



COMMON COUNCIL MEETING

Common Council Chambers

Monday, July 13, 2020

6:30 p.m.

*6:00 pm. Public Hearing regarding proposed
designation of 370 Main Street as a local historic landmark*

I. ROLL CALL:

II. REVIEW OF MINUTES:

Special Council Meeting of June 29, 2020

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

IV. PUBLIC PARTICIPATION:

V. MAYOR'S COMMENTS:

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. MOTIONS AND RESOLUTIONS:

1. Resolution R20-64, consenting to an agreement with the Town of Poughkeepsie 4th Ward Sewer and the Culinary Institute of America.
2. Resolution R20-65, approving the designation of 370 Main Street as a local historic landmark.

IX. ORDINANCES AND LOCAL LAWS:

1. Local Law LL-20-02, approving the amendment of Chapter 7 of the City of Poughkeepsie Code of Ordinances entitled, "City Officers and Employees" ("Right to Know" Act)

2. Ordinance O-20-05, amending Section 13-149 of Chapter 13 of the Code of Ordinances entitled, "Motor Vehicles and Traffic", to add parking meter zones located at Academy Street between Main Street and Cannon Street.
3. Ordinance O-20-06, amending Section 13-149 of Chapter 13 of the Code of Ordinances entitled, "Motor Vehicles and Traffic", to add parking meter zones located at North Hamilton Street between Mill Street and Main Street.
4. Ordinance O-20-07, amending Section 13-126 of Chapter 13 of the Code of Ordinances entitled, "Motor Vehicles and Traffic", to add two-hour parking & permit parking areas on Main Street, North Side, beginning west of Davies Place, continuing until North Water Street.
5. Ordinance O-20-08, amending Section 13-149 of Chapter 13 of the Code of Ordinances entitled, "Motor Vehicles and Traffic", to add parking meter zones located at Catherine Street between Mill Street and Main Street.
6. Ordinance O-20-09, amending Section 13-126 of Chapter 13 of the Code of Ordinance entitled "Motor Vehicles and Traffic" "North side District" the following on-street parking permit districts to provide residential parking on Zimmer Avenue

X. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **FROM MARY REYNOLDS of GALLERY 330 AND PAOLA BARI WITH QUEEN CITY 15**, a communication regarding "We Rise", a celebration of the 100th anniversary of women's right to vote.

XI. UNFINISHED BUSINESS:

XII. NEW BUSINESS:

XIII. ADJOURNMENT:

RESOLUTION
(R20-64)

INTRODUCED BY CHAIR SALEM:

**Fourth Ward Sewer Improvement Area agreement with the Culinary Institute of America
and the City of Poughkeepsie**

WHEREAS, the City of Poughkeepsie and the Fourth Ward Sewer Area (the "Sewer Area") of the Town of Poughkeepsie have previously entered into an inter-municipal agreement dated March 15, 1998 making certain provisions for the ownership of the Joint Sewer Plant and the pre-treatment of industrial waste by users of the Sewer Area collection lines; and

WHEREAS, pursuant to Section 198.1(f) of the Town Law and Section 20(7) of the General City Law the parties entered into an agreement with the Culinary Institute of America to provide for connection to the Sewer Area; and

WHEREAS, the Culinary Institute of America has requested an increase in capacity from 175,000 gallons per day, average flow, to 195,000 gallons per day, average flow, which the Town of Poughkeepsie has sufficient capacity; and

WHEREAS, the agreement will also provide a formal enforcement role to the City which includes the right to monitor and sample the effluent generated at the Culinary Institute of America for compliance with pre-treatment standards 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 617.5(c)(26) and (27), and

NOW THEREFORE,

BE IT RESOLVED, The Common Council of the City of Poughkeepsie, New York does hereby authorize the Mayor to execute the Fourth Ward Sewer Agreement between the Culinary Institute of America, the Fourth Ward Sewer Area and the City of Poughkeepsie, a copy of which is attached hereto.

SECONDED BY _____.

**AGREEMENT BETWEEN
FOURTH WARD SEWER IMPROVEMENT AREA,
CITY OF POUGHKEEPSIE, and
CULINARY INSTITUTE OF AMERICA**

THIS AGREEMENT ("Agreement") made on this ____ day of _____, 2020 ("Effective Date") between and among the CULINARY INSTITUTE OF AMERICA, an educational institution of the State of New York, having its principal place of business at 1946 Campus Drive, Hyde Park, New York ("CIA"), the FOURTH WARD SEWER IMPROVEMENT AREA OF THE TOWN OF POUGHKEEPSIE by the Town Board of the Town of Poughkeepsie, having its principal place of business at One Overocker Road, Poughkeepsie, New York ("Fourth Ward"), and the CITY OF POUGHKEEPSIE, having its principal place of business at 62 Civic Center Plaza, Poughkeepsie, New York ("City"). Together, the CIA, Fourth Ward and City will be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties previously entered into three (3) agreements for the transmission and treatment of wastewater discharge by the CIA into the Fourth Ward transmission lines ("Transmission Lines") and wastewater treatment facility jointly owned by the Fourth Ward and City located at Water Road or its predecessor ("WWTF"), which previous agreements were entered into on or about January 1, 1972, November 10, 1993, and November 2, 2010; and

WHEREAS, the Fourth Ward and City entered into an intermunicipal agreement dated March 15, 1998, governing joint ownership of the WWTF and making certain provisions for pre-treatment of industrial waste by users of the Transmission Lines; and

WHEREAS, the Fourth Ward desires, pursuant to Section 198.1(f) of the New York State Town Law ("Town Law") and Section 20(7) of the New York State General City Law, to provide for a continuation of the services and to amend the terms of the prior agreements, to among other things, increase the permitted quantity of wastewater to be allocated to the CIA hereunder from the current 175,000 gpd to 195,000 gpd as hereinafter provided; and

WHEREAS, the City is a signatory to this Agreement to the extent required under the aforementioned applicable Agreements,

NOW, THEREFORE, in consideration of the following terms and conditions, it is hereby agreed, as follows:

1. CIA may deliver wastewater to the WWTF for treatment and disposal by utilization of the Transmission Lines, which are maintained by the Town of Poughkeepsie ("Town") Sewer Department and the New York State Office of Mental Hygiene on behalf of the Fourth Ward, as well as the transmission lines maintained by the CIA and the New York State Office of Mental Hygiene.

2. The quantity of wastewater to be transported through the Transmission Lines shall be limited to that resulting from the CIA's operation of its educational facilities as it currently exists, as well as the anticipated private hotel/conference center to be developed on the CIA campus, in an amount not to exceed 195,000 gallons per day ("gpd"), or an increase of 20,000 gpd over the current allotted 175,000 gpd (the "Additional Capacity"). Said Additional Capacity shall be allocated pursuant to the Fourth Ward's permitted discharge pursuant to the Town's and City's current allocated capacity agreement, and shall become effective ("Effective Date") upon the earlier of (i) the hotel developer receiving a Certificate of Occupancy for the hotel/conference center hereunder or (ii) the CIA providing notice in writing to the Fourth Ward that it intends to exercise its option to utilize said Additional Capacity, but in no event after the expiration of the Option period provided for in paragraph 3 below. Upon obtaining a Certificate of Occupancy for the hotel/conference center, the CIA shall provide the Town and City engineers with record drawings of any new improvements to the campus sewer system pursuant to the Additional Capacity hereunder, and a professional engineer shall provide certification that the completed improvements conform with applicable federal, state and local construction standards for separate sanitary collection facilities. Any increase in quantity in excess of 195,000 gpd must receive the prior approval of the Town Board of the Town ("Town Board") and the Common Council of the City ("Common Council").

3. Reservation of Capacity and Option.

In consideration of the payments to be made by the CIA hereunder to it, the Fourth Ward reserves for the CIA, for a period of five (5) years from date of execution of this Agreement by the Town, City and CIA the option to receive the 20,000 gallons of additional capacity. All parties shall diligently and cooperatively pursue execution by the others. As consideration for this option and reservation of capacity, CIA shall make non-refundable option payments to the Fourth Ward of \$.50 per gallon per year (\$10,000), the first payment being due three (3) months after the execution of this Agreement by the City, Fourth Ward and CIA, provided that all parties shall have diligently and cooperatively pursued execution by the others, and thereafter on or before the yearly anniversary of that date through the earlier of the execution or termination of this Agreement or the expiration or termination of this agreement or the expiration of the Option. Any extension of the term of Reservation of Capacity and Option shall be at the sole discretion of the Fourth Ward.

4. Expenses.

a. For treatment services, CIA shall continue to pay to the Fourth Ward quarterly an adjusted operation and maintenance (O&M) rate equal to one hundred twenty-five percent (125%) of the then current unadjusted rate (unadjusted rate equals current charge to users in the Fourth Ward) that it otherwise would pay if it were within the geographic area of the Fourth Ward, times the volume of wastewater of the CIA, as measured by a meter installed and maintained by the CIA at its own cost and expense. The current unadjusted Fourth Ward O&M rate is \$2.50/100 cubic feet of wastewater.

b. If the Fourth Ward or City incurs additional capital expenses during any one year during the term of this Agreement in excess of \$100,000.00 as adjusted annually by the Consumer Price Index as published by the United States Department of Commerce, or any subsequent substituted index of that agency, for which additional debt obligations are incurred pursuant to the Local Finance Law or if Town funds are utilized, and the cost of payment of the debt service is a charge generally paid by property owners within the Fourth Ward, then, in that event, CIA shall, in addition, pay annually or otherwise a prorated share of the annual debt service. Said prorated share shall be an annual amount equal to the ratio of usage by the CIA to the total Fourth Ward treatment flow on an average basis during said year.

c. Commencing on the Effective Date of the Additional Capacity the CIA shall begin payment of a Capital Recovery Fee to the Fourth Ward in the amount of \$15.00 per gallon of Additional Capacity, totaling \$300,000.00. Payments of such Fee shall be made in equal installments to the Fourth Ward of \$60,000.00 annually over a five (5) year period.

5. Term. The term of this Agreement shall be forty (40) years from the date of execution by all parties as to the current 175,000 gpd capacity, and if the option for Additional Capacity has been timely exercised it shall be forty (40) years from the Effective Date as to the full 195,000 gpd capacity unless otherwise terminated pursuant to separate provisions of this Agreement. The term of this Agreement can only be extended upon the request of the CIA and affirmative action, which shall not unreasonably be withheld, of the Town Board and the Common Council prior to the termination of this Agreement. If the Town Board or Common Council does not take any affirmative action to extend this Agreement, then said Agreement shall terminate.

6. WWTF and Transmission Line Capacity. For the purpose of this Agreement, surplus capacity is defined as the amount of the waste water treatment capacity allocated to the Fourth Ward under the intermunicipal agreement governing joint ownership of the WWTF, i.e., 35% of the wastewater treatment flow permitted by the SPDES permit issued by the Department of Environmental Conservation for this WWTF, less the actual flow attributable to the Fourth Ward.

a. In the event that either the WWTF or Transmission Lines no longer have any surplus capacity for treatment allocated to the Fourth Ward or transmission of the wastewater discharge of the CIA, then the CIA may request that the WWTF or Transmission Lines be expanded to accommodate any additional flow requested by the CIA over and above the 195,000 gpd authorized hereunder. Consent for such expansion shall not be unreasonably withheld by the Town Board and/or Common Council. If consent is not given in the sole discretion of the Town Board and Common Council, then the expansion would not occur.

b. In the event that the expansion contemplated in subparagraph 6(a) is approved, the CIA shall compensate the Fourth Ward for the full cost of such expansion including all costs associated with the planning, bonding, permit application, engineering,

design, SEQRA process and capital construction, to the extent attributable, to the allowed additional flow of the CIA. Such payments shall be made to the Fourth Ward as the obligations become due as determined by the Fourth Ward in its plan of financing as adopted pursuant to the Local Finance Law, including but not limited to engineering and consulting expenses. The Town Board, on behalf of the Fourth Ward, reserves the right under this Agreement to request lump sum payments so that public funds are not used to finance any improvement on behalf of the proposed expansion for the exclusive benefit of the CIA.

c. In the event the capacity of the WWTF or Transmission Lines are expanded to provide capacity to the CIA and the CIA pays the full costs of the same as described in subparagraph 6(b) above, then such capacity shall be allocated to the CIA for the useful life of such capital improvements as established by the Local Finance Law, unless the CIA waives its right to such allocation. Any benefit assessment otherwise payable by the CIA shall also be reduced by the same ratio as the allocated capacity to the total daily average flow of wastewater transmitted for treatment by the Fourth Ward as determined by the prior year's billing.

7. Samples. Upon the written request of the Fourth Ward, the CIA shall at its own cost and expense provide samples of the wastewater being delivered to the WWTF. The Town, its agents, servants or representatives, shall have the unilateral right to enter on the CIA campus to take its own samples upon one (1) business day advance notice to the Facilities Department of the CIA, absent emergency conditions. The CIA shall bear the reasonable costs of sampling done by the Fourth Ward.

8. Lien. As to any payments, if any, is due and not paid, the Fourth Ward and City shall have a continuing lien for the payment of the monies due under this Agreement on the real property of the CIA and such lien shall be enforceable in the same manner as an unpaid sewer rent as provided in the Town of Poughkeepsie Town Code, Chapter 168, or any successor law, and the General Municipal Law ("GML"), or, alternatively, as an unpaid special district tax bill due to the Town on behalf of the Fourth Ward. The provisions of Town Code and GML are incorporated by reference as amended from time to time, it being the intent of the parties that the Town should, by this contractual lien, have the same rights to enforce as would inure to its benefit if the real property of the CIA was within the Fourth Ward. If an action is commenced by the Town on behalf of the Fourth Ward to obtain payment of any unpaid bills or to enforce its lien in addition to any remedies provided by the Town Law, the Town Code, or any successor law it shall be entitled to compensation for the reasonable cost of its legal expenses.

The CIA as owners of the fee of the parcels or real property comprising its campus, executes this Agreement for the purpose of consenting to the lien provisions contained in this Paragraph 8, acknowledges that the obligations to pay for this sewage treatment and/or transmission shall be deemed sewer rent as that term is defined in the Town Law and GML as such provisions are amended from time to time and separately consents to the creation of a lien upon said real property described herein in the same manner as provided for sewer rents in the

GML, with said lien to be enforceable in the same manner as provided in the GML, the provision of which are incorporated herein by reference.

9. The CIA shall be solely responsible for obtaining permission for use of any intervening sanitary waste transmission lines not owned by the Fourth Ward that may be necessary to deliver its wastewater to the WWTF, and for the maintenance and repair of such line(s). This Agreement shall be subject to the continuing observance by the CIA of the terms of any separate agreement(s) related to the collection of the wastewater being transmitted through the intervening sanitary waste transmission lines and a default in any separate agreement(s) may be grounds for termination of this Agreement in the manner provided in Paragraph 14(b).

10. Applicable Laws. Excepting the manner of compensation for transmission and treatment of the wastewater of CIA, the CIA shall be subject to the same local laws, ordinances and rules and regulations relative to its use of the WWTF and Transmission Lines, including Chapter 168 of the Town Code and, if applicable, the City of Poughkeepsie's Ordinances ("City's Ordinances"), as it would be if the real property of the CIA and its use of the WWTF were within the geographic area of the Fourth Ward. Chapter 168 of the Town Code, as amended from time to time during the term of this Agreement, shall be deemed an integral element of this Agreement and shall define the standards for use of the WWTF and Transmission Lines. To the extent the City's Ordinances governing discharges into sewer lines are inconsistent with, or more stringent than the Fourth Ward, the City's standards shall also be complied with.

11. Except as provided in this Paragraph 11, CIA shall not permit any third party to use its sanitary wastewater facilities or permit any third party to discharge sanitary waste into lines the CIA uses and maintains for transmission of wastewater to the WWTF without the written consent of the Fourth Ward and City. The Fourth Ward and City hereby consent to the treatment of wastewater from a hotel/conference center facility to be located on the CIA campus and ground leased to a private operator subject to the right of the Fourth Ward to review the record drawings of the campus sewer system and inspect as provided below.

12. Surcharge.

a. The wastewater volume purchased hereunder is based on average daily flow, as computed from monthly wastewater meter readings. In the event that the average daily flow, calculated on the basis of a monthly reading exceeds the allowed amount of 175,000 or 195,000 gallons of wastewater, then the CIA shall pay an additional surcharge, based on the gallonage consumed in excess of the allowed average daily monthly flow during that period, of 200% of the CIA's then adjusted O&M rate.

b. In addition to the surcharge rate for each exceedance, if the CIA exceeds the allowed monthly average volume four (4) times within any twelve (12) month period the Fourth Ward may terminate this Agreement on one year's notice, provided the parties shall first cooperate and make a good faith effort to explore the possibility of the CIA, in addition to paying the surcharge, actually purchasing said reserve capacity at the going rates in accordance with the

terms and conditions set forth herein or devising measures to cure such exceedances in a timely and reasonable manner, provided further that if the exceedance totals more than fifteen percent (15%) of the allowed amount of capacity hereunder then the Fourth Ward may give its consent to the purchase of the amount of the exceedance as set forth herein in its sole discretion.

13. Inspection.

a. The CIA shall provide the Town Engineering and Sewer Departments with copies of all proposed wastewater plans for the hotel/conference center connection for their review and approval. Prior to the Fourth Ward's acceptance of wastewater from the CIA pursuant to this Agreement for use at the hotel/conference center, the CIA shall at its own cost and expense have its transmission line from the proposed hotel/conference center to its existing transmission line inspected and pressure and deflection tested, and it shall demonstrate that they meet the Town Engineering Department's performance criteria and the 10 State Standards. The Town Engineer and the Sewer Department shall be given advance notice of and be permitted to inspect and observe all hotel/conference center connections and all related wastewater construction and testing. CIA shall provide the Fourth Ward and the Town with an engineering certification of the foregoing test and performance results. CIA agrees to make all repair and corrections to the hotel/conference center transmission line and connections as may be reasonably recommended by the Town Engineer based on such testing results, all at the CIA's own cost and expense.

b. During the term of this Agreement the Town of Poughkeepsie, Engineering and Sewer Departments shall have the right to inspect the CIA's collection and transmission facilities and equipment which flow into the Fourth Ward system and WWTF for the purpose of assuring compliance with the provisions of this Agreement, Chapter 168 of the Town Code, Chapter 14 ½ of the Code of Ordinances of the City of Poughkeepsie, the applicable Town, County, State and Federal discharge standards, and the 10 State Standards (including as to inflow and infiltration), all as they may be amended from time to time. The right to inspect shall however not place the Town in a place of responsibility for maintaining the CIA's system or making any repairs to it. The purpose of these inspections is to protect the Fourth Ward system and the City-Town Joint Sewer Treatment Plant.

c. The CIA will reimburse the Town for its engineering review and inspection fees relating to this Agreement, and will on execution deposit and thereafter maintain with the Town the sum of \$3,500.00 to be used for those services through the acceptable completion of the hotel connection. The deposit shall be replenished when the net amount is less than \$500.00 and upon demand of the Town.

14. Termination.

a. CIA Termination: This Agreement may be terminated by CIA upon six (6) months prior written notice, and upon it demonstrating to the satisfaction of the Fourth Ward that it has disabled the connection of transmission lines to those having access to the lines of the Fourth Ward.

b. Fourth Ward and City Termination: This Agreement may be terminated by the Fourth Ward and/or City upon the following events:

i. The failure of the CIA to remit payment of any monetary obligation it has under this Agreement within thirty (30) days of billing and after its failure to pay that amount within ten (10) days after notice of such default;

ii. The failure to follow the Specified Maintenance Procedures set forth in Schedule A (items 1, 2, 4, 5, 6, 7 and 8), provided, however, that the CIA shall be given a written notice of default specifying the violation and further specifying the corrective steps the Fourth Ward deems necessary to cure the same, and ten (10) business days to cure unless it is an emergency situation or unless additional time is reasonably necessary as determined by the Fourth Ward;

iii. Subject to the provisions of Paragraph 6(a), the determination by the Fourth Ward that the WWTF and/or Transmission Lines no longer have sufficient surplus to permit the continuation of such service;

iv. The failure of the CIA, except as to those defaults listed in Paragraph 12(b)(Surcharge) as to which the Fourth Ward may exercise its rights thereunder, to cure any non-monetary default including, but not limited to, violations of Section 10 of this Agreement within thirty (30) days of written notice thereof or such reasonable time as may be necessary under the circumstances if more than thirty (30) days is necessary for correction, as determined by the Fourth Ward; or

v. If the CIA knowingly engages in a pattern of conduct that results in repeated violations of Chapter 168 of the Town Code, or the City's Ordinances, if applicable, and fails to implement remedies satisfactory to the Town after being given a reasonable opportunity to implement such remedies, and upon one years' notice of termination.

If because of the failure of the CIA to implement the Required Maintenance Procedures in accordance with subparagraph 14(b)(ii) or because of violations of the Town Code or City's Ordinances, it is necessary for Fourth Ward or City to take steps to preserve the integrity of its WWTF or Transmission Lines, the Fourth Ward or City, upon notice to the CIA of the steps it is taking, shall be entitled to recover the reasonable costs of its actions taken for such purpose.

15. Notice. Notice to the CIA shall be given to its Facilities Department at Route 9, Hyde Park, New York. Notice to the Fourth Ward shall be given to the Town Sewer Department and the Town Board. Notice to the City shall be given to the City Engineer.

16. CIA Monitoring Requirements.

a. The CIA has a meter installed at its lift station located on its campus. It shall maintain said meter and replace it as necessary. The Fourth Ward, for billing purposes, shall use the readings provided by this meter but offset by any third-party flows which pass through the same lift station meter.

b. The existing CIA pump station contains an odor control system. The pump station shall continue to implement an odor control system to mitigate transmission of nuisance odors offsite from the CIA pumping station.

17. Reasonable Fees. If an action is commenced by the Fourth Ward or City to enforce the provisions of this Agreement or to obtain payment of any sums due, the Fourth Ward or City shall also be entitled to recover its reasonable costs, including reasonable attorneys' fees.

18. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties with respect to its subject matter. This Agreement supersedes any prior agreement(s) between the Parties to the extent that this Agreement's provisions are inconsistent with any prior agreement(s).

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

CULINARY INSTITUTE OF AMERICA

By:
Title:

CITY OF POUGHKEEPSIE

By:
Title:

FOURTH WARD SEWER IMPROVEMENT AREA, BY THE TOWN OF POUGHKEEPSIE:

JON JAY BAISLEY, SUPERVISOR

MICHAEL CIFONE, COUNCILMAN

JEFF RENIHAN, COUNCILMAN

MATTHEW WOOLEVER, COUNCILMAN

WILLIAM CARLOS, COUNCILMAN

ANN SHERSHIN, COUNCILWOMAN

JESSICA LOPEZ, COUNCILWOMAN

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

On the ____ day of _____ in the year 2020 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, of the Culinary Institute of America, 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/she executed the same in his/her capacity, and that by him/her 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, the undersigned, a Notary Public in and for said state, personally appeared ROB ROLISON, Mayor of the City of Poughkeepsie, 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/she executed the same in his/her capacity, and that by him/her 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, the undersigned, a Notary Public in and for said state, personally appeared JON JAY BAISLEY, 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/she executed the same in his/her capacity, and that by him/her 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, the undersigned, a Notary Public in and for said state, personally appeared JEFF RENIHAN, 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/she executed the same in his/her capacity, and that by him/her 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, the undersigned, a Notary Public in and for said state, personally appeared WILLIAM CARLOS, 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/she executed the same in his/her capacity, and that by him/her 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, the undersigned, a Notary Public in and for said state, personally appeared JESSICA LOPEZ, 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/she executed the same in his/her capacity, and that by him/her 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, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL CIFONE, 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/she executed the same in his/her capacity, and that by him/her 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, the undersigned, a Notary Public in and for said state, personally appeared MATTHEW WOOLEVER, 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/she executed the same in his/her capacity, and that by him/her 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, the undersigned, a Notary Public in and for said state, personally appeared ANN SHERSHIN, 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/she executed the same in his/her capacity, and that by him/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

R- E- S- O- L- U- T- I- O- N
(R-20-65)

INRODUCED BY COUNCILMEMBER CHERRY

WHEREAS, an application for historic designation pursuant to Section 19-4.5(3) of the Code of Ordinances has been received by the Historic District and Landmark Preservation Commission for the property known as 360 Main Street; and

WHEREAS, on March 12, 2020 the Historic District and Landmarks Preservation Commission duly convened and voted to recommend the Common Council approve the application and designate 370 Main Street as a local historic site; and

WHEREAS, the pursuant to Section 19-4.5(e) of the Code of Ordinances, the Common Council duly held a public hearing within Sixty (60) days of the decision of the Historic District and Landmark Preservation Commission; and

NOW, THEREFORE,

BE IT RESOLVED, that pursuant to Section 19-4.5(f) of the Code of Ordinances, the Council hereby approves the designation of 370 Main Street as a local landmark site; and

BE IT FURTHER RESOLVED the Building Inspector shall immediately cause such property to be so designated on the Landmark and Historic District Map and the Zoning Map of the City of Poughkeepsie.

SECONDED BY COUNCILMEMBER _____.



**CITY OF POUGHKEEPSIE, NEW YORK
BUILDING DEPARTMENT**

(845) 451-4007

(845) 451-4006 (FAX)

HISTORIC DISTRICT & LANDMARKS NOMINATION FORM

LOCATION (For District nominations, attach list of all properties)

Street and Number: 370 Main Street

NAME OF PROPERTY

Historic Name (if any): French Pastry Shop

Other Names (if any): Karl Ehmer's Meat Market

CLASSIFICATION

Ownership of Property

Private

Owner: POK Acquisitions

Address: 93 Fourth Avenue

City: New York

State/Zip: NY 10276

Public

Owner: _____

Address: _____

City: _____

State/Zip: _____

Category of Property

Building(s)

District

Site

Structure

Object

FUNCTION OR USE

Historic Functions or Uses:

Restaurant and Soda Fountain

Current Functions or Uses:

Vacant

NAME OF ARCHITECT (if known): Attributed to Edward C. Smith

ATTACHMENTS

NARRATIVE DESCRIPTION: Describe the historic and current conditions of the property on one or more continuation sheets, and attach the sheets to the application.

MAPS: Please attach a map of the subject property or properties.

PHOTOGRAPHS: Please attach photographs of the property or properties.

Nomination Form

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Statement of Significance: Mark "X" in all of the applicable boxes below for the criteria qualifying the property for local register listing.

X Property is associated with events that have made a significant contribution to the broad patterns of our history.

Property is associated with the lives of person significant in our past.

X Property embodies the distinctive characteristics of a type, period or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

Property has yielded, or is likely to yield, information important in prehistory or history.

Property is listed, or is eligible for listing, on the State and/or National Registers of Historic Places.

Narrative Statement of Significance: Explain the significance of the property, in terms of the boxes checked above, on one or more continuation sheets, and attach the sheet(s) to the application.

Bibliography: Cite any books, articles or other sources used in preparing this form on one or more continuation sheets, and attach the sheet(s) to the application.

Form Prepared by:

Name/Title: Historic Districts and Landmarks Preservation Commission

Organization: City of Poughkeepsie HDLPC

Street: 62 Civic Center Plaza

City/State/Zip: Poughkeepsie, NY 12601

Telephone: _____

Date: March 12, 2020

HDLPC RECOMMENDATION

The HDLPC hereby certifies that this application does ~~does not~~ meet the criteria for designation as a local historic district, landmark or landmark site, and recommends approval of the application to the Common Council in accordance with the provisions of Section 19-4.5(3) of the Zoning Ordinance.

Motion: HOLLY WAHLBERG

Second: TOM MANKO

Votes: 5 0 0

Ayes Nays Abstentions

Arthur J. Rellin

Signature of Chairman

Date:

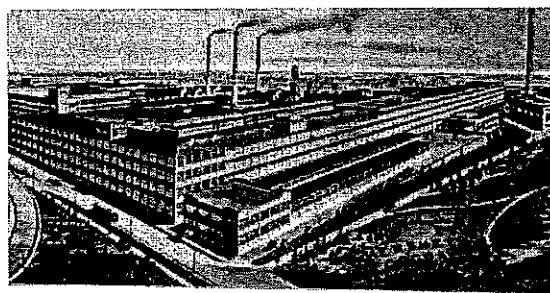
Local Register Nomination: 370 Main St. (French Pastry Shop Building)

Statement of Significance: Prepared by Poughkeepsie Historic District and Landmarks Preservation Commission (HDLPC) © 2020

1. Property possesses special character or historic or aesthetic interest or value as part of the cultural, political, economic or social history of the locality, region, state, or nation

The story of Stelio Frangk and his creation of Poughkeepsie's French Pastry Shop presents an outstanding demonstration of the Greek immigrant story in America. During the era of Frangk's emigration to America from Greece, Greek immigrants were fast becoming known as America's "confectioners" – opening "candy kitchens," ice cream parlors, soda fountains, and luncheonettes in towns large and small across America. The Greek immigrant-owned Confectionary/Bakery/Luncheonette became a familiar and popular presence on Main Street, America in the years following the close of World War I.

With a marked tenacity, Greek immigrants excelled at entrepreneurship, frequently pooling their savings to form business partnerships with family members or fellow immigrants (thus giving rise to the saying, "When two Greeks meet, they open a restaurant.") Greek immigrants appear to have taught themselves various candy and ice cream recipes, then shared these recipes orally with other newly arrived Greeks who worked at learning the confectioner's trade until ready to start their own shop. (Today, we still enjoy some of these Greek recipes including Andes Mints, Carvel Ice Cream Cakes, Dove Ice Cream Bars, and Heath Bar Chocolates.)



THE HERSCHEY CHOCOLATE COMPANY'S MODERN DAYLIGHT FACTORY
45 ACRES OF FLOOR SPACE. 8000 ACRES OF FARMS.

Prohibition levelled the playing field for the Greek Confectionary/Luncheonette as hotels and larger restaurants lost the advantage of being able to offer alcoholic beverages. But new competitive pressure arrived when drugstores and dime stores added their own soda fountains and lunch counters. The growing might of companies like Hershey Chocolates with their mass-produced candies also put additional pressure on Greek confectioner entrepreneurs who were often forced to add catering and restaurant service to their confectionary and soda fountain offerings in order to survive.



Stelio Frangk in WWI uniform, 1918

Like other immigrant groups before them, Greeks faced significant prejudice. Their deeply cherished links to their homeland along with their exotic alphabet, language and religion meant a slow and sometimes difficult assimilation into American life. Xenophobes labelled them "the greasy Greeks" – a slur that Greek confectioners often combatted by building gleaming terra cotta tiled, Art Deco luncheonettes which included things like "scientific" baking facilities and "dainty" well-appointed interiors.

The life of Poughkeepsie's Greek immigrant, Stelio Frangk (1891-1956) embodies much of this classic Greek-American experience. Frangk (whose full Greek name "Frangkakis" was Americanized to "Frangk") emigrated to America from Crete in 1910 and worked in New York City for two years before arriving in Poughkeepsie in 1912. Like many young Greek immigrant men, Frangk initially took up low skilled, menial restaurant work that few others wanted to do. From 1912 to 1914, Frangk worked in the kitchens of Poughkeepsie's Nelson House and Morgan House Hotels until he and a friend had saved enough to open their own bakery – first on lower Main Street then on S. Hamilton St. near Main.

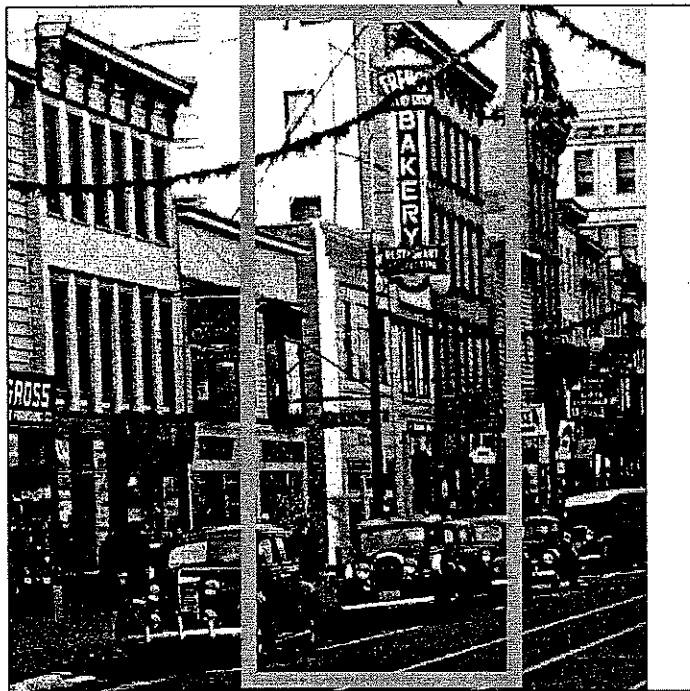
After serving stateside in World War I, Frangk returned to Poughkeepsie and moved his bakery in 1919 into leased space closer to the heart of downtown at 368 Main. By 1920, he had become a U.S. citizen and by 1922 he had changed the name of his store from "The Pastry Shop" to the more sophisticated sounding "French Pastry Shop." In realizing the advantages of associating American commerce with French glamor, Frangk was something of a Poughkeepsie trailblazer. Other Poughkeepsie shop owners would eventually follow suit with shop names like "Jolie Hats," "Paris Millinery" and "La Belle Fontaine Confectionary."

In 1923, Frangk purchased 368 Main for \$38,000 and moved himself and his new Greek bride into rooms over the shop. With this major purchase of prime Main St. real estate, the community took note. For the first time, the publishers of the Poughkeepsie City Directory even took the trouble to spell Frangk's last name correctly.

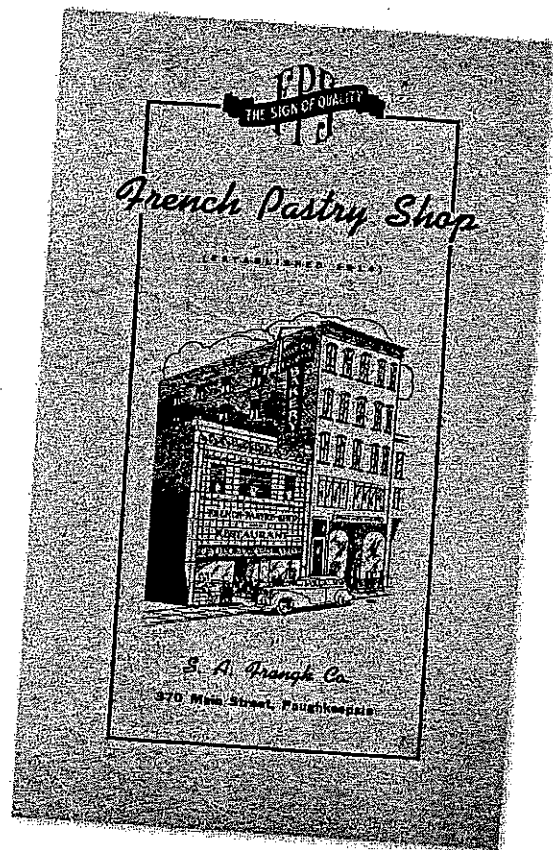


The "Old Southwick Building" on the left in 1918
demolished by Frangk in 1929

By 1927, Frangk was again ready to expand, purchasing the wood frame building next door at 370 Main known as "the old Southwick Building" – one of the oldest buildings on Main Street and formerly the home of one of Poughkeepsie's oldest family businesses, the Southwick Tannery and Leather Goods Store. Frangk demolished this old Southwick Building in 1928. In its place was erected Poughkeepsie's first Art Deco building, the new French Pastry Shop which Frangk proudly advertised as offering "the utmost in sanitation and cleanliness" with "commodious sanitary showcases," a "scientific bakery," and a "handsomely appointed" restaurant.



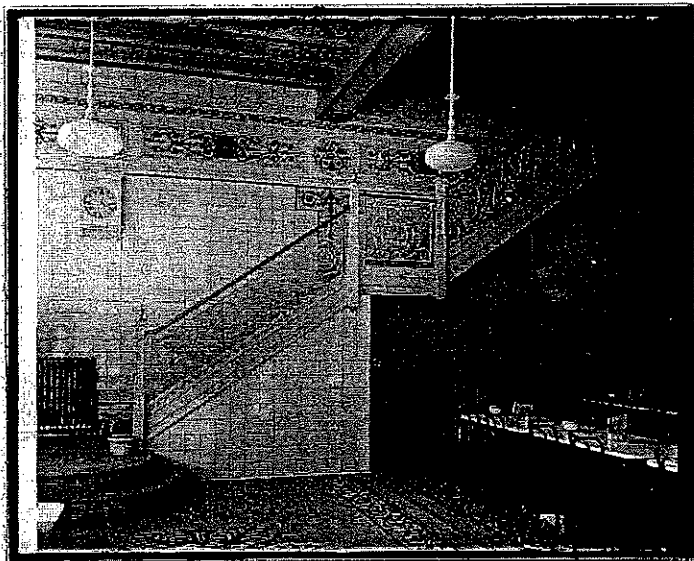
French Pastry Shop in 1939 under its large neon sign; (at right) Menu
cover from the French Pastry Shop c. 1939



By coupling this clear architectural demonstration of modern sanitation and modern style with a shop name that gave no hint of Greek ownership, Frangk outwitted those who denigrated "greasy Greeks" as fit only to



Members of the Greek community on the steps of the Greek Orthodox Church built in 1924 on Academy St.



Spotless and dainty white tiled interior of the Childs Restaurant chain which entrepreneurs like Frangk sought to emulate in the 1920s and 30s

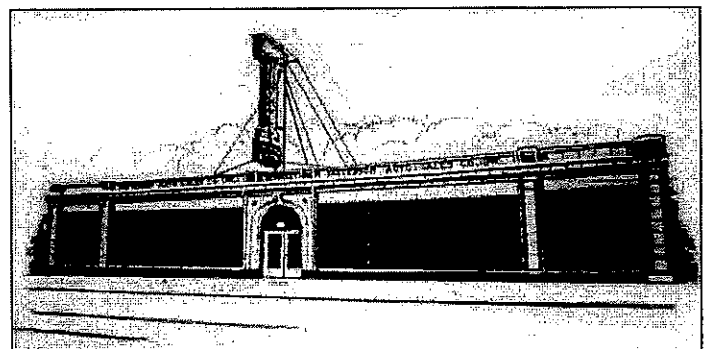
2. Property embodies distinguishing characteristics of an architectural style

The French Pastry Shop presents a commercial Art Deco façade unusual in Poughkeepsie and one of only three such examples known to have been built in the city. Architect Edward C. Smith designed the Art Deco home of Patterson Auto Sales at 534-536 Main in 1929 as well as the Art Deco "Church Building" on the SE corner of Main and Market in 1931. It seems likely that the French Pastry Shop was also designed by Smith at the same time he was designing the Pat-

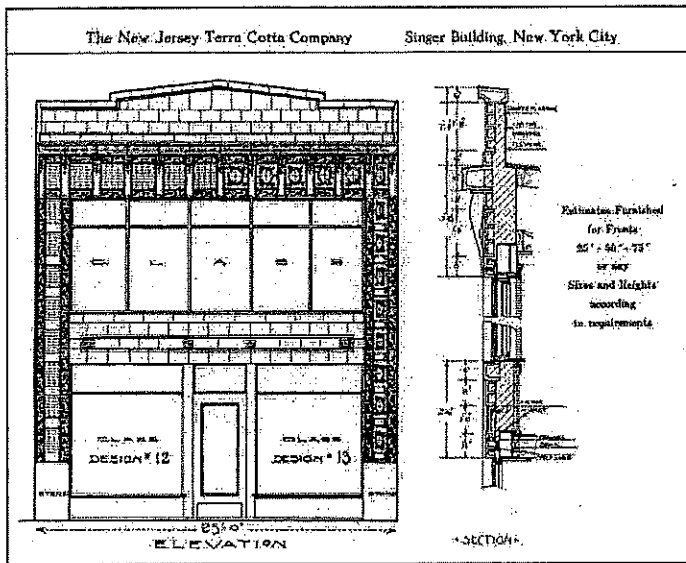
shine shoes at the local Greek-owned "bootblack parlor." Stelio Frangk had taken control of Main Street property long owned by Poughkeepsie's oldest families with British names like Booth and Southwick. Now new names, like Frangk, Pappas, Birdas, Kustas, Labrinos, Christakos, Maroulis, Chamberas, Kokenos, and Pappattianasopoulos would shape important new chapters in the city's history.

Frangk's French Pastry Shop became a thriving success as a location for civic and club events and "dainty" snacks for women shoppers newly liberated from the drudgery of staying at home baking their own bread, pies and baked goods. Frangk also fully embraced American food traditions, providing crul-lers at Halloween, pumpkin pies at Thanksgiving, European cookies for Christmas, hot cross buns at Easter, and freshly made strawberry ice cream by Memorial Day. Fellow Greek immigrant John Christakos, who partnered with Frangk for 20 years, would later claim that Eleanor and Franklin Roosevelt were patrons of the French Pastry Shop.

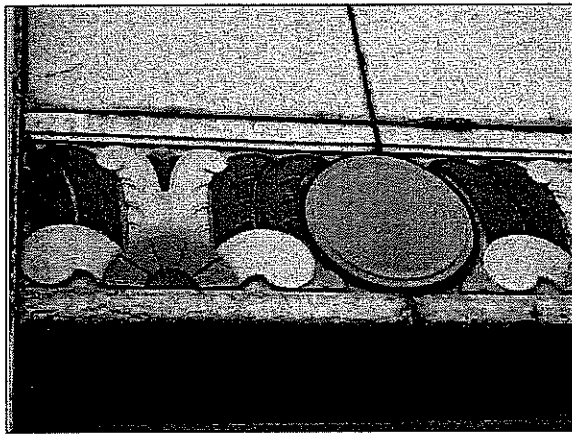
Frangk retired in 1947 after 35 years as a confectioner and baker. The French Pastry Shop was sold to Jewish bakers who continued the store under the same name until 1960 when the building was transformed into Karl Ehmer's Meat Market. At Frangk's death in 1956, the full extent of his business success was revealed by an astonishingly large estate of over a quarter of a million dollars (the equivalent of approximately 2.5 million in today's dollars). The history of Stelio Frangk and the French Pastry Shop is remarkable for its ability to reveal significant facets of the Greek immigrant experience in Poughkeepsie and across the nation.



Architect Edward C. Smith's Art Deco design for the Patterson Chevrolet dealership on Main St. used terra cotta cladding



Terra cotta companies supplied catalogs with ready made storefront designs and installation diagrams



Terra cotta in bright colors and raised designs brought a fresh new aesthetic to storefronts, movie theaters, gas stations, and auto showrooms in the 1920s and 30s (above: detail from the French Pastry Shop)

Narrative Description:

The French Pastry Shop, designed by Poughkeepsie architect Edward C. Smith and constructed in 1929, is a two story brick building with front (north) façade faced in cream colored terra cotta tiles with polychrome bands of accent tiles in typical Art Deco motifs such as chevrons, stylized plant forms and sunbursts. Narrow ribbons of tile frame the top and bottom of four second floor double hung modern windows. Corner pilasters rising from block bases are composed of smaller tiles stacked in rows which end at a stepped-back parapet decorated with polychrome tiles in a chevron and sunburst design.

A modern first floor metal storefront (featuring 2 display windows, recessed double entry door and side door to the second floor) fills the entire first floor front between the pilasters. The first floor metal storefront is topped by a band of polychrome tiles featuring a row of yellow suns and abstract plant forms over which appear individual terra cotta letters spelling out the words "French Pastry Shop." Some of these letters are missing. Both spalling and "blistering" of the terra cotta are evident along with missing and loose mortar and holes created by the screws that once fastened other sheathing material over portions of the terracotta facade. A large neon sign which was originally suspended from metal roof poles is no longer present. A narrow, locked alleyway sepa-

terson Auto Building in early 1929.

The innovative use of terra cotta instead of brick, granite or marble on the front façade was a distinct departure from the city's traditional storefront architecture. The splashes of color achieved with polychrome terra cotta created a lively effect new to Main Street. Certainly one of the hoped for outcomes of using these new colors was to attract attention, and Terra Cotta manufacturer catalogs promised that "artistic, bright and cheerful" storefronts would deliver new patrons.

Another benefit of terra cotta was its ability to reflect light, thereby increasing the effectiveness of neon signs and generally bringing about an overall brightening of Main Street, especially at night. Early depictions of the French Pastry Shop show its dramatically tall neon sign clearly capable of drawing significant attention to this comparatively low, two story shop.

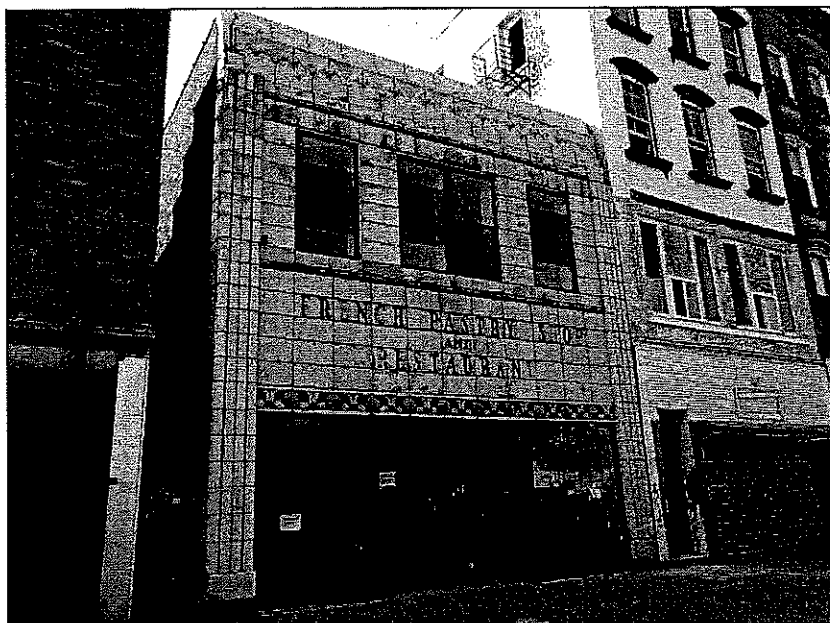
The ability of terra cotta to also be unfading and cleaned with only a simple scrubbing was especially attractive for bakeries and restaurants trying to telegraph appetizing cleanliness in an era when food purity standards were well-known to be potentially unreliable. A veneer of terra cotta was also quick to install and economical to buy. Architects could choose from a variety of machine molded Art Deco tile motifs including chevrons, sunbursts and abstract plant forms in a variety of colors like those still found on the French Pastry Shop Building.

The French Pastry Shop is an excellent example of the way in which Art Deco motifs and terra cotta materials brought new vibrancy and exciting modernity to Poughkeepsie's Main Street and Main Streets across America in the late 1920s and 1930s.

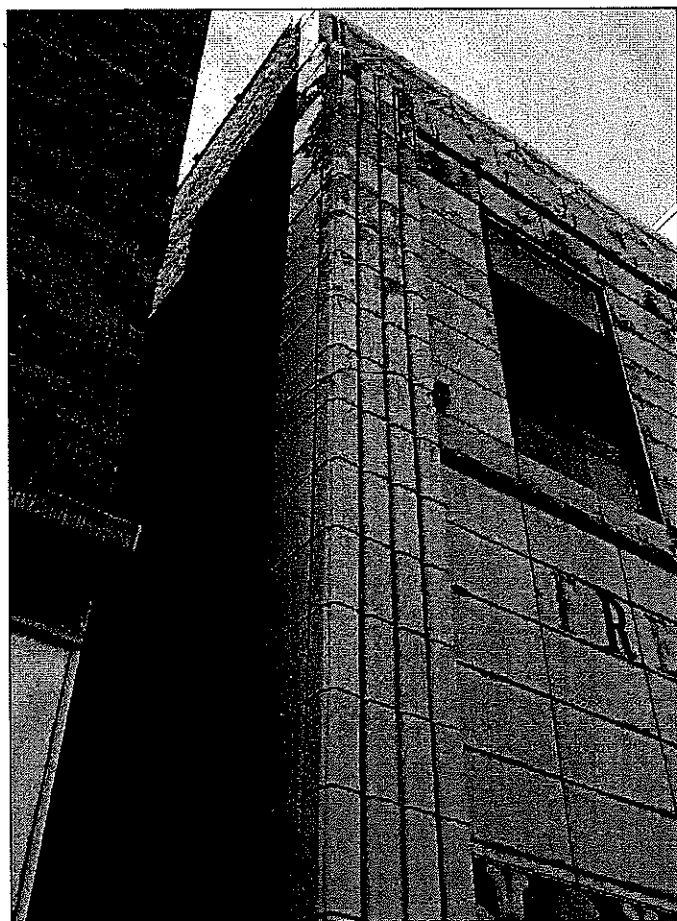
rates 370 Main from its neighbor to the east. A party wall is shared with its neighbor to the west.

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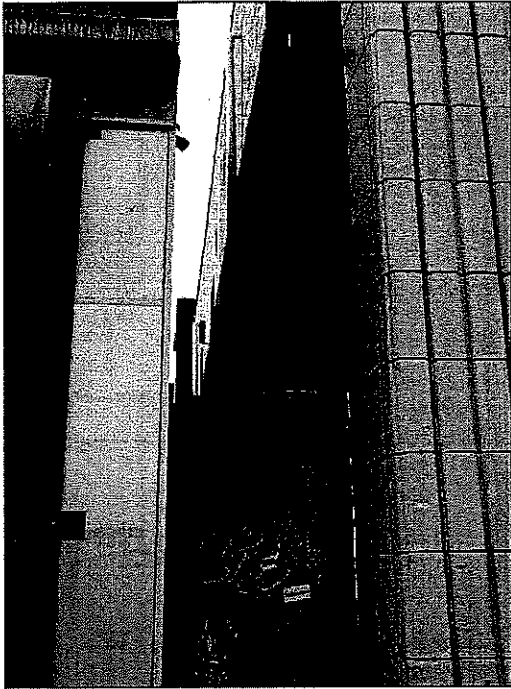
Front (north) facade



Corner pilaster with ridged texture meeting brick side wall



Above: Chevron detail and letter "R" of signage



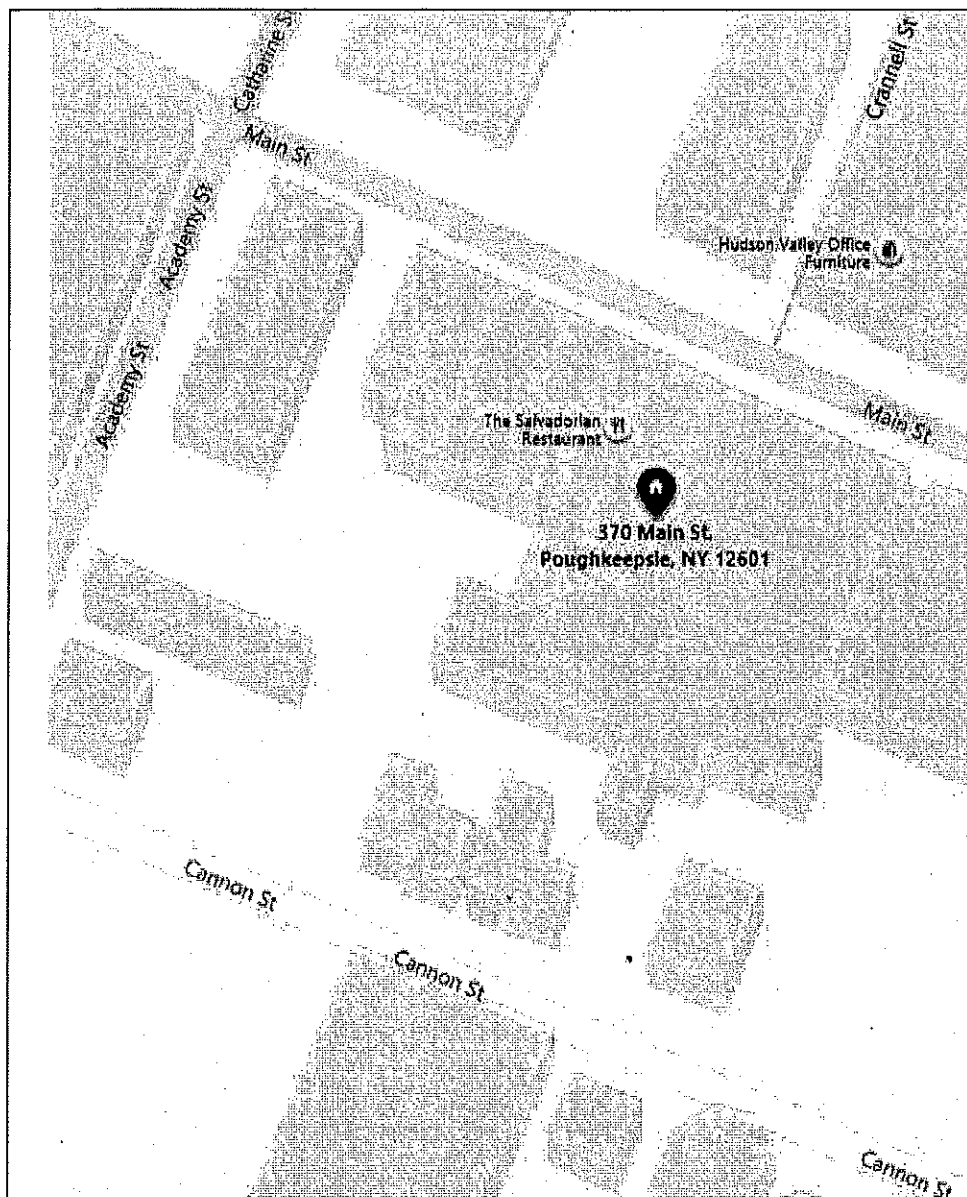
Alleyway along east facade



Signage and polychrome terra cotta band over modern storefront



West facade extending along shared wall with 368 Main



**LOCAL LAW AMENDING CHAPTER 7
OF THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED "CITY OFFICERS AND EMPLOYEES" IN COORDINATION WITH THE
RIGHT TO KNOW ACT.**

(L20-02)

**INTRODUCED BY CHAIR SALEM, COUNCILMEMBERS PETSAS, MENIST,
LORRAINE JOHNSON, BRANNEN, FLOWERS, CHERRY:**

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

Section 1. DECLARATION OF LEGISLATIVE INTENT AND FINDINGS

It is the intent of this Local Law to amend Chapter 7 of the City of Poughkeepsie Code of Ordinances entitled "Officers and Employees" and to add Article VIII entitled "Police Department." The Council finds that the people of the City of Poughkeepsie are in great debt to the hard work and dedication of police officers in their daily duties. The Council further finds that mistrust of law enforcement officers based on real or perceived discrimination hinders law enforcement efforts and is a threat to public safety. In adopting this law, it is the intent of the Council to increase transparency in police practices and to continue to build trust between police officers and members of the public by providing the public with information on the names of officers with whom they interact, a notice of the reasons behind their encounters with the police, and a written record of their interactions with the police in situations that do not result in an arrest, summons, or ticket. The proposed amendments reflect desired changes to policies related to police identification.

Section 2. AUTHORITY

This local law is adopted pursuant to provisions of the Municipal Home Rule Law and § 2.04 of the Administrative Code of the City of Poughkeepsie.

Section 3. Chapter 7 of the Code of Ordinances of the City of Poughkeepsie entitled "Officers and Employees" shall be amended to add Article VIII entitled "Police Department" to read as follows:

Article VIII, Section 1-2 Authority and purpose.

[L.L. No. 02-2020, § 1]

- (a) This article is adopted under the authority of the Municipal Home Rule Law and § 2.04 of the Administrative Code of the City of Poughkeepsie.
- (b) This article is intended to provide a framework for the City of Poughkeepsie to implement policies and procedures specifically related to City of Poughkeepsie police officers. Specifically, the intent of § 1 is to establish police identification policies to increase transparency in police practices and to build trust between police officers and members of the public by providing the public with information on the names of officers with whom they interact, a notice of the reasons behind their encounters with the police, and a written record of their interactions with the police in situations that do not result in an arrest, summons, or ticket

Article VIII, Section 1-3 Applicability.
[L.L. No. 02-2020, § 1]

All boards, departments, offices, other bodies or officers of the City of Poughkeepsie are responsible for the implementation of Chapter 7, Article VIII within the bounds of their jurisdiction and must comply with this chapter to the extent applicable.

Article VIII, Section 1-4 Definitions.
[L.L. No. 02-2020, § 1]

As used in this Article, the following terms shall have the meanings indicated:

DEPARTMENT

The term “department” shall mean the police department of the City of Poughkeepsie.

LAW ENFORCEMENT ACTIVITY

The term “law enforcement activity” shall mean any of the following activities when conducted by officers:

- (1) noncustodial questioning of individuals;
- (2) stops where an officer has individualized, reasonable suspicion that the person stopped has committed, is committing, or is about to commit a crime and where a reasonable person would not feel free to end the encounter at will;
- (3) frisks;
- (4) searches of persons, property, or possessions, including but not limited to searches of homes and vehicles;
- (5) traffic stops;
- (6) roadblock or checkpoint stops;
- (7) investigatory questioning of potential victims of and witnesses to crimes.

NONCUSTODIAL QUESTIONING

The term “noncustodial questioning” shall mean the questioning of an individual during an investigation where such individual has not been detained and is free to end the encounter at will.

OFFICER

The term “officer” means a police officer or peace officer employed by the department.

Article VIII, Section 1-5 Duties of Officers to Identify Themselves.
[L.L. No. 02-2020, § 1]

- (a) Upon initiation of law enforcement activity, an officer shall:
 - (1) Identify thyself to the person who is the subject of such law enforcement activity by providing the officer’s full name, rank and command; and
 - (2) Provide to such person an explanation of the reason for such law enforcement activity.
- (b) At the conclusion of a law enforcement activity that does not result in an arrest, summons, or ticket, the officer shall offer to such person the officer’s business card.

- (c) An officer shall not be required to comply with this section where such officer is engaged in an approved undercover activity or operation, and where law enforcement activity is taken pursuant to such undercover activity or operation.
- (d) Any business cards used by an officer to identify thyself to a person who is the subject of law enforcement activity shall be pre-printed and shall, at a minimum, include the following:
 - (1) The name, rank, shield number, and department of the officer; and
 - (2) Information on how the subject of the law enforcement activity may submit feedback about the encounter, including the telephone numbers and website address of the City of Poughkeepsie Police Department.

Section 4. SEVERABILITY

If any provision of this bill or any other provision of this local law, or any amendments thereto, shall be held invalid or ineffective in whole or in part or inapplicable to any person or situation, such holding shall not affect, impair or invalidate any portion of or the remainder of this local law, and all other provisions thereof shall nevertheless be separately and fully effective and the application of any such provision to other persons or situations shall not be affected.

Section 5. EFFECTIVE DATE

This local law shall take effect ninety (90) days after its enactment into law.

SECONDED BY COUNCILMEMBER:

**ORDINANCE AMENDING §13-149
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES
AND TRAFFIC"**

(O-20-05)

INTRODUCED BY COUNCILMEMBER CHERRY

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

SECTION 1: §13-149 is hereby amended by the following addition:

Section 13-149 - Municipal parking meters zones; establishment; regulation.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as Parking Meters Zones and are to be utilized only for the purpose set forth in this Article:

Academy St., between Main St. and Cannon St.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underlining and Bold

**ORDINANCE AMENDING §13-149
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES
AND TRAFFIC"**

(O-20-06)

INTRODUCED BY COUNCILMEMBER CHERRY

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

SECTION 1: §13-149 is hereby amended by the following addition:

Section 13-149 - Municipal parking meters zones; establishment; regulation.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as Parking Meters Zones and are to be utilized only for the purpose set forth in this Article:

N. Hamilton St., between Mill St. and Main St.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underlining and Bold

**ORDINANCE AMENDING §13-126
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES
AND TRAFFIC"**

(O-20-07)

INTRODUCED BY COUNCILMEMBER PETSAS

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

SECTION 1: §13-126 is hereby amended by the following addition:

Section 13-126 - Permits for public parking permit system.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as two-hour parking & permit parking areas and are to be utilized only for the purpose set forth in this Article:

Main St., North side, beginning west of Davies Pl. continuing until N. Water St.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underlining and Bold

**ORDINANCE AMENDING §13-149
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES
AND TRAFFIC"**

(O-20-08)

INTRODUCED BY COUNCILMEMBER CHERRY

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

SECTION 1: §13-149 is hereby amended by the following addition:

Section 13-149 - Municipal parking meters zones; establishment; regulation.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as Parking Meters Zones and are to be utilized only for the purpose set forth in this Article:

Catherine St., between Mill St. and Main St.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underlining and Bold

**ORDINANCE AMENDING §§13-126 OF THE
MOTOR VEHICLES AND TRAFFIC ORDINANCE
CONCERNING VARIOUS PARKING REGULATIONS**

(O-20-09)

INTRODUCED BY COUNCILMEMBER L. JOHNSON

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

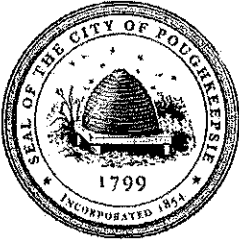
SECTION 1: Section 13-126(c)(2) of the City of Poughkeepsie Code of Ordinances entitled "The following on-street parking permit districts are hereby created:" is hereby amended by the addition to the following district "**District 4: North side District**":

Street	Side	Description	Parking Regulation	Time Regulation
Zimmer Avenue	Both Sides	Residential Parking Only	None	None

SECTION 2: This Ordinance shall take effect immediately upon adoption.

SECONDED BY COUNCILMEMBER _____.

Bold denotes ADDITION.



**THE CITY OF POUGHKEEPSIE
NEW YORK
SPECIAL COMMON COUNCIL
MEETING MINUTES**

Monday, June 29, 2020 6:00 pm

City Hall

Chair Salem called the meeting to order at 6:07 p.m.

I. PLEDGE OF ALLIANCE:

II. ROLL CALL 8 Present 4 Absent (Councilmember Cherry, McNamara, L. Johnson and R. Johnson)

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

NONE

II. MOTIONS AND RESOLUTIONS:

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

**RESOLUTION INTRODUCING LOCAL LAW AMENDING CHAPTER 7
OF THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED "CITY OFFICERS AND EMPLOYEES" IN COORDINATION WITH THE
RIGHT TO KNOW ACT
AND PROVIDING FOR PUBLIC NOTICE AND HEARING
(R20-57)**

INTRODUCED BY CHAIR SALEM, COUNCILMEMBERS PETSAS, MENIST, LORRAINE JOHNSON, BRANNEN, FLOWERS, CHERRY:

BE IT RESOLVED that an introductory Local Law, entitled "Local law Amending Chapter 7 of the City of Poughkeepsie Code of Ordinances," in coordination with the "Right to Know" Act be and is hereby introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess

and State of New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed Local Law be laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council hold a public hearing on said proposed Local Law at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at 6:00 o'clock P.M., on July 6; and

BE IT FURTHER RESOLVED that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least ten (10) days prior thereto.

On a motion by Councilmember Brannen, seconded by Councilmember Menist, the resolution was adopted on a vote of 5 Ayes, 0 Nays.

The Mayor declared this resolution adopted:

Dated: June 29, 2020

SECONDED BY COUNCILMEMEBR MENIST

R20-57						
☒ 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	☒	☐	☐	☐

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 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.

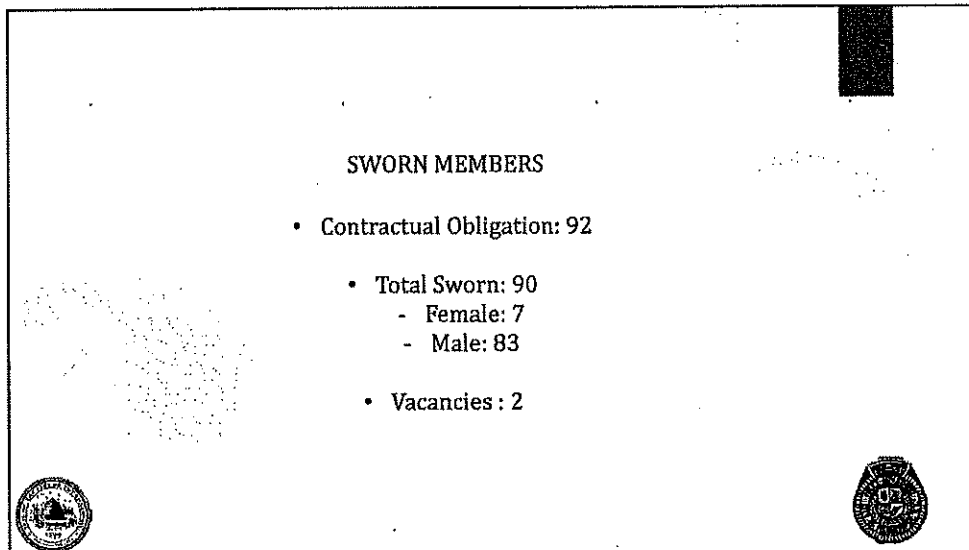
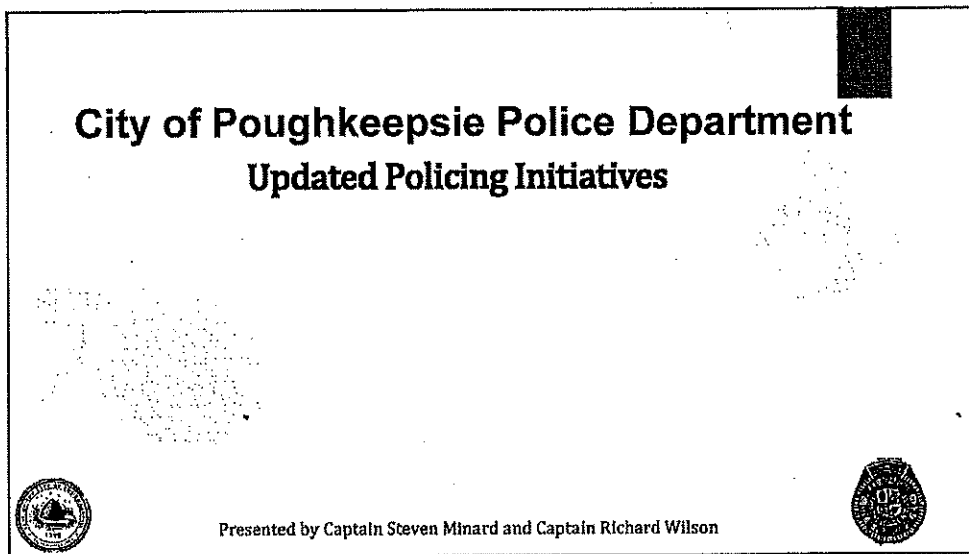
SECONDED BY COUNCILMEMBER BRANNEN:

Special Common Council Meeting Minutes of Monday, June 29, 2020

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

III. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. Captain Minard from the City of Poughkeepsie Police Department.



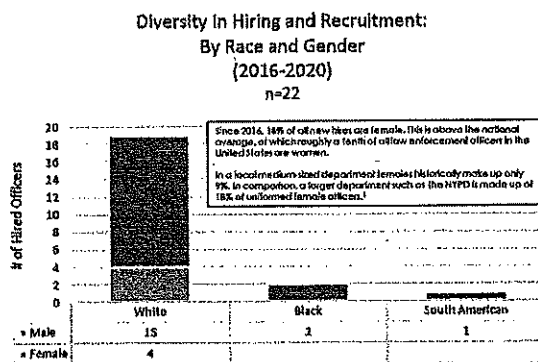
Diversity in Hiring and Recruitment:
Percentage % of Hires By Race/Ethnicity
[2016-2020]
 n=28 positions

14% of all new hires since 2016 identify as Black/African American or South American

White
 Black or African American
 South American

White: 70%
 Black or African American: 21%
 South American: 9%

Since 2016, the department has been active in recruiting and hiring 22 new officers. The department has interviewed over 100 candidates in total. The new hires are of different backgrounds, races, and genders which have allowed the department to continue to build upon a diverse police workforce.



7/2/2020

City of Poughkeepsie Police Department Recruitment -

CAREERS IN LAW ENFORCEMENT

- This 16-week program is taught by members of the department as a way to expose and enrich the interest of high-school aged, young adults, to all types of work within the criminal justice system.

PATHWAYS TO POLICING

- Is a collaborative effort amongst the City of Poughkeepsie, Poughkeepsie School District, and Dutchess Community College to attract local city students to a career path in Law Enforcement.

Additional efforts include presentations at high school and college career fairs.



CAREERS IN LAW ENFORCEMENT

2019



7/2/2020

President Obama's Task Force on 21st Century Policing

- ▶ The task force was created to strengthen community policing and trust among law enforcement officers and the communities they serve.
- ▶ The task force was comprised of police experts, academia and community members. The contents of the full report were released in May of 2015.
- ▶ The results were evaluated and a strategy was developed on how the goals and objectives as outlined in the report could be achieved by the City of Poughkeepsie Police Department.
- ▶ The **Six Pillars** of President's Task Force on 21st Century Policing; Building trust & legitimacy, policy & oversight, technology & social media, community policing & crime reduction, officer training & education, officer safety & wellness



Community Policing

- ▶ This unit was dissolved in 2011 as a result of budget cuts. Recognizing the community's desire to have a community policing program to address neighborhood needs, the program was re instituted in 2019.
- ▶ As part of officer retention implemented in 2018, community policing returned full time.



Photos Courtesy: Mid-Hudson News
The Poughkeepsie Journal

7/2/2020

City of Poughkeepsie Police Department

POLICE ACADEMY

- In addition to the general topics, recruits receive specialized training in the following areas; **Procedural Justice & Implicit Bias, Crisis Intervention Training, Ethics & Professionalism, Cultural Diversity, Bias Related Incidents, Professional Communication, Decision Making, and more.**



City of Poughkeepsie Police Department Training -

DEPARTMENT

In 2018 & 2019 department members attended over 15,000 hours of training. This includes NYS mandated training, required NYS and Federal certifications in various topics. A number of our members attend training to become certified trainers in a host of topics. This training allows them to teach our members directly.



7/2/2020

City of Poughkeepsie Police Department

Training - continued

Procedural Justice

- The **Four Principles of Procedural Justice**: Voice, Neutrality, Respect, and Trustworthiness.
- The City of Poughkeepsie Police Department implemented Procedural Justice in training to the entire police department in 2018. CPPD has a Master Instructor (LT Sean McCarthy DCJS certified) in Procedural Justice & Implicit Bias. Lieutenant McCarthy is the only recognized Master Instructor in the multi county area of the Hudson Valley. Additionally, there are 5 associate instructors on these topics.
- In 2019 CPPD trained all sworn department members in Implicit Bias. CPPD has one Master Instructor and 3 associate Implicit Bias Instructors on this topic.



City of Poughkeepsie Police Department

Procedural Justice Committee

- CPPD has partnered with members of the community in forming the Procedural Justice Committee. The committee meets several times per year to discuss local, state and national issues concerning police and community relations.
- Additionally, CPPD Command Staff and others have received numerous inquiries regarding the CPPD Procedural Justice Program.
- LT McCarthy has received requests from other police departments as well as DCJS to train other police department members and implement a similar program.



7/2/2020

City of Poughkeepsie Police Department Training - continued

Crisis Intervention Training

- Approximately 75% of the police department is trained in Crisis Intervention Training which is a nationally recognized training in de-escalation. CPPD has 3 instructors in Crisis Intervention.
- The Dutchess County CIT program began in 2015 and was nationally recognized for its successful model program by the International Crisis Intervention Training (ICIT) organization.



City of Poughkeepsie Police Department Street Outreach -

Behavioral Evaluation & Assessment Team (B.E.A.T)

- The City of Poughkeepsie continues to work with many interdisciplinary agencies such as Dutchess County Department of Behavioral and Community Health (DCDBCH) and Hudson River Housing to address complex social issues (i.e. homelessness, substance abuse, mental health)
- Officers and Licensed Master Social Workers respond to homeless related calls for service, assist the homeless in making appointments and connecting with community resources, perform checks at homeless shelters, create community partnerships with non-profits and local businesses, and educate the community on the B.E.A.T. team through press releases and in-person at community meetings.



- B.E.A.T. Patrol Unit - Conducted over 500 interventions in 2018/2019



7/2/2020

City of Poughkeepsie Police Department Street Outreach -

S.N.U.G.

- SNUG has been a vital part of our anti-violence, street outreach initiatives. The City of Poughkeepsie (Dutchess County) GIVE partners work with SNUG to quell violence. The SNUG program works to engage those at the physical and social epicenter of violence, by redirecting them into more productive lifestyles and preventing retaliation.
- In 2019, SNUG conducted 24 mediations, hosted 12 events (8 community and 4 participant events), and responded to 4 shootings and 2 homicides.



City of Poughkeepsie Police Department Street Outreach -

Community Survey

- The survey (printed in both English & Spanish), was sent out to 3,000 randomly selected households last year to gauge the public's feelings about community-police interactions. The Marist College Center for Social Justice Research tabulated the results of that survey.



7/2/2020

City of Poughkeepsie Police Department Policies, Programs and Reform Efforts -

POLICY MANUAL

- ▶ Beginning in 2016 the police department entered into an agreement with Lexipol LLC. Lexipol is one of 2 national companies that provide police management software for public safety.
- ▶ The City of Poughkeepsie Police Department's policy manual was dated and in need of attention. The command staff of the police department met weekly for over one year to review each and every policy related to police activities.
- ▶ Each and every policy includes direct requirements contained in Federal Law, NYS Law, Best Practices and New York State Accreditation standards. All of this information is integrated into a policy that also recognizes the needs of the City of Poughkeepsie and the Police Department. In 2019, it was issued department wide.



City of Poughkeepsie Police Department Policies, Programs and Reform Efforts

Transparency

- ▶ The CPPD policy manual has been made available to the public online.
- ▶ Civilian complaints may be filed through the police department, several locations within City Hall and finally online.
- ▶ Body Worn Cameras are required by all uniformed members and have been since January 2020.



7/2/2020

City of Poughkeepsie Police Department Policies, Programs and Reform Efforts -

USE OF FORCE

➤ Duty to Intercede

- Implemented when new policy manual was created/issued.
- Intervention techniques are also covered in the Ethics & Professionalism training curriculum.

➤ Reporting the Use of Force

- Pursuant to Executive Law sec. 840 and DCJS guidelines, any use of force by a sworn member must be reported in a timely manner to a supervisor and NYS DCJS. An administration investigation is automatically conducted as a follow-up.

➤ Watch Commander Responsibilities

- The Watch Commander shall review each use of force by any personnel within his/her command to ensure compliance with this policy to address any training issues.

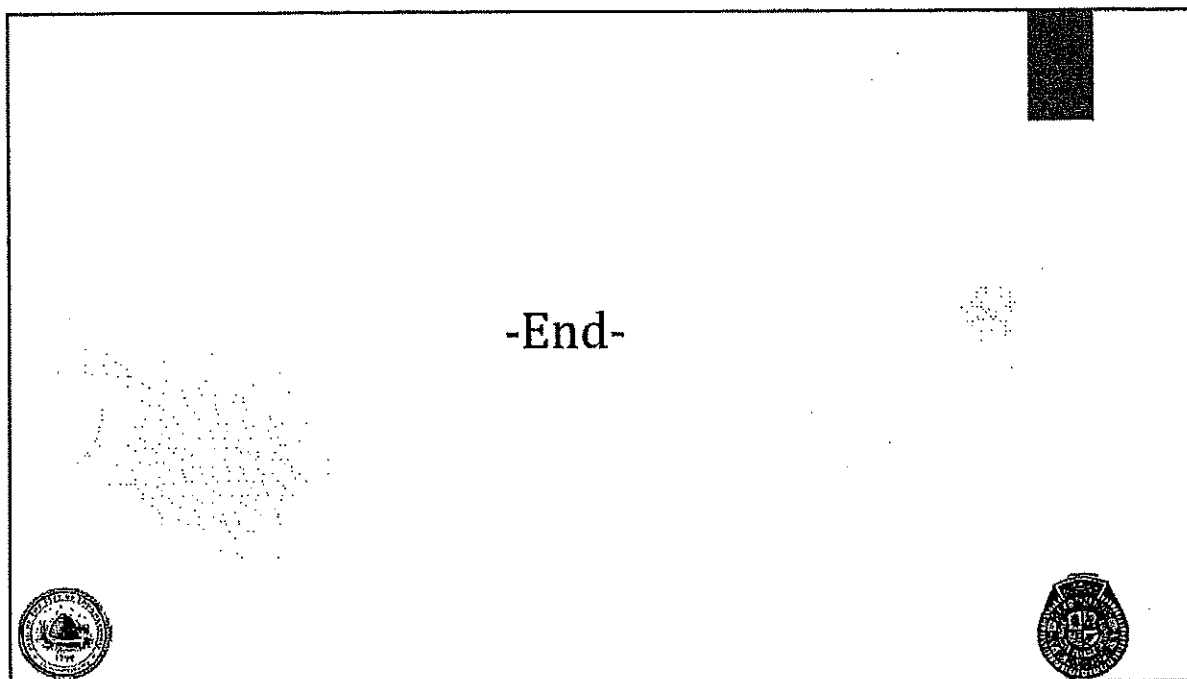


City of Poughkeepsie Police Department Policies, Programs and Reform Efforts -

Ethics & Professionalism

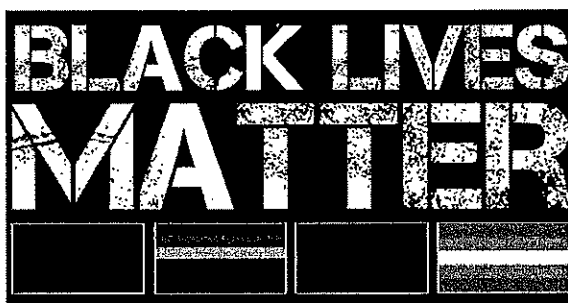
- The Ethics & Professionalism course and curriculum was updated to meet the needs of the 21st century law enforcement officer.
- In 2018, CPPD Captain Steven Minard was selected by NYS DCJS along with other county, state, and federal (FBI) officials to serve on a committee which was responsible for the revision of the **MPTC Basic Police Officer: Ethics & Professionalism** curriculum.





2. End the New Jim Crow Network (ENJAN).
3. Celebrating the African Spirit.
4. Black Lives Matter Hudson Valley.

A Case for Defunding the Police



Every 28 hours the police shoot an unarmed Black person in America

- Report written and released by the Malcolm X Grassroots Movement - in 2013 conduct a study of police and vigilante encounters in the Black community (national)
- MXGM documented 313 deaths at the hands of police officers and vigilante interactions that resulted in the deaths of Black people during, what was described as, routine encounters
- 136 of those death were encounters with police that were unarmed
- <http://www.mxgm.org/>

How did we get here?

- First shipment of Africans arrived in Virginia in 1619
- A history of criminalizing and dehumanizing Black people after the case of John Punch in 1640
 - African worker declared chattel slave (human life as property)
 - Dehumanization and brutal treatment of Africans enshrined in law
- US economy grows on the back of enslaved Africans workers
- US political institutions established to protect this arrangement
 - Slave patrols and slave catchers to protect "property" and not Black Life
- Religious and social norms influence the ideas, behaviors and cultural practices of the treatment of Black people
 - Property at the expense of Black Lives
- Anti-Black racism profitable as a concept still operating today

Community Safety Back Then

- **Back Then:**
 - **In the North:** Neighborhood watches and communities relied on each other for safety solutions
 - **In the South:** The need for policing was tied to the control of enslaved population - 1st formal slave patrol was formed in 1704 in South Carolina
 - Night riders, lynch mobs, and road patrols used to police Black people during enslavement
 - **Formal Policing:** Neighborhood watches were used until 1838 when the first formalized police force was created in Boston

TIME's article on policing

Community Safety Now

- **Now:**
 - Black people make up 13.6% of the US population
 - Between 1980 and 2015, the number of people incarcerated in America increased from roughly 500,000 to over 2.2 million.
 - In 2014, African Americans constituted 2.3 million, or 34%, of the total 6.8 million correctional population.
 - African Americans are incarcerated at more than 5 times the rate of whites.
 - The imprisonment rate for African American women is twice that of white women.
 - Nationwide, African American children represent 32% of children who are arrested, 42% of children who are detained, and 52% of children whose cases are judicially waived to criminal court.
 - Though African Americans and Hispanics make up approximately 32% of the US population, they comprised 56% of all incarcerated people in 2015.
 - If African Americans and Hispanics were incarcerated at the same rates as whites, prison and jail populations would decline by almost 40%.

NAACP Fact Sheet

Why Reform Won't Work

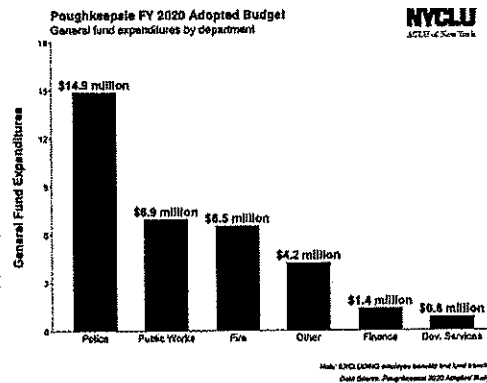
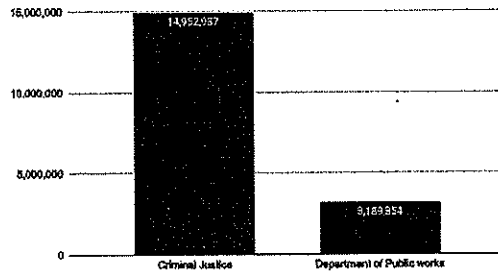
- Our current concepts of policing and justice are shaped by negative narratives about Black people from the time of enslavement to present
- We, as a country, have never addressed anti-Black racism or reparations
- Anti-Black racism is the foundation for the impetus of policing
 - Racial profiling
- Why are people being locked up?
 - Crimes of survival
 - Mental Health
 - Poverty

What you can do right now:

- Enforce 50-A
- Pass and enforce the "Right to Know Act"
- Civilian Complaint Review Board that has the power to remove officers for misconduct
- Accessible complaint process
 - That doesn't result in retaliation
- Engage in Undoing Racism training for ALL city employees
- Understand why your systems have to change and why reform is not going to help!

How you are spending your money right now:

Criminal Justice Budget vs DPW



Not enough investments in things that make communities thrive and stay safe.

Defunding the Police

- Make a 1-5 year plan for divestment
 - Make a commitment to shifting 15%-20% of the current police budget to reinvestment in the community
 - Being critical of the infrastructures being established to allocate these funds
 - As indicated by the Black community, including representation of marginalized communities
- Expand the already existing the Restorative Justice program in Dutchess County
 - Provide training (in the model, anti-oppression training to address misogyny, anti-LGBTQ+) and create jobs for city of Poughkeepsie residents who are connected to the community and can help to settle disputes
- Invest in parks and recreation
 - Safe playgrounds and more pocket parks for residents to access and enjoy
- Invest in youth programs and employment

Defunding the Police

LISTEN TO WHAT THE COMMUNITY WANTS AND HOW THEY WANT THESE FUNDS INVESTED!

Black Lives Matter Hudson Valley is partnering with the Newburgh LGBTQ+ Center, Community Voices Heard and ENJAN to host a community strategy session to talk with people the community about HOW THEY want to see money be invested in the community.

Congregation

Friday 6pm, July 3rd

Mansion Square Park - Poughkeepsie

5. Assemblyman Jacobsen.
6. County Legislator Randy Johnson.
7. Shannon Wong from the NYCLU

IV. PUBLIC PARTICIPATION:

1. Robert Pemberton
2. Kalimah Karim
3. Jen Herman
4. Joe Torres

Good Evening

First, I pray everyone is safe and well.

Second, I thank you for inviting me to share my insights about Community Policing (CP). Though I am not a Poughkeepsie resident, I live in the Town of Wappinger, I likely have a very unique perspective to offer about CP. Like many other young men of color, I too was the victim of an overzealous police officer in the Bronx who, on his very first day patrolling the streets of the Bronx, was eager to “get [his] first collar”. I share this experience for context only. For the sake of expediency, I will forego the details but suffice it to say I pleaded to Obstructing Govt Admin. That experience and a few others led me to get more involved in my community.

In 1998, I was elected by the community to become president of the 47th Precinct Community Council (PCC). It is that experience I want to share with this body and fellow concerned citizens in

the hope that a similar program can be implemented here in Poughkeepsie. Though I might be getting ahead of myself, when successfully implemented, this program can become a model for a Countywide and Region wide program. Prior to being selected by my fellow community members, I also completed a 16 week training course at the NYPD Police Academy. It was an accelerated program structured after the complete training of an NYPD Recruit. The training included "Shoot Don't Shoot" identify and correctly describe the facts of an scene ncident, dealing with EDP's - emotionally disturbed person, and other training methods.

As stated in the Mission statement of the attached document, NYPD Community Council Guidelines, "the mission...is to establish and maintain working partnerships between the [local] police department and community members...."

The guidelines are self explanatory, so I won't read what is written. What I will share are the benefits that I personally experienced as part of the 47th PCC.

As chair I would meet regularly with the Precinct Commander and Executive Officer. Together, and at monthly (1) **CompStat** meetings, using statistical information we identified and discussed trends that needed additional police presence. We established the Community Emergency Response Team, the CERT Team. Our function was to serve as the liaison between the police and community to ensure a timely flow of information if hostilities and tensions were to develop in our community. This was a much needed venture since the killing of Amadou Diallo had taken place less that a year earlier.

Our meetings were held monthly and all residents of the community were invited to participate. The meetings wee generally loose and friendly and attended by the precinct commander and many officers in uniform. In my term as president, I never encountered any hostilities at any meeting I was part of. Refreshments were provided and officers were intermingle and laugh with the community. Every year the officers and commanders would participate in an end of year celebration where gifts were collected and distributed to local children. Local businesses would participate and in fact, a local bike shop would gift one child a brand new bicycle.

If a community member was concerned about a certain officer, then those discussions were held in private out of public view. And those issues were addressed. Though the 47th PCC had no authority over any officer of police decision, we did have input and as a result some influence.

I've only briefly described my experiences and I firmly believe that the PCPD and community would benefit greatly and immediatley by implementing a similar program in Poughkeepsie, and eventually Dutchess County.

I offer the enclosed photos of some of my involvements and accomplishments through the many years to demonstrate my commitment to the communities in which I live. Please do not misconstrue their inclusion as boasting, as most of these awards were for many years hidden in a closet until my son found them.

With that, I will yield and answer any questions should anyone have any.

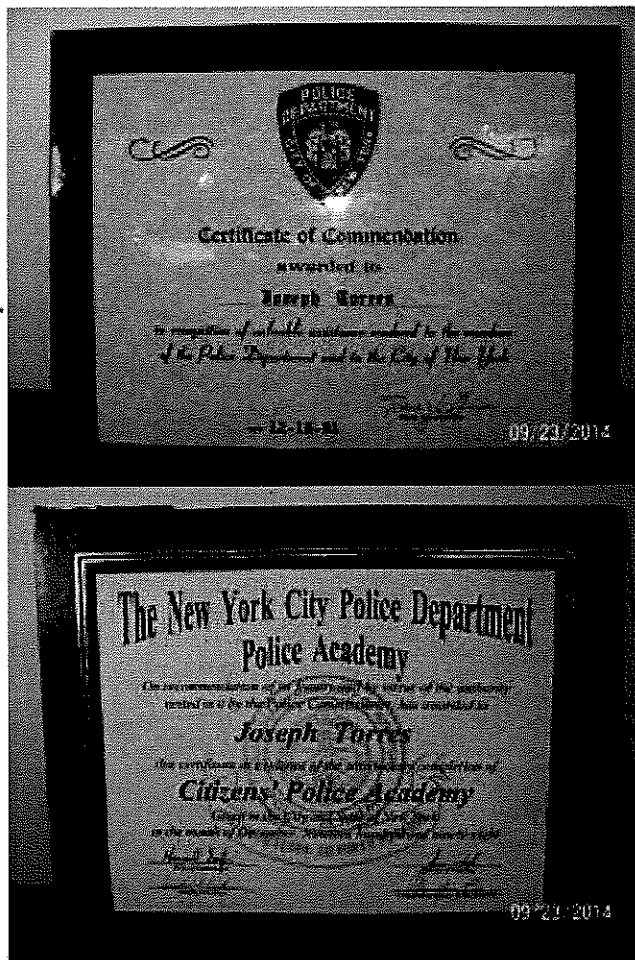
Respectfully

Special Common Council Meeting Minutes of Monday, June 29, 2020

Joe Torres

The attachments

NYC Transit 5-16-86



Special Common Council Meeting Minutes of Monday, June 29, 2020



COMMUNITY COUNCIL GUIDELINES



JAMES P. O'NEILL
Police Commissioner

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NEW YORK CITY POLICE DEPARTMENT
COMMUNITY AFFAIRS BUREAU
Police and Community Working Together



The Community Affairs Bureau was established to foster positive and productive police-community relations. Positive and productive community relations are accomplished when mutual understanding and partnerships with community residents, clergy, community leaders, business owners and stakeholders occurs. Our mission is to establish and maintain proactive relationships and open lines of communication with vested persons to address their questions and concerns in an effort to improve the quality of life in all neighborhoods. By gathering intelligence, dispelling rumors, disseminating accurate information and working collaboratively with other City agencies and community-based organizations we can better work with those persons living and working in the City of New York.

Community stakeholders have a great deal of input in shaping the climate of their communities, by sharing information and working together with the New York City Police Department. This relationship is an important one.

Special Common Council Meeting Minutes of Monday, June 29, 2020

NEW YORK CITY POLICE DEPARTMENT COMMUNITY COUNCIL GUIDELINES

History

New York City Police Department Community Councils were established in 1943. Today there are a total of eighty-five (85) New York City Police Department Community Councils throughout the five (5) boroughs. The Councils play an integral role by serving as a conduit of information between the police and community residents, clergy, community leaders, business owners and stakeholders; raising awareness and ensuring the needs of the community are reported and addressed. Community Councils are comprised of volunteers who give of their time, effort and who are committed to the betterment of their communities. Volunteerism is a core component in reinforcing the social fabric in our communities.

Purpose

The purpose of this document is to serve as the standing rule governing the Community Council Executive Boards and its members. All Community Councils shall adhere by the Community Council Guidelines, as published herein by the Community Affairs Bureau. All other publications, constitutions and bylaws adopted independently shall be considered null and void. Robert's Rules of Order, Newly Revised, 11th Edition, will apply unless it is in conflict with a regulation outlined in the New York City Police Department Community Council Guidelines.

Mission

The mission of the Community Council is to establish and maintain working partnerships between the New York City Police Department and community members; to improve public safety, quality of life and police-community relations throughout New York City. These working partnerships enable the Department in its crime-fighting strategy, build mutual trust and empower community members as stakeholders.

5

5. Develop innovative ways to stimulate community participation by initiating Council sponsored programs such as graffiti cleanup initiatives, block beautification programs, crime prevention seminars and police-youth events to improve quality of life and public safety *(It is strongly recommended that Community Councils create new and interesting ways to involve the community to participate in programs that benefit the community as a whole);*

6. Develop ways to increase Council membership *(Create innovative methods to raise awareness and highlight the importance of the Community Council).*

A. MEMBERSHIP

1. Community members 18 years of age residing or operating a business in the community, or serving as a member of a local civic organization or religious institution are eligible to become an official member of a Community Council;
2. The following may not serve on the Community Council Executive Board, but may be part of the general Council membership:
 - a. Elected or appointed political officials (excluding appointed Community Board Members);
 - b. Full-time employees of the New York City Police Department.
3. Executive Board and Council membership is an unpaid voluntary position;
4. All members in good standing are eligible to vote on Council business (Item M);
5. Council members will complete a Personal Data Sheet (Item N);
6. Each member of the Council must sign an attendance log at the beginning of each meeting;
7. Council activities are to be inclusive to all members of the community;
8. When serving in the capacity as Community Council Executive Board members at meetings/events, members are required to maintain non-partisan political positions and shall not endorse any political candidate or political party; the Community Council President and Sergeant-at-Arms shall ensure this resolution is enforced.

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Objectives

1. Establish meaningful partnerships and maintain direct contact between the Commanding Officer, Community Affairs Officer, the Community Council Executive Board and the community;
2. Encourage community members to report public safety and quality of life issues to the New York City Police Department; encourage community members to help establish methods to decrease these public safety and quality of life infractions;
3. Raise awareness of law enforcement efforts (e.g. wanted person information, crime patterns, etc.) and actively partner with the Department to improve relationships and encourage community participation throughout New York City;
4. Promote existing New York City Police Department programs that enhance public safety, quality of life and police-community relations; including but not limited to:
 - a. Block Watchers
 - b. Civiles Observation Patrols
 - c. Auxiliary Police
 - d. Civilian Observer Ride-Along
 - e. Citizen's Police Academy
 - f. Employers Program
 - g. Crime Prevention programs
 - h. Summer Youth Police Academy
 - i. Cops and Kids Click Together

Please visit our website at www.nycpolicecommunityaffairs.com to view a full description of all of our programs.

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B. EXECUTIVE BOARD

The Executive Board shall consist of all elected Council members. The Executive Board should consist of seven (7) elected members to be considered functioning at optimal level, but must maintain a minimum of five (5) elected members to be considered a functional Board. The Executive Board must consist of:

- One (1) President
- One (1) Vice President
- One (1) Treasurer
- One (1) Recording Secretary
- One (1) Sergeant-at-Arms
- One (1) Corresponding Secretary and one (1) Assistant Secretary are not required for Boards consisting of less than seven (7) members.

The Executive Board will oversee all operations and present policy decisions recommended to the general membership. The Executive Board will not publicly endorse a political candidate under any circumstances at Community Council meeting/events, whether the political figure is present or not. Executive Board members that are employed by elected/appointed political officials may not push their agenda or operate within that role at Council meetings.

During political elections, the Council President and Sergeant-at-Arms will strictly enforce that political candidates and their staff do not make any statements or speeches that are political in nature at council meetings/events.

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Special Common Council Meeting Minutes of Monday, June 29, 2020

DUTIES OF EXECUTIVE BOARD MEMBERS

PRESIDENT:

1. Preside at all meetings and call special meetings, if necessary;
2. The President will cast the deciding vote on motions brought to the floor that have resulted in a tie. This deciding vote does not apply in the election process for Executive Board membership;
3. Co-sign checks written in the name of the Council with the Treasurer; in exigent circumstances or in the absence of the Treasurer, the Recording Secretary may co-sign with the President;
4. Serve as official representative of the Council in accordance with the policies set forth by the Executive Board, unless otherwise amended by the Chief of Community Affairs. Nominate chairpersons of all standing and ad-hoc committees (Item P), with ratification by the majority of the full membership;
5. Visit with the Precinct Commanding Officer frequently, but not less than quarterly, to discuss community issues and concerns. Work collectively to find innovative ways to increase membership while being inclusive of all groups who reside or do business within the precinct;
6. Provide Police Department public safety-related information (e.g. crime patterns, crime trends, wanted posters etc.) to Community Council members to disseminate via email and/or other methods of communication to community residents, clergy, community leaders, business owners and stakeholders;
7. Secure Department-issued Community Council Identification card and have in possession when conducting Council business (Item Q);
8. Perform all other duties pertaining to the office.

VICE PRESIDENT:

1. Preside at all meetings in the absence of the President;
2. Assist the President in carrying out duties;
3. Oversee committees and report committee activity to the Executive Board;

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4. Secure Department-issued Community Council Identification card and have in possession when conducting Council business (Item Q).

TREASURER:

1. Be responsible for all financial matters of the Council;
2. Maintain an accurate record of all financial matters;
3. Prepare a financial report to be read at all Council and Executive Board meetings.
Maintain a copy of financial reports on file and make available in the precinct's Community Affairs office for inspection. A member in good standing may submit a request to the Council President to inspect financial records. Submit an Annual Financial Report of all expenditures to the membership at a regular meeting at the end of the fiscal year ending June 30th. A copy of the report must be submitted to the Chief of Community Affairs;

4. Maintain a bank account in the name of the Community Council at a bank approved by the Executive Board;

5. Co-sign checks with the President; withdrawals shall be valid if co-signed by the President and Treasurer; the Recording Secretary may co-sign checks or withdrawals in the name of the Council with the President in exigent circumstances or in the absence of the Treasurer;
6. Serve as a member of the Corporate Affairs and Fundraising Committee (Item P);

7. Perform such other duties as delegated by the Community Council President.

RECORDING SECRETARY:

1. Record minutes of all proceedings at Council and Executive Board meetings;
2. Maintain meeting minutes, attendance records and all correspondence on file and make available in the precinct's Community Affairs records for inspection;
3. Forward a copy of the meeting minutes and attendance records to the Office of the Chief of Community Affairs, highlighting the issues and concerns presented at the meeting. This report will be forwarded no later than ten (10) business days after the meeting.
4. Read minutes of the previous meeting at the beginning of all Council meetings;
5. A member in good standing may review previous minutes and attendance records by appointment;
6. Maintain the Community Council social media sites i.e. Facebook, Twitter, etc.; this responsibility may be delegated to the corresponding secretary, if this position is staffed;
7. May co-sign checks written in the name of the Council with the President in exigent circumstances or in the absence of the Treasurer;

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8. Determine members in good standing by using current attendance records;
9. Perform such other duties as delegated by the Community Council President.

CORRESPONDING AND ASSISTANT SECRETARIES (Executive Board with five (5) members will delegate the following duties to the Recording Secretary):

1. The Assistant Secretary shall perform such duties in the absence of both the Recording and Corresponding Secretaries;
2. Be responsible for all Executive Board and Council correspondence;
3. Maintain a mailing list including email addresses of all members in good standing;
4. Prepare and mail/email out all notices of meetings ten (10) days prior to all council meetings, highlighting on notices if meeting location or time has changed;
5. Maintain the attendance records for the Council;
6. Record minutes in the absence of the Recording Secretary;
7. Perform all other duties as delegated by the Community Council President.

SERGEANT-AT-ARMS:

1. Maintain order at all meetings;
2. Maintain a copy of Robert's Rules of Order, Newly Revised, 11th Edition;
3. Assist the President in resolving any dispute concerning meeting operations in accordance with the Community Council Guidelines and Robert's Rules of Order, Newly Revised, 11th Edition;
4. Perform such other duties as delegated by the Community Council President.

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C. MEETINGS

1. Councils may meet at their respective Precinct/Police Service Area (PSA) or at a designated meeting location within Precinct/Police Service Area (PSA) boundaries. At least two (2) Council meetings should be held at an alternate location other than the designated meeting location; this ensures that consideration may be given to other members as well as attaining maximum participation at Community Council meetings;
2. Notices of Council meetings must be given to all members in good standing ten (10) days prior to each scheduled monthly meeting by regular mail or email if there is a location or time change;
3. Councils shall hold a minimum of eight (8) meetings and should strive to have a cumulative annual attendance of three-hundred (300) community members per calendar year. Councils who do not reach this goal should consider increasing their recruitment activities to increase membership;
4. Meetings are to start and end on time; this impacts professionalism, and consideration for members' time as valuable and is important for retention as well as for recruitment purposes;
5. The President will call the meeting to order and must follow their planned agenda covering the Council's order of business (see "Meeting Plan" - Robert's Rules of Order Newly Revised, 11th Edition);
6. New members must sign the attendance log and will be directed to complete a Personal Data Sheet (see Item N);
7. Each member of the Council must sign in the attendance log at the beginning of each meeting. The Commanding Officer or designee will maintain the attendance log in a boxed Department locker:
 - a. Failure to sign this log may effect a member's eligibility to vote on Council matters or run for an Executive Board position. Council members are prohibited from signing other members in the attendance log;
 - b. The attendance log will be available to sign at the beginning of the meeting and until 30 minutes from the start of the meeting.
8. Councils may adjourn during July and August, if approved by the Council;

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9. Guest speakers should be carefully selected and instructed not to endorse any political party or political candidate;

10. No elected officials or political candidate attending Community Council meetings may campaign at council meetings;

11. The President will ensure that there is a process and an appropriate forum in which Community Council members can voice their concerns/complaints to Precinct personnel without disrupting the Council meeting agenda. This process will include the documentation of complaints and the disposition of each complaint lodged. Council Presidents should consider allowing ample time at the end of each meeting for community members to have their concerns heard and documented by a member of the Executive Board. The President will receive a copy of the complaint from the Executive Board member in writing. The President will inform the Precinct Commanding Officer of the complaint/concern brought to the attention of the Council. The Precinct Commanding Officer or designee will address each complaint/concern and will provide the Council President with a resolution or response. The Council member who lodged the complaint/concern will be provided with a response/resolution by a member of the Executive Board. Additionally, frequent complaints or an inordinate number of complaints for the same issue will be addressed at the next meeting by the Precinct Commanding Officer.

1. CONDUCT OF MEETINGS

The President of the Council shall preside over all meetings ensuring that Council business is executed. The Sergeant-at-Arms will maintain order at all meetings assisting the President and will maintain a copy of the New York City Police Department's Community Council Guidelines and of Robert's Rules of Order, Newly Revised, 11th Edition during Executive Board and Council meetings. The Council Guidelines shall govern the meetings of the Council. All Council meetings shall be conducted in good order.

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4. Eligible voters and candidates will be those members who have attended at least four (4) regular meetings within the twelve (12) month period. This period will not include April and May meetings;
5. At the beginning of the April meeting, the Election Committee shall present the eligible voter and candidate lists to the Council members. Challenges to the eligibility lists shall be addressed at this time;
6. During the May meeting, nominations will be taken from the floor for all positions on the Executive Board. Candidates may run for only one position on the Executive Board per election;
7. The election shall be held at the regularly scheduled June meeting;
8. The Election Committee and the Commanding Officer or designee, shall create ballots with the names of all nominated candidates. The order of candidates for each position on the ballot shall be alphabetical;
9. There shall be sufficient ballots prepared to accommodate the number of eligible voters;
10. The election shall be by secret ballot. The ballots will be numbered on the back, and will be initiated by a member of the Election Committee and the Commanding Officer or designee. This will serve as a control number. Ballots will be distributed in a random order. No ballot will be identified by the voter's name;
11. The Election Committee will ensure that the ballots are distributed in random order. Eligible voters must be present and cast their ballot personally. No proxy voting shall be permitted. Each eligible voter present will be issued one ballot. A check will be made on the eligible voters list under the caption "Ballot Issued";
12. After all ballots have been distributed, a period of fifteen (15) minutes shall be given for voters to make their selections. Each voter shall place their ballot into the ballot box. A check will be made on the eligible voter list that the ballot was received from the voter;
13. Members cannot vote for more than one candidate per position. Any ballot marked more than once for one position will not be counted. Portions of the ballot completed properly will be counted;
14. After all the ballots have been collected, the Election Committee and the Commanding Officer or designee will tally the votes. The results of the election will be announced

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D. VOTING

1. NOMINATING AND GENERAL VOTES

A member of the Community Council who is in good standing (Item M) must have attended four (4) or more meetings in the twelve (12) month period in order to be able to cast a vote. Only those members who are in good standing will be eligible to nominate members for Executive Board positions, run for office or vote in Council elections. Anytime a vote is required, 20% of the general membership in good standing shall constitute a quorum. A quorum is a minimum number of members that must be present. A quorum must be reached and maintained at any general membership or Executive Board meeting where a vote will be taking place. If a quorum is not reached, any Council business that requires a vote will be postponed until the next meeting where a quorum can be reached. Votes are to be made by those Council members present; no absentee votes or proxy voting will be allowed.

2. EXECUTIVE BOARD VOTES

Only members of the Executive Board, who are in good standing, will be permitted to vote on issues presented at Executive Board meetings. Anytime a vote is required, 50% of the Executive Board members shall constitute a quorum. A vote will be postponed if there is not a quorum.

E. ELECTION PROCESS

1. The election shall be coordinated by the Election Committee (Item P) and the Commanding Officer or designee;
2. At the March meeting, the President and the Commanding Officer will review the attendance and choose three (3) members in good standing to comprise an Election Committee;
3. This Election Committee and Commanding officer will review and determine who is eligible to vote and run for office. No member of the Election Committee shall be allowed to seek office for the upcoming election;

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Immediately, in case of a tie, candidates will be given an opportunity to address the membership for five minutes. A second vote will be held immediately after both candidates have addressed the membership. A second ballot with blank slots will be distributed amongst eligible voters. This ballot will be initiated by a member of the Election Committee and the Commanding Officer or designee, this will also have a control number. If there is still a tie for the Presidency, the incumbent Executive Board will cast the deciding vote; if there is a tie for an Executive Board position other than the President, the incumbent President will cast the deciding vote. The Election Committee will collect and count the ballots. The results will be read by the Commanding Officer;

15. The Commanding Officer or designee will announce the results of the election;
16. Officers elected in June shall assume their positions on July 1st of the election year;
17. Elections will not be postponed unless approval is granted by the Chief of Community Affairs.

Special Elections

If an Executive Board member declines to serve the unexpired portion of a term, the President will nominate a suitable candidate from the general membership with two-thirds (2/3) of the Executive Board's approval of said nomination.

F. TERMS OF OFFICE

A Community Council Executive Board member shall only be able to serve four (4) consecutive, two (2) year terms; however, any Community Council Executive Board member who has served more than the terms outlined without opposition or unchallenged during elections, prior to the publication of these Guidelines, is "grandfathered in" the position and can only be removed if they are voted out or relieved of their duties by the Chief of Community Affairs. Moreover, all newly appointed Presidents must adhere to the four (4) consecutive, two (2) year term limits. Non-consecutive terms are unlimited. Those newly appointed to their positions at the end of four (4) consecutive two (2) year terms may not run for any Executive Board position in the election held in their last month of office. Executive Board members will be eligible to run for any

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position after a full-term (July-June) has passed without holding any elected Executive Board position.

G. VACANCIES

If an Executive Board position of President becomes vacant during the term of office the Vice President will fill the position. If the Vice President declines the position of President, the existing Executive Board members will hold a special election (Item E-Special Elections). If the Vice President position becomes vacant during the term of office a special election will be held to fill the position. If an Executive Board position becomes vacant during the term of office, Board members will move up to the position directly above their position. If an Executive Board Member declines the new position or a vacancy is created as a result, the position will be filled by holding a special election.

For the purpose of filling vacancies, the order of succession will be:

1. Treasurer
2. Recording Secretary
3. Sergeant-at-Arms
4. Corresponding Secretary
5. Assistant Secretary

H. RECOMMENDATION FOR REMOVAL

The recommendation to remove a member of the Executive Board must be made in writing to the Chief of Community Affairs by two-thirds (2/3) of the Executive Board and the recommendation of the respective Precinct/PSA Commander. The Executive Board member who is the subject of removal must be notified in writing by the Precinct/PSA Commander.

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- a. This Council member may still attend Council meetings however, voting privileges will be suspended for elections or any other matters;
- b. A member of the Council may appeal the removal of his/her privileges to the Appeal Committee within thirty (30) days.

K. FINANCES AND RECORD KEEPING

1. The Council shall maintain a fiscal year of July 1st through June 30th. The Council shall limit its fundraising to no more than \$50,000.00 each fiscal year. Should the Council, under exceptional circumstances, wish to increase its fundraising to more than \$50,000.00, the Council must submit a written request to the Chief of Community Affairs and a copy to the Commanding Officer or designee. The Council will proceed with fundraising efforts for amounts in excess of \$50,000.00, upon approval of the written request by the Chief of Community Affairs. If at any time, fundraising exceeds \$50,000.00 or total funds on hand are in excess of \$50,000.00, the Council President must notify the Commanding Officer and the Chief of Community Affairs in writing.

1. All Council funds shall be expended solely for the purpose of advancing public safety, quality of life and police-community relations as described in the "Overview." In order for funds or donations to be reallocated from an earmarked event, a written request must be made to the Executive Board. The Executive Board must approve of such reallocation;
2. Any dispute Council members may have regarding the merits of any financial records or expenditures, etc., must be made in writing to the Chief of Community Affairs. The Chief of Community Affairs will determine if a Certified Public Accountant needs to be hired to verify the accuracy of financial records and/or expenditures;
3. Executive Board and Council members will not receive compensation for any services they provide from their position in the Council (e.g. compensation for administering a grant received by or through the Council);
4. Executive Board members are not required to disclose postal or electronic mail to non-Executive Board members;

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I. REMOVAL OF EXECUTIVE BOARD MEMBER

Any Executive Board member with exception of the Council President and Vice President whose conduct is detrimental to the goals of the Council or who has not lived up to the expectations of their designated job description may be removed by two-thirds (2/3) of the vote of the general membership and with final approval by the Precinct/PSA Commanding Officer. The final decision to remove the Council President and/or Vice President requires the approval of the Chief of Community Affairs. The Executive Board member removed will not serve for a period of one year.

Any Executive Board member who is arrested for a Penal Law misdemeanor or felony will notify the Chief of Community Affairs. Pending the adjudication of the charges, the Executive Board member will be temporarily relieved of their duties. Exceptions will be made on a case by case basis at the discretion of the Chief of Community Affairs. A request to be reinstated must be made in writing to the Chief of Community Affairs.

In the event an Executive Board member is found guilty of any charges presented and is removed from office, the Council will adhere to the rules outlined in (Item H - Vacancies). Council members who wish to run for an Executive Board position shall not have any Penal Law misdemeanor or felony convictions. Exceptions will be made on a case by case basis at the discretion of the Chief of Community Affairs. A written appeal may be made to the Executive Board by the Executive Board member within thirty (30) days.

Resignation of an Executive Board Member - An Executive Board Member can resign from their position at any time by submitting a letter of resignation to the Executive Board.

J. REMOVAL OF VOTING PRIVILEGES OF A COMMUNITY COUNCIL MEMBER

A Community Council member's conduct or behavior that is detrimental or contrary to the goals of the Community Council may be removed of his/her voting privileges by two-thirds (2/3) of the general membership. Any Council member who has been stripped of their voting privileges will lose them for a twelve (12) month period.

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5. Mail received in the name of the council shall not be opened by non-Executive Board members;

6. Community Council Guidelines may be viewed on the Bureau's website at www.nypdcouncilaffairs.org. Guidelines will be made available upon request to any interested party; this allows for transparency within the organization.

L. REQUIRED EXECUTIVE BOARD INFORMATION

Councils are required to provide the Community Affairs Bureau with the name, address, telephone number and email address of all Executive Board members in writing and to provide immediate written notification upon any changes in that information.

M. GOOD STANDING STATUS

A member in "good standing" is a member who has attended four (4) or more regular meetings within twelve (12) month period of the current Council calendar year. This member has not had their voting privileges revoked for non-compliance with New York City Police Department Community Council Guidelines, Roberts Rules of Order, Newly Revised, 11th Edition as outlined in the Council Guidelines or any directive set forth by the Community Affairs Bureau.

N. PERSONAL DATA SHEET

The Personal Data Sheet is confidential and shall not be made available to the public. It shall contain the name, date of birth, signature, home and business addresses, home and business telephone numbers, email address of the Council member. No other information will be contained on the Personal Data Sheet. Commanding Officers or designee will maintain the Personal Data Sheets at the Precinct. No copies shall be made or kept by any Executive Board member or Council member.

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Special Common Council Meeting Minutes of Monday, June 29, 2020

O. ATTENDANCE LOG

The Commanding Officer or designee will maintain the attendance log in a bound Department ledger and inspect the log periodically. Failure to sign this log will jeopardize a member's ability to vote on Council matters. A member must personally sign the attendance log. Council members are prohibited to sign for other members. New members shall sign the attendance log and be directed to complete a Personnel Data Sheet.

P. STANDING/AD HOC COMMITTEES

Election Committee (Ad Hoc)

1. This committee will be established at the March meeting or in the event of a special election. The committee will consist of three (3) members in good standing. These members along with the Commanding Officer or designee will establish eligibility of those members wishing to run for office and/or vote.

Public Safety Committee

1. This committee will work with police personnel and other agencies to facilitate initiatives to aid in the prevention and protection of the public from dangers affecting safety, such as crimes or natural disasters.

Events Planning Committee

1. Coordinate overall Council activities;
2. Outline annual plan for New York City Police Department Community Council
3. In addition to planning Council events, this committee is responsible for creating innovative programs, events, special projects and/or initiatives which address the expressed needs of the communities concerned;
4. Promptly inform their respective Commanding Officer and/or other key police personnel of planned events and activities. Maintain contact with police personnel to ensure that the Council is aware of police functions, planned events and initiatives when feasible.

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Corporate Affairs and Fundraising Committee

1. This committee will actively seek the financial support of organizations not limited to the confines of their respective Precinct and/or Police Service Area, in an effort to fund their respective Council's programs, events and/or initiatives.

Recruitment Committee

1. This committee will be responsible for the active recruitment of community members
2. Create an outreach program that promotes the inclusion of the diverse ethnic groups that make up the precinct population. Create an outreach program, designed to increase participation from youth residing within your respective command
3. This committee's goal is to increase the membership by a minimum of twenty (20) percent each calendar year.

Appeal Committee (Ad Hoc)

1. This is an ad hoc committee that will consist of five (5) members: of one (1) Community Council President other than the Precinct or PSA involved and two (2) Patrol Borough / Housing Bureau Community Affairs Supervisor, one (1) Community Affairs Bureau - Borough Outreach Lieutenant, and one (1) Community Affairs Bureau Parliamentarian (contact the Community Affairs Bureau to activate this committee);

This committee will preside over hearings related to and investigate issues regarding ethics and non-compliance with the New York City Police Department Community Council Guidelines and the Robert's Rules of Order Newly Revised, 11th Edition

2. Members will remain impartial while reviewing items brought to their attention for appropriate action;
3. This committee will oversee appeals brought by a removed Executive Board member or a Council Member whose privileges have been revoked;

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4. Their recommendation will be made in writing to the Chief of Community Affairs within ten (10) business days from the date the matter is appealed formally. The Appeal Committee will convey the final decision to the Executive Board in writing.

Q. IDENTIFICATION CARDS

The President and Vice President will be provided with an official identification card issued by the Community Affairs Bureau and will only be used when exclusively conducting Community Council business. This card does not entitle him/her to any special privileges. The President and Vice President will safeguard their Community Council identification card and will surrender it at the end of their term or upon request of the Chief of Community Affairs. A lost identification card will be reported to the Precinct. If the President or Vice President is arrested for a Penal Law misdemeanor or felony, the Department-issued identification will be surrendered at the time of arrest.

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Lifestyles

Gannett Suburban Newspapers / Tuesday, May 17, 1994

DOING THE RIGHT THING

RAY WEISS

Student keeps on giving and giving and

Joe Torres helps stranded drivers on the highway. He stopped a burglar from stealing a car radio last Christmas Eve. And, back in 1981, he jumped on a track at Grand Central as a train approached and helped save a commuter who fell off the platform.

He's a giver in a world of takers.

"It's part of my responsibility of being alive," he says.

Torres, 32, of the Bronx is a business-administration student at Westchester Community College in Valhalla and wants to become a lawyer.

He knows that now. "I hate to see someone who has been wronged," Torres says. "Or someone who has no representation or inadequate representation."

His career search took him down many roads over the years.

He did everything from driving a New York City bus to repairing bowling alley equipment to selling mutual funds.

He decided to return to college last year after nearly a 10-year absence.

"I realized that being in the workplace, a high-school degree and one year of college wasn't going to get me where I want to go," he says. "My wife, Selma, encouraged me to go back."

She's a registered nurse who had taken a course at the community college. He liked the look of the suburban campus and enrolled in January 1993.

A new life

Torres was nervous at first. He thought he'd be perceived as an old man. But his apprehensions vanished, and he got involved in many projects.

"A lot of students aren't aware of all the activities that can benefit them," he says. "There is a life aside from academics on campus."

Torres recently ran unsuccessfully for president of the Student Senate, where he serves.

"But I don't need an office to be active," he says.

Torres is close to getting a major sporting-goods store to give students a discount on merchandise. He's vice president of WCC's chapter of Alpha Beta Gamma, a national honor society for two-year-college business students. And he's a tutor at the college's writing center.

He's also been honored with two scholarships, one recognizing ethnic students who excel academically. He founded the first Hispanic club newsletter, and he edited the first issue of a creative-writing publication.

And if that weren't enough, he'll be the student speaker at the college's 22nd Annual Million Awards Dinner on May 20, honoring those who have made significant contributions to the college and community.

When I hit 30, something hit me that I no longer was a kid who could do anything he wanted," Torres says. "I have a wife, a 9-year-old daughter and responsibilities."

Up ahead, he wants to attend Pace University and Columbia Law School. Then, he wants to join a major law firm. That's the master plan.

"School is for working toward a better life," he says. "I want to set the right image for my daughter of what can be done."

What you can do
WCC students can volunteer for several programs by calling 789-0716.

Do you know someone locally who should feature in this column? Please send the person's name and daytime phone number, your name and daytime phone and a brief explanation to Ray Weiss.

Doing the Right Thing
Lifestyles, Gannett Suburban Newspapers, 1 Gannett Drive, White Plains, N.Y. 10604.



Life at P's is enjoyable... page 76



Jay Lourdes plays this weekend... pages 18 & 12A



Out to (coron) Jay... page 38

Southern Dutchess News

Vol. 64, # 49 75 cents

Fishkill, East Fishkill, Wappingers Falls & Poughkeepsie

December 5-11, 2012

Wappingers Falls businesses struggle in wake of wall collapse

By Rich Flaherty
WAPPINGERS FALLS - It's been two weeks since a section of East Main Street (Rt. 9D) in the Village of Wappingers Falls has been closed because of the collapse of an exterior wall in the building that housed the Falls Diner.

Early on Thanksgiving morning, a section of brick wall peeled away from the building into an alleyway below, forcing the permanent evacuation of the building.

Goring Hall demolition set to begin Dec. 5

—see story on page 5

called Goring Hall. The building next door, known as the Smith building, was also evacuated as a safety precaution. East Main Street between Mill and Blackett Streets and Spring Street remains closed and

Goring Hall is in the process of being torn down, because it was structurally unsound.

With the demolition of the building, that section of East Main Street remains closed until further notice, impacting many businesses and the tenants who reside in the apartment units in both Goring Hall and the Smith building within that block.

Adam Lauricella, owner of Grassland Thru, across the street from Goring Hall, said his shop is open, but business is down. "Because the street is closed, everybody thinks we're closed, but we're open," said Lauricella. "We want to let people know we're open and that other businesses are open on East Main Street. Customer traffic is down, and hopefully the village can get the street open as soon as possible."

Renee Russo, owner of Renee's Hair Salon, located a few shops above the former Falls Diner, said her business is down. "We're hurting," she said. "We're calling customers to let them know we're open."

Continued on pg 8



An aerial bucket was used this past weekend to allow workers access to Goring Hall in Wappingers Falls, left, in preparation for the building to be taken down this week.

Below, Keith Holder Jr., Destiny Velez, their mom, Janice Velez accept gift cards from Joe Velez. The gift cards from area restaurants were presented by Velez to the Velez family this past weekend. The family was forced from their apartment unit from the partial exterior wall collapse on Thanksgiving morning in the Village of Wappingers Falls. See more on the Velez family on page 5.

—photo by Rich Flaherty



'Good genes, activity, big appetite, good doctors' help local woman mark 100th

By Kristina Coulter
Staff Writer

EAST FISHKILL — Hulda Sellingsloh said she does not know how she has been able to reach being 100 years old. She celebrated her birthday on November 29.

"I was born in Calhoun County, Texas," states Mrs. Sellingsloh recently. She was the baby of a family with 10 children. There were five boys and five girls in the family. She was born in her parents' house on November 29, 1912.

"I was the very last one," she said. Her parents were Henry and Hulda Kulping. Her father wanted "every girl to be named after my mother but she didn't like her name," Mrs. Sellingsloh said. Mrs. Sellingsloh said her mother relocated and let her father name her Hulda.

"I was so happy, I was a country girl. My mother and father were cotton farmers. All 10 of us had to work in a cotton field. I worked with my brothers and sisters. We had a lot of fun together. We had one dishwasher but we had fun together," said Mrs. Sellingsloh.

She attended a one-room schoolhouse, which she

Continued on pg 6



Hulda Sellingsloh, 100, holds one of her paintings. —photo by Kristina Coulter

Parent seeks removal of 4 WCSD trustees

By Melissa Marks
WAPPINGERS FALLS SCHOOL DISTRICT — The Wappingers Falls Board Monday night appointed a law firm to defend four of its members against a petition for their removal brought by the parent of a John Jay student.

In four individual votes, the board designated its attorney, Thomas Drobos, Warner, Pedersen and Mayle of Hopewell Junction, to defend trustees Douglas Blitzer, John Luma, Rob Rubin, and Marilyn Shultz in Appeal 19705 to state Commissioner of Education John King.

The appeal, brought by Dyma Kosack of East Fishkill, charges, among other things, that the four board members in question denied her application as a parent volunteer for John Jay's Program, named club in an "improper, arbitrary and capricious decision" meant as retaliation for Kosack's complaints over the last two years about what she alleged is a culture of harassment within the district.

The appeal, with its dated November 27, asks the reversal of the board's October decision on Kosack's request for application, butting trustees' decisions to reject that application November 17.

Kosack's name appeared on a list of nine volunteers slated for approval by the board at its October 22 meeting. When the time came to a vote that evening, Shultz asked for Kosack's name and that of former BOE trustee Wendy McNamee to be temporarily removed pending the completion of a board investigation into the origins of a 2011 audit of the program. The investigation was launched this past fall following a June request by then-Procedural director Anthony Schmitt.

Three separate votes that each ended in a tie (Rubin/Dan Miller was absent October 22) resulted in no action being taken on the volunteer applications of Kosack and McNamee.

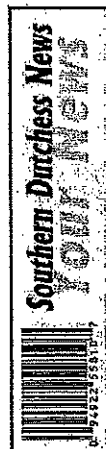
Although it cited no specific details of results, the board announced its continuation of the investigation at its last meeting of November 5.

At its November 19 meeting, Rubin, voting on completion of the audit, made a motion to return Kosack and McNamee's names for a vote. The trustees voted 3-2 to approve the two applications. Rubin, trustee Verla Waters, Russell Peschi, and Norma O'Connell and board president Vol Starnes voted in support of it. Luma and Shultz voted against it and Miller and Blitzer abstained.

Kosack's petition also alleges that certain private documents, including student records related to her concerns about the culture of the drama club were leaked and "intentionally destroyed" in violation of the Family Education Rights and Privacy Act (FERPA).

In addition, Kosack charges that the board and district officials have been aware of and dismissed various inci-

Continued on pg 7



47th. Precinct Community Council
P.O. Box 690274 - Hillside Station
Bronx, N.Y. 10469

Executive Board

Joseph Torres.....	President
Rose Duggins.....	1st. Vice President
Linda Williams.....	2nd. Vice President
Ruby Moore.....	3rd. Vice President
Betty Curiale.....	Corresponding Secretary
Florence Riley.....	Acting Recording Secretary
Lydia Washington.....	Treasurer
Dolles Rakal.....	Sergeant-At-Arms

Fellowship Breakfast

Joseph Torres	Betty Curiale
Linda Williams (Co Chairperson)	Elizabeth Gill
Katherine Cummings	Stephen Grant
Rose Duggins (Chairperson)	Florence Riley
Dolles Rakal	Ludie Brown
Ruby Moore	Michael Blasl
Dora Clements	Lydia Washington

Community Affairs Officers

P.O. Judy Ghany - P.O. Mark Lassie - P.O. Christopher Francis

47th. Precinct Community Council Upcoming Meetings

All meetings are held on the 2nd. Wednesday of each month at
8:00PM

March 10 St. Frances of Rome School 4321 Barnes Avenue
**SPECIAL THANKS TO ALL WHO CONTRIBUTED
TO MAKING THIS AFFAIR A SUCCESS**
"Sign Language Interpreters at All Meetings"

**Programs Courtesy of Ruggiero-Farenga
Funeral Homes**



"POLICE + COMMUNITY = PEOPLE WORKING TOGETHER"

47TH. PCT.

**ANNUAL FELLOWSHIP
BREAKFAST**

**Friday, March 5th., 1999
at 8:00 AM**



**Eastwood Manor
3371 Eastchester Road - Bronx, New York**

Family members support Elizabeth Stiles as she leaves St. Ann's Church in York after celebrating the funeral of her husband John Stiles. A member of the police force, who died Sunday night in a traffic accident on the York Road, Stiles was a member of the York Road Police Force.

Colon knocks Moreira-Brown out of Democratic primary race

By John J. Pappalardo
 A hearing on Coleman's petition to remove Moreira-Brown from the Democratic primary race for York County Council District 1 was held Tuesday. The hearing was held at the York County Courthouse. Coleman's petition was filed with the York County Board of Elections on Monday. Coleman's petition was filed with the York County Board of Elections on Monday. Coleman's petition was filed with the York County Board of Elections on Monday.



Since William Coleman knocked Moreira-Brown out of the Democratic primary race for York County Council District 1, Coleman has been a vocal supporter of Moreira-Brown. Coleman has been a vocal supporter of Moreira-Brown. Coleman has been a vocal supporter of Moreira-Brown.



Joseph Torres is a member of the York County Board of Elections. Torres is a member of the York County Board of Elections. Torres is a member of the York County Board of Elections.

Moreira-Brown, a York County resident, is a member of the York County Board of Elections. Moreira-Brown, a York County resident, is a member of the York County Board of Elections. Moreira-Brown, a York County resident, is a member of the York County Board of Elections.

Community-minded Torres: part humble Superman, part average guy

By Joseph Torres
 Joseph Torres is a member of the York County Board of Elections. Torres is a member of the York County Board of Elections. Torres is a member of the York County Board of Elections.



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LATINO VOICES

Joseph Torres is a member of the York County Board of Elections. Torres is a member of the York County Board of Elections. Torres is a member of the York County Board of Elections.

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COMING BACK

Aid for victims' families

Efforts small & large to raise money

By ROBERTO SANTIAGO
Overseas Staff Writer

From lemonade stands to corporations, New York's business community continues to do everything it can to aid families of victims of last Tuesday's World Trade Center terrorist attack.

More than \$180 million has been pledged to the World Trade Center relief effort by corporations headquartered here and around the world.

Not far from where the twin towers once stood, flags fly high in a row of shops along Chatham's Borey Ave. where

street merchants raised thousands of dollars through donations and sales of trinkets.

"We are here to raise money for those heroic firefighters and police who lost their lives to save somebody's and organize George H.W. Bush as a memorial fund up these days," the businessman said. The businessman said the black ground in Chatham's Borey Ave. where

it's really feel this.

Hua, the president of the United Chinese Association of Greater New York, outlined the group of merchants raised \$40,000 Saturday and planned to raise \$100,000 more by late September.

Meanwhile, groups of students made and donated items on B. 74th St. 10 students from the Chapin School said they collected more than \$10,000 to benefit Eagle 11, leader of St. John's, which also firefighters are raising.

James Schacter, mother of 7-year-old Adelle, a co-organizer of the effort said the money was taken to the Red Cross last Saturday.

Diana Young, mother of the other co-organizer, 7-year-old Nathan, said the Red Cross will make sure the money is used properly. She said the group would continue

money to Eagle 11, leader of St. John's, which also firefighters.

Sony Corp. of America announced \$2 million to the American Red Cross and \$1 million to the N.Y.C. Police Victims Initiative to aid families of victims.

Chrysler pledged \$10 million to create the Chrysler Relief Fund, which will provide scholarship money to the children of anyone killed — whether it be a doctor or a worker at one of the fallen buildings.

"We share a responsibility for the future of these children," said Sanford Weill, chairman and CEO of Citicorp, which has pledged \$10 million to the fund and the Red Cross will continue to raise money and continue to aid victims.



HELPING OUT Bob Becker of Lower East Side Improvement Center is among volunteers unloading donated supplies while volunteering at Jacob Javits Convention Center relief center yesterday.

News readers keep on giving

Readers continue to respond generously to the Daily News drive to raise money for the widows and children of police, fire and emergency medical service personnel killed in last week's World Trade Center attack.

As of yesterday, The News had raised more than \$200,000. The Daily News made an opening \$10,000 contribution to the fund, which was launched last Wednesday.

The money raised goes directly to the Widows and Children's Fund of the Fire Department, the Widows and Children's Fund of the Police Department and Emergency Medical Service Council's Medical Foundation.

Readers can send checks or money orders to Daily News, Charles J. Box, P.O. Box 5287, New York, N.Y. 10005-1287, who will contribute by credit card, call (212) 210-2244 from 9 a.m. to 5 p.m. Monday through Friday, and 9 a.m. to 4 p.m. on Saturday and Sunday.

Send News victims' pix

The Daily News is seeking photographs of people who are missing or dead in the World Trade Center disaster to aid in news coverage and identification. The photos should be in black and white, 3 1/2 x 5 inches, and include name, age, occupation and where last seen. Send photos to: Daily News, P.O. Box 5287, New York, N.Y. 10005-1287.

THIS
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Alberto More and Joe Torres, New Yorkers who thought more of a fellow in trouble than their own safety. They plucked a young man from the IRT trucks at Grand Central Terminal.



Post Photo by Lance Davis

Split-second action saves youth from IRT tracks

By HAL DAVIS

A YOUTH who plunged head-first in front of an oncoming IRT express

was plucked from the subway tracks yesterday by a group of Good Samaritan New Yorkers.

The youth — who was not immediately identified — was taken to Bellevue Hospital.

He was conscious but dazed and bleeding from the head and face.

According to Joe Torres, one of the first to hop onto the uptown track at Grand Central during last evening's rush hour, "He just fell head first."

"Four or five of us immediately jumped down to help him."

"A train was coming in

so I ran down the tracks waving my hands, signaling to the engineer to stop."

Torres, 19, of 670 E. 223d St., The Bronx, said the response time of the rescuers "was like that."

He snapped his fingers. "The second he hit, all of us went to help him."

All but one of the other Samaritans — Alberto More, a Cuban immigrant whose English is limited — left after the rescue, which occurred at 5:30 p.m., the height of the homebound rush hour.

After the youth was pulled to the platform, both Torres and Mitchell Rosenberg, a student gave him first aid until transit cops arrived.

PROGRAM

Police Commissioner Robert J. McGuire, Presiding

INTRODUCTION Sgt. George Best
Master of Ceremony

INVOCATION Chaplain
N.Y.C. Police Department

INTRODUCTION OF GUESTS Sgt. George Best

ADDRESS Hon. Robert J. McGuire
Police Commissioner

AWARDS PRESENTATION Hon. Edward I. Koch
Mayor of the City of New York

ADDRESS Hon. Robert J. McGuire
Police Commissioner

BENEDICTION Hon. Edward I. Koch
Mayor of the City of New York

Chaplain
N.Y.C. Police Department

AWARD WINNERS

(IN ORDER OF PRESENTATION)

Mr. Joseph G. Torres	Mr. James Robinson
Mr. Joseph Lebitz	Mr. Lyle H. Iron Moccasin
Mr. Arthur R. Mazza	Mr. Benjamin Mayo
Mr. Louis P. Wein	Mr. Mr. Roy Daniel
Mr. Paul Balner	Mr. Lawrence Cohen

DEPARTMENT CIVILIAN COMMENDATION AWARD WINNER

Police Administrative Aide Edwin J. Wasniewski

NEW YORK CITY TRANSIT POLICE DEPARTMENT



CIVILIAN CITATION CERTIFICATE OF HEROISM

Presented To

Joseph Torres

In Recognition of Your Unselfish Action in the Face of Great Personal Danger, You Did Render Valuable Assistance to this Department. Your Actions Distinguish You as an Exemplary Citizen of The City of New York.

16 MAY 86

PRESENTED

James B. Neenan
CHIEF

5. Brendan Paredes

6. Ashley Travers

7. Dorothy Marcinelli

I am a lifelong resident of the City, having lived here for 62 of my 63 years. I had the privilege of working for the police department for 38 years before retiring a year ago. I have seen the best and the worst of what can happen in a community. I was a student in Poughkeepsie schools during the racial unrest of the 1960s. We overcame and we healed and we moved forward. I didn't differentiate my white friends and my black friends; they were simply my friends.

I am speaking in response to the tweet that was posted Demanding to defund the police that was listed as part of this meeting.

The idea that defunding the police is even a topic of discussion in this City is disturbing. This department has done much as far as training officers to de-escalate volatile situations. This department is already an integral participant in the Crisis Intervention Training, along with mental health specialists and other police departments. 75% of this department is CIT trained and there are currently 3 instructors from this department. That's how much this department cares. The captains both spoke of the varied and numerous trainings this department participates in. As a civilian member who worked with police officers, the outreach for positive police community relations included several National Night Out events, PAL events, adopting families for Christmas, Halloween parties, Cocoa with a Cop, Careers in Law Enforcement, minority recruitment, to mention a few.

Instead of the knee-jerk reaction, and calls to de-fund the police, why wouldn't you work with the police to address concerns? After all, Governor Cuomo signed an executive order making state funding to police contingent on agencies developing a plan by April 1, 2021, to be enacted into law after consultation with the community. So why is this rush to defund the police? Instead of being so against the local police, where is the support to work together to make this a safer community for all? Training is key and by defunding the police, the council will take away that key component of a forward moving department.

This "demand to defund" is the number one mistake this council could make at this very key juncture in this city's history. Without police services, you may as well say goodbye to any businesses that managed to survive the Covid 19 quarantine.

While retirement has given us options to consider, such as moving or staying here in this City in which both my husband and I grew up and in which we raised our kids, I can assure you, that if the this defund the police legislation is passed, the For Sale sign will be on my front lawn the next day. I will also tell my neighbors why they should consider doing the same, if they are in the position to do so.

8. Dan Degan

9. Bill Rubin-left

10. Laurie Sandow-South Grand Avenue

Sometime on June 22, a notice about a special Council meeting appeared on the City website. The notice contained neither agenda nor download. Three days later, on June 25, a notice with agenda and presenters was linked on Sarah Salem's phony Council FB page, a page pretending to represent the entire council. Where did those presenters come from? Before the public ever got notice these presenters were recruited by personal invitation through the private pipelines of Sarah Salem, Sarah Brannen and others. One out of five city residents are Latinx. Where was their representation among tonight's presenters? Where is their representation in the Common Council? Are tonight's attendees and presenters aware that the very first act of this Council, before even being sworn into office, was to install a police presence in Council Chambers? Will this Council defund their own act of intimidation and police presence? Do the speakers who want to amplify Council oversight over the Police Department know or care how many times the City's police force has had to respond to certain Councilmembers own criminal acts and domestic disputes? Councilmember behavior that's never once censured by fellow Councilmembers? It's ironic that the "Right to Know Act" has been on Councilmember desks for nearly three years, unsupported by the majority, and undermined by the Chair's single-handed agenda control. How much damage and violence against Black and Latinx lives is regularly committed by this Council itself? Do Black Lives Matter to the majority party of this Council, which has conducted a smear campaign against Debra Long, the one African-American candidate in the recent School Board election? Do Black and Latinx lives really matter to Councilmembers who don't attend School Board meetings, don't show up at SNUG shooting responses, haven't attended meetings seeking to create Safe Passage for schoolchildren, nor even hold their own Ward meetings? Did Black and Latinx lives matter when this Council voted in favor of the Innovation District, which included not one word of protection or requirement for affordable housing? Do Black and Latinx lives matter to this Council regarding Baxter's current campaign against Luckey Platt tenants? How do councilmembers get away with saying they didn't know anything about any of these? Who polices the Council? I support the Right to Know Act but also ask what it means for the NY Civil Liberties Union to partner with opaque, self-serving and sometimes lying politicians in order to advance this legislation? I look forward to the day that Sarah Salem invites Shannon Wong to do a presentation on the Council's own lawbreaking; the Council's own attacks on the community through legislative action or inaction, own violations of Open Meetings Law, own blocked social media, own Freedom of Information violations, own qualified immunity, own violation of Council rules, City Charter and NYS laws. I look forward to a day when citizens will have the means to file "Right to Know" complaints against Councilmembers who collect a paycheck while institutionally ignoring and failing to serve their communities and constituents.

- 12. Ezra Wiesmann-163 Union Street**
- 13. Emily Orr-Milan**
- 14. Brandy Huppert-left**
- 15. Lydia Hatfield**
- 16. Eli Appelson**
- 17. Melissa Hoffmann-Vassar College**
- 18. Lily Berman-30 North Clover Street**

V. ADJOURNMENT:

A motion was made by Councilmember Brannen and Councilmember Flowers to adjourn the meeting at 10:52 p.m.

Dated: July 8, 2020

I hereby certify that this true and correct copy of the Minutes of the Special Common Council Meeting held on June 29, 2020

Respectfully submitted,

Deanne L. Flynn
City Chamberlain