



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, December 7, 2020 6:30 p.m.

City Hall

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

Welcome to the regularly scheduled meeting of the City of Poughkeepsie Common Council the date is Monday, December 7, 2020, and the time is 6:30 pm.

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

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

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

Let's all recite the pledge of allegiance.

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- 8 Present 1 Absent (Councilmember McNamara)

II. REVIEW OF MINUTES:

NONE

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

NONE

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

1. John Rath- 154 Mill St. Apt 1
2. Brian Robinson-143 Montgomery Street
3. Elijah Appelson
4. Matthew Brill-Carlat-30 N Clover St #2
5. Darrett Roberts-Franklin Street
6. Edgar Rodriguez- 8 Willi Road, New Paltz, NY 12561
7. Joseph Augulis-114 Jackman Drive, Apt B
8. Earl Brown-
9. Alisha Kohn-421 Baker Street
10. Laurie Sandow-South Grand Avenue

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Laurie Sandow comments, Common Council meeting, December 7, 2020 — Pg. 1 of 2

Tonight, in keeping with Council Chair Salem's contempt for the public, and constant lawless and opaque behavior—something which is equally supported and perpetrated by the silence, collusion and cooperation of all remaining council members—we are looking at yet another law-breaking agenda. Specifically, tonight, I refer to the Motion concerning the PBA [Police Benevolent Association] contract.

Additionally, separate from the PBA contract, I—as well as many others—posted my own comments opposing the Police Department's use of military surplus as "Santa's sleigh". The entire PBA thread—both pro and con, regarding the use of the MRAP [Mine-Resistant Ambush Protected] vehicle, developed for battlefield protection against improvised explosive devices—is no longer available to the public; it was deleted from the PBA's Facebook page. I remain unalterably opposed to the MRAP's use in anything other than emergency situations. In the deleted thread I suggested that, rather than on Christmas, it might be appropriate to display the vehicle at something like a First Responders or Essential Workers Day.

But returning to the Chair's and the Council's lawbreaking tonight, Common Council Rule 15.e [Rule XV.e], requires that (and I quote):

"The legislation described below shall be read and laid over until the next meeting of the Common Council. This rule shall apply to:

"(e) Resolutions appropriating money, amending the budget, or approving the execution of contracts, unless consent for its immediate adoption is approved by the Finance Committee or by majority vote of the Common Council."

Why is it that a member of the public has to read the Council its own rules?

Why? Because tonight's lawbreaking is not new, but instead a repeat performance. Council Chair Sarah Salem, the exclusive arbiter of what appears or doesn't appear on Common Council agendas, broke the same Rule 15.e. at the last meeting, with an 11th hour agenda surprise appropriating \$35,000 of taxpayer money, giving the Chair sole power to hire outside consultants to review the City's proposed draft budget for 2021.

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Laurie Sandow comments, Common Council meeting, December 7, 2020 — Pg. 2 of 2

Council Rules IV Pt.4 & Pt.5 have been similarly violated by Chair Salem, deleting the Mayor's comments from the Council agenda, as well as three meeting's worth of public comments. Salem violates rules with impunity. The City Charter mandates twice annual Informational Meetings, yet Salem has violated that mandate. Councilmembers violate Freedom of Information Law(FOIL) all the time. In violation of law, several Councilmembers block access and/or block comment to their Facebook pages and other social media. Nearly every Councilmember has a track record of non-responsiveness and/or flat-out lies in response to Freedom of Information requests. Sarah Salem, for example, recently fraudulently claimed the existence of a document. When asked to produce the non-existent document, Salem claimed its contents were protected. Salem continues the cover-up by refusing to release it even to the City's FOIL appeals officer. Agenda items are constantly added and deleted without notice, or without adequate description and documentation, as is the case tonight with Councilmember Lorraine Johnson's communication regarding an unidentified parking lot. The Milton Street project will go through tonight, despite councilmembers Salem, Brannen and Menist undermining the protection of the Fallkill that would have been in place if their self-created LWRP committee [Local Waterfront Revitalization Program] was not stalling waterfront revitalization. That self-created Council LWRP operates in secrecy, effectively hindering and undermining the work of the city's duly constituted Waterfront Advisory Committee.

In this City, the reality is that decisions on every level are made behind closed doors, and by breaking laws under cover of darkness and cover of pandemic. With only three minutes to speak every two weeks, there is little that the public can address, and the Council's own track record is that they are desperate to make commenting so frustrating and futile that residents will finally walk away and cease attempts to remain informed and engaged in the life and welfare of this city.

11. Nicole Oliver

12. Matthew Carroll-29 Taylor Ave Apt 2

V. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

We are continuing our independent review of the proposed draft 2021 City of Poughkeepsie Budget. At our last meeting, we entered into a contract with Capital Market Advisors Strategic Consulting Group to conduct a budget analysis and review on our behalf and that process is well underway, with the Analyst completing rounds of interviews with councilmembers, the city administrator and the commissioner of finance, as well as many department heads. This budgetary year presents unique issues with historic deficits forecasted due to the travesty wrought by the Coronavirus pandemic and so our review requires an even more thorough lens. Contracting with these Strategic Consultants will offer us an opportunity to provide a better and more balanced finalized budget for our community and taxpayers. Their scope of services could include but is not limited to providing an Analysis of budgeted revenues as they relate to historic budgets and actuals including departmental income, state aid, and federal aid, and the assertions underlying the revenue source; projection of current year revenues, presented with historic actuals and the proposed budget under review; as analysis and disclosure of the City's most vulnerable revenue accounts, and projections on the pandemic's continued effects on revenues and expenditures through the proposed FY 2021 budget year and beyond; they will perform trend analysis, including historic budgets and actuals, and projection of current-year expenditures to identify variations between adopted budgets and actuals incurred; and they will help us identify budget line items for all potential or recommended modifications which will include possible action items, including recommended budget amendments, policy changes, changes to the presentation, and/or other possible adjustments to the Proposed FY2021 Budget. We're looking forward to seeing what CMA and their Strategic Consultant Group delivers to us.

Coronavirus cases are rising at an alarming rate here in Dutchess County, with active cases topping 1,000 as of today. I am SO incredibly thankful that members of city staff previously reported as COVID positive, one hospitalized, are on their road to recovery. I am also grateful that Mayor Rolison, who tested positive, is feeling better and I wish a speedy recovery to our DPW transfer station agent who tested positive most recently. Health experts were predicting and warning us of the "Second Wave" and now, it's here. Remember to wear a mask, don't gather in enclosed spaces with more than 10 people, and use extra caution in public areas. It takes all of us to stop the spread and to prevent this virus from raging.

VI. REPORTS OF COMMITTEES AND BOARDS:

VIII. MOTIONS AND RESOLUTIONS:

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

Councilmember Menist made a motion to amend Resolution R20-92 to add additional items, **Councilmember Brannen** seconded the motion.

Councilmember Cherry made a motion to table Resolution R20-92, **Councilmember Menist** seconded the motion.

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R20-92			Yes/Aye	No/Nay	Abstain	Absent
☐ Accepted ☐ Defeated ☒ Tabled	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

**RESOLUTION
(R20-93)**

INTRODUCED BY COUNCILMEMBER PETSAS

WHEREAS, the City of Poughkeepsie Police Department and Town of Poughkeepsie Police Department each maintain established tactical teams, whose members are trained to effectively respond to critical incidents;

WHEREAS, the City and the Town Police Departments wish to further develop their coordinated tactical responsibilities through a Tactical Team Support Inter-municipal Agreement, which could form the basis for the creation of an inter-departmental tactical team in the future, and which agreement is a necessary predicate for participating partners to receive grants for the development of municipal tactical service programs; and

WHEREAS, it is necessary for the Common Council to approve the annexed inter-municipal agreement and to authorize the Mayor or his designee to execute the agreement; and

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

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby approves the inter-municipal agreement and authorizes the Mayor or his designee to execute such agreement in substantially the same for as attached hereto.

SECONDED BY COUNCILMEMBER BRANNEN

**Inter-Municipal Agreement to Provide Tactical Team Support
City of Poughkeepsie and Town of Poughkeepsie**

MISSION STATEMENT:

Recognizing that the presence of a highly trained, highly skilled police tactical unit has been shown to substantially reduce the risk of injury or loss of life to citizens, police officers and suspects; and recognizing that a well-managed "unit" response to critical incidents usually results in successful resolution of those incidents, it is the intent of the City of Poughkeepsie and the Town of Poughkeepsie to provide a highly trained and skilled tactical unit as a resource for those law enforcement agencies which request assistance with critical incidents.

The purpose of this Agreement is to establish the governing regulations in the selection, training, equipping, and use of the two established specialized Tactical teams known as the City of Poughkeepsie Police Emergency Services Unit and the Town of Poughkeepsie Police SWAT during a critical or specialized incident.

1. MISSION:

The mission of this Inter-Municipal Agreement to Provide Tactical Team Support Between the City of Poughkeepsie and the Town of Poughkeepsie (the "Agreement") is to support each other's Police Departments (the "Departments") during tactical responses to critical incidents. Critical incidents may include but are not limited to:

1. Hostage Situations: the holding of any person(s) against their will by an armed or potentially armed suspect.
2. Barricade Situations: the standoff created by an armed or potentially armed suspect in any location, whether fortified or not, who is refusing to comply with police demands or surrender.
3. Sniper Situations: the firing upon citizens and/or police by an armed suspect, whether stationary or mobile.
4. High-Risk Apprehension: the arrest or apprehension of armed or potentially armed suspects where the likelihood of armed resistance is high.
5. High-Risk Warrant Service: the service of search or arrest warrants where the warrant service matrix or policy recommends or requires the use of the specialized tactical units.
6. Personal Protection: the security of special persons, such as VIP's, witnesses, or suspects, based on threat or potential threat to the wellbeing of those persons.
7. Special Assignments: any assignment approved by the Town of Poughkeepsie Police Chief and the City of Poughkeepsie Police Chief or their Designees' based upon a high level of threat.
8. An act of terrorism where such special services may be warranted.

2. COMPOSITION AND STRUCTURE:

The City of Poughkeepsie and Town of Poughkeepsie have established tactical teams which support specialized units such as precision marksmen (Snipers) and crisis negotiators. The SWAT Team/ ESU Commander from their respective departments will oversee the day to day operations and assignments for their respective department units. During an activation of both teams under this agreement, the department SWAT Team/ESU Commander requesting the activation will have Tactical Command over both teams and be the designated Tactical Commander for the incident. In his or her absence, the Team Leader/Team Supervisor, of the activating team, previously designated by his or her Department will serve as Tactical Commander. In the absence of either the Commander or the Team leader/Team Supervisor or both, pre-determined temporary assignments of team leaders/team supervisors to Tactical Command roles will occur. In a similar fashion, pre-determined team members will temporarily assume the roles of Team Leader/ Team Supervisor.

3. COMMAND AND CONTROL STRUCTURE:

When activated for an operation under this Agreement, both Departments' teams will perform under the direction of the designated Tactical Commander. At such time each department Commander, Team Supervisors/Team Leaders, and operators will follow the direction and assignments of the designated Tactical Commander for the length of the incident.

The Tactical Commander will report directly to the Incident Commander from the activating Department, where one has been designated, or to the on-scene supervisor. Incident Command protocols will be instituted in all tactical operations, time and circumstances permitting. Each agency will follow its policy pertaining to chain of Command and agency activation of members. The agency requesting assistance will maintain its authority over the situation through the incident command process. The authority to initiate or abort tactical options lies with the INCIDENT COMMANDER in the absence of exigent circumstances.

The Tactical Commander is responsible for deployment of the Team, tactical decision-making and the execution of tactical planning. Tactical Commander will maintain the highest levels of communication with the Incident Commander, and Crisis Negotiators, if present, providing updated information regarding the situation and recommendations of a tactical nature.

4. ACTIVATION PROCESS:

A supervising officer from either Department may request activation under this Agreement for critical incidents occurring within their jurisdictional boundaries. Calls for activation will be made to the activating agency's communication center and then to the other agency's communication center.

The communication center for each agency will follow its department policy pertaining to chain of command and notification of command for the request and provide command with as much information as possible concerning the situation. All available information will be provided by each Department to the other conferred upon authorization to activate under this Agreement.

A supervising officer from the respective Team will be dispatched immediately to the scene to assist the requesting agency.

Activations under this Agreement shall take precedence over all other assignments. Immediate response by team members is required.

Upon activation, SWAT/ESU Team members fall under the immediate command of the Team/Unit Commander and remain so until deactivated by said Commander.

Pre-planning for execution of warrants or other operations having special requirements or safety considerations may be requested by either Department.

5. SELECTION PROCESS:

Each Department will follow its departmental policies and procedures for the selection of members of their respective Teams.

6. TRAINING STANDARDS:

All training will be in accordance with each department's policy with respect to SWAT/ESU training. Said training shall be in compliance with current DCJS standards. All training records shall be maintained by each department in accordance with the records retention policy set forth by the respective department.

7. EQUIPMENT STANDARDS:

Each Department shall supply and issue to its assigned members, such basic equipment and uniforms as are necessary to safely perform their duties. Such equipment and uniforms shall conform to the specifications of the agency policy and shall minimally include New York State Division of Criminal Justice standards for a SWAT operator:

- A. Utility uniform that identifies the operator as a law enforcement officer.
- B. Soft body armor.
- C. Eye protection.
- D. Semi-automatic duty handgun.
- E. Extra handgun ammunition and extra ammunition for rifle or shotgun, if carried.
- F. Prisoner restraints – plastic ties or metallic.

- G. Handgun holster, handcuff pouch, handgun magazine pouch, and pouches to carry rifle magazines or shotgun shells.
- H. Knife.
- I. Air purifying respirator and pouch – 1 extra filter.
- J. Individual gunshot wound kit – Minimum shall include:
A pouch carrying: Tactical Tourniquet (SOF-T, C.A.T., MAT), tactical trauma bandage or Z or S folded gauze with a compressions wrap, occlusive dressing (Asherman, Bolin, Hyfin, or vaso gauze), combat gauze (Quick clot or equivalent), duct or 2 inch tape, trauma shears, nasal airway, 14 gauge 3.25 inch needle, and individual emergency medical data card.
- K. Portable radio with ear piece.

8. SPECIAL EQUIPMENT:

Recognizing that the missions of the specialized tactical units are performed in a hazardous environment and operating under inherent risk, and recognizing that the safety of innocent citizens, officers, and suspects is often jeopardized by hazardous conditions, it is the intent of each Department to utilize special equipment in an attempt to lessen the risk of injury or death to all involved during the performance of a tactical operation. The agencies recognize, however, that the use of the special equipment in no way implies or guarantees that injury or death will not occur during a tactical operation.

The SWAT/ESU Team Commander will insure that only those Team members properly trained and certified in the use of the special equipment will utilize the equipment. The SWAT/ESU Team Commander will be responsible for establishing the certification standards and criteria for the unit.

9. MISSION PLANNING:

The Departments will jointly develop a written Operational Plan for all operations that are proactive or anticipatory in nature, such as High Risk Warrant Service. The written process will include a format that will document how the operation is to be conducted, command/control/communication, and support required. All operational plans will be stored and maintained indefinitely by the requesting department. The SWAT/ESU Team Commander will cause a log of events to be recorded on each tactical operation, and will also cause all planning and decision-making documents to be recorded. These documents will be stored and maintained in a file indefinitely. A radio operations log will be maintained during all tactical operations. Records files shall be maintained within each department in accordance with accepted business practices.

10. DOCUMENTATION OF ACTIVATION:

The SWAT/ESU Team Commander will cause an after action report to be generated detailing the activation and use of the teams. This report will be a standard police report type document which details the operation and pertinent information required for follow-up investigators, prosecutors, etc.

11. AFTER ACTION CRITIQUE:

At the completion of all operations and significant training events the SWAT/ESU Team Commander will conduct an after action review. The purpose of this review will be to create a forum for SWAT/ESU Team members to offer information and suggestions for the improvement of the teams.

*From both
departments?
Share with
City?*

12. PERIODIC POLICY REVIEW:

Each SWAT/ESU Team Commander will annually review and when necessary, propose updates to their Department policy which will then be reviewed and approved, after necessary revision by the Chief or his/her designee, of his/her department.

13. ADDITIONAL CONSIDERATIONS:

In the event of death or injury during a critical incident response under this Agreement, Incident Commander will direct the following:

1. Protect the scene.
2. Preserve evidence.
3. Immediately secure all firearms known to have been fired.
 - a. Note the condition of the weapons.
 - b. Secure all unexpended rounds.
4. Secure firearms of all other officers pending examination by crime scene investigators.
5. Cause all required notifications to be made.
6. Turn the scene over to the authorized personnel of the activating department.
7. Arrange for dispatch of the Critical Incident Stress Management Team as per each department's policy.

14. INSURANCE:

Each Department will obtain and maintain insurance on the terms and to the limits required by Appendix 2 annexed hereto.

15. TERM AND TERMINATION:

This Agreement shall be effective, unless sooner terminated, for three (3) years from the date of execution by both municipalities. Either party may terminate this Agreement for cause giving the other notice of the basis for termination, and unless the basis for termination has been cured within sixty (60) days of delivery of said written notice this Agreement will at the expiration of said sixty (60) days terminate. In addition, either party may terminate this Agreement without cause upon ninety (90) day notice.

16. MODIFICATION:

Each party agrees to consider requests for modification of this Agreement as proposed by the other, and will not unreasonably refuse to effect the same.

17. RELEASE/INDEMNITY:

GML 209-m(5) provides that the municipality receiving aid "shall assume the liability for all damages arising out of any act performed in rendering such aid and shall reimburse the assisting local government for any monies paid by it for salaries or other expenses incurred by it including damage to or loss of equipment and supplies."

18. EXPENSE:

See paragraph 17 above. GML 209-m (5) also mandates reimbursement for salary and expenses in damage to or loss of equipment and supplies.

19. NOTICE:

All notices which are required to be given pursuant to this Agreement shall be addressed as follows:

To: The Town of Poughkeepsie

Town of Poughkeepsie Supervisor
1 Overocker Road
Poughkeepsie, NY 12603
(845) 485-3607

Town of Poughkeepsie Chief of Police
19 Tucker Drive
Poughkeepsie, NY 12603
(845) 485-3660

*Statutory standard
OK?*

*Statutory
standard. OK?*

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To: The City of Poughkeepsie

City of Poughkeepsie Mayor
62 Civic Center Plaza
Poughkeepsie, NY 12601
(845)

City of Poughkeepsie Chief of Police
62 Civic Center Plaza
Poughkeepsie, NY 12601
(845)

The notice provisions of this paragraph 19 shall not apply to the process of activating the Department's Tactical Teams.

THIS AGREEMENT, made this _____ day of _____, 2020 by and between the City of Poughkeepsie a municipal subdivision of the State of New York with a principal place of business at 62 Civic Center Plaza, Poughkeepsie, New York 12601 and the Town of Poughkeepsie a municipal subdivision of the State of New York having a principal place of business at One Overrocker Road, Poughkeepsie, New York 12603 who are signatories to this Agreement.

IN WITNESS WHEREOF, the participating Municipalities have executed this Agreement as of the date affixed next to its signature.

TOWN OF POUGHKEEPSIE

Date: _____, 2020

By: _____ TITLE: _____

CITY OF POUGHKEEPSIE

Date: _____, 2020

By: _____ TITLE: _____

RESOLUTION 7:8 - # 8 OF 2020

WHEREAS, the Town of Poughkeepsie Police Department and the City of Poughkeepsie Police Department (the Departments) each maintain established tactical teams whose members are trained to effectively respond to critical incidents, and

WHEREAS, the Departments wish to further develop their coordinated tactical responsibilities through a Tactical Team Support Intermunicipal Agreement (the Agreement), which Agreement could form the basis for the creation of an inter-departmental tactical team in the future, and which Agreement is a necessary predicate for participating partners to receive grants for the development of municipal tactical services programs, now therefore

BE IT RESOLVED, that the performance of the annexed Agreement involves ongoing Police Department training and management, with no major reordering of priorities, and is therefore a Type II Action requiring no SEQRA review, and

BE IT FURTHER RESOLVED, that the Supervisor or his designee is authorized to execute the annexed Agreement and other related and necessary documents with the City of Poughkeepsie, in substantially the form annexed.

Dated: July 8th 2020
Moved: Matthew Woolever
Seconded: William Carlos

Motion passes/ fails: Ayes 6 Nays 0

JEN/mem
t-6/30/2020
m-7/8/2020

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		AYE	NAY	ABSTAIN
<u>PRESENT/ABSENT</u>	Councilman Renihan	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u>	Councilman Carlos	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u>	Councilwoman Lopez	<u>Absent</u>	___	___
<u>PRESENT/ABSENT</u>	Councilman Cifone	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u>	Councilman Woolever	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u>	Councilwoman Shershin	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u>	Supervisor Baisley	<u>✓</u>	___	___

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R20-93						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

Councilmember Brannen made a motion to go into Executive Session, **Councilmember Cherry** seconded the motion.

Councilmember Brannen made a motion to resume the meeting, **Councilmember Cherry** seconded the motion.

Councilmember Cherry made a motion to table Resolution R20-94 until January 19, 2021, **Councilmember Flowers** seconded the motion.

R20-94						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

IX. ORDINANCES AND LOCAL LAWS:

First Read:

**ORDINANCE AMENDING CHAPTER XIX, SECTION 19-3.2 OF
THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED ZONING MAP
(0-20-11)**

INTRODUCED BY COUNCILMEMBER FLOWERS

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

SECTION 1: That the zoning map established pursuant to Chapter 19, §19-3.2, of the Code of Ordinances entitled “**Zoning Map**” of the City of Poughkeepsie be and same hereby is amended to rezone a nine (9) acre vacant parcel of land located on Milton Street known on the tax maps as Grid No. 6162-73-623227 from R-2 (Medium Low r Density Residential District) to Planned Residential Development.

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SECTION 2: That the City Chamberlain be and she hereby is directed to amend the official Zoning Map in accordance with this Ordinance.

SECTION 3: That the Planning Board of the City of Poughkeepsie as lead agency and under a coordinated review has determined that there are no other involved agencies, that the action is an unlisted action and upon the short form Environmental Assessment Form and the examination of 6 N.Y.C.R.R §617.7 of the State Environmental Quality Review Act the attached Negative Declaration is adopted because no Negative impacts anticipated will occur by reason of this text amendment.

SECTION 4: That the Planning Board has forwarded this request to the Common Council with a positive recommendation.

SECTION 5: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER_____:



MEMORANDUM OF TRANSMITTAL

To: City of Poughkeepsie Common Council
From: Natalie Quinn, Planning Director
Date: October 6, 2020
Re: Rezoning Application PD#2019-116, Highview at Fall Kill Creek

Dear Members of the Common Council:

The attached report is in reference to an application for rezoning submitted to the Planning Department by Maselo Realty on December 3, 2019. The proposed property is currently located in a district classified as Medium Low-Density Residential (R-2), and the applicant is requesting that the property be rezoned to Planned Residential Development (PRD).

Additional materials were requested in order to deem the application complete, and were received on January 10, 2020, February 11, 2020, and July 28, 2020. The Planning Department certifies that the application has been deemed complete in accordance with Section 19-3.18(5)(a). Please refer to the submitted plan set dated July 23, 2020 and letter from applicant dated February 11, 2020. Please note that upon mutual agreement of the applicant and the Planning Board, the 45 day timeframe for review by the Planning Board was extended due to delays and complications associated with COVID19.

In accordance with Section 19-3.18(5)(a)(3), the Planning Board has reviewed the preliminary concept plan and all related documents. At the September 15, 2020 meeting the Board passed a resolution to circulate the attached favorable report to the Common Council based upon the required findings.

As the Common Council is aware, environmental review in accordance with SEQRA must be conducted prior to any rezoning or site plan approval. As the Planned Residential District (PRD) process inherently links the rezoning process and the site plan review process, a coordinated review of the application is required in order to avoid issues of segmentation. The Planning Board respectfully offers their assistance in completing the environmental review, as Lead Agency, while the Common Council begins the outlined process for consideration of the rezoning. If the Common Council consents to the Planning Board acting as Lead Agency, the Board will circulate its determination in regards to SEQRA to the Common Council within the required timeframe outlined in Section 19-3.18 of the Code of Ordinances.

The City of Poughkeepsie Planning Board and planning staff look forward to coordinating with the Common Council on review of this matter.

cc: Deanne Flynn, City Chamberlain
Robert S. Levine, Planning Board Chair
Maselo Realty LLC, Applicant
Paul Ackermann, Corporation Council

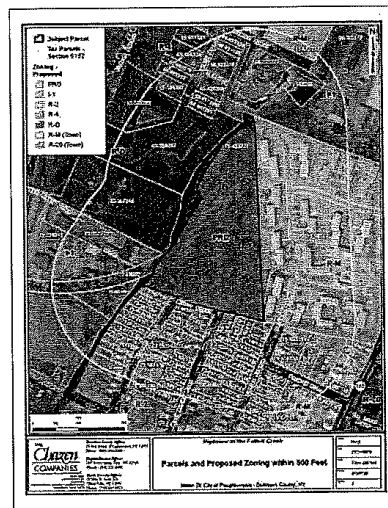


**THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING BOARD**
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4055 Fax: (845) 451-4006

Planning Board Report to Common Council
File PD#2019-116

Maselo Realty, LLC, is requesting the rezoning of approximately 8.713 acres at the sole parcel immediately north of Milton Street (tax parcel 6162-73-623227) from Medium Low-Density Residential (R-2) to Planned Residential Development (PRD). The subject property is currently undeveloped.

As noted and illustrated in the rezoning application packet submitted by the applicant, the properties bordering the proposed site to the north and west are zoned as I-1 (Light Industrial) and R&D (Research & Development), which house a mix of uses including multi-family housing, junkyard, a municipal complex, and manufacturing uses. To the east is a district zoned for multifamily residential by the Town of Poughkeepsie. To the south the lot abuts a Medium-Low Density Residential (R-2) district comprised primarily of single-family residences.



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- Planned Residential Development zoning districts are recommended as a modification to traditional zoning that can be used to address current trends. The Comprehensive Plan notes that it was used “to protect the integrity of one of the City’s largest historic properties – Springside.” (Page 4-1)
- According to the zoning map included in Section 4.0 of the Comprehensive Plan, in 1998 this parcel was zoned as Medium- High Density Residence District (R-4).
- Section 4.1.3 recommends the use of performance standards for multi-family uses in residential districts. Key standards include adequate parking, attractive landscaping, screening of off-street parking areas, design review, and buffers of adjacent residential properties.
- Section 3.1.3 of the Comprehensive Plan speaks more generally about recommended housing strategies within the city. The section specifically acknowledges that “new multi-family housing targeted toward the large college student market can create new opportunities for housing, and add to the city’s population base.”

Section 19-3.18(5)(a)(3)(ii) – The proposal meets the intent and objectives of the PRD district as expressed in Section 19-3.18(1)

It is the purpose of this Planned Residential Development (PRD) section to provide performance criteria as the basis for flexible use and design regulations so that self-contained residential neighborhoods, containing both individual building sites and common property, may be planned and developed in a unified manner on those large tracts of vacant or predominantly vacant land that are appropriate for such use.

It is further the intent (1) to encourage innovations in residential development so that the growing demands for housing of different types at all economic levels may be met by greater variety in type, design and siting of dwellings; and (2) to encourage the maximum reasonable conservation and the most efficient possible use of large tracts of land. These objectives cannot be achieved through the use of rigid and uniform traditional bulk and use zoning and subdivision regulations.

The specific objectives of the PRD zoning designation are:

- (a) An increase in choices of housing types (one-family detached, semidetached, attached and multifamily dwellings) available to city residents at various economic levels.
- (b) More usable open space and recreation areas.
- (c) Preservation of trees and outstanding natural topographic and geological features and prevention of soil erosion.
- (d) More convenience in location of accessory commercial and service areas.

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(e) A smaller network of utilities and streets which would lower housing and public maintenance costs.

(f) A more desirable environment than would be possible through the strict application of other provisions of this Chapter.

Section 19-3.18(5)(a)(3)(iii) – The proposal meets all the general requirements of Section 19-3.18(3)

Section 19-3.18(3) Standards and general requirements for Planned Residential Developments.

(a) The minimum area to qualify for a PRD District shall be 25 contiguous acres of land. Where the applicant can demonstrate that the characteristics of his holdings will meet the objectives of this section, plans covering lesser acreage may be considered.

The parcel in question is less than 25 acres. Applicant has demonstrated before the Board that the characteristics of proposal meet the objectives of the PRD zoning designation.

(b) A PRD shall have access to an arterial street, as defined in the City of Poughkeepsie ordinances and regulations.

The proposed site is located on Milton Street, which is not codified by the City of Poughkeepsie as an arterial street. Based on the size and density of the proposed project, the Planning Board believes that the proposed project is a likely candidate for an area variance with regards to this requirement. The applicant will be required to provide additional information regarding traffic and circulation during the SEQR process in order to assess impacts and potential mitigation measures, and will likewise need to apply directly to the Zoning Board of Appeals for an area variance.

(c) The following shall be permitted uses: 1. Dwelling units of all types, subject to the requirements of Subsection (3)(d); 2. Retail, personal service and professional office uses, where such uses are scaled primarily to serve the residents of the PRD; 3. Accessory uses as permitted in Low-Density Residence District (R-1)

The applicant is proposing multi-family residential dwelling units. The proposed concept plan meets this requirement.

(d) Residential density and standards:

1. The gross density, measured over the entire tract shall not exceed the equivalent of the number of units that are permitted in the zoning district in effect for the subject property immediately prior to the designation of the property for PRD.

The existing R-2 zoning designation requires a minimum lot area of 6,000 SF per dwelling unit. As the parcel in question is 8.713 acres, a maximum of 63 dwelling units is permitted under this requirement. (Please note that this number was incorrectly calculated as 65 units in a memo to Y. Flowers dated March 27, 2019). The applicant is proposing 63 dwelling units, reduced from their original proposal of 64 units. The proposed concept plan meets this requirement.

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It should be noted that the flexibility of building placement and form permitted by the PRD district would allow the proposed units to be clustered into two multi-family buildings rather than spread out as detached single-family homes. This allows for development that will better conform to the natural conditions and constraints of the site.

2. There shall be off-street parking facilities, subject to the requirements of Section 19-4.3 of this Chapter.

The applicant is proposing 124 off-street parking spaces to accommodate 32 one-bedroom apartments and 32 two-bedroom apartments. Section 19-4.3 requires 1.5 spaces for each one-bedroom apartment, 2.0 spaces for each two-bedroom apartment, and an additional 10% of the total required spaces for visitor parking. Thus, for the proposed unit mix, 123.2 parking spaces are required. The proposed concept plan meets this requirement.

*Note: the applicant has reduced the proposed unit count from 64 to 63 units. Thus, less than 123 parking spaces will be required.

3. Required usable open spaces shall be provided at the same ratio as R-4 District [Section 19-3.15(4)(i)], plus there shall be 1,000 square feet of usable open space for every single-family detached dwelling unit.

The applicant is proposing 22,400 square feet (SF) of usable open space to accommodate 32 one-bedroom apartments and 32 two-bedroom apartments. Section 19-3.15 requires 200 SF for each one-bedroom apartment and 300 SF for each two-bedroom apartment. Thus, for the proposed unit mix, exactly 16,000 SF of open space is required.

*Note: the applicant has reduced the proposed unit count from 64 to 63 units. Thus, less than 16,000 SF of open space will be required.

(e) Commercial density and standards:

Not applicable. The proposed concept plan does not incorporate commercial uses.

(f) Common areas and facilities.

A letter from the applicant, dated February 11, 2020, noted that common areas within the project will be owned and maintained by the applicant. The proposed concept plan meets this requirement.

Section 19-3.18(5)(a)(3)(iv) – The proposal is conceptually sound in that it meets community needs in the layout of the proposed roadway system, in its land use configuration, open space and drainage systems and in the scale of elements. Both absolute and as they relate to one another.

The Planning Board has determined that the proposal is conceptually sound in that it meets a city-wide need for additional housing, while also meeting a need of the immediate community for a greater diversity of housing options. Additionally, the proposal was discussed with

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adjacent residents at two informal community meetings, as noted in the letter by Councilmember Flowers, dated August 10, 2020. The proposed roadway system encourages residents of the property to use both Fitchett Street and W. Arnold Street for access and egress, respectively, dividing utilization evenly between the two access roads to avoid negative traffic impacts. The proposed concept plan provides an amount of open space that is in excess of the amount required by the code, makes diligent effort to retain existing trees and canopy where possible, and locates the proposed structures a respectful distance from the Fall Kill Creek while retaining the natural banks of the creek. The Board anticipates that drainage and stormwater management on site will be a primary focus of the forthcoming SEQRA review, and recommends that the Lead Agency ensure all drainage is properly addressed and any identified issues mitigated. The proposed concept plan meets this requirement at this conceptual phase.

Section 19-3.18(5)(a)(3)(v) – There are adequate public facilities, services and utilities available or proposed to be made available to serve the development

The concept plan and application materials have been circulated to the City of Poughkeepsie Engineering Department for review and comment. The Department of Public Works provided comments on February 25, 2020 and the Applicant satisfactorily addressed these comments (and other comments provided by the Planning Board on February 26, 2020) on a letter dated July 28, 2020.

RECOMMENDATION

The Planning Board hereby issues a favorable report to the Common Council with regards to the proposed preliminary site plan dated July 28, 2020 (Sheets C130 and C140) and July 23, 2020 (Sheets C180 and C181). In accordance with Section 19-3.18(5)(a)(3), the Board recommends that the Common Council hold a public hearing for the purposes of considering the desirability of mapping the subject property as a PRD Zoning District.

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September 29, 2020

Sarah Salem
Chairperson
Common Council
62 Civic Center Plaza
Poughkeepsie, NY 12601

MILTON STREET PARCEL #6162-73-623227: REZONE TO PRD

Application for rezoning the nine acre vacant parcel on Milton Street from R-2 to PRD (Planned Residential Development) to allow a multi-residential development consisting of two buildings each containing thirty-two (32) units for a total of 64 units, with a swimming pool and accessory surface parking. Grid #6162-73-623227; Owner/Applicant: Maselo Realty LLC; Consultant: Chazen Associates; Current Zoning: Medium Low Density (R-2) District. Proposed Zoning: Planned Residential District (PRD); File#2019-116

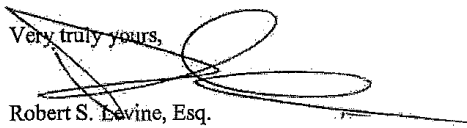
Dear Chairperson Salem:

This letter is to inform you of the action taken at the September 15, 2020, meeting of the Planning Board regarding an application for rezoning of the vacant parcel of land on Milton Street from Medium Low Density Residence (R-2) District to Planned Residential Development (PRD) District.

Please be advised that the Planning Board voted unanimously to recommend that the Common Council consider the rezoning, as detailed in the attached resolution and report.

If you have any questions regarding this decision letter, please do not hesitate to contact Planning Director Natalie Quinn at 845-451-4047.

Very truly yours,


Robert S. Levine, Esq.
Chairman
Planning Board

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September 29, 2020

Maselo Realty, LLC
Simon Abikzer
18 Eastview Road
Monsey, NY 10952

MILTON STREET PARCEL #6162-73-623227: REZONE TO PRD

Application for rezoning the nine acre vacant parcel on Milton Street from R-2 to PRD (Planned Residential Development) to allow a multi-residential development consisting of two buildings each containing thirty-two (32) units for a total of 64 units, with a swimming pool and accessory surface parking. Grid #6162-73-623227; Owner/Applicant: Maselo Realty LLC; Consultant: Chazen Associates; Current Zoning: Medium Low Density (R-2) District. Proposed Zoning: Planned Residential District (PRD); File#2019-116

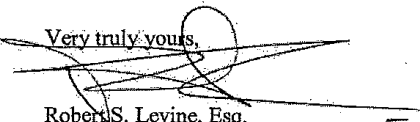
Dear Mr. Abikzer

This letter is to inform you of the action taken at the September 15, 2020, meeting of the Planning Board regarding your request for a rezoning of the property on Milton Street from Medium Low Density Residence (R-2) District to Planned Residential Development (PRD) District.

Please be advised that the Planning Board voted unanimously to recommend the rezoning to the Common Council.

If you have any questions in this regard, please do not hesitate to contact Planning Director Natalie Quinn at 845-451-4047.

Very truly yours,


Robert S. Levine, Esq.
Chairman
Planning Board



**CITY OF POUGHKEEPSIE
PLANNING BOARD RESOLUTION**

In the matter of the application of Maselo Realty, LLC, regarding the property at Milton Street, Poughkeepsie, New York:

At a Regular Meeting of the Planning Board held on the 15th day of September, 2020, at 7:00pm:

Present

Robert S. Levine, Esq, Chairman
Daniel McCabe, Vice Chairman
Sakima McClinton
Robert Mallory
Anne Saylor
Marjorie Smith

Excused

Rosaura Andujar-MacNeil

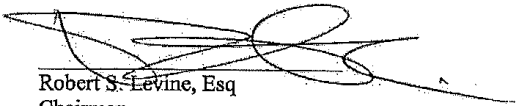
WHEREAS, the Planning Board has received an application for the rezoning of the vacant property on Milton Street from Medium Low Density Residence (R-2) District to Planned Residential Development (PRD) District as depicted in the concept plan dated February 11th, 2020, prepared by The Chazen Companies; and,

WHEREAS, the Planning Board has reviewed the materials submitted in conjunction with this application and determined to render a favorable report to the Common Council on the proposed rezoning:

NOW THEREFORE, BE IT RESOLVED that the Planning Board recommends that the Common Council hold a public hearing for the purpose of considering the desirability of mapping the subject property as a PRD Zoning District, based on the draft report dated February 18, 2020, as amended, approved and finalized by the Planning Board on February 26, 2020.

Motion: Marjorie Smith
Second: Daniel McCabe
Carried: 6:0:0

The motion to approve the project as outlined herein carried unanimously.


Robert S. Levine, Esq
Chairman
Planning Board

X. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

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1. **FROM POLICE CHIEF PAPE**, a communication regarding a proposed IMA with Dutchess County for Procedural Justice Training.

INTERMUNICIPAL AGREEMENT

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

WITNESSETH:

WHEREAS, the County Office of Probation and Community Corrections desires the services of the City of Poughkeepsie Police Department to provide Procedural Justice and Implicit Bias Training to police officers from every town, village and city within Dutchess County, and

WHEREAS, the Dutchess County Police Reform and Modernization Collaborative was established in June of 2020 by County Executive Marcus J. Molinaro and Sheriff Adrian "Butch" Anderson and tasked with helping every town, village and city to enact broad-based police reform, and

WHEREAS, the reform plan includes providing police officers with training on evidence-based policing strategies, including but not limited to, procedural justice and implicit bias awareness training, and

WHEREAS, this countywide training initiative is being implemented to provide all Dutchess County police agencies with the opportunity to provide their officers this training which shall conclude in December of 2021, and

WHEREAS, by Resolution No. _____, the Dutchess County Legislature has prescribed conditions under which Dutchess County can _____ with other units of local government, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as a county outside the Municipality of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, the Municipality is qualified and is willing and able to perform such services in a timely manner, and

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WHEREAS, the funds necessary to pay for such services are appropriated in the Adopted County Budget, and

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

1. SCOPE OF SERVICES. The Municipality shall perform, using standards of care acceptable to the County and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services set forth in Exhibit "A" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall be effective as of October 1, 2020 and shall terminate on December 31, 2021, unless otherwise terminated as set forth herein.

3. PAYMENT. As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS. The Municipality may opt to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller's Office.

The Municipality will only bill and be reimbursed by the County for Instructor/Facilitator overtime pay. Billing does not include training/facilitating performed during instructor/facilitator's normal work schedule and does not include any participants' time.

The Municipality must provide for a time keeping system to document employee overtime expenses so that records can be produced and provided when requested by the County. Reimbursement is dependent upon the timely submission of a Detailed Itemization of Personal Service Expenditures Form and Claim. An example of the type of information to support the claim can be found on the New York State Division of Criminal Justice Services website: <https://www.criminaljustice.ny.gov/ofpa/expenditure-based-vouchering.html>.

The Municipality must submit a claim and detailed itemization of personal service expenditures within thirty (30) days after the end of each quarter, as follows: For the 2020 fourth quarter, claim submission must be made by January 30, 2021; For the 2021 first quarter, claims submissions must be made by April 30, 2021; For the 2021 second quarter, claim submissions must be made by July 30, 2021; For the 2021 third quarter, claim submissions must be made by October 30, 2021; For the 2021 fourth quarter, claim submissions must be made by January 30, 2022.

All claims for payment are to be sent to the following address:

Dutchess County Office of Probation and Community Corrections
Attn: Marguerite Stein
50 Market Street
Poughkeepsie, New York 12601

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Payment of the above consideration shall be made to the Municipality upon submission of statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

4. INDEPENDENT CONTRACTOR STATUS. The Municipality agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Municipality or his employees; that the Municipality shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Municipality shall have no workers' compensation or disability coverage through the County for the Municipality or its employees, and that the Municipality shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

5. DEFENSE AND INDEMNIFICATION.

PROFESSIONAL SERVICES: For all matters arising out of the Municipality's professional services, the Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of the Municipality, or third parties under the direction or control of the Municipality, in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of the Municipality's professional services (such other matters commonly referred to as "General Liability Claims"), the Municipality agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising directly or indirectly from this Agreement. The Municipality shall investigate, handle, respond to and defend any such claims, demands or suits at his sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

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6. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Municipality and its sub-contractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each Municipality shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Municipality is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury, property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.

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- (D) The umbrella/excess policy, if applicable, is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Municipality. The Municipality and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Municipality may be suspended in the event the Municipality and its sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Municipality to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Municipality to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Municipality from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Municipality concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to

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become due the Municipality until the Municipality furnishes such additional security as is determined necessary by the County.

7. QUALIFICATIONS OF MUNICIPALITY. The Municipality specifically represents that it and its members, officers, employees, agents, servants, consultants and sub-contractor(s), if any, have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

8. DECLARATION BY MUNICIPALITY. The Municipality declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

9. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status.

The Municipality shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

10. RETENTION OF RECORDS. The Municipality agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

11. NON-ASSIGNMENT. This Agreement may not be assigned by the Municipality without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

12. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the Municipality of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Municipality of termination with cause.

In the event of termination with or without cause, the Municipality shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in its custody or control pertaining to the Agreement and the County shall pay to the Municipality all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or

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desirable because of the Municipality's failure to fulfill its obligations under this Agreement, or any other fault of the Municipality, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Municipality under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Municipality shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Municipality shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Municipality therefore.

13. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

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

Office of Probation and Community Corrections
Attn: Director
50 Market Street
Poughkeepsie, NY 12601

City of Poughkeepsie Police Department
Attn: Police Chief
62 Civic Center Plaza
Poughkeepsie, NY 12601

15. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

16. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

Official Minutes of the Common Council Meeting of December 7, 2020

17. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

18. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

19. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Municipality hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. The Municipality must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. The Municipality will have thirty (30) calendar days after service is complete in which to respond.

20. NOTICE OF INTENT TO SUE. (a) Municipality agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Contractor shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which Contractor believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the County's choice, as to any matter arising under this agreement within the 90 day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

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

22. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

23. AUDIT. Municipality shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Municipality, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the

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responsible department and audit by the County Comptroller. The Municipality shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. Municipality shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by the Municipality are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

24. MUNICIPALITY'S OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, Municipality shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Municipality(ies) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

25. REQUIRED PROVISIONS OF LAW. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

26. RULES OF CONSTRUCTION. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

27. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

28. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

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

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF POUGHKEEPSIE POLICE
DEPARTMENT:

Office of Probation and Community
Corrections

BY: _____
Thomas Pape
Police Chief

Dutchess County Police Reform and Modernization Collaborative

Countywide Procedural Justice & Implicit Bias Training Initiative

Introduction

Established in June of 2020 by County Executive Marc Molinaro and Sheriff Adrian "Butch" Anderson, the Dutchess County Police Reform and Modernization Collaborative has been tasked with helping every town, village and city to enact broad based police reform.

Part of this reform plan includes providing police officers with training on evidence-based policing strategies, including but not limited to, procedural justice and implicit bias awareness training. A countywide training initiative is being implemented to provide all Dutchess County police agencies with the opportunity to provide their officers with this training. The training initiative will begin October of 2020 and will conclude in December of 2021.

Scope of Services

1. **Number of Classes Conducted** - A total of sixteen of the 8-hr Procedural Justice classes and sixteen of the 8-hr Implicit Bias classes will be conducted during this entire training initiative. In 2020, eight of the 8-hr Procedural Justice classes will be conducted. In 2021, eight of the 8-hr Procedural Justice classes will be conducted and sixteen of the 8-hr Implicit Bias classes will be conducted.
2. **Instructors**: Classes will be taught by police instructors qualified by the New York State Division of Criminal Justice Services (NYS DCJS) to provide general police instruction and qualified to teach the Procedural Justice and Implicit Bias training courses.
3. **Facilitators**: Classes will be facilitated by police instructors qualified by the New York State Division of Criminal Justice Services to provide general police instruction. Facilitators will complete administrative tasks associated with presenting the training classes and assist the instructors.
4. **8-hr Procedural Justice Training** – Procedural Justice, also known as Principled Policing, focuses on the way police interact with the public and how these interactions influence crime rates and the public's view of police and willingness to obey the law. Evidence shows that practicing procedural justice can have a significant impact on compliance, cooperation, public safety and officer safety. The objective of the Procedural Justice and Police Legitimacy portion of the training will focus on understanding police legitimacy and procedural justice, the relationship between the community and the police and the role history has played in hindering legitimacy in some communities. The objective of the Tactical Mindset portion of the training will, through visual and scenario-based training modules, put into practice the basic principles of Procedural Justice to increase officer safety improve the ability of police officers to do their jobs and recognize situations where procedural justice principles may apply.

5. **8-hr Implicit Bias Training** – The objectives of this training include: Recognizing your own human biases; Understanding how implicit biases can affect your perceptions and behavior; Understanding how biased policing impacts community members and the department; Understanding how this training supports procedural justice and thus police legitimacy; Developing skills and tactics to reduce influence of bias on police practice and allow you to be safe, effective and just police professionals.
 6. **Administrative Tasks:** Tasks associated with facilitating the training including student registration, prepare certificates of completion, complete student rosters, submit appropriate paperwork to NYS DCJS for inclusion on student transcripts, classroom preparation, COVID-19 screenings, sanitizing the instructional space and other related tasks as required.
 7. **Hours of Instruction and Facilitation:** City of Poughkeepsie Police Department will only bill and be reimbursed by the County for Instructor/Facilitator overtime pay. For each class, provide no more than three instructors not to exceed a total of twenty-four hours of overtime pay. For each class, provide no more than two facilitators not to exceed a total of four hours of overtime pay. Billing does not include training/facilitating performed during instructor/facilitator's normal work schedule and does not include any participants' time.
2. **FROM PLANNING DIRECTOR QUINN**, a communication regarding the proposed amendment to Chapter 19, Section 19-3.19 of the City of Poughkeepsie Code of Ordinances entitled, “Central Urban Density Residence District (R-4A)”.

MEMORANDUM OF TRANSMITTAL

To: City of Poughkeepsie Common Council
From: Natalie Quinn, Planning Director
Date: November 30, 2020
Re: Proposed Text Amendments to R-4A Zoning District

The Planning Department proposes seven additions to the list of permitted uses, special permitted uses, and accessory uses within the city's R-4A Zoning District, which largely coincides with the boundaries of the Union Street Historic District. The objective of these additions is to foster a walkable community by allowing for a greater variety of commercial amenities in the neighborhood and to encourage the preservation of existing historic storefronts.

The R-4A Zoning District already permits a number of residential and commercial uses. The proposed amendments simply seek to expand the list of permitted commercial uses to include businesses that address typical small-scale everyday needs that can help foster an even greater mix of use in this neighborhood. The proposed additions are bolded and underlined in the attached draft ordinance.

The proposal was last presented to the Common Council in September 2019. Following the initial communication to the Council, the proposal was circulated to Dutchess County Planning Department as required by General Municipal Law (Article 12B, Section 239-l/m). The proposal has been revised to address comments made by Dutchess County Planning.

The entire zoning district is 20.4 acres and as such the proposal is classified as an Unlisted Action under SEQRA and a short EAF has been submitted.

At this time we respectfully request that the Common Council declare themselves Lead Agency for the purposes of SEQRA (if not already done in 2019) and set a public hearing for the next available date.

Documents submitted with Memorandum: Draft Ordinance (dated 9/18/19), proposal description presentation, Dutchess County Referral 19-285, letter from Arthur Rollin (dated 9/9/19), and Short EAF Part 1.

Cc: Paul Ackermann, Corporation Counsel
Deanne Flynn, City Chamberlain

***Short Environmental Assessment Form
Part 1 - Project Information***

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
Text Amendment to City of Poughkeepsie "Central Urban Density Residence District (R-4A)"							
Name of Action or Project:							
Project Location (describe, and attach a location map): City of Poughkeepsie, R-4A Zoning District							
Brief Description of Proposed Action: The Planning Department proposes seven additions to the list of permitted uses, special permitted uses, and accessory uses within the city's R-4A Zoning District, which largely coincides with the boundaries of the Union Street Historic District. The objective of these additions is to foster a walkable community by allowing for a greater variety of commercial amenities in the neighborhood and to encourage the preservation of existing historic storefronts. Proposed Additions: (1) Standard restaurants, cafes and coffee shops, provided such businesses are located in existing buildings and close by 11pm. Drive-through facilities are prohibited. (2) Retail establishments. (3) Convenience stores, provided that a variety of fresh produce is available for purchase. (4) Personal service establishments. (5) Artisanal uses offering a trade or handcrafted service or product, such as but not limited to butchers, cheese shops, fish markets, and candy shops. (6) [Special Permit Use] Rooftop and courtyard seating areas for standard restaurants and coffee shops. and (7) [Accessory Use] Sidewalk seating areas for standard restaurants and coffee shops pursuant to Section 15-14 of the code.							
Name of Applicant or Sponsor:		Telephone: 845-451-4047					
City of Poughkeepsie Planning Department		E-Mail: nquinn@cityofpoughkeepsie.com					
Address: 62 Civic Center Plaza							
City/PO: Poughkeepsie		State: NY	Zip Code: 12601				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☐	☐
NO	YES						
☐	☐						
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland							

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5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☐	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☐	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	☐	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	☐	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

Official Minutes of the Common Council Meeting of December 7, 2020

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☐	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☐	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☐	YES ☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO ☐	YES ☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO ☐	YES ☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO ☐	YES ☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Natalie Quinn</u> Date: <u>11/30/20</u> Signature: <u>Natalie Quinn</u> Title: <u>Planning Director</u>		

PRINT FORM

Page 3 of 3

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MARCUS J. MOLINARO
COUNTY EXECUTIVE



EOIN WRAFTER, AICP
COMMISSIONER

COUNTY OF DUTCHESS DEPARTMENT OF PLANNING AND DEVELOPMENT

September 16, 2019

To: Common Council, City of Poughkeepsie
Re: Referral 19-285 — LL: Amend R-4A District Permitted and Accessory Uses

The Dutchess County Department of Planning and Development has reviewed the submitted referral for countywide and intermunicipal impacts as required in General Municipal Law (Article 12B, §239-l/m).

ACTION — The City is considering additions to the permitted and accessory uses listed for the R-4A district, which corresponds with the Union Street Historic District.

COMMENTS — We fully support the stated objective for the inclusion of a few carefully considered uses into this district, whose strong historic fabric lends itself to a mix of urban residential and neighborhood commercial uses. We offer the following minor suggestions regarding the proposed language:

- Definitions should be included for the following terms if they are retained in the final amendment: Drinking establishment; Gift shop; Florist shop; Laundromat; Artisanal food provider.
- §19-3.19(2)(a)(11): A "standard restaurant" could include an establishment that has a drive-through facility as an accessory part of its operation. If the City is so inclined, we would support a clearly stated prohibition against drive-through facilities in this district. This section also references "drinking establishments not serving food." It is rare for establishments to serve drinks but no food at all. If the intent is to prohibit establishments that primarily serve alcohol, consider prohibiting bars/taverns, and possibly nightclubs, as those uses are already defined in the code.
- §19-3.19(2)(a)(12): The term "retail establishment" is defined in §19-2.2 and could be used instead of "retail store." The provision for "Retail stores limited to bookstores, gift shops, florist shops..." may be more restrictive than necessary. The City might consider the following change: "Retail establishments, such as but not limited to bookstores, gift shops, and florist shops..."
- §19-3.19(2)(a)(14): For consistency with other portions of the code, consider changing this to "Artisan Food and Beverage" as defined in the PID section of the code, and add to §19-2.2.
- §19-3.19(3)(g): Depending on the particulars of a site, the allowance for rooftop and/or courtyard seating areas could negatively impact adjacent residential; the City could consider listing these in §19-3.19(2)(b) as uses subject to a special permit. For sidewalk seating areas, consider adding a reference to §15-14 Sidewalk Cafes, which includes requirements regarding sidewalk seating.

RECOMMENDATION

The Department recommends that the Board rely upon its own study of the facts in the case with due consideration of the above comments.

Eoin Wrafter, AICP, Commissioner

By

Heather M. LaVarnway, CNU-A, Senior Planner

Official Minutes of the Common Council Meeting of December 7, 2020

Dutchess County Department of Planning and Development		FAX INFO ONLY		To: <u>Common Council</u>		Date: <u>9/16/19</u>	# pgs: <u>2</u>
		Co./Dept.		From: <u>DC Planning</u>		Phone #	
		Fax #					

239 Planning/Zoning Referral - Standard Form

Please fill in this section

Municipality: City of Poughkeepsie

Referring Agency: ☐ Planning Board ☐ Zoning Board of Appeals ☒ Municipal Board

Tax Parcel Number(s): Attached

Project Name: LL R-4A Zoning District Text Amendment Purpose and Permitted Uses

Applicant: City Council

Address of Property: Union Street, S. Clover Street, Delano Street, S. Bridge Street, S. Perry Street, Grand Street

Type of Action:

☒ Local Law / Text Amendment

☐ Rezoning

☐ Site Plan

☐ Special Permit

☐ Use Variance

☐ Area Variance

☐ Other: _____

Parcels within 500 feet of:

☒ State Road _____

☐ County Road _____

☐ State Property (with recreation area or public building)

☐ County Property (with recreation area or public building)

☐ Municipal Boundary

☐ Farm operation in an Agricultural District

Date Response Requested (if less than 30 days): September 23, 2019

If subject of a previous referral, please note County referral number(s): _____

REC'D 2019 SEP 3 3:44:35 PM

FOR COUNTY OFFICE USE ONLY

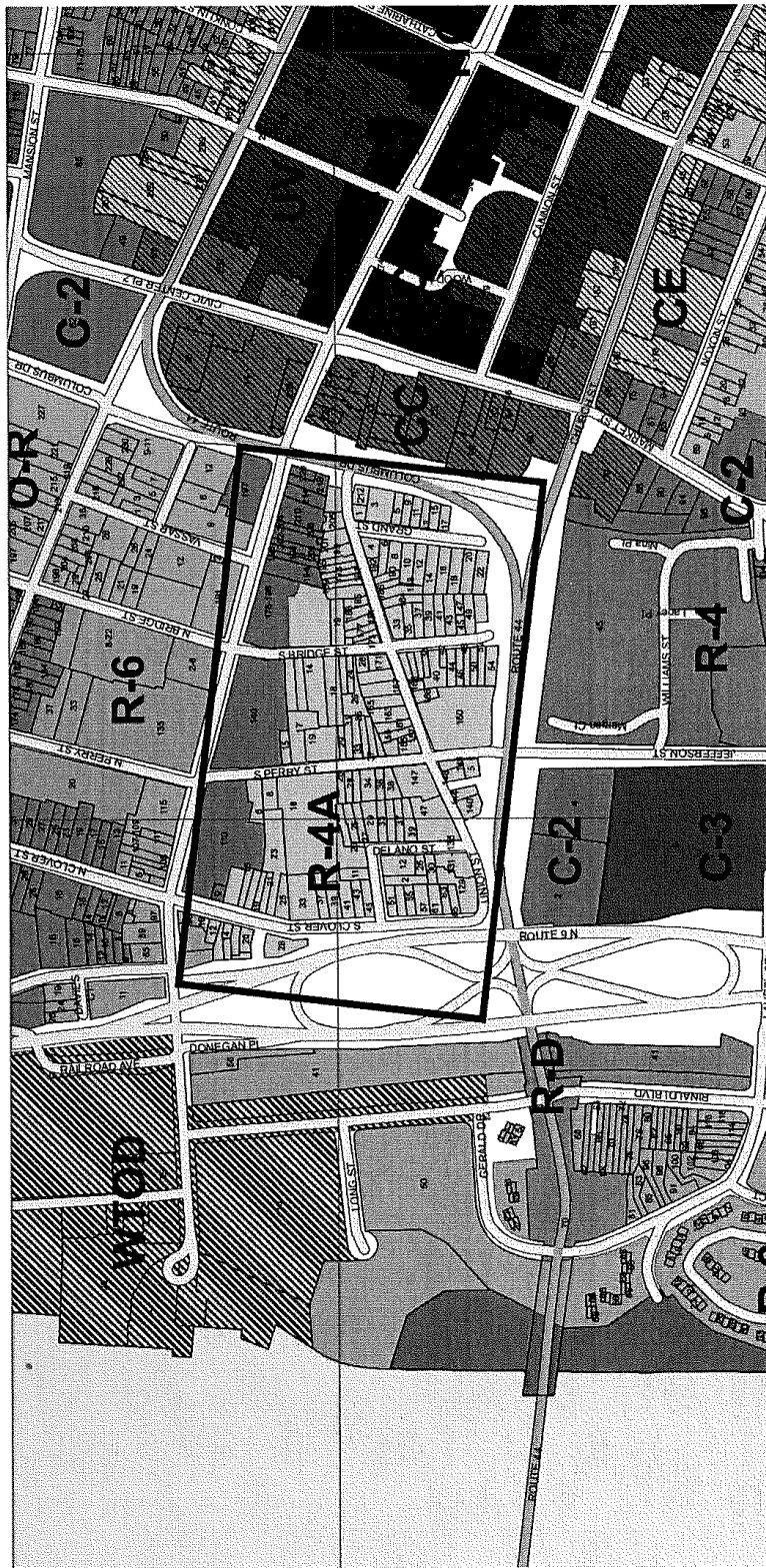
Response from Dutchess County Department of Planning and Development

No Comments: ☐ Matter of Local Concern ☐ No Jurisdiction ☐ No Authority ☐ Withdrawn	Comments Attached: ☒ Local Concern with Comments ☐ Conditional ☐ Denial ☐ Incomplete — municipality must resubmit to County ☐ Incomplete with Comments — municipality must resubmit to County
---	--

Date Submitted: <u>9/3/19</u>	Notes: <u>Hand delivered 9/3/19.</u>	☐ Major Project
Date Received: <u>9/3/19</u>		
Date Requested: <u>9/23/19</u>		Referral #: <u>2019-285</u>
Date Required: <u>10/2/19</u>	☒ Also mailed hard copy	Reviewer: <u>Heather M. Lal</u>
Date Response Faxed: <u>9/16/19</u>		

Proposed R-4A District Text Amendment

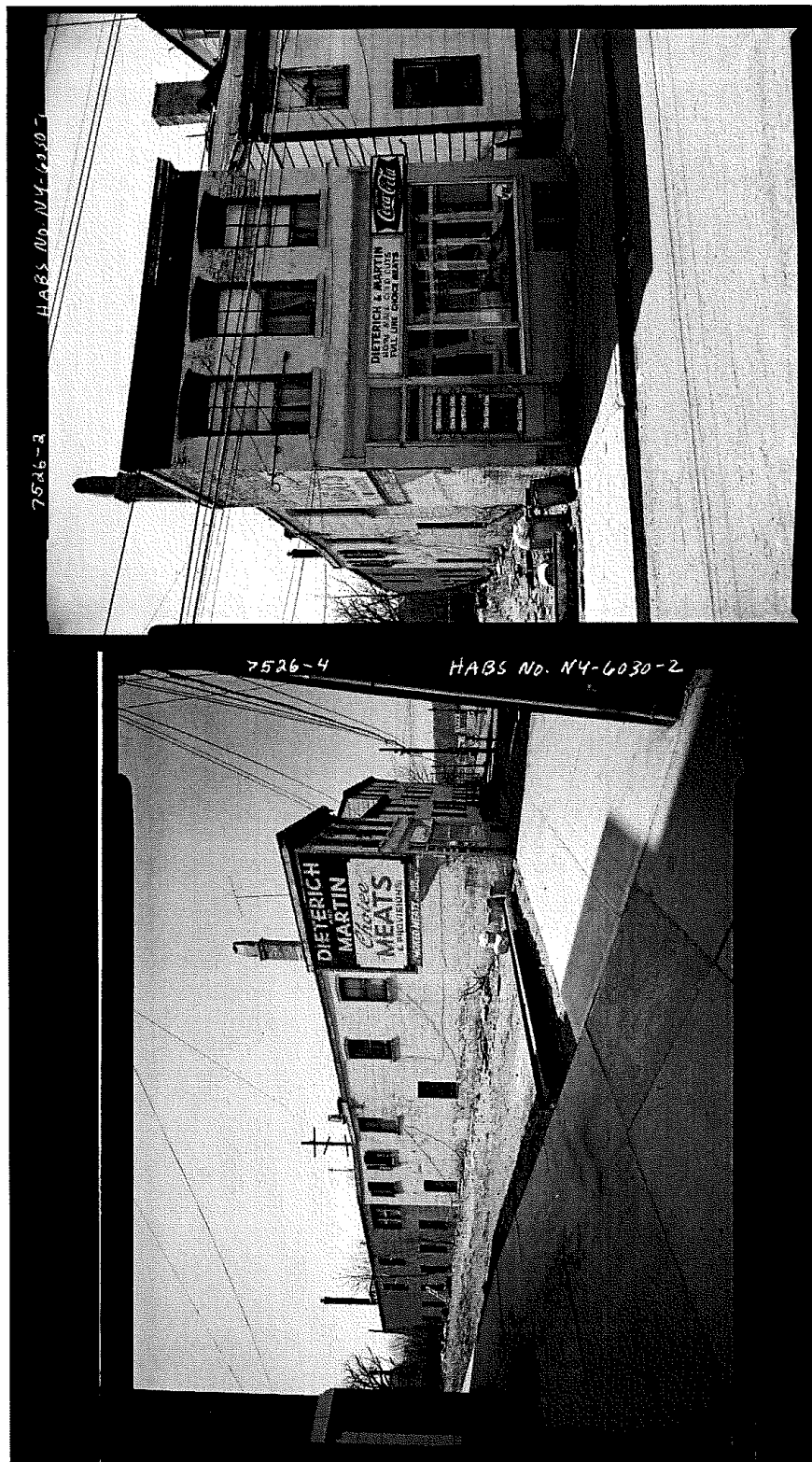
Description: The Planning Department proposes five additions to the list of permitted uses, one addition to the list of special permitted uses, and one addition to the list of permitted accessory uses within the city's R-4A Zoning District. The R-4A District coincides with the boundaries of the Union Street Historic District. The objective of these additions is to allow for a greater variety of commercial amenities in the neighborhood and to facilitate the renovation and preservation of existing storefronts.



The Union Street area was historically home to a diversity of uses including residential and small-scale neighborhood commercial uses

Below is a list of businesses located in the district in 1927, which was the year that zoning was first enacted in the City of Poughkeepsie.

UNION STREET	SOUTH BRIDGE STREET	SOUTH CLOVER STREET
131 - Saverio Ciano, Shoemaker	2 - Helman Delicatessen	7 - Selden Meats
135 - Nestler Grocers	3 - Levinson Jeweler	10 - VanOppens Grocer
137 - Knauss Bros Inc. Pork Packers	5 - Staffa Antiques	14 - Antoinetta Guglielmo dressmaker
143 - Peck Grocers	6 - VanNorstrand Confectioner	44 - Helen Andrus music teacher
147 - Niessen Bakery	11 - Mavilla Shoe Repair	65 - Dzuiban Restaurant
149 - Florian Hall Grocers	22 - Agnes Rieser Music Teacher	71 - Sutcliffe Grocers
150 - Dieterich & Martin Meat	50 - Yager Grocer	72 - Haupt Confectioner
151 - Hempe Cigars		
152 - Wassenmuller Grocers		
159 - Volles Barber		
169 - Guiseppe Benigno Grocers		
173 - Noll & Sons Plumber		
195 - Guinta Grocers		



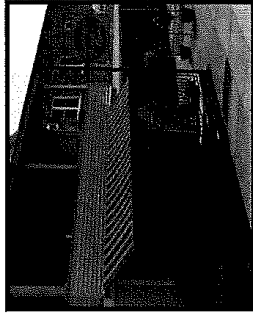
The current R-4A text permits a limited variety of commercial uses, which is prohibiting the district's historic fabric from being re-established.



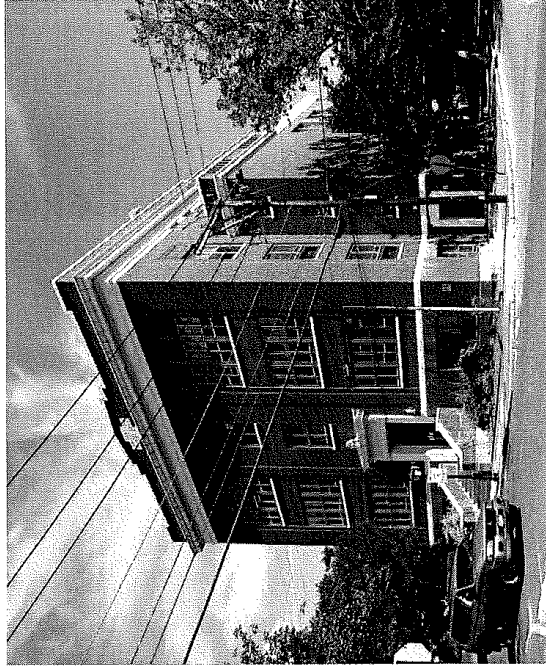
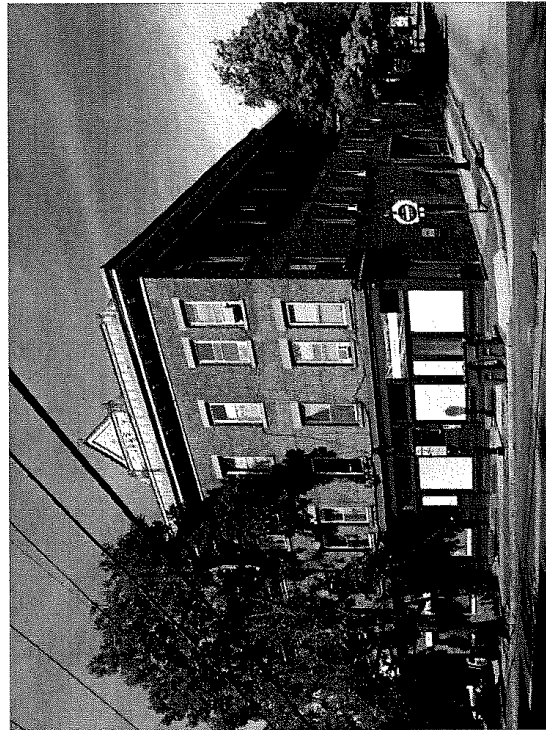
- Commercial uses are currently restricted to the following:
 - Places of worship
 - Nursery or preschool
 - Libraries or museums
 - Daycares
 - Physician or dentist office
 - Membership clubs
 - Professional or business offices
- Rossi's Deli is currently a non-conforming use within the district.
- Existing ground floor commercial spaces have been converted to residential.

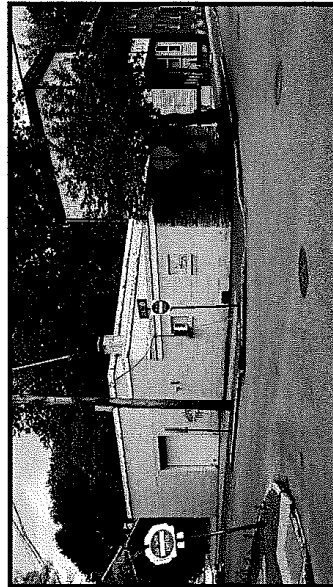
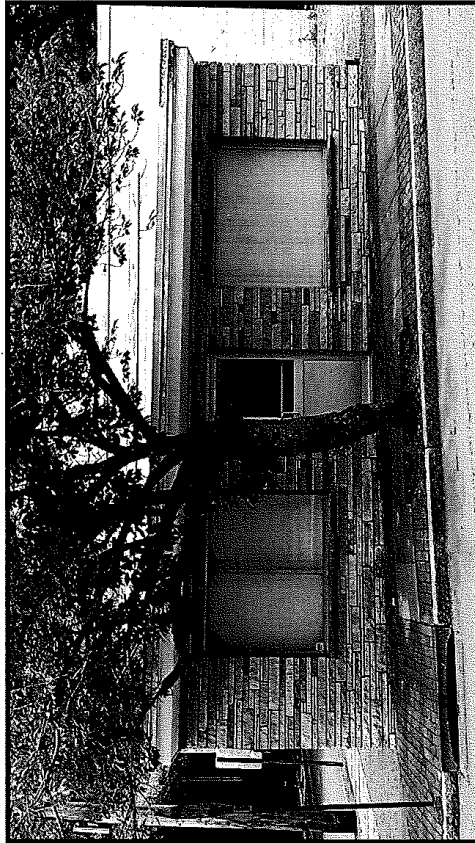
Proposed Additions to R-4A Text

- **Standard restaurants, cafes and coffee shops**, provided such businesses are located in existing buildings and close by 11pm. Drive-through facilities are prohibited.
- **Retail establishments.**
- **Convenience stores**, provided that a variety of fresh produce is available for purchase.
- **Personal service establishments.**
- **Artisanal uses** offering a trade or handcrafted service or product, such as but not limited to butchers, cheese shops, fish markets, and candy shops.
- **Rooftop, courtyard and sidewalk seating areas** for standard restaurants and coffee shops. [Permitted by special permit]
- **Sidewalk seating areas** for standard restaurants and coffee shops pursuant to Section 15-14 of the code. [Accessory Use]



Examples of existing commercial storefronts that
could benefit from this text amendment





Official Minutes of the Common Council Meeting of December 7, 2020

September 9, 2019

Councilmember At-Large Ann Finney
& Common Council

VIA ELECTRONIC MAIL

Dear Councilmember Finney,

I am writing in response to your request for comments with respect to the proposed additional use categories to the existing R-4A zoning code which applies to portions of the Union Street Historic District. This very unique and culturally valuable district represents some of the most well preserved buildings and historically comprehensive streets and structures in the City of Poughkeepsie, if not the entire county. Due to this special status the district was thoroughly researched, nominated and finally approved in 1971 as a state and national historic district.

It is important to clarify though, that while my position as chair of the City of Poughkeepsie's Historic District and Landmarks Preservation Commission often provides the opportunity to review proposed modifications to city-designated landmarks, none of the buildings included in this proposed zoning change are under the Commission's jurisdiction. If property owners in the Union Street Historic District seek to renovate and/or modify their buildings, there is absolutely no review process required unless they are hoping to earn state or federal tax abatements or grants. Therefore, my comments reflect mainly those of a local architectural designer, preservationist and resident interested in our city's rich history.

Additionally, I'd like to clarify that these comments are mine alone, as the HDLPC plans to meet this coming Thursday and will be further discussing this topic then. I would, as always, highly encourage council members to attend our meetings or follow along at home and reach out if you have any questions.

Thank you to planning staff for reaching out to the commission a few months ago to gather information used in the preparation of this proposal. Seeking out a deeper understanding of our city's built environment and using that information to help guide future development can only lead to a more interesting and vibrant place to call home. Seeing as the district's origins date to the 18th century, it's no wonder one has a distinct feeling when walking around those streets. Landmarking protected this special place from wholesale obliteration at the time of Urban Renewal, but did not protect it from stagnation caused by limitations in outdated zoning codes. I'm encouraged to hear that there is a possibility to remove some of these limitations and re-invigorate buildings that date from a time when mixed-uses were typical and pedestrian-centric design was a requirement for success, not simply a suggestion. These varied characteristics are what help define an economically resilient and socially successful urban environment.

The proposed uses seem appropriate, especially when considering historic uses in these same locations. I do question the specific denial of convenience stores as their historic equivalent, it could be argued, were the small local grocery stores indicated in the presentation. Historically mixed use buildings have been converted in the recent past to accommodate residential units on their ground floors, often having their storefronts modified in such as way as to provide the necessary privacy for residents within, but

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sadly eliminating the large display windows and welcoming entry-ways which could have contributed to a historically appropriate appearance and vibrant street-scape. Encouraging residents and visitors to occupy sidewalk cafes or courtyard dining areas helps create an opportunity to slow the daily pace and take in their surroundings. Pride in place could easily be encouraged when people spend more time in these sorts of environments and social settings.

While these zoning modifications seem somewhat modest in scale and scope the impact could be a real challenge to our historic infrastructure. For example, changes in use may require the addition of emergency egress doors or modified entries for individuals with physical disabilities. Rooftop seating may require the addition of tall railings for the safety of patrons. As stated earlier, modifications of this sort would not necessarily require review by the State Historic Preservation Office and would certainly not come before our HDLPC. In order to ensure that future design changes spurred on by this proposal in the district are minimal in impact and architecturally appropriate, I would encourage the council to consider the addition of the Union Street Historic District to the local register. A parallel effort may be initiated to benefit not only potential developers but also the city at large. Thank you for your consideration and I welcome your questions.

Sincerely,

Arthur T. Rollin

Arthur T. Rollin
Chair
Historic District and Landmarks Preservation Commission

3. **FROM JOCELYN ECHANDY**, a notice of personal injuries sustained on August 23, 2020. **Referred to Corporation Counsel.**

XI. OLD BUSINESS:

X. ADJOURNMENT:

A motion was made by Councilmember Brannen and seconded by Councilmember Flowers to adjourn the meeting at 10:37 p.m.

Dated: December 31, 2020

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, December 7, 2020

Respectfully submitted,

Deanne L. Flynn
City Chamberlain

