



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, January 4, 2021 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, January 4, 2021, 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- All Present

II. REVIEW OF MINUTES:

Official Minutes of the Common Council Meeting of January 4, 2021

CCM Minutes 12-7-2020						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

NONE

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

1. Laurie Sadow-South Grand

2. Brian Robinson

V. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

VI. REPORTS OF COMMITTEES AND BOARDS:

VIII. MOTIONS AND RESOLUTIONS:

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

RESOLUTION

(R21-09)

INTRODUCED BY CHAIR SALEM

WHEREAS, the members of the Board of Assessment Review are appointed by the Common Council pursuant to the City Charter §5.02(1) and the Section 523 of the New York Real Property Tax Law; and

WHEREAS, member Ken Stickle has previously served on the Board of Assessment Review and has expressed an interest in continued service; and

WHEREAS, the Commissioner of Assessment has recommended the reappointment of Ken Stickle as a member of the Board of Assessment Review; and

NOW, THEREFORE,

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BE IT RESOLVED, that the Common Council of the City of Poughkeepsie does hereby re-appoint Ken Stickle to the Board of Assessment Review for a term of five (5) years commencing on October 1, 2020 and expiring September 30, 2025.

SECONDED BY COUNCILMEMBER BRANNEN

R21-09						
☒ 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	☒	☐	☐	☐

MEMORANDUM OF TRANSMITTAL

To: Marc Nelson, City Administrator
From: Paul Calogerakis, Economic Development Director
Date: December 22, 2020
Re: New York Main Street Grant Program

The New York Main Street (NYMS) grant program was opened on November 25th 2020, with a due date for applications of January 15th 2021. Planning and Development staff received two inquiries from eligible applicants regarding an endorsement from the Common Council of their applications prior to the submission deadline, a required element of the application package.

NYMS provides financial resources and technical assistance to communities to strengthen the economic vitality of the State's traditional Main Streets and neighborhoods. The program, offered through the New York State Department of Homes and Community Renewal, stimulates reinvestment in properties located within mixed-use commercial districts and adjacent neighborhoods with the goal of establishing sustainable downtown and neighborhood revitalization. The program track from which each applicant is seeking funding assistance is the Downtown Anchor Project. This track provides for funding awards of \$100,000 to \$500,000 (not to exceed 75% of project cost) to assist in a standalone, single site, "shovel ready" renovation project that is key to local revitalization efforts.

Family Services, Inc. intends to submit an application to the program for financial assistance to continue improvements to the Family Partnership Center at 29 North Hamilton Street, including sidewalk and pavement replacement and utility relocation in an effort to add to the accessibility and safety of the building and support the sustainability of the various organizations and programming it hosts. Family Services seeks \$289,926 from the NYMS program, with a total project cost of \$386,568.

Kirchner Realty, Inc., owner and developer of the Up To Date building at 278 Main Street, is partnering with non-profit Nubian Directions II, Inc. to also submit an application to the NYMS Downtown Anchor Project program. The proposal is to redevelop the building into 24 residential units, a percentage of which is proposed to be affordable, and 11,000 sf of ground floor commercial space. The project seeks \$500,000 from the NYMS program, with a total project cost of an estimated \$9MM. Nubian Directions would serve as the non-profit arm of the development and eligible applicant to the grant program. Nubian Directions would incorporate their youth build program into the project.

City staff requested one-page project descriptions (attached) from each applicant, and we recommend that they be forwarded to the Common Council for their endorsement in the form of a resolution. As a reminder, the program guidelines stipulate that a resolution in support of the application be passed prior to the submission deadline on January 15, 2021. Staff believe both proposals would have positive impacts on the community and merit consideration from the State. Not only is an endorsement from the Common Council required, it would go a long way toward showing this community's support for these two worthy projects.

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

RESOLUTION (R21-10)

INTRODUCED BY CHAIR SALEM

WHEREAS, the City of Poughkeepsie recognizes and supports the importance of revitalizing the Main Street Corridor for the economic and social well-being of its residents, businesses, and visitors; and

WHEREAS, the New York State Division of Housing and Community Renewal (DHCR) is making available funds to assist New York communities in Main Street/Downtown revitalization efforts under its New York Main Street Grant Program- Downtown Anchor Project; and

WHEREAS, Kirchner Realty, Inc. and Nubian Directions II, Inc. have partnered to submit an application for \$500,000, which grant would be used toward the redevelopment of the former Up To Date Building located at 278 Main Street; and

WHEREAS, such funds are available for façade improvements, building renovations, and streetscape improvements subject to approvals and permits issued by the City of Poughkeepsie as may be required; and,

WHEREAS, the city believes both applications, if approved, would have a positive impact on the community and meet the grant program criteria; and,

WHEREAS, any local match would be provided by the applicants and there is no monetary obligation placed on the City of Poughkeepsie; and,

NOW, THEREFORE,

BE IT RESOLVED, the Common Council of the City of Poughkeepsie wholeheartedly support and endorses the application of Kirchner Realty Inc. & Nubian Direction II, Inc. to the New York State Division of Housing and Community Renewal for a grant under the New York Main Street Program- Downtown Anchor Project.

SECONDED BY COUNCILMEMBER L. JOHNSON

Nubian Directions II, Inc.

248 Main Street, Poughkeepsie, NY 12601

(845) 452-8574

December 22, 2020

Gentlemen:

On behalf of Nubian Directions and Kirchner Realty, Inc., we would like to submit this overview of our grant request to the City for its endorsement for consideration by NYS for the NYMS Downtown Anchor Project grant.

We have included a preliminary letter of intent to finance the project from Community Preservation Corporation and Kirchner Realty has the required owner's equity.

Thank you for your consideration. Feel free to contact either one of us if you have any questions.

Very Respectfully,



Michael de Cordova
Kirchner Realty, Inc.
2406 New Hackensack Road
Poughkeepsie, NY 12603
845-546-3626



Robert Wright
President
Nubian Directions II, Inc.
248 Main Street
Poughkeepsie, NY 12601
845-452-8574

"Transforming Lives, Rebuilding Communities"

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New York Main Street Program - 278 Main St. Project Description

Project Background

Originally built in 1872 as the site of the renowned Kirchner Hall, the four-story building located at 278 Main St. Poughkeepsie has evolved along with the City of Poughkeepsie over the past 125 years. While the property has hosted a variety of attractions, including the “Best Theatre”, “Queen City Bowling Alleys”, and “JJ Newberry & Co.”, the 30,000+ sq. foot building is best known as the longtime home of the area’s premier women’s clothing and fur store, “Up to Date”. At its peak in the mid-twentieth century, Downtown Poughkeepsie was bustling with activity, with long-time residents and visitors alike enjoying the City’s balanced mix of commerce, entertainment and community. Like many small cities across the country, the economic fabric of Poughkeepsie’s vibrant downtown began to unravel, as consumers found new ways to shop and families moved out of the city to more suburban areas. By the beginning of the 21st century, the once vibrant building sat vacant, a state it has remained in for nearly two decades. This proposal seeks to bring this community anchor back to life, catalyzing Poughkeepsie’s impending Downtown resurgence.

Project Overview

Local non-profit, Nubian Directions II Inc., and Kirchner Realty, Inc., are pleased to collaborate on this mixed-use community anchor project in the heart of Poughkeepsie with the submission of an application to the NYS Office of Community Renewal’s New York Main Street Program. Under this proposal, the building will be fully renovated. The ground floor will include +/- 11,000 sq. feet of commercial space to house substantial new businesses. The adjacent land will also be rejuvenated, allowing for outdoor dining - a critically important new commercial need since the emergence of COVID - as well as hosting public art exhibitions, farmer’s markets, craft fairs, neighborhood movie nights, and live music. The rehabilitation of the second through fourth floors of the building, along with a new fifth floor, will make way for a total of 24 brand new apartments, including: (1) studio; (9) 1 bedroom/1 bath; (6) 1 bedroom/2 baths, with mezzanine; (1) 2 bedroom/2 baths, with mezzanine; (4) 2 bedroom/1 bath; and (3) 2 bedroom/2 baths. The property owner will make available and maintain the affordability of six residential housing units to persons of 90% Area Median Income for five years. Finally, the building’s iconic facade will also be refreshed, including the removal of the 1970’s era brown pebble aggregate first floor façade and the installation of 30+ new 9’ windows on Main St. to replace the existing decrepit ones. Some +/- 60 new openings will be created on the east and west walls to accommodate new windows for the upper floor residential units. Two new fire-rated stair towers (one with an elevator) will be constructed to comply with current fire/safety codes. Prominently located near the intersection of Main and Market Streets, the final project will serve as a beacon of Poughkeepsie’s Downtown revival, attracting more investment and greater interest in the City’s revitalization. Simply put, this building will encourage more people to live, work and shop in the City center, the key ingredient for a stronger, more resilient local economy.

In addition to revitalizing this long-dormant building, the project will also serve as a learning and workforce training opportunity for a number of local youth participating in Nubian Directions II Inc.’s YouthBuild program. It is fitting that this once thriving community anchor will be

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resurrected through such an innovative collaboration, allowing youth to help rebuild Poughkeepsie's downtown area so that future generations can prosper.

Applicant Experience and Capacity

Founded in 1994, the mission of Nubian Directions II Inc. is to provide technology training, work readiness skills and educational support services to youth and adults to enhance the workforce and community development. Their offices are located at 248 Main St., within the immediate vicinity of the project site. With a proven track record of successfully managing government grants, a key requirement of this funding opportunity, and a longtime history as a stakeholder in the City's community revitalization efforts, Nubian Directions II Inc. is the ideal organization to serve as the sponsor applicant for this grant proposal.

Michael de Cordova, President of Kirchner Realty, Inc., is a longtime stakeholder in the Poughkeepsie community. In fact, the original Kirchner Hall was built by Mr. de Cordova's great grandfather's uncle, Charles Kirchner. Mr. de Cordova has extensive experience in the residential and commercial real estate business, including: residential mortgage banking; new home sales; commercial property management (managed 150,000 square feet of former IBM buildings); residential property management - apartment and mobile home ownership, renovation, sales, leasing and management. He also developed, owned and managed a successful bed and breakfast and worked as an associate lawyer in the real estate department of the NYC law firm, Willkie, Farr & Gallagher. Mr. de Cordova currently serves as trustee of an area charitable trust successfully managing +/- \$13,000,000 in assets and disbursing +/- \$600,000 annually to area not for profit organizations.

Financial Overview:

The applicants are requesting a total of \$500,000 from the New York Main Street Program, with 5% (\$25,000) allocated for Nubian Directions II Inc.'s administrative costs. The total project cost is estimated at \$9,000,000, including \$5,863,000 to be financed through Community Preservation Corp. (see attached confidential term sheet), as well as grants and owner equity. By supporting this application, the City of Poughkeepsie will enable this partnership to leverage millions of dollars in private investment - 18x greater than the requested grant amount - and in doing so, return the City's Historic Downtown to its prime.

Project Readiness and Timeline:

This grant funding is the final missing link needed to bring this long-awaited project to fruition. The project design is nearly complete, and the owner will be seeking site plan approval in the first quarter of 2021, with construction expected to begin by Summer 2021 and completed within 24 months.

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The Community Preservation Corporation
480 Bedford Road, Suite 4201
Chappaqua, New York 10514

CONFIDENTIAL

December 21, 2020

Michael de Cordova
2406 New Hackensack Rd.
Poughkeepsie, NY 12603

RE: 278-288 Main St. Poughkeepsie, NY 12601

Dear Mr. de Cordova;

Thank you for the opportunity to finance the above captioned property that you plan to redevelop into a mixed use development that will include 24 residential units and 11,000 sq.ft. commercial/retail spaces. A summary of the terms and conditions for the financing follows:

CONSTRUCTION AND PERMANENT LOAN FINANCING

LENDER:	The Community Preservation Corporation 28 East 28 th Street, 9 th Floor New York, NY 10016
BORROWER:	Kirchner Realty Inc.
PRINCIPALS:	Michael de Cordova
GUARANTORS:	Michael de Cordova will guaranty completion of construction and provide a repayment guarantee until State of New York Mortgage Agency ("SONYMA") insurance is declared effective. The Permanent Loan shall be non-recourse.
INDEMNITOR:	Environmental indemnity to be provided, subject to review of an environmental report for the project.
PROJECT/PURPOSE:	The project will include a gut renovation and new construction of a 40,000 sq. ft.+/- mixed use building that will include 24 residential units and 11,000 sq. ft. commercial/retail units. There will be one studio, 15 one-bedroom and 8 two-bedroom units. Seven of the units will have lofts and ten units will have two baths.
TYPE:	Construction Loan
AMOUNT:	\$5,863,000 +/-

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TERM: 24 months

AMORTIZATION: Interest only during term.

INTEREST RATE: Variable at 30 day LIBOR plus 450 basis points, with a LIBOR floor of .25%.

COLLATERAL: First mortgage on project site located on 278-288 Main St. Poughkeepsie, NY 12601; together with all other collateral assignments and General Conditions normally associated with this transaction type.

COMMITMENT FEE: 1.00% of the loan amount.

TYPE: Permanent Loan

AMOUNT: \$5,863,000 +/-

TERM: 15 years

AMORTIZATION: 30 years

INTEREST RATE: Estimated at 5.25%. Actual rate shall be determined at rate lock and signing of a commitment. Rate will be fixed for 15 years. Today's 24mo. forward rate is 5.25%.

RATE LOCK: Borrower may authorize CPC to lock a rate any time prior to the closing of the construction loan. There is a 1% rate lock fee due and payable within 30 days from the day the rate is locked. If the rate lock is cancelled within 60 days from the day of the rate is lock, the 1% fee is fully refunded.

FORWARD COMMITMENT: The interest rate will be based on a 24-month forward commitment. The fee for the forward commitment is equal to one percent (1%) of the permanent loan. This fee will be refunded upon the timely sale of the permanent loan to the appropriate pension fund. Upon failure for any reason to close the permanent loan and sell it to the appropriate pension fund before the Pension Fund Delivery Date, such sum shall be subject to forfeiture at the rate of 1/12 of such sum for each month (or fraction thereof) which elapses from the Pension Fund Delivery Date until the date of actual delivery to the pension fund. The forward commitment may be subject to additional terms and conditions.

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COLLATERAL: First mortgage on project site on 278-288 Main St. Poughkeepsie, NY 12601; together with all other collateral assignments and General Conditions normally associated with this transaction type (see General Conditions), including tax credit equity and developer fee.

COMMITMENT FEE: .5% of the loan amount.

SONYMA: The Permanent loan is conditioned on SONYMA insurance for 100% of the permanent loan amount. SONYMA application fee is 1/10 of 1% of the loan amount.

**CONVERSION to
PERMANENT LOAN(s):**

Conversion is conditioned on several requirements including, but not limited to:

- Certificate of substantial completion as determined by the project architect or engineer and confirmed by CPC's engineer.
- Final review and effectiveness by SONYMA.
- 90% Rental Achievement for 90 days using projected gross rents and ancillary income according to CPC's underwriting, provided these meet SONYMA's calculation of its "income and expense ratio," estimated at 1.05.
- CPC Minimum Debt Coverage Ratio of 1.25 and SONYMA minimum debt coverage of 1.15.

**ESCROWS AND
OTHER RESERVES:**

CPC will Escrow monthly for Real Estate Taxes and Insurance. Also a Replacement Reserve shall be funded at not less than \$250 per unit annually.

SUBORDINATE FINANCING:

NYS HCR Main St. Downtown Anchor Grant

AMOUNT: \$500,000+/-

Subject to approval and compliance with NYS HCR Main St. Downtown Anchor Grant Program funding that will be fully subordinate to CPC Loan. As proposed there will be six units set aside for families with income and rent restrictions at 90% of AMI.

CLOSING: To be Determined.

OTHER CONDITIONS: Satisfactory review and CPC approval of the following (as applicable):

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1. Subject to satisfactory review of borrower, principal and partners credit review and equity requirements.
2. Subject to MAI Appraisal with LTV not to exceed 80%;
3. Subject to satisfactory Environmental Assessment Report;
4. Subject to satisfactory Engineering Report, site inspection and final project budget;
5. Subject to satisfactory review of Borrowers, guarantors, and developer's organizational documents.
6. Subject to satisfactory review General Contractor and Architect Agreements;
7. Subject to satisfactory underwriting based on financial projections;
8. Subject to IDA inducement for mortgage and sales tax exemption as well as Tax Pilot.
9. Subject to final RE Tax analysis by assessor or Tax Pilot.
10. Subject to submission and final approval by CPC Loan Committee.

REPORT DEPOSIT:

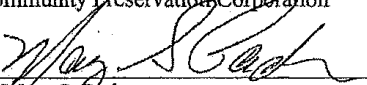
A report deposit will be required to pay the estimated costs and expenses involved in obtaining appraisal, environmental, and engineering reports when the Commitment Letter is issued. The estimated report deposit is \$ 11,500. (Appraisal est. \$4,500, Phase 1 & 2 est. \$3,500 and Engineer review of plan and costs est. \$3,500.)

Please signify your agreement to make a formal loan application (please complete the attached Loan Application) based on the terms of the above by signing and returning the enclosed copy of this letter, together with a \$100 Loan Application payable to The Community Preservation Corporation.

CPC's mortgage committee will determine final approval of any project. This letter is not to be construed as a commitment to finance but merely a letter of interest.

Very truly yours,

The Community Preservation Corporation

By: 
Name: Mary S. Oaden,
Sr. Vice President

Agreed and Accepted To By:
Borrower:

By: _____ Date: _____
Name:

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R21-10						
☒ 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 L. Johnson to receive and print.

RESOLUTION (R21-11)

INTRODUCED BY CHAIR SALEM AND COUNCILMEMBER BRANNEN

WHEREAS, the City of Poughkeepsie recognizes and supports the importance of revitalizing the Main Street Corridor for the economic and social well-being of its residents, businesses, and visitors; and

WHEREAS, the New York State Division of Housing and Community Renewal (DHCR) is making available funds to assist New York communities in Main Street/Downtown revitalization efforts under its New York Main Street Grant Program- Downtown Anchor Project; and

WHEREAS, Family Services, Inc. intends to submit an application for financial assistance to continue improvements to the Family Partnership Center located at 29 North Hamilton Street, including sidewalk and pavement replacement and utility relocation in an effort to add to the accessibility and safety of the building and support the sustainability of the organization and programming it hosts; and

WHEREAS, such funds are available for façade improvements, building renovations, and streetscape improvements subject to approvals and permits issued by the City of Poughkeepsie as may be required; and,

WHEREAS, the city believes both applications, if approved, would have a positive impact on the community and meet the grant program criteria; and,

WHEREAS, any local match would be provided by the applicants and there is no monetary obligation placed on the City of Poughkeepsie; and,

NOW, THEREFORE,

BE IT RESOLVED, the Common Council of the City of Poughkeepsie wholeheartedly support and endorses the application of Family Services Inc. to the New York State Division of Housing and Community Renewal for a grant under the New York Main Street Program- Downtown Anchor Project.

SECONDED BY COUNCILMEMBER L. JOHNSON

New York Main Street 2020
Project Description

Over the last several years, Family Services has embarked on a series of critical capital improvements at its main campus in order to provide long-term sustainability to the Family Partnership Center (FPC) and the 20 health/human services organizations it houses in Poughkeepsie (Dutchess County). In 2018, Family Services (owner and manager of the FPC) was awarded a Technical Assistance Grant from NY Main Street for the creation of a master plan that would delineate the FPC's capital needs and provide a work plan for moving forward. The plan was completed in July 2019 and was used to successfully solicit an additional award of \$490,000 from NY Main Street towards transforming the building's "main street" façade. This project, currently in the planning and approvals stage, will address the entryway's deteriorating structural components, provide more program space and greatly improve access for those with limited mobility and the many stroller-laden parents and infants navigating entry through the addition of an outdoor elevator and indoor "lift" to make the front entrance truly accessible to all.

Family Services is now seeking \$289,926 of a \$386,568 project to improve sidewalks and pavement around the building and relocate utilities to a more secure area. The existing sidewalks and pavement are deteriorated beyond repair, posing significant risk to pedestrians approaching the Family Partnership Center. The relocation of the utilities remaining in the basement of the Family Partnership Center will prevent their destruction in the event of another storm event such as happened in 2011 when flooding of the basement led to its being classified as within a vulnerable floodplain. This "Phase II" of Family Services' capital improvements will again add to the accessibility and safety of the building as well as build long term sustainability to the organization's overall ability to house and operate human services that support the most vulnerable populations in Dutchess County.

While the return on investment for disadvantaged youth has proven to be high, the FPC also provides educational opportunities for adults, parenting skills, health workshops, healthcare and much more, supporting the stability of low-income adults. Additionally, the FPC accounts for \$7.8M in spending in NY and generates an additional \$15.5M indirectly. This project will lead to community revitalization in an area that needs it most. By revitalizing the community, reducing crime, and creating sustainability for this "critical and strategic community resource" as per a City of Poughkeepsie Common Council resolution, economic investment will flow into the region.

Budget

Construction and contingency: \$312,000

Soft costs (18%): \$56,160

Administration (5%): \$18,408

Total project cost: \$386,568

Request to NY Main Street (75% of total): \$289,926

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R21-11			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	☒	☐	☐

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

RESOLUTION (R21-12)

INTRODUCED BY CHAIR SALEM

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis; and

WHEREAS, through Dutchess County's Police Reform and Modernization Collaborative the County is working with local municipalities toward enacting broad based police reform; and

WHEREAS, part of that reform includes providing police officers with training on Procedural Justice and Implicit Bias;

WHEREAS, a countywide training initiative is being implemented to provide all Dutchess County police agencies with the opportunity to provide their officers with this training; and

WHEREAS, Lieutenant McCarthy and Lieutenant Zeltman, of the City of Poughkeepsie Police Department, are master level instructors in both Procedural Justice and Implicit Bias training who have developed curriculum which is currently being implemented by the New York State Division of Criminal Justice Services into their Principled Policing Implicit Bias training program; and

WHEREAS, Dutchess County is desirous of contracting with the City of Poughkeepsie whereby these members of the City of Poughkeepsie Police Department will provide instruction on Procedural Justice and Implicit Bias to other local police agencies, and as consideration for such services Dutchess County shall pay the City of Poughkeepsie up to \$50,000 based on incurred overtime; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby approves the proposed 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

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.

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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.

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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.

R21-12						
			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	☒	☐	☐

IX. ORDINANCES AND LOCAL LAWS:

X. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

XI. OLD BUSINESS:

X. ADJOURNMENT:

A motion was made by Councilmember Brannen and seconded by Councilmember Flowers to adjourn the meeting at 9:58 p.m.

Dated: January 11, 2021

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, January 4, 2021

Respectfully submitted,

Deanne L. Flynn
City Chamberlain

