



COMMON COUNCIL MEETING

Tuesday, January 7, 2024
Common Council Chambers
6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

**Common Council Public Hearing Minutes of December 17, 2024 - “Hawkers,
Peddlers and Transient Vendors”
Common Council Meeting Minutes of December 17, 2024**

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

- 1. THOMAS A MYERS AND BARRY F PAUST**, a notice of claim for property damage sustained on December 11, 2024
- 2. REFINERY 51**, a 30-day advance notice of New York State liquor license application
- 3. J&P CATERING SERVICES LLC**, a 30-day advance notice of New York State liquor license application
- 4. ZZZ SMOKE SHOP INC.**, a notice of adult-use retail dispensary license application

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

VI. CHAIRMAN’S COMMENTS AND PRESENTATIONS:

VII. MAYOR’S COMMENTS:

VIII. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS

IX. REPORTS OF COMMITTEES AND BOARDS:

CONSENT AGENDA:

X. MOTIONS AND RESOLUTIONS:

1. **R-25-10**, Resolution to Establish the Downtown Poughkeepsie Business Improvement District

XI. ORDINANCES AND LOCAL LAWS:

1. **LL-25-01**, Local Law to Amend Chapter 10 “Hawkers, Peddlers and Transient Vendors,” to Revise Section 10-4 “Veterans,” the Sections Governing Restrictions on Prior Criminal Convictions and to Amend Section 10-20 “Penalties”

ACTION AGENDA:

XII. MOTIONS AND RESOLUTIONS:

XIII. ORDINANCES AND LOCAL LAWS:

XIV. ADJOURNMENT:



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, December 17, 2024

6:00 PM

Common Council Chambers

I WELCOME:

Welcome to the scheduled Public Hearing of the City of Poughkeepsie Common Council. The date is Tuesday, December 17, 2024 and the time is 6:01pm. This Public Hearing is for the purpose of receiving comments on a Local Law to Amend Chapter 10 "Hawkers, Peddlers and Transient Vendors," to revise Section 10-4 "Veterans," the Sections Governing Restrictions on Prior Criminal Convictions and to Amend Section 10-20, "Penalties".

II ROLL CALL:

7 Present, 2 Absent (Councilmember - 2nd Ward Evan Menist, Councilmember-6th Ward Christopher Grant [both arrived after roll call was taken])

III PUBLIC PARTICIPATION:

Five (5) minutes per person on the subject of the public hearing.

Daniel Atonna

At 6:07pm, a motion to suspend the public hearing was made by Council Member- 3rd Ward Brown and seconded by Council Member- 1st Ward Henry.

At 6:27pm, a motion to Resume the Public Hearing was made by Council Member - 3rd Ward Brown and seconded by Council Member - 6th Ward Grant.

**RESOLUTION
(R-24-85)**

**A LOCAL LAW TO AMEND CHAPTER 10 “HAWKERS, PEDDLERS AND
TRANSIENT VENDORS,” TO REVISE SECTION 10-4 “VETERANS,” THE SECTIONS
GOVERNING RESTRICTIONS ON PRIOR CRIMINAL CONVICTIONS AND TO
AMEND SECTION 10-20 “PENALTIES”**

**INTRODUCED BY COUNCILMEMBER WILSON, SHOOK, PATTERSON
THOMPSON, BROWN, JAMES, GRANT :**

BE IT RESOLVED that an introductory Local Law entitled, “A LOCAL LAW TO
AMEND CHAPTER 10 “HAWKERS, PEDDLERS AND TRANSIENT VENDORS,” TO
REVISE SECTION 10-4 “VETERANS,” THE SECTIONS GOVERNING RESTRICTIONS
ON PRIOR CRIMINAL CONVICTIONS AND TO AMEND SECTION 10-20 ‘PENALTIES’”
be and hereby is introduced before the Common Council of the City of Poughkeepsie in the
County of Dutchess and State of New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed local law are laid
upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said
proposed local law to receive comment from the public on Tuesday, _____ at _____
pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza,
Poughkeepsie, New York;

BE IT FURTHER RESOLVED that the Clerk publish or cause to be published a public
notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5)
days prior thereto.

SECONDED BY COUNCILMEMBER _____ .

(LL 24-XX)

**A LOCAL LAW TO AMEND CHAPTER 10 “HAWKERS, PEDDLERS AND
TRANSIENT VENDORS,” TO REVISE SECTION 10-4 “VETERANS,” THE SECTIONS
GOVERNING RESTRICTIONS ON PRIOR CRIMINAL CONVICTIONS AND TO
AMEND SECTION 10-20 “PENALTIES”**

SPONSOR:

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

~~STRIKETHROUGH INDICATES DELETION~~
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1: Section 10-4 is amended as follows:

10-4 Veterans

- a.** Any honorably discharged veteran of the armed services of the United States who has obtained a veteran's license from the Dutchess County Clerk, under § 32 of the General Business Law, to hawk, peddle, vend or solicit trade on the streets and highways within the County of Dutchess shall be exempt from the provisions of Section 10-7 of this article. Upon approval of the veteran's application, the City Chamberlain will issue the license to said veteran to ply his or her trade in the City of Poughkeepsie, subject to all provisions of this article.
- b.** **Any honorably discharged veteran of the armed services of the United States who seeks a license from the City only shall be entitled to a 50% discount on the fee set forth in Section 10-7(a)(1).**

SECTION 2: Section 10-5(a)(6) is amended as follows:

(6) Whether or not the applicant has ever been convicted of a felony **(disclosure shall only be required if the felony has not been sealed pursuant to Criminal Procedure Law §160.57 or by other statute or court order)**, misdemeanor or violation of any municipal ordinance, except traffic violations, and, if so, the date, court, ordinance ~~ordinance~~ **statute** violated and sentence of the court.

SECTION 3: Section 10-6(c) is amended as follows:

(c) If such investigation shall prove the applicant to have been convicted of any felony **which has not been sealed pursuant Criminal Procedure Law §160.57 or by other statute or court order**, or any misdemeanor, except a misdemeanor defined in Articles 156, 158 or 275 of the Penal Law, the Environmental Conservation Law, or the Vehicle and Traffic Law, the conviction would disqualify the applicant from obtaining a license unless such a disability has

been removed as provided in the Correction Law. the applicant may still qualify for a peddling license after the Police Department has considered the factors listed below. Such determination shall be on a form prepared by the Police Department and forwarded to the Chamberlain:

- i. The public policy of the State of New York, to encourage employment and business activities of persons previously convicted of one or more criminal offenses; and
- ii. The time which has elapsed since the occurrence of the criminal offense or offenses; and
- iii. The age of the person at the time of occurrence of the criminal offense or offenses; and
- iv. The seriousness of the offense or offenses; and
- v. Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct; and
- vi. The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

SECTION 4: Section 10-6(e) is deleted and subsection (f) is amended as follows:

~~(e) The City Chamberlain may refuse to issue the license if, in the judgment of the City Chamberlain, either the convictions render the applicant unfit or undesirable to carry on the trade or occupation involved, or the applicant shall be an undesirable person or incapable of properly conducting the trade or occupation involved.~~

(f) Any applicant who has been denied a license ~~under Subsection (e)~~ shall be notified by mail of such rejection. Such notification shall be mailed within five business days of such rejection. The applicant shall then have 10 business days from the date of such mailing to appeal such rejection by the City Chamberlain to the Common Council. The Common Council, upon hearing the appeal by the applicant, shall approve or deny the issuance of the license.

SECTION 5. Section 10-20 of the City Code shall be amended as follows:

Section 10-20 PENALTIES.

- (a) In addition to the remedy provided in subsection 10-19, any person violating any provision of this article shall be guilty of a violation and shall be punishable by a fine of not more than \$250 or by imprisonment not exceeding 15 days, or by both such fine and imprisonment. The continuance of an offense for each twenty-four-hour period shall be deemed a distinct and separate violation. Enforcement shall be by appearance ticket returnable in Poughkeepsie City Court. Said ticket may be issued by the Building Inspector, Code Enforcement Officer, Fire Inspector, Sanitation Inspector, or any officer of the City of Poughkeepsie Police Department in his or her own discretion or based upon a signed complaint.**

SECTION 6. This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

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

BE IT FURTHER RESOLVED, that the Common Council shall hold a public hearing on said proposed Local Law and that the City Clerk shall publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER _____ :

IV ADJOURNMENT:

At 6:28pm a motion to Close Public Hearing was made by Council Member- 3rd Ward Brown and seconded by Council Member- 1st Ward Henry.

MOTION TO CLOSE & ADJOURN THE PUBLIC HEARING	
Yes/Aye:	Council Member- 1st Ward Henry, Council Member- 3rd Ward Brown, Council Member- 5th Ward James, Council Member- 8th Ward Deichler, Council Member- 7th Ward Patterson Thompson, Council Member- 4th Ward Shook, Council Member At-Large Wilson
No/Nay:	None
Abstain:	None
Absent:	Councilmember - 2nd Ward Menist, Council Member- 6th Ward Grant (arrived after roll call was taken)
Result:	Passed

Dated: December 18, 2024

I hereby certify that this is a true and correct copy of the Minutes of the Common Council Public Hearing held on Tuesday, December 17, 2024.

**Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain**



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, December 17, 2024

6:30 PM

Common Council Chambers

**Welcome to the regularly scheduled Meeting of the City of Poughkeepsie
Common Council the date is December 17, 2024, and the time is 6:31pm**

I. ROLL CALL:

9 Present, 0 Absent ()

II. REVIEW OF MINUTES:

A motion to Approve Minutes was made by Council Member- 3rd Ward Brown and seconded by Council Member- 7th Ward Patterson Thompson.

MOTION TO APPROVE THE MINUTES LISTED ON THE AGENDA - VOICE VOTE	
Yes/Aye:	Council Member- 1st Ward Henry, Councilmember - 2nd Ward Menist, Council Member- 3rd Ward Brown, Council Member- 5th Ward James, Council Member- 6th Ward Grant, Council Member- 8th Ward Deichler, Council Member- 7th Ward Patterson Thompson, Council Member- 4th Ward Shook, Council Member At-Large Wilson
No/Nay:	None
Abstain:	None
Absent:	
Result:	Passed

Official Minutes of the Common Council Meeting of December 17, 2024

1. Common Council Public Hearing Minutes of December 3, 2024 - "Outdoor Cooking, Food and Beverage Preparation Facilities"
2. Common Council Public Hearing Minutes of December 3, 2024 - Tax Search Fee Enumerated
3. Common Council Public Hearing Minutes of December 3, 2024- Restore NY Grant Application
4. Common Council Meeting of December 3, 2024

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

V. PUBLIC PARTICIPATION:

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

Elvena Tomlinson- Fox Terrace
Suprina Troche- Delafield St
Steven Bernabe- Clover St
John Apa- College Ave
Larry Treper- S Bridge St
Daniel Atonna- College Ave
Laurie Sandow- S Grand Ave*

***Submitted written comments**

Laurie Sandow public comments, Common Council Meeting, December 17, 2024

At this last Council meeting of 2024, dominated as usual by consent agenda items, there is a lot to say—more than can be said in three minutes. I wonder whether members of this Council—who studiously avoid speaking on-the-record about agenda items—recognize the irony of limiting the public to three minutes total speaking time, preventing the public as well from speaking to the very items that Councilmembers circumvent.

I'll begin my comments tonight by addressing Megan Deichler's resignation, rescission, re-resignation and absence from the last Council meeting. I'd like a direct, honest, on-the-record reply from Ms. Deichler as to whether she actually still lives in the 8th Ward, and not just owns an unsold home. With the purchase date of her new house having taken place in early October 2024, that's a question that demands an answer.

A full year has gone by without a single Ward meeting held by Ms. Deichler. A full year has gone by where she's met privately with Daniel Atonna and her other friends in lobbying groups, but hasn't met with, or communicated to her constituents at large. Right after re-submitting her resignation, Ms. Deichler skipped the Council's December 3rd meeting. Did she know and plan her absence in advance? Did she collect a paycheck for the meeting she skipped? Has she timed her resignation for any other purpose than to collect an insurance buyout bonus for maintaining her seat until year's end?

The City Charter requires a Common Council vacancy to be filled within 30 days of its occurrence. It very clearly does not require the Council to wait 30 days before beginning the process of filling a seat which they know is being vacated. Nor does the Charter allow for the Mayor to influence vacancy selections. Had the process already begun, this Council could fill the seat on January 1, rather than deprive the 8th Ward of representation. And if Ms. Deichler has not actually been living at her 8th Ward address, then this process should already be underway. Megan Deichler and Daniel Atonna seem to think they can shill to fill the 8th ward seat vacancy in advance of a public process, with intent to undermine and undercut any other applicant. That's just one reason among several as to why Atonna would be the exactly wrong successor to fill the 8th Ward seat.

From the City of Poughkeepsie Charter:

Section 2.08 Vacancy in Membership; Method of Filling; Term

(a) A vacancy in the membership of the common council shall occur upon a member-elect's...termination of his or her status as a qualified elector of the ward from which elected, or upon his or her death.

(b) A vacancy in the membership of the common council shall be filled within thirty days after its occurrence by appointment of the common council upon the affirmative vote of a majority of its entire membership. The person selected to fill such vacancy shall assume his or her seat on the common council at its first meeting next following the taking and filing of his or her oath of office pursuant to law. He or she shall serve until the first day of January next following the first general election at which general election such vacancy shall be filled for its unexpired term.

I submitted a FOIL (Freedom of Information Law) request for documents related to Deichler's resignation, including documents from the Corporation Counsel, asking for a written legal opinion concerning the timeline to post a public notice, seek applicants and fill the vacancy. Valk replied: "Please be advised that there are no documents responsive to your request. This FOIL will be closed." However it's clear from one of the documents that I did receive that there HAS been correspondence about filling the vacancy. And I believe it was Assistant Corporation Counsel Longcore who also referenced a legal opinion at the Council's November 4th meeting.

At the December 3rd Common Council meeting, the public heard nonsense from Mayor Flowers in response to my question about the Governess' violation of their license agreement. Sliding past a direct and honest answer, Flowers made it sound as if their sale of small items at a single holiday event fulfilled their written obligation to provide a concession stand selling affordable items to the public. I ask again, why aren't the Councilmembers who sponsored and voted to approve this license up in arms about this violation?

Excerpts from the License Agreement follow:

"LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from the LICENSOR a license to manage and operate for the period herein stated and subject to all the terms and conditions herein contained, the following described license for the privilege of operating the Restaurant and Concession Stand at Waryas Park, Poughkeepsie, New York, ... Concession Stand shall be operated on the South side outdoor dining terrace, with direct access to ordering. ... 1. Said Restaurant and Concession Stand shall include and be limited to the privilege of furnishing food services and the sale of various food and beverage items provided, however, that such sale does not violate any other state or local statute, rule or regulation, and all food sold shall be of good quality. LICENSOR shall offer for sale, through the concession stand, the sale of small, carryout items for visitors to Waryas Park such as, but not limited to, soda/water, ice cream,

shakes, chips, fries, salads, sandwiches, hot dogs and hamburgers. ... 3. LICENSEE agrees to operate the Restaurant and Concession Stand a minimum of six months a year (May-October) for the accommodation of the public using Waryas Park daily from 11 a.m. to 6 p.m. at minimum...."

We go into the coming new year with organizations and meetings in this City that are required by law to abide by the law, including meetings being publicly announced and open to the public, and yet they are not. There are meetings such as the Finance Committee where membership and attendees have been carefully curated by the Administration and City staff in order to avoid Open Meetings Law. There's a monthly so-called Stakeholders Meeting where, it is claimed, that 40–50 people show up—40 to 50 people have never been publicly identified. Who selected these people; what qualifies them as stakeholders or invitees; whose interests do they represent; why have none of those meetings ever been open to the public at large; why has there never been a public, on-the-record report to this Council; and where are the meeting attendance lists and minutes publicly posted? Without this information, it's impossible to determine whether these meetings are violating Open Meetings Law.

As this Council goes into the new year, I hope it will give serious thought to their obligation to the residents of this City, their sworn oaths of office, and the very nature of public service. I bid you all a healthy, happy year to come, driven by an absolute commitment to public accountability and transparency.

VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

I'm going to keep my comments short this time because we do have a tremendous presentation coming up to some real live, you know, people watch Marvel Comics and DC Comics and talk about heroes, but we have a presentation for some real life superheroes that are right here in the City of Poughkeepsie. I would like to just thank everybody for coming out, the mayor's staff. As we said, as we close out the year, celebrate all the accomplishments that we have done. I want to send a shout out to our departing Councilmember Deichler, 8th Ward. Much respect to you and your endeavors, which you and your family and all the dedication that you have committed to this council. The holiday season is upon us and I want to make sure to send a special shout out to everyone that celebrates. And if you don't celebrate, at least spend some time with your family and friends and some time to relax and rejuvenate as we go into the new year. And, like I said, I'm going to yield my time because there's some heroes, some real Avengers, some Poughkeepsie Avengers here, and we need to get them. So, I turn it over to the mayor.

VII. MAYOR'S COMMENTS:

Thank you, Chair. So, we all know the amazing work that our police department and our fire department and our dispatchers do. I mean, every day there's calls that come in where they have to make a decision and try to get help as fast as they can to ensure to save lives. And I had the opportunity to sit with our dispatchers on each shift to see the work that they actually do. It is not easy. Sometimes the calls come through and you're trying to work it out with the person to try to get as much information as you can to be able to dispatch the help that is needed. Well, I ended up getting some information that came to me in regards to an incident that happened just before Thanksgiving, and I believe it was the evening before Thanksgiving. There was a two-year-old that stopped breathing. And that's a call that no one wants to get to come in. And that call came into dispatch. And of course, you can imagine if you have a two-year-old not breathing and, as a mother or as a parent or anyone else that's in a room with that child, they get frantic and things get a little chaotic. You're not sure what to do. You're making that 911 call, but then there's screaming. There's running around trying to figure out what to do with the baby. And, of course, there is another person on the other end who gets that 911 call and now has to try to figure out what's going on. And I've heard calls in the background where there's yelling and screaming and trying to figure out what is happening right now. Well, there was a particular dispatcher that was very calm trying to get that information. He was able to get enough information to try to calm down - I believe it was the parent or grandparent - that was going through this. And at the same time, the call was called in to the fire department and the police department to get help directly to there. Because of the fast action and the calmness of our dispatcher and, of course, the quick reaction of our police and fire departments, that two-year-old was saved. And that two-year-old would not have been there for Thanksgiving, would not be there for Christmas if it wasn't for the fast action of our first responders. And so, we wanted to..this is a time of being joyful, being thankful, being around family and just being there for each other. And we just felt that this would be the best time to honor a few individuals in that

Official Minutes of the Common Council Meeting of December 17, 2024

particular situation. Like I said, they do this all the time, but this really touched a lot of people at that point. And when it came to me, it was, I'm just thinking about my own children and grandchildren and knowing what it was like when I sat in that dispatch room and listened to the calls that came in and knowing what they have to do to ensure that the right people get to the right place to tend to individuals that are in crisis, in need. In this particular case, the connection between our dispatcher and members of our fire department getting there very quickly. And, of course, our police department came to assist wherever they could. But it was four individuals that were involved that really saved the life of that baby. So, as councilmembers, we can present them with something as recognizing their efforts in showing them how much we truly appreciate it, the work that they did and the work that they continue to do. So, I do want to call these individuals up and I don't know if the other councilmembers want to come up here now because this is, it's a Mayor's certificate, but it's really all of us really recognizing the work that you do. So, I want to thank you.

[Presentation of certificates were made to Public Safety Dispatcher Dan Schultz, Firefighters Pat Finn, Jake Lawlor and Lt. Ken Garon]

VIII. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

IX. REPORTS OF COMMITTEES AND BOARDS:

X. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

A motion to Approve Consent Agenda was made by Council Member- 3rd Ward Brown and seconded by Council Member- 1st Ward Henry.

APPROVE CONSENT AGENDA - VOICE VOTE	
Yes/Aye:	Council Member- 1st Ward Henry, Councilmember - 2nd Ward Menist, Council Member- 3rd Ward Brown, Council Member- 5th Ward James, Council Member- 6th Ward Grant, Council Member- 8th Ward Deichler, Council Member- 7th Ward Patterson Thompson, Council Member- 4th Ward Shook, Council Member At-Large Wilson
No/Nay:	None
Abstain:	None
Absent:	
Result:	Passed

1. **R-24-93**, Resolution to Approve Settlement of Tax Review Proceedings brought by Two Catherine Street, LLC

RESOLUTION

(R-24-93)

INTRODUCED BY COUNCILMEMBER WILSON, SHOOK, PATTERSON THOMPSON, HENRY, BROWN, JAMES AND GRANT

WHEREAS, there are now pending in Dutchess County Supreme Court tax review proceedings commenced for the years 2022, 2023 and 2024 seeking a reduction in the tax assessment of property located at 341 Main Street (Tax Map #131300-6162-77-124073) and owned by Two Catherine Street, LLC, for those tax rolls; and

WHEREAS, the City has negotiated a settlement of these tax review proceeding subject to approval by the Common Council; and

NOW, THEREFORE,

BE IT RESOLVED, as follows:

1. The Common Council of the City of Poughkeepsie hereby approves the settlement on behalf of the City of Poughkeepsie of the tax review proceedings brought by Two Catherine Street, LLC, in accordance with the Consent Order and Judgment attached hereto; and
2. The Mayor, the City Administrator, the Commissioner of Finance, the City Assessor and the Corporation Counsel are hereby authorized to take all action necessary and appropriate to effectuate the terms of this Resolution and Consent Order and Judgment, including, but not limited to, the execution of a Consent Order embodying the above settlement, the obtaining of an Order from the Dutchess County Supreme Court embodying the above settlement and a refund or crediting of tax payments, without interest, if paid within sixty (60) days after service of the Order with Notice of Entry, all in accordance with the above authorized settlement.

At an IAS Term of the Supreme Court of the State of New York, held for the County of Dutchess, at 10 Market Street, Poughkeepsie, New York on the _____ day of _____, 2024.

PRESENT: Hon. James V. Brands, J.H.O.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

In the Matter of the Application of TWO CATHERINE STREET,
LLC,

-against-

CITY OF POUGHKEEPSIE, a Municipal
Corporation its ASSESSOR and its
BOARD OF ASSESSMENT REVIEW,

Respondents.

To Review Real Property Assessments Pursuant to
Article 7 of the Real Property Tax Law

CONSENT ORDER AND JUDGMENT

Index No: 2022-52479
 2023-52556
 2024-53328

Petitioner having heretofore served and filed the Notice of Petition and Petition to review assessments made by the City of Poughkeepsie ("City") for the assessment years 2022, 2023 and 2024 upon certain property in the City and designated on the assessment rolls of the City as Tax Grid No.:

131300-6162-77-124073-0000 ("124073"), located at 341 Main Street

The issues of these proceedings having duly come before an IAS Term of this Court, and the Petitioner having appeared by Kyle W. Barnett, Esq., of Van DeWater & Van DeWater, LLP and Respondents having appeared by Rebecca A. Valk, Esq, Corporation Counsel, for the City and Nolan T. Kokkoris, Esq. & Kathleen M. Bennett, Esq. of Bond, Schoeneck & King, PLLC, Attorneys for Intervenor-Respondent Poughkeepsie City School District ("School District") the parties having agreed to a settlement of these proceedings, it is

ORDERED, ADJUDGED and DETERMINED that the assessments on the property designated as Grid Numbers 124073 on the tax map and assessment rolls of the City for the assessment years 2022, 2023, and 2024 are hereby reduced, corrected and fixed for the assessment rolls as follows:

Assessment Roll	Original Assessment	Reduced Assessment	Amount of Reduction in Assessment
2022	\$ 1,103,200	\$ 575,000	\$ 528,200
2023	\$ 1,103,200	\$ 625,000	\$ 478,200
2024	\$ 1,147,300	\$ 625,000	\$ 522,300

and, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the City shall make or cause to be made upon the proper books and records of said City the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations; and it is further

ORDERED, ADJUDGED and DETERMINED that that there shall be audited allowed and paid to the petitioner by the City or the Dutchess County Finance Department the amounts, if any, paid as City and City Special District, excluding Fire District, taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the County of Dutchess within sixty (60) days of service upon the County of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED, that there shall be audited allowed and paid to the petitioner by the County of Dutchess ("County") the amounts, if any, paid as County and County Special District taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the County of Dutchess within sixty (60) days of service upon the County of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the School District the amounts, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the School District within sixty (60) days of service upon the School District of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED that the refunds hereinabove directed to be paid shall be paid by check payable to the order of Van DeWater & Van DeWater, LLP, as attorneys for Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorneys' lien, pursuant to Judiciary Law §475, and it is further

ORDERED, ADJUDGED and DETERMINED that to the extent any taxes or assessments are unpaid and have already been billed for the City, School, County and special districts in accordance with the

original assessed valuations, the officer or officers having custody of the assessment rolls and/or the tax rolls shall forward to the petitioner a new bill or bills, taxing said petitioner on the basis of the final total assessed valuation as stipulated herein, and it is further

ORDERED, ADJUDGED and DETERMINED that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, and that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

ENTER

HON. JAMES V. BRANDS, J.H.O

Signing and Entry of the within Order is hereby consented to:

VAN DEWATER & VANDEWATER, LLP
Attorney for Petitioner

CITY OF POUGHKEEPSIE
Attorneys for Respondent

BY: _____
KYLE W. BARNETT, ESQ.
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, New York 12602
kbarnett@vandewaterlaw.com
(845) 452-5900

BY: _____
REBECCA A. VALK, ESQ.
CORPORATION COUNSEL
62 Civic Center Plaza
Poughkeepsie, New York 12601
(845) 451-4065

BOND, SCHOENECK & KING, PLLC
Attorneys for Intervenor-Respondent
Poughkeepsie City School District

BY: _____
NOLAN T. KOKKORIS, ESQ.
One Lincoln Center
Syracuse, New York 13202-1355
(315) 218-8631

2. R-24-94, Resolution to Obligate Remaining State and Local Fiscal Recovery Funds (SLFRF), American Rescue Plan Act (ARPA)

RESOLUTION TO OBLIGATE REMAINING STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF), AMERICAN RESCUE PLAN ACT (ARPA)

(R-24-94)

SPONSOR: COUNCILMEMBER WILSON, SHOOK, PATTERSON THOMPSON, HENRY, BROWN, JAMES AND GRANT

WHEREAS, the City of Poughkeepsie (“City) received \$20.8M in State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury (“Treasury”) and the City, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, the City is authorized to provide funds to units of the City and others, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, the City has demonstrated it is prepared to provide goods or services to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community; and

WHEREAS, the City has \$166,166 in remaining SLFRF funds that must be obligated by December 31, 2024, for use in 2025; and

WHEREAS, these funds are available to meet the objectives and intent of ARPA to provide emergency relief from natural disasters, build critical infrastructure, and support community development;

THEREFORE: In consideration of the availability of funds, the City and the Common Council appropriate funds for the purposes shown in Schedule A, 2024 budget amendment.

Schedule A

Projects For Appropriation of Remaining ARPA Funds	ARPA Project Cost
Cisco Duo MFA	\$10,080
Chamberlain - Completion of Records Digitization	\$75,000
BID- \$40K additional to \$100K Budgeted	\$40,000

Official Minutes of the Common Council Meeting of December 17, 2024

Bartlett Park Underlayment	\$10,000
Any differences from estimates go to buy down multi-purpose vehicles and vac truck purchase in Jan 2025	\$26,086
POTENTIAL USES OF REMAINDER	\$161,166
UNAPPROPRIATED ARPA FUNDS	\$0

3. R-24-95, Resolution in Support of Continued and Increased State Aid for Local Governments

**Resolution in Support of Continued and Increased
State Aid for Local Governments**

(R-24-95)

**SPONSOR: COUNCILMEMBER WILSON, SHOOK, PATTERSON
THOMPSON, HENRY, BROWN, JAMES AND GRANT**

Whereas, until 2024, cities, villages and towns had not received an increase in unrestricted state aid (AIM funding) in 15 years, significantly impacting their ability to provide essential services to their residents; and

Whereas, after a prolonged period without financial support, local governments finally received an increase of \$50 million in unrestricted state aid; and

Whereas, local officials express their gratitude for the \$50 million increase in unrestricted state aid, recognizing it as a positive step towards addressing long-standing funding challenges; and

Whereas, the State has referred to this new aid as Temporary Municipal Assistance, suggesting that such increase may not continue, jeopardizing the sustainability of crucial municipal programs and services; and

Whereas, the property tax cap further limits the ability of local governments to properly fund the programs and services their residents need; and

Official Minutes of the Common Council Meeting of December 17, 2024

Whereas, increased and ongoing state aid for local governments is vital for maintaining infrastructure, public safety, housing and other municipal services; and

Whereas, the challenges of inflation, the increasing costs of labor and supplies, and the end of extraordinary federal aid only accentuate the need for consistent and predictable funding to effectively plan for the future and meet the growing needs of their residents;

Now, therefore, be it resolved, that the Common Council of the City of Poughkeepsie calls upon the Governor and the State Legislature to commit to continuing the additional \$50 million in unrestricted state aid in the 2025-26 State Budget and beyond, and

Be it further resolved, that the Common Council of the City of Poughkeepsie urges state officials to recognize the need for a long-term plan that ensures consistent and predictable increases in financial support for local governments that keep pace with inflation.

A copy of this resolution shall be sent to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator Robert G. Rolison, Assemblymember Jonathon Jacobson and the New York State Conference of Mayors (NYCOM).

XI. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

A motion to Approve was made by Councilmember - 2nd Ward Menist and seconded by Council Member- 1st Ward Henry.

LL-24-16 - VOICE VOTE	
Yes/Aye:	Council Member- 1st Ward Henry, Councilmember - 2nd Ward Menist, Council Member- 3rd Ward Brown, Council Member- 5th Ward James, Council Member- 6th Ward Grant, Council Member- 8th Ward Deichler, Council Member- 7th Ward Patterson Thompson, Council Member- 4th Ward Shook, Council Member At-Large Wilson
No/Nay:	None
Abstain:	None
Absent:	
Result:	Passed

1. **LL-24-16**, A Local Law to Add a New Section 14.16 “Tax Search Fee Enumerated”

(LL 24-16)

**A LOCAL LAW TO ADD A NEW SECTION 14.16
“TAX SEARCH FEE ENUMERATED”**

SPONSOR: COUNCILMEMBERS GRANT, SHOOK, THOMPSON & HENRY

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

~~STRIKETHROUGH INDICATES DELETION~~
BOLD and UNDERLINE INDICATES ADDED
LANGUAGE

Section 1: A new section 14.16 is added to the City Code to read as follows:

Section 14.16 Tax search fee enumerated.

A person may make a request of the Department of Finance to conduct a tax search to be made of any parcel of land in the City of Poughkeepsie and for a letter certifying the results of said search. The fee for conducting a tax search shall be a fee for each year searched for any tax lot in the City of Poughkeepsie. The fee shall be set forth on a fee schedule adopted by the Common Council and as amended from time to time by the Common Council.

SECTION 2. This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

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

BE IT FURTHER RESOLVED, that the Common Council shall hold a public hearing on said proposed Local Law and that the City Clerk shall publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

XII. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

A motion to Approve was made by Council Member- 7th Ward Patterson Thompson and seconded by Council Member- 1st Ward Henry.

R-24-91 - ROLL CALL VOTE	
Yes/Aye:	Council Member- 1st Ward Henry, Councilmember - 2nd Ward Menist, Council Member- 3rd Ward Brown, Council Member- 5th Ward James, Council Member- 6th Ward Grant, Council Member- 7th Ward Patterson Thompson, Council Member- 4th Ward Shook, Council Member At-Large Wilson
No/Nay:	None
Abstain:	Council Member- 8th Ward Megan Deichler
Absent:	
Result:	Passed

1. **R-24-92**, Resolution to Approve Memorandum of Agreement with the City of Poughkeepsie Fire Department

RESOLUTION

(R-24-92)

INTRODUCED BY COUNCILMEMBER WILSON, SHOOK, PATTERSON THOMPSON, HENRY, BROWN, JAMES AND GRANT

WHEREAS, the most recent Collective Bargaining Agreement between the City of Poughkeepsie (the “City”) and Poughkeepsie Professional Firefighters Association Local 596, International Association of Firefighters, AFL-CIO expired on December 31, 2023; and

WHEREAS, representatives of the City and Fire Department Union have negotiated on and settled upon certain financial terms and conditions to modify said Collective Bargaining Agreement which are set forth in the Memorandum of Agreement annexed hereto and made a part hereof; and

WHEREAS, the Fire Department’s membership has ratified the terms of the

Official Minutes of the Common Council Meeting of December 17, 2024

Memorandum of Agreement by a vote held on December 6, 2024; and

WHEREAS, it is the desire of the Common Council to authorize and approve the financial terms of the Memorandum of 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 Part 617,

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council does hereby authorize and approve the proposed settlement of the collective bargaining negotiations between the City and the Fire Department Union for a successor agreement for the period January 1, 2024 to December 31, 2026, containing the financial terms substantially in the same form and substance as set forth in the Memorandum of Agreement annexed hereto; and be it further

RESOLVED, that the Common Council does hereby authorize the Mayor to enter into a successor agreement with the Poughkeepsie Professional Firefighters Association Local 596, International Association of Firefighters, AFL-CIO, containing financial terms substantially in the same form and substance set forth in the Memorandum of Agreement annexed hereto, and be it further

RESOLVED, that this resolution shall take effect immediately.

MEMORANDUM OF AGREEMENT
(WITH ANNOTATIONS ADDED)

CITY OF POUGHKEEPSIE
AND
THE POUGHKEEPSIE PROFESSIONAL
FIRE FIGHTERS ASSOCIATION

January 1, 2024 – December 31, 2026

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the negotiating teams for Poughkeepsie Professional Fire Fighters Association, Local 596 (hereinafter "PPFFA") and the City of Poughkeepsie (hereinafter "CITY"), referred to collectively as the parties.

WHEREAS, the CITY and the PPFFA are parties to a collective bargaining agreement which expired on December 31, 2023; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of **January 1, 2024 through December 31, 2026** and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement; and

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

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the Common Council of CITY, and the PPFFA membership, as set forth herein.

2. All terms and conditions of the collective bargaining agreement, which has an expiration date of December 31, 2023 shall remain in full force and effect except as agreed to be modified below.

3. The PPFFA and Common Council of CITY shall ratify the terms and conditions set forth in this agreement on or before **December 31, 2024**.

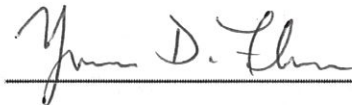
4. After ratification by the PPFFA and CITY, all new terms and conditions shall become effective immediately, except those that may have an implementation date(s) that occurs at a specific period within the contract period. All terms and conditions that have no specific implementation date shall become effective on the first (1st) day of the contract.

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

6. The parties agree that the terms contained in this Memorandum of Agreement shall become effective and have the full force and effect of the collective bargaining agreement between the parties upon approval of the CITY by resolution; ratification by the PPFFA and execution by City and PPFFA.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and upon ratification by the PPFFA and approval by the City by resolution, the parties agree that a successor collective bargaining agreement has been reach by the parties which agreement shall be identical to the one that has an expiration date of December 31, 2023 as modified by the terms below.

FOR THE CITY

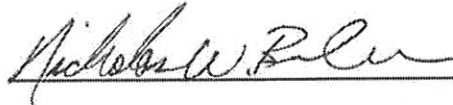


Yvonne D. Flowers

Date

Mayor

FOR THE PPFFA

 12/6/24

Nicholas Bucher

Date

President

TERMS

1. **Term:** 3 years January 1, 2024-December 31, 2026
2. **Salary increase**
 - 2024 – 3.25% Retroactive to January 1, 2024.
 - 2025- 2.75%
 - 2026 – 2.50%
3. Union members shall also be entitled to a retroactive 2.25% increase on top of their 2023 salary and an additional 2.25% for 2024 (resulting in an effective rate of 5.5%) to create parity across collective bargaining agreements as to salary increases in those years. All amounts of retroactive pay would be paid within 60 days of contract ratification. This is to account for the fact that City's PBA, CSEA and Joint Water (United Federal of Police) members were given out of contract pay increases in 2023 and 2024, but the same benefit had not been extended to this Union. This will result in a final salary schedule to read as follows:

SALARY SCHEDULE¹

Fire Department

	2023	2024	2025	2026
	2023 + 2.25%	5.5% effective rate	2.75%	2.5%
Academy	23.78	28.05	28.82	29.54
FF Hire	27.99	29.53	30.34	31.10
FF Step 1	30.02	31.67	32.54	33.36
FF Step 2	32.08	33.84	34.77	35.64
FF Step 3	34.08	35.95	36.94	37.87
FF Step 4	36.14	38.12	39.17	40.15
FF Step 5	38.19	40.29	41.40	42.43
Lieutenant	42.95	45.31	46.55	47.72
Lieutenant w/EMS	43.56	45.95	47.22	48.40
Captain	48.30	50.96	52.36	53.67
Captain w/EMS	49.00	51.69	53.11	54.44

4. The terms of the October 24, 2023 Fire Inspection MOA annexed as Exhibit "B" are incorporated and continued. Any firefighter or lieutenant of the bargaining unit represented by the Union assigned to perform Fire Inspections under the Fire Inspection Program will be paid 17.5% above their applicable rate of pay as set forth in Schedule "A" of the CBA.
5. **General edit** - any time the contract states "CFR certification" it will be edited to state "CFR certification or higher" to reflect current conditions.
6. **Article V. Dues Checkoff and Paydays (Sections 2, 3 and 6)**

Section 2: If the amount of bi-weekly dues is hereafter changed, deduction of the new amount shall begin in the month following the month in which ~~the Commissioner of Finance~~ **Human Resources** received official notice from the Fire Fighters' Association of the new amount.

Section 3: Deductions for an individual employee shall begin in the month during which the employee's signed deduction authorization card was received by ~~the Commissioner of Finance~~ **Human Resources**.

Section 6: The CITY shall pay the FIRE FIGHTERS on a bi-weekly pay period basis providing for payday once every two weeks. **All FIRE FIGHTERS must utilize direct**

¹ At the time of contract integration, only the columns for 2024, 2025 and 2026 will be inserted into the contract. The 2023 retroactive payment is included herein to reflect the agreement made on that issue.

deposit for all payments processed through payroll including, but not limited to, paychecks, health insurance buyouts, uniform and longevity payments.

7. Article VIII Hours of Duty (Portion of Section 2)

These 4 hours shall be paid only for the first ~~nine~~ six months that a FIRE FIGHTER is on 207-a leave. Thereafter that member shall be paid only for 80 hours each pay period.

8. Article IX, Section 6 (a)

The CITY and FIRE FIGHTERS recognize the importance of training. FIRE FIGHTERS hired on or after November 1, 1985 must complete a New York State Approved Fire Academy or hold equivalency training approved by New York State ~~240 hours of Department approved training~~ before they receive any pay increase including moving up a step on the salary scale; provided, however, that the prohibition for pay increase shall not be applicable if the required training has not been made available by CITY. CITY shall provide training at least once every 18 months for the minimum Continuing Medical Education hours required by New York State to recertify as a New York State EMT. ~~Certified First Responder training at least every eighteen (18) months.~~

9. Article IX, Section 7

(a) Firefighters holding the designation of CFR or higher shall receive an additional ~~\$1,500~~ \$1,000 that will be added to the salary schedule of each step, as reflected in the attached Salary Schedule. All FIRE FIGHTERS hired on July 1, 2001 and forward that have CFR or higher certification will be placed on this scale. A FIRE FIGHTER hired on July 1, 2001 and forward that does not have CFR or greater certification has one year to acquire such certification. Upon certification he/she will be placed on the Firefighter/EMS ~~Firefighter/CPR~~ scale and will be required to maintain CFR or higher certification as a condition of employment. A FIRE FIGHTER hired on January 1, 2024 and forward who does not hold a current New York State EMT certification will be required to be enrolled in a New York State EMT class that has a starting date within 15 months of the FIRE FIGHTERS date of hire, and will be required to maintain EMT certification as a condition of employment. Re-certification of those hired after July 1, 2001 will be covered under the "mandated" training clause of Article IX, Section 6. A FIRE FIGHTER hired prior to July 1, 2001 who has achieved CFR or greater certification may voluntarily request to be placed on the Firefighter/CPR salary scale. Those who voluntarily request to be moved to the CFR salary scale may do so only once. He/she shall not incur the obligation of maintaining this certification and will be allowed one time only to be removed from the CFR salary scale. Re-certification for those who voluntarily elect this option will be covered under the "non- mandatory" training clause of Article IX, Section 6.

10. Article IX, Section 9 (a)

(a) Upon hiring, an employee that needs to attend the fire academy will be paid at

"Academy" pay as set forth on Schedule "A," ~~for a period of sixteen weeks from the date of hire. After sixteen weeks~~ completion of the Academy, the employee shall be paid at the "Hire" rate as set forth on Schedule "A".

Article IX, Section (b), (c)

(b) "Step Increases" shall be paid on the anniversary of the employee's date of hire, except for the increase from "Academy" to "Hire" rate, which shall occur upon completion of the Academy and the employee shall continue at the "Hire" rate for the remainder of the year until the employee's anniversary date.

11. Article X, Section 6 – Strike existing section and add new language.

~~Section 6. Fire inspectors shall not be eligible for overtime for any line position.~~

Section 6 – Fire Inspectors shall be eligible for overtime on nights before their regular scheduled days off and on their regularly scheduled days off at the rate of pay consistent with their overtime role and job title being filled while performing overtime.

12. Article XII, Section 1

Section 1. Each member will receive a uniform allowance of one thousand (\$1,000) dollars payable in the first pay period in April. ~~Effective January 1, 2016, the uniform allowance of \$1,000 may be prorated to reflect active service during the prior year. The uniform allowance shall not be reduced or prorated as a result of an approved leave (e.g., time on an approved leave would count towards active service which would not result in a reduction in the uniform allowance).~~ Effective January 1, 2024 and also that new hires at time of hire would will receive the full \$1,000 uniform allowance in their first year if hired prior to the first pay period in April of the first year of employment. New members hired after the first pay period in April will receive a prorated uniform allowance at time of hire that reflects service during the first year of hire. and otherwise would receive a prorated uniform allowance during their first year.

13. Article XII, Section 5

Section 5. The CITY shall **issue a one-time allowance of \$500 to reimburse members of the bargaining unit for the purchase the cost of an initial Class A Uniform within 1 month** upon successful completion of probation. The CITY will **issue a one-time allowance of \$350 to members of the bargaining unit for the purchase reimburse the cost of new Uniform "parts" upon a member's appointment to the position of lieutenant. The CITY will issue a one-time allowance of \$100 to members of the bargaining unit for the purchase of new uniform**

parts upon a member's appointment to the position of Captain.

14. Article XIV Insurance – edits subsections 1(a) and (c) to remove references to MVP or other insurance.

Section 1. (a) For members hired before January 1, 1991, a non-contributory health plan shall be paid for by the CITY for the benefit of each member of the Fire Fighters hired in either the single or family plan, as appropriate. All members of the bargaining unit hired on or after January 1991 who elect health insurance pay twenty (20%) percent of the applicable premium through payroll deduction for any plan chosen by the member. The CITY will offer employees a plan of hospitalization and major medical benefits through the New York State Health Insurance Program. ~~Capitol District Physicians Health Plan, and MVP HMO 20+.~~ Beginning on January 1, 2021 and any time thereafter, the CITY shall have the right to replace MVP HMO 20+ with MVP HMO 25/40, or the equivalent MVP Plan then in existence. The CITY shall be permitted to make a change of the MVP plan so long as the CITY institutes a Health Reimbursement Account (HRA) by which all employees and their dependents shall be reimbursed for all deductibles and co-pays of the 25/40 or equivalent plan to the extent that such deductibles and co-pays exceed what is provided by the MVP HMO 20+ plan. The CITY may, at its sole discretion, terminate the HRA at any time as long as the CITY provides at least thirty (30) days written notice to the Union. In the event the HRA is terminated, the CITY must provide the MVP HMO 20+ plan, unless an alternative agreement is reached with the Union. Any HRA will be administered by The Benefits Center, LLC. In the event any plan of insurance becomes unavailable for any reason beyond the control of the CITY, the CITY will meet with the Union to negotiate providing an alternative plan. Effective January 1, 2009, the CITY will provide a 5 20 40 prescription drug card. Thereafter the CITY shall be entitled to change such co-pay levels to provided that any increase is reimbursed to the employees through an HRA or other means. The same drug plan that is afforded to the CSEA and the Police will be provided to the Union here. The CITY shall have the right to remove CDPHP from list prior to open enrollment periods. All members of the bargaining unit hired on or after July 1, 2016 who elect health insurance pay fifteen percent (15%) of the applicable premium through payroll deduction for any plan chosen by the member. Article XIV, Section 5 shall not be applicable to members of the bargaining unit hired on or after July 1, 2016. Effective January 1, 2019 the City shall discontinue the MVP HMO 20+ plan contained herein.

(b) The CITY has the right and may elect to change health insurance carriers so long as the benefits provided under any new plan are substantially equivalent to the plans offered in this Agreement.

(c) Effective January 1, 2009, ~~employee drug card co-payment shall be \$5/\$20/\$40 for MVP Plan, except that the NYSHIP co-payments shall be as established by NYSHIP. Thereafter, the CITY shall be entitled to change such co-pay levels provided that any increase to the MVP drug card co-payment is reimbursed to the employees through an HRA or other means. The CITY will notify the Union President of any cancellation of a policy, co-pay or drug plan that is in place.~~

- (d) Any member of the bargaining unit who opts out of the health insurance plan, shall receive an in-lieu payment ~~of \$1,250 for two person and \$2,000 for family per year for each year that he or she opts out of the health insurance plan~~ in an amount of 35% of the premium for NYSHIP Empire Plan Individual coverage ~~provided further that~~ A a member may opt back into the health insurance plan at any time without notice provided it is consistent with a qualifying event or open enrollment period. In order to be eligible to opt out of the health insurance plan, a member must first produce satisfactory proof of ~~comparable~~ alternative health insurance through a spouse or otherwise.

15. Article XIV Insurance – Revise life insurance provided. To be effective the first of the month following ratification by both parties.

Section 2. Effective , each of the FIRE FIGHTERS shall be given a ~~Twenty Forty~~ Thousand ~~(\$20,000)~~ (\$40,000) Dollar life insurance policy for which all premiums are to be paid by the CITY and kept in full force and effect so long as such member is employed by the CITY. Such coverage shall cease immediately upon termination of employment within the unit for any reason whatsoever. The CITY shall continue to provide a rider covering accidental death and dismemberment which provides for double indemnity upon accidental death.

~~Section 3. The CITY shall also provide and pay for a Two Thousand (\$2,000) Dollars death benefit for each member of the FIRE FIGHTERS at the time of his retirement. It will be paid to the beneficiary(ies) on file upon the death of the retired member and submission of necessary paperwork.~~

Renumber sections 4-7 as 3-6

16. Article XV Retirement, Section 6(b)

~~(b) Effective January 1, 2006, retirees may elect, on or before the effective date of their retirement, to use the cash value of the sick leave buyout to apply towards the cost of retiree health insurance in lieu of the payment in (a). In this instance only, the cash value will be calculated based on a 12 hour day. In such event the City will bill the retained cash value account directly for the retiree's portion of the retiree health insurance. In the event that the retiree and his qualified dependents die before the cash value account is depleted the residual amount will be paid to the retiree's estate calculated on a 12 hour day.~~

Effective January 1, 2011 Compensatory time may be accrued to a maximum total of 480 hours per Federal Labor Standards Act (FLSA) guidelines and shall be paid at retirement.

17. Article XV Retirement, Section 7

An employee who retires shall be provided with the same level of benefits contained in the Core Plus Medical and Psychiatric Enhancements Plan as described in the New York State Insurance Plan (known as the Empire Plan) provided to active employees. The City shall

contribute towards the premium cost of 75% for individual, and, two (2) person, if available, and 50% for dependent coverage ~~(and supplemental insurance once an employee is eligible for Medicare)~~ **(Medicare Part B or IRMA)** without returning any accumulated leave time. The City shall provide additional contribution towards the premium cost of health insurance ~~(and supplemental insurance once an employee is eligible for Medicare)~~ **(Medicare Part B or IRMA)** based on the following schedule with the return of sick leave accumulation, Holiday, vacation and/or personal leave as set forth herein:

...

New language at end of this section: Effective January 1, 2024, the decision to opt into the City's health insurance for retirement must be made during an open enrollment period or other qualifying event prior to retirement.

18. **Article XVII Leave Plan**

Section 4. In the event that a FIRE FIGHTER shall have unused personal leave days, they shall be credited to his sick leave accumulation in any year of employment. ~~however, any days of personal leave credited to such leave shall not be applicable to the retirement benefit provided in Article X, Section 6 herein.~~ Upon termination or resignation, personal days will not be paid out.

19. **Article X, Section 3**

Section 3. There will be a minimum manning requirement of two (2) FIRE FIGHTERS per apparatus in active service. In the event the number of positions in the rank of Firefighter (excluding officer ranks) is at 50 or more, the City agrees to have a minimum manning of (3) firefighters on one (1) of the in active service apparatus. It will be at the Fire Chief's discretion which one (1) in active service apparatus will have the additional firefighter assigned. Fire Chief may require that each apparatus have a CFR qualified Fire Fighter. In the event the Firefighter rank drops below 50 employees due to injuries qualifying for 207-a leave, any other approved leave or other unforeseen circumstances, it is in the Chief's discretion whether to revert to the 2-firefighter minimum per apparatus in active service.

20. **Amend Article X (Overtime):**

Section 1.

~~(a) Subject to the provisions of subdivision (b) hereof, all members of the FIRE FIGHTERS shall be paid at their regular hourly rate determined by their respective pay scales as set forth in the salary schedule contained herein, for the time actually worked in addition to their regular hours of duty as set forth in Article VIII hereof.~~

~~(b) Effective January 1, 2010 and thereafter, notwithstanding subdivision (a) hereof, all~~

~~members of the Firefighters shall be paid at the rate of 1.5 times their regular hourly rate for all hours actually worked in excess of their regular schedule according to the following limitations:~~

~~Two Week Regular
Schedule per Article VIII~~

~~72 hrs.~~

~~96 hrs.~~

~~Overtime at 1.5 Paid
At~~

~~84 hrs.~~

~~108 hrs.~~

- (a) Effective January 1, 2019, all members of the FIRE FIGHTERS shall be paid at the rate of one and a half (1.5) times their regular hourly rate for all hours actually worked in excess of their regular hours of duty as set forth in Article VIII hereof. This subsection will expire and be deleted effective December 31, 2025
- (b) Any leave time taken shall not constitute time worked. This subsection will expire and be deleted effective December 31, 2025.
- (c) Effective January 1, 2026, all members of the FIRE FIGHTERS shall be paid at the rate of one and a half (1.5) times their regular hourly rate for all hours worked in excess of their regular hours of duty as set forth in Article VIII hereof. Any leave time taken shall constitute time worked for purposes of this Article.

21. Article XV, Section 6

a) Each member of the FIRE FIGHTERS shall receive an amount equal to fifty (50%) percent of his accumulated sick leave at termination of employment for reasons other than disciplinary dismissal or retirement under charges, provided that such member has a minimum of five (5) years' service with the CITY, and provided further that, while there shall be no limit on the amount of sick leave to be accrued by an employee, in no event shall the total accumulated sick leave payout under this Section exceed one hundred eighty (180) days in addition to any surrender of accruals under Article XV, Section 7. A day shall be defined as provided in Article VIII, Section 32, herein. If a firefighter gives notice of retirement to the CITY no less than 12 months prior to the firefighter's anticipated retirement date, the firefighter will have the benefit of receiving an amount equal to (60%) percent of his accumulated sick leave up to 180 days at termination of employment. In the event a firefighter does not retire on the anticipated retirement date and continues employment, the firefighter will forfeit this 60% benefit and revert to the 50% benefit and at no time in the future will the firefighter be eligible for the 60% benefit.

- 22. Amend SCHEDULE "A", CAREER INCENTIVE/LONGEVITY Reduce to four (4) tiers, the final tier addressing start of 18th year and above.

Years of Service

Start 7 th through 9 th	\$1,050.00	<u>\$1,550.00</u>
Start 10 th through 14 th	\$1,650.00	<u>\$2,150.00</u>
Start 15 th through 17 th	\$2,500.00	<u>\$3,000.00</u>
Start 18 th through 25th	\$3,350.00	
Start 26th and above	\$3,500.00	<u>\$4,000.00</u>

23. Amend Article IX (Remuneration), Section 6 (b) as follows:

Off duty non-mandatory training will be compensated with compensatory time on an hour for hour basis when such training is approved in advance by the Chief or his/her designee at his/her sole discretion. ~~A maximum pool of 1,200 compensatory hours will be allowed annually and no more than fifty (50) hours per FIRE FIGHTER.~~

24. Amend Article IX (Remuneration), Section 6 (c) as follows:

Training for Fire Department mandated courses, such as, but not limited to, EMT (for those hired after 7/1/01) or Code Enforcement (for those hired after 1/1/95) or Arson Investigation (for those promoted to Lieutenant) will be paid on an hour for hour basis, with travel expense, if appropriate. Refresher training for specialty certifications such as tech rescue courses will be considered mandatory training. If course or training requires an overnight stay, a meal allotment subject to receipts will be paid unless included in registration fee, up to the following:

25. Article XIX (Disciplinary Proceedings)

The parties agree that disciplinary proceedings brought against members of the bargaining unit shall be in conformity with Article 5 Title B of the Civil Service Law of the State of New York. ~~The parties agree that the designee of the City Administrator is to conduct such hearing and to refer his recommendations to the City Administrator for review and decision and that the City Administrator will request of the Public Employment Relations Board (PERB) or its successor that a hearing officer be recommended by PERB and that such recommended hearing officer shall be the designee of the City Administrator unless the City Administrator shall find the individual unacceptable in which event further recommendations shall be requested of PERB until a designee acceptable to the City Administrator is found. If any of the disciplinary charges are found to be unsubstantiated, all references to the allegations will be removed from the Fire Fighter's personnel file.~~

26. Add a section to Article IX (Remuneration) that any time the honor guard is requested by the CITY, up to four honor guard members that participate will receive a minimum of four

(4) hours of pay, paid at one and one half (1 ½) times the regular hourly rate. Each hour above four will be paid hour for hour at one and one half (1 ½) times the regular hourly rate.

27. Article VIII, Section 3

Section 3. For purposes of this Agreement, the mean number of hours between the two shifts, namely twelve (12) hours, shall constitute a day. ~~Provided, however, that for the purpose of calculating payment for all types of accumulated leave days for Department members upon retirement or leaving CITY employment for any reason (other than leaving in a situation in which employee is not entitled to payment for accumulated leave), eight (8) hours shall constitute a day. This 8 hour day provision shall not apply to those members who have twenty (20) years or more of service with the CITY on January 1, 1986 and who also choose not to enroll in the twenty year retirement plan.~~

XIII. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:

XIV. ADJOURNMENT:

At 7:45pm a motion to adjourn the meeting was made by Council Member- 7th Ward Patterson Thompson and seconded by Council Member- 1st Ward Henry.

Dated: December 19, 2024

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, December 17, 2024.

**Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain**

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: December 26, 2024

NAME AND ADDRESS OF EACH

CLAIMANT:

Thomas A Myers, Owner
Barry F Paust, Trustee
28 Mitchell Ave, Poughkeepsie NY 12603-3422

TELEPHONE NUMBER: Thomas: 310.403.7190 & Barry: 914.552.5318

NAME AND ADDRESS OF ATTORNEY (IF ANY): -0-

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

During a rainstorm on Wednesday, December 11, a branch from a City tree broke off and fell onto our property at 28 Mitchell Ave.

The tree is on the south side of Arnold Blvd in the parkway and it is the first tree west of Mitchell Ave.

As it fell, it hit the northeast corner of our house and damaged the roof; it did not result in water leaking into the house. It then split into two pieces:

- One piece of the branch fell onto the Arnold Blvd parkway, the Arnold Blvd sidewalk, and on top of the north side our front yard fence; it damaged two sections and a post of the north side our front yard fence.
- The other piece of the branch fell onto our front lawn; it damaged one section of the west side our front yard fence.

We contacted the City DPW Dispatch Office to report the incident and took photographs that are attached to this claim form.

Tree Division Supervisor Mark Maneri, Sr responded to our address, took photographs, cut up both branch pieces with his chain saw, and placed all of the cut branch pieces on the Arnold Blvd parkway.

On Thursday, December 12, a crew from the Tree Division came to the site, removed the fallen branch pieces, and preformed trimming on that tree.

ITEMS DAMAGED OR INJURIES SUSTAINED:

There were no injuries sustained in the incident.

Items damaged are:

- (1) The northeast corner of our roof. We ask that the City pay \$1,730 for its repair per the Lyndsey Roofing estimate that is attached to this claim form.
- (2) The north and west sides of our front yard fence. We ask that the City pay \$1,490 for their repair per the Mid-Hudson Fence Co estimate that is attached to this claim form.
- (3) The parkway on Mitchell Ave in front of our property. The Tree Division trimming crew drove their bucket truck onto the parkway as part of the tree-trimming process. We ask that the City restore that parkway to its pre-incident condition.


Signature of Claimant


Signature of Claimant

2024 DEC 26 PM 12:39
CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

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

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

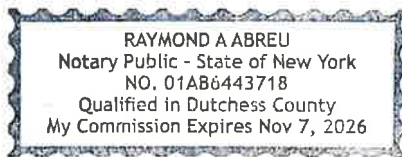
Thomas Myers
Signature of Claimant

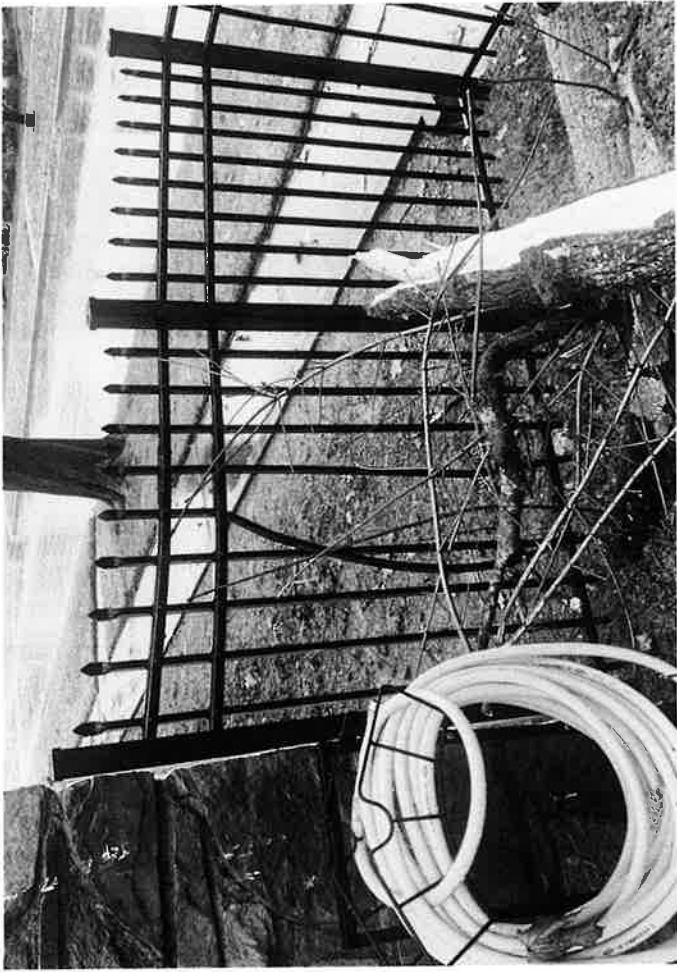
[Signature]
Signature of Claimant

Sworn to before me this
26 day of DEC, 2024

[Signature]
Notary Public

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







Lyndsey Roofing

A Roofing Solutions Company

316 Titusville Road, Suite B
Poughkeepsie, NY 12603

Office: (845) 849-1641
www.lyndseyroofing.com

December 20, 2024

Putnam County License #PC-7862
Westchester County License #WC-31398-H19

Barry Paust
28 Mitchell Avenue
Poughkeepsie, NY 12603
845-454-8919



Requested Work: Proposal for Roof Repair at: 28 Mitchell Avenue,
Poughkeepsie, NY

Dear Mr. Paust,

Upon your request, we offer the following work to be performed at the above location. Make sure you pay attention to the sections. Our responsibility is to help build a budget, so you are properly informed and can prepare financially for the potential unforeseen costs related to the requested work.

Pitched Roof Repair

1. 2020 New York State Building Code: **Chapter 15 Roof Assemblies and Rooftop Structures**. Section 1507.1: Roof coverings shall be applied in accordance with the applicable provisions of this section and the manufacturer's installation instructions.
2. Set up necessary safety and protection equipment to perform work. This includes ladders, scaffolding, tarps from the roof and over the landscaping, double tarps over decks and railings, plywood, and tarps to protect HVAC units, natural gas, and electrical meter heads.
3. Lyndsey Roofing will provide all the materials.
4. Work to be performed on the right side of the home, under the chimney that was struck by the tree.
5. No work will be performed on any other roofs unless specifically specified above.
6. Remove existing shingles and drip edge what were damaged by the tree. *
7. Cut and remove the deteriorated wood decking.
8. Inspect rafters for damage or deterioration. **
9. Install new 1/2" CDX plywood over open rafters.
10. Install new 1/2" CDX plywood over damaged wood planking. Wood planking will not be removed.
11. Install new .019-gauge aluminum drip edge where the damaged drip edge was removed. Color TBD. Color will be as close of a match as to what is available in the market from our suppliers.
12. Install GAF WeatherWatch leak barrier to the new plywood.
13. Install GAF Timberline HDZ lifetime warranty architectural shingles. Color will be as close of a match as to what is available in the market from our suppliers.
14. The owner is responsible for painting siding, trim or any other wood or concrete type products.
15. Provide a 2-year Lyndsey Roofing workmanship warranty. The warranty covers the installation of the materials by Lyndsey Roofing only. Material failure is under the product manufacturer's warranty.
16. Lyndsey Roofing will provide for the removal of all debris.

Subtotal.....\$1,600.00
Taxes.....\$130.00

Estimated Cost.....\$1,730.00

*30 per sq per layer for any unforeseen additional hidden layers of roofing.

**Cost to sister a rafter with 2" x 6" or 8" doug fir framing is \$110.00 each. 2" x 10" or 12" is \$125.00 each.

This work is NOT a Capital Improvement and is taxable per the NYS Taxation and Finance.

Lyndsey Roofing

A Roofing Solutions Company

316 Titusville Road, Suite B
Poughkeepsie, NY 12603

Office: (845) 849-1641
www.lyndseyroofing.com

December 20, 2024

Putnam County License #PC-7862
Westchester County License #WC-31398-H19

Barry Paust
Requested Work: Proposal for Roof Repair at: 28 Mitchell Avenue,
Poughkeepsie, NY



Payment Schedule:

1. No deposit required at the signing of the contract. Balance due at the end of the job.

Payment Information

Our payment methods are cash up to \$1,000.00; a personal check under \$9,000.00; a bank check / certified check for over \$9,000.00; American Express, Mastercard or Visa credit card. There is a 3% processing fee on credit cards only.

We appreciate the opportunity to offer you this proposal. I will follow up with you in the next few days to see if you have any questions or need clarification of the scope of the work. However, if you have any questions, or need any additional information, please do not hesitate to contact me. We look forward to hearing from you.

Take Care,

“If you think it is expensive hiring a good
roofer, try hiring a bad one.”

Tommy Wills
Project Manager
Lyndsey Roofing, LLC

General Information

Lyndsey Roofing is a licensed GAF Master Elite Certified contractor and a GAF Master Elite 2-Star President's Club member. This is the top certification in the country for asphalt shingles. To be a GAF Master Elite, you are invited into the program. To be in the GAF President's Club, you have to meet a criteria that include training, a certain volume of products sold, and a certain amount of warranties installed. There are 3 levels in the GAF President's Club. Each level requires a more stringent criteria to meet. 3-Stars is the toughest and it is a goal we are striving for in 2024.

Our license with GAF is good for 1-year. Each year, GAF reviews to determine if they want us for the next year. GAF looks at the inspections that are performed and that is taken into consideration annually. That is what gives this program credibility. Knowing we are the best of the best and we must prove it year after year.

We are properly insured for roofing, and we carry the New York State Labor / Scaffold Law policy. Please see the attached document explaining how roofing insurance works. This must be taken seriously for you can lose your home and be financially ruined if there is a serious injury or a death.

ELEVATE

Approved –

Accredited –

Roofing & Solar Certified –

Verified 2 |



5 Sprout Creek Court Wappingers Falls, NY 12590

PH: (845) 221-8700

OFFICE.MIDHUDSONFENCE@GMAIL.COM

SINCE 1977

POOL FENCE: **APPROVED BY:** (PLEASE SIGN) _____ **DATE:** _____

CONTACT PERSON: Barry Paust	SALESPERSON: Kristin Frisina	DATE 12/14/2024
ADDRESS: 28 Mitchell Ave, Poughkeepsie		DEPOSIT RECEIVED DATE/TYPE:
PHONE NO: 845-454-8919		FINAL INVOICE SENT:
EMAIL: <bp9451@gmail.com>		

LF/QTY	DESCRIPTION	PRICE
	REMOVE AND CART DAMAGED SECTIONS, POSTS AND CEMENT FOOTINGS	\$350.00
	FURNISH AND INSTALL	
3	NEW 48" HIGH ORNAMENTAL ALUMINUM (3) RAIL STANDARD BOTTOM ALUMI GUARD WITH PRESSED SPEARS THROUGH TOP RAIL	
3	NEW 2X2 ORNAMENTAL ALUM POSTS WITH NEW CEMENT FOOTINGS	
	MATERIALS	980.00
	LABOR (LOCAL)	\$1650.00
IF QUOTE IS BASED SOLELY ON MAP MY FENCE, SITE PLAN OR CLIENT'S DRAWINGS - QUOTE WILL REFLECT WHAT MATERIALS ARE INCLUDED WITH THE QUOTE. IF UPON FINAL INSTALLATION THERE IS AN INCREASE OR DECREASE IN MATERIALS - THE FINAL INVOICE WILL BE ADJUSTED TO REFLECT THAT. ANY ADDITIONAL LABOR, REMOVAL OF EXISTING FENCE OR HEAVY BRUSH, ROCK DRILLING, CORE DRILLING, ETC. IS ADDED DURING INSTALL - THAT WILL BE ADDED TO THE FINAL INVOICE		

OWNERS AND OWNER'S AGENTS AGREE TO BE RESPONSIBLE FOR: ALL PERMITS, PERMISSIONS, SURVEYING AND LOCATION OF FENCE LINE INSTALLATION. THE CLEARING OF ALL FENCE LINES OR ANY OBSTRUCTIONS. CALL BEFORE YOU DIG 811 - ALL UNDERGROUND UTILITIES, SPRINKLER SYSTEMS, ETC MUST BE CLEARLY MARKED PRIOR TO YOUR FENCE INSTALLATION MID HUDSON FENCE WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO SPRINKLER SYSTEMS, INVISIBLE DOG FENCE, UTILITY LINES, ETC. IF NOT MARKED OUT PRIOR TO INSTALL BY A PROFESSIONAL ANY ROCK DRILLING, CORE DRILLING ETC. WILL BE ADDED TO THE FINAL INVOICE IF MATERIALS ARE NOT INSTALLED WITHIN 45 DAYS AS A RESULT OF OWNER OR OWNERS AGENT - AN ADDED FEE WILL APPLY TO FINAL INVOICE IF APPROVED TO ARRIVE TO INSTALL FENCE AND FENCE LINE OR AREA HAS NOT BE PREPPED IE: EXCAVATING, GRADING, EQUIPMENT FROM OTHER CONTRACTORS IN THE WAY, ETC. - THERE WILL BE AN ADDITIONAL \$1,000 ADDED TO THE FINAL INVOICE FOR LOST WAGES, GAS, ETC. FOR THE DAY ALL INSTALLED FENCE MATERIALS REMAIN THE PROPERTY OF MID HUDSON FENCE CO., INC UNTIL ALL INVOICES ARE PAID IN FULL. ANY DELINQUENT ACCOUNTS WILL BE LIABLE FOR COLLECTION AND ALL LEGAL FEES INCURRED. ALL BALANCES ARE SUBJECT TO A 2% MONTHLY SERVICE CHARGE. PAYMENT IN FULL IS EXPECTED WITHIN 24 HOURS OF COMPLETION OF ORIGINAL CONTRACT. ANY MATERIALS OR LABOR ADDED AFTER QUOTE EXPIRATION DATE WILL BE CHARGED AT CURRENT MARKET PRICING.	SUB TOTAL	\$ 2980.00
	SALES TAX	242.15
	TOTAL	\$ 3222.15
	INITIAL DEPOSIT (50%)	\$ 1732.15
	FINAL BALANCE (DUE ON COMPLETION)	\$ 1490.00

TO CONFIRM: Kindly return, signed with deposit. Materials will be ordered once deposits are received. Deposits are non-refundable.

☐ Original☐ Amended

Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent:

12/9/2024

1a. Delivered by:

Overnight Mail, Tracking Number and Pro

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:☒ New Application ☐ Removal ☐ Class ChangeFor premises in the City of New York:☐ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal☐ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ AlterationFor **New** and Temporary Retail Permit applicants, answer each question below using all information known to dateFor **Renewal** applicants, answer all questionsFor **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)For **Corporate Change** applicants, attach a list of the current and proposed corporate principalsFor **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocationFor **Class Change** applicants, attach a statement detailing your current license type and your proposed license typeFor **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes**Please include all documents as noted above. Failure to do so may result in disapproval of the application.****This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:**

3. Name of Municipality or Community Board:

City of Poughkeepsie Clerk

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable):

Expiration Date (if applicable):

5. Applicant or Licensee Name: 49-51 Market St., POK LLC.

6. Trade Name (if any): Refinery 51

7. Street Address of Establishment: 49-51 Market Street

8. City, Town or Village: Poughkeepsie

, NY

Zip Code:

12601

9. Business Telephone Number of applicant/ Licensee:

8452046500

10. Business E-mail of Applicant/Licensee:

bistro59vegan@gmail.com

11. Type(s) of alcohol sold or to be sold:

☐ Beer & cider☒ Wine, Beer & Cider☐ Liquor, Wine, Beer & Cider12. Extent of Food Service: ☒ Full Food menu; full kitchen run by a chef/cook ☐ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment:

☐ Seasonal Establishment☐ Juke Box☒ Disc Jockey☐ Recorded Music☐ Karaoke14. Method of Operation:
(check all that apply)☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): DJ or live band☐ Patron Dancing☐ Employee Dancing☐ Exotic Dancing☐ Topless Entertainment☐ Video/Arcade Games☐ Third Party Promoters☐ Security Personnel☐ Other (specify):

15. Licensed Outdoor Area:

☐ None☒ Patio or Deck☐ Rooftop☐ Garden/Grounds☐ Freestanding Covered Structure

(check all that apply)

☐ Sidewalk Cafe☐ Other (specify):

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

16. List the floor(s) of the building that the establishment is located on: Ground Floor
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☒ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- | | |
|------|---------------|
| | |
| Name | Serial Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name: T&T Bistro LLC
23. Building Owner's Street Address: 17 Salk Drive
24. City, Town or Village: Highland State: New York Zip Code: 12528
25. Business Telephone Number of Building Owner: 8454536751

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name: Steven F. Nesheiwat, Esq,
27. Representative/Attorney's Street Address: 28 IBM Road
28. City, Town or Village: Poughkeepsie State: New York Zip Code: 12601
29. Business Telephone Number of Representative/Attorney: 8454527528
30. Business E-mail Address of Representative/Attorney: steven@nesheiwatlaw.com

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Thuy Le Title: President

Principal Signature:



NESHEIWAT LAW OFFICES

28 IBM Road
Poughkeepsie, New York 12601
(845) 452-7528 * Fax (866) 795-5665

Legal Assistant
Josephine M. Diego

December 10, 2024

City of Poughkeepsie, Clerk
62 Civic Center Plaza
City Hall - First Floor
Poughkeepsie, NY 12601

Re: Applicant: 49-51 Market St., POK LLC.
Address: 4-51 Market Street, Poughkeepsie, New York 12601
30 Day Notice Form

Dear Sir or Madam:

Enclosed please find 30-day notice for On Premise Liquor License for the above referenced applicant.

Thank you for your time and attention to this matter. Should you have any questions and/or concerns please do not hesitate to contact the office.

Very Truly Yours,

Steven F. Nesheiwat, Esq.

Enc.
SFN/jd

Services provided in the areas of:

Immigration ❖ DWI ❖ Traffic Matters ❖ Litigation ❖ Criminal ❖ Real Estate
Corporate and Commercial Law ❖ Matrimonial Law ❖ Wills and Estates ❖ Personal Injury

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 12/8/2024 1a. Delivered by: Certified Mail Return Receipt Requested

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

☒ New Application ☐ Removal ☐ Class Change

For premises in the City of New York:

☐ New Application ☐ New Application and Temporary Retail Permit ☐ Temporary Retail Permit ☐ Removal

☐ Class Change ☐ Method of Operation ☐ Corporate Change ☐ Renewal ☐ Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: City of Poughkeepsie

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): _____ Expiration Date (if applicable): _____

5. Applicant or Licensee Name: J&P Catering Services LLC

6. Trade Name (if any): _____

7. Street Address of Establishment: 35 Main Street, Ste. 101

8. City, Town or Village: Poughkeepsie, **NY** Zip Code: 12601

9. Business Telephone Number of applicant/ Licensee: Pending

10. Business E-mail of Applicant/Licensee: Pending

11. Type(s) of alcohol sold or to be sold: ☐ Beer & cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

12. Extent of Food Service: ☐ Full Food menu; full kitchen run by a chef/cook ☒ Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Bar/Tavern

☐ Seasonal Establishment ☒ Juke Box ☒ Disc Jockey ☒ Recorded Music ☐ Karaoke

14. Method of Operation: ☒ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____
(check all that apply)

☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment

☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel

☐ Other (specify): _____

15. Licensed Outdoor Area: ☒ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
(check all that apply) ☐ Sidewalk Cafe ☐ Other (specify): _____

OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

16. List the floor(s) of the building that the establishment is located on:
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located within 500 feet of three or more on-premises liquor establishments? ☐ Yes ☒ No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation? ☒ Yes ☐ No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:
- | | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
| Name | Serial Number |
21. Does the applicant or licensee own the building in which the establishment is located? ☐ Yes (if YES, SKIP 23-26) ☒ No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:
23. Building Owner's Street Address:
24. City, Town or Village: State: Zip Code:
25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:
27. Representative/Attorney's Street Address:
28. City, Town or Village: State: Zip Code:
29. Business Telephone Number of Representative/Attorney:
30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Title:

Principal Signature: _____



585 STEWART AVENUE
SUITE 615
GARDEN CITY, NY 11530
TEL: 516.858.5887
FAX: 516.858.5867

December 9, 2024

The City of Poughkeepsie
62 Civic Center Plaza, 3rd Fl.
Poughkeepsie, NY 12601

Re: J&P Catering Services LLC
350 Main Street, Ste. 101
Poughkeepsie, NY 12601

2024 DEC 12 AM 7:57
CITY OF Poughkeepsie
CITY CHAMBERLAIN

Dear Town Clerk:

I am writing to you on behalf of my client, J&P Catering Services LLC, located at the address above. My client intends to operate a tavern/restaurant and intends to offer alcoholic beverages. My client's intention is to apply to the New York State Liquor Authority for an On Premises Liquor, Wine, Beer, and Cider license for this location.

As you are aware, part of the licensing process requires that the local municipality or Community Board be notified and given an opportunity to comment on the application. Please consider this letter notification of our intent to apply to the New York State Liquor Authority for the above referenced license.

Please forward any meeting notification information and/or questionnaire to my office, at the address indicated in our letterhead above, or to MJ@jamesfrm.com. Please feel free to contact me directly at (516) 858-5887 if you need any further information.

Yours very truly,

Michael A. James
Of The James Firm



RE: Notification of adult-use retail dispensary license application

License Type: New Establishment

Previous DBA:

License Number (if applicable):

Applicant Name: ZZZ Smoke Shop Inc.

Phone Number: 845-240-5273

Email Address: mikestumer18@gmail.com

2024 DEC 12 AM 11:14
CITY OF Poughkeepsie
CITY CHAMBERLAIN

Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name) ZZZ Smoke Shop Inc.

of (dba)

intend to, or have, file(d) an application for licensure with the Office of Cannabis Management

to open a(n):



retail dispensary premises (new or additional)



registered organization with
dispensing (or ROD)



microbusiness

in (county name) Dutchess County. This business, once the license is approved, shall be located
at:

Address Line 1: 198 Smith Street

Address Line 2:

City: Poughkeepsie

Zip code: 12601

The mailing address is (if different from business location):

Address Line 1:

Address Line 2:

City/Town/Village:

State:

Zip code:

(As applicable, name of business if different from above) has _____
retained the legal services of (attorney or representative)

Name: Michael A. James / The James Firm

Address Line 1: 585 Stewart Avenue, Ste 615

Address Line 2: _____

City/Town/Village: Garden City

State: NY Zip code: 11530

Telephone with area code: (516) 858-5887

If the municipality or community board would like to express an opinion to the Cannabis Control Board, they must respond to this notification within 30 days by emailing an opinion to municipalities@ocm.ny.gov. This expressed opinion must be on official municipality or community board letterhead.

If the municipality or community board would like to request a one-time 30 day extension for the municipality or community board to provide their opinion, or if the municipality or community board has any comments, concerns, or questions, they must reach out to the Office at municipalities@ocm.ny.gov with "Notification to Municipalities Municipality Opinion 30 Day Extension Request – [Insert municipality or community board name here]" in the subject line. Municipalities or community boards should be sure to provide proof of the date of receipt of the Notification to Municipalities that they wish to request an extension of time for submitting a municipality opinion. Any request that does not include such information will be rejected as incomplete.

Signed  _____

Today's date: 12/3/24

Print Michael Stumer

RESOLUTION

(R-25-10)

**RESOLUTION TO ESTABLISH THE DOWNTOWN POUGHKEEPSIE BUSINESS
IMPROVEMENT DISTRICT**

**SPONSORED BY CHAIRMAN WILSON, COUNCILMEMBERS PATTERSON-
THOMPSON, HENRY, MENIST, BROWN, JAMES AND GRANT**

WHEREAS, by resolution R-24-50, the Common Council authorized the preparation of a District Plan for the Downtown Poughkeepsie Business Improvement District; and

WHEREAS, by resolution R-24-81, the Common Council scheduled a public hearing on the proposed Downtown Poughkeepsie Business Improvement District and directed publication and mailing in compliance with General Municipal Law; and

WHEREAS, the public hearing was held on November 19, 2024; and

WHEREAS, the City only received one objection to the proposed Downtown Poughkeepsie Business Improvement District and the property owned by that objector is less than the 51% required to object to formation of the District pursuant to GML §980-e;

NOW, THEREFORE, BE IT RESOLVED by the Common Council as follows:

- (1) The notice of public hearing was published and mailed as required by law and is otherwise sufficient;
- (2) That, except as otherwise provided GML §980-a, all the real property within the boundaries of the proposed district will benefit from the establishment or extension of the district;
- (3) That all the real property benefited is included within the limits of the proposed district; and
- (4) the establishment of the district is in the public interest.

SECONDED BY: _____

(LL 25-01)

**A LOCAL LAW TO AMEND CHAPTER 10 “HAWKERS, PEDDLERS AND
TRANSIENT VENDORS,” TO REVISE SECTION 10-4 “VETERANS,” THE SECTIONS
GOVERNING RESTRICTIONS ON PRIOR CRIMINAL CONVICTIONS AND TO
AMEND SECTION 10-20 “PENALTIES”**

**SPONSORED BY CHAIRMAN WILSON, COUNCILMEMBER SHOOK, PATTERSON
THOMPSON, BROWN, JAMES AND GRANT :**

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

~~STRIKETHROUGH INDICATES DELETION~~
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1: Section 10-4 is amended as follows:

10-4 Veterans

- a.** Any honorably discharged veteran of the armed services of the United States who has obtained a veteran's license from the Dutchess County Clerk, under § 32 of the General Business Law, to hawk, peddle, vend or solicit trade on the streets and highways within the County of Dutchess shall be exempt from the provisions of Section 10-7 of this article. Upon approval of the veteran's application, the City Chamberlain will issue the license to said veteran to ply his or her trade in the City of Poughkeepsie, subject to all provisions of this article.
- b.** Any honorably discharged veteran of the armed services of the United States who seeks a license from the City only shall be entitled to a 50% discount on the fee set forth in Section 10-7(a)(1).

SECTION 2: Section 10-5(a)(6) is amended as follows:

(6) Whether or not the applicant has ever been convicted of a felony (disclosure shall only be required if the felony has not been sealed pursuant to Criminal Procedure Law §160.57 or by other statute or court order), ~~misdemeanor or violation of any municipal ordinance, except traffic violations,~~ and, if so, the date, court, ~~ordinance~~ statute violated and sentence of the court.

SECTION 3: Section 10-6(c) is amended as follows:

(c) If such investigation shall prove the applicant to have been convicted of any felony which has not been sealed pursuant Criminal Procedure Law §160.57 or by other statute or court order, ~~or any misdemeanor, except a misdemeanor defined in Articles 156, 158 or 275 of~~

the Penal Law, the Environmental Conservation Law, or the Vehicle and Traffic Law, the conviction would disqualify the applicant from obtaining a license unless such a disability has been removed as provided in the Correction Law. **the applicant may still qualify for a peddling license after the Police Department has considered the factors listed below. Such determination shall be on a form prepared by the Police Department and forwarded to the Chamberlain:**

- i. **The public policy of the State of New York, to encourage employment and business activities of persons previously convicted of one or more criminal offenses; and**
- ii. **The time which has elapsed since the occurrence of the criminal offense or offenses; and**
- iii. **The age of the person at the time of occurrence of the criminal offense or offenses; and**
- iv. **The seriousness of the offense or offenses; and**
- v. **Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct; and**
- vi. **The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.**

SECTION 4: Section 10-6(e) is deleted and subsection (f) is amended as follows:

~~(e) The City Chamberlain may refuse to issue the license if, in the judgment of the City Chamberlain, either the convictions render the applicant unfit or undesirable to carry on the trade or occupation involved, or the applicant shall be an undesirable person or incapable of properly conducting the trade or occupation involved.~~

(f) Any applicant who has been denied a license ~~under Subsection (e)~~ shall be notified by mail of such rejection. Such notification shall be mailed within five business days of such rejection. The applicant shall then have 10 business days from the date of such mailing to appeal such rejection by the City Chamberlain to the Common Council. The Common Council, upon hearing the appeal by the applicant, shall approve or deny the issuance of the license.

SECTION 5. Section 10-20 of the City Code shall be amended as follows:

Section 10-20 PENALTIES.

- (a) In addition to the remedy provided in subsection 10-19, any person violating any provision of this article shall be guilty of a violation and shall be punishable by a fine of not more than \$250 or by imprisonment not exceeding 15 days, or by both such fine and imprisonment. The continuance of an offense for each twenty-four-hour period shall be deemed a distinct and separate violation. Enforcement shall be by appearance ticket returnable in Poughkeepsie City Court. Said ticket may be issued by the Building Inspector, Code Enforcement Officer, Fire Inspector, Sanitation Inspector, or any**

**officer of the City of Poughkeepsie Police Department in his or her own discretion
or based upon a signed complaint.**

SECTION 6. This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

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

BE IT FURTHER RESOLVED, that the Common Council shall hold a public hearing on said proposed Local Law and that the City Clerk shall publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER _____ :