



COMMON COUNCIL MEETING

Common Council Chambers

Monday, January 7, 2019

6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting of October 1, 2018

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

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

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

VI. MAYOR'S COMMENTS:

VII. MOTIONS AND RESOLUTIONS:

1. Resolution R19-13, approving an Inter-Municipal Agreement with the City of Poughkeepsie School District for police services.
2. SEQRA Resolution R19-14, and Sale Resolution R19-15, approving the sale of two small parcels of land off Kittredge Place to Marist College.
3. Resolution R19-16, authorizing the Mayor to renew an agreement with Dutchess County Loop for Dial-A-Ride Transportation Services.
4. Resolution R19-17, authorizing the execution of an Occupancy Permit for State owned property along the West/East Bound Arterial Highway.

VIII. ORDINANCES AND LOCAL LAWS:

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. FROM CITY ADMINISTRATOR NELSON,** a communication on the creation of a Human Resources Department.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

**RESOLUTION
(R-19-13)**

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the City of Poughkeepsie and the City of Poughkeepsie School District previously entered into an agreement whereby the City of Poughkeepsie would provide police services to the District; and

WHEREAS, that agreement expired at the end of the 2017-2018 school year; and

WHEREAS, the City and the School District have negotiated a successor agreement for the 2018-2019 school year; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into an agreement with each other in order to provide cooperatively, jointly and by contract any facility, service, activity or undertaking which each participating municipal corporation has the power to provide separately; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby authorizes the Mayor to execute the attached Inter-municipal Agreement in form and substance as attached hereto.

SECONDED BY COUNCILMEMBER _____.

**INTERMUNICIPAL AGREEMENT FOR
POLICE SECURITY SERVICES
(Poughkeepsie City School District)**

THIS AGREEMENT is made as of the 7th day of Nov, 2018 by and between the City of Poughkeepsie, a municipal subdivision of the State of New York, maintaining its offices at 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter referred to as the "City;" and City of Poughkeepsie School District, a governmental subdivision maintaining its offices at 55 College Avenue, Poughkeepsie, New York 12601, hereinafter referred to as the "School District."

WHEREAS, the City has and maintains a Police Department (here referred to as the "Department"); and

WHEREAS, among its purposes and obligations, part of the Department's mission is to protect and to serve the health, safety and welfare of the community and to create and maintain a feeling of security within the community of the City of Poughkeepsie; and

WHEREAS, the School District desires the presence of a police officer at district schools for the purpose of providing security for the benefit of its administration, employees, students and the community at large; and

WHEREAS, the City and the School District are entitled to enter into intermunicipal agreements for the purpose of furthering such purposes and to enter into agreements for compensation to defray the costs of such services; and

WHEREAS, the School District desires to enter into such an agreement for such services to be provided by the City of Poughkeepsie Police Department.

NOW, THEREFORE, in consideration of mutual covenants herein contained and pursuant to the authority vested in them by Article 5-G of the General Municipal Law, it is hereby agreed as follows:

1. SERVICES PROVIDED BY THE DEPARTMENT. The Department shall furnish uniformed officers for the purposes of providing safety and security, on an as needed basis at the request of the Superintendent to the Chief of Police;

a) The uniformed officers shall, at all times and for all purposes, remain employees of the City. Decisions regarding employment, discipline or termination of a uniformed officer shall be made solely by the City. The officers shall not be employees of the

School District for any purpose, including but not limited to, the application of the Fair Labor Standards Act, provisions related to minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, the New York State Unemployment Insurance Law. The School District shall not be liable for obligations, if any, incurred by the City for unpaid wages or overtime premiums.

b) If required by the School District, the officer assigned shall sign-in and sign-out at each location as the School District shall designate for such purpose.

c) The City warrants and represents that its officers shall submit fingerprints, unless already on file with and available for use by the New York State Division of Criminal Justice Services (DCJS), and be criminally cleared by the New York State Education Department (NYSED) to have direct, in-person, face-to-face communication and interaction with the School District's students, in accordance with applicable law (namely NY Education Law §2503(18), §3035, and 8 NYCRR §87.2(k)(1)(ii)). Fingerprinting costs (if any) and criminal clearance costs shall be paid or reimbursed to the City by the District.

2. **AUTHORITY OF PERSONNEL.** The police officer shall at all times be under the exclusive authority and control of the Department, subject to direction by the School District administrators with respect to such matters as patrol location and insuring compliance with School District policies;

3. **INDEMNIFICATION** a) the School District agrees to hold the City and the City of Poughkeepsie Police Department harmless from and indemnified against any and all liabilities, injuries and/or damages sustained, in whole or in part, as the result of any negligent acts or omissions of the School District, its agents, servants, employees, invitees and students committed at any time during which the Department is acting in the performance of its duties pursuant to the agreement.

b) the City agrees to hold the School District harmless from and indemnified against any and all liabilities, injuries and/or damages sustained, in whole or in part, as the result of any negligent acts or omissions of the Department and of its officers committed at any time during which the Department is acting in the performance of its duties pursuant to the agreement.

4. **INSURANCE.** The City shall: (a) purchase and maintain comprehensive general liability, professional liability, and other such insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as is appropriate, for the Services being performed and furnished hereunder; (b) maintain errors and omissions insurance with minimum policy limits of \$1, 000,000 per occurrence and \$2,000,000 aggregate during the term of this

Agreement; and (c) provide protection from and against claims for damages due to bodily injury, sickness, death, and property damage, including the loss of use resulting therefrom, which arise from the Services being performed and furnished hereunder. The City shall, prior to performing Services hereunder, deliver to the School District, a certificate of insurance that evidences that such insurance naming the School District as the insured party is in full force and effect, and shall maintain such insurance throughout the term of this Agreement.

5. **NON-DISCRIMINATION.** The City shall not discriminate against any School District students, or agents, officers, or employees on the basis of age, gender, color, creed, disability, national origin, sexual orientation, or any other class protected by law.

6. **STUDENT RECORDS.** The City's Officers shall be provided access by the School District to confidential student education records and/or personally identifiable information obtained therefrom, to the extent that such records and/or information are needed by an officer in connection with an emergency, namely if knowledge of the information is necessary to enable the officer to protect the health or safety of the student or other individuals, including but not limited to other students, school personnel or members of the school community. If confidential student records and/or personally identifiable information obtained therefrom are needed, but no emergency exists, the records and/or information (as applicable) may be disclosed to an officer only upon the issuance of a search warrant or subpoena to produce the record(s), or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA -- 20 USC §1232g; 34 CFR Part 99). Nothing in this Agreement shall be deemed to preclude an Officer from utilizing for a proper law enforcement purpose, personally identifiable information about a student that was not obtained from the student's education record.

7. **BILLING SERVICES.** The City authorizes the Department to maintain an efficient process for keeping records of its services rendered in the performance of the Agreement and to provide to the School District detailed statements for the charges to be reimbursed to the City, payment for which shall be promptly made after audit.

8. **COMPENSATION FOR SERVICES.** Subject to the further terms and provisions of this paragraph, the School District shall compensate the City for each hour of officer service at the rate of \$60 per officer hour.

a) There shall be a four (4) hour minimum charge;

b) Service may be canceled at the option of the School District provided, however, that compensation shall be payable for each cancellation unless notice of cancellation is given by the School District to the Department in person or by telephone at least two (2) hours prior to the start time of the event for which service has been canceled;

c) If for any reason service is canceled after the start time of an event, compensation shall be payable for the officer's actual service time or for the four (4) hour minimum charge referred to above, whichever is greater.

d) Invoices shall be submitted to the School District on a monthly basis. Such invoice shall include the actual days or parts of days worked, and any other information necessary to effect payment. The School District shall forward payment of any undisputed amount within thirty (30) days of the receipt of the invoice.

9. TERM. This agreement shall be for the period commonly referred to as the School District's 2018-2019 academic school year, unless sooner terminated or amended pursuant to the terms and provisions of this Agreement.

10. NO ASSIGNMENT. Neither party may assign this Agreement nor shall either party assign any of its obligations to perform hereunder, it being the understanding and agreement between the parties that this Agreement and the services and other obligations to be performed hereunder constitute a contract with the municipal government for specialized services.

11. NOTICES. Except as set forth in paragraph 5(b), any notices required to be given to the parties pursuant to the Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed, in the case of the City to the Chief of Police of the City of Poughkeepsie Police Department and to the Mayor of the City of Poughkeepsie, and, in the case of the School District, to the office of the Superintendent, at the addresses set forth at the beginning of this Agreement.

12. EARLY TERMINATION. (a) In the event that the parties shall have problems or disagreement with respect to the services to be performed pursuant to the Agreement, the parties agree that they shall undertake reasonable efforts to bring such difficulty to the attention of the other and to compromise such difficulties between themselves and/or in conference with their respective attorney and in the event that the parties cannot reach a satisfactory compromise or resolution, then it is represented and agreed that each party to the Agreement has reserved the right to terminate this Agreement upon not less than thirty (30) days written notice to the other party and, upon the giving of such notice, the date set forth in such notice shall be deemed to be the termination date.

(b) Nothing in the foregoing Agreement shall be deemed to limit, restrict or otherwise impair the obligations that the respective parties have to the persons and/or property within the governmental units which they serve and, consistent with such

representation, each of the parties shall be entitled to terminate this Agreement immediately in the event that its performance adversely affects the public health, safety and or welfare.

13. COMPLIANCE WITH LAWS. This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the City of Poughkeepsie Police Department and shall be governed by the laws of the State of New York.

14. INVALIDITY OF PROVISIONS. If any provision of the Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

15. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or any authorized representative of each party.

16. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of the Agreement.

18. DISPUTES. Claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to the Agreement or breach thereof, shall be subject to and decided in accordance with the laws of the State of New York, and any such claims or causes arising out of or in connection with the Agreement shall be commenced in Supreme Court of the State of New York in Dutchess County.

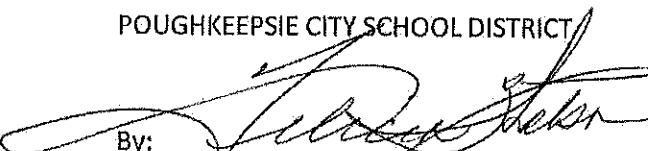
19. RATIFICATION. This Agreement is subject to the approval of the School District's Board of Education and the City of Poughkeepsie Common Council.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first written above.

CITY OF POUGHKEEPSIE

POUGHKEEPSIE CITY SCHOOL DISTRICT

By: 
Robert G. Rolison
Mayor

By: 
Dr. Felicia Watson
President of the Board

The foregoing Agreement was approved by the Common Council of the City of Poughkeepsie on _____, 2018 and by the Board of Education of the Poughkeepsie City School District on November 7, 2018.

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R19-14)**

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at 173 Kittredge Place and an additional unnumbered parcel identified as Tax Map No.: 6062-02-835560 and more particularly described in Exhibit "A" and Exhibit "B"; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

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

sufficient information; and

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

SECONDED BY COUNCILMEMBER _____.

RESOLUTION
(R-19-15)

INTRODUCED BY COUNCILMEMBER _____ :

WHEREAS, the City of Poughkeepsie (5/8th interest) and Town of Poughkeepsie (3/8ths interest) are the joint owners of a parcel known as 173 Kittredge Place and more particularly known as Tax Map No.: 6062-02-818562 and the City of Poughkeepsie is the owner of an unnumbered parcel on Kittredge Place more specifically known as Tax Map No.: 6062-02-835560 (collectively the, "Properties"); and

WHEREAS, the City of Poughkeepsie has received an offer from Marist College to purchase a portion of the Properties more particularly described in Exhibit "A" which is attached hereto (the, "Parcel") for the purpose of expanding the college's recreational facilities; and

WHEREAS, the city is desirous of selling this Parcel to Marist College or its realty subsidiary, by quit claim deed; and

WHEREAS, Marist College has offered to purchase the Parcel for \$72,867 and the Common Council has determined that to be fair and just compensation; and

WHEREAS, the Common Council hereby finds that the sale of the Parcel is in the best interests of the City of Poughkeepsie to approve such offer so that the premises may be returned to the tax rolls; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the offer from Marist College or its realty subsidiary to purchase a portion of the City's interest in 173 Kittredge Place (6062-02-818562) and a portion of an unnumbered parcel identified as Tax Map No.: 6062-02-835560 more particularly described in Exhibit "A" and "B" attached hereto in the City of Poughkeepsie for the sums of \$72,867 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that this sale is approved subject to the following conditions:

- A. the conveyance of title and the payment of the purchase price shall take place within thirty days of the date of this resolution, unless the**

Corporation Counsel shall grant such extension as he/she deems appropriate;

- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;**
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record;**
- D. Purchasers agree that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and**

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract for the above mentioned transaction provided such contract contains the terms contained herein together with such other terms and conditions which the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER_____:

Michael A. Dalbo
Land Surveyor, P.C.
19 Shadow Lane
Poughkeepsie, N.Y. 12601

June 21, 2018

Survey Description
Easement to be granted from the
City of Poughkeepsie & Town of Poughkeepsie
to
Marist College

All that parcel of land situate in the Town of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

Beginning at a point marking the northeast corner of the lands of the City of Poughkeepsie and the Town of Poughkeepsie, described in Liber 1377 of Deeds at Page 333; thence running along the division line between the lands of Marist College and the last mentioned lands, S03°47'46"E 342.97' to the northwest corner of the lands of City of Poughkeepsie, described in Liber 1397 of deeds at Page 533; thence continuing along the westerly line of the last mentioned lands, S03°47'46"E 77.22' to the southernmost corner of the herein described easement; thence running into, across and through the aforementioned lands of the City & Town of Poughkeepsie, described in Liber 1377 of Deeds at Page 333, N28°36'22"W 238.32' and N03°47'46"W 197.00' to the northwest corner of the herein described easement parcel, at a point on the northerly line of the last mentioned lands; thence continuing along the division line between the lands of Marist College and the lands of the City & Town of Poughkeepsie, N82°16'45"E 100.24' to the point of beginning.

Michael A. Dalbo
Land Surveyor, P.C.
19 Shadow Lane
Poughkeepsie, N.Y. 12601

June 21, 2018

Survey Description
Easement to be granted from the City of Poughkeepsie
to
Marist College

All that parcel of land situate in the Town of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

Beginning at a point marking the northeast corner of the lands of the City of Poughkeepsie, described in Liber 1397 of Deeds at Page 583; thence running along the division line between the lands of Marist College and the last mentioned lands, S03°47'46"E 135.00', S53°47'46"E 124.47' and S00°49'46"E 140.00' to the southeast corner of the herein described easement parcel; thence running into, across and through the aforementioned lands of the City of Poughkeepsie, S89°10'14"W 38.37' to the southwest corner of the herein described easement parcel, N00°49'46"W 117.69', N53°47'46"W 119.00' and N28°36'22"W 89.89' to a point on the westerly line of the lands of the City of Poughkeepsie; thence running along the westerly line thereof, and along the easterly line of the lands of the City and Town of Poughkeepsie, N03°47'46"W 77.22' to the northwest corner of the herein described easement parcel, and the northwest corner of the aforementioned lands of the City of Poughkeepsie; thence continuing along the division line between the lands of Marist College and the land of the City of Poughkeepsie, N86°12'14"E 73.00' to the point of beginning.

Sketch Map
Showing Easement
to be granted to
Marist College
from
The City of Poughkeepsie
and
The City and Town of Poughkeepsie

Date: May 31, 2018
Revised June 21, 2018

Lands of
Marist College
Parcel Number:
134689-6062-02-870603

Lands of
City of Poughkeepsie
and
Town of Poughkeepsie
Liber 1377 Page 333

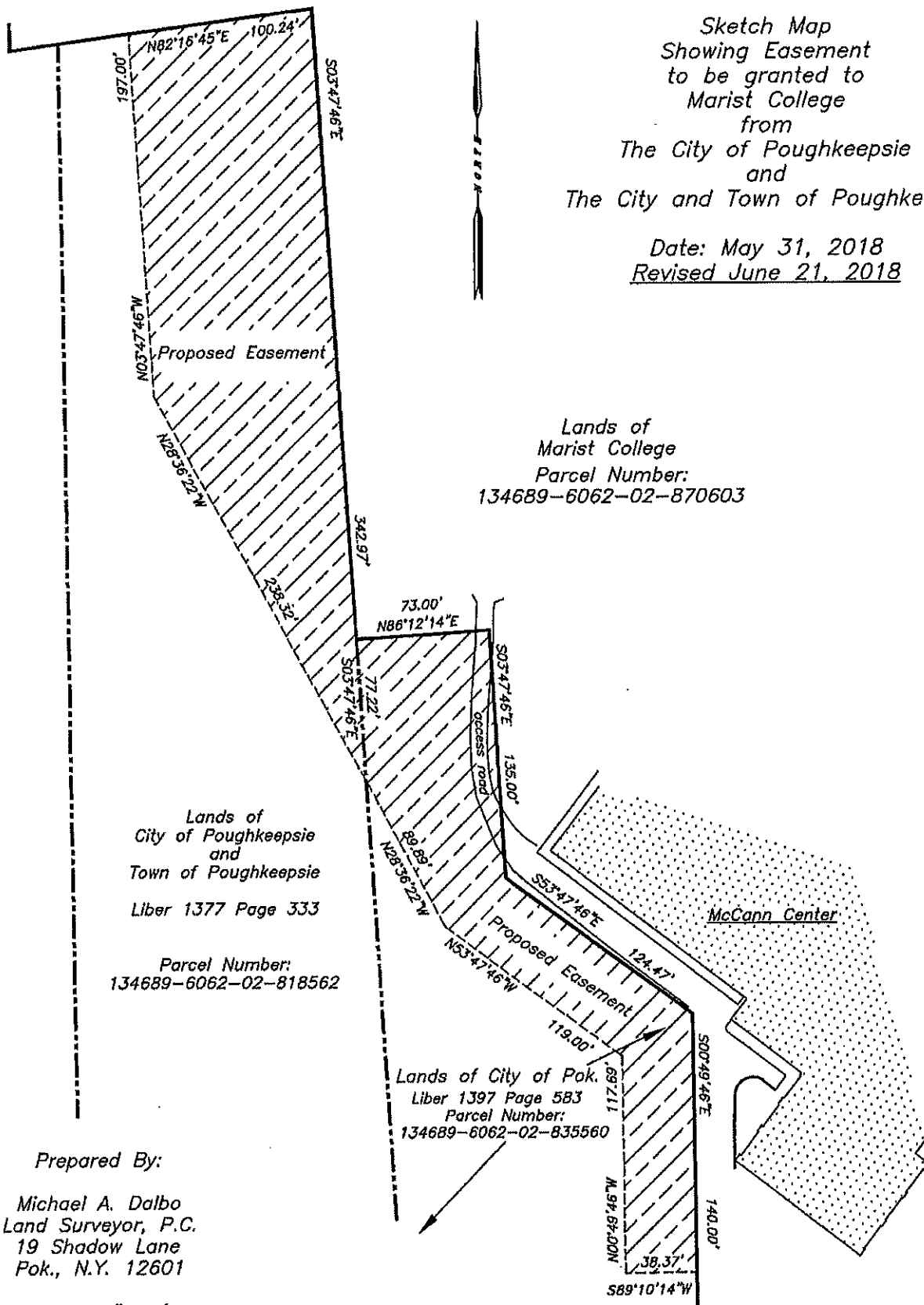
Parcel Number:
134689-6062-02-818562

Lands of City of Pok.
Liber 1397 Page 583
Parcel Number:
134689-6062-02-835560

Prepared By:

Michael A. Dalbo
Land Surveyor, P.C.
19 Shadow Lane
Pok., N.Y. 12601

Scale: 1"=75'





ACKERLY & HUBBELL APPRAISAL CORP.

APPRAISAL REVIEW

CLIENT (INTENDED USERS): Paul Ackermann
City of Poughkeepsie
Corporate Council
62 Civic Center Plaza
Poughkeepsie, NY 12601

PROJECT: **Easement to Marist College**
Property of the Town of Poughkeepsie
173 Kittredge Place
Town of Poughkeepsie
Dutchess County, New York

REVIEW APPRAISER: Grant Ackerly, MAI, AI-GRS, CCIM

DATE OF REVIEW: October 19, 2018

The review is performed for the client, City of Poughkeepsie. The use is to satisfy due diligence requirements.

The purpose of this appraisal review is for the reviewer to render an independent opinion about the quality of the work and to determine whether the report under review adhered to generally accepted professional appraisal standards, the clients standards and the reporting guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP 2018-2019) and whether or not the analyses, opinions and conclusions of the appraiser are appropriate and reasonable given the scope of work applicable in the assignment and develop reasons for any disagreement.

SUBJECT PROPERTY: The subject property is a 0.0783-acre portion of a larger 5.20-acre property that is located at 173 Kittredge Place and identified by parcel ID#6062-02-818562.

The property is improved with a municipal sewer plant.

Acquisition Map / Parcel and size / description

Permanent Easement: Located in the northeast portion of the site for the purpose of establishing buffers

Temporary Easements: None

INTEREST APPRAISED: Permanent easement

APPRAISAL REPORT DATE: **not explicitly defined** - although the date of certification and letter of transmittal is August 15, 2018

EFFECTIVE DATE OF APPRAISAL: August 14, 2018

APPRAISAL UNDER REVIEW: By McGrath and Company, Inc. – signed by Gerald M. Carey with no assistance per the certification

APPRAISAL FORMAT: Appraisal Report – Former summary format

CLIENT AND INTENDED USER: Marist College

SCOPE OF THE REVIEW: The appraiser received a signed copy of the appraisal report. The report was read thoroughly and mathematical calculations verified. This review did not include the development of any opinion of value of the subject property. A drive-by inspection of the subject and of the comparable sales was performed on October 10, 2018 unless familiar with any of the comparable sales from prior field work and prior assignments. I accepted all the subject property and comparable property information in the appraisal under review as accurate (unless otherwise noted) and used this information to determine if the conclusions stated in the appraisal are reasonable and appropriate.

Extraordinary Assumption: The review is premised on the extraordinary assumption that the property description and all data information provided in the appraisal report under review are accurate. If this assumption is found to be false, it may affect the results of my review.

The appraisal under review employs no extraordinary assumptions or hypothetical conditions. Stated in the report is that the improvements are ignored and only the land is appraised.

Standards Rule 3-1 Review Appraiser Queries

- | | | |
|---|--|---|
| I. Adequacy and relevance of the data with appropriate adjustments: | ☒ Satisfactory | ☐ Unsatisfactory |
| II. Appropriateness of the appraisal methods and techniques used: | ☒ Satisfactory | ☐ Unsatisfactory |
| III. Correctness and appropriateness of the analysis, opinions, and/or conclusions: | ☒ Satisfactory | ☐ Unsatisfactory |
| IV. Special market risks identified that the user should be aware of? | ☒ Satisfactory | ☐ Unsatisfactory |

Permanent Easement

The easement taking covers a portion of a larger parcel improved with a municipal sewer plant.

For the easement value, the subject property's per unit land value (\$1.75 per sq. ft.) was multiplied by the square foot area of the taking to arrive at the total market value of \$53,995. This is further multiplied by 25% for the permanent easement interest and given the location of the subject portion and overall utility being less than the other portions of the site which are level and improved. The market value to the permanent easement is \$13,499, which is mathematically correct.

Site improvements

No site improvements in the area of the easement are noted.

Consequential & Severance Damages

There are no consequential or severance damages as the easement on the subject property "does not impact the improvements". This is stated in the appraisal.

REVIEWER'S CONCLUSION

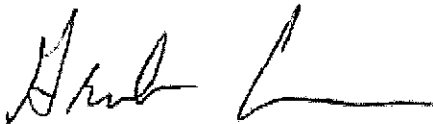
There appears to be no major errors or inconsistencies within the appraisal report. The appraiser uses a Sales Comparison Approach only as is appropriate for vacant land. Four sales are utilized in the analysis and states that these are considered most reliable in estimating the value of the subject. The sales are adjusted for salient characteristics in a consistent manner, although they are not described in detail. An estimate of exposure time as required by USPAP is included in the appraisal. Although not necessary to the value conclusion, USPAP requires the appraiser to state why certain approaches to value are not used. In this case since the subject is vacant, unused land, only the sales approach is relevant.

Based upon my review, the appraisal appears reasonable and credible with no items influencing value to address. I accept the methodology and conclusions but I have not rendered my own opinion of value and have not performed my own analysis.

CERTIFICATION

I certify, to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. I have performed an appraisal review regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
9. My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
10. I have made a personal inspection of the subject of the work under review.
11. No one provided significant appraisal or appraisal review assistance to the person signing this certification.
12. Use of the report is subject to the professional requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Grant Ackerly, MAI, AI-GRS, has completed the requirements of the continuing education program of the Appraisal Institute.



Grant Ackerly, MAI, AI-GRS, CCIM
State Certified General Real Estate Appraiser No. 46...46551

ADDENDA



VIA EMAIL

September 11, 2018

Paul Ackermann, Esq.
Corporation Counsel
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Telephone: (845) 451-4065
Email: packermann@cityofpoughkeepsie.com

Re: Kittredge Place; City and Town of Poughkeepsie, Dutchess County, NY

**APPRAISAL REVIEW SERVICES CONTRACT
"ENGAGEMENT LETTER"**

Dear Mr. Paul Ackermann:

This contract is an agreement between Ackerly & Hubbell Appraisal Corp. (APPRAISER) and the City of Poughkeepsie (CLIENT). Payment is not contingent upon arriving at a particular value.

The subject properties are as follows:

- Kittredge Place identified by Parcel Grid# 6062-02-818562; City of Poughkeepsie – a 5.2-acre parcel improved with a sewer facility
- 173 Kittredge Place identified by Parcel Grid# 6062-02- 835560; City/Town of Poughkeepsie – a 2.5-acre parcel improved with a sewer facility

APPRAISER agrees to conduct a scope of services that includes:

- An Independent Appraisal Review of each appraisal report done by McGrath & Company, Inc. which will comply with technical requirements of USPAP, include reviewing the methodology and approaches to value to render a conclusion about the appropriateness of the data used and reasonableness of the stated compensation. All data within the appraisal reports under review is assumed accurate and the subject details provided in the report are expected to reflect an accurate description of the subject property.
- The field work would include a drive-by inspection of the subject properties and comparable sales.
- Two Appraisal Review Reports will be provided.

ACKERLY & HUBBELL APPRAISAL CORP.

1072 Main Street · Fishkill · NY · 12524 · Phone: 845-454-6525 · Email: info@rphubb.com

The intended use is to aid the client in satisfying a requirement of the acquisition project.

CLIENT agrees to remunerate APPRAISER fees of:

- Two separate review appraisal reports – \$ _____ in total

An invoice will be provided upon completion and delivery of the report. Payment must be satisfied within 30 days of receipt of invoice date.

Delivery of the reports will be 30 days (unless otherwise agreed upon).

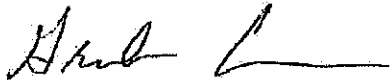
In the event that any payment is not paid when due, CLIENT shall pay all expenses of collection, including, but not limited to, court costs and attorneys' fee.

Thank you for the opportunity of presenting this contract for your consideration.

If the contract meets with your approval, please execute and return a signed original, the required retainer and any requested data.

Respectfully submitted:

ACKERLY & HUBBELL APPRAISAL CORP.

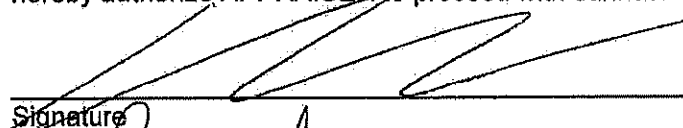


Grant Ackerly, MAI, AI-GRS, CCIM
President
State Certified General Real Estate Appraiser No. 46,46551

GP/wp

AUTHORIZATION TO PROCEED

I agree to the terms and conditions of the Appraisal Service Contract set forth herein, and hereby authorize APPRAISER to proceed with said services.



9/11/14
Date

Paul Ackermann
Printed Name

Corporation Counsel
Title

Person to contact for inspection

Phone number



ACKERLY & HUBBELL APPRAISAL CORP.

QUALIFICATIONS OF GRANT P. ACKERLY

PROFESSIONAL EXPERIENCE

President, Ackerly & Hubbell Appraisal Corp.

Engaged exclusively in real estate appraisal and valuation since 2003. Responsible for driving revenue, company growth and managing the commercial appraisal operation including mentoring and guidance of appraisal staff, report preparation and review.

Founder, Campground Valuation: Specializing in the appraisal of RV Parks and Campgrounds throughout the Northeast.

PROFESSIONAL DESIGNATIONS

MAI - Appraisal Institute

AI-GRS – Appraisal Institute

CCIM - Certified Commercial Investment Member; CCIM Institute

CERTIFICATION and LICENSES

New York State Certified General Real Estate Appraiser No. 46000046551

Pennsylvania Certified General Real Estate Appraiser No. GA004106

Florida Certified General Real Estate Appraiser No. RZ3772

Maine Certified General Real Estate Appraiser No. CG3518

Qualified General Real Estate Appraiser for NYS Department of Transportation

Qualified New York State Real Estate Appraisal Instructor

Approved Affordable Housing Market Analyst: New York State

MEMBERSHIPS

Appraisal Institute, member #445564

Mid-Hudson Chapter of the Appraisal Institute: President 2015-2016; Vice President 2013-2014;

Treasurer 2011- 2012, Board of Directors 2008-2010; 2017 - present

CCIM, member #19121

Campground Owners of New York

National Association of RV Parks and Campgrounds

New Jersey Campground Owners Association

Northeast Campground Association

Pennsylvania Campground Owners Association

Florida Association of RV Parks and Campgrounds

New York State Association of Affordable Housing

New York State Association of Realtors

National Association of Realtors

GENERAL EDUCATION

State University of New York at New Paltz, B.A. Economics

PROFESSIONAL EDUCATION

Appraisal Institute:

Module Level One: *Appraisal Principles, Course 110, 2003; Appraisal Procedures, Course 120, 2003; Uniform Standards of Professional Appraisal Practice, Course 410, 2003; Basic Income Capitalization, Course 310; 2003; AQ-1, Fair Housing, Fair Lending and Environmental Issues, 2003*

Module Level Two: Business Practices and Ethics, Course 420, 2003; Advanced Income Capitalization, Course 510; 2004; Highest and Best Use and Market Analysis, Course 520, 2005; Advanced Cost and Sales, Course 530, 2005; Report Writing and Valuation Analysis, Course 540, 2005; Advanced Applications, Course 550, 2006

Seminars attended:

Appraisal Institute: "Evaluating Commercial Construction", 2004
Appraisal Institute: "Marina Valuation Overview", 2013

Continuing Education:

Appraisal Institute: "Introduction to GIS Applications, 2008; Small Hotel/Motel Valuation, 2008, GIS Applications, 2008; "The Discounted Cash Flow Model, 2009; "Site use and Valuation Analysis", 2010; "The Lending World in Crisis-What Clients Need Their Appraisers to Know Today.", 2010; "Commercial Appraisal Engagement and Review", 2012; "Fundamentals of separating Real Property, Personal Property and Intangible Value.", 2012, "Condemnation Appraising: Principles & Applications", 2012; "Commercial Bankruptcy, workouts and the Valuation Process", 2013; "Carving Out Your Legal Niche: Do's and Don'ts of Litigation Support", 2013; "Fundamentals of Going Concerns", 2014, "Business Practices and Ethics", 2014; "Improving Appraisal Reports used for Financing Institutions – Strategies from Reviewers", 2015; "Raising the Bar: Complex Properties a Risk-Based Approach to Allocations and Investment", 2015; "Review Theory – General", 2016

CCIM Institute:

C101: Financial Analysis for Commercial Investment Real Estate Analysis: 2009
C102: Market Analysis for Commercial Investment Real Estate: 2010
C103: User Decision Analysis for Commercial Investment Real Estate: 2010
C104: Investment Analysis for Commercial Real Estate: 2011

Speaking engagements:

2016 CONY Annual Exposition for the Outdoor Hospitality Industry
2016 Northeast Conference on Camping



**RESOLUTION
(R-19-16)**

INTRODUCED BY COUNCILMEMBER _____ :

WHEREAS, Article 5G of the General Municipal Law encourages cooperation between municipalities and allows for contributory funding; and

WHEREAS, the Dutchess County Department of Office for the Aging has run a joint service transportation system for various municipalities which service provides free door to door transportation for Senior Citizens and Handicapped individuals to a number of locations through Dutchess County; and

WHEREAS, the City of Poughkeepsie is desirous of entering into an agreement in order to continue the transportation service to those eligible in the City; and

NOW, THEREFORE,

BE IT RESOLVED, that the terms of the Intermunicipal Agreement providing for the delivery of Dial-A-Ride services attached hereto are hereby approved; and be it further

RESOLVED, that the Mayor and the City Administrator are hereby authorized to execute this Agreement and to do all things necessary and convenient to give full effect to this Resolution.

SECONDED BY COUNCILMEMBER _____ .



EXTENSION AND AMENDMENT TO AGREEMENT

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

WITNESSETH:

WHEREAS, the parties hereto made and entered into an agreement DATED February 3, 2017 (County Contract No. 17-0039-12/17-PT), for the Municipality to provide contributory funding to the County for the Dial-A-Ride public transportation system, and

WHEREAS, the parties desire to extend and amend said agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 17-0039-12/17-PT dated February 3, 2017, is hereby further extended and amended upon the following terms and conditions.

1. Paragraph "2" entitled "TERM OF AGREEMENT" shall read as follows:

This Agreement shall be effective January 1, 2019 and shall terminate on December 31, 2019, unless otherwise terminated as set forth herein.

2. Paragraph "4" entitled "PAYMENT" shall read as follows:

The Municipality will pay to the County, Pursuant to a signed voucher submitted to the Municipality, payments according to the schedule of collections attached hereto, made a part hereof and marked Exhibit "B". Payments by the Municipality will not exceed \$57,960.00.

3. Paragraph "6" entitled "NOTICE" shall be amended in part as follows:

FOR THE COUNTY:

Robert H. Balkind, Commissioner
Dutchess County Dept. of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12601
(email: rbalkind@dutchessny.gov)

Anne Marie Smith, Esq.
Senior Assistant County Attorney
Dutchess County Attorney's Office
22 Market Street, 5th Floor
Poughkeepsie, NY 12601
(email: amsmith@dutchessny.gov)

Michael Grattini, County Transit Administrator
Dutchess Count Department of Public Works – Public Transit Division
14 Commerce Street
Poughkeepsie, NY 12601
(email: mgrattini@dutchessny.gov)

4. Paragraph “9” entitled “Extension” shall read as follows:

This contract may be extended for two (2) additional one (1) year terms, upon such terms and conditions as the parties may agree.

5. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 20____.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

CITY OF POUGHKEEPSIE

Robert H. Balkind, P.E.
Commissioner of Public Works

By: _____

Print Name and Title

APPROVED AS TO CONTENT:

Public Translt

EXHIBIT B-1
DIAL-A-RIDE TRANSPORTATION
2018 MUNICIPALITY PAYMENT / SERVICE SCHEDULE

Day	City of Poughkeepsle
Monday	X
Tuesday	X
Wednesday	X
Thursday	X
Friday	X

Rate per day: \$ 230.00

City of Poughkeepsle

Day	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment
Monday	11	\$ 2,530.00	12	\$ 2,760.00	12	\$ 2,760.00	13	\$ 2,990.00	48	\$ 11,040.00
Tuesday	13	\$ 2,990.00	13	\$ 2,990.00	13	\$ 2,990.00	12	\$ 2,760.00	51	\$ 11,730.00
Wednesday	13	\$ 2,990.00	13	\$ 2,990.00	12	\$ 2,760.00	13	\$ 2,990.00	51	\$ 11,730.00
Thursday	13	\$ 2,990.00	13	\$ 2,990.00	13	\$ 2,990.00	12	\$ 2,760.00	51	\$ 11,730.00
Friday	13	\$ 2,990.00	13	\$ 2,990.00	13	\$ 2,990.00	12	\$ 2,760.00	51	\$ 11,730.00
Totals:	63	\$ 14,490.00	64	\$ 14,720.00	63	\$ 14,490.00	62	\$ 14,260.00	252	\$ 57,990.00

Dial-A-Ride scheduling may implement a cooperative schedule for all Dial-A-Ride trips. This cooperative scheduling will not affect each municipality's users except to increase the number of trips per day available to each participant. This cooperative schedule will not incur any additional costs to the participating municipalities.

RESOLUTION
(R-18-17)

INTRODUCED BY _____:

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby authorizes the Mayor to execute an Occupancy Permit with the New York State Department of Transportation for an approximate 5000 s.f. parking lot and an approximate 1,000 s.f area containing the "Poughkeepsie" sign located at the intersection of the Eastbound Arterial Highway and the Westbound Arterial Highway in form and substance as attached hereto.

SECONDED BY _____.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
PERMIT FOR USE OF STATE-OWNED PROPERTY**

PIN: 81936

Property Location: WB & EB Poughkeepsie Arterial Merge, Reference Marker 44-100.6

Project: Poughkeepsie East-West Arterial, Section 2

Map No(s): 27, 28, 29, 33, 34, 41 Parcel No(s): 27, 28, 29, 33, 34, 41

County: Dutchess Town/City/Village: City of Poughkeepsie

THIS PERMIT, made this _____ day of _____, 20____ between:

**City of Poughkeepsie
P.O. Box 300, Civic Center Plaza
Poughkeepsie, NY 12602**

hereinafter referred to as "Permittee", and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the State",

WITNESSETH:

WHEREAS the State is the owner of or has maintenance and jurisdiction over the above identified property, hereinafter referred to as "property" or as "premises"; and

WHEREAS the Permittee wishes to use and occupy said property;

NOW, THEREFORE, the State hereby grants this permit to the Permittee, subject to the following covenants and conditions:

1. Property description and use: 5,000± s.f. for a parking lot and 1,000± s.f. for a 30' x 1' sign, flagpole, landscaping, and a 15' x 18' ship sculpture, as depicted on the sketch attached hereto and made a part hereof. The property covered by this permit shall be used only for above described use and for no other purpose whatsoever.
2. The fee to be charged shall be: **\$1 payment waived per year** beginning December 1, 2018.
3. Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:

New York State Department of Transportation
Revenue Unit, POD 5-2
50 Wolf Road
Albany, NY 12232

4. The Permittee understands and agrees that if the full amount of the fee as stated herein is not paid within thirty (30) days from the date billed as indicated on the billing invoice, interest penalties and collection fees will be imposed under the provisions of Section 18 of State Finance Law.
5. The Permittee understands and agrees that the fee charged by the State may periodically be updated to reflect fair market value and the Permittee will enter into a new permit for the new fee if the Permittee wishes to remain in occupancy. Failure to execute a new permit will require Permittee to immediately vacate the premises.

6. The Permittee acknowledges the State's right to collect a security deposit. This sum will be retained as security to ensure faithful performance of the permit and compliance with all terms by the Permittee. The State hereby acknowledges receipt of check number N/A in the amount of \$N/A received on N/A by N/A.
7. This permit supersedes the permit numbered 81936 issued to City of Poughkeepsie in the amount of \$1 payment waived per year and approved by the Director, Office of Right of Way on 8/26/97.
8. Permittee, at the Permittee's expense and for the term of the permit, shall furnish and show evidence of General Liability Insurance coverage issued by an insurance carrier licensed to do business in the State of New York for the protection of the State of New York and Permittee against any claims, suits, demands or judgments by reason of bodily injury, including death, and for any claims resulting in property damage occurring on or in proximity to the permit area.

Such General Liability Insurance shall be in the amount no less than \$2,000,000.00 (combined property damage and/or bodily injury, including death) single limit per occurrence, and shall name the People of the State of New York as an additional insured.

The Permittee will furnish the State with a certificate of insurance, with a thirty (30) day(s) prior written notice of any cancellation or major change in the policy conditions. The Permit shall be voided if insurance is cancelled, modified or lapses.

Approval of this permit shall be contingent upon receipt, by the State, of a copy of a properly executed insurance certificate.
9. Permittee is responsible for any repairs, improvements or maintenance work of any kind on the property at Permittee's expense. The State may, at any time, periodically inspect the premises to determine whether same is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary, or defective conditions exist.
10. Permittee hereby agrees to admit State representatives and prospective purchasers or Permittees to examine these premises during reasonable business hours.
11. Permittee shall not place or store, or allow others to place or store, any flammable, explosive, hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as "junk" within the permit area, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this permit. Failure to comply with this provision may result in a ten (10) days written notice of cancellation of the permit in accordance with Provision 16 of the permit. The Permittee is responsible for the removal of these materials and/or all expenses incurred in their removal.
12. All arrangements of services for utilities, removal of garbage, rubbish, litter, snow and ice will be made by the Permittee at the Permittee's expense, unless hereafter specified. The State shall have no responsibility to provide any services not specifically set forth in writing herein. Permittee shall comply with all local and State building standards/codes in the installation or repair of any utilities including but not limited to electricity and plumbing. Permittee is responsible for keeping and maintaining the premises in a safe and clean condition, for the regular and prompt removal of garbage, rubbish, litter, snow and ice. Permittee shall be responsible for preventing damages to the plumbing system and premises caused by lack of heat or water damage from leaks.
13. Permittee is responsible to maintain the occupancy in compliance with any and all applicable local, State, and Federal laws, ordinances, codes, rules and regulations affecting the use of the property. Permittee shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct or allow any use or activity on the premises which may require a permit or other

approval by a government agency without having lawfully obtained such permit or approval.

14. The parties acknowledge that this instrument is not a lease but is merely a permit to occupy and use, and therefore a landlord-tenant relationship is not hereby created; and further, that since this is not a lease, Section 5-321 of the General Obligations Law does not apply to this permit to the extent permitted by law.
15. The State shall have no responsibility whatever for the loss or destruction of any improvements made by the Permittee or for personal property stored or being used on the premises.
16. This permit shall be renewed automatically for successive terms of one month each unless canceled by either party. Cancellation by the State requires thirty (30) days written notice, except for cause, in which event cancellation can be effected on ten (10) days written notice. Permittee may cancel this permit by giving thirty (30) days written notice.
17. Permittee shall not sublet the premises nor assign or transfer the permit to any other parties in part or in whole without the prior written consent of the State. Failure to comply with this provision may result in ten (10) days written notice of cancellation of the permit by the State, and the State may immediately take possession and terminate all rights of the Permittee as of such moment.
18. It is understood and agreed by and between the parties that the Permittee will () will not (X) be entitled to any relocation benefits provided under State and Federal law.
19. Permittee agrees and understands that the State is under no obligation to sell the property to the Permittee and that no commitment, express or implied, is made by the State to give the Permittee any preemptive right of purchase.
20. Upon cancellation of the permit by either party, the permit area must be restored to its original condition and should the permittee fail to restore the site, the Permittee shall reimburse the State for any and all costs incurred by the State for the restoration of the permit area. This provision may be waived or modified with prior written consent from the State.
21. The Permittee shall not place advertising or sponsorship signs in the permit area without the express written consent of the New York State Department of Transportation.
22. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the permittee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Neither shall the Permittee discriminate in the use of this premises or any access thereto if such premises is used as a public accommodation or in connection with a public service.
23. The Permittee for his/her self, and/or the Permittee's personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event improvements are made over or under such land and the furnishing of services thereon and/or facilities are constructed, maintained, or otherwise operated on the said property described in Item 1 of this permit for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall construct such improvements and maintain and operate such facilities and services such that (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the

Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964; and to Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures; and further as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

24. Permittee agrees that, in addition to any protection afforded to State under any available insurance, State shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, State and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.
25. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.
26. This permit shall not be effective unless accepted and approved in writing by the State.
27. A Highway Work Permit must be obtained, in advance, for each entry on NYS right-of-way, including that portion covered by this permit, for the purpose of erection, removal, modification, repair, replacement, or maintenance of any surface and subsurface improvement. Before a Highway Work Permit is issued, the Regional Permit Engineer is required to assure himself that the individual(s) proposing to perform work within the right-of-way has the expertise and equipment necessary to complete the work in a professional manner so as not to present a potential hazard to the public or subject New York State right-of-way to potential damage. The Permittee is responsible for the payment of any fees required to provide insurance coverage necessary in conjunction with the issuance of the Highway Work Permit. This Use and Occupancy Permit is immediately revocable if any stipulations and/or requirements listed in the Highway Work Permit are not adhered to by the Permittee, his agents, employees, contractors, or subcontractors.
28. Additional provisions to permit: No other elements shall be added to the permit area which may prove to be distracting to drivers. No advertising, no promotional banners of any kind, and no holiday displays - particularly lit displays.
29. Additional provisions to permit: See Rider (Page 6)

ACCEPTANCE:

In consideration of the granting of the permit, the undersigned accepts all of the above terms, conditions and provisions.

City of Poughkeepsie

Fed. I.D. No. _____

BY: _____

Signature

Print Name

TITLE: _____

Social Security
Number _____

INDIVIDUALLY: _____

*

Signature

Print Name

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Notary Public)

RECOMMENDED: _____ Date _____
Regional Real Estate Officer

ACCEPTED AND APPROVED: Commissioner of Transportation for the People of the State of New York

By: _____ Date _____
Susan E. Beaudoin
Director, Office of Right of Way

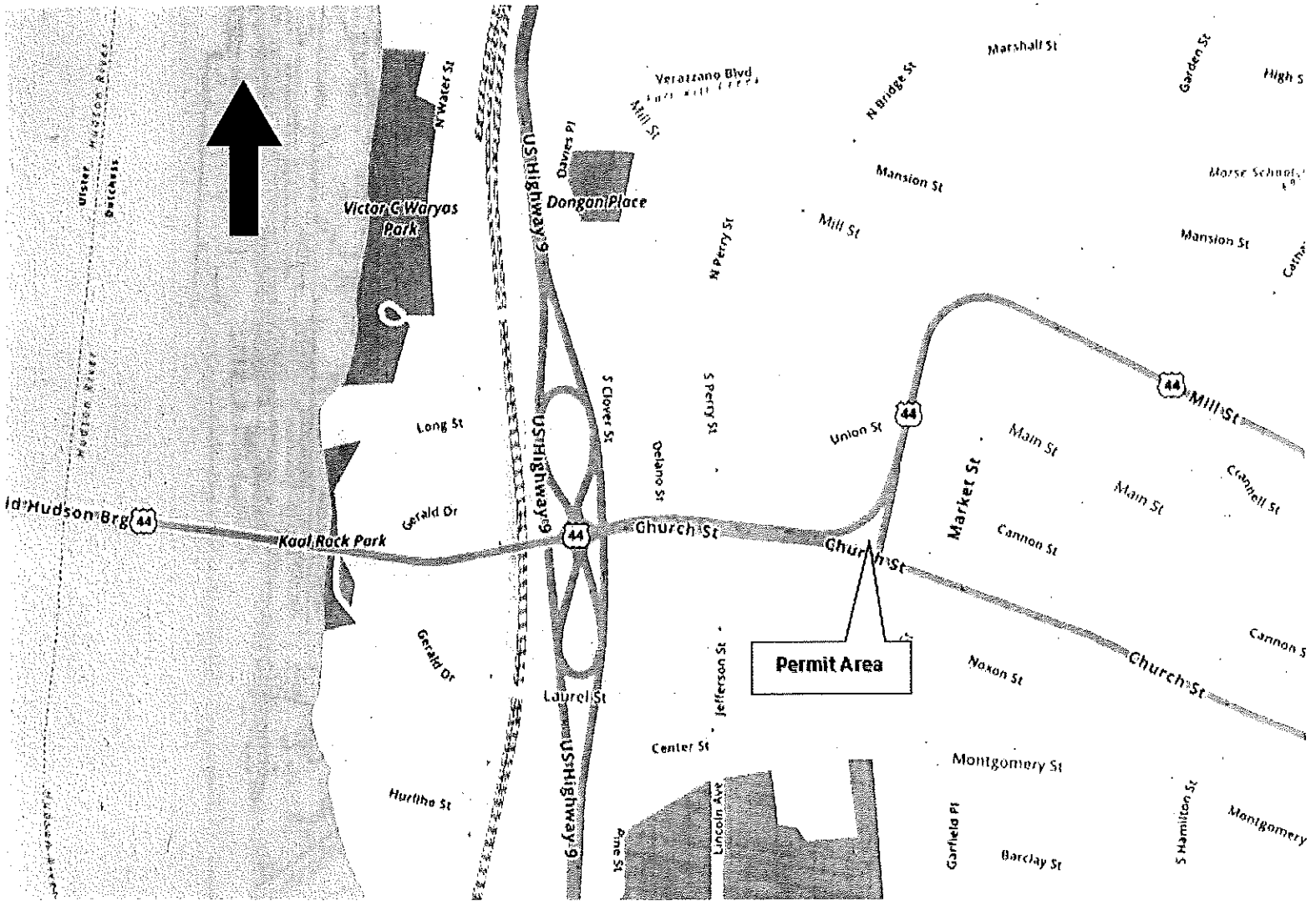
RIDER TO USE AND OCCUPANCY PERMIT #81936

30. Permittee understands that the property included in this agreement is an estimate based on Department of Transportation right-of-way record plans and contract data; surveys, site plans, and other documentation submitted by the Permittee, if any; and public records. It is also understood that unless otherwise indicated, the State has not performed a survey for the purpose of precisely determining the extent of any right-of-way use or encroachment by the Permittee.

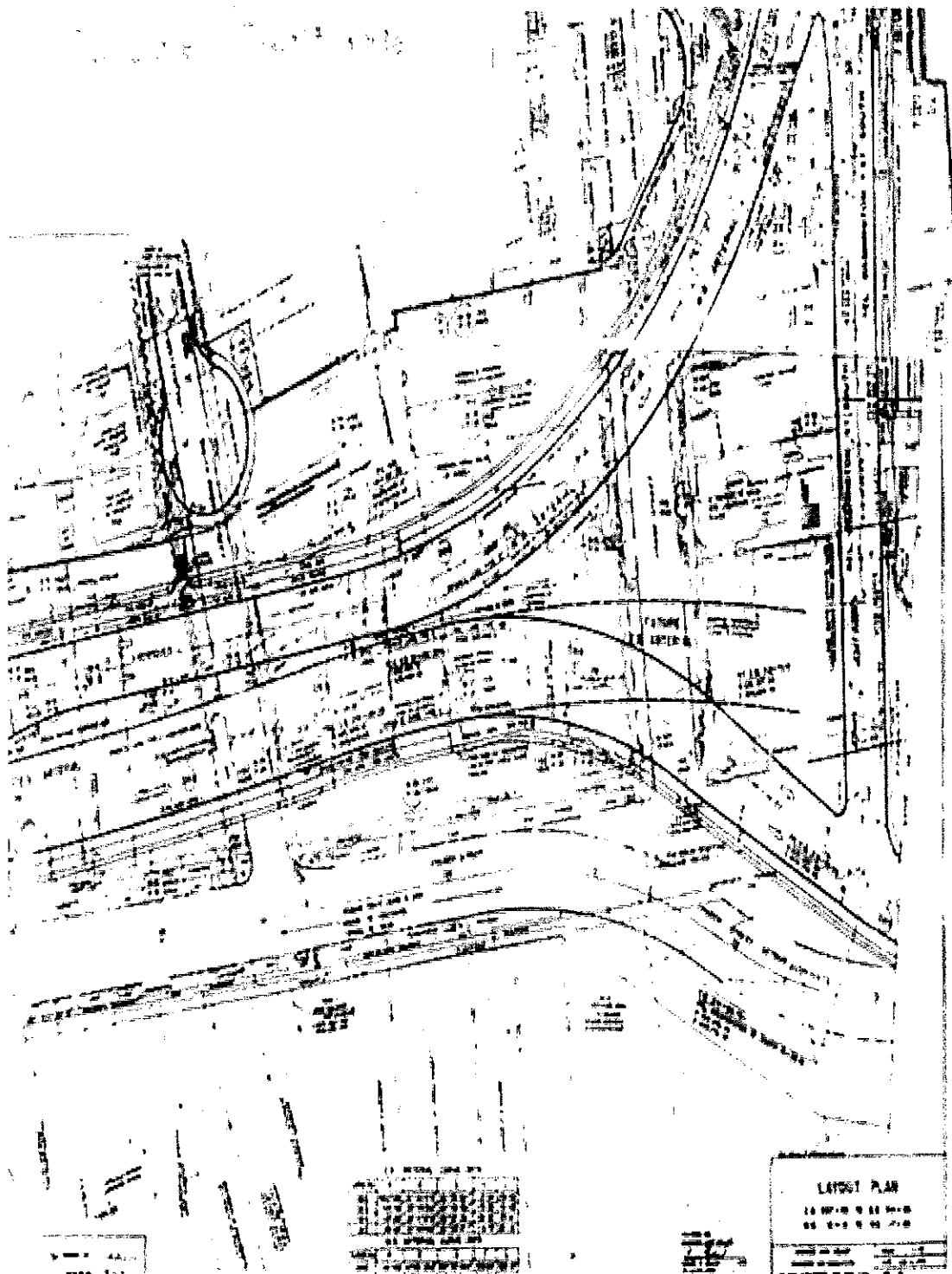
Both parties hereby agree that in the event the permit area is determined to be incorrectly or imprecisely identified or calculated, rental adjustments, credits, or refunds, due from or creditable to either the Department or the Permittee, will not predate the term of this Permit.

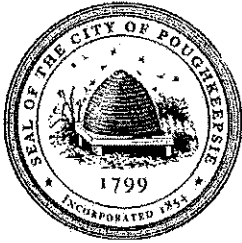
31. Permittee agrees that acceptance by the State of any payment that is less than the permit fee indicated in this agreement or any subsequent fee update is a partial payment only, insufficient to satisfy, and is not accepted by the State as satisfaction of, the Permittee's obligation to pay the entire fee, and any interest, penalties, and collection charges or assessments, in full and waives any right to assert otherwise.

Use & Occupancy Permit No. 81936
City of Poughkeepsie
City of Poughkeepsie, Dutchess County



Use & Occupancy Permit No. 81936
City of Poughkeepsie
City of Poughkeepsie, Dutchess County





THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, October 1, 2018 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- 6 Present-3 Absent (Councilmembers Natasha Cherry, Yvonne Flowers and Lorraine Johnson)

II. REVIEW OF MINUTES:

CCM 7-17-18						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

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

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

Charles Johnson

Warren Johnson North Clover Street

Karlton D. Jones 2 Mt. Carmel Place

Darrett Roberts Franklin Street

Linda Sewell Thornwood Drive

Constantine Kazolias 47 Noxon Street

, THE CITY, REFERRING TO THE NYS COMPTROLLERS AUDIT REPORT IS UNDER SIGNIFICANT SEVERE FISCAL STRESS, WITH NUMBERS AT THE TOP: POUGHKEEPSIE 75.0, BEACON 5.0, NEWBUGH 36.3, and KINGSTON 6.7.!!! DUTCHESS COUNTY HAS A 3.0, THANKS TO C.E MOLLINARO AND MAYOR ROLLISON, \$2.3 MIL/YR SALES TAX CAUGHT. THE COUNTYS FUND BALANCE BALOONED FROM A 5% /\$20MIL, TO 17%/\$60MIL WHILE POUGHKEEPSIES WENT SOUTH TO A NEGATIVE \$13 MIL. . FUND BALANCES DETERMINES STRESS RATINGS. IN CONTRUCTION JARGAN, POUGHKEEPSIE SITUATION CANS B EST BE EPITIMIZED, AS. BEING UP THAT WELL KNOWN 'FECES CREEK' WITHOUT THE MEANS OF LOCAMOTION!! REGARDING THESE GIVEAWYS BY THE IDA, THE LATEST IS THIS DELAFIED COMPLEX, IS IT A LEASE /SALE?[2] WHAT, IF ANY, BENEFITS ARE BEING ADDING WITH NEW EMPLOYEES INTO THE CITY, WHEN ITS JUST MOVING COUNTY EMPLOYEES FROM AN OLD BUILDING INTO A NEW BUILDING WITHIN THE CITY. THIS HAS HAPPENED BEFORE, YEARS AGO WITH IDA INVOLVEMENT. AS THE ADGE GOES, IT APPEARS THAT THE PATIENTS ARE RUNNING THE MENTAL INSTITUTION!!!! WHEN AT THE LAST IDA MEETING WAS HIT WITH A NEW PROPOSAL. APARTMENTS WERE ADDED BY THIS DEVELOPER PROPOSED BY THE ITEREM DIRECTOR. FYI, YEARS AGO THERE WAS TALK THE CITY WOULD SELL THE DELAFIELD APARTMENT COMPLEX TO MARIST COLLEGE FOR ITS RESIDENTS, NOW THIS LOCATION HAS MOVED ACROSS THE STREET. DURING LAST IDA MEETING IT BECAME KNOWN THERE WAS A FINANCIAL WORK STOPPAGE AND THE DEVELOPER CAME TO THE IDA BD TO BE BAILED OUT HE WAS LOOKING FOR THE GOLD TRIFECTA PACKAGE WHICH INCLUDED THE FOLLOWING: [1] A PILOT, [2] SALES TAX EXEMPTION ON CONSTRUCTION, [3] EXEMTION ON THE MORTGADE TAX. IN THE COUNTY LEASE, RFP THE DEVELOPER UNDER BID WITH A \$28,000/MO LEASE. OVERHEARING AS IDA MEETING, THE COUNTY IDA WILL PONNIED UP, 50% OF THE MORTGAGE PAYMENTS, FROM ITS \$7MIL FUND BALANCE!!!!!! BEING THE CE WIFE IS A CONSULTANT FOR THIS CITY PROJECT AND OTHERS, AS PER POJO ARTICLE? [REDACTED] IS THE MAYORS WIFE CONNECTION TO A CITY DEVELOPER? IN CONCLUSION, THE CITY AND IDA BD CANNOT GRANT PILOTS NOR A 485a, WHEN THE 485As IN ITS FIRST 8 YEARS NO TAXES, AND LAST FOUR INCREMENTAL, THEN BEING FULLY TAXED. THE THREE MAIN POINTS IN SELLING REAL ESTATE ARE; LOCATION, LOCATION, LOCATION. POUGHKEEPSIE IS PRIME!!!! IN CONCLUSION, THESE GIVE AWAYS, MUST CEASE IMMEDIATYELY, BECAUSE POUGHKEEPSIE IS TOPS NEAR 80% IN COMPTROLLERS STRESS TEST!!! QUESTION? IF THERE WERE SEVERAL IDA PERSONEL CONFLICTS OF INTERESTS, REGARDING THAT BAXTER MAPLE STREET PROPERTY, DOES 'THE IDA GIFTS' STILL HOLD UP?

CONSTANTINE KAZOLIAS


47 NOXON STREET, POUGHKEEPSIE, NY 12601

OCTOBER 01, 2018

Laurie Sandow 201 South Grand Avenue

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

Chairwoman Finney stated that she has no comments this evening.

VI. MAYOR'S COMMENTS:

Mayor Rolison- wanted to let everyone know that tonight we are broadcasting for the first time in high definition here in the chambers. Our IT department has been working on that and will be looking to make additional improvements next year as well. Wanted to take a moment to thank the Culinary Institute of America, who came in the weekend before last with 200 students and did a citywide park blitz. Wanted to thank the members of the council who took time out to attend the land use seminar/forum with PACE at the Grand, it was really good to have that communication between the different departments and the elected officials. There will obviously be more follow-ups. Also, the same day that the Culinary had the cleanup citywide, the school district had their first "Parents, Partners and Pancakes Breakfast", which many individuals attended-close to 500 people went to that at the high school. Autumn in the Park was well attended. Thanks for all of the council people who were there. We are very excited about the paving project on Main Street between Academy and South Hamilton Street. It has been talked about for a long time and we were able to get the money to do it this year. Also, the parking lot on Mill next to Hudson River Housing, that city lot was paved and restriped. Now they're working on the Garden City parking lot next to Riverside Bank, which has been in need of attention for some time. It is his understanding that within the next few days to week that paving will be completed and will commence on the sidewalk and paving project on Hooker Avenue. All good things happening in the City of Poughkeepsie. At the September 17th meeting of the Common Council we recognized several of our emergency service personnel-first responders from the fire department and public safety for saving lives. And because a bit of a snafu on his part, Police Officer Steven Schaffer, Badge 98 was inadvertently left out.

VII. MOTIONS AND RESOLUTIONS:

1. **A motion was made by Councilmember Petsas and seconded by Councilmember McNamara to receive and print.**

**RESOLUTION
(R18-86)**

INTRODUCED BY COUNCILMEMBER PETSAS

WHEREAS, in accordance with Section 5.02 of the Charter of the City of Poughkeepsie, the City Administrator has presented the 2019-2023 Capital Projects Program to the Common Council; and

WHEREAS, the Common Council held its public hearing concerning the 2019-2023 Capital Projects Program on September 17, 2018; and

WHEREAS, the Capital Projects Program is considered a planning document for the City's anticipated Capital Projects needs for the ensuing five-year period, and as such, the Program may be amended from time to time before a particular Capital Project is implemented and final project approval will be made as sources of funds are identified; and

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

NOW, THEREFORE,

BE IT RESOLVED, that the 2019-2023 Capital Projects Program budget annexed hereto is hereby approved by the Common Council subject to such amendments as may be deemed necessary and/or advisable, and also subject to such further approvals as may be required by law.

SECONDED BY COUNCILMEMBER MCNAMARA

R18-86			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

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

**RESOLUTION INTRODUCING LOCAL LAW
AND PROVIDING FOR PUBLIC
NOTICE AND HEARING
(R-18-87)**

INTRODUCED BY COUNCILMEMBER PETSAS

BE IT RESOLVED, that an introductory Local Law, entitled “Residential-Commercial Urban Exemption Program” be and it 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 at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at 6:15 o’clock P.M., on December 15, 2018; and

BE IT FURTHER RESOLVED that the Clerk publish or cause to be published a public

notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER MCNAMARA

R18-87						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

3. A motion was made by Councilmember Petsas and seconded by Councilmember Lorraine Johnson to receive and print.

**RESOLUTION
(R18-88)**

INTRODUCED BY COUNCILMEMBER BRANNEN:

BE IT RESOLVED, the Common Council of the City of Poughkeepsie hereby approves the appropriation of \$1,500 from Contingency- Community Development and Improvements (01.20.1900.7498) for the purchase of trees to be planted in public right-of-way-Ward 4.

SECONDED BY COUNCILMEMBER MCNAMARA

R18-88						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

VIII. ORDINANCES AND LOCAL LAWS:

1. A motion was made by Councilmember Petsas and seconded by Councilmember Lorraine Johnson to receive and print.

ORDINANCE AMENDING §§13-213;

**OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”
(O-18-7)**

INTRODUCED BY COUNCILMEMBER PETSAS

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

SECTION 1: §13-213 is hereby amended by the following addition:

Section 13-213 – Restricted Zones.

When appropriate signs giving notice thereof are erected, parking or standing upon the following streets or parts of streets shall be prohibited during the hours designated:

Cannon Street, [~~both sides~~] **south side**, from Market Street to South Hamilton Street, at all times.

SECTION 2: §13-149(c) is hereby amended by the following addition:

When appropriate signs giving notice thereof are erected, the streets or parts of streets described herein are hereby established as parking meter zones where parking meters shall be installed, operated, maintained, policed and supervised. Except as hereinafter provided, no vehicle shall be parked, put in place or left standing in any parking meter zone without inserting the applicable payment, as prescribed, in the parking meter provided therefor and for the period of time as designated:

Cannon Street, north side, between Market Street and Academy Street.

SECTION 3: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER MCNAMARA

DELETION denoted by ~~Strikethrough~~

ADDITION denoted by **Underlining and Bold**

O-18-7						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☒	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM CITY ADMINISTRATOR NELSON**, a communication regarding proposed property sales at 263 Church Street and 17 Grey Street.

The City of Poughkeepsie

New York

**Property Acquisition &
Disposition Committee**

Marc S. Nelson
Gary E. Beck, Jr.
John Taylor
Erlan Buckley-Falcon
Nancy L. B. Griffin



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

MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: PROPERTY ACQUISITION & DISPOSITION COMMITTEE
SUBJECT: 263 CHURCH STREET (6th Ward)
ASSESSED VALUE: \$40,000
DATE: October 1st, 2018

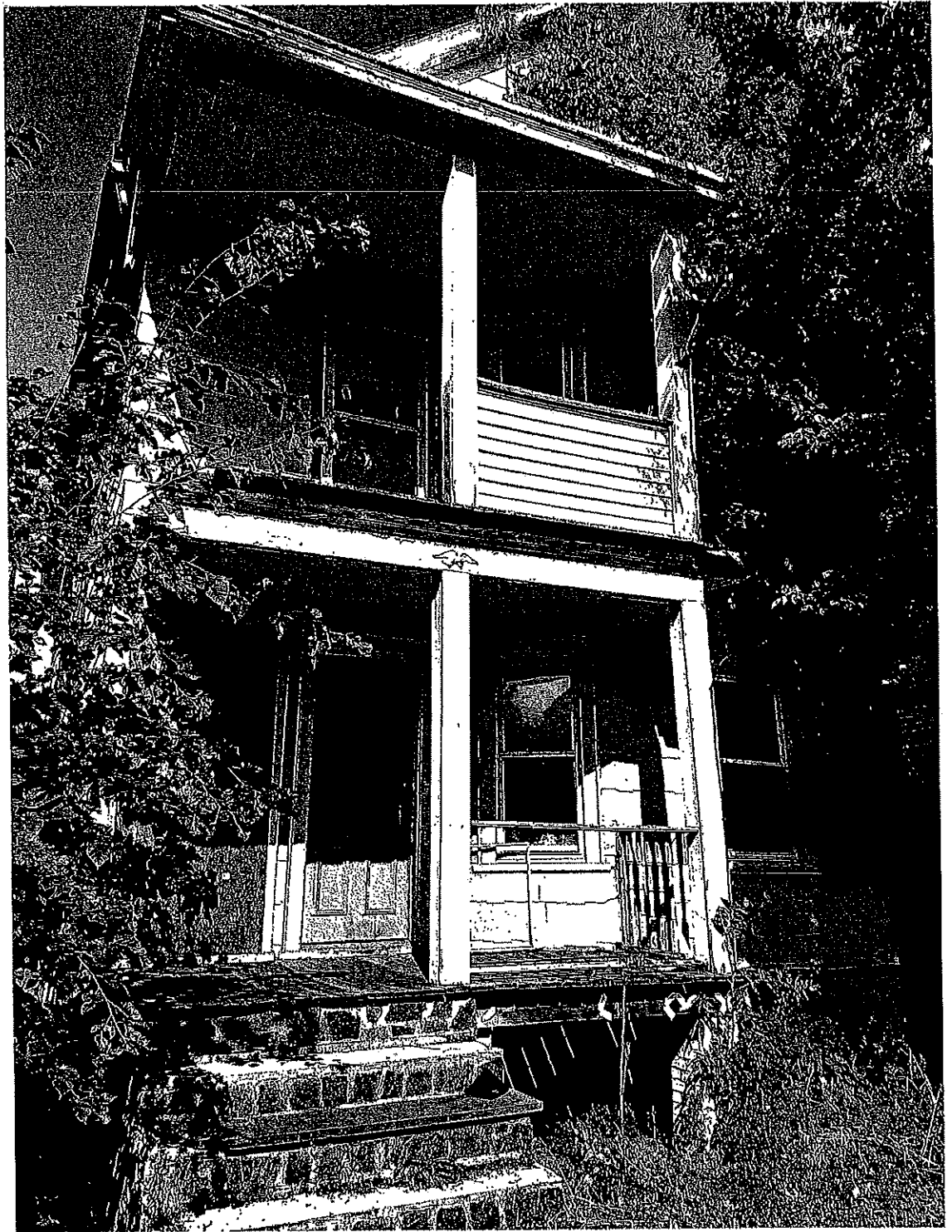
The Property Acquisition & Disposition Committee (PAD) has reviewed all submissions to purchase the above-referenced City-owned property. We have approved the following offer:

Evin Lederman

Mr. Lederman has rehabilitated and sold an estimated 13 properties to owner-occupant and first-time homebuyers in Paterson and Passaic, New Jersey. He has also "flipped" houses in Bergen County, New Jersey. Since he now employed in Hyde Park, he would like to take on a project in Poughkeepsie. His offer of \$5,000, and he estimates \$125,000 will be expended for rehabilitation costs.

Since this is Mr. Lederman's initial project in the City, we have verified he has the financial resources to complete the project. The property is slated to become owner/occupied.

We recommend approval of this sale.



The City of Poughkeepsie

New York

Property Acquisition &
Disposition Committee
Marc S. Nelson
Gary E. Beck, Jr.
John Taylor
Erian Buckley-Falcon
Nancy L. B. Griffin



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

MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: PROPERTY ACQUISITION & DISPOSITION COMMITTEE
SUBJECT: 17 GRAY STREET (6th Ward)
ASSESSED VALUE: \$ 100,000
DATE: October 1st, 2018

The Property Acquisition & Disposition Committee (PAD) has reviewed all submissions to purchase the above-referenced City-owned property. We have approved the following offer:

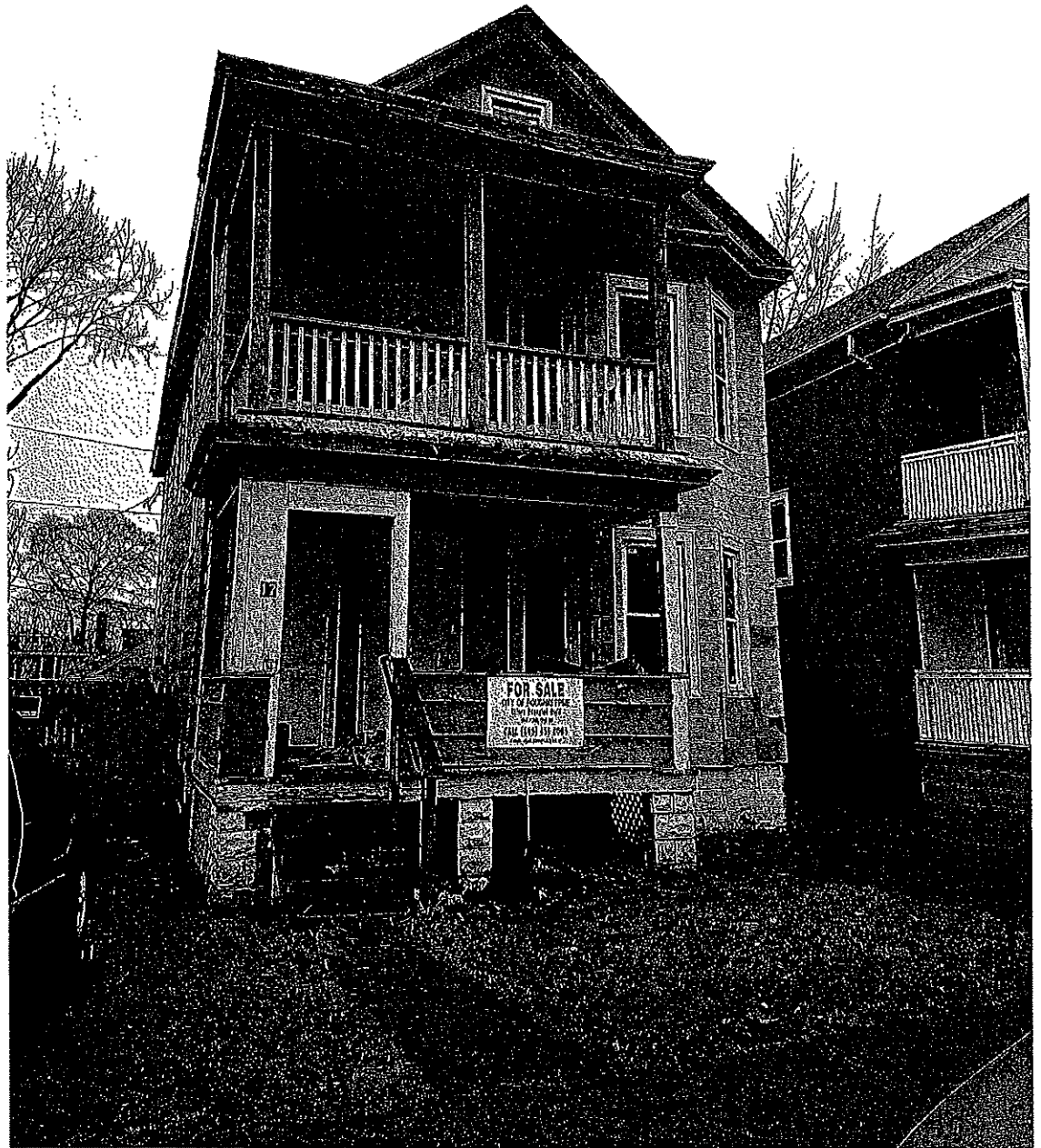
Muhannad Al-Nisheiwat

This will be Mr. Al-Nisheiwat's first project in the City of Poughkeepsie. His father, Eyad Nesheiwat is the owner of 16 Hoffman Street. They are anxious to move forward before winter. His offer of \$10,000 is acceptable to PAD. He intends full building and site rehabilitation consistent with approved use as two-family residential property.

Sale is contingent upon permits being pulled within six months of closing and for renovations to start with the outside of the building first, before moving inside.

Please see attached photograph. As a reminder, the assessed value may not be equivalent to the actual fair market value.

We recommend Council approval of this sale.



2. **FROM MICHAEL INNELLO**, a notice of property damage sustained on August 21, 2018. Referred to Corporation Counsel

3. **FROM DENNIS KENNY LAW**, a notice of person injury sustained on June 11, 2018. **Referred to Corporation Counsel**
4. **FROM GINO'S PIZZA AND RESTAURANT**, located at 706 Main Street, a notice of intent to renew their liquor license. **Referred to Corporation Counsel**

X. NEW BUSINESS:

Councilmember Salam submitted the following information regarding "Conflict of Interest".

What is a conflict of interest? "The phrase can apply in a variety of situations which all have one thing in common: an individual with divided loyalties, such as when a person has to act on behalf of the public in connection with a matter that affects his or her personal interests. *Not all conflicts of interest, however, are prohibited by law.*"¹

According to **General Municipal Law Article 18²: Conflicts of Interest of Municipal Officers and Employees**, where "interest" means a direct or indirect pecuniary or material benefit accruing to a municipal officer or employee as the result of a contract with the municipality which such officer or employee serves. For the purposes of this article a municipal officer or employee shall be deemed to have an interest in the contract of (a) his spouse, minor children and dependents, except a contract of employment with the municipality which such officer or employee serves, (b) a firm, partnership or association of which such officer or employee is a member or employee, (c) a corporation of which such officer or employee is an officer, director or employee and (d) a corporation any stock of which is owned or controlled directly or indirectly by such officer or employee."

Conflicts of interest prohibited Section 801;

Except as provided in section eight hundred two of this chapter, (1) no municipal officer or employee shall have an interest in any contract with the municipality of which he is an officer or employee, when such officer or employee, individually or as a member of a board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under the contract, or (c) appoint an officer or employee who has any of the powers or duties set forth above and (2) no chief fiscal officer, treasurer, or his deputy or employee, shall have an interest in a bank or trust company designated as a depository, paying agent, registration agent or for investment of funds of the municipality of which he is an officer or employee. The provisions of this section shall in no event be construed to preclude the payment of lawful compensation and necessary expenses of any municipal officer or employee in one or more positions of public employment, the holding of which is not prohibited by law.

EXCEPTIONS Section 802;

h. A contract in which a municipal officer or employee has an interest if such contract was entered into prior to the time he was elected or appointed as such officer or employee...

¹ <https://www.osc.state.ny.us/localgov/pubs/conflictinterest.pdf>

²

https://www.dos.ny.gov/ig/onlinelearning/local_government_public_officers_courseoutline/General%20Municipal%20Law%20Article%2018.pdf

Can municipalities establish their own standards of conduct? Yes, and some municipalities are required to do so. Article 18 requires the governing body of each county, city, town, village, school district and fire district to adopt a code of ethics setting forth standards of conduct reasonably expected of their officers and employees. Other municipalities are authorized, but not required, to have a codes of ethics.

City of Poughkeepsie Charter Chapter 7 1/2 : Code of Ethics;

Definition of “Interest” from Section 7 1/2-3, Definitions;

A direct or indirect pecuniary or material benefit accruing to an officer or employee, or his or her relative, whether as a result of a contract with the City or otherwise. For the purpose of this chapter, a City officer or employee shall be deemed to have an interest in the contract of:

(a)

A relative, except as to a contract of employment with the City.

(b)

A firm, partnership or association of which such officer or employee is a member or employee.

(c)

A corporation, including a nonprofit corporation, of which such officer or employee is an officer; director or employee.

(d)

A corporation of which more than 5% of the outstanding stock is owned by any such officer, employee, or his or her relative.

“Conflict of Interest” from Section 7 1/2- 4, Standards of Conduct;

Conflict of interest. No City officer or employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his/her duties in the public interest.

In the circumstance that there appears to be a conflict;

Disclosure of interest. Each municipal officer and employee shall, to the extent that he/she is cognizant thereof, disclose, in writing, any interest he/she may have in legislation or a decision pending before a City board or governing body. Such disclosure statement shall be filed with the City Chamberlain and with the board, agency, commission or governmental organization with whom the conflict arose, and such statement shall become a public record.

Once you have a stated disclosure, there are actions that can be taken by the members of the legislative body to advert an unlawful course, that is, to remove themselves from taking a vote, or call for an abstention.

**City of Poughkeepsie Industrial Development Agency
Conflicts of Interest Policy**

Definition

Conflicts of Interest: A conflict of interest is a situation in which the financial, familial, or personal interests of a director or employee come into actual or perceived conflict with their duties and responsibilities with the Authority. Perceived conflicts of interest are situations where there is the appearance that a board member and/or employee can personally benefit from actions or decisions made in their official capacity, or where a board member or employee may be influenced to act in a manner that does not represent the best interests of the authority. The perception of a conflict may occur if circumstances would suggest to a reasonable person that a board member may have a conflict. The appearance of a conflict and an actual conflict should be treated in the same manner for the purposes of this Policy.

Board members and employees must conduct themselves at all times in a manner that avoids any appearance that they can be improperly or unduly influenced, that they could be affected by the position of or relationship with any other party, or that they are acting in violation of their public trust. While it is not possible to describe or anticipate all the circumstances that might involve a conflict of interest, a conflict of interest typically arises whenever a director or employee has or will have:

- A financial or personal interest in any person, firm, corporation or association which has or will have a transaction, agreement or any other arrangement in which the authority participates.
- The ability to use his or her position, confidential information or the assets of the authority, to his or her personal advantage.
- Solicited or accepted a gift of any amount under circumstances in which it could reasonably be inferred that the gift was intended to influence him/her, or could reasonably be expected to influence him/her, in the performance of his/her official duties or was intended as a reward for any action on his/her part.
- Any other circumstance that may or appear to make it difficult for the board member or employee to exercise independent judgment and properly exercise his or her official duties.
- No employee may engage in outside employment if such employment interferes with his/her ability to properly exercise his or her official duties with the authority.

PROCEDURES

Duty to Disclose: All material facts related to the conflicts of interest (including the nature of the interest and information about the conflicting transaction) shall be disclosed in good faith and in writing to the Governance Committee. Such written disclosure shall be made part of the official record of the proceedings of the authority.

All Board Members and employees will be provided with this Conflict of Interest Policy upon commencement of employment or appointment and required to acknowledge that they have read, understand and are in compliance with the terms of the policy. Board members and employees should review on an ongoing basis circumstances that constitute a conflict of interest or the appearance of a conflict of interest, abide by this policy and seek guidance when necessary and appropriate.

This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to public authorities.

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Randall Johnson and Councilmember Petsas to adjourn the meeting at 8:50 p.m.

Dated: January 3, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on October 1, 2018

Respectfully submitted,

**Deanne L. Flynn
City Chamberlain**