



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, November 15, 2021 6:30 p.m.

Virtual / Zoom

Welcome to the regularly scheduled meeting of the City of Poughkeepsie Common Council the date is November 15, 2021, and the time is 6:36 pm.

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

Let's all recite the pledge of allegiance.

I. PLEDGE OF ALLEGIANCE:

ROLL CALL – Five present, 4 absent at time of roll call (Late arrival: Councilmembers Flowers & Cherry)

II. REVIEW OF MINUTES:

**Public Hearing Meeting October 18, 2021
Common Council Meeting October 18, 2021**

**Motion to accept the minutes: Councilmember R. Johnson
2nd: Councilmember Menist**

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

NONE

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

1. Laurie Sandow, S. Grand Ave. – submitted written comments

I registered to speak at the Common Council meeting of November 15, 2021, but my name was not called. That meeting, as has become commonplace, failed to begin on time due to habitual lateness and absenteeism by certain councilmembers. As a result, all of those registered to speak at the meeting, as well as those registered to virtually attend via zoom were kept twiddling their thumbs, waiting for enough councilmembers to show up to constitute a quorum. Chair Sarah Salem announced that 65 people had signed up to speak during public comments, yet all registrants were NOT granted the opportunity to speak. Of the fraction given that privilege, all but one spoke in favor of the proposed “Good Cause Eviction” law, and most were members of organizations that endorsed Salem’s re-election. Favoritism much, or pure “coincidence”? Let me guess.

In addition, Chair Salem chose to turn their back on both the public and the democratic process, by refusing to exercise the following option from the c/PK Charter: “Prior to submitting any proposed legislation to a vote of the common council at any regular or special meeting, the person serving as chairperson shall suspend the rules of the meeting upon such conditions as he or she may determine to permit comment upon such proposed legislation by any member of the public in attendance who wishes to be heard.” During public comments, Salem had also refused a fellow councilmember's request to hear from speakers who had comments on matters other than Good Cause Eviction.

Given the questionable proceedings and violations that took place at the November 15 Common Council meeting, a Freedom of Information request was submitted for the time-stamped correspondence from all who registered to speak, as well for the list of all those who registered to attend the meeting via Zoom. Though the requested information was, and remains, instantly available to both Council Chair Sarah Salem, and City Chamberlain Jasmin Davis, each has been non-responsive to the Freedom of Information request, violating the City of Poughkeepsie Administrative Code, the Freedom of Information Law, as well as their own oaths of office.

That City of Poughkeepsie Administrative Code includes the following extracts: Chapter 2. Administration – Article VIII. Public Access to Records Section 2-101. Purpose and scope; construction. [Res. of 12-18-1979, § 1; Ord. of 1-18-2005] (a) The people's right to know the process of government decision-making and the

documents and statistics leading to determinations is basic to our society. Access to such information should not be thwarted by shrouding it with the cloak of secrecy or confidentiality. (b) This article provides information concerning the procedures by which records may be obtained. (c) Personnel shall furnish to the public the information and records required by the Freedom of Information Law,[1] as well as records otherwise available by law. [1] Editor's Note: See Article 6 of the Public Officers Law. (d) Any conflicts among laws governing public access to records shall be construed in favor of the widest possible availability of public records. AND, from the same Article VIII. Public Access to Records: Section 2-102. (a) The Common Council is responsible for ensuring compliance with the regulations herein...

As to my comments which were kept from entering the audible record, they would have begun by noting the illegal Executive Session at the Common Council meeting of November 1, 2021. Open Meetings Law requires that a motion for Executive Session be made identifying the subject to be considered, and that the subject be one that is legally qualified for Executive Session. As one of the many members of the public left in the lurch during this and other Executive Sessions, I note the irony of the Council's "privilege", taking their sweet time to leave the public hanging for legal and illegal Executive Sessions vs. Salem's usual impatience and haste to terminate public comments.

At the November 15 Council meeting, the agenda included a rescheduled "communication" by Planning Director and Acting Development Director Natalie Quinn (who currently wears both hats), seeking to rezone Baxter's 117 N. Hamilton St. parcel. Yet Corporation Counsel Sarah Wilson's presentation—abruptly and inexcusable derailed when half the councilmembers disappeared in the middle of the November 1 meeting—was not rescheduled. Need I point out the paychecks collected by the same councilmembers who jumped ship, or never attended, that November 1 meeting?

Ask yourselves, though, why Natalie Quinn's communication was rescheduled, and is front of the Council in the first place? Ask yourselves how many members of the Common Council are familiar with zoning law, variances and other obligatory zoning considerations. Ask yourselves which councilmembers have regularly—or ever—attend City of Poughkeepsie Planning Board and/or Zoning Board of Appeals meetings, or followed up on whether a sale resolution that they've personally sponsored, and that the Council has authorized, to carefully and continuously assure that the buyer has kept to the terms of the Resolution. Also ask yourselves why Ms. Quinn, who is heading the secretive PK4Keeps

Comprehensive Plan and Zoning charade—where no meeting dates, minutes, or attendance records are ever shared with the public, and no webcasts ever recorded or broadcast—whether Quinn has brought this particular rezoning request to the secretive Steering Committee for their consideration and oversight, or how much of the City Quinn relentlessly continues to have developed and rezoned before PK4Keeps ever produces a final “vision”.

Hardly least on the November 15 Common Council meeting agenda was the cynical “Good Cause Eviction Law”, an election season stunt which pretends to protect tenants while being certain to harm them. As I have said before at previous meetings, providing more detail and speaking at greater length, this law does nothing to prevent the short-term leases that plague this City, nor to roll back the already unaffordable rents, nor does it address landlord’s use of more stringent screening, credit score and income requirements. It doesn’t guarantee legal aid to tenants or landlords. It does nothing to cure housing conditions and landlord housing code violations, to overcome tenant’s fear of retaliation if they report those violations, nor landlord’s predictable intent to respond to this law by raising rents 5% each and every year so as not to fall behind the inflated market curve.

Furthermore, Evan Menist’s developer and architect friends—at Luckey Platt, for example— have already laid the groundwork and led the way in the coded language that Menist calls “incentivized” investment, justifying evictions and jacked up rents way beyond 5% per annum. When tenants land in court as a result of this law, as they surely will, it’s a near-certainty that this Council’s virtue-signaling members—the same ones currently grandstanding about “Good Cause Eviction”—will be nowhere to be found to aid, support, or defend those tenants.

2. Justin Philips – submitted written comments

Good Cause eviction will stifle investment in housing in the City of Poughkeepsie. The value of rental properties in markets with good cause eviction standards will decrease.

The sale of rental units with tenants that can only be evicted for good cause may bring in 30% to 40% less than the sale of vacant rental units. Decreases in rental housing investment will also have a negative impact on the amount of revenue generated by state and local real estate transaction taxes. Dutchess County receives money through the State’s real estate transaction taxes. If less houses are being purchased to be utilized as rental housing, Dutchess County will receive less in their allocation.

Limiting landlords to an arbitrary rent cap of five percent will discourage landlords from making necessary improvements to their rental properties and will negatively impact tenants who are already living in these properties.

Small mom and pop landlords will in some cases be forced to sell their rental properties thus taking much needed affordable housing units off the market.

This bill enacts de-facto rent control in the City of Poughkeepsie. One of the unintended consequences of rent control is that many times these properties are occupied by more affluent residents and fail to help those who they are intended to help.

Good cause eviction will discourage individuals who are looking to purchase property in Poughkeepsie as rental units thus making affordable housing units more scarce in the City.

Renters in the City of Poughkeepsie will lose the personal relationship they have with mom-and-pop landlords in the City and will have to deal with larger Corporate landlords who are not as attentive to their needs and less willing to work with them in certain situations.

Good cause eviction is antithetical to the notion of private property rights. For many small landlords, their real estate properties.

3. Lily Bencivenga, West Cedar Street – submitted written comments

Hi my name is Lily Bencivenga. I use she/her pronouns and I currently reside on West Cedar Street in Poughkeepsie. I am speaking with the grassroots organization, For The Many.

I am a renter who has lived in Poughkeepsie for a few years now. I am here to speak in support of Good Cause Eviction. I think it is important that a tenant has the right to renew their lease and to be protected against unfair rent increases and eviction. If I pay my rent and abide by the law and lease, I should not have to face eviction or homelessness. If somebody is abiding by the law then it is extremely unfair for them to end up homeless. This issue is important to me because growing up, I was raised by a single mom, there were times that my family struggled to afford our home and we actually had to quickly and unexpectedly relocate somewhere else. The house that we had to relocate to had dirty water, mice, and mold. This proposal would allow kids in my same position to actually have a solid home and not fear homelessness from a young age. Housing is a human right and growing up in poverty and fearing homelessness will impact me my whole life. This is a law that deeply impacts people's lives. I demand that you act now to protect tenant rights and keep our community together! I can really only see benefits coming from this legislation as somebody who has had to fear not having a roof above my head and food in my stomach growing up.

4. Lisa Boneta – submitted written comments

My name is Lisa Boneta and my pronouns are (she/her) and I am a renter who lives at Hudson Harbour Apartments and have been living in Poughkeepsie for 2 years. I'm emailing you today to speak in support of Good Cause Eviction. This law is needed to protect a tenant's right to renew their lease, and to guard against predatory rent increases and unfair evictions. All members of the community of Poughkeepsie deserve to have their housing rights protected.

I have seen many friends and neighbors leave Poughkeepsie because of rent increases - some over hundreds of dollars, especially during a pandemic when people were very vulnerable, uncertain of their finances, job and housing security - landlords saw this as an opportunity to make more money instead of showing up for the community.

No members of the community should have to face the threat of eviction, nor should they face rent increase, which is basically the same as an eviction. Housing is a BASIC HUMAN RIGHT not a privilege, and everyone in Poughkeepsie deserves QUALITY HOUSING - housing is not an opportunity for corporate landlords to make profits. I urge the council to pass Good Cause and put the residents of Poughkeepsie first - but I also ask that we don't just stop with Good Cause and hope the council will continue this fight for more affordable housing and rights for the people of Poughkeepsie. I demand that you act now to protect tenant rights, and keep our community together.

The Poughkeepsie Council has an opportunity to fix this issue by passing Good Cause. Thank you.

V. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

Chair Salem: In the interest of time I would like to hold my comments and pass to the mayor for mayor's comments.

VI. MAYOR'S COMMENTS

Thank you, Chair. As many of you know, unfortunately, lately, there was a shots fired incident earlier this afternoon, approximately 3:30 on Forbus Street in the vicinity of Poughkeepsie High School. Fortunately, no one was injured in that incident. I can tell you that our officers who are in the areas of the high school and the middle school for school dismissal were able to locate two individuals. My understanding is that one of our officers was involved in a foot pursuit. Those individuals were detained. A handgun was recovered from that area. Those individuals were brought to police headquarters. And at this time, it's the only information that I have on that incident. I

am also aware and I do not have details at this point that at approximately before six o'clock, I believe, I know I was in-route here to City Hall. There was another incident of gunfire in the area of Smith Street and that that is actively being investigated as we speak. And if I do get definitive details on that, I certainly will make that available. But I don't want to comment any further because I just at this point, I just don't know.

On a lighter note that we will be celebrating this year the celebration of lights for the first time since 2019. It's going to take place on Friday, December 3rd at 6:30 and we'll go from essentially the Main Street and Catharine Street area down Main Street to Dongan Square, where there will be fireworks. I want to thank the Bardavon, who has been the chief sponsor of this, along with the River District Business Association for making this happen and I look forward to obviously participating in that. On December 3rd.

Updates on the comprehensive plan, that's moving along. There is another open house on the comp plan and the zoning code update initiatives that the city is taking place, the city has taken, is going on right now, and that's on December 1st from five to seven at the Adriance Memorial Library and also the online survey is still available on the PK 4 Keeps dot org website. We would appreciate anyone's input on this plan.

Ongoing back to, so on Tuesday and Wednesday of last week, I attended the Executive Committee meetings of the Conference of Mayors, where a lot of discussion was on not only the gun violence that is taking place in communities, but funding issues that are related to combating gun violence and other things that that are that are plaguing cities right now with drops in revenue. And we talked about rescue plan monies and a variety of other topics, including marijuana and new cannabis laws on what communities are doing as far as opting out, staying in and got a lot of information from NYCOM that I will be sharing with all of you on where NYCOM is in this as far as understanding of the different aspects of the new cannabis laws.

Excuse me. I'm also fighting a little bit of a cold where I see a couple of folks are out, I'm sure probably that's exactly what they've got going on something's going around. On Wednesday, excuse me again, I will be going up to Albany and I will be speaking before a hearing, a Senate hearing. Senator Jeremy Cooney, who is the committee chair of the committee called cities too. We're going to be talking about issues surrounding funding for local governments expect, especially the smaller cities throughout the state. I'm looking forward to having that opportunity to share the story here of Poughkeepsie with Senator Cooney and his staff and other legislators, and that's going to take place on Wednesday. And I'll be able to tell you a little bit about that when at our next meeting.

An update on our pedestrian safety program, the new pedestrian work that is going on at the targeted intersections throughout the city, which are high volume areas where we have had incidents of accidents and pedestrian challenges. Right now, the work is

taking place at Rinaldi and Main, Main and Worrall. Also, there is work going on at Cherry and Main Street. All of this is somewhat weather dependent, but those intersections, which are being done right now will then will be followed up next year when the weather warms up again by the rest of the intersections that are targeted in the city.

We have been the recipient, very lucky that the McCann Foundation has purchased a brand new playground for Spratt Park, which is currently being installed, again, literally as we speak. I don't know exactly when it will be finished. That's also weather dependent. They're pouring concrete and doing things such as that. But that is going on right now, and we really want to thank the McCann Foundation for that generous gesture for the Spratt Park playground.

Leaves are being picked up citywide. We will be going to two shifts of leaf trucks being out if we haven't already. Leaf bags are being also picked up so people can put their leaves to the curb, both in the piles or also in leaf bags. And leaf bags are being picked up also by sanitation on Wednesdays. So that's probably the best day to get them out there because we can't pick them up with the vac trucks. They will be, leaves will be picked up as we do every year as long as we can go, weather dependent. And I know they're really starting to drop now with some of the weather and some of the wind and rain activity that we've had. So we encourage city residents to, you know, get them out to the curb, and we will get to them, and if you feel that you may have been missed, just give our Department of Public Works a ring or send one of us or your councilperson an email and we'll make sure it gets addressed. Snow equipment is being readied. Hopefully, we will not have to utilize it any time soon, but our equipment is ready to go when needed.

I'll end, Chair, just with one thing and it this sort of particular and has something you know that we all are concerned about is obviously the gun violence that that we're experiencing all too often, is that we had a very, very successful gun buyback program in partnership with the Attorney General's Office. There will be another gun buyback on December 4th at Beulah Baptist Church, where it was held last time between 10 and one, and we will make sure, I just literally received a flyer from the AG's office and the City of Poughkeepsie Police Department, and we'll get that distributed to all the councilmembers so we can get that out. Because the one that we had a few months ago, I believe, there was something along the lines of about 80 guns were turned in and any gun, whether it's completely operable, one that hasn't been used in a long time or one that just was not going to get in the hands of someone else who may come in possession of a gun and also, too, the accidental shootings that also can get can take place with individuals that aren't trained in the proper use of firearms and every gun off the street is a good gun that we don't need on the street. So thank you, Chair. Appreciate it.

VII. REPORTS OF COMMITTEES AND BOARDS:

Chair Salem moved communication #1 under X. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS (the below communication from Acting Development Director Natalie Quinn) out of order before moving to VII. MOTIONS AND RESOLUTIONS

- 1. A COMMUNICATION FROM ACTING DEVELOPMENT DIRECTOR QUINN, Rezoning Application Regarding 117 N. Hamilton Street**

VIII. MOTIONS AND RESOLUTIONS:

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

- 1. R-21-80, Resolution setting a Public Hearing on proposed re-zoning of 117 N. Hamilton St.**

**RESOLUTION INTRODUCING AMENDMENT TO THE CITY OF POUGHKEPSIE
CODE OF ORDINANCES ENTITLED “ZONING AND LAND USE REGULATION AND
PROVIDING FOR PUBLIC NOTICE AND HEARING
R-21-80**

INTRODUCED BY COUNCIL MEMBER: FLOWERS

BE IT RESOLVED that an introductory ordinance amending the City of Poughkeepsie Code of Ordinances, entitled “Zoning and Land Use Regulation, the rezoning of 117 North Hamilton Street” 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 ordinance be laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council hold a public hearing for public comments on said proposed ordinance at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at 6:00 o’clock P.M., on December 6th, 2021; and

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

On a motion by _____, seconded by _____, the resolution was adopted on a vote of _____ Ayes, _____ Nays. The Mayor declared this resolution adopted.

Dated: November ___, 2021

R-21-80						
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McClinton	Votes	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Chair Salem	Voter	☒	☐	☐	☐

2. **R-21-81**, Resolution accepting a donation of certain real property (for subsequent conveyance to Springside Condominium Association

**RESOLUTION
R-21-81**

INTRODUCED BY COUNCILMEMBER BRANNEN :

WHEREAS, J. Allen Britvan has offered to convey title to certain parcels of real property more fully described in Schedule “A” attached as a gift to the City; and

WHEREAS, pursuant to section 2.05(j) of the Administrative Code of the City of Poughkeepsie the Common Council is authorized to accept gifts on behalf of the City of Poughkeepsie; and

WHEREAS, the Common Council has found it to be in the best interest of the City and the residents thereof to accept the gift of the real property with the understanding that the City will negotiate the subsequent sale of the parcels with the Springside Homeowners Association which will return the parcels to the tax rolls; and

NOW, THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie hereby accepts the gift from J. Allen Britvan of title to the real property more fully described in Schedule “A” attached; and be it further

RESOLVED that the Mayor and the City Administrator and the Corporation Counsel be and they hereby are authorized and empowered to execute all documents and to take any steps necessary and convenient to give full effect to this Resolution.

SECONDED BY COUNCILMEMBER _____.

R-21-81			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McClinton	Votes	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☒	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Chair Salem	Voter	☒	☐	☐	☐

IX. ORDINANCES AND LOCAL LAWS:

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

1. **LL-21-04**, a Local Law amending Chapter 12 entitled “Housing” of the code of the City of Poughkeepsie to prohibit evictions without good cause

LL-21-04

A LOCAL LAW AMENDING CHAPTER 12 ENTITLED "HOUSING" OF THE CODE OF THE CITY OF POUGHKEEPSIE TO PROHIBIT EVICTIONS WITHOUT GOOD CAUSE

SPONSORED BY CHAIR SALEM AND COUNCILMEMBER MENIST:

Section 1. Title

This local law shall be known as Local Law No. 04 for the year 2021.

Section 2. Legislative Findings, Intent, and Purpose.

Renters in the City of Poughkeepsie, especially low- and moderate-income renters are increasingly faced with the refusal of landlords to continue to rent to otherwise credit-worthy tenants and tenants who are otherwise following all applicable laws. Increased real estate prices in the city is leading to increases in gentrification and the displacement of tenants who cannot afford increasing rents. The purpose of this law is to protect tenants from exorbitant rent increases that could result in increased homelessness within the City.

Section 3. Statement of Authority

This local law is authorized by the Municipal Home Rule Law (chapter 36-a of the Consolidated Laws of the State of New York) and the General City Law (chapter 21 of the Consolidated Laws of the State of New York).

Section 4. Amendment to the Code of the City of Poughkeepsie

Chapter 12 of the Code of the City of Poughkeepsie, entitled " Housing" is amended by ADDING the following Division within Article III entitled " Minimum Standards":

DIVISION 9

Prohibition of Eviction Without Good Cause

Section 12-175 Applicability

This article shall apply to all housing accommodations except:

- A. Owner-occupied premises with less than four units.
- B. Premises where the possession, use, or occupancy of which is solely incident to employment and such employment is being lawfully terminated.
- C. Premises otherwise subject to regulation of rents or evictions pursuant to state or federal law to the extent that such state or federal law requires "good cause" for termination or non-renewal of such tenancies.
- D. Premises sublet pursuant to section two hundred twenty-six-b of the New York State Real Property Law or otherwise, where the sub-lessor seeks in good faith to recover possession of such housing accommodation for personal use and occupancy.

Section 12-176 Grounds for removal of tenants

A. No landlord shall remove a tenant from any housing accommodation, or attempt such removal or exclusion from possession, notwithstanding that the tenant has no written lease or that the lease or other rental agreement has expired or otherwise terminated, except upon order of a competent jurisdiction entered in an appropriate judicial action or proceeding in which the petitioner or plaintiff has established one of the following grounds as good cause for removal or eviction:

- (1) The tenant has failed to pay rent due and owing, provided, however, that the rent due and owing, or any part thereof, did not result from a rent increase or pattern of rent increases which, regardless of the tenant's prior consent, if any, is unconscionable or imposed for the purpose of circumventing the intent of this article. In determining whether all or part of the rent due and owing is the result of an unconscionable rent increase or pattern of rent increases that is imposed for the purpose of circumventing this article, the Court may consider, among other factors,
 - i) the rate of the increase relative to the tenant's ability to afford said increase and to the relative rate of rent burden, ii) improvements made to the subject unit or common areas serving said unit, iii) whether the increase was precipitated by the tenant engaging in the activity described at Section 223-b (1)(a)-(c) of the Real Property Law, iv) significant market changes relevant to the subject unit, and v) the condition of the unit or common areas serving the unit, and it shall be a rebuttable presumption that the rent for a dwelling is unconscionable or imposed for the purpose of circumventing the intent of this article if said rent has been increased in any calendar year by a percentage exceeding five percent;

- (2) The tenant is violating a legal obligation of their tenancy, other than the obligation to surrender possession, and has failed to cure such violation after written notice that the violation ceases within ten days of receipt of such written notice, provided, however, that the obligation of tenancy for which violation is claimed was not imposed for the purpose of circumventing the intent of this article;
- (3) The tenant is committing or permitting a nuisance in such housing accommodation, common areas, or other areas of the property, or is maliciously or by reason of negligence damaging the housing accommodation, common areas, or other areas of the property; or the tenant's conduct is such as to interfere with the comfort of the landlord or other tenants or occupants of the same or adjacent buildings or structures, including but not limited to, smoking inside the residential unit where smoking inside the residential unit has been prohibited by the landlord and such prohibition has been communicated to the tenant, failing to dispose of waste created by the tenant's pet(s) from the property on which the residential unit is located in accordance with relevant laws, repeatedly engaging in activities that cause an unreasonable amount of noise or allowing others to do so without taking appropriate steps to mitigate such noise, and causing the accumulation of excessive rubbish and/or garbage in the residential unit and common areas
- (4) Occupancy of the housing accommodation by the tenant is in violation of or causes a violation of law and the landlord is subject to civil or criminal penalties, therefore; provided however that the City of Poughkeepsie or other qualified governmental entity has issued an order requiring the tenant to vacate the housing accommodation. No tenant shall be removed from the possession of a housing accommodation on such ground unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the order to vacate. In instances where the landlord does not undertake to cure conditions of the housing

accommodation causing such violation of the law, the tenant shall have the right to pay or secure payment in a manner satisfactory to the court, to cure such violation provided that any tenant expenditures shall be applied against rent to which the landlord is entitled. In instances where removal of a tenant is absolutely essential to their health and safety, the removal of the tenant shall be without prejudice to any leasehold interest or other right of occupancy the tenant may have and the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. Nothing herein shall abrogate or otherwise limit the right of a tenant to bring an action for monetary damages against the landlord to compel compliance by the landlord with all applicable laws;

- (5) The tenant is using or permitting the housing accommodation to be used for an illegal purpose;
- (6) The tenant has unreasonably refused the landlord access to the housing accommodation for the purpose of making necessary repairs or improvements required by law or for the purpose of showing the housing accommodation to a prospective purchaser, mortgagee, or other person having a legitimate interest therein;
- (7) The landlord seeks in good faith to recover possession of a housing accommodation located in a building containing fewer than twelve units because of immediate and compelling necessity for their own personal use and occupancy as their principal residence, or the personal use and occupancy as principal residence of their partner, spouse, parent, child, stepchild, father-in-law or mother-in-law, when no other suitable housing accommodation in such building is available. This paragraph shall permit recovery of only one housing accommodation and shall not apply to a housing accommodation occupied by a tenant who is sixty-two years of age or older or who is a disabled person;

- (8) The landlord seeks in good faith to recover possession of any or all housing accommodations located in a building with less than five units to personally occupy such housing accommodations as their principal residence;
- (9) The owner-landlord has in good faith entered into a contract for the sale of the housing accommodation and such contract requires that the housing accommodation be transferred free and clear of any and all residential tenancy obligations as a condition of such sale where the owner-landlord has no shared financial or other interest with the potential buyer other than the sale of the housing accommodation in question and submitted sufficient proof to the com1 thereof
- (10) Where the tenant has refused in bad faith to enter into a written lease which has been offered in good faith to the tenant by the landlord, subject to the following:
 - (a) The proposed written lease must have been offered to the tenant in writing on at least two occasions at least two weeks apart, and such written offer shall include:
 - (i) an original and one copy of the proposed written lease, executed by the landlord or their designee;
 - (ii) notice of the landlord's intention to pursue eviction if the tenant rejects the proposed written lease and/or does not enter into said lease within thirty days of the initial offer and specifying that the landlord may pursue eviction at any time between the expiration of the 45 days and 120 days of the date of such offer;

(iii) clear instructions to the tenant concerning the manner in which the tenant is to communicate to the landlord acceptance or rejection of the written lease;

(iv) Notice of any proposed increase in rent equal to or greater than 5% shall be provided in compliance with Real Property Law § 226-C;

(b) the proposed written lease shall not supersede an existing, active lease to which the landlord and the tenant are parties;

(c) The terms of the proposed written lease may not

(i) be unconscionable and/or mandate or proscribe activities not rationally related to the regulation of activities that would create a nuisance at the property or cause discomfort to the tenants or occupants of the same or adjacent buildings or structures, including, but not limited to activities described in subdivision (3) of subsection A above; or

(ii) substantially alter the terms any of any existing lease other than to provide reasonable clarification of the terms and conditions of the tenancy;

(d) the proposed written lease shall not be offered for the purposes of circumventing this article;

(e) the tenant shall be entitled to dismissal of any eviction petition brought for the tenant's refusal to enter into a lease according to these terms if

(i) the tenant consents to enter into the proposed written lease presented in the first offer pursuant to subsection 10(a) at any time prior to the earlier of the execution of the warrant of eviction or the

good faith execution of an enforceable lease agreement between the landlord and a different party in an arms-length transaction for the premises occupied by the tenant regardless of landlord's willingness to accept said consent at the time it is communicated; and/or

(ii) prior to the commencement of the eviction proceeding the tenant attempted in good faith to negotiate the terms of the proposed written lease without substantially altering the terms of the prior lease agreement and that the landlord refused in bad faith to engage in such negotiation; and/or

(iii) the tenant's failure to enter into the proposed written lease was due to a good-faith failure to comprehend the terms of the proposed written lease;

(iv) the tenant is a victim of domestic violence as defined by NY Social Service Law §459-A and is unable to safely enter into the proposed written lease due to good faith concerns for the tenant's personal safety; and/or

(V) the proposed written lease includes an increase in rent or increase in the tenant's responsibility for recurring payments associated with the tenancy that would violate the terms or intent of subdivision (1) of subsection (A), above;

(f) that any proceeding for eviction pursuant to this subsection shall have been commenced within 120 days of the proposed written lease first having been offered to the tenant, provided, however, the landlord may commence the process for execution of a lease pursuant to this subdivision by submitting a new or revised lease to the tenant that would recommence the 120-day time period for a potential eviction action pursuant to this subdivision.

Section 5. Severability.

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation in said clause, sentence, paragraph, section or part of this Local Law.

Section 6. Effective Date.

This Local Law shall take effect immediately upon filing with the Secretary of State.

LL-21-04						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McClinton	Votes	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☒	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Chair Salem	Voter	☒	☐	☐	☐

X. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

- 1. ~~A COMMUNICATION FROM ACTING DEVELOPMENT DIRECTOR QUINN, Rezoning Application Regarding 117 N. Hamilton Street~~ *(moved communication to before VII. Motions & Resolutions by Chair Salem)***
- 2. A COMMUNICATION FROM SARAH SMILEY, on C-PACE Financing Program**
- 3. A PRESENTATION FROM COMMUNITY DEVELOPMENT COORDINATOR HESSE & CHAD BEACH, HERITAGE FINANCIAL CREDIT UNION, an Introduction to HFCU Financial Opportunity Center**
- 4. A COMMUNICATION FROM CITY ADMINISTRATOR NELSON, on a proposed sale of a vacant lot on N. Hamilton Street**
- 5. A COMMUNICATION FROM CITY ADMINISTRATOR NELSON, on a proposed amendment to our local code (Section 19-4-1) in order to allow certain home businesses to operate during the pandemic**

XI. ~~EXECUTIVE SESSION TO DISCUSS THE PROPOSED SALE, ACQUISITION OR LEASE OF REAL PROPERTY~~ *(moved Executive Session to after XII. UNFINISHED BUSINESS & XIII. NEW BUSINESS by Chair Salem)*

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

**EXECUTIVE SESSION TO DISCUSS THE PROPOSED SALE, ACQUISITION
OR LEASE OF REAL PROPERTY**

Councilmember Menist made a motion to resume regular meeting and was seconded by Councilmember Flowers.

XIV. ADJOURNMENT

A motion was made by Councilmember Flowers and seconded by Councilmember Menist to adjourn the meeting at 11:08pm.

Dated: December 1, 2021

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, November 15, 2021.

Respectfully submitted,

**Jasmin Nicole Davis
City Chamberlain**

