



COMMON COUNCIL MEETING

Monday, March 21, 2022
Common Council Chambers

6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting – March 14, 2022

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

IV. PUBLIC PARTICIPATION

V. CHAIRPERSON'S COMMENTS AND PRESENTATIONS

VI. MAYOR'S COMMENTS

VII. NEW & UNFINISHED BUSINESS:

VIII. REPORTS OF COMMITTEES AND BOARDS:

CONSENT AGENDA:

IX. MOTIONS AND RESOLUTIONS:

1. **R-22-26**, Resolution Authorizing The Mayor And The Commissioner Of Finance To Amend The Existing Sales Tax Agreement With The City Of Beacon And The County Of Dutchess And To Execute A New Sales Tax Agreement With The City Of Beacon And The County Of Dutchess.

X. ORDINANCES AND LOCAL LAWS:

1. **O-22-02**, Ordinance Amending §13-175 of the City of Poughkeepsie Code of Ordinances Entitled "Stop Signs; Locations Designated"

ACTION AGENDA:

XI. MOTIONS AND RESOLUTIONS:

XII. ORDINANCES AND LOCAL LAWS:

XIII. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **FROM DUTCHESS COUNTY TRANSPORTATION COUNCIL**, a presentation on the Rt. 9/44/55 Project.
2. **FROM ANTAWAN JOHNSON**, a notice of personal injury sustained on December 8, 2021.
3. **FROM DEREK EVANS**, a notice of personal injury sustained on January 18, 2022.
4. **FROM QUEEN CITY LOUNGE**, a notice of intent to file a NYS Liquor License.

XIV. ANNOUNCEMENTS:

XV. ADJOURNMENT:

**RESOLUTION
(R-22-26)**

**RESOLUTION AUTHORIZING THE MAYOR AND THE COMMISSIONER OF
FINANCE TO AMEND THE EXISTING SALES TAX AGREEMENT WITH THE CITY
OF BEACON AND THE COUNTY OF DUTCHESS AND TO EXECUTE A NEW SALES
TAX AGREEMENT WITH THE CITY OF BEACON AND THE COUNTY OF
DUTCHESS**

INTRODUCED BY CHAIR SALEM:

**CO-SPONSORED BY COUNCILMEMBERS SHOOK, DEICHLER, FLOWERS &
THOMPSON:**

WHEREAS, the City of Poughkeepsie and the City of Beacon have previously entered into a Sales Tax Agreement with the County of Dutchess and that Agreement will expire in February of 2023; and

WHEREAS, the City of Poughkeepsie wishes to amend the existing ten-year agreement and enter into a new ten-year Sales Tax Agreement with the City of Beacon and the County of Dutchess which is deemed to be in the interest of the involved parties; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Poughkeepsie Common Council hereby authorizes the Mayor and the Commissioner of Finance to amend the existing 2013 Sales Tax Agreement with the City of Beacon and County of Dutchess in the form annexed hereto as **Exhibit A** and incorporated herein by reference; and

BE IT FURTHER RESOLVED that the City of Poughkeepsie Common Council hereby authorizes the Mayor and the Commissioner of Finance to execute a new Sales Tax Agreement with the City of Beacon and County of Dutchess in the form annexed hereto as **Exhibit B** and incorporated herein by reference; and

BE IT FURTHER RESOLVED that the Mayor and the Commissioner of Finance are hereby authorized to execute any other documents related to the new Sales Tax Agreement and to the Amendment to the 2013 Sales Tax Agreement necessary for their implementation.

SECONDED BY COUNCILMEMBER _____.

EXHIBIT A

**AMENDMENT TO JUNE 14, 2013
SALES TAX AGREEMENT**

THIS AMENDMENT AGREEMENT, made as of March __, 2022, by and between the COUNTY OF DUTCHESS, a municipal corporation and political subdivision of the State of New York, having its principal office at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), the CITY OF POUGHKEEPSIE, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at Municipal Building, Poughkeepsie, New York 12601 (hereinafter referred to as "Poughkeepsie"), and the CITY OF BEACON, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at 427 Main Street, Beacon, New York 12508 (hereinafter referred to as "BEACON"),

WHEREAS, the parties hereto made and entered into a five (5) year agreement dated December 29, 1989 (County Contract No. 90-0050-FI) by which the Cities of Poughkeepsie and Beacon surrendered their rights of preemption to the New York State Sales and Use Tax, and

WHEREAS, said Agreement was renewed by Agreement dated November 14, 1994 (County Contract No. 95-0006-2/2000-FI) for an additional period of five (5) years, by Agreement dated January 18, 2000 (County Contract No. 00-0054-2/05-FI) for an additional period of five (5) years, by Amendment Agreement dated June 1, 2003 (County Contract No. 00-0054-02/05-FI-A1) to increase the county-wide Sales and Use Tax from 3% to 3.75% and to provide for the distribution thereof, and by Agreement dated June 14, 2013 (County Contract No. 13-0193-3/23-FI) for an additional period of ten (10) years, for a period expiring February 28, 2023, and

WHEREAS, it is the mutual desire of the parties to amend said June 14, 2013 Agreement upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto, through their Chief Executive Officers, having first obtained the consent of their legislative bodies and the New York State Comptroller, do hereby agree as follows:

1. The June 14, 2013 Sales Tax Agreement (County Contract No. 13-0193-3/23-FI) is hereby amended to add the following language to paragraph five (5): "Additionally, in 2022, the County shall distribute to the City of Poughkeepsie three million (\$3,000,000) dollars, pursuant to Section 1262(c) of the New York State Tax Law."

2. Payment shall be made within one (1) month following the full execution of the Amendment Agreement
3. All other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement.

APPROVED AS TO FORM:

APPROVED: COUNTY OF DUTCHESS

Dutchess County Attorney

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO FORM:

APPROVED: CITY OF POUGHKEEPSIE

Corporation Counsel

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Robert Rolison, Mayor

APPROVED AS TO FORM:

APPROVED: CITY OF BEACON

City Attorney

APPROVED AS TO CONTENT:

City Administrator

By: _____
Lee Kyriacou, Mayor

[illegible]

On this day of , 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared MARCUS J. MOLINARO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[illegible]

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[illegible]

On this day of , 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT B

SALES TAX AGREEMENT

THIS AGREEMENT, made this _____ day of March, 2022, by and between the **COUNTY OF DUTCHESS**, a municipal corporation and political subdivision of the State of New York, having its principal office at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") the **CITY OF POUGHKEEPSIE**, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601 (hereinafter referred to as "POUGHKEEPSIE"), and the **CITY OF BEACON**, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at One Municipal Plaza, Suite One, Beacon, New York 12508 (hereinafter referred to as "BEACON").

WHEREAS, the parties hereto have made and entered into various Agreements pursuant to New York State Tax Law Section 1262(c), namely, in 1989 for a five (5) year term, in 1994, for a five (5) year term, and in 2000 for a five (5) year term, and

WHEREAS, on June 1, 2013, the Sales and Use Tax Agreement was amended by Contract No. 00-0054-2/05-FI-A1, as a result of the County wide Sales and Use Tax increasing from 3 to 3.75% pursuant to Chapter 58 of the Laws of 2020 and Tax Law Section 1210, and

WHEREAS, the parties hereto made and entered into a ten (10) year agreement effective March 1, 2013, and ending March 1, 2023, by which the Cities of Poughkeepsie and Beacon surrendered their rights of preemption to the Sales and Use Tax, and

WHEREAS, the parties had originally agreed to enter into a renewal or modification of the March 1, 2013 Agreement by December 1, 2021, to become effective on March 1, 2023, but by Memorandum of Agreement the parties extended the date by which they must renew or modify to June 1, 2022, in mutual interests and benefit of the parties, and

WHEREAS, it is the desire of the County to aid revenue generating capacity by the continuation of the County Sales And Use Tax at 3.75% as provided in the Tax Law of the State of New York, and for it to be uniformly applied in all areas of the County, and

WHEREAS, Poughkeepsie hereby declines its "right of preemption" of one-half (1/2) of the non-state sales and use tax collected within the City of Poughkeepsie, and

WHEREAS, Beacon hereby declines its "right of preemption" of one-half (1/2) of the non-state Sales And Use Tax collected within the City of Beacon, and

WHEREAS, Poughkeepsie and Beacon would be required to continue to surrender their respective "rights of preemption" in order for the County to continue to impose the uniform County wide Sales And Use Tax at 3.75% that being the maximum amount now permitted by State law, and

WHEREAS, it is in the best interests of the County, Poughkeepsie, and Beacon to come to mutual agreement as to distribution of County Sales and Use Tax without jeopardizing their respective abilities to raise revenue, and

WHEREAS, the County intends to set aside a certain amount of Sales and Use Tax revenue for County purposes pursuant to Section 1262(a) of the Tax Law of the State of New York, and

WHEREAS, the County intends to set aside a certain amount of said Sales and Use Tax net collections not set aside for County purposes as defined in Section 1262(c) of the Tax Law and to allocate the same to the Cities and areas in the County outside of the Cities as set forth herein, and

WHEREAS, Poughkeepsie and Beacon have each elected to receive said allocation in direct payments pursuant to Tax Law Section 1262(c) in lieu of a tax reduction of the County tax levied upon real property in Poughkeepsie and Beacon,

NOW, THEREFORE, the parties hereto, through their chief executive officers having first obtained the consent of their respective legislative bodies and the New York State Comptroller do hereby agree as follows:

1. The County will continue its Sales and Use Tax at no less than 3.75% during the term of this Agreement. The County's portion of the "net collection" set aside for County purposes shall be defined as the net collections of the Sales and Use Tax received from New York State, less distributions and areas outside the cities as set forth in paragraphs 5, 7 and 8 herein.
2. Poughkeepsie will not exercise its right of preemption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York to be effective for each year of this Agreement as long as the County's Sales and Use Tax remains no less than 3.75%.
3. Beacon will not exercise its right of preemption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York to be effective for each year of this Agreement as long as the County's sales and use tax remains no less than 3.75%.
4. The County shall in each year during the term of this Agreement distribute to the Cities of Poughkeepsie and Beacon, collectively, a percentage of the total County Sales and Use Tax revenue distributed by the State of New York to the County.
5. The percentage shall be distributed to Poughkeepsie and Beacon as follows:
 - (a) City of Poughkeepsie:
 - (b) 5.41% for fiscal years 2023, 2024, and 2025;

- (c) 5.63% for fiscal years 2026, 2027, 2028, and 2029; and
- (d) 6.02% for fiscal years 2030, 2031, and 2032
- (e) City of Beacon:
- (f) 2.35% on a fiscal year basis for 2023, 2024 and 2025;
- (g) 2.45% for fiscal years 2026, 2027, 2028 and 2029; and
- (h) 2.62% for fiscal years 2030, 2031 and 2032

6. Payments by the County shall be made directly to the Cities on the business day after receipt of the County's share of the sales tax proceeds from the State Commissioner, by ACH payment to a designated account or by check of the County Commissioner of Finance at the option of each City.

7. Commencing in 2023, the County shall annually deduct three hundred thousand (\$300,000) from the City of Poughkeepsie's total allocation set forth in Paragraph 5 of this Agreement in each year of this Agreement with the first deduction being collected by December 31, 2023.

8. The County shall in each year during the term of this Agreement, pursuant to and in accordance with Section 1262(c) of the Tax Law, allocate 9.5% of Sales and Use Tax to the areas outside the Cities of Poughkeepsie and Beacon, each town being allocated a proportionate share of the total allocation of 9.5% based upon its respective population as determined in accordance with the latest decennial federal census or special population census taken pursuant to Section 20 of the General Municipal Law completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of the County. Pursuant to Tax Law 1262(c), villages which have elected to be paid directly shall receive amounts determined by the ratio that the full valuation of real property in the village or

portion thereof within the town in which such village is located bears to be the full valuation of real property in the entire town. Allocations shall be made quarterly.

9. Except as provided in paragraphs 5, 7, and 8, hereof, all Sales and Use Tax moneys received by the County and not distributed as herein provided shall be retained by the County for County purposes pursuant to Section 1262(a) of the Tax Law of the State of New York.

10. The term of this Agreement shall be for a period of ten (10) years commencing as of March 1, 2023 and ending February 28, 2033, unless the parties shall enter into a renewal and/or modification thereof on or before June 1, 2032, to become effective upon the termination of this agreement.

11. In the event of the termination of this Agreement without renewal, Poughkeepsie reserves its right to re-exercise its right of preemption with respect to the levying and collection of Sales and Use Tax within Poughkeepsie, and Beacon reserves its right to thereafter exercise its right of preemption with respect to the levying and collection of Sales and Use Tax within Beacon, effective after March 1, 2032.

12. This Agreement shall become effective upon its execution by the chief executive officers of the respective parties, each having first obtained legislative consent thereto by their respective legislative bodies, and upon the further approval and consent of the Comptroller of the State of New York with respect to all agreements entered into between the County and the cities within the County providing for the distribution of Sales and Use Tax collected within the County, not reserved for County or educational purposes, to the areas within the County.

IN WITNESS WHEREOF, the parties have signed this Agreement.

APPROVED AS TO FORM:

APPROVED: COUNTY OF DUTCHESS

Dutchess County Attorney

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO FORM:

APPROVED: CITY OF POUGHKEEPSIE

Corporation Counsel

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Robert Rolison, Mayor

APPROVED AS TO FORM:

APPROVED: CITY OF BEACON

City Attorney

APPROVED AS TO CONTENT:

City Administrator

By: _____
Lee Kyriacou, Mayor

On this day of , 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared MARCUS J. MOLINARO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK)
)
COUNTY OF DUTCHESS)

SS:

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Rolison, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK)
)
COUNTY OF DUTCHESS)

SS:

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Lee Kyriacou, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

G-0847-A 2/18/22 w/ HS CEB JW revisions

**ORDINANCE AMENDING §13-175 OF THE
CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED “STOP SIGNS; LOCATIONS DESIGNATED”
(O-22-02)**

INTRODUCED BY COUNCILMEMBER MENIST:

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

SECTION 1: Section 13-175 of the City of Poughkeepsie Code of Ordinances entitled “**Stop Signs; Locations Designated**” is amended by the **ADDITION** of the following language:

**On Rinaldi Boulevard, at its intersection with Gerald Drive and Laurel Street,
both directions.**

SECTION 2: This Ordinance shall take effect immediately upon adoption.

SECONDED BY COUNCILMEMBER _____ .

**BOLD and UNDERLINING INDICATE ADDITION
BRACKETS [] AND ~~STRIKETHROUGH~~ INDICATE DELETION**

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2022 MAR - 7 PM 3:44

TODAY'S DATE: March 4, 2022

NAME AND ADDRESS OF EACH CLAIMANT:

Antawon Johnson 154 Cannon St apt #1 Poughkeepsie NY 12601

TELEPHONE NUMBER: (845) 453-8153

NAME AND ADDRESS OF ATTORNEY (IF ANY):

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE): The City of Poughkeepsie Police
Department and state troopers came to 551 Main St about 30:18 and had their guns on

yelling telling me to exit the vehicle I was sitting in. I exited the vehicle with my hands in the
and was immediately handcuffed. While I was handcuffed facing the car that I got out of willingly I
knocked in my eye I blacked out and lost consciousness until I hit my face against the concrete and
Haberski was going through my pockets. I was taken to the police station and instantly taken to Mid-H
Regional hospital where the doctors informed me that I need to be taken to Westchester Medical for surgery.

ITEMS DAMAGED OR INJURIES SUSTAINED: The City of Poughkeepsie Police Department used excessive force for no reason at all. I did

He has sustained a cut, abrasions and heavy swelling to his left eye that was closed shut for weeks. He
has an orbital fracture and pressure behind left eye that needs surgery done. He also sustained a boxer fracture to right
hand and left hand middle finger contractor needs surgery.

He has pictures and the hospital records.

Antawon Johnson
Signature of Claimant

Signature of Claimant

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

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

Signature of Claimant

Signature of Claimant

Sworn to before me this

7th day of March, 2022

[Signature]
Notary Public

CAROL THOMPSON
NOTARY PUBLIC, State of New York
04TH6151306
Qualified in Dutchess County
Commission Expires 8/14/32

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

-----X
In the Matter of the Claim of
DEREK EVANS

-----X

NOTICE OF CLAIM

TO: THE CITY OF POUGHKEEPSIE
City Chamberlain
62 Civic Center Plaza
City Hall - First Floor
Poughkeepsie, NY 12601

PLEASE TAKE NOTICE that the undersigned claimant(s) hereby make(s) claim and demand against you as follows:

1. The name and post office address of each claimant and claimant's attorneys are:

Claimants
DEREK EVANS
135 Main Street, Apt.# 407
Poughkeepsie, NY 12601

Attorney
Greenberg Law P.C.
370 Lexington Avenue, Suite 1100
New York, NY 10017
(212) 972-5656

2. The nature of the claim:

Personal injuries, pain and suffering, and medical expenses.

3. The time when, the place where and the manner in which the claim arose:

On the 18th day of January, 2022 at approximately 10:45 a.m., while claimant was lawfully walking west on the sidewalk of Cannon Street toward Academy Street, and more particularly abutting the property of 23 Academy Street on the Cannon Street side, in the City of Poughkeepsie, State of New York, he was caused to trip, slip, stumble, and fall due to a raised, uneven sidewalk flag and wet, slick, and slippery icy condition on the sidewalk thereat. The accident occurred on the northside of Cannon St. approximately 78' feet east of the intersection of Cannon St. and Academy St. and 499' feet west of the intersection of Cannon St. and South Hamilton St. The subject sidewalk area was part of a driveway for the property. Therefore, THE CITY OF POUGHKEEPSIE derived a special use for the area. (see PHOTOCOPIES OF PICTURES DEPICTING ACCIDENT SITE ANNEXED documenting the location of where Claimant fell).

2022 MAR 10 PM 3:20

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN







Claimant was caused to fall and sustain injuries as a result of the negligence of THE CITY OF POUGHKEEPSIE, their agents, servants and/or employees, in the ownership, operation, management and control of said sidewalk; in failing to provide a safe place to walk; in failing to remove and/or properly remove the ice and/or snow thereat; in failing to clean and/or properly clean the aforesaid sidewalk thereat; in hiring and employing inept, incompetent and inexperienced personnel to clean and/or maintain the sidewalk thereat; in causing, permitting and allowing snow and/or ice to be, become and remain on said sidewalk for an extensive period of time prior to the occurrence herein; in failing to repair the raised and uneven sidewalk flag; in causing and creating a raised and uneven sidewalk flag by improper repairs and improper cement use; in failing to clean, timely clean and/or properly clean the said sidewalk to rid or properly rid it of the snow and/or ice which had been accumulating thereat for some time prior thereto and which was permitted to remain for a sufficient amount of time after it had snowed to allow THE CITY OF POUGHKEEPSIE, their agents, servants and/or employees to clear or properly clear said place of same; in failing to clear the area; in failing to place salt, sand and/or other ice melting substances or chemical agents thereat to eliminate or alleviate the slippery and slick conditions which existed thereat; in failing to give Claimant warning or notice of the dangerous and unsafe condition existing thereat; in failing to erect barricades or signs or other warning devices around the condition to warn persons, and more particularly, Claimant herein, of the dangerous conditions then and there existing; in failing to barricade or otherwise prevent others from traversing the area where a dangerous and defective condition existed; in permitting the aforementioned area to be used while in a dangerous, defective and traplike condition; in causing, allowing and permitting said dangerous and defective conditions to exist for an unreasonable length of time, under the circumstances then and there prevailing without remedying same; in failing to inspect and/or negligently inspecting the aforesaid premises; in failing to maintain the aforesaid sidewalk in such a manner as to avoid the occurrence complained of herein; in failing to timely and properly remedy said dangerous and defective condition; in failing to repair, adequately repair and/or properly repair said dangerous and defective condition; in failing to take timely and adequate precautions to prevent the happening of the occurrence complained of; in causing and creating a trap and/or obstruction; in failing to comply with all applicable statutes, ordinances, rules and regulations of the County of Dutchess, City of Poughkeepsie, and State of New York; in causing, permitting and/or allowing the surface at the aforementioned location to be, become and remain raised, sloped and/or uneven which permitted and/or caused accumulated and untreated snow to melt, run-off and freeze up therein; in failing to clear the location of ice in a timely fashion despite the passage of a reasonable period of time since the cessation of precipitation before the occurrence; in launching an instrumentality of harm by making the subject area more slippery than had they done nothing, and Claimant detrimentally relied on the CITY OF POUGHKEEPSIE to make the subject surface safe to walk upon, and in removing and leaving ice underneath exposed; in hiring, retaining and/or employing untrained, inept and unskilled contractors and/or subcontractors to remove said snow and/or ice thereat; and in failing to use due care and caution in the premises so as to prevent the happening of the occurrence complained of and the resulting injuries to this Claimant.

The CITY OF POUGHKEEPSIE maintained the area where the claimant was injured. The CITY OF POUGHKEEPSIE had an obligation and duty to maintain the sidewalk. As such, the negligence of the CITY OF POUGHKEEPSIE was a proximate cause Claimant's injuries in that

the raised sidewalk and the snow and/or ice contributed to his injuries. Furthermore, the CITY OF POUGHKEEPSIE was put on notice prior to this occurrence pursuant to §AC-15.03 of the City Code. As such, it became obligatory on the CITY OF POUGHKEEPSIE to repair the sidewalk and remove and/or properly remove the ice and/or snow thereat

Claimant was caused to sustain severe and permanent injuries as a result of the negligence of the CITY OF POUGHKEEPSIE their agents, servants and/or employees, in the ownership, operation, management and control of said area, and were negligent, careless and reckless in the ownership, operation, maintenance, management and control of the subject sidewalk.

THE CITY OF POUGHKEEPSIE is liable as they maintained a special use of the sidewalk and driveway.

4. The items of damage or injuries claimed are:

Claimant sustained severe injuries to his right leg, right knee, body and extremities and other areas of his body and has and will sustain pain and suffering, and has and will incur hospital and medical expenses in an effort to alleviate the injuries sustained, in the sum of THREE MILLION (\$3,000,000.00) DOLLARS.

The undersigned claimant therefore presents this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated: March 4, 2022
New York, NY


By: Robert J. Menna, Esq.
GREENBERG LAW P.C.
370 Lexington Avenue, Suite 1100
New York NY 10017
(212) 972-5656

INDIVIDUAL VERIFICATION

STATE OF NEW YORK)
): ss.:
COUNTY OF NEW YORK)

Robert J. Menna, Esq., being duly sworn, deposes and says that deponent is the attorney for claimant(s) in the within action; that he has read the foregoing Notice of Intention and knows the contents thereof; that the same is true to deponent's knowledge except as to the matters therein stated to be alleged on information and belief and that as to those matters, deponent believes it to be true.

The undersigned, an attorney admitted to practice in the Courts of the State of New York, hereby affirms as true under penalties of perjury that affirmant is the attorney for the Claimant in the

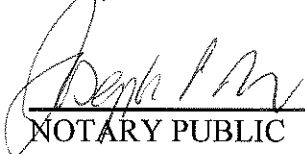
within action; that affirmant has read the foregoing **Notice of Claim** and knows the contents thereof; that the same is true to affirmant's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters affirmant believes to be true.

The grounds of affirmant's belief as to all matters not stated upon affirmant's knowledge are as follows: investigation made under affirmant's supervision and information and records in the case file.

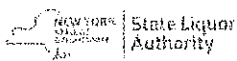
That the reason this verification is made by your affirmant and not by the plaintiff is that the claimant does not reside within the County of New York, which is the County in which your affirmant has his/her office.


Robert J. Menna, Esq.

Sworn to before me this
4th day of March, 2022


NOTARY PUBLIC

JOSEPH P. DEPAOLA
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DE6204730
Qualified in New York County
My Commission Expires April 20, 2025



OFFICE USE ONLY		
☐ Original	☐ Amended	Date _____

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

1. Date Notice was Sent: 03/14/2022 1a. Delivered by: Personal Delivery with Proof of Receipt

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

☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change ☐ Removal ☐ Class Change ☐ Method of Operation Change

For **New** applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

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

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

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

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

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

CITY OF Poughkeepsie
CITY CHAMBERLAIN
2022 MAR 14 PM 4:05

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

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

Applicant/Licensee Information:

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

5. Applicant or Licensee Name: Carlos Russell

6. Trade Name (if any): Queen City Lounge

7. Street Address of Establishment: 366 Main St

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

9. Business Telephone Number of Applicant/Licensee: (646) 597-0136

10. Business E-mail of Applicant/Licensee: cruss8290@gmail.com

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

12. Extent of Food Service:

☐ Full food menu; full kitchen run by a chef or cook ☒ Menu meets legal minimum food availability requirements; food prep area at minimum

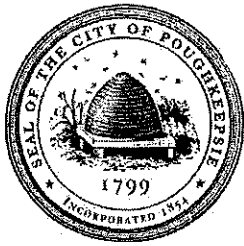
13. Type of Establishment: Bar/Tavern

14. Method of Operation: (check all that apply)

☐ Seasonal Establishment	☐ Juke Box	☒ Disc Jockey	☒ Recorded Music	☐ Karaoke
☐ Live Music (give details i.e., rock bands, acoustic, jazz, etc.): _____				
☐ Patron Dancing	☐ Employee Dancing	☐ Exotic Dancing	☐ Topless Entertainment	
☐ Video/Arcade Games	☐ Third Party Promoters	☒ Security Personnel		
☐ Other (specify): _____				

15. Licensed Outdoor Area: (check all that apply)

☒ None	☐ Patio or Deck	☐ Rooftop	☐ Garden/Grounds	☐ Freestanding Covered Structure
☐ Sidewalk Cafe ☐ Other (specify): _____				



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, March 14, 2022, 6:30 p.m.

Virtual

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

Welcome to the regularly scheduled Meeting of the City of Poughkeepsie Common Council the date is March 14, 2022, and the time is 6:31 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. ROLL CALL: (8 present, 1 absent: Councilmember Flowers late arrival)

II. REVIEW OF MINUTES:

Common Council Public Hearing – February 22, 2022

Common Council Meeting – February 22, 2022

Motion to accept the minutes: Councilmember Cherry

2nd: Councilmember Long

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

NONE

IV. PUBLIC PARTICIPATION

1. Laurie Sandow, S. Grand Ave. (submitted in writing)

In 1913, Supreme Court Justice Louis Brandeis wrote “sunlight is said to be the best of disinfectants”. As it happens, this week is Sunshine Week—since 2005, an annual, national celebration of Freedom of Information Law (FOIL). In New York State, FOIL’s legislative directive reads, in part: “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.”

Yet here we are tonight, three weeks since the last Common Council meeting, and the alleged work of the Council appears only as two “consent agenda” items—in other words, shrouded, no transparency, no-work-at-all in front of the public, decisions made by unknown parties only in closed rooms where the sun don’t shine. I asked three different councilmembers why the Council did not meet on Monday, March 7, as would have been usual (1st and 3rd Mondays). Two did not reply, and the third—Megan Deichler—first replied with the hooey (and I quote): “...I was told that occasionally, meetings will fall outside of that schedule due to conflicts with holidays and other events.” When pressed for specifics, Deichler said “I was not told the specific holiday or conflict. I would advise you to reach out to Jasmin Davis, the City Chamberlain (jdavis@cityofpoughkeepsie.com) directly to get that information.” Sad, is it not, that a brand new Councilmember who gladly accepts a paycheck, had neither the original interest in learning the facts behind certain decisions, nor the concern and willingness to obtain the information for themselves and their constituents even after being questioned.

As to the rejiggered Council meeting date, let me suggest the missing reason—that March 7 was the scheduled court date for Sarah Salem’s red light/DWI trial. The same Sarah Salem who, in collusion with the City of Poughkeepsie Administration as well as other councilmembers, is currently violating the City Charter on at least two

counts: by failure to create a Redistricting Commission, and by breach of the Charter-mandated dates for twice-yearly informational meetings. The same Sarah Salem with a documented history of law-breaking, fabrication and self-service, manufacturing a non-existent Council rule in order to silence public speakers, altering their own website to circulate a slanderous narrative, short-circuiting public hearings and informational meetings, and most recently fraudulently responding to a FOIL about subscribers to the Council's Facebook page, saying "I don't have any information regarding this request," while not only being on record with statements to the opposite, but also altering that Council Facebook page post-FOIL.

Salem has repeatedly circulated fake news that the Council did not have enough qualified, or the right kind of applicants to create the Redistricting Commission. So let's look at real history:

Section 2.09 of the Charter required the Council to appoint a redistricting commission no later than the first day of March 2021. The Council did not even post a "Public Notice Requesting Letters of Interest to Serve..." until February 19th, 2021, setting an application deadline of March 31st—thirty days past the deadline to create the Commission. At least ten people applied by the deadline, yet none of them were interviewed until May 2021. Even after those interviews, behind closed doors (as usual), the Council chose not to create the Commission.

The Council is not alone in non-responsiveness and fraudulent responses to Freedom of Information (FOIL) requests. The PK4Keeps steering committee and Natalie Quinn both continue to work in secrecy. At a recent Finance meeting Marc Nelson suggested that information obliterated by the City's new website design could be easily obtained through a Freedom of Information request—more fake news. The City's FOIL portal keeps an applicant waiting for up to 30 days, even when the information is readily at hand. Yet City Administrator Marc Nelson has written (and I quote): "Dear Ms. Sandow - whether or not documents are near at hand when an FOI arrives which seeks them is not dispositive of our timeline for providing them. Many other factors are important as city staff are typically addressing a host of matters on

any given day.” When replies to FOI requests are supplied—and they are not always supplied—they are often incomplete, requiring an appeal. Right now, I have two appeals that should be in front of Dr. Martinez, the City of Poughkeepsie FOI Appeals Officer. One of those appeals is already illegally overdue, while the portal indicates that both are only “submitted”, with neither one even “in progress”.

NYS Freedom of Information Law < <https://opengovernment.ny.gov/foil-law-text> > provides that an agency shall not deny a request on the basis that the agency lacks sufficient staffing. An Advisory Opinion from the NYS Committee on Open Government includes the following, “The [May 2005 NYS Freedom of Information] amendments clearly are intended to prohibit agencies from unnecessarily delaying disclosure. ... we point out that in its statement of legislative intent, §84 of the Freedom of Information Law states that ‘it is incumbent upon the state and its localities to extend public accountability wherever and whenever feasible.’ Therefore, when records are clearly available to the public under the Freedom of Information Law, or if they are readily retrievable, there may be no basis for a delay in disclosure.”

2. Joan Mandle

V. CHAIRPERSON’S COMMENTS AND PRESENTATIONS

I’m going to keep my comments brief because we do have two communications or presentations this evening, and I want to make sure we have enough time for those in enough time for questions.

Tonight is our last meeting on Zoom. It’s pretty exciting. We’re headed back to the council chambers next week, next Monday, March 21st. And you know, as I’m sure everyone is aware, we were waiting for updates to the executive order that allowed for virtual public meetings to occur. And it seems that Governor Hochul is just going to let that order, allowing virtual public meetings expire, and that’s due to progress with the coronavirus pandemic right now in the city of Poughkeepsie, we have less than nine active cases.

We’re trending the way that we like to trend, which is down, and that is very incredible news after two very, very long years of this pandemic. It’s feeling very encouraging. I don’t want to say to you any words to jinx anyone or anybody or community, but I’m excited to get back in person with everyone. It’s been a long

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kind of, you know, we've had there's been a learning curve to adjust to Zoom meetings and virtual meetings. And while they have allowed for a lot of folks to join us, that many may not have been able to in the chambers themselves.

I think that there's a little bit of something lost, you know, not having those in-person sessions.

So hopefully moving forward with our I.T. department and City Administrator Nelson, we'll figure out a way for a hybrid approach so that we can continue to accommodate people virtually if, if needed. But for right now, we will be back in the chambers, in the flesh, as they say on Monday.

Next up, we are working through new resumes received for the redistricting commission, conducted two interviews this past weekend. We're probably going to have to do a couple more this week and then we're going to get that commission up and running and up and working. We have some viable new candidates. So that is very encouraging as well for progress, release and finalize the Poughkeepsie housing study. I don't want to give any spoiler alerts, but that study is now posted on the City of Poughkeepsie website, and we will be having pattern at our April 4th council meeting to present on their findings to kind of dig into the report in a little more detail.

So I really encourage folks to mark your calendars for that date. It's a very dense report, but it is very useful for us here in the city Poughkeepsie it contains a lot of critical elements and graphics data insights, and it proves a lot of the assumptions that each of us might have had about what housing looks like currently in the city. True. Which can help us as policymakers and human health community members, as advocates, as we move forward through this housing crisis here in Poughkeepsie, see the next common council meeting that will be in person in the County Council chambers.

We're going to be hearing an update on the forty four fifty five project from the Dutchess County Department of Transportation. So, you know, they've come into the council. A few times to give us an update on how that project is unfolding, and so I'm excited to hear where it's at our next council meeting. And that concludes my comments for tonight. There's a lot going on in the world and I'm finding solace in gathering a community and you know, the positive news about the pandemic and you know that we are able to get back in person together. So I hope folks are able to find a little, you know, a little bit of light out there through all of the chaos that's happening elsewhere.

Mayor's comments Rob, unfortunately, cannot join us tonight.

And then so now we'll move to new and unfinished business from council members.

VI. MAYOR'S COMMENTS

NOT PRESENT

VII. NEW & UNFINISHED BUSINESS

VIII. REPORTS OF COMMITTEES AND BOARDS:

NONE

CONSENT AGENDA:

IX. MOTIONS AND RESOLUTIONS:

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

1. **R-22-25**, Resolution in Support of the NY-NJ Watershed Protection Act: H.R. 4677

**RESOLUTION
(R-22-25)**

A RESOLUTION IN SUPPORT OF THE NY-NJ Watershed Protection Act: H.R. 4677

**SPONSORED BY CHAIRPERSON SALEM, MAJORITY LEADER MENIST,
COUNCILMEMBER SHOOK, COUNCILMEMBER DEICHLER:**

WHEREAS, New York Congressman Tonko has proposed the NY-NJ Watershed Protection Act, a unique federal investment program to authorize \$50 million of federal funds to protect and restore all watersheds, including the Hudson River Watershed, that flow into New York-New Jersey Harbor and

WHEREAS, The Act has unanimous support among the Hudson Valley's Congressional delegation; and,

WHEREAS, the Act would provide benefits to diverse stakeholders such as the protection of fisheries and wildlife, conservation of natural resources and public and private lands, critical urban greenspaces, ocean and coastal resources, and various opportunities to improve the quality of life for community members throughout the region; and

WHEREAS, The City of Poughkeepsie is part of the most densely populated and economically important regions in the country, the proposed NY-NJ Watershed Act will provide enormous economic and environmental benefits locally, regionally and nationally; and

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WHEREAS, watersheds provide drinking water, tourism and outdoor recreation, economic opportunities, as well as sustain fisheries, critical wildlife and provide vital infrastructure from flooding and rising sea levels; and

WHEREAS, the Act would provide matching funds to achieve the goals of New York State Department of Environmental Conservation's Hudson River Estuary Program, a state program that has greatly benefitted Hudson Valley communities; and

WHEREAS, the Act would fund shoreline management and restoration within the watersheds; and

WHEREAS, as an elected body tasked with protection and safeguarding irreplaceable water-connected resources and nature-based flood hazard mitigation measures that are essential to protect human life and infrastructure; and

WHEREAS, this Act would direct the Secretary of the Interior to enhance collaboration and coordinate restoration activities at all levels of government to protect fish and wildlife habitats, endangered species, improve water quality, increase public access to the estuary, mitigate flood risks, and develop public outreach and educational activities; and

WHEREAS, many residents of the region of the NY-NJ Watershed live in communities lacking environmental justice, where access to and enjoyment of fish, wildlife, clean water, and other natural resources have been impaired or compromised, federal funding is necessary to mitigate these long overdue environmental and social issues; and

WHEREAS, The City of Poughkeepsie would benefit from the Act as it would establish beneficial programs and award grants to help fund valuable restoration projects in our local community; and

WHEREAS, The City of Poughkeepsie is a cornerstone in which its residents depend on and the region relies on for its resources to provide prosperity throughout the state, therefore, The City of Poughkeepsie must uphold its duty to protect the community's access to drinking water and natural resources; and

WHEREAS, The City of Poughkeepsie has an opportunity to be a social and environmental leader of the state, by supporting the NY-NJ Watershed Protection Act, we may lead by example and facilitate much needed change; and

NOW THEREFORE,

BE IT RESOLVED, that The City of Poughkeepsie Common Council, supports the passing of the NY-NJ Watershed Protection Act.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be delivered, by the City Chamberlain to Congressman Tonko of New York's 20th Congressional district; and

BE IT FURTHER RESOLVED, that the aforesaid resolution shall take effect immediately.

SECONDED BY:

R-22-25						
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

X. ORDINANCES AND LOCAL LAWS:

1. **O-22-02**, Ordinance Amending §13-175 of the City of Poughkeepsie Code of Ordinances Entitled “Stop Signs; Locations Designated” FIRST READ

**ORDINANCE AMENDING §13-175 OF THE
CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED “STOP SIGNS; LOCATIONS DESIGNATED”
(O-22-##)**

INTRODUCED BY COUNCILMEMBER MENIST:

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

SECTION 1: Section 13-175 of the City of Poughkeepsie Code of Ordinances entitled “**Stop Signs; Locations Designated**” is amended by the **ADDITION** of the following language:

On Rinaldi Boulevard, at its intersection with Gerald Drive and Laurel Street, both directions.

SECTION 2: This Ordinance shall take effect immediately upon adoption.

SECONDED BY COUNCILMEMBER _____ .

BOLD and UNDERLINING INDICATE ADDITION
BRACKETS [] AND ~~STRIKETHROUGH~~ INDICATE DELETION

ACTION AGENDA:

XI. MOTIONS AND RESOLUTIONS:

XII. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

- 1. FROM FINANCE COMMISSIONER DR. MARTINEZ, City-County Sales Tax Agreement**
- 2. FROM CITY ADMINISTRATOR NELSON, Easement for Safety Fence Surrounding former YMCA (upcoming county demolition project)**

A motion was made by Councilmember Cherry and seconded by Councilmember Menist to defer the remaining petition to Corporation Counsel.

- 3. FROM YESENIA CHEVEREZ, a notice of property damage sustained on January 17, 2022.**
- 4. FROM CAMILLE GEORGE, a notice of property damage sustained on January 19, 2022.**
- 5. FROM JUDITH MEADE, a notice of personal injury sustained on or around January 19, 2022.**
- 6. FROM JOSEPH COWANS, a notice of property damage sustained on February 2, 2022.**
- 7. FROM ATHENA MALCOLM, a notice of personal injury sustained on February 7, 2022.**
- 8. FROM JAMES HOUSTON, a notice of property damage sustained on February 7, 2022.**
- 9. FROM JERNELL STEVENS, a notice of personal injury sustained on February 8, 2022.**

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10. FROM DAWN GYURITS, a notice of property damage sustained on February 8, 2022.

11. FROM CATHERINE CRECCO, a notice of personal injury sustained on February 10, 2022.

12. FROM NYCOLE SMALL, a notice of property damage sustained on February 22, 2022.

XIII. ANNOUNCEMENTS:

XIV. ADJOURNMENT:

A motion was made by Councilmember Thompson and seconded by Councilmember Long to adjourn the meeting at 8:13pm.

Dated: March 17, 2022.

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, March 14, 2022.

Respectfully submitted,

Jasmin Nicole Davis
City Chamberlain

