



**THE CITY OF POUGHKEEPSIE
NEW YORK**

**COMMON COUNCIL MEETING
MINUTES**

Monday, April 4, 2016 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL

II. REVIEW OF MINUTES:

**Special Common Council Meeting Minutes of March 21, 2016
Common Council Minutes of March 21, 2016**

Common Council Meeting Minutes			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Accepted as Amended <input type="checkbox"/> Accepted <input type="checkbox"/> Tabled	Councilmember Young	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Perry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember McNamara	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Klein	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Cherry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

REMOVE:

VII. MOTIONS AND RESOLUTIONS:

- 1. FROM CHAIRMAN PETSAS, Resolution R16-30, approving appointments to the Industrial Development Agency.**

- 5. FROM CHAIRMAN PETSAS, Resolution R16-38, approving an appointment to the Waterfront Advisory Committee (WAC).**

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

COMMON COUNCIL MEETING

Time: 6:30 p.m.

Date: Monday, April 4, 2016

Place: Common Council Chambers, City Hall, City of Poughkeepsie

Public Comment Sign-up

Public Comment: Three (3) minutes per person on any agenda item or non-agenda item. Time period not to exceed 45 minutes total.

Please clearly print your name and address below:

1. TANIA PINEDA Davis Place
2. GUS KAZOGLIAS 47 NO. ROAD
3. KEW STICKLE 118 CATHERINE
4. LAURIE SANDHU 201 S GRAND

Official Minutes of the Council Meeting of Monday, April 4, 2016

I HAVE SPOKEN BEFORE THE CITY'S SEMI-ANNUAL DEPARTMENTAL HEADS MEETING REGARDING 'GARBAGE'!!! AS FORMER NYC MAYOR JULIANI'S 'BROKEN WINDOWS POLICY' IT IS APPLICABLE AND PREVALENT IN THE CITY OF POUGHKEEPSIE; THUS, PERMEATING THROUGHOUT THE NEIGHBORHOODS LIKES A RAT INFESTED CANCER. THE MAIN CULPRITS ARE THE ABSENTEE LANDOWNERS WHO LEAVE THEIR CONTAINERS/GARBAGE AT THE CURBSIDE 24/7!!!! WHERE IS THE ENFORCEMENT WITH PENALTIES? WHAT HAPPENED MAYOR TKYZIK'S NEW PROPOSED 'GARBAGE' ORDINANCE? HAS IT BEEN DEEPEED SIXED?

REGARDING THEW NEWLY APPROVED \$300,000,000 COUNTY JAIL, TRHE MOST EXPENSIVE JAIL EVER BULT IN N.Y.S. THE CITY OF POUGHKEEPSIE HAD NO INPUT TO THE 200 PAGE NEGATIVE ENVIREMENT IMPACT STATEMENT THAT WAS SUBMITTED/ DONE IN HOUSE BY A QUID-PRO-QUO FRIEND OF THE C.E.MOLINARO? TRIPLING THE WASTE DISCHARGE INTO A 100+YEAR OLD SEWER SYSTEM WITH NO CONSIDERATION FOR PLANT UPGRADE, BY TELLING ME THERE WILL HAVE NO DETRIMENTAL NEGATIVE EFFECTS!!! AT 85 YEARS OLD, IT'S LIKE TRYING TO CONVINCME THERE IS A TOOTH FAIRY!!!! PLEASE!!!!

MAYOR ROLLISON AND US SENATOR SCHUMER'S PHOTO OPT DISCOVERING LEAD IN THE CITY WATER SYSTEM WASN'T NEWS TO ME!!! FYI ALL BUILDINGS OF PRE=WARII CONSTRUCTION, HAD A LEAD WATER LATERAL SUPPLY LINE FROM THE CURB SHUT OFF INTO THE HOUSE METER!!!!

THE FORMER 8th WARD ALDERMAN INITIATED THE RE-ZONING FOR RABBI HECT OWNED J.C.C. AT FIRST; A PROPOSAL BY A SURROGATE BLACK GROUP, WHO WITHDREW, FOR SOME REASON, ONLY TO BE REWARDED LATER, ELSEWHERE? THE REZONING FROM R-2 TO R-4 COULD HOUSE UP TO 200+KYRIAL JOEL UNITS!!!! AS PER WICKEPEDIA, THE RABBI HECT IS AFFILIATED WITH KYRIAL JOEL!!!! IF THE RE-ZONING IS APPROVED WITH ITS TAX EXEMPT STATUS IT WOULD BE AN ADDED TO THE 30+% CITIES TAX EXEMPT PROPERTIES!!!! WHAT IS THE PRESENT REZONING STATUS OF SAID ABOVE J.C.C. PARCEL?

HOW CAN ELECTED CITY POUGHKEEPSIE OFFICIALS SELL A POSITIVE PICTURE OF THE POUGHKEEPSIE SCHOOL SYSTEM WHEN THOSE CERTAIN ELECTED OFFICIALS SENT THEIR CHILDREN TO PRIVATE SCHOOLS AND NOT TO THE PUBLIC POUGHKEEPSIE SCHOOL SYSTEM, THEY SUPPOSEDLY REPRESENT?


CONSTANTINE GUS KAZOLIAS

47NOXON STREET,POUGHKEEPSIE,N.Y.12601 04/03/16



POUGHKEEPSIE EARTH DAY
April 16 2016 ☀ Free! ☀ Noon - 4pm

CELEBRATE

Poughkeepsie's community, diversity and biodiversity!

10AM, MAIN STREET & FALL KILL CLEANUPS

ASSEMBLE 9:45AM — 517 MAIN STREET (MURPHY PARK AT CHERRY STREET)

•
12NOON-4PM – CHILD FRIENDLY ACTIVITIES – 505 MAIN STREET

PUBLIC SAFETY BUILDING | FIREHOUSE OPEN HOUSE | POLICE CANINE UNIT | GIANT MOTHER EARTH PUPPET
CHILDREN'S BOOK & ART WORKSHOPS | MUSIC & ANIMAL PUPPETS | ADULT & CHILDREN'S VINTAGE BICYCLES

•
12NOON-4PM – FAMILY FRIENDLY ACTIVITIES – MAIN STREET

BETW. MARKET & ACADEMY | MUSIC | GARDEN, ECOLOGY, COMMUNITY INFO | ARTS | FOOD

•
7PM, SATURDAY EVENING, APRIL 16 – COMMUNITY FILM SCREENING!

AWARD WINNING MOVIE "ANDY GOLDSWORTHY, RIVERS AND TIDES" AT CUNNEEN-HACKETT, 12 VASSAR ST.



TO PARTICIPATE OR VOLUNTEER TO HELP, CONTACT: PKearthday@gmail.com

FOLLOW US ON FACEBOOK: <https://www.facebook.com/poughkeepsie-earth-day-1012299282141587/>

V. MAYOR'S COMMENTS:

Mayor Rolison meetings coordinated last week: There was a meeting with the Office of the State Comptroller, three representatives from the Newburgh office came here on Thursday and met with the Fiscal Advisory Group on some next step that we will be

doing with the OSC as it relates to our finances, and budgeting procedures as we move towards the process of the 2017 budget. Also, there was a very encouraging and good meeting the new region director of the New York State Department of Transportation. He was here to talk about the coordination between the City of Poughkeepsie and DOT about the Market Street, Complete Street project with PACE. Also discussed was that we are hoping to have DOT play an active role in the arterial highways and state highways throughout the city. The next day, the DOT street sweeping operations was in the city. In Partnership with what we are doing on our streets is really making a cleaner city. A couple internal things in city hall, there is the contractors on site, working on the control system for heating and ventilation, which has not been able to be independently controlled for quite some time. DPW is still working on clean-ups and will be. They are in the process of cleaning up a very large home on North Hamilton Street. Waiting for bids to come back for the second half of the roof here at city hall, which still needs to be done, and is over the court room and the Police Department. Also, in working with Corporation Counsel is working with the County Attorney and has started discussion about the MOA's as it relates to the Justice and Transition Center Project, and we will be communicating with you as there is more information on that project. Mr. Stickle's point, "thank you for that compliment on First Friday, it was a success". Thanked many of the city employees who participated in that. There were at least 300 people there, because there were 300 "First Friday" buttons, which are gone, and there were people asking for them who were there. It was a great night, and will be looking to that throughout the remainder of the year. But the first night was a great night. Turned it over to the City Administrator who is going to do a follow up on Earth Day.

City Administrator Knapp informed the council that 505 Main Street, both the Police Department and the Fire Department will be at that building. Dutchess County Traffic Safety will have a bike rodeo there for the kids. That site is kinda set up the younger people up there. For the clean-up, there are a lot of groups who will be out there conducting these, all volunteers. The city will be facilitating them by bringing in DPW with equipment, with the Sanitation people to pick up the debris so it's immediately removed. This will be treated like a snow day, so the money we saved on snow, will be putting back into cleaning up that central part of the city. Also hoping so have some of the equipment out there like the street sweeper, and the elephant. Hope to have the first burst on it on the city website this Friday. There will be a meeting tomorrow just to get everyone in the same room to find out what we need to do to support them, and thanks Lori Sandow to be the first one in the door, and for helping us coordinate all of this.

VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

Vice Chair Cherry thanked Ms. Sandow, and stated that the sixth ward is also participating in Earth Day. They will be meeting at Bartlett Park at 10:00. She stated that this is in concert with Ms. Sandow's Earth Day. They had a ward meeting on March 31st, thanked Councilwoman Johnson and Chairman Petsas for joining, along with all other Councilmembers for reaching out. They wanted to clean up some of the areas outside of Main Street. She in particular will be going to the areas of Edgar, Grey, May with a small team. They also reached out to Beth-El Church, which is right across the street from Bartlett Park, and they will have representation joining them to clean up the sixth ward. Thanked DPW for cleaning up the snow expeditiously today, it was snowing

very profusely and the roads were clear. First Friday, Kudos Mayor Rolison. Unfortunately, she couldn't attend, but will be in attendance the next "Frist Friday", and every "First Friday" after that. The city has a new City Court Judge, congratulated City Court Judge Tom O'Neil.

VII. MOTIONS AND RESOLUTIONS:

- 1. A motion was made by Councilmember Cherry and seconded by Councilmember Johnson to receive and print.**



The City of Poughkeepsie

New York

Ronald Knapp
Acting City Administrator

March 30, 2016

COMMON COUNCIL
City of Poughkeepsie

Re: Dutchess County Municipal Consolidation & Shared Services Grants Acceptance

Dear Chairman Petsas and Members of the Common Council:

Attached, please find Resolution R-16-33 authorizing the Mayor to enter into an agreement with the Dutchess County Municipal Consolidation and Shared Services Grants Program where the City of Poughkeepsie would accept funding in the amount of \$286,340.00.

The attached resolution authorizes funding to Capital Market Advisors for the drafting of a Strategic Fiscal Improvement Plan. This initiative was begun by the previous administration. The Strategic Fiscal Improvement Plan outlines the Fiscal Distress Monitoring System employed by the State of New York and details where the City of Poughkeepsie falls in that system. The report further provides analysis of the City's various funds, staffing, economic profile, debt, and departments. This analysis includes specific findings and recommendations which, if implemented, can alleviate the fiscal stress the City is currently dealing with.

Capital Market Advisors will present their report at a Committee of the Whole meeting on Monday, April 11, 2016.

The second grant provides funds for Crisis Intervention Training (CIT) for twenty-five percent of County and local law-enforcement officers. These officers will receive forty hours of training on how to effectively respond to individuals experiencing crisis situations. This training provides officers with the knowledge and tools necessary to help identify, intervene, de-escalate, and

divert individuals from inpatient hospitalization and the criminal justice system to community organizations that can address their needs.

The City of Poughkeepsie will administer the grant for all the participating law enforcement agencies participating in the County and will receive an administrative fee for that oversight.

**RESOLUTION ACCEPTING GRANT UNDER THE DUTCHESS COUNTY
MUNICIPAL CONSOLIDATION AND SHARED SERVICES GRANT PROGRAM**

(R-16-33)

INTRODUCED BY COUNCILMEMBER CHERRY

WHEREAS, the City of Poughkeepsie submitted an application for funding under the Dutchess County Municipal Consolidation & Shared Services Grant Program in order to (1) provide Crisis Intervention Training to police agencies in Dutchess County and (2) develop a Fiscal Improvement Plan in anticipation of a review of the City's financial position by the State Financial Restructuring Board (FRB); and

WHEREAS, the County of Dutchess has notified the City that they have been awarded \$286,340 in order to fund both initiatives as requested by the City; and

WHEREAS, the Common Council of the City of Poughkeepsie is desirous of accepting such grant and authorizing the execution of the Grant Agreement; and

NOW THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie Common Council hereby accepts the grant from Dutchess County under its Municipal Consolidation & Shared Services Grant Program and authorizes the Mayor to execute a Grant Agreement and any and all other contracts, documents and instruments necessary to bring about the Projects and to fulfill the City's obligations under the Agreement; and be it further

RESOLVED, that the Common Council hereby determines that the proposed programs,

Official Minutes of the Council Meeting of Monday, April 4, 2016

as described in the Grant Agreement, are a Type II action in accordance with 6 NYCRR Section 617.5(c).

SECONDED BY COUNCILMEMBER JOHNSON

AGREEMENT

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

WITNESSETH:

WHEREAS, the County has implemented a Municipal Consolidation & Shared Services Grants program through the Department of Planning and Development, and

WHEREAS, the Municipality has submitted an applications with the Municipal Consolidation & Shared Services Grants program which have been approved by the County, and

WHEREAS, the applications concern the services of the Municipality to provide Crisis Intervention Team (CIT) Training and the development of a fiscal improvement plan, and

WHEREAS, the funds necessary to pay for such services are appropriated in the 2016 Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The Municipality shall oversee the performance of, using standards of care acceptable to the County and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the programs set forth in Exhibit "A" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall be effective February 1, 2015 and shall terminate on September 30, 2016, unless otherwise terminated as set forth herein.

3. PAYMENT. As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed TWO HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED FORTY and 00/100 (\$286,340.00) DOLLARS.

Payment of the above consideration shall be made to the Municipality upon submission of quarterly statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County. The County may withhold some or all of each quarterly payment from the Municipality in the event it determines that the Municipality has not met its project outcomes. Payment(s) will be released once the Municipality submits the necessary documentation to the County that establishes that it has met its project outcomes.

4. INDEPENDENT CONTRACTOR STATUS. The Municipality agrees that it is an independent Contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Municipality or its employees; that the Municipality shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Municipality shall have no workers' compensation or disability coverage through the County for the Municipality or its employees, and that the Municipality shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

5. DEFENSE AND INDEMNIFICATION.

PROFESSIONAL SERVICES: For all matters arising out of the Municipality's professional services, the Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of the Municipality, or third parties under the direction or control of the Municipality, in the performance of professional services under this Agreement.

GENERAL LIABILITY: For all matters other than those arising out of the Municipality's professional services (such other matters commonly referred to as "General Liability Claims"), the Municipality agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising directly or indirectly from this Agreement. The Municipality shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

6. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Municipality and any party that it enters into an agreement with connected to this grant, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability and Disability Benefits Coverage (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each Municipality shall provide:

File #11813

Official Minutes of the Council Meeting of Monday, April 4, 2016

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability and Disability Benefits Coverage, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P) and New York State Notice of Compliance - Disability Benefits Law (Form DB-120 or DB-20.1).

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. All construction, trade Municipality, and service maintenance agreements must utilize the additional insured endorsement CG 2037 July 2004 edition. The insurance coverage shall contain a waiver of subrogation in favor of Dutchess County. Acceptable proof of the waiver of subrogation and the County's additional insured status may be evidenced through a copy of the policy form or endorsement.

Professional Liability, with limits not less than \$1,000,000 per occurrence; \$3,000,000 in the aggregate. In the event of expiration or termination of this Agreement, each party hereto shall either maintain the abovementioned insurance coverage for a period of not less than three (3) years, or shall provide an equivalent extended reporting endorsement (commonly known as a 'tail policy').

The County must be named as the certificate holder.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A or better. In addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by the Municipality. The Municipality and any party that it enters into an agreement with connected to this grant, if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Municipality may be suspended in the event the Municipality and any party that it enters into an agreement with connected to this grant, if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

Acceptable proof of the thirty day notice provision may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate. On receipt of such notice, the County

File #11813

Official Minutes of the Council Meeting of Monday, April 4, 2016

shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Municipality to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Municipality to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Municipality from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Municipality concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Municipality until the Municipality furnishes such additional security as is determined necessary by the County.

7. QUALIFICATIONS OF MUNICIPALITY. The Municipality specifically represents that he and its members, officers, employees, agents, servants, consultants and subcontractor(s) have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

8. DECLARATION BY MUNICIPALITY. Municipality declares that it's has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

9. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status.

Municipality shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

10. RETENTION OF RECORDS. The Municipality agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

11. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the Municipality nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

File #11813

(b) An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions hereof shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the Agreement.

12. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the Municipality of its intent to terminate without cause. (b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Municipality of termination with cause.

In the event of termination with or without cause, the Municipality shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in its custody or control pertaining to the Agreement and the County shall pay to the Municipality all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Municipality's failure to fulfill its obligations under this Agreement, or any other fault of the Municipality, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Municipality under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other Municipalities or otherwise. Notwithstanding the foregoing, the Municipality shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Municipality shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Municipality therefor.

13. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

Official Minutes of the Council Meeting of Monday, April 4, 2016

14. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Dutchess County Dept. of Planning & Development
Attn: Commissioner of Planning & Development
27 High Street #2
Poughkeepsie, NY 12601

City Of Poughkeepsie
Att: Mayor
62 Civic Center Plaza
Poughkeepsie, NY 12601

15. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

16. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

17. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

18. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

19. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Municipality hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. Municipality must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Municipality will have thirty (30) calendar days after service is complete in which to respond.

20. NOTICE OF INTENT TO SUE. (a) Municipality agrees that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Municipality shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which Municipality believes itself entitled. (b) County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Municipality, of the County's choice, as to any matter arising under this agreement within the 90 day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to

File #11813

Official Minutes of the Council Meeting of Monday, April 4, 2016

maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

21. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

24. AUDIT. Municipality shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Municipality, its employees, agents, assigns, and subcontractor(s).

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. Municipality shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. Municipality shall not be entitled to any interim or final payment under this Agreement, *and any overpayment may be recouped*, if any audit requirements and/or requests have not been satisfactorily met *or if any expenditures or fees by the Municipality are determined to be irregular by the auditor*. This paragraph shall survive the termination of the Agreement.

25. SEVERANCE PAY: The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Municipality shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this agreement null and void.

26. MUNICIPALITY'S OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, Municipality shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Municipality(s) so as to prevent any disruption in services; (2)

File #11813

provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

27. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Municipality at the address indicated in the introductory paragraph of this Agreement.

28. ENFORCEMENT EXPENSES. Municipality shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement.

29. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Municipality under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

30. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

31. CONFIDENTIALITY. The Municipality shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

32. BUDGET. The Municipality agrees to oversee the services under this Agreement in strict compliance with the budget which is annexed to and made a part of this Agreement as Exhibit "B" and which details all personnel or other costs of services to be rendered in connection with this Agreement. Any change or modification of the budget must be in writing and must be approved in advance by the County. Notwithstanding any other provision of this Agreement, the Municipality agrees that, in the event that the expenditures are less than the total budget and at the termination of this Agreement County funds remain unexpended, the Municipality shall return said funds to the County.

Official Minutes of the Council Meeting of Monday, April 4, 2016

33. POLICIES AND PROCEDURES. All work completed under this Agreement is subject to the Dutchess County Community Investment Programs Policies and Procedures. A copy of these procedures is attached as Exhibit "C". These guidelines are subject to change. The current version is available here:
<http://www.co.dutchess.ny.us/CountyGov/Departments/Planning/cipp.pdf>

34. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this ____ day of _____, 2016.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____

Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF POUGHKEEPSIE

Eoin Wrafter, Commissioner of
Planning & Development

BY: _____

Name: Robert Rolison
Title: Mayor

Exhibit A
SCOPE OF SERVICES

ACTIVITY: Crisis Intervention Training

DESCRIPTION: Twenty-five percent of county and local law enforcement officers, for each participating agency, will receive 40 hours of training on how to effectively respond to individuals experiencing crisis situations. The training will provide officers with the knowledge and tools necessary to help identify, intervene, de-escalate, and divert individuals from inpatient hospitalization and the criminal justice system to community organizations that can address their needs. Officers will work collaboratively with community mental health professionals to support the Dutchess County Justice & Transition Center initiative.

MAJOR WORK ACTIVITIES:

- A minimum of 25% of the officers from each participating department will receive Crisis Intervention Team (CIT) training.
- Officers will be trained to recognize when signs and symptoms represent a crisis situation and safely de-escalate situations where an individual is experiencing a behavioral health crisis.
- Officers will be trained to utilize community resources and diversion strategies that are available to provide emergency assistance.
- A team of seven officers will attend the CIT Conference in Chicago, IL.

OUTCOMES:

- Twenty-five percent of officers from each department, for a total of 197, will complete CIT training.
- Officers who participate in the CIT training will experience increased confidence in their ability to identify individuals who are experiencing a mental health crisis, which will be measured by implementing a post training survey.
- Officers who participate in the CIT training will feel more confident in their ability to intervene with individuals experiencing a mental health crisis, which will be measured by implementing a post training survey.
- Officers who attend the International CIT conference in Chicago and will increase their knowledge base of CIT subject matter, as evidenced by a post conference survey.

DELIVERABLES:

- Reporting
 - Municipalities will complete quarterly programmatic and financial reports which are due 45 days after the end of the quarter (December 31 marks the end of the first quarter, March 31 marks the end of the second quarter, etc.).

Exhibit A
SCOPE OF SERVICES

- Progress Report: A summary of activities must be included with each payment request. These should address each of the items listed as project outcomes.
- Final Report

Exhibit A
SCOPE OF SERVICES

ACTIVITY: Development of Fiscal Improvement Plan

DESCRIPTION: To support the anticipated work of the State Financial Restructuring Board (FRB) the City will hire a consultant to develop a strategic fiscal improvement plan (including shared service recommendations). The plan will also provide comprehensive analysis of the City's finance and operation to the new administration and the Common Council in time of the 2017 budget process. The plan will act as a framework for restoring fiscal stability and will include an investigation of shared service opportunities.

MAJOR WORK ACTIVITIES:

The following major work activities:

- Comprehensive review of City's finances including;
 - Fund balance analysis
 - Revenue analysis
 - Expenditures analysis
 - Comparative employee analysis
 - Economic and demographic summary
 - Tax base analysis
 - Debt analysis
- Comprehensive review, including on-site interviews, of the management, structure, finances, staffing and operation of the following departments:
 - Police
 - Fire
 - Records
 - Law
 - Assessment
 - Finance
 - Public Works
 - Development
- Develop a wide-variety of short and long term recommendations to stabilize and improve the City's finance and improve the operations of city departments, including an assessment of opportunities for shared services.

OUTCOMES:

Official Minutes of the Council Meeting of Monday, April 4, 2016

Exhibit A
SCOPE OF SERVICES

- The plan will identify a wide-variety of recommendations related to the City's finances and operations which may help the FRB identify areas where a more in-depth analysis by the FRB and FRB resources would be most valuable.
- The administration will present the plan to the Council and public at a dedicated committee of the whole meeting by April 2016 so the Council and the public can develop a detailed understanding of the City's challenges and opportunities.
- The City will hold at least 3 public forums by June 2016 throughout the City on the plan and its recommendations to educate the public, solicit community input, and build support for implementation.
- Administrative recommendations, which do not require Common Council action, will be reviewed and approved as appropriate by July 2016. The administration will develop an implementation plan and schedule for administrative recommendations by September 2016.

Exhibit B
Budget

Activity Name:

Crisis Intervention Team (CIT) Training

Budget Item	Amount
Personnel	\$215,780.00
Fringe Benefits	\$0
Contractual/Consulting Services	\$0
Vehicle Lease(s)	\$0
Travel	\$7,000
Equipment Purchase	\$0
Supplies	\$1,900
Other Expenses (Administrative fee)	\$21,660.00
Indirect Costs	\$0
	\$246,340.00

Official Minutes of the Council Meeting of Monday, April 4, 2016

Exhibit B
Budget

Activity Name: Development of Fiscal Improvement Plan

Budget Item	Amount
Personnel	\$0
Fringe Benefits	\$0
Contractual/Consulting Services	\$40,000
Vehicle Lease(s)	\$0
Travel	\$0
Equipment Purchase	\$0
Supplies	\$0
Other Expenses*	\$0
Indirect Costs	\$0
	\$40,000

*Includes: Staff Training, Insurance, Occupancy, Dues, Client Costs, Printing.

R16-33						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Accepted <input type="checkbox"/> Tabled	Councilmember Young	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Perry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember McNamara	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Klein	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Cherry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

A RESOLUTION OF THE CITY OF POUGHKEEPSIE, SETTING A PUBLIC HEARING FOR PROPOSED LOCAL LAW LL-16-01, TO PROHIBIT AGGRESSIVE PANHANDLING

(R16-34)

INTRODUCED BY COUNCILMEMBER JOHNSON

WHEREAS, aggressive panhandling and aggressive solicitation includes following or stopping motorists or pedestrians after they have indicated a negative response or physical contact or use of intimidation or threatening remarks; and

WHEREAS, the City of Poughkeepsie Police Department has received numerous

complaints of aggressive panhandling and aggressive solicitation of the nature described above;
and

WHEREAS, the City of Poughkeepsie has an interest in protecting persons from intimidating or harassing behavior and maintaining peace in public places and ensuring the free flow of pedestrian and vehicular traffic and promoting tourism and the general public welfare;
and

WHEREAS, the City of Poughkeepsie Common Council is desirous of holding a public hearing in order to gather public input and comment regarding a proposed local law to prohibit aggressive panhandling; and

NOW THEREFORE,

BE IT RESOLVED, that an introductory Local Law, entitled “Local Law to Prohibit Aggressive Panhandling” 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 RESOLVED, that the City Chamberlain be, and she hereby is authorized and directed to publish a Notice of Public Hearing to be held Monday, April 18, 2016 at 6:00 p.m. concerning the proposed local law.

SECONDED BY COUNCILMEMBER KLEIN

LOCAL LAW TO PROHIBIT AGGRESSIVE PANHANDLING

(LL-16-01)

INTRODUCED BY COUNCILMEMBER _____:

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

A. Legislative intent. This legislation is adopted in order to protect persons from threatening, intimidating or harassing behavior, to keep public places safe for use by the general public. This legislation is also intended to provide for the free flow of pedestrian and vehicular traffic on streets and sidewalks in the City, to promote tourism and business and preserve the quality of urban life. The Council finds that aggressive acts associated with solicitation interfere with the free flow of pedestrian and vehicular traffic and intimidate persons in public places, and can

lead to disruption and disorder in public places. Aggressive acts can also cause persons to avoid public places and lead to declining patronage of commercial establishments and tourism. The Council further finds that solicitation in certain public places is inconsistent with the use of those places, is inherently intimidating, targets persons who are captive audiences or constitutes an invasion of privacy as persons are not able to simply move on if they do not wish to speak to the person soliciting. Solicitation in proximity to bank entrances or check-cashing businesses or automated teller machines is inherently intimidating and should be restricted. By this legislation, the Council intends to promote the health, safety and welfare of the citizens and visitors to the City.

B. Definitions. Whenever the following words and phrases are used in this section, they shall have the following meanings:

AGGRESSIVE MANNER

- (1) Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation, or approaching within an arm's length of the person, except with the person's consent;
- (2) Following the person being solicited, if that conduct is:
 - (a) Intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or
 - (b) Is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- (3) Continuing to solicit within five feet of the person being solicited after the person has made a negative response, if continuing the solicitation is:
 - (a) Intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or
 - (b) Is intended to or is likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- (4) Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation;
- (5) Intentionally or recklessly using words:
 - (a) Intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or
 - (b) Intended or likely to intimidate the person into responding affirmatively to the solicitation; or

(6) Approaching the person being solicited in a manner that is:

(a) Intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or

(b) Intended to or is likely to intimidate the person being solicited into responding affirmatively to the solicitation.

AUTOMATED TELLER MACHINE — A device, linked to a financial institution's account records, which is able to carry out transactions, including but not limited to account transfers, deposits, cash withdrawals, balance inquiries, and mortgage and loan payments.

AUTOMATED TELLER MACHINE FACILITY —The area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers after regular banking hours.

BANKING ORGANIZATION — All banks, trust companies, private bankers, savings banks, industrial banks, safe deposit companies, savings and loan associations, credit unions and investment companies as defined in § 2 of the New York State Banking Law.

LICENSED CASHIER OF CHECKS — Any individual, partnership, unincorporated association or corporation duly licensed by the New York State Superintendent of Banks to engage in business pursuant to the provisions of Article IX-A of the New York State Banking Law.

PARKING LOT — Any public parking garage, parking deck and parking lot, including, but not limited to those public parking garages and public parking spaces included in §13-317 of the Municipal Code.

PUBLIC PLACE — Any area or building owned, leased, operated or controlled by or on behalf of any government, municipality, public authority or public corporation in the City which is generally accessible by the public, including but not limited to any street, including the sidewalk portion thereof, bridge, park, playground, recreation area, cemetery, school or school grounds, building, facility, driveway, parking lot or parking garage, and the doorways and entrances to buildings and dwellings.

SOLICIT — Shall include, without limitation, the spoken, written, or printed word or such other acts or bodily gestures as are conducted in furtherance of the purposes of immediately obtaining money or any other thing of value.

C. No person shall solicit in an aggressive manner in a public place.

D. No person shall solicit within 20 feet of an automated teller machine or an entrance or exit of an automated teller machine facility; or within 20 feet of an entrance or exit to a banking organization or a licensed cashier of checks during its business hours.

E. No person shall solicit when either the person soliciting or the person being solicited is in a bus shelter or at a bus stop.

F. No person shall solicit in a parking lot as defined in this section.

H. No person on a sidewalk or alongside a roadway shall solicit from any occupant of a motor vehicle that is on a street or other public place.

I. Penalties. A person convicted of violating this section shall be fined not less than \$25 nor more than \$250 or by imprisonment of up to 15 days, or both.

This Local Law shall take effect immediately upon its passage.

SECONDED BY COUNCILMEMBER

R16-34		Yes/Aye	No/Nay	Abstain	Absent	
<input checked="" type="checkbox"/> Accepted as Amended <input type="checkbox"/> Accepted <input type="checkbox"/> Tabled	Councilmember Young	Voter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Perry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember McNamara	Voter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Klein	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Cherry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

RESOLUTION APPROVING AN AGREEMENT WITH THE BENJAMIN CENTER FOR CONSULTATION FOR THE CHARTER REVIEW COMMISSION

(R-16-35)

INTRODUCED BY COUNCILMEMBER JOHNSON

WHEREAS, the City of Poughkeepsie established a commission to review the City of Poughkeepsie Charter (Charter Review Commission); and

WHEREAS, the Charter Review Commission seeks the consultation services of the Benjamin Center, for which The Research Foundation for the State University of New York is acting on their behalf; and

WHEREAS, The Benjamin Center, shall conduct a comprehensive and detailed review of the City of Poughkeepsie Charter and conduct professional analyses and draft reports and recommendations for the benefit of the City of Poughkeepsie Charter Review Commission so that

they may consider the studies, reports and presentations created by The Benjamin Center, for the purpose of proposing any changes or amendments to the current City of Poughkeepsie Charter to the City of Poughkeepsie Common Council; and

WHEREAS, the Dyson Foundation has agreed to provide a grant in the amount of \$37,892, which will fund the entire cost for consultation services, and which cost will be paid directly to The Research Foundation for the State University of New York, acting on behalf of SUNY New Paltz and The Benjamin Center; and

NOW THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie Common Council hereby authorizes the Mayor to execute an agreement between The Research Foundation for the State University of New York and City of Poughkeepsie and any and all other ancillary agreements and documents necessary to fulfill the City's obligations under the Agreement.

SECONDED BY COUNCILMEMBER KLEIN

AGREEMENT BETWEEN

THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK

AND

CITY OF POUGHKEEPSIE

This Agreement ["Agreement"] made by and between The Research Foundation for the State University of New York, a nonprofit, educational corporation organized and existing under the laws of the State of New York with its principal offices located at 35 State Street, Albany, New York 12207-2826, hereinafter referred to as "FOUNDATION," acting on behalf of the State University of New York College at New Paltz and The Benjamin Center, and the City of Poughkeepsie, c/o Law Office of Ron McGaw, 25 Market Street, Suite 700, Poughkeepsie, NY 12601, hereinafter referred to as "SPONSOR".

WITNESSETH:

WHEREAS, FOUNDATION agrees to use its best efforts for the City of Poughkeepsie Charter Review project, herein referred to as the "PROJECT", as described in the Scope Work attached hereto as Exhibit A and made an integral part of this Agreement.

The Project Directors at SUNY New Paltz will be Gerald Benjamin and Joshua Simons. They will direct Benjamin Center resources and utilize personal expertise and skills to carry out the PROJECT in accordance with the schedule set forth in Exhibit A.

Ron McGaw, Chair, Charter Review Commission, City of Poughkeepsie, will serve as the primary contact for the SPONSOR.

The term of this Agreement shall be from February 22, 2016 to November 8, 2016 unless extended or terminated as provided hereunder.

This Agreement may be terminated by either party, with or without cause by giving thirty (30) days written notice to the other party. The thirty (30) days written notice period shall commence on the date contained within the written notice to the affected party.

Both parties agree, to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys' fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party's actions are not based upon negligence or willful misconduct.

Total funding for the project will be \$37,892.00. A portion of Gerald Benjamin's professional time, valued at \$20,616, including salary and wages, fringes, and associated indirect costs, will be provided as an in-kind match by the Benjamin Center to reduce the cost of this project for its sponsors. Payment for services will be provided by the Dyson Foundation as per the attached Project Support Grant Agreement (Exhibit B).

Title to any copyright or copyrightable material developed by FOUNDATION in the performance of the Scope of Work in Exhibit A shall remain with FOUNDATION. FOUNDATION shall grant to SPONSOR an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform said copyright or copyrighted material for non-commercial purposes.

Official Minutes of the Council Meeting of Monday, April 4, 2016

Signed _____
Robert G. Rolison
Mayor
City of Poughkeepsie

Date _____

Signed _____
Donna Kitey
Associate Director, Grants and Contract Administration
The Research Foundation for the State University of New York

Date _____

Exhibit A - Schedule

Council Review Timeline		February	March	April	May	June	July	August	September	October	November	December
Issue Identification	Overview											
	Participatory Review											
	Presentation to Mayor and City Council											
	Presentations to the Public											
	Creation of Charter review web presence											
	Interviews											
	Creation of Social Media Presence for Charter review commission											
	Interview current and former government officials and stakeholders about charter issues, and merge information from our interviews with the interviews already undertaken by the commission											
	Rank ordering											
	A rank ordered list of provisions to review											
Research Issues and Options	Research Issues											
	Research Options											
	Present research to the Commission											
	Present research to the public and solicit comment											
	Public presentation and public comment											
Decision Making Process	Facilitated Decision making process to decide which of the options to pursue											
	Draft											
	Present											
	Draft Comprehensive Report											
Draft Report	Present Report to the Commission											
	Present Report to the Common Council and Mayor											
	Present Draft Report to the public and solicit comment											
	Revise draft if necessary based on public comment and input from officials and stakeholders											
Promote	Advise											
	Subject to council request we are available to advise in the drafting of language											
	Public Presentation											
	Web / Social Media											

Exhibit B



Project Support Grant Agreement

Date of Agreement: March 15, 2016
Grantee: The Research Foundation for the State University of New York on behalf of SUNY New Paltz
Grant ID#: 15-07057
Purpose of Grant: Towards the Benjamin Center's project to assist the City of Poughkeepsie's Charter Review Commission with a comprehensive review of the City's Charter
Total Amount of Grant: \$37,892
Award Date: March 10, 2016
Project Period: January 1, 2016 through December 31, 2016
Payment Schedule:

Date	Amount
April 2016	\$27,892
November 2016	\$10,000

This grant is awarded by the Dyson Foundation subject to the following terms and conditions:

- A. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as a public charity under sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code (the "Code"), and Grantee will inform the Dyson Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- B. This grant may be used only for Grantee's charitable and educational activities. While the Dyson Foundation understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any Dyson Foundation grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without the Dyson Foundation's prior written approval. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds.

Official Minutes of the Council Meeting of Monday, April 4, 2016

Exhibit B

C. The Dyson Foundation subscribes to the Association of Fundraising Professionals' Code of Ethical Standards and encourages our grantees to do the same. Grantee may not use this grant to pay finder's fees, commissions, or percentage compensation to a fundraising professional, staff, or consultant; and this grant may not be counted in determining the total amount of compensation to be paid to a fundraising professional, staff, or consultant.

D. The Dyson Foundation may request that Grantee return any unexpended grant funds remaining at the end of the project period.

E. Grantee will provide to the Dyson Foundation the following reports, according to the specified schedule:

Date	Type
4/8/2016	Executed Grant Agreement
4/8/2016	Electronic Payment Authorization
11/8/2016	Copy of final report to the Charter Review Commission
11/8/2016	Financial Report

F. Grantee will provide promptly such additional information, reports and documents as the Dyson Foundation may request and will allow the Dyson Foundation and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the Dyson Foundation.

G. Grantee will allow the Dyson Foundation to review and approve any text of any proposed publicity concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Dyson Foundation reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product.

H. The Dyson Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the Dyson Foundation's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Dyson Foundation; or (3) to comply with any law or regulation applicable to the Grantee, to the Dyson Foundation, or this grant.

This grant will be payable according to the above referenced payment schedule, after the Dyson Foundation receives a copy of this agreement reviewed and signed where indicated by authorized officers of Grantee, who must also be authorized signers on the above-mentioned bank account. Grantee may wish to have this agreement reviewed by legal counsel.

Research Foundation for the State University of New York on behalf of SUNY New Paltz / March 15, 2016 / Page 2 of 3

Official Minutes of the Council Meeting of Monday, April 4, 2016

Exhibit B

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Dyson Foundation's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Official Minutes of the Council Meeting of Monday, April 4, 2016

ADDENDUM TO AGREEMENT

1. Upon Request, FOUNDATION shall submit his invoice for payments due under this Agreement, together with supporting documentation to the SPONSOR at City of Poughkeepsie, Office of the Commissioner of Assessment, 62 Civic Center Plaza, Poughkeepsie, New York 12601.
2. SPONSOR is exempt from all State and local taxes and will not be responsible for such portion of any invoice that is attributable to same: SPONSOR will provide FOUNDATION with documentation to assert such exemption on request of the CONTRACTOR.
3. The FOUNDATION shall maintain records appropriate to document and support the invoices submitted to the SPONSOR for payments due to FOUNDATION in accordance with this Agreement.
4. The parties hereto intend that the relationship with the SPONSOR shall be that of an independent contractor. No agent, employee or servant of the FOUNDATION shall be considered an agent, employee or servant of the SPONSOR. The SPONSOR is interested only in the results obtained under this Agreement; the time, manner and means of conducting the work are under the sole control of the FOUNDATION.
5. No member, official, or employee of the SPONSOR shall have any personal interest, direct or indirect, in this Agreement nor shall any such members, official, or employee participate in any decision relating hereto which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No members, official, or employee of the SPONSOR shall be personally liable to the FOUNDATION or any successor in interest in the event of any default or breach by the SPONSOR or for any amount which may become due to the FOUNDATION or successor on any obligations under the terms of this Agreement.
6. The FOUNDATION agrees for itself, its successors and assigns that the FOUNDATION shall not discriminate in the performance of his obligations under this Agreement upon the basis of race, color, religion, sex, handicap or national origin.
7. In the event of a material breach of any of the terms of this Agreement, the non-breaching party shall notify the breaching party in writing specifying the breach. The breaching party shall have ten (10) days from the date of written notice (the "Cure Period") to cure the breach. If the breach has not been cured within the Cure Period, then at its option the non-breaching party may either terminate this Agreement by sending written notice thereof to the breaching party or it may institute any proceedings necessary to obtain such remedy as it deems desirable, including but not limited to proceedings to compel specific performance.
8. For purposes of this Agreement, neither party shall be considered in default of its obligations provided for herein in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors and suppliers due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the party shall be extended for the period of the enforced delay.
9. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.
10. A notice or communication under this Agreement either party to the other shall be sufficiently

Official Minutes of the Council Meeting of Monday, April 4, 2016

given or delivered if sent by first class mail to the addresses first above written and addressed to the attention of the person or individual who signs the Agreement on behalf of the recipient of the notice.

11. If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law. This Agreement shall be governed by and construed under the laws of the State of New York.

12. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Agreement.

13. This Contract may not be assigned, transferred or pledged by FOUNDATION without the written consent of the SPONSOR, which consent may be withheld at the discretion of the SPONSOR.

14. Either party to this Agreement may immediately terminate the same, with or without cause, at any time upon written notice to the other. FOUNDATION agrees that at all times during the term of this agreement, and after the termination hereof, the agency will keep secret and not disclose or make known to other persons, without SPONSOR's written consent, any confidential information acquired as a result of this agreement.

15. All documents, digital files, computer files, spreadsheets, sales data, electronic files and documents submitted to the SPONSOR as part of this agreement shall become property of the SPONSOR and FOUNDATION shall have no further right, interest or claim to such information, in any form whatsoever.

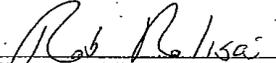
16. The terms and conditions contained in this Agreement constitute the entire agreement between the parties and shall supersede all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter of this Agreement.

Acknowledged this ____ day of March, 2016

FOUNDATION
The Research Foundation for the
State of New York

By: _____

CITY OF POUGHKEEPSIE:

By: 
ROBERT G. ROLISON, MAYOR

R16-35			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Accepted <input type="checkbox"/> Tabled	Councilmember Young	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Perry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember McNamara	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Klein	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Cherry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VIII. ORDINANCES AND LOCAL LAWS:

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

**ORDINANCE AMENDING §13-175 OF THE
CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED “STOP SIGNS; LOCATIONS DESIGNATED”
(O-16-2)**

INTRODUCED BY COUNCILMEMBER PERRY:

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 Weed Street at its intersection with Hudson Avenue and Hudson Avenue Extension.

On Hudson Avenue Extension with its intersection with Weed Street and Hudson Avenue.

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

SECONDED BY COUNCILMEMBER JOHNSON

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

Official Minutes of the Council Meeting of Monday, April 4, 2016

O-16-2			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Accepted <input type="checkbox"/> Tabled	Councilmember Young	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Perry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember McNamara	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Klein	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Cherry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

X. NEW BUSINESS:

XI. ADJOURNMENT:

A motion was made by Councilmember Young and Councilmember Klein to adjourn the meeting at 8:15p.m.

Dated: April 12, 2016

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, April 4, 2016

Respectfully submitted,

**Deanne L. Flynn
City Chamberlain**

