



COMMON COUNCIL MEETING

Common Council Chambers

Monday, May 4, 2015

6:30 p.m.

I. ROLL CALL:

II. REVIEW OF MINUTES:

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

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

V. MAYOR'S COMMENTS:

VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

Presentation to Business of the Month, and Citizen of the Month

VII. MOTIONS AND RESOLUTIONS:

1. FROM CORPORATION COUNSEL ACKERMANN, Resolution R15-32, approving the Home Consortium Agreement with Dutchess County.

VIII. ORDINANCES AND LOCAL LAWS:

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM JOE BONURA**, a communication regarding the proposed changes at DeLaval.
2. **FROM COMMISSIONER OF PUBLIC WORKS GENT**, a communication regarding the Garden Street Expansion to Main Street.
3. **FROM CORPORATION COUNSEL ACKERMANN**, a communication regarding the establishment of an Arts Commission.
4. **FROM CHRISTINA TAFFE**, a notice of property damage sustained on January 24, 2015.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

PLEASE PRINT OR TYPE FORM CLEARLY

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

**NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK**

TODAY'S DATE: April 3, 2015

NAME AND ADDRESS OF EACH CLAIMANT:

Christina Taffe
1 Wilbur Court
Poughkeepsie, NY 12601

TELEPHONE NUMBER: 845-473-1011

NAME AND ADDRESS OF ATTORNEY (IF ANY): NA

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2015 APR 17 PM 12:40

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

On January 24, 2015, a Poughkeepsie DPW employee (#66) drove his oversized plow/sander on Wilbur Terrace. Realizing he was in a tight spot, he scraped and dented

ITEMS DAMAGED OR INJURIES SUSTAINED:

Four mature hydrangeas and two reflectors.

Christina Taffe
Signature of Claimant

Signature of Claimant

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

Christina Taffe 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.

Christina Taffe
Signature of Claimant

Signature of Claimant

Sworn to before me this 3rd day of April, 2015

Erica Salzmann-Talbi
Notary Public

ERICA SALZMANN-TALBI
Notary Public, State of New York
No. 2073789
Qualified in Dutchess County
Commission Expires 12/8/2018

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.



ADAMS FAIRACRE FARMS

765 Dutchess Turnpike
Poughkeepsie, NY 12603
(845) 454-4330

1560 Ulster Avenue
Lake Katrine, NY 12449
(845) 336-6300

1240 Route 300
Newburgh, NY 12550
(845) 569-0303

160 Old Post Road
Wappinger, NY 12590
(845) 632-9955

CUSTOMER'S ACCOUNT NO.

PHONE

DATE

473-1011

2/20/15

Taffe

1 Wilbur Ct

Poughkeepsie

SOLD BY	PAYD	G.O.D.	VISA/MC	ADAMS CHARGE	PICK-UP	DELIVER	P.O.#	DELD.
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QUAN.	DESCRIPTION	PRICE	AMOUNT
4	Hydrangea 'Endless Summer' 35gal	199 ⁹⁹	799 96
	To Remove damaged Plants		200 00
	To Plant new Plants		480 00
			1479 96
		TAX	120 25
		TOTAL	1600 21

Estimate

SHIP TO

SEE REVERSE SIDE FOR GUARANTEE

INVOICE NO. 1552091

REC'D BY

Organic Matters
220 Overocker Road
Poughkeepsie, NY 12603

(845)483-0349
<http://organicmattersgardening.com>

Estimate

Date	Estimate No.
02/25/2015	1106

Address

Tina Taffe
1 Wilbur Court
Poughkeepsie, NY 12601

Date	Activity	Quantity	Rate	Amount
02/25/2015	To remove 4 mature hydrangeas damaged by snowplow and replace each one with a grouping of (3) 5 gal. plants in order to approximate the size of the previous specimens.			
02/25/2015	Supervisor's labor hours	2	50.00	100.00
02/25/2015	Crew labor hours	6	43.00	258.00
02/25/2015	Plant material: Hydrangea macrophylla 'Nikko Blue' 5 gal.	12	80.00	960.00
02/25/2015	Dark bark mulch (cubic yards)	1	75.00	75.00
02/25/2015	Fee to haul and dispose debris	1	65.00	65.00
02/25/2015	Hollytone (cups)	12	0.40	4.80
			Total	\$1,462.80

Accepted By

Accepted Date

The City of Poughkeepsie

New York

Paul Ackermann
Corporation Counsel
packermann@cityofpoughkeepsie.com



62 Civic Center Plaza
Poughkeepsie, New York 12601
TEL: (845) 451-4065 FAX: (845) 451-4070

April 23, 2015

CC Meeting 5/4/2015
Item# VII-1

COMMON COUNCIL
City of Poughkeepsie

RE: HOME CONSORTIUM AGREEMENT
City and County
Our File: G2077

Dear Chairman Petsas and Councilmembers:

Annexed hereto please find a proposed Resolution to approve the continuation of the HOME Consortium Program between the City and Dutchess County for the period of October, 2015 to September, 2018; as well as two successive, three year renewals.

The Director of Social Development will be at your next Council Meeting on May 4, 2015 to answer any questions you may have.

Respectfully submitted,

PAUL ACKERMANN
Corporation Counsel

PA/mt
Enc.

RESOLUTION
HOME Consortium Agreement
County of Dutchess/ City of Poughkeepsie
(R-15-32)

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, since 2000 the City of Poughkeepsie and the County of Dutchess of collaborated in an effort to attract additional federal funds through the Community Development Block Grant Program under the HOME Investment Partnership Program; and

WHEREAS, the United State Department of Housing and Urban Development requires that local governments that are desirous of forming a consortium enter into a Consortium Cooperation Agreement executed by all Consortium members; and

WHEREAS, the current consortium agreement is set to expire September 30, 2015 and in order to meet federal requirements with respect to the consortium for the period October 1, 2015 to September 30, 2018 the County and the City must execute a new agreement; and

WHEREAS, the Common Council is desirous of authorizing automatic renewal of this agreement for two successive qualification periods (2019-2012 and 2022-2024) and acknowledges that the agreement must remain in effect at least until HOME funds from each of the federal fiscal years of the agreement's specified qualification period, and each successive qualification period for which the agreement is renewed, are expended on eligible activities; and

NOW, THEREFORE,

BE IT RESOLVED, that the attached Cooperation Agreement between the City of Poughkeepsie and the County of Dutchess for the purposes of extending the Consortium for the Home Investments Partnership Act be and hereby is approved; and be it further

RESOLVED, that the Mayor be and he hereby is authorized to execute said Agreement and any agreement for two successive three year qualification periods between the County of Dutchess and the City of Poughkeepsie in substantially the same form as annexed hereto.

SECONDED BY COUNCILMEMBER _____.

HOME CONSORTIUM AGREEMENT
COUNTY OF DUTCHESS/CITY OF POUGHKEEPSIE

THIS AGREEMENT, made this _____ day of May, 2015, by and between the County of Dutchess (the "County"), a municipal corporation of the State of New York, having its principal place of business at 22 Market Street, Poughkeepsie, New York 12601 and the City of Poughkeepsie (the "City"), a municipal corporation of the State of New York, having its principal place of business at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York 12602.

WITNESSETH:

WHEREAS, under the Cranston-Gonzales National Affordable Housing Act (hereinafter called NAHA), the Secretary of Housing and Urban Development is authorized to make grants to States and units of general local government to help finance investments in affordable housing, and

WHEREAS, Section 216(2) of NAHA provides that a consortium of geographically contiguous units can be considered to be a unit of general local government for purposes of the HOME Investment Partnerships Act (hereinafter called HOME); and

WHEREAS, the County and the City are geographically contiguous within the meaning of NAHA, and

WHEREAS, the County and the City desire to be considered such a consortium (hereinafter called "Consortium") and have sufficient statutory authority under the laws of the State of New York as well as sufficient administrative capabilities to carry out the purposes of the HOME on behalf of their jurisdictions, and

WHEREAS, the County and the City agree to direct their activities to the alleviation of housing problems within their respective jurisdictions, and

WHEREAS, it is desirable and in the public interest that the County and the City make application for HOME funding as a Consortium in order to maximize receipt of funding under the HOME Program;

NOW THEREFORE, the parties mutually agree as follows:

1. This Cooperation Agreement will cover the time period of October 1, 2015 to September 30, 2018 and will govern activities to be carried out with annual HOME Investment Partnership Program grants from Federal fiscal years 2016, 2017 and 2018 appropriations and from any program income generated from the expenditure of such funds including such additional time as may be required for the expenditure of such funds granted to the Consortium, and may not be terminated during such time. All future agreements will consist of three-year terms. The County will act as lead agency for this grant and will be responsible for its overall administration.
2. The County and City agree to cooperate to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnership Program.
3. The parties authorize the County to act in a representative capacity for the City for the purposes of the HOME Program.
4. The County agrees to assume overall responsibility for insuring that the Consortium's HOME Program is carried out in compliance with the requirements of the program, including 24 CFR Parts 91 and 92 respectively, including 24 CFR 92.350 (a) (5), the provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Title II of the Cranston-Gonzalez NAHA, the requirements concerning the Consolidated Plan and all other applicable laws.

5. The County and the City shall obtain resolutions from their respective governing bodies, or other acceptable evidence that each chief executive officer is authorized to sign the Agreement.

6. The County and the City in the furtherance of implementing the HOME Program, shall undertake efforts to affirmatively further the cause of fair housing.

7. This Agreement shall automatically be renewed for the Consortium's participation in two successive qualification periods of three federal fiscal years each (2019-2021 and 2022-2025). No later than the date specified by HUD's consortia designation notice, the County shall notify the City in writing of its right to decide not to participate in the Consortium for the next qualification period and the County shall send a copy of the notification to the HUD Field Office. The City shall respond to the County's notification within thirty (30) days.

If either Consortium Member decides not to participate in the Consortium for the next qualification period, they shall notify the other party and the County shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the County shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the Agreement will be void if: the County fails to notify the City or the HUD field office as required under this automatic renewal provision or the County fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.

8. The term of this Agreement is October 1, 2015 to September 30, 2018 and covers the period necessary to carry out the activities which will be funded from federal fiscal years 2016, 2017, and 2018. The County and the City shall remain as a part of the Consortium for the entire period and shall have no right to withdraw from this Agreement. The County is authorized to amend the Agreement and add new members on behalf of the Consortium.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

COUNTY OF DUTCHESS:

County Attorney's Office

Marcus J. Molinaro
County Executive

City Attorney

APPROVED AS TO CONTENT:

CITY OF POUGHKEEPSIE:

County Commissioner of Planning
and Development

John C. Tkazyik
Mayor

City Manager

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of May, 2015, 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

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of May, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN C. TKAZYIK, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public