COMMON COUNCIL MEETING

Common Council Chambers
Monday, September 19, 2016
6:30 p.m.
6:00 p.m. Special Informational Meeting

I. **ROLL CALL**

II. **REVIEW OF MINUTES:**

Common Council Minutes of August 22, 2016
Common Council Minutes of August 29, 2016

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:**

VII. **MOTIONS AND RESOLUTIONS:**

1. **FROM MAYOR ROLISON,** Resolution R16-82, approving the reappointment of Ron Knapp as Acting City Administrator.

VIII. ORDINANCES AND LOCAL LAWS:

2. **FROM CITY ADMINISTRATOR KNAPP,** Ordinance O-16-8. Approving an amending § 13-177 of the Code of Ordinance entitled "Motor Vehicle and Traffic" provide a no left turn from Smith Street to North Clinton Street.

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM JOYNEIA JOYNER,** a notice of personal injury sustained on August 29, 2016.

2. **FROM DRENA AND TIMOTHY PAULSON,** a notice of property damage sustained on March 7, 2016.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

RESOLUTION
(R16-82)

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the Mayor has appointed and the Common Council has confirmed the appointment of a City Administrator; and

WHEREAS, the City Administrator is scheduled to take the oath of office and assume her position by October 15, 2016; and

WHEREAS, in the interim the Mayor is desirous of continuing Police Chief Ronald J. Kanpp in the capacity of Acting City Administrator in accordance with City Charter §3.08(b); and

WHEREAS, City Charter §3.08(b) provides that said appointment is only effective for sixty days in any fiscal year unless extended by resolution of the Common Council; and

WHEREAS, the Common Council approved the appointment of Acting City Administrator Knapp for a period of ninety (90) days commencing on July 1, 2016; and

WHEREAS, the Acting City Administrator's term is set to expire at the end of September; and

WHEREAS, the Common Council deems it to be in the best interest of the City and its residents that Acting City Administrator Knapp's term be extended for an additional thirty (30) days; and

NOW, THEREFORE,

BE IT RESOLVED, that the pursuant to Section 3.08(b) of the City Charter, the Mayor's appointment of Ronald J. Knapp as Acting City Administrator is extended for a period of thirty (30) days commencing on October 1, 2016.

SECONDED BY COUNCILMEMBER _____.

ORDINANCE AMENDING §13-177(b) OF THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES ENTITLED "LEFT TURNS PROHIBITED FOR ALL VEHICLES" (O-16-8)

INTRODUCED BY COUNCILMEMBER_____:

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

SECTION 1: Section 13-177(b) of the City of Poughkeepsie Code of Ordinances entitled **"Left turns prohibited at all times"** is amended by the following **addition:**

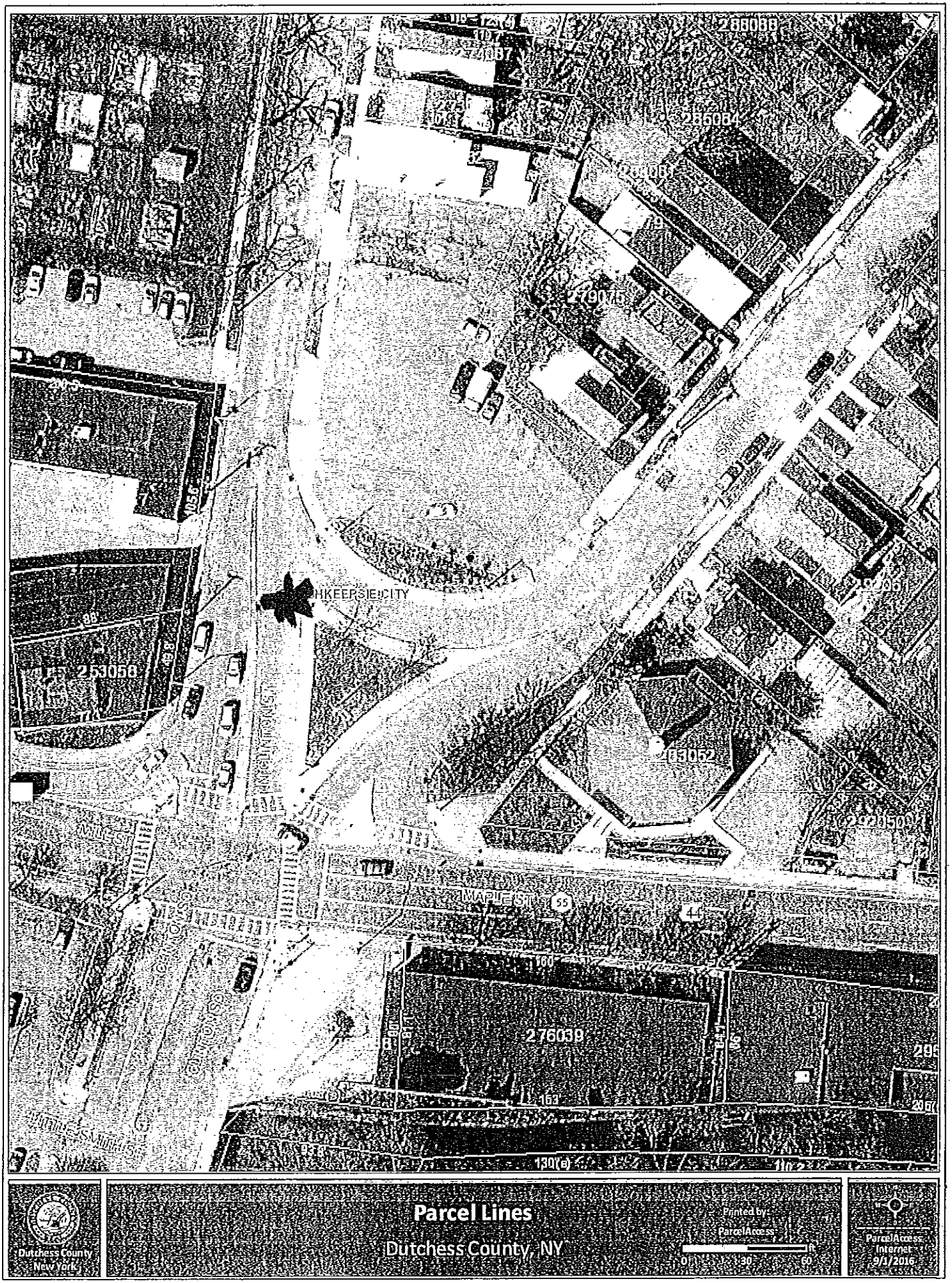
When appropriate signs giving notice thereof are erected, left turns shall be prohibited at the following locations at all times:

From Smith Street to the south on North Clinton Street

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

SECONDED BY COUNCILMEMBER _____.

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



288088
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279075
HKEEPSIE CITY
253058
283052
MAPLE ST
276039
Dutchess County
New York
Parcel Lines
Dutchess County, NY
Printed by:
ParcelAccess
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ParcelAccess
Internet
9/1/2016

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: 9/2/16

NAME AND ADDRESS OF EACH CLAIMANT:

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2016 SEP -2 PM 1:04

TELEPHONE NUMBER: (845) 453-9060

NAME AND ADDRESS OF ATTORNEY (IF ANY):

Pending

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE): ON 8/29/16 at 5:07pm I stepped down from the sidewalk onto the street to retrieve my vehicle and I fell into a pot hole. I sprained my right ankle as well as injured my left knee.

ITEMS DAMAGED OR INJURIES SUSTAINED: I was taken to VASSAR for injuries severly sprained Right ankle, bruised and scrateled left knee.

Signature of Claimant

Signature of Claimant

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

Joyneica Joyner 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 2nd day of September, 2016

Notary Public

ANN T. KIELY
Notary Public, State of New York
No. 01KI6073457
Qualified in Ulster County
Commission Expires April 22, 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.

VASSAR BROTHERS MEDICAL CENTER
Health Quest affiliate

Vassar Brothers Medical Center
Emergency Department
45 Reade Place, Poughkeepsie, NY 12601
Department Phone: 845-431-5680

Patient Information:
Name: JOYNER, JOYNEIA
Age: 30 Years
MRN: 526186
Arrival Time: 8/29/2016 5:26 PM
Primary Care Physician: H99991 -NONE, PCPONLY

Date of Birth: 4/19/1986 12:00 AM
FIN: 5805448
ED Provider: Nowakowski PA-C, Eric M.

We are pleased to have been able to provide you with care today. Please review these instructions when you return home in order to better understand your diagnosis and the necessary further treatment and precautions related to your condition. In most cases, treatment in an Emergency Department is intended to be temporary in nature. In general, any additional treatment is to be given by your family doctor, or the physician to whom you have been referred upon discharge from the Emergency Department.
I understand that the medical care which I have received is care of an emergent nature. This care may not be a complete diagnosis or complete medical care. Follow-up is important to your health. Conditions may change in the course of hours and new complications may occur.
RETURN IMMEDIATELY TO THE EMERGENCY DEPARTMENT IF NEW SYMPTOMS DEVELOP, YOUR PRESENT SYMPTOMS PERSIST, OR YOUR CONDITION BECOMES WORSE. I have provided an accurate phone number and address so that I may be contacted for further health information or questions about my care.
X-rays do not always show injury or disease. Fractures (breaks in the bones), or other abnormalities are not always revealed on initial x-rays but may be revealed on subsequent x-rays. Your x-ray has been read on a preliminary basis. The final reading will be made by the radiologist. You will be notified of any additional findings.

Diagnosis:
Right ankle sprain

Allergies:
No Known Allergies

Medication Information:
Vassar Brothers Medical Center ED Physicians provided you with a complete list of medications post discharge, if you have been instructed to stop taking a medication please ensure you also follow up with this information to your Primary Care Physician. Unless otherwise noted, the patient will continue to take medications as prescribed prior to the Emergency Room visit. Any specific questions regarding your chronic medications and dosages should be discussed with your physician(s) and pharmacist.

Medications to Continue with No Changes

RITE AID-709 MAIN STREET, 709 MAIN STREET POUGHKEEPSIE, NY 126013700, (845) 471 - 1190

ibuprofen (IBU 600 mg oral tablet) 1 tab, Oral, 4 times a day, Refills: 0
Last Dose:_____Next Dose:_____

Medication Given in the Emergency Department:

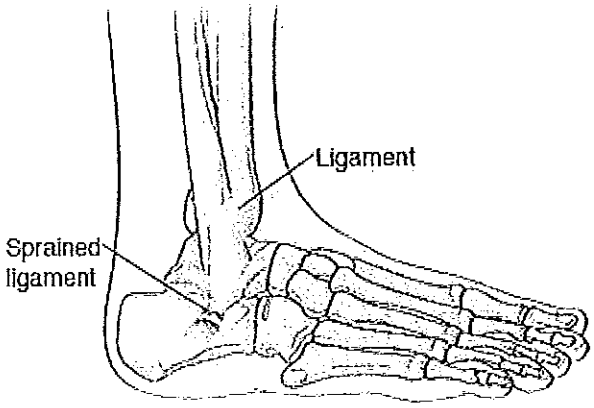
Medications Given

No Medications were given.

No immunizations given this visit.

JOYNER, JOYNEIA has been given the following list of patient education materials
Patient Education Materials

Sprain, Ankle, With X-Ray



A sprain is an injury to the ligaments or capsule that holds a joint together. There are no broken bones. Most sprains take from four to six weeks to heal. If the ligament is completely torn (severe sprain), it can take several months to recover.

Mild to moderate sprains may be treated with an elastic wrap or an in-shoe splint to provide support and prevent re-injury. A mild sprain may not require any additional support. A severe sprain may require surgery to repair.

Home care

The following guidelines will help you care for your injury at home:

Stay off the injured leg as much as possible until you can walk on it without pain. If you have a lot of pain with walking, crutches or a walker may be prescribed. (These can be rented or purchased at many pharmacies and surgical or orthopedic supply stores). Follow your doctor's advice regarding when to begin bearing weight on that leg.

Keep your leg elevated to reduce pain and swelling. When sleeping, place a pillow under the injured leg. When sitting, support the injured leg so it is level with your waist. This is very important during the first 48 hours.

Apply an ice pack (ice cubes in a plastic bag, wrapped in a towel) over the injured area for 20 minutes every 1—2 hours the first day. You can place the ice pack directly over the splint/cast. If you were given a boot, open it to apply the ice pack. Continue with ice packs 3—4 times a day for the next two days, then as needed for the relief of pain and swelling.

You may use acetaminophen or ibuprofen to control pain, unless another pain medicine was prescribed. If you have chronic liver or kidney disease or ever had a stomach ulcer or GI bleeding, talk with your doctor before using these medicines.

You may return to sports after healing, when you can run without pain.

A sprained ankle is at risk for re-injury during the first six weeks. During that time, protect your ankle with an in-shoe splint that prevents tilting of your ankle from side to side. This is very important if you do active work or play sports during that time.

Follow-up care

Any X-rays you had today don"t show any broken bones, breaks, or fractures. Sometimes fractures don"t show up on the first X-ray. Bruises and sprains can sometimes hurt as much as a fracture. These injuries can take time to heal completely. If your symptoms don"t improve or they get worse, talk with your doctor. You may need a repeat X-ray.

When to seek medical care

Get prompt medical attention if any of the following occur:

- The plaster cast or splint gets wet or soft
- The fiberglass cast or splint gets wet and does not dry for 24 hours
- Pain or swelling increases, or redness appears
- Toes become cold, blue, numb or tingly
- Re-injure your ankle

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These are the tests that were performed during your Emergency Department visit:

Laboratory Orders

No laboratory orders were placed.

Radiology Orders

Name	Status	Details
XR Ankle >=3View Right	Completed	08/29/16 18:38:00 EDT, Stat, Fracture, Patient denies, Rad Type

Patient Care Orders

Name	Status	Details
ED Critical Care Assessment	Ordered	
ED Crutches	Completed	08/29/16 20:04:00 EDT, 08/29/16 20:04:00 EDT
ED Jones Dressing	Completed	08/29/16 20:04:00 EDT
Ice Pack	Ordered	08/29/16 18:38:00 EDT

Cardiology Orders

No cardiology orders were placed.

These are the procedures that were performed during your Emergency Department visit:

Patient Education Materials
SPRAIN ANKLE (w/ x-ray)

Follow-Up Instructions

JOYNER, JOYNEIA has been given the follow-up instructions:

With:	Address:	When:
Mark Aierstok	1910 South Road Poughkeepsie, NY 12601 (845) 454-0120 Business (1)	Within 3 to 5 days

With:	Address:	When:
Return to Emergency Department		Within 3 to 5 days

Comments:

Return to the ED if any new or concerning symptoms
RICE (rest, ice, compression, elevation) therapy
Ibuprofen for any pain
Follow-up with orthopedics, referral placed orthopedic Associates, call to schedule a follow-up appointment

With:	Address:	When:
PCPONLY NONE		Within 3 to 5 days

The following test results are currently pending. Please follow-up with your primary care provider for results.

Order Name

Suicide Prevention:

No matter what problems you are dealing with, we want to help you find a reason to keep living. By calling the **Suicide Prevention Hotline 1-800-273-TALK (8255)** you will be connected to a skilled, trained counselor at a crisis center in your area 24/7.

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: 8/29/16

NAME AND ADDRESS OF EACH CLAIMANT:
Drena + Timothy Paulson
12 Mitchell Ave
Poughkeepsie NY 12603

TELEPHONE NUMBER: 845-380-3662

NAME AND ADDRESS OF ATTORNEY (IF ANY):

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE):
Sewage in basement.
$ 6820.08
See attached

ITEMS DAMAGED OR INJURIES SUSTAINED:
See attached including 1 CD

Signature of Claimant

Signature of Claimant

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

Drena S. Paulson 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 30th day of August, 2016

Notary Public

SCOTT A MOENIG
Notary Public - State of New York
NO. 01MO6286056
Qualified in Dutchess County
My Commission Expires Aug 5, 2017

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.

To Whom It May Concern
Incident occurring at 12 Mitchell Avenue, Poughkeepsie NY 12603
on March 7, 2016.
This was originally reported approximately March 9th but we have been awaiting insurance company review before filing with the City of Poughkeepsie about this Claim.

The initial problem began at 12 Mitchell Avenue with a problem we noticed in the bathroom. The toilet began emptying slowly, at times percolating up again and having a difficulty clearing the lines without multiple flushing. In the house where I grew up in New Jersey, I lived on a corner property with many trees. Annually this kind of problem would occur, and it would require a visit from the Roto-rooter service person to clear the lines from the house to the city sewer system. We had never had this done at our house (minimal trees, never the need probably). So we called our plumber.
Plass the Plumber, 34 Hoffman St, Poughkeepsie. 845-454-1090
The plumbers came on the morning of March 7th. They initially checked the toilet itself which was fine. They then checked the lines inside of the house by "snaking" them and said they were clear. They then went into the basement. The basement sink is in the back of the house in the basement. At the foot of the sink is an access to the outside. This was used to snake the pipes to the street. Again they said that the lines were completely clean. They told us that the problem wasn't on our property, but that it was within the **City of Poughkeepsie** sewer system.
Our plumbers called the City of Poughkeepsie Department of Public Works and reported the problem after taking the manhole cover off and finding it full. The water had backed up raw sewage into my basement because of the clog in the City of Poughkeepsie system. Workers were dispatched and came to the area first to the alley between Mitchell Avenue and Grand Avenue (behind our house)(where the plumbers initially saw the problem) and then they went to the sewer area on Arnold Ave. I do not know what the workers exactly did as I was not home for any of this. The issue for us however is that because of the problem in the City Sewer system, enormous amounts of contaminated water and raw sewage was pushed through the pipes back up into my basement. We had sewage in the basement complete with floating "**poop alligators**" before it was all done.
Needless to say - when I received the emergency phone call from my husband (who was home letting in the plumber) about this I WAS NOT HAPPY.
The plumbers, as well as us, called SERVPRO to help deal with the obvious situation.
SERVPRO 845-635-4550
By the time I returned home from my job, my house was a "disaster" zone. I was greeted by a Haz-Mat team crawling around my home as well as the most screamingly loud air-circulating devices blowing and moving huge quantities of extremely chemically smelling air throughout the house. This smell from a combination of toxic waste and toxic fumes from the decontamination fluids brought more tears to my eyes. (Although the stress already had me going). I don't know about you, but my basement is used for storage because I live in a relatively small house. My air conditioners, washer& dryer, a huge amount of personal

items - like the irreplaceable momentos from my dead parents, and our back up food supply are all down there. And any and all of this could be destroyed.
The air-blowers were kept at our house for several days. It was nearly impossible to sleep and we were unable to eat in the house at all. The place was a disaster. This situation in general created undo hardship for myself and my family.
SERVPRO told me that after things were cleaned and dried they would begin a decontamination removal. Anything that wasn't considered safe to leave or to use as it was had to be removed and discarded. Things made of wood that sat in contaminated water that couldn't be dried and cleaned would have to go. Some of our shelving was particle board and that was a concern. Air conditioners, all of which are stored there, were all in contact wth the contaminated water, would have to be discarded.
The washer and dryer were under the water but would be cleaned off. Whether or not they would work and not be stressed by the situation would be the issue. The same thing with the water heater. After they left, we had to go through items and discard things. Many things could be dried but could not be kept as the smell was terrible or just from being in the moisture in the area, books were ruined etc. Many things were discarded that we just didn't write down.
I called my insurance company immediately which is GEICO (Stillwater). They sent an examiner who also took pictures and kept sending us notices that they needed more time to make a decision. The original refusal was never sent to us. I had to call them and ask about it and then they sent it and it was back dated. I was not happy about how that was handled by them.
I went to the City of Poughkeepsie Mayor's office a few days after this happened. I wasn't sure whom to ask questions of as our Councilman had died about a week before and I was unsure what to do. I had also contacted our personal lawyer, Lee Klein, who is a councilman in another district about whom to call and he suggested contacting the Mayors office. The Mayor's office had someone from the Corporation Counsel (I was in the car when he called so I was unable to get his name) call me. We had a nice conversation about what had happened. He assured me that indeed the City was fiduciarily responsible for the problem. We were under the assumption, and or hope, that my homeowners insurance would be assuming some of this but there assertion is that since the problem occurred due to a situation OFF my property, it is NOT their responsibility for payment, but it is the responsibility of the City of Poughkeepsie.

At this time I have a situation to resolve. I have lost a lot of things. I have bills to pay as a result of this.
Thank you for your consideration.
See attached:

Loss List:
Air Conditioners
Shelving
Books/Office supplies general papers etc.
Food

Probable cost total $2000

SERVPRO $4820.08

3/28/2016

Tim Paulson
12 MItchell Ave
Poughkeepsie NY 12603

Tim Paulson
12 MItchell Ave
Poughkeepsie, NY 12603

Servpro of NW & SE Dutchess
845-635-4550
506 Salt Point Tunrpike

JOB DATE	REP	SOURCE
3/28/2016		

Residential sewage mitigation	4,457.88T
Sales Tax	362.20

$4,820.08

SERVPRO

Customer Equipment Responsibility Form

Customer Name: Paulson Date of Loss: 3/7/16

Loss Address: 12 Mitchell Ave

City: Poughkeepsie State: NY Zip: 12603

Insurance / Client: Claim Number (*if available*): 5084155

___ Conventional Dehumidifiers	1 LGR Dehumidifiers	___ Desiccant Dehumidifiers
5 Air Movers	___ Specialty Drying Equipment (*list*):	
___ Power Distribution Centers	1 Odor Control Devices (*list*):	Air Scrubber
___ Additional Equipment On-Site (*list*):		Hepa 500

Customer has been informed of the following requirements regarding equipment placed on the job site.

1. The equipment should be left operating at all times. Do not move equipment unless you contact the SERVPRO® Franchise identified below regarding handling procedures. Turning equipment off will increase time required to dry structure and contents and may cause damage.
2. A water-damaged dwelling should maintain a temperature setting that promotes ideal drying conditions. Leaving windows or doors open during dehumidification or setting air conditioning too low may increase drying time and damage structure and/or contents.
3. Should customer have any problems with the equipment, shut it off immediately and call our office at 845-635-4550 as soon as possible.
4. Customer is responsible for damage to, and/or loss of, this equipment while it is in customer's care and custody, including but not limited to loss caused by theft, vandalism or disappearance.
5. It is the customer's responsibility to allow personnel access to customer's location to check on and pick up the equipment.
6. The above equipment may be picked up between the hours of 9 a.m. and 5 p.m. Monday through Friday excluding holidays.
7. The equipment will be connected to the electrical system in customer's dwelling/structure. Customer warrants the integrity and safety of the electrical system in the dwelling/structure. It shall be the customer's responsibility to have the electrical system inspected and serviced by a qualified electrician if necessary.
8. The customer agrees to hold the SERVPRO® Franchise below, its Franchisor and their respective officers, directors, employees, agents and affiliates harmless and indemnify it from any and all claims, including costs, expenses and attorney's fees, resulting from the improper use of the equipment by the customer and/or any defects in the electrical system or plumbing system in customer's dwelling/structure.

Customer, Paulson, and Provider (SERVPRO of NW+SE Dutchess County) acknowledge receipt of the above documented equipment in good working order.

Customer's Signature: [signature] Date: 3/7/16

Provider's Signature: [signature] Date: 3/7/16

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Each SERVPRO® Franchise is Independently Owned and Operated.

SERVPRO

Release for Disposal of Belongings

Customer Name: Tim Paulson Date of Loss: 3/7/16

Loss Address: 12 Mitchell Ave

City: Poughkeepsie State: NY Zip: 12603

Insurance / Client: Claim Number (*if available*):

The undersigned client, being the building owner, owner's representative, resident and/or owner of possessions in the attached list, hereby gives the Provider identified below permission to dispose of any and all of possessions (see attached list) from the loss site or from storage at the Provider's warehouse (identified below) in any manner that Provider sees fit.

I/We have had the opportunity to inspect the aforementioned items and agree that there is nothing of any worth or value among these items. I/We also hereby agree to hold Provider harmless and release Provider from any and all claims and responsibility in the event that there was something of value among these items, but which has, as a result of my/our instructions to Provider, been disposed of.

Provider's Warehouse Location:

Address:

City: State: Zip:

Client's Release

Client's Signature: Deena Paulson

Printed Name: DEENA PAULSON

Date: 3/15/16

Claims Professional Release

Claims Professional Signature:

Date:

Provider's Signature:

Franchise Legal Name: MCM Legacy

d/b/a SERVPRO® of: NWSE Dutchess

Date: 3/15/16

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Each SERVPRO® Franchise is Independently Owned and Operated.

SERVPRO

Customer Information Form – Water Damage

O **1. A NATIONWIDE SERVICE PROVIDER.** SERVPRO® is a Franchise system with over 1,600 independently owned and operated locations nationwide. Servpro Industries, Inc., the Franchisor, may be reached at 1-800-SERVPRO.

O **2. WORK AUTHORIZATION.** To start our mitigation and restoration service, you must sign the *Authorization to Perform Services* form. This allows us to take action immediately. We do not know your insurance coverage; therefore, it is impossible for us to know exactly what your insurance will cover. It is important for you to understand you are financially responsible for our services. Your deductible is payable before we start work. If for any reason insurance coverage cannot be verified at the time of our emergency services, an additional deposit may be required.

Date Damage Occurred: 03/7/16

Insurance / Client: _____

Policy #: _____

Deductible Amount: TBD

O **3. REFERENCES.** The Franchisee would be pleased to provide references upon request.

O **4. HOW WE PROCEED.** The Franchisee will attempt to "preserve and protect" your structure and contents. The following steps may be completed in the emergency service, as determined to be applicable by the Franchisee:

- Survey the Extent of Damage and Inspect the Premises: Our initial inspection of the premises is designed to identify how much damage has occurred and plan the necessary emergency work. The inspection is also done for safety reasons. We check the affected area for bad flooring, ceiling damage, visible electrical hazards, contents damage, wall and baseboard damage, sewage water, visible mold, etc.

  Are you aware of any potential safety hazards in the structure? O Y ☒ N

  List: _____

- Identify Source / Type of Water: Contaminated water sources (like sewage, etc.) require specialized restoration processes. Additionally, the source of water should be completely stopped prior to starting any work other than the removal process.

  Source of water intrusion: _____

  Has the source of water been stopped? ☒ Y O N

- Identify Visible Mold Growth: It is important for us to know if visible mold growth is present. While molds may be found in small amounts almost anywhere, larger growths of mold may create health concerns depending on occupants' reaction to mold.

  Have you seen signs of mold growing anywhere in the structure or its contents? O Y ☒ N

  Seen mold growth at any time in the past? O Y ☒ N

  Noticed any odors or musty smells? O Y ☒ N

- Specialized procedures are required for materials like mold, lead paint, asbestos, Chinese drywall, etc. If we notice a significant presence of these types of materials, or believe there is a likelihood that such materials exist in the structure, we will notify the involved parties so they may determine an appropriate course of action.

  Are you aware of any materials in the structure which might require specialized cleaning procedures (mold, lead paint, asbestos, Chinese drywall, etc.)? O Y ☒ N

- Measure Temperature/Humidity for Drying Analysis: The process of drying will use equipment to remove moisture from the structure and contents of your home or place of business. This controlled reduction of the relative humidity level helps minimize property damage and slow mold growth.
- Emergency Water Extraction: Our next step is to remove as much water as possible from the affected area. This will be completed with our specialized extraction equipment.
- Furniture Moved and Blocked: This is done to protect carpet and furnishings in the affected area.
- Floor Service: We will check to see what type of floors you have. Carpet will be lifted to inspect flooring. As much water as possible will be removed.
- Carpet Pad: Pad acts like a sponge and holds water. If the pad is exposed to excess water, it may be necessary to remove the pad to protect the subfloor and speed the drying process.
- Carpet: Carpet will be checked for restorability, delamination, visible mold and mildew, etc. In some water damage situations, the carpets may need to be removed. This can include door removal, cutting seams, and metal threshold removal.
- Treatments: Our process may include the application of EPA-registered disinfectants.
- Equipment: Drying equipment will be used to dry your property. The equipment's purpose is to remove excess moisture and bring relative humidity levels back to normal. It is important all equipment be kept running, unless a safety hazard arises. Excessive moisture can still be present even when all visible surfaces seem dry, which may lead to mold growth or other damage. We will monitor moisture in wet materials.
- Disposal: Any refuse items such as carpet pad will be removed and disposed of properly.

O **5. WHAT IS RESTORABLE.** Determining exactly what can be saved before everything is dry is usually impossible. We will set a follow-up date so we can monitor the drying process. Additionally, the restoration process will be scheduled when the drying is complete. This can include floor preparation, tack strip replacement, carpet and pad installation, seaming, carpet cleaning and restoring, and furniture and contents cleaning. A scope of services will be provided.

O **6. PREEXISTING OR PRELOSS CONDITIONS.** During the course of cleaning we will likely remove day-to-day soiling that existed prior to your loss. We are happy to do so. If, however, the removal of preexisting soil requires significant extra effort, our crews will be instructed to move on to the next item. Preexisting damage, including visible mold growth, will also be noted.

Has the structure sustained leaks or water intrusions in the past? O Y O N

O **7. PERSONAL ITEMS.** In the course of our survey and cleaning, we will sometimes be required to open doors, cupboards, etc., to qualify and/or restore the damage. If you prefer to remove personal items and personal or financial information from these areas before we start, please let us know.

- Guns and Ammunition: Our crews are instructed NEVER to touch guns or ammunition. For this reason we request you remove any such items from the areas we are cleaning.
- Jewelry, Valuables, and Heirlooms: Please remove any valuable items from the areas we are cleaning before the job is started. We are not responsible for those items. List any special heirlooms or collectibles that should be given extra special or especially delicate treatment due to their value.

  List: _____

  Will you be removing any personal items, guns, ammunition, jewelry, valuables, or heirlooms prior to the Franchisee beginning work? O Y O N

O **8. OVERLOOKED ITEMS.** Although our supervisors inspect all work, you should accompany the supervisor on the final walk-through and bring any overlooked items or concerns to the supervisor's attention.

O **9. INSURANCE ADJUSTERS OR AGENTS.** We are neither insurance adjusters nor agents. We cannot authorize anything to be replaced, repaired, or painted. Our job is preserving and protecting, stopping further damage from occurring, and restoring damaged items to their prior condition when possible.

O **10. EMERGENCY CHARGES.** The exact price of restoring your property following water damage is virtually impossible to determine on our first visit. A verbal briefing will be provided to you and/or your insurance adjuster. The scope of work can change due to unforeseen circumstances. The final bill will be forwarded to you and/or your insurance carrier upon completion.

O **11. HEALTH AND SAFETY.** Maintaining your personal health and safety is of great concern to us. All occupants and pets should stay away from work areas to protect their health and safety during the work process. Material Safety Data Sheets (MSDS) for our products are available upon request.

Would you like any copies of the MSDS? ☒ Y O N

Exposure to certain molds may cause health problems. If you have any concerns, you should consult a physician.

If you desire additional information, please request the SERVPRO® *Understanding Mold* brochure, and contact your local or state health department.

Has anyone in the structure experienced reactions to the water intrusion? O Y O N

Do you have any health concerns about the water intrusion? O Y O N

O **12. APPROXIMATE COMPLETION.** The actual time required to complete the restoration process is difficult to estimate. We estimate approximately _____ days.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND INFORMATION CONTAINED HEREIN. MY ANSWERS TO THE ABOVE QUESTIONS ARE ACCURATE AND COMPLETE.

Customer Name: Paul Sym

Customer Signature: [signature]

Provider's Signature: [signature]

Date: 3/7/16

Franchise Legal Name: MCM Legacy

d/b/a SERVPRO of NW+SE Dutchess Cnty

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Each SERVPRO® Franchise is Independently Owned and Operated.

SERVPRO

Authorization to Perform Services and Direction of Payment

Customer Name: Tim Paulson Date of Loss: 3/7

Loss Address: 12 Mitchell Ave

City: Poughkeepsie State: NY Zip: 12603

Insurance Company: Geico Claim Number (if available): 508455

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location to remove and clean such items as necessary.

Customer authorizes _____ Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check. In order to expedite payment to Provider, Customer hereby appoints Provider as attorney-in-fact, authorizing Provider to endorse Customer's name on Insurance Company checks or drafts, and to deposit Insurance Company checks or drafts for Provider services.

Customer agrees to pay Customer's deductible in the amount of $ _____ that applies to this claim. If any amounts owing to Provider for Provider services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.

Customer agrees that Provider is working for the Customer and not Customer's insurance company or any agent/adjuster.

Property Owned By: _____

Remarks: _____

I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES AND DIRECTION OF PAYMENT, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE HEREOF, AND AGREE TO SAME.

Customer Reviewed *Customer Information Form*: O Y O N

Provider's Signature: Alexis Morgan

Customer's Signature: Timothy Paulson

Franchise Legal Name: MCM Legacy Inc.

Printed Name: Timothy R Paulson

d/b/a SERVPRO® of: NW+SE Dutchess

Date: 3-7-16

Date: 3/7/16

E-mail Address: timothy-paulson@yahoo.com

Contractor License #: _____

White: SERVPRO® Yellow: Claims Professional Pink: Customer

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Each SERVPRO® Franchise is Independently Owned and Operated.

STILLWATER
INSURANCE COMPANY
PO Box 45126, Jacksonville, FL 32232-5126

March 8, 2016

DRENA PAULSON
AND TIMOTHY PAULSON
12 MITCHELL AVE
POUGHKEEPSIE, NY 12603

RE: Insured : PAULSON
Policy No. : NP0-26012
Claim No. : 508455-458
Date of Loss : 3/7/2016

Dear Drena And Timothy Paulson:

This letter will confirm your report of loss on March 7, 2016 and acknowledge our receipt of the above-captioned claim that you filed.

I will be assisting you toward the resolution of your claim. We may be utilizing the services of an independent adjusting firm to assist with our necessary investigation. A representative from this firm may be contacting you shortly to arrange any inspections, obtain relevant information and documentation. This representative is not authorized to accept or deny coverage or authorize any repairs.

We will be reviewing your file on a regular basis and attempting to contact you to help resolve your claim. You may, of course, contact us at any time to update our information on your circumstances to ensure that you receive the best service in the adjustment of your claim. We welcome any opportunity to answer questions or be of assistance to you.

Your policy also requires that you show us the damaged property as often as we reasonably require. Based on this policy condition, do not discard any damaged property until you have received written approval from us to do so. Discarding the property prior to receiving our written approval may cause us to be unable to consider these items for payment.

The policy you have with us requires you to protect your property and take measures to prevent further damage. Failure to do so and additional claims that arise due to the lack of protecting your property or preventing further damage could be considered neglect under your policy and coverage could be limited or excluded. We may require you produce documentation that as to your attempts to protect the property or save and restore your property. **However, do not discard any damaged property and make sure to photograph the damage before any emergency services are completed in order to document the damages.**

DO NOT START any structural repairs until we reach an agreement with you and/or your contractor as to the extent of the damages and cost of repairs. We will provide you with a copy of our estimate of repairs. We recommend that at this time you choose one or more qualified contractor(s) to inspect the damages and provide you their estimate of repair or replacement.

If your contractor's estimate is higher than our estimate, we recommend you provide a copy of our estimate to your contractor **PRIOR** to beginning repairs to determine if your contractor can complete the necessary repairs according to our estimate scope and price. If the actual repairs or replacement are not consistent with the repairs outlined on our proposed estimate such as price increase, discrepancy in scope, change in repair/product etc., you must contact me **PRIOR** to the start of repairs so that these proposed changes can be discussed and approved if in order.

As previously explained, our policy requires you show us the damaged property. If during the repair process you discover hidden damages or identify supplemental costs, **STOP and contact me immediately to discuss further handling.** We, the company and/or our independent providers, are not responsible for making or authorizing any type of repairs. This is your responsibility.

If a loss that is covered makes that part of the home where you reside not fit to live in, the policy covers any necessary increase in living expenses incurred by you so that the household can maintain its normal standard of living. Payments are made for the shortest time required to repair or replace the damage, or, if you permanently relocate, the shortest time required for your household to settle elsewhere. To see if your home meets the guidelines of "not fit to live in", please contact me directly to discuss and obtain approval.

Please note that the policy does not cover your normal living expenses as you would owe these expenses even if a loss never occurred. Coverage is only provided for the actual increase in living expenses as a result of a covered loss.

The temporary rental of a house/apartment comparable to your own may be required during the repair process of an uninhabitable house. When staying in a rental property, full kitchen facilities are provided, therefore, daily expenses for food will not be reimbursed as they are not additional living expenses. Please be advised that you are responsible for all damage not caused from ordinary wear and tear to the rental property. "Ordinary wear and tear" shall mean only the normal deterioration of the rental and/or rental items by ordinary, reasonable and proper use. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to breakage, improper use, abuse, lack of cleaning, dirtying of rental items by paint, mud, plaster, concrete, rosin or any other material. You are required to leave the premises in the same condition you arrived.

If there is a mortgagee shown on the declarations page of your policy or a mortgagee is determined to have any insurable interest in your property, the mortgagee will appear as an additional payee on any payments you receive under Coverage A (Dwelling) and Coverage B (Other Structures). This is done in accordance with the teams and conditions of your policy. Therefore, we are contractually obligated to include their name on the check and thus we cannot comply with any request to remove their name as a payee. If a mortgagee is named, you will need to contact the mortgagee directly to determine what they will require for endorsement of the check. Any payments made under Coverage C (Personal Property) will not include any mortgagee.

Thank you for your patience and cooperation regarding this loss. If you have any questions, please contact me at the telephone number or e-mail address listed below.

Sincerely,

Jeffrey Clegg

Jeffrey Clegg
Claims Representative
Office Hours: 8:00 a.m. to 5:00 p.m. EST
Phone: (800) 220-1351 Ext 7522
Fax Number: 800-491-7683
E-Mail: claims@stillwater.com
JC/crb

STILLWATER
INSURANCE COMPANY

PO Box 45126, Jacksonville, FL 32232-5126

03/29/2016

DRENA PAULSON
12 MITCHELL AVE

POUGHKEEPSIE NY 126030000

RE: Name: DRENA PAULSON
Policy Number: NP0026012
Claim Number: 0000508455
Date of Loss: 03/07/2016

We wish to advise you that we will require additional time to reach a decision concerning the above-captioned claim. In order to resolve the outstanding claim, we need the following:

We have not received the report of the field adjuster who inspected your property. Once received, we will evaluate then contact you.

As soon as this information is received and we have a reasonable opportunity to review and consider it, we will provide you with our decision regarding the status of your claim.

If you have any questions concerning this letter or the status of your claim, please contact me at the 800-telephone number or email address listed below.

Sincerely,

Jeffrey Clegg

Claims Representative
PO BOX 45126
JACKSONVILLE FL 32232-5126
Phone: 800-220-1351 ext:
Fax:800-491-7683
e-mail: claims@stillwater.com

072200000000002601216090 0000B

STILLWATER
INSURANCE COMPANY

PO Box 45126, Jacksonville, FL 32232-5126

04/21/2016

DRENA PAULSON
12 MITCHELL AVE

POUGHKEEPSIE NY 126030000

RE: Name: DRENA PAULSON
Policy Number: NP0026012
Claim Number: 0000508455
Date of Loss: 03/07/2016

We wish to advise you that we will require additional time to reach a decision concerning the above-captioned claim. In order to resolve the outstanding claim, we need the following:

We received the report of the field adjuster who inspected the property. We will need additional time to evaluate the report.

As soon as this information is received and we have a reasonable opportunity to review and consider it, we will provide you with our decision regarding the status of your claim.

If you have any questions concerning this letter or the status of your claim, please contact me at the 800-telephone number or email address listed below.

Sincerely,

Jeffrey Clegg

Claims Representative
PO BOX 45126
JACKSONVILLE FL 32232-5126
Phone: 800-220-1351 ext:
Fax:800-491-7683
e-mail: claims@stillwater.com

STILLWATER
INSURANCE COMPANY

PO Box 45126, Jacksonville, FL 32232-5126

05/13/2016

DRENA PAULSON
12 MITCHELL AVE

POUGHKEEPSIE NY 126030000

RE: Name: DRENA PAULSON
Policy Number: NP0026012
Claim Number: 0000508455
Date of Loss: 03/07/2016

We wish to advise you that we will require additional time to reach a decision concerning the above-captioned claim. In order to resolve the outstanding claim, we need the following:

We received the report of the field adjuster who inspected the property. We will need additional time to evaluate the report.

As soon as this information is received and we have a reasonable opportunity to review and consider it, we will provide you with our decision regarding the status of your claim.

If you have any questions concerning this letter or the status of your claim, please contact me at the 800-telephone number or email address listed below.

Sincerely,

Marlene Chirhart

Claims Representative
PO BOX 45126
JACKSONVILLE FL 32232-5126
Phone: 800-220-1351 ext:8409
Fax:800-491-7683
e-mail: claims@stillwater.com

STILLWATER
INSURANCE COMPANY
PO Box 45126, Jacksonville, FL 32232-5126
May 16, 2016

Drena Paulson
Timothy Paulson
12 Mitchell Avenue
Poughkeepsie, NY 12603

RE: Policy No. : NP0 -26012
Claim No. : 508455
Date of Loss : 3-7-2016

Dear Mr. and Mrs. Paulson:

Before I discuss the specific coverage(s) provided by your homeowner policy and/or the limits or exclusions that apply to this loss, please allow me to provide a quick overview of the coverage and limits provided by your policy.

Your policy provides homeowner coverage for your dwelling and personal property located at 12 Mitchell Avenue in Poughkeepsie, NY 12603. This policy provides you with $383,300 in coverage for your Dwelling, $38,300 for Other Structures, $191,650 for your Personal Property, and $153,320 for Loss of Use. Your policy carries a $500.00 all other peril deductible which applies to covered losses.

As you policy does not provide coverage for sewer back up we will unfortunately not be able to assist you with your claim. Your policy specifically excludes damages due to sewer backup.

We refer you to your Homeowners 00 03 10 2000 edition and endorsement FN1524 08 09 which read in part;

Homeowners 00 03 10 00;

SECTION I - EXCLUSIONS

A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

Your policy is endorsed with **FN 1524 08 09** which changes your policy to read in part;

SECTION I – EXCLUSIONS

A.3. Water Damage is replaced by the following:

3. Water

This means:

a. Flood, surface water, irrigation water, rain, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

b. Water which:

(1) backs up through, or escapes from, sewers or drains from outside the plumbing system of the "residence premises";

(2) enters the "residence premises" causing interior damage unless the direct force of wind or storm damages the building causing an opening in a roof or wall allowing water to enter through the opening; or

(3) overflows or is otherwise discharged from a sump, sump pump or related equipment;

c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, soil or bedrock, sidewalk, driveway, patio, foundation, wall, basement, floor, swimming pool or other structure; or

d. Waterborne material carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this Exclusion.

This Exclusion **(A.3.)** applies regardless of whether any of the above, in **A.3.a.** through **A.3.d.,** is caused by an act of nature or is otherwise caused.

This Exclusion **A(.3.)** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, lightning, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.

All other provisions of this policy apply

As the policy does not provide coverage for the repair or replacement of the sewer back-up damage, we are unable to assist you with these expenses.

There may be other reasons why coverage does not apply. We do not waive our rights to deny coverage for any other valid reason, which may arise.

Our decision is based on the facts presented to us. If you have any additional information, which would be relevant to your claim, please forward this information to us for our consideration.

Since we have properly addressed all known and related damages, we are closing your file as of the date of this letter. If you believe there is any issue related to this claim that we have not yet properly recognized and concluded, please forward this information to us for our consideration.

Under **SECTION I - CONDITIONS**, **G. Suit Against Us**, is deleted in its entirety and replaced by the following:

HO 01 31 02 14

SECTION I – CONDITIONS

Paragraph **G. Suit Against Us** is replaced by the following:

G. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under Section **I** of this policy and the action is started within two years after the inception of the loss. For purposes of this condition, inception of the loss means the date on which the direct physical loss or damage occurred.

Under some judicial decisions, the one year time period within which you must file suit might be tolled or suspended between the times that notice of the claim is given to the insurance company until the claim is closed in writing. We will close our file as of the date of this letter. It is our position that any tolling of the contractual limitation period that might take place ends as of the date of this letter.

We do not intend, by this letter, to waive any policy or legal defenses, and reserves its right to assert applicable policy or legal defenses at any time.

If you have any questions regarding this letter, please contact the undersigned for further discussion.

Sincerely,

Marlene Chirhart, CPCU, SCLA,AIC
Sr. Claims Examiner
1-800-220-1351, Extension 8409
1-800-491-7683 Facsimile

Should you wish to take this matter up with the New York State Insurance Department, you may write or visit the Consumer Services Bureau, New York State Insurance Department, at 160 West Broadway, New York, New York 10013; Agency Building One, Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12257, or 220 Delaware Avenue, Ste 229, Buffalo, New York 14202.

THE CITY OF POUGHKEEPSIE
NEW YORK

COMMON COUNCIL MEETING
MINUTES

Monday, August 22, 2016 6:30 p.m. **City Hall**

I. PLEDGE OF ALLEGIANCE:

ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting Minutes 7-5-16 and 7-11-16			Yes/Aye	No/Nay	Abstain	Absent
☑ Accepted as Amended ☐ Accepted ☐ Tabled	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Klein	Voter	☑	☐	☐	☐
	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

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

Constantine Kazolias 47 Noxon Street
Penny Lewis 28 Harrison Street
Laurie Sandow South Grand Avenue

Laurie Sandow comments, Common Council meeting August 22, 2016 — Pg1 of 3

I am speaking today on two fiscal matters affecting the City of Poughkeepsie:
1) An apparent loophole granting a substantial sum of money to Councilmembers who waive their City medical benefits coverage; and
2) Resolution R-16-72, which seeks to revise the conditions of sale for the property at 23 Hooker Avenue.
Both are matters of concern for a City facing approximately $11 million dollars of debt, as well as repeated annual revenue projection shortfalls.

I have spoken previously about ongoing, uncured defects in the redesign of the City's website, including the inability to search and review prior Council resolutions and other information. These defects persist, and continue to undermine the public's ability to retrieve information that should be readily accessible without having to file a Freedom of Information Law request.

1) I have been led to understand that—whether through Charter, Administrative Code, or some other means—Councilmembers who waive their City medical insurance benefits receive, in exchange, an amount that might be as high as $8,000 per member or—perish the thought—$64,000 per council if all eight members are taking advantage of the waiver loophole. I find it hard to believe this waiver was ever intended as a means by which Councilmembers could supplement their salary while being safely covered under the insurance policy of a spouse or another employer. I call on the Council to take immediate steps to extinguish this loophole.

2) Resolution R-16-72, on today's agenda, seeks to revise the conditions of sale for the property at 23 Hooker Avenue, which original conditions cannot be searched on the City website.

Laurie Sandow comments, Common Council meeting August 22, 2016 — Pg2 of 3

If memory serves, the $25,000 purchase price of the property at 23 Hooker was waived in a last-minute motion by a certain Councilmember. I am opposed to the continuing waiver of this purchase price. In my opinion—and let me be clear: this has NOTHING to do with whether Nubian Directions is a valued community organization—the original nature of the purchase has substantially changed. Therefore, with Resolution R-16-72, which further modifies the conditions of sale, the original sale price should be reinstated.

Oddly, the same Councilperson who so quickly moved to waive the $25,000 purchase price, switched horses when speaking at the Common Council Special mtg. of August 8. At that meeting, opposing the use of contingency funds to hire the new Finance Administrator, this Councilperson said "...[it is] up to the elected officials in this council chamber to summon the political will to stop the spending, to raise revenue and cut costs, and to allow no cows to be declared sacred. ... This is not my money, it's not your money, it's the City's money. We have a fiduciary responsibility to shepherd it and to caretake it ..."

$25,000 could double the amount of the Police Chief's recent grant application for new equipment. $25,000 is nearly double the amount being transferred from the contingency fund to hire the new Finance Administrator. $25,000 could more than pay for repair of the skatepark. Why is there no effort to re-assert the $25,000 purchase price when the proposed new use of the property does not resemble the original conditions, and does not return the property to the tax rolls?

What is the actual annual value of the PILOT being granted for the property? The fiduciary duty of this Council, not to mention transparency to the public, demands that real numbers be recorded in the Resolution, and not the imprecise mumbo-jumbo and grammatical errors that currently appear.

Laurie Sandow comments, Common Council meeting August 22, 2016 — Pg3 of 3

The Resolution is riddled with grammatical errors and imprecise legal language:
What is the actual current amount [note that the resolution reads "amount" and not "percentage"] of the budget of the City of Poughkeepsie which comprise(s) Police, Fire and the Department of Public Works, and what amount will 45% of that [total amount, or is it percentage? of the] budget equal? Why only a 10-year VOLUNTARY PILOT? and not a MANDATORY PILOT of longer length?

How much is the current property assessment and how often will the property be reassessed? How many rental units will exist once the building has been fully renovated? What is the anticipated average amount for which each unit will be rented? What is the total or adjusted monthly and/or annual income stream that will be produced by this property? Where does the Resolution detail the annual reporting procedure to be sure that the property is rented and used in accordance with the Resolution's terms?
Even at the last Common Council meeting there was talk about one or more of the units being rented on a transient basis to Habitat for Humanity volunteers, even though that is not included in the Resolution. (Again, not addressing whether Habitat for Humanity is a valued community organization and/or the nature or quality of their work.) Will Nubian be coming back in the future for further modification of the terms of sale?

From Resolution R-16-72:

b. Grantee agrees that should the premise be tax-exempt pursuant to the Real Property Tax Law Grantee agrees to enter into an agreement with the City of Poughkeepsie in which Grantee shall agree to make a payment in-lieu of taxes in an amount which shall be equal to the property's assessed value multiplied by the amount of the budget of the City of Poughkeepsie which comprise Police, Fire and the Department of Public Works excluding capital projects (but never more than 45%) which shall then be multiplied by the tax rate: e.g. ((assessed value X % of the city budget that comprise police, fire and DPW but no more than 45%) x tax rate).

c. If Grantee maintains the property for as a rental, it shall restrict rental to low income families/individuals, veterans or the disabled whose income does not exceed 30% of the area median income (AMI) as determined by HUD.

From PILOT agreement:

1. Payment. The annual amount volunteered by the OWNER for the Property shall be based on the following calculation:
The assessed value of the Property multiplied by the percentage of the entire budget of the CITY (but excluding any capital projects contained in the budget) that is made up of the Police Department, Fire Department and the Department of Public Works as those departments and functions exist as of the date of this Agreement, but in no event greater than forty-five (45%) percent of said budget (excluding any capital projects), then multiplied by the tax rate (City and School).

Ruth Weinmann 270 Hull Avenue, Clintondale
Sean Harden 36 Glenwood Avenue
Ken Stickle 118 Catherine Street
Damon Crumb 73 Mansion Street

Kyle Moreau 24 Styvestandt Street
Mark Pagano 12 Marian Avenue
Sandera Clark 25 Roosevelt Avenue

IV. MAYOR'S COMMENTS:

Mayor Rolison since last meeting, the city received an additional $2.3 Million in direct aide as in relates to our storm water and pump station upgrades. Recently he represented the city and the Joint Water Board at a press conference in Beacon, about the concerns about the possible anchorage spots in the Hudson Valley. There as a lot of activity related to that. As far as the City of Poughkeepsie, and the Joint Water Board are concerned, it is our water supply, and we have serious concerns as far as environmental contamination. Which could in essence effect the city's and the towns water supply. Tonight you will hear about the Capital Plan, which is a five year plan, on capital infrastructure needs for the city. He just wanted to let you know, it is just a plan, all of those numbers are just numbers that were put together in priority number by the Capital Plan Committee. Any of those expenditures for those infrastructures, and capital costs, have to come back to the council for approval. As you accept the plan that does not mean that you are accepting any one of those particular items for funding, without your approval. Thanked the Chairman, he had asked the Chairman to consider creating a Finance Committee, which is in the Charter, the City Council has the ability to have a Finance Committee, felt it was appropriate, and significant, so that this Finance Committee can work with the Administration, and Finance on the 2017 budget, as well as other financial aspects of the city. Wanted to have members of the council who would be able to attend all of the budget meetings, as they wished. This way there would be good and accurate information, and give and take on the 2017 budget. There are two new interns that are currently working on the third floor. The first one is Chris Cassidy, who is working in the Corporation Counsel Office. Chris is going to be a senior at Poughkeepsie High School this fall. And he is working on updating our Vacant Property registry list and he is doing a great job. The second is Annemarie Wheeler, she just graduated from Poughkeepsie High School, and is working in the Mayor's Office in media related outreach. There was a meeting today with the City Administrator and the individuals who ran the pools for the 2016 season. This summer, the pools ran 14, 000 people attended the pool as Pulaski, both swimmers and family members, and close to 10,000 were at Spratt. Thanked the Poughkeepsie City School District who supplied free lunches at both pools this summer, 250 a day at Pulaski, and at least 30 a day at Spratt. There was a very successful weekend here in the city, Jazz in the Valley at the waterfront, and was the largest attended to date. We are in the beginning stages of working on an anti-littering initiative with the Downtown Poughkeepsie Partnership. Wanted to invite all councilmembers, members of the public, to the 911 Ceremony, which will be held Friday, September 9th at 10:00 at City Hall.

V. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

Vice-Chair Cherry congratulated to the high school seniors who are volunteering in city hall, Chris Cassidy, and Annemarie Wheeler. Congratulated all of the Police Officers who received awards tonight, especially Karen Zirbel, who couldn't be at the meeting tonight, but is a very good friend, and does a lot of phenomenal things in the

community. The skate park, we thank all of you so much for your efforts, we're compelled, Ms. Ruth to try to meet that fifteen day deadline, can't promise, but will try, the Shred Foundation, Danny Harrison is also a good friend, and she is going to donate out of her own pocket to that cause. Understand that there will be another event coming up, and please let the council know, so that they can help out. As far as the parking lot at Ebenezer, stated that she is not aware of it coming back on the agenda anytime soon, so to those of you who have concerns, there will be ample notice if it does come back on the agenda. As far as Nubian Directions, Resolution R16-72, "we are in a compromised situation in the city, it's through no fault of any of us up here, the Administration of the Council. But the way that the city is currently set up, it is not set up for people to be successful. We have no first time home buyer program, we do not have enough public housing, we do not have enough jobs, and the median income in Poughkeepsie is $50,000. So it is very easy to say, let's sell it, get it owner occupied, but if the owners can't afford to buy in Poughkeepsie, right now we are at a 55/42 split, with homestead and non-homestead properties. The ultimate goal for all of us is to sell more property, to generate more tax base, to generate more revenue, but we have to put certain things into place, so that can happen. We need to establish jobs, we need to attract businesses, we need to work with our non-profits, and kind of guide them a little more. There was not a lot of oversight in the past with the non-profits. When Mr. Bullock presents later on, she will be bringing up some of these questions. It's not enough to just take homeless people off the street. What are we doing to help them live a better quality of life, what are we giving them that will last longer than a night. We need to start thinking long term. With that said, some of the decisions that we will make may not be popular, may not be liked by everyone, but can honestly say that anything attached to her name, she is looking at the long-term goal of the City of Poughkeepsie, the strategic plan, and sticking to the vision and mission that she set out to do when she was elected to the council. As far as the drug dealing, that is a problem throughout the City of Poughkeepsie. Thank you for having more patrol in the 3rd and the 5th ward, there has been an issue in the 6th ward, on South Clinton Street, where a resident contacting the tip line, has a picture of the car. Right now drug dealing is rampant in the city. Mr. Crumb, you have my sympathy, you should not have to live in those conditions. She knows that on "their end' they are doing everything they can, may not be moving fast enough, and can attest they are working, and are on their side. Please if there is anything specific that can be done, just let them know. Stated that she doesn't think that any of them have faced this type of circumstance before. Please guide them if there is anything else that can be done for them to support you. Lastly, as far as Recreation, brought up the Mayor, they are working behind the scenes to try to ramp up the City of Poughkeepsie Recreation Department. That is an important goal of both the Mayor and the Council. Mr. Harding, she asked Mr. Knapp to please follow up with him, just to talk, believes everyone needs closure. She apologized that he had to attend a Council Meeting to get that closure, but you will get it. Lastly, the concerts in the Park, Jazz in the Park was a big success. Contacting Senator Skartados as far as the vacant property, we s should follow up on that. Ms. Penny said we can call him, and he can do the research for us.

VII. MOTIONS AND RESOLUTIONS:

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

The City of Poughkeepsie
New York
Municipal Building
62 Civic Center Plaza
Poughkeepsie, N. Y.12601
(845)451-4039
Fax: (845)451-4181

John Taylor
Assessor

email: jtaylor@cityofpoughkeepsie.com

August 16, 2016

Common Council
City of Poughkeepsie

CC Meeting 8/22/2016
Item# R16-69

Re: Resolution adopting Adjusted Base Proportions for homestead and non-homestead properties for taxes levied based on the 2016 tax assessment roll.

Dear Chairman Petsas and Councilmembers,

Annexed hereto, please find the above proposed resolution. The base homestead and non-homestead proportions for the 2016 tax assessment roll need to be approved for the Poughkeepsie City School District.

Annual adjustment to the base proportions is required in order to account for changes during the year due to new construction, demolition or destruction, changes in exempt status or class membership. The method of calculating these adjustments is prescribed by Real Property Tax Law and rules and regulations of the NYS Office of Real Property Services which oversees property tax assessing in the State. I will present myself and be available at your Council meeting of August 22, 2016 to discuss the effects of this adjustment in greater detail. Your affirmative action at that time is requested.

Respectfully,

John Taylor
Assessor.
City of Poughkeepsie

R16-69

R16-69

RP-6701

07/21/16

NEW YORK STATE OFFICE OF REAL PROPERTY TAX SERVICES
Bldg 8A - WA Harriman Campus Albany, NY 12227

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE LEVY OF TAXES ON THE 2016 ASSESSMENT ROLL

Approved Assessing Unit: City of Poughkeepsie, 131300
Name of Portion: City of Poughkeepsie, 131300

DETERMINATION OF BASE PERCENTAGES

Section I

Class	(A) 2006 Taxable Assessed Value	(B) 2006 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) Base Percentages (C/sum of C)
Homestead	1,663,288,662	100.00	1,663,288,662	70.8173
Nonhomestead	685,416,541	100.00	685,416,541	29.1827
Total	2,348,705,203		2,348,705,203	100.0000

DETERMINATION OF CURRENT PERCENTAGES

Section II

Class	(E) 2015 Taxable Assessed Value Including Special Franchise	(F) 2015 Class Equalization Rate	(G) Estimated Market Value E/(F/100)	(H) Current Percentages (G/sum of G)
Homestead	1,046,159,618	100.00	1,046,159,618	64.5622
Nonhomestead	574,229,590	100.00	574,229,590	35.4378
Total	1,620,389,208		1,620,389,208	100.0000

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III

Class	(I) Local Base Proportion for the 2006 Assessment Roll	(J) Updated Local Base Proportion I*(H/D)	(K) Prospective Current Base Proportion Column (L) Prorated to 100.00 (J/sum of J)	(L) Adusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((K/L)-1*100)	(N) Maximum Current Base Proportion (L*1.05)	(O) Current Base Proportions
Homestead	65.20854	59.44892	58.45658	58.51663	-0.10		58.45658
Nonhomestead	34.79146	42.24865	41.54342	41.48337	0.14		41.54342
Total	100.00000	101.69757	100.00000	100.000000			100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

_____
signature

_____
title

_____
date

R16-69

R16-69

RP-5703 NEW YORK STATE OFFICE OF REAL PROPERTY TAX SERVICES 07/20/16

Bldg 9A - WA Harriman Campus Albany, NY 12227

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL

FOR THE 2016 ASSESSMENT ROLL

Approved Assessing Unit City of Poughkeepsie, 131300

Name of Portion City of Poughkeepsie, 131300

Reference Rol 2014

Levy Roll 2015

Section I DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTITIY CHANG EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

Class	(A) Total Assessed Value on the Reference Roll excluding (SpecialFranchise)	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes (B-C)	(E) Surviving Total Assessed Value on the Reference Roll (A-C)
Homestead	1,069,438,407	1,746,912	3,303,172	(1,554,260)	1,066,133,315
Nonhomestead	540,857,762	7,570,100	5,257,300	4,402,800	540,000,462

Class	(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll and Levy Roll	(H) Net Equalization Changes (F-G)	(I) Change in Level of Assessment Factor (H/E)+1	
Homestead	2,717,440	21,481,343	(18,763,903)	0.99240	0.9828
Nonhomestead	9,894,666	7,788,166	2,106,500	1.00385	1.0041

Section II COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

Class	(J) Taxable Assessed Value on the Levy Roll excluding Special Franchise	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (J/I)	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor (M/N)
Homestead	1,030,011,047	1,046,464,785		1,046,464,785	1,046,159,618	1.00220
Nonhomestead	530,362,368	531,334,913	56,506,335	587,921,249	574,229,590	1.02384

Section III COMPUTATION OF ADJUSTED BASE PROPORTIONS

Class	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P*O)	(R) Adjusted Base Proportions (Q/sum of Q)
Homestead	58.45658	58.56539	57.93607
Nonhomestead	41.54342	42.53396	42.06313
Total	100.00000	101.11935	100.00000

CERTIFICATION

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

signature

title

0.9992

1.0074

R16-69

Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.
See Subsection 1903-4(c) of the Real Property Tax Law.

City of Poughkeepsie 2016

STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the Current Percentage for the Homestead Class

Current Percentage for Homestead Class (part H of form RP-6701)	64.56224
Adjusted Base Proportion for Homestead Class (part R of form RP-6703)	57.93687
Difference	6.62537

STEP 2 - Take the Difference computed in STEP 1 and multiply it by 10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%. Add this amount to the Homestead Adjusted Base Proportion.

Select a Percentage	Amount to be added to Homestead ABP		POSSIBLE TAX SHARES WHICH MAY BE ADOPTED	
			Homestead	NonHomestead
			57.93687	42.06313
10%	**0.66254**		**58.59941**	**41.40059**
20%	1.32507		59.26195	40.73805
25%	1.65634		59.59321	40.40679
30%	1.98761		59.92448	40.07552
40%	2.65015		60.58702	39.41298
50%	3.31269		61.24956	38.75044
60%	3.97522		61.91209	38.08791
70%	4.63776		62.57463	37.42537
75%	4.96903		62.90590	37.09410
80%	5.30030		63.23717	36.76283
90%	5.96283		63.89971	36.10029
100%	6.62537		64.56224	35.43776

R16-69

RESOLUTION
(R 16-69)

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

BE IT RESOLVED, that the attached certificates of Base Percentages, Current Percentage, Base Proportions and Certificate of Adjusted Base Proportions for the levy of taxes on the 2016 Assessment roll are hereby approved in accordance with Article 19 of the Real Property Tax Law.

SECONDED BY COUNCILMEMBER KLEIN

R16-69						
			Yes/Aye	No/Nay	Abstain	Absent
☑ Accepted ☐ Defeated ☐ Tabled	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Klein	Voter	☑	☐	☐	☐
	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

2. **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

August 16, 2016

COMMON COUNCIL
City of Poughkeepsie

Re: 2017-2021 Capital Program

Dear Chairman Petsas and Members of the Common Council:

Attached is the 2017-2021 Capital Program as adopted by the Capital Program Committee. This Program is a recommendation to the Common Council from the Committee (comprised of members of City staff). It identifies the projects that are recommended to be undertaken, including their estimated cost, when available, and timing. Projects listed for 2017 are recommended for submission to the Common Council for approval next year. The projects listed for 2018 through 2021 are identified as being necessary; these projects, however, will be reviewed annually to reconcile changing needs, priorities, current costs and funding availability.

The City's fiscal challenges require careful consideration of long-term financial goals as well as consideration of the immediate needs faced in preparation of annual operating budgets. The capital program establishes project priorities over the five-year period; it is a forecast based on the needs of our City within the context of long-term fiscal restraint and stability.

The projects included herein have been carefully reviewed and discussed with department heads and staff. The overall program cites five-year expenditures for public safety, recreation, physical and technical infrastructure and general service functions. In addition to City expenditures, sources of financing include Federal and State aid, trade-in or resale of equipment to be replaced and additional revenues that may be generated by a project.

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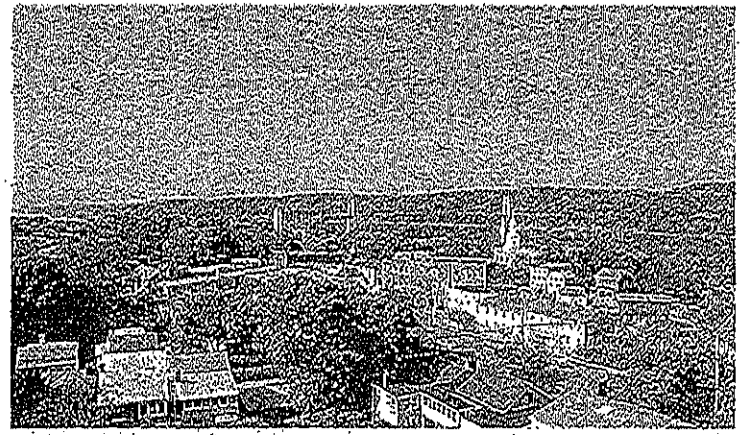
While we must be prudent, maintaining the City's facilities, infrastructure, road network and other capital assets must remain a high priority. I wish to thank the members of the Capital Program Committee for participating in establishing this plan for the Common Council's consideration.

Lastly, the City Charter requires a public hearing on the Capital Program. Therefore, attached for your review is Resolution R-16-17 authorizing that hearing to occur on August 29, 2016 at 6:00pm.

Sincerely,

Ronald J. Knapp
Acting City Administrator

The City of Poughkeepsie, NY
Capital Plan 2017-2021



I. Introduction
II. Debt Payments
III. Summary
IV. Transportation
V. Utilities
VI. Facilities
VII. Transit
VIII. Vehicles

Mayor Robert G. Rolison Acting City Administrator Ronald J. Knapp

City Councilmembers

Christopher D. Petsas, 1st Ward Michael Young, 2nd Ward Lorraine Johnson, 3rd Ward (Council Chairperson)

Lee David Klein, 4th Ward Ann Perry, 5th Ward Natasha Cherry, 6th Ward

Randall A. Johnson II, 7th Ward Matthew McNamara, 8th Ward

Proposed August 22, 2016

The City of Poughkeepsie, NY
Capital Plan 2017-2021

Capital Program Committee:
Robert Rolison, Mayor
Ronald J. Knapp, Acting City Administrator
William Brady, Commissioner of Finance
Thomas Pape, Acting Police Chief
Mark Johnson, Fire Chief
Christopher Gent, Commissioner of Public Works
Joseph Chenier, Assistant Civil Engineer
Greg Bolner, City Planning Consultant
Rocco German, Microcomputer Network Support Specialist

Prepared by:
Ronald J. Knapp, Acting City Administrator
William Brady, Finance Commissioner

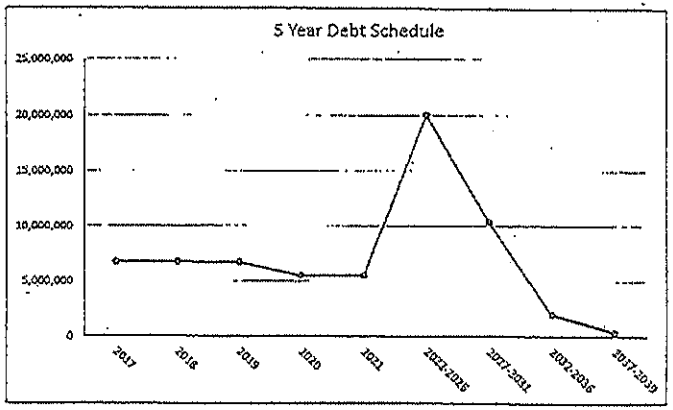
The City of Poughkeepsie, NY
Capital Plan 2017-2021

Significant Projects to be undertaken in 2017 are:

- College Hill Reservoir Project: $11,767,232 with $3,000,000 from NYS
- CWSRF: $11,256,000 with $3,000,000 from NYS
- Main Street Reconstruction: $3,259,000 with $511,000 from NYS and $2,839,000 from Federal Assistance
- Kaal Rock Point: $3,000,000
- Morgan Lake Dam: $3,000,000
- Water System Improvements–Market St.: $2,640,000
- City Hall Generator: $2,400,000
- 2 Diesel/Electric Buses: $1,500,000--Federally Funded
- New Tower Ladder Truck: $1,200,000 with $500,000 from NYS ($200,000 other sources)

Long-term indebtedness of the City of Poughkeepsie as of December 31, 2016 will be $50,466,000. The total amount is subject to the City's constitutional debt limit of $121,501,916 and represents 41.5% of that limit. As of June 30, 2016, the City had authorized but unissued debt totaling $37,231,286. The following table represents a summary of the City's long-term debt service obligation as of December 31, 2016. The table does not include any projected borrowing scheduled to occur in 2016.

Year	Prinicpal	Interest	Total
2017	4,815,000	2,017,332	6,832,332
2018	4,997,000	1,818,853	6,815,853
2019	5,147,000	1,615,186	6,762,186
2020	4,127,000	1,433,291	5,560,291
2021	4,266,000	1,272,128	5,538,128
2022-2026	16,069,000	4,026,075	20,095,075
2027-2031	8,945,000	1,504,735	10,449,735
2032-2036	1,740,000	237,816	1,977,816
2037-2039	360,000	18,251	378,251
TOTAL	50,466,000	13,943,667	64,409,667



5-Year Capital Plan Summary

DPW

Project	Description	Total	2017	2018	2019	2020	2021
1	Annual Streets Paving Program	2,500,000	500,000	500,000	500,000	500,000	500,000
2	Main St Reconstruction	3,529,000	3,529,000				
3	Water Sys Improvements - Market St. - HOLDOVER	2,640,000	2,640,000				
4	Water Line at Cedar - Cedar, Arnold, Miller - HOLDOVER	390,000		390,000			
5	Soldiers Fountain	250,000			250,000		
6	General Yearly Valve Replacement Program	1,000,000	200,000	200,000	200,000	200,000	200,000
7	Sanitary & Storm Sewer Spot Rehabilitation	1,250,000	250,000	250,000	250,000	250,000	250,000
8	Sanitary Sewer Repl. Main St (Cherry to S. Clinton) - HOLDOVER	1,020,000			1,020,000		
9	Clark St. Storm Sewer at Flood Area	1,000,000					1,000,000
10	Hooker Ave Storm Sewer at Flood Area	1,000,000					1,000,000
11	Wilson Ave. Storm Sewer at Flood Area	1,000,000					1,000,000
12	Columbia St. CSO - HOLDOVER	1,200,000					1,200,000
13	Montgomery St. CSO - HOLDOVER	2,400,000					2,400,000
14	Beechwood Ave. CSO (Alden to Sharon) - HOLDOVER	1,320,000					1,320,000
15	Old Falkill Trunk Sewer - HOLDOVER	4,800,000					4,800,000
16	Arnold CSO Separate	2,000,000					2,000,000
17	Generator Repl. Sewer Treatment Plant	660,000					660,000
18	STP - Large Odor Scrubber - HOLDOVER	1,620,000					1,620,000
19	Kaal Rock Point - HOLDOVER	3,000,000	3,000,000				
20	Morgan Lake Dam - HOLDOVER	3,000,000				3,000,000	
21	City Hall Generator - HOLDOVER	2,400,000	2,400,000				
22	Automated Parking Collection System at FPD, Liberty, etc - HOLD	288,000		288,000			
23	CDBG - Parks - HOLDOVER	500,000	100,000	100,000	100,000	100,000	100,000
24	CDBG - Scattered Sidewalks - HOLDOVER	1,000,000	200,000	200,000	200,000	200,000	200,000
25	Overhead Doors at DPW Garage	20,000		20,000			
26	Electric Main at DPW	50,000	50,000				
27	Transfer Station Pit Repair	20,000	20,000				
28	Transfer Station Repair	2,000,000		2,000,000			
29	Pool Gunite Repair at Spratt And Pulaski	400,000			400,000		
30	City Hall Parking Garage Repair	200,000	200,000				
31	City Hall Paver (Sidewalk Repair)	200,000		200,000			
32	City Hall Stone Wall Repair	100,000			100,000		
33	DPW Ready Room Repair	50,000				50,000	
34	Spratt Roof Repair	20,000		20,000			
35	Stitzel - Concession Bldg-	30,000	30,000				

Project	5-Year Capital Plan Summary Description	Total	2,017	2,018	2,019	2,020	2,021
36	Kaal Roc Bathhouse	100,000			100,000		
37	Morgan Lake Bathhouse	100,000				100,000	
38	Pulaski Pool Locker Room	50,000			50,000		
39	Spratt Pool Fence	100,000			100,000		
40	2 Diesel Electric Buses - HOLDOVER	1,500,000	1,500,000				
41	Bus Shelters - HOLDOVER	37,200		37,200			
42	Preventive Maintenance Bus - HOLDOVER	1,350,000	270,000	270,000	270,000	270,000	270,000
43	Operating Assistance for City Transit - HOLDOVER	1,700,000	340,000	340,000	340,000	340,000	340,000
44	Bus Lift	110,000				110,000	
45	Bus Stop Signs	50,000	10,000	10,000	10,000	10,000	10,000
46	Repair Wash Bay	200,000	200,000				
47	DPW Vehicles - HOLDOVER	3,607,800	721,560	721,560	721,560	721,560	721,560
48	Iron Trash Cans for City Streets	50,000	10,000	10,000	10,000	10,000	10,000
49	Sanitation Scale	500,000		500,000			
50	Security Cameras DPW	100,000	20,000	20,000	20,000	20,000	20,000
51	City Owned Parking Lot Repair - General Lot Repair	1,000,000	200,000	200,000	200,000	200,000	200,000
52	Tree Clearing at City Property	125,000	25,000	25,000	25,000	25,000	25,000
53	Tree and Leaf Pile Removal	80,000	80,000				
54	Park Improvements (Spratt and Pulaski)	110,000	110,000				
55	Parks Maintnance Vehicle	40,000	40,000				
58	Monument at College Hill Repair	300,000				300,000	
59	Bathrooms at College Hill	500,000					500,000
	Total DPW	54,567,000	16,645,560	6,301,760	4,866,560	6,406,560	20,346,560
FIRE							
1	New Rescue Pumper Engine	550,000		550,000			
2	Clover Street Firehouse Window Replacement	79,000	79,000				
3	New Tower Ladder Truck	1,200,000	1,200,000				
	Total Fire	1,829,000	1,279,000	550,000	-	-	-
POLICE							
1	Police Car Replacement	1,071,000	300,000	150,000	300,000	123,000	198,000
	Total Police	1,071,000	300,000	150,000	300,000	123,000	198,000

5 Year Capital Plan
Funding for 2017 Projects

Description	2017	City	State	Federal	Other
Annual Streets Paving Program	500,000		500,000		
Main St Reconstruction	3,529,000	179,000	511,000	2,839,000	
Water Sys Improvements - Market St. - HOLDOVER	2,640,000		2,640,000		
General Yearly Valve Replacement Program	200,000	200,000			
Sanitary & Storm Sewer Spot Rehabilitation	250,000	250,000			
Kaal Rock Point - HOLDOVER	3,000,000	3,000,000			
City Hall Generator - HOLDOVER	2,400,000	2,400,000			
CDBG - Parks - HOLDOVER	100,000			100,000	
CDBG - Scattered Sidewalks - HOLDOVER	200,000			200,000	
Electric Main at DPW	50,000	50,000			
Transfer Station Pit Repair	20,000	20,000			
City Hall Parking Garage Repair	200,000	200,000			
Stitzel - Concession Bldg-	30,000	30,000			
2 Diesel Electric Buses - HOLDOVER	1,500,000			1,500,000	
Preventive Maintenance Bus - HOLDOVER	270,000	216,000	27,000	27,000	
Operating Assistance for City Transit - HOLDOVER	340,000	170,000		170,000	
Bus Stop Signs	10,000	10,000			
Repair Wash Bay	200,000	200,000			
DPW Vehicles - HOLDOVER	721,560	721,560			
Iron Trash Cans for City Streets	10,000	10,000			
Security Cameras DPW	20,000	20,000			
City Owned Parking Lot Repair - General Lot Repair	200,000	200,000			
Tree Clearing at City Property	25,000	25,000			
Tree and Leaf Pile Removal	80,000	80,000			
Park Improvements (Spratt and Pulaski)	110,000		110,000		
Parks Maintnance Vehicle	40,000	40,000			
Total DPW	16,645,560	8,021,560	3,788,000	4,836,000	-

5 Year Capital Plan
Funding for 2017 Projects

Description	2017	City	State	Federal	Other
Clover Street Firehouse Window Replacement	79,000		79,000		
New Tower Ladder Truck	1,200,000	500,000	500,000		200,000
Total Fire	1,279,000	500,000	579,000	-	200,000
Police Car Replacement	300,000	300,000			
Total Police	300,000	300,000			
Office 365	64,500	64,500			
Electronic Document Management System	7,563	7,563			
IT Hardware	100,000	100,000			
Total IT	172,063	172,063			
College Hill Dam - Engineering Assessment	19,900	19,900			
College Hill Reservoir	11,767,232	9,767,232	2,000,000		
CSWRF	11,256,000	8,256,000	3,000,000		
DeLaval Property	20,950	20,950			
Total Engineering	23,064,082	18,064,082	5,000,000		
GRAND TOTAL	41,460,705	27,057,705	9,367,000	4,836,000	200,000

RESOLUTION

(R-16-71)

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

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 August 29, 2016 at 6:00 p.m. concerning the adoption of the 2017 to 2021 capital plan as submitted to the Common Council.

SECONDED BY COUNCILMEMBER KLEIN

R16-71						
			Yes/Aye	No/Nay	Abstain	Absent
☑ Accepted ☐ Defeated ☐ Tabled	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Klein	Voter	☑	☐	☐	☐
	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

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

PILOT AGREEMENT

NUBIAN DIRECTIONS II, INC.
and
CITY OF POUGHKEEPSIE

This Agreement dated where signed below, between NUBIAN DIRECTIONS II, INC., a New York Not-For-Profit Corporation, with offices for conducting business at 248-250 Main Street, Poughkeepsie, New York 12601, hereinafter referred to as "OWNER," and CITY OF POUGHKEEPSIE, a New York municipal corporation maintaining its office at Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601, hereinafter referred to as "CITY";

WHEREAS, OWNER is the owner of real property situated in the City of Poughkeepsie listed in Schedule "A" which is attached hereto and made a part hereof and is more commonly known as 23 Hooker Avenue, Poughkeepsie, New York (the "Property"); and

WHEREAS, OWNER intends to use the parcels in a manner consistent with the provisions of New York Real Property Tax Law, pursuant to which it has been or will be granted an exemption from local and municipal taxes and real property taxation (including CITY school taxes) in the manner prescribed by statute and regulation; and

WHEREAS, OWNER, as to the parcel listed in Schedule "A", wishes to voluntarily make payments to the CITY despite its tax exempt status without acknowledging any legal liability to do so; and

WHEREAS, the CITY has agreed to accept such payments as voluntary payments, the receipt of which is acknowledged not to create a continuing legal obligation nor an acknowledgment that the ownership and use of the premises are not otherwise entitled to an exemption pursuant to New York Real Property Tax Law.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Payment. The annual amount volunteered by the OWNER for the Property shall be based on the following calculation:

The assessed value of the Property multiplied by the percentage of the entire budget of the CITY (but excluding any capital projects contained in the budget)that is made up of the Police Department, Fire Department and the Department of Public Works as those departments and functions exist as of the date of this Agreement, but in no event greater than forty-five (45%) percent of said budget (excluding any capital projects), then multiplied by the tax rate (City and School).

2. Subordination. This Agreement and the obligations arising thereunder shall be

(00596767)

subordinate to any loans encumbering the Property to the extent the proceeds are used to construct improvements on the Property and any other obligation that may become a lien on the Property.

3. Presentation of Rights. This Agreement shall not preclude any party from instituting any action it deems appropriate to contest either the assessed valuation or the exempt status of the parcel or any portion thereof.

4. Term. This Agreement shall have a term of ten (10) years and shall only be terminated because the Property subject to this Agreement is no longer being used for purposes for which an exemption is obtainable or OWNER provides evidence, acceptable to the CITY, that the terms of this Agreement will render the OWNER insolvent.

5. Notice to Default; Limitation on Remedies. (a) In the event OWNER fails to perform or observe any of the terms, conditions, covenants or agreements to be performed or observed by it under this Agreement, OWNER, upon written notice from the CITY (i) shall remedy or cure such failure within ninety (90) days after receipt of such notice, or (ii) if such failure is of such nature that it cannot reasonably be cured within such ninety (90) day period, shall commence to cure the same in such period and diligently proceed to cure the same. If such failure shall not be remedied or cured within a reasonable time, OWNER shall be in default hereunder and the CITY may, except as otherwise provided, and in full acknowledgement that this Agreement is offered voluntarily by the OWNER, institute such proceedings as in its opinion may be necessary or desirable to cure or remedy such default.

6. Notices. A notice or communication in connection with this Agreement by any party to the other parties shall be sufficiently given if sent by certified mail, post prepaid, return receipt requested, and

(a) If to, Nubian Directions II, Inc., 248-250 Main Street, Poughkeepsie, New York 12601;

(b) If to, City of Poughkeepsie, c/o Corporation Counsel, Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601, and City of Poughkeepsie, c/o Mayor, Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601;

to such other address as any party may from time to time designate by notice given to the other parties as provided herein. Any notice given pursuant to the terms hereof shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail. Any notice given hereunder by any party shall be given to all other parties to this Agreement.

7. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances

(00596767)

other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provisions of this Agreement shall be valid and shall be enforced to the full extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, all as of the day and year first written above.

DATED:_____ Nubian Directions II, Inc.

By: _____
Robert E. Wright
Executive Director

CITY OF POUGHKEEPSIE

By: _____
Robert G. Rolison
Mayor

RESOLUTION
(R-16-72)

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

WHEREAS, Nubian Direction II, Inc. ('Nubian Direction") is the owner of 23 Hooker Avenue in the City of Poughkeepsie having purchased same from the City by deed dated July 24, 2015; and

WHEREAS, said sale was approved with conditions including the condition, that the premise be owner-occupied for a period of ten (10) years from the date of transfer; and

WHEREAS, Nubian has requested that the City waive the requirement that the property be owner-occupied as Nubian Direction is now desirous of maintaining the property as a rental unit as opposed to rehabilitating the property for sale which was their initial desire; and

WHEREAS, the Common Council is agreeable to waiving the requirement provided that other conditions are maintained; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby waives the condition precedent that the premise located at 23 Hooker Avenue in the City of Poughkeepsie be owner occupied provided such condition is replaced with the following conditions precedent:

a. If at any-time in the first ten (10) years from the date of this deed, Grantee transfers said property, said property shall be sold with the condition that the premises be owner-occupied.

b. Grantee agrees that should the premise be tax-exempt pursuant to the Real Property Tax Law Grantee agrees to enter into an agreement with the City of Poughkeepsie in which Grantee shall agree to make a payment in-lieu of taxes in an amount which shall be equal to the property's assessed value multiplied by the amount of the budget of the City of Poughkeepsie which comprise Police, Fire and the Department of Public Works excluding capital projects (but never more than 45%) which shall then be multiplied by the tax rate: e.g. ((assessed value X % of the city budget that comprise police, fire and DPW but no more than 45%) x tax rate).

c. If Grantee maintains the property for as a rental, it shall restrict rental to low-income families/individuals, veterans or the disabled whose income does not exceed 30% of the area median income (AMI) as determined by HUD.

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

SECONDED BY COUNCILMEMBER KLEIN

R16-72						
			Yes/Aye	No/Nay	Abstain	Absent
☑ Accepted	Councilmember Young	Voter	☑	☐	☐	☐
☐ Defeated	Councilmember Perry	Voter	☑	☐	☐	☐
☐ Tabled	Councilmember McNamara	Voter	☑	☐	☐	☐
	Councilmember Klein	Voter	☑	☐	☐	☐
	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

VIII. ORDINANCES AND LOCAL LAWS:

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

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM COMMISSIONER OF FINANCE BRADY,** a communication regarding the 2017-2021 Capital Plan.

2. **FROM COMMISSIONER OF FINANCE BRADY,** a communication regarding the authorization of a Grant Agreement with NYS Environmental Facilities Corp., regarding Engineering Planning Grant Agreement for the City of Poughkeepsie Wastewater Improvement Project.

Item IX-2

William Brady
Commissioner of Finance

The City of Poughkeepsie

New York

August 22, 2016

To: Chairman Chris Petsas
Common Council Members

From: William Brady, Commissioner of Finance WJB

Re: Engineering Planning Grant – City of Poughkeepsie Waterfront Development

Attached is a resolution that I will submit to the Common Council for adoption at the August 29 meeting.

In 2014, the City was awarded $30,000 for the Engineering Planning Grant through the New York State Clean Water Revolving Fund. This grant will be utilized to develop a conceptual design for the proposed City of Poughkeepsie Wastewater Improvement project. The estimated cost of this planning project is $50,000. The City will be obligated to appropriate funding of at least 20% of the project cost but not to exceed $20,000. The first of the two documents authorized the Mayor or the City Administrator to execute the grant agreement with the NYS Environmental Facilities Corporation and any and all related contracts, documents, and instruments as necessary to bring the project to a conclusion.

The second part of the resolution affirms that the project can be classified as a Type II action under Environmental Conservation Law, and as such requires no environmental review or further action by the City under SEQRA.

Municipal Building • 62 Civic Center Plaza • Poughkeepsie, NY 12601 • 845.451.4025 • 845.451.4027

(R-16-XX)

INTRODUCED BY COUNCILMEMBER _____

WHEREAS, the City of Poughkeepsie has been selected to receive up to $30,000 for the Engineering Planning Grant through the New York Clean Water State Revolving Fund program. Further this grant will be utilized for conceptual design for a Clean Water State Revolving Fund (CWSRF) project. Award of the CWSRF project is expected in October 2016. The proposed project is divided into 6 sub projects. Sub project 1 is Riverview CSO Elimination. Sub project 2 is a City wide, Cured in Place Pipe (CIPP) rehabilitation of VCT sewer pipe. Sub project 3 is the Meyer Avenue Pump Station Rehabilitation. Sub project 4 is the Pine Street Pump Station Rehabilitation. Sub project 5 is WPCP Improvements. Sub Project 6 is the Cedar Avenue Pump Station.

BE IT RESOLVED, that the City Administrator OR Mayor is authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City of Poughkeepsie's obligations under the Engineering Planning Grant Agreement.

NOW THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie authorizes and appropriates a minimum of 20% local match as required by the Engineering Planning Grant Program for the CITY OF POUGHKEEPSIE WASTEWATER IMPROVEMENT PROJECT. Under the Engineering Planning Grant Program, this local match must be at least 20% of the total project cost. The maximum local share appropriated subject to any changes agreed to by the

Commissioner of Finance shall not exceed $20,000 based upon a total estimated maximum project cost of $50,000. The Commissioner of Finance may increase this local match through the use of in kind services without further approval from the City of Poughkeepsie.

SEQR Type II Determination Resolution

WHEREAS, 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations) under the State Environmental Quality Review Act (SEQR) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law;

NOW THEREFORE;

BE IT RESOLVED, that the City of Poughkeepsie hereby determines that the proposed CITY OF POUGHKEEPSIE WASTEWATER IMPROVEMENT PROJECT can be classified as a Type II action under Environmental Conservation Law 6 NY CRR 61 7. 5 (c)(2) as a "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading building to meet building or fire codes ... " A "facility" by definition is "something that is built, installed, or established to serve a particular purpose" (Merriam-Webster) which would include all sewer piping and appurtenances. Furthermore, 6 NYCRR 617.5(c)(1) includes "maintenance or repair involving no substantial changes in an existing structure or facility" as a Type II action as well. As a Type II, no environmental review is required and no further action is required by the applicant under SEQRA.

3. **FROM COUNCILMEMBER RANDALL JOHNSON,** a communication regarding the proposed the parking amendments on Grubb Street.

4. FROM SOCIAL DEVELOPMENT DIRECTOR BULLOCK, a communication regarding the approval of the 2016 CDBG Draft Action Plan.

City of Poughkeepsie

2016 City of Poughkeepsie Annual Action Plan

March 1, 2016 – February 28, 2017

Robert O. Rolison

Mayor

City of Poughkeepsie Office of Social Development

62 Civic Center Plaza, Poughkeepsie, NY 12601

2016 CITY OF POUGHKEEPSIE DRAFT ACTION PLAN

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2013-2017 Dutchess County and City of Poughkeepsie Consolidated Plan is a comprehensive document presenting a new focused approach to housing and community needs, and detailing the coordinated federal programs funded by the U.S. Department of Housing and Urban Development (HUD). The Plan outlines the priorities by which the County and the City's Community Development Block Grant (CDBG) Program, HOME Investment Partnership (HOME) Program and Section 108 Loan Guarantee Program will be invested over the next five years. Every year the City must produce an Annual Action Plan (AAP) to detail specific activities to carry out the Plan's priorities and goals. This document is the City of Poughkeepsie's 2016 AAP, which outlines the specific projects the City will undertake using CDBG funds to achieve the objectives in the Consolidated Plan. These projects cover the second year of the five year Consolidated Plan period. The City of Poughkeepsie is an entitlement community eligible to receive HUD funding through the CDBG program on an annual formula basis.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Consolidated Plan Strategic Plan outlines five major priority needs. These include:

Economic Development – Improve coordination and use of economic development programs and activities through the Community Development Block Grant Program to meet the economic challenges facing the City of Poughkeepsie, including economic development loans and façade improvement programs.

Public Facilities and Improvements – Use CDBG funding for public facilities and improvements that promote the Community Focused Centers and Greenspace approach. Public facilities and improvements

include sidewalks and connectivity, parks and recreation areas including handicapped accessibility improvements, transportation, and water and wastewater improvements.

Public Facilities and Improvements – Support the use of CDBG public service funds for activities that specifically benefit residents in public housing and job creation, substance abuse, AIDS-related, school programs and services to senior citizens. Support for daily meal programs is a funding priority in the City of Poughkeepsie as well.

Homeless Public Services – Support the use of CDBG public service funds for activities that specifically benefit residents the issues of housing, homelessness and homeless prevention. Priority will be given to programs which support the identified needs and goals of the Dutchess County Continuum of Care and the 10 Year Plan to End Homelessness, and are provided by agencies actively participate in the Dutchess County Housing Consortium.

The following chart summarizes the Consolidated Plan goals, objectives and outcomes addressed with 2015 City of Poughkeepsie CDBG funds:

There are three HUD objectives:

- DH – Decent, Affordable Housing
- SL – Suitable Living Environment
- EO – Economic Opportunity

There are three HUD outcomes:

- 1 – Availability/Accessibility
- 2 – Affordability
- 3 – Sustainability

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is currently working on its 2015 Consolidated Annual Performance and Evaluation Report (CAPER), which is for the first year of the 2013-2017 Consolidated Plan.

The City appears to be on target in most areas of its 2013-2017 Con Plan goals. However, Program Year 2015 did include funding for the Eligible Improvements Program, that funds were allocated for this program in FY2015 but due to the City's bureaucracy it will at least 13 months during the Plan period.

4. Summary of Citizen Participation process and consultation process

Summary from citizen participation section of plan.

Summary from citizen participation section of plan.

The City held a public meeting upon the release of the CDBG applications where people could learn about the program priorities and requirements, as well as ask questions regarding the program. Applications were announced via email, public notice in the Poughkeepsie Journal, on the City's website and through social media. Applications were posted to the City's website (www.cityofpoughkeepsie.com). Technical assistance was available during the application cycle. Applications were reviewed by the City of Poughkeepsie Community Development Advisory Committee, a committee of local community leaders and residents appointed by the Mayor. The CD Advisory Committee makes recommendations to the Mayor. A second public meeting is held at the end of the process on the draft Annual Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference to attached documents from the Citizen Participation section of the Con Plan.

This could be a brief narrative summary or reference to attached documents from the Citizen Participation section of the Con Plan.

This section will be completed at the end of the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed at the end of the public comment period.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	POUGHKEEPSIE	
CDBG Administrator		Office of Social Development
HOPWA Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for the preparation of the Annual Action Plan is the City of Poughkeepsie through its Office of Social Development. This action plan is part of the second year projects that address housing and community needs identified in the Consolidated Plan under the City's Community Development Block Grant (CDBG), as well the HOME Investment Partnership (HOME) program.

The City of Poughkeepsie is an entitlement community and has been administering the CDBG program since the program's inception in 1974.

Due to its urban county status, the County of Dutchess is eligible to receive funds under HUD's HOME Investment Partnership Program. In 1995, the County entered into a consortium agreement with the City of Poughkeepsie, which increased its HOME allocation. The current consortium ended down 2013-2015. HOME funds are provided to private and non-profit developers through a competitive annual application cycle. County and City HOME funds are administered through the County's Department of Planning and Development, in consultation with the City of Poughkeepsie.

Consolidated Plan Public Contact Information

Herbert L. Bullock Jr. Community Development Director

Office of Social Development

62 Civic Center Plaza, Poughkeepsie, NY 12601

hbullock@cityofpoughkeepsieny.com, (845) 452-4065, FAX (845) 485-4005

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Poughkeepsie has no public housing agencies, the Poughkeepsie Housing Authority and the City of Poughkeepsie Department of Housing Choice Vouchers, formerly known as Section 8. Through the Dutchess County Continuum of Care (CoC), as a member, the City of Poughkeepsie works to enhance coordination between these housing providers and health, mental health and service agencies. Coordination with the CoC is described in more detail below.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness:

In Dutchess County the Continuum of Care is known as the Dutchess County Housing Consortium (DCHC). DCHC's mission is to prevent and end homelessness by facilitating collaboration, planning, education, and advocacy efforts and by promoting the development and preservation of needed resources.

The Dutchess County Department of Planning and Development (DCDP), a Member of the Consortium Plan in coordination with the City of Poughkeepsie Office of Social Development, in co-chair of the DCHC, and the administrator of the CoC's annual program funding application to the U.S. Department of Housing and Urban Development (HUD), serves as the HMIS. As such, they have an intimate knowledge of the goals and objectives of the CoC and access to all of the CoC data. This includes data from the Homeless Management Information System (HMIS), Point-in-Time Count (PIT), Housing Inventory Count (HIC), Homeless Data Exchange (HDX), and the Annual Homeless Assessment Report (AHAR). Through this relationship with the DCHC, the City of Poughkeepsie can ensure that CoC goals are integrated into the Plan, and the CoC is informed of funding opportunities under the programs covered by the Plan.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

OMB Control No: 2506-0117 (exp. 07/31/2015)

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

There are no Emergency Solutions Grant (ESG) recipient jurisdictions within the CoC. Agencies interested in ESG funds must apply for balance of state funds provided by HUD to the New York State Office of Temporary and Disability Assistance (OTDA). OTDA requires a CoC support letter for any application. The CoC has developed a clear policy for the issuance of support letters for ESG and other funds, which requires active CoC participation and coordinating with CoC goals. The CoC also ensures OTDA requirements are met and provides feedback based on local needs. In 2014, the CoC's Program Review Committee will begin monitoring ESG programs based on performance standards and alignment with local CoC funded programs.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultation with housing, social service agencies and other entities

OMB Control No: 2506-0117 (exp. 07/31/2015)

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Dutchess County Continuum of Care
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

Other local / regional / state / federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Dutchess County Housing Consortium	DCHC's mission is to prevent and end homelessness by facilitating collaboration, planning, education, and advocacy efforts and by promoting the development and preservation of needed resources. DCHC's goals and activities were incorporated and prioritized in the Plan's housing and homelessness priorities.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

OMB Control No: 2506-0117 (exp. 07/31/2015)

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation $	Program Income $	Prior Year Resources $	Total $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	787,692	0	0	787,692	0	

Table 5 – Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The federal funding listed above is funding which is received annually to support activities outlined in this Plan. These federal resources Federal Transit Administration for transit needs and CHIPS funds from NYSDOT to support the maintenance of local streets. And in recent years the City has successfully won grant awards from NYS Department of State Coastal Resources and Empire State Development Corporation. These are examples of some of the funds that the City uses in concert with HUD funds, particularly CDBG, to improve our community and especially to

Data Control No: 2004-0117 (exp. 07/31/2016)

benefit our low-to-moderate income population.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

When City-owned property is sold at auction, community development and owner-occupancy are priorities established to help stabilize neighborhoods. To accomplish those goals, the following guidelines were established:

1) All one and two family houses and building lots zoned for one and two family houses will be sold only to owner-occupants or organizations that will rehabilitate the property for the sole purpose of selling the house to an owner-occupant. Houses that need extensive rehabilitation will not be offered directly to an owner-occupant unless the prospective purchaser has previous experience and financial capacity to undertake the work.

2) All multi-family and commercial buildings will be sold to investor/developers who possess some combination of the following: a demonstrated history of community involvement; a record of quality real estate development; a record of good property management; capacity to undertake and complete the project in the stated time frame; and proof of financial capacity to perform; good credit history; and a clean record with the City of Poughkeepsie

Discussion

Data Control No: 2004-0117 (exp. 07/31/2016)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City conducts public outreach during the development of an Annual Action Plan. Outreach is conducted via the internet, newspaper legal advertisements, and public meetings. The prime method for public comment is public meetings, which are conducted during the application period and upon release of the draft Annual Action Plan. Organizations and the public are also able to submit oral or written comments to the City at any time prior to the submission of the Plan to HUD.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	N/A	N/A	N/A	
2	Public Meeting	Non-targeted/broad community	All comments were considered for the draft plan			
3	Internet Outreach	Non-targeted/broad community	N/A	N/A	N/A	

Table 4 – Citizen Participation Outreach

Data Control No: 2004-0117 (exp. 07/31/2016)

Data Control No: 2004-0117 (exp. 07/31/2016)

Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 91.420, 91.220(c)(3)&(e)

Goals Summary Information

No Goals Found

Table 6 – Goals Summary

Goal Descriptions

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

AP-35 Projects – 91.220(d)

Introduction

In the 2016 program year, the City of Poughkeepsie intends to expend the full, allowable 15% of its CDBG allocation for Public Services. Projects selected address a number of Strategic Plan priorities, including Homelessness, Youth, Senior Citizens, Daily Meal Programs, Child Care, Domestic Violence and Basic Needs. In addition, the operation of Pulaski Pool, which is located in a census of the City with 51% of the population being low and moderate income residents, will be supported with Public Service funds.

#	Project Name
1	City of Poughkeepsie Pulaski Park
2	Bardavon Opera House
3	Dutchess Street Community Center
4	Catholic Charities
5	Family Services
6	Family Services
7	Dutchess Outreach
8	Grace Smith House
9	Hudson River Housing
10	MCCAPS-HEB HCPC
11	Nuhop Homeless
12	City of Poughkeepsie Sidewalks
13	City of Poughkeepsie Fire
14	City of Poughkeepsie PPD
15	City of Poughkeepsie Admin Program

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City's CDBG funds are allocated through a competitive process so the level of funding allocations is a function of the applications received. The City is focused on supporting projects that meet the newly established Consolidated Plan priorities.

An obstacle to meeting the underserved needs is the reduction of CDBG funds by 15 percent since 2003. The City seeks to be more strategic with its limited funding. At the same time, investments don't just provide

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

#	Project Name	City of Poughkeepsie Pulaski Park
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	
	Description	Upgrades for Pulaski Pool
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
2	Project Name	Bardavon Opera House
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	

	Description	Resource Management
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	Project Name	Family Services
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	$
	Description	Domestic Violence Center
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	Project Name	Family Services
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	$

	Description	Senior Wellness
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	Project Name	Catherine Street Community Center
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	$
	Description	Day Care & School Age Child Care Provider
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	Project Name	Catholic Charities
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	$

	Description	Domestic Awareness Center
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
7	Project Name	Outreach Outreach
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	$
	Description	Lunch Box
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	Project Name	Grace Smith House
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	$

	Description	General Operation
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	Project Name	Hudson River Housing
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	$
	Description	Gail Webster Memorial Shelter
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
10	Project Name	HEOPE-NEW HOPE
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	$

	Funding	?
	Description	Sidewalk Improvements
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
23	Project Name	City of Poughkeepsie Fire
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	?
	Description	Fire Improvements
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
24	Project Name	City of Poughkeepsie PPD
	Target Area	
	Goals Supported	
	Needs Addressed	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Since the City is a geographically small area of the County

Geographic Distribution

Target Area	Percentage of Funds
Citywide	

Rationale for the priorities for allocating investments geographically

Investments are made in accordance with priorities based on the needs assessment and the City's ability to provide services to the City's low-income residents. While the City's low-income population is spread throughout the City, there are some areas of the City with a higher concentration of low-income residents than other areas. According to the 2010 Census Block and Block Group geography, 45.8 percent of the City's residents live in Block Group 1 of Census Tract 8, Block Group 1 of Census Tract 9, Block Group 1 of Census Tract 10, and Block Group 1 of Census Tract 11. According to the 2000 Census, the City had 11,115 households living below the poverty level. However, the City's population has decreased since 2000 and the City's current population is 30,044. Based on this, the City's current poverty rate is 37.0 percent. This is especially true in the City's three census tracts and block groups located in the City.

Discussion

	Description	Food Pantry, After School Program, Summer Program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
22	Project Name	Hubian Directions
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	?
	Description	Youth Build
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
23	Project Name	City of Poughkeepsie Sidewalks
	Target Area	
	Goals Supported	
	Needs Addressed	

	Funding	?
	Description	Mansion Park Deck
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
24	Project Name	City of Poughkeepsie Resade Program
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	?
	Description	Resade Program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special Needs	0
Total	0

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

Actions to encourage public housing residents to become more involved in management and participate in homeownership

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdiction's one year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Orange has opted to not participate in the Continuum of Care (CoC), and as part of the CoC's annual point-in-time count, outreach to homeless persons (especially unsheltered persons) has not been taken on by specific service providers to assess needs and provide information about available services. The CoC has begun to conduct a smaller version of the point-in-time count this year, which provides an additional opportunity to reach out to homeless persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City continues to support Bridges from Housing's Website Homes, the emergency overnight shelter for the homeless. In recent years, Website Homes has housed the shelter to serve 60 beds. The shelter has access to showers, laundry facilities, case management and is open and staffed every day. Unfortunately, the dynamic has changed such that stays have been imposed where an individual may only spend up to 180 days in the shelter. Case Managers and staff at Bridges from Housing work diligently with the shelter residents to assist them in obtaining affordable housing on a permanent basis. In 2014, Website Homes served 158 clients during the program year.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, preventing returns to homelessness for individuals and families who were recently homeless from becoming homeless again

The City will provide rapid re-housing funds and related case management to the chronically homeless in the emergency shelters and young adults in their emergency and transitional housing. The City will work with HUD and the CoC to secure funding for rapid re-housing, ensuring the individuals and families are provided with appropriate housing as quickly as possible.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Continuum of Care continues to assist in discharge planning from publicly funded institutions or systems of care. All institutions using Aid to Needy Families Discharge Planning which includes an appropriate housing option. The City as part of the County's CoC, has identified discharges from mental health facilities and institutions as more problematic with people sometimes being discharged to unstable and inappropriate housing. The City will continue to support the County's efforts to expand its Diversion Services Program, in which Department of Mental Health staff are placed at the hospital to support hospital discharge planning.

Discharges from correctional facilities have also been identified by the CoC as problematic with people being discharged into unstable housing or even sleeping on streets. The Orange County Criminal Justice Council has assessed identified a few strategies to improve this process, including a collaborative Academical Alliance and Re-Entry Program between OCJC, Probation and the Community Transition Center to provide a continuum of programming that helps reduce recidivism, and training for criminal justice agencies concerning mental health substance abuse issues. The CoC and the City will continue to participate in the development and implementation of the report's recommendations in 2014.

Discussion

One year goals for the number of households to be provided housing through the use of HOPWA for
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Actions it plans to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

There is a longer list of activities in the Dutchess County and City of Poughkeepsie Analysis of Impediments. The following is a list of specific initiatives which have yet to be implemented which the County will focus on during the 2016 program year:

County will focus on during the 2016 program year:

Impediment #1: Home Rule, Land Use Regulations and the Local Land Use Approval Process

1. Provide technical assistance to municipalities to facilitate local approvals

2. Implement tracking system and fact sheets for goals set in the Regional Housing Needs Assessment.

3. Revise and implement Model Inclusionary Zoning Ordinance

4. Sponsor education and training sessions

Impediment #2: Limited Infrastructure

Water and Sewer

1. Provide subsidies, using the resources of the CDBG Program, WIA and the Partnership for Managerial Growth

Transportation

1. Utilize CDBG funds as appropriate to improve transportation services and pedestrian needs

Impediment #3: Local Opposition to Change/NIMBY

1. Sponsor community leadership training

2. Create website which provides links to existing articles and research on NIMBY issues

Impediment #4 - Limited Fair Housing Resources

1. Develop fair housing education, marketing, outreach and advisory capacity

Impediment #5: Limited Subsidized Housing and Assistance Programs

1. Increase availability of information on available and proposed affordable housing

Impediment #6 - High Cost of Living

1. Identify and evaluate parcels that present opportunities for affordable housing development

2. Dedicate CDBG and HOME resources to defray the cost of land for fair and affordable housing

Discussion

AP-85 Other Actions – 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

The City will continue to support those public services which promote long term meaningful change, whether it be permanent, stable housing, youth and work force training programs for the City's youth, daily meal programs, substance abuse programs or services for senior citizens. The obstacle obstacle is declining funds for these programs, and the City will be more strategic in its application of funding in order to leverage the most benefits.

Actions planned to foster and maintain affordable housing

The City does not expect to lose any units from its assisted housing inventory during 2015

Actions planned to reduce lead-based paint hazards

The Environmental Protection Agency has awarded the County of Dutchess a grant to address the lead paint hazard throughout the County. Because the City of Poughkeepsie is the largest municipality within the County with aging housing stock, the City will continue in 2015 to receive funding from this grant. These funds are used to conduct educational training in rule work and abatement practices for contractors, property owners and landlords. The grant also offsets salaries of our Building Inspectors who deal with any lead paint services in the City.

The Senior Housing Inspector has also been trained in identifying lead base paint

Actions planned to reduce the number of poverty-level families

The City will be more strategic in its application of funding in order to support those programs which not simply address the symptoms of poverty but address the causes of poverty. They work force development, particularly among the City's youth, will be a priority, as well as supportive services for the base class such as locating suitable housing, educational/vocational training, and other services

Actions planned to develop institutional structure

The City will be working to maintain implementation of its CDBG projects, including revising the

application for funding. The City's standard documents will be used to provide information of HUD certifications, consolidated Plan priorities, and the application process.

The City will continue to be a member in good standing in the Continuum of Care (COC) and HOPWA initiatives, as well as other initiatives. The City will provide funds within the CDBG to provide assistance to the COC and the County as outlined and consistent as required under the new HEARTH regulations. This should help strengthen the existing institutional structure.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will work with the COC to increase participation by public and private housing providers and social service agencies in COC activities. The COC is currently in the process of identifying these groups and will do outreach to encourage participation in the COC.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Due to the discrepancy in the Integrated Disbursement Information System (IDIS) relative to the program income, the City does not include program income for potential use in the 2016 Action Plan. Any program income received is credited to the revolving loan fund and not used to implement the proposed activities.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects table. The following specific program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100%

Discussion

2016 City of Poughkeepsie CDBG Proposed Projects				
			2016	
Category/Agency	Project	2015	Request	Recommendation
	Total Allocation	$809,914	$787,692	
Administration				
City of Poughkeepsie	Administrative Funds	$140,000	$157,538	$157,500
	Administrative Subtotal	*$140,000*	*$157,538*	*$157,500*
	*Administrative Percentage**	*17%*	*20%*	*20%*
Infrastructure				
City of Poughkeepsie	Sidewalk Improvements	$150,000	$150,000	$150,000
City of Poughkeepsie	Fire Improvements	$60,000	$60,000	$60,000
City of Poughkeepsie	Hydrants	$63,426	$0	
City of Poughkeepsie	Financial Plaza Deck	$150,000	$0	$148,692
City of Poughkeepsie	Façade Program	$50,000	$50,000	$50,000
City of Poughkeepsie	Economic Development Loan Fund (EDLF)	$75,000	$0	
City of Poughkeepsie	Demolition	$0	$100,000	$100,000
	Infrastructure Subtotal	*$548,426*	*$360,000*	*$508,692*
Public Service				
City of Poughkeepsie	Summer Lifeguards - Pulaski Park	$35,068	$35,100	$35,100
City of Poughkeepsie	Recreation Coordinator	$0	$35,000	
Bardavon Opera House	Senior Matinees	$2,500	$2,500	$2,500
Catherine Street Community Center	Day Care & School Age Child Care Provider	$9,350	$15,000	$9,400
Catholic Charities	Resource Management	$11,140	$15,000	$10,000
Dutchess Outreach	Lunch Box	$15,800	$25,200	$15,800
Family Services	Domestic Violence Cases	$3,500	$5,000	$3,500
Family Services	Domestic Awareness Cases	$3,500	$5,000	$3,500
Grace Smith House	General Operations	$5,840	$10,000	$5,800
Hudson River Housing	Gail Webster Memorial Shelter	$20,490	$50,000	$20,500
Neighborhood Economic and Cultural Activities Program (NECAP-New Hope)	Food Pantry, After School Program, Summer Program	$2,000	$10,000	$3,100
Nubian Directions	Youth Build	$12,300	$30,000	$12,300
Rebuilding Together Dutchess	Owner-Occupied Rehabilitation	$0	$20,000	
	Public Service Subtotal	*$121,488*	*$187,700*	*$121,500*
	*Public Service Percentage***	*15%*	*24%*	*#DIV/0!*
	Funding Subtotal	$809,914	$705,238	$787,692
	Available Balance	$0	$82,454	$0
* May not exceed 20% of grant				
** May not exceed 40% of grant				

5. **FROM CHAIRMAN PETSAS**, a communication regarding an additional stop sign at Henderson and Clark Streets.

6. **FROM CHAIRMAN PETSAS,** a communication regarding the support of the Joint Water Board's opposition to propose anchorage sites.

RESOLUTION
(R-16-XX)

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the United States Coast Guard is considering establishing new anchorage grounds in the Hudson River from Yonkers, New York to Kingston, New York, suggesting that anchorage grounds may improve navigation safety along portions of the Hudson River, allowing for a safer and more efficient flow of vessel traffic; and

WHEREAS, The Poughkeepsie Joint Water Project is the single biggest water project drawing water from the Hudson River and supplying more than 80,000 residents with drinking water; and

WHEREAS, The Poughkeepsie Joint Water Project Board met to discuss and consider said United States Coast Guard's plan of the new anchorage grounds; and

WHEREAS, the Poughkeepsie Joint Water Board, in summary, opposes said new additional anchorage grounds, for the safety of the entire areas drinking water should there be any spills from said barges at these newly established anchorage grounds;

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council concurs with the Poughkeepsie Joint Water Board opposition to the United States Coast Guard's proposed new additional anchorage grounds; and

BE IT FURTHER RESOLVED, that the Common Council does hereby authorize the Mayor or his designee to forward this resolution to the United States Coast Guard, our local U.S. Senators and U.S. Representatives.

SECONDED BY COUNCILMEMBER _____.

7. **FROM SCOTT L. JOHNSON,** a notice of property damage sustained on July 15, 2016. **Referred to Corporation Counsel.**

8. **FROM VALARIE PETERKIN,** a notice of property damage sustained on July 1, 2016. **Referred to Corporation Counsel.**

9. **FROM KARLISSA STROMAN,** a notice of property damage sustained on July 26, 2016. **Referred to Corporation Counsel.**

10. **FROM WHITE AND WILLIAMS, LLP,** a notice of property damage sustained on May 4, 2016. **Referred to Corporation Counsel.**

11. **FROM CAPT'N CLIFFY'S RIVER STATION RESTAURANT AND CATERING,** a notice of intent to renew their Liquor License. **Referred to Corporation Counsel.**

X. UNFINISHED:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Hermann and Councilmember Johnson to adjourn the meeting at 10:08 p.m.

Dated: September 14, 2016

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, August 22, 2016

Respectfully submitted,

Deanne L. Flynn
City Chamberlain

THE CITY OF POUGHKEEPSIE
NEW YORK

COMMON COUNCIL MEETING
MINUTES

Monday, August 29, 2016 6:30 p.m. **City Hall**

I. PLEDGE OF ALLEGIANCE:

ROLL CALL

II. REVIEW OF MINUTES:

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

Constantine Kazolias 47 Noxon Street

SEVERAL COMMENTS AND OBSERVATONS THAT SUPPRESS CITIZEN PARTICICIPATION. THE IDA BOARD IS THE ONLY CITY AGENCY THAT MEETS 9; 00 AM. THE CHARTER COMMISSION HAS TWO MEETINGS POSTED IN THE LEGAL NOTICES FOR THIS WEEK WITH THE FINAL WRAPUP FRIDAY. THE DAY BEFORE THE LONG LABOR DAY WEEKEND WHEN MANY WILL BE OUT OF TOWN. THIS A DEJU VUE WHEN THE YWCA POSTED A VARINCE HEARING BEFORE THE SPRING/EASTER RECESS.QUESTION? ON YOU TUBE, THERE IS A VDEO SHOWING INTERIGATION OF INDVIDUAL BY POLICE!!! WHO RELEASED THAT VIDEO?

AFTER READING THE ARTICLE IN THE HYDE PARK NEWS.'IN CASE YOU MISSED IT' BY EDITOR LANGTON, READ PASTED ATICLE,

> Poughkeepsie Mayor Rob Rolison told us what most observers already knew. Poughkeepsie is running a significant deficit and can barely pay its bills. What's interesting is that when Rollison was Dutchess County Legislative chair, he and Dutchess County Executive Marc Molinaro conspired to take more sales tax money from cities and towns and Rollison may now find himself in the awkward position of going to Molinaro and the county legislature for relief.

UNDER IX, PRESENTATIONS OF PETITONS AND COMMUNICATIONSUNDER IX, PRESETATIONS , 3, A COMMUNICATION FROM COUNCILMEMBER CHERRY REGARDING A PROPOSED RESOLUTION REQUESTTING MAYOR ROLLISON AND COUNTY EXECUTIOVE MOLINARO RENEGOITIATE THE COUNTY SALES TAX FORMULA. BEFORE LAST MONTHS DC LEGISLATIVE MEETING, I SPOKE TO CHAIRMAN DALE BORCHERT REGARDING OPENING THE COUNTY SALES TAX AGREEMENT, DALE ADVISED ME THAT ISSUE IS BETWEEN THE MAYOR ROLLISON AND C.E. MOLINARO.

UNDER THE FAST TRCKING/TYRACKING RESOLUTION R16-73, THE CITY GAVE THE COUNTY COMPLET CONTROL / DEVELOPMENT THROUGH THE COUNTY PLANNING DEPT. BECAUSE CITY OF POUGHKEEPSIE HAS NO PLANNING DEPARTMENT.LESS WE FORGET COUNTY PLANNING DEPARTMENT APPROVAL OF JCC SITE FROM R-2 TO R-4 FOR NFP RELIGIOUS GROUP WHICH IS STILL OPEN. NOW, THE COUNTY WITH RESOLUTION 16-75 IS THE TAKE OVER OF THE CITY BUS SYSTEM WITHOUT INPUT/PUBLIC HEARING, REGARDING ROUTES, PERSONEL AND OTHER CONSIDERATIONS!!!!! A FEASABLE NON-INTERUPTIVE COUNTY TAKEOVER WHICH WAS PROPOSED BY FORMER MAYOR TKYZIK WAS THE 911 OPERATION WHICH IS THE BACKUP TO THE COUNTY'S WHEN THE COUNTYS SYSTEM IS DOWN. SO, WHATS THE PROBLEM?

THE ROLLISON'S BOTH THE FATHER, WHO EXPEDITED THE DEMISE OF POUGHKEEPSIE SCHOOL SYSTEM AND NOW THE SON WHO PUT THE CITY INTO 'BANKRUPTCY' THANKS TO HIS SIDE KICK CO-MAYOR/C.E. MALLINARO. BOTH SUPPORTED CANDIDATE IN THE LAST BOE ELECTION, 'TEX HARDY'. ALONG WITH BOE MEMBER WATSON. IT'S BAD ENOUGH THE BOE HAS ONE MEMBER WHO OBJECTS TO ALMOST ALL RESOLUTIONS PROLONGING MEETINGS, CAN YOU IMAGINE IF THE BOARD HAD TWO CUT FROM THE SAME CLOTH?

CONSTANTINE 'GUS' KAZOLIAS

47 NOXON STREET, POUGHKEEPSIE, N.Y.12601 08/29/16

Damon Crumb 73 Mansion Street
Penny Lewis 20 Harrison Street
Ken Stickle 118 Catherine Street
Laurie Sandow 201 South Grand Avenue

Bruce Dooris 31 North Clover Street

IV. MAYOR'S COMMENTS:

Mayor Rolison was not present during "Mayor's Comments".

V. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

Chairman Petsas wanted to bring clarity on the Charter Review Commission, they are having a meeting tomorrow meeting in the Council Chambers at 6:15 p.m. and at 7:00 p.m. there will be a public comment period for the public to make comments on the Charter Review Commission, and at 8:00 they will be answering questions. And that will be followed a final vote on that Thursday at 5:30 p.m. in the Council Chambers.

VII. MOTIONS AND RESOLUTIONS:

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

Fire Department Capitol plan 2016

Tower Ladder 2 – 1999 American lafrance with almost 18 years of service. This is the oldest vehicle in service as a first line Ladder truck. It has over 10,000 hours of operation and, for the last 5 years been a constant state of repair to the tune of over $70,000 to maintain in safe, NFPA compliant condition. Additionally the company that manufactured this vehicle went out of business several years ago making parts that still exist, extremely expensive. This will soon turn into a situation where repair parts will not be available to fix this very critical piece of Fire equipment.

Replacement of this Tower Ladder is essential in providing fire protection and lifesaving capabilities to the City of Poughkeepsie residents. Tower Ladder 2 is a Mid mount system with a platform that reaches over 100 ft up. This platform design has several important features that help in rescue of persons and delivery of water in major fires. Our Main Street corridor has numerous buildings of 3- 5 story buildings that house both commercial and residential occupancies. This unique piece of Fire apparatus has been used numerous times to safely remove residents trapped by fire and its water delivery system has prevented fires from spreading throughout these attached buildings, saving millions of dollars in fire losses.

Engine 2 – 2001 E-One Rescue pumper in its 17th year of service with 90,000 miles and also 10,500 hrs of operation. This is the second oldest overall and the oldest Engine in front line service. This Rescue pumper is also the busiest piece of Fire equipment in the City as not only does it respond to over 4000 City emergencies annually, it is also our Mutual Aid Engine that responds as a FAST team to other local departments and has technical rescue equipment aboard for rescue emergencies not related to fires.

In the past 3 years it has become increasingly expensive to address a multitude of mechanical, electronic and operational repairs needed to keep this critical piece of Fire Apparatus in working condition (over $37,000 in repairs).

Replacement of the City's only Rescue Pumper is also essential in continuing to provide safe adequate fire protection to the City of Poughkeepsie and our Mutual Aid partners.

With the City continuing to grow with the Dutton, Delaval projects adding an additional 400 residential units and numerous commercial projects including more businesses, the Fire Department will need to be able to continue to provide reliable, efficient services to the community. To do this, along with proper staffing levels, the fire equipment we respond with needs to be safe and reliable as well.

Ladder 1 – 2002 E-one 100' aerial ladder with just over 5,000 aerial hours is the next oldest piece but with much fewer issues as its work time is about half the total hours.

Engine 1- a 2006 Gowens Knight 1500 GPM pumper has just over 6,000 hours of service and has recently had the engine rebuilt in 2015 due to a internal defect.

Engine 3 - 2007 Gowens Knight 1500 GPM pumper with 5,000 hours and it also has just recently had major engine work.

These 2 Engines and Ladder 1 should be in good condition for another 5/6 years before replacement is necessary.

The 3 Fire Stations - 505 Main Street, 18 NH Clover Street and 268 Hooker Ave.

505 Main is the newest station built in 2007 with no outstanding operational issues at this time other than some HVAC issues that have been addressed.

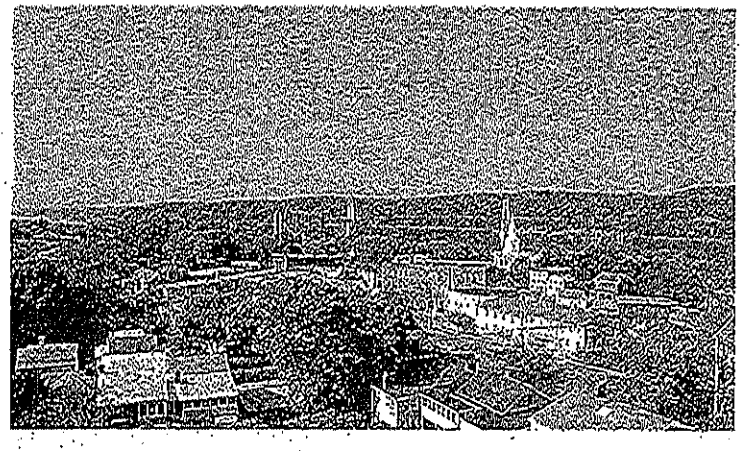
18 N Clover Street station was built in 1968 and in the last 3 years has had a new boiler system installed and a 10 kw generator. And we have just received funding from Senator Serino to replace all windows, which are originals from 1968.

268 Hooker Station has had upgrades as well, a new boiler in 2006 and a 10kw generator was also installed in 2012. Due to its nature as an historic building, anytime repairs or replacements are need it is much more expensive to maintain the outside, including windows, which are much needed.

Annually the Fire Department receives CDBG monies to purchase hose, axes, saws meters and other less expensive items , but it does not usually impact our operating budget.

We currently have grants for the 7 new Firefighters of over 960,000 and just received another $165,000 for new Personal protective gear that was much needed. Again these grants keep us from having to include these items in our annual budgeting, thus saving in our resident's tax burden.

The City of Poughkeepsie, NY
Capital Plan 2017-2021



I. Introduction
II. Debt Payments
III. Summary
IV. Transportation
V. Utilities
VI. Facilities
VII. Transit
VIII. Vehicles

Mayor Robert G. Rolison Acting City Administrator Ronald J. Knapp

City Councilmembers

Christopher D. Petsas, 1st Ward Michael Young, 2nd Ward Lorraine Johnson, 3rd Ward (Council Chairperson)

Lee David Klein, 4th Ward Ann Perry, 5th Ward Natasha Cherry, 6th Ward

Randall A. Johnson II, 7th Ward Matthew McNamara, 8th Ward

Proposed August 22, 2016

The City of Poughkeepsie, NY
Capital Plan 2017-2021

Capital Program Committee:
Robert Rolison, Mayor
Ronald J. Knapp, Acting City Administrator
William Brady, Commissioner of Finance
Thomas Pape, Acting Police Chief
Mark Johnson, Fire Chief
Christopher Gent, Commissioner of Public Works
Joseph Chenier, Assistant Civil Engineer
Greg Bolner, City Planning Consultant
Rocco German, Microcomputer Network Support Specialist

Prepared by:
Ronald J. Knapp, Acting City Administrator
William Brady, Finance Commissioner

The City of Poughkeepsie, NY
Capital Plan 2017-2021

The capital program is a statement of major projects that are intended to be undertaken over a specified period of time. It is just a plan. This program of capital expenditures includes spending for the acquisition, improvement or addition to capital assets, which are fixed assets with a useful life of more than a year. The City of Poughkeepsie's capital program covers a five-year period and is revised annually to reflect the City's changing needs and priorities.

The 2017-2021 Capital Program provides for the maintenance of existing levels and quality of City facilities and services. The program responds to mandates or opportunities to promote greater efficiency, while controlling debt service costs and impact on the City's operating budget. Capital expenditures for City departments are divided into projects within departments that will have oversight.

Funding for the various projects can come from several sources. Some funding will be provided by the City itself through its operating budgets or debt issuance. Some will come from New York State in terms of grants, state aid, or low interest loans. Some will come from the Federal grants. It is even possible that some funding could be donated.

Those involved in its compilation have attempted to identify and prioritize the needs of the City in order to maintain the highest level of service to the community, while at the same time, being sensitive to the financial condition and the debt position of the City. Projects in the Capital Plan range from those of an immediate need with regard to safety to those that might be thought of as "nice to have".

The following is a statement of major projects to be undertaken by the City of Poughkeepsie over the five-year period from 2017-2021. It has been compiled with assistance of the City's Department of Public Works, the Engineering Department and various Department Heads. Already in 2016, we have identified and provided funding for several projects; a new roof at City Hall and the Sewer Plant, improvements to the HVAC system at City Hall, structural improvements to the Financial Plaza Parking facility, and the improvements to the Creek Road-Little George St. intersection.

In summary, the Capital Improvement Plan calls for an estimated total expenditure of $94,937,197 over the five-year period. Of that, the priority established in this plan calls for spending $41,460,705 in 2017. Of that, $27,057,705 would fall on the City, while $9,367,000 would be funded by New York State, $4,836,000 would be funded by the Federal Government, and $200,000 would come from other sources.

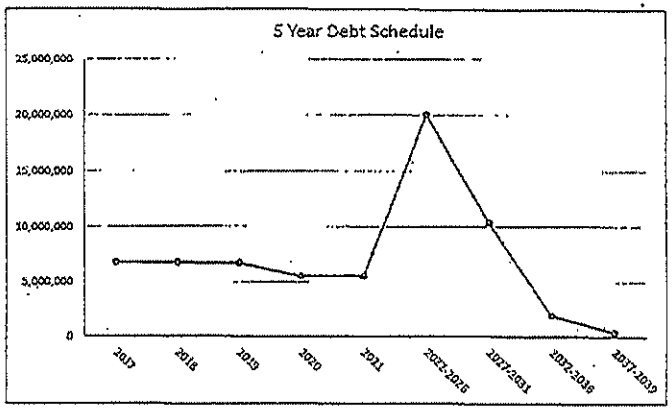
The City of Poughkeepsie, NY
Capital Plan 2017-2021

Significant Projects to be undertaken in 2017 are:

- College Hill Reservoir Project: $11,767,232 with $3,000,000 from NYS
- CWSRF: $11,256,000 with $3,000,000 from NYS
- Main Street Reconstruction: $3,259,000 with $511,000 from NYS and $2,839,000 from Federal Assistance
- Kaal Rock Point: $3,000,000
- Morgan Lake Dam: $3,000,000
- Water System Improvements--Market St.: $2,640,000
- City Hall Generator: $2,400,000
- 2 Diesel/Electric Buses: $1,500,000--Federally Funded
- New Tower Ladder Truck: $1,200,000 with $500,000 from NYS ($200,000 other sources)

Long-term Indebtedness of the City of Poughkeepsie as of December 31, 2016 will be $50,466,000. The total amount is subject to the City's constitutional debt limit of $121,501,916 and represents 41.5% of that limit. As of June 30, 2016, the City had authorized but unissued debt totaling $37,231,286. The following table represents a summary of the City's long-term debt service obligation as of December 31, 2016. The table does not include any projected borrowing scheduled to occur in 2016.

Year	Prinicpal	Interest	Total
2017	4,815,000	2,017,332	6,832,332
2018	4,997,000	1,818,853	6,815,853
2019	5,147,000	1,615,186	6,762,186
2020	4,127,000	1,433,291	5,560,291
2021	4,266,000	1,272,128	5,538,128
2022-2026	16,069,000	4,026,075	20,095,075
2027-2031	8,945,000	1,504,735	10,449,735
2032-2036	1,740,000	237,816	1,977,816
2037-2039	360,000	18,251	378,251
TOTAL	50,466,000	13,943,667	64,409,667



5-Year Capital Plan Summary

DPW

Project	Description	Total	2017	2018	2019	2020	2021
1	Annual Streets Paving Program	2,500,000	500,000	500,000	500,000	500,000	500,000
2	Main St Reconstruction	3,529,000	3,529,000				
3	Water Sys Improvements - Market St. - HOLDOVER	2,640,000	2,640,000				
4	Water Line at Cedar - Cedar, Arnold, Miller - HOLDOVER	390,000		390,000			
5	Soldiers Fountain	250,000			250,000		
6	General Yearly Valve Replacement Program	1,000,000	200,000	200,000	200,000	200,000	200,000
7	Sanitary & Storm Sewer Spot Rehabilitation	1,250,000	250,000	250,000	250,000	250,000	250,000
8	Sanitary Sewer Repl. Main St (Cherry to S. Clinton) - HOLDOVER	1,020,000			1,020,000		
9	Clark St. Storm Sewer at Flood Area	1,000,000					1,000,000
10	Hooker Ave Storm Sewer at Flood Area	1,000,000					1,000,000
11	Wilson Ave. Storm Sewer at Flood Area	1,000,000					1,000,000
12	Columbia St. CSO - HOLDOVER	1,200,000					1,200,000
13	Montgomery St. CSO - HOLDOVER	2,400,000					2,400,000
14	Beechwood Ave. CSO (Alden to Sharon) - HOLDOVER	1,320,000					1,320,000
15	Old Falkill Trunk Sewer - HOLDOVER	4,800,000					4,800,000
16	Arnold CSO Separate	2,000,000					2,000,000
17	Generator Repl. Sewer Treatment Plant	660,000					660,000
18	STP - Large Odor Scrubber - HOLDOVER	1,620,000					1,620,000
19	Kaal Rock Point - HOLDOVER	3,000,000	3,000,000				
20	Morgan Lake Dam - HOLDOVER	3,000,000				3,000,000	
21	City Hall Generator - HOLDOVER	2,400,000	2,400,000				
22	Automated Parking Collection System at FPD, Liberty, etc - HOLI	288,000		288,000			
23	CDBG - Parks - HOLDOVER	500,000	100,000	100,000	100,000	100,000	100,000
24	CDBG - Scattered Sidewalks - HOLDOVER	1,000,000	200,000	200,000	200,000	200,000	200,000
25	Overhead Doors at DPW Garage	20,000		20,000			
26	Electric Main at DPW	50,000	50,000				
27	Transfer Station Pit Repair	20,000	20,000				
28	Transfer Station Repair	2,000,000		2,000,000			
29	Pool Gunite Repair at Spratt And Pulaski	400,000			400,000		
30	City Hall Parking Garage Repair	200,000	200,000				
31	City Hall Paver (Sidewalk Repair)	200,000		200,000			
32	City Hall Stone Wall Repair	100,000			100,000		
33	DPW Ready Room Repair	50,000				50,000	
34	Spratt Roof Repair	20,000		20,000			
35	Stitzel - Concession Bldg-	30,000	30,000				

5-Year Capital Plan Summary

Project	Description	Total	2,017	2,018	2,019	2,020	2,021
36	Kaal Roc Bathhouse	100,000			100,000		
37	Morgan Lake Bathhouse	100,000				100,000	
38	Pulaski Pool Locker Room	50,000			50,000		
39	Spratt Pool Fence	100,000			100,000		
40	2 Diesel Electric Buses - HOLDOVER	1,500,000	1,500,000				
41	Bus Shelters - HOLDOVER	37,200		37,200			
42	Preventive Maintenance Bus - HOLDOVER	1,850,000	270,000	270,000	270,000	270,000	270,000
43	Operating Assistance for City Transit - HOLDOVER	1,700,000	340,000	340,000	340,000	340,000	340,000
44	Bus Lift	110,000				110,000	
45	Bus Stop Signs	50,000	10,000	10,000	10,000	10,000	10,000
46	Repair Wash Bay	200,000	200,000				
47	DPW Vehicles - HOLDOVER	3,607,800	721,560	721,560	721,560	721,560	721,560
48	Iron Trash Cans for City Streets	50,000	10,000	10,000	10,000	10,000	10,000
49	Sanitation Scale	500,000		500,000			
50	Security Cameras DPW	100,000	20,000	20,000	20,000	20,000	20,000
51	City Owned Parking Lot Repair - General Lot Repair	1,000,000	200,000	200,000	200,000	200,000	200,000
52	Tree Clearing at City Property	125,000	25,000	25,000	25,000	25,000	25,000
53	Tree and Leaf Pile Removal	80,000	80,000				
54	Park Improvements (Spratt and Pulaski)	110,000	110,000				
55	Parks Maintnance Vehicle	40,000	40,000				
56	Monument at College Hill Repair	300,000				300,000	
59	Bathrooms at College Hill	500,000					500,000
	Total DPW	54,567,000	16,845,560	6,801,760	4,866,560	6,406,560	20,346,560
FIRE							
1	New Rescue Pumper Engine	550,000		550,000			
2	Clover Street Firehouse Window Replacement	79,000	79,000				
3	New Tower Ladder Truck	1,200,000	1,200,000				
	Total Fire	1,829,000	1,279,000	550,000	-	-	-
POLICE							
1	Police Car Replacement	1,071,000	300,000	150,000	300,000	123,000	198,000
	Total Police	1,071,000	300,000	150,000	300,000	123,000	198,000

5-Year Capital Plan Summary

Project	Description	Total	2,017	2,018	2,019	2,020	2,021
IT							
1	Office 365	322,500	64,500	64,500	64,500	64,500	64,500
2	Electronic Document Management System	37,815	7,563	7,563	7,563	7,563	7,563
3	IT Hardware	100,000	100,000				
	Total IT	460,315	172,063	72,063	72,063	72,063	72,063
ENGINEERING							
1	College Hill Dam – Engineering Assessment	19,900	19,900				
2	Financial Plaza Deck - 2016 Project $1,450,000.00						
3	Grand Ave. HOLDOVER	2,366,000			218,000	12,000	2,136,000
4	Mansion Street Bridge - HOLDOVER	2,579,000			352,000	11,000	2,216,000
5	Washington Street Bridge	2,799,000				318,000	2,481,000
6	Garden Street Bridge	3,000,000		3,000,000			
7	Academy St	3,118,000				365,000	2,753,000
8	College Hill Reservoir	11,767,232	11,767,232				
9	CSWRF	11,256,000	11,256,000				
10	DeLaval Property	104,750	20,950	20,950	20,950	20,950	20,950
	Total Engineering	37,009,882	23,064,082	3,020,950	590,950	726,950	9,606,950
	GRAND TOTAL	94,937,197	41,460,705	10,094,773	5,829,573	7,328,573	30,223,573

5 Year Capital Plan
Funding for 2017 Projects

Description	2017	City	State	Federal	Other
Annual Streets Paving Program	500,000		500,000		
Main St Reconstruction	3,529,000	179,000	511,000	2,839,000	
Water Sys Improvements - Market St. - HOLDOVER	2,640,000		2,640,000		
General Yearly Valve Replacement Program	200,000	200,000			
Sanitary & Storm Sewer Spot Rehabilitation	250,000	250,000			
Kaal Rock Point - HOLDOVER	3,000,000	3,000,000			
City Hall Generator - HOLDOVER	2,400,000	2,400,000			
CDBG - Parks - HOLDOVER	100,000			100,000	
CDBG - Scattered Sidewalks - HOLDOVER	200,000			200,000	
Electric Main at DPW	50,000	50,000			
Transfer Station Pit Repair	20,000	20,000			
City Hall Parking Garage Repair	200,000	200,000			
Stitzel - Concession Bldg-	30,000	30,000			
2 Diesel Electric Buses - HOLDOVER	1,500,000			1,500,000	
Preventive Maintenance Bus - HOLDOVER	270,000	216,000	27,000	27,000	
Operating Assistance for City Transit - HOLDOVER	340,000	170,000		170,000	
Bus Stop Signs	10,000	10,000			
Repair Wash Bay	200,000	200,000			
DPW Vehicles - HOLDOVER	721,560	721,560			
Iron Trash Cans for City Streets	10,000	10,000			
Security Cameras DPW	20,000	20,000			
City Owned Parking Lot Repair - General Lot Repair	200,000	200,000			
Tree Clearing at City Property	25,000	25,000			
Tree and Leaf Pile Removal	80,000	80,000			
Park Improvements (Spratt and Pulaski)	110,000		110,000		
Parks Maintnance Vehicle	40,000	40,000			
Total DPW	**16,645,560**	**8,021,560**	**3,788,000**	**4,836,000**	**-**

5 Year Capital Plan
Funding for 2017 Projects

Description	2017	City	State	Federal	Other
Clover Street Firehouse Window Replacement	79,000		79,000		
New Tower Ladder Truck	1,200,000	500,000	500,000		200,000
Total Fire	**1,279,000**	**500,000**	**579,000**	**-**	**200,000**
Police Car Replacement	300,000	300,000			
Total Police	**300,000**	**300,000**			
Office 365	64,500	64,500			
Electronic Document Management System	7,563	7,563			
IT Hardware	100,000	100,000			
Total IT	**172,063**	**172,063**			
College Hill Dam - Engineering Assessment	19,900	19,900			
College Hill Reservoir	11,767,232	9,767,232	2,000,000		
CSWRF	11,256,000	8,256,000	3,000,000		
DeLaval Property	20,950	20,950			
Total Engineering	**23,064,082**	**18,064,082**	**5,000,000**		
GRAND TOTAL	**41,460,705**	**27,057,705**	**9,367,000**	**4,836,000**	**200,000**

INTRODUCED BY COUNCILMEMBER CHERRY

WHEREAS, in accordance with Section 5.02 of the Charter of the City of Poughkeepsie, the City Administrator has presented the 2017-2021 Capital Projects Program to the Common Council; and

WHEREAS, the Common Council held its public hearing concerning the 2017-2021 Capital Projects Program on August 29, 2016; and

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

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

NOW, THEREFORE,

BE IT RESOLVED, that the 2017-2021 Capital Projects Program budget annexed hereto is hereby approved by the Common Council subject to such amendments as may be deemed necessary and/or advisable, and also subject to such further approvals as may be required by law.

SECONDED BY COUNCILMEMBER JOHNSON

R16-74						
			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
☑ Accepted	Councilmember McNamara	Voter	☑	☐	☐	☐
☐ Defeated	Councilmember Klein	Voter	☑	☐	☐	☐
☐ Tabled	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

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

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

August 25, 2016

CC Meeting: 8/29/16
ITEM VII- 2

COMMON COUNCIL
City of Poughkeepsie

RE: INTERMUNICIPAL AGREEMENT between COUNTY and CITY FOR PARATRANSIT SERVICES
Our File: G2312

Dear Chairman Petsas and Councilmembers:

Annexed hereto please find a proposed Resolution and draft Agreement between the City of Poughkeepsie and Dutchess County for the provision of paratransit services for the City of Poughkeepsie. This Agreement is a renewal of one originally adopted in 2004. It has been reviewed and found satisfactory by the Law Department and the Transit Division. I am informed that provision has been made in the 2016 Budget for the funding required by this Agreement.

The Americans with Disabilities Act (ADA) requires any operator of a fixed route transit system that accepts federal monies to provide Paratransit services for people with disabilities who cannot access the fixed route services. Since 2004, the City has contracted with Dutchess County Loop to provide the dispatcher, weekend response and curb-to-curb Paratransit services. It takes three buses to accommodate the disabled population of the City. The majority of the people who use the Paratransit services are physically and mentally disabled persons who are enrolled in mental health services.

Please consider this matter at your Council meeting on August 29, 2016. Your favorable action is requested at that time. Representatives of Dutchess County LOOP as well as the finance department will be available if you should have any questions.

Respectfully submitted,

PAUL ACKERMANN
Corporation Counsel

PA:mt
Attachment

INTERMUNICIPAL AGREEMENT
BY AND BETWEEN THE COUNTY OF DUTCHESS
AND THE CITY OF POUGHKEEPSIE

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 the CITY OF POUGHKEEPSIE, a municipal corporation of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601 (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, both the County and the City operate separate public transit systems pursuant to law, including General Municipal Law Article 5-I, and

WHEREAS, because of, among other things, the proximity of the systems, certain efficiencies are to be gained by both if limited aspects of the systems are shared, and

WHEREAS, pursuant to General Municipal Law Article 5-G, the County and the City are authorized to enter into agreements to provide jointly, any service or facility each may provide separately, and

WHEREAS, the parties desire to do so, as hereinafter set forth, and

WHEREAS, the Common Council of the City of Poughkeepsie, by Resolution, _____ authorized execution of this Agreement, and

WHEREAS, the Legislature of the County of Dutchess, by Resolution No. _____ authorized execution of this agreement, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. COUNTY AND CITY SYSTEMS. Both the County, through its Department of Public Works – Public Transit Division, and the City, operate public transit systems. The Americans With Disabilities Act (ADA) and related legislation require that each provide certain accommodations for the disabled. These include, among other things, demand paratransit service (complementary paratransit services) in the vicinity of fixed route service when buses do not deviate from those routes to provide more accessible services for the disabled.

2. SCOPE OF SERVICES. The County shall provide demand paratransit service in accord with the Americans With Disabilities Act for any route of the fixed

route transit service of the City's Public Transit System during the days and hours the City operates that route of its fixed route service.

The County shall provide an annual report to the City listing the services provided under this Agreement.

The City will provide the County with ten (10) days written notice, prior to any schedule or route change, that will affect the paratransit service provided hereunder

3. TERM OF AGREEMENT. This Agreement shall be effective January 1, 2016 and shall terminate on December 31, 2016, unless otherwise terminated as set forth herein. This agreement may be extended for up to four (4) additional one year terms as mutually agreed upon by the parties.

4. PAYMENT. As payment for the services so rendered, the City shall pay a total sum not to exceed $9,250.00 for 2016. During July of each year, the City shall make one annual payment to the County for the services provided hereunder. In the event of early termination, payments shall be prorated to termination and promptly made.

5. MUTUAL INDEMNIFICATION.

   a. The City shall keep, save and hold the County harmless from any and all damages and liabilities for anything and everything whatsoever arising from or out of this Intermunicipal Agreement due to any fault or negligence by the City for any failure on the City's part to comply with any of the covenants, terms, and conditions herein contained. The City will maintain appropriate insurance, if available, to provide for the obligations it has assumed hereunder.

   b. The County shall keep, save, and hold the City harmless from any and all damages and liabilities for anything whatsoever arising from or out of this Intermunicipal Agreement due to any fault or negligence by the County for any failure on the County's part to comply with any of the covenants, terms, and conditions herein contained. The County will maintain appropriate insurance, if available, to provide for the obligations it has assumed hereunder.

6. NON-ASSIGNMENT. This Agreement may not be assigned by the County, nor its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the City, which shall not be unreasonably withheld.

7. ACCIDENTS. The County shall immediately notify the City of any accident involving the paratransit services provided hereunder, and shall upon request, furnish the City with a detailed written statement concerning such accident.

8. NOTICE. Any notice required or desired to be given or served by either party to this Agreement, shall be deemed to have been given or served by either party when made in writing and mailed by ordinary mail, postage pre-paid, addressed as follows:

To the County: Dutchess County Commissioner of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

To the City: Rob Rolison, Mayor
City of Poughkeepsie
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

Commissioner of Public Works
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

The addresses may be changed from time to time by either party by serving notice provided, however, any notice must be received by the party at least three (3) business days prior to the date what such change is to be effective.

9. CONFIDENTIALITY AND HIPAA COMPLIANCE: The County and the City shall comply with applicable federal and state requirements for confidentiality of records and information, and agree not to allow examination of records or disclosures of information, except as required by law or where permissible on the mutual consent of the parties. The County and the City, their officers, agents, and employees, and subcontractors will treat all client/patient information which is obtained through performance under this Agreement, as confidential information to the extent required by the laws and regulations of the State of New York and of the United States including, but not limited to the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104.191 also known as HIPAA) and the Federal Health and Human Services (HHS) Administrative Rule: "Standards for Privacy of individually identifiable Health Information" (the "Privacy Rule").

10. TERMINATION: Notwithstanding anything to the contrary contained in this Agreement between the County and the City, both parties agree that either party may terminate this Agreement upon thirty (30) days notice. Notice shall be given in accordance with Paragraph "8" above.

11. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waive 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:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

_____
D. C. Department of Public Works

_____
Public Transit

CITY OF POUGHKEEPSIE

By: _____
Rob Rolison, Mayor

RESOLUTION
(R-16-75)

INTRODUCED BY COUNCILMEMBER CHERRY

WHEREAS, both the County of Dutchess and the City of Poughkeepsie operate separate public transit systems; and

WHEREAS, because of the proximity of both systems, certain efficiencies of scale can be gained by both systems if limited aspects of the transit systems are shared; and

WHEREAS, the County of Dutchess and the City of Poughkeepsie are authorized by law to enter into agreements to provide jointly any services or facility each may provide separately

NOW, THEREFORE,

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

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

SECONDED BY COUNCILMEMBER JOHNSON

R16-75			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
☑ Accepted	Councilmember McNamara	Voter	☑	☐	☐	☐
☐ Defeated	Councilmember Klein	Voter	☑	☐	☐	☐
☐ Tabled	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

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

RESOLUTION
(R-16-76)

INTRODUCED BY COUNCILMEMBER CHAIRMAN PETSAS

WHEREAS, the United States Coast Guard is considering establishing new anchorage grounds in the Hudson River from Yonkers, New York to Kingston, New York, suggesting that anchorage grounds may improve navigation safety along portions of the Hudson River, allowing for a safer and more efficient flow of vessel traffic; and

WHEREAS, The Poughkeepsie Joint Water Project is the single biggest water project drawing water from the Hudson River and supplying more than 80,000 residents with drinking water; and

WHEREAS, The Poughkeepsie Joint Water Project Board met to discuss and consider said United States Coast Guard's plan of the new anchorage grounds; and

WHEREAS, the Poughkeepsie Joint Water Board, in summary, opposes said new additional anchorage grounds, for the safety of the entire areas drinking water should there be any spills from said barges at these newly established anchorage grounds;

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council concurs with the Poughkeepsie Joint Water Board opposition to the United States Coast Guard's proposed new additional anchorage grounds; and

BE IT FURTHER RESOLVED, that the Common Council does hereby authorize the Mayor or his designee to forward this resolution to the United States Coast Guard, our local U.S. Senators and U.S. Representatives.

SECONDED BY COUNCILMEMBER CHERRY

Poughkeepsies' Joint Water Project Board
3431 North Road
Poughkeepsie, New York 12601

Friday, August 5, 2016

Public Comments – Hudson River Anchorages
United States Coast Guard
Sector New York
212 Coast Guard Drive
Staten Island, New York 10305

Subject: In the matter of public comment on the plan: **U.S. Coast Guard proposes ten more anchorage grounds on the Hudson River between Yonkers and Kingston (July 15th 2016).**

This comment is from the Poughkeepsies' Joint Water Project (PJWP), and is being made by the Joint Water Project Board (JWPB), which is the administrative part of the jointly owned Poughkeepsie Water Treatment Facility. The City of Poughkeepsie and the Town of Poughkeepsie joined in an Inter-municipal Agreement to operate the Water Plant to supply people in the City and Town with drinking water - over twenty years ago. The Project now serves more than 80,000 people living in the two communities with water. Over the years, the PJWP has sold water to other public and private entities including in Hyde Park, Fishkill and East Fishkill.

We draw our drinking water from the Hudson River. We are the single biggest water project drawing water from the Hudson River. Any petroleum spill in the Hudson, within the tidal flow, both north and south of our plant location will cause the shutdown of the water plant. While we have a small standby capacity, a petroleum product spill into the Hudson River causing our plant to shut down will immediately and significantly interrupt drinking water to more than 80,000 residents and even more people in hospitals; nursing homes, public and private colleges, public and private schools, shopping malls, apartment buildings, private houses. The list goes on and on. Plus businesses, from the very large like the IBM facility on South Road, Poughkeepsie and the Global Foundries in Fishkill, employing thousands of people, to all the businesses in the City and Town of Poughkeepsie, shopping malls, food stores too many businesses to name. Now consider the City of Poughkeepsie is our county seat. Think of the impact to County Courts, County Social Services, County Probation, County Office building, County Executive Offices, County Legislature. The greater Poughkeepsie area is the center of Dutchess County and it would be without drinking water.

If our water plant is forced to shut down, and we exhaust our reserve capacity, there will be no water in the water mains, no water to flush toilets and put out fires.

Phone (845) 451-4173 x2003 Fax (845) 451-4175
E-mail: ralstadl@pokwater.com

In preparing for this public comment we found an item in the Federal Register titled: **Anchorage Regulations; Port of New York, a rule by the US Coast Guard** **Rule effective May 2, 2016**; Citation: 81 FR 18496; 33 CFR 110; Document # 2016-07307:

Summary

*"The Coast Guard is **disestablishing** thirteen anchorage grounds and one special anchorage area that are now obsolete in Newark Bay, the East River, Western Long Island Sound, Raritan Bay, and Lower New York Bays."* (Emphasis added by author)

We also found the following on the Federal Register: **Anchorage Grounds, Hudson River; Yonkers, NY to Kingston, NY.** Proposed Rule June 9, 2016 **Comments Close 09/07/2016** Citation" 81 FR 37168; 33 CFR 110; Document # 2016-13701

Summary

*The Coast Guard is considering **establishing** new anchorage grounds in the Hudson River from Yonkers, NY, to Kingston, NY. We are considering this action after receiving requests suggesting that anchorage grounds may improve navigation safety along an extended portion of the Hudson River, which currently has no anchorage grounds, allowing for a safer and more efficient flow of vessel traffic. The Coast Guard is seeking comments and information about the operational need for new anchorage grounds and what form possible regulations should take.* (Emphasis added by author)

The Joint Water Project Board would point out that the net effect of the adopted regulation disestablishing anchorage grounds (05/02/16) moves all of the vessels including barges with oil or petroleum products in them, to the newly proposed anchorage grounds in the Hudson River above Yonkers. Further, that the Coast Guard "disestablished" the anchorage grounds in Newark Bay, the East River, Western Long Island Sound, Raritan Bay, and Lower New York Bays, before establishing any alternative anchorage grounds.

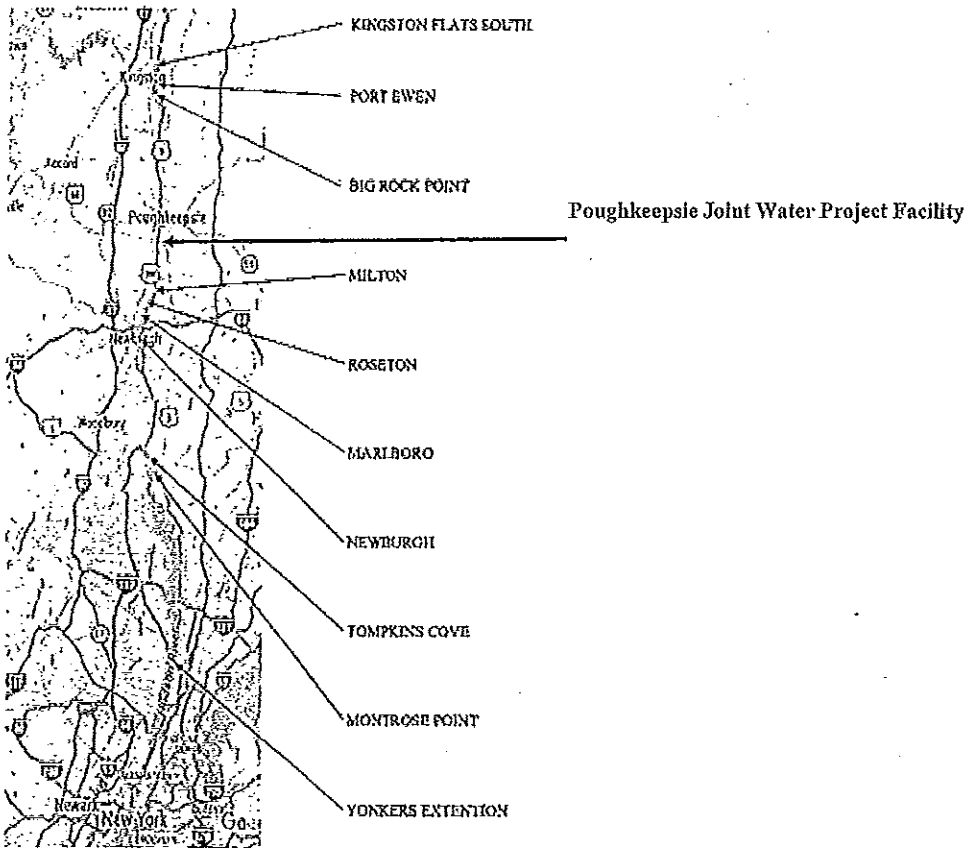
The Poughkeepsies' Joint Water Project, for the safety of the drinking water source for our entire area must oppose any new anchorage sites in the Hudson River.

Yours truly,

William G. Carlos, Jr., Secretary
Poughkeepsie Water Project Board

Telephone (845) 451-4173 x16 Fax (845) 451-4175
E-mail: ralstadt@pokwater.com

Map of the proposed new anchorage sites in the Hudson and the approximate location of our water treatment facility.



Telephone (845) 451-4173 x16 Fax (845) 451-4175
E-mail: ralstadt@pokwater.com

R16-76						
			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
☑ Accepted	Councilmember McNamara	Voter	☑	☐	☐	☐
☐ Defeated	Councilmember Klein	Voter	☐	☑	☐	☐
☐ Tabled	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

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

RESOLUTION

R16-77

CALLING UPON THE COAST GUARD TO HOLD A PUBLIC MEETING IN THE CITY OF POUGHKEEPSIE TO DISCUSS THE PROPOSED NEW ANCHORAGE GROUND IN THE HUDSON RIVER

INTRODUCED BY COUNCILMEMBER MCNAMARA

WHEREAS, the United States Coast Guard is considering establishing new anchorage grounds in the Hudson River from Yonkers, NY to Kingston, NY as it has received requests from industry associations that suggest additional anchorage grounds may improve navigation safety along an extended portion of the Hudson River, which currently has no anchorage grounds; and

WHEREAS, the Coast Guard is required to considering such request, but is seeking comment and information about the operational needs for new anchorage grounds and what form possible regulations should take; and

WHEREAS, the Coast Guard's notice advises that it is considering proposing that an anchorage ground covering approximately 75 acres for up to two vessels be established as a Milton anchorage ground as just south of the City's waterfront on the west bank of the Hudson River; and

WHEREAS, a map is attached to this Resolution depicting the proposed Hudson River Anchorage proposal, specifically such anchorage area in Milton which would directly impact the City's Southern Waterfront where the City has spent considerable time, energy and money developing; and

WHEREAS, the proposed Milton Anchorage Site's proximity to the Southern Waterfront will have a direct impact on the City's view shed, quality of life and tourist economy; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby requests that the Coast Guard hold a public meeting to be hosted by the City of Poughkeepsie and held at City Hall for the purpose of the receiving public comment and to allow the Coast Guard to explain the proposed Milton Anchorage Ground which proximity to the City of Poughkeepsie's Southern Waterfront will have a direct impact on the City's view shed, quality of life and impact its tourist economy; and be it further

RESOLVED, the City Council requests further information be provided including, but not limited, to the following:

a) Whether in considering adopting proposed rules permitting new anchorage grounds, will the Coast Guard comply with the National Environmental Protection Act ("NEPA")?

b) On average, how many ships per year would use such anchorage positions?

c) On average how long would a ship be anchored?

d) What are the potential impacts associated with noise from the ships?

a) What are the potential impacts associated with lights on the ship?

b) What are the potential impacts to the view shed when considered from all points in the City of Poughkeepsie?

c) What is the potential economic impact on tourism in the City of Poughkeepsie from locating such anchorage points opposite the City's Southern Waterfront?

d) Are the proposed anchorage points consistent with the City of Poughkeepsie's Local Waterfront

Revitalization Plan?

e) Details as to the height, length and width of the ships that would be expected to anchor at the Poughkeepsie anchorage ground.

f) Types of materials that ships would be hauling that would be potentially anchored at the Poughkeepsie anchorage ground.

g) Safety measures in place to protect the City of Poughkeepsie's drinking water which draws water directly from the Hudson River.

And be it further

RESOLVED, that the City Chamberlain be and hereby is directed to send a copy of this resolution to the United States Coast Guard and our federal representatives.

SECONDED BY COUNCILMEMBER CHERRY

R16-77						
			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
☑ Accepted	Councilmember McNamara	Voter	☑	☐	☐	☐
☐ Defeated	Councilmember Klein	Voter	☑	☐	☐	☐
☐ Tabled	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

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

William Brady
Commissioner of Finance

The City of Poughkeepsie
New York

August 29, 2016

To: Chairman Chris Petsas
Common Council Members

From: William Brady, Commissioner of Finance WJB

Re: Engineering Planning Grant – City of Poughkeepsie Waterfront Development

In 2014, the City was awarded $30,000 for the Engineering Planning Grant through the New York State Clean Water Revolving Fund. This grant will be utilized to develop a conceptual design for the proposed City of Poughkeepsie Wastewater Improvement project. The estimated cost of this planning project is $50,000. The City will be obligated to appropriate funding of at least 20% of the project cost but not to exceed $20,000. The first of the two parts of this resolution authorizes the Mayor or the City Administrator to execute the grant agreement with the NYS Environmental Facilities Corporation and any and all related contracts, documents, and instruments as necessary to bring the project to a conclusion.

The second part of the resolution affirms that the project can be classified as a Type II action under Environmental Conservation Law, and as such requires no environmental review or further action by the City under SEQRA.

I recommend the adoption of the attached Resolution.

Thank you for your consideration.

Municipal Building • 62 Civic Center Plaza • Poughkeepsie, NY 12601 • 845.451.4025 • 845.451.4027

RESOLUTION
R16-78

INTRODUCED BY COUNCILMEMBER CHERRY

NOW, THEREFORE, BE IT:

WHEREAS the City has been selected to receive up to $30,000 for the Engineering Planning Grant through the New York Clean Water State Revolving Fund program. Further this grant will be utilized for conceptual design for a Clean Water State Revolving Fund (CWSRF) project. Award of the CWSRF project is expected in October 2016. The proposed project is divided into 6 sub projects. Sub project 1 is Riverview CSO Elimination. Sub project 2 is a City wide, Cured in Place Pipe (CIPP) rehabilitation of VCT sewer pipe. Sub project 3 is the Meyer Avenue Pump Station Rehabilitation. Sub project 4 is the Pine Street Pump Station Rehabilitation. Sub project 5 is WPCP Improvements. Sub Project 6 is the Cedar Avenue Pump Station.

BE IT RESOLVED that the City Administrator **OR** Mayor is authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City of Poughkeepsie obligations under the Engineering Planning Grant Agreement.

NOW, THEREFORE,

BE IT RESOLVED that the City of Poughkeepsie authorizes and appropriates a minimum of 20% local match as required by the Engineering Planning Grant Program for the CITY OF POUGHKEEPSIE WASTEWATER IMPROVEMENT PROJECT. Under the Engineering Planning Grant Program, this local match must be at least 20% of the total project cost. The maximum local share appropriated subject to any changes agreed to by the Commissioner of Finance shall not exceed $20,000 based upon a total estimated maximum project cost of $50,000. The Commissioner of Finance may increase this local match through the use of in kind services without further approval from the City of Poughkeepsie.

<u>SEQR Type II Determination Resolution</u>

Whereas, 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations) under the State Environmental Quality Review Act (SEQR) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law;

NOW, THEREFORE,

BE IT RESOLVED that the City of Poughkeepsie hereby determines that the proposed CITY OF POUGHKEEPSIE WASTEWATER IMPROVEMENT PROJECT can be classified as a Type II action under Environmental Conservation Law 6 NY CRR 61 7. 5 (c)(2) as a "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading building to meet building or fire codes ... " A "facility" by definition is "something that is built, installed, or established to serve a particular purpose" (Merriam-Webster) which would include all sewer piping and appurtenances. Furthermore, 6 NYCRR 617.5(c)(l) includes "maintenance or repair involving no substantial changes in an existing structure or facility" as a Type II action as well. As a Type II, no environmental review is required and no further action is required by the applicant under SEQRA.

SECONDED BY COUNCILMEMBER JOHNSON

R16-78						
			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
☑ Accepted	Councilmember McNamara	Voter	☑	☐	☐	☐
☐ Defeated	Councilmember Klein	Voter	☑	☐	☐	☐
☐ Tabled	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

VIII. ORDINANCES AND LOCAL LAWS:

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

O-16-6						
			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
☑ Accepted	Councilmember McNamara	Voter	☑	☐	☐	☐
☐ Defeated	Councilmember Klein	Voter	☑	☐	☐	☐
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	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

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

O-16-7						
			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Young	Voter	☑	☐	☐	☐
	Councilmember Perry	Voter	☑	☐	☐	☐
☑ Accepted	Councilmember McNamara	Voter	☑	☐	☐	☐
☐ Defeated	Councilmember Klein	Voter	☑	☐	☐	☐
☐ Tabled	Councilmember Johnson	Voter	☑	☐	☐	☐
	Councilmember Cherry	Voter	☑	☐	☐	☐
	Councilmember L. Johnson	Voter	☑	☐	☐	☐
	Councilmember Petsas	Voter	☑	☐	☐	☐

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM FIRE CHIEF JOHNSON,** a presentation regarding Fire Department Equipment.

2. **FROM COUNCILMEMBER LORRAINE JOHNSON,** a communication regarding the proposed sale of a portion the Smith Street parking lot.

3. **FROM CHAIRMAN PETSAS AND COUNCILMEMBER CHERRY,** a communication regarding a proposed Resolution requesting Mayor Rolison and County Executive Molinaro renegotiate the County's sales tax formula.

4. **FROM MOLLY JENKINS,** a notice of property damage sustained on June 12, 2016. **Referred to Corporation Counsel.**

5. **FROM WHITE AND WILLIAMS, LLP,** a notice of property damage sustained by Timothy Lang on May 4, 2016. **Referred to Corporation Counsel.**

6. **FROM STEVEN TREJOS,** a notice or property damage sustained in August, 2016. **Referred to Corporation Counsel.**

7. **FROM ROYAL CARTING SERVICE,** a notice of property damage sustained on August 2, 2016. **Referred to Corporation Counsel.**

8. **FROM DEVON JONES,** a notice of property sustained on July 28, 2016. **Referred to Corporation Counsel.**

9. **FROM VIRGINIA PATTERSON,** a notice of intent for Karma One, LLC (located at 369 Main Street), to obtain a Liquor License. **Referred to Corporation Counsel.**

X. UNFINISHED BUSINESS:

Councilmember Klein asked that the attached be entered into the minutes, with reference to R16-76:

The American Waterways Operators

801 N. Quincy Street, Suite 200
Arlington, Virginia 22203
(703) 841-9300
www.americanwaterways.com

About the Proposed Hudson River Anchorages

- Since the earliest days, moving goods on the water has been part of the fabric of life on the Hudson River. Called "invisible" by some, the domestic maritime industry provides the safest, most environmentally-friendly method to deliver vital cargoes, including home heating oil, fuel, construction materials, grains, and food products.

- Year-round, modern tank barges, towboats and articulated-tug barges are marvels of efficiency and safety, leaving the smallest carbon footprint while carrying the largest tonnage of any mode of commercial transportation.

- Commercial maritime vessels and operators are regulated by a myriad of Federal and state requirements which mandate safety, training, and inspections. These regulations are designed to enhance the safety, security and environmental stewardship of vessels, and the waterways in which they operate.

- New York maritime operators live and work on the river and it is important to everyone to keep the waterways, safe, clean, and secure. The New York maritime industry has been operating consistent with these principles for decades on the Hudson River and the many other navigable waterways in the region.

- Safety is the primary concern for the domestic maritime towing industry. Therefore, when fog, bad weather or storms force the vessels to halt their trips, they seek a temporary safe harbor to wait for first light or better weather. This has been the safety practice for decades on the Hudson.

Myths & Facts About the Proposed River Anchorages

- **Myth # 1: The proposed anchorages will allow the Hudson River to become a parking lot for barges.**

    - **Fact:** Anchorage areas are not "parking lots". Vessels are usually anchored for a very limited period of time (typically 4-6 hours), they are always manned during this time, and lit in accordance with US Coast Guard regulations. Anchorages allow vessels to have a temporary safe harbor. Vessels are forced to anchor for many safety reasons, including fog, weather conditions, and ice. The anchorages will also allow vessels to wait to navigate at first light and at high tide. A safe place to anchor is essential to safety.

- **Myth #2: These anchorages will increase the amount of crude oil transported on the water.**

    - **Fact:** The anchorages are all about safety. Indeed, the proposed anchorages will not in themselves encourage additional vessel traffic on the Hudson – rather, the anchorages will safely accommodate vessels that are *already* actively trading up and down the river. The number of vessels moving crude oil on the river is directly tied to the demand for crude oil, and has nothing to do with the number of anchorages on the Hudson River.

The Tugboat, Towboat and Barge Industry Association

- **Myth #3: The proposed anchorages will undo progress on environmental protections for the Hudson River and mar the views of the waterfront.**
    - **Fact:** For centuries, vessels have anchored as necessary on the Hudson River. The proposed anchorages would simply formalize decades of safe industry practice and give the U.S. Coast Guard oversight of the anchorage areas. Anchorages do not require construction or placement of infrastructure in or around the river.

Safety, Homeland Security & the Environment

- The maritime industry supports the proposed anchorages because they help to promote navigational safety on the Hudson River. A safe place to anchor is essential to the safety of the crew, the vessels, other operators, property, and cargoes, as well as the health of the river environment itself.
- The proposed anchorage sites have been selected due to a variety of physical characteristics that facilitate safety, including depth of water, shelter from currents, width of river, interval of spacing, and the location of "usual and customary" anchoring locations.
- From a security standpoint, these vessels are American owned, American flagged and crewed by Americans, who military leaders have called vital to homeland security.
- The vessels are required to comply with U.S. Coast Guard approved security plans and all professional mariners are required to be U.S. Citizens who are required to hold Transportation Worker Identification Credentials issued by the Transportation Security Administration, which provide a digital photo ID and require extensive criminal and drug background checks. Additionally, U.S. Coast Guard regulations require all waterborne crew to hold proper licenses, ratings, and training certifications.
- These security measures are intended to strictly control access to vessels at all times, including while they are at anchor.
- Environmentally, the industry is subject to numerous environmental regulations, including the Oil Pollution Act – which as of 2015 required all new barges be double-hulled. The anchorage areas would further serve to protect the environment by allowing operators to avoid navigating during unsafe conditions that could lead to accidents and/or oil spills.
- The environmental benefits of maritime transportation are supported by the industry's track record: According to the latest available data from the U.S. Army Corps of Engineers, no oil from tank barges has spilled into the Hudson since data tracking began in 2012.
- Waterborne transport reduces roadway congestion and emissions by reducing the need for truck transport. As an example, a New York City Economic Development Corp. study found that in one single year waterborne transportation eliminated 3.1 million truck trips within New York City alone. This is because of the efficiency of maritime transportation: for example, a typical inland barge has a capacity 15 times greater than one rail car and 60 times greater than one semi-trailer truck.

XI. UNFINISHED BUSINESS:

XII. NEW BUSINESS:

XIII. ADJOURNMENT:

A motion was made by Councilmember Hermann and Councilmember Johnson to adjourn the meeting at 10:00 p.m.

Dated: September 14, 2016

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, August 29, 2016

Respectfully submitted,

Deanne L. Flynn
City Chamberlain