

MEMORANDUM OF UNDERSTANDING

YOUTH OPPORTUNITIES CENTER

Between

CITY OF POUGHKEEPSIE

and

COUNTY OF DUTCHESS

This Memorandum of Understanding (hereinafter "MOU") between the CITY OF POUGHKEEPSIE, a municipal corporation of the State of New York with its offices at 62 Civic Center Plaza, Poughkeepsie, New York 12601 (hereinafter "CITY") and COUNTY OF DUTCHESS, a municipal corporation of the State of New York with its offices at 22 Market Street, Poughkeepsie, New York 12601, (hereinafter "COUNTY"),

WITNESSETH:

WHEREAS, CITY is currently the owner of the former YMCA building located at 35 Montgomery Street in the City of Poughkeepsie, County of Dutchess, State of New York and more particularly described as Tax Map No.: 6061-28-946914 (the "Property"), which was acquired by tax deed dated February 19, 2019 and recorded in the Dutchess County Clerk's Office on February 25, 2019 as Document No.: 02-2019-1335; and

WHEREAS, from 1965 until January 12, 2009, the Property was home to the YMCA of Dutchess County which provided the community with important programs and facilities including childcare, a youth center, a swimming pool, a fitness center and community activity rooms; and

WHEREAS, since the YMCA closed its doors in 2009 the building has been vacant and idle without any real plan of redevelopment; and

WHEREAS, the Property contains a deed restriction requiring the Property be used for “educational, recreational and cultural purposes”; and

WHEREAS, in 2019 the Anti-Blight Task Force created by Mayor Rob Rolison recommended the CITY take title to the property based upon unpaid tax liens which had accrued since 2008; and

WHEREAS, at the recommendation of the Anti-Blight Task Force, City’s Commissioner of Finance executed the tax deed acquiring title to the Property; and

WHEREAS, on April 2, 2019, CITY released a Request for Expressions of Interest (“RFEI”) to seek potential development proposals and contemporaneity the CITY held several stakeholder engagement sessions, including two public meetings on May 13, 2019 and June 26, 2019, in order to assess community/stakeholder needs; and

WHEREAS, conclusion of the stakeholder engagement sessions supported the creation of a multi-purpose facility encompassing a youth activity center, education, arts, health and wellness as well as a 24-hour daycare facility; and

WHEREAS, CITY received only one viable response to its RFEI from a coalition of stakeholders known as the "35 Montgomery Street Coalition" which coalition has been selected by CITY to identify possible capital funds and develop programing at the redeveloped Property, subject to meeting certain milestones; and

WHEREAS, the CITY has recently conducted a preliminary environmental and structural review of the Property which concludes that the Property must be demolished and which conclusion is supported by the Building Inspector of CITY who has ordered the Property unsafe; and

WHEREAS, the CITY lacks the resources to redevelop the Property in accordance with the will of the community stakeholders; and

WHEREAS, ongoing negotiations between the CITY and COUNTY have identified a potential partnership which would allow for the demolition of the Property and secure funding toward the development of a Youth Opportunity Center; and

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WHEREAS, ongoing negotiations between the CITY and COUNTY have identified a potential partnership which would allow for the demolition of the Property and secure funding toward the development of a Youth Opportunity Center; and

WHEREAS, the CITY and COUNTY wish to memorialize its discussions, lay out the joint objectives of the parties, and establish a formalized plan to redevelop the Property.

NOW, THEREFORE, the parties hereto set forth their understanding of this undertaking as follows:

ARTICLE I: OBJECTIVES

The CITY and COUNTY wish to establish a formal partnership for the redevelopment of the Property into a Youth Opportunity Center. In order to accomplish this, the City and County shall formalize an Inter-Municipal Agreement (“IMA”) subject to ratification by its respective bodies which IMA contains the mutual agreements set forth herein.

ARTICLE II: OWNERSHIP

As a result of the significant funding by COUNTY and due to the joint objective that the parties enter into a partnership, CITY agrees to transfer Title to the Property, which shall be held in the names of the CITY and COUNTY as Joint Tenants. The transfer of the title is contingent upon approval of the governing authorities of the County and City.

ARTICLE III: FUTURE FUNDING

Following the transfer of title to the COUNTY, the COUNTY agrees to commit funding for the demolition, design, and construction of the Property in an amount up to \$25 million. Such funding is contingent upon the availability of funds and approval by the County governing authority. Such funds shall be used solely for the construction of a community youth center in keeping with the deed restrictions on the Property.

Article IV: CITY REPRESENTATIONS

1. Power and Authority

CITY has the necessary power and authority to enter into and perform its duties under this MOU.

2. Impediments

(a) CITY represents that there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting CITY or any basis thereof, wherein an unfavorable decision, ruling or finding would materially, adversely affect the transaction contemplated hereby, or which in any way would adversely affect the validity or enforceability of this MOU and any subsequent agreement.

(b) CITY represents that existing obligations and commitments of CITY do not conflict with this MOU and do not adversely affect its ability to fulfill its obligations under this MOU and any subsequent agreement. City further represents that it will address in a timely manner any future obligations or commitments that may conflict with this MOU or any subsequent agreement.

(c) Except as disclosed in writing to COUNTY, to the best of its knowledge, CITY is not in violation of any law, order, rule or regulation applicable to any facility or program operated, maintained or managed by CITY the violation of which would adversely affect the parties' performance of this MOU and any subsequent agreement.

Article V: COUNTY REPRESENTATIONS

1. Power and Authority

COUNTY has the necessary power and authority to enter into and perform its duties under this MOU and any subsequent agreement.

2. Impediments

(a) COUNTY represents that there is no material action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting the COUNTY or on any basis thereof, wherein an unfavorable decision, ruling or finding would

materially, adversely affect the transaction contemplated hereby, or which in any way would adversely affect the validity of this MOU and any subsequent agreement.

(b) The existing obligations and commitments of the COUNTY do not conflict with this MOU and do not adversely affect its ability to fulfill its obligations under this MOU and any subsequent agreement.


IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the 19th day of August, 2020.

COUNTY OF DUTCHESS

CITY OF POUGHKEEPSIE



MARCUS J. MOLINARO
COUNTY EXECUTIVE 8/19/20



ROBERT G. ROLISON
MAYOR 8/19/20