



COMMON COUNCIL MEETING

Common Council Chambers

April 18, 2016

6:30 p.m.

*6:00 p.m. Public Hearing regarding the proposed
Pan Handling Local Law*

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Minutes of April 4, 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 CHAIRMAN PETSAS,** Resolution R16-30, approving appointments to the Industrial Development Agency.
- 2. FROM CHAIRMAN PETSAS,** Resolution R16-38, approving an appointment to the Waterfront Advisory Committee (WAC).

3. **FROM CITY ADMINISTRATOR KNAPP** Resolution R16-39, approving an amendment to the budget to provide for a part-time animal control officer.
4. **FROM CHAIRMAN PETSAS**, Resolution R16-40, amending the appointment of a confirmation to the Joint Water Board Appointments.
5. **FROM CHAIRMAN PETSAS**, Resolution R16-41, approving an appointment to the Joint Water Board.
6. **FROM CORPORATION COUNSEL ACKERMANN**, Resolution R16-42, setting a public hearing for the proposed designation of The Glebe House, located at 635 Main Street, as an historic landmark.

VIII. ORDINANCES AND LOCAL LAWS:

1. **FROM CORPORATION COUNSEL ACKERMANN**, Ordinance O-16-3, amending parking regulations to eliminate two parking spaces 29 North Hamilton Street.

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM MILL STREET LOFT**, a presentation on a planned street mural on Pershing Avenue.
2. **FROM DOUG NOBELITTI**, a presentation regarding the newly formed, "Downtown Poughkeepsie Alliance".
3. **FROM MICHELLE ALMEIDA**, a notice of intent for Pickled & Smoked Inc, d/b/a Morty's Delicatessen, located at 296 Main Street to obtain a liquor license.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:



Thomas M. Pape
Chief of Police

POLICE DEPARTMENT
CITY OF POUGHKEEPSIE
NEW YORK



April 14, 2016

COMMON COUNCIL
CITY OF POUGHKEEPSIE

Re: Replacing a part time parking dept. position with a part time animal control position

Dear Chairman Petsas and Councilmembers:

The City of Poughkeepsie Police department requests your consideration with Resolution R16-39 regarding an amendment approving a part time animal control officer be provided to our department.

We currently have a vacancy for a part time position in the parking department and will swap that position for the part time animal control officer position. The salary is the same so the proposed change will have no fiscal impact on the budget.

Therefore before you is a resolution swapping a part time parking position for a part time animal control officer position.

Respectfully submitted,

Thomas M. Pape
Acting Police Chief

**RESOLUTION
(R-16-39)**

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the 2016 adopted budget provided for one (1) part-time Parking Control Officer (“PCO”); and

WHEREAS, the currently is a vacancy in the part-time PCO position and police department does not intend to fill the position within the 2016 fiscal year; and

WHEREAS, the police department has requested an amendment to the budget to provide for a part-time Animal Control Officer (“ACO”); and

WHEREAS, the amendment of the budget eliminating the part-time PCO and the addition of a part-time ACO will not have a financial impact on the 2016 adopted budget; and

NOW, THEREFORE,

BE IT RESOLVED, that the 2016 Budget for the City of Poughkeepsie is hereby amended as follows:

| | | |
|------------------------------|-----------------------------------|----------|
| From: 01.09.3120.7180 | Part-Time Parking Control Officer | \$18,034 |
| To: 01.09.3510.7180 | Part-Time Animal Control Officer | \$18,034 |

SECONDED BY COUNCILMEMBER _____.

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

CC MEETING 4/18/16
ITEM # VII-4 & 5

April 13, 2016

COMMON COUNCIL
CITY OF POUGHKEEPSIE

Re: Amendment to the Joint Water Board appointment requirements and filling a current vacancy

Dear Chairman Petsas and Councilmembers:

At the request of the Council, I have prepared two resolutions regarding appointments to the Joint Water Board. Pursuant to an Inter-Municipal Agreement with the Town of Poughkeepsie, the Joint Water Plant is managed by a six member board of which three members are appointed by the Town and three members are appointed by the City. By resolution the Common Council set those restrictions on those appointments such that one of the Common Council appointments would be a member of the legislative body.

You have indicated that it is the desire of the Common Council to appoint Randall Johnson, who is not a member of the legislative body, therefore requiring a further amendment to the selection of the City's members to the Joint Water Board. So attached is: (1) a resolution removing the requirement that one of the selection to the Joint Water Board be a member of the legislative body and (2) a resolution appointing Randall Johnson to the unexpired term of Councilmember Herman who filled the unexpired term of Councilmember Mallory.

Please let me know if additional information is requested by the Council.

Very truly yours,

CITY OF POUGHKEEPSIE

A handwritten signature in black ink, appearing to read "Paul Ackermann", is written over a horizontal line.

Paul Ackermann, Esq.
Corporation Counsel

PA:nlbg
Enclosures

RESOLUTION
(R-16-40)

INTRODUCED BY _____ :

WHEREAS, the City of Poughkeepsie and the Town of Poughkeepsie are parties to an Inter-Municipal Agreement dated August 3, 1995 concerning the ownership and operation of the Joint Water Project; and

WHEREAS, said Agreement provides for the administration of the Joint Water Project by a Joint Board which is known as the Poughkeepsie Joint Water Project Board (the "Joint Board"); and

WHEREAS, the Agreement provides for the Joint Board to consist of six (6) members, three (3) selected by the City of Poughkeepsie, and three (3) selected by the Town of Poughkeepsie; and

WHEREAS, the Common Council adopted a resolution on November 4, 1991 providing for the selection of the three members of the Joint Board which was further modified on March 21, 1996 and May 2, 1996; and

WHEREAS, currently one member of the Joint Board is selected by the Mayor and two members are selected by the Common Council of which one selection by the Common Council must be a member of the Common Council; and

WHEREAS, the Common Council is desirous of further modifying said Resolution for the selection of the three (3) members of the Joint Board by removing the requirement that one selection be a Common Council member; and

NOW, THEREFORE,

BE IT RESOLVED, by the Common Council of the City of Poughkeepsie that the selection of the members of the Joint Board shall be as follows:

1. One (1) member of the Joint Board to be selected by the City of Poughkeepsie shall be selected by the Mayor.
2. Two (2) members of the Joint Board shall be selected by the Common Council to be determined by a majority vote of the Common Council. ~~One of the members of the Joint Board selected by the Common Council shall be a member of the Legislative Branch.~~
3. The three (3) members of the Joint Board selected by the City of Poughkeepsie shall serve for three (3) year terms and until their successors are appointed and qualified.

4. Notwithstanding the three year terms, and for the purpose of providing for staggered selections, the first three persons selected as members of the Joint Board shall be selected as follows:
 - a. The member selected by the Common Council, who is a member of the Legislative Branch, shall be selected for a two (2) year terms;
 - b. The second member selected by the Common Council shall be selected for a one (1) year term; and
 - c. The member selected by the Mayor shall be selected for a three (3) year term.
5. The members of the Joint Board selected by the City of Poughkeepsie, notwithstanding their fixed terms, may be removed by this Common Council, with or without cause, provided that any such removal shall require a two-thirds (2/3) vote of this Common Council.

SECONDED BY _____.

RESOLUTION
(R-16-41)

INTRODUCED BY _____:

WHEREAS, in accordance with the Inter-Municipal Agreement between the City of Poughkeepsie and the Town of Poughkeepsie dated August 3, 1995, the Common Council of the City of Poughkeepsie is authorized to make appointments of City residents to serve on the Joint Water Board; and

WHEREAS, by resolution of the Common Council dated May 2, 1996 as amended, two (2) members of the Joint Water Board shall be appointed by the Common Council and (1) member shall be appointed by the Mayor; and

WHEREAS, there currently exists an opening on the Joint Water Board due to the passing of Board Member Hermann who was appointed by the Common Council to fill the unexpired term of former Councilmember Mallory; and

WHEREAS, it is in the best interest of the City of Poughkeepsie and its citizens that the Joint Water Board should have a full complement of members in order to properly conduct the business required of the Board; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints the following individuals to the Joint Water Board for the respective term as indicated below:

Randall Johnson (Expires: 12/31/16)

SECONDED BY _____.

The City of Poughkeepsie

New York

PAUL ACKERMANN
Corporation Counsel
packermann@cityofpoughkeepsie.com



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Poughkeepsie, New York 12602
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April 13, 2016

COMMON COUNCIL
City of Poughkeepsie

Re: Designation of the Glebe House as a Local Historic Landmark

Dear Chairman Petsas and Council Members:

On March 24, 2016, the Historic District and Landmarks Preservation Commission (HDLPC) held a public hearing regarding the proposed nomination of the Glebe House located at 635 Main Street as a local historic landmark. The Glebe House is owned by the City of Poughkeepsie and has been used as a museum most recently which was operated by the Dutchess County Historical Society.

Holly Wahlberg, an expert in design history prepared and submitted the application, which is attached to this letter for your review.

The Commission voted in favor of the proposed designation.

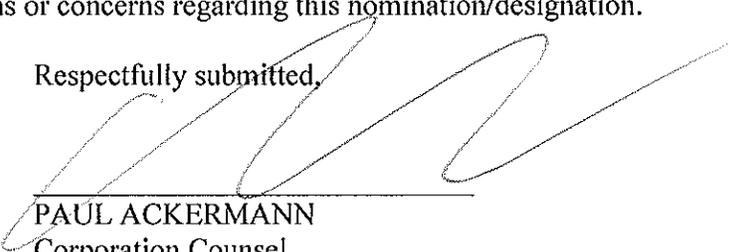
Pursuant to Section 19-4.5(4)(f) of the Code of Ordinances, I am forwarding the approved application proposing the designation as a local historic landmark to the Common Council for your consideration.

The Common Council must hold a public hearing prior to the designation of any landmark. The public hearing must occur within sixty (60) days from the date the approved application is received by the Common Council which was April 5, 2016. The Council must approve or disapprove the designation within seventy-five (75) days from receipt of the approved application.

Please also find a proposed Resolution setting the public hearing concerning this proposed designation for May 2, 2016 at 6:00 p.m.

Please let me know if you have any questions or concerns regarding this nomination/designation.

Respectfully submitted,


PAUL ACKERMANN
Corporation Counsel

PA:nlbg

cc: Gary Beck, Building Inspector
Deanne Flynn, Chamberlain

Enclosures

A RESOLUTION OF THE CITY OF POUGHKEEPSIE, SETTING A PUBLIC HEARING
REGARDING THE PROPOSED NOMINATION OF 635 MAIN STREET (the GLEBE HOUSE)
AS A LOCAL HISTORIC LANDMARK

(R-16-42)

INTRODUCED BY COUNCILMEMBER _____ :

WHEREAS, 635 Main Street in the City of Poughkeepsie is owned by the City of Poughkeepsie which has consented to the application for designation as a historic building; and

WHEREAS, the City of Poughkeepsie Historic District and Landmarks Preservation Commission (hereinafter "HDLPC") held a public hearing on March 24, 2016 regarding the nomination of 635 Main Street as a local historic landmark; and

WHEREAS, the HDLPC voted in favor of the proposed nomination and approved the application on March 24, 2016; and

WHEREAS, pursuant to Section 19-4.5(4)(f) of the Code of Ordinances of the City of Poughkeepsie, the HDLPC's approved application was forwarded to the Common Council for consideration on April 5, 2016; and

WHEREAS, the Common Council is required to hold a public hearing prior to the designation of any historic landmark within sixty (60) days from receipt of the approved application from the HDLPC; and

NOW THEREFORE,

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 May 2, 2016 at 6:00 p.m. concerning the designation of 635 Main Street as a local historic landmark.

SECONDED BY COUNCILMEMBER _____ .



Gary E. Beck, Jr.
Building Inspector

**THE CITY OF POUGHKEEPSIE
NEW YORK**

**BUILDING PLANNING & ZONING
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601**

Phone: (845) 451-4007 Fax: (845) 451-4006

FEB 1 2016

HISTORIC DISTRICT & LANDMARKS NOMINATION FORM

LOCATION (For District nominations, attach list of all properties)

Address: 635 Main Street

Grid # _____

NAME OF PROPERTY

Historic Name (if any): Glebe House

Other Names (if any): _____

CLASSIFICATION

Ownership of Property

Private Public

Owner: City of Poughkeepsie

Address: 62 Civic Ctr. Plaza

City: Poughkeepsie

State/Zip: NY 12601

Category of Property

Building(s)

District

Site

Structure

Object

FUNCTION OR USE

Historic Functions or Uses:

Private Home

Current Functions or Uses:

Historic House Museum

NAME OF ORIGINAL ARCHITECT (if known): _____

ATTACHMENTS

NARRATIVE DESCRIPTION: Describe the historic and current conditions of the property on one or more continuation sheets, and attach the sheets to the application.

MAPS: Please attach a map of the subject property or properties.

PHOTOGRAPHS: Please attach photographs of the property or properties.

Statement of Significance: Mark "X" in the applicable box(es) below for the criteria qualifying the individual property for local register listing.

- The property possesses special character or historic or aesthetic interest or value as part of the cultural, political, economic or social history of the locality, region, state or nation; or
- The property is identified with historic personages; or
- The property embodies the distinguishing characteristics of an architectural style; or
- The property is the work of a designer whose work has significantly influenced an age; or
- Because of unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood.

Statement of Significance: Mark "X" in the box(es) below acknowledging the existence of the two criteria qualifying a group of properties as a historic district.

- The group contains properties which meet one or more of the criteria for designation of a landmark; and
- By reason of possessing such qualities, it constitutes a distinct section of the City.

Narrative Statement of Significance: Explain the significance of the property, in terms of the boxes checked above, on one or more continuation sheets. Attach the sheet(s) to the application.

Bibliography: Cite any books, articles or other sources used in preparing this form on one or more continuation sheets. Attach the sheet(s) to the application.

Form Prepared by:

Name/Title: Holly Wahlberg, Design Historian

Organization: _____

Street: 35 Garfield Place

City/State/Zip: Poughkeepsie, NY 12601

Telephone: 454-5456

Date: 1/30/16

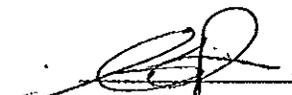
HDLPC CERTIFICATION

The HDLPC hereby certifies that this application does ~~not~~ meet the criteria for designation as a local historic district, landmark or landmark site. The HDLPC does ~~not~~ recommend that the Common Council approve the application, in accordance with the provisions of Section 19-4.5(3) of the Zoning Ordinance of the City of Poughkeepsie, New York.

Motion: Gary Pivratsky

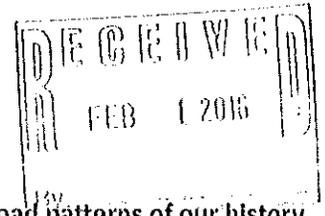
Second: Robert F. Mortell

Votes: 4 0 0



Signature of Chairman

Statement of Significance: Glebe House, 635 Main Street
 Prepared by: Holly Wahlberg © 2016
 January 30, 2016



Property is associated with events that have made a significant contribution to the broad patterns of our history

1. Represents a distinguished achievement in local community organizing and historic preservation

Today most of us know the property at 635 Main Street as the "Glebe House" – a 1767 colonial home revered as one of the oldest buildings in the city and one of the few remaining Pre-Revolutionary War buildings still standing in Poughkeepsie. But in 1927, when the house faced demolition, that identity had faded. For over fifty years, from 1875 to 1927, the Glebe House had been the home and business quarters of two florists: William Fricker from 1875 to 1908 and Conrad Gindra from 1908 to 1927. By 1927, the property's large lot housed five greenhouses and a service building along with the old colonial Glebe House which had over the years become known by many as the "Worrall House" or the "Fricker House" after its more recent 19th century owners.¹

In the autumn of 1927, retiring florist Conrad Gindra caught the community's attention by tearing down the greenhouses at 635 Main St. in preparation for placing the entire Glebe parcel on the market for commercial redevelopment. The local newspaper, the *Eagle-News* speculated that the old colonial house on the property would also soon be torn down to make way for a delicatessen. The appalled *Eagle-News* publisher Francis Platt sounded the alarm with the help of City Historian John J. Mylod and Dr. J. Wilson Poucher, an officer of the Dutchess County Historical Society who was himself a highly respected local

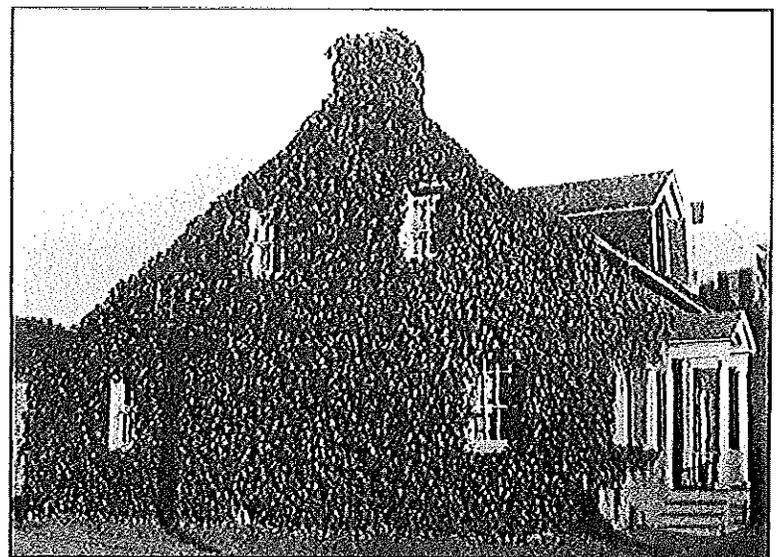
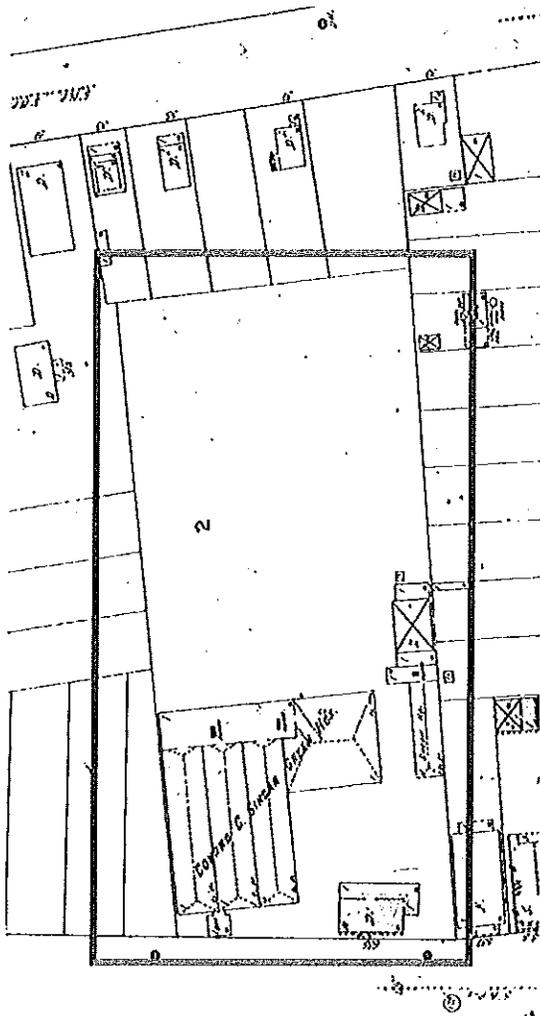
historian. A third strong voice for preservation came from Supreme Court Justice Joseph Morschauer who told the community that the Glebe House was a "hallowed" building whose rescue from demolition was a "patriotic duty."²

Christmas Flowers.

The choicest of Christmas Flowers, Plants and Greens are to be found at the
GINDRA GREEN HOUSES.

Place your order early and don't forget that Flowers and Plants make most appreciative gifts.

Telephone orders given special attention.
GINDRA GREEN HOUSES,
 635 Main Street.



(Left) 1913 Sanborn Map showing Glebe House with Gindra greenhouses adjacent (Top) 1909 Ad for Gindra Greenhouses (Above) c. 1928 photo of Glebe House showing changes made to the house by the Gindra family in 1908 including a front dormer and new direction of porch steps (Adriance Memorial Library Junior League Collection)

Faced with a significant crisis, the Poughkeepsie community began what the *Eagle-News* labeled “one of the finest community projects that has been undertaken hereabouts in years.”³ Over the next 18 months, the daunting project of rescuing the Glebe House from demolition would involve setting up significant planning and fund raising infrastructures. Difficult questions had to be answered such as who would receive and track donations, who would negotiate with the property’s owner, where would the rescue operation be headquartered, what would the Glebe House be used for once saved, who would hold the actual title, and how would the building be maintained.

These questions were answered by a bold plan which called for a partnership between Poughkeepsie’s city government and two local non-profits, the Dutchess County Historical Society and the Poughkeepsie Junior League. The terms of this partnership were clear. The Historical Society and the Junior League would each raise \$10,000 to match the city’s contribution of \$20,000 toward the total Glebe House asking price of \$40,000.



Once the property was purchased, the Junior League and the Historical Society were to act as joint custodians of the house interior while the city would take actual title to the property and perform upkeep on the house exterior and grounds. Once the house had been successfully restored, the Junior League and Historical Society were to open it to the public for museum and historical purposes.

Poughkeepsie did not have far to look for inspiring partnership models in the protection and utilization of 18th century historic resources. In 1922, the State of New York had accepted ownership of Revolutionary War General Henry Knox’s Headquarters in Newburgh from a private citizen’s group that had saved the building in 1917. In 1927, the State of New York had also invested heavily in Kingston’s Senate House by funding construction of a new museum on the site. Poughkeepsie itself also had its own precedent from a generation earlier when the Daughters of the American Revolution had formed a partnership with state officials in 1900 to bring about the preservation of Poughkeepsie’s Clinton House.

Yet despite its survival, the Clinton House had been significantly altered, particularly by the addition of a mansard roof. Many other 18th and early 19th century buildings in Poughkeepsie had been similarly altered or simply demolished. The Forbus House and the Poughkeepsie Hotel, famously visited by General Lafayette on his triumphant 1824 American tour, had both been demolished. On the city’s outskirts, the old Henry Livingston mansion “Linlithgow,” which had been fired upon by the British in 1777 as they sailed past on their way to attack Kingston, had been demolished in 1910 by the Phoenix Horseshoe Company after an unsuccessful effort by early preservationists to move the house to a new location. The Poughkeepsie courthouse, where New York State had cast its crucial 1788 vote in favor of ratifying the United States Constitution, had been lost to fire.



(Top) Postcard of Clinton House with a Victorian mansard roof
(Bottom) Linlithgow, the Livingston mansion on Poughkeepsie’s outskirts said to have been fired upon by the British in 1777; the house was demolished in 1910.

Other colonial residences and taverns like the Van Kleeck House (c. 1702) at 224 Mill Street and the Noxon House (c. 1741) at 81 Market Street had been torn down or altered beyond recognition. It appeared as though the Glebe House presented the city’s last chance to hang on to a relatively unspoiled physical link to its 18th century history as a temporary capital of New York state and the site of the state’s ratification of the United States Constitution. A key piece of community identity hung in the balance, and words such as “sacrilege,” “tragedy” and “calamity” were used to describe the consequences of indifference or inaction in the matter of saving the Glebe House.

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In the spring of 1929 after an 18 month community-wide campaign, successful arrangements were completed for the city to take title to the Glebe House. Poughkeepsie citizens, organized by some of the city's finest community leaders, had risen to the challenge of securing permanent physical proof of Poughkeepsie's Revolutionary War identity. Poughkeepsie could no longer be condemned for lagging behind its neighbors, Kingston and Newburgh or criticized as a community lacking in patriotism and pride. The Glebe House was saved.

2. Represents the important role of women in early preservation efforts, especially their pivotal role in sustaining local house museums

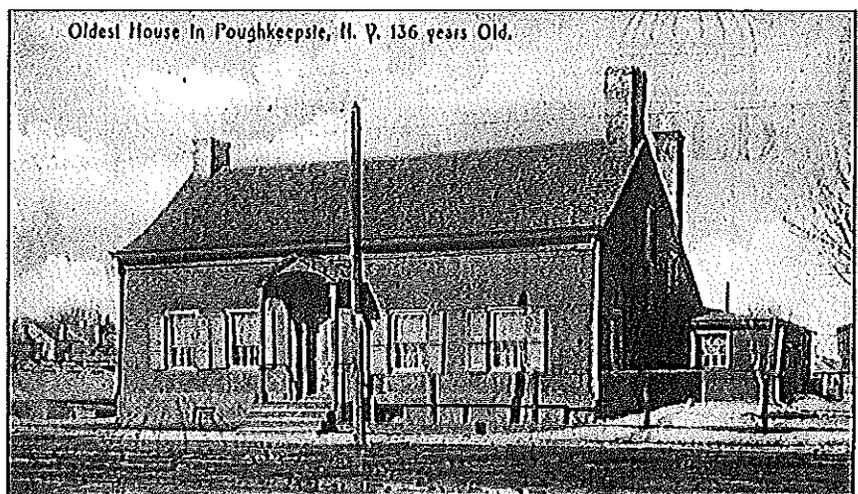
The preservation of the Glebe House is an excellent example of the important role women played in early preservation efforts across America. The women of Poughkeepsie's Junior League committed to raising \$10,000 toward the Glebe House purchase price, even though that sum was almost as great as the total amount the chapter had raised in the entire ten years of its existence. The Junior League struggled to raise this large sum of money and only fully paid off their portion of the Glebe House debt 7 years later in 1936.⁴ But the publicity created by their various fund raising events on behalf of the Glebe House and their overall tenacity and loyalty to the Glebe House cause helped keep the project in the public eye.

For ultimate success in this preservation project, the Poughkeepsie Junior League was dependent on the male lawyers and businessmen who led both city government and the county historical society – many of whom were also their husbands, fathers or brothers. But once the deal was completed and the house saved, Junior League women took on a critical caretaking role – which included furnishing and decorating the house's interior in a historically appropriate manner and educating the public on Poughkeepsie's early history and Dutchess County colonial life.

Education and the Decorative Arts were areas in which early 20th century upper class women were allowed to show interest and even expected to excel. So although still confined to what was considered a woman's "proper" sphere of influence, the women of the Junior League were performing core activities essential to setting up and running a successful house museum. Preservation activities at the Glebe House provided these women with a socially acceptable way to affect community life and interact not just with each other, but also with members of the community's male elite. Research and scholarship on the Glebe House and early Dutchess County history continued to be conducted by leaders of the county historical society such as John J. Mylod and Baltus B. Van Kleeck who shared their findings at Junior League meetings in order to encourage and inform the League's work.⁵

For many decades still to come, the Junior League's primary mission remained that of supplementing or assisting humanitarian work already underway and led by other community organizations; but this backseat role was less the case at the Glebe House where stronger leadership opportunities were possible in charting the course for turning a former private home and flower shop into a historic house museum. The women of the Poughkeepsie Garden Club also added to this effort by providing assistance to City Parks Superintendent Frank Berry in the task of landscaping and designing gardens on the Glebe House grounds - gardening being another acceptable skill and interest for well to do women of the period.

The 1950s and the decades which followed brought increasing professional involvement in creating more historically "authentic" interior spaces at the Glebe House with more rigorous selection criteria for objects, furnishings and design treatments.⁶ But despite the important



1903 postcard of the Glebe House showing original porch stair configuration and no dormer; note also the stucco foundation covering, 1 story lean-to extension on east side and front porch gable roof (Collection of Adriance Memorial Library)

contributions of architectural consultants, educators and design experts, it was still largely women volunteers from the community, associated with both the Junior League and the county historical society, who kept the Glebe House alive through lectures, holiday open houses, open hearth cooking classes, hobby shows, folk art exhibits, craft demonstrations, school group tours and other events - all of which continued to introduce the house to new generations of Dutchess County residents while also keeping the house interesting to the larger community. In 2001, Dutchess County Historical Society held a special event to recognize the contributions of the women volunteers who helped save the Glebe House.⁷

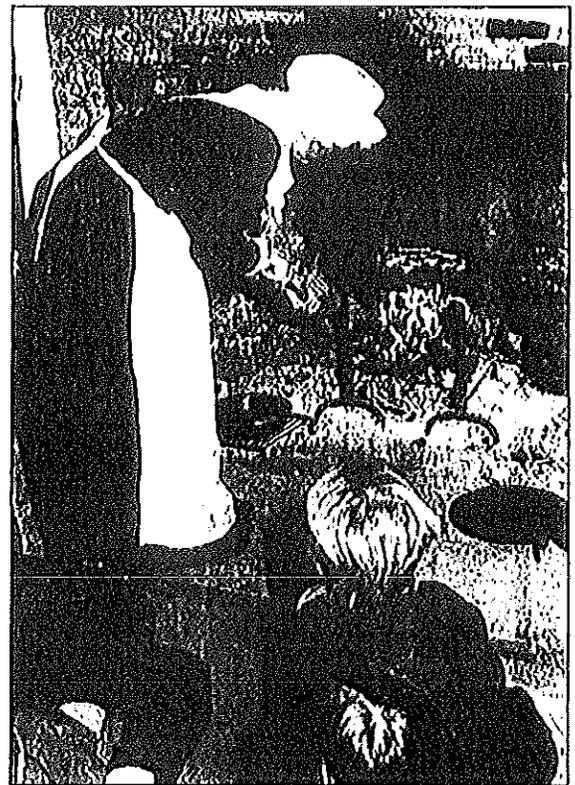
Property embodies the distinctive characteristics of a type, period, or method of construction; property is associated with the lives of significant persons in our past

Considered probably the oldest brick home in Dutchess County, the Glebe House is unlike the more typical stone farmhouses built in the Mid-Hudson Valley during the colonial period; The house was fully documented in photos and measured drawings in 1934 as part of the federal Historic American Buildings Survey (HABS) project. A Historic Structures Report was completed in 1987 by the Syracuse firm of Crawford and Stearns.

The house is significant also for its connection to Pre-Revolutionary War history, Revolutionary War history and Federal era history. In 1767, the creation of a "Glebe" (a home and farm provided for a Church of England minister by his parishioners) signaled an expanding British presence in what had once been the largely Dutch settlement of Poughkeepsie. Although the area's first resident minister, Reverend John Beardsley served both Fishkill and Poughkeepsie parishioners, the growing importance of the village of Poughkeepsie led to its selection as the Glebe's location. The establishment of the Glebe House and its accompanying farm was followed by the construction of the first Christ Church in 1774.

Reverend Beardsley and his family remained for ten years at the Poughkeepsie Glebe until 1777 when they were declared enemies of the state and banished to British controlled New York City as Tory sympathizers loyal to the British crown. Other members of this slave owning Tory minister's family, however, were patriots devoted to American independence. Interpreting the house's history through the lense of Reverend Beardsley and his family has allowed visitors to better imagine both the personal as well as the political turbulence of life during the Revolutionary War era. The house's early 19th century east addition has created an additional opportunity for visitors to understand changes taking place in American life in the Federal period of Poughkeepsie's development during the era in which silversmith Peter DeRiemer and his family occupied the house from 1796 to 1809.

As one of the great civic projects in Poughkeepsie's history, saving the Glebe House and turning it into a house museum united some of Poughkeepsie's most talented male and female community leaders in a shared goal that, over the years, has involved significant efforts across multiple disciplines including journalism, fund raising, public relations, politics, law, interior design, architecture, decorative arts, curation, education, and local history.



Historic interpreters Bernice Fitchett in 1977 (top) and Evangeline Reilly in 1979 (bottom) demonstrating open hearth colonial cooking to school groups

Leaders in Saving the Glebe House (1927-1929)



Mary Sleight Van Kleeck Swift

First Chair of the Glebe House Restoration Committee; Attended Poughkeepsie's Putnam Hall School and Massachusetts finishing schools; Founding member and first president of the Junior League Poughkeepsie chapter; Descendant of Baltus Van Kleeck, one of the first settlers of Poughkeepsie; Also a descendant of the DeRiemer family, owners of the Glebe House in the early 19th century

Etheline Hinkley Van Kleeck

Vice-Chair of the Junior League during the Glebe House acquisition; Attended Poughkeepsie's Putnam Hall School and Bryn Mawr; Hosted the first Junior League meeting at the Hinkley family estate "Eden Hill" on Academy Street; Married Baltus Van Kleeck, the brother of her Junior League colleague Mary Sleight Van Kleeck

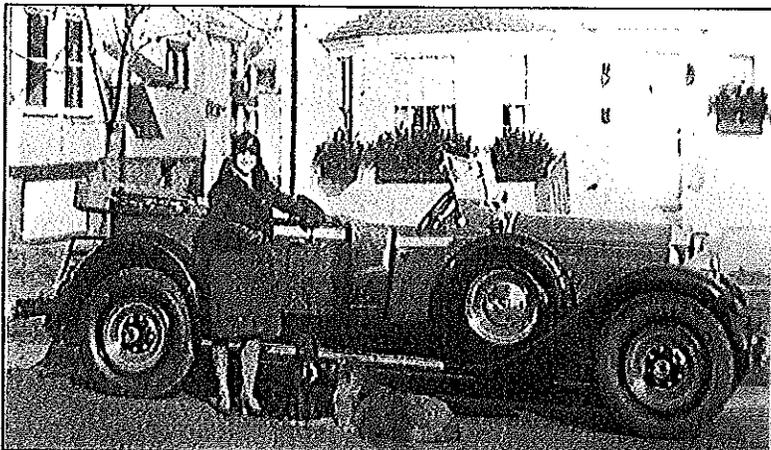


Gretchen Schickle

President of the Junior League during the Glebe House acquisition: Attended Poughkeepsie's Putnam Hall School and Vassar; Her father, William Schickle was Chairman of the Board of Directors at Fallkill National Bank

Helen Wilkinson Reynolds

Dutchess County Historical Society leader and experienced local historian; an expert on the historical records of Christ Church including documents relating to the Glebe House; Played a crucial role in encouraging historical society members to support Glebe House efforts



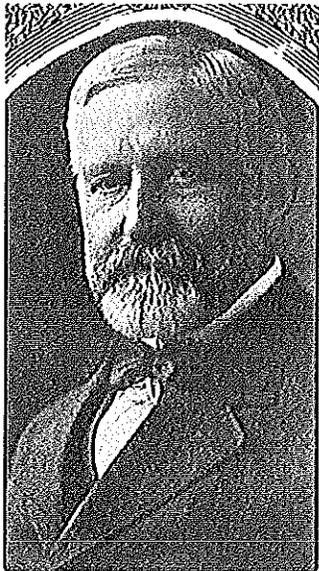
Katherine Sague

Chair of Glebe House Acquisition Fundraising for the Junior League; Attended Poughkeepsie's Putnam Hall School and Vassar; Her father, John Sague was Mayor of Poughkeepsie at the time of the Glebe House acquisition



J. Wilson Poucher

Obstetrician, surgeon and officer of Dutchess County Historical Society; Avid local historian specializing in Revolutionary War history and the natural history of Dutchess County wildflowers; Judged by the Poughkeepsie *Eagle-News* to be the single person who did the most to save the Glebe House from destruction



Daniel W. Wilbur

Chair of Glebe House Executive Committee; Real estate speculator; Coal, lumber and ice dealer; Former Mayor of Poughkeepsie and widely acknowledged as a "keen student of municipal government" and a gifted public speaker



John Sague

Mayor of Poughkeepsie during the Glebe House acquisition; A colorful four term Democratic mayor who championed a "progressive, live city"

John J. Mylod

Gifted real estate attorney and City Historian from 1918 until his death in 1936; Considered one of the guiding spirits of Dutchess County Historical Society and an inspirational civic leader



Joseph Morschauer

Honorary Chairman of Glebe House Committee; Highly respected NYS Supreme Court Justice and friend of FDR; Nicknamed "Uncle Joe" and considered one of Poughkeepsie's best known and most beloved citizens



**Eagle-News Seeks
Opinion of People**

The *Eagle-News* would be interested to know the opinion of the people of the city and county imminent destruction of the historic "Glebe House" in upper Main Street. To attain this opinion it will print communications from its readers, relating interesting information about the old house or any historical matter available. From time to time in the next few days, The *Eagle-News* will publish interesting phases in the existence of the "Glebe House" and the part it has played in the development of Poughkeepsie.



Francis W. Platt

Publisher of the Poughkeepsie *Eagle-News*; Grandson of the founder of the *Poughkeepsie Eagle* and a third generation newspaperman; Alerted the community to the Glebe House plight through news coverage and several editorials (Above: On October 5, 1927 the *Eagle-News* invited readers to write opinion letters and share information about the Glebe House)

Footnotes:

- 1 "Christ Church Rectories" Daily Eagle November 3, 1903; "Old Glebe House is Being Altered" Daily Eagle July 9, 1908.
- 2 "Glebe House in Main St. to Be Razed" Eagle-News October 5, 1927.
- 3 "The Glebe House is Saved" Eagle-News March 20, 1929.
- 4 "History of the Junior League of Poughkeepsie" Junior League Annual Report 1979-1980.
- 5 "Junior League Entertains at Home of Mrs. George Hoag" Eagle-News November 20, 1928; "Glebe History Given League" Eagle-News March 19, 1935; "We Have an Obligation to Preserve the Glebe House City Junior League Told" Poughkeepsie New Yorker November 4, 1958.
- 6 "Glebe House to be Refurnished by Two Groups" Poughkeepsie New Yorker December 4, 1955; Myers, Helen. "Memorial Room Taking Shape in Historic Glebe House" Poughkeepsie New Yorker November 23, 1958.
- 7 "Glebe House Honors Women Saviors" Poughkeepsie Journal June 17, 2004.

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- "History of the Junior League of Poughkeepsie" Junior League Annual Report 1979-1980. (Collection of Adriance Memorial Library)
- "Young Women Here to Organize Junior League" Eagle-News December 3, 1919.
- "Junior League Lists 40th Birthday Events" Poughkeepsie New Yorker December 9, 1959.
- "Junior League Events Mark 50 Years of Service" Poughkeepsie Journal November 16, 1969.
- "What the Junior League Does" Program for Junior League Christmas Charity Ball 1928 (Collection of Adriance Memorial Library)
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- "Christ Church Rectories" Daily Eagle November 3, 1903.
- Gindra Greenhouse advertisement Daily Eagle December 24, 1909.
- "Gindra Greenhouses are Like Southland" Eagle-News February 5, 1923.

Glebe House 1930s

- "Glebe House Work Started" Eagle-News July 16, 1930.
- "Junior League Group to Open Glebe House" Eagle-News October 9, 1937.

Glebe House 1940s

- "Glebe House is Museum" Sunday New Yorker April 27, 1940.
- "1767 Glebe House Built for Parson" Poughkeepsie New Yorker July 25, 1943.
- "Glebe House Bid Submitted" Sunday New Yorker October 11, 1947.
- "City to Lease Glebe House" Sunday New Yorker September 16, 1947.
- "Common Council Considers Proposal to Extend Glebe House Trusteeship Under New Lease" Poughkeepsie New Yorker September 17, 1946.
- "Rieser Points Out Failures on Glebe Pact" Poughkeepsie New Yorker March 16, 1948.
- "Glebe House Crowds Barred" Poughkeepsie New Yorker April 5, 1948.
- "Junior League Votes to End Partial Control of Glebe House" Poughkeepsie New Yorker December 7, 1948.
- "Leahy Votes Against Drawing New Lease for Glebe House" Poughkeepsie New Yorker October 22, 1946.

"Funds to Be Asked for the Glebe House" Poughkeepsie New Yorker October 21, 1949.

"Council Gets Report on Glebe House Lease" Poughkeepsie New Yorker October 21, 1947.

Glebe House 1950s

"Board Discusses Glebe House Work" Poughkeepsie New Yorker October 20, 1950.

"Repairs to Historic Glebe House Completed" Poughkeepsie New Yorker August 6, 1950.

Myers, Helen. "Memorial Room Taking Shape in Historic Glebe House" Poughkeepsie New Yorker November 23, 1958.

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"Plans Made to Mark 200th Birthday of Glebe House" Poughkeepsie Journal May 4, 1967.

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"Tales of Field Mouse Pie Brings on the Yucks" Poughkeepsie Journal December 20, 1983.

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"Historical Groups Preserve Past, Face Uncertain Future" Poughkeepsie Journal February 14, 1999.

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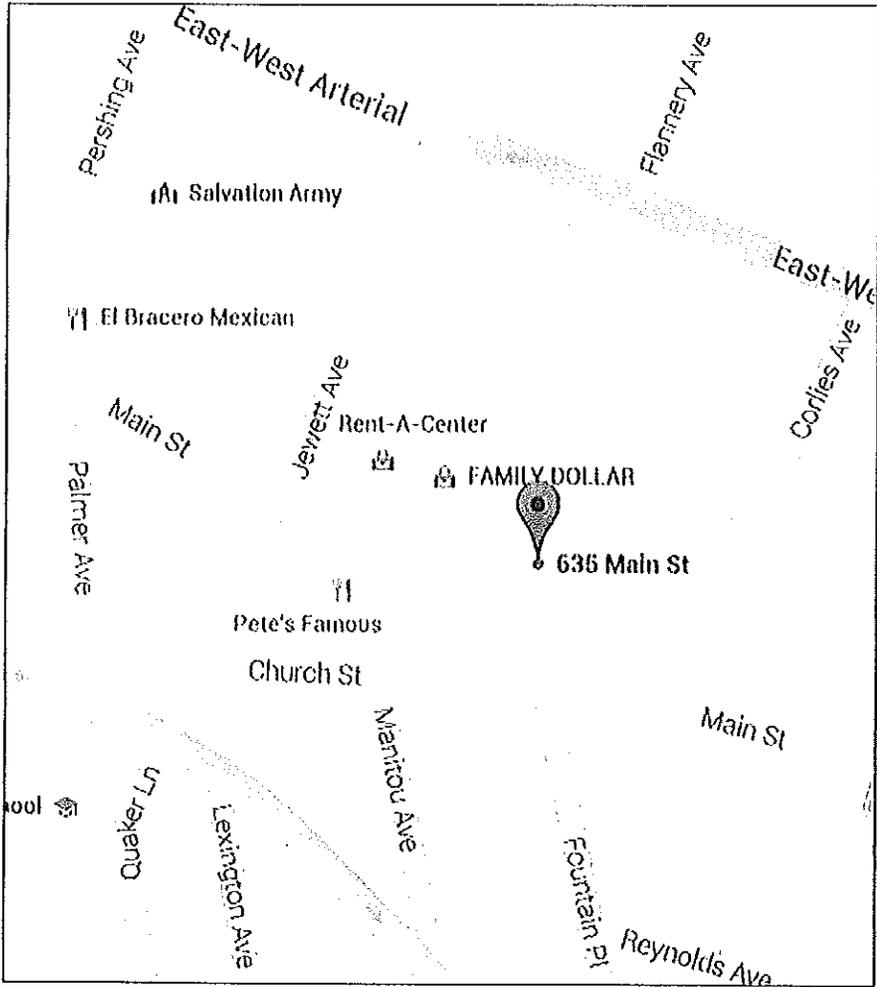
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"William Schickle" Editorial Poughkeepsie New Yorker February 26, 1943.
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"Daniel W. Wilbur" Eagle-News August 19, 1935.
"Joseph Morschauser" Poughkeepsie New Yorker November 3, 1947.
"John Sague" Poughkeepsie New Yorker November 9, 1957.
"John J. Mylod" Eagle-News April 2, 1936.
"Francis W. Platt" Eagle-News July 8, 1929.
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"Dr. Poucher" Poughkeepsie New Yorker February 17, 1948.
Photos: J. Wilson Poucher, Daniel Wilbur, Etheline Van Kleeck, Katherine Sague, Gretchen Schickle, Helen Wilkinson Reynolds (Collection of Adriance Memorial Library); John J. Mylod (Mylod Family Collection)

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"More than Half the Sum Raised for the Glebe House" Eagle-News September 11, 1928.
"Glebe House in Main Street to be Razed" Eagle-News October 5, 1927.
"Saving the Glebe House" Editorial Eagle-News June 13, 1928.
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"Project of County Museum There Endorsed While Others Favor Turning It into a City Park" Eagle-News October 6, 1927.
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"Here's Glebe House of Today! What Tomorrow?" Eagle-News October 19, 1927.
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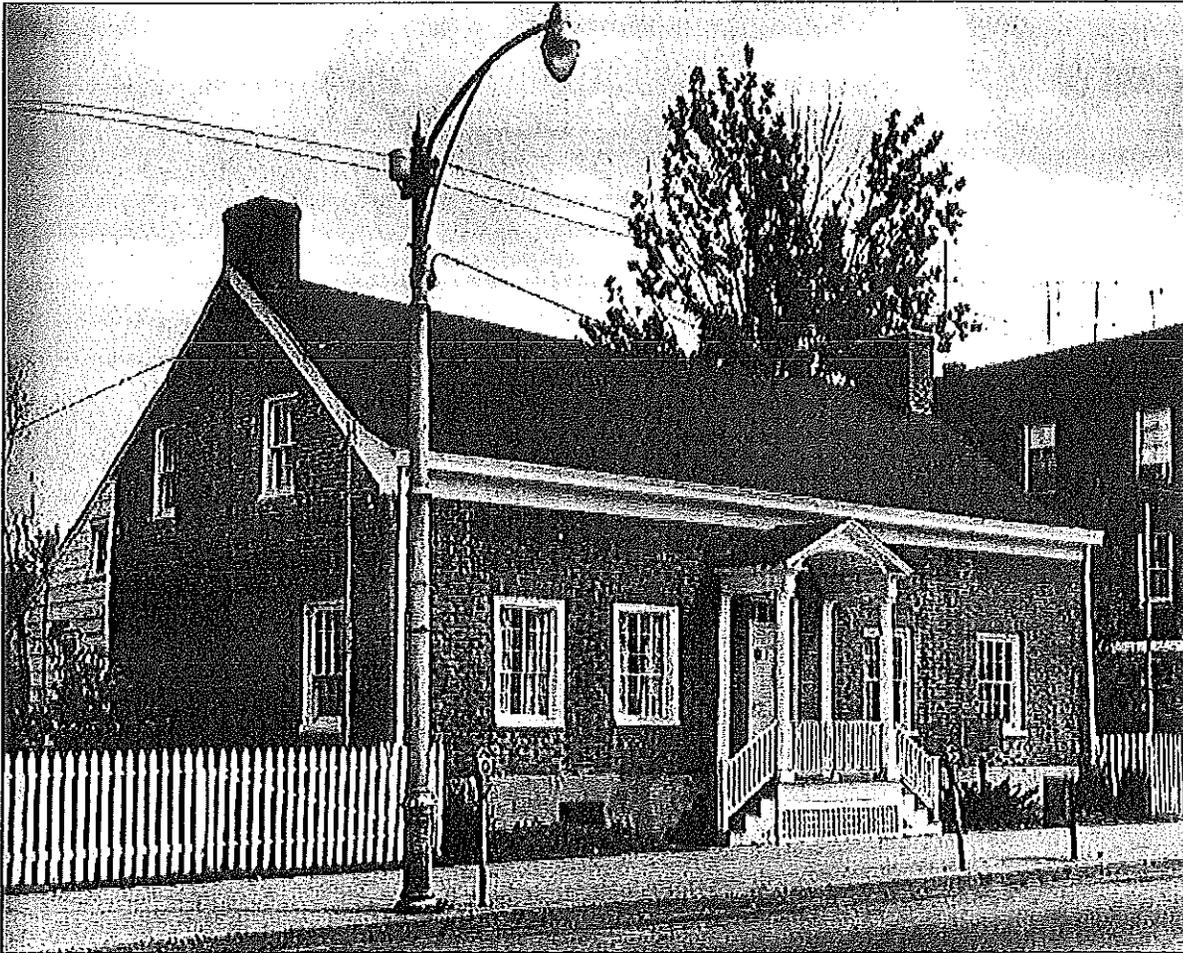
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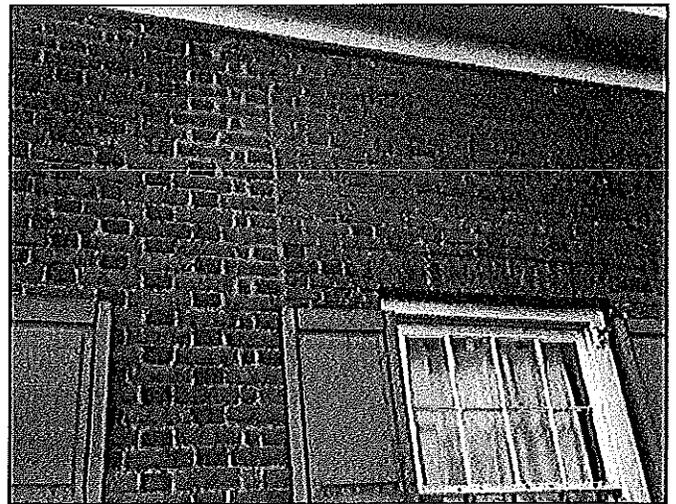
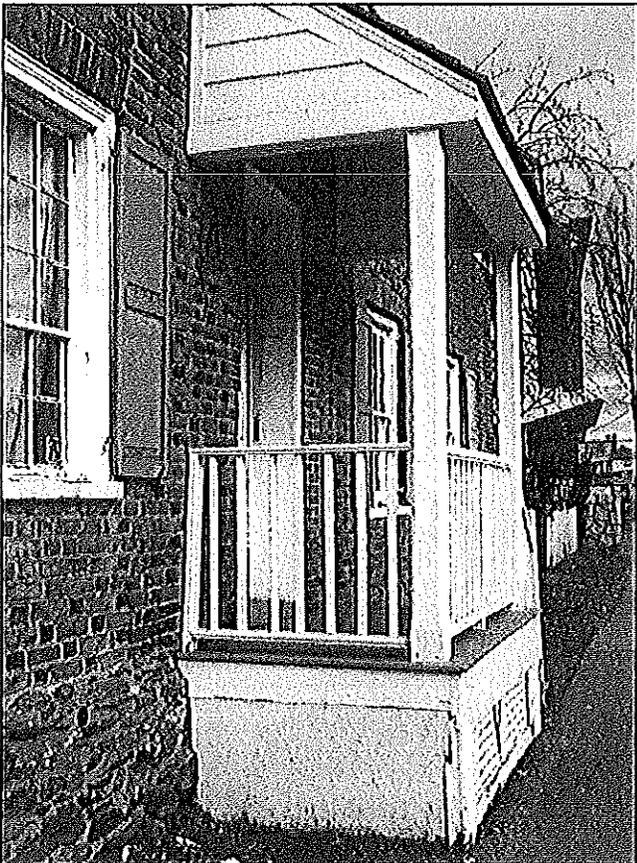
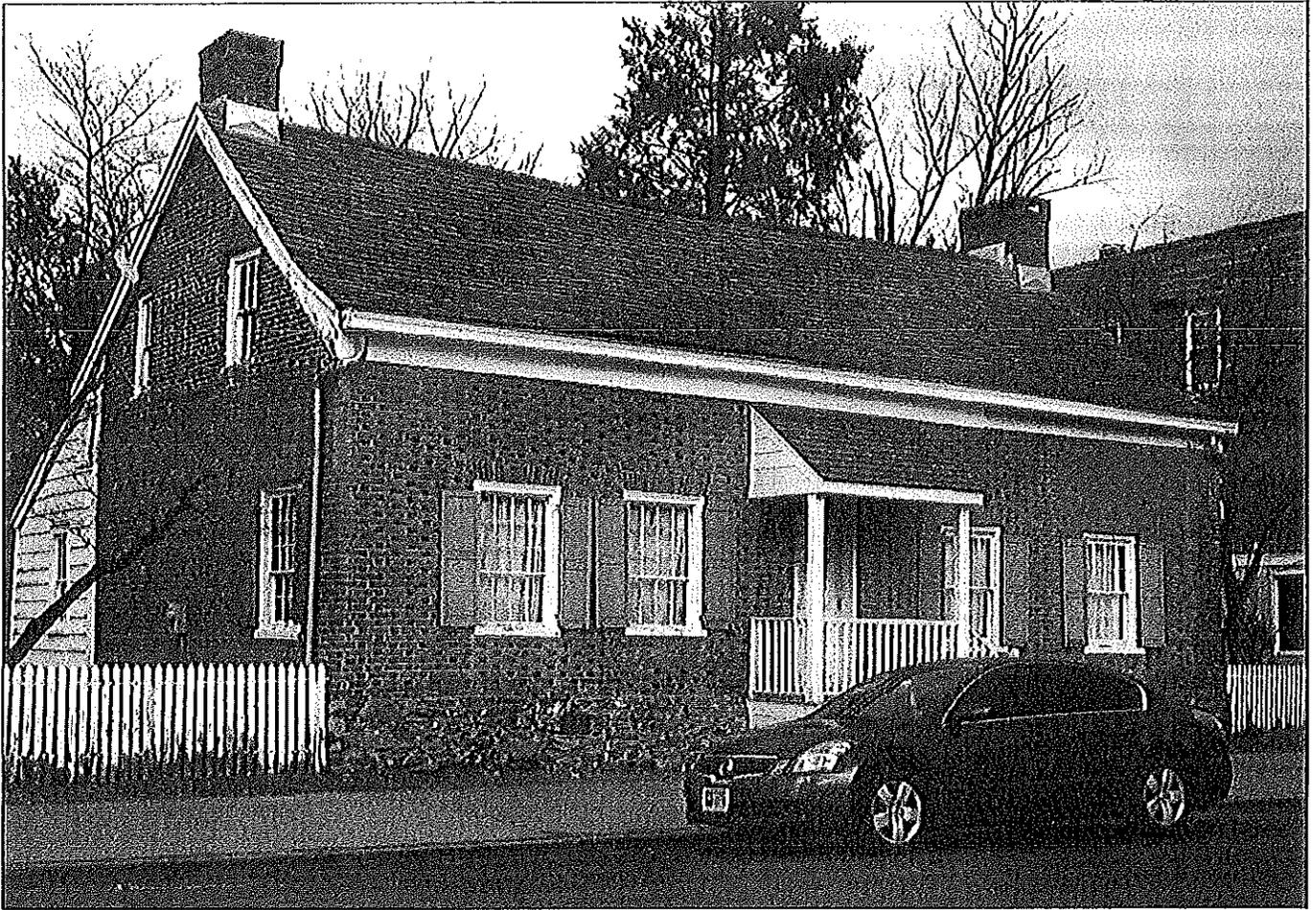
Current Maps: 635 Main Street



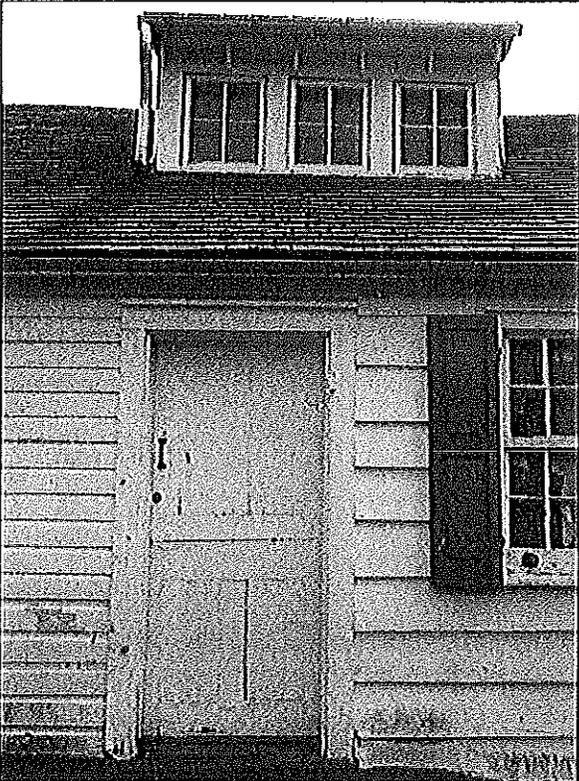


South and West Facades: (Above) c. 1969 (photo by Charles Eggert for *Landmarks of Dutchess County 1683-1867*) (Below) c. 1980 (National Register of Historic Places Resource Inventory photo)

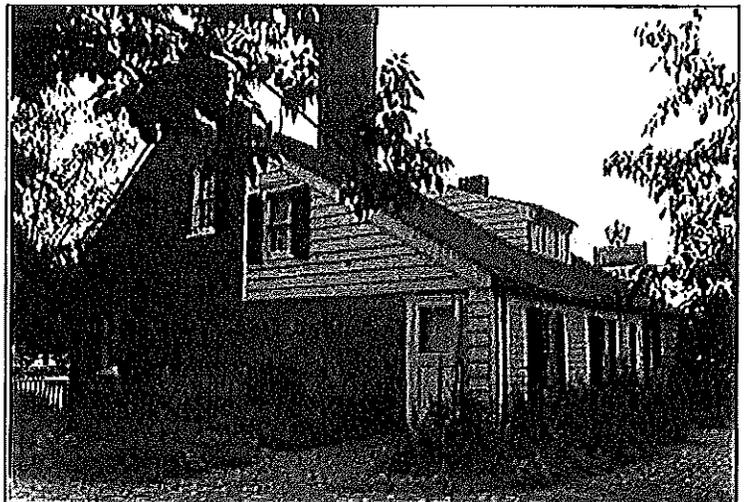




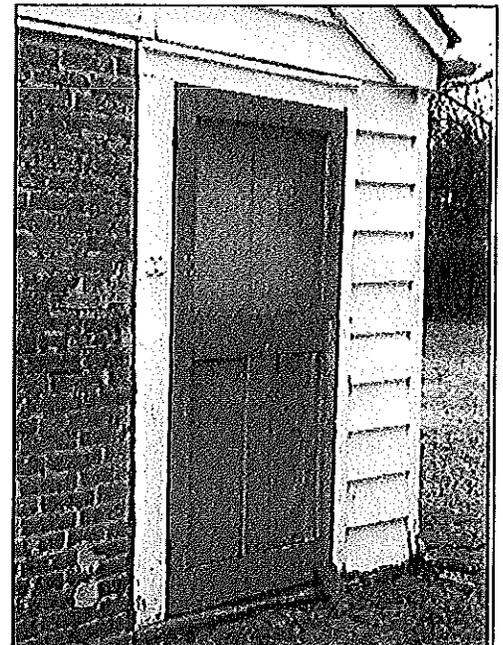
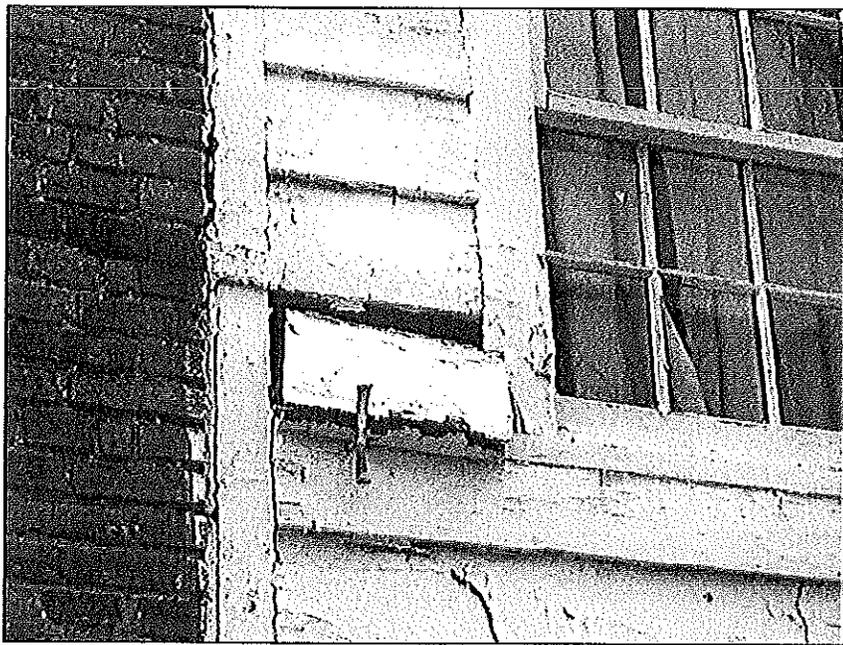
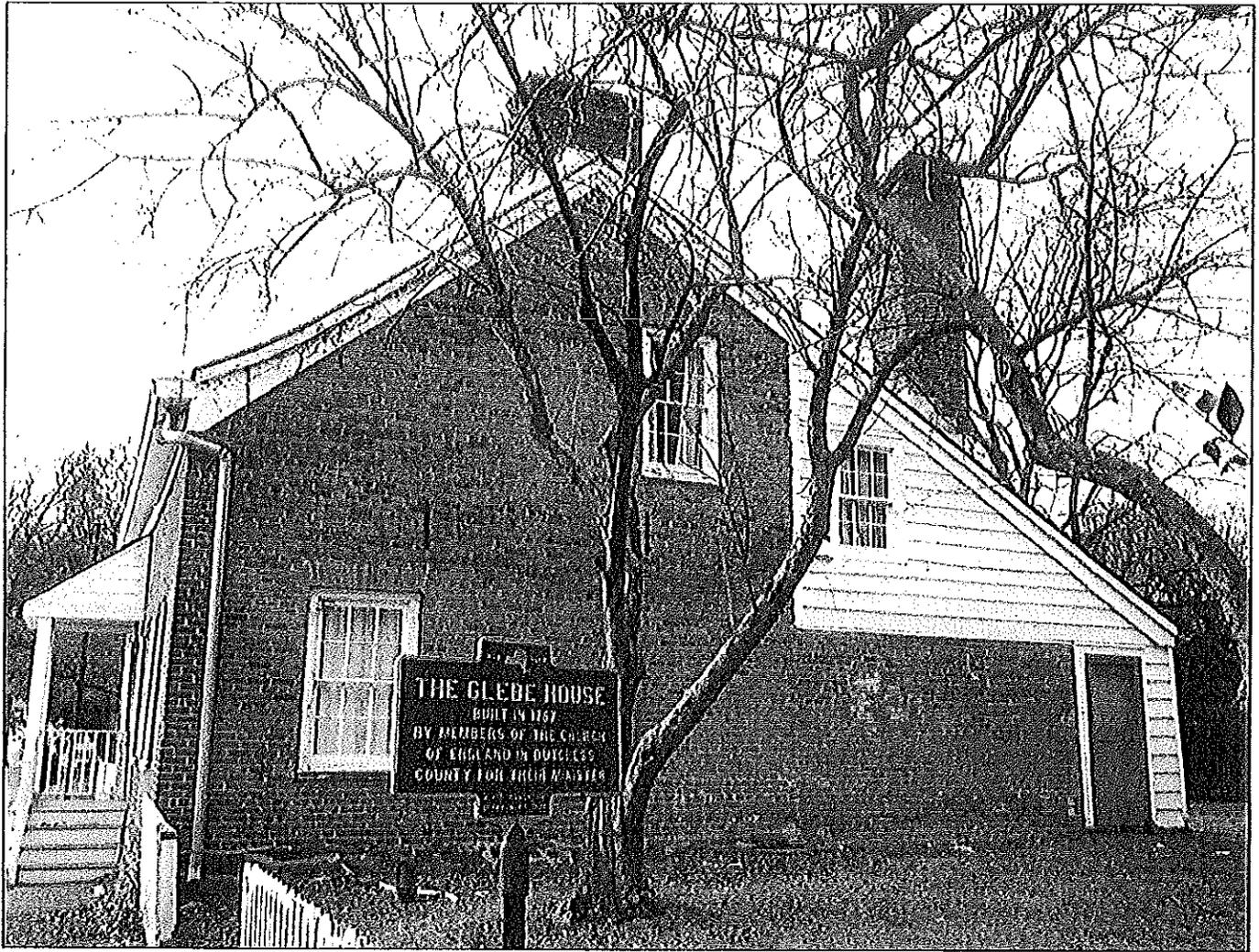
South (front) Facade



North (rear) Facade



(Right black and white photo): East and North Facades c. 1980 National Register of Historic Places Survey photo



East Facade



West Facade



Rear Garden Area



East side Garden Area



West side Garden Area

Mid-Hudson Heritage Center
317 Main Street
Poughkeepsie, NY 12601
845-485-8506
email: info.heritagecenter@gmail.com
March 24, 2016

Historic District & Landmark Preservation Commission
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Re: Glebe House
635 Main Street

Dear Commissioners,

The Mid-Hudson Heritage Center supports the placement of the City-owned Glebe House Historic Site on the local historic register. The house has been underused in recent years and largely out of the public conscience; however, it represents one of the few remaining pre-Revolutionary War structures in the City and could play an important role in the revitalization of Main Street.

Poughkeepsie has had a long history and has played a noteworthy part in the development of the Hudson Valley. The importance of the Glebe House to this history is well documented. Heritage tourism has become a major contributor to the economy of the Hudson Valley; however, there currently is no place a visitor can come to learn of the City's history. Discussions with the board of the Mid-Hudson Heritage Center, representatives of Christ Church (which originally built the house in 1767), and local historians has led us to believe that the Glebe House is an appropriate site to tell Poughkeepsie's story.

The Mid-Hudson Heritage Center is a non-profit, tax exempt organization that, with other interested parties, could operate the Glebe House for the public benefit. Our spaces at 317 Main and 485 Main attract many to the City for arts and cultural events; we believe that the Glebe House, although smaller and historically sensitive, could become part of the City's reinvigoration efforts. The house is an important landmark in the City and could be a significant attraction for heritage tourists, students, visitors to the Walkway, and residents. Local protection could assure that the house and the early history of Poughkeepsie receive their appropriate recognition.

Sincerely,

Roy T. Budnik (signed)

Roy T. Budnik, PhD
Board President

Public Hearing on the Glebe House
Historic District and Landmarks Preservation Commission
March 24, 2016

I am here on behalf of Christ Episcopal Church, 20 Carroll Street, Poughkeepsie, to express support for the efforts underway to continue preservation of, and public-use access to, the Glebe House, located at 635 Main Street in Poughkeepsie.

The Glebe property was acquired in the early 1760s, and a house built on it in 1767, to provide accommodations and a farm for the first Rector of Christ Church, the Rev. John Beardsley. He was of Tory or Loyalist persuasion. He and his family lived on the property until December 1777, and at that time, at the insistence of the Committee on Safety and with the permission of Governor Clinton, they were sent downriver to New York City. Mr. Beardsley served in New York as the chaplain of Beverly Robinson's Loyal American Regiment for the duration of the war years, and when it ended he sailed to New Brunswick, Canada, as did many other Loyalists, and he continued service as a clergyman in that province for many years.

Christ Church then transferred the land in 1792 to John and Andrew Dunn, holding a mortgage on the property. When the Duns failed to pay the mortgage, the property was then sold to Nathaniel Bosworth in 1795. This ended the role of the church as owner of the property.

In recent months, our Rector, the Rev. Susan Fortunato, was made aware that the organizations which have held stewardship of the Glebe House property in recent years are planning to surrender that role. It does not seem advisable for Christ Church to assume that responsibility. Two large buildings owned by Christ Church, both well more than a hundred years old, plus the surrounding block of open space (which is maintained as a park for the surrounding neighborhood), are heavily used. They continue to require constant maintenance and care.

However, there would be great interest on the part of Christ Church in seeing the Glebe House property continue to be preserved and used as an important historic and cultural resource in the community. We would hope that the emergence of other cultural resources along Main Street, including Art Centro and the planned-for developments at the Trolley Barn, might provide a framework in which the Glebe House property might continue in an appropriate public use. The Folk Arts Program, under the sponsorship of Arts Mid-Hudson, has an impressive history of public programs, and this might be worthy of consideration. Christ Church would be happy to participate in continuing discussions about the ways in which the Glebe House property can continue to function as a valued resource in the City of Poughkeepsie.

Mary M. Flad, 115 Academy Street
(on behalf of the Rev. Susan Fortunato, Rector of Christ Church, 20 Carroll Street)

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

CC MEETING 4/18/16
ITEM # VIII-1

April 13, 2016

COMMON COUNCIL
CITY OF POUGHKEEPSIE

Re: Amendment to Chapter 13-180 (Motor Vehicle & Traffic) as it pertains to North Hamilton Street between Mill Street and Thompson Street

Dear Chairman Petsas and Councilmembers:

The City has received a request from Brian Doyle of the Family Partnership Center to increase the No Parking Zone across the street from the Family Partnership. The change will effectively remove two on-street parking spaces and will increase the site-line distance for vehicles exiting the City owned parking-lot on North Hamilton Street.

The request was reviewed by Acting Chief Pape and Councilwoman Johnson who concur with the request. DPW has measured and recommends the distance contained in the Ordinance.

Please let me know if additional information is requested by the Council.

Very truly yours,

CITY OF POUGHKEEPSIE

Paul Ackermann, Esq.
Corporation Counsel

PA:nlbg
Enclosures

**ORDINANCE AMENDING §13-180
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES
AND TRAFFIC"**

(O-16-03)

INTRODUCED BY COUNCILMEMBER _____ :

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

SECTION 1: §13-180 of the City of Poughkeepsie Code of Ordinances is hereby amended by the following additions and deletions:

Section 13-180 Parking prohibited at all times.

When appropriate signs giving notice thereof are erected, parking upon the following streets or parts of streets shall be prohibited at all times:

North Hamilton Street, west side, beginning at a point [50] 162 feet north of the Fallkill Bridge and continuing southerly therefrom to a point 50 feet south of the Fallkill Bridge

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____ :

ADDITIONS denoted by **Bold** and **Underlining**

DELETIONS denoted by Brackets [] and ~~Strikethrough~~

Michelle Almeida, Attorney At Law

27 Shale Road, Wassaic, New York 12592
Phone (845) 605-8050 • Fax (866) 485-1591
MAlmeidalaw@gmail.com

April 7, 2016

Via Hand Delivery

City of Poughkeepsie
Attention: City Clerk
62 Civic Center Plaza
Poughkeepsie, NY 12601

Re: Pickled & Smoked Inc. dba Morty's Delicatessen
File No.: 1006.0000

Dear Sir/Madam:

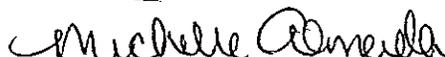
Enclosed herewith please find an original, signed *Standardized Notice Form for Providing 30-Day Advanced Notice to a Local Municipality or Community Board* to provide the City of Poughkeepsie City Clerk with advance notice of Pickled & Smoked Inc.'s intent to submit an on-premises application for beer, wine and cider with the New York State Liquor Authority. Pickled & Smoked Inc. is seeking to open and operate a delicatessen known as "Morty's Delicatessen" at 296 Main Street in the City of Poughkeepsie.

The enclosed Notice Form is being provided to you pursuant to the Alcohol Beverage Control Law § 110-B which requires that an applicant for a license to sell beer, wine and cider at retail for consumption on the premises shall notify the Clerk of the Village, Town or City by certified mail, return receipt requested, overnight delivery service with proof of mailing, or personal service with proof of receipt not less than thirty (30) days prior to the submission of its application for a license with the State Liquor Authority.

By service of this letter and the enclosed Notice to the City of Poughkeepsie, the applicant is also requesting that the City waive the thirty (30) day notice requirement. If the City agrees to waive said thirty (30) day requirement, please notify me in writing at your earliest convenience.

Thank you for your cooperation and courtesies.

Very truly yours,


Michelle Almeida, Esq.

Enclosure

CITY OF POUGHKEEPSIE
CITY CLERK
2016 APR - 7 PM 3:22

ACKNOWLEDGEMENT OF RECEIPT OF 30-DAY NOTICE LETTER AND
SLA FORM FOR PICKLED & SMOKED INC. DBA MORTY'S DELICATESSEN
ON APRIL 7, 2016 BY THE CITY CLERK'S OFFICE

| | | |
|--------------------------------|-------------------------------|------------|
| OFFICE USE ONLY | | |
| <input type="radio"/> Original | <input type="radio"/> Amended | Date _____ |



State Liquor Authority

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

1. Date Notice Was Sent: 1a. Delivered by:

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

- New Application Renewal Alteration Corporate Change Removal Class Change

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

For **Renewal** applicants, set forth your approved Method of Operation only.

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

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

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

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

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

3. Name of Municipality or Community Board:

Applicant/Licensee Information

4. License Serial Number, if Applicable: Expiration Date, if Applicable:

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

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

9. Business Telephone Number of Applicant/Licensee:

10. Business Fax Number of Applicant/Licensee:

11. Business E-mail of Applicant/Licensee:

12. Type(s) of Alcohol sold or to be sold: Beer & Cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

13. Extent of Food Service: Full food menu; Full Kitchen run by a chef or cook Menu meets legal minimum food availability requirements; Food prep area at minimum

14. Type of Establishment:

15. Method of Operation: (Check all that apply)

Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.):

Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

Video/Arcade Games Third Party Promoters Security Personnel

Other (specify):

16. Licensed Outdoor Area: (Check all that apply)

None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure

Sidewalk Cafe Other (specify):

| | | |
|--------------------------------|-------------------------------|------------|
| OFFICE USE ONLY | | |
| <input type="radio"/> Original | <input type="radio"/> Amended | Date _____ |



State Liquor Authority

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

(Page 2 of 2)

17. List the floor(s) of the building that the establishment is located on:

18. List the room number(s) the establishment is located in within the building, if appropriate:

19. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

20. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.

22. Does the applicant or licensee own the building in which the establishment is located? Yes (If Yes SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

23. Building Owner's Full Name:

24. Building Owner's Street Address:

25. City, Town or Village: State: Zip Code:

26. Business Telephone Number of Building Owner:

Representative or Attorney representing the Applicant in Connection with the application for a license to traffic in alcohol at the establishment identified in this notice

27. Representative/Attorney's Full Name:

28. Street Address:

29. City, Town or Village: State: Zip Code:

30. Business Telephone Number of Representative/Attorney:

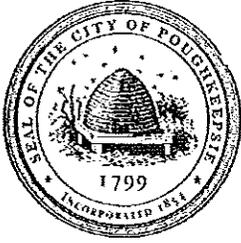
31. Business Email Address:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name: Title:

Signature: X



THE CITY OF POUGHKEEPSIE
NEW YORK

COMMON COUNCIL MEETING
MINUTES

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

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL

II. REVIEW OF MINUTES:

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

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

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

REMOVE:

VII. MOTIONS AND RESOLUTIONS:

1. FROM CHAIRMAN PETSAS, Resolution R16-30, approving appointments to the Industrial Development Agency.
5. FROM CHAIRMAN PETSAS, Resolution R16-38, approving an appointment to the Waterfront Advisory Committee (WAC).

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

COMMON COUNCIL MEETING

Time: 6:30 p.m.

Date: Monday, April 4, 2016

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

Public Comment Sign-up

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

Please clearly print your name and address below:

1. TANIA PINEDA Davis Place
2. GUS KAZOGLIAS 47 NOXWOOD ST
3. KEW STICKLER 118 CATHERINE
4. LAURIE SANDHU 201 S GRAND

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

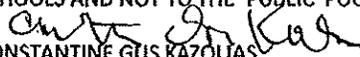
I HAVE SPOKEN BEFORE THE CITY'S SEMI-ANNUAL DEPARTMENTAL HEADS MEETING REGARDING 'GARBAGE'!!! AS FORMER NYC MAYOR JULIANI'S 'BROKEN WINDOWS POLICY' IT IS APPLICABLE AND PREVALENT IN THE CITY OF POUGHKEEPSIE; THUS, PERMEATING THROUGHOUT THE NEIGHBORHOODS LIKE A RAT INFESTED CANCER. THE MAIN CULPRITS ARE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

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

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

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

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


CONSTANTINE GUS KAZOLIAS

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



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

Poughkeepsie's community, diversity and biodiversity!

10AM, MAIN STREET & FALL KILL CLEANUPS

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

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

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

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

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

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

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



TO PARTICIPATE OR VOLUNTEER TO HELP, CONTACT: PKEARTHDAY@GMAIL.COM

FOLLOW US ON FACEBOOK: [HTTPS://WWW.FACEBOOK.COM/POUGHKEEPSIE-EARTH-DAY-1012299282141587/](https://www.facebook.com/poughkeepsie-earth-day-1012299282141587/)

V. MAYOR'S COMMENTS:

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

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

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

VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

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

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

VII. MOTIONS AND RESOLUTIONS:

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



The City of Poughkeepsie
New York

Ronald Knapp
Acting City Administrator

March 30, 2016

COMMON COUNCIL
City of Poughkeepsie

Re: Dutchess County Municipal Consolidation & Shared Services Grants Acceptance

Dear Chairman Petsas and Members of the Common Council:

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

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

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

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

Municipal Building • 62 Civic Center Plaza • Poughkeepsie, NY 12601 • 845.451.4072 • 845.451.4201

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

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

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

(R-16-33)

INTRODUCED BY COUNCILMEMBER CHERRY

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

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

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

NOW THEREFORE,

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

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

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

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

SECONDED BY COUNCILMEMBER JOHNSON

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

File #11813

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

5. DEFENSE AND INDEMNIFICATION.

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

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

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

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

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

File #11813

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

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

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

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

The County must be named as the certificate holder.

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

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

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

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

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

File #11813

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

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

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

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

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

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

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

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

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

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

File #11813

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

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

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

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

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

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

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

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

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

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

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

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

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

File #11813

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

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

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

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

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

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

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

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

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

File #11813

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF POUGHKEEPSIE

Eoin Wrafter, Commissioner of
Planning & Development

BY: _____
Name: Robert Rolison
Title: Mayor

File #11813

Exhibit A
SCOPE OF SERVICES

ACTIVITY: Crisis Intervention Training

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

MAJOR WORK ACTIVITIES:

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

OUTCOMES:

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

DELIVERABLES:

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

Exhibit A
SCOPE OF SERVICES

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

Exhibit A
SCOPE OF SERVICES

ACTIVITY: Development of Fiscal Improvement Plan

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

MAJOR WORK ACTIVITIES:

The following major work activities:

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

OUTCOMES:

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

Exhibit A
SCOPE OF SERVICES

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

Exhibit B
Budget

Activity Name:

Crisis Intervention Team (CIT) Training

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

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

Exhibit B
Budget

Activity Name: Development of Fiscal Improvement Plan

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

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

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

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

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

(R16-34)

INTRODUCED BY COUNCILMEMBER JOHNSON

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

WHEREAS, the City of Poughkeepsie Police Department has received numerous

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

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

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

NOW THEREFORE,

BE IT RESOLVED, that an introductory Local Law, entitled “Local Law to Prohibit Aggressive Panhandling” be and it hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

BE IT RESOLVED, that the City Chamberlain be, and she hereby is authorized and directed to publish a Notice of Public Hearing to be held Monday, April 18, 2016 at 6:00 p.m. concerning the proposed local law.

SECONDED BY COUNCILMEMBER KLEIN

LOCAL LAW TO PROHIBIT AGGRESSIVE PANHANDLING

(LL-16-01)

INTRODUCED BY COUNCILMEMBER _____ :

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

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

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

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

AGGRESSIVE MANNER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Local Law shall take effect immediately upon its passage.

SECONDED BY COUNCILMEMBER

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

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

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

(R-16-35)

INTRODUCED BY COUNCILMEMBER JOHNSON

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

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

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

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

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

NOW THEREFORE,

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

SECONDED BY COUNCILMEMBER KLEIN

AGREEMENT BETWEEN
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK
AND
CITY OF POUGHKEEPSIE

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Signed _____

Robert G. Rolison
Mayor
City of Poughkeepsie

Date _____

Signed _____

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

Date _____

Exhibit A - Schedule

| Activity | Location | Time | Staff | Notes |
|---|---|------|-------|-------|
| Overview | Initial Presentation | | | |
| Participatory Review | Review of current charter with focus on identifying provisions for review | | | |
| Presentation to Mayor and City Council | Understanding of charter governmental and review process | | | |
| Presentation to the Public | Understanding of charter governmental and review process | | | |
| Creation of Charter review web presence | Creation of Web site with comments and interactive elements to engage the public | | | |
| Interviews | Creation of Interview? Charter review commission | | | |
| Blank ordinance | Interview current and former government officials and stakeholders about charter issues, and merge information from our interviews with the interviews already undertaken by the commission | | | |
| Research Agency and Options | A rank ordered list of provisions to review | | | |
| Research Agency | Answer: What are the current provisions, and why were they adopted in this way? | | | |
| Options | Answer: What are the options, what are best practices, and what are the pros and cons of each? | | | |
| Present research to the Commission | Public presentation and public comment | | | |
| Facilitated Decision Making Process | Come to a decision of how to address issues with the previously identified provisions of the charter | | | |
| Draft Report | Draft Comprehensive Report | | | |
| Present | Present Report to the Commission | | | |
| Review | Present Draft Report to the public and solicit comment | | | |
| Advise | Review draft if necessary based on public comment and input from officials and stakeholders | | | |
| | Subject to council's request we are available to advise in the drafting of language | | | |
| Promote | Public Presentation | | | |
| | Web / Social Media | | | |
| | Present the charter ordinance to the public in advance of the referendum and answer any questions that arise | | | |
| | Utilize web presence and social media to make awareness in advance of election day. | | | |

EXHIBIT B



Project Support Grant Agreement

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

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

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

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

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

Exhibit B

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

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

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

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

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

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

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

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

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

Exhibit B

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

ADDENDUM TO AGREEMENT

1. Upon Request, FOUNDATION shall submit his invoice for payments due under this Agreement, together with supporting documentation to the SPONSOR at City of Poughkeepsie, Office of the Commissioner of Assessment, 62 Civic Center Plaza, Poughkeepsie, New York 12601.

2. SPONSOR is exempt from all State and local taxes and will not be responsible for such portion of any invoice that is attributable to same. SPONSOR will provide FOUNDATION with documentation to assert such exemption on request of the CONTRACTOR.

3. The FOUNDATION shall maintain records appropriate to document and support the invoices submitted to the SPONSOR for payments due to FOUNDATION in accordance with this Agreement.

4. The parties hereto intend that the relationship with the SPONSOR shall be that of an independent contractor. No agent, employee or servant of the FOUNDATION shall be considered an agent, employee or servant of the SPONSOR. The SPONSOR is interested only in the results obtained under this Agreement; the time, manner and means of conducting the work are under the sole control of the FOUNDATION.

5. No member, official, or employee of the SPONSOR shall have any personal interest, direct or indirect, in this Agreement nor shall any such members, official, or employee participate in any decision relating hereto which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No members, official, or employee of the SPONSOR shall be personally liable to the FOUNDATION or any successor in interest in the event of any default or breach by the SPONSOR or for any amount which may become due to the FOUNDATION or successor on any obligations under the terms of this Agreement.

6. The FOUNDATION agrees for itself, its successors and assigns that the FOUNDATION shall not discriminate in the performance of his obligations under this Agreement upon the basis of race, color, religion, sex, handicap or national origin.

7. In the event of a material breach of any of the terms of this Agreement, the non-breaching party shall notify the breaching party in writing specifying the breach. The breaching party shall have ten (10) days from the date of written notice (the "Cure Period") to cure the breach. If the breach has not been cured within the Cure Period, then at its option the non-breaching party may either terminate this Agreement by sending written notice thereof to the breaching party or it may institute any proceedings necessary to obtain such remedy as it deems desirable, including but not limited to proceedings to compel specific performance.

8. For purposes of this Agreement, neither party shall be considered in default of its obligations provided for herein in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors and suppliers due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the party shall be extended for the period of the enforced delay.

9. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation hereunder shall be considered a waiver of any of the rights of that party with respect to any other default or breach. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

10. A notice or communication under this Agreement either party to the other shall be sufficiently

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

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

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

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

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

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

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

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

Acknowledged this ____ day of March, 2016

FOUNDATION
The Research Foundation for the
State of New York

CITY OF POUGHKEEPSIE

By: _____

By: Rob Rolison
ROBERT G. ROLISON, MAYOR

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

VIII. ORDINANCES AND LOCAL LAWS:

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

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

INTRODUCED BY COUNCILMEMBER PERRY:

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

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

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

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

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

SECONDED BY COUNCILMEMBER JOHNSON

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

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

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

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

X. NEW BUSINESS:

XI. ADJOURNMENT:

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

Dated: April 12, 2016

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

Respectfully submitted,

Deanne L. Flynn
City Chamberlain