



## **COMMON COUNCIL MEETING**

Common Council Chambers

Monday, March 21, 2016

6:30 p.m.

*6:00 p.m. Special Informational Meeting*

**(All City Department Heads will be present,  
and the public has the opportunity to ask questions.)**

**I. ROLL CALL**

**II. REVIEW OF MINUTES:**

**Common Council Minutes of March 10, 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 R16-26, approving appointments to the Waterfront Advisory Committee.**
- 2. FROM MAYOR ROLISON, Resolution R16-29, approving the reappointment of Ron Knapp as Acting City Administrator.**

3. **FROM CHAIRMAN PETSAS**, Resolution R16-30, approving appointments to the Industrial Development Agency.
4. **FROM CITY ADMINITRATOR KNAPP**, Resolution R16-31, approving the Collective Bargaining Agreement with the FFA (Fire Department).
5. **FROM CORPORATION COUNSEL ACKERMANN**, Resolution R16-32, approving the abandonment of Livingston Street between Lincoln Avenue and Fox Street.

**VIII. ORDINANCES AND LOCAL LAWS:**

**IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:**

1. **FROM COUNCILMEMBER CHERRY**, a communication regarding removing a condition from the property sold to Nubian Direction.
2. **FROM ASSISTANT CORPORATION AQEEL**, a communication regarding pan handling.
3. **FROM JUNE WELDON**, a notice of personal injury sustained on December 15, 2015.
4. **FROM CHARON JOHNSON**, a notice of property damage sustained on February 18, 2016.
5. **FROM CINDY MALE**, a notice of personal injury sustained on December 8, 2015.
6. **FROM CARMELO MELILLO**, a notice of property damage sustained on November 19, 2015.
7. **FROM LILLIAN VARELA-CERONE**, a notice of personal injuries sustained on February 4, 2016.

**X. UNFINISHED BUSINESS:**

**XI. NEW BUSINESS:**

**XII. ADJOURNMENT:**

**RESOLUTION  
(R16-29)**

**INTRODUCED BY COUNCILMEMBER \_\_\_\_\_ :**

WHEREAS, there currently exists a vacancy in the office of City Administrator; and

WHEREAS, in accordance with City Charter §3.08(b) the Mayor appointed an Acting City Administrator; and

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

WHEREAS, on January 2, 2016 the Common Council approved the appointment of Acting City Administrator Knapp for a period of ninety (90) days; and

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

WHEREAS, the City is currently undergoing a national search to find a successor City Administrator; and

WHEREAS, Mayor Rolison has communicated his desire to re-appoint Ronald J. Knapp as Acting City Administrator for an additional ninety (90) days; and

WHEREAS, the Common Council deems it to be in the best interest of the City and its residents that Acting City Administrator Knapp's term be extended for an additional ninety (90) days;

NOW, THEREFORE,

BE IT RESOLVED, that the pursuant to Section 3.08(b) of the City Charter, the Mayor's appointment of Ronald J. Knapp as Acting City Administrator is extended for a period of ninety (90) days commencing on April 1, 2016.

**SECONDED BY COUNCILMEMBER \_\_\_\_\_ .**

**RESOLUTION**  
(R-16-31)

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_ :

WHEREAS, the most recent Collective Bargaining Agreement between the City of Poughkeepsie (the "City") and Poughkeepsie Professional Firefighters Association Local 596, International Association of Firefighters, AFL-CIO expired on December 31, 2011; and

WHEREAS, representatives of the City and the Fire Department Union have negotiated on and settled upon certain financial terms and conditions to modify said Collective Bargaining Agreement which are set forth in the Memorandum of Agreement annexed hereto and made a part hereof, and

WHEREAS, the Fire Department's membership has ratified the terms of the settlement; and

WHEREAS, it is the desire of the Common Council to authorize and approve the financial terms of the settlement; and

WHEREAS, the 2016 City Budget must be amended to reflect the impact of the settlement, to the extent indicated in the attached schedule provided by the Finance Commissioner; and

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

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council does hereby authorize and approve the proposed settlement of the collective bargaining negotiations between the City and the Fire Department Union for a successor agreement for the period January 1, 2012 to December 31, 2016, containing the financial terms substantially in the same form and substance as set forth in the Memorandum of Agreement annexed hereto; and be it further

RESOLVED, that the Common Council does hereby authorize and approve the amendments to the 2016 City budget necessitated by the settlement and described in the schedule provided by the Finance Commissioner annexed hereto; and be it further

RESOLVED, that the Common Council does hereby authorize the Mayor to enter into a successor agreement with the Poughkeepsie Professional Firefighters Association Local 596, International Association of Firefighters, AFL-CIO, containing financial terms substantially in the same form and substance as set forth in the Memorandum of Agreement annexed hereto, and be it further

RESOLVED, that this resolution take effect immediately.

SECONDED BY COUNCILMEMBER \_\_\_\_\_.

# The City of Poughkeepsie

New York

PAUL ACKERMANN  
Corporation Counsel  
[packermann@cityofpoughkeepsie.com](mailto:packermann@cityofpoughkeepsie.com)



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

CC Meeting: 3/21/16  
Item # VII-5

March 16, 2016

COMMON COUNCIL  
City of Poughkeepsie

Re: Abandonment of Livingston Street

Dear Chairman Petsas and Council members:

Annexed hereto please find proposed resolution R-16-32 which has the effect of formally abandoning and closing that portion of Livingston Street between Lincoln Avenue and its intersection with the New York State DOT right-of-way at Route 9, in the City of Poughkeepsie. As you are aware, this is in response to the proposed construction of a state of the art medical facility by Vassar Brothers Hospital.

In accordance with General City Law §29 a public hearing on this matter took place on March 7, 2016. This matter may now be acted upon at your Council meeting on March 21, 2016.

Very truly yours,

CITY OF POUGHKEEPSIE

---

Paul Ackermann, Esq.  
Corporation Counsel

**RESOLUTION**  
**(R-16-32)**

**INTRODUCED BY COUNCILMEMBER \_\_\_\_\_:**

**WHEREAS**, Vassar Brothers Hospital (“Vassar Brothers”) is the sole owner of those properties abutting Livingston Street between Lincoln Avenue and its intersection with the New York State DOT right-of-way at Route 9, in the City of Poughkeepsie; and

**WHEREAS**, Vassar Brothers intends to construct a seven level, 696,000± square-foot pavilion for in-patients along with the re-construction and renovation of approximately 13,800 square feet of its existing hospital; and

**WHEREAS**, Vassar Brothers application requests the City formally abandon Livingston Street from its intersection with Lincoln Avenue and continuing to its intersection with Fox Street (including any ownership the City may have in the lands subject to a New York State Department of Transportation Right-of-Way) which by operation of law would revert to Vassar Brothers as the adjoining property owners; and

**WHEREAS**, the Law Department has advised that title to the relevant real property will revert to the abutting landowners by operation of law; and

**WHEREAS**, a continuation of the relevant portion of Livingston Street as a public street and the cost thereof will serve no useful public purpose; and

**WHEREAS**, pursuant to General City Law §29 a public hearing was held on March 7, 2016 to consider this matter; and

**WHEREAS**, pursuant to General City Law the matter has been referred to the Planning Board, and the Board has expressed that they have no objection to the proposed abandonment of said portion of Livingston Street;

**NOW, THEREFORE,**

**BE IT RESOLVED**, that pursuant to Sections 20(7) and 29 of the General City Law, the Common Council of the City of Poughkeepsie hereby determines that the discontinuance of the relevant portion of Livingston Street as a public street and the abandonment of same will serve the public interest of the residents of the City of Poughkeepsie; and be it further

**RESOLVED**, that the said portion of Livingston Street is and hereby shall be deemed discontinued and abandoned as a public street; and be it further

**RESOLVED**, that the official map of the City of Poughkeepsie shall be amended so as to reflect this abandonment and closing; and be it further

**RESOLVED**, that this Resolution shall not be deemed to take effect until such time as Vassar Hospital shall deliver to the City of Poughkeepsie, in recordable form, an Easement Agreement in form and substance satisfactory to the Mayor and the Corporation Counsel allowing for the maintenance by the City of Poughkeepsie of the water lines, sanitary sewers and storm drains beneath the relevant portion of Livingston Street; and be it further

**RESOLVED**, that the Mayor is hereby authorized to execute and deliver to the abutting landowners deeds to confirm their title to such real property as the Corporation Counsel shall determine has reverted to them upon the effectiveness of this Resolution, and also to execute and deliver such other and further documents, in form and substance satisfactory to the Corporation Counsel, as is necessary to carry out the intent of this Resolution.

**SECONDED BY COUNCILMEMBER** \_\_\_\_\_.

CCM 3/21/16

File #112927-03/seh

In the Matter of the Claim of

JUNE WELDON,

Claimant,

-against-

CITY OF POUGHKEEPSIE,

Respondent,

CITY OF POUGHKEEPSIE  
CITY CLERK  
406 MAR 10 PM 12:08

TO: CITY OF POUGHKEEPSIE

PLEASE TAKE NOTICE that the undersigned claimants hereby make claim and demand against you as follows:

1. The name and post-office address of each claimant and claimants' attorney is:

JUNE WELDON JUDITH MCEWAN  
Claimant Pro Se  
95 New Hackensack Road  
Wappingers Falls, NY 12590

2. The nature of the claim: Claim is for severe and serious permanent personal injuries, pain and suffering, lost earnings and Medical expenses sustained by claimant, JUNE WELDON.

3. The time when, the place where and the manner in which the claim arose: This claim arose on or about the 15<sup>th</sup> day of December, 2015, at approximately 11:00 A.M., on a certain sidewalk approximately 54 feet east of the fire hydrant on the west side of Market Street and then 27 feet north of the intersection of Market Street and Cannon Street, located in Poughkeepsie, County of Dutchess, State of New York, when the claimant, while lawfully walking thereon she was caused to be precipitated to the ground, thereby sustaining severe and serious personal injuries as a result of the negligence, wantonness, recklessness and carelessness of the respondents, CITY OF POUGHKEEPSIE, their agents, servants and/or



\*\*see attached rider to notice of claim\*\*

RIDER TO NOTICE OF CLAIM IN THE MATTER OF

-----x  
JUNE WELDON,

Claimant,

-against-

CITY OF POUGHKEEPSIE,

Respondent.

-----x

3. (continued)

employees in, among other things, as follows: allowing, causing and/or permitting the aforesaid sidewalk to be, become and remain in a hazardous, unsafe, dangerous, uneven and raised condition to persons lawfully thereon; in actively, negligently constructing, designing, planning, re-constructing, surfacing, re-surfacing, maintaining and/or repairing said sidewalk; in failing to provide an adequate and safe place to walk; in allowing, causing and/or permitting the surface of the sideway to be not level and uneven; in allowing, causing and/or permitting portions of the sidewalk to be raised up; in allowing, causing and/or permitting the surface to the sidewalk to be cracked; in allowing, causing and/or permitting depressions, holes and/or ruts to be, become and/or remain in the sidewalk; in failing to properly maintain, check, inspect and/or repair said sidewalk; in allowing, causing and/or permitting the sidewalk to be, become and/or remain in a state of disrepair; in allowing, causing and/or permitting the surface of the sidewalk to be in a dilapidated condition and in a state of ill repair; in actively, negligently maintaining a dangerous and hazardous condition; in allowing, causing and/or permitting pieces of the sidewalk to be missing; in failing to provide proper warnings to persons walking thereon of the existing conditions; in failing to properly fence off, block off and/or barricade off the areas of the dangerous conditions; in failing to inspect and report same to persons on said sidewalk; in failing to remedy or take precautionary steps in reference to the aforementioned conditions; in creating a trap; in failing to use that degree of caution, prudence and care which was reasonable and proper under the controlling circumstances; in failing to take those steps

necessary to avoid the contingency which occurred; in acting with a reckless disregard for the safety of others; in hiring inept,

\*\*See attached rider to Notice of Claim\*\*

RIDER TO NOTICE OF CLAIM IN THE MATTER OF

-----x  
JUNE WELDON,

Claimant,

-against-

CITY OF POUGHKEEPSIE,

Respondent.  
-----x

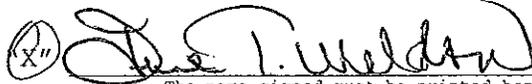
3. (continued)

incompetent and/or unskilled agents, servants and/or employees, and the respondent, its agents, servants and/or employees were in other ways negligent, wanton, reckless and careless.

4. The items of damage or injuries claimed are as follows: Claimant, JUNE WELDON, sustained severe and serious permanent personal injuries to her body, including, but not limited to fracture right ankle, contusion to right ankle and sprain and/or strain of right ankle, pain and suffering, lost earning and extensive medical bills. Exact extent of same is unknown at this time.

The undersigned claimant(s) therefore present(s) this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence an action on this claim.

Dated: March 3, , 2016

   
 The name signed must be printed beneath  
 JUNE WELDON

"X" \_\_\_\_\_  
 The name signed must be printed beneath

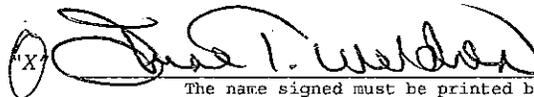
By: \_\_\_\_\_

INDIVIDUAL VERIFICATION

State of New York, County of Dutchess

ss.:

Being duly sworn, deposes and says that deponent is the claimant in the within action; that he has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

   
 The name signed must be printed beneath  
 JUNE WELDON

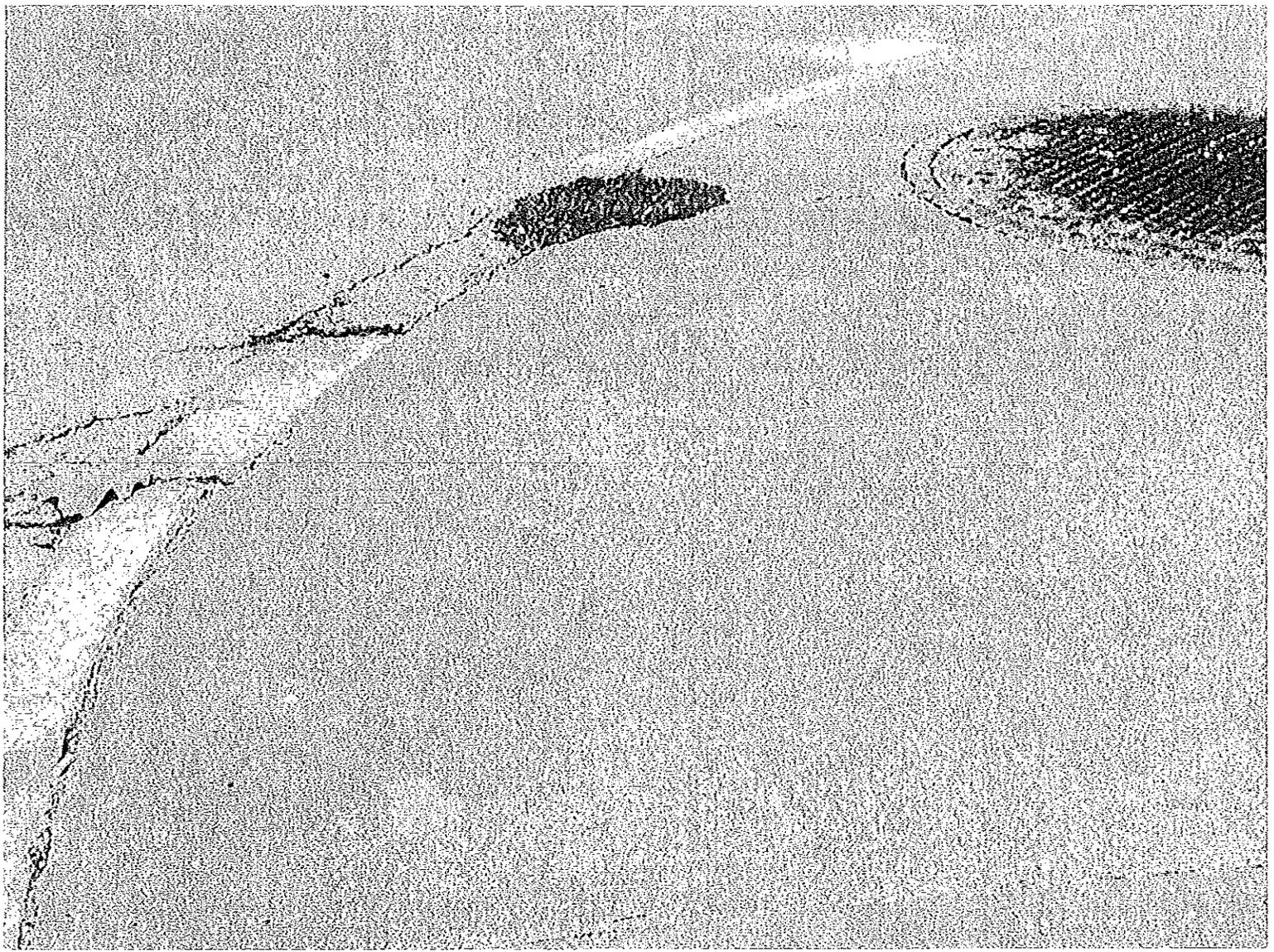
"X" \_\_\_\_\_  
 The name signed must be printed beneath

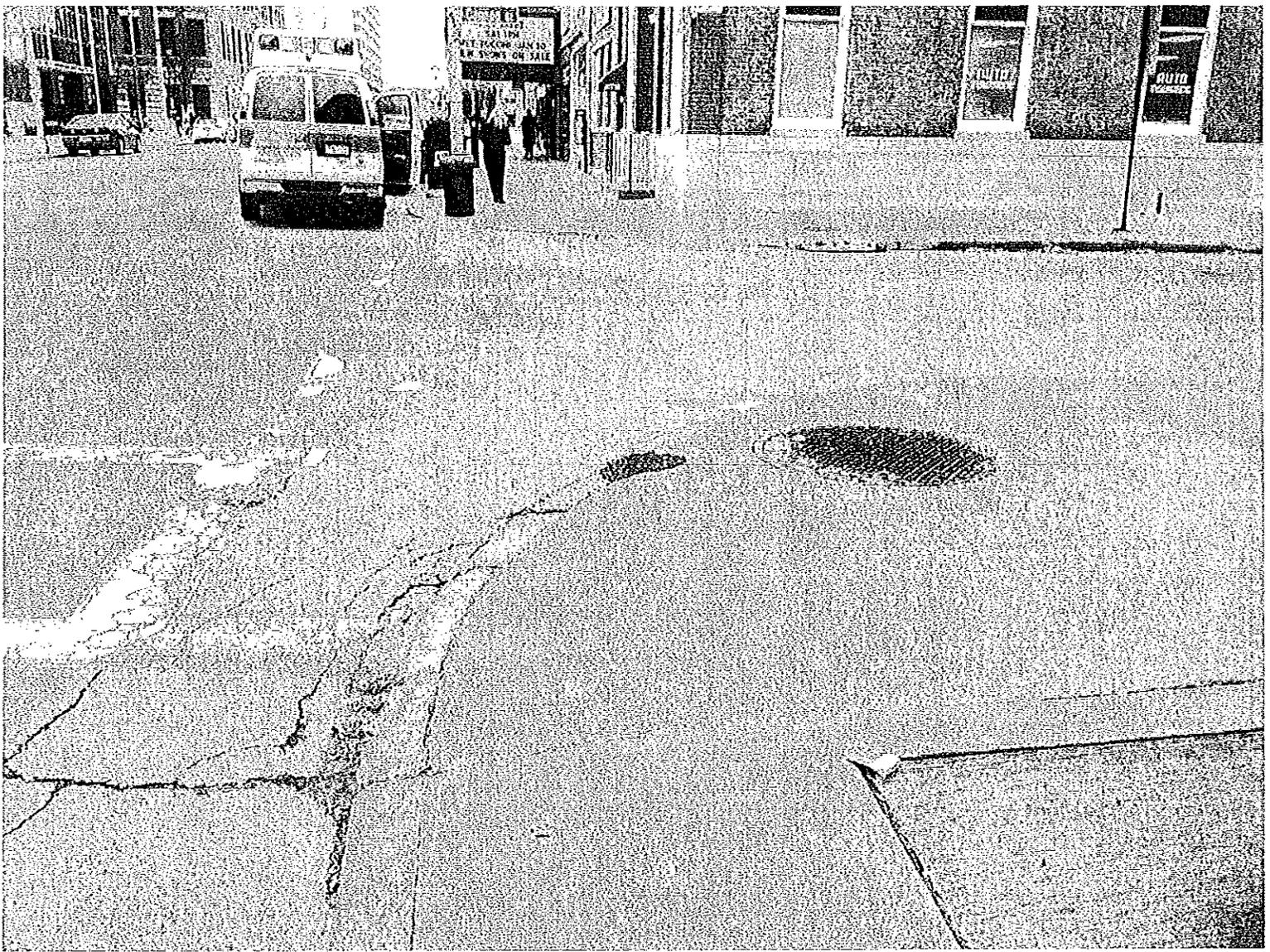
Sworn to before me, this  
 12<sup>th</sup> Day of January, 2016

   
 NOTARY PUBLIC

DOUGLAS K. RASMUSSEN  
 Notary Public State of New York  
 No. 01RA6035731  
 Qualified in Orange County  
 Commission Expires January 3, 2018







T  
North

Signal  
light  
000

Canon ST.

Crosswalk

Crosswalk

Sidewalk

Fire  
Hydrant

5' 4"

18'

45

MARKET ST.

Sidewalk

↑  
East

File  
112927

CCM 3/21/16

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM  
AGAINST  
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 03/3/16

NAME AND ADDRESS OF EACH CLAIMANT:

Charon Johnson  
96 South Hamilton Street apt C-6  
Poughkeepsie N.Y. 12601

TELEPHONE NUMBER: 845-546-9521

NAME AND ADDRESS OF ATTORNEY (IF ANY):

CITY OF POUGHKEEPSIE  
CITY CHAMBERLAIN  
2016 MAR 19 PM 1:39

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE): Police Car #8  
Passed by a parked car too closely southbound on Smith Street  
by East Street, causing the side mirror to hit driver side mirror of  
parked car. Estimate total \$543.07 on 2/18/2016 at 3:27 am on  
Smith Street.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Side mirror

Charon L. Johnson  
Signature of Claimant

Charon L. Johnson  
Signature of Claimant

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

Charon Johnson being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items, he/she believes it to be true.

Charon Johnson  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

Sworn to before me this 8 day of March, 2016  
St A JH  
Notary Public

STEVEN A. KOCH  
NOTARY PUBLIC, STATE OF NY  
NO. 011K08171995  
QUALIFIED IN DUTCHESS COUNTY  
COMMISSION EXPIRES 08/06/2019

NOTE: After submitting this form to the City Chamberlain, please direct any inquires to the Corporation Counsel at (845) 451-4065, Monday to Friday, 8:30 a.m. - 4:00 p.m.

# Vince's Auto Body Works

QUALITY SERVICE SINCE 1946  
185 Smith Street, Poughkeepsie, NY 12601  
Phone: (845) 454-3220  
FAX: (845) 485-4111

Workfile ID: 0bc2dcfd  
State ID: 7034149  
License Number: RS# 7034149

MIRROR

## Unrelated Prior Damage

Customer: **JOHNSON, CHERON**

### (Information Only)

Written By:

Insured: JOHNSON, CHERON  
Type of Loss:  
Point of Impact: 11 Left Front

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
JOHNSON, CHERON  
96 SO HAMILTON ST  
POUGHKEEPSIE, NY 12601  
(845) 546-9521 Evening

**Inspection Location:**  
Vince's Auto Body Works  
185 Smith Street  
Poughkeepsie, NY 12601  
Repair Facility  
(845) 454-3220 Business

**Insurance Company:**

## VEHICLE

Year: 2011	Body Style: 4D SED	VIN: 3N1AB6AP2BL659509	Mileage In:
Make: NISS	Engine: 4-2.0L-FI	License: GGP2389	Mileage Out:
Model: SENTRA SR	Production Date: 12/2010	State: NY	Vehicle Out:
Color: WHITE PEARL Int:	Condition:	Job #:	

### TRANSMISSION

Automatic Transmission

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

### DECOR

Dual Mirrors  
Body Side Moldings  
Tinted Glass

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls

### RADIO

AM Radio

FM Radio

Stereo  
Search/Seek  
CD Player  
Auxiliary Audio Connection

### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
Front Side Impact Air Bags  
Head/Curtain Air Bags

### SEATS

Cloth Seats  
Bucket Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Three Stage Paint

### OTHER

Fog Lamps  
Traction Control  
Stability Control  
Rear Spoiler  
Power Trunk/Gate Release

**Unrelated Prior Damage**

Owner: **JOHNSON, CHERON**

Vehicle: 2011 NISS SENTRA SR 4D SED 4-2.0L-FI WHITE PEARL

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT DOOR</b>					
2	**	Repl A/M LT Mirror assy w/power	96302ET01E	1	117.00	0.3	
3		Refn LT Mirror cover					0.8
4		Add for Three Stage					0.3
<b>SUBTOTALS</b>					<b>117.00</b>	<b>0.3</b>	<b>1.1</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			117.00
Body Labor	0.3 hrs @	\$ 55.00 /hr	16.50
Paint Labor	1.1 hrs @	\$ 55.00 /hr	60.50
Paint Supplies	1.1 hrs @	\$ 28.00 /hr	30.80
Subtotal			224.80
Sales Tax	\$ 224.80 @	8.1250 %	18.27
<b>Grand Total</b>			<b>243.07</b>

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

You are entitled to the return of all replaced parts, except warranty and exchange parts, but you must ask for them in writing before any work is done. If you authorize work by phone, the shop must keep any replaced parts, and make them available when you pick up the vehicle.

CCM 3/21/16

**VERIFIED NOTICE OF CLAIM**

In the Matter of the Claim of

**CINDY MALE**

-against-

**COUNTY OF DUTCHESS, CITY OF POUGHKEEPSIE, and  
CITY OF POUGHKEEPSIE DEPARTMENT OF PUBLIC  
WORKS**

**TO: County of Dutchess  
c/o Marcus J. Molinaro, County Executive  
22 Market Street  
Poughkeepsie, New York 12601**

**City of Poughkeepsie  
c/o Robert G. Rolison, Mayor  
62 Civic Center Plaza  
Poughkeepsie, New York 12601**

**City of Poughkeepsie Department of Public Woks  
c/o Chris Gent, Commissioner of Public Works  
26 Howard Street  
Poughkeepsie, New York 12601**

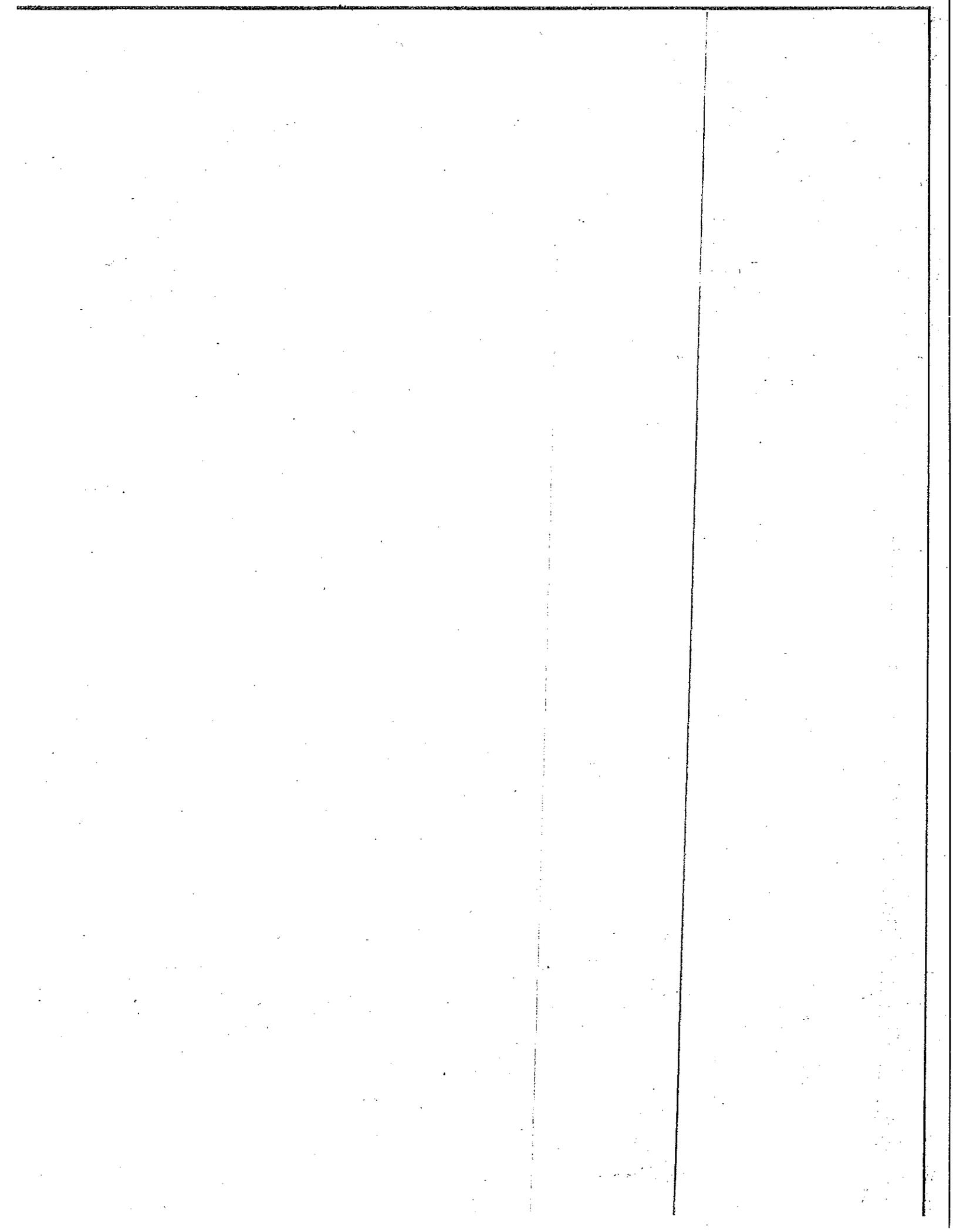
2016 MAR -2 AM 10:35  
CITY OF POUGHKEEPSIE  
CITY CHAMBERLAIN

**PLEASE TAKE NOTICE** that the undersigned Claimant hereby Claim and Demand against you as follows:

1. The name and post-office address of each Claimant and Claimant's attorneys are:

**CLAIMANT:**  
Cindy Male  
2 Daniels Court  
Poughkeepsie, New York 12603

**CLAIMANT'S ATTORNEYS:**  
SOBO & SOBO, L.L.P.  
One Dolson Avenue  
Middletown, New York 10941  
Brandon Cotter, Esq.



failure to act, creating a trap, failure to take those steps necessary to avoid the contingency which occurred herein, failure to inspect and report of dangers at the location described, failure to use that degree of caution, prudence, and care which was reasonable and proper under the controlling circumstances, failure to take cognizance of the notorious and hazardous conditions which in the exercise of reasonable diligence should have been known and recognized, acting with the reckless disregard for the safety of others, and the respondents, their agents, servants and/or employees were in other ways negligent to be investigated and to be discovered.

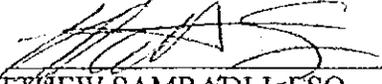
**3. The time when, the place where and the manner in which the claim arose:** The claim arose on or about the 8<sup>th</sup> day of December, 2015, at approximately 8:30 a.m. on the sidewalk located at 258 Hooker Avenue, in the City of Poughkeepsie, County of Dutchess, State of New York 12603. The manner in which this claim arose is that while the Claimant was lawfully walking on the sidewalk, she was caused to be precipitated to the ground by a defect which existed as a result of the Respondents' negligence, namely a broken and raised portion of the sidewalk which was in disrepair, a dangerous tripping hazard. Pictures of the area of the Claimant's fall are attached hereto as "Exhibit 1". The City of Poughkeepsie, the County of Dutchess and their agents, servants, and/or employees were negligent, reckless, and careless by failing to adequately address a dangerous condition on the sidewalk in the form of a broken and raised portion of the sidewalk. In addition, Respondents failed to address the dangerous condition within a reasonable amount of time after which the City of Poughkeepsie, and the County of Dutchess knew or should have known of the condition from prior written notice.

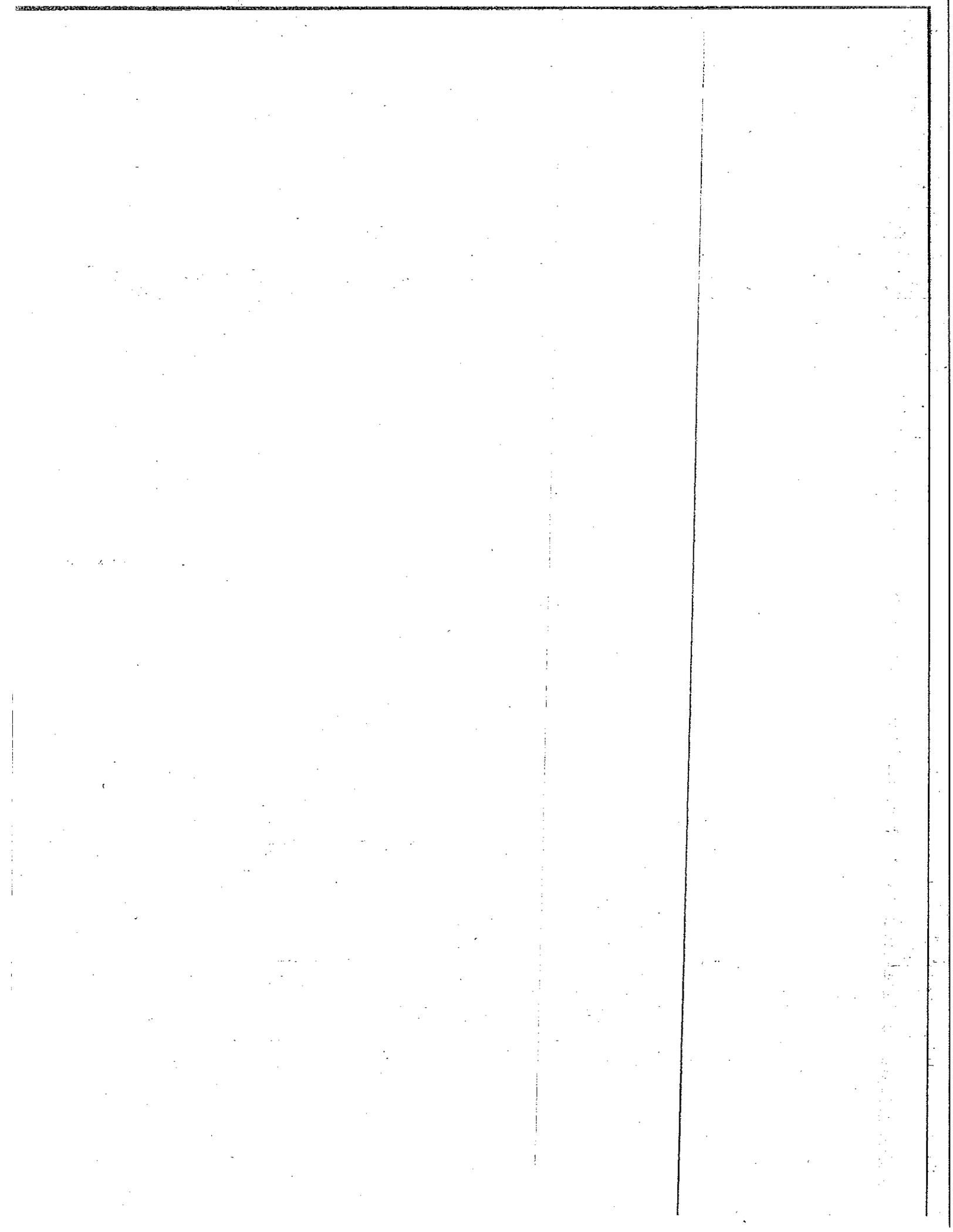
**4. The items of damage or injuries claimed are:** The Claimant sustained severe and serious permanent injuries to her mind and body, including, but not limited to, a severe fracture of the left radial styloid process, potentially requiring future surgery; contusion of the left eye; contusion of the face; accompanying severe pain, swelling and tenderness, and medical bills that are a result of the incident described herein.

**You are hereby notified that unless this claim is addressed within the time provided by law from the date of presentation to you, the Claimant intends to commence an action.**

Dated: February 24, 2016  
Middletown, New York

Respectfully,  
SOBO & SOBO, L.L.P

BY:   
MATTHEW SAMRADLI, ESQ.  
Attorneys for Claimant  
One Dolson Avenue  
Middletown, New York 10940  
(845) 343-7626



VERIFICATION

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

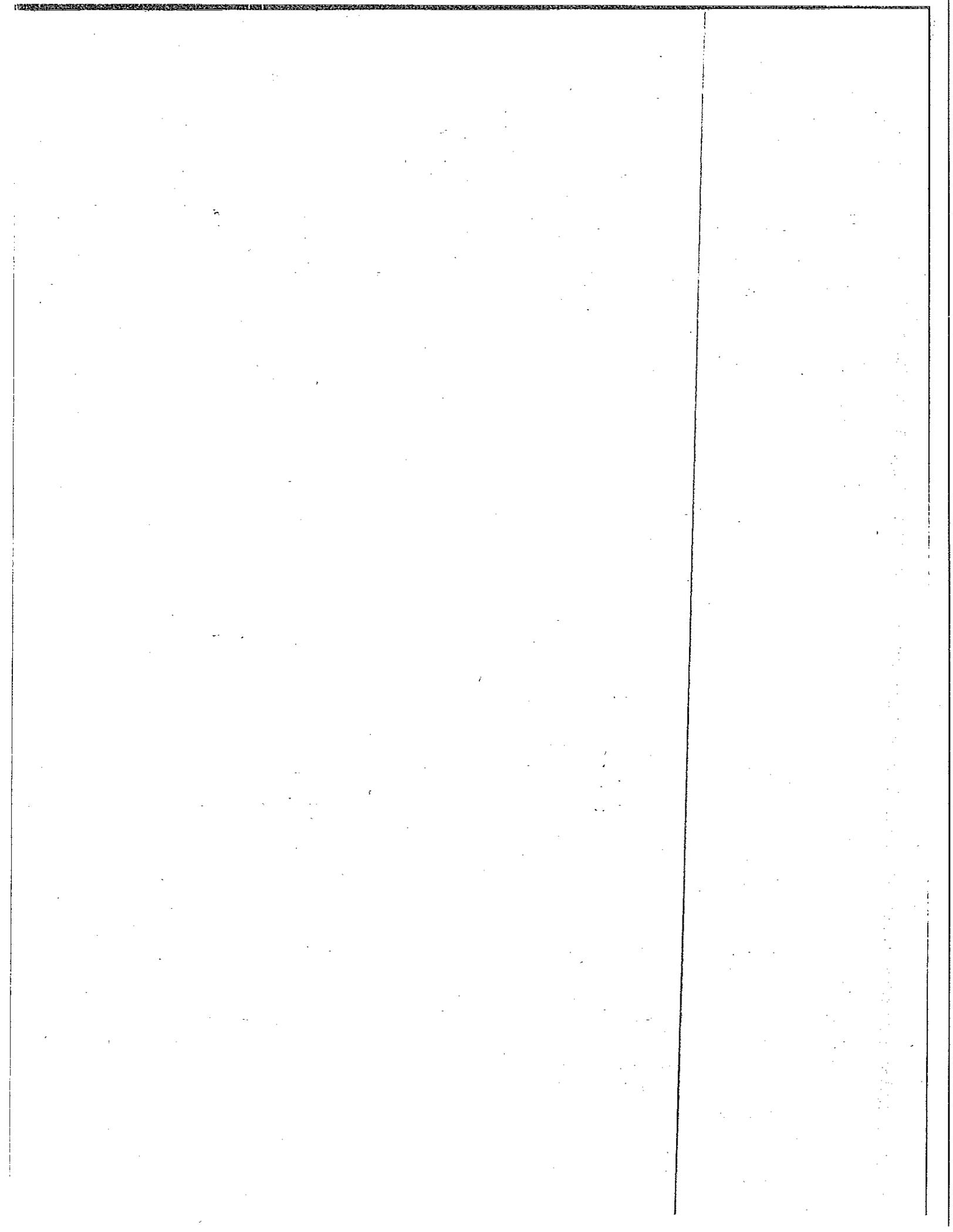
CINDY MALE, being duly sworn says; I am the Claimant in the action herein; I have read the annexed NOTICE OF CLAIM, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

Cindy Male  
CINDY MALE

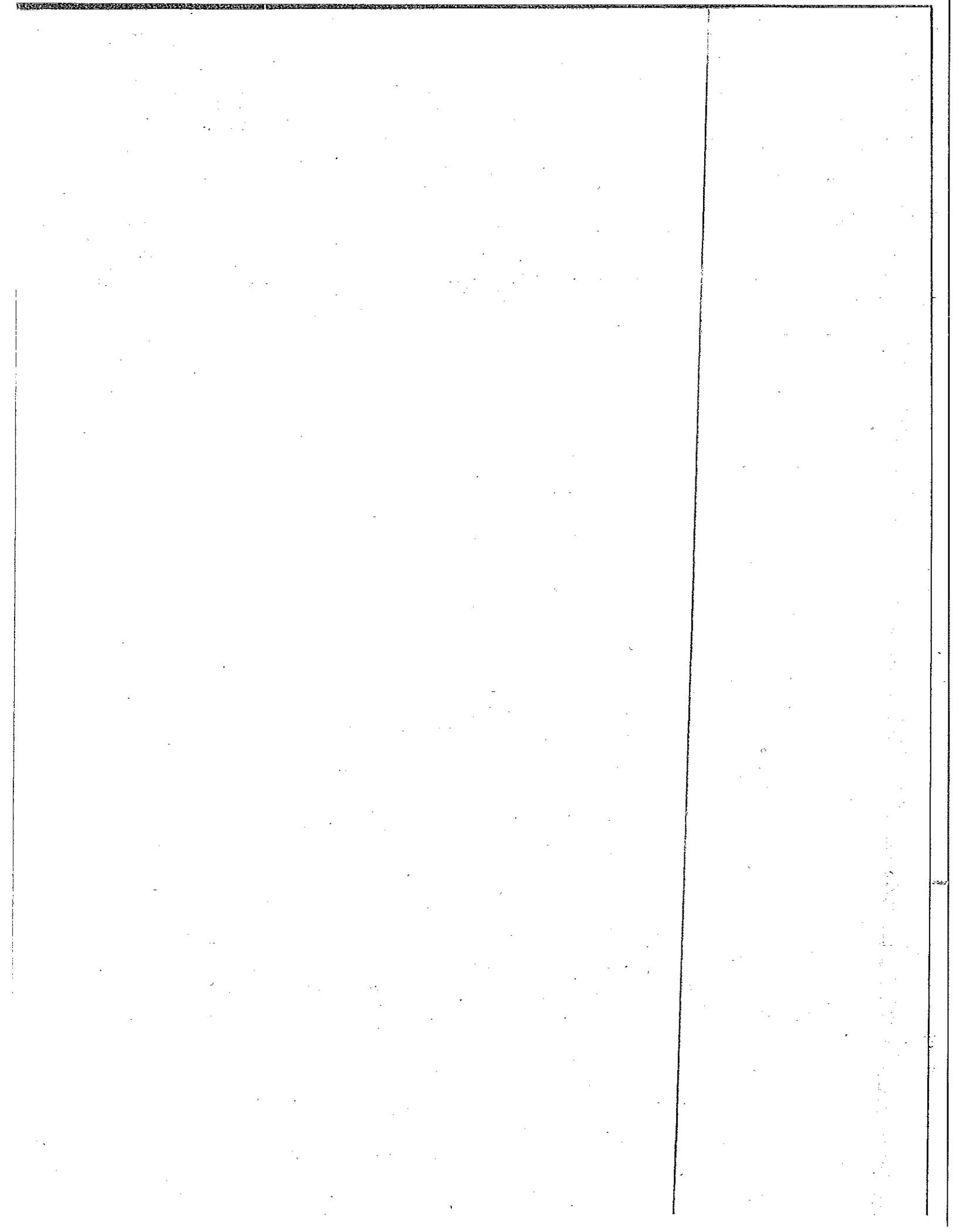
Sworn to before me on this  
25 day of February, 2016

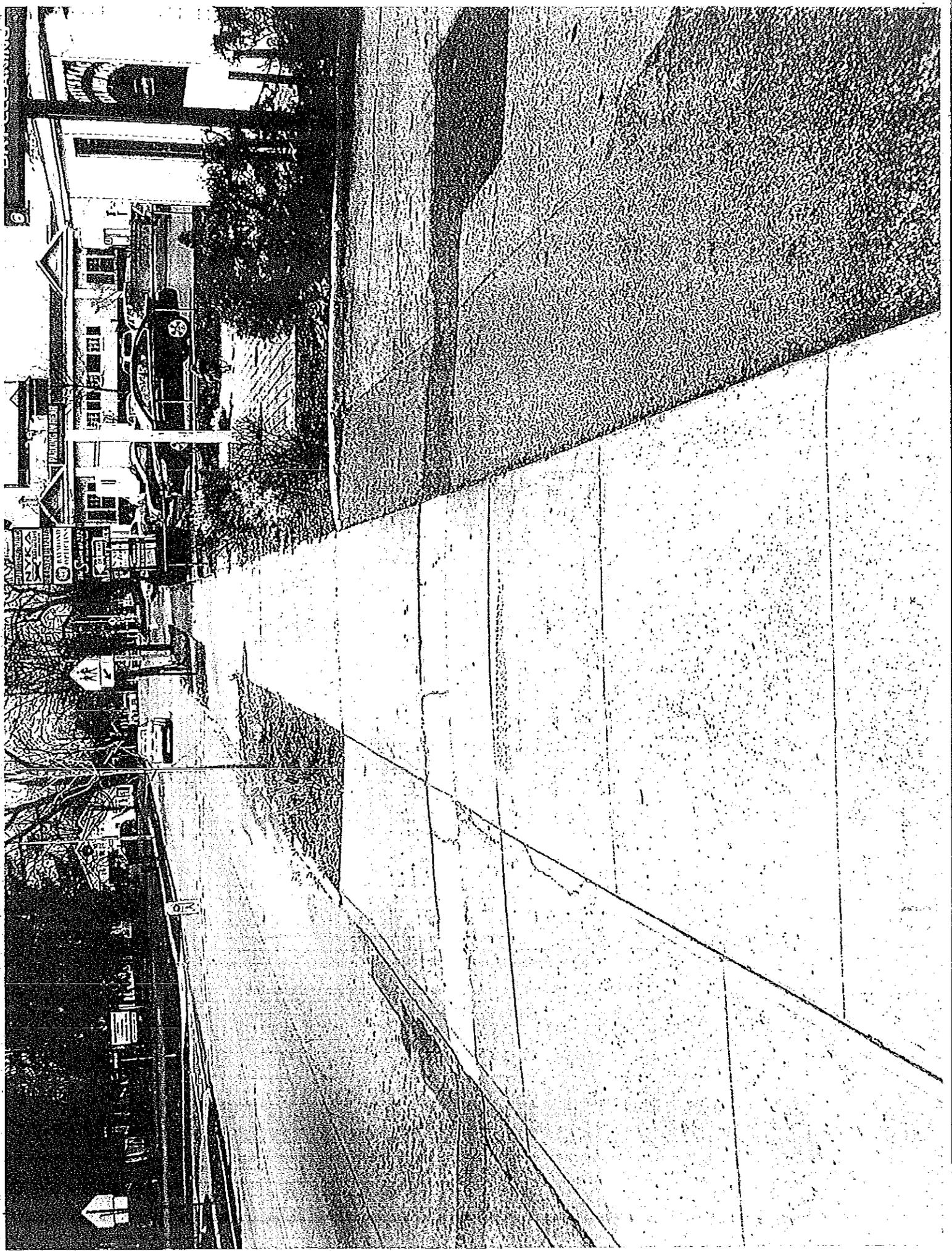
Mark J. Varble  
NOTARY PUBLIC

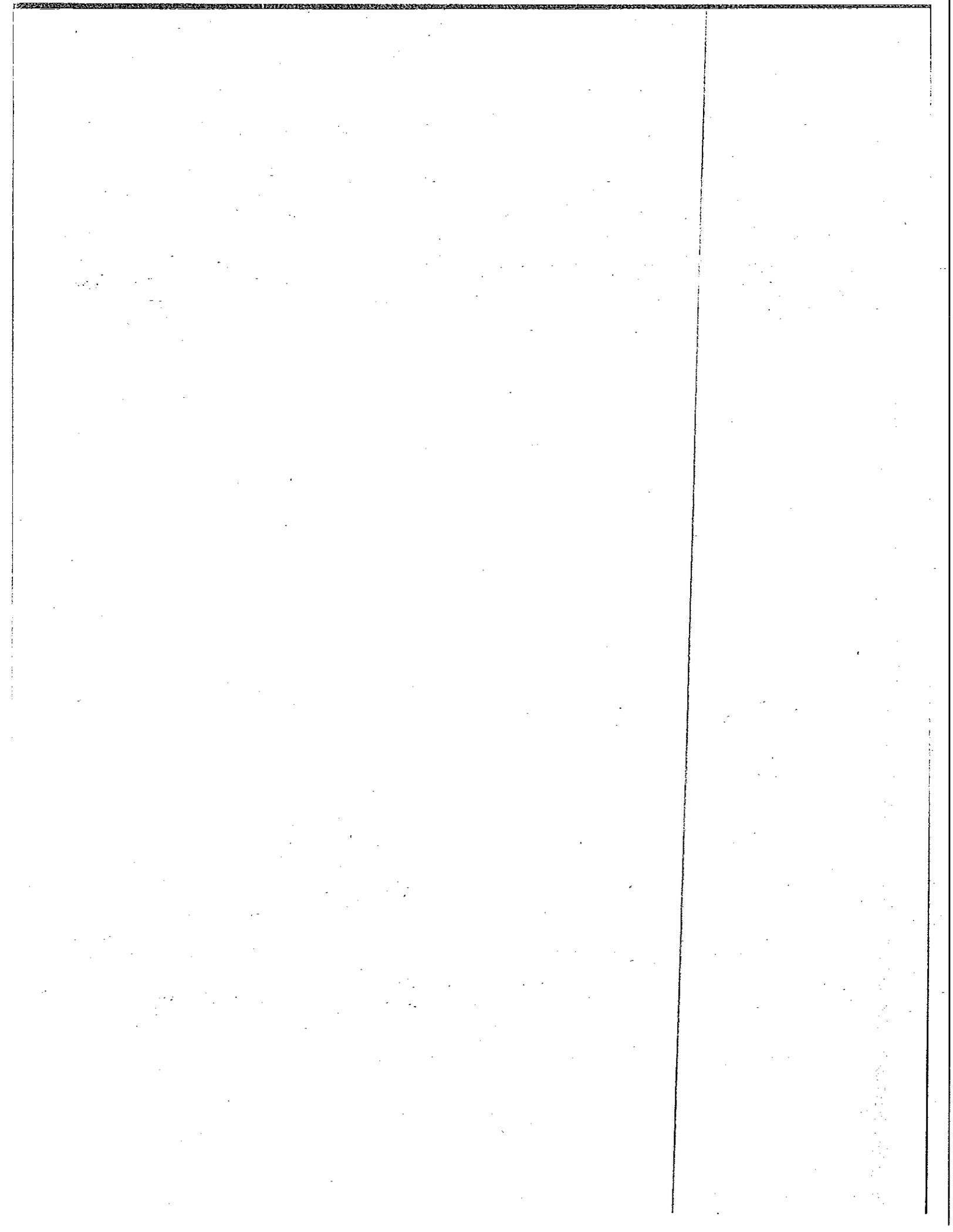
MARK J. VARBLE  
Notary Public, State of New York  
Qualified in Orange County  
No. 01VA6312139  
Commission Expires 09/22/2018



# EXHIBIT 1







CCM 3/21/16

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM  
AGAINST  
THE CITY OF POUGHKEEPSIE, NEW YORK

CITY OF POUGHKEEPSIE  
CITY CHAMBERLAIN  
2016 FEB 29 PM 4:37

TODAY'S DATE: 2-2-16

NAME AND ADDRESS OF EACH CLAIMANT:

20 N. RANDOLPH AVE  
Poughkeepsie  
NY 12603

TELEPHONE NUMBER: (845) 473-6577

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

HAD a bad wind burst took down DEAD limbs from tree. tree  
CRASHED down on house putting hole in new window + pulling down front  
GUTTER damaged to roof. Cost tot. 350.00 Thursday NOV 19, 2015

ITEMS DAMAGED OR INJURIES SUSTAINED:

Window screen  
Gutter in front of house  
DAMAGE to roof + SINKING of row  
Carmelo Melillo

Signature of Claimant

Signature of Claimant

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

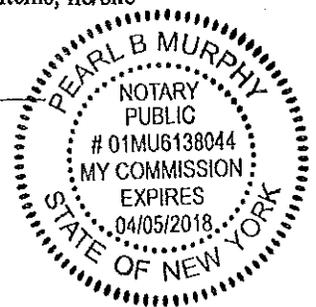
Carmelo Melillo being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items, he/she believes it to be true.

Carmelo Melillo  
Signature of Claimant

Signature of Claimant

Sworn to before me this 2 day of February, 2016

Pearl B. Murphy  
Notary Public



NOTE: After submitting this form to the City Chamberlain, please direct any inquires to the Corporation Counsel at (845) 451-4065, Monday to Friday, 8:30 a.m. - 4:00 p.m.

CCM 3/21/16

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF DUTCHESS

-----X  
In the Matter of the Claim of LILLIAN VARELA-CERRONE,

Claimant,

NOTICE OF CLAIM

-against-

CITY OF POUGHKEEPSIE,

Respondent.  
-----X

CITY OF POUGHKEEPSIE  
CITY CLERK  
2016 FEB 25 PM 2:57

**TO: CITY OF POUGHKEEPSIE**

PLEASE TAKE NOTICE, that the Claimant, LILLIAN VARELA-CERRONE, herein makes claim against the City of Poughkeepsie for personal injuries sustained by the Claimant, LILLIAN VARELA-CERRONE, as follows:

1. The name and post-office address of the Claimant and her attorneys are: LILLIAN VARELA-CERRONE, PO Box 623, Amenia, New York 12501; Attorneys: Corbally, Gartland and Rappleyea, LLP, 35 Market Street, Poughkeepsie, New York 12601.

2. The time when, the place where and the manner in which the claim arose and the nature of the claim are as follows:

On February 4, 2016, at approximately 11:45A.M. on Main Street in the City of Poughkeepsie and in the vicinity of a closed business known as "NAPA Auto Parts" (581 Main Street), the Claimant, while lawfully walking on such public sidewalk, was caused to sustain serious and personal injuries when she tripped and fell as a result of a PCV Pipe protruding from the public sidewalk near the curb. See Attached Photo.

That Respondent and its agents, servants and/or employees were negligent, careless and reckless in installing said pipe and/or maintaining same and the sidewalk in the vicinity of 581

Main Street, so as to precipitate Claimant's trip and fall without any contribution on the part of the Claimant.

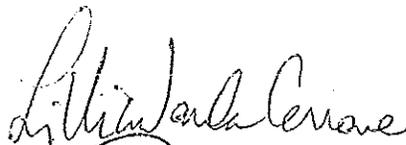
3. By reason of the foregoing accident and negligence, the Claimant, sustained serious and severe personal injuries to her body, including, but not limited to a severe cut on her right leg requiring 13 stitches, loss of blood and scarring. Said injuries and complaints are continuing in nature.

4. Said injuries happened entirely through the negligence of the City of Poughkeepsie and its officers, agents, servants and/or employees, without any contributory negligence on the part of the Claimant.

5. As a result of her injuries, the Claimant was and will be compelled to expend large sums of money for medical care, treatment and medicines. Itemized medical expenses are not available at present.

**WHEREFORE**, the Claimant, LILLIAN VARELA-CERRONE, makes claim against the City of Poughkeepsie to recover damages for personal injury.

Dated: Poughkeepsie, New York  
February 23, 2016



---

LILLIAN VARELA-CERRONE, Claimant

Corbally, Gartland and Rappleyea, LLP

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Vincent L. DeBiase, Esq.  
Attorneys for Claimant  
35 Market Street  
Poughkeepsie, NY 12601  
845-454-1110

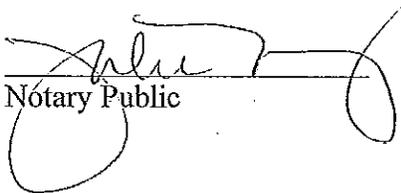
VERIFICATION

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

LILLIAN VARELA-CERRONE, being duly sworn says: I am the Claimant; I have read the annexed Notice of Claim and know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

  
\_\_\_\_\_  
LILLIAN VARELA-CERRONE

Sworn to before me this  
23<sup>rd</sup> day of February, 2016

  
\_\_\_\_\_  
Notary Public

JULIE M. GREY  
Notary Public, State of New York  
No. 01GR6061007  
Qualified in Dutchess County  
Commission Expires July 9, Nov 26, 2019



THE CITY OF POUGHKEEPSIE  
NEW YORK

COMMON COUNCIL MEETING  
MINUTES

Thursday, March 7, 2016 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL

II. REVIEW OF MINUTES:

Common Council Minutes of February 16, 2016

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

III. READING IF ITEMS by the City Chamberlain of any resolutions not lisen on the printed agenda.

REMOVE:

VII. MOTIONS AND RESOLUTIONS:

6. FROM CHAIRMAN PETSAS, Resolution R16-26, approving appointments to the Waterfront Advisory Committee.

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: ~~Thursday~~ March 10, 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. Doug Nobiletti, 148 Academy Street
2. Kev Stickle, 118 Catharine St.
3. Wm. Dufour, 96 S. Hamilton Street
4. Goska Zayas, 47 Noxon Street
5. Peter Van Aken, 94 Willow Blvd.

COMMON COUNCIL MEETING

Time: 6:30 p.m.

Date: ~~Thursday~~ March 10, 2016

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

**Public Comment Sign-up**

Please clearly print your name and address below:

17. SETH DECROCE, 7 Reservoir Street
18. Donna Levinson, 24 Gurfield Place

# Official Minutes of the Council Meeting of Thursday, March 10, 2016

March 10, 2016

Common Council Statement by Seth DeCroce, 7 Reservoir Street, Poughkeepsie, NY

Every time someone comes to Poughkeepsie it's an opportunity for this city to make a powerful and lasting impression. Whether it's a business looking to move in or expand, or a family looking to settle in a new community, they are looking at the big picture of what's happening in our city. They're seeing things like The Walkway Over the Hudson, our growing arts and restaurant scene, and smart development projects like The Blue Collar Brewery on Cottage Street and John Stofa's state-of-the-art auto facility that has transformed the Eastern entrance of the city from a billboard of urban blight to one of entrepreneurship and progress.

For a city that is starting to make some good decisions about its future and the community it's trying to support and empower, it's shocking that a gigantic new jail—a powerful billboard in its own right—would be going up right in the very heart of Poughkeepsie. A giant weight that represents everything that's wrong with the culture of incarceration and revolving poverty that we see not just in Poughkeepsie, but all across America. Before we start building more cells with more beds, maybe we should take a hard look at why we need them in the first place. Could it have anything to do with a lack of opportunity and education? Maybe what we really need to expand on is the way we nurture our community, rather than throwing it behind bars.

And if that isn't enough, let's remember that this enormous new jail will be located just a stone's throw from The Walkway, our key tourism attraction, in a neighborhood that has gone through a huge rezoning initiative to become a shining light in the city's future. Perhaps the only shining light we'll actually see will be the security lights shining down from the jail.

With all the land we have in Dutchess County, the only place they thought to build a giant correctional facility is here on a little residential street with barely enough money to maintain its own sewers and infrastructure? And for a facility that's central to a multi-million dollar industry of incarceration that has been operating here in Poughkeepsie for decades, wouldn't you think that that same industry would invest in the care and look of its neighborhood? With that much money going through it, North Hamilton Street should look like something out of a sci-fi movie by now: beautiful solar-powered street lights, pristine sidewalks, a boulevard of trees. But if you want to know the reality of North Hamilton, and how invested the jail has been in its community, go have a look for yourself—or maybe just ask councilwoman Ann Perry. She lives across the street.

**V. MAYOR'S COMMENTS:**

**Mayor Rolison** as many of you know, the city saw senseless acts of violence last night at 104 Winnikee Avenue and the surrounding neighborhood. Two individuals were shot there last night, one who was attending a party, and another one who was in the neighborhood. The young man who was shot in front of 104 Winnikee Avenue was a Senior of Poughkeepsie High School, who played in his last basketball game last night, and received MVP honors. That young man has died this afternoon as a result of that shooting. He was not the intended target of that shooting, as was the other individual who was shot on Beament and Harrison by the same acts of gun fire. At this time I would like to have members of the chamber please join me in a moment of silence for that young man and his family. Stated that all resources of City of Poughkeepsie Police Department are being used in this investigation. Stated that he was at the scene this morning, as well as at the hospital where he met with this young man's family, his mother and father, along with Chief Pape, and we they have pledged together to find the individuals responsible and bring them to justice. There was some discussion earlier about litter and garbage, in the city and is happy to report that since the first of the year the Sanitation Department has done 17 abatements of vacant property throughout the city, and they are cleaning the City of Poughkeepsie street by street, block by block, every day. Also, they have seen an increased in interest for people coming into the City of Poughkeepsie to hold events. We meet regularly with individuals, we have an event team that meets in the City Administrators Office to help them in the process. This weekend in the City of Poughkeepsie for the first time ever, we are having an Irish Festival, called "Paddy on the Hudson", its Saturday between 12:00 p.m. and 5:00 p.m. at Waryas Park. It was in the City of Beacon, and was relocated to the City of Poughkeepsie. The Chamberlain has advised me that a record number of vendors, with 24 vendors at the event. And just one more thing, State of the City, on March 22<sup>nd</sup>, at the Caneen Hacket Arts Center at 5:30 p.m.

**VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:**

**Chairman Petsas** thanked everyone who has supported the family and friends of Mr. Hermann during this difficult time. Obviously this has been a very difficult week for the City of Poughkeepsie. Within the last week we have lost two shining stars, promising individuals for the City of Poughkeepsie. They were holding some of our best promises in front of them, just asking that you pray for them, and keep them in your prayers.

**VII. MOTIONS AND RESOLUTIONS:**

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

**RESOLUTION**

(R-16-27)

**AMENDING THE PURCHASING POLICY TO ENCOURAGE LOCAL  
EMPLOYMENT**

**INTRODUCED BY COUNCILMEMBER CHERRY:**

**WHEREAS**, the Common Council of the City of Poughkeepsie recognizes the importance of using local businesses, contractors and employees to work on City of Poughkeepsie funded projects; and

**WHEREAS**, the Common Council of the City of Poughkeepsie is desirous of improving the employment opportunities for City of Poughkeepsie residents by amending the purchasing policy of the City of Poughkeepsie to provide an incentive to those businesses that employ City of Poughkeepsie residents; and

**WHEREAS**, General Municipal Law Section 104-b allows a municipality to formulate their own procedures and policies for the award of contracts not subject to competitive bidding when such policies are in the “best interests” of the municipality; and

**WHEREAS**, the employment of City of Poughkeepsie residents on City funded projects will result in the public benefit of an employed citizenry, reduced costs and a more stabilized local economy; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the purchasing officer of the City of Poughkeepsie shall consider as a weighted factor the percentage of City of Poughkeepsie residents employed by a business when considering the award of a contract not subject to competitive bidding if such bidder is otherwise deemed responsive and responsible; and be it further

**RESOLVED**, that this resolution shall take effect immediately.

**SECONDED BY COUNCILMEMBER JOHNSON**

R16-27			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Accepted as Amended <input checked="" 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 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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Chairman Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Councilmember Young made a motion to table Resolution R16-22, Councilmember Johnson seconded the motion.

Official Minutes of the Council Meeting of Thursday, March 10, 2016

Motion to Table R16-22			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Accepted as Amended <input checked="" 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 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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Chairman Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. 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

February 29, 2016

COMMON COUNCIL  
City of Poughkeepsie

Re: Agreement with NECAP for Afterschool Basketball Program

Dear Chairman Petsas and Members of the Common Council:

Attached, please find Resolution R-16-23 authorizing the Mayor to enter into an agreement with the Neighborhood Economic and Cultural Activity Program (NECAP) where the City of Poughkeepsie would provide funding in the amount of \$3,000.00 which will be used to help pay for the costs of funding an after-school basketball program. NECAP is a subsidiary of the Poughkeepsie Housing Authority that enjoys 501(c)(3) status and provides educational and recreational activities to the youth of the City of Poughkeepsie. The City of Poughkeepsie partners with NECAP to provide funding to their after-school basketball program and in turn NECAP oversees and operates the program in conjunction with the school district. Previously, the council adopted Resolution R-16-13 authorizing the Mayor to enter into an inter-municipal agreement with the school district, and the agreement with NECAP is another component which is necessary for the operation of the basketball program.

The contract between the City of Poughkeepsie and NECAP is attached for your review.

Sincerely,

Ronald Knapp

Acting City Administrator

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

**RESOLUTION**

**(R-16-23)**

**AUTHORIZATION TO ENTER INTO A CONTRACT**

**WITH NEIGHBORHOOD ECONOMIC and CULTURAL ACTIVITY PROGRAM FOR  
AN AFTER-SCHOOL BASKETBALL PROGRAM**

**INTRODUCED BY COUNCILMEMBER CHERRY**

**WHEREAS**, the Common Council of the City of Poughkeepsie recognizes the importance of after-school programs and activities that will provide a positive outlet for the youth of the City of Poughkeepsie; and

**WHEREAS**, the Neighborhood Economic and Cultural Activity Program (NECAP), a non-profit entity organized by the Poughkeepsie Housing Authority, provides an after-school basketball program for children of low income and residents of the City of Poughkeepsie; and

**WHEREAS**, the Common Council is desirous of providing financial support to NECAP in the amount of \$3,000.00, for the operation of the after-school basketball program; and

**WHEREAS**, the Common Council of the City of Poughkeepsie wishes to enter into a written agreement with the Neighborhood Economic and Cultural Activity Program to formalize the terms of their partnership in the operation of an After-School Basketball Program for 2016;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Agreement, in the same form and substance as annexed hereto be, and the same hereby is authorized and approved; and be it further

**RESOLVED**, that the Mayor is authorized to execute the Agreement on behalf of the City; and be it further

**RESOLVED**, that this resolution shall take effect immediately.

**SECONDED BY COUNCILMEMBER JOHNSON**

CONTRACTUAL AGREEMENT BETWEEN  
CITY OF POUGHKEEPSIE  
AND  
Neighborhood Economic and Cultural Activity Program, Inc.

This AGREEMENT entered into this            day of March, 2016 by and between the CITY OF POUGHKEEPSIE, New York (hereinafter referred to as the "CITY") and NEIGHBORHOOD ECONOMIC and CULTURAL ACTIVITY PROGRAM, INC. ("NECAP"), having an address of 4 Howard Street, Poughkeepsie, New York, 12601 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY is desirous of improving the quality of life for City of Poughkeepsie by supporting activities that target the youth in the City of Poughkeepsie and providing programming as an alternative to criminal activity; and

WHEREAS, the CONTRACTOR is a non-profit organized under the laws of New York State with the purpose of providing economic and cultural programming to low income youth in the City of Poughkeepsie; and

WHEREAS, the CITY and CONTRACTOR are desirous of partnering to provide a after-school basketball program known as Student Basketball Athletic Program (the "PROJECT"); and

WHEREAS, the CITY is desirous of providing funds to CONTRACTOR, towards the cost of the Project;

NOW, THEREFORE, the parties hereto do agree as follows:

1. CONTRACTOR shall arrange for the Project to be performed in accordance with the attached specifications and within the scope of the budget attached to this contract annexed as Exhibit A.
2. CONTRACTOR shall provide for an after school and summer basketball program for children of low income and residents of the City of Poughkeepsie.
3. CONTRACTOR shall hire and/or contract with staff for this program in accordance with the budget attached hereto as Exhibit A.
4. CONTRACTOR agrees to provide, outside of the resources of this contract and the budget attached hereto, staffing necessary to carry out the Project, if necessary.

Official Minutes of the Council Meeting of Thursday, March 10, 2016

5. CONTRACTOR agrees to provide, outside the resources of this contract and of the budget attached hereto, secretarial and bookkeeping services.
6. CONTRACTOR agrees to provide, outside the resources of this contract and outside of the budget attached hereto, public relations material and publicity about the existence of this program, to be distributed through the schools, the local media, neighborhood shops and stores.
7. The agreement shall not be changed orally.
8. All phases of the program shall be the sole responsibility of the CONTRACTOR.
9. All information relative to this contract is to be made available to the City of Poughkeepsie Recreation Department and Commissioner of Finance or their representative upon request.
10. CONTRACTOR shall obtain a public liability insurance policy with coverage of \$500,000 naming the City of Poughkeepsie as an additional insured. A copy of the Certificate of Insurance for such a policy and a copy of the Contractor's Workmen's Compensation Plan shall be submitted to the City prior to or simultaneously with the execution of this agreement.
11. CONTRACTOR shall obtain an auto liability insurance policy with a minimum coverage of \$300,000 per person or \$500,000 per event noting the City of Poughkeepsie as an additional insured. A copy of the Certificate of Insurance for such policy shall be submitted to the City prior to or simultaneously with the execution of this agreement.
12. CONTRACTOR agrees that the Budget attached hereto and labeled Exhibit A, shall be strictly adhered to and further agrees that the Budget shall not be changed, altered or departed from in any way unless and until approval is obtained from the City.
13. All the terms and conditions set forth shall apply to this contract.
14. CONTRACTOR agrees that all the funds herein shall be used only for the purpose of the contract and with the scope of services of this contract.
15. CITY agrees to pay CONTRACTOR a sum not to exceed Three Thousand and 00/100 (\$3,000.00) Dollars as full and complete compensation for this contract.
16. CITY shall make funds available as an advanced grant for eligible expenses as provided for in Exhibit A. CONTRACTOR shall document all disbursements and provide a written report with documentation to CITY upon completion of the program, but in no case later than December 31, 2016. CONTRACTOR shall, upon demand, return any unused funds or disbursements determined to be ineligible by CITY, to the CITY within thirty (30) days.

17. CONTRACTOR shall supply an annual narrative report in addition to the documentation provided for in Paragraph "16" above, such narrative report shall include the number of persons serviced, their ethnicity, age, and ward in which the participants reside.

18. CONTRACTOR further agrees that, if upon termination of this contract, any funds provided to CONTRACTOR have been unencumbered or undistributed, said funds shall revert to CITY and shall be the property of the CITY.

19. CONTRACTOR further agrees that all non-consumable supplies, utilized consumable supplies and equipment purchased under this contract shall be and remain the property of CITY. CONTRACTOR agrees to furnish CITY with a complete inventory of supplies and equipment purchased under this contract at the termination of this agreement.

20. CONTRACTOR shall comply with all applicable laws, ordinances and codes of Local, State and Federal governments and CONTRACTOR shall hold CITY forever free and harmless with respect to any and all damages arising out of their performance of this contract.

21. This contract shall be in effect as of the date of execution thereof and shall terminate three hundred sixty-four (364) days from the execution. (January \_\_\_\_, 2016 - December 31, 2016).

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this contract as of the date first above written.

CITY OF POUGHKEEPSIE

By: \_\_\_\_\_  
ROBERT G. ROLISON  
Mayor

By: \_\_\_\_\_  
NANCY DOTTERER  
Executive Director



Schedule A

Project Budget

Uniforms-	\$1800
Certified Referees -	\$1,000
(2) Youth Basketballs-	\$70
Cheerleading Pom Poms-	\$200
Cheerleading T-shirts-	\$200
Trophies-	\$300
(2) Scorebooks	\$20
Sponsors Banner-	\$100
Awards Dinner-	\$686.57

R16-23			Yes/Aye	No/Nay	Abstain	Absent
		Councilmember Young	Voter	<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"/>	Accepted as Amended	Councilmember Klein	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Accepted	Councilmember Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	Councilmember Cherry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Chairman Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. 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

February 29, 2016

COMMON COUNCIL  
City of Poughkeepsie

Re: Fee Schedule for 2016, McCann-Caven Golf Courses, Inc.

Dear Chairman Petsas and Councilmembers:

Annexed hereto, please find a proposed resolution to approve an increase in the schedule of fees proposed to be charged by McCann-Caven Golf Courses, Inc. which manages and operates the City's two municipal golf courses. Representatives from McCann-Caven have previously addressed the Common Council explaining the need for the increase.

Your favorable action at that time is requested.

Sincerely,

Ronald Knapp  
Acting City Administrator

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

RESOLUTION  
(R-16-24)

INTRODUCED BY COUNCILMEMBER CHERRY

**WHEREAS**, the City of Poughkeepsie owns two municipal golf courses for the use and enjoyment of the citizens of the City and the public in general located at Spratt Park and at College Hill Park respectively; and

**WHEREAS**, these golf courses are operated on behalf of the City by McCann-Caven Golf Courses, Inc. under an agreement with the City; and

**WHEREAS**, the said agreement provides that the schedule of fees charged for the use of the golf courses and related amenities must be approved by the Common Council of the City of Poughkeepsie; and

**WHEREAS**, in order to preserve and maintain the recreational opportunity that these golf courses provide to the citizens of the City and the public in general, McCann-Caven Golf Courses, Inc. has requested that the Common Council consider a revision to the current fee schedule which was last revised in 2013; and

**WHEREAS**, McCann-Caven Golf Courses, Inc. has provided good and sufficient justification for the requested revision; and

**NOW, THEREFORE,**

**BE IT RESOLVED**, that the schedule of fees annexed hereto to be charged for the use of the golf courses located in Spratt Park and in College Hill Park and for the use of the facilities and amenities related thereto is hereby approved by the Common Council; and be it further

**RESOLVED**, that the annexed schedule of fees shall take effect no sooner than March 14, 2016; and be it further

**RESOLVED**, that the Mayor, the City Administrator and McCann-Caven Golf Courses Inc. be and they hereby are authorized to take all steps necessary to give full effect to this resolution.

**SECONDED BY COUNCILMEMBER**



R16-24			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Accepted as Amended <input checked="" 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 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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Chairman Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

## RESOLUTION (R-16-25)

### INTRODUCED BY COUNCILMEMBER CHERRY

**WHEREAS**, the members of the Board of Assessment Review are appointed by the Common Council pursuant to the City Charter §5.02(1) and the Section 523 of the New York Real Property Tax Law; and

**WHEREAS**, member Ken Stickle has previously served on the Board of Assessment Review and has expressed an interest in continued service; and

**WHEREAS**, the Commissioner of Assessment has recommended the reappointment of Ken Stickle as a member of the Board of Assessment Review; and

### NOW, THEREFORE,

**BE IT RESOLVED**, that the Common Council of the City of Poughkeepsie does hereby re-appoint Ken Stickle to the Board of Assessment Review for a term of five (5) years commencing on October 1, 2015 and expiring September 30, 2020.

### SECONDED BY COUNCILMEMBER JOHNSON

R16-25			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Accepted as Amended <input checked="" 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 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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Chairman Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### VIII. ORDINANCES AND LOCAL LAWS:

### IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM ALTAGRACIA GONZALES**, a notice of personal injury sustained on November 11, 2015. **Referred to Corporation Counsel**

**X. NEW BUSINESS:**

**XI. ADJOURNMENT:**

A motion was made by Councilmember Cherry and Councilmember Johnson to adjourn the meeting at 7:45 p.m.

**Dated: March 15, 2016**

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Thursday, March 10, 2016

**Respectfully submitted,**

**Deanne L. Flynn  
City Chamberlain**