

**THE CITY OF POUGHKEEPSIE
NEW YORK**

**COMMON COUNCIL MEETING
MINUTES**

Monday, November 21, 2016 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- All Present

II. REVIEW OF MINUTES:

Common Council Meeting of October 17, 2016

			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/>	Accepted	Councilmember Young	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

ADD:

VII.

MOTIONS AND RESOLUTIONS:

7. FROM CORPORATION COUNSEL ACKERMANN, Resolution R16-95, setting a public hearing for the 2017 Budget.

REMOVE:

VIII. ORDINANCES AND LOCAL LAWS:

2. FROM COUNCILMEMBER CHERRY, Ordinance O-16-10, amending Traffic Fines.

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

Constantine Kazolias 47 Noxon Street

Bill Smith-42 Columbia Street-

-Perry Street

Laura Foreman-453 Main Street

Mary Flaad-115 Academy Street

Darrett Roberts-Franklin Street

Earl Brown-5 Merrick Road

Diane Campbell-66 Washington Street (Interfaith Towers)

Kathy Velie-75 North Water Street

Ken Stickle-118 Catherine Street

John Barone-

Holly Wahlberg-35 Garfield Place

Doreen Laguardia-Knight Bridge Road

Meladie ?

Rosemarie McCaffrey-St. Simeon

Helen Claussen-60 Academy Street

Bruce Dooris-31 North Clover Street

Shelia Drew-66 Washington Street (Interfaith Towers)

Louise Vanackoy -600 Spring Manor

Denise Afantas-Springside Manor

Carlton Jones-2 Mount Carmel Place

Rich Safari-26 Lexington Avenue

Leanne Safari-Lexington Avenue

Kevin Newman-288 Church Street

Penny Lewis-28 Harrison Street

Laurie Sandow-South Grand Avenue

Tom Price-7 Meyer Avenue

V. MAYOR'S COMMENTS:

Mayor Rolison thanked the people who attended the transit meeting on Saturday, it was pretty well attended, and many of them were in the audience tonight. Also, thank the county for arranging that. The city is required every five years to have a public meeting on a transit plan. As far as the county is concerned, wanted to thank them for the \$250,000 recent award as of last week. We received that in assistance to repair the Financial Plaza Parking Deck. If you remember in the beginning of the year, when this council took action of going out to borrow money to fix the parking deck. We were hoping to receive \$250,000 from the county to help offset those costs, we did. As many of you know, we had a roof failure during the construction of the new roof over the court room and police station. Which has caused considerable damage to the courtroom facilities. Not just the court itself, but to the administrative offices. Again, like to thank the county for letting us occupy not only their

courtrooms, but some of their administrative offices have been relocated to county buildings on the campus. There was a statement made earlier about College Hill, and a couples speakers referenced that this administration was like previous administrations, not interested in preservation, and other various comments. Wanted to point out, on November 7th, asked this council to table the resolution in reference to College Hill and will read to you what was said in the first paragraph:

“Tonight on your agenda is the setting of a public hearing for the nomination of College Hill Park as a local historic landmark. For the reasons set forth in this letter, I respectfully ask that the Common Council table this nomination until the full impact of its designation can be fully understood.”

If that had happened, we may not have some of those comments made tonight. And we as a group could make an intelligent decision based on legal fact on what that would have done. As he said earlier during his public comment during the public hearing, we’re not against the historic designation of parts of College Hill. He thinks that this is going to be looked at because we need to know, and this is why we have a Corporation Counsel and Councilman Young has been speaking about a piece of carve out legislation for historic spots in the city. So we don’t have to go through this again. Also mentioned this in the last meeting, because of the communication error, we didn’t know this particular resolution was on the agenda for the HDPLC. Otherwise we would have had the conversation with the HDPLC, and they probably would have deferred and said hold on until we figure out exactly what this ramification is for the rest of the park, for the reservoir project. It just would have made good sense.

Wanted to also talk about, a few tax payers have come to speak about the tax cap. Wants for you to understand, because he understands what you’re saying, however, our challenge in this city, is not only is the tax cap less than 2%, it’s less than 1%, which would give the city the only ability to generate about \$125,000 in revenue, which then would be applied against a \$3 Million dollar budget deficit that we went into the last stages of trying to put together this budget. Understands the frustration that you have with the reoccurring costs, but those are costs that we can’t get around. The council now has the ability to do this, if they were to go down to below the cap, we’re talking about draconian cuts. Which is why he didn’t propose that. We are talking about Police Officers, closing a fire house, closing the parks, DPW, etc., to get to that number. That’s the trouble for a city that does not have a fund balance. We have no money in a rainy day account that we can help offset increased costs to stay under the cap. And that’s really only specific to the City of Poughkeepsie. Most communities and most cities in our area have a fund balance. And we are hoping to actually build that fund balance back to where we have the ability to use it to stay in and around the cap, not even under the cap. I share your frustration, if at any time you want to come in and would be glad to show you the cuts that we had our Department Heads propose, which total almost \$3 Million. The end of last week, the city received its audited financial numbers for the fiscal year 2015. Unfortunately we have added to our budget deficit. The budget for 2015 came in \$1.9 Million in the red. So the \$11 Million fund balance deficit is a little over \$13 Million. All he can say is that they are trying to stabilize their budget through the 2017 budget proposal. Once they do that, then the can address together \$13 Million deficit that is sitting out

there. They believe if things stay where they are now, until the end of the year, they will probably add another \$1 Million to that deficit from the 2016 budget. The good thing is, that is better than \$1.9 Million. And their hope is if the council is able to adopt the budget that was proposed, they believe that they will be able to meet the targeted numbers in the 2017 budget. They will not continually add to the deficit.

VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

Chairman Petsas the Democratic caucus is working on the Mayor's proposed budget. Looking at cuts and other sources of revenue. However, urges colleagues to vote for the tax cap override. For the simple basis of giving them flexibility to develop this budget. Otherwise without overriding it, this council would be obligated to cut over \$3 Million from the budget. As the Mayor has indicated that means firehouses, police officers being laid off, that means really dramatic and negative impact on the city and its residents. He is no fan of overriding this, or raising taxes 16%, was not a fan of it at 7% last year. But they had to do what they had to do to keep the city afloat. It gives the city flexibility, and not necessarily locks them into 16%, 10%, not sure what the end number will be. But again it is important to have that flexibility. So he encourages his colleagues to vote for that. Would also like to encourage his colleagues to support a lot of hard work that has been put in by Mr. Hesse and others on the MOU with Metro North Commuter Railroad. This is an agreement that will give the city a seat at the table. And give us the ability to help shape the landscape that they hope to see down there on their property. It should be noted that at this time Metro North can go out and do whatever they want. This is a document that outlines what we hope to see. Finally he would like to say that there were some comments about the commitment to the parks. Wants you to know that in his short time here on the City Council, he has not seen a City Council more committed to city parks than this. In terms of last year they were able to put \$100,000 in improvements into parks. Mother Perry's commitment to College Hill is unprecedented. She has new benches up there, she had some fences fixed, and holds all kinds of events up there for the people. Mr. McNamara in the 8th ward, his commitment is also unwavering. He has formed with the help of citizens, "Friends of Spratt Park Committee". He has been hands on in having a movie night over there, and having a Harvest Festival. So there is no question he's doing great things over there for his park system. Mr. Klein, Mr. Johnson and Mrs. Cherry have jointly held events at Bartlett. Bartlett has seen upgrades in terms of playground equipment. Mrs. Johnson is always keeping her eye on Mansion Square Park, and making sure that is maintained. The commitment to our parks is unprecedented, in his opinion. He has personally put in thirty hours at Pulaski Park, a hundred hours at North Perry Street Park that has been long abandoned, twenty hours in at Donegan Park, hosting a series of concerts. Will say that it is disturbing to him when people come to the microphone and say that there is no commitment, about parks, and about this. But has never seen one of those people who said that down to North Perry Street Park, to lend a hand, no one at Pulaski to lend a hand, but they are the first to come up to the microphone and say they do nothing for the parks. This council and this administration is committed to the parks, and more good things are to come to the parks.

VII. MOTIONS AND RESOLUTIONS:

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

**R E S O L U T I O N
(R-16-86)**

INTRODUCED BY COUNCILMEMBER

WHEREAS, the City of Poughkeepsie is desirous of collaborating with the Metropolitan Transportation Authority (“MTA”) to further the Poughkeepsie Waterfront Redevelopment Strategy (the “Strategy”) and associated Waterfront Transient-Oriented Development (“WTOD”) zoning district; and

WHEREAS, the MTA is a strategic partner in furtherance of the City’s vision contained in the Strategy and the WTOD by virtue of owning a significant amount of property in the WTOD; and

WHEREAS, the MTA and the City, with technical help from the County are desirous of entering into an agreement with the ultimate goal of collaboratively issuing a Request for Expression of Interest in the development of non-park, publicly held properties near the City’s waterfront consistent with the Strategy and WTOD; and

WHEREAS, such agreement shall set forth various activities each party will undertake in order to help determine the feasibility, scope and parameters for a transient oriented development on public held properties in the WTOD; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby approves the Memorandum of Understanding in substantially the same form and substance as attached hereto and the Mayor be and he hereby is authorized to execute the agreement in substantial conformity with the Memorandum of Understanding annexed hereto and made a part hereof

SECONDED BY COUNCILMEMBER

MEMORANDUM OF UNDERSTANDING
BETWEEN
METRO-NORTH COMMUTER RAILROAD COMPANY
AND
THE CITY OF POUGHKEEPSIE
WITH TECHNICAL SUPPORT BY
COUNTY OF DUTCHESS

THIS MEMORANDUM OF UNDERSTANDING made this ____ day of _____, 2016 ("MOU"), by and among MTA METRO-NORTH COMMUTER RAILROAD COMPANY ("MTA Metro-North"), a public benefit corporation of the State of New York and subsidiary of METROPOLITAN TRANSPORTATION AUTHORITY ("MTA" and collectively referred to as "MTA Metro-North"), having its principal office located at 420 Lexington Avenue, 11th floor, New York, New York 10170 and THE CITY OF POUGHKEEPSIE (the "City"), a municipality and political subdivision of the State of New York, having its principal office at 62 Civic Center Plaza, Poughkeepsie, NY 12601, with technical support provided by the COUNTY OF DUTCHESS (the "County"), having its principal office at 22 Market Street, Poughkeepsie, NY 12601 (collectively, the "Parties").

WHEREAS, this Memorandum of Understanding (MOU) outlines a strategic collaboration between the City of Poughkeepsie and MTA Metro-North, with the support of the County of Dutchess, and is intended to further the Poughkeepsie Waterfront Redevelopment Strategy and associated Waterfront Transit-Oriented Development (WTOOD) zoning district (Exhibit A). This MOU is intended to result in the issuing of a Request for Expressions of Interest (RFEI) for developing non-park, publicly-held properties near the City's waterfront, as outlined below; and

WHEREAS, the City owns two parcels (numbers 6062-83-789065 and 6062-75-819210) of property near MTA Metro-North's Poughkeepsie Train Station, presently vacant or used for parking (the "City Properties"), as depicted on Exhibit B attached hereto; and

WHEREAS, MTA owns three parcels (numbers 6062-75-795184, 6062-75-762231, and 6062-75-764248) near the Poughkeepsie Train Station (the "Railroad Properties") as depicted on Exhibit B, and which Railroad Properties are administered and operated by Metro-North as MTA's operating subsidiary and agent; and

WHEREAS, MTA is the lessee of the property constituting the Harlem and Hudson commuter rail lines and facilities, under a long-term lease dated April 8, 1994, as amended by the First Amendment, dated June 5, 1995 (the "Harlem-Hudson Lease"), from Midtown Trackage Ventures LLC, as successor-in-interest to the Trustees of the Penn Central Transportation Company, expiring on February 28, 2274, including parcel 6061-27-794956 (portions), near the Poughkeepsie Train Station (the "Railroad Properties") as depicted on Exhibit B, and which Railroad Properties are administered and operated by Metro-North as MTA's operating subsidiary and agent; and

WHEREAS, the City and MTA Metro-North desire to jointly assess the feasibility of a mixed-use, transit-oriented development near the Poughkeepsie Train Station ("TOD"), and other compatible uses for the City Properties and Railroad Properties (together, the "TOD Properties"); and

August 12, 2016

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City of Poughkeepsie, County of Dutchess and Metro-North Commuter Railroad Company Transit-Oriented Development (TOD) Planning MOU

WHEREAS, the City and MTA Metro-North, with support from the County, desire to set forth various activities they will undertake in order to help determine the feasibility, scope and parameters for a TOD on the TOD Properties.

NOW THEREFORE, for good and valuable consideration, the City, MTA Metro-North and the County agree as follows:

Railroad Properties

1. The Parties agree that any TOD or redevelopment plan (collectively "TOD") will include the following as a minimum in order for the Railroad Properties to be included as part of the TOD. These goals will be incorporated into any and all requests for expressions of interest (RFEI), requests for proposals (RFP) and all planning documents.

- a. There will be no net loss of Metro-North customer parking and provision must be made by proposers to provide permanent additional Metro-North customer parking to account for future growth at this terminus station.
- b. Residential or similar development that increases and encourages walk-in use of the Poughkeepsie Train Station will be part of the TOD.
- c. Continued access to Metro-North's facilities, rail lines and employee parking cannot be hindered and must be maintained, though it could be reconfigured subject to Metro-North's prior written approval. The portions of the Railroad Properties available for redevelopment are depicted in crosshatch within Exhibit B.
- d. Metro-North will not be required to contribute any funds to the TOD.
- e. Metro-North must adhere to the Public Authorities Law requirements in regard to the disposition of properties. This includes, but is not limited to, receiving fair market value for the Railroad Properties if disposed of or used in connection with the TOD.
- f. Metro-North will determine whether any element in any proposed TOD or redevelopment plan interferes with Railroad operations, and therefore cannot be included.
- g. Any binding agreement regarding disposition or leasing of Railroad Properties is subject to the requirements of the Public Authorities Law and requires approval of the MTA Board, and no terms or provisions herein shall act to limit the authority of the MTA Board with respect to such dispositions.

Support of City Waterfront Redevelopment Objectives

2. The Parties agree that any TOD or redevelopment (collectively "TOD") will support the City's vision for the future of its waterfront as outlined in the Poughkeepsie Waterfront Redevelopment Strategy and the W TOD zoning district, and in support of the draft Local Waterfront Redevelopment Plan (LWRP). The goals will be incorporated into any and all RFEIs, RFPs and all planning documents.

September 6, 2016

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City of Poughkeepsie, County of Dutchess and Metro-North Commuter Railroad Company Transit-Oriented Development (TOD) Planning MOU

Site Investigation

3. The City and MTA Metro-North, with support from the County, will jointly determine what information is necessary to obtain regarding the TOD Properties in order to engage the expertise of the development community in the planning process.

4. The City and MTA Metro-North, with support from the County, will jointly determine how to undertake stakeholder and community outreach to discuss and develop an RFEI for the TOD Properties.

Request for Expressions of Interest (RFEI)

5. The City and MTA Metro-North, with support from the County, will work cooperatively using in-house staff to revise and complete a draft RFEI. Each party shall determine in its sole discretion whether it wishes to retain the services of a consultant at its own expense to assist in the preparation of the draft RFEI.

6. After completion of the draft RFEI, the City, MTA Metro-North, and the County will meet to discuss and develop the final RFEI for the TOD. The City and MTA Metro-North will determine the final RFEI and agree on a process for distribution of the RFEI and review of submittals, and which agency will take the lead on the RFEI.

Authority

7. The City and MTA Metro-North each represent and warrant to the other that it has full power and authority to enter into and to execute this MOU and to assume and perform all of the obligations undertaken by each hereunder, subject to the limitations as provided in Paragraph 1(g) above.

8. The City, MTA Metro-North and the County will each designate an authorized representative to act on each party's behalf in connection with this MOU. The authorized representative of each party will be responsible for maintaining communication between the parties, or conferring and meeting as often as necessary to discuss significant issues. Each party shall be entitled to rely on concurrences or approvals of the other parties' representatives until such time as the parties have received notice from any other party that the authority of such authorized representative has been revoked and a replacement designated.

Termination Rights

9. The City and MTA Metro-North will each have the right to terminate this MOU, and any obligations thereunder upon ten (10) days written notice of its intent to terminate.

Schedule

10. The City and MTA Metro-North seek to complete the tasks contained in this MOU within one year of its signing. If the scope of work has not been completed, the parties agree to three automatic extensions of the MOU for one year each.

Miscellaneous

11. Notices to MTA Metro-North shall be delivered or mailed to MTA Metro-North at the

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City of Poughkeepsie, County of Dutchess and Metro-North Commuter Railroad Company Transit-Oriented Development (TOD) Planning MOU

address set forth below:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York NY 10170
Attn: Richard Gans, Vice President & General Counsel

With a copy to:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 12th floor
New York NY 10170
Attn: Michael Shiffer, PhD
Vice President, Planning

Notices to the City shall be delivered or mailed to the City at the address set forth below:

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601
Attn: Corporation Counsel

With a copy to:

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601
Attn: Department of Planning and Community Development

Notices to the County shall be delivered or mailed to the County at the address set forth below:

Dutchess County
22 Market Street
Poughkeepsie, NY 12601
Attn: County Executive

With a copy to:

Dutchess County Department of Planning and Development
27 High Street
Poughkeepsie, NY 12601
Attn: Commissioner

By giving the other parties at least ten (10) days' prior written notice, each party may designate a different address or addresses for Notices.

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City of Poughkeepsie, County of Dutchess and Metro-North Commuter Railroad Company Transit-Oriented Development (TOD) Planning MOU

IN WITNESS WHEREOF, the City and Metro-North, with the support of the County, have executed this Agreement as of the date first above written.

THE CITY OF POUGHKEEPSIE

By: _____
Name:
Title:

METRO-NORTH COMMUTER RAILROAD COMPANY

By: _____
Name:
Title:

As Provider of Technical Support:

COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO FORM:

County Attorney's Office

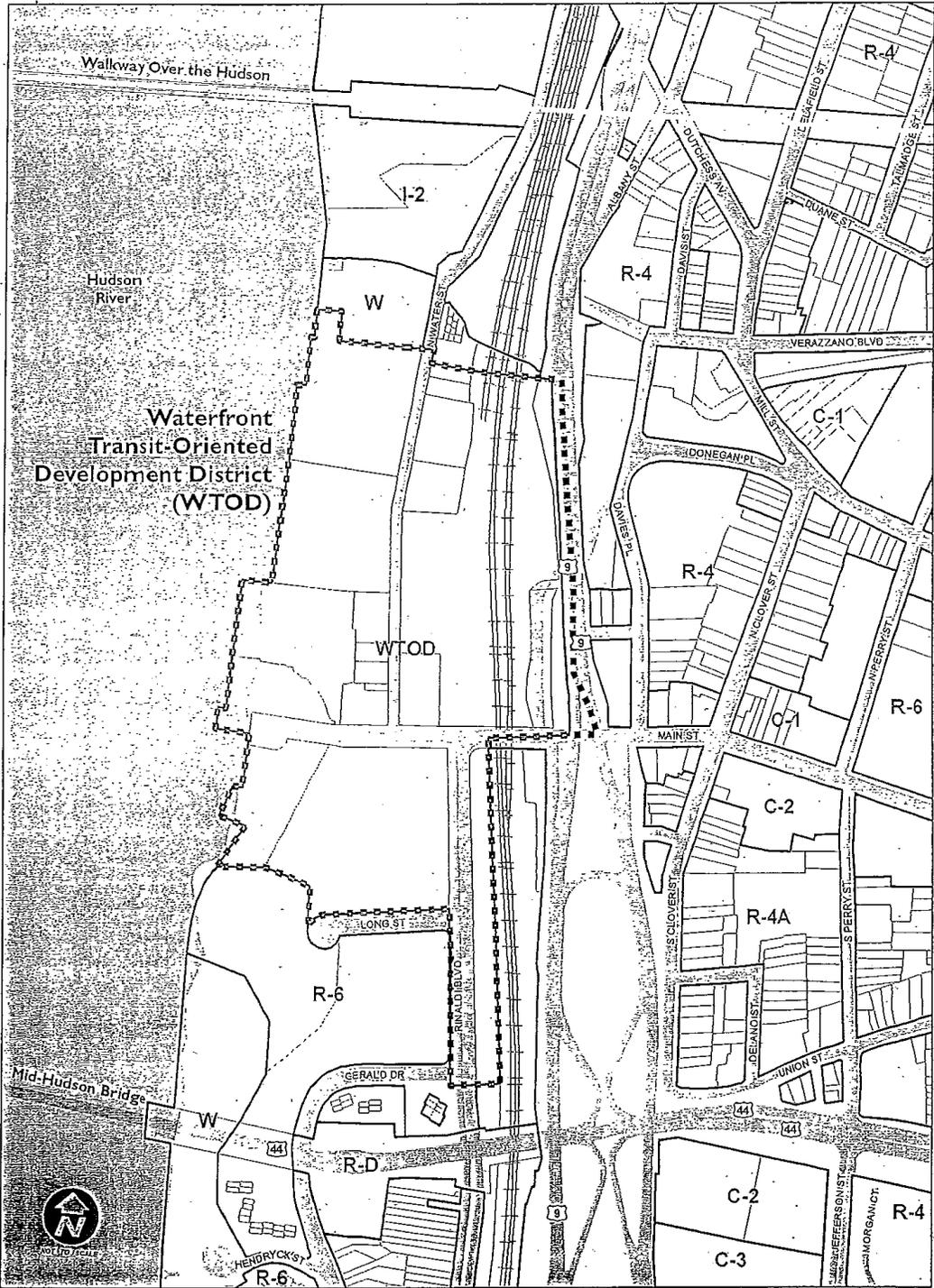
APPROVED AS TO CONTENT:

Eoin Wrafter, Commissioner of
Planning and Development

September 6, 2016

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EXHIBIT A: Waterfront Transit-Oriented Development District (WTOD)



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R16-86						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Defeated <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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember 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.



CITY OF POUGHKEEPSIE
BUILDING, PLANNING AND ZONING DEPARTMENT
62 Civic Center Plaza
Poughkeepsie, NY 12601
Phone: (845) 451-4055 Fax: (845) 451-4059

MEMORANDUM

To: Common Council
From: Paul Hesse, Community Development Coordinator
Date: November 16, 2016
Re: Resolution R16-89, accepting a grant from NYS Dept. of State

Resolution R18-89 authorizes the mayor to accept a grant from the New York State Department of State in the amount of \$92,075.00. This grant will support the development of final design and construction documents for the Kaal Rock Connector project.

In July 2015, the City applied for this grant through the annual NYS Consolidated Funding Application (CFA) process. The application was awarded funding in the aforementioned amount in December 2015. The funding request was originally intended to support a feasibility and engineering study of the Kaal Rock Connector concept - an elevated walkway that would wrap around Kaal Rock and connect Waryas Park to Kaal Rock Park.

In February of 2016, the Poughkeepsie Alliance, a local non-profit organization, in coordination with the City, agreed to privately fund the feasibility and engineering study and enable the City to shift the focus of the 2015 CFA grant award to support the development of final design and construction documents for the project.

The feasibility and engineering study was completed in May 2016, demonstrating that the Kaal Rock Connector is technically feasible. The next step in the project is to develop final design and construction documents. The 2015 CFA grant, however, is not enough to fully fund construction documents, and therefore the City, in July 2016, submitted another CFA application to round out the full funding necessary to complete the construction documents.

I respectfully request the Common Council approve this authorizing resolution and allow the mayor to accept this grant. This grant award carries no financial obligation on the part of the City, as the match requirement was covered through the private funding of the feasibility and engineering study by the Poughkeepsie Alliance as well as by future private funding committed by the private developer of the DeLaval site for park planning and

landscape design of the Southern Waterfront Promenade. Accepting this grant is a major step forward in completing the Kaal Rock Connector project and toward the goal of creating a continuous and accessible waterfront trail.

**RESOLUTION
(R-16-89)**

INTRODUCED BY COUNCILMEMBER CHERRY

WHEREAS, the City of Poughkeepsie has been has been awarded a grant from the New York State Department of State in the amount of \$92,075.00 through the 2015 New York State Consolidated Funding Application ('CFA') process for the purpose of developing final design and construction documents for the creation of an elevated walkway around Kaal Rock Point (the "Project"); and

WHEREAS, the acceptance of this grant will not have a fiscal impact on the City of Poughkeepsie budget and any required match will be met through outside sources and/or in-kind services; and

NOW THEREFORE,

BE IT RESOLVED, that the City Administrator **OR** Mayor is authorized to execute a Grant Agreement with the New York State Department of State and any and all other contracts, documents and instruments necessary to bring about the Project and to fulfill the City of Poughkeepsie's obligations under the Grant Agreement.

SEQOR Type II Determination Resolution

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

NOW THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie hereby determines that the proposed
CITY OF POUGHKEEPSIE KAAL ROCK CONNECTOR FEASIBILITY STUDY AND

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DESIGN can be classified as a Type II action under Environmental Conservation Law 6 NY CRR 61 7. 5 (c)(21) as a “feasibility study and preliminary planning documents necessary to the formulation of a proposal for action which do not commit the agency to commence, engage in or approve such action.”

SECONDED BY COUNCILMEMBER JOHNSON

ATTACHMENT C - WORK PLAN

Contractor: City of Poughkeepsie
Contract Number: C1000690
Program Contact Person: Paul Hesse, Community Development Coordinator
Phone: 845-451-4106
Fax:
Email: phesse@cityofpoughkeepsie.com

Kaal Rock Connector Feasibility Study and Design

1. Project Description

The City of Poughkeepsie will conduct a feasibility study for the Kaal Rock Connector trail between Wayras Park and Kaal Rock Park along the Hudson River waterfront. The study will assess the feasibility of two alternatives, including a cantilevered trail and a floating riverfront walkway. This study is a critical step in the creation of a continuous trail along the Poughkeepsie waterfront. Upon completion of the feasibility study, the City will advance the design of the Kaal Rock Connector trail segment.

The costs associated with the development of the feasibility study for the Kaal Rock Connector trail, and park planning and landscape design for the Southern Waterfront will serve as the match for this project. The development of this trail segment advances the City's Local Waterfront Revitalization Program which promotes public access along the entire length of the City's Hudson River shoreline. It also builds on previously funded EPF-LWRP projects including the completion of the Poughkeepsie Waterfront Redevelopment Strategy and the design of a waterfront park and other segments of the waterfront trail.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the Department of State logo and the following acknowledgment:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's Contract # as indicated on the Face Page of this contract and where applicable, the related Task # from this Work Plan. The Contractor shall submit:

- Draft products: two paper copies of each product. In addition, all draft products must be submitted as an electronic copy in Word or Word Perfect and Adobe Acrobat Portable Document Format –PDF (created using 300 dpi scanning resolution).
- Final products: two paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Word Perfect or Microsoft Word and Adobe® Acrobat® Portable Document Format - PDF (created using 300 dpi

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- scanning resolution) and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, the Departments contract #, and project title.
- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
 - Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department) as well as in JPEG or GIF format.
 - Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the Department.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

Task 1: Project Kick-off Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project kick-off meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project kick-off meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

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Design Development for Southern Waterfront Esplanade (Match)

Task 3: Schematic Design

The consultant selected by Bonura Hospitality Group shall prepare the schematic design of the facility or facilities, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

The consultant shall prepare the schematic design for review by the project advisory committee and the Department. Final design and engineering/construction plans and specifications shall be prepared based on the schematic design.

Products: Schematic design prepared.

Task 4: Draft Final Design

The consultant selected by Bonura Hospitality Group shall prepare a draft final design based on the final schematic design. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the consultant's project kick-off meeting. The draft final design shall be provided to the Department and the project advisory committee for review at least two weeks prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Feasibility Study Development (Match)

Task 5: Site Investigation/Feasibility Analysis

The consultant selected by Poughkeepsie Alliance shall conduct a site investigation, to assess the feasibility of design alternatives. The site investigation shall include a site survey and an assessment of existing conditions. The feasibility analysis will also address environmental conditions including tides, sea level rise, and ice shear and their impact on the proposed alternatives. The consultant shall prepare a report that summarizes the information collected during the site investigation.

Work shall include identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure, including stormwater treatment structures

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- Transportation/circulation systems (truck, car, bus, ferry, train, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: A site investigation/feasibility report detailing site conditions, design issues and constraints and alternatives. Draft and final versions of the report shall be prepared and submitted to the Department for review.

Task 6: Schematic Designs

After having determined the actual site conditions, the Contractor or its consultant(s) shall prepare schematic designs to ensure that the size, scale, and related physical, spatial, and environmental aspects of the proposed facility will be compatible with the site, adjacent areas, natural resources, and community character. The schematic designs of the trail shall consider and include a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

The alternative schematic designs shall be made available for review by the project advisory committee and the Department.

In consultation with the Department and the project advisory committee, the Contractor shall select one of the alternative schematic designs as the basis for final design or shall work with the consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design shall be prepared based on the selected schematic design.

Products: Alternative schematic designs. Schematic design alternative selected.

Task 7: Public Meeting

In consultation with the Department, a public information meeting shall be conducted to solicit public input on the feasibility analysis and schematic designs to assist in selecting a preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared and submitted to the Department.

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Task 8: Construction Requirement Analysis

The Contractor or its consultant(s) shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative, including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the Department for review. A pre-permitting meeting with the Department and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to the Department approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 9: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Design Development for Kaal Rock Connector trail

Task 10: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP released through advertisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 11: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.

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Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required. The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 12: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the consultant(s) selected. The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract shall be submitted to the Department.

Products: Draft and final, executed consultant subcontracts.

Task 13: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Second project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 14: Draft Final Design

The Contractor or its consultant(s) shall prepare a draft final design based on the selected schematic design alternative prepared as part of the feasibility study. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during the project kick-off meeting. The draft final design shall be provided to the Department and the project advisory committee for review at least thirty days prior to the due date for comments. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the products.

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Products: Draft final design and supporting materials.

Grant Reporting

Task 15: MWBE Reporting

In accordance with Appendix A-1, Part I, Section M, Paragraph 8, Contractor shall be required to use the New York State Contract System ("NYSCS") to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Appendix A-1, Part I, Section M, Paragraph 7 of this Agreement for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor's written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 7, of Appendix A-1 of this Agreement.

Products: Submittal of MWBE Utilization Plan. Ongoing reporting through NYSCS during the life of the contract.

Task 16: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 17: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Management Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or

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under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

R16-89			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Defeated <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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember 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.

**RESOLUTION INTRODUCING LOCAL LAW
AND PROVIDING FOR PUBLIC
NOTICE AND HEARING
(R-16-91)**

INTRODUCED BY CHAIRMAN PETSAS

BE IT RESOLVED, that an introductory Local Law, entitled “LOCAL LAW AMENDING CHAPTER 9, ARTICLE V OF THE CODE OF THE CITY OF POUGHKEEPSIE BY ADDING A NEW COLLECTION PROCEDURE FOR THE SOLID WASTE COLLECTION FEE” 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 FURTHER RESOLVED that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at 6:00 o’clock P.M., on December 5, 2016; and

BE IT FURTHER RESOLVED that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER JOHNSON

LOCAL LAW NO. 3 OF 2016

LOCAL LAW AMENDING CHAPTER 9, ARTICLE V OF THE CODE OF THE CITY OF POUGHKEEPSIE BY ADDING A NEW COLLECTION PROCEDURE FOR THE SOLID WASTE COLLECTION FEE.

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

Section 1. LEGISLATIVE INTENT

It is the intent of this local law to change the collection procedure for the solid waste collection fee. The City of Poughkeepsie is desirous of eliminating the solid waste collection fee as a line-item on the annual property tax bill. The solid waste collection fee is a user fee as opposed to a tax and does not belong on the annual tax bill. Additionally it leads to confusion, as some residential property owners' mortgage companies refuse to pay the sanitation user fee as part of the escrow.

Section 2. Section 9-68 of Chapter 9, Article V of the Code of Ordinances of the City of Poughkeepsie entitled "Solid Waste Collection Fee" is amended by the following additions and Deletions

Section 9-68 Solid Waste Collection Fees

(a) Annual Determination of Fees.

The Mayor as a part of the budget process shall propose the fees charged by the City for solid waste collection and disposal services annually. A schedule of the annual collection fees shall be approved by the City Common Council by resolution and maintained on file in the Commissioner's office and the office of the City Clerk.

(b) Billing of solid waste collection fee. The Commissioner of Finance shall bill and collect the solid waste collection fee from the responsible property owner. The solid waste collection fee shall be due and payable on January 1, however, without penalty, a responsible property owner may elect to pay the solid waste collection fee in quarterly installments with 25% payable on or before April 30, 25% payable on or before July 31st, 25% payable on or before October 31st and 25% payable on or before December 1. ~~The solid waste user fee shall be billed for each calendar year as a separate line item on an annual real property tax bill for each assessed property subject to this Article.~~

(c) Interest on unpaid residential refuse fees. If a residential refuse fee for each improved real property is not timely paid when due, interest shall accrue on such

unpaid amount at the rate of 2% per calendar month or portion thereof, computed from the original due date until paid in full, and shall be collected at the time of payment or enforcement of such solid waste collection fee.

(d) Levy of and lien on unpaid solid waste collection fee. If a residential solid waste collection fee including interest thereon, is not fully paid on or before, December 1 of the calendar year for which originally billed, the unpaid amount shall become a lien as of January 1 of the next succeeding year and shall accrue additional interest, be collected, and be enforced in the same manner and at the same time as provided by law for City taxes due in such next succeeding year.

(e) Exemptions:

(1) Any person who because of age or disability shall qualify for exemption from City real property taxes based on an enhanced star exemption or low income tax exemption, shall be charged a reduced fee for solid waste collection and disposal services in the total sum of \$100.00 annually.

(2) Any residential user eligible for STAR tax exemption from City real property taxes, upon demonstrating that only one unit of a two or three unit residential parcel is occupied as their residents, all other units being permanently vacant, after certification to the Commissioner and inspection, pursuant to regulations promulgated by the Commissioner and approved by resolution of the City Common Council, shall pay only the annual base unit fee.

(f) For Profit Mixed Residential, Multi-Residential and Commercial Users:

The annual fee shall be based upon that user's proportional share of the cost of waste collection services not funded by *ad valorem* tax, the formula for which shall be determined annually by the Commissioner, recommended to the Mayor, and adopted by resolution of the City Common Council. The Commissioner, consistent with the formula adopted by the City Common Council, is authorized to negotiate fees pursuant to Section 9-64(g) of this Chapter, based on volume and time requirements for collegian, provided that such fees shall in all instances cover at a minimum the costs of providing the service.

(g) Not-For-Profit Institutional Users:

The annual fee shall be based upon that user's proportional share of the total cost of waste collection services, the formula for which shall be determined annually by the Commissioner, recommended by the Mayor, and adopted by resolution of the City Common Council. The Commissioner, consistent with the formula adopted by the City Common Council, is authorized to negotiate fees pursuant to Section 9-64(g) of this Chapter, based on volume and time requirements for collection, provided that such fees shall in all instances cover

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at a minimum the costs of providing the service.

Section 3. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 4. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

R16-90						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Defeated <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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input 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.

R16-91						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Defeated <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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

November 16, 2016

CC Meeting: 11/21/16
ITEM VII- 5

COMMON COUNCIL
City of Poughkeepsie

RE: License Agreement with MHHC

Dear Chairman Petsas and Councilmembers:

Annexed hereto please find a proposed Resolution and draft License Agreement between the City of Poughkeepsie and Mid Hudson Heritage Center ("MHHC"). This was presented at your last meeting. The agreement will be for three years (but terminable at will). MHHC plans to fill the void left when the Dutchess County Historical Society pulled out of operating the Glebe House. Similarly to the Historical Society the function of the agreement is two-fold. First, MHHC will take over routine maintenance of the city facility. It should be noted that since your last meeting the License Agreement was updated to reflect that MHHC has agreed to take over mowing of the lawn and maintenance of the trees. Secondly, MHHC will provide public programming for the community. This will permit the Glebe House to be truly accessible to the public once again.

Please consider this matter at your Council meeting on November 21, 2016. Your favorable action is requested at that time. Representatives of MHHC will be available if you should have any questions.

Respectfully submitted,

PAUL ACKERMANN
Corporation Counsel

PA:mt
Attachment

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

**RESOLUTION
(R-16-92)**

INTRODUCED BY CHAIRMAN PETSAS

WHEREAS, the City of Poughkeepsie is the owner of property located at 635 Main Street more commonly known as the Glebe House; and

WHEREAS, until 2015 the Glebe House was operated as a cultural center and historic building by the Dutchess County Historical Society who terminated its operational agreement with the City; and

WHEREAS, the City is interested in collaborating with a non-profit for the purpose of maintaining the historical integrity of the city house and providing programming to the community at-large; and

WHEREAS, the Mid-hudson Heritage Center, Inc. a local not-for-profit organization that currently operates cultural and historic programs in the City is desirous of collaborating with the City to operate the Glebe House; and

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

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby approves the License Agreement in form and substance as attached hereto; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into an amended license agreement for the above mentioned operation provided such agreement contains the terms contained herein together with such other terms and conditions which the Mayor, the City Administrator and the Corporation Counsel shall deem appropriate, and the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution

SECONDED BY COUNCILMEMBER JOHNSON

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LICENSE AGREEMENT, made this 31st day of May 2016, **BETWEEN** the **CITY OF POUGHKEEPSIE**, a municipal corporation, organized and existing under the Laws of the State of New York, having its principal office at Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter referred to as the **"LICENSOR"**, and **MID-HUDSON HERITAGE CENTER, INC.**, having its principal office at 2 Dover Court, Rochester, NY 14624, hereinafter referred to as **"LICENSEE"** for use of the premises located at 635 Main Street, Poughkeepsie, New York.

WITNESSETH:

LICENSOR hereby licenses to the **LICENSEE** the use of following premises for the following purpose:

The Building at 635 Main Street (The Glebe House)

WHEREAS, the **LICENSOR** is the owner of the premises located 635 Main Street in the City of Poughkeepsie, New York; and

WHEREAS, **LICENSOR** desires to use the premises for educational and cultural visitor center and make the same available to the public using this premise; and

WHEREAS, **LICENSEE** desires to operate and manage the aforesaid visitor center; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

1. **LICENSOR** hereby grants to **LICENSEE** and **LICENSEE** hereby accepts from the **LICENSOR** a license to manage and operate for the period herein stated and subject to all the terms and conditions herein contained, the following described license for the privilege of operating the visitor center at the premises located at 635 Main Street Poughkeepsie, New York. It is understood and agreed between the parties that this agreement is intended to be only a license to utilize the premises and no part thereof shall be interpreted as being any form of lease.

This agreement shall be for a term of three (3) years to commence the 1st day of June, 2016 and to end on the 31st day of May, 2019 to be used and occupied by **LICENSEE** for educational purposes upon the following terms, conditions and covenants.

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2. The LICENSEE shall pay the annual rent of \$1.00 due at the execution of this agreement and annually upon the automatic renewal of the license term as set forth above.
3. The term of this license agreement shall be for three (3) years beginning December 1, 2016 and expiring on November 30, 2019.
4. It is understood that LICENSEE, upon taking occupancy of the Premises, will be operating a visitor and cultural education center. Licensee's use of the premises, and this agreement, is subject to all applicable governmental law, rule and regulation concerning the operation of such a facility. LICENSEE shall be solely responsible for complying with all such laws, rules or regulations at its sole expense. In the event that LICENSEE is unable to or does not comply, then this license agreement shall terminate upon thirty (30) days notice to Licensee.
5. The LICENSEE shall take good care of the premises and shall, at its own cost and expense, keep the interior of the premises neat, clean and orderly; and at the expiration of the term, LICENSEE shall deliver up the premises in good order and condition, normal wear and tear excepted. Nothing in this article or elsewhere in this agreement shall imply any duty upon the part of LICENSOR to do any work; and performance thereof by Licensor shall not constitute a waiver of Licensee default in failing to perform the same.
6. The LICENSEE agrees to be responsible for payment for electricity, water, sewer, garbage, maintenance and repair of the premises. LICENSOR shall not be liable for any failure of water supply, gas or electric current, nor for any injury or damage to any property or any person or to the Premises caused by or resulting from the lack of such utility.
7. The LICENSEE shall be liable and responsible for any and all utility and heating costs attributable to the building and its operation thereof. LICENSEE shall further obtain its own service contracts in connection with such systems located upon the subject premises.
8. The LICENSEE shall provide for all standard painting, maintenance and repair work for both the interior and exterior of the premises. The LICENSOR will consult with the LICENSEE concerning the execution and funding of any and all restoration projects and capital improvements as such projects and improvements are desired by the LICENSEE or necessary to comply with state and local building codes and historic preservation laws. All work will comply with the Secretary of the Interior's Standards for Restoration, consistent with the property being listed on the National Register of

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Historic Places and such standards as are imposed on the premises by reason of its landmark status under local law.

9. The **LICENSEE** shall maintain the lawn and trees on the premises in good condition. The **LICENSEE** shall neither encumber nor obstruct the sidewalks around said premises; and **LICENSEE** will keep the same free and clear from ice and snow. **LICENSEE** shall be responsible for arranging for garbage collection for the premises.
10. The **LICENSEE** shall carry liability insurance in the sum of \$1,000,000.00 and also fire insurance and shall cause the **LICENSOR** to be named on policies as "named insured". Said insurance shall be maintained during the entire term of this Agreement.
11. **LICENSEE** acknowledges that it is fully familiar with the Premises and the physical condition thereof. **LICENSEE** accepts the Premises in the existing condition and state of repair, and **LICENSEE** agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of **LICENSOR** in respect of the Premises, the physical condition thereof, or the use that may be made of the Premises, that **LICENSEE** have relied on no such representations, statements or warranties, and that **LICENSOR** shall in no event whatsoever be liable for any latent or patent defects in the Premises.
12. **LICENSEE** is responsible for compliance with current and future historic preservation requirements arising from the historic preservation law (as amended from time to time) of the City of Poughkeepsie. This includes the requirement that the owner of a landmark building must obtain a certificate of appropriateness and comply with design and material requirements imposed by the Historic District and Landmark Preservation Commission for any repairs, maintenance, alterations, and restoration of the landmark Glebe House.
13. **LICENSEE** is fully responsible for making application to the Historic District and Landmark Preservation Commission for all permits and approvals necessary under the local historic preservation law and for costs of compliance with rulings of the Commission and conditions of permits and approvals.
14. **LICENSEE** is fully responsible for complying with all laws, state and local, regulating the use of the Glebe House, including the state law that public park land must be used for public park purposes, unless approved for non-park use by the state legislature.
15. **LICENSEE** hereby indemnifies and holds **LICENSOR** harmless from and against any liability arising from **LICENSEE'S** negligent acts, omissions or errors in connection

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with its activities under this agreement. **LICENSEE** covenants and promises that it shall be solely responsible for providing coverage to the personnel employed hereunder for Disability and for Worker's Compensation.

16. **LICENSEE** shall provide to **LICENSOR**, at **LICENSOR'S** request, such supporting documentation as **LICENSOR** shall reasonably require, and evidencing **LICENSEE'S** compliance with the terms of this agreement.
17. The **LICENSEE** shall not permit sub-occupancies in the within premises or any part thereof or make any alterations on the premises without the **LICENSOR'S** consent in writing; or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture.
18. The **LICENSOR**, its agents or representative, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of inspecting the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof and also for the purpose of providing heat to said premises if the **LICENSEE** has not made necessary repairs. In addition, the Building Inspector may make routine inspections of the building upon reasonable notice to **LICENSEE**.
19. In the event structural repairs in excess of Ten Thousand (\$10,000) Dollars become necessary by fire or other casualty damage or loss in excess of \$10,000 occurs during the term of this Agreement, and **LICENSEE** fails to make such repairs after demand by **LICENSOR** to make such repairs, the **LICENSOR** shall have the sole option to repair or instead may elect to terminate this Agreement upon ninety (90) days written notice to the **LICENSEE** and charge the cost of repairs, to **LICENSEE** as additional rent. Upon receipt of such notice, the **LICENSEE**, within thirty (30) days from the date thereof, may elect to make such repairs costing in excess of \$10,000 at its own cost and expense and in the event they notify the **LICENSOR** of such election in writing, this Agreement shall continue for the term hereof. The structural repairs as used herein shall include all repairs commonly designated as structural and shall be inclusive also of the heating system, plumbing system and electrical wiring, and further, that the **LICENSOR** shall not be responsible to **LICENSEE** for any damages caused by any failure thereof.
20. Should **LICENSOR**, in its sole judgment, decide that **LICENSEE** is not operating the license herein granted in a satisfactory manner, then **LICENSOR** may terminate this license by notice in writing, immediately effective on mailing, the license to terminate as though it were the time provided in this license, all right of **LICENSEE** therein shall be

forfeited without any claims for damages, compensation, refund of his investment, if any, or any other payment whatsoever against LICENSEE.

21. Either the LICENSOR or the LICENSEE in actual occupancy may cancel this Agreement upon notice in writing given and delivered ninety (90) days prior to the effective date of cancellation. Such notice may be hand-delivered or transmitted by registered mail, return receipt requested, to the address of the parties set forth in this Agreement or otherwise as the parties may from time to time designate in writing.
22. If default be made in any of the covenants herein contained, then it shall be lawful for the LICENSOR by summary proceeding to terminate, repossess, re-enter and occupy, with LICENSEE responsible for LICENSOR'S costs of enforcement.
23. LICENSEE at the expiration or sooner termination of this license shall quit and surrender the licensed premises and all property thereon.
24. This instrument shall not be a lien against said premises, and LICENSEE shall not create or permit to be created any lien, encumbrance or charge upon the Premises or any part thereof or the income there from, except as otherwise provided herein, and LICENSEE in no event shall suffer any other matter or thing whereby the estate, rights and interest of LICENSOR in the Premises or any part thereof might be impaired, except as otherwise provided herein.
25. The failure of the LICENSOR or the LICENSEE to insist upon a strict performance of any of the terms conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the LICENSOR or LICENSEE may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.
26. The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon its respective successors and assigns.
27. Should LICENSEE find itself unable to comply with any obligation of this license agreement, LICENSEE should consult with the appropriate City agency to identify available means of avoiding default.
28. This document represents all of the agreement between the parties and may not be changed or amended unless in writing and signed by both the parties hereto. This

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agreement may not be assigned by either of the parties, without the consent of the other, which consent may be withheld in the sole discretion of the party.

IN WITNESS WHEREOF, the parties have or caused these presents to be executed by their respective officers on the day and year first above written.

CITY OF POUGHKEEPSIE

Mid-Hudson Heritage Center, Inc.

By: _____
Mayor Robert Rolison

By: _____
Roy Budnick

R16-92			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 checked="" type="checkbox"/>	Accepted	Councilmember McNamara	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	Councilmember Klein	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. A motion was made by Chairman Petsas and seconded by Councilmember Johnson to receive and print.

Councilmember Johnson made a motion to suspend the rules to allow for Mr. Nesheiwat to speak, **Councilmember McNamara** seconded the motion.

Councilmember Young made a motion to resume the rules, **Councilmember Cherry** seconded the motion.

Councilmember Young made a motion to go into Executive Session, **Chairman Petsas** seconded the motion.

Councilmember Young made a motion to resume the meeting, **Chairman McNamara** seconded the motion.

Councilmember Young made a motion to table Resolution R16-93 and Resolution R16-94 to another meeting, **Councilmember Cherry** seconded the motion.

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R16-93						
			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Accepted <input type="checkbox"/> Defeated <input checked="" 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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

R16-94						
			Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Accepted <input type="checkbox"/> Defeated <input checked="" 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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII. ORDINANCES AND LOCAL LAWS:

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

LOCAL LAW NO. 2 OF 2016

A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW § 3-c

INTRODUCED BY COUNCILMEMBER CHERRY

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

Section 1. LEGISLATIVE INTENT

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the City of Poughkeepsie, County of Dutchess pursuant to General Municipal Law § 3-c, and to allow the City of Poughkeepsie, County of Dutchess to adopt a budget for the 2017 fiscal year that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c.

Section 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax levy limit by the adoption of a local law approved by the Common Council.

Section 3. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 4. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

SECONDED BY COUNCILMEMBER JOHNSON

LL16-2			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 checked="" type="checkbox"/>	Accepted	Councilmember McNamara	Voter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	Councilmember Klein	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Petsas	Voter	<input checked="" 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.

**ORDINANCE AMENDING §§13-195, 13-180
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-16-11)

INTRODUCED BY COUNCILMEMBER CHERRY

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

SECTION 1: §13-180 is hereby amended by the following addition:

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:

Livingston Street, from its intersection with Lincoln Avenue, easterly to its intersection with South Avenue.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER JOHNSON

DELETION denoted by **Strikethrough and Bold**

O16-11			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Defeated <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 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 L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IX. PRESENTATION OF PETITIONS AND COMMUNICATION:

1. **FROM COMMISSIONER OF FINANCE NELSON**, a communication regarding short term financing for DPW vehicle purchase, in accordance with Capital Plan. **Tabled**

2. **FROM COMMISSIONER OF FINANCE NELSON**, a request to go into Executive Session to discuss ongoing negotiations with the Collective Bargaining Units.

Councilmember Johnson made a motion to suspend the rules to go into Executive Session, **Councilmember Young** seconded the motion.

Councilmember Young made a motion to resume the regular meeting, **Councilmember McNamara** seconded the motion.

3. **FROM ISAIAH CAMPBELL, an infant by his mother and natural guardian, MARISKA NIEVES, individually, and MARISKA NIEVES**, a notice of personal injury sustained on September 14, 2016. **Referred to Corporation Counsel**

4. **FROM GINO’S PIZZA AND RESTAURANT**, a notice of intent to renew their Liquor License. **Referred to Corporation Counsel**

X. OLD BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Young and Councilmember McNamara to adjourn the meeting at 10:23 p.m.

Dated:

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I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, November 21, 2016

Respectfully submitted,

**Deanne L. Flynn
City Chamberlain**

