



**THE CITY OF POUGHKEEPSIE
NEW YORK**

**COMMON COUNCIL MEETING
MINUTES**

Monday, November 7, 2016 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- All Present

II. REVIEW OF MINUTES:

Common Council Meeting of October 5, 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:

IX. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

6. FROM CORPORATION COUNSEL ACKERMANN, a communication regarding increased parking fines.

REMOVE:

VII. MOTIONS AND RESOLUTIONS:

4. FROM COMMUNITY DEVELOPMENT COORDINATOR HESSE,

Resolution R16-86, approving a Memorandum of Understanding
between
the City of Poughkeepsie and Metro North Commuter Railroad
Company.

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

**Constatine Kazolias 47 Noxon Street
Denise Charles 600 Spring Manor Circle
Patricia Peterson-41 Conklin
Debra Williams-135 Main Street
Rosemarie Mc Caffery-St. Simeon
Roy Fitzmorris-St. Simeon
Jackie Concpcion-St. Simeon
Doreen McGuire- Commons at Cedar
Carol Kozlowski-50 Hoffman Street
Helen Clawson- 60 Academy Street
Al White-20 North Perry Street
Diane Campbell-
Patricia Caturano-117 Second Mile Drive
Laura Foreman-453 Main Street
Sheila Drew-66 Washington Street
Barbara Thestrup-66 Washington Street
Kevin Newman
Ashley Bauman- 10 Rinaldi Blvd
Mike Mysner- Garden Street
Patricia Street-144 South Avenue
Pastor Hermann- 120 Hudson Avenue
Frank Clark- 406 Second Mile Drive
Sheila Stigers-2 Creek Road
William Smith-42 Columbia Street
Darrett Roberts-140 Franklin Street
Eusona Tyler-20 Academy Street
George Sinzer-51 Creek Road
Michael Schomaker-147 Union Street
Barbara Jenkins-120 Hudson Avenue
Earl Brown-5 Merrick Road
Kevin Newman-288 Church Street
Doreen Brill-PO Box 5095
Jeff Aman- 40 Presswick Court**

Jeff Aman

40 Prestwick Court
Poughkeepsie, NY 12603

I would like to take a few minutes of your time to talk about the proposed merger of bus service of the City of Poughkeepsie with transit provided by Dutchess County. While details of how such a merger might take place have yet to emerge I understand the financial motivation and I have heard much of the public comment since Mayor Rolison first brought up the possibility. I have also heard many comments about the current transit service in recent years, since obtaining an artist studio on Main Street, as a result of participation in artistic and cultural events in the heart of the City, community development events driven by the Middle Main Initiative of Hudson River Housing, and many of the festivals and events at the waterfront, like the Jazz Festival, the Fathers Day Parade, and La Guelaguetza.

The comments I have heard to date fall into three general categories... First is fear of change, second is fear of losing an essential service that would impact lives of our residents, and third is fear of losing control of such an essential service. These fears are wholly justified and should not be minimized, and they are a natural reaction that must be faced if such a merger takes place. I personally am not reliant on our current bus service, but am somewhat reliant on people that are. My fears are quite different, so I would like to start a different conversation: my fear of DOING NOTHING.

Things are changing in the City of Poughkeepsie and I am optimistic about our future. We have some new businesses like Stofa's Collision, 4th State Metals, and Blue Collar Brewery, and we have some businesses that are expanding. We have new development projects in the Middle Main area, in lower Main, and on the waterfront. This means we will have new residents in the heart of the City, and new employment opportunities. We will have more residents that do not want to drive everywhere or that do not have the means to own a car. In recent years we have seen greatly increased participants by Marist College and Vassar college volunteers and interns having limited access to transportation. The future of our city is not wholly reliant on automobiles and we need to reposition our city for such a future. What this implies to me is that we need to focus on **bike lanes, pedestrian access and safety, and public transportation**. A failure to accommodate the needs of these future residents and visitors will limit the number of individuals willing to live in our city during its transformation, slowing our growth.

Specific to our bus service there is a list of changes that we need to think about, none of which are new ideas:

- Later bus service hours during the week
- Saturday bus service
- Limited Sunday bus service
- A reliable understanding of transfers between city-centric lines and county-centric lines
- A smartphone app allowing one to quickly understand where the nearest bus stop is, what the routes are, and when the next bus will appear
- A direct bus line down Main Street from the train station to Arlington, on shorter intervals
- New and/or improved bus stop shelters along the Main Street routes with appropriate nighttime lighting
- Improved signage as to where buses are expected to stop
- A phone number to call if there are questions or problems, that someone will actually answer
- A trolley bus that can be scheduled as part of a community event around a specific venue
- etc.

Now, back to my personal fears. Public transportation is basic infrastructure necessary to help our city prosper, and I do not believe we can let it stagnate until a miracle occurs, or the miracle will never occur. It just seems to make sense that we start now, partner with Dutchess County, and move forward. I know it will not be easy and it will not be pain free, but our current financial position and outlook means that we as a city can't do this alone. I think a path to a better future is possible and must be found, and that special attention is required to address the concerns of our residents that are entirely dependent upon our existing service. I feel that improving our public transportation is an integral part of revitalization, along with our Police Department, Fire Department, and DPW, that are all necessary to attract new residents and businesses to our city.

What I ask of this Administration and Council is to either find a way to start funding improvements to our transit system next year or carry out the proposed merger in a way that gives our residents a voice.

Laurie Sandow-201 South Grand Avenue

At the last Common Council meeting, a certain councilmember exclaimed that he wouldn't be deprived of his First Amendment rights, and would be speaking his mind as and when he saw fit.

Then, at a City Autumn festival, the same councilmember quickly switched from First Amendment absolutist to First Amendment opportunist, telling me that he would not even be saying "hello" in response to my greeting, and that I had no right to ever talk to him.

Since October 20, 2016, the same Councilmember has exercised his right to plead the Fifth (Amendment) regarding the names and identities of ALL committee members, and the minutes of ALL meetings related to receipt, review, selection and recommendation of the winning proposal submitted in response to RFP-COP-08-14-04, for the property located at 36 N. Clover Street, also known as Wheaton Park. In a letter received today, this councilmember wrote: "I am in receipt of the above referenced FOIL request. The information you are requesting does not exist, therefore is not available."

Led by this Councilmember, who neglected a public amenity in his own Ward and then used the amenity's condition as rationale for selling, the Poughkeepsie City Council made a request to Senator Sue Serino to author home rule legislation to alienate Wheaton Park. Asked by Senator Krueger on the floor of the NY State Senate what the sale price would be, Senator Serino replied, "I believe it is \$750,000 dollars."

But the contract written by the City's Corporation Counsel put the sale price at only \$600,000 dollars, while including a variety of methods by which the developer could reduce the price further. And the Council held illegal special meetings—meetings that violated NY State Open Meetings law—to race a vote through before a new Council could be installed.

Why am I raising this now? Because after many delays and apparent backroom negotiations, the recent budget review sessions indicate that the effective sale price for this parcel will be \$400,000. That is, \$350,000 dollars less than the amount quoted by Senator Serino on the State Senate floor.

So when the public contemplates the coming 16.5% property tax increase, and is treated tonight to posturing by various Council members in response to the proposed City budget, ask yourself:

Why has no member of the Council been required to testify about their own budget and discretionary funds at any of the budget review sessions? How much, and which Council members receive stipends and other additional funds for performing their part-time jobs—and are they conscientiously performing those jobs, including attending required meetings? Where is public accounting for each Councilmember's discretionary funds? What are the names of the various Council committees and which councilmembers sit on them? Where are the attendance records for the various meetings they're required to attend?

How fiscally responsible is a Common Council that recently handed away \$25,000 to one non-profit, and raced to alienate a public amenity that is now poised to sell for little more than half the amount quoted on the NY Senate floor? Why are Council members objecting to expenses on other budget lines and categories, when they refused to honor City Code Section 2.10, forbidding the Common Council to enact or adopt local laws, ordinances or resolutions having a present or future fiscal impact on the city in excess of fifty thousand dollars (\$50,000) without undertaking a Fiscal Impact Statement. Why does the Councilmember pointing the finger at the County Executive refuse to himself sit on the Council's finance committee?

Penny Lewis-28 Harrison Street
Mary Flad-115 Academy Street
Karlton D. Jones-2 Mt. Carmel Place
Carol Simonetty-32 Loockerman Avenue
William Dykus-96 South Hamilton Street
Steven Plank- Carroll Street
Ashley Buomann- 10 Rinaldi Blvd

Tom Price- 7 Meyer Avenue
Janet Yonne-107 Fulton Avenue
George Brindle- 5 Mansion Street
Patrick Gartland- 74 Willow
Bill McLaughn-149 Hooker Avenue

V. MAYOR'S COMMENTS:

Mayor Rolison wanted to reiterate what was said earlier on the transit meeting for November 19th 10:00-1:00 at the Family Partnership Center. This is a meeting in reference to the public transit service here in the City of Poughkeepsie. It also is going to be a meeting of requirement for the Federal Transit Administration that requires every municipality to develop a public transit plan, every five years so that they can receive federal funding. This meeting is to discuss this FTA five year plan. Those wishing to attend, we would like to have the pre-register, and there are flyers out front. Or you can call Dutchess County 486-2121. It will also be on our website, and on social media, it will be available here out front as well. Encourages people, especially those who have been here, because that will be a dialogue. This is obviously public comment, where the elected officials here in the chambers can't respond to many of the comments and statements. But this will be a working session, and wanted to thank Kevin Newman, who has been an outspoken advocate for the transit system here in the City of Poughkeepsie is going to lead one of the discussions. And there is going to be opportunities for others to do as well. Also, in reference to the refugee settlement office that has been proposed here for Poughkeepsie, just wanted to say, in conversations with the members of Church World Services, they have not found a location in the City of Poughkeepsie. It may even be in the greater Poughkeepsie area at some point in time. But that is all still up in the air. Today there was a meeting with members of the city administration and county government, with members of Church World Services. He will be having a meeting with members of CWS on Thursday, November 10th to discuss all of the things that we have spoked a little bit about tonight. Also, most importantly, there is a public information session being held by Church World Services as Christ Church on Thursday at 5:00 p.m. Originally that was going to be held at the Library, in conversations with Church World Services it was determined that a larger venue was better. Also wanted to address our 911 system here in the city as it related to our budget. We just received \$75,000 from the county through a shared services grant to study the 911 system, and to see if the 911 system can be integrated to the county system. That is not something that we as a city can flip a switch and have all of our critical 911 calls answered by the county. It involves police dispatching, fire dispatching, EMS dispatching. To make any budget decisions based on the lack of information would jeopardize public safety. It was proposed at one point in 2015 for the 2016 budget. And the mayor realized at that point that it was more complicated than just changing from one location to another. But we will have that information in 2017 to give to our public safety people, the administrator and the city council to look at, to make decisions in possible 2017 or 2018. Also wanted to say that he distributed a memo Corporation Counsel will speak on about the College

Hill designation, for the local historic register. We have some very serious concerns as it relates to the impact property wide, not just the pavilion. That is really the area of concern. And even in the public safety area because of our drinking water project that is going on there right now. It could have serious effect on that, and we don't want to see that drinking water project with the new reservoirs with our drinking water impacted by this. Think we can get through this, and am looking forward to conversations on that. The Administrator has just released the snow plow routes to the Council Members. So you know what the routes are in advance. Leave this on the topic of the evening, and that is the potential integration of the city transit system to the county system. Want to make it very clear, this is not a county idea, this is not a county proposal, this is a proposal by this Administration to integrate into the county system. It only happens if we do something on our end. This is not the county, down the street, looking to take over our bus system. He heard the same thing in 2013 when he was in the County Legislator. It was wrong then, it is wrong now to characterize this as anything but the Administration of this city proposing this, at this time. Wanted to be fair to the county, because this was not initiated by them. What would happen is if the city got out of the transit business, the county would have to absorb it. They would have no choice. While we are talking, and trying to discuss this possible integration, that doesn't mean that this is being driven by the county. Just wanted to make that clear.

VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

Chairman Petsas 34 months ago when he got onto the council he opposed the merger with the county, and remains committed to that. There is no flip-flopping on his end, nor has he changed his mind because we did or didn't have a big crowd here. He is on record, several times opposing the county merger. In fact it was a little over two years ago that the council passed a resolution against that. It was delivered over to the County Executive. Because two years ago, the previous council determined that it was not in our best interest as a city to merge with the county. Remains committed to that assessment, and will continue to oppose the merger with the county. Also wanted to speak to the voters directly, and vote against Proposition Number One. Tomorrow is Election Day, and this process, he believes was short sighted, short circuited, and believes it does a disservice to the residents of this city. Two points to hit on: One is that currently this council confirms the appointment of the City Administrator, which brings great checks and balances to our city. The Mayor selects someone, just like the Supreme Court Justice, and the council confirms the vote. That will no longer be a part of this body's responsibility in the future, should Proposition One pass. The biggest point of this, in a time when the city is financially suffering, in a time when we are facing 16 ½ % tax increase, the last thing we need to do as a city is add a politician. We should have looked at perhaps reducing the amount of Councilmembers, but we don't need a ninth Councilmember earning one and a half the times the salary, earning health benefits to dictate to a council what legislative actions will happen. Voters need to know that currently the council, a body of eight, select the Chair through a majority vote. Because that person

is someone that the majority needs to work with, and get along with in order to pass legislation. You have to have a Chairperson who gets along with people, and can work with people. The way that this proposition is set up, automatically this ninth Councilperson, who will run citywide, and will need tremendous amount of money to run citywide, the Mayor can attest. It costs a lot of money to run citywide in the City of Poughkeepsie. So you're going to have someone who is going to have deep pockets, deep connections to run for this new position, the ninth Councilperson. Who will then automatically become Chairperson of this Council. Not a vote of his colleagues, they will simply become the Chairperson, and will be in charge of what goes on the agenda, and what does not go on the agenda. That is dangerous. You can have a liberal on the left and a conservative on the right that wins because they have deep money and deep pockets, and come from certain sections of the city, but then you can have the opposite of eight Republicans and one liberal Chairman. Believes the system that they have now works best for the residents of the city, works best for individual council people who can bring legislation to the floor and move things along. Urges voters that are in the room, who left the room, who are watching, to vote against Proposition Number One. The Senate, Congress, State Senate, Assembly, the all select their leader through a census of those he or she has to work with, and they should be doing the same thing in the City of Poughkeepsie. There are some other items that aren't as large. But as the current Chairman, as the First Ward Councilmember, urging voters to flip your ballot, and vote no against Proposition One. But most importantly, regardless of the way that you vote, please go out and vote. It is a critical election.

VII. MOTIONS AND RESOLUTIONS:

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

Councilmember Johnson made a motion to suspend the rules, **Councilmember Klein** seconded the motion.

Chairman Petsas made a motion to resume the rules, **Councilmember Johnson** seconded the motion.

A RESOLUTION OF THE CITY OF POUGHKEEPSIE, SETTING A PUBLIC HEARING REGARDING THE PROPOSED NOMINATION OF COLLEGE HILL PARK AS A LOCAL HISTORIC LANDMARK

(R-16-87)

INTRODUCED BY COUNCILMEMBER CHERRY

WHEREAS, College Hill Park is a public park owned by the City of Poughkeepsie and which park has been nominated for designation as a local historic landmark; and

WHEREAS, the City of Poughkeepsie Historic District and Landmarks Preservation

Commission (hereinafter “HDLPC”) held a public hearing on August 11, 2016 regarding its nomination; and

WHEREAS, the HDLPC voted in favor of the proposed nomination and approved the application on August 11, 2016; and

WHEREAS, pursuant to Section 19-4.5(4)(f) of the Code of Ordinances of the City of Poughkeepsie, the HDLPC’s approved application was forwarded to the Common Council for consideration on August 22, 2016; and

WHEREAS, the Common Council is required to hold a public hearing prior to the designation of any historic landmark; and

NOW THEREFORE,

BE IT RESOLVED, that the City Chamberlain be, and she hereby is authorized and directed to publish a Notice of Public Hearing to be held November 21, 2016 at 6:00 p.m. concerning the designation of College Hill Park as a local historic landmark.

SECONDED BY COUNCILMEMBER JOHNSON

R16-87			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.

**RESOLUTION
(R-16-88)**

INTRODUCED BY COUNCILMEMBER CHERRY

WHEREAS, the “Think Differently” initiative is about promoting awareness and acceptance of all people and advocating for the inclusion of all individuals living on the Autism Spectrum and those with special needs; and

WHEREAS, our City is stronger because of our diversity and differences; and

WHEREAS, according to the Center for Disease Control (CDC) over 55 million people, or approximately 19% of Americans, have a type of disability or special need; and

WHEREAS, for some people with special needs, the very things that make them unique can also keep them on the sidelines, separate from those who might not understand their differences or uniqueness; and

WHEREAS, it is important to promote and provide guidance to those with special needs on how to access publically supported services available to the in the City; and

WHEREAS, it is important to encourage and educate the entire community on ways they can make facilities and services more accessible and on how to train staff to welcome and support special needs customers and co-workers; and

WHEREAS, the goal of the “Think Differently” initiative is an important statement that our City officials, residents and business owners can make to show their support for the differently-abled children and adults with special needs and their families; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie calls on all City officials and employees, residents and business owners to adopt the “Think Differently” initiative that all are better prepared to communicate with, provide for, and support those living on the Autism Spectrum and those with special needs.

SECONDED BY COUNCILMEMBER JOHNSON

R16-88			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"/>

VIII. ORDINANCES AND LOCAL LAWS:

IX. PRESENTATION OF PETITIONS AND COMMUNICATION:

- 1. FROM ACTING POLICE CHIEF PAPE, AND JENNIFER BURKE FROM THE POUGHKEEPSIE MIDDLE SCHOOL, a communication regarding safe passage home.**

2. FROM COMMUNITY DEVELOPER HESSE a communication regarding a proposed license agreement between the City of Poughkeepsie and Mid-Hudson Heritage Center for the operation of the Glebe House.

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.

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 June 1, 2016 and expiring on May 31, 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

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

9. The **LICENSOR** 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 Pelton Mansion.
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

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

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

By: _____
Mayor Robert Rolison

By: _____

3. **FROM COUNCILMEMBER KLEIN**, a communication regarding prohibiting parking on Livingston Street between South Avenue and Lincoln Avenue.
4. **FROM RAYMOND CASANOVA**, a notice of personal injury sustained on September 9, 2016. **Referred to Corporation Counsel**
5. **FROM STATE FARM INSURANCE**, a notice of property damage sustained on October 1, 2016. **Referred to Corporation Counsel**

X. OLD BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Cherry and seconded by Councilmember Johnson to adjourn the meeting at 10:15 p.m.

Dated: November 29, 2016

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Monday, November 7, 2016

Respectfully submitted,

**Deanne L. Flynn
City Chamberlain**