



# The City of Poughkeepsie New York

## Common Council Meeting Minutes

**Tuesday, May 19, 2026**

**6:30 PM**

**Common Council Chambers**

**Welcome to the regularly scheduled Meeting of the City of Poughkeepsie  
Common Council the date is May 19, 2026, and the time is 6:30pm**

### **I. ROLL CALL**

7 Present, 2 Absent (1st Ward Council Member Ernest Henry, Council Member At-Large Da’Ron Wilson)

### **II. REVIEW OF MINUTES**

A motion to Approve was made by 6th Ward Council Member Grant and seconded by 3rd Ward Council Member Brown.

<b>Public Hearing Meeting Minutes and Common Council Meeting Minutes of May 5, 2026 - Voice Vote</b>	
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<b>Yes/Aye:</b>	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember Atonna
<b>No/Nay:</b>	None
<b>Abstain:</b>	None
<b>Absent:</b>	1st Ward Council Member Henry, Council Member At-Large Wilson
<b>Result:</b>	<b>Passed</b>

1. Common Council Public Hearing Minutes of May 5, 2026 - Milton St. Rezoning
2. Common Council Meeting of May 5, 2026

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

**IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:**

A motion to Defer to Corporation Counsel was made by 7th Ward Council Member Patterson Thompson and seconded by 2nd Ward Councilmember Menist.

Motion to Defer Items 1 and 2 to Corporation Counsel - Voice Vote	
<b>Yes/Aye:</b>	2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember Atonna
<b>No/Nay:</b>	None
<b>Abstain:</b>	None
<b>Absent:</b>	1st Ward Council Member Henry, Council Member At-Large Wilson
<b>Result:</b>	<b>Passed</b>

1. **FROM CASSANDRA SWEAT**, a notice of claim for property damage sustained on March 30, 2026
2. **FROM DEVINE HARDEN**, a notice of claim for personal injuries sustained on November 25, 2025

**V. PUBLIC PARTICIPATION:**

Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda item.

William Whelan- 237 Church St  
Kelly Vasquez- DT BID  
Laurie Sandow- S Grand Ave\*  
Warren Jones- N Clover  
Steve Peterkin- Church Street

**\*Submitted written comments for the official record**

**VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:**

**VII. REPORTS OF COMMITTEES AND BOARDS:**

**VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:**

A motion to Approve was made by 7th Ward Council Member Patterson Thompson and seconded by 6th Ward Council Member Grant.

Resolution R-26-40 - Voice Vote	
<b>Yes/Aye:</b>	2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember Atonna
<b>No/Nay:</b>	None
<b>Abstain:</b>	None
<b>Absent:</b>	1st Ward Council Member Henry, Council Member At-Large Wilson
<b>Result:</b>	<b>Passed</b>

1. **R-26-40**, Supplemental Bond Resolution Regarding R-19-81 Mansion Street Bridge Project and Washington Street Bridge Project

**EXTRACT OF MINUTES**  
(Supplemental Bond Resolution Mansion Street Bridge)

**(R-26-40)**

**SPONSORED BY: COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, MENIST, BROWN, JAMES, AND GRANT**

A regular meeting of the Common Council of the City of Poughkeepsie, Dutchess County, New York was convened in public session at the Council Chambers, City Hall, Poughkeepsie, New York on May 19, 2026 at 6:30 o'clock p.m., local time.

The meeting was called to order by **Councilmember Nathan Shook**, and, upon roll being called, the following members were:

PRESENT:

Councilmember Evan Menist  
Councilmember Terriciana Brown  
Councilmember Nathan Shook  
Councilmember Ondie James  
Councilmember Christopher Grant  
Councilmember Nedra Patterson Thompson  
Councilmember Daniel Atonna

ABSENT:

Councilmember at Large Da'Ron Wilson  
Councilmember Ernest Henry

The following persons were ALSO PRESENT:

Deputy Commissioner of Finance Karen Sorrell

The following resolution was offered by Councilmember Patterson Thompson, seconded by Councilmember Grant, to wit;

**SUPPLEMENTAL BOND RESOLUTION REGARDING R19-81 MANSION STREET BRIDGE PROJECT AND WASHINGTON STREET BRIDGE PROJECT**

WHEREAS, the City of Poughkeepsie, Dutchess County, New York (the "City") has previously approved its Bond Resolution No. R19-81 dated November 18, 2019 regarding the Mansion Street Bridge project (the "Mansion Bond Resolution", authorizing the issuance of serial bonds for the purposes described therein in an aggregate principal amount not to exceed \$4,338,00; and

WHEREAS, the City of Poughkeepsie, Dutchess County, New York (the "City") has previously approved its Bond Resolution No. R19-35, as supplemented by R24-91 and last supplemented by R25-24 dated April 15, 2025 regarding the Washington Street Bridge and Garden Street Bridge projects (the "Washington Garden Bond Resolution"), authorizing the issuance of serial bonds for the purposes described therein in an aggregate principal amount not to exceed \$24,646,496; and

WHEREAS, the City has issued its \$400,000 bond anticipation notes pursuant to the Mansion Bond Resolution, and based on available federal funding and expenditures projects, it is necessary to apply a portion of such proceeds for additional engineering, inspection and construction costs of the Washington Street Bridge Project and to modify the plan of financing as set forth herein;

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Poughkeepsie, Dutchess County, New York (the "City") (by the favorable vote of not less than two-thirds of all of the members of the Common Council) as follows:

SECTION 1. The Mansion Bond Resolution is hereby amended and supplemented by adding an additional Section 3-a to read as follows:

SECTION 3-a. A portion of the bonds authorized in the amount of up to \$40,317 may be applied to additional engineering, inspection or construction work for the Washington Street Bridge project authorized by the Washington Garden Bond Resolution.

SECTION 2. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Councilmember at Large Da’Ron Wilson	VOTING	Absent
Councilmember Ernest Henry	VOTING	Absent
Councilmember Evan Menist	VOTING	Yes
Councilmember Terricena Brown	VOTING	Yes
Councilmember Nathan Shook	VOTING	Yes
Councilmember Ondie James	VOTING	Yes
Councilmember Christopher Grant	VOTING	Yes
Councilmember Nedra Patterson Thompson	VOTING	Yes
Councilmember Daniel Atonna	VOTING	Yes

The foregoing resolution was thereupon declared duly adopted.

<p>Submitted to Council: May 19, 2026          Council Action: Approved          Roll call vote taken: Yes <u>X</u> No ___            Ayes 7 Nays __ Abstain __ Absent 2            Approved by Mayor on _____            Mayor’s Signature _____    <p style="text-align: center;">Yvonne Flowers</p> </p>	<p>I hereby certify the foregoing to be a true and correct copy of Resolution 26-40 duly adopted at a regular meeting of the Common Council held May 19, 2026.</p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">City Chamberlain</p>
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CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) He is the duly qualified and acting Chamberlain of the City of Poughkeepsie, Dutchess County, New York (hereinafter called the "City") and the custodian of the records of the City, including the minutes of the proceedings of the Common Council, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Common Council held on the 19th day of May, 2026, and entitled:

SUPPLEMENTAL BOND RESOLUTION DATED MAY 19, 2026

SUPPLEMENTAL BOND RESOLUTION REGARDING MANSION STREET BRIDGE  
PROJECT AND WASHINGTON STREET BRIDGE PROJECT

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the City. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Common Council was present throughout said meeting, and a legally sufficient number of members (two-thirds of the Common Council) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the City and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 20th day of May, 2026.

-SEAL-

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Jamar Cummings  
City Chamberlain

**IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:**

A motion to Approve was made by 7th Ward Council Member Patterson Thompson and seconded by 6th Ward Council Member Grant.

Approve Consent Agenda - Local Law 26-05 - Voice Vote	
<b>Yes/Aye:</b>	2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember Atonna
<b>No/Nay:</b>	None
<b>Abstain:</b>	None
<b>Absent:</b>	1st Ward Council Member Henry, Council Member At-Large Wilson
<b>Result:</b>	<b>Passed</b>

1. **LL-26-05**, Local Law Amending The Zoning Map Of The City Of Poughkeepsie (Milton Street, known by tax grid #6162-73-623227)

**A LOCAL LAW AMENDING THE ZONING MAP OF THE CITY OF POUGHKEEPSIE**

**(Milton Street, known by tax grid #6162-73-623227)**

**(LL-26-05)**

**INTRODUCED BY COUNCILMEMBERS SHOOK, PATTERSON THOMPSON; MENIST, BROWN, JAMES AND GRANT**

**WHEREAS**, Maselo Realty, LLC has made application to the City of Poughkeepsie to rezone a certain nine (9) acre vacant parcel of land on Milton Street, known by tax grid #6162-73-623227 from RNA to RND; and

**WHEREAS**, the Common Council of the City of Poughkeepsie, by Ordinance O-21-01 on February 16, 2021, previously rezoned the nine (9) acre vacant parcel of land located on Milton Street known on the tax maps as Grid No. 6162-73-623227 from R-2 (Medium Low Density Residential District) to Planned Residential Development (PRD); and

**WHEREAS**, pursuant to City of Poughkeepsie City Code Section 19-4.1(6)(a)[\(a\)](#), a rezoning to PRD is effective for twelve months and the Common Council is authorized to grant extensions to the approval up to a maximum of 3 years and 6 months; and

**WHEREAS**, all extensions of the previous approval have been exhausted; and

**WHEREAS**, the applicant seeks a rezoning to RND for the same exact development plan; and it was determined by staff in the Development Department that a rezoning to RND would require fewer area variances from the Zoning Board of Appeals.

**WHEREAS**, the Planning Board served as lead agency for this application pursuant to the State Environmental Quality Review Act (SEQRA) and a conditioned negative declaration of environmental significance was adopted on March 24, 2026.

**SECTION 1. BE IT ENACTED**, by the Common Council of the City of Poughkeepsie, a local law amending the City of Poughkeepsie Zoning Map to change the zoning of the following parcel from Residential Neighborhood A (RNA) to Residential Neighborhood D (RND).

**Milton Street, known by tax grid #6162-73-623227, comprising approximately 9 acres.**

**SECTION 2.** This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

[\[1\]](#) Previously Code Section 19-3.18(6)(a) prior to November 2024.

**X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:**

- 1. R-26-41**, Resolution Approving License Agreement for the Operation of a Restaurant and Concession Stand Space at Stitzel Field

A motion to Suspend Rules was made by 7th Ward Council Member Patterson Thompson and seconded by 6th Ward Council Member Grant.

Motion to Suspend the Rules - Voice Vote	
<b>Yes/Aye:</b>	2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember Atonna
<b>No/Nay:</b>	None
<b>Abstain:</b>	None
<b>Absent:</b>	1st Ward Council Member Henry, Council Member At-Large Wilson
<b>Result:</b>	Passed

A motion to Table was made by 2nd Ward Councilmember Menist and seconded by 8th Ward Councilmember Atonna.

Motion to Table Resolution R-26-41 - Roll Call Vote	
<b>Yes/Aye:</b>	2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember Atonna
<b>No/Nay:</b>	None
<b>Abstain:</b>	None
<b>Absent:</b>	1st Ward Council Member Henry, Council Member At-Large Wilson
<b>Result:</b>	<b>Passed</b>

**RESOLUTION**

**(R-26-41)**

**RESOLUTION APPROVING LICENSE AGREEMENT FOR THE OPERATION OF  
A RESTAURANT AND CONCESSION STAND SPACE AT STITZEL FIELD**

**INTRODUCED BY CHAIR WILSON; COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, BROWN AND GRANT**

**WHEREAS**, after a competitive process in which the City received responses to a Request for Proposals seeking an operator for the Restaurant and Concession Stand space at Stitzel Field, the Common Council determines that it is appropriate to enter into a license agreement with Cape Tiger Foods, LLC.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Poughkeepsie hereby finds and determines that it is in the best interest of the City to enter into a License Agreement with Cape Tiger Foods, LLC upon the terms and conditions annexed hereto as Exhibit A and made a part hereof; and

**BE IT FURTHER RESOLVED**, that the Mayor and City Administrator are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution including but not limited to the execution of the attached License Agreement.

## **LICENSE AGREEMENT**

***THIS AGREEMENT*** made this      day of      , 2026 by and between the **CITY OF POUGHKEEPSIE**, a municipal corporation of the State of New York, having its principal offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter called the "**LICENSOR**" or the "**CITY**", and **CAPE TIGER FOODS, LLC** having a principal place of business at 33 Academy Street, Poughkeepsie, New York 12601 hereinafter called "**LICENSEE**."

### **W I T N E S S E T H :**

***WHEREAS***, **LICENSOR** is the owner of the premises located at 35 Lincoln Avenue, City of Poughkeepsie, New York; and

***WHEREAS***, **LICENSOR** desires to make an eatery/food concession available to the public using this premises; and

***WHEREAS***, **LICENSEE** desires to operate and manage the aforesaid eatery/food concession; 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 eatery/food concession at 35 Lincoln Avenue, Poughkeepsie, New York, to be located in the Concession Building and the adjacent outdoor dining area at Stitzel Field within Eastman Park as shown on Exhibit A, attached hereto and made a part hereof . 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 for of lease.

2. Said eatery/food concession shall include and be limited to the privilege of furnishing food services and the sale of various food and beverage items provided, however, that such sale does not violate any other state or local statute, rule or regulation, and all food sold shall be of good quality.

3. The term of this license shall commence upon the execution of this agreement and shall expire without further notice by either party to the other at midnight on the fifth anniversary hereof unless sooner terminated as herein provided, or unless the **LICENSOR** by five (5) days' notice in writing shall terminate the license, when and if, in its sole judgment, it deems that such termination is necessary by operation of law, or pursuant to the terms of this agreement, or the licensed premises is no longer being used for a public purpose as a public concession/eating facility. This

license shall cease and terminate without notice to **LICENSEE** and without opportunity to cure in the event that the licensed premises are closed for business for more than thirty consecutive calendar days.

After the fifth (5<sup>th</sup>) anniversary of this License Agreement, **LICENSEE** shall have the right to terminate this license on 30 days' notice to the **LICENSOR**, provided that **LICENSEE** shall only have the right to terminate this license during November and December of any calendar year.

4. **LICENSEE** shall also have the option of deciding its operating hours provided that **LICENSEE** shall in no event open earlier than 6:00 a.m. or close later than 10:00 p.m., except in connection with events open to the public intended for the entertainment or edification of the attendees. **LICENSEE** shall operate a minimum of six (6) months during the year, subject to weather conditions, recognizing that it may wish to close during colder months when outdoor activities are not occurring.

5. Beginning on the "Commencement Date" **LICENSEE** shall pay to **LICENSOR**, as compensation for the privilege, granted pursuant to this license agreement, of operating the concession at 35 Lincoln Avenue, as set forth below, The **LICENSEE** shall have the option to extend the term of the license agreement, the "Renewal Term", for one (1) additional period of five years if approved by the **LICENSOR**.

Year 1 months 1-6 – \$1,000  
Year 1 months 7-12 – \$2,000  
Year 2 – \$2,250  
Year 3 – \$2,500  
Year 4 – \$2,750  
Year 5 – \$3,000

**RENEWAL TERM:**

Year 6 – \$3,250  
Year 7 – \$3,500  
Year 8 – \$3,750  
Year 9 – \$4,000  
Year 10 – \$4,250

The "Commencement Date" shall be the date of execution of this agreement. The monthly rental compensation set forth above is a result of **LICENSEE**'s initial start-up investment of capital costs in improvements to the building in the approximate range of \$50,000 to \$150,000.

**LICENSOR** hereby agrees, for the convenience of **LICENSEE** that **LICENSEE** shall pay the monthly rent in twelve (12) equal monthly installments with the monthly payment due on the 1<sup>st</sup> day of the month in which the monthly payment is due. Should the monthly payment not be received by the fifteenth day of the month in which the monthly payment is due, **LICENSEE** shall pay a late fee of ten (10%) percent of the monthly payment. **LICENSOR** may revoke

**LICENSOR'S** privilege to pay in monthly installments should the **LICENSEE** fail to make three (3) consecutive monthly payments on or before the fifteenth of the month during any one calendar year.

Such rent above is the monthly rent under this License and as such, **LICENSEE** is free to operate more than six (6) months at that specified monthly rent. **LICENSEE** shall, pursuant to Paragraph "4", be open a minimum of six (6) months per year.

6. The **LICENSEE** shall deposit with the **LICENSOR** the sum of 1/6<sup>th</sup> of that year's total annual rent to serve as Security. At the start of the each year of the lease term, i.e. when the Rent increases pursuant to paragraph 5, the **LICENSEE** shall submit such additional amounts necessary so that the Security Deposit equals 1/4<sup>th</sup> of that year's annual Rent.

7. The **LICENSEE** shall be liable and responsible for all water & sewer charges, sanitation charges and utility and heating costs including electricity attributable to the licensed premises and its operation thereof, and, in addition, all costs associated with the proper functioning of the alarm system including monitoring, if applicable.

8. The **LICENSEE** shall be responsible for ordinary maintenance of the licensed premises, including litter removal and general maintenance of the outdoor dining area as shown on Exhibit A hereto. The area to be kept clean and maintained by the **LICENSEE** shall include the subject structure and an area within twenty-five (25) feet of the exterior of the structures, including the outside dining area. **LICENSEE** shall have the right to lock the exterior restrooms during non-business hours. **LICENSEE** shall have no obligation to remove snow from or otherwise maintain any parking areas.

9. **LICENSEE** may install such equipment, as **LICENSEE** deems necessary for the proper operation of this license and shall make full payment for the same and shall maintain all equipment, fixed and expendable, in good order and repair at **LICENSEE's** sole cost and expense during the term of this license, subject to prior written notice and approval by **LICENSOR** (which shall not be unreasonably withheld) and inspection and approval by **LICENSOR**. It is further agreed that the **LICENSEE** will, within ten (10) days, discharge any and all mechanics' liens filed against the premises hereinabove described which have been filed relative to the **LICENSEE's** operations thereon.

10. Title to all equipment provided by **LICENSEE** except fixed equipment belonging to the **LICENSOR**, shall remain in **LICENSEE** and such equipment shall be removed by **LICENSEE** at the termination of this license except as hereinafter provided. Should any such property remain on the licensed premises after such expiration or termination, the **LICENSOR** may deal with such as though it had been abandoned and charge all costs and expenses incurred in the removal thereof to **LICENSEE**. It is agreed that any and all damage caused by the removal of such items or equipment will be repaired by the **LICENSEE** at its own expense.

11. **LICENSOR** shall be responsible for maintenance and repairs of the waste lines running from the licensed premises to the connection of the City lateral (pump pit) except that **LICENSEE**

shall be liable for the cost of any repairs made necessary by the operation of the kitchen at the licensed premises, including an interior grease trap of a size and design satisfactory to **LICENSOR**. The **LICENSEE** shall maintain regular maintenance logs of the cleaning of the interior grease traps and the City has the right to review the maintenance logs within a reasonable time after requested.

12. **LICENSEE's** obligation to observe and perform all of the terms, covenants and conditions of this license shall survive the expiration or the termination thereof.

13. **LICENSEE** shall not remove any property currently located on the premises, without prior written approval of the **LICENSOR**.

14. **LICENSEE** at the sole cost and expense of **LICENSEE** shall maintain the building assigned to the **LICENSEE** in full and complete repair to the satisfaction of the **LICENSOR** during the term of this license.

15. During the term of this agreement, **LICENSEE** shall at all times while **LICENSEE** is open for business keep clean and maintain in sanitary condition the public bathrooms. **LICENSEE** shall supply an adequate quantity of the necessary paper products and soap for use by the public while **LICENSEE** is open. The public toilets shall remain accessible to, and available for use by, the public starting at 9:00 am at minimum and through all hours that the park is open throughout term of this license, subject to the limitations on **LICENSEE's** obligations set forth above. **LICENSEE** shall provide notice to the City Administrator and the Commissioner of DPW, either by email to the individual holding those positions or by regular mail, no later than 15 days before closing the business for the colder months so that the City is on notice of its obligation to commence cleaning activities.

16. **LICENSEE** shall procure at **LICENSEE's** own cost and expense all permits and licenses necessary for the legal operation of this license. **LICENSOR** agrees to be responsible for any building department fees; **LICENSEE** agrees to comply with all state and local building codes.

17. **LICENSEE** shall not sell, mortgage, rent, assign, or parcel out the license hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the premises, building or spaces, covered by this license for any purpose whatsoever without first obtaining the written consent of the **LICENSOR**, nor shall the license be transferred by operation of law, without the prior written approval of **LICENSOR** who will not unduly withheld such a request.

18. **LICENSEE** agrees not to employ callers, criers, or any other means of soliciting business, without the approval of the **LICENSOR**, and not to advertise said license in any manner or form on or about the premises licensed to it, without such approval. Nothing contained in this license shall limit the **LICENSEE's** right to advertise its business operations at the **LICENSED PREMISES** provide that such advertising does not reference this license or the **LICENSOR's** ownership of the **LICENSED PREMISES** in any way.

19. (a) **LICENSEE** may make any such repairs, alterations, additions or improvements to the Licensed Premises **LICENSEE** may deem desirable, subject to all applicable State and local regulations and subject to the consent of **LICENSOR** which may be granted or withheld in its sole and unfettered discretion.

(b) Unless otherwise agreed to herein or in a later writing signed by both parties, any repairs, alterations, additions or improvements made on or to the licensed premises by **LICENSEE** shall be made at the sole cost and expense of **LICENSEE** and shall become the property of **LICENSOR** immediately upon their annexation to the demised premises.

(c) **LICENSEE** shall have no claim against **LICENSOR** for any such repairs or upgrades and **LICENSEE** agrees that it will indemnify and hold **LICENSOR** harmless from any liability on account of repairs or upgrades made by **LICENSEE**.

20. **LICENSEE** agrees that should any building or structure upon the premises included in this license be damaged by fire, or any other cause whatsoever, so as to prevent the operation of this license to the satisfaction of the **LICENSOR** and **LICENSEE**, either party, at its option, may, on notice in writing to the other party cancel and terminate this license, and all rights and privileges hereunder shall cease, provided that **LICENSOR** shall only have the right to terminate this license if the **LICENSEE** is unable or unwilling to make the repairs necessary to restore the premises to an operable condition.

21. **LICENSEE** shall not use or permit the storage of any illuminating oils, turpentine, benzene, naphtha or similar substances or explosives of any kind or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York.

22. **LICENSEE** shall keep the spaces and/or buildings licensed to **LICENSEE** and the surrounding areas clean and neat at all times while **LICENSEE** is open, including the fumigating, disinfecting and deodorizing of same and all the refuse shall be kept in closed containers.

23. **LICENSEE** agrees that at all times free access will be given to representatives of **LICENSOR**, the Department of Health and other state or federal or municipal officials having jurisdiction for inspection purposes. **LICENSEE** further agrees that, if notified by **LICENSOR** or its representative that any part of licensed premises or the facilities thereof is unsatisfactory, **LICENSEE** will remedy the same at once.

24. **LICENSEE** hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, deficiency or impairment of the electrical apparatus or wires furnished for the licensed premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time from any cause, or for commotion or riot, or any act of God, and **LICENSEE** hereby expressly releases and discharges **LICENSOR**, its agents, officers, and employees from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid and agrees to hold them harmless therefor, including attorney's fees, if any.

25. **LICENSEE** assumes all risk in the operation of this license and agrees to comply with all

federal, state and local laws and regulations and orders of the **LICENSOR** affecting the licensed premises in regard to all matters.

26. **LICENSEE** expressly agrees to hold **LICENSOR**, its agents, officers, and employees harmless from any and all claims for loss, damage or injury to person or property, whatever kind or nature arising from the operation of this license, or from the negligence or carelessness of employees of **LICENSEE**, and **LICENSEE** expressly agrees to indemnify **LICENSOR**, its agents, officers, and employees of any recoveries against them, individually and/or jointly, arising from same.

27. **LICENSEE** shall at its own cost and expense take out and maintain such insurance for the term of this license as will protect the **LICENSEE** from claims under the Workmen's Compensation Act; and shall also take out and maintain such public liability as will protect **LICENSEE** (including agents and sub-licensees, if any) and **LICENSOR** from any claims for personal injuries, including death, arising out of, incurred or caused by operations under this license by **LICENSEE** or otherwise arising out of this license. The policies shall provide the amounts of insurance elsewhere mentioned and before delivery of the license all policies shall be submitted to **LICENSOR** for approval. Each insurance policy shall name the City of Poughkeepsie as an "additional named insured" thereof, and shall be delivered to the **LICENSOR**. Each policy and certificate shall have endorsed thereon: "No cancellation of or change in this policy shall become effective until after ten (10) days' notice by registered mail to the Corporation Counsel of the City of Poughkeepsie, Municipal Building, Poughkeepsie, New York."

If, at any time, any of the said policies shall be or become unsatisfactory to **LICENSOR** as to form or substance or if a company issuing such policies shall become unsatisfactory to **LICENSOR**, and such opinion is deemed justified, **LICENSEE** shall promptly obtain a new policy, submit the same to **LICENSOR** for approval and submit certificate thereof as hereinabove provided. Upon failure of **LICENSEE** to furnish, deliver and maintain such insurance as above provided, this license may, at the election of the **LICENSOR**, be forthwith declared suspended, discontinued, or terminated and any and all payments made by **LICENSEE** on account of this license shall thereupon be retained by **LICENSOR** as liquidated damages. Failure of **LICENSEE** to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve **LICENSEE** from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of **LICENSEE** concerning indemnification. All required insurance must be in effect and continued so during the life of the license in not less than the following amounts:

- (a) Workman's Compensation Insurance, unlimited.
- (b) New York State Disability Benefits Policy, unlimited.
- (c) General Liability Insurance with a combined single limit of **TWO MILLION (\$2,000,000.00) DOLLARS** per occurrence naming the City of Poughkeepsie as an additional insured.

In the event that claims in excess of these amounts are filed, the amount of such claims, or any portion thereof may be withheld from payment due or to become due **LICENSEE** until such time as **LICENSEE** shall furnish such additional security covering such claims as may be determined by **LICENSOR**.

28. 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, effective fifteen (15) days from mailing, the license to terminate as though it were the time provided in this license, all rights of **LICENSEE** therein shall be forfeited without any claims for damages, compensation, refund of **LICENSEE** investment, if any, or any other payment whatsoever against **LICENSEE**. The fifteen-day notice to terminate this agreement shall include a statement of the conditions which have caused the notice to be issued and **LICENSEE** shall have fifteen (15) days from the mailing of the notice to cure the condition and require the termination to be withdrawn. The fifteen-day cure period shall be strictly enforced regardless of the nature of the condition to be cured, unless otherwise mutually agreed upon in writing by both parties.

29. In the event this license terminates as aforesaid; any property of the **LICENSEE** within said licensed area may be held by the **LICENSOR** until all indebtedness of **LICENSEE** hereunder at the time of termination of this license is paid in full.

30. **LICENSEE** at the expiration or sooner termination of this license as provided herein, shall quit and surrender the licensed premises and all property thereon.

31. Neither this license nor any interest created hereby may be assigned or transferred by operation of law or otherwise without the express written consent of the **LICENSOR**, it being the intention of the **LICENSOR** to grant this license personally to the **LICENSEE**.

32. This license cannot be changed orally.

33. The **LICENSEE** shall provide to **LICENSOR** a list of all members of the LLC immediately upon full execution of this license agreement. Any changes to the list of members must be provided to **LICENSOR**.

34. NOTICES:

Where provision is made herein for notice to be given in writing, the same may be given by mailing a copy of such notice by registered mail, or certified mail, addressed to the address set forth below or by delivering a copy of said notice personally.

**LICENSEE:**                   **CAPE TIGER FOODS, LLC**  
Care of DMA Worldwide, LLC  
33 Academy Street  
Poughkeepsie, NY 12601  
Attention: Damel Harrison

With copy to:

Corbally, Gartland and Rappleyea, LLP  
1733 Main Street  
Pleasant Valley, NY 12569  
Attention: Patrick Gartland, Esq.

**LICENSOR:**

**City of Poughkeepsie**  
Attn: City Administrator  
62 Civic Center Plaza  
Poughkeepsie NY 12601

With copy to:

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

***[SIGNATURE PAGE FOLLOWS]***

*IN WITNESS WHEREOF*, the parties have hereunto set their hands and seals the day and year first above written.

**CAPE TIGER FOODS, LLC**

**BY:** \_\_\_\_\_

**CITY OF POUGHKEEPSIE**

**BY:** \_\_\_\_\_  
**YVONNE D. FLOWERS, MAYOR**

# EXHIBIT A



2. **R-26-42**, Resolution Introducing a Local Law to Reduce the Citywide Speed Limit from 30 MPH to 25 MPH and Setting Public Hearing

A motion to Approve was made by 8th Ward Councilmember Atonna and seconded by 6th Ward Council Member Grant.

Motion to Approve Resolution R-26-42 - Voice Vote	
<b>Yes/Aye:</b>	2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, 8th Ward Councilmember Atonna
<b>No/Nay:</b>	None
<b>Abstain:</b>	None
<b>Absent:</b>	1st Ward Council Member Henry, Council Member At-Large Wilson
<b>Result:</b>	<b>Passed</b>

**RESOLUTION  
(R-26-42)**

**RESOLUTION INTRODUCING A LOCAL LAW TO REDUCE  
THE CITYWIDE SPEED LIMIT FROM 30 MPH TO 25 MPH**

**INTRODUCED BY COUNCILMEMBER SHOOK, PATTERSON THOMPSON,  
MENIST, BROWN, JAMES, GRANT AND ATONNA :**

**BE IT RESOLVED** that an introductory Local Law entitled, “**A LOCAL LAW TO REDUCE THE CITYWIDE SPEED LIMIT FROM 30 MPH TO 25 MPH**” be and 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 to receive comment from the public on **Tuesday, June 2, 2026, at 6:00 pm** in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

**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.

**XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:**

1. **First Read: O-26-03**, Ordinance Amending §13-189.9 of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles and Traffic” No Parking Twenty-Three Hours Starting at 9:00 A.M. on Tuesdays on May Street East Side. From its Intersection with Church St., Going South Until a Distance of 185 Feet North of its Intersection with Forbus St.

**ORDINANCE AMENDING §13-189.9  
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE  
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES  
AND TRAFFIC”  
(O-26-03)**

**INTRODUCED BY COUNCILMEMBER PATTERSON THOMPSON:**

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

**SECTION 1:** §13-189.9 is hereby amended by the following modification:

**Section 13-189.9 - No parking twenty-three hours starting at 9:00 a.m. on Tuesdays.**

When appropriate signs giving notice thereof are erected, parking on the following streets or parts of streets shall be prohibited for a twenty-three-hour period starting at 9:00 a.m. on Tuesdays:

**May Street, East side. From Its intersection with Church St., going South until a distance of 185 Feet North of it’s intersection with Forbus St.**

**SECTION 2:** This Ordinance shall take effect immediately.

**XII. MAYOR'S COMMENTS:**

NONE

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

NONE

**XIV. ADJOURNMENT:**

**At 7:15pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.**

**Dated: May 27, 2026**

**I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, May 19, 2026.**

**Respectfully submitted,  
Donna M. DeLuca  
Deputy City Chamberlain**