



**THE CITY OF POUGHKEEPSIE
NEW YORK**

**COMMON COUNCIL MEETING
MINUTES**

Monday, April 15, 2019 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- 8 Present 1 Absent (Councilmember R. Johnson)

II. REVIEW OF MINUTES:

CCM January 7, 2019						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

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

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

Robert Scores-Bobby's Towing

Victor Wong-McDonald's

Shakar Peterson-Assemblymen Jacobson's Office

Darrett Roberts 148 Franklin Street

Constantine Kazolias 47 Noxon Street

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GOOD EVENING,

AS YOU KNOW MY NAME IS BOBBY SCORES, OWNER OF BOBBYS TOWING & RECOVERY. I OWN A COMMERCIAL PIECE OF PROPERTY IN THE CITY OF POUGHKEEPSIE AND A BUSINESS, WHICH CONSISTS OF PRIVATE PROPERTY ENFORCEMENT AND PRIVATE PROPERTIES THROUGHOUT THE CITY OF POK AND COUNTIES OF DUTCHESS & ULSTER COUNTIES WHERE WE ARE CONTRACTED BY MANY COMMERCIAL AND PRIVATE PROPERTY OWNERS TO ENFORCE PRIVATE PROPERTY VIOLATORS WHICH VIOLATE LAWS ON THESE PREMISES.

I HAVE BEEN TRYING TO GET LOCAL ORDINANCES CHANGED FOR QUITE SOME TIME NOW AND I HAVE NOT BEEN HEARD.

I SAT IN CITY COURT LAST WEEK TO HEAR 5 PARKING VIOLATIONS WHICH CONSISTED OF \$250.00 PLUS A SUR CHARGE OF \$75.00 WHICH IS A TOTAL OF \$325.00 FOR A PARKING TICKET COMPARED TO MY ONLY BEING ALLOWED TO CHARGE \$85.00 FOR A NON CONSENSUAL TOW WHICH I HAVE NO KEYS FOR AND WHICH ARE MOST OFTEN PARKED IN BETWEEN OTHER CARS. I HAVE TO REMOVE THESE CARS THAT ARE VIOLATING PRIVATE PROPERTY OWNERS RIGHTS, FROM THESE SPOTS AND HAVING TO WHINCH OR HOOK THEM FROM WHERE THEY DON'T BELONG FOR MANY REASONS LIKE TRESPASSING, DRUG DEALING, VANDALISM, LOITERING AND EVEN PROSTITUTION AND MORE.

THESE VIOLATORS ARE PARKED WHERE PEOPLE RENT AND PAY TO PARK AND/OR ITS TENANT PARKING ONLY, PERMIT PARKING OR A PUBLIC PLACE THAT ARE FOR PATRONS OF THAT ESTABLISHMENT ONLY. THIS KIND OF ILLEGAL PARKING INHIBITS PATRONS WHO ARE TRYING TO PARK AND USE THE BUSINESS OWNER'S PROPERTY TO PARK BUT CANT BECAUSE SOMEONE ELSE IS TRESPASSING, PARKING AND WALKING OFF THE PROPERTY.

NOT FAIR AT ALL TO THOSE WHO PAY TAXES AND HAVE PARKING SPOTS BEING TAKEN BY PEOPLE PARKING AND WALKING OFF PROPERTY TO PATRON SOMEWHERE ELSE. EQUALLY UNFAIR TO THOSE WHO PAY TAXES AND HAVE A STRANGERS CAR PARKED ON THEIR PRIVATE PROPERTY, OR TO THOSE WHO PAY RENT AND PAY FOR THEIR PARKING SPOTS AND COME HOME TO SOMEONE ILLEGALLY PARKED IN THEIR PAID SPOT.

HOW IS IT THE CITY GETS WHAT IT DOES FOR A PARKING TICKET WHEN THE METER RUNS OUT, WRITES A TICKET OF THAT EXPENSE TO PEOPLE USING THE CITY OR CONSTANT SCLAFFLANS, BUT IT FEELS I AND PROPERTY OWNERS ARE WRONG, ESPECIALLY MY BUSINESS ~~AND~~ AND THAT I AM TARGETING CERTAIN PEOPLE. I DO NOT DISCRIMINATE AND DO NOT LIKE BEING ACCUSED OF THAT.

I REALLY WISH THE COUNCIL WOULD REALIZE WHAT PROPERTY OWNERS GO THROUGH IN BEING VIOLATED AS IS THE CITY DOES WHE THE METER RUNS OUT AS IN WHAT MY BUSINESS AND I REALLY GO THROUGH IN THE PROCESS. THE COST OF INSURANCE AND TRUCK COST, MAINTENANCE AND CONFLICT WE GO THROUGH.

CERTAIN PEOPLE SAY, "SO GIVE IT UP, DON'T DO IT", WELL THEN MY OUTLOOK ON THAT IS THE CITY SHOULD STOP WRITING PARKING TICKET AND STOP TOWING SCUFF LAWS WITH THE CITY GETS \$295.00

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AT NIGHT AND \$195.00 DURING THE DAY PLUS STORAGE WHICH IS A VERY LUCRATIVE AND SUPPORTING INCOME TO THE CITIES REVUNUE!!

AND WHY AM I BEING REGULATED AND HELD TO A LOWER STANDARD OF INCOME IN WHICH I CANNOT MAKE A LIVING FOR MYSELF AND MY FAMILY AND TO SUPPORT THE COSTS OF A HAVING A BUILDING AND EXPECT ME TO PAY TAXES ON IT.

I FEEL THAT THERE IS NO CONSIDERATION TO THE PROPERTY OWNERS OR TO MYSELF WHICH IS A BIG PROBLEM.

I ASK THE PROPER ATTENTION IS PUT TO THIS PROBLEM BY THE COUNCIL AND OTHER CITY OFFICIALS!!

PLEASE REVISIT ORDINANCE AND COST OF INSURANCE.

I AM NOT ASKING FOR ANYMORE THAN THE CITY GETS, INFACIT I GET LESS!!

I THINK THE COMMON COUNCIL SHOULD DIRECT A SOLUTION THAT WE CAN AGREE ON AND ALSO LET PEOPLE KNOW IT'S A CIVIL MATTER AND LET THE NEW FULLY STAFFED POLICE DEPT DEAL WITH ALL THE OTHER SEVERE VIOLENCE IN THE CITY INSTEAD OF BEING CALLED TO HANDLE THESE PRIVATE PROPERTY VIOLATIONS THAT ARE DIRECTED TO TAKE MY COMPANY TO COURT AND THESE PEOPLE ARE USING ROB ROLLISONN NAME AND COUNCIL MEMBERS ARE MISLED ABOUT THE SECTIONS THAT ARE NOT APPLICABLE TO THE \$85 ORDINANCE.

THANK U FOR YOUR TIME!

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FOLLOWING THE SPEAKERS WHO ARE PROPERTYOWNERS IN THE CITY OF POUGHKEEPSIE HAVE EXPOUNDED THEIR GREIVANCE BECAUSE THEIR PROPERTY RIGHTS ARE BEING VIOLATED BY NON PATRONIZING PEOPLE WHO TRESSPASS BY PARKING THEIR VEHICLES ON THEIR PRIVATE PROPERTY. TO PROTECT THEIR RIGHTS A POLICY OF TOWING REMOVING SAID TRESPASSED VEHICLES. THE CITY QUESTIONS THE TOWING POLICY. CONCLUSION, WHEN WAS MARTIAL LAW DECLARED BY THE CITY OF POUGHKEEPSIE AGAINST SAID PROPERTY OWNERS VIOLATING THEIR CONSTITUTIONAL PROPERTY RIGHTS? AS THAT CARTOON THE ID THE CAPTION, WE HAVE MET THE ENEMY AND IT IS US. THIS YEAR MARKS 75 YEARS AGO MY BROTHER NICK LANDED ON OMAHA BEACH, MAYBE HE LANDED ON THE WRONG BEACH, POUHKEEPSIE?

ORDINANCE 19-01, THE REZONING OF 27 HIGH STREET FROM R-2 TO R-4 IS THE SAME REZONING FOR THE FORMER J.C.C. WHICH WAS APPROVED BY THE D.C. PLANNING BOARD, STILL PENDING FOR REZONING, FOR REALISIOUS HAZIDIK ULSTER GROUP. FYI, A R-4 ZONNING CAN MAX OUT TO OVER 200 UNITS, THE ONLY DIFFERENCE BETWEEN THE TWO IS HIGH STREET WILL BE TAXED AND THE J.C.C. WOULD BE NFP, NON TAXABLE. THE 8TH WARD COUCILMAN IS THE POINT CONCILMAN FOR 27 HIGH STREET LOCATED IN THE 5TH WARD, WHILE THE JCC LIES IN HIS 8TH WARD. FYI, BEING THE TWO SARAHS WERE INSTRUMENTAL IN DESIGNATING POUGHKEEPSIE AS A SANTUARY CITY, AS OBAMA EYED SESSIONS STATE OF ALABAMA FOR THE OVERFLOW FROM THE MEXICAN BORDER, MAYBE THE DONALD BEING A NEW YORKER SHOULD REWARD THE CUOMOS STATE AND CITY BEING DESIGNATED SANTUARY WITH THE PRESENT ILLEGAL REFUGEE OVERFLOW!!!!

Ant P/D 04/15/19



Constntine Kazolias
47 Noxon St.
Poughkeepsie, NY 12601

Faraway Religion / Culture - D.C.
Put 1 million - For your next visit
100K - 900K with a 100K 900K

Jeff Anzevino- Scenic Hudson
Laurie Sandow South Grand Avenue

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Warren Jones
Shelia Drew 66 Washington Street
Howard Susser Lockerman Avenue
Jonathan Bix
Katherine Heit 80 North Water Street

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

Chairwoman Finney- no comments

VI. MAYOR'S COMMENTS:

Mayor Rolison- We are in preparation mode for the Poughkeepsie High school basketball team parade on April 26th from Crannell Street to City Hall. It's Friday afternoon, lineup at 4:00 o'clock. There is a rain date of the following Friday, and the route will be discussed if and when we have to we have to move it.

There was some discussion tonight earlier amongst the Councilmembers on site talking about the Community Matters 2 clean up that happened this weekend. And I had the opportunity to be there as well with over about 250 other people. It was by far the biggest cleanup I think we've had in the city of Poughkeepsie that I've ever seen. So hats off to everybody that was there especially of the CM2 gang for putting this together. What really worked out well this year was because of the addition of our DPW weekend team, they were present throughout the cleanup both with manpower and the ability to get some of the larger pieces of debris onto the trucks. The street sweeper was out. I talked to Jeff Weaver from DPW and 1.6 tons of debris was picked up by lots of folks who really come out and show that they care about the city of Poughkeepsie and particularly that Northside area. I was around there today again and it looks you know it looks really good. So hopefully we can stay on that, and you know keep up with cleaning it especially in and around the parks.

We did swear in six new officers last week. A seventh actually had been sworn in like two weeks earlier. So as the City Administrator said, we are now at the full complement of 92 police officers, which will give us the opportunity and we're just starting to have discussions on the \$608,000 federal grant that we've had since 2015. So stay tuned for more information on that. We'll be talking with the council and Congressman Maloney's office on how we're going to exercise that grant.

There were two city employees that were honored last week, at two separate functions. The first was Police Officer Jeffrey Lee was honored by Family Services and recognized at their Annual Crime Victim's Ceremony on the 11th and he received an award as a 2019 champion of crime victims' rights. And knowing Jeff before he was here when he was a Hyde Park cop I'm not surprised that they honored him for all he does. He's a very compassionate individual who works well with folks. And it was nice not that he was looking for the recognition but it certainly was nice that he got recognized for that.

Brian Laffin who is our part time Recreation Supervisor and old time teacher in the

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Poughkeepsie City School District since I think 1997 was recognized for outstanding leadership in athletics at the Boys and Girls Club of Newburgh and Poughkeepsie Gala last week.

Last week also was National Boys and Girls Club week nationally and we recognized them as well up at their spot up at the New Hope Community Center. Excuse me my cell phone is buzzing. I apologize for that. Actually it's Brian Laffin actually calling in. Believe it or not.

So a couple other quick things.

This week is National Telecommunications Week. What that actually stands for is, We recognize all of the call takers and dispatchers who work in all the various 911 centers police and fire and Department of Public Works communications centers throughout the country. And as most of you know we have our own 911 system here in the city of Poughkeepsie. So when you call 911 you're talking to our tele communicators downstairs. They answer approximately 100,000 phone calls per year downstairs.

And as of the end of March they've had 17,808 phone calls into that center and they work obviously 24 hours a day seven days a week.

There was a comment made in public comment about the million dollars when I was in the legislature in 2015. So just to give you just a little update on that. That was a million dollar amendment that was made by myself and Legislator Barbara Jeter Jackson from the City of Poughkeepsie to the Capital plan of Dutchess County. That is strictly an amendment to a plan. There is no money actually attached to it just like our capital plan. If the Legislature or the County wanted to authorize the expenditure of that money the Legislature would actually have to have to authorize that money. So it's still no money has been spent. Not even a hundred thousand dollars of that million dollars. It's still in their capital plan.

And I'd like to tonight recognize Ricardo Grant. Ricardo Grant is sitting in the back Ricardo please stand up. Ricardo is a Poughkeepsie High School Senior. He's in the e-tech program and he wanted to work in City Hall this week because they are off. So he is working with us on the third floor. Ricardo thanks for being here. Ricardo was here at 9 o'clock this morning on time. I came in with blue jeans and that's how he was dressed so you can see who looks like the mayor. But we're really excited to have Ricardo here and we're going to do a lot this week together and we had a great day today.

Thank you Madam Chair.

VII. MOTIONS AND RESOLUTIONS:

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

RESOLUTION (R19-42a)

INTRODUCED BY COUNCILMEMBER MCNAMARA:

WHEREAS, the City of Poughkeepsie has negotiated a Collective License Agreement with Orange County Poughkeepsie Limited Partnership d/b/a Verizon Wireless for the installation of a mini-single cell antenna in order to provide improved wireless communication coverage; and

WHEREAS, the Agreement is non-exclusive license covering approximately 66 square feet;
And

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

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council approves the Collocation License Agreement in form and substance as attached hereto and further authorized the Mayor and/or City Administrator to execute the agreement in form and substance as attached hereto and as approved by the Corporation Counsel.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

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SITE NAME: Hooker Wilson Micro
SITE NUMBER: 20171566178
ATTY/DATE: YS / Jan. 15, 2019

COLLOCATION LICENSE AGREEMENT

This License Agreement (the "Agreement") made this ____ day of _____, 2019, between the **City of Poughkeepsie**, with a mailing address of 62 Civic Center Plaza New York _____ hereinafter designated ("LICENSOR") and **Orange County Poughkeepsie Limited Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated ("LICENSEE"). LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LICENSOR hereby grants a non-exclusive license to LICENSEE of approximately 66 square feet of space (the "Ground Space") and necessary attachment on the roof (the "Rooftop Space") of the building (the "Building") located at 224 Hooker Avenue, City of Poughkeepsie, County of Dutchess, State of New York, (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Ground Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LICENSEE's communications facility. The Ground Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property for LICENSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LICENSOR. LICENSOR agrees to grant LICENSEE, Verizon New York, Inc., or any other local utility or fiber provider, at its own cost, the right to install such utilities or fiber on, over and/or under the Premises necessary for LICENSEE to operate the Communication Facilities, as amended herein.

2. CONDITION OF PROPERTY. LICENSEE has an opportunity to inspect the Property and accepts same in an "as-is" condition. LICENSOR makes no representations to LICENSEE as to the condition of the Property. LICENSEE represents to LICENSOR that at the time of the execution of the license Agreement it has had an opportunity to inspect the premises for its intended purpose and has determined that the Property is in a condition acceptable to LICENSEE.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the date this license Agreement is signed by both Parties (the "Commencement Date") at which time rental

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payments shall commence and be due at a total annual rental of \$4,200.00 to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LICENSOR and LICENSEE acknowledge and agree that initial rental payment shall not actually be sent by LICENSEE until ninety (90) days after the Commencement Date.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LICENSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE such Rental Documentation. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE, however, upon the supplying of the requisite Rental Documentation, LICENSEE shall make all rental payments then due without setoff

4. ELECTRICAL. LICENSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the event such sub-meter is installed, the LICENSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LICENSOR shall read LICENSEE's sub-meter on a monthly basis and provide LICENSEE with an invoice for LICENSEE's power consumption on an annual basis. Specifically, after the expiration of each calendar year, LICENSOR shall determine LICENSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LICENSEE's sub-meter on a monthly basis and the electricity bills received by LICENSOR throughout such calendar year. Each invoice shall reflect charges only for LICENSEE's power consumption based on the average kilowatt hour rate actually paid by LICENSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LICENSOR to LICENSEE at Verizon Wireless, Accounts Payable – Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com, shall be provided to LICENSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LICENSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LICENSOR fails to deliver an invoice to LICENSEE within the Invoice Period, LICENSOR waives any right to collect any electrical charges from LICENSEE for the subject calendar year. LICENSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LICENSOR.

LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property

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in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS.

a. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LICENSEE or LICENSOR terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

b. EXTENSION RENTALS. Beginning on the annual anniversary of the Commencement Date and continuing each year thereafter that this Agreement remains in effect, the annual rental shall be equal to one hundred and one percent (101%) of the annual rental payable with respect to the immediately preceding year.

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with

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extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LICENSOR and LICENSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LICENSOR and LICENSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE or LICENSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to the other Party.

11. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other LICENSEES of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue, unless LICENSEE'S use of the Property interfere's with LICENSOR'S use of the Property as a Fire House and the necessary public safety communication equipment are impacted. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE

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shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LICENSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LICENSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LICENSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LICENSOR, LICENSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. In the event that LICENSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LICENSOR under this Agreement, then LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

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17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Poughkeepsie
ATTN: CITY ADMINISTRATOR
62 Civic Center Plaza
Poughkeepsie, New York 12601

With Copy to:
City of Poughkeepsie
Attn: Fire Chief
505 Main Street
Poughkeepsie, New York 12601

LICENSEE: Orange County – Poughkeepsie Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business in the Building; provided, however, that if the nature of LICENSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

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20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

21. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

c. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days

Official Minutes of the Common Council Meeting of April 15, 2019

prior written notice to LICENSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

23.

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

25. MOST FAVORED LICENSEE. LICENSOR represents and warrants that the rent, benefits and terms and conditions granted to LICENSEE by LICENSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LICENSOR to other parties. If at any time during the Term LICENSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LICENSOR shall, within 30 days after the effective date of such offering, notify LICENSEE of such fact and offer LICENSEE the more favorable offering. If LICENSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LICENSEE. LICENSEE shall have the right to decline to accept the offering. LICENSOR's compliance with this requirement shall be subject, at LICENSEE's option, to independent verification.

[signature page to follow]

Official Minutes of the Common Council Meeting of April 15, 2019

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR: City of Poughkeepsie

By: _____

Name: MARC NELSON

Its: City Administrator

Date: _____

WITNESS

**LICENSEE: Orange County – Poughkeepsie
Limited d/b/a Verizon Wireless**

By: Verizon Wireless of the East LP, its general partner

By: Cellco Partnership, its general partner s

By: _____

Name: _____

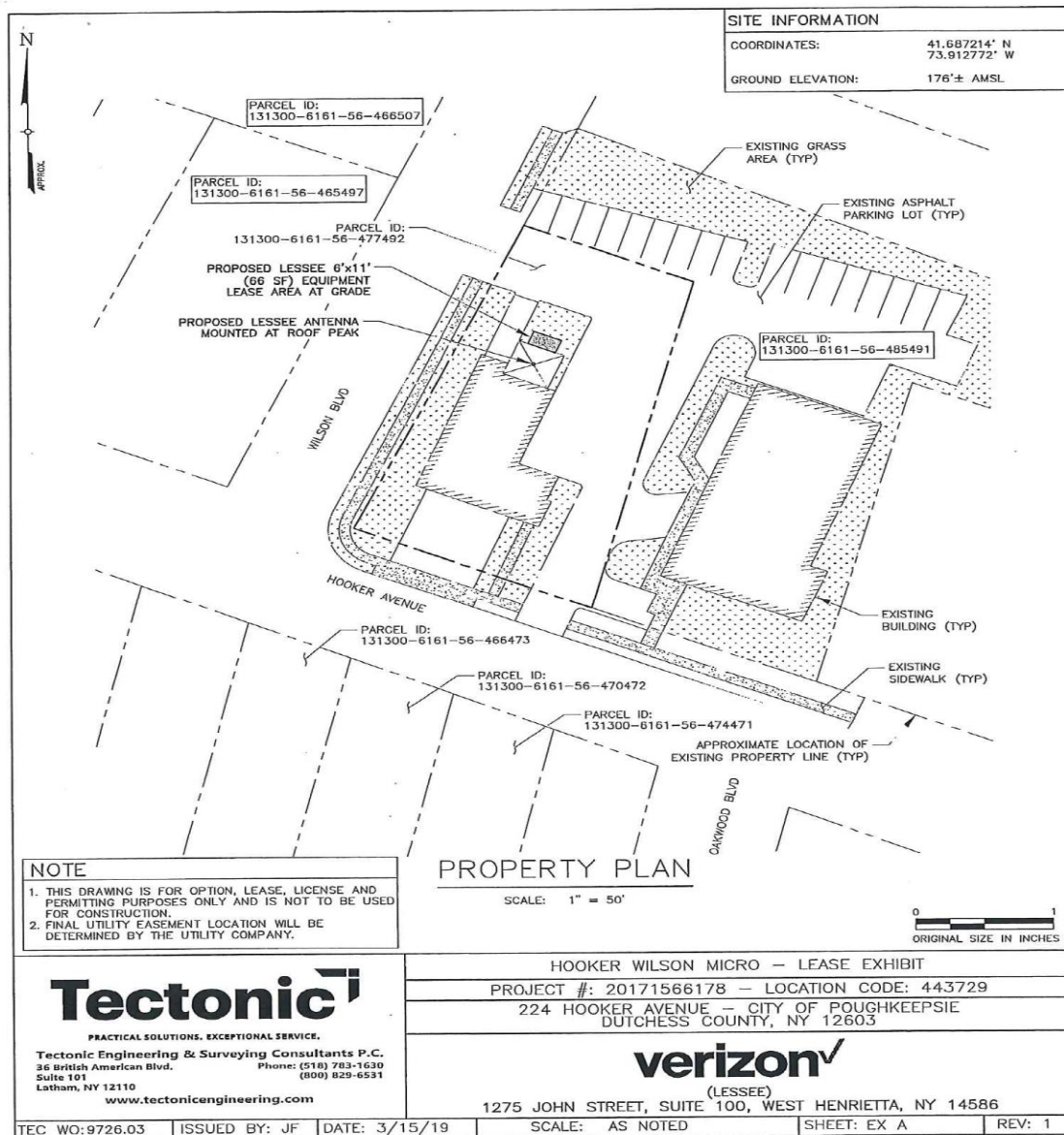
Its: _____

Date: _____

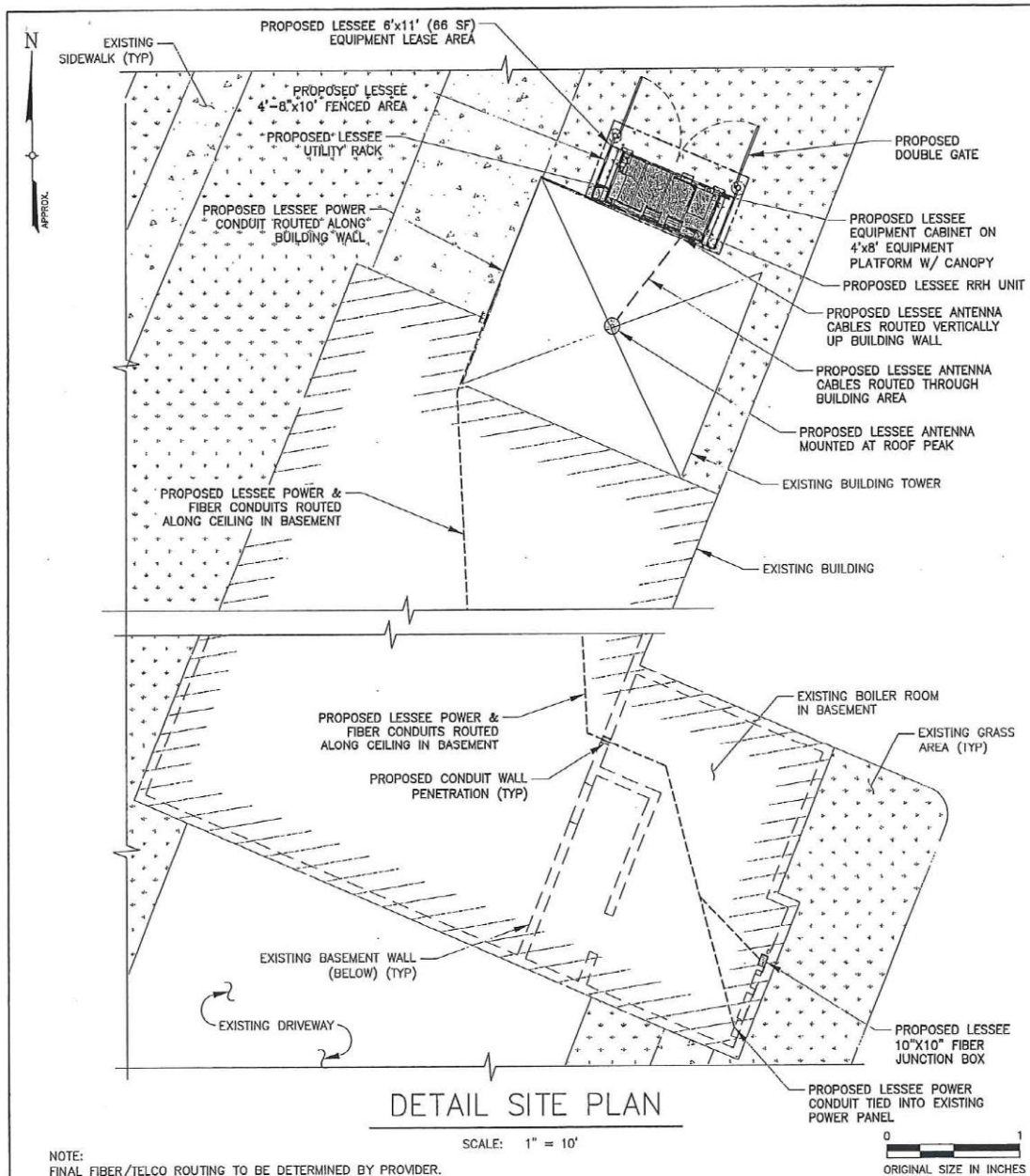
WITNESS

EXHIBIT "A"

SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE
ANTENNA SPACE AND CABLING SPACE

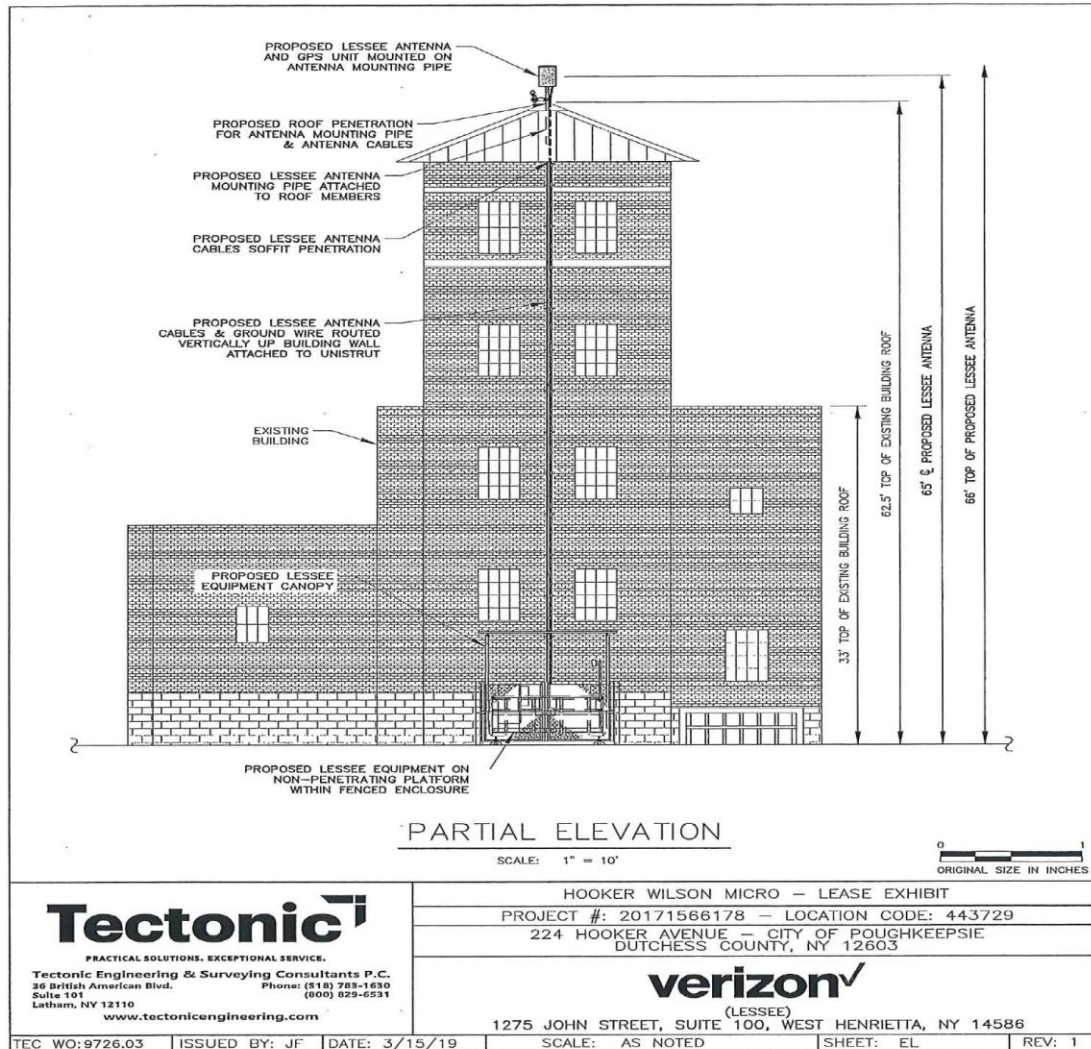


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Tectonic PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE. Tectonic Engineering & Surveying Consultants P.C. 36 British American Blvd. Phone: (518) 783-1630 Suite 101 (800) 829-6531 Latham, NY 12110 www.tectonicengineering.com	HOOKER WILSON MICRO – LEASE EXHIBIT					
	PROJECT #: 20171566178 – LOCATION CODE: 443729					
	224 HOOKER AVENUE – CITY OF Poughkeepsie DUTCHESS COUNTY, NY 12603					
	verizon (LESSEE) 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586					
TEC WO:9726.03	ISSUED BY: JF	DATE: 3/15/19	SCALE: AS NOTED	SHEET: SP	REV: 1	

Official Minutes of the Common Council Meeting of April 15, 2019



R19-42						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

2. **A motion was made by Councilmember Randall Johnson and seconded by Councilmember McNamara to receive and print.**

**RESOLUTION INTRODUCING ORDINANCE
AND PROVIDING FOR PUBLIC NOTICE AND HEARING
(R-19-45)**

INTRODUCED BY COUNCILMEMBER CHERRY:

BE IT RESOLVED, that an introductory Zoning Ordinance, entitled “The 2019 Zoning Amendment for Hudson River Housing- 504 to 514 Main Street” and 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 the Common Council hereby appoints and declares its intent to be “Lead Agency” for purpose of SEQRA; 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 May 6, 2019; and

BE IT FURTHER RESOLVED, that a copy of this introductory local law shall be forwarded by the Clerk to the Planning Board, Zoning Board of Appeals and the Dutchess County Planning Department for their comments; 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 ten (10) days prior thereto.

SECONDED BY COUNCILMEMBER MCNAMARA

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THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING DEPARTMENT
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601

Phone: (845) 451-4010 Fax: (845) 451-4006

APPLICATION FOR REZONING

PROJECT INFORMATION

ADDRESS: 504, 506-508, 510, 512 & 514 Main Street, Poughkeepsie, NY 12601

CURRENT ZONING: C-3

PROPOSED ZONING: C-1

DESCRIBE THE PROJECT FOR WHICH THE REZONING IS REQUESTED:

New construction of 54 units of affordable housing.

Will the project require any of the following approvals after rezoning? Please check all that apply:

- ☒ Site Plan from the Planning Board
- ☐ Special Permit from the Planning Board
- ☐ Subdivision (lot line adjustment)
- ☐ Use variance from the Zoning Board of Appeals
- ☒ Area variance(s) from the Zoning Board of Appeals

APPLICANT'S CERTIFICATION

By his/her signature, the applicant vows that: 1) He/She has read this application and is familiar with its contents and that the information provided herein is complete and true to the best of the applicant's knowledge; 2) He/She has read, is familiar with, and understands the requirements of the City of Poughkeepsie provision(s) affecting and/or regulating the project for which this application is made; 3) He/She agrees to comply with the requirements of the City of Poughkeepsie affecting and/or regulating the project for which this application is made, including any general or special conditions of permits or approvals granted by any board, agency or department of the City of Poughkeepsie; and, 4) He/She has read this statement and understands its meaning and terms.

Applicant's signature

Date

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**THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING DEPARTMENT
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4010 Fax: (845) 451-4006**

OFFICE USE ONLY
CODE: _____
ID #: _____
FEES: \$1,000.00

APPLICATION FOR REZONING

PROJECT ADDRESS(ES): 504, 506-508, 510, 512 & 514 Main Street

GRID #(s): 6161-23-316981, 6161-23-313982, 6161-23-309983, 6161-23-306985, 6161-23-304986

(ADD ADDITIONAL SHEETS IF NECESSARY)

APPLICANT: Hudson River Housing, Inc.

Street: 313 Mill Street

Town/Zip: Poughkeepsie, NY 12601

Phone: 845-454-5176

Email: mlinge@hudsonriverhousing.org

Applicant is: ☒ Owner ☐ Contract Vendee

If Applicant is a Corporation, LLC, LP, PC, D/B/A or Partnership, provide the name of the principal(s) who will be representing the rezoning application: _____

If applicant is a Corporation, LLC, LP, PC, D/B/A or Partnership, provide names of all shareholders, members, partners and/or officers: _____

Date that Corporation, LLC, LP, PC D/B/A or Partnership was formed or registered to do business in New York State: _____

IF THE APPLICANT IS NOT THE OWNER, DOCUMENTATION AUTHORIZING THE APPLICANT TO PURSUE APPROVALS, SUCH AS AN EXECUTED CONTRACT OF SALE OR OPTION TO PURCHASE, MUST BE SUBMITTED.

OWNER (If not applicant): _____

(If not applicant)

Street: _____

Town/Zip: _____

Phone: _____

Email: _____

Tax Map of Parcels Under Review and Surrounding Area



Las Ventanas on Main
504,506-508,510,512,514 Main Street

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February 26, 2019

Natalie Quinn, Senior Planner
City of Poughkeepsie Planning & Zoning
Municipal Building, P.O. Box 300
Poughkeepsie, NY 12602

RE: 504, 506-508, 510, 512 & 514 Main Street, Poughkeepsie.

Dear Ms. Quinn,

Please accept this letter as authorization for Hudson River Housing to submit an application for rezoning of the above referenced lots. If I can be of any further assistance, please contact me at (914) 456-1822. Thank you.

Sincerely,

Robert Palombo
Piedmont Properties of Dutchess, LLC

PO Box 4976, 106 Little Market Street, Suite A, Poughkeepsie, NY 12601
P.845.868.1239 | F.845.485.1220



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THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING & ZONING
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4055 Fax: (845) 451-4006

MEMORANDUM OF TRANSMITTAL

To: Common Council
From: Natalie Quinn, Director of Planning
Date: April 10, 2019
Re: Rezoning Application for 504-514 Main Street

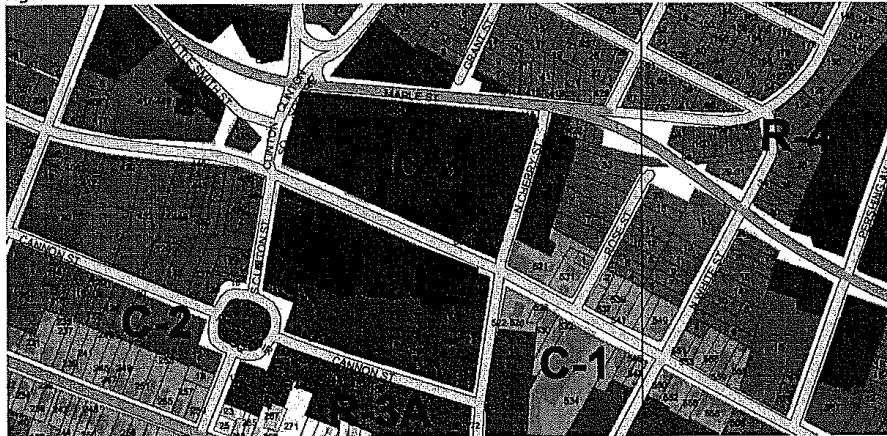
The contiguous properties of 504-514 Main Street are currently zoned as General Commercial (C-3). The applicant requests that the properties be rezoned to Neighborhood Commercial (C-1) in order to facilitate the development of *Las Ventanas on Main*, a multi-family housing development.

LOCATION COMPATIBILITY

Hudson River Housing is requesting the rezoning of approximately 0.53 acres along Main Street, tax parcels 6161-23-304986, 6161-23-306985, 6161-23-309983, 6161-23-313982 & 6161-23-316981. The subject properties are currently vacant unimproved land.

As illustrated in the map below, the properties bordering the proposed site to the north and west are zoned as General Commercial (C-3). Properties to the south are zoned as Central Medium Density Residential (R-3A), and properties to the east are zoned as Neighborhood Commercial (C-1).

Figure 1



INTENT AND OBJECTIVES OF THE PROPOSED REZONE DISTRICT

The purpose of the existing C-3 District is to provide for a wide range of commercial and limited industrial uses. The uses permitted by right include: wholesale businesses, warehouses and building material storage and sale, building, plumbing and electrical contractors, cold storage plants, beverage distributor, baking and other food processing plant, automobile repair (heavy and light) and motor vehicle service stations and gasoline pumps as part of another use, animal hospitals and boarding and/or breeding of animals, and printing plants. All of these uses have the potential to negatively impact the quality of life for any adjacent residential uses. Some less intense uses are also permitted by-right in a C-3 District, such as retail stores, restaurants, hotels, arts and craft studios, and mixed use buildings.

The purpose of the C-1 District, on the other hand, is to provide areas within residential neighborhoods for local commerce with a range of retail stores and services that cater to regular needs of nearby residents. Unlike the C-3 District, permitted uses within a C-1 District include single-family and two-family dwellings, townhouses, and multifamily dwellings by right. The C-1 District, and the range of uses permitted, is eminently more compatible with the surrounding zoning districts and existing uses, with the potential for a more mutually beneficial relationship than currently exists.

COMPREHENSIVE PLAN

The proposed parcels are included within the Main Street Economic Development Area within the City's 1998 Comprehensive Plan. The Upper Main Street section, Clinton Street to Grand Avenue, is identified as one of the three target areas along Main Street. With regards to potential uses and strategies for this portion of the Main Street, the Comprehensive Plan is relatively silent on uses, and instead focuses on the need for a building analysis and code enforcement to reduce the number of vacant and potentially dangerous structures on the 500 block. The Comprehensive Plan also recommends "streetscape improvements to complement that found on the 200 and 300 blocks and a façade improvement program" (Section 5.0, Page 5-10).

It should be noted that the City of Poughkeepsie Comprehensive Plan is now 20 years old. Best practices within the planning field recommend that a Comprehensive Plan be updated every 10 to 15 years. The Planning Department has every intention of updating the Comprehensive Plan in the future to better reflect the city's vision and speak more directly to proposals currently coming before the Common Council, Planning Board, Zoning Board of Appeals, and the city's other advisory boards and commissions.

ECONOMIC FUNCTIONALITY

The site's potential functionality in the future as a General Commercial (C-3) parcel is difficult to predict. The parcel has sat vacant for a number of years while zoned C-3. The current development proposal requires that the parcels be rezoned as C-1 since new multi-family

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buildings are not permitted in the existing C-3 District, and it is not likely that the project would meet the criteria required for the granting of a use variance.

ANALYSIS & CONCLUSION

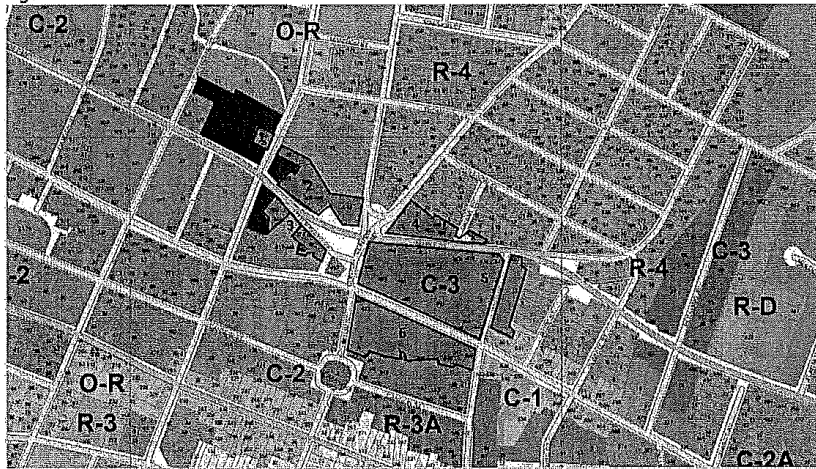
With regards to the question before the Common Council – whether the property is more appropriately zoned as C-3 General Commercial or C-1 Neighborhood Commercial – it is the opinion of the Planning Department that the site is more appropriately zoned as a C-1 District.

Due to the existing residential neighborhood to the south, utilization of the site as residential, especially multi-family residential, will provide a beneficial transition between higher intensity commercial uses to the north and the R-3A residential area to the south. Overall, use of the site for any of the uses permitted in a C-1 will be less harmful to the existing residential neighborhoods to the south.

It is the opinion of the Planning Department that there are two options for rezoning. If the Common Council agrees that the proposed parcels of 504-514 Main Street are better suited as C-1, it would make sense for additional parcels to be included since they are also subject to the same neighborhood compatibility factors. Inclusion of additional parcels will also maintain a logical transition of districts on the zoning map, avoiding the isolation of a small number of C-1 zoned parcels in an otherwise C-3 District.

Referencing the map below, the Planning Department believes that the Common Council should consider either (A) rezoning all of section 6 to extend the neighboring C-1 District west or (B) rezoning the entire C-3 District (Sections 1-6) to C-1.

Figure 2



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(A) Rezone all of Section 6 to C-1

Section	Address	Current Use	Conforming (C-3)	Conforming (C-1)
6	11 S. Clinton St	Single-Family Residence	N	Y
6	9 S. Clinton St	Multi-family	SP*	Y
6	7 S. Clinton St	Vacant / Restaurant	Y	Y
6	472 Main St	Fast Food Restaurant	SP	SP
6	468 Main St	Mixed Use (Resi & Comm)	Y	SP
6	488 Main St	Retail	Y	Y
6	508-514 Main St	Proposed: New Multifamily	N	Y
6	516 Main St	Auto Wash	Y	N

*Special permit only permits the development of multi-family housing in existing structures.

Section 6 refers to the block on the southern side of Main Street between S. Clinton Street and S. Cherry Street. If the parcels in section 6 were to be rezoned from C-3 to C-1, the number of non-conforming uses would be reduced from two to one.

(B) Rezone the entire C-3 District (Sections 1-6) to C-1 and PID-CE.

If the Common Council were to consider a larger, more comprehensive rezoning, it is the recommendation of planning staff that 27, 28, and 32 N. Hamilton Street be rezoned to Creative Edge (PID-CE) and the remainder of the parcels in the existing C-3 District be rezoned to C-1 Neighborhood Commercial.

Rezoning the existing C-3 District (sections 1-6) to Neighborhood Commercial (C-1) would bring the district more in line with surrounding districts on all sides:

- In the area immediately adjacent to Section 6, the zoning district is Central Medium Density Residence (R-3A) District, where the maximum number of dwelling units is four. The overwhelming majority of buildings in the surrounding neighborhoods are one, two and three family dwellings.
- In the area immediately to the east of Section 5 the zoning district is Medium High Density (R-4) District. There is a major residential development, also by Hudson River Housing, currently taking place in this neighborhood.
- In the area immediately adjacent to Section 4, the zoning district is Medium High Density (R-4) District. The overwhelming majority of buildings in the surrounding neighborhoods are one, two and three family dwellings.
- In the area immediately adjacent to Section 3, the zoning district is PID (shown in grey in Figure 2), with the majority of buildings containing mixed uses which include significant residential components.
- In the area immediately adjacent to Section 2, the zoning district is Medium High Density (R-4) District. The only lot bordering this section is the Poughkeepsie Family Partnership Center.

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- In the area immediately adjacent to Section 1, the zoning district is Medium High Density (R-4) District to the north and PID to the west and south. These areas contain office buildings, a church, and a mix of residential uses including two and three family dwellings, and apartment buildings with four or more units.

As illustrated in the table below, non-conforming uses would be reduced from 13 to 9. Furthermore, uses such as two-family and three-family residences would become permitted uses, whereas uses such as warehousing, car washes, and automobile sales would become nonconforming uses. Heavy auto-repair uses would become special permit uses, subject to additional requirements to protect public safety and reduce traffic hazards.

Section	Address	Current Use	Conforming (C-3)	Conforming (C-1)
1	28 N. Hamilton St	Multi-family	SP*	Y (Conforms to PID-CE)
1	32 N. Hamilton St	Multi-family	SP*	Y (Conforms to PID-CE)
2	27 N. Hamilton St	Multi-family	SP*	Y (Conforms to PID-CE)
2	355 Mill St	Storage/Warehouse/Distrib.	Y	N
2	359 Mill St	Mixed Use (Resi & Comm)	Y	SP
2	365-369 Mill St	Auto Washes	Y	N
2	4-12 N. Clinton St	Auto Repair	Y	SP**
3	362 Mill St	Storage/Warehouse/Distrib.	Y	N
3	364 Mill St	Storage/Warehouse/Distrib.	Y	N
3	374 Little Smith St	Auto Repair	Y	SP**
3	380 Little Smith St	Auto Repair	Y	SP**
3	382 Little Smith St	Auto Sales	SP	N
4	15 Smith St	Place of Worship	Y	SP
4	19 Smith St	Three-Family Residence	N	Y
4	21 Smith St	Multi-family	SP*	Y
4	403 Maple St	Single-Family Residence	N	Y
4	405 Maple St	Single-Family Residence	N	Y
4	407 Maple St	Single-Family Residence	N	Y
4	4 Grant St	Single-Family Residence	N	Y
4	6 Grant St	Single-Family Residence	N	Y
5	400 Maple St	Mixed Use (Resi & Comm)	Y	Y
5	404 Maple St	Storage/Warehouse/Distrib.	Y	N
5	406 Maple St	Parking	SP	SP
5	408 Maple St	Auto Repair (heavy)	Y	SP**
5	410 Maple St	Two-Family Residence	N	Y
5	412 Maple St	Two-Family Residence	N	Y
5	414 Maple St	Two-Family Residence	N	Y
5	416 Maple St	Single-Family Residence	N	Y
5	418 Maple St	Two-Family Residence	N	Y
5	420 Maple St	Auto Repair (heavy)	Y	SP**
5	469 Main St	Mixed Use (Resi & Comm)	Y	SP
5	471 Main St	Auto Repair & Sales	SP	SP**
5	481 Main St	Beverage Distribution	Y	N
5	485 Main St	Craft Studio	Y	Y
5	489 Main St	Studio / Event Space	Y	Y
5	505 Main St	Municipal Facility	Y	Y
5	509 - 513 Main St	Mixed Use (Resi & Comm)	Y	SP

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5	517 Main St	Park	Y	Y
5	519 Main St	Mixed Use (Resi & Comm)	Y	SP
5	8 N. Cherry St	Mixed Use (Resi & Comm)	Y	SP
5	15 N. Cherry St	Vacant / Warehouse	Y	N

*Special permit only permits the development of multi-family housing in existing structures

**Motor vehicle service stations or gasoline pumps are permitted as part of another use, provided that the meet certain restrictions regarding traffic hazards, public safety, distance from public institutions and residential districts, and requirements that all service or repair of motor vehicles shall be conducted in a building enclosed on all sides.

R19-45						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

3. A motion was made by Councilmember Salem and seconded by Councilmember McNamara to receive and print.

RESOLUTION R19-46

Resolution calling on the New York State Legislature to pass, and the Governor to sign New York State Bill A.2176 / S.425 known as the New York State Protect Our Courts Act.

INTRODUCED BY COUNCILMEMBER: SALEM:

WHEREAS, Immigration and Customs Enforcement (ICE) has substantially increased the number of immigrants it has targeted in the New York State Courts since November 2017, reporting as many as three times the number of arrests or attempted arrests than were reported for all of 2016; and

WHEREAS, many advocates are hearing from immigrants that they have a profound fear of going to court; and

WHEREAS, immigrants need access to the courts for orders of protection and to vindicate their rights as tenants; and

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WHEREAS, the State Legislature has an obligation to protect the constitutional rights of all New Yorkers to access the courts in order to receive due process and to petition the courts; and

WHEREAS, ICE's courthouse arrests undermine the safety and security for all New Yorkers;

NOW, THEREFORE

BE IT RESOLVED, that the Common Council in the City of Poughkeepsie calls on the New York State Legislature to pass the Protect Our Courts Act, New York State bill A.2176 / S.425, ensuring safety and security for all New Yorkers; and be it further

RESOLVED, that the City Chamberlain is directed to send a copy of this resolution to the City's state representatives and the Governor upon its adoption.

SECONDED BY COUNCILMEMBER MCNAMARA

R19-46						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

VIII. ORDINANCES AND LOCAL LAWS:

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

**ORDINANCE
(O-19-01)**

**ORDINANCE AMENDING CHAPTER XIX, SECTION 19-3.2 OF
THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED ZONING MAP**

INTRODUCED BY COUNCILMEMBER MCNAMARA:

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

SECTION 1: The official Map of the City of Poughkeepsie as adopted by the Common Council on February 20, 1979, as amended, is further amended as follows:

Parcel # 6162-55-267439 – 27 High Street to be rezoned from I-1 (Light Industrial) District to R-4 (Medium High Density Residential) District.

SECTION 2: That the City Chamberlain be and is hereby directed to amend the official Zoning Map in accordance with this Ordinance.

SECTION 3: That the Common Council of the City of Poughkeepsie, after a review of the facts, finds that the site is more appropriately zoned as an R-4 District. Due to the existing surrounding uses, utilization of the site as multi-family residential, will provide a beneficial transition between industrial uses to the North and East, and lower density residential uses to the South and West. Use of the site as residential rather than industrial will be less harmful to the existing residential neighborhood and in line with recommendations of the Comprehensive Plan.

SECTION 4: That the Common Council of the City of Poughkeepsie as lead agency has determined that there are no other involved agencies, that the action is an Unlisted Action and upon the Short Environmental Assessment Form and the examination of 6 N.Y.C.R.R §617.7 of the State Environmental Quality Review Act the attached Negative Declaration is adopted because no Negative impacts anticipated will occur by reason of this text amendment.

SECTION 5: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

O-19-01						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

2. A motion was made by Councilmember Flowers and seconded by Councilmember McNamara to receive and print.

**ORDINANCE AMENDING §13-269
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-19-04)

INTRODUCED BY COUNCILMEMBER FLOWERS

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

SECTION 1: §13-269 is hereby amended by the following addition:

Section 13-269 ~~Handicapped parking areas designated.~~

Upon the erection of signs giving due notice thereof, the following areas shall be designated as handicapped parking areas and are to be utilized only for the purpose set forth in this Article:

Rose Street, east side, beginning 222 feet north of its intersection of Main Street and continuing north for a distance of 33 feet, for two-parking spaces

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER MCNAMARA

ADDITIONS denoted by **Underlining and Bold**

O-19-04			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. FROM KIM M. NORTH**, a notice of personal injuries sustained on February 23, 2019. **Referred to Corporation Counsel**
- 2. FROM CAITLIN RILEY**, a notice of property damage sustained on February 5, 2019. **Referred to Corporation Counsel**

X. NEW BUSINESS:

XI. OLD BUSINESS:

XII. ADJOURNMENT:

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A motion was made by Councilmember Cherry and Councilmember Petsas to adjourn the meeting at 8:12 p.m.

Dated: August 21, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on April 15, 2019

Respectfully submitted,

**Deanne L. Flynn
City Chamberlain**