



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, June 3, 2019 at 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- All Present

II. REVIEW OF MINUTES:

CCM February 4, 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.

NONE

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

**Jeff Aman 5 Barnard Avenue
Carmen McGill 78 Glenwood Avenue
Darrett Roberts Franklin Street
Warren Jones 32 North Clover Street
Constantine Kazolias 47 Noxon Street
Mike Young 20 Barclay Street
Shannon Wong 297 Knollwood Raod
Philip McCain 411 Maple Street**

Laurie Sandow South Grand Avenue

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

Chairwoman Finney- I would like to follow up on both Ms Sandow's and Mr. Young's criticisms questions regarding certain allegations about numbers that were provided in the contract negotiations with the city that. Information has been referred to the Corporation Counsel and formally it is a dispute with a contractor who hasn't executed a contract with the city and it is properly within the scope of corporation counsel to address and he is addressing it and he will get back to us in due course.

VI. MAYOR'S COMMENTS:

Mayor Rolison- There was a comment tonight in reference to zoning and planning, and I think we're talking about the comprehensive plan, I wanted to say that the city staff planning in administration have been meeting over the past week or two about our comprehensive plan and we've all spoken about it and wanting to update that. So what we're doing now is we are looking at funding sources to update our comprehensive plan. Our expectation is to go out for an RFP this fall, with a start date in 2020 of updating the comprehensive plan, and obviously there will be a lot more to talk about between now and then. But right now there are some funding streams that we believe are available, and also with the 2020 budget preparation starting in just about a week, we're going to also look at the 2020 budget as an area where money can be put to combine with grant funding and other sources of money to complete that update.

Also we are putting together a group of members of City Administration, Corporation Counsel, Police Department, and members of the Council I had a conversation with the Chair on reviewing our towing ordinance and the licensing of tow services in the city.

We'll be launching our Municipal I.D. program this Friday June 7th in the Clerk's Office.

Also I wanted to just mention that I and the chair have spoken about additional youth program funding. And tonight there's a communication from the finance commissioner on some budget transfers which will include approximately \$100,000 in additional youth program funding. What my expectation is at this point is we may look to bolster and assist the programs that are right now funded through our Youth Grant Program, and to reach out to those programs that are funded to see if additional revenues would help them with additional spots for children and young adults to be in those programs. And also if those programs can be extended farther into the summer and into the school year. But we are hoping that the council will look favorably upon the additional funding for youth program services.

On Sunday before Memorial Day, we had our annual Memorial Day service hosted by Lafayette Post 37, at Soldiers Fountain. And again I want to thank Lafayette Post 37 for putting this on. They've been doing it for many, many, years. It is a really moving ceremony commemorating our men and women of the armed services who lost their lives in the defense of our nation. And I think Lafayette Post Number 37 deserves a special place for just what they do there.

Now to the parade of champions, we've had some stops and starts with our parade of champions

because of the weather, but the parade is on for Friday, and now it actually includes a different group an additional group of champions. So we're going to be honoring our "2019 Class A State Basketball Champions", but also our newly crowned 2019 Girls Crew State Champions". Two of the varsity boats are now state champs so they will also be honored on Friday. So the parade will be kicking off again in about 4:15. We'll be coming here to City Hall for an official ceremony, and then because Friday is also first Friday. The teams will then make their way to Mansion Square Park, where First Friday will be this Friday night, and there'll be another celebration and they will be honored there as well. So we're really excited. The weather looks great for the rest of the week and Friday and this parade will happen on Friday with and in conjunction with First Friday.

On Saturday the LGBTQ center of Kingston will be hosting a pride picnic at Warriors Park. Then on Sunday it'll be the first Dutchess County Pride Parade and Festival here in the City of Poughkeepsie. The parade will be stepping off at one o'clock, and then going down a lineup it's a twelve and the parade will be stepping off at one o'clock and going down to Waryas Park where there'll be a festival between 1:00 and 5:00 p.m. at Waryas.

So on this exciting weekend starting on Friday and then Pride weekend starting on Saturday and ending on Sunday here in the city, and I would urge anyone who can attend all three of these events, you should do it because this is going to be a great weekend here in the city.

I want to thank Sarah Wilson. Sarah Wilson has been the committee chair for Arts Commission, unfortunately due to work requirements she's had to step down from that position effective at the end of the month. And I met with Sarah, and I thanked her but I also want to make sure I knew that, and we should all thank Sarah when we see her for her commitment to the arts.

Also just a special shout out to our colleague council person Natasha Cherry, who was honored on Saturday evening by Alpha Phi Alpha fraternity with their national merit award for service to the city and to the school district so Natasha, on behalf of us, congratulations.

VII. MOTIONS AND RESOLUTIONS:

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

**R- E- S- O- L- U- T- I- O- N
(R19-54)**

INTRODUCED BY COUNCILMEMBER CHAIRWOMAN FINNEY

WHEREAS, the City of Poughkeepsie has been in negotiations with Verizon Wireless for the deployment of small cell telecommunication devices in the city right of way; and

WHEREAS, the negotiations have resulted in an agreement between the parties contained in a Small Wireless Facilities Master License Agreement ("MLA") which agreement

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sets forth the terms and conditions for the installation of small cell telecommunication devices in the city's right of way; and

WHEREAS, the agreement also contains design standards which must be adhered to in the deployment of the small cell communication devices; and

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

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby authorizes the Mayor and or the City Administrator to execute and deliver the Small Wireless Facilities Master License Agreement in for and substance as attached hereto to Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless.

SECONDED BY COUNCILMEMBER CHERRY

**SMALL WIRELESS FACILITIES
MASTER LICENSE AGREEMENT**

THIS SMALL WIRELESS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__ ("Effective Date"), by and between the City of Poughkeepsie ("City") and [Orange County-Poughkeepsie Limited Partnership] d/b/a Verizon Wireless ("Verizon" or "Licensee"). City and Verizon are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

In consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grant. Subject to Laws (defined in Section 15) and this Agreement, City grants Verizon a nonexclusive license to (i) access, use and occupy the City's ROW (as defined below) 7 days a week, 24 hours a day, for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of equipment, technologies, frequencies and related fiber and materials reasonably necessary to access, connect, operate and provide power to its equipment ("Equipment") that enables Verizon's wireless communications ("Verizon's Use"); (ii) use and/or replace City owned or controlled poles for Verizon's Use ("City Owned Poles"); (iii) use privately owned or controlled poles, including replacement poles, for Verizon's Use in the ROW pursuant to agreement with the entity owning the poles ("Privately Owned Poles") (iv) install, replace or remove Verizon, Verizon affiliate or, for Verizon's benefit, third-party owned poles in the ROW for Verizon's Use ("Verizon Owned Poles") (collectively the poles identified in subclauses (ii), (iii) and (iv) are referred to as "Poles"). For purposes of this Agreement, the "ROW" means the public rights-of-way owned, managed or controlled by the City. Verizon's Use of Poles shall, in accordance with Section 4, require the City's approval of a Pole License (as defined below). The City expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare.
2. Term of Agreement. The term of this Agreement shall be for 10 years beginning on the Effective Date (the "Term"). Unless either Party provides written notice to the other Party at least ninety 90 days prior to expiration of the Term that such Party will not renew the Term, the Term will automatically renew for an additional 5 year period and may continue to be renewed in this fashion until terminated. After the expiration or earlier termination of this Agreement, the terms of this Agreement shall apply to all Pole Licenses entered into hereunder until the expiration or termination of such Pole Licenses.
3. Fees. Verizon shall pay to the City the Fees set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit A. Verizon shall pay the one-time application fee with submission of the Pole Application (defined in Section 4(a)). Verizon shall pay the initial recurring fee within ninety (90) days of the Commencement Date (defined in Section 4(e)) and pay subsequent recurring fees on or before each

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anniversary of the Commencement Date. Before any recurring fees are paid, City shall provide Verizon a completed, current Internal Revenue Service Form W-9 and state and local withholding forms if required. Verizon may make payments by check made out to the order of the City of Poughkeepsie and sent to the following address or through electronic transfer subject to the City's approval and necessary bank routing instructions.

City of Poughkeepsie
Department of Finance
Attn: Commissioner of Finance
62 Civic Center Plaza, Poughkeepsie, NY 12601

4. Pole License.

(a). Prior to installing any Equipment, new Verizon Owned Poles or replacement City Poles or Privately Owned Poles, Verizon shall file an application with the Commissioner of Finance in the form attached hereto and made a part hereof as Exhibit B ("Pole Application") for one or more poles. Within 60 days of receipt of a Pole Application for Equipment or replacement of City Poles or Privately Owned Poles or 90 days for new Verizon Owned Poles, the City shall, in writing, approve or reject the Pole Application. If the City timely rejects the Pole Application, the review period will be suspended until Verizon cures the non-compliance. Upon approval, a Pole Application shall be deemed to be a separate pole license ("Pole License") for each pole included in the Pole Application.

(b). City may reject a Pole Application only for one or more of the following reasons, which must be specified with reasonable detail in the rejection: (i) concerns about structural capacity, safety, reliability, or generally applicable engineering practices; (ii) the Pole Application is incomplete; (iii) the proposed Equipment exceeds the height dimension or other parameters for small wireless facilities under applicable Law ("Small Wireless Facilities"); or (iv) the design documents attached to the Pole Application do not comply with this Agreement or with the City's pole attachment laws for traffic light poles, show interference with the City's public safety radio system, traffic signal light system, or other communications components, or do not comply with the Design Criteria (defined in Section 4(c)).

(c). Any aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached (collectively, the "Design Criteria") which are adopted by the City shall apply only if the criteria are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility application submitted hereunder, and (iv) comply with applicable federal and state Laws. If replacement or reinforcement of an existing pole, or installation of a new pole, is necessary, Verizon shall provide engineering design and specification drawings demonstrating the proposed installation/alteration. Changes made to the City's Design Criteria shall not be imposed or otherwise applied retroactively unless required by Laws.

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Equipment types and installation configurations substantially consistent with the drawings and plans attached hereto as Exhibit C are deemed to comply with the Design Criteria.

(d). Verizon shall pay for any electricity service for Small Wireless Facilities. As permitted by the electric provider, Verizon may install an electric meter on the pole or the ground adjacent to the pole.

(e). The term of each Pole License shall be 10 years beginning on the first day of the month following the date that is 90 days from the date of the fully approved or fully executed (as applicable) Pole License ("Commencement Date"). Unless Verizon provides written notice to the City prior to the expiration of the then current term that Verizon will not renew any Pole License, each Pole License will automatically renew for 3 consecutive 5 year periods.

(f). A Pole License may be terminated prior to the expiration of its term: (i) by City upon written notice to Verizon, if Verizon fails to pay any amount when due and such failure continues for 30 days after Verizon's receipt of notice; (ii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within 60 days after receipt of written notice or, after initiating a cure, is unable to satisfactorily complete the cure within 120 days; (iii) by Verizon at any time for any reason or no reason; or (iv) by Verizon in the event that Verizon fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Verizon; or (v) by the City if the Equipment, operation or maintenance thereof poses a hazard to public safety and Verizon has failed to respond or initiate a cure within 60 days after receipt of written notice from the City or (vi) by the City, upon 90 days advance written notice, if Verizon ceases to utilize the Equipment installed under the Pole License for more than 1 year.

Commented [RME1]: Just as a clean-up matter, the city's add'l termination rights should be moved up and relabeled as romanettes (i) and (ii).

(g). Following expiration or earlier termination of any Pole License, Verizon shall remove all Verizon Poles and/or Equipment and, other than reasonable wear and tear, repair and restore City Poles and the ROW to prior condition, unless City authorizes otherwise. In the event Verizon removes any City Poles pursuant to this Agreement, the City shall retain ownership over such City Poles and shall provide directions to Verizon for their reuse or disposal. Equipment installed on Privately Owned Poles shall not be subject to removal under this Agreement but shall at all times remain subject to the Code (as defined below).

5. Permits/Municipal Code. While the requirements of the City's Code ("Code") are in addition to the requirements of this Agreement, Verizon shall be required to apply for and obtain only those permits that are required of other occupants of the ROW. City may only impose on the permit those conditions permitted by applicable Laws and necessary to protect structures in the ROW, to ensure the proper restoration of the ROW, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the ROW. City will consider

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revisions to the Code to conform to this Agreement and applicable Law.

6. Interference.

(a). Verizon will not cause interference to City traffic, public safety or other communications signal equipment in the ROW. City agrees that City will not cause interference to Verizon Poles, Verizon's Equipment or Verizon's Use.

(b). If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Verizon's Network Operations Center at (800) 621-2622) or to City at (845-451-4072), and the parties shall work together to cure the interference as soon as commercially possible.

(c). No Interference. Verizon in the performance and exercise of its rights and obligations under this Agreement shall not materially interfere with the existence, use and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Law or this Agreement.

Commented [GH2]: Moved from 4(h)

7. Maintenance and Modifications. Verizon shall keep and maintain all Equipment and Verizon Poles in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Verizon may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Verizon Poles and Equipment at any time. Verizon may maintain, repair, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the appearance of the Small Wireless Facility or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other City approval. Verizon shall obtain all required permits and prior approvals from the City for all other work.

If Verizon's failure to properly maintain the Equipment or Verizon Poles as required by this Section 7 creates an imminent hazard to public safety, the City, upon providing as much advance notice as reasonably practical under the circumstances, may cure said hazard and bill Verizon for all costs reasonably incurred to effectuate the cure.

Commented [GH3]: New language that was previously added to 4(f) in regards to imminent hazards

8. Removal and Relocation. No later than 180 days after receipt of written notice from City, Verizon shall remove and may relocate Poles and /or Equipment to an alternative location made available by City due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of City traffic light poles and/or traffic signal light system; or (iii) permanent closure of a street or sale of City property. The City shall require removal or relocation only if necessary. If Verizon fails to remove or relocate any Verizon Pole or Equipment within 180 days, City shall be entitled

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to remove the Verizon Pole or Equipment at Verizon's expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. City shall use reasonable efforts to provide a reasonably equivalent location that affords Verizon substantially similar engineering objectives.

9. Indemnity/Damages. Verizon shall indemnify, defend and hold the City, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, liability, costs or expenses arising from any third party claims resulting from Verizon's Use or Verizon's breach of this Agreement. Verizon's indemnity shall not apply to any liability resulting from the negligence or willful misconduct of the City or other Indemnified Party. The City shall give prompt written notice to Verizon of any claim for which the City seeks indemnification. Verizon shall have the right to investigate these claims. Verizon shall not settle any claim without reasonable consent of the City, unless the settlement (i) will be fully funded by Verizon, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Party. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

10. Insurance.

(a). Verizon and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(b). The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.

(c). If requested, Verizon shall provide the City with a Certificate of Insurance to provide evidence of insurance. Verizon will endeavor to provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

11. Assignment. Verizon may assign this Agreement, any Pole License, and/or related permits to any entity which (i) is an affiliate, subsidiary or successor of Verizon; or (ii) that acquires all or substantially all of the Verizon's assets in the market. Verizon shall provide the City notice of any such assignment. Otherwise, Verizon shall not assign or transfer this Agreement or the rights granted hereunder without the City's consent.

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12. Notices. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either party notifies the other of a change of address, notices shall be delivered as follows:

If to City:

City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY
Attn: Commissioner of Finance

With a copy to:

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

If to Verizon:

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

With a copy to:

Orange County-Poughkeepsie
Limited Partnership
d/b/a Verizon Wireless
One Verizon Way Mail Stop 4AW100
Basking Ridge, New Jersey 07920
Attention: Legal Department

Notices shall be deemed effective upon delivery or refusal of delivery.

13. Taxes. If City is required by Law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Verizon with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Verizon in the manner and for the amount required by Law. Verizon shall pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by Law. Verizon shall have no obligation to pay any Tax for which Verizon is exempt. Otherwise, Verizon shall be responsible for paying all Taxes that are the legal responsibility of Verizon under Laws.

14. Laws: Non-discrimination: Definition of Small Cell Facility.

(a) The Parties shall comply with applicable laws including, without limitation, regulations and judicial decisions, Federal Communications Commission regulations and orders as they may from time to time be amended ("Law" or "Laws").

(b) Notwithstanding anything else in this Agreement, City shall treat Verizon in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or City poles.

(c) "Small Wireless Facilities" are defined at those meeting the following conditions:

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- i. The facilities are mounted on structures 50 feet or less in height including their antennas, or are mounted on structures no more than 10 percent taller than adjacent structures, or do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- ii. each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume, and
- iii. all other wireless equipment associated with the structure including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

15. Miscellaneous. This Agreement shall be governed by the laws of the State of New York and all other applicable Laws with venue for any legal action related to the rights and responsibilities under this Agreement exclusively in the state courts located in Dutchess County, New York or the United States District Court for the Southern District of New York and the prevailing party to any dispute hereunder shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees. The provisions of this Agreement may be waived or modified only by written agreement signed by both parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Verizon an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control although this term is subject to the time limitations set forth in section 4(f) above. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

[Remainder of page intentionally left blank; signature page to follow.]

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IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF Poughkeepsie

Orange County-Poughkeepsie Limited
Partnership d/b/a Verizon Wireless
By Verizon Wireless of the East LP, Its General
Partner
By Celco Partnership, Its General Partner

(Signature)

Printed Name: Marc Nelson
Title: City Administrator
Date:

(Signature)

Printed Name:
Title:
Date:

APPROVED AS TO FORM:

CORPORATION COUNSEL

EXHIBIT A

FEE SCHEDULE

One-Time Pole License Application Fee \$500.00 for an application for attaching to up to five facilities, and \$100.00 for each additional attachment beyond five, and \$1,000.00 non-recurring fees for an application for a new pole.

City Owned Poles Recurring Fee \$270.00 - per pole per year.

Privately Owned Poles or Verizon Owned Poles Previously Permitted for Installation |

Recurring Fee \$50.00 - per pole per

year

Commented [GH4]: This fee would be the cost for occupying the ROW on a Privately Owned or Verizon owned pole

Except as provided in this Fee Schedule, the City shall not require any other or additional recurring fees, costs, or charges of any kind.

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EXHIBIT B Form of Application for Pole License

Pole License Application No. ____
For Installation of Licensee Pole and/or Attachment of Small
Wireless Facilities to City Pole(s)

Applicant/Licensee: _____
Governing Agreement: Small Wireless Facilities Master License Agreement dated
_____ ("Master License Agreement")
Date: _____

Pole Type	Verizon Site ID #	City Site ID #	Lat/Long Coordinate	General Equipment Description	Applicatio n Fee (per Pole)	Annual Fee (per Pole)
[Streetlight]					\$	\$
Total					\$	\$

*Application and Annual Fees to commence and be paid consistent with the terms of the Master License Agreement. If application includes more than one (1) site, or a "batch" application, rejection of one (1) or more sites included in the batch application shall not constitute a rejection of all other acceptable sites.

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Licensee Poles and/or Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.
- Load bearing study that determines whether the City Pole requires reinforcement in order to accommodate attachment of Equipment. If pole reinforcement is warranted, the design documents should include the proposed pole modification.
- If the proposed installation includes the replacement of an existing City Pole or installation of a new Licensee Pole, provide applicable design and specification drawings.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.

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ATTACH CHECK OR MONEY ORDER IN AMOUNT OF APPROPRIATE APPLICATION FEE. THIS PROCESSING FEE IS NON-REFUNDABLE AND NON-TRANSFERABLE.

THE CITY WILL PROCESS THIS APPLICATION IN ACCORDANCE WITH THE MASTER LICENSE AGREEMENT BETWEEN THE PARTIES, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY TO EXTEND THE APPROVAL DATE.

APPLICANT SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____

_____FOR CITY USE ONLY_____

RECEIPT DATE: _____ APPLICATION NO.: _____
APPROVED BY: _____
PRINT NAME: _____
TITLE: _____
CITY POLE LICENSE APPROVAL DATE: _____

R19-54			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 Flowers and seconded by Councilmember Cherry to receive and print.

**RESOLUTION
(R19-55)**

RESOLUTION ACCEPTING A GRANT UNDER THE GREEN INNOVATION GRANT PROGRAM FOR IMPROVEMENTS TO THE LIBERTY STREET PARKING LOT

INTRODUCED BY CHAIRWOMAN FINNEY

WHEREAS, the City of Poughkeepsie has been has been awarded a grant from the New York State Environmental Facilities Corporation (“EFC”) under the Green Innovation Grant

Program (“Grant Program”) in the amount of \$1,390,000 for improvements to the Liberty Street Parking Lot; and

WHEREAS, the City will utilize the grant to improve the Liberty Street Parking Lot with the following “green technologies”: (1) separate the combined sewer system; (2) minimize impervious surfaces; (3) improve pedestrian accessibility; and (4) increase vegetation (the, “Project”); and

WHEREAS, the City will commit \$190,000 from the Sewer Fund Unreserved Fund Balance in order to meet the Grant Program’s local match requirement and may commit other in-kind city services; and

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

NOW THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie Common Council authorizes Mayor Robert G. Rolison to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents, and instruments necessary to bring about the project and to fulfill the City of Poughkeepsie’s obligations under the Grant Agreement; and be it further,

RESOLVED, that the City of Poughkeepsie Common Council authorizes and appropriates \$190,000 for the local match as required by the Green Innovation Grant Program for the Liberty Street Parking Lot Renovation from Sewer Fund- Unreserved Fund Balance (03.00.0909). The Mayor may increase this local match through the use of in kind services without further approval from the City of Poughkeepsie Common Council; and be it further

RESOLVED that the City of Poughkeepsie hereby determines that the proposed Liberty Street Parking Lot Renovations is a Type II action in accordance with 6 NYCRR Section 617.5(c)(2) as a “replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes...” and Section 617.5(c)(3) as a “retrofit of an existing structure and its appurtenant areas to incorporate green infrastructure” and is therefore not subject to further review under 6 NYCRR Part 617.

SECONDED BY COUNCILMEMBER FLOW

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R19-55						
☒ 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 Flowers and seconded by Councilmember Cherry to receive and print.

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

(O-19-05)

INTRODUCED BY COUNCILMEMBER FLOWERS

SECTION 1: Section 13-172 of the Motor Vehicles and Traffic Ordinance entitled “One-way streets designated” is hereby amended by the following addition:

Section 13-172 One-way streets designated

The following streets or parts of streets are hereby designated one-way streets, and when appropriate signs giving notice thereof are erected, no vehicle shall pass over said streets except in the direction indicated:

Vernon Terrace, from Vernon Terrace Extension to Bain Avenue, except in a westerly direction

SECTION 2: Section 13-181.3 Parking prohibited at all times, except Mondays for a twenty-three-hour period starting at 9:00 a.m. is hereby amended by the following deletion:

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

- (a) When appropriate signs giving notice thereof are erected, there shall be no parking for 23 hours on Monday, Wednesday and Friday on the side of the street so designated and on

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Tuesday, Thursday, Saturday and Sunday on the side of the street so designated, starting at 9:00 a.m., on the following streets or parts of streets:

~~[Vernon Terrace, south side, excluding dead-end]~~

SECTION 3: Section 13-189.10 No parking twenty-three hours starting at 9:00 a.m. on Wednesdays shall be amended with the following addition:

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 Wednesdays:

Vernon Terrace, south side, from Vernon Terrace Extension to Bain Avenue

SECTION 4: Section 13-180 of the Motor Vehicles and Traffic Ordinance entitled “No Parking Anytime” is hereby amended by the following additions:

Section 13-180 No Parking Anytime

When appropriate signs giving notice thereof are erected, parking upon the following streets or parts of streets shall be prohibited at all times:

Vernon Terrace, north side, from Bain Avenue 50 feet northerly therefrom

Vernon Terrace, south side, from Bain Avenue 50 feet northerly therefrom

Vernon Terrace, north side, from Vernon Terrace Extension 50 feet westerly therefrom

Vernon Terrace, south side, from Vernon Terrace Extension 50 feet westerly therefrom

SECTION 5: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

BOLD AND UNDERLINE denotes ADDITION

[Brackets and strikethrough] denote DELETION

O-19-5						
			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 Flowers and seconded by Councilmember Cherry to receive and print.

**ORDINANCE AMENDING §§13-126 OF THE
MOTOR VEHICLES AND TRAFFIC ORDINANCE
CONCERNING VARIOUS PARKING REGULATIONS**

(O-19-6)

INTRODUCED BY COUNCILMEMBER FLOWERS

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

SECTION 1: Section 13-126(c)(2) of the City of Poughkeepsie Code of Ordinances entitled “The following on-street parking permit districts are hereby created:” is hereby amended by the addition of the following district “**District 4: South side District**”:

Street	Side	Description	Parking Regulation	Time Regulation
North Hamilton Street from High Street to Parker Avenue	west side	Residential Parking Only	None	None

SECTION 2: This Ordinance shall take effect immediately upon adoption.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

O-19-6						
☒ 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 Flowers and seconded by Councilmember Cherry to receive and print.

**ORDINANCE AMENDING §13-185.1
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-19-07)

INTRODUCED BY COUNCILMEMBER FLOWERS

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

***SECTION 1:** Section 13-195.1 No parking twenty-three hours on alternate sides of street, starting at 9:00 a.m., between first day of December and first day of April shall be amended as follows:*

No parking [~~twenty three hours on alternate sides of street, starting at 9:00 a.m.~~] **Monday and Friday from 9:00 am. to 5:00 pm**, between first day of December and first day of April

When appropriate signs giving notice thereof are erected, there shall be no parking from 9 am to 5 pm [~~for 23 hours~~] on Monday [~~, Wednesday and Friday~~] on the side of the street so designated and from 9 am to 5 pm on [~~Tuesday, Thursday, Saturday and Sunday~~] **Friday** on the side of the street so designated, [~~starting at 9:00 a.m.,~~] between the first day of December and the first day of April on the following streets or parts of streets:

Jewett Avenue

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

ADDITIONS denoted by **Bold** and **Underlining**
DELETIONS denoted by Brackets [] and ~~Strikethrough~~

O-19-7						
☒ 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	☒	☐	☐	☐

4. A motion was made by Councilmember Flowers and seconded by Councilmember Cherry 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-19-9)**

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:

Winnikee Ave., South side, beginning 70 feet East of its intersection of Bement Ave. and continuing East for a distance of 15 feet, for one-parking space.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

ADDITIONS denoted by **Underlining and Bold**

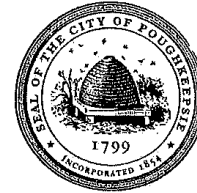
O-19-9						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☐	☐	☐	☒
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. FROM COMMUNITY DEVELOPMENT DIRECTOR HESSE**, a communication regarding the Annual Consolidated Funding Application process.

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City Of Poughkeepsie
Building, Planning and Zoning Department
62 Civic Center Plaza
Poughkeepsie, NY 12601
Phone: (845) 451-4055 Fax: (845) 451-4059



MEMORANDUM

To: Common Council
From: Paul Hesse, Community Development Coordinator
Date: 6/3/2019
Re: 2019 New York State Consolidated Funding Applications in the City of Poughkeepsie

The purpose of this memo is to give the Common Council an update on 2019 New York State Consolidated Funding Applications (CFA) in the City of Poughkeepsie. Every year since 2011, New York State accepts grant applications through a "one stop shop" portal created to consolidate nearly all state funding opportunities. Depending on the funding program, public, private and/or non-profit entities are eligible to apply.

Many of the funding programs in the CFA require a municipal resolution of support from the host community. In years past, the City of Poughkeepsie has done a joint resolution of support for all applications being submitted within the city. This memo outlines all applications, to the best of our knowledge, being submitted within the City of Poughkeepsie.

CFA applications are due at 4pm on July 26th, 2019. Our hope is to have a resolution approved by the Council at the June 17, 2019 meeting.

As always, thank you for your attention, and please let me know if there are any questions.

Sincerely,

Paul Hesse
Community Development Coordinator

2. **FROM COMMISSIONER OF FINANCE BRADY**, a communication regarding mid-year budget amendments.



Memorandum

To: Common Council Members

From: William Brady, Commissioner of Finance

CC: Hon. Rob Rolison, Mayor; Marc Nelson, City Administrator

Date: May 29, 2019

RE: Communication Regarding Mid-Year Budget Transfers and Projected Increased Revenues -

1. General Fund

There are several projects that were unplanned and therefore unfunded in the 2019 Budget that will require amendments. We are requesting an increase to some Revenue Lines to fund some of these projects and a re-allocation of some appropriation lines to fund others.

Increase Revenue:

Code Enforcement Fines (01-07-2615)	\$150,000
Building Permit Fees (01-11-2555)	<u>200,000</u>
Total Revenue Increase	\$350,000

Increase Expense:

Financial Plaza Parking Deck Renovation Project (01-08-5650-7280)	\$65,000
City Hall Parking Drainage Repair Project (01-08-5650-7440)	56,000
Pulaski Pool Repair Cost Overrun (01-08-7110-7469)	72,000
Pulaski Pool Drain Repair (01-08-7110-7469)	20,000
New Vehicle for DPW Comm. (1-08-1490-7230)	37,000
Supplemental Youth Grant Program Funding (01-08-7110-7469)	<u>100,000</u>
Total Appropriation Increase	\$350,000

2. Water Fund

Due to the recent agreement with the Town of Poughkeepsie over the distribution of revenue from 3rd party water sales, the City will be required to contribute \$487,300 to the Joint Water Fund from the City's Water Fund as per the 2018 reconciliation of revenue and shared operational expenses of the Joint Water Project.

Increase Expense (02-04-8350-7473)	\$487,300
Increase Appropriated Fund Balance from Water Fund (02-00-5990)	\$487,300

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3. Sewer Fund

The City has repaired a storm sewer overflow problem on Hewlett Road at a cost of \$65,000. This project was not funded in the 2019 Budget. In addition, NYS DEC has mandated a Mercury Minimization Project at the City Wastewater Treatment Facility. After a competitive bid process, that project has been awarded to Wright Pierce at a cost of \$58,850. A Budget amendment is recommended as follows to fund these projects:

Increase Expense 03-08-8120-7447	\$65,000
Increase Expense 03-08-8120-7469	<u>58,850</u>
	\$123,850
 Increase Appropriated Fund Balance from Sewer Fund (03-00-5990)	 \$123,850

4. Sanitation Fund

The purchase of a vehicle for the Sanitation Inspector and an Ejection Trailer for transport to DCRRA is requested. The increase in two appropriation lines to be offset by decreases in three others.

Increase 18-08-8160-7230 (Automobile)	\$28,000
Increase 18-08-8160-7233 (Trucks/Vans)	<u>40,000</u>
<i>Total Appropriation Increase</i>	\$68,000
 Decrease Line 18-08-8160-7012 (Management Salaries)	 \$4,000
Decrease Line 18-8160-7103 (CSEA Salaries)	40,000
Decrease Line 18-21-9000-7808 (Employee Health Insurance)	<u>24,000</u>
<i>Total Appropriation Decrease</i>	\$68,000

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3. FROM COUNCILMEMBER SALEM, a communication regarding the Right to Know Act.

4. FROM JEANNE LANAHAN, a notice of personal injury sustained on May 13, 2019. **Referred to Corporation Counsel**

X. NEW BUSINESS:

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Cherry and Councilmember Flowers to adjourn the meeting at 9:19 p.m.

Dated: October 15, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on June 3, 2019

Respectfully submitted,

**Deanne L. Flynn
City Chamberlain**