



COMMON COUNCIL MEETING

Common Council Chambers

Monday, June 3, 2019

6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting of February 4, 2019

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 item.

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

VI. MAYOR'S COMMENTS:

VII. MOTIONS AND RESOLUTIONS:

1. Resolution R19-54, approving an LMA with Verizon Wireless.
2. Resolution R19-55, acceptance of a grant with the NYS Environmental Facilities Corporation for improvements to the Liberty Street Parking Lot.

VIII. ORDINANCES AND LOCAL LAWS:

1. Ordinance O-19-5, converting Vernon Terrace from two-way traffic to one-way traffic.

2. Ordinance O-19-6, amending on-street parking on North Hamilton at Parker Avenue and High Street by requiring Residential Parking Permits.
3. Ordinance O-19-7, amending Section 195-1 of the Motor Vehicle and Traffic schedule regarding Jewett Avenue.
4. Ordinance O-19-9, §13-269 of Chapter 13 of the City of Poughkeepsie Code of Ordinances entitled "Motor Vehicles and Traffic" to provide for a handicapped parked spot on Winnkee Avenue.

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM COMMUNITY DEVELOPMENT DIRECTOR HESSE**, a communication regarding the Annual Consolidated Funding Application process.
2. **FROM COMMISSIONER OF FINANCE BRADY**, a communication regarding mid-year budget amendments.
3. **FROM COUNCILMEMBER SALEM**, a communication regarding the Right to Know Act.
4. **FROM JEANNE LANAHAHAN**, a notice of personal injury sustained on May 13, 2019.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

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 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 _____ .

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

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.

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 (ii) and (iii).

(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

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, electroliners, 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

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.

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:

- 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.]

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 Cellco 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.

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 s	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.

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: _____

EXHIBIT C
Equipment Types and Installation Configurations

**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 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: _____

City of Poughkeepsie Small Wireless Facilities Aesthetic Design Standards

Department of Engineering

June 2019

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1. BACKGROUND AND PURPOSE

The City of Poughkeepsie has adopted the following standards in order to facilitate and encourage the orderly installation of wireless telecommunications infrastructure for the public convenience. The City encourages wireless service providers and wireless infrastructure providers to locate small wireless facilities in the public rights-of-way in a responsible fashion. These networks of low-powered micro antennas provide cellular and data coverage to supplement the providers' macro-cellular networks. New small cell installations will improve the providers' ability to meet current and future consumer cellular and data needs;

The following design standards have been developed by the City of Poughkeepsie to ensure that the design, appearance, and other features of small wireless facilities are compatible with nearby land uses; to prevent the intangible public harm of unsightly or out-of-character deployments; to ensure vehicular and pedestrian traffic safety and coordinate various uses in the right-of-way; and to protect the integrity of historic, cultural, and scenic resources and citizens' quality of life; This document establishes design and aesthetic requirements that all small wireless facilities installed within the ROW must meet prior to installation within Poughkeepsie boundaries. Small wireless facilities installed within the ROW are bound to these design standards.

There are several different small wireless facility installations permitted within Poughkeepsie:

- Attachments to utility poles and utility lines
- Attachments to traffic signal poles
- Attachments to certain types of street light poles
- New freestanding installations (small cell pole)
- New combination poles with street light and concealed small wireless facility (smart poles)

1.2 DEFINITIONS

City or Poughkeepsie means The City of Poughkeepsie.

Design Standards or Standards means these design standards prepared and published by the City.
FCC means the Federal Communications Commission of the United States.

Verizon means Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless or its successor. **OEM** means original equipment manufacturer.

Ornamental street light pole means a street light pole made of aluminum, steel, or fiberglass with cast or molded decorative detailing.

Provider means a wireless service provider or wireless infrastructure provider.

RF means radio frequency.

ROW means the public rights-of-way owned, managed or controlled by the City.

Small cell pole means a new freestanding pole installation for the primary purpose of supporting a small wireless facility.

Small wireless facilities, consistent with FCC Order 18-133, Appendix A, are facilities that meet each of the following conditions:

- 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.

Smart pole means a pole integrating a street light and concealed small wireless facility equipment.

Street light pole means a pole whose primary purpose is supporting a street light.

Utility pole means, for purposes of these design standards, a utility pole owned by a third-party utility company, such as Verizon or an electric utility provider.

2. GENERAL REQUIREMENTS STANDARDS TABLES

2.1 SMALL WIRELESS FACILITY EQUIPMENT

AESTHETICS	Providers shall consider the aesthetics of the existing street lights and other City infrastructure near proposed small wireless facility locations, with special attention given to the details of neighborhoods with unique or ornamental street light assemblies. Unique or ornamental assemblies may include mast arms, ornamental pole bases, architectural luminaires, mounting heights, pole colors, etc. Equipment should match the aesthetics of the pole and surrounding poles.
EXTERNAL SHROUDING	4G antennas shall be cantennas or contained in a shroud and any other equipment shall be contained in an equipment cabinet, unless the visual impact can otherwise be reduced by its location on the pole. 5G antennas are not required to be shrouded, but shall be reasonably colored to match the pole on which they are mounted. On wood poles, the color of attachments shall be gray or OEM default colors.
SIDEARM (OFF-SET) INSTALLS	The nearest point of the enclosure to the pole shall not extend more than 30 inches from the pole or as specified by pole owner(s). The minimum mounting height shall be 20 feet.
CONDUITS	All cables shall be in rigid conduits from below ground to eight (8) feet above grade. Cables shall be in conduits or covers at heights greater than eight (8) feet above grade. Conduits and covers shall be surface mounted to the pole unless required to be installed inside the pole.
HARDWARE ATTACHMENT	Welding onto existing equipment is not permitted.
COLOR	All equipment shall be colored or painted to match pole aesthetics. If a wood pole, the visible attachments and hardware shall be colored gray or OEM default colors. Paint color and type shall be that specified by the City Engineer.

CABLES	All cables shall be clearly labeled for future identification.
CANTENNAS	Cantennas or antennas contained in a shroud shall be mounted directly on top of the pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and pole-top antenna is required. Antenna shall be no more than 3 cubic feet in volume.
STICKERS OR SIGNS	Any on-pole cabinet and any ground mounted utility box shall be labeled with: (1) RF warning sticker or sign, no larger than 5x7 inches. Facing to the street near the elevation of the antennas; (2) 5-inch by 7-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number, and (3) No product advertising is allowed.
LIGHTS	There shall be no lights on the equipment unless required by federal law.
GROUND MOUNTED EQUIPMENT BOX	Shall not be permitted unless applicant demonstrates that no other feasible options for containing the necessary equipment are available. Boxes shall not be placed closer than 20 feet from a street corner, and sight lines for drivers and pedestrians must be preserved. The City Engineer shall make the final determination on approval or denial of the proposed placement. All ground mounted equipment boxes shall be attached to a concrete foundation. All equipment must be at least two (2) feet clear of the curb. The City prefers equipment to be placed in existing underground vaults when available.
POLE CONNECTION	Attachments to the side of a pole shall be oriented away from the street side of the pole, placed perpendicularly or parallel to the street, unless applicant demonstrates need for variation. Providers shall use a consistent orientation

	on poles located on the same block. Attachments must be at least two (2) feet clear of the curb.
HEIGHT OF EQUIPMENT ON POLE	The lowest point shall not be lower than eight (8) feet from the grade directly below the equipment enclosure.
POWER METER	As required by the electric utility provider and in a location that (1) minimizes its interference with other users of the City's right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the right-of-way, and (2) minimizes its aesthetic impact.

2.2 NEW AND REPLACEMENT METAL POLES

POLE STYLE	Pole shall match aesthetics of surrounding street lights. Pole extension on traffic signal pole shall match the rest of the pole.
COLOR	A pole and pole extension shall be colored or painted to match existing street light aesthetics. Paint color and type used shall be that specified by the City Engineer.
HEIGHT	Any pole with a small wireless facility shall not exceed the height of small wireless facilities as defined in section 1.2. Post-installation pole height shall be measured from the top of the foundation to the top of the highest mounted piece of equipment.
INTERNAL INSTALLS	Equipment shall be installed internally when using a new underground-fed pole. Any equipment installed within a pole shall not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline, or as required by the electric utility provider.
STICKERS OR SIGNS	On each pole, a (1) RF warning sticker or sign, no larger than 5 x 7 inches. Facing to the street near the elevation of the antenna(s); (2) 5-inch by 7-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number, and (3) No product advertising.

2.3 GENERALLY APPLICABLE REQUIREMENTS

Any small wireless facilities, whether co-located on an existing pole or installed on or in a new pole, shall comply with the following requirements:

- Shall not significantly create a new obstruction to property sight lines.
- Shall preferably be on a pole located as close as possible to the point of intersection created by the extension of side-yard property lines with the existing line of utility or street light poles in the right-of-way, and preferably along a property's secondary street facing.
- Shall be installed with appropriate clearance from existing utilities.
- Providers shall consider the aesthetics of existing street lights and street furniture in the neighborhood of the proposed small cell locations. These aesthetic considerations and accommodations shall be included in the application submittal.
- All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interferes with the operation and maintenance of traffic signals, signage, street lights, street furniture, fire hydrants, underground infrastructure, or business district maintenance.
- New small wireless facility wires, cords and cables shall be encased in a separate conduit than any City wires, cords, and cables.
- Shall be placed so as not to interfere with normal operation and maintenance of street lights, traffic signals or other street appurtenances.

2.31 CITY'S PREFERRED SMALL WIRELESS FACILITY EQUIPMENT LOCATIONS IN ORDER OF PREFERENCE:

- On-strand attached to a utility pole, if meeting provider service objective.
- Attached to existing utility poles or to traffic signal poles.
- Attached to plain wood or plain metal street light poles.
- Replacement plain metal street light pole with concealed small wireless facility equipment and antennas.
- Installation of small cell poles.
- Replacement ornamental street light pole with concealed small wireless facility equipment and antennas.

Applicant shall demonstrate the infeasibility of each city-preferred location before requesting permission for the next on the list.

2.32 STANDARDS FOR SMALL WIRELESS FACILITIES WITHIN NATIONAL REGISTER-LISTED HISTORIC DISTRICTS OR LOCAL PRESERVATION DISTRICTS OR ADJACENT TO NATIONAL REGISTER-LISTED SITES OR LOCAL PROTECTED SITES

In order to maintain the character of an historic district or preservation district, all wireless facilities and new structures in a historic district or preservation district or subject to historic preservation laws or ordinances must employ screening, concealment, camouflage, or other stealth techniques to minimize visual impacts. The placement of small wireless facilities on existing structures or new poles shall be subject to the following:

- Installation of small wireless facilities within a local preservation district or adjacent to a local protected site or otherwise subject to historic preservation laws or ordinances shall require a consultation with the City. Such an installation may be considered for an administrative approval as a minor alteration.
- Lattice structures and new wooden structures will not be permitted.
- Small wireless facilities shall not be installed on poles located in front of a building designated as a local landmark or listed on the National Register.

The design of wireless facilities and related new structures must be integrated with existing buildings, structures and landscaping, including considerations of height, color, style, placement, design and shape.

3. ATTACHMENTS TO UTILITY POLES

3.1 PURPOSE

This chapter of the standards governs attachment of a small wireless facility to a utility pole.

3.2 STANDARDS

A small wireless facility attachment shall conform to pole owner's attachment standards; Any attachment to a utility pole or utility line shall first be approved by the owner(s) of the utility pole or line.

All associated equipment shall be mounted on poles if allowed by pole owner and pole is capable of supporting.

Fiber, wires and cables shall be in conduits or covers and surface-mounted to pole.

One (1) small wireless facility will be allowed by the City per utility pole if technically feasible and if in the determination of the City Engineer there are no safety or aesthetic concerns. These standards apply whether attachment is to an existing utility pole, or the owner requires installation of a replacement utility pole.

4. ATTACHMENTS TO TRAFFIC SIGNAL POLES

4.1 PURPOSE This chapter of the standards governs attachment of a small wireless facility to a traffic signal pole.

4.2 STANDARDS

One (1) small wireless facility will be allowed by the City per traffic signal pole if technically feasible and if in the determination of the City Engineer there are no safety or aesthetic concerns.

All provider equipment other than the antenna shall be housed inside an existing underground vault, inside the pole or a pole extension at the top of the pole, inside a pole-mounted cabinet, or hidden within the cantenna. The cantenna shall only be attached to the top of the pole. 5G antennas shall be mounted not more than 6" from the pole or pole extension and shall be colored to match the pole.

Fiber, wire and cables shall be inside pole in a conduit. If conduit space is not available, the pole cannot be used.

A small wireless facility may not be placed on a traffic signal pole which has a luminaire attached.

5. ATTACHMENTS TO STREET LIGHT POLES

5.1 PURPOSE

This chapter governs small wireless facility attachments to a street light pole. Two different types of small wireless facility installations are permitted on street light poles, which are:

- Co-locating small wireless facility equipment on plain (non-ornamental) wood or plain (nonornamental) metal street light poles.
- Replacing an existing plain wood or plain metal street light pole so that small wireless facility equipment can be attached.

5.2 STANDARDS

No small wireless facility placement shall be allowed as attachments on ornamental street lighting poles as determined by the Commissioner of DPW. Replacement of an existing ornamental street light pole with a matching smart pole may be permitted as per Section 7.

One (1) small wireless facility will be allowed by the City per street light pole if technically feasible and if in the determination of the City Engineer there are no safety or aesthetic concerns. These standards apply whether attachment is to an existing street light pole or to a replacement street light pole.

On an existing pole, the equipment excluding the antenna shall be in an equipment cabinet if on the pole, otherwise shielded from view, hidden within the cantenna, or contained in an existing underground vault or new or existing ground-mounted utility box.

- All equipment not concealed in a base cabinet shall be above the ground at least eight (8) feet.
- Equipment shall be oriented away from the street. If an exception is made allowing the small cell equipment to orient toward the street, the attachment shall be installed no less than 16 feet above the ground.
- The size of small wireless facilities shall be minimized as much as possible to minimize visual impact without decreasing the level of service desired by provider.
- The lighting level-of-service shall not be decreased.
- The City may require a new smart pole in lieu of collocating on a metal street light pole. See Section 7 for smart pole standards.
- Wood poles shall only be allowed by approval in areas that have predominantly wood poles or when replacing an existing wood pole. Wood poles shall not be allowed on streets which do not currently have wooden utility poles.

6. INSTALLATION OF SMALL CELL POLE

6.1 PURPOSE

This chapter of the Standards is to be used when installing a freestanding small wireless facility installation, referred to as a small cell pole.

6.2 STANDARDS

All small wireless facility carrier equipment excluding the antenna shall be housed internal to an equipment cabinet at the base of the pole or hidden within the pole or cantenna. No provider equipment shall be strapped or banded to the outside of the small cell pole.

- Small Cell Poles shall coordinate with neighborhood pole style, color, and material type, matching aesthetics of adjacent poles, but may have larger diameter to internally conceal equipment.
- A base containing equipment shall be round with a preferred diameter of the base cabinet 18 inches with a maximum 24 inch diameter. The meter shall be contained in an equipment cabinet as approved by the utility provider.
- Ownership of small cell poles is to remain with the provider.
- At least 15% of the pole design structural capacity shall be reserved for future City installations.
- All new poles shall have appropriate clearance from existing utilities.
- Small Cell Poles shall have a smooth transition from the upper pole to the cantenna or 5G antenna.
- Wood poles shall not be allowed on streets which do not currently have wooden utility poles.

6.3 PLACEMENT REQUIREMENTS

All small cell poles shall be privately owned and shall be permitted by the Department of Engineering via the ROW Permit Requirements as outlined in the Master License Agreement.

- Preferred location for new pole is generally on an extension of the side-yard property line at the intersection with the line of street lights, utility poles, or trees in the ROW, to avoid interference with building face, views, business signage, pedestrian flow, etc.
- Small Cell Poles placement shall not impede, obstruct, or hinder pedestrian or vehicular travel.
- Small Cell Poles shall not be located along the frontage of a historic building, deemed

historic on a federal, state, or local level.

- Small Cell Poles shall not significantly create a new obstruction to property sight lines.
- Whenever possible, the freestanding small wireless facility shall be located on the secondary street.
 - Small Cell Poles shall be located within the street amenity zone whenever possible.
 - All new poles shall be in line with adjacent utility or street light poles, and preferably be equidistant from them. To minimize conflicts with trees, minimum distance standards will be established from tree canopy edge. Distances will vary based on current age of tree (which is based on diameter of trunk) in order to anticipate future tree growth. Distances will also depend on which side of street the cell structures will be installed.

(a) Distance from canopy edge on utility pole side of street (where low-growing trees are planted)

Trunk Diameter	Distance from <u>canopy edge</u>
1 to 6"	20'
7 to 12"	15'
13" and up	10'

(b) Distance from canopy edge on side of street free of utility poles (where tall-growing trees are planted)

Trunk Diameter	Distance from <u>canopy edge</u>
1 to 6"	55'
7 to 12"	45'
13 to 18"	35'
18 to 24"	25'
24" and up	15'

The City may refuse applications for sites that are prime locations for tree planting due to soil quality, tree lawn width, and importance of tree canopy at this location to the community. These priority tree planting areas are typically on the side of the street without utility poles, and have tree lawns (planting strips) greater than seven (7) feet wide

between the curb and the sidewalk.

- Small Cell Poles shall be placed at an equal distance between trees and other poles when possible.
- Small Cell Poles shall not be installed between the perpendicular extension of the primary street-facing wall plane of any single-or two-family residence and the street.
- When located adjacent to a commercial establishment, such as a shop or restaurant, small cell poles shall not be located in front of store front windows, primary walkways, primary entrances or exits, or in such a way that would impede a delivery to the building.
- Small Cell Poles shall be at least 5' from driveways, entrances or private lead walks to buildings, and bus shelters.
- Small Cell Poles must be placed outside of the 20-foot equipment clear zone, or applicable sight triangle at intersection corners.

7. INSTALLATION OF SMART POLES

7.1 PURPOSE

This chapter of the Standards is to be used when installing a:

- Replacement plain metal street light pole with internally concealed small wireless facility equipment and antennas; or
- Replacement ornamental street light pole with internally concealed small wireless facility equipment and antennas.

7.2 STANDARDS

All small wireless facility carrier equipment excluding the antenna shall be housed internal to an equipment cabinet at the base of the pole, or concealed within the pole or cantenna. No provider equipment shall be strapped to the outside of the smart pole.

Smart poles shall reasonably match neighborhood pole style, color and material type. Height of smart pole shall not exceed the greater of 10% higher than original/surrounding light poles, or 50 feet.

A base containing equipment shall be round with a preferred diameter of the base cabinet 18 inches with a maximum 24-inch diameter. The meter shall be contained in the base cabinet or as approved by the utility provider.

New luminaires shall be mounted at the same height as adjacent street lights. New luminaires shall reasonably match existing and shall incorporate the City's networked lighting control node;

The lighting level-of-service shall not be decreased.

8. EXCEPTIONS

8.1 PURPOSE

This chapter of the standards is to be used when requesting to install small wireless facility equipment in a manner unforeseen or not otherwise covered by the standards set elsewhere in this document.

8.2 STANDARDS

Deviations from the Design Standards may be approved if reasonable on a case-by-case basis by the Poughkeepsie City Engineer prior to installation.

□□□

**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 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 _____ :

BOLD AND UNDERLINE denotes ADDITION

~~[Brackets and strikethrough]~~ denote DELETION

**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 _____.

Bold denotes ADDITION.

**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 _____:

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

**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 _____:

ADDITIONS denoted by Underlining and Bold



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

3. Sewer Fund

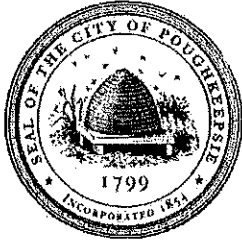
The City has repaired a storm sewer overflow problem on Hewlett Road at a cost of \$65,000. This project was not funded in the 2019 Budget. In addition, NYS DEC has mandated a Mercury Minimization Project at the City Wastewater Treatment Facility. After a competitive bid process, that project has been 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



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, February 4, 2019 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- 8 Present/1 Absent (Councilmember Petsas)
(Councilmember Cherry and Councilmember L. Johnson arrived after "roll call")

II. REVIEW OF MINUTES:

CCM November 5, 2018						
			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	☒	☐	☐	☐

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

ADD:

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

3. FROM COUNCILMEMBER BRANNEN, a presentation regarding land banking.

Chairwoman Finney also added: A communication from Councilmember Salem regarding a town hall type meeting on the issues of crime.

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

Constantine Kazolias-47 Noxon Street

L'Quette Taylor-322 Mill Street

Walter Blue-144 North Clinton Street

Warren Jones-36 North Clover Street

Laurie Sandow-201 South Grand Avenue

Shelia Drew-66 Washington Street

Giancarlo Llaverias-Dutchess County Legislator

Darrett Roberts-148 Franklin Street

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

Chairwoman Finney- a few brief things.

Recently we had a meeting about parking issues and the first follow up is that Councilmember Lorraine Johnson and I are going to be organizing what we do have and coordinating the councils efforts as we move forward on it.

Secondly to respond to Ms. Sandow's question. Yes, the developer for the Pelton Manor has filed a request for a review of the Historic Preservation determination, and at this point Corporation Council and the developer's council are organizing the very extensive record which we will be reviewing and we will keep you posted as things are available for the public on that point. Now I'm going to turn this over to the Mayor. I wonder if Mr. Mayor, if you can start off a brief report on the shooting this afternoon.

VI. MAYOR'S COMMENTS:

Mayor Rolison- responded, I can.

Chairwoman Finney: Right near the school where Mrs. Cherry and I, our children attend everyone's children attend but looking for some more.

Mayor Rolison: But what I can tell you Madam Chair is obviously all of us are concerned about any violence that takes place in this city, especially in areas that normally don't see those types of acts of violence in that intersection of Church Street and South Cherry Street.

That time of day is a very busy intersection for children going back and forth to school, and it's a busy intersection all the time with traffic.

What I can tell you is that shortly after 3:00 there was a report of a shooting there.

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It is not, I spoke to the chief literally 15 minutes before the meeting started to give you as much information as I could that I could get from him and then obviously share.

It's not a random act.

This appears to be a targeted act of violence against at least one of the victims and that one of the victims also apparently not as I don't know if it has anything to do with today but it could have been involved in a prior violent incident involving a shooting several years ago. And at this point all of the resources of our department along with our partner agencies both at the county, state, and federal level who investigate gun crimes in the city are working on it.

I can also I should also say that both the middle school and the high school as per procedure went into lockdown for a period of time.

So I want to thank the school district for doing that, it made sense until the police department knew that that area was safe to resume normal business there.

But obviously we will keep everybody informed. And if the department has information as this develops obviously it's an ongoing scene as we speak.

They'll be communicating with the public for assistance in possibly identifying the individual or individuals who are involved in this.

Councilmember Cherry added Thank you Mr. Mayor.

The chairwoman stated it happened in the 6th Ward.

Part of the reason I was late today, I've been receiving a lot of phone calls from parents who were nervous. And I do understand it's an isolated incident but I'm requesting if we can increase patrols maybe after school for the next couple of days until people feel safe again.

Mayor Rolison: We will be doing that. And also, I mean we do that on a regular basis at dismissal both specifically at the Middle School and, literally we could have missed it by minutes with our officers.

Councilmember Cherry: As you said it's not a typical area for problems that's right down the street from my house

Mayor Rolison: In addition just a few other comments if I can Madam Chair.

So on Wednesday the 23rd myself along with Liz Ruiz from the Administrator's office, Gabriella Owen, who works for the Health Department is a community advocate for the Hispanic community, along with Ken Roman, who is the new Assistant Commissioner for Emergency Response, also speaks fluent Spanish. We had an afternoon visit with the Mexican Counsel's office in New York City to talk about the services that the Counsel's office brings to the Mexican community here in the city of Poughkeepsie and to talk about issues related to public safety We

Official Minutes of the Common Council Meeting of February 4, 2019

talked about identification as we move into the identification cards as we move into that area soon. And it was a great meeting was almost three hours at the counsel's office and we've now established relationships with them to continue that discussion.

Many of us attended the Martin Luther King breakfast on the 25th, which certainly is a great breakfast and a great message of hope for our country, but also specifically our city and region. And probably now, not just because of what happened this afternoon, but what seems to be happening in our country and our discourse, and how we go about discussing things sometimes with one another.

We need to think about many of the things that Dr. King said, because they certainly are so important for today.

We had a swearing-in ceremony on Sunday the 27th that was led by Councilperson Cherry for our new assemblyman Jonathan Jacobson right here in the chambers.

It was well attended, and as the new Assemblyman said he was very happy because it was a bipartisan audience of people that were here to wish him well. And he announced there at the ceremony that he's going to be opening up an office in the City of Poughkeepsie. And that's really exciting for us right around the corner on Market Street, right around the corner. I'm sorry Main Street right around the corner from Dunkin Donuts so we look forward to that.

And we started something here last Thursday. We were established a partnership with the Dutchess County SPCA to feature a dog every Thursday morning for adoption. And so we started it on Thursday, and that dog was adopted. And it was really great. And so if anybody is looking to adopt a dog, on Thursdays that dog will be here in the morning after 9 o'clock. What they do is they go to Q 92 and they do on air and then they're going to come here. So we're excited about that. And if you're interested please let us know.

We had a naturalization ceremony here on Friday at the Family Partnership Center. There were 152 new citizens. And the top three countries were Jamaica, the Philippines, and Mexico which was you know if you ever have a chance to go to a naturalization ceremony you need to go to one they are and the chairwoman knows she had attended I think the one before this one it really it's a it's a it's a great event with so many people who now become citizens of our country.

February 1st, this past Friday was the 150th anniversary of the Bardavon.

It actually was the date 150 years ago where the first show was at the Bardavon and was well attended by about 400 people. And they're going to be doing a lot I guess over the next I think this year they're doing a lot of anniversary things, so stay tuned for that.

We did behalf of the Common Council and myself we did declare Friday, Bardavon day here in the City and then we did also declare Saturday and Sunday as Chris Silva weekend. That was sort of a special surprise to him. He has done so much for that that organization.

There was a question, and I think it may have been at the last Council Meeting, Madam Chair

was there and I think it may have been the councilman Petsas who wanted to know about sidewalk violations being written after snowstorms. And so I can tell you that after our last storm we wrote 158 sidewalk violations for not clearing and 87 were cleared after the violation was written either by the owner of the property or by DPW. So I want to thank Scott Johnson and his team from the Department of Public Works who were out immediately given the timeframe that you have I think its 12 hours. Is that correct? Twelve hours to clear your sidewalk from the end of the storm. So then our team gets out there and tries to get people to come out and to clear but many of them are properties that people are consistently not doing. And so we make sure that we get them to comply as best we can.

Also, the youth grant applications are now available on the city's website, and also here at City Hall for youth programs within the city. Last year that number was we you allocated through the adoption of the budget hundred thousand dollars. That money was allocated to various programs throughout the city.

And that is now available again. And that is my report Madam Chair.

VII. MOTIONS AND RESOLUTIONS:

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

RESOLUTION (R19-25)

INTRODUCED BY COUNCILMEMBER SALEM:

WHEREAS, in May 2018, the City of Poughkeepsie joined with the Towns of Hyde Park, Esopus, Lloyd, Poughkeepsie, Rhinebeck and the Village of Rhinebeck to sign an inter-municipal agreement forming the Hudson River Drinking Water Inter-municipal Council (the "Council"); and

WHEREAS, one of the primary goals of the Council is to collaborate on protecting water quality in the Hudson River, the source of our communities' drinking water; and

WHEREAS, New York State has launched the Drinking Water Source Protection Program (the "Program") to help municipalities develop and implement a drinking water source protection plan for the source(s) of their drinking water; and

WHEREAS, the Town of Esopus has proposed applying on behalf of the seven municipalities in the Council, and the Council voted at its January meeting to endorse that application; and

WHEREAS, if the group is selected for the Program, each municipality's responsibilities would include assisting the consultant conducting the source water assessment by identifying officials or staff members who can attend meetings and provide information, reviewing and commenting on documents, and other related activities; and

WHEREAS, the Program would produce an updated Source Water Assessment and a Drinking Water Source Protection Plan, and provide assistance with initial protection project implementation; and

WHEREAS, there is no cost to communities to participate in the Program; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council approves the City of Poughkeepsie's participation in a joint application for the Drinking Water Source Protection Program through the Town of Esopus; and be it further

RESOLVED, that the City Chamberlain shall cause a certified copy of this resolution to be send to the Town of Esopus for inclusion in its application; and be it further

RESOLVED, that the Mayor or the City Administrator is authorized to take further action as necessary to secure the City's participation in the Program, if selected.

SECONDED BY COUNCILMEMBER MCNAMARA.

R 19-25						
			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 Petsas and seconded by Councilmember Lorraine Johnson to receive and print.

A RESOLUTION OF THE CITY OF POUGHKEEPSIE DESIGNATING 21 ACADEMY STREET AS A LOCAL HISTORIC LANDMARK

**RESOLUTION
(R19-26)**

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

WHEREAS, 21 Academy Street is owned by POK Academy LLC and which property has been nominated for a local historic landmark designation with the City of Poughkeepsie Historic District and Landmarks Preservation Commission (hereinafter "HDLPC"); and

WHEREAS, the HDLPC held a public hearing on September 13, 2018 regarding the

application as a local historic landmark; and

WHEREAS, the HDLPC voted unanimously in favor of the proposed designation and approved the application on September 13, 2018; and

WHEREAS, the HDLPC's approved application was forwarded to the Common Council for consideration on September 17, 2018; and

WHEREAS, the Common Council held a public hearing on December 3, 2018 regarding the nomination as a local historic landmark; and

WHEREAS, after duly considering the factors specified in Section 19-4.5(4) of the Code of Ordinances of the City of Poughkeepsie, the Common Council hereby finds that 21 Academy Street possesses special character, historic and aesthetic value as part of the cultural, economic and social history of the City of Poughkeepsie; embodies distinguishing characteristics of an architectural style; is identified with historic personages; and is the work of a designer whose work has significantly influenced an age.

NOW THEREFORE,

BE IT RESOLVED, that the City of Poughkeepsie Common Council hereby designates the 21 Academy Street as a local historic landmark, adopts the Statement of Significance as attached hereto and authorizes and directs the City Chamberlain to forward the notice of the designation to the Dutchess County Clerk for recordation.

SECONDED BY COUNCILMEMBER MCNAMARA

R 19-26						
☒ 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. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

- 1. FROM JENNIFER RUBBO**, a presentation regarding the results of the City of Poughkeepsie Natural Resources Inventory.
- 2. FROM COMMISSIONER OF FINANCE BRADY**, a communication regarding bond resolutions for four projects.

X. NEW BUSINESS:

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Cherry and Councilmember Petsas to adjourn the meeting at 8:09 p.m.

Dated: May 30, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on February 4, 2019

Respectfully submitted,

**Deanne L. Flynn
City Chamberlain**

PLEASE PRINT OR TYPE FORM CLEARLY

NOTE: Claim must be filed with and served to the City Chamberlain in triplicate (3 copies) within 90 days after the claim arises. Use additional sheets if necessary.

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 MAY 16 PM 1:19

TODAY'S DATE: 5/16/2019

NAME AND ADDRESS OF EACH CLAIMANT:

Jeanne Lanahan
PO Box 146
Verbank NY 12585

TELEPHONE NUMBER: (845) 902-8597 (c), (845) 486-2383 (w)

NAME AND ADDRESS OF ATTORNEY (IF ANY):

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE):

On May 13, 2019 at 8:50 am in the Academy St / Cannon St parking lot, my foot caught in ^athe hole about 6-8 ft from space 4 and I fell.

ITEMS DAMAGED OR INJURIES SUSTAINED:

I hit my left knee, left arm, right cheek and scraped my right hand.

Jeanne Lanahan
Signature of Claimant

Signature of Claimant

STATE OF NEW YORK, COUNTY OF DUTCHESS s.s.:

JEANNE LANAHAN being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items, he/she believes it to be true.

Jeanne Lanahan
Signature of Claimant

Signature of Claimant

Sworn to before me this
16 day of MAY, 2019
[Signature]
Notary Public

SCOTT PTENSEL
NOTARY PUBLIC-STATE OF NEW YORK
NO. 04TE6333339
QUALIFIED IN DUTCHESS COUNTY
MY COMMISSION EXPIRES 11/26/2019

NOTE: After submitting this form to the City Chamberlain, please direct any inquires to the Corporation Counsel at (845) 451-4065, Monday to Friday, 8:30 a.m. - 4:00 p.m.