COMMON COUNCIL MEETING

Common Council Chambers
August 29, 2016
6:30 p.m.
6:00 p.m. Public Hearing regarding the
proposed Capital Plan
A presentation from Central Hudson regarding trees,
gas work (repairs to streets) and calls during storms

I. ROLL CALL

II. REVIEW OF MINUTES:

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

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

V. MAYOR'S COMMENTS:

VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

VII. MOTIONS AND RESOLUTIONS:

1. **FROM CITY ADMINISTRATOR KNAPP,** Resolution R16-74, approving the 2017-2021 Capital Plan.

2. **FROM CORPORATION COUNSEL ACKERMANN,** Resolution R16-75, authorizing the Mayor to enter into an agreement with Dutchess County Loop for Paratransit.

3. **FROM CHAIRMAN PETSAS,** Resolution R16-76, support resolution for the Joint Water Board's opposition to propose anchorage sites.

4. **FROM COUNCILMEMBER MCNAMARA,** Resolution R16-77, requesting that the Coast Guard hold a public hearing with regard to anchorage sites.

5. **FROM COMMISSIONER OF FINANCE BRADY,** Resolution R16-78, approving a Grant Agreement with NYS Environmental Facilities Corp., regarding an Engineering Planning Grant Agreement for the City of Poughkeepsie Wastewater Improvement Project.

6. **FROM CORPORATION COUNSEL ACKERMANN,** Resolution R16-73, approving an Inter-Municipal Agreement with Dutchess County regarding the review of certain projects under General Municipal Law 239-M.

VIII. ORDINANCES AND LOCAL LAWS:

1. **FROM COUNCILMEMBER RANDALL JOHNSON,** Ordinance O-16-6, amending parking on Grubb Street.

2. **FROM CHAIRMAN PETSAS,** Ordinance O-16-7, approving and amendment to §13-175 OF THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES ENTITLED "STOP SIGNS; LOCATIONS DESIGNATED", adding a Stop Sign at Clark and Henderson Street.

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM FIRE CHIEF JOHNSON,** a presentation regarding Fire Department Equipment.

2. **FROM COUNCILMEMBER LORRAINE JOHNSON,** a communication regarding the proposed sale of a portion the Smith Street parking lot.

3. **FROM CHAIRMAN PETSAS AND COUNCILMEMBER CHERRY,** a communication regarding a proposed Resolution requesting Mayor Rolison and County Executive Molinaro renegotiate the County's sales tax formula.

4. **FROM MOLLY JENKINS,** a notice of property damage sustained on June 12, 2016.

5. **FROM WHITE AND WILLIAMS, LLP,** a notice of property damage sustained by Timothy Lang on May 4, 2016.

6. **FROM STEVEN TREJOS,** a notice or property damage sustained in August, 2016.

7. **FROM ROYAL CARTING SERVICE,** a notice of property damage sustained on August 2, 2016.

8. **FROM DEVON JONES,** a notice of property sustained on July 28, 2016.

9. **FROM VIRGINIA PATTERSON,** a notice of intent for Karma One, LLC (located at 369 Main Street), to obtain a Liquor License.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

The City of Poughkeepsie

New York

Paul Ackermann
Corporation Counsel
packermann@cityofpoughkeepsie.com

62 Civic Center Plaza
Poughkeepsie, New York 12601
TEL: (845) 451-4065 FAX: (845) 451-4070

August 25, 2016

CC Meeting: 8/29/16
ITEM VII- 2

COMMON COUNCIL
City of Poughkeepsie

RE: INTERMUNICIPAL AGREEMENT between COUNTY and CITY FOR PARATRANSIT SERVICES
Our File: G2312

Dear Chairman Petsas and Councilmembers:

Annexed hereto please find a proposed Resolution and draft Agreement between the City of Poughkeepsie and Dutchess County for the provision of paratransit services for the City of Poughkeepsie. This Agreement is a renewal of one originally adopted in 2004. It has been reviewed and found satisfactory by the Law Department and the Transit Division. I am informed that provision has been made in the 2016 Budget for the funding required by this Agreement.

The Americans with Disabilities Act (ADA) requires any operator of a fixed route transit system that accepts federal monies to provide Paratransit services for people with disabilities who cannot access the fixed route services. Since 2004, the City has contracted with Dutchess County Loop to provide the dispatcher, weekend response and curb-to-curb Paratransit services. It takes three buses to accommodate the disabled population of the City. The majority of the people who use the Paratransit services are physically and mentally disabled persons who are enrolled in mental health services.

Please consider this matter at your Council meeting on August 29, 2016. Your favorable action is requested at that time. Representatives of Dutchess County LOOP as well as the finance department will be available if you should have any questions.

Respectfully submitted,

PAUL ACKERMANN
Corporation Counsel

PA:mt
Attachment

RESOLUTION
(R-16-75)

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, both the County of Dutchess and the City of Poughkeepsie operate separate public transit systems; and

WHEREAS, because of the proximity of both systems, certain efficiencies of scale can be gained by both systems if limited aspects of the transit systems are shared; and

WHEREAS, the County of Dutchess and the City of Poughkeepsie are authorized by law to enter into agreements to provide jointly any services or facility each may provide separately

NOW, THEREFORE,

BE IT RESOLVED, that the terms of the Intermunicipal Agreement providing for the delivery of paratransit services attached hereto are hereby approved; and be it further

RESOLVED, that the Mayor and the City Administrator are hereby authorized to execute this Agreement and to do all things necessary and convenient to give full effect to this Resolution.

SECONDED BY COUNCILMEMBER _____.

INTERMUNICIPAL AGREEMENT
BY AND BETWEEN THE COUNTY OF DUTCHESS
AND THE CITY OF POUGHKEEPSIE

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as "the County") and the **CITY OF POUGHKEEPSIE**, a municipal corporation of the State of New York with offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601 (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, both the County and the City operate separate public transit systems pursuant to law, including General Municipal Law Article 5-I, and

WHEREAS, because of, among other things, the proximity of the systems, certain efficiencies are to be gained by both if limited aspects of the systems are shared, and

WHEREAS, pursuant to General Municipal Law Article 5-G, the County and the City are authorized to enter into agreements to provide jointly, any service or facility each may provide separately, and

WHEREAS, the parties desire to do so, as hereinafter set forth, and

WHEREAS, the Common Council of the City of Poughkeepsie, by Resolution, _____ authorized execution of this Agreement, and

WHEREAS, the Legislature of the County of Dutchess, by Resolution No. _____ authorized execution of this agreement, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **COUNTY AND CITY SYSTEMS.** Both the County, through its Department of Public Works – Public Transit Division, and the City, operate public transit systems. The Americans With Disabilities Act (ADA) and related legislation require that each provide certain accommodations for the disabled. These include, among other things, demand paratransit service (complementary paratransit services) in the vicinity of fixed route service when buses do not deviate from those routes to provide more accessible services for the disabled.

2. **SCOPE OF SERVICES**. The County shall provide demand paratransit service in accord with the Americans With Disabilities Act for any route of the fixed

route transit service of the City's Public Transit System during the days and hours the City operates that route of its fixed route service.

The County shall provide an annual report to the City listing the services provided under this Agreement.

The City will provide the County with ten (10) days written notice, prior to any schedule or route change, that will affect the paratransit service provided hereunder

3. **TERM OF AGREEMENT**. This Agreement shall be effective January 1, 2016 and shall terminate on December 31, 2016, unless otherwise terminated as set forth herein. This agreement may be extended for up to four (4) additional one year terms as mutually agreed upon by the parties.

4. **PAYMENT**. As payment for the services so rendered, the City shall pay a total sum not to exceed $9,250.00 for 2016. During July of each year, the City shall make one annual payment to the County for the services provided hereunder. In the event of early termination, payments shall be prorated to termination and promptly made.

5. **MUTUAL INDEMNIFICATION**.

    a. The City shall keep, save and hold the County harmless from any and all damages and liabilities for anything and everything whatsoever arising from or out of this Intermunicipal Agreement due to any fault or negligence by the City for any failure on the City's part to comply with any of the covenants, terms, and conditions herein contained. The City will maintain appropriate insurance, if available, to provide for the obligations it has assumed hereunder.

    b. The County shall keep, save, and hold the City harmless from any and all damages and liabilities for anything whatsoever arising from or out of this Intermunicipal Agreement due to any fault or negligence by the County for any failure on the County's part to comply with any of the covenants, terms, and conditions herein contained. The County will maintain appropriate insurance, if available, to provide for the obligations it has assumed hereunder.

6. **NON-ASSIGNMENT**. This Agreement may not be assigned by the County, nor its right, title, or interest therein assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the City, which shall not be unreasonably withheld.

7. **ACCIDENTS**. The County shall immediately notify the City of any accident involving the paratransit services provided hereunder, and shall upon request, furnish the City with a detailed written statement concerning such accident.

8. **NOTICE**. Any notice required or desired to be given or served by either party to this Agreement, shall be deemed to have been given or served by either party when made in writing and mailed by ordinary mail, postage pre-paid, addressed as follows:

To the County: Dutchess County Commissioner of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

To the City: Rob Rolison, Mayor
City of Poughkeepsie
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

Commissioner of Public Works
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

The addresses may be changed from time to time by either party by serving notice provided, however, any notice must be received by the party at least three (3) business days prior to the date what such change is to be effective.

9. **CONFIDENTIALITY AND HIPAA COMPLIANCE**: The County and the City shall comply with applicable federal and state requirements for confidentiality of records and information, and agree not to allow examination of records or disclosures of information, except as required by law or where permissible on the mutual consent of the parties. The County and the City, their officers, agents, and employees, and subcontractors will treat all client/patient information which is obtained through performance under this Agreement, as confidential information to the extent required by the laws and regulations of the State of New York and of the United States including, but not limited to the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104.191 also known as HIPAA) and the Federal Health and Human Services (HHS) Administrative Rule: "Standards for Privacy of individually identifiable Health Information" (the "Privacy Rule").

10. **TERMINATION**: Notwithstanding anything to the contrary contained in this Agreement between the County and the City, both parties agree that either party may terminate this Agreement upon thirty (30) days notice. Notice shall be given in accordance with Paragraph "8" above.

11. **ENTIRE AGREEMENT**. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waive of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this _____ day of _____, 2016.

APPROVED AS TO FORM:

_____
County Attorney's Office

APPROVED AS TO CONTENT:

_____
D. C. Department of Public Works

_____
Public Transit

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Marcus J. Molinaro
County Executive

CITY OF POUGHKEEPSIE

By: _____
Rob Rolison, Mayor

The City of Poughkeepsie

New York

WILLIAM BRADY
Commissioner of Finance
wbrady@cityofpoughkeepsie.com

62 Civic Center Plaza
Poughkeepsie, New York 12601
TEL: (845) 451-4025 FAX: (845) 451-4028

July 27, 2016

Noel Knille
Commissioner of Public Works
14 Commerce Street
Poughkeepsie, NY 12603

Dear Ms. Knille,

Please accept this letter as notice that the City of Poughkeepsie wishes to proceed with a new inter-municipal agreement based upon prior agreements between Dutchess County and the City regarding ADA Complementary Paratransit service.

Dutchess County has managed the ADA program for the City in compliance with FTA Regulations for more than five years, thereby having historical knowledge, the database and software for this program available. We believe for these reasons this agreement to be considered a sole source procurement.

If you have any questions or need additional information, please contact me.

Sincerely,

William Brady
Commissioner of Finance

ORDINANCE AMENDING §13-175 OF THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES ENTITLED "STOP SIGNS; LOCATIONS DESIGNATED" (O-16-07)

INTRODUCED BY COUNCILMEMBER _____:

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

SECTION 1: Section13-175 of the City of Poughkeepsie Code of Ordinances entitled **"Stop Signs; Locations Designated"** is amended by the **ADDITION** of the following language:

On Clark Street, at its intersection with Henderson Street, both directions

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

SECONDED BY COUNCILMEMBER _____ .

BOLD and UNDERLINING INDICATE ADDITION
BRACKETS [] AND ~~STRIKETHROUGH~~ INDICATE DELETION

RESOLUTION
(R16-74)

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, in accordance with Section 5.02 of the Charter of the City of Poughkeepsie, the City Administrator has presented the 2017-2021 Capital Projects Program to the Common Council; and

WHEREAS, the Common Council held its public hearing concerning the 2017-2021 Capital Projects Program on August 29, 2016; and

WHEREAS, the Capital Projects Program is considered a planning document for the City's anticipated Capital Projects needs for the ensuing five-year period, and as such, the Program may be amended from time to time before a particular Capital Project is implemented and final project approval will be made as sources of funds are identified; and

WHEREAS, the Common Council of the City of Poughkeepsie has determined that this resolution constitutes a Type II action as defined by the New York State Environmental Quality Review Act and 6 NYCRR Part 617,

NOW, THEREFORE,

BE IT RESOLVED, that the 2017-2021 Capital Projects Program budget annexed hereto is hereby approved by the Common Council subject to such amendments as may be deemed necessary and/or advisable, and also subject to such further approvals as may be required by law.

SECONDED BY COUNCILMEMBER _____.

The City of Poughkeepsie, NY
Capital Plan 2017-2021

I. Introduction
II. Debt Payments
III. Summary
IV. Transportation
V. Utilities
VI. Facilities
VII. Transit
VIII. Vehicles

Mayor Robert G. Rolison Acting City Administrator Ronald J. Knapp

City Councilmembers

Christopher D. Petsas, 1st Ward Michael Young, 2nd Ward Lorraine Johnson, 3rd Ward (Council Chairperson)

Lee David Klein, 4th Ward Ann Perry, 5th Ward Natasha Cherry, 6th Ward

Randall A. Johnson II, 7th Ward Matthew McNamara, 8th Ward

Proposed August 22, 2016

The City of Poughkeepsie, NY
Capital Plan 2017-2021

Capital Program Committee:
Robert Rolison, Mayor
Ronald J. Knapp, Acting City Administrator
William Brady, Commissioner of Finance
Thomas Pape, Acting Police Chief
Mark Johnson, Fire Chief
Christopher Gent, Commissioner of Public Works
Joseph Chenier, Assistant Civil Engineer
Greg Bolner, City Planning Consultant
Rocco German, Microcomputer Network Support Specialist

Prepared by:
Ronald J. Knapp, Acting City Administrator
William Brady, Finance Commissioner

The City of Poughkeepsie, NY
Capital Plan 2017-2021

The capital program is a statement of major projects that are intended to be undertaken over a specified period of time. It is just a plan. This program of capital expenditures includes spending for the acquisition, improvement or addition to capital assets, which are fixed assets with a useful life of more than a year. The City of Poughkeepsie's capital program covers a five-year period and is revised annually to reflect the City's changing needs and priorities.

The 2017-2021 Capital Program provides for the maintenance of existing levels and quality of City facilities and services. The program responds to mandates or opportunities to promote greater efficiency, while controlling debt service costs and impact on the City's operating budget. Capital expenditures for City departments are divided into projects within departments that will have oversight.

Funding for the various projects can come from several sources. Some funding will be provided by the City itself through its operating budgets or debt issuance. Some will come from New York State in terms of grants, state aid, or low interest loans. Some will come from the Federal grants. It is even possible that some funding could be donated.

Those involved in its compilation have attempted to identify and prioritize the needs of the City in order to maintain the highest level of service to the community, while at the same time, being sensitive to the financial condition and the debt position of the City. Projects in the Capital Plan range from those of an immediate need with regard to safety to those that might be thought of as "nice to have".

The following is a statement of major projects to be undertaken by the City of Poughkeepsie over the five-year period from 2017-2021. It has been compiled with assistance of the City's Department of Public Works, the Engineering Department and various Department Heads. Already in 2016, we have identified and provided funding for several projects; a new roof at City Hall and the Sewer Plant, improvements to the HVAC system at City Hall, structural improvements to the Financial Plaza Parking facility, and the improvements to the Creek Road-Little George St. intersection.

In summary, the Capital Improvement Plan calls for an estimated total expenditure of $94,937,197 over the five-year period. Of that, the priority established in this plan calls for spending $41,460,705 in 2017. Of that, $27,057,705 would fall on the City, while $9,367,000 would be funded by New York State, $4,836,000 would be funded by the Federal Government, and $200,000 would come from other sources.

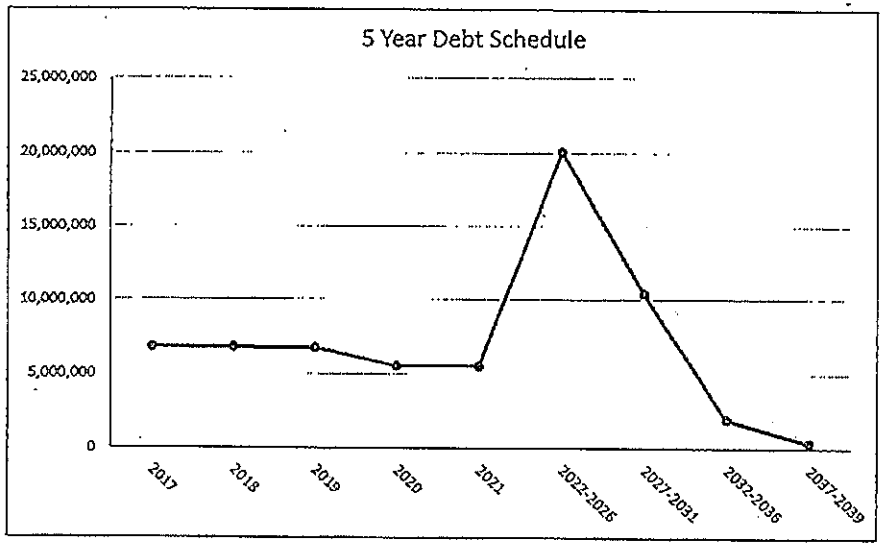
The City of Poughkeepsie, NY
Capital Plan 2017-2021

Significant Projects to be undertaken in 2017 are:

- College Hill Reservoir Project: $11,767,232 with $3,000,000 from NYS
- CWSRF: $11,256,000 with $3,000,000 from NYS
- Main Street Reconstruction: $3,259,000 with $511,000 from NYS and $2,839,000 from Federal Assistance
- Kaal Rock Point: $3,000,000
- Morgan Lake Dam: $3,000,000
- Water System Improvements--Market St.: $2,640,000
- City Hall Generator: $2,400,000
- 2 Diesel/Electric Buses: $1,500,000--Federally Funded
- New Tower Ladder Truck: $1,200,000 with $500,000 from NYS ($200,000 other sources)

Long-term indebtedness of the City of Poughkeepsie as of December 31, 2016 will be $50,466,000. The total amount is subject to the City's constitutional debt limit of $121,501,916 and represents 41.5% of that limit. As of June 30, 2016, the City had authorized but unissued debt totaling $37,231,286. The following table represents a summary of the City's long-term debt service obligation as of December 31, 2016. The table does not include any projected borrowing scheduled to occur in 2016.

Year	Prinicpal	Interest	Total
2017	4,815,000	2,017,332	6,832,332
2018	4,997,000	1,818,853	6,815,853
2019	5,147,000	1,615,186	6,762,186
2020	4,127,000	1,433,291	5,560,291
2021	4,266,000	1,272,128	5,538,128
2022-2026	16,069,000	4,026,075	20,095,075
2027-2031	8,945,000	1,504,735	10,449,735
2032-2036	1,740,000	237,816	1,977,816
2037-2039	360,000	18,251	378,251
TOTAL	50,466,000	13,943,667	64,409,667



5-Year Capital Plan Summary

DPW

Project	Description	Total	2017	2018	2019	2020	2021
1	Annual Streets Paving Program	2,500,000	500,000	500,000	500,000	500,000	500,000
2	Main St Reconstruction	3,529,000	3,529,000				
3	Water Sys Improvements - Market St. - HOLDOVER	2,640,000	2,640,000				
4	Water Line at Cedar - Cedar, Arnold, Miller - HOLDOVER	390,000		390,000			
5	Soldiers Fountain	250,000			250,000		
6	General Yearly Valve Replacement Program	1,000,000	200,000	200,000	200,000	200,000	200,000
7	Sanitary & Storm Sewer Spot Rehabilitation	1,250,000	250,000	250,000	250,000	250,000	250,000
8	Sanitary Sewer Repl. Main St (Cherry to S. Clinton) - HOLDOVER	1,020,000			1,020,000		
9	Clark St. Storm Sewer at Flood Area	1,000,000					1,000,000
10	Hooker Ave Storm Sewer at Flood Area	1,000,000					1,000,000
11	Wilson Ave. Storm Sewer at Flood Area	1,000,000					1,000,000
12	Columbia St. CSO - HOLDOVER	1,200,000					1,200,000
13	Montgomery St. CSO - HOLDOVER	2,400,000					2,400,000
14	Beechwood Ave. CSO (Alden to Sharon) - HOLDOVER	1,320,000					1,320,000
15	Old Falkill Trunk Sewer - HOLDOVER	4,800,000					4,800,000
16	Arnold CSO Separate	2,000,000					2,000,000
17	Generator Repl. Sewer Treatment Plant	660,000					660,000
18	STP - Large Odor Scrubber - HOLDOVER	1,620,000					1,620,000
19	Kaal Rock Point - HOLDOVER	3,000,000	3,000,000				
20	Morgan Lake Dam - HOLDOVER	3,000,000				3,000,000	
21	City Hall Generator - HOLDOVER	2,400,000	2,400,000				
22	Automated Parking Collection System at FPD, Liberty, etc - HOLI	288,000		288,000			
23	CDBG - Parks - HOLDOVER	500,000	100,000	100,000	100,000	100,000	100,000
24	CDBG - Scattered Sidewalks - HOLDOVER	1,000,000	200,000	200,000	200,000	200,000	200,000
25	Overhead Doors at DPW Garage	20,000		20,000			
26	Electric Main at DPW	50,000	50,000				
27	Transfer Station Pit Repair	20,000	20,000				
28	Transfer Station Repair	2,000,000		2,000,000			
29	Pool Gunite Repair at Spratt And Pulaski	400,000			400,000		
30	City Hall Parking Garage Repair	200,000	200,000				
31	City Hall Paver (Sidewalk Repair)	200,000		200,000			
32	City Hall Stone Wall Repair	100,000			100,000		
33	DPW Ready Room Repair	50,000				50,000	
34	Spratt Roof Repair	20,000		20,000			
35	Stitzel - Concession Bldg-	30,000	30,000				

Project	5-Year Capital Plan Summary Description	Total	2,017	2,018	2,019	2,020	2,021
36	Kaal Roc Bathhouse	100,000			100,000		
37	Morgan Lake Bathhouse	100,000				100,000	
38	Pulaski Pool Locker Room	50,000			50,000		
39	Spratt Pool Fence	100,000			100,000		
40	2 Diesel Electric Buses - HOLDOVER	1,500,000	1,500,000				
41	Bus Shelters - HOLDOVER	37,200		37,200			
42	Preventive Maintenance Bus - HOLDOVER	1,350,000	270,000	270,000	270,000	270,000	270,000
43	Operating Assistance for City Transit - HOLDOVER	1,700,000	340,000	340,000	340,000	340,000	340,000
44	Bus Lift	110,000				110,000	
45	Bus Stop Signs	50,000	10,000	10,000	10,000	10,000	10,000
46	Repair Wash Bay	200,000	200,000				
47	DPW Vehicles - HOLDOVER	3,607,800	721,560	721,560	721,560	721,560	721,560
48	Iron Trash Cans for City Streets	50,000	10,000	10,000	10,000	10,000	10,000
49	Sanitation Scale	500,000		500,000			
50	Security Cameras DPW	100,000	20,000	20,000	20,000	20,000	20,000
51	City Owned Parking Lot Repair - General Lot Repair	1,000,000	200,000	200,000	200,000	200,000	200,000
52	Tree Clearing at City Property	125,000	25,000	25,000	25,000	25,000	25,000
53	Tree and Leaf Pile Removal	80,000	80,000				
54	Park Improvements (Spratt and Pulaski)	110,000	110,000				
55	Parks Maintnance Vehicle	40,000	40,000				
58	Monument at College Hill Repair	300,000				300,000	
59	Bathrooms at College Hill	500,000					500,000
	Total DPW	**54,567,000**	**16,645,560**	**6,301,760**	**4,866,560**	**6,406,560**	**20,346,560**
FIRE							
1	New Rescue Pumper Engine	550,000		550,000			
2	Clover Street Firehouse Window Replacement	79,000	79,000				
3	New Tower Ladder Truck	1,200,000	1,200,000				
	Total Fire	**1,829,000**	**1,279,000**	**550,000**	**-**	**-**	**-**
POLICE							
1	Police Car Replacement	1,071,000	300,000	150,000	300,000	123,000	198,000
	Total Police	**1,071,000**	**300,000**	**150,000**	**300,000**	**123,000**	**198,000**

Project	5-Year Capital Plan Summary Description	Total	2,017	2,018	2,019	2,020	2,021
IT							
1	Office 365	322,500	64,500	64,500	64,500	64,500	64,500
2	Electronic Document Management System	37,815	7,563	7,563	7,563	7,563	7,563
3	IT Hardware	100,000	100,000				
	Total IT	460,315	172,063	72,063	72,063	72,063	72,063
ENGINEERING							
1	College Hill Dam - Engineering Assessment	19,900	19,900				
2	Financial Plaza Deck - 2016 Project $1,450,000.00						
3	Grand Ave. HOLDOVER	2,366,000			218,000	12,000	2,136,000
4	Mansion Street Bridge - HOLDOVER	2,579,000			352,000	11,000	2,216,000
5	Washington Street Bridge	2,799,000				318,000	2,481,000
6	Garden Street Bridge	3,000,000		3,000,000			
7	Academy St	3,118,000				365,000	2,753,000
8	College Hill Reservoir	11,767,232	11,767,232				
9	CSWRF	11,256,000	11,256,000				
10	DeLaval Property	104,750	20,950	20,950	20,950	20,950	20,950
	Total Engineering	37,009,882	23,064,082	3,020,950	590,950	726,950	9,606,950
	GRAND TOTAL	94,937,197	41,460,705	10,094,773	5,829,573	7,328,573	30,223,573

5 Year Capital Plan
Funding for 2017 Projects

Description	2017	City	State	Federal	Other
Annual Streets Paving Program	500,000		500,000		
Main St Reconstruction	3,529,000	179,000	511,000	2,839,000	
Water Sys Improvements - Market St. - HOLDOVER	2,640,000		2,640,000		
General Yearly Valve Replacement Program	200,000	200,000			
Sanitary & Storm Sewer Spot Rehabilitation	250,000	250,000			
Kaal Rock Point - HOLDOVER	3,000,000	3,000,000			
City Hall Generator - HOLDOVER	2,400,000	2,400,000			
CDBG - Parks - HOLDOVER	100,000			100,000	
CDBG - Scattered Sidewalks - HOLDOVER	200,000			200,000	
Electric Main at DPW	50,000	50,000			
Transfer Station Pit Repair	20,000	20,000			
City Hall Parking Garage Repair	200,000	200,000			
Stitzel - Concession Bldg-	30,000	30,000			
2 Diesel Electric Buses - HOLDOVER	1,500,000			1,500,000	
Preventive Maintenance Bus - HOLDOVER	270,000	216,000	27,000	27,000	
Operating Assistance for City Transit - HOLDOVER	340,000	170,000		170,000	
Bus Stop Signs	10,000	10,000			
Repair Wash Bay	200,000	200,000			
DPW Vehicles - HOLDOVER	721,560	721,560			
Iron Trash Cans for City Streets	10,000	10,000			
Security Cameras DPW	20,000	20,000			
City Owned Parking Lot Repair - General Lot Repair	200,000	200,000			
Tree Clearing at City Property	25,000	25,000			
Tree and Leaf Pile Removal	80,000	80,000			
Park Improvements (Spratt and Pulaski)	110,000		110,000		
Parks Maintnance Vehicle	40,000	40,000			
Total DPW	**16,645,560**	**8,021,560**	**3,788,000**	**4,836,000**	**-**

5 Year Capital Plan
Funding for 2017 Projects

Description	2017	City	State	Federal	Other
Clover Street Firehouse Window Replacement	79,000		79,000		
New Tower Ladder Truck	1,200,000	500,000	500,000		200,000
Total Fire	**1,279,000**	**500,000**	**579,000**	**-**	**200,000**
Police Car Replacement	300,000	300,000			
Total Police	**300,000**	**300,000**			
Office 365	64,500	64,500			
Electronic Document Management System	7,563	7,563			
IT Hardware	100,000	100,000			
Total IT	**172,063**	**172,063**			
College Hill Dam - Engineering Assessment	19,900	19,900			
College Hill Reservoir	11,767,232	9,767,232	2,000,000		
CSWRF	11,256,000	8,256,000	3,000,000		
DeLaval Property	20,950	20,950			
Total Engineering	**23,064,082**	**18,064,082**	**5,000,000**		
GRAND TOTAL	**41,460,705**	**27,057,705**	**9,367,000**	**4,836,000**	**200,000**

RESOLUTION
(R-16-76)

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the United States Coast Guard is considering establishing new anchorage grounds in the Hudson River from Yonkers, New York to Kingston, New York, suggesting that anchorage grounds may improve navigation safety along portions of the Hudson River, allowing for a safer and more efficient flow of vessel traffic; and

WHEREAS, The Poughkeepsie Joint Water Project is the single biggest water project drawing water from the Hudson River and supplying more than 80,000 residents with drinking water; and

WHEREAS, The Poughkeepsie Joint Water Project Board met to discuss and consider said United States Coast Guard's plan of the new anchorage grounds; and

WHEREAS, the Poughkeepsie Joint Water Board, in summary, opposes said new additional anchorage grounds, for the safety of the entire areas drinking water should there be any spills from said barges at these newly established anchorage grounds;

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council concurs with the Poughkeepsie Joint Water Board opposition to the United States Coast Guard's proposed new additional anchorage grounds; and

BE IT FURTHER RESOLVED, that the Common Council does hereby authorize the Mayor or his designee to forward this resolution to the United States Coast Guard, our local U.S. Senators and U.S. Representatives.

SECONDED BY COUNCILMEMBER _____.

Poughkeepsies' Joint Water Project Board

3431 North Road
Poughkeepsie, New York 12601

Friday, August 5, 2016

Public Comments – Hudson River Anchorages
United States Coast Guard
Sector New York
212 Coast Guard Drive
Staten Island, New York 10305

Subject: In the matter of public comment on the plan: **U.S. Coast Guard proposes ten more anchorage grounds on the Hudson River between Yonkers and Kingston (July 15th 2016).**

This comment is from the Poughkeepsies' Joint Water Project (PJWP), and is being made by the Joint Water Project Board (JWPB), which is the administrative part of the jointly owned Poughkeepsie Water Treatment Facility. The City of Poughkeepsie and the Town of Poughkeepsie joined in an Inter-municipal Agreement to operate the Water Plant to supply people in the City and Town with drinking water - over twenty years ago. The Project now serves more than 80,000 people living in the two communities with water. Over the years, the PJWP has sold water to other public and private entities including in Hyde Park, Fishkill and East Fishkill.

We draw our drinking water from the Hudson River. We are the single biggest water project drawing water from the Hudson River. Any petroleum spill in the Hudson, within the tidal flow, both north and south of our plant location will cause the shutdown of the water plant. While we have a small standby capacity, a petroleum product spill into the Hudson River causing our plant to shut down will immediately and significantly interrupt drinking water to more than 80,000 residents and even more people in hospitals; nursing homes, public and private colleges, public and private schools, shopping malls, apartment buildings, private houses. The list goes on and on. Plus businesses, from the very large like the IBM facility on South Road, Poughkeepsie and the Global Foundries in Fishkill, employing thousands of people, to all the businesses in the City and Town of Poughkeepsie, shopping malls, food stores too many businesses to name. Now consider the City of Poughkeepsie is our county seat. Think of the impact to County Courts, County Social Services, County Probation, County Office building, County Executive Offices, County Legislature. The greater Poughkeepsie area is the center of Dutchess County and it would be without drinking water.

If our water plant is forced to shut down, and we exhaust our reserve capacity, there will be no water in the water mains, no water to flush toilets and put out fires.

Phone (845) 451-4173 x2003 Fax (845) 451-4175
E-mail: ralstadt@pokwater.com

In preparing for this public comment we found an item in the Federal Register titled: **Anchorage Regulations; Port of New York, a rule by the US Coast Guard** **Rule effective May 2, 2016**; Citation: 81 FR 18496; 33 CFR 110; Document # 2016-07307:

> ***Summary***
>
> *"The Coast Guard is **disestablishing** thirteen anchorage grounds and one special anchorage area that are now obsolete in Newark Bay, the East River, Western Long Island Sound, Raritan Bay, and Lower New York Bays."* (Emphasis added by author)

We also found the following on the Federal Register: **Anchorage Grounds, Hudson River; Yonkers, NY to Kingston, NY.** Proposed Rule June 9, 2016 **Comments Close 09/07/2016** Citation" 81 FR 37168; 33 CFR 110; Document # 2016-13701

> ***Summary***
>
> *The Coast Guard is considering **establishing** new anchorage grounds in the Hudson River from Yonkers, NY, to Kingston, NY. We are considering this action after receiving requests suggesting that anchorage grounds may improve navigation safety along an extended portion of the Hudson River, which currently has no anchorage grounds, allowing for a safer and more efficient flow of vessel traffic. The Coast Guard is seeking comments and information about the operational need for new anchorage grounds and what form possible regulations should take.* (Emphasis added by author)

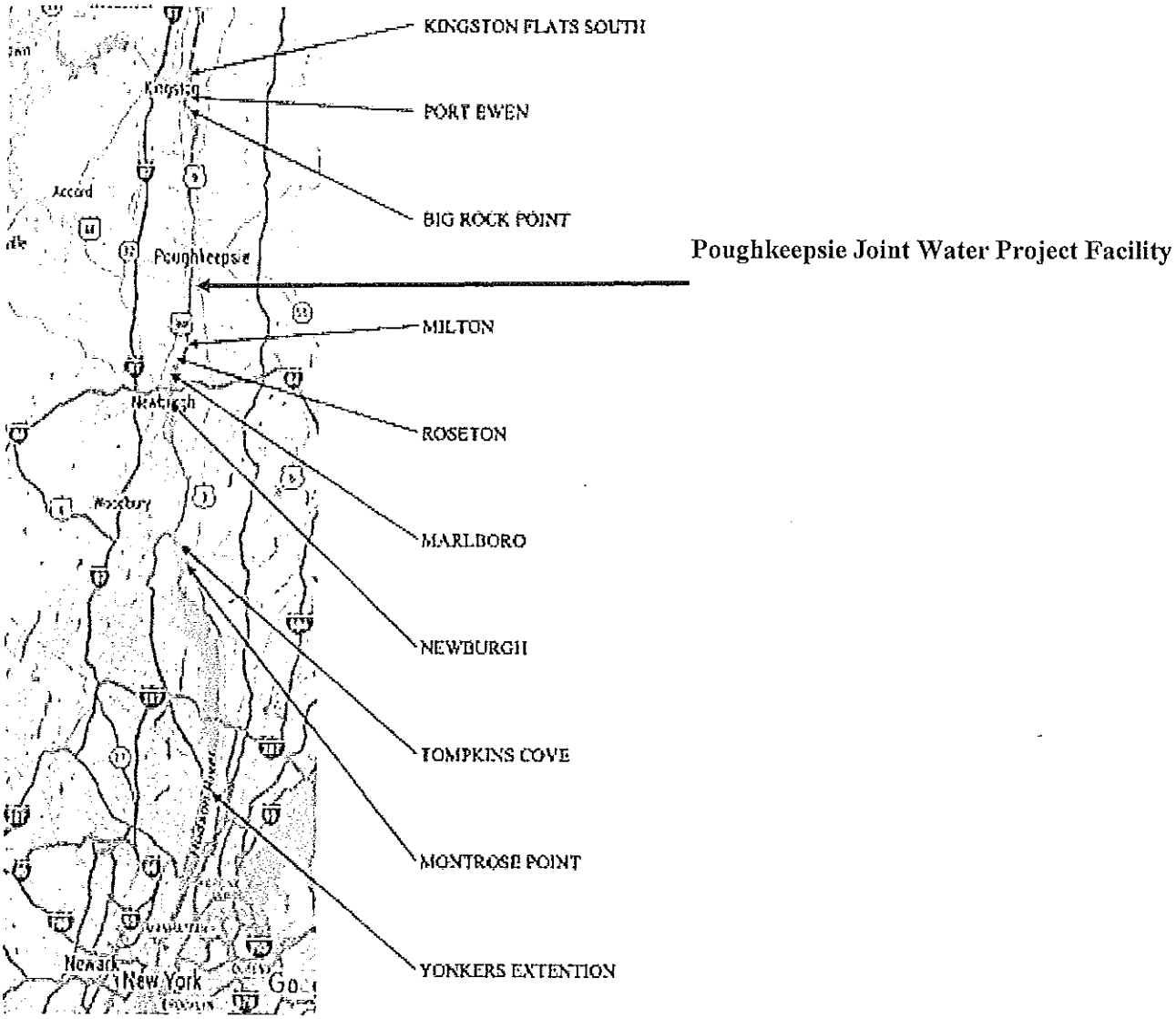
The Joint Water Project Board would point out that the net effect of the adopted regulation disestablishing anchorage grounds (05/02/16) moves all of the vessels including barges with oil or petroleum products in them, to the newly proposed anchorage grounds in the Hudson River above Yonkers. Further, that the Coast Guard "disestablished" the anchorage grounds in Newark Bay, the East River, Western Long Island Sound, Raritan Bay, and Lower New York Bays, before establishing any alternative anchorage grounds.

The Poughkeepsies' Joint Water Project, for the safety of the drinking water source for our entire area must oppose any new anchorage sites in the Hudson River.

Yours truly,

William G. Carlos, Jr., Secretary
Poughkeepsie Water Project Board

Map of the proposed new anchorage sites in the Hudson and the approximate location of our water treatment facility.



Telephone (845) 451-4173 x16 Fax (845) 451-4175
E-mail: ralstadt@pokwater.com

RESOLUTION
R16-77

CALLING UPON THE COAST GUARD TO HOLD A PUBLIC MEETING IN THE CITY OF POUGHKEEPSIE TO DISCUSS THE PROPOSED NEW ANCHORAGE GROUND IN THE HUDSON RIVER

INTRODUCED BY COUNCILMEMBER _____ :

WHEREAS, the United States Coast Guard is considering establishing new anchorage grounds in the Hudson River from Yonkers, NY to Kingston, NY as it has received requests from industry associations that suggest additional anchorage grounds may improve navigation safety along an extended portion of the Hudson River, which currently has no anchorage grounds; and

WHEREAS, the Coast Guard is required to considering such request, but is seeking comment and information about the operational needs for new anchorage grounds and what form possible regulations should take; and

WHEREAS, the Coast Guard's notice advises that it is considering proposing that an anchorage ground covering approximately 75 acres for up to two vessels be established as a Milton anchorage ground as just south of the City's waterfront on the west bank of the Hudson River; and

WHEREAS, a map is attached to this Resolution depicting the proposed Hudson River Anchorage proposal, specifically such anchorage area in Milton which would directly impact the City's Southern Waterfront where the City has spent considerable time, energy and money developing; and

WHEREAS, the proposed Milton Anchorage Site's proximity to the Southern Waterfront will have a direct impact on the City's view shed, quality of life and tourist economy; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby requests that the Coast Guard hold a public meeting to be hosted by the City of Poughkeepsie and held at City Hall for the purpose of the receiving public comment and to allow the Coast Guard to explain the proposed Milton Anchorage Ground which proximity to the City of Poughkeepsie's Southern Waterfront will have a direct impact on the City's view shed, quality of life and impact its tourist economy; and be it further

RESOLVED, the City Council requests further information be provided including, but not limited, to the following:

a) Whether in considering adopting proposed rules permitting new anchorage grounds, will the Coast Guard comply with the National Environmental Protection Act ("NEPA")?

b) On average, how many ships per year would use such anchorage positions?

c) On average how long would a ship be anchored?

d) What are the potential impacts associated with noise from the ships?

e) What are the potential impacts associated with lights on the ship?

f) What are the potential impacts to the view shed when considered from all points in the City of Poughkeepsie?

g) What is the potential economic impact on tourism in the City of Poughkeepsie from locating such anchorage points opposite the City's Southern Waterfront?

h) Are the proposed anchorage points consistent with the City of Poughkeepsie's Local Waterfront Revitalization Plan?

i) Details as to the height, length and width of the ships that would be expected to anchor at the Poughkeepsie anchorage ground.

j) Types of materials that ships would be hauling that would be potentially anchored at the Poughkeepsie anchorage ground.

k) Safety measures in place to protect the City of Poughkeepsie's drinking water which draws water directly from the Hudson River.

And be it further

RESOLVED, that the City Chamberlain be and hereby is directed to send a copy of this resolution to the United States Coast Guard and our federal representatives.

SECONDED BY_____.

William Brady
Commissioner of Finance

The City of Poughkeepsie

New York

August 29, 2016

To: Chairman Chris Petsas
Common Council Members

From: William Brady, Commissioner of Finance WJB

Re: Engineering Planning Grant – City of Poughkeepsie Waterfront Development

In 2014, the City was awarded $30,000 for the Engineering Planning Grant through the New York State Clean Water Revolving Fund. This grant will be utilized to develop a conceptual design for the proposed City of Poughkeepsie Wastewater Improvement project. The estimated cost of this planning project is $50,000. The City will be obligated to appropriate funding of at least 20% of the project cost but not to exceed $20,000. The first of the two parts of this resolution authorizes the Mayor or the City Administrator to execute the grant agreement with the NYS Environmental Facilities Corporation and any and all related contracts, documents, and instruments as necessary to bring the project to a conclusion.

The second part of the resolution affirms that the project can be classified as a Type II action under Environmental Conservation Law, and as such requires no environmental review or further action by the City under SEQRA.

I recommend the adoption of the attached Resolution.

Thank you for your consideration.

Municipal Building • 62 Civic Center Plaza • Poughkeepsie, NY 12601 • 845.451.4025 • 845.451.4027

RESOLUTION
R16-78

INTRODUCED BY COUNCILMEMBER_____.

NOW, THEREFORE, BE IT:

WHEREAS the City has been selected to receive up to $30,000 for the Engineering Planning Grant through the New York Clean Water State Revolving Fund program. Further this grant will be utilized for conceptual design for a Clean Water State Revolving Fund (CWSRF) project. Award of the CWSRF project is expected in October 2016. The proposed project is divided into 6 sub projects. Sub project 1 is Riverview CSO Elimination. Sub project 2 is a City wide, Cured in Place Pipe (CIPP) rehabilitation of VCT sewer pipe. Sub project 3 is the Meyer Avenue Pump Station Rehabilitation. Sub project 4 is the Pine Street Pump Station Rehabilitation. Sub project 5 is WPCP Improvements. Sub Project 6 is the Cedar Avenue Pump Station.

BE IT RESOLVED that the City Administrator **OR** Mayor is authorized 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 obligations under the Engineering Planning Grant Agreement.

NOW, THEREFORE,

BE IT RESOLVED that the City of Poughkeepsie authorizes and appropriates a minimum of 20% local match as required by the Engineering Planning Grant Program for the CITY OF POUGHKEEPSIE WASTEWATER IMPROVEMENT PROJECT. Under the Engineering Planning Grant Program, this local match must be at least 20% of the total project cost. The maximum local share appropriated subject to any changes agreed to by the Commissioner of Finance shall not exceed $20,000 based upon a total estimated maximum project cost of $50,000. The Commissioner of Finance may increase this local match through the use of in kind services without further approval from the City of Poughkeepsie.

<u>SEQR Type II Determination Resolution</u>

Whereas, 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;

NOW, THEREFORE,

BE IT RESOLVED that the City of Poughkeepsie hereby determines that the proposed CITY OF POUGHKEEPSIE WASTEWATER IMPROVEMENT PROJECT can be classified as a Type II action under Environmental Conservation Law 6 NY CRR 61 7. 5 (c)(2) as a "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading building to meet building or fire codes ... " A "facility" by definition is "something that is built, installed, or established to serve a particular purpose" (Merriam-Webster) which would include all sewer piping and appurtenances. Furthermore, 6 NYCRR 617.5(c)(l) includes "maintenance or repair involving no substantial changes in an existing structure or facility" as a Type II action as well. As a Type II, no environmental review is required and no further action is required by the applicant under SEQRA.

SECONDED BY COUNCILMEMBER_____

The City of Poughkeepsie

New York

Paul Ackermann
Corporation Counsel
packermann@cityofpoughkeepsie.com

62 Civic Center Plaza
Poughkeepsie, New York 12601
TEL: (845) 451-4065 FAX: (845) 451-4070

August 17, 2016

CC Meeting: 8/29/16
ITEM VII- 6

COMMON COUNCIL
City of Poughkeepsie

RE: Approving an agreement with the County exempting certain applications from review under GML 239-m

Dear Chairman Petsas and Councilmembers:

General Municipal Law §239-l & m requires that certain actions considered by the City's planning board be referred to the County's Planning department in order for the County to have an opportunity to weigh in on the greater regional impact the actions may have. However, the County and local governments may enter into an agreement exempting some actions thereby elimination the necessity for the City to refer and the County to review those actions.

Attached is a proposed agreement consistent with the above. The County and City have identified three categories of actions which do not have an inter-community or county-wide impact and which can be eliminated from a 239-m review. Attached hereto is a copy of an agreement for your information. All other actions required to be referred under 239-m will continue to be referred under 239-m.

Respectfully submitted,

Paul Ackermann, Esq.
Corporation Counsel

PA:kg
Attachment

RESOLUTION
(R-16-73)

APPROVING AN AGREEMENT WITH DUTCHESS COUNTY REGARDING CATOGORIES OF PROPOSED ACTIONS THAT SHALL BE DEEMED OF LOCAL CONCERN FOR PURPOSES OF REVIEW UNDER GML §239-m

INTRODUCED BY COUNCILMEMBER_____:

WHEREAS, pursuant to GML §239-m the City must refer certain actions to the Dutchess County Department of Planning in order to assess its potential for inter-community and county-wide impact and consistency; and

WHEREAS, the City and County are permitted to enter into an agreement exempting categories of actions that are mutually deemed of local concern and thus not subject to referral under GML §239-m; and

WHEREAS, the County and City are desirous of entering into an agreement thereby eliminating the need for the City to refer and the County to review action which are strictly matters of a local concern, do not impact other communities and have no county-wide impact; and

WHEREAS, the Common Council has determined that this agreement will increase efficiency and is in the best interest of the City; and

NOW, THEREFORE

BE IT RESOLVED, by the Common Council of the City of Poughkeepsie approves and supports the agreement attached hereto and made a part hereof as if fully set forth herein as permitted pursuant to GML §239-m; and be it further

RESOLVED, that the Mayor is authorized to execute said agreement if form and substance as attached hereto and do all things necessary to give effect to the resolution.

SECONDED BY COUNCILMEMBER _____.

AGREEMENT

THIS AGREEMENT, made this day of , 20 , by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and_____, a municipality within the County of Dutchess, whose address is ____, _____, NY 12____ (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

WHEREAS, New York State General Municipal Law Section 239 requires local municipalities to refer applications for certain planning and zoning actions to the Dutchess County Department of Planning & Development for review, and

WHEREAS, the New York General Municipal Law Section 239 further requires the County to assess all such applications as to whether the requested action would have a "county wide" or "inter-community" impact and comment on same, and

WHEREAS, the current referral process results in the processing of applications each year from towns, villages, and cities to the County, a portion of which have neither county-wide or inter-community impact, and

WHEREAS, New York State General Municipal Law authorizes the County to enter into agreements with local municipalities in order to determine which, if any, of the local municipal actions subject to referral may be deemed strictly matters of local determination, and therefore, not subject to the referral process, and

WHEREAS, the County hereby proposes to eliminate the necessity of the County's review and comment on such local actions, and

WHEREAS, it is hereby mutually agreed by and between the parties hereto as follows:

1. TERM OF AGREEMENT: This Agreement shall be effective January 1, 2016, and shall terminate on December 31, 2016, unless otherwise terminated as set forth herein. The term of this Agreement shall be extended automatically for a successive year, for a total of five (5) years. If either party decides to terminate this Agreement, either party shall send a written

notice of termination to the other party at least thirty (30) days before the end of any term. This Agreement shall terminate upon thirty (30) days written notice by either party to the other.

2. PAYMENT: None.

3. REFERRALS TO BE ELIMINATED: The following actions shall be eliminated from the referral and review process:

a. administrative amendments (zoning amendments regarding fees, procedures, penalties, etc.);

b. special use permits, use variances and area variances for residential uses; and

c. renewals/extensions of site plans or special permits that have no changes from previous approvals.

4. REFERRALS NOT TO BE ELIMINATED: The following actions shall not be eliminated from the referral and review process:

a. comprehensive/master plans;

b. zoning amendments (standards, uses, definitions, district regulations, etc.);

c. rezonings;

d. other proposed local laws and/or other authorizations adopted pursuant to zoning (wetlands, historic preservation, affordable housing, architectural review, etc.);

e. site plans (all); and

f. special permits, use variances, and area variances for all non-residential uses.

5. NOTICES: Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Commissioner of Planning & Development
Dutchess County Dept. of Planning & Development
27 High Street
Poughkeepsie, NY 12601

Municipality
Street Address
City, State, Zip

6. ENTIRE AGREEMENT: The term of this Agreement, including any attachments, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded in this Agreement.

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

_____
Eoin Wrafter, Commissioner of
Planning & Development

MUNICIPALITY:

_____
Name:
Title:

White and Williams LLP

Po Fu Cheng
Marcia Richards
1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103-7395
Direct 215.864.7086 | Fax 215.789.7641
chengp@whiteandwilliams.com | whiteandwilliams.com

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2016 AUG -2 PM 2:58

July 29, 2016

By FedEx and Certified Mail Return Receipt Requested

Deanna Flynn, City Chamberlain
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Chris Gent, Commissioner
City of Poughkeepsie
Department of Public Works
26 Howard Street
Poughkeepsie, NY 12601

RE:	**Insured**	:	**Timothy A. Lang**
	Loss Location	:	**3 Hook Road Unit 63J**
		:	**Poughkeepsie, New York**
	Date of Loss	:	**May 4, 2016**
	Claim Number	:	**0412198631**

Dear Ms. Flynn and Mr. Gent:

Enclosed please find a Notice of Claim against The City Of Poughkeepsie, Department of Public Works submitted in accordance with Gen. Mun. §§50-e and 50-i. Accordingly, kindly forward this Notice to the appropriate official or office.

Very truly yours,

WHITE AND WILLIAMS LLP

Po Fu Cheng

Po Fu Cheng, Esquire
Marcia Richards, Esquire

PFC:dmr
Enclosure

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

In the Matter of the Claim of ALLSTATE INDEMNITY COMPANY, as subrogee of, TIMOTHY LANG Claimant, against THE CITY OF POUGHKEEPSIE DEPARTMENT OF PUBLIC WORKS Defendants.	NOTICE OF CLAIM

To: The City Of Poughkeepsie Department of Public Works

PLEASE TAKE NOTICE that to the extent required by Municipal Law or otherwise the undersigned claimant hereby makes claim and demand against you as follows:

1. The name and post office of each claimant is:

Allstate Indemnity Company
a/s/o Timothy Lang
2775 Sanders Road
Northbrook, IL 60062
Claimant

Po Fu Cheng, Esquire
Marcia D. Richards, Esquire
White and Williams LLP
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103
Attorney for Claimant

2. Nature of the claim:

This is a subrogation claim for property damage which arose on May 4, 2016. Claimant is an insurance company asserting subrogation rights. Claimant's insured, Timothy Lang, at all times relevant hereto, owned and resided at Unit #63J of The Arbors Condominium complex located at 3 Hook Road, Poughkeepsie, NY 12603. On or about May 4, 2016 a fire occurred at the complex which destroyed Timothy Lang's home. Claimant has made and/or will make payments pursuant to a policy of insurance issued to its insured Timothy Lang for property and related damages and expenses resulting from the fire incident and sustained by Mr. Lang. Claimant is subrogated to the rights of its insured, to the extent of any payment made to him, or on his behalf, against the responsible party(ies) for said fire, its spread and resulting damages.

3. The time when, the place where, and the manner in which the claim arose is as follows:

Upon information and belief, The Fire loss occurred on May 4, 2016 at 3 Hook Road, Poughkeepsie, NY 12603 originating in unit #63A and spread to the claimant's insured, Timothy Lang's unit. Our investigation to date indicates that the fire spread was the result of water hydrants owned and/or maintained by the City of Poughkeepsie, Department of Public Works failing to operate and/or provide an adequate water supply to timely fight the fire.

4. The items or damage or injuries claimed to have been sustained:

The fire substantially damaged Timothy Lang's home. The damages include real and personal property, additional living expenses, and related costs and expenses. Claimant is subrogated to the rights of its insured to the extent of all payments made, or to be made, and seeks recovery of all insurance payments from the named parties.

While the loss figures have not yet been finalized, damage to real and personal property additional living expenses and related expenses are expected to exceed $200,000.00.

WHEREFORE, Allstate Indemnity Company, as subrogee of Timothy Lang requests that the claim set forth herein be allowed by The City of Poughkeepsie Department of Public Works. Should the claim be disallowed, litigation will be commenced in a timely fashion.

Dated: July 29, 2016

WHITE AND WILLIAMS LLP

By: Po Fu Cheng

Po Fu Cheng, Esquire
Marcia D. Richards, Esquire
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103
(215) 864-6893

Sworn and subscribed to before me this 29 day of July, 2016.

Breeana Joelle Somers
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Breeana Joelle Somers, Notary Public
East Whiteland Twp., Chester County
My Commission Expires June 27, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

To: (Via Certified Mail and Federal Express sent July 29, 2016)

Deanna Flynn, City Chamberlain
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Chris Gent, Commissioner
City of Poughkeepsie
Department of Public Works
26 Howard Street
Poughkeepsie, NY 12601

17506717v.1

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
2016 AUG 15 PM 12:58

TODAY'S DATE: 8/15/16

NAME AND ADDRESS OF EACH CLAIMANT:
Molly Jenkins
55 Mitchell Ave.
Poughkeepsie, NY 12603

TELEPHONE NUMBER: 815-238-0792

NAME AND ADDRESS OF ATTORNEY (IF ANY):
N/A

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

On June 12, 2016, at approximately 11 AM, a large limb fell from a tree on city property onto the car port of my home on 55 Mitchell Avenue. The limb bent and damaged the gutter on that side of the car port when it fell. The quoted cost to have Expert Roofing by Wayne Diesing replace the damaged gutter is $250.

ITEMS DAMAGED OR INJURIES SUSTAINED:

The damage was sustained to the gutter that spans nearly 33 feet along the north side of the car port. No other injuries sustained.

Molly Jenkins
Signature of Claimant

Signature of Claimant

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

Molly Jenkins 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.

Molly Jenkins
Signature of Claimant

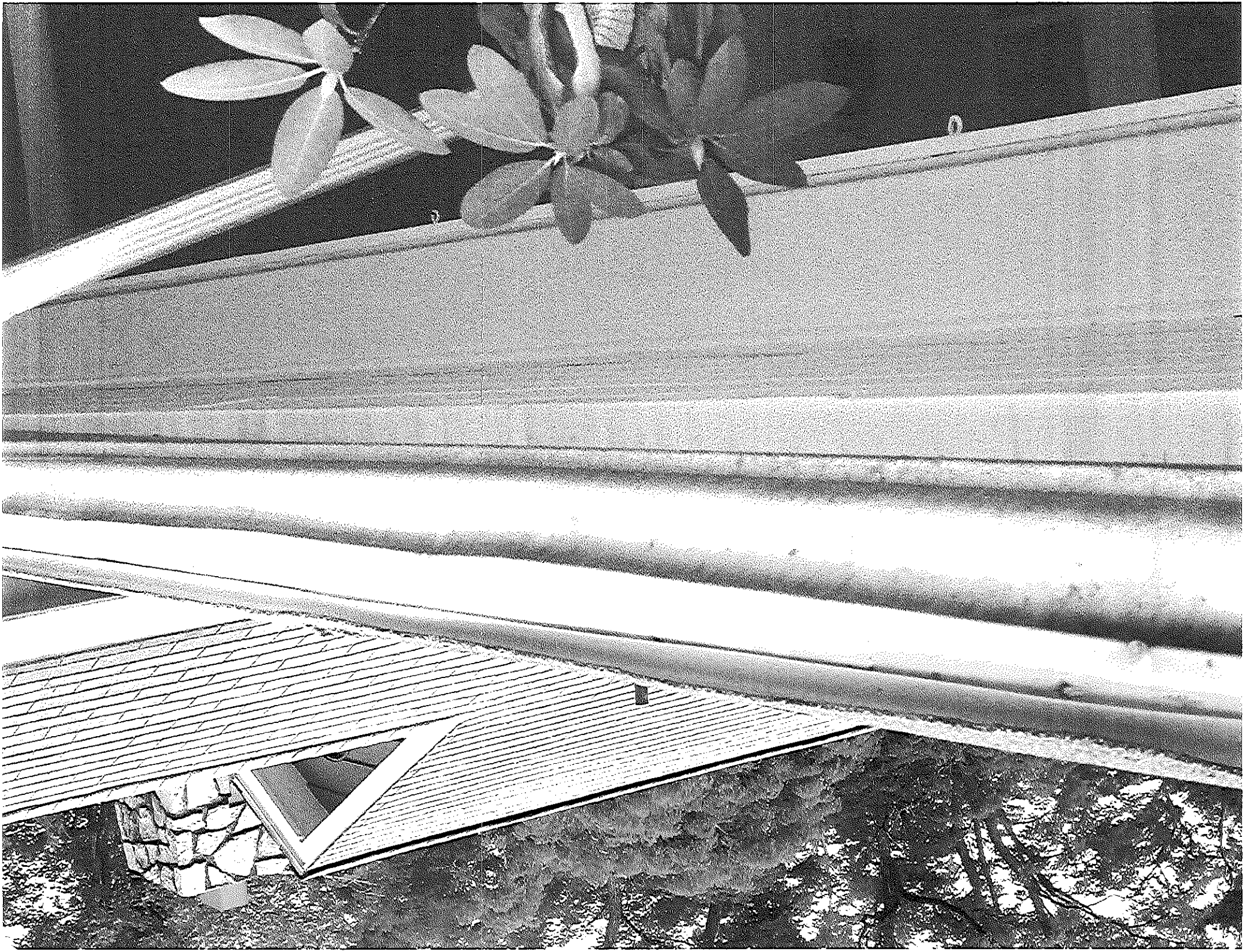
Signature of Claimant

Sworn to before me this 16 day of Aug, 2016

Notary Public

James A. Martin
Notary Public, State of New York
No. 01MA6079079
Qualified in Dutchess County
Commission Expires Aug. 12, 2018

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.



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
2016 AUG 11 PM 2:06

TODAY'S DATE: August 10, 2016

NAME AND ADDRESS OF EACH CLAIMANT:

Steven Trejos
313 Main Street
Poughkeepsie, NY 12601

TELEPHONE NUMBER: (845) 762-8783

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

City towed my legally parked 2005 Cadillac CTS-V. I then called and the City realized their mistake and returned vehicle with damages to the left rear wheel. I took pictures while vehicle was still on the tow truck.

ITEMS DAMAGED OR INJURIES SUSTAINED:

2005 Cadillac CTS-V

Signature of Claimant

Signature of Claimant

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

Steven Trejos 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.

Signature of Claimant

Signature of Claimant

Sworn to before me this 10th day of August, 2016

Amy Marie Maher
Notary Public

AMY MARIE MAHER
Notary Public, State of New York
Registration #01MA6296514
Qualified In Dutchess County
Commission Expires February 3, 2018

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.

Customer: Steven Trejos
Address: 313 main street
City, State: poughkeepsie , NY 12601
Day Phone:
Night Phone:
Fax:
Estimate Ref: 1802
Date: August 11, 2016
Time: 12:17 PM

Service Writer: ROB
Service Tech: ROB

VID: 149356
Mileage: 64000

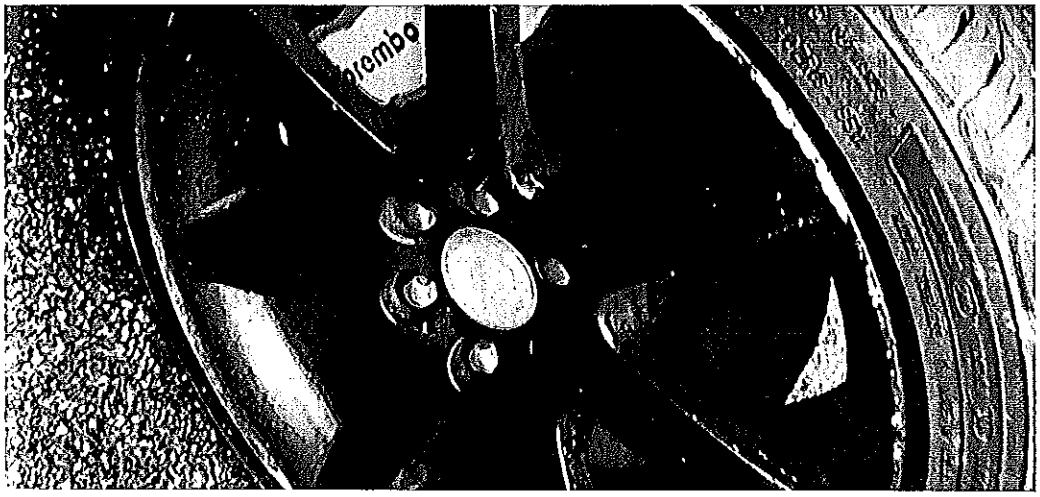
Vehicle: 2005 Cadillac CTS V8-5.7L VIN S

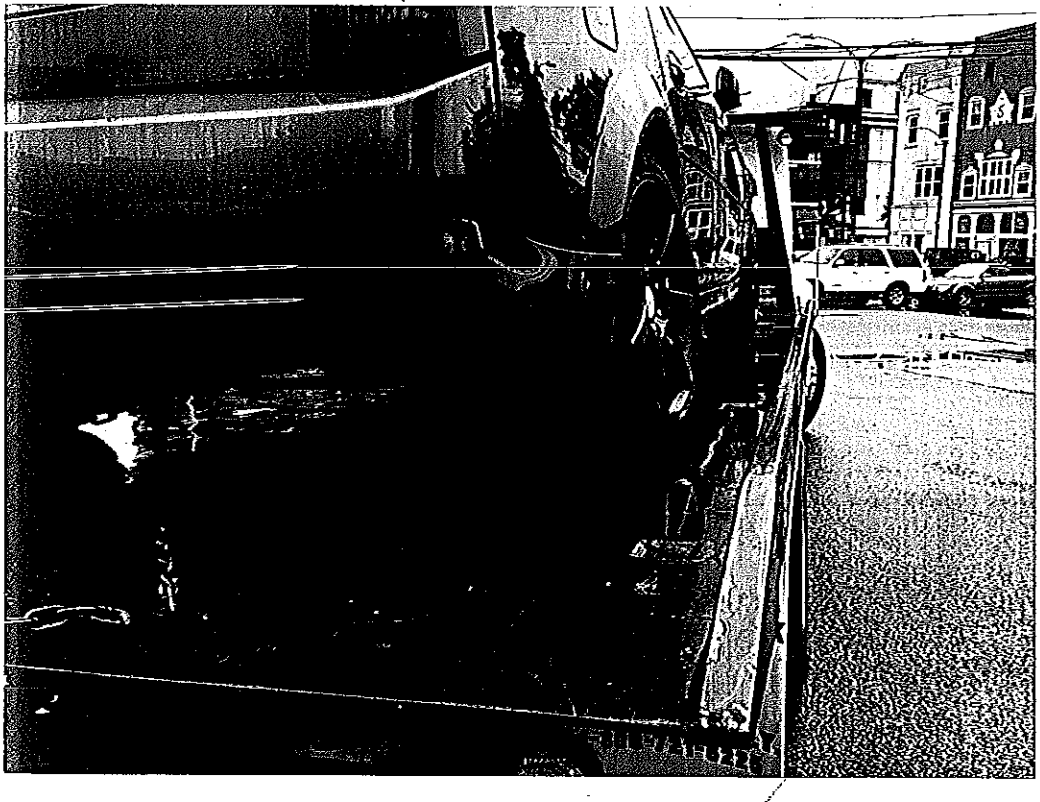
Description	Part #/Labor Rate	Qty	Price/Time	Extended
right rear inner outer tie rod bent		1	248.55	248.55
Right Rear wheel rim damaged		1	600.00	600.00
Right Rear Lower control arm damaged from rotor rubbing against it		1	156.88	156.88
Labor	Labor 85.00 / hr	1	5.00	425.00

Labor Total	425.00
Parts Total	1005.43
Sub-Total	1430.43
Total	$ 1430.43

Signature

Date 11 Aug 16


rembo



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.

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2016 AUG 10 PM 1:55

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 8/9/16

NAME AND ADDRESS OF EACH CLAIMANT:

Royal Carting Service
Emil Panichi, President
P.O. Box 1209
Hopewell Jct., NY 12533

TELEPHONE NUMBER: 845-896-6000

NAME AND ADDRESS OF ATTORNEY (IF ANY):

James P. Constantino, Esq.
2780 South Rd., P.O. Box 1969
Poughkeepsie, NY 12601-1969

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

On 8/2/16 our truck #233 was sitting at a red light on Rte. 9 in front of Marist College when City of Poughkeepsie bus, driven by Ellis Filburt made a left turn into Washington Street and swung front end of bus into our truck, hitting driver's side mirror.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Driver's side mirror

Signature of Claimant

Signature of Claimant

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

Emil Panichi 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.

Signature of Claimant

Signature of Claimant

Sworn to before me this 9th day of AUGUST 2016

Notary Public

ANGELA BAVA
Notary Public, State of New York
No. 01BA6075685
Qualified in Dutchess County
Commission Expires June 10, 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.

Case #7167521

Parts Card

Customer: Panichi Holding Royal Carting
Asset: 2016 Mack GU813 MP7
Build: 2/16/2015
Engine: MP7
Trans:
Repair Status: none...
Complaint:

Cause:

Correction:

Miles:
Serial No: GM031686
Wty Start: 5/11/2015
E. Model:
T. Model:
QR Codes: GM031686

Date: 8/5/2016
Unit No:
Tag #:
E. Serial: 570308
T. Serial:
Repair Order:
Purchase Order:

ETR: None

General Diag

Qty	Part No	Part	Unit Price	Total
1	82713449	MIRROR	$1,146.22	$1,146.22
1	25168228	CV-BRKT MIRROR SUPPORT	$72.16	$72.16
2	84708427	COVER	$13.19	$26.38

Total Part Price may Include Core Charges

Notes

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
2016 AUG 10 PM 1:03

TODAY'S DATE: 8 · 10 · 16

NAME AND ADDRESS OF EACH CLAIMANT: Devon Jones.
24 Roosevelt Ave.
Poughkeepsie NY 12601

TELEPHONE NUMBER: 914 456 2485

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

3 · 37 · PM 7 · 28 · 16 $1366 · 81
Roosevelt Ave · Pough N.Y · 12601
I · STOP AT INTER SECTION OF Roosevelt and Maple ST And The Cop · JUST
ITEMS DAMAGED OR INJURIES SUSTAINED: TALK OF HIT Me on My Left Side ·
Claim He didnT See · Me ·

Devon Jones
Signature of Claimant

Devon Jones
Signature of Claimant

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

Devon Jones 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.

Devon Jones.
Signature of Claimant

Devon Jones.
Signature of Claimant

Sworn to before me this
10th day of August, 2016

Linda A Roa Rodriguez
01RO6318487
Notary Public, State of New York
Qualified in Dutchess County
My commission expires JANUARY 26th, 2019

Notary Public

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.

STOFAS COLLISION INC

6 NORTH CLINTON ST, FAC#7120224,
POUGHKEEPSIE, NY 12601
Phone: (845) 452-7351
FAX: (845) 452-7384

Workfile ID: 05732400
Federal ID: 47-4665093

ashley

Preliminary Estimate

Customer: JONES, DEVIN

Insured: JONES, DEVIN
Type of Loss:
Point of Impact: 11 Left Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
JONES, DEVIN
(914) 456-2485 Cell

Inspection Location:
STOFAS COLLISION INC
6 NORTH CLINTON ST
FAC#7120224
POUGHKEEPSIE, NY 12601
Repair Facility
(845) 452-7351 Business

Insurance Company:

VEHICLE

2008 TOYO TACOMA 4X4 DOUBLECAB 4D SHORT 6-4.0L-FI SILVER

VIN:	5TELU42NX8Z590592	Interior Color:		Mileage In:	51,803	Vehicle Out:	
License:	ELD-6289	Exterior Color:	SILVER	Mileage Out:			
State:	NY	Production Date:		Condition:		Job #:	

TRANSMISSION	**DECOR**	AM Radio	Cloth Seats
Overdrive	Dual Mirrors	FM Radio	Bucket Seats
6 Speed Transmission	Console/Storage	Stereo	**WHEELS**
4 Wheel Drive	Overhead Console	Search/Seek	Styled Steel Wheels
POWER	**CONVENIENCE**	CD Player	**PAINT**
Power Steering	Air Conditioning	**SAFETY**	Clear Coat Paint
Power Brakes	Tilt Wheel	Drivers Side Air Bag	**TRUCK**
Power Windows	Keyless Entry	Passenger Air Bag	Bedliner
Power Locks	Telescopic Wheel	Anti-Lock Brakes (4)	
Power Mirrors	**RADIO**	**SEATS**	

Customer: JONES, DEVIN

2008 TOYO TACOMA 4X4 DOUBLECAB 4D SHORT 6-4.0L-FI SILVER

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				592.52
Body Labor	4.1 hrs	@	$ 52.00 /hr	213.20
Paint Labor	4.7 hrs	@	$ 52.00 /hr	244.40
Paint Supplies	4.7 hrs	@	$ 35.00 /hr	164.50
Miscellaneous				53.50
Subtotal				1,268.12
Sales Tax	$ 1,214.62	@	8.1250 %	98.69
Grand Total				**1,366.81**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,366.81**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

You are entitled to the return of all replaced parts, except warranty and exchange parts, but you must ask for them in writing before any work is done. If you authorize work by phone, the shop must keep any replaced parts, and make them available when you pick up the vehicle.

THE PREPARATION OF THIS ESTIMATE MAY HAVE BEEN BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THERE ARE WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS. THESE WARRANTIES ARE PROVIDED BY THE MANUFACTURER AND/OR DISTRIBUTOR OF THE PARTS RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

New York State Department of Motor Vehicles

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes: 16-20963

Q3CP995X71ZF

☐ AMENDED REPORT

19: 69

Accident Date Month	Day	Year	Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene / Accident Reconstructed	Left Scene	Police Photos
7	28	2016	Thursday	15:37	2	0	0	☐ / ☐	☐	☑ Yes ☐ No

20: –

VEHICLE 1	VEHICLE 2
	☑ VEHICLE 2 ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN
VEHICLE 1- Driver License ID Number: 307260943	State of Lic.: NY
VEHICLE 2- Driver License ID Number: 622178382	State of Lic.: NY
Driver Name - exactly as printed on license: LAWLESS, DAVID M	Driver Name - exactly as printed on license: JONES, DEVON L
Address (Include Number and Street): 62 CIVIC CENTER PLAZA	Address (Include Number and Street): 24 ROOSEVELT AVE
City or Town: POUGHKEEPSIE; State: NY; Zip Code: 12601	City or Town: POUGHKEEPSIE; State: NY; Zip Code: 12601
Date of Birth: 7 / 7 / 1966; Sex: M; Unlicensed: ☐; No. of Occupants: 01; Public Property Damaged: ☐	Date of Birth: 7 / 19 / 1958; Sex: M; Unlicensed: ☐; No. of Occupants: 01; Public Property Damaged: ☐
Name - exactly as printed on registration: CITY OF POUGHKEEPSIE,	Name - exactly as printed on registration: JONES, DEVON L
Sex: C; Date of Birth: Month / Day / Year	Sex: M; Date of Birth: Month 7 / Day 19 / Year 1958
Address (Include Number and Street): 62 CIVIC CENTER PLAZA; Apt. No.; Haz. Mat. Code: –; Released: ☐	Address (Include Number and Street): 24 ROOSEVELT AVE; Apt. No.; Haz. Mat. Code: –; Released: ☐
City or Town: POUGHKEEPSIE; State: NY; Zip Code: 12601	City or Town: POUGHKEEPSIE; State: NY; Zip Code: 12601
Plate Number: 21; State of Reg.: OT; Vehicle Year & Make: 2010 FORD; Vehicle Type: 4DSD; Ins. Code: 997	Plate Number: ELD6289; State of Reg.: NY; Vehicle Year & Make: 2008 TOYT; Vehicle Type: PICK; Ins. Code: 766
Ticket/Arrest Number(s):	Ticket/Arrest Number(s):
Violation Section(s):	Violation Section(s):

1: – 2: – 3: 3 4: 1 5: 6 6: 1 7: 1 21: – 22: – 23: 6 24: 6 25: 5 26: 1 27: 1 28: 1 29: 1 30: –

VEHICLE 1 — Check if involved vehicle is:
- ☐ more than 95 inches wide;
- ☐ more than 34 feet long;
- ☐ operated with an overweight permit;
- ☐ operated with an overdimension permit.

VEHICLE 1 DAMAGE CODES

	1	2
Box 1 - Point of Impact	4	
Box 2 - Most Damage		4

Enter up to three more damage codes	3	4	5
	4	3	

Vehicle By:
Towed To:

VEHICLE 2 — Check if involved vehicle is:
- ☐ more than 95 inches wide;
- ☐ more than 34 feet long;
- ☐ operated with an overweight permit;
- ☐ operated with an overdimension permit.

VEHICLE 2 DAMAGE CODES

	1	2
Box 1 - Point of Impact	12	
Box 2 - Most Damage		12

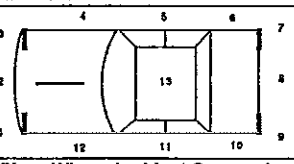
Enter up to three more damage codes	3	4	5
	1		

Vehicle By:
Towed To:

VEHICLE DAMAGE CODING:

1-13 SEE DIAGRAM ON RIGHT.

14. UNDERCARRIAGE
15. TRAILER
16. OVERTURNED
17. DEMOLISHED
18. NO DAMAGE
19. OTHER



Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.

Rear End	Left Turn	Right Angle	Right Turn	Head On
1.	3.		5.	7.
Sideswipe (same direction)	Left Turn		Right Turn	Sideswipe (opposite direction)
2.	0.	4.	6.	8.

ACCIDENT DIAGRAM

9.

Cost of repairs to any one vehicle will be more than $1000.

☑ Unknown/Unable to determine ☐ Yes ☐ No

Reference Marker	Coordinates (if available)
	Latitude/Northing
	Longitude/Easting

Place Where Accident Occurred:

County: DUTCHESS ☑ City ☐ Village ☐ Town of POUGHKEEPSIE

Road on which accident occurred: ROOSEVELT AVE (Route Number or Street Name)

at 1) intersecting street: MAPLE ST (Route Number or Street Name)

or 2) ____ feet ____ miles ☐ N ☐ S ☐ E ☐ W of ____ (Milepost, Nearest Intersecting Route Number or Street Name)

Accident Description/Officer's notes

VEHICLE 1, A MARKED CITY OF POUGHKEEPSIE POLICE CAR, WAS JUST NORTH OF THE INTERSECTION OF ROOSEVELT AVE AND MAPLE STREET RUNNING LASER. VEHICLE 1 OPERATOR ENGAGED HIS EMERGENCY LIGHTS AND BEGAN TO DRIVE IN A SOUTHWESTERLY DIRECTION DOWN TO THE INTERSECTION TO TURN RIGHT ONTO MAPLE STREET AFTER A SPEEDING VEHICLE. VEHICLE 2 WAS NEXT TO VEHICLE 1, IN HIS BLIND SPOT, ALSO HEADING SOUTHWEST TOWARD THE SAME INTERSECTION. AS VEHICLE 1 PULLED UP,

USE COVER SHEET N

ALL INVOLVED

	8	9	10	11	12	13	14	15	16	17 BY	TO 18	Names of all involved	Date of Death Only
A	1	1	–	1	50	M	–	–	–			LAWLESS, DAVID M	
B	2	1	4	1	58	M	–	–	–			JONES, DEVON L	
C													
D													
E													
F													

Officer's Rank and Signature	Badge/ID No.	NCIC No.	Precint/Post Troop/Zone	Station/Beat Sector	Reviewing Officer	Date/Time Reviewed
PATROLMAN					KING, TODD	7/29/2016 07:51
Print Name in Full: EDWARD C FENICHEL	27	01302				

New York State Department of Motor Vehicles

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes
16-20963
Q3CP995X71ZF

☐ AMENDED REPORT

Accident Date Month	Day	Year	Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene / Accident Reconstructed	Left Scene	Police Photos
7	28	2016	Thursday	15:37	2	0	0	☐ / ☐	☐	☑ Yes ☐ No

VEHICLE ☐ VEHICLE ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN

VEHICLE	VEHICLE
VEHICLE - Driver License ID Number / State of Lic.	VEHICLE - Driver License ID Number / State of Lic.
Driver Name - exactly as printed on license	Driver Name - exactly as printed on license
Address (Include Number and Street) / Apt. No.	Address (Include Number and Street) / Apt. No.
City or Town / State / Zip Code	City or Town / State / Zip Code
Date of Birth Month Day Year / Sex / Unlicensed ☐ / No. of Occupants / Public Property Damaged ☐	Date of Birth Month Day Year / Sex / Unlicensed ☐ / No. of Occupants / Public Property Damaged ☐
Name - exactly as printed on registration / Sex / Date of Birth Month Day Year	Name - exactly as printed on registration / Sex / Date of Birth Month Day Year
Address (Include Number and Street) / Apt. No. / Haz Mat Code / Released ☐	Address (Include Number and Street) / Apt. No. / Haz Mat Code / Released ☐
City or Town / State / Zip Code	City or Town / State / Zip Code
Plate Number / State of Reg. / Vehicle Year & Make / Vehicle Type / Ins. Code	Plate Number / State of Reg. / Vehicle Year & Make / Vehicle Type / Ins. Code
Ticket/Arrest Number(s)	Ticket/Arrest Number(s)
Violation Section(s)	Violation Section(s)

VEHICLE

Check if involved vehicle is:
- ☐ more than 95 inches wide;
- ☐ more than 34 feet long;
- ☐ operated with an overweight permit;
- ☐ operated with an overdimension permit.

VEHICLE DAMAGE CODES

Box 1 - Point of Impact		1	2
Box 2 - Most Damage			
Enter up to three more damage codes	3	4	5

Vehicle By:
Towed To:

VEHICLE

Check if involved vehicle is:
- ☐ more than 95 inches wide;
- ☐ more than 34 feet long;
- ☐ operated with an overweight permit;
- ☐ operated with an overdimension permit.

VEHICLE DAMAGE CODES

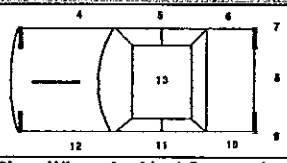
Box 1 - Point of Impact		1	2
Box 2 - Most Damage			
Enter up to three more damage codes	3	4	5

Vehicle By:
Towed To:

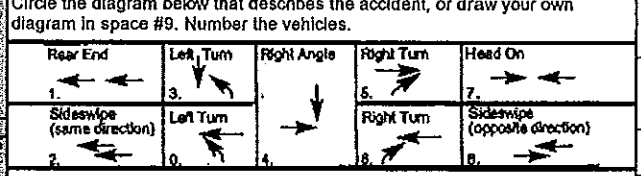
VEHICLE DAMAGE CODING:

1-13 SEE DIAGRAM ON RIGHT.

14. UNDERCARRIAGE
15. TRAILER
16. OVERTURNED
17. DEMOLISHED
18. NO DAMAGE
19. OTHER



Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.



ACCIDENT DIAGRAM

9.

Cost of repairs to any one vehicle will be more than $1000.

☐ Unknown/Unable to determine ☐ Yes ☐ No

Reference Marker	Coordinates (if available)
	Latitude/Northing
	Longitude/Easting

Place Where Accident Occurred:

County DUTCHESS ☐ City ☐ Village ☐ Town of

Road on which accident occurred (Route Number or Street Name)

at 1) Intersecting street (Route Number or Street Name)

or 2) feet miles ☐ N ☐ S ☐ E ☐ W of (Milepost, Nearest intersecting Route Number or Street Name)

Accident Description/Officer's notes

THE TWO VEHICLES CONVERGED AT THE INTERSECTION AND VEHICLE 1 SIDESWIPED VEHICLE 2 CAUSING MINOR DAMAGE.

USE COVER SHEET N

ALL INVOLVED

	8	9	10	11	12	13	14	15	16	17 BY	TO 18	Names of all Involved	Date of Death Only
A													
B													
C													
D													
E													
F													

Officer's Rank and Signature	Badge/ID No.	NCIC No.	Precint/Post Troop/Zone	Station/Beat Sector	Reviewing Officer	Date/Time Reviewed
PATROLMAN	27	01302			KING, TODD	7/29/2016 07:51
Print Name in Full: EDWARD C FENICHEL						

rev 1/22/16

OFFICE USE ONLY
○ Original ○ Amended Date _____

NEW YORK STATE OF OPPORTUNITY. State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board

(Page 1 of 2)

CITY OF POUGHKEEPSIE CITY CHAMBER 2016 AUG 18 AM 10: 2

1. Date Notice Was Sent: Aug 15, 2016 1a. Delivered by: Personal Delivery with Proof of Receipt

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License

☒ New Application ☐ Renewal ☐ Alteration ☐ Corporate Change ☐ Removal ☐ Class Change

For **New** applicants, answer each question below using all information known to date.
For **Renewal** applicants, set forth your approved Method of Operation only.
For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s).
For **Corporate Change** applicants, attach a list of the current and proposed corporate principals.
For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation.
For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type.

This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board

3. Name of Municipality or Community Board: Poughkeepsie

Applicant/Licensee Information

4. License Serial Number, if Applicable: _____ Expiration Date, if Applicable: _____

5. Applicant or Licensee Name: Virginia Patterson

6. Trade Name (if any): Karma One LLC

7. Street Address of Establishment: 369 Main Street

8. City, Town or Village: Poughkeepsie ,NY Zip Code: 12601

9. Business Telephone Number of Applicant/Licensee: 845 380 3811

10. Business Fax Number of Applicant/Licensee: _____

11. Business E-mail of Applicant/Licensee: rwpatter110@gmail.com

12. Type(s) of Alcohol sold or to be sold: ☐ Beer & Cider ☐ Wine, Beer & Cider ☒ Liquor, Wine, Beer & Cider

13. Extent of Food Service: ☐ Full food menu; Full Kitchen run by a chef or cook ☒ Menu meets legal minimum food availability requirements; Food prep area at minimum

14. Type of Establishment: Lounge

15. Method of Operation: (Check all that apply)
☐ Seasonal Establishment ☐ Juke Box ☒ Disc Jockey ☐ Recorded Music ☐ Karaoke
☒ Live Music (Give details: i.e. rock bands, acoustic, jazz, etc.): _____
☐ Patron Dancing ☐ Employee Dancing ☐ Exotic Dancing ☐ Topless Entertainment
☐ Video/Arcade Games ☐ Third Party Promoters ☐ Security Personnel
☐ Other (specify): _____

16. Licensed Outdoor Area: (Check all that apply)
☐ None ☐ Patio or Deck ☐ Rooftop ☐ Garden/Grounds ☐ Freestanding Covered Structure
☐ Sidewalk Cafe ☐ Other (specify): _____

rev 1/22/16

OFFICE USE ONLY
◯ Original ◯ Amended Date _____

NEW YORK STATE OF OPPORTUNITY. | State Liquor Authority

Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board

17. List the floor(s) of the building that the establishment is located on: 1st

18. List the room number(s) the establishment is located in within the building, if appropriate: 1

19. Is the premises located within 500 feet of three or more on-premises liquor establishments? ◯ Yes ◉ No

20. Will the license holder or a manager be physically present within the establishment during all hours of operation? ◉ Yes ◯ No

21. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee.

22. Does the applicant or licensee own the building in which the establishment is located? ◯ Yes (If Yes SKIP 23-26) ◯ No

Owner of the Building in Which the Licensed Establishment is Located

23. Building Owner's Full Name: Donald Manning

24. Building Owner's Street Address: 367 Main Street

25. City, Town or Village: Poughkeepsie State: NY Zip Code : 12601

26. Business Telephone Number of Building Owner: 8452248973

Representative or Attorney representing the Applicant in Connection with the application for a license to traffic in alcohol at the establishment identified in this notice

27. Representative/Attorney's Full Name:

28. Street Address:

29. City, Town or Village: State: Zip Code :

30. Business Telephone Number of Representative/Attorney:

31. Business Email Address : rwpatter110@gmail.com

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

32. Printed Name: Virginia Patterson Title President

Signature: X Virginia Patterson

2016 AUG 18 AM 10: 23
CITY OF POUGHKEEPSIE
CITY CLERK