



## **COMMON COUNCIL MEETING**

Common Council Chambers

Monday, December 19, 2016

6:30 p.m.

5:30 p.m. Public Hearing on the proposed  
increase of the bus fare by an additional \$0.50.

### **I. ROLL CALL**

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

**Special Meeting Minutes of December 8, 2016**

### **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 MCDONNELL, Resolution R16-101, approving a license agreement with Benny's 10<sup>th</sup> Inning.**
- 2. FROM CITY ASSESSOR TAYLOR, Resolution R16-102, approving an appointment to the Board of Assessment (BAR).**

**VIII. ORDINANCES AND LOCAL LAWS:**

1. **FROM COMMISSIONER OF FINANCE NELSON**, Local Law LL16-3,  
amending the billing procedure for sanitation bills.

**IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:**

1. **FROM DALLAS WYNN**, a notice of property damage sustained on November  
30, 2016.

**X. UNFINISHED BUSINESS:**

**X. NEW BUSINESS:**

**XI. ADJOURNMENT:**

**RESOLUTION**  
**(R16-101)**

**INTRODUCED BY COUNCILMEMBER** \_\_\_\_\_ :

**License Agreement between the City of Poughkeepsie and Mr. Biagio Bamonte d/b/a  
"Benny's 10<sup>th</sup> Inning"**

**WHEREAS**, the City of Poughkeepsie has previously licensed to Mr. Biagio Bamonte certain premises located at 35 Lincoln Avenue in the City of Poughkeepsie; and

**WHEREAS**, said license agreement was executed in April of 1978 and provided for a one (1) year term; which term was later extended by an amended agreement in 1979, 1981, 1995 and 2011; and

**WHEREAS**, the term of said license agreement has expired; and

**WHEREAS**, after discussions between the parties, the City of Poughkeepsie and Mr. Bamonte desire to enter into a new ten (10) year license agreement which would commence on January 1, 2017 and expire on December 31, 2026; 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 617.5(c)(26) and (27), and

**NOW THEREFORE,**

**BE IT RESOLVED**, that the Mayor, the City Administrator and the Corporation Counsel are hereby authorized to execute this new license agreement annexed hereto and do all other things necessary and convenient to give full effect to this Resolution.

**SECONDED BY** \_\_\_\_\_.

## AMENDED LICENSE AGREEMENT

**THIS AGREEMENT** made this 1st day of January, 2017 by and between the **CITY OF POUGHKEEPSIE**, a municipal corporation, having its principal offices at the Municipal Building, Civic Center Plaza, Poughkeepsie, New York, hereinafter called the "**LICENSOR**", and **BIAGIO BAMONTE**, d/b/a **BENNY'S 10<sup>TH</sup> INNING**, located at 35 Lincoln Avenue, Poughkeepsie, New York, hereinafter called "**LICENSEE**"

### **WITNESSETH:**

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

**WHEREAS**, **LICENSOR** desires to make a food concession available to the public using a portion of this premises; and

**WHEREAS**, **LICENSEE** desires to operate and manage the aforesaid food concession; and

**WHEREAS**, **LICENSOR** and **LICENSEE** have previously entered into a License Agreement dated April 12, 1978 and Amendment to License Agreement dated July 11, 1979 and renewed Amended License Agreement dated June 30, 1981, as well as an Amended License Agreement dated July 1, 1995 and April 1, 2011 and wish to enter into a new Amended License Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

1. **LICENSOR** hereby grants to **LICENSEE** and **LICENSEE** hereby accepts from the **LICENSOR** a license to manage and operate for the period herein stated and subject to all the terms and conditions herein contained, the following described license for the privilege of operating the food concession at the premises located at 35 Lincoln Avenue, Poughkeepsie, New York, to be located in the Concession Building at Stitzel Field. It is understood and agreed between the parties that this agreement is intended to be only a license to utilize the premises and no part thereof shall be interpreted as being any form of lease.
2. Said food concession shall include and be limited to the privilege of furnishing basic food services, provided, however, that such sale is not violative of any other state or local statute, rule or regulation.

3. This license shall take effect on the signing thereof, and shall terminate ten (10) years there from, unless sooner terminated as herein provided, or unless the **LICENSOR** by five (5) days' notice in writing shall terminate the license, when and if, in its sole judgment, it deems that such termination is necessary by operation of law, or pursuant to the terms of this agreement, or it deems that the licensed premises is required for another **CITY** purpose or purposes, or that the operation of said concession is deemed to be unsatisfactory by the **CITY** in the **CITY'S** sole discretion.
4. **LICENSEE** agrees to operate the food concession for the accommodation of the public using the said premises, from 9:00 a.m. to 11:00 p.m. Monday through Friday, and from 9:00 a.m. to 7:30 p.m. on weekends and holidays. However, if there is a City of Poughkeepsie sponsored event that lasts later than 7:30 p.m. on weekends and holidays, the food concession shall remain open on those evenings until the event is complete.
5. **LICENSEE** shall pay to **LICENSOR**, as compensation for the privilege, granted pursuant to this license agreement, of operating the food concession at the premises, **LICENSEE** shall pay to **LICENSOR** the sum of two thousand five hundred dollars (\$2,500.00) per month for the length of this agreement.
6. **LICENSEE** shall pay all costs and expenses associated with the utilities serving the premises, including but not limited to garbage removal. **LICENSEE** shall be responsible for the cleaning and normal maintenance of the premises and the systems serving the premises. **LICENSEE** shall also be responsible for shoveling the sidewalk area and entrance to his store. **LICENSEE** shall be responsible for litter removal for one hundred (100) feet surrounding the premises.
7. Notwithstanding the foregoing section (6) the **LICENSOR** shall be responsible for all costs and expenses associated with structural maintenance other than such costs or expenses made necessary by the acts or omissions of **LICENSEE**. **LICENSOR** may cause repairs to be made if **LICENSEE** fails to do so and cost of such repairs shall be chargeable to **LICENSEE** and bond.
8. **LICENSEE** shall at their own costs and expense keep and maintain in full force and effect a service contract, in form and substance and with a company satisfactory to the **LICENSOR** for maintenance and upkeep of the heating, ventilation and cooling system serving the premises and all other expenses required to keep said system properly functioning shall be paid by **LICENSEE**.

9. The **LICENSEE** shall be responsible for payment of all costs for water, sewer and maintenance of the licensed premises.
10. **LICENSEE** may install such equipment, as it deems necessary for the proper operation of this license and shall make full payment for the same and shall maintain all equipment, fixed and expendable, in good order and repair at **LICENSEE**'s sole cost and expense during the term of this license. Plans and specifications for all fixed equipment shall be submitted to the **LICENSOR** for approval before being delivered to or installed in the licensed premises, and the installation shall be subject to inspection and approval of **LICENSOR**. It is further agreed that the **LICENSEE** will, within ten (10) days, discharge any and all mechanics' liens filed against the premises hereinabove described which have been filed relative to the **LICENSEE**'s operations thereon.
11. **LICENSEE** shall, at its own cost and expense, maintain the heating system in the above described premises, which heating system shall be in full compliance with all state and local codes, rules and regulations. Such heating system is to include the concession area utilized by the **LICENSEE** as well as the public bathrooms located on the premises. **LICENSEE** shall maintain such equipment at its own expense during the term of this license.
12. **LICENSEE** shall maintain at its own cost and expense, an intrusion/fire alarm system within the above described premises to include the public restrooms thereon. Such alarm system shall be linked to a central monitoring station by contract and such contract shall remain in full force and effect at all times during the duration of this agreement. **LICENSEE** shall maintain such equipment at its own expense during the term of this license. It is further agreed that this alarm system shall be and become the property of the City of Poughkeepsie immediately upon termination or expiration of this License Agreement.
13. **LICENSEE** agrees to supply, maintain, and replace at the sole cost and expense of **LICENSEE** all expendable equipment required for the proper operation of this license.
14. Title to all equipment provided by **LICENSEE** except fixed equipment belonging to the **LICENSOR**, shall remain in **LICENSEE** and such equipment shall be removed by **LICENSEE** at the termination this license except as hereinafter provided. Should any such property remain on the licensed premises after such expiration or termination, the **LICENSOR** may deal with such as though it had been abandoned and charge all costs and expenses incurred in the removal thereof to **LICENSEE**.

**LICENSEE** waives any required notice under any statute. It is agreed that any and all damage caused by the removal of such items or equipment will be repaired by the **LICENSEE** at its own expense.

No part of any equipment **LICENSEE** installed and maintained pursuant to paragraphs "8, 9" and "10" hereof shall be removed by the **LICENSEE**.

15. **LICENSEE** shall be responsible for maintenance and repairs of the waste lines running from the licensed premises to the connection of the City lateral.
16. **LICENSEE**'s obligation to observe and perform all of the terms, covenants and conditions of this license shall survive the expiration or the termination thereof.
17. **LICENSEE** shall not remove any property currently located on the premises, without prior written approval of the **LICENSOR**.
18. **LICENSEE** agrees to post, as security for any and all damages which may be incurred on the premises by virtue of the **LICENSEE**'s operations thereon, a bond in an amount of not less than **FIVE THOUSAND (\$5,000.00) DOLLARS** as and for security against any such damages. A copy of said bond will be submitted to the City of Poughkeepsie Corporation Counsel's Office within ten (10) days of the effective date of this license.
19. **LICENSEE** agrees and warrants that all food and food products sold pursuant to this license shall be of good quality and shall be sold at not more than current reasonable prices.
20. **LICENSEE** shall procure at his own cost and expense all permits and licenses necessary for the legal operation of this license.
21. It is expressly understood and agreed that no building space of building is leased to **LICENSEE**, but that during the term of this license **LICENSEE** shall have use of the licensed premises, except as herein provided; that **LICENSEE** has the right to occupy the space assigned to him and to operate the license hereby granted to him and to continue in possession thereof only so long as each and every provision and condition herein contained is strictly and properly complied with.
22. **LICENSEE** shall not sell, mortgage, rent, assign, or parcel out the license hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the premises, building or spaces, covered by this license for any

purpose whatsoever without first obtaining the written consent of the **LICENSOR**, nor shall the license be transferred by operation of law, it being the purpose and spirit of this instrument to grant this license and privilege personally and solely to the **LICENSEE** herein named.

23. **LICENSEE** agrees not to employ callers, criers, or use signs or any other means of soliciting business, without the approval of the **LICENSOR**, and not to advertise said license in any manner or form on or about the premises licensed to it, or elsewhere or in any newspaper or otherwise, without such approval, but may advertise merchandise for sale in a reasonable manner. It is specifically agreed that the **LICENSEE** shall not make any provision for outdoor eating facilities in the way of tables, chairs, etc. without the prior written approval of the City of Poughkeepsie.
  
24. Any repairs, alterations, decorations, additions or improvements by **LICENSEE** shall be made at the sole cost and expense of **LICENSEE** and shall become the property of **LICENSOR** immediately upon their annexation to the demised premises. **LICENSEE** shall first obtain permission of **LICENSOR** for any work done to the premises. In contemplation of the terms of this License agreement **LICENSEE** agrees to make improvements to the building's façade and interior public space. **LICENSEE** shall receive prior written approval and authorization of the final improvements prior to commencing construction. If **LICENSOR** shall exercise its right to terminate this license agreement without cause pursuant to paragraph "3" above or unreasonably withholds consent to assign this License Agreement pursuant to paragraph "22" above **LICENSOR** shall reimburse **LICENSEE** for the cost of such repairs on a prorated annual basis (for example, if **LICENSEE** invest \$20,000 and **LICENSOR** terminates this license agreement on 5 days' notice in the fifth year, **LICENSOR** shall reimburse **LICENSEE** \$10,000).
  
25. **LICENSEE** agrees that should any building or structure upon the premises included in this license be damaged by fire, or any other cause whatsoever, so as to prevent the operation of this license to the satisfaction of the **LICENSOR**, the **LICENSOR**, at its option, may, on notice in writing to **LICENSEE** cancel and terminate this license, and all rights and privileges hereunder shall cease.
  
26. **LICENSEE** shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha or similar substances or explosives of any kind or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York.

27. **LICENSEE** shall keep the spaces and/or buildings licensed to him and the surrounding areas clean and neat at all times including the fumigating, disinfecting and deodorizing of same and all the refuse shall be kept in closed containers.
28. **LICENSEE** agrees that at all time free access will be given to representatives of **LICENSOR**, the Department of Health and other state or federal or municipal officials having jurisdiction for inspection purposes. **LICENSEE** further agrees that, if notified by **LICENSOR** or its representative that any part of licensed premises or the facilities thereof is unsatisfactory, **LICENSEE** will remedy the same at once.
29. **LICENSEE** hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, deficiency or impairment of the electrical apparatus or wires furnished for the licensed premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time from any cause, or for commotion or riot, or any act of God, and **LICENSEE** hereby expressly releases and discharges **LICENSOR**, its agents, officers, and employees from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid and agrees to hold them harmless therefore, including attorney's fees, if any.
30. **LICENSEE** assumes all risk in the operation of this license and agrees to comply with all federal, state and local laws and regulations and orders of the **LICENSOR** affecting the licenses premises in regard to all matters.
31. **LICENSEE** expressly agrees to hold **LICENSOR**, its agents, officers, and employees harmless from any and all claims for loss, damage or injury to person or property, whatever kind of nature arising from the operation of this license, or from the negligence or carelessness of employees of **LICENSEE**, and **LICENSEE** expressly agrees to indemnify **LICENSOR**, its agents, officers, and employees of any recoveries against them, individually and/or jointly, arising from same.
32. **LICENSEE** shall at its own cost and expense take out and maintain such insurance for the term of this license as will protect the **LICENSEE** from claims under the Workmen's Compensation Act; and shall also take out and maintain such public liability as will protect **LICENSEE** (including agents and sub-licensees, if any) and **LICENSOR** from any claims for personal injuries, including death, arising out of, incurred or caused by operations under this license by **LICENSEE** or otherwise arising out of this license. The policies shall provide the amounts of insurance elsewhere mentioned and before delivery of the license all policies shall be submitted to **LICENSOR** for approval. Each insurance policy shall name the City of

Poughkeepsie as an "additional name insured" thereof, and shall be delivered to the **LICENSOR**. Each policy and certificate shall have endorsed thereon: "no cancellation of or change in this policy shall become effective until after ten (10) days notice by registered mail to the City Administrator of the City of Poughkeepsie, 62 Civic Center Plaza, Poughkeepsie, New York."

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

- (a) Workman's Compensation Insurance, unlimited.
- (b) New York State Disability Benefits Policy, unlimited.
- (c) General Liability Insurance with a combined single limit of **ONE MILLION (\$1,000,000.00) DOLLARS** per occurrence naming the City of Poughkeepsie as additional insured.
- (d) Product Liability Insurance.

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

34. Should **LICENSEE** breach or fail to comply with any of the provisions of this agreement, any federal, state or local law or any rule, regulation or order of **LICENSOR** affecting the licensed premises in regard to any and all matters, **LICENSOR** may, in writing, order **LICENSEE** to remedy such breach or to comply with such written order within forty eight (48) hours from the receipt thereof, then this license shall immediately terminate and end as though it were the time provided

above for the termination thereof. If the said breach or failure to comply is corrected, and a second or repeated violation of the same provision, law, rule, regulation or order follows thereafter, **LICENSOR** by notice in writing may immediately revoke and terminate this license, the license to terminate as though it were the same provided above for the termination thereof.

35. **LICENSEE** agrees that it will abide by all federal, state, and local laws, rules and regulations.
36. Should **LICENSEE** be convicted of a crime, **LICENSOR** may terminate this license by notice in writing immediately effective on mailing, the license to terminate as though it were the time provided above for the termination thereof.
37. Should **LICENSOR**, in its sole judgment, decide that **LICENSEE** is not operating the license herein granted in a satisfactory manner, then **LICENSOR** may terminate this license by notice in writing, immediately effective on mailing, the license to terminate as though it were the time provided in this license, all right of **LICENSEE** therein shall be forfeited without any claims for damages, compensation, refund of his investment, if any, or any other payment whatsoever against **LICENSEE**.
38. In the event this license terminates as aforesaid; any property of the **LICENSEE** within said licensed area may be held by the **LICENSOR** until all indebtedness of **LICENSEE** hereunder at the time of termination of this license is paid in full.
39. Where provision is made herein for notice to be given in writing, the same may be given by mailing a copy of such notice to **LICENSEE** by registered mail, or certified mail, addressed to the address here and above or such other address as shall be filed with **LICENSOR**, or by delivering a copy of said notice to **LICENSEE** or the manager of **LICENSEE**, or any other person in charge of licensed premises.
40. **LICENSEE** at the expiration or sooner termination of this license shall quit and surrender the licensed premises and all property thereon.
41. Neither this license nor any interest created hereby may be assigned or transferred by operation of law or otherwise without the express written consent of the **LICENSOR**, it being the intention of the **LICENSOR** to grant this license personally to the **LICENSEE**.
42. This license cannot be changed orally.

43. **LICENSEE** hereby agrees to operate and maintain the restrooms presently located on the licensed premises in good and clean order and condition. **LICENSEE** hereby agrees to open to the public such restrooms during the hours of operation of the licensed business.

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

\_\_\_\_\_  
**BIAGIO BAMONTE**  
**D/B/A Benny's 10<sup>th</sup> Inning**

**CITY OF POUGHKEEPSIE**

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

**RESOLUTION**  
(R16-102)

**INTRODUCED BY COUNCILMEMBER** \_\_\_\_\_:

**WHEREAS**, the members of the Board of Assessment Review are appointed by the Common Council pursuant to the City Charter §5.02(1) and the Section 523 of the New York Real Property Tax Law; and

**WHEREAS**, member John Todoroff has served on the Board of Assessment Review for several terms, and as such is an experience member of the board; and

**WHEREAS**, the Commissioner of Assessment has recommended the reappointment of John Todoroff as a member of the Board of Assessment Review; and

**NOW, THEREFORE,**

**BE IT RESOLVED**, that the Common Council of the City of Poughkeepsie does hereby re-appoint John Todoroff to the Board of Assessment Review for a term of five (5) years commencing on October 1, 2016 and expiring September 30, 2021.

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

**LOCAL LAW NO. 3 OF 2016.**

**LOCAL LAW AMENDING CHAPTER 9, ARTICLE V OF THE CODE OF THE CITY OF POUGHKEEPSIE BY ADDING A NEW COLLECTION PROCEDURE FOR THE SOLID WASTE COLLECTION FEE**

**INTRODUCED BY COUNCILMEMBER \_\_\_\_\_**

**BE IT ENACTED**, by the Common Council of the City of Poughkeepsie of the County of Dutchess as follows:

**Section 1. LEGISLATIVE INTENT**

It is the intent of this local law to change the collection procedure for the solid waste collection fee. The City of Poughkeepsie is desirous of eliminating the solid waste collection fee as a line-item on the annual property tax bill. The solid waste collection fee is a user fee as opposed to a tax and does not belong on the annual tax bill. Additionally it leads to confusion, as some residential property owners' mortgage companies refuse to pay the sanitation user fee as part of the escrow.

**Section 2. Section 9-68 of Chapter 9, Article V of the Code of Ordinances of the City of Poughkeepsie entitled "Solid Waste Collection Fee" is amended by the following additions and Deletions**

**Section 9-68 Solid Waste Collection Fees**

(a) Annual Determination of Fees.

The Mayor as a part of the budget process shall propose the fees charged by the City for solid waste collection and disposal services annually. A schedule of the annual collection fees shall be approved by the City Common Council by resolution and maintained on file in the Commissioner's office and the office of the City Clerk.

(b) Billing of solid waste collection fee. The Commissioner of Finance shall bill and collect the solid waste collection fee from the responsible property owner. The solid waste collection fee shall be due and payable on January 1, however, without penalty, a responsible property owner may elect to pay the solid waste collection fee in quarterly installments with 25% payable on or before April 30, 25% payable on or before July 31<sup>st</sup>, 25% payable on or before October 31<sup>st</sup> and 25% payable on or before December 1. ~~The solid waste user fee shall be billed for each calendar year as a separate line item on an annual real property tax bill for each assessed property subject to this Article.~~

(C) Interest on unpaid residential refuse fees. If a residential refuse fee for each improved real property is not timely paid when due, interest shall accrue on such

unpaid amount at the rate of 2% per calendar month or portion thereof, computed from the original due date until paid in full, and shall be collected at the time of payment or enforcement of such solid waste collection fee.

(d) Levy of and lien on unpaid solid waste collection fee. If a residential solid waste collection fee including interest thereon, is not fully paid on or before, December 1 of the calendar year for which originally billed, the unpaid amount shall become a lien as of January 1 of the next succeeding year and shall accrue additional interest, be collected, and be enforced in the same manner and at the same time as provided by law for City taxes due in such next succeeding year.

(e) Exemptions:

(1) Any person who because of age or disability shall qualify for exemption from City real property taxes based on an enhanced star exemption or low income tax exemption, shall be charged a reduced fee for solid waste collection and disposal services in the total sum of \$100.00 annually.

(2) Any residential user eligible for STAR tax exemption from City real property taxes, upon demonstrating that only one unit of a two or three unit residential parcel is occupied as their residents, all other units being permanently vacant, after certification to the Commissioner and inspection, pursuant to regulations promulgated by the Commissioner and approved by resolution of the City Common Council, shall pay only the annual base unit fee.

(f) For Profit Mixed Residential, Multi-Residential and Commercial Users:

The annual fee shall be based upon that user's proportional share of the cost of waste collection services not funded by *ad valorem* tax, the formula for which shall be determined annually by the Commissioner, recommended to the Mayor, and adopted by resolution of the City Common Council. The Commissioner, consistent with the formula adopted by the City Common Council, is authorized to negotiate fees pursuant to Section 9-64(g) of this Chapter, based on volume and time requirements for collection, provided that such fees shall in all instances cover at a minimum the costs of providing the service.

(g) Not-For-Profit Institutional Users:

The annual fee shall be based upon that user's proportional share of the total cost of waste collection services, the formula for which shall be determined annually by the Commissioner, recommended by the Mayor, and adopted by resolution of the City Common Council. The Commissioner, consistent with the formula adopted by the City Common Council, is authorized to negotiate fees pursuant to Section 9-64(g) of this Chapter, based on volume and time requirements for collection, provided that such fees shall in all instances cover

at a minimum the costs of providing the service.

**Section 3. SEVERABILITY**

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 4. EFFECTIVE DATE**

This local law shall take effect immediately upon filing with the Secretary of State.

**SECONDED BY COUNCILMEMBER** \_\_\_\_\_



THE CITY OF POUGHKEEPSIE  
NEW YORK  
SPECIAL COMMON COUNCIL  
MEETING MINUTES

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Thursday, December 8, 2016 5:30 pm

City Hall

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Chairman Petsas called the meeting to order at 5:30

I. PLEDGE OF ALLIANCE:

ROLL CALL

7 Present, 1 Absent (Councilmember Randall Johnson)

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

III. MOTIONS AND RESOLUTIONS:

Councilmember Cherry made a motion to reconsider Resolution R16-97, Councilmember McNamara seconded the motion.

1. A motion was made by Councilmember Cherry and seconded by Councilmember McNamara to receive and print.

RESOLUTION  
R16-97  
EXTRACT OF MINUTES  
[DPW Equipment]

A regular meeting of the Common Council of the City of Poughkeepsie, Dutchess County, New York was convened in public session at the Council Chambers, City Hall, Poughkeepsie, New York on December 8, 2016 at 5:30 o'clock p.m., local time.

The meeting was called to order by Chairman Petsas, and, upon roll being called, the following members were:

PRESENT:

Councilmember Christopher D. Petsas  
Councilmember Mike Young

**Councilmember Lorraine Johnson**  
**Councilmember Lee David Klein**  
**Councilmember Ann E. Perry**  
**Councilmember Natasha Cherry**  
**Councilmember Matthew McNamara**

**ABSENT:**

**Councilmember Randall A. Johnson II**

The following persons were ALSO PRESENT:

Commissioner of Finance Marc S. Nelson

The following resolution was offered by Councilmember Cherry, seconded by Councilmember McNamara, to wit;

**BOND RESOLUTION DATED DECEMBER 8, 2016**

A RESOLUTION AUTHORIZING THE ACQUISITION OF CERTAIN DPW EQUIPMENT AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$225,000 PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

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

SECTION 1. The acquisition of maintenance equipment to include (i) two (2) Chevrolet Silverado 3500 pickup trucks with standard bed and sanders with plows, and (ii) two (2) Chevrolet Silverado 3500 Cab and Chassis fitted with dump bodies and sanders with plows, is hereby authorized at an estimated maximum aggregate cost of \$225,000, and said amount is hereby appropriated therefor. It is hereby determined that said purpose is an object or purpose described in subdivision 28 of paragraph a of Section 11 of the Local Finance Law, and that the period of probable usefulness of said purpose is fifteen (15) years.

SECTION 2. It is hereby determined that each of the aforesaid purposes constitutes a Type II Action as defined under the State Environmental Quality Review Regulations, 6 NYCRR Part 617, which has been determined under SEQR not to have a significant impact on the environment.

SECTION 3. The City plans to finance the total cost of said purposes by the issuance of serial bonds of the City in an amount not to exceed \$225,000, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of said bonds.

SECTION 5. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. This resolution shall constitute a statement of official intent for purposes of Section 1.150-2 of the Treasury Regulations.

SECTION 6. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law. The faith and credit of the City are hereby irrevocably pledged for the payment of the principal of and interest on said bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on said bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of the City a tax sufficient to pay the principal of and interest on said bonds as the same become due and payable.

SECTION 7. Subject to the terms and contents of this resolution and the Local Finance Law, and pursuant to the provisions of Sections 30.00, 50.00 and 56.00 to 63.00, inclusive, of said Law, the power to authorize bond anticipation notes in anticipation of the issuance of the serial bonds authorized by this resolution and the renewals of said notes and the power to prescribe the terms, form and contents of said serial bonds and said bond anticipation notes (including without limitation the date, denominations, maturities, interest payment dates, consolidation with other issues, and redemption rights), the power to determine to issue said bonds providing for substantially level or declining debt service, and the power to sell and deliver said serial bonds and any bond anticipation notes issued in anticipation of the issuance of such bonds, is hereby delegated to the Commissioner of Finance, the Chief Fiscal Officer of the City. The Commissioner of Finance is hereby authorized to sign any serial bonds issued pursuant to this resolution and any bond anticipation notes issued in anticipation of the issuance of said serial bonds, and the Chamberlain is hereby authorized to affix the corporate seal of the City to any of said serial bonds or any bond anticipation notes and to attest such seal.

SECTION 8. The Commissioner of Finance is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and, to the extent applicable, to designate the bonds authorized by this resolution and any notes issued in anticipation thereof as "qualified tax-exempt bonds" for purposes of Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or
- (2) The provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with; and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or
- (3) Such obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 10. The Chamberlain is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the Poughkeepsie Journal, a newspaper having a general circulation in the City and hereby designated as the official newspaper of the City for such publication.

SECTION 11. This resolution shall take effect immediately.

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

Special Common Council Meeting Minutes of December 8, 2016

Councilmember Natasha Cherry	VOTING Aye
Councilmember Lee David Klein	VOTING Aye
Councilmember Lorraine Johnson	VOTING Aye
Councilmember Randall A. Johnson II	VOTING Absent
Councilmember Matthew McNamara	VOTING Aye
Councilmember Ann Perry	VOTING Aye
Councilmember Christopher D. Petsas	VOTING Aye
Councilmember Mike Young	VOTING Aye

The foregoing resolution was thereupon declared duly adopted.

Approved: December 8, 2016

\_\_\_\_\_  
Rob Rolison  
Mayor

R16-97						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Accepted	Councilmember Young	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	Councilmember Perry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	Councilmember McNamara	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Klein	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember R. Johnson	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Councilmember Cherry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**Councilmember Young** made a motion to suspend the rules to allow for public comment, **Councilmember Cherry** seconded the motion.

**Councilmember Young** made a motion to resume the rules, **Councilmember Cherry** seconded the motion.

**RESOLUTION  
(R-16-100)**

**INTRODUCED BY COUNCILMEMBER**

**WHEREAS**, pursuant to the Administrative Code of the City of Poughkeepsie, estimates of budget requirements for the year 2017 have been certified to the Mayor, City Administrator and the Commissioner of Finance by the various departments, officers, agencies and boards of the City of Poughkeepsie, and

**WHEREAS**, the Mayor with the help of the City Administrator and the Commissioner of Finance did review the aforementioned estimates with the various departments, officers, agencies and boards, and

Special Common Council Meeting Minutes of December 8, 2016

**WHEREAS**, the Mayor did prepare a proposed budget for the year 2017 based on these aforementioned reviews, which proposed budget with the Mayor's budget message was submitted to the Common Council on October 17, 2016; and

**WHEREAS**, subsequent to a notice of public hearing being published in the official newspaper in compliance with provisions of the City Administrative Code, a public hearing was duly held on December 5, 2016; and

**WHEREAS**, pursuant to General Municipal Law § 3-c, on November 21, 2016 the Common Council approved Local Law LL-16-2 allowing for a budget that exceeds the tax cap; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the 2017 preliminary budget amended by the changes set forth on the annexed Exhibit A be and hereby is adopted and declared to be the budget of the City of Poughkeepsie for the year 2017, and be it further

**RESOLVED**, that the amounts of said budget appropriations, estimated revenues, and contributions from fund balances, be and are hereby appropriated as therein specified in accordance with the provision of the Charter and Administrative Code of the City of Poughkeepsie and General and Special laws of the State of New York applicable to said City, and be it further

**RESOLVED**, that the aforementioned general ad valorem taxes required to be raised for such budget purposes would need a homestead tax rate of \$12.7222 per one thousand dollars and a non-homestead tax rate of \$16.1475 of assessed valuation upon all taxable property of the City of Poughkeepsie according to the valuation of the assessment roll for the current year, and be it further

**RESOLVED**, that the required water rate for taxable and nontaxable properties is established at \$4.30 per 100 cubic feet, and be it further

**RESOLVED**, that the required sewer rate for taxable and nontaxable properties is established at \$4.00 per 100 cubic feet, and be it further

**RESOLVED**, that pursuant to Local Law 3 of 2012 the required sanitation rate for eligible taxable and nontaxable parcels is established as follows:

Single family residence: \$28.00 a month  
Two family residence: \$55.00 a month  
Three family residence: \$80.00 a month

4 yard dumpster \$170 a month  
6 yard dumpster \$240 a month  
8 yard dumpster \$320 a month

Mixed-use property: 50.00 a month

Special Common Council Meeting Minutes of December 8, 2016

**RESOLVED**, in accordance with the Charter and Administrative Code of the City of Poughkeepsie and on or before the date therein specified, a warrant shall be issued to the Commissioner of Finance as City Treasurer, to collect such taxes in accordance with the provisions of the Charter and Administrative Code of the City of Poughkeepsie applicable thereto, with penalties and interest therein provided.

**SECONDED BY COUNCILMEMBER MCNAMARA**

R16-100			Yes/Aye	No/Nay	Abstain	Absent	
		Councilmember Young	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Perry	Voter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember McNamara	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Klein	Voter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember R. Johnson	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Councilmember Cherry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Accepted						
<input type="checkbox"/>	Defeated						
<input type="checkbox"/>	Tabled						

Special Common Council Meeting Minutes of December 8, 2016

SCHEDULE A

2017 Common Council Budget Amendments  
12/6/2016  
Page 1

	2017 Mayor's Preliminary	2017 Common Council	2017 Impact
Increase all bus fares .50 cent			
01.22.9901.7906*	\$391,295	\$343,545	Decrease 47,750
*see attached itemized spreadsheet			
Total			\$47,750
Increase common council health insurance reimbursement			
01.01.1010.7166	\$15,300	\$30,000	Increase 15,000
01.01.1010.7803	\$5,332	\$6,262	Increase 930
01.01.1010.7803.M	\$1,247	\$1,465	Increase 218
Total			\$16,148
Restore SABP			
01.08.7140.7106	\$46,100	\$49,100	Increase 3,000
Total			\$3,000
Decrease upper mngmt salary by 1.5%			
01.03.1230.7102	\$144,199	\$142,100	Decrease 2,099
01.03.1230.7803	\$15,266	\$15,135	Decrease 131
01.03.1230.7803.M	\$3,571	\$3,540	Decrease 31
Total			\$2,261
01.04.1310.7102	\$140,450	\$138,729	Decrease 1721
01.04.1310.7803	\$8,708	\$8,601	Decrease 107
01.03.1310.7803.M	\$2,037	\$2,012	Decrease 25
Total			\$1,853
01.05.1535.7102	\$63,810	\$64,756	Increase 946
01.05.1535.7803	\$7,559	\$7,618	Increase 59
01.05.1535.7803.M	\$1,768	\$1,782	Increase 14
Total			\$1,019
01.06.1410.7102	\$48,758	\$48,048	Decrease 710
01.06.1410.7803	\$6,046	\$6,002	Decrease 44
01.06.1410.7803.M	\$1,414	\$1,403	Decrease 11
Total			\$765
01.07.1420.7102	\$361,836	\$360,416	Decrease 1,420
01.07.1420.7803	\$23,066	\$22,978	Decrease 88
01.07.1420.7803.M	\$5,395	\$5,374	Decrease 21
Total			\$1,529
Decrease upper mngmt 1.5%			
01.08.1490.7102	\$108,721	\$107,369	Decrease 1,352

Special Common Council Meeting Minutes of December 8, 2016

01.08.1490.7803	\$17,391	\$17,307 Decrease 84
01.08.1490.7803.M	\$4,068	\$4,048 Decrease 20
<b>Total</b>		<b>\$1,456</b>

01.09.3124.7102	\$357,408	\$354,431 Decrease 1,977
01.09.3124.7803	\$36,781	\$36,658 Decrease 123
01.09.3124.7803.M	\$8,602	\$8,573 Decrease 29
<b>Total</b>		<b>\$2,129</b>

01.10.3410.7102	\$203,655	\$202,116 Decrease 1,539
01.10.3410.7803	\$324,899	\$324,803 Decrease 96
01.10.3410.7803.M	\$75,985	\$75,962 Decrease 23
<b>Total</b>		<b>\$1,658</b>

Remove dccoc fee duplicated		
01.03.1920.7407	\$8,081	\$7,656 Decrease 425
<b>Total</b>		<b>\$425</b>

REVENUES

Increase parking fines		
01.09.2609	\$1,000,000	\$1,300,000 Increase 300,000

Increase building fees		
01.11.2555	\$522,000	\$772,000 Increase 250,000

Increase to taxi cab rates		
01.06.2502	\$12,000	\$32,045 Increase 20,045

<b>Total Revenue Increase</b>		<b>\$570,045</b>
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2017 Common Council Budget Amendments  
Summary of Detailed Amendments

Increase to Expenditures	20,167
Decrease to Expenditures	59,826
Net Decrease to Expenditures	39,659

Increase to Revenue	570,045
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Special Common Council Meeting Minutes of December 8, 2016

12/5/2016

GL Code	GL description	current budget	change amount	new budget	sub-total
06.00					
	1750 Main St	45,000	13,900	58,900	
	1752 Northside	40,000	12,400	52,400	
	1753 Southside	25,000	7,640	32,640	
	1755 Special	2,000	450	2,450	
	1756 Shopper's	9,000	2,860	11,860	
	1757 Galleria	34,000	10,500	44,500	47,750
06.00					
	5001 IFT General Fund	391,295	(47,750)	343,545	(47,750)
					diff rev to exp 06
01.22.9901-7906	IFT to Translt	391,295	(47,750)	343,545	
01.00.1001	Real Property taxes	22,382,352	(47,750)	22,334,602	diff rev to exp 01

R16-100			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/>	Accepted	Councilmember Young	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Defeated	Councilmember Perry	Voter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	Councilmember McNamara	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		Councilmember Klein	Voter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		Councilmember R. Johnson	Voter	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>		Councilmember Cherry	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		Councilmember L. Johnson	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>		Councilmember Petsas	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**X. ADJOURNMENT:**

A motion was made by **Councilmember Young** and seconded by **Councilmember Cherry** to adjourn the meeting at 6:05 p.m.

**Dated:** December 13, 2016

I hereby certify that this true and correct copy of the Minutes of the Special Common Council Meeting held on Thursday, December 8, 2016 at 5:30 p.m.

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

TODAY'S DATE: 12/01/16

NAME AND ADDRESS OF EACH CLAIMANT:  
Dallas Wynn 50 Crestwood Blvd. Poughkeepsie NY 12603

TELEPHONE NUMBER: 845-559-4912

NAME AND ADDRESS OF ATTORNEY (IF ANY):

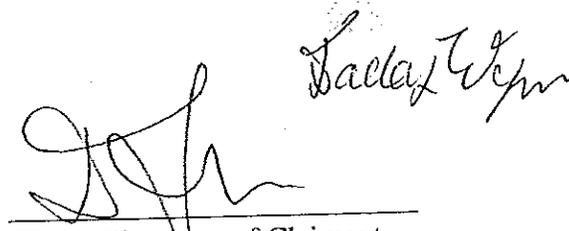
2016 DEC - 7 PM 12: 55  
CITY OF POUGHKEEPSIE  
CITY CHAMBERLAIN

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

On the 30<sup>th</sup> of December, around 9:30 pm, my 2006 BMW 325xi hit a large pothole causing two blown tires outside of 71 N. Hamilton.

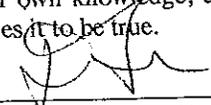
ITEMS DAMAGED OR INJURIES SUSTAINED:

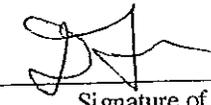
  
\_\_\_\_\_  
Signature of Claimant

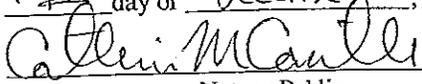
  
\_\_\_\_\_  
Signature of Claimant

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

Dallas Wynn 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 7<sup>th</sup> day of December, 2016  
  
\_\_\_\_\_  
Notary Public

CATHERINE M. CARILLE  
Notary Public, State of New York  
No. 04CA633337  
Qualified in Dutchess County  
Commission Expires 11/23/2017

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.



# MAVIS DISCOUNT TIRE

AMERICA'S TIRE DISCOUNTER

If you are not 100% satisfied with the service you have received, please call 1-800-757-4291

Poughkeepsie Mavis  
 619 Dutchess Turnpike  
 Poughkeepsie, NY 12603  
 Facility: 7069306, NY 12603  
 Phone: (845) 471-2515

402 016607 545135

SOLD TO: WYNN, DALLAS  
 1  
 POUGHKEEPSIE NY 12603

1/402 SEND TO:

E-mail: noemail

CUST. P.O.#	MAKE/MODEL	TAG	MILEAGE	TELEPHONE	RTE.	SLM	SHIP VIA	ORDER #	PG.	REMARKS
	06 BMW	6ZJ3828 /NY	In:149107 Out:149107	(845)559-4912	0	05		016607	1	
INVOICE DATE	INVOICE NUMBER	PREVIOUS SHIPPED INVOICE NUMBER	TERMS				Opened by Operator # 4024 12/01/16 19:15:39 4021			
12/01/2016	545135		CASH SALE							
STOCK NUMBER	SIZE	DESCRIPTION	ORDERED	QUANTITY SHIPPED	UNIT PRICE	T	F.E.T.	EXTENSION		
F17	17 INCH TIRE	FLAT REPAIR INCLUDES BALANCING	2	2	.00	12	.00	.00		
9000020139	205/55HR16	Coop CSS Ultra Touring R37	2	2	115.99	12	.00	231.98		
216	(16" RIM)	COMPUTER BALANCE PACKAGE	2	2	16.99	12	.00	33.98		
204	COMPUTERIZED-	WHEEL ALIGNMENT (ELPV)	1	1	129.99	12	.00	129.99		
1090K	TPMS - SERVICE	PACK WITH LABOR	2	2	6.99	12	.00	13.98		
Qty:DOT C01:U9 WE 1313/C01:U9 WE 1313	EXTENDED	WARRANTY BY TREAD DEPTH	2	2	10.00	12	.00	20.00		
METHOD OF PAYMENT:		469.86								
Mastercard/Visa		.00								
CHANGE:										

CITY OF POUGHKEEPSIE  
CITY CHAMBERLAIN

DEC -7 PM 12:55

NYS Waste Tire Management Fee \$2.50 per Tire

**WARNING:** Lug nuts/bolts must be checked and retorqued immediately after the first 25 miles to Mavis immediately after 25 miles of your service so that we can check and retorque you. Please return nuts/bolts.

I hereby authorize the repair work set forth to be done along with the necessary material & agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or for any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you & your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection at my risk. An express Mechanics Lien is hereby acknowledged on said vehicle to secure the amount of repairs thereto. I hereby waive my rights to a written estimate of the extent nature & cost of the service to be provided. Liability will not hold you responsible for fees on rental cars. Any warranties on the products sold hereby are those made by the manufacturers. The seller hereby expressly disclaims all warranties either expressed or implied warranty of fitness for a particular purpose & neither assumes any person to assume for it any liability in connection with the sale of said product. These repairs are covered by a limited warranty-labor 30 days or 1,000 miles, whichever comes first by the dealer-parts, 90 days or 4,000 miles, whichever comes first by the manufacturer. The dealer hereby limits any implied warranties to the same period. I will not stop payment on any parts and/or labor.

SIGNATURE *[Handwritten Signature]*

PAPER \$31.98	LABOR \$3.97	TAX \$125%	TAXABLE AMOUNT \$29.93	SALES TAX \$4.93	F.E.T.	STATE WASTE TIRE FEE \$0.00	PLEASE PAY THIS AMOUNT 469.86
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