



COMMON COUNCIL MEETING

Common Council Chambers

July 11, 2016

6:30 p.m.

**5:30 p.m. Presentation by the
Charter Review Commission**

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 COMMUNITY DEVELOPMENT COORDINATOR HESSE, Resolution R16-67, endorsing and supporting several applications under the consolidated funding application and the upstate revitalization initiative.**

VIII. ORDINANCES AND LOCAL LAWS:

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM ACTING POLICE CHIEF PAPE**, a communication regarding an application funding from the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2016 Local Solicitation.
2. **FROM CHAIRMAN PETSAS**, a communication regarding the proposed sale of a portion of a city owned lot currently used for parking, located at the corner of Smith Street and North Clinton.
3. **FROM COUNCILMEMBER CHERRY**, a communication regarding a proposed Resolution amending conditions of sale regarding property sold to Nubian Directions located at 23 Hooker Avenue.
4. **FROM ANASTASIA MARTON**, a notice of property damage sustained on April 23, 2016.
5. **FROM VIRGINIA C. HART**, a notice of property damage sustained on June 24, 2016.
6. **FROM TINA HARVEY**, a notice of personal injury sustained on April 5, 2016.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

R-E-S-O-L-U-T-I-O-N
(R-16-67)

INTRODUCED BY: _____.

WHEREAS, the City of Poughkeepsie has received several requests to support and endorse applications of several Not-for-Profit organization under the Consolidated Funding Application (CFA) in addition to its own applications; and

WHEREAS, the City of Poughkeepsie has undertaken a comprehensive citywide economic development planning process which is comprised of several interrelated initiatives including the Waterfront Redevelopment Strategy, the Main Street Economic Development Strategy, Hudson River Housing's ongoing revitalization efforts in the Middle Main district, and the continuing programs provided by the Walkway over the Hudson; and

WHEREAS, the City of Poughkeepsie has reviewed these request in conjunction with its overall goal of advancing its Main Street Economic Development Strategy, Waterfront Revitalization Strategy and increasing the sustainability of its community resources needed to support such strategy; and

WHEREAS, the City of Poughkeepsie is committed to advancing its economic development strategy through ongoing collaboration with other governmental units and private partners; and

WHEREAS, an important component of any economic development strategy is the simultaneous strengthening of the City's Not-for-Profit organizations that provide the local economy with public goods that generate positive externalities; and

WHEREAS, through New York State's Consolidated Funding Program, the City and its partners are seeking funding for the planning, infrastructure investments, and regulatory changes required for implementing the Poughkeepsie Economic Development Strategy; and

WHEREAS, the Common Council of the City of Poughkeepsie is desirous of lending its support and endorsement to applicants which have been deemed to support its underlying strategy initiative; and

NOW, THEREFORE,

BE IT RESOLVED, that the Mayor and the Common Council of the City of Poughkeepsie wholeheartedly support and endorse the following applications under the Consolidated Funding Application (CFA) and make a finding that such applications advance its approved economic development strategies:

- A *one-line* description of the project: Complete final design construction drawings and permitting for the Kaal Rock Connector and complete the City's Northern Waterfront park.

BE IT FURTHER RESOLVED, that the Mayor is and hereby shall do all things necessary to give effect to the resolution including but not limited signing any document needed for submission or acceptance.

SECONDED BY: _____

1. Project Name: Poughkeepsie Southern Waterfront Promenade Project

- Applicant: City of Poughkeepsie
- Project Location: Southern Waterfront (former DeLaval Property)
- Total Project Cost: \$1.5 Million
- CFA Source: Department of State EPF Funding
- CFA Request
- One line project description: To create a public waterfront promenade, boat pier, fishing platforms, canoe/kayak access and other amenities that will eventually link to other Poughkeepsie waterfront parks

2. Project Name: Walkway East Entrance Visitors Center

- Applicant: Walkway Over the Hudson
- Project Location: Eastern entrance of Walkway Over the Hudson State Park
- Total Project Cost: \$2.5 million
- CFA Source: NYS Office of Parks, Recreation and Historic Preservation EPF
- CFA Request: \$500,000
- One line project description: Construct a new visitors center with rest rooms, vendor locations, covered seating and gathering area at the eastern entrance of Walkway Over the Hudson State Historic Park.

3. Project Name: Historic Reynolds House Redevelopment Project Phase Two

- Applicant: Walkway Over the Hudson
- Project Location: Reynolds House at Upper Landing Park
- Total Project Cost: \$1 million
- CFA Source: NYS Parks Historic Preservation Funding
- CFA Request: \$500,000
- One line project description: Complete the second phase of the renovation and improvements to the historic Reynolds House at Upper Landing Park along the Poughkeepsie waterfront.

4. Project Name: Poughkeepsie Core Revitalization Project

- Applicant: Jon Behrends
- Project Location: Corner of Academy & Canon Streets
- Total Project Cost: \$4 million
- CFA Source: Empire State Development Grant Funds
- CFA Request: \$800,000
- One line project description: Phase One of the renovation and redevelopment of five vacant and blighted buildings at the corner of Academy and Canon streets in downtown Poughkeepsie.

5. Project Name: Poughkeepsie Landing Waterfront Redevelopment Project

- Applicant: Bonura Hospitality
- Project Location: Poughkeepsie Southern Waterfront
- Total Project Cost: \$21,700,000
- CFA Source: ESD
- CFA Request: \$4,340,000.
- One line project description: To redevelop a swath of unused, formerly contaminated land along the waterfront in the City of Poughkeepsie into a commercial hub and tourism destination.

6. Project Name: Family Partnership Center Campus Revitalization Project

- Applicant: Family Partnership Center
- Project Location: 29 North Hamilton St, Poughkeepsie, NY 12601
- Total Project Cost:
- CFA Source: ESD Funding to replace the roof on the main building and NY Main Street for critically needed renovations to the auditorium including window replacement to expand the service space for Family and Youth Services

7. Project Name: Family Partnership Center's Urban Park

- Applicant: Family Partnership Center
- Project Location: 29 North Hamilton St, Poughkeepsie, NY 12601
- Total Project Cost:
- CFA Source: Parks to fund gymnasium renovations and the creation of outdoor recreation space to expand community programming

8. Project Title – Micro-Enterprise Youth Opportunity Center (MEYOC)

- Applicant: Nubian Directions
- Project Location – 209 Cottage Street, Poughkeepsie NY 12601
- CFA Grant Source – Empire State Development Grand Program and Community Block Grant/Microenterprises (Opportunity Agenda and Related Projects)
- Estimated Total Budget - \$5 Million
- Estimated CFA request - \$4.5 Million
- A *one-line* description of the project – Nubian Directions will convert the 22,000 square foot warehouse into a Regional Micro-Enterprise Youth Opportunity Center (MEYOC). The MEYOC will contain up to ten classrooms including a large construction lab, office space, computer center, auditorium, functional cafeteria, and storage space. The center will also develop space for light manufacturing, product assembly, and packaging for distribution. The MEYOC will be a newly renovated multi-purpose facility where at-risk youth can receive job training and preparation, earn nationally recognized industry certifications, perform community service, earn their High School Equivalency, and obtain entrepreneurial and business skills. The renovated space will also help attract

entrepreneurs/businesses interested in creating products that may be assembled, shipped, or marketed locally or regionally.

9. Vassar Brothers Medical Center Patient Pavilion Project: Phase II

- Applicant: Health Quest
- Vassar Brothers Medical Center, 45 Reade Place, Poughkeepsie, NY 12601
- Empire State Development Fund (ESD), Healthcare, Biomedical/Medical
- Estimated total budget \$437 million
- Estimated CFA Request: \$87.4 Million/20% of entire budget for the completion of Phase II
- In September 2016, VBMC will begin the second phase of construction of the new Patient Pavilion, including construction of the new building itself and renovations to connect the existing hospital to the new construction.

10. Project Title: Upper Mill Street Historic Renovation

- Applicant: Hudson River Housing
- Project Location: 305 - 307 Mill Street and 313 Mill Street, Poughkeepsie, NY 12601
- CFA Grant Source: OPRHP Historic Preservation EPF
- Estimated Total Budget: \$625,000
- Estimated CFA request: \$500,000
- A *one-line* description of the project: Hudson River Housing will be performing weatherization improvements on 305 - 307 Mill Street, and façade improvements to 313 Mill Street, Poughkeepsie.

11. Project Title: Poughkeepsie Connectivity Project—Waterfront Parks and Fall Kill Trail Design

- Applicant: City of Poughkeepsie
- Project Location: Fall Kill from Middle Main to Warayas and Kaal Rock Parks
- CFA Grant Source: OPRHP Parks EPF
- Estimated Total Budget: \$625,000
- Estimated CFA request: \$500,000
- A *one-line* description of the project: Create an integrated design for the Fall Kill Trail and the City's Waterfront Parks—creating a green bike/ped link between over 12 ongoing public and private redevelopment projects.

12. Project Title: Poughkeepsie Connectivity Project—Kaal Rock Connector: Phase II

- Applicant: City of Poughkeepsie
- Project Location: Kaal Rock Point Park and One Dutchess Ave
- CFA Grant Source: DOS EPF
- Estimated Total Budget: \$1,100,000
- Estimated CFA request: \$500,000

- A *one-line* description of the project: Complete final design construction drawings and permitting for the Kaal Rock Connector and complete the City's Northern Waterfront park.

BE IT FURTHER RESOLVED, that the Mayor is and hereby shall do all things necessary to give effect to the resolution including but not limited signing any document needed for submission or acceptance.

SECONDED BY: _____

PUBLIC NOTICE

2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT LAW ENFORCEMENT APPLICATION

The Edward Byrne Memorial Justice Assistance Grant is a formula grant awarded through the U.S. Department of Justice, Bureau of Justice Assistance, and is awarded to assist law enforcement agencies in crime prevention and safety activities. The City of Poughkeepsie Police Department will be filing an application. The purpose of this public notice is to make community members aware that the application is being filed and to pose an opportunity for input to be offered. The department has formulated specific programs to be enhanced to address the needs of the community. Funding is allocated by the Federal government on a formula basis. The 2016 allocation for the City of Poughkeepsie Police Department is \$24,835. If community members would like to offer input on the use of proposed funding they may do so at the next City of Poughkeepsie Common Council Meeting on July 11, 2016 or in writing to Chief Thomas Pape, City of Poughkeepsie Police Department, 62 Civic Center Plaza, Poughkeepsie, New York 12601. Letters must be received no later than July 10, 2016.

RESOLUTION
(R-16-XX)

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, Nubian Direction II, Inc. ("Nubian Direction") is the owner of 23 Hooker Avenue in the City of Poughkeepsie having purchased same from the City by deed dated July 24, 2015; and

WHEREAS, said sale was approved with conditions including the condition, that the premise be owner-occupied for a period of ten (10) years from the date of transfer; and

WHEREAS, Nubian has requested that the City waive the requirement that the property be owner-occupied as Nubian Direction is now desirous of maintaining the property as a rental unit as opposed to rehabilitating the property for sale which was their initial desire; and

WHEREAS, the Common Council is agreeable to waiving the requirement provided that other conditions are maintained; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby waives the condition precedent that the premise located at 23 Hooker Avenue in the City of Poughkeepsie be owner occupied provided such condition is replaced with the following conditions precedent:

- a. If at any-time in the first ten (10) years from the date of this deed, Grantee transfers said property, said property shall be sold with the condition that the premises be owner-occupied.
- b. Grantee agrees that should the premise be tax-exempt pursuant to the Real Property Tax Law Grantee agrees to enter into an agreement with the City of Poughkeepsie in which Grantee shall agree to make a payment in-lieu of taxes in an amount which shall be equal to the property's assessed value multiplied by an amount of the budget of the City of Poughkeepsie which comprise Police, Fire and the Department of Public Works, but which amount shall exclude capital projects (but no more than 45%) which shall then be multiplied by the tax rate ((assessed value / 45% of the police, fire and DPW budget) x tax rate).

- c. If Grantee maintains the property for as a rental, it shall restrict rental to low-income families/individuals, veterans or the disabled whose income does not exceed 30% of the area median income (AMI) as determined by HUD.

RESOLVED, that the Mayor is hereby authorized to enter into a contract for the above mentioned transaction provided such contract contains the terms contained herein together with such other terms and conditions which the Corporation Counsel shall deem appropriate, and the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER _____.

PILOT AGREEMENT

NUBIAN DIRECTIONS II, INC.
and
CITY OF POUGHKEEPSIE

This Agreement dated where signed below, between NUBIAN DIRECTIONS II, INC., a New York Not-For-Profit Corporation, with offices for conducting business at 248-250 Main Street, Poughkeepsie, New York 12601, hereinafter referred to as "OWNER," and CITY OF POUGHKEEPSIE, a New York municipal corporation maintaining its office at Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601, hereinafter referred to as "CITY";

WHEREAS, OWNER is the owner of real property situated in the City of Poughkeepsie listed in Schedule "A" which is attached hereto and made a part hereof and is more commonly known as 23 Hooker Avenue, Poughkeepsie, New York (the "Property"); and

WHEREAS, OWNER intends to use the parcels in a manner consistent with the provisions of New York Real Property Tax Law, pursuant to which it has been or will be granted an exemption from local and municipal taxes and real property taxation (including CITY school taxes) in the manner prescribed by statute and regulation; and

WHEREAS, OWNER, as to the parcel listed in Schedule "A", wishes to voluntarily make payments to the CITY despite its tax exempt status without acknowledging any legal liability to do so; and

WHEREAS, the CITY has agreed to accept such payments as voluntary payments, the receipt of which is acknowledged not to create a continuing legal obligation nor an acknowledgment that the ownership and use of the premises are not otherwise entitled to an exemption pursuant to New York Real Property Tax Law.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Payment. The annual amount volunteered by the OWNER for the Property shall be based on the following calculation:

The assessed value of the Property multiplied by the percentage of the entire budget of the CITY (but excluding any capital projects contained in the budget) that is made up of the Police Department, Fire Department and the Department of Public Works as those departments and functions exist as of the date of this Agreement, but in no event greater than forty-five (45%) percent of said budget (excluding any capital projects), then multiplied by the tax rate (City and School).

2. Subordination. This Agreement and the obligations arising thereunder shall be

subordinate to any loans encumbering the Property to the extent the proceeds are used to construct improvements on the Property and any other obligation that may become a lien on the Property.

3. **Presentation of Rights.** This Agreement shall not preclude any party from instituting any action it deems appropriate to contest either the assessed valuation or the exempt status of the parcel or any portion thereof.

4. **Term.** This Agreement shall have a term of ten (10) years and shall only be terminated because the Property subject to this Agreement is no longer being used for purposes for which an exemption is obtainable or OWNER provides evidence, acceptable to the CITY, that the terms of this Agreement will render the OWNER insolvent.

5. **Notice to Default; Limitation on Remedies.** (a) In the event OWNER fails to perform or observe any of the terms, conditions, covenants or agreements to be performed or observed by it under this Agreement, OWNER, upon written notice from the CITY (i) shall remedy or cure such failure within ninety (90) days after receipt of such notice, or (ii) if such failure is of such nature that it cannot reasonably be cured within such ninety (90) day period, shall commence to cure the same in such period and diligently proceed to cure the same. If such failure shall not be remedied or cured within a reasonable time, OWNER shall be in default hereunder and the CITY may, except as otherwise provided, and in full acknowledgement that this Agreement is offered voluntarily by the OWNER, institute such proceedings as in its opinion may be necessary or desirable to cure or remedy such default.

6. **Notices.** A notice or communication in connection with this Agreement by any party to the other parties shall be sufficiently given if sent by certified mail, post prepaid, return receipt requested, and

(a) If to, Nubian Directions II, Inc., 248-250 Main Street, Poughkeepsie, New York 12601;

(b) If to, City of Poughkeepsie, c/o Corporation Counsel, Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601, and City of Poughkeepsie, c/o Mayor, Municipal Building, 62 Civic Center Plaza, Poughkeepsie, NY 12601;

to such other address as any party may from time to time designate by notice given to the other parties as provided herein. Any notice given pursuant to the terms hereof shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail. Any notice given hereunder by any party shall be given to all other parties to this Agreement.

7. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances

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other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provisions of this Agreement shall be valid and shall be enforced to the full extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, all as of the day and year first written above.

DATED: _____

Nubian Directions II, Inc.

By: _____
Robert E. Wright
Executive Director

CITY OF POUGHKEEPSIE

By: _____
Robert G. Rolison
Mayor

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
JUN 21 PM 1:00

TODAY'S DATE: 6/20/2016

NAME AND ADDRESS OF EACH CLAIMANT:

Anastasia Marton
11 Ruby Circle
Poughkeepsie, NY 12603
TELEPHONE NUMBER: 845-775-1037

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): 4/23/16 at 9:50pm

I was driving northbound on Worrall Ave towards the intersection of Worrall and the east bound arterial (4165/Church St) I came to a stop at the light and hit a pothole and my tire popped immediately. The lighting was bad and not visible. ITEMS DAMAGED OR INJURIES SUSTAINED: I also reported it and it was

- ① tire
 - ① Rim
 - ① Alignment
 - ① shock absorbers
- \$564.79 fixed the next morning (the pothole)
(see attached)
- [Signature]
Signature of Claimant

X
Signature of Claimant

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

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]
Signature of Claimant

X
Signature of Claimant

Sworn to before me this 21 day of JUNE, 2016

[Signature]
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 JUN 29 PM 2:48

TODAY'S DATE: 6/28/16

NAME AND ADDRESS OF EACH CLAIMANT:

VIRGINIA C. HART
20 Whitehouse Ave
Poughkeepsie NY 12601

TELEPHONE NUMBER: 914.474.5050

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

see Attached document

ITEMS DAMAGED OR INJURIES SUSTAINED:

see Attached document - 2 pages
No obvious injuries to either party

Virginia C. Hart
Signature of Claimant

Signature of Claimant

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

_____ 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.

Virginia C. Hart
Signature of Claimant

Signature of Claimant

Sworn to before me this
28th day of JUNE, 2016

Jane A. Pensiero
Notary Public

JANE A. PENSIERO
Notary Public, State of New York
No. 4803211
Qualified in Dutchess County
Commission Expires 2/27/2019

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.

Sequence of events regarding accident with city of Poughkeepsie bus on 6/24/16

On June 24, 2016 approximately 11:30, I was driving with my real estate client on a tour of the city. As a finalist for a position which requires city residency, she needed housing information important to her considerations. At the light of Hooker Avenue in the through lane we waited adjacent to a city bus in the turn lane onto Ferris Lane. When the right turn signal turned green just prior to both lights being green he pulled through the light swinging broadly into my lane obviously not looking at the heavy traffic he was moving in. As the bus made contact with my car I repeatedly blew the horn and rather than stopping he moved ahead without hesitation pushing harder into the car as he swung widely right. I was pinned in place until he finished and freed the car.

I asked my client if she was alright and she said yes. I asked her if we could try to get the reporting information? The traffic held back so we could make the right turn, as the bus sped to the stop sign where Ferris turns left. After a brief acknowledgement of the stop sign, he sped ahead and then out of sight. During the length of the block, I continued to blow the horn but we got only close enough to get the information because the bus driver continued to increase his speed.

Immediately thereafter, I took my client to her previously planned appointment. I resumed my scheduled because I had a client waiting to be picked up at another city location. Immediately thereafter, I called to report the incident.

Virginia C. Hart

Virginia C. Hart

Date: 6/27/2016 02:17 PM
 Estimate ID: 19098
 Estimate Version: 0
 Preliminary
 Profile ID: ALLSTATE

B T O AUTO WORKS INC.

471 MAIN STREET, POUGHKEEPSIE, NY 12601
 (845) 485-2557
 Fax: (845) 485-2997
 Tax ID: 14-1756956 BAR #: 7030103

Specializing in high quality auto body repairs

Damage Assessed By: MITCHELL MITCHELL
 Classification: None

Deductible: UNKNOWN

Insured: FLYNN

Mitchell Service: 914185

Description: 2003 Subaru Legacy 2.5 GT
 Body Style: 4D Sed Drive Train: 2.5L Inj 4 Cyl 4A AWD
 VIN: 4S3BE646X35200774
 OEM/ALT: O Search Code: None
 Color: Titanium Pearl
 Options: CD CHANGER, PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW
 POWER STEERING, REAR WINDOW DEFOGGER, AIR CONDITIONING, CRUISE CONTROL
 TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
 LEATHER SEAT, PREMIUM SOUND SYSTEM, ANTI-LOCK BRAKE SYS., FOG LIGHTS
 ALUM/ALLOY WHEELS, LEATHER STEERING WHEEL, CD PLAYER
 POWER ADJUSTABLE EXTERIOR MIRROR, AUTOMATIC TRANSMISSION, SUNROOF/MOONROOF
 GENUINE WOOD TRIM, FIRST ROW BUCKET SEAT, ALL WHEEL DRIVE, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, DAYTIME RUNNING LIGHTS
 DRIVER SEAT WITH POWER LUMBAR SUPPORT, FRONT HEATED SEATS, KEYLESS ENTRY SYSTEM
 LIMITED SLIP DIFFERENTIAL, REAR BENCH SEAT

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units	CEG Unit
1	402710	BDY	REMOVE/INSTALL	Frt Bumper Assy			INC #	1.5
2	403283	BDY	REPAIR	Frt Bumper Cover	Existing		3.0* #	1.9
3	AUTO	REF	REFINISH	Frt Bumper Cover Complete			C 2.4	2.4
4	400124	BDY	REMOVE/REPLACE	R Frt Combination Lamp Assembly	84001AE12A	299.95	INC #	0.4T
5	AUTO	BDY	CHECK/ADJUST	Headlamps			0.4	0.4
6	400185	REF	BLEND	Hood Outside			C 1.1	2.7
7	403399	BDY	REMOVE/INSTALL	R Hood Washer Nozzle			0.2 #	0.2
8	403400	BDY	REMOVE/INSTALL	L Hood Washer Nozzle			0.2 #	0.2
9	402778	BDY	REMOVE/REPLACE	R Fender Panel	57120AE04A	229.95	2.7 #	2.7T
10	AUTO	REF	REFINISH	R Fender Outside			C 1.9	1.9
11	AUTO	REF	REFINISH	R Add To Edge Fender			C 0.5	0.5
12	402780	BDY	REMOVE/REPLACE	R Fender Side Moulding	91012AE240NN	23.67	0.2	0.2T
13	400484	BDY	REMOVE/REPLACE	Alloy Wheel	28119AG03A	359.96	0.3	0.3T
14	401270	REF	REFINISH	R Frt Door Outside			C 1.6	2.0
15	401286	BDY	REMOVE/INSTALL	R Frt Door Belt Moulding			0.3	0.3
16	401288	BDY	REMOVE/INSTALL	R Frt Door Mirror			0.3 #	0.6
17	401332	BDY	REMOVE/INSTALL	R Frt Door Trim Panel			INC	0.3
18	401384	BDY	REMOVE/INSTALL	R Frt Door Handle			1.3 #	1.3
19	403039	BDY	REMOVE/REPLACE	R Rear Door Adhesive Moulding	91012AE280NN	67.03	0.2	0.2T
20	AUTO	REF	ADD'L OPR	Clear Coat			2.1*	
21	900500	BDY *	ADD'L LABOR OP	DETAIL FOR DELIVERY	Existing		1.0*	T
22	900500	BDY *	ADD'L LABOR OP	CAR COVER	** QUAL REPL PART	10.00 *	0.3*	T
23	900500	REF *	ADD'L LABOR OP	TINT color	Existing		0.5*	

ESTIMATE RECALL NUMBER: 06/27/2016 14:10:57 19098
 Mitchell Data Version: OEM: MAY_16_V

24	900500	REF *	ADD'L LABOR OP	COLOR SAND AND BUFF	Existing	1.4*	
25	900500	MCH*	ADD'L LABOR OP	4 WHEEL ALIGNMENT	Existing	2.5*	
26	AUTO		ADD'L COST	Paint/Materials		402.45 *	T
27	AUTO		ADD'L COST	Hazardous Waste Disposal		7.50 *	T

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

Estimate Totals

<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">I. Labor Subtotals</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Units</td> <td style="width: 10%; text-align: center;">Rate</td> <td style="width: 10%; text-align: center;">Add'l Labor Amount</td> <td style="width: 10%; text-align: center;">Sublet Amount</td> <td style="width: 10%; text-align: center;">Totals</td> <td style="width: 10%;"></td> </tr> <tr> <td>Body</td> <td></td> <td style="text-align: center;">10.4</td> <td style="text-align: center;">50.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: right;">520.00</td> <td style="text-align: center;">T</td> </tr> <tr> <td>Refinish</td> <td></td> <td style="text-align: center;">11.5</td> <td style="text-align: center;">50.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: right;">575.00</td> <td style="text-align: center;">T</td> </tr> <tr> <td>Mechanical</td> <td></td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">60.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: center;">0.00</td> <td style="text-align: right;">150.00</td> <td style="text-align: center;">T</td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: center;">Taxable Labor</td> <td colspan="2"></td> <td style="text-align: right;">1,245.00</td> <td></td> </tr> <tr> <td colspan="2"></td> <td colspan="2" style="text-align: center;">Labor Tax</td> <td style="text-align: center;">@</td> <td style="text-align: center;">8.125 %</td> <td style="text-align: right;">101.16</td> <td></td> </tr> <tr> <td>Labor Summary</td> <td></td> <td style="text-align: center;">24.4</td> <td></td> <td></td> <td></td> <td style="text-align: right;">1,346.16</td> <td></td> </tr> </table>	I. Labor Subtotals		Units	Rate	Add'l Labor Amount	Sublet Amount	Totals		Body		10.4	50.00	0.00	0.00	520.00	T	Refinish		11.5	50.00	0.00	0.00	575.00	T	Mechanical		2.5	60.00	0.00	0.00	150.00	T			Taxable Labor				1,245.00				Labor Tax		@	8.125 %	101.16		Labor Summary		24.4				1,346.16		<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">II. Part Replacement Summary</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Amount</td> </tr> <tr> <td>Taxable Parts</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">990.56</td> </tr> <tr> <td>Sales Tax</td> <td></td> <td></td> <td style="text-align: center;">@</td> <td style="text-align: center;">8.125%</td> <td></td> <td></td> <td style="text-align: right;">80.48</td> </tr> <tr> <td colspan="6">Total Replacement Parts Amount</td> <td></td> <td style="text-align: right;">1,071.04</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">III. Additional Costs</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;">Amount</td> </tr> <tr> <td>Taxable Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">409.95</td> </tr> <tr> <td>Sales Tax</td> <td></td> <td></td> <td style="text-align: center;">@</td> <td style="text-align: center;">8.125%</td> <td></td> <td></td> <td style="text-align: right;">33.31</td> </tr> <tr> <td colspan="6">Total Additional Costs</td> <td></td> <td style="text-align: right;">443.26</td> </tr> </table> <p>Paint Material Method: RMC</p>	II. Part Replacement Summary							Amount	Taxable Parts							990.56	Sales Tax			@	8.125%			80.48	Total Replacement Parts Amount							1,071.04	III. Additional Costs							Amount	Taxable Costs							409.95	Sales Tax			@	8.125%			33.31	Total Additional Costs							443.26
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I.	Total Labor:						1,346.16
II.	Total Replacement Parts:						1,071.04
III.	Total Additional Costs:						443.26
	Gross Total:						2,860.46
IV.	Total Adjustments:						0.00
	Net Total:						2,860.46

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

*****Parts Prices Subject to Invoice *****
 AUTHORIZED AND ACCEPTED: You are hereby authorized to make the above specified repairs. I understand that payment in full will be due upon release of vehicle, including supplemental damage charges and hereby grant you and/or your employees, permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection.
 OLD PARTS WILL BE SCRAPPED UNLESS OTHERWISE INSTRUCTED.

Signed x _____ Date: ___/___/___

2016 JUN 15 PM 1:06
CITY OF Poughkeepsie
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: 6/2/16.

NAME AND ADDRESS OF EACH CLAIMANT:

Tina Harvey - 211 Overlook Place, Newburgh, NY 12551

TELEPHONE NUMBER: 845-549-9609

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

Please see attached.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Sore neck, fell on tail bone and injured my back.

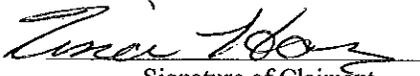
Tina Harvey
Signature of Claimant

Signature of Claimant

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

Tina Harvey 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
2 day of JUNE, 2016



Notary Public

William Wilson Hopson
Notary Public - State of New York
Registration Number: 01HO6286499
Qualified in Dutchess County
Commission Expires 07/29/2017

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.

I, Tina B Harvey, slipped and fell on April 5, 2016 at 8:40 am at the Crannell Municipal Parking lot located on Catherine Street and North Hamilton Avenue. I exited the vehicle, started to walk towards my place of employment towards Catherine Street. It was very cold this morning. As I approached the parking meters on Catherine Street, I slipped and fell, landed on tail bone, in the parking lot. There were several people existing the parking lot. A woman (unknown) came over and helped me up. A co-worker witnessed me getting up and another woman also asked if I was ok to walk.

World North America United States New York Poughkeepsie



for Poughkeepsie, NY

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English (US), °F

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United States WEATHER	Poughkeepsie, NY LOCAL WEATHER	ALLERGIES
Now	Weekend	Extended
Month	Radar	MinuteCast ¹



< March 2016 View: April 2016 May 2016 >

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 27 Actual Temp 58° Lo 41° Hist. Avg. 52° Lo 30°	28 Actual Temp 61° Lo 42° Hist. Avg. 53° Lo 30°	29 Actual Temp 53° Lo 31° Hist. Avg. 53° Lo 30°	30 Actual Temp 60° Lo 24° Hist. Avg. 54° Lo 31°	31 Actual Temp 74° Lo 43° Hist. Avg. 54° Lo 31°	Apr 1 Actual Temp 78° Lo 52° Hist. Avg. 54° Lo 31°	2 Actual Temp 58° Lo 40° Hist. Avg. 55° Lo 32°
3 Actual Temp 41° Lo 32° Hist. Avg. 55° Lo 32°	4 Actual Temp 33° Lo 25° Hist. Avg. 56° Lo 33°	5 Actual Temp 41° Lo 21° Hist. Avg. 56° Lo 33°	6 Actual Temp 47° Lo 19° Hist. Avg. 57° Lo 33°	7 Actual Temp 63° Lo 41° Hist. Avg. 57° Lo 34°	8 Actual Temp 50° Lo 30° Hist. Avg. 58° Lo 34°	9 Actual Temp 47° Lo 26° Hist. Avg. 58° Lo 34°
10 Actual Temp 51° Lo 23° Hist. Avg. 58° Lo 35°	11 Actual Temp 58° Lo 43° Hist. Avg. 59° Lo 35°	12 Actual Temp 58° Lo 36° Hist. Avg. 59° Lo 36°	13 Actual Temp 57° Lo 28° Hist. Avg. 60° Lo 36°	14 Actual Temp 62° Lo 35° Hist. Avg. 60° Lo 36°	15 Actual Temp 66° Lo 30° Hist. Avg. 61° Lo 37°	16 Actual Temp 68° Lo 34° Hist. Avg. 61° Lo 37°
17 Actual Temp 78° Lo 34° Hist. Avg. 62° Lo 37°	18 Actual Temp 80° Lo 40° Hist. Avg. 62° Lo 38°	19 Actual Temp 69° Lo 45° Hist. Avg. 62° Lo 38°	20 Actual Temp 66° Lo 40° Hist. Avg. 63° Lo 38°	21 Actual Temp 78° Lo 35° Hist. Avg. 63° Lo 39°	22 Actual Temp 81° Lo 56° Hist. Avg. 64° Lo 39°	23 Actual Temp 66° Lo 50° Hist. Avg. 64° Lo 39°
24 Actual Temp 66° Lo 41° Hist. Avg. 64° Lo 40°	25 Actual Temp 70° Lo 49° Hist. Avg. 65° Lo 40°	26 Actual Temp 53° Lo 45° Hist. Avg. 65° Lo 40°	27 Actual Temp 66° Lo 42° Hist. Avg. 66° Lo 40°	28 Actual Temp 62° Lo 35° Hist. Avg. 66° Lo 41°	29 Actual Temp 59° Lo 46° Hist. Avg. 66° Lo 41°	30 Actual Temp 65° Lo 46° Hist. Avg. 67° Lo 41°

< March 2016

May 2016 >

Temperature Graph April 2016

Company

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