



COMMON COUNCIL MEETING

Common Council Chambers

Monday, February 3, 2020

6:30 p.m.

I. ROLL CALL:

II. REVIEW OF MINUTES:

Common Council Meeting of January 21, 2020

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

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

V. MAYOR'S COMMENTS:

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. MOTIONS AND RESOLUTIONS:

1. Resolution R20-13, approving an IMA with Dutchess County regarding categories of proposed action that shall be deemed of local concern for purposes of review under GML §239-M.
2. Resolution R20-14, a NYS Locality Resolution in support of the Energy Innovation and Carbon Dividend Act of 2019 , H.R. 763.
3. Resolution R20-15, approving appointments to the Joint Water Board.

IX. ORDINANCES AND LOCAL LAWS:

1. Ordinance O-20-01, approving amendments to the Article XX, "Towing of Vehicles from Private Property".

X. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **FROM CHIEF PAPE**, a communication regarding a proposed Inter-municipal Agreement with Dutchess County for the 911 backup room.
2. **FROM DIRECTOR OF COMMUNITY ENGAGEMENT PENNEY**, a presentation regarding the 2020 Census.
3. **FROM COUNCILMEMBER MENIST**, a communication regarding the Benny's 10th Inning License Agreement.
4. **FROM STEVEN PRICE**, a notice of property damage sustained on December 31, 2019.
5. **FROM WILBER & ASSOCIATES O/B/B USAA A/S/O SHANICE BROWN**, a notice of claim sustained on October 1, 2019.

XI. UNFINISHED BUSINESS:

XII. NEW BUSINESS:

XIII. ADJOURNMENT:

RESOLUTION
(R20-13)

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

INTRODUCED BY CHAIR SALEM

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

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

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

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

NOW, THEREFORE

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

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

SECONDED BY COUNCILMEMBER _____.

AGREEMENT

THIS AGREEMENT, made this day of , 20 , by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and CITY OF POUGHKEEPSIE, a municipality within Dutchess County, whose address is 62 Civic Center Plaza, Poughkeepsie, New York 12601, (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

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

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

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

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

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

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

1. TERM OF AGREEMENT: This Agreement shall be effective as of the date of execution ~~January 1, 2016~~, and shall terminate on December 31, 2019~~26~~, unless otherwise terminated as set forth herein. ~~The term of this Agreement shall be extended automatically for a successive year, for a total of twofive (25) years.~~ If either party decides to terminate this Agreement, either party shall send a written notice of termination to the other party at least thirty

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

2. PAYMENT: None.

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

- a. administrative amendments (zoning amendments regarding fees, procedures, penalties, etc.);
- b. special use permits, use variances and area variances for residential uses; and
- c. renewals/extensions of site plans or special permits that have no changes from previous approvals.

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

- a. comprehensive/master plans;
- b. zoning amendments (standards, uses, definitions, district regulations, etc.);
- c. rezonings;
- d. other proposed local laws and/or other authorizations adopted pursuant to zoning (wetlands, historic preservation, affordable housing, architectural review, etc.);
- e. site plans (all); and
- f. special permits, use variances, and area variances for all non-residential uses.

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

Commissioner of Planning & Development
Dutchess County Dept. of Planning & Development
~~27 High Street~~ 85 Civic Center Plaza, Suite 107
Poughkeepsie, NY 12601

City of Poughkeepsie
Att: Mayor
62 Civic Center Plaza
Poughkeepsie, NY 12601

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

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

MUNICIPALITY:

Eoin Wrafter, Commissioner of
Planning & Development

BY: _____
Robert Rolison, Mayor

**NYS LOCALITY RESOLUTION URGING THE UNITED STATES
CONGRESS TO ENACT THE ENERGY INNOVATION AND
CARBON DIVIDEND ACT of 2019, H.R. 763
RESOLUTION
(R20-14)**

RESOLUTION SPONSORED BY COUNCILMEMBER SALEM:

WHEREAS, an Intergovernmental Panel on Climate Change issued a special report on the impacts of global warming of 1.5 °C above pre-industrial levels in October 2018 warning that global warming is likely to reach 1.5°C between 2030 and 2052 if it continues to increase at the current rate; and

WHEREAS, the United Nations climate science body said in a monumental climate report that we have only 12 years left to make massive and unprecedented changes to global energy infrastructure to limit global warming to moderate levels; and

WHEREAS, the United States government released its Fourth Annual Climate Assessment in November 2018 reporting that the impacts of climate change are already being felt in communities across the country, and that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems, and social systems that provide essential benefits to communities; and

WHEREAS, conservative estimates by the world's climate scientists state that to achieve climate stabilization and avoid cataclysmic climate change, emissions of greenhouse gases (GHGs) must be brought to 80-95% below 1990 levels by 2050; and

WHEREAS, presently the environmental, health, and social costs of carbon emissions are not included in prices paid for fossil fuels, but rather these externalized costs are borne directly and indirectly by all Americans and global citizens; and

WHEREAS, to begin to correct this market failure, Congress can enact the Energy Innovation and Carbon Dividend Act to assess a national carbon fee on fossil fuels based on the amount of CO₂ the fuel will emit when burned and allocate the collected proceeds to all U.S. Households in equal shares in the form of a monthly dividend; and

WHEREAS, for efficient administration, the fossil fuels fee can be applied once, as far upstream in the economy as practical, or at the port of entry into the United States; and

WHEREAS, as stated in the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, a national, revenue-neutral carbon fee starting at a relatively low rate of \$15 per ton of CO2 equivalent emissions and resulting in equal charges per ton of CO2 equivalent emissions potential in each type of fuel or greenhouse gas should be assessed to begin to lower what are now dangerously high CO2 emissions. The yearly increase in carbon fees including other greenhouse gases, shall be at least \$10 per ton of CO2 equivalent each year, with the Department of Energy determining whether an increase larger than \$10 per ton per year is needed to achieve program goals; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, specifies that, in order to protect low and middle income citizens from the economic impact of rising prices due to the carbon fee, equal monthly per-person dividend payments shall be made to all American households (½ payment per child under 19 years old) each month from the fossil fuel fees collected. The total value of all monthly dividend payments shall represent 100% of the net carbon fees collected per month; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, encourages market-driven innovation of clean energy technologies and market efficiencies which will reduce harmful pollution and leave a healthier, more stable, and more prosperous nation for future generations; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, will, after 12 years, lead to a decrease in America's CO2 emissions of 40 percent and an increase in national employment of 2.1 million jobs; and

WHEREAS, border adjustments - carbon content-based tariffs on products imported from countries without comparable carbon pricing, and refunds to our exporters of carbon fees paid - can maintain the competitiveness of U.S. businesses in global markets; and

WHEREAS, a national carbon fee can be implemented quickly and efficiently, and will respond to the urgency of the climate crisis because the federal government already has in place mechanisms, such as the Internal Revenue Service, needed to implement and enforce the fee, and already collects fees from fossil fuel producers and importers; and

WHEREAS, A national revenue-neutral carbon fee would make the United States a leader in mitigating climate change and in the clean energy technologies of the 21st century and would provide incentive to other countries to enact similar carbon fees, reducing global CO2 emissions without the need for complex international agreements, and

NOW, THEREFORE

BE IT RESOLVED, that the **City of Poughkeepsie Common Council** urges the United States Congress to enact without delay the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763; and

BE IT FURTHER RESOLVED, that the City Chamberlain, no later than 30 days after passage of this Resolution, shall transmit copies of this resolution to the President and Vice President of the United States, to the Speaker of the House of Representatives, to the Majority Leader of the Senate, to each U.S. Senator and Representative from the State of New York in the Congress of the United States, and to nearby city and county governments urging that they pass similar resolutions.

SECONDED BY _____ .

RESOLUTION
(R20-15)

INTRODUCED BY COUNCILMEMBER CHERRY

WHEREAS, in accordance with the Inter-Municipal Agreement between the City of Poughkeepsie and the Town of Poughkeepsie dated August 3, 1995, the Common Council of the City of Poughkeepsie is authorized to make appointments of City residents to serve on the Joint Water Board; and

WHEREAS, the term for the current members appointed by the City to the Joint Water Board have expired; and

WHEREAS, it is in the best interest of the City of Poughkeepsie and its citizens that the Joint Water Board should have a full complement of members in order to properly conduct the business required of the Board;

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints the following individuals to the Joint Water Board for a three (3) year term:

Richard DuPilka (Term Expires: 12/31/21)

Council Chairperson Salem (Term Expires: 12/31/22)

SECONDED BY _____.

**ORDINANCE AMENDING ARTICLE XX OF CHAPTER 13 OF
THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED "TOWING OF VEHICLES FROM PRIVATE PROPERTY"
(O-20-01)**

INTRODUCED BY COUNCILMEMBER PETSAS

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

SECTION 1: Section 13-309.1 of Article XX of Chapter 13 of the City of Poughkeepsie Code of Ordinances entitled **"TOWING OF VEHICLES FROM PRIVATE PROPERTY"** is amended as indicated in the proposed ordinance attached hereto.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____.

~~{STRIKETHROUGH}~~ INDICATES DELETION
UNDERLINING and BOLD INDICATES ADDITION

Article XX
Towing of Vehicles from Private Property

Section 13-308 Statement of policy.

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 1; Ord. of 5-29-2001, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) The City of Poughkeepsie Common Council has received numerous complaints asserting abusive business practices by persons engaged in the towing of vehicles from private property. Without limiting the generality of the preceding statement, the City of Poughkeepsie has received complaints asserting that vehicles are towed without proper notice or warning, that vehicles are towed notwithstanding the presence of owners or operators of vehicles who are willing and prepared to voluntarily remove the vehicles from the private property on which they are parked, that fees imposed for towing are excessive, that vehicles are towed to storage locations without identification of the storage location by the person undertaking the taking and that persons undertaking the towing have improperly demanded releases from liability as a condition of physically returning possession of the vehicle to the owner or operator of the vehicle. In response to these numerous complaints, received over a long period of time, the City of Poughkeepsie desires to establish certain minimum standards for towing of vehicles from private property so that such towing may take place in a manner that is not abusive.
- (b) Complaints to the City have continued despite the original enactment of this ordinance in 1994. The City has received ongoing complaints from consumers that insufficient signage is posted in parking lots indicating that vehicles would be towed if they were improperly parked or that towing personnel were abusive and unresponsive. The largest portion of these complaints concern the towing of motor vehicles from private parking lots serving stores and other business establishments. The City therefore desires to further regulate towing services and solicitation through licensing of towing businesses operating in the City for the purpose of safeguarding the public against fraud and abusive and improper towing practices since the towing of vehicles allegedly improperly parked on private property is a matter that affects the public interest, peace, health, safety, welfare and good order of the City of Poughkeepsie and its inhabitants.
- (c) The City of Poughkeepsie Common Council finds that, since the original enactment of this ordinance in 1994 and its amendment in 2000, much of the aforesaid abusive and improper towing practices are now being pursued in connection with the immobilization of vehicles allegedly improperly parked on private property. The Common Council hereby finds that this is also a matter that affects the public interest, and the peace, health, safety, welfare and good order of the City of Poughkeepsie and its inhabitants.
- (d) The City of Poughkeepsie Common Council finds that, as of August 2004, the abusive, unscrupulous and predatory practices referred to hereinabove continue, and that the provisions of this article have not proven to be sufficiently effective to provide adequate protection for the consumer against unscrupulous and abusive business practices and conduct by those engaged in the booting business. The Common Council finds that possibly the only legitimate purpose to be served by the practice of booting is to serve as a deterrent against improper parking on private property. It has come to the attention of the Common Council that it has become common practice to immobilize an allegedly improperly parked vehicle within moments of the vehicle's arrival at the scene. Appropriate business practices should include giving adequate warning to the general public of the consequence of improperly parking on private property, and giving an opportunity to promptly correct an otherwise innocent mistake. The Common Council hereby finds that the costs associated with booting are much lower than for towing and that the

presently authorized fee is unduly and disproportionately punitive in comparison to the offense given: an authorized fee nearer to the fines imposed for improperly parking on public street will adequately compensate the parking facility operator while still providing an adequate deterrent to improper parking on private property. The Common Council hereby finds that, in order to properly protect the public health, safety and general welfare, it is necessary to strike an appropriate balance between private property interests and the public interest of protecting consumers from unscrupulous, abusive and predatory business practices.

Section 13-309 Definitions.

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 2; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1; L.L. No. 2-2005, 2-7-2005, § 1; Ord. No. O-10-36, 12-20-2010, § 4]

For purposes of this article, the following terms shall have the following meanings:

BOOTING COMPANY or BOOTING OPERATOR

A person engaged in the business of immobilizing vehicles improperly parked on private property.

IMMOBILIZATION or BOOTING

The use of any method, manner, mode, device or artifice, whether or not affixed to a motor vehicle, with the intent to and which has the effect of preventing either the moving of a motor vehicle by its normal mode of operation or preventing the departure of the motor vehicle from the real property on which it is then located. For purposes of this article, the term "immobilization" shall be deemed to include the act of removing the immobilizing device or the discontinuance of the immobilization. The term "booting" shall be deemed equivalent to the term "immobilization." This term shall not apply to mechanical gates located at the entrance or exit of any lot.

OWNER

A person who owns, leases or has control of one or more tow trucks operating for hire within the City of Poughkeepsie.

PARKING LOT or PRIVATE PARKING FACILITY

A parcel of land or a portion of a parcel of land used for parking motor vehicles belonging to visitors, customers or residents of nearby businesses or properties, and/or parking for hire on a monthly or periodic basis.

PERSON

An individual, partnership, corporation, unincorporated association or any other entity.

PERSON IN CHARGE OF VEHICLE

The registered owner, or one who has legal authorization of the registered owner to operate such vehicle.

PRIVATE PARKING FACILITY OPERATOR

Any person or persons who own, lease or control one or more private parking facilities in the City of Poughkeepsie.

TOWING

The moving of a vehicle where a fee, charge or other consideration is directly or indirectly imposed for such moving or where the towing service is performed by a person engaged in the business of towing vehicles.

TOWING COMPANY or TOW OPERATOR

A person engaged in the business of offering towing services whereby motor vehicles are moved by use of a motor vehicle designated or adapted for that purpose.

TOWING LICENSE

A license issued pursuant to this section permitting a person to tow motor vehicles for hire from private property within the City of Poughkeepsie without the motor vehicle owner's consent.

TOW TRUCK

A vehicle used for towing usually equipped with a crane, winch, tow bar, push plate or other device designed to pull or push a vehicle or to raise a vehicle or the front or rear end thereof or a flatbed tow truck.

VEHICLE

A motor vehicle as defined in § 125 of the Vehicle and Traffic Law, a tractor as defined in § 151-a of such law or a trailer as defined in § 156 of such law.

Section 13-309.1 Applicability.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) The provisions contained within this article are applicable to the towing or immobilization of vehicles improperly parked on private property. The phrase "improperly parked on private property" means vehicles parked on private property without the consent of the owner or person in charge of the private property. Consent includes actual consent and consent created by operation of law.
- ~~(b) Notwithstanding the foregoing, the provisions of this article shall not be applicable to the towing of a vehicle in the following circumstances~~
 - ~~(1) The towing of a vehicle that has been continuously present on private property without the consent of the owner or person in charge of the private property for more than 24 hours; or~~
 - ~~(2) The towing of a vehicle that has been parked on private property in a location that blocks a driveway, lane, alley or other place intended to give passage to other portions of the private property or to give passage to or from the public way; or~~
 - ~~(3) The towing of a vehicle that has been parked on private property in a location and at a time that interferes with garbage or refuse collection; or~~
 - ~~(4) The towing of a vehicle that interferes with snow removal; or~~
 - ~~(5) The towing of a vehicle that interferes with paving or construction activities, provided that a twenty-four hour notice has been given or conspicuously posted; except that the provisions of Section 13-311(e), (e) and (f) shall apply to any such towing.~~

Section 13-310 Warning signs required.

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 3; Ord. of 5-29-2001, § 2; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

In order to comply with Sections 13-311 and 13-314, all of the following requirements must be satisfied:

(1) Location and description of signs.

- a. A warning sign must be conspicuously posted within 15 feet of each curb cut that gives vehicular access to the private property facing in each authorized direction of travel upon the abutting public highway. The bottom edge of each such sign must be not less than seven feet above grade level. Each of such warning signs must meet one of the two following descriptions as appropriate:
 1. If the warning sign is located on property that is zoned under Chapter 19 of this Code as R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A, R-5, R-6, PRD, O-R, or H-M, the said sign must be 24 inches high and 18 inches wide, surrounded by a black border 1/2 inch wide, and must exclusively contain the following content: the words "WARNING" and "PRIVATE PROPERTY" in all red, boldface, capital block letters 2 1/2 inches high upon a white background, a depiction in silhouette of a tow truck 4 1/2 inches high and the phrase "Unauthorized vehicles will be towed" in black block letters two inches high upon a white background, and the word "booted" must be added to or substituted for the word "towed" where appropriate;
 2. If the warning sign is located on property that is zoned under Chapter 19 of this Code as C-1, C-2, C-2A, C-3, I-1, I-2, T, or W, the said sign must be 30 inches high and 24 inches wide, surrounded by a black border 1/2 inch wide, and must exclusively contain the following content: the words "WARNING" and "PRIVATE PROPERTY" in all red, boldface, capital block letters four inches high upon a white background, a depiction in silhouette of a tow truck six inches high, and the phrase "Unauthorized vehicles will be towed" in black block letters 2 1/2 inches high upon a white background, and the word "booted" must be added to or substituted for the word "towed" where appropriate; and
- b. An informational sign not less than four square feet and not more than eight square feet that provides the following information in legible block letters:
 1. In the case of towing, the name, street address and telephone number and the license number of the private parking facility operator and the tow operator, the street address where vehicles will be impounded, the method of redemption and hours of operation for vehicle redemption, towing and storage fees of the tow operator and the hours vehicles are prohibited from parking and subject to tow; or
 2. In the case of booting, the name, address and telephone number and the license number of the private parking facility operator and the booting operator that has immobilized the vehicle, the method of obtaining removal of the immobilization device and the fee payable for removal, and the hours vehicles are prohibited from parking and subject to immobilization.
- c. There need be only one such informational sign which must be posted on the private property in a conspicuous manner reasonably calculated to be visible to a person whose vehicle has been either towed or immobilized.

- (2) The private parking facility operator shall also permit the placement on the private property of a sign, supplied and installed by the City of Poughkeepsie, to direct the public to the nearest municipal parking facility. The City of Poughkeepsie shall have the ability but not the duty or the obligation to install any such signs.

Section 13-311 Towing of vehicles improperly parked on private property.

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 4; L.L. No. 4-2001, § 1; Ord. of 3-26-2001, § 1; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1; Ord. No. O-10-36, 12-20-2010, §§ 1, 2, 5]

- (a) No private parking facility operator, owner or other person in control of private property shall tow or cause to be towed from or on such private property any motor vehicle unless such owner or person in control shall post and maintain upon such private property signs, in conformity with Section 13-310 of this chapter.
- (b) No vehicle shall be towed by a tow operator from private property without express written authorization by the owner of the private property or the person in control of the private property, or his or her or its agent, who may not be the tow truck owner or operator or his/her agent or employee. Such authorization shall be required for each vehicle towed and shall include the location, make, model, color and license plate number of the vehicle to be towed. The person who tows a vehicle and the person authorizing the tow shall maintain a copy of the written authorization provided for in this subsection for a period of not less than one year. Upon demand by the person in charge of a vehicle, the person proposing to undertake towing and the person authorizing the tow shall provide a copy of the written authorization provided for in this subsection to the person in charge of the vehicle proposed to be towed. No vehicle shall be towed by a tow operator without complying with the requirement for provision of a copy of the written authorization to the person in charge of the vehicle upon demand for a copy of the same by a person in charge of a vehicle.
- (c) A vehicle may not be towed if it is occupied by any person.
- (d) Notwithstanding any other provision of law, a vehicle which is towed shall be taken directly to a facility for storage maintained by the person undertaking the towing and which location is distant not more than three miles from the point of towing. Such facility for storage must be a secure place for safekeeping vehicles. The owner and operator of a licensed towing company shall cause the towing license to be posted in a conspicuous place on the premises of the towing company and shall also cause a copy of said license to be available for inspection in each towing vehicle used by the company.
- (e) Any person who tows a vehicle covered by this article shall, within 30 minutes of the vehicle's arrival at a facility for storage, notify the City of Poughkeepsie Police Department, identifying the storage facility, the location of the storage facility, the time the vehicle was towed, the location from which the vehicle was towed, the name of the person who authorized the towing and the fact that the towing was pursuant to a contract with the owner of the private property. The person who tows a vehicle and who notifies the City of Poughkeepsie Police Department as set forth above shall obtain the name of the person at the Police Department to whom such information was reported and shall note such name on a written record to be maintained by the person towing the vehicle, together with the time and date that the vehicle was towed.

- (f) Except for tows authorized by the Police Department, it shall be unlawful for a towing company operator to tow a vehicle if the owner or operator of the vehicle appears at the scene prior to the vehicle being connected to any apparatus of the tow truck, requests the towing company operator not to tow the vehicle and is willing and able to correct the condition warranting the tow. The towing company operator shall be entitled to a hook-up fee not to exceed \$25 if the vehicle is connected to any apparatus for towing, provided that the tow truck has not exited the premises and entered onto the public street. The tow truck operator shall not be permitted to charge any fee to the vehicle owner or operator unless the owner or operator is the one who requested the towing services. Each tow operator shall carry a legible copy of this section and shall show it to a vehicle owner or other person in control of the vehicle who arrives at the scene prior to the towing of a vehicle.
- (g) The registered owner or other person in control of a vehicle that has been towed pursuant to this section shall have the right to inspect the vehicle before accepting its return. No release or waiver of any kind which would release the person or company towing the vehicle from liability for damages may be required from any such owner or other person in control as a condition of release of the vehicle to such a person. No release or waiver of any kind purporting to limit or avoid liability for damages to a vehicle that has been towed shall be valid. A detailed, signed receipt showing the legal name of the person or company towing the vehicle and the date and time the vehicle was towed must be given to the person paying the towing and storage charges at the time of payment.
- (h) When an owner of private property, his or her agent as authorized by this section causes a vehicle to be towed in violation of this article, there shall be no charge to the owner or other person in control of the vehicle for the cost of towing and storage. A person who has violated this article shall be liable to the owner or other person in control of the vehicle for any amounts actually paid for towing, transportation and storage of the vehicle, as well as for any damage resulting from the towing, transportation and storage of the vehicle.
- (i) No person may, under the authority of this article, cause the towing of any ambulance, police vehicle, fire vehicle, civil defense emergency vehicle or emergency ambulance service vehicle, or any vehicle being used by an emergency responder while engaged in such emergency response.
- (j) Every tow operator shall maintain a written schedule of all rates and charges for towing and storage and shall make such schedule available to any person requesting the same. The maximum charge for towing of vehicles shall be \$60, plus a hook-up fee of \$25 plus any and all applicable taxes, except the maximum charge for towing of a vehicle in the following circumstances shall be \$125, plus a hook up-fee of \$25 plus any and all applicable taxes:
- (1) that has been continuously present on private property without the consent of the owner or person in charge of the private property for more than 24 hours
 - (2) The towing of a vehicle that has been parked on private property in a location that blocks a driveway, lane, alley or other place intended to give passage to other portions of the private property or to give passage to or from the public way; or
 - (3) The towing of a vehicle that has been parked on private property in a location and at a time that interferes with garbage or refuse collection; or

(4) The towing of a vehicle that interferes with snow removal; or

(5) The towing of a vehicle that interferes with paving or construction activities, provided that a twenty-four-hour notice has been given or conspicuously posted; except that the provisions of Section 13-311(c), (e) and (f) shall apply to any such towing;

- (k)** The maximum charge for the storage of towed motor vehicles shall be \$50 per day, or each part thereof, to commence after the vehicle has been impounded on the premises for a period of 24 hours. No additional charges, including clerical, administrative or service fees, may be charged by the licensee.
- (l)** Every licensed towing company that requires payment by an owner of a towed vehicle of all or part of the towing and/or storage charges associated with the towing and/or storage of such owner's vehicle as a precondition to the release of such motor vehicle to such owner or his or her authorized representative, and that accepts checks, credit cards or debit cards as forms of payment in the ordinary course of business, must accept each of these forms of payment for such towing and/or storage charges.
- (m)** An owner of private property, his or her agent as designated in the contract with the tow operator or a tow operator contracting with such owner shall allow a waiting period of not less than 20 minutes between the arrival of a tow vehicle at the location from which a vehicle is to be towed and the physical actual connection of any apparatus to the vehicle to be towed for the purpose of commencing the towing. If the owner or other person in control of the vehicle arrives at the scene during this twenty-minute waiting period, such owner or person in control of the vehicle shall be allowed to drive the vehicle from the location without interference or charge.
- (n)** No person shall tow or cause to be towed a vehicle from private property from 9:00 p.m. each day until the following 5:00 a.m. Every tow operator shall make vehicles that have been towed available for redemption each day from 6:00 a.m. until the following 11:00 p.m.
- (o)** Notwithstanding the provisions of Section 13-311(m) above, a tow operator may tow vehicles between the hours of 9:00 p.m. and 5:00 a.m. if such tow operator has an employee on the premises where the tow operator maintains impounded vehicles to make vehicles available for redemption during those hours.

Section 13-312 Towing license required.

[Ord. of 10-23-2000, § 5, Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1; Ord. No. O-10-36, 12-20-2010, § 3]

- (a)** No person shall tow a vehicle from private property within the City of Poughkeepsie without the vehicle owner's consent without first having obtained a towing license. Nothing herein shall be construed as prohibiting any towing service whose business is based outside the City from applying for the same license herein required and obtaining said license under the same terms as a business located within the City. As used in this section, the terms "owner," "operator," and "applicant" shall be deemed to include the tow operator and every individual, officer, director, shareholder, partner, member, employee, contractor, subcontractor or agent of such tow operator.
- (b)** *Application procedure; compliance with additional standards; inspections.*
- (1)** An application for a towing license shall be submitted to the Chief of Police. The application shall be

made on such form as the Chief of Police shall prescribe and soliciting such information as the Chief shall reasonably require, and must be accompanied by each of the following items:

- a. Certificates of insurance for the following insurance coverage, naming the City as a certificate holder entitled to notice of cancellation or nonrenewal:
 1. Public liability insurance for personal injury and property damage with an insurance carrier licensed to do business in the State of New York;
 2. An auto garage keeper's legal liability policy covering fire, theft and property damage that will cover any vehicle towed, impounded or stored; and
 3. Insurance policies as required by law under the Workers' Compensation Law (Chapter 41 of the Laws of 1914, as amended) and under the Disability Benefits Law (Chapter 600 of the Laws of 1949, as amended) for employees.
 - b. A statement from the Building Inspector or a certificate of occupancy in which the towing company is located and vehicles are to be stored that said locations and premises are in compliance with the municipality's building and zoning ordinances and a statement from the Fire Inspector that the premises are in compliance with all fire and safety codes.
 - c. Material identifying the applicant physically, two references for the applicant's good character and business responsibility and practices, and record of traffic infractions.
 - d. Payment of the fee required hereinafter.
- (2) In the event that any of the information contained in the initial license application shall change, the tow operator shall, within 10 days of such change, make application to amend its license so as to reflect the accurate information.
 - (3) The Chief of Police shall make such investigation as (s)he deems appropriate as to the qualifications and background of the owner and the operator of the towing company.
 - (4) Upon receipt of an application for a towing company license, the Chief of police shall investigate the location of the towing company and of the premises where towed vehicles are to be stored, to determine whether public safety problems exist.
- (c) The fee for a towing license shall be \$250 per year or any fraction of a year for each towing company or tow operator. Payment of the fee shall be due upon application for the license. The fee for renewal or amendment of a towing license shall be \$50 which shall be due upon application for such renewal or amendment. Such license fees shall be nonrefundable.
 - (d) The Chief of Police shall issue to a licensee a placard for each tow truck listed on his application that the licensee shall at all times prominently display on the right front dashboard of each tow truck so that it is visible through the front windshield of said vehicle. Said placard shall contain the New York State vehicle identification number of the vehicle, the license number assigned to the towing company or tow operator and such other information as the Chief of police shall determine advisable. Said placard shall

not be transferable from one tow truck to another.

- (e) On each side of every tow truck operated in the City by a licensee there shall be legibly inscribed the name and address of the licensee and the license number assigned by the Chief of Police.
- (f) *Denial, suspension or revocation of license.* After a hearing held on not fewer than 10 days' notice to the licensee, given either in person or by registered mail, addressed to the licensee at the address shown upon the most recent application of the licensee, the Chief of Police may deny a license or deny the renewal of a license to any applicant, and may suspend or revoke the license of any licensee:
- (1) Who does not comply with the provisions of this article or any rule or regulation promulgated under this article.
- (2) Who makes a material misrepresentation on a license application or renewal thereof.
- (3) When the Chief of Police, after investigation of the applicant or licensee, deems the owner or operator unfit to conduct such towing business, based upon the determination of one or more of the following findings:
 - a. Denial or revocation of a towing license by any municipality.
 - b. Record of two or more complaints or reports of fraudulent practices regarding the applicant's, owner's, licensee's or operator's business practices, including incompetence or gross negligence in the conduct of the business, abusive conduct to motor vehicle owners or operators, or damage to vehicles towed, substantiated by the Chief of Police or other law enforcement agency in a two-year period immediately preceding the application.
 - c. Record of one or more convictions or guilty pleas to violations of this article or any rule or regulation promulgated under this article or any other municipality's ordinance in a two-year period immediately preceding the application.
 - d. One or more violations of any provision of the New York State Vehicle and Traffic Law or any federal, state or local law, ordinance, rule or regulation regarding the operation of his/her towing business in the two-year period immediately preceding the application or investigation.
 - e. There exists one or more judgments against the applicant, owner or operator that have remained unsatisfied for more than 30 days after having been docketed in the Dutchess County Clerk's Office.
- (g) A towing company license shall expire on December 31 of every year.
- (h) A licensee shall submit to the Chief of Police an application for renewal not less than 30 days prior to the license expiration date.
- (i) No license shall be transferred to another person or vehicle.
- (j) The Chief of Police and only the Chief of Police may promulgate rules and regulations necessary to carry out the provisions of this section, but the Chief of Police may delegate to his or her designee any other duty or function set forth hereunder.

- (k) The failure to enforce any of the provisions of this article shall not be deemed a waiver thereof.

Section 13-313 Log book.

[Ord. of 10-23-2000, § 6; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) Each licensee shall be required to keep and maintain in each tow truck operated by the licensee a towing log book in which all towed vehicles from private property in the City shall be recorded. The log book shall be clearly marked on the outside cover "City of Poughkeepsie Log Book" and shall be exclusively utilized for vehicles towed pursuant to this article. Said log book shall be produced upon demand by any City of Poughkeepsie police officer.
- (b) Each licensee shall record in the log book as to each and every vehicle towed:
- (1) The date of towing;
 - (2) The property address from which the vehicle was towed and the property address to where the vehicle was towed and stored;
 - (3) The time the vehicle was observed parking and the time the vehicle was towed;
 - (4) The name of the private property owner or authorized agent requesting the tow and the time of said request;
 - (5) The make, model, color and license plate number of the vehicle;
 - (6) The amount, if any, received by the licensee for the towing and impoundment of the vehicle.

Section 13-314 Immobilization of vehicles improperly parked on private property.

[Ord. of 10-23-2000, § 1; L.L. No. 8-2001, § 1; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) No private parking facility operator, owner or other person in control of private property shall immobilize or cause to be immobilized upon such private property any motor vehicle unless such owner or person in control shall post and maintain upon such private property, signs in conformity with Section **13-310** of this chapter.
- (b) A vehicle may not be immobilized if it is occupied by any person.
- (c) No person may, under authority of this article, cause the immobilization of any ambulance, police vehicle, fire vehicle, civil defense emergency vehicle or emergency ambulance service vehicle, or any vehicle being used by an emergency responder while engaged in such emergency response.
- (d) The provisions of Section 3-311(g) and (h) shall be applicable to the immobilization of vehicles in addition to the towing of vehicles.
- (e) It shall be unlawful for any person to charge a fee in connection with the immobilization of a motor vehicle in excess of \$25, plus any and all applicable taxes. No additional charges of any description may be charged in connection with such immobilization or release from immobilization. No fee shall be charged for immobilization if the immobilized vehicle is subsequently towed from the parking lot.

- (f) No person shall affix, or cause to be affixed, an immobilization device to a vehicle sooner than five minutes after that vehicle has been improperly parked upon private property. If the owner or other person in control of the vehicle arrives at the scene prior to the time that the immobilization device is actually affixed to it, such owner or person in control of the vehicle shall be allowed to remove the vehicle from the private property without interference or charge.

Section 13-314.1 Booting license required.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) No person shall boot a vehicle on private property within the City of Poughkeepsie without first having obtained either a booting license as provided for in this section or a towing license as provided for in Section **13-312** of this chapter. Nothing herein shall be construed as prohibiting any booting operator whose business is based outside the City from applying for the same license herein required and obtaining said license under the same terms as a business located within the City. As used in this section, the terms "owner," "operator," and "applicant" shall be deemed to include the booting operator and every individual, officer, director, shareholder, partner, member, employee, contractor, subcontractor or agent of such booting operator.
- (b) *Application procedure; compliance with additional standards; inspections.*
- (1) An application for a booting license shall be submitted to the Chief of Police. The application shall be made on such form as the Chief of Police shall prescribe and soliciting such information as the Chief shall reasonably require, and must be accompanied by each of the following items:
- a. Certificates of insurance for the following insurance coverage, naming the City as a certificate holder entitled to notice of cancellation or nonrenewal:
1. Public liability insurance for personal injury and property damage with an insurance carrier licensed to do business in the State of New York covering fire, theft and property damage that will cover any vehicle booted; and
 2. Insurance policies as required by law under the Workers' Compensation Law (Chapter 41 of the Laws of 1914, as amended) and under the Disability Benefits Law (Chapter 600 of the Laws of 1949, as amended) for employees.
- b. Material identifying each applicant physically, two references for the applicant's good character and business responsibility and practices, and record of traffic infractions.
- c. Payment of the fee required hereinafter.
- (2) In the event that any of the information contained in the initial license application shall change, the booting operator shall, within 10 days of such change, make application to amend its license so as to reflect the accurate information.
- (3) The Chief of Police shall make such investigation as (s)he deems appropriate as to the qualifications and background of the owner and the operator of the booting company.
- (c) The fee for a booting license shall be \$100 per year or any fraction of a year for each booting company

or boot operator. Payment of the fee shall be due upon application for the license. The fee for renewal or amendment of a booting license shall be \$50 which shall be due upon application for such renewal or amendment. Such license fees shall be nonrefundable.

- (d) The Chief of Police shall issue to a licensee a placard for each vehicle used in the course of the licensee's booting operations listed on his application that the licensee shall at all times prominently display on the right front dashboard of each such vehicle so that it is visible through the front windshield of said vehicle. Said placard shall contain the New York State vehicle identification number of the vehicle, the license number assigned to the booting company or boot operator and such other information as the Chief of Police shall determine advisable. Said placard shall not be transferable from one such vehicle to another.
- (e) On each side of every vehicle used in the course of the licensee's booting operations operated in the City there shall be legibly inscribed the name and address of the licensee and the license number assigned by the Chief of Police.
- (f) *Denial, suspension or revocation of license.* After a hearing held on not fewer than 10 days' notice to the licensee, given either in person or by registered mail, addressed to the licensee at the address shown upon the most recent application of the licensee, the Chief of Police may deny a license or deny the renewal of a license to any applicant, and may suspend or revoke the license of any licensee:
 - (1) Who does not comply with the provisions of this article or any rule or regulation promulgated under this article.
 - (2) Who makes a material misrepresentation on a license application or renewal thereof.
 - (3) When the Chief of Police, after investigation of the applicant or licensee, deems the owner or operator unfit to conduct such booting business, based upon the determination of one or more of the following findings:
 - a. Denial or revocation of a booting or towing license by any municipality;
 - b. Record of two or more complaints or reports of fraudulent practices regarding the applicant's, owner's, licensee's or operator's business practices, including incompetence or gross negligence in the conduct of the business, abusive conduct to motor vehicle owners or operators, or damage to vehicles booted, substantiated by the Chief of Police or other law enforcement agency in a two-year period immediately preceding the application;
 - c. Record of one or more convictions or guilty pleas to violations of this article, any earlier version of this article regulating the booting of vehicles on private property, or any rule or regulation promulgated under this article or any other municipality's ordinance in a two-year period immediately preceding the application;
 - d. One or more violations of any provision of the New York State Vehicle and Traffic Law or any federal, state or local law, ordinance, rule or regulation regarding the operation of his/her booting business in the two-year period immediately preceding the application or investigation.

- e. There exists one or more judgments against the applicant, owner or operator that have remained unsatisfied for more than 30 days after having been docketed in the Dutchess County Clerk's Office.
- (g) A booting license shall expire on December 31 of every year.
- (h) A licensee shall submit to the Chief of Police an application for renewal not less than 30 days prior to the license expiration date.
- (i) No license shall be transferred to another person or vehicle.
- (j) The Chief of Police and only the Chief of Police may promulgate rules and regulations necessary to carry out the provisions of this section, but the Chief of Police may delegate to his or her designee any other duty or function set forth hereunder.
- (k) The failure to enforce any of the provisions of this article shall not be deemed a waiver thereof.

Section 13-314.2 Log book.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) Each licensee shall be required to keep and maintain in each vehicle used in the course of booting operations by the licensee a booting log book in which all vehicles booted in the City shall be recorded. The log book shall be clearly marked on the outside cover "City of Poughkeepsie Booting Log Book" and shall be exclusively utilized for recording vehicles booted pursuant to this article. Said log book shall be produced upon demand by any City of Poughkeepsie police officer.
- (b) Each licensee shall record in the log book as to each and every vehicle booted:
 - (1) The date of booting;
 - (2) The property address at which the vehicle was booted;
 - (3) The time the vehicle was observed parking and the time the vehicle was booted;
 - (4) The name of the private property owner or authorized agent requesting the boot and the time of said request;
 - (5) The make, model, color and license plate number of the vehicle;
 - (6) The amount, if any, received by the licensee for the booting of the vehicle.

Section 13-315 Penalties for offenses.

[Ord. of 7-5-1994, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) *Penalties established.*
 - (1) Any person who violates any provision of this article shall be punished as follows:
 - a. For the first violation, by a fine of \$250.

- b. For the second violation within a period of 24 months of the date of the first violation, by a fine of \$500 or by imprisonment not exceeding three months, or both.
 - c. For any additional violations within a period of 24 months of the date of the first violation, by a fine of \$1,000 or by imprisonment not exceeding six months, or both.
- (2) Any such violation shall be deemed an offense.
- (b) In addition to the penalties hereinabove provided, the City of Poughkeepsie may institute any appropriate action or proceeding to prevent, restrain, correct or abate violations of this article or to prevent any illegal acts, conduct or business in violation of this article, including but not limited to requests for injunctive relief.
 - (c) Any person or party aggrieved by a violation of this article shall have a private right of action for damages or injunctive relief.

Section 13-316 Severability.

[Ord. of 3-26-2001, § 2; L.L. No. 1-2005, 12-20-2004, § 1]

If any provision, paragraph, word, section or article of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this day of 2020, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market St., Poughkeepsie, New York, 12601 (hereinafter referred to as the "COUNTY") and the **CITY OF POUGHKEEPSIE**, a municipal corporation with offices at the City Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York, 12601 (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the County has been operating a county wide 9-1-1 system for over twenty years at its Public Service Answering Point (PSAP) located at 392 Creek Rd in the Town of Hyde Park, and

WHEREAS, while the City is part of the County's 9-1-1 system, the City operates its own PSAP located at the City Municipal Building and is responsible for receiving wireline 9-1-1 calls originating in the City of Poughkeepsie and dispatching wire line and wireless 9-1-1 calls originating in the City of Poughkeepsie, and

WHEREAS, the County and the City entered into two Intermunicipal Agreements dated December 15, 1998 and March 24, 2010 which described the parties' relationship as back-up PSAP sites for each other, and

WHEREAS, that Intermunicipal Agreement has expired, and the parties wish to enter into a new Intermunicipal Agreement which will describe the parties' relationship as back-up PSAP sites for each other,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

TERM OF AGREEMENT

This agreement will commence on February 1, 2020 and terminate on January 31, 2023, with the option to extend this agreement for three (3) individual one (1) year terms, unless otherwise terminated as set forth herein. This agreement may be renewed upon such terms and conditions as may be agreed to by the parties.

PAYMENT

As full and complete consideration for this agreement, the County shall pay the City a total sum as documented below:

Year 1: \$ 24,000.00	
Year 2: \$ 24,960.00	
Year 3: \$ 25,996.80	
Year 4: \$ 27,036.67	OPTIONAL
Year 5: \$ 28,118.14	OPTIONAL
Year 6: \$ 29,242.87	OPTIONAL

The County shall make its annual payments to the City on or about March 1st of each year.

TERMINATION

Either Party shall terminate this agreement with no less than 180 days notice to the other party in writing. Upon termination, there shall be no further obligation or monies due by either party.

BACK-UP

As stated in the preamble to this agreement, the City will provide "rollover" capabilities for the County when their system is beyond capacity and the capability exists. The County will provide the same to the City as appropriate and the capability exists. The term back-up has many components as it relates to 9-1-1. These components are regularly changing and being upgraded. The County and the City will use the upgrades as appropriate and practical to meet the spirit of this agreement. The County and the City will develop Critical Failure Procedures based on these upgrades that will be mutually agreed. The components of backup as they relate to this agreement will be briefly outlined below. The parties agree that representatives of each municipality will meet annually and review and revise as needed the Standard Operating Guide.

CONSOLIDATED NEXT GENERATION 9-1-1 PHONE SYSTEM:

- (a) Each municipality will operate on consolidated shared phone system.
- (b) Overflow: In the event either municipality receives an overflow of calls, the other municipality will handle the overflow as the system allows
- (c) Disruption of Phone Lines: In the event that either municipality's phone lines are disrupted, the other municipality will answer the call as the capability exists and then advise the affected municipality of each call so that it can dispatch the call.

RADIO

Each municipality will continue to develop and partner in compatible radio systems. In the event either municipality's radio system is rendered inoperable, the other municipality will provide communications as capable.

EQUIPMENT AND TESTING

Each municipality will obtain and maintain the following equipment:

- 9-1-1 telephones including ANI/ ALI.
- Radio programming/modifications to handle police frequency (155 megahertz)
- Radio programming/modifications to handle EMS and fire frequency (450 megahertz).

COMPUTER AIDED DISPATCH SYSTEM (CADS)

Each municipality will maintain compatible CAD software at the same release level. Each municipality will obtain the necessary software licenses from Tyler Technologies. To ensure this compatibility, each agency will use copies of the same County wide geographic files.

All back up equipment will be tested on a monthly basis. The dates and duration of the back-up tests will be mutually agreed upon between representatives of both municipalities.

PERSONNEL

Each municipality will provide available personnel to handle an emergency until personnel from the other municipality arrives.

ADDITIONAL RADIO FREQUENCIES

The City will continue to provide the County additional radio frequencies 155.130 and 155.415. The City and the County will continue to share the use of these frequencies up to the termination and/or expiration of the agreement.

SPACE ALLOCATION

The City will continue to provide office space located at City Hall to the County as a permanent back-up location. The County and the City will mutually agree on all issues surrounding any renovations to the back-up PSAP location. In addition, there will be access to City Hall and enough parking for County personnel. The County will allocate the necessary space at the County PSAP to the City for call taking and dispatching in the event of an emergency.

EMERGENCY MEDICAL SERVICE

The County and City will continue to provide a mutually agreeable emergency medical service dispatch procedure. The parties are currently using the Medical Priority Dispatching System. The City and County agrees that it shall not change from this system unless a mutually agreed solution is selected.

CITY TO INDEMNIFY COUNTY

The City shall defend, protect and indemnify the County for damages to property, injury or death to persons resulting from the negligence of the City hereunder.

COUNTY TO INDEMNIFY CITY

The County shall defend, protect and indemnify the City for damages to property, injury or death to persons resulting from the negligence of the County hereunder.

NOTICE: Except as otherwise provided in this Agreement, a bill, statement, notice or communication required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other persons as the parties may designate:

Emergency Response Commissioner
392 Creek Rd.
Poughkeepsie, NY 12601

City of Poughkeepsie Administrator
62 Civic Center Plaza
City Municipal Building
Poughkeepsie, NY 12601

City 9-1-1 PSAP
c/o The City of Poughkeepsie Police Chief
62 Civic Center Plaza
City Municipal Building
Poughkeepsie, NY 12601

SEVERABILITY

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.

SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Service Practice Law and Rules ("CPLR"), the City hereby consents to service of process on it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the City's actual receipt of process or upon the County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The City must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. The City will have thirty (30) days after service is complete in which to respond.

CAPTIONS

The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

GENDER

Whenever words of the masculine or feminine gender appear in this Agreement, unless the sense of the sentence indicates otherwise, they shall be deemed to refer to both male or female persons. This construction shall apply to gender indicative suffixes or prefixes as well as to gender indicative words. Whenever the reference is to a corporation, board, body, group, organization or other entity comprising more than one person or to an assemblage of persons or to an inanimate object, the reference shall be construed to be neuter in gender.

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney

Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF POUGHKEEPSIE

Dana Smith
Commissioner, Emergency Response

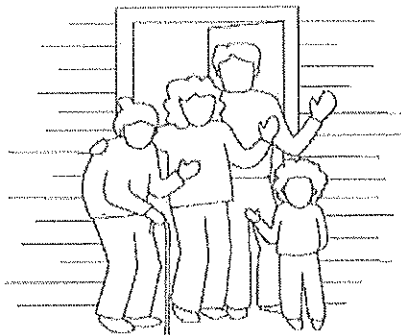
By: _____
Robert Rolison
Mayor

CENSUS 101: WHAT YOU NEED TO KNOW

The 2020 Census is closer than you think!
Here's a quick refresher of what it is and why it's essential that everyone is counted.

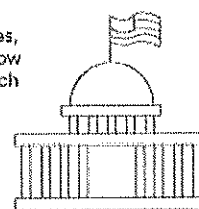
Everyone counts.

The census counts every person living in the U.S. once, only once, and in the right place.



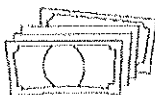
It's about fair representation.

Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.



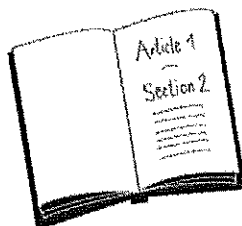
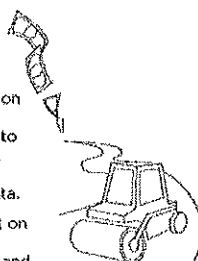
CENSUS 101: WHAT YOU NEED TO KNOW

It's about \$675 billion.



The distribution of more than \$675 billion in federal funds, grants and support to states, counties and communities are based on census data.

That money is spent on schools, hospitals, roads, public works and other vital programs.

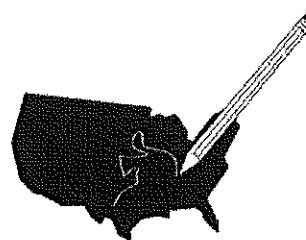


It's in the constitution.

The U.S. Constitution mandates that everyone in the country be counted every 10 years. The first census was in 1790.

It's about redistricting.

After each decade's census, state officials redraw the boundaries of the congressional and state legislative districts in their states to account for population shifts.

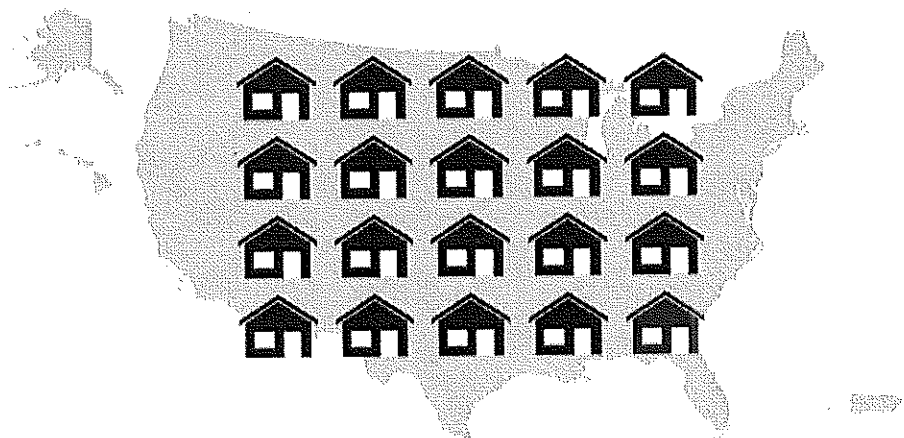


Every household will have the option of responding online, by mail, or by phone.

Nearly every household will receive an invitation to participate in the 2020 Census from either a postal worker or a census worker.



95% of households will receive their census invitation in the mail.



How the 2020 Census will invite everyone to respond



Almost 5% of households will receive their census invitation when a census taker drops it off. In these areas, the majority of households may not receive mail at their home's physical location (like households that use PO boxes or areas recently affected by natural disasters).



Less than 1% of households will be counted in person by a census taker, instead of being invited to respond on their own. We do this in very remote areas like parts of northern Maine, remote Alaska, and in select American Indian areas that ask to be counted in person.

Note: We have special procedures to count people who don't live in households, such as students living in university housing or people experiencing homelessness.

United States
**Census
2020**

WHAT WE WILL SEND IN THE MAIL

On or between	You'll receive:
March 12-20	An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.)
March 16-24	A reminder letter.
	If you haven't responded yet:
March 26-April 3	A reminder postcard.
April 8-16	A reminder letter and paper questionnaire.
April 20-27	A final reminder postcard before we follow up in person.

We understand you might miss our initial letter in the mail.

- Every household that hasn't already responded will receive reminders and will eventually receive a paper questionnaire.
- It doesn't matter which initial invitation you get or how you get it—we will follow up in person with all households that don't respond.

United States[®]
**Census
2020**

The 2020 Census and Confidentiality

Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics—they cannot be used against you in any way. By law, all responses to U.S. Census Bureau household and business surveys are kept completely confidential.

Respond to the 2020 Census to shape the future.

Responding to the census helps communities get the funding they need and helps businesses make data-driven decisions that grow the economy. Census data impact our daily lives, informing important decisions about funding for services and infrastructure in your community, including health care, senior centers, jobs, political representation, roads, schools, and businesses. More than \$675 billion in federal funding flows back to states and local communities each year based on census data.



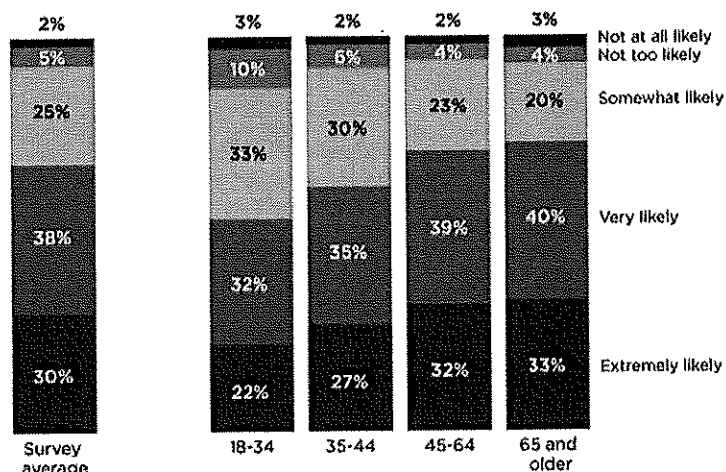
Your census responses are safe and secure.

The Census Bureau is required by law to protect any personal information we collect and keep it strictly confidential. The Census Bureau can only use your answers to produce statistics. In fact, every Census Bureau employee takes an oath to protect your personal information for life. Your answers cannot be used for law enforcement purposes or to determine your personal eligibility for government benefits.

By law, your responses cannot be used against you.

By law, your census responses cannot be used against you by any government agency or court in any way—not by the Federal Bureau of Investigation (FBI), not by the Central Intelligence Agency (CIA), not by the Department of Homeland Security (DHS), and not by U.S. Immigration and Customs Enforcement (ICE). The law requires the Census Bureau to keep your information confidential and use your responses only to produce statistics.

How Likely Would You Be to Fill Out the Census Form?



Notes: All estimates were rounded so that the sum of estimates equals 100 percent.

United States[®]
Census
Bureau

U.S. Department of Commerce
Economics and Statistics Administration
U.S. CENSUS BUREAU
[census.gov](https://www.census.gov)

Source: 2020 Census Barriers, Attitudes,
and Motivators Study (CBAMS)
Public Use Microdata Sample

Dutchess County 2020 Census Complete Count Committee

John Penney, Chairperson of the Dutchess County Complete Count Committee
Jonathan Bix, Executive Director of Nobody Leaves Mid-Hudson
Karen Dipnarine-Saroop, Executive Director of Dutchess County Interfaith Council
Brian Doyle, Chief Executive Officer of Family Services, Inc.
Jennifer Drake, Senior Program Officer of The Dyson Foundation
Danny Hairston, Coordinator of The Family Services SNUG program
Mario Johnson, Project Coordinator of Empire State After-School Extended Learning Time Program, Poughkeepsie City School District
Tom Lawrence, Director of Poughkeepsie Public Library District
Maffy Malaver, Director of ABC Latino
Gabriela Owen, Latino organizer
Eva Woods Peiró, Professor of Hispanic studies at Vassar College
Brian Riddell, Executive Director of Dutchess Outreach
Seema Rizvi, Representative of the Dutchess County Human Rights Commission
Christine Sergent, Executive Director of North East Community Center
L'Quette Taylor, Founder and Chief Executive Officer of Community Matters 2

For more information

Website:

www.dutchessny.gov/Departments/Planning/Census-Complete-Count-Committee.htm

Email: completecourt@dutchessny.gov

United States
Census
2020

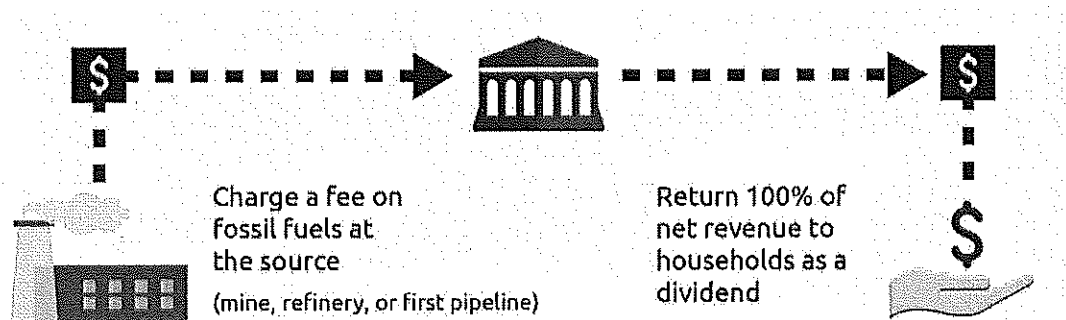


Mid Hudson South Chapter, New York Chapter

Information for Potential Endorsers of HR763

- The Basics of the Energy Innovation and Carbon Dividend Act of 2019 (HR763)
- FAQs on the Energy Innovation and Carbon Dividend Act

Basics of the Energy Innovation and Carbon Dividend Act

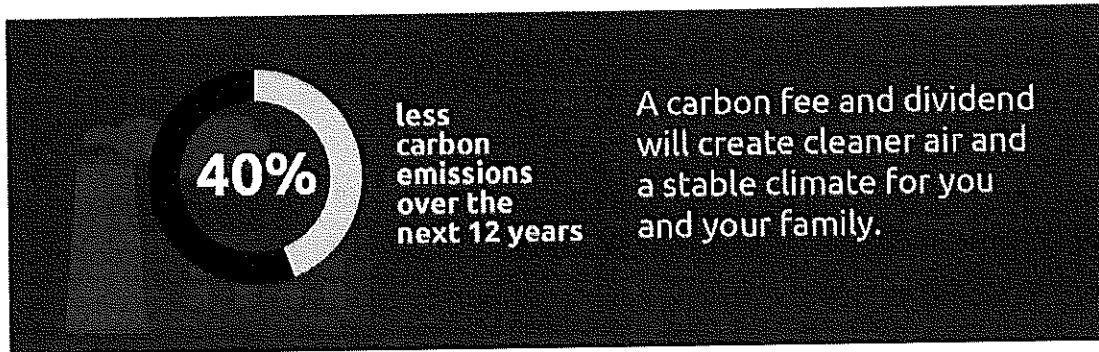


Places a steadily rising fee on fossil fuel emissions and returns the revenue to individuals on an equal basis (a full share for every adult, a ½ share for every child under 18). The **fee** will make clean alternatives the cheapest alternatives (and thus default) and spur private investment in clean technologies. The **dividend** will protect lower and middle income households during the transition, most of whom will see a larger dividend than their increased costs.

To ensure that polluting industries don't just move overseas, a **carbon border adjustment** will apply tariffs on goods coming from countries without an equivalent carbon price. Our largest trading partner, Canada, already has a program very similar to this.

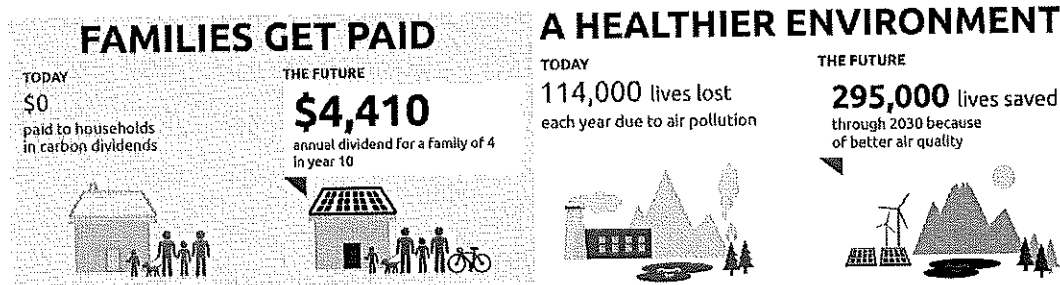
To ensure that the bill is **effective** on its emissions reductions, a year by year required emissions reductions target is set in federal law, reaching 90% (of 2016 levels) by 2050. If targets are not met additional actions are automatically triggered.

Effective



HR763 would cause a dramatic reduction in emissions over the first 10 years, and requires 90% reduction by 2050¹. The claims for the first 10 years have been independently confirmed by Columbia University² and others.

Good for People



In addition to reducing greenhouse gas pollution that drives climate change, transitioning off of fossil fuels has incredible co-benefits. High levels of particulate pollution cause increased lung and heart disease. This impacts are hardest on our most vulnerable communities.

The **dividend** supports a just transition as we pivot our economy away from fossil fuels. The estimated dividend in year 1 are \$27 / month, in year 10: \$122 / month.

For the City of Poughkeepsie this would mean:

- Year 1: ~\$700,000 per month
- Year 10: ~\$3,300,000 per month

¹ All info graphic references contained at - <https://energyinnovationact.org/data-sources/>

² Columbia Center on Global Energy Policy: An Assessment of the Energy Innovation and Carbon Dividend Act
<https://energypolicy.columbia.edu/research/report/assessment-energy-innovation-and-carbon-dividend-act>

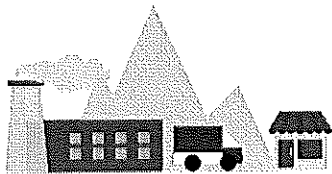
Good for the Economy

JOBS ARE CREATED

TODAY

\$240 billion

in annual costs from
environmental and health
harms of fossil fuels



THE FUTURE

2.1 million

jobs created over 10 years
in local communities

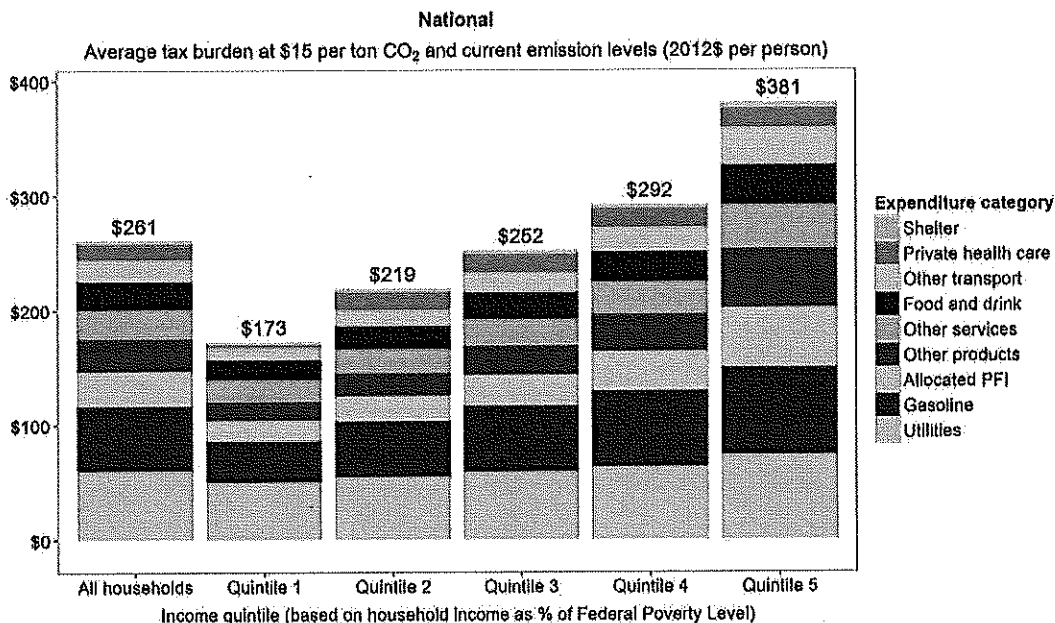


We are currently suffering impacts of climate change that will only get worse the longer it takes us to address the root cause. Locally these will largely be impacts from water: rising sea levels (rising Hudson), extreme rain events taxing drainage and sewage systems, extreme heat events. These have both individual and municipal costs, that will only get worse if we don't address climate change.

The transition driven by both the **fee** and **dividend** will create jobs in clean energy and retrofiting, as well as health care and local services as the dividend allows families to access these.³

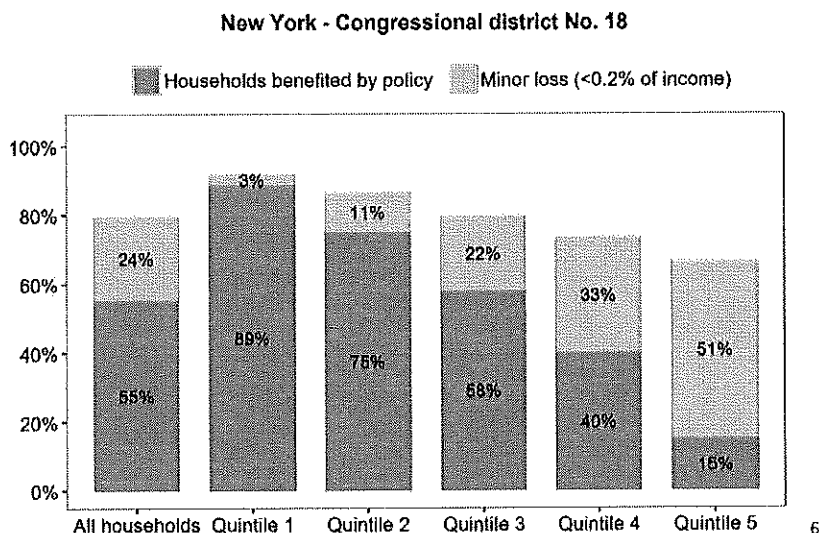
³ REMI Study - <https://citizensclimatelobby.org/remi-report/>

How a Carbon Fee Impacts Households



Economic Quintiles in 2017: 1 (< \$24k), 2 (< \$47k), 3 (< \$77k), 4 (< \$127k), 5 (> \$127k)⁴

On average, only 40-50% of increased prices due to carbon fee are in direct energy, much is in indirect purchasing and the energy embodied in goods and services.⁵ Lower income households consume less energy intensive goods and services.



⁴ Tax policy center - <https://www.taxpolicycenter.org/statistics/household-income-quintiles>

⁵ Household Impact Study - <https://citizensclimatelobby.org/household-impact-study/>

⁶ Household Impact per district modeling

We can also look at which households come out either ahead with with a very minor loss. This data is modelled on the NY-18 congressional district as a whole. Nearly 90% of households making less than \$24,000 will come out ahead in year one, before any changes are made by those households.

Poughkeepsie Specific Impacts

- **Dividend** will inject substantial economic stimulus to City of Poughkeepsie.
- **Fee** will cause rise in fossil fuel costs (gasoline, natural gas, fuel oil) for residents. This cost will be more than offset by dividend for most low and middle income folks.
- Residents will not see increased electricity rates, due to City of Poughkeepsie's enrollment in Community Choice Aggregation which sources 100% renewable electricity
- Poughkeepsie Train Station is a huge asset in a clean economy, with both Metro North and Amtrak ridership poised to dramatically increase in a low carbon economy
- Poughkeepsie's increased mixed use and walkable neighborhoods, and dedicated bike / walk infrastructure support low emissions lifestyle

Frequently Asked Questions

Q: If we put a price on pollution, what prevents the polluters from passing their costs on to individuals?

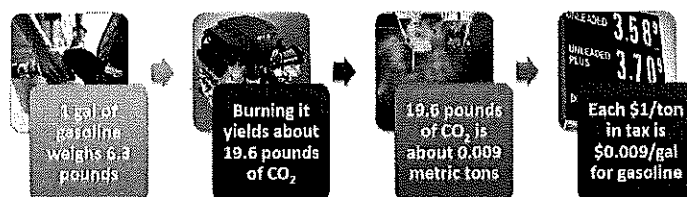
A: Nothing. We do expect polluters to pass most if not all of their increases to consumers. Those who can come up with low carbon alternatives will be able to offer those as lower prices. This is why the **dividend** is important to insulate low and middle income households.

Q: What is the rate of increase of the carbon fee?

A: It starts at \$15 / metric ton CO₂e in year 1, and increases by \$10 / metric ton CO₂e every year until emissions reduction of 90% from 2016 are achieved. The increase is \$15 / metric ton CO₂e in any year that we miss intermediate target goals.

Q: How would this impact the price of a gallon of gasoline?

A: In year 1 a gallon of gas would go up about \$0.13, with a \$0.09 increase each year after that.



Q: How would the dividend be delivered? How often, and by who?

A: The Carbon Fee Trust fund would be administered by the Department of the Treasury. The dividend will be paid **monthly**, starting 1 month before the fee is imposed. For people that already file federal income taxes with direct deposit on file it can be posted automatically, for others they will fill out a simple form to get either direct deposit or monthly checks.⁷

Q: Why return the money as dividends instead of targeted incentives?

A: Historically the benefits of individual targeted clean energy incentives (rooftop solar, electric vehicle tax credit) have largely gone to the top 20% of income earners.⁸ To take advantage of these credits you must have a high tax liability, and often own your own property. A dividend approach is more equitable, and lets each family take the individual actions that will most impact their carbon footprint.

Q: Will the increased income from the dividend push people off income tested benefits such as SNAP, Medicaid, and others?

A: No. For the purpose of means testing benefits the dividend is explicitly excluded.⁹

Q: How does this impact other state or federal laws?

A: It does not preempt any other state laws.¹⁰ One the Federal level it puts a pause on new rules on greenhouse gas emissions from power plants, as long as we continue to meet the emissions requirements lawed out in the bill. If those targets are missed, the authority returns, and the EPA is required to come up with new rules that will get us back under those targets.¹¹

Q: How much support does the bill have in Congress?

A: It was introduced in the house in Jan 2019 with bi-partisan co-sponsors. Since then it has gained 75 co-sponsors, 7 from NY State including Congressman Sean Patrick Maloney (NY-18).¹²

Q: What other municipalities in NY have supported HR763?

A: The villages of Kinderhook, New Paltz, and Rhinebeck, the towns of Marbletown, Plattsburgh, Red Hook and Rhinebeck, the cities of Brockport, Rochester, and Syracuse and Tompkins County are among the communities in New York that have endorsed the bill.¹³

⁷ Dividend Delivery Study - <https://citizensclimatelobby.org/dividend-delivery-study/>

⁸ <https://energyathaas.wordpress.com/2015/07/20/are-clean-energy-tax-credits-equitable/>

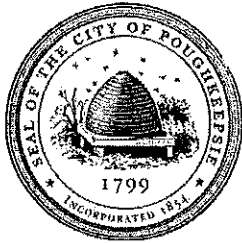
⁹ <https://www.congress.gov/bill/116th-congress/house-bill/763> - Sec 4. Subsection 9512.c.3.C

¹⁰ <https://www.congress.gov/bill/116th-congress/house-bill/763> - Sec 11

¹¹ <https://www.congress.gov/bill/116th-congress/house-bill/763> - Sec 8

¹² <https://energyinnovationact.org/>

¹³ <https://energyinnovationact.org/all-supporters/?opentype=local-governments>



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Tuesday, January 21, 2020 6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- All Present

II. REVIEW OF MINUTES:

Councilmember Cherry: I didn't have a chance to identify, but it was brought to my attention by Ms. Sandow that her comments were not accurately placed on the record, and also that Councilmember Brannen's communication about the land bank was not on the record.

CCM Minutes 1-6-2020						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

NONE

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

Angela Cromartie-29 Lincoln Avenue
Laurie Sandow-South Grand Avenue

Official Minutes of the Common Council Meeting of January 21, 2020

Laurie Sandow comments, Common Council meeting, January 21, 2020 — Pg. 1 of 2

On June 17, 2019, my public comments were illegally interrupted by the Common Council chair, working in concert with councilmembers Salem and Brannen. The interruption on that date was made by citing rules that did not exist, while simultaneously violating Council rules that DID exist, not to mention the N.Y. State and U.S. Constitutions. Further, the Sergeant-at-Arms was issued illegal instruction to escort me from the Council meeting, where I was subsequently arrested and charged with disorderly conduct. Councilmembers Petsas and McNamara applauded the ejection; certain other councilmembers were silent witnesses, speaking not a word of opposition.

At the last Council meeting of January 6, 2020, my public comments were again interrupted by repeat offender, and now-new-Council Chair Salem, again violating the Council's own rules. Again, I was threatened with ejection and arrest.

Never mind that on December 31, 2019, after nearly seven months of court appearances for the June arrest, Judge Mora issued a 10-page decision dismissing the charges in the interest of justice. The last paragraph reads, in part: "In view of the foregoing, while this Court has never granted a Clayton Motion in the years serving its judicial term, dismissal of the charges in the furtherance of justice is warranted here. Indeed, denial of the motion would be such an abuse of discretion as to shock the conscience."

Which leads me to ask: is there a member of this Council whose own conscience is shocked by having violated their oaths of office as an active participant or passive witness to these and other illegal Councilmember activities? Will the repeat offenders, and abusers of elected power on this Council, repay the taxpayers for wasting their money?; will they be remanded to restorative justice practices that address their wrongdoing, and provide restitution for the Council's harm to people, relationships, and community?

Official Minutes of the Common Council Meeting of January 21, 2020

Laurie Sandow comments, Common Council meeting, January 21, 2020 — Pg. 2 of 2

It's ironic that Sarah Salem's own website boasts that Salem has "passed important resolutions lobbying for human rights and protecting citizens from unlawful arrest and undue process in our courts." Yet Salem had a direct hand in my unlawful arrest at the June 17, 2019, Common Council meeting, and at least TWICE, if not more, has had a direct hand in issuing unlawful orders and effectuating undue process at Council meetings.

Lastly, concerning the Council's propaganda boast of "service to the community", three minutes' public comment every two weeks is not a "service" by any stretch of the imagination. In fact, three minutes is a message of contempt to members of the public who attend these meetings out of their own concern and energy. Three minutes to speak to agenda items posted at the last minute, or sometimes never posted at all, is an unmistakable message that the public's input is not wanted and just barely tolerated. I'd like to point out that the minutes of the January 6 Council meeting are incomplete. They do not reflect that my public comments were illegally interrupted by the Chair, nor do the January 6 or January 21 packets include Sarah Brannen's (quote/unquote) "update regarding the proposed Land Bank", a "communication" that has never made its way to print.

Official Minutes of the Common Council Meeting of January 21, 2020

STATE OF NEW YORK: COUNTY OF DUTCHESS
CITY COURT: CITY OF POUGHKEEPSIE

THE PEOPLE OF THE STATE OF NEW YORK,

-against-

DECISION & ORDER
Docket No. CR-3454-19

LAURIE SANDOW,

Defendant.

Defendant has moved by way of Notice of Motion, dated September 3, 2019, seeking to dismiss the information charging her with disorderly conduct in violation of Penal Law § 240.20(4), in the interests of justice pursuant to C.P.L. §§ 170.30 (1)(g) and 170.40(1), and other forms of relief. Defendant's motion is supported by the affirmation of Ryan R. Sharpe, Esq., Assistant Public Defender, dated September 3, 2019, together with Exhibits A-C. The People have responded to defendant's motion by filing an Affirmation in Answer to Defendant's Notice of Motion, of Nicholas J. Gildard, Esq., Assistant Corporation Counsel, dated September 20, 2019, together with two Exhibits ("Rules of Conduct and Procedure: By-Laws of the Common Council of the City of Poughkeepsie for the year 2019," and a video of the incident). Defendant has filed the reply affirmation of Ryan R. Sharpe, Esq., Assistant Public Defender, dated September 27, 2019, in further support of her motion to dismiss and in reply to the People's opposition. Now, upon reading the motion, the supporting affirmation, reviewing the accompanying Exhibits, and the People's opposition, and due deliberation having been held thereon, this Court now determines the motion as follows:

1) Defendant moves to dismiss the information in the interests of justice pursuant to C.P.L. §§ 170.30 and 170.40(1) on the basis that 1) there is a lack of evidence to support the defendant's guilt; 2) the offense alleged is not serious; 3) the impact of a dismissal will be negligible on the safety and welfare of the community; 4) there was no harm done to the Common Council or the members of the public; and 5) the defendant has no prior criminal history or arrests.

In opposition, the People argue that 1) the charge is serious in that it is punishable by up to fifteen (15) days in jail; 2) that there was harm done as a result of the defendant's actions in that the meeting was disrupted, halted, and adjourned for a period of time because the defendant refused to leave; 3) the People dispute the lack of evidence to support defendant's guilt, highlighting that since the defendant refused to cease speaking despite several requests by the Council Chair, it

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
Docket No. CR-3454-19

demonstrates that she intended to cause public inconvenience; 4) the interests of justice would not be served with a dismissal because it would undermine an orderly and efficient meeting, particularly here where defendant was instructed by the Council Chair to stop speaking but repeatedly refused; and 5) the People contend that dismissal would not strengthen the confidence of the public, but would erode away the protections of both the council as a government body and the public at large by rendering rules of procedure meaningless and invite others to disrupt governmental meetings with no consequence.

Criminal Procedure Law §§ 210.40, 170.30(1)(g), and 170.40(1) and *People v. Clayton*, 41 A.D.2d 204 (1973), give a Court the authority to dismiss an information in the interests of justice even though there may be no basis for dismissal as a matter of law, but where it should be dismissed as a matter of judicial discretion by the existence of some other compelling factor, consideration, or circumstance which clearly demonstrates that the conviction or prosecution of the defendant would constitute or result in injustice. *C.P.L. §§ 210.40, 170.30(1)(g) and 170.40(1)*. Although the decision to dismiss an information lies within the discretion of the trial judge, that discretion is not absolute or uncontrolled. *People v. Wingard*, 33 N.Y.2d 192 (1973). The statute states that a court must find some compelling factor, and where a lower court fails to state such compelling factors, dismissal is not warranted. Among the factors to consider both individually and collectively are the following:

- a) The seriousness and circumstances of the offense;
- b) The extent of harm caused by the offense;
- c) The evidence of guilt, whether admissible or inadmissible at trial;
- d) The history, character, and condition of the defendant;
- e) Any exceptionally serious misconduct of law enforcement personnel in the investigation, arrest, and prosecution of the defendant;
- f) The purpose and effect of imposing upon the defendant a sentence authorized for the offense;
- g) The impact of a dismissal on the safety or welfare of the community;
- h) The impact of a dismissal upon the confidence of the public in the criminal justice system;
- i) Where the court deems it appropriate, the attitude of the complainant or victim with respect to the motion;
- j) Any other relevant fact indicating that a judgment of conviction would serve no useful purpose.

C.P.L. § 170.40 (1)(a-j); People v. Rickert, 58 N.Y.2d 122 (1983); *People v. Colon*, 86 N.Y.2d 861 (1995).

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
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In deciding a Clayton Motion, it is not necessary to engage in a point by point catechistic discussion of all the factors, but instead, the court should consider the ten (10) factors outlined above both individually and collectively in judging and balancing between the interests of the individual and those of the state. *People v. Gragert*, 1 Misc. 3d 646 (New York City 2003).

There are a very small number of reported cases where motions to dismiss in the interests of justice have been granted. Weighing each of the factors collectively as outlined in the statute, there are several compelling factors before this Court which demonstrate that the conviction or prosecution of the defendant would constitute or result in injustice which favor dismissal of the matter in the interests of justice. The factors and circumstances presented here make this case one of those "rare" and "unusual" cases that "cries out for fundamental justice beyond the confines of conventional considerations." *People v. Gragert*, 1 Misc. 3d 646 (New York City 2003) citing *People v. Insignares*, 109 A.D.2d 221, 234 (1st Dept. 1985) citing *People v. Belge*, 41 N.Y.2d 60, 62-63 (1976); also see *People v. Arbeiter*, 169 Misc. 2d 771 (1st Dept. 1996).

A. The Disorderly Conduct Charge:

When this Court assesses the first three (3) factors set forth in C.P.L. § 170.40(1)(a-c): seriousness and circumstances of the offense, the lack of harm caused by the offense, and the evidence of guilt, it finds compelling factors supporting dismissal in the interests of justice. C.P.L. § 170.40(1)(a-c).

Defendant was charged with disorderly conduct in violation of Penal Law § 240.20(4), a violation. A person is guilty of disorderly conduct when "*with intent to cause public inconvenience, annoyance or alarm, or recklessly creating a risk thereof: without lawful authority, he disturbs any lawful assembly or meeting of persons.*" Penal Law § 240.20(4).

The People allege that the defendant committed disorderly conduct as follows:

[D]efendant did intend to cause public inconvenience by disturbing a City of Poughkeepsie Common Council meeting, a lawful assembly. The defendant was advised several times by your deponent, who is the Council at Large [sic] and Chair of the City of Poughkeepsie Common Council, to cease speaking during a public speaking portion of the public meeting. The defendant, without lawful authority, was disruptive and continued to speak in a loud voice over your deponent and other members of the Common Council. This continued, prolonged act, caused the meeting to stop and caused public inconvenience. The defendant was then asked several times to leave the building, which she refused to do before she had to be escorted out by the police.

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
Docket No. CR-3454-19

Subdivision four (4) of the disorderly conduct statute is designed to, "protect the right to assembly, and thus interdicts a person, with the requisite culpable mental state and "[w]ithout lawful authority," from disturbing a "lawful assembly or meeting of persons." *People v. Malone*, 156 A.D.10, 13 (2d Dept. 1913); *People v. Albra*, 13 Misc.3d 64 (App. Term, 2d Dept. 2006)(defendant convicted of disorderly conduct under P.L. § 240.20(4) where defendant incessantly raised non-agenda items, and antagonized the town board provoking them to engage in heated discussions thereby disrupting the meeting, when the town board meeting rules only permitted speakers to discuss agenda items); *People v. Spiegel*, 181 Misc. 2d 48 (New York City 1999)(releasing crickets at an auction causing people to scream, climb onto chairs, run to exits, and suspend the proceedings, is a disturbance of lawful assembly); *People v. McDaniel*, 172 Misc. 2d 854 (App. Term, 1st Dept. 1997)(where defendant was convicted of disorderly conduct when he and others ascended an altar, spoke loudly in an effort to drown out the liturgy, and approached and crowded parishioners in protest of an anticipated service); see, *People v. Mejia*, 62 Misc.3d 1205(A)(New York City 2018).

When a public body permits the public to speak at its meeting, it cannot then silence a speaker if a member, or even every member of that body, dislikes the content of that speech. While the government has a significant interest in controlling its agenda and preventing the disruption of public meetings of governmental bodies [*People v. Albra*, 13 Misc. 3d 64 (App. Term, 2d Dept. 2006)], speech at these public governmental meetings for discussion of matters involving public concern is entitled to normal First Amendment protections against "general restriction and *ad hoc* parliamentary rulings by presiding officials." *People v. Albra*, *supra* at 429-30. In other words, even though certain modes of expression may be annoying to others, it does not require that a person forfeit his rights under the First Amendment to make those expressions. *People v. Dupont*, 107 A.D.2d 247, 255-56 (1st Dept. 1985); see *People v. Albra*, *supra*.

Specifically, Article I, Section 8 of the New York State Constitution, provides that, "Every citizen may freely speak, write and publish his or her sentiments on all subjects, being responsible for the abuse of that right; and no law shall be passed to restrain or abridge the liberty of speech or of the press." N.Y. STATE CONSTITUTION, ARTICLE I, Sec. 8. Only a compelling State interest can justify limiting a person's First Amendment freedoms. *People v. Dupont*, 107 A.D.2d 247, 254 (1st Dept. 1985) citing *Cantwell v. Connecticut*, 310 U.S. 296, 307

Official Minutes of the Common Council Meeting of January 21, 2020

People v. Sandow, Laurie
Docket No. CR-3454-19

(1940). A statute, rule, or regulation must be narrowly tailored to further the state's legitimate interest so as not to impede on one's First Amendment rights, otherwise its terms may be found to be unconstitutionally overbroad. *Id.* The regulation "must be carefully drawn so that the deterrent effect on free speech is no greater than is absolutely necessary to foster the compelling interest necessitating the statute. *Id.* Accordingly, annoyance of speech does not authorize those in power of public governmental meetings to "abandon restraint, unleash a stream of invective, and cause the target to be arrested." *People v. Albra, supra* at 429. "[T]he participation in public discussion of public business cannot be confined to one category of interested individuals. To permit one side of a debatable public question to have a monopoly in expressing its views to the government is the antithesis of constitutional guarantees." *People v. Albra, supra* at 430 citing *Madison Joint School Dist. No. 8 v. Wisconsin Employment Relations Comm'n*, 429 U.S. 167, 175-76 (1976); see *Collinson v. Gott*, 895 F.2d 994 (4th Cir. 1990); *Monteiro v. City of Elizabeth*, 436 F.3d 397, 404 (3d Cir. 2006).

Here, assuming arguendo that the allegations in the information are true, the information is facially insufficient pursuant to C.P.L. §§ 100.40, 170.30, and 170.35, and even with the evidence in the motion, nothing supports a charge of disorderly conduct. This, together with defendant's age, lack of criminal history, as well as the decidedly minor extent of harm caused by defendant's alleged actions, together with the circumstances surrounding the alleged offense - which reveal that the City Council failed to apply the Rules of Decorum uniformly making the actions by the government tantamount to suppression of free speech, both of which were followed by punishment of the defendant for speech the government disliked - support dismissal in the interests of justice.

As a preliminary matter, the Common Council for the June 17, 2019 meeting, publicized and distributed a written agenda that provided for public comment on any non-agenda item, to wit: "PUBLIC PARTICIPATION: Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda item." *Emphasis added (Sharpe affirmation, dated September 3, 2019, Exhibit A)*. The Chairwoman invited Ms. Sandow to the podium along with another gentlemen who wished to take part in the "public participation" portion of the meeting. Ms. Sandow offered to let the gentleman speak before her, and he obliged. When it came to defendant's turn to address the Council, defendant read from a prepared statement, and only after she was

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addressed by the Chair to speak. Defendant spoke on a non-agenda item, as was permitted by the agenda. When members of the Council expressed their disapproval of the content of the defendant's prepared statement, they took up arms, certain members deemed the speech impermissible, turned off the microphone silencing her speech, had her removed and arrested. In so doing, the Chair and the Council violated innumerable Rules of the Common Council and defendant's right to free speech.

Importantly, the video supplied by the People establishes that the defendant did not storm into the meeting, but rather waited her turn to be invited up to the table to speak before the Common Council. Defendant began to speak from her prepared statement, but when she was less than a minute into reading it and specifically criticized certain members of the Council, she was immediately met with hostility - catalyzed by members of the Council and the Chair who summarily concluded that her speech was not allowed because it constituted "campaigning." Irrespective of same, defendant flatly disclaimed and outright denied that she was campaigning, and proceeded to read from her prepared statement.¹ Aside from the fact that there is nothing in the Rules supplied to this Court that prohibit campaigning remarks, the Rules also provide that, "No Speaker shall be declared out of order, prevented from speaking or barred from attendance at any meeting because of any disagreement with the Speaker's position or view on any matter, because of the Speakers [sic] identity or because of any disagreement with the content of relevant testimony." *Rule VII (A)*.

In her prepared statement, the defendant highlighted Councilmembers Sarah Brannen's and Sarah A. Salem's recent activities and cited specific alleged unethical behavior. Without a vote, but from what appears to be at the direction of Council Chair Ann Finney, Councilmember Matthew McNamara got up and unplugged the microphone in violation of Rule XVII, which provides that, "*All meetings of the Common Council shall be recorded by means of a audio and/or video recording device,*" thereby effectively silencing defendant's words from being audio recorded and breaching their own mandatory Rules of order and decorum. This "turning-off of the microphones" effectively silenced the entire room from being audio recorded, including all Councilmembers - again in breach

¹ At no point did defendant ask people to vote for a particular person, and even if she had, there is nothing in the Rules that prohibits such remarks.

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of Rule XVII. The video then shows the defendant, who remains seated, continue to calmly speak from her prepared statement into a non-recording microphone. At no point during the silent part of the video does the defendant shake her fists, stand up, or appear threatening. Likewise, the information does not allege such actions by defendant. While the defendant is still seated, the Sergeant-at-Arms stands over her, and at one point defendant is surrounded by the Sergeant-at-Arms, Council Chair Ann Finney, and Councilmember Randall A. Johnson, II. Notwithstanding the fact that she is closely surrounded by three (3) people, one armed with a gun, the defendant remains seated and continues to calmly read from her prepared statement. When the Chair returns to the dais, the Chair is seen on the videotape banging her gavel, but her mouth does not move to indicate words from the Chair's mouth. The defendant is eventually taken by the arm, and escorted out by the Sergeant-at-Arms, removed from the room, and arrested for disorderly conduct, punishable by up to 15 days in jail. Her removal and enforcement of the Common Council's perception of defendant's violation of the Rules were all done without a motion or a majority vote of the Common Council - all in direct violation of Rule VII(2).² As the defendant is escorted out, the video shows Councilmembers Christopher D. Petsas and Matthew McNamara clapping their hands. The microphone is then turned on, and there's a discussion among the Chair and the Councilmembers. Councilmember Natasha Cherry expresses her concern that the Rules of Order and Decorum are not applied all the time or with any uniformity. Councilmember Natasha Cherry states her concern with what appears to be a lack of fairness in applying the Rules of Decorum, and a concern that the Rules only seem to be enforced when it benefits some Councilmembers and not others, to wit: *"If we have rules they have to apply all the time not just when people don't like what someone's saying or not when they are talking about specific people. We have all been attacked up here. . . ."* The Chair acknowledged Councilmember Natasha Cherry's concerns and responds by stating, "Ok, I will come up with something clarifying topics of a campaigning nature to give the Public. . . ." Notwithstanding same, an information charging defendant with disorderly conduct is filed and signed

² Rule VII (2) provides as follows, "The Chief of Police or such member or members of the Police Department as he may designate, shall be Sergeant-at-Arms of the Common Council and shall carry out all orders given by the presiding officer for purposes of maintain[ing] order and decorum at the Council meeting. Any member of the Common Council may move to require the Presiding Officer to enforce the rules upon affirmative vote of a majority of the Common Council."

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by the Chair.

There is no allegation in the information, or evidence in the motion or opposition that the defendant violated the Rules of Decorum which are specifically outlined. The City Common Council Rule VII (4) prohibits shouting, clapping, being unruly, distracting, defaming anyone, intimidating anyone, making personal affronts, lodging threats of violence, using profanity, or behavior that disrupts the orderly conduct of the meeting. In fact, defendant is not alleged to have done any of these things, yet the video shows the meeting disrupted by Councilmembers who unplug the audio recording without motion or authority, reveals Councilmembers clapping when the defendant was removed, and shows them standing imposingly close to her while she was reading from prepared remarks, even though she was invited by the Chair to speak. The information, together with the evidence set forth in the motion and opposition, fails to demonstrate defendant's intent to disturb a lawful assembly - even when this Court looks for inferences it can draw from defendant's actions. Indeed, the most specific allegation in the information was that the defendant, *"without lawful authority, was disruptive and continued to speak in a loud voice over your deponent and other members of the Common Council."* The term "disruptive" is a conclusory term and is not elucidated with facts to draw any inferences. Moreover, a review of the video does not support an inference that the defendant was "disruptive" as that term is described in Rules of Decorum (shouting, clapping, being unruly, distracting, defaming, intimidating, threatening, using profanity, or making any personal affronts).

What is clear is that when certain members of the City Council disapproved of the content of the defendant's prepared statement, they silenced her by disconnecting the microphone and conclusively deemed the speech impermissible. However unsavory the comments were, defendant has a constitutional right to freely speak her sentiments on non-agenda items. The defendant wished to convey a point and irrespective of how unsavory it may have been, she has a right to convey it. The appropriate remedy in this case would have been to wait until defendant exhausted her three (3) minutes to speak on non-agenda items, for the Chair to instruct her to cease speaking, warn her that she may be required to leave the Common Council Chambers if the violation continued, and only if defendant persisted, could she then be removed. See, *Rule VII (7)(a)*. Here, none of this was done or alleged in the information to have been done. The People must demonstrate that the order

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instructing defendant to stop speaking, "had a legitimate basis and that their enforcement of the Rules did not unlawfully inhibit or circumscribe defendant from engaging in constitutionally or statutorily protected speech. *See generally, People v. Albra, supra* at 429 citing *People v. Leonard*, 62 N.Y.2d 404 (1984). In this matter, the Chair instructed the defendant to cease speaking, but never set forth what rule she was violating - other than shouts that she was campaigning (which isn't prohibited) and which defendant flatly denied. Moreover, based upon the audio of the video that could be heard, what she said did not constitute campaigning, nor did the audio support the allegation that defendant spoke in a loud voice. The information filed with the Court, and evidence supported by the motion and its opposition, fail to demonstrate that the government had a legitimate basis to inhibit defendant's speech at this meeting, while also demonstrating that the selective enforcement of the Rules of Decorum actually circumscribed statutorily protected speech.

B. The purpose and effect of imposing upon the defendant a sentence authorized for the offense: The impact of a dismissal on the safety or welfare of the community; The impact of a dismissal upon the confidence of the public in the criminal justice system.

A conviction for disorderly conduct is punishable by up to fifteen (15) days in jail. The defendant is a sixty-six (66) year old woman who has never been arrested or convicted of anything prior to this incident, and there would be no purpose in imposing such harsh punishment, but would have a grave effect on this particular defendant for an offense where there is little harm.

This Court finds that the Common Council had no authority for restricting the comments made by the defendant, and exceeded its authority by censoring the content of her speech when they turned off the microphone, and not only removed her from the meeting, but pressed charges against her. *See Rule XVII, as amended on 3/4/19*. While speakers expressed various viewpoints directed at members of the Common Council that could have been deemed offensive, it was not until Ms. Sandow made her remarks about alleged unethical behavior of specific Councilmembers who took offense, called for a point of order, silenced her speech, had her removed, and then arrested!

The confidence of the public in the criminal justice system will be strengthened if the members of the community can be assured that the Rules of the Common Council are enforced uniformly, and that certain speech, no matter how annoying, will not be punishable by imprisonment because it is speech that offends or criticizes government officials - for this is the antithesis of constitutional guarantees.

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In view of the foregoing, while this Court has never granted a Clayton Motion in the years serving its judicial term, dismissal of the charges in the furtherance of justice is warranted here. Indeed, denial of the motion would be such an abuse of discretion as to shock the conscience. *See, People v. O'Grady*, 175 Misc. 2d 61 (1997). Based upon the foregoing, this Court does not reach the other forms of relief sought in defendant's motion.

THEREFORE, based upon the foregoing, it is **NOW**,

ORDERED, that the defendant's motion to dismiss pursuant to C.P.L. §§ 170.30 and 170.40 is **GRANTED**.

SO ORDERED.

Dated: December 31, 2019
Poughkeepsie, New York


FRANK M. MORA
CITY COURT JUDGE

cc: Ryan R. Sharpe, Esq., Assistant Public Defender
Dutchess County Public Defender
Attorney for the defendant
45 Market Street
Poughkeepsie, NY 12601

Nicholas J. Gildard, Esq., Assistant Corporation Counsel
Corporation Counsel's Office
62 Civic Center Plaza
Poughkeepsie, NY 12601

ENTERED this 31st day of December 2019


LORI L. CONNERS
CHIEF CLERK

Laura Foreman-66 Washington Street
Constantine Kazolias-47 Noxon Street

V. MAYOR'S COMMENTS:

Mayor Rolison: Just to let the last speaker know, we have two tow trucks in the City of Poughkeepsie that we own. A wheel lift and a flatbed that we use.

I would like to recognize some employees tonight, who are retiring and they are here in the audience.

Could I have Charles Bennerman, please come up here.

If everybody wants to come up front, we could all have all the council folks come up.

Charles, good to see you, Sir.

We're going to recognize three employees tonight, Charles is first. So as many of you know, Charles has been here for 21 years. And you started in September of 1998 in the transit system. And then in 2017, you moved over to Building, as a code enforcement officer. It's a great story to this. Charles and I first got to know each other shortly after becoming Mayor. And when we were moving our transit system into the County, Charles was the steward, the shop steward for the transit drivers. And that's where I first had the opportunity to meet Charles. And I will tell you, Charles was a strong advocate for the drivers. Charles was a strong advocate for the riders of the system. And Charles was a strong advocate for the City of Poughkeepsie, in general. And while those were certainly difficult, challenging conversations, and being a former union president, I know how you advocate and defend your membership. And Charles, you did it, and you did it well, and you did it professionally. And because of that, we were able to develop a friendship. And when we made sure that all of the drivers in the system were able to transition into other jobs within city government, Charles went to Building, became a Code Enforcement Officer, and was a darn good one. And we are going to miss you here. I know the team downstairs is going to miss you, because when we started in 2016, we had 3 employees in building, and now it's at 6. And we'll talk about that in a minute, when Gary comes up. So I wanted to say that also to Charles that you served under Collette LaFuenta, Nancy Cozean, John Tkazyik, and me, and we are going and we're going to miss Charles. But the good thing is you got a whole other career in retirement, and do whatever you want to do. And congratulations on your retirement. Wish you the best. And thank you for all you did for the city of Poughkeepsie.

Charles Bennerman: I left my speech at home. But I do thank the Mayor and everybody that had a part in this tonight, was asked to come. And I say, well, do I have to make a speech tonight. The person told me no. Well, I guess I'm making a speech anyway. I appreciate everything and I do appreciate all the certain years that I put in with the bus department. And when I transitioned to the Building Department I

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wasn't exactly sure how that was going to work out. Had to go back to school and learn, and I can't teach old dog new tricks. So I learn pretty fast and I worked under Gary Beck. My first interview with Gary was kind of a lesson for me. And that first interview, I said, wow, I don't think this guy like me. And so I said, well, you know something? I don't like his haircut. Oh. And anyways, I was I was glad I did it. And Gary helped me a lot. He showed me what to do and I learned a lot. And I take when I first came to the Building Department, I barely knew what a picket fence was. And Gary told me, you know something, after a few months on the job, do you know what you are going to be doing every time you drive down a street? You be looking at a building another house. And so I say, yeah, Okay, sure enough, 3-4 months later. That's what I was doing. And I still do today. So I appreciated this award, and I thank you very much.

Mayor Rolison: You're welcome, Charles.

Mayor Rolison: Okay, Gary Beck. Speaking of the Building Department.

So Gary, too, is also retiring after 21 years. And he came to the city of Poughkeepsie in 1998, when he was hired as the City's Deputy Building Inspector. And then in 2010, he was promoted to Building Inspector. And also during that time, he served under Collette LeFuentes, Nancy Cozcan, John Tkazyik and myself. And when I was saying about Charles, so when taking office in 2016, I remember one of the very first days that I was here, Gary brought me down to the 2nd floor, and I'll never forget what he had said. He said, you know, at one point, Rob, there were people in all of these offices. And in 2016 there weren't people in many of those offices. We didn't have a planning department. We didn't have Economic Development. And we had three individuals in Building. And what we were able to do with the help of the Council, and the Financial Restructuring Board when we were starting to get aid from other layers of government to help the city rebuild itself. One of the first areas of concern for all of us certainly was Building, Economic Development, and Planning. And now, obviously, we're going to be short two people here. But we had six in building. Now we're down to four, but we'll get back up to six. But we only had three. And we were able to expand that team with additional Building Inspectors and Code Enforcement Officers and then Planning, the first Planning person down there was Paul Hesse, who was a County employee. The second Planning person was Natalie Quinn, who we were able to bring on with Financial Restructuring Board money, and then Economic Development with Paul with Financial Restructuring Board money. And we saw that second floor get repopulated. And the interesting thing was it was the right time because things were really starting to happen here in the City of Poughkeepsie. And we need a fully staffed second floor, and now we have additional Engineering staff down there. So I think it's really what we've seen in four years. And Gary, you've been part of that. You've managed this whole rebuilding of your team and Building is the ability for the City of Poughkeepsie now to respond to the needs of individuals that live here, that need help with Building and building permits and how to go about doing the right things in their homes when it comes to licensing and inspections and also economic development in planning, everybody working together. So the city

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grows, but it grows the right way. You know, growth is great, but you got to have smart growth and good growth, not just growth for the sake of growing. Gary, you've been a part of that for 21 years. You're going to be missed. We certainly appreciate everything that you've done. But the good thing is, you're still going to be around. You're in the business, and we look forward to future collaborations with you. Thanks, Gary.

Gary Beck: So there's no prepared speech here. There's one thing, Charles, there's more to Charles's story. Trust me, I'll save that for another day. Twenty one years. Holy cow. I can't believe it. I have nothing else to say. Aren't you guys happy? That's it.

Mayor Rolison: Thank you, sir.

Mayor Rolison: So none of this would be possible. Would you try to grow government, as we did down the second floor with Gary and his team in planning and Paul and Natalie and the other Paul. Engineering enriched the pelican. Bring it back. You got to have a strong fiscal base to do all this, right? You don't have a fiscal base. And if you don't have your fiscal house in order, you can't ask for other individuals to help you attain that goal. So after getting elected in 2015, and being confronted with, as someone coming into office trying to build a team, and figuring out who would be able to come in and do certain tasks. We got lucky. Right off the bat. And a few people had said to me, you should talk to a guy named Bill Brady. And I kind of knew Bill, I met him in the past. But he had a career in Beekman. He had a career in La Grange. He had been here in the City of Poughkeepsie, some years ago, but had gone on to those other municipalities. So and I think it may have been Ronnie Knapp that told me that because Ronnie was going to be the Acting City Administrator at the same time, he was going to be the Chief of Police. And so I remember meeting Bill at the Palace Diner. We had I'm pretty sure it was breakfast and was breakfast or lunch.

Bill Brady: It was grilled cheese. So I must have the lunch.

Mayor Rolison: And I had said to Bill, you know, would you consider coming back, you know, in an acting capacity as Finance Commissioner, as we started our national searches for City Administrator and City Finance Commissioner. And Bill said, yes, but I don't want to overcommit myself. I'm really looking forward to being retired and doing things, and playing more golf, and spending time with Roberta and his family and grandchildren. And I said, no, I mean, you know, we're going to get it. We're going to get a Finance Commissioner in here at some point, Bill, and you can help transition that person in. So when actually Bill why don't you come on up here because you're listening to me from there, you should be standing up here. Yeah, he did. So, Bill comes on and we immediately got to the task of figuring out what our finances were. And the great thing was, was that so many people. Said, Hey, Bill Brady is back. Bill had his relationships with the people in finance and that right off the bat was very calming for all of us and especially me and Ronnie and others, that we knew that we had a steady hand down on the first floor. And then we started to

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work on Financial Restructuring Board initiatives where the city had put an application into the FRB in 2015. It wasn't acted upon. We reengaged Albany. They said send it back up. We sent the backup. We had a meeting in Albany. Bill was present for that. We had the Fiscal Advisory Group that Bill was part of. And we were said the FRB said, hey, we're going to take the city on as a client, which gave us the ability to apply for up to 5 Million dollars in aid. We applied for 3 Million. We got 3 Million. At the same time, Bill was looking at Finance and figuring out, you know, how we could retool finance. We had the Finance Commissioner, Marc Nelson. We had Deb McDonald up here as a City Administrator. And Bill was acting in the capacity of helping Marc transition into his job. So then, Deb McDonald wanted to leave to go to Ossining, and we were faced with a decision to make. Well, now what do we do? And it was an easy decision to make Marc Nelson, the Finance Commissioner, now and the City Administrator. And then I went to Bill and essentially said, well, you know, those plans, and try to transitioning out, would you consider really transitioning in as the Finance Commissioner? And I think besides Bill's commitment to the city of Poughkeepsie and living in the city of Poughkeepsie for many years, he and Marc had developed a really great relationship and Bill had really developed a great relationship with members of the council system, with the Finance Committee. There was a team built that I don't think Bill wanted to walk away from. And he didn't even hesitate. And he said, okay, but, you know, at some point in time, I do want to go. I mean, I do want to do the things that I said that I wanted to do when you first talked to me in 2015. So now here we are. We you know, fast forward to 2020, and with the Council's help, a lot of this is so important because we got a Budget Analyst position that we didn't have before. You helped us create our H.R. department. Bill says to me, there's this guy, Brian Martinez. He's one of the. You know, I've interviewed him. He's just there. He's very talented. I think we should hire him. And we did. And Bill said, you know, at some point in time, I'm going to go and we should consider Brian for Finance Commissioner. And Bill wants to go. We consider Brian. Brian is going to be the Finance Commissioner. And Bill gets to transition out like he wanted to do back in 2017. And Bill is going to stay on for a while, in a part time capacity, to help on things. And we talked just the other day about we still have additional money to access from Albany, The FRB. And Bill's relationship with Tim Ryan of the FRB really helped us get that first three million. And now we're going to work on engaging Albany again. But I could go on and on Bill, and I and I don't want to because there was a meeting to have tonight with the council. And I think we're going to plan something to have future accolades given to you in the next few weeks. But really, what you were able to do in the first four years of coming back here and working with everyone in that collaborative, and team approach that was the best part. You know, Bill was downstairs, he was upstairs, he was downstairs, and he was upstairs. The team was all of us, especially with the city Administrator and the Corporation Counsel and Councilmembers, again, getting back to the Finance Committee. That's how we with Bill at the helm were able to turn the City in the right direction. And again, it would not have happened, Bill, if you hadn't said okay over that grilled cheese sandwich in 2015, because really, I don't know what we would have done if you had said no, we would have gone someplace else and maybe we would have been okay. But my feeling was in talking to enough people that

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was the right decision. And you gave us the right answer. And we want to thank you very much. And I know just a couple quick things in there. So you are going to officially retire from full-time service on the 31st of January 2020, and that's from your distinguished role as a commissioner of finance to spend more time with his wife, Roberta. She is here. His son Michael is here. So, your two children and your three grandchildren. Well, deserved, Bill Brady, well-deserved. And the good thing is you're not going too far. And that makes us all feel really good. So I'm going to give you this and I'm going to give you this. Thank you, sir.

Bill Brady: Thank you very much. So, first of all, let me say it's been an honor and a privilege to serve you and your Administration over the course of the last four years. I said this in a couple of weeks ago in a Department Head Meeting. And I'll reiterate it. I have had the pleasure of picking being a part of the picking of my two successors. Gentlemen sitting over here to my left, Marc Nelson and now Brian Martinez, sitting there in the front row. And I and I mean this when I say I think there's probably my two greatest accomplishments for the city. I also thank the Council for the courtesy that you've always shown me. It's been a pleasure working with you. It's been a pleasure working with the Department Heads. I think we've all been a key part of your team, every single person is a Department Head. Two people who are not here tonight that I'd like to thank and give a special mention to, especially for their continued guidance over the four years that I've been here. Regina Pittman and Karen Sorrell, the Human Resource Director and my Deputy Commissioner of Finance. So with that, I'll say thank you and I'll turn it back to you.

Mayor Rolison: Thank you. Bill. I just wanted to say also, too. We have one more retirement. He could not be here tonight. Mike Ianello is retiring after 20 some plus years as the head of our Central Garage, up at DPW. So we wish Mike well as well.

VI. CHAIRPERSON'S COMMENTS AND PRESENTATIONS:

Chair Salem: Thank you, Mayor. Congratulations to all of those retiring, and to those incoming. Brian, we're looking forward to working with you in Finance.

And now I will continue to Chairperson's comments.

So at our last Common Council Meeting on January 6th, we passed a Resolution in 20-11, which was a New York State Locality Resolution expressing opposition to the Danskammer Power Plant build out proposal, which is a Memorializing Resolution. And it is a sentiment that us, as a local municipality can choose to send up to the state, to encourage them to do one thing or cannot do one thing. And so that's what we did in the case of the Danskammer Fracked Gas Power Plant.

The following week, I received the letter from the Vice President of Public Affairs for Danskammer, expressing her remorse over the passage of the Resolution, and citing disappointment that I did not contact them so that they could give me the facts on their proposed frack gas build out before bringing the resolution to the floor. I welcome dialogue, and I plan to engage with her, if not only to express that to me the facts are crystal clear, and that is we need to end our reliance on fossil fuels, and that there are a number of alternative

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models that could have been investigated by the folks at Danskammer in order to make this swift transition. The Danskammer build out does not even attempt that. Natural gas comes from fracking and fracking wreaks havoc on our ecosystem. As I stated at the January 6th meeting during the introduction of the Resolution, the Danskammer plant build out will release a significant increase in air pollutants locally and regionally that will negatively impact the health of City of Poughkeepsie residents. Natural gas fired power plants also releases radon, which is a naturally occurring radioactive material, and it is the leading 2nd leading cause of lung cancer in the United States. So, you know, in addition to the increased carbon gas emissions, methane emissions, which are even more dangerous than carbon dioxide. And so I'm proud, actually, that the City of Poughkeepsie, and the Common Council voted in favor of sending up moralizing resolution in opposition to the Danskammer power plant and join the ranks of Kingston, New Paltz, Rosendale, Beacon, Cold Spring, Phillips town, and the city of Newburgh. And you know, I expect that it might not land well with those who operate the facility.

Second, a comment on a matter that has been before a few different boards here in the City of Poughkeepsie, and that I know that members of the public and members of the Council are or have been waiting in anticipation to learn more about.

And that is the development proposed for 36 North Clover Street. We did receive an appeal from Pelton Partners LLC, and they're appealing us, the Council, to decide whether or not the decision of the historic district in Landmark Preservation Commission as it relates to the proposed development authority, 36 North Clover Street, which is the site of Pelton Manor, is sound. And so now it is up to us, the Common Council, to decide to either uphold the decision of the HDLPC or to issue, an override. And so in that process of our determination, we will review the record that has been created through the HDLPC's review of the project. We will use the same criteria that the board regularly uses to issue or not issue a Certificate of Appropriateness, and understand the decision that the commission came to, according to their interpretation, to the best of our ability as the common council. The record is dense, and so we'll likely need around two weeks to digest it. Once we are able to review all the pieces that I mentioned above, we plan to call two special meetings. At the first meeting, the HDLPC and Pelton Partners LLC will each have an opportunity to give testimony, and will have an opportunity to answer questions from us. Then we will have a public comment period where members of the public will have an opportunity to comment on the on the criteria used by the commission, and the criteria alone. And then the meeting will be conducted like a hearing, like a legislative hearing. It will have special rules. And at the end of that meeting, we will adjourn to a date specific, which will be the second meeting that we will hold. That would be another special meeting. At the second Special Meeting, we as the council, after having convened and after having been able to digest the information that we were able to gain from the first meeting will make comment and we will offer our determination. And so we can expect to see meeting dates, times, the rules and much more information available soon, and will occur within the next three to four months, or so. And that information will be announced here in the common council chambers. It will be available on our website, Cityofpoughkeepsie.com, Facebook and by any other means necessary.

And that concludes my comments.

VII. REPORTS OF COMMITTEES AND BOARDS:

NONE

VIII. MOTIONS AND RESOLUTIONS:

Chair Salem recused themselves from Resolution R20-12, due to a conflict of being a member of the Board of the Mid-Hudson Heritage Center d/b/a Fall Kill Creative Works.

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

**R E S O L U T I O N
(R20-12)**

INTRODUCED BY COUNCILMEMBER MENIST

WHEREAS, the City of Poughkeepsie is the owner of property located at 635 Main Street more commonly known as the Glebe House; and

WHEREAS, since 2016 the Glebe House has operated as a cultural center and historic building by the Mid-Hudson Heritage Center d/b/a Fall Kill Creative Works; and

WHEREAS, the current license agreement with Mid-Hudson Heritage Center d/b/a Fall Kill Creative Works has expired and the parties are desirous of renewing the agreement for an additional three (3) years; and

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

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby approves the renewal of the License Agreement in form and substance as attached hereto; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into an amended license agreement for the above mentioned operation provided such agreement contains the terms contained herein together with such other terms and conditions which the Mayor, the City Administrator and 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 LORRAINE JOHNSON

LICENSE AGREEMENT, made this ____ day of January, 2020, **BETWEEN** the **CITY OF POUGHKEEPSIE**, a municipal corporation, organized and existing under the Laws of the State of New York, having its principal office at Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter referred to as the **"LICENSOR"**, and **MID-HUDSON HERITAGE CENTER, INC. d/b/a FALL KILL CREATIVE WORKS**, having its principal office at 485 Main Street, Poughkeepsie, New York 12601, hereinafter referred to as **"LICENSEE"** for use of the premises located at 635 Main Street, Poughkeepsie, New York.

WITNESSETH:

LICENSOR hereby licenses to the **LICENSEE** the use of following premises for the following purpose:

The Building at 635 Main Street (The Glebe House)

WHEREAS, the **LICENSOR** is the owner of the premises located 635 Main Street in the City of Poughkeepsie, New York; and

WHEREAS, **LICENSOR** desires to use the premises for educational and cultural visitor center and make the same available to the public using this premise; and

WHEREAS, **LICENSEE** desires to operate and manage the aforesaid visitor center; and

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 visitor center at the premises located at 635 Main Street Poughkeepsie, New York. 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.

This agreement shall be for a term of three (3) years to commence the day this Agreement is fully executed and continuing three (3) years therefrom to be used and occupied by **LICENSEE** for educational purposes upon the following terms, conditions and covenants.

2. The **LICENSEE** shall pay the annual rent of \$1.00 due at the execution of this agreement and annually upon the automatic renewal of the license term as set forth above.

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3. The term of this license agreement shall be for three (3) years unless terminated earlier by LICENSOR at its sole discretion.
4. It is understood that **LICENSEE**, upon taking occupancy of the Premises, will be operating a visitor and cultural education center. Licensee's use of the premises, and this agreement, is subject to all applicable governmental law, rule and regulation concerning the operation of such a facility. **LICENSEE** shall be solely responsible for complying with all such laws, rules or regulations at its sole expense. In the event that **LICENSEE** is unable to or does not comply, then this license agreement shall terminate upon thirty (30) days notice to Licensee.
5. The **LICENSEE** shall take good care of the premises and shall, at its own cost and expense, keep the interior of the premises neat, clean and orderly; and at the expiration of the term, **LICENSEE** shall deliver up the premises in good order and condition, normal wear and tear excepted. Nothing in this article or elsewhere in this agreement shall imply any duty upon the part of **LICENSOR** to do any work; and performance thereof by Licensor shall not constitute a waiver of Licensee default in failing to perform the same.
6. The **LICENSEE** agrees to be responsible for payment for electricity, water, sewer, garbage, maintenance and repair of the premises. **LICENSOR** shall not be liable for any failure of water supply, gas or electric current, nor for any injury or damage to any property or any person or to the Premises caused by or resulting from the lack of such utility.
7. The **LICENSEE** shall be liable and responsible for any and all utility and heating costs attributable to the building and its operation thereof. **LICENSEE** shall further obtain its own service contracts in connection with such systems located upon the subject premises.
8. The **LICENSEE** shall provide for all standard painting, maintenance and repair work for both the interior and exterior of the premises. The **LICENSOR** will consult with the **LICENSEE** concerning the execution and funding of any and all restoration projects and capital improvements as such projects and improvements are desired by the **LICENSEE** or necessary to comply with state and local building codes and historic preservation laws. All work will comply with the Secretary of the Interior's Standards for Restoration, consistent with the property being listed on the National Register of Historic Places and such standards as are imposed on the premises by reason of its landmark status under local law.

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9. The **LICENSEE** shall maintain the lawn and trees on the premises in good condition. The **LICENSEE** shall neither encumber nor obstruct the sidewalks around said premises; and **LICENSEE** will keep the same free and clear from ice and snow. **LICENSEE** shall be responsible for arranging for garbage collection for the premises.
10. The **LICENSEE** shall carry liability insurance in the sum of \$1,000,000.00 and also fire insurance and shall cause the **LICENSOR** to be named on policies as "named insured". Said insurance shall be maintained during the entire term of this Agreement.
11. **LICENSEE** acknowledges that it is fully familiar with the Premises and the physical condition thereof. **LICENSEE** accepts the Premises in the existing condition and state of repair, and **LICENSEE** agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of **LICENSOR** in respect of the Premises, the physical condition thereof, or the use that may be made of the Premises, that **LICENSEE** have relied on no such representations, statements or warranties, and that **LICENSOR** shall in no event whatsoever be liable for any latent or patent defects in the Premises.
12. **LICENSEE** is responsible for compliance with current and future historic preservation requirements arising from the historic preservation law (as amended from time to time) of the City of Poughkeepsie. This includes the requirement that the owner of a landmark building must obtain a certificate of appropriateness and comply with design and material requirements imposed by the Historic District and Landmark Preservation Commission for any repairs, maintenance, alterations, and restoration of the landmark Glebe House.
13. **LICENSEE** is fully responsible for making application to the Historic District and Landmark Preservation Commission for all permits and approvals necessary under the local historic preservation law and for costs of compliance with rulings of the Commission and conditions of permits and approvals.
14. **LICENSEE** is fully responsible for complying with all laws, state and local, regulating the use of the Glebe House, including the state law that public park land must be used for public park purposes, unless approved for non-park use by the state legislature.
15. **LICENSEE** hereby indemnifies and holds **LICENSOR** harmless from and against any liability arising from **LICENSEE'S** negligent acts, omissions or errors in connection with its activities under this agreement. **LICENSEE** covenants and promises that it shall be solely responsible for providing coverage to the personnel employed hereunder for Disability and for Worker's Compensation.

16. **LICENSEE** shall provide to **LICENSOR**, at **LICENSOR'S** request, such supporting documentation as **LICENSOR** shall reasonably require, and evidencing **LICENSEE's** compliance with the terms of this agreement.
17. The **LICENSEE** shall not permit sub-occupancies in the within premises or any part thereof or make any alterations on the premises without the **LICENSOR'S** consent in writing; or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture.
18. The **LICENSOR**, its agents or representative, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of inspecting the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof and also for the purpose of providing heat to said premises if the **LICENSEE** has not made necessary repairs. In addition, the Building Inspector may make routine inspections of the building upon reasonable notice to **LICENSEE**.
19. In the event structural repairs in excess of Ten Thousand (\$10,000) Dollars become necessary by fire or other casualty damage or loss in excess of \$10,000 occurs during the term of this Agreement, and **LICENSEE** fails to make such repairs after demand by **LICENSOR** to make such repairs, the **LICENSOR** shall have the sole option to repair or instead may elect to terminate this Agreement upon ninety (90) days written notice to the **LICENSEE** and charge the cost of repairs, to **LICENSEE** as additional rent. Upon receipt of such notice, the **LICENSEE**, within thirty (30) days from the date thereof, may elect to make such repairs costing in excess of \$10,000 at its own cost and expense and in the event they notify the **LICENSOR** of such election in writing, this Agreement shall continue for the term hereof. The structural repairs as used herein shall include all repairs commonly designated as structural and shall be inclusive also of the heating system, plumbing system and electrical wiring, and further, that the **LICENSOR** shall not be responsible to **LICENSEE** for any damages caused by any failure thereof.
20. 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**.
21. Either the **LICENSOR** or the **LICENSEE** in actual occupancy may cancel this Agreement upon notice in writing given and delivered ninety (90) days prior to the

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effective date of cancellation. Such notice may be hand-delivered or transmitted by registered mail, return receipt requested, to the address of the parties set forth in this Agreement or otherwise as the parties may from time to time designate in writing.

22. If default be made in any of the covenants herein contained, then it shall be lawful for the **LICENSOR** by summary proceeding to terminate, repossess, re-enter and occupy, with **LICENSEE** responsible for **LICENSOR'S** costs of enforcement.
23. **LICENSEE** at the expiration or sooner termination of this license shall quit and surrender the licensed premises and all property thereon.
24. This instrument shall not be a lien against said premises, and **LICENSEE** shall not create or permit to be created any lien, encumbrance or charge upon the Premises or any part thereof or the income there from, except as otherwise provided herein, and **LICENSEE** in no event shall suffer any other matter or thing whereby the estate, rights and interest of **LICENSOR** in the Premises or any part thereof might be impaired, except as otherwise provided herein.
25. The failure of the **LICENSOR** or the **LICENSEE** to insist upon a strict performance of any of the terms conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the **LICENSOR** or **LICENSEE** may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.
26. The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon its respective successors and assigns.
27. Should **LICENSEE** find itself unable to comply with any obligation of this license agreement, **LICENSEE** should consult with the appropriate City agency to identify available means of avoiding default.
28. This document represents all of the agreement between the parties and may not be changed or amended unless in writing and signed by both the parties hereto. This agreement may not be assigned by either of the parties, without the consent of the other, which consent may be withheld in the sole discretion of the party.

IN WITNESS WHEREOF, the parties have or caused these presents to be executed by their respective officers on the day and year first above written.

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CITY OF POUGHKEEPSIE

Mid-Hudson Heritage Center, Inc.
d/b/a Fall Kill Creative Works

By: _____
Mayor Robert Rolison

By: _____
Kate Mitchell, Executive Director

R20-12						
			Yes/Aye	No/Nay	Abstain	Absent
☐ Accepted ☒ Defeated ☐ Tabled	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☐	☒	☐	☐
	Councilmember Cherry	Voter	☐	☒	☐	☐
	Councilmember R. Johnson	Voter	☐	☒	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☒	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☐	☐	☐	☐

IX. ORDINANCES AND LOCAL LAWS:

**THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED "TOWING OF VEHICLES FROM PRIVATE PROPERTY"
(O-20-01)**

INTRODUCED BY COUNCILMEMBER PETSAS

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

SECTION 1: Section 13-309.1 of Article XX of Chapter 13 of the City of Poughkeepsie Code of Ordinances entitled "**TOWING OF VEHICLES FROM PRIVATE PROPERTY**" is amended as indicated in the proposed ordinance attached hereto.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____.

Article XX

Towing of Vehicles from Private Property

Section 13-308 **Statement of policy.**

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 1; Ord. of 5-29-2001, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) The City of Poughkeepsie Common Council has received numerous complaints asserting abusive business practices by persons engaged in the towing of vehicles from private property. Without limiting the generality of the preceding statement, the City of Poughkeepsie has received complaints asserting that vehicles are towed without proper notice or warning, that vehicles are towed notwithstanding the presence of owners or operators of vehicles who are willing and prepared to voluntarily remove the vehicles from the private property on which they are parked, that fees imposed for towing are excessive, that vehicles are towed to storage locations without identification of the storage location by the person undertaking the taking and that persons undertaking the towing have improperly demanded releases from liability as a condition of physically returning possession of the vehicle to the owner or operator of the vehicle. In response to these numerous complaints, received over a long period of time, the City of Poughkeepsie desires to establish certain minimum standards for towing of vehicles from private property so that such towing may take place in a manner that is not abusive.
- (b) Complaints to the City have continued despite the original enactment of this ordinance in 1994. The City has received ongoing complaints from consumers that insufficient signage is posted in parking lots indicating that vehicles would be towed if they were improperly parked or that towing personnel were abusive and unresponsive. The largest portion of these complaints concern the towing of motor vehicles from private parking lots serving stores and other business establishments. The City therefore desires to further regulate towing services and solicitation through licensing of towing businesses operating in the City for the purpose of safeguarding the public against fraud and abusive and improper towing practices since the towing of vehicles allegedly improperly parked on private property is a matter that affects the public interest, peace, health, safety, welfare and good order of the City of Poughkeepsie and its inhabitants.
- (c) The City of Poughkeepsie Common Council finds that, since the original enactment of this ordinance in 1994 and its amendment in 2000, much of the aforesaid abusive and improper towing practices are now being pursued in connection with the immobilization of vehicles allegedly improperly parked on private property. The Common Council hereby finds that this is also a matter that affects the public interest, and the peace, health, safety, welfare and good order of the City of Poughkeepsie and its inhabitants.
- (d) The City of Poughkeepsie Common Council finds that, as of August 2004, the abusive, unscrupulous and predatory practices referred to hereinabove continue, and that the

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provisions of this article have not proven to be sufficiently effective to provide adequate protection for the consumer against unscrupulous and abusive business practices and conduct by those engaged in the booting business. The Common Council finds that possibly the only legitimate purpose to be served by the practice of booting is to serve as a deterrent against improper parking on private property. It has come to the attention of the Common Council that it has become common practice to immobilize an allegedly improperly parked vehicle within moments of the vehicle's arrival at the scene. Appropriate business practices should include giving adequate warning to the general public of the consequence of improperly parking on private property, and giving an opportunity to promptly correct an otherwise innocent mistake. The Common Council hereby finds that the costs associated with booting are much lower than for towing and that the presently authorized fee is unduly and disproportionately punitive in comparison to the offense given: an authorized fee nearer to the fines imposed for improperly parking on public street will adequately compensate the parking facility operator while still providing an adequate deterrent to improper parking on private property. The Common Council hereby finds that, in order to properly protect the public health, safety and general welfare, it is necessary to strike an appropriate balance between private property interests and the public interest of protecting consumers from unscrupulous, abusive and predatory business practices.

Section 13-309 **Definitions.**

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 2; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1; L.L. No. 2-2005, 2-7-2005, § 1; Ord. No. O-10-36, 12-20-2010, § 4]

For purposes of this article, the following terms shall have the following meanings:

BOOTING COMPANY or BOOTING OPERATOR

A person engaged in the business of immobilizing vehicles improperly parked on private property.

IMMOBILIZATION or BOOTING

The use of any method, manner, mode, device or artifice, whether or not affixed to a motor vehicle, with the intent to and which has the effect of preventing either the moving of a motor vehicle by its normal mode of operation or preventing the departure of the motor vehicle from the real property on which it is then located. For purposes of this article, the term "immobilization" shall be deemed to include the act of removing the immobilizing device or the discontinuance of the immobilization. The term "booting" shall be deemed equivalent to the term "immobilization." This term shall not apply to mechanical gates located at the entrance or exit of any lot.

OWNER

A person who owns, leases or has control of one or more tow trucks operating for hire within the City of Poughkeepsie.

PARKING LOT or PRIVATE PARKING FACILITY

A parcel of land or a portion of a parcel of land used for parking motor vehicles belonging to visitors, customers or residents of nearby businesses or properties, and/or parking for hire on a monthly or periodic basis.

PERSON

An individual, partnership, corporation, unincorporated association or any other entity.

PERSON IN CHARGE OF VEHICLE

The registered owner, or one who has legal authorization of the registered owner to operate such vehicle.

PRIVATE PARKING FACILITY OPERATOR

Any person or persons who own, lease or control one or more private parking facilities in the City of Poughkeepsie.

TOWING

The moving of a vehicle where a fee, charge or other consideration is directly or indirectly imposed for such moving or where the towing service is performed by a person engaged in the business of towing vehicles.

TOWING COMPANY or TOW OPERATOR

A person engaged in the business of offering towing services whereby motor vehicles are moved by use of a motor vehicle designated or adapted for that purpose.

TOWING LICENSE

A license issued pursuant to this section permitting a person to tow motor vehicles for hire from private property within the City of Poughkeepsie without the motor vehicle owner's consent.

TOW TRUCK

A vehicle used for towing usually equipped with a crane, winch, tow bar, push plate or other device designed to pull or push a vehicle or to raise a vehicle or the front or rear end thereof or a flatbed tow truck.

VEHICLE

A motor vehicle as defined in § 125 of the Vehicle and Traffic Law, a tractor as defined in § 151-a of such law or a trailer as defined in § 156 of such law.

Section 13-309.1 Applicability.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) The provisions contained within this article are applicable to the towing or immobilization of vehicles improperly parked on private property. The phrase "improperly parked on private property" means vehicles parked on private property without the consent of the owner or person in charge of the private property. Consent includes actual consent and

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consent created by operation of law.

~~(b) Notwithstanding the foregoing, the provisions of this article shall not be applicable to the towing of a vehicle in the following circumstances~~

- ~~(1) The towing of a vehicle that has been continuously present on private property without the consent of the owner or person in charge of the private property for more than 24 hours; or~~
- ~~(2) The towing of a vehicle that has been parked on private property in a location that blocks a driveway, lane, alley or other place intended to give passage to other portions of the private property or to give passage to or from the public way; or~~
- ~~(3) The towing of a vehicle that has been parked on private property in a location and at a time that interferes with garbage or refuse collection; or~~
- ~~(4) The towing of a vehicle that interferes with snow removal; or~~
- ~~(5) The towing of a vehicle that interferes with paving or construction activities, provided that a twenty-four hour notice has been given or conspicuously posted; except that the provisions of Section 13-311(c), (e) and (f) shall apply to any such towing.~~

Section 13-310 Warning signs required.

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 3; Ord. of 5-29-2001, § 2; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

In order to comply with Sections 13-311 and 13-314, all of the following requirements must be satisfied:

(1) Location and description of signs.

- a. A warning sign must be conspicuously posted within 15 feet of each curb cut that gives vehicular access to the private property facing in each authorized direction of travel upon the abutting public highway. The bottom edge of each such sign must be not less than seven feet above grade level. Each of such warning signs must meet one of the two following descriptions as appropriate:
 1. If the warning sign is located on property that is zoned under Chapter 19 of this Code as R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A, R-5, R-6, PRD, O-R, or H-M, the said sign must be 24 inches high and 18 inches wide, surrounded by a black border 1/2 inch wide, and must exclusively contain the following content: the words "WARNING" and "PRIVATE PROPERTY" in all red, boldface, capital block letters 2 1/2 inches high upon a white background, a depiction in silhouette of a tow truck 4 1/2 inches high and the phrase "Unauthorized vehicles will be towed" in black block letters two inches high upon a white background, and the word "booted" must be added to or substituted for the word "towed"

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where appropriate;

2. If the warning sign is located on property that is zoned under Chapter 19 of this Code as C-1, C-2, C-2A, C-3, I-1, I-2, T, or W, the said sign must be 30 inches high and 24 inches wide, surrounded by a black border 1/2 inch wide, and must exclusively contain the following content: the words "WARNING" and "PRIVATE PROPERTY" in all red, boldface, capital block letters four inches high upon a white background, a depiction in silhouette of a tow truck six inches high, and the phrase "Unauthorized vehicles will be towed" in black block letters 2 1/2 inches high upon a white background, and the word "booted" must be added to or substituted for the word "towed" where appropriate; and
 - b. An informational sign not less than four square feet and not more than eight square feet that provides the following information in legible block letters:
 1. In the case of towing, the name, street address and telephone number and the license number of the private parking facility operator and the tow operator, the street address where vehicles will be impounded, the method of redemption and hours of operation for vehicle redemption, towing and storage fees of the tow operator and the hours vehicles are prohibited from parking and subject to tow; or
 2. In the case of booting, the name, address and telephone number and the license number of the private parking facility operator and the booting operator that has immobilized the vehicle, the method of obtaining removal of the immobilization device and the fee payable for removal, and the hours vehicles are prohibited from parking and subject to immobilization.
 - c. There need be only one such informational sign which must be posted on the private property in a conspicuous manner reasonably calculated to be visible to a person whose vehicle has been either towed or immobilized.
- (2) The private parking facility operator shall also permit the placement on the private property of a sign, supplied and installed by the City of Poughkeepsie, to direct the public to the nearest municipal parking facility. The City of Poughkeepsie shall have the ability but not the duty or the obligation to install any such signs.

Section 13-311 Towing of vehicles improperly parked on private property.

[Ord. of 7-5-1994, § 1; Ord. of 10-23-2000, § 4; L.L. No. 4-2001, § 1; Ord. of 3-26-2001, § 1; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1; Ord. No. O-10-36, 12-20-2010, §§ 1, 2, 5]

- (a) No private parking facility operator, owner or other person in control of private property shall tow or cause to be towed from or on such private property any motor vehicle unless such owner or person in control shall post and maintain upon such private property signs, in

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conformity with Section **13-310** of this chapter.

- (b) No vehicle shall be towed by a tow operator from private property without express written authorization by the owner of the private property or the person in control of the private property, or his or her or its agent, who may not be the tow truck owner or operator or his/her agent or employee. Such authorization shall be required for each vehicle towed and shall include the location, make, model, color and license plate number of the vehicle to be towed. The person who tows a vehicle and the person authorizing the tow shall maintain a copy of the written authorization provided for in this subsection for a period of not less than one year. Upon demand by the person in charge of a vehicle, the person proposing to undertake towing and the person authorizing the tow shall provide a copy of the written authorization provided for in this subsection to the person in charge of the vehicle proposed to be towed. No vehicle shall be towed by a tow operator without complying with the requirement for provision of a copy of the written authorization to the person in charge of the vehicle upon demand for a copy of the same by a person in charge of a vehicle.
- (c) A vehicle may not be towed if it is occupied by any person.
- (d) Notwithstanding any other provision of law, a vehicle which is towed shall be taken directly to a facility for storage maintained by the person undertaking the towing and which location is distant not more than three miles from the point of towing. Such facility for storage must be a secure place for safekeeping vehicles. The owner and operator of a licensed towing company shall cause the towing license to be posted in a conspicuous place on the premises of the towing company and shall also cause a copy of said license to be available for inspection in each towing vehicle used by the company.
- (e) Any person who tows a vehicle covered by this article shall, within 30 minutes of the vehicle's arrival at a facility for storage, notify the City of Poughkeepsie Police Department, identifying the storage facility, the location of the storage facility, the time the vehicle was towed, the location from which the vehicle was towed, the name of the person who authorized the towing and the fact that the towing was pursuant to a contract with the owner of the private property. The person who tows a vehicle and who notifies the City of Poughkeepsie Police Department as set forth above shall obtain the name of the person at the Police Department to whom such information was reported and shall note such name on a written record to be maintained by the person towing the vehicle, together with the time and date that the vehicle was towed.
- (f) Except for tows authorized by the Police Department, it shall be unlawful for a towing company operator to tow a vehicle if the owner or operator of the vehicle appears at the scene prior to the vehicle being connected to any apparatus of the tow truck, requests the towing company operator not to tow the vehicle and is willing and able to correct the condition warranting the tow. The towing company operator shall be entitled to a hook-up

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fee not to exceed \$25 if the vehicle is connected to any apparatus for towing, provided that the tow truck has not exited the premises and entered onto the public street. The tow truck operator shall not be permitted to charge any fee to the vehicle owner or operator unless the owner or operator is the one who requested the towing services. Each tow operator shall carry a legible copy of this section and shall show it to a vehicle owner or other person in control of the vehicle who arrives at the scene prior to the towing of a vehicle.

- (g) The registered owner or other person in control of a vehicle that has been towed pursuant to this section shall have the right to inspect the vehicle before accepting its return. No release or waiver of any kind which would release the person or company towing the vehicle from liability for damages may be required from any such owner or other person in control as a condition of release of the vehicle to such a person. No release or waiver of any kind purporting to limit or avoid liability for damages to a vehicle that has been towed shall be valid. A detailed, signed receipt showing the legal name of the person or company towing the vehicle and the date and time the vehicle was towed must be given to the person paying the towing and storage charges at the time of payment.
- (h) When an owner of private property, his or her agent as authorized by this section causes a vehicle to be towed in violation of this article, there shall be no charge to the owner or other person in control of the vehicle for the cost of towing and storage. A person who has violated this article shall be liable to the owner or other person in control of the vehicle for any amounts actually paid for towing, transportation and storage of the vehicle, as well as for any damage resulting from the towing, transportation and storage of the vehicle.
- (i) No person may, under the authority of this article, cause the towing of any ambulance, police vehicle, fire vehicle, civil defense emergency vehicle or emergency ambulance service vehicle, or any vehicle being used by an emergency responder while engaged in such emergency response.
- (j) Every tow operator shall maintain a written schedule of all rates and charges for towing and storage and shall make such schedule available to any person requesting the same. The maximum charge for towing of vehicles shall be \$60, plus a hook-up fee of \$25 plus any and all applicable taxes, except the maximum charge for towing of a vehicle in the following circumstances shall be \$125, plus a hook up-fee of \$25 plus any and all applicable taxes:
 - (1) that has been continuously present on private property without the consent of the owner or person in charge of the private property for more than 24 hours
 - (2) The towing of a vehicle that has been parked on private property in a location that blocks a driveway, lane, alley or other place intended to give passage to other portions of the private property or to give passage to or from the public way; or

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(3) The towing of a vehicle that has been parked on private property in a location and at a time that interferes with garbage or refuse collection; or

(4) The towing of a vehicle that interferes with snow removal; or

(5) The towing of a vehicle that interferes with paving or construction activities, provided that a twenty-four-hour notice has been given or conspicuously posted; except that the provisions of Section 13-311(c), (e) and (f) shall apply to any such towing.

- (k)** The maximum charge for the storage of towed motor vehicles shall be \$50 per day, or each part thereof, to commence after the vehicle has been impounded on the premises for a period of 24 hours. No additional charges, including clerical, administrative or service fees, may be charged by the licensee.
- (l)** Every licensed towing company that requires payment by an owner of a towed vehicle of all or part of the towing and/or storage charges associated with the towing and/or storage of such owner's vehicle as a precondition to the release of such motor vehicle to such owner or his or her authorized representative, and that accepts checks, credit cards or debit cards as forms of payment in the ordinary course of business, must accept each of these forms of payment for such towing and/or storage charges.
- (m)** An owner of private property, his or her agent as designated in the contract with the tow operator or a tow operator contracting with such owner shall allow a waiting period of not less than 20 minutes between the arrival of a tow vehicle at the location from which a vehicle is to be towed and the physical actual connection of any apparatus to the vehicle to be towed for the purpose of commencing the towing. If the owner or other person in control of the vehicle arrives at the scene during this twenty-minute waiting period, such owner or person in control of the vehicle shall be allowed to drive the vehicle from the location without interference or charge.
- (n)** No person shall tow or cause to be towed a vehicle from private property from 9:00 p.m. each day until the following 5:00 a.m. Every tow operator shall make vehicles that have been towed available for redemption each day from 6:00 a.m. until the following 11:00 p.m.
- (o)** Notwithstanding the provisions of Section 13-311(m) above, a tow operator may tow vehicles between the hours of 9:00 p.m. and 5:00 a.m. if such tow operator has an employee on the premises where the tow operator maintains impounded vehicles to make vehicles available for redemption during those hours.

Section 13-312 Towing license required.

[Ord. of 10-23-2000, § 5, Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1; Ord. No. O-10-36, 12-20-2010, § 3]

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- (a) No person shall tow a vehicle from private property within the City of Poughkeepsie without the vehicle owner's consent without first having obtained a towing license. Nothing herein shall be construed as prohibiting any towing service whose business is based outside the City from applying for the same license herein required and obtaining said license under the same terms as a business located within the City. As used in this section, the terms "owner," "operator," and "applicant" shall be deemed to include the tow operator and every individual, officer, director, shareholder, partner, member, employee, contractor, subcontractor or agent of such tow operator.
- (b) *Application procedure; compliance with additional standards; inspections.*
 - (1) An application for a towing license shall be submitted to the Chief of Police. The application shall be made on such form as the Chief of Police shall prescribe and soliciting such information as the Chief shall reasonably require, and must be accompanied by each of the following items:
 - a. Certificates of insurance for the following insurance coverage, naming the City as a certificate holder entitled to notice of cancellation or nonrenewal:
 - 1. Public liability insurance for personal injury and property damage with an insurance carrier licensed to do business in the State of New York;
 - 2. An auto garage keeper's legal liability policy covering fire, theft and property damage that will cover any vehicle towed, impounded or stored; and
 - 3. Insurance policies as required by law under the Workers' Compensation Law (Chapter 41 of the Laws of 1914, as amended) and under the Disability Benefits Law (Chapter 600 of the Laws of 1949, as amended) for employees.
 - b. A statement from the Building Inspector or a certificate of occupancy in which the towing company is located and vehicles are to be stored that said locations and premises are in compliance with the municipality's building and zoning ordinances and a statement from the Fire Inspector that the premises are in compliance with all fire and safety codes.
 - c. Material identifying the applicant physically, two references for the applicant's good character and business responsibility and practices, and record of traffic infractions.
 - d. Payment of the fee required hereinafter.
 - (2) In the event that any of the information contained in the initial license application shall change, the tow operator shall, within 10 days of such change, make application to amend its license so as to reflect the accurate information.

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- (3) The Chief of Police shall make such investigation as (s)he deems appropriate as to the qualifications and background of the owner and the operator of the towing company.
- (4) Upon receipt of an application for a towing company license, the Chief of police shall investigate the location of the towing company and of the premises where towed vehicles are to be stored, to determine whether public safety problems exist.
- (c) The fee for a towing license shall be \$250 per year or any fraction of a year for each towing company or tow operator. Payment of the fee shall be due upon application for the license. The fee for renewal or amendment of a towing license shall be \$50 which shall be due upon application for such renewal or amendment. Such license fees shall be nonrefundable.
- (d) The Chief of Police shall issue to a licensee a placard for each tow truck listed on his application that the licensee shall at all times prominently display on the right front dashboard of each tow truck so that it is visible through the front windshield of said vehicle. Said placard shall contain the New York State vehicle identification number of the vehicle, the license number assigned to the towing company or tow operator and such other information as the Chief of police shall determine advisable. Said placard shall not be transferable from one tow truck to another.
- (e) On each side of every tow truck operated in the City by a licensee there shall be legibly inscribed the name and address of the licensee and the license number assigned by the Chief of Police.
- (f) *Denial, suspension or revocation of license.* After a hearing held on not fewer than 10 days' notice to the licensee, given either in person or by registered mail, addressed to the licensee at the address shown upon the most recent application of the licensee, the Chief of Police may deny a license or deny the renewal of a license to any applicant, and may suspend or revoke the license of any licensee:
 - (1) Who does not comply with the provisions of this article or any rule or regulation promulgated under this article.
 - (2) Who makes a material misrepresentation on a license application or renewal thereof.
 - (3) When the Chief of Police, after investigation of the applicant or licensee, deems the owner or operator unfit to conduct such towing business, based upon the determination of one or more of the following findings:
 - a. Denial or revocation of a towing license by any municipality.
 - b. Record of two or more complaints or reports of fraudulent practices regarding the applicant's, owner's, licensee's or operator's business practices, including incompetence or

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gross negligence in the conduct of the business, abusive conduct to motor vehicle owners or operators, or damage to vehicles towed, substantiated by the Chief of Police or other law enforcement agency in a two-year period immediately preceding the application.

- c. Record of one or more convictions or guilty pleas to violations of this article or any rule or regulation promulgated under this article or any other municipality's ordinance in a two-year period immediately preceding the application.
- d. One or more violations of any provision of the New York State Vehicle and Traffic Law or any federal, state or local law, ordinance, rule or regulation regarding the operation of his/her towing business in the two-year period immediately preceding the application or investigation.
- e. There exists one or more judgments against the applicant, owner or operator that have remained unsatisfied for more than 30 days after having been docketed in the Dutchess County Clerk's Office.
- (g) A towing company license shall expire on December 31 of every year.
- (h) A licensee shall submit to the Chief of Police an application for renewal not less than 30 days prior to the license expiration date.
- (i) No license shall be transferred to another person or vehicle.
- (j) The Chief of Police and only the Chief of Police may promulgate rules and regulations necessary to carry out the provisions of this section, but the Chief of Police may delegate to his or her designee any other duty or function set forth hereunder.
- (k) The failure to enforce any of the provisions of this article shall not be deemed a waiver thereof.

Section 13-313 Log book.

[Ord. of 10-23-2000, § 6; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) Each licensee shall be required to keep and maintain in each tow truck operated by the licensee a towing log book in which all towed vehicles from private property in the City shall be recorded. The log book shall be clearly marked on the outside cover "City of Poughkeepsie Log Book" and shall be exclusively utilized for vehicles towed pursuant to this article. Said log book shall be produced upon demand by any City of Poughkeepsie police officer.
- (b) Each licensee shall record in the log book as to each and every vehicle towed:
 - (1) The date of towing;

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- (2) The property address from which the vehicle was towed and the property address to where the vehicle was towed and stored;
- (3) The time the vehicle was observed parking and the time the vehicle was towed;
- (4) The name of the private property owner or authorized agent requesting the tow and the time of said request;
- (5) The make, model, color and license plate number of the vehicle;
- (6) The amount, if any, received by the licensee for the towing and impoundment of the vehicle.

Section 13-314 Immobilization of vehicles improperly parked on private property.

[Ord. of 10-23-2000, § 1; L.L. No. 8-2001, § 1; Ord. of 7-9-2001, § 1; Ord. of 6-10-2002, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

- (a) No private parking facility operator, owner or other person in control of private property shall immobilize or cause to be immobilized upon such private property any motor vehicle unless such owner or person in control shall post and maintain upon such private property, signs in conformity with Section **13-310** of this chapter.
- (b) A vehicle may not be immobilized if it is occupied by any person.
- (c) No person may, under authority of this article, cause the immobilization of any ambulance, police vehicle, fire vehicle, civil defense emergency vehicle or emergency ambulance service vehicle, or any vehicle being used by an emergency responder while engaged in such emergency response.
- (d) The provisions of Section 3-311(g) and (h) shall be applicable to the immobilization of vehicles in addition to the towing of vehicles.
- (e) It shall be unlawful for any person to charge a fee in connection with the immobilization of a motor vehicle in excess of \$25, plus any and all applicable taxes. No additional charges of any description may be charged in connection with such immobilization or release from immobilization. No fee shall be charged for immobilization if the immobilized vehicle is subsequently towed from the parking lot.
- (f) No person shall affix, or cause to be affixed, an immobilization device to a vehicle sooner than five minutes after that vehicle has been improperly parked upon private property. If the owner or other person in control of the vehicle arrives at the scene prior to the time that the immobilization device is actually affixed to it, such owner or person in control of the vehicle shall be allowed to remove the vehicle from the private property without interference or charge.

Section 13-314.1 Booting license required.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) No person shall boot a vehicle on private property within the City of Poughkeepsie without first having obtained either a booting license as provided for in this section or a towing license as provided for in Section 13-312 of this chapter. Nothing herein shall be construed as prohibiting any booting operator whose business is based outside the City from applying for the same license herein required and obtaining said license under the same terms as a business located within the City. As used in this section, the terms "owner," "operator," and "applicant" shall be deemed to include the booting operator and every individual, officer, director, shareholder, partner, member, employee, contractor, subcontractor or agent of such booting operator.
- (b) *Application procedure; compliance with additional standards; inspections.*
 - (1) An application for a booting license shall be submitted to the Chief of Police. The application shall be made on such form as the Chief of Police shall prescribe and soliciting such information as the Chief shall reasonably require, and must be accompanied by each of the following items:
 - a. Certificates of insurance for the following insurance coverage, naming the City as a certificate holder entitled to notice of cancellation or nonrenewal:
 - 1. Public liability insurance for personal injury and property damage with an insurance carrier licensed to do business in the State of New York covering fire, theft and property damage that will cover any vehicle booted; and
 - 2. Insurance policies as required by law under the Workers' Compensation Law (Chapter 41 of the Laws of 1914, as amended) and under the Disability Benefits Law (Chapter 600 of the Laws of 1949, as amended) for employees.
 - b. Material identifying each applicant physically, two references for the applicant's good character and business responsibility and practices, and record of traffic infractions.
 - c. Payment of the fee required hereinafter.
 - (2) In the event that any of the information contained in the initial license application shall change, the booting operator shall, within 10 days of such change, make application to amend its license so as to reflect the accurate information.
 - (3) The Chief of Police shall make such investigation as (s)he deems appropriate as to the qualifications and background of the owner and the operator of the booting company.
- (c) The fee for a booting license shall be \$100 per year or any fraction of a year for each

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booting company or boot operator. Payment of the fee shall be due upon application for the license. The fee for renewal or amendment of a booting license shall be \$50 which shall be due upon application for such renewal or amendment. Such license fees shall be nonrefundable.

- (d) The Chief of Police shall issue to a licensee a placard for each vehicle used in the course of the licensee's booting operations listed on his application that the licensee shall at all times prominently display on the right front dashboard of each such vehicle so that it is visible through the front windshield of said vehicle. Said placard shall contain the New York State vehicle identification number of the vehicle, the license number assigned to the booting company or boot operator and such other information as the Chief of Police shall determine advisable. Said placard shall not be transferable from one such vehicle to another.
- (e) On each side of every vehicle used in the course of the licensee's booting operations operated in the City there shall be legibly inscribed the name and address of the licensee and the license number assigned by the Chief of Police.
- (f) *Denial, suspension or revocation of license.* After a hearing held on not fewer than 10 days' notice to the licensee, given either in person or by registered mail, addressed to the licensee at the address shown upon the most recent application of the licensee, the Chief of Police may deny a license or deny the renewal of a license to any applicant, and may suspend or revoke the license of any licensee:
 - (1) Who does not comply with the provisions of this article or any rule or regulation promulgated under this article.
 - (2) Who makes a material misrepresentation on a license application or renewal thereof.
 - (3) When the Chief of Police, after investigation of the applicant or licensee, deems the owner or operator unfit to conduct such booting business, based upon the determination of one or more of the following findings:
 - a. Denial or revocation of a booting or towing license by any municipality;
 - b. Record of two or more complaints or reports of fraudulent practices regarding the applicant's, owner's, licensee's or operator's business practices, including incompetence or gross negligence in the conduct of the business, abusive conduct to motor vehicle owners or operators, or damage to vehicles booted, substantiated by the Chief of Police or other law enforcement agency in a two-year period immediately preceding the application;
 - c. Record of one or more convictions or guilty pleas to violations of this article, any earlier version of this article regulating the booting of vehicles on private property, or any rule or regulation promulgated under this article or any other municipality's ordinance in a two-

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year period immediately preceding the application;

- d. One or more violations of any provision of the New York State Vehicle and Traffic Law or any federal, state or local law, ordinance, rule or regulation regarding the operation of his/her booting business in the two-year period immediately preceding the application or investigation.
- e. There exists one or more judgments against the applicant, owner or operator that have remained unsatisfied for more than 30 days after having been docketed in the Dutchess County Clerk's Office.
- (g) A booting license shall expire on December 31 of every year.
- (h) A licensee shall submit to the Chief of Police an application for renewal not less than 30 days prior to the license expiration date.
- (i) No license shall be transferred to another person or vehicle.
- (j) The Chief of Police and only the Chief of Police may promulgate rules and regulations necessary to carry out the provisions of this section, but the Chief of Police may delegate to his or her designee any other duty or function set forth hereunder.
- (k) The failure to enforce any of the provisions of this article shall not be deemed a waiver thereof.

Section 13-314.2 Log book.

[L.L. No. 1-2005, 12-20-2004, § 1]

- (a) Each licensee shall be required to keep and maintain in each vehicle used in the course of booting operations by the licensee a booting log book in which all vehicles booted in the City shall be recorded. The log book shall be clearly marked on the outside cover "City of Poughkeepsie Booting Log Book" and shall be exclusively utilized for recording vehicles booted pursuant to this article. Said log book shall be produced upon demand by any City of Poughkeepsie police officer.
- (b) Each licensee shall record in the log book as to each and every vehicle booted:
 - (1) The date of booting;
 - (2) The property address at which the vehicle was booted;
 - (3) The time the vehicle was observed parking and the time the vehicle was booted;
 - (4) The name of the private property owner or authorized agent requesting the boot and the

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time of said request;

- (5) The make, model, color and license plate number of the vehicle;
- (6) The amount, if any, received by the licensee for the booting of the vehicle.

Section 13-315 Penalties for offenses.

[Ord. of 7-5-1994, § 1; L.L. No. 1-2005, 12-20-2004, § 1]

(a) *Penalties established.*

(1) Any person who violates any provision of this article shall be punished as follows:

- a. For the first violation, by a fine of \$250.
- b. For the second violation within a period of 24 months of the date of the first violation, by a fine of \$500 or by imprisonment not exceeding three months, or both.
- c. For any additional violations within a period of 24 months of the date of the first violation, by a fine of \$1,000 or by imprisonment not exceeding six months, or both.

(2) Any such violation shall be deemed an offense.

(b) In addition to the penalties hereinabove provided, the City of Poughkeepsie may institute any appropriate action or proceeding to prevent, restrain, correct or abate violations of this article or to prevent any illegal acts, conduct or business in violation of this article, including but not limited to requests for injunctive relief.

(c) Any person or party aggrieved by a violation of this article shall have a private right of action for damages or injunctive relief.

Section 13-316 Severability.

[Ord. of 3-26-2001, § 2; L.L. No. 1-2005, 12-20-2004, § 1]

If any provision, paragraph, word, section or article of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

~~{STRIKETHROUGH}~~ INDICATES DELETION
UNDERLINING and BOLD INDICATES ADDITION

X. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

Official Minutes of the Common Council Meeting of January 21, 2020

1. A communication regarding the proposed agreement with Dutchess County regarding categories of proposed actions that shall be deemed of local concern for purposes of review under GML 239.
2. **FROM CITY ADMINISTRATOR NELSON**, a communication regarding the proposed sale of 3 city-owned properties, located at 123 Smith Street, 21 Holmes Street, and an unnumbered Fitchett Street located at the corner of Fitchett and Lawrence.

The City of Poughkeepsie
New York

Property Acquisition &
Disposition Committee

Gary B. Beck, Jr.
John Taylor
Brian Buckley-Falcon
Marc S. Nelson
Nancy L. B. Griffin



MEMORANDUM

TO: MEMBERS OF THE COMMON COUNCIL
FROM: PROPERTY ACQUISITION & DISPOSITION COMMITTEE
SUBJECT: Sale of City-Owned Properties (3): 21 Holmes Street, Unnumbered Lot @ Corner of Fitchett and Lawrence Streets & 123 Smith Street
DATE: January 21, 2020

The Property Acquisition & Disposition Committee (PAD) has met to review offers to purchase the city-owned parcels described above and recommends approval of the following sales:

21 Holmes Street to Ms. Paulette Duhaney-Parcell (Purchase Price \$1; to combine parcel with residential lot).

Ms. Duhaney-Parcell is the owner of 19 Holmes Street, and at the time she purchased her home she purchased both the house at 19 and the vacant lot at 21. Due to an error at closing her escrow did not pay the taxes on the vacant lot and the city acquired the parcel for taxes. There are a number of these situations around the City where the appropriate solution is to combine the adjacent parcels into one taxable lot and where there is no legitimate governmental purpose for the City to continue to own the contiguous vacant parcel. From a risk-management and fiscal point of view, we believe the best path forward for this parcel is to transfer it to Ms. Duhaney-Parcell, with the provision that she work with the City Assessor to accomplish the necessary lot-line adjustment needed to combine the vacant parcel with her residential lot.

123 Smith Street to John & Chris Angelo (Purchase Price \$22,500)

The Angelo's own a construction business in the neighborhood and they plan to demolish the existing building and construct a new building for their local business. The structure currently on the property has significant structural issues and will need to be taken down. Given the high cost of demolition, the offer is reasonable. The Committee is again mindful of the need to manage the city's risk exposure and move the property along to a new owner as promptly as possible, so that demolition work may commence as soon as possible.

Fitchett & Lawrence Lot to Mr. James Patterson Vacant Lot (Purchase Price \$9,500).

Mr. Patterson is a local resident who intends to construct a new two-family on the parcel. The terms of the transaction will require he commence the Article 15 to clear title within four months from

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closing and submit preliminary plans to the Building Department within six months of closing. Once plans have been accepted and approvals issued, construction must be completed and a Certificate of Occupancy issued within one year.

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The City of Poughkeepsie
New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

845-451-4039
Fax: 845-451-4181

January 15, 2020

Re: Holmes Street
6161-37-091746

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

Pursuant to your request, I have been asked to estimate an opinion of market value for the above captioned subject properties for the purpose of marketing. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation was prepared for Mr Marc Nelson, City Administrator and is intended for his specified use.

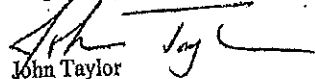
The property is located on Holmes Street, City of Poughkeepsie and consists of one vacant parcel of residential vacant land. At present, there are no improvements on the subject property. No physical inspection has been made of the property. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties within the subject market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user and the intended use.

After careful consideration, I have concluded the estimated Market Value of the subject property, to be \$20,000.

Should you have any additional questions, please do not hesitate to contact me.

Respectfully,


John Taylor
Assessor
City of Poughkeepsie

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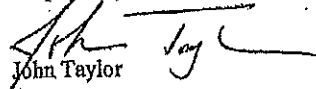
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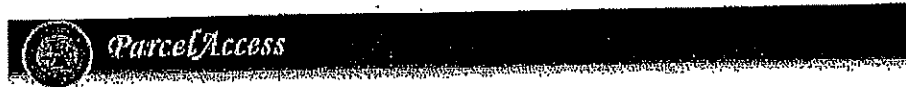
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John Taylor
Assessor
City of Poughkeepsie

Official Minutes of the Common Council Meeting of January 21, 2020



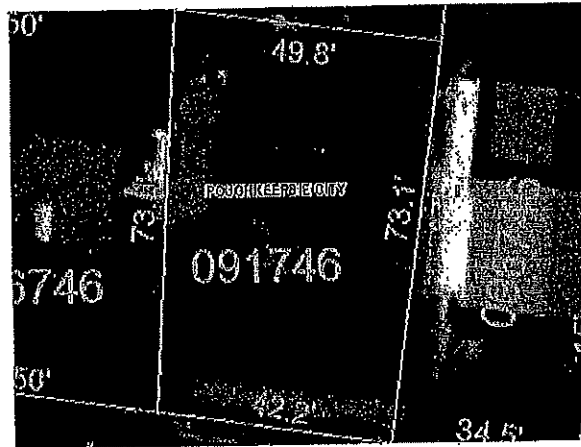
Final Roll

Parcel Grid Identification #:
131300-6161-37-091746-0000
Municipality: City of Poughkeepsle

Parcel Location:
Holmes St

Owner Name on March 1:
City of Poughkeepsle, (P)

Primary (P) Owner Mail Address:
62 Civic Center Plz
Poughkeepsle NY 12601-0000



Parcel Details

Size (acres): 0.07 Ac Land Use Class: (811) Vacant Land: Residential Residential Vacant Land
File Map: Agr. Dist: (0)
File Lot #: School District: (131300) Poughkeepsle City School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$15000	\$15000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
H: Homestead	0	100	\$ 15000

Tot. Roll:	Final. Roll:	Valuation:
6/1/2019	7/1/2019	7/1/2019

Last Sale/Transfer

Sale Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	8/19/2008 3:50:41 PM	22008	6520	(D)	1

Site Information:

Site Number:	Sewer Type:	Debrisability:	Zoning Code:	Used As:
1	(3) Comm/public	(2) Typical	R-3	()

Special District Information:

Special District:	Primary Units:	Advalorem Value
GP000	0	0

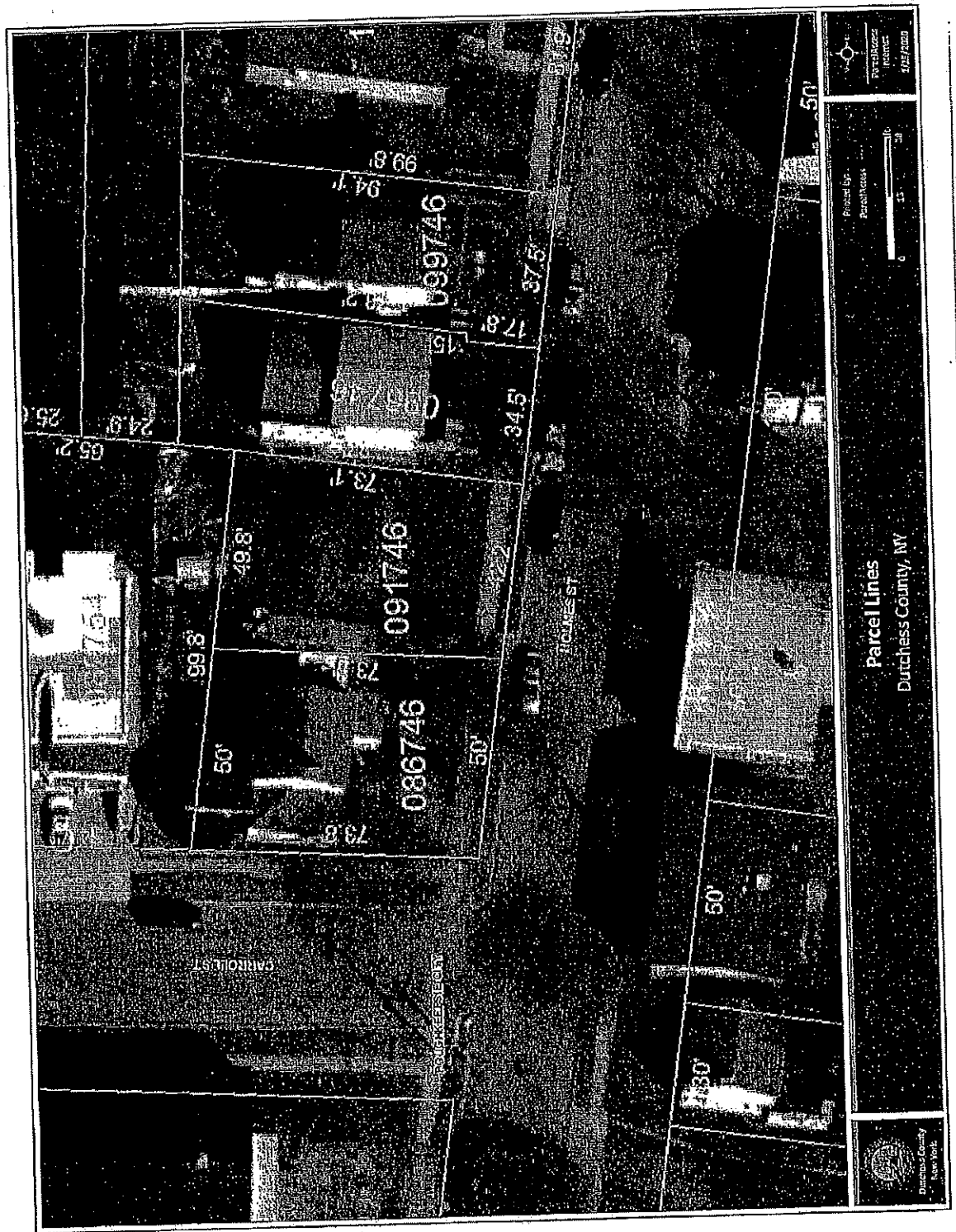
Exemption Information:

Exemption:	Amount:
13350	\$15000

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

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NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R20-XX)

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at no number Holmes Street and identified as Tax Map No.: 6161-37-091746; and

WHEREAS, the Common Council considers the proposed sale to be an Unlisted Action under Title 6 NYCRR, Section 617.2 of the SEQRA regulations; and

WHEREAS, the Common Council considers itself to be the only "involved agency" with respect to this proposed sale of properties; and

WHEREAS, the Common Council has reviewed the proposed sale of properties in accordance with Title 6 NYCRR, Section 617.11; and

WHEREAS, the Common Council has considered the hereto attached Short Environmental Assessment Form (EAF)

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides sufficient information; and

Official Minutes of the Common Council Meeting of January 21, 2020

6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER _____

Official Minutes of the Common Council Meeting of January 21, 2020

**RESOLUTION
(R20-XX)**

INTRODUCED BY COUNCIL MEMBER _____:

WHEREAS, the City of Poughkeepsie is the owner of no number Holmes Street and more particularly known as Tax Map No.: 6161-37-091746 (the, "Property"); and

WHEREAS, the Property is a vacant residential lot, approximately 73' x 50', located on the between 19 Holmes Street and 23 Holmes Street; and

WHEREAS, the Property was in common ownership of Paulette Duhaney-Parcell with 19 Holmes Street since 2004; and

WHEREAS, do to a title error, the legal description filed with the recorded deed did not incorporate the Property and as such, the taxes were not paid and the Property reverted back to the City of Poughkeepsie; and

WHEREAS, the city is desirous of deeding the Property back to Paulette Duhaney-Parcell to merge with her adjoining property; and

WHEREAS, the Property Acquisition and Disposition Committee ("PAD") has recommended the deed; and

WHEREAS, the Common Council hereby finds that the transfer of the Property is in the best interests of the City of Poughkeepsie to approve such offer so that the premises may be returned to the tax rolls; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the transfer by deed of the Property identified as Tax Map No.: 6161-37-091746 in the City of Poughkeepsie to Paulette Duhaney-Parcell is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that this sale is approved subject to the following conditions:

- A. the conveyance of title and the payment of the purchase price shall take place within thirty days of the date of this resolution, unless the

Official Minutes of the Common Council Meeting of January 21, 2020

Corporation Counsel shall grant such extension as he/she deems appropriate;

- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record;
- D. Purchasers agree that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and
- E. Purchaser must merge the Property with her adjoining property located at 19 Holmes Street.

BE IT 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 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 _____:

Official Minutes of the Common Council Meeting of January 21, 2020

The City of Poughkeepsie
New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

845-451-4039
Fax: 845-451-4181

January 15, 2020

Re: 123 Smith Street
6162-72-411198

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

Pursuant to your request, I have been asked to estimate an opinion of market value for the above captioned subject properties for the purpose of marketing. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation was prepared for Mr Marc Nelson, City Administrator and is intended for his specified use.

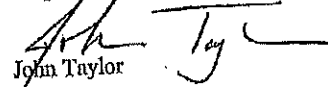
The property is located at 123 Smith Street, City of Poughkeepsie and consists of one parcel with an improvement. At present, the improvement is deemed unsafe and would require Planning/Zoning Board approvals and renovation. No physical inspection has been made of the property. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties within the subject market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user and the intended use.

After careful consideration, I have concluded the estimated Market Value of the subject property, to be \$30,000.

Should you have any additional questions, please do not hesitate to contact me.

Respectfully,


John Taylor
Assessor
City of Poughkeepsie

Official Minutes of the Common Council Meeting of January 21, 2020



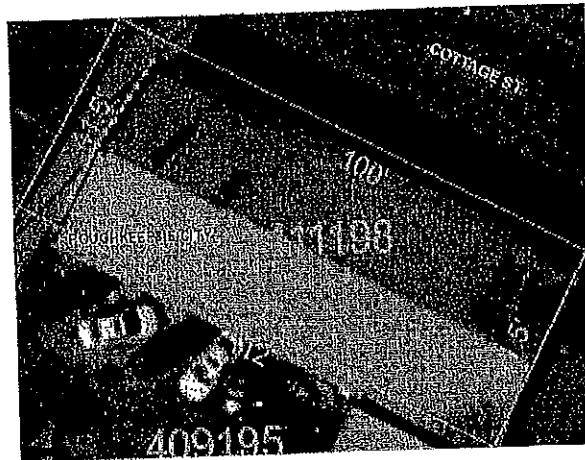
Final Roll

Parcel Grid Identification #: 131300-8182-72-411198-0000
Municipality: City of Poughkeepsle

Parcel Location:
123 Smith St

Owner Name on March 1
Flowers, John (P)

Primary (P) Owner Mail Address
31 Lent St
Poughkeepsle NY 126010000



Parcel Details
Size (acres): 0.10(AC) (C) Land Use Class: (484) Commercial: Multiple Use or Multipurpose: One Story Small Structure
File Map: Agri. Dist.: (0)
File Lot #: School District: (131300) Poughkeepsle City School District
Split Town:

Assessment Information (Current)
Land: \$46500 County Taxable: \$0 Town Taxable: \$0 School Taxable: \$0 Village Taxable: \$0

Tax Code: N: Non-Homestead Roll Section: 8 Uniform %: 100 Full Market Value: \$ 46100

Tax, Roll: 6/1/2019 Final Roll: 7/1/2019 Valuation: 7/1/2018

Last Sale/Transfer
Sales Price: \$2050 Sale Date: 3/12/2010 12:50:04 PM Deed Book: 22019 Deed Page: 2998 Sale Condition: (D) No. Parcels: 1

Site Information:
Site Number: 1 Sewer Type: (3) Comm/public Water Supply: (3) Comm/public Desirability: (2) Fair Zoning Code: R-4 Used As: (D08) Small retail

Commercial/Industrial/Utility Building Information:

Site Number: 1 Bldg. No.: 1 Bldg. Number: 1 No. Stories: 1 Gross Floor Area: 3977 Boock Model: (0312) 1 sty store load sup Const. Qual.: (1) Economy
Year Built: 1920 Air Cond. %: 0 Sprinkler %: 0 Alarm %: 0 No. Elevator: 0 Basement sf.: 0
Number Identical: 0 Condition Code: 1

Commercial Rental Information:

Site Number: 1 Use Number: 1 Used As: (D08) Small retail Unit Code: 3977 Area 1 Bdrms Apts: 0 Area 2 Bdrms Apts: 0 Area 3 Bdrms Apts: 0

Official Minutes of the Common Council Meeting of January 21, 2020

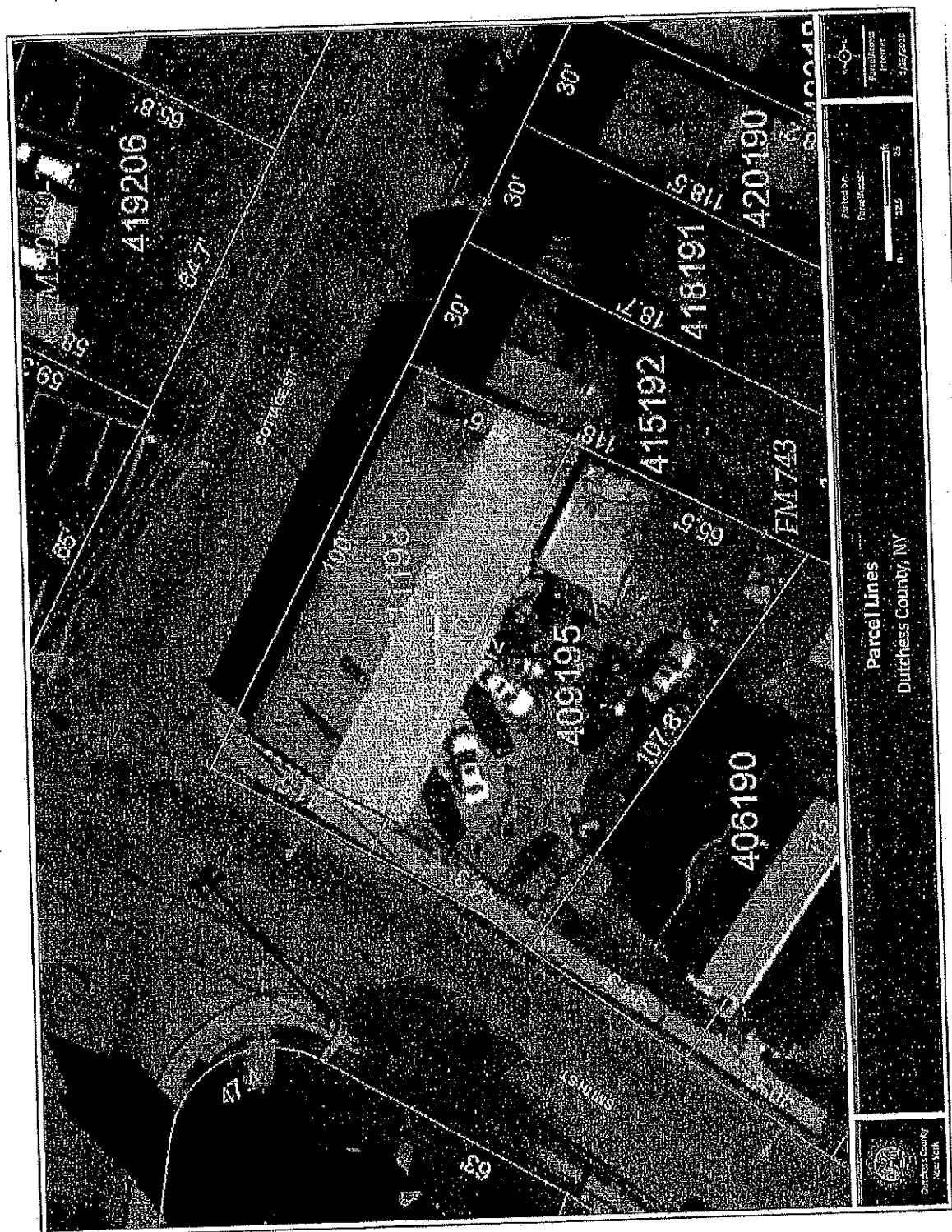
Total Units:	No. 1 Bdrms Apts	No. 2 Bdrms Apts	No. 3 Bdrms Apts
0	0	0	0

<u>Special District Information:</u> Special District: 6F000 Spec. Dist. Name: Greater Pok Lip Dist	Primary Units: 3	Advalorem Value 0
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<u>Exemption Information:</u> Exemption: 13350 Name: CITY OWNED	Amount: \$46100
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ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

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Official Minutes of the Common Council Meeting of January 21, 2020

NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R20-XX)

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at 123 Smith Street and identified as Tax Map No.: 6161-72-411198; and

WHEREAS, the Common Council considers the proposed sale to be an Unlisted Action under Title 6 NYCRR, Section 617.2 of the SEQRA regulations; and

WHEREAS, the Common Council considers itself to be the only "involved agency" with respect to this proposed sale of properties; and

WHEREAS, the Common Council has reviewed the proposed sale of properties in accordance with Title 6 NYCRR, Section 617.11; and

WHEREAS, the Common Council has considered the hereto attached Short Environmental Assessment Form (EAF)

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides sufficient information; and

Official Minutes of the Common Council Meeting of January 21, 2020

6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER _____

Official Minutes of the Common Council Meeting of January 21, 2020

**RESOLUTION
(R20-XX)**

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the City of Poughkeepsie is the owner of 123 Smith Street and more particularly known as Tax Map No.: 6162-72-411198 (the, "Property"); and

WHEREAS, the Property is an improved by a vacant warehouse; and

WHEREAS, the city has received an offer to purchase the Property from John J Angelo & Christopher J. Angelo; and

WHEREAS, the city is desirous of selling the Property to John J. Angelo & Christopher J. Angelo; and

WHEREAS, John J. Angelo & Christopher J. Angelo has offered to purchase the Property for \$22,500 and the Common Council has determined that to be fair and just compensation; and

WHEREAS, the Common Council hereby finds that the sale of the Property is in the best interests of the City of Poughkeepsie to approve such offer so that the premises may be returned to the tax rolls; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the offer from John J. Angelo & Christopher J. Angelo to purchase the premises identified as Tax Map No.: 6162-72-411198 in the City of Poughkeepsie for the sums of \$22,500 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that this sale is approved subject to the following conditions:

- A. the conveyance of title and the payment of the purchase price shall take place within thirty days of the date of this resolution, unless the Corporation Counsel shall grant such extension as he/she deems appropriate;

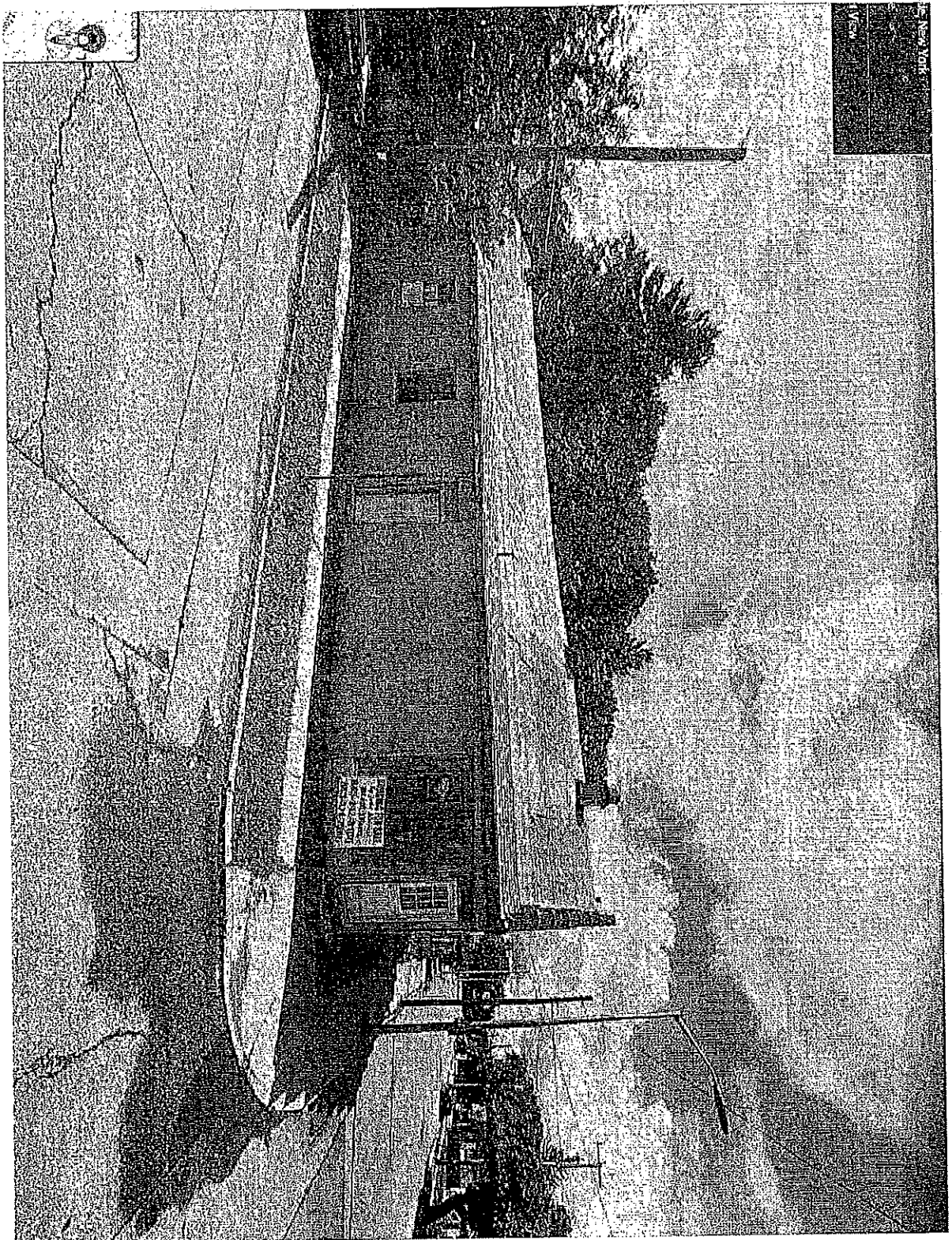
Official Minutes of the Common Council Meeting of January 21, 2020

- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record;
- D. Purchasers agree that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and

BE IT 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 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 _____ :

Official Minutes of the Common Council Meeting of January 21, 2020



Official Minutes of the Common Council Meeting of January 21, 2020

The City of Poughkeepsie
New York

John Taylor
Assessor



62 Civic Center Plaza
Poughkeepsie, N. Y. 12601

845-451-4039
Fax: 845-451-4181

January 15, 2020

Re: Fitchett Street
6162-81-561106

Mr. Marc Nelson
City of Poughkeepsie Administrator

Mr. Nelson,

Pursuant to your request, I have been asked to estimate an opinion of market value for the above captioned subject properties for the purpose of marketing. The value reported on the property is qualified by certain assumptions, limiting conditions and definitions. The Valuation was prepared for Mr Marc Nelson, City Administrator and is intended for his specified use.

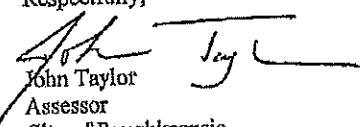
The property is located on Fitchett Street, City of Poughkeepsie and consists of one vacant parcel of residential vacant land. At present, there are no improvements on the subject property and any improvement would require Planning/Zoning Board approvals. No physical inspection has been made of the property. Additionally, it must be understood that no plans or survey have been reviewed, there are no known deed restrictions, zoning restrictions or other legal restrictions that would have an adverse effect on the establishment of market value.

To establish an opinion of market value, a Sales Approach was utilized based on sales of similar properties within the subject market area. In this approach, value is based on the transfer of properties considered to be similar in use and condition. Any and all data, reasoning and/or analysis used to develop the opinion of value has been retained and any depth of discussion is specific to the needs of the intended user and the intended use.

After careful consideration, I have concluded the estimated Market Value of the subject property, to be \$18,000.

Should you have any additional questions, please do not hesitate to contact me.

Respectfully,


John Taylor
Assessor
City of Poughkeepsie

Official Minutes of the Common Council Meeting of January 21, 2020



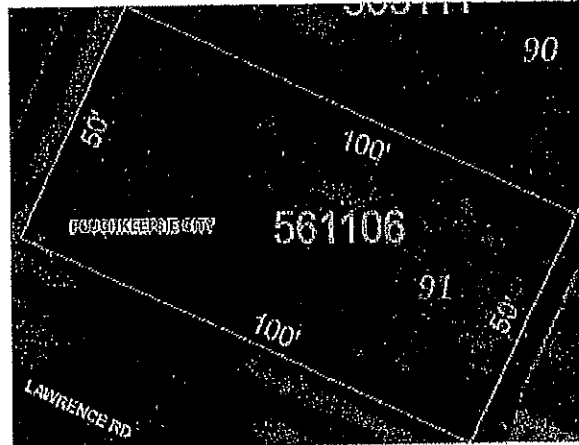
Final Roll

Parcel Grid Identification #:
131300-8182-81-561106-0000
Municipality: City of Poughkeepsie

Parcel Location:
Filchett St

Owner Name on March 1
Bradford, Robert H (P)
Bradford, Roberta S (A)

Primary (P) Owner Mailing Address
15 Lawrence Rd
Poughkeepsie NY 126010000



Parcel Details

Size (acres): 50 X 100 Land Use Class: (311) Vacant Land: Residential: Residential Vacant Land
File Map: Agr. Dist.: (0)
File Lot #: School District: (131300) Poughkeepsie City School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$32900	\$32900	\$32900	\$32900	\$32900	\$0
Tax Code:	Roll Section:	Uniform %:	Full Market Value:		
H: Homestead	1	100	\$ 32900		
Tent. Roll:	Final. Roll:	Valuation:			
6/1/2019	7/1/2019	7/1/2019			

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1713	0883	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply:	(3) Comm/public	(2) Typical	R-2	()
(3) Comm/public				

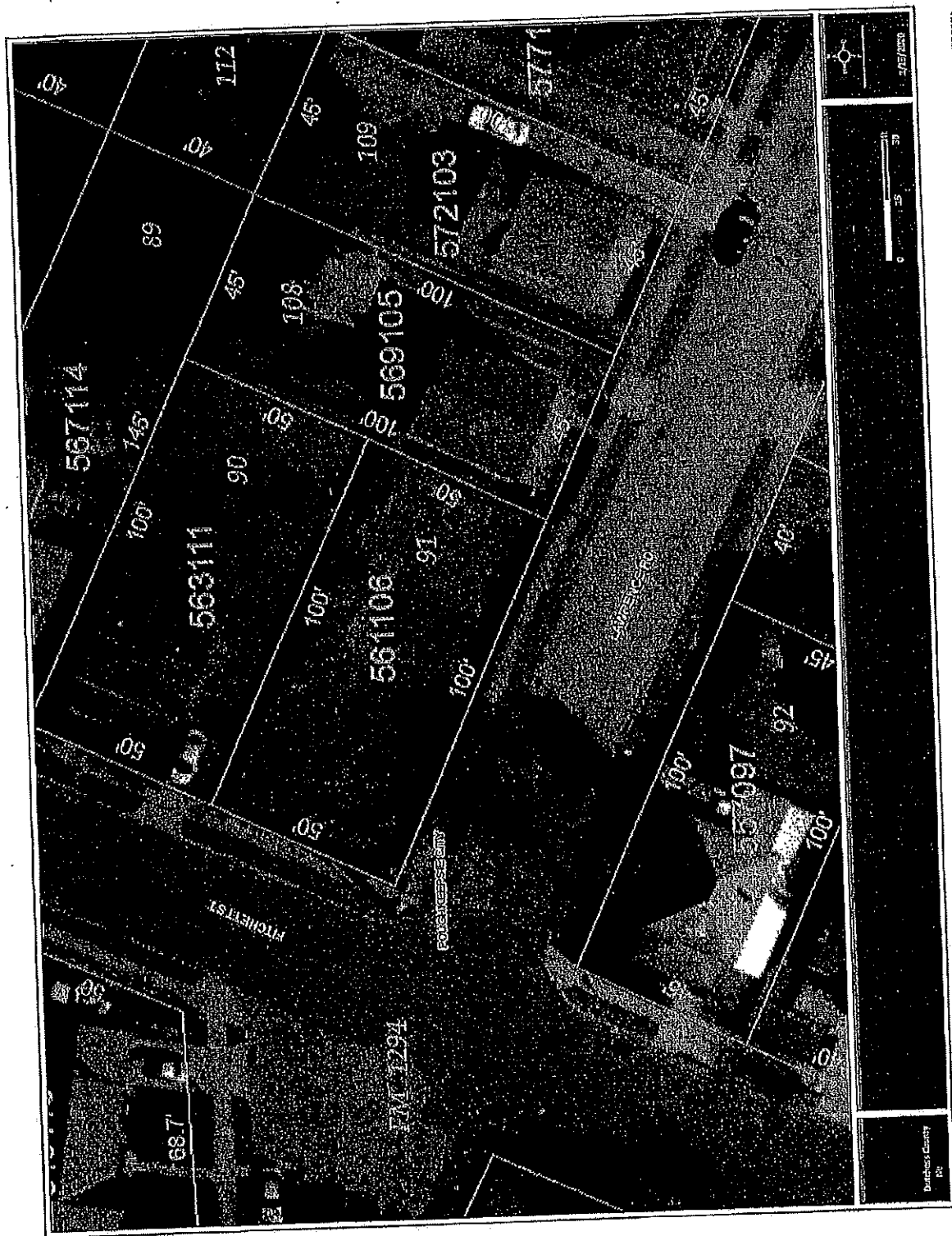
Special District Information:

Special District: GP000	Primary Units:	Ad Valorem Value
Spec. Dist. Name:	0	32900
Greater Poughkeepsie Dist		

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Official Minutes of the Common Council Meeting of January 21, 2020



Official Minutes of the Common Council Meeting of January 21, 2020

NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R20-XX)

BY COUNCILMEMBER _____ :

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at no number Fitchett Street and identified as Tax Map No.: 6162-81-561106; and

WHEREAS, the Common Council considers the proposed sale to be an Unlisted Action under Title 6 NYCRR, Section 617.2 of the SEQRA regulations; and

WHEREAS, the Common Council considers itself to be the only "involved agency" with respect to this proposed sale of properties; and

WHEREAS, the Common Council has reviewed the proposed sale of properties in accordance with Title 6 NYCRR, Section 617.11; and

WHEREAS, the Common Council has considered the hereto attached Short Environmental Assessment Form (EAF)

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides sufficient information; and

Official Minutes of the Common Council Meeting of January 21, 2020

6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER _____

Official Minutes of the Common Council Meeting of January 21, 2020

**RESOLUTION
(R20-XX)**

INTRODUCED BY COUNCILMEMBER _____:

WHEREAS, the City of Poughkeepsie is the owner of no number Fitchett Street and more particularly known as Tax Map No.: 6162-81-561106 (the, "Property"); and

WHEREAS, the Property is a vacant residential lot, approximately 100' x 50', located on the corner of Fitchett Street and Lawrence Road; and

WHEREAS, the city has received an offer to purchase the Property from James Patterson; and

WHEREAS, the city is desirous of selling the Property to James Patterson after a recommendation by the Property Acquisition and Disposition Committee ("PAD"); and

WHEREAS, James Patterson has offered to purchase the Property for \$9,500 and the Common Council has determined that to be fair and just compensation; and

WHEREAS, the Common Council hereby finds that the sale of the Property is in the best interests of the City of Poughkeepsie to approve such offer so that the premises may be returned to the tax rolls; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the offer from James Patterson to purchase the premises identified as Tax Map No.: 6162-81-561106 in the City of Poughkeepsie for the sums of \$9,500 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that this sale is approved subject to the following conditions:

- A. the conveyance of title and the payment of the purchase price shall take place within thirty days of the date of this resolution, unless the Corporation Counsel shall grant such extension as he/she deems appropriate;

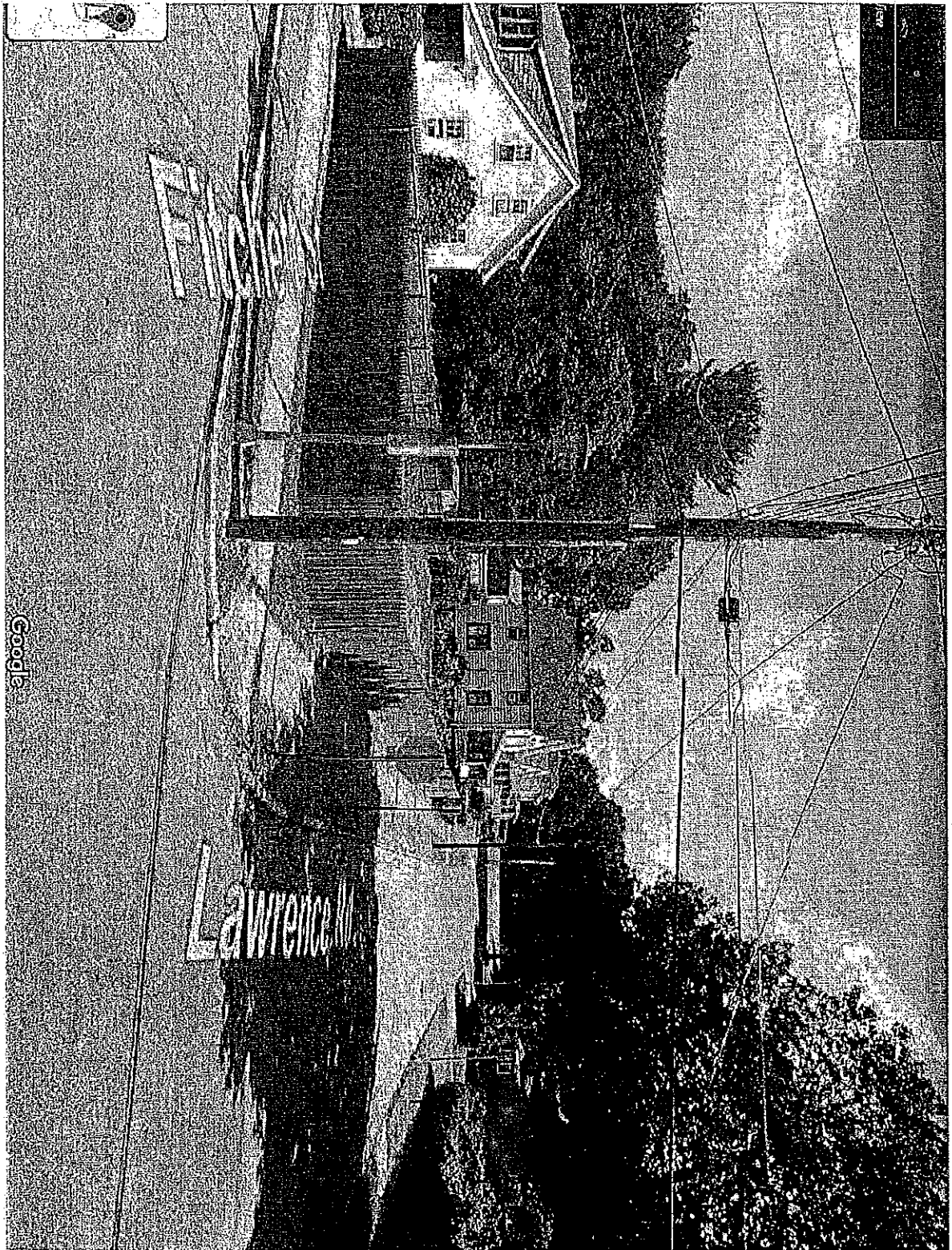
Official Minutes of the Common Council Meeting of January 21, 2020

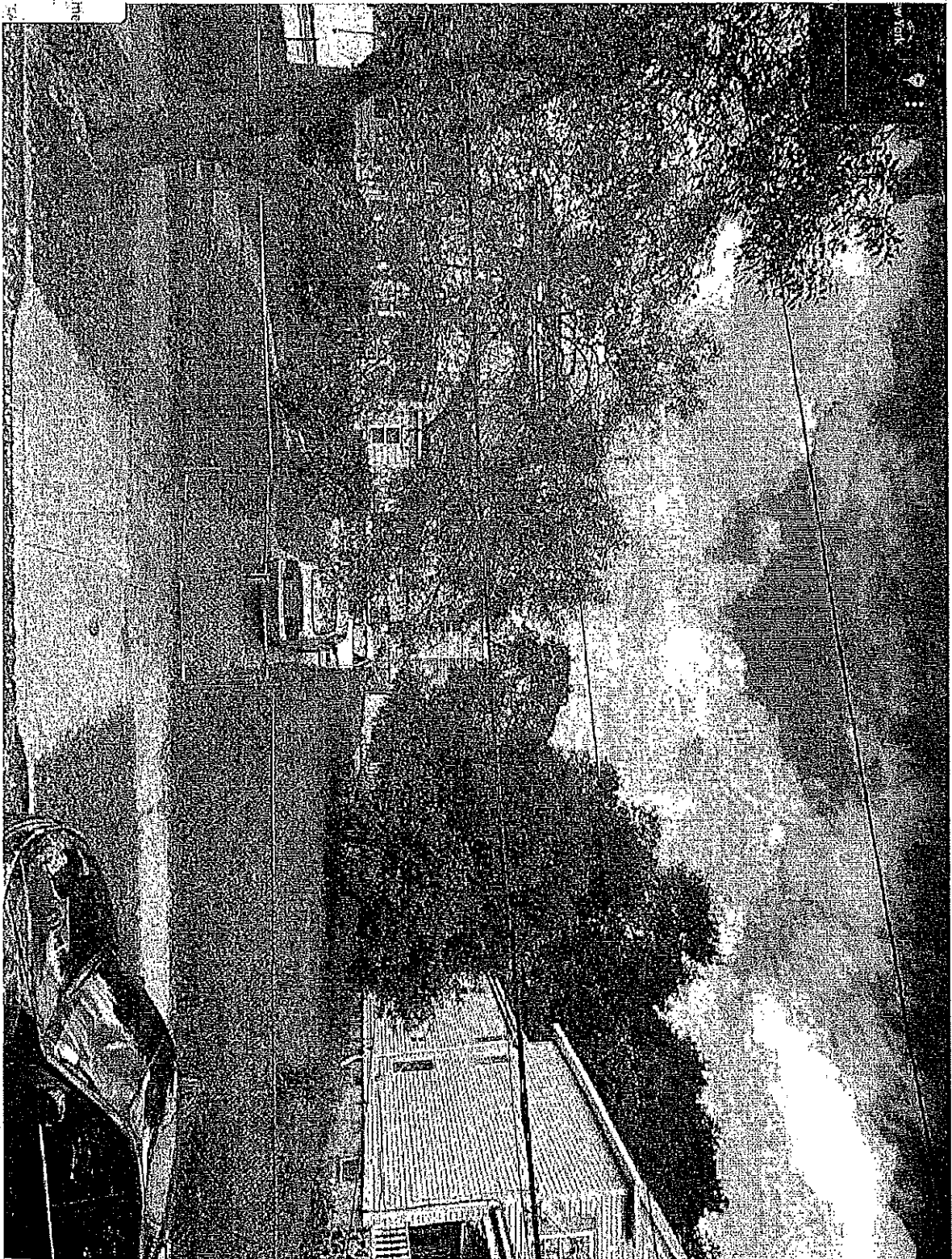
- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record;
- D. Purchasers agree that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and
- E. Purchaser must file for and receive a favorable judgment pursuant to Article 15 of the RPAPL within four (4) months of closing.
- F. Purchaser must submit plans for the construction of a 1 or 2 family home within six (6) months of closing, apply for a building permit once such plans are accepted and obtain a certificate of occupancy within twelve (12) months of the plans being accepted by the Building Department.

BE IT 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 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 _____:

Official Minutes of the Common Council Meeting of January 21, 2020





3. **FROM CITY ADMINISTRATOR NELSON**, a communication regarding an update on the Lead Service Replacement Grant Project.

Official Minutes of the Common Council Meeting of January 21, 2020

**THE CITY OF POUGHKEEPSIE
ENGINEERING DEPARTMENT**

Email: rdupilka@cityofpoughkeepsie.com
Phone: 451-4060, 451-4192
Fax: 451-4101

MEMORANDUM

TO:	MARC NELSON, CITY ADMINISTRATOR,
FROM:	RICHARD L. DUPILKA, P.E., CITY ENGINEER
DATE:	December 18, 2019
SUBJECT:	LEAD SERVICE LINE REPLACEMENT PROGRAM UPDATE

Program Background

The Lead Service Line Replacement Program (LSLRP) is funded through a grant from the NYSDOH that was received in January of 2018. The NYSDOH announced that the City of Poughkeepsie would receive \$544,745 in funding for this program. The program was intended to fund personal services, force account work by city employees, equipment, and construction related expenses.

In accordance with USEPA and NYSDOH recommendations, a specific goal of the program was to encourage residential households that included children with high blood lead levels, children under 6 years of age, pregnant women, or persons with special needs to participate in the program since these groups are at more risk to adverse effects with lead exposure. The City of Poughkeepsie Engineering Department prepared a Program Outline and application process that includes a prioritized site selection procedure based on the group risk criteria. This selection process is necessary since there are limited funds available for construction. Applications that meet the priority criteria are scored the highest and considered priority sites that will be done first. Sites that do not meet the priority criteria are scored lower and, therefore, would be put onto a waiting list for future consideration.

Significant additional outreach was carried out by City Engineering with the NYSOFC and Dutchess County Child Council in an effort to include daycare facilities in the city where young children are present during the day. Presently there are 6 daycare sites included in the initial round of work. Outreach continues for two other locations that have been identified as daycare facilities within the city.

Outreach was also carried out with the City of Poughkeepsie School District. The CPSD Facilities Director informed the city on October 31, 2018 that their external service lines were not an issue in regard to their facilities' lead testing, so they did not need to participate in the program.

It should be noted that the application process remains open and residents are still encouraged to apply. Program applications can be picked up at the City Engineering Department.

Official Minutes of the Common Council Meeting of January 21, 2020

LSLRP Procurement Activities

The City Engineering Department prepared contract documents and specifications in house (force account) to serve as contract documents for the project to maximize the grant funds available for construction. These documents were submitted to the NYSDOH in November of 2018 for use in subsequent bidding of the project. The City received approval from NYSDOH to proceed to bidding and subsequently advertised the project on January 5, 2019. Four bids were received for the work. A requirement of the bid advertisement was for the contractor to solicit MWBE firms requesting a goal of 30% of the bid amount.

After review of bids, SunUp Construction of Wappinger Falls was the low bidder. The City Engineering Department transmitted the received bid documents to NYSDOH for review and approval on April 9, 2019. It should be noted that the contractor could not provide the entire 30% MWBE component with their work plan. This is very typical since there are a very limited number of these firms available to participate on projects due to their existing commitments and associated workload in the middle of the construction season. As a result, a MWBE waiver was requested by the contractor. It should be noted that the city could not formally award the contract until the waiver request was reviewed and approved by NYSDOH. Failure to wait for approval would risk loss of the associated NYSDOH grant funding. The entire review process took about three months causing a significant delay to the construction schedule. Upon review and considerable deliberation by NYSDOH, the city was notified that the MWBE waiver was approved on 7/2/2019. Performance Bonds were provided by the contractor and the city issued a Notice to Proceed to Sun Up Construction on 8/21/2019.

LSLRP Construction Activities

The City Engineering Department held a preconstruction conference on 8/22/2019 to review procedures and request product submittals. The following list of priority sites was developed to initiate the construction work. These locations are households meeting the priority criteria and/or are daycare facilities:

- 120 So. Hamilton Street
- 60 Delafield Street
- 71 So. Randolph Ave.
- 25 Adriance Avenue
- 21 Dwight Street
- 19 Marshall Street-Daycare
- 57 Manitou Avenue-Daycare
- 15 Whitehouse Avenue
- 7 Park Place-Daycare
- 22 Lown Court-Daycare
- 96 Garden Street-Daycare
- 75 Lent Street-Daycare

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9/11/19 Construction commenced for the Round 1 work sites. The first location to be replaced was at 120 So. Hamilton Street. A summary of the construction effort appears below.

<u>Address</u>	<u>Completion Date</u>
120 So. Hamilton Street	Completed 09/12/2019
21 Dwight Street	Completed 09/16/2019
19 Marshall Street-Daycare	Completed 9/26/2019
57 Manitou Avenue-Daycare	Completed 10/1/2019
22 Lown Court-Daycare	Completed 10/7/2019
96 Garden Street-Daycare	Completed 10/9/2019
7 Park Place-Daycare	Completed 11/20/2019
75 Lent Street-Daycare	Completed 11/22/2019
60 Delafield Street	Completed 11/26/2019
71 So. Randolph Ave.	Completed 12/11/2019
25 Adriance Avenue	Weather-postpone to Spring 2020
15 Whitehouse Avenue	Weather-postpone to Spring 2020

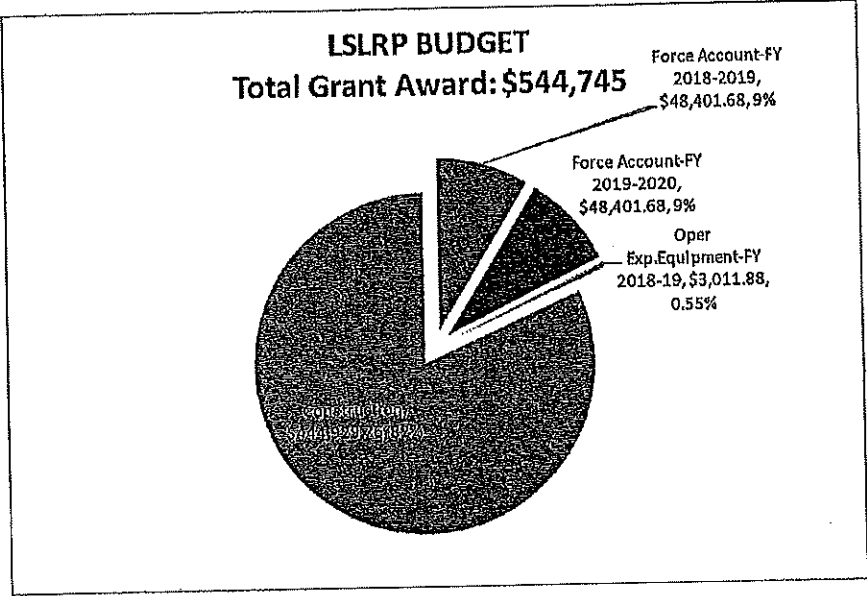
It should be noted that all of the city daycare facilities (6) that requested participation in the LSLRP program were completed this construction season. Unfortunately, the low temperatures and snowy weather complicated the work effort in December 2019. As a result, a winter construction shut down was initiated. Work is expected to resume in Spring 2020 after the local hot asphalt plants open.

Payment for work completed by the contractor will be paid by the city. The Engineering Department will request reimbursement from the NYSDOH by preparing vouchers reflecting payments made. To date the estimate for work completed is approximately \$210,000. Work is expected to be carried out from site to site until the NYSDOH construction budget of \$ 444,929.76 is exhausted.

Supporting information is attached that includes a Program Chronology, Program Budget Report, and a Construction Cost Summary Estimate for work completed to date.

Should you, the Common Council, or constituents have any questions or need further information please feel free to contact me.

City of Poughkeepsie Engineering Department
Richard DuPilka, P.E., City Engineer
Email: rdupilka@cityofpoughkeepsie.com
845-451-4069/451-4192



LSLRP Project Expenditures to Date

Total Grant Award		\$544,745.00	100.0%
Force Account-FY 2018-201	\$48,401.68		
Force Account-FY 2019-202	\$29,244.72		
Oper Exp. Equipment-FY 20	\$3,011.88		
Construction	\$210,000.00		
Total Spent to Date		\$290,658.28	53.4%

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PROJECT NAME: Lead Service Line Replacement Program
 CONTRACTOR SRS PAYEE NAME: City of Poughkeepsie, N.Y.
 CONTRACT NO: 1000002529
 CONTRACT PERIOD
 Date of Report 12/19/2019 From: 3/1/2018 FUND YEAR 1
 To: 2/28/2019

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017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Official Minutes of the Common Council Meeting of January 21, 2020

PROJECT NAME:

Lead Service Line Replacement Program

CONTRACTOR SFS PAYEE NAME:

City of Poughkeepsie, N.Y.

CONTRACT NO:

100002329

CONTRACT PERIOD

From: 3/1/2019

FUND YEAR 2

Date of Report 12/19/2019

To: 2/28/2020

CONTRACT LINE	DESCRIPTION	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
1. Personal Services									
a) Salary	\$ 60,045.38	\$ (22,588.83)	\$ 37,456.55	\$ 18,198.42	\$ 18,198.42	\$ 18,198.42	\$ 18,198.42	\$ 18,198.42	\$ 18,198.42
b) Fringe	\$ 23,243.62	\$ (12,298.49)	\$ 10,945.13	\$ 11,046.30	\$ 11,046.30	\$ 11,046.30	\$ 11,046.30	\$ 11,046.30	\$ 11,046.30
Subtotal	\$ 83,289.00	\$ (34,887.32)	\$ 48,401.68	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72
2. Non Personal Services									
a) Contractual Services	\$ 248,346.89	\$ 196,582.87	\$ 444,929.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
b) Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
c) Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
d) Space/Property & Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
e) Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
f) Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 248,346.89	\$ 196,582.87	\$ 444,929.76	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72
TOTAL	\$ 331,635.89	\$ 161,695.55	\$ 493,331.44	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72	\$ 29,244.72

City of Poughkeepsie ISLRP Reimbursement Request Summary

Fund Year 2018-2019	Voucher No.	Date	ISLRP Budget Code	Budgetline/Expense	Budget Amount	Reimb. Amount
3/1/2018-2/28/2019						
	1	2/7/2019	2	Non-Personal Services Office Expense	3,011.88	\$3,011.88
				Office Equipment		
	2	3/2/2019	1	Personal Services-Force Account		\$42,470.11
	3	5/14/2019	1	Personal Services-Force Account		\$5,931.57
					\$48,401.68	\$48,401.68
Fund Year 2018-2019	Voucher No.	Date		Budget Expense		Reimb. Amount
3/1/2019-2/28/2020						
	4	7/23/2019	1	Personal Services-Force Account		\$18,198.42
	5	10/28/2019	1	Personal Services-Force Account		\$11,046.30
					48,401.68	\$29,244.72

Official Minutes of the Common Council Meeting of January 21, 2020

2018-19 ISLRP Construction Round 1 Work Plan

Location	Last Name	Type	Estimated Cost	No. Services Replaced at Address	Completion Date
120 So. Hamilton Street	Biasini	high lead level child	\$46,023.50	2	Completed 09/12/2019
21 Dwight Street	North	Young Children	\$33,633.50	1	Completed 09/16/2019
19 Marshall Street	Selman	Daycare	\$13,864.00	1	Completed 9/26/2019
96 Garden Street	Oliver	Daycare	\$12,709.00	1	Completed 10/9/2019
57 Mantou Avenue	Wright	Daycare	\$16,332.00	1	Completed 10/1/2019
22 Lowm Court	Paulin	Daycare	\$18,624.50	1	Completed 10/7/2019
7 Park Place	Horton	Daycare	\$14,350.00	1	Completed 11/20/2019
75 Lant Street	Mc Clinton	Daycare	\$15,208.00	1	Completed 11/22/2019
71 So. Randolph Ave.	Avery	Young Children	\$15,379.50	1	Completed 12/11/2019
60 Delefield Street	Burgin	Disabled/Leak	\$22,993.50	1	Completed 11/26/2019
25 Adrance Avenue	Falsetta	Young Children	\$0.00	Pending	Weather-postpone to Spring 2020
15 Whitehouse Avenue	Lipson	Disability	\$0.00	Pending	Weather-postpone to Spring 2020
Round 1 Totals			\$209,117.50	11	services replaced
Cost Per Service Avg:			\$19,010.68		

Official Minutes of the Common Council Meeting of January 21, 2020

LEAD SERVICE LINE INFORMATIONAL MATERIALS



The City of Poughkeepsie

LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

What is the Lead Service Replacement program?

The City of Poughkeepsie is participating in the New York State Lead Service Line Replacement Program. Under this program, the City of Poughkeepsie was awarded a State grant to replace the pipe connecting your household plumbing to the water main in the street, if it contains lead. If you are selected to participate in this program, your water service line can be replaced at no cost to you.

Why is this program important?

Service lines that contain lead are a health concern because they can be a source of lead in tap water. Service lines that contain lead can corrode, causing lead to enter drinking water. The presence of a lead service line does not always mean a home has a lead issue. However, it is best to avoid lead in drinking water. The U.S. Environmental Protection Agency estimates that 20% or more of lead exposure in young children may come from drinking water, and infants who get mostly mixed formula can receive 40-60% of their total exposure to lead from drinking water.

How will the program work?

We will assist homeowners who participate to determine if their water service line contains lead. If it does, we can work together to replace it. We will need to shut the water off to your home while the water service line is replaced. After the water service line is replaced, you will need to flush the plumbing in your house to remove any particles or sediment which may have become loose dislodged during construction. We will provide specific instructions on how to flush your house's water system.

Any pavement, sidewalk or lawn that was disturbed when the line was replaced will be restored at no cost to you once the work has been completed.

Available Resource Materials

Where can I get more information about lead in drinking water?

<https://www.health.ny.gov/publications/2508/>

Where can I get more information about lead hazards?

<https://www.health.ny.gov/environmental/lead/>



The City of Poughkeepsie

LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Where can I get more information about the Lead Service Line Replacement Program?

<https://www.health.ny.gov/environmental/water/drinking/lslrp/> or
LSRRP@health.ny.gov

Please call the City of Poughkeepsie 845-451-4069 or 451-4192 to learn more about the project in our community.

Frequently asked questions about how the work will be carried out.

Q: Who will be doing the work?

A: A Licensed Plumbing Contractor hired by the City

Q: Will you be digging a trench?

A: Most likely yes, in some cases, a trenchless technique like directional borings may be considered as an alternative.

Q: How long will it take to replace the pipe?

A: It would be expected that the work can be completed in 2-3 days in most cases.

Q: Will residents be contacted when the work occurs?

A: Yes

Q: Will residents need to be home when the work is done?

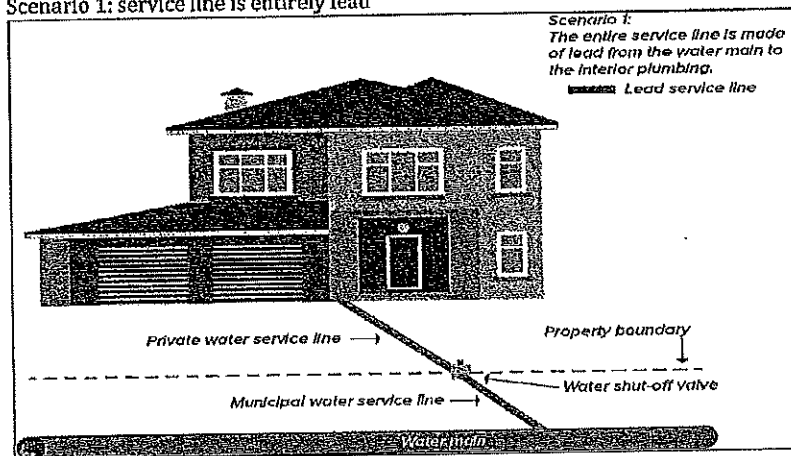
A: Not in most cases, however residents will need to be available to allow access to their basement/water meter.



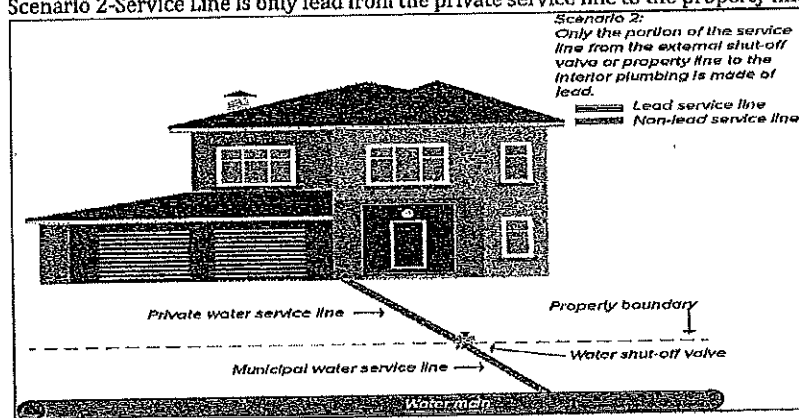
The City of Poughkeepsie LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Schematic Diagrams of Typical Lead Service Arrangement

Scenario 1: service line is entirely lead



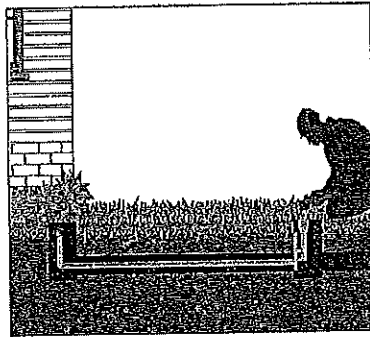
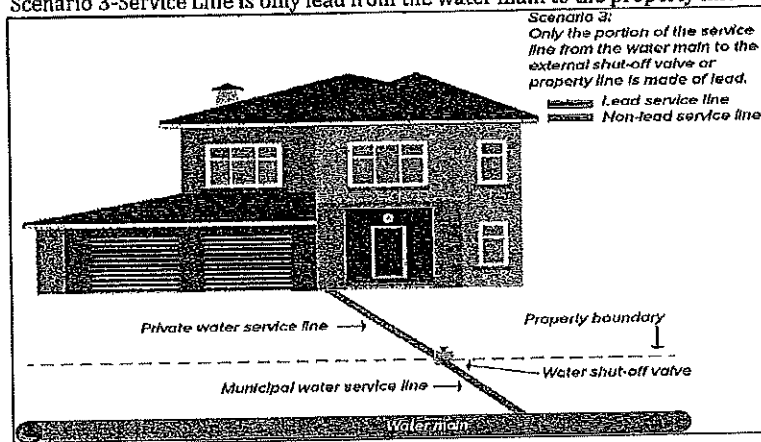
Scenario 2-Service Line is only lead from the private service line to the property line



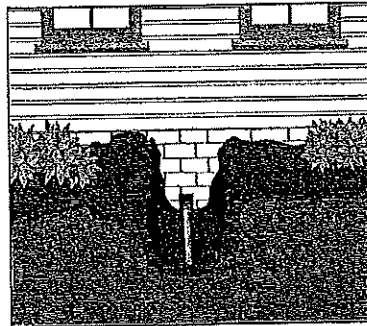


The City of Poughkeepsie LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Scenario 3-Service Line is only lead from the water main to the property line



Trenchless Line Replacement



Water Service Trench-Excavated



The City of Poughkeepsie

LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Water Service Pipe Scratch Test Procedure (To determine Water Service Material Type)

Tools Needed:
Flathead Screwdriver
Refrigerator Magnet

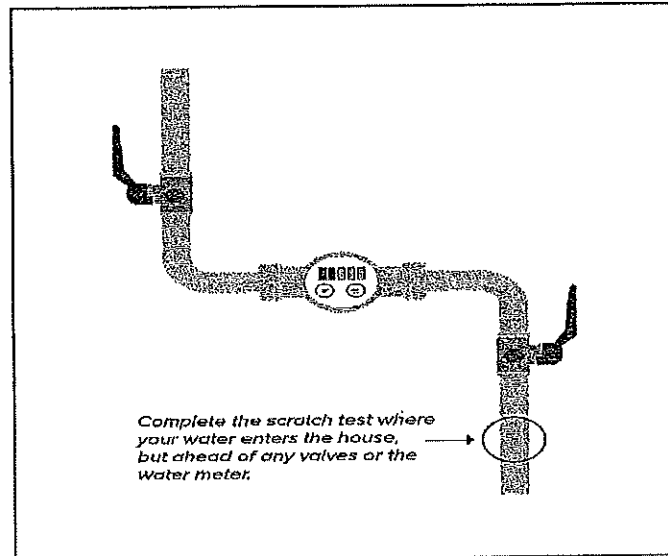
1. Locate the water service line coming into the building. This is typically found in the basement. An "inlet valve" and the water meter are installed on the pipe after the point of entry.
2. Identify a test area on the pipe between the point where it comes into the building and the inlet valve. If the pipe is covered or wrapped, expose a small area of metal.
3. Use the flat edge of a screwdriver or other tool to scratch through any corrosion that may have built up on the outside of the pipe.

TEST RESULTS & CONCLUSIONS:

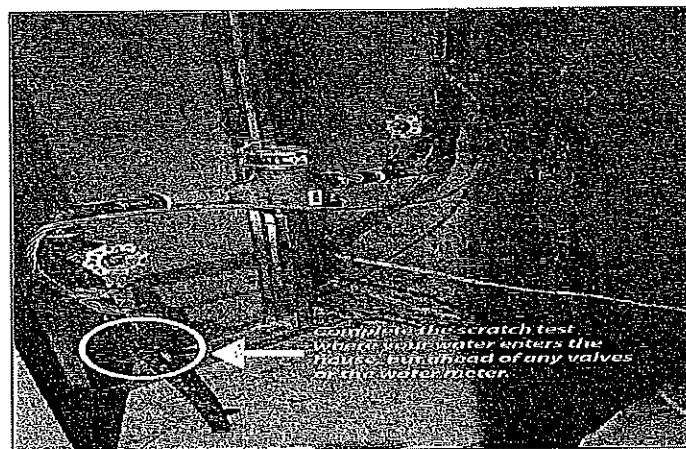
- If the scraped area is shiny and silver, your service line is lead. A magnet will not stick to lead pipe.
- If the scraped area is copper in color, like a penny, your service line is copper. A magnet will not stick to a copper pipe.
- If the scraped area remains a dull gray, and a magnet sticks to the surface, your service line is galvanized steel.



The City of Poughkeepsie LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)



Scratch Test Procedure Location

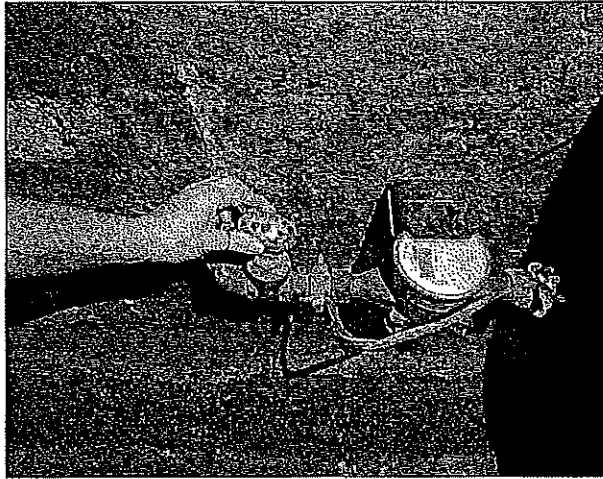




The City of Poughkeepsie

LEAD SERVICE LINE REPLACEMENT PROGRAM (LSLRP)

Typical Water Meter Arrangement



QUESTIONS ABOUT ANYTHING IN THIS DOCUMENT? SEND A NOTE TO
LSLRP@HEALTH.NY.GOV

X. NEW BUSINESS:

Official Minutes of the Common Council Meeting of January 21, 2020

Councilmember Johnson made a motion to reconsider Resolution R20-12, **Councilmember Cherry** seconded the motion. 8 Aye- 0 No

Councilmember Johnson made a motion to table Resolution R20-12, to the Common Council Meeting of Tuesday, February 18, 2020. 7 Aye-1 No (Councilmember Menist)

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Brannen and seconded by Councilmember Lorraine Johnson to adjourn the meeting at 10:02 p.m.

Dated: January 29, 2020

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, January 21, 2020.

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: JANUARY 13TH, 2020

NAME AND ADDRESS OF EACH CLAIMANT:
WILBER & ASSOCIATES O/B/O USAA A/S/O SHANIECE BROWN
210 LANDMARK DR
NORMAL, IL 61761

TELEPHONE NUMBER: 800-313-5169 x3209

NAME AND ADDRESS OF ATTORNEY (IF ANY):
NICOLE R MESSAMORE
210 LANDMARK DR
NORMAL, IL 61761

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE):
DATE/TIME: OCTOBER 1ST, 2019 07:47AM YOUR INSURED, KAITLIN M HORAN, DRIVER OF THE CITY OF POUGHKEEPSIE PD VEHICLE, FAILED TO YIELD TO TRAFFIC CONTROLS, AND PROPERLY CLEAR AN INTERSECTION, THEREFORE STRIKING OUR INSURED, SHANIECE BROWN'S VEHICLE, WHO HAD THE GREEN LIGHT, CAUSING DAMAGES.

ITEMS DAMAGED OR INJURIES SUSTAINED:
OUR VEHICLE: SHANIECE BROWN, OWNER OF THE 2015 HONDA ACCORD TAG# HUP6125/NY
YOUR VEHICLE: KAITLIN M HORAN, DRIVER OF THE 2018 FORD EXPLORER TAG# 184/NY
OWNER: CITY OF POUGHKEEPSIE POLICE DEPARTMENT

Nicole R Messamore

Signature of Claimant

Signature of Claimant

STATE OF ILLINOIS , COUNTY OF MCLEAN s.s.:

NICOLE R MESSAMORE 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.

Nicole R Messamore

Signature of Claimant

Signature of Claimant

Sworn to before me this
13TH day of JANUARY

2020

Collin Snyder
Notary Public

OFFICIAL SEAL
COLLIN SNYDER

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/30/21

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.

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2020 JAN 22 AM 9:49

Toolbar		Claims Documentation		Integrated View		Refresh		Exit		To Bottom	
Financial Summary			Financial Details			Subrogation Details					
Financial Details										Totals:\$14477.19	
<u>Click to Total</u>	<u>Exposure</u>	<u>Item/Party</u>	<u>Benefit</u>	<u>Reason</u>	<u>Allocation Amount</u>	<u>Payee/Remitter</u>	<u>Process Date</u>				
☐	Personal Injury Protection-Medical Expenses	SHANIECE BROWN	Medical bills	Standard indemnity	118.10	WEST CHESTER COUNTY MEDICAL CE	01/06/2020				
☐	Personal Injury Protection-Medical Expenses	SHANIECE BROWN	Medical bills	Standard indemnity	110.74	VASSAR BROTHERS MEDICAL CENTER	12/30/2019				
☐	Personal Injury Protection-Work Loss	SHANIECE BROWN	Wage or income Loss	Standard indemnity	2,460.54	SHANIECE BROWN	12/26/2019				
☐	Personal Injury Protection-Medical Expenses	SHANIECE BROWN	Medical bills	Standard indemnity	324.86	ACTIVE THERAPY SUPPLY	12/24/2019				
☐	Personal Injury Protection-Medical Expenses	SHANIECE BROWN	Medical bills	Standard indemnity	51.54	DASSA ORTHOPEDIC MEDICAL	12/24/2019				
☒	Collision	IV 2015 HONDA ACCORD 4D EXL	Vehicle	Salvage expense	179.00	INSURANCE AUTO AUCTIONS	12/24/2019				
☒	Collision	IV 2015 HONDA ACCORD 4D EXL	Vehicle	Other initial fees	750.00	INSURANCE AUTO AUCTIONS	12/24/2019				
☒	Collision	IV 2015 HONDA ACCORD 4D EXL	Vehicle	Gross salvage recovery	(3,000.00)	INSURANCE AUTO AUCTIONS	12/24/2019				
☐	Personal Injury Protection-Medical Expenses	SHANIECE BROWN	Medical bills	Standard indemnity	12.46	HUDSON VALLEY RADIOLOGISTS PC	12/23/2019				
☐	Personal Injury Protection-Medical Expenses	SHANIECE BROWN	Medical bills	Standard indemnity	98.88	HUDSON VALLEY RADIOLOGISTS PC	12/23/2019				
☐	Personal Injury Protection-Medical Expenses	SHANIECE BROWN	Medical bills	Standard indemnity	134.46	HUDSON VALLEY RADIOLOGISTS PC	12/23/2019				
☐	Personal Injury Protection-Medical Expenses	SHANIECE BROWN	Medical bills	Standard indemnity	1,054.62	ADJUST FOR LIFE CHIROPRACTIC PC	12/23/2019				

	Personal Injury Protection- Medical Expenses	SHANIECE BROWN	Medical bills	Standard Indemnity		ADJUST FOR LIFE CHIROPRACTIC P	12/02/2019
☐	Personal Injury Protection- Medical Expenses	SHANIECE BROWN	Medical bills	Standard Indemnity	40.08	ADJUST FOR LIFE CHIROPRACTIC P	11/20/2019
☐	Personal Injury Protection- Medical Expenses	SHANIECE BROWN	Medical bills	Standard Indemnity	83.69	DASSA ORTHOPEDIC MEDICAL	11/20/2019
☒	Collision	IV 2015 HONDA ACCORD 4D EXL	Vehicle	Standard Indemnity	15,653.19	CAPITAL ONE AUTO FINANCE	11/18/2019
☒	Collision	IV 2015 HONDA ACCORD 4D EXL	Vehicle	Appraisal fee	85.00	SNAPSHEET INC	11/08/2019
☐	Personal Injury Protection- Medical Expenses	SHANIECE BROWN	Medical bills	Standard Indemnity	1,206.66	SHANIECE BROWN	11/01/2019
☒	Rental Reimbursement	IV 2015 HONDA ACCORD 4D EXL	Loss of use	Standard Indemnity	810.00	ENTERPRISE LEASING COMPANY	10/30/2019
☐	Personal Injury Protection- Medical Expenses	SHANIECE BROWN	Medical bills	Standard Indemnity	953.86	VASSAR BROTHERS MEDICAL CENTER	10/24/2019

[Check All](#) | [Clear All](#)
Totals:\$14477.19[To Top](#)

**ALL SUPPLEMENTS REQUIRE PRIOR
APPROVAL**

Workfile ID:

6896823c

TO FILE A SUPPLEMENT PLEASE VISIT THE FOLLOWING
WEBSITE: WWW.SUPPLEMENTS.SNAPSHEET.ME
For questions or assistance please call
(312) 906-7462
CHICAGO, IL 60602

For:

**GARRISON PROPERTY & CASUALTY, A USAA
SUBSIDIARY**
UNIT 1555

Estimate of Record

Owner: BROWN, SHANIECE

Job Number:

Written By: Daryl Ponce
Adjuster: Galindo, Daniel, (800) 531-8722 Business

Insured: BROWN, SHANIECE
Type of Loss: Collision
Point of Impact: 15 Total Loss

Policy #: 042546060
Date of Loss: 10/1/2019 12:00 PM

Claim #: 042546060000000008001
Days to Repair: 99

Owner:
BROWN, SHANIECE
22 FOX TER APT 1
POUGHKEEPSIE, NY 12603
(845) 214-3111 Evening

Inspection Location:
IAA
39 STONE CASTLE RD
ROCK TAVERN, NY 12575
Other
(845) 567-6360 Day
Date Inspected: 11/5/2019

Repair Facility:
UNK

VEHICLE

2015 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI WHITE PEARL TRI

VIN: 1HGCR3F83FA019874
License: UNK
State: NY

Production Date: 2/2015
Odometer: 58,053
Condition: Good

Interior Color: IVORY
Exterior Color: WHITE PEARL TRI

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Metallic Paint
Three Stage Paint

OTHER

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USAA Confidential

Estimate of Record

Owner: BROWN, SHANIECE

Job Number:

2015 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI WHITE PEARL TRI

Power Passenger Seat

Memory Package

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Telescopic Wheel

Climate Control

Backup Camera

Home Link

RADIO

AM Radio

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Lane Departure Warning

ROOF

Electric Glass Sunroof

Fog Lamps

Traction Control

Stability Control

Signal Integrated Mirrors

Power Trunk/Gate Release

Estimate of Record

Owner: BROWN, SHANIECE

Job Number:

2015 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI WHITE PEARL TRI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper cover				1.2	
3	*	Rpr Bumper cover				1.0	2.8
4		Add for Three Stage					2.0
5	R&I	LT Fog lamp bezel				0.1	
6	R&I	RT Fog lamp bezel				0.1	
7		GRILLE					
8	R&I	R&I grille assy				0.2	
9		FRONT LAMPS					
10	R&I	RT R&I headlamp assy				0.3	
11		FENDER					
12	**	Repl A/M KEYSIQ RT Fender	60211T2FA90ZZ	1	246.00	1.8	2.2
13		Add for Three Stage					1.5
14		Add for Edging					0.5
15	R&I	RT Fender liner w/o Hybrid				Incl.	
16	Repl	RT Apron assy Sport, EX, EX-L, Touring, Sport SE auto trans (HSS)	60650T2FA50ZZ	1	250.57 s	8.6	1.2
17		WHEELS					
18	R&I	RT/Front R&I wheel				m 0.1	
19	*	Subl RT/Front Wheel, alloy		1	125.00	X m	
20	*	Rpr RT/Rear Wheel, alloy				m 0.3	
		Note: Buff & Inspect					
21		FRONT SUSPENSION					
22	**	Repl A/M RT Lower cntrl arm auto trans	51350T2AA03	1	180.04 m	1.0 M	
23		STEERING GEAR & LINKAGE					
24	Repl	RT Outer tie rod	53540T2AA01	1	30.77 m	0.5 M	
25		RESTRAINT SYSTEMS					
26	Repl	RT Head air bag w/o Hybrid, w/o Plug-in	78870T2AA80	1	794.77 m	0.3 M	
27		Air bag system diagnosis				m 0.5 M	
28	Repl	Control module w/o Plug-in, w/o Hybrid	77960T2AA02	1	555.89 m	0.5 M	
29	Repl	RT Side impact sens front	77970T2AA01	1	39.13 m	0.3 M	
30	Repl	RT Side impact sens rear	77970T2AA01	1	39.13 m	0.3 M	
31	Repl	RT Belt & retractor w/o Plug-in ivory	04814T2FA00ZD	1	246.20	0.3	
32		ROOF					
33	Repl	Headliner EX-L, Touring ivory	83200T2FA61ZA	1	597.08	3.9	
34	R&I	RT Roof molding				0.3	
35	#	Blnd RT Roof Rail					0.6
36	Repl	RT Sunvisor ivory w/o Hybrid	83230T2FA52ZA	1	122.10	Incl.	
37	Repl	Grip handle w/o coat hook ivory	83240SNAA01YC	1	37.58	Incl.	

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USAA Confidential

Estimate of Record

Owner: BROWN, SHANIECE

Job Number:

2015 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI WHITE PEARL TRI

38	PILLARS, ROCKER & FLOOR						
39	Repl	RT Outer rocker pnl w/o Plug-in	04631T2FA00ZZ	1	597.47 s	11.0	1.8
40		Overlap Major Adj. Panel					-0.4
41		Add for Three Stage					0.6
42	*	Rpr RT Lower plr reinf (HSS)			s	<u>3.0</u>	<u>0.5</u>
43	Repl	RT Wndshld plr trim Sport, EX, EX-L, Touring, Hybrid Ivory	84101T2AY01ZA	1	55.58	Incl.	
44	Repl	RT Upr ctr plr trim ivory	84111T2AA01ZA	1	46.65	Incl.	
45	FRONT DOOR						
46	R&I	RT Belt molding				0.3	
47	*	Repl LKQ RT door assy +25%	67010T2AA90ZZ	1	<u>881.25</u>	1.5	3.0
		Note: LKQ (800) 626-6708 Grade A					
48		Overlap Major Adj. Panel					-0.4
49		Add for Three Stage					1.0
50	*	R&I RT R&I trim panel				Incl.	
51	*	Repl LKQ RT Mirror assy +25%		1	<u>118.75</u>	<u>0.4</u>	<u>1.1</u>
		Note: LKQ					
52		Add for Three Stage					0.4
53	*	R&I RT Handle, outside				0.4	
54	*	Refn RT Handle, outside					
55	*	Repl LKQ RT Door glass	73300T2AA10	1	Incl.	<u>0.4</u>	
56	REAR DOOR						
57	Blnd	RT Outer panel w/o Plug-in, w/o Hybrid (HSS)					1.4
58	R&I	RT Belt molding				0.3	
59	R&I	RT R&I trim panel				0.4	
60	R&I	RT Handle, outside				0.4	
61	QUARTER PANEL						
62	*	Rpr RT Quarter panel w/o Hybrid				<u>6.0</u>	2.7
63		Overlap Major Adj. Panel					-0.4
64		Add for Three Stage					0.9
65	R&I	RT Splash shield w/o Hybrid				0.2	
66	Repl	RT Qtr pillar trim EX, EX-L, Sport, Touring ivory	84131T2AY01ZA	1	69.72	Incl.	
67	REAR LAMPS						
68	R&I	RT Tail lamp assy				0.2	
69	REAR BUMPER						
70	R&I	R&I bumper cover				0.9	
71	MISCELLANEOUS OPERATIONS						
72	#	Subl Alignment - 4 Wheel		1	79.95 X		
73	#	Repl Corrosion Protection		1	5.00		
74	#	Rpr Disconnect Battery & Reset Electrical Components				0.3	
75	#	Repl Flex additive		1	6.00		
76	#	Rpr Rough Pull				2.0	
77	#	Rpr Rope/Mask - Windshield				0.3	

Estimate of Record

Owner: **BROWN, SHANIECE**

Job Number:

2015 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI WHITE PEARL TRI

78	#	Rpr	Rope/Mask - Back glass			0.3
79		Repl	Cover car/bag	1		0.2
80	#	Repl	Caulk/Seam Sealer	1	15.00	
81	#	Subl	Clean Interior	1	60.00 X	
82			OTHER CHARGES			
83	#		E.P.C.	1	3.50	
SUBTOTALS					5,203.13	50.1
						23.0

NOTES

Estimate Notes:
IA-1465409

Prior Damage Notes:
None

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			4,934.68
Body Labor	46.7 hrs @	\$ 53.00 /hr	2,475.10
Paint Labor	23.0 hrs @	\$ 53.00 /hr	1,219.00
Mechanical Labor	3.4 hrs @	\$ 53.00 /hr	180.20
Paint Supplies			550.00
Miscellaneous			264.95
Other Charges			3.50
Subtotal			9,627.43
Sales Tax	\$ 9,627.43 @	8.1250 %	782.23
Total Cost of Repairs			10,409.66
Deductible			500.00
Total Adjustments			500.00
Net Cost of Repairs			9,909.66

Estimate of Record

Owner: BROWN, SHANIECE

Job Number:

2015 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI WHITE PEARL TRI

Please Present A Copy Of This Estimate To A Repair Facility Of Your Choice

*USAA Subsidiaries include: United Services Automobile Association(USAA), USAA Casualty Insurance Company(CIC), USAA General Indemnity Company(GIC) USAA County Mutual Insurance(CMI) and Garrison Property Casualty Insurance Company. Garrison Property and Casualty Insurance Company, a subsidiary of USAA Casualty Insurance Company, is authorized to use the USAA logo, a registered trademark of United Services Automobile Association.

This is not an authorization to repair. Failing to present this estimate to the repairing garage before repair may result in additional expenses to you. A USAA appraiser must authorize any supplement to this estimate. Repairs to this vehicle may require specific welding equipment as recommended by the manufacturer.

If alternative quality replacement parts have been included in this appraisal, the source for these parts has also been disclosed. If alternative quality replacement parts as listed on the appraisal are ultimately used in the repair of your vehicle, the warranty on such parts will be equal to, or greater than, the parts being replaced, as stated in USAA's limited parts warranty. USAA warrants that the parts used on your vehicle will be of like kind and quality, function, fit, safety and corrosion protection as the part or parts they replace. USAA identifies certified and validated parts for sheet metal replacement parts.

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

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

Estimate calculated using a preset user threshold amount for the paint and material cost.

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

Owner: BROWN, SHANIECE

Job Number:

2015 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI WHITE PEARL TRI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4439, CCC Data Date 11/01/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

PURSUANT TO SECTION 2610 OF THE INSURANCE LAW, AN INSURANCE COMPANY CANNOT REQUIRE THAT REPAIRS BE MADE TO A MOTOR VEHICLE IN A PARTICULAR PLACE OR REPAIR

Estimate of Record

Owner: BROWN, SHANIECE

Job Number:

2015 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI WHITE PEARL TRI

SHOP. YOU HAVE THE RIGHT TO HAVE YOUR VEHICLE REPAIRED IN THE SHOP OF YOUR
CHOICE

Estimate of Record

Owner: **BROWN, SHANIECE**

Job Number:

2015 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI WHITE PEARL TRI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
12	Keystone-USAA-A-Austin 11011 BLUFF BEND DRIVE AUSTIN TX 78753 (800) 580-8989 (512) 339-3001	#HO1241185PP A/M KEYSIQ RT Fender	\$ 246.00
22	NAPA 2999 CIRCLE 75 PARKWAY ATLANTA GA 30339 (800) 538-6272 (999) 999-9999	#NCP2608313 A/M RT Lower cntrl arm auto trans	\$ 180.04



3626

REMITTANCE: 28261451

DATE: 12/24/2019

Insurance Auto Auctions, Inc.

Attn: Settlement Group
Two Westbrook Corporate Center Suite 500
Westchester, IL 60154
Phone: (708) 492-7000
Fax: (708) 492-7078
E-mail:

Remittance Payable To:

USAA - ACH
9800 Fredericksburg Road
Attn: Michaela Gallegos
San Antonio, TX 78288
Attn: Salvage Dept

Salvage Information

IAA Stock #: 000-26178303
IAA Branch: Newburgh
Fed. Tax I.D. 352123607
Handler: EDI EDI
Adjuster: Daniel Galindo
Insured: SHANIECE, N BROWN
Owner: SHANIECE, N BROWN
Claim #: 8
Policy #: 42546060
Vehicle: 2015 HONDA ACCORD
Damage: Right Front/All Over
Mileage: 58053
Mileage Type: Actual
VIN: 1HGCR3F83FA019874
ACV: \$14,870.00
NICB Date: 12/24/2019

Account of Sale

	Total Activity	%ACV
Sales	\$3,000.00	20.17
IAA Charges		
Consignment Flat Fee	\$42.50	0.29
Inbound Tow	\$56.50	0.38
Title Procurement - Misc	\$20.00	0.13
Title Procurement - With Lien	\$60.00	0.40
Less IAA Charges	(\$179.00)	(1.20)
Net IAA Return	\$2,821.00	18.97
Outside Charges Advanced by IAA		
Impound Fee	\$750.00	5.04
Less Outside Charges	(\$750.00)	(5.04)
Payment Amount	\$2,071.00	13.93 %

Buyer Information

AYC AUTO IMPORTS LLC
640 N Dixie Hwy
Hollywood, FL 33020
Resale Certificate # : 16-8017667398-8 (NY)

Elapsed Days Analysis

Date of Event:	Date	Days
Loss	10/1/2019	--
Assigned	10/1/2019	1
Released	11/5/2019	36
Pickup	11/5/2019	1
Title Rec'd	11/13/2019	9
Sale Doc. Rec'd	12/14/2019	32
Auction Date	12/23/2019	10
Buyer Payment	N/A	0
Remittance	12/24/2019	2

Elapsed Total Days:

85

IAA Doc. RP002.rpt

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USAA Confidential



MARKET VALUATION REPORT

Prepared for GARRISON PROPERTY & CASUALTY, A USAA SUBSIDIARY



REPORT SUMMARY



CLAIM INFORMATION

Owner	Brown, Shaniece 22 Fox Ter Apt 1 Poughkeepsie, NY 12603
Loss Vehicle	2015 Honda Accord Sedan EX-L Automatic
Loss Incident Date	10/01/2019
Claim Reported	11/05/2019

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by GARRISON PROPERTY & CASUALTY, A USAA SUBSIDIARY.

Loss vehicle has 15% fewer than average mileage of 68,300.



INSURANCE INFORMATION

Report Reference Number	95310232
Claim Reference	04254606000000008001
Adjuster	Galindo, Daniel
Appraiser	Virtual Fis By Screenshot
Odometer	58,053
Last Updated	11/05/2019 05:00 PM



VALUATION SUMMARY

Base Vehicle Value	\$ 14,870.00
Adjusted Vehicle Value	\$ 14,870.00
Vehicular Tax (8.125%)	+ \$ 1,208.19
Tax reflects applicable state, county and municipal taxes.	

Total	\$ 16,078.19
--------------	---------------------

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

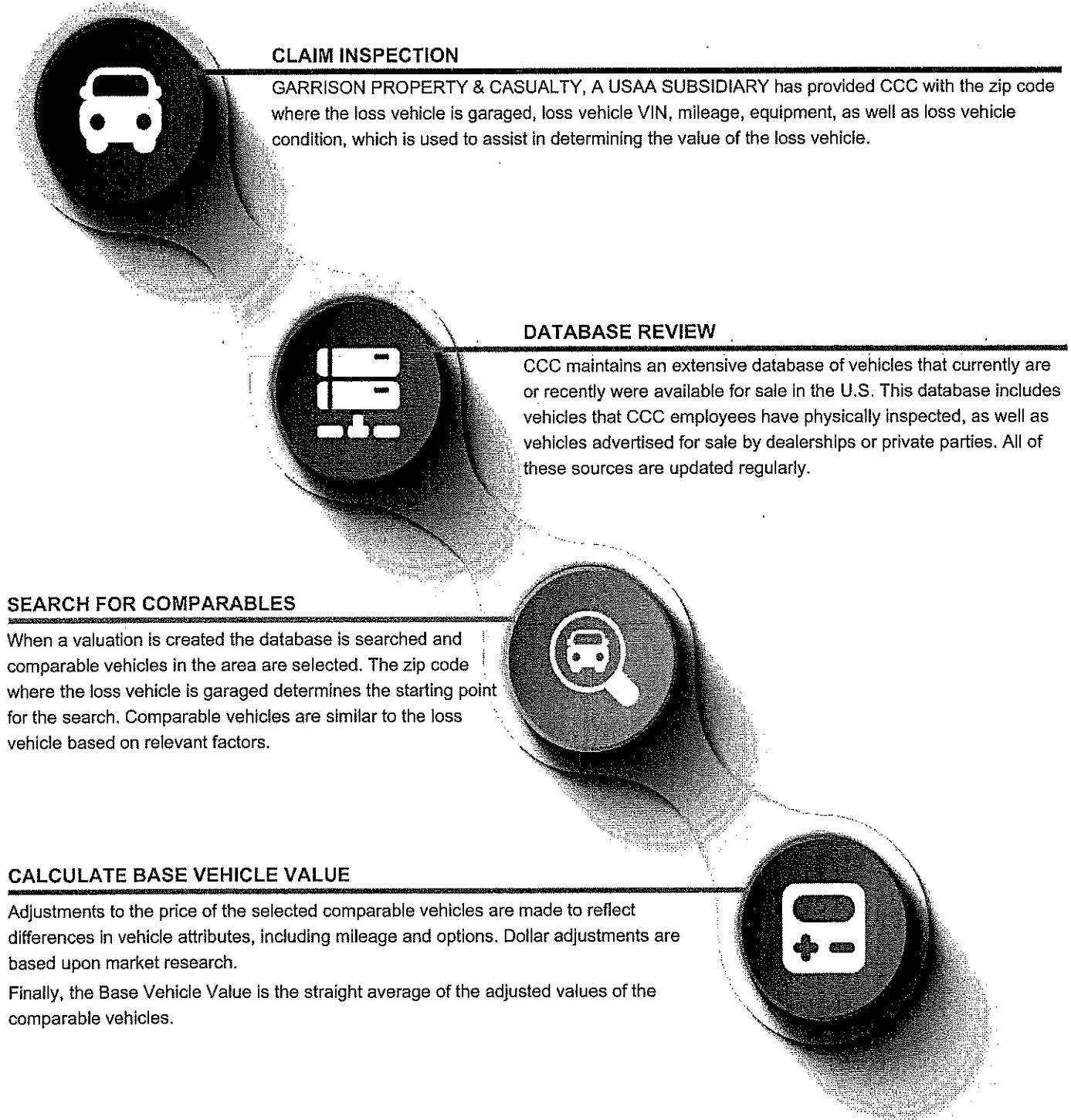
This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	7
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Supplemental Information.....	12

VALUATION METHODOLOGY

How was the valuation determined?



CCC ONE. MARKET VALUATION REPORT

Owner: Brown, Shaniece
Claim: 04254606000000008001



VEHICLE INFORMATION

VEHICLE DETAILS

Location	POUGHKEEPSIE, NY 12603
VIN	1HGCR3F83FA019874
Year	2015
Make	Honda
Model	Accord Sedan
Trim	EX-L
Body Style	Automatic
Body Type	Sedan
Engine -	
Cylinders	6
Displacement	3.5L
Fuel Type	Gasoline
Carburation	Sequential MPI
Transmission	Automatic Transmission Overdrive
Curb Weight	0 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

VEHICLE HISTORY SUMMARY

CCC VINguard®	8 Vehicle Market History Information	07/28/2018
Experian AutoCheck	No Title Problem Found	
National Highway Traffic Safety Administration	2 Recalls	

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Package 1:	Collision Avoidance	
Odometer	58,053	
Transmission	Automatic Transmission	✓
	Overdrive	☐
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Driver Seat	✓
	Power Passenger Seat	✓
	Power Trunk/Gate Release	✓
Decor/Convenience	Air Conditioning	✓
	Climate Control	✓
	Tilt Wheel	✓
	Cruise Control	✓
	Rear Defogger	✓
	Intermittent Wipers	✓
	Console/Storage	✓
	Overhead Console	✓
	Memory Package	✓
	Keyless Entry	✓
	Telescopic Wheel	✓
	Message Center	✓
	Home Link	✓
Seating	Bucket Seats	✓
	Reclining/Lounge Seats	☐
	Leather Seats	✓
	Heated Seats	✓
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓

To the left is the equipment of the loss vehicle that GARRISON PROPERTY & CASUALTY, A USAA SUBSIDIARY provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

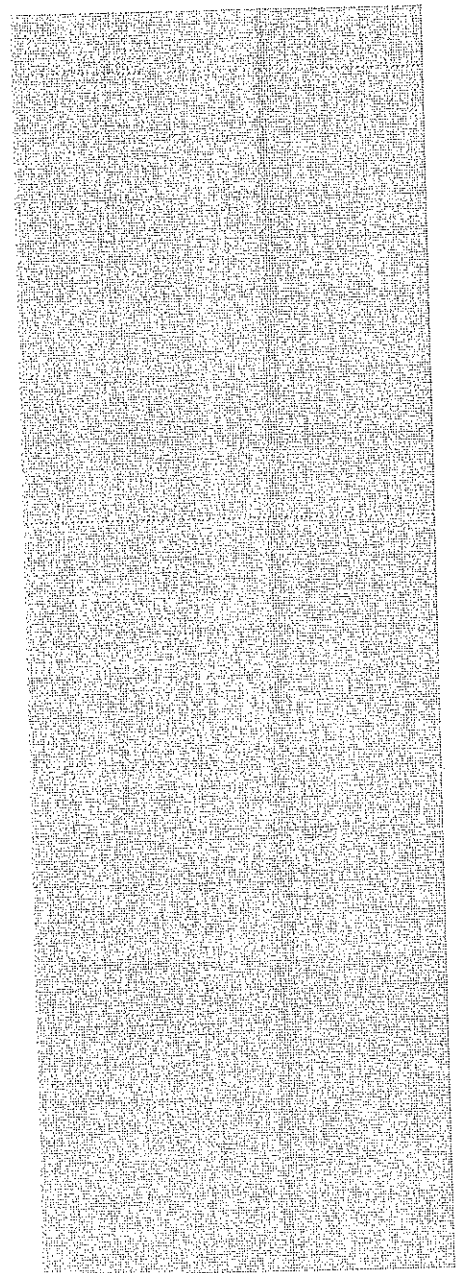
☐ **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.



VEHICLE INFORMATION

VEHICLE EQUIPMENT

	Search/Seek	✓
	CD Player	✓
	Steering Wheel Touch Controls	✓
	Auxiliary Audio Connection	✓
	Satellite Radio	✓
Wheels	Aluminum/Alloy Wheels	✓
Roof	Electric Glass Roof	✓
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Anti-lock Brakes (4)	✓
	4-wheel Disc Brakes	✓
	Front Side Impact Air Bags	✓
	Head/Curtain Air Bags	✓
	Backup Camera	✓
	Hands Free	✓
	Alarm	✓
	Traction Control	✓
	Stability Control	✓
	Lane Departure Warning	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Heated Mirrors	✓
	Tinted Glass	✓
	Fog Lamps	✓
	Signal Integrated Mirrors	✓
	Metallic Paint	☐
	Three Stage Paint	☐



CCC ONE. MARKET VALUATION REPORT

Owner: Brown, Shaniece
Claim: 04254606000000008001

VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes	Value Impact
Mechanical	GOOD	Minimal dirt and grease in engine compartment	\$ 0
Tires	GOOD	Normal wear	\$ 0
Paint	GOOD	Minor scratches and chips	\$ 0
Body	GOOD	No visible dents or rust	\$ 0
Glass	GOOD	Few chips	\$ 0
Interior	GOOD	Normal wear. No torn seats or missing components	\$ 0
Total Condition Adjustments			\$ 0

GARRISON PROPERTY & CASUALTY, A USAA SUBSIDIARY uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Good condition. These dollar adjustments are based upon interviews with dealerships across the United States.

CCC ONE. MARKET VALUATION REPORT

Owner: Brown, Shaniece
Claim: 04254606000000008001

COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Collision Avoidance	✓	✓	✓	✓
Odometer	58,053	67,262	20,862	62,304
Automatic Transmission	✓	✓	✓	✓
Overdrive	✓	x	x	x
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Power Passenger Seat	✓	✓	✓	✓
Power Trunk/Gate Release	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Climate Control	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Rear Defogger	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Memory Package	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Telescopic Wheel	✓	✓	✓	✓
Message Center	✓	✓	✓	✓
Home Link	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	x	x	x
Leather Seats	✓	✓	✓	✓
Heated Seats	✓	✓	✓	✓
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✓	✓	✓
Steering Wheel Touch Controls	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Premium Radio	x	x	✓	x
Satellite Radio	✓	✓	✓	✓
Aluminum/Alloy Wheels	✓	✓	✓	✓
Electric Glass Roof	✓	✓	✓	✓

Comp 1 Updated Date: 08/11/2019
2015 Honda Accord Sedan Ex-I W/
continuously Variable Transmission
Pzev 4 2.4l Gasoline Gasoline Direct
Injection
VIN 1HGCR2F89FA163116
Dealership Dutchess Dodge Chrysler
Jeep
Telephone (845) 462-7700
Source Autotrader
Stock # 22852
Distance from Poughkeepsie, NY
2 Miles - Poughkeepsie, NY
Comp 2 Updated Date: 10/20/2019
2015 Honda Accord Sedan Ex-I W/
continuously Variable Transmission
Pzev 4 2.4l Gasoline Gasoline Direct
Injection
VIN 1HGCR2F83FA152225
Dealership Friendly Honda
Telephone (845) 454-2400
Source Autotrader
Stock # 191867SA
Distance from Poughkeepsie, NY
0 Miles - Poughkeepsie, NY
Comp 3 Updated Date: 08/30/2019
2015 Honda Accord Sedan Ex-
I Automatic Pzev 6 3.5l Gasoline
Sequential Mpi
VIN 1HGCR3F87FA021286
Dealership Honda Of Watertown
Contact Kevin Warner
Telephone (860) 945-3611
Source Inspected Inventory
Stock # 190636A
Distance from Poughkeepsie, NY
39 Miles - Watertown, CT

Comparable vehicles used in the
determination of the Base Vehicle Value
are not intended to be replacement
vehicles but are reflective of the market
value, and may no longer be available
for sale.

List Price is the sticker price of an
inspected dealer vehicle and the
advertised price for the advertised
vehicle.

CCC ONE. MARKET VALUATION REPORT

Owner: Brown, Shaniece
Claim: 04254606000000008001

COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Anti-lock Brakes (4)	✓	✓	✓	✓
4-wheel Disc Brakes	✓	✓	✓	✓
Front Side Impact Air Bags	✓	✓	✓	✓
Head/Curtain Air Bags	✓	✓	✓	✓
Backup Camera	✓	✓	✓	✓
Parking Sensors	x	✓	✓	✓
Hands Free	✓	✓	✓	✓
Alarm	✓	✓	✓	✓
Traction Control	✓	✓	✓	✓
Stability Control	✓	✓	✓	✓
Lane Departure Warning	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Heated Mirrors	✓	✓	✓	✓
Tinted Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Signal Integrated Mirrors	✓	✓	✓	✓
Clearcoat Paint	x	✓	✓	✓
Metallic Paint	✓	x	x	x
Three Stage Paint	✓	x	x	x

Take Price is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

Distance is based upon a straight line between loss and comparable vehicle locations.

The **Condition Adjustment** sets that comparable vehicle to Good condition, which the loss vehicle is also compared to in the Vehicle Condition section.

List Price \$ 15,000 \$ 19,300

Take Price \$ 16,200

Adjustments:

Make/Model/Trim	+ \$ 600	+ \$ 600	
Options	- \$ 100	- \$ 250	- \$ 100
Mileage	+ \$ 945	- \$ 2,755	+ \$ 410
Condition*	- \$ 1,442	- \$ 1,442	- \$ 1,442

Adjusted Comparable Value \$ 15,003 \$ 15,453 \$ 15,068

CCC ONE. MARKET VALUATION REPORT

Owner: Brown, Shaniece
Claim: 042546060000000008001

COMPARABLE VEHICLES

ADDITIONAL COMPARABLE VEHICLES

Additional Comparable Vehicles are in summary format, but are adjusted the same as those on the previous page.

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Take Price is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

Distance is based upon a straight line between loss and comparable vehicle locations.

Source	Vehicle	Price	Adjusted Comparable Value
Comp 4			
Source: Inspected Inventory Honda Of Watertown Watertown, CT (860) 945-3611 39 Miles From Poughkeepsie, NY	2015 Honda Accord Sedan Ex-I Automatic Pzev 6 3.5l Gasoline Sequential Mpi Odometer: 62,759 VIN: 1HGCR3F82FA009448 Stock #: 19324A Updated Date: 10/03/2019	\$ 16,461 (Take)	\$ 15,275
Comp 5			
Source: Inspected Inventory Curtis-ryan Honda Shelton, CT (203) 929-1484 46 Miles From Poughkeepsie, NY	2015 Honda Accord Sedan Ex-I Automatic Pzev 6 3.5l Gasoline Sequential Mpi Odometer: 47,731 VIN: 1HGCR3F84FA022511 Stock #: 5204U Updated Date: 09/18/2019	\$ 17,299 (Take)	\$ 14,919
Comp 6			
Source: Truecar Lia Honda Brewster Brewster, NY (845) 278-4100 23 Miles From Poughkeepsie, NY	2015 Honda Accord Sedan Ex-I Automatic Pzev 6 3.5l Gasoline Sequential Mpi Odometer: 52,398 VIN: 1HGCR3F89FA006630 Stock #: 23965T Updated Date: 11/03/2019	\$ 16,765 (List)	\$ 14,739
Comp 7			
Source: Truecar Curry Subaru Cortlandt Manor, NY (914) 930-3700 26 Miles From Poughkeepsie, NY	2015 Honda Accord Sedan Ex-I W/continuously Variable Transmission Pzev 4 2.4l Gasoline Gasoline Direct Injection Odometer: 26,881 VIN: 1HGCR2F84FA107486 Stock #: 55198ST Updated Date: 10/07/2019	\$ 16,995 (List)	\$ 13,644
Comp 8			

COMPARABLE VEHICLES

ADDITIONAL COMPARABLE VEHICLES

Source: Truecar Curry Honda In Yorktown Yorktown Heights, NY (914) 739-7600 26 Miles From Poughkeepsie, NY	2015 Honda Accord Sedan Ex-I W/continuously Variable Transmission Pzev 4 2.4l Gasoline Gasoline Direct Injection Odometer: 17,322 VIN: 1HGCR2F80FA176028 Stock #: 42953P Updated Date: 11/03/2019	\$ 17,998 (List)	\$ 14,148
Comp 9 Source: Truecar Middletown Honda Middletown, NY (845) 343-0055 28 Miles From Poughkeepsie, NY	2015 Honda Accord Sedan Ex-I Automatic Pzev 6 3.5l Gasoline Sequential Mpi Odometer: 99,881 VIN: 1HGCR3F8XFA001985 Stock #: U9449PA Updated Date: 09/01/2019	\$ 13,048 (List)	\$ 14,783
Comp 10 Source: Autotrader Mt. Kisco Honda Bedford Hills, NY (914) 666-0030 32 Miles From Poughkeepsie, NY	2015 Honda Accord Sedan Ex-I W/continuously Variable Transmission Pzev 4 2.4l Gasoline Gasoline Direct Injection Odometer: 29,209 VIN: 1HGCR2F81FA251769 Stock #: 903648 Updated Date: 09/24/2019	\$ 17,652 (List)	\$ 14,401
Comp 11 Source: Autotrader Car City Of Danbury Danbury, CT (203) 730-9296 29 Miles From Poughkeepsie, NY	2015 Honda Accord Sedan Ex-I Automatic Pzev 6 3.5l Gasoline Sequential Mpi Odometer: 130,400 VIN: 1HGCR3F81FA024877 Stock #: A-024877 Updated Date: 10/27/2019	\$ 12,500 (List)	\$ 15,465
Comp 12 Source: Autotrader Mahwah Honda Mahwah, NJ (201) 529-5700 43 Miles From Poughkeepsie, NY	2015 Honda Accord Sedan Ex-I Automatic Pzev 6 3.5l Gasoline Sequential Mpi Odometer: 57,915 VIN: 1HGCR3F81FA033112 Stock #: 23240 Updated Date: 11/03/2019	\$ 16,991 (List)	\$ 15,536

SUPPLEMENTAL INFORMATION



VEHICLE HISTORY INFORMATION

VINguard®

VINguard® Message: VINguard has decoded this VIN without any errors

Vehicle Market History Information:

This vehicle was reported to CCC on 04/09/2018 Mileage: 32657

Location: AutoTrader in NORTH HAVEN, CT

This vehicle was reported to CCC on 04/09/2018 Mileage: 32657

Location: AutoTrader in NORTH HAVEN, CT

This vehicle was reported to CCC on 04/09/2018 Mileage: 32657

Location: Dealer Advertised in NORTH HAVEN, CT

This vehicle was reported to CCC on 04/09/2018 Mileage: 32657

Location: Dealer Advertised in NORTH HAVEN, CT

This vehicle was reported to CCC on 06/09/2018 Mileage: 32668

Location: TrueCar in POUGHKEEPSIE, NY

This vehicle was reported to CCC on 06/09/2018 Mileage: 32668

Location: TrueCar in POUGHKEEPSIE, NY

This vehicle was reported to CCC on 07/28/2018 Mileage: 32668

Location: AutoTrader in POUGHKEEPSIE, NY

This vehicle was reported to CCC on 07/28/2018 Mileage: 32668

Location: AutoTrader in POUGHKEEPSIE, NY

CCC ONE. MARKET VALUATION REPORT

SUPPLEMENTAL INFORMATION

Owner: Brown, Shaniece
Claim: 04254606000000008001



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

CCC provides GARRISON PROPERTY & CASUALTY, A USAA SUBSIDIARY information reported by Experian regarding the 2015 Honda Accord Sedan (1HGCR3F83FA019874). This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND:

- ✓ No Event Found
- Event Found
- Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK

THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss vehicle show no vehicle information that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

ODOMETER CHECK

THIS VEHICLE CHECKS OUT
AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

TITLE CHECK

	RESULTS FOUND
Abandoned	✓ No Abandoned Record Found
Damaged	✓ No Damaged Record Found
Fire Damage	✓ No Fire Damage Record Found
Grey Market	✓ No Grey Market Record Found
Hail Damage	✓ No Hail Damage Record Found
Insurance Loss	✓ No Insurance Loss Record Found
Junk	✓ No Junk Record Found
Rebuilt	✓ No Rebuilt Record Found
Salvage	✓ No Salvage Record Found

EVENT CHECK

	RESULTS FOUND
NHTSA Crash Test Vehicle	✓ No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓ No Frame Damage Record Found
Major Damage Incident	✓ No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓ No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓ No Odometer Problem Record Found
Recycled	✓ No Recycled Record Found
Water Damage	✓ No Water Damage Record Found
Salvage Auction	✓ No Salvage Auction Record Found

VEHICLE INFORMATION

	RESULTS FOUND
Accident	✓ No Accident Record Found
Corrected Title	✓ No Corrected Title Record Found
Driver Education	✓ No Driver Education Record Found
Fire Damage Incident	✓ No Fire Damage Incident Record Found
Lease	✓ No Lease Record Found
Lien	✓ No Lien Record Found
Livery Use	✓ No Livery Use Record Found
Government Use	✓ No Government Use Record Found
Police Use	✓ No Police Use Record Found
Fleet	✓ No Fleet Record Found
Rental	✓ No Rental Record Found
Fleet and/or Rental	✓ No Fleet and/or Rental Record Found
Repossessed	✓ No Repossessed Record Found
Taxi use	✓ No Taxi use Record Found
Theft	✓ No Theft Record Found
Fleet and/or Lease	✓ No Fleet and/or Lease Record Found
Emissions Safety Inspection	✓ No Emissions Safety Inspection Record Found
Duplicate Title	✓ No Duplicate Title Record Found

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 11/05/2019

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
05/10/2015	CA	19	Motor Vehicle Dept.	ODOMETER READING FROM DMV
05/27/2015	CA		Motor Vehicle Dept.	TITLE (Lien Reported) (Lease Reported)
05/27/2015	SAN DIEGO, CA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL (Lease Reported)
07/06/2016	MA		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL (Lease Reported)
07/22/2016	MA	21000	Motor Vehicle Dept.	TITLE (Lease Reported)
04/09/2018	NORTH HAVEN, CT	32657	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
04/09/2018	NORTH HAVEN, CT		Dealer Service	VEHICLE DETAILED
04/09/2018	NORTH HAVEN, CT		Dealer Service	TIRES OR WHEELS SERVICE PERFORMED
04/09/2018	NORTH HAVEN, CT		Dealer Service	VEHICLE SERVICED
05/14/2018	EASTERN REGION	32665	Auto Auction	REPORTED AT AUTO AUCTION
05/25/2018	POUGHKEEPSIE, NY	32668	Dealer Service	VEHICLE INSPECTED
05/25/2018	POUGHKEEPSIE, NY		Dealer Service	ELECTRICAL SYSTEM SERVICED
05/25/2018	POUGHKEEPSIE, NY		Dealer Service	TIRES OR WHEELS SERVICE PERFORMED
05/25/2018	POUGHKEEPSIE, NY		Dealer Service	LUBE, OIL AND/OR FILTER CHANGED
05/25/2018	POUGHKEEPSIE, NY		Dealer Service	VEHICLE SERVICED
06/02/2018	POUGHKEEPSIE, NY	32668	Honda Authorized Dealer	VEHICLE LISTED FOR SALE AS HONDA CERTIFIED VEHICLE
06/26/2018	POUGHKEEPSIE, NY	32779	Dealer Service	VEHICLE RECONDITIONING PERFORMED
07/26/2018	POUGHKEEPSIE, NY		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL

SUPPLEMENTAL INFORMATION

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
07/26/2018	POUGHKEEPSIE, NY	32818	Honda Authorized Dealer	VEHICLE SOLD AS HONDA CERTIFIED VEHICLE
07/26/2018	POUGHKEEPSIE, NY		Dealer Service	VEHICLE RECONDITIONING PERFORMED
08/04/2018	POUGHKEEPSIE, NY	33835	Independent Source	INDEPENDENT INSPECTION
08/14/2018	POUGHKEEPSIE, NY	32808	Motor Vehicle Dept.	TITLE (Lien Reported)
10/01/2018	POUGHKEEPSIE, NY	36231	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
10/01/2018	POUGHKEEPSIE, NY		Dealer Service	ELECTRICAL SYSTEM SERVICED
10/01/2018	POUGHKEEPSIE, NY		Dealer Service	LUBE, OIL AND/OR FILTER CHANGED
04/11/2019	POUGHKEEPSIE, NY	48302	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
04/11/2019	POUGHKEEPSIE, NY		Dealer Service	ELECTRICAL SYSTEM SERVICED
04/11/2019	POUGHKEEPSIE, NY		Dealer Service	VEHICLE SERVICED
06/24/2019	POUGHKEEPSIE, NY	51456	Dealer Service	MULTIPLE POINT VEHICLE INSPECTION
06/24/2019	POUGHKEEPSIE, NY		Dealer Service	VEHICLE SERVICED

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

SUPPLEMENTAL INFORMATION

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

CCC ONE. MARKET VALUATION REPORT

SUPPLEMENTAL INFORMATION

Owner: Brown, Shaniece
Claim: 042546060000000008001



NHTSA VEHICLE RECALL

NHTSA Campaign ID : 15V121000

Mfg's Report Date : MAR 01, 2015

Component : ENGINE AND ENGINE COOLING:ENGINE

Potential Number Of Units Affected : 137

Summary : American Honda Motor Co. (Honda) is recalling certain model year 2014 Accord L4 vehicles manufactured July 29, 2014, to July 31, 2014, 2015 Accord L4 vehicles manufactured August 14, 2014, to January 30, 2015, and 2015 CR-V vehicles manufactured September 9, 2014, to February 6, 2015. The affected vehicles may have been assembled with improperly torqued connecting rod bolts, which can cause the engine to lose power or leak oil.

Consequence : Loss of engine power may result in a vehicle stall, increasing the risk of a crash. If the engine leaks oil in the proximity of hot engine or exhaust components, there is an increased risk of a fire.

Remedy : Honda will notify owners, and dealers will replace the engine short block, free of charge. The recall began on March 27, 2015. Owners may contact Honda customer service at 1-888-234-2138. Honda's number for this recall is JP2 (for Accord models) and JP3 (for CR-V models).

Dates Of Manufacture : AUG 13, 2014 to JAN 29, 2015

Manufacturer Recall No. : JP2-Accord, JP3-CR-V

NHTSA Campaign ID : 17V418000

Mfg's Report Date : JUN 28, 2017

Component : ELECTRICAL SYSTEM:BATTERY

Potential Number Of Units Affected : 1148550

Summary : Honda (American Honda Motor Co.) is recalling certain 2013-2016 Honda Accord vehicles. The case for the battery sensor, part of the battery management system, may allow water to get in, potentially causing an electrical short.

Consequence : An electrical short increases the risk of a fire.

Remedy : Honda will notify owners, and dealers will replace the sensor, free of charge. Dealers will perform an interim remedy of applying adhesive to the case to prevent water intrusion. The recall began November 8, 2017. Owners may contact American Honda Customer Support Center at 1-888-234-2138. Honda's number for this recall is KG0.

Dates Of Manufacture : JAN 15, 2014 to AUG 18, 2015

Manufacturer Recall No. : KG0

The National Highway Traffic Safety Administration has issued 2 safety related recall notices that may apply to the above valued vehicle.

LOCAL CODES
2019-37221

Q3DST4B2DF0Z

☐ **AMENDED REPORT**

MV-104A (6/04)

NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES
POLICE ACCIDENT REPORT

Q3DST4B2DF0Z										AMENDED REPORT																																					
1 - ACCIDENT DATE										DAY OF WEEK		MILITARY TIME		NO. OF VEHICLES		NO. INJURED		NO. KILLED		NOT INVESTIGATED AT SCENE										LEFT SCENE		POLICE PHOTOS															
MONTH DAY YEAR										Tuesday		07:47		2		2		0		ACCIDENT RECONSTRUCTED										☐		☒ YES ☐ NO															
VEHICLE 1										STATE OF LIC.		VEHICLE 2		BICYCLIST		PEDESTRIAN		OTHER PEDESTRIAN																													
VEHICLE 1 - DRIVER										NY		VEHICLE 2 - DRIVER										NY																									
LICENSE ID NUMBER										810570256		LICENSE ID NUMBER										854078777																									
DRIVER NAME - EXACTLY AS PRINTED ON LICENSE										HORAN, KAITLIN M		DRIVER NAME - EXACTLY AS PRINTED ON LICENSE										BROWN, SHANIECE N																									
ADDRESS (INCLUDE NUMBER AND STREET)										APT. NO.		ADDRESS (INCLUDE NUMBER AND STREET)										APT. NO.																									
62 CIVIC CENTER PLAZA												22 FOX TERRACE APT 1																																			
CITY OR TOWN										STATE ZIP CODE		CITY OR TOWN										STATE ZIP CODE																									
POUGHKEEPSIE										NY 12602		POUGHKEEPSIE										NY 12603																									
DATE OF BIRTH										SEX		UNLICENSED		NO. OF OCCUPANTS		PUBLIC PROPERTY DAMAGED		DATE OF BIRTH										SEX		UNLICENSED		NO. OF OCCUPANTS		PUBLIC PROPERTY DAMAGED													
MONTH DAY YEAR										F		☐		01		☐		MONTH DAY YEAR										F		☐		01		☐													
02 04 1986										F				01				03 02 1983										F				01															
NAME - EXACTLY AS PRINTED ON REGISTRATION										SEX		DATE OF BIRTH		RELEASED		NAME - EXACTLY AS PRINTED ON REGISTRATION										SEX		DATE OF BIRTH		RELEASED																	
POUGHKEEPSIE, CITY												MONTH DAY YEAR		☐		BROWN, SHANIECE N										F		MONTH DAY YEAR		☐																	
26 HOWARD STREET										APT. NO.		HAZ. MAT. COD		☐		22 FOX TERRACE APT 1										APT. NO.		HAZ. MAT. COD		☐																	
CITY OR TOWN										STATE ZIP CODE		CITY OR TOWN										STATE ZIP CODE																									
POUGHKEEPSIE										NY 12601		POUGHKEEPSIE										NY 12603																									
PLATE NUMBER										STATE OF REG.		VEHICLE YEAR & MAKE		VEHICLE TYPE		INS. CODE		PLATE NUMBER										STATE OF REG.		VEHICLE YEAR & MAKE		VEHICLE TYPE		INS. CODE													
184										NY		2018 FORD		4DSD		238		HUP6125										NY		2015 HOND		4DSD		337													
TICKET/ARREST NUMBERS(S)										TICKET/ARREST NUMBERS(S)																																					
VIOLATION SECTION(S)										VIOLATION SECTION(S)																																					
1										1																																					
CHECK IF INVOLVED VEHICLE IS:										CHECK IF INVOLVED VEHICLE IS:										CIRCLE THE DIAGRAM BELOW THAT DESCRIBES THE ACCIDENT, OR DRAW YOUR OWN DIAGRAM IN SPACE #9. NUMBER THE VEHICLES.																											
☐ MORE THAN 95 INCHES WIDE;										☐ MORE THAN 95 INCHES WIDE;										REAR END										LEFT TURN		RIGHT ANGLE		RIGHT TURN		HEAD ON											
☐ MORE THAN 34 FEET LONG;										☐ MORE THAN 34 FEET LONG;										1.										3.		4.		5.		7.											
☐ OPERATED WITH AN OVERWEIGHT PERMIT;										☐ OPERATED WITH AN OVERWEIGHT PERMIT;										2.										6.		8.		9.													
☐ OPERATED WITH AN OVERDIMENSION PERMIT.										☐ OPERATED WITH AN OVERDIMENSION PERMIT.										VEHICLE 1 DAMAGE CODES										VEHICLE 2 DAMAGE CODES		VEHICLE 3 DAMAGE CODES		VEHICLE 4 DAMAGE CODES													
BOX 1 - POINT OF IMPACT										2		2		BOX 1 - POINT OF IMPACT										4		4		BOX 1 - POINT OF IMPACT										1		1							
BOX 2 - MOST DAMAGE										3		3		BOX 2 - MOST DAMAGE										3		3		BOX 2 - MOST DAMAGE										2		2							
ENTER UP TO THREE MORE DAMAGE CODES										3		3		ENTER UP TO THREE MORE DAMAGE CODES										3		3		ENTER UP TO THREE MORE DAMAGE CODES										3		3							
VEHICLE BY: CITY OF POK										VEHICLE BY: REDLS										VEHICLE BY: REDLS																											
TOWED TO: CITY GARAGE										TOWED TO: REDLS										TOWED TO: REDLS																											
VEHICLE DAMAGE CODING:										VEHICLE DAMAGE CODING:										VEHICLE DAMAGE CODING:																											
1-13 SEE DIAGRAM ON RIGHT.										1-13 SEE DIAGRAM ON RIGHT.										1-13 SEE DIAGRAM ON RIGHT.																											
14. UNDERCARRIAGE										17. DEMOLISHED		14. UNDERCARRIAGE										17. DEMOLISHED		14. UNDERCARRIAGE										17. DEMOLISHED		14. UNDERCARRIAGE										17. DEMOLISHED	
15. TRAILER										18. NO DAMAGE		15. TRAILER										18. NO DAMAGE		15. TRAILER										18. NO DAMAGE		15. TRAILER										18. NO DAMAGE	
16. OVERTURNED										19. OTHER		16. OVERTURNED										19. OTHER		16. OVERTURNED										19. OTHER		16. OVERTURNED										19. OTHER	
REFERENCE MARKER										COORDINATES (IF AVAILABLE)										PLACE WHERE ACCIDENT OCCURRED:										COUNTY DUTCHESS										☒ CITY		☐ VILLAGE		☐ TOWN OF POUGHKEEPSIE			
										LATITUDE/NORTHING:										ROAD ON WHICH ACCIDENT										CHURCH STREET										(ROUTE NUMBER OR STREET NAME)							
										LONGITUDE/EASTING:										AT 1) INTERSECTING										SOUTH WHITE STREET										(ROUTE NUMBER OR STREET NAME)							

LOCAL CODES
2019-37221

POLICE ACCIDENT REPORT

MV-104A (6/04)

Q3DST4B2DF0Z

☐ AMENDED REPORT

1 ACCIDENT DATE		DAY OF WEEK		MILITARY TIME		NO. OF VEHICLES		NO. INJURED		NO. KILLED		NOT INVESTIGATED AT SCENE ☐		LEFT SCENE ☐		POLICE PHOTOS											
MONTH DAY YEAR		Tuesday		07:47		2		2		0		ACCIDENT RECONSTRUCTED ☐		☒ YES ☐ NO													
2 VEHICLE 1																											
VEHICLE 1 - DRIVER										STATE OF LIC.		VEHICLE - DRIVER															
LICENSE ID NUMBER												LICENSE ID NUMBER															
DRIVER NAME - EXACTLY AS PRINTED ON LICENSE												DRIVER NAME - EXACTLY AS PRINTED ON LICENSE															
ADDRESS (INCLUDE NUMBER AND STREET)										APT. NO.		ADDRESS (INCLUDE NUMBER AND STREET)															
CITY OR TOWN										STATE ZIP CODE		CITY OR TOWN															
DATE OF BIRTH										SEX		UNLICENSED		NO. OF OCCUPANTS		PUBLIC PROPERTY DAMAGED		DATE OF BIRTH									
MONTH DAY YEAR												☐				☐		MONTH DAY YEAR									
NAME - EXACTLY AS PRINTED ON REGISTRATION										SEX		DATE OF BIRTH		NAME - EXACTLY AS PRINTED ON REGISTRATION		SEX		DATE OF BIRTH									
MONTH DAY YEAR												MONTH DAY YEAR		MONTH DAY YEAR		MONTH DAY YEAR											
ADDRESS (INCLUDE NUMBER AND STREET)										APT. NO.		HAZ. MAT. COD.		RELEASED		ADDRESS (INCLUDE NUMBER AND STREET)											
CITY OR TOWN										STATE ZIP CODE						CITY OR TOWN											
PLATE NUMBER										STATE OF REG.		VEHICLE YEAR & MAKE		VEHICLE TYPE		INS. CODE		PLATE NUMBER									
TICKET/ARREST NUMBERS(S)																TICKET/ARREST NUMBERS(S)											
VIOLATION SECTION(S)																VIOLATION SECTION(S)											
7 CHECK IF INVOLVED VEHICLE IS:																											
☐ MORE THAN 95 INCHES WIDE; ☐ MORE THAN 34 FEET LONG; ☐ OPERATED WITH AN OVERWEIGHT PERMIT; ☐ OPERATED WITH AN OVERDIMENSION PERMIT.																											
VEHICLE 1 DAMAGE CODES																											
BOX 1 - POINT OF IMPACT BOX 2 - MOST DAMAGE ENTER UP TO THREE MORE DAMAGE CODES VEHICLE BY: TOWED TO:																											
VEHICLE DAMAGE CODING:																											
1-13 SEE DIAGRAM ON RIGHT.																											
14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER																											
CHECK IF INVOLVED VEHICLE IS: ☐ MORE THAN 95 INCHES WIDE; ☐ MORE THAN 34 FEET LONG; ☐ OPERATED WITH AN OVERWEIGHT PERMIT; ☐ OPERATED WITH AN OVERDIMENSION PERMIT.																											
VEHICLE 2 DAMAGE CODES																											
BOX 1 - POINT OF IMPACT BOX 2 - MOST DAMAGE ENTER UP TO THREE MORE DAMAGE CODES VEHICLE BY: TOWED TO:																											
CIRCLE THE DIAGRAM BELOW THAT DESCRIBES THE ACCIDENT, OR DRAW YOUR OWN DIAGRAM IN SPACE #9. NUMBER THE VEHICLES.																											
REAR END LEFT TURN RIGHT ANGLE RIGHT TURN HEAD ON 1. 3. 5. 7.																											
SIDESWIPE (SAME DIRECTION) LEFT TURN RIGHT TURN SIDESWIPE (OPPOSITE DIRECTION) 2. 4. 6. 8.																											
9. ACCIDENT DIAGRAM																											
COST OF REPAIRS TO ANY ONE VEHICLE WILL BE MORE THAN \$1,000.																											
☐ UNKNOWN/UNABLE TO DETERMINE ☐ Yes ☐ No																											
REFERENCE MARKER COORDINATES (IF AVAILABLE) LATITUDE/NORTHING: LONGITUDE/EASTING:																											
PLACE WHERE ACCIDENT OCCURRED: COUNTY DUTCHESS CITY VILLAGE TOWN OF ROAD ON WHICH ACCIDENT (ROUTE NUMBER OR STREET NAME) AT 1) INTERSECTING (ROUTE NUMBER OR STREET NAME) OR 2) OF (MILEPOST, NEAREST INTERSECTING ROUTE NUMBER OR STREET NAME)																											
ACCIDENT DESCRIPTION/OFFICER'S NOTES COMPLAINED OF WRIST PAIN. OPERATOR OF VEHICLE TWO DID NOT HAVE VISIBLE INJURY BUT COMPLAINED OF SUBSTANTIAL PAIN ALL OVER HER BODY. BOTH WERE TRANSPORTED TO VASSAR BROTHERS MEDICAL CENTER FOR TREATMENT. OFFICER SIMMONS TOOK DOCUMENTARY PHOTOGRAPHS OF THE SCENE.																											
8 9 10 11 12 13 14 15 16 17 BY TO 18 NAMES OF ALL INVOLVED DATE OF DEATH ONLY																											
ALL INVOLVED A B C D E F																											
OFFICER'S RANK AND SIGNATURE PRINT NAME IN FULL CORY V MARONE																											
BADGE/ID NO. NCIC NO. PRECINCT/POST TROOP/ZONE STATION/BEAT SECTOR 53 01302 2																											
REVIEWING OFFICER EGAN, MICHAEL																											
DATE/TIME REVIEWED 10/8/2019 01:20																											

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Last Mod: 10/8/2019 1:20 AM

USAA Confidential

https://www.crashlogic.com

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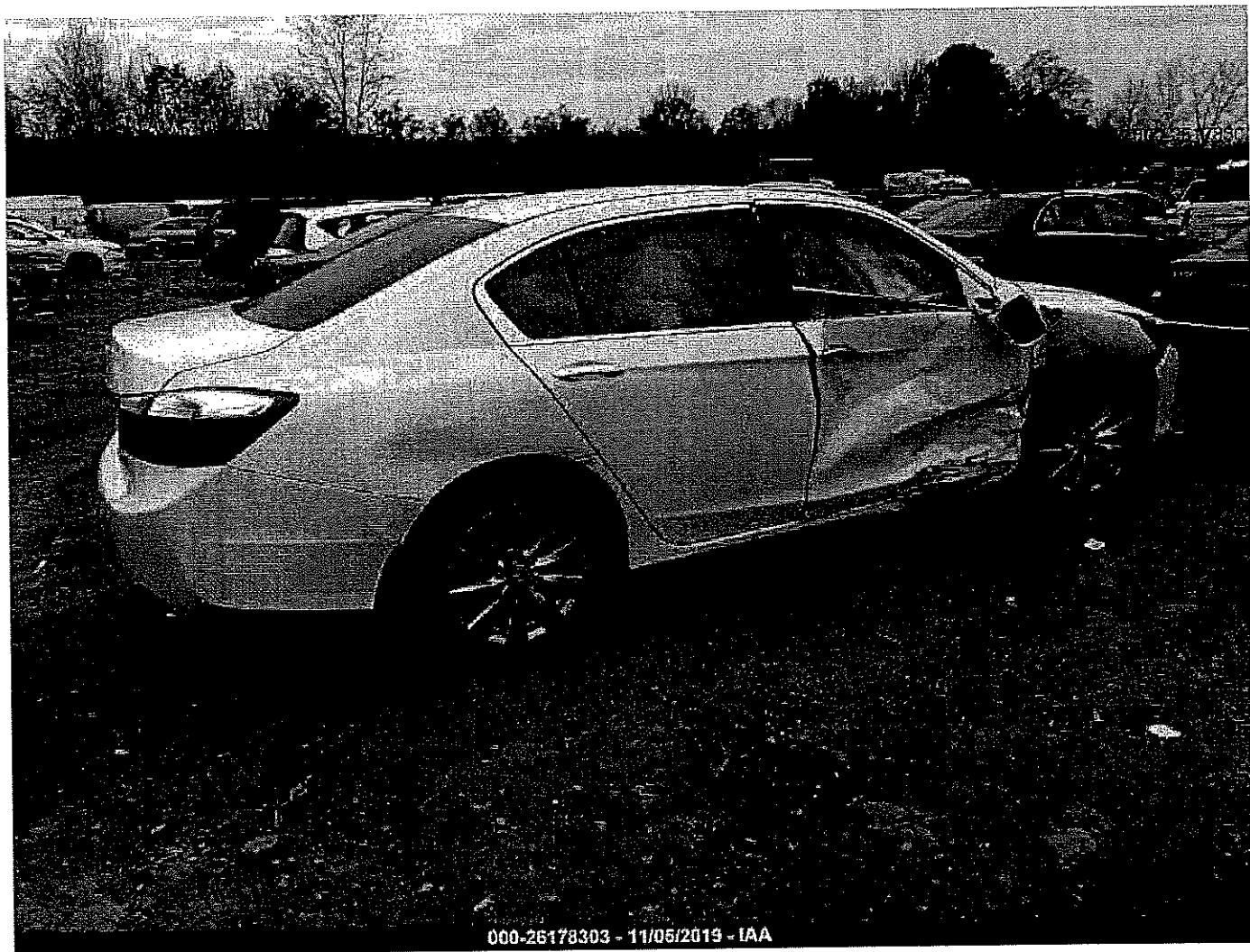
PEDESTRIAN/BICYCLIST/OTHER PEDESTRIAN LOCATION				APPARENT CONTRIBUTING FACTORS			
1. Pedestrian/Bicyclist/Other Pedestrian at Intersection 2. Pedestrian/Bicyclist/Other Pedestrian Not at Intersection				Human 1. Alcohol Involvement 2. Backing Unsafely 3. Driver Inattention/Distracted* 4. Driver Inexperience* 5. Drugs (Illegal) 6. Failure to Yield Right-of-Way 7. Fell Asleep 8. Following Too Closely 9. Illness 10. Lost Consciousness 11. Passenger Distraction 12. Passing or Lane Usage Improper 13. Pedestrian/Bicyclist/Other Pedestrian Error/Confusion 14. Physical Disability 15. Prescription Medication 16. Traffic Control Disregarded 17. Turning Improperly 18. Unsafe Speed 19. Unsafe Lane Changing 20. Fatigued/Drowsy 21. Cell Phone (hand-held) 22. Cell Phone (hands-free) 23. Other Electronic Device* 24. Outside Car Distraction* 25. Reaction to Uninvolved Vehicle 26. Failure to Keep Right 27. Aggressive Driving/Road Rage* 28. Passing Too Closely 29. Vehicle Vandalism 30. Texting 31. Using On Board Navigation Device 32. Eating or Drinking 33. Listening/Using Headphones			
PEDESTRIAN/BICYCLIST/OTHER PEDESTRIAN ACTION 1. Crossing With Signal 2. Crossing Against Signal 3. Crossing, No Signal, Marked Crosswalk 4. Crossing, No Signal or Crosswalk 5. Riding/Walking/Skating Along Highway With Traffic 6. Riding/Walking/Skating Along Highway Against Traffic 7. Emerging from In Front of/Behind Parked Vehicle 8. Going to/from Stopped School Bus 9. Getting On/Off Vehicle Other Than School Bus 10. Working in Roadway 11. Playing in Roadway 12. Other Actions in Roadway* 13. Not in Roadway (Indicate)*				Vehicle 41. Accelerator Defective 42. Brakes Defective 43. Headlights Defective 44. Other Lighting Defects 45. Oversized Vehicle 46. Steering Failure 47. Tire Failure/Inadequate 48. Tow Hitch Defective 49. Windshield Inadequate 50. Driverless/Runaway Vehicle 51. Tinted Windows 52. Other Vehicular* Environmental 61. Animal's Action 62. Glare 63. Lane Marking Improper/Inadequate 64. Obstruction/Debris 65. Pavement Defective 66. Pavement Slippery 67. Shoulders Defective/Improper 68. Traffic Control Device Improper/Non-Working 69. View Obstructed/Limited			
TRAFFIC CONTROL 1. None 2. Traffic Signal 3. Stop Sign 4. Flashing Light 5. Yield Sign 6. Officer/Guard 7. No Passing Zone 8. RR Crossing Sign 9. RR Crossing Flashing Light 10. RR Crossing Gates 11. Stopped School Bus-Red Lights Flashing 12. Construction Work Area 13. Maintenance Work Area 14. Utility Work Area 15. Police/Fire Emergency 16. School Zone 20. Other*				Direction of Travel: 			
Light Conditions 1. Daylight 2. Dawn 3. Dusk 4. Dark-Road Lighted 5. Dark-Road Unlighted				New York State Department of Motor Vehicles POLICE ACCIDENT REPORT MV-104COV (11/13) *EXPLAIN IN ACCIDENT DESCRIPTION If a question DOES NOT APPLY, enter a dash (-). If an answer is UNKNOWN, enter an "X".			
Roadway Character 1. Straight and Level 2. Straight and Grade 3. Straight at Hillcrest 4. Curve and Level 5. Curve and Grade 6. Curve at Hillcrest							
Roadway Surface Condition 1. Dry 2. Wet 3. Muddy 4. Snow/Ice 5. Slush 6. Flooded 0. Other*				LOCATION OF MOST SEVERE PHYSICAL COMPLAINT 1. Head 2. Face 3. Eye 4. Neck 5. Chest 6. Back 7. Shoulder-Upper Arm 8. Elbow-Lower Arm-Hand 9. Abdomen - Pelvis 10. Hip-Upper Leg 11. Knee-Lower Leg-Foot 12. Entire Body			
Weather 1. Clear 2. Cloudy 3. Rain 4. Snow 5. Sleet/Hail/Freezing Rain 6. Fog/Smog/Smoke 0. Other*				PRE-ACCIDENT VEHICLE ACTION 1. Going Straight Ahead 2. Making Right Turn 3. Making Left Turn 4. Making U Turn 5. Starting from Parking 6. Starting in Traffic 7. Slowing or Stopping 8. Stopped in Traffic 9. Entering Parked Position 10. Parked 11. Avoiding Object in Roadway 12. Changing Lanes 13. Passing 14. Merging 15. Backing 16. Police Pursuit 20. Other*			
WHICH VEHICLE OCCUPIED 1. Vehicle No. 1 2. Vehicle No. 2 A. All-Terrain Vehicle (ATV) B. Bicyclist C. In-Line Skater D. Other* E. Pedestrian F. Snowmobiler				LOCATION OF FIRST EVENT 1. On Roadway 2. Off Roadway			
POSITION IN/ON VEHICLE 1. Driver 2-7. Passengers 8. Riding/Hanging on Outside				TYPE OF ACCIDENT - COLLISION WITH 1. Other Motor Vehicle 2. Pedestrian 3. Bicyclist 4. Animal 5. Railroad Train 7. Deer 8. Other pedestrian 10. Other Object (Not Fixed)*			
SAFETY EQUIPMENT USED 1. None 2. Lap Belt 3. Harness 4. Lap Belt/Harness 5. Child Restraint Only 6. Helmet (Motorcycle Only) 7. Air Bag Deployed 8. Air Bag Deployed/Lap Belt 9. Air Bag Deployed/Harness A. Air Bag Deployed/Lap Belt/Harness B. Air Bag Deployed/Child Restraint 0. Other*				COLLISION WITH FIXED OBJECT 11. Light Support/Utility Pole 12. Guide Rail-Not At End 13. Guide Rail-End 14. Crash Cushion 15. Sign Post 16. Tree 17. Building/Wall 18. Curbing 19. Fence 20. Bridge Structure 21. Culvert/Head Wall 22. Median-Not At End 23. Median-End 24. Barrier 25. Snow Embankment 26. Earth Embankment/Rock Cut/Ditch 27. Fire Hydrant 30. Other Fixed Object* NO COLLISION 31. Overturned 32. Fire/Explosion 33. Submersion 34. Ran Off Roadway Only 40. Other*			
EJECTION FROM VEHICLE 1. Not Ejected 2. Partially Ejected 3. Ejected				TYPE OF PHYSICAL COMPLAINT 1. Amputation 2. Concussion 3. Internal 4. Minor Bleeding 5. Severe Bleeding 6. Minor Burn 7. Moderate Burn 8. Severe Burn 9. Fracture - Dislocation 10. Contusion - Bruise 11. Abrasion 12. Complaint of Pain 13. None Visible 14. Whiplash			
AGE SEX M/F				VICTIM'S PHYSICAL AND EMOTIONAL STATUS 1. Apparent Death 2. Unconscious 3. Semiconscious 4. Incoherent 5. Shock 6. Conscious			
INJURED TAKEN BY TO				First Event Second Event			



USAA Confidential

0901119ca5a308b6









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: 1/27/20

NAME AND ADDRESS OF EACH CLAIMANT:

Steven Price 615 Clover St Poughkeepsie NY 12601

TELEPHONE NUMBER: 845 337 2756

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

on 12/31/19 I bottomed out on a pothole on
5 Clover St located in front of 615 Clover St resulting in
in damage to my vehicle

ITEMS DAMAGED OR INJURIES SUSTAINED:

front of my car resulting in an insurance
claim and deductible of \$500-

Signature of Claimant

Signature of Claimant

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

Steven J. Price 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

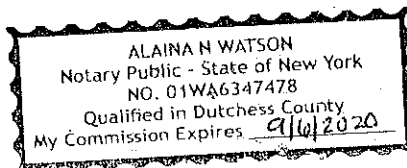
Signature of Claimant

Sworn to before me this

21st day of January, 2020

Alina Watson

Notary Public



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

119 PARKER AVENUE
POUGHKEEPSIE, NY 12601



(845) 452-5358

Specializing in Collision and Theft Repairs • All Insurance Claims
settled by Licensed Insurance Appraisers • All Original Factory Authorized parts
ALL WORK GUARANTEED FOR THE LIFE OF THE VEHICLE

STEVEN PRICE

61 S CLOVER ST

POK NY 12601

2014

YEAR

Accord

MODEL

2/10/19

Honda

MAKE

BLR 2049

PLATE #

As agreed accepting COLECO'S
INSURANCE CO check in the amount
of 753³² and 250 towards
500 deductible. All repairs
performed by Northside Auto Body covered by
our unlimited lifetime warranty.

X


Delivered By

Detailed Payment Summary

NO. N623425981

GEICO INSURANCE COMPANY
750 WOODBURY RD
WOODBURY NY, 11797-2519

Claim #
0260074090101050-01

Date of Loss

Date

12/31/2019

1/2/2020

Field Claim Center
REGION II WOODBURY

Adjuster Code
CXES

Payment Type
LOSS

Tax ID/SS#/Atty ADJ Code
38-4020063

Claimant Name
STEVEN PRICE

Total Amount
\$753.37

Insured Name
STEVEN PRICE

Pay To
NORTHSIDE AUTO BODY

Feature and Amount
COL \$753.37

In Payment Of
COLLISION COVERAGE

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages. *Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk Policyholders.

C-624-BK

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO INSURANCE COMPANY
750 WOODBURY RD
WOODBURY NY, 11797-2519

Claimant Name:
STEVEN PRICE

Feature Symbol and Amount:
COL \$753.37

SEVEN HUNDRED FIFTY THREE AND 37/100 DOLLARS***

Pay to the Order Of:
NORTHSIDE AUTO BODY

Mail To: STEVEN JAMES PRICE
61 S CLOVER ST
APT 1
POUGHKEEPSIE NY, 12601-2991 US

Bank of America
HARTFORD, CT 06210

51-44
119 CT

Claim Number: 0260074090101050-01

Insured Name:
STEVEN PRICE

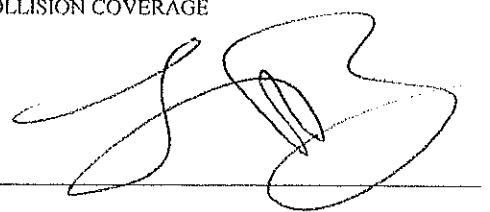
NO. N623425981

VOID AFTER 180 DAYS

Date: 1/2/2020

Amount:
\$753.37

In Payment Of:
COLLISION COVERAGE





Government Employees Insurance Company
GEICO General Insurance Company
GEICO Indemnity Company
GEICO Casualty Company

www.geico.com

750 Woodbury Road Woodbury, NY 11797 - 2587

CERTIFICATION OF AUTOMOBILE REPAIRS

Section 167-d(9) of the NEW YORK INSURANCE LAW requires that the following certification be completed and signed by the insured and the automobile repairer. This law also requires submission of the repair invoice (Paid Bill) whenever any repairs are made. The law does not require an insured to repair the automobile as a condition of payment of a loss. This form must be completed and returned to the insurer. A postage paid return envelope has been furnished for your convenience.

CLAIM #: 0260074090101050-01

Steven Price

POLICY #: 4501873329

61 S Clover St

DATE OF ACCIDENT #: 12/31/2019

DEDUCTIBLE \$: 500.00

Poughkeepsie, NY 12601

DATE: 1/2/2020

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

Part I

To Be Completed By the Insured:

Steven Price

certify, under penalties of perjury, that:

Print Your Name

CHECK A OR B

- ☐ A. I have not made any repairs to my automobile as a result of this loss.
☒ B. I have made repairs to my automobile and I have attached a copy of my invoice

Important Notice to Insured

If this certification is not completed and returned together with a copy of the itemized paid bill, it will be assumed that you did not repair your motor vehicle. If you have a subsequent loss, the company must, to the extent relevant, deduct such unrepaid items as previous damage in settling a future loss. If you do not repair all the damages allowed by the insurer, such repairs not performed may reduce your settlement of any future loss. Therefore, if after signing this certification, you repair any damage caused by this accident, you should notify the company immediately. The company may at that time elect to inspect your automobile.

12/10/20
Date

X
Signature of Insured

Part II

To Be Completed By the Automobile Repairer:

Jack Boveche

Print Name

owner or officer of

NORTHROP MURRAY

Print Name of Auto Repair Shop

Auto Repair Shop Registration Number

7122653

Located at

116 PARK AVE POK NY 12601

certify, under penalties of perjury that I have

made the repairs to the automobile owned by

STEVEN PRICE

Print Name of Insurer

As shown on the attached itemized invoice, I further certify that:

CHECK A OR B:

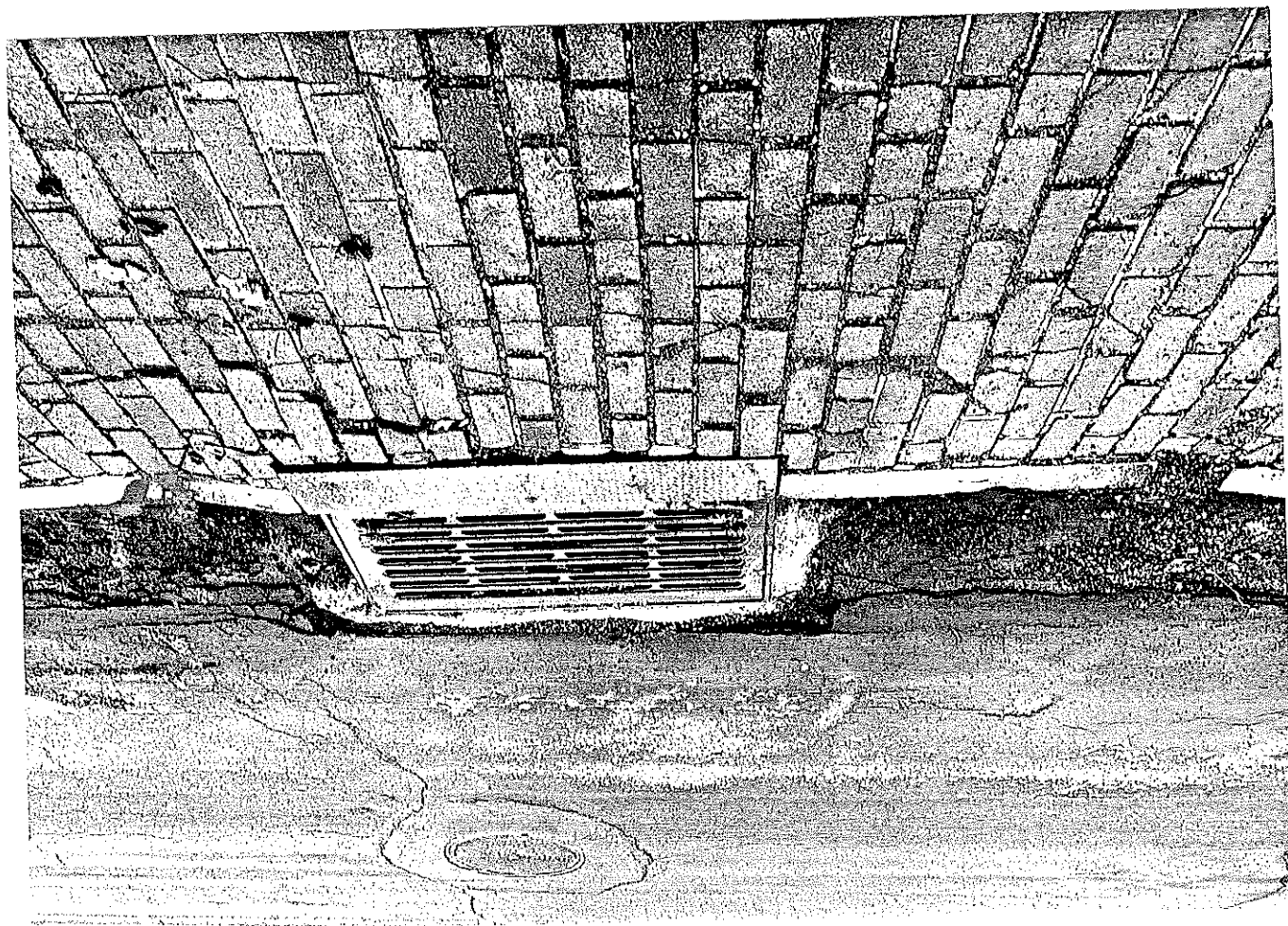
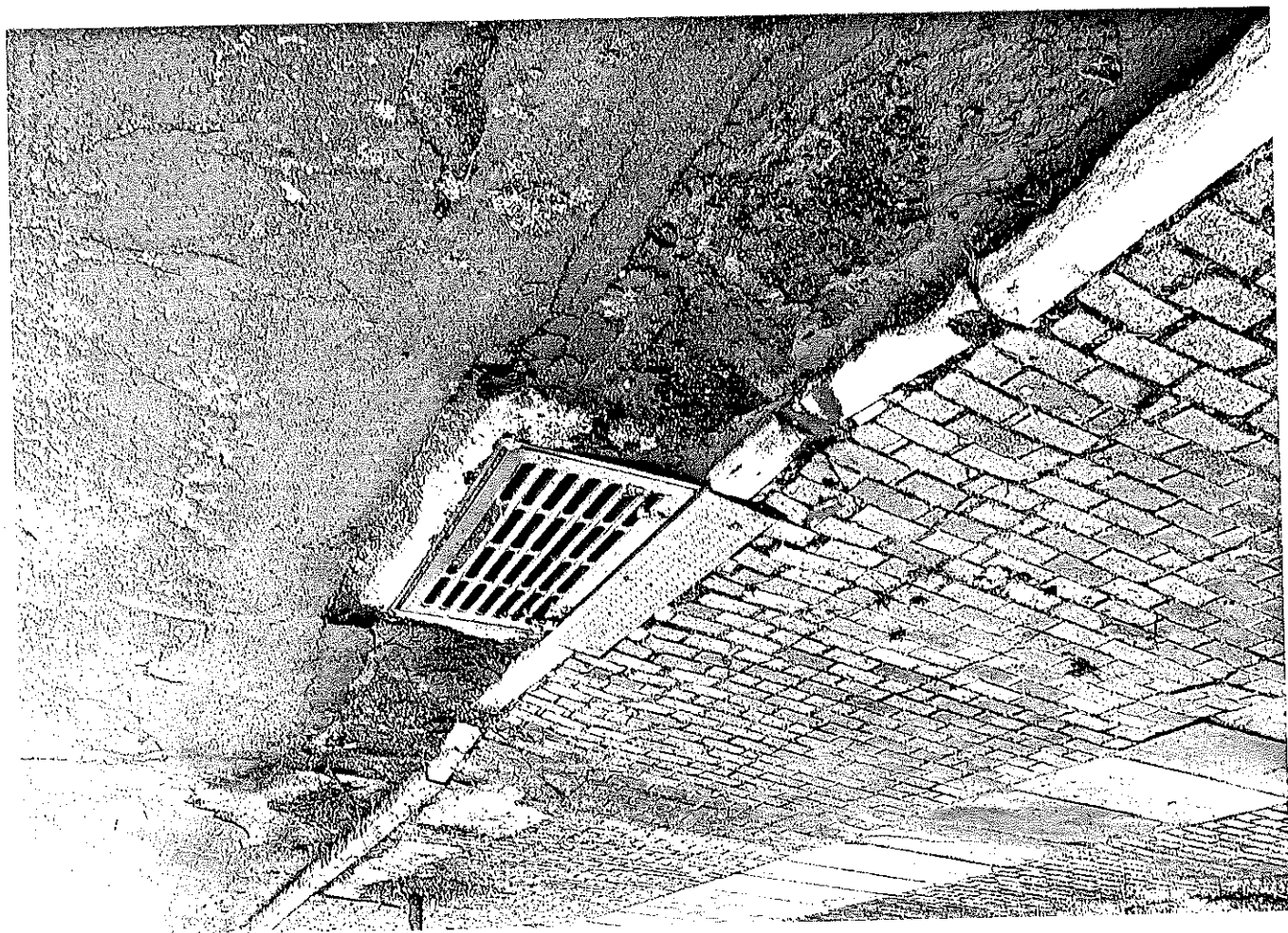
- ☐ A. I have repaired all the items allowed by the insurer, or, if not,
☒ B. I have repaired the automobile as described on the attached itemized invoice

1/10/20
Date

Signature of Repairer (Owner or Officer)







GEICO

UPPER HUDSON

For supplement requests copy the link below

partners.geico.com

750 Woodbury Rd

Woodbury, NY 11797

Phone: (845) 505-5621

Fax: (833) 671-5949

Claim #:

0260074090101050-01

Workfile ID:

293d8fce

Estimate of Record

Written By: FRANK BARONE, License Number: IA1518086, 1/2/2020 2:44:47 PM

Adjuster: BARONE, FRANK, (845) 505-5621 Cellular

Insured:	Steven Price	Owner Policy #:	4501873329	Claim #:	0260074090101050-01
Type of Loss:	Collision	Date of Loss:	12/31/2019 12:15 PM	Days to Repair:	4
Point of Impact:	11 Left Front	Deductible:	500.00		

Owner (Insured):

Steven Price
61 S Clover St
Poughkeepsie, NY 12601
(845) 337-2756 Business
(845) 337-2756 Evening

Inspection Location:

NORTHSIDE AUTO
NORTHSIDE AUTO
119 Parker Ave
Poughkeepsie, NY 12601
Field
(845) 452-5358 Day
01/02/2020 Date Inspected

Appraiser Information:

(845) 505-5621

Repair Facility:

NORTHSIDE AUTO REPAIR
119 PARKER AVE
POUGHKEEPSIE, NY 12601
(845) 452-5358 Business
(845) 452-4354 Fax
384020063 Federal ID
3140263 License Number

VEHICLE

2016 HYUN Accent SE Automatic 4D H/B 4-1.6L Gasoline Gasoline Direct Injection BLACK

VIN:	KMHCT5AEXGU274784	Production Date:		Interior Color:	
License:	BLR2849	Odometer:	54799	Exterior Color:	BLACK
State:	NY	Condition:			

TRANSMISSION

AUTOMATIC TRANSMISSION

DRIVER CONVENIENCE

KEYLESS ENTRY
POWER WINDOWS
POWER LOCKS
POWER MIRRORS
HEATED MIRRORS
CRUISE CONTROL
INTERMITTENT WIPERS
TILT WHEEL
CONSOLE/STORAGE

OVERHEAD CONSOLE

INSTRUMENT PANEL

TRACTION CONTROL
STABILITY CONTROL
AIR CONDITIONING
REAR DEFOGGER

RADIO

AM RADIO
FM RADIO
STEREO
SEARCH/SEEK
CD PLAYER

AUXILIARY AUDIO CONNECTION

SATELLITE RADIO

SAFETY

DRIVERS SIDE AIR BAG
PASSENGER AIR BAG
FRONT SIDE IMPACT AIR BAGS
HEAD/CURTAIN AIR BAGS

PAINT

CLEARCOAT PAINT
FRONT END
POWER STEERING
POWER BRAKES

ANTI-LOCK BRAKES (4)

GLASS & MIRRORS

DUAL MIRRORS
TINTED GLASS

SEATS

CLOTH SEATS
BUCKET SEATS
RECLINING/LOUNGE SEATS

REAR END

REAR WINDOW WIPER

WHEELS

FULL WHEEL COVERS

Estimate of Record

2016 HYUN Accent SE Automatic 4D H/B 4-1.6L Gasoline Gasoline Direct Injection BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2		O/H front bumper				2.3	
3	**	Repl A/M CAPA Bumper cover	1904.2180C	1	211.67	Incl.	2.6
4		Add for Clear Coat					1.0
5		Repl LT Side bracket rivet	1416003133	1	0.52		
6		Repl RT Side bracket rivet	1416003133	10	5.20		
7		RADIATOR SUPPORT					
8	**	Repl A/M Front shield	H5240	1	41.54	0.2	
9		FENDER					
10	**	Repl A/M LT Fender liner	1904.1285	1	63.33	0.4	
11		ENGINE / TRANSAXLE					
12		Repl Resonator assy	281901R000	1	57.73	0.3	
13		VEHICLE DIAGNOSTICS					
14	*	Repl Pre-repair scan		1	<u>125.00</u> m		
15	*	Repl Post-repair scan		1	<u>125.00</u> m		
16		MISCELLANEOUS OPERATIONS					
17	#	Repl FLEX ADDITIVE		1	10.00		
18	#	Repl COLOR MATCH/COLOR TINT		1			0.5
19	#	CONCESSION FOR AP		1	55.60		
		NOTE: ADJUSTMENT FOR AP WITH CHRIS					
20		OTHER CHARGES					
21	#	E.P.C.		1	2.50		
SUBTOTALS					698.09	3.2	4.1

NOTES

Prior Damage Notes:
 RT FT DOOR SCRATCHES
 RT RR DOOR SCRATCHES
 LT FT DOOR SCRATCHES
 LT RR DOOR SCRATCHES
 ROOF SCRATCHES
 LIFTGATE SCRATCHES
 RR BUMPER SCRATCHES
 HOOD SCRATCHES

Estimate of Record

2016 HYUN Accent SE Automatic 4D H/B 4-1.6L Gasoline Gasoline Direct Injection BLACK

ESTIMATE TOTALS				
Category	Basis		Rate	Cost \$
Parts				695.59
Body Labor	3.2 hrs	@	\$ 48.00 /hr	153.60
Paint Labor	4.1 hrs	@	\$ 48.00 /hr	196.80
Paint Supplies	4.1 hrs	@	\$ 27.00 /hr	110.70
Other Charges				2.50
Subtotal				1,159.19
Sales Tax	\$ 1,159.19	@	8.1250 %	94.18
Total Cost of Repairs				1,253.37
Deductible				500.00
Total Adjustments				500.00
Net Cost of Repairs				753.37

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

Estimate of Record

2016 HYUN Accent SE Automatic 4D H/B 4-1.6L Gasoline Gasoline Direct Injection BLACK

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

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

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

Estimate of Record

2016 HYUN Accent SE Automatic 4D H/B 4-1.6L Gasoline Gasoline Direct Injection BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARR1043, CCC Data Date 12/2/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Estimate of Record

2016 HYUN Accent SE Automatic 4D H/B 4-1.6L Gasoline Gasoline Direct Injection BLACK

PURSUANT TO SECTION 2610 OF THE INSURANCE LAW, AN INSURANCE COMPANY CANNOT REQUIRE THAT REPAIRS BE MADE TO A MOTOR VEHICLE IN A PARTICULAR PLACE OR REPAIR SHOP. YOU HAVE THE RIGHT TO HAVE YOUR VEHICLE REPAIRED IN THE SHOP OF YOUR CHOICE.

Estimate of Record

2016 HYUN Accent SE Automatic 4D H/B 4-1.6L Gasoline Gasoline Direct Injection BLACK

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
3	Continental Auto Parts Jason Suppasak 13 Jeanne Drive Newburgh NY 12550 (845) 787-0030	#1904.2180C A/M CAPA Bumper cover	\$ 211.67
8	Empire Auto Parts, NJ 15 Jackson Road Totowa NJ 07512 (800) 624-4561	#H5240 A/M Front shield Quote: 1573556 Expires: 01/01/20	\$ 41.54
10	Continental Auto Parts Jason Suppasak 13 Jeanne Drive Newburgh NY 12550 (845) 787-0030	#1904.1285 A/M LT Fender liner	\$ 63.33

Detailed Payment Summary

NO. N623425981

GEICO INSURANCE COMPANY
750 WOODBURY RD
WOODBURY NY, 11797-2519

Claim #
0260074090101050-01

Date of Loss

12/31/2019

Date

1/2/2020

Field Claim Center

Adjuster Code

Payment Type

Tax ID/SS#/Atty ADJ Code

REGION II WOODBURY

CXES

LOSS

38-4020063

Claimant Name

Total Amount

STEVEN PRICE

\$753.37

Insured Name

STEVEN PRICE

Pay To

Feature and Amount

NORTHSIDE AUTO BODY

COL \$753.37

In Payment Of

COLLISION COVERAGE

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* These online services are unavailable to Assigned Risk Policyholders.

C-624-BK

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO INSURANCE COMPANY
750 WOODBURY RD
WOODBURY NY, 11797-2519

Bank of America
HARTFORD, CT 06210

51-44
119 CT

NO. N623425981

Claimant Name:
STEVEN PRICE

Claim Number: 0260074090101050-01

VOID AFTER 180 DAYS

Insured Name:
STEVEN PRICE

Date: 1/2/2020

Feature Symbol and Amount:
COL \$753.37

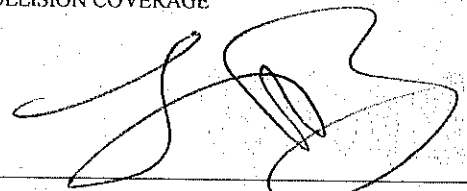
Amount:
\$753.37

SEVEN HUNDRED FIFTY THREE AND 37/100 DOLLARS***

Pay to the Order Of: NORTHSIDE AUTO BODY

In Payment Of: COLLISION COVERAGE

Mail To: STEVEN JAMES PRICE
61 S CLOVER ST
APT 1
POUGHKEEPSIE NY, 12601-2991 US



0623425981 0011900445 000000019191