



COMMON COUNCIL MEETING

Monday, March 14, 2022

Virtual / Zoom

6:30 p.m.

https://us02web.zoom.us/webinar/register/WN_WrwxKGpiSXSpAaneCobKYA

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Public Hearing – February 22, 2022
Common Council Meeting – February 22, 2022

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

IV. PUBLIC PARTICIPATION

V. CHAIRPERSON'S COMMENTS AND PRESENTATIONS

VI. MAYOR'S COMMENTS

VII. NEW & UNFINISHED BUSINESS:

VIII. REPORTS OF COMMITTEES AND BOARDS:

CONSENT AGENDA:

IX. MOTIONS AND RESOLUTIONS:

1. **R-22-24**, Resolution in Support of the NY-NJ Watershed Protection Act: H.R. 4677

X. ORDINANCES AND LOCAL LAWS:

1. **O-22-02**, Ordinance Amending §13-175 of the City of Poughkeepsie Code of Ordinances Entitled "Stop Signs; Locations Designated"

ACTION AGENDA:

XI. MOTIONS AND RESOLUTIONS:

XII. ORDINANCES AND LOCAL LAWS:

XIII. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **FROM FINANCE COMMISSIONER DR. MARTINEZ**, City-County Sales Tax Agreement

2. **FROM CITY ADMINISTRATOR NELSON**, Easement for Safety Fence Surrounding former YMCA (upcoming county demolition project)
3. **FROM YESENIA CHEVEREZ**, a notice of property damage sustained on January 17, 2022.
4. **FROM CAMILLE GEORGE**, a notice of property damage sustained on January 19, 2022.
5. **FROM JUDITH MEADE**, a notice of personal injury sustained on or around January 19, 2022.
6. **FROM JOSEPH COWANS**, a notice of property damage sustained on February 2, 2022.
7. **FROM ATHENA MALCOLM**, a notice of personal injury sustained on February 7, 2022.
8. **FROM JAMES HOUSTON**, a notice of property damage sustained on February 7, 2022.
9. **FROM JERNELL STEVENS**, a notice of personal injury sustained on February 8, 2022.
10. **FROM DAWN GYURITS**, a notice of property damage sustained on February 8, 2022.
11. **FROM CATHERINE CRECCO**, a notice of personal injury sustained on February 10, 2022.
12. **FROM NYCOLE SMALL**, a notice of property damage sustained on February 22, 2022.

XIV. ANNOUNCEMENTS:

XV. ADJOURNMENT:

**RESOLUTION
(R-22-24)**

A RESOLUTION IN SUPPORT OF THE NY-NJ Watershed Protection Act: H.R. 4677

SPONSORED BY CHAIRPERSON SALEM, MAJORITY LEADER MENIST, COUNCILMEMBER SHOOK, COUNCILMEMBER DEICHLER:

WHEREAS, New York Congressman Tonko has proposed the NY-NJ Watershed Protection Act, a unique federal investment program to authorize \$50 million of federal funds to protect and restore all watersheds, including the Hudson River Watershed, that flow into New York-New Jersey Harbor and

WHEREAS, The Act has unanimous support among the Hudson Valley's Congressional delegation; and,

WHEREAS, the Act would provide benefits to diverse stakeholders such as the protection of fisheries and wildlife, conservation of natural resources and public and private lands, critical urban greenspaces, ocean and coastal resources, and various opportunities to improve the quality of life for community members throughout the region; and

WHEREAS, The City of Poughkeepsie is part of the most densely populated and economically important regions in the country, the proposed NY-NJ Watershed Act will provide enormous economic and environmental benefits locally, regionally and nationally; and

WHEREAS, watersheds provide drinking water, tourism and outdoor recreation, economic opportunities, as well as sustain fisheries, critical wildlife and provide vital infrastructure from flooding and rising sea levels; and

WHEREAS, the Act would provide matching funds to achieve the goals of New York State Department of Environmental Conservation's Hudson River Estuary Program, a state program that has greatly benefitted Hudson Valley communities; and

WHEREAS, the Act would fund shoreline management and restoration within the watersheds; and

WHEREAS, as an elected body tasked with protection and safeguarding irreplaceable water-connected resources and nature-based flood hazard mitigation measures that are essential to protect human life and infrastructure; and

WHEREAS, this Act would direct the Secretary of the Interior to enhance collaboration and coordinate restoration activities at all levels of government to protect fish and wildlife habitats, endangered species, improve water quality, increase public access to the estuary, mitigate flood risks, and develop public outreach and educational activities; and

WHEREAS, many residents of the region of the NY-NJ Watershed live in communities lacking environmental justice, where access to and enjoyment of fish, wildlife, clean water, and other natural resources have been impaired or compromised, federal funding is necessary to mitigate these long overdue environmental and social issues; and

WHEREAS, The City of Poughkeepsie would benefit from the Act as it would establish beneficial programs and award grants to help fund valuable restoration projects in our local community; and

WHEREAS, The City of Poughkeepsie is a cornerstone in which its residents depend on and the region relies on for its resources to provide prosperity throughout the state, therefore, The City of Poughkeepsie must uphold its duty to protect the community's access to drinking water and natural resources; and

WHEREAS, The City of Poughkeepsie has an opportunity to be a social and environmental leader of the state, by supporting the NY-NJ Watershed Protection Act, we may lead by example and facilitate much needed change; and

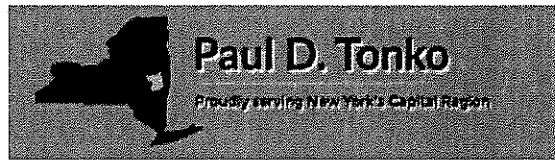
NOW THEREFORE,

BE IT RESOLVED, that The City of Poughkeepsie Common Council, supports the passing of the NY-NJ Watershed Protection Act.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be delivered, by the City Chamberlain to Congressman Tonko of New York's 20th Congressional district; and

BE IT FURTHER RESOLVED, that the aforesaid resolution shall take effect immediately.

SECONDED BY:



Tonko Unveils NY-NJ Watershed Protection Act

Legislation will mitigate flood risks & improve clean water, economic viability of waterway for millions of Americans

Halfmoon, September 3, 2021



HALFMOON, NY—Congressman Paul D. Tonko was joined by local stakeholders today to announce his newly introduced, New York-New Jersey Watershed Protection Act, legislation to protect and restore hundreds of miles of waterways that flow through the Hudson Valley, across New Jersey, and into New York-New Jersey Harbor, strengthening resilience against storm surges and improving accessibility and economic opportunity for the millions of Americans.

“Not only do our waterways offer cherished places for us to gather and connect with one another, they help protect communities from flood risks and provide significant environmental and economic value for our region,” **Congressman**

Tonko said. "As America's most crowded watershed, the New York-New Jersey Watershed serves a vital role for millions. Despite its central importance in maintaining local ecosystems and spurring growth, the watershed remains significantly underfunded. My New York-New Jersey Watershed Protection Act turns the tide for this waterway, implementing a coordinated restoration effort to bolster resistance against dangerous storm surges and generate substantial economic returns. I urge my colleagues to support this critical bill that will ensure our watershed can serve as a resource to our communities for many years to come."

The New York-New Jersey Watershed Protection Act:

- Directs the Secretary of the Interior to build on and coordinate restoration activities at all levels of government.
- Establishes a program to coordinate restoration and award grants to help fund restoration projects in local communities.
 - The program would ensure that restoration efforts utilize science-based principles to protect fish and wildlife habitats, improve water quality, increase public access to the estuary, mitigate flood risks, deliver funds to environmental justice communities, and develop public outreach and educational activities.
- Authorizes \$50,000,000 annually through fiscal year 2027 to accomplish these goals.

"The New York-New Jersey Harbor and its associated watersheds, including the Hudson and Mohawk Rivers, are economic powerhouses that help sustain diverse communities and provide habitat for many imperiled plants and animals," said **Andy Bicking, Director of Government Relations and Public Policy for Scenic Hudson**. "Yet as precious as these waterways are, they all are burdened by a history of poorly planned development and now climate change, both of which threaten people's access to clean water and long-cherished waterfronts. State and local governments are doing their part to address these challenges, but the federal government can do better. Congressman Tonko's New York-New Jersey Watershed Act represents a critical step forward to ensure these waterways remain a vital resource for local communities and the entire nation for many years to come."

"We are extremely grateful to Congressman Tonko for this important regional watershed legislation that includes resources to create nature-based flood resiliency and wildlife habitat protection for underserved communities along the lower Passaic River, Raritan Bay and throughout the urban core of the New York-New Jersey Harbor Estuary," said **Greg Remaud, CEO of NY/NJ Baykeeper**.

"This legislation will provide much needed resources to restore fisheries and waterways across the region while enhancing public access, environmental justice, and climate resilience," said **Riverkeeper's Senior Manager of Government Affairs, Jeremy Cherson**. "Riverkeeper thanks Congressman Tonko for introducing this important bipartisan legislation to ensure our region benefits from a strong federal partnership to bolster existing efforts by state and local partners."

"Thank you, Congressman Tonko, for recognizing the importance of our shared waterways" said **Robert Pirani, Director of the New York-New Jersey Harbor & Estuary Program**. "This legislation will help local communities address the challenges of climate change by improving water quality, enhancing fish and wildlife habitat, and creating public access across the estuary."

"Representative Tonko continues to demonstrate genuine leadership by authoring visionary legislation to help and protect and restore our precious water resources", said **Rich Innes, Senior Policy Director for the Association of National Estuary Programs**. "The New York-New Jersey Watershed Act is a major step towards revitalizing our communities and the natural resources they depend on."

The New York-New Jersey Watershed Protection Act is cosponsored by Representatives Jerrold Nadler [D-NY], Andy Kim [D-NJ], Jefferson Van Drew [R-NJ], Nydia Velazquez [D-NY], and Bonnie Watson Coleman [D-NJ].

The bill is supported by the following organizations: Scenic Hudson, Riverkeeper, Environmental Advocates of NY, the Schoharie River Center, NY/NJ Baykeeper, NYC Soil & Water Conservation District, National Wildlife Federation, Jersey City Parks Coalition, Environmental Defense Fund, National Parks Conservation Association, NYC Environmental Justice Alliance, NJ Audubon Society, Hackensack Riverkeeper, Waterfront Alliance, and Natural Areas Conservancy.

###

**ORDINANCE AMENDING §13-175 OF THE
CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED “STOP SIGNS; LOCATIONS DESIGNATED”
(O-22-02)**

INTRODUCED BY COUNCILMEMBER MENIST:

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

SECTION 1: Section 13-175 of the City of Poughkeepsie Code of Ordinances entitled “Stop Signs; Locations Designated” is amended by the **ADDITION** of the following language:

**On Rinaldi Boulevard, at its intersection with Gerald Drive and Laurel Street,
both directions.**

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

SECONDED BY COUNCILMEMBER _____ .

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

**RESOLUTION
(R-22-X)**

**RESOLUTION AUTHORIZING THE MAYOR AND THE COMMISSIONER OF
FINANCE TO AMEND THE EXISTING SALES TAX AGREEMENT WITH THE CITY
OF BEACON AND THE COUNTY OF DUTCHESS AND TO EXECUTE A NEW SALES
TAX AGREEMENT WITH THE CITY OF BEACON AND THE COUNTY OF
DUTCHESS**

INTRODUCED BY COUNCILMEMBER _____

WHEREAS, the City of Poughkeepsie and the City of Beacon have previously entered into a Sales Tax Agreement with the County of Dutchess and that Agreement will expire in February of 2023; and

WHEREAS, the City of Poughkeepsie wishes to amend the existing ten-year agreement and enter into a new ten-year Sales Tax Agreement with the City of Beacon and the County of Dutchess which is deemed to be in the interest of the involved parties; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Poughkeepsie Common Council hereby authorizes the Mayor and the Commissioner of Finance to amend the existing 2013 Sales Tax Agreement with the City of Beacon and County of Dutchess in the form annexed hereto as **Exhibit A** and incorporated herein by reference; and

BE IT FURTHER RESOLVED that the City of Poughkeepsie Common Council hereby authorizes the Mayor and the Commissioner of Finance to execute a new Sales Tax Agreement with the City of Beacon and County of Dutchess in the form annexed hereto as **Exhibit B** and incorporated herein by reference; and

BE IT FURTHER RESOLVED that the Mayor and the Commissioner of Finance are hereby authorized to execute any other documents related to the new Sales Tax Agreement and to the Amendment to the 2013 Sales Tax Agreement necessary for their implementation.

SECONDED BY COUNCILMEMBER _____.

EXHIBIT A

**AMENDMENT TO JUNE 14, 2013
SALES TAX AGREEMENT**

THIS AMENDMENT AGREEMENT, made as of March __, 2022, by and between the COUNTY OF DUTCHESS, a municipal corporation and political subdivision of the State of New York, having its principal office at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), the CITY OF Poughkeepsie, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at Municipal Building, Poughkeepsie, New York 12601 (hereinafter referred to as "Poughkeepsie"), and the CITY OF BEACON, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at 427 Main Street, Beacon, New York 12508 (hereinafter referred to as "BEACON"),

WHEREAS, the parties hereto made and entered into a five (5) year agreement dated December 29, 1989 (County Contract No. 90-0050-FI) by which the Cities of Poughkeepsie and Beacon surrendered their rights of preemption to the New York State Sales and Use Tax, and

WHEREAS, said Agreement was renewed by Agreement dated November 14, 1994 (County Contract No. 95-0006-2/2000-FI) for an additional period of five (5) years, by Agreement dated January 18, 2000 (County Contract No. 00-0054-2/05-FI) for an additional period of five (5) years, by Amendment Agreement dated June 1, 2003 (County Contract No. 00-0054-02/05-FI-A1) to increase the county-wide Sales and Use Tax from 3% to 3.75% and to provide for the distribution thereof, and by Agreement dated June 14, 2013 (County Contract No. 13-0193-3/23-FI) for an additional period of ten (10) years, for a period expiring February 28, 2023, and

WHEREAS, it is the mutual desire of the parties to amend said June 14, 2013 Agreement upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto, through their Chief Executive Officers, having first obtained the consent of their legislative bodies and the New York State Comptroller, do hereby agree as follows:

1. The June 14, 2013 Sales Tax Agreement (County Contract No. 13-0193-3/23-FI) is hereby amended to add the following language to paragraph five (5): "Additionally, in 2022, the County shall distribute to the City of Poughkeepsie three million (\$3,000,000) dollars, pursuant to Section 1262(c) of the New York State Tax Law."

2. Payment shall be made within one (1) month following the full execution of the Amendment Agreement
3. All other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement.

APPROVED AS TO FORM:

APPROVED: COUNTY OF DUTCHESS

Dutchess County Attorney

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO FORM:

APPROVED: CITY OF POUGHKEEPSIE

Corporation Counsel

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Robert Rolison, Mayor

APPROVED AS TO FORM:

APPROVED: CITY OF BEACON

City Attorney

APPROVED AS TO CONTENT:

City Administrator

By: _____
Lee Kyriacou, Mayor

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared MARCUS J. MOLINARO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[illegible]

On this day of , 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[illegible]

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT B

SALES TAX AGREEMENT

THIS AGREEMENT, made this _____ day of March, 2022, by and between the **COUNTY OF DUTCHESS**, a municipal corporation and political subdivision of the State of New York, having its principal office at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") the **CITY OF POUGHKEEPSIE**, a municipal corporation organized pursuant to 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 "POUGHKEEPSIE"), and the **CITY OF BEACON**, a municipal corporation organized pursuant to the laws of the State of New York, having its principal office at One Municipal Plaza, Suite One, Beacon, New York 12508 (hereinafter referred to as "BEACON").

WHEREAS, the parties hereto have made and entered into various Agreements pursuant to New York State Tax Law Section 1262(c), namely, in 1989 for a five (5) year term, in 1994, for a five (5) year term, and in 2000 for a five (5) year term, and

WHEREAS, on June 1, 2013, the Sales and Use Tax Agreement was amended by Contract No. 00-0054-2/05-FI-A1, as a result of the County wide Sales and Use Tax increasing from 3 to 3.75% pursuant to Chapter 58 of the Laws of 2020 and Tax Law Section 1210, and

WHEREAS, the parties hereto made and entered into a ten (10) year agreement effective March 1, 2013, and ending March 1, 2023, by which the Cities of Poughkeepsie and Beacon surrendered their rights of preemption to the Sales and Use Tax, and

WHEREAS, the parties had originally agreed to enter into a renewal or modification of the March 1, 2013 Agreement by December 1, 2021, to become effective on March 1, 2023, but by Memorandum of Agreement the parties extended the date by which they must renew or modify to June 1, 2022, in mutual interests and benefit of the parties, and

WHEREAS, it is the desire of the County to aid revenue generating capacity by the continuation of the County Sales And Use Tax at 3.75% as provided in the Tax Law of the State of New York, and for it to be uniformly applied in all areas of the County, and

WHEREAS, Poughkeepsie hereby declines its "right of preemption" of one-half (1/2) of the non-state sales and use tax collected within the City of Poughkeepsie, and

WHEREAS, Beacon hereby declines its "right of preemption" of one-half (1/2) of the non-state Sales And Use Tax collected within the City of Beacon, and

WHEREAS, Poughkeepsie and Beacon would be required to continue to surrender their respective "rights of preemption" in order for the County to continue to impose the uniform County wide Sales And Use Tax at 3.75% that being the maximum amount now permitted by State law, and

WHEREAS, it is in the best interests of the County, Poughkeepsie, and Beacon to come to mutual agreement as to distribution of County Sales and Use Tax without jeopardizing their respective abilities to raise revenue, and

WHEREAS, the County intends to set aside a certain amount of Sales and Use Tax revenue for County purposes pursuant to Section 1262(a) of the Tax Law of the State of New York, and

WHEREAS, the County intends to set aside a certain amount of said Sales and Use Tax net collections not set aside for County purposes as defined in Section 1262(c) of the Tax Law and to allocate the same to the Cities and areas in the County outside of the Cities as set forth herein, and

WHEREAS, Poughkeepsie and Beacon have each elected to receive said allocation in direct payments pursuant to Tax Law Section 1262(c) in lieu of a tax reduction of the County tax levied upon real property in Poughkeepsie and Beacon,

NOW, THEREFORE, the parties hereto, through their chief executive officers having first obtained the consent of their respective legislative bodies and the New York State Comptroller do hereby agree as follows:

1. The County will continue its Sales and Use Tax at no less than 3.75% during the term of this Agreement. The County's portion of the "net collection" set aside for County purposes shall be defined as the net collections of the Sales and Use Tax received from New York State, less distributions and areas outside the cities as set forth in paragraphs 5, 7 and 8 herein.
2. Poughkeepsie will not exercise its right of preemption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York to be effective for each year of this Agreement as long as the County's Sales and Use Tax remains no less than 3.75%.
3. Beacon will not exercise its right of preemption to impose a local sales and use tax pursuant to Article 29 of the Tax Law of the State of New York to be effective for each year of this Agreement as long as the County's sales and use tax remains no less than 3.75%.
4. The County shall in each year during the term of this Agreement distribute to the Cities of Poughkeepsie and Beacon, collectively, a percentage of the total County Sales and Use Tax revenue distributed by the State of New York to the County.
5. The percentage shall be distributed to Poughkeepsie and Beacon as follows:
 - (a) City of Poughkeepsie:
 - (b) 5.41% for fiscal years 2023, 2024, and 2025;

- (c) 5.63% for fiscal years 2026, 2027, 2028, and 2029; and
- (d) 6.02% for fiscal years 2030, 2031, and 2032
- (e) City of Beacon:
- (f) 2.35% on a fiscal year basis for 2023, 2024 and 2025;
- (g) 2.45% for fiscal years 2026, 2027, 2028 and 2029; and
- (h) 2.62% for fiscal years 2030, 2031 and 2032

6. Payments by the County shall be made directly to the Cities on the business day after receipt of the County's share of the sales tax proceeds from the State Commissioner, by ACH payment to a designated account or by check of the County Commissioner of Finance at the option of each City.

7. Commencing in 2023, the County shall annually deduct three hundred thousand (\$300,000) from the City of Poughkeepsie's total allocation set forth in Paragraph 5 of this Agreement in each year of this Agreement with the first deduction being collected by December 31, 2023.

8. The County shall in each year during the term of this Agreement, pursuant to and in accordance with Section 1262(c) of the Tax Law, allocate 9.5% of Sales and Use Tax to the areas outside the Cities of Poughkeepsie and Beacon, each town being allocated a proportionate share of the total allocation of 9.5% based upon its respective population as determined in accordance with the latest decennial federal census or special population census taken pursuant to Section 20 of the General Municipal Law completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of the County. Pursuant to Tax Law 1262(c), villages which have elected to be paid directly shall receive amounts determined by the ratio that the full valuation of real property in the village or

portion thereof within the town in which such village is located bears to be the full valuation of real property in the entire town. Allocations shall be made quarterly.

9. Except as provided in paragraphs 5, 7, and 8, hereof, all Sales and Use Tax moneys received by the County and not distributed as herein provided shall be retained by the County for County purposes pursuant to Section 1262(a) of the Tax Law of the State of New York.

10. The term of this Agreement shall be for a period of ten (10) years commencing as of March 1, 2023 and ending February 28, 2033, unless the parties shall enter into a renewal and/or modification thereof on or before June 1, 2032, to become effective upon the termination of this agreement.

11. In the event of the termination of this Agreement without renewal, Poughkeepsie reserves its right to re-exercise its right of preemption with respect to the levying and collection of Sales and Use Tax within Poughkeepsie, and Beacon reserves its right to thereafter exercise its right of preemption with respect to the levying and collection of Sales and Use Tax within Beacon, effective after March 1, 2032.

12. This Agreement shall become effective upon its execution by the chief executive officers of the respective parties, each having first obtained legislative consent thereto by their respective legislative bodies, and upon the further approval and consent of the Comptroller of the State of New York with respect to all agreements entered into between the County and the cities within the County providing for the distribution of Sales and Use Tax collected within the County, not reserved for County or educational purposes, to the areas within the County.

IN WITNESS WHEREOF, the parties have signed this Agreement.

APPROVED AS TO FORM:

APPROVED: COUNTY OF DUTCHESS

Dutchess County Attorney

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO FORM:

APPROVED: CITY OF POUGHKEEPSIE

Corporation Counsel

APPROVED AS TO CONTENT:

Commissioner of Finance

By: _____
Robert Rolison, Mayor

APPROVED AS TO FORM:

APPROVED: CITY OF BEACON

City Attorney

APPROVED AS TO CONTENT:

City Administrator

By: _____
Lee Kyriacou, Mayor

SS:

Notary Public

SS:

Notary Public

SS:

Notary Public

**RESOLUTION
(R22-X)**

INTRODUCED BY COUNCILMEMBER _____

WHEREAS, the City is the owner of the parkland property located in the City of Poughkeepsie, County of Dutchess, State of New York and more particularly known as “Eastman Park” (the “Premises”); and

WHEREAS, by resolution R-21-41 dated May 17, 2021, the City of Poughkeepsie authorized the transfer of abutting property at 35 Montgomery Street to the County for purposes of developing a multi-purpose youth and community facility for the residents of Dutchess County; and

WHEREAS, pursuant to that resolution, the County shall, within twelve (12) months of the closing of title between the City and the County, demolish the existing structure on the Property; and

WHEREAS, the County is preparing to proceed with the demolition and has advised the City that a temporary easement is necessary on the land of Eastman Park to permit construction fencing as shown on the proposed easement annexed hereto.

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby authorizes the Mayor to execute the attached Temporary Easement.

SECONDED BY COUNCILMEMBER _____.

Official Minutes of the Public Hearing of February 22, 2022 for the purpose of receiving comments on the proposed introductory Local Law, entitled "Local Law Amending Section 18 1/2 of the Code of Ordinances of the City of Poughkeepsie, New York"; Local Waterfront Redevelopment Program.



THE CITY OF POUGHKEEPSIE NEW YORK

PUBLIC HEARING

Tuesday, February 22, 2022 5:45 p.m.

Virtual

Welcome to the scheduled meeting of the Public Hearing in the City of Poughkeepsie. The date is February 22, 2022 and the time is 6:01 pm.

THIS HEARING IS FOR THE PURPOSE OF RECEIVING COMMENTS ON THE proposed introductory Local Law, entitled "Local Law Amending Section 18 1/2 of the Code of Ordinances of the City of Poughkeepsie, New York"; Local Waterfront Redevelopment Program.

Councilmember-At-Large Salem called the meeting to order at 5:45 p.m.

I. WELCOME

II. PUBLIC PARTICIPATION: Five (5) minutes per person public comment.

1. Harvey Flad, 20 Landing Rd

III. ADJOURNMENT:

The Public Hearing ended at 6:00pm.

Dated: March 7, 2022

I hereby certify that this true and correct copy of the Minutes of the Common Council Public Hearing held on February 22, 2022.

Respectfully submitted,

Donna M. DeLuca
Deputy City Chamberlain



THE CITY OF POUGHKEEPSIE NEW YORK

COMMON COUNCIL MEETING MINUTES

Monday, February 22, 2022, 6:30 p.m.

Virtual

The Council Meeting was conducted using videoconferencing, as permitted by the NYS Open Meetings Law.

Welcome to the regularly scheduled Meeting of the City of Poughkeepsie Common Council the date is February 22, 2022, and the time is 6:32 pm.

I'd like to acknowledge that we are gathered, wherever we are, on the traditional territory of the Lenape people and this territory was a critical resting place along a popular trade route for people of the Lenape Nation and other cultures as is evidenced in the earliest derivation of the name 'Poughkeepsie' with an indigenous string of words, U-puku-ipi-sing, that, when translated, means 'reed-covered lodge by the little water place' or resting place.

Let's all recite the pledge of allegiance.

I. ROLL CALL: (8 present, 1 absent: Councilmember Menist logged on late)

II. REVIEW OF MINUTES:

Common Council Public Hearing – February 7, 2022

Common Council Meeting – February 7, 2022

**Motion to Amend the minutes: Councilmember Cherry
2nd: Councilmember Long**

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

NONE

IV. PUBLIC PARTICIPATION

1. Laurie Sandow, S. Grand Ave. (submitted in writing)

At the February 7, 2022, Common Council meeting, I noted that the erosion of democratic norms is growing ever-more entrenched and epidemic in this City's sadly dysfunctional, backroom world. As further evidence of this erosion, Rebecca Valk, the City's new Corporation Counsel, recently instructed the Deputy Chamberlain that my public comments NOT be added to draft minutes from the Council's February 7 meeting, scolding that the draft was already prepared. My comments were also not made part of the Council's posted public packet, which document was neither prepared, nor posted at the time the Chamberlain received my comments. Ms. Valk iced the cake by manufacturing submission deadlines which are unsupported by the City's own Charter. Thank you to the Councilmembers who just voted that the minutes be amended to include my comments.

One of the most disturbing achievements by both Administration and Council has been discouraging public information and participation. As a result, large numbers of this City's most concerned and involved residents have thrown up their hands in disgust and turned away from participation—exactly the disaffection the Administration and Council both want. Tonight's chopped up, two-part waterfront public hearing (January 18 and February 22) is an example, as is the Council's Charter-violating, continuing failure to appoint a Redistricting Commission, as well as the Council's announced meeting schedule which violates the Charter's mandate for Informational Meetings in March and September.

New York State's Freedom of Information Law (FOIL) reads, in part: "The people's right to know the process of government decision making and the documents and statistics leading to determinations is basic to our society. Access to such information should not be thwarted by shrouding it with the cloak of secrecy or confidentiality." NYS FOIL is based upon a presumption of access. The law does not support unnecessary delays in disclosure. Yet, this City's Freedom of Information portal is programmed with a canned statement (and I quote): "The request will be granted or denied, in whole or in part, within approximately thirty (30) days." The canned response does not provide a date certain (specific date) when the request will be granted. It suggests the opposite: "twiddle your thumbs for up to 30 days before you find out whether we'll get back to you or not."

The City website boasts that the Chamberlain's office (quote): "provides quality services to meet the needs of City residents and business owners in an effective, efficient and timely manner." The Freedom of Information law provides that responses shall not be delayed or denied on the basis that an agency lacks sufficient staffing. And yet I get notes defending non-responsiveness and delays that read along the lines of this one from City Administrator Marc Nelson (and I quote): "whether or not documents are near at hand when an [sic] FOI arrives is not dispositive of our timeline for providing them. Many other factors are important as city staff are typically addressing a host of matters on any given day." When the City finally provides documents long past relevance, then the same functionaries complain that I make document requests and don't do anything with them.

Official Minutes of the Common Council Meeting of February 22, 2022

Part Two of tonight's Local Waterfront Revitalization Program (LWRP) public hearing, which just concluded, is a good example of delays in response to FOIL. More than 30 days ago, I requested the time-stamped requests made by members of the public who signed up to speak on January 18, 2022. On that date, only a limited number were granted their right to speak, and the rest were inconvenienced to show up and wait in queue again at tonight's Part Two, or—having been obstructed the first time—not show up again at all. Only those documents, very clearly in the hands of the Chamberlain and the Council Chair, will reveal the order that people signed up to speak, as opposed to the order in which they were called upon to speak. Additionally, no councilmember has responded to the part of the same FOI request seeking the individuals and/or organizations who communicated with them about the content of the LWRP public hearing of January 18, 2022. This is the case despite it being known that they received at least one lengthy talking point memo from former Councilmember Sarah Brannen. To date neither Chamberlain, nor Council Chair, nor any councilmember has been responsive to that Freedom of Information request. What a sorry state of affairs the residents of this City find themselves in, with the City Administration, the Corporation Counsel, the Common Council, and the Chamberlain all complicit in misbehavior through silence, delays, non-responsiveness and censorship.

2. Larry Trepel, 15 S. Bridge St

V. CHAIRPERSON'S COMMENTS AND PRESENTATIONS

I'm going to keep it brief tonight, but Corporation Counsel Valk, I don't know if you want to address Mr. Trepel's concerns as far as the culling of the deer by Vassar.

Corporation Counsel Valk: So I will just briefly state that I believe Mr Treppe has mischaracterized my email to the extent that I did not adopt each and every part of Mr. Ackerman's finding, but I did adopt the ultimate conclusion. Specifically, federal law does preempt..actually, I'm sorry, not federal. I believe state law does preempt the issue of regulations with hunting and that is found to be in the jurisdiction of the DEC. The language that Mr. Trepel cites in the permit, there are municipalities throughout New York State to have local permitting requirements. However, I do not believe that the City of Poughkeepsie would be in a position where it could enforce it when the permits are being issued by the DEC.

All right, thanks for that. And then, Larry, we can get you an email with that information this week as well, but thanks for addressing that concern there.

Yes, so in Chairperson's comments, first I want to commend the City of Poughkeepsie and other department firefighters on their work extinguishing the residential property fire that occurred yesterday, Monday on South Clover Street.

Good to hear that there were no serious injuries and it sounds like all of the folks who were no serious injuries and it sounds like all of the folks who were displaced have a place to go and are connected to support services. But it seemed like that fire was taken

Official Minutes of the Common Council Meeting of February 22, 2022

under control in a very timely manner and it was surprising to see the blaze. I used to live down in that neighborhood.

It's a little frightening, understanding, you know, those are older buildings and they are more prone to catching fire. I know the source of the fire is still under investigation but it was good to see that kind of response.

COVID and Council Meetings: So, Governor Hochul did extend the COVID state of emergency through March 16th. And what that means for virtual public meetings is that we can continue to meet virtually up until March 16th. Unless there is an extension of any kind, that means that we will be returning back to the Common Council Chambers. We have a little bit of lead time between this meeting and our next Common Council meeting to really meet together as a council and establish some safety and health protocols so that we can welcome folks back into the chambers for meetings in a way that makes sense and makes everybody feel supported and safe at the same time. And, we're going to be discussing that with leadership as well as in caucus understanding that all of the boards and committees that have to come back into the chambers as well.

So there's a lot of moving pieces. We did, also, have an upgrade to the Common Council Chambers and that's thanks to the deconstruction for the HBO filming. And they reconstructed the chambers and we have a few new, you know, tech upgrades there. So, we're going to try and find a time for everyone to get back in there and poke around to make sure we all have a sense of what it feels like to be back there and in person.

The COVID situation as of now is looking positive, which is great, honestly, it's been a long, long two years. However, we don't want to, what's the saying? Count our chickens before they hatch.

And I just do know that for me personally, I find comfort in being able to wear a mask inside when I'm around a lot of people, and I hope other folks are using their best judgment when it comes to that as well.

And then we did learn yesterday of a violent threat that was sent out to, you know, through the Poughkeepsie school district, as well as another district in the area, causing kids to be kept home and prevented from going into school.

And you know, I have to say just incredibly disheartening and horrifying.

I can't. I'm not a parent. I can't imagine what that feels like to be put in a situation where you fear for your child's life repeatedly, repeated threats that have happened over the past however many years, you know, with now kids finally getting back into school after this COVID and keeping folks home.

And then, you know, teachers, faculty, staff, just the collective fear that that could cause.

And I know that there's an investigation still going on to figure out what's what's happening, how viable the threat is.

But you know, those words go a very long way, and I just feel very, you know, it's I feel

Official Minutes of the Common Council Meeting of February 22, 2022

sorry for everyone involved and at the school, headed to the schools Councilmember Cherry and other council members who are engaged in the education environment locally and just the students don't deserve this. You know, these kids don't deserve this. And so I really hope that we can get to the bottom of I know the police department is working on it with the school district figuring out where this came from and it's not funny. I don't have to say that. It's just not funny. I feel compelled to say that because I think we all have to understand that threats of violence are not a joke.

And that concludes my comments, and I understand Mayor Rolison unfortunately could not make it tonight.

So we're going to move to new and unfinished business.

VI. MAYOR'S COMMENTS

NOT PRESENT

VII. NEW & UNFINISHED BUSINESS

VIII. REPORTS OF COMMITTEES AND BOARDS:

NONE

CONSENT AGENDA:

IX. MOTIONS AND RESOLUTIONS:

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

- 1. R-22-20, Resolution Extending the Rezoning Approval Granted by Ordinance 0-21-01**

**RESOLUTION
(R-22-20)**

INTRODUCED BY COUNCILMEMBER FLOWERS:

WHEREAS, the Common Council of the City of Poughkeepsie, by Ordinance O-21-01 on February 16, 2021, rezoned a nine (9) acre vacant parcel of land located on Milton Street known on the tax maps as Grid No. 6162-73-623227 from R-2 (Medium Low Density Residential District) to Planned Residential Development (PRD); and

WHEREAS, pursuant to City of Poughkeepsie City Code Section 19-3.18(6)(a), a rezoning to PRD is effective for twelve months; and

Official Minutes of the Common Council Meeting of February 22, 2022

WHEREAS, the Common Council is authorized to grant extensions to the approval, the first extension not to exceed an additional six months upon good cause shown by the applicant; and

WHEREAS, LaBella Associates, as representative for the applicant, has submitted a letter dated February 4, 2022, supporting a request for a 6 month extension.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Poughkeepsie as follows:

Upon good cause show, Ordinance 0-21-01, rezoning a nine (9) acre vacant parcel of land located on Milton Street known on the tax maps as Grid No. 6162-73-623227 from R-2 (Medium Low Density Residential District) to Planned Residential Development (PRD) is hereby extended for a period of six months effective February 16, 2022.

SECONDED BY COUNCILMEMBER _____ :

R-22-20			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

2. R-22-21, Resolution Authorizing Improvements to Sewage Pump Stations and Water Treatment Plant

**RESOLUTION
(R-22-21)**

EXTRACT OF MINUTES

[Supplemental Resolution for Pump Station Renovation, CSO & WWTP Improvements]

A regular meeting of the Common Council of the City of Poughkeepsie, Dutchess County, New York was convened in public session at the Council Chambers, City Hall, Poughkeepsie, New York on February 22, 2022 at 6:30 o'clock p.m., local time.

Official Minutes of the Common Council Meeting of February 22, 2022

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

PRESENT:

Council Chair Sarah A. Salem
Councilmember Natasha Cherry
Councilmember Megan Deichler
Councilmember Yvonne Flowers
Councilmember Lorraine Johnson
Councilmember Debra Long
Councilmember Evan Menist
Councilmember Nedra Patterson Thompson
Councilmember Nathan Shook

ABSENT:

The following persons were ALSO PRESENT:

Commissioner of Finance Brian Martinez, PhD

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

SUPPLEMENTAL BOND RESOLUTION DATED FEBRUARY 22, 2022

A RESOLUTION AUTHORIZING IMPROVEMENTS TO SEWAGE PUMP STATIONS, IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT, AND IMPROVEMENTS TO ADDRESS COMBINED SEWER OVERFLOW AT AN INCREASED ESTIMATED MAXIMUM COST OF \$12,370,000, AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$11,256,000, PURSUANT TO THE LOCAL FINANCE LAW TO FINANCE A PORTION OF THE COST THEREOF, AND DELEGATING CERTAIN POWERS IN CONNECTION THEREWITH TO THE COMMISSIONER OF FINANCE

WHEREAS, the City of Poughkeepsie, Dutchess County, New York (the "City") has previously approved its Bond Resolution No. R15-16 dated February 17, 2015, as supplemented by a Supplemental Bond Resolution No. R15-70 dated September 8, 2015, regarding Pump Station Renovation, CSO & WWTP Improvements (as supplemented, the "Bond Resolution"), authorizing the issuance of serial bonds for the purposes described therein in an aggregate principal amount not to exceed \$11,256,000; and

Official Minutes of the Common Council Meeting of February 22, 2022

WHEREAS, the City has previously issued its EFC Clean Water Facility Note-2017A (Bond Anticipation Note) in the principal amount of \$8,419,500 dated April 27, 2017 pursuant to the Bond Resolution; and

WHEREAS, based on updated estimated costs of the improvements to be financed pursuant to the Bond Resolution, including certain costs to be financed with the proceeds of grants awarded to the City, it is necessary to increase the estimated project cost by \$1,114,000, without increasing the authorized amount of obligations;

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

SECTION 1. Section 1 of the Bond Resolution is hereby amended and supplemented to read as follows:

SECTION 1. The improvement of pump stations including Meyer Avenue Pump Station, Pine Street Pump Station and Cedar Avenue Pump Stations, the improvements to the Wastewater Treatment Plant, the completion of storm sewer line separation to eliminate the Riverview Combined Sewer Overflow, installation of bioretention and porous pavement at Liberty Street lot to reduce stormwater runoff to address combined sewer overflows; and the relining of sewer pipes at various locations in the City to address sanitary sewer overflows to the receiving waters, is hereby authorized at an increased estimated maximum cost of \$12,370,000, and said amount is hereby appropriated therefor. It is hereby determined that said purpose is an object or purpose described in subdivision 4 of paragraph a of Section 11 of the Local Finance Law, and that the period of probable usefulness of said purpose is thirty years.

SECTION 2. Section 3 of the Bond Resolution is hereby amended and supplemented to read as follows:

SECTION 3. The City plans to finance a portion of the total cost of said purposes by the issuance of serial bonds of the City in an amount not to exceed \$11,256,000, hereby authorized to be issued therefor pursuant to the Local Finance Law. The City plans to pay or reimburse a portion of the total project costs from the proceeds of certain grants including a preliminary engineering grant, a WIIA grant, and a GIGP grant. Nothing in this resolution shall be deemed to impair the obligations previously issued pursuant to the Bond Resolution.

SECTION 3. It is hereby determined that the above purposes constitute a Type II action as defined under the State Environmental Quality Review Regulations, 6 NYCRR Part 617, which has been determined under SEQR not to have a significant impact on the environment.

SECTION 4. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(1) Such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or

Official Minutes of the Common Council Meeting of February 22, 2022

(2) The provisions of law which should be complied with at the date of the publication of this resolution are not substantially complied with; and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(3) Such obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 5. The Chamberlain is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the Poughkeepsie Journal, being a newspaper having a general circulation in the City and hereby designated as the official newspaper of the City for such publication.

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

Council Chair Sarah A. Salem	VOTING AYE
Councilmember Natasha Cherry	VOTING AYE
Councilmember Megan Deichler	VOTING AYE
Councilmember Yvonne Flowers	VOTING AYE
Councilmember Lorraine Johnson	VOTING AYE
Councilmember Debra Long	VOTING AYE
Councilmember Evan Menist	VOTING AYE
Councilmember Nedra Patterson Thompson	VOTING AYE
Councilmember Nathan Shook	VOTING AYE

The foregoing resolution was thereupon declared duly adopted.

R-22-21						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

A motion was made by Councilmember Cherry and seconded by Councilmember Long and Councilmember Menist to receive and print.

3. R-22- 22, Resolution Reappointing Colleen Kinneary McCabe, Michael Harris, and Gregory Gartland to the Board of Ethics

Official Minutes of the Common Council Meeting of February 22, 2022

**RESOLUTION
(R-22-22)**

INTRODUCED BY CHAIR SALEM:

WHEREAS, in accordance with City Charter §6.08 and Administrative Code §15.05, the Common Council of the City of Poughkeepsie is authorized to make appointments of City residents to serve on the City of Poughkeepsie Board of Ethics; and

WHEREAS, all appointments to the Board of Ethics are currently vacant; and

WHEREAS, three members of the Board of Ethics have expressed their desire for reappointment to serve another two year term.

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints the following individuals to the Board of Ethics for a two (2) year term:

Gregory Gartland
Michael Harris
Colleen Kinneary McCabe

SECONDED BY COUNCILMEMBER LONG

R-22-22			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

A motion was made by Councilmember Cherry and seconded by Councilmember Long and Councilmember Menist to receive and print.

R-22-23, Resolution Reappointing LaLana Hunt Smiling to the Board of Assessment Review

**RESOLUTION
(R-22-23)**

INTRODUCED BY COUNCILMEMBER SALEM:

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

WHEREAS, member LaLana Hunt Smiling has previously served on the Board of Assessment Review and has expressed an interest in continued service; and

WHEREAS, the Commissioner of Assessment has recommended the reappointment of LaLana Hunt-Smiling as a member of the Board of Assessment Review; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Poughkeepsie does hereby re-appoint LaLana Hunt-Smiling to the Board of Assessment Review for a term of five (5) years commencing on October 1, 2021 and expiring on September 30, 2026.

SECONDED BY COUNCILMEMBER _____

R-22-23			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

X. ORDINANCES AND LOCAL LAWS:

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

1. **O-22-01**, an Ordinance amending §13-269 of chapter 13 of the City of Poughkeepsie Code of Ordinances entitled “Motor Vehicles and Traffic”

ORDINANCE AMENDING §13-269

**OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-22-01)

INTRODUCED BY COUNCILMEMBER LONG:

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

SECTION 1: §13-269 is hereby amended by the following addition:

Section 13-269 -Handicapped parking areas designated.

Upon the erection of signs giving due notice thereof, the following areas shall be designated as handicapped parking areas and are to be utilized only for the purpose set forth in this Article:

Mill Street, side, beginning feet of its intersection of and continuing for a distance of feet, for one-parking spaces

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____ :

ADDITIONS denoted by Underlining and Bold

O-22-01						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

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

- 2. LL-22-02, Local Law to Establish a Sustainable Energy Loan Program (Open C-PACE) in the City of Poughkeepsie**

LOCAL LAW NO. LL-22-01

A LOCAL LAW TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM (OPEN C-PACE) IN THE CITY OF POUGHKEEPSIE

INTRODUCED BY CHAIRPERSON SALEM AND COUNCILMEMBER MENIST:

Be it enacted by the City of Poughkeepsie (the “Municipality”) as follows

Section 1. This local law shall be known as the “Energize NY Open C-PACE Financing Program” and shall read as follows:

ARTICLE I

§1. Legislative findings, intent and purpose, authority.

- A.** It is the policy of both the City of Poughkeepsie and the State of New York (the “State”) to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The City of Poughkeepsie finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This local law establishes a program that will allow the Energy Improvement Corporation (as defined below, “EIC”), a local development corporation, acting on behalf of the City of Poughkeepsie pursuant to the municipal agreement (the “Municipal Agreement”) to be entered into between the City of Poughkeepsie and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this local law and accomplishing an important public purpose. This local law provides a method of implementing the public policies expressed by, and exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the “Enabling Act”).
- B.** The City of Poughkeepsie is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly

Official Minutes of the Common Council Meeting of February 22, 2022

Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this local law.

- C. This local law, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the “Energize NY Open C-PACE Local Law”.

§2. Definitions

- A. Capitalized terms used but not defined herein have the meanings assigned in the Enabling Act
- B. For purposes of this local law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

Annual Installment Amount – shall have the meaning assigned in Section 8, paragraph B.

Annual Installment Lien – shall have the meaning assigned in Section 8 paragraph B.

Authority – the New York State Energy Research and Development Authority.

Benefit Assessment Lien – shall have the meaning assigned in Section 3, paragraph A.

Benefited Property – Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

Benefited Property Owner – the owner of record of a Benefited Property.

EIC – the Energy Improvement Corporation, a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of the State, authorized hereby on behalf of the Municipality to implement the Program by providing funds to Qualified Property Owners and providing for repayment of such funds from money collected by or on behalf of the Municipality as a charge to be levied on the real property.

Eligible Costs – costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC’s Program administration fee, closing costs and fees, title and appraisal fees, professionals’ fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement

Enabling Act – Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

Finance Agreement – the finance agreement described in Section 6A of this local law.

Financing Charges – all charges, fees and expenses related to the loan under the Finance Agreement including accrued interest, capitalized interest, prepayment premiums, and penalties as a result of a default or late payment and costs and reasonable attorneys’ fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

Financing Parties – Third party capital providers approved by EIC to provide financing to Qualified Property Owners or other financial support to the Program which have entered into separate agreements with EIC to administer the Program in the Municipality.

Municipality – the City of Poughkeepsie, a municipality of the State constituting a tax district as defined in Section 1102 of the RPTL of the State.

Municipal Lien – a lien on Qualified Property which secures the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Qualified Property.

Non-Municipal Lien – a lien on Qualified Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Qualified Property Owner or Qualified Property.

Program – the Energize NY Open C-PACE Financing Program authorized hereby.

Qualified Project – the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or in part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

Qualified Property – Any real property other than a residential building containing less than three dwelling units, which is within the boundaries of the Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this local law and the Enabling Act and has become the site of a Qualified Project.

Qualified Property Owner – the owner of record of Qualified Property which has been determined by EIC to meet the requirements for participation in the Program as an owner, and any transferee owner of such Qualified Property.

RPTL – the Real Property Tax Law of the State, as amended from time to time.

Secured Amount – as of any date, the aggregate amount of principal loaned to the Qualified Property Owner for a Qualified Project, together with Eligible Costs and Financing Charges, as provided herein or in the Finance Agreement, as reduced pursuant to Section 8, paragraph C.

State – the State of New York.

§3. Establishment of an Energize NY Open C-PACE Financing Program

- A. An Energize NY Open C-PACE Financing Program is hereby established by the Municipality, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this local law, to finance the acquisition, construction, reconstruction, and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by

the Financing Party under the Finance Agreement. EIC, on behalf of the Municipality, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the "Benefit Assessment Lien") on the land records for the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality.

- B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§4. Procedures for eligibility

- A. Any property owner in the Municipality may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the Municipality's offices.
- B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the Municipality, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and § 0 of this local law. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC, acting on behalf of the Municipality, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Program in accordance with § 0 of this local law.

§5. Application criteria

Upon the submission of an application, EIC, acting on behalf of the Municipality, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

- A. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;
- B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;
- C. Sufficient funds are available from Financing Parties to provide financing to the property owner;
- D. The property owner is current in payments on any existing mortgage on the Qualified Property;

- E. The property owner is current in payments on any real property taxes on the Qualified Property; and
- F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the Municipality, or EIC acting on its behalf, or other Financing Parties may set from time to time.

§6. Energize NY Finance Agreement

- A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the Municipality, shall be a third-party beneficiary (the "Finance Agreement"). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a "Benefited Property").
- B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this local law have been met.
- C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.
- D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§7. Terms and conditions of repayment

The Finance Agreement shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the Municipality. The special benefit assessment shall constitute a "charge" within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by EIC, on behalf of the Municipality, and shall be paid to the Financing Party as provided in the Finance Agreement.
- B. The term of such repayment shall be determined at the time the Finance Agreement is

executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by EIC, acting on behalf of the Municipality.

- C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the Municipality, as provided in the Finance Agreement.

§8. Levy of Annual Installment Amount and Creation of Annual Installment Lien

- A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the Municipality. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the Municipality, in the land records for properties in the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the Municipality.
- B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the "Annual Installment Amount"). The Annual Installment Amount shall be levied by EIC, on behalf of the Municipality, on the Benefited Property in the same manner as levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. Payment to the Financing Party shall be considered payment for this purpose. Such payment shall partly or wholly discharge the Annual Installment Lien. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.
- C. The Benefit Assessment Lien shall be reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or by any other State or local law. No portion of a Secured Amount shall be recovered by the Municipality, EIC, or an assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
- D. Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be

extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC, on behalf of the Municipality, or the Financing Party, as may be provided in the Finance Agreement.

- E. EIC shall act as the Municipality's agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.
- F. EIC, on behalf of the Municipality, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the Municipality would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§9. Verification and report

EIC, on behalf of the Municipality, shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program in such form and manner as the Authority may establish.

§10. Separability.

If any clause, sentence, paragraph, section, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof involved in the controversy in which such judgment shall have been rendered.

Section 2. It is the intention of the City of Poughkeepsie Common Council and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Poughkeepsie; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the words "Local Law" shall be changed to "Chapter," "Section," or other appropriate word as required for codification; and that any

Official Minutes of the Common Council Meeting of February 22, 2022

such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 3. This local law shall take effect upon filing with the Secretary of State.

SECONDED BY COUNCILMEMBER_____.

L-22-01						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

ACTION AGENDA:

XI. MOTIONS AND RESOLUTIONS:

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

- 1. R-22-24, Resolution accepting a donation from the Dyson Foundation to the City of Poughkeepsie to be used to upgrade, improve and maintain the condition of various City of Poughkeepsie parks.**

**RESOLUTION
(R-22-24)**

INTRODUCED BY CHAIR SALEM:

Official Minutes of the Common Council Meeting of February 22, 2022

WHEREAS, the Dyson Foundation has agreed to donate \$319,000 to the City of Poughkeepsie to be used to upgrade, improve and maintain the condition of various City of Poughkeepsie parks; and

WHEREAS, pursuant to section 2.05(j) of the Administrative Code of the City of Poughkeepsie the Common Council is authorized to accept gifts on behalf of the City of Poughkeepsie; and

WHEREAS, the Common Council is desirous of accepting such donation to be used to upgrade the infrastructure of city parks as detailed in Exhibit "A" attached; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby accepts a donation from the Dyson Foundation in the amount of \$319,000 which funds shall be used as detailed in the attached Exhibit "A"; and

BE IT FURTHER RESOLVED, that the Mayor, City Administrator and Finance Commissioner shall be authorized to execute any agreements necessary to give full force and effect to this resolution.

SECONDED BY _____

A motion was made by Councilmember Menist and seconded by Councilmember Flowers to amend Schedule A to correct a typographical error from "Tyson" to "Dyson"

R-22-24						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Long	Voter	☒	☐	☐	☐
	Councilmember Thompson	Voter	☒	☐	☐	☐
	Councilmember Shook	Voter	☒	☐	☐	☐
	Councilmember Deichler	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Menist	Voter	☒	☐	☐	☐
	Councilmember Johnson	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Chair Salem	Voter	☒	☐	☐	☐

XII. ORDINANCES AND LOCAL LAWS:

XIII. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

A motion was made by Councilmember Cherry and seconded by Councilmember Long to defer the remaining petition to Corporation Counsel.

Official Minutes of the Common Council Meeting of February 22, 2022

1. **NANCY TOMASZEWSKI**, a notice of personal injury sustained on January 20, 2022.

XIV. ANNOUNCEMENTS:

XV. ADJOURNMENT:

A motion was made by Councilmember Cherry and seconded by Councilmember Long to adjourn the meeting at 7:44pm.

Dated: Monday March 7, 2022.

I hereby certify that this true and correct copy of the Minutes of the Common Council Organizational Meeting held on Tuesday, February 22, 2022.

Respectfully submitted,

Donna M. DeLuca
Deputy 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: 2/14/2022

NAME AND ADDRESS OF EACH CLAIMANT:

Yesenia Cheverez
86 South Grand Avenue
Poughkeepsie, New York 12603

TELEPHONE NUMBER: 845 559-3191 - after 4pm
845 831-6600x4334- (work) 8-4pm

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

SEE ATTACHED STATEMENT.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Driver's side view mirror.

Driver's door

Yesenia Cheverez
Signature of Claimant

Signature of Claimant

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

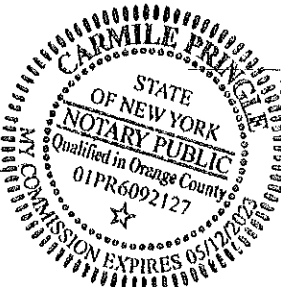
Yesenia Cheverez being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to the best of his/her knowledge, except as to the matters alleged upon information and belief and as to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

Yesenia Cheverez
Signature of Claimant

Signature of Claimant

Sworn and signed this
14th day of February, 2022

Notary Public



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

2022 FEB 18 PM 3:26
CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

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

On 1/17/2022 on Conklin Street City of Poughkeepsie at approx. 1:19pm, my 2017 White Honda Accord was parked in front of 17 Conklin Street.

A City of Poughkeepsie plow truck - Plate#AG9607 (Photo Attached) driven by Mr. Julius Meyerr was travelling North on Conklin Street salting the street.

I was standing on the top stairs of 12 Conklin St. and I observed this plow having difficulty passing the area where my car was parked. I proceeded to go and see what the issue was and observed -(Photo Attached) my driver's sideview mirror was off its post and hanging by wires.

This mirror was originally turned in towards the car to avoid a sideswipe from a passing vehicle.

Estimated repair from Northside Auto (**Estimate Attached**) \$1,334.85 which includes a 4 day car rental.

Yasmina Cherry 2/17/22

14 Sworn to before me this
day of FEB 2022
Notary Public



ACCIDENT INFORMATION EXCHANGE FORM

NY State Law requires that any accident resulting in a fatality, injury or damage to property of any person (including damage to your vehicle) or entity over \$1000 be reported by YOU to the Department of Motor Vehicles (DMV) within 10 days after an accident. Failure to report an accident or failure to give correct information is a misdemeanor and may result in the suspension/revocation of your driver's license (or operating privilege in NYS) and all vehicle certifications or registrations.

Report your Accident to DMV on DMV form MV-104 (Report of Motor Vehicle Accident). Police Accident Reports (DMV form MV-104A) DO NOT satisfy YOUR civilian reporting requirement.

Accident Report #	Local Codes	Date	Time	# of Veh.	Town, City, Road Name
Q3P204F1DL5S	22-1201	01/17/2022	1:19 PM	2	POUGHKEEPSIE, CITY OF - 1402 CONKLIN STREET
Police Agency			Officer's Name/Badge ID#		
POUGHKEEPSIE CITY PD - 01302			O'KEEFE SEAN M 6862		

VEHICLE # 001

Operator's Name		Date of Birth	Address	
MEYERR JULIUS V		09/19/1962	26 HOWARD ST	
City/State/Zip		Motorist I.D.#	Vehicle Year and Make	License Plate # and State
POUGHKEEPSIE NY 12601		278404756	2013 FRHT	AG9607 NY
Vehicle Type	Insurance Code and Company		Vehicle Owner	
DUMP	997 - SELF-INSURER		CITY OF POUGHKEEPSIE	
Vehicle Towed By			Vehicle Towed To	

Miscellaneous Notes

VEHICLE # 002

Operator's Name		Date of Birth	Address	
CHEVEREZ YESENIA		04/17/1975	86 S GRAND AVE	
City/State/Zip		Motorist I.D.#	Vehicle Year and Make	License Plate # and State
POUGHKEEPSIE NY 12601		381222424	2017 HOND	JESAYIN NY
Vehicle Type	Insurance Code and Company		Vehicle Owner	
4DSD	219 - METRO GROUP P&C INS		CHEVEREZ YESENIA	
Vehicle Towed By			Vehicle Towed To	

Miscellaneous Notes

Please wait 14 days before contacting DMV to request a copy of your accident report.

If you want to purchase a copy of the police accident report, form MV-104A,
complete DMV's "REQUEST FOR COPY OF ACCIDENT REPORT" form MV-198C and send it to DMV.

The form and instructions are available at www.dmv.ny.gov or at your local DMV office.

THE FORM MV-104A MAY ALSO BE PURCHASED BY CONTACTING THE INVESTIGATING POLICE AGENCY.

POUGHKEEPSIE CITY POLICE DEPT., 62 CIVIC CENTER PLAZA, POUGHKEEPSIE, NY 12602

To obtain a blank civilian Accident Report (Form MV-104),

visit the DMV office nearest you

or

access forms online at www.dmv.ny.gov

Q3P204F1DL5S

☐ AMENDED REPORT

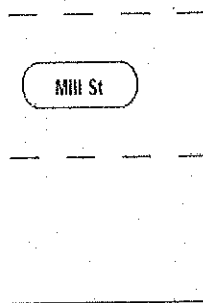
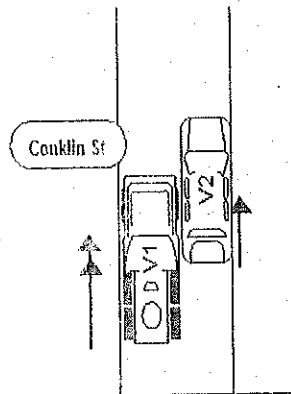
Q3P204FIDL5S		☐ AMENDED REPORT																			
Accident Date Month Day Year 01 17 2022		Day of Week MONDAY		Military Time 13:19		No. of Vehicles 2		No. Injured 0		No. Killed 0		Not Investigated at Scene ☐		Left Scene ☐		Police Photos ☐ Yes ☒ No					
VEHICLE 1		State of Lic. NY		VEHICLE 2 - Driver License ID Number 381222424		Driver Name - exactly as printed on license CHEVEREZ, YESENIA		Address (Include Number and Street) 86 S GRAND AVE		City or Town POUGHKEEPSIE		State NY		Zip Code 12601		Apt. No.					
VEHICLE 1 - Driver License ID Number 278404756		Driver Name - exactly as printed on license MEYERR, JULIUS V		Address (Include Number and Street) 26 HOWARD ST		City or Town POUGHKEEPSIE		State NY		Zip Code 12601		Date of Birth Month Day Year 09 19 1962		Sex M		Unlicensed ☐		No. of Occupants 01		Public Property Damaged ☐	
Name - exactly as printed on registration city of poughkeepsie,		Sex C		Date of Birth Month Day Year - - -		Name - exactly as printed on registration cheverez, yesenia		Sex F		Unlicensed ☐		Date of Birth Month Day Year 04 17 1975		No. of Occupants 00		Public Property Damaged ☐					
Address (Include Number and Street) 26 HOWARD ST		City or Town POUGHKEEPSIE		State NY		Zip Code 12601		Plate Number JESAYIN		State of Reg. NY		Vehicle Year & Make 2017 HOND		Vehicle Type 4DSD		Ins. Code 219					
Ticked Arrest Number(s)		Violation Section(s)		Ticket/Arrest Number(s)		Violation Section(s)															
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.		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.		Circle the diagram below that describes the accident, or draw your own diagram in space #9. Number the vehicles.																	
VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more damage codes		VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more damage codes		ACIDENT DIAGRAM See the last page of the MV-104A for the accident diagram.																	
VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT 14. UNDERCARRIAGE 15. TRAILER 16. OVERTURNED 17. DEMOLISHED 18. NO DAMAGE 19. OTHER		Diagram showing vehicle positions and impact points.		Cost of repairs to any one vehicle will be more than \$1000. ☐ Unknown/Unable to determine ☐ Yes ☒ No																	
Reference Marker		Coordinates (if available) Latitude/Northing: Longitude/Easting:		Place Where Accident Occurred: County DUTCHESS Road on which accident occurred CONKLIN STREET at 1) intersecting street of mill st or 2) _____ miles ☒ N ☐ S ☐ E ☐ W																	
Officer's Rank and Signature PATROLMAN SEAN M O'KEEFE		Badge/ID No. 6862		NCIC No. 01302		Precinct/Post Troop/Zone		Station/Beat Sector		Reviewing Officer ACKEN, EDWIN		Date/Time Reviewed 01/19/2022 14:12									
ALL INVOLVED		Names of all Involved		Date of Death Only																	
8		9		10		11		12		13		14		15		16		17 BY		TO 18	
1.0 L.C.		L.C.		4		L.C.		59		M		-		-		-		-		MEYERR, JULIUS V	
2.0 L.C.		-		-		-		46		F		-		-		-		-		CHEVEREZ, YESENIA	

Local Codes
22-1201

Q3P204F1DL5S

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
MV-104A (3/04)☐ **AMENDED REPORT**

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						☐	☐	☐ Yes ☒ No
01	17	2022	MONDAY	13:19	2	0	0	Accident Reconstructed ☐		



NOT TO SCALE V1 IS A REPRESENTATION OF
A PLOW TRUCK

NORTHSIDE AUTO BODY

"Where Perfection Is No Accident"
119 PARKER AVE, POUGHKEEPSIE, NY 12601
Phone: (845) 452-5358
FAX: (845) 452-4354

Workfile ID: 44a62d66
PartsShare: 6C3FTY
Federal ID: 38-4020063
State ID: R7122103
Resale Number: 141477475

Preliminary Estimate

Customer: Cheverez, Yesenia

Written By: Dennis Donnelly

Insured: Cheverez, Yesenia
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Cheverez, Yesenia
(845) 559-3191 Cell

Inspection Location:
NORTHSIDE AUTO BODY
119 PARKER AVE
POUGHKEEPSIE, NY 12601
Repair Facility
(845) 452-5358 Day

Insurance Company:

VEHICLE

2017 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI

VIN: 1HGCR3F82HA020470
License:
State: NY

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission

POWER

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

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Remote Starter
Backup Camera
Home Link

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

ROOF

Electric Glass Sunroof

SEATS

Bucket Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Traction Control
Stability Control
Signal Integrated Mirrors
Power Trunk/Liftgate

Get live updates at www.carwise.com/e/4aTZeF

Preliminary Estimate

Customer: Cheverez, Yesenia

2017 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper cover				1.2	
3		FRONT LAMPS					
4	R&I	LT R&I headlamp assy				0.3	
5		FENDER					
6	Blnd	LT Fender					1.1
7	R&I	LT Fender liner w/o Hybrid				0.4	
8		FRONT DOOR					
9	Repl	LT Mirror assy white pearl w/o Hybrid	76250T2GA81ZG	1	350.44	0.4	1.1
10		Add for Clear Coat					0.2
11	*	Rpr LT Door shell (HSS)				1.0	2.0
12		Add for Clear Coat					0.8
13	R&I	LT Belt molding w/o Hybrid				0.3	
14	R&I	LT Handle, outside w/o smart entry				0.4	
15	R&I	LT R&I trim panel				0.4	
16	#	Subl RENTAL 4 DAYS		1	120.00		
17	#	CAR COVER		1	15.00 T		
18	#	HAZARDOUS WASTE REMOVAL		1	3.00 T		
19	#	FLX-ADDITIVE		1	12.50 T		
SUBTOTALS					500.94	4.4	5.2

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			470.44
Body Labor	4.4 hrs @	\$ 58.00 /hr	255.20
Paint Labor	5.2 hrs @	\$ 58.00 /hr	301.60
Paint Supplies	5.2 hrs @	\$ 34.00 /hr	176.80
Miscellaneous			30.00
Subtotal			1,234.54
Sales Tax	\$ 1,234.54 @	8.1250 %	100.31
Grand Total			1,334.85
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,334.85

NORTHSIDE AUTO REPAIR WARRANTS WORKMANSHIP, INCLUDING REFINISHING FOR AS LONG AS THE CUSTOMER HAS THE CAR.

Preliminary Estimate

Customer: Cheverez, Yesenia

2017 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI

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.

Preliminary Estimate

Customer: Cheverez, Yesenia

2017 HOND Accord Sedan EX-L Automatic 4D SED 6-3.5L Gasoline Sequential MPI

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 01/17/2022, 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 2022 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.

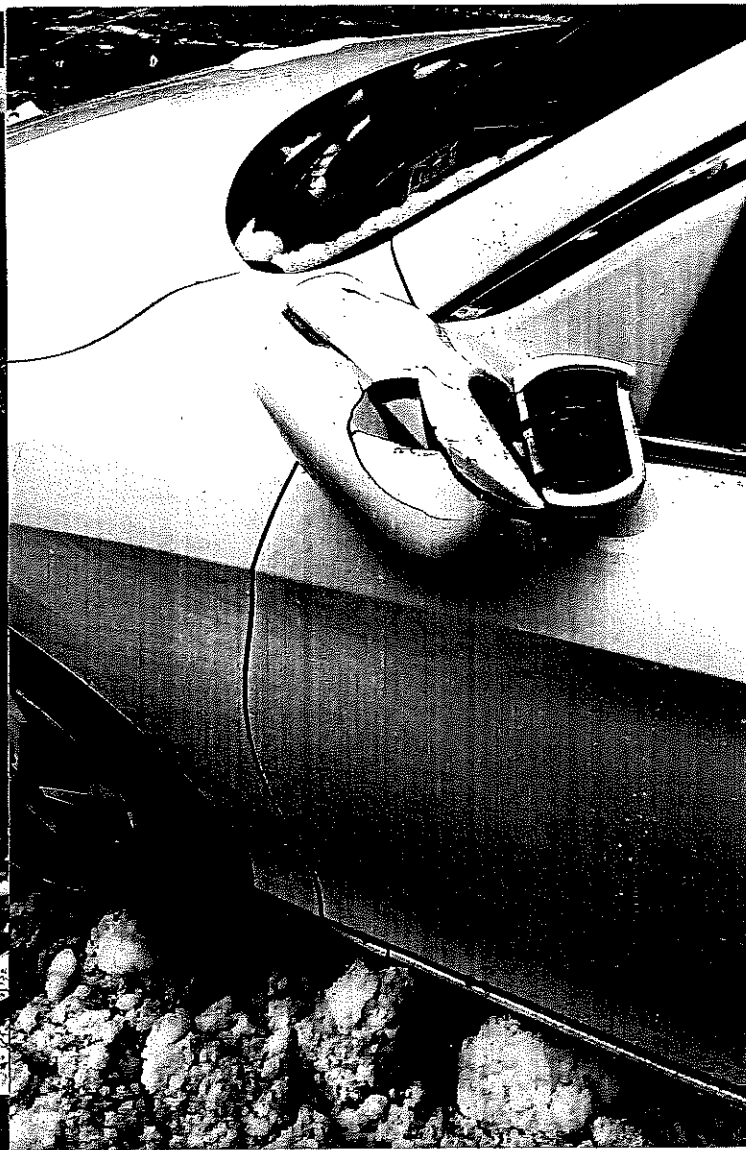
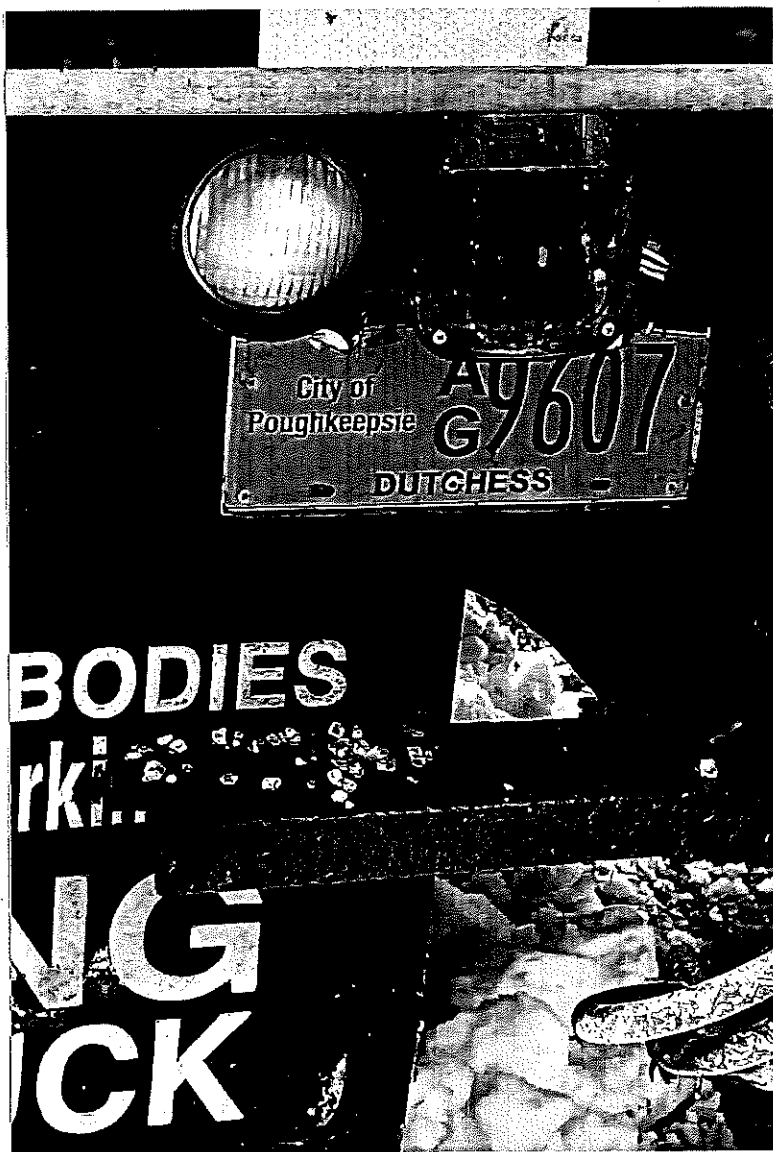
OTHER SYMBOLS AND ABBREVIATIONS:

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 Intelligent 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.



PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2022 FEB 23 AM 10:27

TODAY'S DATE: 2/22/2022

NAME AND ADDRESS OF EACH CLAIMANT:

Camille George
11 West dogwood drive, Poughkeepsie Ny, 12601

TELEPHONE NUMBER: 845-309-1030

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

1 Civic Center, Poughkeepsie Ny, 12601
On 1/19/22 at 5:10pm. I walked to my
car and a piece of concrete was sit on ~~my~~ the hood of my
car
ITEMS DAMAGED OR INJURIES SUSTAINED:

C300 Mercedes Benz

Camille George
Signature of Claimant

Signature of Claimant

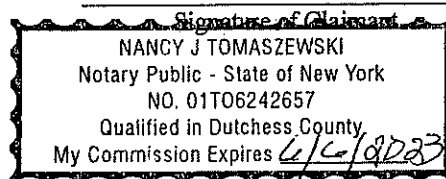
STATE OF NEW YORK, COUNTY OF Dutchess s.s.:

Camille George 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.

Camille George
Signature of Claimant

Sworn to before me this
22 day of February, 2022

Man J. Brown D.
Notary Public



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



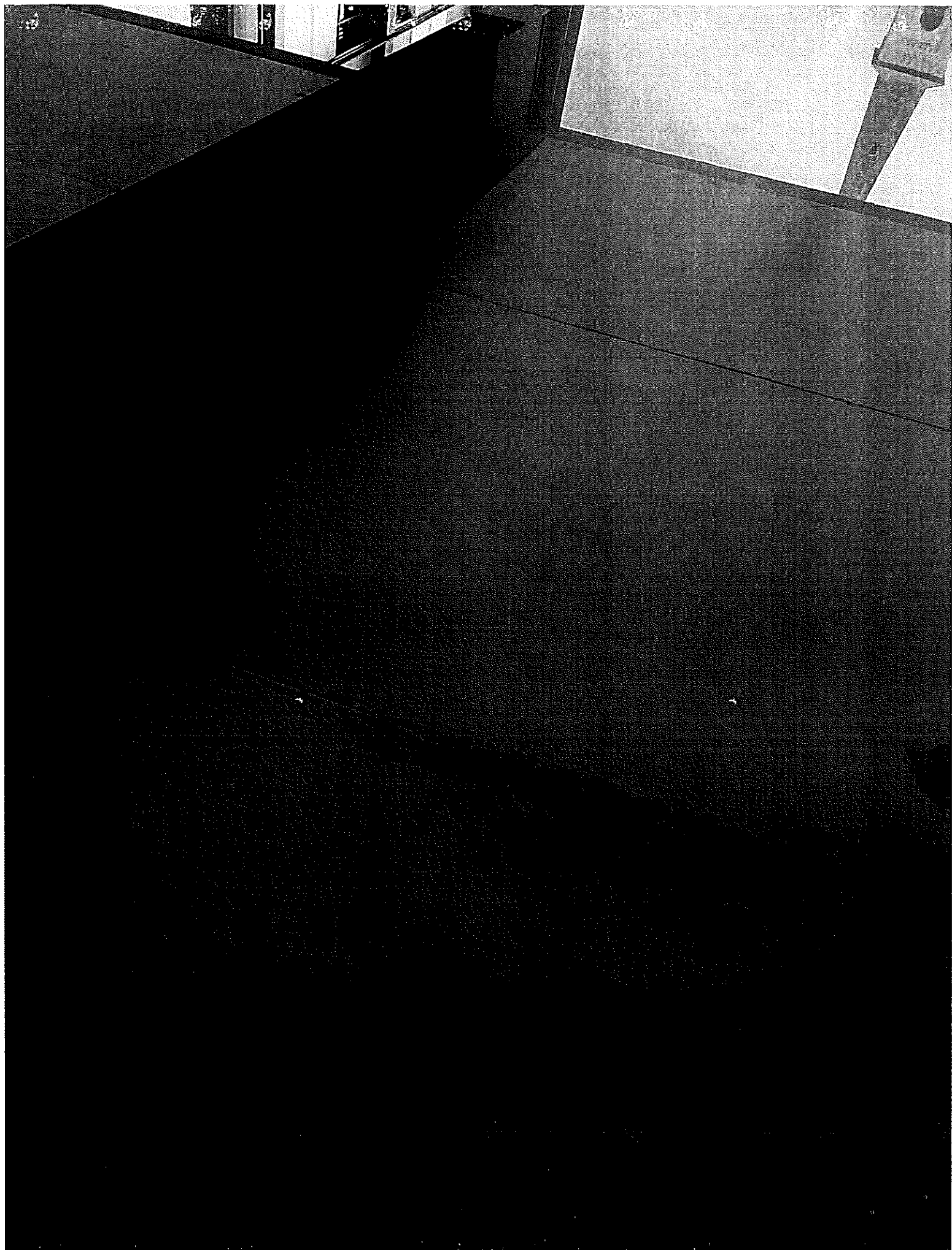
8 22

2022











STATE OF NEW YORK: COUNTY OF DUTCHESS
CITY OF POUGHKEEPSIE

2022 MAR -1 AM 8:52
CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN

-----X
In the Matter of the Estate of Dondre A. Meade by
and through Judith Meade, Administratrix of his Estate
and on her own behalf,

SUPPLEMENTAL
NOTICE OF CLAIM

Claimants,

vs.

CITY OF POUGHKEEPSIE,

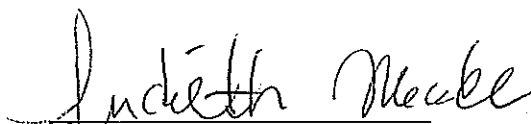
Respondent.
-----X

PLEASE TAKE NOTICE that Judith Meade, the Administratrix of the
Estate of Dondre A. Meade, hereby attests to the following as and for her
Supplemental Notice of Claim against the City of Poughkeepsie:

1. I, Judith Meade, am the Administratrix of the Estate of Dondre A. Meade, my
late son. I was appointed administratrix on January 19, 2022.
2. On or about February 2, 2022, the City of Poughkeepsie, through counsel,
demanded a supplement to my theretofore filed Notice of Claim demanding the
total damages to which I believe the estate is entitled.
3. Upon the advice of counsel, I advise that the estimated value of the wrongful
death claim asserted in the Notice of Claim is \$3,500,000 which includes the
decedent's future earnings, compensation for the conscious fear and apprehension

the decedent suffered by and through conducts of defendant's agents and recompense for all related and potential claims of the Estate.

Dated: February 4, 2022


JUDITH MEADE

CITY OF POUGHKEEPSIE
CITY CLERK
2022 MAR - 1 AM 8:52

Signed and sworn to before me this 8th day of February 2022.


NOTARY PUBLIC

My commission expires:

MICHAEL HOWARD SUSSMAN
Notary Public, State of New York
No. 02SU6332584
Qualified in Orange County 23
Commission Expires Nov. 09, 20____

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: 2/11/22

NAME AND ADDRESS OF EACH CLAIMANT:

Joseph Cowans
8 Fenway Drive 12601
Poughkeepsie NY
TELEPHONE NUMBER: 845 380 8198

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

Fell in Pot hole on Church Street between
Hamilton and Clinton Street in Right
Lane on Feb 2nd at 3:15 pm.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Both Axles and wheel bearings (both)

Joseph Cowans
Signature of Claimant

Signature of Claimant

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

Joseph Cowans 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.

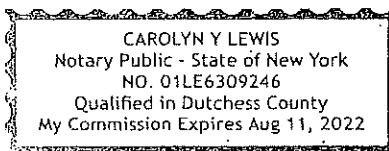
Joseph Cowans
Signature of Claimant

Signature of Claimant

Sworn to before me this

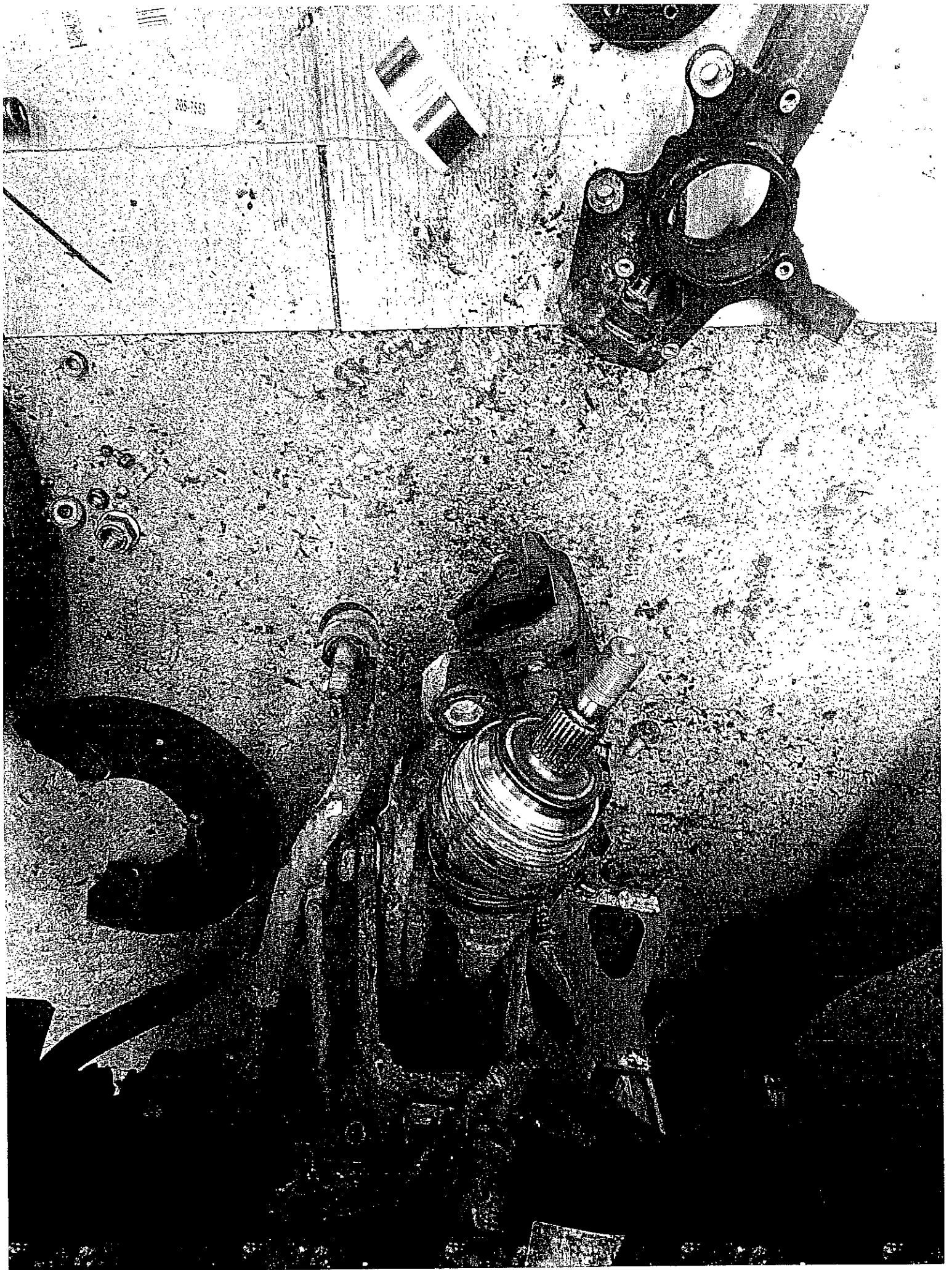
10th day of February, 2022

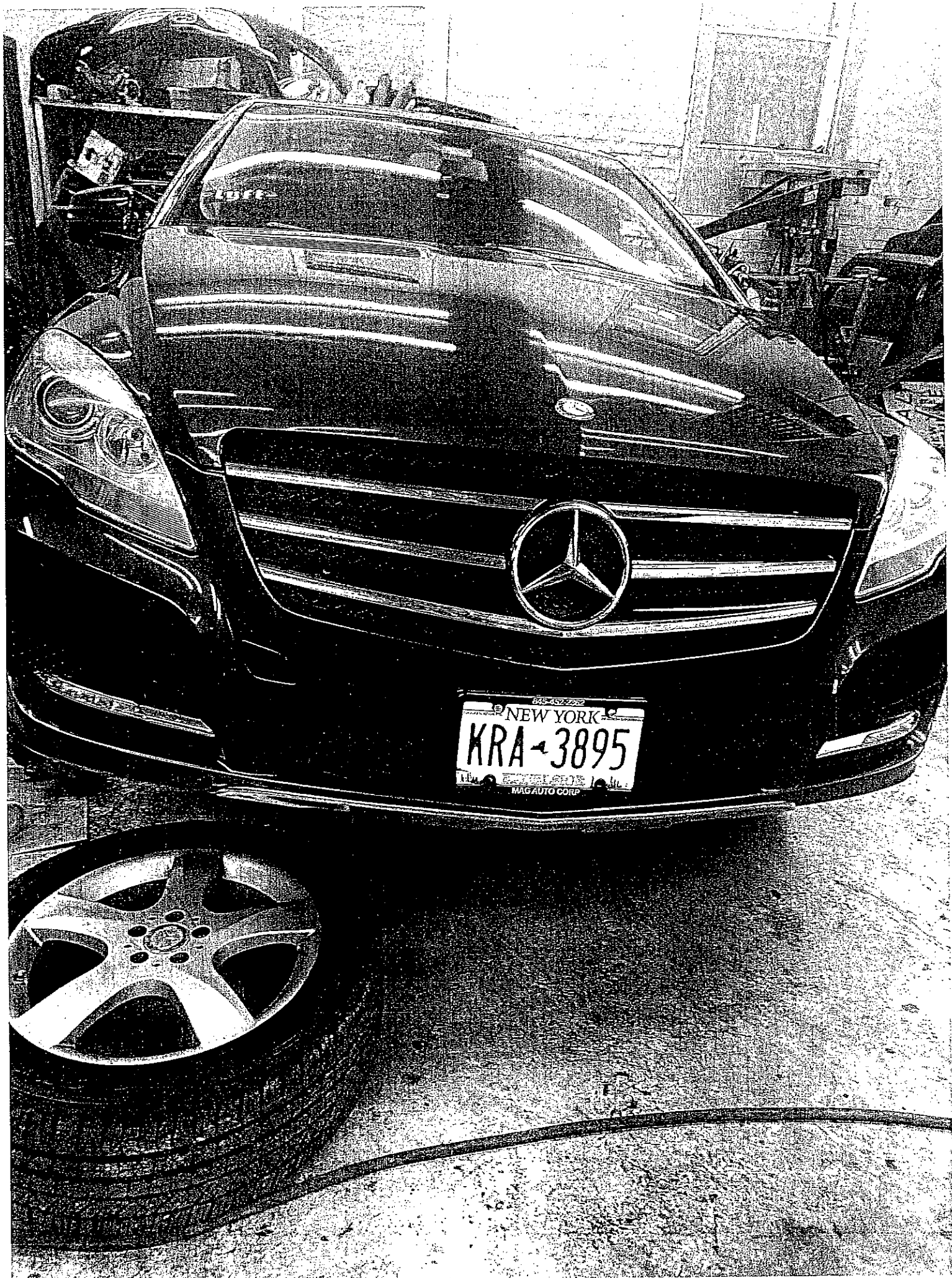
Carolyn Y Lewis
Notary Public



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.

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2022 FEB 23 PM 12:14



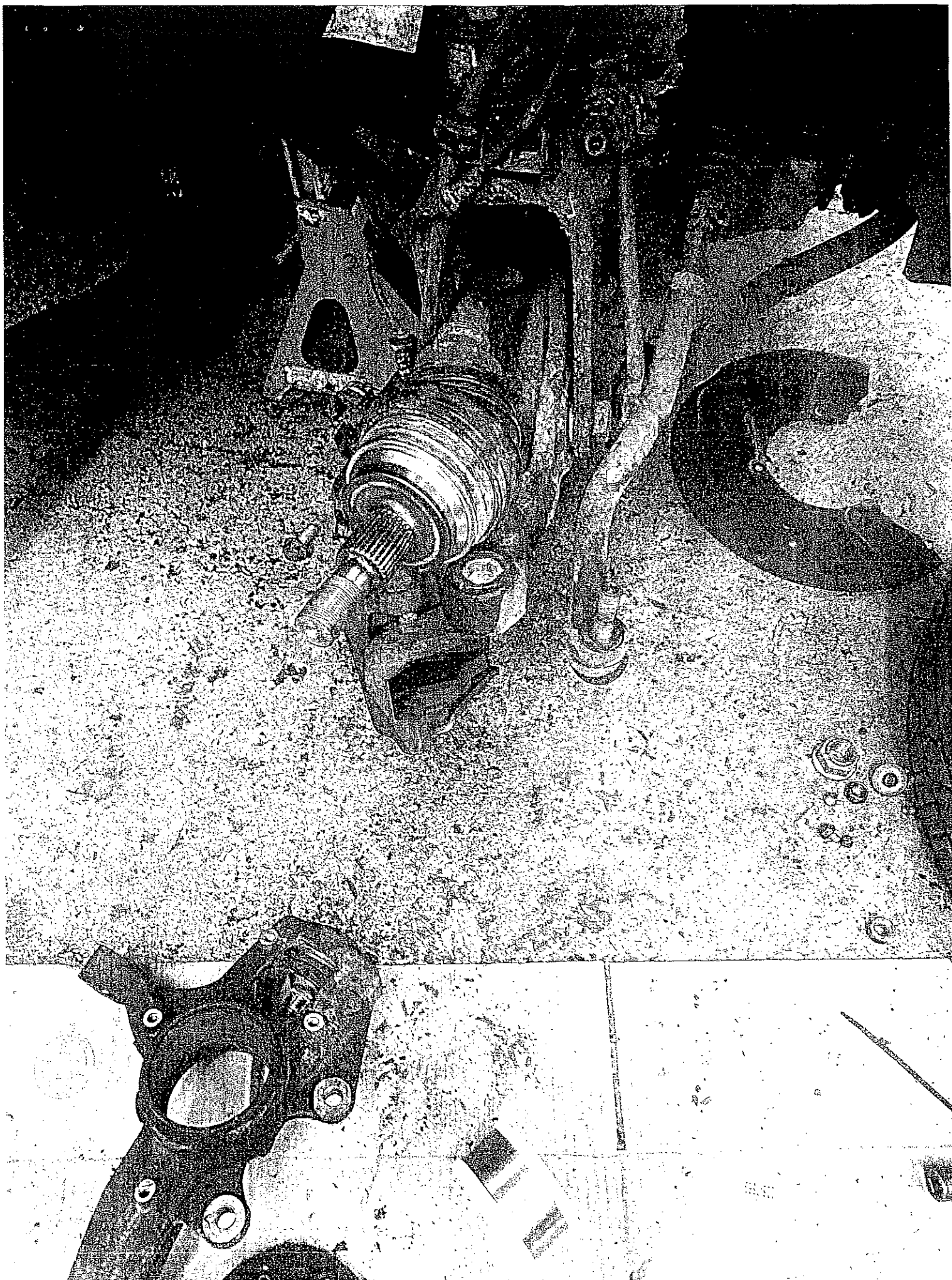












AutoZone 3239

721 MAIN ST
POWELLKEEPSIE, NY
(845) 485-4125

Rewards Account 916150XXXX

HUB PART 1 @ 1/12

000490042 511041

511041 National

Ball Bearing, EA

Courtesy DISCOUNT: 10.00	129.99
DISCOUNT AMOUNT	-13.00
DISCOUNTED SUBTOTAL	116.99
TOTAL TAX @ 8.125	9.51
SALE TOTAL	126.50
CASH	130.00
CHANGE	3.50

REG #02 CSR #59 RECEIPT #216067

STR. TRANS #557899

STORE #3239

DATE 02/11/2022 09:54

OF ITEMS SOLD 1



* 3 2 3 9 5 5 7 8 9 9 0 2 1 1 2 2 *

Member: JOSEPH COWANS

As of 02/04/2022 at 12:32:22 PM CST

Your Credits Balance 3 of 5

Don't worry about losing your receipt!
Access your purchase history and view
program terms and conditions at
www.autozone.com/rewards

AutoZone Rewards Support: 1-800-741-9179

PERSONAL WARRANTY INFORMATION

COWANS JOSEPH

12601

(845)380-8198

2012 Mercedes Benz Truck R350 4MATIC AND

Item: 000490042 511041 BALL BEARING

3 YEAR/36 MONTH WARRANTY

Limited Warranty

If a part fails during the warranty
period shown on this receipt, bring the
part to any AutoZone store and you will
receive a replacement or refund.
Warranty excludes damage caused by
misuse, abuse, other faulty parts,
improper installation or off-road,
commercial or marine use. Warranties on
replacement parts cover the unused
portion of the original warranty or
90 days, whichever is longer.
Warranties expire when you sell your
vehicle.

THIS LIMITED WARRANTY REPRESENTS THE
TOTAL LIABILITY OF AUTOZONE, FOR ANY
PART OR PRODUCT. AUTOZONE MAKES NO
OTHER WARRANTIES, EXPRESS OR IMPLIED,
INCLUDING THE IMPLIED WARRANTIES OF
MERCHANTABILITY OR FITNESS FOR A
PARTICULAR PURPOSE.

AUTOZONE SHALL NOT BE LIABLE FOR
ANY INDIRECT, SPECIAL, INCIDENTAL, OR
CONSEQUENTIAL DAMAGES.

Some states do not allow limitations on
how long an implied warranty lasts, or
exclusion or limitation on incidental or
consequential damages, so the above
limitations may not apply to you. This
warranty gives you specific legal
rights, and you may also have other
rights which vary from state to state.

How Did We Do?

Tell us by going to

www.autozonecares.com

Ref. No.

3239-557899-220211-1

Que tal le hicimos?

Dinos en www.autozonecares.com

Ref. No.

3239-557899-220211-1

Looking for a rewarding career?

Apply now by scanning the QR code below.

Advance Auto Parts

ADVANCE YOUR AUTO

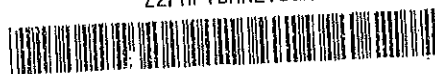
Store # 06252
800 Main St.
Poughkeepsie NY 12603 (845) 473-2281
02/08/22 15:42 REG 03 TRN# 8475 Mike D.

ITEM	QTY	PRICE	TOTAL
Axle Assembly 1 EA WRLP 12593889			
K40003009304A	1	\$260.75	\$260.75 11
2 YR REPLACEMENT IF DEFECTIVE			
2012 Mercedes-Benz R350			

Sub Total	\$260.75
T1 Tax @ 8.1250%	\$21.19
Total	\$281.94
Deposit Applied	281.94

CUSTOMER: Cowan, Joseph

Z2PMF1DMNZ1JGM



ENTER TO WIN FREE GAS FOR A YEAR!

Complete a brief survey about your visit:

advanceautoparts.com/survey

Enter code: 625203 08475 2039

CONTEST ENDS APRIL 23, 2022

Buy Online, Pick Up Today

SEÑOR PODEROSO AUTO SE
380 MILL ST
POUGHKEEPSIE, NY 12601

02/05/2022

14:34:10

CREDIT CARD

VISA SALE

Card #: XXXXXXXXXXXX6407
Network: VISA
SEQ #: 1
Batch #: 106
INVOICE: 1
Approval Code: 043410
Entry Method: Manual
Mode: Online
Ays Code: NYZ

SALE AMOUNT

\$55.66

CUSTOMER COPY

Advance
Auto Parts
ADVANCE YOUR AUTO

Store # 06252

800 Main St.

Poughkeepsie NY 12603 (845) 473-2281

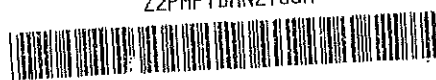
02/08/22 15:42 REG 03 TRN# 8475 Mike D.

ITEM	QTY	PRICE	TOTAL
====	===	=====	=====
Axle Assembly 1 EA WRLP 12593889			
K40003009304A	1	\$260.75	\$260.75 11
2 YR REPLACEMENT IF DEFECTIVE			
2012 Mercedes-Benz R350			

Sub Total	\$260.75
T1 Tax @ 8.1250%	\$21.19
Total	\$281.94
Deposit Applied	281.94

CUSTOMER: Cowan, Joseph

Z2PMF1DMNZ1JGM



ENTER TO WIN FREE GAS FOR A YEAR!

Complete a brief survey about your visit to

advanceautoparts.com/survey

Enter code: 625203 08475 2039

CONTEST ENDS APRIL 23, 2022

Buy Online, Pick Up Today
[www.AdvanceAutoParts](http://www.AdvanceAutoParts.com)



Store # 06252
800 Main St.
Poughkeepsie NY 12603 (845) 473-221
02/08/22 8:53 REG 03 TRN# 8435 Mike

CUSTOMER QUOTE
Not a valid receipt
Prices and tax are subject to change

ITEM	QTY	PRICE	TOT
Axle Assembly 1 EA WRLP 12593889			
K40003009304A 1		\$260.75	\$260.7
2 YR REPLACEMENT IF DEFECTIVE			
2012 Mercedes-Benz R350			

STANDARD			
1	\$8.55		\$8
Sub Total			\$269
T1 Tax @	8.1250%		\$21
Total			\$291.19

CUSTOMER: ADVANCE AUTO, CUSTOMER



Store # 06252
800 Main St.
Poughkeepsie NY 12603 (845) 473-221
02/08/22 9:31 REG 03 TRN# 8437 Mike

ITEM	QTY	PRICE	TOTAL
Deposit Made			\$281.95

Account#6252-003-027411-22
Scan to perform SOLD pickup



S03-027411-22

Sub Total	\$281.95
Total	\$281.95
Cash	\$282.00
CHANGE	0.05

CUSTOMER: Cowan, Joseph

Z2PMF1DMMN1JGM



Deposit Items			
ITEM	QTY	PRICE	TOT
Axle Assembly 1 EA WRLP 12593889			
K40003009304A 1		\$260.75	\$260

Location: S04056
Est. Arrival: / / 12: AM
Control #: Qty: 1
2012 Mercedes-Benz R350

Amount + Tax	\$281.
Total Paid	\$281.
Balance	\$0.

ENTER TO WIN FREE GAS FOR A YEAR!

Complete a brief survey about your visit:
advanceautoparts.com/survey
Enter code: 625203 08437 2039
CONTEST ENDS APRIL 23, 2022

S.P Auto Service

380 Little Smith Street
Poughkeepsie, NY 12601
Tel: (845) 337-3012

Invoice #: 14

Name: Joy Cobourne		Date: 2/11/22	
Phone: 845-505-9620		Vin: 4JGB5HE1CA154652	
		Miles: 2012 Mercedes benz R350	
Product/Description	Qty	Price	Total
Change Front Axle both change front wheel bearing both Part And labor	1	\$1,500.00	\$1,500.00
			1500
Sub Total			
Discount			
Tax			\$121.87
Total			\$1,621.87

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2022 FEB 28 PM 1:59

TODAY'S DATE: _____

NAME AND ADDRESS OF EACH CLAIMANT:

Athena Malcolm
425 Main Street
Poughkeepsie, NY 12601

TELEPHONE NUMBER: _____

NAME AND ADDRESS OF ATTORNEY (IF ANY):

Howard Schatz of Silbowitz, Garafola, Silbowitz & Schatz LLP
55 Water Mill Lane, Suite 400
Great Neck, NY 11021
(212)354-6800

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

At approximately 4:20PM on February 7, 2022 while claimant Athena Malcolm was a lawful pedestrian on the public sidewalk in front of 370 Main Street, in the Town of Poughkeepsie claimant was caused to slip and fall and be violently precipitated to the ground as a result of a dangerous and defective condition consisting of an accumulation of snow and/or ice on the public sidewalk. See attached page ITEMS DAMAGED OR INJURIES SUSTAINED:

see attached

DocuSigned by:

ATHENA MALCOLM

5844D31B3B214F5...

Signature of Claimant

Signature of Claimant

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

Athena Malcolm 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.

ATHENA MALCOLM

5844D31B3B214F5...

Signature of Claimant

Signature of Claimant

Sworn to before me this 22 day of February, 2022

[Signature]
Notary Public

Rachel Love
Notary Public State of New York
No.01LO6044910
Qualified in Queens County
Commission Expires July 17 2024

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
2022 FEB 28 PM 2:00

-----X
In the Matter of the Claim of

ATHENA MALCOLM

-against-

THE CITY OF POUGHKEEPSIE
-----X

To: THE CITY OF POUGHKEEPSIE

1. The name and address of the claimant and claimant's attorneys:

Claimant

Athena Malcolm
425 Main Street, Apt. 322
Poughkeepsie, NY 12601

Attorneys

Silbowitz, Garafola, Silbowitz & Schatz LLP
55 Water Mill Lane, Suite 400
Great Neck, NY 11021
(212) 354-6800

2. The nature of the claim:

To recover money damages for personal injuries, pain and suffering, medical expenses and related damages incurred by and on behalf of claimant ATHENA MALCOLM by reason of the negligence, recklessness and carelessness of THE CITY OF POUGHKEEPSIE, its agents, servants, employees and/or licensees.

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

At approximately 4:20PM on February 7, 2022, while claimant ATHENA MALCOLM was a lawful pedestrian on the public sidewalk in front of 370 Main Street, in the Town of Poughkeepsie, County of Dutchess, State of New York, claimant was caused to slip and fall and be violently precipitated to the ground as a result of a dangerous and defective condition consisting of an accumulation of snow and/or ice on the public sidewalk. THE CITY OF POGHKEEPSIE, failed to, within a reasonable period of time after a snowfall, remove and/or provide for the removal of snow and ice and/or negligently removed same so as to cause a formation of snow and/or ice at the location described above and in failing to maintain and/or repair and/or improperly repairing a dangerous and defective condition. (Attached hereto are photographs of the accident location).

4. Claimant ATHENA MALCOLM sustained multiple bodily injuries including, but not limited to, a fractured left leg which requires surgery and which have caused claimant to incur and continue to incur expenses for medical attention and treatment and caused claimant to be absent from employment with a resultant loss therefrom. Claimant Athena Malcolm has suffered damages in a sum exceeding the jurisdictional limitations of all lower courts which would otherwise have jurisdiction.

The undersigned claimant therefore presents this claim for adjustment and payment. You are hereby notified that unless said claim is adjusted and paid within the time provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

Dated: Great Neck, NY
February 22, 2022

DocuSigned by:

ATHENA MALCOLM

S844D31B3B214F5...

ATHENA MALCOLM

VERIFICATION

STATE OF NEW YORK : COUNTY OF POUGHKEEPSIE: ss.:

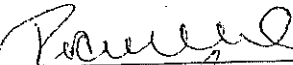
ATHENA MALCOLM, being duly sworn, deposes and says that deponent is the above named claimant; deponent has read the foregoing NOTICE OF CLAIM and knows its contents; the same is true to deponent's knowledge, except as to those matters stated to be alleged upon information and belief, and as to those matters deponent believes them to be true.

ATHENA MALCOLM

S844D31B3B214F5...

ATHENA MALCOLM

Sworn to before me this
22 day of February, 2022.



Notary Public

Silbowitz, Garafola, Silbowitz & Schatz LLP
Attorneys for Claimant
ATHENA MALCOLM
55 Water Mill Lane, Suite 400
Great Neck, NY 11021
(212) 354-6800

Rachel Love
Notary Public State of New York
No.01LO6044910
Qualified in Queens County
Commission Expires July 17 2022



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: 02/28/2022

NAME AND ADDRESS OF EACH CLAIMANT:

James Houston
11 Cramer Rd.
Poughkeepsie, NY 12603

TELEPHONE NUMBER: (845) 594-3402

NAME AND ADDRESS OF ATTORNEY (IF ANY):

n/a

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2022 MAR - 8 PM 12: 08

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

Traveling north on N. Hamilton St. in the city of Poughkeepsie north of the arterial on February 7th, 2022 @ approx. 6:15 PM. My vehicle struck a pothole which bent the rim on front passenger side. Rim was considered a total loss by TRC Auto, the tire was salvaged, Tire balance and wheel alignment was performed.

ITEMS DAMAGED OR INJURIES SUSTAINED: (1) 17x7 American Racing Rim [invoice attached] CLAIM AMOUNT \$334.26

[Signature]
Signature of Claimant

Signature of Claimant

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

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

[Signature]
Signature of Claimant

Signature of Claimant

Sworn to before me this
28th day of February, 2022
[Signature]
Notary Public

Lee A. Freno
Notary Public, State of New York
No. 01FR6327313
Qualified in Dutchess County
Commission Expires 7/6/2023

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



7101 Vorden Parkway
South Bend, IN 46628-8422
Phone: (574) 287-2345
800: (800) 428-8355
Customer Service: Ext. 4360
Fax: (574) 236-7707

INVOICE

INVOICE NUMBER	INVOICE DATE	PAGE
GZ18797	2/08/22	1
PURCHASE ORDER NUMBER		
M1370639999		

2/08/22
14:06:43

BILL TO:

9055363-000
Houston, James
11 Cramer Road
Poughkeepsie NY 12603

SHIP TO:

9055363-000
Houston, James
C/O Trc Auto
197 New York 299
Highland NY 12528

SHIP-TO PHONE: 845-750-1775

SHIP METHOD: UPS Ground
UPSALBNY

Plan 000221064 Team AWHEEL Wave 006 Prcl 397571094

ORDER DATE	SALES REP. NAME/PHONE EXT	TERMS	MAKE, MODEL AND YEAR		WHSE	
2/08/22	ECOMMERCE ORDERS PayPal		DODG, DART,14		CT	
PART NUMBER	QUANTITY ORDERED	QUANTITY SHIPPED	GROUP	DESCRIPTION	UNIT PRICE	EXTENSION
AR92877042340GB AR92877042340	1	1	90	17X7 5-110 ET40 AR AR928+ AR92877042340 GLS BLACK 72.6	205.00	205.00
C72-6507 C72-6507	1	1	90	TL 72.62-65.07 CENTER RING 72-6507	N/C	
B12125 VST20B30	5	5	90	BC12X1.25 UL30 TL56 TUNER BOLT VST20B30	N/C	
CSTL17 73181699	1	1	90	17MM HEAD STAR ADAPTER LONG 10PT	N/C	
				Subtotal		205.00
				Sales Tax-New york		16.40
					-221.40	
				Total Payment		-221.40
				Total Amount Due		\$.00 USD
Weight 26				Payable in U.S. Funds		

ALL PAST DUE ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

THE RIGHT CHOICE AUTO REPAIR L
197 ROUTE 299
HIGHLAND, NY 12528
Phone: 845-750-1775

The Right Choice Auto Repair, LLC
197 Route 299
Highland, N.Y. 12528
Phone: 845-750-1775 Fax: 845-261-2074
"Fix it here or we'll both break down"

INVOICE

8326

Org. Est. # 009209
Facility ID 7122380

Sale

Printed Date: 02/11/2022

Work Completed: 02/11/2022

XXXXXXXXXX9125
DISCOVER

Entry Method: Chip

Total: \$ 112.86

2014 Dodge - Dart SXT - 2.4L, In-Line4 (144CI) VIN(B)

Lic #: HSE7351

Odometer In : 123574

Odometer Out : 123575

VIN #: 1C3CDFBB5 ED746600

02/11/22

16:39:36

Inv #: 000010

Appr Code: 01187R

Apprvd: Online

Batch#: 042001

Retrieval Ref #: 00100005

Discover Credit
AFU: A0000001523010
TSI: E000
IVR: 0000000000

Customer Copy

THANK YOU!

ENCRYPTED TRANSACTION

a's Cell

Qty	Sale	Ext	Labor Description	Ext
			Hit pot hole rim bent tire hole	
			Alignment	89.00
			Perform 4 wheel alignment and set up all allowable adjustments into proper range to help maximize tire life and safety. *	
			* 30 Day or 1,000 mile warranty only on all alignments	
			Mount and balance 1 tire on new rim	21.00
			Mounted and balanced 1 tire onto new rim because rim cracked from hitting pot hole.	
			[Discount] 5.00% off -Teachers!	

Org. Estimate 118.80 Revisions 0.00 Current Estimate 118.80

Labor:	110.00
Parts:	0.00
Discount:	-5.50
SubTotal:	104.50
Tax:	8.36
Total:	112.86
Bal Due:	\$112.86

[Payments -]

Vehicle Received: 2/11/2022

Customer Number : 666

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair. Vehicles not picked up within 7 days of completed work may be subject to a \$85.00 per day storage fee. Tire purchases, NYS Tire Taxes, NYS Vehicle Inspections, OEM Parts and sublet repairs are excluded from discounts.

Signature _____

Date _____

Visit us on the web: www.trcauto.net

Email Address: info@trcauto.net

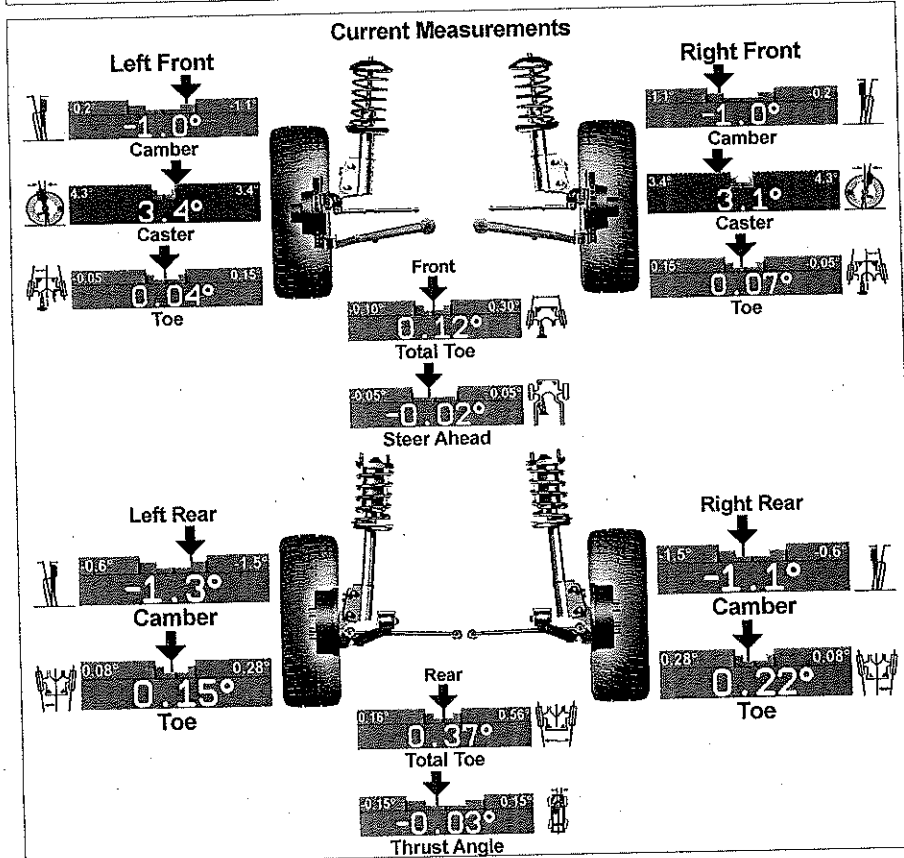
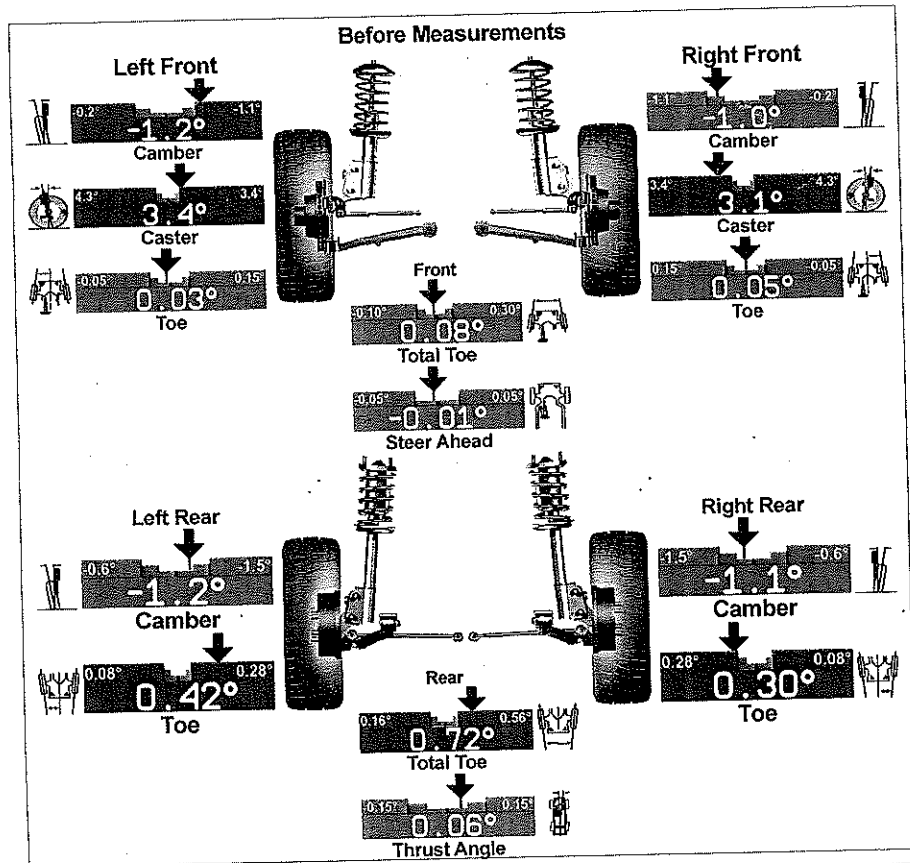
Service Advisor : Larkin-Bahr, Sarah, Tech : Please Select, Technician

Page 1 of 1

Copyright (c) 2022 Mitchell Repair Information Company, LLC invhrs 5.12.21kr



Dodge / Ram / SRT : Dart : 2014 : except Limited, GT ExpressAlign Total Alignment





PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2022 MAR -7 PM 3:44

TODAY'S DATE: March 4, 2022

NAME AND ADDRESS OF EACH CLAIMANT:

Antawon Johnson 154 Cannon St apt #1 Poughkeepsie NY 12601

TELEPHONE NUMBER: (845) 453-8153

NAME AND ADDRESS OF ATTORNEY (IF ANY):

DATE OF CLAIM: 12/18/21 Claim: Excessive force
DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE): The City of Poughkeepsie Police Department and State troopers came to 551 Main St, about 30:18 and had there guns on yelling telling me to exit the vehicle I was sitting in. I exited the vehicle with my hands in the air and was immediately handcuffed. While I was handcuffed facing the car that I got out of willingly I punched in my eye I blacked out and lost consciousness until I hit my face against the concrete and Mr. Haberski was going through my pockets. I was taken to the police station and instantly taken to Mid-Hudson Regional hospital where the doctors informed me that I had to be taken to Westchester Medical for surgery.

ITEMS DAMAGED OR INJURIES SUSTAINED: He has sustained a cut, abrasion and heavy swelling to his left eye that was closed shut for weeks. He has an orbital fracture and pressure behind left eye that needs surgery done. He also sustained a boxer fracture to right hand and left hand middle finger contractor needs surgery.

Quana Douglas
Signature of Claimant

Quana Douglas
Signature of Claimant

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

Quana Douglas 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.

Quana Douglas
Signature of Claimant

Quana Douglas
Signature of Claimant

Sworn to before me this

7th day of March, 2022

Carol Thompson
Notary Public

CAROL THOMPSON
NOTARY PUBLIC, State of New York
04TH6151306
Qualified in Dutchess County
Commission Expires 8/14/32

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.

BRANDON J. BRODERICK

ATTORNEY AT LAW

A Limited Liability Company

**65 East Route 4, First Floor
RIVER EDGE, NEW JERSEY 07661
PHONE: 201-853-1505
FAX: 201-489-0878**

NJ BAR

2022 MAR -7 AM 9:56
CITY OF Poughkeepsie
CITY CHAMBERLAIN

February 21, 2022

City of Poughkeepsie
City Chamberlain – 1st Floor
62 Civic Center Plaza
Poughkeepsie, NY 12601
Attn: Tort Claims Unit/Legal Dept
FedEx#: 7761 3199 9933
RRR#: 9414 8149 0225 0580 1970 70

City of Poughkeepsie – Parks & Recreation
26 Howard Street
Poughkeepsie, NY 12601
Attn: Tort Claims Unit/Legal Dept
FedEx#: 7761 3203 5599
RRR#: 9414 8149 0225 0580 1970 87

City of Poughkeepsie – Public Works
26 Howard Street
Poughkeepsie, NY 12601
Attn: Tort Claims Unit/Legal Dept
FedEx#: 7761 3206 1574
RRR#: 9414 8149 0225 0580 1970 94

Re:	Accident Date:	02/08/2022
	My Client(s):	Mr. Jernell Stevens
	Location:	On Liberty Street adjacent to its border with the parcel commonly referred to as 296 Main Street in the City of Poughkeepsie, NY

Dear Sir/Madam:

Please find enclosed notice to the City of Poughkeepsie, City of Poughkeepsie – Parks & Recreation and City of Poughkeepsie Public Works pursuant to the General Municipal Law.

Kindly turn this letter over to your insurance carrier and have them contact me.

Very truly yours,



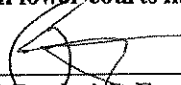
BRANDON J. BRODERICK ESQ.

BJB/ans
Enclosure (s)

NOTICE OF CLAIM FOR DAMAGES

1. **Name & Addresses:** Mr. Jernell Stevens
27 Roosevelt Avenue
Poughkeepsie, NY 12601
2. **Date of Birth & Social Security No. of Claimant(s):** 04/28/1983
To Be Provided
3. **Send all correspondence to:** Brandon J. Broderick, Esq.
65 East Route 4, First Floor
River Edge, New Jersey 07661
4. **Date of Incident:** 02/08/2022
5. **Place of Incident:** On Liberty Street adjacent to its border with the
parcel commonly referred to as 296 Main Street
in the City of Poughkeepsie, NY
6. **Description of Incident:** Claimant, Mr. Jernell Stevens was walking at the
above-mentioned location when he slipped and fell
due to ice. (Please see attached photos).
7. **Name of Public entity causing injury and/or damage:** City of Poughkeepsie, City of Poughkeepsie -Parks
and Recreation and City of Poughkeepsie Public
Works pursuant to the General Municipal Law.
8. **Injuries Incurred:** Injuries to claimant include but are not limited to
his neck, back, left leg as well as sharp pains
traveling down to both of his legs.
9. **Amount of Claim:** In an amount to be determined at the trial of this
action; an amount exceeding the jurisdictional
limits of all lower courts in the state of New York.

Date: 02/21/2022



Brandon J. Broderick, Esq.
Attorney for Jernell Stevens

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: 02/24/2022

NAME AND ADDRESS OF EACH CLAIMANT:

MR. JERNELL STEVENS
27 ROOSEVELT AVENUE
POUGHKEEPSIE, NY 12601
TELEPHONE NUMBER: (201) 853-1505

NAME AND ADDRESS OF ATTORNEY (IF ANY):

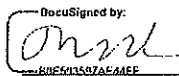
BRANDON J. BRODERICK, LLC
65 ROUTE 4 EAST
RIVER EGDE, NJ 07661

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

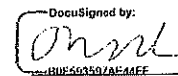
CLAIMANT, MR. JERNELL STEVENS WAS WALKING ON LIBERTY STREET ADJACENT TO THE PARCEL COMMONLY REFERRED TO AS 296 MAIN STREET WHEN HE SLIPPED AND FELL DUE TO THE ICE. (PLEASE SEE ATTACHED PHOTOS).

ITEMS DAMAGED OR INJURIES SUSTAINED:

INJURIES TO CLAIMANT INCLUDE BUT ARE NOT LIMITED TO HIS NECK, BACK, LEFT LEG AS WELL AS SHARP PAINS TRAVELING DOWN BOTH OF HIS LEGS.

DocuSigned by:

H0P5G0S0ZAE44EE

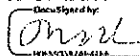
Signature of Claimant

DocuSigned by:

H0P5G0S0ZAE44EE

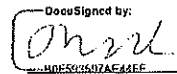
Signature of Claimant

STATE OF NEW YORK, COUNTY OF _____ S.S.:

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

DocuSigned by:

H0P5G0S0ZAE44EE

Signature of Claimant

DocuSigned by:

H0P5G0S0ZAE44EE

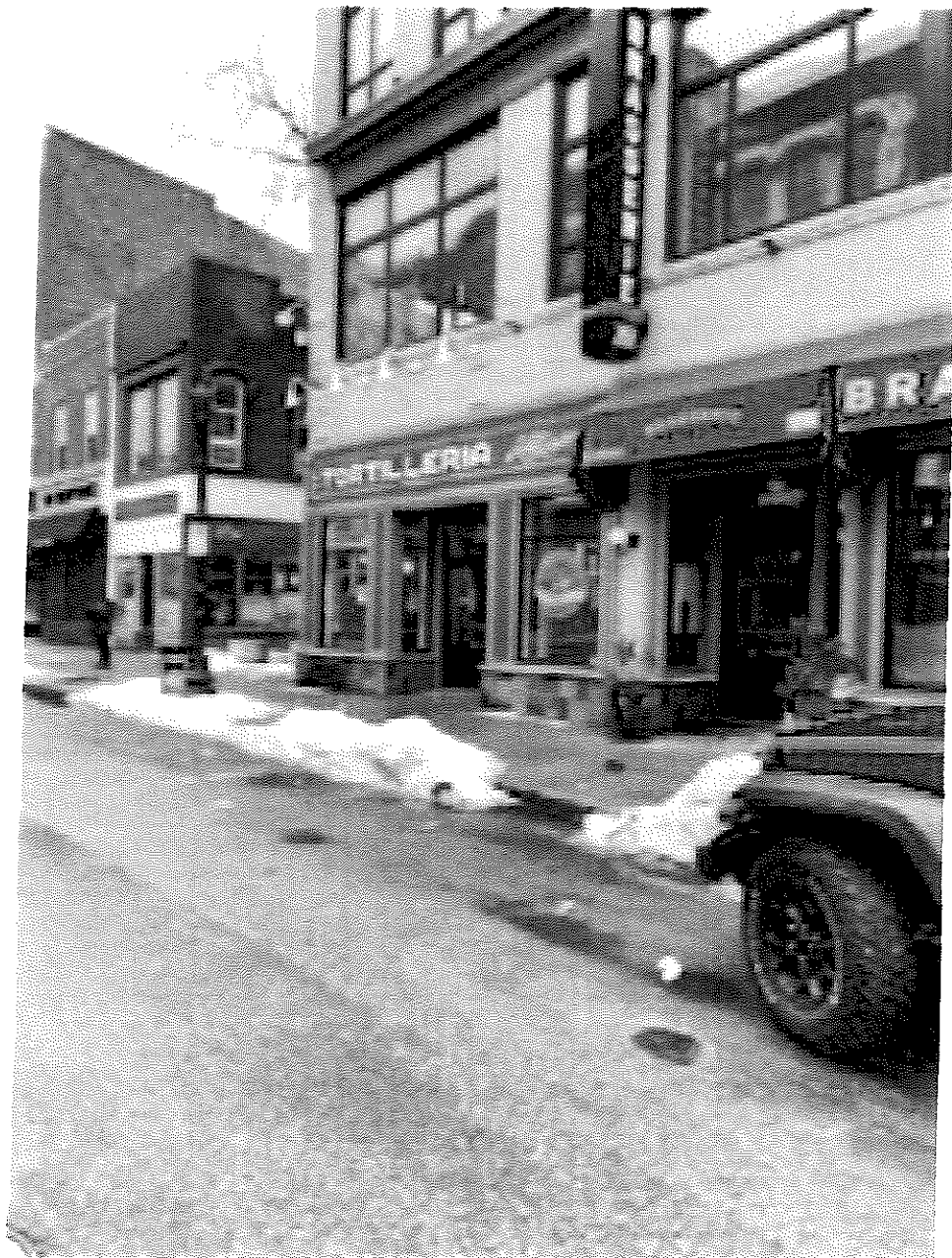
Signature of Claimant

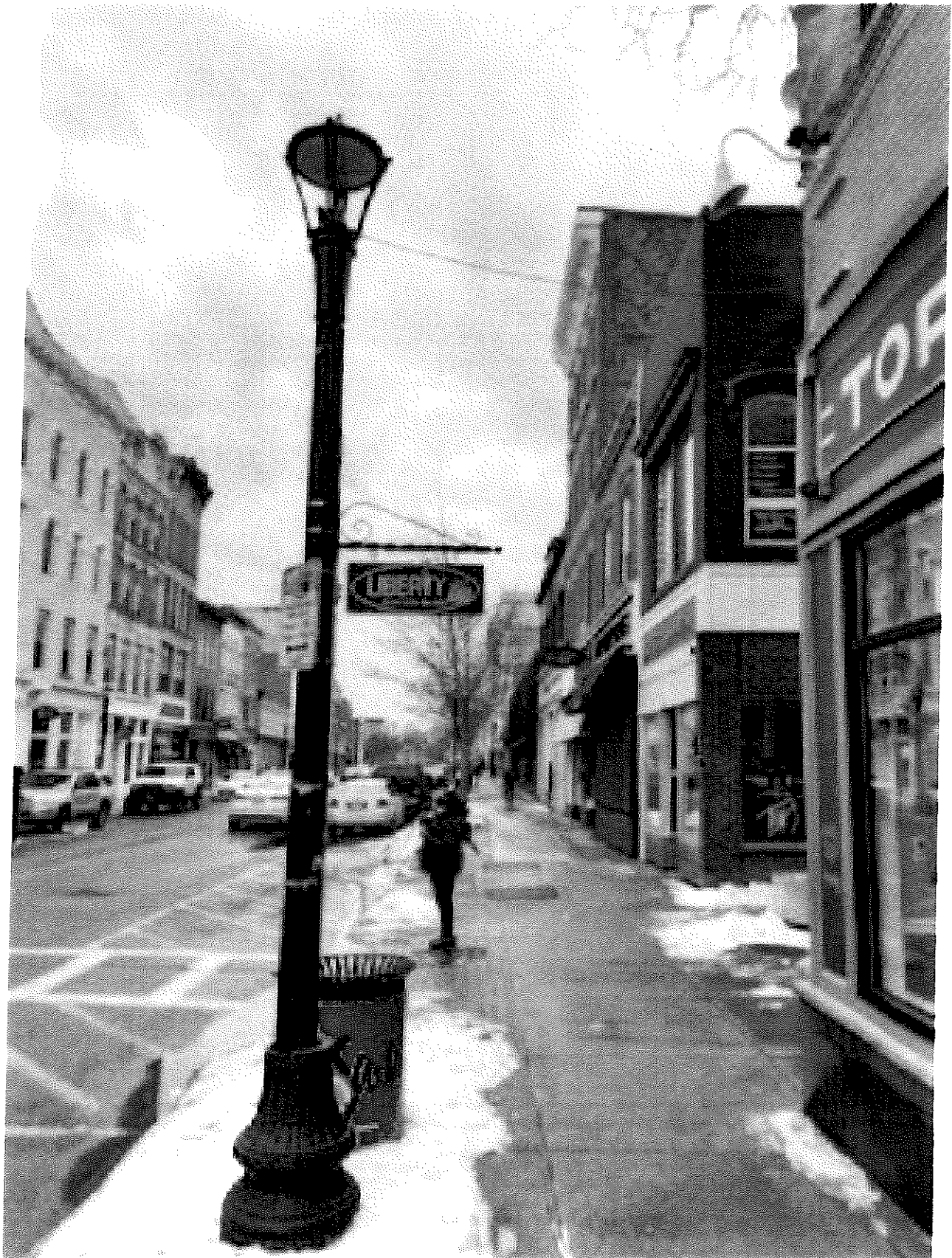
Sworn to before me this _____ day of _____,

Notary Public

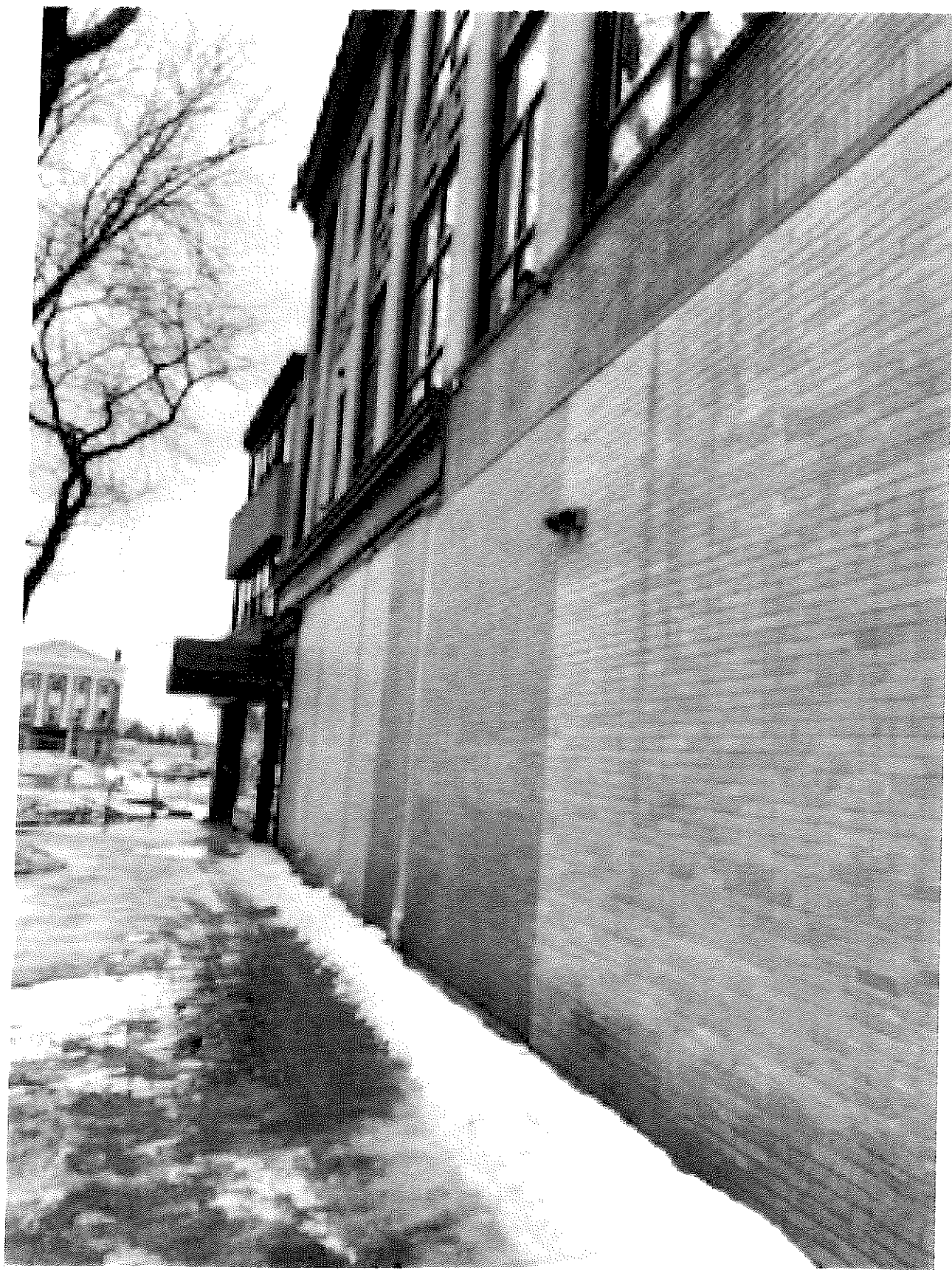
NOTE: After submitting this form to the City Chamberlain, please direct any inquires to the Corporation Counsel at (845) 451-4065, Monday to Friday, 8:30 a.m. - 4:00 p.m.











PLEASE PRINT OR TYPE FORM CLEARLY

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

CITY OF POUGHKEEPSIE
2022 FEB 15 PM 1:58

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 2/15/22

NAME AND ADDRESS OF EACH CLAIMANT:

DAWN GYURITS
32 WALNUT PL LN
MILTON, NY 12547

TELEPHONE NUMBER: 845-505-0161

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 2/9/22, on my way to work at the Dutchess County Jail at 7:15 am, I hit an enormous pothole on N. Hamilton Street heading North, very close to the jail. My tire was slashed & immediately went flat. I need to replace my right front tire & alignment. \$386.34
ITEMS DAMAGED OR INJURIES SUSTAINED:

Front right tire for a 2020 Subaru Impreza.

Dawn Gyurits

Signature of Claimant

Signature of Claimant

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

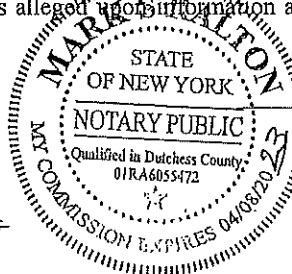
being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items, he/she believes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

Dawn Gyurits
Signature of Claimant

Signature of Claimant

Sworn to before me this
15th day of February, 2022

[Signature]
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.

DUTCHESS TIRE CENTER



ALL TIRE
BRANDS AVAILABLE

PO BOX 229
107 PARKER AVE.
POUGHKEEPSIE, NY 12601
(845) 452-7105
FAX: (845) 452-7169
FACILITY ID: 7106896

GOODYEAR
COOPER
GENERAL TIRE
MICHELIN
BRIDGESTONE
BANDAG RETREADS

Cutted

TIME OUT:		ROLL TIME:	TIME IN:
TRUCK NO.:		TRAILER NO.:	DRIVER'S NAME:
NAME ON TRUCK:		PLATE #:	CUST. P.O.:
TOTAL MILES:		TOLLS & PERMITS:	
TIRE SIZE:		() OPEN () BUDD	TIRE POSITION <i>RIF</i>
LIMITED EXPRESS WARRANTY LABOR AND PARTS WARRANTED FOR 90 DAYS OR 4000 MILES, WHICHEVER OCCURS FIRST, THE DEALER HEREBY LIMITS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS TO THE SAME PERIOD.			
PLEASE CHECK AND RETIGHTEN LUG NUTS WITHIN 50 MILES AFTER APPLICATION. NOT RESPONSIBLE FOR MERCHANDISE LEFT OVER 30 DAYS.			No 30730

I hereby authorize the repair work below to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on car, truck or vehicle below to secure the amount of repairs thereto. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL. The undersigned understand and agree that, if this account should become delinquent, same shall be responsible for attorney's fees computed at the rate of 1/3 of the unpaid balance.

SIGNATURE

SOLD TO:

Dawn M. Gyurits

SHIP TO:

CUST. P.O. #	MAKE - MODEL	TAG	MILEAGE	TELEPHONE	ROUTE	SLM	SHIP VIA	ORDER #	PAGE	REMARKS
			15214							
INVOICE DATE	INVOICE NUMBER	PREVIOUS SHIPPED INVOICE NUMBER	TERMS		2020 Subaru Impreza					
2/15/22										
STOCK NUMBER	SIZE	DESCRIPTION	QUANTITY			UNIT PRICE	T	F.E.T.	EXTENSION	
			ORDERS	SHIPPED	PREV. SHIP					
①	225/40/VR18	Yokohama Avid S34PV	①	X		275.00			275.00	
①		NXS Waste Tee	①	X		2.50			2.50	
①		Front End Alignment	①	X		80.00			80.00	
<i>Place</i> TOTAL TIRES ☐ SAVE OLD TIRES ☐ JUNK OLD TIRES										
PARTS	LABOR	TAX %	TAXABLE AMOUNT	TAX	F.E.T.	MISC. AMOUNT	INVOICE TOTAL			
			355.00	28.84		2.50	\$ 386.34			

A FINANCE CHARGE of 1 1/2% per month (18% ANNUAL PERCENTAGE RATE) will be charged on all invoices over 30 days past due.

DUTCHESS TIRE CENTER

107 PARKER AVENUE
POUGHKEEPSIE, NY 126011952
8454527105

Cashier: Employee

Transaction 000600
notes: 30730

Total	\$386.34
CREDIT CARD AUTH	\$386.34
DISCOVER 1476	

Tip	_____
-----	-------

Total	_____
-------	-------

Retain this copy for statement
validation

15-Feb-2022 12:37:51P
\$386.34 | Method: EMV
Discover XXXXXXXXXXXX1476
DAWN M GYURITS
Reference ID: 204600505129
Auth ID: 01539B
MID: ****9851
AID: A0000001523010
AthNtwkNm: DISCOVER
SIGNATURE VERIFIED

Payment 6NXB8SM7YJ1G0

Clover Privacy Policy
<https://clover.com/privacy>

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: 2-15-22

NAME AND ADDRESS OF EACH CLAIMANT:

CATHERINE CRECCO
1077 WASHINGTON GREEN
NEW WINDSOR NY 12553
TELEPHONE NUMBER: (845) 674-3154

NAME AND ADDRESS OF ATTORNEY (IF ANY):

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2022 FEB 15 PM 1:34

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

On Feb 10th at 7:30^{pm} at the Civic Center Parking Lot
I fell on the ice, I got not so hurt. Ambulance was called
and was taken to Mid Hudson Regional.

ITEMS DAMAGED OR INJURIES SUSTAINED:

left knee injured

Catherine Crecco

Signature of Claimant

Catherine Crecco

Signature of Claimant

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

Catherine Crecco 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.

Catherine Crecco

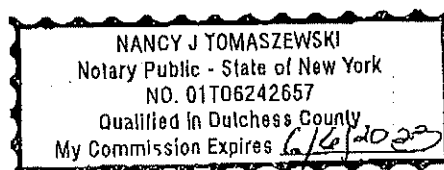
Signature of Claimant

Signature of Claimant

Sworn to before me this

15th day of FEBRUARY, 2022

Nancy J. Brang
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.

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: Feb 26, 2022

NAME AND ADDRESS OF EACH CLAIMANT:

Nicole Small
80 Glenwood Ave
Poughkeepsie NY 12603

TELEPHONE NUMBER: (845) 705-9126

NAME AND ADDRESS OF ATTORNEY (IF ANY):

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2022 MAR - 1 PM 1:57

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

Maple St highway I ran over a very large
Pot hole which was located in the far left
lane of the highway This occur Feb 22, 2022
in the morning around 7am.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Left side passenger driven
side front end tire ruin. New tire and
labor was replaced cost \$208.44

Nicole Small
Signature of Claimant

Nicole Small
Signature of Claimant

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

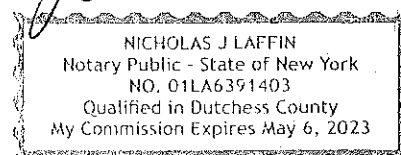
Nicole Small being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items,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

Nicole Small
Signature of Claimant

Nicole Small
Signature of Claimant

Sworn to before me this
1 day of March, 2022

[Signature]
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.



MAVIS DISCOUNT TIRE

AMERICA'S TIRE DISCOUNTER

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

Poughkeepsie 2 Mavis
33 Parker Avenue
Poughkeepsie NY 12601
Facility #: 7113875, NY 12601
Phone: (845) 486-9177

ST:0150 WD:00114209 INV:00078664

SMALL, NYCOLE
176 PARKER AV

1/0150

SOLD TO: POUGHKEEPSIE NY 12601

SEND TO:

E-mail : nycolesmall@yahoo.com

CUST. P.O.#	13 ALISON MAKE/MODEL ALTIMA	TAG HMN5043 /NY	MILEAGE 155100	TELEPHONE (845) 705-3125	RTE. STATE	SHIP VIA	ORDER #	PG.	REMARKS		
INVOICE DATE 02/23/2002	INVOICE NUMBER 00078664	PREVIOUS SHIPPED INVOICE NUMBER	TERMS CASH SALE		Opened by Operator # 1504 02/23/22 17:41:28 1501						
STOCK NUMBER	SIZE	DESCRIPTION			QUANTITY ORDERED SHIPPED PREV. SHIP			UNIT PRICE	T	F.E.T.	EXTENSION
NYS Waste Tire Management Fee \$2.50 per Tire In compliance with federal law, Mavis Tire is providing the tire purchaser's name and address and tire identification number to the manufacturer.											

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

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

159.99	19.99	8.125%	190.47	X	15.47	2.50	Total Invoice	208.44
PARTS 10.47	LABOR 0.00	TAX%	TAXABLE AMOUNT	SALES TAX	F.E.T. 0.00	STATE WASTE TIRE FEE 0.00	Balance Due	206.44
							INVOICE TOTAL	

Mavis DISCOUNT TIRE

AMERICA'S TIRE DISCOUNTER

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

Poughkeepsie 2 Mavis
33 Parker Avenue
Poughkeepsie NY 12601
Facility #: 7113875, NY 12601
Phone: (845) 486-9177

ST:0150 WD:00114209 INV:00078664

SMALL, NYCOLE
176 PARKER AV

1/0150

SOLD TO: POUGHKEEPSIE NY 12601

SEND TO:

E-mail : nycolesmall@yahoo.com

CUST. P.O.#	MAKE/MODEL ALTIMA	TAG HWN5043 / NY	MILEAGE 155100	TELEPHONE (845) 707-8126	RTE. U.S. 206	SHIP VIA	ORDER #	PG.	REMARKS
INVOICE DATE 02/23/2002	INVOICE NUMBER 00078664	PREVIOUS SHIPPED INVOICE NUMBER	TERMS CASH SALE		Opened by Operator # 1504 02/23/22 17:41:28 1501				
STOCK NUMBER 2062	INVOICE # 00078664	DESCRIPTION ALTIMA 4 Dr Sedan FWD S V6 2.5L 150HP 9DN425787	QUANTITY ORDERED SHIPPED PREV SHIP		UNIT PRICE	T	F.E.T.	EXTENSION	
1557272000	215/55ZR17	Conti ExtremeContact DWS06 + R28	1		159.99	12	0.00	159.99	
217	(17" RIM)	COMPUTER BALANCE PACKAGE	1		19.99	12	0.00	19.99	
7020K	TEST TPMS SYSTEM & BATTERIES	TPMS - SERVICE PACK WITH LABOR	1		6.99	12	0.00	6.99	
1 DOT Numbers: U9-3R-LWB-0421		fill donut with air							
305		Mavis tire recycling charge	1		3.50	12	0.00	3.50	
Method of Payment:									
Mastercard/Visa		208.44							
CHANGE:		.00							
Tax Code 12 Summary		Taxable		Rate	Tax			Taxable	
Tires		NYS Sales Tax		159.99	8.125%	13.00	Labor	NYS Sales Tax	
Other Parts		NYS Sales Tax		10.49	8.125%	0.85	Tires	NYS Tire Tax	
								159.99 @ 2.50 2.50	

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

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

X SIGNATURE

PARTS	LABOR	TAX%	TAXABLE AMOUNT	SALES TAX	F.E.T.	STATE WASTE TIRE FEE	INVOICE TOTAL

BRIDGESTONE Firestone Continental

COOPERTIRES

DUNLOP

GOODYEAR

MICHELIN

GENERAL TIRE

PIRELLI

YOKOHAMA