



COMMON COUNCIL MEETING

Common Council Chambers

Monday, April 1, 2019

6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

Organizational Meeting of January 2, 2019

Special Meeting of January 2, 2019

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

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

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

VI. MAYOR'S COMMENTS:

VII. MOTIONS AND RESOLUTIONS:

1. Resolution R19-42, approving a lease with Verizon for the lease of rooftop space at Hooker Avenue Firehouse and DPW Compound for small cell antennas.
2. Resolution R19-43, entering into a MOU with Joule Assets under the CCA program.

VIII. ORDINANCES AND LOCAL LAWS:

1. Ordinance O-19-01, approving the rezoning of 27 High Street. From I-1 (Light Industrial District to R-4 (Medium High Density Residential) District.

2. Ordinance O-19-04, approving an amendment to Chapter 13 to provide for one handicapped space on Rose Street.

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM COUNCILMEMBER PETSAS**, a communication regarding the Ice House.
2. **FROM COUNCILMEMBER PETSAS**, recognizing Helen Clawson.
3. **FROM COUNCILMEMBER ANDREW COSTA**, a notice of property damage sustained on March 25, 2019.
4. **FROM ARIANA PETERMAN**, a notice of property damage sustained on February 19, 2019
5. **FROM SEAN P. DORRIAN**, a notice of property damage sustained on March 10, 2019.
6. **FROM ANDREW COSTA**, a notice of property damage sustained on March 25, 2019.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

RESOLUTION
(R19-42)

INTRODUCED BY COUNCILMEMBER PETSAS

WHEREAS, the City of Poughkeepsie has negotiated a Collocation License Agreement with Orange County Poughkeepsie Limited Partnership d/b/a Verizon Wireless for the installation of a mini-single cell antenna in order to provide improved wireless communication coverage; and

WHEREAS, the Agreement is a non-exclusive license covering approximately 66 square feet; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council approves the Collocation License Agreement in form and substance as attached hereto and further authorize the Mayor and/or City Administrator to execute the agreement in form and substance as attached hereto and as approved by the Corporation Counsel.

SECONDED BY COUNCILMEMBER _____.

COLLOCATION LICENSE AGREEMENT

This License Agreement (the "Agreement") made this ____ day of _____, 2019, between the **City of Poughkeepsie**, with a mailing address of 62 Civic Center Plaza New York _____ hereinafter designated ("LICENSOR") and **Orange County Poughkeepsie Limited Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated ("LICENSEE"). LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LICENSOR hereby grants a non-exclusive license to LICENSEE of approximately 66 square feet of space (the "Ground Space") and necessary attachment on the roof (the "Rooftop Space") of the building (the "Building") located at 224 Hooker Avenue, City of Poughkeepsie, County of Dutchess, State of New York, (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Ground Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LICENSEE's communications facility. The Ground Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property for LICENSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LICENSOR. LICENSOR agrees to grant LICENSEE, Verizon New York, Inc., or any other local utility or fiber provider, at its own cost, the right to install such utilities or fiber on, over and/or under the Premises necessary for LICENSEE to operate the Communication Facilities, as amended herein.

2. CONDITION OF PROPERTY. LICENSEE has an opportunity to inspect the Property and accepts same in an "as-is" condition. LICENSOR makes no representations to LICENSEE as to the condition of the Property. LICENSEE represents to LICENSOR that at the time of the execution of the license Agreement it has had an opportunity to inspect the premises for its intended purpose and has determined that the Property is in a condition acceptable to LICENSEE.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the date this license Agreement is signed by both Parties (the "Commencement Date") at which time rental

payments shall commence and be due at a total annual rental of \$4,200.00 to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LICENSOR and LICENSEE acknowledge and agree that initial rental payment shall not actually be sent by LICENSEE until ninety (90) days after the Commencement Date.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LICENSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE such Rental Documentation. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE, however, upon the supplying of the requisite Rental Documentation, LICENSEE shall make all rental payments then due without setoff

4. ELECTRICAL. LICENSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the event such sub-meter is installed, the LICENSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LICENSOR shall read LICENSEE's sub-meter on a monthly basis and provide LICENSEE with an invoice for LICENSEE's power consumption on an annual basis. Specifically, after the expiration of each calendar year, LICENSOR shall determine LICENSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LICENSEE's sub-meter on a monthly basis and the electricity bills received by LICENSOR throughout such calendar year. Each invoice shall reflect charges only for LICENSEE's power consumption based on the average kilowatt hour rate actually paid by LICENSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LICENSOR to LICENSEE at Verizon Wireless, Accounts Payable – Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com, shall be provided to LICENSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LICENSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LICENSOR fails to deliver an invoice to LICENSEE within the Invoice Period, LICENSOR waives any right to collect any electrical charges from LICENSEE for the subject calendar year. LICENSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LICENSOR.

LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property

in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS.

a. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LICENSEE or LICENSOR terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

b. EXTENSION RENTALS. Beginning on the annual anniversary of the Commencement Date and continuing each year thereafter that this Agreement remains in effect, the annual rental shall be equal to one hundred and one percent (101%) of the annual rental payable with respect to the immediately preceding year.

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with

extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LICENSOR and LICENSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LICENSOR and LICENSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE or LICENSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to to the other Party.

11. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other LICENSEEs of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue, unless LICENSEE'S use of the Property interfere' s with LICENSOR's use of the Property as a Fire House and the necessary public safety communication equipment are impacted. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE

shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LICENSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LICENSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LICENSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LICENSOR, LICENSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. In the event that LICENSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LICENSOR under this Agreement, then LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Poughkeepsie
ATTN: CITY ADMINISTRATOR
62 Civic Center Plaza
Poughkeepsie, New York 12601

With Copy to:
City of Poughkeepsie
Attn: Fire Chief
505 Main Street
Poughkeepsie, New York 12601

LICENSEE: Orange County – Poughkeepsie Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business in the Building; provided, however, that if the nature of LICENSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

21. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

c. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days

prior written notice to LICENSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

23.

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

25. MOST FAVORED LICENSEE. LICENSOR represents and warrants that the rent, benefits and terms and conditions granted to LICENSEE by LICENSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LICENSOR to other parties. If at any time during the Term LICENSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LICENSOR shall, within 30 days after the effective date of such offering, notify LICENSEE of such fact and offer LICENSEE the more favorable offering. If LICENSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LICENSEE. LICENSEE shall have the right to decline to accept the offering. LICENSOR's compliance with this requirement shall be subject, at LICENSEE's option, to independent verification.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR: City of Poughkeepsie

By: _____

Name: MARC NELSON

Its: City Administrator

Date: _____

WITNESS

**LICENSEE: Orange County – Poughkeepsie
Limited d/b/a Verizon Wireless**

**By: Verizon Wireless of the East LP, its general
partner**

By: Cellco Partnership, its general partner s

By: _____

Name: _____

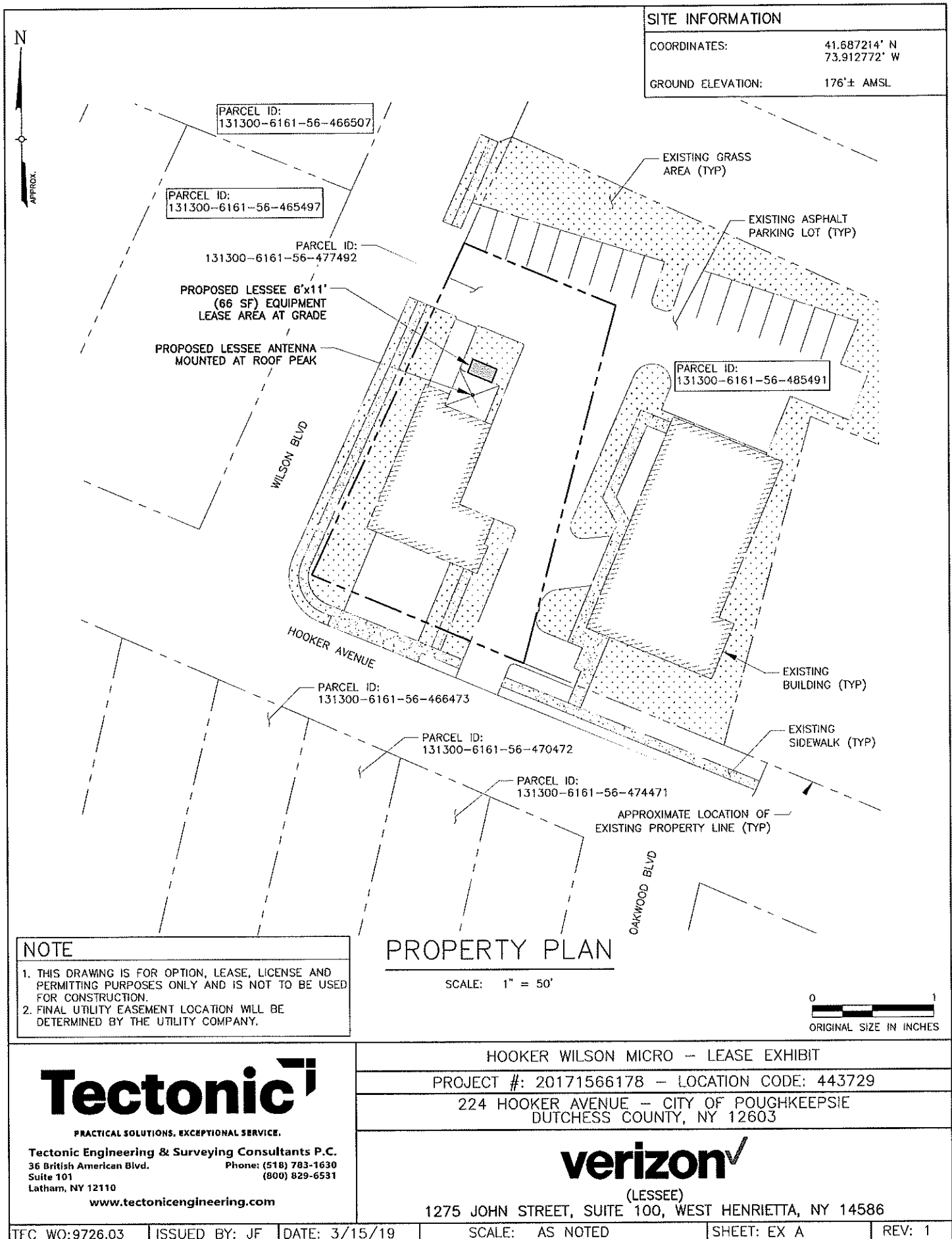
Its: _____

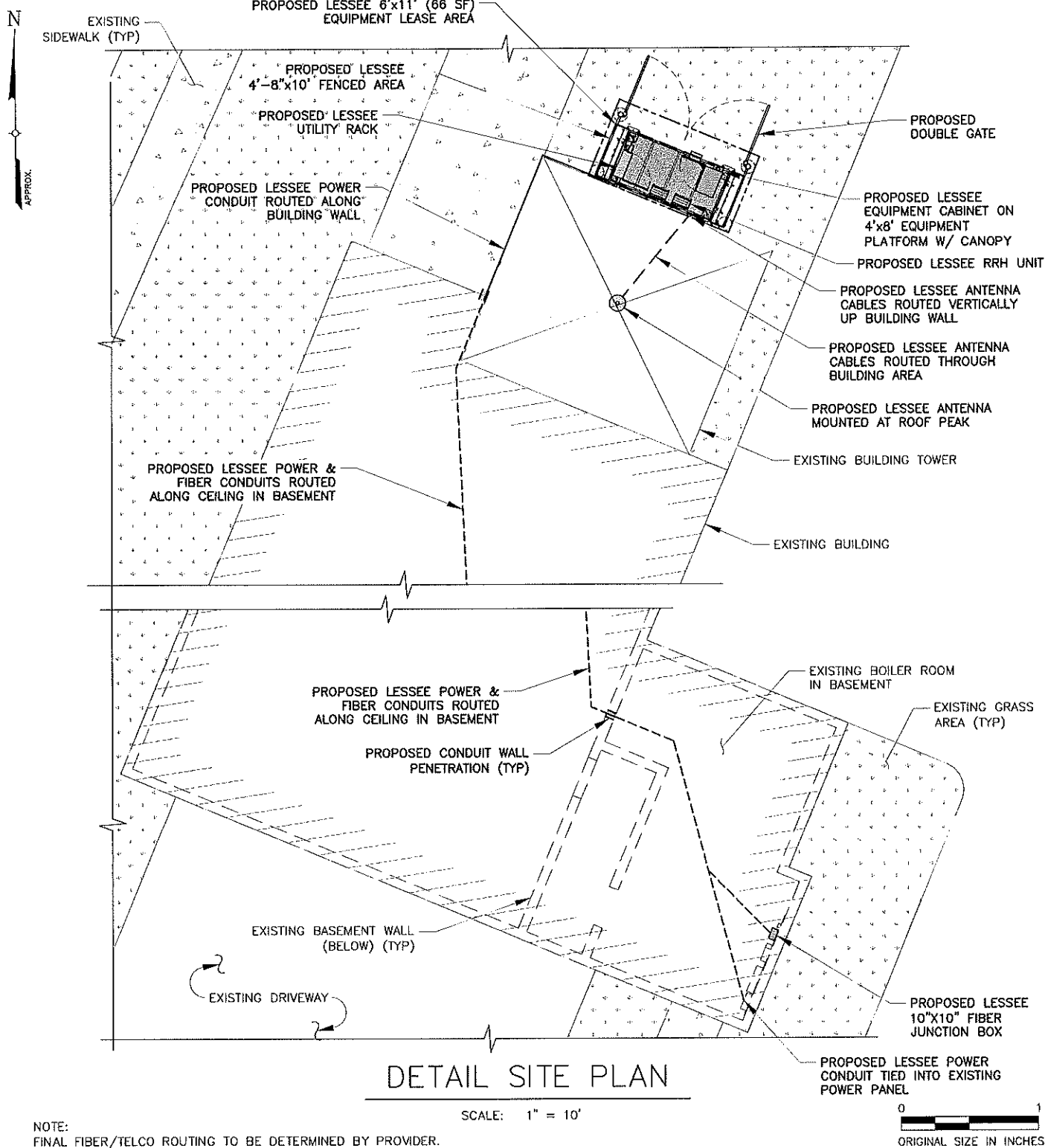
Date: _____

WITNESS

EXHIBIT "A"

**SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE
ANTENNA SPACE AND CABLING SPACE**





Tectonicⁱ

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering & Surveying Consultants P.C.
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110

www.tectonicengineering.com

HOOKER WILSON MICRO - LEASE EXHIBIT

PROJECT #: 20171566178 - LOCATION CODE: 443729

224 HOOKER AVENUE - CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NY 12603

verizon[✓]

(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:9726.03

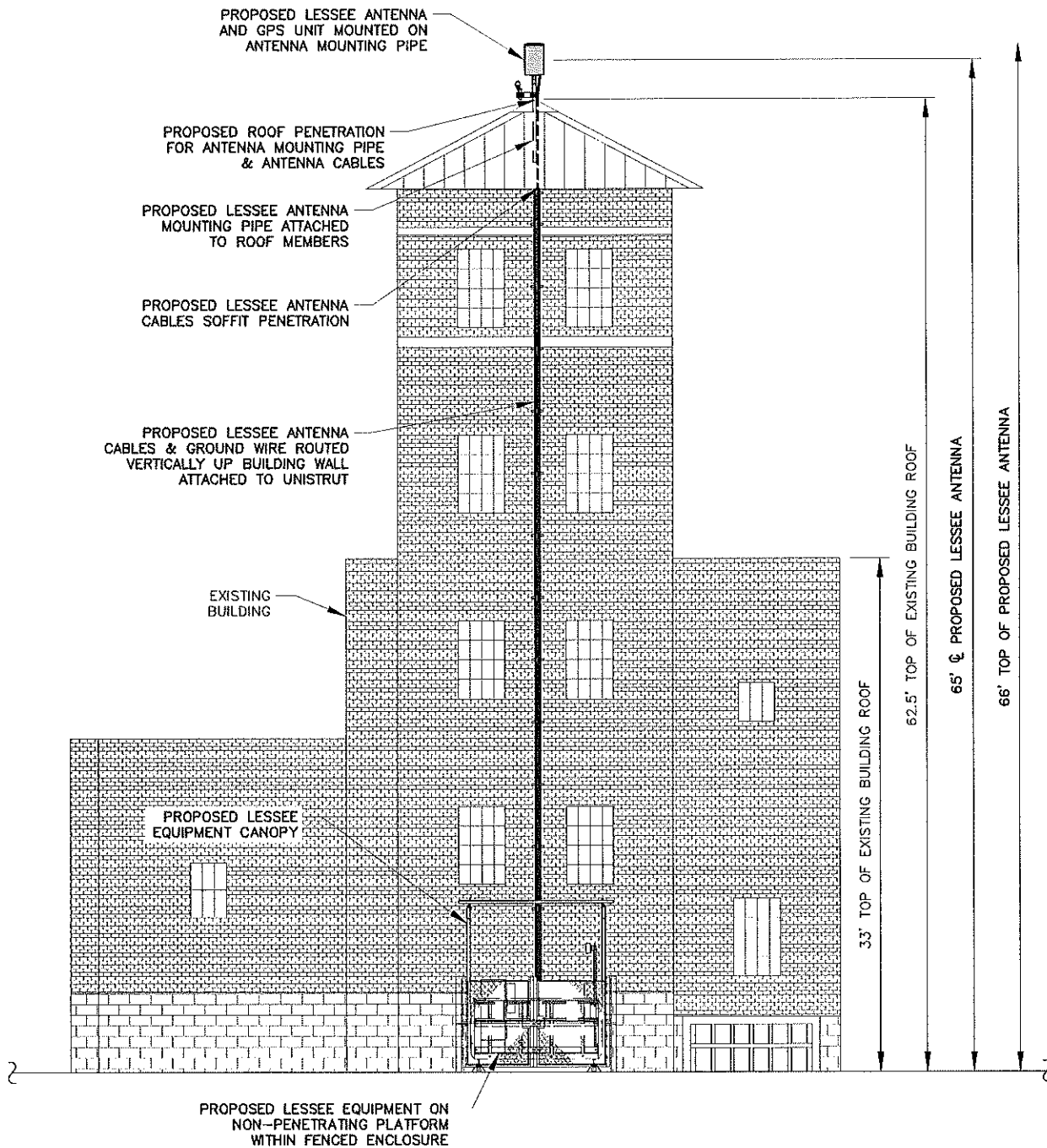
ISSUED BY: JF

DATE: 3/15/19

SCALE: AS NOTED

SHEET: SP

REV: 1



PARTIAL ELEVATION

SCALE: 1" = 10'



Tectonicⁱ

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering & Surveying Consultants P.C.
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110

www.tectonicengineering.com

HOOKER WILSON MICRO – LEASE EXHIBIT

PROJECT #: 20171566178 – LOCATION CODE: 443729

224 HOOKER AVENUE – CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NY 12603

verizon^v

(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:9726.03

ISSUED BY: JF

DATE: 3/15/19

SCALE: AS NOTED

SHEET: EL

REV: 1

RESOLUTION

R19-43

RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH JOULE ASSETS, INC. REGARDING COMMUNITY CHOICE AGGREGATION PROGRAM

INTRODUCED BY COUNCILMEMBER SALEM _____ :

WHEREAS, pursuant to Local Law LL-18-2 adopted on March 19, 2018, the City of Poughkeepsie Common Council enacted a local law to establish a Community Choice Aggregation Program (the, “CCA Program”); and

WHEREAS, the City issued a Request for Proposal (“RFP”) seeking a qualified Municipal Program Administrator and based on the results has selected Joule Assets, Inc. (“Joule”); and

WHEREAS, the City is desirous of entering into a Municipal Energy Services Agreement with Joule with respect to the CCA Program which would allow the City to participate in a program to procure energy supply for residents within the City from energy services companies for the residents of the City, with Joule Assets, Inc. as Program Manager; and

WHEREAS, to launch the CCA Program, the City and Joule seek to obtain competitive electricity supply bids from electricity suppliers that will lead to the execution of an Electricity Supply Agreement (the “Supply Agreement”) with a bidder selected in accordance with the terms and conditions of a Memorandum of Understanding between the City and Joule (the “MOU”); and

WHEREAS, the City and Joule are seeking to enter into the MOU to: (i) confirm that Joule will serve as Program Administrator for the CCA Program in relation to the Supply Agreement; (ii) authorizing the execution of a Program Administrator Agreement; and (iii) obtain the parties’

agreement that each will execute a Supply Agreement with a selected bidder, subject to the terms and conditions in the MOU.

NOW THEREFORE, BE IT RESOLVED, that, the Mayor of the City of Poughkeepsie or the City Administrator is authorized to execute the attached MOU and take other actions necessary in furtherance of the City's participation in the CCA Program; and

BE IT FURTHER RESOLVED, that the Mayor or City Administrator is authorized to execute an Electricity Supply Agreement, in the form attached as Exhibit "1" to the Memorandum of Understanding, subject to further review and revision by the City Corporation Counsel, which Electricity Supply Agreement authorizes Joule to accept bids for energy services for the City so long as the minimum requirements set forth in the MOU and Electricity Supply Agreement are satisfied; and

BE IT FURTHER RESOLVED, that the Mayor or City Administrator is authorized to execute a Program Administrator Agreement with Joule in form and substance that is consistent with the Request for Proposal issued by the City and acceptable to the Corporation Counsel.

SECONDED BY COUNCILMEMBER _____

Community Choice Aggregation Memorandum of Understanding
(revised March 7, 2019)

This Community Choice Aggregation Memorandum of Understanding (“**MOU**”) is entered into by and between Joule Assets, Inc., a Delaware corporation (“**Joule**” or “**Program Administrator**”), and the City of Poughkeepsie (“**Municipality**”) as of the ____ day of ____, 2018 (the “**Effective Date**”).

1. Background:

- a. Effective April 21, 2016, the New York State Public Service Commission (“**Commission**”) issued an “Order Authorizing Framework for Community Choice Aggregation Opt-Out Program” in Case #14-M-0224 “authoriz[ing] the establishment of CCA programs by municipalities statewide” (the “**CCA Framework Order**”).
- b. Effective March 16, 2018, the Commission issued an Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” (the “**Joule Plan**”) in Case #14-M-0224 “approv[ing] Joule’s proposed CCA program, with modifications” (the “**Joule Order**”).
- c. On March 19, 2018, the Municipality has adopted Local Law# 2 of 2018 entitled, Local Law Authorizing the Establishment of a Community Choice Aggregation Program (the “**Municipal Program**”).
- d. After the issuance of a Request for Proposals, the City of Poughkeepsie has selected Joule to act as Municipality’s program administrator and the Municipality intends to engage the services of Joule as Program Administrator for the Program (the “**Program Administrator Agreement**”).
- e. As Program Administrator, Joule will perform a variety of functions for Municipality including: (i) preparing, submitting and obtaining approval by the Commission of the Joule Plan; (ii) obtaining anonymized aggregate consumption data from the Distribution Utility (as defined herein) as needed to solicit electricity supply bids; (iii) prequalifying of, and obtaining soliciting indicative pricing from, Competitive Suppliers (as defined herein); and (iv) with the assistance of Joule’s local organizer, organizing and executing a broad public outreach and education campaign in the Municipality, and reporting such efforts to the Commission.
- f. To launch the Municipal Program, Municipality and Joule seek to obtain competitive electricity supply bids from electricity suppliers that will lead to an Electricity Supply Agreement (in the form attached as Exhibit 1) (“**Supply Agreement**”) with a bidder selected in accordance with this MOU.
- g. Municipality and Joule enter into this MOU to (i) confirm that Joule will serve as Program Administrator for the Program in relation to the Supply Agreement; (ii) authorize the execution of a Program Administrator Agreement; and to (iii) obtain the parties’ agreement that each will execute a Supply Agreement with a selected bidder subject to the terms and condition of this MOU.

2. Definitions: Defined terms have the meanings ascribed elsewhere in this MOU or as follows:

- a. **Bid Review:** An assessment by Joule of each Competitive Supplier's response to be performed by, or paid for, by Joule. For each Competitive Supplier's response, such assessment will include a determination of (i) the creditworthiness of the Competitive

Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier, and (ii) whether such supplier has provided a Compliant Bid.

- b. **Community Choice Aggregation Program:** A municipal energy procurement program that replaces the incumbent Distribution Utility as the default supplier for Default Consumers within the Municipality.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electricity for customers located in the Municipality in connection with this Program.
- d. **Compliant Bid:** An electricity supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the Supply Agreement. A Compliant Bid price must be inclusive of fees due to Program Administrator. Compliant Bids must meet one of the following criteria:
 - i. the default bid price is guaranteed to be not less than \$.0005 below the Distribution Utility price for the specified customer class, within the specified utility defined zone, in each calendar month or monthly billing period; or
 - ii. the default price is fixed at a level that is less than the average Distribution Utility price for the same customer class, within the same utility defined zone, over the Preceding Twelve-Month Period (as defined below).
- e. **Default Consumers:** Residential and non-demand commercial customers of electricity who are purchasing electricity from the Distribution Utility at the time immediately prior to the execution of the Supply Agreement, and will be enrolled in the Municipal Program unless they opt-out.
- f. **Distribution Utility:** Central Hudson Gas & Electric Corp.
- g. **Preceding Twelve-Month Period:** For purposes of evaluating a Compliant Bid, the most recent twelve-month period for which the applicable information is available.

3. Roles and Responsibilities of Joule:

- a. Joule reaffirms its obligations under the Program Administrator Agreement.
- b. Prior to execution of the Supply Agreement, Joule will manage the energy procurement bidding process including:
 - i. the notification of prequalified firms seeking to be the Competitive Supplier;
 - ii. the Request for Proposals ("RFP") process from preparation of the content, to publication of the RFP, to management of firms responding to the RFP;
 - iii. the final preparation of the Supply Agreement that will be included in the RFP;
 - iv. the acceptance and secure opening of the responses to the RFP; and
 - v. the Bid Review.
- c. Joule agrees to fulfill other responsibilities as may reasonably adhere to implementation of the Municipal Program, subject to the Program Administrator's contractual or other legal obligation to act at the direction, and in best interests, of the Municipality.

4. Roles and Responsibilities of the Municipality:

- a. Municipality abide by its obligations under the Program Administrator Agreement.

- b. Municipality agrees to establish participation by Municipality in a Community Choice Aggregation Program that will be managed on its behalf by Joule under the terms set for in this MOU, the Program Administrator Agreement, and in the Supply Agreement, if and as executed.

5. Roles and Responsibilities of each Party:

- a. Each Party agrees to execute the Supply Agreement subject to the conditions of review and approval described in this MOU in a timely fashion subject to the condition that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Supply Agreement as determined by the Bid Review, or the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those provided by a creditworthy Competitive Supplier as defined in this MOU, by the Bid Review, and
 - ii. the Competitive Supplier's response to the RFP is deemed a Compliant Bid in accordance with this MOU by the Bid Review.
- b. Each Party agrees to perform its obligations under and otherwise comply with the Supply Agreement if and when executed.

6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of May 31, 2019 or the date on which the Supply Agreement is signed by all three counterparties to the Supply Agreement (i.e., the parties hereto and the chosen Competitive Supplier). Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the Supply Agreement attached hereto as Exhibit 1.

7. **Miscellaneous:** The undersigned represents and warrants that he/she has the authority to enter into this MOU on behalf of the applicable party.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF UNDERSTANDING as of the Effective Date.

CITY OF POUGHKEEPSIE

Signature of Authorized Individual

By: _____

Name of Authorized Individual

ROBERT G. ROLISON

Title of Authorized Individual

MAYOR

Address: 62 Civic Center Plaza
Poughkeepsie, New York 12601

Telephone(s): (845) 451-4200

Email: mayor@cityofpoughkeepsie.com

JOULE ASSETS INC.

Signature of Authorized Individual By: _____

Name of Authorized Individual _____

Title of Authorized Individual _____

Address: _____

Telephone(s): _____

Email: _____

Address for Notices (if different):

Attachments:
Exhibit 1, Electricity Supply Agreement

ORDINANCE
(O-19-01)
ORDINANCE AMENDING CHAPTER XIX, SECTION 19-3.2 OF
THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED ZONING MAP

INTRODUCED BY COUNCILMEMBER MCNAMARA:

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

SECTION 1: The official Map of the City of Poughkeepsie as adopted by the Common Council on February 20, 1979, as amended, is further amended as follows:

Parcel # 6162-55-267439 – 27 High Street to be rezoned from I-1 (Light Industrial) District to R-4 (Medium High Density Residential) District.

SECTION 2: That the City Chamberlain be and is hereby directed to amend the official Zoning Map in accordance with this Ordinance.

SECTION 3: That the Common Council of the City of Poughkeepsie, after a review of the facts, finds that the site is more appropriately zoned as an R-4 District. Due to the existing surrounding uses, utilization of the site as multi-family residential, will provide a beneficial transition between industrial uses to the North and East, and lower density residential uses to the South and West. Use of the site as residential rather than industrial will be less harmful to the existing residential neighborhood and in line with recommendations of the Comprehensive Plan.

SECTION 4: That the Common Council of the City of Poughkeepsie as lead agency has determined that there are no other involved agencies, that the action is an Unlisted Action and upon the Short Environmental Assessment Form and the examination of 6 N.Y.C.R.R §617.7 of the State Environmental Quality Review Act the attached Negative Declaration is adopted because no Negative impacts anticipated will occur by reason of this text amendment.

SECTION 5: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:



**THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING & ZONING
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4055 Fax: (845) 451-4006**

MEMORANDUM OF TRANSMITTAL

To: Common Council
From: Natalie Quinn, Senior City Planner
Date: October 18, 2018
Re: Rezoning Application for 27 High Street

Attached to this memorandum please find the following documents:

1. Planning Staff Analysis
2. Proposed Site Plan
3. Letter from Assessor, John Taylor, as requested by Chairwoman Finney

The proposed property is currently located in an I-1 Light Industrial Zoning District, and the applicant is requesting that the property be rezoned to R-4 Medium High Density Residential.

The Applicant is proposing to improve the existing four-story structure and convert it into a multifamily residential building with twenty-four (24) residential units, with approximately 3,000 square feet of the basement floor utilized for professional office space. The Applicant is also proposing the construction of a new four-story structure on the northern portion of the lot to include thirty-nine (39) residential units on the upper three stories and thirty-two (32) parking spaces provided below the structure on the ground floor.

The proposal was first presented to the Common Council as a communication on September 17, 2018. Please see below the applicant's responses to questions that were posed at that meeting.

- We have not approached the IDA for assistance but are not ruling it out. The decision on whether or not to approach the IDA will be determined should the rezoning be adopted by the Common Council and site plan approved by Planning Board.
- The Applicant is proposing 10% affordable housing. We can discuss this further.
- The project was the subject of several RFP's issued by Dutchess County. The Applicant responded to an RFP that was issued by the County in August of 2016. The Applicant was awarded the RFP.
- We have provided the necessary environmental review documentation for the application. Note a Short Form EAF is required unless an application is near or exceeding thresholds described by SEQRA. Regardless, we provided a Part I of a Full Form EAF. The project is suitable for submission to County Planning for GML-239M.

Thank you.



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Planning Staff Analysis

LOCATION COMPATIBILITY

Page Park Associates is requesting the rezoning of approximately 1.23 acres at 27 High Street (tax parcels 6162-62-192294 & 6162-62-180291) from I-1 (Light Industrial) to R-4 (Medium High-Density Residential). The subject properties were originally built as commercial office space and surface parking.

As noted and illustrated in the rezoning application packet submitted by the applicant, the properties bordering the proposed site to the South and West are zoned as R-4. Properties to the North and East of the proposed site are zoned as I-1, with one property facing the proposed site on Zimmer Avenue zoned as G-OM (Office Manufacturing).

As illustrated in the map below, the properties surrounding the proposed site are largely functioning as two- and three-family homes, with some instances of vacant/warehousing uses, single-family uses, and two apartment buildings of 4 units or more.



COMPREHENSIVE PLAN

The proposed parcel is included within the Cottage Street Business Area ("CSBA") within the City's 1998 Comprehensive Plan. The CSBA is identified as one of the three "economic development areas" within the City. The focus area was reviewed especially for "strategies that allow the industrial area to grow in a manner protective of the existing residential neighborhood." (Page 5-17). This section of the Plan, however, focuses on truck traffic rerouting and landscape buffering as strategies to mitigate the impact of industrial land on surrounding residential



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neighborhoods. Although not specifically mentioned within the comprehensive plan, higher density residential between industrial uses and lower density residential uses could also be interpreted as a "buffer" and is not an uncommon "transition zoning" practice in land use planning and zoning.

Section 3.1.3 of the Comprehensive Plan speaks more generally about recommended housing strategies within the city. The section specifically acknowledges that "new multi-family housing targeted toward the large college student market can create new opportunities for housing, and add to the city's population base."

It should be noted that the City of Poughkeepsie Comprehensive Plan is now 20 years old. Best practices within the planning field recommend that a Comprehensive Plan be updated every 10 to 15 years. The Planning Department has every intention of updating the Comprehensive Plan in the future to better reflect the city's vision and speak more directly to proposals currently coming before the Common Council, Planning Board, Zoning Board of Appeals, and the city's other advisory boards and commissions.

ECONOMIC FUNCTIONALITY

With regards to economic functionality as it pertains to estimated tax revenue for the current use and proposed use of the site, please see the attached letter from the City Assessor, John Taylor. With regards to the site's functionality as an industrial site, the property is currently utilized as government offices with printing facilities on the basement level. Prior to Dutchess County, the space was used as office space for IBM.

The site's potential functionality as an industrial zoned parcel in the future is difficult to predict. It is within the realm of possibility to believe that the site could again be utilized as 27,000 SF of office space. However, without recent numbers to say definitively, the perceived vacancy of commercial office space in the city's central business district could indicate an oversupply or underutilization of existing office space. In regards to the potential for the site to be used as industrial space in the future should the rezoning not occur, the immediately adjacent industrially zoned site at 35 High Street, which features a structure better suited for production and manufacturing, is currently utilized as non-industrial commercial and warehouse space.

INTENT AND OBJECTIVES OF THE PROPOSED REZONE DISTRICT

The purpose of R-4 medium high-density residential district is to provide areas for a broad range of housing types with opportunity for appropriate nonresidential uses at a fairly high density commensurate with the scale and characteristics of the city's older neighborhoods; these are areas with access to major transportation arteries and a range of community services.



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Use Requirements

The proposed project will include forty-five (45) one-bedroom units, fifteen (15) two-bedroom units, three (3) studios, and a commercial space of ~3,000 square feet. Multifamily dwellings are permitted by right within the proposed R-4 zoning district. Professional or business offices are permitted by special permit and subject to requirements.

Lot and Bulk Requirements

- Minimum lot area. The minimum required lot area for the proposed development is 147,600 SF based on the proposed unit breakdown (2,200 SF per studio and one-bedroom unit, 2,800 SF per two-bedroom unit). The proposed lot area is 53,579 SF.
 - ❖ An area variance of 94,021 SF, or 63%, will be required.
- Minimum lot width. The proposed project meets the minimum required lot width of 30 feet
- Minimum yard setback. Area variances will likely be required for front and side yard setbacks.
- Maximum height. The maximum height of buildings within an R-4 district is 3 stories or 40 feet.
 - ❖ An area variance of one-story will be required for the proposed new construction. Under R-4 zoning, the existing structure would be classified as a legally non-compliant building, and would not require a height variance.
- Maximum lot coverage. The proposed project is within the maximum allowable lot coverage of 40 percent. With a lot of 55,052 SF, and two buildings totaling a footprint of 20,997 SF, the proposed lot coverage is 38 percent.
- Minimum open space. The minimum required open space for the proposed development is 20,100 SF based on the proposed unit breakdown (200 SF per studio, 300 SF per one-bedroom unit, and 400 SF per two-bedroom unit). Based on the definition of usable open space¹, the proposed site plan proposed 0 SF.
 - ❖ An area variance of 20,100 SF, or 100%, will be required.
- Off-street parking. The minimum required off-street parking for the proposed development is 111 spaces based on the proposed unit breakdown (1 space per studio,

¹ Section 19-2.2 Definitions. "Required open space. There shall be provided in each multiple dwelling or townhouse development, excluding townhouses on fee simple lots, not less than 200 square feet of usable open space for each efficiency unit; 300 square feet of usable open space for each one-bedroom unit; 400 square feet of usable open space for each two-or-more-bedroom unit. For any development containing more than 15 units, such usable open space shall be devoted to improved and landscaped play and sitting areas for use of residents thereof, and the design and layout of the usable open space shall be subject to approval by the Planning Board."



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1.5 spaces per one-bedroom unit, 2 spaces per two-bedroom unit, and 1 space per 300 SF of gross floor area). The proposed site plan includes 96 off-street parking spaces

- ❖ An area variance of 15 spaces, or 13.5% of total required parking, will be required.
- Landscaping. Pursuant to Section 19-4.11, landscape strips will need to be provided along all property lines of multifamily and nonresidential uses.

ANALYSIS & CONCLUSION

With regards to the question before the Common Council – whether the property is more appropriately zoned as I-1 Light Industrial or R-4 Medium High Density Residential – it is the opinion of the Planning Department that the site is more appropriately zoned as an R-4 District. Due to the existing surrounding uses, utilization of the site as residential, especially multi-family residential, will provide a beneficial transition between industrial uses to the North and East, and lower density residential uses to the South and West. Overall, use of the site as residential rather than industrial will be less harmful to the existing residential neighborhood and in line with recommendations of the Comprehensive Plan.

With regards to aspects of density, site layout, and architecture that will be reviewed by the Planning Board and Zoning Board of Appeals should the rezoning be approved by the Common Council, Planning Staff has additional recommendations.

Planning Staff recommends a reduction in the proposed unit count to minimize the number and percentage of required area variances. A reduction in the proposed unit count and density of the site will reduce the required lot area variance and open space variance, and minimize or remove the necessity of an off-street parking variance.

Additionally, Planning Staff recommends that the applicant consider a townhouse style residential structure for the proposed new structure along Zimmer Avenue. A three-story townhouse structure has the ability to reduce density, eliminate the need for a building height variance, and provide a more compatible architectural transition between the existing structure and the two-family residential structures on Zimmer Avenue.

Finally, Planning Staff strongly recommends that ground floor parking that is currently proposed along Zimmer Avenue be shielded or “wrapped” to prevent negative impacts to the newly proposed streetscape and pedestrian environment.



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OFFICE USE ONLY

CODE: _____

ID # _____

FEES: \$1,000.00

APPLICATION FOR REZONING

PROJECT ADDRESS(ES): 27 High Street

GRID #(s): 6162-62-192294 & 180291

(ADD ADDITIONAL SHEETS IF NECESSARY)

APPLICANT: Page Park Associates

Street: PO Box 792

Town/Zip: Poughkeepsie NY 12602

Phone: 845.471.0191

Email: kelly@pageparkassociates.com

Applicant is: Owner X Contract Vendee

If Applicant is a Corporation, LLC, LP, PC, D/B/A or Partnership, provide the name of the principal(s) who will be representing the rezoning application: _____

Kelly Libolt

If applicant is a Corporation, LLC, LP, PC, D/B/A or Partnership, provide names of all shareholders, members, partners and/or officers: _____

Jason Page, Darin Page, Stephen Page, Brian Page

Date that Corporation, LLC, LP, PC D/B/A or Partnership was formed or registered to do business in New York State: 1979

IF THE APPLICANT IS NOT THE OWNER, DOCUMENTATION AUTHORIZING THE APPLICANT TO PURSUE APPROVALS, SUCH AS AN EXECUTED CONTRACT OF SALE OR OPTION TO PURCHASE, MUST BE SUBMITTED.

OWNER (If not applicant): Dutchess County - See attached correspondence

(If not applicant)

Street: _____

Town/Zip: _____

Phone: _____

Email: _____



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APPLICATION FOR REZONING

PROJECT INFORMATION

ADDRESS: 27 High Street

CURRENT ZONING: I-1

PROPOSED ZONING: R-4

DESCRIBE THE PROJECT FOR WHICH THE REZONING IS REQUESTED: _____

Rezoning of property to R-4 and additional of second building adjacent to existing building

Will the project require any of the following approvals after rezoning? Please check all that apply:

- ☒ Site Plan from the Planning Board
- ☐ Special Permit from the Planning Board
- ☐ Subdivision (lot line adjustment)
- ☐ Use variance from the Zoning Board of Appeals
- ☒ Area variance(s) from the Zoning Board of Appeals

APPLICANT'S CERTIFICATION

By his/her signature, the applicant vows that: 1) He/She has read this application and is familiar with its contents and that the information provided herein is complete and true to the best of the applicant's knowledge; 2) He/She has read, is familiar with, and understands the requirements of the City of Poughkeepsie provision(s) affecting and/or regulating the project for which this application is made; 3) He/She agrees to comply with the requirements of the City of Poughkeepsie affecting and/or regulating the project for which this application is made, including any general or special conditions of permits or approvals granted by any board, agency or department of the City of Poughkeepsie; and, 4) He/She has read this statement and understands its meaning and terms.

Applicant's signature

Date



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APPLICATION FOR REZONING

INSTRUCTIONS FOR FILING APPLICATION FOR REZONING

Complete the attached application (type or print legibly) and return to the Planning Department with the following information/documentation:

- 1) One (1) hard copy of a tax map illustrating the parcel or parcels under review, as well as all parcels within 500 feet, indicating the current zoning of all those properties;
- 2) One (1) hard copy of a site plan indicating the proposed development of the parcel or parcels under review.
- 3) One (1) hard copy of a Part 1 Long Form EAF.
- 4) Application fee (\$1000).
- 5) A CD, flash drive or SD Card with an electronic copy of all applications, forms, documents and maps. The digital copy shall be in a pdf, jpg, tiff or other suitable write-protected image format capable of being opened and view using any standard Windows software.

Once the application and supporting documentation has been received by the Planning Department on the 2nd floor of City Hall, Planning Staff will review it for completeness and consistency with City planning objectives. City Planning Staff will prepare an analysis for the Common Council, which is the body charged with the authority to rezone parcels. Once the application is deemed complete and the analysis completed, you will be contacted relative to the number of copies required for circulation, and any other forms needed to secure a place on a Council agenda.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: High Street		
Project Location (describe, and attach a general location map): 27 High Street		
Brief Description of Proposed Action (include purpose or need): Renovation of existing building for multi family units and construction of a new (nearly identical) building for multi-family residential.		
Name of Applicant/Sponsor: Page Park Associates, LLC		Telephone: 845.471.0191
		E-Mail: kelly@pageparkassociates.com
Address: PO Box 792		
City/PO: Poughkeepsie	State: NY	Zip Code: 12602
Project Contact (if not same as sponsor; give name and title/role): Kelly Libolt		Telephone: 845.471.0191
		E-Mail: kelly@pageparkassociates.com
Address: PO Box 792		
City/PO: Poughkeepsie	State: NY	Zip Code: 12602
Property Owner (if not same as sponsor): Dutchess County		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, ☒ Yes ☐ No or Village Board of Trustees	City of Poughkeepsie Common Council Rezone Approval	
b. City, Town or Village ☒ Yes ☐ No Planning Board or Commission	Site Plan Approval Planning Board	
c. City Council, Town or ☒ Yes ☐ No Village Zoning Board of Appeals	Area Variances Zoning Board	
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☒ Yes ☐ No	D.C.239M Review DC Dept. of Health	
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☐ Yes ☐ No		
h. Federal agencies ☐ Yes ☐ No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐ Yes ☒ No If Yes, ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☒ Yes ☐ No iii. Is the project site within a Coastal Erosion Hazard Area? ☐ Yes ☒ No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

Hudson River Valley Greenway - See Appendix A

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	☒ Yes ☐ No
<u>I-L (Light Industrial)</u>	
b. Is the use permitted or allowed by a special or conditional use permit?	☐ Yes ☒ No
c. Is a zoning change requested as part of the proposed action?	☒ Yes ☐ No
If Yes, i. What is the proposed new zoning for the site? <u>R-4 (medium high density residential)</u>	
C.4. Existing community services.	
a. In what school district is the project site located?	<u>City of Poughkeepsie School District</u>
b. What police or other public protection forces serve the project site?	<u>City of Poughkeepsie Police</u>
c. Which fire protection and emergency medical services serve the project site?	<u>City of Poughkeepsie Fire Department</u>
d. What parks serve the project site?	<u>None</u>

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? _____	
b. a. Total acreage of the site of the proposed action?	<u>1.23</u> acres
b. Total acreage to be physically disturbed?	<u>0.97</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<u>1.23</u> acres
c. Is the proposed action an expansion of an existing project or use? ☒ Yes ☐ No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % <u>100</u> Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No	
If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ No	
i. If No, anticipated period of construction: <u>24</u> months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____ _____ _____	

f. Does the project include new residential uses? ☒ Yes ☐ No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	60
At completion	_____	_____	_____	60
of all phases	_____	_____	_____	60

*See Part F

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☒ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ 8,250 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☒ Yes ☐ No
If Yes:

- Name of district or service area: City of Poughkeepsie Water District
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No
- Do existing lines serve the project site? ☒ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☒ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: City of Poughkeepsie Water District

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ 8,250 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: City of Poughkeepsie Sewer Plant
- Name of district: City of Poughkeepsie Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No

• Do existing sewer lines serve the project site? _____ • Will line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☒ Yes ☐ No ☐ Yes ☒ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____	
If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____	
If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or <u>1.07</u> acres (impervious surface) _____ Square feet or <u>1.23</u> acres (parcel size) ii. Describe types of new point sources. <u>The site will utilize existing discharge points</u> iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____	
On-site stormwater management and discharging to existing drainage systems • If to surface waters, identify receiving water bodies or wetlands: _____	
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____	
If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) <u>Heavy construction equipment during construction period</u> ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) <u>Potential temporary heat during construction</u> iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) <u>HVAC units to provide heat and AC to the buildings</u>	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____	
If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____			
vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☒ Yes ☐ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ Central Hudson Gas & Electric iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐ Yes ☒ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: <u>*See Part F</u> • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: <u>24 hrs. / 7 days</u> • Saturday: <u>24 hrs. / 7 days</u> • Sunday: <u>24 hrs. / 7 days</u> • Holidays: <u>24 hrs. / 7 days</u> </td> </tr> </table>		i. During Construction: • Monday - Friday: <u>*See Part F</u> • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: <u>24 hrs. / 7 days</u> • Saturday: <u>24 hrs. / 7 days</u> • Sunday: <u>24 hrs. / 7 days</u> • Holidays: <u>24 hrs. / 7 days</u>
i. During Construction: • Monday - Friday: <u>*See Part F</u> • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: <u>24 hrs. / 7 days</u> • Saturday: <u>24 hrs. / 7 days</u> • Sunday: <u>24 hrs. / 7 days</u> • Holidays: <u>24 hrs. / 7 days</u>		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: <u>Noise will exceed ambient noise levels during the construction period only.</u>	
ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No Describe: _____	
n.. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: <u>Building mounted lighting and site parking lot lighting. Proposed lighting will meet code requirements.</u>	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally describe proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☒ Yes ☐ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ 20 +/- tons per _____ month (unit of time) • Operation : _____ 0.5 tons per _____ month (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: <u>Recycle all re-usable construction and demolition items</u> • Operation: <u>Compliance with all City and County regulations</u> iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: <u>Approved construction and demolition debris sites</u> • Operation: <u>Dutchess County Resource Recovery Facility</u>	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☒ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.01	1.07	+0.06
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Lawn / landscaping</u>	0.19	0.14	-0.05

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No i. If Yes: explain: _____	
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☐ No If Yes, i. Identify Facilities: _____ _____	
e. Does the project site contain an existing dam? ☐ Yes ☒ No If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____	
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No If Yes: i. Has the facility been formally closed? ☐ Yes ☐ No • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ iii. Describe any development constraints due to the prior solid waste activities: _____ _____	
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☒ No ☐ Yes – Spills Incidents database ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____ iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No If yes, provide DEC ID number(s): <u>314074, B00036, B00020 and 314122</u> iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): *See Part F _____ _____	

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No	
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ >6 feet	
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: <u>DxB-Dutchess-Cardigan Urban land</u> 100 % _____ _____ % _____ %	
d. What is the average depth to the water table on the project site? Average: _____ >6 feet	
e. Drainage status of project site soils: ☒ Well Drained: <u>100 %</u> of site ☐ Moderately Well Drained: _____ % of site ☐ Poorly Drained: _____ % of site	
f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: <u>40 %</u> of site ☒ 10-15%: <u>45 %</u> of site ☒ 15% or greater: <u>15 %</u> of site	
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No	
ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name <u>Fallkill</u> Classification <u>C</u> • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? ☐ Yes ☒ No	
j. Is the project site in the 100 year Floodplain? ☐ Yes ☒ No	
k. Is the project site in the 500 year Floodplain? ☐ Yes ☒ No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No If Yes: i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ *See Part F _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	☐ Yes ☒ No
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒ Yes ☐ No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? If Yes: i. Describe possible resource(s): <u>Project site is under review by SHPO</u> *See Part F ii. Basis for identification: _____	☐ Yes ☒ No
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: <u>Walkway of the Hudson, Hudson Valley Rail Trail</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>State / local park</u> iii. Distance between project and resource: _____ 1 miles.	☒ Yes ☐ No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	☐ Yes ☒ No ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Kelly Libolt Date August 6, 2018

Signature _____ Title Project Manager

Full EAF

Part F – Additional Information

C.2 (b) Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)

*- The City of Poughkeepsie, as well as the entire County of Dutchess and all surrounding counties are located within the Hudson River Valley Greenway. Refer to **Appendix A** for a copy of the map.*

D.1 (f) Does the project include new residential uses? If yes, show number of units proposed.

-The proposed project is a single apartment building that will contain approximately 60 units. The units are proposed as follows: 45 one-bedroom units and 15 two-bedroom units.

D.2 (l)(i) Hours of Operation During Construction

-All Construction will take place during the hours permitted for construction per the City Zoning Code. The residential buildings will have operation hours of 24 hr./ 7 days a week.

E.1(h) Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?

*-There have been no reported spills or remedial actions on the proposed site however, the site located within 2,000 feet of four sites listed on the NYSDEC Environmental Site Remediation database. Refer to **Appendix B** for current information on these four sites.*

E.2 (m) Identify the predominant wildlife species that occupy or use the project site.

-Typical species within the area include squirrel, local birds, chipmunks, raccoon etc.

E.3(g) Have additional archaeological and historic site(s) or resources been identified on the project site?

*-See attached correspondence from OPRHP dated June 6, 2018 in **Appendix C**.*

APPENDIX A

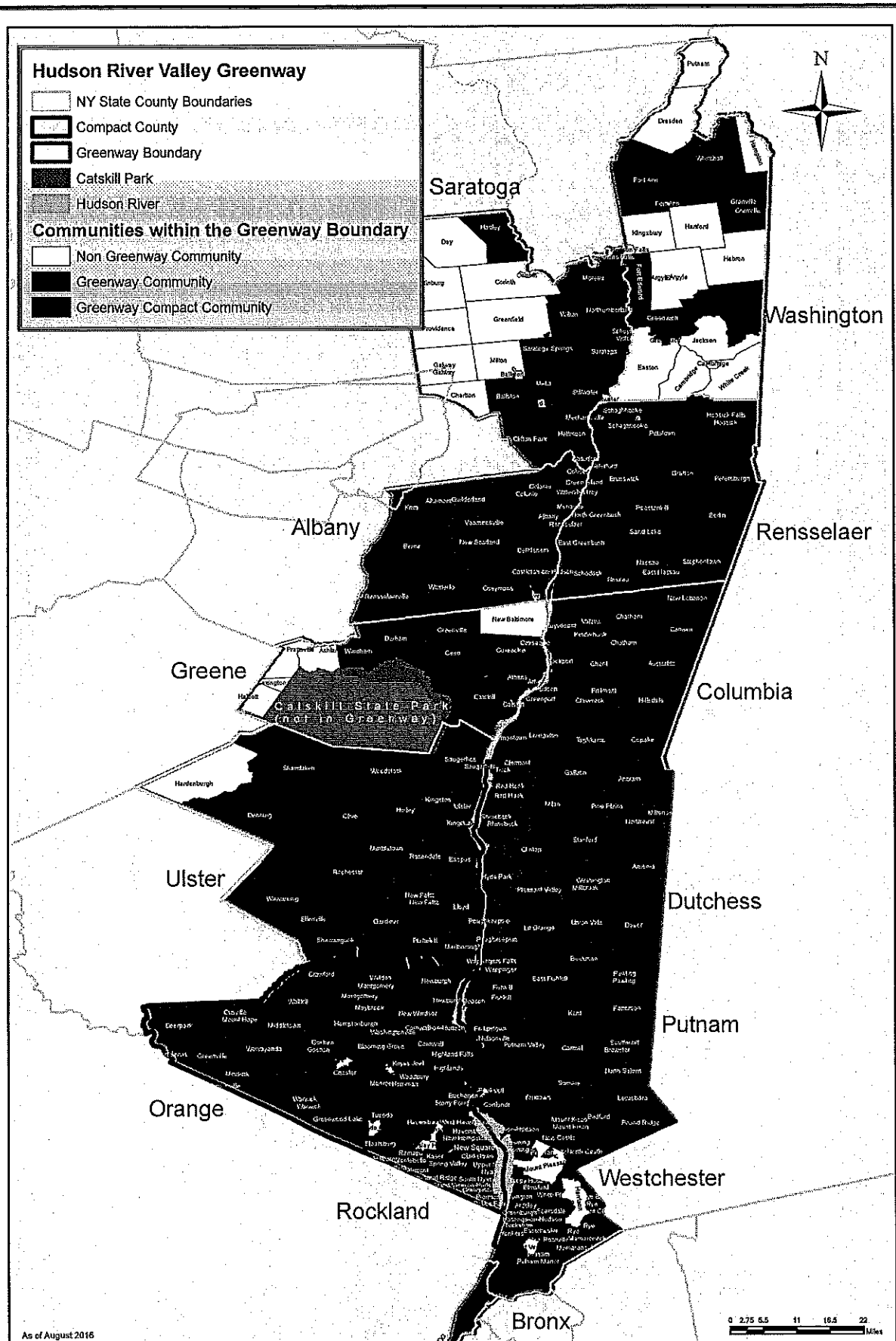
Hudson River Valley Greenway Map

Hudson River Valley Greenway

- NY State County Boundaries
- Compact County
- Greenway Boundary
- Catskill Park
- Hudson River

Communities within the Greenway Boundary

- Non Greenway Community
- Greenway Community
- Greenway Compact Community



NEW YORK
STATE OF
OPPORTUNITY.

**Hudson River
Valley Greenway**

APPENDIX B

Remediation Database Information



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Schatz Plant
Site Code: 314074
Program: State Superfund Program
Classification: 02
EPA ID Number:

Location

DEC Region: 3
Address: 70 FAIRVIEW AVENUE
City:POUGHKEEPSIE Zip: 12601
County:Dutchess
Latitude: 41.71668964
Longitude: -73.92178268
Site Type: STRUCTURE
Estimated Size: 30 Acres

Site Owner(s) and Operator(s)

Current Owner Name: Lot Six Realty Corporation
Current Owner(s) Address: 70 Fairview Avenue
Poughkeepsie, NY, 12601
Current Owner Name: SCHATZ FEDERAL BEARING COMPANY
Current Owner(s) Address: 70 FAIRVIEW AVE.
POUGHKEEPSIE, NY, 12601
Owner(s) during disposal: SCHATZ FEDERAL BEARING COMPANY
Current On-Site Operator: Schatz Federal Bearings Company
Stated Operator(s) Address: 70 Fairview Avenue
Poughkeepsie, NY 12601

Hazardous Waste Disposal Period

From: 1910 **To:** 1981

Site Description

Location: The Schatz Plant Site (Site) is located at 10-70 Fairview Avenue in the City and Town of Poughkeepsie, Dutchess County, New York. The Site consists of four tax parcels and occupies an area of approximately 30 acres. **Site Features:** The original Schatz Plant Facility, two stand-alone buildings, and miscellaneous debris and storage boxes occupy the three northernmost parcels of the Site (~22 acres). A bearing manufacturing plant currently operates on the southernmost parcel of the Site (approx. 8 acres). **Current Zoning and Land Use:** The area south of the Site is primarily industrial, with residential areas located to the north and east. A formerly utilized railroad bed abuts the west side of the Site, and immediately beyond the western boundary is a residential area and medical facilities. **Past Use of the Site:** The Schatz Company began operations at the Site in 1910, started manufacturing ball bearings in 1915, and increased the plant size in 1920 and 1926. The company filed for bankruptcy in 1980 was closed in 1981. The Schatz Company name was purchased in 1983 and Schatz Manufacturing currently produces bearings at a plant located on the southernmost

parcel of the Site at 10 Fairview Avenue, owned by the Schatz Land Company. The remaining three tax parcels making up the Site were purchased in 1988 and are presently owned by Lot Six Realty Corporation and Hudson Valley Management Associates. Currently, the property owner leases space in the former manufacturing facility to various small commercial/industrial entities. Site Geology and Hydrogeology: The site geology at the Schatz Plant Site consists of lacustrine silts and fine sands overlying weathered Austin Glen Formation phyllites. The fill and lacustrine sediments (overburden) range in thickness from 0.5 feet to 27 feet. Weathered bedrock ranges in thickness from less than 2 feet to 7 feet on-site. Competent bedrock was found at depths across the site ranging from 7.5 feet to 30 feet below grade. Groundwater flow direction across the site is generally west-northwesterly from Fairview Avenue towards the Hudson River. Groundwater movement in the bedrock is limited primarily to fractures, joints and bedding planes.

Contaminants of Concern (Including Materials Disposed)

Contaminant Name/Type

PCBS (1.7 PPM- 330 PPM) (B007)

TOLUENE, ETHYLBENZENE & XYLENES

polychlorinated biphenyls (PCB)

DRUMS OF WASTE CONTAINING:

Site Environmental Assessment

Nature and Extent of Contamination: Contaminants of concern at the site include PCBs, SVOCs (PAHs), and metals (lead, chromium, arsenic, and antimony). Extensive PCB contamination was found in numerous floor wipe, floor drain, and floor sweeping samples collected within Building #3, the Heat Treatment Building, and the former Rehabilitation Center. In 1996, approximately 1,800 cubic yards of PCB-contaminated soil was removed from the southern edge of the site. In October 2009 USEPA performed an emergency response action to identify, remove and dispose of hazardous materials abandoned in the facility buildings. By March 2011, all of the staged and containerized wastes were shipped off-site for disposal and EPA demobilized from the site. The USEPA evaluated the results of the test pitting and soil sampling performed around the facility in 2010 for possible additional removal action, however, no additional action is planned by the USEPA at this time. The southernmost parcel of the Site has been previously remediated.

Site Health Assessment

Polychlorinated biphenyls (PCBs) were detected in soil at several on-site locations. PCB-contaminated soil was excavated and disposed of at an off-site location in 1996. PCBs have been detected at concentrations above the NYSDOH cleanup guideline on the floors in two on-site buildings and in the soil at several on-site locations. One of the contaminated buildings (#3) is readily accessible. PCBs were detected on the subflooring of the on-site building that previously housed a rehabilitation center; however, since the subfloor is inaccessible, contact with contaminated surfaces is not expected. To minimize potential exposures to contaminated building surfaces, NYSDOH has recommended restricting access to authorized persons only. PCBs were not detected during two rounds of air sampling conducted in the rehabilitation center. Exposures to site-related contaminants in drinking water are not expected since nearby homes and businesses are supplied with public drinking water.

For more Information: E-mail Us

[Refine This Search](#)



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Qual Krom Site

Site Code: B00036

Program: Environmental Restoration Program

Classification: C

EPA ID Number:

Location

DEC Region: 3

Address: 28 Orchard Place

City: Poughkeepsie **Zip:** 12602

County: Dutchess

Latitude: 41.712122207

Longitude: -73.926662504

Site Type:

Estimated Size: 0.2 Acres

Site Owner(s) and Operator(s)

Site Description

This 0.2 acre site is located in a residential section in the City of Poughkeepsie. The site is bordered by an abandoned railroad grade and residential housing. The facility was operated as a metal plating facility until 1987 by the same PRP that operated the hazardous waste site Qual Krom, ID No. 314013. The City took ownership in 1988 for back taxes. Abandoned drums were found inside and outside the building. Samples were collected in 1989. A partial removal was performed in 1992. The drums and wastes that were in the building were similar to those removed from the outside the building. In 1996 the USEPA conducted a CERCLA removal action. It included stabilization of the building; containerization of the vat sludges, drums, and labpacks; inventorying, sampling and analysis of all materials for waste characterization; and disposal. This site was initially designated a potential Registry site ('P' site) and was then remediated under the Environmental Restoration Program. Asbestos abatement, building demolition and soil removal has been completed. Based upon the fact that soil cleanup numbers for unrestricted residential use were met in the excavation confirmation samples, an Environmental Easement will not be required for the property.

Contaminants of Concern (Including Materials Disposed)

Contaminant Name/Type

arsenic

lead

mercury

chromium

Site Environmental Assessment

The primary contaminants of concern at the site are metals. The site has been remediated. Asbestos abatement, building demolition and soil removal has been completed. An Environmental Easement will not be required for the property

Site Health Assessment

This site no longer represents a public health concern because metals-contaminated soils were excavated and properly disposed off-site and municipal water serves the area.

For more Information: E-mail Us

[Refine This Search](#)



**Department of
Environmental
Conservation**

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Former Hamilton Reproduction

Site Code: B00020

Program: Environmental Restoration Program

Classification: C

EPA ID Number:

Location

DEC Region: 3

Address: 166-186 North Hamilton Street

City: Poughkeepsie (c) Zip: 12601-

County: Dutchess

Latitude: 41.71181953

Longitude: -73.92125559

Site Type:

Estimated Size: 1.96 Acres

Institutional And Engineering Controls

Control Type:

Environmental Easement

Control Elements:

Ground Water Use Restriction

Vapor Mitigation

Soil Management Plan

Landuse Restriction

Site Management Plan

Site Owner(s) and Operator(s)

Site Description

Investigate approximately 1.96-acre property previously used for various manufacturing operations including buttons, clothing and printing. Contamination included PCBs, asbestos, solvents and petroleum from a 10,000 gallon underground storage tank. The site has been remediated. Asbestos abatement, building demolition and soil removal has been completed. An Environmental Easement was recorded by the County clerk on 6/2/2009. SMP is complete and COC was signed 6/11/2010.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of

issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

Project Completion Dates

Contaminants of Concern (Including Materials Disposed)

Contaminant Name/Type

ethylbenzene
iron
trichloroethene (TCE)
benzo(b)fluoranthene
tetrachloroethene (PCE)
toluene
benzene
copper
benzo[k]fluoranthene
benzo(a)anthracene
dibenz[a,h]anthracene
lead
chromium
chrysene
indeno(1,2,3-CD)pyrene
arsenic
benzo(a)pyrene
xylene (mixed)

Site Environmental Assessment

The primary contaminants of concern at the site are solvents, PCBs, and BTEX. The site has been remediated. Asbestos abatement, building demolition and soil removal are completed. Environmental easement and site management plan are in place.

Site Health Assessment

Exposures to potentially contaminated groundwater and/or soils are not expected because public water serves this municipality and contaminated soils have been removed. The environmental easement requires that the potential for vapor intrusion into any buildings developed on the site must be evaluated, including provisions for mitigation of any impacts identified.

For more Information: E-mail Us

Refine This Search



**Department of
Environmental
Conservation**

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: HRH Lead Abatement Site

Site Code: 314122

Program: State Superfund Program

Classification: A

EPA ID Number:

Location

DEC Region: 3

Address: 55 Garden Street

City: Poughkeepsie **Zip:** 12601

County: Dutchess

Latitude: 41.705761

Longitude: -73.925741

Site Type:

Estimated Size: 0.17 Acres

Site Owner(s) and Operator(s)

Current Owner Name: HRH Neighborhood Development Fund Company

Current Owner(s) Address: 313 Miller Street
Poughkeepsie, NY, 12601

Site Description

Location: The site is located at 55 Garden Street in the City of Poughkeepsie, Dutchess County. **Site Features:** The 0.17 acre site includes a single family home with small front and rear yards. **Current Zoning and Land Use:** The site is currently zoned and in use as a single family residence. **Past Use of the Site:** The site was a single family residence that was abated for lead paint as part of a rehabilitation project. **Site Geology and Hydrogeology:**

Site Environmental Assessment

The primary contaminant associated with the site is lead, which resulted from the abatement of lead paint as part of the rehabilitation of the structure. All lead resulting from the abatement was containerized and properly disposed off-site.

For more Information: E-mail Us

[Refine This Search](#)

Appendix C
OPHRP Correspondence



Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

June 06, 2018

Mrs. Nicole Patti
LRC Group
85 Civic Center Plaza
Suite 103
Poughkeepsie, NY 12601

Re: SEQRA
27 High Street
City of Poughkeepsie, Dutchess County, NY
18PR03333

Dear Mrs. Patti:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP) as part of your SEQRA process. These comments are those of OPRHP and relate only to Historic/Cultural resources. If this project will involve state or federal permitting, funding or licensing, it may require additional review for potential impacts to architectural and archaeological resources, in accordance with Section 106 of the National Historic Preservation Act or Section 14.09 of NYS Parks Recreation and Historic Preservation Law.

Based on the information provided, OPRHP has no concerns regarding the proposed project under SEQRA. Should the project design be changed, we recommend further consultation with this office.

If you have any questions, please don't hesitate to contact me.

Sincerely,

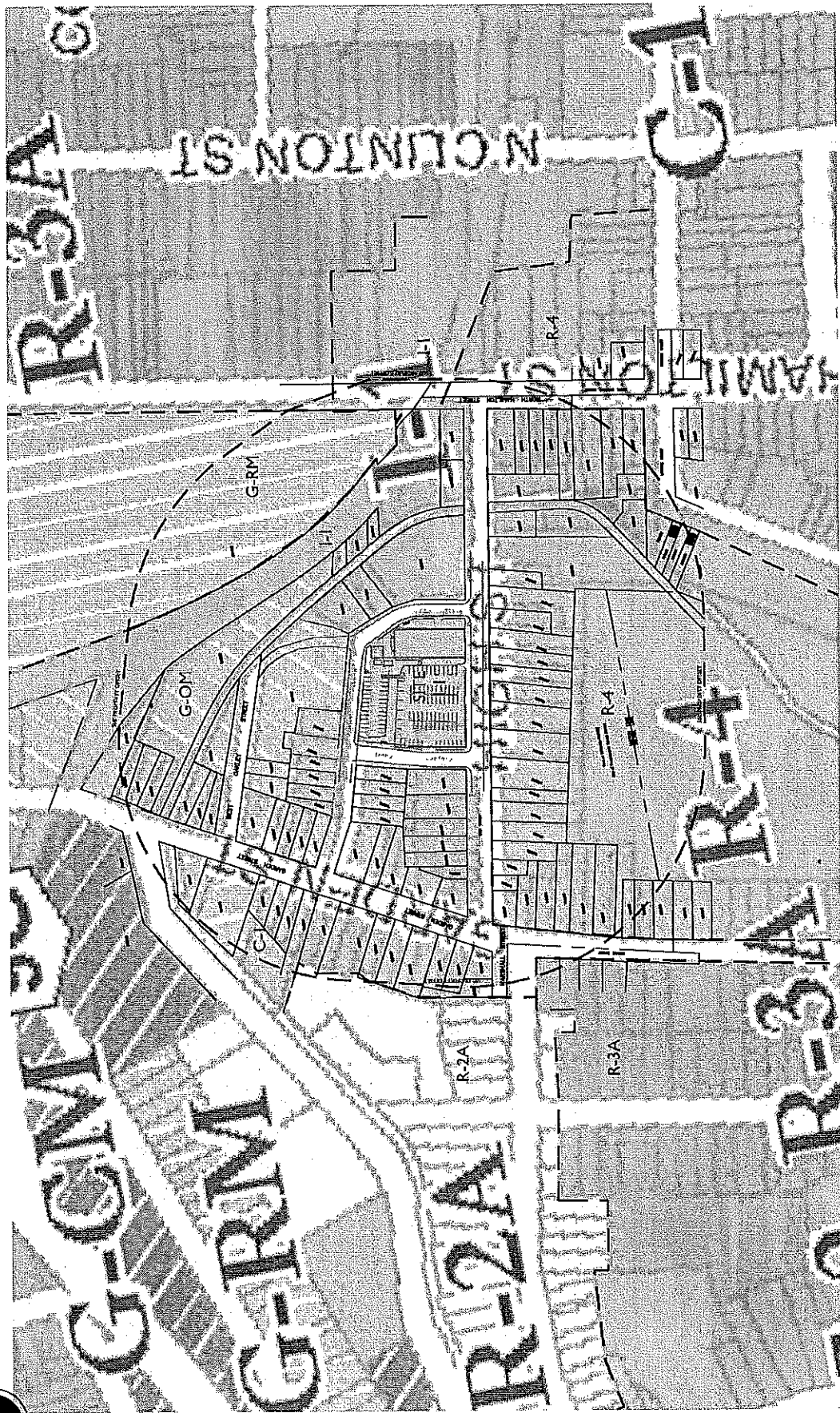
Philip A. Perazio, Historic Preservation Program Analyst - Archaeology Unit
Phone: 518-268-2175
e-mail: philip.perazio@parks.ny.gov

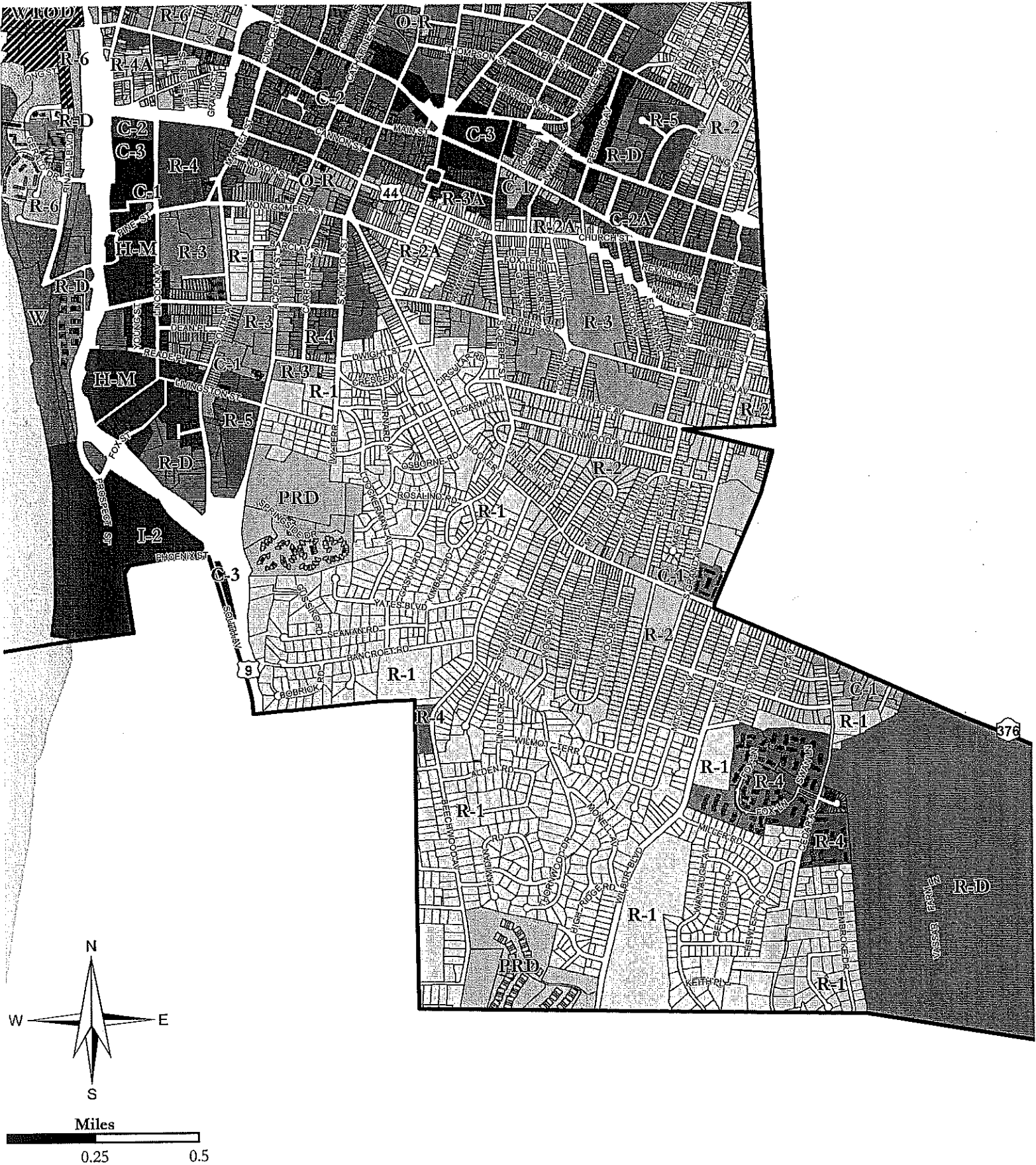
via email only

cc: Natalie Quinn, City of Poughkeepsie

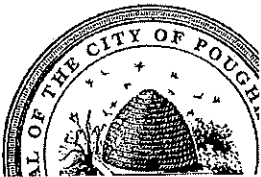
Division for Historic Preservation

P.O. Box 189, Waterford, New York 12188-0189 • (518) 237-8643 • www.nysparks.com





City of Poughkeepsie Zoning Map



MARCUS J. MOLINARO
COUNTY EXECUTIVE



WILLIAM F.X. O'NEIL
DEPUTY COUNTY EXECUTIVE
CHIEF OF STAFF

COUNTY OF DUTCHESS

May 26, 2017

Mr. Jason Page
Managing Member
Page Park Associates
P.O. Box 792
Poughkeepsie, NY 12602

Re: 27 High Street, Poughkeepsie, NY
Our File No. R-0962-A
Tax Parcel Id. Nos.: 6162-62-192294 and
6162-62-108291

Dear Jason:

By this letter the County of Dutchess is acknowledging your status as proposed Contract Vendee for the above noted real property (2 parcels).

As such, the County of Dutchess is authorizing you and/or your affiliates to make the required submissions and/or applications to the necessary governmental agencies to seek the change in use status for the above noted real property (2 parcels).

Very truly yours,

A handwritten signature in black ink, appearing to read "WFX O'Neil", is written over the typed name.

WILLIAM F.X. O'NEIL
Deputy County Executive

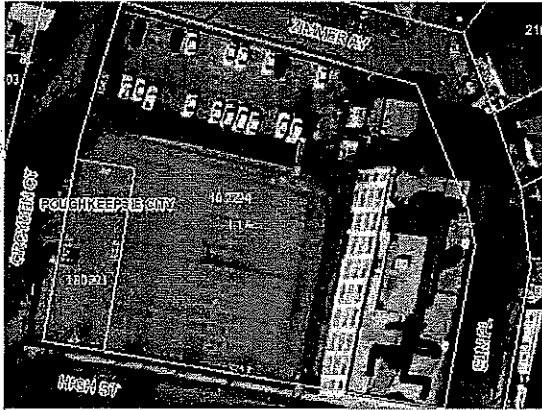
WFXON/CRC/kvh

Project Summary High Street

Existing Conditions

The project site is located at 27 High Street. The project area is comprised of two tax parcels (6162-62-192294 and 180291) totaling 1.23 acres.

The project area is bound on all four sides by Local Roads – High Street, Elm Place, Zimmer Avenue and Croyden Court.

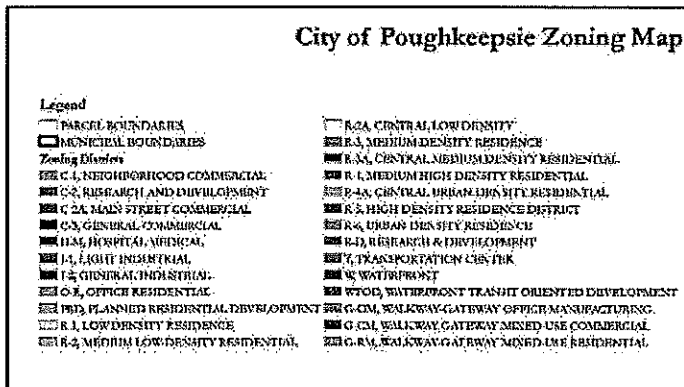


The project area has been occupied by a Dutchess County Agency and associated parking.

The existing building contains a four-story office building (three floors visible from High Street) and a two-story building which contains HVAC and Mechanical Equipment.

The project is currently in the I-1 (Light Industrial) zoning district. Permitted uses in the

I-1 Zoning District include the following:

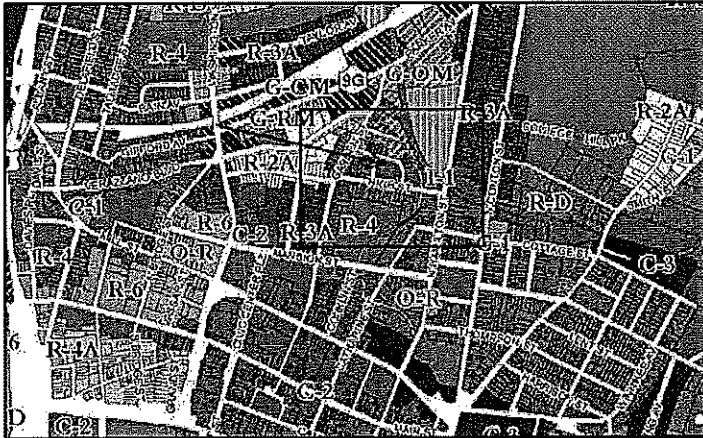


1. Wholesale Businesses/Warehouses/trucking terminals
2. Contractors
3. Cold Storage

4. Motor Vehicle Sales
5. Auto Repair
6. Auto Wash
7. Restaurants
8. Animal Hospital
9. Dry Cleaners
10. Retail sale and storage/Nursery
11. Hotel/Motel
12. Municipal Park
13. Printing Plants
14. Light Manufacturing
15. Research/Lab
16. Public Garage
17. Miniwarehouse

The applicant is requesting to rezone the parcel to R-4 (Medium High-Density Residence). The following uses are permitted in the R-4 Zone:

1. Single Family
2. Two Family
3. Townhouse
4. Multi Family
5. Home Occupations
6. Schools
7. Cemetery
8. Room Rental



The current zoning around the project area consists of R-4, a small section of I-1 and G-OM Walkway-Gateway Office Manufacturing and as such the proposed request is consistent with the zoning and the neighborhood.

Proposed Project

The Applicant is proposing to improve the existing building and convert the building to a Multi-Family Use (24 units). In addition, the Applicant is proposing to add an additional Four-Story Building in the location of the "lower parking lot" which is adjacent to Zimmer Avenue. New building will provide 32 parking spaces below the structure (1 story) and 3 stories of Multi Family Apartments (36 units).

The existing parking lot will be improved and will provide 64 parking spaces (total of 96 spaces).

**ORDINANCE AMENDING §13-269
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES
AND TRAFFIC"**

(O-18-04)

INTRODUCED BY COUNCILMEMBER _____:

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:

Rose Street, east side, beginning 222 feet north of its intersection of Main Street and continuing north for a distance of 33 feet, for two-parking spaces

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underlining and Bold

Official Minutes of the Organizational Meeting of January 2, 2019



**ORGANIZATION MEETING OF THE
COMMON COUNCIL**

Common Council Chambers

4:00 p.m.

Wednesday, January 2, 2019

I. PLEDGE OF ALLEGIANCE:

II. ROLL CALL 5 Present

**4- Absent (Councilmember Brannen, Councilmember Flowers,
Councilmember Petsas, Councilmember Lorraine Johnson)**

III. NOMINATIONS AND ELECTIONS:

1. Vice Chairman-Councilmember Cherry nominated **Councilmember Randall Johnson** as Vice Chairman, **Councilmember Flowers** seconded the motion.

Council Vice Chair Nominee						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

IV. APPOINTMENTS:

1. Majority Leader-Councilmember Lorraine Johnson

2. Minority Leader-Councilmember Flowers

**3. Finance Committee- Councilmember Cherry and Councilmember
Flowers**

V. RESOLUTIONS:

**1. A motion was made by Councilmember Randall Johnson and seconded by
Councilmember Cherry to receive and print.**

RESOLUTION

Official Minutes of the Organizational Meeting of January 2, 2019

(R-19-1)

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

BE IT RESOLVED, that the Common Council adopts for use during the year 2019 the Rules of Conduct and Procedure of the Common Council of the City of Poughkeepsie, a copy of which is attached hereto and made a part of this Resolution.

SECONDED BY COUNCILMEMBER CHERRY

Official Minutes of the Organizational Meeting of January 2, 2019

RULES OF CONDUCT AND PROCEDURE: BY-LAWS OF THE COMMON COUNCIL OF THE CITY OF POUGHKEEPSIE FOR THE YEAR 2019

RULE I. Regular meetings of the Common Council shall be held on the first and third Mondays of each month at six thirty in the evening at the City Hall, or at such other place as the Chairperson shall appoint. The first regular meeting of January shall be held on January 7, 2019 at six thirty o'clock in the evening at City Hall. In case of a holiday on any such day, the regular meeting shall be held on the Tuesday following at six thirty in the evening. The Common Council may adjourn when convened, to any other day or place, every such stated or adjourned meeting of the Council. In addition, there shall be informational meetings and special meetings held as provided in the Charter.

RULE II. The councilmember elected at-large shall be designated as council chair and the Common Council shall elect its vice-chairperson in the manner provided for in the Charter. In the event of a vacancy in the office of the Vice Chairperson, the Council shall, by majority vote, elect a Vice Chairperson, at its next regular meeting and within thirty (30) days of vacancy of the office.

RULE III. There shall be one standing sub-committee of the Common Council known as the Finance Committee. The members of the Finance Committee shall be appointed pursuant to the City Charter.

RULE IV. The City Chamberlain shall record the attendance at meetings. The order of business at regular meetings shall be as follows:

1. Pledge of allegiance and Roll Call.
2. Review of the minutes of the previous meeting.
3. Reading by City Chamberlain of any resolution or other item not listed on the printed agenda.
4. Public –limited to 45 minutes
5. Mayor's comments
6. Chairperson's comments and presentations
7. Motions and resolutions.
8. Ordinances and local laws.
9. Presentation of petitions and communications.
10. Other Council business
11. Adjournment.

RULE V. The presiding officer shall set the agenda at all meetings of the Common Council. If a Councilmember or the Mayor wish to add an agenda item to a meeting, they shall make best efforts to submit the item to the presiding officer with a brief explanation of its purpose, in advance of the meeting to which the item is proposed to be added. The order of business may be departed from majority vote of the members present. Any item added to an agenda must clearly identify a Councilmember as its sponsor.

Official Minutes of the Organizational Meeting of January 2, 2019

RULE VI. The presiding officer shall designate the seating arrangement for Councilmembers and staff at Council meetings and the order of voting of Councilmembers on all matters coming before the Council for vote. The presiding officer may, if (s)he so desires, present motions and resolutions to the Common Council, and (s)he may debate on any question which is being considered by it. The presiding officer, if (s)he deems it appropriate, may allow Councilmembers or the Mayor to respond to or comment upon public comments made at each regular meeting during public participation (Item 4 of the Agenda set forth in Rule IV above), prior to the adjournment of the meeting.

RULE VII. The presiding officer shall have, to the fullest extent provided by New York State law, the sole authority to regulate public comment at any meeting as s/he, in his/her sole discretion, shall see fit, including, but not limited to, the authority to set priority for topics of comment and to declare any person to be out of order for failure to follow his or her directives in this regard. In governing the meeting and regulating public comment the presiding officer shall consider, but shall not be strictly bound by the following guidelines:

- A. The public shall be allowed to speak during the period of the meeting designated as "Public Participation" or as such other time as a majority of the Council shall suspend these rules, or at a duly called public hearing, or any other time required by state law or the City Charter. Speakers must sign-in and provide their name, address and organization they represent, if applicable. Speakers must be recognized by the presiding officer. During the segment of the meeting designated "Public Participation", speakers shall limit their remarks to three minutes and will be advised by the presiding officer when three minutes have expired. Speakers are requested to conclude their remarks at that time. "Public Participation" is intended to afford persons an opportunity to express opinions on items on the Common Councils agenda. No Speaker shall be declared out of order, prevented from speaking or barred from attendance at any meeting because of any disagreement with the Speaker's position or view on any matter, because of the Speakers identity or because of any disagreement with the content of relevant testimony.
- B. All remarks shall be addressed to the Council as a body and not to any member thereof. Speakers shall observe the rules of decorum set forth in Subsection C below. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the City Chamberlain.
- C. Rules of decorum
 - 1. Purposes of rules of decorum.
 - a. To ensure that meetings of the Common Council are conducted in a way that allows the business of the City to be effectively undertaken.
 - b. To ensure that members of the public who attend meetings of the Common Council can be heard in a fair, impartial manner.
 - c. To ensure that meetings of the Common Council are conducted in a way which is open to all viewpoints and which is protective

Official Minutes of the Organizational Meeting of January 2, 2019

- of the content of each speaker's speech and expression, yet is free from abusive, distracting or intimidating behavior.
 - d. To ensure that these rules of decorum are understood by persons attending Common Council meetings.
 - e. To ban egregious, inappropriate, and obstructive behavior at meetings of the Common Council.
2. Sergeant At Arms. The Chief of Police or such member or members of the Police Department as he may designate, shall be Sergeant-at-Arms of the Common Council and shall carry out all orders given by the presiding officer for purposes of maintain order and decorum at the Council meeting. Any member of the Common Council may move to require the Presiding Officer to enforce the rules upon affirmative vote of a majority of the Common Council.
 3. Rules for the Speaker.
 - a. The speaker shall conduct himself or herself in a professional and respectful manner.
 - b. All remarks shall be directed to the Common Council, and not a City staff or the public in attendance.
 - c. The speaker shall not defame, intimidate, make personal affronts, make threats of violence, or use profanity.
 4. Rules for the public. Members of the public in the audience shall not engage in any of the following activities during a Common Council meeting:
 - a. Shouting, Clapping, unruly behavior, distracting side conversations, or speaking out.
 - b. Defamation, intimidation, personal affronts, threats of violence, or profanity.
 - c. Behavior that disrupts the orderly conduct of the meeting.
 5. Rules for Councilmembers. While the Common Council is in session, the members must preserve order and decorum. Each Councilmember shall conduct himself or herself with decorum and shall neither, by conversation or otherwise, delay nor interrupt the proceedings or the peace of the Common Council, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.
 6. Persons Authorized to be within Rail. No person except members of the Common Council and City Staff shall be permitted within the rail without the consent of the presiding officer.
 7. Enforcement of rules of decorum.
 - a. Upon a violation of these rules of decorum, the presiding officer shall request the person or persons violating a rule or rules to cease the violation.
 - b. If a violation continues, the presiding officer warns the person(s) that he/she may be required to leave the Common Council Chambers if a violation continues.

Official Minutes of the Organizational Meeting of January 2, 2019

- c. If the person or persons does not cease the violation(s) the presiding officer shall declare the person out of order at which time the Sergeant at Arms shall take steps to remove such person from the meeting room.

RULE VIII. When a question is under debate, no new motion shall be received, unless for the previous question, to amend it, to lay on the table, to commit it, to postpone it, or to adjourn.

RULE IX. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

RULE X. A motion to adjourn shall always be in order; and shall be decided without debate.

RULE XI. Every member who shall be present when a question is put, shall vote for or against the same, or abstain with reasons for the abstention stated upon the record.

RULE XII. No question or motion, once put, or lost, shall again be put unless reconsidered; and a motion for reconsidering must be made not later than the next regular meeting after that on which the decision proposed to be reconsidered took place, and shall be made by a member who voted with the prevailing side. All motions for reconsidering must be passed by the affirmative vote of a majority of the voting power of the Common Council.

RULE XIII. On the demand of any member, a roll call vote on any question shall be taken by ayes and nays; and it shall be the duty of the City Chamberlain to enter on the minutes the names of the members voting for or against the question, and also the name of the member demanding the roll call vote.

RULE XIV. All appointments of officers and fixing of salaries shall be by ayes and nays.

RULE XV. The legislation described below shall be read and laid over until the next meeting of the Common Council. This rule shall apply to:

- (a) The adoption of the budget
- (b) Ordinances
- (c) Local Laws
- (d) Resolutions amending the Rules and By-Laws of the Council
- (e) Resolutions appropriating money, amending the budget, or approving the execution of contracts, unless consent for its immediate adoption is approved by the Finance Committee.

RULE XVI. In order to hear persons other than members of the Common Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the

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rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and not longer than three (3) minutes, unless the time is extended by the Chairperson. This rule shall not apply to public hearings.

RULE XVII. All meetings of the Common Council shall be recorded by means of a audio and/or video recording device. The archived results of the meetings shall be kept in the Office of the City Chamberlain, and shall be under his/her jurisdiction and control. A record of the proceedings shall be printed as soon as possible after each meeting and presented to the Common Council at its next meeting for its approval or correction. Twenty copies shall be bound annually in a volume to be preserved in the Office of the City Chamberlain. The minutes shall be available for public review in the Office of the City Chamberlain, and the City Chamberlain shall give a copy of the minutes to persons requesting the same to the extent that they are available. When a request is made for an annual record of the minutes, a fee shall be charged to cover the expenses of the handling and recording and mailing if the record is on paper. A Ten (\$10.00) Dollar fee shall be paid if the record is digital.

RULE XVIII. An executive session is that portion of the meeting not open to the public because of the consideration of matters authorized for Executive Session pursuant to the New York State Open Meetings Law. Proposals, discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed.

RULE XIX. The Mayor may be invited to comment to and address the Council and the public on any issues of public concern raised by Councilmembers at the Council's regular meetings each month, prior to motions and resolutions being heard and at any time thereafter at the discretion of the Council chairperson.

RULE XX. All legislation, including local laws, motions, resolutions, and ordinances presented to the Common Council, except for procedural motions, such as motions to amend and motions to refer, shall be numbered to simplify the tracking of such legislation, with the number clearly marked below the title of each piece of legislation and on Common Council agendas, as follows:

Local Laws:	LL-Year- Sequential Number (LL01-1; LL01-2; etc.)
Motions:	M-Year-Sequential Number (M01-1; etc.)
Resolutions:	R-Year- Sequential Number (R01-1; etc.)
Ordinances:	O-Year- Sequential Number (O01-1; etc.)

RULE XXI. The Chairperson of the Common Council shall give an address in response to the Mayor's annual state of the City address presented pursuant to section 3.02(h) of the City Charter at the next regular meeting of the Common Council following the Mayor's address.

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RULE XXII. The Chairperson, or Vice Chairperson in the Chairperson's absence, is authorized to excuse a Councilmember from attending up to three (3) consecutive regular meetings of the Common Council because of a medical injury or illness which physically prevents the Councilmember from attending the meeting(s), if the medical injury or illness and physical inability to attend the meeting(s) is documented by a physician's note. Absences beyond three (3) consecutive regular meetings, for no more than an additional three (3) consecutive regular meetings, may be excused by a majority vote of the entire Council, based upon a written physician's note documenting the medical injury or illness which physically prevents the Councilmember from attending the meeting(s).

RULE XXIII. The following rules shall apply to a legally required public hearing held before the Common Council:

- (a) Speakers shall register in writing prior to the beginning of the hearing by providing their name, address, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.
- (b) The Chairperson shall recognize each speaker, in the order registered, when the hearing is commenced. Speakers shall identify themselves, their address and organization, if any, prior to the remarks.
- (c) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker.
- (d) Speakers at a public hearing shall follow the Rules of Decorum as set forth in Rule VII (b) & (c).
- (e) The Chamberlain shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Adopted by the Common Council; January 2, 2019

Resolution R-19-01

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R19-01			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

2. A motion was made by Councilmember Cherry and seconded by Councilmember Randall Johnson to receive and print.

**RESOLUTION
(R19-02)**

INTRODUCED BY COUNCILMEMBER CHERRY

BE IT RESOLVED, that Robert's Rules of Order be and the same hereby are adopted as the Parliamentary Rules of the Common Council for the year 2019.

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

R19-02			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

3 A motion was made by Councilmember Randall Johnson and seconded by Councilmember Cherry to receive and print.

**RESOLUTION
(R19-3)**

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

BE IT RESOLVED, that the Commissioner of Finance be and he hereby is authorized and directed to draw warrants in favor of Chase Bank, Key Bank of New York, M & T Bank, Riverside Bank a division of Salisbury Bank, Bank of America, TD Bank, Chase Manhattan Bank and Depository Trust Co., Rhinebeck Bank and Ulster Savings Bank for principal and interest on the public debt as it becomes due from time to time during the year 2019, and be it further

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RESOLVED, the Commissioner of Finance, upon presentation to him of properly approved payrolls, be and s/he hereby is authorized and directed to pay the monthly and bi-weekly salaries and wages to the officers and employee of the City who shall be entitled to receive the same during the year 2019.

SECONDED BY COUNCILMEMBER CHERRY

R19-03						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

4. A motion was made by Councilmember Cherry and seconded by Councilmember Randall Johnson to receive and print.

RESOLUTION
(R19-04)

INTRODUCED BY COUNCILMEMBER CHERRY

RESOLVED, that Chase Bank, Riverside Bank, a division Salisbury Bank, TD Bank, Rhinebeck Bank and M & T Bank, all of which are located in the City of Poughkeepsie, be and they hereby are designated as the banks in which the Commissioner of Finance is empowered and directed to deposit all monies of the City of Poughkeepsie; subject to such rules and regulations as the Common Council may from time to time prescribe and subject to such laws and regulations as may be prescribed by the State and Federal Governments from time to time hereafter in relation hereto; and be it further

RESOLVED, that the Commissioner of Finance be authorized to invest idle cash balances in her or his custody with any bank or trust company authorized to do business in New York State and to otherwise make investments pursuant to the investment policy, as adopted and amended from time to time by the Common Council and subject to such laws and regulations in relation thereto as may from time to time be prescribed by the State and Federal governments; and be it further

RESOLVED, that the City Chamberlain be and hereby is directed to mail a copy of this resolution to each such depositories.

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

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R19-04						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

5. A motion was made by Councilmember Randall Johnson and seconded by Councilmember Cherry to receive and print.

RESOLUTION
(R19-5)

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints the City Chamberlain and the Deputy City Chamberlain as Marriage Officers in accordance with and subject to the provisions of Domestic Relations Law §11-c; and be it further

RESOLVED, that the Marriage Officers are hereby appointed for a term of one year, subject to the pleasure of the Common Council.

SECONDED BY COUNCILMEMBER CHERRY

R19-05						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

6. A motion was made by Councilmember Randall Johnson and seconded by Councilmember Cherry to receive and print.

RESOLUTION
(R19-6)

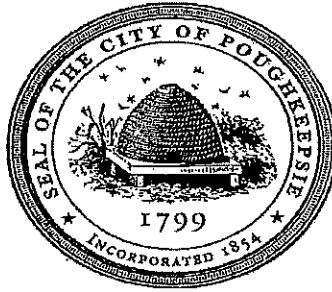
INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

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BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby adopts the purchasing policy of which a copy is attached hereto and made a part of this resolution.

SECONDED BY COUNCILMEMBER CHERRY

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CITY of POUGHKEEPSIE

PROCUREMENT POLICY

Effective January 2, 2019

Hon. Robert G. Rolison
Mayor

Marc S. Nelson
City Administrator

William Brady
Commissioner of Finance

This document is intended to outline the framework for procuring goods and services for the City of Poughkeepsie (City) in a timely manner and, at the same time, assuring the prudent and efficient use of public monies.

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City of Poughkeepsie, NY Procurement Policy Revision date 1/2/2018

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INTRODUCTION

In general, the provisions of the City's Procurement Policy are based on the requirements on General Municipal Law, Sections 103 and 104-b.

In part, GML, Section 103 reads "Except as otherwise expressly provided by an act of the legislature of the municipality, by a local law adopted prior to September 1, 1953, all contracts for public work involving an expenditure of more than Thirty Five Thousand Dollars (\$35,000.00) and all purchase contracts involving an expenditure of more than Twenty Thousand Dollars (\$20,000.00), shall be awarded by the appropriate officer, board or agency of a political subdivision or of any district therein but not limited to a soil conservation district, to the lowest possible bidder furnishing the required security after advertisement for sealed bids in the manner provided by this section."

GML, Section 104-b, states "Goods and services which are not required by law to be procured by political subdivisions or any districts therein pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public monies in the best interests of the taxpayers of the political subdivision or district, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption....."

BIDDING PROCEDURES

Competitive bidding will be utilized whenever required by law or when determined to be in the best interest of the City in accordance with GML, Section 104-b.

General Municipal Law Sections 103 and 104-b require that annual purchase contracts exceeding \$20,000 and public works contracts exceeding \$35,000 be awarded to the lowest responsive bidder meeting the intent of the specifications after public advertising of the request for submission of sealed bids.

In determining the necessity of competitive bidding the aggregate cost of like items or commodities estimated to be purchased citywide in a 12-month period must be considered.

The requesting department, in conjunction with the Purchasing Department, shall be responsible to prepare bidding specifications. All bids received shall include a non-collusion certification, an indemnification agreement, and any and all other required documents as per General Municipal Law. All Requests for Bids or Requests for Proposals are to be advertised for a minimum of five days between the first publication date and the date specified for the bid opening, and shall, at a minimum, contain a description of the goods and/or services being solicited, a statement of the time and place where all bids will be publicly opened and read, the time and place of any pre-bid meetings, and a description of where and how bid documents may be obtained. All bid openings will be conducted at a public meeting, unless otherwise

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City of Poughkeepsie, NY Procurement Policy Revision date 1/2/2018

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specified, and all interested parties may attend. Bid openings will generally take place at scheduled Board of Contract and Supply meetings unless as otherwise noted.

BID PROCESS

For projects or purchases exceeding the bidding threshold, the requesting department shall submit a completed *Request for Bid* form to the Purchasing Agent.

The requesting department(s) shall, in conjunction with the Purchasing Agent, prepare bidding specifications. Specifications should be clearly written. They should provide prospective bidders a common standard by which to be measured, and provide assurance that bidders will be competing on a fair and equal basis. The specifications should indicate the basis by which bids and offers will be evaluated. Specifications should provide prospective bidders with sufficient information for them to formulate bids.

All bids shall include a Non-Collusion Certificate, an Iran Divestment Certification, Indemnification Agreement and all other documents required by General Municipal Law.

A Bid Bond, generally 5% of the bid, may be required on certain projects including service contracts. This bond is intended to protect the City in the event that a bidder refuses to enter into a contract after the contract is awarded or the bidder withdraws his bid before the award.

Performance Bonds in the amount of 100% of the bid are required for all construction projects. This bond offers the City protection in the event of the contractor's failure to perform in accordance with the awarded contract terms.

Prevailing wage rates apply to all projects subject to Articles 8 and 9 of the NYS Department of Labor.

All bids shall be advertised on the Empire State Purchasing Group website, www.bidnetdirect.com/newyork, and on the City website, www.cityofpoughkeepsie.com. Bids for projects or purchases that are federally or state funded may be advertised on the New York State Contract Reporter website, www.nyscr.ny.gov.

On March 10, 2016, The Common Council of the City of Poughkeepsie adopted Resolution R-16-27, *Amending the Purchasing Policy to Encourage Local Employment*. The resolution directs "the Purchasing Agent to consider as a weighted factor the percentage of City of Poughkeepsie residents employed by a business when considering an award of a contract not subject to competitive bidding if such bidder is otherwise deemed responsive and responsible." If a bidder wishes to request this consideration, he/she must make this request specifically in his/her bid response and provide verifiable documentation of the percentage of his/her employees who are City residents.

Any contractor or subcontractor who bids on a construction project having an anticipated value in excess of \$100,000 must have apprenticeship agreements appropriate for the type and scope of work to be performed. The apprenticeship program must have been registered with the New York State Commissioner of Labor in accordance with Article 23 of the Labor Law.

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BID OPENING and AWARD

The Board of Contract and Supply will have the option to reject all bids and re-advertise at its discretion.

All bid openings will be opened publicly and read at the time and place specified in the advertisement for bids unless otherwise specified. Bid openings can be attended by any and all interested parties.

Bids received after the specified bid opening time will not be accepted, and will be returned unopened to the prospective bidder.

Bid openings will generally be scheduled to occur at a meeting of the Board of Contract and Supply (BOCS). The BOCS shall be comprised of the Commissioner of Finance, Deputy Commissioner of Finance, the Commissioner of Public Works or his designee, the Corporation Counsel or his designee, and the City Engineer or his designee. The BOCS shall appoint a recording secretary. The Purchasing Agent will generally be in attendance at bid openings but will have no voting rights and cannot be included in the Quorum.

The following rules will govern:

1. The BOCS will designate any person to open and read the bids aloud.
2. The bids will be recorded in the manner provided by the BOCS and will be reported and reported at the next regular or special meeting
3. Copies of original bids will be provided to the Department Head of the originating department to determine that the bids opened meet the bid specifications
4. A tabulation sheet shall be prepared recording all pricing submitted by responding bidders. The Purchasing Agent will evaluate the bid responses and prepare a bid evaluation. If a Best Value award is to be made, the submittal will be reviewed in accordance with the criteria established and previously designated.
5. The Commissioner of Finance shall determine that sufficient appropriations are contained within the originating department's budget or that other means are available to fund the project or purchase.
6. The BOCS may reject any and all bids that do not meet the bid specification.
7. The originating Department Head will recommend the award and certify in writing that the prospective awardee has submitted a bid or proposal that meets the intent of the bid specifications.
8. The BOCS shall determine the responsibility and responsiveness of the prospective awardee. The originating department will notify any low bidder of a rejection based on a determination that the bidder is not responsible or responsive.
9. A majority of the BOCS must then concur with the award.
10. If federal funds are to be expended for the project or purchase, The Purchasing Agent shall be responsible to determine that the proposed awardee is eligible by all Federal standards.
11. In the event that two or more responsive/responsible bidders submit identical low bids, the BOCS will determine which is awarded the contract.
12. The Purchasing Agent shall draft and submit a proposed contract to the Corporation Counsel for approval. Once approved, the Purchasing Agent will forward three (3) copies of the contract along with a Notice of Award to the awardee for signature and

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required documents. After execution by the awarded, contract will be forwarded to the Mayor for signature. On receipt of all executed contracts, the Purchasing Agent will issue a Notice to Proceed.

13. The Purchasing Agent will Issue the Non-Award Notice(s) and return all bid bonds to the bidder(s) who were not selected.
14. The BOCS may also request that a notice of Intent to Award be issued in the event that additional time is needed before making an actual award.

BID ERRORS

In the event that a submitted bid or proposal contains a unilateral error in calculation, the responder may withdraw the bid or proposal within three days of the bid opening or before the awarding of the contract, whichever is shorter if:

1. The error is of such magnitude that enforcement would be unconscionable, or against the public interest.
2. The bid or proposal was submitted in good faith, and the responder submits credible evidence that the mistake was merely a clerical error.
3. The error in the bid or proposal is due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid or proposal, which error can be clearly shown and;
4. It is possible to maintain the status quo ante, the bid or proposal may be deemed withdrawn and any security returned. Neither the City, its agents or employees, nor members of the Board of Contracts may agree to amend the bid or proposal in order to rectify the error.

BID PROTEST PROCEDURES

There are three basic types of protests based on the time in the procurement cycle when they occur

1. A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date.
2. A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before the award of the contract.
3. A post-award protest is a protest received after award of a contract

Each protest must be in writing and delivered to the Purchasing Agent within ten (10) calendar days of the City's notice of the intent to award, after receipt of the bid/proposal prior to bid opening and shall be addressed as follows:

Bid Protest
Purchasing Agent
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

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Specific contents of a protest shall include the name of the protestor, the solicitation/contract number or description, and a statement of grounds for protest.

The Purchasing Agent shall contact the department responsible for the bid and inform him/her of the bid protest. The department shall gather the relevant information about the solicitation, evaluation and award of the bid and provide it to the Purchasing Agent within ten (10) calendar days of the Bid Protest.

The Purchasing Agent and the BOCS shall review the information relevant to the bid and shall render a decision on the protest, with the advice of the Corporation Counsel, in a prompt manner, but not longer than thirty (30) days after the bid protest was received.

The decision shall contain the action taken and the reason(s) for such action, and shall be mailed by certified mail, return receipt requested, to the protestor at the address set forth in the bid protest. A copy of the decision shall be distributed to the Department, the BOCS, and the Office of the Corporation Counsel. All documentation concerning the bid protest and decision shall be retained by the Purchasing Agent.

An appeal of the decision may be made either by the department or the protestor as applicable. An appeal may be commenced by delivering seven (7) copies of the following within seven (7) calendar days of the release of the decision.

1. A Notice of Appeal to the Purchasing Agent
2. A statement of the nature and the reason(s) for the appeal, including claimed errors
3. A complete set of the documents submitted to the Purchasing Agent.

The Purchasing Agent shall promptly deliver the copies to the BOCS which shall set a hearing date for the appeal to commence, which date shall not be later than forty-five (45) days from the Notice of Appeal. The appellant and respondent will be presented with an opportunity to address the BOCS and may be accompanied by counsel if desired.

Upon the conclusion of the appeal, the BOCS shall issue a decision within thirty (30) days of the conclusion of the appeal. The decision of the BOCS shall be final and conclusive.

The City of Poughkeepsie alone will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibility under its contracts.

BEST VALUE

The Common Council of the City of Poughkeepsie has adopted Local Law No. 14-2 allowing the City's Finance Department the "authority to accept Best Value" in awarding purchasing contracts subject to the requirements of GML, Section 103. The Local Law excludes any purchase contracts necessary for the completion of a public works contract pursuant to Labor Law Article 8.

A "Best Value" award is defined as a basis for awarding contracts "to the offeror which optimizes quality, cost and efficiency among responsive and responsible offerors."

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A determination must be made in writing by the Commissioner of Finance in detailing why a "Best Value" award will be made before the solicitation of bids can occur.

When it has been determined that a "Best Value" award is to be made, the criteria by which the "Best Value" will be evaluated and the process by which the evaluation and selection will be made must also be documented and included in the bid package.

The criteria used to determine Best Value shall be made in advance of the initial receipt of offers, and shall be made on an objective and quantifiable analysis of such criteria. The criteria may include, but is not limited to, any or all of the following:

1. Cost of Maintenance
2. Proximity to the end user if distance and response time is a significant term
3. Durability
4. Availability of replacement parts or maintenance contractors
5. Longer product life
6. Product performance criteria
7. Quality of craftsmanship
8. Price
9. Local preference

REQUEST FOR PROPOSAL

Professional Services, not subject to competitive bidding requirements, may be competitively solicited through the Request for Proposal (RFP) process and awarded subject to a pre-determined set of weighted criteria. RFP's may be advertised similarly to bid advertisements, or they may be selectively directed and solicited from others.

The pre-determined criteria may include, but not be limited to the following:

1. Cost
2. Responsiveness
3. Qualifications
4. Experience
5. Local Preference

Where appropriate, the solicitation shall identify the relative importance and/or weight of each criterion identified.

A criteria evaluation team should be identified before solicitation.

The basis for award should be documented in the procurement file in advance of the initial receipt of offers.

WICKS GML, Section 101

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Separate specifications for all contracts for the erection, construction, reconstruction, or alteration of buildings when the entire cost exceeds \$500,000.00 be prepared so as to permit separate bidding for:

1. Plumbing and gas fitting
2. Steam heating, hot water heating, ventilation and air conditioning apparatus; and
3. Electric wiring and standard illumination fixtures.

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General Municipal Law, Section 104(b), requires that procedures be implemented to insure that municipal governments make the most prudent use of public monies.

The Common Counsel has enacted the following regarding the purchase of goods and services that do not have to be competitively bid, but that are intended to ensure that goal.

PURCHASE CONTRACT	
ESTIMATED COST	REQUIREMENT
\$ 0.00 - \$1,999.99	No Request for Authorization – No Requirement to get quotes – No Purchase Order Required
\$2,000.00 - \$4,999.99	No Request for Authorization – No Requirement to get quotes - Purchase Order Required
\$5,000.00 - \$9,999.99	Request for Authorization and 2 Written or Electronic Quotes – Purchase Order Required
\$10,000.00 - \$19,999.99	Request for Authorization – 3 Written or Electronic Quotes – Purchase Order Required
\$20,000.00 and above	Formal Advertised Bid

PUBLIC WORKS CONTRACT	
ESTIMATED COST	REQUIREMENT
\$ 0.00 - \$1,999.99	No Request for Authorization – No Requirement to get quotes – No Purchase Order Required
\$2,000.00 - \$4,999.99	No Request for Authorization – No Requirement to get Quotes - Purchase Order Required
\$5,000.00 - \$9,999.99	Request for Authorization - 2 Written or Electronic Quotes – Purchase Order Required
\$10,000.00 - \$34,999.99	Request for Authorization – 3 Written or Electronic Quotes – Purchase Order Required
\$35,000.00 and above	Formal Advertised Bid

Department Heads have the responsibility, first and foremost, to manage to their respective budgets as adopted by the Common Council. Department Heads must first determine whether

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City of Poughkeepsie, NY Procurement Policy Revision date 1/2/2018

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the item or service to be acquired is a Purchase or a Public Works contract. Then, based on the estimated cost of that product or service, determine from the chart above what documentation is required to make the purchase. Requests for Authorization, Quotes, and Purchase Orders need to be obtained and processed **BEFORE** the purchase is made. Any purchase made that does not conform to the following procedure is null and void and the employee responsible for the purchase may be subject to disciplinary action.

EXCEPTIONS to the COMPETITIVE BIDDING REQUIREMENT

1. Purchases through the NYS Office of General Services
2. Purchases under county or other municipal contract (Piggybacking). In the interest of increased efficiency, the purchase of goods and services through the NYS Office of General Services contracts or the "Piggybacking" on contracts existing through the Dutchess County Office of Central Services or those of other political subdivisions is strongly encouraged. The use of the competitive bidding process for the purchase of commodities otherwise readily available through these contracts will not be utilized except under extraordinary circumstances. The extraordinary circumstances must be documented by the originating department and approved, in writing, by the City Administrator.
3. Professional Services which do not lend themselves to competitive bidding subject to the following guidelines:
 - a. Service is subject to New York State Licensing or testing requirements
 - b. Substantial formal education or training is a necessary prerequisite to the performance of the service
 - c. Performance of the service would require a personal relationship between the entity and municipal officials

Professional Services are not subject to competitive bidding, but subject to the guidelines of General Municipal Law, Section 104-b, should require the issuance of a Request for Proposal and evaluation of all proposals received before a contract is offered.

4. "Sole source supplier" shall mean a manufacturer, software developer, or service provider that sells direct and there are no other sources offering an "or equal". For consideration of sole source status, the entity must provide to the Purchasing Agent a letter, on official letterhead, detailing their sole source status.
5. Single source supplier is defined as a distributor/wholesaler/retailer that has a contractual agreement to provide services within a specific geographic territory to the exclusion of all others. For consideration of single source status, the entity must provide to the Purchasing Agent a letter, on official letterhead, detailing their single source status.

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6. Emergencies defined as arising out of an accident or other unforeseen occurrence of condition whereby circumstances affecting public buildings, public property, or the life, health, safety of property of the inhabitants of the City of Poughkeepsie require immediate action which cannot await the competitive bidding process. An Emergency Declaration, signed by the Mayor of the City of Poughkeepsie, is required to be forwarded to the Purchasing Agent. Lack of anticipation or planning cannot be deemed as cause for the Emergency Declaration.
7. Purchases through agencies for the blind and/or severely handicapped.
8. Goods made by correctional facilities (Corecraft)
9. Second-hand goods or surplus from Federal, State or other political subdivision.
10. Products offered by the Federal Government, Government Services Administration (GSA) Schedules 70 & 84, 1122 Public Safety Purchasing Program, NJPA, and other cooperative agreements.
11. Leases defined as true leases, not installment purchases
12. Work performed by municipal employees under municipal cooperation agreements.

STANDARDIZATION – GENERAL MUNICIPAL LAW, Section 103(5)

Bidding for a particular brand or model requires that the Common Council adopt a resolution explaining the reason for standardization by a 3/5 vote.

Guidelines:

1. A substantial amount of equipment of the same make is presently being used by the municipality and uniformity of the make is essential to economy of efficiency
2. Service facilities are peculiarly adapted to the handling of a particular make of equipment and cannot be converted economically
3. The municipality has on hand a substantial supply of spare parts for a particular make of equipment and they cannot be disposed of except at a substantial loss.
4. The design, plan or method of construction of an installation is particularly suited to a particular make of equipment and cannot be altered economically.
5. Local geographic or atmospheric conditions require the use of a particular make of equipment to the exclusion of all others.
6. Employees are trained to operate one make of equipment and cannot be trained economically to operate other makes

The adoption of such a resolution does not eliminate the necessity for conformance to the competitive bidding requirements. Standardization restricts the purchase to a specific model or type of equipment, but does not limit the vendors it can be purchased from.

Standardization should be used very sparingly and only after careful consideration of the ramifications to future purchases and maintenance costs as this tends to reduce or, in some way, eliminate completely competition thus causing the City more than it may save by standardizing.

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PROCUREMENT CARDS

The intent of the Procurement Card (P-Card) Program is to provide a streamlined process for the procurement of goods and services costing less than \$999.00. Department Heads are responsible for designating which employees are given P-Cards, distributing a Procurement Card Program Policy to each designated employee, enforcing the Procurement Card Program Policy, and insuring that all purchases made by the card are accounted for on an expense report.

All employees should refer to the separate Procurement Card Program Policy and are responsible for compliance.

STANDARDS OF CONDUCT

Any City employee who has, will have, or acquires an interest in, any actual or proposed contract with the City of Poughkeepsie of which he/she is an officer or employee, shall publicly disclose the nature of such interest in writing to the Board of Contract Supply as soon as he/she has knowledge of and actual or prospective interest. This written disclosure will be made part of the official minutes of the Board of Contract Supply. If an officer or employee of the City of Poughkeepsie has a reason to believe that he/she may have a conflict of interest, the office of the Corporation Counsel should be contacted immediately.

Employees shall not engage in outside employment which is inconsistent with their City responsibilities. For example, furnishing advice or services to a firm bidding on or planning to bid on a contract with the City of Poughkeepsie, or which is presently doing business with the City.

No employee, officer, agent, immediate family member, or Board member of the City of Poughkeepsie shall participate in the selection, award, or administration of a contract with the City if a conflict of interest real or apparent, would be involved.

City of Poughkeepsie employees, officers, agents, or Board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements with the City.

Employees occupying position which are directly involved in the City of Poughkeepsie procurement process are required to disclose any interest in businesses which engage in bid activities with the City.

Failure to abide by these Standards of Conduct will result in disciplinary action, up to and including termination. If said employee is a member or a union and is bound by a collective bargaining agreement with the City of Poughkeepsie, the sanctions undertaken will be addressed within the agreement.

PURCHASING RESPONSIBILITY

City of Poughkeepsie, NY Procurement Policy Revision date 1/2/2018

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R19-06						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

7. A motion was made by Councilmember Petsas and seconded by Councilmember Lorraine Johnsons to receive and print.

RESOLUTION
(R-19-7)

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

BE IT RESOLVED, that the "Poughkeepsie Journal" a newspaper published in the City of Poughkeepsie, be and is hereby designated as the official newspaper of the City of Poughkeepsie for the year 2019.

SECONDED BY COUNCILMEMBER CHERRY

R19-07						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

8. A motion was made by Councilmember Randall Johnson and seconded by Councilmember Cherry to receive and print.

RESOLUTION
(R19-8)

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

BE IT RESOLVED, that the amount of the faithful performance duty bond, to be executed by the Commissioner of Finance as City Treasurer, and filed in the Dutchess County Clerk's Office, pursuant to Section 2.12 of the Administrative Code of the City of Poughkeepsie, be and the same hereby is fixed at the sum of Five Thousand (\$5,000) Dollars; and be it further

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RESOLVED, that the amount of the faithful performance duty bond, to be executed by the City Chamberlain and filed in the Dutchess County Clerk's Office, pursuant to Section 2.12 of the Administrative Code of the City of Poughkeepsie be and the same hereby is fixed at the sum of Five Thousand (\$5,000) Dollars; and it is further

RESOLVED, that the amount of the faithful performance duty bond to be executed by the Clerk of the City Court and filed in the Dutchess County Clerk's Office pursuant to Section 5 of the Act Creating a City Court in and for the City of Poughkeepsie, New York, be and the same hereby is fixed at the sum of Five Thousand (\$5,000) Dollars; and be it further

RESOLVED, that the Commissioner of Finance be and s/he hereby is empowered and directed to procure a public employee's faithful performance blanket position bond in the sum of Five Thousand (\$5,000) Dollars covering every officer and employee of the City, with excess coverage in the amount set opposite the following office and position:

Collection in Department of Finance,
Treasury Division..... \$20,000;

and it is further

RESOLVED, that all the premiums which may become due on said bonds during the year 2018 shall be paid by the City as a proper City expense.

SECONDED BY COUNCILMEMBER CHERRY

R19-08						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☐	☐	☐	☒
	Chairwoman Finney	Voter	☒	☐	☐	☐

V. ADJOURNMENT:

A motion was made by Councilmember Petsas and Councilmember Johnson moved to adjourn meeting at 4:16 p.m.

Dated: March 21, 2019

I hereby certify that this true and correct copy of the Minutes of the Organizational Meeting held on Monday, January 2, 2019 at 4:00 p.m.

Respectfully submitted,
Deanne L. Flynn
City Chamberlain

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides sufficient information; and
6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and for purposes of SEQRA the Common Council's action is limited to the sale of the Property and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

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SECONDED BY COUNCILMEMBER RANDALL JOHNSON

R 19-09			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

2. A motion was made by Councilmember Petsas and seconded by Councilmember Randall Johnson to receive and print.

**RESOLUTION
(R-19-10)**

INTRODUCED BY COUNCILMEMBER PETSAS

WHEREAS, the City of Poughkeepsie is the owner of real property located at 35 Catherine Street and known as Tax Map No.: 6162-78-157094 which is hereinafter referred to as the "Property"; and

WHEREAS, the Property was offered for sale by a Request for Proposal in which the City sought qualified proposals to develop the vacant parcel that is currently used as a surface parking lot; and

WHEREAS, the City received one (1) response from The Kearney Realty & Development Group ("Kearney" or "Purchaser") who proposes to construct "Crannell Square" that will consist of approximately 75 residential units with an option to also construct no more than 10,000 square feet of commercial/retail space (the, "Project"); and

WHEREAS, Kearney has offered to purchase the property for \$462,000; and

WHEREAS, the Administration of the City of Poughkeepsie, supports the Project and recommends the sale of the Property to Kearney; and

WHEREAS, the Common Council hereby finds it is in the best interests of the City of Poughkeepsie to approve the offer from Kearney; and

WHEREAS, the Common Council's action to sell this property is contingent upon Kearney obtaining proper land development approvals for the proposed Project contained in the Request for Proposal response dated October 19, 2018 and for purposes of SEQRA, this action is limited to the authorization to sell the Property and shall not be deemed to constitute an approval of the Project; and

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WHEREAS, the Common Council by Resolution (R-18-106) officially makes a determination of non-significance in that the proposed sale is not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary

NOW, THEREFORE,

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

RESOLVED, that the offer from The Kearney Realty & Development Group to purchase the parcel(s) in the City of Poughkeepsie and known as 35 Catherine Street, Grid #(s) 6162-78-157094 for the sum of \$462,000.00 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

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

- A. the conveyance of title and the payment of the purchase price shall take place within one (1) year of the date of this resolution, unless the Corporation Counsel shall grant such extension as he deems appropriate; and**
- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title; and**
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record; and**
- D. Purchaser agrees that he shall not use the agreed upon purchase price as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and**
- E. Purchaser shall within (1) year of the date of this resolution obtain all necessary land development approvals necessary to construct a residential development containing approximately 75 apartments or a mixed use building containing approximately 75 apartments and no more than 10,000 square feet of commercial/retail space; and**
- F. Purchaser's development shall be consistent with its Request for Proposal Response dated October 19, 2018; and be it further**

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

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

R 19-10						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

3. A motion was made by Councilmember Petsas and seconded by Councilmember Randall Johnson to receive and print.

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R19-11)**

INTRODUCED BY COUNCILMEMBER PETSAS

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at 263 Church Street and identified as Tax Map No.: 6161-22-214935; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and

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3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides sufficient information; and
6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

R 19-11						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

4. A motion was made by Councilmember Petsas and seconded by Councilmember Randall Johnson to receive and print.

Councilmember Cherry made a motion to amend the sale price to \$7,500, Councilmember Flowers seconded the motion. Approved 8-0

**RESOLUTION
(R19-12)**

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INTRODUCED BY COUNCILMEMBER PETSAS

WHEREAS, the City of Poughkeepsie is the owner of 263 Church Street and more particularly known as Tax Map No.: 6161-22-241935 (the, "Property"); and

WHEREAS, the Property is an improved by a two-family vacant residence; and

WHEREAS, the city has received an offer to purchase the Property from Hamar Clarke; and

WHEREAS, the city is desirous of selling the Property to Hamar Clarke under a development agreement to rehabilitate the building back to a two-family residence; and

WHEREAS, Hamar Clarke has offered to purchase the Parcel for \$6,950 and the Common Council has determined that to be fair and just compensation; and

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

NOW, THEREFORE,

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

RESOLVED, that the offer from Hamar Clarke to purchase the premises identified as Tax Map No.: 6161-22-241935 in the City of Poughkeepsie for the sums of \$6,950 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

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

- A. the conveyance of title and the payment of the purchase price shall take place within thirty days of the date of this resolution, unless the Corporation Counsel shall grant such extension as he/she deems appropriate;**
- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;**

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- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record;
- D. Purchaser shall execute a Developer Agreement setting forth an agreement for rehabilitation requiring the Purchaser obtain a building permit for the rehabilitation of the property within 60 days of Closing of Title and obtaining a final Certificate of Occupancy within 1 year of obtaining a building permit.
- E. Purchasers agree that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and

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

SECONDED BY COUNCILMEMBER RANDALL JOHNSON

R 19-12						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☐	☐	☐	☒
	Councilmember Cherry	Voter	☒	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

X. ADJOURNMENT:

A motion was made by **Councilmember** and seconded by **Councilmember** to adjourn the meeting at 4:29 p.m.

Dated: March 22, 2019

I hereby certify that this true and correct copy of the Minutes of the Special Common Council Meeting held on Wednesday, January 2, 2019 at 4:15 p.m.

Respectfully submitted,
Deanne L. Flynn
 City Chamberlain

PLEASE PRINT OR TYPE FORM CLEARLY

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

**NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK**

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 MAR 26 PM 1:12

TODAY'S DATE: 3/26/19

NAME AND ADDRESS OF EACH CLAIMANT:

Andrew Costa
849 Violet Avenue
Hyde Park N.Y. 12538

TELEPHONE NUMBER: 845-559-9015

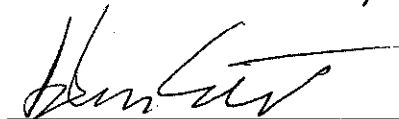
NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

On March 25, 2019 a City of Poughkeepsie garbage truck backed into my Chevy Van. The accident occurred at 107 Smith St. Amount claimed is \$4,821.21. Please see estimate from Caliber Collision.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Front end of my 2009 Chevy Van. Please see attached estimate.



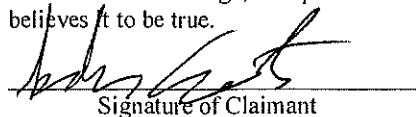
Signature of Claimant

NA

Signature of Claimant

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

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



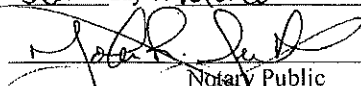
Signature of Claimant

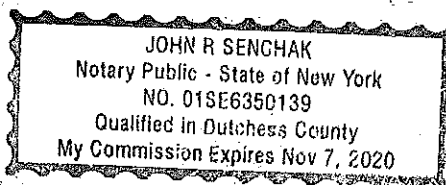
NA

Signature of Claimant

Sworn to before me this

26th day of March, 2019


Notary Public



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

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
SPR29CMDKV	2019-11066	03/25/2019	10:26 AM	2	POUGHKEEPSIE, CITY OF - 1402 107 SMITH ST
Police Agency		Officer's Name/Badge ID#			
POUGHKEEPSIE CITY PD - 01302		KANE DALE E 23			

VEHICLE # 001

Operator's Name		Date of Birth	Address	
FILBURT ELLIS H		11/15/1973	61 TAFT AVE 3	
City/State/Zip		Motorist I.D.#	Vehicle Year and Make	License Plate # and State
POUGHKEEPSIE NY 12603		435583265	2010 INTE	AG9603 NY
Vehicle Type	Insurance Code and Company		Vehicle Owner	
DUMP	997 - SELF-INSURER		POUGHKEEPSIE;CITY	
Vehicle Towed By			Vehicle Towed To	

Miscellaneous Notes

VEHICLE # 002

Operator's Name		Date of Birth	Address	
PARKED & UNOCCUPIED				
City/State/Zip		Motorist I.D.#	Vehicle Year and Make	License Plate # and State
			2007 CHEV	GWM4993 NY
Vehicle Type	Insurance Code and Company		Vehicle Owner	
SUBN	639 - GEICO GEN INS CO		COSTA ANDREW M	
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.

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

CALIBER COLLISION

CALIBER - POUGHKEEPSIE

RESTORING THE RHYTHM OF YOUR LIFE
487 HAIGHT AVE, POUGHKEEPSIE, NY 12603
Phone: (845) 486-7500
FAX: (845) 486-7673

Workfile ID: 8069577b
Federal ID: 33-0730794
State ID: 7124485

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	Estimator:	Christopher Bawol
Costa, Andrew	SELF PAY	Phone:	Create Date:	3/26/2019
		Claim:		
		Loss Date:		
		Deductible:		

2007 CHEV Express Passenger 2500 135" WB RWD (Fleet) 3D VAN 8-6.0L Gasoline SFI blu

VIN: 1GAGG25U071173614	Interior Color: blk	Mileage In: 170,000	Vehicle Out:
License:	Exterior Color: blu	Mileage Out:	
State:	Production Date:	Condition: Good	Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER						
2	E01	Remove/Replace	O/H front bumper				1.3T	Body	
3	E01	Remove/Replace	Bumper painted	1	299.95T	OEM	0.0T	Body	
4	E01	Remove/Replace	Step pad	1	136.68T	OEM	0.0T	Body	
5	E01	Remove/Replace	RT Mount bracket w/heavy duty	1	138.87T	OEM	0.0T	Body	
6	E01	Remove/Replace	RT Side brace	1	20.02T	OEM	0.0T	Body	
7	E01	Remove/Replace	RT Upper support	1	70.85T	OEM	0.0T	Body	
8	E01		GRILLE						
9	E01	Remove/Replace	Grille	1	387.95T	OEM	0.0T	Body	
10	E01		FRONT LAMPS						
11	E01	Remove/Replace	RT H'lamp capsule	1	67.00T	OEM	0.3T	Body	
12	E01	Remove/Replace	Aim headlamps				0.5T	Body	
13	E01	Remove/Replace	RT H'lamp capsule adjuster	1	10.00T	OEM			
14	E01	Remove/Replace	RT Park lamp	1	76.98T	OEM	0.0T	Body	
15	E01		RADIATOR SUPPORT						
16	E01	Remove/Replace	Radiator support w/o chrome grille	1	466.65T	OEM	5.5T	Body	
17	E01	Remove/Replace	Evacuate & recharge				1.4T	Body	
18	E01	Remove/Replace	Add for oil cooler				0.2T	Body	
19	E01	Remove/Replace	W/aux trans cooler				0.4T	Body	
20	E01	Remove/Replace	Add for AC option				0.5T	Body	
21	E01	Remove/Replace	RT Upper brace	1	20.40T	OEM	1.0T	Body	0.5T
22	E01	Remove/Replace	RT Diagonal brace	1	37.35T	OEM	0.2T	Body	
23	E01		AIR CONDITIONER & HEATER						
24	E01	Remove/Replace	Condenser	1	185.12T	OEM	0.0T	Body	

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

3/26/2019 8:57:09 AM

Estimate

RO Number:

2007 CHEV Express Passenger 2500 135" WB RWD (Fleet) 3D VAN 8-6.0L Gasoline SFI blu

25	E01		HOOD					
26	E01	Remove/Replace	Hood	1	319.10T	OEM	0.9T Body	2.4T
27	E01		Add for Clear Coat					1.0T
28	E01		Add for Underside(Complete)					1.2T
29	E01		Add for Clear Coat					0.2T
30	E01	Remove/Install	Seal to cowl				0.2T Body	
31	E01	Remove/Install	Insulator				0.0T Body	
32	E01	Remove/Install	Latch				0.0T Body	
33	E01	Remove/Install	Cover				0.0T Body	
34	E01		FENDER					
35	E01	Repair	RT Fender				4.0T Body	2.0T
36	E01		Overlap Major Adj. Panel					(0.4)T
37	E01		Add for Clear Coat					0.3T
38	E01	Remove/Install	RT Extension				0.4T Body	
39	E01		ELECTRICAL					
40	E01	Remove/Install	Antenna mast				0.3T Body	
41	E01		Diagnostic Pre-Scan	1	40.00T	Other	0.5T Body	
42	E01		Diagnostic Post-Scan	1	80.00T	Other	0.5T Body	
43	E01	Repair	Disconnect Battery Cable				0.5T Mech	
44	E01	Repair	Body Pull				1.0T Body	
45	E01	Remove/Replace	Corrosion Protection Primer	1	10.00T	Other	0.3T Body	
46	E01		De-Nib and Polish	1	15.00T	Other	1.0T Body	
47	E01		Cover Car for Overspray	1	10.00T	Other	0.3T Body	

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					2,391.92
Labor, Body			65.00	20.7	1,345.50
Labor, Refinish			65.00	7.2	468.00
Labor, Mechanical			75.00	0.5	37.50
Material, Paint			30.00	7.2	216.00
Subtotal					4,458.92
Sales Tax					362.29
Grand Total					4,821.21
Net Total					4,821.21

Estimate Version	Total \$
Original	4,821.21

Insurance Total \$:	4,821.21
Received from Insurance \$:	0.00
Balance due from Insurance \$:	4,821.21

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

Estimate

RO Number:

2007 CHEV Express Passenger 2500 135" WB RWD (Fleet) 3D VAN 8-6.0L Gasoline SFI blu

Customer Total \$:	0.00
Received from Customer \$:	0.00
Balance due from Customer \$:	0.00

TERMS AND CONDITIONS OF REPAIR SERVICES

1. Payment Upon Completion and Authority to Endorse Checks. Customer agrees that he/she is fully responsible & liable for timely payment of all charges for labor, parts, material & accessories, sublet repairs, and any other charges incurred under these Terms & Conditions, and payment in full shall be made prior to the release of the vehicle. To facilitate timely payment, Customer hereby authorizes Caliber & its authorized employees, to act in Customer's place for the purpose of endorsing, on Customer's behalf, all insurance checks made payable to Caliber and Customer, or to Customer, regarding authorized repairs to the vehicle described in this agreement with such limited authorization terminating upon full payment for the repairs of the vehicle.

A. Notice of Right to Inspect Repairs Before Making Payment. Customers of this shop or his/her insurance company have the right to inspect the repaired vehicle before paying for the repairs.

B. Authorization to Repair. I, being the true and lawful owner of the vehicle identified above or the authorized representative of the owner of the vehicle identified above hereby authorize repairs to this vehicle as per attached estimate or repair order.

C. Storage Notice: Customers of this facility are hereby notified that we charge storage at the rate customary for the area but not to exceed \$45.00 per day inside and \$25.00 per day outside on vehicles left at our facility that we do not repair and on repaired vehicles left at our facility for more than 20 days after being notified that the vehicle is ready to be picked up.

D. Estimated Date of Delivery Notice: Estimated Date of Delivery: Estimated date of delivery may change due to parts delay or backordered parts, weather conditions, insurance related delays or unforeseen and uncontrollable factors.

Customer Initials: _____

2. Additional Repairs. Customer may authorize Caliber to conduct additional repairs that are discovered following closer inspection or disassembly orally, in written form, or via electronic messaging & all such additional repairs shall be listed on the final invoice.

3. Sublet Repairs, Repair Location and Authority to Operate Vehicle. Customer acknowledges & authorizes Caliber, including its subcontractors & employees, as Caliber deems appropriate, to: perform portions of the repairs through use of subcontractor(s) hired by Caliber; conduct repairs at another Caliber facility; and, operate the vehicle, including use on public streets, for the purposes of including, but not limited to, inspecting, testing, pick-up, delivery, & facilitating repairs.

4. Damage or Theft. Customer acknowledges and agrees that Caliber is not responsible for & does not accept any liability for the theft, or damage to, the vehicle, or any personal property left in the vehicle, that is not a direct result of Caliber's gross negligence. Customer acknowledges that said property is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss related to theft, fire or vandalism while the property remains with Caliber. Customer further acknowledges that all personal property has been removed from the vehicle, and that Caliber, its employees and its subcontractors are not responsible for inspection thereof.

5. Lien Sale for Abandoned Vehicles. In addition to any and all other available legal & equitable remedies, Caliber may, in accordance with applicable state law, begin lien sale proceedings & sell the vehicle by way of a public auction.

6. DISPUTE SETTLEMENT AND ARBITRATION. CUSTOMER & CALIBER ACKNOWLEDGE AND AGREE THAT IN THE EVENT A DISPUTE OR CONTROVERSY ARISES CONCERNING THIS AGREEMENT OR THE REPAIRS TO THE VEHICLE, CUSTOMER & CALIBER SHALL FIRST ATTEMPT IN GOOD FAITH TO SETTLE THE DISPUTE BY MEDIATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER OR COMMERCIAL MEDIATION PROCEDURES, AS APPLICABLE. IN THE EVENT THAT THE MATTER IS NOT SETTLED BY MEDIATION AS PROVIDED FOR IN THIS PARAGRAPH, CUSTOMER & CALIBER AGREE THAT SUCH DISPUTE OR CONTROVERSY SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSUMER OR COMMERCIAL ARBITRATION RULES, AS APPLICABLE. CUSTOMER HEREBY ACKNOWLEDGES THAT A COPY OF SUCH RULES, A GUIDE TO THE APPLICABLE PROCEDURES AND INFORMATION NOTING THE NEAREST AMERICAN ARBITRATION ASSOCIATION LOCATION IS AVAILABLE FOR CUSTOMER'S REVIEW AT www.adr.org/aaa/faces/rules. CUSTOMER MAY ALSO CONTACT THE AMERICAN ARBITRATION ASSOCIATION AT 212-484-4181 or 888-855-9575. JUDGMENT ON THE ARBITRATION AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF EITHER CUSTOMER OR CALIBER ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY, WHETHER ON BEHALF OF THE GENERAL PUBLIC, OTHER CALIBER CUSTOMERS OR OTHER PERSONS SIMILARLY SITUATED. NOTWITHSTANDING THE FOREGOING, CALIBER AND CUSTOMER AGREE THAT CLAIMS ARISING UNDER THE MAGNUSON-MOSS WARRANTY ACT ("MMWA"), SHALL BE MEDIATED BUT SHALL NOT BE ARBITRATED. IF MEDIATION DOES NOT RESOLVE A CLAIM UNDER THE MMWA, THE CUSTOMER MAY PURSUE THE MMWA CLAIM, AND ONLY THE MMWA CLAIM, IN COURT. ANY CLAIMS NOT UNDER THE MMWA SHALL

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RO Number:

2007 CHEV Express Passenger 2500 135" WB RWD (Fleet) 3D VAN 8-6.0L Gasoline SFI blu

BE ARBITRATED AS SET FORTH HEREIN. IN THE EVENT THE CUSTOMER DOES BRING AN MMWA CLAIM IN COURT, CUSTOMER AND CALIBER EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AS TO SUCH CLAIM.

7. Limited Warranty. Subject to the obligations and exclusions below, Caliber warrants the repairs against defects in materials and workmanship for the applicable period of time set forth in Section 7(A) During such time, Caliber will repair or replace any parts which prove to be defective by reason of improper workmanship or materials without charge for parts or labor relating thereto, subject to the terms and conditions herein, including, but not limited to Section 7(C) below. All warranty repairs must be performed at one of Caliber's facilities. If the vehicle is outside Caliber's market area, the warranty repairs may be performed at any repair facility nationwide that is approved in advance by Caliber.

A. Warranty Period. Non-Transferability & Non-Assignability. Except as otherwise provided herein, Caliber warrants the repairs and paint only to Customer and for only as long as Customer owns the vehicle, but in no event for less than sixty (60) days. Customer may not expressly or implicitly transfer or assign any rights granted under this limited warranty.

B. Defects in Manufacturer's Parts, Material or Accessories. In certain instances Caliber may use parts, materials or accessories in its repairs that have been procured from third-party manufacturers and/or suppliers. In such instances, Caliber warrants such parts, materials or accessories only to the extent that the third-party manufacturer or supplier's warranties apply to Caliber.

C. Limitations and Exclusions. This limited warranty does not apply to repairs necessitated by any cause beyond the reasonable control of Caliber, including any defects, damage or malfunctions caused by or resulting from unauthorized service or parts, improper or inadequate vehicle maintenance, use for which any parts or accessories were not designed or approved, alterations, accidents, modification of repairs, subsequent repairs performed by a party other than Caliber (except as set forth in this Section 7), abuse, misuse, neglect, or acts of God. Any and all disputes related to this section shall be resolved according to the procedures set forth in Paragraph 6 above.

D. Environmental Damage. This limited warranty does not apply to damage caused by chemicals, tree sap, road salt, sand, rocks, pebbles, hail, windstorms, sun, pollution or other environmental factors or road hazards that may damage cloth, leather, plastic, wood, vinyl, paint, chrome, upholstery and/or convertible tops.

E. Waiver of Right to Return of Replaced Auto Parts. A customer of this shop has the right to receive the replaced parts from vehicle. Customer is hereby notified that there will be a \$25.00 fee per day for storing the replaced parts commencing on the date the vehicle is delivered or the date the repairs are paid for, whichever comes first if the parts is not picked up by customer at that time.

By initialing I am waiving my right to receive the replaced parts. Customer Initials: _____

8. DISCLAIMERS. THE FOREGOING PARAGRAPH 7 IS THE COMPLETE LIMITED WARRANTY FOR CALIBER REPAIRS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER EXPRESS WARRANTIES ARE MADE WITH RESPECT TO CALIBER REPAIRS IN NO EVENT WILL CALIBER BE LIABLE TO THE CUSTOMER OF THE VEHICLE DESCRIBED IN THIS AGREEMENT, FOR ANY COMMERCIAL DAMAGES, EXPENSES, LOST REVENUES, LOST SAVINGS OR ANY OTHER SPECIAL, INDIRECT INCIDENTAL OR CONSEQUENTIAL LOSSES OF A COMMERCIAL NATURE WHATSOEVER, EVEN IF CALIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT ANY PART OF THIS LIMITED WARRANTY IS IN CONFLICT WITH APPLICABLE LAW, CALIBER WILL FOLLOW APPLICABLE LAW.

9. Entire Agreement, Headings, Validity. Customer acknowledges that he/she has not been induced to authorize repairs by any representation or warranty not set forth in this agreement. This is the entire agreement between Caliber & Customer, and supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. This agreement may only be modified in writing, signed by Caliber & Customer, either through manual or digital signatures.

Customer Signature: _____ Date: _____

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: 3/13/19

NAME AND ADDRESS OF EACH CLAIMANT:

Ariana Peterman
33 Patricia Lane, Clinton Corners, NY, 12514

TELEPHONE NUMBER: (845) 264-5988

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

I was driving on Smith St coming towards the light at Weed St. & hit a pothole. It was at 7:20 am on 2/19/19. The tire was not able to be fixed. The blower # is 2019-6594. It cost \$136.25 to replace.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Ariana Peterman
Signature of Claimant

Ariana Peterman
Signature of Claimant

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

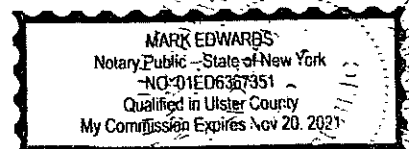
ARIANA ROSE PETERMAN being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those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

Signature of Claimant

Signature of Claimant

Sworn to before me this
13th day of March, 2019

[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.

STOFA'S COLLISION, INC. FACILITY # 7120224

6 NORTH CLINTON ST,
POUGHKEEPSIE NY 12601

845-452-7351

NAPA Auto Care has a limited Nationwide Warranty
Need a tow? Call Dingee's Towing at (845) 483-1000.CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 MAR 18 PM 4:01

2/21/2019 1:45 PM

page 1

Invoice #12835

PETERMAN, ARIANA

Vehicle : 2010 Mercedes-Benz E350 3.5 L 3498 CC V6 DOHC 24

VIN : WDDHF8HB4AA108967

Created : 2/20/2019 10:48:56 AM

Complete : 2/21/2019 1:32:08 PM

Invoiced : 2/21/2019 1:32:08 PM

Srv Writer: BS

Day Phone : 845-264-5988

Tag/State : HYN-5087 / NY

Color : White

Odometer In : 0

Odometer Out : 162096

Qty	Code/Tech*	Reference	Description	Condition	Unit Price	Price
1	OEM	93680	IRONMAN IMOVE GEN 2 A/S 245-45-17		\$118.00	\$118.00
			REPLACED RIGHT FRONT TIRE.			
1	RYAN*	NTI	NEW TIRE INSTALLATION		\$0.00	\$0.00
1	RYAN*	DISP	TIRE DISPOSAL		\$2.75	\$2.75
1	RYAN*	NTMB	NEW TIRE MOUNT AND BALANCE		\$0.00	\$0.00
1	-	NYTT	NEW YORK STATE TIRE TAX		\$2.50	\$2.50
Labor						\$2.75
Parts						\$118.00
Sublet/Misc.						\$0.00
Shop Supplies						\$2.95
Charges						\$2.50
Sales Tax						Tax @ \$123.70 * 8.1250%
						\$10.05
Total Due						\$136.25

Tech	Certification #
RYAN	

Recommended Service

Service / Notes	Due	Interval
LUBE, OIL, AND FILTER CHANGE	on 2/21/2019	(Every 3000 miles or 3 months)
NEW YORK STATE SAFETY/EMISSIONS INSPECTIONS	on 2/21/2019	(Every 12 months)

I hereby authorize the repair work herein set forth to be done along with the necessary material and 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. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. All Vehicles left over 48 hrs. after repairs are completed WILL INCUR A \$65.00 PER DAY STORAGE FEE. 12 Month or 12,000 Mile Warranty On Repairs.

Customer Signature _____

Ariana Peterman
33 Patricia Lane
Clinton Corners, NY 12514
(845) 264-5988

To Whom It May Concern,

3/19/19

Hello, my name is Ariana Peterman and I am a college student at SUNY New Paltz. Given the fact that I am a commuter, it is vital that I have a reliable way of getting to school everyday. That is why I saved up my money and purchased four brand new tires at the beginning of the winter to make sure I can get through my commute safely.

On the morning of February 19th, I hit a pothole on Smith Street. My tire could not be plugged because the sidewall was destroyed. I had to drive to school on a donut, and missed a very important exam. I filed a report with the City of Poughkeepsie Police Department (#2019-6594), and they were well aware of the severity of that pothole.

Since I am a full time college student, I do not have the funds to replace such a big expense. I would really appreciate it if you would kindly reimburse my bill from Stofa's for the replacement in the amount of \$136.25. Thank you for your consideration.

Sincerely,



Ariana Peterman

CITY OF Poughkeepsie
CITY CHAMBERLAIN
2019 MAR 18 PM 4:01

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: 3/14/19

NAME AND ADDRESS OF EACH CLAIMANT:

Sean P Durrian 18 Amhurst Street, Red Hook, NY 12571

TELEPHONE NUMBER: 845-616-8471

NAME AND ADDRESS OF ATTORNEY (IF ANY):

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

Department of Public Works snow plow collided with my 2016 Chevy Cruze LT.
Location: Main Street, Poughkeepsie, NY municipal lot. Time: Sunday, March 10th,
early morning, prior to 10am.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Rear, Right Tail/light, Rear bumper

[Signature]
Signature of Claimant

[Signature]
Signature of Claimant

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

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

[Signature]
Signature of Claimant

[Signature]
Signature of Claimant

Sworn to before me this
14th day of March, 2019

[Signature]
Notary Public

EDWARD L. FREER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02FR6361580
Qualified In Dutchess County
My Commission Expires 07-10-2021

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
2019 MAR 14 PM 1:39

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Code
19-9099
09999B193G

☐ AMENDED REPORT

CITY OF Poughkeepsie
CITY CHAMBERLAIN

1	Accident Date Month 3 Day 10 Year 2019	Day of Week Sunday	Military Time 09:09	No. of Vehicles 2	No. Injured 0	No. Killed 0	Not Investigated at Scene ☐ Left Scene ☒ Accident Reconstructed	Police Photos ☐ Yes ☒ No	20		
2	VEHICLE 1				☒ VEHICLE 2 ☐ BICYCLIST ☐ PEDESTRIAN ☐ OTHER PEDESTRIAN					21	
3	VEHICLE 1- Driver License ID Number 227516124 Driver Name - exactly as printed on license, CRUGER JR, JAMES B Address (Include Number and Street) 12 WILMAR TERR City or Town POUGHKEEPSIE State NY Zip Code 12601 Date of Birth 9/2/1956 Sex M Unlicensed ☐ No. of Occupants 01 Public Property Damaged ☐				VEHICLE 2- Driver License ID Number Driver Name - exactly as printed on license PARKED, Address (Include Number and Street) City or Town State NY Zip Code Date of Birth Sex Unlicensed No. of Occupants Public Property Damaged					22	
4	Name - exactly as printed on registration CITY OF POUGHKEEPSIE, State NY Zip Code 12601 Address (Include Number and Street) 26 HOWARD ST City or Town POUGHKEEPSIE State NY Zip Code 12601				Name - exactly as printed on registration DORRIAN, KATHLEEN M State NY Zip Code 12571 Address (Include Number and Street) 18 AMHERST ST City or Town RED HOOK State NY Zip Code 12571					23	
5	Plate Number AG9616 State of Reg. NY Vehicle Year & Make 2008 GMC Vehicle Type PICK Ins. Code 238				Plate Number HWS6874 State of Reg. NY Vehicle Year & Make 2016 CHEV Vehicle Type 4DSD Ins. Code 646					24	
6	Violation Section(s)				Violation Section(s)					25	
7	Check if involved vehicle is: ☐ more than 95 inches wide; ☐ more than 34 feet long; ☐ operated with an overweight permit; ☐ operated with an overdimension permit.				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.		26
8	VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact 8 1 18 Box 2 - Most Damage 3 4 5 Enter up to three more damage codes				VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact 7 1 7 Box 2 - Most Damage 3 4 5 Enter up to three more damage codes				ACCIDENT DIAGRAM See the last page of the MV-104A for the accident diagram.		27
9	Vehicle By: Towed To: VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER				Vehicle By: Towed To: VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 17. DEMOLISHED 15. TRAILER 18. NO DAMAGE 16. OVERTURNED 19. OTHER				Cost of repairs to any one vehicle will be more than \$1000. ☒ Unknown/Unable to determine ☐ Yes ☐ No		28
10	Reference Marker Coordinates (if available) Latitude/Northing Longitude/Easting				Place Where Accident Occurred: County DUTCHESS ☒ City ☐ Village ☐ Town of POUGHKEEPSIE Road on which accident occurred 197 MAIN ST (Route Number or Street Name) at 1) intersecting street or 2) 100 feet miles ☐ N ☐ S ☐ E ☒ W of COLUMBUS DR (Milepost, Nearest Intersecting Route Number or Street Name)				9.		29
11	Accident Description/Officer's notes D1 STATED THAT HE WAS SANDING THE MUNICIPAL PARKING LOT LOCATED AT 197 MAIN ST. D1 STATED THAT HE BACKED UP INTO V2, WHICH WAS LEGALLY PARKED. V2 SUSTAINED DAMAGE TO PASSENGER SIDE REAR TAIL LIGHT AND BUMPER. V1 DID NOT APPEAR TO SUSTAIN ANY DAMAGE. DOCUMENTARY PHOTOGRAPHS SECURED. NO INJURIES REPORTED. NEITHER VEHICLE REQUIRED TOWING. REGISTERED OWNER OF V2 WAS CONTACTED BY PHONE AND ADVISED.										30

ALL INVOLVED

8	9	10	11	12	13	14	15	16	17 BY	TO 18	Names of all involved	Date of Death Only
A	1	1	4	1	62	M	-	-	-		CRUGER JR, JAMES B	
B												
C												
D												
E												
F												

Officer's Rank and Signature Print Name in Full	POLICE OF <i>Thomas S Palinkas</i> THOMAS S PALINKAS	Badge/ID No. 6441	NCIC No. 01302	Precinct/Post Troop/Zone	Station/Beat Sector	Reviewing Officer CRONK, BRYAN	Date/Time Reviewed 3/11/2019 07:33
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USE COVER SHEET

POLICE ACCIDENT REPORT

MV-104A (6/04)

Local Codes

19-9099

09999B193G



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						Accident Reconstructed	☐	☐	☒ Yes ☐ No
3	10	2019	Sunday	09:09	2	0	0				

