



## **COMMON COUNCIL MEETING**

Tuesday, July 2, 2024  
Common Council Chambers

**5:30 p.m.**

***Public Hearing on proposed introductory Local Law Repealing Local Law 21-04 (To Prohibit Evictions Without Good Cause) And Adding A New Division 9 “Prohibition Of Eviction Without Good Cause” To Chapter 12 “Housing”***

**6:00 p.m.**

***Public Hearing for Local Law Amending Section 14.35 of the Administrative Code of the City of Poughkeepsie Entitled “Taxes – Partial Exemption Granted; Conditions”***

**6:30 p.m.**

**I. ROLL CALL**

**II. REVIEW OF MINUTES:**

**Common Council Meeting Minutes – June 18, 2024**

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

**IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:**

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

**VI. CHAIRMAN’S COMMENTS AND PRESENTATIONS:**

**VII. MAYOR’S COMMENTS:**

**VIII. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:**

**IX. REPORTS OF COMMITTEES AND BOARDS:**

**CONSENT AGENDA:**

**X. MOTIONS AND RESOLUTIONS:**

**XI. ORDINANCES AND LOCAL LAWS:**

**ACTION AGENDA:**

**XII. MOTIONS AND RESOLUTIONS:**

1. **R-24-50**, Resolution Establishing A District Plan for the Downtown Business Improvement District
2. **R-24-51**, Resolution Approving License Agreement Between the City of Poughkeepsie and the Mid-Hudson Children's Museum to Utilize a Section of Waryas Park
3. **R-24-52**, Resolution Authorizing the Settlement of Litigation Against Columbia Utilities
4. **R-24-53**, Resolution Introducing and Setting a Public Hearing for a Local Law Adopting a New Zoning Code for the City of Poughkeepsie.

**XIII. ORDINANCES AND LOCAL LAWS:**

**XIV. ADJOURNMENT:**

**RESOLUTION**  
**(R 24-50)**

**SPONSOR(S): CHAIRMAN WILSON, COUNCILMEMBERS PATTERSON  
THOMPSON, MENIST AND JAMES**

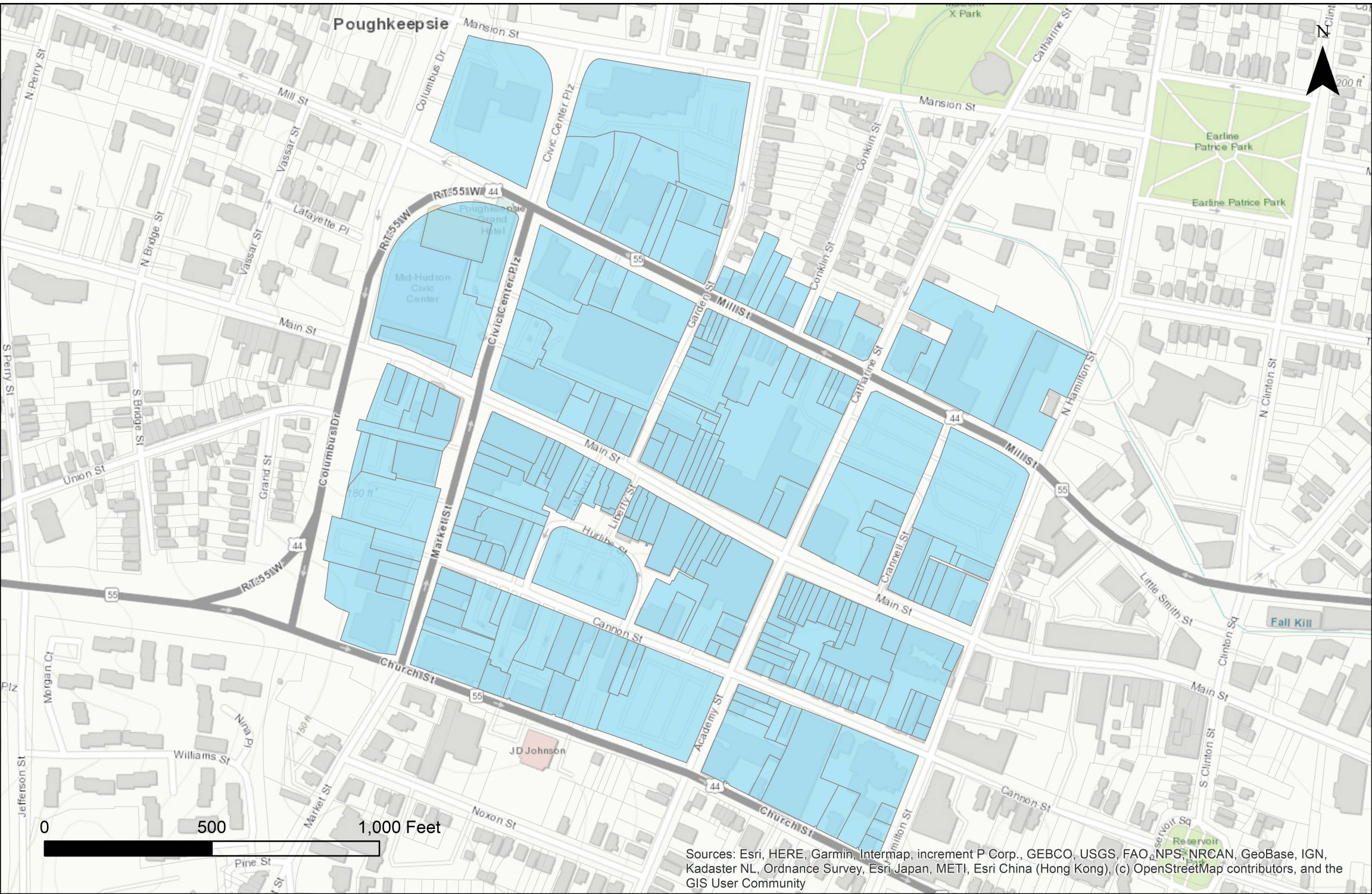
**WHEREAS,** pursuant to General Municipal Law Article 19-A, the City of Poughkeepsie may provide for the establishment or extension of Business Improvement Districts; and

**WHEREAS,** the City has adopted the provisions of Article 19-A at Administrative Code §14.42; and

**WHEREAS,** the City is interested in a Downtown Business Improvement District.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to General Municipal Law §980-d, the Common Council hereby provides by resolution that there shall be prepared a District Plan for the Downtown Business Improvement District to encompass the parcels shown on Exhibit A annexed hereto and made a part hereof.

# Proposed Poughkeepsie Improvement District



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



**RESOLUTION  
(R-24-51)**

**RESOLUTION APPROVING LICENSE AGREEMENT TO ALLOW THE MID-  
HUDSON CHILDREN’S MUSEUM TO UTILIZE A SECTION OF WARYAS PARK**

**INTRODUCED BY MAJORITY LEADER PATTERSON THOMPSON AND  
COUNCILMEMBER JAMES**

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Poughkeepsie hereby finds and determines that it is in the best interest of the City to enter into a License Agreement with the Mid-Hudson Children’s Museum upon the terms and conditions annexed hereto and made a part hereof; and

**BE IT FURTHER RESOLVED**, that the Mayor and City Administrator are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution including but not limited to the execution of the attached License Agreement.

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

## **LICENSE AGREEMENT**

**THIS AGREEMENT** made this       day of June, 2024 by and between the **CITY OF POUGHKEEPSIE**, a municipal corporation of the State of New York, having its principal offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter called the "**City**", and **MID-HUDSON CHILDREN'S MUSEUM** (hereinafter the "Museum") having a principal place of business at \_\_\_\_\_.

### **WITNESSETH:**

**WHEREAS**, the City is the owner of a public park known as Waryas Park, City of Poughkeepsie, New York; and

**WHEREAS**, the Museum desires to use a portion of Waryas Park to install playground equipment, gardening boxes/planters, steps/landscaping as shown on the rendering attached hereto as Exhibit "A" (hereinafter referred to as the "Project"); and

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

1. The above recitals are incorporated herein by reference as if set forth at length, and the Parties intend the above recitals to constitute material terms of this Agreement.

2. The City grants to the Museum, and the Museum hereby accepts from the City, a license to manage and operate for the period herein stated and subject to all the terms and conditions herein contained, a license for the privilege installed the Project as shown on the rendering attached hereto as Exhibit "A" and installed within Waryas Park at the location shown on Exhibit B (the "Property"). It is understood and agreed between the parties that this agreement is intended to be only a license to utilize the above-described premises and no part thereof shall be interpreted as being any form of lease agreement.

3. a. The term of this license shall commence upon the execution of this agreement and shall expire without further notice by either party to the other at midnight on June 30, 2034 unless sooner terminated as herein provided, or unless the City by five (5) days' notice in writing shall terminate the license, when and if, in its sole judgment, it deems that such termination is necessary by operation of law, or pursuant to the terms of this agreement, or the licensed premises is no longer being used for the Project.

b. As long as The Museum is not in default of any of its obligations under the License, the City shall grant to The Museum the option to renew (the "Renewal Option") the term of this License for one (1) additional period of ten (10) years (the "Renewal Term"). The Museum shall exercise such Renewal Option by delivering written notice of such election to the City at least three (3) months prior to the expiration of the initial Term. The renewal of this License shall be upon the same terms and conditions of this License, except (a) The Museum shall have no option to renew this License beyond the expiration of the Renewal Term; and (b) The Museum shall not

have the right to assign its renewal rights to any sublessee of the Property or a portion thereof or to any assignee of this License, nor may any such sublessee or assignee exercise or enjoy the benefit of such renewal rights;

4. No fee shall be charged for this license, the parties recognize that the Museum is providing a public service by installing, operating and maintaining the Project as set forth in the License.

5. The Museum's installation of the Project is at the Museum's sole cost and expense, including, but not limited to, the costs to install any utility and electricity necessary. That actual installation work shall not commence until prior written notice to and approval by the City (which shall not be unreasonably withheld). It is further agreed that the Museum will, within ten (10) days, discharge any and all mechanics' liens filed against the premises hereinabove described which have been filed relative to The Museum's operations thereon.

6. The Museum's maintenance responsibilities shall include replacing any portions of the Project that are damaged for any reason including, but not limited to, nature, vandalism or negligence. The Museum understands that the City does not have funding to replace damaged portions of the Project.

7. The Museum shall be responsible for ordinary maintenance of the Property including lawn and shrub maintenance, snow removal, litter removal and providing all utility and electric needs. The City shall maintain any installed utility, including, but not limited to electric. This shall not include the removal of any graffiti on any portion of the Project.

8. The Museum shall not remove any property currently located on the premises, without prior written approval of the City.

9. The Museum shall obtain, at the Museum's own cost and expense, all permits and licenses necessary, if any, for the legal operation of this license. The Museum agrees to be responsible for any building department fees, if any and will comply with all state and local building codes.

10. The Museum shall not sell, mortgage, rent, assign, or parcel out the license hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Property covered by this license for any purpose whatsoever without first obtaining the written consent of the City, nor shall the license be transferred by operation of law, without the prior written approval of the City who will not unduly withhold such a request.

11. The Museum agrees that should any building or structure upon the Property included in this license be damaged by fire, or any other cause whatsoever, so as to prevent the operation of this license to the satisfaction of the City, and on notice in writing by The Museum to the City that The Museum is unable or unwilling to make repairs necessary to restore the premises to an operable condition, then the City, at its option, may, on notice in writing to The Museum, cancel and terminate this license, and all rights and privileges hereunder shall cease.

12. The Museum shall not use or permit the storage of any illuminating oils, turpentine, benzene, naphtha or similar substances or explosives of any kind or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York.

13. The Museum agrees that at all times free access will be given to representatives of the City or any other state or federal or municipal officials having jurisdiction for inspection purposes.

14. The Museum hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, deficiency or impairment of the electrical apparatus or wires furnished for the licensed premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time from any cause, or for commotion or riot, or any act of God, and The Museum hereby expressly releases and discharges the City, its agents, officers, and employees from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, and agrees to hold them harmless therefor, including attorney's fees, if any, unless there was gross negligence by the City, its agents, officers, and/or employees.

15. The Museum assumes all risk in the operation of this license and agrees to comply with all federal, state and local laws and regulations and orders of the City affecting the licensed premises in regard to this project.

16. The Museum shall maintain such insurance in the amounts set forth herein. All policies shall be submitted to City for approval before any installation work is commenced. Each contract between The Museum and any contractor must require that each insurance policy shall name the City of Poughkeepsie as an "additional named insured" thereof, and shall be delivered to the City. Each policy and certificate shall have endorsed thereon: "No cancellation of or change in this policy shall become effective until after ten (10) days' notice by registered mail to the Corporation Counsel of the City of Poughkeepsie, Municipal Building, Poughkeepsie, New York." The required insurance must be in not less than the following amounts:

- a. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- b. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
- c. Statutory Workers Compensation and employers' liability coverage for all employees, including corporate officers and sole proprietors.
- d. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per



occurrence/aggregate

17. Upon failure of The Museum to furnish, deliver and maintain such insurance as above provided, this license may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of The Museum to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve The Museum from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of The Museum concerning indemnification as set forth below.

18. The Museum expressly agrees to hold the City, its agents, officers, and employees harmless from any and all claims for loss, damage or injury to person or property, whatever kind or nature arising from the installation of the Art, or from the negligence or carelessness of employees, agents or contractors of The Museum, and The Museum expressly agrees to indemnify the City, its agents, officers, and employees of any recoveries against them, individually and/or jointly, arising from same.

19. The Property shall at all times be insured under the City's insurance policies in the same manner as the City insures other City-owned property.

20. Should the City, in its sole judgment, decide that The Museum is not operating the license herein granted in a satisfactory manner, then City may terminate this license by notice in writing, effective fifteen (15) days from mailing, as though it were the time provided in this license for termination, all rights of the Museum therein shall be forfeited without any claims for damages, compensation, refund of the Museum investment, if any, or any other payment whatsoever. The fifteen day notice to terminate this agreement shall include a statement of the conditions which have caused the notice to be issued and the Museum shall have fifteen (15) days from the mailing of the notice to cure the condition and require the termination to be withdrawn. The fifteen-day cure period shall be strictly enforced regardless of the nature of the condition to be cured, unless otherwise mutually agreed upon in writing by both parties.

21. The Museum at the expiration or sooner termination of this license as provided herein, shall quit and surrender the licensed premises and shall remove the Project promptly.

22. Neither this license nor any interest created hereby may be assigned or transferred by operation of law or otherwise without the express written consent of the City, it being the intention of the City to grant this license personally to the Museum.

23. This license cannot be changed orally.

24. NOTICES:

Any notices required by and/or pursuant to this License Agreement shall be sent by first class mail to the following:

LICENSEE: Mid-Hudson Children's Museum

With copy to:

LICENSOR: City of Poughkeepsie  
Attn: City Administrator  
62 Civic Center Plaza  
Poughkeepsie NY 12601

With copy to: City of Poughkeepsie  
Attn: Corporation Counsel  
62 Civic Center Plaza  
Poughkeepsie NY 12601

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

**MID-HUDSON CHILDREN'S MUSEUM**

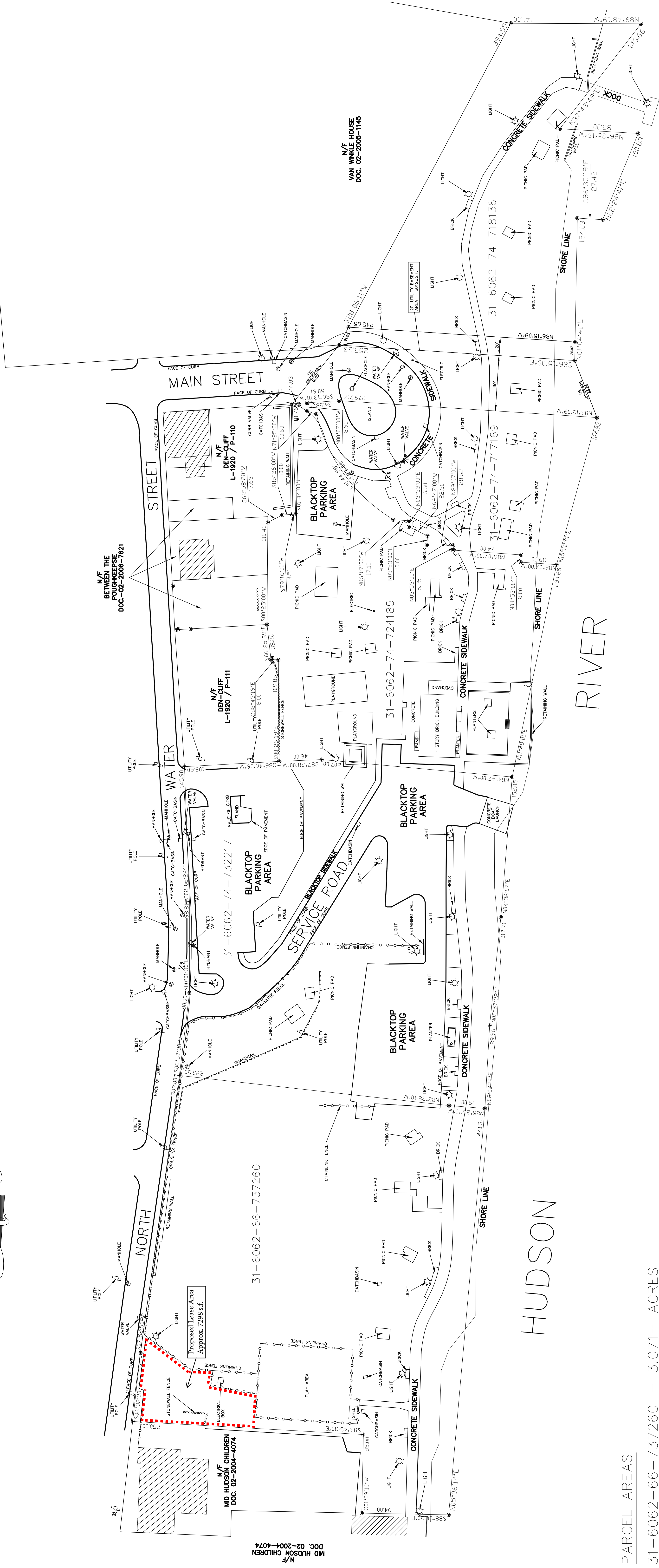
\_\_\_\_\_

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

**CITY OF POUGHKEEPSIE**

**BY:** \_\_\_\_\_  
**YVONNE D. FLOWERS, MAYOR**

## **EXHIBIT A**



|                   |   |        |       |
|-------------------|---|--------|-------|
| 31-6062-66-737260 | = | 3.071± | ACRES |
| 31-6062-74-732217 | = | 2.740± | ACRES |
| 31-6062-74-724185 | = | 1.794± | ACRES |
| 31-6062-74-717169 | = | 0.856± | ACRES |
| 31-6062-74-718136 | = | 1.531± | ACRES |
| TOTAL AREA        | = | 9.992± | ACRES |

\* CITY OF POUGHKEEPSIE.

SITUATED IN THE CITY OF POUGHKEEPSIE  
DUTCHESS COUNTY NEW YORK  
SCALE: 1" = 50' MAY 2007

**PAGGI, MARTIN, & DEL BENE,<sup>LLP</sup>**  
**ENGINEERS & SURVEYORS**  
56 MAIN STREET  
POUGHKEEPSIE, NEW YORK  
12601



**RESOLUTION  
(R-24-52)**

**RESOLUTION AUTHORIZING THE SETTLEMENT OF  
LITIGATION AGAINST COLUMBIA UTILITIES, LLC**

**SPONSORS: CHAIRMAN WILSON, COUNCILMEMBERS PATTERSON THOMPSON,  
MENIST AND JAMES**

WHEREAS, on or about April 30, 2021, the City of Poughkeepsie entered into a Community Choice Aggregation Electricity Supply Agreement (“Supply Agreement”) with Columbia Utilities, LLC or its affiliate (“Columbia”) as Energy Service Company (“ESCO”) and Joule Assets Inc. (“Joule”), as Community Choice Aggregation Administrator, to provide energy benefits to certain residential and small non-residential customers within the City of Poughkeepsie; and

WHEREAS, on April 19, 2022, Columbia notified the Public Service Commission that it intended to transfer these customers to the local utility, Central Hudson Gas & Electric Corp. (“Central Hudson”), which transfer constituted an alleged breach of the Supply Agreement by terminating service without cause or in accordance with the terms of the Supply Agreement; and

WHEREAS, on June 3, 2022, City of Poughkeepsie, together with other participating municipalities (two of which later joined), Joule, and individual plaintiffs (collectively, the “Plaintiff Parties”) filed a Verified Complaint (the “Complaint”) against Columbia in New York State Supreme Court, captioned *Town of Saugerties et al., v. Columbia Utilities Power, LLC et al.*, Index No. EF2022-1113 (N.Y. Sup. Ct., Ulster Co.) (the “Action”), seeking injunctive relief and damages in connection with the CCA Program and Columbia’s purported intention to terminate the Supply Agreement and transfer all of its CCA Program customers back to Central Hudson;

WHEREAS, the New York State Public Service Commission (the “PSC”) intervened in the Action on behalf of the Plaintiff Parties;

WHEREAS, the parties to the Action engaged in extensive discovery as part of the litigation and subsequently sought to explore whether a resolution was possible;

WHEREAS, on April 3, 2024, the Plaintiff Parties, PSC, Columbia, and Central Hudson participated in a day-long mediation with Fred Fucci of Fucci Law & ADR, PLLC (the “Mediation”);

WHEREAS, as a result of the Mediation, all of the parties desire to resolve this action under terms set forth in the Settlement Agreement attached hereto as **Exhibit A**.

WHEREAS, we have concluded that this settlement of all of the claims and causes of action brought by in the Action, is fair, reasonable, adequate, and in the best interests of our constituents;

**NOW THEREFORE, BE IT RESOLVED** that:

1. Settlement of the Action, under the terms of the Settlement Agreement (Ex. A) is hereby authorized and approved.
2. The Mayor and staff are authorized to take all appropriate steps to support the settlement of the action in accordance with the Settlement Agreement.
3. The Mayor is authorized to execute the Settlement Agreement in the form attached hereto, subject to any non-material changes deemed necessary in the Mayor's reasonable discretion.
4. This Resolution shall be effective immediately upon its adoption.

## EXHIBIT A



## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement”) is made and entered into by the Municipal Plaintiffs and the Individual Plaintiffs (each as defined further below) and Joule Assets, Inc. (“Joule”) (together with the Municipal Plaintiffs and Individual Plaintiffs, “Plaintiffs”) on their own behalf and on behalf of all Settlement Class Members (as defined below), and the New York State Public Service Commission, on its own behalf and on behalf of the People of the State of New York (the “PSC”) (together with Plaintiffs, the “Plaintiff Parties”), on one hand, and defendants Columbia Utilities Power, LLC and Columbia Utilities, LLC (together, “Columbia” or “Defendants”), on the other hand (collectively, the “Parties”).<sup>1</sup> The Parties intend this Agreement to resolve, discharge and settle the Released Claims (as defined below) fully, finally and forever according to the terms and conditions set forth below.

### **RECITALS**

WHEREAS, the Municipal Plaintiffs each contracted with Columbia on or around April 30, 2021 to receive renewable electricity supplied through the Hudson Valley Power Community Choice Aggregation Program (the “CCA Program”), for which Columbia Utilities Power, LLC served as the Energy Service Company (“ESCO”), thereby providing the option for individual residents and small businesses located within those municipalities to participate in the CCA Program;

WHEREAS, on June 3, 2022, Plaintiffs filed a Verified Complaint (NYSCEF Doc. No. 2) (the “Complaint”) against Columbia in New York State Supreme Court, captioned *Town of Saugerties et al., v. Columbia Utilities Power, LLC et al.*, Index No. EF2022-1113 (N.Y. Sup. Ct., Ulster Co.) (the “Action”), seeking injunctive relief and damages in connection with the

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<sup>1</sup> Unless indicated otherwise, capitalized terms used herein shall have the meaning in Section 1, titled “Defined Terms.”

CCA Program and Columbia's purported intention to terminate its contracts with the Plaintiff Municipalities and transfer all of its CCA Program customers (i.e., the Settlement Class Members (as defined below)) back to the local utility, Central Hudson Gas & Electric Corp. ("Central Hudson");

WHEREAS, the Complaint included claims and causes of action asserted against Columbia by the Individual Plaintiffs on their own behalf and as representatives of the putative class of all persons who, as of July 18, 2022, still participated in the CCA Program as a resident of or small business located within a municipality participating in the CCA Program for which Columbia has served as the ESCO (the "Settlement Class");

WHEREAS, in conjunction with their Complaint, Plaintiffs also filed a proposed Order to Show Cause on June 3, 2022, seeking to preliminarily enjoin and restrain Columbia from, among other things, transferring all of its CCA Program customers (including all Settlement Class Members (as defined below)) back to Central Hudson, which the Court so-ordered and entered on June 7, 2022 (the "Order to Show Cause"), including the temporary restraining order Plaintiffs requested (the "TRO");

WHEREAS, on June 6, 2022, the PSC filed a Proposed Intervenor's Complaint for Injunctive Relief and Penalties against Columbia in the Action (the "PSC Complaint"), based on the same facts and allegations and seeking similar relief as the Complaint filed by the Plaintiffs in the Action, pursuant to the PSC's accompanying motion to intervene, which the Court granted on August 12, 2024 by stipulation of the Parties;

WHEREAS, on July 18, 2021, while the TRO was in effect, the New York State Independent Operator ("NYISO") terminated Columbia's rights to participate in NYISO-administered market in New York State, which was followed by the transfer of all of Columbia's

CCA Program customers (including all Settlement Class Members) back to Central Hudson as the local utility, after Columbia did not post approximately \$3.5 million in collateral by July 12, 2022 as required to comply with NYISO's creditworthiness requirements;

WHEREAS, on August 12, 2022, in addition to granting the PSC's Motion to Intervene, the Court in the Action adjourned the deadlines in the Order to Show Cause to allow the Parties to conduct discovery on whether Columbia was unable to comply with the TRO by meeting the NYISO's collateral demand and whether Columbia was able to prevent its termination and the subsequent transfer of its CCA Program customers (including all Settlement Class Members) back to Central Hudson;

WHEREAS, Columbia denies all material allegations against it in the Action, including the allegation that the Plaintiff Parties are or were entitled to injunctive relief,; and

WHEREAS, the Parties have completed document discovery into the collateral demand and Columbia's ability to comply with the TRO, including the production of documents and information by Columbia in connection with Plaintiffs' and the PSC's allegations against Columbia, as well as third-party discovery from Central Hudson, and have engaged in settlement discussions;

WHEREAS, on April 3, 2024, the Parties and Central Hudson participated in a day-long mediation with Fred Fucci of Fucci Law & ADR, PLLC (the "Mediation");

WHEREAS, as a result of the Mediation, the Parties agreed to the material terms of a settlement, as further described in this Settlement Agreement, and the Plaintiff Parties have concluded that this settlement of all of the claims and causes brought by the Plaintiff Parties in the Action, including, without limitation, the claims and causes of action asserted on behalf of

the Settlement Class by the Individual Plaintiffs, is fair, reasonable, adequate, and in the best interests of all Settlement Class Members;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among the Municipal Plaintiffs, the Individual Plaintiffs (on their own behalf and on behalf of the Settlement Class and all Settlement Class Members), and the PSC, on the one hand, and Columbia, on the other hand, by and through the counsel or attorneys of record for each respective Party, that, subject to the approval of the Court pursuant to Article 9 of the New York Civil Practice and Rules (“CPLR”) and the terms set forth below, the Settlement Class and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, as to all Parties, upon and subject to the terms and conditions of this Agreement, as follows:

#### **DEFINITIONS**

**1. Defined Terms.** Terms defined for purposes of this Agreement are as follows:<sup>2</sup>

1.1 “Action” means the putative class action commenced by Plaintiffs on June 3, 2023, against Columbia in New York State Supreme Court, captioned *Town of Saugerties, et al., v. Columbia Utilities Power, LLC, et al.*, Index No. EF2022-1113 (N.Y. Sup. Ct., Ulster Co.).

1.2 “Agreement” means this Settlement Agreement, inclusive of exhibits.

1.3 “CCA Program” means the Hudson Valley Power Community Choice Aggregation Program administered by Joule and through which Columbia contracted to supply renewable energy to Plaintiffs and the Settlement Class Members.

1.4 “Central Hudson” means Central Hudson Gas & Electric Corp. and each of its subsidiaries, affiliates, principals, officers, directors, employees, and agents.

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<sup>2</sup> Terms defined in Section 1 shall have the same meaning hereinafter in this Agreement regardless of capitalization, and, with respect to any terms previously defined in the Recitals above, the definitions of those terms in this Section 1 shall control.

1.5 “Columbia” or “Defendants” means, collectively, Defendants Columbia Utilities Power, LLC and Columbia Utilities, LLC, and each of their subsidiaries, affiliates, principals, officers, directors, employees, and agents.

1.6 “Court” means the New York State Supreme Court of the County of Ulster presiding over the Action.

1.7 “Court Approval” shall mean the Court’s entry of the Order and Final Judgment substantially in the form of **Exhibit C** hereto.

1.8 “CPLR” means the New York Civil Practice Law and Rules.

1.9 “Effective Date” means the date upon which the Settlement embodied in this Agreement becomes effective, meaning the date on which the Judgment approving this Agreement, substantially in the form of **Exhibit C** to this Agreement, becomes Final as a matter of law, and all conditions set forth in Section 7 herein have been fully satisfied.

1.10 “ESCO” means energy service company as set forth under applicable rules and regulations set forth by the PSC and NYISO (each as defined herein).

1.11 “Escrow Account” means the escrow account into which Columbia shall pay the Settlement Fund as defined in Section 2.1, which shall be governed by the terms of the Escrow Agreement to be entered into between Plaintiffs’ Counsel and the bank selected by Plaintiffs’ Counsel.

1.12 “Fairness Hearing” shall mean the hearing to be held by the Court pursuant to the terms of the Hearing Order (defined below) to determine whether the Settlement should be approved as fair, reasonable and adequate within the meaning of Article 9 of the CPLR.

1.13 “Final” means when the last of the following with respect to the Judgment approving this Agreement, substantially in the form of **Exhibit C** attached hereto, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under CPLR Rule 905 without any such motion having been filed; (ii) the expiration of the time for the filing or noticing of any appeal from the Judgment without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the final determination of that motion or appeal such that no further judicial review or appeal is permitted, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the Settlement, substantially in accordance with the terms and conditions of this Agreement.

1.14 “Order and Final Judgment” or “Judgment” means the order and form of judgment approving this Agreement and dismissing the Action with prejudice upon Plaintiffs’ receipt of the full amount of the Settlement Fund, which order and judgment shall be substantially in the form attached hereto as **Exhibit C**.

1.15 “Hearing Order” shall mean the “Scheduling Order for Approval of Settlement of Class Action,” substantially in the form of **Exhibit A** hereto.

1.16 “Individual Plaintiffs” means, collectively, Fred Costello, the Supervisor of Municipal Plaintiff Town of Saugerties and a resident participant in the CCA Program, and Tim Rogers, the Mayor of Municipal Plaintiff Village of New Paltz and a resident participant in the CCA Program, on behalf of themselves and as representatives of the Settlement Class Members.

1.17 “Joule” means Plaintiff Joule Assets, Inc. as administrator of the CCA Program.

1.18 “Mediation” means the mediation that the Parties and Central Hudson participated in on April 3, 2024, with Fred Fucci of Fucci Law & ADR, PLLC as mediator, which resulted in the Settlement provided for in this Agreement.

1.19 “Municipal Plaintiffs” means, collectively, the Town of Saugerties, the Town of New Paltz, the Village of New Paltz, the City of Beacon, the Town of Clinton, the Town of Marbletown, the City of Poughkeepsie, the Town of Red Hook, the Town of Philipstown, and the Village of Cold Spring.

1.20 “Municipal Plaintiffs’ Approval” means the approval of the Settlement and this Agreement by the officials, representatives, and/or stakeholders with the proper and lawful authority to do so on behalf of each Municipal Plaintiff.

1.21 “Notice and Administration Expenses” means all fees, expenses, and interest thereon incurred as a result of providing Notice to the Settlement Class and otherwise administering the Settlement.

1.22 “NYISO” means the New York Independent System Operator.

1.23 “Opt Out” means the voluntary decision of any Settlement Class Member to request exclusion from the Settlement Class pursuant to the Settlement Notice attached hereto as **Exhibit B** and as provided herein under Section 5.3.

1.24 “Opt Out Deadline” means the deadline for Settlement Class Members to timely Opt Out of the Settlement pursuant to the Settlement Notice and as provided herein under Section 5.3.

1.25 “Order to Show Cause” means the proposed Order to Show Cause that Plaintiffs filed in the Action on June 3, 2022, seeking to preliminarily enjoin and restrain Columbia from, among other things, transferring all of its CCA Program customers (including all

Settlement Class Members back to Central Hudson), which the Court so-ordered and entered on June 7, 2022.

1.26 “Parties” means, collectively, the Plaintiff Parties and Columbia (both as defined herein) as parties to this Agreement.

1.27 “Person” or “Persons” means all persons and entities (including, without limitation natural persons, firms, corporations, limited liability companies, joint ventures, joint stock companies, unincorporated organizations, agencies, bodies, governments, political subdivisions, governmental agencies and authorities, associations, partnerships, limited liability partnerships, trusts, and their predecessors, successors, administrators, executors, heirs and assigns).

1.28 “Plaintiffs” means, collectively, the Municipal Plaintiffs, the Individual Plaintiffs (on behalf of themselves and as representatives of the Settlement Class Members), and Joule (each as defined herein).

1.29 “Plaintiffs’ Counsel” means Hodgson Russ LLP.

1.30 “Plaintiff Parties” means, collectively, the Plaintiffs and the PSC (both as defined herein).

1.31 “PSC” means the New York State Public Service Commission acting (i) on its own behalf; (ii) as part and on the behalf of the New York Department of Public Service; and (iii) on behalf of the People of the State of New York.

1.32 “PSC Complaint” means the Proposed Intervenor’s Complaint for Injunctive Relief and Penalties filed by the PSC against Columbia in the Action on June 6, 2022, pursuant to the PSC’s accompanying motion to intervene, which the Court granted on August 12, 2024 by stipulation of the Parties.



1.33 “Released Claims” means any and all claims, including any and all claims, rights, and liabilities of any nature, including, but not limited to, actions, claims, demands, causes of action, obligations, damages, debts, charges, attorneys’ fees, costs, arbitrations, forfeitures, judgments, indebtedness, liens and losses of any kind, source or character whether arising out of federal or state law, whether known, suspected to exist or unknown, whether asserted or unasserted, whether asserted by any Releasing Party either on its own behalf or on behalf of any other Person, whether in contract, express or implied, tort, at law or in equity or arising under or by virtue of any statute or regulation, by reason of, arising out of, that are related to any of the facts, acts, events, transactions, occurrences, courses of conduct, business practice or relationship, representations, omissions, circumstances or other matters related in any way to the Action, addressed in this Agreement, and/or that could have been brought in the Action against any of the Released Parties, including any claims related to the Released Parties’ conduct in connection with the CCA Program. For the avoidance of doubt, the Released Claims include “Unknown Claims” (as defined herein) related to the Action; however, the Released Claims do not include claims to enforce the Settlement pursuant to this Agreement.

1.34 “Released Parties” means, collectively, Columbia Utilities Power, LLC and Columbia Utilities, LLC and any of their former, present, and future assigns, predecessors, successors, affiliates, parent companies, subsidiaries, controller companies, employees, officers, directors, principals, and agents.

1.35 “Releasing Parties” means, collectively, that the Plaintiff Parties and all Settlement Class Members who do not Opt Out of the Settlement and this Agreement pursuant to the Settlement Notice (as defined herein), including their respective current and former officers, directors, employees, attorneys, heirs, executors, administrators, agents, legal representatives,

professional corporations, partnerships, members, assigns, and successors, but only, with respect to the Settlement Class Members, to the extent their claims are derived from the claims and causes of action that the Individual Plaintiffs asserted in the Complaint.

1.36 “Settlement” means the resolution, discharge and settlement of the Released Claims and the Action as provided for under this Agreement.

1.37 “Settlement Administrator” means the entity appointed by the Court to perform the settlement administration duties described in this Agreement, including the dissemination of the Settlement Notice and the use, allocation, and disbursement of the Total Settlement Fund (as defined herein). The Settlement Administrator shall also serve as the Escrow Agent for the Settlement Fund as provided under Section 2.3 herein. The Parties shall propose and recommend to the Court that Simpluris should serve as Settlement Administrator.

1.38 “Settlement Class” means the putative class of all Persons or businesses who, as of July 18, 2022, still participated in the CCA Program as a resident or small business located within a municipality participating in the CCA Program, as represented by the Individual Plaintiffs in the Action. For purposes of the Settlement only, the Action shall be certified as a class action pursuant to CPLR Article 9 on behalf of the Settlement Class. Excluded from the Settlement Class are (1) those Persons who timely and validly Opt Out of the Settlement pursuant to the Settlement Notice; (2) the judicial officers to whom this case is assigned and any members of their staffs and immediate families; and (3) any heirs, assigns, or successors of any of the Persons or entities described in parts (1) and (2) of this paragraph.

1.39 “Settlement Class Member” means a Person who is a member of the Settlement Class.

1.40 “Settlement Fund” is \$1,500,000.00 to be funded by Columbia to be paid into the Escrow Account in accordance with the terms provided herein under Section 2 of this Agreement.

1.41 “Settlement Notice” shall mean the “Notice of Class Action, Proposed Settlement of Class Action, Settlement Hearing and Right to Appear” substantially in the form of **Exhibit B** hereto.

1.42 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state, and federal taxes.

1.43 “Tax Expenses” means any costs or expenses incurred in connection with the administration of the Total Settlement Fund and/or the Escrow Account (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing or failure to file any related tax returns or other required filings or documentation).

1.44 “Total Settlement Fund” means the Settlement Fund plus all interest and accretions thereto earned after being deposited to the Escrow Account controlled by the Escrow Agent.

1.45 “TRO” means the Temporary Restraining Order that the Court entered against Columbia in the Action pursuant to the Order to Show Cause.

1.46 “Unknown Claims” means any and all Released Claims which the Plaintiff Parties, Plaintiff’s Counsel, or any Settlement Class Members do not know or suspect to exist in his or her favor at the time of the release of the Released Parties which, if known by him or her,

might have affected his or her settlement with and release of the Released Parties or might have affected his or her decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the Released Parties.

## **TERMS**

### **2. Payment and Administration of The Settlement Fund.**

2.1 The Settlement Fund. In full and final settlement of the claims asserted by the Plaintiff Parties, including those brought on behalf of the Settlement Class Members, against Columbia in the Action, and in exchange for the releases and other consideration set forth herein, Columbia agrees to pay a total of \$1,500,000.00 to the Settlement Fund as provided below:

(a) Payment of (i) \$1,000,000.00 shall be made by August 1, 2024; and (ii) \$500,000.00 shall be made by June 1, 2025 through monthly installment payments of \$50,000 beginning on September 1, 2024.

(b) Columbia may elect at its own discretion to pay more than the required monthly installment payment amount for any monthly installment payment provided for under Section 2.1(a) above, in which case any additional amount(s) paid over the required monthly installment payment amount shall be credited to future monthly installment payment(s), with the understanding that Columbia is obligated to pay a total of \$1,000,000.00 to the Settlement Fund by August 1, 2024 and to pay the remaining \$500,000.00 to the Settlement Fund by June 1, 2025 as provided under Section 2.1(a) above, for an aggregate amount of \$1,500,000.00.

### **2.2 Payment of the Settlement Fund into the Escrow Account.**

(a) Payment of the Settlement Fund as provided under Section 2.1 above shall be made to the Escrow Account.

(b) Plaintiffs' Counsel shall provide Columbia with wire payee instructions for the Escrow Account and a W-9 form no later than June 1, 2024.

(c) The Escrow Account with the Settlement Fund shall be treated as a payment to a Qualified or Designated Settlement Fund under I.R.C. § 468B and the regulations or proposed regulations promulgated thereunder (including, without limitation, Treasury Reg. § 1.468B-1-5 or any successor regulation).

(d) Other than the obligation to pay or cause to be paid the Settlement Fund into the Escrow Account as provided under this Section, Columbia shall have no obligation to make any additional payments pursuant to this Agreement, and shall have no responsibility, obligation, or liability with respect to the Escrow Account or the funds maintained therein.

2.3 Escrow Agent. The Settlement Administrator, in its capacity as Escrow Agent, shall allocate, use, and/or disburse the funds in the Total Settlement Fund—following the deductions set forth in Section 2.5—in equal amounts to the members of the Settlement Class who have not opted out. All costs and liabilities related to the administration, maintenance, investment, use and/or disbursement of the Settlement Fund shall be borne by the Total Settlement Fund, and the Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

(a) The Escrow Agent shall not disburse any part of the Total Settlement Fund except as provided in this Agreement or by an order of the Court.

(b) Subject to further order(s) and/or directions as may be made by the Court, or as provided in this Agreement, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Agreement. The Released Parties shall have

no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

(c) All funds held by the Escrow Agent pursuant to this Agreement and in its capacity as Settlement Administrator shall be deemed and considered to be in the legal custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

(d) Notwithstanding the fact that the Effective Date of the Settlement has not occurred, the Settlement Administrator may pay from the Settlement Fund, without further approval and/or order of the Court, reasonable costs and expenses actually incurred by the Settlement Administrator as Notice and Administration Expenses, including, without limitation, delivering the Settlement Notice to the Settlement Class by mail and/or other means, locating Settlement Class Members, assisting Settlement Class Members with inquiries or Opt Out requests, and in administering the Settlement and the Settlement Fund. The Released Parties shall have no responsibility for or liability whatsoever with respect to the Notice and Administration Expenses, nor shall they have any responsibility or liability whatsoever for any claims with respect thereto.

#### 2.4 Taxes.

(a) The Parties and the Escrow Agent agree to treat the Escrow Account, including the Total Settlement Fund as being at all times a “qualified settlement fund[s]” within the meaning of Treas. Reg. § 1.468B-1. The Parties and the Escrow Agent further agree that the Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this

Section 2.4, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in Section 2.4(a) hereof) shall be consistent with this Section 2.4 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of those funds respectively as provided in Section 2.4(c) below.

(c) All (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Total Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Settlement Fund for any period, after the payment in full of the Settlement Fund as provided above in Section 2 hereto, during which the Total Settlement Fund does not qualify as a “qualified settlement fund[s]” for federal or state income tax purposes; and (ii) Tax Expenses shall be paid out of the Settlement Fund.

(d) Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Total Settlement Fund without prior order from the Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)).

(e) In no event shall the Released Parties have any liability or responsibility whatsoever for the Taxes or the Tax Expenses. The Escrow Agent, through the Total Settlement Fund, shall indemnify and hold each of the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification).

(f) The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section 2.4.

## 2.5 Administration of the Total Settlement Fund.

(a) The Settlement Administrator, subject to such supervision and direction of Plaintiffs' Counsel and the Court as may be necessary or as circumstances may require, shall administer and oversee the use and distribution of the Total Settlement Fund (i) to pay the Notice and Administration Expenses; (ii) to pay the Taxes and Tax Expenses; (iii) to pay the actual, reasonable attorneys' fees and costs of Plaintiffs' counsel, not to exceed 20% of the Total Settlement Fund; and (iv) after the Effective Date, to use to, disburse and allocate the Total Settlement Fund, after the above-referenced payments, in equal amounts to the members of the



Settlement Class who have not opted out. Upon the completion of all the above-referenced payments, any remaining amount in the Settlement Fund shall be divided among and distributed to the Municipal Plaintiffs in proportion to their populations.

(b) No Person shall have any claim against any of the Released Parties, Plaintiffs' Counsel or the Settlement Administrator, or any other Person designated by the Settlement Administer based on determinations or distributions made substantially in accordance with this Agreement and the Settlement contained herein.

(c) It is understood and agreed by the Parties that any proposed or actual use, allocation, or disbursement of any part of the Total Settlement Fund as provided under Section 2.5(a) is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement, and any order or proceeding relating to the use, allocation, or disbursement of any part of the Total Settlement Fund shall not operate to terminate or cancel this Agreement or affect the finality of the Order and Final Judgment approving this Agreement and the Settlement set forth herein, or any other orders entered pursuant to the Agreement.

### **3. Releases.**

3.1 Releasing Parties' Releases. The Plaintiff Parties agree and acknowledge that Columbia's payment of the Settlement Fund constitutes real and valuable consideration that will confer substantial benefit to the Settlement Class, and the Parties agree and acknowledge that the Settlement Class would not have received such benefits but for the Plaintiff Parties' prosecution of the Action. In exchange for this and other such valuable consideration set forth in this Agreement, the Releasing Parties hereby provide the following releases to the Released

Parties, which shall be effective upon Columbia's payment in full of the Settlement Fund to the Escrow Account as provided under Section 2 of this Agreement:

(a) The Releasing Parties shall each be deemed to, and by operation of the Order and Final Judgment shall fully, finally, and forever release, relinquish, discharge, and dismiss with prejudice, on the merits and without costs or attorneys' fees, the Action and any and all of the Released Claims against any and all of the Released Parties; provided, however, that the Plaintiff Parties shall retain the right to enforce the terms of this Agreement.

(b) The Releasing Parties shall each be deemed to, and by operation of the Order and Final Judgment shall, be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, or other forum of any kind, any and all of the Released Claims against any and all of the Released Parties; provided, however, that the Plaintiff Parties shall retain the right to enforce the terms of this Agreement.

(c) In addition to the releases set forth above as a Releasing Party, for the avoidance of doubt, the PSC expressly agrees and acknowledges that: (i) the Settlement and this Agreement shall fully, finally, and forever resolve any and all enforcement actions against Columbia in connection with the allegations and/or claims in the Action, and further agrees that the PSC shall not take any action whatsoever to pursue any actual or potential claims or enforcement action against Columbia in connection with the allegations and/or claims in the Action; (ii) upon satisfying its payment obligations under Section 2 of this Agreement, Columbia will remain eligible to supply electricity and/or natural gas to customers using the transmission or distribution system of a utility as an ESCO in New York State; and (iii) the PSC will not

challenge Columbia's ability to re-enter the NYISO-administered market as an ESCO based on any conduct or allegations relating to the Action or the Released Claims.

3.2 Released Parties' Releases. In full and final settlement of the claims asserted by the Releasing Parties, and in exchange for and upon receiving the releases and other such consideration as set forth herein, the Released Parties, and anyone claiming through or on behalf of any of them, shall be deemed to, and by operation of the Order and Final Judgment shall fully, finally, and forever release, relinquish, and discharge any and all claims against the Releasing Parties and any of their former, present, and future assigns, predecessors, successors, affiliates, parent companies, subsidiaries, controller companies, employees, officers, directors, principals, and agents, from any and all claims arising out of or relating to their filing, prosecution, and settlement of the Action and the Released Claims; provided, however, that the Released Parties shall retain the right to enforce the terms of this Agreement.

3.3 Consideration and Intent for Releases. The releases set forth in this Section 3 of the Agreement are provided in exchange and in consideration for the Settlement, and, with respect to the Releasing Parties, for Columbia's payment of the Settlement Fund as provided under Section 2 herein, and are intended to extinguish all Released Claims, including Unknown Claims, and, consistent with such intentions, the Plaintiff Parties, Settlement Class Members, and the Released Persons shall irrevocably waive their rights to the extent permitted by state law, federal law, foreign law or principle of common law that might otherwise have the effect of limiting the releases set forth above.

4. Settlement Class. Columbia agrees, solely for the purpose of effectuating the Settlement provided for in this Agreement, that the Action may be maintained as a class action, pursuant to CPLR § 901, *et. seq.*, on behalf of the Settlement Class. In the event the Settlement

does not become final for any reason, Columbia reserves the right to oppose certification of any plaintiff class in future proceedings.

**5. Order and Notice Regarding Proposed Settlement and Fairness Hearing.**

5.1 Hearing Order and Fairness Hearing. As soon as practicable following the execution of this Agreement, it shall be submitted to the Court together with the proposed Hearing Order, in the form annexed hereto as **Exhibit A**:

(a) Conditionally approving, pursuant to CPLR 901 *et seq.*, the maintenance of the Action as a class action on behalf of the Settlement Class, solely for the purpose of effectuating the Settlement provided for herein, including the conditional appointment of Simpluris as the Settlement Administrator for such purposes until the Order and Final Judgment is approved;

(b) Approving the form and manner of the Settlement Notice; and

(c) Scheduling a Fairness Hearing for the purpose of determining whether the Settlement and dismissal of the Action on the terms set forth herein, and the entry of the Order and Final Judgment, should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class.

5.2 Notice To Settlement Class Members. Such Hearing Order shall provide that the Settlement Administrator and Plaintiffs' Counsel shall be responsible for providing the Settlement Notice, substantially in the form of **Exhibit B** hereto either in hard copy form or by a notification directing the reader to a version available online, to the Settlement Class Members, advising them of the claims asserted in the Action and the proposed Settlement thereof, and of the Fairness Hearing and their rights in connection therewith, including, as set forth below under Section 5.3. The Settlement Administrator and Plaintiffs' Counsel will be responsible for notifying Settlement Class Members through the Settlement Notice, and all Notice and

Administration Expenses shall be administered by the Settlement Administrator and paid out of the Total Settlement Fund in accordance with the terms hereto. In no event shall any of the Released Parties or their counsel have any liability or responsibility whatsoever for the Settlement Notice or any Notice and Administration Expenses.

5.3 Opt Outs and Objections.

(a) Putative Settlement Class Members have the right to exclude themselves or “Opt Out” from this Settlement and from the Settlement Class by timely submitting a request to Opt Out in accordance with the Opt Out procedure approved by the Court and outlined in the Settlement Notice, substantially in the form of **Exhibit B** hereto. Persons who properly request to Opt Out shall be excluded from this Settlement and from the Settlement Class. The Parties will request that the Court determine that the Opt Out Deadline for Settlement Class Members be thirty (30) calendar days prior to the Fairness Hearing.

(b) Within ten (10) days after receiving an Opt Out request, the Settlement Administrator shall apprise the other Parties of such request and shall furnish the Parties with a complete and updated list of all proper Opt Out requests to date. Any Person who does not properly request to Opt Out who would otherwise be considered a Settlement Class Member shall be deemed a Settlement Class Member and shall be bound by the Settlement, the terms of this Agreement, and the Order and Final Judgment. Any such Person who timely submits a request to Opt Out shall have until two (2) business days before the Fairness Hearing to deliver to Settlement Administrator a written revocation of such request to Opt Out. Plaintiffs’ Counsel shall timely apprise the other Parties and the Court of such revocations.

(c) Settlement Class Members shall have until thirty (30) calendar days prior to the date of the Fairness Hearing to file, in the manner specified in the Settlement Notice, any written objection or other response to this Agreement.

**6. Terms of Order And Final Judgment.** If the Settlement is approved by the Court, the Parties shall jointly request that the Court enter the Order and Final Judgment, substantially in the form of **Exhibit C** hereto, approving the dismissal of the Action with prejudice and the releases provided for herein, effective upon the receipt of the full amount due by the Released Parties to the Settlement Fund.

**7. Conditions of Settlement.** The consummation of the Settlement through the occurrence of the Effective Date is subject to the following conditions, each of which must occur and be fulfilled for this Settlement to be effective: (a) The Municipal Plaintiffs' Approval; (b) Payment of the Settlement Fund in full as provided under Section 2; (c) Certification of the Settlement Class for settlement purposes only as provided under Section 4; and (d) Court Approval and entry of the Order and Final Judgment substantially in the form of **Exhibit C** hereto, which approves in all material respects: (i) the dismissal with prejudice of any and all claims made in the Action; and (ii) the releases provided for in this Agreement; and either (c) expiration of the time to appeal or otherwise seek review of the Order and Final Judgment without any appeal having been taken or review sought, or (ii) if an appeal is taken or review sought, the expiration of five (5) days after an appeal or review shall have been dismissed or finally determined by the highest court before which such appeal or review is sought and which affirms the material terms of the Settlement and/or the Order and Final Judgment and the denial of (or the expiration of the time for seeking) further judicial review, provided that proceedings or

appeals regarding solely an application for attorneys' fees and expenses shall not affect or delay the effectiveness of the Settlement.

**8. Termination, Disapproval, Cancellation of Settlement and Agreement.**

8.1 If any of the conditions set forth above in Section 7 do not occur and/or are not fulfilled, this Agreement shall automatically be cancelled and terminated unless counsel for each of the Parties, within ten (10) business days from receipt of such ruling or event, agrees in writing with counsel for the other Parties to proceed with this Agreement and Settlement, including only with such modifications, if any, as to which all other Parties in their sole judgment and discretion may agree. For purposes of this Section 8, an intent to proceed shall not be valid unless it is expressed in a signed writing.

8.2 Columbia shall have the right to withdraw and terminate the Settlement and render the Settlement and this Agreement null and void in the event that ten (10) percent or more of Persons who would otherwise be Settlement Class Members timely and validly Opt Out pursuant to Section 5.3. If Columbia chooses to terminate the Agreement, Columbia will deliver notice of the termination to the other Parties no later than five (5) calendar days prior to the Fairness Hearing, or by such later date as shall be agreed upon in writing as between counsel for the respective Parties.

8.3 If, before the Settlement becomes Final, Columbia files for protection under the Bankruptcy Code, or any similar law, or a trustee, receiver, conservator, or other fiduciary is appointed under bankruptcy, or any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money or any portion thereof to the Escrow Agent by Columbia to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned to Columbia out

of the Escrow Account, and such amount is not promptly placed in the Escrow Account by others, then the Parties shall jointly move the Court to vacate and set aside the Judgment, including the releases pursuant thereto, and the Settlement and this Agreement shall terminate.

8.4 Unless otherwise ordered by the Court, in the event this Agreement is not approved or this Agreement or the Settlement is terminated, or canceled, or the Effective Date otherwise fails to occur for any reason, including, without limitation, in the event the Judgment is reversed or vacated or materially altered following any appeal taken therefrom, or is successfully collaterally attacked, within ten (10) business days after written notification of such event is sent by counsel for any of the Parties to the Escrow Agent, the Total Settlement Fund, less Taxes, Tax Expenses and Notice and Administration Expenses which have either been disbursed or are chargeable to the Total Settlement Fund pursuant to or as provided in Section 2 above, shall be refunded by the Escrow Agent to Columbia. Such refunds shall be pursuant to written instructions from Columbia's counsel. The Escrow Agent or its designee shall apply for any Tax refund owed on the Total Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund to the same Persons in the same manner as the Total Settlement Fund described in this Section 8.4. Such payments shall be pursuant to written instructions from Columbia counsel.

8.5 In the event that the Settlement does not receive Court Approval or this Agreement or the Settlement is terminated, canceled, or the Effective Date otherwise fails to occur for any reason, the Parties shall be restored to their respective positions as of the date upon which the final party signs this Settlement Agreement, and Columbia will be entitled to a return of all money contributed to the Settlement Fund pursuant to Section 2.1. In such event, the terms and provisions of the Agreement, except as otherwise provided herein, shall have no further



force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

8.6 If the Effective Date does not occur, or if this Agreement is terminated pursuant to its terms, neither the Plaintiff Parties nor any of their counsel shall have any obligation to repay any amounts disbursed pursuant to Sections 2.3 and 2.4. In addition, any amounts already incurred pursuant to Section 2.3 and 2.4 hereof at the time of such termination or cancellation but which have not been paid shall be paid by the Escrow Agent in accordance with the terms of this Agreement prior to the balance being refunded in accordance with Section 8.4 hereof.

**9. No Admission of Wrongdoing or Liability.**

9.1 Defendants have denied, and continue to deny, that they committed any violation of law or of their contractual obligations or engaged in any of the wrongful acts alleged against them in the Action. Defendants are entering into this Agreement solely because the proposed Settlement would eliminate the burden, expense and risk of further litigation.

9.2 The Plaintiff Parties contend that they brought the Action against Columbia in good faith and that the claims asserted against Columbia in the Action have legal merit, but nevertheless acknowledge that Columbia would continue to assert legal and factual defenses to such claims. With the informed understanding—based on the representations of Columbia—and recognition that further litigation in the Action would only deplete any potential recovery for the Plaintiff Parties, and thereby reduce the amount of funds that could be used for the benefit of the Settlement Class, and considering that the Settlement would eliminate the

burden, expense, and risk of further litigation, the Plaintiff Parties believe that the terms of the Settlement are fair, reasonable, adequate and in the best interest of the Settlement Class.

9.3 This Agreement, whether or not consummated, and any proceedings taken thereto:

(a) Shall not be offered or received against any of the Released Persons as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any of the Released Persons with respect to the truth of any fact alleged in the Action by Plaintiffs or any Settlement Class Member or the validity of any claim or defense that has been or could have been asserted in the Action or in any action, or of any liability, negligence, fault, or wrongdoing of any of the Released Persons;

(b) Shall not be offered or received against any Plaintiff Party or any Settlement Class Member as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any Plaintiff Party or any Settlement Class Member with respect to the truth, strength, or merit of any claim or defense that has been or could have been asserted in the Action or in any action, or with respect to any liability, negligence, fault, or wrongdoing of the Released Persons, or with respect to any alleged infirmity in the claims of Plaintiffs and the Settlement Class; nor

(c) Shall not be offered or received against any Party to the Action as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if the Settlement is

approved by the Court, the Parties hereto may refer to the Agreement to effectuate its terms or in any action to effectuate the Settlement.

**10. Miscellaneous.**

10.1 The Parties agree to cooperate fully and in good faith in filing any applications necessary to effect or otherwise facilitate the completion of the terms of the Settlement and as provided or contemplated.

10.2 The Parties shall not be liable for any delay or non-performance of their obligations under this Agreement arising from any act of God, governmental act, act of terrorism, war, fire, flood, earthquake, explosion, or civil commotion. The performance of the Parties' obligations under this Agreement, to the extent affected by such delay, shall be suspended for the period during which the cause, or the Parties' substantial inability to perform arising from the cause, persists.

10.3 This Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties; it is not subject to any condition not provided for herein. This Agreement supersedes any prior agreements or understandings, whether written or oral, between and among the Parties regarding the Action. This Agreement shall not be modified in any respect except by a writing executed by both Parties.

10.4 This Agreement was drafted with substantial input by all Parties and their counsel, and no reliance was placed on any representations other than those contained herein. The Parties agree that this Agreement shall be construed by its own terms, and not by referring to, or considering, the terms of any other settlement, and not by any presumption against the drafter.

10.5 The use of captions and headings in this Agreement is solely for convenience and shall have no legal effect.

10.6 This Agreement and all agreements, exhibits, and documents relating to this Agreement shall be construed under the laws of the State of New York, except that federal law shall apply to the extent the federal law of the United States requires that federal law governs.

10.7 Except as otherwise provided in this Agreement, it is expressly agreed and stipulated that the New York Supreme Court of Ulster County shall have exclusive jurisdiction and authority to consider, rule upon, and issue a final order with respect to suits, whether judicial, administrative or otherwise, which may be instituted by any person, individually or derivatively, with respect to this Agreement.

10.8 Except as otherwise provided in this Agreement, each Settlement Class Member hereby irrevocably submits to the exclusive jurisdiction and venue of the New York Supreme Court of Ulster County for any suit, action, proceeding, case, controversy, or dispute relating to this Agreement and agrees not to assert by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of such Court, or that such Court is in any way an improper venue or an inconvenient forum. Furthermore, the Parties shall jointly request the Court to include the provisions of this Section in the order finally approving this Agreement.

10.9 This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile signatures shall be considered valid signatures as of the date thereof, although the original signature pages shall thereafter be appended to this Agreement.

10.10 The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns for each of the Plaintiff Parties, all Settlement Class Members, and Columbia.

10.11 The provisions of this Agreement are intended to be severable. Should any provision be found illegal, invalid or unenforceable by any court of competent jurisdiction for any reason, it shall be severable from the remainder of this Agreement, and the remainder of this Agreement shall be unchanged and shall be read as if it did not contain the illegal invalid provision, except that if the Releasing Parties' releases in Section 3 hereof is deemed invalid then Columbia shall have the option to void the remainder of this Agreement.

10.12 The Parties agree that this Agreement, in whole or in part, whether effective, terminated, or otherwise, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way, shall not be construed as an admission of liability or wrongdoing or breach of any duty on the part of Columbia. This Agreement shall not be admissible as evidence of any kind in any proceeding except an action to enforce the terms of the Agreement. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements or proceeding shall be construed as, offered as, received as, used as or deemed to be evidence of any waiver of any applicable defense or protection by Columbia. The Parties agree that this Section 10.12 shall survive the termination or cancellation of this Agreement.

(a) .

10.13 By the signature affixed hereto, each Party acknowledges that it, he, or she has read this Agreement, fully understands the agreements, representations, covenants, obligations, conditions, warranties, releases, and terms contained herein, and has had the advice of counsel pertaining thereto, prior to the time of execution.

10.14 Each Person signing this Agreement on behalf of a Party represents and warrants that he or she has all requisite power and authority to enter into this Agreement and to implement the transactions contemplated herein, and is duly authorized to execute this Agreement on behalf of that Party.

10.15 All notices to the Parties required under this Agreement (except for Notices to the Settlement Class) shall be sent by certified mail, return receipt requested, or by hand delivery to the recipients designated below (or to later designated recipients). All notices shall be measured by the date of mailing.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized attorneys or representatives on the dates set forth below.

**PLAINTIFFS**

**Town of Saugerties**

Date  
: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Town of New Paltz**

Date  
: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Village of New Paltz**

Date  
: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Beacon**

Date \_\_\_\_\_  
: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**Town of Clinton**

Date \_\_\_\_\_  
: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Town of Marbletown**

Date \_\_\_\_\_  
: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Poughkeepsie**

Date \_\_\_\_\_  
: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Town of Red Hook**

Date \_\_\_\_\_  
: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Town of Philipstown**

Date \_\_\_\_\_  
: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Village of Cold Spring**

Date \_\_\_\_\_  
: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date

:

\_\_\_\_\_

Date

:

\_\_\_\_\_

## **INDIVIDUAL PLAINTIFFS**

\_\_\_\_\_  
**Fred Costello**

\_\_\_\_\_  
**Tim Rogers**

## **JOULE ASSETS, INC.**

Date

:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **NEW YORK PUBLIC SERVICE COMMISSION**

Date

:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Dennis DiBari

Title: \_\_\_\_\_  
Managing Attorney



Date  
: \_\_\_\_\_

Date  
: \_\_\_\_\_

**DEFENDANTS**

**Columbia Utilities Power, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Columbia Utilities, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ULSTER

TOWN OF SAUGERTIES, TOWN OF NEW  
PALTZ, VILLAGE OF NEW PALTZ, CITY OF  
BEACON, TOWN OF CLINTON, TOWN OF  
MARBLETOWN, CITY OF POUGHKEEPSIE,  
TOWN OF RED HOOK, TOWN OF  
PHILIPSTOWN, VILLAGE OF COLD SPRING,  
FRED COSTELLO, TIM ROGERS, and JOULE  
ASSETS, INC.,

Plaintiffs,

-against-

COLUMBIA UTILITIES POWER, LLC and  
COLUMBIA UTILITIES, LLC,

Defendants.

Index No. EF2022-1113

Hon. David M. Gandin

**SCHEDULING ORDER FOR  
APPROVAL OF SETTLEMENT  
OF CLASS ACTION**

WHEREAS, the Parties to the above-captioned class action (the “Action”) have applied pursuant to Article 9 of New York Civil Practice Law and Rules (“CPLR”) for an Order approving the proposed settlement of the Action in accordance with the terms of the Settlement Agreement and Release, dated as of \_\_\_\_\_, 2024 (the “Settlement Agreement”), including the dismissal the Action with prejudice upon the terms and conditions set forth in the Settlement Agreement (the “Settlement”); and

WHEREAS, the Court having read and considered the Settlement Agreement and accompanying documents and exhibits thereto, and all Parties having consented to the entry of this Order;

**NOW THEREFORE**, this \_\_\_\_ day of \_\_\_\_\_, 2024, upon the application of the Parties, **IT IS HEREBY ORDERED** as follows:

1. Except for terms defined herein, the Court adopts and incorporates the definitions set forth in the Settlement Agreement for purposes of this Order.

2. The Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, provides substantial benefit to the Settlement Class and falls within the range of possible approval and, therefore, merits further consideration.

3. The Court preliminarily finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

4. The Court has scheduled a Fairness Hearing to be held on \_\_\_\_\_, 2024, at \_\_:\_\_\_ a.m./p.m. at the Special Term of this Court, the Supreme Court of the State of New York, Ulster County, located at 285 Wall Street, Kingston, New York 12401, Room \_\_\_, to:

- a. Consider the Settlement pursuant to CPLR 901 *et. Seq.* as fair, reasonable, adequate and in the best interests of the Settlement Class;
- b. Consider an Order and Final Judgment dismissing the Released Claims as against the Released Parties with prejudice, with each Party to bear his, her, or its own costs (except as otherwise provided in the Order and Final Judgment or in the Settlement Agreement);
- c. Consider, for purposes of the Settlement only, the certification of the Action as a Class Action under CPLR Article 9; and
- d. Hear such other matters as the Court may deem necessary and appropriate.

5. The Court reserves the right to adjourn the Fairness Hearing or modify any of the dates or deadlines set forth herein without further notice to the Settlement Class.

6. The Court reserves the right to approve the Settlement at or after the Fairness Hearing with such modifications as may be consented to by the Parties to the Action and without further notice to the Settlement Class.

7. The Court approves as to form and content the Settlement Notice annexed as **Exhibit B** to the Settlement Agreement, and finds that the mailing and/or internet publication of the Settlement Notice, substantially in the manner and form set forth in the Settlement

Agreement, meets the requirements of CPLR 908 and due process under the United States Constitution and any other applicable laws, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice of all matters relating to the Settlement.

8. All reasonable costs incurred in identifying Settlement Class members and notifying them of the Settlement, including the distribution of the Settlement Notice, shall be paid by the *conditional* Settlement Administrator as defined and set forth in the Settlement Agreement. The *conditional* Settlement Administrator and Plaintiffs' Counsel shall undertake the administrative responsibility for providing the Settlement Notice to the Settlement Class within twenty (20) days of the entry of this Order.

9. Pursuant to CPLR 901 *et. seq.*, and for purposes of the Settlement only, the Court *conditionally* certifies the Action as a class action on behalf of the Settlement Class, defined as follows:

The putative class of all Persons or businesses who, as of July 18, 2022, still participated in the Hudson Valley Power Community Choice Aggregation Program administered by Joule and through which Columbia Utilities, Power, LLC contracted to supply renewable energy (the "CCA Program"), as a resident or small business located within a municipality participating in the CCA Program, as represented by the Individual Plaintiffs in the Action.<sup>3</sup> Excluded from the Settlement Class are (1) those Persons who timely and validly Opt Out of the Settlement pursuant to the Settlement Notice; (2) the judicial officers to whom this case is assigned and any members of their staffs and immediate families; and (3) any heirs, assigns, or successors of any of the Persons or entities described in parts (1) and (2) of this paragraph.

10. SETTLEMENT CLASS MEMBERS SHALL HAVE THE RIGHT TO SEEK EXCLUSION ("OPT OUT") FROM THE SETTLEMENT ONLY AS TO THE RELEASED

<sup>3</sup> The following municipalities participated in the CCA Program: TOWN OF SAUGERTIES, TOWN OF NEW PALTZ, VILLAGE OF NEW PALTZ, CITY OF BEACON, TOWN OF CLINTON, TOWN OF MARBLETOWN, CITY OF POUGHKEEPSIE, TOWN OF RED HOOK, TOWN OF PHILIPSTOWN, and VILLAGE OF COLD SPRING.

CLAIMS FOR MONETARY DAMAGES arising out of the causes of action asserted against defendants Columbia Utilities Power, LLC and Columbia Utilities, LLC (collectively, “Defendants”) in the Complaint ([NYSCEF Doc. No. 2](#)).

11. Any Settlement Class Member who seeks to Opt Out from the Settlement as to the Released Claims for monetary damages must submit a request to do so, *in writing* to the Settlement Administrator as follows:

Simpluris  
PO Box 25226  
Santa Ana CA 92799-9874

Notice of any request to Opt Out of the Settlement must be provided no later than thirty (30) days from the Fairness Hearing, and must be postmarked by such deadline and include: the name, address, telephone number; email address and signature of the Settlement Class Member seeking to Opt Out of the Settlement.

12. No later than thirty (30) calendar days before the Fairness Hearing, in order to have their objections heard, any members of the Settlement Class who seek to object to the Settlement must file with the Court and deliver to the following counsel for Parties to these proceedings a written notice of objection, signed as authorized by the objecting person and setting ground(s) for the objection. Counsel to whom such objections must be sent are as follows:

Hodgson Russ LLP  
Aaron M. Saykin, Esq.  
Daniel A. Spitzer, Esq.  
140 Pearl Street, Suite 100  
Buffalo, New York 14202-4040  
[dspitzer@hodgsonruss.com](mailto:dspitzer@hodgsonruss.com)  
[asaykin@hodgsonruss.com](mailto:asaykin@hodgsonruss.com)

*Counsel for Plaintiffs*

Public Service Commission, State of New York  
Dennis F. DiBari  
Three Empire State Plaza  
Albany, New York 12223-1350  
[dennis.dibari@dps.ny.gov](mailto:dennis.dibari@dps.ny.gov)

*Counsel for Plaintiff-Intervenor*

McDermott Will & Emery LLP  
Warren Haskell  
Timothy C. Cramton  
One Vanderbilt Avenue  
New York, New York 10017-3852  
[whaskell@mwe.com](mailto:whaskell@mwe.com)  
[tcramton@mwe.com](mailto:tcramton@mwe.com)

*Counsel for Defendants*

13. At least ten (10) business days prior to the Fairness Hearing, counsel for Plaintiffs shall file with the Court and serve on counsel for the other Parties proof, by affidavit or declaration, of the dissemination of the Settlement Notice to the Settlement Class by mail and/or internet publication, as ordered herein.

14. Pending final action by the Court relating to the Settlement and the receipt from Columbia of the full amount due to the Settlement Fund, all proceedings in the Action shall be stayed except for Settlement-related proceedings or as otherwise provided in the Settlement Agreement.

15. Any Settlement Class Member may appear and show cause, if he, she or it has any reason why the proposed Settlement should not be approved as fair, reasonable, adequate and in the best interest of the Settlement Class; provided, however, that Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or if approved, unless that Person files and serves his, her or its objection in accordance with the terms and conditions in the Settlement Notice.

16. If the Settlement is approved by the Court at or following the Fairness Hearing, an Order and Final Judgment shall be entered as described in the Settlement Agreement and attached thereto as **Exhibit C**.

17. The terms and conditions set forth in the Settlement Agreement:

- a. Shall not be offered or received against any of the Released Persons as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any of the Released Persons with respect to the truth of any fact alleged in the Action by Plaintiffs or any Settlement Class Member or the validity of any claim or defense that has been or could have been asserted in the Action or in any action, or of any liability, negligence, fault, or wrongdoing of any of the Released Persons;
- b. Shall not be offered or received against any Plaintiff Party or any Settlement Class Member as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any Plaintiff Party or any Settlement Class Member with respect to the truth, strength, or merit of any claim or defense that has been or could have been asserted in the Action or in any action, or with respect to any liability, negligence, fault, or wrongdoing of the Released Persons, or with respect to any alleged infirmity in the claims of Plaintiffs and the Settlement Class; nor
- c. Shall not be offered or received against any Party to the Action as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if the Settlement is approved by the Court, the parties hereto may refer to the Agreement to effectuate its terms or in any action to effectuate the Settlement.

18. If the Settlement provided for in the Settlement Agreement is not approved by this Court at or following the Fairness Hearing, or is cancelled, terminated otherwise fails to become effective, the Parties to the Settlement Agreement shall be restored to their respective positions prior to its execution date. In such event, the terms and provisions of Settlement Agreement, except as otherwise provided therein, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any



judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

19. Except as otherwise provided in the Settlement Agreement, the administration and consummation of the Settlement as set forth in the Settlement Agreement, and any suit, action, proceeding, case, controversy, or dispute relating to the Settlement shall be under the exclusive jurisdiction and venue of the New York Supreme Court of Ulster County.

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Hon. David M. Gandin, J.S.C.

20.

# Exhibit B

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ULSTER

TOWN OF SAUGERTIES, TOWN OF NEW  
PALTZ, VILLAGE OF NEW PALTZ, CITY OF  
BEACON, TOWN OF CLINTON, TOWN OF  
MARBLETOWN, CITY OF POUGHKEEPSIE,  
TOWN OF RED HOOK, TOWN OF  
PHILIPSTOWN, VILLAGE OF COLD SPRING,  
FRED COSTELLO, TIM ROGERS, and JOULE  
ASSETS, INC.,

Plaintiffs,

-against-

COLUMBIA UTILITIES POWER, LLC and  
COLUMBIA UTILITIES, LLC,

Defendants.

Index No. EF2022-1113

Hon. David M. Gandin

**NOTICE OF CLASS ACTION,  
PROPOSED SETTLEMENT OF  
CLASS ACTION, SETTLEMENT  
HEARING AND RIGHT TO  
APPEAR**

**IMPORTANT NOTICE TO ANY AND ALL PERSONS OR BUSINESS WHO, AS OF JULY 18, 2022, STILL PARTICIPATED IN THE HUDSON VALLEY POWER COMMUNITY CHOICE AGGREGATION PROGRAM ADMINISTERED BY JOULE ASSETS, INC. AND THROUGH WHICH COLUMBIA UTILITIES, POWER, LLC CONTRACTED TO SUPPLY RENEWABLE ENERGY (THE “CCA PROGRAM”), AS A RESIDENT OR SMALL BUSINESS LOCATED WITHIN ANY OF THE FOLLOWING MUNICIPALITIES PARTICIPATING IN THE CCA PROGRAM: TOWN OF SAUGERTIES, TOWN OF NEW PALTZ, VILLAGE OF NEW PALTZ, CITY OF BEACON, TOWN OF CLINTON, TOWN OF MARBLETOWN, CITY OF POUGHKEEPSIE, TOWN OF RED HOOK, TOWN OF PHILIPSTOWN, AND VILLAGE OF COLD SPRING (“THE SETTLEMENT CLASS”).**

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. THIS NOTICE PERTAINS TO THE PROPOSED SETTLEMENT OF A LAWSUIT. IF THE SETTLEMENT IS APPROVED BY THE COURT, MEMBERS OF THE SETTLEMENT CLASS WILL BE BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE PROPOSED SETTLEMENT AND RELATED MATTERS AND FROM PURSUING CERTAIN RELEASED CLAIMS. THEREFORE, IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS (DEFINED ABOVE) YOUR LEGAL RIGHTS WILL BE AFFECTED BY PROCEEDINGS IN THE ACTION.**

PLEASE TAKE NOTICE that the above-captioned class action lawsuit is being settled. The terms of the proposed settlement of the lawsuit (the “Settlement”) are set forth in a Settlement Agreement and Release, dated \_\_\_\_\_, 2024 (the “Settlement Agreement”). The Court has scheduled a Fairness Hearing to be held on \_\_\_\_\_, 2024, at \_\_\_\_:\_\_\_\_ a.m./p.m. at the Special Term of this Court, the Supreme Court of the State of New York, Ulster County, located at 285 Wall Street, Kingston, New York 12401, Room \_\_\_\_, to:

- a. Consider the Settlement pursuant to CPLR 901 *et. seq.* as fair, reasonable, adequate and in the best interests of the Settlement Class;
- b. Consider an Order and Final Judgment dismissing the Released Claims as against the Released Parties with prejudice, with each Party to bear his, her, or its own costs (except as otherwise provided in the Order and Final Judgment or in the Settlement Agreement);
- c. Consider, for purposes of the Settlement only, the certification of the Action as a Class Action under CPLR Article 9; and
- d. Hear such other matters as the Court may deem necessary and appropriate.

This Notice of Class Action, Proposed Settlement of Class Action, Settlement Hearing and Right to Appear (“Settlement Notice”) should be read in conjunction with, and is qualified in its entirety by reference to, the text of the Settlement Agreement, which has been filed with the Court. Unless stated otherwise, all capitalized terms used herein have the same meaning as set forth in the Settlement Agreement.

This Settlement Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement. If the Court approves the Settlement, the Parties to the Settlement will ask the Court to enter an Order and Final Judgment dismissing the Released Claims as against the Released Persons with prejudice. If you are a Settlement Class Member, this Settlement Notice will inform you of how, if you so choose, you may enter your appearance in the Action or object to the proposed Settlement and have your

objection heard at the Fairness Hearing. This Settlement Notice will also inform you how to exclude yourself (or “Opt Out”) from the Settlement Class should you choose to do so.

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.**

**A. BACKGROUND ON THE LAWSUIT AND PROPOSED SETTLEMENT**

The Municipal Plaintiffs<sup>4</sup> each contracted with Columbia Utilities Power, LLC on or around April 30, 2021 to receive renewable electricity supplied through the CCA Program for which Columbia Utilities Power, LLC served as the Energy Service Company, thereby providing the option for individual residents and small businesses located within those municipalities to participate in the CCA Program.

On June 3, 2022, the Municipal Plaintiffs, along with Individual Plaintiffs<sup>5</sup> and Joule Assets, Inc. (“Joule”) (together with the Municipal and Plaintiffs, “Plaintiffs”), filed a Verified Complaint (the “Complaint”) against Columbia Utilities Power, LLC and an affiliated entity<sup>6</sup> (collectively, “Columbia” or “Defendants”) in New York State Supreme Court, captioned *Town of Saugerties et al., v. Columbia Utilities Power, LLC et al.*, Index No. EF2022-1113 (N.Y. Sup. Ct., Ulster Co.) (the “Action”), seeking injunctive relief and damages in connection with the CCA Program and Columbia’s purported intention to terminate its contracts with the Plaintiff Municipalities and transfer all of its CCA Program customers back to the local utility, Central

<sup>4</sup> The Municipal Plaintiffs in the Action are comprised of: the Cities of Poughkeepsie and Beacon, the Towns of Saugerties, New Paltz, Clinton, Marletown, and Philipstown, and the Villages of New Paltz and Cold Spring.

<sup>5</sup> The Individual Plaintiffs are Fred Costello, the Supervisor of Municipal Plaintiff Town of Saugerties and a resident participant in the CCA Program, and Tim Rogers, the Mayor of Municipal Plaintiff Village of New Paltz and a resident participant in the CCA Program, on behalf of themselves and as representatives of the Settlement Class Members.

<sup>6</sup> While Columbia Utilities, LLC is named as a defendant in in this Action, Defendants maintain that Columbia Utilities provides natural gas supply to customers in New York and is not involved with the provision of electricity to CCA Program customers and had no part in the acts or events at issue in the Action.

Hudson Gas & Electric Corp. (“Central Hudson”). Among other things, the Complaint included claims and causes of action asserted against Columbia by the Individual Plaintiffs on their own behalf and as representatives of the Settlement Class.

In conjunction with their Complaint, Plaintiffs also filed a proposed Order to Show Cause on June 3, 2022, seeking to preliminarily enjoin and restrain Columbia from, among other things, transferring all of its CCA Program customers (including all Settlement Class Members) back to Central Hudson, which the Court so-ordered and entered on June 7, 2022 (the “Order to Show Cause”), including the temporary restraining order Plaintiffs requested (the “TRO”).

On June 6, 2022, the New York State Public Service Commission, on its own behalf and on behalf of the People of the State of New York (the “PSC”) (together with Plaintiffs, the “Plaintiff Parties”), filed a Proposed Intervenor’s Complaint for Injunctive Relief and Penalties against Columbia in the Action (the “PSC Complaint”), based on the same or related facts and allegations and seeking similar relief as the Complaint filed by the Plaintiffs in the Action, pursuant to the PSC’s accompanying motion to intervene, which the Court granted on August 12, 2024 by Stipulation of the Parties to the Action.

On July 18, 2021, while the TRO was in effect, the New York State Independent Operator (“NYISO”) terminated Columbia’s rights to participate in NYISO-administered market in New York State, resulting in the unilateral transfer of all of Columbia’s CCA Program customers (including all Settlement Class Members) back to Central Hudson as the local utility, as a result of Columbia’s failure to post approximately \$3.5 million in collateral by July 12, 2022 as required to comply with NYISO’s creditworthiness requirements.

On August 12, 2022, in addition to granting the PSC's Motion to Intervene, the Court in the Action adjourned the deadlines in the Order to Show Cause to allow the Parties to conduct discovery regarding NYISO's collateral demand and whether Columbia was in fact unable to meet it.

Columbia denies the material allegations in the Complaint and the PSC's Complaint, denies that it engaged in in any wrongdoing whatsoever—including, without limitation, in connection with the collateral demand and the transfer of Columbia's CCA Program customers (including all Settlement Class Members) as a result of Columbia's termination from the NYISO-administered market—and denies that any of the Plaintiff Parties are or were entitled to the injunctive relief, damages, and any other remedies they seek or have sought by and through the Action; and

The Parties have completed document discovery into the collateral demand and Columbia's ability to comply with the TRO, including the production of documents and information by Columbia in connection with Plaintiffs' and the PSC's allegations against Columbia, as well as third-party discovery from Central Hudson, and have engaged in settlement discussions, culminating in a mediation on April 3, 2024. As a result of the mediation, the Plaintiff Parties have concluded that settlement of all of the claims and causes of brought by or that could have been brought by the Plaintiff Parties against Columbia in the Action, including, without limitation, the claims and causes of action asserted on behalf of the Settlement Class by the Individual Plaintiffs, is fair, reasonable, adequate and in the best interests of all Settlement Class Members.

On \_\_\_\_\_, 2024, the Parties entered into the Settlement Agreement, and, on \_\_\_\_\_, 2024, filed a proposed Scheduling Order for Approval of

Settlement of Class Action (the “Fairness Hearing Order”). On \_\_\_\_\_, 2024, the Court entered and so-ordered the Fairness Hearing Order to consider, among other things, whether to approve the terms of the Settlement as set forth in the Settlement Agreement.

**B. KEY TERMS OF THE SETTLEMENT**

If the Settlement is approved by the Court, the claims and causes of action asserted against Columbia by the Plaintiff Parties, including those brought on behalf of the Settlement Class, will be DISMISSED WITH PREJUDICE pursuant to an Order and Final Judgment to be entered by the Court, and Columbia will receive releases from the Plaintiff Parties, including all Settlement Class Members who do not Opt Out of the Settlement, for any and all claims that have or could be asserted against Columbia in connection with the Action. In exchange, Columbia will pay a total of \$1,500,000.00 into a Settlement Fund that, after the deduction of expenses, will be used for the benefit of the Settlement Class Members, and provide corresponding releases to the Plaintiff Parties, including all Settlement Class Members who do not Opt Out of the Settlement. These terms are discussed in further detail below.

**Settlement Fund**

In exchange for the dismissal of the Action and the releases it will receive (discussed further below), Columbia will pay a total of \$1,500,000.00 into a settlement fund (the “Settlement Fund”) by June 1, 2025 as follows: (a) payment of \$1,000,000.00 by August 1, 2024 ; and (b) payment of the remaining \$500,000.00 by June 1, 2025 through monthly installment payments of \$50,000 per month beginning on September 1, 2024. Columbia may elect to pay more than the minimum amount for any monthly installment payment, in which case any additional amount paid over the minimum monthly payment amount will be credited to future monthly installment payments, with the understanding that Columbia remains obligated to pay a



total of \$1,000,000.00 to the Settlement Fund by August 1, 2024 and to pay the remaining \$500,000.00 to the Settlement Fund by June 1, 2025, for an aggregate amount of \$1,500,000.00 by June 1, 2025.

The Settlement Fund will be paid into and held in an interest-bearing Escrow Account administered by Simpluris as the Escrow Agent and Settlement Administrator in accordance with the terms of the Settlement and as provided in the Settlement Agreement. Specifically, the Settlement Fund will be used to disburse refunds in equal amounts to the members of the Settlement Class who have not opted out. In addition, all expenses, fees, taxes, and other costs associated with providing notice and administering the Settlement Fund, as well as reasonable actual attorneys' fees and costs not to exceed twenty percent of the Settlement Funds, shall be paid out of the Settlement Fund (together with any interest accrued thereon). Once Columbia has satisfied its payment obligations with respect to the Settlement Fund, Columbia shall not have any liability or responsibility whatsoever with respect to the Settlement Fund, including with respect to any costs, fees, expenses, taxes incurred or imposed thereon, or the actions of the Escrow Agent/Settlement Administrator in the administration, management, allocation, and/or disbursement of the Settlement Fund.

### **Releases**

The Plaintiff Parties, including all Settlement Class Members who do not Opt Out of the Settlement (the "Releasing Parties"), in exchange for Columbia's payment of the Settlement Fund, will release Columbia Utilities Power, LLC and Columbia Utilities, LLC and any of their former, present, and future assigns, predecessors, successors, affiliates, parent companies, subsidiaries, controller companies, employees, officers, directors, principals, and agents (collectively, the "Released Parties") from any and all claims, including any and all claims,

rights, and liabilities of any nature, including, but not limited to, actions, claims, demands, causes of action, obligations, damages, debts, charges, attorneys' fees, costs, arbitrations, forfeitures, judgments, indebtedness, liens and losses of any kind, source or character whether arising out of federal or state law, whether known, suspected to exist or unknown, whether asserted or unasserted, whether asserted by any Releasing Party either on its own behalf or on behalf of any other Person, whether in contract, express or implied, tort, at law or in equity or arising under or by virtue of any statute or regulation, by reason of, arising out of, that are related to any of the facts, acts, events, transactions, occurrences, courses of conduct, business practice or relationship, representations, omissions, circumstances or other matters related in any way to the Action, addressed in this Agreement, and/or that could have been brought in the Action against any of the Released Parties, including any claims related to the Released Parties' conduct in connection with the CCA Program (the "Released Claims"), excluding only claims the Releasing Parties could assert to enforce the Settlement under the Settlement Agreement.

The PSC will also agree and acknowledge that (i) the Settlement resolves all investigative and other regulatory enforcement actions related to Columbia's participating in and conduct relating to the CCA Program; and (ii) upon satisfying its payment obligations with respect to the Settlement Fund, nothing related to this Action shall prohibit Columbia from being eligible to supply electricity and/or natural gas to customers using the transmission or distribution system of a utility as an ESCO in New York State. The PSC will further agree and acknowledge that the PSC will not challenge Columbia's ability to re-enter the NYISO-administered market as an ESCO based on any conduct or allegations relating to the Action.

In addition to the releases they will receive, the Releasing Parties (as defined above), will fully, finally, and forever release, relinquish, and discharge any and all claims against the

Releasing Parties and any of their former, present, and future assigns, predecessors, successors, affiliates, parent companies, subsidiaries, controller companies, employees, officers, directors, principals, and agents, from any and all claims arising out of or relating to their filing, prosecution, and settlement of the Action and the Released Claims, again, similarly excluding only claims the Releasing Parties could assert to enforce the Settlement under the Settlement Agreement.

**C. REASONS FOR THE SETTLEMENT**

The Plaintiff Parties contend that they brought the Action against Defendants in good faith and that the claims asserted against Defendants in the Action have legal merit, but nevertheless acknowledge that Defendants would continue to assert legal and factual defenses to such claims. With the informed understanding—based on representations from Columbia—and recognition that further litigation in the Action would only deplete any potential recovery for the Plaintiff Parties, and thereby reduce the amount of funds that could be used for the benefit of the Settlement Class, and considering that the Settlement would eliminate the burden, expense, and risk of further litigation, the Plaintiff Parties believe that the terms of the Settlement are fair, reasonable, adequate and in the best interest of the Settlement Class.

Defendants have denied, and continue to deny, that they committed any violation of law or of their contractual obligations or engaged in any of the wrongful acts alleged against them in the Action. Defendants are entering into this Agreement solely because the proposed Settlement would eliminate the burden, expense and risk of further litigation.

**D. CLASS ACTION DETERMINATION**

Pursuant to CPLR 901 *et. seq.*, and for purposes of the Settlement only, the Court has *conditionally* certified the Action as a class action on behalf of the Settlement Class, defined as follows:

The putative class of all Persons or businesses who, as of July 18, 2022, still participated in the Hudson Valley Power Community Choice Aggregation Program administered by Joule and through which Columbia Utilities, Power, LLC contracted to supply renewable energy (the “CCA Program”), as a resident or small business located within a municipality participating in the CCA Program, as represented by the Individual Plaintiffs in the Action.<sup>7</sup> Excluded from the Settlement Class are (1) those Persons who timely and validly Opt Out of the Settlement pursuant to the Settlement Notice; (2) the judicial officers to whom this case is assigned and any members of their staffs and immediate families; and (3) any heirs, assigns, or successors of any of the Persons or entities described in parts (1) and (2) of this paragraph.

SETTLEMENT CLASS MEMBERS SHALL HAVE THE RIGHT TO SEEK EXCLUSION (“OPT OUT”) FROM THE SETTLEMENT ONLY AS TO THE RELEASED CLAIMS FOR MONETARY DAMAGES arising out of the causes of action asserted against Defendants, as provided further below.

**E. FAIRNESS HEARING**

The Court has scheduled a Fairness Hearing to be held on \_\_\_\_\_, 2024, at \_\_:\_\_\_ a.m./p.m. at the Special Term of this Court, the Supreme Court of the State of New York, Ulster County, located at 285 Wall Street, Kingston, New York 12401, Room \_\_\_, to:

- a. Consider the Settlement pursuant to CPLR 901 *et. Seq.* as fair, reasonable, adequate and in the best interests of the Settlement Class;
- b. Consider an Order and Final Judgment dismissing the Released Claims as against the Released Parties with prejudice, with each Party to bear his, her, or its own

<sup>7</sup> The following municipalities participated in the CCA Program: TOWN OF SAUGERTIES, TOWN OF NEW PALTZ, VILLAGE OF NEW PALTZ, CITY OF BEACON, TOWN OF CLINTON, TOWN OF MARBLETOWN, CITY OF POUGHKEEPSIE, TOWN OF RED HOOK, TOWN OF PHILIPSTOWN, and VILLAGE OF COLD SPRING.

costs (except as otherwise provided in the Order and Final Judgment or in the Settlement Agreement);

- c. Consider, for purposes of the Settlement only, the certification of the Action as a Class Action under CPLR Article 9; and
- d. Hear such other matters as the Court may deem necessary and appropriate.

The Court has reserved the right to adjourn the Fairness Hearing or modify any of the dates or deadlines set forth herein without further notice to the Settlement Class.

The Court has reserved the right to approve the Settlement at or after the Fairness Hearing with such modifications as may be consented to by the Parties to the Action and without further notice to the Settlement Class.

**F. RIGHT TO APPEAR, OBJECT, AND/OR OPT OUT OF THE SETTLEMENT**

Any Settlement Class Member may appear and show cause at the Fairness Hearing if he, she or it has any reason why the proposed Settlement of the Action should not be approved as fair, reasonable, adequate and in the best interest of the Settlement Class. However, in order to have their objections heard, any member of the Settlement Class who seeks to object to the Settlement must file with the Court and deliver to the following counsel for Parties to these proceedings a written notice of objection, signed as authorized by the objecting shareholder and setting ground(s) for the objection, by no later than thirty (30) days before the Fairness Hearing. Counsel to whom such objections must be sent are as follows:

Hodgson Russ LLP  
Aaron M. Saykin, Esq.  
Daniel A. Spitzer, Esq.  
140 Pearl Street, Suite 100  
Buffalo, New York 14202-4040  
dspitzer@hodgsonruss.com  
asaykin@hodgsonruss.com

*Counsel for Plaintiffs*

Public Service Commission, State of New York  
Dennis F. DiBari  
Three Empire State Plaza  
Albany, New York 12223-1350  
dennis.dibari@dps.ny.gov

*Counsel for Plaintiff-Intervenor*

McDermott Will & Emery LLP  
Warren Haskel  
Timothy C. Cramton  
One Vanderbilt Avenue  
New York, New York 10017-3852  
whaskel@mwe.com  
tcramton@mwe.com

*Counsel for Defendants*

Only those Settlement Class Members who have filed and delivered such valid and timely written notice of objections will be entitled to be heard at the Fairness Hearing unless the Court orders otherwise.

Any Settlement Class Member who seeks to Opt Out from the Settlement as to the Released Claims for monetary damages must submit a request to do so, *in writing* to the Settlement Administrator as follows:

Simpluris  
PO Box 25226  
Santa Ana CA 92799-9874

Notice of any request to Opt Out of the Settlement must be provided no later than thirty (30) days from the Fairness Hearing, and must be postmarked no later than such deadline (the “Opt Out Deadline”) and include: the name, address, telephone number; email address and signature of the Settlement Class Member seeking to Opt Out of the Settlement.

Only those members of the Settlement Class who have filed and delivered a valid and timely request to Opt Out by the Opt Out Deadline will be excluded from the Settlement Class, unless the Court orders otherwise.

**FOR FURTHER INFORMATION**

PLEASE DO NOT WRITE OR CALL THE COURT WITH INQUIRIES ABOUT THIS SETTLEMENT NOTICE. INQUIRIES OR COMMENTS ABOUT THE SETTLEMENT MAY DIRECTED TO THE SETTLEMENT ADMINISTRATOR:

Simpluris  
PO Box 25226  
Santa Ana CA 92799-9874

*Counsel for Plaintiffs*

Further information is also available at [insert website address]

**SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2024, BY ORDER OF THE SUPREME COURT OF THE STATE OF NEW YORK, ULSTER COUNTY.**

---

Hon. David M. Gandin, J.S.C.

# Exhibit C



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ULSTER

TOWN OF SAUGERTIES, TOWN OF NEW  
PALTZ, VILLAGE OF NEW PALTZ, CITY OF  
BEACON, TOWN OF CLINTON, TOWN OF  
MARBLETOWN, CITY OF POUGHKEEPSIE,  
TOWN OF RED HOOK, TOWN OF  
PHILIPSTOWN, VILLAGE OF COLD SPRING,  
FRED COSTELLO, TIM ROGERS, and JOULE  
ASSETS, INC.,

Plaintiffs,

-against-

COLUMBIA UTILITIES POWER, LLC and  
COLUMBIA UTILITIES, LLC,

Defendants.

Index No. EF2022-1113

Hon. David M. Gandin

**ORDER AND FINAL  
JUDGMENT**

WHEREAS, the Parties to the above-captioned class action (the “Action”) applied pursuant to Article 9 of New York Civil Practice Law and Rules (“CPLR”) for an Order (the “Scheduling Order”) approving the proposed settlement of the Action in accordance with the terms of the Settlement Agreement and Release, dated as of \_\_\_\_\_, 2024 (the “Settlement Agreement”) (attached hereto as **Exhibit A**) including the dismissal the Action with prejudice upon the terms and conditions set forth in the Settlement Agreement (the “Settlement”);

WHEREAS, the Court entered and so-ordered the Scheduling Order on \_\_\_\_\_, 2024, with the consent of all Parties and the Court having read and considered the Settlement Agreement and accompanying documents and exhibits filed thereto with the Court; and

WHEREAS, the Court held a hearing as noticed on \_\_\_\_\_, 2024, pursuant to the Scheduling Order (the “Fairness Hearing”) to consider and determine the matters set forth in the Scheduling Order; and due and sufficient notice having been given as provided in

the Scheduling Order and accompanying notice approved and so-ordered by the Court (the “Settlement Notice”); and all persons having any objection to the proposed Settlement described in the Settlement Notice having been given an opportunity to present such objections to the Court at the Fairness Hearing; and all persons seeking exclusion from the Settlement Class as set forth in the Settlement Agreement and described in the Settlement Notice having been given an opportunity to submit any request for exclusion; the Court having heard and considered the matter at the Fairness Hearing, including all papers filed in connection therewith, and good cause appearing therefor;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:**

1. This Order and Final Judgment incorporates by reference the definitions in the Settlement Agreement executed by the parties on and filed with the Court and all terms used herein shall have the same meanings as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the Action and over the Parties who have appeared in the Action.

3. The Settlement Notice and the method of its dissemination is hereby determined to have been fair, reasonable, and adequate notice under the circumstances and in full compliance with CPLR 901 *et seq* and the requirements of due process under the United States Constitution and other applicable laws.

4. Pursuant to CPLR 901 *et. seq.*, and for the purposes of the Settlement only, the Court certifies the Action as a class action on behalf of the Settlement Class, defined as follows:

The putative class of all Persons or businesses who, as of July 18, 2022, still participated in the Hudson Valley Power Community Choice Aggregation Program administered by Joule and through which Columbia Utilities, Power, LLC contracted to supply renewable energy (the “CCA Program”), as a resident or small business located within a municipality

participating in the CCA Program, as represented by the Individual Plaintiffs in the Action.<sup>8</sup>

5. Excluded from the Settlement Class are (1) those Persons who timely and validly Opt Out of the Settlement pursuant to the Settlement Notice, and the Court notes and approves that all SETTLEMENT CLASS MEMBERS HAD THE RIGHT TO SEEK SUCH EXCLUSION FROM THE SETTLEMENT ONLY AS TO RELEASED CLAIMS (AS DEFINED IN THE SETTLEMENT AGREEMENT AND IN THE SETTLEMENT NOTICE) FOR MONETARY DAMAGES; (2) the judicial officers to whom this case is assigned and any members of their staffs and immediate families; and (3) any heirs, assigns, or successors of any of the Persons or entities described in parts (1) and (2) of this paragraph.

6. The Court hereby approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is in all respects fair, reasonable, adequate and in the best interests of the Settlement Class.

7. The Released Claims as against the Released Parties are hereby DISMISSED WITH PREJUDICE, with each party to bear his, her, or its own costs and attorneys' fees (except as otherwise provided in this Order and Final Judgment or the Settlement Agreement), and all other terms and releases set forth in the Settlement Agreement and as provided by therein are now hereby effective.

8. Without in any way affecting the finality of this Order and Final Judgment, this Court shall retain jurisdiction for the purpose of enforcing the Settlement and the terms of the Settlement Agreement, and shall retain exclusive jurisdiction and authority to consider, rule upon, and issue a final order with respect to suits, whether judicial, administrative or otherwise,

<sup>8</sup> The following municipalities participated in the CCA Program: TOWN OF SAUGERTIES, TOWN OF NEW PALTZ, VILLAGE OF NEW PALTZ, CITY OF BEACON, TOWN OF CLINTON, TOWN OF MARBLETOWN, CITY OF POUGHKEEPSIE, TOWN OF RED HOOK, TOWN OF PHILIPSTOWN, and VILLAGE OF COLD SPRING.

which may be instituted by any person, individually or derivatively, with respect to the Settlement and the Settlement Agreement.

9. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

10. The Clerk of the Court shall enter this Order and Final Judgment.

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Hon. David M. Gandin, J.S.C.

**RESOLUTION  
(R 24-53)**

**RESOLUTION INTRODUCING A LOCAL LAW ADOPTING A NEW ZONING CODE  
FOR THE CITY OF POUGHKEEPSIE**

**INTRODUCED BY INTRODUCED BY CHAIRMAN WILSON, COUNCILMEMBERS  
PATTERSON THOMPSON, MENIST AND JAMES:**

**BE IT RESOLVED** that an introductory Local Law adopting a new zoning code for the City of Poughkeepsie be and hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

**BE IT FURTHER RESOLVED** that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council and are available for the public's review at <https://www.pk4keeps.org/> ; and

**BE IT FURTHER RESOLVED** that the Council shall hold a public hearing on said proposed local law to receive comment from the public on Tuesday, September 17, 2024 at \_\_\_\_\_ pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

**BE IT FURTHER RESOLVED** that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

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

(LL 24-XX)

**A LOCAL LAW ADOPTING A NEW ZONING CODE FOR THE CITY OF  
POUGHKEEPSIE**

**SPONSOR:**

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

**SECTION 1:** History of the Development of the New Zoning Code

**WHEREAS**, the City of Poughkeepsie Common Council assigned the task of reviewing and updating the City’s Comprehensive Plan and potential zoning changes to a steering committee that worked, in conjunction with the City of Poughkeepsie’s Department of Planning & Zoning, czbLLC and Ingalls Planning & Design, to solicit feedback from the broader public and developed a draft document known as *PK4Keeps: A Comprehensive Plan for Poughkeepsie* (the “Comprehensive Plan”) as well as targeted updates to the City of Poughkeepsie Zoning Code; and

**WHEREAS**, the Steering Committee submitted the draft Comprehensive Plan to the Common Council for their consideration; and

**WHEREAS**, after public hearing in compliance with General City Law, the Comprehensive Plan was adopted on September 5, 2022; and

**WHEREAS**, the City has held the following public engagement sessions to obtain public feedback and comment on the proposed zoning code:

- Public comment was accepted via online surveys at <https://www.pk4keeps.org/> in July 2021 and November 2021
- In March 2022, a joint open house was held for comment on both the then-proposed Comprehensive Plan and the proposed zoning code.
- In August 2022, an open house was held for feedback on the proposed zoning districts.
- The draft zoning code and map, as periodically revised, have been available online since March 2023 at <https://www.pk4keeps.org/>.
- In September 2023, the consultants and city staff held a public presentation of the Draft zoning document and map.
- Open house on the draft zoning document and map in early March 2024.
- Open House on the draft zoning document and map in late March 2024.
- On June 18, 2024, consultants and city staff gave a presentation to City Council.

**WHEREAS**, a draft zoning code was transmitted to Dutchess County Planning on December 29, 2022 and the County responded by comment letter dated February 10, 2023, and the City has reviewed and considered those comments; and

**WHEREAS**, the updated draft zoning code was again circulated to Dutchess County Planning Board a long form Environmental Impact Statement Part I on \_\_\_\_\_; and

**WHEREAS**, the Common Council adopted a negative declaration of environmental significance on \_\_\_\_\_

**WHEREAS**, the City held public hearing(s) on \_\_\_\_\_

**SECTION 2:** Existing Chapter 19 of the Code of the City of Poughkeepsie shall be deleted and replaced in full with the zoning code attached hereto as Exhibit A

**SECTION 3.** This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

**BE IT FURTHER RESOLVED**, that copies of the aforesaid proposed Local Law be laid upon the desk of each council member; and

**BE IT FURTHER RESOLVED**, that the Common Council shall hold a public hearing on said proposed Local Law and that the City Clerk shall publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

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



# Chapter 19

## **City of Poughkeepsie** Zoning and Land Use Regulations

**FINAL DRAFT** - June 2024





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**Article 1**

# **ARTICLE 1: GENERAL PROVISIONS**

Short Title  
Purposes,  
Interpretation, and  
Greenway Connections



Article 1

Section  
19-1.1  
Short Title

Short Title.

This Chapter shall be known as the “City of Poughkeepsie Comprehensive Land Use and Zoning Ordinance” and may be cited as the “City of Poughkeepsie Zoning Ordinance.”

Section  
19-1.2  
Purposes

Purposes.

There is hereby established a Comprehensive Zoning Chapter for the City of Poughkeepsie which is based on the Comprehensive Plan for the City adopted by the Common Council. Said chapter is adopted for the purposes set forth in Subdivisions 24 and 25 of § 20 of the General City Law, which, in the interest of the protection and promotion of the public health, safety and general welfare, shall be deemed specifically to include the following, among others:

1. The continued viability and improvement of the City’s residential environment and economy and the assurance of adequate and necessary sites for a full range of residential, industrial, commercial, recreational, open space and public and quasi-public uses reflecting local and appropriate regional needs.
2. The facilitation of the efficient, economic and adequate provision of streets, utilities and other public facilities and services.
3. The prevention and reduction of traffic congestion, so as to promote efficient and safe circulation of vehicles and pedestrians.
4. The maximum protection of residential and nonresidential areas from the intrusion of incompatible land uses, from traffic congestion and from environmental pollution, including the provision of adequate light and air and from threats to the safety of persons or property.
5. Preservation of the City’s historic heritage and in particular the protection of historic buildings, sites and their environs.
6. The timely elimination of blight and undesirable nonconforming uses.
7. The enhancement of the appearance of the City of Poughkeepsie, particularly in terms of scale and design.
8. The encouragement of flexibility in the design and development of land and buildings in such a way as to promote the most appropriate use of lands, to facilitate more economic provision of streets and utilities and to enhance and protect the quality of the

natural and built environment of the City.

**Section  
19-1.3**  
Interpretation

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## Interpretation.

In their interpretation and application, the provisions of this chapter shall be held to be the minimum requirements for the promotion of the public health, safety, convenience, comfort and general welfare. It is not intended by this chapter to interfere with or abrogate or annul any easement, covenant or other agreement between parties; provided, however, that when this chapter imposes a greater restriction on the use of buildings or land or on the heights of buildings or requires larger open spaces or imposes any higher standards than are imposed or required by any other statute, law, ordinance, rule, regulation or by any easement, covenant or agreement, the provisions of this chapter shall control. Where the requirements of this chapter differ from the requirements of another statute, law, ordinance, rule or regulation or other government agency, the more restrictive shall govern.

**Section  
19-1.4**  
Greenway  
Connections

---

## Greenway Connections.

1. Pursuant to the provisions of § 44-0119 of the Environmental Conservation Law of the State of New York, the City of Poughkeepsie hereby adopts as a statement of land use policies, principles and guides the document entitled "Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities" dated March 8, 2000 (hereinafter referred to as Greenway Connections), by which action the City of Poughkeepsie becomes a participating community in the Greenway Compact.
2. Proposals to amend Greenway Connections may from time to time be made by the Hudson River Valley Greenway Communities Council (hereinafter referred to as "Greenway Council") in response to requests from participating communities. Within 90 days of receipt of any such proposal from the Greenway Council, the Common Council shall determine by resolution whether to accept or to reject such proposed amendment. Any proposed amendment so accepted shall be considered an amendment of Greenway Connections as adopted by the City of Poughkeepsie. Any proposed amendment rejected by the Common Council will not be considered to be an amendment of Greenway Connections for the City of Poughkeepsie, and notice of such rejection shall promptly be provided to the Greenway Council. Failure of the Common Council to accept such proposed amendment shall be deemed a rejection thereof.
3. It is the stated policy of the Common Council of the City of Poughkeepsie that when the City considers future enactments or amendments of its land use laws, rules or regulations, the Common Council shall consider the statement of land use policies, principles and guidelines contained in the Greenway Connections in its deliberative process, and the Common Council shall, prior to

Article 1

Section  
19-1.5  
List of Districts

enacting such land use law, rule or regulation, make a finding that such law, rule or regulation is consistent with the land use policies, principles and guidelines contained in Greenway Connections to the extent the Common Council deems appropriate. All determinations made hereunder shall be deemed legislative decisions within the Common Council’s legislative discretion.

- 4. The Common Council hereby finds that any City reviewing board, including but not limited to the Planning Board and Zoning Board of Appeals, in its deliberations on any discretionary actions under this chapter, shall consider the statement of policies, principles and guidelines, Greenway Connections, as such reviewing board deems appropriate and relevant in its determinations on such discretionary decisions.

List of Districts.

For the purposes of this chapter, the City of Poughkeepsie is divided into the following zoning districts:

- 1. Residential Districts
  - RNA Residential Neighborhood A
  - RNB Residential Neighborhood B
  - RNC Residential Neighborhood C
  - RND Residential Neighborhood D
  - RC3 Residential Community 3
  - RC5 Residential Community 5
- 2. Mixed-use Districts
  - MU3 Mixed Use 3
  - MU5 Mixed Use 5
  - PID-A Poughkeepsie Innovation District A
  - PID-B Poughkeepsie Innovation District B
  - IM Industrial Mixed
- 3. Special Districts
  - PRD Planned Residential Development
  - CD Campus Development
  - W Waterfront
  - W-G Walkway-Gateway
  - WTOD Waterfront Transit-Oriented Development

**Section  
19-1.6**  
Zoning Map

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**Zoning Map.**

The boundaries of the districts are hereby established as shown on the map entitled "Zoning Map of the City of Poughkeepsie, New York," which map is made and is declared to be part of this chapter. Said map, hereinafter referred to as the "Zoning Map," may be amended in the same manner as any other part of this chapter.

The official copy of the Zoning Map certified by the City Poughkeepsie, indicating the latest amendments, shall be kept up-to-date in the office of the Zoning Administrator for the use and benefit of the public. The Official Zoning Map shall be the final authority as to the current zoning classification of any land within the boundaries of the City.

**Section  
19-1.7**  
Boundaries

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**Boundaries.**

Unless otherwise indicated on the Map, the boundaries are lot lines, centerlines of streets, alleys, railroad rights-of-way, streams, rights-of-way or the corporate limits of the City.

Where a district boundary divides a parcel or lot, the location of such boundary, if not indicated by dimensions shown upon such Zoning Map, shall be determined by the use of the scale appearing thereon:

1. In all cases where a district boundary divides a lot in one ownership, the provisions of the more restrictive district shall control, regardless of percentages.
2. In all cases where a district boundary line is located not farther than 15 feet away from a lot line of record, such boundary line shall be construed to coincide with such lot line.
3. In all other cases where dimensions are not shown on the Map, the location of boundaries shown on the Map shall be determined by the Zoning Administrator by application of a scale thereto.
4. Where natural or man-made features existing on the ground are at variance with those shown on the Zoning Map or in other circumstances not covered in the subsections above, the district boundaries shall be interpreted by the Board of Appeals.
5. For purposes of this section, all lots of record or lot lines of record

**Article 1****Section  
19-1.8**

Applicability  
of district  
regulations to  
existing parcels  
and buildings  
and future  
developments

shall be determined as they existed on the effective date of this subsection.

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## Applicability of district regulations to existing parcels and buildings and future developments.

1. Conformity required. Except as hereinafter set forth, no land, building or structure or part thereof shall hereafter be constructed, erected, altered or moved, unless in conformity with the regulations specified in this chapter for the district in which it is located or into which it is to be moved.
2. Completion of structures for which building permit has been issued. Nothing in this chapter shall be deemed to require any change in the plans, construction or designated use of any building or structure if a building permit therefor was duly and legally issued prior to the effective date of this chapter and actual construction pursuant thereto was lawfully begun prior to said effective date and has been diligently carried on.

For purposes of this section, “actual construction” is defined to be the actual placing of construction materials in their permanent position, fastened in a permanent manner, except that where demolition or removal of an existing building or structure has been substantially begun preparatory to rebuilding, such demolition and removal shall be deemed to be “actual construction.” Similarly, whenever a district shall be changed hereafter, the provisions of this chapter with regard to building permits duly and legally issued prior to the effective date of this chapter shall apply to building permits duly and legally issued for construction in such changed district prior to the effective date of the amendment effecting such change.

3. Where a lot is formed from part of a lot already occupied by a building, such separation shall be effected in such a manner as not to impair any of the provisions of this chapter with respect to the existing building, and no building permit shall be issued for the construction or erection of a building or structure upon the new lot thus created, unless it complies with the provisions of this chapter.
4. Prohibition of noxious uses. Regardless of any other provisions of this Chapter, any use that is noxious with regard to its impact on air or water or which creates noxious noise vibration or glare shall be prohibited.

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**Article 2**

## **ARTICLE 2:**

# **RESIDENTIAL DISTRICTS**

The residential districts are intended to accommodate a variety of housing options in a walkable urban environment. Districts are provided for both the neighborhood scale and community scale. The neighborhood scale districts are intended for a variety of low-intensity housing options including single-family homes, duplexes, triplexes, and fourplexes. The community scale districts are intended to accommodate a variety of medium-intensity housing options from duplexes to larger apartment complexes.



Article 2

Section 19-2.1  
Residential Neighborhood A - (RNA)

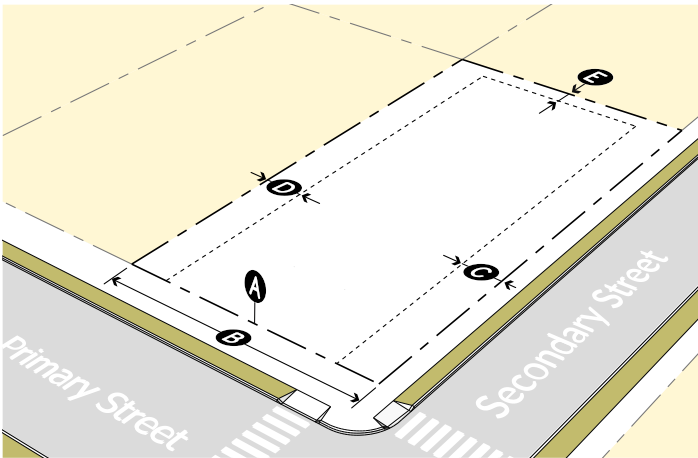
Residential Neighborhood A - (RNA)

1. Purpose

The intent of the Residential Neighborhood A District (RNA) is to assist in the creation of neighborhoods with relatively open character for single-unit dwellings as well as to provide for low-impact facilities and uses that benefit from a low-density residential environment.

RNA

2. Lots & Parking



LOT AREA AND COVERAGE

|   |                    |                  |
|---|--------------------|------------------|
| A | Lot area [min]     | 6,000 sf         |
| B | Lot width [min]    | 50 ft            |
| C | Lot coverage [max] | 60% <sup>1</sup> |

<sup>1</sup> Includes all impervious surfaces. For lots with a width less than 50 feet, side yard setbacks shall not be required.

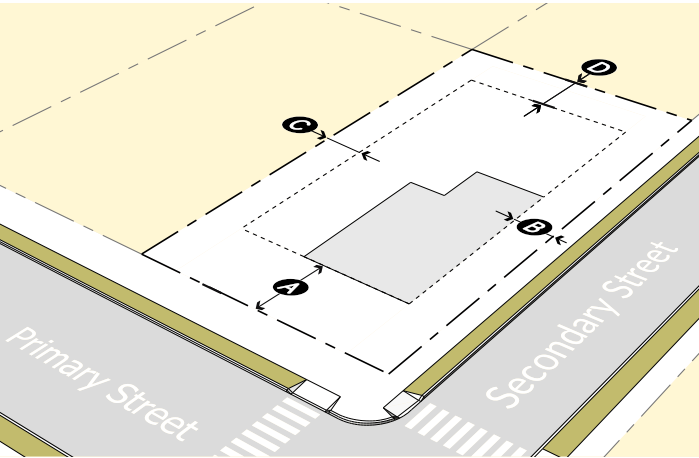
PARKING LOCATION & ACCESS

|   |                                     |                     |
|---|-------------------------------------|---------------------|
| D | Primary street yard [min]           | Varies <sup>1</sup> |
| E | Secondary street yard setback [min] | 10 ft               |
| F | Side yard setback [min]             | 10 ft <sup>2</sup>  |
| G | Rear yard setback [min]             | 5 ft                |
|   | Driveway width [max]                | 15 ft               |

<sup>1</sup> The primary street yard shall be 5 feet greater than the primary structure setback.

<sup>2</sup> For lots with a width less than 50 feet, side yard setbacks shall not be required.

### 3. Building Placement

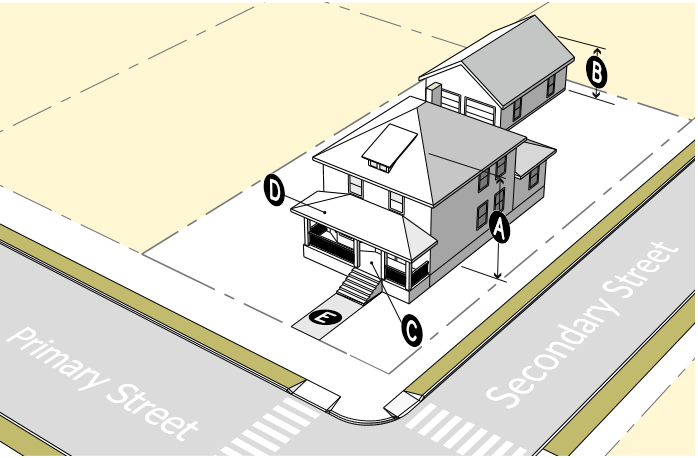


| PRIMARY STRUCTURE SETBACKS |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| A                          | Primary street setback [min]   | avg. or 25 ft <sup>1</sup> |
| B                          | Secondary street setback [min] | 10 ft                      |
| C                          | Side setback [min]             | 10 ft                      |
| D                          | Rear setback [min]             | 15 ft                      |

<sup>1</sup> Within 2 feet of the average setback of the two lots on each side of the subject lot (4 lots total).

| ACCESSORY STRUCTURE SETBACKS |                               |               |
|------------------------------|-------------------------------|---------------|
| E                            | Primary street yard           | Not permitted |
| F                            | Secondary street yard         | Not permitted |
| G                            | Within side / rear yard [min] | 5 ft          |

### 4. Building Composition



| HEIGHT |                                      |           |
|--------|--------------------------------------|-----------|
| A      | Building height [max stories / feet] |           |
|        | Primary building height [max]        | 2.5/35 ft |
| B      | Accessory building / structure [max] | 25 ft     |

| ENTRANCE |                                           |          |
|----------|-------------------------------------------|----------|
| C        | Primary street facing entrance            | Required |
| D        | Porch or portico                          | Required |
| E        | Sidewalk from entrance to public sidewalk | Required |

| DENSITY |                         |   |
|---------|-------------------------|---|
| F       | Dwelling units per lot  |   |
|         | Primary unit [max]      | 1 |
|         | Accessory dwelling unit | 1 |

Article 2

Section 19-2.2

Residential Neighborhood B - (RNB)

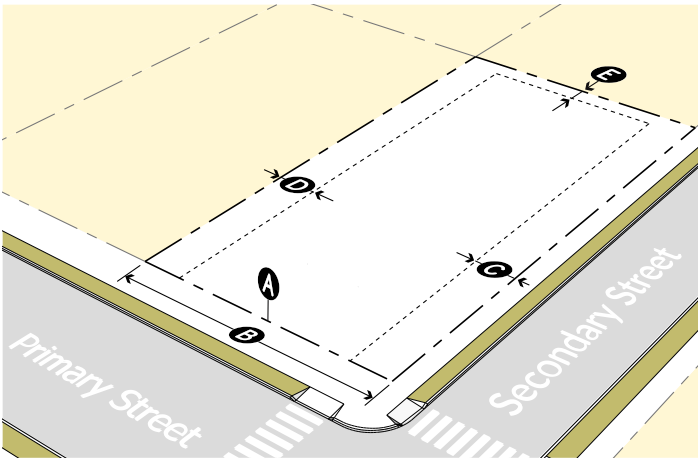
Residential Neighborhood B - (RNB)

1. Purpose

The intent of the Residential Neighborhood B District (RNB) is to provide for areas of compact single-unit and two-unit residential development on individual lots. Additionally, the RNB District will provide for facilities and uses which serve residents of those areas and to provide opportunity for more intensive use of large older residential structures as a means of assuring neighborhood stability.

RNB

2. Lots & Parking



LOT AREA AND COVERAGE

|   |                    |                  |
|---|--------------------|------------------|
| A | Lot area [min]     | 4,000 sf         |
| B | Lot width [min]    | 30 ft            |
| C | Lot coverage [max] | 60% <sup>1</sup> |

<sup>1</sup> Includes all impervious surfaces.

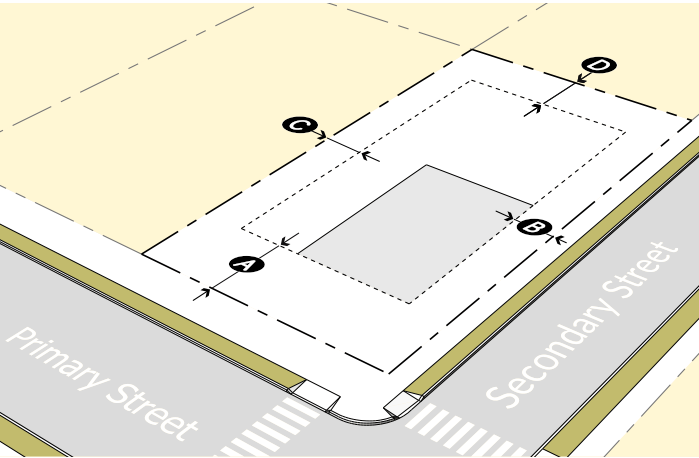
PARKING LOCATION & ACCESS

|   |                                     |                     |
|---|-------------------------------------|---------------------|
| D | Primary street yard [min]           | Varies <sup>1</sup> |
| E | Secondary street yard setback [min] | 10 ft               |
| F | Side yard setback [min]             | 10 ft <sup>2</sup>  |
| G | Rear yard setback [min]             | 5 ft                |
|   | Driveway width [max]                | 15 ft               |

<sup>1</sup> The primary street yard shall be 5 feet greater than the primary structure setback.

<sup>2</sup> For lots with a width less than 50 feet, side yard setbacks shall not be required.

3. Building Placement

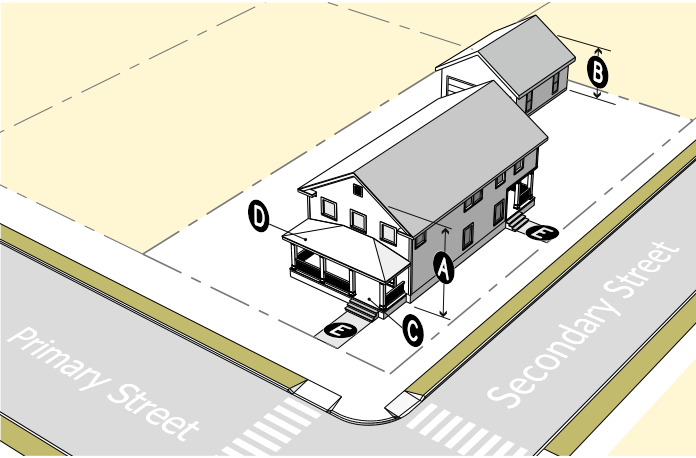


| PRIMARY STRUCTURE SETBACKS |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| A                          | Primary street setback [min]   | avg. or 20 ft <sup>1</sup> |
| B                          | Secondary street setback [min] | 10 ft                      |
| C                          | Side setback [min]             | 5 ft                       |
| D                          | Rear setback [min]             | 15 ft                      |

<sup>1</sup> Within 2 feet of the average setback of the two lots on each side of the subject lot (4 lots total).

| ACCESSORY STRUCTURE SETBACKS |                               |               |
|------------------------------|-------------------------------|---------------|
| E                            | Primary street yard           | Not permitted |
| F                            | Secondary street yard         | Not permitted |
| G                            | Within side / rear yard [min] | 5 ft          |

4. Building Composition



| HEIGHT |                                      |           |
|--------|--------------------------------------|-----------|
| A      | Building height [max stories / feet] |           |
|        | Primary building height [max]        | 2.5/35 ft |
| B      | Accessory building / structure [max] | 25 ft     |

| ENTRANCE |                                           |          |
|----------|-------------------------------------------|----------|
| C        | Primary street facing entrance            | Required |
| D        | Porch or portico                          | Required |
| E        | Sidewalk from entrance to public sidewalk | Required |

| DENSITY |                         |   |
|---------|-------------------------|---|
| F       | Dwelling units per lot  |   |
|         | Primary unit [max]      | 2 |
|         | Accessory dwelling unit | 1 |



Article 2

Section 19-2.3  
Residential Neighborhood C - (RNC)

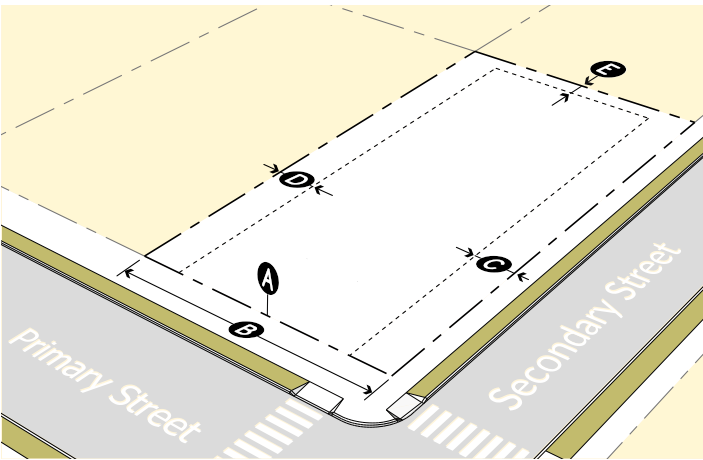
Residential Neighborhood C - (RNC)

1. Purpose

The intent of the Residential Neighborhood C District (RNC) is to provide areas for a broad range of housing types including one-unit, two-unit, three-unit and four-unit housing. Development in the RNC is at a medium-to-high density that is commensurate with the existing scale of streets and neighborhoods in the RNC District.

RNC

2. Lots & Parking



LOT AREA AND COVERAGE

|                      |  |                  |
|----------------------|--|------------------|
| A Lot area [min]     |  |                  |
| 1 or 2 units         |  | 4,000 sf         |
| 3 units              |  | 5,000 sf         |
| 4 units              |  | 6,000 sf         |
| B Lot width [min]    |  |                  |
|                      |  | 25 ft            |
| C Lot coverage [max] |  |                  |
|                      |  | 70% <sup>1</sup> |

<sup>1</sup> Includes all impervious surfaces.

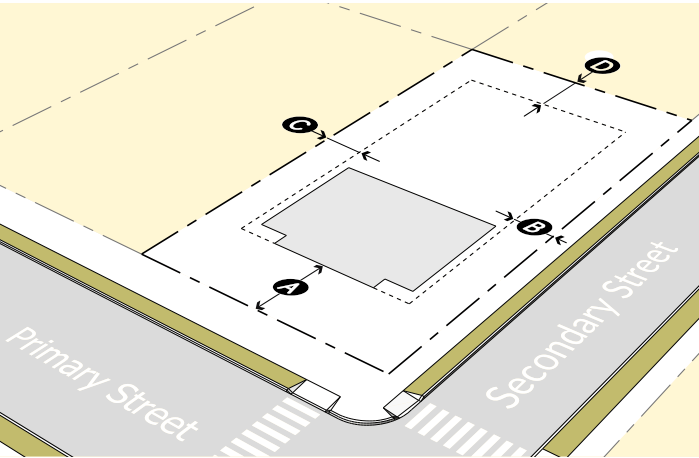
PARKING LOCATION & ACCESS

|                                       |  |                     |
|---------------------------------------|--|---------------------|
| D Primary street yard [min]           |  | Varies <sup>1</sup> |
| E Secondary street yard setback [min] |  | 10 ft               |
| F Side yard setback [min]             |  | 10 ft <sup>2</sup>  |
| G Rear yard setback [min]             |  | 5 ft                |
| Driveway width [max]                  |  | 15 ft               |

<sup>1</sup> The primary street yard shall be 5 feet greater than the primary structure setback.

<sup>2</sup> For lots with a width less than 50 feet, side yard setbacks shall not be required.

### 3. Building Placement

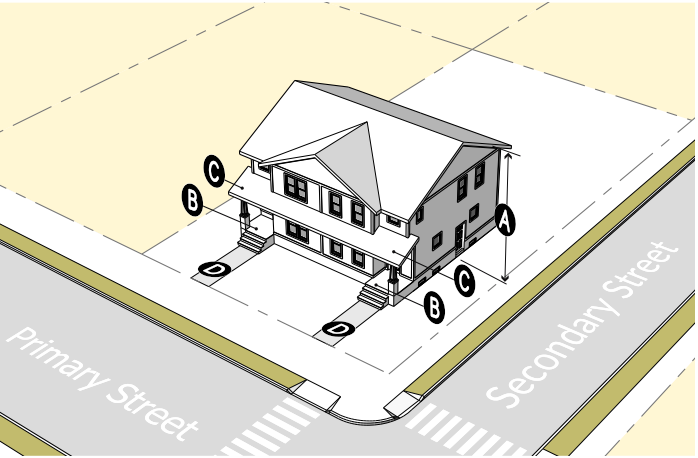


| PRIMARY STRUCTURE SETBACKS |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| A                          | Primary street setback [min]   | avg. or 20 ft <sup>1</sup> |
| B                          | Secondary street setback [min] | 10 ft                      |
| C                          | Side setback [min]             | 5 ft                       |
| D                          | Rear setback [min]             | 15 ft                      |

<sup>1</sup> Within 2 feet of the average setback of the two lots on each side of the subject lot (4 lots total).

| ACCESSORY STRUCTURE SETBACKS |                               |               |
|------------------------------|-------------------------------|---------------|
| E                            | Primary street yard           | Not permitted |
| F                            | Secondary street yard         | Not permitted |
| G                            | Within side / rear yard [min] | 5 ft          |

### 4. Building Composition



| HEIGHT |                                      |           |
|--------|--------------------------------------|-----------|
| A      | Building height [max stories / feet] |           |
|        | Primary building height [max]        | 2.5/35 ft |
|        | Accessory building / structure [max] | 25 ft     |

| ENTRANCE |                                           |          |
|----------|-------------------------------------------|----------|
| B        | Primary street facing entrance            | Required |
| C        | Porch or portico                          | Required |
| D        | Sidewalk from entrance to public sidewalk | Required |

| DENSITY |                              |   |
|---------|------------------------------|---|
| E       | Dwelling units per lot [max] | 4 |



Article 2

Section 19-2.4  
Residential Neighborhood D - (RND)

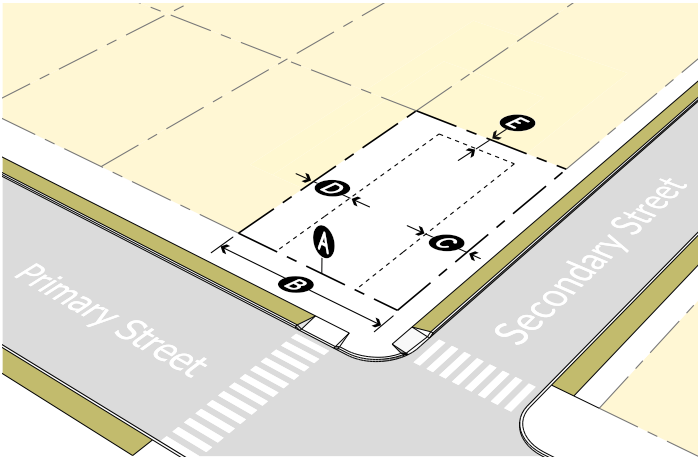
Residential Neighborhood D - (RND)

1. Purpose

The intent of the Residential Neighborhood D District (RND) is to provide areas for a broad range of housing types with the 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.

RND

2. Lots & Parking



LOT AREA AND COVERAGE

|   |                    |                  |
|---|--------------------|------------------|
| A | Lot area [min]     |                  |
|   | 1 unit             | 2,000 sf         |
|   | 2 units            | 4,000 sf         |
|   | 3 units            | 5,000 sf         |
|   | 4 units            | 6,000 sf         |
|   | 5+ units           | 8,000 sf         |
| B | Lot width [min]    | 30 ft            |
| C | Lot coverage [max] | 80% <sup>1</sup> |

<sup>1</sup> Includes all impervious surfaces.

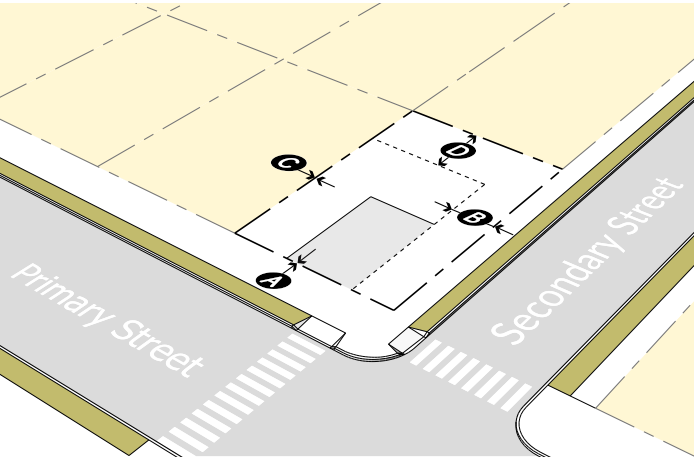
PARKING LOCATION & ACCESS

|   |                                     |                     |
|---|-------------------------------------|---------------------|
| D | Primary street yard [min]           | Varies <sup>1</sup> |
| E | Secondary street yard setback [min] | 10 ft               |
| F | Side yard setback [min]             | 10 ft <sup>2</sup>  |
| G | Rear yard setback [min]             | 5 ft                |
| H | Driveway width [max]                | 15 ft               |

<sup>1</sup> The primary street yard shall be 5 feet greater than the primary structure setback.

<sup>2</sup> For lots with a width less than 50 feet, side yard setbacks shall not be required.

3. Building Placement



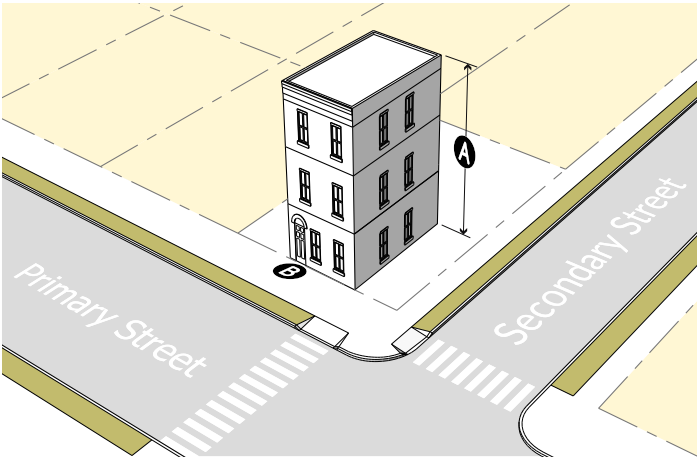
| PRIMARY STRUCTURE SETBACKS |                                |                           |
|----------------------------|--------------------------------|---------------------------|
| A                          | Primary street setback [min]   | avg. or 0 ft <sup>1</sup> |
| B                          | Secondary street setback [min] | 10 ft                     |
| C                          | Side setback [min]             | 0 ft <sup>2</sup>         |
| D                          | Rear setback [min]             | 15 ft                     |

<sup>1</sup> Within 2 feet of the average setback of the two lots on each side of the subject lot (4 lots total).

<sup>2</sup> Rear of the building must be accessible via a street, alleyway or driveway or the building must share common walls with adjacent buildings. If there is not a street, alleyway or driveway or if the building does not share common walls with adjacent buildings, then a side yard or driveway of at least 11 feet in width is required.

| ACCESSORY STRUCTURE SETBACKS |                               |               |
|------------------------------|-------------------------------|---------------|
| E                            | Primary street yard           | Not permitted |
| F                            | Secondary street yard         | Not permitted |
| G                            | Within side / rear yard [min] | 5 ft          |

4. Building Composition



| HEIGHT |                                      |         |
|--------|--------------------------------------|---------|
| A      | Building height [max stories / feet] |         |
|        | Primary building height [max]        | 4/55 ft |
|        | Accessory building / structure [max] | 25 ft   |

| ENTRANCE |                                           |          |
|----------|-------------------------------------------|----------|
| B        | Primary street facing entrance            | Required |
| C        | Sidewalk from entrance to public sidewalk | Required |

| DENSITY |                        |    |
|---------|------------------------|----|
| D       | Dwelling units per lot | 5+ |

Article 2

Section 19-2.5  
Residential Community 3 - (RC3)

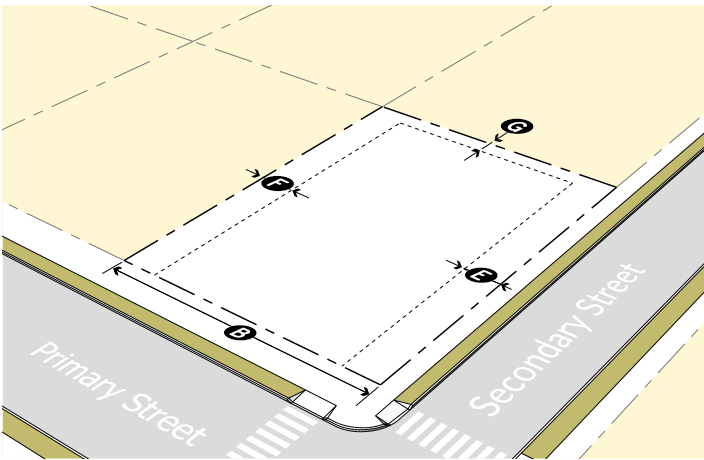
Residential Community 3 - (RC3)

1. Purpose

The intent of the Residential Community 3 District (RC3) is to provide areas for intense residential development that is at a denser community scale allowing for multi-unit development up to three stories in height. The RC3 District should encourage and prioritize multi-unit residential development that contributes to and complements adjacent residential neighborhoods and areas.

RC3

2. Lots & Parking



LOT AREA AND COVERAGE

|   |                    |                  |
|---|--------------------|------------------|
| A | Lot area [min]     | N/A              |
| B | Lot width [min]    | 30 ft            |
| C | Lot coverage [max] | 60% <sup>1</sup> |

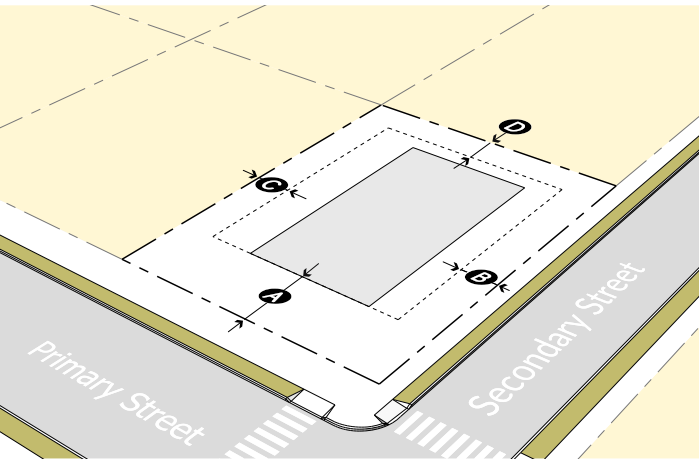
<sup>1</sup> Includes all impervious surfaces.

PARKING LOCATION & ACCESS

|   |                                     |                     |
|---|-------------------------------------|---------------------|
| D | Primary street yard [min]           | Varies <sup>1</sup> |
| E | Secondary street yard setback [min] | 10 ft               |
| F | Side yard setback [min]             | 10 ft <sup>2</sup>  |
| G | Rear yard setback [min]             | 5 ft                |
| H | Driveway width [max]                | 15 ft               |

<sup>1</sup> The primary street yard shall be 5 feet greater than the primary structure setback.  
<sup>2</sup> For lots with a width less than 50 feet, side yard setbacks shall not be required.

3. Building Placement

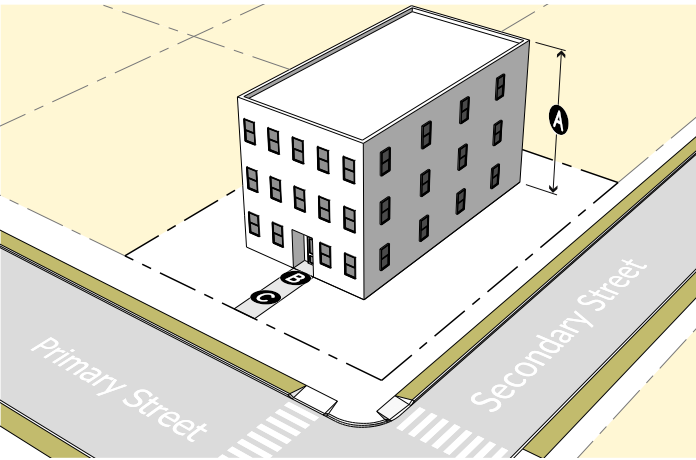


| PRIMARY STRUCTURE SETBACKS |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| A                          | Primary street setback [min]   | avg. or 20 ft <sup>1</sup> |
| B                          | Secondary street setback [min] | 20 ft                      |
| C                          | Side setback [min]             | 5 ft                       |
| D                          | Rear setback [min]             | 15 ft                      |

<sup>1</sup> Within 2 feet of the average setback of the two lots on each side of the subject lot (4 lots total).

| ACCESSORY STRUCTURE SETBACKS |                               |               |
|------------------------------|-------------------------------|---------------|
| E                            | Primary street yard           | Not permitted |
| F                            | Secondary street yard         | Not permitted |
| G                            | Within side / rear yard [min] | 5 ft          |

4. Building Composition



| HEIGHT |                                      |         |
|--------|--------------------------------------|---------|
| A      | Building height [max stories / feet] |         |
|        | Primary building height [max]        | 3/42 ft |
| B      | Accessory building / structure [max] | 25 ft   |

| ENTRANCE |                                           |          |
|----------|-------------------------------------------|----------|
| C        | Primary street facing entrance            | Required |
| D        | Sidewalk from entrance to public sidewalk | Required |

| DENSITY |                        |    |
|---------|------------------------|----|
| E       | Dwelling units per lot | 5+ |

Article 2

Section 19-2.6  
Residential Community 5 - (RC5)

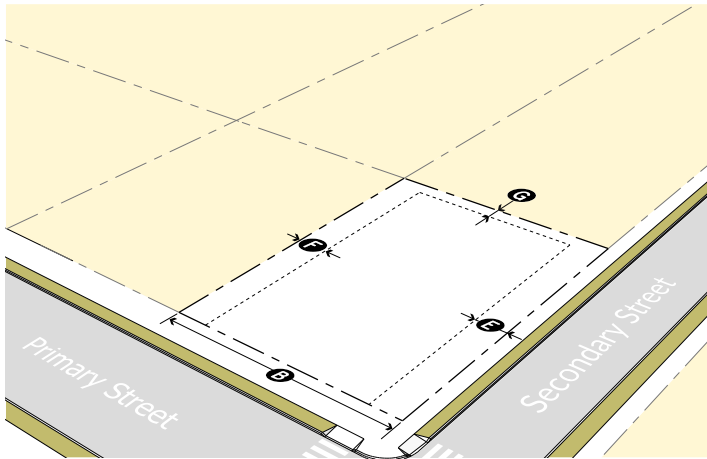
Residential Community 5 - (RC5)

1. Purpose

The intent of the Residential Community 5 District (RC5) is to provide areas for intense residential development that is at a denser community scale allowing for multi-unit development up to five stories in height. This district should permit some mixed use development with an emphasis on residential uses. Ground floor uses could be a combination of office use, commercial/retail use or a compatible use with residential floors above (i.e. a fitness center).

RC5

2. Lots & Parking



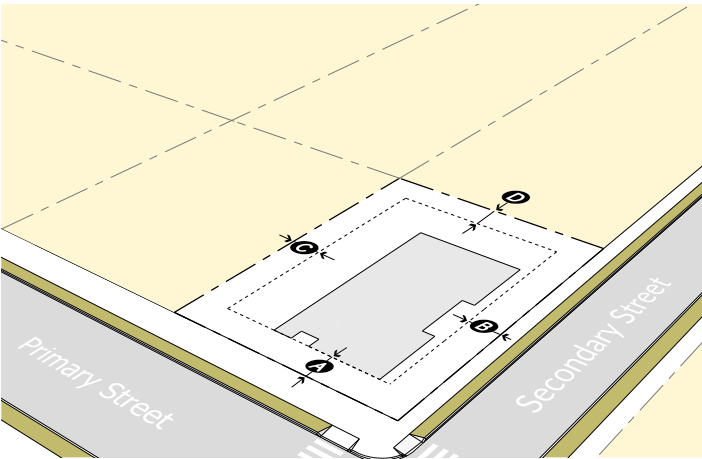
| LOT AREA AND COVERAGE |                    |                  |
|-----------------------|--------------------|------------------|
| A                     | Lot area [min]     | N/A              |
| B                     | Lot width [min]    | 50 ft            |
| C                     | Lot coverage [max] | 70% <sup>1</sup> |

<sup>1</sup> Includes all impervious surfaces.

| PARKING LOCATION & ACCESS |                                     |                     |
|---------------------------|-------------------------------------|---------------------|
| D                         | Primary street yard [min]           | Varies <sup>1</sup> |
| E                         | Secondary street yard setback [min] | 10 ft               |
| F                         | Side yard setback [min]             | 10 ft <sup>2</sup>  |
| G                         | Rear yard setback [min]             | 5 ft                |
| H                         | Driveway width [max]                | 15 ft               |

<sup>1</sup> The primary street yard shall be 5 feet greater than the primary structure setback.  
<sup>2</sup> For lots with a width less than 50 feet, side yard setbacks shall not be required.

3. Building Placement



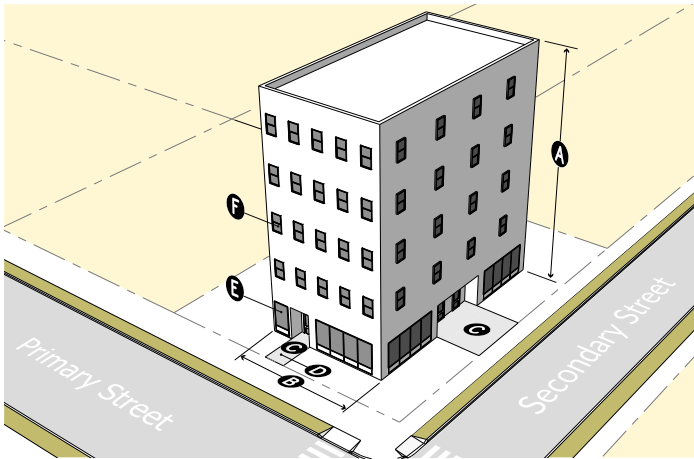
| PRIMARY STRUCTURE SETBACKS |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| A                          | Primary street setback [min]   | avg. or 10 ft <sup>1</sup> |
| B                          | Secondary street setback [min] | 10 ft                      |
| C                          | Side setback [min]             | 10 ft                      |
| D                          | Rear setback [min]             | 10 ft                      |

<sup>1</sup> Within 2 feet of the average setback of the two lots on each side of the subject lot (4 lots total).

| ACCESSORY STRUCTURE SETBACKS |                               |               |
|------------------------------|-------------------------------|---------------|
| E                            | Primary street yard           | Not permitted |
| F                            | Secondary street yard         | Not permitted |
| G                            | Within side / rear yard [min] | 5 ft          |

| DENSITY |                        |    |
|---------|------------------------|----|
| H       | Dwelling units per lot | 5+ |

4. Building Composition



| HEIGHT |                                      |         |
|--------|--------------------------------------|---------|
| A      | Building height [max stories / feet] |         |
|        | Primary building height [max]        | 5/68 ft |
|        | Accessory building / structure [max] | 25 ft   |

| WIDTH |                                            |        |
|-------|--------------------------------------------|--------|
| B     | Primary street facing building width [max] | 225 ft |

| ENTRANCE |                                           |          |
|----------|-------------------------------------------|----------|
| C        | Primary street facing entrance            | Required |
| D        | Sidewalk from entrance to public sidewalk | Required |

| TRANSPARENCY |                                    |     |
|--------------|------------------------------------|-----|
| E            | Ground story [min]                 |     |
|              | Residential                        | 40% |
|              | Non-residential - Primary Street   | 60% |
|              | Non-residential - Secondary Street | 40% |
| F            | Upper story [min]                  | 25% |



**Article 3**

## **ARTICLE 3:**

# **MIXED USE DISTRICTS**

The mixed-use districts are intended to accommodate a variety of residential, retail, service, commercial, and light industrial uses in an urban, pedestrian-friendly environment. The PID districts accommodate the City's most intense vertical mixed-use developments in downtown while the MU3 district aims to include less intense vertical and horizontal mixing of uses near the city's edge. Although buildings are allowed to be exclusively residential or nonresidential in use, vertical mixed-use is generally encouraged in all mixed-use districts.





Article 3

Section 19-3.1

Mixed Use 3 - (MU3)

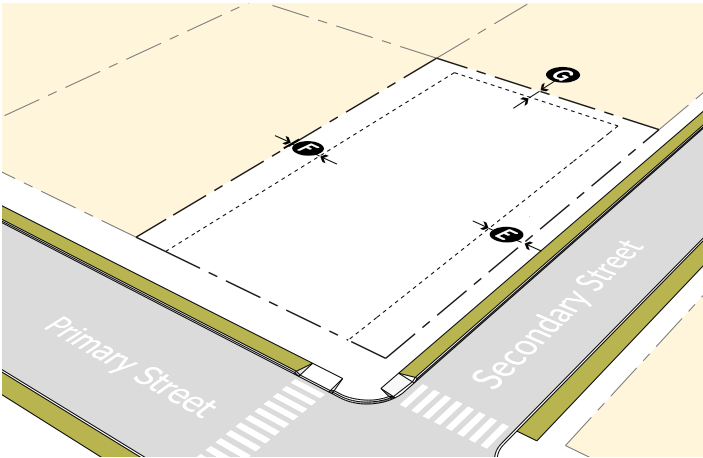
Mixed Use 3 - (MU3)

1. Purpose

The Mixed Use 3 District (MU3) is intended to enhance the economic vitality and the pedestrian-oriented urban fabric of Poughkeepsie’s corridors outside of downtown and in neighborhood activity centers. This shall be accomplished through development that engages the public realm, creates pedestrian-friendly street frontages, and includes a combination of vertical and horizontal mixing of retail, service, office, and residential uses.

MU3

2. Lots & Parking



LOT AREA AND COVERAGE

|   |                    |                  |
|---|--------------------|------------------|
| A | Lot area [min]     | N/A <sup>1</sup> |
| B | Lot width [min]    | N/A              |
| C | Lot coverage [max] | 80% <sup>2</sup> |

<sup>1</sup> Refer to RNC lot area requirements for residential properties

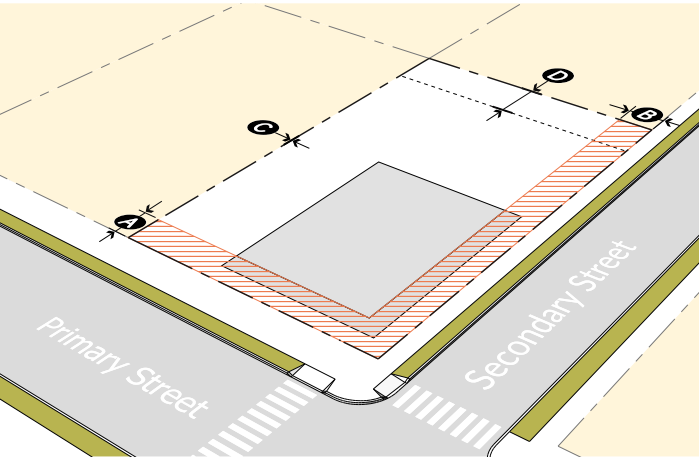
<sup>2</sup> Includes all impervious surfaces.

PARKING LOCATION & ACCESS

|   |                                     |                    |
|---|-------------------------------------|--------------------|
| D | Primary street yard [min]           | Not permitted      |
| E | Secondary street yard setback [min] | 10 ft              |
| F | Side yard setback [min]             | 10 ft <sup>1</sup> |
| G | Rear yard setback [min]             | 15 ft              |
| H | Driveway width [max]                | 20 ft              |

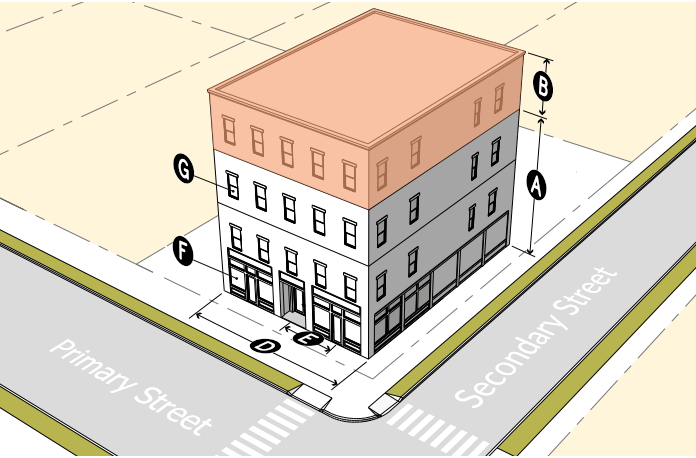
<sup>1</sup> Side yard parking shall be setback at least 5 feet from the front of the principal building on the same lot.

3. Building Placement



| PRIMARY BUILDING SETBACKS |                                    |           |
|---------------------------|------------------------------------|-----------|
| A                         | Primary street setback [min/max]   | 0 / 15 ft |
|                           | Build-to Frontage                  | 60%       |
| B                         | Secondary street setback [min/max] | 0 / 15 ft |
|                           | Build-to Frontage                  | 40%       |
| C                         | Side setback [min]                 | 0 ft      |
|                           | Abutting a residential lot line    | 15 ft     |
| D                         | Rear setback [min]                 | 15 ft     |
|                           | Abutting a residential lot line    | 15 ft     |

4. Building Composition



| HEIGHT       |                                                |                 |
|--------------|------------------------------------------------|-----------------|
| A            | Base                                           | 3 stories/42 ft |
| B            | Bonus (Only Main Street)                       | Section 19-6.7  |
|              | 10% Affordable Units                           | 4 stories/55 ft |
| C            | Minimum                                        | 22 ft           |
| WIDTH        |                                                |                 |
| D            | Primary street facing building width [max]     | 225 ft          |
| ENTRANCE     |                                                |                 |
| E            | Distance between street-facing entrances [max] | 50 ft           |
| TRANSPARENCY |                                                |                 |
| F            | Ground story [min]                             |                 |
|              | Residential                                    | 40%             |
|              | Non-residential - Primary Street               | 60%             |
|              | Non-residential - Secondary Street             | 40%             |
| G            | Upper story [min]                              | 25%             |

Article 3

Section 19-3.2

Mixed Use 5 - (MU5)

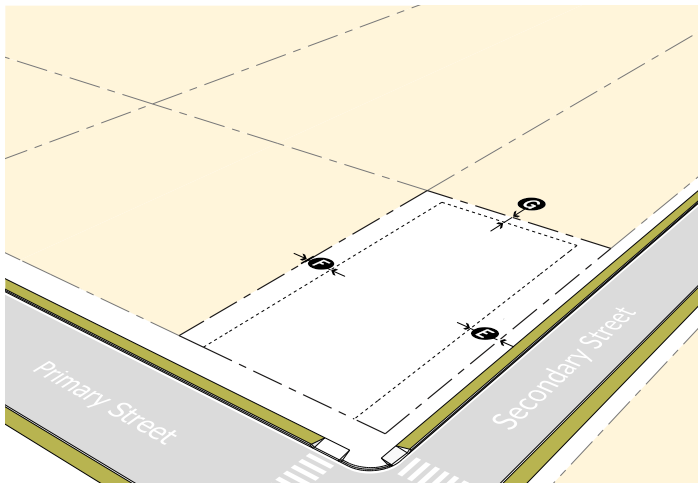
Mixed Use 5 - (MU5)

1. Purpose

The Mixed Use 5 District (MU5) is intended to enhance the economic vitality and the pedestrian-oriented urban fabric of Poughkeepsie’s neighborhoods immediately adjacent to the City’s downtown center and innovation district. This shall be accomplished through development that engages the public realm, creates pedestrian-friendly street frontages, and includes a combination of vertical and horizontal mixing of retail, service, office, and residential uses. Building heights for this district will be higher to account for a gradual shift in density approaching Poughkeepsie’s downtown center.

MU5

2. Lots & Parking



LOT AREA AND COVERAGE

|   |                    |                  |
|---|--------------------|------------------|
| Ⓐ | Lot area [min]     | N/A              |
| Ⓑ | Lot width [min]    | N/A              |
| Ⓒ | Lot coverage [max] | 80% <sup>1</sup> |

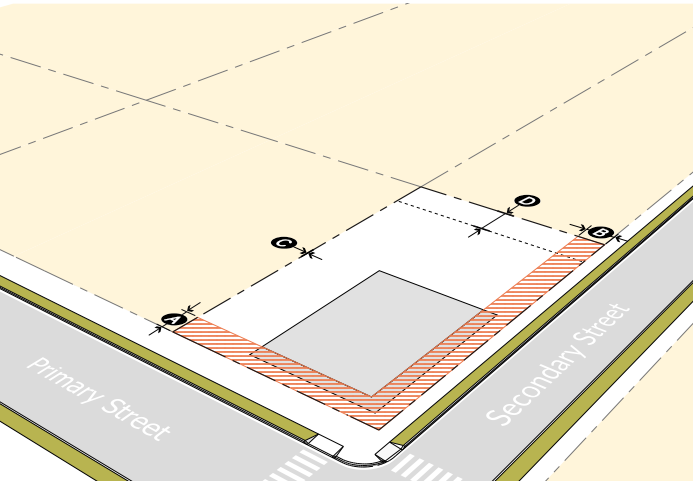
<sup>1</sup> Includes all impervious surfaces.

PARKING LOCATION & ACCESS

|   |                                     |                    |
|---|-------------------------------------|--------------------|
| Ⓓ | Primary street yard [min]           | Not permitted      |
| Ⓔ | Secondary street yard setback [min] | 10 ft              |
| Ⓕ | Side yard setback [min]             | 10 ft <sup>1</sup> |
| Ⓖ | Rear yard setback [min]             | 15 ft              |
| Ⓗ | Driveway width [max]                | 20 ft              |

<sup>1</sup> Side yard parking shall be setback at least 5 feet from the front of the principal building on the same lot.

3. Building Placement



| PRIMARY STRUCTURE SETBACKS |                                    |           |
|----------------------------|------------------------------------|-----------|
| A                          | Primary street setback [min/max]   | 0 / 15 ft |
|                            | Build-to Frontage [min]            | 60%       |
| B                          | Secondary street setback [min/max] | 0 / 15 ft |
|                            | Build-to Frontage [min]            | 40%       |
| C                          | Side setback [min]                 | 0 ft      |
|                            | Abutting a residential lot line    | 15 ft     |
| D                          | Rear setback [min]                 | 15 ft     |
|                            | Abutting a residential lot line    | 15 ft     |

4. Building Composition



| HEIGHT       |                                                                               |                 |
|--------------|-------------------------------------------------------------------------------|-----------------|
| A            | Base                                                                          | 5 stories/68 ft |
| B            | Bonus                                                                         | Section 19-6.7  |
|              | 10% Affordable Units                                                          | 7 stories/94 ft |
| C            | Minimum                                                                       | 2 stories/29 ft |
| D            | Step-back depth after 5 stories [min]                                         | 5 ft            |
| WIDTH        |                                                                               |                 |
| E            | Primary street facing building width [max]                                    | 225 ft          |
| GROUND STORY |                                                                               |                 |
| F            | Story height                                                                  | 14 ft           |
|              | Residential uses on street-facing sidewalk level require a special use permit |                 |
| ENTRANCE     |                                                                               |                 |
| G            | Distance between street-facing entrances [max]                                | 50 ft           |
| TRANSPARENCY |                                                                               |                 |
| H            | Ground story [min]                                                            | 50%             |
| I            | Upper story [min]                                                             | 25%             |

Article 3

Section 19-3.3

Poughkeepsie Innovation District A - (PID-A)

Poughkeepsie Innovation District A - (PID-A)

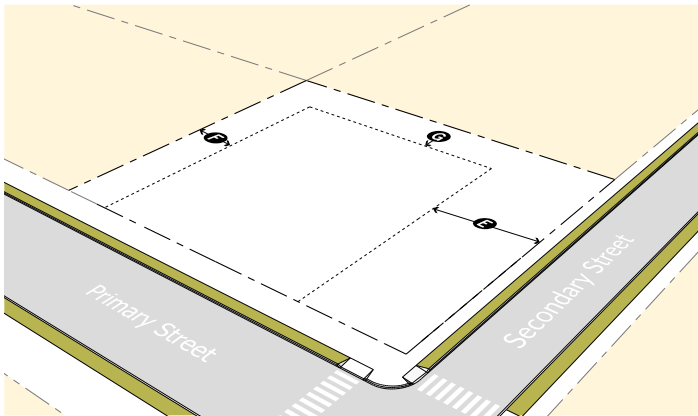
1. Purpose

The purpose of the Poughkeepsie Innovation District (PID) is to revitalize the City of Poughkeepsie’s historic Central Business District through the fostering of a walkable mixed-use neighborhood that supports quality residential development and institutional spaces for learning and socializing, as well as workspaces for Poughkeepsie’s creative and innovative businesses.

The PID-A District is a historic commercial corridor with vertically mixed buildings characterized by engaging ground floor uses such as restaurants, bars, retail, personal services, artisan manufacturing, and galleries that are flush with the front property line and maintain high levels of ground floor transparency to create an engaging pedestrian environment.

PID-A

2. Lots & Parking



LOT AREA AND COVERAGE

|   |                    |                  |
|---|--------------------|------------------|
| A | Lot area [min]     | N/A              |
| B | Lot width [min]    | N/A              |
| C | Lot coverage [min] | 75% <sup>1</sup> |

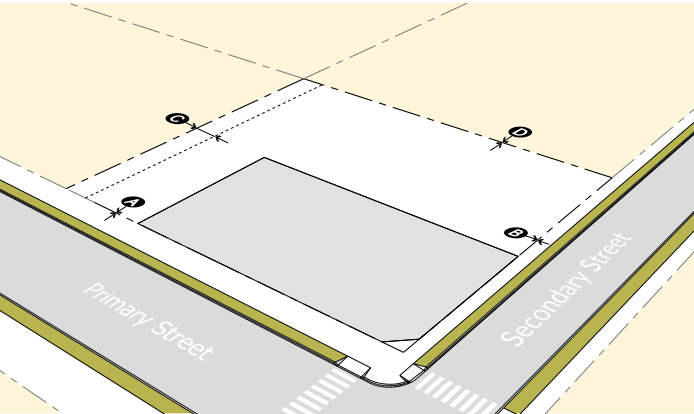
<sup>1</sup> Includes all buildings / structures.

PARKING LOCATION & ACCESS<sup>1</sup>

|   |                                     |               |
|---|-------------------------------------|---------------|
| D | Primary street yard [min]           | Not permitted |
| E | Secondary street yard setback [min] | 40 ft         |
| F | Side yard setback [min]             | 20 ft         |
| G | Rear yard setback [min]             | 20 ft         |
| H | Driveway width [max]                | 20 ft         |

<sup>1</sup> Parking setbacks can be modified by the Planning Board when considering a shared parking agreement. See Sec. 19-6.2

3. Building Placement



| PRIMARY STRUCTURE SETBACKS |                                    |           |
|----------------------------|------------------------------------|-----------|
| A                          | Primary street setback [min/max]   | 0 / 0 ft  |
|                            | Build-to Frontage [min]            | 100%      |
| B                          | Secondary street setback [min/max] | 0 / 0 ft  |
|                            | Build-to Frontage [min]            | 100%      |
| C                          | Side setback [min/max]             | 0 / 11 ft |
|                            | Abutting a residential lot line    | 15 ft     |
| D                          | Rear setback [min]                 | 0 ft      |
|                            | Abutting a residential lot line    | 15 ft     |

4. Building Composition



| HEIGHT       |                                                               |                 |
|--------------|---------------------------------------------------------------|-----------------|
| A            | Base                                                          | 5 stories/68 ft |
| B            | Bonus                                                         | Section 19-6.7  |
|              | 10% Affordable Units                                          | 7 stories/94 ft |
| C            | Minimum                                                       | 2 stories/29 ft |
| D            | Step-back depth after 5 stories [min]                         | 5 ft            |
| WIDTH        |                                                               |                 |
| E            | Primary street facing building width [max]                    | 225 ft          |
| GROUND STORY |                                                               |                 |
| F            | Story height                                                  | 14 ft           |
|              | Non-residential uses required on street-facing sidewalk level |                 |
| ENTRANCE     |                                                               |                 |
| G            | Distance between street-facing entrances [max]                | 50 ft           |
| TRANSPARENCY |                                                               |                 |
| H            | Ground story [min]                                            | 50%             |
| I            | Upper story [min]                                             | 25%             |

## Article 3

## Section 19-3.4

Poughkeepsie Innovation District B - (PID-B)

## Poughkeepsie Innovation District B - (PID-B)

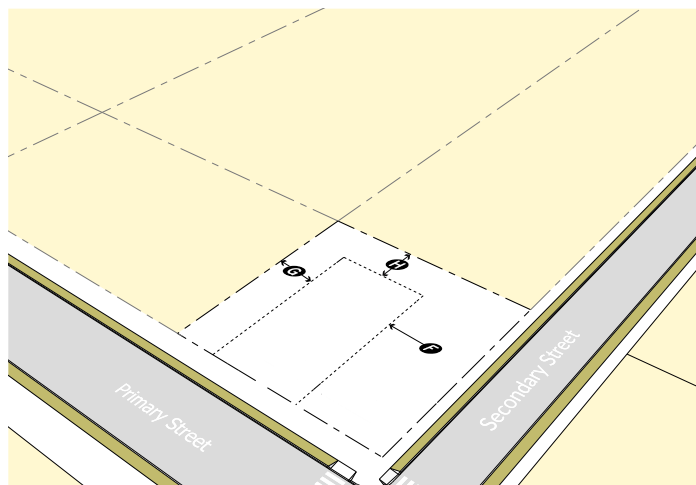
## 1. Purpose

The purpose of the Poughkeepsie Innovation District (PID) is to revitalize the City of Poughkeepsie's historic Central Business District through the fostering of a walkable mixed-use neighborhood that supports quality residential development and institutional spaces for learning and socializing, as well as workspaces for Poughkeepsie's creative and innovative businesses.

The PID-B District includes a mix of multi-unit residential development with allowances for some office uses and artisan manufacturing, and ground floor uses such as restaurants, bars, retail, personal services, and galleries.

PID-B

## 2. Lots &amp; Parking



## LOT AREA AND COVERAGE

|     |                              |                  |
|-----|------------------------------|------------------|
| (A) | Lot area [min]               | N/A              |
| (B) | Lot width [min]              | N/A              |
| (C) | Lot coverage [min]           | 60% <sup>1</sup> |
| (D) | Outdoor activity space [min] | 10% <sup>2</sup> |

<sup>1</sup> Includes all buildings / structures.

<sup>2</sup> Minimum outdoor activity is calculated as a percentage of the total lot area. Minimum requirements are waived for lots under 5,000 square feet. Outdoor patios, roof gardens/decks, green roofs, etc. can be counted toward requirements.

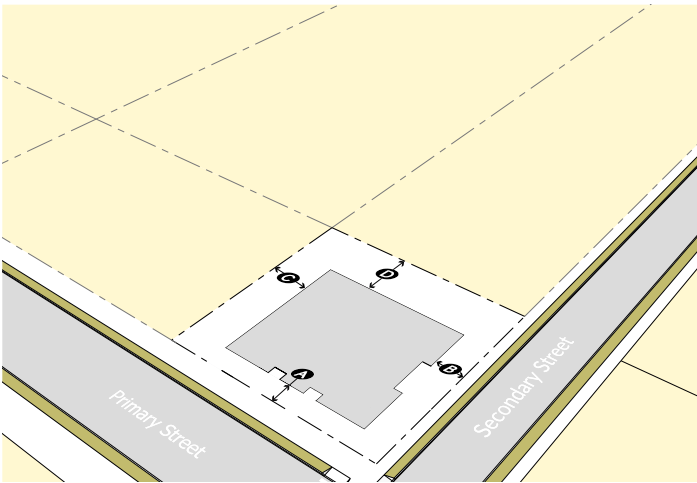
PARKING LOCATION & ACCESS<sup>1</sup>

|     |                                     |               |
|-----|-------------------------------------|---------------|
| (E) | Primary street yard [min]           | Not permitted |
| (F) | Secondary street yard setback [min] | 40 ft         |
| (G) | Side yard setback [min]             | 20 ft         |
| (H) | Rear yard setback [min]             | 20 ft         |
| (I) | Driveway width [max]                | 20 ft         |

<sup>1</sup> Parking setbacks can be modified by the Planning Board when considering a shared parking agreement. See Sec. 19-6.2

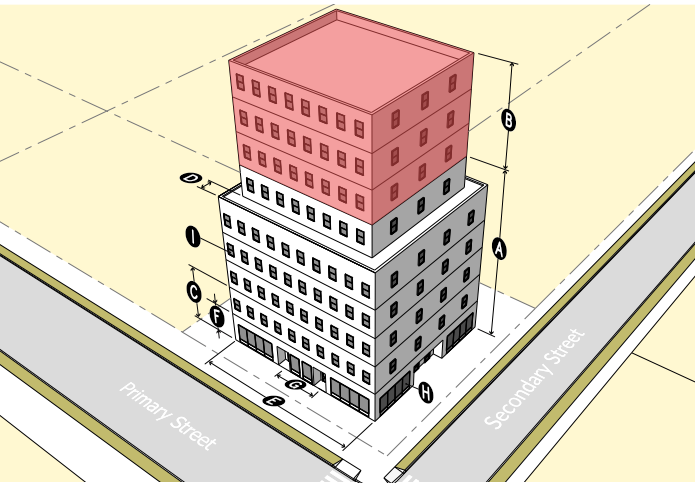


### 3. Building Placement



| PRIMARY STRUCTURE SETBACKS |                                    |           |
|----------------------------|------------------------------------|-----------|
| A                          | Primary street setback [min/max]   | 0 / 15 ft |
|                            | Build-to Frontage [min]            | 80%       |
| B                          | Secondary street setback [min/max] | 0 / 6 ft  |
|                            | Build-to Frontage [min]            | 80%       |
| C                          | Side setback [min/max]             | 0 / 11 ft |
|                            | Abutting a residential lot line    | 15 ft     |
| D                          | Rear setback [min]                 | 8 ft      |
|                            | Abutting a residential lot line    | 15 ft     |

### 4. Building Composition



| HEIGHT       |                                                |                  |
|--------------|------------------------------------------------|------------------|
| A            | Base                                           | 6 stories/81 ft  |
| B            | Bonus                                          | Section 19-6.7   |
|              | 10% Affordable Units                           | 8 stories/107 ft |
|              | 20% Affordable Units                           | 9 stories/120 ft |
| C            | Minimum                                        | 2 stories/29 ft  |
| D            | Step-back depth after 5 stories [min]          | 5 ft             |
| WIDTH        |                                                |                  |
| E            | Primary street facing building width [max]     | 225 ft           |
| GROUND STORY |                                                |                  |
| F            | Story height                                   | 14 ft            |
| ENTRANCE     |                                                |                  |
| G            | Distance between street-facing entrances [max] | 50 ft            |
| TRANSPARENCY |                                                |                  |
| H            | Ground story [min]                             | 50%              |
| I            | Upper story [min]                              | 25%              |



Article 3

Section 19-3.5  
Industrial Mixed - (IM)

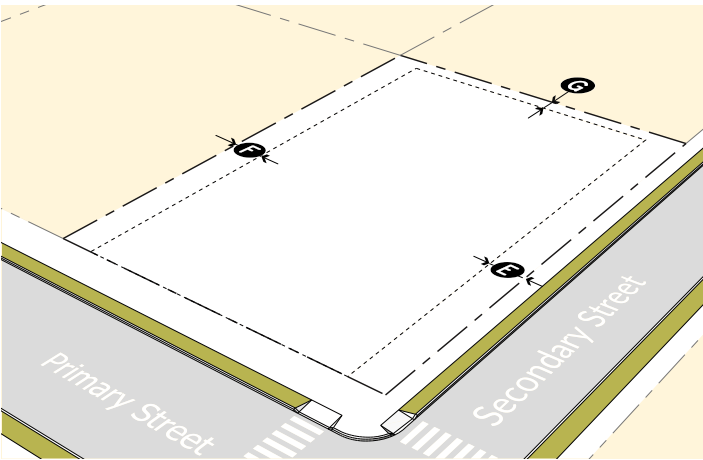
Industrial Mixed - (IM)

1. Purpose

The intent of this district is to provide areas for a wide range of industrial activity that conform to a high level of performance standards. Industrial uses in this district should be compatible with a mix of residential, institutional and commercial land uses without objectionable influence. This mix of uses should facilitate adaptive reuse of existing buildings in the district. In some cases a buffer will be necessary between industrial activities and residential uses or areas.



2. Lots & Parking



LOT AREA AND COVERAGE

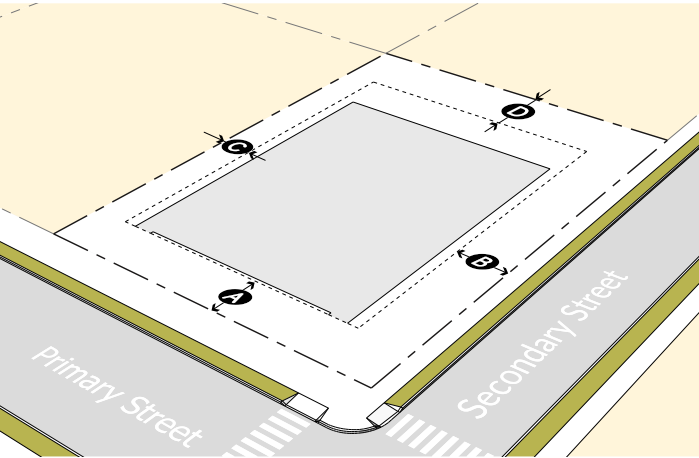
|   |                    |                  |
|---|--------------------|------------------|
| A | Lot area [min]     | N/A              |
| B | Lot width [min]    | N/A              |
| C | Lot coverage [max] | 70% <sup>1</sup> |

<sup>1</sup> Includes all impervious surfaces.

PARKING LOCATION & ACCESS

|   |                                     |               |
|---|-------------------------------------|---------------|
| D | Primary street yard [min]           | Not permitted |
| E | Secondary street yard setback [min] | 10 ft         |
| F | Side yard setback [min]             | 10 ft         |
| G | Rear yard setback [min]             | 5 ft          |
| H | Driveway width [max]                | 15 ft         |

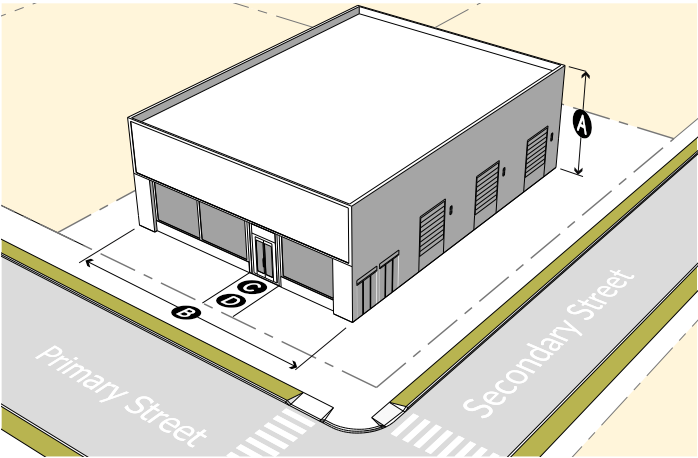
3. Building Placement



| PRIMARY STRUCTURE SETBACKS |                                 |       |
|----------------------------|---------------------------------|-------|
| A                          | Primary street setback [min]    | 15 ft |
|                            | Build-to Frontage               | 80%   |
| B                          | Secondary street setback [min]  | 15 ft |
|                            | Build-to Frontage               | 40%   |
| C                          | Side setback [min]              | 10 ft |
|                            | Abutting a residential lot line | 15 ft |
| D                          | Rear setback [min]              | 20 ft |

| ACCESSORY STRUCTURE SETBACKS |                       |               |
|------------------------------|-----------------------|---------------|
| E                            | Primary street yard   | Not permitted |
| F                            | Secondary street yard | Not permitted |
| Within side or rear yard:    |                       |               |
| G                            | Rear setback [min]    | 5 ft          |

4. Building Composition



| HEIGHT |                                      |         |
|--------|--------------------------------------|---------|
| A      | Building height [max stories / feet] |         |
|        | Primary building height [max]        | 3/42 ft |
|        | Accessory building / structure       | 25 ft   |

| WIDTH |                                            |        |
|-------|--------------------------------------------|--------|
| B     | Primary street facing building width [max] | 175 ft |

| ENTRANCE |                                           |          |
|----------|-------------------------------------------|----------|
| C        | Primary street facing entrance            | Required |
| D        | Sidewalk from entrance to public sidewalk | Required |

**Article 4**

## **ARTICLE 4:**

# **SPECIAL DISTRICTS**

There are several parts of the city that have special characteristics due either to their function or location. It is the intent of these special zoning district to encourage the exploitation of these special characteristics in a positive manner. This approach is intended to serve as a means of encouraging development with similar characteristics and needs to locate in proximity to each other and to strengthen the physical and economic integrity of particular parts of the City.



## Article 4

**Section  
19-4.1****Planned  
Residential  
Development  
District (PRD)****Planned Residential Development District  
(PRD).**

1. *Purpose of district.* It is the purpose of this Planned Residential Development (PRD) section to provide performance criteria as the basis for flexible use and design regulations so that self-contained residential neighborhoods, containing both individual building sites and common property, may be planned and developed in a unified manner on those large tracts of vacant or predominantly vacant land that are appropriate for such use.

It is further the intent (1) to encourage innovations in residential development so that the growing demands for housing of different types at all economic levels may be met by greater variety in type, design and siting of dwellings; and (2) to encourage the maximum reasonable conservation and the most efficient possible use of large tracts of land. These objectives cannot be achieved through the use of rigid and uniform traditional bulk and use zoning and subdivision regulations.

2. *Rezoning to PRD.* Where PRD techniques are deemed appropriate, the rezoning of land to a Planned Residential Development District by the Common Council replaces the use and dimensional specifications contained elsewhere in this Chapter by an approval process in which an approved plan becomes the basis for continuing land use controls. Among the specific objectives which are to be achieved through use of PRD techniques are the following:
  - a. An increase in choices of housing types (one-unit detached, semidetached, attached and multiunit) available to city residents at various economic levels.
  - b. More usable open space, trails, and recreation areas.
  - c. Preservation of trees and outstanding natural topographic and geological features and prevention of soil erosion.
  - d. More convenience in location of accessory commercial and service areas.
  - e. A smaller network of utilities and streets which would lower housing and public maintenance costs.
  - f. A more desirable environment than would be possible through the strict application of other provisions of this Chapter.
3. *Standards and general requirements for Planned Residential Developments.*
  - a. The minimum area to qualify for a PRD District shall be 15 contiguous acres of land. Where the applicant can demonstrate that the characteristics of his holdings will meet the objectives of this section, plans covering lesser acreage may be considered.
  - b. A PRD shall have access to an arterial street, as defined in the City of Poughkeepsie ordinances and regulations.
  - c. The following shall be permitted uses:

**Article 4**

1. Dwelling units of all types, subject to the requirements of Subsection (3)(d) below.
  2. Retail, personal service and professional office uses, where such uses are scaled primarily to serve the residents of the PRD.
  3. Accessory uses as permitted in the Residential Neighborhood A District (RNA).
- d. Residential density and standards:
1. The gross density, measured over the entire tract shall not exceed the equivalent of the number of units that are permitted in the zoning district in effect for the subject property immediately prior to the designation of the property for PRD.
  2. There shall be off-street parking facilities, subject to the requirements of Article 6.
  3. There shall be 1,000 square feet of usable open space for every single-family detached dwelling unit.
- e. Commercial density and standards:
1. Commercial uses may be permitted where such uses are scaled to serve the residents of the PRD. Where a PRD contains less than 250 dwelling units, a maximum of 2,500 square feet of floor area may be provided for retail commercial and personal service use. Where a PRD contains more than 250 dwelling units, an additional 1,000 square feet of retail commercial or personal service use may be provided for each 100 additional dwelling units.
  2. Not more than one office or studio, other than accessory to a use otherwise permitted, shall be permitted for each 25 dwelling units or major fraction thereof, on the parcel. If such office(s) is in a residential structure, such office or studio may be located only on the first floor. Access to such office or studio shall be separate from access to residential portions of the structure.
  3. There shall be off-street parking facilities, subject to the requirements of Article 6.
- f. Common areas and facilities.
1. "Common areas and facilities" in a PRD is defined as a parcel or parcels of land, together with all improvements thereon, the use and enjoyment of which are shared by the owners and occupants of the individual building sites or dwelling units. Where common areas or facilities exist, the ownership of such property may be either public or private. Where such areas or facilities are not dedicated to the City of Poughkeepsie or other public agency, the owner shall provide for and establish an organization for the continued ownership and maintenance thereof. Such organization shall not be dissolved nor shall it dispose of any common areas or facilities by sale or otherwise.
  2. In the event that the organization established to own and maintain common areas or facilities or any successor organization shall at any time after establishment of the Planned Residential Development fail to maintain

**Article 4**

the common areas or facilities in reasonable order and condition in accordance with the approved plan, the City of Poughkeepsie may serve written notice upon such organization or upon the residents and owners of the PRD setting forth the manner in which the organization has failed to maintain the common areas or facilities in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be cured within 30 days thereof and shall state the date and place of a hearing thereon which shall be held within 14 days of the notice.

At such a hearing, the city may extend the time within which the deficiencies shall be cured. If the deficiencies set forth in the original notice shall not be cured within said 30 days or extension thereof, the city, in order to preserve the taxable values of the property within the PRD and to prevent the common property from becoming a public nuisance, may enter upon said common areas or facilities and maintain the same for a period of one year. Said entry and maintenance shall not vest in the public any rights to use the common areas or facilities except when the same is voluntarily dedicated to the public by the residents and owners. Before the expiration of said year, the city shall, upon its own initiative or upon the request of the organization thereto responsible for the maintenance of the common property, call a public hearing upon notice to such organization or to the residents and owners of the PRD to be held by the city, at which hearing such organization or the residents and owners of the PRD shall show cause why such maintenance by the city shall not, at the election of the city, continue for a succeeding year.

If the city shall determine that such organization is ready and able to maintain said common areas or facilities in reasonable condition, it shall cease to maintain said common property at the end of said year. If the city shall determine such organization is not ready and able to maintain said common areas or facilities in a reasonable condition, the city may in its discretion, continue to maintain said common areas or facilities during the next succeeding year, subject to a similar hearing and determination in each year thereafter.

The cost of such maintenance by the city shall be assessed equally against the properties within the PRD that have a right of enjoyment of the common areas or facilities and shall become a tax lien on said properties.

The city, at the time of entering upon said common areas or facilities for the purpose of maintenance, shall file a notice of such lien in the office of the County Clerk upon the properties affected by such lien within the PRD.

*4. Site and structure requirements.*

- a. It shall be the city's policy to preserve and incorporate into the landscaping of the development natural features, such as streams, rock outcrops, trees and shrubs. All trees with a diameter of eight inches or more, measured three feet from the base of the tree, shall be preserved to the fullest extent possible



consistent with good design, engineering and reasonable development of the site. Permission to remove any such trees shall be subject to approval by the Planning Board.

- b. Where adequate surface drainage is not possible by grading alone, a supplementary drainage system approved by the City Engineer shall be required.
  - c. All electric, telephone, cable television and similar equipment shall be installed underground in accordance with the New York State Public Service Commission regulations.
  - d. Lot sizes and dimensions and structure heights and locations thereon may be freely disposed and arranged in conformance with the overall density standards set forth herein. In reviewing any application for a PRD, the Planning Board shall be guided by standards set elsewhere in this Chapter for comparable uses and by common good planning practice, to the end that the resulting development shall be compatible with the surroundings, and to assure the stability of the uses proposed to be developed on the site.
  - e. The right-of-way and pavement widths for internal roads serving multifamily dwellings shall be adequate and sufficient in size, location and design to accommodate the maximum traffic, parking and loading needs and the access of fire-fighting equipment and police or emergency vehicles. The pavement of said roads shall be not less than 22 feet wide and shall be subject to all other applicable city ordinances and standards.
  - f. The developer shall provide all necessary on-site water and sewer facilities, including, if necessary, water storage tanks, storm drainage, highway access, paved service streets, sidewalks, parking and loading facilities, lighting, fire alarm system and other necessary facilities, making reasonable provision for utility service connections with adjoining properties in other ownerships. Such proposed improvements shall be subject to review and approval by the appropriate city authority. Water supply and distribution sewers, storm drains, streets, sidewalks and paved areas shall be approved by the Department of Public Works and the City Engineer; parking area access, layout and lighting shall be approved by the Police Department; all site plans shall be approved by the Fire Department for access, water pressure and supply and hydrant and call box locations.
  - g. Any nonresidential uses within the PRD must be located so as to be compatible with nearby residential uses.
  - h. A buffer strip shall be provided along the property line and along any street line. Said strip shall be at least 50 feet in depth, measured inward from the street line or property line; provided, however, that in no event shall any structure or building be permitted closer than 120 feet from any residence on any property abutting the PRD property and shall be suitably landscaped with grass and shrubs, trees or other ground cover or such screening as the Planning Board may prescribe. No parking shall be permitted in this area.
  - i. Maximum building coverage of the site shall be 20%.
5. *Application procedures and approval process.*



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- a. Submission of a preliminary site plan and rezoning application:
  1. In order to allow the Planning Board and the developer to reach an understanding on basic design requirements and the appropriateness of rezoning at the earliest opportunity, the developer shall submit a preliminary plan of his proposal to the Board with a copy to the Director of Planning and Development. The preliminary plan, which shall be accompanied by a rezoning application, shall be approximately to scale, though it need not be to the precision of a finished engineering drawing, and it shall clearly show the following:
    - (i) The disposition of various proposed land uses and the areas covered by each, in acres.
    - (ii) The general outline of the interior road system and all existing and proposed rights-of-way and easements, whether public or private.
    - (iii) Delineation of the various residential areas indicating the number of dwelling units by each housing type and size, plus a calculation of the density, in dwelling units per acre.
    - (iv) The interior common open space system and a statement as to how it is to be owned and maintained.
    - (v) The interior drainage system and how it is proposed to be connected to the drainage systems of adjoining areas.
    - (vi) Estimates of the school-age population and possible allocation to existing and any proposed schools.
    - (vii) If the development is to be staged, clear indication of how the staging is to proceed.
    - (viii) Evidence of how the proposal would meet the planning objectives of the PRD as set forth in Section 19-4.1.2 of this Chapter.
    - (ix) Evidence in the applicant's own behalf to demonstrate his competence to carry out the plan and his awareness of the financial and organizational scope of such a project.
  2. The Director of Planning and Development shall certify, in writing, whether or not the application is complete in accordance with Subsection (5)(a)1 above. The Director of Planning and Development shall act to certify or return the application to the applicant for completion within 10 calendar days of receipt by the Director of Planning and Development (DPD).
  3. The Planning Board shall review the preliminary site plan and all related documents and shall render either a favorable report to the Common Council or an unfavorable report to the applicant within 45 days following certification by the Director of Planning and Development that all of the necessary application material has been presented. If no report has been rendered after 45 days, the applicant may proceed as if a

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favorable report were given to the Common Council.

A favorable report shall include a recommendation to the Common Council that a public hearing be held for the purpose of considering the desirability of mapping the subject property as a PRD Zoning District. The report shall be based on the following findings, which shall be included as part thereof:

- (i) The proposal conforms to the Comprehensive Plan duly adopted by the Poughkeepsie Common Council.
- (ii) The proposal meets the intent and objectives of the PRD district as expressed in this Section.
- (iii) The proposal meets all the general requirements of Section 19-4.1.3 of this Chapter.
- (iv) The proposal is conceptually sound in that it meets community needs in the layout of the proposed roadway system, in its land use configuration, open space and drainage systems and in the scale of the elements, both absolute and as they relate to one another.
- (v) There are adequate public facilities, services and utilities available or proposed to be made available to serve the development.

If there is an unfavorable report on the preliminary site plan, the Planning Board's statement shall contain the reasons for such findings. In such a case, the Planning Board may recommend further study of the site plan and resubmission of the preliminary site plan after it has been revised or redesigned.

b. Amendment of Zoning Map to a PRD District:

1. Upon receipt of a favorable report from the Planning Board, the Common Council shall conduct a public hearing for the purpose of considering an amendment to the Zoning Map to place the subject property in a Planned Residential Development District, said public hearing to be conducted within 30 days of the receipt of the favorable report.
2. The Common Council shall follow referral procedures for zoning amendments as outlined in Article 9 of this Chapter.
3. The Common Council shall act on the rezoning application within 90 days of the authorization for a public hearing. Approval of the PRD District application shall be duly noted on the Zoning Map of the City of Poughkeepsie.
4. PRD zoning districting shall not take effect until final site plan approval has been secured in accordance with the procedures set forth in Article 8 of this Chapter.

c. Application for final site plan approval:

1. Following rezoning of a property to the PRD zone, the applicant shall submit an application for final site plan review in accordance with this Chapter. The application for final site plan shall be made within three months from the date of the Common Council approval for the rezoning.

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2. The final detailed site plan shall conform substantially to the approved preliminary site plan. It should incorporate any appropriate revisions or other features that may have been recommended by the Planning Board.
  3. The time for application for final site plan approval as set forth in Subsection (5)(c)1 above may be extended by the Planning Board for an additional period of time not to exceed two years from the date of the expiration of the initial three-month period. Such extensions shall be granted by the Planning Board upon application establishing practical difficulty or other good cause shown on the part of the applicant with regard to the finalization of the applicant for final site plan approval.
6. *Time limits for effectiveness of PRD approvals.*
- a. An approval for rezoning to a PRD District shall be effective for a period of 12 months after Common Council approval of such rezoning. The applicant shall, during such twelve-month period, obtain final site plan approval and all other approvals required for the lawful commencement of the project described in the approved final site plan and commence substantial construction of the project. For good cause shown, the Common Council may extend the twelve-month period set forth above for a period of time not to exceed an additional six months. In the event that the applicant has not performed, as set forth above, within the time set forth above, the PRD zone shall terminate and the zoning for the subject property shall revert to the zoning designation in effect prior to the rezoning to PRD. Notwithstanding the time limits set forth above, the Common Council may, upon application and in its discretion, grant a further extension of time, in increments of one-year extensions, not to exceed, in total, a maximum of three years of additional extension, all such extensions measured from the date of expiration of the six-month extension hereinbefore set forth. In considering such discretionary extension, an applicant must demonstrate to the satisfaction of the Common Council that such additional extension is required by reason of the inability of the applicant to obtain an approval or approvals from one or more governmental agencies required to implement construction within the PRD District and must further demonstrate that such inability to obtain such approval or approvals results from reasons beyond the control of the applicant, unrelated, in whole or in part, to any fault or failure on the part of the applicant in applying for or processing such applications for such approval or approvals. In addition, any such discretionary extension requires findings by the Common Council that such discretionary extension is consistent with the purposes and objectives of PRD zoning as set forth in Section 19-4.18(1) and (2) of this Code of Ordinances, together with findings that the approval for which such discretionary extension is sought is consistent with any amendments to PRD zoning as may have been adopted, from time to time, on and after the date when PRD approval was given to the applicant.
  - b. For purposes of this section, commencement of substantial construction shall mean the commencement of physical

construction of not less than 20% of the residential units shown in the final approved site plan, including excavation, footings and foundations or slabs; or 20% of the residential units shown in the first phase of development if the final approved site plan provides for development in phases.

- c. If substantial construction has not commenced within the time set forth above, the PRD zone shall terminate and the zoning for the subject property shall revert to the zoning designation in effect prior to the rezoning to PRD. All improvements or construction not in accord with the zoning in effect upon the termination of PRD shall be promptly removed; provided, however, that the applicant, in lieu of removing improvements or construction, may make application for new zoning and building approvals under the terms of the zoning in effect upon PRD termination, including but not limited to subdivision approval for the construction and improvements already commenced. Any such application for new zoning and building approvals shall stay the requirement of removal of improvements and construction, except in the case of emergency or danger to health and safety, pending administrative decision on any such application. In order to qualify for such a stay, an application must be made within 30 days of the time of termination of PRD zoning, and such application must be submitted, completed and processed by the applicant with diligence.

## Section 19-4.2

### Walkway- Gateway District(W-G)

## Walkway-Gateway District (W-G).

1. *Establishment, purpose, and intent.* The City of Poughkeepsie hereby establishes the Walkway-Gateway District (W-G), as further described in below. The area encompassed by the W-G District, most of which developed around the Poughkeepsie-Highland Railroad Bridge in the 19th Century, attracts hundreds of thousands of visitors each year to Walkway Over the Hudson State Historic Park and serves as a gateway for both residents and visitors. The purpose of the Walkway-Gateway (W-G) District is to revitalize this mixed industrial and residential area of the City so that it becomes a vibrant and attractive walkable mixed-use neighborhood where people will want to live, shop and invest. An additional purpose of this District is to encourage visitors to the Walkway and the Dutchess Rail-Trail to visit surrounding areas, before or after their visit, in order to help revitalize the neighborhood. Specifically, the intent of the District is to:
  - a. Enhance the quality of the City's built environment and promote site layout and architectural design that is compatible with the historic character of the community and the national prominence of the Walkway Over the Hudson State Historic Park.
  - b. Provide for the safety and comfort of pedestrians through an interconnected network of sidewalks and trails so that

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work, shopping, schools, and recreation will be within walking distance of each other, allowing independence to those who do not drive.

- c. Provide an interconnected network of streets, bicycle routes, and bicycle lanes to disperse traffic so that the City's vehicular system will be easy to navigate for both bicyclists and drivers.
  - d. Promote the development of new residential and mixed uses at densities sufficient to encourage public transit use for residents and visitors.
  - e. Strengthen the economic base of the City by providing expanded opportunities for residential and commercial mixed-use development, removing barriers to adaptive reuse of former industrial buildings, facilitating remediation of distressed properties, and encouraging the use of open and vacant lands for community gardens and landscaping.
  - f. Incorporate green infrastructure and green development practices for stormwater management and renewable energy into the development review process.
  - g. In mixed-use buildings, encourage ground floor uses that generate and serve pedestrian traffic, such as retail, personal services and restaurants.
  - h. Facilitate the preservation, renovation, and adaptive reuse of historic buildings.
  - i. Provide for a range of visually and physically accessible civic spaces within the District including parks, plazas, playgrounds, squares and greenways for the enjoyment of residents and visitors and for the creation of comfortable and sociable spaces for celebrations and events.
  - j. Encourage the continued use of factory buildings for viable light manufacturing uses, which provide local jobs for residents, when such uses are compatible with nearby residential and tourism-oriented uses.
  - k. Implement the goals and recommendations of the City's Comprehensive Plan and the Hudson River Valley Greenway Compact.
2. *The Walkway-Gateway District is intended to have the following characteristics:*
- a. Streets designed to safely integrate pedestrians, bicycles and cars.
  - b. Short front setbacks to encourage pedestrian-friendly streets.
  - c. A balanced mix of activities including work, schools, public spaces, shopping and a diversity of housing choices within walking distance of one another.
  - d. Usable and attractive public spaces complemented by smaller private spaces in side yards and back yards.
  - e. Ample sidewalks and street trees, with building frontages whose windows and doors are oriented toward the sidewalk,

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forming a consistent street wall that is hospitable and inviting to pedestrians.

- f. Pedestrian-scale neighborhood amenities such as pocket parks, lighting, benches, information kiosks, landscaping and planters that enhance the overall appearance of the streetscape.
- g. Architectural design that promotes a high-quality pedestrian-oriented public realm consistent with the historic character of the City.

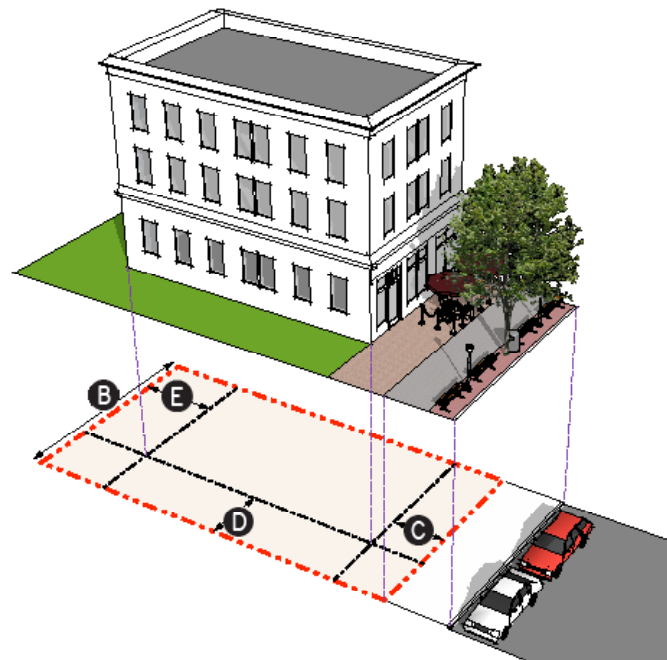
3. *Applicability.*

- a. The provisions of this Section 19-4.2 shall apply to the W-G District and shall be in addition to other requirements of the City Zoning Ordinance. In the event of any conflict, the provisions of this section shall control.
- b. All new uses of land and structures and changed uses of land and structures shall comply with this Section 19-4.2 and Article 5. Existing uses may continue as provided in Article 5 of the City Zoning Ordinance, except as may be otherwise provided in this section.
- c. This section uses the terms “shall” when a standard is required and “should” when the standard is to be applied unless the Planning Board finds strong justification for an alternative solution in an unusual and specific circumstance.
- d. In order to encourage mixed uses, more than one principal building and more than one principal use shall be allowed on any lot or parcel in the W-G District, subject to all approval criteria contained herein.
- e. To promote optimum use of a parcel in the future, applicants may be required to prepare a conceptual master plan for their entire parcel whenever an application to subdivide or develop a portion of a larger parcel is submitted. The development of a master plan is intended to ensure that partial development or subdivision of a parcel will not preclude future development consistent with the purposes of the W-G District. Master plans may be developed at various levels of detail. Generally, the more specific the master plan, the less review that will be required as the future permitted uses are built. In reviewing and approving a conceptual master plan, the Planning Board shall indicate the extent to which the plan will be binding upon future decisions with respect to other portions of the parcel.

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4. *Lot standards.* All new construction or enlargement of existing structures in the W-G District shall be subject to the lot standards below, except that maximum lot width only applies in the case of a subdivision of a lot. A larger maximum front setback may be allowed, subject to Planning Board approval, if the area in front of a building has no parking spaces and is landscaped and used in a manner that enhances street life by such means as pocket parks, plazas, outdoor dining areas, or public art. Such outdoor space shall be landscaped with plant materials that are appropriate to the use and location and in a configuration that is approved by the Planning Board.

| LOT STANDARDS |                            | Minimum | Maximum |
|---------------|----------------------------|---------|---------|
| <b>A</b>      | Lot area                   | -       | -       |
| <b>B</b>      | Lot width <sup>1</sup>     | 30 ft   | 140 ft  |
|               | Townhouses                 | 18 ft   | 140 ft  |
| <b>C</b>      | Front setback <sup>1</sup> | 0 ft    | 15 ft   |
| <b>D</b>      | Side setback               | 0 ft    | 12 ft   |
| <b>E</b>      | Rear setback               |         |         |
|               | Principal building         | 15 ft   | -       |
|               | Accessory building         | 5 ft    | -       |
| <b>F</b>      | Frontage occupancy         | 50%     | 80%     |
| <b>G</b>      | Build-to-corner            | -       | -       |



<sup>1</sup> These lot width and setback requirements may vary depending on Planning Board approval, as indicated under 19-4.2.4.



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5. *Building standards.* The building standards in the table below apply to new buildings in all areas of the W-G District, except the north side of Parker Avenue between Washington Avenue and Garden Street; in this location principal and outbuilding maximum height are limited to two stories or 35 feet, whichever is less. Principal building height may be increased to three stories or 40 feet on the north side of Parker Avenue between Washington Avenue and Garden Street by special use permit subject to a study of the shadow effect on the Walkway and/or Dutchess Rail-Trail as appropriate. Stories built below the grade of the street shall not be counted toward building height.

| BUILDING STANDARDS |                            | Minimum         | Maximum         |
|--------------------|----------------------------|-----------------|-----------------|
| A                  | Height                     |                 |                 |
|                    | Principal building         | 2 stories/29 ft | 3 stories/42 ft |
|                    | Accessory building         | -               | 2 stories/29 ft |
| B                  | Shopfront – floor to floor | 15 ft           | -               |

| TRANSPARENCY |                                    |     |
|--------------|------------------------------------|-----|
| C            | Ground story [min]                 |     |
|              | Residential                        | 40% |
|              | Non-residential – Primary Street   | 60% |
|              | Non-residential – Secondary Street | 40% |
| D            | Upper story [min]                  | 25% |

6. *Building design standards.* The following design standards shall apply to all uses which require site plan approval in the W-G District:
- a. Facades of shopfront buildings shall be built parallel to the street frontage and shall define the public realm of the sidewalk through the use of consistent setbacks along the street. Building facades should align with adjacent buildings and be compatible with neighboring buildings and the general site context.





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- b. All primary windows, with the exception of shopfront and small windows such as transom windows, shall be vertical in proportion and in the case of historic structures, should have multiple panes divided by muntins. Mirrored, reflective, or darkly tinted glass, all-glass walls, and exterior roll-down security gates shall not be permitted.
- c. Glass, metal, canvas, and canvas-like awnings are encouraged along street frontages, and may encroach up to six feet into the front setback and over the sidewalk above seven feet. Vinyl or aluminum awnings shall not be permitted.

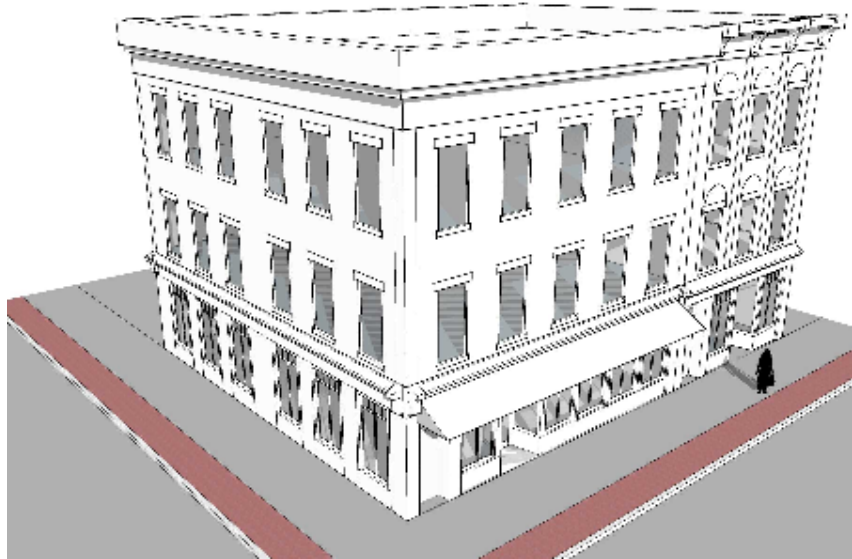


- d. The principal pedestrian entrances for shopfront buildings shall be directly connected to the sidewalk. Principal entries to shopfronts shall be highlighted through the use of architectural features such as roofs, recessions into the facade or other details that express the importance of the entrance.
- e. New construction and rehabilitation shall reflect the traditional architecture of the community in building and roof forms, window proportions, materials, colors and details.
- f. Architectural features and windows shall be continued on all sides of the building that are clearly visible from a street or public parking area to avoid visible blank walls.
- g. Trademarked architecture shall be prohibited unless it is consistent with the historic architectural styles of the City of Poughkeepsie and other Hudson River Valley urban areas.
- h. Buildings of 20,000 square feet or more should provide for public space that incorporates amenities such as benches, seats, tables, fountains, drinking fountains, and interpretive historical markers.
- i. The exterior finish materials on all facades should be limited to natural building materials such as brick, stone, stucco, and wood. Smooth finish fiber cement or other composite siding is also permitted, provided that it faithfully simulates the natural material in composition, design, color, texture and other visual qualities. Vinyl, plastic, aluminum, or sheet metal siding or trim, exposed concrete blocks, concrete walls, plywood and other

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similar prefabricated panels, unpainted lumber, and synthetic stone, synthetic brick or synthetic stucco shall not be permitted.

- j. Buildings of 40 feet or more in width along a lot frontage shall be articulated, reducing their apparent size and contributing to a human-scale development. The mass of these buildings shall be broken up using a variety of architectural details such as divisions or breaks in materials, window bays, separate entrances and entry treatments, variation in roof lines, awnings, and sections that project or are recessed up to 10 feet.



- k. All mechanical equipment, whether roof- or ground-mounted, shall be completely screened from adjacent properties and streets in a manner that is compatible with the architectural treatment of the principal building.
- l. Refuse containers, storage yards or outdoor storage should be located to the rear of the site and in all cases shall be concealed to the extent feasible from public view.
- m. Walls, fences and other enclosures shall be constructed of natural materials and shall not exceed a height of three feet along the frontage line and six feet along the side and/or rear lot lines. Chain link and vinyl fencing shall be prohibited.

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**Section  
19-4.3****Campus  
Development  
(CD)****Campus Development District (CD).**

1. *Purpose of district.* The purpose of this district is to provide areas for educational, research and development, and health care uses within an open campus setting. This district will look to strengthen the tax base and expand employment opportunities.
2. *Permitted uses.* No building or premises shall be used, in whole or in part for any purpose except those listed in Article 5.
3. *Lot and bulk requirements.* Lot and bulk requirements shall be as follows:
  - a. Minimum required lot area:
    1. For uses permitted and regulated in the Residential Community 3 District (RC3): except as otherwise provided herein, these lots shall have no minimum lot area requirements.
    2. For all other uses and except as otherwise provided herein: 10,000 square feet.
  - b. Minimum required frontage: 50 feet.
  - c. Minimum required yards: except as otherwise provided herein, yards shall meet the following standards:
    1. Primary street setback - 20 feet.
    2. Secondary street setback - 20 feet.
    3. Side setback - 5 feet.
    4. Rear setback - 15 feet.
  - d. Maximum building height: 5 stories/68 ft
  - e. Maximum lot coverage: 50%.
  - f. Required open space: 20%
4. *Parking and loading.* Off-street parking and loading spaces shall be provided, subject to the requirements of Section 19-6.2 of this Chapter.
5. *Landscaping and screening.* Landscaping and screening shall be provided, subject to the requirements of Section 19-6.5 of this Chapter.

**Section  
19-4.4****Waterfront  
District (W)****Waterfront District (W).**

1. *Purpose of district.* The purpose of this district is to encourage the creation or maintenance of sound development of certain portions of the City's waterfront in a manner that optimizes the waterfront location while simultaneously protecting the physical integrity of the waterfront and expanding the range of water-oriented activities for residents and visitors.
2. *Permitted uses.* No building or premises shall be used, in whole or in part for any purpose except those listed in Article 5.

3. *Lot and bulk requirements.* Lot and bulk requirements shall be as follows:
  - a. Minimum required lot area for nonresidential development: none.
  - b. Minimum required lot frontage: 50 feet.
  - c. Minimum required yards: none, except if provided must be at least six feet.
  - d. Maximum FAR: 1.25.
  - e. Maximum lot coverage: 50%.
  - f. Maximum height of structures exclusive of rooftop mechanicals and ornamentation:
    - (i) For structures on the west side of North Water Street between Main Street and the Fallkill Creek: 3 stories or 40 feet, except as provided in Subsection (3)(f)(iii) below;
    - (ii) Elsewhere in the Waterfront District: 5 stories or 60 feet, except as provided in Subsection (3)(f)(iii) below;
    - (iii) Where structures of maximum height will adversely affect views from the following locations, public parks, the Poughkeepsie Railroad Station, Kaal Rock, the Mid-Hudson Bridge, Vassar Brothers Hospital, DeLaval, the steps of Our Lady of Mount Carmel Church, such structures must be reduced to a height that will not impact said views except that in no instance shall buildings be required to be reduced to less than 35 feet in height inclusive of rooftop mechanicals, water towers or ornamentation.
  - g. Minimum distance of structures from the mean high water mark of the Hudson River, other than structures or improvements of which the usual and customary use requires direct communication with the waters of the Hudson River such as, but not limited to, piers, docks, marinas, fishing stations, boat launches or the like: 25 feet.
4. *Parking and loading.* Off-street parking and loading spaces shall be provided, subject to the requirements of Section 19-6.2 of this chapter.
5. *Landscaping and screening.* Landscaping and screening shall be provided, subject to the requirements of Section 19-6.5 of this chapter.

## Section 19-4.5

### Waterfront Transit-Oriented Development District (WTOD)

## Waterfront Transit-Oriented Development District (WTOD).

1. *Purpose of district.* The purpose of the WTOD District is to encourage a pedestrian-friendly, urban mix of public, recreational, residential, and compatible commercial uses within walking distance of waterfront parks, the Walkway Over the Hudson elevator, and the Railroad Station. This mixed-use district is designed to promote public access to the waterfront along a continuous Greenway park and walkway system and to create

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a regionally connected destination center around the Railroad Station with direct links up Main Street to the City Center.

The waterfront is one of the City's greatest assets and represents exceptional opportunities for balancing high value development with public access to riverfront recreational and entertainment activities. The standards in this section are designed to achieve the following additional objectives:

- a. To encourage a mix of water-dependent and water-enhanced recreational, public, residential, and compatible commercial uses, which complement each other and take advantage of this unique location along the Hudson River and around the Railroad Station.
- b. To support the most desirable and appropriate use of land and building development based upon consideration of land characteristics and other environmental features, adjacent neighborhoods, and overall community needs, while also protecting historic buildings, enhancing the value of land and buildings, and increasing the tax revenue base.
- c. To enhance public access to the river and ensure that development and land or water use activities occur in harmony with the parkland and ecological systems that exist along the Hudson River.
- d. To promote new mixed-use development at levels sufficient to encourage an active waterfront walking district, bicycling, car-sharing, and other transportation alternatives, and public transit use for residents and visitors.
- e. To create a more complete and diverse neighborhood with a balanced mix of housing types and incomes.
- f. To ensure that development of the waterfront is consistent with the City's Local Waterfront Revitalization Program as described in Chapter 18 1/2 of the City of Poughkeepsie Code, the City's Comprehensive Plan, and Greenway Connections, the Hudson River Valley Greenway Compact.

In case of any conflict between these additional standards and other provisions in this Zoning Code, this section shall take precedence.

2. *Development standards for the WTOD District.* Development should implement the principles and overall Illustrative Plans in the 2014 Poughkeepsie Waterfront Redevelopment Strategy, although the uses and forms of individual buildings may vary. Adoption of this plan by the Common Council is intended to streamline the development review process for proposals deemed consistent with the Waterfront Redevelopment Strategy.
  - a. Permitted uses in the WTOD District, as defined on the City of Poughkeepsie Zoning District Map, as amended.
    1. Permitted uses and uses subject to a special use permit or site plan review are included in Article 8 of this Chapter.
    2. Permitted accessory uses shall include off-street parking, fully enclosed storage, signs, and other subordinate uses customarily associated with any permitted use.
    3. Full development of non-park parcels within 1/2 mile of the Railroad Station is encouraged. Multiple uses are

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permitted on a lot and a vertical mix of uses in a building, such as housing above retail, is preferred.

4. In order to promote a mix of uses, activate sidewalks near the waterfront, and promote transit-oriented development near the Railroad Station, any ground floor use facing a public street in buildings fronting N. Water Street west and south of the existing parking structure and buildings fronting Main Street east of the Water Street intersection shall be limited to permitted retail, restaurant, bar, hotel, personal service, public, or cultural uses.
  5. To ensure that partial development of a parcel will not preclude future development consistent with the purposes of the W TOD District, the Planning Board may require the applicant to prepare a conceptual plan for the entire parcel when applying to develop or subdivide a portion of a larger parcel.
- b. Dimensional standards for the W TOD District.
1. All new construction or changes in existing structures shall be subject to the permitted building heights, setbacks, and other dimensional standards listed in the Regulating Plan, Blocks A through G, as shown in the tables and illustrations below.
  2. Building height shall be measured in number of stories fronting on a public street, park, or plaza, excluding attics and basements. Stories shall not exceed 14 feet in height, except for a ground floor commercial, public, or cultural function, which may be up to 20 feet in height.
  3. Chimneys, vent pipes, mechanical systems, elevator shafts, antennas, roof decks or gardens, greenhouses, solar collectors, and other rooftop accessory structures may project up to 15 feet above the maximum height. With the exception of roof decks or gardens and solar collectors, such projections shall occupy no more than 20% of the roof area and must be set back at least 15 feet from the front edge of the roof or otherwise be screened from public views.
  4. Buildings with varied heights, rooflines, roof gardens, and roof terraces are encouraged. The Planning Board may approve a corner or central tower one story above the permitted height, subject to a special use permit, if it meets the following conditions:
    - a. Occupies no more than 20% of the total roof area;
    - b. Does not obstruct a public view identified in the Local Waterfront Revitalization Program;
    - c. Contributes to a more architecturally varied building and block; and
    - d. Provides access to a roof garden or terrace for all building residents or the public.

# Article 4

## BLOCK A - STANDARDS

### Height in Stories [min/max]

|    |               |
|----|---------------|
| A1 | 3 min./5 max. |
| A2 | 3 min./5 max. |
| A3 | 1 min./5 max. |
| A4 | 3 min./5 max. |

### Frontage and Setbacks

|    | Build-to Frontage | Front Setback        |
|----|-------------------|----------------------|
| f1 | 70%               | 0 ft min./10 ft max. |
| f2 | 70%               | 0 ft min./10 ft max. |
| f3 | 0%                | -                    |
| f4 | 0%                | -                    |

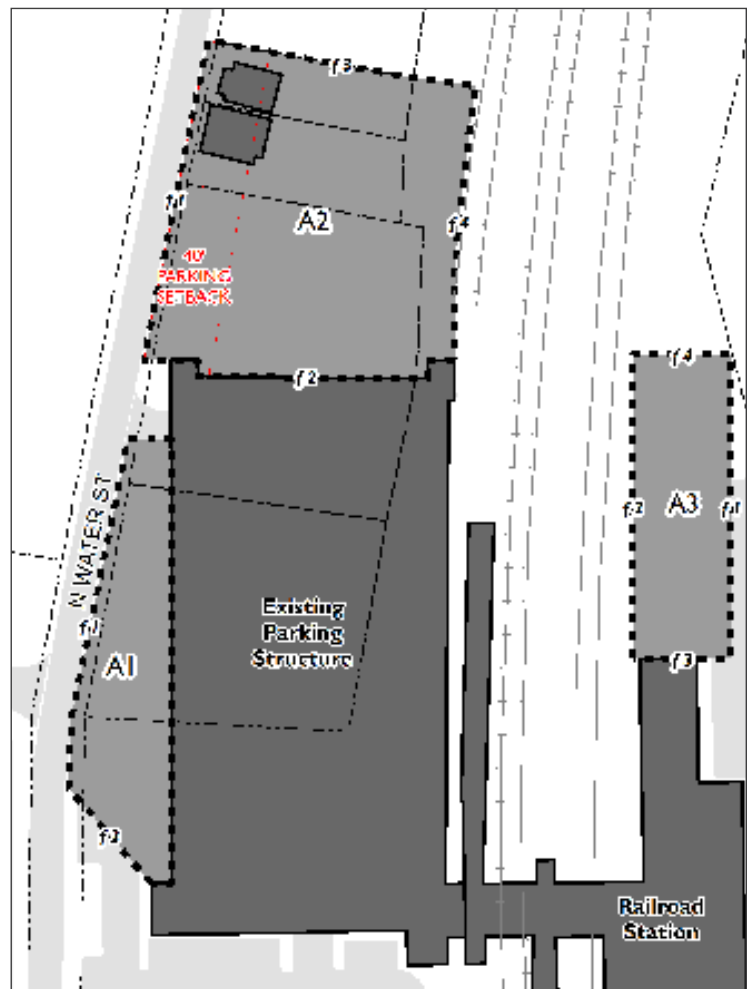
**Parking Setback** 40 ft [min] from N Water Street

**Lot Coverage** 100%

### Notes:

#### Notes:

1. Building may extend over sidewalk along N. Water Street with pedestrian arcade on first floor.



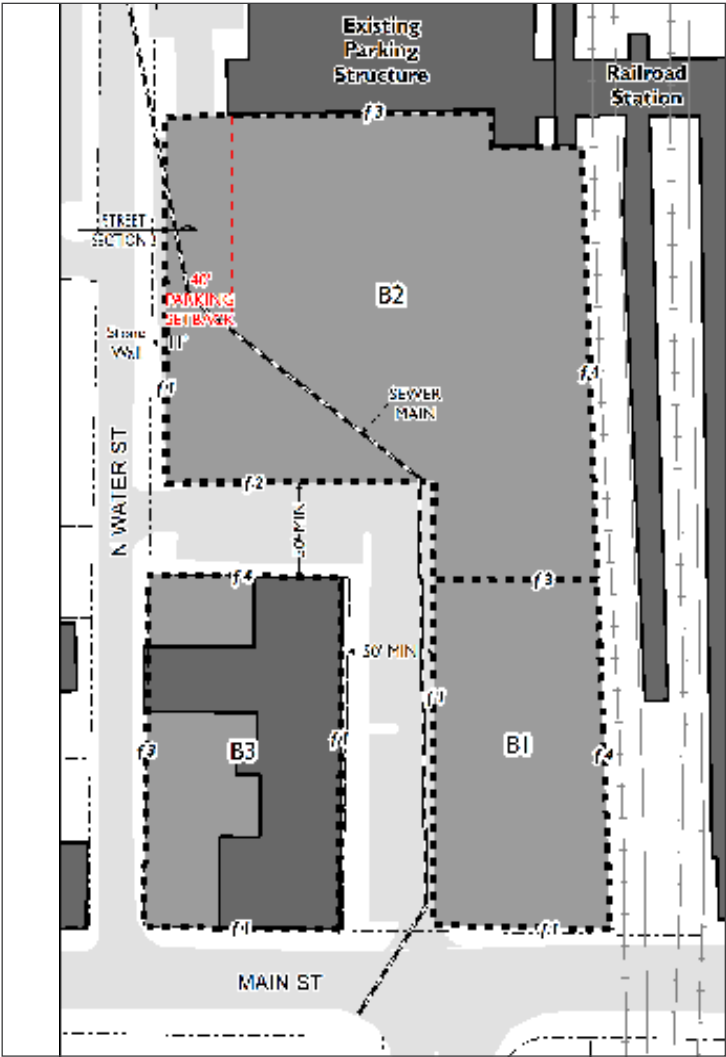


BLOCK B - STANDARDS

| Height in Stories [min/max] |                                 |                      |
|-----------------------------|---------------------------------|----------------------|
| B1                          |                                 | 2 min./5 max.        |
| B2                          |                                 | 2 max.               |
| B3                          |                                 | 2 min./5 max.        |
| Frontage and Setbacks       |                                 |                      |
|                             | Build-to Frontage               | Front Setback        |
| f1                          | 80%                             | 0 ft min./15 ft max. |
| f2                          | 50%                             | 0 ft min./15 ft max. |
| f3                          | 0%                              | -                    |
| f4                          | 0%                              | -                    |
| Parking Setback             | 40 ft [min] from N Water Street |                      |
| Lot Coverage                | 80%                             |                      |

Notes:

- 1. Location of sewer main subject to survey with protection /relocation measures to be incorporated into site plan review.
- 2. Location of historic wall subject to survey.
- 3. Vehicle access to the parking structure must be maintained from Main Street.





BLOCK C - STANDARDS

Height in Stories [min/max]

|    |               |
|----|---------------|
| C1 | 3 min./5 max. |
| C2 | 2 max.        |

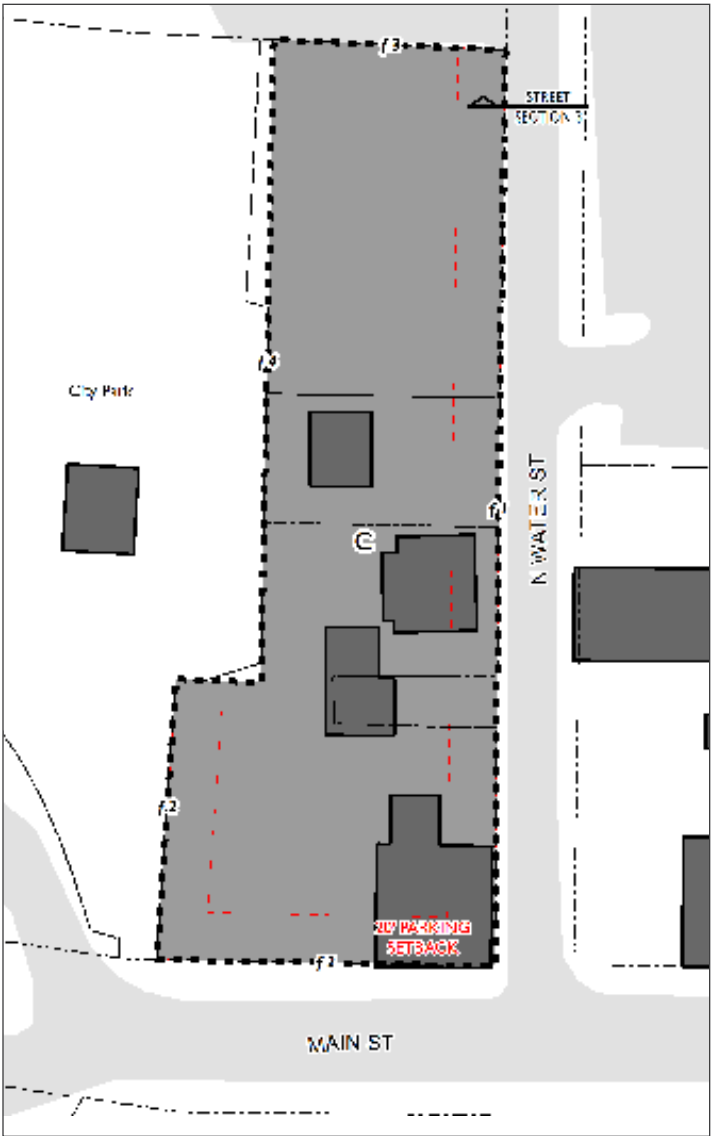
Frontage and Setbacks

|    | Build-to Frontage | Front Setback         |
|----|-------------------|-----------------------|
| f1 | 80%               | 15 ft min./20 ft max. |
| f2 | 70%               | 0 ft min./5 ft max.   |
| f3 | 0%                | -                     |
| f4 | 50%               | -                     |

|                 |                                    |
|-----------------|------------------------------------|
| Parking Setback | 20 ft [min] with frontage building |
| Lot Coverage    | 50% min./100% max.                 |

Notes:

- f4 parking may have 0 ft. setback with approved screening.

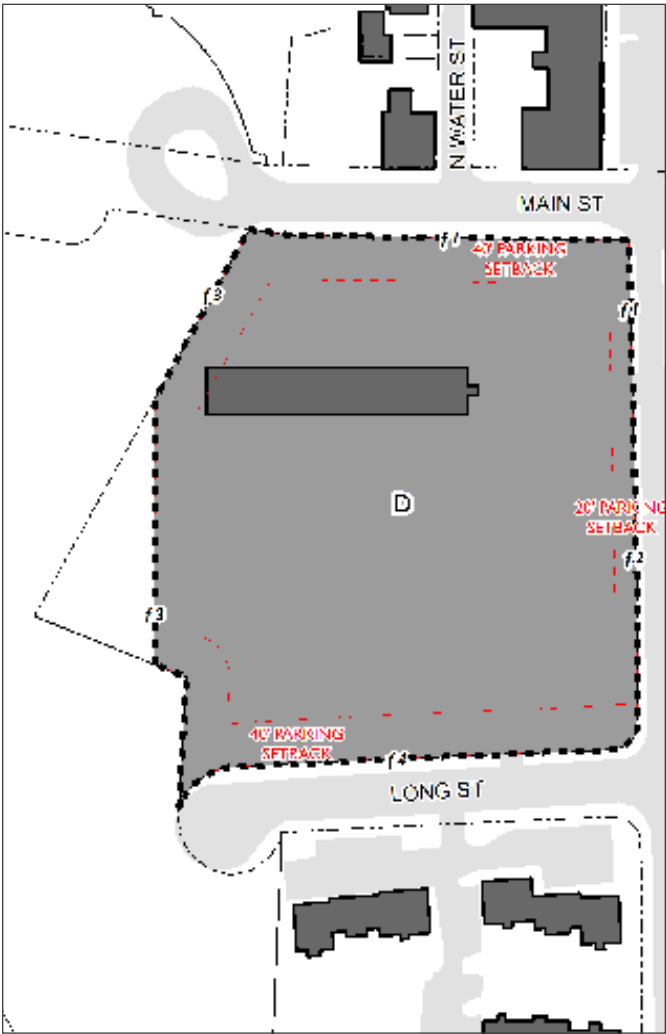


BLOCK D - STANDARDS

| Height in Stories [min/max] |                                                                                                |                      |
|-----------------------------|------------------------------------------------------------------------------------------------|----------------------|
| f1                          |                                                                                                | 3 min./5 max.        |
| f2                          |                                                                                                | 2 min./3 max.        |
| f3                          |                                                                                                | 2 min./3 max.        |
| f4                          |                                                                                                | 2 min./3 max.        |
| Frontage and Setbacks       |                                                                                                |                      |
|                             | Build-to Frontage                                                                              | Front Setback        |
| f1                          | 80%                                                                                            | 0 ft min./5 ft max.  |
| f2                          | 60%                                                                                            | 0 ft min./5 ft max.  |
| f3                          | 50%                                                                                            | 5 ft min./15 ft max. |
| f4                          | 50%                                                                                            | 5 ft min./15 ft max. |
| Parking Setback             | 40 ft [min] from N Water Street; 20 ft [min] from Rinaldi Street; 20 ft [min] from Long Street |                      |
| Lot Coverage                | 40% min./100% max.                                                                             |                      |

Notes:

- 1. N/A



BLOCK E - STANDARDS

Height in Stories [min/max]

2 min./3 max.

Frontage and Setbacks

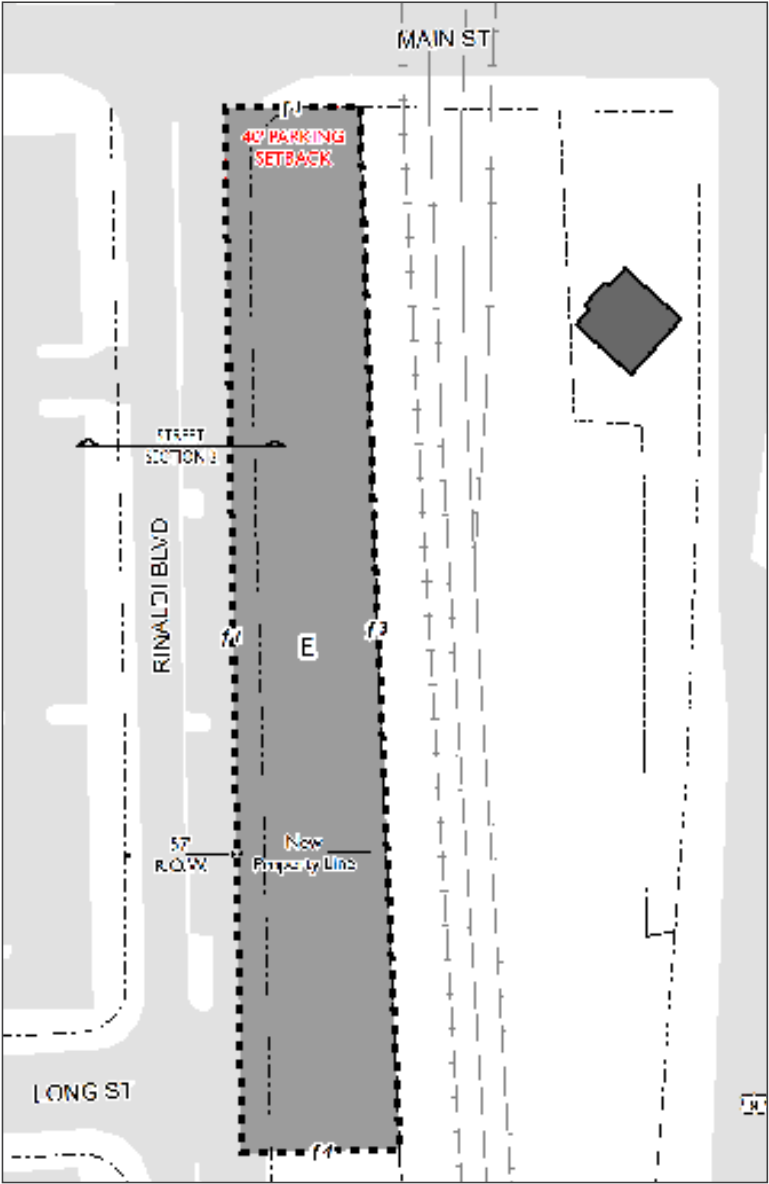
|    | Build-to Frontage | Front Setback       |
|----|-------------------|---------------------|
| f1 | 80%               | 0 ft min./5 ft max. |
| f2 | 80%               | 0 ft min./5 ft max. |
| f3 | 0%                | -                   |
| f4 | 0%                | -                   |

Parking Setback N/A

Lot Coverage 100% max.

Notes:

1. N/A



BLOCK F - STANDARDS

Height in Stories [min/max]

2 min./3 max.

Frontage and Setbacks

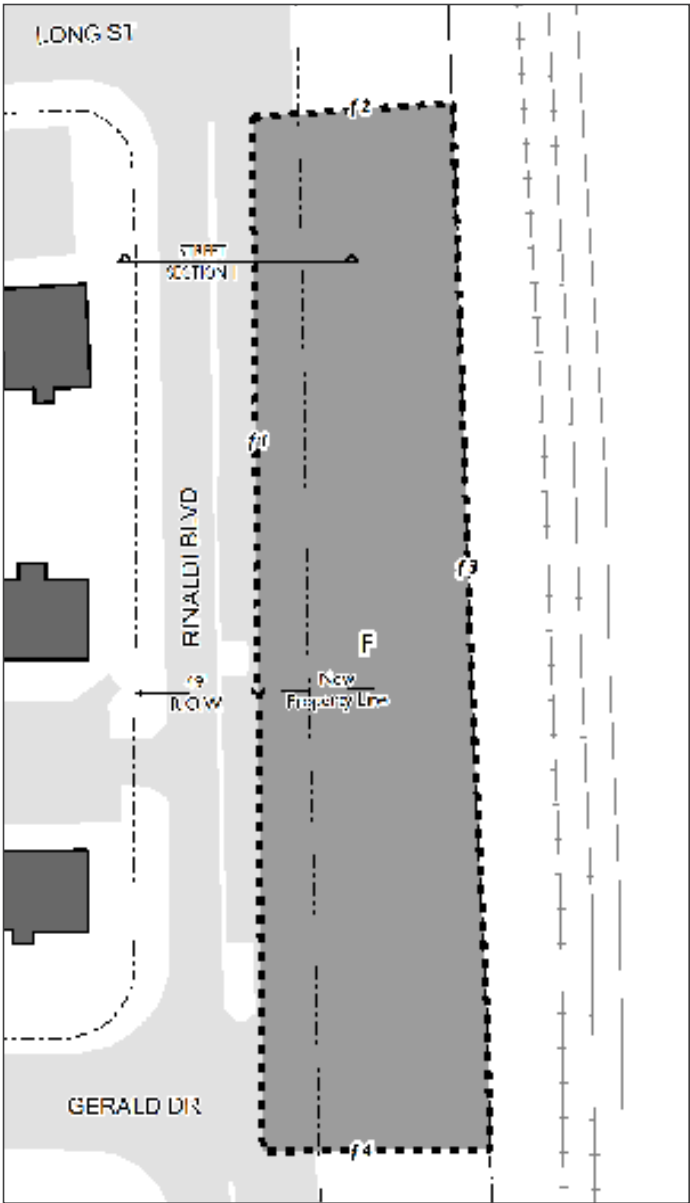
|    | Build-to Frontage | Front Setback         |
|----|-------------------|-----------------------|
| f1 | 60%               | 10 ft min./15 ft max. |
| f2 | 0%                | -                     |
| f3 | 0%                | -                     |
| f4 | 0%                | -                     |

Parking Setback 20 ft [min]

Lot Coverage 30% min./80% max.

Notes:

- 1. New property line of Rinaldi Boulevard based on reduction of street width.



# Article 4

## BLOCK G - STANDARDS

### Height in Stories [min/max]

|    |        |
|----|--------|
| G1 | 2 max. |
| G2 | 2 max. |

### Frontage and Setbacks

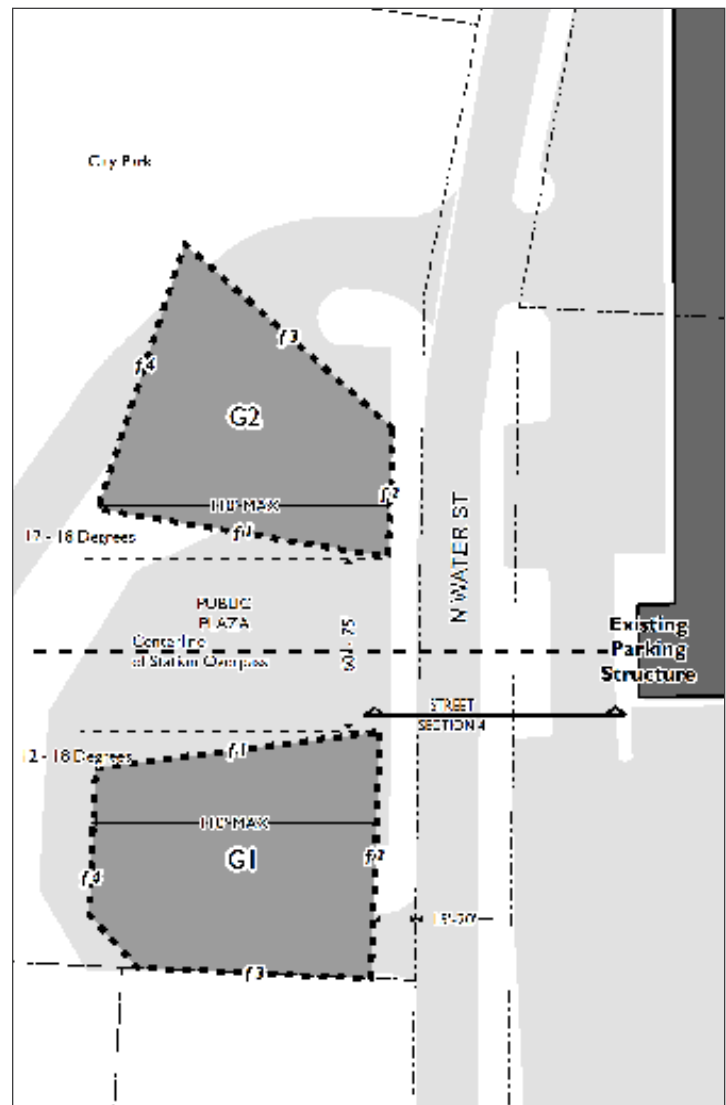
|    | Build-to Frontage | Front Setback       |
|----|-------------------|---------------------|
| f1 | 100%              | 0 ft min./5 ft max. |
| f2 | 80%               | 0 ft min./5 ft max. |
| f3 | 60%               | -                   |
| f4 | 60%               | -                   |

**Parking Setback** No parking permitted.

**Lot Coverage** N/A

### Notes:

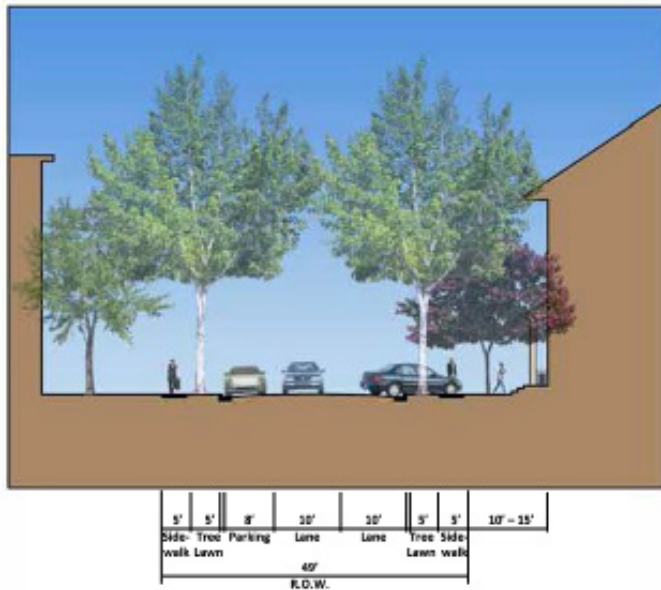
1. Facades lining f1 shall be aligned symmetrically around centerline.
2. Building facades shall not project beyond frontage line.



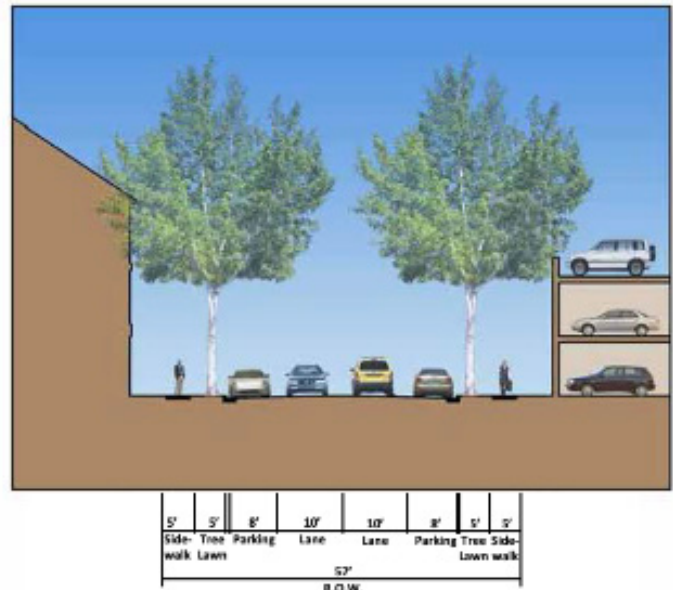
- c. Streetscape standards for the WTOD District.
  - 1. Street dimensions and designs for Water Street south of the Fall Kill Creek and Rinaldi Boulevard north of Gerald Drive shall be consistent with the illustrative sections below.
  - 2. Street trees are an essential element of the streetscape and shall be located adjacent to the curblin on average 30 to 40 feet apart, depending on driveways and utilities. Tree wells and tree lawns shall be designed to complement the stormwater drainage system and shall be at least four feet wide by six feet long to maintain healthy trees. The Planning Board may require lot owners or commercial businesses to provide and maintain (or replace if damaged or dead) street trees, planters, or other landscaping improvements as part of site plan approval.
  - 3. Sidewalks shall be required on both sides of the street and continue across driveways, with an unobstructed space for pedestrian activity at least five feet wide along residential frontages and at least eight feet wide along commercial frontages, whenever possible.
  - 4. On-street parking is encouraged, wherever possible, to provide convenient public parking for nearby parkland and commercial uses, to reduce the need for off-street surface lots and structures, to calm vehicle speeds, and to protect pedestrians from vehicular traffic.
  - 5. Art installations, pocket parks, benches and sitting spaces, and seasonal dining areas with movable tables, chairs, umbrellas, and low planters or partitions are encouraged on or adjacent to the sidewalk and may be approved by the Planning Board if there is sufficient unobstructed space for pedestrian through traffic.
  - 6. The Planning Board may require the placement of a transit shelter and/or bicycle rack on or adjacent to sidewalks as part of site plan approval.
  - 7. All sidewalk furnishings, including light fixtures, trash receptacles, benches, bike racks, planters, and ornamental fencing (up to four feet high) shall be coordinated throughout the district by the Planning Board as part of the site plan review process, using similar or compatible colors and consistent types of light fixtures, benches, and trash receptacles. Vinyl, plastic, or chain-link fencing shall be prohibited.
- d. Site standards for the WTOD District.
  - 1. Concrete or paver walkways at least five feet wide shall link all primary building entrances and public parking areas to the adjacent municipal sidewalk system.
  - 2. Any setback areas not devoted to structures, driveways, walkways, and sidewalks shall be planted and/or landscaped, including a combination of street trees, shade trees, and ornamental plantings.
  - 3. Land shall be developed in such a way as to enhance overall public views toward the Hudson River and provide new river view opportunities from buildings. Site layout and design shall consider public view corridors or locations identified in the Local Waterfront Revitalization Program's Map 9 and shall also consider the important views of the City from the Hudson River.

## Article 4

Rinaldi Boulevard - A



Rinaldi Boulevard - B



4. Sites and buildings shall meet A.D.A. requirements and shall apply universal design principles, whenever possible, to enable those with mobility impairments unrestricted access.
5. Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear parking lots may be a maximum of 20 feet high. Lighting shall be energy efficient, have full-spectrum color quality, and shall use full cutoff fixtures to prevent any light above the horizontal level into the night sky. Exceptions to these lighting standards may be made for short-term event lighting, holiday lighting, or other decorative bulbs under 900 lumens.
6. The following accessory uses are discouraged on the riverfront side of parcels directly adjacent to the waterfront or along public streets: truck docks; service drives; parking lots; storage; electrical or mechanical equipment; private trash or garbage containers or other building maintenance facilities; ventilator exhausts; or freestanding commercial signs. If such uses are permitted by the Planning Board as part of site plan review, uses shall be completely screened with plantings, architecturally treated walls and other appropriate means.



Water Street - C



|           |         |      |      |          |
|-----------|---------|------|------|----------|
| 5'        | 8'      | 10'  | 10'  | 6'       |
| Tree Well | Parking | Lane | Lane | Sidewalk |
| 15' Min.  |         |      |      |          |
| R.O.W.    |         |      |      |          |

Water Street - D



|           |         |      |      |           |
|-----------|---------|------|------|-----------|
| 5'        | 8'      | 10'  | 10'  | 5'        |
| Tree Well | Parking | Lane | Lane | Tree Well |
| 15' Min.  |         |      |      | 11' Min.  |
| R.O.W.    |         |      |      |           |

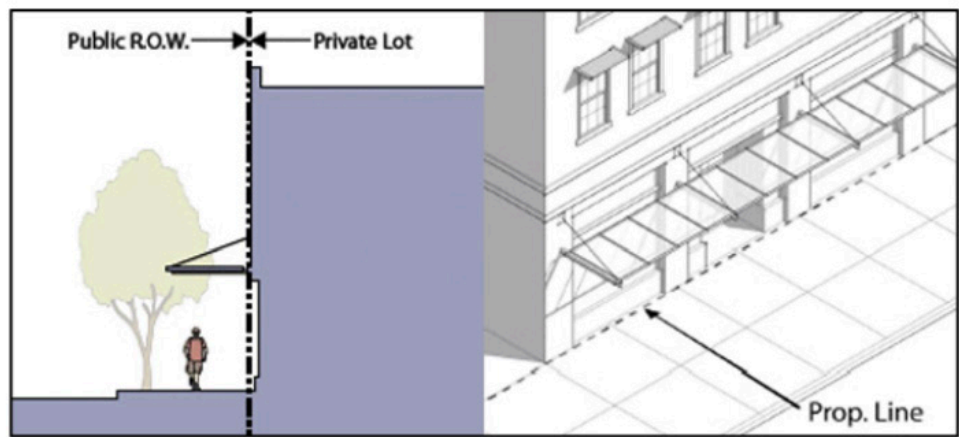


7. All new or replaced utilities shall be underground.
8. Because of the compact, mixed-use character of the district, the Planning Board has the authority to set restrictions on permitted uses that may involve hazardous materials, excessive noise, vibrations, smoke, odors, or other forms of pollution, and to limit late night hours of operation for businesses.
9. Ecological and sustainable site and building design practices are encouraged, including such techniques as:
  - a. Adaptively reusing buildings or building materials, whenever possible.
  - b. Incorporating green infrastructure techniques for stormwater management and providing shared, multiparcel drainage and parking solutions (see the New York State Stormwater Management Design Manual and Greenway Guide E8, Green Infrastructure).



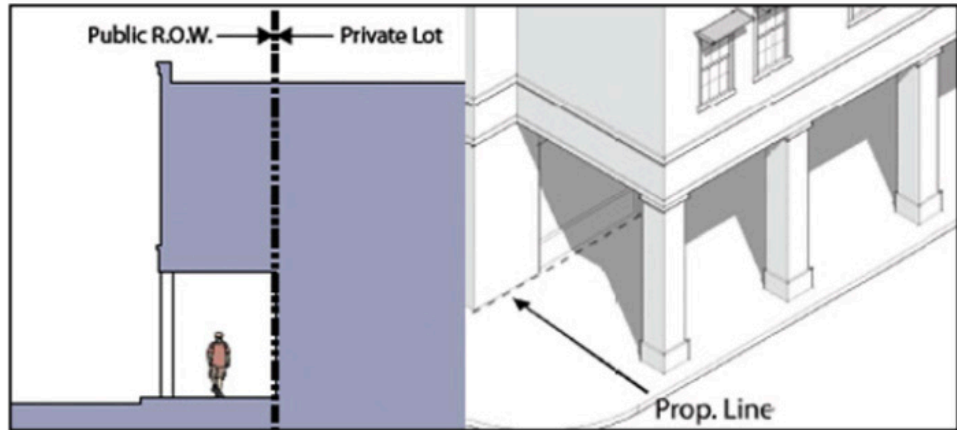
**Article 4**

- c. Integrating eco-roofs/green roofs or similar permeable building roofing systems.
- d. Capturing rainwater for irrigation or other uses.
- e. Incorporating the use of pervious paving systems in areas intended for pedestrian or vehicular use.
- e. Building standards for the WTOD District.
  - 1. Orientation and entrances.
    - a. Buildings shall be oriented to frame the street and encourage a lively walking district with buildings and multiple storefront entrances directly along the sidewalk, more detailed architectural elements on the first floor, and pedestrian-scale lighting and signs. A maximum distance of 60 feet between individual store entrances is encouraged.
    - b. The main pedestrian entrances shall be designed to face the primary frontage. Where rear parking is provided, a rear entrance may be permitted, but shall be clearly secondary to the main entrance along the street or park sidewalk frontage.
  - 2. Frontage types for the WTOD District. The following frontage types are permitted:
    - a. Shop front. The building is located at or very close to the front property line with the entrance at sidewalk grade. This type is conventional for retail use, with a high percentage of display windows on the first floor, a prominent entrance, typically with a recessed doorway, and often with an awning.

**Shop Front**

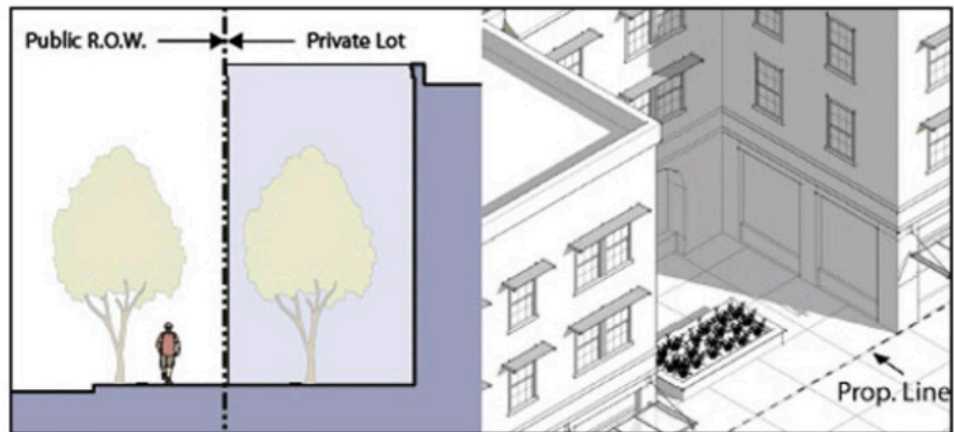
Article 4

- b. Arcade. An attached colonnade extends the building over the sidewalk on the first floor, which can be covered by upper stories. Arcades shall be no less than eight feet deep and 10 feet high.



Arcade

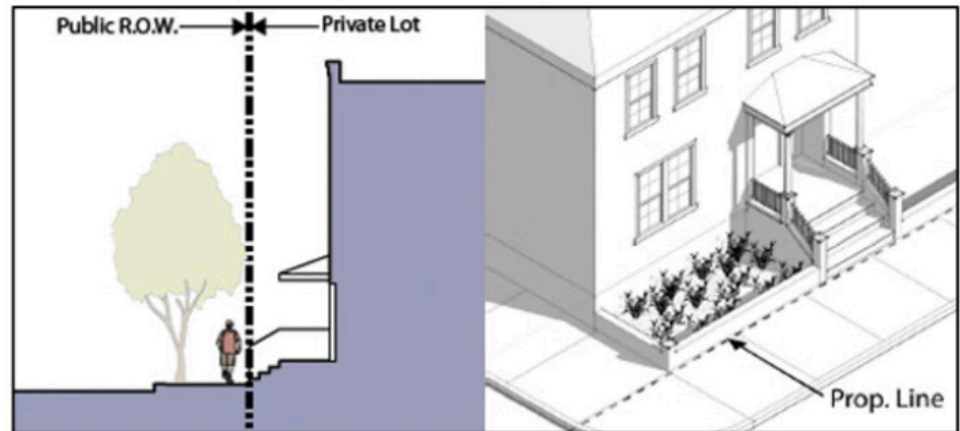
- c. Forecourt. A semipublic exterior space with the back and sides surrounded by a building and the front open to the street forms a court, which is suitable for landscaping, gathering space, or outdoor dining.



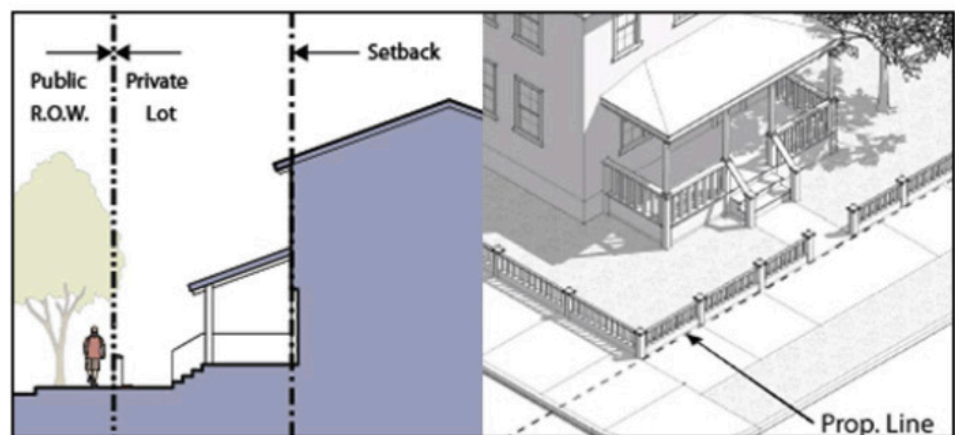
Forecourt

## Article 4

- d. Stoop. The entry porch and ground floor are elevated by stairs from the sidewalk, allowing privacy for first floor residential use even when placed close to the frontage line. Stoops shall be raised at least 18 inches and may be up to 36 inches above the finished grade.

**Stoop**

- e. Porch. The building is set back from the frontage line with an open porch allowed to encroach into the planted front yard. Porches shall be no less than eight feet deep.

**Porch**

## 3. Building architecture.

- a. Architectural features and windows shall be continued on all sides of the building to avoid blank exterior walls, unless the wall is not visible from a public street, parkland, or parking area.
- b. Buildings fronting on more than one street shall provide a consistent quality of similar materials appropriate for a principal facade.
- c. Buildings shall have cornice or top-floor edge features and first-floor architectural articulation, such as storefronts with a secondary cornice or an architecturally emphasized entrance doorway, to accent a facade pattern that differentiates between the base, middle, and top.
- d. Building elements that add architectural interest, such as balconies, bay windows, and cornices, may encroach up to four feet into the front setback or beyond the front lot line, if the bottom of the encroaching building element is at least 12 feet above grade.
- e. Buildings shall have at least a two-foot break in depth along all street facades and roof lines for every 50 feet of continuous facade. Such breaks may be met through the use of bay windows, porches, porticos, building extensions, towers, recessed doorways, and other architectural treatments and need not run the entire height of the building.
- f. Any new building, addition, or alteration should be finished with materials that fit in with the existing historic buildings in the area. Recommended materials include brick, natural stone, wood siding and trim, shingles, slate, stucco, and smooth fiber-cement siding and trim. Vinyl, aluminum, or sheet metal siding, exposed concrete blocks or walls, plywood or unpainted lumber, all-glass facades, and synthetic stone, brick, or stucco are not permitted.
- g. Structural metal, glass, or canvas-type canopies, canvas-type awnings, and projecting signs may encroach up to six feet into the front setback or over a sidewalk above seven feet. Vinyl, aluminum, or backlit awnings or canopies and exterior roll-down security gates shall not be permitted.
- h. Street level commercial facades shall have a minimum of 70% window coverage and transparent door area between two and 10 feet above the sidewalk, with views provided into the business. All other facades visible from a public street or parkland shall have a minimum of 30% window coverage.
- i. Windows shall be transparent (not mirrored or visibly tinted) and primary individual window proportions shall be greater in height than in width, although the Planning Board may allow exceptions for storefront, transom, and specialty windows.

**Article 5**



# **ARTICLE 5: USES AND SUPPLEMENTAL REGULATIONS**



**Article 5****Section  
19-5.1****Use categories**

---

**Use categories.**

1. In order to regulate use, categories of uses have been established. Use categories provide a systematic basis for assigning land uses to appropriate categories with other similar uses. Use categories classify land uses and activities based on common functional, product or physical characteristics.
2. Characteristics can include the type and amount of activity, hours of operation, how goods or services are sold or delivered and any likely impacts to adjacent or surrounding properties and districts.
3. Where a use category contains a list of included uses, the list is to be considered example uses and shall not be interpreted to be all-inclusive. The City of Poughkeepsie Zoning Administrator shall have the responsibility for categorizing all uses.

**Section  
19-5.2****Allowed uses**

---

**Allowed uses.**

1. Principal uses.
  - a. Allowed principal uses by district are listed in the Principal use table below.
2. Accessory uses
  - a. Allowed accessory uses by district are listed in the Accessory use table below.

**Section  
19-5.3****Use  
interpretation**

---

**Use interpretation.**

1. The Zoning Administrator is responsible for classifying all uses. If a proposed use is not listed in a use category but it is similar in nature to a listed and permitted use, the Zoning Administrator will consider the following criteria:
  - a. The actual or projected characteristics of the proposed use;
  - b. The relative amount of site area or floor area and equipment devoted to the proposed use;
  - c. The relative amounts of sales and customers;
  - d. The relative number of employees;
  - e. Hours of operation;
  - f. Building and site arrangement;
  - g. Vehicle trips generated;
  - h. Parking utilization and demands; and
  - i. Likely impacts on surrounding properties.
2. Principal uses not listed  
Principal uses which are not specifically listed are prohibited unless the Zoning Administrator determines the use to be part of a use category as described above.

- 3. Accessory uses not listed  
An accessory use not specifically listed is prohibited unless the Zoning Administrator determines the accessory use:
  - a. Is clearly incidental to and customarily found in connection with the allowed principal use;
  - b. Is subordinate to and serving an allowed principal use; and
  - c. Is located on the same lot as the principal use served.
- 4. Zoning administrator action
  - a. Following a determination by the Zoning Administrator, a written record shall be kept by the City.

**Section  
19-5.4**

Use table key

Use table key.

- 1. A use denoted by the letter 'P' within a zoning district is a use permitted by right in that district.
- 2. A use denoted by 'SP' within a zoning district is a use that may be authorized through a special use permit in that district. The City's Planning Board may grant a special use permit in accordance with the procedures and conditions in Article 9.
- 3. A use denoted by a dash (-) within a zoning district is a use which is expressly prohibited in that district.



## Article 5

Section  
19-5.5Principal use  
table

## Principal use table.

|                                    | Residential Districts |      |      |      |      |      | Mixed Use Districts |      |       |       |     | Special Districts |    |      |     |                          |
|------------------------------------|-----------------------|------|------|------|------|------|---------------------|------|-------|-------|-----|-------------------|----|------|-----|--------------------------|
| USES                               | RN-A                  | RN-B | RN-C | RN-D | RC-3 | RC-5 | MU-3                | MU-5 | PID-A | PID-B | I-M | WG                | W  | WTOD | C-D | Supplemental Regulations |
| RESIDENTIAL USES                   |                       |      |      |      |      |      |                     |      |       |       |     |                   |    |      |     |                          |
| 1 Unit                             | P                     | P    | P    | P    | P    | P    | -                   | -    | -     | -     | -   | P                 | P  | -    | P   |                          |
| 2 Units                            | -                     | P    | P    | P    | P    | P    | P                   | P    | -     | -     | -   | P                 | P  | -    | P   |                          |
| 3 Unit                             | -                     | -    | P    | P    | P    | P    | P                   | P    | -     | -     | -   | P                 | SP | P    | P   |                          |
| 4 Unit                             | -                     | -    | P    | P    | P    | P    | P                   | P    | P     | P     | -   | P                 | SP | P    | P   |                          |
| 5+ Unit                            | -                     | -    | -    | P    | P    | P    | P                   | P    | P     | P     | -   | P                 | SP | P    | P   |                          |
| Accessory Apartments               | P                     | P    | -    | -    | -    | -    | -                   | -    | -     | -     | -   | P                 | -  | -    | -   | 19-5.7                   |
| Cluster Development                | SP                    | SP   | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | -                 | -  | -    | SP  | 19-5.10                  |
| Live-Work Housing                  | -                     | -    | -    | -    | -    | -    | SP                  | SP   | SP    | SP    | SP  | SP                | -  | SP   | -   | 19-5.28                  |
| Manufactured Home Park             | -                     | -    | -    | -    | SP   | -    | -                   | -    | -     | -     | -   | -                 | -  | -    | -   | 19-5.44                  |
| Professional Office in a Residence | SP                    | SP   | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | -                 | -  | -    | SP  |                          |
| Rooming and Boarding Home          | -                     | -    | -    | -    | SP   | SP   | -                   | -    | -     | -     | -   | -                 | -  | -    | -   | 19-5.45                  |
| Short-term Rental                  | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | -   | P                 | -  | -    | -   | 19-5.47                  |
| Student Residence                  | -                     | -    | P    | P    | P    | P    | P                   | P    | P     | P     | -   | -                 | -  | -    | P   | 19-5.48                  |
| Townhome                           | -                     | -    | P    | P    | P    | P    | P                   | -    | -     | -     | -   | -                 | SP | P    | P   |                          |
| PUBLIC OR QUASI-PUBLIC USES        |                       |      |      |      |      |      |                     |      |       |       |     |                   |    |      |     |                          |
| Cemetery                           | -                     | -    | SP   | -    | -    | -    | -                   | -    | -     | -     | SP  | -                 | -  | -    | -   |                          |
| Cultural Center or Facility        | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | -  | P    | P   |                          |
| Golf, Tennis or Swimming Club      | SP                    | SP   | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | SP                | -  | -    | SP  | 19-5.20                  |
| Park or Recreation Facility        | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | P   | P                 | P  | P    | P   |                          |
| Parking Structure                  | -                     | -    | -    | -    | -    | -    | -                   | -    | SP    | SP    | -   | SP                | -  | SP   | -   | 19-5.38                  |

## Article 5

|                                                                             | Residential Districts |      |      |      |      |      | Mixed Use Districts |      |       |       |     | Special Districts |   |      |     |                          |
|-----------------------------------------------------------------------------|-----------------------|------|------|------|------|------|---------------------|------|-------|-------|-----|-------------------|---|------|-----|--------------------------|
| USES                                                                        | RN-A                  | RN-B | RN-C | RN-D | RC-3 | RC-5 | MU-3                | MU-5 | PID-A | PID-B | I-M | WG                | W | WTOD | C-D | Supplemental Regulations |
| Places of Worship                                                           | P                     | P    | P    | P    | P    | P    | P                   | -    | -     | -     | -   | P                 | - | -    | P   | 19-5.40                  |
| Public or Quasi-Public Community Facility                                   | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | P   | P                 | P | P    | P   |                          |
| Public, Private Schools, Parochial Schools and Preschools                   | SP                    | SP   | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | SP                | - | -    | SP  | 19-5.43                  |
| Public Garage                                                               | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | - | -    | -   | 19-5.42                  |
| INSTITUTIONAL AND OFFICE USES                                               |                       |      |      |      |      |      |                     |      |       |       |     |                   |   |      |     |                          |
| Professional Office                                                         | -                     | -    | -    | P    | -    | -    | P                   | P    | P     | P     | P   | P                 | P | P    | P   |                          |
| Outpatient Medical Care                                                     | -                     | -    | -    | -    | -    | -    | -                   | P    | P     | P     | -   | -                 | - | -    | P   |                          |
| Hospital                                                                    | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | -   | -                 | - | -    | P   | 19-5.23                  |
| Institutions for Higher Learning, Business, Vocational and Training Schools | -                     | -    | -    | -    | -    | -    | -                   | SP   | SP    | SP    | -   | -                 | - | -    | SP  | 19-5.24                  |
| Pharmacy                                                                    | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | -   | -                 | - | -    | P   |                          |
| COMMERCIAL AND RETAIL USES                                                  |                       |      |      |      |      |      |                     |      |       |       |     |                   |   |      |     |                          |
| Adult Use                                                                   | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | SP  | -                 | - | -    | -   | <a href="#">19-5.8</a>   |
| Animal Hospital and Animal Boarding Facility                                | -                     | -    | -    | -    | SP   | SP   | SP                  | -    | -     | -     | SP  | -                 | - | -    | SP  |                          |
| Arts, Crafts, or Food Market                                                | -                     | -    | -    | -    | -    | -    | -                   | -    | P     | P     | -   | P                 | - | P    | -   |                          |
| Art or Craft Studio, Studio for Teaching Performing Arts                    | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | P | P    | P   |                          |
| Bar or Drinking Establishment                                               | -                     | -    | -    | -    | -    | -    | -                   | P    | P     | P     | -   | P                 | - | P    | -   |                          |
| Bed and Breakfast                                                           | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | -   | P                 | - | -    | -   |                          |
| Brewery, Distillery or Cidery                                               | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | - | P    | -   |                          |
| Cannabis Use, On-Site Consumption                                           | -                     | -    | -    | -    | -    | -    | -                   | P    | P     | P     | -   | -                 | - | -    | -   | 19-5.9                   |
| Cannabis Use, Retail Store                                                  | -                     | -    | -    | -    | -    | -    | -                   | P    | P     | P     | -   | -                 | - | -    | -   | 19-5.9                   |

## Article 5

| USES                                                    | Residential Districts |      |      |      |      |      | Mixed Use Districts |      |       |       |     | Special Districts |   |      |     | Supplemental Regulations |
|---------------------------------------------------------|-----------------------|------|------|------|------|------|---------------------|------|-------|-------|-----|-------------------|---|------|-----|--------------------------|
|                                                         | RN-A                  | RN-B | RN-C | RN-D | RC-3 | RC-5 | MU-3                | MU-5 | PID-A | PID-B | I-M | WG                | W | WTOD | C-D |                          |
| Community Garden                                        | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | P   | P                 | P | P    | P   | 19-5.12                  |
| Conference Center, Event Center, Commercial Event Venue | -                     | -    | -    | -    | -    | -    | -                   | P    | -     | P     | P   | -                 | - | P    | P   |                          |
| Convenience Store                                       | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | - | P    | P   | 19-5.13                  |
| Convenience Store with a Gasoline Station               | -                     | -    | -    | -    | -    | -    | SP                  | -    | -     | -     | SP  | -                 | - | -    | SP  | 19-5.14                  |
| Dance Club, Discotheque, Nightclub                      | -                     | -    | -    | -    | -    | -    | -                   | P    | P     | P     | -   | -                 | P | P    | -   |                          |
| Market Garden                                           | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | -   | P                 | - | P    | -   | 19-5.29                  |
| Day-Care Center/Home                                    | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | -   | P                 | - | -    | P   |                          |
| Fast Food Restaurant                                    | -                     | -    | -    | -    | -    | -    | SP                  | P    | P     | -     | -   | -                 | - | -    | -   | 19-5.18                  |
| Funeral Parlor                                          | -                     | -    | -    | -    | -    | -    | P                   | P    | -     | -     | -   | P                 | - | -    | -   |                          |
| Hotels                                                  | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | -   | P                 | P | P    | P   |                          |
| Membership Club                                         | P                     | P    | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | SP                | - | -    | SP  | 19-5.30                  |
| Motor Vehicle Fuel/Gasoline Station                     | -                     | -    | -    | -    | -    | -    | SP                  | -    | -     | -     | SP  | -                 | - | -    | SP  | 19-5.32                  |
| Motor Vehicle Service and Repair Facility               | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | SP  | -                 | - | -    | -   | 19-5.34                  |
| Motor Vehicle Sales or Rental Facility                  | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | SP  | -                 | - | -    | -   | 19-5.33                  |
| Mixed Use Building                                      | -                     | -    | -    | P    | -    | -    | P                   | P    | P     | P     | P   | P                 | P | P    | P   |                          |
| Museum, Art Gallery and Cultural Facility               | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | P | P    | P   |                          |
| Personal Service Business                               | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | -   | P                 | P | P    | P   |                          |
| Recreational Facility, Commercial                       | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | -   | -                 | P | P    | -   |                          |
| Radio, Television, Broadcast, or Recording Studio       | -                     | -    | -    | -    | -    | -    | -                   | P    | P     | P     | P   | -                 | - | -    | -   |                          |

## Article 5

|                                                                             | Residential Districts |      |      |      |      |      | Mixed Use Districts |      |       |       |     | Special Districts |   |      |     | Supplemental Regulations |
|-----------------------------------------------------------------------------|-----------------------|------|------|------|------|------|---------------------|------|-------|-------|-----|-------------------|---|------|-----|--------------------------|
| USES                                                                        | RN-A                  | RN-B | RN-C | RN-D | RC-3 | RC-5 | MU-3                | MU-5 | PID-A | PID-B | I-M | WG                | W | WTOD | C-D |                          |
| Restaurant, Coffee Shop, Cafe, Deli                                         | -                     | -    | -    | SP   | -    | SP   | P                   | P    | P     | P     | -   | P                 | P | P    | P   |                          |
| Retail Store or Shop                                                        | -                     | -    | -    | SP   | -    | SP   | P                   | P    | P     | P     | P   | P                 | P | P    | P   |                          |
| Smoke Shop                                                                  | -                     | -    | -    | -    | -    | -    | SP                  | P    | P     | P     | P   | P                 | - | P    | P   | 19-5.50                  |
| Theater or Auditorium                                                       | -                     | -    | -    | -    | -    | -    | -                   | P    | P     | P     | -   | P                 | P | P    | -   |                          |
| <b>INDUSTRIAL USES</b>                                                      |                       |      |      |      |      |      |                     |      |       |       |     |                   |   |      |     |                          |
| Artisan Food and Beverage                                                   | -                     | -    | -    | -    | -    | -    | -                   | -    | SP    | P     | P   | P                 | - | -    | -   |                          |
| Artisan Manufacturing                                                       | -                     | -    | -    | -    | -    | -    | -                   | -    | SP    | P     | P   | P                 | - | -    | -   |                          |
| Bakery, Industrial                                                          | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | P                 | - | -    | -   |                          |
| Cannabis Use, Cultivation                                                   | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   | 19-5.9                   |
| Cannabis Use, Manufacturing or Production Facility                          | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   | 19-5.9                   |
| Cannabis Use, Laboratory Testing Facility                                   | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | P   | 19-5.9                   |
| Cold Storage Plant or Food Processing Plant                                 | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   |                          |
| Communication Antenna                                                       | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | SP  | SP                | - | -    | -   | 19-5.11                  |
| Distribution Center                                                         | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   |                          |
| Light Manufacturing                                                         | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   |                          |
| Medical Testing Laboratory                                                  | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | P   |                          |
| Newspaper Printing or Job Printing                                          | -                     | -    | -    | -    | -    | -    | P                   | P    | -     | -     | P   | -                 | - | -    | -   |                          |
| Pilot Plant for Testing of Manufacturing, Processing or Fabrication Methods | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   |                          |
| Private Transportation Service                                              | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   |                          |
| Research and Development                                                    | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | P   |                          |

## Article 5

| USES                                                                            | Residential Districts |      |      |      |      |      | Mixed Use Districts |      |       |       |     | Special Districts |   |      |     | Supplemental Regulations |
|---------------------------------------------------------------------------------|-----------------------|------|------|------|------|------|---------------------|------|-------|-------|-----|-------------------|---|------|-----|--------------------------|
|                                                                                 | RN-A                  | RN-B | RN-C | RN-D | RC-3 | RC-5 | MU-3                | MU-5 | PID-A | PID-B | I-M | WG                | W | WTOD | C-D |                          |
| Self-Storage Facility                                                           | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   |                          |
| Truck Terminal                                                                  | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   |                          |
| Warehouse - not permitted on any lot with a property line adjoining Main Street | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   |                          |
| Wholesale Business                                                              | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | - | -    | -   |                          |
| <b>WATERFRONT USES</b>                                                          |                       |      |      |      |      |      |                     |      |       |       |     |                   |   |      |     |                          |
| Boatel                                                                          | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | P | P    | -   |                          |
| Boat or Small Craft Launch                                                      | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | P | P    | -   |                          |
| Boat Repair Facility                                                            | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | -   | -                 | P | P    | -   |                          |
| Pier                                                                            | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | P | P    | -   |                          |
| Public or Private Marina                                                        | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | P | P    | -   |                          |
| Yacht Club                                                                      | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | P | P    | -   |                          |

Section  
19-5.6Accessory use  
table

## Accessory use table.

|                                      | Residential Districts |      |      |      |      |      | Mixed Use Districts |      |       |       |     | Special Districts |   |      |     |                          |
|--------------------------------------|-----------------------|------|------|------|------|------|---------------------|------|-------|-------|-----|-------------------|---|------|-----|--------------------------|
| USES                                 | RN-A                  | RN-B | RN-C | RN-D | RC-3 | RC-5 | MU-3                | MU-5 | PID-A | PID-B | I-M | WG                | W | WTOD | C-D | Supplemental Regulations |
| ACCESSORY USES                       |                       |      |      |      |      |      |                     |      |       |       |     |                   |   |      |     |                          |
| Building for Housing Pets, Playhouse | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | -   | P                 | P | -    | P   |                          |

Article 5

| USES                                                                 | Residential Districts |      |      |      |      |      | Mixed Use Districts |      |       |       |     | Special Districts |    |      |     | Supplemental Regulations |
|----------------------------------------------------------------------|-----------------------|------|------|------|------|------|---------------------|------|-------|-------|-----|-------------------|----|------|-----|--------------------------|
|                                                                      | RN-A                  | RN-B | RN-C | RN-D | RC-3 | RC-5 | MU-3                | MU-5 | PID-A | PID-B | I-M | WG                | W  | WTOD | C-D |                          |
| Cafeteria and Recreational Facility for Employees or Clientele       | -                     | -    | -    | -    | -    | -    | P                   | P    | -     | -     | P   | -                 | -  | -    | P   |                          |
| Drive-Through Facility                                               | -                     | -    | -    | -    | -    | -    | SP                  | -    | -     | -     | -   | -                 | -  | -    | -   | 19-5.15                  |
| Food Truck/Mobile Food Dispensing Cart                               | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | P  | P    | P   |                          |
| Garden House, Greenhouse, Shed                                       | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | P   | P                 | P  | P    | P   |                          |
| Green Roof                                                           | -                     | -    | -    | -    | -    | -    | -                   | -    | P     | P     | -   | P                 | -  | P    | -   |                          |
| Home Occupation                                                      | SP                    | SP   | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | SP                | -  | -    | -   | 19-5.22                  |
| Keeping of Household Pets                                            | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | -   | P                 | P  | P    | P   | 19-5.26                  |
| Keeping of Bees                                                      | -                     | -    | -    | -    | -    | -    | -                   | -    | SP    | SP    | SP  | SP                | -  | -    | -   | 19-5.27                  |
| Keeping of Chickens                                                  | SP                    | SP   | -    | -    | -    | -    | -                   | -    | -     | -     | -   | -                 | -  | -    | -   | 19-5.25                  |
| PID Accessory Uses                                                   | -                     | -    | -    | -    | -    | -    | -                   | -    | P     | P     | -   | -                 | -  | -    | -   | 19-5.39                  |
| Outdoor Farmer, Craft or Art Market                                  | -                     | -    | -    | -    | -    | -    | SP                  | SP   | -     | -     | -   | SP                | SP | SP   | -   | 19-5.37                  |
| Outdoor Display                                                      | -                     | -    | -    | -    | -    | -    | SP                  | SP   | SP    | SP    | -   | -                 | -  | -    | -   | 19-5.35                  |
| Sidewalk Cafe / Outdoor Seating Area                                 | -                     | -    | -    | SP   | -    | SP   | P                   | P    | P     | P     | -   | -                 | -  | -    | -   | 19-5.49                  |
| Outdoor Storage                                                      | -                     | -    | -    | -    | -    | -    | P                   | -    | -     | -     | P   | P                 | P  | -    | -   | 19-5.36                  |
| Outdoor Storage of Boats                                             | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | P   | -                 | P  | P    | -   |                          |
| Satellite Dish                                                       | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | P   | P                 | P  | P    | P   | 19-5.46                  |
| Solar Voltaic System                                                 | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | P   | P                 | P  | P    | -   | 19-5.51                  |
| Swimming Pool                                                        | P                     | P    | P    | P    | P    | P    | -                   | -    | -     | -     | -   | P                 | P  | -    | P   | 19-5.52                  |
| Tennis Court, Paddle Court and Similar Accessory Recreation Facility | P                     | P    | P    | P    | P    | P    | -                   | -    | -     | -     | -   | -                 | -  | -    | -   | 19-5.53                  |

## Article 5

# Supplemental Regulations

**Section  
19-5.7****Accessory  
apartments**

## Accessory apartments.

1. The development of an accessory apartment (AA) shall comply with all minimum dimensional requirements in districts where AAs are permitted. Where an existing building is nonconforming with respect to one or more of the minimum yard requirements, the expansion or conversion may occur provided that there is no increase in the extent of nonconformity.
2. For the conversion or construction of an AA, the building shall be located on a lot which meets the requirement for the minimum lot size, as specified in the applicable zoning district.
3. One attached AA shall be permitted on a lot containing a single-unit or two-unit principal residential structure.
4. An AA shall be attached to or integrated within the existing principal residential structure or an existing accessory structure such as a garage or carriage house.
5. An AA shall not exceed 1,000 square feet or 80% of the size of the principal structure, whichever is smaller.
6. AAs shall not be permitted in cluster developments.
7. The owner(s) of any lot containing an AA shall permanently reside in at least one of the dwelling units on the premises.
8. AAs shall be affixed to or constructed on a permanent foundation and shall not be a manufactured home or a movable structure.
9. The AA shall be of the same architectural style and constructed of the same materials as the principal dwelling or existing accessory structure. The AA shall be visually and physically integrated into the principal dwelling or existing accessory structure, such as a garage or carriage house.
10. All buildings with an AA shall have separate and distinct addresses and mail receptacles for the principal dwelling and AA.
11. An AA shall only be occupied as a principal place of residence.

**Section  
19-5.8****Adult use**

## Adult use.

1. No such use shall be located within 500 feet of any residential zoning district.
2. No adult use shall be located within 500 feet of any other adult use. Such restrictions may be waived by the City Council if it is found:
  - a. That the proposed use will not be contrary to the public interest or injurious to nearby properties and that the spirit and intent of this chapter will be observed; and
  - b. That the establishment of an additional use of this type in the area will not be contrary to any program of neighborhood conservation or improvement, either residential or nonresidential.

**Section  
19-5.9****Cannabis use.****Cannabis use.**

1. Recreational cannabis uses shall be permitted by right only in those districts set forth in the Table of Use Regulations in Section 19-5.5 of this Chapter.
2. All cannabis uses shall be subject to the use regulations contained in this section.
3. Distances under this section shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the cannabis use is or will be located.
4. The proposed uses shall not be located within 500 feet of:
  - a. A K-12 school;
  - b. A building in which children commonly congregate in an organized ongoing formal basis that is not a K-12 school;
  - c. A building which is owned by and operated as part of the campus of any private or public institution of higher learning;
  - d. A public library; or
  - e. A public park.
5. Cannabis uses or facilities that are designed for recreational use and/or consumption shall not be in buildings that contain any pharmacy, medical doctor offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana.
6. There shall be no outside storage of cannabis or related supplies.
7. Special Use Permits and Site Plan Review Approval granted through this Chapter are non-transferable and shall have a term limited to the duration of the applicant's ownership or leasing of the premises as a cannabis use.
8. All structures and/or facilities used to store cannabis shall be securely enclosed.
9. Light and Glare. Shield lighting systems and use window coverings to confine light and glare from light systems associated with indoor cultivation so as to confine light and glare to the interior of the structure. Grow light systems within a greenhouse are prohibited.
10. Ventilation. All facilities shall be ventilated in such a manner that:
  - a. Is consistent with the Public Health Law Article 13-E and the Clean Indoor Air Act;
  - b. No pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere; and
  - c. No odor from cannabis or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of a cannabis use or at any adjoining use or property.



**Article 5****Section  
19-5.10****Cluster  
development**

11. Greenhouse structures shall not be permitted for cannabis uses within the PID Districts.
12. All cannabis uses that are located within the PID Districts shall be designed to be compatible with other buildings in the PID Districts and in ways that mitigate any negative aesthetic impacts that might result from required security measures and restrictions on visibility into the building's interior and/or from restrictions on direct access by consumers.

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**Cluster development.**

1. It is the purpose of this provision to encourage flexibility and innovation in the design of residential development that cannot be achieved on many sites through adherence to traditional zoning and subdivision regulations. Further, the application of the cluster development technique is intended to achieve:
  - a. Maximum reasonable conservation of land and creation of usable open space and recreation areas;
  - b. Variety in type and cost of residential development, thus increasing the choice of housing types available to city residents;
  - c. Preservation of trees and outstanding natural features and prevention of soil erosion; and
  - d. A shorter network of streets and utilities and more efficient use of energy than would be possible through strict application of standard zoning.
2. A cluster development may be permitted in a RNA, RNB, RNC, RND, RC3 AND RC5 District upon approval of a special permit by the Planning Board in accordance with the requirements of Article 8 of this Chapter.
3. In making its determination, the Planning Board must make a finding that the application of standard zoning to the subject site will not be consistent with the objectives set forth in this section. Specifically, the Planning Board shall take into consideration the open space benefits to be gained by the community; the specific design of the proposed development; the nature of the topography; and the purpose for which the open space is intended, whether it is to provide formal or informal recreation, provide scenic views or preserve a unique ecological area; the nature of the adjacent areas; and the proper screening and/or buffering of the units and/or homes from adjacent areas.
4. The types of dwelling units permitted in the cluster development shall be limited to those permitted in the district in which the proposed development is located.
5. In addition to items specifically required in an application for a special permit, including site plan, the following shall be submitted by the applicant:
  - a. A conventional subdivision plan conforming to all normally applicable requirements of the Poughkeepsie Zoning Ordinance and Subdivision Regulations. The Planning Board shall use such conventional plan as a basis for determining the maximum number of dwelling units to be permitted in

the cluster development. In no case shall the total number of dwelling units to be approved by the Planning Board exceed the number permitted by the existing zoning of the site.

- b. A statement specifically setting forth the nature of the requested modification changes or supplementations of existing zoning provisions, the location of the open space, building plots, streets, trails, site easements and recreational facilities and any other additional information and requirements as determined necessary by the Planning Board.
    - c. Nothing contained in this Chapter shall relieve the owner or his agent or the developer of a proposed development from receiving subdivision plat approval in accordance with the City Subdivision Regulations. The Planning Board may give consideration to a subdivision plat simultaneously with the special permit and may conduct a public hearing upon said subdivision plat concurrently with the conduct of a public hearing on the special permit and may approve, approve with modifications or disapprove either or both, separately or together. In this case the special permit application shall be accompanied by such other and additional data as is required by the Subdivision Regulations of the City of Poughkeepsie.
  6. The Planning Board shall establish such conditions on the ownership, use and maintenance of common areas, including open space, as it deems necessary to assure the preservation of such areas for their intended purpose. Common areas and/or open space may either be dedicated to the city for use as a public facility, for passive recreational uses, visual amenity and/or nature study, retained by a condominium corporation or it may be deeded to a homeowners association comprised of the residents of the subdivision and reserved for their use or other mechanism acceptable to the City Council and Corporation Counsel.
  7. A cluster development shall be organized with one of the following for purposes of assuring maintenance of all common areas:
    - a. A condominium;
    - b. Any homes association approved as to form by the Corporation Counsel and by the City Council as to substance; or
    - c. Any other arrangement so approved by the Corporation Counsel as to form and the City Council as to substance as satisfying the intent of this Chapter.
  8. Any homes association approved by the City Council shall meet the following standards:
    - a. The homes association shall be incorporated as a not-for-profit corporation under the Not-For-Profit Corporation Law of the State of New York; under a recorded land agreement, title to all common open space, recreational areas, garage or open air parking areas for the common use of residents of more than one single-family detached dwelling or of a group of attached houses, pedestrian ways, access roads and all other lands and structures for common use shall be vested in said homes association.
    - b. Every dwelling unit owner shall automatically become a member of said homes association and this requirement shall be placed in the deed to each unit and shall run with the land or dwelling, shall have a right and easement of enjoyment in

**Article 5**

and to the common area and shall be subject to a charge for a proportionate share of the expenses for the organization's activities, including the maintenance and operation of the common land and facilities. Each property shall be subject to a lien in the event of nonpayment by the owner thereof of his proportionate share of the expenses for the association's activities as aforesaid. Dedication of all common areas to the common use of all the owners of property in the development shall be recorded directly on the subdivision plat or site plan or by reference on the plat to a declaration of covenants, conditions and restrictions in a separately recorded document, in such fashion and by such instruments as shall reserve the title to the common property to the homes association free of any cloud of implied public dedication, and such deed restriction or covenant shall specifically prohibit any development for other than open space on the specified open land and/or conservation area and permit the developer to convey title to the areas to the homes association at an approved time and grant easements of enjoyment over the common area to the property owners.

9. Prior to plan approval, the developer shall file with the City Council a performance bond to ensure the proper installation of all recreation and park improvements shown on the site plan and a maintenance bond to ensure the proper maintenance of all common lands until the homes association or other acceptable organization is established. The amount and period of said bond shall be determined by the Planning Board and the form, sufficiency, manner or execution and surety shall be approved by the Corporation Counsel and City Council.
10. The charter or certificate of incorporation of such organization shall contain the following provisions, and notice of said provisions shall be specifically given in any brochure or prospectus issued by the developer, namely:
  - a. That such organization shall not be dissolved and shall not dispose of any common open space or other common elements, by sale or otherwise, except to an organization conceived and established to own and maintain such common open space and other common elements hereinabove referred to.
  - b. That, in the event that the organization established to own and maintain common open space or other common elements or any successor organization, shall at any time after title to such common land and other common elements is conveyed to it fail to maintain the common open space and other common elements in reasonable order and condition in accordance with the plan proposed, the city may serve written notice upon such organization or upon the residents of the development, setting forth the manner in which the organization has failed to maintain the common open space and other common elements in reasonable order and condition in accordance with the plan proposed, the city may serve written notice upon such organization or upon the residents of the development, setting forth the manner in which the organization has failed to maintain the common open space and other common elements in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be cured within 30 days thereof and shall state the date and place of a hearing thereon to be held within 45 days of the notice. At

such hearing, the city may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof are not cured within said 30 days or any extension thereof, the city, in order to preserve the taxable values of the properties within the cluster development and to prevent the common open space and other common elements from becoming a public nuisance, may enter upon said common open space and other common elements and maintain the same for a period of one year. Said entry and maintenance shall not vest in the public any rights to use the common open space or other common elements except when the same is offered for dedication to the public by the owners and is accepted by the City of Poughkeepsie. Before the expiration of said year, the city shall, upon its own initiative or upon the request of the organization responsible for the maintenance of the common open space and other common elements, call a public hearing upon notice to such organization or to the residents of the development, to be held by the city, at which hearing such organization or the residents of the development shall show cause why such maintenance by the city shall not, at the election of the city, continue for a succeeding year. If the city shall determine that such organization is ready and able to maintain said common open space and other common elements in reasonable condition, the city shall cease to maintain said open space and other common elements at the end of said year. If the city shall determine such organization is not ready and able to maintain such common open space and other common elements in a reasonable condition, the city may, at its discretion, continue to maintain said common open space and other common elements during the next succeeding year and subject to a similar hearing and determination in each year thereafter. The decision of the city in any such case shall constitute a final administrative decision, subject to review in accordance with the provisions of Article 78 of the Civil Practice Law and Rules.

- c. That the cost of such maintenance by the city shall be assessed ratably against the properties within the cluster development that have a right of enjoyment of the common open space. In the event of the failure or refusal of the owners of such property to pay any such charges when due, the unpaid amount thereof shall become a lien against such property and, together with interest thereon from the due date thereof, shall be included in the annual tax levy of the city upon such property for each fiscal year, and the amount so levied shall be collected in the same manner as other city taxes.
- d. The City Council, in order to ensure that the open space will be used for its intended purposes, shall have the continuing right to impose building controls and restrictions over the use and maintenance of the land.

**Article 5****Section  
19-5.11****Communication  
antennae****Communication antennae.**

1. Communication antennae shall be mounted on either a roof or a utility pole.
2. A communication antenna shall not exceed a height of 8 feet above the roof parapet of the building or structure upon which the antenna is located.
3. All communication antennae shall comply with all applicable FCC and FAA regulations.
4. All communication antennae shall comply with all applicable building codes.
5. For roof-mounted antennae, the design shall minimize visual impacts through the use of stealth technology that incorporates architectural elements into the building such as a stairway enclosure, a chimney (see photo), and similar camouflaging devices or through the use of radio transparent screening panels designed to match the building facade so that the panels are as visually inconspicuous as possible when seen from nearby properties.

**Section  
19-5.12****Community  
garden****Community garden.**

1. Community gardens are permitted up to 25,000 square feet in area. Surplus produce may be sold if such sales are accessory or subordinate to the garden's primary purpose which may be for the personal use of the gardener, donation to charity, or community beautification.
2. Seed, fertilizer and feed shall be stored in sealed, rodent-proof containers.
3. No equipment, process or other practice may be employed at a community garden that creates dust or odors detectable off the property, or any other effect determined by the Zoning Administrator to be detrimental to the public health, safety and welfare.

**Section  
19-5.13****Convenience  
store****Convenience store**

1. Drive-up windows shall not be permitted.
2. Arcade, game machines or any other coin-operated electronic games are prohibited.
3. At least two trash receptacles shall be located next to the walkway for customer use.
4. An enclosed dumpster area shall be provided.
5. Special consideration will be given to the impact of noise, litter, lighting and traffic on adjacent properties.
6. Hours of operation shall be restricted to the hours of 6:00AM - 12:00AM.

**Section  
19-5.14**

Convenience  
store with a  
gasoline station

7. No convenient store shall be located within 1,000 feet of any other convenient store.

## Convenience store with a gasoline station.

1. The principal use of the property shall be considered a convenience store in accordance with the definition in Article 10 of this Chapter, with self-service gasoline pumps allowed only as a subordinate use of the property.
2. The convenience store/self-service gasoline pumps must be located on a lot facing an intersection with street frontage on both a city arterial highway as defined in Chapter 13, Section 13-305, of the City of Poughkeepsie Code of Ordinances and frontage on a through street as defined in Chapter 13, Section 13-174, of the City of Poughkeepsie Code of Ordinances. Said lot shall not have any frontage on a New York State arterial highway or road.
3. Each street frontage must provide a curb cut which shall not be located any closer than 80 feet to any street intersection; and each curb cut must provide both an ingress and an egress to the site.
4. The self-service gas pumps must have a minimum setback of at least 20 feet from any property boundary.
5. The minimum required lot area for a convenience store must be 15,000 square feet.
6. At least two trash receptacles shall be located next to the walkway for customer use.

**Section  
19-5.15**

Drive-through  
facility

## Drive-through facility.

1. Stacking spaces and drive aisles shall be provided according to the following:
  - a. Stacking lanes must have a minimum width of 9 feet.
  - b. At least 3 stacking spaces, each a minimum depth of 18 feet, measured from the window, ATM, or entrance of washing bay, must be provided for each stacking lane. In the case of a drive-through restaurant, at least five such stacking spaces must be provided for each stacking lane.
  - c. Stacking lanes must not be designed so as to cause queued vehicles to encroach upon or interfere with the use of the adjacent public right-of-way.
2. Menu boards, loudspeakers, stacking spaces, and drive-through windows may be located only in interior side or rear yards. No service may be rendered, deliveries made, or sales conducted in a front or corner side yard.
3. Audible electronic devices such as loudspeakers, automobile service order devices, and similar instruments must not be located within 50 feet of any lot used for dwelling purposes, where practicable. On sites that do not allow for such separation, specific design considerations must be employed to effectively buffer adjacent residential properties from the noise generated from such devices.

**Article 5****Section  
19-5.16****Environmental  
quality review****Environmental quality review.**

1. It is the purpose of these regulations to assure that consideration of environmental factors is incorporated into the planning and decision-making process at the earliest possible time. It is further the purpose of these regulations to assure that the procedure for such incorporation of environmental factors is achieved in a manner consistent with the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law and 6 NYCRR 617).
2. In order to execute and effectuate the purpose declared in this section, it is hereby declared that Article 8 of the Environmental Conservation Law and 6 NYCRR 617, as each may be amended from time to time, shall be implemented by the City of Poughkeepsie as its environmental review process.
3. The Planning Board is delegated the authority to implement the provisions of this section as the lead agency, except with respect to actions involving more than one agency, in which case the procedures enumerated in Article 8 of the Environmental Conservation Law and 6 NYCRR 617 shall be used to determine lead agency status.

**Section  
19-5.17****Fallkill Creek  
setbacks****Fallkill Creek setbacks.**

1. It is the intent of the Common Council to protect the Fallkill Creek from encroachment and to preserve, to the maximum practicable extent a linear open space along the length of the creek as it traverses the city for purposes of flood protection, aesthetics and recreation.
2. Any structure or use of land for other than parking, recreation or open space shall be located not nearer than 30 feet to the top of the banks of the creek as defined by the Director of Planning and Development (DPD), notwithstanding any other provision relating to yards and setbacks in a particular district.
3. Where land along the creek is to be utilized for off-street parking, such parking area may be located nearer than 20 feet to the top of the banks of the creek as defined by the DPD.
4. Surface drainage for parking and loading areas shall be directed away from the creek.
5. All lands within the minimum stream bank setback area shall be landscaped and stabilized to assure that erosion will not occur. Plans for such landscaping and stabilization measures shall be approved by the Planning Board for all uses other than one- or two-family dwellings.



**Section  
19-5.18****Fast food  
restaurant****Fast food restaurant.**

1. No drive-in windows or walk-up windows shall be permitted.
2. No fast-food restaurants shall be permitted in freestanding structures where the principal use for such structure is for a fast-food restaurant.
3. Fast-food restaurants shall be scaled primarily to serve the immediate neighborhood; for purposes of this subsection, a fast-food restaurant containing not more than 1,500 square feet of improved interior floor space shall be deemed to be of a size that is scaled primarily to serve the immediate neighborhood.

**Section  
19-5.19****Flood damage  
prevention****Flood damage prevention.**

- a. Statutory authorization findings of fact, purpose and objectives.
  1. Statutory authorization. The Legislature of the State of New York has in Article 9, § 2 of the New York State Constitution delegated to local governmental units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. This section for Flood Damage Prevention is authorized by the New York State Constitution, Article 9, § 2, and Environmental Conservation Law, Article 36.
  2. Findings of fact.
    - a. The Common Council of the City of Poughkeepsie finds that the potential and/or actual damages from flooding and erosion may be a problem to the residents of the City of Poughkeepsie and that such damages may include: destruction or loss of private and public housing, damage to public facilities, both publicly and privately owned, and injury to and loss of human life. In order to minimize the threat of such damages and to achieve the purposes and objectives hereinafter set forth, this section is adopted.
    - b. These potential flood losses can be caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately floodproofed, elevated or otherwise protected from flood damage can also contribute to the flood loss.
  3. Statement of purpose. It is the purpose of this section to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:
    - a. Regulate uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
    - b. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
    - c. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;



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- d. Control filling, grading, dredging and other development which may increase erosion or flood damages;
  - e. Regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands; and
  - f. Qualify and maintain for participation in the National Flood Insurance Program.
- 4. Objectives. The objectives of this section are to:
  - a. Protect human life and health;
  - b. Minimize expenditure of public money for costly flood control projects;
  - c. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
  - d. Minimize prolonged business interruptions;
  - e. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; streets; and bridges located in areas of special flood hazard;
  - f. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
  - g. Provide that developers are notified that property is in an area of special flood hazard; and
  - h. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- b. Definitions. See Article 10 for all definitions.
- c. General provisions.
  - 1. Lands to which this section applies. This section shall apply to all areas of special flood hazard within the jurisdiction of the City of Poughkeepsie, Dutchess County.
  - 2. Basis for establishing the areas of special flood hazard.
    - a. The areas of special flood hazard for the City of Poughkeepsie, Community Number 360222, are identified and defined on the following documents prepared by the Federal Emergency Management Agency:
      - 1. Flood Insurance Rate Map Panel Numbers 36027C0354E, 36027C0358E, 36027C0359E, 36027C0362E, 36027C0366E, and 36027C0367E, whose effective date is May 2, 2012, and any subsequent revisions to these map panels that do not affect areas under our community's jurisdiction.
      - 2. A scientific and engineering report entitled "Flood Insurance Study, Dutchess County, New York, All Jurisdictions," dated May 2, 2012.

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- b. The above documents are hereby adopted and declared to be a part of this section. The Flood Insurance Study and/or maps are on file at the Administrative Office of the Department of Public Works/Engineering Department, 62 Civic Center Plaza, Poughkeepsie, New York 12601.
3. Interpretation and conflict with other laws.
  - a. This section includes all revisions to the National Flood Insurance Program through October 27, 1997, and shall supersede all previous laws adopted for the purpose of flood damage prevention.
  - b. In their interpretation and application, the provisions of this section shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this section are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standards, shall govern.
4. Severability. The invalidity of any section or provision of this section shall not invalidate any other section or provision thereof.
5. Penalties for noncompliance. No structure in an area of special flood hazard shall hereafter be constructed, located, extended, converted, or altered and no land shall be excavated or filled without full compliance with the terms of this section and any other applicable regulations. Any infraction of the provisions of this section by failure to comply with any of its requirements, including infractions of conditions and safeguards established in connection with conditions of the permit, shall constitute a violation. Any person who violates this section or fails to comply with any of its requirements shall, upon conviction thereof, be fined no more than \$250 or imprisoned for not more than 15 days or both. Each day of noncompliance shall be considered a separate offense. Nothing herein contained shall prevent the City of Poughkeepsie from taking such other lawful action as necessary to prevent or remedy an infraction. Any structure found not compliant with the requirements of this section for which the developer and/or owner has not applied for and received an approved variance under Subsection (f) will be declared noncompliant, and notification will be sent to the Federal Emergency Management Agency.
6. Warning and disclaimer of liability. The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This section does not imply that land outside the area of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This section shall not create liability on the part of the City of Poughkeepsie, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this section or any administrative decision lawfully made thereunder.

**Article 5****d. Administration**

1. Designation of the local administrator. The Zoning Administrator is hereby appointed local administrator to administer and implement this section by granting or denying floodplain development permits in accordance with its provisions.
2. The floodplain development permit.
  - a. Purpose. A floodplain development permit is hereby established for all construction and other development to be undertaken in areas of special flood hazard in this community for the purpose of protecting its citizens from increased flood hazards and insuring that new development is constructed in a manner that minimizes its exposure to flooding. It shall be unlawful to undertake any development in an area of special flood hazard, as shown on the Flood Insurance Rate Map enumerated in Section (c)(2), without a valid floodplain development permit. Application for a permit shall be made on forms furnished by the local administrator and may include, but not be limited to, plans, in duplicate, drawn to scale and showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.
  - b. Fees. All applications for a floodplain development permit shall be accompanied by an application fee as established by resolution of the Common Council of the City of Poughkeepsie. Such fee may thereafter be amended from time to time by like resolution. In addition, the applicant shall be responsible for reimbursing the City of Poughkeepsie for any additional costs necessary for review, inspection and approval of this project. The local administrator may require a deposit of no more than \$500 to cover these additional costs.
  - c. Application for a permit. The applicant shall provide the following information as appropriate. Additional information may be required on the permit application form.
    1. The proposed elevation, in relation to mean sea level, of the lowest floor (including basement or cellar) of any new or substantially improved structure to be located in Zones A1-A30, AE or AH, or Zone A if base flood elevation data are available. Upon completion of the lowest floor, the permittee shall submit to the local administrator the as-built elevation, certified by a licensed professional engineer or surveyor.
    2. The proposed elevation, in relation to mean sea level, to which any new or substantially improved nonresidential structure will be floodproofed. Upon completion of the floodproofed portion of the structure, the permittee shall submit to the local administrator the as-built floodproofed elevation, certified by a professional engineer or surveyor.
    3. A certificate from a licensed professional engineer or architect that any utility floodproofing will meet the criteria in Section (e)(7), Utilities.
    4. A certificate from a licensed professional engineer or architect that any nonresidential floodproofed structure will meet the floodproofing criteria in Section (e)(9), Nonresidential structures.

5. A description of the extent to which any watercourse will be altered or relocated as a result of proposed development. Computations by a licensed professional engineer must be submitted that demonstrate that the altered or relocated segment will provide equal or greater conveyance than the original stream segment. The applicant must submit any maps, computations or other material required by the Federal Emergency Management Agency (FEMA) to revise the documents enumerated in Section (c)(2), when notified by the local administrator, and must pay any fees or other costs assessed by FEMA for this purpose. The applicant must also provide assurances that the conveyance capacity of the altered or relocated stream segment will be maintained.
  6. A technical analysis, by a licensed professional engineer, if required by the local administrator, which shows whether proposed development to be located in an area of special flood hazard may result in physical damage to any other property.
  7. In Zone A, when no base flood elevation data are available from other sources, base flood elevation data shall be provided by the permit applicant for subdivision proposals and other proposed developments (including proposals for manufactured home and recreational vehicle parks and subdivisions) that are greater than either 50 lots or five acres.
3. Duties and responsibilities of the local administrator. Duties of the local administrator shall include, but not be limited to, the following.
    - a. The local permit administrator shall conduct the following permit application review before issuing a floodplain development permit:
      1. Review all applications for completeness, particularly with the requirements of Subsection (d)(2)c Application for a permit, and for compliance with the provisions and standards of this section.
      2. Review subdivision and other proposed new development, including manufactured home parks to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is located in an area of special flood hazard, all new construction and substantial improvements shall meet the applicable standards of Subsection (e), Construction standards and, in particular, Subsection (e)(2), Subdivision proposals.
      3. Determine whether any proposed development in an area of special flood hazard may result in physical damage to any other property (e.g., stream bank erosion and increased flood velocities). The local administrator may require the applicant to submit additional technical analyses and data necessary to complete the determination. If the proposed development may result in physical damage to any other property or fails to meet the requirements of Subsection (e), Construction standards, no permit shall be issued. The applicant may revise the application to include measures that mitigate or eliminate the adverse effects and resubmit the application.

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4. Determine that all necessary permits have been received from those governmental agencies from which approval is required by state or federal law.
4. Use of other flood data.
  - a. When the Federal Emergency Management Agency has designated areas of special flood hazard on the community's Flood Insurance Rate Map (FIRM) but has neither produced water surface elevation data (these areas are designated Zone A or V on the FIRM) nor identified a floodway, the local administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, including data developed pursuant to Subsection (d)(2)c7 as criteria for requiring that new construction, substantial improvements or other proposed development meet the requirements of this section.
  - b. When base flood elevation data are not available, the local administrator may use flood information from any other authoritative source, such as historical data, to establish flood elevations within the areas of special flood hazard, for the purposes of this section.
5. Alteration of watercourses.
  - a. Notification to adjacent communities and the New York State Department of Environmental Conservation prior to permitting any alteration or relocation of a watercourse, and submittal of evidence of such notification to the Regional Administrator, Region II, Federal Emergency Management Agency.
  - b. Determine that the permit holder has provided for maintenance within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.
6. Construction stage.
  - a. In Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, upon placement of the lowest floor or completion of floodproofing of a new or substantially improved structure, obtain from the permit holder a certification of the as-built elevation of the lowest floor or floodproofed elevation, in relation to mean sea level. The certificate shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same. For manufactured homes, the permit holder shall submit the certificate of elevation upon placement of the structure on the site. A certificate of elevation must also be submitted for a recreational vehicle if it remains on a site for 180 consecutive days or longer (unless it is fully licensed and ready for highway use).
  - b. Any further work undertaken prior to submission and approval of the certification shall be at the permit holder's risk. The local administrator shall review all data submitted. Deficiencies detected shall be cause to issue a stop-work order for the project unless immediately corrected.

7. Inspections. The local administrator and/or the developer's engineer or architect shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions and enable said inspector to certify, if requested, that the development is in compliance with the requirements of the floodplain development permit and/or any variance provisions.
8. Stop-work orders.
  - a. The local administrator shall issue, or cause to be issued, a stop-work order for any floodplain development found ongoing without a development permit. Disregard of a stop-work order shall subject the violator to the penalties described in Subsection (c)(5) of this section.
  - b. The local administrator shall issue, or cause to be issued, a stop-work order for any floodplain development found noncompliant with the provisions of this section and/or the conditions of the development permit. Disregard of a stop-work order shall subject the violator to the penalties described in Subsection (c)(5) of this section.
9. Certificate of compliance.
  - a. In areas of special flood hazard, as determined by documents enumerated in Subsection (c)(2), it shall be unlawful to occupy or to permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged in its use or structure until a certificate of compliance has been issued by the local administrator stating that the building or land conforms to the requirements of this section.
  - b. A certificate of compliance shall be issued by the local administrator upon satisfactory completion of all development in areas of special flood hazard.
  - c. Issuance of the certificate shall be based upon the inspections conducted as prescribed in Subsection (d)(9), Inspections, and/or any certified elevations, hydraulic data, floodproofing, anchoring requirements or encroachment analyses which may have been required as a condition of the approved permit.
10. Information to be retained. The local administrator shall retain and make available for inspection, copies of the following:
  - a. Floodplain development permits and certificates of compliance;
  - b. Certifications of as-built lowest floor elevations of structures, required pursuant to Subsection (d)(6)a and b, and whether or not the structures contain a basement;
  - c. Floodproofing certificates required pursuant to Subsection (d)(6)a, and whether or not the structures contain a basement;
  - d. Variances issued pursuant to Subsection (f), Variance procedures; and
  - e. Notices required under Subsection (d)(5), Alteration of watercourses.

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- e. Construction standards.
  - 1. General Standards The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Subsection (c)(2).
  - 2. Subdivision proposals. The following standards apply to all new subdivision proposals and other proposed development in areas of special flood hazard (including proposals for manufactured home and recreational vehicle parks and subdivisions):
    - a. Proposals shall be consistent with the need to minimize flood damage;
    - b. Public utilities and facilities such as sewer, gas, electrical and water systems shall be located and constructed so as to minimize flood damage; and
    - c. Adequate drainage shall be provided to reduce exposure to flood damage.
  - 3. Encroachments.
    - a. Within Zones A1-A30 and AE, on streams without a regulatory floodway, no new construction, substantial improvements or other development (including fill) shall be permitted unless:
      - 1. The applicant demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any location; or
      - 2. The City of Poughkeepsie agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM revision, FEMA approval is received and the applicant provides all necessary data, analyses and mapping and reimburses the City of Poughkeepsie for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the City of Poughkeepsie for all costs related to the final map revision.
    - b. On streams with a regulatory floodway, as shown on the Flood Boundary and Floodway Map or the Flood Insurance Rate Map adopted in Subsection (c)(2), no new construction, substantial improvements or other development in the floodway (including fill) shall be permitted unless:
      - 1. A technical evaluation by a licensed professional engineer shows that such an encroachment shall not result in any increase in flood levels during occurrence of the base flood; or
      - 2. The City of Poughkeepsie agrees to apply to the Federal Emergency Management Agency (FEMA) for a conditional FIRM and floodway revision, FEMA approval is received and the applicant provides all necessary data, analyses and mapping and reimburses the City of Poughkeepsie for all fees and other costs in relation to the application. The applicant must also provide all data, analyses and mapping and reimburse the City of Poughkeepsie for all costs related to the final map revisions.



4. Standards for all structures. The following standards apply to new development, including new and substantially improved structures, in the areas of special flood hazard shown on the Flood Insurance Rate Map designated in Subsection (c)(2).
5. Anchoring. New structures and substantial improvement to structures in areas of special flood hazard shall be anchored to prevent flotation, collapse, or lateral movement during the base flood. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
6. Construction materials and methods.
  - a. New construction and substantial improvements to structures shall be constructed with materials and utility equipment resistant to flood damage.
  - b. New construction and substantial improvements to structures shall be constructed using methods and practices that minimize flood damage.
  - c. For enclosed areas below the lowest floor of a structure within Zones A1-A30, AE or AH, and also Zone A if base flood elevation data are available, new and substantially improved structures shall have fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a licensed professional engineer or architect or meet or exceed the following minimum criteria:
    1. *A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.*
    2. *The bottom of all such openings shall be no higher than one foot above the lowest adjacent finished grade.*
    3. *Openings may be equipped with louvers, valves, screens or other coverings or devices provided they permit the automatic entry and exit of floodwaters. Enclosed areas subgrade on all sides are considered basements and are not permitted.*
7. Utilities.
  - a. New and replacement electrical equipment, heating, ventilating, air conditioning, plumbing connections, and other service equipment shall be located at least two feet above the base flood elevation or be designed to prevent water from entering and accumulating within the components during a flood and to resist hydrostatic and hydrodynamic loads and stresses. Electrical wiring and outlets, switches, junction boxes and panels shall also be elevated or designed to prevent water from entering and accumulating within the components unless they conform to the appropriate provisions of the electrical part of the Building Code of New York State or the Residential Code of New York State for location of such items in wet locations;
  - b. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;



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- c. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters. Sanitary sewer and storm drainage systems for buildings that have openings below the base flood elevation shall be provided with automatic backflow valves or other automatic backflow devices that are installed in each discharge line passing through a building's exterior wall; and
  - d. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- 8. Residential structures.
  - a. The following standards apply to new and substantially improved residential structures located in areas of special flood hazard, in addition to the requirements in Subsections (e)(2), Subdivision proposals, (e)(3), Encroachments, and (e)(4), Standards for all structures.
    - 1. *Within Zones A1-A30, AE and AH and also Zone A if base flood elevation data are available, new construction and substantial improvements shall have the lowest floor (including basement) elevated to or above two feet above the base flood elevation.*
    - 2. *Within Zone A, when no base flood elevation data are available, new construction and substantial improvements shall have the lowest floor (including basement) elevated at least three feet above the highest adjacent grade.*
    - 3. *Within Zone AO, new construction and substantial improvements shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as two feet above the depth number specified in feet on the community's Flood Insurance Rate Map enumerated in Subsection (c)(2) (at least two feet if no depth number is specified).*
    - 4. *Within Zones AH and AO, adequate drainage paths are required to guide floodwaters around and away from proposed structures on slopes.*
- 9. Nonresidential structures. The following standards apply to new and substantially improved commercial, industrial and other nonresidential structures located in areas of special flood hazard, in addition to the requirements in Subsections (e)(2), Subdivision proposals, (e)(3), Encroachments, and (e)(4), Standards for all structures.
  - a. Within Zones A1-A30, AE and AH, and also Zone A if base flood elevation data are available, new construction and substantial improvements of any nonresidential structure shall either:
    - 1. *Have the lowest floor, including basement or cellar, elevated to or above two feet above the base flood elevation; or*
    - 2. *Be floodproofed so that the structure is watertight below two feet above the base flood elevation, including attendant utility and sanitary facilities, with walls substantially impermeable to the passage of water. All structural components located below the base flood level must be capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.*

- b. Within Zone AO, new construction and substantial improvements of nonresidential structures shall:
    - 1. *Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as two feet above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or*
    - 2. *Together with attendant utility and sanitary facilities, be completely floodproofed to that level to meet the floodproofing standard specified in Subsection (e)(9)a2.*
  - c. If the structure is to be floodproofed, a licensed professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction. A floodproofing certificate or other certification shall be provided to the local administrator that certifies the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of Subsection (e)(9)a2, including the specific elevation (in relation to mean sea level) to which the structure is to be floodproofed.
  - d. Within Zones AH and AO, adequate drainage paths are required to guide floodwaters around and away from proposed structures on slopes.
  - e. Within Zone A, when no base flood elevation data are available, the lowest floor (including basement) shall be elevated at least three feet above the highest adjacent grade.
10. Manufactured homes and recreational vehicles. The following standards, apply, as indicated, in areas of special flood hazard to manufactured homes and to recreational vehicles which are located in areas of special flood hazard.
- a. Recreational vehicles.
    - 1. *Recreational vehicles placed on sites within Zones A1-A30, AE and AH shall either:*
      - i. *Be on site fewer than 180 consecutive days;*
      - ii. *Be fully licensed and ready for highway use; or*
      - iii. *Meet the requirements for manufactured homes in Subsection e.10.b, c, and d.*
    - 2. *A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.*
  - b. A manufactured home that is placed or substantially improved in Zones A1-A30, AE and AH shall be elevated on a permanent foundation such that the lowest floor is elevated to or above two feet above the base flood elevation and is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
  - c. Within Zone A, when no base flood elevation data are available, new and substantially improved manufactured homes shall be elevated such that the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and are securely anchored to an

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adequately anchored foundation system to resist flotation, collapse or lateral movement.

- d. Within Zone AO, the floor shall be elevated above the highest adjacent grade at least as high as two feet above the depth number specified on the Flood Insurance Rate Map enumerated in Subsection (c)(2) (at least two feet if no depth number is specified).
- f. Variance procedure.
1. Appeals Board.
  - a. Zoning Board of Appeals. The Zoning Board of Appeals as established by the City of Poughkeepsie shall hear and decide appeals and requests for variances from the requirements of this section.
  - b. The Zoning Board of Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the local administrator in the enforcement or administration of this section.
  - c. Those aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Supreme Court pursuant to Article 78 of the Civil Practice Law and Rules.
  - d. In passing upon such applications, the Zoning Board of Appeals, shall consider all technical evaluations, all relevant factors, standards specified in other sections of this section and:
    1. *The danger that materials may be swept onto other lands to the injury of others;*
    2. *The danger to life and property due to flooding or erosion damage;*
    3. *The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;*
    4. *The importance of the services provided by the proposed facility to the community;*
    5. *The necessity to the facility of a waterfront location, where applicable;*
    6. *The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;*
    7. *The compatibility of the proposed use with existing and anticipated development;*
    8. *The relationship of the proposed use to the comprehensive plan and floodplain management program of that area;*
    9. *The safety of access to the property in times of flood for ordinary and emergency vehicles;*
    10. *The costs to local governments and the dangers associated with conducting search and rescue operations during periods of flooding;*
    11. *The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and*

12. *The costs of providing governmental services during and after flood conditions, including search and rescue operations, maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems and streets and bridges.*
  - e. Upon consideration of the factors of Subsection 19-4.6.38 and the purposes of this section, the Zoning Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this section.
  - f. The local administrator shall maintain the records of all appeal actions including technical information and report any variances to the Federal Emergency Management Agency upon request.
2. Conditions for variances.
    - a. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided that the items in Subsection (f)(1)d1 through 12 have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
    - b. Variances may be issued for the repair or rehabilitation of historic structures upon determination that:
      1. *The proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure; and*
      2. *The variance is the minimum necessary to preserve the historic character and design of the structure.*
    - c. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
      1. *The criteria of Subsection (f)(2)a through f of this section are met; and*
      2. *The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.*
    - d. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
    - e. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
    - f. Variances shall only be issued upon receiving written justification of:
      1. *A showing of good and sufficient cause;*
      2. *A determination that failure to grant the variance would result in exceptional hardship to the applicant; and*

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3. *A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.*
- g. Written notice.
  1. *Any applicant to whom a variance is granted for a building with the lowest floor below the base flood elevation shall be given written notice over the signature of a community official that:*
    - i. *The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and*
    - ii. *Such construction below the base flood level increases risks to life and property.*
  2. *Such notification shall be maintained with the record of all variance actions as required in Subsection (d)(10) of this section.*

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**Golf, tennis or swimming club.**

1. The site shall have an area of not less than two acres.
2. No building or part thereof and no parking or loading shall be located within 40 feet of a street line or within 30 feet of a property line of a lot in any residential district.
3. Outdoor tennis courts, outdoor swimming pools or golf areas must be located at least 50 feet from any property line, and, in addition, there must be provided in connection therewith, to the satisfaction of the Planning Board, screening with evergreen-type plantings located within the fifty-foot setback area.

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**Historic district and landmarks preservation commission.**

1. Purpose. It is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of landmarks and historic districts are necessary to promote the economic, cultural, educational, and general welfare of the public. Inasmuch as the identity of a people is founded on its past and inasmuch as the City of Poughkeepsie has many significant historic, architectural and cultural resources which constitute its heritage, this section is intended to:
  - a. Protect and enhance the landmarks and historic districts, which represent distinctive elements of the City of Poughkeepsie's historic, architectural, and cultural heritage;
  - b. Foster civic pride in the accomplishments of the past;
  - c. Protect and enhance the City of Poughkeepsie's attractiveness to visitors and the support and stimulus to the economy thereby provided;

- d. Ensure the harmonious, orderly, and efficient growth and development of the City of Poughkeepsie; and
- e. Stabilize and improve property values.
- 2. Historic Preservation Commission. There is hereby created a Commission to be known as the "City of Poughkeepsie Historic District and Landmark Preservation Commission."
  - a. The Commission shall consist of seven members to be appointed, to the extent available in the community, by the Mayor as follows:
    - 1. *At least one shall be an architect experienced in working with historic buildings;*
    - 2. *At least one shall be a state licensed real estate professional;*
    - 3. *At least one shall be an historian;*
    - 4. *At least three members shall reside in or within 250 feet of historic districts or landmarks;*
    - 5. *At least one shall have demonstrated significant interest in and commitment to the field of historic preservation evidenced either by involvement in a local historic preservation group, employment or volunteer activity in the field of historic preservation, or other serious interest in the field;*
    - 6. *All members shall have a known interest in historic preservation and architectural development within the City of Poughkeepsie; and*
    - 7. *Commissioners may satisfy more than one of the above categories.*
  - b. Commission members shall serve for a term of four years, with the exception of the initial term of one of the members, which shall be one year, one which shall be two years, and one which shall be three years.
    - 1. *The Mayor shall act within 60 days to fill a vacancy, including expired terms. A member whose term has expired shall serve until the Mayor appoints a successor.*
    - 2. *Any Commission member missing three consecutive meetings or any member missing four meetings in a calendar year, except for major illness, shall be subject to removal at the discretion of the Mayor. In considering whether to exercise this discretion, the Mayor may consider all facts and circumstances that led to the absences.*
  - c. The Chairman and Vice Chairman of the Commission shall be elected by and from among the members of the Commission.
  - d. The powers of the Commission shall include:
    - 1. *Employment of staff and professional consultants to assist the Commission in carrying out its duties, within the budget provided by the City;*
    - 2. *Promulgation of rules and regulations as necessary to carry out the duties of the Commission;*
    - 3. *Adoption of criteria for the identification of significant historic, architectural, and cultural landmarks and for the delineation of historic districts;*



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4. *Conduct of surveys of significant historic, architectural, and cultural landmarks and historic districts within the City;*
  5. *Recommending designation of identified structures or resources as landmarks and historic districts;*
  6. *Recommendation to the Common Council of the donation of facade easements and development rights and the making of recommendations to the City government concerning the acquisition of facade easements or other interests in real property as necessary to carry out the purposes of this section;*
  7. *Increasing public awareness of the value of historic, cultural and architectural preservation by developing and participating in public education programs;*
  8. *Making recommendations to City government concerning the utilization of state, federal or private funds to promote the preservation of landmarks and historic districts within the City;*
  9. *Recommending acquisition of a landmark structure by the City government where its preservation is essential to the purposes of this section and where private preservation is not feasible;*
  10. *Approval, approval with modifications or disapproval of certificates of appropriateness pursuant to this section; and*
  11. *Deciding hardship pursuant to this section.*
- e. The Commission shall meet at least monthly, but meetings may be held at any time on the written request of any two Commission members or on the call of the Chairman or the Mayor.
  - f. A quorum for the transaction of business shall consist of a majority of the Commission's members, but not less than a majority of the full authorized membership may grant or deny a certificate of appropriateness or recommend landmarks or historic districts.
  - g. The Commission shall publish an annual report by December 31st of each calendar year that lists the properties or districts newly designated on the local, state, or national historic registries, as well as any properties on the adopted historic resource inventory that have been lost to demolition or that are undergoing demolition by neglect, as well as other findings or Commission activities it deems pertinent to an annual report. This report shall be circulated to the Mayor, the Common Council, the Planning Board, and the Building Inspector and shall be published on the city website.
  - h. The Commission shall submit a historic resource inventory to the Common Council for consideration and adoption every tenth year, commencing in the year 2022. The historic resource inventory shall be based on a reconnaissance survey that enumerates the existing and new historic resources that have reached an age threshold of at least 50 years that are designated or eligible for historic designation. The Common Council shall appropriate funds for the hiring of a qualified expert to conduct the reconnaissance survey. The expert must meet the 36 CFR 61 professional qualifications established by

the National Park Service and who is chosen by the City and the Commission based on the following competencies:

1. *Experience in preparing historic resource surveys;*
2. *Knowledge of architectural styles;*
3. *Experience working with Certified Local Government Programs in New York State;*
4. *Knowledge of the architectural history of the City of Poughkeepsie and surrounding area;*
5. *Experience working with municipalities in landmarking and/or the creation of historic property designations; and*
6. *Ability to present an end product for ready public access.*

The Common Council shall hold a public hearing on and adopt by majority vote the historic resource inventory within 120 days of its submission by the Commission to the Common Council. All property owners of properties listed on the historic resource inventory shall be notified of their property's appearance on the historic resource inventory by mail by the City Chamberlain to the most recent known address no fewer than 15 days prior to the public hearing.

3. Designation of landmarks or historic districts.
  - a. The Commission may designate a building, object, structure, or site as a landmark if it:
    1. *Possesses special character or historic or aesthetic interest or value as part of the cultural, political, economic or social history of the locality, region, state or nation; or*
    2. *Is identified with historic personages; or*
    3. *Embodies the distinguishing characteristics of an architectural style; or*
    4. *Is the work of a designer whose work has significantly influenced an age; or*
    5. *Because of unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood.*
  - b. The Commission may designate a group of properties as an historic district if it:
    1. *Contains properties which meet one or more of the criteria for designation of a landmark; and*
    2. *By reason of possessing such qualities, it constitutes a distinct section of the City.*
  - c. The boundaries of each historic district and each individual landmark designated henceforth shall be specified in detail and shall be filed, in writing, with the Building Department for public inspection.
  - d. Notice of a proposed designation shall be sent by regular mail to the owner of the property proposed for designation or the property upon which the landmark sits, describing the property and/or proposed landmark under consideration for designation and announcing a public hearing by the Commission to consider the designation. Once the Commission has issued



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notice of a proposed designation, no building permits shall be issued by the Building Inspector until the Commission has made its decision.

- e. The Commission shall hold a public hearing prior to designation of any landmark or historic district. The Commission, the applicant, owners and any interested parties may present testimony or documentary evidence at the hearing which will become part of a record regarding the historic, architectural, or cultural importance of the proposed landmark or historic district. The record may also contain staff reports, public comments, or other evidence offered outside of the hearing.
  - f. The Commission shall approve, approve with modifications or deny the application within 45 days of the public hearing, except that the Commission may agree with the applicant, in writing, to extend the time period within which a designation will be made.
  - g. An application recommended for approval shall be forwarded to the Common Council for their consideration. The Common Council shall hold a public hearing prior to the designation of any landmark or historic district. Such public hearing shall occur within 60 days from receipt of the approved application from the Commission. Notice of the hearing shall be sent by regular mail to the owner of the property proposed for designation. No building permits shall be issued by the Building Inspector until the Common Council has made its decision. The same criteria for designation shall be used by the Common Council and the Commission. The Common Council shall approve or disapprove the designation within 75 days from receipt of the approved application from the Commission.
  - h. The City Chamberlain shall forward notice of each designated building, object, site, structure, or district and the boundaries of each to the office of the Dutchess County Clerk for recordation.
4. Certificate of appropriateness for alteration, demolition or new construction affecting landmarks or historic districts. No person shall carry out any exterior alteration, restoration, reconstruction, demolition, new construction, or moving of a landmark or property within an historic district, nor shall any person make any material change in the appearance of such property or landmark, its light fixtures, signs, sidewalks, fences, steps, paving, or other exterior elements which affect the appearance and cohesiveness of the landmark or historic district, without first obtaining a certificate of appropriateness from the Commission. The Building Department shall review all applications for building permits to determine if a property is a locally designated landmark or in a local historic district and shall refer all such properties to the Commission to obtain a certificate of appropriateness prior to issuance of a building permit for any of the actions listed above.
5. Criteria for approval of certificate of appropriateness.
- a. In passing upon an application for a certificate of appropriateness, the Commission shall not consider changes to interior spaces, unless they are open to the public. The Commission's decision shall be guided by the Secretary of the Interior's Standards for Rehabilitation and based on the following principles:

- 1. *Properties which contribute to the character of the historic*

*district shall be retained, with their historic features altered as little as possible;*

2. *Any alteration of existing properties shall be compatible with their historic character, as well as with the surrounding district; and*
  3. *New construction shall be compatible with the district in which it is located.*
- b. In applying the principle of compatibility, the Commission shall consider the following factors:
1. *The general design, character and appropriateness to the property of the proposed alteration or new construction;*
  2. *The scale of the proposed alteration or new construction in relation to the property itself, surrounding properties and the neighborhood;*
  3. *Texture, materials, and color and their relation to similar features of other properties in the neighborhood;*
  4. *Visual compatibility with surrounding properties, including proportion of the property's front facade, proportion and arrangement of windows and other openings within the facade, roof, shape, and the rhythm of spacing of properties on streets, including setback; and*
  5. *The importance of historic, architectural or other features to the significance of the property.*

- c. Actions requiring approvals of both the Historic District & Landmark Preservation Commission and the Planning Board.

Any development that requires both approval from the Planning Board and a Certificate of Appropriateness is required to first make application to and receive from, the Commission a Certificate of Appropriateness. For developments that are subject to review under the State Environmental Quality Review Act (SEQRA), the SEQRA process must be completed before the Commission may issue a Certificate of Appropriateness.

6. Certificate of appropriateness application procedure.

- a. Prior to the commencement of any work requiring a certificate of appropriateness, the owner shall file an application for a building permit as necessary along with an application for a certificate of appropriateness on a form as approved by the Building Inspector and shall contain, at a minimum, the following:
1. *Name, address and telephone number of applicant;*
  2. *Location and photographs of property;*
  3. *Elevation drawings of proposed changes, if available;*
  4. *Perspective drawings, including relationship to adjacent properties, if available;*
  5. *Samples of color or materials to be used;*
  6. *Where the proposal includes signs or lettering, a scale drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination, and a plan showing the sign's location on the property; and*

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7. *Any other information which the Commission may deem necessary in order to visualize the proposed work.*
- b. No building permit shall be issued for such proposed work until a certificate of appropriateness has first been issued by the Commission. The certificate of appropriateness required by this section shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the City of Poughkeepsie.
- c. The Commission shall approve, deny or approve with modifications the certificate of appropriateness within 45 days after receiving the completed application from the Building Department. The Commission may hold a public hearing on the application at which an opportunity will be provided for proponents and opponents of the application to present their views.
- d. All decisions of the Commission shall be in writing. A copy shall be provided to the applicant and a copy filed with the Building Department for public inspection. The Commission's decision shall state the reasons for denying or modifying the application.
- e. Certificates of appropriateness shall be valid for a concurrent period of time with the building permit required to complete the work approved by the certificate of appropriateness or for one year if no building permit is required.
7. Early design guidance.
  - a. Large projects, as defined below, could potentially have a significant impact on an individual landmark or historic district. For this reason, large projects are required to participate in the Early Design Guidance process. The purpose of this process is to provide input from the Commission on the design of the project as it relates to criteria for the approval of a Certificate of Appropriateness at a time when such input may readily be incorporated into the design without adversely affecting design costs or the project schedule.
  - b. For the purposes of this Chapter, large projects are defined as:
    1. *New construction in an historic district of any primary structure;*
    2. *New construction of any accessory structure with a gross square footage of 800 square feet or more in an historic district, or new construction of any accessory structure with a gross square footage of 800 square feet or more on the same tax parcel as an individual landmark, or new construction of any accessory structure with a gross square footage of 800 square feet or more when the proposed accessory structure will be located within 150 feet of the individual landmark;*
    3. *New additions that will increase the existing footprint of an individual landmark or a structure located within an historic district by 50% or more; or*
    4. *Any renovation or reconstruction (excluding projects that involve only the replacement of roof coverings) that will affect 50% or more of the exterior envelope of an individual landmarks or a structure located within an historic district.*

- c. Applicants subject to Early Design Guidance shall submit materials for review by the Commission as soon as the design has reached a stage of development that would allow the Commission to understand the basic proposal and its significant details.
  - d. Based on the information provided, the Commission will provide written general feedback and non-binding recommendations and comments that might help the applicant further refine the project prior to submitting an application for a Certificate of Appropriateness.
  - e. The Commission shall circulate the written recommendations and comments from Early Design Guidance to the Chamberlain who will then circulate such document to the Planning Department, Planning Board Chair, Common Council Chair, and Corporation Counsel.
8. Certificate of economic hardship.
- a. Relief where a certificate of appropriateness is denied. An applicant whose certificate of appropriateness has been denied or approved with conditions that the applicant finds unacceptable may apply for a certificate of economic hardship for the purposes of obtaining relief from the strict application of this chapter.
  - b. Application form. Application for a certificate of economic hardship shall be made on a form prepared by the Commission.
  - c. The Commission shall schedule a public hearing concerning the application, and any person may testify at the hearing concerning economic hardship. The Commission may solicit expert testimony or request that the applicant for a certificate of economic hardship make submissions concerning any or all of the following information before it makes a determination on the application:
    - 1. *Estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would be incurred to comply with the recommendations of the Commission for changes necessary for the issuance of a certificate of appropriateness;*
    - 2. *A report from a licensed architect or engineer with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;*
    - 3. *The estimated market value of the property in its current condition; after completion of the proposed construction, alteration, demolition, or removal; after any changes recommended by the Commission; and in the case of a proposed demolition, after renovation of the existing property for continued use;*
    - 4. *In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property;*

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5. *Amount paid for the property upon which the landmark exists, the date of purchase, and the party from whom was purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased and any items of financing between the seller and buyer;*
  6. *If the property is income-producing, the annual gross income from the property for the previous two years; itemized operating and maintenance expenses for the previous two years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;*
  7. *Remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two years;*
  8. *All appraisals obtained within the previous two years by the owner or applicant in connection with the purchase, financing or ownership of the property;*
  9. *Any listing of the property for sale or rent, price asked, and offers received, if any, within the previous two years;*
  10. *Assessed value of the property according to the two most-recent assessments;*
  11. *Real estate taxes for the previous two years;*
  12. *Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other;*
  13. *Any other information, including the income tax bracket of the owner, applicant, or principal investors of the property, considered necessary by the Commission to make a determination as to whether the property does yield a reasonable return to the owners.*
- d. Proof required. In order to prove the existence of economic hardship, the applicant must establish that unless the proposed work is accomplished, the property will be incapable of earning a reasonable return or of being put to reasonable use.
  - e. In the case of a proposal to remove or demolish a landmark or structure within an historic district, the applicant must additionally prove that:
    1. *The property cannot be adapted for any other use, whether by the current owner or a purchase, which would result in reasonable return; and*
    2. *Reasonable efforts to find a purchaser interested in acquiring the property for rehabilitation and preservation have been made and failed.*
9. Determination by the Commission.
    - a. Hardship not proven. If hardship is not proven, the Commission shall deny the application and notify the applicant, in writing, of the final denial, and a copy shall be filed with the Building Department for public inspection.

- b. Hardship proven. If the Commission finds that economic hardship has been proven, relief shall be provided in one of the following ways:
    - 1. *The Commission may relax the strict application of the criteria concerning certificates of appropriateness sufficiently to relieve the hardship. In this case, the Commission shall issue a certificate of appropriateness, with conditions as necessary. The Commission shall approve only such work as is necessary to alleviate the hardship.*
    - 2. *The Commission may investigate plans and make recommendations to the Common Council for City actions which, if taken, will allow for a reasonable use of or reasonable return from the subject property or will otherwise preserve the property without hardship to the owner.*
  - c. If neither Subsection 11(b) or (c) resolves the issue, the Commission may issue a certificate of economic hardship allowing the work to proceed as proposed.
10. Demolition review. The purpose of this section is to establish a procedure for reviewing requests to demolish building(s) or structure(s) designated on the State and/or National Register of Historic places or listed on the adopted City of Poughkeepsie Historic Resource Inventory as potentially eligible for designation at the local, state and/or national level. Before any building permit is granted, such building(s) or structure(s) proposed for demolition will first be reviewed to determine whether the property shall be recommended by the commission for designation as a local landmark. Said inventory heretofore mentioned and on file in the Development Department was prepared pursuant to a Memorandum of Agreement between the city, the State Historic Preservation office SHPO) and the federal Advisory Council on Historic Preservation. Said inventory may be amended to include additional building(s) or structure(s) and said amendments shall be filed in the Development Department and shall be subject to the provisions of this article. Amendments may be initiated by the commission or the property owner following submittal of a Historic Determination Application documenting the significance of the resource. The commission shall determine whether or not the property will be added to the Inventory based on the criteria of historic significance listed in Section 19- 4.5, Section 4( a).
- a. Procedure for demolition review:
    - 1. *Whenever an application is filed with the appropriate city department for a demolition permit of any building or structure, said city department shall review the property to determine if it is on the State and/or National Register of Historic Places, is in a local historic district, or is enumerated on the adopted City of Poughkeepsie Historic Resource Inventory.*
    - 2. *Whenever an application is filed with the appropriate city department for a demolition permit of any building or structure designated on the State and/ or National Register of Historic Places or enumerated on the City of Poughkeepsie Historic Resource Inventory, said city department shall forward a copy of said application to the commission within two (2) business days of receipt of the same.*



**Article 5**

3. *Any owner of a property who proposes to demolish any building or structure designated or enumerated as provided in paragraph 1 above, may prior to the filing of an application with the appropriate city department for a demolition permit, request the commission to initiate the procedure set forth in this article for a determination whether said property shall be recommended for designation as a local landmark as if an application for demolition had been filed.*
4. *The commission shall hold a public hearing for consideration as to whether said building or structure shall be recommended for designation as a local landmark.*
5. *The commission shall make its recommendation within forty-five (45) days of the date of filing of the application for a demolition permit with the City of Poughkeepsie or forty-five (45) days of the date of receipt of a request for a commission demolition review. Failure to take action thereon within such time shall be deemed a determination not to recommend the designation of the building or structure as a local landmark.*
6. *In the event the commission recommends to City Council that the subject property be designated a local landmark, the Chairperson or his designee shall appear at the public hearing of the City Council to give testimony on behalf of the commission. The City Planner shall be responsible for transmitting the commission's recommendation to the City Chamberlain and members of the City Council within two (2) business days of the commission's decision.*
7. *In making its determination, the commission shall use the criteria specified in Section 19- 4. 5, Section 4( a). The procedure for recommending the designation of building(s) or structure(s) as local landmark shall be completed in accordance with the provisions of Section 19- 4. 5, Section 4( a -h).*
8. *Buildings or structures which have been determined to constitute an imminent danger to public health, safety or welfare are subject to the exercise of the chief code enforcement officer's emergency powers to cause said building(s) or structure(s) to be immediately demolished.*
11. **Enforcement.** All work performed pursuant to a certificate of appropriateness issued under this section shall conform to any requirements included therein. It shall be the duty of the applicant to notify the Building Inspector to inspect any work to assure compliance. In the event work is found that is not being performed in accordance with the certificate of appropriateness, or upon notification of such fact by the Commission, the Building Inspector shall issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.
12. **Maintenance and repair required.**
  - a. Nothing in this section shall be construed to prevent the ordinary maintenance and repair of any exterior architectural feature of a landmark or property within an historic district which does not involve a change in design, material, color or outward appearance.

- b. No owner or person with an interest in real property designated as a landmark or included within an historic district shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any architectural feature which would, in the judgment of the Commission, produce a detrimental effect upon the character of the historic district as a whole or the life and character of the property itself.
- c. Examples of such serious disrepair and deterioration include:
  - 1. *Deterioration of exterior walls, foundations or other vertical support that causes leaning, sagging, listing, or buckling or deterioration of flooring or floor supports, roofs, or other horizontal members that causes leaning, sagging, slitting, listing, or buckling;*
  - 2. *Deterioration of roofs or other horizontal members;*
  - 3. *Deterioration of exterior chimneys that causes leaning, sagging, listing or buckling;*
  - 4. *Deterioration or crumbling of exterior plaster, stucco or mortar;*
  - 5. *Ineffective waterproofing of exterior walls, including lack of paint or weathering due to lack of paint or other protective covering, roofs or foundations, including broken windows or doors;*
  - 6. *Deterioration of any feature so as to create a hazardous condition, which could lead to the claim that demolition is necessary for the public safety.*
  - 7. *Rotting, holes, or other forms of decay;*
  - 8. *Deterioration of exterior stairs, porches, handrails, windows and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling;*
  - 9. *Deterioration that has a detrimental effect on the surrounding historic district or deterioration that contributes to a hazardous or unsafe condition;*
  - 10. *Deterioration of fences, gates, and accessory structures.*
- 13. Demolition by neglect. If, in the judgment of the commission, a violation of this local law exists that will result in a detrimental effect upon the life and character of a designated historic resource, landmark, property or on the character of a historic district as a whole, the commission shall request the Building Department to establish a record of violations. Such record may include dated materials such as photographs and written reports of the condition of the property so as to record or measure the deterioration. The building inspector and the commission are authorized to work with a property owner to identify resources for maintenance and stabilization before taking enforcement action under this section. The Commission, based on the written record of violations, shall hold a public hearing to receive testimony from the Building Inspector, property owner, and other members of the public or city staff or officials to determine if a demolition by neglect is occurring. The Commission shall make such determination by a majority vote and state in writing the necessary repairs to reverse the demolition by neglect.



**Article 5**

The building department and the owner of record shall be notified of the Commission's finding, stating the reasons thereof. Such notice shall be accomplished in the following manner:

1. *By certified mailing to the last known address of the owner of record by the City Chamberlain; or*
2. *Notice shall be attached to the building or landmark by the Building Inspector.*

Upon receipt of the Commission's written notice of determination of demolition by neglect, the Building Inspector shall issue a written notice to the owner of record giving ninety (90) days from the date of mailing such notice to satisfy the commission that necessary repairs have been effected. The commission, upon request, may allow an extension for a reasonable period to allow the owner to secure financing, labor or materials.

If the necessary repairs are not completed, the Building Inspector and Corporation Counsel shall commence legal action against the owner and shall have the right to pursue all remedies available to the City at law or equity.

14. Violations.

- a. Failure to comply with any of the provisions of this section shall be deemed a violation, and the violator shall be liable to a penalty of not less than \$500 or 15 days in jail, or both for each day the violation continues.
- b. Any person who demolishes, alters, constructs, or permits a designated property to fall into a serious state of disrepair in violation of this section shall be required to restore the property and its site to its appearance prior to the violation. Any action to enforce this subsection shall be brought by the Corporation Counsel. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and penalty.

15. Any person aggrieved by a decision of the Commission may bring a proceeding to review in a manner provided by Article 78 of the Civil Practice Law and Rules.

16. Miscellaneous. The provisions of this law shall supercede any inconsistent law or ordinance of the City of Poughkeepsie.

**Section  
19-5.22**

**Home  
occupations**

## Home occupations.

1. Home occupations shall be conducted by members of the family residing on the premises. Not more than two nonresidents shall be employed therein.
2. Said home occupation shall not occupy more than 25% of the total floor area of the principal building. No home occupation shall be conducted in an accessory building. The provision of this subsection shall not apply to live-work housing or live-work residential uses.
3. In no manner shall the appearance of the building be altered, nor shall the occupation within the residence be conducted in a manner that would cause the premises to lose its residential character, either by the use of colors, materials, construction or lighting. No display of products shall be visible from the street, and no stock in trade shall be kept on the premises.

Article 5

- 4. The home occupation shall not increase the vehicular traffic flow by more than one additional vehicle per hour and shall not involve the use of commercial vehicles for delivery of materials to and from the premises.
- 5. No home occupation shall create noise, dust, vibration, odor, smoke, electrical interference, fire hazard or any other nuisance that is perceptible beyond the lot lines.
- 6. Home occupations shall in no event be deemed to include: animal hospitals, kennels, barbershops, beauty parlors, clinics or hospitals, dancing schools, mortuaries, nursery schools, clubs, auto repair shops, restaurants, tourist homes, rooming houses or boardinghouses and uses similar to those listed above.

Section  
19-5.23  
Hospital

Hospital.

- 1. The parcel shall be a minimum of 60,000 square feet.
- 2. The facility shall be duly licensed by the State of New York.
- 3. No structure shall be closer than 20 feet to the street line or 25 feet to any adjoining property.

Section  
19-5.24  
Institution for  
higher learning,  
business,  
vocational, and  
training school

Institution for higher learning, business,  
vocational, and training school.

- 1. The curriculum shall satisfy the requirements of the New York State Department of Education.
- 2. There shall be no residential component nor will accommodations for resident students be permitted.
- 3. Such use shall not occur on the ground floor of any structure on a property fronting Main Street.

Section  
19-5.25  
Keeping of  
chickens

Keeping of chickens.

- 1. Upon successful application and proof of adequate shelter and fencing, a triannual permit will be issued by the zoning administrator to allow a maximum of 6 chickens on any lot occupied by one single-unit detached dwelling.
- 2. The keeping of roosters and all other livestock except for chicken hens shall be prohibited.
- 3. Chickens may only be kept as an accessory use to a single-unit detached dwelling located on its own lot.
- 4. Free-range chickens shall not be permitted. All chickens must be housed within coops or runs as defined in this Chapter.
- 5. A structure to shelter the hens shall be located in the rear yard, a minimum of 10 feet from any lot line and a minimum of 15 feet from any dwelling. The coop shall not exceed 144 square feet in total floor area and shall not exceed 8 feet in height from grade.

**Article 5****Section  
19-5.26****Keeping of  
household pets**

6. Fencing/restraint systems shall be installed and maintained to confine chickens to the rear and/or side yards behind the front setback of the home.
7. Chicken coops shall be kept in a clean and sanitary condition and shall be adequately ventilated and protected from weather.
8. No chicken coop shall be permitted within 50 feet of a well or source of drinking water.
9. No person or persons shall harbor, maintain, or possess chickens of any description in such a manner as to create offensive odors or unsanitary conditions.
10. Feed and materials must be maintained in animal-proof containers.
11. Permits shall be revoked if the requirements in this section are not satisfied.

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**Keeping of household pets.**

1. No more than three customary household pets over six months old shall be kept.
2. Commercial breeding or boarding of pets shall be prohibited.

**Section  
19-5.27****Keeping of bees**

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**Keeping of bees.**

1. Upon successful application and proof of adequate shelter, a annual permit will be issued by the zoning administrator to allow a maximum of 5 hives or colonies on any property.
2. Apiaries must register with the City of Poughkeepsie.
3. No hive shall be located closer than 25 feet from any property line, public sidewalk or principal building.
4. The beekeeper registering with the City shall notify all residents of the property and the owner or operator of the property if the beekeeper is not the owner or operator at the time of registration with the City.

**Section  
19-5.28****Live-work  
housing**

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**Live-work housing.**

1. Each live-work unit shall have a minimum floor area of 800 square feet, of which a minimum area shall be devoted to the following: 35 square feet for an enclosed bathroom, 60 square feet for a kitchen or kitchenette and 120 square feet for a sleeping area.
2. No live-work unit shall be located on the ground level floor of a building.
3. No live-work unit shall be used as a retail shop, gallery or any other use which relies on regular customer or client visitation as a normal part of its operation.
4. No live-work unit shall serve as a place from which commercial vehicles are dispatched or operated.

**Section  
19-5.29****Market garden**

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**Market garden.**

1. Seed, fertilizer, and feed must be stored in sealed, rodent-proof containers.
2. No equipment, process, or other practice may be employed at a market garden that creates dust or odors detectable off the property, or any other effect determined by the Zoning Administrator to be detrimental to the public health, safety, or welfare.
3. Indoor farming such as hydroponics, aquaculture and aquaponics is encouraged and permitted as an adaptive reuse of preexisting factory buildings.
4. Composting is permitted but only for plant material that is generated and used on-site. The amount of compost material cannot exceed 25 cubic yards at any given time. Fully composted material and other soil amendments may be brought in from off-site to enrich the soil.
5. Accessory buildings including greenhouses, hoop houses, sheds and farmstands may be up to 600 square feet in area.
6. Use of best management practices, such as the United States Environmental Protection Agency's "Brownfields and Urban Agriculture: Interim Guidelines for Safe Gardening Practices," is encouraged for all soil based gardens.
7. Agricultural products, plants, eggs, and honey grown or produced on or within the subject property or within the City of Poughkeepsie may be sold on the premises if the market garden use is the only use of the subject property or occupies at least 50% of the area of the property. In addition, foods prepared on site or off site may be sold if the principal ingredients are grown or produced on the subject property or within the City of Poughkeepsie.
8. On-site sales within the MU3, MU5, PIDA, PIDB, WG or WTOD Districts shall be restricted to a maximum of 1 market stand to sell produce or other goods.

**Section  
19-5.30****Membership club**

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**Membership club.**

1. The following are prohibited:
  - a. Outdoor entertainment, live or mechanical.
  - b. Use of outdoor public address systems.
  - c. Exterior lighting other than that which is essential for the safety of users of the premises.
  - d. Location of any part of the building nearer than 30 feet to any street or property line in a residential district.

**Article 5****Section  
19-5.31**

Miscellaneous  
provisions  
applicable to all  
districts

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**Miscellaneous provisions applicable to all districts.**

1. No glare from lighting from any principal or accessory use shall be visible beyond the property line.
2. Any loudspeaker or amplifying device shall abide by the noise ordinance in Chapter 13.5 of the City's municipal code.
3. No grading or excavation shall occur and no tree with a caliper of eight inches measured three feet from the base shall be cut prior to the issuance of a building permit or a change of use permit unless specific permission is granted by the Planning Board, pursuant to the site plan and review process.
4. No repair of commercial vehicles or any other automotive repair in and/or adjacent to residential districts. The use of any premises in or adjacent to an residential zoning district for major and/or noisy automobile repair, between the hours of 7:00 p.m. and 7:00 a.m. is prohibited.
5. Installation of permanent outdoor emergency generators. The following conditions are imposed on the issuance of building permits for permanently affixed outdoor emergency generators. Such building permits shall not be required for portable emergency generators that are not affixed to the ground.
  - a. Prior to considering approval of a proposed outdoor location for the emergency generator system, the Building Inspector shall determine if the proposed system cannot reasonably be located within an existing fully enclosed building on the property;
  - b. The system shall be located within required property setbacks;
  - c. The system shall contain a noise muffler system and should be designed to minimize noise;
  - d. The system shall be adequately screened with evergreen vegetation or an architectural enclosure to minimize its visibility from adjoining properties and the street, and such vegetation shall be maintained throughout the life of the system. Such vegetation shall meet the minimum screening recommendations established by the manufacturer of the system, if any; and
  - e. The installer of the system shall obtain all required plumbing, electrical and Fire Department permits, if any.

**Section  
19-5.32**

Motor vehicle  
fuel/gasoline  
station

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**Motor vehicle fuel/gasoline station.**

1. Gasoline Stations shall be limited to a maximum of 8 individual filling pumps.
2. No sale of gasoline shall be permitted to be established on any lot within a distance of 500 feet of an existing gasoline or filling station or of any lot for which a building permit has been issued for the erection of such a station or any use which includes gasoline pumps.

3. Gasoline pumps or lubricating or other devices shall be located not nearer than 20 feet to any street or other lot line.No traffic hazard affecting the public safety will be present.
4. Entrance and exit driveways shall have an unrestricted width of not less than 12 feet (one-way), nor more than 24 feet (two-way); shall not be located nearer than 10 feet to any lot line; and shall be so laid out as to avoid the necessity of any vehicle backing into any public right-of-way.
5. Architectural elevations of all buildings and structures proposed for fuel sales and any accessory uses or secondary principal uses sharing the premises shall be submitted for Architectural Design Review by the Planning Board.
6. Where the lot on which the fuel sales will occur is within 100 feet of a residential district, architectural design of buildings and structures shall recognize and respect the architectural character of the existing adjacent neighborhood in terms of scale and proportion.
7. The review by the Planning Board will be conducted with attention to proposed architectural features, details, materials and colors of buildings and structures and the Board may require modification of designs and may impose conditions in granting approval.

### Section 19-5.33

Motor vehicle  
sales or rental  
facility

## Motor vehicle sales or rental facility.

1. Sale of used vehicles or boats shall be conducted only as accessory to the sale of new vehicles or boats.
2. Outdoor area lighting shall be required for security purposes.
3. Entrance and exit driveways shall have an unrestricted width of not less than 12 feet (one-way), shall not be located closer than 10 feet to any property line and shall be so laid out as to avoid the necessity of any vehicle backing out into any public right-of-way.
4. Vehicle lifts or pits, dismantled vehicles and all parts and supplies shall be located within a building enclosed on all sides.
5. All service or repair of motor vehicles shall be conducted in a building enclosed on all sides. This requirement shall not be construed to mean that the doors to any repair shop must be kept closed at all times.
6. Gasoline or flammable oils in bulk shall be stored fully underground, not nearer than 10 feet to any lot line.
7. No commercial sale of gasoline shall be permitted, nor shall any pump be located in a front or side yard.

### Section 19-5.34

Motor vehicle  
service or repair  
facility

## Motor vehicle service or repair facility.

1. Sale of any vehicles or boats shall be prohibited.
2. Outdoor area lighting shall be required for security purposes.
3. Entrance and exit driveways shall have an unrestricted width of not less than 12 feet (one-way), shall not be located closer than

**Article 5****Section  
19-5.35****Outdoor display**

10 feet to any property line and shall be so laid out as to avoid the necessity of any vehicle backing out into any public right-of-way.

4. Vehicle lifts or pits, dismantled vehicles and all parts and supplies shall be located within a building enclosed on all sides.
5. All service or repair of motor vehicles shall be conducted in a building enclosed on all sides. This requirement shall not be construed to mean that the doors to any repair shop must be kept closed at all times.
6. Gasoline or flammable oils in bulk shall be stored fully underground, not nearer than 10 feet to any lot line.
7. No commercial sale of gasoline shall be permitted, nor shall any pump be located in a front or side yard.

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**Outdoor display.**

1. The display area shall not exceed 15% of the gross floor area of the primary structure.
2. The display area shall not block automotive traffic, private sidewalks, fire lanes, or other travel lanes.
3. Such displays shall be allowed adjacent to a principal building wall and extending to a distance no greater than five feet from the wall.
4. Such displays shall not be permitted to block windows, entrances or exits and shall not impair the ability of pedestrians to use the building or surrounding sidewalk.
5. The items for display are labeled for sale and said area shall not be used for storage purposes.
6. Personal garage, lawn, yard, or rummage sales shall be allowed without permits. No more than two such sales on residential properties shall be held on a single property in any 12-month period, and each sale shall have a maximum duration of three days, with a minimum of 7 days between the ending of a sale and the beginning of a new sale. At the end of a sale, all items that are for sale shall be moved so as not to be visible from the public right-of-way.

**Section  
19-5.36****Outdoor storage**

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**Outdoor storage.**

1. No unenclosed storage, except parking of operable passenger vehicles capable of passing inspection or recreation vehicles as set forth in Section 19-6.3 shall be permitted in a residential district.
2. No outdoor storage may be permitted within 25 feet of a residential district.
3. Outdoor storage shall not be allowed in the front yard.
4. Outdoor storage shall not occupy more than 15% of the entire lot area.
5. All outdoor storage shall be fully screened to ensure the area is not visible from the public right-of-way or adjacent residential districts or uses.



**Section  
19-5.37**

**Outdoor farmers  
market**

- 6. Screening shall be of sufficient height and density to completely hide storage from public view, including from streets and other public accessways.
- 7. All screening shall be maintained in such a manner as to present a neat and orderly appearance.

**Outdoor farmers market.**

- 1. Farmers’ markets that involve the construction or use of permanent structures or other improvements, including parking surfaces and signage, are subject to all applicable standards for the district within which the market is located.
- 2. Farmers markets shall require an operational permit from the City.
- 3. Farmers’ markets that involve the use of temporary structures, such as tents or similar shelters, may be erected only during periods of farmers’ market activity and may be in place not more than 24 hours prior to or following such sales activity. The display of signage shall be restricted by the same time requirements and limited to on-site locations. Tents are subject to permitting by the City’s fire department.

**Section  
19-5.38**

**Parking structure**

**Parking structure.**

- 1. The ground level of a parking structure shall be activated through either a commercial or residential use. No portion of the ground level of a structure shall be used for parking unless it is setback at least 40 feet from the adjoining street.
- 2. Ingress and egress to the parking structure shall be prohibited from direct access from the front-facing side of the structure if rear or side access is available. Where rear or side access is unavailable, ingress and egress directly from the front-facing side of the structure shall be minimized.
- 3. Vehicular access to the structure shall have minimal impact on pedestrian circulation.
- 4. To the maximum extent practicable, ramping (sloping) floors, unfinished structural elements, lights and mechanical appurtenances shall not be visible from public streets, public places, the river or public parkland.
- 5. Any facade that is visible from a public street, public park, or the river shall be finished with quality materials and given attractive architectural and landscaping treatments.
- 6. Vehicles parked within the structure shall be screened so that they are not visible from public streets, public places, the river or public parkland.



**Article 5****Section  
19-5.39****PID accessory  
uses****PID accessory uses.**

1. The following accessory uses and structures are permitted in the PID in connection with any permitted or lawfully existing use within both the PID-A and PID-B Districts.
2. Off-street parking is permitted, provided that it is located behind the front building line of the primary use or in the interior of the lot and not visible from the street.
3. Structures for housing pets, playhouses, garden houses, and greenhouses are permitted behind the front building line of the primary use.
4. Solar collectors and micro wind turbines are permitted. Features may extend up to 15 feet above the maximum height limit, as long as the combined total coverage of the rooftop features do not exceed 25% of the roof area when typical features (such as elevator penthouses) are present. If rooftop features exceed the 25% roof coverage, solar collectors may only extend seven feet above maximum height limits.
5. Food trucks are permitted as an accessory use for a definitive period of time and subject to permitting requirements.

**Section  
19-5.40****Place of worship****Place of worship.**

1. Any site on which a place of worship is located shall have an area of not less than 2 acres.
2. Except as set forth hereinafter, no building or part thereof or parking or loading area shall be located nearer than 50 feet to any street line or property line in any residential district. A parish house, rectory or parsonage shall comply with the requirements for a single-unit dwelling.
3. Lot coverage shall not exceed 25%.

**Section  
19-5.41****Professional  
office in a  
residence****Professional office in a residence.**

1. Office uses shall be limited to the first floor.
2. Office uses shall be primarily to serve residents of the immediate neighborhood.
3. Such office space shall be limited to 800 square feet for each 10 dwelling units or major fraction thereof.
4. Entrances and exits to offices shall be separate from the residential portion of the building.
5. In no manner shall the appearance of the building be altered, nor shall the office within the residence be conducted in a manner that would cause the premises to lose its residential character, either by use of colors, materials, construction or lighting.
6. Said office shall be limited to one professional who shall reside on the premises and not more than two nonresident assistants.

Section  
19-5.42

Public garage

- 7. Said office shall be incidental and subordinate to the residential use of the building and shall not occupy more than 25% of the total floor area of the principal building. No office shall be located in an accessory building.
- 8. No professional office shall create noise, dust, vibration, odor, smoke, electrical interference, fire hazard or any other nuisance that is perceptible beyond the lot lines.

Public garage.

- 1. There is no automotive service or repair.
- 2. The Planning Board finds that the proposed garage is in the public interest.
- 3. The garage will not increase traffic congestion in the streets abutting the property.

Section  
19-5.43

Public or  
parochial school

Public or parochial school.

- 1. The site shall meet the minimum standards established by the State Department of Education which are as follows:
  - a. Elementary — Three acres plus one acre per 100 pupils, with five-acre minimum.
  - b. Secondary — Five acres plus two acres per 100 pupils up to 500; plus one acre per 100 pupils over 500, with a minimum of 10 acres.
  - c. In the case of private or parochial schools these standards shall be used as guides, but if the site is below these standards, the school shall be reviewed as a special permit use.
  - d. Where dormitory facilities are provided, the site shall have an area of not less than 25 acres, and the number of beds shall not exceed 12 per acre of the total site.
  - e. No building or part thereof and no parking or loading area shall be located within 100 feet of any street line or property line in any residential district.

Section  
19-5.44

Restrictions  
applicable to  
manufactured  
homes

Restrictions applicable to manufactured homes.

- 1. Manufactured homes shall only be permitted in the RC-5 District as delineated on the official Zoning Map of the City of Poughkeepsie.
- 2. Manufactures homes shall only be permitted as part of a planned manufactured home park.
- 3. The height of any manufactured home shall not be less than 2/3 of the average height of residential structures on immediately adjoining lots fronting on the same street as the manufactured home.
- 4. All other applicable requirements of this chapter pertaining to the proposed used shall be complied with.

**Article 5****Section  
19-5.45****Rooming or  
boarding house**

5. The exterior appearance of the completed structure shall be such that its design is compatible to residential structures on any adjacent properties.

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**Rooming or boarding house.**

1. The special permit shall be reviewed every two years.
2. No sign shall be erected that identifies or advertises the use of the home for such purpose.
3. Said use shall not be located within 1,200 feet of any lot on which another rooming or boarding house, proprietary home, group home or agency community residence or similar use is located. Said distance shall be measured from those points on the periphery of the lots on which such houses are located or proposed to be located nearest to each other.
4. Said use shall conform to and be maintained in harmony with the overall character and appearance of the surrounding neighborhood.
5. Said use shall not be occupied by more than 12 residents, and no room shall be occupied by more than two persons.
6. Said use shall require a permit from the Dutchess County Department of Health and shall be registered with the Zoning Administrator, and the following information shall be filed and kept up-to-date:
  - a. Name of operating agency.
  - b. Names of resident supervisors.
  - c. Maximum number of persons that will live in the facility.

**Section  
19-5.46****Satellite dish  
antenna**

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**Satellite dish antenna.**

1. The placement of a satellite dish antenna as an accessory use shall be permitted in all zoning districts, provided that said antenna is placed in the rear yard.
2. A satellite dish antenna may be placed on the rooftop of a principal structure, provided that the applicant, at the time of submitting a building permit application, can demonstrate to the Zoning Administrator that:
  - a. Placement in the rear yard is impracticable.
  - b. The dish would not be visible from adjacent streets.
3. All satellite dish antennas shall be located, designed, constructed and installed in accordance with the following standards:
  - a. Construction and installation of a satellite dish antenna requires the issuance of a building permit.
  - b. Construction and installation of a satellite dish antenna shall conform to all applicable building codes and requirements.
  - c. A ground-mounted satellite dish antenna shall be connected to its receiver by use of underground wiring.

- d. A satellite dish antenna and any part of its mounting system shall maintain a setback, equal to its height, from all lot lines.
- e. A ground-mounted satellite dish antenna and its operating system shall be screened (ground view) from adjacent properties and streets. Screening shall be of permanent nature sufficient in height and bulk to adequately screen the operations.
- f. A satellite dish antenna, to the extent possible, shall blend in with its surroundings and background.
- g. Not more than one satellite dish antenna shall be permitted on any given lot and/or structure.

All satellite dish antennas which were constructed and installed prior to adoption of this section and which do not conform with the provisions listed above shall be accepted as nonconforming antennas for a period of three years. Thereafter, the satellite dish antenna shall be subject to immediate abatement via removal or through modification or relocation to comply with the provisions of this section.

## Section 19-5.47

### Short-term Rental

## Short-term rental.

1. **PURPOSE:** The Common Council of the City of Poughkeepsie finds that unregulated short-term rentals are likely to contribute to and exacerbate the housing crisis facing Poughkeepsie's residents. Tenants and homeowners are facing increased prices while available housing stock is severely limited, making it extremely difficult for residents to find an apartment to rent or a home to purchase. Non-owner-occupied short-term rentals, commonly known as "vacation rentals" contribute to the severely limited housing stock. These vacation rentals are often owned and operated by absentee investors, who's primary interests are in short-term profits rather than the safety and security of our community. In addition to impacting housing availability and affordability, these vacation rentals turn residential neighborhoods into rental communities, harming public safety and the character of local communities. This law seeks to limit the number of vacation rentals in Poughkeepsie while allowing those who live here and who wish to use their residence for home-sharing to be able to do so through a comprehensive registration and enforcement process, ensuring neighborhoods are protected, homeowners can earn income, and the City can collect revenues. This law also seeks to put the burden of enforcement on the hosting platforms that profit from operating in our community by prohibiting them from facilitating transactions from unregistered listings and requiring them to collect appropriate occupancy taxes payable to the City.

## 2. DEFINITIONS:

The following terms shall have the meanings indicated below for purposes of this Section 19-5.47 only:

- A. **Bedroom:** any habitable space in a dwelling unit other than a kitchen or living room that is intended for or capable of being used for sleeping, is separated from other rooms by a door, is accessible to a bathroom without crossing another bedroom, and contains at least one egress window.

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- B. Booking Transaction: any reservation or payment service provided by a Hosting Platform that facilitates a home-sharing or vacation rental transaction between a prospective visitor and a host.
- C. Dwelling Unit: one or more rooms designed, occupied, or intended exclusively for residency purposes with full cooking, sleeping, and bathroom facilities for the exclusive use of a single household. A dwelling unit includes a single-family residence, and each unit of an apartment, duplex, or multiple dwelling structure designed as a separate habitation for one or more Natural Persons but does not include lodging facilities such as city-approved hotels, as defined in Chapter 19 of the City of Poughkeepsie Code of Ordinances.

An accessory dwelling unit constitutes a separate dwelling unit for the purposes of this Section.

Recreational Vehicles, tents, yurts, mobile homes, or any other structure that does not meet the requirements outlined in this subsection (C) do not constitute a separate dwelling unit.

- D. Eligible Resident: any Natural Person who:
  1. *is either a resident of a dwelling unit or an owner of a dwelling unit; and*
  2. *uses that dwelling unit as his or her primary residence.*
- E. Exclusive transient use: When no eligible resident of the dwelling unit lives on-site, in the dwelling unit, throughout any visitor's stay.
- F. Home Sharing Rental: renting for a period of 30 consecutive days or less, one or more bedrooms in a dwelling unit that is the primary residence of the host, while the host lives on-site, in the dwelling unit, throughout the visitors' stay. A dwelling unit rented out for home-sharing is referred to as a "home-share."
- G. Host: any Natural Person who is an eligible resident of a dwelling unit offered for use as a Short-Term Rental.
- H. Hosting Platform: a Natural Person, joint venture, joint stock company, partnership, association, club, limited liability company, corporation, business trust or organization of any kind who participates in the home-sharing or vacation rental business by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation.
- I. "Lives On Site:" maintains a physical presence in the dwelling unit, including, but not limited to, sleeping overnight, preparing and eating meals, and engaging in other activities in the dwelling unit, of the type typically maintained by a Natural Person in the dwelling unit in which he or she is an eligible resident.
- J. Natural Person: a human being as distinguished from a "person" created by operation of law (such as a corporation).
- K. Owner: any person or entity who, alone or with others, has legal or equitable title to a dwelling unit. A person whose interest in a dwelling unit is solely that of a tenant, subtenant, lessee, or sublessee under an oral or written rental housing agreement shall not be considered an owner.

- L. Primary Residence: the primary location that an eligible resident inhabits for housing as documented by the requirements listed in Section 3 (A) of this Section. A Natural Person can only have one primary residence.
- M. Section: This Section 19-5.47 of the City's Zoning Code entitled "Short-Term Rental Regulations."
- N. Short-Term Rental: the renting of a dwelling unit for less than a period of 30 consecutive days. In the City of Poughkeepsie, there are only two types of permitted short-term rentals: "Home Sharing Rental" or "Vacation Rental" both defined in this subsection.
- O. Vacation Rental: renting for a period of 30 consecutive days or less any dwelling unit, in whole or in part, for exclusive transient use. Rentals of units located within City-approved hotels, motels, and bed and breakfasts shall not be considered vacation rentals.
- P. Visitor: a Natural Person who rents a home-share or vacation rental.

### **3. AUTHORIZATION TO CONDUCT A SHORT-TERM RENTAL IN THE CITY OF POUGHKEEPSIE**

- A. Notwithstanding any provision of this Code to the contrary, Short-Term Rental shall be authorized in the City, provided that the host complies with each of the following requirements:
  1. *Obtains and maintains at all times a City-issued permit to conduct either a Home Sharing Rental or a Vacation Rental permit issued pursuant to the application requirements in subsection 4 of this Section;*
  2. *Operates the Short-Term rental in compliance with all applicable permit conditions for either a Home Share Rental or a Vacation Rental, as applicable, and as set forth in subsection 4 and any regulations promulgated pursuant to this Section;*
  3. *Posts a printed copy of the City-issued permit inside the Short-Term Rental;*
  4. *Posts the Host rules conspicuously inside the Short-Term Rental;*
  5. *Collects and remits Hotel Occupancy Tax, in coordination with any hosting platform if utilized, to the City and complies with all City and County Hotel Occupancy Tax requirements as set forth in Article III of the Dutchess County Administrative Code and Article XIV of the City of Poughkeepsie Administrative Code.*
  6. *Takes responsibility for and actively prevents any nuisance activities that may take place by Visitors and their Guests;*
  7. *Ensures that the Dwelling Unit complies with all New York State Building and Fire Code requirements including fire extinguishers, smoke detectors, and carbon monoxide detectors;*
  8. *Limits the occupancy of the Short-Term Rental to the number identified on the Short-Term Rental Permit;*

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9. *Limits Visitors to no more than one vehicle per bedroom rented as part of the Short-Term Rental. A Visitor's vehicle may be parked on-site, to the extent available, or in legal street parking;*
  10. *Maintains liability insurance to cover Short-Term Rentals with minimum limits of not less than \$1,000,000 or conducts each Short-Term Rental transaction through a hosting platform that provides equal or greater coverage;*
  11. *Complies with subsection 5 governing advertisements of Short-Term Rental;*
  12. *Home Share Rentals may be rented to more than one booking of Visitors at a time but the total number of Visitors may not exceed the number on the City issued permit. Vacation Rentals may only rent to one booking of Visitors for any given date;*
  13. *Complies with all applicable laws, including the noise limitations set forth in Chapter 13 ½ of the City of Poughkeepsie Code of Ordinances, and all health, safety, building, fire protection, and rent control laws;*
  14. *Violation of existing state or local criminal laws constitutes a violation of this Section for the purposes of permit renewal pursuant to Section 4; and*
  15. *Complies with all regulations promulgated pursuant to this Section.*
- B. All Hosts and their respective properties, authorized by the City for Short-Term Rental use pursuant to this Section, shall be listed on a registry created by the Development Department and updated periodically by the Development Department. The Registry shall identify whether the property has been approved as a Home Sharing Rental or as a Vacation Rental. The City shall publish portions of the registry online as described in subsection 10.
- C. A building owner, including any applicable homeowner's association or board of directors in the case of buildings governed in that manner, may notify the Development Department that Short-Term Rentals are not permitted to operate in that building. The City shall maintain a list, known as the prohibited buildings list, identifying the address(es) of all such buildings. The Development Department shall:
1. *Verify that each application a Short-Term Rental does not appear on the prohibited buildings list published pursuant to this subsection;*
  2. *Post the prohibited building list on the City webpage as described in subsection 10;*
  3. *Establish a form for the notification from a building owner(s) to include such building on the prohibited buildings list; and*
  4. *Establish a process, by rule, to enable building owners to remove buildings from the prohibited buildings list.*



- D. If any provision of this Section conflicts with any provision of Chapter 19 of the City of Poughkeepsie Code of Ordinances the terms of this Section shall prevail with respect to interpretation and enforcement of this Section.

#### 4. SHORT-TERM RENTAL PERMIT CONDITIONS

- A. Application Requirements. Before any permit under this Section is issued, an application shall be submitted to the Development Department and signed by the Host under penalty of perjury. All applications shall be made on forms provided by the City. The Development Department, at its discretion, may require additional documentation associated with the application as may be necessary to enforce the requirements of this local law. In addition to any other requirements, applicants shall provide the following documentation:
1. *Information required for all Short-Term Rental Permits:*
    - a. A valid New York driver's license, valid New York State identification card or valid Municipal identification card;
    - b. Proof of possession of the Short-Term Rental, either by valid warranty deed, valid lease, or other verification of the applicant's right to possession of the premises. If the applicant does not own the dwelling unit, the applicant must also provide written documentation from the property owner allowing the applicant to conduct a short-term rental on the proposed licensed premises;
    - c. A sketch plan identifying on-site parking spaces;
    - d. A sketch floor plan identifying bedrooms, living spaces, emergency evacuation routes and locations of smoke detectors, carbon monoxide detectors and fire extinguishers;
    - e. The maximum number of visitors per night, which shall not exceed the maximum permitted in accordance with subsection 3 (A);
    - f. Proof of insurance;
    - g. A list of platforms that will be used to solicit bookings and correlating URL links, if any; and
    - h. Initial Short-Term Rental permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting of the initial permit;
    - i. Any other information required by regulations promulgated pursuant to this Section.
  2. *Information specifically required for Home-Sharing Rental Permit*
    - a. At least two (2) of the following documents indicating that the short-term rental is the applicant's primary residence:



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- i. Proof of valid motor vehicle registration;
  - ii. Proof of voter registration;
  - iii. Federal or state tax returns or other financial documentation;
  - iv. A utility bill;
  - v. The New York Driver's license, New York State Identification card or Municipal identification card required in subsection (1)(a) above may also serve as one of the two required forms of proof of primary residence.
- b. The name and contact information for any other eligible residents of the proposed home-share who will be serving as hosts, together with proof that each identified host is an eligible resident of the proposed Home-Sharing Rental.
- 3. *Information specifically required for Vacation Rental Permits:*
  - a. Renewal vacation rental permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 2 years.
- B. Certification. In submitting their application, the applicant shall self-certify under penalty of perjury under the laws of the State of New York that:
  - 1. *The information provided in the application is correct and the documentation submitted with the application is authentic; and*
  - 2. *They will comply with all provisions of this Section and all regulations promulgated pursuant to this Section or be subject to the revocation of their home-sharing permit.*
  - 3. *For Home-Sharing Rental Permits only: that the applicant lives on-site and will be present in the home-share throughout each visitor's stay;*
- C. Application Fee Application fees shall be as set forth on the prevailing City of Poughkeepsie fee schedule adopted by resolution of the Common Council and as such schedule is modified from time to time by resolution of the Common Council.
- D. Issuance of Permit:
  - 1. *Home-Sharing Permit: If the Host satisfies the criteria of subsection (3), the Development Department shall issue a Home-Sharing Permit.*
  - 2. *Vacation Rental Permits:*
    - a. Application Acceptance Window. The Development Department of the City of Poughkeepsie shall designate a 30-day window each year to accept applications for vacation rental permits (the "Applicant Acceptance Window") and application

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shall only be accepted within this within Application Acceptance Window. The Development Department shall cause notice of the application acceptance window to be published at minimum once in the official newspaper at least 15 days prior to the opening of the application acceptance window each year.

- b. Number of Vacation Rental Permits Issued. There shall be a cap on the total number of vacation rental permits issued each year. The cap shall be equal to one-half of one percent (0.5%) of the number of total housing units within the City of Poughkeepsie as determined by the most recent United States Decennial Census or United States Census Bureau's 5-year American Community Survey, whichever is more recent.
- c. Vacation Rental Permit Lottery. If the City of Poughkeepsie receives more vacation rental applications during the annual vacation rental application window than the total number of vacation rental permits to be issued under this section, the Development Department shall conduct a lottery system of all valid applications to determine which applicants receive a vacation rental permit. The procedures for the lottery will be set forth in the regulations adopted for administration of this Section.
- E. Duty to Amend Application. If there are any material changes to the information submitted on a Short-Term Rental application, the Host shall submit an amended application on a form to be provided by the City and signed by the Host under penalty of perjury within 30 days of any such changes. For the purposes of this Section, any change to the information required to be included in a home-sharing permit application by subsection (4)(A) of this section shall constitute a material change. Failure to submit an amended application may result in revocation of the permit.
- F. Term of Permit. Notwithstanding any provision of this Code to the contrary, any Short-Term Rental permit shall be effective for one year from the date of issuance and require renewal annually.
- G. Renewal of Permit. A Host may renew his or her Short-Term Rental permit by submitting a completed permit renewal application on a form to be provided by the City and signed by the Host under penalty of perjury.
  - 1. *he permit renewal application shall identify any information listed in subsection (4)(A) that has changed within the last year. The Development Department reserves the right to review any additional information required by subsection (4)(A), whether or not the information has changed.*
  - 2. *If the Host has received any notice of violation or been adjudicated guilty of any New York State Building and Fire Code requirements or of this section 19-4.23, the application for renewal shall include a copy of the notice of violation and/or guilty finding.*

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3. *Renewal Home-Sharing Permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 5 years.*
  4. *Renewal Vacation Rental Permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 2 years.*
  5. *Submission of a renewal application for a Vacation Rental Permit does not guarantee the issuance of a renewed permit. All renewal applications are subject to the cap on the number of vacation rental permits issued each year and the vacation rental permit lottery.*
- H. No Transfer or Assignment. A Short-Term Rental Permit may not be assigned or transferred to any other person or entity.
- I. Revocation of a permit.
1. *The grounds upon which a Short-Term Rental permit can be revoked shall include but shall not be limited to:*
    - a. *The permit was issued in error, or issued in whole or in part as a result of a false, untrue, or misleading statement on the permit application or other document submitted for filing, including but not limited to the schematic or certification;*
    - b. *If a Home-Sharing permit has been issued and the eligible resident fails to continue to occupy the premises as his, her or their primary residence;*
    - c. *Use of the property as a Short-Term rental creates a hazard or public nuisance, threat to public safety or other condition which negatively impacts the use and/or enjoyment of surrounding properties, or threatens the peace and good order, or quality of life in the surrounding community;*
    - d. *Failure to comply with or violating the conditions of the permit or any requirement in Subsection (3);*
  2. *Any permit issued pursuant to this section may be revoked or suspended by the Zoning Administrator or his/her designated agent, after written notice to the permit holder. Written notice shall be served by registered or certified mail, return receipt requested, and by regular mail, to the applicant at the address shown on the application. The notice shall describe the reasons why the City is revoking the permit.*
- J. Appeals.
1. *Upon the denial, suspension or revocation of a permit, the applicant may, within 15 business days from the date of the written notice, file a request for a hearing before*

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*the Zoning Board of Appeals. Such request shall be filed with the Zoning Board of Appeals' Secretary. Notice of the date, place and time of the hearing shall be given in writing by mail to the applicant at the address shown on the application. In the event that demand for a hearing is not made within the prescribed time or in the event that the applicant does not timely appear for the hearing, the Building Inspector's decision shall be final and conclusive.*

2. *The hearing shall commence no later than 30 days after the date on which the request was filed.*
3. *The applicant shall be given an opportunity to present evidence why such denial of application, or such suspension or revocation of the permit, shall be modified or withdrawn. The Zoning Administrator or his/her designated agent may also present evidence. Upon consideration of the evidence presented, the Zoning Board of Appeals shall sustain, modify or reverse the decision of the Building Inspector or his or her designated agent.*
4. *In the event the applicant is not satisfied with the decision of the Zoning Board of Appeals, such aggrieved party may file an Article 78 proceeding under the New York Civil Practice Law and Rules. The Article 78 proceeding must be filed within 30 days of the filing of the Zoning Board of Appeals' decision with the City Clerk of the City of Poughkeepsie and service of the same upon the applicant.*

**5. ADVERTISEMENTS FOR SHORT-TERM RENTALS**

- A. The Host shall include the following information in any advertisement for home-sharing:
  1. *The Short-Term Rental Permit registration number issued by the City;*
  2. *The permitted occupancy of the Short-Term Rental as specified in the Permit;*
  3. *The permitted number of visitor vehicles, in accordance with subsection 3 (A) (10);*
  4. *That the home-share cannot be booked or rented to more than two groups of visitors for any given date, whether the visitors within the groups are related to one another or not; and*
  5. *For Home-Share Permits: That the host lives on-site and will be present in the home-share throughout the visitor's stay;*
  6. *Any other information required by regulations promulgated pursuant to this Section.*
- B. No Host shall post an advertisement for a listing exceeding the number of Visitors permitted in the Permit. If a Host posts a listing for the Short-Term Rental on multiple hosting platforms or other media outlets, the number of Visitors allowed shall not exceed the number permitted on the Permit.

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- C. The use of an unauthorized permit number in Short-Term Rental advertisements is prohibited.
- D. No advertisements regarding the availability of a dwelling unit for Short-Term Rental shall be posted in or on any exterior area of the dwelling unit, any exterior area of any other dwelling unit on the same lot, or the lot on which the dwelling unit is located.

**6. PROHIBITIONS**

- A. No person shall undertake, maintain, authorize, aid, facilitate or advertise any Short-Term Rental that does not comply with this Section. For the purposes of this section only, person does not include a hosting platform.
- B. No person shall undertake, maintain, authorize, aid, facilitate or advertise any home-share or vacation rental if the building owner, including any applicable homeowners association or board of directors in the case buildings governed in that manner, notifies the Development Department that home-share rentals are not permitted to operate in the building, as described in subsection 3 (C).
- C. Rental of the property or any portion of the property by the hour or for a period of less than 1 night is prohibited.
- D. No host may be the host for more than one home share.
- E. No Host of a Vacation Rental may be the Host of more than one Vacation Rental.

**7. HOSTING PLATFORM RESPONSIBILITIES**

- A. Hosting platforms shall be responsible for collecting all applicable Hotel Occupancy Tax and remitting the same to the City of Poughkeepsie and/or Dutchess County. The hosting platform shall be considered an agent of the Host for purposes of Hotel Tax collections and remittance responsibilities as set forth in Article III of the Dutchess County Administrative Code and Article XIV of the City of Poughkeepsie Administrative Code.
- B. Subject to applicable laws, hosting platforms shall disclose to the Development Department on a monthly basis the following information for each booking transaction within the City for which the hosting platform charged, collected, or received a fee, directly or indirectly, in an auditable, non-anonymized and non-aggregate format:
  1. *The names and addresses of the persons responsible for the listing;*
  2. *The permit registration number of the listing;*
  3. *The address of each such listing;*
  4. *The length of stay for each such listing;*
  5. *The price paid for each individual stay;*
  6. *The URL of the short term rental listing;*
  7. *The hosting platform shall maintain such records for a minimum of five years.*

- C. A hosting platform shall obtain, from each Host using such hosting platform to offer, manage or administer a short-term rental, lawful consent to provide the information described in Section B to the Department of Finance. Obtaining lawful consent may include, but is not limited to, advising or providing notice to a user of the hosting platform that new or continuing use of such hosting platform as a Host constitutes consent to such disclosure. It shall not be a defense to a violation of subdivision that the hosting platform did not obtain consent.
- D. Information reported pursuant to Section 10 (B) shall be available for public review only to the extent required by federal, state, and local law. The Development Department shall establish rules governing retention and disposal of information obtained pursuant to this chapter.
- E. Hosting platforms shall not complete any booking transaction for any residential property or unit unless it is listed on the City's registry created under subsection 3 (B), at the time the hosting platform receives a fee for the booking transaction. Hosting platforms shall be strictly liable for violations of this subsection 7(E).
- F. Hosting platforms shall not collect or receive a fee, directly or indirectly through an agent or intermediary, for facilitating or providing services ancillary to an unregistered vacation rental or unregistered home-share, including, but not limited to, insurance, concierge services, catering, restaurant bookings, tours, guide services, entertainment, cleaning, property management, or maintenance of the residential property or unit.
- G. Safe Harbor. A hosting platform operating exclusively on the Internet, which operates in compliance with subsections (A), through (G) above, shall be presumed to be in compliance with this Section, except that the hosting platform remains responsible for compliance with the administrative subpoena provisions of this Section.
- H. Any hosting platform that violates the provisions of subsection 9 shall be subject to penalties laid in subsection 11.
- I. The provisions of this Section shall be interpreted in accordance with otherwise applicable State and Federal law(s) and will not apply if determined by a competent jurisdiction to be in violation of, or preempted by, any such law(s).

## 8. REGULATIONS

The Development Department may promulgate regulations, which may include, but are not limited to, permit conditions, reporting requirements, inspection frequencies, enforcement procedures, additional advertising restrictions, disclosure requirements, administrative subpoena procedures or additional insurance requirements, to implement the provisions of this Section. No person shall fail to comply with any such regulation.

## 9. FEES

The Common Council may establish and amend by resolution all fees and charges as may be necessary to effectuate the purpose of this Section, including, but not limited to, the application fees required by subsection 4.



**Article 5****10. ONLINE WEBPAGE:**

The City shall establish and maintain on the City's Website a page to centralize information and resources for Short Term Rental permits which shall include:

- A. An application system for Hosts to submit permit applications as described in subsection 4 and apply to renew their permits.
- B. The registry as established by Section 3 of this Section shall include the following for each listing:
  - 1. *Permit registration number;*
  - 2. *Address and unit number;*
  - 3. *Status of the permit, including active, expired or revoked; and*
  - 4. *Expiration date of permit.*
- C. A list of, which shall be known as the prohibited buildings list, identifying the address(es) of all buildings whose owner(s), including any applicable homeowners association or board of directors, have notified the Development Department, pursuant to this Section, that no Short-Term Rental is permitted to operate anywhere in such building.
- D. Accessible information on existing regulations on short-term rentals, including this local law.
- E. A complaint form to lodge complaints on illegal Short-Term Rentals or nuisance complaints.

**11. ENFORCEMENT:**

- A. The City shall designate the Building Department to enforce the provisions of this Section, including, but not limited to, reviewing permit applications and maintaining the registry created under subsection 3 (B), monitoring listings on hosting platforms, and assessing fines.
- B. Any Host violating any provision of this Section, any person other than a hosting platform who facilitates or attempts to facilitate a violation of this Section, or a hosting platform that violates its obligations under subsection 10, shall be guilty of a violation which shall be punishable by a fine of \$750 per day of the violation. Each day a violation continues shall constitute a new violation.
- C. Any person convicted of violating any provision of this Section shall, in addition to the penalties set forth in subsection (b), be ordered to, pay the City all back Occupancy Taxes, and remit all illegally obtained rental revenue to the City so that it may be returned to the home-sharing or vacation rental visitors or used to compensate victims of illegal short-term rental activities.
- D. The City may, in addition to other remedies, institute an appropriate action or proceedings to seek ion or other relief to prevent or remedy violations of this Section. If the City is successful in obtaining preliminary and/or permanent injunctive relief, it shall be entitled to an award by the Court of reasonable costs and attorney's fees.
- E. The City may issue and serve administrative subpoenas as necessary to obtain specific information regarding Short-Term Rental Listings located in the City, including, but not limited to,

the names of the persons responsible for each such listing, the address of each such listing, the length of stay for each such listing and the price paid for each stay, to determine whether the Short-Term Rental Listing complies with this Section. Any subpoena issued pursuant to this section shall not require the production of information sooner than 30 days from the date of service. A person that has been served with an administrative subpoena may seek judicial review during that 30-day period.

- F. The Development Department shall make information related to violations of this Section publicly available subject to applicable laws.
- G. The remedies provided in this Section are not exclusive, and nothing in this Section shall preclude the use or application of any other remedies, penalties, or procedures established by law.

## 12. MODIFICATION OF EXISTING CODE

Any provision of the City of Poughkeepsie Code or appendices thereto inconsistent with the provisions of this Section, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Section.

## 13. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this law is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this law. The City Council hereby declares that it would have passed this Law and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Section would be subsequently declared invalid or unconstitutional.

### Section 19-5.48

#### Student residence

## Student residence.

1. The Common Council of the City finds that there has been a proliferation of student residences in the City's residential neighborhoods, which have caused ongoing problems to the neighborhoods, including excessive noise, partying in the evening and early morning hours necessitating frequent police response, inadequate on-street parking, unsafe driving by students who are frequently intoxicated, underage drinking, urinating in public, profuse littering, inattention to City garbage, trash and debris ordinances and inadequate maintenance of garbage. Student residences, consequently, have a detrimental impact on residential living and property values. The Common Council further finds that the Police Department and Public Works Department are often stymied in their efforts to cite state law and City ordinances violations because the property owners of student residences are frequently absentee landlords and City departments are unable to ascertain and identify the tenant(s) or other responsible parties. This section seeks to address these ongoing problems, to promote and protect the public health, safety and general welfare of Poughkeepsie citizens and to preserve the climate of its residential neighborhoods by addressing the institutional atmosphere caused by oversaturation of areas with student residences and by providing a mechanism for City departments to ascertain



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the identity of tenants in the student homes. It is the intent of this section that any number of persons in excess of three would tend to create an institutional atmosphere.

2. Student residences may be authorized in existing residential structures in the RN-C, RN-D, RC-3 and RC-5 Zoning Districts as delineated on the Official Zoning Map of the City of Poughkeepsie, subject to the following requirements:
  - a. The owner shall make application for approval for a student residence on forms available from the Zoning Administrator/ Building Inspector, with an application fee.
  - b. A student residence shall be located in existing dwelling units in buildings containing one, two, three or four dwelling units.
  - c. Except in the mixed-use district, no student residence shall be occupied by more than three persons.
  - d. One off-street parking space shall be provided for every bedroom in a student residence. This requirement may be waived, upon application to the Zoning Administrator, provided that the student residence is within 1,320 feet of a municipally operated off-street parking facility or privately owned parking area.
  - e. An inspection of the premises shall be conducted by the Building Department for the purposes of verifying information provided. The Building Department shall also inspect the premises for compliance with applicable codes (such as, but not limited to, the City of Poughkeepsie Zoning Ordinance, the City of Poughkeepsie Minimum Housing Standards Ordinance, the New York State Multiple Residence Law and the New York State Property Maintenance Code). There will be an annual inspection fee.
  - f. In no instance shall the approval of a dwelling unit for use as a student residence be deemed to change the underlying use of the unit. In the event that a previously approved unit is not occupied as a student residence for a period in excess of two college semesters, the approval shall be deemed to have expired.
3. Following approval for the use of an existing dwelling unit as a student residence, the owner shall register the student residence with the office of the Zoning Administrator/Building Inspector prior to actual occupation of the unit, and thereafter on an annual basis as long as the student residence continues on the premises. The owner must complete a form, available from the Zoning Administrator, with the following information:
  - a. Address of residence.
  - b. Owner of record.
  - c. Owner's home address.
  - d. Owner's home phone and/or twenty-four-hour emergency phone number.
  - e. Name and address and twenty-four-hour emergency phone number of property manager or agent, if different than owner.
  - f. Number of dwelling units in building.
  - g. Number of unit(s) within the building occupied as student

residence and the individual unit number, if applicable.

- h. Number of off-street parking spaces provided.
  - i. Number of persons in occupancy in each unit.
  - j. Names of persons in occupancy in each unit and name of college.
  - k. Primary phone number for student residence if available.
  - l. Individual phone numbers for persons occupying residence (if available).
- 4. Said registration shall be updated by the owner within 30 days of any change(s) in occupancy by students.
  - 5. The Zoning Administrator/Building Inspector shall maintain a list of all approved student residences, and a file on each student residence, such file to contain:
    - a. The approved application for student residence, with required attachments.
    - b. The completed registration form.
    - c. Annual inspection report.
    - d. Parking waiver, if applicable.
  - 6. The Zoning Administrator/Building Inspector shall provide a copy of the list of approved student residences to the City Administrator, the Police Department and the Fire Department. Further, a copy of the completed registration form for each student residence shall be provided to the Police Department.
  - 7. The Zoning Administrator/Building Inspector may revoke the registration for any student residence theretofore approved in the following instances:
    - a. Where he/she finds that there has been any false statement or misrepresentation as to a material fact in the application; or
    - b. Where he/she finds that the operation of the student residence is in violation of any provision of this article or any other law of the State of New York or local laws or ordinances relating to the premises or activities being conducted therein.
  - 8. Whenever any registration shall be so revoked, no refund for the registration shall be made, and no registration shall be granted to any person whose registration has been revoked, within a period of two years from the date of such revocation.
  - 9. Notwithstanding any other provisions of this chapter, including the provisions in Article 7 of this chapter, a lawful use of a building existing at the time of the effective date of this Section may continue although such use does not conform to the requirement specified in this section. However, said prior legal nonconforming use shall be made to conform to the requirements of this Section upon the sale of the subject property or within a period of one year after the effective date of this section, whichever occurs sooner.

The sections and subsections of this action are severable, and if any phrase, clause, sentence, paragraph, subsection or section shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and subsections of this section.

**Article 5****Section  
19-5.49****Sidewalk cafe****Sidewalk cafe / outdoor seating area.**

1. Notwithstanding any inconsistent provision contained in Chapter 15, Streets, Sidewalks and Public Places, sidewalk cafes for the sale to the public of food and beverages, and for no other purpose, shall be permitted, provided that a permit is obtained therefor from the Building Inspector.
2. Any person, firm or corporation desiring a permit shall make application to the Building Inspector on forms provided therefore.
3. A permit for a sidewalk cafe may only be issued to the owner or the tenant of a building occupied and used for the sale of cooked and prepared food, and abutting the public sidewalk adjacent thereto, provided that the following requirements are met:
  - a. The sidewalk abutting the property, from the property line to the curbline, must not be less than 10 feet in width.
  - b. The area to be used for the sidewalk cafe must not encroach onto the sidewalk more than 10 feet from the property line abutting the sidewalk and must not extend beyond the extension of the side of property lines onto the sidewalk.
  - c. No permanent structures may be affixed to the sidewalk area used for the cafe or affixed to the building abutting the area for purposes of the cafe, and the area may be occupied only by chairs, tables, benches, umbrellas, movable railings, and planters for the convenience of the patrons to be served in such area. Movable railings or planters shall be so arranged as to enclose the dining area and the sidewalk shall be inconspicuously marked to delineate the approved position for such barriers.
  - d. A clear, unoccupied space must be provided, not less than three feet in width, from all entrances of the building abutting the sidewalk to the unoccupied portion of the public sidewalk.
  - e. Neither outdoor lighting nor live or mechanical music may be used on or for the cafe area, except that in such cases where street lighting is sufficient to so illuminate the dining area so that a hazard to those traveling the sidewalk may be created, the Building Inspector shall direct and the applicant shall provide such lighting for nighttime hours as the Building Inspector shall require.
  - f. General comprehensive liability insurance naming the applicant and the City of Poughkeepsie, its officers, agents and employees as named insureds must be provided, with limits of \$25,000/\$50,000 for property damages and \$1,000,000/\$2,000,000 for personal injury, effective for the duration of the permit.
  - g. Permits shall be issued annually and shall be for such duration, within the time provided herein, as the applicant may request.
  - h. There shall be a minimum clear distance of five feet, exclusive of the area occupied by the sidewalk cafe, free of all obstructions, such as trees, parking meters, utility poles, streetlights, benches, planters, and movable railings, in order to allow for adequate and safe pedestrian movements.

4. The following operating restrictions shall apply to all sidewalk cafes:
  - a. All sidewalk cafes shall cease operations by 10:00 p.m. Sunday through Thursday and 11:00 p.m. Friday and Saturday.
  - b. All alcoholic beverages to be served at sidewalk cafes shall be prepared within the existing restaurant and shall only be served to patrons while seated at tables. The drinking of alcoholic beverages by a member of the public while a patron of the sidewalk cafe within the confines of the sidewalk cafe area shall not be construed to be a violation of any local law prohibiting the consumption of alcoholic beverages in a public place or area.[2] The operator of a sidewalk cafe shall be in full compliance with the licensing requirements of the State Liquor Authority, as the same may exist, and shall comply with all other laws and regulations concerning the sale of alcoholic beverages in the state. In the event that said sidewalk cafe is not in full compliance with State Liquor Authority laws, rules and regulations concerning the sale of alcoholic beverages, then serving alcoholic beverages in the sidewalk cafe area shall be prohibited.
  - c. Editor's Note: See Section 14-19, Consumption of alcoholic beverages in public places and possession of open containers of alcoholic beverages in public places.
  - d. The restaurant shall not serve food or beverages to a patron at a sidewalk cafe unless that patron is seated at a table.
  - e. Sidewalk cafes and the public property on which they are located shall be kept neat and clean at all times and free from any substance which might damage the sidewalk or cause injury to pedestrians.
5. In the event that the permittee should fail to remove all items placed upon the public sidewalk, upon the expiration of the permit by lapse of time, or for violation of this chapter, the Building Inspector may have such items removed, forfeit the deposit for the cost and charge the permittee for any excess cost above the deposit, together with the cost for storage of such items until removed by the permittee from storage. In the event that the permittee should fail to pay the cost of storage and any excess cost of removal within 90 days after storage, the Building Inspector may sell the items at the public auction, reimburse the City for all costs and, if any surplus monies remain, pay them over to the permittee.
6. An offense against the provisions of this chapter shall be punishable by a fine of not more than \$250 or by imprisonment for not more than 15 days, or both.

**Article 5****Section  
19-5.50****Smoke shop**

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**Smoke shop.**

1. Drive-up windows shall not be permitted.
2. At least two trash receptacles shall be located next to the walkway for customer use.
3. An enclosed dumpster area shall be provided.
4. Special consideration will be given to the impact of noise, litter, lighting and traffic on adjacent properties.
5. Hours of operation shall be restricted to the hours of 6:00AM - 12:00AM.
6. No smoke shop shall be located within 1,000 feet of any other smoke shop.
7. No smoke shop shall be located within 600 feet from public or private elementary or secondary schools, city parks, childcare or daycare facilities, or community facilities.

**Section  
19-5.51****Solar voltaic  
system**

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**Solar voltaic system.**

No solar energy system or device shall be installed or operated in the City of Poughkeepsie except in compliance with the following:

1. These regulations apply to all building-mounted systems installed and constructed after the effective date of this Chapter.
2. All building-mounted systems are permitted in all zoning districts as an accessory use only to any lawfully permitted principal use on the same property upon issuance of the proper permits and upon compliance with all requirements of this section and as elsewhere specified in this Chapter.
3. Ground mounted solar photovoltaic systems are prohibited.
4. Before any construction or installation on any solar PV system shall commence, a building permit issued by the City of Poughkeepsie shall be obtained to document compliance with this Chapter.
5. Solar PV systems constructed prior to the effective date of this Chapter are not required to meet requirements of this Chapter.
6. Any upgrade, modification or structural change that alters the size or placement of an existing solar PV system by 50% or more, or that triggers NYS code compliance, shall comply with the provisions of this ordinance.
7. Building-integrated Solar Energy Systems: Building-integrated systems, as defined by this Chapter, are not considered an accessory use and are not subject to the requirements of this Article, but are subject to all other applicable building, electrical, and safety codes.
8. The solar PV system must be constructed to comply with the New York State Uniform and National Electrical Code, as amended, and any additional electrical and safety regulations adopted by the State of New York.

**Article 5**

9. All systems must be installed by an electrician licensed in the City of Poughkeepsie.
10. All wiring must comply with the New York State Uniform and National Electrical Code, most recent edition, as amended and adopted by the State of New York.
11. The solar PV system must be constructed to comply with the most recent fire code as amended and adopted by the State of New York.
12. Panels installed on principal or accessory structures must be mounted at the same angle as the roof's surface.
13. For a building-mounted system installed on a sloped roof, the highest point of the system shall not exceed the highest point of the roof to which it is attached.
14. For a building-mounted system installed on a flat roof, the highest point of the system shall be permitted to extend up to four (4) feet above the roof to which it is attached.
15. No element of the system shall reflect glare (as defined by the FAA) onto a neighboring property, public right-of-way, or aircraft flight path.
16. If a building-mounted system is to be installed on any building or structure that is non-conforming because its height violates the height restrictions of the zoning district in which it is located, the building-mounted system shall be permitted, so long as the building-mounted system does not increase the degree of non-conformity.
17. If a building-mounted system is to be installed on a building or structure on a non-conforming property that does not meet the minimum setbacks required and/or exceeds the lot coverage limits for the zoning district in which it is located, a building-mounted system shall be permitted, so long as there is no expansion of any setback or lot coverage non-conformity and so long as it complies with the other provisions of this Chapter.
18. No signage or graphic content may be displayed on the solar PV system except the manufacturer's badge, safety information and equipment specification information. Said information shall be depicted within an area no more than thirty-six (36) square inches in size.
19. Disconnect and other emergency shutoff information will be clearly displayed on a light reflective surface.
20. Systems and sites may not be used for displaying advertising except for reasonable identification of the owner/operator and shall comply with all signage restrictions.
21. The City of Poughkeepsie reserves the right to inspect a solar PV system for building or fire code compliance and safety with 24 hour notification to the property owner and/or owner-operator of the system.
22. The solar energy system shall be removed, at the owner's expense, within 180 days of determination by the designated municipal representative that the system is no longer being maintained in an operable state of good repair or no longer supplying solar power. Such an order shall be in writing, shall offer the option to rectify, and shall notify the owner of his or her right to appeal such determination.

**Article 5**

**Section  
19-5.52**  
Swimming pools

- a. Removal shall include solar collectors, cabling, electrical components, accessory structures, and any associated facilities below grade.
  - b. Disturbed earth shall be graded and reseeded, unless the designated municipal representative approves a written request by the property owner that internal roads or other site improvements are not to be restored.
23. If upon inspection the City of Poughkeepsie determines that a fire code or building code violation exists, or that the system otherwise poses a safety hazard to persons or property, the City of Poughkeepsie may order the owner to repair or remove the system within a reasonable time as determined by the Building Inspector. Such an order shall be in writing, shall offer the option to repair, shall specify the code violation or safety hazard found and shall notify the owner of his or her right to appeal such determination.
24. If an owner fails to repair or remove a solar PV system as ordered, and any appeal rights have been exhausted, the City of Poughkeepsie may enter the property, remove the system and charge the owner for all costs and expenses of removal, including reasonable attorney's fees or pursue other legal action to have the system removed at the owner's expense.

In addition to any other available remedies, any unpaid costs resulting from the removal of a vacated abandoned or de-commissioned solar PV system shall constitute a lien upon the real property against which the costs were charged. Legal counsel of the City of Poughkeepsie shall institute appropriate action for the recovery of such cost, plus attorney's fees, including, but not limited to filing of municipal claims pursuant to for the cost of such work, 6% interest per annum, plus a penalty of 5% of the amount due plus attorney's fees and costs incurred by the City of Poughkeepsie in connection with the removal work and the filing of the claim.

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## Swimming pools.

Except as provided hereinafter, no swimming pool shall be located, constructed or maintained on any lot, except in conformance with the following requirements:

1. Said pool may be installed or maintained in any residential district or in any nonresidential district where specifically permitted.
2. Said pool shall be used as an accessory use to a dwelling or group of dwellings or as part of the recreational facilities of a camp, club or similar use.
3. When accessory to a single-family residence, such pool may be located in a side or rear yard.
4. The portion of the premises upon which such pool is located shall be entirely enclosed with a good quality security fence, which, any other provision of this Chapter notwithstanding, shall have a height of not less than four feet. All gates or doors opening through the fence shall be equipped with self-closing and self-latching devices designed and capable of keeping such gates or doors securely closed at all times when not in actual use. Said fence shall be of a type approved by the Building Inspector.



5. Every gate or other opening in the fence enclosing such pool shall be kept securely locked at all times when said pool is not in use.
6. Such pool shall comply with setbacks for accessory uses within the zoning district in which the pool is located.
7. Such pool shall be chemically treated in a manner sufficient to maintain the bacterial standards established by the provisions of the New York State Sanitary Code relating to public swimming pools.
8. Such pool shall be equipped with an integral filtration system and filter pumps or other mechanical devices which shall be so located and constructed as not to interfere with the peace, comfort and repose of the occupant of any adjoining property.
9. No permission shall be granted for the installation of any swimming pool unless the plans therefor meet the minimum City of Poughkeepsie construction requirements, nor until the owner has filed with the Building Inspector a certification, by a professional engineer licensed by the State of New York, that the drainage of such pool is adequate and will not interfere with the public water supply system, the existing sanitary facilities and the public highways.

### Section 19-5.53

Tennis courts,  
paddle tennis  
courts and  
similar accessory  
recreation  
facilities

## Tennis courts, paddle tennis courts and similar accessory recreation facilities.

1. When accessory to a single-family residence, any tennis court, paddle tennis court or similar accessory recreation facility may be located in a rear yard or, if in a side yard, not nearer than 25 feet to any side lot line. No such facility may be located closer to the property lines than is permitted for accessory structures in the district in which the property is located.
2. A fence or suitable planting strip shall be provided to screen the recreation use from view from adjacent properties.



**Article 6**



**ARTICLE 6:  
DEVELOPMENT  
REGULATIONS**



**Article 6****Section  
19-6.1****Applicability****Applicability.**

1. The development standards in this article apply to the following development activities:
  - a. **New Construction:** Any new building, structure or impervious surface. Includes regrading the area, any change to drainage patterns, or removal of the entire pavement or sub-base.
  - b. **Addition:** Adding floor area to an existing building or expanding impervious surface.
  - c. **Change of Use.** A change in the use listed on the use table to another listed use.

**Section  
19-6.2****Off-street  
parking and  
loading****Off-street parking and loading.**

1. *Layout and location of off-street parking facilities.*
  - a. All parking may be located adjacent to a building but not between the building and the front lot line.
  - b. *Size of spaces.* Each required loading berth shall be at least 15 feet wide, 45 feet long and 14 feet high.
  - c. Access shall consist of at least one fifteen-foot wide drive aisle for parking areas with fewer than 20 spaces and at least two ten-foot wide lanes for parking areas with more than 20 spaces.
  - d. No entrance or exit to any off-street parking area with a capacity of more than four spaces shall be located within 50 feet of any street intersection, nor exceed a grade in excess of 6% within 25 feet of any street line nor 10% at any other point. All points of ingress or egress shall be appropriately signed unless such signing is considered unnecessary by the Planning Board.
  - e. Where the topography of a site is such that a potential safety hazard for parked vehicles exists, the Planning Board may require barriers or other safety devices to be incorporated into the design of the parking area.
  - f. Each required space, exclusive of drives and aisles, shall be not less than 20 feet long nor less than nine feet wide and shall be served by an aisle between rows of parking spaces of not less than 22 feet wide. Notwithstanding the requirements of the preceding sentence, up to 33% of the required spaces in a structured parking facility of two or more levels, containing 100 or more spaces, or in an at-grade surface parking lot, containing 185 or more spaces, may be not less than eight feet four inches wide, and all of the spaces in such facility or at-grade surface parking lot may be not less than 18 feet long, exclusive of drives and aisles, provided that they are served by an aisle between rows of parking spaces of not less than 22 feet wide. The minimum aisle space may be reduced for angle parking, but in no case shall the aisle space be less than 16 feet. All spaces shall be clearly marked. Except as may be otherwise provided, required off-street parking facilities may be enclosed in a structure or may be located in the open, provided that such required parking facilities be graded, surface drained and maintained to the extent necessary to avoid nuisances of dust,

erosion or excessive water from across public ways or paved with asphalt, oil and chip or other material that is equivalent in durability. Upon a determination by the Planning Board that the required number of parking spaces would be greatly in excess of the need of a particular use on a given lot, said Board may waive the requirement that such spaces be resurfaced to the extent that it may deem the number required to exceed the actual need.

- g. Off-street parking areas shall be adequately illuminated for convenience and safety, but no lighting for parking areas shall cause glare on adjoining property.

2. *Location and ownership of required accessory parking facilities.* Required access parking spaces, open or enclosed, shall be provided upon the same lot as the use to which they are accessory or anywhere within 600 feet walking distance of such lot. In all cases, such parking spaces shall conform to all the regulations of the district in which they are located. Such spaces shall be in the same ownership as the use to which they are accessory and shall be subject to deed restriction, filed with the County Clerk, binding the owner or his heirs and assigns to maintain the required number of spaces available either (a) throughout the existence of the use to which they are accessory, or (b) until such spaces are provided elsewhere. Required off-street parking facilities which, after development, are dedicated to and accepted by the city, shall be deemed to continue to serve the uses for which they were originally provided.
3. *Operation and maintenance of off-street parking facilities.* Required off-street parking facilities shall be maintained throughout the life of any use or structure which said facilities are designed to serve. Required parking areas developed for specific structures and uses shall be reserved at all times for the use of those persons who are employed at or making use of such structures and uses, except when dedicated to, and accepted by, the public as public parking areas.
4. *Screening and Landscaping.*
  - a. Where a parking area for three or more vehicles abuts a residential property, it shall be screened from view by landscaping, opaque fence or wall or other means approved by the Planning Board.
  - b. Whenever a parking area containing three or more spaces faces a street or a property line, a planting area of a minimum width of three feet with plantings at least three feet high planted three feet on center shall be provided between the parking area and the street line or property line. The planting plan for this strip shall be approved by the Planning Board as part of the site plan review.
  - c. Not more than 12 parking spaces shall be permitted in a continuous row, and not more than 24 spaces shall be permitted in a single parking area without being interrupted by landscaping approved by the Planning Board.
5. *Connections between abutting parking areas.* Where appropriate, the Planning Board may require paved connections between abutting parking areas in different ownerships, so as to facilitate the flow of traffic.

**Article 6**

- d. *Two or more uses on same lot.* Except as specified elsewhere in this section, where two or more different uses occur on a single lot, the total amount of parking facilities to be provided shall be the sum of the requirements, if any, for each individual use on the lot.
- 6. *Joint use of parking and loading areas.* In the case of two or more establishments on the same lot or on contiguous lots, the Planning Board may approve the joint use of parking areas with a total capacity of not less than 50% of the sum of the spaces required for cars and using the same driveways giving access thereto, provided that the same Board finds that the proposed capacity will substantially meet the intent of the requirements by reason of variation in the probable time of maximum use by patrons or employees among such establishments. Joint use of parking areas shall be subject to the following requirements:
  - a. If a use is enlarged or changed, the Planning Board shall have the discretion to require full compliance for each separate use upon finding that conditions justifying joint use no longer exist.
  - b. Such area shall be sufficient to provide the total number of parking and loading units required collectively of the participating owners.
  - c. Upon finding that the foregoing conditions have been met and where the joint parking facility adjoins or straddles a joint lot line, the Planning Board may, for the period covered by such agreement and bond, temporarily waive the requirements for side yards.
  - d. Required loading berths, open or enclosed, may be provided in spaces designed to serve jointly two (2) or more adjacent establishments, provided that the number of required berths in such joint facilities shall not be less than the aggregate of all such requirements, and provided further that the conditions enumerated in Section 19-6.1(6) of this Chapter are met.
- 7. *Waiver or deferral of parking requirements.* All or portions of the off-street parking requirement may be waived by the Planning Board, provided that:
  - a. The proposed use is within 600 feet of a municipally operated off-street parking facility or privately owned parking area.
  - b. The Planning Board shall, at the time of its approval of a site development plan, certify on such plan that the municipally operated off-street parking facility or, in the case where nearby private parking area is to be utilized, the private parking facility has adequate capacity for storage of passenger vehicles generated by activities proposed to be conducted on the subject lot in addition to those generated by any other lots already serviced by such off-street parking facility. In determining the existence of such adequate capacity, the Planning Board shall consider the need for preventing frequent parking on the street by persons visiting or connected with each use which is proposed to be served by such off-street municipal or private parking facility.
  - c. Where a private parking facility is to be utilized, the applicant shall provide assurance that such facility will be available.
  - d. The Planning Board may grant a partial deferral of the parking

requirements otherwise imposed by any section of this Chapter of not more than 25% of such requirement, provided that the following conditions exist:

1. *The Planning Board determines that the lesser parking will satisfy the intent of this Chapter;*
  2. *The proposed use is either mixed-use, commercial or industrial;*
  3. *The amount of parking otherwise required by this Chapter is not in excess of 125 parking spaces;*
  4. *The site plan must provide for the later provision of the deferred parking requirements and provide a landscape plan for all such undeveloped space to be maintained as such until development of deferred parking;*
  5. *Written guarantees satisfactory to the Corporation Counsel of the City of Poughkeepsie are submitted by the applicant to guarantee the eventual improvement of any such deferred parking space; and*
  6. *The development of deferred parking spaces must be completed in accordance with the approved site plan within six months of the date of written notice to the property owner by the Zoning Administrator.*
- e. Fee in lieu of off-street parking in the PID Districts
1. *An optional waiver with a fee in lieu of parking provides applicants with an alternative to restrictive on-site parking requirements and can encourage better and more efficient site design.*
  2. *Where an applicant does not meet the required number of off-street parking spaces for development within the Poughkeepsie Innovation District, the applicant may seek a waiver from the Planning Board.*
  3. *In determining whether or not to issue a parking waiver, the Planning Board shall consider: 1) the constraints prohibiting the applicant from providing sufficient parking; 2) the proximity of municipal parking facilities; and 3) the availability of sufficient parking in identified municipal parking facilities.*
  4. *Prior to the granting of a parking waiver, the Planning Board may require the submission of studies and plans by the applicant demonstrating that practical considerations preclude the provision of such parking spaces on site.*
  5. *If the Planning Board issues a waiver pursuant to this section, the applicant shall pay a one-time fee in lieu to the Planning Department according to a fee schedule established in Table below.*

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6.

*Fees imposed pursuant to this section shall be paid prior to issuance of a certificate of occupancy and shall be set in a fund to be used exclusively for capital improvements to municipal public parking facilities or for the acquisition of property for municipal public parking facilities. All expenditures from this fund shall be made at the recommendation of the Commissioner of Public Works and consent of the Common Council.*
8.

*Effect of parking requirements on existing uses.* Structures and land uses in existence or for which building permits shall have been approved as of the effective date of this Chapter, shall not be subject to the requirements for off-street parking spaces set forth in this Chapter, provided that any parking facilities now existing and serving such structures or uses shall not in the future be reduced, except to the extent that they exceed such requirements. In the event that it is proposed to expand any use not now meeting the parking requirements, the applicant shall be required to provide additional facilities so that the use, as expanded, shall meet fully all parking requirements.

Parking Fee Schedule

| Number of Parking Spaces Waived | Fee per Waived Parking Space* |
|---------------------------------|-------------------------------|
| 1 to 6 spaces                   | \$500                         |
| 7 to 10 spaces                  | \$1,000                       |
| 11 to 20 spaces                 | \$3,000                       |
| More than 20 spaces             | \$5,000                       |

NOTE:

*\*This fee per space shall be applied to the total number of spaces waived for a particular project. For example, if 22 spaces are to be waived at \$5,000 per space, the fee in lieu of parking would be \$110,000.*

9.

*Maximum parking.*

Parking spaces shall equate to no more than 120% of the minimum allowances indicated in the table below.
10.

Bicycle Parking



- a. Bicycle parking shall be provided with all multifamily and nonresidential developments at 10% of the required vehicle parking, but not less than two (2) bicycle spaces and not more than twenty (20) bicycle spaces for any single use.

II. *Parking space ratios.*

a. **Residential and related uses:**

| Use                                                                  | Minimum Parking                                                                                                                                                                           |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| One- or two-family residences                                        | 2 spaces per dwelling unit                                                                                                                                                                |
| Accessory dwelling unit (ADU)                                        | 1 space per ADU                                                                                                                                                                           |
| Multifamily dwelling                                                 | 1.25 spaces per dwelling unit                                                                                                                                                             |
| Churches and places of worship                                       | 1 space per 4 seats                                                                                                                                                                       |
| Elementary or junior high schools                                    | 1.25 spaces per staff member                                                                                                                                                              |
| High school                                                          | 1 space per staff member, plus 1 space for every 5 seats in the largest assembly hall                                                                                                     |
| Colleges and universities                                            | 7 spaces per classroom, plus 0.25 spaces per dorm bed                                                                                                                                     |
| Day-care center, nursery school                                      | 1 space per 250 square feet                                                                                                                                                               |
| Museum, art gallery, library or cultural center                      | 1 space per 300 square feet of gross floor area                                                                                                                                           |
| Golf, swimming or country club                                       | 1 space per member or member family                                                                                                                                                       |
| Membership clubs, lodges                                             | 1 space per 5 members or 1 space for every 4 seats in the largest assembly hall or meeting area or 1 space per 100 square feet of space in the largest meeting room, whichever is greater |
| Community center                                                     | 1 space per 300 square feet of gross floor area                                                                                                                                           |
| Hospital                                                             | 1.5 spaces per each patient bed                                                                                                                                                           |
| Convalescent home, skilled nursing home, proprietary home for adults | 1 space per 3 beds, plus 1 space for each staff member on the largest shift                                                                                                               |
| Kennel, animal hospital                                              | 1.25 spaces per employee or 1 space for each 200 square feet of gross floor area, whichever is greater                                                                                    |



## Article 6

| Use                                      | Minimum Parking                                                                                                                                  |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Group home or agency community residence | 1 space per full-time staff member, plus 1 space for every 3 resident children or 1 space for each adult in facilities where residents may drive |
| Rooming or boarding house                | 1 space per roomer and/or boarder plus 1 space for each employee.                                                                                |
| Work/live loft                           | 1 space per loft                                                                                                                                 |

**b. Commercial and office uses:**

| Use                                                         | Minimum Parking                                                                                                          |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Professional office in a residence                          | 3 spaces per office, in addition to that required for the residential use                                                |
| Home occupation                                             | 1 space in addition to that which is required for the residential use                                                    |
| Office building, other than medical or dental offices       | 1 space per 300 square feet of gross floor area                                                                          |
| Medical or dental offices                                   | 4 spaces per doctor or dentist, plus 1 space for every 2 employees                                                       |
| Theater                                                     | 1 space per 3 seats or 1 space for each 100 square feet of gross floor area, whichever is greater                        |
| Conference center, training facility                        | 1 space per 4 seats in the largest assembly hall or meeting area, plus 1 space for every 4 seats in classroom facilities |
| Bank, post office                                           | 3 spaces per teller or service window                                                                                    |
| Hotel, motel                                                | 1.25 spaces per rental unit                                                                                              |
| Retail sales and personal service establishment             | 1 space for each 300 square feet of gross floor area                                                                     |
| Restaurants (standard)                                      | 1 space per 3 seats or 1 space for each 75 square feet of gross floor area, whichever is greater                         |
| Fast-food restaurant                                        | 1 space per 3 seats or 1 space for each 75 square feet of floor area, whichever is greater                               |
| Drive-in food establishments (donut shops, ice cream, etc.) | 1 space per 50 square feet of gross floor area                                                                           |

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| Use                                            | Minimum Parking                                                                                                                         |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Drinking establishments;<br>discotheques       | 1 space per 1.5 persons permitted under maximum occupancy or 1 space for each 100 square feet of gross floor area, whichever is greater |
| Bowling alleys                                 | 4 spaces per alley                                                                                                                      |
| Indoor and outdoor tennis facilities           | 5 spaces per court                                                                                                                      |
| Racquetball facilities and similar court games | 2.5 spaces per court                                                                                                                    |
| Dry cleaning or hand laundry                   | 1 space for each 300 square feet of gross floor area                                                                                    |
| Funeral home                                   | 1 space for every 3 seats provided therein or 1 space for each 60 square feet of space available for public use, whichever is greater   |
| Laundromat                                     | 1 space per 2 washing machines                                                                                                          |
| Marina                                         | 2 spaces per boat-slip, in addition to that required for any commercial use associated with said marina                                 |

**c. Industrial and heavy commercial uses:**

| Use                                             | Minimum Parking                                                                                                                                               |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Light manufacturing                             | 1 space for each 400 square feet of gross floor area or 1 space per employee, based on the number of employees during the largest shift, whichever is greater |
| Lumber and building equipment sales and storage | 1.25 spaces per employee                                                                                                                                      |
| Wholesale, storage and warehousing              | 1 space for each 1,000 square feet of gross floor area or 1 space for each employee on the largest shift, whichever is greater                                |
| Printing plant                                  | 1 space for each 400 square feet of gross floor area                                                                                                          |
| Car wash                                        | 1 space for each employee (excluding storage lanes)                                                                                                           |
| Motor vehicle sales                             | 10 spaces or 1 space per 300 square feet of sales area, whichever is greater                                                                                  |

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| Use                                                              | Minimum Parking                                                                                                                                                                                                                                        |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Gas stations                                                     | 1 space for each 100 square feet of gross floor area                                                                                                                                                                                                   |
| Outdoor industrial uses (coal, coke, fuel oil, junk yards, etc.) | 10 spaces or 1 space for each 5,000 square feet of gross floor area, whichever is greater                                                                                                                                                              |
| Automobile repair shops                                          | 3 spaces for each work bay or 1 space per 300 square feet of gross floor area, whichever is greater, and 1 space for every 2 employees                                                                                                                 |
| Miniwarehouse                                                    | 1 space for every 3 storage units, plus 1 space for each 300 square feet of gross floor area of office space associated with the use, plus 1 space per employee, and if there is a resident manager, then 2 additional spaces for the resident manager |

d. All other uses not mentioned or variations of above uses: as determined by Planning Board to be needed to prevent frequent parking on the street. Where the Planning Board determines the number of parking spaces, the decision of said Board shall be based upon (1) standards set forth herein for uses with similar characteristics, and (2) previous experience with similar uses.

12. Off-street loading facilities.

a. Required off-street loading facilities shall be required in the following ratio:

|    |                                          | Gross Floor Area or Major Fraction<br>Thereof<br>(in 1,000s) |         |                                    |
|----|------------------------------------------|--------------------------------------------------------------|---------|------------------------------------|
|    |                                          | 1 Berth                                                      | 2 Berth | +1 Berth<br>for each<br>Additional |
| 1. | Office, research and development         | 50                                                           | 100     | 100                                |
| 2. | Retail, personal service and restaurants | 25                                                           | 100     | 25                                 |
| 3. | Manufacturing, printing                  | 10                                                           | 20      | 40                                 |
| 4. | Wholesale and distribution               | 5                                                            | 10      | 20                                 |

| Gross Floor Area or Major Fraction<br>Thereof<br>(in 1,000s) |                                     |         |                                    |
|--------------------------------------------------------------|-------------------------------------|---------|------------------------------------|
|                                                              | 1 Berth                             | 2 Berth | +1 Berth<br>for each<br>Additional |
| 5. Public institutional                                      | 10                                  | 50      | 50                                 |
| 6. Other uses not mentioned                                  | As determined by the Planning Board |         |                                    |

Where the Planning Board determines the number of loading berths, the decision of said Board shall be based upon (1) the standard set forth herein for uses with similar characteristics, and (2) previous experience with similar uses.

Any land which is developed as a unit under single ownership and control shall be considered a single lot for the purpose of these loading requirements.

- b. *Location and access.* Said loading berths may be provided in the principal building or in any side or rear yards. No off-street loading berth shall be located in any front yard. Unobstructed access, at least 10 feet wide, to and from a street shall be provided. Such access may be combined with the access driveway to a parking lot, provided that said driveway has a minimum width of 25 feet. All loading berths shall be on the same lot as the use to which they are accessory, except as provided in Section 19-6.2(6)(d).
- No entrance or exit for any loading area shall be located within 50 feet of any street intersection.

Section  
19-6.3

Off-street  
storage of  
recreation  
vehicles and  
commercial  
vehicles

Off-street storage of recreation vehicles  
and commercial vehicles.

1. *Trailers, recreation vehicles and boats.* The outdoor storage and parking and use of a trailer or recreation vehicle by any person or persons is hereby prohibited in all districts, except that:
- a. Not more than one camping trailer or recreation vehicle per dwelling unit may be stored, but not used for any purpose, on a lot in any residence district, provided that such lot is occupied by a dwelling, and provided further that such trailer or recreation vehicle is not stored in the front yard. If stored in a side or rear yard, said trailer or recreation vehicle shall be screened from view from adjoining properties by a fence or landscape screen of at least six feet in height.
  - b. Not more than one boat per dwelling unit may be stored on a lot in any residence district, provided that such lot is occupied by a dwelling, and provided further that such boat is not stored in the front yard. If stored in a rear or side yard, said boat shall be screened from view from adjoining properties by a fence or landscape screen of at least six feet in height.

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**Section  
19-6.4**  
Signs

- c. Where a building permit has been issued for the construction or alteration of a building, the Building Inspector may issue a temporary permit for one or more trailers, for a period not to exceed one year. The number of trailers shall be limited to that which the Building Inspector shall deem to be necessary in each case. Said temporary permit may be extended for additional successive periods of six months each, if the Building Inspector finds that construction has been diligently pursued and that justifiable circumstances require such an extension.
  - d. During the period immediately following an emergency or disaster, the Building Inspector may issue a temporary permit for one or more trailers for a period not to exceed one year. The number of such trailers shall be limited to one per affected household or business, unless additional temporary trailers are authorized by the Planning Board as a special permit. Said temporary permit may be extended for additional successive periods of six months each, if the Building Inspector finds that construction has been diligently pursued and that justifiable circumstances require such an extension.
2. Storage of commercial vehicles in residential districts. The outdoor storage of a commercial vehicle for more than two nights in an RNA, RNB, or PRD District is prohibited.

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## Signs.

1. Purpose. The purpose of this section is to regulate existing and proposed signs in order to:
  - a. Protect property values;
  - b. Create a more attractive economic and business climate;
  - c. Enhance and protect Poughkeepsie's physical appearance and environment;
  - d. Preserve the historic and architectural heritage of the City;
  - e. Reduce sign or advertising distractions and obstructions that may contribute to traffic accidents;
  - f. Reduce hazards that may be caused by signs overhanging or projecting over public rights-of-way; and
  - g. Provide reasonable conditions for advertising.
2. Permit requirements. Unless otherwise provided in this chapter, a permit must be obtained before any sign can be erected, structurally altered, enlarged, or relocated.
  - a. Application. Applications for sign permits shall be made available through the Planning Department and shall be completed in full before submission. The application shall include:
    1. *A scaled color rendering of the sign which shows content, color, and typography.*
    2. *A description of the material of which the sign will be made.*
    3. *A description of proposed lighting, if any.*

4. *If not a freestanding sign, a dimensioned elevation of the building that shows the scale and placement of the sign.*
  5. *If a freestanding sign, a plot plan of the property that shows sign placement and distance to the property line.*
  6. *Any other information which the Planning Department or Planning Board may deem necessary in order to visualize the proposed sign.*
  7. *If illuminated, a certification or statement from the lighting or sign manufacturer stating that footcandles and/or nits will not exceed regulations as described in Section 19-6.4(7)(c) of this chapter.*
- b. Approval.
1. *The Planning Department shall review the proposed sign(s) with respect to the requirements of this chapter. Signs shall either be administratively approved by the Planning Department or forwarded to the Planning Board for approval, in accordance with "Permitted Signs by District."*
    - a. *Due to an increased potential for impacts to the surrounding community, the following signs shall be reviewed and approved by the Planning Board. Administrative approval is not permitted.*
      - i. *Three-dimensional signs;*
      - ii. *Marquee signs;*
      - iii. *Signs with neon lighting; and*
      - iv. *Electronic message display signs.*
    - b. *All other permitted sign types that meet the requirements specified within this chapter shall be administratively approved, or approved with conditions, by the Planning Department within 15 working days, and a permit shall be issued.*
  2. *If, upon review, it is determined that the proposed signage does not comply with the requirements specified within this chapter, the Planning Department shall notify the applicant within 15 working days of receipt of the application. The applicant may either revise and resubmit the application to the Planning Department or, upon receipt of a denial letter, appeal to the Zoning Board of Appeals for relief from the code.*
  3. *After approval, and after all conditions (if any) have been satisfied, the applicant shall be granted a sign permit. Failure to erect the sign within one year of approval shall cause the approval to become null and void.*
3. Exempt signs. The following signs do not require a permit, provided they meet the requirements specified. Signs which exceed the requirements shall not be considered exempt from these regulations:
- a. *Signs required by duly constituted governmental bodies and their agencies.*
  - b. *Flags or emblems of government, political, civic, charitable,*

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- educational, religious, fraternal or similar organization, which are hung on a flagpole or mast.
  - c. Noncommercial signs.
  - d. Signs mandated by E911 address requirements that are no more than 12 inches high and 18 inches wide.
  - e. Nameplates with a maximum area of two square feet.
  - f. Bulletin boards, kiosks and similar sign structures used for the posting of flyers, posters and notices. Signs shall not equal a total area greater than 16 square feet.
  - g. Signs not visible from outside the lot upon which they are situated.
4. Prohibited signs. In order to protect the aesthetic and historic quality of the City of Poughkeepsie and to reduce the risk of accidents due to visual distractions, the following signs are prohibited within the City:
- a. Billboard and off-premises signs.
  - b. Inflatable signs.
  - c. Pennants/streamers.
  - d. Roof signs.
  - e. Vehicular signs.
  - f. Television display signs.
  - g. Signs attached to a tree, utility pole, or otherwise affixed to anything other than an approved sign support structure.
  - h. Signs containing reflective materials.
  - i. Signs that obstruct the public way or obstruct the view of traffic.
  - j. Signs that obstruct the view of another sign on an adjacent property.
5. Temporary signs.
- a. Temporary signs do not require the formal issuance of a permit, but the date of erection of a temporary sign must be written in indelible ink on the lower right hand corner of the sign.
  - b. Temporary signs allowed at any time:
    - 1. *A property owner or lessee may place one sign with a sign face no larger than two square feet on the property at any time.*
    - 2. *A property owner or lessee may place a sign no larger than 8.5 inches by 11 inches in one window on the property at any time.*
  - c. One temporary sign per 0.25 acre of land may be located on a property for a period of 30 days prior to an election involving candidates for a federal, state or local office per issue and per candidate. Where the size of the property is smaller than 0.25 acre, one sign may be posted on the property for each principal building lawfully existing on the property.
  - d. One temporary sign may be located on a property when that property is being offered for sale. Said sign shall be removed not more than 15 days following the date on which a contract of

sale has been executed.

- e. One temporary sign per year may be located on a property up to 30 days prior to the owner or lessee opening the property to the public. These 30 days shall be consecutive. The sign shall be removed within 24 hours following the conclusion of the event.
- f. One temporary sign may be located on a commercial property on a day when the owner is opening the property to the public, provided that the owner may not use this type of sign for more than 14 days in a year and the days shall be consecutive.
- g. The City of Poughkeepsie ("the City") or the property owner may confiscate signs installed in violation of this section. Neither the City nor the property owner is responsible for notifying sign owners of confiscation of an illegal sign.

6. Permitted signs by district.

- a. Signs shall only be permitted in the districts specified in the following summary table:

| Permitted Signs by District                                    |           |          |          |                   |                  |       |       |           |    |    |
|----------------------------------------------------------------|-----------|----------|----------|-------------------|------------------|-------|-------|-----------|----|----|
|                                                                | Districts |          |          |                   |                  |       |       |           |    |    |
| Sign Type                                                      | RNA       | RNB      | RNC      | RND<br>RC3<br>RC5 | MU3<br>MU5<br>WG | PID-A | PID-B | W<br>WTOD | IM | CD |
| Awning                                                         |           |          | D        | D                 | D                | D     | D     | D         | D  | D  |
| Canopy                                                         |           |          |          | D                 | D                | D     | D     | D         | D  | D  |
| Changeable<br>Copy                                             | *D        | *D       | *D       | *D                | D                |       | D     |           | D  |    |
| Free-<br>standing                                              | <b>D</b>  | <b>D</b> | <b>D</b> | <b>D</b>          | D                |       |       | D         | D  | D  |
| Marquee                                                        |           |          |          |                   |                  |       |       | PB        |    |    |
| Projecting                                                     |           |          |          | D                 | D                | D     | D     | D         | D  | D  |
| Three-<br>Dimensional                                          |           |          |          |                   | PB               | PB    | PB    | PB        | PB | PB |
| Vertical<br>Blade                                              |           |          |          | D                 | D                | D     | D     | D         | D  |    |
| Wall                                                           |           |          |          |                   | D                | D     | D     | D         | D  | D  |
| Window                                                         |           |          |          |                   | D                | D     | D     | D         | D  | D  |
| Sign features as part of the above sign types                  |           |          |          |                   |                  |       |       |           |    |    |
| Neon                                                           |           |          |          |                   | PB               | PB    | PB    | PB        | PB |    |
| Electronic<br>Message<br>Display                               |           |          |          |                   | PB               | PB    | PB    | PB        | PB | PB |
| NOTES:                                                         |           |          |          |                   |                  |       |       |           |    |    |
| *Only permitted on government, school, or religious property.  |           |          |          |                   |                  |       |       |           |    |    |
| Bolded text indicates that reduced dimensional standards apply |           |          |          |                   |                  |       |       |           |    |    |



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| Permitted Signs by District                                                                                                         |           |     |     |                   |                  |       |       |           |    |    |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|-----|-------------------|------------------|-------|-------|-----------|----|----|
| Sign Type                                                                                                                           | Districts |     |     |                   |                  |       |       |           |    |    |
|                                                                                                                                     | RNA       | RNB | RNC | RND<br>RC3<br>RC5 | MU3<br>MU5<br>WG | PID-A | PID-B | W<br>WTOD | IM | CD |
| D = Administrative approval from the Planning Department is permitted if the sign adheres to applicable sign ordinance regulations. |           |     |     |                   |                  |       |       |           |    |    |
| PB = Approval required from the Planning Board.                                                                                     |           |     |     |                   |                  |       |       |           |    |    |

- b. Additional location standards.
  1. *There shall be no more than one freestanding or one electronic message sign permitted for any one site. Consideration of additional signage may be had, when necessary or appropriate, for sites with multiple street frontages.*
  2. *There shall be no more than one wall sign, one projecting sign, one vertical blade sign, or one marquee sign permitted for any one business on any one side of a building adjacent to a street.*
7. General sign regulations. The following general sign regulations shall apply to all districts:
  - a. Signs are not permitted as the principal use of a lot.
  - b. Design standards. In reviewing an application for a sign permit, the following design standards shall be considered:
    1. *Signs shall be designed to complement the building's architecture rather than detract from it.*
    2. *Colors and materials which are discordant with the general character of the adjacent area shall be avoided. High-quality materials are strongly encouraged. DayGlo™ colors are strongly discouraged.*
    3. *Signs shall be as small as practicable.*
    4. *Signs shall be easily legible.*
    5. *Signs shall have a minimum of information in order to avoid clutter and confusion. Extraneous information, phone numbers, and web addresses are discouraged.*
    6. *Freestanding signs should be integrated with site landscaping where appropriate.*
    7. *Sign materials shall be durable, requiring little maintenance, and properly maintained at all times.*
    8. *Signs within pedestrian-oriented shopping districts should be located and sized to be viewed by people on foot rather than drivers.*
  - c. Lighting and illumination standards.
    1. *Signs illumination.*
      - a. Signs may be illuminated, with the following exceptions:
        - i. *Awning and canopy signs shall not be illuminated.*

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- ii. No signs shall be internally, halo or back-lit illuminated in any residential district.
  - b. Except for specially permitted electronic message displays, and the regulations that apply thereto, any illuminated sign or lighting device shall employ only lights emitting a light of constant intensity. No flashing, intermittent, rotating, or moving lights shall be permitted.
  - c. Light sources to illuminate signs shall neither be visible from any street right-of-way, nor cause glare hazardous or distracting to pedestrians, vehicle drivers, or adjacent properties.
  - d. Signs that have external illumination shall be down-lit and shall have lighting fixtures or luminaires that are fully shielded.
  - e. No more than 0.2 footcandle of light shall be detectable at the boundary of any abutting nonresidential property. No light shall be detectable at the boundary of any residential property.
  - f. All lights shall be kept in working condition or immediately repaired or replaced.
  - g. Hours of operation:
    - i. Signs on nonresidential properties may be illuminated from 5:00 a.m. until 11:00 p.m., or 1/2 hour past the close of business of the facility being identified or advertised, whichever is later. A business or facility that is open 24 hours a day is not required to turn off its sign(s).
    - ii. Signs shall provide an automatic timer to comply with the intent of this section.
2. *Types of illumination. Where permitted, illumination may be:*
- a. Externally illuminated signs are subject to the following regulations:
    - i. External illumination shall be by a steady, stationary light source, shielded and directed solely at the sign from a down-lit position. The light source must be static in color and intensity.
  - b. Internally illuminated signs, where permitted, are subject to the following regulations:
    - i. Internal illumination, including neon lighting, must be static in intensity and color.
    - ii. In order to reduce light pollution and to contribute to readability, internally illuminated signs shall have dark backgrounds with light lettering.
  - c. Halo or back-lit signs are subject to the following requirements:
    - i. The light source shall be static in color and

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- intensity.
    - ii. The background surface that the light shines on shall not be reflective.
    - iii. The background surface shall be of dark material.
  - 3. *Electronic message display (EMD): These signs are subject to the following brightness limits:*
    - a. Brightness. In order to limit light pollution, these signs are subject to the following regulations:
      - i. During daylight hours between sunrise and sunset, luminance of EMD signs shall be no greater than 5,000 nits.
      - ii. At all other times, luminance shall be no greater than 250 nits.
      - iii. Each sign must have a light-sensing device that will automatically adjust the brightness of the display as the natural ambient light conditions change to comply with the limits set here within.
    - b. Message duration:
      - i. With the exception of "time and temperature" messages, any electronic message shall be displayed for not less than 12 hours without change.
      - ii. All digital signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.
- 8. Standards by sign type. Upon issuance of a permit in accordance with this chapter, the following signs are permitted subject to the following requirements.
  - a. Awning sign.
    - 1. *The bottom of an awning shall be a minimum of seven feet or a maximum of nine feet above the sidewalk and shall not extend into any access driveways intended for service or emergency vehicles.*
    - 2. *The lettering on an awning sign shall not exceed 60% of the awning width, nor a maximum width of 10 feet. Lettering height shall not exceed 12 inches.*
    - 3. *No more than three colors are permitted per awning sign.*
    - 4. *No more than five words are permitted per awning sign.*
  - b. Canopy sign.
    - 1. *The bottom of a canopy shall be a minimum of seven feet or a maximum of nine feet above the sidewalk. A clear walkway with a minimum width of eight feet shall be provided beneath each canopy.*
    - 2. *The lettering on a canopy sign shall not exceed eight feet in width nor 18 inches in height.*

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3. *No more than three colors are permitted per canopy sign.*
4. *No more than five words are permitted per canopy sign.*
- c. *Changeable copy sign.*
  1. *Changeable copy signs shall be located a minimum of five feet from the property line.*
  2. *The dimensions of a changeable copy sign shall not exceed five feet in width nor four feet in height.*
  3. *No more than three colors are permitted per changeable copy sign.*
  4. *No more than five permanent words are permitted per sign face per changeable copy sign. No more than 20 changeable words are permitted per face per changeable copy sign.*
- d. *Freestanding sign.*
  1. *Freestanding signs shall be located in a front yard and a minimum of five feet from the front property line.*
  2. *Within nonresidential zoning districts, a freestanding sign shall not exceed a maximum dimension of six feet in height or width, nor a maximum area of 36 square feet per sign face. Within permitted residential districts, a freestanding sign shall not exceed a maximum dimension of three feet in height or width, nor a maximum area of six square feet per sign face. Maximum height, including sign face and base, shall not exceed eight feet in nonresidential and five feet in residential districts.*
  3. *No more than three colors are permitted per freestanding sign.*
  4. *No more than five words are permitted per face per freestanding sign.*
- e. *Marquee sign.*
  1. *Signs shall not be permitted on any marquee, other than signs built into and forming a part of the marquee itself. The base of a marquee sign shall be a minimum of 10 feet above the sidewalk. No portion of a marquee shall extend vertically above the eaveline.*
  2. *A marquee sign shall not exceed a height of three feet or total area greater than 30% of the marquee facade.*
  3. *No more than five colors are permitted per marquee sign.*
  4. *No more than 20 words are permitted per each marquee sign face.*
- f. *Projecting sign.*
  1. *A projecting sign shall be affixed to the facade of the ground floor level. No portion of the projecting sign shall project higher than the bottom sill of second-story windows. The base of a projecting sign shall be a minimum of eight feet or a maximum of 10 feet above the sidewalk and shall not extend into any access driveways intended for service or emergency vehicles.*
  2. *Projecting signs shall not exceed six square feet in area per*

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*face nor exceed 12 inches from sign face to sign face. No portion of the sign shall extend more than three feet from the building.*

3. *No more than three colors are permitted per projecting sign.*
4. *No more than five words are permitted per face per projecting sign.*
- g. Three-dimensional sign.
  1. *A three-dimensional sign shall be affixed to the facade of the ground floor level. No portion of the sign shall project higher than the bottom sill of second-story windows. The base of a three-dimensional sign shall be a minimum of eight feet or a maximum of 10 feet above the sidewalk and shall not extend into any access driveways intended for service or emergency vehicles.*
  2. *A three-dimensional sign shall not extend more than three feet from a building wall nor encompass a space more than six square feet when viewed from any angle.*
  3. *No more than three colors are permitted per three-dimensional sign.*
  4. *No more than five words are permitted per each three sign face.*
- h. Vertical blade sign.
  1. *The base of a vertical blade sign shall be a minimum of eight feet or a maximum of 10 feet above the sidewalk and shall not extend into any access driveways intended for service or emergency vehicles. Unlike a projecting sign, a vertical blade sign may extend beyond the bottom sill of windows on the second story.*
  2. *The vertical dimension of a blade sign shall be proportional to the building height, but shall not exceed 2/3 of the building height. No portion of the sign shall extend more than three feet from the building. The thickness of a blade sign shall not exceed 12 inches from sign face to sign face.*
  3. *No more than three colors are permitted per vertical blade sign.*
  4. *No more than three words are permitted per vertical blade sign.*
- i. Wall sign.
  1. *The bottom of a wall sign shall be a minimum of eight feet or a maximum of 12 feet above the sidewalk.*
  2. *Wall signs shall not exceed a height of three feet and shall not exceed an area in square feet equal to one times the length of the frontage, up to a maximum of 60 square feet. For one-story buildings, a wall sign shall not extend higher than the top of the cornice line. For buildings of two stories or more, a wall sign shall not extend above the bottom sill of windows on the second story.*
  3. *No more than three colors are permitted per wall sign.*

4. *No more than five words are permitted per wall sign.*
- j. Window sign.
  1. *Window signs shall only be permitted on the first floor of street-facing facades, and should be located in such a way that does not unnecessarily detract from pedestrian visibility into buildings.*
  2. *A window sign shall not exceed a maximum of 30% of total glass area.*
  3. *No more than five colors are permitted per window sign.*
  4. *No more than 10 words are permitted per window sign.*
9. Nonconforming signs. A nonconforming sign shall not be structurally altered or substantively changed. The relettering or painting of such signs shall be permitted, but any such sign, once removed for purposes other than relettering or painting, shall be deemed permanently removed and may be replaced only in accordance with the provisions of this chapter.
10. Substitution clause. Any sign authorized pursuant to this chapter may contain a noncommercial message in lieu of other copy.
11. All signs shall be maintained in original condition.
12. Nonfunctioning lights associated with signs shall be repaired or replaced immediately.
13. Signs that are not safe shall be removed.
14. Enforcement. Enforcement of the provisions of this section shall be in accordance with the provisions of 19-7 of the Zoning Ordinance.
15. Severability. The provisions of this section are severable. The invalidity of any word, subsection, clause, phrase, paragraph, sentence, part or provision of this section shall not affect the validity of any other part of this section, which can be given effect without such invalid part or parts.
16. If any portion of this section is found to be in conflict with any other provision of any other local law or ordinance of the Code of the City of Poughkeepsie, the provision which establishes the more restrictive standard shall prevail.

## Section 19-6.5

### Landscaping, buffering, fences and walls

## Landscaping, buffering, fences and walls.

1. The regulations of this section are intended to:
  - a. Promote a healthy environment by providing shade, air purification, oxygen regeneration, groundwater recharge, stormwater runoff management, erosion control, and reductions in noise, glare and heat island effects; and
  - b. Provide visual buffering from streets, buffering of potentially incompatible land uses, and generally enhance the quality and appearance of the City; and
  - c. Encourage the preservation of existing trees and vegetation that offer environmental, aesthetic, habitat, sustainability, and economic benefits to the City and its citizens.
2. Applicability.
  - a. All portions of improved multifamily and nonresidential

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properties which are not used for buildings, structures, off-street parking and loading, permitted outdoor storage, driveways, walkways or similar purposes shall be appropriately landscaped with grass, shrubs, trees and other ground cover in such manner as to minimize erosion and stormwater runoff and to maintain or improve the aesthetics of such development.

3. Parking lot landscaping.

a. The interior of all parking lots containing 10 or more spaces shall be landscaped according to the provisions in this subsection.

1. *An area equal to at least 7 percent of the surface area occupied by vehicle parking spaces, inclusive of driving aisles and driveways necessary for access to and circulation among those spaces, shall be landscaped. Landscaping shall include a minimum of 1 tree island containing at least 80 square feet of land area, which shall include at least 1 medium shade tree or larger for every 20 parking spaces. Parking lot screening shall not be used to meet this 7 percent landscaping requirement.*

2. *The primary landscaping materials used in parking lots shall be trees, which provide shade or are capable of providing shade at maturity. Shrubbery, hedges and other planting materials may be used to complement the tree landscaping, but shall not be the sole means of landscaping. Effective use of earth berms and existing topography is also encouraged as a component of the landscaping plan.*

3. *Large and medium shade trees are recommended.*

4. *Minimize conflicts between plantings and pedestrian circulation, emergency vehicle access, light poles, signs and site utilities.*

5. *Landscaped berms shall be at least 10 ft. wide, a maximum of 3 ft. high, and include a maximum slope of 3:1.*

b. Alternative Parking Lot Landscaping

1. *As an alternative to traditional parking lot design, lots that use low-impact design (green infrastructure) techniques to slow water runoff, increase infiltration and improve water quality are permitted and encouraged. These parking lots must be properly designed, graded and planted utilizing industry "best management practices."*

4. Buffers

The provisions for buffers are intended to separate and shield negative impacts of adjacent land uses and shall be approved by the Planning Board.

a. A buffer strip 10 feet in width shall be provided upon all non-residentially zoned lots which abut a residentially zoned lot at the side or rear lot line. This buffer strip may be included within the required side or rear yard.

b. No parking area, building, or other structure or paved area except walks, walls or fences shall be permitted in any buffer strip.



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- c. No storage or display of goods shall be permitted in any buffer strip.
- d. Buffer strips shall include solid fencing and/or live, healthy vegetation of at least five feet in height.
- e. Each buffer strip shall be planted with at least 2 trees and/or shrubs every 10 linear feet. The remainder of each buffer strip shall be landscaped in grass, ground cover, other vegetation or a walk, wall or fence.
- f. The Planning Board shall require and approve buffers and screening as it determines to be necessary.

**5. Fences**

- a. Fences may be erected, installed or maintained in all districts, notwithstanding the yard requirements of this Chapter, in accordance with the provisions as follows.
- b. Any fence shall have its most pleasant or decorative side facing the adjoining lot with all posts being in the applicant's yard, unless such posts or supports are an integral part of the decorative design of the fence.
- c. Front yard fences. An open or solid fence not exceeding three feet in height, measured from sidewalk grade, shall be permitted within the front yard area. For the purposes of this section, the front yard area shall be deemed to be bounded by the front property line and the front building line of the principal building and the side property lines enclosing such front yard. Any yard which abuts a public street shall be subject to regulations for front yard fences.
- d. Side yard fences. An open or solid fence not exceeding six feet in height, measured from the natural grade along the line of installation, shall be permitted within the side yard areas. For the purposes of this section, the side yard areas shall be deemed to extend along a side property line to the nearest side of the principal building from the front building line of such principal building to the rear building line.
- e. Rear yard fences. An open or solid fence not exceeding six feet in height, measured from the natural grade along the line of installation, shall be permitted in the rear yard area at any point where such rear yard abuts the rear yard of an adjoining property. For the purposes of this article, the rear yard area shall be deemed to be bounded by the rear building line of the principal building and the rear property line and the side property lines enclosing such rear yard. In all other cases, an open or solid fence not exceeding six feet in height shall be permitted in the rear yard area.
- f. In no case shall barbed wire, spikes, chipped glass, electricity or similar materials or devices be used in conjunction with or as part of any fence.

**6. Plant Materials**

- a. All plants (including grass) shall be living plants (artificial plants are prohibited).
- b. Plants native to Upstate and Western New York are encouraged.



## Article 6

- c. All areas where landscaping is required, a minimum of 80 percent of the surface area shall be covered by living materials, rather than mulch, bark, gravel, or other non-living material.
- d. Deciduous trees shall be a minimum of one and one-half-inch caliper at the time of planting, and 8 feet in height at time of planting.
- e. Evergreen trees shall have a minimum height of 5 feet at time of planting.
- f. Due to heat and drought stress and vision clearances, ornamental and evergreen trees are not recommended.
- g. Upright shrubs to be planted shall be a minimum of 24 inches in height and spreading shrubs, deciduous or evergreen, shall be a minimum 15 inches in diameter.
- h. Planting beds may be mulched with shredded hardwood, granite chips, river rock or similar natural materials.
- i. All plant materials must be:
  - 1. *Normally developed and typically representative of species and/or variety stated;*
  - 2. *Stock well-branched and healthy; and*
  - 3. *In accordance with the American Association of Nurserymen's American Standard for Nursery Stock.*
- j. Diversity
  - 1. *If there are more than eight required trees, no more than 40 percent of them can be of one species.*
  - 2. *If there are more than 24 required trees, no more than 20 percent of them can be of one species.*
  - 3. *If there are more than 25 required shrubs, no more than 75 percent of them can be of one species.*
- k. Lawn Area (turf)
  - 1. *Grass areas shall be planted in species well adapted to localized growing conditions in Dutchess County. Grass areas may be sodded, plugged, sprigged, hydro-mulched, or seeded except that solid sod shall be used in swales or other areas subject to erosion.*
  - 2. *In areas where other than solid sod or grass seed is used, overseeding shall be sown for immediate effect and protection until coverage is otherwise achieved.*
  - 3. *Procure from new of the year seed crops, free of foreign material or weed seeds.*
  - 4. *Replacement or overseeding mixes shall match or compliment original installation.*
  - 5. *Provide continuous uniform and consistent coverage.*
- 7. Where the existing topography and/or existing landscaping provides adequate screening, the Planning Board may waive or modify the planting and/or landscape requirements of this Chapter.
- 8. All fences, trees, plantings, shrubbery or other screening required by direction of the Common Council, the Zoning Board of Appeals, the Planning Board or by this zoning chapter shall be maintained at

all times at least to the same quality required of said items at the time they were initially installed.

9. If, after 30 days' notice, such fences, trees, plantings, shrubbery or other screening are not erected, replaced, repaired or maintained by or on behalf of such owner, the Common Council may authorize the Department of Public Works to perform the necessary work and provide for the assessment of all costs and expenses so incurred by the city, in connection with any action taken as above, against the land on which such screening facilities are located. The costs and expenses so incurred shall be certified to the Tax Assessor and shall become a municipal lien against the property.

## Section 19-6.6

### Supplementary lot, yard and bulk regulations

## Supplementary lot, yard and bulk regulations.

1. Street access. No building shall be erected on a lot that does not have direct access to a public street or indirect access to a public street via a private street or way approved by the Planning Board. All buildings and structures shall be so located as to provide safe and convenient access for servicing, fire and police protection and off-street parking and/or loading.
2. Residential flag lots and accessways. Any flag lot occupied or to be occupied by a one-family dwelling shall have access thereto by means of an accessway, having a width of not less than 20 feet, serving only such lot. The area of the accessway shall not be included in determining the area of any lot. The front yard of any lot having access to a street by means of an accessway shall be the required front yard specified for the district in which the lot is located and shall be measured from the rear lot line of the front lot.
3. Side yards. For purposes-of side yard requirements, attached dwellings on adjacent lots may be considered one building, occupying one lot.
4. Corner lots. On a corner lot, one yard other than the front yards shall be deemed to be a rear yard and the other or others shall be deemed to be side yards.
5. Obstruction to vision at street intersections. At all street intersections in all districts requiring a front yard, no obstructions to vision exceeding 30 inches in height above curb level shall be erected or maintained on any lot within the triangle formed by the street lines of such lot and a line drawn between points along such street lines 20 feet distant from their point of intersection.

## Article 6

Section  
19-6.7

## Bonus Heights

6. Lots under water or subject to flooding. Not more than 10% of the minimum area requirement of a lot may be fulfilled by land which is under water or subject to periodic flooding. All minimum front, side and rear yard requirements shall be satisfied on dry land.
7. Through lots. On a through lot in any district, front yard setbacks and frontage occupancy requirements shall be met on both street frontages.

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## Bonus Heights.

1. In order to encourage superior design, sustainable land use, and inclusive development, an incentive of additional stories/height as described below is offered to applicants of housing developments in the MU3, MU5, PID-A, and PID-B districts if their buildings incorporate any one of the following features.
  - a. **20% Affordable Housing** - In the PID-B District only. Three additional stories may be added to the permitted base building height for developments that include 20% or more of the total units as affordable housing. Fifty percent of the affordable units shall be priced to be affordable at 60% to 80% of Dutchess County AMI, and 50% of the affordable units shall be priced to be affordable at 80% to 100% of Dutchess County AMI.
  - b. **10% Affordable Housing** - Two additional stories in the MU-5, PID-A, and PID-B Districts and one additional story/height in the MU3 District may be added to the permitted base building height for developments that include more than 10% of units as affordable housing with 50% of the affordable units priced to be affordable at 60% to 80% of Dutchess County AMI and 50% of the affordable units priced to be affordable at 80% to 100% of Dutchess County AMI.
  - c. **Green Building Practices.** Two additional stories in the MU-5, PID-A, and PID-B Districts and one additional story/height in the MU3 District may be added to the permitted base building height for that building receiving Gold or Platinum certification through LEED Building and/or Neighborhood Development Rating System. If not LEED certified, the applicant is required to demonstrate, through submission of plans, details and certifications by accredited green building/architectural professionals, that the proposed site and building techniques are of similar or greater value in terms of water use, energy efficiency, stormwater management, and carbon emissions, as LEED Gold or Platinum certification. The applicant and the applicant's LEED-certified professional shall work in concert with City staff to identify the LEED rating system to be used to guide the development and advise the Planning Board accordingly.

Maximum cumulative bonuses shall not exceed the height maximums as indicated in Article 3. The LEED certification must be the same building receiving the height bonus.

**Section  
19-6.8****Exceptions and  
modifications**

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**Exceptions and modifications.**

1. The height limitations of this Chapter shall not apply to:
  - a. Spires, belfries, cupolas and domes not for human occupancy; monuments, transmission towers, chimneys, derricks, conveyors, flagpoles, radio towers, television towers and television aerials, provided that any television or radio aerial shall not be located nearer than a distance equal to its height above the roof or other permanent structure to which it is attached to any overhead electric transmission line carrying more than 220 volts.
  - b. Bulkheads, elevator penthouses, observation towers, monitors, fire towers, hose towers, cooling towers, water towers, grain elevators or other structures where a manufacturing process requires greater height, provided that any such structures that are located on any roof and that exceed in height the limits in the particular district shall not in the aggregate occupy more than 20% of the horizontal area of the roof and are set back one foot from the edge of the roof for each additional foot in height greater than the specified height.
  - c. All mechanical equipment necessary to operate building services, which equipment is located on the roof of a structure, shall be screened in a manner approved by the Planning Board.
2. Fences and walls. Except as provided in Section 19-6.5(5), on corner lots and except as otherwise provided hereinafter, fences and walls not exceeding 6 feet in height may be erected or hedges maintained and planted on any lot line. No such fence, wall or ledge shall be permitted nearer than 5 feet to any wall or an adjoining building that contains legal windows. All walls and fences shall be substantially constructed and shall meet with the approval of the Building Inspector with respect to public safety. No hedges shall overhang the public street or sidewalk in such a manner as to interfere with pedestrian or vehicular traffic.
3. Projecting parts of buildings. No cornice, eaves, sign, sill, belt course or similar projection shall extend more than six inches into any required yard, unless such obstruction is more than 10 feet above grade at all points, and even then it may not project more than 24 inches into a required yard. No covered porches, balconies, fire escapes or outside stairways shall encroach on any required yard or court. The provisions of this subsection shall not apply to uncovered terraces or porches with a floor level no higher than the building entrance.
4. Erection of more than one principal structure on a lot. In any district where more than one principal structure is erected on any lot, the distance between such structures shall not be less than two times the dimensions of the required side yards, unless otherwise specified.

**Article 7**



**ARTICLE 7:  
NONCONFORMING  
USES AND  
NONCOMPLYING  
BUILDINGS**





**Article 7****Section  
19-7.1****Nonconforming  
uses****Nonconforming uses.**

1. The following provisions shall apply to all uses existing on the effective date of this chapter which do not conform to the requirements set forth in this chapter, to all uses that become nonconforming by reason of any subsequent amendment to this chapter and to all buildings containing such uses. Except as provided hereinafter, nonconforming use of buildings or open land, regardless of change of title, possession or occupancy or right thereof, may be continued indefinitely, except that such building or use:
  - a. Shall not be enlarged, altered, extended, reconstructed or restored, or method of operation changed in any way, including, but not limited to, an increase in hours of operation, except as provided elsewhere in this section, nor shall it be or placed on a different portion of the lot or parcel of land occupied by such use on the effective date of this chapter, nor shall any external evidence of such use be increased by any means whatsoever.
  - b. Shall not be moved to another location where such use would be nonconforming.
  - c. Shall not be changed to another nonconforming use without approval by the Zoning Board of Appeals, and then only to a use which, in the opinion of said Board is of the same or of a more restricted nature. Same or more restrictive nature shall include characteristics such as parking requirements, lot area and other bulk requirements, deliveries, hours of operations, etc. No building or land changed to a more restricted nonconforming use shall be changed back to a less restrictive use.
  - d. Shall not be reestablished or changed to another nonconforming use if such use has been discontinued for any reason whatsoever for a period of one year. Intent to resume a nonconforming use shall not confer the right to do so.
  - e. Shall not be reestablished if such use has been changed to or replaced by a conforming use.
  - f. Shall not be restored for other than a conforming use after damage for any reason exceeding 75% of its market value. If the restoration of a building whose damage does not exceed 75% of its market value is not completed within a one-year period, the nonconforming use of such building shall be deemed to have been discontinued.
2. In order to implement the provisions of Section 19-7.1(1)(d) above, it shall be necessary for a property owner or tenant with a legal nonconforming use to secure a certificate of legal nonconformity in accordance with Section 19-9.7 of this chapter and to surrender such certificate to the Building Inspector at the time that a nonconforming use is discontinued.

3. Upon a finding by the Planning Board that a proposed remodeling of a nonconforming building, including the improvement of its exterior appearance and of its grounds, would result in enhancing the compatibility of such building with its surroundings, said Board may authorize the issuance of the necessary permits. For purposes of this section, the term "remodeling" may include enlargement of the building to an extent not exceeding 25% of its area on the effective date of this chapter, provided that the Board shall find that such expansion will not diminish the compatibility of said building with the existing or potential use of immediately adjacent properties.

### Section 19-7.2

#### Noncomplying buildings

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## Noncomplying buildings.

In order to avoid the necessity to go to the Board of Appeals where there is a conforming use in a noncomplying building, nothing in this article shall be deemed to prevent the reconstruction or enlargement of a noncomplying building containing a conforming use, provided that such action does not create any new noncompliance or increase the degree of noncompliance with regard to the regulations pertaining to such buildings. For the purposes of this section, reconstruction must begin within one (1) year of the demolition or destruction of this building.

### Section 19-7.3

#### Repairs and maintenance

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## Repairs and maintenance.

Notwithstanding any of the foregoing regulations, nothing in this article shall be deemed to prevent normal maintenance and repair of any building or the carrying out upon the issuance of a building permit of major structural alterations or demolitions necessary in the interest of public safety.

### Section 19-7.4

#### Violations

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## Violations.

No site plan approval shall be issued for any use or new construction where there is on the subject property an existing violation of any chapter of the City of Poughkeepsie Code or the New York State Building Code.

Further, upon written report or receipt of a notice of violation or order to cease and desist from the Zoning Administrator and/or Building Inspector, the Planning Board and/or Zoning Board of Appeals shall not review, hold public meetings or public hearings, or take action regarding an application for site plan approval until notified by the Zoning Administrator and/or Building Inspector that such violation has been cured or ceased by the applicant.

However, the Planning Board and/or Zoning Board of Appeals may, upon written recommendation of the Zoning Administrator and/or Building Inspector, review and act on an application involving property for which there is a violation where such application is a plan to cure the violation and bring the property or use the property into compliance with the City Code.



**Article 8**



**ARTICLE 8:  
SITE PLAN AND  
SPECIAL PERMITS**



## Article 8

Section  
19-8.1Site Development  
Plan Review

## Site Development Plan Review.

In all districts, site development plan (referred to hereinafter as site plan) approval by the Planning Board shall be required for:

- a. The erection or enlargement of all buildings in all districts other than one and two family residences, except as part of a subdivision and except as provided hereinafter or uses accessory thereto.
- b. All uses of vacant land other than uses customarily accessory to one and two family houses.
- c. Any change in use or intensity of use which will affect the characteristics of the site in terms of parking, loading, access, drainage or utilities.
- d. Any plan to alter a building facade in any area designated by the Common Council as a landmark or a special historical, architectural or design improvement district, or which will be visible from the Hudson River, the Dutchess County Rail Trail or the Walkway Over the Hudson, public school or public park. A facade review is not necessarily subject to all of the criteria required for site plan review. A presubmission conference to determine required information is mandatory.
- e. Any application for a special use permit and any use or structure in a flood hazard area.
- f. Any amendment of a previously approved plan shall also require approval of the amendment by the Planning Board unless said amendment does not affect any aspect of the original approval. Following a presubmission conference, staff may determine that the review may be limited to the amendment itself.
- g. Adaptive reuse of existing buildings: Where an existing building, whether currently vacant or occupied, is proposed to be utilized for a purpose other than its original intended use, and no expansion of the building is proposed (horizontally or vertically), the proposed use shall not be subject to site plan review by the Planning Board, but shall otherwise be subject to review by the staff of the Development Department (Planning, Zoning and Building) as outlined herein, with circulation to all internal departments. Staff may approve said reuse, subject to all comments and conditions set forth, following the same basic procedures as the Planning Board.
- h. No building permit may be issued for any building within the purview of this section until the original or amended site plan is approved by the Planning Board. No certificate of occupancy may be issued for any building or use of land within the purview of this section unless the Planning Board or its designee certifies that all applicable conditions of the approved original or amended site plan have been complied with.

1. Objectives.

In reviewing site plans, consideration shall be given to the public health, safety and welfare; the comfort and convenience of the public in general or the residents or users of the proposed development and of the immediate neighborhood in particular. Appropriate conditions and safeguards as may be required

to further the expressed intent of this Chapter and the accomplishment of the following objectives in particular:

- a. That the site plan is in conformance with such relevant portions of the Comprehensive Plan of the city that may be in existence.
- b. That the design of all structures is compatible with that of surrounding structures. Compatibility shall be determined by a review of proposed use of materials, scale, mass, height, color, texture and location of the structure or structures on the site.
- c. That all proposed traffic accessways are adequate but not excessive in number; adequate in width, grade, alignment and visibility; not located too near street corners or other places of public assembly; and other similar safety considerations.
- d. That adequate off-street parking and loading spaces are provided to prevent parking in public streets of vehicles of any persons connected with or visiting the use and that the interior circulation system is adequate to provide safe accessibility to all required off-street parking lots, loading bays and building services.
- e. That all playground, parking and service areas are reasonably screened at all seasons of the year from the view of adjacent residential lots and streets and that the general landscaping of the site is such as to enhance the character of the city and is in character with that generally prevailing in the neighborhood.
- f. That all existing trees over eight inches in diameter, measured three feet above the base of the trunk, shall be retained to the maximum extent possible.
- g. That all plazas and other paved areas intended for use by pedestrians use decorative pavements and plant materials so as to prevent the creation of vast expanses of pavement.
- h. That all outdoor lighting is of such nature and so arranged as to preclude the diffusion of glare onto adjoining properties and streets.
- i. That the drainage system and the internal water and sewer systems are adequate and that all connection to city systems are in accordance with city standards.
- j. That the site plan and building design accommodate the needs of the handicapped and are in conformance with the state standards for construction concerning the handicapped.
- k. That the site plan and building design maximize the conservation of energy.
- l. Site plans should consider site topography and reduce to the extent practicable unnecessary cutting and regrading of the site.
- m. Consideration should be given to creating useable and accessible open space.
- n. Site plans should consider connectivity between adjacent sites, parking areas, and the public realm.

2. Procedures.

- a. Prior to the submission of a formal site plan, a presubmission conference may be held at the applicant's request wherein the applicant shall meet in person with the DPD or his designated

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representative and/or the Zoning Administrator to discuss the proposed site plan so that the necessary subsequent steps may be undertaken with a clear understanding of the city's requirements in matters relating to the development of the site. At this time the Director of Planning and Development may indicate those items outlined in Section 19-8.1(4) that may be waived upon confirmation of the Planning Board. The procedures under the environmental quality review, Section 19-5.15 of this Chapter, may be initiated at this time.

- b. Following the presubmission conference or even if no conference was requested, the applicant may submit the site plan and any related information to the Zoning Administrator or his designee in as many copies, not to exceed 10 as the Zoning Administrator or his designee may specify. The site plan shall be accompanied by a fee in accordance with the schedule of fees of the City of Poughkeepsie.
- c. The Zoning Administrator or his designee shall certify on each original or amended site plan whether or not the application is complete in accordance with Section 19-8.1(4) and whether the plan meets the requirements of all the provisions of this Chapter other than those of this section regarding site plan review. The Zoning Administrator shall act to certify the application or return it to the applicant for completion or revision within 30 calendar days of submission by the applicant to the Zoning Administrator or his designee.
- d. Following certification by the Zoning Administrator, the application shall be forwarded to the Planning Board within five working days. Such referral shall be accompanied by the Zoning Administrator's documentation that the application is complete. The official submission date shall be the date of the first regular Planning Board meeting that the item appears on an agenda.
- e. Simultaneously with its submission to the Planning Board, the certified application shall be forwarded to the City Engineer, Chief of Police, Fire Chief, Director of Public Works and Plumbing Inspector for purposes of review by these department heads (or their duly authorized representative) and eventually for their signature on the original Mylar once they are satisfied with the plans. Further, the plan shall be circulated where required to the County Planning Board, County Highway Department, County Planning Department and any other agency that the Zoning Administrator and the DPD deem appropriate.
- f. The Planning Board may hold a public hearing on the site plan if it determines that the matter is of wide public interest. If such a hearing is held, it shall be held within 45 days of the official submission date of the application and notice shall be given at least five days prior to the date of such hearing by publication in the official city newspaper.
- g. The Planning Board shall act to approve or approve with conditions or disapprove any such site plan within 45 days after the public hearing or, if no hearing is held, within 45 days of the official submission date; provided, however, that the time within which the Planning Board must render its decision may be extended by mutual consent of the

applicant and the Planning Board. Disapproval or conditional approval by the Planning Board shall include written findings which identify those site plan elements found contrary to the provision or intent of this Chapter, and such findings shall state the reasons for disapproval or conditional approval. In reviewing the application, the Planning Board shall consider the recommendations of the planning department as to whether a proposed plan will conform to the intent and requirements of this Chapter and/or what revisions are appropriate.

- h. Amendments to a previously approved site plan shall be acted upon in the same manner as the original site plan.
- i. Following approval of the site plan by the Planning Board, the applicant or the applicant's contractor shall file with the Commissioner of Finance a performance bond to cover the full cost of the required improvements in an amount set by the Planning Board upon advice of the City Engineer. If the value of improvements is less than \$30,000, the Planning Board may waive the bonding requirements. Said bonds shall be in form satisfactory to the Corporation Counsel of the City of Poughkeepsie and may be in cash or in the form of surety company bonds or in the form of an irrevocable letter of credit from an issuer and in form satisfactory to the Corporation Counsel; and, if a surety company bond, shall be in the amount of 100% of the estimated cost; or if a cash bond or an irrevocable letter of credit, 50% of the estimated cost, as certified by the City Engineer. In estimating the costs, the City Engineer shall consider the proposed screening and landscaping, including planting and maintenance thereof for a minimum of one year and a maximum of three years at the discretion of the Planning Board; stormwater drainage system; public and private streets and drives; water and sanitary sewer systems, outdoor lighting and off-street parking areas; loading areas; means of vehicular access and egress to and from the site onto public streets; recreation areas, including playgrounds; garbage collection stations; fire alarm system (if any); and any other improvements, which in the opinion of the City Engineer affect the proper functioning of the site. Said bond and release of said bond shall be conditioned upon the property owner or developer completing said work enumerated herein and set forth on the approved site plan in a manner satisfactory to the Building Inspector of the City of Poughkeepsie and upon the proper functioning of said systems for a period of one year from their completion. In default thereof, said bond or deposit shall be forfeited, to the extent and in the amount of 150% of the estimated cost for completing, repairing or replacing the work which has not been completed or which has not properly functioned, and the city shall use the amount thereof to complete any incomplete portion of said work or to make sure repairs as are necessary to assure proper functioning of said improvements; provided, however, that if any amount of money remains after the city has completed said work, such excess money will be returned to the surety or the person putting up the required deposit. The installation of all improvements shall be under the direct supervision of a registered architect or professional engineer.
- j. Notwithstanding the foregoing, this subsection shall apply to those site plans which have been approved by the Planning Board and which contain the following elements:



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1. The site plan calls for a public or private road to be constructed on the premises;
2. The site plan calls for improvements to be performed in phases;
3. The first phase of said improvements encompasses less than 50% of the land area of the entire site. In such cases, the Planning Board, shall permit the applicants to file a performance bond to cover the cost of the first phase of the required improvements, rather than the full cost of all improvements on the entire site, as would be required under Subsection (2)(i) above. Any subsequent phase improvements to the site shall also qualify for treatment under this subsection, provided that said phase improvements are to be performed over the remaining area of the premises which are subject to the site plan. All phase improvements and all bonds to be filed to cover such phase improvements shall obligate the applicant to construct and/or install at its expense, at each phase, the following improvements on the portion or portions of the site then being developed:
  - a. Street base and paving.
  - b. Concrete curb and gutters.
  - c. Water mains, appurtenances and house services.
  - d. Storm sewers, appurtenances and house services.
  - e. Sanitary sewers, appurtenances and house services.
  - f. Concrete sidewalks.
  - g. Streetlights.
  - h. Such other site improvements as the Planning Board deems necessary to ensure proper development of the site.

The percentage of the bond to be rolled over from one phase to any subsequent phase shall be limited to 80% of the total moneys. The remaining 20% shall be held by the City of Poughkeepsie for two years from the date of completion of the required improvements to ensure proper installation and maintenance thereof.

In addition to the foregoing requirements for filing performance bonds to cover phase improvements, the requirements of Subsection (2)(i) regarding waiving bonding requirements, approval of the form of the bond and all other conditions and requirements set forth therein shall apply to performance bonds as they relate to phase improvements, except that the Planning Board may waive the bonding requirements if the total value of all improvements as set forth above is less than \$25,000.

- k. Notwithstanding the provisions of Subsection (2)(i) or (j) above, in the case of a site development plan which includes the subdivision of the site into two or more separate parcels of land, the performance bond to be filed in accordance

with Subsection (2)(i) above may be divided into parts such that one bond is filed to cover improvements that lie on, are contiguous to, benefit or touch and concern more than a single such subdivided lot; and separate bonds are filed to cover improvements that lie on, are contiguous to, benefit or touch and concern only a single such subdivided lot. All of such bonds shall conform to the requirements of Subsection (2)(i) above except that the bonds that cover improvements that lie on, are contiguous to, benefit or touch and concern only a single such subdivided lot shall not be required to be filed at the time of the subdivision or site development plan approval, but may instead be required to be filed prior to or at the time of application for a building permit covering each such subdivided lot. The amounts of these bonds shall be set by the Planning Board upon the advice of the City Engineer, but may be later amended upward in the discretion of the City Engineer. The Planning Board may only waive any of the bonds described herein, in accordance with Subsection (2)(i) above, if all such bonds total less than \$30,000 in the aggregate.

3. Time limit on validity of approval.

- a. The approval of a site plan by the Planning Board shall be valid for a period of one year from the date thereof for purposes of obtaining a zoning and building permit. Failure to obtain such a permit within the time period shall cause the approval to become null and void. Upon application, for good cause shown, the Planning Board may extend the validity of the approval, one time, for a period not to exceed one year from the date the original approval expires.
- b. Notwithstanding the time limits set forth in Subsection (3)(a) above, the following time limits shall be applicable to both Planned Residential Development Districts approved pursuant to Section 19-4.1 of this Chapter and to all approved site plans in other zoning districts in which 100 or more residential units are to be constructed. In a situation in which the Planning Board has approved a Planned Residential Development District to be developed in two or more phases or has approved a single project to contain 100 or more residential units to be developed in two or more phases, then and in such event, the Planning Board shall have discretion to authorize the validity for a period of two years from the date of such site plan approval for the purpose of obtaining a building permit for the second phase of any such phased development and for an additional period up to two years, for each succeeding phase of any phased development; provided, however, that the total approved period to be authorized by the Planning Board shall not exceed five years from the date of site plan approval for all phases of a multiphased planned residential development project or a multiphased residential project containing 100 or more units. In exercising its discretion, the Planning Board shall consider the size of the project, the market absorption rate for the development proposed, the availability of municipal services to meet the needs of the development and such other factors as are relevant to a determination as to the reasonable rate of development of the proposed project.

4. *Site plan elements.*

The applicant shall cause a site plan map at a minimum scale of one inch equals 30 feet and such additional supportive



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documentations as the DPD may indicate during the presubmission conference to be appropriate in each instance, to be prepared by an architect, landscape architect, civil engineer, surveyor, land planner or other competent person. This information, in total, shall constitute the site plan:

a. Legal data and:

1. *Name and address of the owner of record.*
2. *Name and address of person, firm or organization preparing the map.*
3. *Date, North arrow and written and graphic scale.*
4. *Names of owners of adjoining properties.*
5. *A statement indicating the financial capability and the applicant to carry out this proposed development.*

b. Natural features:

1. *Existing contours with intervals of five feet or less, referred to a datum satisfactory to the Planning Board.*
2. *Approximate boundaries of any areas subject to flooding or stormwater overflows.*
3. *Location of existing watercourses, marshes, wooded areas, rock outcrops, isolated trees with a diameter of eight inches or more, measured three feet above the base of the trunk, and any other significant existing natural features.*
4. *Indication of direction of scenic views.*

c. Existing structures and utilities:

1. *Outlines of all structures and location of all uses not requiring structures.*
2. *Paved areas, walkways and vehicular access between the site and public streets.*
3. *Locations, dimensions, grades and flow direction of any existing sewers, culverts, water lines, as well as other underground and aboveground utilities within and adjacent to the property.*
4. *Other existing development, including fences, landscaping and screening.*
5. *Sufficient description or information to define precisely the boundaries of the property. All distances shall be in feet and tenths of a foot. All angles shall be given to the nearest 10 seconds or closer. The error of closure shall not exceed one in 10,000.*
6. *The locations and owners of all adjoining lands as shown on the latest tax records.*
7. *The locations, names and existing widths of adjacent streets and curblines.*
8. *The location, width and purpose of all existing and proposed easements, setbacks, reservations and areas dedicated to public use within or adjacent to the property.*
9. *A complete outline of existing deed restrictions or covenants applying to the property.*

10. Existing zoning for the property in question and all adjacent properties.
- d. Proposed development:
  1. The location of proposed buildings or structural improvements.
  2. The location and design of all uses not requiring structures, such as off-street parking and loading areas.
  3. The location, direction, power and time of use for any proposed outdoor lighting or public address systems.
  4. The location and plans for any outdoor signs.
  5. The location, arrangement and materials of proposed means of access and egress, including walkways, driveways or other paved areas. Profiles indicating grading and cross sections showing location and width of roadway and walkways. Any proposed direct pedestrian connection to public parking lots or structures will also be shown.
  6. Proposed screening and other landscaping, including a planting plan prepared by a qualified landscape architect in accordance with Section 19-8.4.e.
  7. The location, size, direction of flow and connection to city facilities of all proposed water lines, valves and hydrants and of all sewer lines or alternate means of water supply and sewage disposal and treatment facilities.
  8. Location of any fire alarm boxes and connections to the city fire alarm system.
  9. An outline of any proposed easements, deed restrictions or covenants and a notation of any areas to be dedicated to a public agency.
  10. Any contemplated public improvements on or adjoining the property.
  11. Any proposed new grades, indicating clearly how such grades will meet existing grades of adjacent properties or the street.
  12. Elevations of all proposed principal or accessory structures.
  13. The plans for new building or enlargement of floor area in an existing building or conversion to additional dwelling units shall show specifically the location and size of the off-street parking facilities required to comply with any applicable requirements hereof and the means of access to such space from the public streets or highways.
  14. Indication of how the site plan has considered energy consumption in the siting and layout of buildings and in proposed building services (heat, lighting, air conditioning, etc..
  15. If the site plan only indicates a first stage, a supplementary plan shall indicate ultimate development.
  16. Any other information deemed by the Planning Board to be necessary to determine conformity of the site plan with the spirit and intent of this chapter.

Unless waived by both the DPD and Director of Public

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Works, plans for all required improvements must be signed by a professional engineer or registered architect or, if appropriate, a registered landscape architect.

- e. **Landscape Plan Requirements.** A landscape plan must be submitted and approved for all projects requiring site plan review. No permit for work, including site plan approval, may be issued until a landscape plan has been approved. Unless waived by the Planning Board, the landscape plan(s) shall be prepared by a landscape architect registered to practice in New York State and shall show the following:
  1. *Topography of site before and after landscaping;*
  2. *Location and size of all existing plant materials;*
  3. *Existing vegetation to be retained and size of all existing trees with a diameter at breast height of 5 inches or more, including all trees to be preserved or removed;*
  4. *Devices by which existing plant material shall be protected from damage during land alteration or land development activities. All disturbed areas not otherwise treated shall be seeded and/or sodded;*
  5. *Dimensions of landscaped areas;*
  6. *Location, type, size, spacing and number of proposed trees, shrubs, and ground covers;*
  7. *Property lines, match lines, easements, limit of contract, proposed buildings, paved areas, fences, walls, and utilities;*
  8. *The location, quantity, size, root ball condition (e.g., B/B or potted) and both scientific and common names of all proposed plant materials, the on-center spacing for hedges;*
  9. *Typical planting details for trees, shrubs, ground covers, fences, walls, etc.;*
  10. *A legend, plant list, key, a scale drawn to a minimum of one inch to 30 feet, north arrow and planting detail.*

**Section  
19-8.2**
**Special permit**

## Special permit.

1. On application and after public notice and hearing, the Planning Board may authorize, by resolution, the issuance of a special permit for any of the uses in the district in which such use is proposed to be located where this chapter requires such a permit. In authorizing the issuance of a special permit, the Board shall take into consideration the public health, safety and welfare and shall prescribe appropriate conditions and safeguards to ensure the accomplishment of the following objectives:
  - a. That all proposed structures, equipment or material shall be readily accessible for fire and police protection.
  - b. That the proposed use is of such location, size and character that, in general, it will be in harmony with the appropriate and orderly development of the district in which it is proposed to be situated and will not be detrimental to the orderly development of adjacent properties in accordance with the zoning

classification of such properties.

- c. That, in addition to the above, in the case of any use located in or directly adjacent to, a residential district:

The location and size of such use, the nature and intensity of operations involved in or conducted in connection therewith, its site layout and its relation to access streets shall be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection therewith will not be hazardous or inconvenient or incongruous with said residential district or conflict with the normal traffic of the neighborhood; and

The location and height of buildings, the location, nature and height of walls and fences and the nature and extent of screening and landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings or diminish the value thereof.

2. Every application for a special permit shall be submitted in duplicate and shall contain the relevant items outlined in Section 19-8.1(4) as determined during the presubmission conference.
3. The procedure for a special permit shall be the same as specified for a site plan review, Section 19-6.1(2), except that a public hearing is mandatory. Further, the applicant shall cause notice of all hearings to be mailed by certified mail to the owners of all property within a two-hundred-foot radius of any parcel which is the subject of a special permit hearing before the Planning Board.
4. In authorizing the issuance of a special permit, it shall be the duty of the Planning Board to attach such conditions and safeguards as may be required in order that the result of its action may, to the maximum extent possible, further the general objectives of this Chapter. The Board may require that special permits be periodically renewed. Such renewal shall be granted following due public notice and hearings and may be withheld only upon a determination by the DPD that such conditions as may have been prescribed by the Board in conjunction with the issuance of the original permit have not been or are no longer being complied with. In such cases, a period of 60 days shall be granted the applicant for full compliance prior to the revocation of said permit. Any use for which a special permit may be granted shall be deemed to be a conforming use in the district in which such use is located, provided that:
  - a. The provision in this chapter under which such permit was issued is still in effect;
  - b. Such permit was issued in conformity with the provisions of this chapter;
  - c. Such permit shall be deemed to affect only the lot or portion thereof for which such permit shall have been granted;
  - d. All applicable provisions of this Chapter not otherwise varied by the special permit approval are adhered to.

## Article 8

**Section  
19-8.3**

Reservation  
of parkland;  
fees in lieu of  
reservation

## Reservation of parkland; fees in lieu of reservation.

1. The Planning Board may require that a subdivision or site plan containing residential units also contain a park, or parks, or playground suitably located for playground or other recreational purposes. Before the Planning Board will require that land be reserved for park, playground or other recreational purposes, the Planning Board must make a finding that such requirement is warranted.
2. *Criteria for land reservation.* In determining whether or not to require the reservation of land for public park, playground or recreational purposes, the Planning Board, in its review of residential site plans or subdivisions, shall consider the following factors:
  - a. An evaluation of the present and anticipated future needs for park and recreational purpose in the City of Poughkeepsie based on the projected population growth to which the particular site plan and/or subdivision will contribute;
  - b. Whether suitable land exists within the parcel boundaries of the proposed development, in terms of its size, shape, and dimensions, to reasonably accommodate a park, playground or other recreation use;
  - c. Whether the characteristics of the land in terms of topography, soils, vegetative cover, hydrology and/or other natural features readily lend themselves to development of the site for active recreation use;
  - d. Whether there are state or federal regulatory restrictions that would limit the usefulness of the site for active recreation development;
  - e. Whether the site, in terms of its physical characteristics, would provide an attractive and safe area for recreational use;
  - f. Whether the site is located such that reasonable and safe pedestrian, bicycle and vehicular access can be provided between the site and surrounding residential areas;
  - g. Whether the character of the proposed residential development and that of the surrounding area are compatible with a public and/or recreational use;
  - h. Whether the anticipated population of the proposed residential development, together with the population density of surrounding neighborhoods, is sufficient to justify development and long-term maintenance of a park, playground or other recreation facility at the location;
  - i. Whether the site is located near or duplicates recreation facilities already provided in the area, particularly those providing the same type of recreation opportunities, including facilities located on public school grounds; and
  - j. Whether development and long-term maintenance of the site would place an undue burden on the City of Poughkeepsie Department of Public Works, given other commitments and

priorities of that Department;

- k. Whether the site contains any unique and significant physical, aesthetic or ecological features that would make it particularly suited for environmental education, trail development, a nature preserve, or other passive recreation use;
  - l. Whether reservation of the land is consistent with recommendations contained in the Town Plan and/or the Master Plan for Parks and Recreation in the City of Poughkeepsie, if any, in effect at the time the development application is made; and
  - m. Whether reservation of the land is consistent with the general goals and objectives of the City of Poughkeepsie Department of Public Works, with respect to parks and recreation facility development.
3. *Ownership of park area.* The ownership of a reservation for park purposes shall be clearly indicated on the site plan or subdivision and established in a manner satisfactory to the Planning Board so as to insure its proper future continuation and maintenance. The Planning Board may require:
  - a. A metes and bounds description of the site that is proposed to be reserved for public park, playground or recreational purposes; and
  - b. The placing of deed restrictions upon the site. Said deed restrictions shall be in a manner and form acceptable to Corporation Counsel and shall indicate that the land is so reserved for park, playground or recreational purposes and cannot be further subdivided or built upon except for such purposes. Said deed restrictions shall be filed in the office of the County Clerk, and upon their filing the land so reserved shall become part of the Official Map of the City of Poughkeepsie.
4. Where the Planning Board makes a finding that the proposed subdivision or site plan presents a proper case for requiring a park or parks suitably located for playground or other recreational purposes, but that a suitable park or parks of adequate size cannot be properly located on such site plan or subdivision, the Planning Board may require, as a condition to the approval of the site plan or subdivision, a payment to the City of Poughkeepsie of a sum of money in an amount to be determined and set annually, by resolution of the Common Council. Fees imposed pursuant to this article shall be paid prior to final site plan or subdivision approval and shall be set aside in a fund to be exclusively for park, playground or other recreational purposes, including acquisition of property for use as park or playgrounds.
5. *Expenditures from Recreation Fund.* All expenditures from the Recreation Fund shall be made at the recommendation of the Commissioner of Public Works and consent of the Common Council.
6. *Applicability.* This section shall apply to all current and future application for site plan or subdivision approval containing residential units.



## Article 8

**Section  
19-8.4****Natural  
resources****Natural resources.**

1. Purpose. The purpose of this section is to protect natural resources in the City of Poughkeepsie by adopting a Natural Resources Inventory and requiring consideration of future development's impacts upon these natural resources. The City of Poughkeepsie's protection and sustainable use of its natural resources will protect the rights of residents, both present and future, to clean air, pure water, and the natural, scenic, and aesthetic values of the environment, as set forth in Article XIV, § 4, of the New York State Constitution. The City of Poughkeepsie's quality of life will be enhanced by the sustainable management of its natural resources, including diverse habitats, natural systems and cultural resources. Such features have been identified in the City of Poughkeepsie Natural Resources Inventory as adopted by the Common Council (the "NRI"), as it may be amended from time to time. The identification and mapping of natural resources by the City shall be in accordance with the New York General Municipal Law § 239-y and the City of Poughkeepsie Comprehensive Plan. The incorporation of natural and cultural resource information into the decision-making processes identified herein will enable the City of Poughkeepsie to balance its responsibility to promote the economic well-being of City residents, while protecting the integrity and value of the City of Poughkeepsie's natural resources, including the City of Poughkeepsie's soils, water resources, habitats and wildlife, and other significant environmental resources. This section, adopted pursuant to New York Municipal Home Rule Law § 10, Subdivision 1(ii)a(11), requires that all new development subject to Article VI of Chapter 19 of the Code of Ordinances of the City of Poughkeepsie shall take into consideration the City of Poughkeepsie NRI.
2. Natural resource identification. The Common Council shall adopt a document containing specific natural and cultural resources known as the "NRI," which document shall be incorporated into the Planning Board's review process subject to Article XIV. NRI resources are to include, but are not limited to:
  - a. Water resources, including aquifers; streams and waterbodies with their state water quality classification; floodplains; and wetlands and vernal pools, whether or not they are protected by local, state or federal regulations.
  - b. Vegetation, including community types; forested areas; grasslands, meadows, and shrublands; significant trees, defined as all trees over eight inches in diameter at breast height, trees at the limit of their range, and trees over 100 years old; New York State listed endangered, threatened, rare, and exploitably vulnerable plants or the New York State rare plant status lists; locally significant vegetation; rare or high-quality examples of natural ecological communities; stream and riparian habitats; tidal wetlands and shoreline habitats; unfragmented habitat blocks and significant biodiversity areas; and vegetation resources on parcels that connect to such resources on adjoining or nearby public lands/protected areas.
  - c. Wildlife "Species of Greatest Conservation Need," as defined by the State of New York, including but not limited to breeding birds, reptiles, amphibians and mammals.

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- d. Geology and soils with particular attention to hydric, prime farmland, and soils of statewide significance.
- e. Elevation, aspect and slope, including rock outcrops, steep slopes of 10% to 15% and 15% or greater, ridgelines, stone walls, and unique geologic features.
- f. Cultural resources, including locally significant as well as state and national historic sites, buildings, and districts; scenic resources; recreation resources; agricultural districts; active farmland; and lands conserved through public ownership or private conservation restrictions.

In all land use decisions subject to this Article VI, the NRI shall be considered by the Planning Board to ensure proposed land uses are compatible with existing natural resources by minimizing impacts and providing acceptable mitigation measures when certain impacts cannot be avoided.

Proposed lot layouts and development should be designed and arranged to avoid impacts to features identified in the NRI.

- 3. Applicability. For all subdivision, special permit uses, uses requiring site plan approval, or other City of Poughkeepsie development reviews subject to Article VI of Chapter 19 of the Code of Ordinances of the City of Poughkeepsie that are subject to SEQR, the applicant must provide an analysis of and disclose any potential impacts on any natural resource identified in the NRI. Each application under Article VI of Chapter 19 of the Code of Ordinances of the City of Poughkeepsie shall contain a conservation analysis, consisting of inventory maps, description of the land, and an analysis of any potential impacts to various site features identified in the NRI. The conservation analysis shall be on a form provided by the City of Poughkeepsie. No application under Article VI of Chapter 19 of the Zoning Code of the City of Poughkeepsie will be acted upon without a fully completed conservation analysis.
- 4. Interpretation. This section shall be deemed an exercise of the powers of the City of Poughkeepsie to preserve and improve the quality of the physical and visual environment on behalf of the present and future inhabitants thereof. The Planning Board, with the assistance of the City Planner, as part of its review under the New York State Environmental Quality Act (SEQR), shall ensure that proper protections of natural resources identified in the NRI are incorporated into the design of projects and mitigate, to the extent possible, impacts on those natural resources. The Director of Planning is authorized to implement policies and procedures, consistent with this section, which would enable applicants to know well in advance what will be required during the City of Poughkeepsie's review of applications, thus avoiding unnecessary delay and expense during the review process. The NRI review process will enable the Planning Board to make better decisions, establish consistent standards for development proposals, fulfill regulatory obligations imposed by SEQR, and protect and maintain natural resources while preserving the economic viability within the City of Poughkeepsie.



**Article 9**



**ARTICLE 9:  
ADMINISTRATION AND  
ENFORCEMENT**



**Article 9****Section  
19-9.1****Administration****Administration.**

This Chapter shall be administered and enforced by the Zoning Administrator and by his duly authorized representatives. The functions of the Building Inspector shall reside in the office of the Zoning Administrator. No building permit, change of use permit, certificate of occupancy, temporary certificate of occupancy or other authorization for any construction, reconstruction, alteration or enlargement of a building, structure or use or for the moving of a building or structure from one site to another shall be issued by the Zoning Administrator and no variance shall be granted by the Zoning Board of Appeals and no site plan or special permit shall be approved by the Planning Board, unless the provisions of this Chapter and all other statutes, laws, ordinances, rules and regulations affecting the property involved are fully complied with. The Zoning Administrator shall maintain files of all applications for building permits and change of use permits, together with all plans submitted therewith and for certificates of occupancy and records of all such permits and certificates issued by him. In the performance of his duties, the Zoning Administrator and his duly authorized representatives shall have the right, during daylight hours, to enter and inspect any building, structure or land within the incorporated area of the city, where the owner consents or where an emergency exists. Prior to performing any interior inspection of private property pursuant to this Chapter, the inspector shall obtain permission for such inspection from the property owner or his authorized agent or representative. In the event that such owner or agent neglects or refuses to allow inspection, either upon initial inspection or reinspection, the inspector shall request that the Corporation Counsel make application to a court of competent jurisdiction for a search warrant. Such application is to be made on notice to the property owner or his authorized agent or representative. In cases of public emergency, the notice requirement may be dispensed with and application made ex parte. These provisions shall apply to tenants of any premises to be inspected.

If the Zoning Administrator shall find that any of the provisions of this Chapter are being violated, he shall notify, in writing, the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He shall order discontinuance of any illegal use of land, buildings or structures; removal of illegal buildings or structures or of illegal additions, alterations or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this Chapter to ensure compliance with or to prevent violations of its provisions.

**Section  
19-9.2****Building permits****Building permits.**

No building in any district shall be erected, reconstructed or restored or structurally altered or used, without a building permit. A building permit shall be duly issued upon application to the Zoning Administrator and upon payment of the required fee. No building permit shall be issued unless the proposed construction or use is in full conformity with all provisions of this Chapter and all other applicable regulations, including Section 6.23 of the Building and Utility Codes of the City of Poughkeepsie. Any such permit issued in violation of the provisions of this Chapter shall be null and void and of no effect. Further, proceedings for revocation or nullification of such null and

void permits shall not be necessary, and any work undertaken or use established pursuant to any such permit shall be unlawful.

1. *Application.* Every application for a building permit for any building shall contain the following information and be accompanied by a plot plan in duplicate drawn to scale and signed by the person responsible for such drawing. If no such plot plan is available, a survey, prepared by a licensed engineer or land surveyor is required. In the case of accessory buildings, the Zoning Administrator may waive such of the requirements set forth in Subsections (1)(a) through (f) below as he may deem to be superfluous:
  - a. The actual shape, dimensions, radii, angles and area of the lot on which the building is proposed to be erected or if an existing building, of the lot on which it is situated.
  - b. The exact size and locations on the lot of the proposed building or buildings or alteration of an existing building and of other existing buildings on the same lot.
  - c. The dimensions of all yards in relation to the subject building and the distances between such building and any other existing buildings on the same lot.
  - d. The existing and intended use of all buildings, existing or proposed, the use of land and the number of dwelling units, if any, the building is designed to accommodate.
  - e. Where the variations in elevation above or below the average level of the street in front of the property exceed 10 feet, the application shall be accompanied by a map showing topographic contours at two-foot intervals, certified thereto by a licensed surveyor.
  - f. Such other information with regard to the building, the lot or neighboring lots as may be necessary to determine that the proposed construction will conform to the provisions of this Chapter.
2. No building permit shall be issued for any building that is subject to site plan approval or a special permit by the Planning Board, except in conformity with the requirements of said Board. No permit shall be issued for a building that is permitted subject to a variance granted by the Board of Appeals, except in accordance with all conditions which may have been prescribed by said Board.
3. The Zoning Administrator shall, within 30 days after the filing of a complete and properly prepared application with all required approvals, including site plan, special permit and/or variances, either issue or deny a building permit. If a permit is denied, the Zoning Administrator shall state, in writing, to the applicant the reasons for such denial. If any construction, alteration, enlargement or other work authorized under a building permit is not begun within six months from the date of its issuance, such permit shall expire. The Zoning Administrator may authorize, in writing, not more than two three-month extensions upon a showing of good cause. In the event that work being conducted pursuant to the building permit ceases for a period of six months, the building permit shall expire. If any construction, alteration, enlargement or other work authorized under a building permit has begun but is not completed within two years from the date of its issuance, such building permit shall expire and no further work shall be done thereunder until a

**Article 9****Section  
19-9.3****Change of use  
permit**

new building permit has been obtained.

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**Change of use permit.**

No existing building or land, whether vacant or occupied, shall be converted to a different land use without first securing a change of use permit. A change of use permit shall be duly issued upon application to the Building Inspector and upon payment of the required fee, in accordance with the schedule of fees of the City of Poughkeepsie. No change of use permit shall be issued unless the proposed use is in full conformity with all provisions of this Chapter and all other applicable regulations. Any such permit issued in violation of the provisions of this Chapter shall be null and void and of no effect, without the necessity for any proceedings for revocation or nullification thereof; and any work undertaken or use established pursuant to any such permit shall be unlawful.

1. Unless specifically waived by the Zoning Administrator, every application for a change of use permit shall be accompanied by a plot or floor plan drawn to scale and signed by the person responsible for such drawing, showing the manner in which the land or building is proposed to be used.
2. No change of use permit shall be issued for any building or use that is subject to site plan or special permit approval by the Planning Board, except in conformance with the requirements of said Board. No permit shall be issued for a building or use that is subject to a variance granted by the Board of Appeals, except in accordance with all conditions which may have been prescribed by said Board.
3. The change of use permit application and all supporting documentation shall be made in duplicate and shall be accompanied by the required fee in accordance with the schedule of fees of the City of Poughkeepsie.
4. Within 30 days after the Zoning Administrator has certified that a complete and properly prepared application, with all required approvals, including site plan, special permit and/or variances has been filed, he shall either issue or deny said permit. If a permit is denied, the Zoning Administrator shall state, in writing, to the applicant the reasons for such denial.
5. If the building for which a change of use permit has been issued is to be reconstructed, altered or restored, a building permit may be required, in accordance with the provisions of Section 19-9.2 of this Chapter.

**Section  
19-9.4****Certificate of  
occupancy**

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**Certificate of occupancy.**

1. The occupancy and use of a building erected, reconstructed, restored, altered or moved or any change in use of an existing building shall be unlawful until a certificate of occupancy shall have been applied for and issued by the Zoning Administrator.
2. A certificate of occupancy is required for, and shall be deemed to authorize, both initial occupancy and the continued occupancy

and use of the building or land to which it applies.

3. No certificate of occupancy shall be issued for any use requiring the granting of a special permit, variance or site plan approval unless and until such special permit, variance or site plan approval has been duly granted, and the DPD or his representative and the Zoning Administrator have inspected the site to ascertain that all provisions of said approval are complied with.

Notwithstanding the requirement set forth in Subsection (3) above, a certificate of occupancy for an individual residential unit in a project or development that has common areas and facilities and which contains two or more dwelling units may be issued as hereinafter set forth. This subsection is applicable to individual residential units in projects or developments that have obtained special permit, variance or site plan approval. In order to issue a certificate of occupancy under the authority of this subsection, the Building Inspector, with the assistance and recommendation of the City Engineer, must find that the project or development within which the individual residential unit is located, as well as the the individual residential unit, are in conformity with the applicable requirements of the Building Code. In addition, the Building Inspector, with the assistance and recommendation of the City Engineer, must find:

- a. That the building elevation conforms to the special permit, variance approval and/or site plan approval granted by the Planning Board;
- b. That the approved water and sewer hookups to the individual unit are functioning properly and in accordance with approved plans;
- c. That there is adequate access for ingress and egress [at least one coat of pavings in accordance with the approved plans to and from the individual residential unit to a public street;
- d. That the individual unit has the appropriate amount of off-street parking available to it in accordance with the approved plans;
- e. That the landscaping surrounding the individual unit pursuant to the approved plans has been properly installed; and
- f. That the individual unit and the portions of the common areas and facilities required to support the occupancy of the individual unit may all be occupied safely without endangering life or public welfare (including but not limited to appropriate drainage, retaining walls, lighting, pedestrian access, vehicle access, garbage collection stations and fire and police service access) in accordance with the approved plans.

Subsequent to the issuance of a certificate of occupancy pursuant to this subsection and upon the completion of all provisions of special permit, variance or site plan approval, a site certificate shall be issued by the Building Inspector, with the assistance and recommendation of the City Engineer, reciting the completion of all requirements of the approved plans. The completion date for all site work for purposes of the bonding provisions of this Chapter shall be deemed to be the date that the site certificate is issued by the Building Inspector. The purpose of this subsection is to provide for certificates of occupancy, subject to the conditions set forth above prior to the issuance of a site certificate for projects or developments



**Article 9**

involving two or more residential dwelling units that contain common areas and facilities and that have required and received special permit approval, variance approval or site plan approval.

4. A renewable temporary certificate of occupancy for a part of a building may be issued by the Zoning Administrator for a period of not more than six months, provided that such portion or portions as have been completed may be occupied safely without endangering life or the public welfare.
5. Application for a certificate of occupancy for a new building, or for an existing building which has been altered, shall be made on forms furnished by the Zoning Administrator, after erection of such building or part thereof has been completed in conformity with the provisions of this Chapter and all other applicable regulations. Every application for a certificate of occupancy or a temporary certificate of occupancy shall be accompanied by the required fee, in accordance with the fee schedule of the City of Poughkeepsie. In the case of a new building, said application shall be accompanied by an accurate plot plan or, if not available, by a survey prepared by a licensed land surveyor or engineer, drawn at the same scale as the site plan, showing the location of all buildings, structures, utilities, roads or other site features, as built. Such certificate shall be issued by the Zoning Administrator within 10 days after receipt of the properly completed application, but only provided that the application states that all requirements of all other applicable codes or ordinances in effect are complied with. Notwithstanding the preceding, the Building Inspector may issue a certificate of occupancy for a building or structure or part thereof before the entire work covered by the building permit shall have been completed, provided that the provisions of Section 19-9.3 of this Chapter have been satisfied.

### **Section 19-9.5**

Applications for inspections and certificates of occupancy for existing one-family dwellings

## **Applications for inspections and certificates of occupancy for existing one-family dwellings.**

1. The Zoning Administrator shall not inspect existing one-family dwellings for which a certificate of occupancy has been previously issued and for which such previously issued certificate of occupancy remains in effect solely for the purpose of or in connection with the conveyancing or financing or refinancing of such existing one-family dwelling, except upon the written request of the owner; and, further, the Zoning Administrator shall similarly not inspect existing one-family dwellings built prior to 1963 for which certificate of occupancy was never issued and for which no activity has taken place since 1963 that would have required the issuance of a building permit or a new or modified certificate of occupancy under the terms of the City of Poughkeepsie Zoning Ordinance as it has been adopted from time to time since 1963; provided, however, that the above limitations are not applicable to and are not intended to limit the duties and powers of the Zoning Administrator in connection with the administration and enforcement of the City of Poughkeepsie Zoning Ordinance other than as set forth above.
2. When the Zoning Administrator receives a request for an inspection

and/or issuance of a certificate of occupancy solely for the purpose of or in connection with the conveyancing or financing or refinancing of an existing one-family dwelling as described in Subsection (1) above, the Zoning Administrator shall advise, in writing, the party making the request of the above provision directing that inspections not be made in the circumstances described above and shall further advise the party making the request that a certificate of occupancy has previously been issued, that it remains in effect and shall enclose a copy of such previously issued certificate of occupancy or, in the alternative, shall advise that the dwelling was built prior to 1963, that no certificate of occupancy was issued and that the premises may be lawfully occupied without a certificate of occupancy. In such response, the Zoning Administrator shall further advise the party making the request whether there are or are not existing violations of record in connection with the premises. If there are existing violations of record, the Zoning Administrator shall include a copy of such existing violations of record with the response. The Zoning Administrator shall charge a fee for the provision of a response as herein provided.

3. One-family dwellings built prior to 1963 for which a certificate of occupancy was never issued and on which no activity or use has taken place that would have required the issuance of a building permit or a new or amended certificate of occupancy under the terms of this City of Poughkeepsie Zoning Ordinance as it may have been amended from time to time since 1963 may be lawfully occupied without a certificate of occupancy; provided, however, that any activity or use taking place therein, on and after the adoption of this provision, shall be subject to the otherwise applicable requirements for building permit and certificate of occupancy.

## Section 19-9.6

### Certificate of conformance

## Certificate of conformance.

For purposes of establishing a record that a particular building and/or use is in conformance with this Chapter on its effective date, upon written request by the property owner and upon payment of the required fee, in accordance with the fee schedule of the City of Poughkeepsie, the Zoning Administrator shall, after inspection, issue a certificate of conformance for any building or use thereof or for any use of land existing at the time of the adoption of this Chapter, certifying such use and whether or not said use and the building conform to the provisions of this Chapter.

## Section 19-9.7

### Certificate of legal nonconformity

## Certificate of legal nonconformity.

For the purpose of recording the character and extent of any legal nonconformity existing as of the effective date of this Chapter, the owner or lessee of any building, structure or land shall apply to the Zoning Administrator for a certificate of occupancy, specifying in such application the character and extent of the nonconformity of such building, structure or land and/or the use thereof and its conformance with the zoning regulations, applicable thereto at the time of the construction of any building or the establishment of any use. Such certificate of legal nonconformity shall be surrendered to the Zoning Administrator upon termination of the use.



**Article 9****Section  
19-9.8****Records****Records.**

A record of all certificates of occupancy, certificates of conformity and certificates of legal nonconformity shall be kept in the office of the Zoning Administrator, and copies shall be furnished by the DPD on request to any agency of the City or to any persons having a proprietary or tenancy interest in the building or land affected.

**Section  
19-9.9****Violations and  
penalties****Violations and penalties.**

1. Any person or corporation, whether as owner, lessee, architect, contractor or builder, or the agent or employee of any of them, who violates or is accessory to the violation of any provision of this chapter or any rule or regulation made under the authority conferred by this chapter or who shall erect, construct, alter, enlarge, convert or move any building or structure or any part thereof without a building permit or in violation of any statement or plans submitted and approved under the provisions of this chapter or who shall use any building, structure or land in violation of this chapter or any rule or regulation made under the authority conferred by this chapter or in violation of the provisions of any building permit, change of use permit or certificate of occupancy or without a building permit, change of use permit or certificate of occupancy where one is required by this chapter and who fails to abate said violation within 30 days after written notice has been served upon him either by mail or personal service shall be liable to a fine or civil penalty of \$250 to be recovered with costs. Each week that a violation remains shall constitute a separate offense.
2. In case any building or structure is erected, constructed, reconditioned, altered, repaired, converted or maintained or any building, structure or land is used, in violation of this chapter, the Common Council or the Zoning Administrator or any other official of the City, in addition to other remedies, may institute any appropriate action or proceeding through the Corporation Counsel in order to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct, or abate such violation, to prevent the occupancy of said building, structure or land or to prevent any illegal act, conduct, business or use in or about such building, structure or land.
3. Complaints of violations. Any person may file a complaint whenever a violation of this chapter occurs. All such complaints must be in writing and shall be filed with the Zoning Administrator, who shall properly record such complaint and immediately investigate and report thereon to the City and Council.
4. The Zoning Administrator shall maintain a cumulative file, open to public inspection, of each violation of this chapter, arranged by volume, sheet, block, and lot numbers, so that the full case history of each such violation may be available.
5. Enforcement of fine. The Zoning Administrator or his/her designee may seek enforcement of a violation of this chapter through recovery of a fine imposed pursuant to this section in City Court or civil penalties pursuant to Subsection (6) of this section. The

**Article 9**

imposition of any such fine shall not be held to prohibit the enforced removal of prohibitive conditions by any appropriate remedy, including immediate application for an injunction.

6. Enforcement of civil penalty; collection of judgment. The Corporation Counsel may bring an action in court for the recovery of civil penalties imposed pursuant to this section, together with costs and disbursements.
7. Civil penalties.
  - a. The defendant in a criminal proceeding to recover a fine or action for civil penalties may show, in mitigation of liability, that the violation giving rise to the action was caused by the willful act, or gross negligence, neglect, or abuse of another pursuant to Subsection (7)(d) hereof or that (s)he began to correct the violation promptly upon receipt of notice thereof, but that its full correction could not be completed within the time provided because of technical difficulties, inability to obtain necessary materials or labor or inability to obtain access to the dwelling unit wherein the violation occurs.
  - b. If the court finds, upon a showing by the defendant as provided in Subsection (7)(a), that sufficient mitigating circumstances exist, it may remit all or part of the fine or accumulated civil penalties arising from the violation with respect to when such a showing was made.
  - c. The defendant in an action for civil penalties who has corrected violations giving rise to the action and who asserts that such a violation was caused by the willful act or gross negligence, neglect or abuse of a third party may request the court to permit consolidation of his action for the reasonable cost of such collection against such third party with the action for civil penalties.
  - d. When the Corporation Counsel obtains a judgment in an action to recover civil penalties under this section, in addition to the appropriate methods of enforcement for judgments established in the Civil Practice Law and Rules, such judgments for penalties shall constitute a lien and shall be filed with the Commissioner of Finance, within one year from the entry of the judgment, and the total amount thereof shall be added to and become a part of the next annual assessment roll at the time and in the manner prescribed by the Charter of the City and subject to all the provisions thereof.

**Article 9****Section  
19-9.10****Board of Appeals****Board of Appeals**

1. The City of Poughkeepsie Zoning Board of Appeals is hereby continued in accordance with § 81 of the General City Law. Such Board shall consist of seven regular members and two alternates, appointed by the Mayor, who shall serve initial terms of one year and may be reappointed upon the expiration of such term for subsequent terms of three years. Members shall serve until the appointment and qualification of their successors. The Mayor shall designate one member of the Board to serve as Chairperson, who shall preside at meetings of the Board and who shall execute the duties normally conferred by parliamentary order, in addition to those prescribed by this article.
2. In the absence of the Chairperson, the Board of Appeals may designate a member to serve as Acting Chairperson. The Common Council may provide for compensation to be paid to experts, clerks and a secretary and provide for such other expenses as may be necessary and proper, not exceeding the appropriation made for such purpose. In making such appointments, the Mayor may require Board of Appeals members to complete training and continuing education courses in accordance with any local requirements for the training of such members.
3. Legislative body members ineligible. No person who is a member of the Common Council or the City Chamberlain shall be eligible for membership on such Board of Appeals.
4. Vacancy in office. If a vacancy shall occur otherwise than by expiration of term, the Mayor shall appoint the new member for the unexpired term.
5. Removal of members. The Mayor shall have the power to remove, after public hearing, any member of the Zoning Board of Appeals for cause. Any Zoning Board of Appeals member may be removed for noncompliance with any minimum requirements relating to meeting attendance and training as established by the legislative body by local law.
6. Chairperson duties. All meetings of the Board of Appeals shall be held at the call of the Chairperson and at such other times as such Board may determine. Such Chairperson or, in his or her absence, the Acting Chairperson may administer oaths and compel the attendance of witnesses.
7. Alternates. Each alternate shall serve at the pleasure of the Mayor and shall attend meetings and may cast votes on matters before the Zoning Board of Appeals when assigned by the Chairman to substitute for an absent member.
8. Board of Appeals Procedure.
  - a. Meetings, minutes, records. Meetings of the Board shall be held at the call of the Chairman. Meetings shall be held at sufficiently frequent intervals, at the discretion of the Board, for the efficient conduct of its business, provided that no matter pending before the Board shall be held longer than 60 days from the date of filing of an appeal or application without its being formally considered. All meetings shall be open to the public; however, an executive session may be called by the Chairman and deliberations made thereafter in accordance with Article 7 of the Public Officers Law (the Open Meetings Law).

- b. The Board of Appeals shall keep minutes of its proceedings showing the vote of each member upon every question or, if absent or failing to vote, indicating such fact and shall also keep records of its examinations and other official actions.
- c. Filing requirements. Every rule, regulation, every amendment or repeal thereof, and every order, requirement, decision or determination of the Board of Appeals shall be filed in the office of the City Chamberlain within 10 business days and shall be a public record.
- d. Assistance to the Board of Appeals. Such Board shall have the authority to call upon any department, agency or employee of the City for such assistance as shall be deemed necessary and as shall be authorized by the legislative body. Such department, agency or employee may be reimbursed for any expenses incurred as a result of such assistance.
- e. Hearing appeals. Unless otherwise provided herein, by local law or by ordinance, the jurisdiction of the Board of Appeals shall be appellate only and shall be limited to hearing and deciding appeals from and reviewing any order, requirement, decision, interpretation or determination made by the administrative official charged with the enforcement of any ordinance or local law adopted pursuant to this article.
- f. Time of appeal. Such appeal shall be taken within 60 days after the filing of any order, requirement, decision, interpretation or determination of the administrative official charged with the enforcement of such ordinance or local law by filing with such administrative official and with the Board of Appeals a notice of appeal, specifying the grounds thereof and the relief sought. The administrative official from whom the appeal is taken shall forthwith transmit to the Board of Appeals all the papers constituting the record upon which the action appealed from was taken.
- g. Stay upon appeal. Any appeal shall stay all proceedings in furtherance of the action appealed from, unless the administrative official charged with the enforcement of such ordinance or local law, from whom the appeal is taken, certifies to the Board of Appeals, after the notice of appeal shall have been filed with the administrative official, that by reason of facts stated in the certificate a stay would, in his or her opinion, cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Appeals or by a court of record on application, on notice to the administrative official from whom the appeal is taken and on due cause shown.
- h. Hearing on appeal. The Board of Appeals shall fix a reasonable time for the hearing of the appeal or other matter referred to it and give public notice of such hearing by publication in a paper of general circulation in the City at least five days prior to the date thereof. The cost of sending notices relating to such appeal or a reasonable fee relating thereto shall be borne by the appealing party. Upon the hearing, any party may appear in person or by agent or attorney.

**Article 9**

- i. Time of decision. The Board of Appeals shall decide upon the appeal within 62 days after the conduct of said hearing. The time within which the Board of Appeals must render its decision may be extended by mutual consent of the applicant and the Board.
  - j. Filing of decision and notice. The decision of the Board of Appeals on the appeal shall be filed in the office of the City Clerk within 10 business days after the day such decision is rendered, and a copy thereof mailed to the applicant.
  - k. Notice to park commission or planning agency. At least five days before such hearing, the Board of Appeals shall mail notices thereof to the parties; to the regional state park commission having jurisdiction over any state park or parkway within 500 feet of the property affected by such appeal; and to the county, metropolitan or regional planning agency, as required by § 239-m of the General Municipal Law, which notice shall be accompanied by a full statement of the matter under consideration as defined in Subdivision 1 of § 239-m of the General Municipal Law.
  - l. Compliance with State Environmental Quality Review Act. The Board of Appeals shall comply with the provisions of the State Environmental Quality Review Act under Article 8 of the Environmental Conservation Law and its implementing regulations.
  - m. Rehearing. A motion for the Zoning Board of Appeals to hold a rehearing to review any order, decision or determination of the Board previously reviewed may be made by any member of the Board. A unanimous vote of all members of the Board then present is required for such rehearing to occur. Such rehearing is subject to the same notice provisions as an original hearing. Upon such rehearing the Board may reverse, modify or annul its original order, decision or determination upon the unanimous vote of all members then present, provided that the Board finds that the rights vested in persons acting in good faith in reliance upon the reviewed order, decision or determination will not be prejudiced thereby.
  - n. Notwithstanding the foregoing Subsection (m), no application for a variance shall be considered by the Board within 18 months of the denial or dismissal of an appeal for the same or similar relief respecting the same property unless there appears on the face of the renewal application evidence of new or changed circumstances regarding the property and indicating that a rehearing of the matter is warranted.
9. Quorum and Voting.
- a. A quorum of the Zoning Board of Appeals shall be defined as four regular members of the Board, including up to two duly appointed alternates if regular members are absent from a meeting. In order to convene a public meeting and to officially transact the business of the Board, a quorum must be present.
  - b. Except as provided in § 239-m of the General Municipal Law, the concurrence of four Board members approving of a motion is necessary to reverse any order, requirement, decision or determination of any administrative official or to decide in favor of the applicant regarding any matter which the Board is required to review. If a motion is not carried, the failure to approve the motion is the effective denial of same. Members shall have the right to abstain.

## 10. Board of Appeals powers and duties.

- a. The Board of Appeals shall have all the powers and duties prescribed by law and by this chapter, as set forth below, provided that nothing in this chapter except as specifically provided in this article shall be deemed to limit any of the statutory powers granted to the Board by §§ 81, 81-a, 81-b and 81-c of the General City Law.
- b. On appeal from an order, requirement, decision or determination made by an administrative official or on request by an official, board or agency of the City, to decide any one of the following questions:
- c. The meaning of any portion of the text of this chapter or of any condition or requirement specified or made under the provisions of this chapter and whether or not the appellant has complied therewith.
- d. The exact location of any district boundary shown on the Zoning Map.
- e. Approval for change of a legal nonconforming use, pursuant to Section 19-7 of the Zoning Ordinance of the City of Poughkeepsie.

## 11. Variances.

- a. The Board of Appeals may reverse or affirm, wholly or partly, or may modify the order, requirement, decision interpretation or determination appealed from and shall make such order, requirement, decision, interpretation or determination as in its opinion ought to have been made in the matter by the administrative official charged with the enforcement of such ordinance or local law and to that end shall have all the powers of the administrative official from whose order, requirement, decision, interpretation or determination the appeal is taken.
- b. Use variances.
  1. *The Board of Appeals, on appeal from the decision or determination of the administrative official charged with the enforcement of such ordinance or local law, shall have the power to grant use variances, as defined herein.*
  2. *No such use variance shall be granted by the Board of Appeals without a showing by the applicant that applicable zoning regulations and restrictions have caused unnecessary hardship. In order to prove such unnecessary hardship, the applicant shall demonstrate to the Board of Appeals that for each and every permitted use under the zoning regulations for the particular district where the property is located:*
    - a. The applicant cannot realize a reasonable return, provided that lack of return is substantial as demonstrated by competent financial evidence;
    - b. The alleged hardship relating to the property in question is unique and does not apply to a substantial portion of the district or neighborhood;
    - c. The requested use variance, if granted, will not alter the essential character of the neighborhood; and
    - d. The alleged hardship has not been self-created.



## Article 9

12. Recommendation for zoning change. Where the Board of Appeals finds that the use of the property under its zoning classification has or will cause unnecessary hardship but that the same conditions

generally to other land or buildings in the same general vicinity or zoning district, said Board shall call this condition to the attention of the Common Council and shall not grant a variance application until 120 days following such notification and then only if the Common Council shall have failed to enact a suitable amendment to the Zoning Ordinance.

13. Variance procedures in areas of special flood hazards.

a. Appeal board.

1. *The Zoning Board of Appeals as established by the City of Poughkeepsie shall hear and decide appeals and requests for variances from the requirements of the Flood Damage Prevention Ordinance, 19-5.18, as regulated under Section 19-9.10, Subsection (11), variances, of the Zoning Ordinance of the City of Poughkeepsie.*
2. *In passing upon such applications, the Zoning Board of Appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this Chapter and:*
  - a. The danger that materials may be swept onto other lands to the injury of others.
  - b. The danger to life and property due to flooding or erosion damage.
  - c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
  - d. The importance of the services provided by the proposed facility to the community.
  - e. The necessity to the facility of a waterfront location, where applicable.
  - f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.
  - g. The compatibility of the proposed use with existing and anticipated development.
  - h. The relationship of the proposed use to the Comprehensive Plan and flood plain management program of that area.
  - i. The safety of access to the property in times of flood for ordinary and emergency vehicles.
  - j. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
  - k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems and streets and bridges.



**Article 9**

3. *Upon consideration of the factors of this Subsection (13)(a) and the purposes of this Chapter, the Zoning Board of Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of the Flood Damage Prevention Ordinance.*
4. *The Zoning Administrator shall maintain the records of all appeal actions, including technical information and report any variances to the Federal Insurance Administration upon request.*
- b. *Conditions of variances in areas of special flood hazards.*
  1. *Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided that the items in Subsection (4)(a)2 have been fully considered. As the lot size increases beyond 1/2 acre, the technical justification required for issuing the variance increases.*
  2. *Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Place or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.*
  3. *Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.*
  4. *Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.*
  5. *Variances shall only be issued upon:*
    - a. *A showing of good and sufficient cause;*
    - b. *A determination that failure to grant the variance would result in exceptional hardship to the applicant; and*
    - c. *A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in Subsection (13)(a) or conflict with existing local laws or ordinances.*
  6. *Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.*
  7. *Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:*
    - a. *The criteria of Section 19-9.10-(13)(b)1, 3, 4 and 5 are met; and*

- b. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threat to public safety.

14. Board of Appeals rules of procedure.

- a. The powers and duties of the Board of Appeals shall be exercised in accordance with rules and procedures established by said Board. Such rules and procedures shall include the following:
  - 1. *The Board shall hear and decide all applications and appeals for variances and other relief from any order, requirement, decision or determination made by the Zoning Administrator or any other official or agency of the city under the provisions of this Chapter.*
  - 2. *An application or appeal must be made within 60 days of the action being appealed. During such sixty-day period and during such time as an appeal or application is pending before the Board of Appeals, the Zoning Administrator shall not seek to institute any legal action or proceeding through the office of the Corporation Counsel to enforce the order, requirement or decision which is the subject of review by the Board.*
  - 3. *In cases where the subject of an appeal is the Zoning Administrator's denial of the issuance of a building permit, a copy of the letter constituting such denial must be included as part of the application submitted to the Board of Appeals. In other cases, documentation of the decision, order, requirement or determination which is the subject of the appeal must be submitted.*
  - 4. *Two copies of the proper application form, survey map and/or plot plan, together with all evidence, information and documents pertaining to such application or appeal, shall be filed with the Secretary of the Board. The survey map or plot plan submitted shall be drawn to scale, indicating the formal boundaries of the subject property, the location of any existing structures, the location of any proposed structures or building additions and the nature and extent of any landscaping improvements or site alterations. Interior floor plans, building elevations, and/or a formal site plan containing the elements as described in Section 19-9.10(4) of this Zoning Chapter, may be required to advise the Board fully with reference to the application or appeal.*
  - 5. *Within 10 business days of receipt of a complete application, the Secretary of the Board shall notify the appellant, in writing, of the scheduled date of the public hearing pertaining to such appeal or application.*
  - 6. *The appellant or applicant shall cause to be published in the official newspaper of the city on at least one occasion not less than five days prior to the hearing date, legal notice of the hearing which shall be conducted by the Board. The appellant or applicant shall also cause notice of the hearing to be mailed by certified mail to the owners of all property within a two-hundred-foot radius of the parcel which is the subject of the hearing before the Board. Such notice shall be mailed not less than five days prior to the hearing date.*

- 220 City of Poughkeepsie, NY |
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**Section  
19-9.11****Former Article 9  
repeal****Former Article 9 repeal.**

Article 9 of the zoning ordinance of the City of Poughkeepsie, "Board of Appeals," and any and all amendments thereto, are hereby repealed. Such repeal shall not affect or impair any act done, offense committed or right accruing, accrued or acquired or liability, penalty, forfeiture or punishment incurred, prior to the time such repeal takes effect, but the same may be enjoyed, asserted, enforced, prosecuted or inflicted as fully and to the same extent as if such repeal had not been effected.

**Section  
19-9.12****Payment of  
expenses of  
professional  
review services****Payment of expenses of professional review services.**

1. This section shall apply to all land use permit applications pending before any reviewer at the time that this article is filed with the Secretary of State. All professional review fees incurred by the City after such date shall be paid as provided herein.
2. This section shall not apply to land use permit applications concerning one-, two- or three-family residential uses.
3. An applicant for a land use permit may be required by the reviewer to bear the expenses incurred in obtaining the services of professional consultants required by the reviewer during the consideration of such land use permit application.
4. The review expenses provided for herein are in addition to application or administrative fees required pursuant to any other provisions of this chapter or Code or any other law, rule or regulation. Money deposited by applicants pursuant to this section shall not be used to offset the City's general expenses of professional services for the several boards of the City or its general administrative expenses. The review and escrow requirements governed by this section shall include environmental review pursuant to SEQRA.
5. When and how deposit required.
  - a. In connection with any land use permit application, the reviewer to whom such application is made may, in addition to the requirements of SEQRA and inspections, and at any time during the pendency of such application, require an applicant to deposit an initial sum of money into an escrow account in advance of the review or continuation of the review of the application. No application shall be deemed to be complete unless and until such deposit is made.
  - b. The applicant shall be required to deliver such amount as is determined appropriate by the reviewer, as provided herein, to the City for deposit by the Commissioner of Finance in a non-interest-bearing escrow account maintained by the City of Poughkeepsie for custody of funds collected pursuant to this section. Said escrow deposit must be paid prior to the consideration of the application by the reviewer, or prior to the continuation of such consideration.

**Article 9**

- c. Upon completion of the review of an application or upon the withdrawal of an application, and after all fees already incurred by the City have been paid and deducted from the escrow account, any balance remaining in the escrow account shall be refunded within 30 days after the applicant's request.

6. Amount of deposit.

The escrow fund amount shall be based on the estimated cost to the City of professional review of the particular type of application before it. The reviewer may consider the professional review expenses incurred by neighboring municipalities in reviewing similar applications. The reviewer may also consider available surveys of professional review expenses in determining the initial sum of money to be deposited in an escrow account by the applicant. For the purpose of this article, professional review services shall be defined as, but not limited to, those services provided by stenographers, engineers, lawyers, architects, landscape designers, certified surveyors, property appraisers, planners and related professionals.

7. Replenishment of escrow.

If at any time during the processing of a land use permit application there shall be insufficient funds on hand to the credit of an applicant to pay the professional review expenses in full, or if it shall reasonably appear to the reviewer that such funds will be insufficient to meet professional review expenses yet to be incurred, the reviewer shall require the applicant to deposit such additional sums as the reviewer deems necessary or advisable in order to meet such expenses or anticipated expenses. Until such payment is made by the applicant, the reviewer shall not continue to consider or review said application. No application shall be deemed to be complete unless and until such additional deposit is made.

8. Payment of expenses.

- a. Said escrow fund shall be used to pay the reasonable and necessary costs of a proper and thorough professional review of the application.
- b. The department head of the department having jurisdiction over the reviewer shall review and audit all such vouchers and shall approve payment of only such consultant charges as are reasonable in amount and necessarily incurred in connection with the review and consideration of applications. A charge or part thereof is reasonable in amount if it bears a reasonable relationship to the average charge by consultants to the City for services performed in connection with the review of a similar application. In auditing the vouchers, the City may take into consideration the size, type and number of buildings to be constructed, the topography of the site at issue, environmental conditions at such site, the infrastructure proposed in the application and any special conditions the City may deem relevant. A charge or part thereof is necessarily incurred if it was charged by the consultant for services rendered in order to protect or promote the health, safety, or other vital interests of the residents of the City, and protect public or private property from damage. In no event shall any applicant make direct payment to any City consultant.

- c. Upon review and approval as provided herein of itemized vouchers from professional consultants for services rendered on behalf of the City regarding a particular application, the City shall cause such vouchers to be paid out of the monies so deposited, and shall debit the separate record of such account accordingly. The professional consultant shall make copies of such vouchers available on request to the applicant at the same time the vouchers are submitted to the City.
- 9. Failure to make deposit or replenishment.
  - a. In the event the applicant fails to deposit the required sum into an escrow account or to replenish said escrow as required, any land use permit application or approval shall be withheld or suspended by the reviewer until such sum is deposited. No reviewer shall give any approval conditioned on future payments to be made. Any costs incurred by the City for professional services in processing a certificate of occupancy shall be recovered as a fee before said certificate shall be issued. No future application to any City council, commission, committee, board or officer shall be accepted, nor shall any City permit or certificate be issued, if said applicant has outstanding any fees due the City from any previous land use permit applications.
  - b. Any expenses for professional review fees incurred by the City in connection with a land use permit application shall be a charge against the real property which was the subject of the application and shall be a lien against such real property and shall be collected in the same manner as real property taxes in accordance with the provisions of Section 14.32 of the Administrative Code.
  - c. In the event of either a site plan or a subdivision plat approved by the Planning Board pursuant to the General City Law, this chapter, or Chapter 6 of this Code, the Planning Board Chairman shall not affix his or her signature to such site plan or subdivision plan until all outstanding professional review expenses have been paid by the applicant.

## Section 19-9.13

Severability,  
amendments  
and effective  
date

## Severability, amendments and effective date

### 1. Severability

Should any section or provision of this chapter be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

### 2. Amendments.

This chapter or any part thereof may be amended, supplemented or repealed, from time to time, by the City Council, pursuant to statute.

### 3. Effective date.

This article shall take effect immediately upon filing with the Secretary of State, State of New York, pursuant to § 27 of the Municipal Home Rule Law.



**Article 10**



# **ARTICLE 10: DEFINITIONS**





## Article 10

**Section  
19-10.1****Word  
Usage**

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**Word Usage.**

Words and terms stated in the present tense include the future; the singular includes the plural, unless the context requires otherwise; the masculine includes the feminine and neuter genders; the term "shall" is mandatory, not directory; the term "City" means the City of Poughkeepsie; the terms "Common Council," "Zoning Board of Appeals," "Planning Board," "City Administrator," "Director of Planning and Development," "Building Inspector," "Zoning Officer," "Corporation Counsel," "City Clerk" and other designated boards and/or officers mean the respective boards and officers of the City of Poughkeepsie so designated; the term "person" includes an individual, corporation, partnership, firm or other combination of persons; the term "lot" includes plot; the term "building" includes structure; the terms "occupied" and "used" as applied to any land or building shall be construed as though followed by the words "or intended, arranged or designed to be occupied or used." Words not specifically defined shall have their ordinary dictionary meaning as in Webster's New International Dictionary; construction and building terms shall use New York State Building Code definitions.

**Section  
19-10.2**  
**Words and  
Phrases  
Not  
Defined**

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**Words and Phrases Not Defined.**

Words and phrases not defined in this section but defined in other Codes and ordinances of the City or by State Statute will have meanings as defined by those Codes and ordinances or Statutes unless contrary intention clearly appears.

Words not otherwise defined shall have their common meaning or, if necessary, their ordinary dictionary meaning as in Webster's New International Dictionary. Construction and building terms shall use New York State Uniform Fire Prevention and Building Code definitions.

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**Definitions of Terms.**

As used in this Chapter the following terms shall have the meanings indicated:

**1**

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**1 UNIT RESIDENTIAL**

One dwelling unit in a single detached principal structure.

**2 UNIT RESIDENTIAL**

Two dwelling units in a single detached principal structure, also known as a duplex.

**3 UNIT RESIDENTIAL**

Three dwelling units, each unit having direct access to the ground outside, and arranged such that units are separated on one or more sides by vertical party walls.

A

**4 UNIT RESIDENTIAL**

Four dwelling units, each unit having direct access to the ground outside, and arranged such that units are separated on one or more sides by vertical party walls.

**5+ UNIT RESIDENTIAL**

A building containing 5 or more dwelling units where units may be located on more than one floor.

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**ACCESSORY BUILDING OR USE**

A building or use subordinate to the principal building or use on a lot and customarily incidental to the use of such principal building or use.

**ACCESSORY DWELLING UNIT (ADU)**

An accessory residential dwelling unit physically connected or attached to a principal single-unit or two-unit dwelling or connected or attached to an existing accessory structure such as a garage or carriage house. The ADU must be connected by at least one common wall or be structurally interdependent in some other way with the existing structure.

**ADULT USE**

A business that sells or disseminates explicit sexual material, and at which access to the public display of explicit sexual material is restricted by law to persons 18 years of age or older.

**AFFORDABLE HOUSING**

Housing for income-eligible residents as determined by Section 19-6.7 herein and/or grant, subsidy or financing sources for a housing project.

**AGRICULTURE, URBAN**

Urban agriculture includes production (beyond that which is strictly for home consumption or educational purposes), distribution and marketing of food and other products within areas not dominated by other agricultural activities. Examples include community, school, backyard, and rooftop gardens, innovative food-production methods that maximize production in a small area, community-supported agriculture based in urban areas, and family farms located in metropolitan greenbelts.

**ALLEY**

A narrow serviceway, providing a secondary public means of access to abutting properties.

**ALTERATION, HISTORIC**

Change or modification of an improvement on a landmark site or of an improvement parcel located within an historic district, including, but not limited to:

**Article 10**

- (a) Exterior changes to or modifications of structure, architectural details or visual characteristics such as paint color and surface texture;
- (b) Grading or surface paving;
- (c) Construction of new structures;
- (d) Cutting or removal of trees and other natural features;
- (e) Disturbance of archaeological sites or areas; and
- (f) The placement or removal of any exterior objects such as signs, plaques, light fixtures, street furniture, walls, fences, steps, plantings and landscape accessories that affect the exterior visual qualities of the improvement parcel.

**ALTERATION**

Any change or rearrangement in the structural parts or in the exit facilities of an existing building or structure or an enlargement thereof, whether by extension on a site or by an increase in height, or moving from one location or position to another.

**AMBULATORY HEALTH CARE FACILITY**

A building or portion thereof used for medical services, including diagnosis and treatment of human ailments, where no overnight accommodations are provided.

**ANIMAL HOSPITAL**

A business which provides care for domestic animals, including veterinary offices for the immunization, diagnosis or treatment of animals, where animals may be boarded during their convalescence. Any animal runs shall be at least 100 feet from a residential district.

**ANIMAL BOARDING FACILITY**

A business that could include pet grooming facilities as well as pet boarding facilities where animals are boarded during the day or for overnight stays. Any animal runs shall be at least 100 feet from a residential district.

**APARTMENT**

A dwelling unit located on an upper floor of a shopfront building or a factory building and having a minimum floor area of 300 square feet.

**APPEAL**

A request for a review of the Zoning Administrator's interpretation of any provision of this Chapter or a request for a variance.

**AREA OF SHALLOW FLOODING**

A designated AO Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one foot to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident.

**AREA OF SPECIAL FLOOD HAZARD**

The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

**ARTISAN FOOD AND BEVERAGE**

Small-scale production or preparation of food made on site with limited to no automated processes involved and may include direct sales to or consumption by consumers. This definition includes uses such as small-batch bakeries, craft breweries and cideries as regulated by the State of New York, artisan distilleries as regulated by the State of New York, small-batch candy shops, and local cheesemakers. This use may or may not have outdoor seating or patios as an accessory use, depending on the zoning subdistrict in which it is located.

**ARTISAN MANUFACTURING**

Application, teaching, making, or fabrication of crafts or products by an artist, artisan or craftsperson either by hand or with minimal automation and may include direct sales to consumers. This definition includes uses that employ activities and processes such as small-scale fabrication, welding, and coating, that are typically not permitted in nonindustrial zoning districts. This definition shall not include artisan food and beverage preparation or sales. Artisan manufacturing excludes heavy industrial processing or distribution of sand, gravel, clay, turf, soil, rock, stone, metals, petroleum and petroleum products and similar raw materials.

**ART STUDIO**

A place of work for one or more artists, artisans, or craftspersons where art is taught, studied, practiced, or sold, including, but not limited to, painting, sculpture, photography, writing, vocal or instrumental music, dance, drawing and modeling, but shall not include any art associated with tattoos, body piercing, or an adult use.

**AUTO-RELATED**

Auto-related uses include automobile sales, repair, service, gasoline stations, junkyards, wrecking, and wash facilities.

**B**

**BACKBUILDING**

A single-story structure connecting a principal building to an outbuilding.

**BAR or DRINKING ESTABLISHMENT**

An establishment in which alcoholic beverages are served, primarily by the drink, and where food may also be served.

**BASE FLOOD**

The flood having a one percent chance of being equaled or exceeded in any given year.

**Article 10****BASE HEIGHT, BUILDING**

A building's base height is defined as two times the width of the public right-of-way on which the building fronts.

**BASEMENT**

A story partly below curb level but having at least 1/2 of its height, measured from floor to ceiling above the average finished grade of the ground adjoining the building.

**BED-AND-BREAKFAST**

A private owner-occupied dwelling in which at least one and not more than five rooms are offered for rent for transient occupancy, in which overnight lodging and breakfast are offered to such occupant(s), and on which no public restaurant is maintained.

**BICYCLE ROUTE**

A street suitable for the shared use of bicycles and autos moving at low speeds.

**BICYCLE TRAIL**

A bicycle way running independently of a street.

**BILLBOARD**

Any sign advertising the sale of goods, the performance of service or the name or location of a proprietor not located on the lot upon which the sign is displayed. An outdoor advertising sign or mobile sign shall be included in the term "billboard."

**BROADCAST STUDIO**

A building or portion of a building used to produce and/or broadcast audio, radio, video, or television programs.

**BUILD-TO-CORNER**

"Build-to-corner" means that buildings at the intersection of two streets must be within the minimum and maximum front and side setback lines as shown on the illustration. Where the build-to-corner building placement is required, new development must meet this requirement by siting the building at its street corner.

**BUILD-TO-FRONTAGE**

The percentage of the building facade width that is required to be located within the front setback.

**BUILD-TO-ZONE**

An area of a lot designated for placement of a building facade along a street, located parallel to a front property line. The build-to-zone defines an area in which the locations of building fronts can vary within the minimum street setback to the maximum street setback.

**BUILDING**

A structure with a roof and walls.

**BUILDING AREA**

The total square footage of interior floor areas measured on a horizontal plane at the main grade level of the principal building and all accessory buildings exclusive of uncovered porches, terraces and steps.

**BUILDING BASE HEIGHT**

A building’s base height is defined as two times the width of the public right-of-way on which the building fronts.

**BUILDING FOOTPRINT AREA**

A measure of the total square footage contained within the outer walls of a building, measured on a horizontal plane at grade level.

**BUILDING(S), MAIN**

A building or group of buildings in which is conducted the principal use of the lot on which it is located.

**BULK**

The size and scale of buildings and non-building uses and the physical relationship of their size and scale in relation to the lot on which they are located. Bulk requirements include building height, building footprint, lot coverage, and setbacks.

**C**

**CANNABIS USE, ON-SITE CONSUMPTION**

A location wherein on-site recreational or social consumption of cannabis is licensed to occur.

**CANNABIS USE, RETAIL STORE**

A retail facility licensed to solicit or receive an order for, to keep or expose for sale, and to keep with intent to sell, made by any licensed person, whether principal, proprietor, agent, or employee, of cannabis or cannabis product to a cannabis consumer.

**CANNABIS USE, CULTIVATION**

The growing, cloning, harvesting, drying, curing, grading, and/or trimming of cannabis plants for sale to certain other categories of cannabis license- and permit-holders.

**CANNABIS USE, MANUFACTURING OR PRODUCTION FACILITY**

A facility that extracts and or packages cannabis and/or compounds, blends, extracts, infuses, or otherwise manufactures concentrated cannabis or cannabis products, but not the cultivation of the cannabis contained in the cannabis product.

**CANNABIS USE, LABORATORY TESTING FACILITY**

Any independent laboratory capable of testing cannabis and cannabis products for adult-use and medical-use; cannabinoid hemp and hemp extract; or for all categories of cannabis and cannabis products as per regulations set forth by the state cannabis control board.

**Article 10****CERTIFICATE OF APPROPRIATENESS**

A certificate issued by the Commission indicating its approval of plans for alteration, construction, removal, or demolition of a landmark, an improvement on a landmark site or an improvement located within an historic district.

**CHICKEN**

The common domestic fowl (*Gallus domesticus*) or its young. This definition shall not be construed to include male roosters.

**CHICKEN COOP**

A building where chickens are maintained, surrounded by a run, usually made with wire fencing to allow the birds to roam while contained. A coop must be completely enclosed to prevent the escape of any birds housed therein.

**CHICKEN RUN**

An enclosed area, including the top, attached to a coop, in which chickens are allowed to run.

**CLUSTER DEVELOPMENT**

Residential development of land on which the permitted dwelling units are concentrated on portions of the property with the remainder set aside as permanent open space.

**COIN-OPERATED AMUSEMENT DEVICES**

Any amusement machine or device operated by means of the insertion of a coin, token, paper currency or similar object, including electronic and computerized game machines, for the purpose of amusement or skill and for the playing of which a fee is charged. The term "coin-operated amusement device" shall not include any machine primarily designed for the vending of recorded music in return for the insertion or deposit of a coin or token or similar object.

**COMMERCIAL EVENT VENUE**

A location where events are held, including, but not limited to, weddings, parties, meetings, family reunions, conference and corporate events. Event venue locations can include tents, gazebos, barns and open areas accessory thereto.

**COMMERCIAL VEHICLE**

A vehicle with a capacity of over 3/4 of a ton, used for business purposes.

**COMMISSION**

The Historic Preservation Commission created pursuant to this Chapter.

**COMMON AREAS AND FACILITIES**

A parcel or parcels of land, together with all improvements thereon, the use and enjoyment of which are shared by the owners and occupants of individual building sites or dwelling

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units. Where “common areas and facilities” exist, the ownership of such property may be either public or private. Where such areas or facilities are not dedicated to the City of Poughkeepsie or any other public body, the owner of the “common areas and facilities” shall provide for and establish an organization for the continued ownership and maintenance of such “common areas and facilities.” Without limiting the generality of the preceding, the definition for “common areas and facilities” is intended to apply to condominiums and projects or developments involving homeowners associations.

**COMPATIBLE**

Capable of existing together in harmony (harmonious, consistent).

**COMPREHENSIVE PLAN**

A document or series of documents prepared by the Planning Department and adopted by the City Council setting forth the development policies for the future of the city.

**COMMERCIAL VEHICLE**

A vehicle, used for business purposes. Any vehicle with commercial advertising, business name or logo shall be considered a commercial vehicle, regardless of size. Includes all and any truck tractor, trailer, tractor-trailer combination, house trailers, house cars, limousines, boat or boat trailers, vehicles with snow plows, tow trucks or vehicles with tow truck apparatus, vehicles with exterior attached equipment or stored ladder(s), and/or any other vehicle usable for commercial purposes, with or without a business name, logo or advertising.

**COMMUNITY FACILITY**

A building used and occupied by a not-for-profit religious or membership corporation providing religious, charitable, recreational, entertainment, guidance, counseling or other similar amenities and facilities on a nonprofit basis similar to organizations commonly described as YMs, YWs, Boys & Girls Clubs, scout groups and other fraternal membership groups.

**COMMUNITY GARDEN**

Any piece of land, public or private, where plants are grown and maintained by a group of individuals in the community. Community gardens may produce food for individual consumption or food for sale, may be designed for beautification of the community, and/or may be used for educational purposes.

**CONDOMINIUM**

An individually owned dwelling unit or commercial or industrial establishment within a larger development with an interest in common areas and facilities that service the entire development.



**Article 10****D****CONFERENCE CENTER**

A facility consisting of meeting rooms, lecture rooms, and display space, and which may include dining, used for the conduct of business, professional or educational meetings, conferences, seminars, or displays.

**CONTRIBUTING PROPERTY IN AN HISTORIC DISTRICT**

Includes any building, other structure or site that, by age, location, design, setting, materials, workmanship or association, adds to the district's sense of time and place and historical development or is capable of yielding important information about an historically significant period.

**CONVENIENCE STORE**

A retail establishment having a gross floor area of no more than 4,000 square feet and whose primary offering is sale of grocery items, food, snacks, hot and cold beverages, prepackaged food products, household items, newsstand items, and other goods commonly associated with the same.

**COOPERATIVE**

A residence, commercial or industrial establishment which is owned and operated by a mutual company which also runs and operates all common areas and facilities, and which company is operated for the benefit of persons or families who are entitled to occupancy of the individual units by reason of ownership of stock therein.

**CULTURAL FACILITY**

A public or private establishment that documents, displays, or offers activities involving the social, intellectual, or artistic achievements of a society, such as a museum, performance space, or art gallery.

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**DAY CARE CENTER**

A business that provides licensed care in a protective setting for seven or more children or elderly or functionally-impaired adults for less than 24 hours per day.

**DAY CARE HOME**

A day care home is a dwelling in which a permanent resident provides licensed care in a protective setting for up to six children or elderly or disabled adults for less than 24 hours per day. The number counted includes the family's natural, adopted, or foster children who are under six years of age.

**DELI/DELICATESSEN**

A store where ready-to-eat food products (such as cooked meats and prepared salads) are sold, and where specialty grocery items may also be available.

**DEVELOPMENT**

Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazards.

**DEMOLITION**

Any act or process that destroys in part or in whole any exterior improvement or landscape feature of an historic landmark or within an historic district.

**DEVELOPMENT PERMIT**

A building/zoning permit required as a prerequisite to any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard.

**DISCOTHEQUE, DANCE CLUB OR NIGHTCLUB**

An establishment operated as a place of entertainment, characterized by any or all of the following as a principal use:  
1) live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians;  
2) dancing; and/or 3) the dispensing of alcoholic beverages for consumption on the premises.

**DRIVE AISLE**

A vehicle passageway or maneuvering space by which vehicles enter and depart parking stalls.

**DRIVE-THROUGH FACILITY**

A facility where patrons are served in automobiles, typically through means of a window, which allows patrons to purchase products or make transactions directly from a vehicle.

**DRIVEWAY**

A vehicle passageway giving access from a public way to a building, site or parking area.

**DUMP**

A lot or part thereof used primarily for the disposal, by abandonment, dumping, burial, burning or any other means and for whatever purpose, of garbage, sewage, sludge, trash, refuse, junk, discarded machinery, vehicles or parts thereof or waste material of any kind.

**DWELLING**

A structure designed exclusively or primarily for nontransient residential use.

**DWELLING, SINGLE-FAMILY**

A building designed for or occupied exclusively by one family. A single dwelling would normally contain a single kitchen area.

**Article 10****E****DWELLING, TWO-FAMILY**

A building designed for or occupied exclusively by two families living independently of each other.

**DWELLING, MULTIFAMILY**

A building or portion thereof containing separate dwelling units for three or more families, but which may have joint services or facilities or both.

**DWELLING, SEMIDETACHED**

Two dwelling units attached by a common wall, with parcels on the remaining three sides.

**DWELLING UNIT (DU)**

One or more rooms consisting of living, cooking, sanitary and sleeping facilities arranged for the use of one family.

**DWELLING UNIT AREA**

Area enclosed within the outside walls of the dwelling unit, with a structural ceiling height of at least seven feet six inches, excluding porches, garages, terraces, steps, public hallways and similar public spaces, cellars and basement rooms, used for storage, utility installations and other similar purposes.

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**EASEMENT**

Authorization by one property owner for the use of all or a portion of his property by another person for a specific purpose.

**ELEVATED BUILDING**

A building without a basement and built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers) or shear walls.

**EXCLUDED ACTION**

Any action which was undertaken, funded or approved prior to the effective dates set forth in State Environmental Quality Review Act (SEQR).

**EXEMPT ACTION**

Any action deemed exempt from review under the New York State Environmental Quality Review Act (SEQR).

**EXTERIOR ARCHITECTURAL FEATURE**

The architectural style, design, general arrangement and components of all of the outer surfaces of an improvement, as distinguished from the interior surfaces enclosed by said exterior features, including, but not limited to, the kind, color and texture of the building material and the type and style of all windows, doors, lights, signs and other fixtures appurtenant to such improvement.

**F****FACADE**

An exterior wall of a building that is adjacent to, fronts or is visible from a public street, park, or plaza, the Hudson River, Fallkill Creek, Dutchess County Rail Trail, Walkway Over the Hudson, or any public way or public school.

**FAMILY**

1. One of the following:
  - a. One, two or three persons occupying a dwelling unit; or
  - b. Four or more persons occupying a dwelling unit and living together as a traditional family or the functional equivalent of a traditional family.
2. It shall be presumptive evidence that four or more persons living in a single dwelling unit who are not related by blood, marriage or legal adoption do not constitute the functional equivalent of a traditional family.
3. In determining whether individuals are living together as the functional equivalent of a traditional family, the following criteria must be present:
  - a. The group is one which in theory, size, appearance, structure and function resembles a traditional family unit;
  - b. The occupants must share the entire dwelling unit and live and cook together as a single housekeeping unit. A unit in which the various occupants act as separate roomers may not be deemed to be occupied by the functional equivalent of a traditional family;
  - c. The group shares expenses for food, rent or ownership costs, utilities and other household expenses;
  - d. The group is permanent and stable. Evidence of such permanency and stability may include:
    1. *The presence of minor dependent children regularly residing in the household who are enrolled in local schools;*
    2. *Members of the household have the same address for purposes of voter's registration, driver's license, motor vehicle registration and filing of taxes;*
    3. *Members of the household are employed in the area;*
    4. *The household has been living together as a unit for a year or more whether in the current dwelling unit or other dwelling units;*
    5. *There is common ownership of furniture and appliances among the members of the household; and*
    6. *The group is not transient or temporary in nature;*
  - e. Any other factor reasonably related to whether or not the group is the functional equivalent of a family.

**Article 10****FARMERS' MARKET, OUTDOOR**

An establishment for the retail sale of local farm produce and agricultural products which may be conducted as either a principal or an accessory use and may or may not involve the installation and use of permanent structures. Such establishment may include multiple vendors.

**FAST-FOOD RESTAURANT**

An establishment where customers order, pay for and collect hot or cold meals and drinks from a counter whether or not the meals and drinks are to be consumed on or off the premises.

**FIRST STORY**

The ground or lowest story of a building entirely above the level of the ground around the building.

**FITNESS CENTER**

An establishment engaged in providing recreation for a fee or admission charge, including membership sports, recreation clubs, and health clubs, but specifically excluding amusement parks, driving ranges, water sports parks, rings, race tracks, or similar facilities, whether full-size or miniature and whether located indoors or outdoors.

**FLOOD BOUNDARY AND FLOODWAY MAP (FBFM)**

An official map published by the Federal Emergency Management Agency as part of a flood insurance study. The "FBFM" delineates the regulatory floodway along watercourses studied in detail in the flood insurance study.

**FLOOD HAZARD AREA**

The maximum area of the floodplain which is likely to be flooded by a one-hundred-year flood, or any area for which mud slides can reasonably be anticipated.

**FLOOD INSURANCE RATE MAP (FIRM)**

The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY**

The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the flood boundary-floodway map and the water surface elevation of the base flood.

**FLOOD or FLOODING**

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters; and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

**FLOODPLAIN AREA**

The relatively flat area or lowlands adjoining the channel of a river, stream, watercourse, canal or any body of standing or tidal water, which has been or may be covered by floodwater.

**FLOODPROOFING**

Any combination of structural and nonstructural additions, changes or adjustments to properties and structures, primarily for the reduction or elimination of flood damage to lands, water and sanitary facilities, structures and contents of buildings.

**FLOODWAY**

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as determined by the Federal Emergency Management Agency in the flood insurance study or by other agencies as provided in Section 19-4.6(c)(3)b.

**FLOOR**

The top surface of an enclosed area in a building (including basement), such as the top of slab in concrete slab construction or the top of wood flooring in wood-frame construction.

**FLOOR AREA**

The sum of the gross horizontal areas of the several floors of the building or buildings, measured from the interior faces of exterior walls, or from the center line of walls separating two buildings. In particular, the "floor area" of a building or buildings shall include:

- (a) Basement space.
- (b) Elevator shafts and stairwells at each floor.
- (c) Floor space for mechanical equipment.
- (d) Penthouses.
- (e) Attic space (whether or not a floor has actually been laid) providing structural headroom of seven feet six inches or more.
- (f) Interior balconies and mezzanines.
- (g) Enclosed porches.
- (h) Accessory uses, not including space for accessory off-street parking.

**However, the "floor area" of a building shall not include:**

- (i) Cellar space, except that cellar space used for retailing shall be included for the purpose of calculating requirements for accessory off-street parking spaces and accessory off-street loading berths.
- (j) Elevator and stair bulkheads, accessory water tanks and cooling towers.
- (k) Uncovered steps.
- (l) Terraces, breezeways and open spaces.

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(m) Accessory off-street parking spaces.

**FLOOR AREA, LIVABLE**

All spaces within the exterior walls of a dwelling unit, exclusive of garages, breezeways, unheated porches, cellars, heater rooms and basements having a window area of less than 20% of the square foot area of the room. Usable floor area shall be deemed to include all spaces not otherwise excluded above, such as principal rooms, utility rooms, bathrooms, all closets and hallways opening directly into any rooms within the dwelling unit and all attic space having a clear height of at least five feet from finished floor level to pitch of room rafter with a clear height of seven feet six inches from finished floor level to ceiling level over 50% of the area of such attic space.

**FLOOR AREA RATIO (FAR)**

The ratio of the floor area of a building divided by its lot area.

**FLOOR, LOWEST**

Lowest level including basement, crawl space or garage of the lowest enclosed area.

**FOOD TRUCK/MOBILE FOOD DISPENSING CART**

A vehicle from which food is sold. Such vehicle typically contains cooking facilities where the food is prepared or warmed.

**FOOTCANDLE**

A measure of illumination being the illumination at all points one foot from a uniform point source of one candle power.

**FRATERNITY OR SORORITY HOUSE**

A residence occupied and maintained by and for the exclusive use of a fraternity or sorority affiliated with a recognized institution of higher learning.

**FRONT BUILDING LINE**

The plane of a building that borders the public right-of-way, parallel to or coterminous with the front property line.

**FRONT PROPERTY LINE**

The boundary separating the lot from the public right-of-way.

**FRONTAGE OCCUPANCY**

The percentage of the lot width that must be occupied by either a front building facade or structures that screen parking, located within the area between the minimum and maximum front setback.

**FRONTAGE**

Linear distance of a lot along street line.

**FRONTAGE LINE**

A lot line bordering a public right-of-way, parallel to or

coterminous with the front facade of a building. Facades facing frontage lines define the public space and are therefore more regulated than the elevations facing other lot lines.

#### FRONTAGE OCCUPANCY

Frontage occupancy is the percentage of the lot width that must be occupied by either a front building facade or structures that screen parking, located within the area between the minimum and maximum front setback.

#### FUNCTIONALLY DEPENDENT USE

A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding and ship repair. The term does not include long term storage, manufacture, sales or service facilities.

## G

#### GARAGE, PRIVATE

An enclosed space for the storage of one or more motor vehicles, provided that no business, occupation or service is conducted for profit therein nor space therein for more than one car is leased to a nonresident of the premises.

#### GARAGE, PUBLIC

Any garage other than a private garage, available to the public, operated for gain and which is used for temporary storage of automobiles or other motor vehicles.

#### GRADE, FINISHED

Natural surface of the ground or surface of the ground after completion of any change in contour.

#### GREEN ROOF

A vegetated roof design that is explicitly designed to absorb rainfall or snowmelt, typically to manage stormwater, mitigate the heat island effect, provide a habitat for urban wildlife, or offer leisure and recreational space for building occupants.

#### GROSS VEHICLE WEIGHT

The weight of a commercial vehicle, plus its maximum load-carrying capacity designated by the manufacturer and shown on the vehicle registration.

## H

#### HEIGHT

The height of a building or structure is determined by measuring the vertical distance between the average ground level around the perimeter of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs and to the mean



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height between eaves and the ridge for gable, hip and gambrel roofs.

**HIGHEST ADJACENT GRADE**

The highest natural elevation of the ground surface, prior to construction, next to proposed walls of a structure.

**HISTORIC DISTRICT**

A geographically definable area possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. In addition, historic districts consist of contributing and noncontributing properties. Objects, structures, buildings and sites within an historic district are usually thematically linked by architectural style or designer, date of development, distinctive urban plan, and/or historic associations.

**HISTORIC PRESERVATION**

The following series of definitions relate to historic district and landmark preservation:

- (a) *Commission*. The Historic District and Landmark Preservation Commission of the City of Poughkeepsie.
- (b) *Exterior architectural feature or exterior feature*. The architectural style, design, general arrangement and components of all of the outer surfaces of an improvement, as distinguished from interior surfaces, including but not limited to the kind, color and texture of the building material and the type and style of all windows, doors, lights, signs, other fixtures and plantings appurtenant to such improvement.
- (c) *Improvement*. Any building, structure, place, work of art, sign, planting site or other object constituting a physical betterment of real property or any part of such betterment.
- (d) *Historic District*. Any area which contains places, sites, structures or buildings which have a special character and ambiance or historical value or aesthetic interest and which represent one or more periods or styles of architecture of an era of history and which cause such area to constitute a distinct section of the city and is so designated by the Common Council under the provisions of this chapter.
- (e) *Landmark*. Any place, structure or building of historical value or aesthetic interest by reason of its antiquity or uniqueness of architectural design or as part of the development, heritage or cultural characteristics of the City, county, state or nation.
- (f) *Landmark and Historic District Map*. A map to be prepared and maintained by the planning department identifying the location of all landmarks, landmark sites and historic districts.
- (g) *Landmark Site*. A parcel or part thereof on which is situated a landmark and any abutting parcel or part thereof constituting part of the premises on which the "landmark" is situated.
- (h) *Styles of Architecture*. Style recognized by one of the following organizations:

The National Register of Historic Places  
Historic American Buildings Survey  
Historic American Engineering Record  
National Park Service of the United States Department of the Interior  
Division of Historic Preservation, New York State Office of Parks and Recreation  
National Trust for Historic Preservation  
Society of Architectural Historians

**HOME OCCUPATION**

Any use customarily conducted entirely within a dwelling and carried on by the resident thereof, which use is clearly incidental and secondary to the primary use.

**HOSPITAL**

A building used for diagnosis, treatment and care of human ailments.

**HOTEL**

A facility with guest rooms or suites with access from an interior hallway rented to the general public for overnight or temporary lodging for 30 days or less, and which may include accessory uses, such as a restaurant, kitchen facilities, swimming pool, gym, gift shop, and meeting rooms.

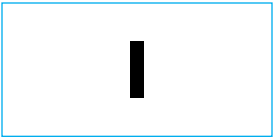
**IMPROVEMENT**

Any structure, building, fixture, object or feature which, in whole or in part, constitutes an exterior or public interior betterment of any real property.

**INSTITUTIONAL CARE RESIDENCES**

The following is a series of definitions of various types of residential uses that are designed to assist in the care and/or rehabilitation of persons who are wards of the state:

- (a) *Agency community residence.* A transitional or long-term noninstitutional residence for persons of 21 years or over who do not require hospitalization, but who are unable to function adequately in their own home or other completely independent living environment, which is operated by or sponsored by or subject to the approval of a public social service or mental hygiene agency or private, nonprofit agency authorized by the New York State Department of Social Services.
- (b) *Agency group home.* A noninstitutional home set up in theory, size, appearance and structure to bear the general character of a family unit in a relatively permanent household headed by a household or householders for not fewer than seven nor more



## Article 10

than 12 placed, committed or boarded minors under the age of 21, which is operated or sponsored by or subject to the approval of a public social service agency or private nonprofit child caring agency, authorized by the New York State Department of Social Services.

- (c) *Family care home.* A private home authorized by the New York State Department of Social Services providing residential care for up to six mentally disabled persons who are no longer in need of inpatient care and treatment, but who are not yet capable of functioning adequately in their own homes or in other living arrangements.
- (d) *Intermediate care facility.* A public or private home or other facility approved by the New York State Department of Health to provide health-related care and services to adults, who because of their physical or mental condition require institutional care and services, but who do not require the level of service provided in a hospital or skilled nursing care facility.
- (e) *Domestic violence shelter.* A congregate residential facility, licensed by New York State Department of Social Services, providing a capacity of not more than 20 persons including adults and children organized for the exclusive purpose of providing temporary shelter and emergency services and care to victims of domestic violence and their minor children.

#### **INSTITUTION FOR HIGHER LEARNING, BUSINESS, VOCATIONAL, AND TRAINING SCHOOL**

The following examples are a non-exhaustive list of schools that fall under this definition: colleges, universities, junior colleges, business, banking, business management, secretarial and office service schools, computer and data processing schools, art and drafting schools, barber, beauty and cosmetology schools, commercial or noncommercial food preparation schools, photography schools, schools for training in the martial arts, dancing, gymnastics and music.

## J

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#### **JUNKYARD**

A lot, land or structure or part thereof used primarily for the collecting, storage and sale of wastepaper, rags, scrap metal or other material; or for the collecting, dismantling, storage and salvaging of machinery or vehicles not in running condition and for the sale of parts thereof. The placing, parking, storing or permitting to be placed, parked or stored in view of any public highway of more than two dismantled or unregistered and inoperative motor vehicles on any piece of property for more than one day or if on the premises of a legally established garage or repair shop for a period of more than 30 days shall be deemed to constitute the operation of a junkyard on said premises.

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L

**LANDMARK**

A building, district, site, structure, or object significant in American history, architecture, engineering, archaeology or culture at the national, state, or local level.

**LAND USE PERMIT**

Any governmental permit or approval required by this Code or other applicable law, rule or regulation concerning the use of real property, including but not limited to site plan approval, subdivision approval, zoning amendment, other local law change, special permit, use variance, area variance, interpretation, change of use permit, certificate of legal nonconformity, building permit or other land use permit application or appeal.

**LIGHT MANUFACTURING**

Premises available for the creation, assemblage and/or repair of previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, and incidental storage using table-mounted machinery or artisanal equipment, and including their retail sale. Light manufacturing excludes basic industrial processing or distribution of sand, gravel, clay, turf, soil, rock, stone, metals, petroleum and petroleum products and similar raw materials.

**LINE, STREET**

The dividing line between the street and the lot.

**LIVE-WORK HOUSING**

A dwelling unit that includes a workspace appropriate for the practice of an occupation permitted in the district and conducted by a resident in the dwelling. If any retail sales or services to the public are conducted in the workspace, it shall be located on the ground floor.

**LIVESTOCK**

Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, ratites, such as ostriches, emus, rheas and kiwis, farmed deer, farmed buffalo, fur bearing animals, wool bearing animals, such as alpacas and llamas, milk, eggs and furs.

**LOADING SPACE**

Unobstructed, suitably surfaced area, no part of which is located on any street or public right-of-way, the principal use of which is to accommodate trucks while loading and unloading.

**LOT**

Land delineated by lot lines, that is vacant or occupied or to be occupied by a building to be used for a single principal use and its accessory buildings or uses, together with any open spaces are as remaining; provided, however, that for purposes of the definition of "lot," office parks, shopping centers, condominiums, townhouses and multifamily dwelling developments and their accessory buildings or uses, together with any open spaces as

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are remaining, shall be considered one principal use.

**LOT, AREA**

The total horizontal area included within the lot lines.

**LOT, CORNER**

A lot at the junction of and abutting on two or more intersecting streets when the interior angle of intersection of the street line does not exceed 135°.

**LOT COVERAGE**

Impervious coverage is measured by dividing the total area of the building footprints of all principal and accessory structures and all paved surfaces of the site, by the total lot area.

**LOT, DEPTH**

The horizontal distance between the midpoints of the front and rear lot lines measured in the general direction of the side lot lines.

**LOT, FLAG**

A lot located in such a position that it is to the rear of some other lot fronting on the same street and served by means of an accessway.

**LOT, INTERIOR**

A lot other than a corner lot.

**LOT LINE**

A boundary of a lot.

**LOT LINE, FRONT**

The street line along the principal street on which the lot abuts.

**LOT LINE, SIDE**

The lines separating the lot from the immediately adjacent lot.

**LOT LINE, REAR**

The boundary opposite the front line, but should this be less than 10 feet in length or should the lot come to a point at the rear, the rear lot line shall be deemed to be a line parallel to the front line, not less than 10 feet in length, lying wholly within the lot and farthest from the front line.

**LOT OF RECORD**

A lot which is part of a subdivision recorded in the office of the City or County Clerk or a lot or parcel described by metes and bounds which has been so recorded prior to the effective date of this chapter or any amendment thereof that would affect such lot.

**LOT, THROUGH**

A lot which is not a corner lot and which has two street lines.

**LOT, WIDTH**

**M**

The distance between the side lot lines measured across the required front yard minimum setback line parallel with the street.

**LOWEST FLOOR**

The lowest floor surface of the lowest enclosed area, including basement or cellar, in a structure. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement is not considered a building's "lowest floor," provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this chapter.

**MANUFACTURED HOME,**

A structure transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term includes mobile homes as well as park trailers, travel trailers and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

**MANUFACTURED HOME PARK**

A parcel or tract of land under the control of a person or entity upon which 2 or more manufactured homes are located and operated as a for-profit enterprise with water, sewer or septic, and electrical services available.

**MANUFACTURING**

Any process whereby the nature, size or shape of articles or raw materials is changed, or where articles are assembled.

**MARINA**

Any premises containing one or more piers, wharves, docks, moorings, bulkheads, buildings, slips or basins primarily for the docking, mooring, storage and servicing of boats for compensation.

**MARKET FOR ARTS, CRAFTS, OR FOOD PRODUCTS**

The retail sales of creative arts or crafts objects, food, flowers, or agricultural products, occurring in an approved outdoor area or building, where the vendors are individuals who have been involved in producing the products or have taken them on consignment for retail sale.

**MARKET GARDEN**

A site where food, ornamental crops, or trees are grown for sale to the general public.

**MEAN SEA LEVEL**

For flood damage prevention and national flood insurance program purposes, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on the community's Flood Insurance Rate Map are referenced.

**Article 10****MEMBERSHIP CLUB**

An unincorporated association of persons for common social purpose, or an association incorporated under the Membership Association Law, and which association or membership corporation is not conducted for profit and is not a part of, related to or associated with a profit-making venture, and which is managed by officers or directors, serving without pay and chosen or elected directly by members who form such an association or membership corporation.

**MINISTERIAL ACTION**

An action performed upon a given state of facts in a prescribed manner imposed by law without the exercise of any judgment or discretion as to the propriety of the action, such as the grant of a dog license.

**MINIWAREHOUSE**

A building or group of buildings consisting of individual, self-contained units for the storage of customer goods or wares.

**MIXED-USE DEVELOPMENT**

Development or redevelopment of a building or group of buildings for the purpose of allowing a combination of permitted uses with complementary functions, such as residential above retail, and which share parking areas, pedestrian access, and other site features.

**MIXED-USE, HORIZONTAL**

Horizontal mixed-use blocks combine single-use buildings on distinct parcels in a range of land uses within one block as shown below. This approach avoids the complexities of vertical layered uses while achieving the goal of placemaking that is made possible by bringing together complementary uses in one place. Horizontal mixed-use offers the advantage of sharing utilities and amenities while providing an easier to build mix of uses within a walkable area.

**MIXED-USE, VERTICAL**

A vertical mixed-use building combines different uses in the same building as shown below. Lower floors should have more public uses with more private uses reserved for the upper floors, with the exception of roofs, which should be reserved for public use. For example, the ground floor could have retail or entertainment uses, the second floor offices and some form of residential uses like a hotel or apartments. In locations, an entire block or neighborhood may be composed of vertical mixed-use buildings.

**MOTOR VEHICLE REPAIR, MAJOR**

General repair, rebuilding or reconditioning of engines, motor vehicles or trailers, such as collision service, body repair and frame straightening; painting and upholstering; vehicle steam cleaning; and undercoating, or any activities defined as minor repairs, below, affecting trucks exceeding 1 1/2 tons' capacity.

N

#### **MOTOR VEHICLE REPAIR, MINOR**

Minor repairs, incidental replacement of parts and motor service to motor vehicles, including trucks not exceeding 11/2 tons' capacity, but not including any operation included in the definition of automobile repair, major above.

#### **MOTOR VEHICLE SALES**

Any building, land area or other premises used for the display or sale of new or used automobiles, trucks, trailers or boats, but not including any repair work other than warranty band other repair service conducted as an accessory use on such premises.

#### **MOTOR VEHICLE FUEL/GASOLINE STATION**

Any building, land area or other premises used or intended to be used for the retail dispensing or sales of automobile fuels, which activity may be accompanied by accessory uses such as sales of lubricants, tires, accessories or supplies, minor repairing of automobiles or a single-bay auto wash; provided, however, that automobile wrecking, major repairing of automobiles, parking or storing of automobiles for hire and the operation of more than one towing vehicle shall not be deemed permissible accessory uses of an "automobile service station."

#### **MOTOR VEHICLE WRECKING**

The dismantling or disassembling of motor vehicles or trailers or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles or their parts.

#### **MOTOR VEHICLE WASH**

Any building or premises or portion thereof, the use of which is devoted to the business of washing or waxing automobiles for a fee, whether by automated cleaning devices or otherwise.

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#### **NEW CONSTRUCTION**

Structure for which the "start of construction" commenced on or after the effective date of this chapter.

#### **NONCOMPLYING BUILDING**

A building which contains a use permitted in the district in which it is located but which does not comply with one or more of the lot and bulk regulations of that district.

#### **NONCOMPLYING LOT OF RECORD**

A lot of record which does not comply with lot requirements for any permitted use in the district in which it is located.

#### **NONCONFORMING SIGN**

Any sign lawfully existing prior to the date of enactment of any



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provision of this chapter or any amendment thereto to which it does not conform.

**NONCONFORMING USE**

A use, whether of a building or land, or both, which does not conform to the regulations respecting permitted uses as set forth in this chapter for the district in which it is situated, but which lawfully existed prior to the enactment of this chapter or any revision or amendment thereto and which is maintained after the effective date of this chapter or such revision or amendment.

**NONCONTRIBUTING PROPERTY IN AN HISTORIC DISTRICT**

Includes any building, other structure or site that does not add to the district's sense of time and place and historical development; or one where the location, design, setting, materials, workmanship or association have been so altered or have so deteriorated that the overall integrity of the building, structure, or site has been irretrievably lost. Although changes to a noncontributing property may not have historical significance, they may affect the historic integrity of the district as a whole.

**NURSERY**

An establishment where woody or herbaceous plants are grown for sale, including a structure for the sale of such merchandise.

**NURSERY SCHOOL or PRESCHOOL**

A place providing or designed to provide daytime care or instruction by an individual association, corporation, institution or agency, whether or not for compensation or reward, for seven or more children from the age of two years to five years inclusive, away from their homes for more than 2 1/2 but fewer than 10 hours per day.

**OBJECT**

The term "object" is used to distinguish from buildings and structures those items that are artistic or informational in nature and which may be relatively small in scale and simply constructed. Examples include boundary markers, mileposts, boats, fountains, monuments, and sculpture.

**OFFICE**

A building or portion of a building where services are performed that are predominantly administrative, professional, or clerical operations.

**OFFICE PARK**

A group of two or more principal buildings and their accessory buildings or uses, together with any open spaces as are remaining, located on one lot, which buildings shall have a unified site plan and shall be designed to function as one project. The buildings in an "office park" shall be occupied or used principally for business or professional offices. The buildings may be

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occupied or used, on an accessory, incidental basis, for the sale of goods, materials or products. Manufacturing, assembling, servicing and repair are prohibited activities in an “office park.”

**ONE-HUNDRED-YEAR FLOOD**

A flood of such magnitude as may reasonably be expected to be equaled or exceeded on an average of once every 100 years; the term also means that level of flooding having a 1% probability of occurrence in any year.

**OPEN SPACE**

An unoccupied space open to the sky on the same lot with a building.

**ORDINARY REPAIRS AND MAINTENANCE**

Replacement of any part of an improvement for which a permit issued by the Building Department is not required by law, where the purpose and effect of such work or replacement is to correct any deterioration or decay of or damage to such improvement or any part thereof and to restore same, as nearly as may be practicable, to its condition prior to the occurrence of such deterioration, decay or damage.

**OUTBUILDING**

An accessory building, located toward the rear of the same lot as a principal building, and sometimes connected to the principal building by a backbuilding.

**OUTDOOR DISPLAY**

Includes uses which sell, rent or display merchandise or equipment predominantly outside of an enclosed building. Such uses do not include storage of inoperative vehicles or equipment, or other materials typically associated with a junkyard or salvage yard.

**OUTDOOR SEATING AREA**

A designated area in the front, side or rear yard of a restaurant or cafe, or on a roof top, with readily removable tables, chairs or railings, and no overhead coverage other than umbrellas, awnings, or other similar weather protections.

**OUTDOOR STORAGE**

The location of any goods, wares, merchandise, commodities, junk, debris, or any other item outside of a completely enclosed building for a continuous period longer than 24 hours.

**OUTPARCEL**

A parcel of land, generally located on the perimeter of a larger parcel of commercial land, that is subordinate to the larger parcel.

**OUTPATIENT MEDICAL CARE**

A facility providing outpatient procedures, walk-in services, urgent care, and substance use disorder treatment.

**Article 10****P****OWNER**

Any person or persons having such right to, title or interest in any improvement so as to be legally entitled upon obtaining the required permits and approvals from the City agencies having jurisdiction over building construction, reconstruction, alteration or other work as to which such person seeks the authorization or approval of the Commission pursuant to this chapter.

**PARK, POCKET**

A small park, less than 2,500 square feet in area and accessible to the general public, that is located in close proximity to a public sidewalk, and provides green space, landscaping, benches and other pedestrian amenities and which may include art.

**PARKING AREA**

An open area, other than a street, used for the temporary parking of more than four automobiles and available to the public whether free, for compensation or as an accommodation for clients or customers.

**PARKING SPACE**

An area for the temporary storage of a motor vehicle located in other than a public street or other public way and having a width of not less than nine feet and a length of not less than 20 feet and having a permanent means of access to a public street or public alley without requiring passage through another parking space.

**PARKING STRUCTURE**

A structure available to be used by the public to temporarily park registered and operable motor vehicles.

**PARTY WALL**

A wall common to and separating two buildings, constructed of noncombustible material, with a fire-resistance rating of not less than two hours.

**PERSONAL SERVICE ESTABLISHMENT**

An establishment or place of business primarily engaged in the provision of recurrently needed services of a personal nature. Typical uses include, but are not limited to, beauty and barber shops, banks and financial institutions, shoe repair shops, tailor shops, and spas.

**PET**

A domesticated animal kept for pleasure rather than utility or profit.

**PLANNED RESIDENTIAL DEVELOPMENT (PRD)**

A development planned as a single unit, consisting of a mix of residential units and open spaces and related uses and facilities.

R

**PORCH or TERRACE**

Unenclosed portion of a residential structure extending outward from an exterior wall, with or without a roof.

**PRIMARY STREET**

The street on which the street address is located, or if there is no street address then it is the street that is most logically considered as providing the primary access to the property.

**PRINCIPAL USE**

The primary use of a lot.

**PRIVATE PROPRIETARY HOME FOR ADULTS**

A private facility operated for the purpose of providing suitable care for two or more adults who, though not requiring medical or nursing care, do require, in addition to lodging and board, the services of attendants to assure their safety and comfort and to enable them to be bathed, dressed, fed and to move about.

**PROFESSIONAL OFFICE**

Office for person or persons whose vocation or occupation requires advanced training in a liberal art or science and whose work usually involves nonmanual work.

**PROFESSIONAL OFFICE IN A RESIDENCE**

Any use customarily conducted entirely within a dwelling and carried on by the resident thereof, which use is clearly incidental and secondary to the primary use, which requires advanced training in a liberal art or science and which is usually nonmanual.

**PUBLIC GARAGE**

A structure that is publicly owned or operated and is available to be used by the public to temporarily park registered and operable motor vehicles.

**PUBLIC RIGHT-OF-WAY**

The public right-of-way includes the entire street width, as measured from front property line to front property line, inclusive of sidewalks.

**PUBLIC OR QUASI-PUBLIC COMMUNITY FACILITY**

A use operated by a public or not-for-profit entity and used for a public purpose, such as a library, museum, , public safety building, post office, public utility building, or community center.

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**RECREATION VEHICLE**

A vehicle towed or self-propelled on its own chassis or attached

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to the chassis of another vehicle and designed or used for temporary living, recreation or sporting purposes. The term "recreational vehicle" shall include but not be limited to travel trailer, pickup campers, camping trailer, converted trucks and buses, boat and skimobile trailers and similar vehicles.

**RECREATIONAL FACILITY, COMMERCIAL**

A commercial establishment equipped for the conduct of sports or leisure-time activities, such as a gym, fitness or martial arts center, swimming pool, or health club, billiard hall, tennis club, skating rink, bowling alley, but not including video or other game arcades.

**REMOVAL**

Any relocation of an improvement and/or landscape feature on its site or to another site.

**RESTAURANT, STANDARD**

An establishment engaged in the sale to the general public of commodities or goods in small quantities to ultimate consumers. Any establishment separately defined in this chapter shall not be considered a retail establishment.

**RETAIL ESTABLISHMENT**

An establishment engaged in the sale to the general public of general merchandise for direct use or consumption, including on-premises incidental production or assembly, but not including sale to another business for resale purposes. Any establishment separately defined in this chapter shall not be considered a retail establishment.

**REVIEWER**

Any governmental council, board, commission, committee or other body or any official which has the jurisdiction, authority, or duty to make a determination as to the approval or disapproval of an application for a land use permit.

**ROOF GARDEN**

A garden on the flat roof of a building.

**ROOMING AND BOARDING HOME**

Any dwelling with more than three but eight or fewer sleeping rooms in which persons either individually or as families are housed or lodged, but which is not available for public or overnight guests, and where a fee or other consideration is charged for periods of occupancy.

**ROWHOUSE**

A single-family dwelling that shares a party wall with another dwelling of the same type and occupies the full frontage line.

S

**SATELLITE DISH ANTENNA**

A device incorporating a reflective surface that is solid, open mesh or bar-configured and is in the shape of a shallow dish, cone or horn. Such device is used to transmit and/or receive radio or electromagnetic waves between terrestrial and/or orbital-based uses.

**SCHOOL**

An institution providing full-time day instruction and a comprehensive course of study in elementary and/or secondary education which meets the requirements of the New York State Education Law.

**SECONDARY STREET**

The street abutting a lot that is not a primary street. There is at least one secondary street on a corner lot.

**SECURITY GRILL**

Solid metal or open-grated metal grills designed to be pulled down, folded over, or attached in front of or behind the entrance door or doors, vestibule, window display, storefront, or any other openings that face the public streets and sidewalks to prevent entry to the premises. A solid metal grill shall not be defined to include solid metal garage doors that face public streets and sidewalks and act as a primary entrance to a building rather than a security device.

**SELF-SERVICE GASOLINE PUMPS**

An island which contains fuel tanks in which motor fuels are stored and dispersed into the fuel tanks of motor vehicles by persons other than a service station attendant.

**SELF-STORAGE FACILITY**

An enclosed area or structure used for the storage of items not belonging to the owner of the land on which such enclosed area or structure is located, in exchange for rent paid for the use of said enclosed area or structure.

**SHARED PARKING**

A land use development strategy that optimizes parking capacity by allowing complementary land uses to share spaces rather than producing separate spaces for separate uses.

**SHOPPING CENTER**

A tract of land, with buildings, planned as a whole, intended for three or more retail establishments, with common accessory parking on the same site.

**SIGN**

Any device, structure, fixture, painting, emblem, or visual that uses words, graphics, colors, illumination, symbols, numbers, or letters for the purpose of communicating a message. "Sign"

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includes the sign faces as well as any sign supporting structure. The following words and phrases shall have the meanings respectively ascribed to them herein particularly as they relate to sign regulations:

**AWNING**

A cloth, plastic, or other nonstructural covering that projects from a wall for the purpose of shielding a doorway or window. An awning is permanently attached to a building and may be raised or retracted to a position against the building when not in use.

**AWNING SIGN**

Any sign painted on, or applied to, an awning.

**BILLBOARD AND OFF-PREMISES SIGN**

A sign structure advertising an establishment, merchandise, event, service or entertainment which is not sold, produced, manufactured or furnished at the property on which the sign is located.

**CANOPY**

A structure other than an awning made of fabric, metal, or other material that is supported by columns or posts affixed to the ground and may also be connected to a building.

**CANOPY SIGN**

Any sign painted on, or applied to, a canopy.

**CHANGEABLE COPY SIGN**

A fixed sign that is designed so that characters, letters, or illustrations can be changed or rearranged manually to change the message on the sign without altering the face or surface of the sign.

**DIRECTIONAL SIGN**

Signs designed to provide direction to pedestrian and vehicular traffic into and out of, or within, a site.

**ELECTRONIC MESSAGE DISPLAY**

The portion of a sign message made up of internally illuminated components capable of changing the message periodically. Televisions and electronic video displays are not considered electronic message displays and are prohibited.

**FLAG SIGN**

Any sign printed or painted on cloth, canvas, or other like materials deemed appropriate with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners.

**FREESTANDING SIGN**

A sign supported by structures or supports that are placed on, or anchored in, the ground and that is independent and detached from any building or other structure. The following are subtypes of freestanding signs:

**MONUMENT SIGN** — A sign permanently affixed to the ground at its base, supported entirely by a base structure, and not mounted on

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a pole or attached to any part of a building.

**POLE SIGN** — A freestanding sign that is permanently supported in a fixed location by a structure of one or more poles, posts, uprights, or braces from the ground and not supported by a building or a base structure.

**ILLUMINATION**

A source of artificial light from electricity, gas or other artificial means.

**EXTERNAL ILLUMINATION** — Artificial light, located away from the sign, which lights the sign face.

**INTERNAL ILLUMINATION** — A light source that is concealed or contained within the sign and becomes visible in darkness through a translucent surface. Electronic message display signs and signs incorporating neon lighting shall not be considered internal illumination for the purposes of this section.

**HALO ILLUMINATION** — A sign using a three-dimensional message, logo, etc., which is lit in such a way as to produce a halo effect (also known as back-lit illumination).

**INFLATABLE SIGN**

A sign that is an air-inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure and equipped with a portable blower motor that provides a constant flow of air into the device.

**MARQUEE**

A permanent structure, other than a roof or canopy, attached to, supported by, and projecting from a building and providing protection from the elements; typically associated with theaters.

**NEON SIGN**

A sign illuminated by a neon tube, or other visible light-emanating tube, that is bent to form letters, symbols, or other graphics. This may include, but is not limited to, LEDs, exposed glass tube lighting, neon, or rope lighting.

**NONCOMMERCIAL SIGN**

A sign which in no way identifies, advertises, or directs attention to a business or is intended to induce a purchase of a good, property, or service, or portrays or symbolizes a good, property, or service, especially, but, without limitation, a brand or trade name, an identifiable container shape, or a trademark, within 1,000 feet from a point of commercial solicitation, sale, or distribution of such good, property, or service.

**NONCONFORMING SIGN**

A sign that was legally erected and maintained as of the effective date of this section, or amendment thereto, that does not comply with sign regulations of the district in which it is located.

**PROJECTING SIGN**

A building-mounted, double-sided sign with the two faces generally perpendicular to the building wall.

**PENNANT/STREAMERS**



**Article 10**

Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series and designed to move in the wind.

**POLITICAL SIGN**

A noncommercial sign concerning candidates for public office or ballot issues in a primary, general, municipal, or special election.

**ROOF SIGN**

Any sign erected on or attached to a roof or a sign attached to a building that projects above the cornice line.

**SIGN AREA**

The measurement shall be determined by the smallest rectangle encompassing the entire face of a sign. This rectangle includes the advertising surface and any framing, trim, molding, background, and the supporting structure situated above the lowest edge of the sign face.

**TELEVISION DISPLAY SIGN**

A sign that contains electronic video displays intended to emit television-quality video.

**TEMPORARY SIGN**

A banner, pennant, poster or advertising display that appears to be intended or is determined by the code official to be displayed for a limited period of time.

**THREE-DIMENSIONAL SIGN**

Signs such as barber poles, eyeglasses, mortar and pestles, etc., related to the business's products or services, having length, width, and depth and including, but not limited to spheres, balloons, and or objects. A rectangular or circular sign with a thickness/diameter of less than 13 inches shall not be considered a three-dimensional sign.

**VEHICULAR SIGN**

Any vehicle and/or trailer to which a sign is affixed in such a manner that the carrying of the sign is no longer incidental to the vehicle's purpose but becomes the primary purpose of the vehicle.

**VERTICAL BLADE SIGN**

A tall, double-sided, narrow projecting sign that is oriented perpendicular to the building's face and may extend above the second-story window sill.

**WALL SIGN**

Any sign attached parallel to, but within 12 inches of, a wall, painted on the wall surface of, or erected and confined within the limits of, an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

**WINDOW SIGN**

Any sign that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window. This does not include signs inside a building, or other enclosed facility, which are not meant to be viewed from the outside and are

located greater than three feet from the window.

**WORD**

In addition to traditional word classes such as, but not limited to, nouns, verbs, adverbs, prepositions, conjunctions and determiners, telephone numbers and web addresses will also be counted towards a sign's total word count. Depending on length, an email address may be counted as more than one word.

**SHORT-TERM RENTAL**

A lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, that is offered or provided to a guest for a fee for fewer than thirty consecutive nights.

**SIDEWALK CAFÉ**

A restaurant or café open to the sky, with readily removable tables, chairs or railings, and no overhead coverage other than umbrellas or retractable awnings, compliant with Section 19-15-14 of the Code of Ordinances.

**SITE**

A geographic location of historic significance not necessarily containing a building. Examples of a site are a battlefield, designed landscape, landscape feature, trail, cemetery, or camp site

**SITE PLAN**

A plan that indicates the proposed development and use of land or structures.

**SKILLED NURSING HOME or CONVALESCENT HOME**

A facility operated for the purpose of provided lodging, board and nursing care to sick, invalid, infirm, disabled or convalescent persons for remuneration.

**SMOKE SHOP**

An establishment dedicated to the retail sale of tobacco, tobacco products, or tobacco paraphernalia as its primary source of income. A grocery store or similar retail use that sells tobacco products or tobacco paraphernalia as an ancillary sale is not included in this definition.

**SPECIAL PERMIT USE**

A use of property that is basically appropriate to a given zoning district, but which may be incompatible in some locations within the district and therefore is not permitted by right everywhere within such district. A "special permit use," therefore, is one which is allowable only when facts and conditions specified in this Chapter as those upon which the use is permitted are found to exist.

**START OF CONSTRUCTION**

The initiation, excluding planning and design, of any phase of project or physical alteration of the property, including land preparation, such as clearing, grading and filling; installation of streets and/or walkways; excavation for a basement, footings,

**Article 10**

piers or foundations; or the erection of temporary forms. It also includes the placement and/or installation on the property of accessory buildings (garages, sheds), storage trailers and building materials. For manufactured homes the “actual start” means affixing of the manufactured home to its permanent site. “Start of construction” includes substantial improvement.

**STORY**

That portion of a building included between the surface of any floor and the surface of the floor next above it or, if there be no floor above it, then the space between any floor and the ceiling next above it. If the finished floor level directly above a basement is more than six feet above grade, such basement shall be considered a “story.”

**STREET**

A public way or private thoroughfare which affords legal access to abutting property.

**STREET, ARTERIAL**

A street providing for through traffic movement between areas and across the city with direct access to abutting property. The street is subject to required traffic control of entrances, exits and curb use.

**STREET, COLLECTOR**

A roadway used primarily to collect traffic from local streets and feed arterials and so designated in the traffic component of the Comprehensive Plan of the City of Poughkeepsie.

**STREET, MAJOR**

A roadway used to move traffic into, through and out of major portions of the city, designed for heavy traffic.

**STREET, MINOR OR LOCAL**

A roadway whose major purpose is to provide direct access to properties.

**STREET, SERVICE**

A roadway running parallel to and used primarily for providing access to an expressway or arterial and providing access to properties along such streets.

**STREETWALL**

One of the long side boundaries of a street, formed by front building facades, hedges, etc. The streetwall is typically parallel to or coterminous with the front property line. The streetwall is instrumental in defining the district’s public space.

**STRUCTURE, HISTORIC**

The term “structure” is used to distinguish from buildings those functional constructions made for purposes other than creating human shelter. Examples would include bridges, piers, clocks, lighthouses, bandstands, gazebos, water towers, tunnels, and civil

engineering structures such as a canal.

**STRUCTURE**

Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

**STUDENT RESIDENCE**

A living arrangement for no more than three students per dwelling unit, attending or about to attend a college, or who are on a semester or summer break from studies at a college or university, or any combination of such persons. Student residences shall not include fraternities, sororities or community residential programs. The occupants must share the entire dwelling unit as a single housekeeping unit. A unit in which the various occupants act as separate roomers shall be deemed to be occupied as a rooming house.

**SUBSTANTIAL IMPROVEMENT**

Any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either:

- (1) Before the improvement or repair is started; or
- (2) If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either:

- (1) Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
- (2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

**SWIMMING POOL**

An outdoor water pool which is intended to be used for swimming or bathing. An "outdoor water pool" shall, for the purposes of this Chapter, be construed to mean any swimming pool, tank, depression or excavation in any material, dike or berm constructed, erected, excavated or maintained, which will cause the retention of water to a greater depth than 18 inches or having a plane surface area of water greater than 100 square feet. This definition includes in-ground as well as aboveground swimming pools.

**T****THEATER OR AUDITORIUM**

**Article 10**

Any indoor premises used for spectator presentations, such as concerts, theatrical performances, lectures and similar cultural events, containing permanent or temporary seating.

**TOWNHOUSE**

One of several units in a building, which unit is designed for and occupied exclusively as a residence for not more than one family living independently of any other family, separated from other units by a party wall or walls and erected on a lot intended to be held in the form of a condominium or in single and separate ownership from any adjoining units.

**TRADEMARKED ARCHITECTURE**

A building design that is trademarked, branded or easily identified with a particular chain, franchise or corporation and is generic in nature.

**TRANSPARENCY**

The ability to transmit light so objects on the other side of the material are visible. As applied to windows, the transparent material must pierce the building facade with a minimum distance of 4 feet maintained free of building materials, shelving or other impediment so that views are provided into and out of the building. Ground floor transparency is measured between 4 feet and 10 feet from finished grade or sidewalk.

**TRANSIENT/TEMPORARY**

Daily or weekly occupancy.

**TRANSIT-ORIENTED DEVELOPMENT**

A pedestrian-friendly, mixed-use building or neighborhood within a 1/2 mile walk of a rail station or major transit stop, designed to take advantage of existing infrastructure, integrate housing with other uses, improve access to jobs and economic opportunities, increase transit ridership, and reduce pollution and auto dependency.

**TREE LAWN**

The area between the sidewalk and the street curb at least five feet in width that accommodates street trees and streetlights and which serves to protect pedestrians on the sidewalk from vehicular traffic.

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U

**URBAN RENEWAL PLAN**

A plan for use of land within officially designated urban renewal area.

**USABLE OPEN SPACE**

An unenclosed portion of the ground of a lot which is not devoted to driveways or parking spaces, which is free of structures of any kind, of which not more than 25% is roofed for shelter purposes only, the minimum dimension of which is 40 feet and which is available and accessible to all occupants of the building or buildings on said lot for purposes of active or passive outdoor recreation. Accessory building roof space may be substituted for ground space, provided that such space is available and accessible to all said occupants.

**USE**

The specific purpose for which land or a building is designed, intended or for which it is or may be occupied or maintained.

V

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**VARIANCE**

A grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

**VARIANCE, AREA**

The authorization by the Zoning Board of Appeals for the use of land in a manner which is not allowed by the dimensional or physical requirements of the applicable zoning regulations.

**VARIANCE, USE**

The authorization by the Zoning Board of Appeals for the use of land for a purpose which is otherwise not allowed or is prohibited by the applicable zoning regulations.

**VENDING CART**

A readily movable unit mounted on wheels, parked either temporarily or seasonally, out of which flowers, food, and/or beverages are served to the public.

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**Article 10****W****WINDOW, LEGAL**

A window other than a kitchen or bathroom window that is required under the provisions of any applicable building or housing code.

**Y****YARD, FRONT**

An open, unoccupied space extending across the full width of the lot, between the front lot line and a line drawn parallel thereto.

**YARD, REAR**

An open, unoccupied space extending across the full width of the lot between the rear lot line and a line drawn parallel thereto.

**YARD REQUIRED**

Any yard measured between a line drawn parallel to a street or lot line at a distance equal to the respective minimum yard dimension required by this chapter.

**YARD, SIDE**

An open, unoccupied space between the building and the side line of the lot and extending from the front yard to the rear yard. Any lot line not a rear line or a street line shall be deemed a "side line."

**YARD LINE**

A line drawn parallel to a street or lot line at a distance therefrom equal to the respective yard dimension required by this Chapter.







THE CITY OF POUGHKEEPSIE  
NEW YORK

COMMON COUNCIL MEETING MINUTES

Tuesday, June 18, 2024, 6:30 p.m.

Common Council Chambers

Welcome to the regularly scheduled Meeting of the City of Poughkeepsie Common Council the date is June 18, 2024, and the time is 6:33pm

I. ROLL CALL: ALL PRESENT

II. REVIEW OF MINUTES:

Common Council Meeting Minutes of June 4, 2024

*A motion to accept the minutes was made by Councilmember Brown and seconded by Vice Chair Shook.*

| CCM Minutes of June 4, 2024 –VOICE VOTE                                                                              |                                    |       |                                     |                          |                          |                          |
|----------------------------------------------------------------------------------------------------------------------|------------------------------------|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> Accepted<br><input type="checkbox"/> Defeated<br><input type="checkbox"/> Tabled |                                    |       | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
|                                                                                                                      | Councilmember Henry                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember Menist               | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember Brown                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember James                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember Grant                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember Deichler             | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Majority Leader Patterson Thompson | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Vice Chair Shook                   | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Chairman Wilson                    | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

# Strategic Zoning Code Revisions



# Agenda

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September 27, 2023

1. Public Engagement
2. Zoning Code Approach
3. District Framework
4. Key Revisions



# Public Engagement



# Zoning Code Community Engagement

- 5 community meetings
  - 1 joint meeting with the Comprehensive Plan
  - 4 Zoning Code meetings, mix of formats and locations
    - Online comments, presentation with Q&A, open houses
- Comprehensive plan approved in Fall 2022
- Draft zoning code has been available for review online since Spring 2023

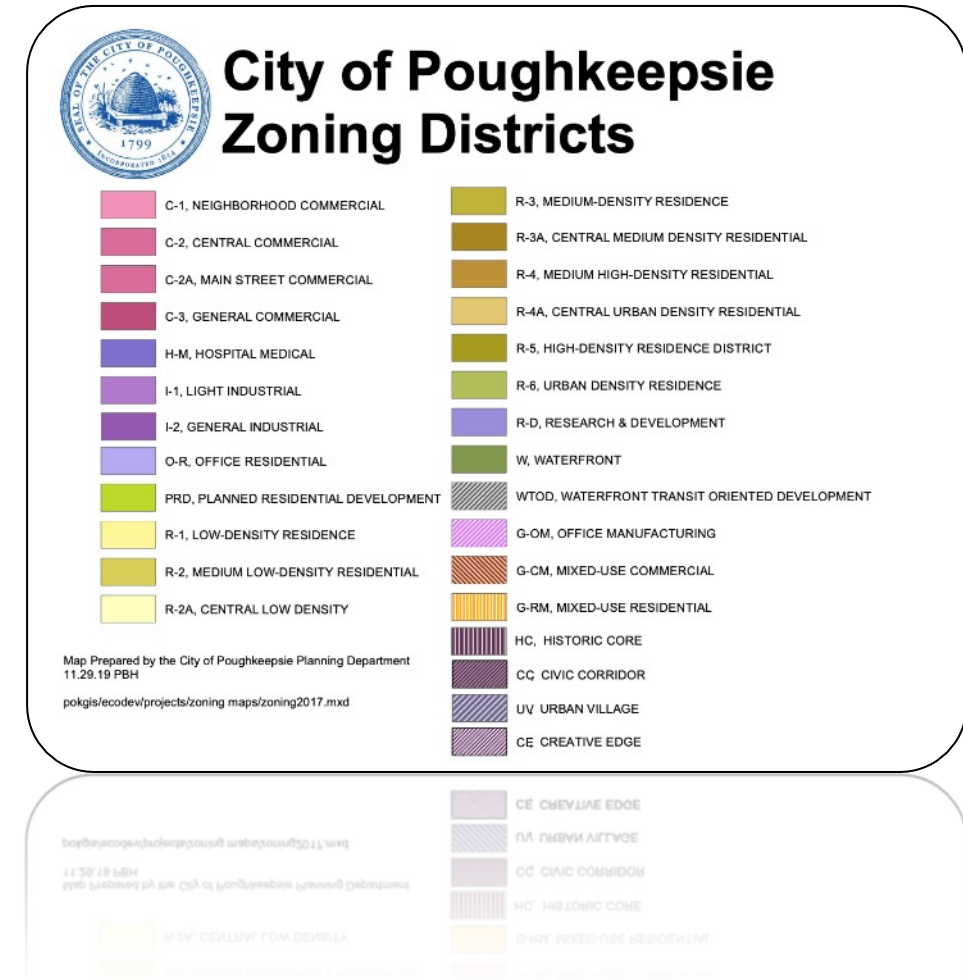


# Zoning Code Approach

# Zoning Approach – Strategic Amendments

## Strategic Revisions / Amendments

- Strategic Revisions / Amendments – not a complete zoning code update
- Consistency and implementation of PK4Keeps Comprehensive Plan
- Simplified zoning district framework
  - Went from 28 mapped districts to 16
- Modernized and improved user friendliness
  - Re-organization
  - More tables, graphics, illustrations
- More predictability and certainty

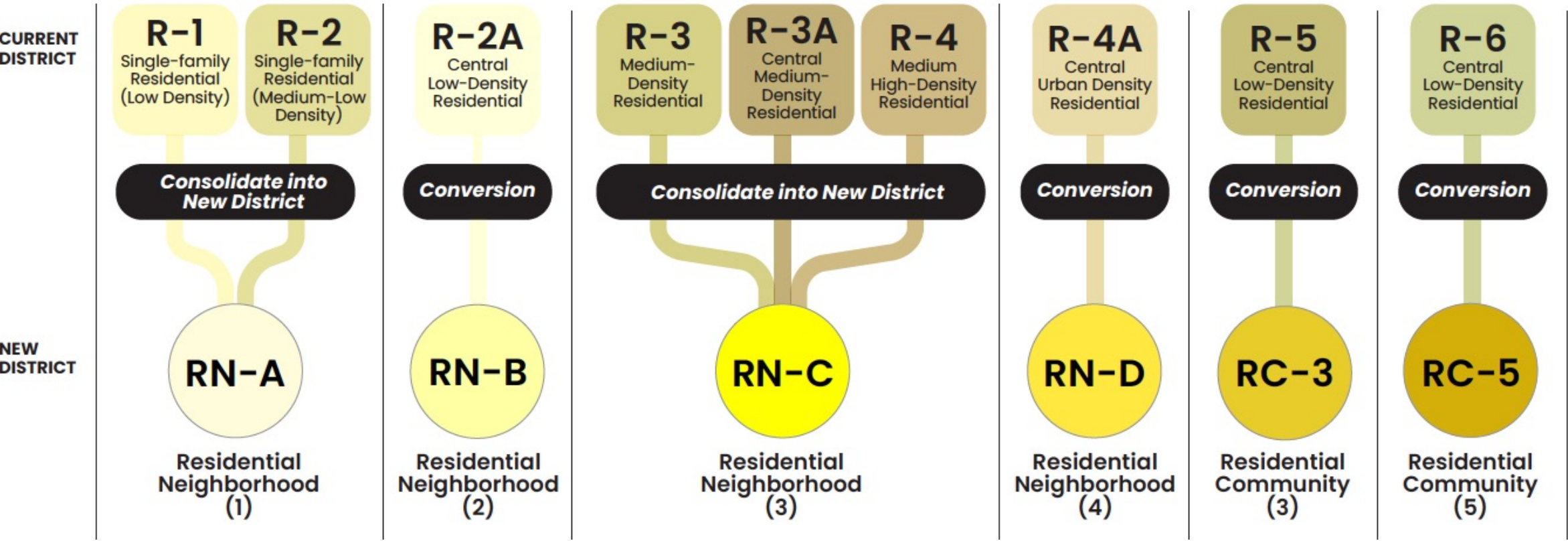


# District Framework



# Current and Proposed **Residential** Districts

Most of the land in the City of Poughkeepsie is used for residential purposes. Currently, there are 9 residential zoning districts, which makes for an overly complicated zoning code. Many of the existing residential districts have minor and unjustified differences. These 9 residential districts are consolidated into 6 proposed districts. The proposed districts include dimensional requirements and housing types that are possible and practical for their respective areas.



# Sample District Pages

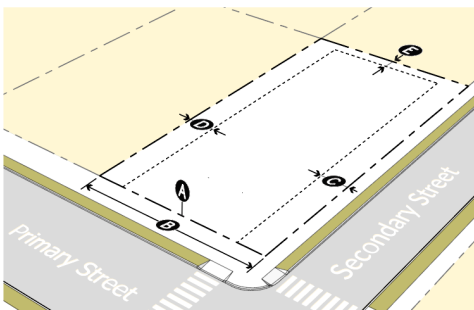
## Residential Neighborhood C - (RNC)

### 1. Purpose

The intent of the Residential Neighborhood C District (RNC) is to provide areas for a broad range of housing types including one-unit, two-unit, three-unit and four-unit housing. Development in the RNC is at a medium-to-high density that is commensurate with the existing scale of streets and neighborhoods in the RNC District.

RNC

### 2. Lots & Parking



#### LOT AREA AND COVERAGE

|                             |                  |
|-----------------------------|------------------|
| <b>A</b> Lot area [min]     |                  |
| 1 or 2 units                | 4,000 sf         |
| 3 units                     | 5,000 sf         |
| 4 units                     | 6,000 sf         |
| <b>B</b> Lot width [min]    | 25 ft            |
| <b>C</b> Lot coverage [max] | 70% <sup>1</sup> |

<sup>1</sup> Includes all impervious surfaces.

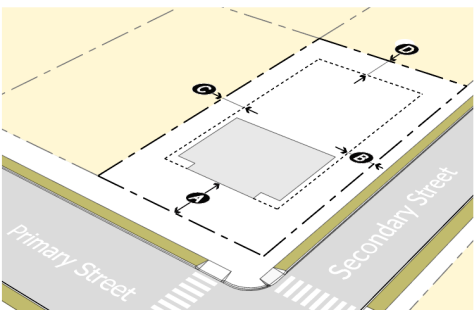
#### PARKING LOCATION & ACCESS

|                                              |                     |
|----------------------------------------------|---------------------|
| <b>D</b> Primary street yard [min]           | Varies <sup>1</sup> |
| <b>E</b> Secondary street yard setback [min] | 10 ft               |
| <b>F</b> Side yard setback [min]             | 10 ft <sup>2</sup>  |
| <b>G</b> Rear yard setback [min]             | 5 ft                |
| Driveway width [max]                         | 15 ft               |

<sup>1</sup> The primary street yard shall be 5 feet greater than the primary structure setback.

<sup>2</sup> For lots with a width less than 50 feet, side yard setbacks shall not be required.

### 3. Building Placement



#### PRIMARY STRUCTURE SETBACKS

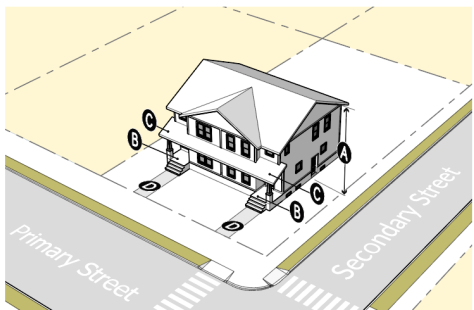
|                                         |                            |
|-----------------------------------------|----------------------------|
| <b>A</b> Primary street setback [min]   | avg. or 20 ft <sup>1</sup> |
| <b>B</b> Secondary street setback [min] | 10 ft                      |
| <b>C</b> Side setback [min]             | 5 ft                       |
| <b>D</b> Rear setback [min]             | 15 ft                      |

<sup>1</sup> Within 2 feet of the average setback of the two lots on each side of the subject lot (4 lots total).

#### ACCESSORY STRUCTURE SETBACKS

|                                        |               |
|----------------------------------------|---------------|
| <b>E</b> Primary street yard           | Not permitted |
| <b>F</b> Secondary street yard         | Not permitted |
| <b>G</b> Within side / rear yard [min] | 5 ft          |

### 4. Building Composition



#### HEIGHT

|                                               |           |
|-----------------------------------------------|-----------|
| <b>A</b> Building height [max stories / feet] |           |
| Primary building height [max]                 | 2.5/35 ft |
| Accessory building / structure [max]          | 25 ft     |

#### ENTRANCE

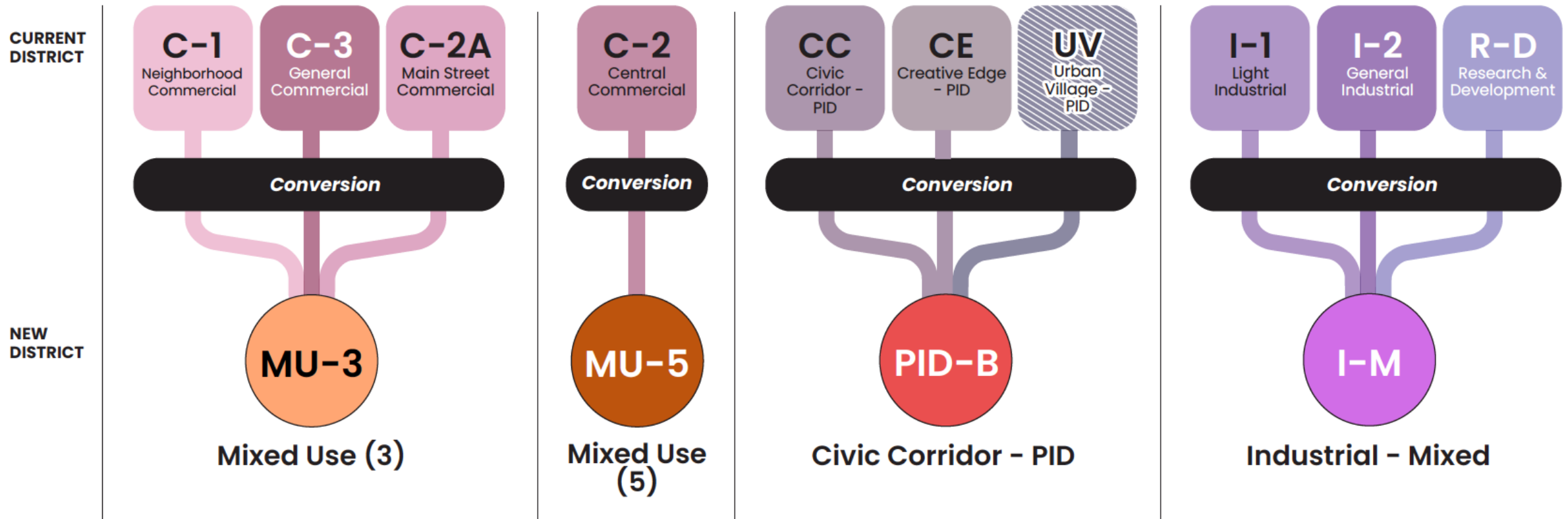
|                                                    |          |
|----------------------------------------------------|----------|
| <b>B</b> Primary street facing entrance            | Required |
| <b>C</b> Porch or portico                          | Required |
| <b>D</b> Sidewalk from entrance to public sidewalk | Required |

#### DENSITY

|                                       |   |
|---------------------------------------|---|
| <b>E</b> Dwelling units per lot [max] | 4 |
|---------------------------------------|---|

# Current and Proposed **Mixed-Use** Districts

There are few existing zoning districts that permit mixed-use development in the City. The proposed districts below absorb the existing commercial, downtown, and industrial districts into several mixed-use districts. Each mixed-use district allows for a wider range of uses than the existing districts while also placing a heavy emphasis on creating buildings and sites consistent with a legible urban form. Mixed-use development provides many benefits including, but not limited to, improved walkability, reduced vehicle trips, and reduced infrastructure costs.



# Sample District Pages

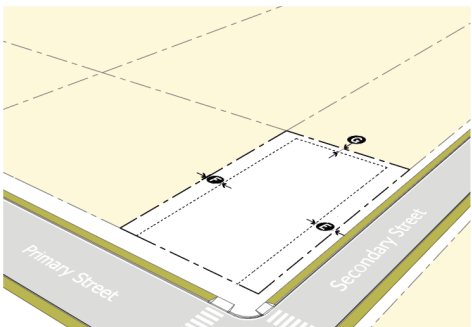
## Mixed Use 5 – (MU5)

### 1. Purpose

The Mixed Use 5 District (MU5) is intended to enhance the economic vitality and the pedestrian-oriented urban fabric of Poughkeepsie's neighborhoods immediately adjacent to the City's downtown center and innovation district. This shall be accomplished through development that engages the public realm, creates pedestrian-friendly street frontages, and includes a combination of vertical and horizontal mixing of retail, service, office, and residential uses. Building heights for this district will be higher to account for a gradual shift in density approaching Poughkeepsie's downtown center.

# MU5

### 2. Lots & Parking



#### LOT AREA AND COVERAGE

|   |                    |                  |
|---|--------------------|------------------|
| A | Lot area [min]     | N/A              |
| B | Lot width [min]    | N/A              |
| C | Lot coverage [max] | 80% <sup>1</sup> |

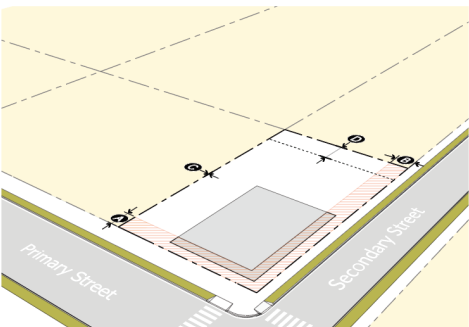
<sup>1</sup> Includes all impervious surfaces.

#### PARKING LOCATION & ACCESS

|   |                                     |                    |
|---|-------------------------------------|--------------------|
| D | Primary street yard [min]           | Not permitted      |
| E | Secondary street yard setback [min] | 10 ft              |
| F | Side yard setback [min]             | 10 ft <sup>1</sup> |
| G | Rear yard setback [min]             | 15 ft              |
| H | Driveway width [max]                | 20 ft              |

<sup>1</sup> Side yard parking shall be setback at least 5 feet from the front of the principal building on the same lot.

### 3. Building Placement



#### PRIMARY STRUCTURE SETBACKS

|   |                                    |           |
|---|------------------------------------|-----------|
| A | Primary street setback [min/max]   | 0 / 15 ft |
|   | Build-to Frontage [min]            | 60%       |
| B | Secondary street setback [min/max] | 0 / 15 ft |
|   | Build-to Frontage [min]            | 40%       |
| C | Side setback [min]                 | 0 ft      |
|   | Abutting a residential lot line    | 15 ft     |
| D | Rear setback [min]                 | 15 ft     |
|   | Abutting a residential lot line    | 15 ft     |

### 4. Building Composition



#### HEIGHT

|   |                                       |                 |
|---|---------------------------------------|-----------------|
| A | Base                                  | 5 stories/68 ft |
| B | Bonus                                 | Section 19-6.7  |
|   | 10% Affordable Units                  | 6 stories/81 ft |
| C | Minimum                               | 2 stories/29 ft |
| D | Step-back depth after 5 stories [min] | 5 ft            |

#### WIDTH

|   |                                            |        |
|---|--------------------------------------------|--------|
| E | Primary street facing building width [max] | 225 ft |
|---|--------------------------------------------|--------|

#### GROUND STORY

|   |                                                               |       |
|---|---------------------------------------------------------------|-------|
| F | Story height                                                  | 14 ft |
|   | Non-residential uses required on street-facing sidewalk level |       |

#### ENTRANCE

|   |                                                |       |
|---|------------------------------------------------|-------|
| G | Distance between street-facing entrances [max] | 50 ft |
|---|------------------------------------------------|-------|

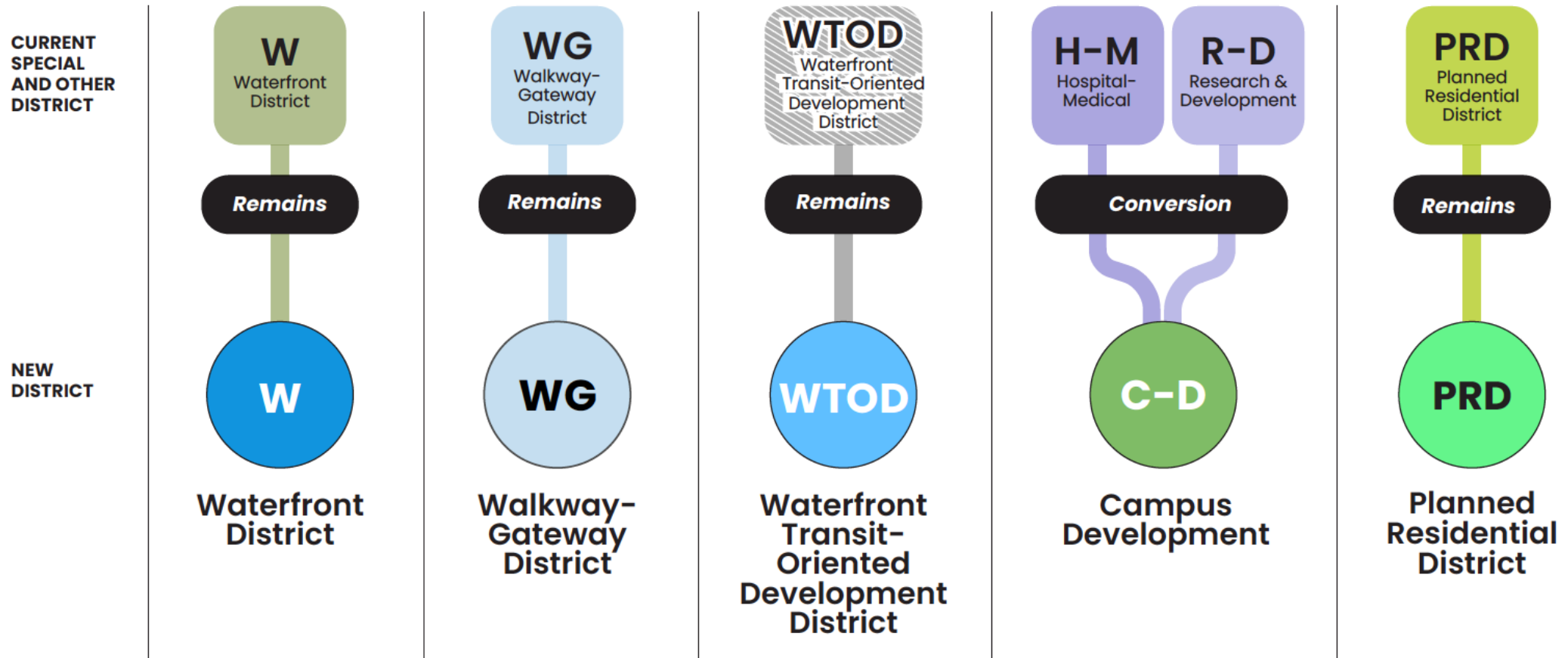
#### TRANSPARENCY

|   |                    |     |
|---|--------------------|-----|
| H | Ground story [min] | 50% |
| I | Upper story [min]  | 25% |



# Current and Proposed **Special and Other** Districts

The districts shown below are existing districts that will remain unchanged or will include minor modifications.

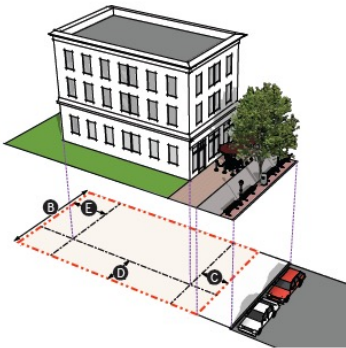


# Sample District Pages – Existing Special Districts

## Walkway Gateway (WG)

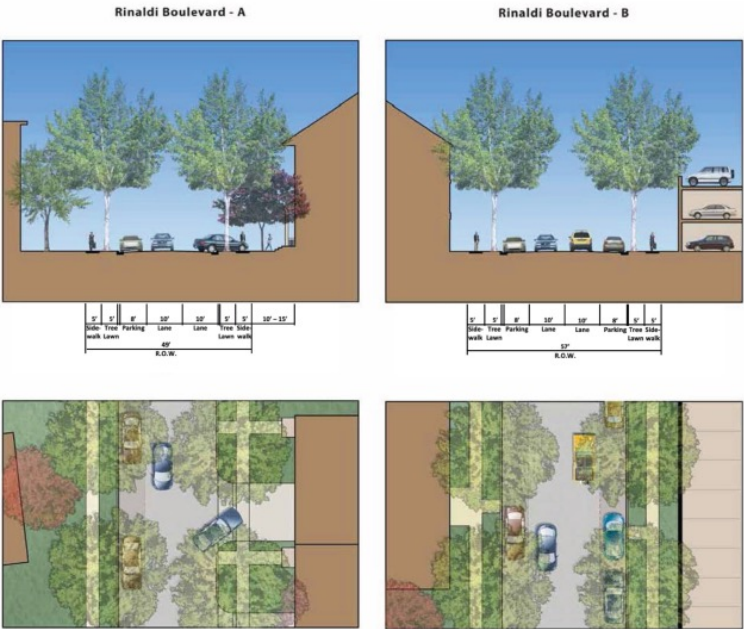
4. *Lot standards.* All new construction or enlargement of existing structures in the W-C District shall be subject to the lot standards below, except that maximum lot width only applies in the case of a subdivision of a lot. A larger maximum front setback may be allowed, subject to Planning Board approval, if the area in front of a building has no parking spaces and is landscaped and used in a manner that enhances street life by such means as pocket parks, plazas, outdoor dining areas, or public art. Such outdoor space shall be landscaped with plant materials that are appropriate to the use and location and in a configuration that is approved by the Planning Board.

| LOT STANDARDS                | Minimum | Maximum |
|------------------------------|---------|---------|
| A Lot area                   | -       | -       |
| B Lot width <sup>1</sup>     | 30 ft   | 140 ft  |
| Townhouses                   | 18 ft   | 140 ft  |
| C Front setback <sup>1</sup> | 0 ft    | 15 ft   |
| D Side setback               | 0 ft    | 12 ft   |
| E Rear setback               |         |         |
| Principal building           | 15 ft   | -       |
| Accessory building           | 5 ft    | -       |
| F Frontage occupancy         | 50%     | 80%     |
| G Build-to-corner            | -       | -       |



<sup>1</sup> These lot width and setback requirements may vary depending on Planning Board approval, as indicated under 19-4.2.4.

## Waterfront Transit-oriented Development (WTOD)



6. Sites and buildings shall meet A.D.A. requirements and shall apply universal design principles, whenever possible, to enable those with mobility impairments unrestricted access.
5. Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear parking lots may be a maximum of 20 feet high. Lighting shall be energy efficient, have full-spectrum color quality, and shall use full cutoff fixtures to prevent any light above the horizontal level into the night sky. Exceptions to these lighting standards may be made for short-term event lighting, holiday lighting, or other decorative bulbs under 900 lumens.
6. The following accessory uses are discouraged on the riverfront side of parcels directly adjacent to the waterfront or along public streets: truck docks; service drives; parking lots; storage; electrical or mechanical equipment; private trash or garbage containers or other building maintenance facilities; ventilator exhausts; or freestanding commercial signs. If such uses are permitted by the Planning Board as part of site plan review, uses shall be completely screened with plantings, architecturally treated walls and other appropriate means.

# Consolidated Use Tables – Includes all Districts

## Section 19-5.5 Principal use table

Principal use table.

|                                    | Residential Districts |      |      |      |      |      | Mixed Use Districts |      |       |       |     | Special Districts |    |      |     |                          |
|------------------------------------|-----------------------|------|------|------|------|------|---------------------|------|-------|-------|-----|-------------------|----|------|-----|--------------------------|
| USES                               | RN-A                  | RN-B | RN-C | RN-D | RC-3 | RC-5 | MU-3                | MU-5 | PID-A | PID-B | I-M | WG                | W  | WTOO | C-D | Supplemental Regulations |
| RESIDENTIAL USES                   |                       |      |      |      |      |      |                     |      |       |       |     |                   |    |      |     |                          |
| 1 Unit                             | P                     | P    | P    | P    | -    | -    | -                   | -    | -     | -     | -   | -                 | SP | -    | -   |                          |
| 2 Units                            | -                     | P    | P    | P    | -    | -    | P                   | P    | P     | P     | -   | P                 | SP | -    | -   |                          |
| 3 Unit                             | -                     | -    | P    | P    | P    | P    | P                   | P    | P     | P     | -   | P                 | SP | P    | P   |                          |
| 4 Unit                             | -                     | -    | P    | P    | P    | P    | P                   | P    | P     | P     | -   | P                 | SP | P    | P   |                          |
| 5+ Unit                            | -                     | -    | -    | P    | P    | P    | P                   | P    | P     | P     | -   | P                 | SP | P    | P   |                          |
| Accessory Dwelling Unit            | P                     | P    | -    | -    | -    | -    | -                   | -    | -     | -     | -   | P                 | -  | -    | -   | 19-5.7                   |
| Cluster Development                | SP                    | SP   | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | -                 | -  | -    | SP  | 19-5.10                  |
| Live-Work Housing                  | -                     | -    | -    | -    | -    | -    | SP                  | SP   | SP    | SP    | SP  | SP                | -  | SP   | -   | 19-5.28                  |
| Manufactured Home Park             | -                     | -    | -    | -    | SP   | -    | -                   | -    | -     | -     | -   | -                 | -  | -    | -   | 19-5.45                  |
| Professional Office in a Residence | -                     | -    | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | -                 | -  | -    | SP  |                          |
| Rooming and Boarding Home          | -                     | -    | -    | -    | SP   | SP   | -                   | -    | -     | -     | -   | -                 | -  | -    | SP  | 19-5.46                  |
| Student Residence                  | -                     | -    | P    | P    | P    | P    | P                   | P    | P     | P     | -   | -                 | -  | -    | P   | 19-5.48                  |
| Townhome                           | -                     | -    | -    | -    | P    | P    | -                   | -    | -     | -     | -   | -                 | SP | P    | -   |                          |
| PUBLIC OR QUASI-PUBLIC USES        |                       |      |      |      |      |      |                     |      |       |       |     |                   |    |      |     |                          |
| Cemetery                           | -                     | -    | SP   | -    | -    | -    | -                   | -    | -     | -     | SP  | -                 | -  | -    | -   |                          |
| Cultural Center or Facility        | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | -  | P    | P   |                          |
| Golf, Tennis or Swimming Club      | SP                    | SP   | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | -                 | -  | -    | -   | 19-5.20                  |
| Park or Recreation Facility        | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | P   | P                 | P  | P    | P   |                          |
| Parking Structure                  | -                     | -    | -    | -    | -    | -    | -                   | -    | SP    | SP    | -   | SP                | -  | SP   | -   | 19-5.39                  |
| Places of Worship                  | SP                    | SP   | SP   | SP   | SP   | SP   | SP                  | SP   | SP    | SP    | -   | SP                | -  | SP   | SP  | 19-5.41                  |

| USES                                                                        | Residential Districts |      |      |      |      |      | Mixed Use Districts |      |       |       |     | Special Districts |   |      |     | Supplemental Regulations |
|-----------------------------------------------------------------------------|-----------------------|------|------|------|------|------|---------------------|------|-------|-------|-----|-------------------|---|------|-----|--------------------------|
|                                                                             | RN-A                  | RN-B | RN-C | RN-D | RC-3 | RC-5 | MU-3                | MU-5 | PID-A | PID-B | I-M | WG                | W | WTOO | C-D |                          |
| Public or Quasi-Public Community Facility                                   | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | P   | P                 | P | P    | P   |                          |
| Public, Private Schools, Parochial Schools and Preschools                   | SP                    | SP   | SP   | SP   | SP   | SP   | -                   | -    | -     | -     | -   | SP                | - | -    | SP  | 19-5.44                  |
| Public Garage                                                               | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | - | -    | -   | 19-5.43                  |
| <b>INSTITUTIONAL AND OFFICE USES</b>                                        |                       |      |      |      |      |      |                     |      |       |       |     |                   |   |      |     |                          |
| Professional Office                                                         | -                     | -    | -    | P    | -    | -    | P                   | P    | P     | P     | P   | P                 | P | P    | P   |                          |
| Outpatient Medical Care                                                     | -                     | -    | -    | -    | -    | -    | -                   | P    | P     | P     | -   | -                 | - | -    | P   |                          |
| Hospital                                                                    | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | -   | -                 | - | -    | P   | 19-5.23                  |
| Institutions for Higher Learning, Business, Vocational and Training Schools | -                     | -    | -    | -    | -    | -    | -                   | SP   | SP    | SP    | -   | -                 | - | -    | SP  | 19-5.24                  |
| Pharmacy                                                                    | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | -   | -                 | - | -    | P   |                          |
| <b>COMMERCIAL AND RETAIL USES</b>                                           |                       |      |      |      |      |      |                     |      |       |       |     |                   |   |      |     |                          |
| Adult Use                                                                   | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | SP  | -                 | - | -    | -   | 19-5.8                   |
| Animal Hospital and Animal Boarding Facility                                | -                     | -    | -    | -    | SP   | SP   | SP                  | -    | -     | -     | SP  | -                 | - | -    | SP  |                          |
| Arts, Crafts, or Food Market                                                | -                     | -    | -    | -    | -    | -    | -                   | -    | P     | P     | -   | P                 | - | P    | -   |                          |
| Art or Craft Studio, Studio for Teaching Performing Arts                    | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | P | P    | P   |                          |
| Bar or Drinking Establishment                                               | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | -   | P                 | - | P    | -   |                          |
| Bed and Breakfast                                                           | -                     | -    | -    | -    | -    | -    | -                   | -    | -     | -     | -   | P                 | - | -    | -   |                          |
| Brewery, Distillery or Cider                                                | -                     | -    | -    | -    | -    | -    | P                   | P    | P     | P     | P   | P                 | - | P    | -   |                          |
| Cannabis Use, On-Site Consumption                                           | -                     | -    | -    | -    | -    | -    | P                   | -    | P     | P     | -   | -                 | - | -    | -   | 19-5.9                   |
| Cannabis Use, Retail Store                                                  | -                     | -    | -    | -    | -    | -    | P                   | -    | P     | P     | -   | -                 | - | -    | -   | 19-5.9                   |
| Community Garden                                                            | P                     | P    | P    | P    | P    | P    | P                   | P    | P     | P     | P   | P                 | P | P    | P   | 19-5.12                  |

# Key Revisions Since June 2023

- **Minor Map Changes**
  - Reviewed and addressed split lot parcels
- **Density Changes**
  - Graduated dimensional regulations for RNC, RND
- **Supplemental Uses and Regulations**
  - Convenience Stores and Mini-Marts



# Next Steps

1. **Post revised draft on PK4Keeps website**
2. **Introduce Draft Zoning Code to Council in July**
3. **Coordinate for SEQR and County Review**
4. **Schedule Public Hearing**
5. **Adoption**

# Thank you!



*At approximately 6:37 pm, a motion to suspend the rules to allow for City and State proclamations to be presented to the Kazolias family was made by Councilmember Brown and seconded by Vice Chair Shook.*

*At approximately, 6:57 pm, a motion to resume the rules was made by Councilmember Brown and seconded by Councilmember Grant.*

**IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:**

- 1. FROM MATT INGALLS**, a presentation on proposed new Zoning in the City of Poughkeepsie
- 2. FROM JENNIFER LORD**, a notice of personal injury suffered on March 11, 2024

*A motion to defer the Notice of Claim to Corporation Counsel was made by Vice Chair Shook and seconded by Councilmember Grant*

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

- **Nicholas Kalogris – Maryland Ave/For the Many**
- **Colleen Barberan – Flannery Ave**
- **Ken Levinson – Garfield Place**
- **Carmella Conklyn – Flannery Ave**
- **Karen Turner – Rose St**
- **Kane Bowers – Union St**
- **June Nemon – Union St**
- **Darrett Roberts – Hooker Ave/CVH-DSA**
- **Linda Bartee – Garden St / CVH**
- **Suprina Troche – Delafield St**
- **Doug Nobiletti – Academy St**
- **Laurie Sandow – S. Grand Ave \***
- **Candace Lewis – Loockerman Ave**
- **Lou Lewis – Loockerman Ave**
- **Nicole Hewitt – Art Effect**
- **Ken Stickle – Catharine St**
- **Nico Verol – Lown Court**
- **Bill & Karen DeTorres\*\***

**\*Submitted Written Comments**

**\*\*Submitted Written Comments ONLY**

**Laurie Sadow public comments,**

**City of Poughkeepsie Common Council meeting of June 18, 2024**

First, my respects to Gus Kazolias, and sympathy to his extended family on their loss. Though Gus and I held views that only occasionally aligned, we always shared a friendly greeting and a mutual respect for each other's commitment to advocating for our community and holding elected officials accountable. How unfortunate that this City suffers from a Council that actively shuns the public and discourages involvement, tipping their hat with presentations and "fond memories" only after a person is gone.

In fact, at its last meeting, the Council gave the public a disturbing window into its own dysfunction, divisions, and lack of information-sharing and communication between members. At the beginning of the year, I questioned Yvonne Flowers about her Exempt Firemen's membership, and the number of Exempts on her slate. Flowers took offense at that question. Let me explain how the Councilmembers who share that private club membership are already hurting this city.

At the last meeting, we had Council-and-Exempts members who declared their deference to the Mayor on certain votes. Not a single Councilmember was elected to defer to the Mayor. On the contrary, the City's Charter—whose redrafting meetings were not attended by a single current councilmember—reads (and I quote): "The revised charter specifies and emphasizes that the common council, as representatives of the people of the City, has explicit oversight powers and supervisory authority over the performance of the executive branch in the administration of the operations of the City." I am not a betting person, but I am willing to place a wager for any councilmember to produce a dictionary where "deference" is included among the definitions for "oversight power" and "supervisory authority".

Recently, two different boards—the Dutchess County-Poughkeepsie Land Bank, and the Poughkeepsie Housing Authority—each held rush meetings with rush resolutions at the request of City Finance Director Brian Martinez (see attached agendas and documents).

Five of seven Housing Authority Board members are appointed by the Mayor; five of nine Land Bank members are appointed by Poughkeepsie's Mayor or Common Council. Yet their public meetings are never announced in the City's Buzz. The Housing Authority's rushed meeting was not held on its normal schedule and the content (and lack of content) of its agenda violated Open Meetings Law. What was the purpose of those recent rushed meetings? Excerpting from a document posted by the Dutchess County-Poughkeepsie Land Bank: "the city's application for a Choice Neighborhoods Grant through Housing and Urban Development emphasizing redevelopment of the MLK and Thurgood Marshall housing developments to encompass mixed income housing" as well as "In short, the City has been studying ways to redefine affordable housing to encompass mixed income housing." [The complete Land Bank document is attached.] Why would those meetings be something done in a rush, with their purpose and content not widely publicized, but instead kept mostly secret?

At the last Council meeting, Da'Ron Wilson made clear that he somehow knew or learned about the meetings (whether before or afterwards), giving a "shout out to council members Ernest Henry and Teresita [as misspelled in the meeting transcript] Brown for the meetings that they were conducting with the North Side public housing individuals in their wards to try to give them, inform them of the upcoming planning and planning grant that the city is applying for." Has the substance of those meetings and grant application ever been announced or discussed at any Council meeting? No, not by Ernest Henry, nor Terriciana Brown, nor Mayor Flowers. In a city experiencing a housing crisis, especially an affordable housing crisis, not one of them saw fit to bring this to the floor. When questioned, Dr. Brian Martinez wrote in reply, "as with all grants, the Council is asked to accept funds when the award is made." So much for oversight power and supervisory authority (not to mention, shades of Sue Serino's position regarding the County's 26 Oakley St. shelter grant).

Ernest Henry did not reply to either of two different email inquiries I sent, asking about his meeting(s). At the June 4 Common Council meeting, Terriciana Brown claimed she "give[s] committee reports after [she] attends [Poughkeepsie Housing Authority meetings]." I submitted a FOIL for her alleged reports, and have yet to receive any.

**Agenda posted by the Poughkeepsie Housing Authority for its May 31, 2024 Special Meeting:**  
<http://poughkeepsiehousingauthority.org/wp-content/uploads/2024/05/May-31-2024-Special-Meeting-Agenda.pdf>

**Documents posted by the Dutchess County-Poughkeepsie Land Bank for its June 5, 2024 Special Board Meeting**

—Agenda: [https://dcpoklandbank.org/wp-content/uploads/2024/06/Agenda\\_2024-6-5.pdf](https://dcpoklandbank.org/wp-content/uploads/2024/06/Agenda_2024-6-5.pdf)

—Agenda Item #7: <https://dcpoklandbank.org/wp-content/uploads/2024/06/Land-Bank-City-of-POK-Choice-Neighborhood-Grant-Case-for-Support.docx.pdf>

**Ask:** With the absence of a quorum at the last meeting we would like to schedule a special meeting of the Board of Directors to discuss the Land Bank's participation in the City of Poughkeepsie Housing Task Force and to commit up to \$100K of LB resources over the next two years to support a planning effort sponsored by HUD. Regrettably, the City needs our help by next Wed evening. Would either Mon 6pm or Wed evening work? Please let me know.

**Background:** At last week's Board Meeting, Brian Martinez announced that the City of Poughkeepsie is applying for a [Choice Neighborhoods Grant](#) through Housing and Urban Development.

[https://www.hud.gov/program\\_offices/cfo/gmomgmt/grantsinfo/fundingopps/FY24\\_Choice\\_Neighborhoods\\_Planning\\_Grant](https://www.hud.gov/program_offices/cfo/gmomgmt/grantsinfo/fundingopps/FY24_Choice_Neighborhoods_Planning_Grant)

When awarded, the planning grant emphasizes redevelopment of the MLK and Thurgood Marshall housing developments. The grant award requires a commitment to provide project deliverables to HUD within 30 months of the award, (awards expected in Sep 2024). Planning has three components: people, neighborhood, and housing. As LB ED, I have been asked to join the Mayor's Housing Task Force and to be part of the overarching effort associated with redevelopment and planning.

In short, the City has been studying ways to redefine affordable housing to encompass mixed income housing. The grant requires one-for-one replacement of existing low-income units but could represent a powerful response to the housing shortages felt acutely by moderate income families throughout our country. Notably, the neighborhood and people components of the planning model are defined by education, wrap around services if needed, cradle-to-career incentives and much more. Last week, we discussed the possibility of the Land Bank participating in the collaborative efforts the grant requires.

**The \$ ask:** we also discussed that the City needs financial commitments from partner organizations to help fund the process via grant matches. Grant matches need to be documented in the application. Matches make the City more competitive for the base grant award of \$500K. Guided by a consultant with an award winning resume in affordable housing and "place-making", and vast experience with the Choice Neighborhoods grant, the City's goal is to match the \$500K grant dollar-for-dollar. Toward this end, the City Council passed a resolution last week to match \$250K of the \$500K award. One or more other donors have made much smaller 5-figure promises. I confirmed with the NY's Home and Community Renewal Office that we can request funds in our Land Bank Initiative Phase II application (which is now open). The members who attended last meeting were unanimously supportive but without a quorum we couldn't entertain a vote.

My thoughts about the financial contribution would be to commit \$50,000 of the Land Bank's current cash (\$25,000 in 2024 and \$25,000 in 2025) and then request \$50,000 in our Land Bank Initiative Phase II Application. I feel participating in and financially supporting this planning process will demonstrate the Land Bank's commitment to the City of Poughkeepsie and its

residents and well-planned, community-driven development. Moreover, it provides an opportunity to enter more meaningful collaboration with other like-minded organizations. Today I received an email from City of Poughkeepsie Mayor Yvonne Flowers requesting a partnership letter and an invitation to participate in the proposed Housing Task Force. There is a very tight turnaround time for this. (Due June 5th)

If you'd like to discuss the City's application or have questions regarding the City's plans please reach out to Brian Martinez: [BMartinez@cityofpoughkeepsie.com](mailto:BMartinez@cityofpoughkeepsie.com) biz cell: (845) 654-0805...this weekend pers cell: (757) 575-0491.

Please reach out to me if you'd like to discuss why I feel the Land Bank should participate. [executivedirector@dcpoklandbank.org](mailto:executivedirector@dcpoklandbank.org) (845) 293-3547

More information about the City's Application (taken from Mayor Flowers' email):

Choice Neighborhoods Planning Grant

The City is working with the Poughkeepsie Housing Authority (PHA) to apply for a Choice Neighborhoods Planning Grant from the U.S. Department of Housing and Urban Development (HUD).

The Choice Neighborhoods Planning Grant supports communities with creating transformation plans to redevelop severely distressed public housing and revitalize the surrounding neighborhood by addressing three key areas: Housing, People (with a focus on education, employment, and health), and Neighborhood.

The Planning Grant, if awarded, will fund the development of a plan for the revitalization of two PHA sites — Thurgood Marshall Terrace and Martin Luther King Jr. Garden Apartments — and the surrounding Northside neighborhood. Applications are due to HUD no later than June 10, 2024. Award announcements are expected no later than September 16, 2024.

Task Forces

As part of the City's grant application, we are proposing three task forces that correspond to the program's key areas: Housing, People, and Neighborhood. These task forces will be critical to the success of our grant application, planning process and the development of our transformation plan.

Request

We would be honored if you would serve as a member of the Housing Task Force. We consider your partnership vital to the success of this endeavor. Can we count on your partnership?

What Is Expected of Partners?

The City will have thirty (30) months from the award of a Choice Planning Grant to complete the transformation plan for Thurgood Marshall Terrace, Martin Luther King Jr. Garden Apartments, and the surrounding Northside neighborhood. We anticipate the process will start in September 2024 and be completed no later than March 2027. We anticipate task forces will meet monthly. In addition to three co-chairs (including at least one resident), each task force will be staffed by a team of City staff and dedicated consultants.

Partnership Letter [Deadline: June 5]

The grant application requires Partnership Letters from each partner. Our application will be scored on the breadth, depth and quality of our partnerships. This score represents almost 10% of our total score.

In order to ensure we meet the grant application deadline, we are requesting all Partnership Letters by end-of-day Wednesday, June 5.

To support this tight turnaround, we have asked our grantwriting team to draft a Partnership Letter template and include draft text where relevant. This will be E-mailed to you no later than end-of-day Thursday, May 30.

More info on the Choice Neighborhood Planning Grant

FAQ: Choice Neighborhoods Program

### WHAT IS THE CHOICE NEIGHBORHOODS GRANT?

Choice Neighborhoods is a program at HUD that helps communities develop and/or implement plans to redevelop severely distressed public housing and/or HUD-assisted housing and revitalize the surrounding neighborhood by addressing three key areas:

- Housing: Replacing severely distressed public and/or HUD-assisted housing with high-quality, mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood.
- People: Supporting the residents of the targeted housing to address challenges they may have with respect to health, employment and income, and their children's education.
- Neighborhood: Create the conditions necessary for public and private reinvestment in the surrounding neighborhood to offer the amenities and assets that make a community a great place to live (from business activity to public safety and good schools).

The City of Poughkeepsie, in consultation with the Poughkeepsie Housing Authority (PHA), is applying for a Planning Grant to help us develop such a plan – called a Transformation Plan – for Thurgood Marshall Terrace, Martin Luther King Jr. Garden Apartments, and the surrounding Northside neighborhood in partnership with residents, local leaders, Poughkeepsie City School District, business owners, and other community stakeholders.

### WHAT DOES THE PLANNING PROCESS LOOK LIKE?

The City, in consultation with PHA, will work with Thurgood Marshall Terrace and Martin Luther King Jr. Garden Apartments residents, Northside neighborhood residents, local organizations, service providers, City departments, Poughkeepsie City School District, Dutchess County Government and more to develop the plan. We anticipate creating working groups to address priority issues like housing, economic development, employment, education, health and wellness, and more. The City, with the support of PHA, will host several community meetings to obtain broader community involvement and input as the plan develops. There will also be focus groups and multiple other opportunities for residents to get involved.

The first part of the planning process will be spent understanding the community and the needs and priorities of its residents. This will include a detailed resident survey of Thurgood Marshall Terrace and Martin Luther King Jr. Garden Apartments households; a walking audit of the community; one-on-one interviews; and more. The second part will be spent working with residents to establish a vision for the community; what the community's goals are for Housing, People, and Neighborhood; and what are the strategies to achieve those goals. Finally, the last part of the planning process will be developing the Transformation Plan itself, including how we will implement the plan that has been created.

### HOW LONG WILL THE PLANNING TAKE?

The City will have thirty (30) months from the award of a Choice Planning Grant to complete the Transformation Plan for Thurgood Marshall Terrace, Martin Luther King Jr. Garden Apartments, and the surrounding Northside neighborhood. We anticipate the process will start in September 2024 and be completed no later than March 2027.

### Full NOFO:

[https://www.hud.gov/sites/dfiles/CFO/documents/FY24\\_Choice\\_Neighborhoods\\_Planning\\_Grants\\_NOFO.pdf](https://www.hud.gov/sites/dfiles/CFO/documents/FY24_Choice_Neighborhoods_Planning_Grants_NOFO.pdf)



Creekside View Apartments, LLC  
43 Verazzano Blvd.  
Poughkeepsie, NY 12601

June 18, 2024

Dear City Council Members,

We are writing to express our concerns regarding the proposed implementation of rent stabilization in our city. As landlords in the community, we believe that enacting rent control measures could have a significant negative impact on our ability to maintain our property. We are small landlords, we own 9 units in the city. We have worked hard to provide quality housing for our tenants and have gone many years without raising rents at all. When we do raise rents it's usually in the range of \$25-\$50/month, which has been less than the inflation rate. It has become increasingly difficult to make a profit with recent increases in taxes, utilities, insurance, etc. Often overlooked is the tenant that doesn't pay, resulting in months without income as it takes a long time to get them evicted. Also, the tenant that moves out in the middle of the night or moves out with extensive damage to their unit. These are expenses that are never able to be recouped. Even if a judgement is received from the court, we've never actually been able to collect funds from these judgements. We recently had a tenant that didn't pay rent for almost 3 years. Every time we would serve him with the required 14-day move out notice, which costs us approximately \$300 to serve, he would pay the amount in full, leaving us without the ability to evict. Although we had no vacancies during the past year when the survey came out, over the past 5 years we've averaged 7.4 months of missed rent per year. The vacancy studies do not take this into account.

While the intention behind rent control is to make housing more affordable, it often leads to reduced investment in the housing market, deterioration of property maintenance, and a decrease in the overall availability of housing units. While we agree that landlords shouldn't be able to drastically increase rent on an existing tenant, I believe there is a way to accomplish this without imposing rent control across the board.

Instead of imposing rent control, we urge the city council to consider alternative measures that promote affordable housing while maintaining a healthy housing market. Encouraging the development of new housing, providing incentives for landlords to offer affordable rents, and supporting programs that assist low-income individuals with housing costs are

potential avenues to explore. We also ask the city to implement measures to make tenants more responsible for paying rent on time. Tenants know that they're able to not pay for several months then move out without any ramifications.

We kindly request that the city council thoroughly examine the potential ramifications of rent control before making any final decisions on this matter.

Thank you for considering our perspective on this important issue.

Sincerely,  
Bill & Karen DeTorres

## **VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:**

Thank you everyone that came out for expressing your opinions on the different, various issues that are concerning our city once again, and we always appreciate all the public comments and public support.

Now we will move on to the mayor's comments.

## **VII. MAYOR'S COMMENTS:**

Well, I know a lot was brought out tonight.

So, one as far as the grills and Malcolm X Park, we are going to bring them back. We took them out a few - couple months ago because of all the fires that were being started in there. So, we did talk about them coming back, especially after the other event that I was there. They had to bring a grill back there. So it is on its way of that happening.

Also too, and it came up in regards to Main Street.

We are.. we did have a meeting today because we were bringing into the task force. I will let Councilmember Grant talk a little bit about it, because he's been meeting with individuals on Main Street for a number of.. a couple of months. And they were talking about how they're making improvements there. But what happened is, is that I have been up, on Main Street, which is probably why Miss Turner has made a comment, because she'd see me there because she has been hanging up there herself. But I did not, you know, hire anyone to do anything to Miss Turner.

*[Some interruption from the audience]*

But yes, we've been up there.

And so what happened is, is that we will - you'll see more people going up there providing services to the individuals that are on Main Street. And then, within about a week or so after that, you're going to start seeing more, enforcement on Main Street moving individuals. Like I said at the last meeting, this is nothing new. This has been happening in our parks. It's been happening on the other part of Main Street. We remove individuals from there, offer services, and then they went to another place. They move around throughout the city of Poughkeepsie for people to say to, we're not doing anything whatsoever. Then you're not paying attention to the other work that we've been doing.

I know Councilmember Grant, and myself, when I was on the council, we were constantly in Rose Street. We were constantly doing things and trying to, you know, move people out of that section of Main. And the police has been working very hard in doing so.

They have done that. They have moved from that area.

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You don't see them by Dollar General anymore. You don't see them in the Rose Street lot anymore. But they move their self down to that lot. We did talk to the owners. They're frustrated. They've been trying also, there's been stuff removed from that property. And then the next day, more stuff is there. So, they have been trying.

So we are working with them and we're coming up with some ideas of how we're going to address that situation. It's like I said before, it's like whack a mole. You kind of get to, you know, move people from one place, they pop up somewhere else.

So we're trying to push more people into services and getting help versus them going to another section of the city, because each time they move, there's more people that seem to be coming from other places.

The police have been trying to remove individuals from the lot, and when they do, they can only give them an appearance ticket. That's the way the law is set up at this point. And so now a lot of many of the individuals that are occupying the streets and occupying these lots know what the outcome is going to be. So, if you give them an appearance ticket, they don't show up in court. No one's going down there trying to track them down because no one knows where to go to get them. So, what happens is, is that it's a revolving cycle. They just keep coming out. And then, you know, we have [been] talking to state officials to figure out what we can do about it. But, you know, the police officers are very frustrated as well.

So, it's been... it's been kind of a nightmare for some individuals.

But what's going on there lot that is going to be dealt with because of the fact that it's we were up there and they were basically people telling us off and basically cursing at the police officers and even the individuals that were going up there and were providing food. They were actually threatened. So, some people stopped going up there because of what's been going on. So, we are trying to find more ways of helping individuals. You know, going through what they're going through. I mean, some of them are not taking there meds anymore, so it's causing a problem there. So, we're really, the Hudson River Housing will be opening the outreach resource center. That's going to be right next to that area so we can provide more services there.

And then actually, as we're moving people out of the site, because unfortunately, these individuals are not going to go to North Road, they're not going to go down to the county to get those services. The services have to come to them. So if anybody else has a better answer to that, please let us know, because we hear a lot of complaints, but we don't hear any solutions. So we are working on that as much as we can.

So, and the other thing is too, is I want to thank, Serena from Nature's Impact. She was here at City Hall. If you walk around City Hall and you see a lot of the planters, and you see the nice flowers and plantings that are there. It is our kids from the Early Learning Center that was working along with, Serena, from Nature's Impact and also with Carrie from Crazy Over Art. It was a great day. They came here and spent the day planting flowers. So, you know, we ever see our little kids, or you see them thank them for helping, doing what they did around City

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Hall to make things beautiful.

I also want to say congratulations to our seniors. The Poughkeepsie High School seniors, they walk through City Hall. We're very proud of them. We congratulate them on their graduation.

And also too – I had quite a few things here.

I want to thank our Planning and Development director, Joe Donat and then also his team working with the council members. Thank you so much for really getting involved with your wards and making the revisions for the zoning. And hopefully soon we'll be able to get to a point where now we can pass a revised zoning code. So that way we can start with the development here in the City of a Poughkeepsie.

I want to thank all those who were involved with the Juneteenth event. It was... it was a beautiful event over the weekend and organizations that got involved to do their own events at their locations. I try to hop around as many as I could on that day. And it was great. Unfortunately, a lot of them were happening around the same time. But it was nice that people participated. And I really do appreciate that. Tomorrow there is going to be Juneteenth, events throughout the city. And I know there's one at Malcolm X Park.

And then there's also the carnival that starts tomorrow. There will be fireworks. Thanks to, John O'Connor and partners. They actually, provided sponsorship for the fireworks.

So the fireworks are going to be down, at the waterfront around 9:00. So, if you get a chance to go down to the carnival, it's going to be at the Delaval site. Which is nice, because we haven't had anything down there in, I think, almost over a decade, a couple decades. So it's nice to see some kind of happen down in that area.

Also, the pool house is going to have a ribbon cutting on June 29th, and that's going to be at 10:30 am. And then after the ribbon cutting, the pools will be open. So, both pools. And so, we do ask individuals that, if you're planning on attending the pools that you do need to sign up and register so you can get a band to use the pools. You can also do it there too. But we're asking people to ahead of time to do that. And it's been, it's been a very good process and people will be coming in, which is great. So, we're hoping everyone enjoys our pools during the summer.

Also, too, there's fireworks on 4th of July. So that's going to be also down at the waterfront. And that's going to start, I think, at nine, 9:00. And, but people are welcome to go down earlier and hopefully I'm not sure, but it the Ice House going to be open by then? No? Okay. All right. Well, so should be open afterwards. But, come down and the family down going to have a, you know, nice firework celebration down there.

And then one last thing I want to congratulate Jamar Cummings. He just started yesterday and was sworn in last week, so thank you. Looking forward to working with you. And I think I covered everything.

So, that's it.

**VIII. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:**

**IX. REPORTS OF COMMITTEES AND BOARDS:**

*A motion to approve the consent agenda was made by Vice Chair Shook and seconded by Councilmember Henry*

**CONSENT AGENDA:**

**X. MOTIONS AND RESOLUTIONS:**

1. **R-24-45**, Resolution of The Common Council Of The City Of Poughkeepsie, New York Declaring A Housing Emergency And Regulation Of Rents Pursuant To The Emergency Tenant Protection Act.

**RESOLUTION**

**(R-24-45)**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF POUGHKEEPSIE,  
NEW YORK DECLARING A HOUSING EMERGENCY AND REGULATION OF  
RENTS PURSUANT TO THE EMERGENCY TENANT PROTECTION ACT**

**SPONSORED BY: CHAIRMAN WILSON, COUNCILMEMBERS SHOOK,  
PATTERSON THOMPSON, MENIST, DEICHLER, GRANT, BROWN, HENRY, AND  
JAMES**

**WHEREAS**, a housing vacancy analysis performed by the Collective for Community, Culture and Environment (CCCE) in November and December 2023 found a vacancy rate of 3.96% for multifamily buildings with six or more units which buildings were completed prior to January 1, 1974; and

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**WHEREAS**, the rental vacancy rate of 3.96% is less than the 5% vacancy rate established in New York Unconsolidated Laws §8623(a) [also known as Chapter 249-B Emergency Tenant Protection Act of 1974, §3(a)]; and

**WHEREAS**, a public hearing was held on Tuesday, May 7, 2024 pursuant to New York Unconsolidated Laws §8623(c) [also known as Chapter 249-B Emergency Tenant Protection Act of 1974, §3(c)]; and

**WHEREAS**, after a review of the information presented at the public hearing, CCCE has confirmed that the vacancy rate has been amended to be 4.03% (see attached Amended Final Table and attached Amended Summary Table)

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Poughkeepsie Common Council declares that an emergency exists as set forth in the Emergency Tenant Protection Act (ETPA) and that immediately upon the adoption of this resolution, the provisions of the ETPA shall apply to those buildings in the City of Poughkeepsie containing six or more rental units completed prior to January 1, 1974; and

**BE IT FURTHER RESOLVED**, that the Common Council recognizes its obligations New York Unconsolidated Laws §8623(b) [also known as Chapter 249-B Emergency Tenant Protection Act of 1974, §3(b)] that this emergency must be declared at an end once the vacancy rate exceeds 5%. Therefore, the Council shall periodically budget for the resources to review the then-applicable vacancy rate.

**SECONDED BY COUNCILMEMBER SHOOK**

Official Minutes of the Common Council Meeting of June 18, 2024

| R-24-45 - VOICE VOTE                                                                                                                            |                                    |       |                                     |                          |                          |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <div><input checked="" type="checkbox"/> Accepted</div> <div><input type="checkbox"/> Defeated</div> <div><input type="checkbox"/> Tabled</div> |                                    |       | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
|                                                                                                                                                 | Councilmember Henry                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Menist               | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Brown                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember James                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Grant                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Deichler             | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Majority Leader Patterson Thompson | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Vice Chair Shook                   | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Chairman Wilson                    | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

<insert supplements>



| <b>SUMMARY TABLE</b>                                                             |              |
|----------------------------------------------------------------------------------|--------------|
| Properties Included in the Study                                                 | 112          |
| Total number of responses                                                        | 68           |
| Response Rate                                                                    | 61%          |
|                                                                                  |              |
| Total number of units included in study                                          | 1494         |
| Total number of units reported to be vacant on 11/1/2023                         | 88           |
| <i>Total number of vacant units not available for rent on 11/1/2023</i>          | 29           |
| <b><i>Total number of vacant units available for rent on 11/1/2023 (TVH)</i></b> | <b>59</b>    |
|                                                                                  |              |
| <b>Total number of units - Number of units not available for rent = TRH</b>      | <b>1465</b>  |
| <b>Vacancy Rate (TVH/TRH)</b>                                                    | <b>4.03%</b> |

| <b>Yr Blt</b> | <b>Property Address</b> | <b>Total No. of Units</b> | <b>No. of vacant units 11/1/2023</b> | <b>No. of vacant units not available for rent 11/1/2023</b> | <b>Total units for vacancy count (TH)</b> | <b>Total vacant units available for rent (TV) 11/1/2023</b> | <b>Vacancy rate</b> |
|---------------|-------------------------|---------------------------|--------------------------------------|-------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------|---------------------|
| 1900          | 60 Academy              | 7                         | 0                                    | 0                                                           | 7                                         | 0                                                           | 0.00%               |
| 1920          | 69 Academy              | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1912          | 76 Academy              | 14                        | 0                                    | 0                                                           | 14                                        | 0                                                           | 0.00%               |
| 1958          | 166 Academy             | 36                        | 1                                    | 0                                                           | 36                                        | 1                                                           | 2.78%               |
| 1936          | 24 Barclay              | 14                        | 0                                    | 0                                                           | 14                                        | 0                                                           | 0.00%               |
| 1925          | 80 N. Bridge            | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1890          | 97 N. Bridge            | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1950          | 48 Cannon               | 9                         | 3                                    | 0                                                           | 9                                         | 3                                                           | 33.33%              |
| 1922          | 120 Cannon              | 14                        | 1                                    | 1                                                           | 13                                        | 0                                                           | 0.00%               |
| 1920          | 137 Cannon              | 6                         | 2                                    | 0                                                           | 6                                         | 2                                                           | 33.33%              |
| 1922          | 55 Carroll              | 24                        | 7                                    | 7                                                           | 17                                        | 0                                                           | 0.00%               |
| 1922          | 60 Carroll              | 25                        | 3                                    | 0                                                           | 25                                        | 3                                                           | 12.00%              |
| 1931          | 76 Carroll              | 7                         | 0                                    | 0                                                           | 7                                         | 0                                                           | 0.00%               |
| 1922          | 82 Carroll              | 19                        | 7                                    | 0                                                           | 19                                        | 7                                                           | 36.84%              |
| 1910          | 64-66 Catharine         | 6                         | 2                                    | 0                                                           | 6                                         | 2                                                           | 33.33%              |
| 1900          | 398 Church              | 14                        | 6                                    | 0                                                           | 14                                        | 6                                                           | 42.86%              |
| 1950          | 400 Church              | 12                        | 4                                    | 4                                                           | 8                                         | 0                                                           | 0.00%               |
| 1920          | 45 N. Clinton           | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1910          | 51 N. Clinton           | 6                         | 1                                    | 0                                                           | 6                                         | 1                                                           | 16.67%              |
| 1920          | 4 S. Clinton            | 7                         | 2                                    | 2                                                           | 5                                         | 0                                                           | 0.00%               |
| 1900          | 45 S. Clinton           | 6                         | 1                                    | 0                                                           | 6                                         | 1                                                           | 16.67%              |
| 1900          | 3 College               | 8                         | 0                                    | 0                                                           | 8                                         | 0                                                           | 0.00%               |
| 1920          | 20-24 Cottage           | 9                         | 0                                    | 0                                                           | 9                                         | 0                                                           | 0.00%               |
| 1920          | 12 Delano               | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1922          | 1 Flannery              | 292                       | 0                                    | 0                                                           | 292                                       | 0                                                           | 0.00%               |
| 1968          | 31 Forbus               | 44                        | 2                                    | 2                                                           | 42                                        | 0                                                           | 0.00%               |
| 1905          | 32 Forbus               | 6                         | 1                                    | 0                                                           | 6                                         | 1                                                           | 16.67%              |
| 1925          | 1 Fountain              | 13                        | 0                                    | 0                                                           | 13                                        | 0                                                           | 0.00%               |
| 1900          | 120 Franklin            | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1905          | 132 Franklin            | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1922          | 138 Franklin            | 7                         | 0                                    | 0                                                           | 7                                         | 0                                                           | 0.00%               |
| 1920          | 77 Garden               | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1910          | 78-80 Garden            | 7                         | 1                                    | 0                                                           | 7                                         | 1                                                           | 14.29%              |
| 1920          | 79 Garden               | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1920          | 46 N. Hamilton          | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |

| <b>Yr Blt</b> | <b>Property Address</b> | <b>Total No. of Units</b> | <b>No. of vacant units 11/1/2023</b> | <b>No. of vacant units not available for rent 11/1/2023</b> | <b>Total units for vacancy count (TH)</b> | <b>Total vacant units available for rent (TV) 11/1/2023</b> | <b>Vacancy rate</b> |
|---------------|-------------------------|---------------------------|--------------------------------------|-------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------|---------------------|
| 1900          | 19 S. Hamilton          | 7                         | 0                                    | 0                                                           | 7                                         | 0                                                           | 0.00%               |
| 1900          | 37 S. Hamilton          | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1890          | 51 S. Hamilton          | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1900          | 57-65 S. Hamilton       | 24                        | 2                                    | 0                                                           | 24                                        | 2                                                           | 8.33%               |
| 1927          | 82 S. Hamilton          | 27                        | 0                                    | 0                                                           | 27                                        | 0                                                           | 0.00%               |
| 1890          | 89 S. Hamilton          | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1922          | 91 S. Hamilton          | 24                        | 3                                    | 3                                                           | 21                                        | 0                                                           | 0.00%               |
| 1963          | 94-96 S. Hamilton       | 51                        | 0                                    | 0                                                           | 51                                        | 0                                                           | 0.00%               |
| 1920          | 101 S. Hamilton         | 11                        | 0                                    | 0                                                           | 11                                        | 0                                                           | 0.00%               |
| 1927          | 25 Hammersley           | 13                        | 2                                    | 0                                                           | 13                                        | 2                                                           | 15.38%              |
| 1900          | 28 Hooker               | 6                         | 2                                    | 1                                                           | 5                                         | 1                                                           | 20.00%              |
| 1905          | 43 Hooker               | 7                         | 0                                    | 0                                                           | 7                                         | 0                                                           | 0.00%               |
| 1915          | 51 Hooker               | 7                         | 0                                    | 0                                                           | 7                                         | 0                                                           | 0.00%               |
| 1900          | 130 Hooker              | 7                         | 0                                    | 0                                                           | 7                                         | 0                                                           | 0.00%               |
| 1890          | 8 Jewett                | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1880          | 7 Lafayette             | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1930          | 22 Lexington            | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1920          | 34 Lincoln              | 7                         | 2                                    | 0                                                           | 7                                         | 2                                                           | 28.57%              |
| 1920          | 194 Main                | 14                        | 0                                    | 0                                                           | 14                                        | 0                                                           | 0.00%               |
| 1900          | 202-204 Main            | 8                         | 0                                    | 0                                                           | 8                                         | 0                                                           | 0.00%               |
| 1920          | 220 Main                | 10                        | 0                                    | 0                                                           | 10                                        | 0                                                           | 0.00%               |
| 1872          | 303-307 Main            | 8                         | 2                                    | 2                                                           | 6                                         | 0                                                           | 0.00%               |
| 1872          | 309 Main                | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1900          | 403 Main                | 6                         | 2                                    | 0                                                           | 6                                         | 2                                                           | 33.33%              |
| 1900          | 453 Main                | 17                        | 0                                    | 0                                                           | 17                                        | 0                                                           | 0.00%               |
| 1880          | 458-460 Main            | 6                         | 1                                    | 1                                                           | 5                                         | 0                                                           | 0.00%               |
| 1900          | 464 Main                | 12                        | 0                                    | 0                                                           | 12                                        | 0                                                           | 0.00%               |
| 1880          | 468 Main                | 12                        | 3                                    | 0                                                           | 12                                        | 3                                                           | 25.00%              |
| 1900          | 521 Main                | 32                        | 0                                    | 0                                                           | 32                                        | 0                                                           | 0.00%               |
| 1900          | 548 Main                | 10                        | 0                                    | 0                                                           | 10                                        | 0                                                           | 0.00%               |
| 1900          | 550 Main                | 6                         | 0                                    | 0                                                           | 6                                         | 0                                                           | 0.00%               |
| 1926          | 558 Main                | 28                        | 0                                    | 0                                                           | 28                                        | 0                                                           | 0.00%               |
| 1923          | 559 Main                | 14                        | 0                                    | 0                                                           | 14                                        | 0                                                           | 0.00%               |

| Yr Blt | Property Address | Total No. of Units | No. of vacant units 11/1/2023 | No. of vacant units not available for rent 11/1/2023 | Total units for vacancy count (TH) | Total vacant units available for rent (TV) 11/1/2023 | Vacancy rate |
|--------|------------------|--------------------|-------------------------------|------------------------------------------------------|------------------------------------|------------------------------------------------------|--------------|
| 1915   | 566 Main         | 13                 | 0                             | 0                                                    | 13                                 | 0                                                    | 0.00%        |
| 1930   | 637 Main         | 8                  | 1                             | 0                                                    | 8                                  | 1                                                    | 12.50%       |
| 1920   | 639 Main         | 8                  | 0                             | 0                                                    | 8                                  | 0                                                    | 0.00%        |
| 1925   | 641 Main         | 8                  | 0                             | 0                                                    | 8                                  | 0                                                    | 0.00%        |
| 1924   | 691 Main         | 13                 | 0                             | 0                                                    | 13                                 | 0                                                    | 0.00%        |
| 1900   | 699 Main         | 11                 | 0                             | 0                                                    | 11                                 | 0                                                    | 0.00%        |
| 1922   | 704-706 Main     | 6                  | 0                             | 0                                                    | 6                                  | 0                                                    | 0.00%        |
| 1920   | 144 Mansion      | 6                  | 0                             | 0                                                    | 6                                  | 0                                                    | 0.00%        |
| 1910   | 146-148 Mansion  | 6                  | 0                             | 0                                                    | 6                                  | 0                                                    | 0.00%        |
| 1920   | 169 Mansion      | 6                  | 1                             | 0                                                    | 6                                  | 1                                                    | 16.67%       |
| 1920   | 171 Mansion      | 6                  | 1                             | 0                                                    | 6                                  | 1                                                    | 16.67%       |
| 1910   | 182 Mansion      | 6                  | 3                             | 0                                                    | 6                                  | 3                                                    | 50.00%       |
| 1920   | 242 Mansion      | 6                  | 1                             | 1                                                    | 5                                  | 0                                                    | 0.00%        |
| 1920   | 254 Mansion      | 6                  | 2                             | 1                                                    | 5                                  | 1                                                    | 20.00%       |
| 1886   | 154 Mill         | 6                  | 0                             | 0                                                    | 6                                  | 0                                                    | 0.00%        |
| 1932   | 174 Mill         | 11                 | 0                             | 0                                                    | 11                                 | 0                                                    | 0.00%        |
| 1900   | 197 Mill         | 24                 | 0                             | 0                                                    | 24                                 | 0                                                    | 0.00%        |
| 1900   | 211 Mill         | 6                  | 0                             | 0                                                    | 6                                  | 0                                                    | 0.00%        |
| 1900   | 217-219 Mill     | 8                  | 1                             | 1                                                    | 7                                  | 0                                                    | 0.00%        |
| 1900   | 267 Mill         | 7                  | 0                             | 0                                                    | 7                                  | 0                                                    | 0.00%        |
| 1900   | 320-322 Mill     | 8                  | 0                             | 0                                                    | 8                                  | 0                                                    | 0.00%        |
| 1900   | 98 Montgomery    | 6                  | 1                             | 1                                                    | 5                                  | 0                                                    | 0.00%        |
| 1920   | 145 Montgomery   | 6                  | 1                             | 0                                                    | 6                                  | 1                                                    | 16.67%       |
| 1900   | 58 Noxon         | 12                 | 4                             | 0                                                    | 12                                 | 4                                                    | 33.33%       |
| 1855   | 2 Parker         | 6                  | 0                             | 0                                                    | 6                                  | 0                                                    | 0.00%        |
| 1900   | 56 Pershing      | 6                  | 0                             | 0                                                    | 6                                  | 0                                                    | 0.00%        |
| 1932   | 2 Roosevelt      | 14                 | 0                             | 0                                                    | 14                                 | 0                                                    | 0.00%        |
| 1932   | 4 Roosevelt      | 13                 | 0                             | 0                                                    | 13                                 | 0                                                    | 0.00%        |
| 1870   | 2 Rose           | 7                  | 0                             | 0                                                    | 7                                  | 0                                                    | 0.00%        |
| 1900   | 21 Smith         | 8                  | 2                             | 2                                                    | 6                                  | 0                                                    | 0.00%        |
| 1890   | 54-58 Smith      | 6                  | 0                             | 0                                                    | 6                                  | 0                                                    | 0.00%        |
| 1920   | 6 State          | 7                  | 1                             | 0                                                    | 7                                  | 1                                                    | 14.29%       |
| 1940   | 7 Suncrest       | 22                 | 0                             | 0                                                    | 22                                 | 0                                                    | 0.00%        |
| 1920   | 140 Union        | 6                  | 1                             | 0                                                    | 6                                  | 1                                                    | 16.67%       |
| 1920   | 144 Union        | 6                  | 2                             | 0                                                    | 6                                  | 2                                                    | 33.33%       |

| <b>Yr Blt</b> | <b>Property Address</b> | <b>Total No.<br/>of Units</b> | <b>No. of<br/>vacant<br/>units<br/>11/1/2023</b> | <b>No. of<br/>vacant<br/>units not<br/>available<br/>for rent<br/>11/1/2023</b> | <b>Total units<br/>for vacancy<br/>count (TH)</b> | <b>Total vacant<br/>units available<br/>for rent (TV)<br/>11/1/2023</b> | <b>Vacancy<br/>rate</b> |
|---------------|-------------------------|-------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------|-------------------------|
| 1912          | 160 Union               | 39                            | 3                                                | 0                                                                               | 39                                                | 3                                                                       | 7.69%                   |
| 1880          | 166 Union               | 6                             | 0                                                | 0                                                                               | 6                                                 | 0                                                                       | 0.00%                   |
| 1920          | 187/189 Union           | 10                            | 0                                                | 0                                                                               | 10                                                | 0                                                                       | 0.00%                   |
| 1928          | 43 Verazzano            | 9                             | 0                                                | 0                                                                               | 9                                                 | 0                                                                       | 0.00%                   |
| 1954          | 67 Verazzano            | 6                             | 0                                                | 0                                                                               | 6                                                 | 0                                                                       | 0.00%                   |
| 1938          | 7-9 S. White            | 8                             | 0                                                | 0                                                                               | 8                                                 | 0                                                                       | 0.00%                   |
| 1968          | 166 Winnikee            | 6                             | 0                                                | 0                                                                               | 6                                                 | 0                                                                       | 0.00%                   |
| 1940          | 172 Winnikee            | 12                            | 0                                                | 0                                                                               | 12                                                | 0                                                                       | 0.00%                   |
| 1930          | 66 Worrall              | 6                             | 0                                                | 0                                                                               | 6                                                 | 0                                                                       | 0.00%                   |
|               |                         |                               |                                                  |                                                                                 |                                                   |                                                                         |                         |
|               | <b>TOTAL</b>            | <b>1494</b>                   | <b>88</b>                                        | <b>29</b>                                                                       | <b>1465</b>                                       | <b>59</b>                                                               | <b>4.03%</b>            |

2. **R-24-46**, Resolution Introducing and Setting a Public Hearing for Local Law Amending Section 14.35 of the Administrative Code of the City of Poughkeepsie Entitled “Taxes – Partial Exemption Granted; Conditions”

**RESOLUTION  
(R-24-46)**

**RESOLUTION INTRODUCING LOCAL LAW AMENDING SECTION 14.35 OF THE  
ADMINISTRATIVE CODE OF THE CITY OF POUGHKEEPSIE ENTITLED “TAXES –  
PARTIAL EXEMPTION GRANTED; CONDITIONS”**

**INTRODUCED BY COUNCILMEMBER MENIST**

**BE IT RESOLVED** that an introductory Local Law entitled, “LOCAL LAW AMENDING SECTION 14.35 OF THE ADMINISTRATIVE CODE OF THE CITY OF POUGHKEEPSIE ENTITLED ‘TAXES – PARTIAL EXEMPTION GRANTED; CONDITIONS’” be and hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

**BE IT FURTHER RESOLVED** that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council; and

**BE IT FURTHER RESOLVED** that the Council shall hold a public hearing on said proposed local law to receive comment from the public on Tuesday, July 2, 2024 at 6:00 pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

**BE IT FURTHER RESOLVED** that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

**SECONDED BY COUNCILMEMBER SHOOK**

**LOCAL LAW AMENDING SECTION 14.35 OF THE ADMINISTRATIVE CODE OF  
THE CITY OF POUGHKEEPSIE ENTITLED “TAXES – PARTIAL EXEMPTION  
GRANTED;  
CONDITIONS” (LL-24-xx)**

**INTRODUCED BY COUNCILMEMBER MENIST:**

**SECTION 1. BE IT ENACTED**, by the Common Council of the City of Poughkeepsie, a local law amending Chapter 14.35 of the Administrative Code of the City of Poughkeepsie entitled Taxes – Partial Exemption Granted; Conditions, to provide as follows:

**STRIKETHROUGH INDICATES DELETION  
BOLD and UNDERLINE INDICATES ADDED LANGUAGE**

**Section 14.35 Taxes — partial exemption granted; conditions.**

Real property owned by persons sixty-five (65) years of age or over shall be exempt from city taxes up to the maximum amount of fifty (50) per centum of the assessed valuation subject to the following conditions and pursuant to Subsection (f) hereof:

- (a) The owner or all of the owners must file an application annually in the assessor's office on or before the appropriate taxable status date or such other time as may be hereafter fixed by law. At least sixty (60) days prior to the appropriate taxable status date, the assessing authority shall mail to each person who was granted an exemption pursuant to this section on the latest completed assessment roll an application form and a notice that such application must be filed on or before taxable status date and be approved in order for the exemption to be granted. Failure to mail any such application form and notice or the failure of such person to receive the same shall not prevent the levy, collection and enforcement of the payment of the taxes on property owned by such person.
- (b) In the event the owner, or all of the owners, of property which has received an exemption pursuant to this section on the preceding assessment roll fail to file the application required pursuant to this section on or before the taxable status date, such owner or owners may file the application, executed as if such application had been filed on or before the taxable status date, with the Assessor on or before the date for the hearing of complaints. The Assessor shall approve or deny such application as if it had been filed on or before the taxable status date.
- (c) The income of the owner or the combined income of the owners of the property must not exceed ~~twenty-nine thousand dollars (\$29,000)~~ forty thousand dollars (\$40,000.00) for the income tax year immediately preceding the date of making application for exemption. Where the title is vested in either the husband or **wife**,

their combined income must not exceed the sum of forty thousand dollars  
(\$40,000.00) ~~twenty nine thousand dollars (\$29,000.-)~~.

- (d) Title to the property must be vested in the owner or, if more than one (1), in all the owners for at least twenty-four (24) consecutive months prior to the date of making application for exemption.
- (e) The property must be used exclusively for residential purposes, be occupied in whole or in part by the owners, and constitute the legal residence of the owners.
- (f) The amount of the partial exemption shall be computed as follows:

| Annual Income                                                                                       | Percentage of Assessed Valuation Exempt From Taxation |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <del>\$20,600</del> <u>\$40,000</u> or less                                                         | 50                                                    |
| More than <del>\$40,000</del> <del>\$20,600</del> but less than <del>\$21,600</del> <u>\$41,000</u> | 45                                                    |
| <del>\$21,600</del> <u>\$41,000</u> or more but less than <del>\$22,600</del> <u>\$42,000</u>       | 40                                                    |
| <del>\$22,600</del> <u>\$42,000</u> or more but less than <del>\$23,600</del> <u>\$43,000</u>       | 35                                                    |
| <del>\$23,600</del> <u>\$43,000</u> or more but less than <del>\$24,500</del> <u>\$43,900</u>       | 30                                                    |
| <del>\$24,500</del> <u>\$43,900</u> or more but less than <del>\$25,400</del> <u>\$44,800</u>       | 25                                                    |
| <del>\$25,400</del> <u>\$44,800</u> or more but less than <del>\$26,300</del> <u>\$45,700</u>       | 20                                                    |
| <del>\$26,300</del> <u>\$45,700</u> or more but less than <del>\$27,200</del> <u>\$46,600</u>       | 15                                                    |
| <del>\$27,200</del> <u>\$46,600</u> or more but less than <del>\$28,100</del> <u>\$47,500</u>       | 10                                                    |
| <del>\$28,100</del> <u>\$47,500</u> or more but less than <del>\$29,000</del> <u>\$48,400</u>       | 5                                                     |

- (g) Unreimbursed medical expenses shall be subtracted from the senior's income calculation.

**SECTION 2.** This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

SECONDED BY COUNCILMEMBER\_\_\_\_:



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| R-24-46 - VOICE VOTE                                                                                                 |                                    |       |                                     |                          |                          |                          |
|----------------------------------------------------------------------------------------------------------------------|------------------------------------|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> Accepted<br><input type="checkbox"/> Defeated<br><input type="checkbox"/> Tabled |                                    |       | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
|                                                                                                                      | Councilmember Henry                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember Menist               | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember Brown                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember James                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember Grant                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Councilmember Deichler             | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Majority Leader Patterson Thompson | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Vice Chair Shook                   | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                      | Chairman Wilson                    | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. **R-24-48**, Resolution Approving License Agreement For The Art Effect To Place A Piece Of Art In Pulaski Park

**RESOLUTION**

**(R-24-48)**

**RESOLUTION APPROVING LICENSE AGREEMENT FOR THE ART EFFECT TO PLACE A PIECE OF ART IN PULASKI PARK**

**INTRODUCED BY CHAIRMAN WILSON, COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, MENIST, DEICHLER, GRANT AND HENRY:**

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Poughkeepsie hereby finds and determines that it is in the best interest of the City to enter into a License Agreement with The Art Effect upon the terms and conditions annexed hereto and made a part hereof; and

**BE IT FURTHER RESOLVED**, that the Mayor and City Administrator are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution including but not limited to the execution of the attached License Agreement.

**SECONDED BY COUNCILMEMBER SHOOK**

**LICENSE AGREEMENT**

**THIS AGREEMENT** made this     day of June, 2024 by and between the **CITY OF POUGHKEEPSIE**, a municipal corporation of the State of New York, having its principal offices at the Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter called the "**City**", and **THE ART EFFECT** having a principal place of business at \_\_\_\_\_ .

**W I T N E S S E T H :**

**WHEREAS**, the City is the owner of a public park known as Pulaski Park, City of Poughkeepsie, New York; and

**WHEREAS**, The Art Effect desires to install a piece of art known as the Portal in Pulaski Park; and

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

- (a) The City hereby grants to The Art Effect and The Art Effect hereby accepts from the City a license to install as piece of art known as \_\_\_\_\_ within Pulaski Park, more specifically to be located as shown on Exhibit "A".

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

1. The above recitals are incorporated herein by reference as if set forth at length, and the Parties intend the above recitals to constitute material terms of this Agreement.
2. The City grants to The Art Effect, and The Art Effect hereby accepts from the City, a license to manage and operate for the period herein stated and subject to all the terms and conditions herein contained, a license for the privilege of installing, operating and maintaining the a piece of art known as the Portal, shown on Exhibit A (the "Art"), and installed within Pulaski Park at the location shown on Exhibit B (the "Property"). It is understood and agreed between the parties that this agreement is intended to be only a license to utilize the above-described premises and no part thereof shall be interpreted as being any form of lease agreement.
3. a. The term of this license shall commence upon the execution of this agreement and shall expire without further notice by either party to the other at midnight on June 30, 2027 unless sooner terminated as herein provided, or

unless the City by five (5) days' notice in writing shall terminate the license, when and if, in its sole judgment, it deems that such termination is necessary by operation of law, or pursuant to the terms of this agreement, or the licensed premises is no longer being used for the Project.

b. As long as The Art Effect is not in default of any of its obligations under the License, the City shall grant to The Art Effect the option to renew (the "[Renewal Option](#)") the term of this License for one (1) additional period of two (2) years (the "Renewal Term"). The Art Effect shall exercise such Renewal Option by delivering written notice of such election to the City at least three (3) months prior to the expiration of the initial Term. The renewal of this License shall be upon the same terms and conditions of this License, except (a) The Art Effect shall have no option to renew this License beyond the expiration of the Renewal Term; and (b) The Art Effect shall not have the right to assign its renewal rights to any sublessee of the Property or a portion thereof or to any assignee of this License, nor may any such sublessee or assignee exercise or enjoy the benefit of such renewal rights;

4. No fee shall be charged for this license, the parties recognize that The Art Effect is providing a public service by installing, operating and maintaining the Project as set forth in the License.
5. The Art Effect's installation of the Art is at The Art Effect's sole cost and expense, including, but not limited to, the costs to install any utility and electricity necessary. That actual installation work shall not commence until prior written notice to and approval by the City (which shall not be unreasonably withheld). It is further agreed that The Art Effect will, within ten (10) days, discharge any and all mechanics' liens filed against the premises hereinabove described which have been filed relative to The Art Effect's operations thereon.
6. The Art Effect's maintenance responsibilities shall include replacing any portions of the Art that are damaged for any reason including, but not limited to, nature, vandalism or negligence.
7. The City shall be responsible for ordinary maintenance of the Property including lawn and shrub maintenance, snow removal, litter removal and providing all utility and electric needs. The City shall maintain any installed utility, including, but not limited to electric. This shall not include the removal of any graffiti on any portion of the Art.
8. Title to the Art shall remain in The Art Effect.

9. The Art Effect shall not remove any property currently located on the premises, without prior written approval of the City.
10. The Art Effect shall obtain, at The Art Effect e's own cost and expense, all permits and licenses necessary, if any, for the legal operation of this license. The Art Effect agrees to be responsible for any building department fees, if any and will comply with all state and local building codes.
11. The Art Effect shall not sell, mortgage, rent, assign, or parcel out the license hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Property covered by this license for any purpose whatsoever without first obtaining the written consent of the City, nor shall the license be transferred by operation of law, without the prior written approval of the City who will not unduly withhold such a request.
12. The Art Effect agrees that should any building or structure upon the Property included in this license be damaged by fire, or any other cause whatsoever, so as to prevent the operation of this license to the satisfaction of the City, and on notice in writing by The Art Effect to the City that The Art Effect is unable or unwilling to make repairs necessary to restore the premises to an operable condition, then the City, at its option, may, on notice in writing to The Art Effect, cancel and terminate this license, and all rights and privileges hereunder shall cease.
13. The Art Effect shall not use or permit the storage of any illuminating oils, turpentine, benzene, naphtha or similar substances or explosives of any kind or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York.
14. The Art Effect agrees that at all times free access will be given to representatives of the City or any other state or federal or municipal officials having jurisdiction for inspection purposes.
15. The Art Effect hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, deficiency or impairment of the electrical apparatus or wires furnished for the licensed premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time from any cause, or for commotion or riot, or any act of God, and The Art Effect hereby expressly releases and discharges the City, its agents, officers, and employees from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, and agrees to hold them harmless therefor, including attorney's fees,

if any, unless there was gross negligence by the City, its agents, officers, and/or employees.

16. The Art Effect assumes all risk in the operation of this license and agrees to comply with all federal, state and local laws and regulations and orders of the City affecting the licensed premises in regard to this project.
17. The Art Effect shall maintain such insurance in the amounts set forth herein. All policies shall be submitted to City for approval before any installation work is commenced. Each contract between The Art Effect and any contractor must require that each insurance policy shall name the City of Poughkeepsie as an "additional named insured" thereof, and shall be delivered to the City. Each policy and certificate shall have endorsed thereon: "No cancellation of or change in this policy shall become effective until after ten (10) days' notice by registered mail to the Corporation Counsel of the City of Poughkeepsie, Municipal Building, Poughkeepsie, New York." The required insurance must be in not less than the following amounts:
  - a. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 and \$2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
  - b. Business Automobile Liability with a limit of not less than \$1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
  - c. Statutory Workers Compensation and employers' liability coverage for all employees, including corporate officers and sole proprietors.
  - d. Umbrella/Excess Liability with a limit of not less than \$5,000,000 per occurrence/aggregate
18. Upon failure of The Art Effect to furnish, deliver and maintain such insurance as above provided, this license may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of The Art Effect to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve The Art Effect from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of The Art Effect concerning indemnification as set forth below.

19. The Art Effect expressly agrees to hold the City, its agents, officers, and employees harmless from any and all claims for loss, damage or injury to person or property, whatever kind or nature arising from the installation of the Art, or from the negligence or carelessness of employees, agents or contractors of The Art Effect, and The Art Effect expressly agrees to indemnify the City, its agents, officers, and employees of any recoveries against them, individually and/or jointly, arising from same.
20. The Property shall at all times be insured under the City's insurance policies in the same manner as the City insures other City-owned property.
21. Should the City, in its sole judgment, decide that The Art Effect is not operating the license herein granted in a satisfactory manner, then City may terminate this license by notice in writing, effective fifteen (15) days from mailing, as though it were the time provided in this license for termination, all rights of The Art Effect therein shall be forfeited without any claims for damages, compensation, refund of The Art Effect investment, if any, or any other payment whatsoever. The fifteen day notice to terminate this agreement shall include a statement of the conditions which have caused the notice to be issued and The Art Effect shall have fifteen (15) days from the mailing of the notice to cure the condition and require the termination to be withdrawn. The fifteen day cure period shall be strictly enforced regardless of the nature of the condition to be cured, unless otherwise mutually agreed upon in writing by both parties.
22. The Art Effect at the expiration or sooner termination of this license as provided herein, shall quit and surrender the licensed premises and shall remove the Art promptly.
23. Neither this license nor any interest created hereby may be assigned or transferred by operation of law or otherwise without the express written consent of the City, it being the intention of the City to grant this license personally to The Art Effect.
24. This license cannot be changed orally.
25. NOTICES: Any notices required by and/or pursuant to this License Agreement shall be sent by first class mail to the following:

LICENSEE:               The Art Effect

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With copy to:

LICENSOR: City of Poughkeepsie  
Attn: City Administrator  
62 Civic Center Plaza  
Poughkeepsie NY 12601

With copy to: City of Poughkeepsie  
Attn: Corporation Counsel  
62 Civic Center Plaza  
Poughkeepsie NY 12601

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

**THE ART EFFECT**

\_\_\_\_\_

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

**CITY OF POUGHKEEPSIE**

**BY:** \_\_\_\_\_  
**YVONNE D. FLOWERS, MAYOR**

| R-24-48 - VOICE VOTE                                                                                                                            |                                    |       |                                     |                          |                          |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <div><input checked="" type="checkbox"/> Accepted</div> <div><input type="checkbox"/> Defeated</div> <div><input type="checkbox"/> Tabled</div> |                                    |       | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
|                                                                                                                                                 | Councilmember Henry                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Menist               | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Brown                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember James                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Grant                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Deichler             | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Majority Leader Patterson Thompson | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Vice Chair Shook                   | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Chairman Wilson                    | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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4. **R-24-49**, Resolution Approving Richard Dorritie to the City of Poughkeepsie Board of Ethics.

**RESOLUTION**

**(R-24-49)**

**INTRODUCED BY CHAIRMAN WILSON, COUNCILMEMBERS SHOOK, PATTERSON THOMPSON AND BROWN:**

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

**NOW, THEREFORE,**

**BE IT RESOLVED**, that the Common Council of the City of Poughkeepsie hereby appoints the following individuals to the Board of Ethics for a two (2) year term ending on June 30, 2026:

Richard Dorritie

**SECONDED BY COUNCILMEMBER SHOOK**

| R-24-49 - VOICE VOTE                                                                                                                            |                                    |       |                                     |                          |                          |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <div><input checked="" type="checkbox"/> Accepted</div> <div><input type="checkbox"/> Defeated</div> <div><input type="checkbox"/> Tabled</div> |                                    |       | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
|                                                                                                                                                 | Councilmember Henry                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Menist               | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Brown                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember James                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Grant                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Deichler             | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Majority Leader Patterson Thompson | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Vice Chair Shook                   | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Chairman Wilson                    | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



*A motion to approve the two Ordinances on the consent agenda was made by Councilmember Patterson Thompson and seconded by Councilmember Brown.*

**XI. ORDINANCES AND LOCAL LAWS:**

1. **O-24-04**, Ordinance Amending §13-180 of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled “Motor vehicles and Traffic” – Parking Prohibited At All Times: Mansion St, North Side From Fitchett St to Corlies Ave.

**ORDINANCE AMENDING §13-180  
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE  
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES  
AND TRAFFIC”**

**(O-24-04)**

**INTRODUCED BY COUNCILMEMBERS PATTERSON THOMPSON AND JAMES:**

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

**SECTION 1:** §13-180 is hereby amended by the following subtraction:

**Section 13-180 -Parking prohibited at all times.**

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

**MANSION ST. North Side, from Fitchett Street to Corlies Avenue.**

**SECTION 2:** This Ordinance shall take effect immediately.

**SECONDED BY COUNCILMEMBER SHOOK:**

ADDITIONS denoted by **Underlining and Bold**

| O-24-04 - VOICE VOTE                                                                                                                            |                                    |       |                                     |                          |                          |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <div><input checked="" type="checkbox"/> Accepted</div> <div><input type="checkbox"/> Defeated</div> <div><input type="checkbox"/> Tabled</div> |                                    |       | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
|                                                                                                                                                 | Councilmember Henry                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Menist               | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Brown                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember James                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Grant                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Deichler             | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Majority Leader Patterson Thompson | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Vice Chair Shook                   | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Chairman Wilson                    | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

2. **O-24-05**, Ordinance Amending §13-180 of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled “Motor vehicles and Traffic” – Removal of Alternate Parking Regulations: Mansion St From Fitchett St to Corlies Ave.

**ORDINANCE AMENDING §13-195  
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE  
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES  
AND TRAFFIC”**

**(O-24-05)**

**INTRODUCED BY COUNCILMEMBERS PATTERSON THOMPSON AND JAMES:**

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

**SECTION 1:** §13-195 is hereby amended by the following subtraction:

**Section 13-195 -No parking twenty-three hours on alternate sides of street, starting at 9:00 a.m.**

Upon the removal of signs giving due notice thereof, the following areas shall no longer be designated as no parking twenty-three hours on alternate sides of street, starting at 9:00 a.m. areas and are to be utilized only for the purpose set forth in this Article:

**MANSION ST., from Fitchett Street to Corlies Avenue.**

**SECTION 2:** This Ordinance shall take effect immediately.

**SECONDED BY COUNCILMEMBER SHOOK:**

**ADDITIONS** denoted by **Underlining and Bold**

| O-24-05 - VOICE VOTE                                                                                                              |                                    |       |                                     |                          |                          |                          |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| <div><input checked="" type="checkbox"/> Accepted<br/><input type="checkbox"/> Defeated<br/><input type="checkbox"/> Tabled</div> |                                    |       | Yes/Aye                             | No/Nay                   | Abstain                  | Absent                   |
|                                                                                                                                   | Councilmember Henry                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                   | Councilmember Menist               | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                   | Councilmember Brown                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                   | Councilmember James                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                   | Councilmember Grant                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                   | Councilmember Deichler             | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                   | Majority Leader Patterson Thompson | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                   | Vice Chair Shook                   | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                   | Chairman Wilson                    | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ACTION AGENDA:**

**XII. MOTIONS AND RESOLUTIONS:**

1. **R-24-47**, Resolution Introducing Local Law Repealing Local Law 21-04 (To Prohibit Evictions Without Good Cause) And Adding A New Division 9 “Prohibition Of Eviction Without Good Cause” To Chapter 12 “Housing”

**RESOLUTION  
(R-24-47)**

**RESOLUTION INTRODUCING LOCAL LAW REPEALING LOCAL LAW 21-04 (TO PROHIBIT EVICTIONS WITHOUT GOOD CAUSE) AND ADDING A NEW DIVISION 9 “PROHIBITION OF EVICTION WITHOUT GOOD CAUSE” TO CHAPTER 12 “HOUSING”**

**INTRODUCED BY COUNCILMEMBERS MENIST, PATTERSON THOMPSON, GRANT, DEICHLER, HENRY, JAMES AND BROWN**

**BE IT RESOLVED** that an introductory Local Law entitled, “LOCAL LAW

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REPEALING LOCAL LAW 21-04 (TO PROHIBIT EVICTIONS WITHOUT GOOD CAUSE) AND ADDING A NEW DIVISION 9 “PROHIBITION OF EVICTION WITHOUT GOOD CAUSE” TO CHAPTER 12 “HOUSING” be and hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

**BE IT FURTHER RESOLVED** that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council; and

**BE IT FURTHER RESOLVED** that the Council shall hold a public hearing on said proposed local law to receive comment from the public on Tuesday, July 2<sup>nd</sup> at 5:30 pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

**BE IT FURTHER RESOLVED** that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

**SECONDED BY COUNCILMEMBER SHOOK**

A LOCAL LAW REPEALING LOCAL LAW 21-04 (TO PROHIBIT EVICTIONS WITHOUT GOOD CAUSE) AND ADDING A NEW DIVISION 9 “PROHIBITION OF EVICTION WITHOUT GOOD CAUSE” TO CHAPTER 12 “HOUSING”

(LL-24-XX)

INTRODUCED BY \_\_\_\_\_:

**SECTION 1.** Local Law 21-04 (To Prohibit Evictions Without Good Cause) which added sections 12-175 and 12-176 to the City Code is hereby repealed. Said law has been unenforceable since the City Court of the City of Poughkeepsie declared it unconstitutional in the decisions of *LAKR KAAL*

Official Minutes of the Common Council Meeting of June 18, 2024

ROCK, LLC v. Joan Killmer (LT 949-22) and LAKR KAAL ROCK, LLC v. Danielle Paul (LT 950-22); and

**SECTION 2: BE IT ENACTED**, by the Common Council of the City of Poughkeepsie, a local law adding a New Division 9 “Prohibition of Eviction without Good Cause” to Chapter 12 “Housing.”

DIVISION 9 PROHIBITION OF EVICTION WITHOUT GOOD CAUSE

12-175: Protections Established.

- A. There is hereby established, pursuant to and in accordance with the provisions of, section 213 of Article 6-A of the Real Property Law of the State of New York, a Prohibition on Eviction without Good Cause.
- B. Pursuant to Section 213-2(b) of Article 6-A of the Real Property Law of the State of New York, the City of Poughkeepsie defines “small landlord,” for purposes of this Division 9, to mean a landlord of no more than   1   unit anywhere in the State of New York.

**SECTION 3.** This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

SECONDED BY COUNCILMEMBER\_\_\_\_\_:

*A motion was made by Councilmember Brown to amend the proposed Local Law to define a “small landlord” as 1 (one) for the purpose of the public hearing and was seconded by Councilmember Deichler.*

| R-24-47 - VOICE VOTE TO APPROVE RESOLUTION BASED UPON AMENDMENT                                                                                 |                                    |       |                                     |                                     |                                     |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| <div><input checked="" type="checkbox"/> Accepted</div> <div><input type="checkbox"/> Defeated</div> <div><input type="checkbox"/> Tabled</div> |                                    |       | Yes/Aye                             | No/Nay                              | Abstain                             | Absent                   |
|                                                                                                                                                 | Councilmember Henry                | Voter | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Menist               | Voter | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Brown                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember James                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Grant                | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
|                                                                                                                                                 | Councilmember Deichler             | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
|                                                                                                                                                 | Majority Leader Patterson Thompson | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
|                                                                                                                                                 | Vice Chair Shook                   | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
|                                                                                                                                                 | Chairman Wilson                    | Voter | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |

**XIII. ADJOURNMENT:**

*There was a motion to adjourn the meeting at 8:30 pm made by Majority Leader Patterson Thompson which was seconded by Councilmember James.*

**Dated: June 24, 2024**

**I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, June 18, 2024.**

**Respectfully submitted,  
Donna M. DeLuca  
Deputy City Chamberlain**