



COMMON COUNCIL MEETING

Tuesday, May 19, 2026
Common Council Chambers
6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

- 1. Common Council Public Hearing Minutes of May 5, 2026 - Milton St. Rezoning**
- 2. Common Council Meeting of May 5, 2026**

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

- 1. FROM CASSANDRA SWEAT**, a notice of claim for property damage sustained on March 30, 2026
- 2. FROM DEVINE HARDEN**, a notice of claim for personal injuries sustained on November 25, 2025

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

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS

VII. REPORTS OF COMMITTEES AND BOARDS:

CONSENT AGENDA:

VIII. MOTIONS AND RESOLUTIONS:

- 1. R-26-40**, Supplemental Bond Resolution Regarding R-19-81 Mansion Street Bridge Project and Washington Street Bridge Project

IX. ORDINANCES AND LOCAL LAWS:

- 1. LL-26-05**, Local Law Amending The Zoning Map Of The City Of Poughkeepsie (Milton Street, known by tax grid #6162-73-623227)

ACTION AGENDA:

X. MOTIONS AND RESOLUTIONS:

1. **R-26-41**, Resolution Approving License Agreement for the Operation of a Restaurant and Concession Stand Space at Stitzel Field
2. **R-26-42**, Resolution Introducing a Local Law to Reduce the Citywide Speed Limit from 30 MPH to 25 MPH and Setting Public Hearing

XI. ORDINANCES AND LOCAL LAWS:

1. ***First Read: O-26-03***, Ordinance Amending §13-189.9 of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles and Traffic” No Parking Twenty-Three Hours Starting at 9:00 A.M. on Tuesdays on May Street East Side. From its Intersection with Church St., Going South Until a Distance of 185 Feet North of its Intersection with Forbus St.

XII. MAYOR’S COMMENTS:

XIII. CHAIRMAN’S COMMENTS AND PRESENTATIONS:

XIV. ADJOURNMENT:



The City of Poughkeepsie New York

Common Council Public Hearing Minutes

Tuesday, May 5, 2026

6:15 PM

Common Council Chambers

I WELCOME:

Welcome to the scheduled Public Hearing of the City of Poughkeepsie Common Council. The date is Tuesday, May 5, 2026 and the time is 6:19pm.

This Public Hearing is for the purpose of receiving comments on a proposed local law amending the zoning map of the City of Poughkeepsie (Milton Stree, Known by tax grid #6162-73-623

II ROLL CALL

8 Present, 1 Absent (4th Ward Council Member Nathan Shook)

III PUBLIC PARTICIPATION:

Five (5) Minutes per person on the subject of the Public Hearing

Caren Lobrutt- Labella Eng
Laurie Sandow- S Grand Ave

IV ADJOURNMENT:

At 6:30 pm a motion to close the public hearing was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

Dated: May 7, 2026

I hereby certify that this is a true and correct copy of the Minutes of the Common Council Public Hearing held on Tuesday, May 5, 2026.

**Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain**



PUBLIC HEARING MEETING AGENDA

Tuesday, May 5, 2026
6:15 PM
Common Council Chambers

City of Poughkeepsie Common Council Public Hearing;

NOTICE IS HEREBY GIVEN that pursuant to the Charter and Codes of the City of Poughkeepsie, one Common Council Public Hearing will be held on **Tuesday, May 5, 2026 at 6:15 pm** respectively, in the Common Council Chambers, 3rd Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, NY for the purpose of receiving comments on:

A Local Law Amending the Zoning Map of the City of Poughkeepsie (Milton Street,
Known By Tax Grid #6162-73-623227)

- I.** Welcome
- II.** Roll Call
- III.** Public Participation
- IV.** Adjournment:

**RESOLUTION
(R-26-36)**

**RESOLUTION INTRODUCING
A LOCAL LAW AMENDING THE ZONING MAP OF THE CITY OF POUGHKEEPSIE
(Milton Street, known by tax grid #6162-73-623227)**

**INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBER PATTERSON
THOMPSON, MENIST, JAMES AND GRANT :**

BE IT RESOLVED that an introductory Local Law entitled, “**A LOCAL LAW
AMENDING THE ZONING MAP OF THE CITY OF POUGHKEEPSIE (Milton Street,
known by tax grid #6162-73-623227)**” 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, _____ 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 GRANT .

A LOCAL LAW AMENDING THE ZONING MAP OF THE CITY OF POUGHKEEPSIE
(Milton Street, known by tax grid #6162-73-623227)
(LL-26-XX)

INTRODUCED BY _____:

WHEREAS, Maselo Realty, LLC has made application to the City of Poughkeepsie to rezone a certain nine (9) acre vacant parcel of land on Milton Street, known by tax grid #6162-73-623227 from RNA to RND; and

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

WHEREAS, pursuant to City of Poughkeepsie City Code Section 19-4.1(6)(a)¹, a rezoning to PRD is effective for twelve months and the Common Council is authorized to grant extensions to the approval up to a maximum of 3 years and 6 months; and

WHEREAS, all extensions of the previous approval have been exhausted; and

WHEREAS, the applicant seeks a rezoning to RND for the same exact development plan; and it was determined by staff in the Development Department that a rezoning to RND would require fewer area variances from the Zoning Board of Appeals.

WHEREAS, the Planning Board served as lead agency for this application pursuant to the State Environmental Quality Review Act (SEQRA) and a conditioned negative declaration of environmental significance was adopted on March 24, 2026.

SECTION 1. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, a local law amending the City of Poughkeepsie Zoning Map to change the zoning of the following parcel from Residential Neighborhood A (RNA) to Residential Neighborhood D (RND).

Milton Street, known by tax grid #6162-73-623227, comprising approximately 9 acres.

SECTION 2. This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

SECONDED BY COUNCILMEMBER _____

¹ Previously Code Section 19-3.18(6)(a) prior to November 2024.



**CITY OF POUGHKEEPSIE
NEW YORK
PLANNING DEPARTMENT
VIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4010 Fax: (845) 451-4006**

OFFICE USE ONLY

CODE: _____

ID # _____

FEES: \$1,000.00

APPLICATION FOR REZONING

PROJECT ADDRESS(ES): Milton Street, City of Poughkeepsie, Dutchess County, New York

GRID #(s): 131300-6162-73-623227

(ADD ADDITIONAL SHEETS IF NECESSARY)

APPLICANT: Maselo Realty, LLC (Simon Abikhzer)

Street: 18 Eastview Road

Town/Zip: Monsey, NY 10952

Phone: 845-341-7395

Email: simonabikhzer@gmail.com

Applicant is: ☒ Owner ☐ Contract Vendee

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

Simon Abikhzer

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

Simon Abikhzer

Date that Corporation, LLC, LP, PC D/B/A or Partnership was formed or registered to do business in New York State: 7/26/2004

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

Not applicable - Owner is applicant.

CONSULTANT: LaBella Associates (Caren LoBrutto)

Street: 21 Fox Street

Town/Zip: Poughkeepsie, NY 12601

Phone: (845) 486-1458

Email: clobrutto@labellapc.com



THE CITY OF POUGHKEEPSIE

NEW YORK

PLANNING DEPARTMENT

62 CIVIC CENTER PLAZA

POUGHKEEPSIE, NY 12601

Phone: (845) 451-4010 Fax: (845) 451-4006

APPLICATION FOR REZONING PROJECT INFORMATION

ADDRESS: Milton Street, City of Poughkeepsie, Dutchess County, New York

CURRENT ZONING: Residential Neighborhood A (RNA)

PROPOSED ZONING: Residential Neighborhood D (RND)

DESCRIBE THE PROJECT FOR WHICH THE REZONING IS REQUESTED: _____

Proposed 63-unit multifamily development (31 one-bedroom units and 32 two-bedroom units)
clustered within two buildings.

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

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

APPLICANT'S CERTIFICATION

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


Applicant's signature

10/24/25
Date



THE CITY OF POUGHKEEPSIE

NEW YORK

PLANNING DEPARTMENT

62 CIVIC CENTER PLAZA

POUGHKEEPSIE, NY 12601

Phone: (845) 451-4010 Fax: (845) 451-4006

APPLICATION FOR REZONING

INSTRUCTIONS FOR FILING APPLICATION FOR REZONING

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

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

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



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, May 5, 2026

6:30 PM

Common Council Chambers

Welcome to the regularly scheduled Meeting of the City of Poughkeepsie
Common Council the date is May 5, 2026, and the time is 6:33pm

I. ROLL CALL

8 Present, 1 Absent (4th Ward Council Member Nathan Shook)

II. REVIEW OF MINUTES

A motion to Approve was made by 3rd Ward Council Member Brown and seconded by 6th Ward Council Member Grant.

APPROVE PUBLIC HEARING AND COMMON COUNCIL MEETING MINUTES OF APRIL 21, 2026- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

1. Common Council Public Hearing Minutes of April 21, 2026 - *Vacancy Reporting Requirements*
2. Common Council Meeting Minutes of April 21, 2026

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

Official Minutes of the Common Council Meeting of May 5, 2026

A motion to Defer Items 2 through 5 to Corporation Counsel was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

MOTION TO DEFER ITEMS 2 THROUGH 5 TO CORPORATION COUNSEL- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

1. **FROM CHRIS GENT**, a presentation from Commissioner of Public Work regarding city-wide speed limit reduction
2. **FROM KRYSTLE SMALLS**, a notice of claim for property damage sustained on January 26, 2026
3. **FROM HECTOR RIVERA**, a notice of claim for personal injury sustained on January 30, 2026
4. **FROM NANCY FEDORESHENKO**, a notice of claim for property damage sustained on or about February 10, 2026.
5. **FROM DAVID OLLIVIERRE**, a notice of claim for property damage sustained on March 25, 2026

V. PUBLIC PARTICIPATION:

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

David Gordan- 96c Gerald Dr
Rosemary Fritz Grabowska- Innis Ave
Warren Jones- N Clover
Vincent McCabe- 6 Parkwood Blvd
Rob Cerrato- 32 Lindbergh
Laurie Sandow- S Grand Ave*

*Submitted written comments for the official record

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

A motion to Approve was made by 3rd Ward Council Member Brown and seconded by 1st Ward Council Member Henry.

APPROVE CONSENT AGENDA ITEMS R-26-37, R-26-38 and R-26-39- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

1. **R-26-37**, Resolution Renaming Rose Street in the City of Poughkeepsie to Grace Boulevard

RESOLUTION

(R-26-37)

INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS PATTERSON THOMPSON, HENRY, BROWN, JAMES AND GRANT

WHEREAS, Unity in the Community, with the support of other community partnerships, makes a special request to rename Rose Street in the City of Poughkeepsie to **Grace Boulevard**; and

WHEREAS, Dutchess County 911 requires that name changes to any roadways be identified, numbered and clearly marked for emergency response purposes; and

WHEREAS, the City of Poughkeepsie has petitioned Dutchess County 911 to reserve and utilize the name "Grace Boulevard" and they have determined that no conflicts exist and the proposed name is available; and,

WHEREAS, the City of Poughkeepsie Emergency 911 center has reviewed the name and concurs with same; and

WHEREAS, the local municipality must accept or deny the proposed street name; and,

NOW, THEREFORE,

BE IT RESOLVED, the Common Council of the City of Poughkeepsie hereby approves the renaming of Rose Street for its full length to Grace Boulevard.

2. R-26-38, Resolution Approving City of Poughkeepsie 2026 Fee Schedule

RESOLUTION

(R-26-38)

SPONSORED BY: CHAIRMAN WILSON; COUNCILMEMBER PATTERSON THOMPSON, HENRY, BROWN, JAMES AND GRANT

WHEREAS, the City of Poughkeepsie 2026 Fee Schedule is attached hereto as Exhibit A; and

WHEREAS, the attached makes corrections to fees collected by the Development Department.

NOW, THEREFORE, BE IT RESOLVED, that the attached Fee Schedule is hereby adopted by the Common Council and that posted copy of the fee schedule shall note that it is "Approved – May 5, 2026";

2026 Fee Schedule By Department

Department/Division Fee Description	Fee Amount
Finance	
Utility Billing	
Water Turn Off	\$75.00
Water Turn On	\$75.00
Water Reconnect	\$75.00
Sewer Connection	\$1,500.00
Final Read/ Closing Statement (Out Of Cycle)	\$125.00
Final Read/ Move-Out Statement (Out Of Cycle)	\$75.00
Negative Read Meter Fee	\$150.00
Replacement Bin Fee (Garbage)	\$150.00
Replacement Bin Fee (Recycle)	\$150.00
Non-Compliant Meter Fee - Meters Up To 1"	\$100.00
Non-Compliant Meter Fee - Meters Over 1"	\$500.00
Meter Functionality Test (Upon Request By Owner)	\$300.00
Tax Collection	
In-Rem Process Fees	
Delinquency Filing Fee to County	\$5.50
Full Title Search (Nationwide Court Services, Inc.)	\$135.00
Contin/Updated Title Search (Nationwide Court Services, Inc.)	\$50.00
Bankruptcy Search/Update (Nationwide Court Services, Inc.)	\$3.50
Expense of Publication	\$25.00
Certified Mail Expense	\$9.68
Legal Posting at Property (Absolute Auctions & Realty)	\$100.00
Online Auction Buyer's Premium (Absolute Auctions & Realty)	10%
Interest	
Sanitation	10%
Water/Sewer	10%
Property Taxes - Per Month	1%
School Taxes	
After January 1st **Administrative Fee**	5%
Per Month **Interest/Late Fee**	1%
Installment Plan	
Down Payment	10%
Interest on Plan	12%
Late Fee (Payment from 15th-last day of Month)	5%
Tax Search Fee	\$50.00
Returned Check Fee	\$25.00
Duplicate Redemption Certificate	\$10.00
Development	
Planning Board	
Site Review Plan - Application Fee	\$500.00
Per 1000 Sq Feet	\$200
Per Required Parking Space	\$35.00
Special Permit Review	\$500.00
Subdivision Review - Lot Line Adjustment	\$250.00
2-4 Lots	\$500+\$100/lot
5 or more Lots	\$1000+\$150/lot
Façade Review	\$350.00
Site Plan Amendments	\$500
Site Plan Extension	\$500
Review of Expired Site Plan	\$500
Violation Referral Surcharge - Added fee for review of site plans reflecting work done outside of approved site plan	\$200
Zoning Applications	
Area Variance	\$500.00
Use Variance	\$1,000.00
Interpretation	\$500.00
Zoning Amendment Request	\$1,000.00

2026 Fee Schedule By Department

Department/Division Fee Description	Fee Amount
Code 19-6.2(7)(e) Parking waiver per space fee in lieu of space	Up to \$5,000 per space
SEQRA	
Long Form	\$500.00
Building	
Residential (One and Two Family)	
Non Refundable Application Fee Residential	\$50
New Const, Reconst, Reconfiguration, Additions, Decks	\$0.50 per square foot
Alterations, Renovations & Repairs	\$0.30 per square foot
Demolition	\$0.10 per square foot
Windows and Doors	\$25
Roofing	\$25
Siding	\$25
Parking Area	\$25
Fence	\$25
Pools - above or in-ground	\$125
Electrical	\$25
Plan Review per hour	\$125 per hour
Renewal of active Building Permit (expired permits require new application)	50% of original fee but not less than \$50
Temporary Certificate of Occupancy	\$100
Certificate of Occupancy	\$100
Request for or Re-inspection	\$50
C.O. & Violation Search, Municipal Search	\$150
Zoning Letters - including but not limited to liquor, auto, change of use, flood plain etc.	\$100
Water/Sewer Service - NEW	\$50
Water/Service/Sewer - Disconnect, Repair/Replacement	\$25
Sprinkler or Standpipe Service up to 2 inch	\$50
Sprinkler or Standpipe Service 3 inches or greater	\$75
Plumbing Fixture Schedule - water closet, urinal, lavatory, bathtub, shower stall, kitchen sink, dishwasher, clothes washer, service sink, drinking fountain, sewage injector, indirect waste, sewer drain, floor drain, roof drain, backflow preventer, water heater installation/connection & other	\$10 per fixture
Heating Schedule - gas piping, oil piping, backflow preventer, indirect water heater, boiler water feed connection, gas/oil/electric hot water heater	\$10 per fixture
HVAC - furnace gas/oil, boiler gas/oil, indirect water heater	\$10 per fixture
Misc - fireplace, space heater, chimney, air conditioning, hydro air, duct work extension, generator etc	\$25 Each
Tank Installation, Replacement or Abandonment - gas, diesel, oil & propane	\$25
Alarm Systems (Fire, security etc), and Fire Sprinklers	\$25
Change of Use Application	\$100
Solar Array Installation (PLUS ELECTRIC)	\$250 Plus Electric
Cellular Equipment Installation/switch out *Plus Electric	\$500 Plus Electric
Work started before the issuance of a permit	Add Residential \$250 plus fees or double the fees whichever is larger
Commercial/Multi-Family	
Non Refundable Application Fee Commercial	\$100
New Const, Reconst, Reconfiguration, Additions	\$0.75 per square foot
Alterations, Renovations & Repairs	\$0.55 per square foot
Demolition	\$0.25per square foot
Windows and Doors	\$50
Roofing	\$0.10 per square foot
Siding	\$50
Parking Area	\$50
Fence	\$50
Pools - above or in-ground	\$250
Electrical	\$50
Plan Review	\$125 per hour
Renewal of active Building Permit (expired permits require new application)	50% of original fee but not less that \$100 for Commercial
Temporary Certificate of Occupancy	\$250
Certificate of Occupancy	\$250
Request for or Re-inspection	\$100
C.O. & Violation Search, Municipal Search	\$300

2026 Fee Schedule By Department

Department/Division Fee Description	Fee Amount
Zoning Letters - including but not limited to liquor, auto, change of use, flood plain etc.	\$250
Water/Sewer Service - NEW	\$75
Water/Service/Sewer - Disconnect, Repair/Replacement	\$50
Sprinkler or Standpipe Service up to 2 inch	\$50
Sprinkler or Standpipe Service 3 inches or greater	\$75
Plumbing Fixture Schedule - water closet, urinal, lavatory, bathtub, shower stall, kitchen sink, dishwasher, clothes washer, service sink, drinking fountain, sewage injector, indirect waste, sewer drain, floor drain, roof drain, backflow preventer, water heater installation/connection & other	\$20 per fixture
Heating Schedule - gas piping, oil piping, backflow preventer, indirect water heater, boiler water feed connection, gas/oil/electric hot water heater	\$20 per fixture
HVAC - furnace gas/oil, boiler gas/oil, indirect water heater	\$20 per fixture
Misc - fireplace, space heater, chimney, air conditioning, hydro air, duct work extension, generator etc	\$50 Each
Tank Installation, Replacement or Abandonment - gas, diesel, oil & propane	\$50
Alarm Systems (Fire, security etc), and Fire Sprinklers	\$50
Change of Use Application	\$250
Solar Array Installation (PLUS ELECTRIC)	\$500 Plus Electric
Cellular Equipment Installation/switch out *Plus Electric	\$500 Plus Electric
Work started before the issuance of a permit	Add Commercial \$500 plus fees or double the fees whichever is larger
Other Fees	
Student Residence Application	\$150
Keeping of Bees Yearly Permit Fee	\$50 per year
Keeping of Chickens - Triannual - Every Three Years Permit Fee	\$50 every three years
Sign Permit Fee	\$50
Zoning Review	\$50
Hydrant Use Fees	\$300/ Month for use of hydrant that includes 10 units: after initial 10 units, \$10/unit
Short Term Rental - Non Refundable Application Fee (for VACATION and HOME SHARING)	\$100
Short Term Rental Permit Fee - VACATION	\$500
Short Term Rental Permit Fee - HOME SHARING	\$200
License Fees	
Electrical License Issuance / Renewal	\$350.00
Electrical Test	\$250.00
Plumbing License Issuance / Renewal	\$350.00
Plumbing Test	\$250.00
Infrastructure License Application	\$500.00
Infrastructure License Renewal	\$250.00
Heating License Issuance / Renewal - Gas	\$150.00
Heating License Issuance / Renewal - Oil	\$150.00
Water Connection Issuance/Renewal	\$150.00
Heating License Test - Gas	\$150.00
Heating License Test - Oil	\$150.00
Water Connection Test	\$150.00
Homeowner Plumbing Test	\$50.00
Special Plumbing License	\$350.00 per job
Electrical License Letter of Good Standing	\$75.00
Special Temporary Electrical License	\$250 per job up to \$10,000, \$650 per job from \$10,000 to \$100,000, and \$1,500 per job in excess of \$100,000.
Special Electric Test (licensed Plumbing & Heating Contractors)	\$150.00
Re Test	\$100.00
Special Electric Permit Issuance / Renewal	\$25.00
Shelving Plumbing License	\$75.00
Re instatement of Shelved Plumbing License	\$75.00 + License fee
Shelving Electrical License	\$75.00
Re instatement of Shelved Electrical License	\$75.00 + License fee
Shelving Gas, Oil or Water Connection License	\$75.00
Re instatement of Shelved Gas, Oil or Water Connection License	\$75.00 + License fee
Licenses Not Renewed on Time	Double the Fee

2026 Fee Schedule By Department

Department/Division Fee Description	Fee Amount
Chamberlain	
Birth Certificate	\$10.00
Clerk Administrative	\$20.00
Marriage Officer - Daytime Ceremony	\$100.00
Marriage Officer - Licenses Issued Outside COP	\$150.00
Code of Ordinances	\$200.00
Code Supplements	\$75.00
Copies of Records	\$0.25
Dog License - Spayed / Neutered	\$12.00
Dog License Unspayed / Unneutered	\$25.00
Death Certificate	\$10.00
Dog Judgement	Varies
Dog Redemption	\$150.00
Dual Taxi/Livery License	\$75.00
DC Upgrade Endorsement - Livery	\$300.00
DC Upgrade Endorsement - Taxi	\$400.00
Event Application	\$50.00
Handicap Replacement	No Fee
Livery Application	\$25.00
Livery Half Year	\$150.00
Livery Inspection	\$100.00
Livery License - City	\$50.00
Livery License - Town of Pok	\$50.00
Livery Vehicle - City	\$300.00
Livery Vehicle - Town	\$300.00
Marriage Transcripts	\$10.00
Municipal ID - New	\$15.00
Municipal ID - Child	\$7.00
Municipal ID - Senior	\$7.00
Municipal ID - Replacement	\$7.00
Postage Residential	Actual Cost
Renewal - Livery	\$75.00
Renewal - Taxi	\$50.00
Search / Genealogy Records	\$22.00
Taxi Cab License 1 Yr	\$250.00
Taxi Cab License 6 Mo	\$125.00
Taxi DL Process Fee	\$10.00
Taxi Driver Permanent License	\$30.00
Taxi Inspection	\$50.00
Town - Dual Livery	\$75.00
Town of Pok Hack	\$50.00
Vehicle for Hire - Town of Pok	\$250.00
Zoning Book	\$30.00
Zoning Book/Map	\$35.00
Zoning Ordinance Draft	\$15.00
After Hours Inspection	\$50.00
After Hours Permit - Civil Penalty	\$2,000.00
After Hours Permit	\$2,000.00
Auction	\$150.00
Auction Permit Day	\$75.00
Auctioneer	\$100.00
Block Sale	\$25.00
Coin Machine	\$100.00
Exhibitor	\$35.00
Flea Market	\$35.00
Garage / Yard Sale	\$10.00
Going Out of Business	\$500.00
Pawn Broker	\$125.00

2026 Fee Schedule By Department

Department/Division Fee Description	Fee Amount
Private Event	\$25.00
Public Assembly	\$50.00
Tow Truck - Yearly	\$350.00
Vendor Community Event	\$100.00
Vendor - 1 yr (Hawking & Peddling)	\$225.00
Vendor - 6 Mo (Hawking & Peddling)	\$150.00
Vendor - Lost	\$25.00
Food Trucks - Per Event	\$100.00
Food Trucks w/Hawking & Peddling Lic Per Event	\$25.00
Artisans (crafts/jewelry) per event	\$35.00
Bell Jar	\$25.00
Bingo	\$18.75
Games of Chance	Varies
Marriage	\$40.00
Special Events (i.e. Film Shoot, Carnival, etc.) Non Resident & For-Profit - Actual fee determined on use	\$300/per day
Special Events (i.e. Film Shoot, Carnival, etc.) Resident & Not For-Profit - Actual fee determined on use	\$200/per day
Police	
Dog Impound Fee	\$100.00
FOIL Request from Records Window	\$0.25
Accident Reports accessed via CarFax for Individual	\$2.00
Accident Reports accessed via CarFax for 3rd party req	\$15.00
Public Works	
Dumpster Placement Fee	100/Week
Street / Sidewalk Closure	200/Week
ROW/Excavation/Utility	\$200.00
First Curb Cut	\$100.00
Second Curb Cut	\$100.00
Third Curb Cut	\$100.00
Winter Surcharge	\$100.00
Pavement 0-1 Year	50/SF
Pavement 1-5 Year	30/SF
Pavement 5-10 Year	20/SF
Water Tap 3/4" to 1"	\$150.00
Water Tap 1 1/4" to 2"	\$275.00
Water Tap 3" to 19"	\$750.00
Water Tap 20" or Greater	\$950.00
Overhead Utility Pole - Up to 3 Poles	\$125.00
Overhead Utility Pole - More than 3	\$200.00
New Overhead Lines	.50/LF
Field Use - Day	\$45.00
Field Use - Day Non Resident	\$60.00
Field Use - Night lights	\$75.00
Field Use - Season	\$2,500.00
Pool Non-Res 3-17	2/Day 80/Season
Pool Non-Res 18-61	4/Day 160/Season
Pool Non Res 62 and Up	2/Day 80/Season
Pool Resident 3-17	1/Day 35/Season
Pool Resident 18-61	2/Day 70/Season
Pool Resident 62 and Up	1/Day 35/Season
Boat Docking	\$100.00
Transfer Station - Bulk	5/ Bag
Transfer Station - Bulk	2/ 20 Pounds
Transfer Station - Construction	2/ 20 Pounds
Transfer Station - Recycle	\$0.00
Transfer Station - Electronics	\$0.00
Transfer - Metal	\$0.00

2026 Fee Schedule By Department

Department/Division Fee Description	Fee Amount
Transfer Tire 14" and Under	\$10.00
Transfer Tire 15" to 17"	\$15.00
Transfer Tire 18" to 23"	\$30.00
Transfer Tire 23" and Larger	\$35.00
Residential Municipal parking Permit -1 month	\$45.00
Non-Residential Municipal Parking Permit - 1 month	\$85.00
Residential Parking Permit-1 Year (over and above free permit)	\$475.00
On-Street Parking Rate -Hourly	\$3.00
Off-Street parking Rate - Hourly	\$2.00
Fire	
Multiple Residence Inspections	
3 units	\$150.00
4-9 units	\$300.00
10 to 24 units	\$600 Previously "10 units or more" at this fee
25 or more units	\$1,500.00
Elevator Inspection	
1 to 3	\$65.00
4 to 10	\$100.00
11 +	\$250.00
Commercial Business Inspection	
Tenant space up to 10,000 sf.	\$150.00
Tenant space from 10,001 sf to 50,000 sf	\$250.00
Tenant space over 50,000 sf	\$500.00
Temporary use of LPG for Heat	\$250.00
Storage of Explosives	\$500.00
Propane Exchange	\$150.00
Public Assembly	
Annual License	\$250.00
599-998 Occupancy	\$350.00
999 & Over Occupancy	\$350.00
Tent	\$25.00
LPG or Hazardous Material Permit	\$25.00
Mobile Food Preparation Vehicle - Inspection	\$125.00

3. R-26-39, Resolution Proclaiming August 18, 2026, Never Give Up Day in the City of Poughkeepsie

RESOLUTION

(R-26-39)

SPONSORED BY: CHAIRMAN WILSON; COUNCILMEMBER PATTERSON THOMPSON, HENRY, BROWN, JAMES AND GRANT

WHEREAS, the City of Poughkeepsie proudly joins community members in celebrating Never Give Up Day on August 18, 2026, and recognizes its positive influence in inspiring perseverance, resilience, and hope among people across our community; and

WHEREAS, Never Give Up Day honors the strength of individuals who continue forward despite personal, professional, or health challenges, often facing these struggles with quiet courage and determination; and

WHEREAS, perseverance is a fundamental value that strengthens individuals, families, and communities, encouraging unity, compassion, and mutual support during difficult times; and

WHEREAS, this observance serves as a meaningful reminder to uplift one another, to stand beside those who are struggling, and to recognize that even the smallest encouragement can have a profound impact; and

WHEREAS, communities that promote resilience and a “never give up” spirit foster stronger, more connected, and more hopeful environments for all residents, especially youth and future generations; and

WHEREAS, initiatives such as the Walk of Perseverance provide an opportunity for individuals to actively express their commitment to perseverance, joining others locally and globally in a shared message of strength and determination;

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Poughkeepsie does hereby recognize and proclaim August 18, 2026, as **Never Give Up Day**, and call upon all citizens of the City of Poughkeepsie to make this day a springboard for awareness, encouragement, and acts of perseverance that uplift individuals and strengthen our community.

IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:

A motion to Approve was made by 3rd Ward Council Member Brown and seconded by 6th Ward Council Member Grant.

APPROVE ACTION AGENDA ITEM LL-26-04- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 3rd Ward Council Member Brown, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, Council Member At-Large Wilson, 8th Ward Councilmember Atonna
No/Nay:	None
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

1. **LL-26-04**, Local Law to Amend the City Of Poughkeepsie Building and Utility Codes To Include Additional Requirements for Owners and Managers of Residential Rental Properties

(LL-26-04)

A LOCAL LAW TO AMEND THE CITY OF POUGHKEEPSIE BUILDING AND UTILITY CODES TO INCLUDE ADDITIONAL REQUIREMENTS FOR OWNERS AND MANAGERS OF RESIDENTIAL RENTAL PROPERTIES

SPONSOR: CHAIRMAN WILSON; COUNCILMEMBER PATTERSON THOMPSON, HENRY, BROWN, JAMES AND GRANT

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

SECTION 1: Administrative Code Chapter 6 is Amended as follows:

Section 6-15: Residential Rental Property Reporting

- a. *Legislative purpose.* The Common Council of the City of Poughkeepsie hereby finds and determines that reliable information regarding the vacancy rate of residential units is essential to protecting the safety, security and well-being of the residents of the City of Poughkeepsie and that the reporting requirements set forth herein are the least restrictive means to further this compelling governmental interest.
- b. *Applicability.* This section shall apply to rental properties that contain four (4) or more residential units of any size.
- c. The property owner, or property manager, as applicable, who has been

identified as the responsible party and/or contact pursuant to the requirements set forth in Section 6-14, shall, on or before the 20th day of February every year, file with the Building Department, on a form to be provided by the Building Department, a written statement sworn under the penalties of perjury, providing the following information which shall use as a baseline date the 1st day of February:

1. The total number of residential units in the property
2. The size of each residential unit
3. The number of individuals residing in each residential unit
4. The total number of residential units that are vacant but available for immediate rent and occupancy
5. The size of each residential unit that is vacant but available for immediate rent and occupancy
6. The total number of residential units that are vacant and are unavailable for immediate rent and occupancy
7. The size of each residential unit that is vacant but is not available for immediate rent and occupancy
8. The reason any residential unit is vacant but is not available for immediate rent and occupancy

d. Within thirty (30) days of the filing of any updated statement required to be filed under Section 16-14(c)(2), the property owner, or property manager, who has been identified as the responsible party and/or contact pursuant to the requirements set forth in Section 6-14, shall file an updated statement containing the information required under subdivision (c) of this section, which shall be accurate as of the 1st day of the month in which the updated statement is filed.

e. Where an inspection conducted by the building department or fire department for any reason, including, but not limited to, the tri-annual inspection conducted by the fire department pursuant to Section 8-23, reveals any discrepancy between the vacancy information as reported pursuant to subsection (c) or (d) above, the property owner, or property manager, who has been identified as the responsible party and/or contact pursuant to the requirements set forth in Section 6-14, shall, within fifteen (15) business days, file a statement, sworn under the penalties of perjury, providing an adequate explanation as to why the vacancy information on file remains accurate or shall file an updated statement containing the information required under subdivision (c) of this section, which shall be accurate as to 1st date of the month in which the inspection was conducted.

f. Failure to file the form required by subdivision (c) of this section shall result in a fine of no less than five hundred dollars and no more than two thousand dollars per unit for which information was required to be submitted. Each calendar month that the form remains unfiled after February 20th of each year shall constitute a separate violation of this section.

g. In addition to possible referral to the Dutchess County District Attorney's Office for possible perjury charges, the provision of false information in the form required by subdivision (c) of this section shall result in a fine of no less than five hundred dollars and no more than two thousand dollars for each unit for which false information was submitted.

h. The fines set forth in subdivisions (f) and (g) of this section shall constitute a special corporate fine for purposes of New York Penal Law § 80.10.

SECTION 2: This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

XII. MAYOR'S COMMENTS:

Thank you, Chair.

I'm just going to address a couple of comments that were made today.

One, was a comment made about RIP that nothing is really being done. The owners of RIP have invested \$35 million for renovations. Every unit will be renovated, heating and cooling systems will be upgraded for efficiency, and elevator issues will be addressed. They are coordinating closely with the building department and are staying in contact with Council Member Henry and myself about any renovation issues.

Also, there was the mention of a lack of effort regarding housing. I want to note that housing efforts are ongoing but modest. Several developments are underway: about 187 units at the Wallace campus, roughly 120–140 units across the street, and another ~120 units on Cannon Street.

We're continuing to build in the city of Poughkeepsie, and new residents are coming—especially when units are affordable. While there's a limit to how much we can develop, meaningful progress is happening now.

Also, the homeless population in the City of Poughkeepsie was brought up. I want to note that we have a stakeholders group that meets monthly in the council chambers with outreach workers and organizations to address our homeless population. Lately, we've seen some progress as we connect individuals to needed services while also

working to prevent people from feeling it's acceptable to camp on our streets.

We have many resources and services operating in Poughkeepsie, and we make sure those services are being utilized.

Also, the topic of Milton Street came up. I want to provide background on the Milton Street project: when I was a council member the developers initially proposed 120 units, but the site couldn't handle that density or the traffic, so residents on Fitchett and West Arnold and I met with the developers to find a compromise. The plan was reduced to 60 units under a PRD zoning with many restrictions, and the developer repeatedly sought extensions as circumstances and zoning changed over the years.

We told the developer to notify us as they approached completion so we could reevaluate, since the project's original approvals and zoning no longer fit the site; if it were under a different zoning it wouldn't require rezoning. I want it on the record that residents were involved in shaping the site plan and this has been an ongoing, multi-year process—not a sudden rezoning request by the developer.

I also want to bring up the fact that there is a piece of legislation that came before you today proclaiming a "Never Give Up Day" in the City of Poughkeepsie. I supported passing it because, regardless of its origin, the language felt appropriate given the struggles many people are facing — it offers encouragement and a reminder not to give up.

I saw nothing wrong with moving it forward, and I appreciated the added language and your willingness to support it. Presenting it to the council and being straightforward about it sends an important message: we are thinking of people in tough times and want to encourage them to keep going. Thank you for helping make that happen.

I wanted to follow up on the piece of legislation you held a public hearing on regarding residency requirements and ask that we have a conversation about next steps. We're struggling to recruit qualified candidates—few are willing to move to the city, and our recent search produced no applicants who live in Poughkeepsie. Because of that, the proposal allows a waiver: we would prefer a city resident but require only Dutchess County residency if no suitable city candidates can be found. The original draft proposed a radius, but we revised the language after council feedback and worked with our corporation counsel to finalize it.

Hiring a Commissioner of Finance has been especially difficult—local applicants either didn't apply or were judged not qualified by the search committee, and we need someone experienced to address ongoing fiscal challenges. Many other municipalities already use waivers for this reason, so I'm asking you to consider this approach and discuss any concerns with the administration. I thought a majority of council members were comfortable with the proposal, but I need clearer feedback so we can refine the measure into something everyone can support; we're not forcing an immediate vote, just seeking the conversation.

Councilmember Atonna posed a question to Mayor Flowers about whether there was someone or multiple people who were found to be qualified and who were interested in the job, but weren't willing to move to the city due to the residency restriction.

Corporation Counsel Valk responded that, to date, the applicants have not met the municipal qualification requirements.

Mayor Flowers added that she's heard from HR that several qualified candidates decided not to apply because of the requirement to live in the City of Poughkeepsie. We need a waiver to widen the applicant pool — we'd still ask hires to eventually move to the city, but many strong candidates live in nearby areas (Wappingers, Hyde Park, or outskirts) and can't or won't relocate due to housing costs or personal reasons. Other municipalities have already relaxed similar requirements, and this restriction is becoming a real obstacle.

Councilmember Atonna then asked if the council could be provided with a list of municipalities that have similar waiver language to compare the city's to.

Mayor Flowers responded that we've been working on this for a year, and we've made changes, but we need to decide what the council can realistically support. I suggested options like a sunset clause, so the requirement could be revisited later, but right now it's become very difficult to find the financial talent we need who are willing to live in the City of Poughkeepsie.

I don't want to lower standards just to meet a residency rule—councilmembers who were part of the search can tell you whether relocation was raised—but we need qualified municipal finance professionals, not just anyone who checks a box. We've seen the consequences when the wrong person fills that role, and we must avoid repeating those mistakes.

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

Thanks to everyone who came out — and Happy Mother's Day to all the mothers. Mental health awareness: there will be a series of school-based workshops in partnership with NAMI, ASTER, and MHA; please check the district website or ParentSquare for details and help spread the word. Finally, I want to note a quote that resonated with me: "Beware of perpetrators in disguise — some people set fires wherever they go and have mastered the art of playing the burn victim."

XIV. ADJOURNMENT:

At 8:04 pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 6th Ward Council Member Grant.

Dated: May 11, 2026

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, May 5, 2026.

**Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain**

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 4/30/26

NAME AND ADDRESS OF EACH CLAIMANT:

Cassandra Sweet, 52 Beacon Street, Beacon NY 12508

TELEPHONE NUMBER: 845-527-6798

POK CITY CHAMBERLAIN
2026 MAY 01 AM 11:12

NAME AND ADDRESS OF ATTORNEY (IF ANY):

None

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

I parked my car in the parking garage at the Financial Deck, bottom level, in March 30th 2026 at 9:30 am and a liquid substance dripped from the upper level onto the car. It looked like water at the time but whatever it was resulted in a white film on the trunk and bumper of the car. The film is not able to be removed from the car by washing. The amount for having this removed will be \$730.40

ITEMS DAMAGED OR INJURIES SUSTAINED:

Trunk and back bumper of the car was damaged.

Cassandra Sweet
Signature of Claimant

Signature of Claimant

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

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

Cassandra Sweet
Signature of Claimant

Signature of Claimant

Sworn to before me this

1 day of May, 2026

Carol L. Tamás
Notary Public

CAROL L. TAMÁS
NOTARY PUBLIC, STATE OF NEW YORK

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

My Commission Expires 03-26-2029

Estimate for

Address

Make of Car

Type

License No.

Year

Jerry's Auto

Complete Collision Repairs

(845) 831-8870

(845) 838-0558 Fax

14 Commerce St.

Beacon, NY 12508

FRONT OF CAR	HOURS	PARTS	SUB.	LEFT SIDE (CONT.)	HOURS	PARTS	SUB.	RIGHT SIDE (CONT.)	HOURS	PARTS	SUB.
BUMPER	.				.			PARK LIGHT	.		
BUMPER GD.	.				.			COWL	.		
GRAVEL SHIELD	.				.			WINDSHIELD	.		
BUMPER BRKTS.	.			DOOR REAR	.			DOOR FRONT	.		
	.			DOOR MLDG.	.			DOOR MLDG.	.		
GRILLE	.				.				.		
	.				.				.		
	.				.				.		
	.				.				.		
BAFFLE SIDE	.			CENTER POST	.			DOOR REAR	.		
BAFFLE UPPER	.			ROCKER MLDG.	.			DOOR MLDG.	.		
BAFFLE LOWER	.			ROCKER PANEL	.				.		
HORNS	.			FLOOR PAN	.				.		
CORE SUPPORT	.				.				.		
RADIATOR	.			QUAR PANEL	.				.		
FAN BLADE	.			QUAR. MLDG.	.			CENTER POST	.		
	.				.			ROCKER MLDG.	.		
	.				.			ROCKER PANEL	.		
HUB	.				.			FLOOR PAN	.		
WHEEL	.				.				.		
TIRE	.			FENDER	.			QUAR. PANEL	.		
FRAME	.				.			QUAR. MLDG.	.		
LOW. CONT. ARM	.			REAR GLASS	.				.		
SHAFT	.			REAR OF CAR					.		
KNUCKLE	.			DECK LID	.		1.9		.		
UP. CONT. ARM.	.			HINGE	.				.		
SHAFT	.			A/r Br	.	4		FENDER	.		
PRT. END ALIGN	.				.				.		
	.			TAIL LIGHT	.				.		
STEERING	.			LIC. LIGHT	.				.		
TIE ROD	.			END PANEL	.			MISC. ITEMS			
FRT. WHEEL	.			FLOOR PAN	.			ROOF PANEL	.		
	.			BUMPER	.		50	HEADLINING	.		
HOOD	.				.			SEAT	.		
LOCK PLATE	.			BUMPER GD.	.			INST. PANEL	.		
	.			GRAVEL SHIELD	.			UNDERCOAT	.		
	.			BUMPER BRKTS.	.			PAINT	.	260	
	.				.			TOWING	.		
	.			FRAME	.			REPAIR	.	85	
ENGINE	.			TAIL PIPE	.			CONC	.	5.00	
	.				.			WIP	.	2.00	
LEFT SIDE					.			LABOR	83	HRS. @	\$ 328.60
FENDER	.			GAS TANK	.			PARTS \$	LESS	%	\$ 347
FENDER BLDG.	.			HUB	.			SUBLET	675.60		\$ 54.83
	.			WHEEL	.			TAX	% ON \$		
FENDER SKIRT	.			TIRE	.			WHERE AUTHORIZED THE BELOW NAMED WILL COMPLETE AND GUARANTEE THE LISTED REPAIRS FOR A TOTAL OF			
HEADLAMP	.				.						
	.				.						
PARK LIGHT	.			RIGHT SIDE							
COWL	.			FENDER	.						
	.			FENDER MLDG.	.						
WINDSHIELD	.				.						
DOOR FRONT	.			FENDER SKIRT	.						
DOOR MLDG.	.			HEADLAMP	.						

S - STRAIGHTEN
A - ALIGN

THIS IS NOT A REPAIR AUTHORIZATION

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started, worn or damaged parts are discovered which are not evident on the first inspection. Because of this the above prices are not guaranteed. The above estimate is offered for immediate acceptance only.

VW IN 4 AL 2 A P I J C 265 430

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS**

-----X
DEVINE HARDEN

Plaintiff/Petitioner,

- against -

CITY OF POUGHKEEPSIE

Index No. 2026-52292

Defendant/Respondent.
-----X

**NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)**

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

● **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

● **If you are not represented by an attorney:**

You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

**Information for Attorneys
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

1) immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile ; or

2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: nyscef@nycourts.gov).

Dated: April 28, 2026

Saman Soltankhah, Esq.
Name

44 Main Street
Address

Firm Name

Kingston, NY 12401

845-814-1333
Phone

samsoltanesq@gmail.com
E-Mail

To: City Chamberlain, City of Poughkeepsie

62 Civic Center Plaza

Poughkeepsie, NY. 12601

At an IAS Term Part of the Supreme Court of the State of New York, County of Dutchess, at the Courthouse located at 10 Market Street, Poughkeepsie, New York 12601, on the 29th day of April, 2026.

PRESENT:

Hon. Maria G. Rosa
Justice of the Supreme Court

-----X
In the Matter of the Application of
DEVINE HARDEN,

Petitioner,
for an Order pursuant to
General Municipal Law § 50-e(5)

- against -

CITY OF POUGHKEEPSIE,

Respondent.
-----X

ORDER TO SHOW CAUSE

Index No. 2026-52292

**NO APPEARANCE ON
THE RETURN DATE**

UPON READING AND FILING the Petition of DEVINE HARDEN, verified on the 27th day of April, 2026, and the affirmation of SAMAN SOLTANKHAH, ESQ., dated the 27th day of April, 2026, and the proposed Notice of Claim attached thereto as Exhibit A, against the respondent, CITY OF POUGHKEEPSIE, and sufficient cause having been shown therein:

LET the respondents show cause before this Court, IAS Term part thereof, to be held in and for the County of DUTCHESS, at the Supreme Courthouse, located at 10 Market Street, Poughkeepsie, New York, on the 29th day of May, 2026 at 9:30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, why an Order

should not be issued, granting Petitioner leave to serve the proposed Notice of Claim, upon the CITY OF POUGHKEEPSIE, or for the proposed Notice of Claim to be deemed timely served, *nunc pro tunc*;

SUFFICIENT CAUSE APPEARING THEREFORE, LET service of a copy of this Order, together with the papers upon which it is granted, by personal service upon the CITY OF POUGHKEEPSIE, on or before the 5th day of May, 2026, be deemed sufficient service. *Opposition papers shall be e-filed by May 22, 2026, and any reply papers shall be e-filed by May 29, 2026.*

ENTER:


Hon. Maria G. Rosa, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
In the Matter of the Application of
DEVINE HARDEN,

VERIFIED PETITION

Petitioner,

Index No.

for an Order pursuant to GML § 50-e(5) granting
leave to serve a late Notice of Claim,

- against -

CITY OF POUGHKEEPSIE,

Respondent.

-----X

DEVINE HARDEN, subscribes and affirms under penalty of perjury:

1. I am the Petitioner in this special proceeding and the proposed claimant in a civil action against the City of Poughkeepsie (the "City") and members of the City of Poughkeepsie Police Department ("CPPD"). I submit this Verified Petition in support of my application, pursuant to General Municipal Law § 50-e(5), seeking leave of this Court to file and serve a late Notice of Claim and to request the proposed Notice of Claim, annexed hereto as Exhibit "A", be deemed timely served *nunc pro tunc*.
2. Respondent CITY OF POUGHKEEPSIE ("City" or "respondent") is a municipal corporation duly organized and existing under the laws of the State of New York, with principal offices located at 62 Civic Center Plaza, Poughkeepsie, New York 12601. The City operates the City of Poughkeepsie Police Department ("CPPD").

The Incident and Notice

3. On November 10, 2025, at approximately 8:45 p.m., at or near The Poughkeepsie Train Station, located at 41 Main Street, in the City of Poughkeepsie, County of Dutchess, State of New York, I was approached, seized, and physically assaulted by CPPD Officer Ragni, Shield No. 99, and Officer Tuma, Sheild No. 37, and other as-yet unidentified officers acting within the course and scope of their employment by and for the respondent City.
4. Without lawful justification, and despite my physical disability and inability to resist, the officers aggressively, unreasonably and forcibly removed me from my seat onboard a public transit bus, where I was a lawful passenger and properly seated with my ability-assist-scooter directly in front of me.
5. The officers struck me several times, applying restraints in a dangerous and medically contraindicated manner, slamming me on pavement, and caused me to sustain serious physical injuries, including a traumatic head injury, multiple scars including one several inches long prominently displayed on my face, and impaired vision, as well as exacerbating my pre-existing disability-related injuries.
6. Without probable cause or other reasonable basis for an arrest, officers transported me to MidHudson Regional Hospital of Westchester Medical Center, where they proceeded to direct EMS employees and hospital staff to forcibly inject doses of medications into me, despite protest, before being hauled to the City police station, processed, and charged with criminal offenses under Docket No. CR-03980-25 in the

City Court of Poughkeepsie, based solely on the events of November 10, 2025.

7. Throughout the encounter and immediately thereafter, I told the officers that I was going to file suit and hold them accountable for their conduct. I made these statements because I was being physically and psychologically hurt and wanted the officers and any supervisors present to understand that I knew my rights and intended to pursue legal action. I believed — and I still believe — that these statements put the City and its officers on immediate notice that I was aware of the unlawfulness of their conduct and that I intended to hold the City responsible for it. I am fully aware that my statements were recorded in CPPD incident reports, arrest paperwork, and body-worn camera and booking records created and maintained by the City.
8. Notably, upon information and belief, the respondent's actual Chief of Police was personally present at the scene of the incident, to witness the aftermath of what the officers had done to me, thereby providing the highest levels of respondent's police command with contemporaneous actual knowledge of the essential facts constituting these claims. The Chief of Police, Richard T. Wilson, appears to be referenced in later emails regarding this matter, given its seriousness¹. Ex. B, police/arrest reports.
9. Respondent's officers prepared incident reports, arrest reports, and use-of-force documentation regarding the events of November 10, 2025, which are within the exclusive custody and control of respondent. A FOIL request was submitted on my behalf to the City of Poughkeepsie for records relating to the incident; respondent's

¹ This email references "Chef" Wilson, one week after the incident.

response acknowledging the existence while denying disclosure of such records is annexed hereto as Ex. C.²

10. Upon information and belief, publicly available CPPD policies and directives governing use of force, interactions with individuals with disabilities, and related matters were in effect on November 10, 2025, and are likewise relevant to these claims against the City.

Criminal Proceeding and Favorable Termination—April 17, 2026

11. Immediately following my release from the hospital, I was formally arrested and criminal charges were initiated against me, and I was later required to return to the City, multiple times, for court appearances until it was dismissed. Up to and including the day before the criminal charges were dismissed, I continued receiving discovery from the respondent City, through its intermediary prosecuting agency, so the respondent possesses all of the relevant documentation to mount a defense against my claims. Ex. B³.
12. On April 17, 2026, all charges against petitioner arising out of the November 10, 2025, incident were dismissed in petitioner's favor in City Court of Poughkeepsie, constituting a favorable termination of the criminal proceeding. Ex. D, dismissal.

Claims Asserted

² The requestor is a family friend who, therefore, mistakenly submitted this request assuming petitioner shared his mother's surname. The request was an accurate account in all other respects and provides more insight into respondent's position than it does petitioner, who repeatedly informed the officers of his intent to "sue" them.

³ The police reports provided through discovery in the criminal action are included to show the dates the items were shared (12/22/25, 2/6/26), and the provision at the header which states the items are in possession of law enforcement, as opposed to the DA's Office.

13. I intend to assert the following claims against respondent for which a notice of claim is a statutory condition precedent under GML § 50-e and GML § 50-i: assault and battery / excessive force; false arrest and false imprisonment; malicious prosecution; negligence and gross negligence; negligent hiring, screening, training, supervision, and retention of the officers involved; and respondeat superior for the torts of City employees acting within the scope of their employment;

Accrual and Timeliness of this Application

14. I have been advised by my attorney that the claims for excessive force, assault and battery, false arrest, and false imprisonment accrued on or about November 10, 2025; the 90-day period for serving a notice of claim for these claims expired on or about February 8, 2026.
15. My claim for malicious prosecution accrued upon the favorable termination of the criminal proceeding on April 17, 2026. The 90-day period to serve a notice of claim for malicious prosecution therefore expires on or about July 16, 2026, and has not expired as of the date of this Petition.
16. The applicable statute of limitations under GML § 50-i for these state-law tort claims is one-year-and-ninety-days from accrual: For claims accruing November 10, 2025: on or about February 8, 2027; For malicious prosecution accruing April 17, 2026: on or about July 16, 2027.
17. This Petition is made well within both one-year-and-90-day periods, and this Court accordingly has full discretion to grant leave under GML § 50-e(5).

Actual Knowledge of Essential Facts

18. Respondent, through its police officers, command personnel, and institutional agents, had immediate and direct actual knowledge of the essential facts constituting these claims within 90 days of November 10, 2025, and in any event well within a reasonable time thereafter, within the meaning of GML § 50-e(5).
19. The CPPD officers directly involved in the incident are agents of respondent, and their contemporaneous reports and records impute actual knowledge of the essential facts to the City. Upon information and belief, the Chief of Police was personally present and can be viewed on body-worn-cameras in possession of respondent, which further elevates the level of institutional knowledge surrounding the event giving rise to the claim, at the very least; and at most, this suggests the potential merit of the within claim because, upon information and belief, top-level directly-appointed decision-making individuals do not visit every low-level police encounter throughout the City.
20. Further, the criminal prosecution, based on the same facts, continued through April 17, 2026 ensuring that respondent's agents possessed detailed and ongoing knowledge of the time, place, manner, participants, and nature of the incident throughout this period
21. Respondent's reply to the FOIL submitted on my behalf, which acknowledged the existence of an incident and related records, further confirms the City's actual possession of documentation reflecting the essential facts of these claims.

Reasonable Excuse for Delay

22. While I did not serve a notice of claim within 90 days of November 10, 2025, the

failure to do so was the result of the following, reasonable, circumstances:

- a. I sustained a head injury and aggravation of pre-existing disability-related conditions on November 10, 2025, requiring even further medical treatment and impeding further my ability to attend fully to legal and other matters during this time;
- b. I am paraplegic and require full-time at-home assistance, and because of the incident on November 10, 2025, had a good-faith reasonable fear of my continuing reliance upon the public transit system, which had been my primary means of travel until the incident;
- c. I was confronted with active criminal charges arising from the same incident and, throughout the period following the incident, reasonably devoted attention and resources to defending those charges, which were not dismissed until April 17, 2026;
- d. I was not aware of the strict 90-day notice-of-claim requirement applicable to tort claims against municipal entities, and, although not completely off base, believed the timeliness requirements would be met provided I commence an action within *either* one year and ninety days running from the underlying incident date *or* ninety days from dismissal; and
- e. Upon retaining current counsel and learning of the notice-of-claim requirement promptly following the dismissal of the criminal case, I moved diligently to seek leave of this Honorable Court.

Lack of Substantial Prejudice

23. Respondent will not be substantially prejudiced in maintaining its defense on the merits if this Court grants leave to serve a late notice of claim.
24. The incident was generated, recorded, and retained in respondent's own institutional records; all key witnesses — including the involved officers, the Chief of Police, and any civilian witnesses known to CPPD — are known to respondent and have been known since November 10, 2025; and the criminal prosecution running through April 17, 2026 preserved the evidentiary record and witness recollections. Any body-worn camera footage, surveillance video, and related digital evidence remain in respondent's possession, custody, or control.
25. This Petition is being brought within days of the dismissal of the criminal case and well within the applicable one-year-and-90-day limitations periods; there is no basis for a finding that respondent's ability to investigate and defend these claims has been meaningfully impaired by the delay.
26. These proposed claims are facially meritorious, the injuries are documented medically, the officers' conduct is reflected in CPPD's own records, and the criminal charges arising from the same encounter were dismissed in my favor on April 17, 2026, five months and one week later.

WHEREFORE, I respectfully pray that this Court issue an order: (a) granting leave to serve a late notice of claim upon the respondent pursuant to GML § 50-e(5); or (b) deeming the proposed notice of claim annexed as Exhibit A timely served *nunc pro tunc*.

INDIVIDUAL
VERIFICATION

STATE OF NEW YORK)
)SS.:
COUNTY OF ULSTER)

THIS AFFIRMATION OF PETITIONER, sets forth as follows:

PURSUANT TO CPLR 2106 I, DEVINE HARDEN, affirm the following:

1. I, DEVINE HARDEN, am the petitioner in this proceeding and I have read the foregoing Verified Petition and know the contents thereof.
2. The same is true to my own knowledge, except as to matters stated to be alleged on information and belief, and as to those matters I believe them to be true.
3. I make this statement pursuant to CPLR 2106, in lieu of an affidavit, to verify the truth of the foregoing petition.
4. I affirm that the foregoing is true under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Dated: Kingston, New York
April 27, 2026



DEVINE HARDEN

EXHIBIT “A”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

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

NOTICE OF CLAIM

DEVINE HARDEN,

Index No.

Claimant,

- against -

CITY OF POUGHKEEPSIE,

Respondent.

-----X

The post office address for service of notices pursuant to General Municipal Law § 50-e:

CITY CHAMBERLAIN
CITY OF POUGHKEEPSIE CLERK'S OFFICE
62 Civic Center Plaza
Poughkeepsie, New York 12601

PLEASE TAKE NOTICE, that a claim is hereby made against the CITY OF
POUGHKEEPSIE, pursuant to General Municipal Law § 50-e, and the following
information is furnished in compliance with that statute.

1. The name and post-office address of each claimant and claimant's attorney is:

DEVINE HARDEN
26 Lexington Avenue, apt.2
Albany, New York 12206

SAMAN SOLTANKHAH, ESQ.
44 Main Street
Kingston, New York 12401
(845) 814-1333

2. The nature of the claim:

This is a claim for assault and battery, false arrest, false imprisonment, malicious prosecution, negligent hiring, negligent training, negligent supervision, negligent retention, and negligent screening, causing serious personal injuries, including physical and mental pain and suffering, emotional distress, loss of enjoyment of life, loss of future earnings, and other out of pocket expenses including medical treatment and legal fees.

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

On November 10, 2025, at approximately 8:45 p.m., claimant was present at 41 Main Street, in the City of Poughkeepsie, County of Dutchess, State of New York, also known as the Poughkeepsie Train Station.

Claimant, who is a paraplegic and uses a scooter, was lawfully present at the above location when City of Poughkeepsie police officers approached and engaged claimant. Despite his lawful action, namely sitting in his seat, aboard a public bus, and despite his attempted cooperation, his disability, and all other attendant circumstances, the officers escalated the encounter, without legal justification, and decided upon a course of violent conduct against the Claimant.

Officers forcibly seized claimant—assaulted and battered claimant; they repeatedly punched, employed takedowns, and applied restraints in a dangerous and unreasonable manner. Officers then arrested claimant without just cause, transported claimant in an unsafe and painful manner, and caused or exacerbated serious injuries, including head trauma. Criminal charges were thereafter initiated and continued without probable cause and with malice, resulting in a continued deprivation of claimant's liberty and a reckless disregard for his physical and emotional welfare.

4. The items of damage and injuries claimed to the extent presently known are:

- Physical injuries, including but not limited to: traumatic head injury, permanent facial scarring, vision impairment, aggravation of pre-existing paraplegia-related conditions, pain and suffering, and permanent or long-term physical impairment.
- Emotional and psychological injuries, including anxiety, depression, humiliation, fear,

sleeplessness, and post-traumatic stress-type symptoms.

- Loss of liberty, including false arrest, false imprisonment, and associated loss of time, opportunities, and enjoyment of life.
- Medical expenses, including past and future hospital, physician, diagnostic, therapy, prescription, and assistive-device costs.
- Lost earnings and loss of earning capacity, to the extent ascertainable.
- Other out-of-pocket costs associated with the incident, criminal proceedings, and resulting injuries.

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

Dated: Kingston, New York
April 27, 2026

By:



Saman Soltankhah, Esq.
Attorney for Claimant
44 Main Street
Kingston, New York 12401
(845) 814-1333

INDIVIDUAL
VERIFICATION

STATE OF NEW YORK)
)SS.:
COUNTY OF ULSTER)

THIS AFFIRMATION OF CLAIMANT, sets forth as follows:

PURSUANT TO CPLR 2106 I, DEVINE HARDEN, affirm the following:

1. I, DEVINE HARDEN, am the claimant in this proceeding and I have read the foregoing Notice of Claim and know the contents thereof.
2. The same is true to my own knowledge, except as to matters stated to be alleged on information and belief, and as to those matters I believe them to be true.
3. I make this statement pursuant to CPLR 2106, in lieu of an affidavit, to verify the truth of the foregoing notice of claim.
4. I affirm that the foregoing is true under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

Dated: Kingston, New York
April 27, 2026



DEVINE HARDEN

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X

In the matter of the Application of

DEVINE HARDEN,

AFFIRMATION

Index No.:

Petitioner,

for an Order pursuant to
General Municipal Law § 50-e(5)

- against -

CITY OF POUGHKEEPSIE,

Respondent.

-----X

SAMAN SOLTANKHAH, ESQ., an attorney duly admitted to practice in the courts of the State of New York affirms the following under penalties of perjury:

1. I am the attorney for Petitioner DEVINE HARDEN ("Petitioner") herein. I have reviewed the file, the Verified Petition, and the exhibits annexed thereto. This affirmation is submitted in support of Petitioner's application, pursuant to General Municipal Law § 50-e(5), for an order granting leave to serve a late Notice of Claim upon respondent CITY OF POUGHKEEPSIE ("City") and deeming the proposed Notice of Claim annexed as Exhibit A timely served *nunc pro tunc*.
2. The relevant facts are set forth in the Verified Petition of DEVINE HARDEN, and in the exhibits annexed thereto, all of which are incorporated herein by reference. Any capitalized terms not otherwise defined herein have the meanings assigned in the Verified Petition.

3. General Municipal Law § 50-e(5) authorizes this Court, in its discretion, to extend the time to serve a notice of claim and to permit late service after considering “all relevant facts and circumstances,” including: (a) whether the public corporation acquired actual knowledge of the essential facts constituting the claim within 90 days or a reasonable time thereafter; (b) whether the claimant has a reasonable excuse for the delay; and (c) whether the delay has substantially prejudiced the public corporation in maintaining its defense on the merits. (*See: Matter of Newcomb v Middle Country Cent. Sch. Dist.*, 28 NY3d 455, 465–466 (2016)).
4. No single factor is determinative; the factors are to be weighed together in the exercise of the court's sound discretion. *Matter of Jaime v City of New York*, 41 NY3d 531 (2024); *Newcomb v Middle Country Cent. Sch. Dist.*, 28 NY3d 455, 465 (2016). The statute is remedial in nature and should be liberally construed to avoid forfeiture of claims where the municipality has not been substantially harmed by the delay. *Williams v Nassau County Med. Ctr.*, 6 NY3d 531, 539 (2006).

I. THE CITY HAD ACTUAL KNOWLEDGE OF THE ESSENTIAL FACTS

5. Whether the public corporation had actual knowledge of the essential facts constituting the claim within the statutory period is “the most important factor” in the § 50-e(5) analysis. *Williams v Nassau County Med. Ctr.*, 6 NY3d 531, 539 (2006); *Matter of Nunez v Village of Rockville Ctr.*, 176 AD3d 1018, 1020 (2d Dept 2019).
6. As set forth in the Verified Petition, this case presents a uniquely strong actual-knowledge showing , more so than the typical police-involvement case, because the

City's knowledge here arose not only from its officers' conduct and reports, but from Petitioner's direct statements to the arresting officers regarding his intent to file suit, from the Chief's documented awareness of the incident, from FOIL-acknowledged investigative records, and its continued participation in the criminal prosecution by providing disclosures, pursuant to CPL Article 245, throughout the duration of the criminal action, up to and including the day before its dismissal on April 17, 2026.

7. Petitioner told arresting officers directly and explicitly, at the scene on November 10, 2025, that he was going to file suit because of what was done to him, within earshot of municipal employees from other departments, including but not limited to, EMS. This is not a case where the municipality must infer the anticipated claim from incident reports alone. Here, Petitioner's own words at the scene placed the City's agents on direct, contemporaneous notice of the precise claim at issue.
8. Courts applying § 50-e(5) recognize that a claimant's direct oral communication to municipal employees expressing an intent to hold the City legally accountable is probative evidence that the City had actual knowledge of the essential facts of the claim. *See generally Erichson v City of Poughkeepsie Police Dept.*, 66 AD3d 820, 821 (2d Dept 2009) (municipality had actual knowledge where its police officers directly engaged in the conduct giving rise to the claim and where contemporaneous documentation reflected that conduct).
9. The oral statements here are particularly powerful here because the "essential facts" of a false arrest and excessive force claim — the nature of the officer's conduct, the claimant's objection to it, his obvious injuries, and the assertion that the conduct was

wrongful — were all communicated s Concomitantly, in real time, at the moment the claim arose. The City's agents did not merely witness an ambiguous event; they heard the claimant characterize their conduct as tortious and announce, an intention to seek legal redress. That is actual knowledge of the essential facts of the claim in the most direct form possible.

B. Chief Referenced in Email—Command-Level Actual Knowledge

10. As described in the Verified Petition and Exhibit B, the Chief of Police was made aware of the November 10, 2025 incident and was referenced regarding it in an email after the incident. This is command-level, policymaking-level knowledge. The Court of Appeals has made clear that actual knowledge must be attributed to the municipal entity, and that knowledge held by the municipality's employees acting within the scope of their employment — including supervisory and command personnel — is imputed to the public corporation itself. *Erichson v City of Poughkeepsie Police Dept.*, 66 AD3d 820, 821 (2d Dept 2009); *Williams v Nassau County Med. Ctr.*, 6 NY3d 531, 537 (2006). When the Chief of Police of the responding municipal department receives information about, and internal communications regarding a specific use-of-force incident references the head of that department's awareness, the municipality unquestionably has actual knowledge of that incident.
11. Critically, *Erichson* arose in this very jurisdiction, where the Second Department found actual knowledge when CPPD officers were directly involved and the incident was documented internally. Petitioner goes further, providing the requisite evidence of knowledge at the command level, to establish imputation to municipalities as set

forth by the Court of Appeals which addressed the issue in *Jaime*, thusly, “[g]enerally, knowledge of essential facts as to time and place by an actor in a position to investigate will suffice” (citing to *Rosenbaum v. City of New York*, 8 N.Y.3d 1, 11, [2006]) *Jaime*, 213 N.Y.S.3d 730, at 737.

12. As Petitioner explained, the officers who arrested, assaulted, and battered Petitioner were required by CPPD policy to prepare incident reports and use-of-force reports, and arrest paperwork to document the encounter. The reports describe the time, place, manner, identity of the officers, the nature of the force used, the subsequent hospital transfer, indeed the very facts that underlie Petitioner's civil claims. Viewing this incident in its totality, the Chief of Police became involved, whether on scene as perceived by body-worn camera videos, or later involvement as referenced in emails, the sheer number of officers deployed for a single paraplegic person sitting on a bus, and the arrival of several medical personnel, suggests an unusual set of circumstances. Actual knowledge has been established where, as here, it was based on an “unusual occurrence report and line-of-duty report indicating cause of accident and containing essential facts from which it could be readily inferred that potentially actionable wrong had been committed.” *Peers v. City of New York*, 223 N.Y.S.3d 661, 662 (2024).
13. The Appellate Division has repeatedly recognized that police incident reports and arrest records can satisfy the actual-knowledge requirement under § 50-e(5) where they reflect the essential facts of the civil claim. *Erichson v City of Poughkeepsie Police Dept.*, 66 AD3d 820, 821 (2d Dept 2009); *Matter of Nunez v Village of Rockville Ctr.*, 176

AD3d 1018, 1020 (2d Dept 2019) ("The incident report prepared by the [department's] own employees constituted actual knowledge of the essential facts of the claim."); *Matter of Beaton v City of New York*, 187 AD3d 740, 741 (2d Dept 2020). These cases stand for the same principle: when the public corporation's own employees generate contemporaneous documentation of the events giving rise to the claim, the municipality has actual knowledge of those events.

14. Petitioner presents a FOIL request submitted on his behalf, which was denied by Respondent while also acknowledging the existence of records identified for or relating to the November 10, 2025 incident, but that they could not be released because of the pending criminal matter.
15. In *Matter of Jaime*, the Court of Appeals held that a petitioner cannot rely solely on the assumption that municipal employees "must have" generated records, without providing concrete evidentiary support for what the municipality actually knew. The *Jaime* standard is satisfied here. Petitioner does not speculate; he presents: (a) the City's own FOIL response identifying specific investigative records; (b) the Chief's email referencing the incident; (c) the incident and arrest reports prepared by the assaulting-officers; (d) Petitioner's own oral statement to the Officers at the scene; (e) the ability of CPPD to conduct a five-year look-back based on its recordkeeping, and (f) discovery provided throughout the duration of criminal proceeding proving investigations did in fact occur. This is precisely the kind of concrete, record-based evidence that *Jaime* requires, and it distinguishes this application from those denied under *Jaime* where petitioners offered nothing beyond bare allegations. See *Matter of*

Orozco v City of New York, 199 AD3d 531 (1st Dept 2021).

16. As Petition explained, the CPPD's publicly posted policies require officers to document uses of force and require supervisors to review such documentation. These policies confirm that the City's institutional framework was designed to capture, preserve, and review exactly the kind of information at issue here. The existence and operation of these policies reinforces that the City obtained timely, detailed knowledge of the November 10, 2025 incident through its own established processes.

II. PETITIONER HAS A REASONABLE EXCUSE FOR THE DELAY

17. Petitioner's reasonable delay in serving a Notice of Claim was due to: (a) the pendency of a related criminal prosecution from November 10, 2025 through April 17, 2026; (b) the need to focus on defending that prosecution and to protect his Fifth and Sixth Amendment rights; (c) the difficulties arising from his underlying disabilities and need for assistance even before this event necessitated further, additional, and acute medical treatment, in addition to his lack of mobility, and somewhat relatedly, mobility difficulties arose during the period as a result of moving to Albany, several counties away; and (d) his lack of awareness, as a layperson, of the separate municipal notice-of-claim requirement.
18. Courts have recognized that the pendency of a related criminal proceeding, and the attendant need to protect the claimant's self-incrimination rights and to focus available resources on the criminal defense, can constitute a reasonable excuse for delay within the meaning of § 50-e(5). See *Matter of Nunez v Village of Rockville Ctr.*, 176

AD3d 1018 (2d Dept 2019); *Williams v Nassau County Med. Ctr.*, 6 NY3d 531, 539 (2006)

(recognizing excuse where claimant acted reasonably under the circumstances).

19. Moreover, the case law is clear that a reasonable excuse, while helpful, is not independently required when the actual-knowledge and prejudice factors weigh heavily in the petitioner's favor: "The absence of a reasonable excuse is not fatal to an application for leave to serve a late notice of claim where . . . the municipality had actual knowledge of the essential facts constituting the claim and was not substantially prejudiced." *Matter of Nunez v Village of Rockville Ctr.*, 176 AD3d 1018, 1020 (2d Dept 2019); accord *Matter of Beaton v City of New York*, 187 AD3d 740 (2d Dept 2020). Here, the Petitioner provided several reasonable excuses for the delay, which should prove sufficient justification for the minimal delay in filing, but even if it did not, the extraordinary showing on actual knowledge and the lack of any prejudice would independently justify granting leave.

III. THE CITY WILL NOT SUFFER SUBSTANTIAL PREJUDICE

20. The foremost authority regarding the prejudice factor on § 50-e(5) jurisprudence is *Newcomb v Middle Country Cent. Sch. Dist.*, 28 NY3d 455 (2016), in which the Court of Appeals substantially clarified the law. In *Newcomb*, the Court held that:

- (1) The petitioner bears an initial burden of making "some showing" — a "plausible argument" supported by some evidence — that the delay has not substantially prejudiced the public corporation's ability to defend on the merits;
- (2) Once the petitioner makes that showing, the burden shifts to the public corporation to "come forward with particularized evidence" establishing actual, concrete prejudice; and

(3) A prejudice finding "cannot be based solely on speculation and inference" — the municipality must point to specific, identifiable harm to its ability to investigate and defend the claim.

Newcomb v Middle Country Cent. Sch. Dist., 28 NY3d 455, 466–467 (2016).

21. Petitioner's showing here is more than sufficient to shift the burden to the City under *Newcomb*. As explained more fully in the Verified Petition: (a) the incident was contemporaneously documented by the officers themselves; (b) CPPD records including video footage, reports, and arrest documents are in the City's custody; (c) the Officers are identifiable City employees under the City's supervision and control; (d) the City's policies require retention of use-of-force records, and specifically contemplate preservation in anticipation of litigation; (e) the City prepared a response to the an Attorney General inquiry, on December 19 2025, which is particularly notable in that it proves that the City maintains a system of preserving records for five years, and that those records were *this very kind*, and (f) the City has known since November 10, 2025, both that their officers' conduct rose a level warranting, at least, civil action, and that Petitioner intended to seek redress for the injuries caused by that same conduct by filing a claim, because he stated it to them.
22. The City cannot rely on generic assertions that memories may have faded or evidence may have been lost, under *Newcomb*. See also *Matter of Beaton v City of New York*, 187 AD3d 740, 741 (2d Dept 2020) (reversing denial of late notice petition in excessive force/false arrest case where the City had actual knowledge through its officers' involvement and records, and failed to demonstrate particularized prejudice).

23. Under *Newcomb*, the City must now come forward with particularized evidence that the modest delay in formal notice has concretely impaired its ability to investigate or defend this matter. But the City's officers created the evidence. The City's Chief documented knowledge of the incident. The City's FOIL response confirms the records exist and are in the City's possession. This is not a case where the municipal entity was caught off guard by a late notice; it is a case where the municipality knew about the claim before a formal written notice was even commenced.

IV. THE INTERESTS OF JUSTICE

24. Section 50-e(5)'s directive to consider "all other relevant facts and circumstances" reflects a legislative intent, recognized by the courts and commentators, to avoid the mechanistic forfeiture of meritorious civil claims where the municipality had timely knowledge and has not been substantially prejudiced. *Williams v Nassau County Med. Ctr.*, 6 NY3d 531, 539 (2006);

25. The claims Petitioner intends to bring, assault and battery, false arrest, false imprisonment, malicious prosecution, go to the heart of constitutionally protected rights, and the proper function and conduct of those tasked with our safety. The injuries here are serious and Petitioner continues to recover. The criminal prosecution to which Petitioner was subjected lasted just over five months. But the resultant injuries caused by the City's officers, acting in the name of the public, left Petitioner with many permanent injuries: a head-injury, a large scar on his face, vision impairment, exaggeration of a pre-existing condition, and innumerable emotional and

psychological injuries, all attributable to the wrongs committed by CPPD; the City bears a duty of accountability to the citizens it serves for the same.

26. Denial of this application would be to permanently extinguish those claims solely because Petitioner, while actively defending a criminal prosecution, during which discovery was being produced *until the day before dismissal*, failed to serve a notice of claim within 90 days of the incident, despite the City having had actual, command-level knowledge of the precise events at issue from day one. The interests of justice cannot support that outcome.
27. No previous application for the relief herein requested has been made to any court or judge.

WHEREFORE, it is respectfully requested that the Court:

- (a) Grant the Verified Petition and issue an Order pursuant to General Municipal Law § 50-e(5) granting Petitioner leave to serve a late Notice of Claim upon the CITY OF POUGHKEEPSIE;
- (b) Deem the proposed Notice of Claim annexed as Exhibit A to the Verified Petition timely served nunc pro tunc upon the City;; and
- (c) Grant such other and further relief as this Court deems just and proper.

DATED: Kingston, New York
April 27, 2026,



SAMAN SOLTANKHAH, ESQ.

Attorney for Petitioner
44 Main Street
Kingston, New York 12401
(845) 814-1333

FILED: DUTCHESS COUNTY CLERK 04/28/2026 02:12 AM

NYSCEF DOC. NO. 4

INDEX NO. 2026-52292

RECEIVED NYSCEF: 04/28/2026

EXHIBIT “B”

Axon Share File List-12-22-2025 0644

Note - These files are stored in the law enforcement agency's Axon system. Not in the District Attorney's system. The law enforcement agency has complete control of the availability of these files. You must be logged into DEMS for the links below to work correctly.

*Lat/Long is not available on all Axon BWCs.

Name	Size	Duration	Download	View within DEMS	GPS Data Lat/Long*	Transcript*	Audit
11-10-2025--74--TEMPLE- IRATE_PASSENGER @_P OUGHKEEPSIE_TRAIN_S TATION.mp4	17.08 MB	00:10:00	Download	View in DEMS		Download	Audit
25- 29369_911_Phone_and_ra dio_transmissions.zip	5.06 MB		Download	View in DEMS			Audit
25- 29369_Station_cameras_for _arrest.zip	530.06 MB		Download	View in DEMS			Audit
41_MAIN_ST.mp4	1.75 GB	01:00:54	Download	View in DEMS	41.7064252,- 73.93775983	Download	Audit
41_MAIN_ST.mp4	880 MB	00:29:58	Download	View in DEMS	41.71778963,- 73.92817423	Download	Audit
41_MAIN_ST.mp4	868.45 MB	00:29:40	Download	View in DEMS	41.71789313,- 73.92831066	Download	Audit
41_MAIN_ST.mp4	588.46 MB	00:19:52	Download	View in DEMS	41.70634181,- 73.93771211	Download	Audit
41_MAIN_ST.mp4	363.43 MB	00:12:15	Download	View in DEMS	41.70649209,- 73.93777573	Download	Audit
41_MAIN_ST.mp4	274.53 MB	00:09:18	Download	View in DEMS	41.70639719,- 73.93784846	Download	Audit
41_MAIN_ST.mp4	296.33 MB	00:09:59	Download	View in DEMS	41.70632974,- 73.93772028	Download	Audit
41_MAIN_ST.mp4	172.76 MB	00:05:49	Download	View in DEMS	41.70650027,- 73.9376711	Download	Audit

Compliance Report for Discovery Package: 02/06/2026 03:31

Package Description:

Case Number: 202506057

Defendant: Devine Harden

Arrest Dates: 2025-11-10

Top Charge: PL 195.05 01 2 - Obstruct Governmental Administration 2nd - Prevent Official Function

Folder	Name	Size
0-ACCUSATORY-BOOKING-ARRAIGNMENT INFO	Harden initial paperwork.pdf	3.05 MB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 911 Phone and radio transmissions Evidence collection report.pdf	116.81 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 Appearance Ticket.pdf	70.65 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 Arrest Checklist.pdf	80.99 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 Arrest Report.pdf	95.73 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 AXON Audit Log.pdf	46.28 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 AXON bwc Evidence collection report.pdf	105.15 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 AXON Evidence List.pdf	40.29 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 Booking Data.pdf	134.6 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 CAD Report.pdf	594.28 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 Case info form.pdf	67.04 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 Case Report.pdf	182.05 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 Complaint.pdf	362.51 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 Discovery Checklist.pdf	124.12 KB
1E-STATEMENTS BY PERSONS WITH EVIDENCE-RELEVANT INFORMATION	25-29369 Fingerprint Response Summary.pdf	1.05 MB

Stacey Victor

From: Stacey Victor
Sent: Monday, November 17, 2025 10:41 AM
To: 'christopher.kyle@troopers.ny.gov'
Subject: CITY OF POUGHKEEPSIE POLICE RECORDS
Attachments: 2025-29369.pdf

Good morning,
Attached is the report you requested. As per Chef Wilson, if you have any other questions or concerns please feel free to reach out. Have a wonderful day.
Best,

Stacey Victor
Police Aide
City of Poughkeepsie Police Department Records Division
62 Civic Center Plaza
Poughkeepsie, NY 12601
Phone: (845) 451-4154
Fax: (845) 451-4275
Email: svictor@cityofpoughkeepsie.com

This e-mail, including any attachments, may contain highly sensitive and confidential information. It is intended only for the individual(s) named. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete the e-mail from your system. Under no circumstances should any information in this email be disseminated to media sources, or put out to social media sites.

EXHIBIT “C”

FILED: PUTCHESS COUNTY CLERK 04/28/2026 02:12 AM
City of Poughkeepsie, NY Public Records Request #25-169 has been closed.
Subject: Your City of Poughkeepsie, NY public records request #25-169 has been closed.
Date: November 21, 2025 at 11:49:08 AM EST
To: pme@riseup.net
Reply-To: cityofpoughkeepsie_25-169-requester-notes@inbound.nextrequest.com

INDEX NO. 2026-52292

RECEIVED NYSCEF: 04/28/2026

— Attach a non-image file and/or reply ABOVE THIS LINE with a message, and it will be sent to staff on this request. —

City of Poughkeepsie, NY Public Records

Record request #25-169 has been closed. The closure reason supplied was:

Your records request is denied. The records you requested are exempt from disclosure pursuant to Public Officer's Law 87(2)(e) (i)&(ii)- Records that are compiled for law enforcement investigation and disclosure would interfere with a law enforcement investigation or judicial proceeding and or deprive a person of the right of a fair trial or impartial adjudication.

Thank you,

Office of the City Chamberlain
62 Civic Center Plaza
Poughkeepsie, NY 12601

A person denied access has the right to appeal. Please note that requests for appeals must be made in writing within 30 days of the denial to the Appeals Officer, who is the Finance Commissioner. Mail your request to:

City of Poughkeepsie, Finance Commissioner
62 Civic Center Plaza
Poughkeepsie, New York, 12601

Poughkeepsie Police body camera footage regarding an incident involving the driver of the Ulster County Area Transit KPL bus and a passenger named Devine Royer on that bus that took place in that bus located at the Poughkeepsie Train Station approximately between 8:20 and 8:50 pm on Monday, Nov. 10, 2025.

Timeline

Documents

☒ Request closed ^

Anyone with access to this request

Your records request is denied. The records you requested are exempt from disclosure pursuant to Public Officer's Law 87(2)(e)(i)&(ii)- Records that are compiled for law enforcement investigation and disclosure would interfere with a law enforcement investigation or judicial proceeding and or deprive a person of the right of a fair trial or impartial adjudication.

Thank you,

Office of the City Chamberlain
62 Civic Center Plaza
Poughkeepsie, NY 12601

A person denied access has the right to appeal. Please note that requests for appeals must be made in writing within 30 days of the denial to the Appeals Officer, who is the Finance Commissioner. Mail your request to:

City of Poughkeepsie, Finance Commissioner

62 Civic Center Plaza
Poughkeepsie, New York, 12601
Fax (845) 451-4239

November 21, 2025, 11:49am by Staff

☒ Message to requester ^

Requester + Staff

Thank you for submitting a request for records to the City of Poughkeepsie.

Please be advised that the City Chamberlain's office has received your FOIL request, which will be sent to the relevant department(s) in possession of the requested record(s) and/or document(s).

The request will be granted or denied, in whole or in part, within approximately twenty (20) business days.

You will be notified via email when your records are available.

November 19, 2025, 7:53pm

Department assignment

Anyone with access to this request

Police Department

November 19, 2025, 7:53pm by the requester

FILED: DUTCHESS COUNTY CLERK 04/28/2026 02:12 AM

NYSCEF DOC. NO. 6

INDEX NO. 2026-52292

RECEIVED NYSCEF: 04/28/2026

EXHIBIT “D”



POUGHKEEPSIE CITY COURT

62 Civic Center Plaza, Poughkeepsie, NY 12601

Phone: (845) 483-8200 Fax: (845) 483-8127

e-mail: Virtualpoughkeepsiecitycourt@nycourts.gov
Court ORI: NY0130211**NO FEE**Non-Public
Version

The People of the State of New York

vs.

Devine Harden

Certificate of Disposition

Docket Number:

CR-03980-25

CJTN:

71373593Q

NYSID:

09739001N

Defendant DOB: 06/20/1992

Arrest Date: 11/10/2025

Arraignment Date: 12/08/2025

THIS IS TO CERTIFY that the undersigned has examined the files of the Poughkeepsie City Court concerning the above entitled matter and finds the following:

Count #	Charge	Charge Weight	Disposition	Disposition Date
1	PL 140.05 V Trespass **SEALED 160.50**	V	Dismissed	04/17/2026
2	PL 240.20 05 V Dis/Con:Obstructing Traffic **SEALED 160.50**	V	Dismissed	04/17/2026
3	PL 195.05 AM Obstruct Governmental Admin-2nd **SEALED 160.50**	AM	Dismissed	04/17/2026

Charge Weight Key: I=Infraction; V=Violation; AM; BM=Class Misdemeanor; UM=Unclassified Misdemeanor; AF, BF, CF, DF, EF=Class Felony

Dated: April 17, 2026


 Chief Clerk/Clerk of the Court

CAUTION: THIS DOCUMENT IS NOT OFFICIAL UNLESS EMBOSSED WITH THE COURT SEAL

All marijuana convictions under PL 221.05, PL 221.10, PL 221.15, PL 221.20, PL 221.35 or PL 221.40—including any appearing on this certificate of disposition—are vacated, dismissed, sealed, and expunged. It is an unlawful discriminatory practice for any entity to make any inquiry about such an expunged conviction or to use such an expunged conviction adversely against an individual in any form of application or otherwise—unless specifically required or permitted to do so by statute. It shall be an unlawful discriminatory practice, unless specifically required or permitted by statute, for any person, agency, bureau, corporation or association, including the state and any political subdivision thereof, to make any inquiry about, whether in any form of application or otherwise, or to act upon adversely to the individual involved, any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by an order adjourning the criminal action in contemplation of dismissal, pursuant to section 170.55, 170.56, 210.46, 210.47, or 215.10 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law or by a conviction which is sealed pursuant to section 160.59 or 160.58 of the criminal procedure law, in connection with the licensing, housing, employment, including volunteer positions, or providing of credit or insurance to such individual; provided, further, that no person shall be required to divulge information pertaining to any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by an order adjourning the criminal action in contemplation of dismissal, pursuant to section 170.55 or 170.56, 210.46, 210.47 or 215.10 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 or 160.59 of the criminal procedure law. An individual required or requested to provide information in violation of this subdivision may respond as if the arrest, criminal accusation, or disposition of such arrest or criminal accusation did not occur. The provisions of this subdivision shall not apply to the licensing activities of governmental bodies in relation to the regulation of guns, firearms and other deadly weapons or in relation to an application for employment as a police officer or peace officer as those terms are defined in subdivisions thirty-three and thirty-four of section 1.20 of the criminal procedure law; provided further that the provisions of this subdivision shall not apply to an application for employment or membership in any law enforcement agency with respect to any arrest or criminal accusation which was followed by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 or 160.59 of the criminal procedure law. For purposes of this subdivision, an action which has been adjourned in contemplation of dismissal, pursuant to section 170.55 or 170.56, 210.46, 210.47 or 215.10 of the criminal procedure law, shall not be considered a pending action, unless the order to adjourn in contemplation of dismissal is revoked and the case is restored to the calendar for further prosecution. [Executive Law 296(16)]

Charges may not be the same as the original arrest charges.

CPL 160.50: All official records (excluding published court decisions or opinions or records and briefs on appeal) related to the arrest or prosecution on file with the Division of Criminal Justice Services, any court, police agency or prosecutor's office shall not be available to any person or public or private agency.



POUGHKEEPSIE CITY COURT

62 Civic Center Plaza, Poughkeepsie, NY 12601

Phone: (845) 483-8200 Fax: (845) 483-8127

e-mail: Virtualpoughkeepsiecitycourt@nycourts.gov

Court ORI: NY013021J

NO FEE

Search Criteria Provided by Requestor	
Arrest Date:	
Charges:	
Conviction Date:	
Crime Date:	
DOB:	
Docket Number:	CR-3980-25
Legacy/IDV Docket Number:	
Party Name:	
Sentence Date:	
Ticket Number:	

Certificate of Disposition

THIS IS TO CERTIFY that the undersigned has examined the files of the Poughkeepsie City Court concerning the above entitled matter and finds the following:

NO RECORD FOUNDDated: April 17, 2026

 Chief Clerk/Clerk of the Court

CAUTION: THIS DOCUMENT IS NOT OFFICIAL UNLESS EMBOSSED WITH THE COURT SEAL

Pursuant to Judiciary Law § 212.2(z), a certificate of disposition for the public contains only records of convictions, if any, and information about pending cases. All marijuana convictions under PL 221.05, PL 221.10, PL 221.15, PL 221.20, PL 221.35 or PL 221.40—including any appearing on this certificate of disposition—are vacated, dismissed, sealed, and expunged. It is an unlawful discriminatory practice for any entity to make any inquiry about such an expunged conviction or to use such an expunged conviction adversely against an individual in any form of application or otherwise—unless specifically required or permitted to do so by statute. It shall be an unlawful discriminatory practice, unless specifically required or permitted by statute, for any person, agency, bureau, corporation or association, including the state and any political subdivision thereof, to make any inquiry about, whether in any form of application or otherwise, or to act upon adversely to the individual involved, any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by an order adjourning the criminal action in contemplation of dismissal, pursuant to section 170.55, 170.56, 210.46, 210.47, or 215.10 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law or by a conviction which is sealed pursuant to section 160.59 or 160.58 of the criminal procedure law, in connection with the licensing, housing, employment, including volunteer positions, or providing of credit or insurance to such individual; provided, further, that no person shall be required to divulge information pertaining to any arrest or criminal accusation of such individual not then pending against that individual which was followed by a termination of that criminal action or proceeding in favor of such individual, as defined in subdivision two of section 160.50 of the criminal procedure law, or by an order adjourning the criminal action in contemplation of dismissal, pursuant to section 170.55 or 170.56, 210.46, 210.47 or 215.10 of the criminal procedure law, or by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 or 160.59 of the criminal procedure law. An individual required or requested to provide information in violation of this subdivision may respond as if the arrest, criminal accusation, or disposition of such arrest or criminal accusation did not occur. The provisions of this subdivision shall not apply to the licensing activities of governmental bodies in relation to the regulation of guns, firearms and other deadly weapons or in relation to an application for employment as a police officer or peace officer as those terms are defined in subdivisions thirty-three and thirty-four of section 1.20 of the criminal procedure law; provided further that the provisions of this subdivision shall not apply to an application for employment or membership in any law enforcement agency with respect to any arrest or criminal accusation which was followed by a youthful offender adjudication, as defined in subdivision one of section 720.35 of the criminal procedure law, or by a conviction for a violation sealed pursuant to section 160.55 of the criminal procedure law, or by a conviction which is sealed pursuant to section 160.58 or 160.59 of the criminal procedure law. For purposes of this subdivision, an action which has been adjourned in contemplation of dismissal, pursuant to section 170.55 or 170.56, 210.46, 210.47 or 215.10 of the criminal procedure law, shall not be considered a pending action, unless the order to adjourn in contemplation of dismissal is revoked and the case is restored to the calendar for further prosecution. [Executive Law 296(16)]

At an IAS Term Part of the Supreme Court of the State of New York, County of Dutchess, at the Courthouse located at 10 Market Street, Poughkeepsie, New York 12601, on the ____ day of _____, 2026.

P R E S E N T :

Hon. _____
Justice of the Supreme Court

-----X

In the Matter of the Application of

DEVINE ILARDEN,

Petitioner,

for an Order pursuant to
General Municipal Law § 50-e(5)

ORDER TO SHOW CAUSE

Index No.

- against -

CITY OF POUGHKEEPSIE,

Respondent.

-----X

UPON READING AND FILING the Petition of DEVINE HARDEN, verified on the 27th day of April, 2026, and the affirmation of SAMAN SOLTANKHAH, ESQ., dated the 27th day of April, 2026, and the proposed Notice of Claim attached thereto as Exhibit A, against the respondent, CITY OF POUGHKEEPSIE, and sufficient cause having been shown therein:

LET the respondents show cause before this Court, IAS Term part thereof, to be held in and for the County of DUTCHESS, at the Supreme Courthouse, located at 10 Market Street, Poughkeepsie, New York, on the ____ day of _____, 2026 at 9:30 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, why an Order

should not be issued, granting Petitioner leave to serve the proposed Notice of Claim, upon the CITY OF POUGHKEEPSIE, or for the proposed Notice of Claim to be deemed timely served, *nunc pro tunc*;

SUFFICIENT CAUSE APPEARING THEREFORE, LET service of a copy of this Order, together with the papers upon which it is granted, by personal service upon the CITY OF POUGHKEEPSIE, on or before the ____ day of _____, 2026, be deemed sufficient service,

ENTER:

J.S.C.



REQUEST FOR JUDICIAL INTERVENTION

Supreme COURT, COUNTY OF Dutchess

Index No: _____

Date Index Issued: _____

For Court Use Only:

CAPTION

Enter the complete case caption. Do not use et al or et ano. If more space is needed, attach a caption rider sheet.

Devine Harden

IAS Entry Date

Judge Assigned

RJI Filed Date

-against-

Plaintiff(s)/Petitioner(s)

City of Poughkeepsie

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING:

Check only one box and specify where indicated.

COMMERCIAL

- ☐ Business Entity (includes corporations, partnerships, LLCs, LLPs, etc.)
☐ Contract
☐ Insurance (where insurance company is a party, except arbitration)
☐ UCC (includes sales and negotiable instruments)
☐ Other Commercial (specify): _____

NOTE: For Commercial Division assignment requests pursuant to 22 NYCRR 202.70(d), complete and attach the **COMMERCIAL DIVISION RJI ADDENDUM (UCS-840C)**.

TORTS

- ☐ Asbestos
☐ Environmental (specify): _____
☐ Medical, Dental or Podiatric Malpractice
☐ Motor Vehicle
☐ Products Liability (specify): _____
☐ Other Negligence (specify): _____
☐ Other Professional Malpractice (specify): _____
☒ Other Tort (specify): Intentional

SPECIAL PROCEEDINGS

- ☐ Child-Parent Security Act (specify): ☐ Assisted Reproduction ☐ Surrogacy Agreement
☐ CPLR Article 75 - Arbitration [see **NOTE** in **COMMERCIAL** section]
☐ CPLR Article 78 - Proceeding against a Body or Officer
☐ Election Law
☐ Extreme Risk Protection Order
☐ MHL Article 9.60 - Kendra's Law
☐ MHL Article 10 - Sex Offender Confinement (specify): ☐ Initial ☐ Review
☐ MHL Article 81 (Guardianship)
☐ Other Mental Hygiene (specify): _____
☐ Other Special Proceeding (specify): _____

MATRIMONIAL

- ☐ Contested

NOTE: If there are children under the age of 18, complete and attach the **MATRIMONIAL RJI Addendum (UCS-840M)**.For Uncontested Matrimonial actions, use the Uncontested Divorce RJI (**UD-13**).

REAL PROPERTY (Specify how many properties the application includes: _____)

- ☐ Condemnation
☐ Mortgage Foreclosure (specify): ☐ Residential ☐ Commercial

Property Address: _____

NOTE: For Mortgage Foreclosure actions involving a one to four-family, owner-occupied residential property or owner-occupied condominium, complete and attach the **FORECLOSURE RJI ADDENDUM (UCS-840F)**.

- ☐ Partition

NOTE: Complete and attach the **PARTITION RJI ADDENDUM (UCS-840P)**.

- ☐ Tax Certiorari (specify): Section: _____ Block: _____ Lot: _____
☐ Tax Foreclosure
☐ Other Real Property (specify): _____

OTHER MATTERS

- ☐ Certificate of Incorporation/Dissolution [see **NOTE** in **COMMERCIAL** section]
☐ Emergency Medical Treatment
☐ Habeas Corpus
☐ Local Court Appeal
☐ Mechanic's Lien
☐ Name Change/Sex Designation Change
☐ Pistol Permit Revocation Hearing
☐ Sale or Finance of Religious/Not-for-Profit Property
☐ Other (specify): _____

STATUS OF ACTION OR PROCEEDING

Answer YES or NO for every question and enter additional information where indicated.

Has a summons and complaint or summons with notice been filed?

YES NO

☐ ☒

If yes, date filed: _____

Has a summons and complaint or summons with notice been served?

☐ ☒

If yes, date served: _____

Is this action/proceeding being filed post-judgment?

☐ ☒

If yes, judgment date: _____

NATURE OF JUDICIAL INTERVENTION

Check one box only and enter additional information where indicated.

- ☐ Infant's Compromise
☐ Extreme Risk Protection Order Application
☐ Note of Issue/Certificate of Readiness
☐ Notice of Medical, Dental or Podiatric Malpractice
☐ Notice of Motion
☐ Notice of Petition
☒ Order to Show Cause
☐ Other Ex Parte Application
☐ Partition Settlement Conference
☐ Request for Preliminary Conference
☐ Residential Mortgage Foreclosure Settlement Conference
☐ Waiver of Court Costs, Fees and Expenses
☐ Writ of Habeas Corpus
☐ Other (specify): _____

Date Issue Joined: _____

Relief Requested: _____

Relief Requested: _____

Relief Requested: Leave to File

Relief Requested: _____

Return Date: _____

Return Date: _____

Return Date: _____

RELATED CASES				
List any related actions. For Matrimonial cases, list any related criminal or Family Court cases. If none, leave blank. If additional space is required, complete and attach the RJI Addendum (UCS-840A).				
Case Title	Index/Case Number	Court	Judge (if assigned)	Relationship to Instant case

PARTIES				
For parties without an attorney, check the "Un-Rep" box and enter the party's address, phone number and email in the space provided. If additional space is required, complete and attach the RJI Addendum (UCS-840A).				
Un-Rep	Parties	Attorneys and Unrepresented Litigants	Issue Joined	Insurance Carriers
	List parties in same order as listed in the caption and indicate roles (e.g., plaintiff, defendant, 3 rd party plaintiff, etc.)	For represented parties, provide attorney's name, firm name, address, phone and email. For unrepresented parties, provide party's address, phone and email.	For each defendant, indicate if issue has been joined.	For each defendant, indicate insurance carrier, if applicable.
☐	Name: Harden, Devine Role(s): Plaintiff/Petitioner	SAMAN SOLTANKHAH, 44 MAIN ST , KINGSTON, NY 12401, SamSoltanEsq@gmail.com	☐ YES ☒ NO	
☒	Name: City of Poughkeepsie Role(s): Defendant/Respondent	61 Civic Center Plaza, Poughkeepsie, ny 12406	☐ YES ☒ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	
☐	Name: Role(s):		☐ YES ☐ NO	

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, UPON INFORMATION AND BELIEF, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.

Dated: 04/28/2026

SAMAN SOLTANKHAH

Signature

5741467

SAMAN SOLTANKHAH

Print Name

Attorney Registration Number



NINTH JUDICIAL DISTRICT
NOTICE OF ALTERNATIVE DISPUTE RESOLUTION (ADR) – MEDIATION
INFORMATIONAL ONLY



ADR COURT NOTICE

Dear Attorney/Litigant:

You are receiving this notice because you have a civil case pending in Supreme Court in the Ninth Judicial District. This is to advise you of the Court's Presumptive Mediation Program. In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the case, but helps the parties communicate so they can try to settle the dispute themselves.

Pursuant to Part 160 of the Rules of the Chief Administrative Judge, the Court will refer your matter to mediation as early as practicable, unless an exception applies, or you show good cause to opt out at the time of referral. *****Please note that this notice is INFORMATIONAL ONLY. If your case has been referred to mediation, you will receive a separate, signed Order of Reference.***** That said, you may request to be referred to mediation prior to the Court's referral. Your preemptory consent to mediation may obviate the need for a preliminary conference (see Section 202.12 of the Rules of the Chief Administrator of the Courts). Be advised that the first ninety (90) minutes of mediation with a certified mediator is free. Mediation is not conducted by the Court and everything that takes place during the mediation is confidential.

Mediation may take place virtually either using computer conference technology, such as Zoom, or telephone conferencing. If you are unable to resolve your dispute during the initial free ninety (90) minute session, but believe you are making progress towards a solution, you may continue to mediate at a rate agreed upon beforehand with the mediator and payable in equal shares by the parties. If you are ultimately unable to resolve your matter in mediation, you simply appear in court on your next court date.

We strongly encourage you to participate in mediation. Mediation often saves time and money and avoids trial. If you and the opposing party agree that you would like to voluntarily be referred to mediation, simply fill out the attached proposed Order of Reference (including designation of your mediator) and email it to the Alternative Dispute Resolution Coordinator at 9JD-ADRCoordinator@nycourts.gov. The Assigned Judge will then so order the Order of Reference to Mediation and you can begin the mediation process.

The Program Rules are attached, but also available online here:

<https://www.nycourts.gov/LegacyPDFS/courts/9jd/ADR/rules/DISTRICT-WIDE-RULES.pdf>

A list of approved, certified mediators is available online here:

<https://www.nycourts.gov/LegacyPDFS/courts/9jd/ADR/ROSTERS-OF-9JD-MEDIATORS.pdf>

NOTE: Mediation is NOT appropriate in cases involving a history or fear of domestic violence or child abuse. If you or someone you know is in this situation, please visit www.opdv.ny.gov and get help. In certain cases, mediation may not be appropriate where one side is self-represented (pro se) and the other side is represented by counsel.

If you have any questions, please contact the Ninth Judicial District's Alternative Dispute Resolution Coordinator by email at 9JD-ADRCoordinator@nycourts.gov.

Very truly yours,



Hon. Anne E. Minihan
Administrative Judge
Ninth Judicial District

Attachments: Proposed Order of Reference
 Top Reasons to Consider Mediation
 Program Rules

July 2025

For additional information regarding the Districtwide Presumptive Mediation Program and the court's other alternative dispute resolution (ADR) programs visit the Court's ADR webpage:
<https://ww2.nycourts.gov/courts/9jd/ADR.shtml>



9JD ADR webpage

_____ COURT OF THE STATE OF NEW YORK

COUNTY OF _____

PRESENT: HON.

Plaintiff/Petitioner - against - Defendant/Respondent	Index/Docket No. _____ ORDER OF REFERENCE TO MEDIATION
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1. By stipulation of the parties* ☒ / Order of the Court ☐ [check one], the above-captioned proceeding qualifies for referral to mediation, which shall be conducted in accordance with the Ninth JD Presumptive Mediation Program Rules.

***If by stipulation, all participating parties must sign below.**

2. If applicable, the following party(s) are exempt from the fee component of mediation based on indigent status pursuant to CPLR §1101:
- _____

3. **Mediator/CDRC:** Unless subsection (c) or (d) is filled in/selected, the parties shall designate a mediator from the Court's roster of neutrals by completing a Mediator Selection Form and forwarding same together with a copy of this Order of Reference to the mediator selected and to the 9JD ADR Coordinator: 9JD-ADRCordinator@nycourts.gov

- a. Roster of neutrals is available here:

<https://www.nycourts.gov/LegacyPDFS/courts/9jd/ADR/ROSTERS-OF-9JD-MEDIATORS.pdf>

- b. Mediator Selection Form is available here:

https://www.nycourts.gov/LegacyPDFS/courts/9jd/ADR/forms_orders/mediation-selection-form.pdf

c. The parties have selected ☐ / The Court appoints ☐ the following mediator to serve as the Mediator in the above-captioned case:

Mediator: _____
 Phone: _____
 Email: _____

d. ☐ [check if applicable] The matter is referred to the local Community Dispute Resolution Center (CDRC).

4. The parties shall initiate contact with the mediator to confirm the mediator's acceptance of this case, select a meeting date for the initial session and make arrangements for any submissions to be forwarded to the mediator.

5. The initial session must be held within thirty (30) days after the date the mediator confirms acceptance of the case and the mediation shall be completed within forty-five (45) days of the date of this Order, unless otherwise permitted by the Court or Part.

6. Parties shall exchange mandatory information based on the type of case to be mediated, as specified in the mediation disclosure protocols for the referring Part, if any.

7. Upon completion of the mediation, the parties/counsel shall submit a mediation evaluation form (e.g., Post Mediation Survey) available on the Court's ADR webpage.

8. If represented, the attorneys for the parties are as follows:

For Plaintiff: _____

For Defendant: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

8. The parties shall negotiate in good faith to reach a mutually agreeable resolution.

8. By signing below, the parties and/or their counsel agree that they shall comply with the Ninth JD Presumptive Mediation Program Rules, including those provisions regarding confidentiality, immunity and the Mediation Fee Agreement, which are incorporated by reference, and any applicable Court or Part ADR Rules. Parties and/or their counsel further understand and agree that no attorney-client relationship exists between the Mediator and the parties, and that the Mediator may not provide legal advice to the parties.

Signature of Plaintiff/Counsel

Signature of Defendant/Counsel

FOR COURT USE ONLY:

The parties/counsel shall return to court on _____.

SO ORDERED:

Dated: _____, New York
_____, 20____

Hon.

For additional information regarding the Districtwide Presumptive Mediation Program and the court's other alternative dispute resolution (ADR) programs visit the Court's ADR webpage:
<https://ww2.nycourts.gov/courts/9jd/ADR.shtml>



9JD ADR webpage



TOP REASONS TO CONSIDER MEDIATION

- Mediation gives parties a meaningful process for coming up with a solution to the conflict that maximizes their interests and best meets their needs.
- Parties are more likely to keep agreements reached through mediation.
- Where parties are likely to have an ongoing relationship, there is a greater chance that the parties can maintain a positive relationship because mediation can: (a) resolve underlying issues that could not be considered by a court; and (b) provide for a future dispute resolution mechanism that parties can use should a future problem arise.
- Disputes can be resolved earlier and at less cost to the parties than traditional adversarial litigation.
- Court costs and time associated with scheduling subsequent conferences and trial preparation can be avoided.
- A judge's asking about mediation removes the fear many lawyers have in appearing to have a weak case if they are the first to suggest mediation to opposing counsel.
- Even if parties don't reach an agreement "at the table," mediation can help narrow or focus attention on the legal and factual issues truly in dispute.
- Mediation, particularly if held early, can help reduce litigation costs associated with protracted litigation.
- Mediation can help reduce the level of conflict family members may be otherwise exposed to through the traditional adversarial process.



**9th JUDICIAL DISTRICT
DISTRICT-WIDE PRESUMPTIVE MEDIATION
PROGRAM RULES**

I. OVERVIEW

Proceedings in the civil parts of the Ninth Judicial District, are eligible for presumptive mediation (the "Program"). Unless specifically directed otherwise by a referring Court, the following Rules shall govern all cases referred to this Program in conjunction with specific approved Rules for individual Courts and Parts of court in the counties of the District. This Program does not preclude the Court from directing or referring parties to other forms of Alternative Dispute Resolution ("ADR"), including settlement conferences with court staff.

II. STATEMENT OF PURPOSE

The Ninth Judicial District is dedicated to fulfilling its statutory and constitutional mandate to ensure the just and efficient resolution of all matters that come before it. The Program has been developed to achieve these ends through early referral to mediation. Mediation is often faster, more convenient, less expensive, and less acrimonious, and often results in a more mutually acceptable and durable resolution than the normal course of litigation.

III. DEFINITIONS

Mediation. A confidential dispute resolution process in which a neutral third party - the Mediator - helps parties identify issues, clarify perceptions and explore options for a mutually acceptable outcome. In this process, parties have an opportunity to communicate with each other, focus on what is important to them, and to come up with individually tailored solutions. During mediation, each party relates his or her understanding of the dispute. The Mediator may ask the parties clarifying questions. The Mediator will not give legal advice or force solutions on the parties.

Mediation often involves non-legal as well as legal issues. Parties are strongly encouraged to participate in mediation with their own attorneys. Parties may also choose to attend sessions without counsel, if all participants agree. Although the mediation process can, and often does, result in an agreement, whether to reach an agreement, and on what terms, is up to the parties themselves.

Mediator. A trained third party neutral. The Mediator is not a decision-maker. The Mediator serves as a neutral facilitator of communication and helps the parties reach resolution of the issue(s) being mediated. In this document, 'Mediator' may also refer to a co-mediation team where two (or more) such neutrals are working together to mediate a case. For the purposes of these Rules, a Mediator is a neutral who has fulfilled the requirements of Part 146 of the Rules of the Chief Administrative Judge and is mediating a given case pursuant to these Rules. This is distinct from private mediators who mediate cases outside these Rules.

Community Dispute Resolution Center. The New York State Unified Court System partners with local non-profit organizations known as Community Dispute Resolution Center ("CDRC") to provide mediation, arbitration, and other dispute resolution options as an alternative to court. CDRCs help litigants resolve a wide range of family court disputes involving parents and children as well as child custody and visitation issues.

Part. A Part shall mean any branch of court so designated by Administrative Rule or any Supreme Court IAS Justice, Acting Justice, Family Court Judge, Surrogate Judge or Judicial Hearing Officer presiding over the matter assigned.

ADR Coordinator. A person or entity designated by the Administrative Judge for the Ninth Judicial District to have general program oversight.

IV. PROCEDURES

a. Mediation Initiation Process

- i. Pursuant to Section 160.2 of Part 160. Alternative Dispute Resolution in the Trial Courts of the Rules of the Chief Administrative Judge, referrals to mediation shall take place at the earliest practicable time unless a different time frame is provided for by the specific court or part of court in the County where the action or proceeding is brought.
- ii. If any party seeks to Opt Out from mediation, the Part shall determine in its discretion whether good cause exists to grant same.
- iii. If any party seeks an exemption from the fee component of the mediation based on indigent status pursuant to New York Civil Practice Law and Rules §1101, the Part shall make a determination on such request, with the understanding that the non-indigent Party shall still be responsible for their portion of the Mediator's fee.
- iv. If all parties request mediation (e.g., by submitting an Order of Reference signed by all parties stipulating to mediation), the case shall be referred to mediation by Order of Reference.
- v. Once the Part determines that the case qualifies for presumptive mediation, the Part shall issue an Order of Reference or referral to a CDRC.

b. Order of Reference/Referral to CDRC:**i. The Part staff shall:**

1. Refer matters to mediation by an Order of Reference or Referral to CDRC informing parties and their counsel that the case shall undergo mediation, which shall be completed within 45 days of issuance of the Order of Reference or referral; and
2. Establish a date thereafter upon which to return to Court.

V. SELECTION OF MEDIATOR

- a. If a mediator is not identified in the Order of Reference or if a matter is not referred to a CDRC, then within ten (10) days from receipt of the Order of Reference, the parties shall confer and select a Mediator from the 9th JD ROSTER or retain a private mediator (e.g., from the Statewide Mediator Directory), following which, the parties shall, before the expiration of such ten (10) day period file with the Court the Mediator Selection Form indicating the identity of the Mediator. Parties should proceed with Mediator selection as expeditiously as possible so that if the first choice of Mediator has a conflict of interest or otherwise is unable to serve, the parties then have sufficient time to choose an alternative Mediator within the time frame set herein.
- b. If the parties are unable to agree on a Mediator, the parties shall, within the same ten (10) days from receipt of the Order of Reference, submit to the Court the Mediator Selection Form with two Mediator names per party listed, and the Court will select the Mediator from that list.
- c. If either party does not consent to the Mediator selected by the Court under this Rule on the belief that there is a conflict of interest, the objecting party must submit a written request to the Court within five (5) days from the date of notification of the selected Mediator that includes the basis for disqualification of the Mediator. The Court may randomly select an alternative Mediator or deny the request.
- d. If the parties are unable to agree on a Mediator, and the parties fail to submit the Mediator Selection Form in the time period prescribed above, the Court, after confirming no conflict of interest with the Mediator and that the Mediator can conduct a mediation within the required time frame under these Rules, shall then complete the Mediation Selection Form designating a Mediator from the Roster (or enter the Mediator's contact information on the Order of Reference), and the parties shall be bound by the Court's election.
- e. Parties may designate as the Mediator a person who is not a member of the Roster (i.e., a private mediation provider), but in such instance the parties must complete the mediation process within the deadlines set forth in these Rules. Where the parties elect to mediate with a Mediator who is not on the Roster, the fee structure shall be as agreed to by

the parties and such Mediator is not obligated to provide the first ninety minutes of the initial mediation session without compensation.

f. If the parties wish to choose their own Mediator who is not on the Roster, they shall inform the Part of (a) the name and contact information of the Mediator selected; and (b) date of the first session within the time frame set herein.

g. Co-mediation may occur as part of an apprentice program when one mediator is mentoring another. Co-mediation may also occur when two mediators are appointed to the case. Apprentice mediators' time is non-compensable, whereas appointed Co-mediators' time is compensable, but with the understanding that Co-mediators will split the fee that would otherwise be payable to a single Mediator under these Rules.

h. The Roster shall include mediators or mediation service providers who can provide free and reduced-fee mediation services to qualified participants.

i. Mediators on court rosters shall list their relevant biographical information, experience, areas of expertise and any language fluency they possess.

VI. THE MEDIATION PROCESS

a. **Client Preparation:** Counsel shall prepare for their case to be referred to mediation by:

i. Informing their clients about the Court's mediation program and its expectations and requirements.

ii. Identifying the information and material that may be useful to exchange with other parties in advance of mediation, including any information required to be exchanged by any discovery protocol prescribed by the Part.

b. **Pre-mediation Memoranda:** The parties shall provide a five page-limited confidential memorandum setting forth their view as to the facts, the issues that are in dispute, suggestions as to how the matter might be resolved, as well as such other information concerning the litigation as the mediator deems necessary for the effective negotiation and resolution of the issues. No portion of the confidential memorandum shall be disclosed to the Court, nor, unless otherwise agreed by the parties, to any other party to the proceeding. Any departure from the requirements set forth herein may be authorized by the Part or the Mediator.

c. **Pre-mediation Conference Calls:** The Mediator may request a conference call regarding any preliminary matters and may thereafter meet or speak privately with any party and their respective counsel prior to or during a mediation session.

- d. **Initial (and Subsequent) Sessions:** The initial mediation shall be held within thirty (30) days after the date the Mediator confirms acceptance of the case. The initial session and any subsequent session shall take place at the mediator's office, unless a different location is identified in another specific court sponsored mediation program or otherwise agreed to by the Mediator and the parties that permits the effective conduct of the mediation and preserves confidentiality and safety (e.g., by video conference or telephone).
- e. **Informed Consent:** At the beginning of the initial session, the Mediator shall:
- i. Explain to all parties that all communications are governed by the Confidentiality provisions of these Rules
 - ii. Explain that any party may, during the initial session or at any time thereafter, end the mediation process and return to Court
 - iii. Request that all parties acknowledge in writing that they were informed of and understand the voluntary and confidential nature of the mediation process (e.g., Mediation Participant Statement of Understanding).
- f. **Caucus:** At any point in the process either party, their counsel, or the Mediator may suggest meeting separately with the Mediator in caucus. During the caucus, the Mediator may explore how that party views the dispute and the impact of any proposed solutions. The Mediator keeps confidential the information discussed in caucus unless the caucusing party permits disclosure.
- g. **Time to Complete Mediation:** Unless otherwise permitted by the Part, the parties shall complete the mediation process within forty-five (45) days of issuance of the Order of Reference.
- h. **Mediator Report:** Within five (5) business days after the conclusion of the mediation sessions, the Mediator shall send a Report of Mediator Form ("Mediator Report") to the Court that states:
- i. The date of the first session;
 - ii. The date of the final session;
 - iii. Number of sessions;
 - iv. Format of session(s) (i.e., in-person, video, telephone); and
 - v. Outcome of the session(s) (e.g., whether the parties reached partial, complete, or no agreement on the issues).
- i. **Mediation Survey:** Following the conclusion of the mediation, parties/counsel shall complete a Post Mediation Survey found on the District's ADR webpage. The survey is meant to track participant satisfaction and shall not include any details of the substance of the case or mediation.

j. **Independent of Litigation Track:** Mediation of a case is independent from the litigation track for the case. Unless directed otherwise by the Administrative Judge, all deadlines and proceedings, including discovery, motion practice and trials, shall not be extended or stayed during mediation.

VII. FEES AND MEDIATOR COMPENSATION

a. The Court itself does not charge or administer fees for mediation.

b. CDR_C services are offered for a nominal administrative fee or the non-profit's sliding scale depending on the type of case and services provided.

c. **Initial Session:** Court Roster Mediators shall not be compensated for the first ninety (90) minutes of the initial mediation session under the Program. Mediators shall also not be compensated under the Program for preparation time or administrative tasks. Unless otherwise provided in these Rules or agreed upon by the parties in writing, the Mediator's fee structure shall be as set forth in the Program's Mediation Fee Agreement.

d. **Mediation Fee Agreement:** At or any time prior to the beginning of the initial in-person mediation session, the parties, counsel and the Mediator shall enter into a Mediation Fee Agreement, which shall be in the form accompanying these Rules, except as otherwise agreed to in writing by the parties, counsel, and the Mediator.

e. Unless otherwise agreed to by the parties, counsel and the Mediator in a signed writing, mediation continued beyond the first ninety (90) minutes of the initial mediation session will be billed by the Mediator at a rate of \$400/hour (unless a different amount is identified in another specific court sponsored mediation program) to be split evenly among the parties who continue the mediation beyond the first ninety (90) minutes of the initial mediation session, subject to any indigency exception set forth herein.

f. At the expiration of the first ninety minutes of the initial session as previously defined, any party may elect not to continue with the mediation, which decision must be immediately communicated orally or in writing to the Mediator and all parties. In such situation, despite the fact that one or more parties have opted out of mediation, mediation can continue as to those parties desiring to continue, to the extent that the mediation can be meaningful without participation by the party or parties that opted out.

g. **Co-Mediation:** When a case is co-mediated by two appointed Court Roster Mediators, the Mediators shall split the set hourly rate.

VIII. PARTICIPATING IN MEDIATION

a. **Party Participation:** Parties are required to attend all mediation sessions. The Mediator has the discretion to allow remote participation in mediation.

- b. **Attorney Participation:** Parties are strongly encouraged to participate in mediation with counsel.
- c. **Non-Party Participation:** If a non-party is invited to participate in the mediation, which participation must be agreed to by the parties and the Mediator, the Mediator shall obtain the participating non-party's written consent as to confidentiality and any other matters requested by the parties, as facilitated by the Mediator.
- d. **Opting-Out:** A case otherwise subject to mediation may be exempted from such mediation upon a showing of good cause. A party seeking an exemption shall apply for leave of Court to be exempted. Failure to seek an exemption in this manner shall constitute a waiver of any objection to the mediation referral. If the court grants leave to "Opt Out" from referral to mediation, then the case shall not proceed to mediation at that time.
- e. **Compliance:** Failure to comply with these rules may subject the offending party or attorney to sanctions, including but not limited to sanctions under CPLR §3126 and Rules of the Chief Administrative Judge PART 130. Costs And Sanctions.

IX. CONFIDENTIALITY

- a. Mediation with a Court Roster Mediator shall be confidential and, except as otherwise provided, any document prepared, or communications made, by parties, their counsel or a Mediator for, during, or in connection with the proceeding shall not be disclosed outside its confines by any participant. No party to the proceeding shall, during the action referred to mediation or in any other legal matter, seek to compel production of documents, notes, or other writings prepared for or generated in connection with mediation, or the testimony of any other party or the Mediator concerning communications made during the proceeding. A settlement, in whole or in part, reached during mediation shall be set forth in a writing signed by all parties affected or their duly authorized agents. Documents and information otherwise discoverable under New York Law shall not be shielded from disclosure merely because they are submitted or referred to in mediation.
- b. Notwithstanding these confidentiality provisions, communications and information may be subject to disclosure in any present or future judicial or administrative proceeding in any of the following circumstances:
 - i. **Attendance:** Whether any parties/counsel failed to attend the initial session will be reported to the court.
 - ii. **Session Information:** The Mediator may report to the Court whether the parties are requesting additional mediation sessions as well as the date of any mediation session.
 - iii. **Waiver:** Parties to the mediation and the Mediator may agree to waive confidentiality. The waiver must specify the individual communication(s) or

information that will be disclosed, the person or entity to whom the disclosure will be made, and the purpose of the disclosure. All waivers shall be in writing.

iv. Written Agreement: A writing signed by all the parties embodying a negotiated agreement submitted to the Court for review. Only those signed agreements that have become court orders or decrees may be admissible in any present or future judicial or administrative proceeding.

v. Threats of Imminent, Serious Harm: If a communication or information constitutes a credible threat of serious and imminent harm, either to the speaker or another person or entity, the appropriate authorities and/or the potential victim may be notified.

vi. Allegations of Child Abuse or Neglect: If a communication or information relates to an allegation of child abuse or neglect as defined in Family Court Act §1012 (e) and (f) and Social Services Law §412, and for which disclosure is required pursuant to Social Services Law §413, appropriate authorities may be notified.

vii. Mediation Survey: The mediation survey may be disclosed to the Administrative Judge or applicable ADR Coordinator as set forth above, including for purposes of determining whether to re-certify a Mediator to a Roster or whether to remove a Mediator from a Roster.

viii. Unprofessional Conduct: A party, counsel to a party, or the Mediator, may report to an appropriate disciplinary body any unprofessional conduct engaged in by the Mediator or counsel to a party.

ix. Collection of Fees: The Mediator may make general references to the fact of the mediation services rendered in any action to collect an unpaid, authorized fee for services performed under these Rules.

X. MEDIATORS

a. Qualifications

i. The Administrative Judge shall establish, and the ADR Coordinator shall maintain, a roster of trained mediators ("The Roster") for the Program which shall be available on the applicable Court or Part website within the District. To be eligible to join the Roster as a Mediator, a person shall satisfy the training and experience requirements of PART 146. Guidelines For Qualifications and Training of ADR Neutrals Serving On Court Rosters | NYCOURTS.GOV of the Rules of the Chief Administrative Judge as follows:

1. All Court Roster Mediators shall have received at least:
 - a. 24 hours of basic mediation training;
 - b. 16 hours of additional training in the specific mediation techniques applicable to specific subject areas of the types of cases referred to them;
 - c. Any additional training or experience required in another specific court sponsored mediation program.

2. All Court Roster Mediators shall have recent experience mediating actual cases in the subject area of the types of cases to be referred to them. Mediation experience can be achieved by:

- a. Mediating at least three (3) Court cases which were filed within a State or Federal Court in New York, or
- b. Completing a Court Mediation Apprenticeship, which shall include:
 - i. Observing at least one (1) mediation, regardless of case type;
 - ii. Co-mediating three (3) Court cases in the subject area of the types of cases to be referred to them;
 - iii. Debriefing all observations and mediations with a Court Roster Mediator or ADR Coordinator; and
 - iv. Evaluation by a Court Roster Mediator or ADR Coordinator.
- c. All Court Roster Mediators must receive six hours of approved Continuing Legal Education either in relevant substantive law or the mediation of disputes relevant to their practice areas.
- d. Fulfillment of these requirements does not guarantee acceptance onto the Roster. Final placement on a Roster or continuation on a Roster is in the discretion of the District Administrative Judge under Part 146 of the Rules of the Chief Administrator.

b. **Immunity**

i. The Mediator shall be immune from suit as a result of any conduct or omission made during performance of duties in that official capacity to the extent permissible by law and shall be held harmless and indemnified against any costs incurred by the Mediator in connection with any claim based on such actions or omissions to the extent permitted by applicable law, including Public Officer's Law Section 17.

c. **Avoiding Conflicts of Interest:**

i. Before accepting an appointment as a Mediator, and within 72 hours of being contacted for possible retention for Mediation to mediate a case under these Rules, a Mediator shall make an inquiry that is reasonable under the circumstances to determine whether there are any known facts that a reasonable individual would consider likely to affect the impartiality of the Mediator, including a financial or personal interest in the outcome, and an existing or past relationship with a party or their attorneys or foreseeable participant in the mediation. If the Mediator wishes to accept an appointment after discovering a potentially disqualifying fact, the Mediator shall disclose the disqualifying fact to the parties and shall not serve unless the parties consent thereto in writing. If, after accepting a case, a Mediator learns of any disqualifying fact, the Mediator shall disclose it to the parties as soon as practicable.

If such conflict is not waived by the parties, or if, such conflict might reasonably be viewed as undermining the integrity of the mediation, the Mediator shall withdraw and notify the parties and the Court.

d. **Quality Assurance**

i. The ADR Coordinator shall develop and promulgate consistent practices for ensuring mediator quality and fitness. Such practices may include, but are not limited to:

1. Observing mediators periodically;
2. Providing and/or requiring continuing education relevant to mediating cases;
3. Debriefing cases with mediators.

ii. Any Roster mediator or prospective mediator may be observed at any time by the ADR Coordinator or staff of the NYS Unified Court System's Statewide ADR Office, before appointment on the Roster or to remain on the Roster.

e. **Mediator Standards of Conduct**

i. Mediators on court approved rosters must adhere to the Standards of Conduct to be established or adopted by the Office of Court Administration in conducting their mediations.

XI. ADR COORDINATOR

a. The ADR Coordinator shall oversee the administrative requirements of the Program, which includes but is not limited to:

- i. Monitoring all proceedings referred to mediation;
- ii. Providing information to the Court on the status of cases referred to mediation;
- iii. Maintaining statistical data on the Program.

Honorable Anne E. Minihan
Administrative Judge, Ninth Judicial District

05/2025 Version

For additional information regarding the Districtwide Presumptive Mediation Program and the court's other alternative dispute resolution (ADR) programs visit the Court's ADR webpage: <https://ww2.nycourts.gov/courts/9jd/ADR.shtml>



9JD ADR webpage

**EXTRACT OF MINUTES
(Supplemental Bond Resolution Mansion Street Bridge)
(R-26-40)**

**SPONSORED BY: COUNCILMEMBERS SHOOK, PATTERSON THOMPSON, MENIST,
BROWN, JAMES, AND GRANT**

A regular meeting of the Common Council of the City of Poughkeepsie, Dutchess County, New York was convened in public session at the Council Chambers, City Hall, Poughkeepsie, New York on May 19, 2026 at 6:30 o'clock p.m., local time.

The meeting was called to order by Councilmember at Large Da'Ron Wilson, and, upon roll being called, the following members were:

PRESENT:

Councilmember at Large Da'Ron Wilson
Councilmember Ernest Henry
Councilmember Evan Menist
Councilmember Terriciana Brown
Councilmember Nathan Shook
Councilmember Ondie James
Councilmember Christopher Grant
Councilmember Nedra Patterson Thompson
Councilmember Daniel Atonna

ABSENT:

The following persons were ALSO PRESENT:

Deputy Commissioner of Finance Karen Sorrell

The following resolution was offered by Councilmember_____,
seconded by Councilmember_____, to wit;

**SUPPLEMENTAL BOND RESOLUTION REGARDING R19-81 MANSION STREET
BRIDGE PROJECT AND WASHINGTON STREET BRIDGE PROJECT**

WHEREAS, the City of Poughkeepsie, Dutchess County, New York (the "City") has previously approved its Bond Resolution No. R19-81 dated November 18, 2019 regarding the Mansion Street Bridge project (the "Mansion Bond Resolution"), authorizing the issuance of serial bonds for the purposes described therein in an aggregate principal amount not to exceed \$4,338,000; and

WHEREAS, the City of Poughkeepsie, Dutchess County, New York (the "City") has previously approved its Bond Resolution No. R19-35, as supplemented by R24-91 and last supplemented by R25-24 dated April 15, 2025 regarding the Washington Street Bridge and Garden Street Bridge projects (the "Washington Garden Bond Resolution"), authorizing the issuance of serial bonds for the purposes described therein in an aggregate principal amount not to exceed \$24,646,496; and

WHEREAS, the City has issued its \$400,000 bond anticipation notes pursuant to the Mansion Bond Resolution, and based on currently available federal funding and expenditures for the referenced projects, it is necessary to apply a portion of such proceeds for additional

engineering, inspection and construction costs of the Washington Street Bridge project and to modify the plan of financing as set forth herein;

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

SECTION 1. The Mansion Bond Resolution is hereby amended and supplemented by adding an additional Section 3-a to read as follows:

SECTION 3-a. A portion of the bonds authorized in the amount of up to \$40,317 may be applied to additional engineering, inspection or construction work for the Washington Street Bridge project authorized by the Washington Garden Bond Resolution.

SECTION 2. This resolution shall take effect immediately.

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

Councilmember at Large Da’Ron Wilson	VOTING ____
Councilmember Ernest Henry	VOTING ____
Councilmember Evan Menist	VOTING ____
Councilmember Terriciana Brown	VOTING ____
Councilmember Nathan Shook	VOTING ____
Councilmember Ondie James	VOTING ____
Councilmember Christopher Grant	VOTING ____
Councilmember Nedra Patterson Thompson	VOTING ____
Councilmember Daniel Atonna	VOTING ____

The foregoing resolution was thereupon declared duly adopted.

Submitted to Council: Council Action: Roll call vote taken: Yes ____ No ____ Ayes ____ Nays ____ Abstain ____ Absent ____ Approved by Mayor on _____ Mayor’s Signature _____ Yvonne Flowers	I hereby certify the foregoing to be a true and correct copy of Resolution 26-__ duly adopted at a regular meeting of the Common Council held May 19, 2026. _____ City Chamberlain
---	--

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) He is the duly qualified and acting Chamberlain of the City of Poughkeepsie, Dutchess County, New York (hereinafter called the "City") and the custodian of the records of the City, including the minutes of the proceedings of the Common Council, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Common Council held on the 19th day of May, 2026, and entitled:

SUPPLEMENTAL BOND RESOLUTION DATED MAY 19, 2026

SUPPLEMENTAL BOND RESOLUTION REGARDING MANSION STREET BRIDGE PROJECT AND WASHINGTON STREET BRIDGE PROJECT

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the City. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Common Council was present throughout said meeting, and a legally sufficient number of members (two-thirds of the Common Council) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the City and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this ____ day of May, 2026.

-SEAL-

Jamar Cummings
City Chamberlain

A LOCAL LAW AMENDING THE ZONING MAP OF THE CITY OF POUGHKEEPSIE
(Milton Street, known by tax grid #6162-73-623227)
(LL-26-05)

**INTRODUCED BY COUNCILMEMBERS SHOOK, PATTERSON THOMPSON;
MENIST, BROWN, JAMES AND GRANT**

WHEREAS, Maselo Realty, LLC has made application to the City of Poughkeepsie to rezone a certain nine (9) acre vacant parcel of land on Milton Street, known by tax grid #6162-73-623227 from RNA to RND; and

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

WHEREAS, pursuant to City of Poughkeepsie City Code Section 19-4.1(6)(a)¹, a rezoning to PRD is effective for twelve months and the Common Council is authorized to grant extensions to the approval up to a maximum of 3 years and 6 months; and

WHEREAS, all extensions of the previous approval have been exhausted; and

WHEREAS, the applicant seeks a rezoning to RND for the same exact development plan; and it was determined by staff in the Development Department that a rezoning to RND would require fewer area variances from the Zoning Board of Appeals.

WHEREAS, the Planning Board served as lead agency for this application pursuant to the State Environmental Quality Review Act (SEQRA) and a conditioned negative declaration of environmental significance was adopted on March 24, 2026.

SECTION 1. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, a local law amending the City of Poughkeepsie Zoning Map to change the zoning of the following parcel from Residential Neighborhood A (RNA) to Residential Neighborhood D (RND).

Milton Street, known by tax grid #6162-73-623227, comprising approximately 9 acres.

SECTION 2. This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

SECONDED BY COUNCILMEMBER _____

¹ Previously Code Section 19-3.18(6)(a) prior to November 2024.

RESOLUTION

(R-26-41)

**RESOLUTION APPROVING LICENSE AGREEMENT FOR THE OPERATION OF
A RESTAURANT AND CONCESSION STAND SPACE AT STITZEL FIELD**

**INTRODUCED BY CHAIR WILSON; COUNCILMEMBERS SHOOK, PATTERSON
THOMPSON, BROWN AND GRANT**

WHEREAS, after a competitive process in which the City received responses to a Request for Proposals seeking an operator for the Restaurant and Concession Stand space at Stitzel Field, the Common Council determines that it is appropriate to enter into a license agreement with Cape Tiger Foods, LLC.

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 Cape Tiger Foods, LLC upon the terms and conditions annexed hereto as Exhibit A 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 , 2026 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 "**LICENSOR**" or the "**CITY**", and **CAPE TIGER FOODS, LLC** having a principal place of business at 33 Academy Street, Poughkeepsie, New York 12601 hereinafter called "**LICENSEE**."

W I T N E S S E T H :

WHEREAS, LICENSOR is the owner of the premises located at 35 Lincoln Avenue, City of Poughkeepsie, New York; and

WHEREAS, LICENSOR desires to make an eatery/food concession available to the public using this premises; and

WHEREAS, LICENSEE desires to operate and manage the aforesaid eatery/food concession; and

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

1. **LICENSOR** hereby grants to **LICENSEE** and **LICENSEE** hereby accepts from the **LICENSOR** a license to manage and operate for the period herein stated and subject to all the terms and conditions herein contained, the following described license for the privilege of operating the eatery/food concession at 35 Lincoln Avenue, Poughkeepsie, New York, to be located in the Concession Building and the adjacent outdoor dining area at Stitzel Field within Eastman Park as shown on Exhibit A, attached hereto and made a part hereof . It is understood and agreed between the parties that this agreement is intended to be only a license to utilize the premises and no part thereof shall be interpreted as being any for of lease.

2. Said eatery/food concession shall include and be limited to the privilege of furnishing food services and the sale of various food and beverage items provided, however, that such sale does not violate any other state or local statute, rule or regulation, and all food sold shall be of good quality.

3. 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 the fifth anniversary hereof unless sooner terminated as herein provided, or unless the **LICENSOR** 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 a public purpose as a public concession/eating facility. This

license shall cease and terminate without notice to **LICENSEE** and without opportunity to cure in the event that the licensed premises are closed for business for more than thirty consecutive calendar days.

After the fifth (5th) anniversary of this License Agreement, **LICENSEE** shall have the right to terminate this license on 30 days' notice to the **LICENSOR**, provided that **LICENSEE** shall only have the right to terminate this license during November and December of any calendar year.

4. **LICENSEE** shall also have the option of deciding its operating hours provided that **LICENSEE** shall in no event open earlier than 6:00 a.m. or close later than 10:00 p.m., except in connection with events open to the public intended for the entertainment or edification of the attendees. **LICENSEE** shall operate a minimum of six (6) months during the year, subject to weather conditions, recognizing that it may wish to close during colder months when outdoor activities are not occurring.

5. Beginning on the "Commencement Date" **LICENSEE** shall pay to **LICENSOR**, as compensation for the privilege, granted pursuant to this license agreement, of operating the concession at 35 Lincoln Avenue, as set forth below, The **LICENSEE** shall have the option to extend the term of the license agreement, the "Renewal Term", for one (1) additional period of five years if approved by the **LICENSOR**.

Year 1 months 1-6 – \$1,000
Year 1 months 7-12 – \$2,000
Year 2 – \$2,250
Year 3 – \$2,500
Year 4 – \$2,750
Year 5 – \$3,000

RENEWAL TERM:

Year 6 – \$3,250
Year 7 – \$3,500
Year 8 – \$3,750
Year 9 – \$4,000
Year 10 – \$4,250

The "Commencement Date" shall be the date of execution of this agreement. The monthly rental compensation set forth above is a result of **LICENSEE**'s initial start-up investment of capital costs in improvements to the building in the approximate range of \$50,000 to \$150,000.

LICENSOR hereby agrees, for the convenience of **LICENSEE** that **LICENSEE** shall pay the monthly rent in twelve (12) equal monthly installments with the monthly payment due on the 1st day of the month in which the monthly payment is due. Should the monthly payment not be received by the fifteenth day of the month in which the monthly payment is due, **LICENSEE** shall pay a late fee of ten (10%) percent of the monthly payment. **LICENSOR** may revoke

LICENSOR'S privilege to pay in monthly installments should the **LICENSEE** fail to make three (3) consecutive monthly payments on or before the fifteenth of the month during any one calendar year.

Such rent above is the monthly rent under this License and as such, **LICENSEE** is free to operate more than six (6) months at that specified monthly rent. **LICENSEE** shall, pursuant to Paragraph "4", be open a minimum of six (6) months per year.

6. The **LICENSEE** shall deposit with the **LICENSOR** the sum of 1/6th of that year's total annual rent to serve as Security. At the start of the each year of the lease term, i.e. when the Rent increases pursuant to paragraph 5, the **LICENSEE** shall submit such additional amounts necessary so that the Security Deposit equals 1/4th of that year's annual Rent.

7. The **LICENSEE** shall be liable and responsible for all water & sewer charges, sanitation charges and utility and heating costs including electricity attributable to the licensed premises and its operation thereof, and, in addition, all costs associated with the proper functioning of the alarm system including monitoring, if applicable.

8. The **LICENSEE** shall be responsible for ordinary maintenance of the licensed premises, including litter removal and general maintenance of the outdoor dining area as shown on Exhibit A hereto. The area to be kept clean and maintained by the **LICENSEE** shall include the subject structure and an area within twenty-five (25) feet of the exterior of the structures, including the outside dining area. **LICENSEE** shall have the right to lock the exterior restrooms during non-business hours. **LICENSEE** shall have no obligation to remove snow from or otherwise maintain any parking areas.

9. **LICENSEE** may install such equipment, as **LICENSEE** deems necessary for the proper operation of this license and shall make full payment for the same and shall maintain all equipment, fixed and expendable, in good order and repair at **LICENSEE's** sole cost and expense during the term of this license, subject to prior written notice and approval by **LICENSOR** (which shall not be unreasonably withheld) and inspection and approval by **LICENSOR**. It is further agreed that the **LICENSEE** will, within ten (10) days, discharge any and all mechanics' liens filed against the premises hereinabove described which have been filed relative to the **LICENSEE's** operations thereon.

10. Title to all equipment provided by **LICENSEE** except fixed equipment belonging to the **LICENSOR**, shall remain in **LICENSEE** and such equipment shall be removed by **LICENSEE** at the termination of this license except as hereinafter provided. Should any such property remain on the licensed premises after such expiration or termination, the **LICENSOR** may deal with such as though it had been abandoned and charge all costs and expenses incurred in the removal thereof to **LICENSEE**. It is agreed that any and all damage caused by the removal of such items or equipment will be repaired by the **LICENSEE** at its own expense.

11. **LICENSOR** shall be responsible for maintenance and repairs of the waste lines running from the licensed premises to the connection of the City lateral (pump pit) except that **LICENSEE**

shall be liable for the cost of any repairs made necessary by the operation of the kitchen at the licensed premises, including an interior grease trap of a size and design satisfactory to **LICENSOR**. The **LICENSEE** shall maintain regular maintenance logs of the cleaning of the interior grease traps and the City has the right to review the maintenance logs within a reasonable time after requested.

12. **LICENSEE**'s obligation to observe and perform all of the terms, covenants and conditions of this license shall survive the expiration or the termination thereof.

13. **LICENSEE** shall not remove any property currently located on the premises, without prior written approval of the **LICENSOR**.

14. **LICENSEE** at the sole cost and expense of **LICENSEE** shall maintain the building assigned to the **LICENSEE** in full and complete repair to the satisfaction of the **LICENSOR** during the term of this license.

15. During the term of this agreement, **LICENSEE** shall at all times while **LICENSEE** is open for business keep clean and maintain in sanitary condition the public bathrooms. **LICENSEE** shall supply an adequate quantity of the necessary paper products and soap for use by the public while **LICENSEE** is open. The public toilets shall remain accessible to, and available for use by, the public starting at 9:00 am at minimum and through all hours that the park is open throughout term of this license, subject to the limitations on **LICENSEE**'s obligations set forth above. **LICENSEE** shall provide notice to the City Administrator and the Commissioner of DPW, either by email to the individual holding those positions or by regular mail, no later than 15 days before closing the business for the colder months so that the City is on notice of its obligation to commence cleaning activities.

16. **LICENSEE** shall procure at **LICENSEE**'s own cost and expense all permits and licenses necessary for the legal operation of this license. **LICENSOR** agrees to be responsible for any building department fees; **LICENSEE** agrees to comply with all state and local building codes.

17. **LICENSEE** 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 premises, building or spaces, covered by this license for any purpose whatsoever without first obtaining the written consent of the **LICENSOR**, nor shall the license be transferred by operation of law, without the prior written approval of **LICENSOR** who will not unduly withheld such a request.

18. **LICENSEE** agrees not to employ callers, criers, or any other means of soliciting business, without the approval of the **LICENSOR**, and not to advertise said license in any manner or form on or about the premises licensed to it, without such approval. Nothing contained in this license shall limit the **LICENSEE**'s right to advertise its business operations at the **LICENSED PREMISES** provide that such advertising does not reference this license or the **LICENSOR**'s ownership of the **LICENSED PREMISES** in any way.

19. (a) **LICENSEE** may make any such repairs, alterations, additions or improvements to the Licensed Premises **LICENSEE** may deem desirable, subject to all applicable State and local regulations and subject to the consent of **LICENSOR** which may be granted or withheld in its sole and unfettered discretion.

(b) Unless otherwise agreed to herein or in a later writing signed by both parties, any repairs, alterations, additions or improvements made on or to the licensed premises by **LICENSEE** shall be made at the sole cost and expense of **LICENSEE** and shall become the property of **LICENSOR** immediately upon their annexation to the demised premises.

(c) **LICENSEE** shall have no claim against **LICENSOR** for any such repairs or upgrades and **LICENSEE** agrees that it will indemnify and hold **LICENSOR** harmless from any liability on account of repairs or upgrades made by **LICENSEE**.

20. **LICENSEE** agrees that should any building or structure upon the premises 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 **LICENSOR** and **LICENSEE**, either party, at its option, may, on notice in writing to the other party cancel and terminate this license, and all rights and privileges hereunder shall cease, provided that **LICENSOR** shall only have the right to terminate this license if the **LICENSEE** is unable or unwilling to make the repairs necessary to restore the premises to an operable condition.

21. **LICENSEE** 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.

22. **LICENSEE** shall keep the spaces and/or buildings licensed to **LICENSEE** and the surrounding areas clean and neat at all times while **LICENSEE** is open, including the fumigating, disinfecting and deodorizing of same and all the refuse shall be kept in closed containers.

23. **LICENSEE** agrees that at all times free access will be given to representatives of **LICENSOR**, the Department of Health and other state or federal or municipal officials having jurisdiction for inspection purposes. **LICENSEE** further agrees that, if notified by **LICENSOR** or its representative that any part of licensed premises or the facilities thereof is unsatisfactory, **LICENSEE** will remedy the same at once.

24. **LICENSEE** 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 **LICENSEE** hereby expressly releases and discharges **LICENSOR**, 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.

25. **LICENSEE** 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 **LICENSOR** affecting the licensed premises in regard to all matters.

26. **LICENSEE** expressly agrees to hold **LICENSOR**, 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 operation of this license, or from the negligence or carelessness of employees of **LICENSEE**, and **LICENSEE** expressly agrees to indemnify **LICENSOR**, its agents, officers, and employees of any recoveries against them, individually and/or jointly, arising from same.

27. **LICENSEE** shall at its own cost and expense take out and maintain such insurance for the term of this license as will protect the **LICENSEE** from claims under the Workmen's Compensation Act; and shall also take out and maintain such public liability as will protect **LICENSEE** (including agents and sub-licensees, if any) and **LICENSOR** from any claims for personal injuries, including death, arising out of, incurred or caused by operations under this license by **LICENSEE** or otherwise arising out of this license. The policies shall provide the amounts of insurance elsewhere mentioned and before delivery of the license all policies shall be submitted to **LICENSOR** for approval. Each insurance policy shall name the City of Poughkeepsie as an "additional named insured" thereof, and shall be delivered to the **LICENSOR**. 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."

If, at any time, any of the said policies shall be or become unsatisfactory to **LICENSOR** as to form or substance or if a company issuing such policies shall become unsatisfactory to **LICENSOR**, and such opinion is deemed justified, **LICENSEE** shall promptly obtain a new policy, submit the same to **LICENSOR** for approval and submit certificate thereof as hereinabove provided. Upon failure of **LICENSEE** to furnish, deliver and maintain such insurance as above provided, this license may, at the election of the **LICENSOR**, be forthwith declared suspended, discontinued, or terminated and any and all payments made by **LICENSEE** on account of this license shall thereupon be retained by **LICENSOR** as liquidated damages. Failure of **LICENSEE** to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve **LICENSEE** from any liability under the license, nor shall the insurance requirements be construed to conflict with the obligations of **LICENSEE** concerning indemnification. All required insurance must be in effect and continued so during the life of the license in not less than the following amounts:

- (a) Workman's Compensation Insurance, unlimited.
- (b) New York State Disability Benefits Policy, unlimited.
- (c) General Liability Insurance with a combined single limit of **TWO MILLION (\$2,000,000.00) DOLLARS** per occurrence naming the City of Poughkeepsie as an additional insured.

In the event that claims in excess of these amounts are filed, the amount of such claims, or any portion thereof may be withheld from payment due or to become due **LICENSEE** until such time as **LICENSEE** shall furnish such additional security covering such claims as may be determined by **LICENSOR**.

28. Should **LICENSOR**, in its sole judgment, decide that **LICENSEE** is not operating the license herein granted in a satisfactory manner, then **LICENSOR** may terminate this license by notice in writing, effective fifteen (15) days from mailing, the license to terminate as though it were the time provided in this license, all rights of **LICENSEE** therein shall be forfeited without any claims for damages, compensation, refund of **LICENSEE** investment, if any, or any other payment whatsoever against **LICENSEE**. The fifteen-day notice to terminate this agreement shall include a statement of the conditions which have caused the notice to be issued and **LICENSEE** 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.

29. In the event this license terminates as aforesaid; any property of the **LICENSEE** within said licensed area may be held by the **LICENSOR** until all indebtedness of **LICENSEE** hereunder at the time of termination of this license is paid in full.

30. **LICENSEE** at the expiration or sooner termination of this license as provided herein, shall quit and surrender the licensed premises and all property thereon.

31. 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 **LICENSOR**, it being the intention of the **LICENSOR** to grant this license personally to the **LICENSEE**.

32. This license cannot be changed orally.

33. The **LICENSEE** shall provide to **LICENSOR** a list of all members of the LLC immediately upon full execution of this license agreement. Any changes to the list of members must be provided to **LICENSOR**.

34. NOTICES:

Where provision is made herein for notice to be given in writing, the same may be given by mailing a copy of such notice by registered mail, or certified mail, addressed to the address set forth below or by delivering a copy of said notice personally.

LICENSEE: **CAPE TIGER FOODS, LLC**
Care of DMA Worldwide, LLC
33 Academy Street
Poughkeepsie, NY 12601
Attention: Damel Harrison

With copy to:

Corbally, Gartland and Rappleyea, LLP
1733 Main Street
Pleasant Valley, NY 12569
Attention: Patrick Gartland, Esq.

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

[SIGNATURE PAGE FOLLOWS]

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

CAPE TIGER FOODS, LLC

BY: _____

CITY OF POUGHKEEPSIE

BY: _____
YVONNE D. FLOWERS, MAYOR

EXHIBIT A



**RESOLUTION
(R-26-42)**

**RESOLUTION INTRODUCING A LOCAL LAW TO REDUCE
THE CITYWIDE SPEED LIMIT FROM 30 MPH TO 25 MPH**

**INTRODUCED BY COUNCILMEMBER SHOOK, PATTERSON THOMPSON, MENIST,
BROWN, JAMES, GRANT AND ATONNA :**

BE IT RESOLVED that an introductory Local Law entitled, “**A LOCAL LAW TO
REDUCE THE CITYWIDE SPEED LIMIT FROM 30 MPH TO 25 MPH** ” 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, _____ 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 _____ .

**ORDINANCE AMENDING §13-189.9
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-26-03)

INTRODUCED BY COUNCILMEMBER PATTERSON THOMPSON:

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

SECTION 1: §13-189.9 is hereby amended by the following modification:

Section 13-189.9 - No parking twenty-three hours starting at 9:00 a.m. on Tuesdays.

When appropriate signs giving notice thereof are erected, parking on the following streets or parts of streets shall be prohibited for a twenty-three-hour period starting at 9:00 a.m. on Tuesdays:

May Street, East side. From Its intersection with Church St., going South until a distance of 185 Feet North of it’s intersection with Forbus St.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by **Underlining and Bold**