



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, June 2, 2026

6:30 PM

Common Council Chambers

**Welcome to the regularly scheduled Meeting of the City of Poughkeepsie
Common Council the date is June 2, 2026, and the time is 6:39pm**

I. ROLL CALL

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

II. REVIEW OF MINUTES

A motion to Approve was made by 3rd Ward Council Member Brown and seconded by 2nd Ward Councilmember Menist.

COMMON COUNCIL MEETING MINUTES OF MAY 19, 2026	
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 Meeting of May 19, 2026

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

A Motion to Refer Items 2 - 4 to Corporation Counsel was made by 7th Ward Council

Member Patterson Thompson and seconded by 2nd Ward Councilmember Menist.

MOTION TO REFER ITEMS 2-4 TO CORPORATION COUNSEL	
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:	

1. **FROM NIKKI HUNG**, a presentation regarding Poughkeepsie Open Studios 2026
2. **FROM DEBRA K. LONG**, a notice of claim for property damage sustained on February 28, 2026
3. **FROM ANGELICA RIVERA**, a notice of claim for personal injuries sustained on March 9, 2026
4. **FROM MAIN ST CONVENIENCE STORE 1 CORP**, a 30-Day Advance notice of adult-use retail dispensary license application

V. PUBLIC PARTICIPATION:

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

Ken Stickle- Catharine Street
Warren Jones -
Laurie Sandow - S. Grand Ave*

***Submitted written comments for the official record**

At 7:15pm, **Councilmember Patterson Thompson** made a motion to go into Executive Session, which was seconded by **Councilmember Brown**.

At 9:00pm, **Councilmember Brown** made a motion to resume the regular Common Council Meeting, which was seconded by **Councilmember Patterson Thompson**.

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

1. **R-26-41**, Resolution Approving License Agreement for the Operation of a Restaurant and Concession Stand Space at Stitzel Field

A motion to Approve was made by 2nd Ward Councilmember Menist and seconded by 3rd Ward Council Member Brown.

MOTION TO APPROVE RESOLUTION R-26-41 - ROLL CALL 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

**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.

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



2. **R-26-43**, Resolution Introducing A Local Law To Amend Certain Subsections Within The City Of Poughkeepsie Code Section 19-5.47 “Short-Term Rental” And To Change The Use Table To (1) Permit Short Term Rentals In All Zoning Districts And (2) To Permit Chickens And Bees To Be Permitted (“P”) Uses and Setting a Public Hearing

A motion to Approve was made by 3rd Ward Council Member Brown and seconded by 2nd Ward Councilmember Menist.

MOTION TO APPROVE RESOLUTION R-26-43 - ROLL CALL 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

**RESOLUTION
(R-26-43)**

**RESOLUTION INTRODUCING
A LOCAL LAW TO AMEND CERTAIN SUBSECTIONS WITHIN THE
CITY OF POUGHKEEPSIE CODE SECTION 19-5.47 “SHORT-TERM
RENTAL” AND TO CHANGE THE USE TABLE TO (1) PERMIT SHORT
TERM RENTALS IN ALL ZONING DISTRICTS AND (2) TO PERMIT
CHICKENS AND BEES TO BE PERMITTED (“P”) USES**

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

BE IT RESOLVED that an introductory Local Law entitled, “A LOCAL LAW TO AMEND CERTAIN SUBSECTIONS WITHIN THE CITY OF POUGHKEEPSIE CODE SECTION 19-5.47 “SHORT-TERM RENTAL” AND TO CHANGE THE USE TABLE TO (1) PERMIT SHORT TERM RENTALS IN

ALL ZONING DISTRICTS AND (2) TO PERMIT CHICKENS AND BEES TO BE PERMITTED (“P”) USES” be and hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law to receive comment from the public on Tuesday, July 7, 2026 at 6:00 pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

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

**RESOLUTION
(R-26-43)**

**RESOLUTION INTRODUCING
A LOCAL LAW TO AMEND CERTAIN SUBSECTIONS WITHIN THE
CITY OF POUGHKEEPSIE CODE SECTION 19-5.47 “SHORT-TERM RENTAL”
AND TO CHANGE THE USE TABLE TO (1) PERMIT SHORT TERM RENTALS IN
ALL ZONING DISTRICTS AND (2) TO PERMIT CHICKENS AND BEES TO BE
PERMITTED (“P”) USES**

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

BE IT RESOLVED that an introductory Local Law entitled, “**A LOCAL LAW TO
AMEND CERTAIN SUBSECTIONS WITHIN THE CITY OF POUGHKEEPSIE CODE
SECTION 19-5.47 “SHORT-TERM RENTAL” AND TO CHANGE THE USE TABLE TO
(1) PERMIT SHORT TERM RENTALS IN ALL ZONING DISTRICTS AND (2) TO
PERMIT CHICKENS AND BEES TO BE PERMITTED (“P”) USES**” be and hereby is
introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess
and State of New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed local law are laid
upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said
proposed local law to receive comment from the public on Tuesday, July 7, 2026 at 6:00 pm in the
Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New
York;

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

SECONDED BY COUNCILMEMBER MENIST

**A LOCAL LAW TO AMEND CERTAIN SUBSECTIONS WITHIN THE
CITY OF POUGHKEEPSIE CODE SECTION 19-5.47 “SHORT-TERM RENTAL” AND
TO CHANGE THE USE TABLE TO (1) PERMIT SHORT TERM RENTALS IN ALL
ZONING DISTRICTS AND (2) TO PERMIT CHICKENS AND BEES TO BE
PERMITTED (“P”) USES**

SPONSOR:

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

~~STRIKETHROUGH INDICATES DELETION~~
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1: Section 19-5.47, subsection (1) “Purpose” is amended as follows:

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

SECTION 2: Section 19-5.47, subsection (2) “Definitions” is amended as follows:

2. **DEFINITIONS:**

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

- A. Bedroom: any habitable space in a dwelling unit other than a kitchen or living room that is intended for or capable of being used for sleeping, is separated from other rooms by a door, is accessible to a bathroom without crossing another bedroom, and contains at least one egress window.
- B. Booking Transaction: any reservation or payment service provided by a Hosting Platform that facilitates a home-sharing or vacation rental transaction between a prospective visitor and a host.
- C. Dwelling Unit: one or more rooms designed, occupied, or intended exclusively for residency purposes with full cooking, sleeping, and bathroom facilities for the exclusive use of a single household. A dwelling unit includes a single-family residence, and each unit of an apartment, duplex, or multiple dwelling structure designed as a separate habitation for one or more Natural Persons but does not include lodging facilities such as city-approved hotels, as defined in Chapter 19 of the City of Poughkeepsie Code of Ordinances.

An accessory dwelling unit constitutes a separate dwelling unit for the purposes of this Section. **However, for an owner-occupied or host-occupied two-family dwelling where one of the dwellings is the primary residence of the owner or host, the second unit may be utilized as a vacation rental.**

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

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

law (such as a corporation).

- K. Owner: any person or entity who, alone or with others, has legal or equitable title to a **property or** dwelling unit. A person whose interest in a **property or** dwelling unit is solely that of a tenant, subtenant, lessee, or sublessee under an oral or written rental housing agreement shall not be considered an owner.
- L. Primary Residence: the primary location that an eligible resident inhabits for housing as documented by the requirements listed in Section 3 (A) of this Section. A Natural Person can only have one primary residence.
- M. Section: This Section 19-5.47 of the City's Zoning Code entitled "Short-Term Rental Regulations."
- N. Short-Term Rental: the renting of a dwelling unit for a period of **30 consecutive days or less** ~~less than a period of 30 consecutive days~~. In the City of Poughkeepsie, there are only two types of permitted short-term rentals: "Home Sharing Rental" or "Vacation Rental" both defined in this subsection.
- O. Vacation Rental: renting for a period of 30 consecutive days or less any dwelling unit **on a property that is the primary residence of the host**, in whole or in part, for exclusive transient use. ~~Rentals of units located within City-approved hotels, motels, and bed and breakfasts shall not be considered vacation rentals.~~ **The following are not eligible to receive a permit for vacation rental for any portion of the structure: City-approved hotels motels and bed and breakfasts. Further, in properties containing more than two dwelling units, only the Eligible Resident's Dwelling Unit is eligible as a vacation rental.**
- P. Visitor: a Natural Person who rents a home-share or vacation rental.

SECTION 3: Section 19-5.47, subsection (4) "Short-Term Rental Permit Conditions" is amended as follows:

- A. Application Requirements. Before any permit under this Section is issued, an application shall be submitted to the Development Department and signed by the Host under penalty of perjury. All applications shall be made on forms provided by the City. The Development Department, at its discretion, may require additional documentation associated with the application as may be necessary to enforce the requirements of this local law. In addition to any other requirements, applicants shall provide the following documentation:
 - 1. Information required for all Short-Term Rental Permits:
 - a. **Proof of Short-Term Rental property as primary residence:**
 - i. A valid New York driver's license, valid New York State identification card or valid Municipal Identification card; **and**
 - ii. **At least one (1) of the following: documents:**
 - a. **Proof of valid motor vehicle registration;**
 - b. **Proof of voter registration;**
 - c. **Federal or state tax returns or other financial documentation;**

d. A utility bill

- b. Proof of possession of the Short-Term Rental, either by valid warranty deed, valid lease, or other verification of the applicant's right to possession of the premises. If the applicant does not own the dwelling unit, the applicant must also provide written documentation from the property owner allowing the applicant to conduct a short-term rental on the proposed licensed premises;
 - c. A sketch **plot** plan identifying **the location of** on-site parking **spaces in relation to the building. A survey may be submitted if available;**
 - d. A sketch floor plan identifying bedrooms, living spaces, emergency evacuation routes and locations of smoke detectors, carbon monoxide detectors and fire extinguishers;
 - e. The maximum number of visitors per night, which shall not exceed the maximum permitted in accordance with subsection 3 (A);
 - f. Proof of insurance;
 - g. A list of platforms that will be used to solicit bookings and correlating URL links, if any; and
 - h. Initial Short-Term Rental permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting of the initial permit;
 - i. Any other information required by regulations promulgated pursuant to this Section.
2. Information specifically required for Home-Sharing Rental Permit
- ~~a. At least two (2) of the following documents indicating that the short-term rental is the applicant's primary residence:~~
 - ~~i. Proof of valid motor vehicle registration;~~
 - ~~ii. Proof of voter registration;~~
 - ~~iii. Federal or state tax returns or other financial documentation;~~
 - ~~iv. A utility bill;~~
 - ~~v. The New York Driver's license, New York State Identification card or Municipal identification card required in subsection (1)(a) above may also serve as one of the two required forms of proof of primary residence.~~
 - a. The name and contact information for any other eligible residents of the proposed home-share who will be serving as hosts, together with proof that each identified host is an eligible resident of the proposed Home-Sharing Rental.
3. Information specifically required for Vacation Rental Permits:
- a. Renewal vacation rental permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous **23** years.
- B. Certification. In submitting their application, the applicant shall self-certify under penalty of perjury under the laws of the State of New York that:
- 1. The information provided in the application is correct and the documentation submitted

- with the application is authentic; and
2. They will comply with all provisions of this Section and all regulations promulgated pursuant to this Section or be subject to the revocation of their home-sharing permit.
 3. For Home-Sharing Rental Permits only: that the applicant lives on-site and will be present in the home-share throughout each visitor's stay;
- C. Application Fee Application fees shall be as set forth on the prevailing City of Poughkeepsie fee schedule adopted by resolution of the Common Council and as such schedule is modified from time to time by resolution of the Common Council.
- D. Issuance of Permit:
1. Home-Sharing Permit: If the Host satisfies the criteria of subsection (3), the Development Department shall issue a Home-Sharing Permit.
 2. Vacation Rental Permits:
 - a. Application Acceptance Window. The Development Department of the City of Poughkeepsie shall designate a 30-day window each year **starting on April 1st to accept consider applications for vacation rental permits (the "Applicant Acceptance Window") and will issue the permits starting April 1st through May 31st each year.** ~~and applications~~ **Applications shall may only be accepted within this Application Acceptance Window if the cap on the total number of vacation rental permits issued is not exceeded, in which case applications will continue to be accepted and permits issued for the current permit year. All permits will expire on May 31 of the following year, regardless of date of issuance.** The Development Department shall cause notice of the application acceptance window to be published at minimum once in the official newspaper at least ~~45~~**30** days prior to the opening of the application acceptance window each year.
 - b. Number of Vacation Rental Permits Issued. There shall be a cap on the total number of vacation rental permits issued each year. The cap shall be equal to one-half of one percent (0.5%) of the number of total housing units within the City of Poughkeepsie as determined by the most recent United States Decennial Census or United States Census Bureau's 5-year American Community Survey, whichever is more recent.
 - c. Vacation Rental Permit Lottery. If the City of Poughkeepsie receives more vacation rental applications during the annual vacation rental application window than the total number of vacation rental permits to be issued under this section, the Development Department shall conduct a lottery system of all valid applications to determine which applicants receive a vacation rental permit. The procedures for the lottery will be set forth in the regulations adopted for administration of this Section.
- E. Duty to Amend Application. If there are any material changes to the information submitted on a Short-Term Rental application, the Host shall submit an amended application on a form to be provided by the City and signed by the Host under penalty of perjury within 30 days of any such changes. For the purposes of this Section, any change to the information required to be included in a home-sharing permit application by subsection (4)(A) of this section shall constitute a material change. Failure to submit an amended application may result in revocation of the permit.
- F. Term of Permit. Notwithstanding any provision of this Code to the contrary, any Short-Term

Rental permit shall be effective for ~~one year from the date of issuance~~ **until the expiration date as indicated on the permit** and require renewal annually.

- G. Renewal of Permit. A Host may renew his or her Short-Term Rental permit by submitting a completed permit renewal application on a form to be provided by the City and signed by the Host under penalty of perjury.
1. **T**he permit renewal application shall identify any information listed in subsection (4)(A) that has changed within the last year. The Development Department reserves the right to review any additional information required by subsection (4)(A), whether or not the information has changed.
 2. If the Host has received any notice of violation or been adjudicated guilty of any New York State Building and Fire Code requirements or of this section 19-4.23, the application for renewal shall include a copy of the notice of violation and/or guilty finding
 3. Renewal Home-Sharing Permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 5 years.
 4. Renewal Vacation Rental Permit applications require an inspection of the rental by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector prior to granting the renewal permit if the rental has not been inspected by the City of Poughkeepsie Building Department and the City of Poughkeepsie Fire Inspector in the previous 2 years.
 5. Submission of a renewal application for a Vacation Rental Permit does not guarantee the issuance of a renewed permit. All renewal applications are subject to the cap on the number of vacation rental permits issued each year and the vacation rental permit lottery.
- H. No Transfer or Assignment. A Short-Term Rental Permit may not be assigned or transferred to any other person or entity.
- I. Revocation of a permit.
1. The grounds upon which a Short-Term Rental permit can be revoked shall include but shall not be limited to:
 - a. The permit was issued in error, or issued in whole or in part as a result of a false, untrue, or misleading statement on the permit application or other document submitted for filing, including but not limited to the schematic or certification;
 - b. If a Home-Sharing permit has been issued and the eligible resident fails to continue to occupy the premises as his, her or their primary residence;
 - c. Use of the property as a Short-Term rental creates a hazard or public nuisance, threat to public safety or other condition which negatively impacts the use and/or enjoyment of surrounding properties, or threatens the peace and good order, or quality of life in the surrounding community;
 - d. Failure to comply with or violating the conditions of the permit or any requirement in Subsection (3);

2. Any permit issued pursuant to this section may be revoked or suspended by the Zoning Administrator or his/her designated agent, after written notice to the permit holder. Written notice shall be served by registered or certified mail, return receipt requested, and by regular mail, to the applicant at the address shown on the application. The notice shall describe the reasons why the City is revoking the permit.

J. Appeals.

1. Upon the denial, suspension or revocation of a permit, the applicant may, within 15 business days from the date of the written notice, file a request for a hearing before the Zoning Board of Appeals. Such request shall be filed with the Zoning Board of Appeals' Secretary. Notice of the date, place and time of the hearing shall be given in writing by mail to the applicant at the address shown on the application. In the event that demand for a hearing is not made within the prescribed time or in the event that the applicant does not timely appear for the hearing, the Building Inspector's decision shall be final and conclusive.
2. The hearing shall commence no later than 30 days after the date on which the request was filed **unless such time period is extended based upon the mutual consent of the applicant and the City.**
3. The applicant shall be given an opportunity to present evidence why such denial of application, or such suspension or revocation of the permit, shall be modified or withdrawn. The Zoning Administrator or his/her designated agent may also present evidence. Upon consideration of the evidence presented, the Zoning Board of Appeals shall sustain, modify or reverse the decision of the Building Inspector or his or her designated agent.
4. In the event the applicant is not satisfied with the decision of the Zoning Board of Appeals, such aggrieved party may file an Article 78 proceeding under the New York Civil Practice Law and Rules. The Article 78 proceeding must be filed within 30 days of the filing of the Zoning Board of Appeals' decision with the City Clerk of the City of Poughkeepsie and service of the same upon the applicant.

SECTION 4: Section 19-5.5 "Principal Use Table" is updated as attached at Exhibit A.

SECTION 5: This Local Law shall take effect immediately upon filing with the New York State Secretary of State.

SECONDED BY COUNCILMEMBER _____:

Article 5

Section
19-5.5Principal use
table

Principal use table.

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

Article 5

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

Article 5

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

Article 5

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

Article 5

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

Section
19-5.6Accessory use
table

Accessory use table.

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

Article 5

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

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☐ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres

b. Total acreage to be physically disturbed? _____ acres

c. Total acreage (project site and any contiguous properties) owned
or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed?

☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☐ No If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:	

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

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☐ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.	

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

v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☐ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No ☐
- Is the project site in the existing district? ☐ Yes ☐ No ☐
- Is expansion of the district needed? ☐ Yes ☐ No ☐

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

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

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

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

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

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
 If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. ☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ii. If mix of uses, generally describe: _____ _____			
b. Land uses and coverytypes on the project site.			
Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

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

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

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:

1. **LL-26-06**, Local Law Amending Administrative Code, Article XV
"Miscellaneous Provisions," Section 15.08 "Residency Requirement for
Officers and Employees"

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

MOTION TO APPROVE LOCAL LAW LL-26-06 - ROLL CALL VOTE	
Yes/Aye:	1st Ward Council Member Henry, 3rd Ward Council Member Brown, 5th Ward Council Member James, 7th Ward Council Member Patterson Thompson, Council Member At-Large Wilson
No/Nay:	2nd Ward Councilmember Menist, 6th Ward Council Member Grant, 8th Ward Councilmember Atonna
Abstain:	None
Absent:	4th Ward Council Member Shook
Result:	Passed

(LL-26-06)

**A LOCAL LAW AMENDING ADMINISTRATIVE CODE, ARTICLE XV
“MISCELLANEOUS PROVISIONS,” SECTION 15.08 “RESIDENCY REQUIREMENT
FOR OFFICERS AND EMPLOYEES”**

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

WHEREAS, the following Local Law is a Type II action under the State Environmental Quality Review Act (SEQRA) at 6 NYCRR 617.5(c)(26) requiring no environmental review under SEQRA; and

WHEREAS, a public hearing was held on April 7, 2026 at 6:15 pm.

~~STRIKETHROUGH~~ INDICATES DELETION

BOLD and UNDERLINE INDICATES ADDED LANGUAGE

SECTION 1. BE IT ENACTED by the Common Council of the City of Poughkeepsie, that Administrative Code, Article XV “Miscellaneous Provisions,” Section 15.08 shall be amended as follows:

Section 15.08. **Residency requirement for officers and employees.**

(a) All persons appointed or hired to permanent positions as officers or employees of the city, after the effective date of this section shall, within six (6) months from the date of appointment or hire, be residents of the city and shall remain residents of the city during their term of office or employment. A violation of this local law shall result in immediate termination of office or employment.

(b) Notwithstanding the provisions of subsection **(a)** preceding, all persons appointed or hired to permanent positions as police officers of the city and who are included within the collective bargaining unit represented by the Poughkeepsie police benevolent association, Inc., shall, within six (6) months from the date of appointment or hire, be residents of the City of Poughkeepsie or reside at a location that is within ~~ten (10) miles from any boundary of the City of Poughkeepsie,~~ **the distance agreed upon in the collective bargaining agreement** and shall remain residents of either of such areas during their term of office or employment. A violation of this local law shall result in immediate termination of office or employment.

(c) Notwithstanding the provisions of subsection **(a)** preceding, all persons appointed or hired to permanent positions as firefighters of the city and who are included within the collective bargaining unit represented by local 596, International Association of Fire Fighters shall, within

six (6) months from the date of appointment or hire, be residents of the city or reside at a location that is within the distance agreed upon in the collective bargaining agreement ~~thirty (30) miles from any boundary of the city~~, and shall remain residents of either of such areas during their term of office or employment. A violation of this local law shall result in immediate termination of office or employment.

(d) Notwithstanding the provisions of subsection (a) preceding, all persons appointed or hired to permanent positions as employees of the city and who are included within the collective bargaining unit represented by civil service employees association, inc., local 1000, afscme, afl-cio, City of Poughkeepsie unit, Dutchess County local 814, shall, within six (6) months from the date of appointment or hire be residents of the city or reside at a location that is within the distance agreed upon in the collective bargaining agreement ~~ten (10) miles of any boundary of the city~~, and shall remain residents of either of such areas during their term of office or employment. A violation of this local law shall result in immediate termination of office of employment.

(e) Notwithstanding the provisions of subsection (a) preceding, all persons appointed or hired to permanent positions as ~~employees-department heads~~ of the city shall, within six (6) months from the date of appointment or hire, be residents of the city or reside at a location that is within ten (10) miles of any boundary of the city and shall remain residents of either of such areas during their term of office or employment, provided, however, that this subsection shall not be applicable to those employees defined as public officers pursuant to the Public Officers Law and notwithstanding those employees so designated as public officers pursuant to the Public Officers Law, this subsection shall also not be applicable to the following officers and employees of the city who shall be city residents unless granted a waiver pursuant to subsection (f), below, including the city administrator, ~~budget analyst~~, chief of police, fire chief, commissioner of finance, commissioner of assessment, city chamberlain, ~~building inspector~~ commissioner of development, corporation counsel, ~~assistant corporation counsels~~, ~~director of development~~, commissioner of public works, ~~city engineer~~, and commissioner of human resources and recreation supervisor. ~~A violation of this section shall result in immediate termination of employment.~~ If an officer/employee is found to be in violation of this section, they shall be given a sixty (60) day warning to correct their residency. Failure to correct their residency shall result in termination or demotion to a position that does not include a residency requirement.

(f) Waiver

1. Current City employees being promoted to chief of police, fire chief, commissioner of finance, commissioner of assessment, city chamberlain, commissioner of development, corporation counsel, commissioner of public works, or commissioner of human resources and have served the City for a minimum of five (5) years are eligible for a waiver as set forth in subsection (f)(3).

2. If there is no internal candidate available to be promoted, and in the event that after a reasonable recruitment period (which shall be no less than 60 days), a position cannot be filled, by the appointment of a qualified City resident or a qualified nonresident who is prepared to become a resident within 180 days of his or her permanent appointment, a waiver of the residency requirements for said positions may be granted to a candidate who lives within Dutchess County as follows:

a. By the Mayor: chief of police, fire chief, commissioner of finance, commissioner of assessment, commissioner of development, commissioner of public works, and commissioner of human resources.

b. By both the Mayor and the Common Council: city chamberlain, corporation counsel.

3. Nothing herein shall be interpreted as excluding City residents, or qualified nonresidents who are prepared to become City residents, from consideration if that individual submits their application after the initial 60-day recruitment window. City residents, or qualified nonresidents who are prepared to become City residents, may be considered at any stage of the recruitment process.

4. The person or body authorized to grant the waiver shall certify, in writing, to the Common Council the facts and circumstances supporting the determination to grant the waiver including the actions taken during the recruitment period to find a qualified City resident. Such waiver shall apply only to the specific individual for which the certification and waiver was granted.

SECTION 2. The Commissioner of Human Resources in office as of the date of adoption of this local law is grandfathered from the provisions of this local law.

SECTION 3. This local law shall become effective immediately upon filing with the Secretary of State of the State of New York in accordance with the requirements of the Municipal Home Rule Law.

2. **Second 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.

A motion to Table was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

MOTION TO TABLE ORDINANCE O-26-03 - ROLL CALL 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

**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: §13-175 is hereby amended by the following addition:

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.

ADDITIONS denoted by **Underlining and Bold**

XII. MAYOR'S COMMENTS:

I thank the council for passing the residency local law — it gives us flexibility to recruit a wider pool of applicants while still encouraging hires to move into the City of Poughkeepsie. I understand and respect differing opinions, but the change should help fill hard-to-staff positions and attract talent who live just outside the city.

I also want to invite everyone to First Fridays starting at Merrill Square (kickoff at 5:30), continuing on Main Street through the season. These are being hosted by the Downtown Poughkeepsie Business Improvement District (BID). Please join the Pride Parade on Saturday, June 13 (lineup 11:00, start 12:00, activities until 4:00) and the Juneteenth events on June 20 (parade lineup noon, depart 12:30); vendors for Juneteenth can contact the City Chamberlain's office. Thank you.

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

I apologize for missing the last meeting; I attended a place-based institute in good faith and heard directly from Movement 2030 (based out of Spartanburg, SC), whose approach closely mirrors our city's — their work on education, housing, community, and development offers adaptable ideas for Poughkeepsie. It was valuable to learn from national practitioners and from cities with similar demographics.

I was late today because I attended our high school National Honor Society induction and an awards ceremony where Councilman Grant and the City Chamberlain presented student awards—congratulations to the students. Thanks to MBK in Arlington for hosting an end-of-year event and sponsoring Poughkeepsie's participation. Have a good night, everyone.

XIV. ADJOURNMENT:

At 9:20 pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 3rd Ward Council Member Brown.

Dated: June 5, 2026

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, June 2, 2026.

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