



COMMON COUNCIL MEETING

Tuesday, June 16, 2026
Common Council Chambers
6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

1. Common Council Meeting of June 2, 2026

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

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

- 1. FROM LITTLE WATER PREP**, a presentation from the local charter school
- 2. FROM DEMONTIE THOMPKINS**, a notice of claim for personal injury sustained in the City of Poughkeepsie
- 3. FROM MICHAEL BUSA**, a notice of claim for personal injuries sustained on March 31, 2026
- 4. FROM SHANNON RASKIN**, a notice of claim for personal injuries sustained on March 24, 2026

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

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS

VII. REPORTS OF COMMITTEES AND BOARDS:

CONSENT AGENDA:

VIII. MOTIONS AND RESOLUTIONS:

- 1. R-26-44**, Resolution Appointing Natalie Quinn to the Dutchess County-Poughkeepsie Land Bank

IX. ORDINANCES AND LOCAL LAWS:

ACTION AGENDA:

X. MOTIONS AND RESOLUTIONS:

XI. ORDINANCES AND LOCAL LAWS:

1. ***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.

2. ***First Read: O-26-04***, Ordinance Amending §13-191.2 Of Chapter 13 of the City of Poughkeepsie Code of Ordinances Entitled “Motor Vehicles and Traffic” Two-hour parking, 9:00 a.m. to 6:00 p.m. on Dutcher Place on the South Side, beginning at the Easterly Side of the Driveway Entrance to the School and then for a Distance of 100 feet East toward Bement Avenue.

3. ***First Read: O-26-05***, Ordinance Amending §2-107 “Denial of Access to Records, Subsection (C) to Amend the Designated Foil Appeal Officer

XII. MAYOR’S COMMENTS:

XIII. CHAIRMAN’S COMMENTS AND PRESENTATIONS:

XIV. ADJOURNMENT:



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

(LL-26-XX)

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 19-5.5
Principal use table

Principal use table.

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	
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	P	P	P	P	P	19-5.47
Student Residence	-	-	P	P	P	P	P	P	P	P	-	-	-	-	P	19-5.48
Townhome	-	-	P	P	P	P	P	-	-	-	-	-	SP	P	P	
PUBLIC OR QUASI-PUBLIC USES																
Cemetery	-	-	SP	-	-	-	-	-	-	-	SP	-	-	-	-	
Cultural Center or Facility	-	-	-	-	-	-	P	P	P	P	P	P	-	P	P	
Golf, Tennis or Swimming Club	SP	SP	SP	SP	SP	SP	-	-	-	-	-	SP	-	-	SP	19-5.20
Park or Recreation Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Parking Structure	-	-	-	-	-	-	-	-	SP	SP	-	SP	-	SP	-	19-5.38

Article 5

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	
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

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	
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	

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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 19-5.6
Accessory use table

Accessory use table.

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	
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, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>i. Coastal Resources.</p> <p><i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

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? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 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? Yes No
 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? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

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? Yes No
 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? Yes No
 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) Yes No
 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 Hydroflouorocarbons (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 1/2 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.
 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 covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• 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? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

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* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ 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: _____

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

<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District</p> <p style="margin-left: 20px;">ii. Name: _____</p> <p style="margin-left: 20px;">iii. Brief description of attributes on which listing is based: _____</p>
<p>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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe possible resource(s): _____</p> <p style="margin-left: 20px;">ii. Basis for identification: _____</p>
<p>h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify resource: _____</p> <p style="margin-left: 20px;">ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</p> <p style="margin-left: 20px;">iii. Distance between project and resource: _____ miles.</p>
<p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Identify the name of the river and its designation: _____</p> <p style="margin-left: 20px;">ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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 of 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**

PLEASE PRINT OR TYPE FORM CLEARLY

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

POK CITY CHAMBERLAIN
2026 JUN 03 AM 11:22

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 6-2-2026

NAME AND ADDRESS OF EACH CLAIMANT:

DeMontie Thompkins 82 North Bridge

TELEPHONE NUMBER: (845) 822-2326

NAME AND ADDRESS OF ATTORNEY (IF ANY):

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE): I was assaulted on main street and on the ground when the police arrived. They strayed me directly in my eyes while I was still being assaulted.

ITEMS DAMAGED OR INJURIES SUSTAINED: I was cut in my face due to them not stopping my attacker but instead strayed gas in everyone's face even people not involved.

[Signature]
Signature of Claimant

DeMontie Thompkins
Signature of Claimant

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

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

[Signature]
Signature of Claimant

[Signature]
Signature of Claimant

Sworn to before me this 3rd day of June, 2026

Carol Nichol
Notary Public

State of NY
County of Dutchess
by Demonte Montreal - Thompkins
CAROL NICHOLSON
NOTARY PUBLIC, State of New York
No. 04N16182576

Qualified in Dutchess County
Commission Expires 2/25/28

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

LAW FIRM OF
PATRICK S. OWEN, PLLC
250 CRYSTAL RUN ROAD
MIDDLETOWN, NEW YORK 10941

TELEPHONE (845) 692-8000
FACSIMILE (845) 692-8010

www.psowenlaw.com

POK CITY CHAMBERLAIN
2026 JUN 02 AM 08:18

PATRICK S. OWEN

GUS P. FOTOPoulos
ERIN McGRADY

May 26, 2026

CITY OF POUGHKEEPSIE ✓
Attn: Yvonne Flowers, Mayor
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

COUNTY OF DUTCHESS
Attn: Sue Serino, County Executive
22 Market Street
Poughkeepsie, NY 12601

RE: Michael Busa
D/O/A: March 31, 2026

Dear Sir/Madam,

Enclosed, for service upon you, please find Notice of Claim in connection with the above referenced matter.

Should you have any questions, please feel free to contact the undersigned.

Very truly yours,


ERIN McGRADY, ESQ

EM/jot
Enc.

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

MICHAEL BUSA,

Claimant(s),

NOTICE OF CLAIM

-against-

CITY OF POUGHKEEPSIE and COUNTY OF DUTCHESS,

Respondent(s).

-----X

PO'K CITY CHAMBERLAIN
2026 JUN 02 AM 08:15

TO: CITY OF POUGHKEEPSIE
Attn: Yvonne Flowers, Mayor
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

COUNTY OF DUTCHESS
Attn: Sue Serino, County Executive
22 Market Street
Poughkeepsie, NY 12601

PLEASE TAKE NOTICE that the undersigned claimant, MICHAEL BUSA, with a mailing address of 110 Mills Street, Apt 3A, Poughkeepsie, New York 12601, hereby make(s) claim against the CITY OF POUGHKEEPSIE and COUNTY OF DUTCHESS for personal injuries, medical expenses, and damages sustained by the claimant(s) and aver(s) the following:

1. On the 31st day of March 2026, at approximately 11:30 in the morning of that day, while walking on a walkway by the waterfront, located in the City of Poughkeepsie, County of Dutchess, State of New York, more specifically upon the public waterfront pedestrian promenade adjacent to and/or immediately south of the Mid-Hudson Discovery Museum, located at or near 75 North Water Street, Poughkeepsie, New York, along the Hudson River waterfront walkway near Waryas Park and the Mid-Hudson Bridge depicted in "Exhibit 1". The claimant was precipitated to the ground as a result of dangerous and defective, protruding fence located thereon, through the negligence of the named Respondent(s), CITY OF POUGHKEEPSIE and COUNTY OF DUTCHESS, their/its employees, servants, contractors and/or agents, and without any fault or negligence on claimant's part

in any way contributing thereto. The area of the defective fence condition is depicted and identified in the photographs annexed hereto as "Exhibits 1-3".

2. Claim is hereby made for negligence, carelessness and recklessness of the Respondent(s), The CITY OF POUGHKEEPSIE and COUNTY OF DUTCHESS, their/its agents, servants, contractors and/or employees, as they were negligent, reckless and careless in the ownership, operation, maintenance and control of the referenced surface and more particularly in causing, permitting and allowing the aforesaid fence to become defective and in a state of ill repair; in failing to create a safe surface; in creating a defective and dangerous surface; in creating and/or allowing a dangerous and unsafe condition to exist; in the ownership, operation, maintenance and/or control of the aforementioned fence, in such a manner that said area was caused to be, become and remain in an unsafe, hidden, hazardous, improper and dangerous condition, which condition consisted of a trap and a nuisance as well as a negligent and improper condition of which the respondent, its/their agents, servants, contractors and/or employees had notice, or by the use of reasonable care and inspection thereon, could and should have had due notice, and the respondent, its/their agents, servants, contractors and/or employees created and/or failed, omitted and/or neglected to correct the aforesaid defective condition within a reasonable period of time; in that the respondent, its/their agents, servants, contractors and/or employees failed to take proper and reasonable means and precautions to prevent the aforesaid fence from becoming and remaining in an unsafe, dangerous, hazardous and defective condition; in failing and omitting to provide a safe place for the claimant and others to walk upon; in allowing and/or permitting a dangerous condition to exist for an unreasonable length of time; in having prior written notice of the defect; in failing to have the walkway in proper condition and repair; in creating a trap and/or a nuisance; in permitting the dangerous and unsafe conditions to exist for a sufficient period of time prior to the happening of the within accident and in the exercise of reasonable care as to have knowledge and notice thereof; in having actual notice of the dangerous condition, in creating the dangerous condition; in leaving the fence in the dangerous condition respondent created;

in having written notice of the dangerous condition; in improperly repairing the fence; in repairing the fence; in failing to inspect the fence; and in causing claimant to fall, resulting in serious injuries to the claimant.

3. Claimants' damages as a result of the aforesaid occurrence include the following: Claimant suffered/continues to suffer from substantial pain and suffering, with physical, emotional and psychological injuries to his mind and body, including but not limited to a laceration to the right arm, which required 8 stitches, and caused related medical expenses from the time of the incident and continuing into the future, difficulty with acts of daily living; loss of enjoyment of life, has become responsible for and incurred and continues to incur medical expenses, all of which are likely to continue in the future.

The undersigned claimant(s) therefore present(s) this claim for adjustment and payment in an amount which fairly, adequately and completely makes up for the losses stated herein. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the claimant(s) intend(s) to commence action on this claim.

Dated: Middletown, New York
May 26, 2026

Yours, etc.

PATRICK S. OWEN, PLLC



By:

ERIN MCGRADY, ESQ.
Attorney for Claimant(s)
250 Crystal Run Road
Middletown, New York 10941
Tel. No.: (845) 692-8000

State of New York)

ss.:

County of Orange)

I, the undersigned, an attorney duly admitted to the practice of law in the Courts of the State of New York, state that I am the attorney of record the claimant(s) in the within action; I have read the foregoing **VERIFIED NOTICE OF CLAIM** and know the contents thereof; the same is true to my own knowledge, except to those matters therein alleged to be on information and belief, and as to those matters I believe to be true. The reason this verification is made by me and not by claimant(s) is because claimant(s) do(es) not currently reside in the same county within which affirmant maintains his office.

The grounds of my belief as to all matters not stated upon my own knowledge are based upon records of the claimant(s), investigation and/or conversations with the claimant(s).

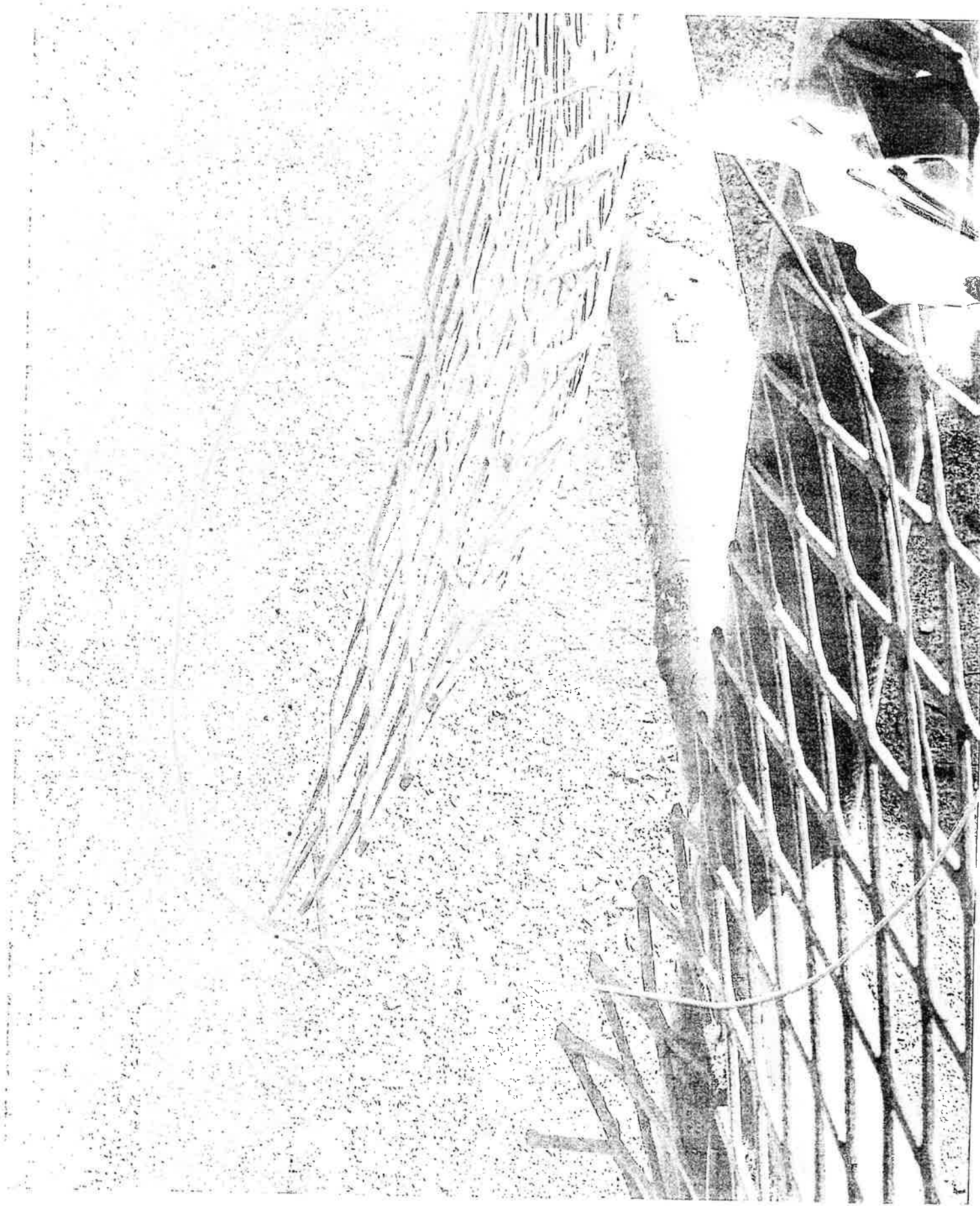
I affirm the foregoing statements pursuant to CPLR 2106, aware of the penalties for perjury.

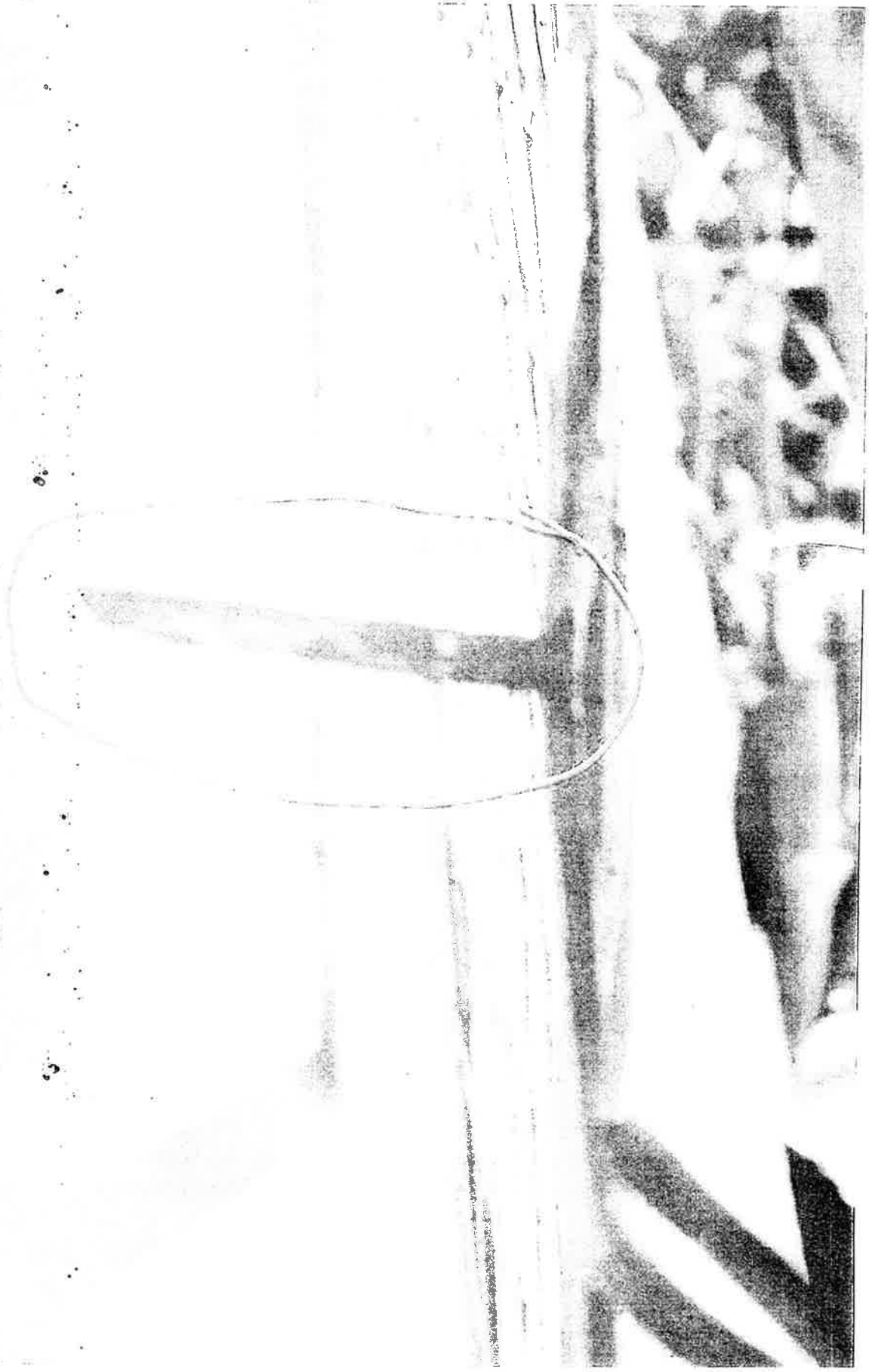
Dated: Middletown, New York
May 26, 2026



ERIN MCGRADY, ESQ.







STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)


JESSICA O'TOOLE, being duly sworn, not a party herein and over the age of eighteen years, residing in Wappingers Falls, New York, deposes and states the following:

That on the 26th day of May 2026, deponent served a true, accurate and complete copy of the within **VERIFIED NOTICE OF CLAIM** in the following manner:

By mailing the same in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

TO: CITY OF POUGHKEEPSIE
Attn: Yvonne Flowers, Mayor
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

COUNTY OF DUTCHESS
Attn: Sue Serino, County Executive
22 Market Street
Poughkeepsie, NY 12601



JESSICA O'TOOLE

Sworn to before me this
26th day of May 2026.



NOTARY PUBLIC

Notary Public for the State of New York
Qualified in Orange County
Registration No. 01416075427-30
Commission Expires June 3, 2030

PLEASE PRINT OR TYPE FORM CLEARLY

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

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

POK CITY CHAMBERLAIN
2026 MAY 29 PM02:34

TODAY'S DATE: Friday, April 24, 2026

NAME AND ADDRESS OF EACH CLAIMANT:

Shannon Raskin
510 Maloney Road APT B 5
Poughkeepsie, New York 12603

TELEPHONE NUMBER: (203) 470-6365

NAME AND ADDRESS OF ATTORNEY (IF ANY):

We have not yet engaged an attorney.

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

Please see Page Attached.

ITEMS DAMAGED OR INJURIES SUSTAINED:

Fractured Left Foot
Bruising and Inflammation in Right Knee.

Shannon Raskin
Signature of Claimant

Signature of Claimant

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

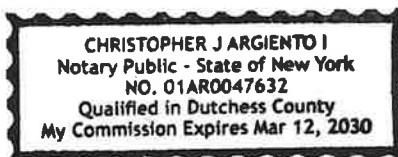
Shannon Raskin being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items,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

Shannon Raskin
Signature of Claimant

Signature of Claimant

Sworn to before me this 21 day of May, 2026

Christopher Argiento
Notary Public



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

NOTICE OF CLAIM AGAINST THE CITY OF POUGHKEEPSIE, NEW YORK

Claimant Name: Shannon Raskin

Address: 510 Maloney Road APT B-5

City, State, Zip: Poughkeepsie, New York 12603

TO: City of Poughkeepsie

1. Date, Time, and Place of Occurrence:

March 24, 2026, approximately 8:00 p.m., on the ramp between second and third floor of the parking garage adjacent to the Majed J. Nesheiwat Convention Center in Poughkeepsie, New York.

2. Nature of Claim:

This claim arises from the negligence, carelessness, and recklessness of the City of Poughkeepsie and/or its agents, servants, and employees in the ownership, operation, maintenance, management, and control of the parking garage adjacent to the Majed J. Nesheiwat Convention Center in Poughkeepsie, New York.

The City failed to properly maintain the premises in a reasonably safe condition, allowed a dangerous and defective condition—specifically a large, deep pothole—to exist, and failed to repair or remedy the condition within a reasonable time. The City further failed to adequately inspect the premises, provide proper lighting, and warn of or safeguard against the hazardous condition through the use of cones, barriers, or other warnings.

As a result of the foregoing negligence, the claimant sustained serious personal injuries, including but not limited to a fractured foot, along with associated pain and suffering, medical expenses, restricted mobility, and other damages.

3. Manner in Which the Claim Arose:

Following the *Sesame Street Live: Elmo's Got The Moves* event, I returned to my vehicle with my family. After remaining in the garage for approximately thirty minutes without movement, I exited the vehicle with my husband and three-year-old son and walked

toward the hotel lobby.

While walking down a poorly lit ramp located between the second and third floor of the parking garage, I stepped into a large, deep pothole and fell. There were no cones, warnings, or barriers present, and the condition was not visible due to inadequate lighting.

The incident was reported immediately to hotel staff and a security guard, and an accident report was completed and returned.

4. Injuries and Damages:

On March 25, 2026, I was evaluated at Orthopedic Associates of Dutchess County in Poughkeepsie, New York. X-Rays confirmed a fractured left foot, and I was fitted with a walking boot, which I continue to use daily. I have subsequently consulted an orthopedist because I have had soreness in my right knee which was overshadowed when I saw the first orthopedist. On April 27, 2026 I consulted an orthopedist concerning lingering pain in my right knee and the doctor diagnosed it as internal bruising and inflammation. My next appointment to evaluate the broken foot is scheduled for Wednesday, May 29, 2026.

I experience pain that interferes with sleep, restricted mobility, and difficulty with daily activities. I am also limited in participating in activities with my son and others.

I do not yet know the extent of long-term effects, including potential impact on employment and earning capacity. Damages include but are not limited to medical expenses, lost earnings, loss of future earnings, and pain and suffering.

5. Amount of Claim:

The total amount of the claim cannot be determined at this time due to ongoing treatment and unknown future damages.

Signature: Shannon Raskin

Date: May 25, 2026

Left



Right Side



Front



Rear Side



Mail body: Low



RESOLUTION
(R-26-44)

**INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS SHOOK,
PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND
ATONNA**

WHEREAS, pursuant to the by-laws of the Dutchess County-Poughkeepsie Land Bank (the DCP Land Bank), two members of the Board of Directors are appointed by the City of Poughkeepsie Common Council; and

WHEREAS, there is a vacancy on the DCP Land Bank to be filled by the Common Council

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby appoints Natalie Quinn to the Dutchess County-Poughkeepsie Land Bank for a term of three (3) years.

SECONDED BY _____.

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

(O-26-03)

INTRODUCED BY COUNCILMEMBER PATTERSON THOMPSON:

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

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

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

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

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

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by **Underlining and Bold**

**ORDINANCE AMENDING §13-191.2
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED “MOTOR VEHICLES
AND TRAFFIC”**

(O-26-04)

INTRODUCED BY COUNCILMEMBER JAMES:

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

SECTION 1: §13-191.2 is hereby amended by the following modification:

Section 13-191.2. **Two-hour parking, 9:00 a.m. to 6:00 p.m.**

When appropriate signs giving notice thereof are erected, parking on the following streets or parts of streets shall be limited to two hours between the hours of 9:00 a.m. and 6:00 p.m.:

Dutcher Place on the south side, beginning at the easterly side of the driveway entrance to the school and then for a distance of 100 feet east toward Bement Avenue.

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____ :

ADDITIONS denoted by **Underlining and Bold**

**ORDINANCE AMENDING §2-107 “DENIAL OF ACCESS TO RECORDS,
SUBSECTION (C) TO AMEND THE DESIGNATED FOIL APPEAL
OFFICER**

(O-26-05)

**INTRODUCED BY CHAIR WILSON; COUNCILMEMBER SHOOK, PATTERSON
THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT AND ATONNA:**

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

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

SECTION 1: Section 2-107 (c) is amended as follows:

(c) The following person shall **designated to** determine appeals for denial of access to records under the Freedom of Information Law: ~~Finance Commissioner, Municipal Building, 62 Civic Center Plaza, P.O. Box 300, Poughkeepsie, New York 12602.~~ **shall be set annually by the Mayor. The name of the individual identified shall be set forth in any denial and also be posted on the City’s website.**

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____: