

**TOWN OF POUGHKEEPSIE TOWN BOARD MEETING
JANUARY 21, 2026
SUMMARY**

**CALL TO ORDER
SALUTE TO THE FLAG
ROLL CALL OF TOWN BOARD**

**PRESENT: Supervisor Edwards
Councilman Reuter
Councilwoman Laird
Councilman Thangiah
Councilwoman Watson
Councilman Sharpe
Councilwoman Shershin
Town Clerk Salvatore
Town Attorney Svenson**

01:21-01	Appoint (Chief Cavaliere)	Salvador Montes Quitl as Police Officer CARRIED	7-0
01:21-02	Authorize Supervisor to Sign (Chief Cavaliere)	Agreement with Dutchess County re Stop DWI CARRIED	7-0
01:21-03	Accept (Town Clerk Salvatore)	Resignation of Jessica Zuluaga from Board of Ethics CARRIED	7-0
01:21-04	Accept (Town Clerk Salvatore)	Resignation of Rebecca Edwards from Joint Water Board CARRIED	7-0
01:21-05	Ratify (Personnel)	Promotion- Auto Mechanic-Ryan Cannella CARRIED	7-0
01:21-06	Ratify (Personnel)	Appointment- MEO in Highway-Tyler Sonnenberg CARRIED	7-0
01:21-07	Authorize (Legal)	South Hills Commons Bond Release CARRIED	7-0

01:21-08	Accept (Legal)	MHTC Development, LLC-Supplemental Bill of Sale CARRIED	7-0
01:21-09	Authorize (Supervisor Edwards)	Contract with LaBella for Schematic Design & SEQRA Environmental Studies for Police/Court Facility CARRIED	7-0
01:21-10	Authorize (Supervisor Edwards)	Zarin & Steinmetz for Legal Services on Police Court and Town Hall Projects CARRIED	7-0
01:21-11	Appoint (Supervisor Edwards)	Climate Smart Task Force Members CARRIED	7-0
01:21-12	Authorize (Assessor Gilmartin)	Assessor's Office Holiday Adjustment CARRIED	7-0
01:21-13A	Authorize (Legal)	Tax Certiorari Settlements: A. Arlington Capital Investors; CARRIED	7-0
01:21-13B	Authorize (Legal)	Tax Certiorari Settlements: B. College Properties; and CARRIED	7-0
01:21-13C	Authorize (Legal)	Tax Certiorari Settlements: C. KNC Management CARRIED	7-0
01:21-14	Set 2/4 for Public Hearing (Legal)	Electrical Inspections, Chapter 91 CARRIED	7-0
01:21-15	Set 2/18 for Public Hearing (Director Welti)	Zoning Text Amendment-South Hills Center CARRIED	7-0
01:21-16	Authorize Supervisor to Sign (Legal)	Salt Point Town Center-Legal Agreements CARRIED	7-0
01:21-17	Resolution (Director Welti)	Schatz Municipal Request Letter CARRIED	7-0

01:21-18	Authorize Supervisor to Sign (Legal)	Dial-A-Ride with Dutchess County CARRIED	7-0
01:21-19	Adopt (Supervisor Edwards)	Fire District Policy CARRIED	7-0
01:21-20	Accept (Town Clerk Salvatore)	2025/2026 Minutes CARRIED	7-0
01:21-21	Notification (Town Clerk Salvatore)	Town Clerk Events/ Notifications TOWN BOARD NOTIFIED	

BE IT RESOLVED, the Town Board of the Town of Poughkeepsie does hereby adjourn to Executive Session at 8:05 P.M. to consider the following:

1. The employment history of a particular person
 - b. Matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of particular persons
2. To discuss matters which are exempt under the Open Meetings Law including
 - a. Matters subject to the Attorney/Client privilege.

AND BE IT FURTHER RESOLVED, that no action appropriating money will be taken.
CARRIED

7-0

TOWN BOARD RETURNED FROM EXECUTIVE SESSION AT 9:05 P.M.

01:21-EXE1	Adopt (Water Department)	Overtime Policy CARRIED	7-0
01:21-EXE2	Matter in Regard to Employee Discipline (Legal)	Confidential CARRIED	7-0

TOWN BOARD MEETING ADJOURNED AT 9:06 P.M.

RESOLUTION 1:21- # 1 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby appoint Salvador Montes Quitl to the position of full time Police Officer under the provisions of Civil Service Law, at the starting yearly salary of \$66,403.06, effective January 26, 2026, which appointment shall be subject to a probationary period as described by the Rules for the Classified Civil Service of Dutchess County in effect as of the date of this resolution, and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute and file all documentation required by the Dutchess County Department of Human Resources in connection with this appointment.

Dated: January 21, 2026

Moved: Bill Reuter

Seconded: Barbara Laird

Motion passes/ fails: Ayes 7 Nays 0

ES/aap
t-1/12/26
m-01/21/26

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

G:\mllegal\2026\Jan\Jan 21\appoint Police Officer Quitl.docx

RESOLUTION 1:21 - # 2 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to sign the 2026 STOP-DWI Program Agreement (Coordinated DWI Checkpoints) with the County of Dutchess, a copy of which is attached.

Dated: January 21, 2026

Moved: Barbara Laird

Seconded: Bill Reuter

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/14/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT/ABSENT</u> Councilman Reuter	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u> Councilwoman Laird	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u> Councilman Thangiah	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u> Councilwoman Watson	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u> Councilman Sharpe	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u> Councilwoman Shershin	<u>✓</u>	___	___
<u>PRESENT/ABSENT</u> Supervisor Edwards	<u>✓</u>	___	___

AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the following law enforcement agencies (hereinafter referred to as the "CONTRACTOR")

Dutchess County Sheriff's Office
108 Parker Avenue
Poughkeepsie, NY 12601

Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603

Town of East Fishkill
330 Route 376
Hopewell Junction, NY 12533

Town of Hyde Park
4383 Albany Post Road
Hyde Park, NY 12538

WITNESSETH:

WHEREAS, the County through Department of Planning and Development (Division of STOP DWI) desires the services of the Contractor to provide coordinated driving while intoxicated check points in their designated areas, and

WHEREAS, the Contractor is qualified and is willing and able to perform such services in a timely manner, and

WHEREAS, the funds necessary to pay for such services are appropriated in the 2026 Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **SCOPE OF SERVICES.** The Contractor shall perform, using standards of care acceptable to the County and in strict compliance with all applicable Federal, State and local laws, regulations and procedures, the services set forth in **Exhibit "A"** annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. **TERM OF AGREEMENT.** This Agreement shall be effective **January 1, 2026**, and shall terminate on **December 31, 2026**, unless otherwise terminated as set forth herein.

3. **EXTENSION.** This Agreement may be extended for FOUR additional periods of one (1) year each, not exceeding in total five (5) years from the original Agreement date, upon such terms and conditions as may be agreed between the parties in writing by fully executing a contract extension/amendment.

4. **PAYMENT.** As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed **TWENTY THOUSAND** and 00/100 (\$20,000.00)

DOLLARS. The Contractor shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller.

Payment of the above consideration shall be made to the Contractor upon submission of statements and invoices in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

5. INDEPENDENT CONTRACTOR STATUS. The Contractor agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither Federal, State nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Contractor or its employees; that the Contractor shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Contractor shall have no Workers' Compensation or disability coverage through the County for the Contractor or its employees, and that the Contractor shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

6. INDEMNIFICATION. The Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

7. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Contractor and its sub-contractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Workers' Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Workers' Compensation Employer's Liability, **OR**
- b. a New York State Workers' Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).

- c. In the event that the Contractor is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from the NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury, property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as an additional insured.

Excess/Umbrella Liability, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The County must be included as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) Commercial general and automobile liability policies are primary and noncontributory.
- (C) The commercial general liability, automobile liability and Workers' Compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the Workers' Compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In

the alternative, the policies of insurance referred to above may be underwritten by non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Contractor. The Contractor and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Contractor may be suspended in the event the Contractor and its sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

8. QUALIFICATIONS OF CONTRACTOR. The Contractor specifically represents that it and its members, officers, employees, agents, servants, consultants and sub-contractors have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

9. DECLARATION BY CONTRACTOR. The Contractor declares that it has complied with all Federal, State and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

10. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status.

The Contractor shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all Federal, State and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

11. RETENTION OF RECORDS. The Contractor agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

12. NON-ASSIGNMENT. This Agreement may not be assigned by the Contractor without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

13. TERMINATION. (a) *Without cause*. The County may terminate this Agreement upon ten (10) days' prior written notice to the Contractor of its intent to terminate without cause.

(b) *With cause*. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with or without cause, the Contractor shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in its custody or control pertaining to the Agreement and the County shall pay to the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Contractor's failure to fulfill its obligations under this Agreement, or any other fault of the Contractor, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Contractor under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Contractor shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Contractor shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Contractor therefore.

14. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

15. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Department of Planning and Development
Division of Stop DWI
626 Dutchess Turnpike
Poughkeepsie, NY 12603

The Law Enforcement agencies noted on Page "1" above.

16. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. The Contractor must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service is complete in which to respond.

21. NOTICE OF INTENT TO SUE. (a) The Contractor agrees that, at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, Contractor shall provide to the County a sworn document listing the time, place, and manner of any breach of this agreement, together with an itemized list of any damages to which Contractor believes itself entitled. (b) The County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the County's choice, as to any matter arising under this agreement within the 90-day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. Any action against the County must commence within one year of the event which gives rise to liability.

22. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

24. AUDIT. The Contractor shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns, and sub-contractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the department responsible and audit by the County Comptroller. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the County, State, or Federal governments. The Contractor shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by the Contractor are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

25. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that, from time to time, contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Contractor shall immediately reimburse the County for the

full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this Agreement null and void.

26. CONTRACTOR'S OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, the Contractor shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge and if so directed by the County; (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

27. REQUIRED PROVISIONS OF LAW. Each and every provision of Federal, State or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

28. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

29. ENFORCEMENT EXPENSES. The Contractor shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

30. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

31. RULES OF CONSTRUCTION. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

32. CONFIDENTIALITY. The Contractor shall comply with applicable Federal and State requirements for confidentiality of records and information and agrees not to allow

examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

33. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of “electronic signatures” as regulated by New York State Technology Law Article 3, “Electronic Signatures and Records Act.”

34. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this ____ day of _____, 2025.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney’s Office

BY: _____
Susan J. Serino, County Executive

APPROVED AS TO CONTENT:

William Johnson, Coordinator
STOP DWI

Eoin Wrafter, Commissioner
Dutchess County Department of Planning
& Development

(SIGNATURE PAGES FOR EACH LAW ENFORCEMENT AGENCY TO FOLLOW)

Execution of STOP DWI Checkpoints Agreements by the Dutchess County Sheriff's Office

DUTCHESS COUNTY SHERIFF'S OFFICE:

BY: _____
Sheriff Kirk Imperati

Execution of STOP DWI Checkpoints Agreements by the Town of Poughkeepsie:

TOWN OF POUGHKEEPSIE:

BY: _____
Supervisor Rebecca Edwards

Execution of STOP DWI Checkpoints Agreements by the Town of East Fishkill:

TOWN OF EAST FISHKILL:

BY: _____
Supervisor Nicholas D' Alessandro

Execution of STOP DWI Checkpoints Agreements by the Town of Hyde Park:

TOWN OF HYDE PARK:

BY: _____
Supervisor Alfred Torreggiani

DUTCHESS COUNTY STOP-DWI
Coordinated DWI Checkpoint Campaign
Exhibit A

The Dutchess County STOP-DWI Program will provide a MAXIMUM of \$20,000 to the following participating law enforcement agencies for their cooperative involvement in a Coordinated DWI Checkpoint Campaign: Dutchess County Sheriff's Office, Town of Pine Plains, Town of Poughkeepsie, Town of East Fishkill and Town of Hyde Park. The STOP-DWI Coordinator will schedule, notify, and direct participating agencies identifying specific dates/locations. Checkpoints must be conducted prior to December 31, 2026. These funds will be used to reimburse personnel expenses incurred through involvement/participation in the

“Coordinated DWI Checkpoint Campaign”

The objective is to reduce the incidence of alcohol/drug impaired driving and the number of impaired driving crashes and related injuries by providing an opportunity for law enforcement to enhance enforcement.

The Contractor(s), in implementing this program, shall: provide personnel to support identified enforcement efforts as directed by the STOP-DWI Program.

CONTRACT FISCAL BREAKDOWN:

TOTAL STOP-DWI FUNDING	\$20,000
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Individual agency appropriations from this pool of funds will be based on participation in multi agency checkpoints as directed & approved by STOP-DWI.

RESOLUTION 1:21- # 3 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby accept, with regret, the resignation of Jessica Zuluaga, from her position on the Board of Ethics, effective January 9, 2026.

Dated: January 21, 2026
Moved: Shantna Thangiah
Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/12/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Laird	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilman Thangiah	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Watson	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilman Sharpe	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Supervisor Edwards	<u>✓</u>	___	___

RESOLUTION 1:21 - # 4 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby accept, with regret, the resignation of Rebecca Edwards, from the City/Town Joint Water Board, effective immediately.

Dated: January 21, 2026

Moved: Emily Watson

Seconded: Ann Shershin

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/14/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION 1:21- # 5 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby ratify the promotion of Ryan Cannella to the position of Permanent Full Time Auto Mechanic with the Town of Poughkeepsie Highway Department at the Teamsters 80% step salary of \$31.480 per hour, effective January 5, 2026, which appointment shall be subject to a probationary period as described by the Rules for the Classified Civil Service of Dutchess County in effect as of the date of this resolution, and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute and file all documentation required by the Dutchess County Department of Human Resources in connection with this appointment.

Dated: January 21, 2026

Moved: Ryan Sharpe

Seconded: Barbara Laird

Motion passes/ fails: Ayes 7 Nays 0

ES/aap
t-1/5/26
m-01/21/26

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Laird	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilman Thangiah	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Watson	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilman Sharpe	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Supervisor Edwards	<u>✓</u>	___	___

G:\mllegal\1\2026\Jan\Jan 21\promotion Cannella.docx

RESOLUTION 1:21- # 6 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby ratify the appointment of Tyler Sonnenberg to the position of Permanent Full Time MEO with the Town of Poughkeepsie Highway Department at the Teamsters 80% step salary of \$25.9539 per hour, effective January 5, 2026, which appointment shall be subject to a probationary period as described by the Rules for the Classified Civil Service of Dutchess County in effect as of the date of this resolution, and

BE IT FURTHER RESOLVED, that the Town Supervisor is authorized to execute and file all documentation required by the Dutchess County Department of Human Resources in connection with this appointment.

Dated: January 21, 2026

Moved: Ann Shershin

Seconded: Barbara Laird

Motion passes/ fails: Ayes 7 Nays 0

ES/aap
t-1/5/26
m-01/21/26

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilwoman Laird	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilman Thangiah	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilwoman Watson	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilman Sharpe	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Supervisor Edwards	<u>✓</u>	_____	_____

G:\mllegal\1\2026\Jan\Jan 21\Appoint MEO-Sonnenberg.docx

RESOLUTION 1:21 # 7 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor and her designees, after consultation with the Town Engineer and other involved Departments, to release and return the developer's Maintenance Bond Secured by Letter of Credit of \$65,800.00, Bond No.: 22410151, attached, in regard to the pump station, generator and other public improvements called for on the "South Hills Commons Site Plan".

Dated: January 21, 2026

Moved: Rebecca Edwards

Seconded: Barbara Laird

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/14/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	___	___

**MAINTENANCE BOND
SECURED BY LETTER OF CREDIT**

WHEREAS, SOUTH HILLS COMMON, LLC, a New York limited liability company, with offices at 2537 Route 52, Hopewell Junction, New York 12533, has now completed the pump station, generator and public improvements which are ready to be dedicated to the Town of Poughkeepsie (hereinafter referred to as “TOWN”) and is required to maintain and repair said pump station, generator and public improvements within the site plan entitled “South Hills Commons Site Plan” (“the Improvements”), for one (1) year after the date of acceptance by the TOWN, and to secure the obligation by an approved security.

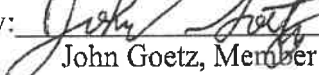
NOW, THEREFORE, SOUTH HILLS COMMON, LLC, guarantees that it shall well and truly maintain and repair (as directed by the Town) “the Improvements” in accordance with the rules and regulations of the TOWN and the agreements between the parties through November 20, 2025.

As partial security for the faithful performance of this obligation a Letter of Credit issued by Rhinebeck Bank bearing number 22410151 and issued in favor of the Town of Poughkeepsie through October 31, 2025 in the sum of \$65,800.00 securing the obligations set forth in this Maintenance Bond has been delivered to the Town. A copy of the same is annexed hereto and made a part hereof as Exhibit “A”.

The Letter of Credit shall be extended or replaced by South Hills with a substitute acceptable to the Town on or before October 1, 2025, the replacement Letter to have a term through December 19, 2025, failing which timely delivery the Town may draw the full proceeds of the Letter of Credit, and hold them in its place and stead as security for the above maintenance and repair obligations.

Dated: January ____, 2025

SOUTH HILLS COMMON LLC

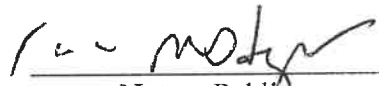
By: 
John Goetz, Member

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On January ____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN GOETZ known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

RECORD AND RETURN TO:

Town of Poughkeepsie
Legal Department
Town Hall
1 Overocker Road
Poughkeepsie, NY 12603

IRREVOCABLE LETTER OF CREDIT

Borrower: Mid Hudson Development Corporation; South Hills
Common LLC; and Mid-Hudson Holdings, LLC
5 Willard Ct
Poughquag, NY 12570-5436

Lender: Rhinebeck Bank
Commercial Department
2 Jefferson Plaza
Poughkeepsie, NY 12601

Beneficiary: Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603

NO.: 22410151

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 10-31-2025 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Sixty-five Thousand Eight Hundred & 00/100 Dollars (\$65,800.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Each sight draft must be dated; must be on Beneficiary's letterhead; must identify the Customer by name and address; must state that the Customer is in default of its obligation(s) to Town of Poughkeepsie in connection with the pump station, generator and public improvements at South Hills Commons.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Rhinebeck Bank IRREVOCABLE LETTER OF CREDIT NO. 22410151 DATED 10-15-2024," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New York without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of New York.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT
(Continued)

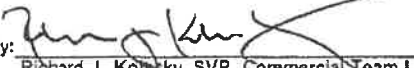
Loan No: 22410151

Page 2

Dated: October 15, 2024

LENDER:

RHINEBECK BANK

By: 
Ribbard J. Kolesky, SVP, Commercial Team Leader

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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RESOLUTION 1:21 - # 8 OF 2026

WHEREAS, by Resolutions 3:18 - #13 of 2020, 11:18 - #9 of 2020, 6:16 - #SC2 of 2021 and 9:21 - #8 of 2022 the Town of Poughkeepsie has accepted from MHTC Development, LLC ("MHTC") a Bill of Sale, and First and Second and Third Supplemental Bills of Sale for non-realty sewer facilities and equipment at the Eastdale Project on Route 44 in the Town of Poughkeepsie, now therefore

BE IT RESOLVED, that the Supervisor is authorized to accept a Fourth Supplemental Bill of Sale in substantially the form annexed for non-realty sewer facilities at Eastdale, subject to the receipt of any required engineering certifications from the Town of Poughkeepsie Engineering Department and consents to operate from the Dutchess County Department of Behavioral and Community Health, and

BE IT FURTHER RESOLVED, that no SEQRA Review is required because this transfer involves providing sewer services to an approved subdivision.

Dated: January 21, 2026

Moved: Bill Reuter

Seconded: Barbara Laird

Motion passes/ fails: Ayes 7 Nays 0

JEN/mem
t-1/12/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOURTH SUPPLEMENTAL BILL OF SALE

MHTC DEVELOPMENT, LLC, a Delaware limited liability company, located at 45 Eastdale Avenue North, Suite 200, Poughkeepsie, New York 12603 (“Grantor”) for and in consideration of approvals for the Eastdale project and acceptance of the wastewater systems for the Eastdale project delivers, sells and transfers to **TOWN OF POUGHKEEPSIE, NEW YORK**, a municipal corporation, having its address at One Overocker Road, Poughkeepsie, New York 12603 (“Grantee”):

All sewer facilities and equipment for the Eastdale project within the ownership or possession of Grantor described as follows:

The two-sheet set of drawings showing Phase 5 Utility Map Sheet 1 of 2 and Utility Map Sheet 2 of 2 annexed to this Fourth Supplemental Bill of Sale as **Exhibit A**.

The sewer facilities transferred by this Fourth Supplemental Bill of Sale include the following 2 items:

1. SMH 4B and the wastewater pipe run from SMH 4 to SMH 4B.
2. SMH 14A and the wastewater pipe run from SMH 14 TO SMH 14A.

Service connection piping and grease traps between accepted gravity sewer system and buildings are excluded from this dedication.

This Fourth Supplemental Bill of Sale supplements the Bill of Sale, the Supplemental Bill of Sale, the Second Supplemental Bill of Sale, and the Third Supplemental Bill of Sale delivered by Grantor to Grantee dated May 19, 2020, November 16, 2020, and June 21, 2021, and September 22, 2022, which earlier Bills of Sale remain in effect as modified by this Fourth Supplemental Bill of Sale.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, AND Grantor for its successors and assigns agrees to and with Grantee to warrant and defend the sale of the aforesaid wastewater system against all and every person and persons who challenge the validity of the Bill of Sale, the Supplemental Bill of Sale, the Second Supplemental Bill of Sale, the Third Supplemental Bill of Sale, and this Fourth Supplemental Bill of Sale.

IN WITNESS WHEREOF, Grantor has executed this Fourth Supplemental Bill of Sale the _____ day of December, 2025.

MHTC DEVELOPMENT, LLC

By: _____

Joseph T. Kirchhoff
Managing Member

Sewer Line proposed for transfer to Town between SMH 4 and SMH 4B.

Portion of Sewer Line previously transferred to Town

Phase 5 Sewer Transfer to Town of Poughkeepsie

Page 1 of 2

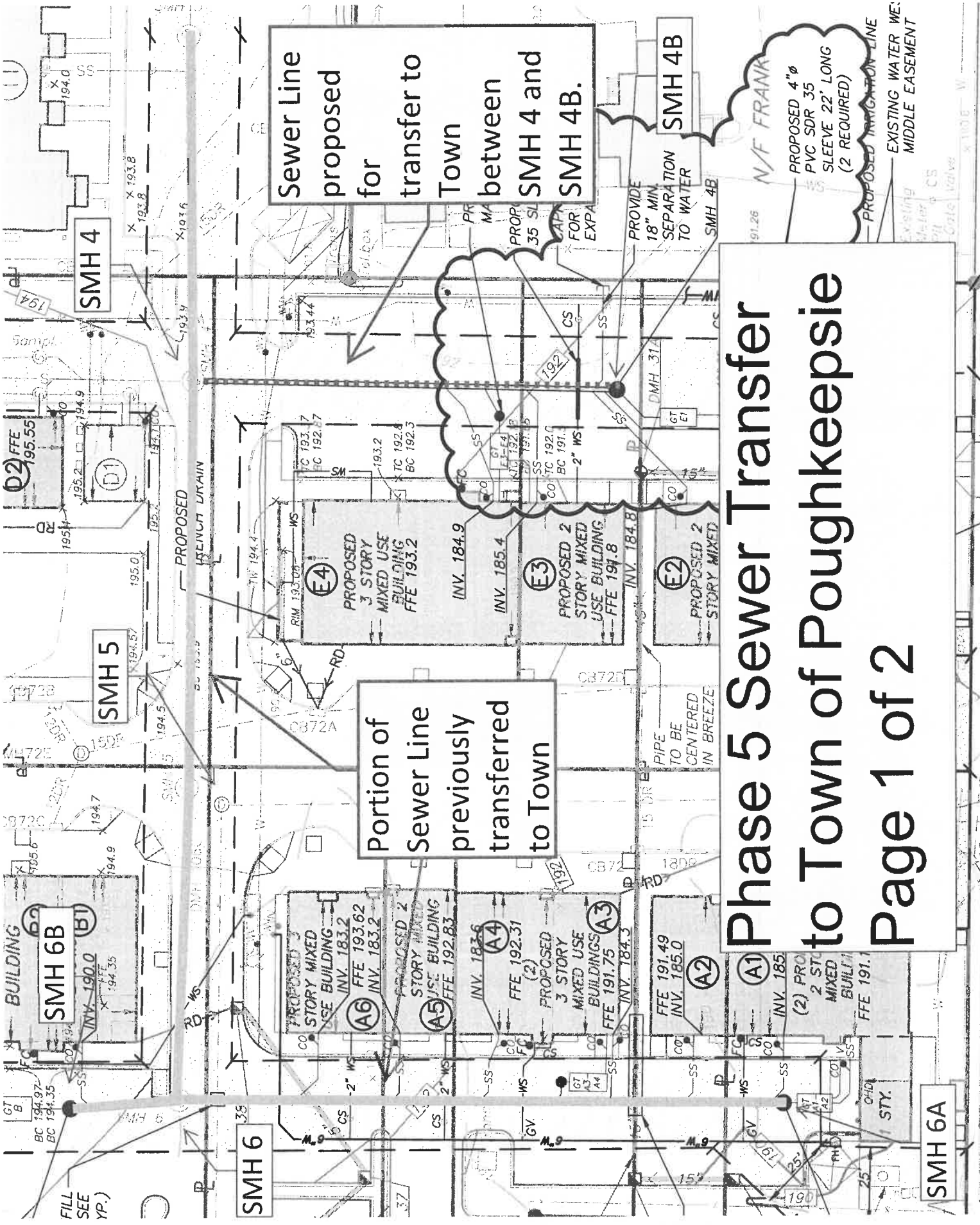
PROPOSED 4" Ø PVC SDR 35 SLEEVE 22' LONG (2 REQUIRED)
PROPOSED IRRIGATION LINE
EXISTING WATER WE: MIDDLE EASEMENT

PROVIDE 18" MIN SEPARATION TO WATER

PROVIDE 35 SLIP CAP FOR EXPANSION

PROVIDE 2" WS

PIPE TO BE CENTERED IN BREEZE



Phase 5 Sewer Transfer to Town of Poughkeepsie Page 2 of 2

Portion of
Force Main
from PS-2 to
SMH 8
previously
transferred to
Town

Portion of
Sewer Line
previously
transferred
to Town

Sewer Line
proposed for
transfer to
Town
between SMH
14 and SMH
14A

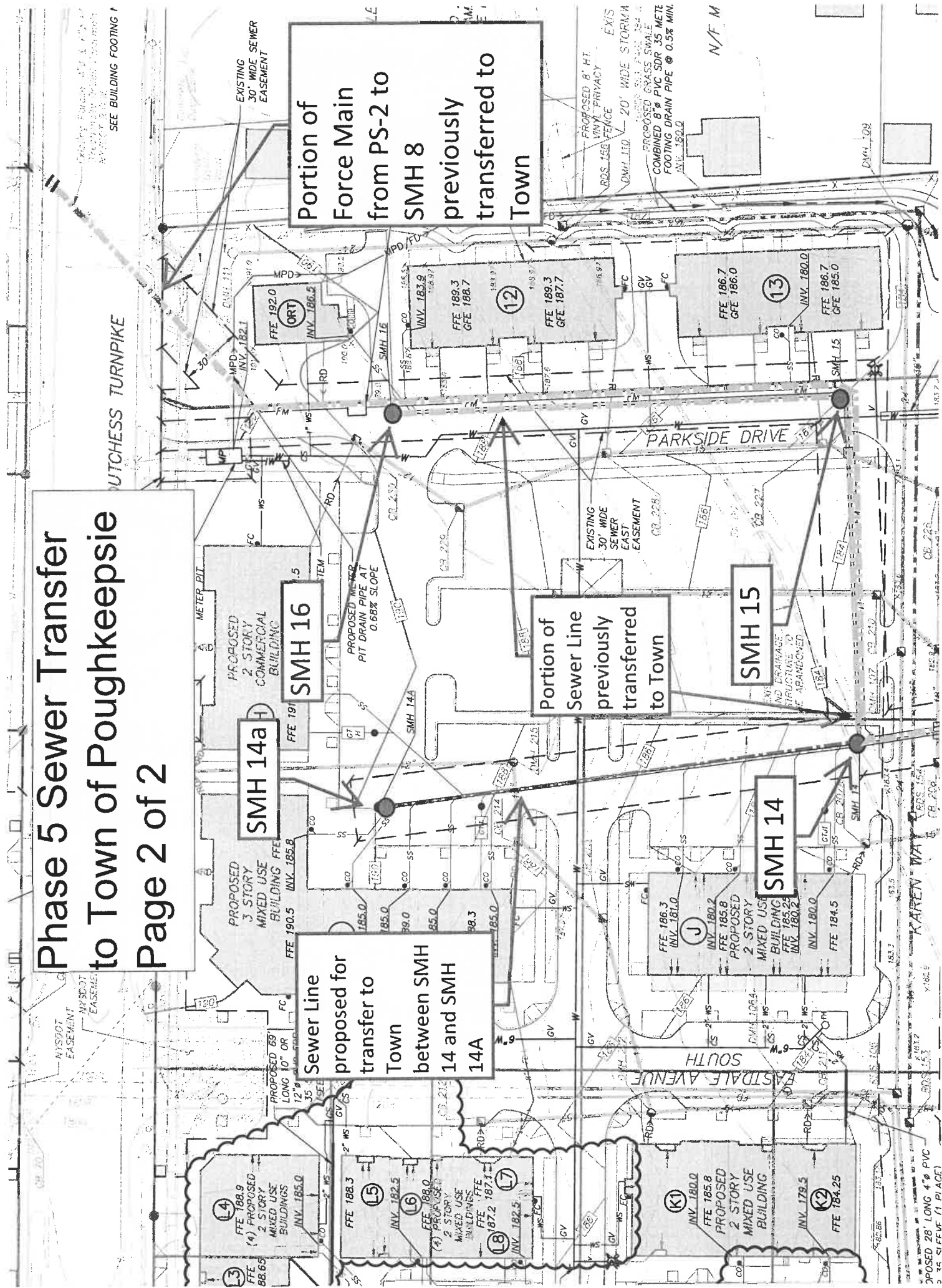
WUTCHESS TURNPIKE

PARKSIDE DRIVE

SOUTH

STADALE AVENUE

PROPOSED 28" LONG 4" PVC
FOOTING DRAIN PIPE @ 0.5% MIN.



RESOLUTION 1:21 - # 9 OF 2026

**AUTHORIZE CONTRACT WITH LABELLA FOR
POLICE/COURT FACILITY SCHEMATIC DESIGN
AND ENVIRONMENTAL STUDIES**

WHEREAS, the Town contracted with LaBella Associates to conduct a feasibility study for siting a Police/Court facility at 1 Overocker Road; and

WHEREAS, the Town Board finds that it is in the best interest of the Town to move forward with further planning work to advance Design Option 3 as presented in the Feasibility Study Report dated January 9, 2026; and

WHEREAS, LaBella Associates has proposed a next set of services to include schematic design of both the site and the building interior, along with environmental studies necessary for the Town's review pursuant to the State Environmental Quality Review Act (SEQRA); and

WHEREAS, these services are a Type II action not themselves subject to SEQRA because they constitute preliminary planning; now therefore

BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to execute a contract with LaBella Associates for the scope of services in the attached proposal, in a form acceptable to the Attorney to the Town, in an amount not to exceed \$ 219,700.00, which shall be paid from the Town's fund balance.

Dated: January 21, 2026

Moved: Barbara Laird

Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/16/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Back up #9

Mary McAliney

From: Simbari, Thomas <tsimbari@labellapc.com>
Sent: Friday, January 16, 2026 12:58 PM
To: Rebecca Edwards
Cc: Mary McAliney; Emily Svenson
Subject: RE: [Ext] metes and bounds
Attachments: P2601169_SEQRA Assistance .pdf; P2601169_SEQRA Assistance .pdf; P2601169_Poughkeepsie Police and Courts_Proposal for Traffic Engineering Services_2026-01-13.pdf; P2500625 - Poughkeepsie PD-Courts.SD-CA - Proposal.2025.11.28.pdf

Rebecca,

Attached are the additional proposal requested for SEQR, Traffic Study & Lease Area Description & Mapping. You indicated the Town will also authorize Schematic Design services. Additionally, we will want the Site Survey authorized from our original proposal as well. The following is a summary of the items that should be included in the next phase of work:

A/E Schematic Design Services	\$134,000
1 Overocker Site Survey & Mapping	\$34,000
1 Overocker Private Utility Stake Out & Mapping	\$4,300
SEQR	\$6,000
Traffic Impact Study	\$30,000
Elks Lease Area Description & Map	\$3,400
TOTAL FEE TO BE AUTHORIZED	\$211,700

To do the stormwater management plan we will probably need to do the Infiltration Testing as well. If you want to include Infiltration Testing the additional cost is \$3,000.

Additionally, we will have some reimbursable expenses as part of the Schematic Design. Our proposal did not include a budget amount for reimbursables, however, I think you may want to budget about \$5,000 for them. If the Town wants to add Infiltration Testing and Reimbursable Expense Line Items the total amount would be \$219,700.

I've also attached our previously issued full-service proposal for SD, DD, CD, BN & CA services so you have everything you may need in one email.

Let me know if you have any questions.

Thank you!

Tom

Thank You!

Tom Simbari, RA, AIA

LaBella Associates | Studio / Senior Project Manager

+1 (585) 295-6248 direct
(585) 313-7380 mobile

From: Rebecca Edwards <redwards@TownofPoughkeepsie-ny.gov>

Sent: Thursday, January 15, 2026 12:02 PM

January 16, 2026
Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603
Attn: Supervisor Rebecca Edwards

*Re: Professional Services Proposal
Proposed Police Department Headquarters and Town Court
1 Overocker Road
Town of Poughkeepsie, Dutchess County, NY
LaBella Proposal No. P260169*

Dear Supervisor Edwards

LaBella Associates DPC, (LaBella) is pleased to submit this proposal for professional services associated in connection with the Town of Poughkeepsie's plan to relocate the police department headquarters and court to 1 Overocker Road, which is the present location of Town Hall. . This proposal conveys our understanding of the project and proposes the scope of work we believe is necessary to achieve your goals, along with our schedule and fee.

Scope of Services

Phase 01 - Environmental Assessment Form

Scope — The proposed project is subject to the State Environmental Quality Review Act (SEQRA) review process. Based on the information provided, we anticipate that this project will require preparation of Part 1 of a Full Environmental Assessment Form (FEAF) and that an Environmental Impact Statement (EIS) will not be required. Parts 2 and 3 are not included in this phase as they are assumed to be completed by the Lead Agency, but can be provided under separate scope and fee, if needed.

LaBella will prepare Part 1 FEAF, which discloses information about relevant environmental resources, site conditions and potential impacts from the proposed project. The FEAF will likely involve an analysis including, but not limited to the following:

- Land use, zoning, and public policy pertinent to the site;
- Soil, surface water, and groundwater resources existing on site;
- Vegetation and wildlife, including endangered, threatened and rare species on or near the site;
- Available and proposed utility infrastructure, including water/sewer/stormwater;
- Proposed traffic and parking conditions;
- Historic and cultural resources on or near the site; and
- Other environmental resource areas, as applicable.

In addition, an initial submission will be made to the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) Cultural Resource Information System (CRIS) to determine the potential for historic and/or archaeologically significant areas and/or structures existing on the project site.

Assumptions — The above scope and estimated fee assumes the following:

- The Client is responsible for payment of application fees.
- The analysis is based on desktop review and other phases enclosed herein.



- No technical analysis is included (e.g. Phase 1A or 1B historical/archaeological analysis).

Phase RE00 – Reimbursable Expenses

Scope – This scope of services includes only the cost for the preparation of the work as outlined above and does not include our direct expenses, such as mileage, overnight mailings, photocopying, map reproductions, etc. An initial budget of \$500 has been included in the fee schedule for Reimbursable Expenses.

Professional Services Fees

LaBella proposes to bill each task as indicated in the following Fee Summary Table. Invoices will be issued monthly for all services performed during that month and are payable upon receipt.

Lump Sum tasks will be billed commensurately with the percentage of the task that has been completed. Time and Materials tasks, Sub-Consultants, and Reimbursable Expenses are estimates and LaBella will bill for actual hours and reimbursable expenses. Reimbursable expenses include our direct expenses, such as mileage, overnight mailings, extensive photocopying and map reproductions. Staff time will be billed in accordance with the Rate Schedule in effect at the time of providing services; a copy of our current Billing Rate Schedule is attached to this proposal.

While LaBella will make its best effort to complete each of these tasks within the estimated amounts, it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task.

Fee & Time Schedule Summary Table

Tasks		Professional Services Budget		
Task No.	Task Description	Lump Sum	Time & Materials Estimate (1)	Project Start/End Dates
01	Environmental Assessment Form	5,500	----	Start: Upon Authorization Complete: SEQRA Determination by Lead Agency
RE00	Reimbursables	---	\$500	---
Fee Subtotals		\$5,500	\$500	---
Total Estimated Fee Budget		\$6,000		





January 13, 2026

Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603
Attn: Supervisor Rebecca Edwards

**Re: Proposal for Professional Transportation Engineering Services
Proposed Police Department Headquarters and Town Court
1 Overocker Road
Town of Poughkeepsie, Dutchess County, New York
LaBella Proposal No. P2601169**

Dear Supervisor Edwards:

LaBella Associates DPC (LaBella) is pleased to submit this Professional Transportation Engineering Services Proposal in connection with the Town of Poughkeepsie's plan to relocate the police department headquarters and court to 1 Overocker Road, which is the present location of Town Hall.

Project Understanding

The subject site is 1 Overocker Road, the current Poughkeepsie Town Hall. LaBella's architecture team has prepared three concepts depicting site and building modifications that would enable the town's police department headquarters and court to relocate from 17 Tucker Drive to 1 Overocker Road. Consequentially, Town Hall would be relocated to a site TBD. LaBella understands the Town is seeking a Traffic Engineering Study to evaluate the project as part of the SEQR process. Therefore, this Proposal is based on Concept Site Plan Option 3.0. This concept will modify and maintain the site's two existing driveways on Overocker Road and will seek a new exit-only driveway on Burnett Boulevard, which is a state highway (Reference Route 982H). It is important to note that the NYSDOT Regional Office is located opposite the site on Burnett Boulevard.

Scope of Services

Phase 01 – Traffic Impact Study

1. In the vicinity of the subject site, LaBella will perform an inventory of existing intersection geometry, posted speed limits, lane widths, traffic signal timing and phasing, intersection control, transit services and facilities, bicycle and pedestrian facilities, and surrounding land uses to establish the Existing Condition.
2. LaBella will conduct turning movement counts on a typical weekday when schools are in regular session from 7:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 7:00 p.m. These periods will capture typical commuter as well as school activity in the surrounding area. The turning movement counts will be conducted at the following intersections:
 1. Burnett Boulevard and Overocker Road/NYSDOT South Driveway
 2. Burnett Boulevard and NYSDOT North Driveway
 3. Burnett Boulevard and NYS Route 55
 4. Burnett Boulevard and Dutchess Turnpike (a.k.a. US Route 44)
 5. Overocker Road and Existing West Driveway
 6. Overocker Road and Existing East Driveway/Marshall Road

These counts will include vehicle, bicycle, and pedestrian movements. These counts will establish the "Existing" Condition and the hourly trip generation of the Town Hall. A traffic volume map will be prepared for each study peak hour.

3. LaBella will obtain continuous bi-directional vehicle volumes, classifications, and speeds on Burnett Boulevard in the vicinity of the proposed driveway for a period of three typical weekdays.
4. During the same periods as the second task, LaBella will conduct additional traffic counts at the three driveways on Tucker Drive that provide access to and from the existing police department headquarters and court. These counts will establish the hourly trip generation of the police department headquarters and court, which will be transposed to the 1 Overocker Road location. LaBella will perform a comparison between the Town Hall trip generation and the police department headquarters and court trip generation to identify the net change in site traffic resulting from the proposed project.
5. LaBella will obtain the most recent three-year period of crash data for the study intersections from the NYSDOT and perform a safety assessment. Crashes and specific trends will be summarized.
6. LaBella will research other nearby planned projects that are expected to influence future traffic conditions. Future "No-Build" traffic volume conditions will be forecasted by incorporating the traffic associated with such projects and by applying a background growth rate.
7. LaBella will distribute the peak-hour site-generated trips, as determined from the trip generation study at 17 Tucker Drive, onto the roadway network based on observed travel patterns. Any expected increase in traffic due to a building expansion or programming will be factored. LaBella will subtract the traffic volumes associated with the existing Town Hall—since it would relocate—from the No-Build traffic volumes and add the distributed trips associated with the proposed police department headquarters and court to calculate the "Build" traffic volume conditions.
8. Utilizing Synchro/SimTraffic software, LaBella will perform intersection capacity analyses of the study intersections under the Existing, No-Build, and Build conditions with a comparison of level of service and delay values to determine the project's potential impact. LaBella will also perform intersection capacity analyses of the site driveways, including the proposed egress-only driveway on Burnett Boulevard, in the Build condition. Mitigation will be explored as necessary to address impacts.
9. LaBella will perform a sight distance analysis of the proposed driveway on Burnett Boulevard based on current AASHTO guidelines. The analysis will involve the performance of intersection and stopping sight distance measurements on Burnett Boulevard. Available sight distances and the prevailing northbound and southbound speeds on Burnett Boulevard will be checked against AASHTO guidelines to determine adequacy. LaBella will recommend possible ways to improve sight lines if the AASHTO guidelines are not met.
10. LaBella will discuss site access, circulation, and parking based on the preferred concept site plan.
11. LaBella will prepare a draft technical report with appendices for review by the Town of Poughkeepsie. Following one round of minor comments, the report will be finalized based on feedback. Additional comments resulting in further revisions or additional transportation engineering services will be subject to a professional services change order.

Phase 02 — Meetings

LaBella will attend meetings and conferences relevant to the project at the direction of the Client. LaBella assumes at least one public information meeting will be necessary. These services will be billed on an hourly basis. For the purpose of this proposal, an allowance of \$2,000 has been allocated to cover anticipated meetings.



Phase RE00 — Reimbursable Expenses

This scope of services includes only the cost for the preparation of the work as outlined above and does not include our direct expenses, such as mileage, overnight mailings, photocopying, map reproductions, etc. An initial budget of \$250 has been included in the fee schedule for Reimbursable Expenses.

Fee & Schedule

LaBella proposes to bill each task as indicated in the following Fee Summary Table. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Lump Sum tasks will be billed commensurately with the percentage of the task that has been completed. Time and Materials tasks, and Reimbursable Expenses are estimates, and LaBella will bill for actual hours and reimbursable expenses. Reimbursable expenses include our direct expenses, such as mileage, overnight mailings, and report reproductions. While LaBella will make its best effort to complete each of these tasks within the estimated amounts, it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task.

Phase No.	Task Description	Lump-Sum	T&M Estimate
01	Traffic Impact Study	\$27,850	----
02	Meetings	----	\$2,000 (allowance)
RE00	Reimbursables	----	\$250

LaBella is prepared to commence work upon receipt of the signed proposal, which will serve as our notice to proceed. LaBella anticipates delivering the Traffic Impact Study within 10 weeks of receiving Notice to Proceed.

Exclusions

The following services are excluded:

1. Saturday/Sunday traffic data collection and analysis
2. Parking utilization study
3. NYSDOT Highway Work Permit
4. Origin/destination study
5. Roadway improvement plans
6. Traffic signal warrant analysis

Substantive Revisions

The Scope of Services provided in this proposal was developed based on information available at the time it was prepared. In the event of project changes (e.g., additional information becomes available, regulatory agencies require additional studies, the extent of the project or its design changes, etc.) a Professional Services Change Order will be provided to you. Additionally, Client requested changes to the documents after the originals are submitted will constitute a change in services and will also require a Professional Services Change Order.



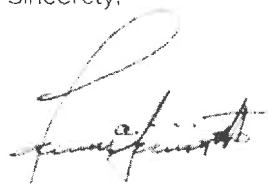
Agreement

Receipt of an authorized copy of this proposal and executed Professional Services Agreement will be our Notice To Proceed.

We have furnished what we believe is a comprehensive and complete scope of services. We are open to a dialogue as to how we may modify our proposal to ensure that our services may better meet your needs, and/or how alternate approaches may be implemented.

Please feel free to contact me at (347) 399-9767 or ffiliciotto@labellapc.com if you have any questions. LaBella looks forward to working with you on this project.

Sincerely,



Frank A. Filiciotto, PE
Principal Traffic Engineer + Associate Vice President

NAME: _____

DATE: _____

X: _____





November 28, 2025

Supervisor Rebecca Edwards
Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603

RE: Architectural & Engineering Design Services
Poughkeepsie Police Department & Town Court Facility
1 Overocker Road, Poughkeepsie, NY

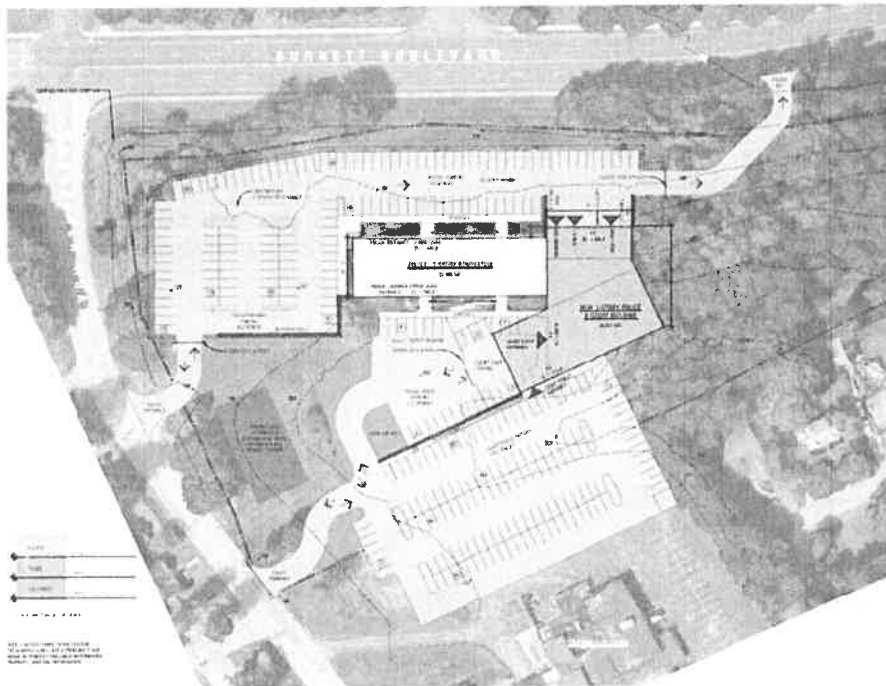
LaBella Proposal No. P2500625

Dear Supervisor Edwards:

LaBella Associates, D.P.C. is pleased to submit the following proposal for professional architectural and engineering design services for the implementation of our prior feasibility study for the new Town police and court facility to be located at the existing Town Hall property at 1 Overocker Road. This proposal will cover our work from Schematic Design through construction of the project. LaBella is confident that we can assist the Town implement your vision for this project. This proposal outlines our understanding of the project, proposed scope of work, and associated fees.

PROJECT UNDERSTANDING

The basis for our scope of work for the project is based on our feasibility study recommendations to implement Design Option 3 as shown below.



300 State Street, Suite 201 | Rochester, NY 14614 | p 585-454-6110 | f 585-454-3066

www.labella.com



Our work includes the renovation of the existing 22,000 sf existing Town Hall as well as a new three-story, 35,300 sf +/- building addition to create a new Police Station and Town Court facility on the existing Town owned land, to also include leased property for public court facility parking on the adjacent Elks Lodge property to the east. The estimated construction cost for the project is \$43,532,774.

SCOPE OF SERVICES

Based on LaBella's understanding of the work, the scope of architectural, structural, mechanical, electrical, plumbing and fire-protection, and civil/site engineering design services anticipated to perform the design work for the new building includes the following:

SCHEMATIC DESIGN SERVICES

Advance the prior conceptual design work included in the feasibility study to achieve Town stakeholder design approval.

1. Confirm approval of the conceptual design concept and advance design to schematic design level.
2. Assist with the confirmation of scope for the project work and budget.
3. Begin the proposed site plan approval process and environmental permitting requirements.
4. Complete preliminary code review.
5. Preparation of Preliminary Design Documents including floor plan, exterior elevations, and mechanical, electrical plumbing and fire protection (MEP&FP) design narratives.
 - a. Provide schematic design narrative and drawings to convey options for stakeholders to make decisions on how to proceed for the Controls and Utility Building
6. Prepare architectural renderings depicting the proposed project design.
7. Complete research to identify potential grant funding opportunities that may be available.
8. Prepare schematic design estimate of probable construction costs.
9. Conduct design review meetings with Owner.
10. Obtain Town Stakeholder approval of the Schematic Design

Additional Design Services Completed During Schematic Design

1. Complete site topographic and boundary survey and mapping of the property (4 Town owned parcels)
2. Complete private underground utility stakeout and document locations during utility survey.
3. If requested, complete property lot consolidation and approval process.
4. Prepare SEQR including long form EAF.
5. Complete stormwater infiltration testing for any on site detention or retention of stormwater.
6. Complete subsurface geotechnical exploration and prepare written engineering report documenting findings and design requirements for building foundations and pavement areas.



DESIGN DEVELOPMENT SERVICES

1. Prepare design development documents and preliminary specifications (selection of basis-of-design equipment).
2. Incorporate and coordinate previously designed site work into documents.
3. Determine types of prime contracts to include in project. We have assumed the project will be bid in a single bid with multiple-prime construction contracts for General Construction, Plumbing Construction, Mechanical Construction and Electrical Construction work in compliance with NYS WICKS Law.
4. Confirm Owner Furnished Contractor Installed (OFICI) provided and Contractor Furnished Contractor Installed (CFICI) provided equipment to incorporate into the design.
5. Select preliminary interior finishes for the project and review with the project stakeholders.
6. Prepare design development estimate of probable construction costs.
7. Determine bid alternates, unit prices and/or allowances to include in project.
8. Prepare SWPPP application.
9. Present the project to the Town Zoning & Planning Department as part of a courtesy informal review.
10. Advance Building Code review and modify design as required to comply with Code requirements.
11. Coordinate building utility requirements with local utility providers.
12. Conduct design review meetings with Town stakeholders.

CONSTRUCTION DOCUMENTS SERVICES

1. Complete Construction Bid Documents in detail.
 - a. Architectural – building exterior and interior design.
 - b. Structural – foundations, floor slabs and superstructure.
 - c. Mechanical - HVAC design to heat and cool the building.
 - d. Electrical - lighting, comfort heat/cooling as needed, motorized door operators and similar building equipment, convenience power, and back-up power generator.
 - i. Inclusive of interior ambient lighting, exit and emergency egress lighting, perimeter building security lighting.
 - ii. Inclusive of Voice/IT/Data/Security structured cabling within the building and along the exterior.
 - e. Plumbing - roof drainage, floor drains and other sanitary sewer lines, domestic hot and cold within the perimeter of the building footprint.
 - f. Fire protection – design of wet sprinkler system. Does not include design of any special alternative automatic sprinkler systems.
 - g. Site/Civil Design – Site plan, site utilities, grading, site amenities, site retaining walls, parking, storm water management, and landscaping design required for the project.
2. Finalize Building Code review based on final detailed construction drawings and modify design to incorporate Code requirements as required to comply with Code requirements.
3. Complete project book specifications including CSI Divisions 00 and 01 front-end contractual requirements.
4. Coordinate front-end specifications with Construction Manager.
5. Prepare estimate of probable construction costs of 95% complete construction documents
6. Provide certification of the final documents by NYS licensed architect and engineers.
7. Complete permit application forms and submit the project for permit approval from the Town.
8. Conduct design review meetings with Town stakeholders.



BID AND NEGOTIATION SERVICES

1. Prepare Bid Notification and distribute to Town procurement for public announcement.
2. Coordinate with the Construction Manager (CM).
3. Register the project with NYS DOL as required for public bidding.
4. Arrange to have Bid Documents printed and distributed to the Town for issuance to bidders or coordinate with online web based plan room for bidder registration and bid document release
5. Schedule and conduct a Pre-Bid Meeting.
6. Review bidder RFI's, provide responses and issue Bid Addenda as necessary.
7. Prepare Bid Tabulation Sheets and attend Public Bid opening.
8. Review Contractor Bids received and conduct contractor descope meetings to qualify low bidders.
9. Make recommendations for Bid Award.
10. Prepare Contractor Award Recommendation Letters for each prime contract.

CONSTRUCTION ADMINISTRATION SERVICES

1. Provide services in accordance with standard AIA construction contracts utilizing a Construction Manager.
2. Prepare Owner-Contractor construction contracts using standard AIA written contracts.
3. Prepare conformed construction documents to include any modifications made with addenda during bidding.
4. Attend Construction Field Meetings (every two weeks) run and organized by the Construction Manager.
5. Review product submittals and Shop Drawings required by the specifications.
6. Review contractor RFI's, provide responses and issue Construction Bulletins as necessary to clarify the scope of work.
7. Review contractor Change Order Requests. CM will prepare and issue Change Orders to Contractors for approved changes in work.
8. Review Contractor monthly Applications for Payments after review by the CM.
9. Conduct project inspection at substantial completion and issue Contractor punch lists documenting corrective work required.
10. Complete Certificates of Substantial Completion.
11. Review Contractor; As-built, O&M Manuals and Final Project Closeout Documents.
 - o Architecture, Mechanical, Electrical, Plumbing, Structural design services limited to Controls and Utility building, with utility services supplied by others, MEP design services to be provided for non-process loads only.

Additional Design Services Completed During Construction Administration

1. Complete Code required commissioning services
2. Provide SWPPP inspections on a cost per site inspection through construction until the site is stabilized.



ASSUMPTIONS AND EXCLUSIONS

LaBella has made the following assumptions and exclusions in the preparation of this proposal:

1. Lot consolidation is an optional additional service if requested by the Town. We have provided a separate fee for this service.
2. Completing a Phase 1 Environmental Site Assessment is not included. The Town currently owns the property and it is assumed this work is not required.
3. Site environmental services including, but not limited to soil sampling, laboratory testing, environmental remediation design services, preparation of a Site Management Plan, and environmental permitting are not included. There are no known site environmental issues at the site, and therefore, this work is assumed to not be required..
4. Completion of NY State environmental review and preparation of SEQR is included as an additional service. This cannot be completed without the site design being done. We have provided a separate fee for this service. SEQR does not include a Cultural Resources Survey or any detailed studies.
5. SWPPP inspections during construction are not included. SWPPP inspections can be provided by LaBella for an additional cost of \$400 per site visit. We recommend creating an allowance of \$40,000 for SWPPP inspections by a licensed engineer during construction.
6. A wetlands delineation is not included. We are unaware of any wetlands on or adjacent to the site.
7. Traffic studies and associated traffic light study are not included.
8. We have provided research to assemble a list of potential grant funding options for the projects. Preparation of applications and supporting documentation for private or government grants, loans, or advances in connection with the project is not included.
9. An assessment of regulated building materials (asbestos, lead, pcb's, mercury, etc...) is included as an additional service. We have provided a separate fee for this service.
10. Abatement design services for any discovered regulated building materials is not included. We can provide you with an additional service proposal if abatement design is required based on our survey.
11. Subsurface geotechnical exploration and preparation of an engineering report is included as an additional service. We have provided a separate fee for this service. Our fee is based on two days of on site drilling.
12. Geotechnical services during construction are not included.
13. Building foundations and floor slabs are assumed to be able to be conventional shallow footings and reinforced slab on grade. Design of special deep foundations to accommodate poor soil conditions is not included. The subsurface geotechnical report will confirm the required foundation systems required.
14. Design of a new Verizon cell tower is not included. We have included time to support the cell tower on the existing building.
15. Design of a radio control tower on the site or building is not included.
16. Special Inspections and testing during construction are not included in this proposal.
17. Capacity analysis of public sewers and other utilities off site is excluded. We have assumed utilities adjacent to the site are adequate to support the needs of the project. We will evaluate and design the utilities required to serve the new project and will tie into existing street utilities.
18. Design of the project to meet LEED (or similar) green sustainability standards and certification and/or submission of the project with USGBC or other entity is not included. We have included time to design the project to incorporate climate smart goals that include smart engineering principles.
19. Design of geothermal mechanical systems is not included.
20. Design of solar photo voltaic or other alternative energy systems is not included.
21. Energy conservation analysis and building energy modeling and analysis is not included.



22. Design of special electrical systems including data, IT, AV, security, will be coordinated with the Town's vendor. The design will include conduit pathway, pull string and back box for installation by the Town's vendor.
23. Electrical arc flash and short circuit analysis and modeling are not included.
24. Site Lighting, Access Control, Surveillance System, Fire Alarm System design, and extending Voice/Data to entire project area is not included in this proposal but may be provided for an additional fee.
25. We have assumed a pump station(s) for the sanitary sewer, domestic water and fire water systems are not required for this project. We have assumed the water utility can provide adequate water flow and pressure for the building. We have provided a separate fee for this service. The addition service includes code required commissioning only.
26. Preconstruction Cost Estimating will be provided by Rodriguez Construction Group. Cost estimates will be provided at schematic design, design development and 95% complete construction documents.
27. Furniture, fixtures and equipment (FF&E) design is not included. We have included preparation of a generic furniture plan. If the Town would like assistance with FF&E design and selection, we can provide a separate proposal upon request.
28. Inventory of existing furniture fixtures and equipment (FF&E) is not included.
29. Financial viability and feasibility studies are not included. The Town is responsible for contracting separately with a financial advisor and bond counsel. We will coordinate with your selected team as required.
30. Construction services are based on a maximum assumed construction duration of 18 months.
31. Expanded construction administration services that include on-site project field representative services (RPR/CM) is not included.
32. Out of pocket expenses such as courier services, printing, copying, postage, express mail, permit and application fees, travel expenses, and mileage are excluded and additional to the design fees provided below. We will provide receipts for any such expenses.
33. Payment of permit fees, County Health Department or other utility fees are not included in our fees and shall be paid by the Town. If paid by LaBella, we will invoice as an additional reimbursable expense.
34. Costs to print contractor bid sets. We have assumed that bid sets will be released electronically in PDF format. Printing of hard copies will be additional to the lump sum fee and the budget reimbursable allowance noted below.

PRELIMINARY PROJECT SCHEDULE

We propose to complete the scope of work described in this proposal per the following schedule.

• Schematic Design	10 weeks
• Design Development	14 weeks
• Construction Documents	16 weeks
Total Project Design Period:	40 weeks
• Bidding & Award	6 weeks
• Construction Administration	18 months

If this proposed schedule does not align with your expectations, we would be happy to discuss the schedule and fee structure to find an acceptable alternative. LaBella can begin working on this project within 2 weeks from receipt of Notice to Proceed, in the form of a signed contract.



FEE

LaBella Associates, D.P.C. will provide professional architectural and engineering services for the scope of work listed above for a LUMP SUM FEE per the attached project Fee Summary Sheet. Upon acceptance of this proposal LaBella will execute a traditional AIA B101 Owner-Architect contract.

ACCEPTANCE:

If the terms and conditions of this agreement are acceptable, please execute by signing below and return it to our office. LaBella will then finalize the agreement by issuing an AIA Standard Form of Agreement between Owner and Architect.

LaBella Associates, DPC Acceptance:

Town of Poughkeepsie Acceptance:

Signature

Signature

Daniel A. Pieters, AIA
Name

Rebecca Edwards
Name

Vice President
Title

Date

Supervisor
Title

Date

We appreciate the opportunity to serve your professional design needs and look forward to our continued work with you toward the successful completion of this project. If you have any questions, please do not hesitate to contact me at (585) 295-6248.

Respectfully Submitted,

LABELLA ASSOCIATES, DPC

Thomas Sinigari, RA, AIA
Associate VP
Essential Facilities Studio Leader

LaBella Associates

Town of Poughkeepsie Police Department & Town Court

Renovation & Addition

1 Overocker Road

11/28/2025

Fee Summary Sheet

Project Fees for A/E Design Services

To include basic design services of Site/ Civil Engineering, Structural, Architectural and Interior Design, Mechanical, Electrical, Plumbing and Fire Protection, Data and Security systems.

The assumed project construction cost is \$43,532,774

Basic Services Fees by Phase

Schematic Design Phase	\$134,233	Lump Sum
Design Development Phase	\$468,812	Lump Sum
Construction Document Phase	\$619,644	Lump Sum
Bidding Phase	\$48,392	Lump Sum
Construction Administration Phase	\$487,291	Lump Sum

Basic Design Services Totals \$1,758,372 Lump Sum 4.04%

Additional Design Fees - The following services are additional to the standard design fees but required by the RFP for this project. The Town of Poughkeepsie, New York, is responsible for the design of additional services as listed below. The Town of Poughkeepsie, New York, is responsible for the design of additional services as listed below.

Additional Services

Infiltration Testing	\$3,000	Lump Sum
Soil Borings & Geotechnical	\$14,400	Lump Sum
Site Survey (Topographic & Boundary)	\$34,000	Lump Sum
Private Underground Utility Stake Out	\$4,300	Lump Sum
Predemolition Regulated Building Materials Assessment	\$23,000	Lump Sum
Preconstruction Cost Estimating (Rodriguez Construction Group)	\$45,320	Lump Sum
Commissioning Services	\$28,500	Lump Sum
SWPPP Inspections During Construction (\$400/visit)	\$40,000	Allowance
Lot Consolidation	\$11,500	Lump Sum

Additional Services Cost Range Total \$204,020 0.47%

Total Project Fees \$1,962,392 4.51%

NOTES:

Basic Services will be provided upon execution of a contract and authorization to proceed.

Additional Services are services that are required for the project, but are considered additional services by standard AIA Contract. These services will be provided by LaBella upon authorization by the Town.

Lump sum fees listed above will only be provided upon approval by the Town to perform.

Allowances - Will only be provided if pre-approved by Town of Poughkeepsie. These are placeholder amounts for LaBella and the Town to work against. Only the actual amount will be invoiced to the Town. If the services exceed this allowance then LaBella will be entitled to additional compensation from the County.

Schedule - Assumes (4) Prime Contractors and the scope of work is all designed and bid at one time. If the project is broken up into multiple bid packages then LaBella Associates is eligible to renegotiate the fees for the project.

Not Included Services (See Written Proposal For Full List)

Site Environmental Testing & Remediation Design
 Regulated Building Materials Abatement Design Services
 Wetland Investigations & Delineation
 Construction Special Inspections
 Geotech assumes 2 days of drilling.
 Off-Site Utility Design (Assumes adequate connections are in the ROW)
 Design for Furniture, Fixtures & Equipment
 Exclude design work for cell tower
 Radio Towers & Equipment are not included
 Moving & Move Management Design Services
 No formal Planning & Zoning Board Application process.
 No local or State variances are included.
 Printing of Bid Sets. Assumes electronic bidding by the County
 Special deep foundations are not included.
 We have assumed the Town will retain a Construction Manager during construction.
 Reimbursable Expenses.
 Design of special or deep foundation systems.
 Energy Conservation analysis and building energy modeling.
 Design to obtain "Green Building" certification.



RESOLUTION 1:21 - # 10 OF 2026

**AUTHORIZE LEGAL SERVICES OF ZARIN & STEINMETZ
FOR POLICE/COURT AND TOWN HALL RELOCATION PROJECTS**

WHEREAS, the Town has engaged the law firm Zarin & Steinmetz at various times for their real estate expertise; and

WHEREAS, both the Town Hall relocation project and the Police/Court renovation require legal services for real estate transactions; now therefore

BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to engage Zarin & Steinmetz for up to an additional 20 hours of legal services (beyond the previous authorization) relating to the purchase of property on Boardman Road for the Town Hall; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor to engage Zarin & Steinmetz for up to 20 hours of legal services relating to contracting with the Elks Club for a parking area associated with the Police/Court project.

Dated: January 21, 2026

Moved: Shantha Thangiah

Seconded: Bill Reuter

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/16/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION 1:21 - # 11 OF 2026

WHEREAS, by RESOLUTION 7:10 - #14 of 2019, the Climate Smart Communities Task Force was created consisting of 8 members, and

WHEREAS, the Climate Smart Communities Task Force has been an integral force in considering state suggestions, providing the Town Board with information about climate smart initiatives, propose new ideas, identifying funding for projects and the Town Board wishes to increase the members from 8 to 12, now therefore

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby increase the amount of members from 8 to 12, and

BE IT FURTHER RESOLVED, that the Town Board does hereby re- appoint Susan Karnes Hecht and Feza D Oktay as co-chair positions on the Town of Poughkeepsie Climate Smart Task Force which appointments will expire on January 17, 2027, and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby re-appoint Joan Freeman, Richard Levine, Mark Murray, Thomas Lynch, Kristen Taylor (Planning Staff Liaison), and Shantha Thangiah (Town Board Liaison) on the Climate Smart Task Force which appointments will expire on January 17, 2027, and

BE IT FURTHER RESOLVED, that the Town Board does hereby appoint Mike Mullaley, Stuart Keyes and Malvina Holloway on the Climate Smart Task Force which appointments will also expire on January 17, 2027.

Dated: January 21st, 2026

Moved: Emily Watson

Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/14/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT/ABSENT</u> Councilman Reuter	<u>✓</u>	_____	_____
<u>PRESENT/ABSENT</u> Councilwoman Laird	<u>✓</u>	_____	_____
<u>PRESENT/ABSENT</u> Councilman Thangiah	<u>✓</u>	_____	_____
<u>PRESENT/ABSENT</u> Councilwoman Watson	<u>✓</u>	_____	_____
<u>PRESENT/ABSENT</u> Councilman Sharpe	<u>✓</u>	_____	_____
<u>PRESENT/ABSENT</u> Councilwoman Shershin	<u>✓</u>	_____	_____
<u>PRESENT/ABSENT</u> Supervisor Edwards	<u>✓</u>	_____	_____

RESOLUTION 1:21 # 12 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby adjust the Holiday Schedule for the Assessors Office on Election Day to assist residents with filing exemption renewal applications as follows:

Election Day – November 3, 2026– Change to December 24, 2026.

Dated: January 21, 2026
Moved: Ryan Sharpe
Seconded: Ann Shershin

Motion passes/ fails: Ayes 7 Nays 0

ES:aap
t-1/5/26
m-1/21/26
G:\mlegal\2026\Jan\Jan 21\Assessors Office Holiday Schedule.docx

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION 1:21 - # 13A OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the settlement of the tax certiorari proceeding instituted by Arlington Capital Investors LLC., owner of property located in the Town of Poughkeepsie and designated as Tax Grid Nos. 134689-6161-12-834673-0000 (3-7 Collegeview Avenue); 134689-6161-12-841671-0000 (9 Collegeview Avenue); 134689-6161-12-845685-0000 (18 Lagrange Avenue); and 134689-6161-12-840686-0000 (16 Lagrange Avenue). for the 2025 tax assessment rolls, as shown on the attached Consent Judgment; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor or her designee, Town Assessor, Maureen Gilmartin, and Kyle Barnett of Van DeWater & Van DeWater, LLP, to sign such papers as are necessary to effectuate said settlement.

Dated: January 21, 2026

Moved: Ann Shershin

Seconded: Barbara Laird

Motion passes/ fails: Ayes 7 Nays 0

ES/aap
t-1/5/26
m-01/21/26

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Town of Poughkeepsie

Tax Certiorari Refund Liability

Owner: Arlington Capital Investors

Parcel 1	6161-12-834673	3-7 Collegeview Ave
Parcel 2	6161-12-841671	9 Collegeview Ave
Parcel 3	6161-12-845685	18 Lagrange Ave
Parcel 4	6161-12-840686	16 Lagrange Ave

Parcel 1	3-7Collegeview Ave	Assessed	Value	Tax	Amount	Indicated	Assessed	Value	Tax	Amount	Indicated	School	Refund	Co./Town
		2025 Assessment Roll												
Arlington School		887,000	\$	21,224.89		443,500	\$	10,612.42	\$	10,612.47				
County		887,000	\$	2,046.84		443,500	\$	1,023.42					\$	1,023.42
Town		887,000	\$	7,635.59		443,500	\$	3,817.80					\$	3,817.79
Arlington Fire		887,000	\$	5,494.97		443,500	\$	2,747.48					\$	2,747.49
Consolidated Light		887,000	\$	254.15		443,500	\$	127.08					\$	127.07
Greater Pok Lip Dist		887,000	\$	1,510.53		443,500	\$	755.26					\$	755.27
Year Sub Total								\$10,612.47					\$	\$8,471.04

Town of Poughkeepsie

Tax Certiorari Refund Liability

Owner: Arlington Capital Investors

Parcel 1	6161-12-834673	3-7 Collegeview Ave
Parcel 2	6161-12-841671	9 Collegeview Ave
Parcel 3	6161-12-845685	18 Lagrange Ave
Parcel 4	6161-12-840686	16 Lagrange Ave

Parcel 2	9 Collegeview Ave	Assessed	Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated School	Refund	Co./Town
Arlington School		272,000	\$	6,508.65	136,000	\$	3,254.32	\$	3,254.33
County		272,000	\$	627.67	136,000	\$	313.83	\$	358.84
Town		272,000	\$	2,341.47	136,000	\$	1,170.73	\$	1,170.74
Arlington Fire		272,000	\$	1,685.04	136,000	\$	842.52	\$	842.52
Consolidated Light		272,000	\$	77.94	136,000	\$	38.89	\$	39.05
Greater Pok Lib Dist		272,000	\$	463.21	136,000	\$	231.47	\$	231.74
Year Sub Total					\$3,254.33				\$2,642.89

Town of Poughkeepsie Tax Certiorari Refund Liability

Owner: Arlington Capital Investors

Parcel 1	6161-12-834673	3-7 Collegeview Ave
Parcel 2	6161-12-841671	9 Collegeview Ave
Parcel 3	6161-12-845685	18 Lagrange Ave
Parcel 4	6161-12-840686	16 Lagrange Ave

	18 Lagrange Ave					
Parcel 3	Assessed Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated School	Refund Co./Town
2025 Assessment Roll	Value	Amount	Assessed Value	Amount	School	Co./Town
Arlington School	263,500 \$	6,305.25	131,750 \$	3,152.62 \$	3,152.63	
County	263,500 \$	608.05	131,750 \$	304.02		206.53
Town	263,500 \$	2,268.30	131,750 \$	1,134.15		1,134.15
Arlington Fire	263,500 \$	1,632.38	131,750 \$	815.53		816.85
Consolidated Light	263,500 \$	75.50	131,750 \$	37.75		37.75
Greater Pok Lib Dist	263,500 \$	448.73	131,750 \$	224.36		224.37
Year Sub Total				\$3,152.63		\$2,419.65

Town of Poughkeepsie
Tax Certiorari Refund Liability

Owner: Arlington Capital Investors

Parcel 1 6161-12-834673 3-7 Collegeview Ave
 Parcel 2 6161-12-841671 9 Collegeview Ave
 Parcel 3 6161-12-845685 18 Lagrange Ave
 Parcel 4 6161-12-840686 16 Lagrange Ave

Parcel 4	16 Lagrange Ave	Assessed Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated School	Refund	Co./Town
2025 Assessment Roll		Value	Amount	Assessed Value	Amount	School	Refund	Co./Town
Arlington School		179,000 \$	3,356.32	89,500 \$	1,678.12 \$	1,678.20		
County		179,000 \$	413.06	89,500 \$	206.53		\$	206.53
Town		179,000 \$	773.91	89,500 \$	386.97		\$	386.94
Arlington Fire		179,000 \$	1,108.91	89,500 \$	554.45		\$	554.46
Consolidated Light		179,000 \$	28.33	89,500 \$	14.16		\$	14.17
Greater Pok Lib Dist		179,000 \$	168.86	89,500 \$	84.42		\$	84.44
				Year Sub Total	\$1,678.20		\$	\$1,246.54

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
In the Matter of the Application of

ARLINGTON CAPITAL INVESTORS L.L.C.

Petitioner,

For a Judicial Review under Article 7 of the Real Property
Tax Law of Real Property Tax Assessments,

-against-

THE TOWN OF POUGHKEEPSIE, the BOARD OF
ASSESSMENT REVIEW and the ASSESSOR OF
THE TOWN OF POUGHKEEPSIE,

Respondents,

-and-

ARLINGTON CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.
-----X

CONSENT JUDGMENT

Index No. 2025-54376

Hon. James V. Brands

The above Petitioner having heretofore served and filed a Notice of Petition and Verified Petition to review the tax assessments fixed by the Town of Poughkeepsie for the assessment rolls of 2025 upon certain real property located in the Town of Poughkeepsie, Dutchess County, New York and designated on the Official Assessment Roll of the Town of Poughkeepsie for Parcel Tax Identification Numbers 134689-6161-12-834673-0000 (3-7 Collegeview Avenue); 134689-6161-12-841671-0000 (9 Collegeview Avenue); 134689-6161-12-845685-0000 (18 Lagrange Avenue); and 134689-6161-12-840686-0000 (16 Lagrange Avenue); and

The Petitioner having appeared by Jeffrey Rothschild, Esq. of the law firm of Cappillino & Rothschild, LLP, the Respondents having appeared by Kyle Barnett, Esq. of the law firm of Van DeWater & Van DeWater, LLP and the Intervenor-Respondent having appeared by Ira S. Levy,

Esq. of the law firm of Shaw, Perelson, May & Lambert, LLP, and the parties having made their settlement, it is hereby

ORDERED, that the assessments on the properties referred to herein, be and the same is hereby reduced, corrected, and fixed for the 2025 assessment rolls as follows:

<u>Description (Tax I.D.)</u>	<u>Original Assessment</u>	<u>Settlement Assessment</u>	<u>Amount of Reduction</u>
134689-6161-12-834673-0000	\$887,000.00	\$443,500.00	\$443,500.00
134689-6161-12-841671-0000	\$272,000.00	\$136,000.00	\$136,000.00
134689-6161-12-845685-0000	\$263,500.00	\$131,750.00	\$131,750.00
134689-6161-12-840686-0000	\$179,000.00	\$89,500.00	\$89,500.00

and it is further

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the Real Property Tax Law of the State of New York (“RPTL”), the assessment of \$443,500.00 for Tax Grid Identification Number 134689-6161-12-834673-0000 (3-7 Collegeview Avenue) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the RPTL, the assessment of \$136,000.00 for Tax Grid Identification Number 134689-6161-12-841671-0000 (9 Collegeview Avenue) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the RPTL, the assessment of \$131,750.00 for Tax Grid Identification Number 134689-6161-12-845685-0000 (18 Lagrange Avenue) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further .

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the RPTL, the assessment of \$89,500.00 for Tax Grid Identification Number 134689-6161-12-840686-0000 (16 Lagrange Avenue) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment roll upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entry in conformity with this Order and shall note upon the margin of said roll, opposite of said entry, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Dutchess County Commissioner of Finance or the Town of Poughkeepsie for Parcel Tax Identification Numbers 134689-6161-12-834673-0000 (3-7 Collegeview Avenue); 134689-6161-12-841671-0000 (9 Collegeview Avenue); 134689-6161-12-845685-0000 (18 Lagrange Avenue); and 134689-6161-12-840686-0000 (16 Lagrange Avenue), the amount of Town, Special District and any other ad valorem taxes paid by the petitioner as taxes against the said erroneous assessments

in the excess of what the taxes would have been had the said assessments made in the aforesaid year been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, provided, however, notwithstanding any other provisions herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order with notice of entry, and it is further,

ORDERED AND DIRECTED, that the Commissioner of Finance of the County of Dutchess, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioner the amount of County taxes paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been had the assessments been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute; provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order upon the Commissioner of Finance with notice of entry, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Arlington Central School District, for Parcel Tax Identification Numbers 134689-6161-12-834673-0000 (3-7 Collegeview Avenue); 134689-6161-12-841671-0000 (9 Collegeview Avenue); 134689-6161-12-845685-0000 (18 Lagrange Avenue); and 134689-6161-12-840686-0000 (16 Lagrange Avenue), the amount of school taxes, and library taxes if applicable, paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been had the said assessments made in the aforesaid year been determined by this Order, together with interest from the date of payment thereof as provided by the statute, provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of the Order with notice of entry, and it is further

ORDERED AND DIRECTED, that the Fire District or the Dutchess County Commissioner of Finance, County of Dutchess, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioner where applicable, the amounts, if any, of County taxes and ad valorem Special District Taxes, if any, paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if said assessments were made in the aforesaid year had been as determined by this Order, with interest pursuant to §726 of the Real Property Tax Law of the State of New York, from the date of payment, and it is further

ORDERED AND DIRECTED, that unless paid within sixty (60) days from service of this Order and of the Audit and Demand for payment all tax refunds are to be made with statutory interest for the date the taxes indicated herein were paid, pursuant to §726 of the Real Property Tax Law of the State of New York, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondents, the Dutchess County Commissioner of Finance, Town of Poughkeepsie, Arlington Central School District and/or any of the various taxing authorities, be made by check or draft payable to the order of Cappillino, Rothschild & Egan, LLP, P.O. Box 390 Pawling, New York 12564 who are to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of the Court in regard to its attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ORDERED, that this Order may be executed and delivered by exchange of facsimile

signatures of the parties, or by exchange by e-mail of signed copies bearing the signatures of the parties. The facsimile or e-mail signatures shall be the same as original signatures in all respects, including, but not limited to, being admissible in evidence in any court.

ORDERED, that this Order may be executed in counterparts.

Signing and entry of the within
Order is hereby consented to:

By: _____
Nicholas P. Moustakas, Esq.
Cappillino, Rothschild & Egan, LLP
Attorneys for Petitioner
7 Broad Street
P.O. Box 390
Pawling, New York 12564

By: _____
Kyle W. Barnett, Esq.
Van DeWater & Van DeWater, LLP
Attorneys for Respondents
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, New York 12602

By: _____
Ira S. Levy, Esq.
Shaw, Perelson, May & Lambert, LLP
Attorneys for Intervenor-Respondent
115 Stevens Avenue
Valhalla, New York 10595

Dated: _____
Poughkeepsie, New York

SO ORDERED

HON. JAMES V. BRANDS, J.H.O.

RESOLUTION 1:21 - # 13B OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the settlement of the tax certiorari proceeding instituted by College Properties, LLC., owner of property located in the Town of Poughkeepsie and designated as Tax Grid Nos. 134689-6161-12-817688-0000 (Raymond Avenue); 134689-6161-12-817693-0000 (Raymond Ave); 134689-6161-12-830689-0000 (12 Lagrange Avenue); and 13469-6161-12-825690-0000 (10 Lagrange Avenue) for the 2025 tax assessment rolls, as shown on the attached Consent Judgment; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor or her designee, Town Assessor, Maureen Gilmartin, and Kyle Barnett of Van DeWater & Van DeWater, LLP, to sign such papers as are necessary to effectuate said settlement.

Dated: January 21, 2026

Moved: Rebecca Edwards

Seconded: Barbara Laird

Motion passes/ fails: Ayes 7 Nays 0

ES/aap
t-1/5/26
m-01/21/26

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Town of Poughkeepsie

Tax Certiorari Refund Liability

Owner: College Properties, LLC

Parcel 1	6161-12-817688	Raymond Ave
Parcel 2	6161-12-817693	Raymond Ave
Parcel 3	6161-12-830689	12 Lagrange Ave
Parcel 4	6161-12-825690	10 Lagrange Ave

Parcel 1 Raymond Ave 6161-12-817688

2025 Assessment Roll	Assessed Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated School	Refund	Co./Town
Arlington School	170,800 \$	4,087.05	85,400 \$	2,043.52 \$	2,043.53		
County	170,800 \$	394.14	85,400 \$	197.07		\$	197.07
Town	170,800 \$	1,470.30	85,400 \$	735.15		\$	735.15
Arlington Fire	170,800 \$	1,058.11	85,400 \$	529.86		\$	528.25
Consolidated Light	170,800 \$	48.94	85,400 \$	24.47		\$	24.47
Greater Pok Lib Dist	170,800 \$	290.87	85,400 \$	145.43		\$	145.44
Year Sub Total				\$2,043.53			\$1,630.38

Town of Poughkeepsie

Tax Certiorari Refund Liability

Owner: College Properties, LLC

Parcel 1	6161-12-817688	Raymond Ave
Parcel 2	6161-12-817693	Raymond Ave
Parcel 3	6161-12-830689	12 Lagrange Ave
Parcel 4	6161-12-825690	10 Lagrange Ave

Parcel 2 Raymond Ave 6161-12-817693

2025 Assessment Roll	Assessed Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated School	Refund	Co./Town
Arlington School	122,100 \$	2,921.71	61,050 \$	1,460.86 \$	1,460.85		
County	122,100 \$	281.76	61,050 \$	140.88		\$	140.88
Town	122,100 \$	1,051.08	61,050 \$	525.54		\$	525.54
Arlington Fire	122,100 \$	756.41	61,050 \$	378.20		\$	378.21
Consolidated Light	122,100 \$	34.99	61,050 \$	17.49		\$	17.50
Greater Pok Lip Dist	122,100 \$	207.93	61,050 \$	103.97		\$	103.96
Year Sub Total				\$1,460.85			\$1,166.09

Town of Poughkeepsie

Tax Certiorari Refund Liability

Owner: College Properties, LLC

Parcel 1	6161-12-817688	Raymond Ave
Parcel 2	6161-12-817693	Raymond Ave
Parcel 3	6161-12-830689	12 Lagrange Ave
Parcel 4	6161-12-825690	10 Lagrange Ave

Parcel 3 12 Lagrange Ave 6161-12-830689

2025 Assessment Roll	Assessed Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated Refund	School	Co./Town
Arlington School	325,000 \$	7,776.88	162,500 \$	3,888.44 \$	3,888.44		
County	325,000 \$	749.97	162,500 \$	374.98	\$		374.99
Town	325,000 \$	2,797.71	162,500 \$	1,398.85	\$		1,398.86
Arlington Fire	325,000 \$	2,013.38	162,500 \$	1,006.68	\$		1,006.70
Consolidated Light	325,000 \$	93.12	162,500 \$	46.56	\$		46.56
Greater Pok Lib Dist	325,000 \$	553.46	162,500 \$	276.73	\$		276.73
Year Sub Total				\$3,888.44			\$3,103.84

Town of Poughkeepsie

Tax Certiorari Refund Liability

Owner: College Properties, LLC

Parcel 1	6161-12-817688	Raymond Ave
Parcel 2	6161-12-817693	Raymond Ave
Parcel 3	6161-12-830689	12 Lagrange Ave
Parcel 4	6161-12-825690	10 Lagrange Ave

Parcel 4 10 Lagrange Ave 6161-12-825690

2025 Assessment Roll	Assessed Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated Refund	School	Co./Town
Arlington School	208,500 \$	4,989.16	104,250 \$	2,494.58 \$	2,494.58		
County	208,500 \$	481.13	104,250 \$	240.57	\$		240.56
Town	208,500 \$	1,794.84	104,250 \$	897.42	\$		897.42
Arlington Fire	208,500 \$	1,291.66	104,250 \$	645.83	\$		645.83
Consolidated Light	208,500 \$	59.74	104,250 \$	29.87	\$		29.87
Greater Pok Lib Dist	208,500 \$	355.07	104,250 \$	177.53	\$		177.54
			Year Sub Total	\$2,494.58			\$1,991.22

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
In the Matter of the Application of

COLLEGE PROPERTIES, LLC

Petitioner,

For a Judicial Review under Article 7 of the Real Property
Tax Law of Real Property Tax Assessments,

-against-

THE TOWN OF POUGHKEEPSIE, the BOARD OF
ASSESSMENT REVIEW and the ASSESSOR OF
THE TOWN OF POUGHKEEPSIE,

Respondents,

-and-

ARLINGTON CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.
-----X

CONSENT JUDGMENT

Index No. 2025-54378

Hon. James V. Brands

The above Petitioner having heretofore served and filed a Notice of Petition and Verified Petition to review the tax assessments fixed by the Town of Poughkeepsie for the assessment rolls of 2025 upon certain real property located in the Town of Poughkeepsie, Dutchess County, New York and designated on the Official Assessment Roll of the Town of Poughkeepsie for Parcel Tax Identification Numbers 134689-6161-12-817688-0000 (Raymond Avenue); 134689-6161-12-817693-0000 (Raymond Avenue); 134689-6161-12-830689-0000 (12 Lagrange Avenue); and 134689-6161-12-825690-0000 (10 Lagrange Avenue); and

The Petitioner having appeared by Jeffrey Rothschild, Esq. of the law firm of Cappillino & Rothschild, LLP, the Respondents having appeared by Kyle Barnett, Esq. of the law firm of Van DeWater & Van DeWater, LLP, and the Intervenor-Respondent appeared by Ira S. Levy, Esq. of

the law firm of Shaw, Perelson, May & Lambert, LLP, and the parties having made their settlement, it is hereby

ORDERED, that the assessments on the properties referred to herein, be and the same is hereby reduced, corrected, and fixed for the 2025 assessment rolls as follows:

<u>Description (Tax I.D.)</u>	<u>Original Assessment</u>	<u>Settlement Assessment</u>	<u>Amount of Reduction</u>
134689-6161-12-817688-0000	\$170,800.00	\$85,400.00	\$85,400.00
134689-6161-12-817693-0000	\$122,100.00	\$61,050.00	\$61,050.00
134689-6161-12-830689-0000	\$325,000.00	\$162,500.00	\$162,500.00
134689-6161-12-825690-0000	\$208,500.00	\$104,250.00	\$104,250.00

and it is further

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the Real Property Tax Law of the State of New York (“RPTL”), the assessment of \$84,400.00 for Tax Grid Identification Number 134689-6161-12-817688-0000 (Raymond Avenue) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the RPTL, the assessment of \$61,050.00 for Tax Grid Identification Number 134689-6161-12-817693-0000 (Raymond Avenue) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the RPTL, the assessment of \$162,500.00 for Tax Grid Identification Number 134689-6161-12-830689-0000 (12 Lagrange Avenue) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the RPTL, the assessment of \$104,250.00 for Tax Grid Identification Number 134689-6161-12-825690-0000 (10 Lagrange Avenue) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment roll upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entry in conformity with this Order and shall note upon the margin of said roll, opposite of said entry, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Dutchess County Commissioner of Finance or the Town of Poughkeepsie for Parcel Tax Identification Numbers 134689-6161-12-817688-0000 (Raymond Avenue); 134689-6161-12-817693-0000 (Raymond Avenue); 134689-6161-12-830689-0000 (12 Lagrange Avenue); and 134689-6161-12-825690-0000 (10 Lagrange Avenue), the amount of Town, Special District and any other ad valorem taxes paid by the petitioner as taxes against the said erroneous assessments in the excess

of what the taxes would have been had the said assessments made in the aforesaid year been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, provided, however, notwithstanding any other provisions herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order with notice of entry, and it is further,

ORDERED AND DIRECTED, that the Commissioner of Finance of the County of Dutchess, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioner the amount of County taxes paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been had the assessments been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute; provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order upon the Commissioner of Finance with notice of entry, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Arlington Central School District, for Parcel Tax Identification Numbers 134689-6161-12-817688-0000 (Raymond Avenue); 134689-6161-12-817693-0000 (Raymond Avenue); 134689-6161-12-830689-0000 (12 Lagrange Avenue); and 134689-6161-12-825690-0000 (10 Lagrange Avenue), the amount of school taxes, and library taxes if applicable, paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been had the said assessments made in the aforesaid year been determined by this Order, together with interest from the date of payment thereof as provided by the statute, provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of the Order with notice of entry, and it is further

ORDERED AND DIRECTED, that the Fire District or the Dutchess County Commissioner of Finance, County of Dutchess, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioner where applicable, the amounts, if any, of County taxes and ad valorem Special District Taxes, if any, paid by the petitioner as taxes against the erroneous assessments in excess of what the taxes would have been if said assessments were made in the aforesaid year had been as determined by this Order, with interest pursuant to §726 of the Real Property Tax Law of the State of New York, from the date of payment, and it is further

ORDERED AND DIRECTED, that unless paid within sixty (60) days from service of this Order and of the Audit and Demand for payment all tax refunds are to be made with statutory interest for the date the taxes indicated herein were paid, pursuant to §726 of the Real Property Tax Law of the State of New York, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondents, the Dutchess County Commissioner of Finance, Town of Poughkeepsie, Arlington Central School District and/or any of the various taxing authorities, be made by check or draft payable to the order of Cappillino, Rothschild & Egan LLP, P.O. Box 390 Pawling, New York 12564 who are to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of the Court in regard to its attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ORDERED, that this Order may be executed and delivered by exchange of facsimile

signatures of the parties, or by exchange by e-mail of signed copies bearing the signatures of the parties. The facsimile or e-mail signatures shall be the same as original signatures in all respects, including, but not limited to, being admissible in evidence in any court.

ORDERED, that this Order may be executed in counterparts.

Signing and entry of the within
Order is hereby consented to:

By: _____
Nicholas P. Moustakas, Esq.
Cappillino, Rothschild & Egan, LLP
Attorneys for Petitioner
7 Broad Street
P.O. Box 390
Pawling, New York 12564

By: _____
Kyle W. Barnett, Esq.
Van DeWater & Van DeWater, LLP
Attorneys for Respondents
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, New York 12602

By: _____
Ira S. Levy, Esq.
Shaw, Perelson, May & Lambert, LLP
Attorneys for Intervenor-Respondent
115 Stevens Avenue
Valhalla, New York 10595

Dated: _____
Poughkeepsie, New York

SO ORDERED

HON. JAMES V. BRANDS, J.H.O.

RESOLUTION 1:21 - # BC OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the settlement of the tax certiorari proceeding instituted by KNC Management, Inc., owner of property located in the Town of Poughkeepsie and designated as Tax Grid No. 134689-6161-12-818683-0000 (50 Raymond Avenue) for the 2025 tax assessment rolls, as shown on the attached Consent Judgment; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor or her designee, Town Assessor, Maureen Gilmartin, and Kyle Barnett of Van DeWater & Van DeWater, LLP, to sign such papers as are necessary to effectuate said settlement.

Dated: January 21, 2026

Moved: Bill Reuter

Seconded: Barbara Laird

Motion passes/ fails: Ayes 7 Nays 0

ES/aap
t-1/5/26
m-01/21/26

	AYE	NAY	ABSTAIN
<u>PRESENT/ABSENT</u> Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT/ABSENT</u> Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT/ABSENT</u> Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT/ABSENT</u> Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT/ABSENT</u> Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT/ABSENT</u> Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT/ABSENT</u> Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Town of Poughkeepsie
Tax Certiorari Refund Liability

Owner: KNC Management, Inc

Parcel 1

6161-12-818683 50 Raymond Ave

Parcel 1	50 Raymond Ave						
2025 Assessment Roll	Assessed Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated School	Refund	Co./Town
Arlington School	825,000 \$	19,741.30	412,500 \$	9,870.65 \$	10,612.47		
County	825,000 \$	1,903.77	412,500 \$	951.88		\$	951.89
Town	825,000 \$	7,101.87	412,500 \$	3,550.94		\$	3,550.93
Arlington Fire	825,000 \$	5,110.88	412,500 \$	2,555.44		\$	2,555.44
Consolidated Light	825,000 \$	236.39	412,500 \$	118.19		\$	118.20
Greater Pok Lib Dist	825,000 \$	1,404.95	412,500 \$	702.47		\$	702.48
			Year Sub Total		\$10,612.47		\$7,878.94

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X

In the Matter of the Application of

KNC MANAGEMENT, INC.

CONSENT JUDGMENT

Petitioner,

Index No. 2025-54379

For a Judicial Review under Article 7 of the Real Property
Tax Law of Real Property Tax Assessments,

Hon. James V. Brands

-against-

THE TOWN OF POUGHKEEPSIE, the BOARD OF
ASSESSMENT REVIEW and the ASSESSOR OF
THE TOWN OF POUGHKEEPSIE,

Respondents,

-and-

ARLINGTON CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

-----X

The above Petitioner having heretofore served and filed a Notice of Petition and Verified Petition to review the tax assessment fixed by the Town of Poughkeepsie for the assessment rolls of 2025 upon certain real property located in the Town of Poughkeepsie, Dutchess County, New York and designated on the Official Assessment Roll of the Town of Poughkeepsie for Parcel Tax Identification Number 134689-6161-12-818683-0000 (50 Raymond Avenue); and

The Petitioner having appeared by Jeffrey Rothschild, Esq. of the law firm of Cappillino & Rothschild, LLP, the Respondents having appeared by Kyle Barnett, Esq. of the law firm of Van DeWater & Van DeWater, LLP, and the Intervenor-Respondent appeared by Ira S. Levy, Esq. of the law firm of Shaw, Perelson, May & Lambert, LLP, and the parties having made their settlement, it is hereby

ORDERED, that the assessment on the properties referred to herein, be and the same is hereby reduced, corrected, and fixed for the 2025 assessment rolls as follows:

<u>Description (Tax I.D.)</u>	<u>Original Assessment</u>	<u>Settlement Assessment</u>	<u>Amount of Reduction</u>
134689-6161-12-818683-0000	\$825,000.00	\$412,500.00	\$412,500.00

and it is further

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the Real Property Tax Law of the State of New York (“RPTL”), the assessment of \$412,500.00 for Tax Grid Identification Number 134689-6161-12-818683-0000 (50 Raymond Avenue) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment roll upon which the above-mentioned assessment and any taxes levied thereon are entered shall correct the said entry in conformity with this Order and shall note upon the margin of said roll, opposite of said entry, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Dutchess County Commissioner of Finance or the Town of Poughkeepsie for Parcel Tax Identification Number 134689-6161-12-818683-0000 (50 Raymond Avenue), the amount of Town, Special District and any other ad valorem taxes paid by the petitioner as taxes against the said erroneous assessment in the excess of what the taxes would have been had the said assessment made in the aforesaid year been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, provided, however, notwithstanding any other provisions

herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order with notice of entry, and it is further,

ORDERED AND DIRECTED, that the Commissioner of Finance of the County of Dutchess, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioner the amount of County taxes paid by the petitioner as taxes against the erroneous assessment in excess of what the taxes would have been had the assessment been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute; provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order upon the Commissioner of Finance with notice of entry, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Arlington Central School District, for Parcel Tax Identification Number 134689-6161-12-818683-0000 (50 Raymond Avenue), the amount of school taxes, and library taxes if applicable, paid by the petitioner as taxes against the said erroneous assessment in excess of what the taxes would have been had the said assessment made in the aforesaid year been determined by this Order, together with interest from the date of payment thereof as provided by the statute, provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of the Order with notice of entry, and it is further

ORDERED AND DIRECTED, that the Fire District or the Dutchess County Commissioner of Finance, County of Dutchess, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioner where applicable, the amounts, if any, of County taxes and ad valorem Special District Taxes, if any, paid by the petitioner as taxes against the erroneous

assessment in excess of what the taxes would have been if said assessment were made in the aforesaid year had been as determined by this Order, with interest pursuant to §726 of the Real Property Tax Law of the State of New York, from the date of payment, and it is further

ORDERED AND DIRECTED, that unless paid within sixty (60) days from service of this Order and of the Audit and Demand for payment all tax refunds are to be made with statutory interest for the date the taxes indicated herein were paid, pursuant to §726 of the Real Property Tax Law of the State of New York, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondents, the Dutchess County Commissioner of Finance, Town of Poughkeepsie, Arlington Central School District and/or any of the various taxing authorities, be made by check or draft payable to the order of Cappillino, Rothschild & Egan, LLP, P.O. Box 390 Pawling, New York 12564 who are to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of the Court in regard to its attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ORDERED, that this Order may be executed and delivered by exchange of facsimile signatures of the parties, or by exchange by e-mail of signed copies bearing the signatures of the parties. The facsimile or e-mail signatures shall be the same as original signatures in all respects, including, but not limited to, being admissible in evidence in any court.

ORDERED, that this Order may be executed in counterparts.

Signing and entry of the within
Order is hereby consented to:

By: _____
Nicholas P. Moustakas, Esq.
Cappillino, Rothschild & Egan, LLP
Attorneys for Petitioner
7 Broad Street
P.O. Box 390
Pawling, New York 12564

By: _____
Kyle W. Barnett, Esq.
Van DeWater & Van DeWater, LLP
Attorneys for Respondents
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, New York 12602

By: _____
Ira S. Levy, Esq.
Shaw, Perelson, May & Lambert, LLP
Attorneys for Intervenor-Respondent
115 Stevens Avenue
Valhalla, New York 10595

Dated: _____
Poughkeepsie, New York

SO ORDERED

HON. JAMES V. BRANDS, J.H.O.

RESOLUTION 1:21 - # 14 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby set the 18th day of February, 2026 at 7:00 pm at the Town Hall, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, New York, as and for the time, date and place of a public hearing to consider the adoption by local law of an amendment to Town Code Chapter 91, entitled "Electrical Inspections", and

BE IT FURTHER RESOLVED, that the proposed local law is attached hereto, and the Town Board does hereby waive a verbatim reading of said amendments and does direct that they be spread across the record as if they, in fact, had been read verbatim; and

BE IT FURTHER RESOLVED, that the local law is a Type II action pursuant to SEQRA requiring no further environmental review; and

BE IT FURTHER RESOLVED, that said local law, if adopted, shall take effect immediately upon filing with the Secretary of State.

Dated: January 21, 2026

Moved: Barbara Laird

Seconded: Ann Shershin

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/14/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<u>/</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Laird	<u>/</u>	___	___
<u>PRESENT</u> /ABSENT Councilman Thangiah	<u>/</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Watson	<u>/</u>	___	___
<u>PRESENT</u> /ABSENT Councilman Sharpe	<u>/</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<u>/</u>	___	___
<u>PRESENT</u> /ABSENT Supervisor Edwards	<u>/</u>	___	___

**A LOCAL LAW AMENDING CHAPTER 91 OF THE CODE OF THE TOWN OF
POUGHKEEPSIE, ENTITLED "ELECTRICAL INSPECTIONS"**

BE IT ENACTED by the Town Board of the Town of Poughkeepsie as follows:

SECTION 1. LEGISLATIVE INTENT

This local law amends Chapter 91 of the Code of the Town of Poughkeepsie, entitled "Electrical Inspections," to improve the operation of the Town's electrical inspection procedures.

SECTION 2. AUTHORITY AND SUPERSESSION

This law is enacted pursuant to Section 10(1)(ii)(a)(6), (11) and (12) of the Municipal Home Rule Law and Section 64(10-b) and (24) of the Town Law. It is the intention of the Town Board to supersede any inconsistent terms in state law to the extent authorized by the Constitution and Municipal Home Rule Law.

SECTION 3. FINDINGS AND PURPOSE

The Town of Poughkeepsie desires to streamline and improve its procedures for the appointment of and enforcement of duties by certified electrical inspectors.

SECTION 4. AMENDMENT TO CHAPTER 91 OF THE TOWN CODE

Chapter 91 of the Town Code is hereby repealed and replaced as follows:

§ 91-1. Inspectors designated.

- A. At the reorganizational meeting held each January by the Town Board of the Town of Poughkeepsie, duly qualified electrical inspectors shall be appointed to act as agents of the Town to make any inspections and reinspections of all electrical installations, heretofore and hereinafter described, and to approve or disapprove the same. The Town shall appoint no less than three inspecting agencies and their individual inspectors for one-year terms. The list of nominations for the appointments shall be generated by recommendations of the Building Department of the Town of Poughkeepsie. The criteria for the appointments may include any state requirements for the certification of electrical inspectors as well as a minimum number of years of experience. Any inspector or inspecting agency may be removed from the list of appointed inspectors by resolution of the Town Board at any point during their term.
- B. The determination to engage an approved electrical inspector, as necessary, to perform a herein described electrical inspection shall be at the discretion of the Building Inspector.

§ 91-2. Duties of Electrical Inspector.

- A. It shall be the duty of the Inspector to report in writing to the Chief Building Inspector,

whose duty it shall be to enforce all provisions of this Code, all violations or deviations from or omissions of the electrical provisions of the Building Code applicable to the Town of Poughkeepsie and of all local laws, ordinances and the Building Code as referred to in this chapter insofar as any of the same apply to electrical wiring. The Inspector shall make inspections and reinspections of electrical installations in and on properties in the Town of Poughkeepsie upon the written request of an authorized official of the Town of Poughkeepsie or as herein provided. The Inspector is authorized to make inspections and reinspections of electrical wiring, installations, devices, appliances and equipment in or on properties within the Town of Poughkeepsie where he or she deems it necessary for the protection of life and property. In the event of an emergency, it is the duty of the Inspector to make electrical inspection upon the oral request of an official or officer of the Town of Poughkeepsie.

- B. It shall be the duty of the Inspector to furnish written reports to the proper officials of the Town of Poughkeepsie and owners and/or lessees of property where defective electrical installations and equipment are found upon inspection. He or she shall authorize the issuing of a certificate of compliance when electrical installations and equipment are in conformity with this chapter. He or she shall direct that a copy of the certificate of compliance be sent to the Town of Poughkeepsie to the attention of the Building Inspector.
- C. Upon conclusion of an inspection where the installation has failed to comply with applicable codes, a red sticker shall be placed on the service panel to indicate such failure. The electrical inspector shall also complete a report concerning said failure which shall be forwarded to the Town of Poughkeepsie Building Department within 48 hours of the inspection. A form indicating that corrections have been made and indicating the approval of the electrical inspector shall be submitted to the Town of Poughkeepsie Building Department within 48 hours of the inspection.
- D. Failure to follow the procedures outlined in this chapter and failure to follow any administrative procedures set by the Town of Poughkeepsie Building Department may be grounds for denial of a reappointment.

§ 91-3. Penalties for offenses.

- A. It shall be a violation of this chapter for any person, firm or corporation to install or cause to be installed or to alter electrical wiring for light, heat or power in or on properties of the Town of Poughkeepsie until an application for electrical permit is approved by the Building Department. It shall be a violation of this chapter for a person, firm or corporation to connect or cause to be connected electrical wiring in or on properties for light, heat or power to any source of electrical energy supply, prior to the issuance of a temporary certificate or a certificate of compliance by the Town of Poughkeepsie. Violations of this chapter shall be punishable by a fine of up to \$1,000 or imprisonment for up to one year, or both.
- B. In addition to any other remedies set forth herein authorizing the Town to enforce the provisions of this chapter, establishing penalties, and setting forth additional remedies, the person charged with the responsibility to enforce the provisions of this chapter may impose a civil fine or agree to a civil fine not to exceed \$1,000 per day for each day of the violation. If said civil fine is imposed, then the alleged violator may appeal to the Town Board.

SECTION 5. SUPERSESSION

To the extent that any provision of this Chapter is inconsistent with Town Law or any other provision of New York State law, the provisions of this Chapter are expressly intended to and do hereby supersede any such inconsistent provision under the Town's municipal home rule powers.

SECTION 6. SEVERABILITY

If any clause, sentence, paragraph, section, article or part of this Local Law shall be adjudicated in any court of competent jurisdiction to be invalid, such judgement shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article or part thereof directly involved in the controversy in which such judgment shall have been rendered, and such invalidity shall not be deemed to affect the remaining portions thereof.

SECTION 7. EFFECTIVE DATE

This local law shall take effect immediately after it is filed with the Secretary of State.

Chapter 91

ELECTRICAL INSPECTIONS

red lined

§ 91-1. Inspectors designated.

§ 91-2.

Duties of Electrical Inspector.

§ 91-3.

Penalties for offenses.

~~HISTORY: Adopted by the Town Board of the Town of Poughkeepsie 12-6-1977 (Part II, Ch. 5, Art. III, of the 1964 Code). Amendments noted where applicable.~~

GENERAL REFERENCES

Building construction — See Ch. 68.

Fire prevention — See Ch. 110.

§ 91-1. Inspectors designated.

- A. At the reorganizational meeting held each January by the Town Board of the Town of Poughkeepsie, duly qualified electrical inspectors shall be appointed to act as agents of the Town to make any inspections and reinspections of all electrical installations, heretofore and hereinafter described, and to approve or disapprove the same. The Town shall appoint no less than three inspectors and no more than five inspecting agencies and their individual inspectors for one-year terms. The list of nominations for the appointments shall be generated by recommendations of the Building Department of the Town of Poughkeepsie. The criteria for the appointments may include any state requirements for the certification of electrical inspectors as well as a minimum number of years of experience. Any inspector or inspecting agency may be removed from the list of appointed inspectors by resolution of the Town Board at any point during their term.
- ~~B. Once appointed, the agencies shall each provide within 48 hours to the Building Department of the Town of Poughkeepsie a list of inspectors employed by them who would be performing inspections within the Town of Poughkeepsie. This list shall also include original signatures of these inspectors. Any additions or deletions by the agency to this list will be sent immediately to the Building Department of the Town of Poughkeepsie. This list shall be updated in its entirety each time that the agency is reappointed.~~
- ~~C. B. The determination to engage an approved electrical inspector, as necessary, to perform a herein described electrical inspection shall be at the discretion of the Building Inspector.~~

§ 91-2. Duties of Electrical Inspector.

- A. It shall be the duty of the Inspector to report in writing to the Chief Building Inspector, whose duty it shall be to enforce all provisions of this Code, all violations or deviations from or omissions of the electrical provisions of the Building Code applicable to the Town of Poughkeepsie and of all local laws, ordinances and the Building Code as referred to in this chapter insofar as any of the same apply to electrical wiring. The Inspector shall make inspections and reinspections of electrical installations in and on properties in the Town of Poughkeepsie upon the written request of an authorized official

of the Town of Poughkeepsie or as herein provided. The Inspector is authorized to make inspections and reinspections of electrical wiring, installations, devices, appliances and equipment in or on properties within the Town of Poughkeepsie where he or she deems it necessary for the protection of life and property. In the event of an emergency, it is the duty of the Inspector to make electrical inspection upon the oral request of an official or officer of the Town of Poughkeepsie.

- B. It shall be the duty of the Inspector to furnish written reports to the proper officials of the Town of Poughkeepsie and owners and/or lessees of property where defective electrical installations and equipment are found upon inspection. He or she shall authorize the issuing of a certificate of compliance when electrical installations and equipment are in conformity with this chapter. He or she shall direct that a copy of the certificate of compliance be sent to the Town of Poughkeepsie to the attention of the Building Inspector.
- C. Upon conclusion of an inspection where the installation has failed to comply with applicable codes, a red sticker shall be placed on the service panel to indicate such failure. The electrical inspector shall also complete a report concerning said failure which shall be forwarded to the Town of Poughkeepsie Building Department within 48 hours of the inspection. ~~Upon inspection wherein a different electrical inspection agency finds the red sticker indicating a previous failure, the inspector shall contact the Town of Poughkeepsie Building Department to determine the reasons for such failure and shall not complete an inspection until the reasons for such failure are cured. A form indicating that corrections have been made and indicating the approval of the electrical inspector shall be submitted to the Town of Poughkeepsie Building Department within 48 hours of the inspection. A green sticker shall be used to indicate the compliance with applicable codes.~~
- D. Failure to follow the procedures outlined in this chapter and failure to follow any administrative procedures set by the Town of Poughkeepsie Building Department may be grounds for denial of a reappointment.

§ 91-3. Penalties for offenses.

- A. It shall be a violation of this chapter for any person, firm or corporation to install or cause to be installed or to alter electrical wiring for light, heat or power in or on properties of the Town of Poughkeepsie until an application for electrical permit is approved by the Building Department~~the Building Department inspection has been filed with the New York Board of Fire Underwriters~~. It shall be a violation of this chapter for a person, firm or corporation to connect or cause to be connected electrical wiring in or on properties for light, heat or power to any source of electrical energy supply, prior to the issuance of a temporary certificate or a certificate of compliance by the Town of Poughkeepsie~~New York Board of Fire Underwriters~~. Violations of this chapter shall be punishable by a fine of up to \$1,000 or imprisonment for up to one year, or both.
- B. In addition to any other remedies set forth herein authorizing the Town to enforce the provisions of this chapter, establishing penalties, and setting forth additional remedies, the person charged with the responsibility to enforce the provisions of this chapter may impose a civil fine or agree to a civil fine not to exceed \$1,000 per day for each day of the violation. If said civil fine is imposed, then the alleged violator may appeal to the Town Board.

RESOLUTION 1:21 - # 15 OF 2026

WHEREAS, the Town Board has received an application from South Hills Owner LLC requesting a zoning text amendment to the South Hills Center (SHC) District related to the proposed re-use of the empty Burlington Coat Factory building at the Shoppes at South Hills as a Self-Storage Facility, tax parcel number 6158-01-297959-0000, located at 1875-1895 South Road, in the Town of Poughkeepsie consisting of approximately 72.62 acres; and

WHEREAS, the proposed zoning text amendment (Exhibit B of the petition submitted with the application) is attached hereto and incorporated herein and the Town Board does hereby waive a verbatim reading of said amendment and does direct that said amendment be spread across the record as if it, in fact, had been read verbatim; and

WHEREAS, the proposed zoning text amendment was reviewed under the New York State Environmental Quality Review Act (SEQRA), and the Planning Board, as Lead Agency for environmental review of the project, issued a negative declaration on January 15, 2026; and

WHEREAS, a written recommendation was received from the Dutchess County Department of Planning and Development dated October 16, 2025 stating that the proposed code amendment is a matter of local concern; and

WHEREAS, a written recommendation dated January 16, 2026 was received from the Town of Poughkeepsie Planning Board in which said Board conveyed a neutral recommendation to the Town Board regarding adoption of the herein code amendment; and

WHEREAS, amending the Zoning Code requires a public hearing.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Town Board hereby sets a public hearing on the proposed zoning text amendment for February 18, 2026, at 7:00 PM, or as soon thereafter as the matter may come to be heard, in the Town Hall, One Overocker Road, Poughkeepsie, New York; and
2. The Town Board directs the Town Clerk to provide for public notice of said hearing per Town Code §210-156.

Dated: January 21, 2026
Moved: Shantha Thangiah
Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/15/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



CATANIA, MAHON & RIDER, PLLC

ATTORNEYS AT LAW

JOSEPH A. CATANIA JR.*
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MICHELLE F. RIDER, CPA
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JOSEPH G. MCKAY
MICHAEL E. CATANIA (NJ)
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JONATHAN J. DeJOY
DAVID E. DECKER
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JAMES S. ARRABITO (NJ)
CHRISTOPHER J. WHITTON **
ADAM J. THOMAS
THOMAS J. CUMMINGS
MEAGHAN R. MCKAY
MARY J. TAMBURRI (NJ)
WADE RIACHI

HOBART J. SIMPSON (1975-2016)

(ALSO ADMITTED IN)
* Of Counsel
** Special Counsel

Writer's Direct No.
(845) 569-4377

Writer's E-Mail
jfurst@cmrlaw.com

September 10, 2025

VIA E MAIL & OVERNIGHT MAIL [Ten (10) Sets]

Town of Poughkeepsie
Supervisor Edwards and Town Board Members
1 Overocker Road
Poughkeepsie, NY 12603

RE: Re-Zone to Allow Limited Self-Storage at the Shoppes at South Hills
(a/k/a South Hills Mall)
Our File No.: 15509-66879

Dear Supervisor Edwards and Members of the Town Board:

As you know, we represent the owner of the above-mentioned property, South Hills Owner LLC (the "Applicant"), in connection with its request for a minor modification of the Town's Zoning Code to permit self-storage as an adaptive re-use at the property. We originally appeared before the Town Board in the summer of 2023, but the matter was tabled in the Fall of 2023. As per our recent appearance before the Town Board on August 20, 2025, enclosed please find an updated Petition with a proposed local law asking the Town Board to allow self-storage as an adaptive reuse within the subject South Hills Center (SHC) zoning district.¹

As you may recall, the Planning Board previously issued a Negative Declaration under the New York State Environmental Quality Review Act (SEQRA) on July 20, 2023. On July 25, 2023, the Planning Board also issued its Advisory Report to the Town Board.

¹ The original petition submitted in May of 2023 also requested to amend the SHC District's regulations to allow more flexible subdivision of the parent parcel; however, that request has been withdrawn.

CATANIA, MAHON & RIDER, PLLC

Town of Poughkeepsie
Page 2

Since the Applicant no longer has a specific user lined up for self-storage use, it will not immediately be seeking the specific site plan approval and special use permit from the Planning Board in conjunction with this re-zone request. We believe that it makes more sense to have a specific self-storage user, which may have specific design and site plan requirements, before proceeding with the Planning Board's review of the site plan and special use permit approvals. In any event, regardless of the specific future self-storage use, it must be limited to an adaptive re-use of an existing building to qualify. The Applicant has previously provided design exhibits that demonstrate a possible design with the Burlington Coat Factory building converted to self-storage. Such example demonstrates that there will be no material changes to the property's common areas, site plan, or layout. The same would hold true for any adaptive re-use of an existing building at the Mall. The Applicant has already provided numerous examples of how self-storage facilities have been incorporated very effectively into existing retail developments. The Applicant is also willing to consider a maximum cap on the amount of self-storage space permitted in the SHC zone.

The Town's Comprehensive Plan calls for the expansion of non-residential/commercial uses within the SHC zone by promoting a mix of business and commercial uses. The proposed adaptive re-use of an existing abandoned building in the shopping center does NOT hinder the potential future development of the South Hills Center with more active, dynamic and walkable uses. Moreover, the proposal also meets the Comprehensive Plans' goals of promoting infill development, utilizing existing infrastructure, preserving open spaces, and reducing greenhouse gas emissions. Plus, the addition of self-storage as an adaptive re-use at the property dovetails nicely with any future multi-family residential projects at the property. Given the current capacity issues with the Tri-Municipal Sewer District, it is still unclear when the sewer district will have the necessary capacity for the residential development of the property.

Enclosed please find the following:

- (1) A copy of the updated Rezone Petition with a proposed local law reflecting the above-mentioned request;
- (2) The updated and signed Change of Zone forms;
- (3) Sample site plans of a potential adaptive re-use of the vacant Burlington Coat Factory building;
- (4) An updated copy of the Full Environmental Assessment Form under SEQRA as well as a copy of the Planning Board's Negative Declaration, dated July 20, 2023;
- (5) A copy of the Planning Board's Advisory Comments, dated July 25, 2023; and
- (6) Samples of self-storage facilities being incorporated into existing retail developments.

Please note a check for \$2,250, made payable to the Town of Poughkeepsie, representing the application fee is being overnighted separately to the Town. In addition, we have been advised that no further escrow submission is required since we have a balance of \$7,896.81 remaining from 2023. Kindly place this updated rezone request on the Town Board's next

CATANIA, MAHON & RIDER, PLLC

Town of Poughkeepsie
Page 3

available agenda. In the interim, if you have any questions or comments, please feel free to contact me. Thank you.

Very truly yours,



JOHN W. FURST

JWF/2656310
Cc: South Hills Owner LLC
LRC Group

Pursuant to IRS Regulations, any tax advice contained in this communication or attachments is not intended to be used and cannot be used for purposes of avoiding penalties imposed by the Internal Revenue Code or promoting, marketing or recommending to another person any tax related matter.

TOWN BOARD OF THE TOWN OF POUGHKEEPSIE,
DUTCHESS COUNTY, NEW YORK

-----X
In the Application of

SOUTH HILLS OWNER LLC

For an Amendment to the §210-23 of the Town
of Poughkeepsie's Zoning Code, pursuant to Article XIV
of the Town's Zoning Code.

PETITION
FOR ZONING TEXT
AMENDMENT

-----X
The undersigned South Hills Owner LLC ("Petitioner"), by its attorneys, Catania, Mahon & Rider, PLLC, 641 Broadway, Newburgh New York 12550, as per this Petition, request a text amendment to the §210-23 [South Hills Center (SHC) District], respectfully alleges as follows:

INTRODUCTION

1. Petitioner is a Delaware limited liability company with a mailing address of 565 Taxter Road, Suite 400, Elmsford, NY 10523 and submits this Petition pursuant to Section 210, Article XIV of the Town of Poughkeepsie's Zoning Code.

2. The Petitioner is owner of real property (the "Property") comprised of approximately 72.69 acres, located on the west side of South Road (NYS Route 9), near its intersection with NYS Route 9D, with a tax map designation of SBL 134689-6158-01-297959. An aerial photograph of the area with the Property highlighted is annexed hereto as **Exhibit A**.

3. The Property is located within the Town's South Hills Center (SHC) Zoning District and is the only property located entirely within the SHC District. The Property is better known as the South Hills Center (also referred to as The Shoppes at South Hills or the South Hills Mall), which contains a mix of retail uses at the Property.

4. The Petitioner is seeking a zoning text amendment to the current SHC regulations in order to assist with the infill redevelopment of the South Hills Center.

5. The Petitioner seeks a minor modification to the language for current SHC regulations (the "Amendment"):

- (a) amend §210-23.D to add subsection - **"*Self Storage as an adaptive re-use**"** as an additional permitted use in the South Hills Center (SHC) District, subject to special use permit approval by the Planning Board wherein in the term "Self-storage" shall mean, "An enclosed structure used exclusively for the temporary

indoor storage of personal materials and goods. The structure(s) shall contain multiple individual mini-warehouse units that are rented or leased to the general public. Self-storage does not include contractor's storage or warehouse. Also referred to as self-service storage, private rental storage, or mini-storage"; and

A copy of the proposed local law reflecting the proposed Amendment is attached as **Exhibit B**.

**THE PROPOSED ZONING TEXT AMENDMENT AND CONSISTENCY
WITH THE COMPREHENSIVE PLAN & ITS FURTHERANCE OF THE PURPOSES
SET FORTH IN ARTICLE I OF THE ZONING CHAPTER**

6. The Town's Comprehensive Plan was recently updated in 2021, with the Town Board's adoption of the "Town of Poughkeepsie 2030 Comprehensive Plan Update" on October 6, 2021 (the "Comp Plan"). The Comp Plan recognizes the national trend in the decreasing amount of "brick and mortar" retail stores, and correspondingly the Comp Plan focuses on the revitalization and redevelopment of these already developed commercial areas that may be currently underutilized. This not only preserves open space, but also takes advantage of the existing infrastructure (roads, sewer, water, etc.). See Page 2 of the Town's Comp Plan.

7. Indeed, the Comp Plan identifies the South Hills Center as a specific "Opportunity Area" for an infill development that focuses on a potentially underutilized site. See Page 30 and 55 of the Comp Plan. Along those lines, the Comp Plan specifically recommends to expand the number of allowable non-residential uses within the SHC Zoning District. See Recommendation 2.2.5 at Page 62 of the Town's Comp Plan.

8. The zoning Amendment's request to add "self-storage as an adaptive reuse" use within the SHC Zoning District also promotes the purposes set forth in Article I of the Town's Zoning Chapter.

9. The current SHC Zoning District's character is commercial retail; thus, adding a use like a self-storage facility (as defined above) is consistent with the existing commercial uses within the district. The proposed zoning text Amendment also reflect the recent trends in economic activity as consumers gravitate away from the traditional "brick and mortar" retail stores. Thus, a proposed self-storage facility as an adaptive reuse would be the best use of the existing site and the most appropriate use of underutilized land.

10. The zoning text Amendment would also promote infill development of an existing

shopping mall that is already developed, as opposed to allowing for the development on vacant, undeveloped, land; thus, preserving open space and minimizing impacts to the Town's water resources.

11. The zoning Amendment will also help protect the character and the social economic stability of the Town by assisting in the redevelopment of an underutilized mall. The Planning Board's site plan review and special use permit process will ensure the re-development is orderly, properly designed and appropriate given the existing setting.

12. Allowing self-storage as an adaptive re-use at the South Hills Center along Route 9 will protect existing residential areas since there are no nearby residential uses. The Town's Comprehensive Plan not only promotes a mix of commercial uses at the Property, but also a mix of residential and commercial uses. The proposed re-development of an existing building within the Mall will not hinder residential development at the property. In fact, a self-storage facility would complement any multi-family residential development at the Property.

13. The proposed zoning Amendment will also encourage development where the infrastructure already exists. The existing roads, sewer and water systems can accommodate any development resulting from the Amendment.

14. Finally, the proposed Amendment, and the associated infill redevelopment, of the South Hills Center, will foster the re-use of existing asphalt areas, the preservation of open space and result in less greenhouse gas emissions than a traditional development on vacant land.

15. In short, the proposed zoning text Amendment will be consistent with the Town's Comp Plan and the purposes behind the Town's Zoning Chapter.

CONCLUSION

16. The proposed zoning text Amendment should constitute is a Type I Action under the State Environmental Quality Review Act ("SEQRA") for which the Planning Board, as Lead Agency, has previously issued a Negative Declaration.

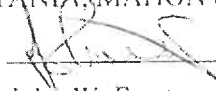
17. The Petitioner respectfully requests that the Town Board, pursuant to Article XIV of the Zoning Code:


- (a) Accept this updated Petition and immediately re-refer this matter to the Town's Planning Board for a report and recommendation;

- (b) Re-refer the updated Petition and associated materials to the Dutchess County Department of Planning;
- (c) Schedule, notice and conduct a public hearing on the Amended Petition at the earliest date; and
- (d) Adopt the minor zoning text Amendment annexed hereto as Exhibit B.

WHEREFORE, it is respectfully requested the instant matter be placed on the earliest possible agenda of the Town Board to begin the process and that the relief sought herein be eventually granted.

Dated: September 16, 2025
Newburgh, New York

Respectfully Submitted,
CATANIA, MAHON & RIDER, PLLC
By: 
John W. Furst
Attorneys for the Petitioner

South Hills Owner LLC
By: 
Name: Adam Ifshin
Title: Authorized Signatory

Aerial Photograph
EXHIBIT A

Proposed Local Law
EXHIBIT B

LOCAL LAW NO. ___ OF 2025

**A LOCAL LAW AMENDING § 210-23 [SOUTH HILLS CENTER (SHC) DISTRICT]
OF THE TOWN OF POUGHKEEPSIE ZONING CODE**

A LOCAL LAW amending the text of § 210-23 of the Zoning Code of the Town of Poughkeepsie as set forth herein, to add self-storage as a permitted adaptive reuse.

BE IT ENACTED:

Section 1. Title.

This local law shall be known as “Amendments to § 210-23 [South Hills Center (SHC) District].”

Section 2. Authority.

This Local Law is enacted pursuant to the authority of Municipal Home Rule Law § 10, New York State Town Law, and in accordance with Chapter 210, Article XIV, entitled “Amendments,” of the Zoning Code of the Town of Poughkeepsie.

Section 3. Purpose and Findings.

The Town Board of the Town of Poughkeepsie has received an updated petition from South Hills Owner LLC for a zoning text amendment to § 210-23 of the Town Code, seeking to have the Town Board amend the Zoning Code for this Zoning District to allow for self-storage facilities as an adaptive reuse within the SHC District.

This SHC Zoning District basically consists of only one use: the South Hills Center (a/k/a The Shoppes at South Hills or the South Hills Mall). The petitioner asserts, and the Town Board agrees, that the proposed zoning text amendments will allow greater flexibility for the reuse of existing, currently vacant buildings within the shopping center. The Town’s Comprehensive Plan, adopted by the Town Board on October 6, 2021, identifies the location of The Shoppes at South Hills as an “opportunity area.” The Town Board is mindful that interim changes to the zoning provisions of this District should not impair the opportunities presented by this site, including its potential use for a mix of residential uses and supporting commercial uses. Accordingly, the proposed text amendment is limited to the adaptive reuse of existing structures and would not permit the construction of new buildings for self-storage facilities on the site.

The Town Board finds that this amendment also would foster development of this site consistent with the objectives of the Comprehensive Plan and in furtherance of the purposes set forth in Article I of the Town’s Zoning Code because it promotes infill redevelopment of an existing “opportunity area.”

Section 4. Amendments.

1. Section 210-23(C) of the Town of Poughkeepsie Zoning Code is hereby amended by adding a new subsection (10), and renumbering the current subsection (10) as (11), as follows:

(10) *Self storage, as an adaptive reuse.¹

(11) *Service businesses, with drive-in or drive-through.

Section 5. Repeal, Amendment, and Supersession of Other Laws.

All other Resolutions, Ordinances or Local Laws of the Town of Poughkeepsie which conflict with the provisions of this Local Law are hereby superseded or repealed to the extent necessary to give this Local Law force and effect.

Section 6. Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Law, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect.

Section 7. Effective Date.

This Law shall become effective upon filing with the New York State Secretary of State.

¹ In this District, "self storage" shall mean "An enclosed structure used exclusively for the temporary indoor storage of personal materials and goods. The structure(s) shall contain multiple individual mini-warehouse units that are rented or leased to the general public. Self storage does not include contractor's storage or warehousing. Also referred to as self-service storage, private rental storage, or mini-storage."



Town of Poughkeepsie

1 Overacker Road
Poughkeepsie, NY 12603

845-485-3620 Phone
845-485-3701 Fax

Application for Change of Zone

Name of Applicant(s): South Hills Owner LLC

Address: 565 Taxter Road, Suite 400, Elmsford, NY 10523

Telephone: (914)304-5673

Name, Address and Telephone of Record Owner(s): • South Hills Owner LLC
• South Hills Owner LLC

1. Applicant is the: Owner Contract Vendee

2. Tax Map Number of all parcels that are part of this application: _____
134689-6158-01-297959

3. If Applicant is a Corporation, LLC, L.P., P.C., D/B/A, or Partnership, provide names of all shareholders, members, and partners as applicable: _____

4. Date Corporation, LLC, L.P., P.C., D/B/A, or Partnership was formed or registered to do business in New York State: _____

5. Current Zoning District of affected parcels: South Hills Zoning Center

6. Proposed Zoning District of affected parcels: Same

7. Total Acreage involved in application: 72.62 acres

8. Total contiguous acreage controlled by applicant/owner¹: None

1. Shall include lands owned by family members of the applicant, and any corporation(s), partnership(s), limited liability companies, or other entities or partnerships in which the applicant has an interest.

9. Describe the Project for which the Change of Zone is requested: Zoning text amendments
to permit self-storage use as an adaptive re-use within the SHC zone


10. Will the Project require any of the following additional approvals? (Check all that apply)

Lot Line Revision	<input type="checkbox"/>	Subdivision	<input type="checkbox"/>
Site Plan	<input type="checkbox"/>	Land Contour Permit	<input type="checkbox"/>
Aquatic Resources Permit	<input type="checkbox"/>	Floodplain Development Permit	<input type="checkbox"/>
Area Variance	<input type="checkbox"/>	Use Variance	<input type="checkbox"/>

11. Attach a copy of the current deed for the property(ies).

12. Attach a copy of the executed Contract of Sale or Option to Purchase (if applicable).

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

Applicant Signature: 

Print Name: South Hills Owner LLC

Date: 4/27/2023

OWNER AFFIDAVIT

State of New York)
County of Westchester) ss:

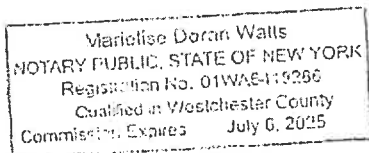
Adam Ifshin being duly sworn, deposes and says:

1. That I/we are the Owner(s) of the within property as described in the foregoing application and that the statements contained therein are true to the best of my/our knowledge and belief.
2. That I/we hereby authorize Catania, Mahon & Rider, PLLC, to act as my/our representative in all matters regarding said application and that I/we have the legal right to make or authorize the making of said application.
3. That I/we understand that by submitting this application that I/we expressly grant permission to the Town Board and its authorized representatives to enter upon the property, at all reasonable times, for the purpose of conducting inspections and becoming familiar with site conditions. I/we acknowledge that this grant of permission may only be revoked by the full withdrawal of said application from further Town Board action.
4. That I/we understand that by submitting this application that I/we shall be responsible for the payment of all application fees, review fees, and inspection fees incurred by the Town related to this application.
5. That I/we understand that the Town of Poughkeepsie Town Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury I/we declare that I/we have examined this affidavit and that it is true and correct.


Applicant/Owner

Applicant/Owner


Notary Public



DISCLOSURE OF BUSINESS INTEREST


State of New York }
County of Westchester } ss:

Adam Tifshin being duly sworn, deposes and says:

1. Pursuant to §803 of the General Municipal Law the following municipal officer(s) or employee(s), and any of their family members, outside employers, business associates, clients, or campaign contributors, have, or will later acquire, an ownership position, employment position, or other contractual interest in the application described herein: (Insert name, home address and municipal position held. Attach additional pages as necessary.)


2. That the interest of said municipal officer(s) or employee(s) is: (Detail the nature and extent of the interest. Attach additional pages as necessary.)

3. That he/she understands that the Town of Poughkeepsie Town Board intends to rely on the foregoing representations in making a determination to issue the requested applications and approvals and that under penalty of perjury he/she declares that he/she has examined this affidavit and that it is true and correct.



Agent/Owner

Agent/Owner



Notary Public

Marie'se Doran Watts
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WAG419286
Qualified in Westchester County
Commission Expires July 6, 2025

Dutchess County Department of Planning and Development

Fax Info Only	To	Date	#pgs
	Co./Dept.	From	
	Fax #	Phone #	

239 Planning/Zoning Referral - Exemption Communities

Municipality: **Town of Poughkeepsie**

Referring Agency: **Municipal Board**

Tax Parcel Number(s): **2979590000**

Project Name: **Zoning Text Amendment**

Applicant: **South Hills Mall LLC**

Address of Property: **1875-1895 South Rd, Poughkeepsie, NY 12601**

Please Fill in this section

<p>Exempt Actions:* 239 Review is NOT Required</p> <ul style="list-style-type: none"> ● Administrative Amendments (fees, procedures, penalties, etc.) ● Special Permits for residential uses (accessory apts, home occupations, etc.) ● Use Variances for residential uses ● Area Variances for residential uses ● Renewals/Extension of Site Plans or Special Permits that have no changes from previous approvals <p>No Authority to review these Actions</p> <ul style="list-style-type: none"> ● Subdivisions / Lot Line Adjustments ● Interpretations <p><input type="checkbox"/> Exempt Action submitted for informal review</p>	<p>Actions Requiring 239 Review</p> <ul style="list-style-type: none"> <input type="checkbox"/> Comprehensive/Master Plans <input checked="" type="checkbox"/> Zoning Amendments (standards, uses, definitions, district regulations, etc.) <input type="checkbox"/> Other Local Laws associated with zoning (wetlands, historic preservation, affordable housing, architectural review, etc.) <input type="checkbox"/> Rezoning involving all map changes <input type="checkbox"/> Architectural Review <input type="checkbox"/> Site Plans (all) <input type="checkbox"/> Special Permits for all non-residential uses <input type="checkbox"/> Use Variances for all non-residential uses <input type="checkbox"/> Area Variances for all non-residential uses <input type="checkbox"/> Other (Describe): 	<p>Parcels within 500 feet of:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> State Road: <input checked="" type="checkbox"/> County Road: <input type="checkbox"/> State Property (with recreation area or public building) <input type="checkbox"/> County Property (with recreation area or public building) <input type="checkbox"/> Municipal Boundary <input type="checkbox"/> Farm operation in an Agricultural District
---	---	--

Date Response Requested:

Entered By: **Salvatore, Felicia**

These actions are only exempt in municipalities that signed an intermunicipal agreement with Dutchess County to that effect.

For County Office Use Only

Response From Dutchess County Department of Planning and Development

No Comments:

- Matter of Local Concern
- No Jurisdiction
- No Authority
- Withdrawn
- Incomplete - municipality must resubmit to County
- Exempt from 239 Review
- None

Comments Attached:

- Local Concern with Comments
- Conditional
- Denial
- Incomplete with Comments- municipality must resubmit to County
- Informal Comments Only (Action Exempt from 239 Review)

Date Submitted: **9/19/2025**

Notes:

Major Project

Date Received: **9/19/2025**

Date Requested:

Referral #: **ZR25-264**

Date Required: **10/17/2025**

Also mailed hard copy

Reviewer:



Date Transmitted: **10/16/2025**



Town of Poughkeepsie Planning Department

1 Overocker Road
Poughkeepsie, NY 12603

845-485-3657 Phone

January 16, 2026

Sent via email to: jrosencrans@dlcmtgmt.com

South Hills Owner, LLC
DLC Management Corp.
565 Taxter Drive, 4th Floor
Elmsford, NY 10523

RE: SELF-STORAGE AT THE SHOPPES AT SOUTH HILLS – 1875-1895 SOUTH ROAD
Grid # 6158-01-297959

Dear Mr. Rosencrans:

This letter is to inform you of the action taken by the Town of Poughkeepsie Planning Board at the meeting held on January 15, 2026, at which time you requested a SEQRA Review, Advisory Report to the Town Board for a Zoning District Text Amendment, Special Use Permit Review, Site Plan Review, and Architectural Review to repurpose the Burlington building, turning the existing ±80,275 square foot building into a self-storage facility. Proposed site improvements are limited to accessible parking and building access, a crosswalk, and signage. The proposed zoning text amendment is subject to Town Board review and adoption. South Hills Center (SHC) Zoning District; ±72.62 acres; Unlisted Action; *South Hills Owner LLC c/o DLC Management (Applicant and Owner)*.

A motion was made to open the public hearing.

Moved: Carl Whitehead
Seconded: Nicole Gemmati
Carried: 5-0

A motion was made to adjourn the public hearing to February 19, 2026.

Moved: Carl Whitehead
Seconded: Nicole Gemmati
Carried: 5-0

A motion was made that the Planning Board determine that the proposed application for Self-Storage at the Shoppes at South Hills – 1875-1895 South Road would not have a significant adverse impact on the environment for the reasons set forth in the SEQRA Negative Declaration for a Type I Action dated January 15, 2026.

Moved: Nicole Gemmati
Seconded: Rocco Romeo
Carried: 5-0

A motion was made that the Planning Board convey a neutral recommendation to the Town Board regarding the provisions of the proposed local law that would add *self-storage as an adaptive re-use* as a special permit use to the South Hills Center (SHC) Zoning District.

Moved: Nicole Gemmati
Seconded: Rocco Romeo
Carried: 5-0

A motion was made that the Planning Board defer further action on this application, and direct the applicant to respond to comments, in writing, of the Planning Board and those received from Town departments and agencies including, but not limited to, the following:

1. Town Planning Department comments dated January 9, 2026.
2. Town Building Department comments dated January 2, 2026.
3. Town Engineering Department comments dated December 30, 2025.
4. Town Zoning Department comments dated December 29, 2025.
5. Town Sewer Department comments dated December 23, 2025.
6. Fairview Fire Department comments dated December 22, 2025.
7. DC Department of Health comments dated November 24, 2025.
8. Planning Board comments.

Moved: Nicole Gemmati
Seconded: Rocco Romeo
Carried: 5-0

NOTE TO THE APPLICANT: In responding to the comments of the Planning Board, Planning Department Staff, any of the various Town Departments and Agencies, and any of the Town's consultants, it is the responsibility of the applicant to prepare appropriate and complete responses to each and every comment contained in the comment letter(s) and memoranda listed above. Failure to submit appropriate and complete responses to each and every comment as noted may result in the removal of the application from the Planning Board agenda, or may delay plan signatures pending a revised response.

Very truly yours,

Carl Whitehead

Carl Whitehead
Planning Board Chairman

PRESENT	ABSENT
Chairman Whitehead	
Member Fanelli	
Member Gemmati	
	Member Levasseur
Member McSween	
Member Romeo	
	Member Siddam
	Member Simpson, Alt.
	Member Treybich, Alt.

CW:rlp

cc: Lisa Cobb, Esq., The Law Offices of Lisa M. Cobb, Planning Board Attorney, via email
Ken Casamento, LRC, via email



Town of Poughkeepsie

Planning Department

1 Overocker Road
Poughkeepsie, NY 12603

845-485-3657 Phone

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance
January 15, 2026

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The **TOWN OF POUGHKEEPSIE PLANNING BOARD**, as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and therefore a Draft Environmental Impact Statement will not be prepared.

Name of Action: Self-Storage – Shoppes at South Hills 1875-1895 South Road

SEQR Status: Type 1
Unlisted

Coordinated SEQRA Review: Yes
 No

Conditioned Negative Declaration: Yes
 No

Location

South Hills Center (SHC) Zoning District
SHC Zoning District Text Amendments are proposed with this action
±72.62 acres
Grid #: 6158-01-297959

Description of Action

The action includes repurposing a building, turning the existing structure into a self-storage facility. Proposed site improvements are limited to accessible parking and building access, a crosswalk, and signage. The action also includes a zoning text amendment for the South Hills Center (SHC) zoning district to permit a self-storage use as an adaptive reuse. The zoning text amendment is subject to Town Board review and adoption.

The applicant appeared before the Town Board on September 17, 2025 to present their application. The Town Board referred the application to the Planning Board per Town Code §210-154 for an advisory report regarding the zoning text amendment change, consenting to the Planning Board being Lead Agency. Additionally, the application is subject to special use permit review, site plan review, and architectural review.

The applicant appeared before the Planning Board on November 20, 2025 and January 15, 2026. The public hearing was opened at the January 15, 2026 Planning Board meeting.

Required Permits and Approvals

- Town Board: zoning district text amendment for the South Hills Center (SHC) Zoning District
- Town Planning Board: SEQRA review as Lead Agency, special use permit review, site plan review, and architectural review

Documents, Studies, Materials and Comments Reviewed and Considered by the Lead Agency

A Site Plan application was submitted to the Town Planning Department for review, along with Part I of a Full Environmental Assessment Form for SEQRA review. A complete list of materials reviewed may be found at the end of this document.

Reasons Supporting This Determination:

1. Land

The total acreage involved in the proposed action is ± 72.62 acres (due to the proposed text amendment) with ± 0.01 acres being physically disturbed. Due to the fact that the proposed action will physically disturb less than one (1) acre of land, it is not subject to receipt of a State Pollutant Discharge Elimination System (SPDES) General Permit and therefore requiring no preparation of a project specific Stormwater Pollution Prevent Plan (SWPPP). The proposed action is subject to the applicable erosion and sediment controls and measures. These required controls and measures are anticipated to mitigate the limited proposed land disturbance. Prior to the commencement of any site work, the applicant's contractor and consulting engineer are required to meet with the Town's Planning Department, the Town's Building Department, and the Town Engineer. Upon meeting, erosion control measures will be discussed. There are no moderate to large-scale stormwater impacts anticipated as a result of this proposed action. No significant adverse environmental impacts are anticipated.

2. Geologic Features

There are no unique or unusual land forms within the project site (*e.g.*, cliffs, dunes, minerals, fossils, caves). Therefore, no significant adverse environmental impacts are anticipated.

3. Surface Water

The proposed action is not anticipated to affect one or more wetlands or other surface water bodies (streams, rivers, ponds, lakes) and therefore, no adverse environmental impacts are anticipated.

4. Groundwater

The proposed action is not anticipated to result in new or additional use of groundwater, or have the potential to introduce contaminants to ground water or an aquifer. Therefore, no significant adverse environmental impacts are anticipated.

5. Flooding

The proposed action site is not located within the 100-year or 500-year floodplain. Therefore, no significant adverse environmental impacts are anticipated.

6. Air

The proposed action will not require a state regulated air emission source. Therefore, no significant adverse environmental impacts associated to air are anticipated.

7. Plants and Animals

According to the United States Fish and Wildlife Services (USFWS) IPaC system, accessed on July 7, 2023, there are two (2) species listed as endangered in this region of New York State and they are the Indiana Bat (endangered) and the Northern Long-eared bat (endangered). Per USFWS, there are no critical habitats found on the proposed action site. The IPaC mapper also identified 16 migratory Birds of Conservation Concern (BCC). The 16 bird species are the Belted Kingfisher, Black-billed Cuckoo, Blue-winged Warbler, Bobolink, Canada Warbler, Cerulean Warbler, Chimney Swift, Eastern Meadowlark,

Evening Grosbeak, Lesser Yellowlegs, Pectoral Sandpiper, Prairie Warbler, Red-headed Woodpecker, Rose-breasted Grosbeak, and Wood Thrush. In addition, the Bald Eagle is listed, but is not a BCC in this area. There is no tree clearing proposed as a result of this proposed action, and therefore, no significant adverse environmental impacts are anticipated.

8. Agricultural Resources

The proposed action is not located in or adjacent to an Agricultural District. Therefore, no adverse environmental impacts are anticipated.

9. Aesthetic Resources

The proposed land use is not obviously different from, or in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. Therefore, no significant adverse environmental impacts are anticipated.

10. Historic and Agricultural Resources

The proposed action is not anticipated to occur in or adjacent to a historic or archeological resource. No adverse environmental impacts are anticipated.

11. Open Space and Recreation

There is no anticipated loss of recreational opportunities or a reduction of an open space resource as designated in any Town-adopted open space plan. No adverse environmental impacts are anticipated.

12. Critical Environmental Areas

The proposed action is not located in or adjacent to a Critical Environmental Area (CEA). Therefore, no significant adverse environmental impacts are anticipated.

13. Transportation

There are no anticipated moderate- to large-scale impacts as a result of the proposed action. Therefore, no significant adverse environmental impacts are anticipated.

14. Energy

The proposed action will utilize the local energy grid, electric and gas. The energy demand will increase locally for commercial uses only. Therefore, no significant adverse environmental impacts are anticipated.

15. Noise, Odor, and Light

The proposed action will not result in a permanent increase in noise. Construction related noise must adhere to Town Code requirements. The proposed action will not result in outdoor odors. Any lighting proposed as a result of the proposed action will be subject to the Town Code lighting regulations. Therefore, no significant adverse environmental impacts are anticipated.

16. Human Health

The proposed action will not result in the potential for exposure to contamination. Therefore, no significant adverse environmental impacts are anticipated.

17. Consistency with Community Plans

The following language has been found to be consistent with the Town's adopted land use plan. Final proposed language is subject to final review by the Town Board.

1. Amend §210-23(C) to add **Self-storage as an adaptive re-use*, subject to special use permit approval by the Planning Board
 - a. Wherein in the term *self-storage* shall mean, "An enclosed structure used exclusively for the temporary indoor storage of personal materials and goods. The structure(s) shall

contain multiple individual mini-warehouse units that are rented or leased to the general public. Self-storage does not include contractor’s storage or warehouse. Also referred to as self-service storage, private rental storage, or mini-storage.”

The Town’s adopted land use plan, the *2030 Comprehensive Plan Update*, identifies this district as an “Opportunity Area,” “focusing [infill] development where abandoned and underutilized sites exist.” (Plan, p. 30.) The Plan notes that the “shifting economy means that there is less demand for large commercial buildings and a greater likelihood that existing commercial buildings will be underutilized or sit vacant. These infill areas are referred to as opportunity areas in the Plan Update.” (*Id.*) Because the proposed text amendment is limited in scope to the adaptive reuse of existing buildings, and because the particular building has been vacant for a number of years, the Board finds that the proposal will not impede the future development of the site and is consistent with the Plan.

Therefore, no significant adverse environmental impacts are anticipated.

18. Consistency with Community Character

The proposed action does not alter, and therefore is not inconsistent with, the existing community character. No significant adverse environmental impacts are anticipated.

Other Potential Impacts

In addition to the discussion of impacts in the sections above, the Lead Agency has also considered, and hereby issues a determination, concerning the following:

1. The proposed action would not result in a substantial adverse change in existing air quality, ground water quality or quantity, or noise levels; a substantial increase in solid waste production; a substantial increase in potential for flooding, or leaching problems.
2. The proposed action would not result in the impairment or the environmental characteristics of a Critical Environmental Area.
3. The proposed action would not create a material conflict with the community’s current plans or goals as officially approved or adopted.
4. The proposed activity would not impair the character or quality of important aesthetic resources.
5. The proposed action would not result in a major change in the use of either the quantity or type of energy.
6. The proposed action would not create a hazard to human health.
7. The proposed activity would not result in a substantial change in the use, or intensity of use, of land devoted to agricultural, open space, or recreational use.
8. The proposed action would not result in the creation of material demand for other actions that would result in one of the above consequences.
9. The proposed action would not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.
10. When analyzed with two or more related actions, the proposed action would not have a significant impact on the environment and when considered cumulatively, would not meet one or more of the criteria under 6 NYCRR 617.7.

For Further Information:

Michael A. Welti, AICP, Director of Municipal Development
Town of Poughkeepsie
One Overocker Road
Poughkeepsie, New York 12603
Tele: 845-485-3657

This negative declaration was authorized at a meeting by the Planning Board held on January 15, 2026.

MATERIALS REVIEWED

- Project Cover Letter, as prepared by LRC Group
- Application to the Town Board for a Zoning Text Amendment Change, as prepared by LRC Group and Catania, Mahon, and Rider, PLLC
- Combined Application for Site Plan, Special Use, and Architectural Review, as prepared by LRC Group and Catania, Mahon, and Rider, PLLC
- Full Environmental Assessment Form Part 1, as prepared by LRC Group and Catania, Mahon, and Rider, PLLC
- Site Plan Set, as prepared by LRC Group and Design Haus Architecture
- Response to comments, as prepared by LRC Group and Catania, Mahon, and Rider, PLLC
- Public comment
- Town Consultant and staff reviews

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
 Project :
 Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1, D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1, E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1, D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflouorocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1, E.2. m.-q.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>		
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>		
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>		
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>		

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>				<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>		

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation NO YES

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas NO YES

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

 NO YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

 NO YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

 NO YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

NO

YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

NO

YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

NO

YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The Town of Poughkeepsie Planning Board, as Lead Agency, has prepared a Negative Declaration for a Type I Action dated January 15, 2026.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Poughkeepsie Planning Board _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Self-Storage at the Shoppes at South Hills - 1875-1895 South Road

Name of Lead Agency: Town of Poughkeepsie Planning Board

Name of Responsible Officer in Lead Agency: Carl H. Whitehead

Title of Responsible Officer: Planning Board Chairman

Signature of Responsible Officer in Lead Agency: Carl H. Whitehead

Date: January 15, 2026

Signature of Preparer (if different from Responsible Officer) Michael A. Welti

Date: January 15, 2026

For Further Information:

Contact Person: Michael Welti, AICP, Director of Municipal Development

Address: 1 Overocker Road Poughkeepsie, NY 12603

Telephone Number: (845) 485-3657

E-mail: mwelti@townofpoughkeepsie-ny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

RESOLUTION 1:21 - # 16 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to sign a Valet Parking Agreement, Grant of Permanent Easement for Municipal Sewer Purposes, Stormwater Management Facility Inspection and Maintenance Easement and Agreement, and Sidewalk Maintenance Agreement and any supporting recording documents in regard to the Salt Point Center project located at 53 Salt Point Turnpike, Poughkeepsie, New York, in substantially the form attached; and

BE IT FURTHER RESOLVED, that such acceptance and authorization by the Town Board of the Town of Poughkeepsie is subject to the approval of all final documents by the Town Attorney, Planning Board Attorney, Town Engineer and the Director of Municipal Development for the Town of Poughkeepsie.

Dated: January 21, 2026
Moved: Emily Watson
Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/16/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SALT POINT CENTER VALET PARKING AGREEMENT

THIS VALET PARKING AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____, by and between 53 Salt Point LLC (“Owner” and/or “Applicant”) having an office at 35 West Street, Spring Valley, New York 10977; and the Town of Poughkeepsie, a municipal corporation of the State of New York having an office at Town Hall, One Overocker Road, Poughkeepsie, New York 12603 (the “Town,” and together with the Owner/ Applicant, the “Parties”).

WITNESSETH:

WHEREAS, Owner is the fee owner of certain premises located in the Town of Poughkeepsie, County of Dutchess and State of New York, having an address of 53 Salt Point Turnpike, Poughkeepsie, NY 12603 and bearing tax grid number 134689-6162-02-750540-0000, as more particularly legally described in **Schedule A** attached hereto and made a part hereof (the “Premises”); and

WHEREAS, site plan, special use permit and aquatic resource conditional final approvals (hereinafter collectively the “Approvals”) have been granted by the Town of Poughkeepsie Planning Board (the “Town Planning Board”) by resolution dated December 19, 2024, for the set of site plans entitled “Salt Point Town Center,” prepared by LRC Engineering & Surveying, DPC, dated July 25, 2024, and last revised on January 15, 2025, consisting of 31 sheets, which sheets are listed in **Schedule B** attached hereto and made a part hereof, and any subsequent plans as may hereinafter be approved or required by the Town Planning Board or the Planning Department (the “Site Plan”), that would allow site redevelopment for the construction of three mixed-use commercial/residential buildings having 89 residential units and 21,827 square feet of commercial use, and associated parking, landscaping, walkways, utilities and stormwater treatment, and offsite improvements; and

WHEREAS, pursuant to Town Code requirements, for the proposed uses, 183 parking spaces are required; 169 spaces are provided, leaving a deficit of 14 spaces; the Planning Board has determined that the implementation of valet parking as provided in the Site Plan and as set forth herein satisfies the parking requirements for the proposed uses; and

WHEREAS, the Approvals are conditioned upon, among other things, the execution of this Valet Parking Agreement which permits the conversion of 20 traditional parking spaces into up to 34 valet parking spaces, to address the deficit in parking that may be experienced during peak periods, by establishing a “Valet Parking Plan” and setting forth the circumstances under which it may be implemented,

NOW THEREFORE, for valuable consideration received, including the granting of the Approvals, Applicant, Owner and the Town hereby agree as follows:

1. Definitions.

- a. Valet Parking Plan: The plan prepared by the Applicant describing valet parking operations at the Premises, as discussed with the Town Planning Board and as

graphically shown on **Exhibit C** hereto, permitting the conversion of 20 traditional parking spaces into up to 34 valet parking spaces.

- b. Director: The Director of Municipal Development of the Town, or their designee.
- c. Applicant: 53 Salt Point LLC, and/or its successor(s) in interest. Any successor operator of the current use(s) at the Premises shall assume the obligations herein for so long as the Site Plan remains in effect.
- d. Owner: 53 Salt Point LLC, its successors and assigns, and agents, and any future owners of any portion of the Premises.
- e. Parties: The Owner/Applicant and the Town, and their respective successors and assigns.
- f. Peak Times: Time periods of elevated parking demand as determined in the Director's discretion based on observed or anticipated conditions, including but not limited to holidays, special events, and periods of high customer volume.

2. Applicability and Term.

- a. This Agreement shall remain in effect for so long as the buildings and uses for which the Approvals were obtained are ongoing. *See also Section ____ below.*
- b. The obligations herein run with the Approvals for the current use(s) and shall bind the Applicant and any successors or assigns operating the current use(s) at the Premises.

3. Valet Parking Implementation Authority and Requirements.

- a. Town Direction. The Director may require the Applicant to implement the Valet Parking Plan during Peak Times, at the Director's discretion.
- b. Indicator Threshold. The Parties acknowledge that consistently having nine (9) or fewer vacant parking spaces on the Premises may be an indication that implementation of the Valet Parking Plan is warranted.
- c. Discretion Preserved. The Indicator Threshold is not an absolute trigger and does not limit the Director's discretion hereunder or the Applicant's option to implement valet service at any time. The Director may consider additional factors, including safety, traffic circulation, queuing, and operational conditions.
- d. Applicant Option. The Applicant retains the option to implement valet parking at any time it deems necessary, whether or not directed by the Director. No notice of the same is required to be given to the Town.
- e. Staffing. The Town specifically leaves to the Applicant the determination of adequate staffing levels and supervision of employees for the valet parking, and customer wayfinding and signage.
- f. Traffic and Safety. Valet operations shall be managed so as not to obstruct public rights-of-way, fire lanes, or designated emergency access, and shall comply with applicable laws and regulations.

4. Notice and Activation of the Valet Parking Plan.

- a. Town-Directed Activation. When the Director determines that implementation of the Valet Parking Plan is warranted, the Director shall provide notice to the Applicant by email to jacobwagschall@gmail.com, or such other email as may be requested by the Applicant.

- b. The Director shall provide at least two weeks' notice of any required implementation of the Valet Parking Plan; such time may be extended upon request by the Applicant and approval by the Director.
- c. The Director may provide notice of a series of required implementations of the Valet Parking Plan, *e.g.*, "during the summer on Fridays between 6:30 and 9:30 p.m."
- d. When feasible, the Director shall specify in advance known time periods when the Valet Parking Plan is to be implemented.
- e. Provided that the required notice is given, the Applicant shall activate the Valet Parking Plan in advance of such time and operate it for the period specified by the Director, subject to reasonable operational needs and safety considerations.
- f. Implementation of any specific instance, or series of required implementations, of the Valet Parking Plan may be ended by the Director upon review of evidence that the parking demand has dropped below the trigger level established in Section 3 for such period.

5. Modifications to the Plan; Termination.

- a. Town Planning Board Review. In conjunction with any change of use approved by the Town, or upon other changed circumstances, Applicant and/or Owner may apply to the Town Planning Board for repeal or modification of this Agreement.
- b. Any modification of this Agreement or the Valet Parking Plan requires the review and approval of the Town Planning Board; no modification shall be effective unless and until approved by the Town Planning Board.
- c. Interim Adjustments. Non-substantive operational adjustments necessary for immediate safety or traffic control may be implemented on an interim basis by the Applicant, provided that, where possible, the Applicant notifies the Director within 24 hours of the proposed adjustment. Any repeated adjustments that rise to the level of a modification, in the sole discretion of the Director, shall be submitted to the Town Planning Board for review.
- d. If the Director or the Town Planning Board decides that the parking facilities on the Premises are sufficient to handle the parking demand at all times, and any anticipated future demand, then this Agreement may be terminated, in whole or in part, and be of no further force and effect, and the parties shall execute an instrument confirming such partial or full termination.
- e. The Parties acknowledge that any termination of this Agreement would not relieve the Applicant of its obligation to ensure there is sufficient on-site parking to accommodate existing uses.

6. Coordination with Site Plan and Laws.

- a. Consistency. The Plan and all valet operations shall be consistent with the Site Plan, any conditions of approval, and all applicable federal, state, and local laws and regulations.
- b. Conflicts. If a conflict arises between the Site Plan conditions and this Agreement, the more specific requirement applicable to valet operations shall control, unless otherwise determined by the Town Planning Board.

7. **Indemnification.** To the fullest extent permitted by law, the Applicant shall indemnify, defend, and hold harmless the Town and its officers, employees, and agents from and against claims arising out of or related to the Applicant's valet operations, except to the extent caused by the Town's sole negligence or willful misconduct.
8. **Covenants.**
- a. Owner hereby covenants that it is seized of the Premises in fee simple and grants to the Applicant the authority to execute this Agreement; that it shall do nothing which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Town.
 - b. Applicant hereby covenants that the signatory below has been authorized to execute this document and by signing intends to bind the Applicant; that it shall do nothing which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Town.
9. **Miscellaneous.**
- a. No Waiver. Failure of either party to enforce any provision shall not constitute a waiver.
 - b. Severability. If any provision is held invalid, the remainder shall remain in effect.
 - c. Governing Law. This Agreement shall be governed by the laws of the State of New York.
 - d. Entire Agreement. This Agreement constitutes the entire understanding of the parties regarding valet parking operations for the Premises.
 - e. Headings. As used herein, paragraph headings are for convenience only and do not define or limit the scope or intent of the Agreement or any portion thereof.
10. **Recording.** This Agreement shall be recorded by the Applicant in the office of the County Clerk, County of Dutchess.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first herein above set forth.

Owner/Applicant

53 SALT POINT LLC

By: _____
 Printed Name:
 Title:

Town

TOWN OF POUGHKEEPSIE

By _____
 Name: Rebecca Edwards
 Title: Supervisor

[ACKNOWLEDGMENTS FOLLOW ON THE NEXT PAGE]

**GRANT OF PERMANENT EASEMENT
FOR MUNICIPAL SEWER PURPOSES**

THIS EASEMENT is made this ____ day of _____, 20__, by and between 53 Salt Point LLC (the “Owner,” “Grantor” and “Applicant”), having an office at 35 West Street, Spring Valley, New York 10977, and the Town of Poughkeepsie, a municipal corporation having an office at Town Hall, One Overocker Road, Poughkeepsie, New York 12603 (“Town” or “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having an address of 53 Salt Point Turnpike, Poughkeepsie, NY 12603 and bearing tax grid number 134689-6162-02-750540-0000, as more particularly legally described in **Schedule A**, attached hereto and made a part hereof (the “Premises”); and

WHEREAS, site plan, special use permit and aquatic resource conditional final approvals have been granted by the Town of Poughkeepsie Planning Board by resolution dated by resolution dated December 19, 2024, for the set of site plans entitled “Salt Point Town Center,” prepared by LRC Engineering & Surveying, DPC, dated July 25, 2024, and last revised on January 15, 2025, consisting of 31 sheets, which sheets are listed in **Schedule B** attached hereto and made a part hereof, and any subsequent plans as may hereinafter be approved or required by the Planning Board or the Planning Department (hereinafter “Site Plan”), that would allow site redevelopment for construction of three mixed-use commercial/residential buildings (one to be 3 stories and two to be 4 stories in height), with 89 residential units and 21,827 square feet of commercial use, and associated parking, landscaping, walkways, utilities and stormwater treatment, and offsite improvements including a highway roundabout at the Salt Point Turnpike/Innis Avenue/site access intersection.

NOW THEREFORE, for valuable consideration received, including the granting of the approvals referenced above, Grantor hereby grants and releases unto the Grantee a Permanent Easement and Right-of-Way for the following uses and purposes upon the following terms and conditions:

1. GRANT OF PERMANENT EASEMENT AND RIGHT-OF-WAY. The Grantor grants unto the Grantee a Permanent Easement and Right-of-Way in, on, under and through that portion of the Grantor’s parcel hereinafter described and called the Permanent Easement Area, being an area 20 feet on either side of components of the System, as defined herein, for the purposes of constructing, operating, maintaining, repairing, reconstructing, replacing and inspecting, pipes, conduits and related appurtenances for the transportation and disposal of sewage (the “System”) through the Permanent Easement Area. The Permanent Easement Area herein is more particularly described by metes and bounds as set forth on **Schedule C** attached hereto and made a part hereof, and as shown on Sheet UT-2 of the Site Plan set.

2. ACCESS. This Grant of a Permanent Easement shall include, but is not limited to, the following appurtenant rights necessary to effectuate the construction and maintenance of the aforementioned sewer, pipes, lines, ditches and appurtenances:

(a) the right of ingress and egress by person(s), motor vehicle and construction equipment necessary to lay and construct the sewer, pipes, lines and appurtenances in, on, under and through the Permanent Easement Area and to maintain, repair, reconstruct, replace and inspect the same as Grantee may deem necessary or desirable; and

(b) the right to clear, excavate, fill, grade, or cultivate the Permanent Easement Area and/or otherwise improve the same for the purposes herein set forth.

3. PROHIBITION OF STRUCTURES. Except for improvements shown on the approved Site Plan, and any amendments thereto that may be approved by the Town, Grantor is hereby prohibited from constructing and/or maintaining any type of permanent structure including underground pipes and conduits in, on, under or over the Permanent Easement Area without the prior written permission of Grantee. Certain retaining walls are shown within the Permanent Easement Area. These structures are expressly permitted; however, if the Town needs to remove all or any portion of the retaining walls within the Permanent Easement Area for the purposes set forth herein, Grantor shall be required to reconstruct the same, at Grantor's sole cost and expense, within a reasonable time, and to take any such measures as may be deemed by the Town to be required, to stabilize the area until such reconstruction is completed. Except as provided in the prior three sentences, the right to use the Permanent Easement Area for any purpose not interfering or inconsistent, in the opinion of the Grantee, with this Easement Grant is expressly reserved by Grantor. Furthermore, Grantor will not impound water nor do or cause to be done, directly or indirectly, any damage to, interference with, or create any potential hazard to the System and will not remove soil from the Permanent Easement so as to leave the System nearer to the surface of the land than when laid, nor in any way interfere with or disturb the grade of the soil as completed by Grantee. It is further understood and agreed that the System shall at all times be and remain the property of Grantee and under its unconditional control and supervision.

4. CONNECTION. Grantee acknowledges that Grantor shall have the right to connect to the sewage collector line within the Permanent Easement Area, subject to the prior review and approval of the design of said connection lines and appurtenances thereto by the Town and the Dutchess County Department of Community and Behavioral Health.

5. PRIOR EASEMENT(S). By this document, Grantor intends to convey, and Grantee intends to accept, the rights and obligations set forth herein. The parties acknowledge that prior easements over some portion of the Premises may exist. Should such prior easement(s) exist, the easement created by this document is intended to supplement, and expand upon, the prior easement. The parties expressly agree that no rights granted in or by any prior easement are extinguished or otherwise limited by this document.

6. WARRANTY OF TITLE. Grantor has good and marketable title to the Permanent Easement Area by this grant of a Permanent Easement does forever warrant title to the same. In

particular, Grantor hereby warrants and guarantees that: (1) Grantor has ownership in fee simple of the Premises, including the portion of the Premises servient to the Permanent Easement; (2) Grantor has a good right to convey and grant the rights, interests and permissions set forth herein; (3) Grantor is solely responsible for determining whether the granting of any rights, interests or permissions set forth herein violates the terms of any mortgage, liens, or encumbrances of said property; and (4) that the signatory below has the authority to bind Grantor and by signing intends to do so.

7. DURATION. The Permanent Easement and Right-of-Way, together with the terms, covenants and agreements herein contained shall be binding upon the parties hereto, their successors, assigns, heirs, distributees, lessees, tenants and personal or legal representatives, and **ALL COVENANTS HEREIN SHALL RUN WITH THE LAND AFFECTED HEREBY AND SHALL BE PERPETUAL IN DURATION.** However, Grantee, its successors and assigns, shall have the right to assign to others, in whole or in part, any or all of Grantee's rights, privileges and interests in the Permanent Easement.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument as of the date first herein above set forth.

53 SALT POINT LLC

By: _____
(typed name)

Its: (title)

TOWN OF POUGHKEEPSIE

By: _____
Rebecca Edwards, Supervisor

ACKNOWLEDGMENTS

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

On this _____ day of _____, 20____, before me personally came _____, known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the

same in his capacity, and that by his signature on the instrument, the individual(s), person(s) or corporation or entity on whose behalf the individual acted, executed the instrument.

Notary Public

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

On this _____ day of _____, 20____, before me personally came Rebecca Edwards, known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual(s), person(s) or corporation or entity on whose behalf the individual acted, executed the instrument.

Notary Public

RECORD AND RETURN TO:
James Nelson, Esq.
Attorney for the Town of Poughkeepsie
Town of Poughkeepsie Legal Department
Town Hall
1 Overocker Road
Poughkeepsie, New York 12603

Schedule A

Metes and Bounds of 53 Salt Point Turnpike

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Schedule C

Legal Description

Proposed Sanitary Sewer Easements In Favor Of Town Of Poughkeepsie

Salt Point Town Center

53 Salt Point Turnpike, LLC

53 Salt Point Turnpike, Town of Poughkeepsie, Dutchess County, New York

November 7, 2025

Proposed Sanitary Sewer Easement "A"

A certain piece or parcel of land, containing 5,257 square feet, depicted as "Proposed Sanitary Sewer Easement A" on a map entitled "Salt Point Improvements, Salt Point Center, Sheet UT-2, Sheet 8 of 30, 53 Salt Point Turnpike, Town of Poughkeepsie, Dutchess County, New York", scale 1"= As Noted, dated July 24, 2022, revised to September 17, 2025, prepared by the LRC Group and being further bounded and described as follows;

Beginning at a point in the southeasterly streetline of Salt Point Turnpike, said point being $S23^{\circ}44'44''W$ 263.26 feet from the northeasterly corner of land now or formerly of Maturin Smith and the southeasterly corner of land now or formerly of County of Dutchess, said point also being the northeasterly corner of herein described easement;

Thence running southwesterly the following three (3) courses and distances along the southeasterly streetline of Salt Point Turnpike, $S23^{\circ}44'44''W$ 230.67 feet, $S35^{\circ}53'30''W$ 34.49 feet, and $S39^{\circ}03'45''W$ 49.45 feet to an angle point in the proposed New York State Department of Transportation taking line, said point being the southeasterly corner of herein described easement;

Thence running westerly along the said proposed New York State Department of Transportation taking line $N67^{\circ}10'05''W$ 28.41 feet to a point, said point being the southwesterly corner of herein described easement;

Thence running the following four (4) courses and distances northeasterly through land now or formerly of Maturin Smith, $N40^{\circ}54'29''E$ 65.39 feet, $N31^{\circ}23'19''E$ 82.36 feet, $N27^{\circ}57'12''E$ 33.00 feet, and $N30^{\circ}30'05''E$ 136.45 feet to the point or place of beginning.

Loureiro NY, P.C.

Offices in Connecticut and New York

www.lreconsult.com

Land Planning ♦ Civil Engineering ♦ Environmental Services ♦ Land Surveying ♦ Landscape Architecture



Proposed Sanitary Sewer Easement "B"

A certain piece or parcel of land, containing 6,693 square feet, depicted as "Proposed Sanitary Sewer Easement B" on a map entitled "Salt Point Improvements, Salt Point Center, Sheet UT-2, Sheet 8 of 30, 53 Salt Point Turnpike, Town of Poughkeepsie, Dutchess County, New York", scale 1"= As Noted, dated July 24, 2022, revised to September 17, 2025, prepared by the LRC Group and being further bounded and described as follows;

Beginning at point in the southerly streetline of Salt Point Turnpike, said point being $N78^{\circ}44'44''E$ 175.66 feet the southwest corner of land now or formerly of Maturin Smith and the southeast corner of land now or formerly of RG Antonio Property LLC, said point also being the southeasterly corner of herein described easement;

Thence running the northerly and easterly the following three (3) courses and distances though land now or formerly of Maturin Smith, $N11^{\circ}37'47''W$ 23.83 feet to the southwesterly corner of herein described easement, $N74^{\circ}35'37''E$ 67.93 feet, and $N72^{\circ}30'55''E$ 184.72 feet to a point in the proposed New York State Department of Transportation taking line, said point being the northwesterly corner of herein described easement;

The running easterly along the proposed New York State Department of Transportation taking line, $S09^{\circ}45'22''W$ 28.09 feet to a point in the southerly streetline of Salt Point Turnpike, said point being an angle point in the proposed New York State Department of Transportation taking line and the northeasterly corner of herein described easement;

Thence running westerly along the southerly streetline of Salt Point Turnpike the following two (2) courses and distances, $S70^{\circ}53'20''W$ 165.13 feet and $S78^{\circ}44'44''W$ 77.58 feet to the point or place of beginning.

**STORMWATER MANAGEMENT FACILITY
INSPECTION AND MAINTENANCE EASEMENT AND AGREEMENT**

THIS EASEMENT and AGREEMENT is made this ___ day of _____, 2026, by and between 53 Salt Point LLC (the “Owner” and/or “Applicant”), having an office at 35 West Street, Spring Valley, New York 10977, and the Town of Poughkeepsie, a municipal corporation having an office at Town Hall, One Overocker Road, Poughkeepsie, New York 12603 (“Town”).

WITNESSETH:

WHEREAS, Owner is the current fee owner of certain premises located in the Town of Poughkeepsie, County of Dutchess and State of New York, having an address of 53 Salt Point Turnpike, Poughkeepsie, NY 12603 and bearing tax grid number 134689-6162-02-750540-0000, and as more particularly legally described in **Schedule A**, attached hereto and made a part hereof (the “Premises”); and

WHEREAS, site plan, special use permit and aquatic resource conditional final approvals have been granted to the Applicant by the Town of Poughkeepsie Planning Board by resolution dated December 19, 2024, for the set of site plans entitled “Salt Point Town Center,” prepared by LRC Engineering & Surveying, DPC, dated July 25, 2024, and last revised on January 15, 2025, consisting of 31 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter the “Site Plan”), that would allow site redevelopment for the construction of three mixed-use commercial/residential buildings (one to be 3 stories and two to be 4 stories in height), with 89 residential units and 21,827 square feet of commercial use, and associated parking, landscaping, walkways, utilities and stormwater treatment, and offsite improvements including a highway roundabout at the Salt Point Turnpike/Innis Avenue/site access intersection (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”); and

WHEREAS, as a condition of site plan approval, a stormwater management facility (the “Facility”) is required in accordance with the Town’s Code in effect as of the date of this Agreement (the “Code”); and

WHEREAS, also as a condition of such approval, the Town, through its Planning Board, and the Code further require Owner and Applicant to grant this Easement and execute this Agreement, and to record the same in the Office of the Dutchess County Clerk,

NOW THEREFORE, for valuable consideration received, including the granting of the approvals referenced above, Owner and the Town hereby agree as follows:

1. The introductory “Whereas” paragraphs of this Agreement shall be deemed incorporated as if set forth herein.

2. Owner does hereby grant and release unto the Town, its successors and assigns, an easement and right of way over, across and through the Premises for the purposes set forth herein.

3. Owner does hereby grant unto the Town, its successors and assigns forever (but the Town shall have no obligation), the right to enter upon the Premises in order to access the Facility at reasonable times and in a reasonable manner for periodic inspection by the Town to ensure that the Facility is maintained in proper working condition to meet design standards and any other provisions as may be set by the Planning Board or required by the Code in effect as of the date of this Easement and as amended hereafter and all applicable New York State Department of Environmental Conservation (“NYSDEC”) regulations, standards and guidelines.

4. Owner shall be bound to the construction and maintenance provisions contained in the approved Stormwater Pollution Prevention Plan (“SWPPP”) for the Project, prepared by LRC Engineering & Surveying, DPC, dated April 22, 2024, and last revised on November 25, 2024, and as depicted in the approved Project plans for the Facility as listed in Schedule B annexed to this Agreement, and as more specifically shown on Sheet SD-1 thereof, and any subsequent plans as may be hereinafter approved or required by the Town of Poughkeepsie Planning Board, and by all applicable NYSDEC and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines.

5. Owner shall construct, maintain, clean, repair, replace and continue the stormwater control measures for the Facility as contained in the SWPPP and depicted on the project plans listed in Schedule B as necessary to ensure performance of the measures to design specifications, in accordance with all applicable NYSDEC and Empire State Chapter of the Soil and Water Conservation Society regulations, standards and guidelines.

6. Owner shall be responsible for all expenses related to the installation and maintenance of the stormwater control measures for the Facility.

7. Owner shall provide for the periodic inspection of the stormwater control measures for the Facility, as follows: Level 1 inspections shall be performed annually in accordance with the NYSDEC Maintenance Guidance for Stormwater Management Practices dated March 31, 2017, or dated as such Guidance may be amended thereafter. Level 1 inspection reports should be submitted to the Town by May 1st of each year. Level 2 inspections shall be conducted at least once every 5 years, or more frequently as may be required based upon the results of the Level 1 inspections, and shall be performed by a professional engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Town Engineer, within 30 days of the inspection, but no later than May 1st of the year in which it is conducted, a written report of the findings, including recommendations for those actions necessary for the continuation of the stormwater control measures for the Facility.

8. The Town is authorized to undertake such steps as are reasonably necessary for the preservation, continuation or maintenance of the Facility for the Premises in the event that Owner, or the current owner, has failed to construct or maintain the stormwater control measures in accordance with the project plan for the Facility or applicable regulations, standards and

guidelines, or has failed to undertake corrective action specified by the Town's engineer, and/or his or her duly authorized deputy, agent or representative.

9. This Easement and Agreement shall not confer upon the Town any duty or obligation to fix or maintain the Facility. Further, the Town's acceptance of any rights pursuant to this Easement and Agreement shall not be deemed as the acceptance of any duty or obligation to fix or maintain the Facility.

10. Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation any of the Facility's stormwater control measures except in accordance with prior written approval of the Town.

11. Owner shall promptly undertake necessary maintenance, repairs and replacement of the Facility's stormwater control measures at the direction of the Town Engineer or in accordance with the recommendations of the inspecting engineer.

12. If ever the Town Engineer determines that the Facility owner has failed to construct or maintain the Facility's stormwater control measures in accordance with the project plan or has failed to undertake corrective action specified by the Town Engineer or by the inspecting engineer, the Town is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the Facility's stormwater control measures and to have the Town Comptroller affix the expenses thereof as a lien against the Premises by recordation of a written instrument setting forth the amount of the lien.

13. Owner and Applicant each hereby covenants that they are seized of the Premises in fee simple and has good right to convey this Easement and enter into this Agreement; that the signatory below has the authority to bind Owner and by signing intends to do so; that they shall do nothing in or on the Premises which would prevent, impede or disturb the full use and intended purpose of this Easement by the Town, and that they shall execute and deliver any further documents reasonably necessary to assure the Easement and rights granted herein to the Town.

14. This Agreement may not be amended or modified except by a written instrument signed by all of the parties hereto, or their successors

15. This Easement and Agreement shall be deemed a covenant running with the lands affected hereby, shall inure to the benefit of the Town, its successors and assigns, and shall be binding upon Owner, all subsequent owners, and their successors and assigns.

16. This Agreement shall be recorded in the office of the County Clerk, County of Dutchess and indexed against the Premises.

IN WITNESS WHEREOF, the Owner and the Town have executed this Agreement as of the date first herein above set forth.

53 SALT POINT LLC

By: _____
(typed name)

Its: (title)

TOWN OF POUGHKEEPSIE

By: _____
Rebecca Edwards, Supervisor

ACKNOWLEDGMENTS

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

On this _____ day of _____, 2025, before me personally came _____, known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), person(s) or corporation or entity on whose behalf the individual acted, executed the instrument.

Notary Public

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

On this _____ day of _____, 2025, before me personally came Rebecca Edwards, known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual(s), person(s) or corporation or entity on whose behalf the individual acted, executed the instrument.

Notary Public

RECORD AND RETURN TO:

James Nelson, Esq.

Attorney for the Town of Poughkeepsie

Town of Poughkeepsie Legal Department

Town Hall

1 Overocker Road

Poughkeepsie, New York 12603

Schedule A

SCHEDULE A DESCRIPTION

ALL that piece or parcel of land lying and being in the Town of Poughkeepsie, County of Dutchess and State of New York bounded and described as follows:

BEGINNING at the intersection of the southerly line of lands now or formerly of the Consolidated Rail Authority and the westerly line of the Salt Point Turnpike said point also being N 39 deg. 27' 00" West, 68.25 feet from the northeast corner of Parcel B; thence along the westerly boundary of the Salt Point Turnpike the following eight courses: S 35 deg. 48' 15" West, 493.93 feet; S 47 deg. 57' 01" West, 34.49 feet; S 51 deg. 07' 16" West, 57.97 feet; S 55 deg. 41' 58" West, 47.76 feet; S 68 deg. 34' 27" West, 35.36 feet; S 78 deg. 43' 33" West, 49.65 feet; S 82 deg. 56' 51" West, 181.71 feet and N 86 deg. 52' 41" West 237.00 feet to a point on the north boundary of Salt Point Turnpike; thence along lands of Dutchess County the following two courses: N 03 deg. 07' 19" East, 10.00 feet and N 86 deg. 56' 51" West, 45.00 feet to the centerline of the Fallkill Creek; thence along the centerline of the Fallkill Creek approximately 1,100 feet in a northerly direction to a point on the southerly boundary of the Consolidated Rail Authority; thence S 47 deg. 52' 41" East, approximately 18 feet to a point, said point being N 24 deg. 22' 45" East, 1,047.74 feet from the center of the Fallkill Creek at the southwesterly corner of the herein described parcel; thence, still with the southerly boundary of Consolidated Rail Authority the following four courses: S 47 deg. 52' 41" East, 41.80 feet; N 35 deg. 11' 16" East, 24.00 feet on a curve to the right (not tangent) with radius of 1,492.54 feet and length of 490.98 feet (and being S 48 deg. 52' 26" East, 488.77 feet from the previous point) and S 39 deg. 27' 00" East, 152.29 feet to the point and place of beginning.

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SIDEWALK MAINTENANCE AGREEMENT

This Agreement is made on the ____ day of _____, 2026, between the Town of Poughkeepsie, a municipal corporation of the State of New York, having its principal offices at One Overrocker Road, Poughkeepsie, New York (hereinafter the “Town”) and 53 Salt Point LLC, having an office at its principal place of business at 35 West Street, Spring Valley, New York 10977 (hereinafter “Owner”).

RECITALS

WHEREAS, Owner is the current fee owner of certain premises located in the Town of Poughkeepsie, County of Dutchess and State of New York, having an address of 53 Salt Point Turnpike, Poughkeepsie, NY 12603 and bearing tax grid number 134689-6162-02-750540-0000, and as more particularly legally described in **Schedule A**, attached hereto and made a part hereof (the “Premises”); and

WHEREAS, site plan, special use permit and aquatic resource conditional final approvals (hereinafter collectively the “Approvals”) have been granted to the Applicant by the Town of Poughkeepsie Planning Board by resolution dated December 19, 2024, for the set of site plans entitled “Salt Point Town Center,” prepared by LRC Engineering & Surveying, DPC, dated July 25, 2024, and last revised on January 15, 2025, consisting of 31 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter the “Site Plan”), that would allow site redevelopment for the construction of three mixed-use commercial/residential buildings (one to be 3 stories and two to be 4 stories in height), with 89 residential units and 21,827 square feet of commercial use, and associated parking, landscaping, walkways, utilities and stormwater treatment, and offsite improvements including a highway roundabout at the Salt Point Turnpike/Innis Avenue/site access intersection (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”); and

WHEREAS, the Approvals include provisions for the construction and maintenance of certain sidewalks, on or adjacent to the Premises, in accordance with the Site Plan and located as shown on **Schedule C** hereto, being Sheet SP-1 of the Site Plan (the “Sidewalks”); and

WHEREAS, the construction of the sidewalks will be subject to a Highway Work Permit by the New York State Department of Transportation (“NYSDOT”);

WHEREAS, the Sidewalks are an improvement for which the Town would, in the absence of this Agreement, have a maintenance responsibility, given the placement of the Sidewalks within an area designated for highway improvements; and

WHEREAS, the Town and the Owner desire to enter into this Agreement to provide for the construction, long-term maintenance and continuation of the Sidewalks approved by the Planning Board for the Premises.

NOW THEREFORE, to be in compliance with the terms of the Planning Board approval and the requirements of the Town, in consideration of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the Owner and the Town hereby agree as follows:

1. As used in the following paragraphs, the term "Owner" shall include the Owner and its agents, tenants, lessees, successors and assigns, and the provisions hereof are intended to be binding upon them.

2. Provided that the Project as depicted on the approved Site Plan is constructed, the Owner, at no cost or expense to the Town, shall be responsible for the cost of construction and maintenance of the Sidewalks in accordance with all applicable requirements.

3. The Sidewalks shall not be altered, abandoned, modified or discontinued without the prior written approval of the Town of Poughkeepsie Planning Board.

4. The Owner will be responsible for the maintenance of the Sidewalks by, among other things, keeping the same free of debris and weeds, removing snow as necessary in conformity with the Town Code provisions providing for the removal of snow from sidewalks, periodically sweeping, and repairing and replacing individual sidewalk sections as necessary, or as deemed necessary by the Town.

5. In the event that the Owner fails to undertake the maintenance of the Sidewalks, or fails to assume the costs as herein defined, after thirty (30) days' written notice (unless an emergency condition requires immediate maintenance), the Town shall have the absolute right, but not the obligation, to make all necessary maintenance or repairs. The actual and reasonable cost of such undertaking shall be billed to the Owner which shall pay the same within twenty (20) days of the mailing of the demand for payment by the Town.

6. This Agreement shall not confer upon the Town any duty or obligation to fix, maintain, repair or clear the Sidewalks.

7. Notices to the Owner by the Town shall be sent by First Class U.S. Mail to Owner at the address set forth above. The Owner shall have an affirmative obligation to advise the Town of any changes to the same. Failure of the Owner to notify the Town of any change in address shall not serve to obviate any payment or other obligations under this Agreement.

8. In the event that legal proceedings are instituted to recover any costs to be paid by the Owner under this Agreement, if the Town prevails in such proceedings, it shall also be entitled to recover its reasonable legal fees and costs associated with the same. Settlement after the institution of legal proceedings shall be deemed to be prevailment by the Town.

9. In the alternative to instituting legal proceedings to collect any fees or costs owed, the Town, after written notice to the Owner of any amounts due to the Town under this Agreement, and in the absence of either the payment of such sum or any objection to such payment, may include in its next real property tax levy the amount due to it, together with any

statutory costs. If the Owner objects to the amount due, no levy shall be made until it has been accorded a hearing before a hearing officer appointed by the Town to hear and determine such amount due. If such amount as so determined is not paid before the next annual real property tax levy, it may be added to that next tax levy. Any objections by the Owner shall be timely made in writing to the Town, addressed to the Town Clerk, and sent by certified mail, return receipt requested, to the address set forth above.

10. The obligations of the Owner as outlined in this Agreement shall commence on the date of completion of the Sidewalks described herein and shall continue indefinitely. The obligations hereunder shall cease if (a) such improvements are removed with the consent of the Town; or (b) an approved, revised site plan expressly modifies or removes the obligation for a sidewalk.

11. This Agreement shall not create any affirmative obligation on the part of the Owner other than as outlined herein or otherwise imposed by law. The Owner's sole responsibility shall be to undertake maintenance or to assume costs in accordance with the standards outlined in this Agreement, and it shall have no further responsibility under this Agreement.

12. This Agreement is solely for the benefit of the Town, a municipal corporation of the State of New York. No third persons shall have any rights under the provisions of this Agreement.

13. The Owner shall defend, indemnify and hold harmless the Town, its officers, employees, agents and contractors from any and all loss, cost, suits and claims by third parties for negligence arising from the acts or omissions of the Owners and/or its officers, employees, agents, and contractors in the performance of this Agreement, including reasonable attorneys' fees and disbursements.

14. Throughout the term of this Agreement, the Owner shall cause to be maintained general public liability insurance, with the Town as an additional insured, in the minimum amount of \$2,000,000.00 per occurrence, \$3,000,000.00 aggregate. Such policies shall name the Town and its officers, employees, agents and contractors as additional insureds, on a primary and non-contributory basis including for products and completed operations, shall have a waiver of subrogation in favor of the Town, and shall also provide that such coverages shall not be cancelled or modified without prior written notice of at least thirty (30) days by the carrier to the Town. At each 5-year interval, the coverage should be increased by a factor at least equal to the five (5) year U.S. Labor Department's CPI-u cost of living index increase.

15. No assignment of this Agreement shall be permitted without the express written consent of the Town.

16. This Agreement shall be recorded, shall be deemed a covenant running with the lands affected hereby, and shall inure to the benefit of and be binding upon the Owner, all subsequent owners, the Lessee, all subsequent lessees, and each of their successors. The Owner

shall execute and deliver such other documents, if any, as may be reasonably necessary to allow this Agreement to be recorded in the Office of the Dutchess County Clerk.

17. This Agreement shall be governed by and construed in accordance with the law of the State of New York. The parties hereto consent to the jurisdiction of the Courts of the State of New York in any dispute involving any rights or obligations hereunder.

18. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which, taken together, shall be deemed one and the same document.

19. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

20. The individuals signing below represent and warrant that they have the authority to bind the party on whose behalf they are signing to the terms of this Agreement.

21. This Agreement may not be amended or modified except by a written instrument signed by all of the parties hereto, or their successors.

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

53 SALT POINT LLC

By: _____
(typed name)
(title)

TOWN OF POUGHKEEPSIE

By: _____
Rebecca Edwards, Supervisor

(ACKNOWLEDGMENTS FOLLOW ON A SEPARATE PAGE)

Schedule A

SCHEDULE A DESCRIPTION

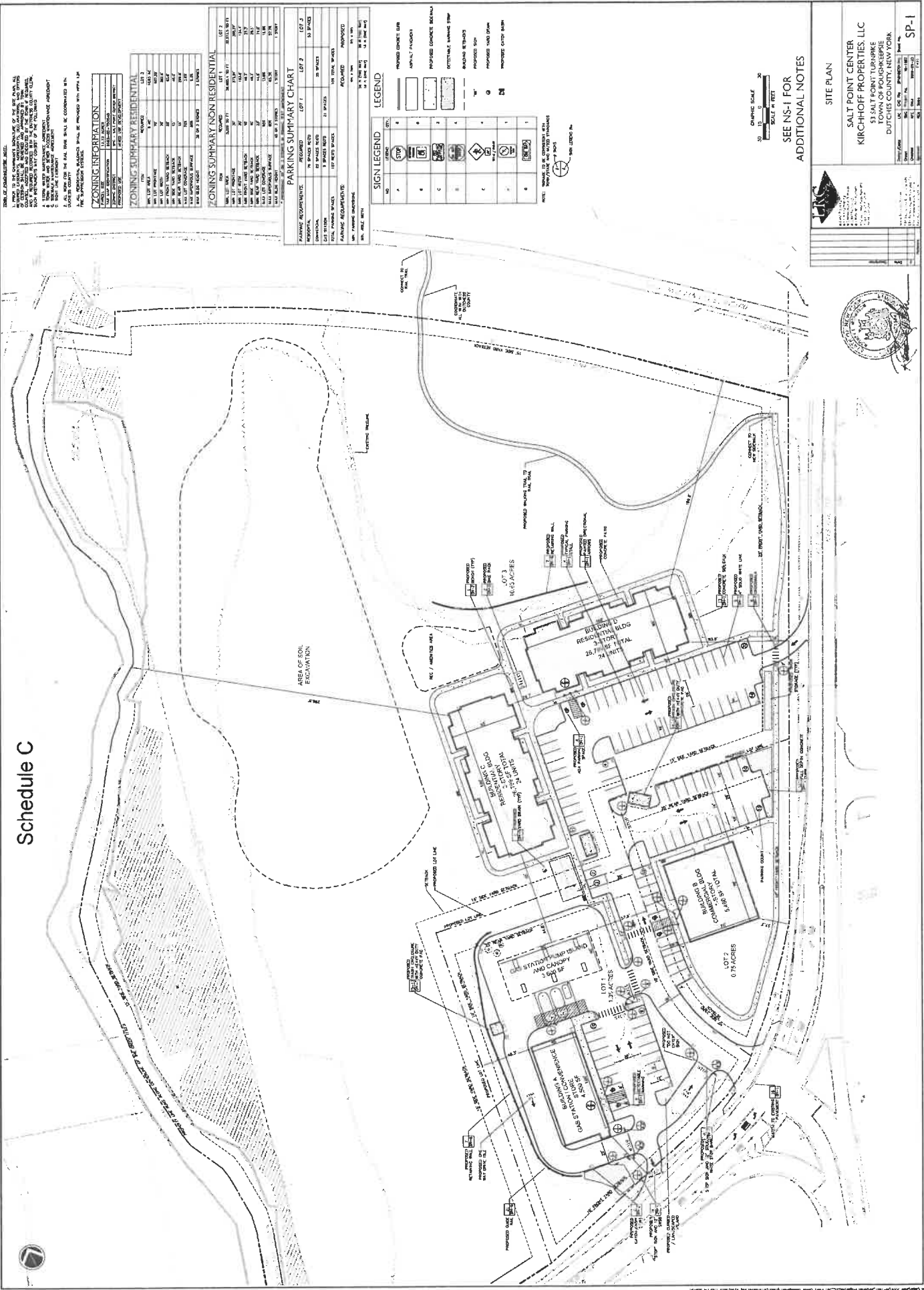
ALL that piece or parcel of land lying and being in the Town of Poughkeepsie, County of Dutchess and State of New York bounded and described as follows:

BEGINNING at the intersection of the southerly line of lands now or formerly of the Consolidated Rail Authority and the westerly line of the Salt Point Turnpike said point also being N 39 deg. 27' 00" West, 68.25 feet from the northeast corner of Parcel B; thence along the westerly boundary of the Salt Point Turnpike the following eight courses: S 35 deg. 48' 15" West, 493.93 feet; S 47 deg. 57' 01" West, 34.49 feet; S 51 deg. 07' 16" West, 57.97 feet; S 55 deg. 41' 58" West, 47.76 feet; S 68 deg. 34' 27" West, 35.36 feet; S 78 deg. 43' 33" West, 49.65 feet; S 82 deg. 56' 51" West, 181.71 feet and N 86 deg. 52' 41" West 237.00 feet to a point on the north boundary of Salt Point Turnpike; thence along lands of Dutchess County the following two courses: N 03 deg. 07' 19" East, 10.00 feet and N 86 deg. 56' 51" West, 45.00 feet to the centerline of the Fallkill Creek; thence along the centerline of the Fallkill Creek approximately 1,100 feet in a northerly direction to a point on the southerly boundary of the Consolidated Rail Authority; thence S 47 deg. 52' 41" East, approximately 18 feet to a point, said point being N 24 deg. 22' 45" East, 1,047.74 feet from the center of the Fallkill Creek at the southwesterly corner of the herein described parcel; thence, still with the southerly boundary of Consolidated Rail Authority the following four courses: S 47 deg. 52' 41" East, 41.80 feet; N 35 deg. 11' 16" East, 24.00 feet on a curve to the right (not tangent) with radius of 1,492.54 feet and length of 490.98 feet (and being S 48 deg. 52' 26" East, 488.77 feet from the previous point) and S 39 deg. 27' 00" East, 152.29 feet to the point and place of beginning.

INDEX OF DRAWINGS

CY-1	COVER SHEET (FOR DCDOH APPROVAL)
EX-1	EXISTING CONDITIONS (UNDER SEPARATE COVER) (FOR DCDOH APPROVAL)
DM-1	DEMOLITION PLAN (FOR DCDOH APPROVAL)
OP-1	OVERALL SITE PLAN
SP-1	SITE PLAN (FOR DCDOH APPROVAL)
SG-1	SITE GRADING PLAN
SD-1	SITE DRAINAGE PLAN
UT-1	UTILITIES PLAN (FOR DCDOH APPROVAL)
UT-2	SALT POINT IMPROVEMENTS (FOR DCDOH APPROVAL)
EC-1	EROSION & SEDIMENTATION CONTROL PLAN (FOR DCDOH APPROVAL)
LL-1	LANDSCAPE PLAN
LP-1	SITE LIGHTING PLAN
TT-1	TRUCK TURNING PLAN
WM-1	WETLAND MITIGATION PLAN
PP-1	PLAN AND PROFILE (SANITARY SEWER) (FOR DCDOH APPROVAL)
PP-2	PLAN AND PROFILE (WATER) (FOR DCDOH APPROVAL)
NS-1	NOTES SHEET (FOR DCDOH APPROVAL)
DN-1	SITE DETAILS
DN-2	SANITARY DETAILS (FOR DCDOH APPROVAL)
DN-3	WATER DETAILS (FOR DCDOH APPROVAL)
DN-4	STORMWATER DETAILS
DN-5	EROSION CONTROL / AMENITIES DETAILS (FOR DCDOH APPROVAL)
TT-01	WS-62 TRUCK TURNING
TT-02	WS-62 TRUCK TURNING
TT-03	WS-62 TRUCK TURNING
TT-04	WS-62 TRUCK TURNING
TT-05	WS-62 TRUCK TURNING
TT-06	WS-62 TRUCK TURNING
TT-07	WS-62 TRUCK TURNING
TT-08	WS-62 TRUCK TURNING
TT-09	WS-62 TRUCK TURNING
	OFFICE BUILDING ARCHITECTURAL PLANS (UNDER SEPARATE COVER)
	RESIDENTIAL BUILDING ARCHITECTURAL PLANS (UNDER SEPARATE COVER)

Schedule C



THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED WITH THE CITY OF SALT POINT ZONING ORDINANCE AND THE CITY OF SALT POINT SUBDIVISION MAP. THE CITY OF SALT POINT ZONING ORDINANCE IS A PUBLIC LAW AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CITY OF SALT POINT SUBDIVISION MAP IS A PUBLIC LAW AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CITY OF SALT POINT ZONING ORDINANCE AND THE CITY OF SALT POINT SUBDIVISION MAP ARE THE SOLE BASIS FOR THE DESIGN AND CONSTRUCTION OF THIS PROJECT. THE CITY OF SALT POINT ZONING ORDINANCE AND THE CITY OF SALT POINT SUBDIVISION MAP ARE THE SOLE BASIS FOR THE DESIGN AND CONSTRUCTION OF THIS PROJECT.

ZONING INFORMATION

PROPERTY ADDRESS	ZONING DISTRICT	ZONING DESCRIPTION
1000 DEER PARK LANE	RESIDENTIAL	RESIDENTIAL

ZONING SUMMARY RESIDENTIAL

LOT	AREA (ACRES)	RESIDENTIAL UNITS
LOT 1	1.2	1
LOT 2	1.2	1
LOT 3	0.75	1
LOT 4	0.75	1

ZONING SUMMARY NON-RESIDENTIAL

LOT	AREA (ACRES)	NON-RESIDENTIAL UNITS
LOT 1	1.2	1
LOT 2	1.2	1
LOT 3	0.75	1
LOT 4	0.75	1

PARKING SUMMARY CHART

REQUIREMENT	PROPOSED	REQUIRED
MINIMUM PARKING SPACES	11	11
TOTAL PARKING SPACES	11	11

SIGN LEGEND

NO.	DESCRIPTION
1	PROPOSED CONCRETE CURB
2	PROPOSED ASPHALT PAVEMENT
3	PROPOSED CONCRETE RETAINING WALL
4	PROPOSED CONCRETE CURB
5	PROPOSED ASPHALT PAVEMENT
6	PROPOSED CONCRETE RETAINING WALL
7	PROPOSED CONCRETE CURB
8	PROPOSED ASPHALT PAVEMENT
9	PROPOSED CONCRETE RETAINING WALL
10	PROPOSED CONCRETE CURB
11	PROPOSED ASPHALT PAVEMENT
12	PROPOSED CONCRETE RETAINING WALL

ADDITIONAL NOTES

SEE NS-1 FOR ADDITIONAL NOTES

SITE PLAN

SALT POINT CENTER
KIRCHHOFF PROPERTIES, LLC
35 SALT POINT TURNPIKE
DUTCHES COUNTY, NEW YORK

SP-1

RESOLUTION 1:21 - # 17 OF 2026

WHEREAS, on October 22, 2025 the Dutchess County Department of Planning and Development presented the Draft Schatz Brownfield Opportunity Area (BOA) Plan to the Town Board; and

WHEREAS, Dutchess County recently submitted the Schatz BOA Plan to the NYS Department of State and requested designation of the Schatz Site as a Brownfield Opportunity Area pursuant to General Municipal (GMU) CHAPTER 24, ARTICLE 18-C, Section 970-r; and

WHEREAS, the Department of State requested that the Town of Poughkeepsie provide a letter indicating its support of said request for designation; now therefore

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor or her designee to sign and send the attached letter requesting designation of the Schatz Site as a Brownfield Opportunity Area (BOA) to the Secretary of State.

Dated: January 21, 2026

Moved: Ryan Sharpe

Seconded: Ann Shershin

Motion passes/ fails: Ayes 7 Nays 0

ES/mem

t-1/16/2026

m-1/21/2026

PRESENT/ABSENT Councilman Reuter
PRESENT/ABSENT Councilwoman Laird
PRESENT/ABSENT Councilman Thangiah
PRESENT/ABSENT Councilwoman Watson
PRESENT/ABSENT Councilman Sharpe
PRESENT/ABSENT Councilwoman Shershin
PRESENT/ABSENT Supervisor Edwards

AYE	NAY	ABSTAIN
<u>✓</u>	___	___
<u>✓</u>	___	___
<u>✓</u>	___	___
<u>✓</u>	___	___
<u>✓</u>	___	___
<u>✓</u>	___	___



Town of Poughkeepsie
Supervisor Rebecca Edwards

Town Hall, 1 Overocker Road
Poughkeepsie, NY 12603
redwards@townofpoughkeepsie-ny.gov

845-485-3607 Phone
845-485-3701 Fax

January 13, 2026

Walter T. Mosley, Secretary of State
New York State, Department of State
Office of Planning and Development
99 Washington Avenue, Suite 1010
Albany, NY 12231-0001

Re: Schatz Site BOA Nomination

Dear Secretary Mosley:

The Town of Poughkeepsie formally requests consideration by your office to designate the Schatz Site as a Brownfield Opportunity Area pursuant to General Municipal (GMU) CHAPTER 24, ARTICLE 18-C, Section 970-r. The Schatz Brownfield Opportunity Area Plan and supporting documents were recently submitted by Dutchess County.

We hope you will determine that the nomination for designation is consistent with the provisions of 970-r and will elect to designate the Schatz site – as defined within the BOA document - as a Brownfield Opportunity Area.

On behalf of the Town, we look forward to moving this vital project forward with additional State assistance requests, to begin implementation of recommendations made within the BOA Plan. Thank you for your consideration.

Sincerely,

Rebecca Edwards
Town of Poughkeepsie Supervisor

RESOLUTION 1:21 - # 18 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to execute a 2026 Dial-A-Ride Agreement extending said agreement from January 1, 2026 to December 31, 2026 with the County of Dutchess, which agreement provides for a joint service transportation system for the general public with payments made by the Town not to exceed \$75,480.00.

Dated: January 21, 2026

Moved: Ann Shershin

Seconded: Barbara Laird

Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/16/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Laird	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilman Thangiah	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Watson	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilman Sharpe	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<u>✓</u>	___	___
<u>PRESENT</u> /ABSENT Supervisor Edwards	<u>✓</u>	___	___



AMENDMENT and EXTENSION AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), and **TOWN OF POUGHKEEPSIE**, a municipal corporation whose address is 1 Overocker Road, Poughkeepsie, New York 12603 (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

WHEREAS, the parties hereto made and entered into an Agreement dated November 15, 2021 (County Contract No. 22-0005-12/22-PT), for a joint service transportation system program for the general public, and

WHEREAS, the parties desire to amend and extend said Agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 22-0005-12/22-PT, dated November 15, 2021, is hereby amended upon the following terms and conditions.

1. The paragraph entitled "Term of Agreement" shall provide as follows:

This Amendment and Extension shall be effective January 1, 2026, and shall terminate on December 31, 2026, unless otherwise terminated as set forth herein.

2. The Paragraph entitled "Payment" shall provide as follows:

The Municipality will pay to the County, pursuant to a signed voucher submitted to the Municipality, payments according to the schedule of collections attached hereto, made a part hereof and marked Exhibit "B-4". Payments by the Municipality will not exceed SEVENTY-FIVE THOUSAND FOUR HUNDRED EIGHTY and 00/100 (\$75,480.00) DOLLARS during the term of this Agreement and shall be paid on a quarterly basis (April, July, October and January)

3. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day
of _____, 20_____.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

By _____
Deputy County Executive

APPROVED AS TO CONTENT:

TOWN OF POUGHKEEPSIE

Robert H. Balkind, P.E.
Commissioner of Public Works

By _____
Rebecca Edwards
Town Supervisor

Public Transit

**EXHIBIT B-4
DIAL-A-RIDE TRANSPORTATION
2026 MUNICIPALITY PAYMENT / SERVICE SCHEDULE**

Day	Town of Poughkeepsie - North		Town of Poughkeepsie - South	
	No. of days	Payment	No. of days	Payment
Monday	0	\$ -	0	\$ -
Tuesday	0	\$ -	0	\$ -
Wednesday	0	\$ -	0	\$ -
Thursday	0	\$ -	0	\$ -
Friday	0	\$ -	0	\$ -

Rate per day: \$ 255.00

Town of Poughkeepsie - North & South, Total

Day	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annual Total	
	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment
Monday	22	\$ 5,610.00	24	\$ 6,120.00	24	\$ 6,120.00	24	\$ 6,120.00	94	\$ 23,970.00
Tuesday	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wednesday	12	\$ 3,060.00	13	\$ 3,315.00	14	\$ 3,570.00	12	\$ 3,060.00	51	\$ 13,005.00
Thursday	12	\$ 3,060.00	13	\$ 3,315.00	13	\$ 3,315.00	13	\$ 3,315.00	51	\$ 13,005.00
Friday	26	\$ 6,630.00	24	\$ 6,120.00	26	\$ 6,630.00	24	\$ 6,120.00	100	\$ 25,500.00
Totals:	72	\$ 18,360.00	74	\$ 18,870.00	77	\$ 19,635.00	73	\$ 18,615.00	296	\$ 75,480.00

Town of Poughkeepsie - North, Subtotal

Day	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annual Subtotal	
	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment
Monday	11	\$ 2,805.00	12	\$ 3,060.00	12	\$ 3,060.00	12	\$ 3,060.00	47	\$ 11,985.00
Tuesday	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wednesday	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Thursday	12	\$ 3,060.00	13	\$ 3,315.00	13	\$ 3,315.00	13	\$ 3,315.00	51	\$ 13,005.00
Friday	13	\$ 3,315.00	12	\$ 3,060.00	13	\$ 3,315.00	12	\$ 3,060.00	50	\$ 12,750.00
Subtotals:	36	\$ 9,180.00	37	\$ 9,435.00	38	\$ 9,690.00	37	\$ 9,435.00	148	\$ 37,740.00

Town of Poughkeepsie - South, Subtotal

Day	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Annual Subtotal	
	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment
Monday	11	\$ 2,805.00	12	\$ 3,060.00	12	\$ 3,060.00	12	\$ 3,060.00	47	\$ 11,985.00
Tuesday	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wednesday	12	\$ 3,060.00	13	\$ 3,315.00	14	\$ 3,570.00	12	\$ 3,060.00	51	\$ 13,005.00
Thursday	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Friday	13	\$ 3,315.00	12	\$ 3,060.00	13	\$ 3,315.00	12	\$ 3,060.00	50	\$ 12,750.00
Subtotals:	36	\$ 9,180.00	37	\$ 9,435.00	39	\$ 9,945.00	36	\$ 9,180.00	148	\$ 37,740.00

Dial-A-Ride scheduling may implement a cooperative schedule for all Dial-A-Ride trips. This cooperative scheduling will not affect each municipality's users except to increase the number of trips per day available to each participant. This cooperative schedule will not incur any additional costs to the participating municipalities.

RESOLUTION 1:21 - # 19 OF 2026

WHEREAS, as part of its tax collection responsibilities, the Town of Poughkeepsie collects tax payments for three fire districts and distributes payments to those districts; and

WHEREAS, to ensure an efficient, fair, and accurate distribution system, the Town of Poughkeepsie Comptroller has developed the attached "Procedure for Disbursement of Property Tax Proceeds to Fire Districts;" now therefore

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie hereby approves and adopts the proposed policy.

Dated: January 21, 2026
Moved: Rebecca Edwards
Seconded: Emily Watson
Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/16/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Laird	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilman Thangiah	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Watson	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilman Sharpe	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<input checked="" type="checkbox"/>	___	___
<u>PRESENT</u> /ABSENT Supervisor Edwards	<input checked="" type="checkbox"/>	___	___

TOWN OF POUGHKEEPSIE COMPTROLLER

PROCEDURE FOR DISBURSEMENT OF PROPERTY TAX PROCEEDS TO FIRE DISTRICTS

Amended
Backup 1/21/26

#19

Introduction and authorization

In January through April of each year, the Town Receiver of Taxes receives tax payments from owners of real property. The Receiver of Taxes turns over proceeds to the Comptroller, who is responsible for retaining these monies and disbursing them to the Town's districts, according to the approved budget for these districts. There are presently five districts in all, including three fire districts, one library district and one business improvement district. This does not include water, sewer, or lighting districts, which are under the town's direct management, or school districts for which taxes are separately collected. This policy will specify the procedure for the Comptroller's retention and disbursement of funds to the fire districts. It is adopted pursuant to Town Law §§ 37 and 181.

Recording of proceeds

Upon receipt of tax proceeds from the Receiver of Taxes, the Comptroller shall record them in the Town's records. Within 24 hours after such receipt the Comptroller shall deposit such funds in an insured account and shall notify the Supervisor of the same.

Upon recording tax proceeds, the Comptroller shall allocate the revenue received to the appropriate fund and district accounts based on the tax bills from which the payments were received. The Comptroller shall maintain records documenting the allocation of each payment to its corresponding district or fund account.

Disbursement of proceeds

Section 181(4) of the Town Law requires that tax proceeds be remitted to fire districts "immediately." In order to comply with this requirement while allowing for the necessary administrative steps of receiving, recording, and properly allocating tax revenue to district accounts, the Town has established the following disbursement schedule:

On February 15 of each year, the Comptroller shall disburse to each fire district the amount of property tax revenue owed to that district based on the amount that the Receiver of Taxes has turned over to the Comptroller through February 1.

On March 15 of each year, the Comptroller shall disburse to each fire district the amount of property tax revenue owed to that district based on the amount that the Receiver of Taxes has turned over to the Comptroller from February 2 through March 1.

Within two (2) weeks of the Receiver of Taxes' receipt of funds from Dutchess County to compensate the Town for delinquent property taxes, the Comptroller shall disburse to each fire district the amount owed to that district based on the funds received from the County. If the Comptroller has received any property tax revenue in the month of March from the Receiver of Taxes, the Comptroller shall disburse to each fire district the amount that the Receiver of Taxes has turned over to the Comptroller from March 2 through March 31 on that same day.

Within thirty (30) days of receipt of all Payments In Lieu of Taxes ("PILOT"), the Comptroller shall disburse to each fire district the exact amount of PILOT revenue received and owed to that district.

Notes:

- In the event of extraordinary circumstances, including system outages or unforeseen staffing shortages, disbursements shall be made as soon as practicable following resolution of such circumstances.
- If any scheduled disbursement date falls on a weekend or legal holiday, the disbursement shall be made on the next business day.

January 2026

RESOLUTION 1:21 # 20 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby accept the minutes for the following 2025 and 2026 Town Board Meetings, to wit:

December 17, 2025 – Town Board Meeting
January 7, 2026 – Town Board Re-Org Meeting

Dated: January 21, 2026
Moved: Bill Reuter
Seconded: Barbara Laird
Motion passes/ fails: Ayes 7 Nays 0

ES/mem
t-1/16/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
<u>PRESENT</u> /ABSENT Councilman Reuter	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilwoman Laird	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilwoman Burger	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilman Cifone	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilman Sharpe	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Councilwoman Shershin	<u>✓</u>	_____	_____
<u>PRESENT</u> /ABSENT Supervisor Edwards	<u>✓</u>	_____	_____

EVENT/CORRESPONDENCE AND NOTIFICATIONS 01:21 – # 21 of 2026

PLEASE NOTE that the Town Board of the Town of Poughkeepsie has hereby been notified of the following notifications or applications received which are on file in the Office of the Town Clerk as follows:

1. Notification of adult-use retail dispensary license application located at 805
Dutchess Turnpike Poughkeepsie 12603
2. Notification of adult-use retail dispensary license application located at 1978
South Road Poughkeepsie 12601
3. Notification of adult-use retail dispensary license application located at 798
Dutchess Turnpike Poughkeepsie 12603

PLEASE ALSO TAKE NOTE THAT, that the Town Clerk of the Town of Poughkeepsie does hereby approve all applications pending receipt of a Certificate of Liability Insurance, naming the Town of Poughkeepsie as an additional insured for the date/s of these events if needed as well as any payments that may be required

RESOLUTION 1:21-Post Exec Sess/Atty Client #1 OF 2026

**RESOLUTION ADOPTING EMERGENCY OVERTIME POLICY
FOR THE WATER DEPARTMENT**

WHEREAS The Town Board of the Town of Poughkeepsie recognizes that the Water Department provides essential public health and safety services, including the delivery of potable water and the protection of water system infrastructure; and

WHEREAS Unplanned events and emergencies, including but not limited to main breaks, equipment failures, severe weather impacts, power disruptions, water quality incidents, and other conditions affecting the continuity or safety of water service, require immediate response outside regularly scheduled hours; and

WHEREAS The Town Board finds it necessary and in the public interest to adopt a formal Emergency Overtime Policy specific to the Water Department to ensure timely response, operational continuity, and appropriate compensation and accountability; now therefore be it

RESOLVED that the Town Board hereby adopts the Emergency Overtime Policy for the Water Department, attached hereto as Addendum A, effective immediately upon passage.

BE IT FURTHER RESOLVED that the Water Department Superintendent, in coordination with the Town Supervisor is authorized to take all necessary administrative actions to implement the policy, including issuance of procedures, training, and updates to timekeeping and reporting practices;

BE IT FURTHER RESOLVED that if any provision of this resolution or the attached policy is held invalid, the remaining provisions shall remain in full force and effect and that this resolution shall take effect immediately.

Dated: January 21, 2026

Moved: Supervisor Edwards

Seconded: Councilwoman Laird

Final Resolution Motion passes/ fails: Ayes 7 Nays 0

*motion to strike the original #10 and 10.1 on policy and adopt

Moved: Supervisor Edwards

Seconded: Councilman Reuter

7-0

ES/mem
t-1/21/2026
m-1/21/2026

	AYE	NAY	ABSTAIN
PRESENT/ABSENT Councilman Reuter	XX__	____	____
PRESENT/ABSENT Councilwoman Laird	XX__	____	____
PRESENT/ABSENT Councilman Thangiah	XX__	____	____
PRESENT/ABSENT Councilwoman Watson	XX__	____	____
PRESENT/ABSENT Councilman Sharpe	XX__	____	____
PRESENT/ABSENT Councilwoman Shershin	XX__	____	____
PRESENT/ABSENT Supervisor Edwards	XX__	____	____

Town of Poughkeepsie Water Department

Emergency Overtime Call-In Policy – Heavy Machine Operator/Water Maintenance Mechanics and Water Maintenance Mechanics

Effective Date: January 23, 2026

1. Purpose and Scope

This policy establishes procedures for emergency overtime call-ins and sets forth progressive disciplinary consequences for refusals or failures to respond with respect to **Heavy Machine Operator/Water Maintenance Mechanics and Water Maintenance Mechanics (“Employee”)**. It applies to all **Heavy Machine Operator/Water Maintenance Mechanics and Water Maintenance Mechanics (“Employee”)** who are eligible and available for emergency overtime.

Nothing in this policy is intended to violate Section 75 of the New York State Civil Service Law, New York State or federal law. In the event that any provision of this policy contradicts same, New York State and Federal Law shall prevail and apply. For example, the disciplinary and progressive disciplinary measures described herein will only be applied to an Employee in accordance with their Section 75 rights, if any.

2. Management Rights and Mandatory Overtime

2.1 A Department Head may require an employee to work additional hours beyond the normal workday and workweek based on operational needs, including but not limited to emergencies and continuity of service.

2.2 Refusal to work additional mandated hours, after investigation of the circumstances by management, in accordance with this policy, may result in disciplinary action consistent with Section 6 of this policy and Section 75 of New York State Civil Service Law.

3. Emergency Overtime Call-In Period and Events

3.1 Period of Applicability. From November 1 through April 30 each year, employees are subject to an emergency overtime call-in procedure for major emergencies.

3.2 Major Emergencies. Major emergencies include, by way of example, water service or water main breaks, or other significant operational incidents that require an immediate multi-person response wherein 3 or more employees are needed to be called as determined by the Department Head or their designee.

3.3 Excluded Minor Events. This procedure does not apply to minor events, wherein 2 or less employees are needed to be called, as determined by the Department Head, or their designee (i.e. emergency markouts; leaky meters, and hydrants).

4. Call-In Order and Staffing Target

4.1 Call-In by Seniority. During the period identified in Section 3.1, call-ins for major emergencies will be made by seniority, beginning with the most senior employee and proceeding in descending order of seniority, until staffing needs are met and each employee has been called for an event.

4.2 Staffing Level. The Department will secure between three and eight employees for each qualifying emergency event, as determined by operational needs at the time of the event.

4.3 Method of Contact. The Department will use the employee's most recently provided contact information. Employees are responsible for keeping contact information current.

5. Availability Exceptions

5.1 Scheduled Vacation. Employees who are on scheduled vacation at the time of the call-in will not be called in for that event.

5.2 Recent Sick Leave. Employees who took a sick day on the prior workday will not be required to be called in for the event occurring immediately thereafter unless they voluntarily choose to work that event.

5.3 Ineligibility. Employees who are ineligible or excused to work overtime due to duty restrictions, safety concerns, accommodation, or other approved leave will not be called and/or may be excused from this policy for the affected period, as determined by the Department Head or their designee.

6. Progressive Discipline for Refusals or Failures to Answer

6.1 Definitions. For purposes of this Section, a "refusal" includes an explicit decline to report, a failure to answer after reasonable call attempts, or a failure to report after agreeing to do so.

6.2 Monthly Pass. Each employee is permitted one pass per calendar month to decline an emergency overtime call-in without discipline. The pass must be expressly invoked at the time of the call or promptly thereafter and will be documented by the Department.

6.3 Progressive Steps. After use of the monthly pass, the following consequences apply within the same calendar month, at the discretion of the Department Head:

(a) Second refusal or failure to answer: A letter of warning will be issued, outlining future consequences.

(b) Third refusal: One-day unpaid suspension.

(c) Fourth refusal: One-week unpaid suspension.

(d) Fifth refusal: Termination.

6.4 Monthly Reset. The refusal count resets on the first day of each calendar month. Passes do not carry over to subsequent months.

6.5 Investigation. Prior to imposing discipline, the Department will conduct an investigation

into the refusal or failure to answer, including consideration of any documented justification, and will afford the employee an opportunity to respond. Whether an employee is subjected to the progressive discipline policy is dependent on the circumstances pertaining to a missed call or refusal as determined by the Department Head.

6.6 Notice. Disciplinary actions will be documented in writing and issued to the employee, with copies retained in the personnel file.

7. Call-In Administration

7.1 Documentation. The Department will maintain records of call attempts, responses, use of passes, and staffing secured for each event.

7.2 Reasonable Attempts. The Department will make reasonable call attempts consistent with operational exigencies. In large-scale emergencies, simultaneous or grouped notifications may be used to expedite response.

7.3 Operational Discretion. The Department Head or designee may adjust the number of employees called, sequence of calls, and reporting locations as necessary to address the emergency, provided the seniority-based process in Section 4.1 is followed to the extent practicable under the circumstances.

8. Employee Responsibilities

8.1 Maintain current contact information and promptly report changes.

8.2 Respond to emergency call-ins during the applicable period and report as directed when available.

8.3 Invoke the monthly pass clearly and timely (on your next working day) if electing to decline without discipline.

8.4 Comply with requests for documentation under Section 5.3 when applicable.

9. Coordination with Other Policies and Agreements

9.1 Nothing in this policy alters the Department's management rights or an employee's rights under applicable collective bargaining agreements, laws, or Town policies.

9.3 This policy supplements existing overtime, leave, and attendance policies, which remain in full force.

10. Effective Date and Review

10.1 Effective Date. This policy is effective as of January 23, 2026.

10.2 Review and Amendment. The Department Head may issue administrative guidance to implement this policy and may recommend amendments as operational needs evolve, subject to required approvals.