

**TOWN OF POUGHKEEPSIE TOWN BOARD MEETING**  
**MARCH 4, 2026**  
**AGENDA**

A public meeting of the Town of Poughkeepsie Town Board will be held on Wednesday,  
March 4, 2026 at 7:00 PM, or as soon thereafter as the matter may be heard.

Members of the community can access the Town Board meeting through Zoom information below:

<https://us06web.zoom.us/j/87240657388>

Via the Zoom website or application (“app”): Meeting ID: 872 4065 7388  
Password: 246230

**“The Town of Poughkeepsie strives to provide remote access to meetings and public hearings via Zoom, though this is not a legal requirement. In case Zoom malfunctions, staff will do their best to fix the problem but whether this is successful, the meeting will proceed. Members of the public who wish to speak at public hearings or meetings should plan to come to Town Hall in person if they want to be guaranteed an opportunity to participate.”**

Members of the community can also simply call into the Town Board Meeting using the following phone number: 1-929-205-6099 and the meeting ID and meeting password above.

The meeting is also broadcast live on Cablevision Channel 22 and Verizon Fios Channel 38.

**TOWN BOARD MEETING**

03:04-01	Public Hearing (Engineering)	MS4 Annual Report/SWMP
03:04-02	Authorize Supervisor to Sign (Chief Cavaliere)	Canine Officer Agreement
03:04-03	Resolution (Comptroller Patel)	Town Comptroller’s Closing Out 2025 Budget
03:04-04	Authorize (Superintendent Colgan)	Water Department – Truck Purchase
03:04-05	Authorize (Legal)	Pedersen re property stabilization/bond call dates
03:04-06	Authorize Supervisor to Sign (Legal)	Tree Felling Security Agreement-Manor Hill

03:04-07	Authorize Supervisor to Sign (Legal)	Tree Felling Security Agreement-Vassar Prentiss Field
03:04-08	Authorize (Legal)	Stratford Lot 56 Agreements
03:04-09	Authorize Supervisor to Sign (Director Welti)	Grant Application to the NYSDOT's TAP -Spackenkill Road Safe Routes to School Initiative
03:04-10	Resolution (Edwards/Laird)	Supporting State Legislature to Require All Federal Agents to Meet Professional Standards
03:04-11	Notification (Town Clerk Salvatore)	The following claim has been referred to Legal: A. Richardson v. Town
03:04-12	Approve (Town Clerk Salvatore)	2026 Town Board Minutes
03:04-13	Notification (Town Clerk Salvatore)	Town Clerk Events

**RESOLUTION 3:4- # 1 OF 2026**

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby accept the draft Storm Water Annual Report and draft Stormwater Management Plan prepared by the Town of Poughkeepsie Stormwater Program Coordinator; and

BE IT FURTHER RESOLVED, that said report has been filed in the Town Clerk's Office for review and comment by any interested party, and has been posted on the Town's website; and

BE IT FURTHER RESOLVED, that the Legal Notice of Public Hearing was posted on February 20, 2026 and published in the Poughkeepsie Journal on February 26, 2026; and

BE IT FURTHER RESOLVED, that on March 4, 2026 a public hearing was held at a regularly scheduled meeting of the Town Board; and

BE IT FURTHER RESOLVED, that the public review and comment period ends at 4:00 p.m. on March 13, 2026 when all written or oral comments are to be submitted; and

BE IT FURTHER RESOLVED, that the Town Board does direct the Stormwater Program Coordinator to review the comments and prepare for filing the final report which is due April 1, 2026, and to file the final report after the Director of Municipal Development has reviewed and approved any changes.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/aap  
t-2/24/26  
m-3/4/26

	AYE	NAY	ABSTAIN
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	_____	_____	_____

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**RESOLUTION 3:4 - # 2 OF 2026**

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to execute a Canine Officer Agreement between the Town of Poughkeepsie and Police Officer Frank Backer, which agreement is attached hereto.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/mem  
t-2/25/2026  
m-3/4/2026

	AYE	NAY	ABSTAIN
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	_____	_____	_____

## CANINE OFFICER AGREEMENT

**Section 1.** The Chief of Police shall have the absolute discretion to select the dogs, and select and assign the officers who will serve as dog handlers in the K-9 Unit from members of the Town of Police Department. Without limiting the absolute discretion of the Chief of Police, volunteers will be solicited for assignment to the K-9 Unit from active members of the PBA.

**Section 2.** To be eligible to serve as a member of the K-9 Unit, officers must meet and maintain the eligibility requirements, and abide by the rules and regulations set forth in the "Town of Poughkeepsie Police Department K-9 Unit Policies and Procedures Manual", including agreement in advance to serve as a member of the K-9 Unit for a minimum period of four (4) years. Officers assigned to the K-9 Unit shall remain eligible during this minimum period for promotions or changes in assignment, but the Town may decline to consider such officers for promotion or change of assignment during this minimum period.

**Section 3.** The Chief of Police shall have the absolute discretion to relieve an officer from his or her duties as a police K-9 handler at any time upon request from the officer, because the K-9 Units is disbanded, the size of the unit is reduced, or for any other reason that is in the best interest of the Town of Poughkeepsie Police Department,.

**Section 4.** During any period in which an officer is assigned to the K-9 Unit, he or she will forfeit his or her rights to bid for permanent shift assignments under the terms of the contract, and the Chief of Police shall have sole discretion to assign the dog handlers to a regular shift, may modify shift assignments of the dog handlers upon reasonable advance notice, and may rearrange work schedules of dog handlers within a declared work period.

**Section 5.** When a dog handler completes his or her assignment in the K-9 Unit, or is relieved from the assignment to the K-9 Unit, he or she will have his other rights restored to bid for permanent shift assignment under the terms of the then existing contract.

**Section 6.** While an officer is assigned to the K-9 Unit, he or she will be governed by and entitled to the following:

(a) Transportation time to and from a K-9 officer's residence shall be included within their regularly scheduled tour of duty. The times set for "Tours of duty" in the current contract and in any succeeding contract shall apply to K-9 officers, who shall be "in fact, ready for duty" when they leave their residence at the beginning of a tour of duty. K-9 officers shall report in by radio to the central dispatcher of the police department upon leaving their residence for a regularly scheduled shift of duty and report out similarly upon arriving at their residence following a regularly scheduled shift of duty, and shall perform regular patrol duties within the Town of Poughkeepsie during transport to and from regular shifts of duty.

(b) Officers assigned to the K-9 Unit shall be entitled to three (3) hours per week of overtime payable at the rate of time and one-half their regular rate in compensation of "off duty"

police related activities with or concerning the police dogs, such as training, to the extent that K-9 officers actually engage in such off duty police related activities with or concerning police dogs. Officers assigned to the K-9 Unit shall not train their assigned police dogs, wash or clean police cars, nor perform any other police related activities with or concerning the police dogs on "off duty" time in excess of three (3) hours per week without specific permission of a superior officer. The Town shall provide necessary training of the dog and characterize same as "on duty" time.

(c) Regular and required veterinary services for the police dogs shall be scheduled during normal shift tours to the extent practicable, and officers assigned to the K-9 Unit shall not obtain veterinary services for their assigned police dogs at times other than "on duty" times without permission from a superior officer or in emergencies.

(d) Officers assigned to the K-9 Unit shall be responsible for all non police related activities reasonably necessary for the care and maintenance of their assigned police dogs, such as feeding, grooming, washing, and otherwise caring for their police dogs, and cleaning and maintaining the areas and equipment at which the police dogs are housed. All such activities shall be performed on "off duty" time and no such activities shall be performed during "on duty" time. Officers assigned to K-9 Units shall be paid by the Town for off duty, non police related activities at the Federal minimum wage, up to a maximum of ten (10) hours per week. The Town, PBA and each individual officer assigned to the K-9 Units specifically agree that ten (10) hours per week is a fair and reasonable estimate of the time realistically required to provide such care for the police dog.

(e) K-9 officers "called in" while off duty shall be compensated at time and one half.

(f) Except to the extent herein provided, all salary, wages, and benefits shall be governed by the contract between the PBA and the Town.

**Section 7.** The following expenses associated with the K-9 Unit shall be provided as follows:

(a) The Town of Poughkeepsie shall provide a marked police vehicle for transporting the police dog, which shall remain the property of the Town.

(b) The Town shall pay for kennel facilities at the Town Police facility.

(c) The Town shall provide training, veterinary expenses, dog food and maintenance as outlined herein at Town expense until such time as the police dog is retired.

**Section 8.** The Town and the PBA agree that the officers assigned to the K-9 Unit shall be considered "on duty" for the purposes of General Municipal Law Section 207-c, and the New York State Retirement System, with respect to disabilities occurring whenever an officer assigned to the K-9 Unit is performing tasks necessary and reasonable for the training, care, and maintenance of the police dogs, regardless of where or when these tasks are performed.

**Section 9.** The Town will defend and indemnify officers assigned to the K-9 Unit for any injuries or damages caused by the police dogs which occur or are claimed to occur during the period in which such officers are assigned to the K-9 Unit, regardless of where or when the injuries or damages occur.

**Section 10.** All police dogs assigned to the K-9 Unit shall be the property of the Town. Upon the retirement of a police dog from the K-9 Unit, the handler assigned such dog shall be offered the opportunity to purchase such dog from the Town for the sum of \$1.00, and shall assume all liabilities previously incurred by the Town in relation to the operation of the K-9 Unit and ownership of the dog.

**Section 11.** Nothing in this agreement shall be deemed to preclude the Town from disbanding or curtailing the K-9 Unit once is it formed.

**Section 12.** The undersigned Police Officer who has been designated as the K-9 Handler candidate acknowledges full understanding of Appendix "D" of the current Collective Bargaining Agreement and Section 6 (a) of this agreement. Said Officer agrees that, if necessary upon selection as a K-9 Handler, he or she will relocate and reside in Dutchess County, preferably the Town of Poughkeepsie before December 31, 2026. Said Officer agrees that he or she will reside in a location no more than 15 miles with a travel time of no more than 25 minutes to the department headquarters located at 19 Tucker Drive in the Town of Poughkeepsie, County of Dutchess, State of New York.

**Section 13.** This assignment and agreement shall become effective on \_\_\_\_\_.

Town of Poughkeepsie

BY: \_\_\_\_\_  
Rebecca Edwards, Supervisor

Dated: \_\_\_\_\_

Police Benevolent Association

BY: \_\_\_\_\_  
Joseph Lombardi, President

Dated: \_\_\_\_\_

K-9 Handler

BY: \_\_\_\_\_  
P. O. Frank Backer

Dated: \_\_\_\_\_

**RESOLUTION 3:4 - # 3 OF 2026**

WHEREAS, the Town of Poughkeepsie has established the Office of Comptroller, which officer is vested with the powers and duties provided for in Town Law §32 and elsewhere, and

WHEREAS, the Town Comptroller is responsible for the orderly recording of all finances associated with the financial operations of the Town; and

WHEREAS, in order to close the financial records for the year ending December 31, 2025, certain budget adjustments, transfers and amendments were required; and

WHEREAS, this Board wishes to ratify the Town Comptroller's intra fund budget adjustments, transfers and amendments in order to produce a balanced budget for the year 2025; now, therefore

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie ratifies the Comptroller's intra fund adjustments, transfers and amendments to the 2025 Operating Budget Revenue and Expenditure accounts required to produce a balanced budget, in accordance with the attached report.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/mem  
t-2/24/2026  
m-3/4/2026

	AYE	NAY	ABSTAIN
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	_____	_____	_____

TOWN OF POUGHKEEPSIE  
2025 YEAR END BUDGET TRANSFERS  
A FUND

ORG #	OBJ #	Descriptions / Reference	INCREASE	DECREASE
A1010	0101	REGULAR PAY	0.28	
A1010	0823	LIFE INSURANCE		0.28
			0.28	0.28
A1110	0102	LONGEVITY		547.68
A1110	0103	OVERTIME		20,530.52
A1110	0112	PART-TIME	21,078.20	
A1110	0406	POSTAGE		6,596.87
A1110	0491	STENO SERVICES		260.78
A1110	0811	SOCIAL SECURITY		1,394.28
A1110	0821	MEDICAL INSURANCE	7,410.75	
A1110	0822	OPTICAL INSURANCE	811.23	
A1110	0823	LIFE INSURANCE	29.94	
			29,330.13	29,330.13
A1220	0481	CONTRACTED SERVICES	3,862.89	
A1220	0821	MEDICAL INSURANCE		3,862.89
			3,862.89	3,862.89
A1330	0101	REGULAR PAY	3,510.73	
A1330	0112	PART-TIME	3,197.66	
A1330	0413	DATA PROCESSING SUPPORT		2,275.95
A1330	0421	SCHOOLS & MEETINGS		1,175.00
A1330	0445	REPAIRS & MAINT.OFF.EQUIP.		2,000.00
A1330	0821	MEDICAL INSURANCE		1,257.44
			6,708.39	6,708.39
A1410	0410	PERMITS		381.54
A1410	0414	COMPUTER SOFTWARE		1,308.14
A1410	0421	SCHOOLS & MEETINGS		2,000.00
A1410	0422	TRAVEL REIMBURSEMENT		125.00
A1410	0444	MAINTENANCE CONTRACTS		500.00
A1410	0445	REPAIRS & MAINT.OFF.EQUIP.		200.00
A1410	0471	MINOR EQUIP - OFFICE		995.00
A1410	0487	CONTR.SERV.-RECODIFICATION		3,448.00
A1410	0811	SOCIAL SECURITY	887.85	
A1410	0821	MEDICAL INSURANCE	7,689.93	
A1410	0822	OPTICAL INSURANCE	283.14	
A1410	0823	LIFE INSURANCE	96.76	
			8,957.68	8,957.68

TOWN OF POUGHKEEPSIE  
2025 YEAR END BUDGET TRANSFERS  
A FUND

ORG #	OBJ #	Descriptions / Reference	INCREASE	DECREASE
A1460	0821	CONTRACTED SERVICES		807.45
A1460	0822	MEDICAL INSURANCE	781.86	
A1460	0823	OPTICAL INSURANCE	20.69	
A1460	0823	LIFE INSURANCE	4.90	
A1620	0101	REGULAR PAY	4,213.23	
A1620	0103	OVERTIME		200.00
A1620	0402	OFFICE SUPPLIES		2,235.93
A1620	0406	POSTAGE		5,190.10
A1620	0423	SHOES		60.05
A1620	0425	UNIFORMS		875.12
A1620	0432	GAS & OIL		2,850.00
A1620	0442	REPAIRS & MAINT.BLDG	5,510.20	
A1620	0443	REPAIRS & MAINT.EQUIP		157.55
A1620	0453	RENTAL - OFFICE EQUIP.	967.52	
A1620	0460	REFUSE DISPOSAL	1,397.73	
A1620	0461	TELEPHONE	2,829.00	
A1620	0462	ELECTRIC		3,854.73
A1620	0463	FUEL OIL		117.04
A1620	0464	WATER	2,434.24	
A1620	0481	CONTRACTED SERVICES		83.51
A1620	0811	SOCIAL SECURITY	267.61	
A1620	0821	MEDICAL INSURANCE		2,072.84
A1620	0822	OPTICAL INSURANCE	67.51	
A1620	0823	LIFE INSURANCE	9.83	
			18,504.32	18,504.32
A1640	0101	REGULAR PAY	10,955.66	
A1640	0103	OVERTIME		265.56
A1640	0109	OUT OF TITLE PAY		191.04
A1640	0206	COMPUTER SOFTWARE		265.01
A1640	0211	OTHER EQUIPMENT		2,500.00
A1640	0402	OFFICE SUPPLIES		92.59
A1640	0423	SHOES		64.77
A1640	0431	MATERIALS & SUPPLIES		3,877.86
A1640	0432	GAS & OIL		699.96
A1640	0821	MEDICAL INSURANCE		2,998.87
			10,955.66	10,955.66
A1680	0101	REGULAR PAY	510.35	
A1680	0103	OVERTIME	1,751.57	
A1680	0821	MEDICAL INSURANCE		2,261.92

TOWN OF POUGHKEEPSIE  
2025 YEAR END BUDGET TRANSFERS  
A FUND

ORG #	OBJ #	Descriptions / Reference	INCREASE	DECREASE
			2,261.92	2,261.92
A7110	0112	PART-TIME	51.40	
A7110	0211	OTHER EQUIPMENT		71.21
A7110	0423	SHOES		0.01
A7110	0431	MATERIALS & SUPPLIES	30.09	
A7110	0432	GAS & OIL	711.63	
A7110	0436	MATERIAL & SUPP - ATHLETIC		476.99
A7110	0443	REPAIRS & MAINT.EQUIP		294.62
A7110	0460	REFUSE DISPOSAL	572.12	
A7110	0481	CONTRACTED SERVICES		75.37
A7110	0821	MEDICAL INSURANCE		447.04
			1,365.24	1,365.24
A7141	0116	SEASONAL	1,254.95	
A7141	0425	UNIFORMS		134.04
A7141	0431	MATERIALS & SUPPLIES		140.27
A7141	0481	CONTRACTED SERVICES		3,224.99
A7141	0485	CONTR.SERV.-TRIPS/REC		936.36
A7141	0811	SOCIAL SECURITY	3,180.71	
			4,435.66	4,435.66
A7620	0211	OTHER EQUIPMENT		117.91
A7620	0403	BOOKS,LIT & PUBLICATIONS		41.40
A7620	0431	MATERIALS & SUPPLIES		268.83
A7620	0442	REPAIRS & MAINT.BLDG		2,608.59
A7620	0461	TELEPHONE		902.70
A7620	0462	ELECTRIC	76.78	
A7620	0481	CONTRACTED SERVICES	283.41	
A7620	0485	CONTR.SERV.-TRIPS/REC	599.33	
A7620	0811	SOCIAL SECURITY	1,018.61	
A7620	0821	MEDICAL INSURANCE	1,866.58	
A7620	0822	OPTICAL INSURANCE	70.83	
A7620	0823	LIFE INSURANCE	23.89	
			3,939.43	3,939.43
A1010	0402	OFFICE SUPPLIES		125.00
A1010	0404	DUES & ASSOCIATION FEES		259.37
A1010	0421	SCHOOLS & MEETINGS		6.41
A1010	0481	CONTRACTED SERVICES	44,140.54	
A1010	0821	MEDICAL INSURANCE		6,585.42

**TOWN OF POUGHKEEPSIE  
2025 YEAR END BUDGET TRANSFERS  
A FUND**

ORG #	OBJ #	Descriptions / Reference	INCREASE	DECREASE
A1010	0822	OPTICAL INSURANCE		550.16
A1010	0823	LIFE INSURANCE		57.36
A1110	0101	REGULAR PAY		17,919.48
A1110	0102	LONGEVITY		602.32
A1110	0109	OUT OF TITLE PAY		2,500.00
A1110	0204	OFFICE EQUIPMENT		1,415.73
A1620	0464	WATER	17,863.70	
A5010	0101	REGULAR PAY		949.16
A5010	0462	ELECTRIC		4,221.05
A5010	0481	CONTRACTED SERVICES		1,299.03
A5010	0821	MEDICAL INSURANCE		27,095.08
A6772	0481	CONTRACTED SERVICES	36,310.00	
A7020	0101	REGULAR PAY		2,309.84
A7020	0206	COMPUTER SOFTWARE		3,738.35
A7020	0404	DUES & ASSOCIATION FEES		26.36
A7020	0421	SCHOOLS & MEETINGS		213.55
A7020	0461	TELEPHONE		459.42
A7020	0821	MEDICAL INSURANCE		40,774.44
A7110	0212	PARK IMPROVEMENT	10,929.81	
A7110	0460	REFUSE DISPOSAL	275.16	
A7110	0462	ELECTRIC	5,609.10	
A7110	0811	SOCIAL SECURITY	434.74	
A7110	0822	OPTICAL INSURANCE	148.79	
A7110	0823	LIFE INSURANCE	33.72	
A7140	0431	MATERIALS & SUPPLIES		3,502.93
A7141	0116	SEASONAL	40,328.80	
A7270	0481	CONTRACTED SERVICES		460.54
A7310	0436	MATERIAL & SUPP - ATHLETIC		3,826.41
A7310	0481	CONTRACTED SERVICES		936.00
A7510	0431	MATERIALS & SUPPLIES		1,702.98
A7550	0481	CONTRACTED SERVICES		651.00
A7620	0112	PART-TIME	13,390.02	
A7620	0481	CONTRACTED SERVICES	1,756.16	
A9060	0821	MEDICAL INSURANCE		48,635.66
A9060	0825	EMPLOYEE ASSISTANCE PRO.		397.49
			171,220.54	171,220.54

**TOWN OF POUGHKEEPSIE  
2025 YEAR END BUDGET TRANSFERS  
B FUND**

ORG #	OBJ #	Descriptions / Reference	INCREASE	DECREASE
B1620	0101	REGULAR PAY	135.28	
B1620	0103	OVERTIME	2,049.12	
B1620	0423	SHOES		200.00
B1620	0425	UNIFORMS		309.91
B1620	0432	GAS & OIL	81.64	
B1620	0442	REPAIRS & MAINT.BLDG		1,438.97
B1620	0443	REPAIRS & MAINT.EQUIP	3,000.67	
B1620	0461	TELEPHONE		83.99
B1620	0481	CONTRACTED SERVICES		2,786.30
B1620	0811	SOCIAL SECURITY		609.38
B1620	0821	MEDICAL INSURANCE		2,983.32
B1620	0822	OPTICAL INSURANCE	176.07	
B1620	0823	LIFE INSURANCE		26.28
B1620	0462	ELECTRIC	2,995.37	
			8,438.15	8,438.15
B3121	0103	OVERTIME	505.57	
B3121	0409	MISCELLANEOUS		691.92
B3121	0421	SCHOOLS & MEETINGS		325.60
B3121	0472	MINOR EQUIP - OTHER		19.40
B3121	0481	CONTRACTED SERVICES		1,560.00
B3121	0492	CONTR.SERV.-MEDICAL		2,079.92
B3121	0811	SOCIAL SECURITY		24.79
B3121	0822	OPTICAL INSURANCE	104.27	
B3121	0823	LIFE INSURANCE	45.23	
B3121	0821	MEDICAL INSURANCE	4,046.56	
			4,701.63	4,701.63
B3620	0204	OFFICE EQUIPMENT		1,642.94
B3620	0206	COMPUTER SOFTWARE		1,942.98
B3620	0402	OFFICE SUPPLIES		1,622.69
B3620	0403	BOOKS,LIT & PUBLICATIONS		0.03
B3620	0404	DUES & ASSOCIATION FEES		245.00
B3620	0414	COMPUTER SOFTWARE		5,338.75
B3620	0422	TRAVEL REIMBURSEMENT		100.00
B3620	0423	SHOES		301.29
B3620	0432	GAS & OIL		3,523.26
B3620	0473	MINOR EQUIP - METRS/INSPEQ		2,425.19
B3620	0481	CONTRACTED SERVICES		1,292.48
B3620	0811	SOCIAL SECURITY	1,732.95	
B3620	0821	MEDICAL INSURANCE	10,382.74	
B3620	0822	OPTICAL INSURANCE	163.85	
B3620	0823	LIFE INSURANCE		65.07
B3620	0101	REGULAR PAY	6,220.14	
			18,499.68	18,499.68

TOWN OF POUGHKEEPSIE  
2025 YEAR END BUDGET TRANSFERS  
B FUND

ORG #	OBJ #	Descriptions / Reference	INCREASE	DECREASE
B8010	0101	REGULAR PAY		4,299.81
B8010	0402	OFFICE SUPPLIES	346.87	
B8010	0403	BOOKS,LIT & PUBLICATIONS		15.50
B8010	0405	ADVERTISING	450.14	
B8010	0421	SCHOOLS & MEETINGS		6.00
B8010	0432	GAS & OIL		813.32
B8010	0461	TELEPHONE	392.79	
B8010	0481	CONTRACTED SERVICES		5,799.55
B8010	0490	BOARD STIPEND		870.00
B8010	0811	SOCIAL SECURITY	45.77	
B8010	0822	OPTICAL INSURANCE	492.14	
B8010	0823	LIFE INSURANCE		22.89
B8010	0821	MEDICAL INSURANCE	10,099.36	
			11,827.07	11,827.07
B3120	0821	MEDICAL INSURANCE		51,792.17
B9060	0821	MEDICAL INSURANCE		34,298.14
B1980	0416	MTA P/R TAX		22,014.29
B8020	0101	REGULAR PAY		15,270.82
B1910	0469	INSURANCE - OTHER		4,500.00
B1315	0482	CONTR.SERV.-FINANCE/ADMN		4,000.00
B1910	0467	INSURANCE - GENERAL LIAB.		3,972.18
B8020	0821	MEDICAL INSURANCE		3,478.24
B8020	0103	OVERTIME		2,169.48
B8020	0481	CONTRACTED SERVICES		1,942.50
B8020	0811	SOCIAL SECURITY		1,892.63
B9050	0802	UNEMPLOYMENT INSURANCE		1,500.00
B8020	0421	SCHOOLS & MEETINGS		700.00
B8020	0490	BOARD STIPEND		510.00
B8020	0432	GAS & OIL		200.00
B8020	0823	LIFE INSURANCE		105.12
B8020	0402	OFFICE SUPPLIES		104.37
B8020	0404	DUES & ASSOCIATION FEES		81.00
B8020	0461	TELEPHONE		13.77
B8010	0821	MEDICAL INSURANCE	2,305.90	
B3121	0821	MEDICAL INSURANCE	6,501.80	
B9040	0801	WORKERS COMPENSATION	9,678.66	
B8160	0431	MATERIALS & SUPPLIES	9,851.18	
B1620	0462	ELECTRIC	17,527.37	
B3620	0101	REGULAR PAY	22,024.48	
B9010	0812	RETIREMENT	25,093.94	
B8010	0211	OTHER EQUIPMENT	55,561.38	
			148,544.71	148,544.71

**TOWN OF POUGHKEEPSIE  
2025 YEAR END BUDGET TRANSFERS  
DB FUND**

ORG #	OBJ #	Descriptions / Reference	INCREASE	DECREASE
DB5130	0211	OTHER EQUIPMENT	1.20	
DB5130	0443	REPAIRS & MAINT.EQUIP		1.20
			1.20	1.20
DB5142	0103	OVERTIME		10,780.23
DB5142	0431	MATERIALS & SUPPLIES	2,107.33	
DB5142	0481	CONTRACTED SERVICES	786.98	
DB5142	0821	MEDICAL INSURANCE	7,531.61	
DB5142	0822	OPTICAL INSURANCE	265.49	
DB5142	0823	LIFE INSURANCE	88.82	
			10,780.23	10,780.23
DB9060	0825	EMPLOYEE ASSISTANCE PRO.		1.06
DB9710	0701	INTEREST	1.06	
			1.06	1.06

**TOWN OF POUGHKEEPSIE  
2025 YEAR END BUDGET TRANSFERS  
F FUND**

ORG #	OBJ #	Descriptions / Reference	INCREASE	DECREASE
F8310	0125	MEDICAL BUYOUT		2,666.67
F8310	0402	OFFICE SUPPLIES		1,738.46
F8310	0406	POSTAGE		67.16
F8310	0429	EEOC & OSHA COMPLIANCE		2,606.69
F8310	0432	GAS & OIL		6,997.89
F8310	0452	RENTAL - COMM.EQUIP.		47.59
F8310	0481	CONTRACTED SERVICES		5,513.32
F8310	0811	SOCIAL SECURITY		739.01
F8310	0821	MEDICAL INSURANCE	20,960.82	
F8310	0822	OPTICAL INSURANCE		396.07
F8310	0823	LIFE INSURANCE		187.96
			20,960.82	20,960.82
F8340	0125	MEDICAL BUYOUT	2,469.89	
F8340	0203	MOTOR VEHICLES		4.04
F8340	0211	OTHER EQUIPMENT		2,465.85
			2,469.89	2,469.89
F8310	0413	DATA PROCESSING SUPPORT		1,383.23
F8310	0441	REPAIRS & MAINT.AUTO		1,539.71
F8310	0443	REPAIRS & MAINT.EQUIP		250.37
F8310	0452	RENTAL - COMM.EQUIP.		14.41
F8310	0460	REFUSE DISPOSAL		314.36
F8310	0461	TELEPHONE		1,915.75
F8310	0471	MINOR EQUIP - OFFICE		800.00
F8310	0489	CONTR.SERV.-LAB		1,570.00
F8320	0431	MATERIALS & SUPPLIES		3,090.37
F8320	0438	MATERIAL & SUPP - CHEMICAL	324.31	
F8320	0440	PURCHASE OF WATER	106,597.00	
F8320	0442	REPAIRS & MAINT.BLDG		6,675.27
F8320	0443	REPAIRS & MAINT.EQUIP		2,525.39
F8320	0462	ELECTRIC	72,198.78	
F8320	0463	FUEL OIL	11,356.88	
F8320	0481	CONTRACTED SERVICES		624.61
F8340	0481	CONTRACTED SERVICES		7,787.83
F8340	0821	MEDICAL INSURANCE		38,540.38
F8340	0822	OPTICAL INSURANCE		3,992.99
F9010	0812	RETIREMENT		52,508.67
F9040	0801	WORKERS COMPENSATION	759.60	
F9060	0821	MEDICAL INSURANCE		66,130.07
F9060	0825	EMPLOYEE ASSISTANCE PRO.		1,610.60
F9710	0415	ADMINISTRATION CHARGES	37.00	
F9710	0701	INTEREST	0.44	
			191,274.01	191,274.01

**TOWN OF POUGHKEEPSIE  
2025 YEAR END BUDGET TRANSFERS  
S FUND**

ORG #	OBJ #	Descriptions / Reference	INCREASE	DECREASE
S8110	0101	REGULAR PAY	11,162.31	
S8110	0102	LONGEVITY		1,700.00
S8110	0103	OVERTIME		31.84
S8110	0205	COMPUTER HARDWARE		1,500.00
S8110	0211	OTHER EQUIPMENT		254.05
S8110	0402	OFFICE SUPPLIES		2,009.37
S8110	0411	CONSULTANTS		3,500.00
S8110	0453	RENTAL - OFFICE EQUIP.		2,000.00
S8110	0461	TELEPHONE		167.05
			11,162.31	11,162.31
S8120	0101	REGULAR PAY	5,877.87	
S8120	0103	OVERTIME	76.22	
S8120	0109	OUT OF TITLE PAY		290.05
S8120	0125	MEDICAL BUYOUT	333.00	
S8120	0481	CONTRACTED SERVICES	750.00	
S8120	0821	MEDICAL INSURANCE		6,747.04
			7,037.09	7,037.09
S9910	0901	TRANSFERS TO OTHER FUNDS	10,000.00	
S9710	0415	ADMINISTRATION CHARGES	21,036.00	
S9060	0821	MEDICAL INSURANCE		20,555.12
S9060	0825	EMPLOYEE ASSISTANCE PRO.		480.88
S8130	0442	REPAIRS & MAINT.BLDG		33,190.78
S8130	0460	REFUSE DISPOSAL		9,711.53
S8130	0464	WATER		15,000.00
S8120	0425	UNIFORMS		810.50
S8120	0431	MATERIALS & SUPPLIES		8,832.00
S8120	0821	MEDICAL INSURANCE		27,289.51
S8110	0101	REGULAR PAY	17,372.14	
S8110	0481	CONTRACTED SERVICES	7,339.39	
S351440	0481	CONTRACTED SERVICES	31,700.00	
S339710	0601	PRINCIPAL	20,000.00	
S339710	0701	INTEREST	5,087.14	
S318130	0475	OPERATION & MAINTENANCE	7,335.65	
S158130	0475	OPERATION & MAINTENANCE		2,217.83
S128130	0475	OPERATION & MAINTENANCE		1,225.83
S058130	0475	OPERATION & MAINTENANCE		556.34
			119,870.32	119,870.32

**RESOLUTION 3:4 - # 4 OF 2026**

WHEREAS, the Town of Poughkeepsie Water Department wishes to declare a vehicle surplus and to purchase a 2025 Ford F650 Super Duty Truck; now therefore

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie, having received a communication from Water Superintendent Colgan, does declare one 2019 Chevy 5500 Dump Truck, VIN#1HTKJPVK8KH432559, vehicle to be surplus, and

BE IT FURTHER RESOLVED, that the Town Board does hereby authorize the Supervisor or Water Superintendent to execute documents as are required to purchase one 2025 Ford F650 Super Duty truck through Romeo Ford of Kingston, NY, under OGS contract #PC70419, at a price of \$80,888.41, which said price reflects a \$30,000 trade in for a Town owned surplus vehicle, a 2019 Chevy 5500 Dump Truck, VIN#1HTKJPVK8KH432559, and

BE IT FURTHER RESOLVED, the contract is exempt from the Town's Purchasing Policy because it is a State Bid Contract, and it is an equipment purchase which is a Type II Action requiring no SEQRA review.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/mem

t-2/24/2026

m-3/4/2026

	AYE	NAY	ABSTAIN
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	_____	_____	_____

RESOLUTION 3:4 - # 5 OF 2026

WHEREAS, the Town of Poughkeepsie Planning Board approved Kenneth Pedersen's applications for Land Contour, Aquatic Resource and Erosion and Sediment Control permits for properties located at 244, 246, 248 & 252 Innis Avenue on December 15, 2022, the work being secured by Western Surety Company Bond #66622057, which permits as extended required completion of the permitted work and conditions by January 22, 2025, and

WHEREAS, stabilization (80% germinated perennial grass coverage of the site) was not timely achieved, now therefore,

BE IT RESOLVED, that the Supervisor and her designees, acting with the Departments of Engineering, Planning, Development and Law, are authorized to call the above bond if the applicant has not complied with one of the three compliance alternatives listed in the annexed Notice Letter dated February 26, 2026, and

BE IT FURTHER RESOLVED, that they are also authorized to call the bond as further extended or to draw the submitted deposit if one of them has been timely submitted but the required stabilization/germination has not occurred by June 30, 2026, this resolution being a Type II action which is not subject to SEQRA because it is part of an enforcement proceeding.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

JEN/mem  
t-2/24/2026  
m-3/4/2026

	AYE	NAY	ABSTAIN
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	_____	_____	_____

LEGAL DEPARTMENT  
*Town of Poughkeepsie*

ONE OVEROCKER ROAD  
POUGHKEEPSIE, N.Y. 12603



(845) 485-3633  
FAX (845) 486-7878

February 26, 2026

Mr. Kenneth Pedersen  
40 Marie Court  
Wappingers Falls, NY 12590

VIA CERTIFIED MAIL, USPS  
DELIVERY AND HAND DELIVERY

Re: Pedersen Permit Compliance  
244, 246, 248 & 252 Innis Avenue  
Our File No.: 7194

Dear Mr. Pedersen:

I write to give you 45 days' notice to comply with the stabilization requirements of your Land Contour, Aquatic Resource and Erosion and Sedimentation Permits for the above properties by one of the three alternatives which are set forth below.

I also write to advise that your escrow deposit with the Planning Department is exhausted, and needs to be restored by \$1,000 by March 6, 2026

Attached are copies of the Notice of the Planning Board's December 16, 2022 approval of your permits, Western Surety Company Bond 66622057 and its Continuation Certificate effective through April 24, 2026, your Secured Undertaking For Reclamation Agreement executed April 7, 2025, a CPL Engineering Memo of February 19, 2026 as sent to your Engineer, Joseph Berger, and the Poughkeepsie Town Planning Board's October 17, 2025 resolution memo extending your time to perform the conditions of the above permits through January 22, 2026.

Your permits as extended required that performance be completed by January 22, 2026.

The required performance required included the "stabilization" of the site per Major Land Contour, Code §210-79(C)(5).

The Town's policy for stabilization follows the State DEC's Construction General Permit standard, which defines "stabilization" as having 80% perennial vegetation coverage of the site.

The required 80% stabilization coverage density was not achieved by the January 14, 2026 Town site inspection, and because of winter weather conditions was not achieved by the January 22, 2026 deadline.

Given this lack of timely performance PLEASE TAKE NOTICE THAT unless either:

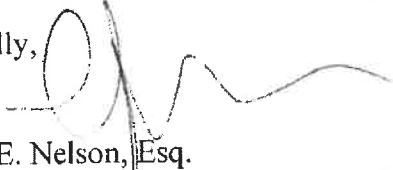
1. Town Engineering inspection shows 80% germination of perennial grass coverage by April 13, 2026; or
2. The Town receives by close of business on April 13, 2026 a continuation of the above bond through at least July 15, 2026 to secure the required germination/stabilization by June 30, 2026; or
3. The Town receives by close of business on April 13, 2026 either \$2,000 in cash, or by bank or certified check payable to the Town of Poughkeepsie, together with an executed copy of the annexed Escrow Acceptance Agreement to secure 80% germination/stabilization by June 30, 2026.

The Town will have no option but to call the above Western Surety Bond.

PLEASE TAKE FURTHER NOTICE THAT, if the above bond extension or the \$2,000 deposit with the Escrow Acceptance Agreement have been received by April 13, 2026, BUT 80% germination has not occurred by June 30, 2026, the Town will also have no option but to call the bond as extended or apply the \$2,000 deposit to complete the required work.

As mentioned previously, the Town has no interest in having to call this bond, but does require that there be compliance with the permit conditions.

Cordially,



James E. Nelson, Esq.  
For Van DeWater & Van DeWater, LLP  
Attorneys to the Town

JEN/mem

Enclosures

cc: Eric Gordon, Esq.  
Ms. Rebecca Edwards, Supervisor  
Mr. Mike Welti, Director of Municipal Development  
Mr. Eric Hollman, Planner  
Mr. Andy Learn, CPL Engineering  
Mr. Robert Bozek, CPL Engineering  
Emily Svenson, Esq.  
Lisa Cobb, Esq.  
Ms. Susan Corman



# Town of Poughkeepsie Planning Department

1 Overocker Road  
Poughkeepsie, NY 12603

845-485-3657 Phone  
845-486-7885 Fax

December 16, 2022

Sent via email: [innisrepair@aol.com](mailto:innisrepair@aol.com)

Kenneth Pedersen  
40 Marie Ct.  
Wappingers Falls, NY 12590

**RE: PEDERSON FILL PERMIT**

244, 246, 248 and 252 Innis Avenue Grid #s 6162-15-748465, -745459, -748453, and -753478

Dear Mr. Pedersen:

This letter is to inform you of the action taken by the Town of Poughkeepsie Planning Board at a meeting held on December 15, 2022, at which time you requested SEQR review, Land Contour Permit review and Aquatic Resource Permit review for an application to place +/-3,552 cubic yards of fill on an area of 0.50-0.75 acre, inclusive of 0.30 acre disturbance to aquatic resource buffer, on an existing site of one house lot (#244 Innis Ave; structure to be demolished), two vacant lots (#246 and #248 Innis Ave.) and part of one lot with a gas station (#252 Innis Ave.). The site western portion lies within federal wetland and floodway areas, and all lots are within the 100-year floodplain. Zoned SPC (Salt Point Center) District; 0.745 +/- acres; Unlisted Action; *Kenneth Pedersen, Applicant and Owner*.

A motion was made to open the Public Hearing.

Moved: Carl Whitehead  
Seconded: Rocco Romeo  
Carried: 4-0

A motion was made to close the Public Hearing.

Moved: Carl Whitehead  
Seconded: Rocco Romeo  
Carried: 4-0

A motion was made that the Planning Board determine that the proposed Pedersen Fill Permit project would not have a significant adverse impact on the environment, and that no environmental impact statement will be required for the reasons set forth in the SEQRA Negative Declaration for an Unlisted Action dated December 15, 2022.

Moved: Carl Whitehead  
Seconded: Rocco Romeo  
Carried: 4-0

A motion was made that the Planning Board grant conditional major land contour permit and conditional aquatic resource permit approval, subject to the following:

Respond to comments of the Planning Board and those received from Town departments and Agencies, said responses to be reviewed by the Planning Department as to adequacy and completeness, including but not limited to the following:

1. Town Planning Department's comments dated December 6, 2022.
2. Town consulting Engineer CPL's comments dated December 7, 2022.
3. Wetland consultant Aspen Environmental's comments dated December 7, 2022.
4. Zoning Administrator's review and approval of final plans.
5. Water Department's comments dated December 2, 2022.
6. Sewer Department's comments dated December 1, 2022.
7. Building Department's comments dated November 30, 2022, and copy of an approved Floodplain Development Permit submitted to the Planning Department prior to Chairman's signature.
8. Arlington Fire District's review and approval of final plans.
9. Dutchess County Department of Public Works' approval of a temporary access permit for the project prior to commencement of demolition and fill activity.
10. NYS Department of Transportation's review.
11. Comments of the Planning Board meeting, including but not limited to the following:
  - a. Add land contour procedures described in response letter to the plan.

Moved: Carl Whitehead  
Seconded: Rocco Romeo  
Carried: 4-0

***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 Katani, Alt.
	Member Levasseur
	Member Nasser, Alt.
Member Paganelli	
Member Romeo	Member Quinn

CW:rlp

cc: Lisa Cobb, Esq., Wallace & Wallace, LLP, Planning Board Attorneys, via email  
Joseph Berger, Berger Engineering and Surveying PLLC, via email



Effective Date: April 24th, 2023

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66622057

That we, Kenneth Pedersen

of Wappingers Falls, State of New York, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of New York, as Surety, are held and firmly bound unto the

Town of Poughkeepsie, State of New York, as Obligee, in the penal

sum of Twenty Six Thousand Two Hundred Eighty and 00/100 DOLLARS (\$26,280.00) lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Fill Permit Town of Poughkeepsie by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until April 24th, 2024, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 27th day of April, 2023

Principal

Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat, Vice President

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls State of South Dakota, its regularly elected Vice President as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Fill Permit Town of Poughkeepsie

bond with bond number 66627057

for Kenneth Pedersen as Principal in the penalty amount not to exceed: \$ 26,280.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 27th day of April, 2023

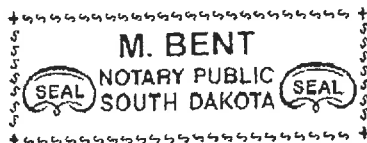
ATTEST

L. Bauder  
L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA )  
COUNTY OF MINNEHAHA ) ss

On this 27th day of April, 2023, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent  
Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

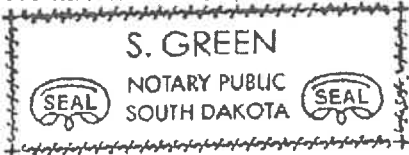


ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 27th day of April, 2023, before me, the undersigned officer, personally appeared Paul T. Brufiat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*S. Green*  
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

STATE OF New York }  
COUNTY OF Ulster } ss

On this 27th day of April, 2023, before me personally appeared Kenneth Pedersen, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me

that he executed the same  
EAN AMAR LEE WHITEHEAD  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01WH6436631  
Qualified in Ulster County  
My Commission Expires: 7/18/26

*Ean Amar Lee Whitehead*  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires \_\_\_\_\_

Notary Public



License or Permit No. \_\_\_\_\_

LICENSE AND PERMIT  
BOND  
As

of \_\_\_\_\_

State of \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

Filed \_\_\_\_\_

Approved this \_\_\_\_\_

day of \_\_\_\_\_



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 66622057 briefly described as FILL PERMIT TOWN OF POUGHKEEPSIE

for KENNETH PEDERSEN, as Principal,

TWENTY-SIX THOUSAND TWO HUNDRED EIGHTY AND NO/100 Dollars, for the term beginning April 24, 2025, and ending April 24, 2026, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 3rd day of April, 2025.



WESTERN SURETY COMPANY

By [Signature]  
Larry Kasten, Vice President

**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sloux Falls,  
State of South Dakota, its regularly elected Vice President,

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One FILL PERMIT TOWN OF ROUGHKEEPSIE

bond with bond number 66622957

for KENNETH PEDERSEN

as Principal in the penalty amount not to exceed: \$26,280.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Larry Kasten with the corporate seal affixed this 3rd day of April, 2025

ATTEST

L. Bauder  
L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

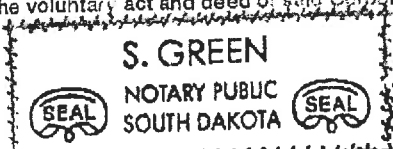
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 3rd day of April, 2025, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder Vice President

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green  
Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



## SECURED UNDERTAKING FOR RESTORATION

This Undertaking is executed this 7 day of APRIL, 2025, by Kenneth Pedersen, residing at 40 Marie Court, Wappingers Falls, NY 12590 ("Owner"), in favor of the Town of Poughkeepsie, a municipal corporation with offices located at the Town of Poughkeepsie Town Hall, 1 Overocker Road, Poughkeepsie, New York, 12603 (the "Town").

**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 addresses of 244, 246, 248 and 252 Innis Avenue and bearing tax grid numbers 6162-15-748453, -745459, -753478, and -748465, respectively, in the Salt Point Center (SPC) District, and collectively comprising +/-0.745 acres, (the "Property"); and

**WHEREAS**, Owner submitted an application and related materials seeking, *inter alia*, a major land contour permit pursuant to §210-79 of the Town Code, inclusive of a set of plans entitled "Pederson Fill Permit," Sheets 1 through 4 of 4, last revised November 18, 2022, prepared by Berger Engineering and Surveying (hereinafter the "Plan Set"), that would allow for the demolition of an existing house and the placement of +/- 3,552 cubic yards of fill on the Property; and

**WHEREAS**, the Town of Poughkeepsie Planning Board, by resolution dated February 20, 2025, conditionally granted to Owner an extension of a Land Contour Permit, an Aquatic Resource Permit and an Erosion Sediment Control Permit for the Property (collectively, the "Approvals") through October 24, 2025, based upon the Plan Set (the "Project"), conditioned on the Owner's extension of its security guarantee of \$26,280.00; and

**WHEREAS**, as part of the approval process, the Planning Board adopted a Resolution pursuant to the State Environmental Quality Review Act ("SEQRA") determining that no significant adverse environmental impact would be caused by the Project and thereafter issued a Negative Declaration; and

**WHEREAS**, the Town does not have a standard form for a land contour permit and deems the signature of the Chairman on the Plans to be the issuance of the permit; and

**NOW, THEREFORE**, Owner hereby executes and delivers this Undertaking to guarantee his performance to the Town and agrees as follows:

1. The foregoing paragraphs are incorporated herein by reference as if fully set forth hereat.
2. Owner shall restore the area of disturbance in conformance with said Plan Set, in form and manner acceptable to the Director of Municipal Development and the Town Engineer; and

3. If the Town believes that Owner has failed to complete the work set forth in the Plans in a timely manner, or of the Owner has failed or refused to complete the work in accordance with the Plans, and within the valid period of permit approval, except as may be extended by the Planning Board, the Town may provide notice of the same to the Owner and an opportunity to cure; and

4. Upon such notification, the Owner shall promptly complete the work set forth in the Plans to the satisfaction of the Town Engineer; for purposes of this paragraph, "promptly" shall be deemed to mean within 45 days of the receipt of demand, weather permitting; and

5. If Owner fails to satisfy the conditions of the Approvals by such date as set forth above, or such extended date as the Town may approve, then the Town shall have the right to draw upon the Security and undertake such Restoration as it deems necessary to protect the health, safety and welfare of Town residents and the general public, and utilize the Security to do so. The Town shall provide an accounting to Owner for the expenditure of such sums. Any and all amounts remaining on deposit with the Town after the work has been completed shall be returned to Owner. In the event that the cost to the Town of obtaining and planting the replacement trees and restoring the site grades exceeds the amount of the Security, the Town shall demand the additional sums from Owner in writing. If Owner fails to make the Town whole within 120 days from the date of the written demand, the Town shall have the right to place the additional amount as a lien on the Property. Nothing herein shall be construed as a limitation on the Town's ability to recover any and all costs associated with completing the Restoration in the event that the amount the Town must pay to complete the Restoration exceeds the amount of the Security.

6. As security for this obligation, Owner delivers herewith to Town of Poughkeepsie the following continuing security for faithful performance of this obligation, in form satisfactory to the Director of Municipal Development in the amount of Twenty-six Thousand, Two Hundred and Eighty Dollars (\$26,280.00) in favor of the Town of Poughkeepsie: A bank check or cashier's check in said amount, or a bond or bond extension, or cash deposit or Letter of Credit in said amount.

7. At such time as Owner has complied with all of the conditions of the Land Contour Permit, as confirmed by the Town Engineer and to the satisfaction of the Director of Municipal Development, the Security shall be released to Owner.

8. Pursuant to §210-79(C)(5) of the Town Code, if at any time the Planning Board finds that the work is not being conducted or cannot be conducted in accordance with Plans as approved, the Board shall notify the Zoning Administrator to order the applicant to cease operations and to stabilize the disturbed area.

9. Upon such notification, the Owner shall take no further action with respect to the Plans other than to promptly stabilize the disturbed area, to the satisfaction of the Town Engineer; for purposes of this paragraph, "promptly" shall be deemed to mean within 20 days of the receipt of demand, weather permitting.

10. The Owner may seek permission to recommence work on the Property by providing information to the Town sufficient to demonstrate, to the satisfaction of the Director of Municipal Development, its ability to conduct and complete the work in accordance with the Plans, at which time the Director may authorize work to proceed.

11. The Director shall have the authority to require further review of the Project by the Planning Board if he deems the information provided pursuant to the preceding paragraph so warrants.

12. Owner hereby grants an irrevocable license to the Town, its officials, employees, agents and contractors (the "Town Parties") to enter the Property, upon three (3) day prior notice to Owner, to conduct any Restoration in accordance with this Agreement. This license authorizes the Town Parties to access the Property for all purposes deemed necessary by the Town Parties to carry out the Restoration including, without limitation, the use of heavy construction machinery and equipment. The license granted by this Agreement shall expire and become null and void upon the date of certification by the Town Engineer to the Director of Municipal Development that Restoration by the Town has been Completed, or upon the return of the security obligation identified in paragraph 7.

13. Owner agrees to indemnify and hold harmless the Town Parties for any claims, injury or damage (including, but not limited to, reasonable attorneys' fees) resulting from Owner's performance (or failure to perform) its obligations hereunder and/or the Town undertaking any Restoration or exercising the Town's rights under this Agreement, except for any damage caused by any negligent acts of the Town Parties. The amount of Owner's indemnity to the Town shall not be limited by the amount of the Security. Owner shall include the Town as an "Additional Insured" on any insurance policy obtained by Owner to cover its performance of its obligations hereunder.

14. This Agreement shall become effective only upon the happening of the later of the following two events: (1) the receipt and approval of the Agreement by the Director of Municipal Development; (2) the receipt and approval of the form of the Undertaking by the Director of Municipal Development.

15. All of the terms and provisions of this Agreement shall be binding upon Owner, any future owner(s), and any successors, agents, legal representatives, or assigns thereof.

16. This document represents the entire Agreement between Owner and the Town. Neither this Agreement nor any of the terms, provisions, conditions, representations, or covenants contained in this Agreement can be modified, changed, terminated, amended, superseded, waived, or extended except by a written instrument specifically referencing this provision duly executed by Owner and the Town.

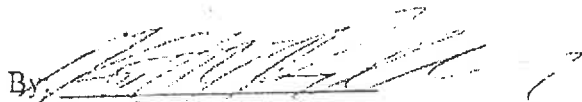
17. This Agreement is for the sole benefit of Owner and the Town and their respective legal representatives, successors, and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

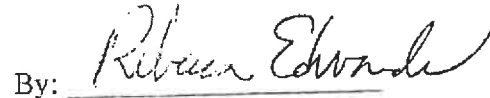
18. The individual executing the Agreement represents and warrants that s/he has the permission and authority of Owner to effectuate this Agreement and bind Owner to the terms set forth herein.

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

OWNER

TOWN OF POUGHKEEPSIE

By:   
Kenneth Pedersen

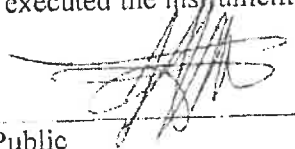
By:   
Rebecca Edwards, Supervisor

ACKNOWLEDGMENTS

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

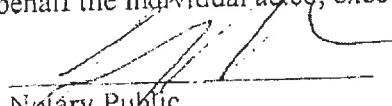
On the 7 day of April in the year 2025 before me personally appeared Kenneth Pedersen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JUSTIN PERGESEPE  
Notary Public - State of New York  
NO. 01PE6192286  
Qualified in Dutchess County  
My Commission Expires 8-25-2028

  
Notary Public

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

On this 8<sup>th</sup> day of April, 2025, before me, the undersigned, came Rebecca Edwards, personally 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 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

JESSICA MORIN  
Notary Public, State of New York  
No. 01MO0029652, Dutchess County  
Commission Expires October 7, 2028



MEMORANDUM

To: Mike Welti, Director of Municipal Development

From: Andrew Learn, P.E.

cc: Eric Hollman, Town Planning Department

Date: May 9, 2024

Rev: February 19, 2026

Re: Punchlist Review - Pederson Land Contour Permit  
CPL # R22.14959.68

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This office conducted a joint site inspection with the Town Planning Department on April 23, 2024, to review site improvements prior closeout of the Land Contour Permit. The following list of comments must be addressed prior to closeout. Items that have been addressed are marked with ~~strikethrough~~ text, items that have been updated are **bold**.

1. ~~The drainage swale along the north property line must be cut back to decrease the slope angle and sufficiently stabilized.~~
2. ~~Any cobbles 6" or greater must be removed from the sewer line access road.~~
3. ~~The Town sewer manhole lid must be raised to meet the finish grade.~~
4. ~~Wetland buffer plantings must be installed as outlined by Aspen Environmental during the site meeting.~~
5. ~~Cleanup of garbage and debris in the buffer area at the base of the slope in a manner to prevent ground disturbance.~~
6. ~~Grade along the southern property line in order to prevent stormwater runoff from crossing onto the neighboring property. A swale or pathway should be shaped to direct the flow toward the west.~~
7. Provide additional topsoil and reseed any bare areas: **To allow release of the Western Surety Company Bond No. 66622057 ending on April 24, 2026, an escrow agreement, acceptable to the Town in the form annexed, must be received by the Town with a check in the amount of \$2,000 to cover the establishment of grass in the recently disturbed areas, see attached form.** 80% grass growth across the entire site is needed to be considered permanently stabilized.
8. **The As-Built Site Survey prepared by Berger Engineering and Surveying dated January 20, 2026 is acceptable to our office.**



# Town of Poughkeepsie Planning Department

1 Overocker Road  
Poughkeepsie, NY 12603

845-485-3657 Phone

October 17, 2025

Sent via email: [innisrepair@aol.com](mailto:innisrepair@aol.com)

Kenneth Pedersen  
40 Marie Ct.  
Wappingers Falls, NY 12590

**RE: PEDERSON FILL PERMIT**

244, 246, 248 and 252 Innis Avenue Grid #s 6162-15-748465, -745459, -748453, and -753478

Dear Mr. Pedersen:

This letter is to inform you of the action taken by the Town of Poughkeepsie Planning Board at a meeting held on October 16, 2025, at which time you requested a Time Extension of a Major Land Contour Permit and Aquatic Resource Permit, for an approved application to place +/-3,552 cubic yards of fill on an area of 0.50-0.75 acre, inclusive of 0.30 acre disturbance to aquatic resource buffer, on an existing site of one house lot (#244 Innis Ave; structure to be demolished), two vacant lots (#246 and #248 Innis Ave.) and part of one lot with a gas station (#252 Innis Ave.). The site western portion lies within federal wetland and floodway areas, and all lots are within the 100-year floodplain. Zoned SPC (Salt Point Center) District; 0.745 +/- acres; Unlisted Action; *Kenneth Pedersen, Applicant and Owner.*

A motion was made that the Planning Board grant a 90-day time extension of major land contour permit and aquatic resource permit approval from October 24, 2025, forward to January 22, 2026, and direct the applicant to complete and close out all conditions of the approval as soon as possible.

Moved: Nicole Gemmati  
Seconded: Rocco Romeo  
Carried: 7-0

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  
Joseph Berger, Berger Engineering and Surveying PLLC, via email



Town of Poughkeepsie  
 Planning Department

1 Overocker Road  
 Poughkeepsie, NY 12603

845-485-3657 Phone

**Escrow Acceptance Contract**  
**\$3,000 Maximum**

ESCROW# \_\_\_\_\_ ACCEPTANCE DATE \_\_\_\_\_

OWNER NAME: Kenneth Pedersen VENDEE NAME: N/A  
 ADDRESS: 40 Marie Court, Wappingers Falls, NY 12590 ADDRESS: N/A

CONTACT: \_\_\_\_\_ CONTACT: N/A  
 EMAIL: innisrepair@aol.com EMAIL: N/A

SITE GRID NO.: 6162-15-748465, -745459, -748453 and -753478  
 SITE ADDRESS: 244, 246, 248 and 252 Innis Avenue

The undersigned owner of the above properties has this day deposited \$2,000 cash or a bond or certified check (circle) escrow to be deposited with the Town of Poughkeepsie Comptroller to assure that the following non-structural exterior work items, totaling not more than \$3,000.00, are properly and timely completed and inspected.

<u>WORK ITEM</u>	<u>ESCROW</u>	<u>COMPLETION AND INSPECTION DEADLINE</u>
1. Properties stabilization, 80% grass germination of the site	\$2,000	June 30, 2026
2.	\$	
3.	\$	
4.	\$	
<b>TOTAL ESCROW \$:2,000</b>		

If any item of work is not timely completed and inspected to the satisfaction of the Town Planning and Engineering Departments by the date specified above, the undersigned authorize(s) the Town, to draw the Total escrow received, hire a contractor(s) to complete the work and refund any remaining balance.



**RESOLUTION 3:4 - # 6 OF 2026**

WHEREAS, in connection with Planning Board approval received by Manor Hill Mobile Home Park, LLC (“Manor Hill”) to allow for the development of a proposed manufactured home community comprised of 14 lease lots, and related site improvements including a new access road from North Grand Avenue into the existing Manor Hill Mobile Home Park, and water and sewer services via connection to existing Town facilities, Manor Hill has requested permission from the Planning Board to cut trees prior to the signing of its site plan by the Chair of the Planning Board; and

WHEREAS, on February 19, 2026, the Planning Board granted such permission, subject to the condition, among others, that Manor Hill enter into an agreement with the Town to stabilize and restore the site if the project does not proceed, which agreement must be secured by an undertaking in the form of a letter of credit, bond or a cash deposit (the “Undertaking”); and

WHEREAS, the Town Engineer has indicated that \$160,000.00 is a sufficient Undertaking to guarantee the restoration required, and this amount has been reviewed and found acceptable by the Director of Municipal Development, now therefore

BE IT RESOLVED, that the Supervisor and the Director of Municipal Development are authorized to receive and execute the annexed Secured Undertaking And Agreement For Restoration in substantially the form annexed and the security required thereunder, on behalf of the Town of Poughkeepsie.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/mem  
t-2/27/2026  
m-3/4/2026

		AYE	NAY	ABSTAIN
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	_____	_____	_____

MANOR HILL

TREE REMOVAL RESTORATION  
 SURETY ESTIMATE  
 TOWN OF POUGHKEEPSIE  
 CPL # R18.14959.24  
**February 19, 2026**

ITEM	RESTORATION QUANTITY	UNIT	UNIT PRICE	VALUE	COMPLETED QUANTITY	COST TO COMPLETE
Tree and log removal	2.6	Acre	\$16,000.00	\$41,932	0.0	\$41,932
Rake Topsoil-Seed-Mulch	12,684	S.Y.	\$7.00	\$88,790	0	\$88,790
Erosion Controls	2.6	Acre	\$3,200.00	\$8,386	0.0	\$8,386
TOTAL CONST. COST				\$139,100		\$139,100
CONTINGENCY	20%			\$27,820		\$27,820
BOND, INSPECTION, CONSTRUCTION ADMIN, LEGAL COSTS	15%			\$20,865		\$20,865
SURETY AMOUNT			ORIGINAL	\$159,965	REDUCED	\$159,965
			SAY	\$160,000		

## SECURED UNDERTAKING AND AGREEMENT FOR RESTORATION

This Secured Undertaking and Agreement for Restoration (“Agreement”) is executed this \_\_\_ day of \_\_\_\_\_, 2026, by Manor Hill Mobile Home Park, LLC, having an address of 18 Clinton Street, Wappingers Falls, New York, 12590 (“Owner”), in favor of the Town of Poughkeepsie, a municipal corporation with offices located at the Town of Poughkeepsie Town Hall, 1 Overocker Road, Poughkeepsie, New York, 12603 (the “Town”).

**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 246 North Grand Avenue and bearing tax parcel identification number 6162-16-970397 (the “Property”); and

**WHEREAS**, conditional final site plan and special use permit approval has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 19, 2026, for the site plan entitled “Manor Hill Community Project,” prepared by Lawrence J. Paggi, PE, PC, dated July 21, 2021, and last revised on January 23, 2026, which site plan sheets are listed in **Schedule A** hereto (hereinafter the “Site Plan”), that would allow for the development of a proposed manufactured home community comprised of 14 lease lots, and related site improvements including a new access road from North Grand Avenue into the existing Manor Hill Mobile Home Park, and water and sewer services via connection to existing Town facilities (the “Project”); and

**WHEREAS**, as part of the approval process, the Planning Board adopted a Resolution pursuant to the State Environmental Quality Review Act (“SEQRA”) determining that no significant adverse environmental impact would be caused by the Project and thereafter issued a Negative Declaration; and

**WHEREAS**, during the SEQRA review process, Owner provided evidence that there was potential habitat on the site for rare, threatened or endangered species; and

**WHEREAS**, §210-151(H) of the Poughkeepsie Town Code provides that no site preparation or disturbance, including the removal of trees, shall occur prior to the signing of the Site Plan by the Chair of the Planning Board; and

**WHEREAS**, all of the conditions set forth in the resolution of approval have not yet been fulfilled and the Site Plan has not yet been signed by the Chair of the Planning Board; and

**WHEREAS**, Owner requested permission to allow the cutting of trees on the Property, prior to the signing of the Site Plan by the Chair of the Planning Board, because New York State Department of Environmental Conservation (“NYSDEC”) and United

Stated Fish & Wildlife Service (“USF&W”) regulations allow the unrestricted cutting of trees only between November 1<sup>st</sup> and March 31<sup>st</sup> of any year to minimize the possibility of disturbing the migration and habitats of Indiana bats (*Myotis sodalis*) and Northern long-eared bats (*Myotis septentrionalis*), each an endangered species, and provide protocols for tree clearing during the rest of the year; and

**WHEREAS**, Chapter 187 of the Poughkeepsie Town Code provides a mechanism for granting permission for certain tree removal, and §187.4(C) thereof vests authority with the Planning Board for the approval of such tree-clearing requests; and

**WHEREAS**, Owner provided plans to the Planning Board showing the area of disturbance, which plans were satisfactory to the Town Engineer; and

**WHEREAS**, on February 19, 2026, the Planning Board approved Owner’s request for permission to undertake tree felling activity consistent with approved bat mitigation prior to the Chairman’s signature on the approved Site Plan, expressly subject to the following:

1. Tree felling activity may occur on or prior to March 31, 2026, and thereafter is prohibited between April 1<sup>st</sup> and October 31<sup>st</sup>, unless performed in accordance with NYSDEC and USF&W guidance.

2. Prior to signature of the approved Site Plan by the Planning Board Chair, site clearing activity is restricted to tree felling only; such activity shall not include relocation or removal of trees or brush, the use of heavy equipment, or any ground disturbance.

3. The prior sentence notwithstanding, if the Owner obtains Town acceptance of the final SWPPP, and submits evidence of coverage under the NYSDEC SPDES General Permit for Construction Activity, then tree felling activity, including relocation or removal of trees or brush, and/or the use of heavy equipment, and/or ground disturbance, may be permitted at the written discretion of the Town Engineer.

4. Such tree-felling activity shall be restricted to the area of disturbance and other conditions shown upon a Tree Felling Plan prepared by the applicant’s licensed professional plan preparer, subject to review and acceptance by the Town Engineering and Planning Departments. If NYSDEC has not issued an Article 24 Permit, then the Tree Felling Plan shall provide for the minimum tree removal necessary to maintain a U.S. Army Corp of Engineers Nationwide Permit, and shall not affect site wetlands or buffers, nor screening for residential properties or for the Dutchess County Rail Trail adjoining the project site. No tree felling activity shall occur until after Town acceptance of the Tree Felling plan.

**WHEREAS**, the amount of the Undertaking is intended to be sufficient to allow the Town to remove and dispose of felled trees and to stabilize and restore disturbed land areas by raking, seeding, mulching and installing any necessary erosion controls (such activities collectively referred to herein as “Reclamation”) in the event that the Project is not built as set forth in the Site Plan; and

**WHEREAS**, the Town Engineer provided an estimate as support for the amount of the Undertaking, in the amount of \$160,000.00, which amount was reviewed and accepted by the Director of Municipal Development.

**NOW, THEREFORE**, Owner hereby agrees as follows:

A. The foregoing paragraphs are incorporated herein by reference as if fully set forth hereat.

B. Owner hereby executes and delivers this Undertaking to guarantee to the Town of Poughkeepsie that if Owner fails satisfy the conditions of site plan approval and obtain the Chair’s signature on the plans, Owner shall plant replacement trees on the Project site in a location and of the amount and species acceptable to the Director of Municipal Development and the Engineer to the Town, within 120 days of the receipt of a written demand from the Town to do so, weather permitting.

C. If Owner fails to plant the replacement trees and restore the site grades by such date as set forth above, or such extended date as the Town may approve, then the Town shall have the right to draw upon the security posted and undertake the Reclamation described above. The Town shall provide an accounting to Owner for the expenditure of such sums. Any and all amounts remaining on deposit with the Town after the work has been completed shall be returned to Owner. In the event that the cost to the Town of obtaining and planting the replacement trees and restoring the site grades exceeds the amount of the Undertaking, the Town shall demand the additional sums from Owner in writing. If Owner fails to make the Town whole within 120 days from the date of the written demand, the Town shall have the right to place the additional amount as a lien on the Property. Nothing herein shall be construed as a limitation on the Town’s ability to recover any and all costs associated with completing the Reclamation in the event that the amount the Town must pay to complete the Reclamation exceeds the amount of the Security.

D. As security for this obligation, Owner delivers herewith to Town of Poughkeepsie the following security for faithful performance of this obligation: a cash deposit /letter of credit from a bank or other entity satisfactory to the Director of Municipal Development in the amount of \$160,000.00 in favor of the Town of Poughkeepsie, said amount being the amount determined by the Town Engineer sufficient to cover the cost of the Reclamation.

E. At such time as Owner has cleared the felled trees from the property (which cannot occur until after Site Plan signature, unless the conditions of paragraph 3 above have been met), as confirmed by the Town Engineer, the security for the Undertaking shall be released to Owner.

F. Owner hereby grants an irrevocable license to the Town, its officials, employees, agents and contractors (the "Town Parties") to enter the Project Site, upon reasonable three (3) day prior notice to Owner, to conduct any reclamation in accordance with this Agreement. This license authorizes the Town Parties to access the Project Site for all purposes deemed necessary by the Town Parties to carry out the Reclamation including, without limitation, the use of heavy construction machinery and equipment. The license granted by this Agreement shall expire and become null and void upon the date of certification by the Town Engineer to the Director of Municipal Development that Reclamation by the Town has been Completed, or upon the return of the security obligation identified in paragraph D.

G. Owner agrees to indemnify and hold harmless the Town Parties for any claims, injury or damage (including, but not limited to, reasonable attorneys' fees) resulting from Owner's performance (or failure to perform) its obligations hereunder and/or the Town undertaking any Reclamation or exercising the Town's rights under this Agreement, except for any damage caused by any negligent acts of the Town Parties. The amount of Owner's indemnity to the Town shall not be limited by the amount of the Security. Owner shall include the Town as an "Additional Insured" on any insurance policy obtained by Owner to cover its performance of its obligations hereunder.

H. Permission is granted only for the felling of the trees unless the conditions of paragraph 3 have been met. Trees shall be dropped in place. The removal of stumps shall not be permitted and the relocation or removal of trees or brush, the use of heavy equipment, or any ground disturbance on-site in the adjoining right-of-way is prohibited prior to the signing of the Site Plan by the Chair, unless the conditions of paragraph 3 have been met.

I. This Agreement shall become effective only upon the happening of the later of the following two events: (1) the receipt and approval of this Secured Undertaking Agreement by the Director of Municipal Development; (2) the receipt and approval of the form of the Undertaking by the Director of Municipal Development.

J. All of the terms and provisions of this Agreement shall be binding upon Owner, any future owner(s), and any successors, agents, legal representatives, or assigns thereof.

K. This document represents the entire agreement between Owner and the Town. Neither this Agreement nor any of the terms, provisions, conditions, representations, or covenants contained in this Agreement can be modified, changed, terminated, amended,



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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, came Rebecca Edwards, personally 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 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

**RESOLUTION 3:4 - # 7 OF 2026**

WHEREAS, in connection with Planning Board approval received by Vassar College ("Vassar") to allow for modifications to existing athletic fields, inclusive of the replacement of one existing grass field with a turf field and upgrades to a second existing grass field, as well as related site improvements, Vassar has requested permission from the Planning Board to cut trees prior to the signing of its site plan by the Chair of the Planning Board; and

WHEREAS, on February 19, 2026, the Planning Board granted such permission, subject to the condition, among others, that Vassar enter into an agreement with the Town to stabilize and restore the site if the project does not proceed, which agreement must be secured by an undertaking in the form of a letter of credit, bond or a cash deposit (the "Undertaking"); and

WHEREAS, the Town Engineer has indicated that \$24,495.00 is a sufficient Undertaking to guarantee the restoration required, and this amount has been reviewed and found acceptable by the Director of Municipal Development, now therefore

BE IT RESOLVED, that the Supervisor and the Director of Municipal Development are authorized to receive and execute the annexed Secured Undertaking And Agreement For Restoration in substantially the form annexed and the security required thereunder, on behalf of the Town of Poughkeepsie.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/mem  
t-2/27/2026  
m-3/4/2026

		AYE	NAY	ABSTAIN
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	_____	_____	_____

VASSAR COLLEGE - PRENTIS FIELD

TREE REMOVAL RESTORATION  
 SURETY ESTIMATE  
 TOWN OF POUGHKEEPSIE  
 CPL # R25.17334.13  
**January 26, 2026**

ITEM	RESTORATION QUANTITY	UNIT	UNIT PRICE	VALUE	COMPLETED QUANTITY	COST COMPLI
Tree and log removal	0.6	Acre	\$16,000.00	\$9,985	0.0	\$9,9
3" Caliper Deciduous Trees (15/Acre)	9	Acre	\$500.00	\$4,680	0	\$4,6
Rake Topsoil-Seed-Mulch	665	S.Y.	\$7.00	\$4,652	0	\$4,6
Erosion Controls	0.6	Acre	\$3,200.00	\$1,997	0.0	\$1,9
TOTAL CONST. COST				\$21,300		\$21,3
CONTINGENCY	20%			\$4,260		\$4,2
BOND, INSPECTION, CONSTRUCTION ADMIN, LEGAL COSTS	15%			\$3,195		\$3,1
SURETY AMOUNT			ORIGINAL	\$24,495	REDUCED	\$24,4

## SECURED UNDERTAKING AND AGREEMENT FOR RESTORATION

This Secured Undertaking and Agreement (“Agreement”) is executed this \_\_\_\_ day of \_\_\_\_\_, 2026, by Vassar College, having an address of 124 Raymond Avenue, Poughkeepsie, NY 12604 (“Owner”), in favor of the Town of Poughkeepsie, a municipal corporation with offices located at the Town of Poughkeepsie Town Hall, 1 Overocker Road, Poughkeepsie, New York, 12603 (the “Town”).

**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 334 Hooker Avenue, Poughkeepsie, NY 12604 and bearing tax parcel identification number 134689-6161-04-740465-0000 (the “Property”); and

**WHEREAS**, conditional final site plan approval has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 19, 2026, for the Vassar College Prentiss Field site plan entitled “Vassar College Turf Field,” prepared by LRC Engineering & Surveying, dated January 26, 2026, and last revised on January 26, 2026, which site plan sheets are listed in **Schedule A** hereto (hereinafter the “Site Plan”), that would allow for modifications to existing athletic fields, inclusive of the replacement of one existing grass field with a turf field and upgrades to a second existing grass field, as well as related site improvements (the “Project”); and

**WHEREAS**, as part of the approval process, the Planning Board adopted a Resolution pursuant to the State Environmental Quality Review Act (“SEQRA”) determining that no significant adverse environmental impact would be caused by the Project and thereafter issued a Negative Declaration; and

**WHEREAS**, during the SEQRA review process, Owner provided evidence that there was potential habitat on the site for rare, threatened or endangered species; and

**WHEREAS**, §210-151(H) of the Poughkeepsie Town Code provides that no site preparation or disturbance, including the removal of trees, shall occur prior to the signing of the Site Plan by the Chair of the Planning Board; and

**WHEREAS**, all of the conditions set forth in the resolution of approval have not yet been fulfilled and the Site Plan has not yet been signed by the Chair of the Planning Board; and

**WHEREAS**, Owner requested permission to allow the cutting of trees on the Property, prior to the signing of the Site Plan by the Chair of the Planning Board because New York State Department of Environmental Conservation (“NYSDEC”) and United States Fish & Wildlife Service (“USF&W”) regulations allow the unrestricted cutting of trees only between

November 1<sup>st</sup> and March 31<sup>st</sup> of any year to minimize the possibility of disturbing the migration and habitats of Indiana bats (*Myotis sodalis*) and Northern long-eared bats (*Myotis septentrionalis*), each an endangered species, and provide protocols for tree clearing during the rest of the year; and

**WHEREAS**, Chapter 187 of the Poughkeepsie Town Code provides a mechanism for granting permission for certain tree removal, and §187.4(C) thereof vests authority with the Planning Board for the approval of such tree-clearing requests; and

**WHEREAS**, Owner provided plans to the Planning Board showing the area of disturbance, which plans were satisfactory to the Town Engineer; and

**WHEREAS**, on February 19, 2026, the Planning Board approved Owner's request for permission to undertake tree felling activity consistent with approved bat mitigation prior to the Chairman's signature on the approved Site Plan, expressly subject to the following:

1. Tree-felling activity may occur on or prior to March 31, 2026, and thereafter is prohibited between April 1<sup>st</sup> and October 31<sup>st</sup>, unless performed in accordance with NYSDEC and USF&W guidance.

2. Prior to Chairman's signature of an approved Site Plan, site clearing activity is restricted to tree felling only; such activity shall not include relocation or removal of trees or brush, the use of heavy equipment, or any ground disturbance.

3. The foregoing paragraph notwithstanding, if Owner obtains Town acceptance of the final SWPPP and submits evidence of coverage under the NYSDEC SPDES General Permit for Construction Activity, then tree felling activity including relocation or removal of trees or brush, and/or the use of heavy equipment, and/or ground disturbance, may be permitted at the written discretion of the Town Engineer.

4. Such tree felling activity shall be restricted to the area of disturbance and other conditions shown upon Tree Felling Plan TF-1, prepared by LRC Engineering and Surveying, dated 1/26/26, subject to subsequent revision and acceptance by the Town Engineering and Planning Departments.

5. Prior to the commencement of any tree-felling activity, this Agreement, which is subject to Town legal approval, shall be executed, and a financial guarantee filed for such restoration in an amount to be approved by the Town Engineer and the Director of Municipal Development; and

**WHEREAS**, the amount of the Undertaking is intended to be sufficient to allow the Town to remove and dispose of felled trees and to stabilize and restore disturbed land areas

by raking, seeding, mulching and installing any necessary erosion controls (such activities collectively referred to herein as "Reclamation") in the event that the Project is not built as set forth in the Site Plan; and

**WHEREAS**, the Town Engineer provided an estimate as support for the amount of the Undertaking, in the amount of \$24,495.00, which amount was reviewed and accepted by the Director of Municipal Development.

**NOW, THEREFORE**, Owner hereby agrees as follows:

1. The foregoing paragraphs are incorporated herein by reference as if fully set forth hereat.

2. Owner hereby executes and delivers this Agreement and financial guarantee to guarantee to the Town of Poughkeepsie that if Owner fails to satisfy the conditions of Site Plan approval and obtain the Chair's signature on the plans, Owner shall perform the Reclamation and plant replacement trees on the Project site, reasonable in cost and amount and with species appropriate for the geography, as determined or approved by the Town, in a location and of the amount and species acceptable to the Director of Municipal Development and the Town Engineer, within 120 days of the receipt of a written demand from the Town to do so, weather permitting (the "Replanting").

3. If Owner fails to begin the Reclamation and Replanting by such date as set forth above, or such extended date as the Town may approve, and to complete the same within a reasonable time, then the Town shall have the right to draw upon the security posted and undertake the Reclamation described above. The Town shall provide an accounting to Owner for the expenditure of such sums, which shall be subject to audit by Owner. Any and all amounts remaining on deposit with the Town after the work has been completed shall be returned to Owner within sixty (60) days of completion of the Reclamation. In the event that the reasonable and necessary cost to the Town of obtaining and planting the replacement trees and restoring the site grades exceeds the amount of the Undertaking, the Town shall demand the additional sums from Owner in writing. If Owner fails to make the Town whole within 120 days from the date of the written demand, the Town shall have the right to place the additional amount as a lien on the Property. Nothing herein shall be construed as a limitation on the Town's ability to recover any and all reasonable and necessary costs required for the Reclamation in the event that the amount the Town must pay third parties to complete the Reclamation exceeds the amount of the Security.

4. As security for this obligation, Owner delivers herewith to Town of Poughkeepsie the following security for faithful performance of this obligation: a cash deposit, bond or letter of credit from a bank or other entity satisfactory to the Director of Municipal Development in the amount of \$24,495.00 in favor of the Town of Poughkeepsie, said amount

being the amount determined by the Town Engineer sufficient to cover the cost of the Reclamation.

5. At such time as Owner has cleared the felled trees from the property, as confirmed by the Town Engineer, the security for the Undertaking shall be released to Owner within sixty (60) days of such confirmation.

6. Owner hereby grants an irrevocable license to the Town, its officials, employees, agents and contractors (the "Town Parties") to enter the Project Site, upon reasonable three (3) day prior notice to Owner, to conduct any Reclamation in accordance with this Agreement, in the event that Owner fails to satisfy the conditions of Site Plan approval and obtain the Chair's signature on the plans. This license authorizes the Town Parties to access the Project Site for all purposes deemed necessary by the Town Parties to carry out the Reclamation including, without limitation, the use of heavy construction machinery and equipment for the Reclamation. Town agrees to use its best efforts to not cause harm or damage to the property of Owner in its use of machinery equipment, which shall be driven and operated by trained and licensed personnel. The license granted by this Agreement shall begin upon the failure of Owner to timely undertake and complete the Reclamation and Replanting, and shall expire and become null and void upon the earlier of the date of certification by the Town Engineer to the Director of Municipal Development that Reclamation by the Town has been Completed, or upon the return of the security obligation identified in paragraph 4.

7. Owner agrees to indemnify and hold harmless the Town Parties for any claims, injury or damage (including, but not limited to, reasonable attorneys' fees) resulting from Owner's performance (or failure to perform) its obligations hereunder and/or the Town undertaking any Reclamation or exercising the Town's rights under this Agreement, except for any injury or damage caused by any negligent acts or willful misconduct of the Town Parties. The amount of Owner's indemnity to the Town shall not be limited by the amount of the Security. Owner shall include the Town as an "Additional Insured" on any insurance policy obtained by Owner to cover its performance of its obligations hereunder.

8. Permission is granted to Owner only for the felling of the trees. Such trees shall be dropped in place. The removal of stumps shall not be permitted and the relocation or removal of trees or brush, the use of heavy equipment, or any ground disturbance on-site in the adjoining right-of-way is prohibited prior to the signing of the Site Plan by the Chair, unless the conditions of paragraph 3 on page 2 have been met. If those conditions have been met, heavy equipment may be used, and trees and brush may be removed.

9. This Agreement shall become effective only upon the happening of the later of the following two events: (1) the receipt and approval of this Agreement by the Director of Municipal Development; and (2) the receipt and approval of the form of the financial guarantee by the Director of Municipal Development. Receipt and approval of these items



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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, personally appeared Rebecca Edwards, personally 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 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

**RESOLUTION 3:4 - # 8 OF 2026**

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to sign, relating to the Stratford Farms Kensington Way (Lot 56) 3-Lot Subdivision, in substantially the form annexed, the following documents:

1. Declaration of Covenants, Conditions, and Restrictions For Tree Maintenance For Screening;
2. Grant of Permanent Easement for Utilities;
3. Stormwater Management Facility Inspection and Maintenance Easement and Agreement;
4. Any supporting recording documents; 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: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/mem  
t-2/26/2026  
m-3/4/2026

	AYE	NAY	ABSTAIN
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	_____	_____	_____

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
For Tree Maintenance For Screening**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this “Declaration”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by ABD Stratford, LLC, with an office at 198 Bower Road, Poughkeepsie, NY 12603 (“Declarant”).

**WITNESSETH:**

WHEREAS, Declarant 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 tax grid number 6362-01-184915-0000, located at [no number] Kensington Lane, and shown as Lot 56 on Filed Map 11639 of 2003 (the “Property”), such map being the Subdivision Plat for Stratford Farms; and

WHEREAS, Major Subdivision Approval for a 3-lot subdivision of the Premises has been granted by the Town of Poughkeepsie Planning Board on November 20, 2025, for a subdivision plat and plan set entitled “Final Major Subdivision Plan Set – Stratford Farms Lot 56 Subdivision,” prepared by Badey & Watson, Surveying & Engineering, D.P.C., consisting of 6 sheets, dated June 13, 2024, and last revised on December 16, 2025, such sheets being listed in **Schedule A** attached hereto and made a part hereof, and any subsequent amended or replacement plans as may hereinafter be approved or required by the Planning Board or the Planning Department (hereinafter the “Subdivision Plan Set”), that would allow the subdivision of the Premises into three lots for the construction of a single-family dwelling on each lot; and

WHEREAS, to conform to the requirements of Poughkeepsie Town Code §210-14E(3), as modified by the grant of variance by the Zoning Board of Appeals, and as a condition of the Stratford Farms Lot 56 Subdivision Approval, the Planning Board is requiring the Declarant to install and maintain trees on the Property to screen the proposed development of the Property from neighboring residential properties, as depicted on the landscaping /screening sheet of the Subdivision Plan Set, being Sheet 3 of 6 (the “Site/Landscape Plan”) and Sheet 6 of 6 (“Exhibits”), a copy of each which is annexed hereto collectively as **Schedule B** and made a part hereof; and

WHEREAS, the Planning Board has required, and Declarant has agreed, that the obligations to install, maintain, care for, and replace the screening trees be imposed as covenants running with the land and binding upon Declarant and all successors and assigns in title to the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the following covenants, conditions, and restrictions, which shall run with the land and bind the Property and all present and future owners thereof, and shall inure to the benefit of the Town of Poughkeepsie and to the benefit of neighboring property owners as set forth herein.

1. Definitions.
  - 1.1 "Screening Plan" means those portions of the Subdivision Plan Set that depict the location, species, size, and spacing of the screening trees and associated landscaping intended to screen the development on the Property from neighboring properties, including Sheets 3 of 6 and 6 of 6 of the Plan Set.
  - 1.2 "Screening Trees" means all trees and associated plantings identified on the Screening Plan, together with any replacements required under this Declaration.
  - 1.3 "Owner" shall mean any future owner of a lot, and their heirs, legatees, devisees, successors, and assigns.
  
2. Installation; Compliance with Approved Plans.
  - 2.1 Declarant shall install, or shall cause to be installed, all Screening Trees in the locations, species, sizes, quantities, and spacings shown on the Screening Plan, or as may be field-adjusted or substituted upon written authorization by the Town's Director of Municipal Development consistent with the Subdivision Plan Set.
  - 2.2 Initial installation shall be completed as soon as practicable following completion of the grading of the rear of the Property in accordance with Sheet 6, "Proposed Site Runoff Towards Hart Drive" and prior to the issuance of a building permit for any of the dwellings depicted on the Subdivision Plan Set, unless otherwise authorized in writing by the Director of Municipal Development.
  
3. Maintenance and Care.
  - 3.1 Declarant and all subsequent Owners of any interest in the Property shall, at their sole cost and expense, maintain and care for the Screening Trees in a healthy and neat condition consistent with good arboricultural practices. Maintenance shall include, without limitation, watering, mulching, fertilizing, pruning, staking, pest and disease management, and seasonal care as reasonably necessary to promote healthy growth and effective screening.
  - 3.2 Mowing, trimming, and maintenance of understory and groundcover associated with the Screening Plan shall be performed as necessary to preserve the screening intent without impairing tree health.
  
4. Replacement; Survival Rate.
  - 4.1 Any Screening Tree that dies, declines to a condition that materially impairs its screening function, is removed, or is damaged so as to jeopardize its survival shall be promptly replaced to the extent practicable and commercially reasonable by the Owner of the Property at that time, at the Owner's sole cost and expense.
  - 4.2 Replacement trees that are removed or damaged by the Owner, shall be of the same species and caliper/size of the tree(s) to be replaced, to the greatest extent practicable and commercially reasonable. If replacement of the same size and type is not practicable or commercially reasonable, replacement shall be with the largest specimen available, but in no event shall the replacement tree be smaller than that specified on the Screening Plan, provided, however, that, notwithstanding anything contained herein to the contrary, if an Owner demonstrates to the satisfaction of the Town that a tree has died of natural causes, then Owner can satisfy its obligation under this Agreement if it replants a

replacement tree of the type and size reflected in the Screening Plan. If the exact species or size is unavailable or inappropriate due to site conditions, substitutions of comparable species and size may be made only with prior written approval of the Director of Municipal Development, such approval not to be unreasonably withheld, conditioned or delayed.

4.3 Replacement shall occur within 60 days of the earlier of (a) discovery by the Owner or (b) written notice by the Building Department or Code Enforcement Officer, or, if replacement within such period is impracticable due to seasonal planting constraints, then by the beginning of the first planting season after such discovery or notice.

4.4 The Town of Poughkeepsie, in its discretion, may, upon request from an Owner, waive the requirements set forth in this Section 4, provided that a waiver of any requirement in one instance will not act as a waiver for any future circumstance.

5. Purpose and Standard of Effectiveness.

5.1 The purpose of the Screening Trees is to provide effective visual screening of the dwellings depicted on the Subdivision Plan Set from two neighboring properties: 24 Hart Drive, Tax Parcel Identification number 134689-6362-01-175899-0000 and 18 Hart Drive, Tax Parcel Identification number 134689-6362-01-199879-0000.

5.2 Maintenance, care, and replacement shall be performed to preserve the intended screening function over time. The fact that Screening Trees are alive does not, by itself, satisfy the obligations herein if their form, density, or placement fails to provide substantially the level of screening contemplated by the Screening Plan.

6. Access for Inspection.

6.1 The Town of Poughkeepsie, by and through its authorized officers, employees, and agents, shall have the right, upon reasonable advance notice and at reasonable times, to enter upon exterior portions of the Property where Screening Trees are located for the limited purpose of inspection for compliance with this Declaration.

6.2 Nothing herein shall be construed to grant access to interior or secured areas, except upon the consent of an Owner.

7. Enforcement; Remedies.

7.1 This Declaration may be enforced by the Town of Poughkeepsie, its Building Department, Code Enforcement Officials and/or Zoning Administrator, or other authorized municipal officials, by any remedy available at law or in equity, including without limitation (a) notices of violation, (b) orders to remedy, (c) withholding, suspension, or revocation of permits or certificates related to the Property to the extent permitted by applicable law, and (d) the commencement of civil actions or proceedings to compel compliance, to enjoin violations, or to recover costs of enforcement.

7.2 If the Town of Poughkeepsie elects to perform maintenance or replacement after written notice of default and failure to cure within 30 days (or such longer period as may be reasonably necessary to complete cure, provided cure is commenced within 30 days and diligently pursued), the Town may enter the Property to

perform such work and the reasonable and documented costs thereof shall be payable by the Owner within 30 days after demand; unpaid amounts may be collected as provided by applicable law, including as a municipal charge or lien upon the Property to the extent permitted by law.

7.3 The remedies set forth herein are cumulative and not exclusive.

8. Duration; Running with the Land; Binding Effect.

8.1 The covenants, conditions, and restrictions set forth in this Declaration are and shall be deemed covenants running with the land, and shall burden the Property and bind Declarant and all subsequent Owners.

8.2 The obligations herein shall commence upon recordation of this Declaration and shall continue in full force and effect for so long as the development approved under the Subdivision Plan Set, or any successor plan incorporating the Screening Plan, exists on the Property, unless earlier released or modified by a written instrument executed by the Town of Poughkeepsie and recorded in the Dutchess County Clerk's Office.

9. No Merger; Modification; Release.

9.1 This Declaration is to be referenced in any conveyance deeds for the Property; however, no merger of these covenants into any deed or other conveyance shall occur; these covenants shall survive and be independent of any conveyance instruments.

9.2 This Declaration may be modified, amended, or partially released only by a written instrument executed by the record Owner(s) of the Property and the Town of Poughkeepsie by the Director of Municipal Development or the Chair of the Planning Board, following that Board's approval, if deemed required. Such modification shall be recorded in the Dutchess County Clerk's Office.

9.3 Nothing herein prevents the Town from approving modifications to the Screening Plan consistent with applicable procedures and approved by Owner; any material change affecting the obligations herein shall be reflected in a recorded amendment signed by Owner and the Town.

10. Allocation of Responsibility; Indemnity.

10.1 Declarant, and any future Owner(s) of the Property shall be solely responsible for all obligations herein. Upon subdivision, responsibility for the portions of the Screening Plan benefiting or burdening each subdivided parcel shall be the sole responsibility of Declarant or the Owner of that subdivided lot. If the Screening Plan shows trees on or close to the border of two lots, the Owners of each respective burdened lot shall be jointly responsible for the obligations contained herein.

10.2 To the fullest extent permitted by law, Declarant and Owners shall indemnify and hold harmless the Town of Poughkeepsie, its officers, employees, and agents from and against third-party claims arising out of the Declarant's or Owner's failure to install, maintain, or replace the Screening Trees in accordance with this Declaration, except to the extent caused by the active negligence or willful misconduct of the Town.

11. Notices.

- 11.1 Any notice required or permitted under this Declaration shall be in writing and delivered by hand, certified mail (return receipt requested), or nationally recognized overnight courier to Declarant at the address below, or to such other address as Declarant or an Owner may designate by notice:

ABD Stratford, LLC  
198 Bower Road  
Poughkeepsie, NY 12603

- 11.2 Upon the transfer of any portion of the Property to a third party, Declarant, an Owner or the new Owner shall provide the name and address of the new owner to the Town.
- 11.3 The Town may use the official tax records of the Town Assessor's Office to determine any subsequent ownership of any portion of the Property, and notices delivered in accordance with paragraph 11.1 to the record owner(s) shall be deemed provided within the terms of this Declaration.
- 11.4 Notices shall be deemed given upon receipt or first refusal.

12. Severability; Interpretation.

- 12.1 If any provision of this Declaration is adjudged invalid or unenforceable, the remainder shall remain in full force and effect.
- 12.2 Headings are for convenience only and shall not affect interpretation. This Declaration shall be construed to effectuate its stated purpose.

13. Recordation; Exhibits; Cross-References.

- 13.1 Declarant shall cause this Declaration to be recorded in the Office of the Dutchess County Clerk, State of New York, so as to provide constructive notice to all subsequent purchasers and encumbrancers.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

ABD STRATFORD, LLC

---

Dan Gueron, Managing Member

[ACKNOWLEDGMENT FOLLOWS ON NEXT PAGE]

**ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me the undersigned, personally appeared Dan Gueron, personally 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 on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

**GRANT OF PERMANENT EASEMENT FOR UTILITIES**

This Grant of Permanent Easement for Utilities is made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between ABD Stratford, LLC, with an office at 198 Bower Road, Poughkeepsie, NY 12603, as Grantor, and the Town of Poughkeepsie, a Municipal Corporation, with offices at the Town of Poughkeepsie Town Hall, 1 Overocker Road, Poughkeepsie, New York 12603, as 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 tax grid number 6362-01-184915-0000, located at [no number] Kensington Lane, and shown as Lot 56 on Filed Map 11639 of 2003, such map being the Subdivision Plat for Stratford Farms (the “Premises”); and

WHEREAS, approval for a Major Subdivision for the Premises was granted by the Town of Poughkeepsie Planning Board on November 20, 2025, for a subdivision plat and plan set entitled “Final Major Subdivision Plan Set – Stratford Farms Lot 56 Subdivision,” prepared by Badey & Watson, Surveying & Engineering, D.P.C., consisting of 6 sheets, dated August 26, 2024, and last revised on October 23, 2025, such sheets being listed in **Schedule A** attached hereto and made a part hereof, and any subsequent amended or replacement plans as may hereinafter be approved or required by the Planning Board or the Planning Department (hereinafter the “Subdivision Plan Set”), that would allow the subdivision of the Premises into three lots for the construction of a single-family dwelling on each lot; and

WHEREAS, as a condition of the 2025 Approval, the Planning Board required the Grantor to grant to the Town certain easements in connection with a Town watermain and Town drainage pipes, and this document is intended to create one of those rights in favor of the Town, a utility easement for an existing watermain across Lot 56.1 of the three-lot subdivision.

NOW THEREFORE, for valuable consideration received, including the granting of the 2025 Approval referenced above, Grantor hereby grants and releases unto the Grantee, its successors and assigns forever, a Permanent Easement and Right-of-Way for the following uses and purposes upon the following terms and conditions:

1. **GRANT OF PERMANENT UTILITY EASEMENT AND RIGHT-OF-WAY FOR WATERMAIN.** The Grantor grants unto the Grantee a 30-foot-wide Permanent Easement and Right-of-Way in, on, under and through that portion of the Grantor’s parcel hereinafter described and called the Utility Easement Area, for the purposes of maintaining, using, operating, repairing, and/or reconstructing: water mains and pipelines; to make the required excavations therefore upon, over or across said land; and to inspect the same from time to time, together with the right of the Grantee, its officers, employees, agents, servants or contractors of ingress and egress to enter upon and along the Premises for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

The Utility Easement Area is 30 feet wide and more particularly described by metes and bounds contained in **Schedule B** and graphically shown on **Schedule C**, Schedule C being Sheet 1 of 6 of the Subdivision Plan Set, each of which schedules is attached hereto and made a part hereof.

3. **GRANTOR, DEFINED.** As used in this document, the term Grantor includes, as appropriate, the Grantor, its successors and assigns, all subsequent owners of the Premises or any part thereof, and their successors, assigns, heirs, distributees and legatees, and is intended to be binding upon them.

4. **ACCESS.** This Grant of Permanent Easements shall include, but is not limited to, the following appurtenant rights necessary to effectuate the purposes of the Easements:

(a) upon reasonable prior notice (unless in the event of an emergency) the right of ingress and egress by person(s), motor vehicle and construction equipment necessary to lay and construct pipes, lines and appurtenances in, on, under and through the Permanent Easement Areas and to maintain, repair, reconstruct, replace and inspect the same as Grantee may deem necessary or desirable; and

(b) upon reasonable prior notice (unless in the event of an emergency) the right to clear, excavate, fill, grade, or cultivate the Permanent Easement Areas and/or otherwise improve the same for the purposes herein set forth.

5. **PROHIBITION OF STRUCTURES.** Except for improvements shown on the approved Subdivision Plan Set, and any amendments thereto that may be approved by the Town, Grantor is hereby prohibited from blocking the easement area, at above or below grade, or planting trees or substantial shrubs within the Permanent Easement Area, or constructing 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, such approval not to be unreasonably withheld, conditioned or delayed. Except as provided in the prior sentence, 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.

6. **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.

7. **WARRANTIES.** Grantor represents and warrants that it has good and marketable title to the Permanent Easement Area and by this grant of a Permanent Easement does forever warrant title to the same. 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 person signing below has the authority to bind Grantor to the terms of this Easement and by signing intends to do so.

8. **INSURANCE AND INDEMNIFICATION.** Grantee shall provide to Grantor upon request proof of liability insurance. Additionally, Grantee shall indemnify Grantor from any and all loss incurred by Grantor to the extent arising from Grantee's negligence or willful misconduct while on the Premises.

9. **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 set forth above.

**ABD STRATFORD, LLC**

\_\_\_\_\_  
Dan Gueron, Managing Member

**TOWN OF POUGHKEEPSIE**

\_\_\_\_\_  
Rebecca Edwards, Supervisor

**[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]**

**ACKNOWLEDGMENTS**

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

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me the undersigned, personally appeared Dan Gueron, personally 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 on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me the undersigned, personally appeared Rebecca Edwards, personally 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

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

THIS EASEMENT and AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between ABD Stratford LLC, a New York limited liability company having an office at 198 Bower Road, Poughkeepsie, New York, 12603, (“Owner”), 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 tax grid number 6362-01-184915-0000, located at [no number] Kensington Lane, and shown as Lot 56 on Filed Map 11639 of 2003, such map being the Subdivision Plat for Stratford Farms (the “Premises”); and

WHEREAS, approval for a Major Subdivision for the Premises was granted by the Town of Poughkeepsie Planning Board on November 20, 2025, for a subdivision plat and plan set entitled “Final Major Subdivision Plan Set – Stratford Farms Lot 56 Subdivision,” prepared by Badey & Watson, Surveying & Engineering, D.P.C., consisting of 6 sheets, dated August 26, 2024, and last revised on October 23, 2025, such sheets being listed in **Schedule A** attached hereto and made a part hereof, and any subsequent amended or replacement plans as may hereinafter be approved or required by the Planning Board or the Planning Department (hereinafter the “Subdivision Plan Set”), that would allow the subdivision of the Premises into three lots for the construction of a single-family dwelling on each lot; and

WHEREAS, as a condition of the 2025 Approval, the Planning Board required the Grantor to grant to the Town certain easements in connection with a Town watermain and Town drainage pipes, and this document is intended to create certain of those rights in favor of the Town, namely (1) a 15-foot-wide drainage easement across all lots of the proposed subdivision that will contain a swale to be constructed and maintained by Owner; and (2) a 25-foot-wide drainage easement across Lot 56.3 of the proposed subdivision that will contain an existing catch basin and pipe that connects to the drainage on Kensington Lane, also to be maintained by Owner (collectively referred to herein as the “Facility”); and

WHEREAS, also as a condition of such approval, the Town, through its Planning Board, and the Town of Poughkeepsie Code further require Owner 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 approval 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. As used throughout this document, “Owner” shall refer to the current owner, and its successors and assigns, inclusive of the to-be-formed homeowners’ association.

3. The parties hereto acknowledge that a prior stormwater easement and agreement exists for the Stratford Farms Subdivision. This document is meant to supplement, and not edit, amend or cancel, any prior easements or agreements with respect to the Stratford Farms Subdivision, including but not limited to the prior stormwater easement and agreement.

4. **GRANT OF PERMANENT EASEMENTS AND RIGHTS-OF-WAY FOR DRAINAGE.** The Grantor grants unto the Grantee two Permanent Easements and Rights-of-Way in, on, under and through that portion of the Grantor’s parcel hereinafter described and called the Drainage Easement Areas, one being 25 feet wide and crossing proposed Lot 56.3, and the other being 15 feet wide and crossing each of the three proposed lots, for the purposes of building, constructing, maintaining, using, operating, repairing, and/or reconstructing drainage facilities as shown on the Subdivision Plan Set; to inspect the same from time to time and, if deemed needed, to maintain and/or repair the same, together with the right of the Grantee, its officers, employees, agents, servants or contractors of ingress and egress to enter upon and along the Premises for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including, but not limited to, any of the purposes hereinbefore specified.

The Drainage Easement Areas are more particularly described by metes and bounds contained in **Schedule B** (15’ Easement) and **Schedule C** (25’ Easement), attached hereto and made a part hereof, and graphically shown on **Schedule D**, Schedule D being the Subdivision Plat, Sheet 1 of 6 of the Subdivision Plan Set, each of which schedules is attached hereto and made a part hereof.

5. 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, in a reasonable manner, and upon reasonable prior notice, for periodic inspection to ensure that the Facility is maintained in proper working condition to meet design standards or Code requirements 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.

6. Owner shall be bound to the construction and maintenance provisions contained in the approved Stormwater Pollution Prevention Plan (“SWPPP”) for the Project, prepared by Margaret Smith McManus, PE, Badey & Watson, Surveying & Engineering, D.P.C., dated December 22, 2023, as amended and as depicted in the approved Project plans for the Facility as listed in Schedule D annexed to this Agreement, and as more specifically shown on Sheets 4, 5 and 6 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.

7. 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.

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

9. 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.

10. 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 after thirty (30) days' written notice and opportunity to cure. Such notice shall not be required in emergency situations.

11. 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.

12. 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, such approval not to be unreasonably withheld, conditioned or delayed.

13. 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.

14. 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, after thirty (30) days' written notice and opportunity to cure (emergency situations excepted), 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.

15. Owner hereby covenants that it is 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 it 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 it shall execute and deliver any further documents reasonably necessary to assure the Easement and rights granted herein to the Town.

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

17. 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.

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

19. The Town hereby agrees to indemnify the Owner against any and all loss incurred by Owner to the extent arising from the Town's negligence or willful misconduct in exercising any of the Town's rights while on the Premises in accordance with the terms of this Agreement.

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

TOWN OF POUGHKEEPSIE

ABD STRATFORD LLC

By: \_\_\_\_\_  
Rebecca Edwards, Supervisor

By: \_\_\_\_\_  
Dan Gueron, Managing Member

**[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]**

**ACKNOWLEDGMENTS**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, 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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally came Dan Gueron, 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

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

RESOLUTION 3:4 # 9 OF 2026

**AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE 2025 TRANSPORTATION ALTERNATIVES PROGRAM AND APPROVAL OF A LOCAL MATCH CONTRIBUTION**

WHEREAS, the Town of Poughkeepsie seeks to implement traffic calming measures and pedestrian safety improvements within the corridor of Spackenkill Road (NYS Route 113) from Croft Road to Old Farms Road; and

WHEREAS, the New York State Department of Transportation (“NYSDOT”) Transportation Alternatives Program (“TAP”) grant provides federal aid for projects related to surface transportation safety and mobility improvements; and

WHEREAS, the Town Board finds that it is in the best interest of the Town to submit an application to the 2025 NYSDOT TAP grant (application #2025-08-003) for the Spackenkill Road Safe Routes to School Initiative, which has a total estimated project cost of \$8,750,000; and

WHEREAS, the NYSDOT TAP grant will fund up to 80% of the total project cost and requires a local match of at least 20% of the total project cost;

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Town of Poughkeepsie (Town Board) hereby authorizes the submission of an application for a grant of \$7,000,000 and commits to funding the required local match in the amount of \$1,750,000 as well as any unforeseen expenditures through local funds; and be it further

RESOLVED, that the Town Board acknowledges that the Town will need to pay for project expenses as incurred, subject to reimbursement up to 80% through TAP funds, and be it further

RESOLVED, that the Town of Poughkeepsie commits to beginning project construction within 24-months of an award acceptance.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/mem  
t-2/24/2026  
m-3/4/2026

		AYE	NAY	ABSTAIN
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	_____	_____	_____

**RESOLUTION 3:4 # 10 OF 2026**

**SUPPORTING STATE LEGISLATION TO REQUIRE ALL FEDERAL AGENTS TO MEET PROFESSIONAL STANDARDS FOR IDENTIFICATION AND ACCOUNTABILITY**

WHEREAS, the high standards of professional training and procedures of the Town of Poughkeepsie Police Department and other cooperating county and state law enforcement agencies are essential to ensure public safety in the Town, one of our highest municipal priorities; and

WHEREAS, those standards include the requirement that, unless engaged in undercover operations, officers identify themselves by name and badge number and explain, when stopping any member of the public, why the person is being stopped, questioned, or detained; and

WHEREAS, some of the current procedures and tactics of federal Border Patrol and Immigration and Customs Enforcement officials depart from those standards and have a demonstrated tendency to diminish public safety and increase residents' distrust of law enforcement, resulting in reluctance to report crimes; and

WHEREAS, the New York State Legislature is now considering legislation (A08908 / S08462, "MELT" Act-see attached) that would prohibit Border Patrol, ICE, or any other federal agents from concealing their identities in regular operations, while allowing exceptions for medical grade masks, respirators, or other masks or gear needed to protect from exposure to airborne diseases, smoke, or chemical agents or required for water rescue operations; and

WHEREAS, this legislation would require that all agents wear badges indicating their name and/or badge number and identify themselves to members of the public;

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie asks our representatives in the New York State Senate and Assembly to support this legislation, as an important measure to strengthen community safety and sustain local public trust in law enforcement.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/mem  
t-2/13/2026  
m-3/4/2026

	AYE	NAY	ABSTAIN
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	_____	_____	_____

# STATE OF NEW YORK

8908

2025-2026 Regular Sessions

## IN ASSEMBLY

July 16, 2025

Introduced by M. of A. SIMONE, LASHER, VALDEZ, SHRESTHA, LEVENBERG --  
read once and referred to the Committee on Codes

AN ACT to amend the executive law, in relation to prohibiting law enforcement officers from wearing any mask or personal disguise while interacting with the public in the performance of their duties

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The executive law is amended by adding a new section 838-c  
2 to read as follows:

3 § 838-c. Masks and disguises prohibited. 1. A law enforcement officer  
4 shall not wear any mask or personal disguise while interacting with the  
5 public in the performance of their duties, except for medical grade  
6 masks that are surgical or N95 respirators designed to prevent the tran-  
7 smision of airborne diseases, masks designed to protect against expo-  
8 sure to smoke during a fire involved situation, masks necessary to  
9 perform duties during a water rescue operation, masks related to  
10 protection against exposure to biological or chemical agents during an  
11 incident where such agents may be present, or masks designed to protect  
12 against exposure to cold during a declared weather emergency.

13 2. Notwithstanding subdivision one of this section, special weapons  
14 and tactics (SWAT) team officers are permitted to utilize gear necessary  
15 to protect their faces from physical harm while they perform their SWAT  
16 responsibilities.

17 3. All law enforcement officers shall be clearly identified by their  
18 name or badge number on their uniforms.

19 4. For the purposes of this section, "law enforcement officer" shall  
20 mean any officer of a local, state, or federal law enforcement agency,  
21 or any person acting on behalf of a local, state, or federal law  
22 enforcement agency.

23 5. A violation of this section shall be punishable as a misdemeanor.

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets  
[-] is old law to be omitted.

LBD13411-02-5

1 § 2. Severability clause. If any clause, sentence, paragraph, subdivi-  
2 sion, section or part of this act shall be adjudged by any court of  
3 competent jurisdiction to be invalid, such judgment shall not affect,  
4 impair, or invalidate the remainder thereof, but shall be confined in  
5 its operation to the clause, sentence, paragraph, subdivision, section  
6 or part thereof directly involved in the controversy in which such judg-  
7 ment shall have been rendered. It is hereby declared to be the intent of  
8 the legislature that this act would have been enacted even if such  
9 invalid provisions had not been included herein.

10 § 3. This act shall take effect immediately.

# 11

Notification-The following claim has been referred to Legal:  
A. Richardson v. Town

**RESOLUTION 3:4 # 12 OF 2026**

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby  
accept the minutes for the following 2026 Town Board Meetings, to wit:

- January 21, 2026 - Town Board Meeting
- February 4, 2026 - Town Board Meeting
- February 18, 2026 - Town Board Meeting

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

ES/mem  
t-2/25/2026  
m-3/4/2026

	AYE	NAY	ABSTAIN
PRESENT/ABSENT Councilman Reuter	_____	_____	_____
PRESENT/ABSENT Councilwoman Laird	_____	_____	_____
PRESENT/ABSENT Councilwoman Burger	_____	_____	_____
PRESENT/ABSENT Councilman Cifone	_____	_____	_____
PRESENT/ABSENT Councilman Sharpe	_____	_____	_____
PRESENT/ABSENT Councilwoman Shershin	_____	_____	_____
PRESENT/ABSENT Supervisor Edwards	_____	_____	_____

# 13

Notification-Town Clerk Events