

**TOWN OF POUGHKEEPSIE TOWN BOARD MEETING
FEBRUARY 4, 2026
MINUTES**

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

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

ABSENT: Councilman Reuter

****Please note that all original resolutions and attachments complete with voting information are attached here after the summary/ minutes page. You can also find the full video of entire Town Board Meetings on our YouTube channel on the meetings page of the Town website @ Townofpoughkeepsie.com.**

Rebecca Edwards makes announcements regarding Historical Lecture Series and resigning the agreement with Mutts Mansion, the designated shelter for the Town of Poughkeepsie.

**Supervisor Edwards makes a motion to suspend the rules for any item on the agenda:
R. Edwards/ B. Laird**

Speakers:

- ***8 spoke regarding various concerns about the new Town Hall Project***
- ***8 spoke in support of the new Town Hall Project***

- ***Jessica R. speaks in support of #6, regarding 7 Springside***
- ***Doreen T. speaks about #13 regarding tax certs***

Supervisor Edwards makes a motion to return to regular session: R. Edwards/ B. Laird

02:04-01 Appoint
 (Chief Cavaliere)

Andrew Venza, as Network Support Specialist for
the Town of Poughkeepsie

**Moved by: Barbara Laird
Seconded by: Ryan Sharpe**

CARRIED

6-0

02:04-02	Authorize Supervisor to Sign (Chief Cavaliere)	Contracts with Chief Joseph R. Cavaliere, Jr., Captain Michael O'Dowd, & Captain Ralph Cropley	CARRIED	6-0
	Moved by: Shanta Thangiah Seconded by: Barbara Laird			
02:04-03	Authorize Supervisor to Sign (Chief Cavaliere)	Agreement with the County-STOP-DWI-Dedicated Saturation Patrol Campaign	CARRIED	6-0
	Moved by: Emily Watson Seconded by: Rebecca Edwards			
02:04-04	Accept (Town Clerk Salvatore)	Retirement-Thomas Wiacek as Dep. Building Insp.	CARRIED	6-0
	Moved by: Ryan Sharpe Seconded by: Ann Shershin			
02:04-05	Appoint (Rec. Director Smith)	Angela Zielinski as Recreation Assistant at the Senior Center	CARRIED	6-0
	Moved by: Ann Shershin Seconded by: Rebecca Edwards			
02:04-06	Authorize Supervisor to Sign (Legal)	License Agreement – 7 Springside	CARRIED	6-0
	Moved by: Rebecca Edwards Seconded by: Barbara Laird			
02:04-07	Authorize Supervisor to Sign (Personnel)	Employee Assistance Program Agreement	CARRIED	6-0
	Moved by: Barbara Laird Seconded by: Ann Shershin			
02:04-08A	Resolutions (Legal)	Re New Town Hall Project: A. Issue SEQRA Neg Dec	CARRIED	6-0
	Moved by: Shantha Thangiah Seconded by: Barbara Laird			
02:04-08B	Resolutions (Legal)	Re New Town Hall Project: B. Authorize Purchase and Sale Agreement	CARRIED	6-0
	Moved by: Rebecca Edwards Seconded by: Ryan Sharpe			
02:04-08C	Resolutions (Legal)	Re New Town Hall Project: C. Authorize Bonding		

Moved by: Emily Watson		CARRIED	6-0
Seconded by: Ann Shershin			
02:04-08D	Resolutions (Legal)	Re New Town Hall Project: D. Authorize Title Search by River City Abstract	
Moved by: Ryan Sharpe		CARRIED	6-0
Seconded by: Barbara Laird			
02:04-08E	Resolutions (Legal)	Re New Town Hall Project: E. Authorize Appraisal by McGrath	
Moved by: Ann Shershin		CARRIED	6-0
Seconded by: Barbara Laird			
02:04-09	Authorize Supervisor to Sign (Legal)	Security & Escrow Agreement-Allspace Self Storage, LLC	
Moved by: Barbara Laird		CARRIED	6-0
Seconded by: Rebecca Edwards			
02:04-10A	Resolutions (Legal)	Relating to Habitat for Humanity Project: A. Various Agreements	
Moved by: Barbara Laird		CARRIED	6-0
Seconded by: Rebecca Edwards			
02:04-10B	Resolutions (Legal)	Relating to Habitat for Humanity Project: B. Quit Claim Deed	
Moved by: Shanta Thangiah		CARRIED	6-0
Seconded by: Barbara Laird			
02:04-11	Authorize Supervisor to Sign (Legal)	Letter Agreement/Easement-Salt Point Center	
Moved by: Emily Watson		CARRIED	6-0
Seconded by: Barbara Laird			
02:04-12	Consent (Director Welti)	Lead Agency-Vassar College Prentiss Fields	
Moved by: Ryan Sharpe		CARRIED	6-0
Seconded by: Ann Shershin			
02:04-13	Authorize (Legal)	Tax Certiorari Settlement-Neptune Capital Investors	
Moved by: Ann Shershin		CARRIED	6-0
Seconded by: Rebecca Edwards			

02:04-14	Notification (Town Clerk Salvatore)	Notice of Claim referred to Legal: 1.Gaskin/Hughes v. Town 2.Williams v. Town TOWN BOARD NOTIFIED	
02:04-15	Resolution (Town Clerk Salvatore) Moved by: Rebecca Edwards Seconded by: Emily Watson	Standard Workday for Elected and Appointed Employees CARRIED	6-0
02:04-16	Notification (Town Clerk Salvatore)	Town Clerk Events/ Notifications TOWN BOARD NOTIFIED	
02:04-17	Authorize (Legal) Moved by: Barbara Laird Seconded by: Ann Shershin	Special Consents SC1 CARRIED	6-0

PROPOSED ITEMS FOR CONSIDERATION UPON SPECIAL CONSENT

02:04-SC1	Set 2/18 for Public Hearing (Legal) Moved by: Shantha Thangiah Seconded by: Barbara Laird	Community Development Block Grant CARRIED	6-0
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Supervisor Edwards makes a motion to suspend the rules for any town item for up to three minutes: R. Edwards/ E. Watson

Speakers:

- 1) *Anne B. discusses playing politics, and concerns regarding the Poughkeepsie Day School purchase.*
- 2) *Doreen T. discusses the Mitchell Report from 2022, specifically a notice of unsafe conditions regarding the Poughkeepsie Day School. She also mentions permissive referendum in #8.*
- 3) *A Representative from Star 2B provides materials to provide the Town Board regarding their theater programs.*
- 4) *Susan S. is happy the Board is using a local group like Labella regarding the Town Hall move and Poughkeepsie Day School.*
- 5) *Stephan K. questions the now sense of urgency regarding the Poughkeepsie Day School purchase.*

Supervisor Edwards makes a motion to return to regular session: R. Edwards/ E. Watson

TOWN BOARD MEETING ADJOURNED AT 9:30 P.M.

RESOLUTION 2:4 - # 1 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby appoint Andrew Venza to the position of Full Time Network Support Specialist, Grade 9, Step 1, at the salary of \$33.2895 per hour, effective February 23, 2026, which appointment shall be subject to a probationary period as described by the Rules for the Classified Civil Service of Dutchess County, and

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

Dated: February 4th 2026

Moved: Barbara Laird

Seconded: Ryan Sharpe

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/29/2026
m-2/4/2026

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

RESOLUTION 2:4 - # 2 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to execute agreements between the Town of Poughkeepsie and the Town of Poughkeepsie Chief of Police Joseph Cavaliere, Police Captain Michael O'Dowd and Police Captain Ralph Cropley, all in substantially the forms annexed hereto.

Dated: February 4th 2026
Moved: Shantha Thangiah
Seconded: Barbara Laird

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/28/2026
m-2/4/2026

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

AGREEMENT

between

THE TOWN OF POUGHKEEPSIE

and

**TOWN OF POUGHKEEPSIE POLICE CHIEF
JOSEPH R. CAVALIERE, JR.**

for the period

January 1, 2026

through

DECEMBER 31, 2030

THIS AGREEMENT is made and entered into on the ____ day of _____, 2026, by and between the TOWN OF POUGHKEEPSIE, a municipal Corporation having its principal offices at Town Hall, One Overocker Road, Poughkeepsie, New York, hereinafter referred to as the "Town" and TOWN OF POUGHKEEPSIE POLICE CHIEF JOSEPH CAVALIERE, hereinafter referred to as "Cavaliere".

WHEREAS, Cavaliere desires to enter into an agreement with the Town providing for his service as Police Chief, to the extent and upon the terms and conditions hereinafter set forth, and

WHEREAS, as the Town is desirous of retaining the services of Cavaliere as Police Chief;

WHEREAS, the parties as desirous of setting forth their understanding of the terms and conditions for such employment,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. APPOINTMENT

The Town agrees to retain and employ Cavaliere as Police Chief of the Town of Poughkeepsie Police Department, and Cavaliere agrees to serve the Town as said Police Chief upon the terms and conditions set forth herein.

2. TERM

The employment of Cavaliere hereunder shall continue through December 31, 2031 provided however it is expressly understood that this Agreement shall not abridge, abrogate or waive any rights granted to said Cavaliere or to the Town of Poughkeepsie by the Civil Service Law of the State of New York or any other law in regard to tenure, permanency or rights of termination. The accrual of benefits and the payment of compensation under this Agreement shall cease upon retirement or other separation from service to the Town by Cavaliere.

3. COMPENSATION

The Town agrees that Cavaliere shall receive a base salary of:

\$186,018.40 for the calendar year 2026.

3% increase for 2027

3% increase for 2028

3% increase for 2029

3% increase for 2030

All base salaries are in addition to the longevity compensation of \$5,300.00. Cavaliere shall be entitled to any retroactive salary/increment adjustments adopted by the Town Board.

If the Town Board gives in the new contract with Town of Poughkeepsie Police Benevolent Association, a higher salary or longevity increase than given to Cavaliere in this contract, during the years of this contract, Cavaliere will then receive the higher increases that were given in the contract with the Town of Poughkeepsie Police Benevolent Association.

The difference between the above salary schedule and the salary actually received by Cavaliere through the date of appointment shall be paid to Cavaliere within thirty (30) days of the execution of this Agreement by both parties.

4. DUTIES

During the term of Cavaliere's employment hereunder, Cavaliere shall serve the Town and shall perform all duties required of the Police Chief of the Town of Poughkeepsie Police Department in accordance with the applicable statues, rules and regulations, as they presently exist, or as amended.

5. PBA REPRESENTATION

Cavaliere agrees to acknowledge no representation by the Town of Poughkeepsie Patrolman's Benevolent Association, in accordance with the provisions of the applicable laws and statues.

6. TERMS AND CONDITIONS OF EMPLOYMENT

(A) WORKING CONDITIONS

- (1) Cavaliere shall be credited with all of his accrued and unused vacation time that exist as of the date of this Agreement. (Sick time is subject to provisions of Paragraph 6 (E), hereinafter set forth.)

- (2) All working conditions for the term of this Agreement shall remain the same as they presently exist. Work hours will remain 8:00 a.m. to 4:00 p.m. except in the event of an emergency but may be adjusted based on the needs of the Department as determined by the Chief of Police.
- (3) Work hours in excess of 40 hours per week were previously compensated at a rate of one hour off for each hour of overtime worked and credited as compensatory time only. That term and conditions has been and will continue to be of no force and effect.

As of the date of this Agreement, Cavaliere has accrued 240 hours of compensatory time.

All previously accrued compensatory time will remain and be credited to Cavaliere. Cavaliere will have the option to submit for pay up to 100 hours of this compensatory time each year of this Agreement.

Any accumulated compensatory time shall be paid upon Cavaliere's death, retirement or termination. All payments shall be based on the salary schedules in existence at the time of death, retirement or termination.

(B) VACATIONS

Cavaliere shall be entitled to 20 working days vacation per year plus one (1) additional day of vacation for each year that Cavaliere has been employed by the Town in any police function beyond twenty (14) years. Any accumulated vacation time shall be paid upon Cavaliere's death, retirement or termination. All payments shall be based on the salary schedules in existence at the time of death, retirement, or termination.

(C) HOLIDAYS

Cavaliere shall be entitled to the following holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Cavaliere shall be entitled to receive time off with pay for these holidays whether on or off duty.

If Cavaliere works any of the above holidays he shall be entitled to an additional full day of pay for the holiday Cavaliere worked.

Additionally, should any subordinate below the rank of Police Captain in the Town of Poughkeepsie Police Department be entitled to additional holiday accruals, Cavaliere shall be entitled to receive such accruals.

(D) PERSONAL LEAVE

Cavaliere shall be entitled to personal leave up to a maximum of five (5) days per year with pay and without charge of deduction from his accumulated vacation leave or other time credits. Personal leave may not be accumulated.

Cavaliere will be provided accrued personal leave death benefit. Cavaliere's estate shall be paid for all accumulated and unused personal leave time upon his death. All payments shall be based on salary schedules in existence at the time of his death.

(E) SICK LEAVE

Cavaliere shall earn sick leave credits at a rate of one (1) day per month of satisfactory service and may accumulate such sick leave credits up to a maximum of 175 days. Cavaliere shall be paid for all accumulated and unused sick leave upon death or retirement up to a maximum of 136 days. Such payments shall be based upon salary schedule in existence at the time of death or retirement.

(F) POLICE CHIEFS CLOTHING ALLOWANCE - ARTICLE DAMAGE

Cavaliere shall receive a department clothing allowance in the amount of \$1000.00 for each year of this Agreement.

Cavaliere shall receive the depreciated value of any article of clothing irreparably damaged in the line of duty. In addition, Cavaliere shall receive the depreciated value, not to exceed fifty dollars (\$50.00) of any wrist watch and not to exceed one hundred fifty dollars (\$150.00) of any prescription eyeglass or prescription contact lenses irreparably damaged or lost in the line of duty.

(G) DEPARTMENT VEHICLES

The Town agrees that Cavaliere shall be assigned a department vehicle for use by him as Police Chief.

(H) ACCRUAL TIME

Sick leave and vacation leave shall accrue while Cavaliere is on sick leave.

Sick leave shall accrue during vacation leave, including vacations which are taken immediately subsequent to sick leave.

(I) RETIREMENT

The Town hereby agrees to continue Cavaliere's 20-year retirement plan with the Town paying 100% of the total cost thereof in accordance with section 384 of the Retirement and Social Security Laws or, at the employee's option, section 375i or Section 384e of the Retirement and Social Security Laws.

The Town agrees that Cavaliere shall be entitled to utilize his final year average salary for the purpose of computing retirement pay and the Town represents that it has taken all steps to effectuate such plan in accordance with Section 302 Subdivision 9(d) and 443(f) of Retirement and Social Security Laws.

The Town agrees that Cavaliere, upon retirement, shall be paid for all accumulated unused vacation and personal leave time earned in the course of the final year of employment. Payment shall be on the basis of the salary schedule prevailing at the time of retirement. (Payment of sick leave is subject to the provisions of Paragraph 6(E) herein).

The Town agrees to provide Cavaliere, upon completion of 20 years or more of satisfactory service, with his service weapon.

(J) INSURANCE

During the course of his employment with the Town of Poughkeepsie said Cavaliere shall receive the following benefits:

- 1) MEDICAL INSURANCE
 - (a) The Town will pay the full (100 %) premium cost for individual or family medical insurance coverage for Cavaliere for the NYSHIP Empire plan. The Town agrees that it shall permit Cavaliere and his spouse to continue coverage under the Town's health, medical and hospitalization as stated above with the Town paying the full (100%) premium cost after Cavaliere retires for the Town of Poughkeepsie Police Department.
 - (b) In addition, should Cavaliere pre-decease his spouse, said spouse is entitled to this benefit. The rights under this provision must be exercised consistent with plan eligibility rules.
 - (c) If Cavaliere receives a work-related medical disability retirement from the New York State Retirement System shall be entitled to medical coverage at the same rates as detailed in paragraph (a).
 - (d) Any member who is on leave pursuant to General Municipal Law §207-c will continue to be entitled to medical coverage at the same rate as detailed in paragraph (a).
- 2) Should the Town extend any additional major medical or hospital insurance benefit to any Town of Poughkeepsie Police Officer, Cavaliere shall be entitled to the same benefits.

Cavaliere shall be entitled to any other medical benefit afforded to any member of the Town of Poughkeepsie Police Department or participation in any benefit afforded to any member of the Town of Poughkeepsie Police Department, including vision plan.

- 3) The Town will provide for Cavaliere \$20,000.00 of life insurance and \$12,000.00 of accidental death and dismemberment insurance to a beneficiary named by Cavaliere.
- 4) If a dental plan is provided to any other Town Poughkeepsie Police Benevolent Association member, then the same plan shall be provided to Cavaliere within 30 days.

(K) DEFERRED COMPENSATION PLAN

The Town agrees to continue the deferred compensation plan to Cavaliere which originated in October, 1996 and offered to all Town of Poughkeepsie management and non-union employees. Cavaliere shall receive the same benefits provided to any Town of Poughkeepsie employee regarding this compensation plan.

(L) INSURANCE - OPTIONAL COVERAGE

The Town agrees to continue to provide Cavaliere the optional insurance "Buy Back" program originated in October, 1995 and offered to all Town of Poughkeepsie non-union employees. Cavaliere shall be provided the same benefit offered to any Town of Poughkeepsie employee.

(M) EDUCATION REIMBURSEMENT

The Town agrees to reimburse Cavaliere for any college level course taken at an accredited college or University leading to one Associates Degree, one Bachelor's Degree in Criminal Justice or its equivalent, and one Master's Degree in Criminal Justice or Public Administration or its equivalent during the term of this Agreement as follows;

- (1) Fifty percent (50%) of the cost of the tuition, mandatory registration fees, books and fees for laboratory materials upon presentation of paid receipts of same;
- (2) Fifty percent (50%) of the cost of the tuition, mandatory registration fees, books and fees for laboratory materials upon successful completion of such course as evidenced by satisfactory proof of a passing grade.
- (3) When opting to pursue a Master's Degree in Public Administration, the Town will only reimburse a maximum of 126 hours in total college reimbursement provided, however, that upon completion of the course said Cavaliere will continue to work for the Town of Poughkeepsie Police Department for two (2) years.

(N) COLLEGE INCREMENT

The Town will pay Cavaliere a non-cumulative yearly increment in the amount indicated if he possesses the following college degrees in the Criminal Justice Field or Public Administration: Bachelors \$300.00; Masters \$500.00.

(O) BEREAVEMENT LEAVE

The Town agrees that in addition to any other leaves provided for in this Agreement, Cavaliere shall receive five (5) working days leave for death in his immediate family (exclusive of the date of death). For the purpose of this section, immediate family shall be deemed to include the following: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandchild, and grandparents. In case of brother-in-law and sister-in-law, bereavement leave shall be two (2) days.

(P) LONGEVITY

Cavaliere shall receive a longevity increment which shall increase in direct proportion to the amount paid to other members of the department with over twenty (20) plus years of service.

(Q) LINE OF DUTY DEATH

The Town agrees to pay all customary and usual funeral expenses for Cavaliere if killed in the line of duty.

(R) PROFESSIONAL DUES

The Town agrees to pay for the professional dues of Police related organizations of which Cavaliere is a member in a collective amount not to exceed six hundred (\$700.00) dollars in one calendar year, provided that all books, publications, and course materials received shall be the property of the Town of Poughkeepsie.

7. EVALUATION

After the close of each contract year the Chief of Police and the Town Supervisor shall prepare and submit to the Town Board a written evaluation of Cavaliere's performance as Police Chief.

8. MODIFICATION

It is understood and agreed that no agreement, alteration, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by Cavaliere or the Town unless made and executed in writing and agreed upon between the parties hereto.

9. SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequent enacted legislation or by any decree of a Court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force. It is further provided that upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

10. LEGISLATIVE CLAUSE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the funds therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the Town of Poughkeepsie has caused this Agreement to be executed by its Supervisor and Joseph Cavaliere has set his hand and seal as of the day and year first above written.

TOWN OF POUGHKEEPSIE

BY: _____ / ___ / ___ 2026
Rebecca Edwards, Supervisor

_____/ ___ / ___ 2026
JOSEPH R. CAVALIERE, JR.
Police Chief

AGREEMENT

between

THE TOWN OF POUGHKEEPSIE

and

**TOWN OF POUGHKEEPSIE POLICE CAPTAIN
MICHAEL O'DOWD**

for the period

January 1, 2026

through

DECEMBER 31, 2030

THIS AGREEMENT is made and entered into on the ____ day of _____, 2026, by and between the TOWN OF POUGHKEEPSIE, a municipal Corporation having its principal offices at Town Hall, One Overcker Road, Poughkeepsie, New York, hereinafter referred to as the "Town" and TOWN OF POUGHKEEPSIE POLICE CAPTAIN hereinafter referred to as "O'Dowd".

WHEREAS, O'Dowd desires to enter into an agreement with the Town providing for his service as Police Captain, to the extent and upon the terms and conditions hereinafter set forth, and

WHEREAS, as the Town is desirous of retaining the services of O'Dowd as Police Captain;

WHEREAS, the parties as desirous of setting forth their understanding of the terms and conditions for such employment,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. APPOINTMENT

The Town agrees to retain and employ O'Dowd as Police Captain of the Town of Poughkeepsie Police Department, and O'Dowd agrees to serve the Town as said Police Captain upon the terms and conditions set forth herein.

2. TERM

The employment of O'Dowd hereunder shall continue through December 31, 2030 provided however it is expressly understood that this Agreement shall not abridge, abrogate or waive any rights granted to said O'Dowd or to the Town of Poughkeepsie by the Civil Service Law of the State of New York or any other law in regard to tenure, permanency or rights of termination. The accrual of benefits and the payment of compensation under this Agreement shall cease upon retirement or other separation from service to the Town by O'Dowd.

3. COMPENSATION

The Town agrees that O'Dowd shall receive a base salary of:

- \$165,988.00 for the calendar year 2026.
- 3.0% increase for 2027
- 3.0% increase for 2028
- 3.0% increase for 2029
- 3.0% increase for 2030

All base salaries are in addition to the longevity compensation of \$5,300.00. O'Dowd shall be entitled to any retroactive salary/increment adjustments adopted by the Town Board.

If the Town Board gives in the new contract with Town of Poughkeepsie Police Benevolent Association, a higher salary or longevity increase than given to O'Dowd in this contract, during the years of this contract, O'Dowd will then receive the higher increases that were given in the contract with the Town of Poughkeepsie Police Benevolent Association.

The difference between the above salary schedule and the salary actually received by O'Dowd through the date of appointment shall be paid to O'Dowd within thirty (30) days of the execution of this Agreement by both parties.

4. DUTIES

During the term of O'Dowd's employment hereunder, O'Dowd shall serve the Town and shall perform all duties required of the Police Captain of the Town of Poughkeepsie Police Department in accordance with the applicable statutes, rules and regulations, as they presently exist, or as amended.

5. PBA REPRESENTATION

O'Dowd agrees to acknowledge no representation by the Town of Poughkeepsie Patrolman's Benevolent Association, in accordance with the provisions of the applicable laws and statutes.

6. TERMS AND CONDITIONS OF EMPLOYMENT

(A) WORKING CONDITIONS

- (1) O'Dowd shall be credited with all of his accrued and unused vacation time, holiday time, personal leave time, and sick time that exist as of the date of this Agreement. (Sick time is subject to provisions of Paragraph 6 (E), hereinafter set forth.)

- (2) All working conditions for the term of this Agreement shall remain the same as they presently exist. Work hours will remain 8:00 a.m. to 4:00 p.m. except in the event of an emergency but may be adjusted based on the needs of the Department as determined by the Chief of Police.
- (3) Work hours in excess of 40 hours per week were previously compensated at a rate of one hour off for each hour of overtime worked and credited as compensatory time only. That term and condition has been and will continue to be of no force and effect.

As of the date of this Agreement, O'Dowd has accrued 240 hours of compensatory time.

All previously accrued compensatory time will remain and be credited to O'Dowd. O'Dowd will have the option to submit for pay up to 100 hours of this compensatory time each year of this Agreement.

Any accumulated compensatory time shall be paid upon O'Dowd's death, retirement or termination. All payments shall be based on the salary schedules in existence at the time of death, retirement or termination.

(B) VACATIONS

O'Dowd shall be entitled to 25 working days' vacation per year plus one (1) additional day of vacation for each year that O'Dowd has been employed by the Town in any police function beyond fourteen (14) years. Any accumulated vacation time shall be paid upon O'Dowd's death, retirement or termination. All payments shall be based on the salary schedules in existence at the time of death, retirement, or termination.

(C) HOLIDAYS

O'Dowd shall be entitled to the following holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day. O'Dowd shall be entitled to receive time off with pay for these holidays whether on or off duty. Additionally, should any subordinate below the rank of Police Captain in the Town of Poughkeepsie Police Department be entitled to additional holiday accruals, O'Dowd shall be entitled to receive such accruals.

If O'Dowd works on any of the above holidays he shall be entitled to an additional full day of pay for the holiday O'Dowd worked.

(D) PERSONAL LEAVE

O'Dowd shall be entitled to personal leave up to a maximum of five (5) days per year with pay and without charge of deduction from his accumulated vacation leave or other time credits. Personal leave may not be accumulated.

O'Dowd will be provided accrued personal leave death benefit. O'Dowd's estate shall be paid for all accumulated and unused personal leave time upon his death. All payments shall be based on salary schedules in existence at the time of his death.

(E) SICK LEAVE

O'Dowd shall earn sick leave credits at a rate of one (1) day per month of satisfactory service and may accumulate such sick leave credits up to a maximum of 175 days. O'Dowd shall be paid for all accumulated and unused sick leave upon death or retirement up to a maximum of 136 days. Such payments shall be based upon salary schedule in existence at the time of death or retirement.

(F) POLICE CAPTAINS CLOTHING ALLOWANCE -ARTICLE DAMAGE

O'Dowd shall receive a department clothing allowance in the amount of \$1000.00 for each year of this Agreement.

O'Dowd shall receive the depreciated value of any article of clothing irreparably damaged in the line of duty. In addition, shall receive the depreciated value, not to exceed fifty dollars (\$50.00) of any wrist watch and not to exceed one hundred fifty dollars (\$150.00) of any prescription eyeglass or prescription contact lenses irreparably damaged or lost in the line of duty.

(G) DEPARTMENT VEHICLES

The Town agrees that O'Dowd shall be assigned a department vehicle for use by him as Police Captain.

(H) ACCRUAL TIME

Sick leave and vacation leave shall accrue while O'Dowd is on sick leave.

Sick leave shall accrue during vacation leave, including vacations which are taken immediately subsequent to sick leave.

(I) RETIREMENT

The Town hereby agrees to continue O'Dowd's 20-year retirement plan with the Town paying 100% of the total cost thereof in accordance with section 384 of the Retirement and Social Security Laws or, at the employee's option, section 375i or Section 384e of the Retirement and Social Security Laws.

The Town agrees that O'Dowd shall be entitled to utilize his final year average salary for the purpose of computing retirement pay and the Town represents that it has taken all steps to effectuate such plan in accordance with Section 302 Subdivision 9(d) and 443(f) of Retirement and Social Security Laws.

The Town agrees that O'Dowd, upon retirement, shall be paid for all accumulated unused vacation and personal leave time earned in the course of the final year of employment. Payment shall be on the basis of the salary schedule prevailing at the time of retirement. (Payment of sick leave is subject to the provisions of Paragraph 6(E) herein).

The Town agrees to provide O'Dowd, upon completion of 20 years or more of satisfactory service, with his service weapon.

(J) INSURANCE

During the course of his employment with the Town of Poughkeepsie O'Dowd shall receive the following benefits:

- 1) MEDICAL INSURANCE
 - (a) The Town will pay the full (100 %) premium cost for individual or family medical insurance coverage for O'Dowd for the NYSHIP Empire plan. The Town agrees that it shall permit O'Dowd and his spouse to continue coverage under the Town's health, medical and hospitalization as stated above with the Town paying the full (100%) premium cost after O'Dowd retires from the Town of Poughkeepsie Police Department.
 - (b) In addition, should O'Dowd pre-decease his spouse, said spouse is entitled to this benefit. The rights under this provision must be exercised consistent with plan eligibility rules.
 - (c) If O'Dowd receives a work-related medical disability retirement from the New York State Retirement System shall be entitled to medical coverage at the same rates as detailed in paragraph (a).
 - (d) Any member who is on leave pursuant to General Municipal Law §207-c will continue to be entitled to medical coverage at the same rate as detailed in paragraph (a).
- 2) Should the Town extend any additional major medical or hospital insurance benefit to any Town of Poughkeepsie Police Officer, O'Dowd shall be entitled to the same benefits.

O'Dowd shall be entitled to any other medical benefit afforded to any

member of the Town of Poughkeepsie Police Department or participation in any benefit afforded to any member of the Town of Poughkeepsie Police Department, including vision plan.

- 3) The Town will provide for O'Dowd \$20,000.00 of life insurance and \$12,000.00 of accidental death and dismemberment insurance to a beneficiary named by O'Dowd.
- 4) If a dental plan is provided to any other Town Poughkeepsie Police Benevolent Association member, then the same plan shall be provided to O'Dowd within 30 days.

(K) DEFERRED COMPENSATION PLAN

The Town agrees to continue the deferred compensation plan to O'Dowd which originated in October, 1996 and offered to all Town of Poughkeepsie management and non-union employees. O'Dowd shall receive the same benefits provided to any Town of Poughkeepsie employee regarding this compensation plan.

(L) INSURANCE - OPTIONAL COVERAGE

The Town agrees to continue to provide O'Dowd the optional insurance "Buy Back" program originated in October, 1995 and offered to all Town of Poughkeepsie non-union employees. O'Dowd shall be provided the same benefit offered to any Town of Poughkeepsie employee.

(M) EDUCATION REIMBURSEMENT

The Town agrees to reimburse O'Dowd for any college level course taken at an accredited college or University leading to one Associates Degree, one Bachelor's Degree in Criminal Justice or its equivalent, and one Master's Degree in Criminal Justice or Public Administration or its equivalent during the term of this Agreement as follows;

- (1) Fifty percent (50%) of the cost of the tuition, mandatory registration fees, books and fees for laboratory materials upon presentation of paid receipts of same;
- (2) Fifty percent (50%) of the cost of the tuition, mandatory registration fees, books and fees for laboratory materials upon successful completion of such course as evidenced by satisfactory proof of a passing grade.
- (3) When opting to pursue a Master's Degree in Public Administration, the Town will only reimburse a maximum of 126 hours in total college reimbursement provided, however, that upon completion of the course O'Dowd will continue to work for the Town of Poughkeepsie Police Department for two (2) years.

(N) COLLEGE INCREMENT

The Town will pay O'Dowd a non-cumulative yearly increment in the amount indicated if he possesses the following college degrees in the Criminal Justice Field or Public Administration: Bachelors \$300.00; Masters \$500.00.

(O) BEREAVEMENT LEAVE

The Town agrees that in addition to any other leaves provided for in this Agreement, O'Dowd shall receive five (5) working days leave for death in his immediate family (exclusive of the date of death). For the purpose of this section, immediate family shall be deemed to include the following: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandchild, and grandparents. In case of brother-in-law and sister-in-law, bereavement leave shall be two (2) days.

(P) LONGEVITY

O'Dowd shall receive a longevity increment which shall increase in direct proportion to the amount paid to other members of the department with over twenty (20) plus years of service.

(Q) LINE OF DUTY DEATH

The Town agrees to pay all customary and usual funeral expenses for O'Dowd if killed in the line of duty.

(R) PROFESSIONAL DUES

The Town agrees to pay for the professional dues of Police related organizations of which O'Dowd is a member in a collective amount not to exceed seven hundred (\$700.00) dollars in one calendar year, provided that all books, publications, and course materials received shall be the property of the Town of Poughkeepsie.

7. EVALUATION

After the close of each contract year the Chief of Police and the Town Supervisor shall prepare and submit to the Town Board a written evaluation of O'Dowd's performance as Police Captain.

8. MODIFICATION

It is understood and agreed that no agreement, alteration, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by O'Dowd or the Town unless made and executed in writing and agreed upon between the parties hereto.

9. SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequent enacted legislation or by any decree of a Court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force. It is further provided that upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

10. LEGISLATIVE CLAUSE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the funds therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the Town of Poughkeepsie has caused this Agreement to be executed by its Supervisor and Michael O'Dowd has set his hand and seal as of the day and year first above written.

TOWN OF POUGHKEEPSIE

BY: _____ / ____ / ____ 2026
REBECCA EDWARDS, Supervisor

_____/ ____ / ____ 2026
MICHAEL O'DOWD
Police Captain

AGREEMENT

between

THE TOWN OF POUGHKEEPSIE

and

**TOWN OF POUGHKEEPSIE POLICE CAPTAIN
RALPH CROPLEY**

for the period

January 1, 2026

through

DECEMBER 31, 2030

THIS AGREEMENT is made and entered into on the ____ day of _____, 2026, by and between the TOWN OF POUGHKEEPSIE, a municipal Corporation having its principal offices at Town Hall, One Overocker Road, Poughkeepsie, New York, hereinafter referred to as the "Town" and TOWN OF POUGHKEEPSIE POLICE CAPTAIN hereinafter referred to as "Cropley".

WHEREAS, Cropley desires to enter into an agreement with the Town providing for his service as Police Captain, to the extent and upon the terms and conditions hereinafter set forth, and

WHEREAS, as the Town is desirous of retaining the services of Cropley as Police Captain;

WHEREAS, the parties as desirous of setting forth their understanding of the terms and conditions for such employment,

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. APPOINTMENT

The Town agrees to retain and employ Cropley as Police Captain of the Town of Poughkeepsie Police Department, and Cropley agrees to serve the Town as said Police Captain upon the terms and conditions set forth herein.

2. TERM

The employment of Cropley hereunder shall continue through December 31, 2030 provided however it is expressly understood that this Agreement shall not abridge, abrogate or waive any rights granted to said Cropley or to the Town of Poughkeepsie by the Civil Service Law of the State of New York or any other law in regard to tenure, permanency or rights of termination. The accrual of benefits and the payment of compensation under this Agreement shall cease upon retirement or other separation from service to the Town by Poughkeepsie.

3. COMPENSATION

The Town agrees that Cropley shall receive a base salary of:

\$165,988.00 for the calendar year 2026.

3.0% increase for 2027

3.0% increase for 2028

3.0% increase for 2029

3.0% increase for 2030

All base salaries are in addition to the longevity compensation of \$5,300.00. Cropley shall be entitled to any retroactive salary/increment adjustments adopted by the Town Board.

If the Town Board gives in the new contract with Town of Poughkeepsie Police Benevolent Association, a higher salary or longevity increase than given to Cropley in this contract, during the years of this contract, Cropley will then receive the higher increases that were given in the contract with the Town of Poughkeepsie Police Benevolent Association.

The difference between the above salary schedule and the salary actually received by Cropley through the date of appointment shall be paid to Cropley within thirty (30) days of the execution of this Agreement by both parties.

4. DUTIES

During the term of Cropley's employment hereunder, Cropley shall serve the Town and shall perform all duties required of the Police Captain of the Town of Poughkeepsie Police Department in accordance with the applicable statutes, rules and regulations, as they presently exist, or as amended.

5. PBA REPRESENTATION

Cropley agrees to acknowledge no representation by the Town of Poughkeepsie Patrolman's Benevolent Association, in accordance with the provisions of the applicable laws and statutes.

6. TERMS AND CONDITIONS OF EMPLOYMENT

(A) WORKING CONDITIONS

- (1) Cropley shall be credited with all of his accrued and unused vacation time, holiday time, personal leave time, and sick time that exist as of the date of this Agreement. (Sick time is subject to provisions of Paragraph 6 (E), hereinafter set forth.)

- (2) All working conditions for the term of this Agreement shall remain the same as they presently exist. Work hours will remain 8:00 a.m. to 4:00 p.m. except in the event of an emergency but may be adjusted based on the needs of the Department as determined by the Chief of Police.
- (3) Work hours in excess of 40 hours per week were previously at a rate of one hour off for each hour of overtime worked and credited as compensatory time only. That term and condition has been and will continue to be of no force and effect.

All previously accrued compensatory time will remain and be credited to Cropley. Cropley will have the option to submit for pay up to 100 hours of this compensatory time each year of this Agreement.

Any accumulated compensatory time shall be paid upon Cropley's death, retirement or termination. All payments shall be based on the salary schedules in existence at the time of death, retirement or termination.

(B) VACATIONS

Cropley shall be entitled to 25 working days' vacation per year plus one (1) additional day of vacation for each year that Cropley has been employed by the Town in any police function beyond fourteen (14) years. Any accumulated vacation time shall be paid upon Cropley's death, retirement or termination. All payments shall be based on the salary schedules in existence at the time of death, retirement, or termination.

(C) HOLIDAYS

Cropley shall be entitled to the following holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Cropley shall be entitled to receive time off with pay for these holidays whether on or off duty. Additionally, should any subordinate below the rank of Police Captain in the Town of Poughkeepsie Police Department be entitled to additional holiday accruals, Cropley shall be entitled to receive such accruals.

If Cropley works on any of the above holidays he shall be entitled to an additional full day of pay for the holiday Cropley worked.

(D) PERSONAL LEAVE

Cropley shall be entitled to personal leave up to a maximum of five (5) days per year with pay and without charge of deduction from his accumulated vacation leave or other time credits. Personal leave may not be accumulated.

Cropley will be provided accrued personal leave death benefit. Cropley's estate shall be paid for all accumulated and unused personal leave time upon his death. All payments shall be based on salary schedules in existence at the time of his death.

(E) SICK LEAVE

Cropley shall earn sick leave credits at a rate of one (1) day per month of satisfactory service and may accumulate such sick leave credits up to a maximum of 175 days. Cropley shall be paid for all accumulated and unused sick leave upon death or retirement up to a maximum of 136 days. Such payments shall be based upon salary schedule in existence at the time of death or retirement.

(F) POLICE CAPTAINS CLOTHING ALLOWANCE -ARTICLE DAMAGE

Cropley shall receive a department clothing allowance in the amount of \$1000.00 for each year of this Agreement.

Cropley shall receive the depreciated value of any article of clothing irreparably damaged in the line of duty. In addition, shall receive the depreciated value, not to exceed fifty dollars (\$50.00) of any wrist watch and not to exceed one hundred fifty dollars (\$150.00) of any prescription eyeglass or prescription contact lenses irreparably damaged or lost in the line of duty.

(G) DEPARTMENT VEHICLES

The Town agrees that Cropley shall be assigned a department vehicle for use by him as Police Captain.

(H) ACCRUAL TIME

Sick leave and vacation leave shall accrue while Cropley is on sick leave.

Sick leave shall accrue during vacation leave, including vacations which are taken immediately subsequent to sick leave.

(I) RETIREMENT

The Town hereby agrees to continue Cropley's 20-year retirement plan with the Town paying 100% of the total cost thereof in accordance with section 384 of the Retirement and Social Security Laws or, at the employee's option, section 375i or Section 384e of the Retirement and Social Security Laws.

The Town agrees that Cropley shall be entitled to utilize his final year average salary for the purpose of computing retirement pay and the Town represents that it has taken all steps to effectuate such plan in accordance with Section 302 Subdivision 9(d) and 443(f) of Retirement and Social Security Laws.

The Town agrees that Cropley, upon retirement, shall be paid for all accumulated unused vacation and personal leave time earned in the course of the final year of employment. Payment shall be on the basis of the salary schedule prevailing at the time of retirement. (Payment of sick leave is subject to the provisions of Paragraph 6(E) herein).

The Town agrees to provide Cropley, upon completion of 20 years or more of satisfactory service, with his service weapon.

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During the course of his employment with the Town of Poughkeepsie, Cropley shall receive the following benefits:

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 - (b) In addition, should Cropley pre-decease his spouse, said spouse is entitled to this benefit. The rights under this provision must be exercised consistent with plan eligibility rules.
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 - (d) Any member who is on leave pursuant to General Municipal Law §207-c will continue to be entitled to medical coverage at the same rate as detailed in paragraph (a).
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Cropley shall be entitled to any other medical benefit afforded to any member of the Town of Poughkeepsie Police Department or participation in any benefit afforded to any member of the Town of Poughkeepsie Police Department, including vision plan.

- 3) The Town will provide for Cropley \$20,000.00 of life insurance and \$12,000.00 of accidental death and dismemberment insurance to a beneficiary named by Cropley.
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The Town agrees to continue to provide Cropley the optional insurance "Buy Back" program originated in October, 1995 and offered to all Town of Poughkeepsie non-union employees. Cropley shall be provided the same benefit offered to any Town of Poughkeepsie employee.

(M) EDUCATION REIMBURSEMENT

The Town agrees to reimburse Cropley for any college level course taken at an accredited college or University leading to one Associates Degree, one Bachelor's Degree in Criminal Justice or its equivalent, and one Master's Degree in Criminal Justice or Public Administration or its equivalent during the term of this Agreement as follows;

- (1) Fifty percent (50%) of the cost of the tuition, mandatory registration fees, books and fees for laboratory materials upon presentation of paid receipts of same;
- (2) Fifty percent (50%) of the cost of the tuition, mandatory registration fees, books and fees for laboratory materials upon successful completion of such course as evidenced by satisfactory proof of a passing grade.
- (3) When opting to pursue a Master's Degree in Public Administration, the Town will only reimburse a maximum of 126 hours in total college reimbursement provided, however, that upon completion of the course Cropley will continue to work for the Town

of Poughkeepsie Police Department for two (2) years.

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The Town will pay Cropley a non-cumulative yearly increment in the amount indicated if he possesses the following college degrees in the Criminal Justice Field or Public Administration: Bachelors \$300.00; Masters \$500.00.

(O) BEREAVEMENT LEAVE

The Town agrees that in addition to any other leaves provided for in this Agreement, Cropley shall receive five (5) working days leave for death in his immediate family (exclusive of the date of death). For the purpose of this section, immediate family shall be deemed to include the following: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandchild, and grandparents. In case of brother-in-law and sister-in-law, bereavement leave shall be two (2) days.

(P) LONGEVITY

Cropley shall receive a longevity increment which shall increase in direct proportion to the amount paid to other members of the department with over twenty (20) plus years of service.

(Q) LINE OF DUTY DEATH

The Town agrees to pay all customary and usual funeral expenses for Cropley if killed in the line of duty.

(R) PROFESSIONAL DUES

The Town agrees to pay for the professional dues of Police related organizations of which Cropley is a member in a collective amount not to exceed seven hundred (\$700.00) dollars in one calendar year, provided that all books, publications, and course materials received shall be the property of the Town of Poughkeepsie.

7. EVALUATION

After the close of each contract year the Chief of Police and the Town Supervisor shall prepare and submit to the Town Board a written evaluation of Cropley's performance as Police Captain.

8. MODIFICATION

It is understood and agreed that no agreement, alteration, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by Cropley or the Town unless made and executed in writing and agreed upon between the parties hereto.

9. SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequent enacted legislation or by any decree of a Court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force. It is further provided that upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice.

10. LEGISLATIVE CLAUSE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the funds therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the Town of Poughkeepsie has caused this Agreement to be executed by its Supervisor and Ralph Cropley has set his hand and seal as of the day and year first above written.

TOWN OF POUGHKEEPSIE

BY: _____ / ____ / ____ 2026
REBECCA EDWARDS, Supervisor

_____ / ____ / ____ 2026
RALPH CROPLEY
Police Captain

RESOLUTION 2:4 - # 3 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to sign the 2026 STOP-DWI Dedicated Saturation Patrol Campaign Agreement with the County of Dutchess, a copy of which is attached.

Dated: February 4th 2026
Moved: Emily Watson
Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/20/2026
m-2/4/2026

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

AGREEMENT

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

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

Town of Pine Plains
3284 Route 199, PO Box 955
Pine Plains, NY 12567

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

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

Village of Millerton
5933 N. Elm Avenue
Millerton, NY 12546

Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603

WITNESSETH:

WHEREAS, the County through Department of Planning and Development (Division of STOP DWI) desires the services of the Contractor to provide a STOP-DWI Dedicated Saturation Patrol Campaign in their designated areas, and

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

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

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

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

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

3. **EXTENSION.** This Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years from the original Agreement date, upon such terms

and conditions as may be agreed between the parties in writing by fully executing a contract extension/amendment.

4. PAYMENT. As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed **FOURTEEN THOUSAND and 00/100 (\$14,000.00) DOLLARS**. The Contractor shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller.

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

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

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

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

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

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

- a. a certificate of insurance on an Acord form indicating proof of coverage for Workers' Compensation Employer's Liability, **OR**
- b. a New York State Workers' Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Contractor is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from the NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

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

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

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

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

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

(E) If the Workers' Compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

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

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

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

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

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

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

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

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

8. QUALIFICATIONS OF CONTRACTOR. The Contractor specifically represents that it and its members, officers, employees, agents, servants, consultants and sub-contractors have

the experience, knowledge and character necessary to perform their particular duties under this Agreement.

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

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

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

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

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

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

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

In the event of termination with or without cause, the Contractor shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in its custody or control pertaining to the Agreement and the County shall pay to the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Contractor's failure to fulfill its obligations under this Agreement, or any other fault of the Contractor, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Contractor under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or

employment of other contractors or otherwise. Notwithstanding the foregoing, the Contractor shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Contractor shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Contractor therefore.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall

include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

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

32. CONFIDENTIALITY. The Contractor shall comply with applicable Federal and State requirements for confidentiality of records and information and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this _____ day of _____, 2026.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney’s Office

BY: _____
Susan J. Serino, County Executive

APPROVED AS TO CONTENT:

William Johnson, Coordinator
STOP DWI

Eoin Wrafter, Commissioner
Dutchess County Department of Planning
& Development

(SIGNATURE PAGES FOR EACH LAW ENFORCEMENT AGENCY TO FOLLOW)

Execution of STOP DWI Saturation Patrol Campaign Agreement by the Dutchess County Sheriff's Office:

DUTCHESS COUNTY SHERIFF'S OFFICE:

BY: _____
Sheriff Kirk Imperati

Execution of STOP DWI Saturation Patrol Campaign Agreement by the Town of Pine Plains:

TOWN OF PINE PLAINS

BY: _____
Brian Walsh, Town Supervisor

Execution of STOP DWI Saturation Patrol Campaign Agreement by the Village of Millerton:

VILLAGE OF MILLERTON

By: _____
Jenn Najdek, Mayor

Execution of STOP DWI Saturation Patrol Campaign Agreement by the Town of Poughkeepsie:

TOWN OF POUGHKEEPSIE:

BY: _____
Rebecca Edwards, Town Supervisor

Execution of STOP DWI Saturation Patrol Campaign Agreement by the Town of East Fishkill:

TOWN OF EAST FISHKILL:

BY: _____
Nicholas D' Alessandro, Town Supervisor

Execution of STOP DWI Dedicated Saturation Patrol Campaign Agreement by the Town of Hyde Park:

TOWN OF HYDE PARK:

BY: _____
Alfred Torreggiani, Town Supervisor

DUTCHESS COUNTY STOP-DWI
STOP-DWI Dedicated Saturation Patrol Campaign
Exhibit A

In an effort to respond to emerging local impaired driving trends/data the Dutchess County STOP-DWI Program will provide a MAXIMUM of \$14,000 to the following participating law enforcement agencies for their cooperative involvement in Dedicated DWI Saturation Patrol Campaign: Dutchess County Sheriff's Office, Town of Pine Plains, Town of Poughkeepsie, Town of East Fishkill, Town of Hyde Park, and Village of Millerton. The STOP-DWI Coordinator will schedule, notify, and direct participating agencies identifying specific dates/hours to assign details as identified. Patrols must be conducted prior to December 31, 2026. These funds will be used to reimburse personnel expenses incurred through involvement/participation in the

“DWI Dedicated Saturation Patrol Campaign”

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

The Contractor(s), in implementing this program, shall:

- 1- Provide personnel to support **Identified Enforcement Efforts** as directed by the STOP-DWI Program.
- 2- Assigned patrols will be in addition to any approved patrols/details conducted on identified STOP-DWI High Visibility Engagement Campaign (HVEC) enforcement periods **AND** will be scheduled/conducted outside of those established timeframes.
- 3- Assigned patrols under this contract shall be in addition to regular police coverage and must constitute “overtime” which shall be determined for the purposes of this contract as hours performed in addition to those details normally performed on the particular date or time of day, special circumstances excluded.
- 4- The contractor shall furnish the Program Coordinator with monthly reports of arrests and dispositions of all DWI and related cases from the prior month, if needed.

CONTRACT FISCAL BREAKDOWN:

TOTAL STOP-DWI FUNDING

\$14,000

Individual agency appropriations from this pool of funds will be based on participation in dedicated patrols as directed & approved by STOP-DWI.

RESOLUTION 2:4 - # 4 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby accept, with regret, the retirement of Thomas Wiacek, Deputy Building Inspector for the Town of Poughkeepsie, effective February 11, 2026.

Dated: February 4th 2026

Moved: Ryan Sharpe

Seconded: Ann Shershin

Motion passes/ fails: Ayes 6 Nays 0

ES/aap
t-1/20/2026
m-2/4/2026

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

RESOLUTION 2:4-# 5 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby appoint Angela Zielinski to the position of part-time Recreation Assistant at the Senior Center, at the salary of \$16.00 per hour, effective February 5, 2026, which appointment shall be subject to a probationary period as described by the Rules for the Classified Civil Service of Dutchess County, and

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

Dated: February 4th 2026

Moved: Ann Shershin

Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/28/2026
m-2/4/2026

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

RESOLUTION 2:4 # 6 OF 2026

WHEREAS, Women of All Trades LLC was granted site plan approval for a multi-family renovation of an existing home on the corner of Springside Avenue and Vandewater Avenue, which requires the use of parking spaces in an existing driveway that extends several feet into the Vandewater Avenue right-of-way, and

WHEREAS, the Highway Superintendent has indicated that, because of the specific layout of the street, driveway, and utility poles, the continued use of the driveway does not affect the Town's use or maintenance of Vandewater Avenue, now, therefore

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to execute a License Agreement between the Town of Poughkeepsie and Women of All Trades LLC for a non-exclusive, revocable license to maintain parking spaces encroaching on Vandewater Avenue, in substantially the form presented, and

BE IT FURTHER RESOLVED, that project has already been subject to SEQRA review during site plan approval, so no further environmental review is required.

Dated: February 4th 2026

Moved: Rebecca Edwards

Seconded: Barbara Laird

Motion Passes/ Fails: Ayes 6 Nays 0

ES/mem

t-1/28/2026

m-2/4/2026

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

AYE NAY ABSTAIN

<u>absent</u>	_____	_____
<u>✓</u>	_____	_____
<u>✓</u>	_____	_____
<u>✓</u>	_____	_____
<u>✓</u>	_____	_____
<u>✓</u>	_____	_____

**PARKING, IMPROVEMENT AND
MAINTENANCE AGREEMENT AND LICENSE**

THIS AGREEMENT AND LICENSE, made as of the _____ day of _____ 2026, by and between Women of All Trades, LLC, a New York Limited Liability Company having an office at 7 Springside Avenue, Poughkeepsie, New York 12603 ("WATLLC"), and the TOWN OF POUGHKEEPSIE, a New York municipal corporation, with offices at Town Hall, One Overocker Road, Poughkeepsie, New York 12603 (the "Town").

WHEREAS, WATLLC is the current fee owner of premises located at 7 Springside Avenue, Poughkeepsie, New York, 12603, tax grid# 134689-6161-07-710881-0000 as more particularly described on Exhibit 1 attached hereto (the "Premises"), and

WHEREAS, the western border of the Premises abuts the Town's right-of-way for Vandewater Avenue ("Vandewater"), and

WHEREAS, the existing paved driveway for the Premises extends several feet into the right-of-way and

WHEREAS, WATLLC received conditional site plan and special use permit approval from the Planning Board of the Town of Poughkeepsie by resolution dated July 17, 2025, for the set of site plans entitled "7 Springside Avenue Renovation," prepared by Modl Design LLC, dated June 23, 2025, and last revised on November 6, 2025, consisting of 14 sheets, and any subsequent plans as may hereinafter be approved or required by the Town Planning Board or the Planning Department (together the "SPA") for conversion of an existing home and attached garage into a mixed use building of three dwelling units and one office with a total of six parking spaces on the Premises; and

WHEREAS, the SPA includes provisions for four parking spaces and other improvements that extend into the Town's Vandewater Avenue right-of-way (the "Improvements"), all as more particularly described on SPA Sheet A-001, annexed hereto as Exhibit 2; and

WHEREAS, the Town and WATLLC desire to enter into this Agreement to provide (a) a non-exclusive appurtenant license, revocable after the issuance of a Certificate of Occupancy on 180 days' notice from the Town, permitting WATLLC and its successors in title to construct, maintain, repair and replace the Improvements, and (b) requiring WATLLC to construct, install, maintain, repair and replace the Improvements; and

NOW THEREFORE, in compliance with the terms of the SPA, WATLLC and the Town agree as follows:

1. The Town, pursuant to Town Law §64(7), hereby grants and conveys to WATLLC and its successors in title, subject to the consent endorsed hereon by the Highway Superintendent, a non-exclusive appurtenant license, revocable after the issuance of a Certificate of Occupancy on 180 days' notice from the Town, to construct, install, maintain, repair and replace the Improvements from time to time as required.
2. The Town further includes within this license the right of WATLLC, its successors in title

and their tenants and invitees to 7 Springside Ave, the right to cross the Vandewater Avenue right-of-way as improved per this Agreement.

3. WATLLC agrees that it shall at its sole expense construct, install, maintain (including but not limited to ice and snow removal) the Improvements, and will repair and replace them as needed to maintain them in good and safe order and repair, all in a good and workman like manner acceptable to the Town Engineer, and in accordance with all requirements of law and the Town Code.

Notwithstanding the foregoing, the Town shall always maintain the right, but not the obligation, to enter, construct, maintain, repair and replace as necessary the Improvements on the Vandewater Avenue right-of-way upon WATLLC's failure to do so and upon 14 days' notice to WATLLC, unless the work is required because of an imminent threat to public health or safety, in which case no notice shall be required, and to have the Town Comptroller affix the expenses thereof as a lien against the Premises if not paid within 20 days of invoice.

4. WATLLC agrees that the 4 parking spaces shown on Exhibit 2 shall be available for use pursuant to the SPA. Any changes to the site plan, or deviations from the SPA, shall terminate this license agreement. No Improvement shall be altered, abandoned, modified or discontinued without the prior written approval of the Town of Poughkeepsie Planning Board.
5. WATLLC and the Town shall execute and deliver such other documents, if any, as may be reasonably necessary to allow this Agreement to be recorded in the Office of the Dutchess County Clerk.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
7. This Agreement shall run with the land and be binding upon and inure to the benefit of the Town and WATLLC and its successors in title.
8. This Agreement may not be amended or modified except by a written instrument signed by WATLLC and the Town.
9. Any notice required or permitted to be given pursuant to this Agreement will be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective business addresses first set forth above. Any party may change the address to which notice will be sent by providing notice to the other in the manner provided in this paragraph.
10. This Agreement may be executed in any number of counterparts, each of which taken together will constitute one in the same Agreement.
11. WATLLC will indemnify, defend and hold harmless the Town of Poughkeepsie, its officers, employees, contractors and agents from all loss, cost, claims, expense and suits, including reasonable attorney's fees, arising from its breach of this Agreement, negligence, intentional acts, and violations of applicable laws, rules and regulations occurring during

the performance of work on the Premises and the Improvements throughout the term of this Agreement. In addition, before commencing the performance of Improvement work, WATLLC shall provide to the Town, and shall thereafter maintain during the performance of the work and through the term of this Agreement, general liability insurance coverage in the amount of \$2,000,000 per occurrence, \$3,000,000 aggregate, both naming the Town as additional primary insured on a non-contributory basis with a waiver of subrogation in favor of the Town, and vehicle liability insurance of \$1,000,000 on a single limit per occurrence basis. It shall also produce form C-105.2 demonstrating that it and all of its subcontractors have all required Workers' Compensation insurance. All carriers shall be "A" rated and New York admitted.

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

For WOMEN OF ALL TRADES, LLC

By: _____ / ____ /2026

Name: _____

Title: _____

For TOWN OF POUGHKEEPSIE

By: _____ / ____ /2026

Rebecca Edwards, Supervisor

Consented to by:

Mike Simon, Highway Superintendent

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

On the _____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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 person upon 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 2025 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC



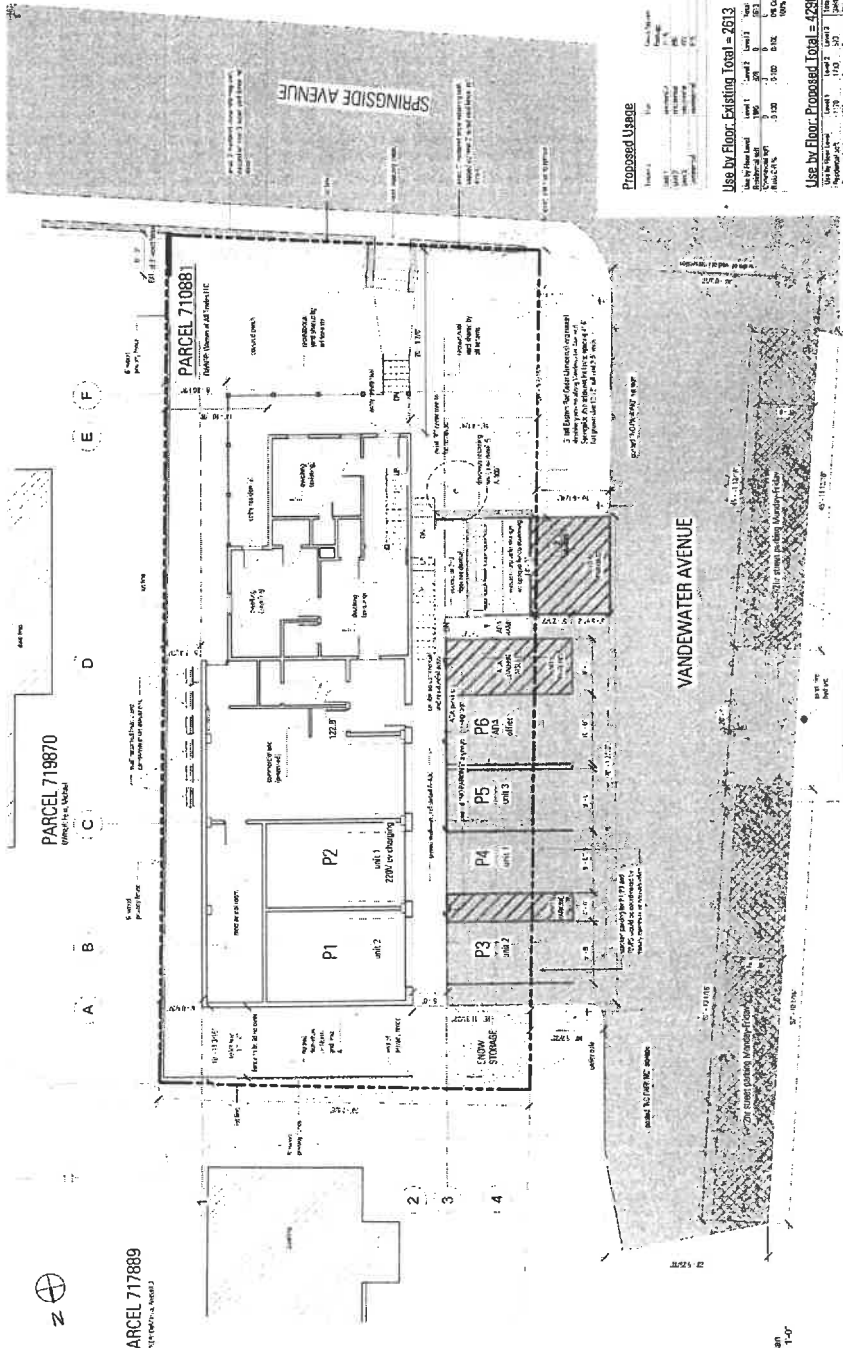
Design & Construction Management Services
 300 West 125th Street
 New York, NY 10032
 (212) 246-1100
 info@modi.com

ARCHITECT:
 Tom Iijgen Architect,
 PLLC
 PO Box 347, Accord NY
 12404
 846-464-8168
 info@tomijgen.com



NO.	DESCRIPTION	DATE
1	PRELIMINARY	11/11/17
2	REVISED	11/11/17
3	REVISED	11/11/17
4	REVISED	11/11/17
5	REVISED	11/11/17
6	REVISED	11/11/17
7	REVISED	11/11/17
8	REVISED	11/11/17
9	REVISED	11/11/17
10	REVISED	11/11/17

Owner: All Trades LLC
 7 Springside Ave, Arlington NY
 12603
Site Plan
 Scale: 1/8" = 1'-0"
 Date: 11/16/2017
 Project No: A-001



Proposed Usage

Use	Level 1	Level 2	Level 3	Total
Residential	0	0	0	0
Commercial	0	0	0	0
Office	0	0	0	0
Other	0	0	0	0
Total	0	0	0	0

Use by Floor, Existing Total = 2613

Use	Level 1	Level 2	Level 3	Total
Residential	0	0	0	0
Commercial	0	0	0	0
Office	0	0	0	0
Other	0	0	0	0
Total	0	0	0	0

Use by Floor, Proposed Total = 4236 sqft

PROPOSED INCREASE IN FLOOR AREA:
 4236 sqft - 2613 sqft = 1623 sqft INCREASE

ATC Dwelling Unit Density Calculations

Dwellings/acre	Onsite Parking Requirements	Commercial Units
6	1.5 spaces/dwelling	
EXISTING Compliance	11.15 acre	5
PROPOSED Compliance	37.15 acre	5

REQUIRED	Minimum Lot Area (square feet)	Minimum Frontage (feet)	Minimum Lot Width (feet)	Minimum From Side Yard (feet)	Minimum Rear Yard (feet)	Minimum Clear Yard (feet)	Maximum Lot Coverage (%)	Maximum Impervious Surface (%)	Maximum Height (feet)
EXISTING	5000 sqft	30'	30'	5'	20'	20'	80%	95%	45'
PROPOSED	6462.5 sqft	53.27'	53.27'	5'	11'	11'	75.2%	54.3%	32' 9-1/2"

ZONING VARIANCE NOTES:
 1. The proposed building height is 32 feet 9 inches, which is a variance from the maximum height of 45 feet permitted by the zoning ordinance.
 2. The proposed building coverage is 54.3%, which is a variance from the maximum coverage of 80% permitted by the zoning ordinance.
 3. The proposed maximum height is 32 feet 9 inches, which is a variance from the maximum height of 45 feet permitted by the zoning ordinance.
 4. The proposed maximum height is 32 feet 9 inches, which is a variance from the maximum height of 45 feet permitted by the zoning ordinance.

ATC DISTRICT AREA AND BULK REGULATIONS:
 The proposed building complies with the ATC District Area and Bulk Regulations, except for the height and coverage variances noted above.

EXISTING COMPLIANCE:
 The existing building complies with the ATC District Area and Bulk Regulations.

PROPOSED COMPLIANCE:
 The proposed building complies with the ATC District Area and Bulk Regulations, except for the height and coverage variances noted above.

EXISTING COMPLIANCE:
 The existing building complies with the ATC District Area and Bulk Regulations.

PROPOSED COMPLIANCE:
 The proposed building complies with the ATC District Area and Bulk Regulations, except for the height and coverage variances noted above.

EXISTING COMPLIANCE:
 The existing building complies with the ATC District Area and Bulk Regulations.

PROPOSED COMPLIANCE:
 The proposed building complies with the ATC District Area and Bulk Regulations, except for the height and coverage variances noted above.

*Existing non-compliant condition to remain unchanged. New 2nd floor addition to comply with 20' rear yard setback.

RESOLUTION 2:4 - # 7 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to execute an Employee Assistance Program (EAP) Agreement between the Town of Poughkeepsie and Employee Services LLC (d/b/a ESI Employee Assistance Group), for the term February 1, 2026 through January 31, 2027, in substantially the form annexed.

Dated: February 4th 2026

Moved: Barbara Laird

Seconded: Ann Shershin

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/28/2026
m-2/4/2026

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



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Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP

Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Town of Poughkeepsie** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **2/1/26-1/31/27**.

I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member's needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

Important information for members residing in California:** Under California's Knox-Keene Health Care Service Plan Act, employees residing in California are entitled to **three (3) mental health counseling sessions, within each six-month period. You cannot exceed six (6) EAP sessions in a twelve-month period. If your organization's Employee Assistance Program (EAP) plan includes more than three (3) sessions, the Knox-Keene Act supersedes the contract, and we will abide by the Knox-Keene Health Care Service Plan Act – Cannot exceed six (6) sessions in a twelve-month period.

- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life. Discounts vary by season and location.



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II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

VI. EAP Exclusions

The EAP counseling benefit is available for individual and family therapy. The following items are not considered to be EAP counseling and are **exclusions to the EAP plan**:

- Fitness for Duty/ Return to Work, Psychiatric, ADHD, Psychological testing, Autism Spectrum Disorder, Court Involved (treatment or reporting including letters written for court on the member's behalf).
- Workers' Compensation, short-term disability evaluations and paperwork, Family Medical Leave Act (FMLA) and Emotional Support Animal Documentation.

The EAP legal benefit offers a free consultation for family law and personal issues such as estate planning, real estate, debt, credit and bankruptcy, as well as civil and credit law.

Legal benefits exclude coverage for:

- Employment and Business Law Matters (including but not limited to action against employers, co-workers, benefits, unions, and labor management, trust funds).
- Malpractice.
- Duplication of services for the same matter, including second opinions.



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VII. Term

- A. Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

VIII. Fees and Payment

- A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

IX. Indemnification and Limitation of Liability

- A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.
- C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



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X. Force Majeure

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

XI. Execution of Documents

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

XII. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

Town of Poughkeepsie

 Gordon G. Bell, President

 Authorized Signature

 Date

 Date



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Educators' EAP
Higher Ed EAP
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Employee Assistance Program (EAP) | EXHIBIT A

Town of Poughkeepsie ("Client") 2/1/26-1/31/27

Service Charges and Payment

- A. The annual fee for the employee assistance program is **\$24.25** per employee.
- B. The total number of employees covered under this Agreement is **228**. (118 TC, 110 PS)
- C. Client agrees to pay ESI the sum of **\$5,529.00** annually. (\$2,861.50 TC, \$2,667.50 PS)
- D. The annual fee includes all employees and their household members as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$300.00** per hour plus travel time.

Cancellation Policy for Trauma Response Service:

If your organization cancels a scheduled Trauma Response with less than 48 hours' notice:

- **If the Trauma Response is *not* included in your contract:** A cancellation fee of **\$350** will be charged.
- **If the Trauma Response *is* included in your contract:** One Trauma Response will be deducted from your contracted total.

- H. DOT-required Substance Abuse Evaluations - **\$850.00** each.

RESOLUTION 2:4 - # 8A OF 2026

**POUGHKEEPSIE DAY SCHOOL
SEQR NEGATIVE DECLARATION**

WHEREAS, the Town of Poughkeepsie is considering purchase of property from Poughkeepsie Day School to create a new Town Hall and recreation facilities (the "Project"); and

WHEREAS, by Resolution 1:7 - #SC 1 of 2026, this Town Board determined that the Project was an Unlisted Action under the New York State Environmental Quality Review Act ("SEQR"), accepted the Full Environmental Assessment Form ("FEAF") Part 1 for the Project, declared its intent to be the Lead Agency for the environmental review of this project, and directed that the Town Clerk, working with the Director of Municipal Development and the Legal Department, circulate a Notice of said intent, a copy of the EAF, and supporting documents to involved and interested agencies; and

WHEREAS, the Town Clerk has received notice from involved and interested agencies agreeing to the Town Board as Lead Agency, and the Director of Municipal Development has prepared the FEAF Parts 2 and 3 for the Project as annexed; and

WHEREAS, the Town Board has reviewed the FEAF Parts 2 and 3, including related documents, and had all questions resolved to their satisfaction; now therefore

BE IT RESOLVED, that proper notice having been given, and there being no objection received, this Town Board determines that it will serve as the Lead Agency for a coordinated SEQR Review of the Project; and

BE IT FURTHER RESOLVED, that the Town Board determines that implementation of the Project will not result in a significant adverse environmental impact, and

BE IT FURTHER RESOLVED, that the Town Supervisor or her designee is authorized to respond to the questions on the draft FEAF Part 2 as annexed and to execute the draft Negative Declaration attached as FEAF Part 3 together with such other documents as may be required, and to also take such other steps as may be required.

Dated: February 4th 2026

Moved: Shantha Thangiah

Seconded: Barbara Laird

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/29/2026
m-2/4/2026

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

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Acquisition of a portion of the Poughkeepsie Day School (PDS) property for use as a Town Hall and recreation facility.		
Project Location (describe, and attach a general location map): 244 Boardman Road, Town of Poughkeepsie		
Brief Description of Proposed Action (include purpose or need): The Town of Poughkeepsie will enter into a purchase and sale agreement with the Poughkeepsie Day School (PDS) with the intent of acquiring an approximately 30.7-acre portion of the PDS property for use as a Town Hall and recreation facility. The property to be acquired by the Town includes the Gilkeson Building, sports fields, a solar array, and a cellular tower; and it is shown as Lots 1 and 3 on a proposed subdivision map conditionally approved by the Town of Poughkeepsie Planning Board on October 16, 2025. Once acquired, the property will be used for Town Hall offices, meeting rooms, and associated facilities, indoor and outdoor recreation programs, and related municipal and community uses. Some renovation of the Gilkeson Building for these purposes, within its existing footprint, is anticipated.		
Name of Applicant/Sponsor: Town of Poughkeepsie Town Board		Telephone: 845-485-3600
		E-Mail:
Address: 1 Overocker Road		
City/PO: Poughkeepsie	State: NY	Zip Code: 12603
Project Contact (if not same as sponsor; give name and title/role): Rebecca Edwards, Supervisor, Town of Poughkeepsie		Telephone: 845-485-3600
		E-Mail: redwards@townofpoughkeepsie-ny.gov
Address: Same as above		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Poughkeepsie Day School		Telephone:
		E-Mail:
Address: 244 Boardman Road		
City/PO: Poughkeepsie	State: NY	Zip Code: 12603

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town of Poughkeepsie Town Board	
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Possibly the NYS Department of Transportation for intersection improvements on Spackenkill Rd.	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

If Yes, identify the plan(s):

The Town of Poughkeepsie is a Greenway Compact Community as set forth in code chapters: 18. Greenway Connections, and 210. Zoning which chapters implement the Greenway principles and guides of New York State and Dutchess County. The Town is also located within the Hudson River Valley National Heritage Area.

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

If Yes, identify the plan(s):

The Town Board adopted the Natural Resource Inventory (NRI) and Open Space Plan on April 12, 2023.

C.3. Zoning

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

IN (Institutional)

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

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

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

C.4. Existing community services.

a. In what school district is the project site located? Arlington School District

b. What police or other public protection forces serve the project site?
Town of Poughkeepsie Police Department, Dutchess County Sheriff's Office, and New York State Police

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

d. What parks serve the project site?
Various Town and County Parks

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? The proposed action is potential acquisition of the property, and renovation and reuse of the Gilkeson Building as a Town Hall and recreation facility. No new construction is proposed.

b. a. Total acreage of the site of the proposed action? 30.7 acres
b. Total acreage to be physically disturbed? < 1 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 30.7 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

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

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

ii. If Yes:

- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Renovation of the interior of the Gilkeson Building may or may not be phased - to be determined

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

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

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

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

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sanitary wastewater

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

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

Yes No
 Yes No

• Do existing sewer lines serve the project site?
 • Will a line extension within an existing district be necessary to serve the project?
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

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

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ approx. 90 Proposed _____ same Net increase/decrease _____ 0

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: <u>7 AM to 8 PM per town code</u> • Saturday: <u>10 AM to 6 PM per town code</u> • Sunday: <u>N/A</u> • Holidays: <u>N/A</u> 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: <u>8 AM to 4 PM-some activities later</u> • Saturday: <u>Varies</u> • Sunday: <u>Varies</u> • Holidays: <u>N/A</u>
---	--

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No

Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Existing lighting to remain _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

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

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): Religious facilities, senior citizen housing, and library

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	approx. 7 acres	same	0
• Forested	approx. 10 acres	same	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0		
• Agricultural (includes active orchards, field, greenhouse etc.)	0		
• Surface water features (lakes, ponds, streams, rivers, etc.)	0		
• Wetlands (freshwater or tidal)	0		
• Non-vegetated (bare rock, earth or fill)	0		
• Other Describe: <u>Recreation fields, lawn, and landscaped areas</u>	approx. 14 acres	same	0

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: Baseball and soccer fields may be used by local leagues

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:
The Poughkeepsie Day School may stay in the Kenyon House (adjoining property). The Landing of Poughkeepsie (251 Boardman Road) is across the street from the proposed action

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

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

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____
 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ 4.5 feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ 21 %

c. Predominant soil type(s) present on project site:

Stockbridge-Farmington (SmB)	_____	52 %
Galway-Farmington (GfC)	_____	27 %
Farmington Rock Outcrop (FeE), etc	_____	21 %

d. What is the average depth to the water table on the project site? Average: _____ > 6.67 feet

e. Drainage status of project site soils: Well Drained: _____ 99.9 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ 0.1 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 80 % of site
 10-15%: _____ 15 % of site
 15% or greater: _____ 5 % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

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

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

- Streams: Name No streams were identified on the project site Classification N/A
- Lakes or Ponds: Name No lakes or ponds were identified on the project site Classification N/A
- Wetlands: Name No wetlands were identified on the project site Approximate Size N/A
- Wetland No. (if regulated by DEC) N/A

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____
 Squirrels and other rodents, various bird species, snakes, turtles, salamanders and other reptiles and amphibians
 deer, fox, rabbits, skunks, and bees and other insects, etc. _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____
 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____
 Indiana Bat

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:
i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District
ii. Name: Eligible property: Kenyon House, Eligible property: IBM-Research Facility Poughkeepsie Day School
iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:
i. Describe possible resource(s): _____
ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:
i. Identify resource: Estates District Scenic Area of Statewide Significance (SASS), which is a component of the Hudson River Valley SASS
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Scenic Area of Statewide Significance (SASS), for details go to the New York State Department of State website
iii. Distance between project and resource: _____ 2.8 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:
i. Identify the name of the river and its designation: _____
ii. Is the activity consistent with development restrictions contained in 6 NYCRR Part 666? Yes No

F. Additional Information

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

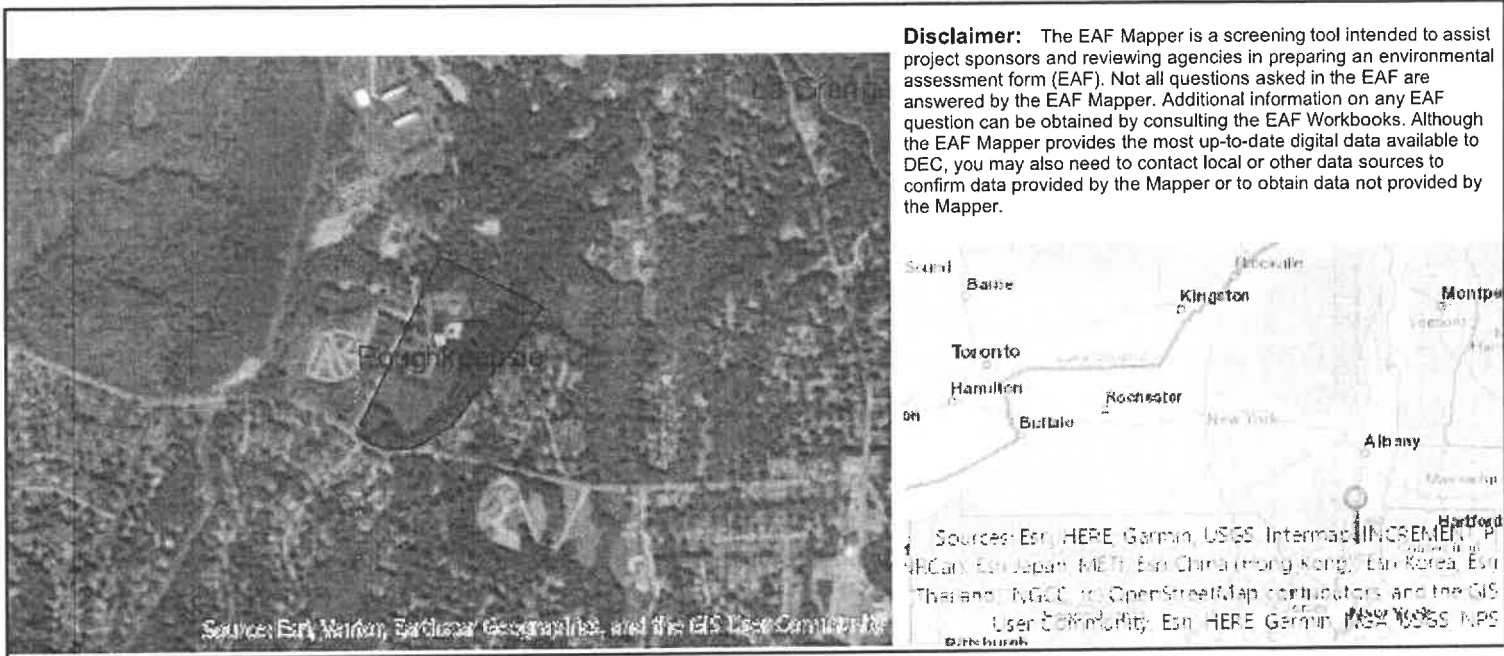
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name Town of Poughkeepsie Town Board Date January 6, 2026

Signature Michael A. Wetli, AICP Title Director of Municipal Development



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer

E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Indiana Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:Kenyon House, Eligible property:IBM-Research Facility Poughkeepsie Day School
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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

Agency Use Only [If applicable]
 Project : Acquisition of a portion of PDS for Town H
 Date : January 30, 2026

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

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

Tips for completing Part 2:

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

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

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

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

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

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

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater NO YES

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.
(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

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

5. Impact on Flooding NO YES

The proposed action may result in development on lands subject to flooding.
(See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

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

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

11. Impact on Open Space and Recreation NO YES

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

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

12. Impact on Critical Environmental Areas NO YES

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

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

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

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

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

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

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

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

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

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)
If "Yes", answer questions a - m. If "No", go to Section 17.

NO

YES

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

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans.
 (See Part 1. C.1, C.2. and C.3.)
 If "Yes", answer questions a - h. If "No", go to Section 18.

NO YES

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

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character.
 (See Part 1. C.2, C.3, D.2, E.3)
 If "Yes", answer questions a - g. If "No", proceed to Part 3.

NO YES

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

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

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

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

Reasons Supporting This Determination:

To complete this section:

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

Please see the attached "Reasons Supporting This Determination."

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

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

Upon review of the information recorded on this EAF, as noted, plus this additional support information including the attached "Reasons Supporting This Determination" and the intersection traffic analysis letter prepared by JMC (dated January 30, 2026)

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

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

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

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

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

Name of Action: Acquisition of a portion of the Poughkeepsie Day School (PDS) property for use as a Town Hall and recreation facility.

Name of Lead Agency: Town of Poughkeepsie Town Board

Name of Responsible Officer in Lead Agency: Rebecca Edwards

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency: _____ Date: February 4, 2026

Signature of Preparer (if different from Responsible Officer) Michael A. Welti _____ Date: January 30, 2026

For Further Information:

Contact Person: Rebecca Edwards

Address: One Overocker Road, Poughkeepsie, NY 12603

Telephone Number: 845-485-3607

E-mail: redwards@TownofPoughkeepsie-ny.gov

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

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

Other involved agencies (if any)

Applicant (if any)

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

FULL ENVIRONMENTAL ASSESSMENT FORM (FULL EAF) PART 3

Acquisition of a portion of the Poughkeepsie Day School (PDS) property for use as a Town Hall and recreation facility.

Reasons Supporting This Determination:

The Poughkeepsie Day School has been located on this Boardman Road property for about 30 years. For many years, the school utilized both the Gilkeson building and a separate, smaller building on the site (the Kenyon House) for educational purposes. Over the last few years, as enrollment declined and the school struggled through the COVID-19 pandemic, only the Gilkeson Building has been used. The school, with a smaller population of students and faculty, now intends to move into the Kenyon House, and to sell the Gilkeson Building and the recreation fields.

As noted in Part 1, the proposed action is the acquisition of a portion of the Poughkeepsie Day School (PDS) property for use as a Town Hall and recreation facility. The Town of Poughkeepsie will enter into a purchase and sale agreement with the Poughkeepsie Day School (PDS) with the intent of acquiring an approximately 30.7-acre portion of the PDS property for this use. The property to be acquired by the Town includes the Gilkeson Building, sports fields, a solar array, and a cellular tower; and it is shown as Lots 1 and 3 on a proposed subdivision map conditionally approved by the Town of Poughkeepsie Planning Board on October 16, 2025. Once acquired, the property will be used for Town Hall offices, meeting rooms, and associated facilities, indoor and outdoor recreation programs, and related municipal and community uses. Some renovation of the Gilkeson Building for these purposes, within its existing footprint, is anticipated.

Because the proposed action will involve the renovation and reuse of an existing building within its current footprint, with no new construction proposed and only very limited modifications to the site required, the potential environmental impacts of this action are few. The only potential impact identified in Part 2 of this Full EAF results from the reactivation of this space to its full potential. Use of the Gilkeson Building and the associated fields as a Town Hall and community/recreation facility will increase the number of vehicle trips to and from the site over existing conditions because it has been several years since the site was fully utilized. Conservatively, we have responded "yes" to question 13 in the Part 2 related to the impact on transportation - "The proposed action may result in a change to existing transportation systems." However, based on a closer review including an intersection traffic analysis prepared for the Town by our traffic engineering consultant (JMC), we are able to respond "No, or small impact may occur" to sub-questions a-f under number 13. The traffic analysis, attached, looks at the intersection of Boardman Road and Spackenkill Road (NYS Route 113).

The intersection analysis compared the "No Build" conditions in 2027 to the "Build" conditions in 2027 (the year that Town offices would occupy the Gilkeson Building under the proposed action). In both conditions, the intersection will operate at an overall Level of Service (LOS) of F in the peak AM hour. This conclusion is consistent with observations from the public - the intersection is already considered a problem at peak times today. Not surprisingly, adding even the modest number of trips generated by full activation of the site for the Town's proposed facility will add some delay to this already failing intersection. The analysis also shows a small increase in delay during the peak PM hour under the "Build" condition; but this overall LOS in the peak PM hour never gets worse than a LOS C.

The intersection analysis also considered a potential improvement that could be implemented to improve operations - traffic signal timing adjustments. With the proposed timing adjustments, operations at the intersection would improve under the "Build" condition, performing better than the intersection would operate under the "No Build" condition in 2027. With the timing improvements, the intersection will function at an overall LOS D or better at all times. The Town will coordinate with the NYSDOT to recommend the traffic signal timing improvement for the State's review and implementation, if warranted by the State.

It is the Town Board's conclusion that the proposed action will not have a significant adverse environmental impact; and, therefore, the Board issues a Negative Declaration.



Site Planning
Civil Engineering
Landscape Architecture
Land Surveying
Transportation Engineering

Environmental Studies
Entitlements
Construction Services
3D Visualization
Laser Scanning

January 30, 2026

Mr. Michael Welti, AICP
Director of Municipal Development
Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, NY 12603

RE: JMC Project 26003
Town of Poughkeepsie Office Relocation
244 Boardman Road
Town of Poughkeepsie, New York

Intersection Traffic Analysis

Dear Michael,

We have prepared this letter to revise our previous traffic analysis as it relates to the potential relocation of Town of Poughkeepsie offices to a new location on Boardman Road.

The Town currently has offices located at 1 Overocker Road which has a building area of 23,280 square feet. The Town is seeking to relocate the office from the 1 Overocker Road location to a new location at 244 Boardman Road which is currently home to the Poughkeepsie Day School. The Town would acquire the Gilkeson Building and the adjoining athletic fields for use as a Town Hall and Community/Recreation Facility. The Poughkeepsie Day School is proposed to remain on the site; however, the school would be relocated to the Kenyon House, another building on the subdivided property.

Under proposed conditions, the Town offices occupying the 1 Overocker Road location would have a larger space totaling 32,712 square feet. Additionally, the Town proposes a 4,011 square foot theater, a 6,752 square foot community space, and a 12,609 square foot gymnasium at the 244 Boardman Road property. Use of the community/recreation facility spaces, including the theater, community rooms, and gymnasium, is anticipated to be spread out over a wider variety of days/times (including evenings and Saturdays) than standard Town Hall hours.

Our intersection traffic analysis is summarized below.

A. Base Conditions (2022 counts)

The Boardman Road property is currently developed with two buildings and contains the Poughkeepsie Day School. Access to the property is currently provided via 5 curb cuts along Boardman Road. There are three two-way driveways, one entrance only driveway and one exit only driveway.

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

Boardman Road intersects Spackenkill Road (NY 113) south of the existing site driveways. Spackenkill Road provides one approach lane in each direction with shared turns onto Boardman Road. Boardman Road provides one approach lane with shared turns onto Spackenkill Road. The intersection is controlled by an existing traffic signal. The Boardman Road approach prohibits right turns on red.

In order to assess base traffic conditions in the vicinity of the property, manual traffic counts were conducted at the Spackenkill Road and Boardman Road intersection. Traffic counts were conducted on Tuesday, June 7, 2022 at the Spackenkill Road and Boardman Road intersection. The counts were conducted from 7:00 to 9:00 AM as well as from 2:00 to 6:00 PM. The counts were conducted while local schools were in session. The counted volumes were reviewed to determine the peak morning and afternoon hours. The peak weekday AM hour occurred from 7:30-8:30 AM and the peak weekday PM hour occurred from 3:30-4:30 PM.

We understand that the Our Lady of Lourdes High School is located approximately 0.3 miles north of the subject property along Boardman Road. The count periods mentioned above consider the arrival and departure time periods for the high school. When reviewing an afternoon peak hour during the school's dismissal, the counted peak hour volumes are approximately 10% less than the counted peak hour volumes which occurred between 3:30 and 4:30 PM. For this reason, the higher peak hour volumes between 3:30 and 4:30 PM were utilized in the weekday afternoon analysis.

We compared the counted peak hour volumes to record New York State Department of Transportation (NYSDOT) volume data. The counted peak weekday AM hour volumes were higher than the record NYSDOT volumes; however, the counted peak weekday PM hour volumes were lower than the NYSDOT volumes. Our office increased the peak weekday PM hour volumes to be consistent with the record NYSDOT volumes. The adjusted peak hour volumes at the intersection are shown on the attached Figures 1 and 2. The peak hour volumes consider 2021/2022 enrollment at the Poughkeepsie Day School.

Intersection capacity analyses were computed for the studied intersection utilizing Synchro software developed based on the methodologies of the Highway Capacity Manual 6th Edition. Vehicular delays are identified as levels of service, which represent a range of average seconds delay per vehicle, with level of service A (less than or equal to 10 seconds) representing the shortest delays and level of service F being the longest delays (greater than 80 seconds). If the volume-to-capacity ratio (v/c) is greater than 1.0, the level of service is considered an F, even if the delays are lower than 80 seconds. The intersection operations under base conditions are depicted in Tables 2 and 3.

During the peak weekday AM hour, the overall intersection operated at a level of service E. The Spackenkill Road eastbound approach operated at a v/c ratio of 0.99 and a level of service E with a delay of 57.1 seconds. The Spackenkill Road westbound approach operated over capacity at a v/c ratio of 1.05 and a level of service F with a delay of 65.2 seconds. The Boardman Road approach operated at a level of service C.

During the peak weekday PM hour, the overall intersection operated at a level of service B. The Spackenkill Road eastbound approach operated at a level of service A while the Spackenkill

Road westbound approach operated at a level of service B. The Boardman Road approach operated at a level of service D having a delay of 36.4 seconds.

B. No-Build Conditions

In order to project future traffic increases to the 2027 design year, the base volumes were increased by a general growth rate of 1.0% per year compounded annually. Based on discussions with the Town, there are no significant developments to consider in the vicinity of the subject property. The resulting volumes are the 2027 no-build volumes which represent traffic volumes in 2027 without the redevelopment of the property for the Town office relocation. The 2027 no-build volumes consider the Poughkeepsie Day School has the same student enrollment as considered in the base conditions. The intersection operations under no-build conditions are depicted in Tables 2 and 3.

During the peak weekday AM hour, the overall intersection is projected to increase in delay to operate at a level of service F having a delay of 103.1 seconds. The Spackenkill Road eastbound approach is projected to operate overcapacity at a v/c ratio of 1.30 and a level of service F with a delay of 172.3 seconds. The Spackenkill Road westbound approach is projected to increase in delay to operate overcapacity at a v/c ratio of 1.11 and a level of service F with a delay of 86.5 seconds. The Boardman Road approach is projected to operate at the same level of service as base conditions.

During the peak weekday PM hour, the overall intersection is projected to operate at the same level of service as base conditions. The Spackenkill Road eastbound approach is projected to increase in delay to operate at a level of service B. All other turning movements at the Spackenkill Road and Boardman Road intersection under no-build conditions are projected to operate at the same levels of service as base conditions.

C. Build Conditions

As previously mentioned, the Town seeks to relocate their office location to the 244 Boardman Road property.

In order to project traffic volumes for the proposed Town offices, traffic counts were conducted at the existing Town offices location at 1 Overocker Road. The traffic counts were conducted on Wednesday, June 8, 2022 between 7:00 and 9:00 AM as well as between 3:00 and 5:00 PM. The projected traffic volumes for the proposed Town offices were based on the counted peak hour volumes which were increased proportionally based on square footage. Since shows at the proposed theater are anticipated to be primarily held in the evenings and on weekends when most of the town offices are closed, additional traffic volumes are not anticipated during the peak weekday AM and PM hours analyzed. Traffic volumes for the proposed community space and gymnasium have been projected based on information published by the Institute of Transportation Engineers (ITE) in its publication "Trip Generation Manual, 12th Edition". The proposed community space and gymnasium are anticipated to be utilized more in the evening and weekends when the Town offices would be closed; however, we have considered the traffic volumes associated with these uses to provide a conservative analysis.

As shown in Table 1, the proposed Town office relocation redevelopment is anticipated to generate 104 and 127 traffic volumes during the peak weekday AM and PM hours, respectively.

The primary volumes were routed through the studied intersection based on their anticipated arrival and departure routes. The site related traffic distribution and volumes are shown on attached Figures 5 thru 7. Adding the redevelopment related traffic to the 2027 no-build volumes results in 2027 Build Volumes which reflect projected volumes after completion of the Town office relocation. The 2027 Build Volumes are shown on attached Figures 8 and 9. As a reminder, 2027 build volumes consider the Poughkeepsie Day School has the same student enrollment as considered in the base conditions. Intersection capacity analysis for the base, no-build and build conditions are attached. The intersection operations under build conditions are depicted in Tables 2 and 3.

As shown on Table 2, the analyzed movements under build conditions are projected to operate at the same levels of service as projected for no-build conditions during the peak weekday AM hour. The overall intersection and the Spackenkill Road approaches are projected to operate at a level of service F which is the same as no-build; however, these movements are projected to have a substantial increase in delay under build conditions. The Spackenkill Road eastbound approach is projected to have a delay of 443.4 seconds while the Spackenkill Road westbound approach is projected to have a delay of 110.1 seconds under build conditions. The overall intersection is projected to have a delay of 192.9 seconds under build conditions.

As shown on Table 3, the Boardman Road approach under build conditions is projected to operate at the same level of service as projected for no-build conditions during the peak weekday PM hour. The overall intersection and the Spackenkill Road approaches are projected to increase in delay from a level of service B under no-build conditions to a level of service C under build conditions.

D. Build Conditions with Improvement

Due to the substantial increases in delays at the intersection during the peak weekday AM hour, our office reviewed a potential improvement that could be implemented to improve operations.

We reviewed the implementation of traffic signal timing improvements at the intersection. During the morning peak hour, the timing modifications involve increasing the cycle length by 5 seconds to have a cycle length of 90 seconds which is consistent with other times of the day. The Spackenkill Road eastbound protected left turn phase would have a split of 10 seconds and the Boardman Road phase would have a split of 20 seconds while the remaining time would be given to the Spackenkill Road common phase. During the afternoon peak hour, the timing improvements involve shifting 10 seconds of green time from the Boardman Road phase to the Spackenkill Road common phase.

We analyzed the intersection of Spackenkill Road and Boardman Road under build conditions with the potential traffic signal timing improvements. Intersection capacity analyses with the potential improvements have been attached and the intersection operations under build conditions with the potential improvements are depicted in Tables 2 and 3.

During the peak weekday AM hour, the overall intersection under build conditions with the potential improvement is projected to reduce in delay by 48.2 seconds from a level of service F under no-build conditions to a level of service D under build conditions with the improvement. The overall delay with the improvement represents a 47% reduction in the delay compared to no-build conditions. The overall delay with the improvement is less than the overall delay experienced under base conditions. The Spackenkill Road eastbound approach is projected to reduce delay by 67.9 from no-build conditions to build conditions with the improvement. The Spackenkill Road westbound approach is projected to reduce delay by 57.7 seconds from a level of service F under no-build conditions to a level of service C under build conditions with the improvement. The Boardman Road approach is projected to increase in delay from a level of service C under no-build conditions to a level of service E under build conditions with the improvement.

During the peak weekday PM hour, overall intersection under build conditions with the potential improvement is projected to increase in delay by 6.5 seconds from a level of service B under no-build conditions to a level of service C under build conditions with the improvement. The improvement represents reduced overall delay at the intersection compared to build conditions without the improvement.

Based on our analysis, the overall operations in 2027 at the intersection with the relocation of Town offices and the signal timing improvements are projected to improve compared to operations in 2027 without the relocation of Town offices and signal improvements during the peak weekday AM hour. The Town would be willing to coordinate with the NYSDOT to recommend the traffic signal timing improvement for the State's review and implementation, if warranted by the State. As shown in our analysis, our office recommends the traffic signal timing improvements to mitigate the impacts from the Town's potential office relocation.

Sincerely,

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC



Marc Petrero, PE, PTOE
Senior Project Manager

Table I

Development Volumes

Description	Peak Weekday AM Hour			Peak Weekday PM Hour		
	Enter	Exit	Total	Enter	Exit	Total
Proposed 32,712 S.F. Town Offices from I Overocker Road Location Driveway Volumes	51	14	65	18	53	71
Proposed 6,752 S.F. Community Space and 12,609 S.F. Gymnasium Driveway Volumes (ITE Code 495) ⁽¹⁾	26	13	39	27	29	56
Total Proposed Driveway Volumes	77	27	104	45	82	127

Notes:

(1) Trip generation is based on Institute of Transportation Engineers (ITE) Trip Generation Manual, 12th Edition.

TABLE 2***INTERSECTION OPERATIONS-PEAK WEEKDAY AM HOUR***

INTERSECTION	APPROACH	LANE GROUP	2022 BASE			2027 NO BUILD			2027 BUILD		
			V/C ⁽¹⁾	DELAY ⁽²⁾	LOS ⁽³⁾	V/C ⁽¹⁾	DELAY ⁽²⁾	LOS ⁽³⁾	V/C ⁽¹⁾	DELAY ⁽²⁾	LOS ⁽³⁾
I. Spackenkill Road & Boardman Road (Signalized)	EASTBOUND (Spackenkill Rd)	LEFT/THRU	0.99	57.1	E	1.30	172.3	F	1.91	443.4	F
	WESTBOUND (Spackenkill Rd)	THRU/RIGHT	1.05	65.2	E	1.11	86.5	F	1.17	110.1	F
	SOUTHBOUND (Boardman Rd)	LEFT/RIGHT	0.62	32.2	C	0.63	32.3	C	0.66	33.0	C
	INTERSECTION	COMPOSITE	-	58.7	E	-	103.1	F	-	192.9	F
IA. Spackenkill Road & Boardman Road (Signalized w/ Timing Improvements)	EASTBOUND (Spackenkill Rd)	LEFT/THRU							1.14	104.4	F
	WESTBOUND (Spackenkill Rd)	THRU/RIGHT		N/A			N/A		0.91	28.8	C
	SOUTHBOUND (Boardman Rd)	LEFT/RIGHT							0.85	65.4	E
	INTERSECTION	COMPOSITE							-	54.9	D

Notes:

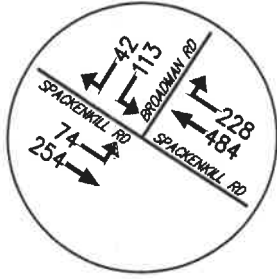
- (1) V/C represents volume/capacity ratio
- (2) Delay is average seconds delay per vehicle
- (3) LOS represents level of service

TABLE 3***INTERSECTION OPERATIONS-PEAK WEEKDAY PM HOUR***

INTERSECTION	APPROACH	LANE GROUP	2022 BASE			2027 NO BUILD			2027 BUILD		
			V/C ⁽¹⁾	DELAY ⁽²⁾	LOS ⁽³⁾	V/C ⁽¹⁾	DELAY ⁽²⁾	LOS ⁽³⁾	V/C ⁽¹⁾	DELAY ⁽²⁾	LOS ⁽³⁾
I. Spackenkill Road & Boardman Road (Signalized)	EASTBOUND (Spackenkill Rd)	LEFT/THRU	0.57	9.9	A	0.63	11.4	B	0.81	21.4	C
	WESTBOUND (Spackenkill Rd)	THRU/RIGHT	0.64	16.9	B	0.67	18.2	B	0.73	22.2	C
	SOUTHBOUND (Boardman Rd)	LEFT/RIGHT	0.69	36.4	D	0.70	36.7	D	0.76	38.1	D
	INTERSECTION	COMPOSITE	-	17.0	B	-	18.3	B	-	24.9	C
IA. Spackenkill Road & Boardman Road (Signalized w/ Timing Improvements)	EASTBOUND (Spackenkill Rd)	LEFT/THRU							0.81	20.6	C
	WESTBOUND (Spackenkill Rd)	THRU/RIGHT		N/A			N/A		0.73	21.1	C
	SOUTHBOUND (Boardman Rd)	LEFT/RIGHT							0.76	41.3	D
	INTERSECTION	COMPOSITE							-	24.8	C

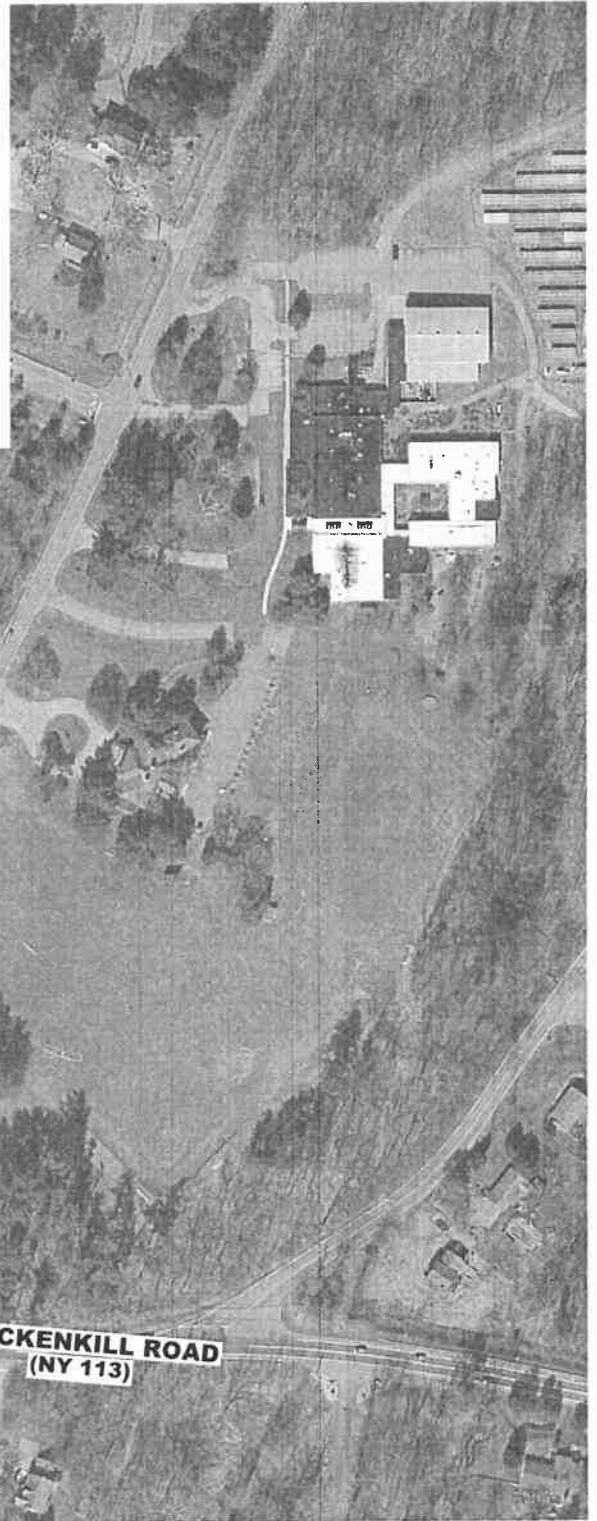
Notes:

- (1) V/C represents volume/capacity ratio
- (2) Delay is average seconds delay per vehicle
- (3) LOS represents level of service



1

**SPACKENKILL ROAD AND
BOARDMAN ROAD**



TOWN OF POUGHKEEPSIE OFFICE RELOCATION

244 BOARDMAN ROAD

POUGHKEEPSIE, NY, 12603

2022 BASE VOLUMES

PEAK WEEKDAY AM HOUR (7:30 AM - 8:30 AM)

DATE: 01/2026

JMC PROJECT: 22066

FIGURE: 01

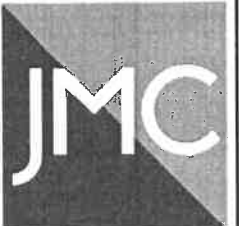
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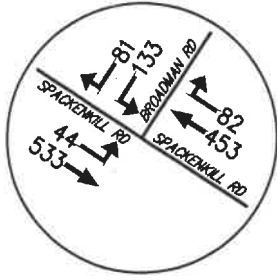
120 BEDFORD RD
ARMONK
NY 10504

(914) 273-5225
fax 273-2102

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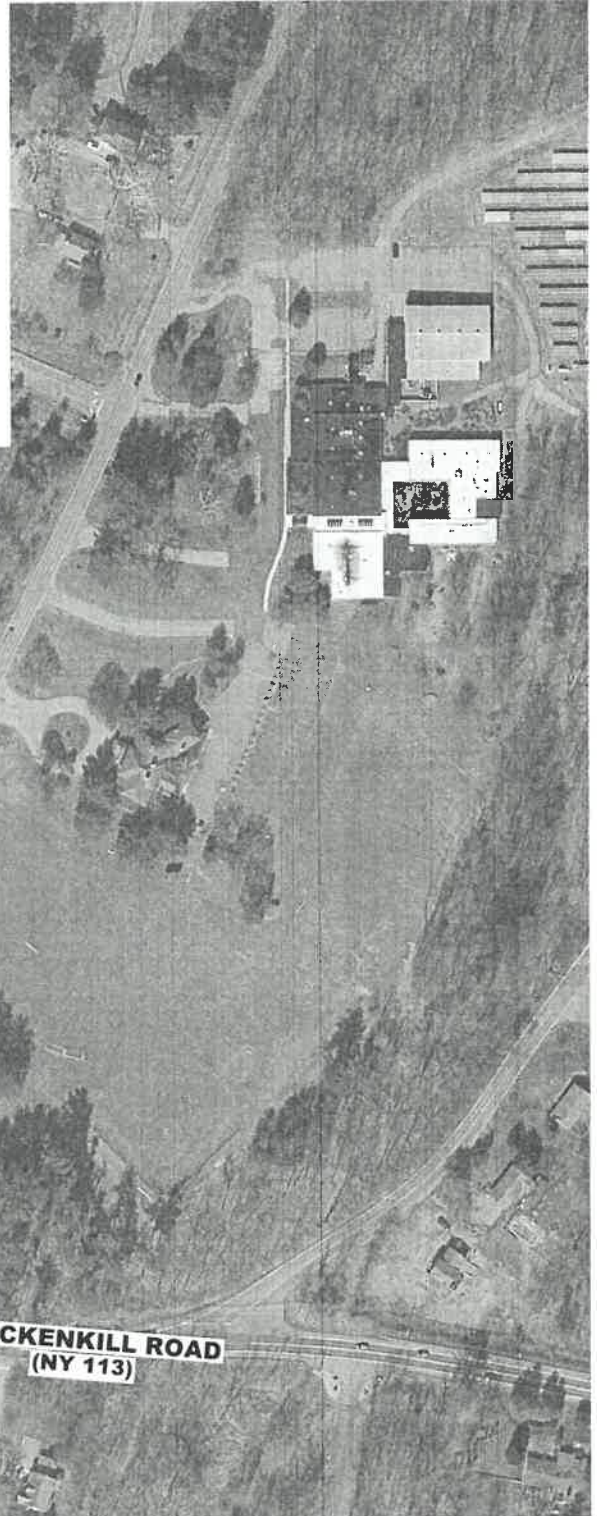


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**SPACKENKILL ROAD AND
BOARDMAN ROAD**



TOWN OF POUGHKEEPSIE OFFICE RELOCATION

244 BOARDMAN ROAD

POUGHKEEPSIE, NY, 12603

2022 BASE VOLUMES

PEAK WEEKDAY PM HOUR (3:30 PM - 4:30 PM)

DATE: 01/2026

JMC PROJECT: 22066

FIGURE: 02

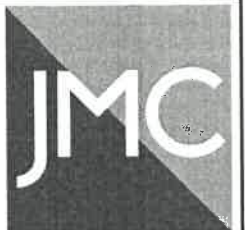
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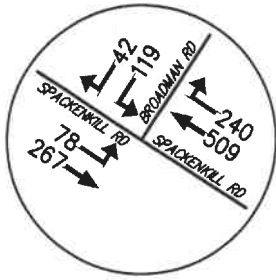
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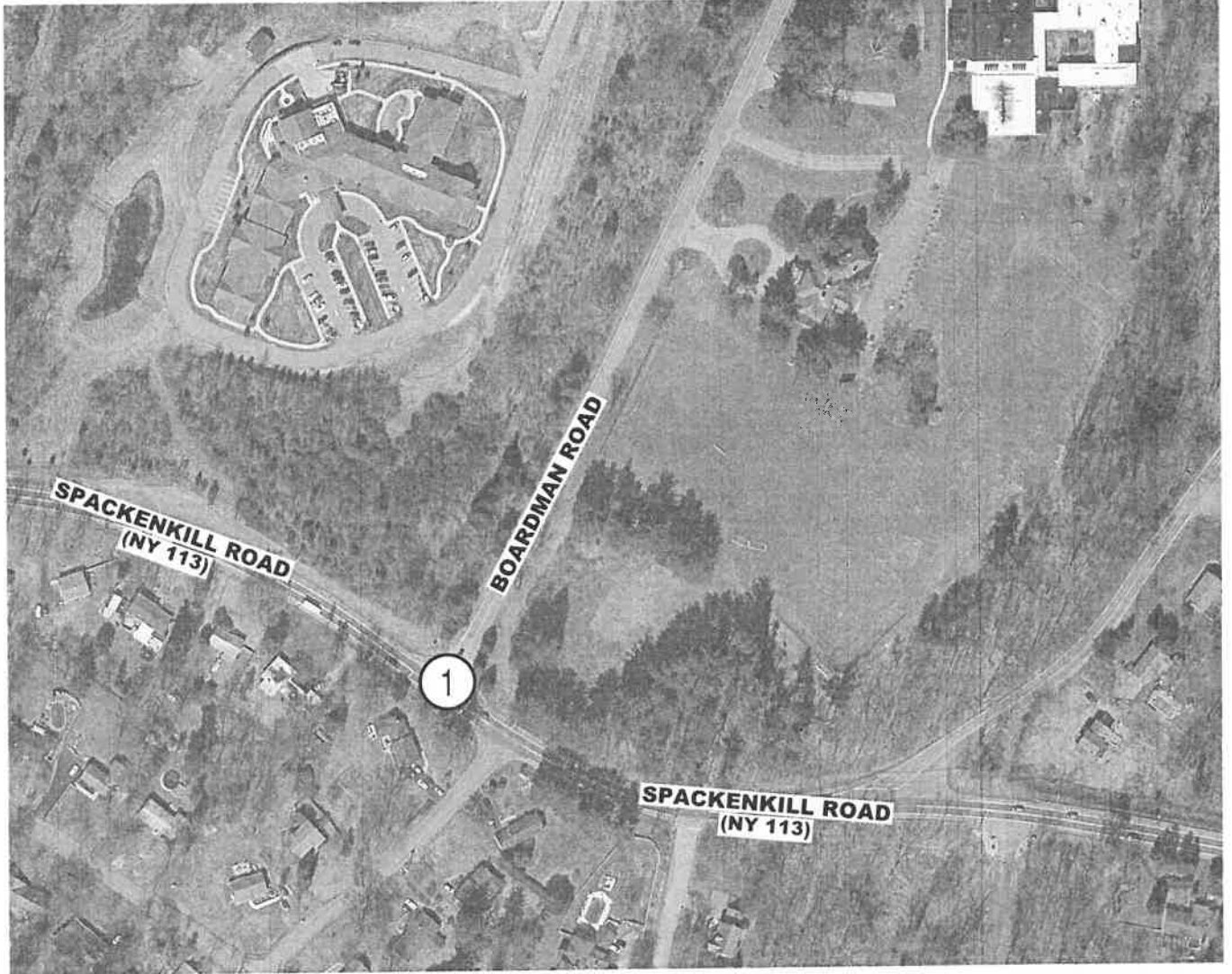


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SPACKENKILL ROAD AND BOARDMAN ROAD



TOWN OF POUGHKEEPSIE OFFICE RELOCATION

244 BOARDMAN ROAD

POUGHKEEPSIE, NY, 12603

2027 NO BUILD VOLUMES

PEAK WEEKDAY AM HOUR (7:30 AM - 8:30 AM)

DATE: 01/2026

JMC PROJECT: 22066

FIGURE: 03

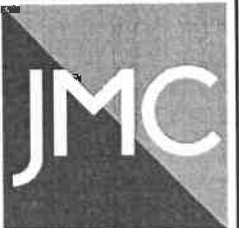
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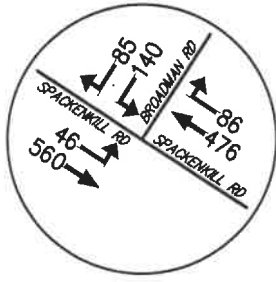
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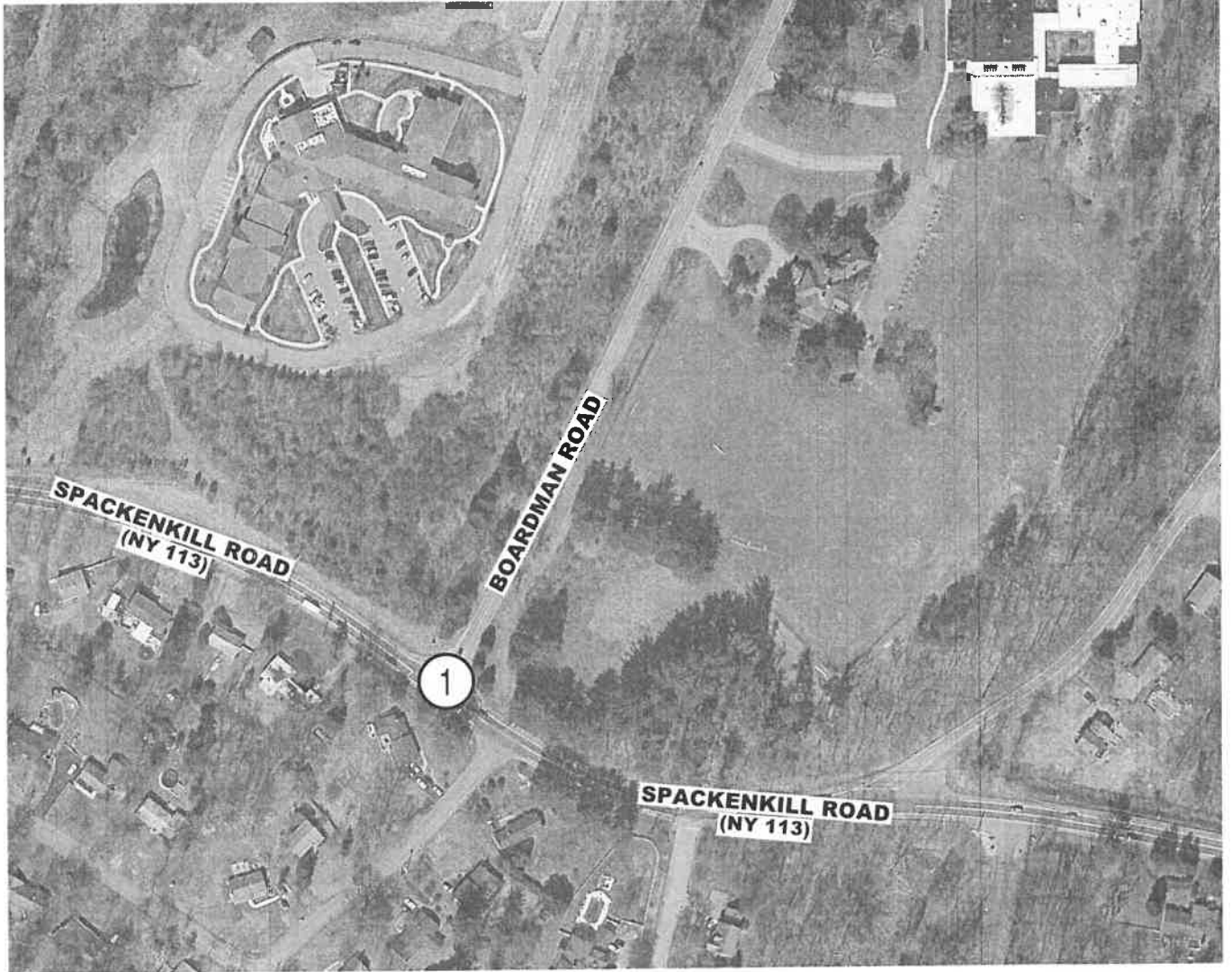


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BOARDMAN ROAD**



TOWN OF POUGHKEEPSIE OFFICE RELOCATION

244 BOARDMAN ROAD

POUGHKEEPSIE, NY, 12603

2027 NO BUILD VOLUMES

PEAK WEEKDAY PM HOUR (3:30 PM - 4:30 PM)

DATE: 01/2026

JMC PROJECT: 22066

FIGURE: 04

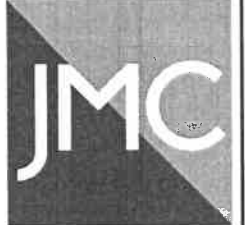
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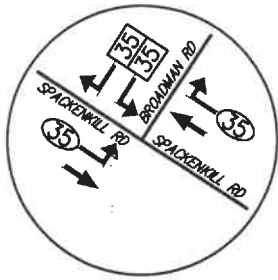
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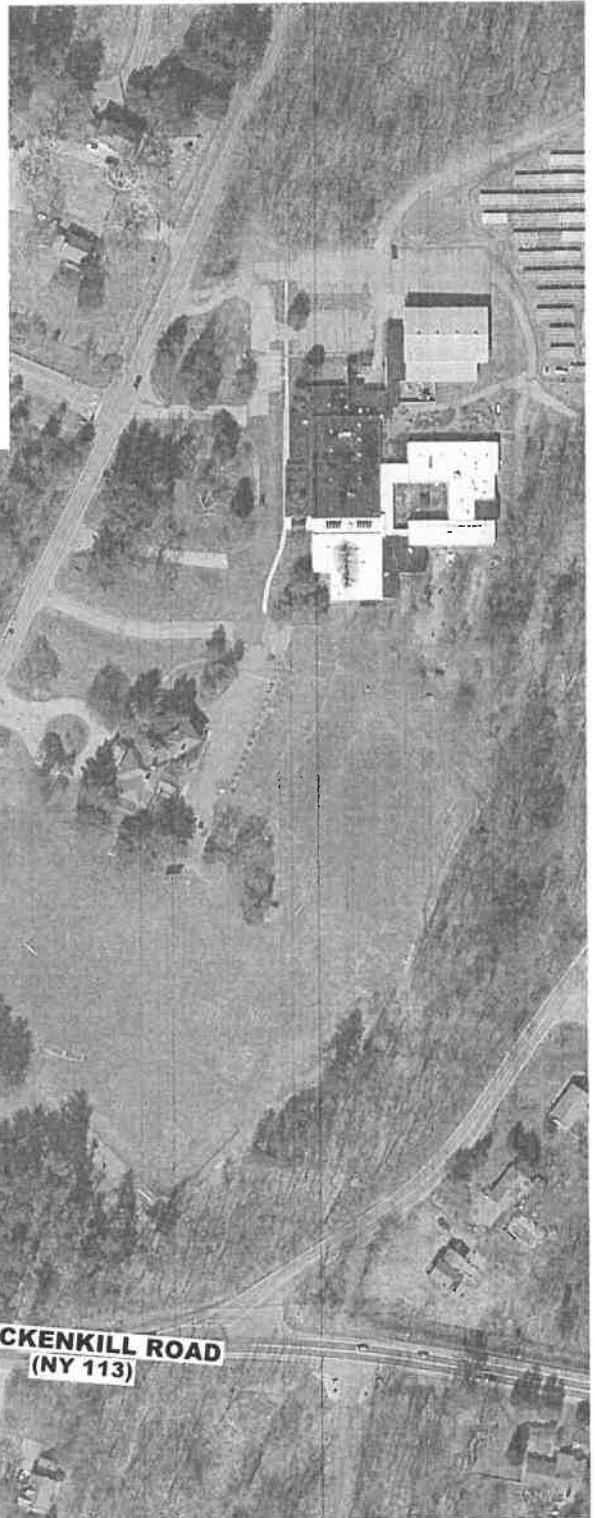
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LEGEND
 % ENTERING
 % EXITING

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**SPACKENKILL ROAD AND
 BOARDMAN ROAD**



TOWN OF POUGHKEEPSIE OFFICE RELOCATION
 244 BOARDMAN ROAD TOWN OF POUGHKEEPSIE, NY

PRIMARY TRIP DISTRIBUTIONS

DATE: 01/2026

JMC PROJECT: 26003

FIGURE: 05

SCALE: 1" = 250'



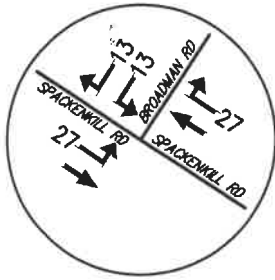
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 NY 10504

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 fax 273-2102

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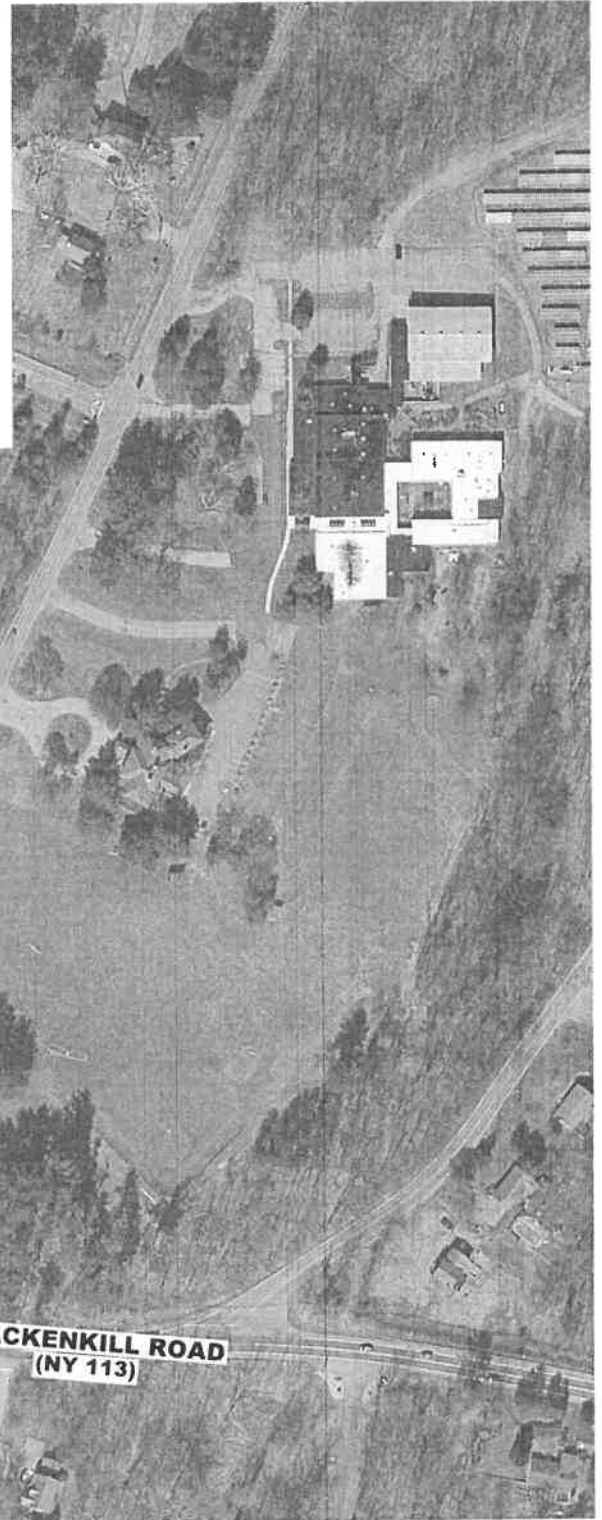
JMC

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**SPACKENKILL ROAD AND
BOARDMAN ROAD**



TOWN OF POUGHKEEPSIE OFFICE RELOCATION

244 BOARDMAN ROAD

POUGHKEEPSIE, NY, 12603

PRIMARY VOLUMES

PEAK WEEKDAY AM HOUR

DATE: 01/2026

JMC PROJECT: 22066

FIGURE: 06

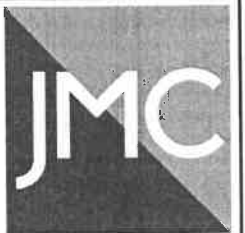
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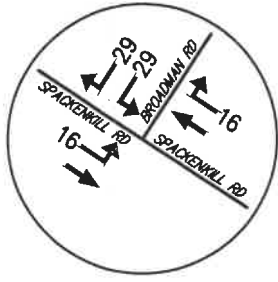
120 BEDFORD RD
ARMONK
NY 10504

(914) 273-5225
fax 273-2102

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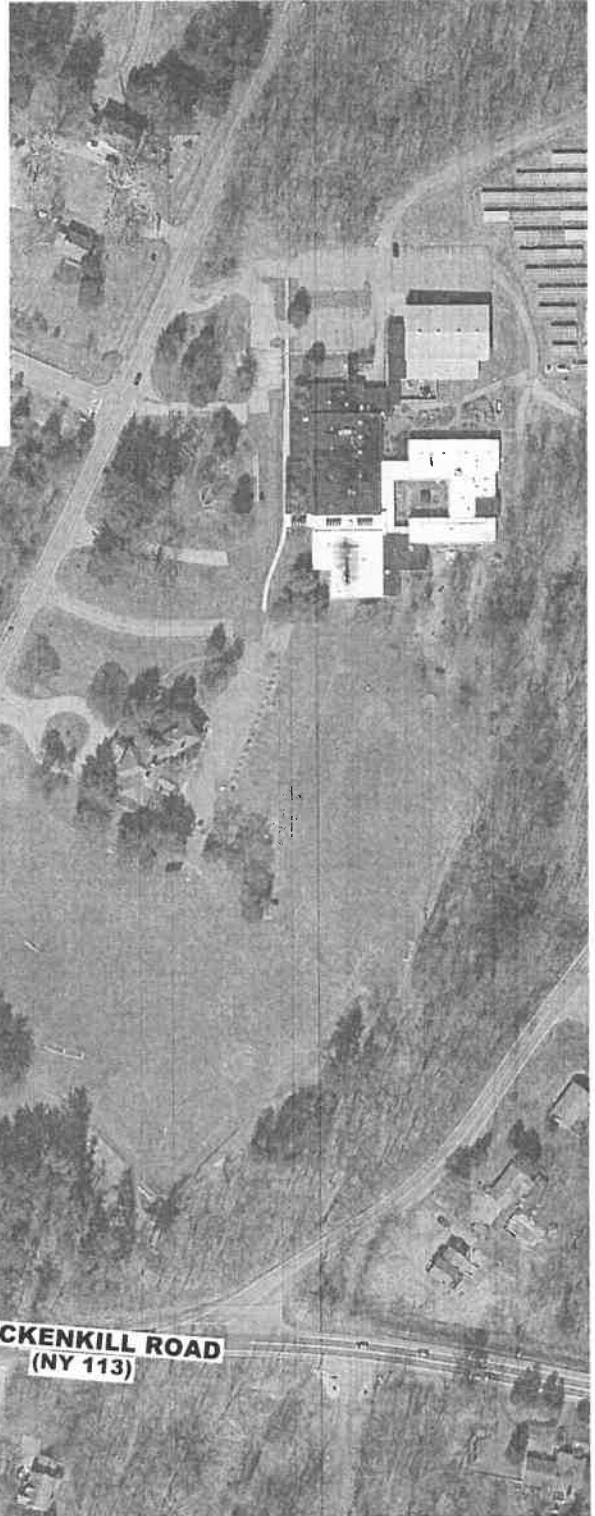


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1

**SPACKENKILL ROAD AND
BOARDMAN ROAD**



TOWN OF POUGHKEEPSIE OFFICE RELOCATION

244 BOARDMAN ROAD

POUGHKEEPSIE, NY, 12603

PRIMARY VOLUMES

PEAK WEEKDAY PM HOUR

DATE: 01/2026

JMC PROJECT: 22066

FIGURE: 07

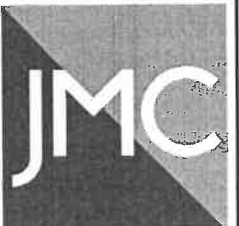
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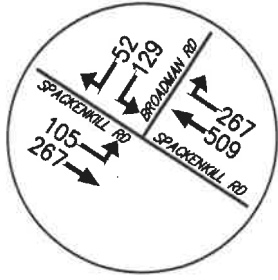
120 BEDFORD RD
ARMONK
NY 10504

(914) 273-5225
fax 273-2102

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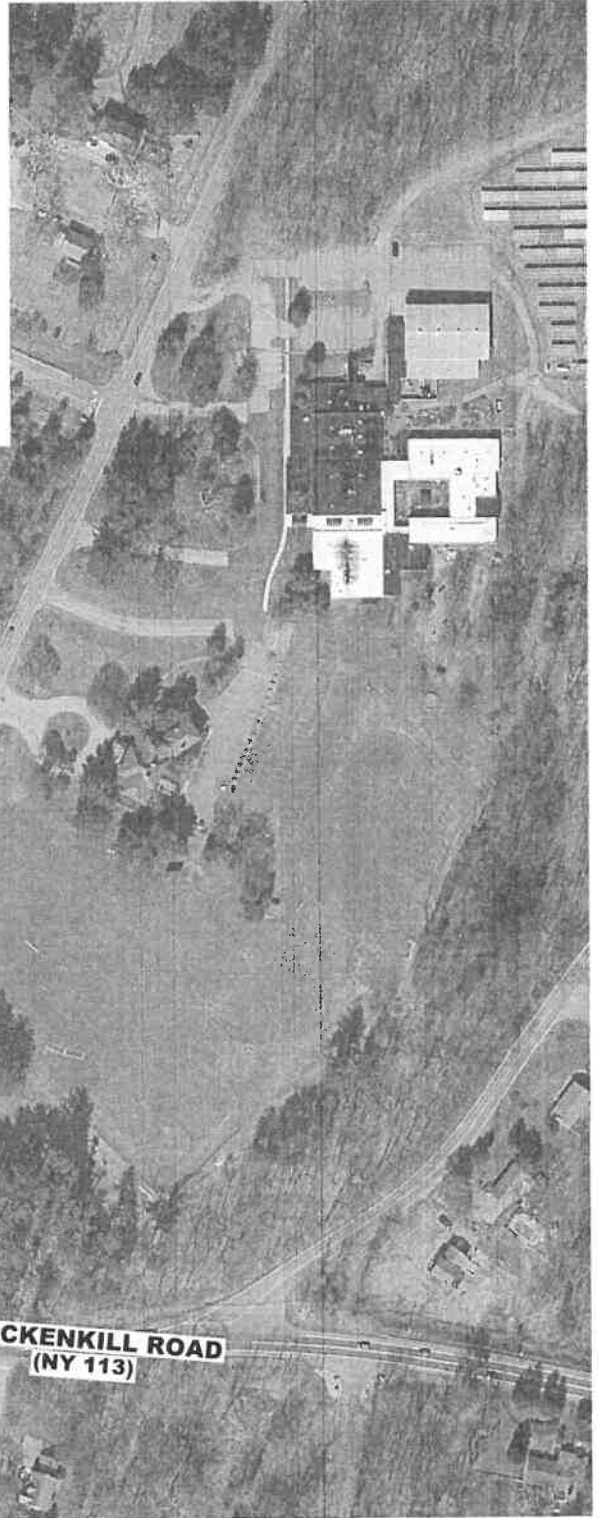


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1

**SPACKENKILL ROAD AND
BOARDMAN ROAD**



TOWN OF POUGHKEEPSIE OFFICE RELOCATION
244 BOARDMAN ROAD POUGHKEEPSIE, NY, 12603

2027 BUILD VOLUMES
PEAK WEEKDAY AM HOUR (7:30 AM - 8:30 AM)
DATE: 01/2026 JMC PROJECT: 22066

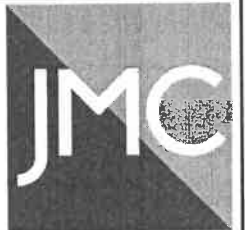
FIGURE: 08 SCALE: 1" = 250'



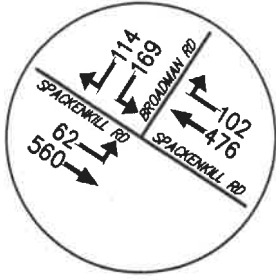
120 BEDFORD RD
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NY 10504

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fax 273-2102

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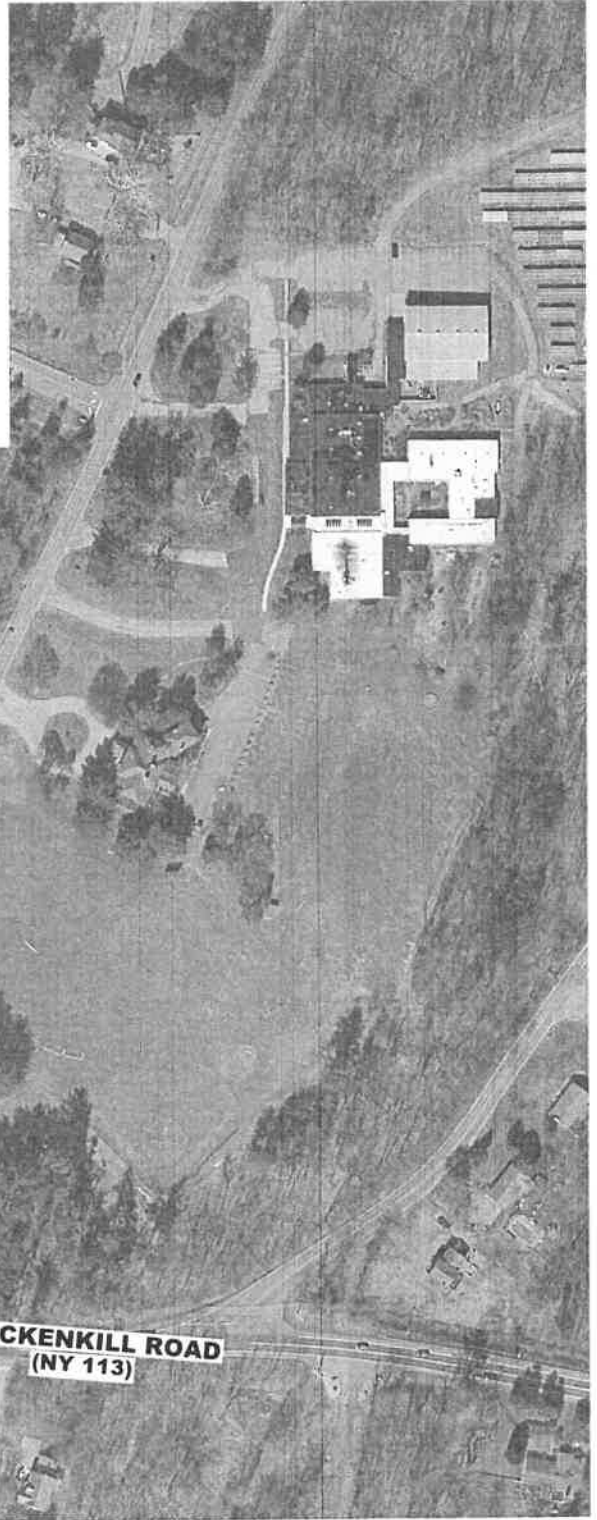


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1

**SPACKENKILL ROAD AND
BOARDMAN ROAD**



TOWN OF POUGHKEEPSIE OFFICE RELOCATION
244 BOARDMAN ROAD POUGHKEEPSIE, NY, 12603

2027 BUILD VOLUMES

PEAK WEEKDAY PM HOUR (3:30 PM - 4:30 PM)

DATE: 01/2026

JMC PROJECT: 22066

FIGURE: 09

SCALE: 1" = 250'



120 BEDFORD RD
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NY 10504

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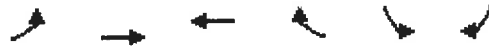
Lanes, Volumes, Timings
4: Spackenkill Road & Boardman Road

2022-BASE-AM
01/14/2026

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	74	254	484	228	113	42
Future Volume (vph)	74	254	484	228	113	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Grade (%)		6%	1%		1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frnt			0.957		0.963	
Flt Protected		0.989			0.965	
Satd. Flow (prot)	0	1627	1701	0	1678	0
Flt Permitted		0.301			0.965	
Satd. Flow (perm)	0	495	1701	0	1678	0
Right Turn on Red				Yes		No
Satd. Flow (RTOR)			31			
Link Speed (mph)		40	40		30	
Link Distance (ft)		1067	1289		819	
Travel Time (s)		18.2	22.0		18.6	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Heavy Vehicles (%)	19%	10%	7%	5%	5%	4%
Adj. Flow (vph)	93	318	605	285	141	53
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	411	890	0	194	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.01	1.01	1.01	1.01
Turning Speed (mph)	15			9	15	9
Number of Detectors	1	2	2		2	
Detector Template	Left					
Leading Detector (ft)	20	83	83		83	
Trailing Detector (ft)	0	-5	-5		-5	
Detector 1 Position(ft)	0	-5	-5		-5	
Detector 1 Size(ft)	20	40	40		40	
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex		CI+Ex	
Detector 1 Channel						
Detector 1 Extend (s)	0.0	6.0	6.0		2.0	
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	
Detector 2 Position(ft)		43	43		43	
Detector 2 Size(ft)		40	40		40	
Detector 2 Type		CI+Ex	CI+Ex		CI+Ex	
Detector 2 Channel						
Detector 2 Extend (s)		6.0	6.0		2.0	
Turn Type	pm+pt	NA	NA		Prot	
Protected Phases	1	6	2		8	
Permitted Phases	6					
Detector Phase	1	6	2		8	

Lanes, Volumes, Timings
 4: Spackenkill Road & Boardman Road

2022-BASE-AM
 01/14/2026

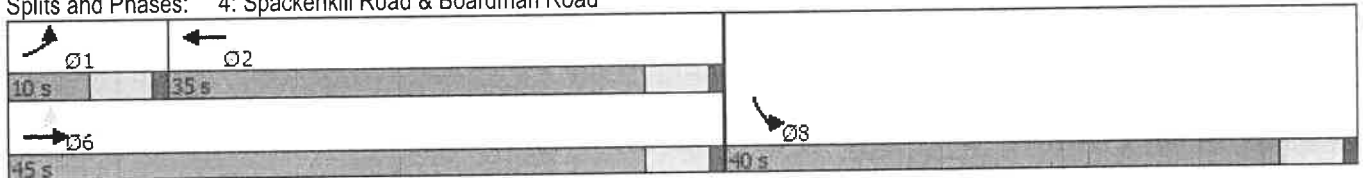


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Switch Phase						
Minimum Initial (s)	5.0	20.0	20.0		5.0	
Minimum Split (s)	10.0	25.0	25.0		10.0	
Total Split (s)	10.0	45.0	35.0		40.0	
Total Split (%)	11.8%	52.9%	41.2%		47.1%	
Maximum Green (s)	5.0	40.0	30.0		35.0	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	1.0	1.0	1.0		1.0	
Lost Time Adjust (s)		0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0		5.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	6.0	6.0		2.0	
Recall Mode	Max	Min	Min		None	
Act Effct Green (s)		40.1	30.1		11.5	
Actuated g/C Ratio		0.65	0.49		0.19	
v/c Ratio		0.99	1.05		0.62	
Control Delay		57.1	65.2		32.2	
Queue Delay		0.0	0.0		0.0	
Total Delay		57.1	65.2		32.2	
LOS		E	E		C	
Approach Delay		57.1	65.2		32.2	
Approach LOS		E	E		C	

Intersection Summary

Area Type: Other
 Cycle Length: 85
 Actuated Cycle Length: 61.6
 Natural Cycle: 70
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.05
 Intersection Signal Delay: 58.7
 Intersection Capacity Utilization 78.1%
 Analysis Period (min) 15
 Intersection LOS: E
 ICU Level of Service D

Splits and Phases: 4: Spackenkill Road & Boardman Road



Lanes, Volumes, Timings
4: Spackenkill Road & Boardman Road

2022-BASE-PM
01/14/2026



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Volume (vph)	44	533	453	82	133	81
Future Volume (vph)	44	533	453	82	133	81
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Grade (%)		6%	1%		1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00	1.00			
Frt			0.979		0.949	
Flt Protected		0.996			0.970	
Satd. Flow (prot)	0	1815	1779	0	1698	0
Flt Permitted		0.910			0.970	
Satd. Flow (perm)	0	1658	1779	0	1698	0
Right Turn on Red				Yes		No
Satd. Flow (RTOR)			12			
Link Speed (mph)		40	40		30	
Link Distance (ft)		1067	1289		819	
Travel Time (s)		18.2	22.0		18.6	
Confl. Peds. (#/hr)	1			1		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	3%	1%	4%	2%	4%	0%
Adj. Flow (vph)	48	579	492	89	145	88
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	627	581	0	233	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.01	1.01	1.01	1.01
Turning Speed (mph)	15			9	15	9
Number of Detectors	1	2	2		2	
Detector Template	Left					
Leading Detector (ft)	20	83	83		83	
Trailing Detector (ft)	0	-5	-5		-5	
Detector 1 Position(ft)	0	-5	-5		-5	
Detector 1 Size(ft)	20	40	40		40	
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex		CI+Ex	
Detector 1 Channel						
Detector 1 Extend (s)	0.0	6.0	6.0		2.0	
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	
Detector 2 Position(ft)		43	43		43	
Detector 2 Size(ft)		40	40		40	
Detector 2 Type		CI+Ex	CI+Ex		CI+Ex	
Detector 2 Channel						
Detector 2 Extend (s)		6.0	6.0		2.0	
Turn Type	pm+pt	NA	NA		Prot	
Protected Phases	1	6	2		8	

Lanes, Volumes, Timings
4: Spackenkill Road & Boardman Road

2022-BASE-PM
01/14/2026

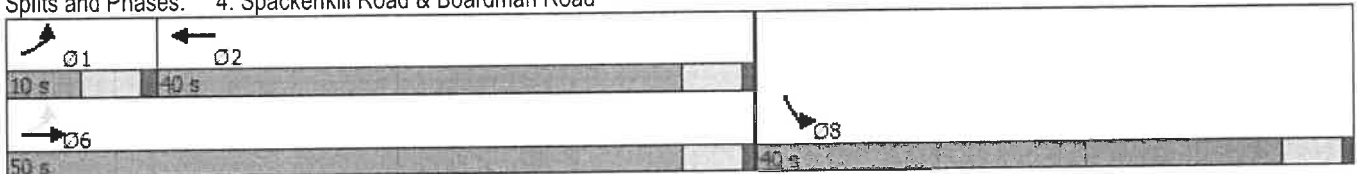


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Permitted Phases	6					
Detector Phase	1	6	2		8	
Switch Phase						
Minimum Initial (s)	5.0	20.0	20.0		5.0	
Minimum Split (s)	10.0	25.0	25.0		10.0	
Total Split (s)	10.0	50.0	40.0		40.0	
Total Split (%)	11.1%	55.6%	44.4%		44.4%	
Maximum Green (s)	5.0	45.0	35.0		35.0	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	1.0	1.0	1.0		1.0	
Lost Time Adjust (s)		0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0		5.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	6.0	6.0		2.0	
Recall Mode	Max	Min	Min		None	
Act Effct Green (s)		45.1	35.1		13.8	
Actuated g/C Ratio		0.65	0.51		0.20	
v/c Ratio		0.57	0.64		0.69	
Control Delay		9.9	16.9		36.4	
Queue Delay		0.0	0.0		0.0	
Total Delay		9.9	16.9		36.4	
LOS		A	B		D	
Approach Delay		9.9	16.9		36.4	
Approach LOS		A	B		D	

Intersection Summary










Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 68.9
 Natural Cycle: 60
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.69
 Intersection Signal Delay: 17.0
 Intersection Capacity Utilization 84.1%
 Analysis Period (min) 15
 Intersection LOS: B
 ICU Level of Service E

Splits and Phases: 4: Spackenkill Road & Boardman Road



Lanes, Volumes, Timings
4: Spackenkill Road & Boardman Road

2027-NB-AM
01/15/2026

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	78	267	509	240	119	42
Future Volume (vph)	78	267	509	240	119	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Grade (%)		6%	1%		1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frnt			0.957		0.965	
Flt Protected		0.989			0.964	
Satd. Flow (prot)	0	1627	1701	0	1679	0
Flt Permitted		0.215			0.964	
Satd. Flow (perm)	0	354	1701	0	1679	0
Right Turn on Red				Yes		No
Satd. Flow (RTOR)			31			
Link Speed (mph)		40	40		30	
Link Distance (ft)		1067	1289		819	
Travel Time (s)		18.2	22.0		18.6	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Heavy Vehicles (%)	19%	10%	7%	5%	5%	4%
Adj. Flow (vph)	98	334	636	300	149	53
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	432	936	0	202	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.01	1.01	1.01	1.01
Turning Speed (mph)	15			9	15	9
Number of Detectors	1	2	2		2	
Detector Template	Left					
Leading Detector (ft)	20	83	83		83	
Trailing Detector (ft)	0	-5	-5		-5	
Detector 1 Position(ft)	0	-5	-5		-5	
Detector 1 Size(ft)	20	40	40		40	
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex		CI+Ex	
Detector 1 Channel						
Detector 1 Extend (s)	0.0	6.0	6.0		2.0	
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	
Detector 2 Position(ft)		43	43		43	
Detector 2 Size(ft)		40	40		40	
Detector 2 Type		CI+Ex	CI+Ex		CI+Ex	
Detector 2 Channel						
Detector 2 Extend (s)		6.0	6.0		2.0	
Turn Type	pm+pt	NA	NA		Prot	
Protected Phases	1	6	2		8	
Permitted Phases	6					
Detector Phase	1	6	2		8	

Lanes, Volumes, Timings
 4: Spackenkill Road & Boardman Road

2027-NB-AM
 01/15/2026

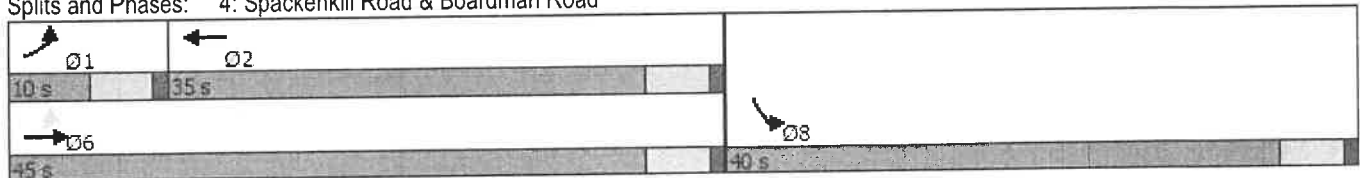


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Switch Phase						
Minimum Initial (s)	5.0	20.0	20.0		5.0	
Minimum Split (s)	10.0	25.0	25.0		10.0	
Total Split (s)	10.0	45.0	35.0		40.0	
Total Split (%)	11.8%	52.9%	41.2%		47.1%	
Maximum Green (s)	5.0	40.0	30.0		35.0	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	1.0	1.0	1.0		1.0	
Lost Time Adjust (s)		0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0		5.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	6.0	6.0		2.0	
Recall Mode	Max	Min	Min		None	
Act Effct Green (s)		40.1	30.1		11.8	
Actuated g/C Ratio		0.65	0.49		0.19	
v/c Ratio		1.30	1.11		0.63	
Control Delay		172.3	86.5		32.3	
Queue Delay		0.0	0.0		0.0	
Total Delay		172.3	86.5		32.3	
LOS		F	F		C	
Approach Delay		172.3	86.5		32.3	
Approach LOS		F	F		C	

Intersection Summary

Area Type: Other
 Cycle Length: 85
 Actuated Cycle Length: 61.9
 Natural Cycle: 75
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.30
 Intersection Signal Delay: 103.1
 Intersection Capacity Utilization 81.4%
 Analysis Period (min) 15
 Intersection LOS: F
 ICU Level of Service D

Splits and Phases: 4: Spackenkill Road & Boardman Road



Lanes, Volumes, Timings
 4: Spackenkill Road & Boardman Road

2027-NB-PM
 01/15/2026



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Volume (vph)	46	560	476	86	140	85
Future Volume (vph)	46	560	476	86	140	85
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Grade (%)		6%	1%		1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00	1.00			
Frt			0.979		0.949	
Flt Protected		0.996			0.970	
Satd. Flow (prot)	0	1815	1779	0	1698	0
Flt Permitted		0.864			0.970	
Satd. Flow (perm)	0	1574	1779	0	1698	0
Right Turn on Red				Yes		No
Satd. Flow (RTOR)			12			
Link Speed (mph)		40	40		30	
Link Distance (ft)		1067	1289		819	
Travel Time (s)		18.2	22.0		18.6	
Confl. Peds. (#/hr)	1			1		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	3%	1%	4%	2%	4%	0%
Adj. Flow (vph)	50	609	517	93	152	92
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	659	610	0	244	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.01	1.01	1.01	1.01
Turning Speed (mph)	15			9	15	9
Number of Detectors	1	2	2		2	
Detector Template	Left					
Leading Detector (ft)	20	83	83		83	
Trailing Detector (ft)	0	-5	-5		-5	
Detector 1 Position(ft)	0	-5	-5		-5	
Detector 1 Size(ft)	20	40	40		40	
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex		CI+Ex	
Detector 1 Channel						
Detector 1 Extend (s)	0.0	6.0	6.0		2.0	
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	
Detector 2 Position(ft)		43	43		43	
Detector 2 Size(ft)		40	40		40	
Detector 2 Type		CI+Ex	CI+Ex		CI+Ex	
Detector 2 Channel						
Detector 2 Extend (s)		6.0	6.0		2.0	
Turn Type	pm+pt	NA	NA		Prot	
Protected Phases	1	6	2		8	

Lanes, Volumes, Timings
 4: Spackenkill Road & Boardman Road

2027-NB-PM
 01/15/2026

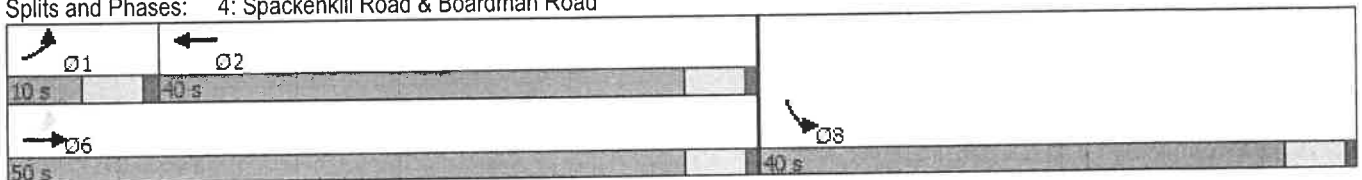


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Permitted Phases	6					
Detector Phase	1	6	2		8	
Switch Phase						
Minimum Initial (s)	5.0	20.0	20.0		5.0	
Minimum Split (s)	10.0	25.0	25.0		10.0	
Total Split (s)	10.0	50.0	40.0		40.0	
Total Split (%)	11.1%	55.6%	44.4%		44.4%	
Maximum Green (s)	5.0	45.0	35.0		35.0	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	1.0	1.0	1.0		1.0	
Lost Time Adjust (s)		0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0		5.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	6.0	6.0		2.0	
Recall Mode	Max	Min	Min		None	
Act Effct Green (s)		45.1	35.1		14.2	
Actuated g/C Ratio		0.65	0.51		0.20	
v/c Ratio		0.63	0.67		0.70	
Control Delay		11.4	18.2		36.7	
Queue Delay		0.0	0.0		0.0	
Total Delay		11.4	18.2		36.7	
LOS		B	B		D	
Approach Delay		11.4	18.2		36.7	
Approach LOS		B	B		D	

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 69.4
 Natural Cycle: 60
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.70
 Intersection Signal Delay: 18.3
 Intersection Capacity Utilization 87.8%
 Analysis Period (min) 15
 Intersection LOS: B
 ICU Level of Service E

Splits and Phases: 4: Spackenkill Road & Boardman Road



Lanes, Volumes, Timings
 4: Spackenkill Road & Boardman Road

2027-BD-AM
 01/29/2026



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Volume (vph)	105	267	509	267	129	52
Future Volume (vph)	105	267	509	267	129	52
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Grade (%)		6%	1%		1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frnt			0.954		0.961	
Flt Protected		0.986			0.966	
Satd. Flow (prot)	0	1615	1696	0	1676	0
Flt Permitted		0.126			0.966	
Satd. Flow (perm)	0	206	1696	0	1676	0
Right Turn on Red				Yes		No
Satd. Flow (RTOR)			34			
Link Speed (mph)		40	40		30	
Link Distance (ft)		1067	1289		819	
Travel Time (s)		18.2	22.0		18.6	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Heavy Vehicles (%)	19%	10%	7%	5%	5%	4%
Adj. Flow (vph)	131	334	636	334	161	65
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	465	970	0	226	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.01	1.01	1.01	1.01
Turning Speed (mph)	15			9	15	9
Number of Detectors	1	2	2		2	
Detector Template	Left					
Leading Detector (ft)	20	83	83		83	
Trailing Detector (ft)	0	-5	-5		-5	
Detector 1 Position(ft)	0	-5	-5		-5	
Detector 1 Size(ft)	20	40	40		40	
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	
Detector 1 Channel						
Detector 1 Extend (s)	0.0	6.0	6.0		2.0	
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	
Detector 2 Position(ft)		43	43		43	
Detector 2 Size(ft)		40	40		40	
Detector 2 Type		Cl+Ex	Cl+Ex		Cl+Ex	
Detector 2 Channel						
Detector 2 Extend (s)		6.0	6.0		2.0	
Turn Type	pm+pt	NA	NA		Prot	
Protected Phases	1	6	2		8	
Permitted Phases	6					
Detector Phase	1	6	2		8	

Lanes, Volumes, Timings
 4: Spackenkill Road & Boardman Road

2027-BD-AM
 01/29/2026

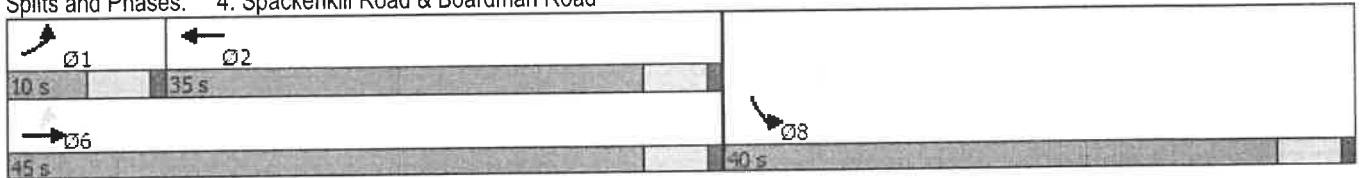


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Switch Phase						
Minimum Initial (s)	5.0	20.0	20.0		5.0	
Minimum Split (s)	10.0	25.0	25.0		10.0	
Total Split (s)	10.0	45.0	35.0		40.0	
Total Split (%)	11.8%	52.9%	41.2%		47.1%	
Maximum Green (s)	5.0	40.0	30.0		35.0	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	1.0	1.0	1.0		1.0	
Lost Time Adjust (s)		0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0		5.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	6.0	6.0		2.0	
Recall Mode	Max	Min	Min		None	
Act Effct Green (s)		40.1	30.1		12.8	
Actuated g/C Ratio		0.64	0.48		0.20	
v/c Ratio		1.91	1.17		0.66	
Control Delay		443.4	110.1		33.0	
Queue Delay		0.0	0.0		0.0	
Total Delay		443.4	110.1		33.0	
LOS		F	F		C	
Approach Delay		443.4	110.1		33.0	
Approach LOS		F	F		C	

Intersection Summary

Area Type: Other
 Cycle Length: 85
 Actuated Cycle Length: 62.9
 Natural Cycle: 90
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.91
 Intersection Signal Delay: 192.9
 Intersection Capacity Utilization 85.7%
 Analysis Period (min) 15
 Intersection LOS: F
 ICU Level of Service E

Splits and Phases: 4: Spackenkill Road & Boardman Road



Lanes, Volumes, Timings
4: Spackenkill Road & Boardman Road

2027-BD-PM
01/29/2026



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↙	
Traffic Volume (vph)	62	560	476	102	169	114
Future Volume (vph)	62	560	476	102	169	114
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Grade (%)		6%	1%		1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00	1.00			
Fr't			0.976		0.946	
Flt Protected		0.995			0.971	
Satd. Flow (prot)	0	1812	1774	0	1696	0
Flt Permitted		0.706			0.971	
Satd. Flow (perm)	0	1286	1774	0	1696	0
Right Turn on Red				Yes		No
Satd. Flow (RTOR)			14			
Link Speed (mph)		40	40		30	
Link Distance (ft)		1067	1289		819	
Travel Time (s)		18.2	22.0		18.6	
Confl. Peds. (#/hr)	1			1		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	3%	1%	4%	2%	4%	0%
Adj. Flow (vph)	67	609	517	111	184	124
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	676	628	0	308	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.01	1.01	1.01	1.01
Turning Speed (mph)	15			9	15	9
Number of Detectors	1	2	2		2	
Detector Template	Left					
Leading Detector (ft)	20	83	83		83	
Trailing Detector (ft)	0	-5	-5		-5	
Detector 1 Position(ft)	0	-5	-5		-5	
Detector 1 Size(ft)	20	40	40		40	
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex		CI+Ex	
Detector 1 Channel						
Detector 1 Extend (s)	0.0	6.0	6.0		2.0	
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	
Detector 2 Position(ft)		43	43		43	
Detector 2 Size(ft)		40	40		40	
Detector 2 Type		CI+Ex	CI+Ex		CI+Ex	
Detector 2 Channel						
Detector 2 Extend (s)		6.0	6.0		2.0	
Turn Type	pm+pt	NA	NA		Prot	
Protected Phases	1	6	2		8	

Lanes, Volumes, Timings
 4: Spackenkill Road & Boardman Road

2027-BD-PM
 01/29/2026

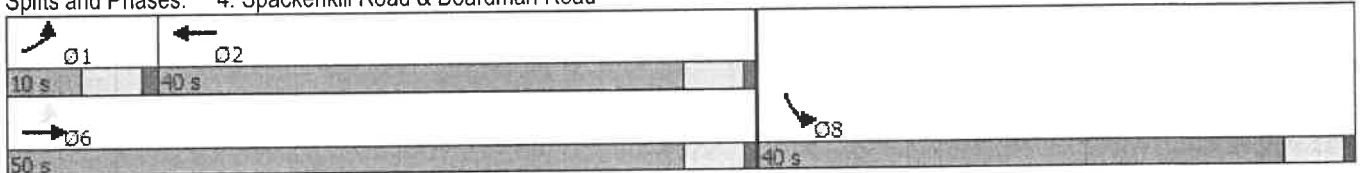


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Permitted Phases	6					
Detector Phase	1	6	2		8	
Switch Phase						
Minimum Initial (s)	5.0	20.0	20.0		5.0	
Minimum Split (s)	10.0	25.0	25.0		10.0	
Total Split (s)	10.0	50.0	40.0		40.0	
Total Split (%)	11.1%	55.6%	44.4%		44.4%	
Maximum Green (s)	5.0	45.0	35.0		35.0	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	1.0	1.0	1.0		1.0	
Lost Time Adjust (s)		0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0		5.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	6.0	6.0		2.0	
Recall Mode	Max	Min	Min		None	
Act Effct Green (s)		45.2	35.2		17.4	
Actuated g/C Ratio		0.62	0.48		0.24	
v/c Ratio		0.81	0.73		0.76	
Control Delay		21.4	22.2		38.1	
Queue Delay		0.0	0.0		0.0	
Total Delay		21.4	22.2		38.1	
LOS		C	C		D	
Approach Delay		21.4	22.2		38.1	
Approach LOS		C	C		D	

Intersection Summary










Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 72.7
 Natural Cycle: 60
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.81
 Intersection Signal Delay: 24.9
 Intersection Capacity Utilization 93.0%
 Analysis Period (min) 15
 Intersection LOS: C
 ICU Level of Service F

Splits and Phases: 4: Spackenkill Road & Boardman Road



Lanes, Volumes, Timings
4: Spackenkill Road & Boardman Road

2027-BD-AM-IMP-TIMING
01/29/2026

						
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	105	267	509	267	129	52
Future Volume (vph)	105	267	509	267	129	52
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Grade (%)		6%	1%		1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frnt			0.954		0.961	
Flt Protected		0.986			0.966	
Satd. Flow (prot)	0	1615	1696	0	1676	0
Flt Permitted		0.287			0.966	
Satd. Flow (perm)	0	470	1696	0	1676	0
Right Turn on Red				Yes		No
Satd. Flow (RTOR)			54			
Link Speed (mph)		40	40		30	
Link Distance (ft)		1067	1289		819	
Travel Time (s)		18.2	22.0		18.6	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Heavy Vehicles (%)	19%	10%	7%	5%	5%	4%
Adj. Flow (vph)	131	334	636	334	161	65
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	465	970	0	226	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.01	1.01	1.01	1.01
Turning Speed (mph)	15			9	15	9
Number of Detectors	1	2	2		2	
Detector Template	Left					
Leading Detector (ft)	20	83	83		83	
Trailing Detector (ft)	0	-5	-5		-5	
Detector 1 Position(ft)	0	-5	-5		-5	
Detector 1 Size(ft)	20	40	40		40	
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex		CI+Ex	
Detector 1 Channel						
Detector 1 Extend (s)	0.0	6.0	6.0		2.0	
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	
Detector 2 Position(ft)		43	43		43	
Detector 2 Size(ft)		40	40		40	
Detector 2 Type		CI+Ex	CI+Ex		CI+Ex	
Detector 2 Channel						
Detector 2 Extend (s)		6.0	6.0		2.0	
Turn Type	pm+pt	NA	NA		Prot	
Protected Phases	1	6	2		8	
Permitted Phases	6					
Detector Phase	1	6	2		8	

Lanes, Volumes, Timings
 4: Spackenkill Road & Boardman Road



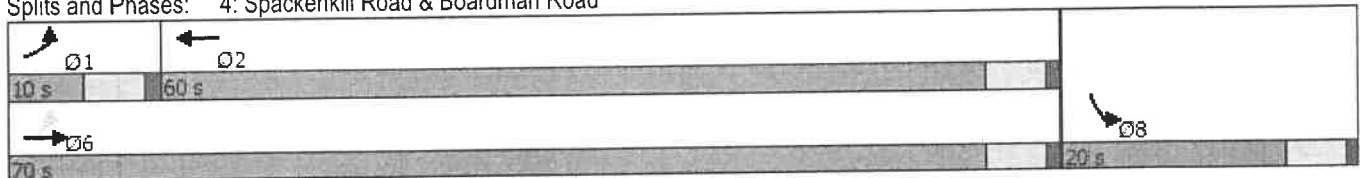
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Switch Phase						
Minimum Initial (s)	5.0	20.0	20.0		5.0	
Minimum Split (s)	10.0	25.0	25.0		10.0	
Total Split (s)	10.0	70.0	60.0		20.0	
Total Split (%)	11.1%	77.8%	66.7%		22.2%	
Maximum Green (s)	5.0	65.0	55.0		15.0	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	1.0	1.0	1.0		1.0	
Lost Time Adjust (s)		0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0		5.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	6.0	6.0		2.0	
Recall Mode	Max	Min	Min		None	
Act Effct Green (s)		65.0	55.0		14.2	
Actuated g/C Ratio		0.73	0.62		0.16	
v/c Ratio		1.14	0.91		0.85	
Control Delay		104.4	28.8		65.4	
Queue Delay		0.0	0.0		0.0	
Total Delay		104.4	28.8		65.4	
LOS		F	C		E	
Approach Delay		104.4	28.8		65.4	
Approach LOS		F	C		E	

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 89.2
 Natural Cycle: 90
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 1.14
 Intersection Signal Delay: 54.9
 Intersection Capacity Utilization 85.7%
 Analysis Period (min) 15

Intersection LOS: D
 ICU Level of Service E

Splits and Phases: 4: Spackenkill Road & Boardman Road



Lanes, Volumes, Timings
4: Spackenkill Road & Boardman Road

2027-BD-PM-IMP-TIMING

01/29/2026



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↘	↙
Traffic Volume (vph)	62	560	476	102	169	114
Future Volume (vph)	62	560	476	102	169	114
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Grade (%)		6%	1%		1%	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		1.00	1.00			
Friction			0.976		0.946	
Flt Protected		0.995			0.971	
Satd. Flow (prot)	0	1812	1774	0	1696	0
Flt Permitted		0.708			0.971	
Satd. Flow (perm)	0	1289	1774	0	1696	0
Right Turn on Red				Yes		No
Satd. Flow (RTOR)			17			
Link Speed (mph)		40	40		30	
Link Distance (ft)		1067	1289		819	
Travel Time (s)		18.2	22.0		18.6	
Confl. Peds. (#/hr)	1			1		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	3%	1%	4%	2%	4%	0%
Adj. Flow (vph)	67	609	517	111	184	124
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	676	628	0	308	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.04	1.04	1.01	1.01	1.01	1.01
Turning Speed (mph)	15			9	15	9
Number of Detectors	1	2	2		2	
Detector Template	Left					
Leading Detector (ft)	20	83	83		83	
Trailing Detector (ft)	0	-5	-5		-5	
Detector 1 Position(ft)	0	-5	-5		-5	
Detector 1 Size(ft)	20	40	40		40	
Detector 1 Type	CI+Ex	CI+Ex	CI+Ex		CI+Ex	
Detector 1 Channel						
Detector 1 Extend (s)	0.0	6.0	6.0		2.0	
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	
Detector 2 Position(ft)		43	43		43	
Detector 2 Size(ft)		40	40		40	
Detector 2 Type		CI+Ex	CI+Ex		CI+Ex	
Detector 2 Channel						
Detector 2 Extend (s)		6.0	6.0		2.0	
Turn Type	pm+pt	NA	NA		Prot	
Protected Phases	1	6	2		8	

Lanes, Volumes, Timings
 4: Spackenkill Road & Boardman Road



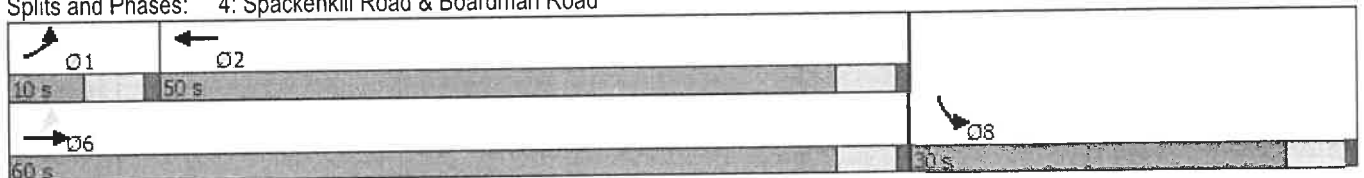
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Permitted Phases	6					
Detector Phase	1	6	2		8	
Switch Phase						
Minimum Initial (s)	5.0	20.0	20.0		5.0	
Minimum Split (s)	10.0	25.0	25.0		10.0	
Total Split (s)	10.0	60.0	50.0		30.0	
Total Split (%)	11.1%	66.7%	55.6%		33.3%	
Maximum Green (s)	5.0	55.0	45.0		25.0	
Yellow Time (s)	4.0	4.0	4.0		4.0	
All-Red Time (s)	1.0	1.0	1.0		1.0	
Lost Time Adjust (s)		0.0	0.0		0.0	
Total Lost Time (s)		5.0	5.0		5.0	
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?						
Vehicle Extension (s)	3.0	6.0	6.0		2.0	
Recall Mode	Max	Min	Min		None	
Act Effct Green (s)		47.1	36.6		18.1	
Actuated g/C Ratio		0.62	0.48		0.24	
v/c Ratio		0.81	0.73		0.76	
Control Delay		20.6	21.1		41.3	
Queue Delay		0.0	0.0		0.0	
Total Delay		20.6	21.1		41.3	
LOS		C	C		D	
Approach Delay		20.6	21.1		41.3	
Approach LOS		C	C		D	

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 75.8
 Natural Cycle: 60
 Control Type: Actuated-Uncoordinated
 Maximum v/c Ratio: 0.81
 Intersection Signal Delay: 24.8
 Intersection Capacity Utilization 93.0%
 Analysis Period (min) 15

Intersection LOS: C
 ICU Level of Service F

Splits and Phases: 4: Spackenkill Road & Boardman Road



RESOLUTION 2:4 - # 8B OF 2026

AUTHORIZE TOWN SUPERVISOR TO ENTER INTO THE PURCHASE AND SALE AGREEMENT FOR A PORTION OF THE BOARDMAN ROAD PROPERTY

WHEREAS, the Town Board of the Town of Poughkeepsie has continued to consider its options for the relocation of the Town Hall and Police-Court facility; and

WHEREAS, pursuant to Resolution 12:17 - #SC 1 of 2025, the Town has executed a non-binding Letter of Intent for the Gilkeson Building and Sports Fields on Boardman Road for use as a town hall and recreation facilities, and has by Resolution 12:17 - #SC 2 of 2025 authorized the retention of Zarin & Steinmetz LLP, CPL Architecture, Engineering and Planning (“CPL”), Orrick, Herrington & Sutcliff LLP, and Munistat to perform associated professional services;

WHEREAS, CPL produced a Building Conditions Survey, which includes an evaluation of the Gilkeson building systems and condition and an estimate of the costs for major building repairs and modest renovations needed for Town occupancy some of which the Town can perform in-house to reduce cost; and

WHEREAS, the Town has issued a negative declaration under the State Environmental Quality Review Act (SEQRA) pursuant to 6 NYCRR § 617 for the purchase of said site by Resolution 2:04 – #8A of 2026, and this day will consider additional resolutions to retain other professionals whose services will be necessary for the property purchase analysis and to authorize public financing, which must precede the effectiveness of a binding and unconditional purchase contract; and

WHEREAS, the Town has considered the benefits of the location, the economic value, and the range of potential improvements that could result from the Town purchasing two of the three parcels, including the Gilkeson Building and the sports fields totaling +/- 30.7 acres of land, currently owned by the Poughkeepsie Day School on Boardman Road, now therefore

BE IT RESOLVED, that the Town Supervisor or her designee is authorized to execute a Contract and related documents, in substantially the form annexed, with the Poughkeepsie Day School, Inc. to conditionally procure +/- 30.7 acres of land, including the Gilkeson Building and sports fields, located at 244 Boardman Road, Poughkeepsie, New York, for a purchase price not to exceed \$6,600,000.00, subject to adjustment based on appraisal as provided in the Contract and other typical bases of negotiation, substantially pursuant to the terms annexed; and

BE IT FURTHER RESOLVED, that the execution of this Contract does not commit the Town to a future course of action until it has completed its site due diligence, qualified for and closed its public financing for the transaction on acceptable terms, and the other conditions of the Contract annexed have been met.

Dated: February 4th 2026
Moved: Rebecca Edwards
Seconded: Ryan Sharpe

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/29/2026
m-2/4/2026

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

CONTRACT OF SALE

DATED: _____, 2026

Seller and Purchaser agree as follows:

PARTIES

Seller: Poughkeepsie Day School, Inc.
Address: 244 Boardman Road, Poughkeepsie, New York 12603

Purchaser: Town of Poughkeepsie
Address: 1 Overocker Road, Poughkeepsie, New York 12603

PURCHASE AGREEMENT

1. Seller shall sell and Purchaser shall buy the land together with all improvements thereon, if any (the “**Property**”), commonly known as the Gilkeson Building, sports fields, solar array and cellular tower located at 244 Boardman Road, Poughkeepsie, New York 12603, on the terms stated in this Contract and as more particularly described herein. The Property is described on Schedule A.

CLOSING CONDITIONS

2. In addition to the payment of the purchase price and other conditions hereof, the parties’ respective obligations to consummate the transaction contemplated hereby are subject to:
 - a. Seller shall have obtained all governmental and other approvals necessary or desirable in connection herewith, including, without limitation, subdivision approval to separate the Property from other adjoining land owned by Seller (“**Subdivision Approval**”), and from the Attorney General of the State of New York to the extent necessary.
 - b. Purchaser and Seller shall have entered into a lease agreement to allow Seller to continue utilizing the Gilkeson building on the Property through July 31, 2026.
 - c. Purchaser shall have obtained title insurance coverage on the Property reasonably acceptable to the Purchaser and at reasonable cost.
 - d. Purchaser shall have complied with the State Environmental Quality Review Act.
 - e. Purchaser shall have (i) received authorization to issue obligations under Local Finance Law to finance acquisition, closing and/or development costs, (ii) completed the adoption of one or more bond resolution(s) for such purpose, (iii) issued obligations under Local Finance Law to pay for acquisition, closing costs and/or development costs and (iv) closed on all such issuances, all at a rate and upon other terms as are acceptable to Purchaser.

- f. The advertisement for one or more permissive referenda (as applicable) and the expiration of any required terms for the filing of permissive referenda, without the filing of any referenda petition.
- g. Seller shall deliver to Purchaser all originals of the leases referred to in Schedule B hereof (collectively, the “**Leases**”) (to the extent now in Seller’s possession) with respect to the Property.
- h. Seller shall obtain any necessary approvals for the transaction and assignments contemplated hereby with respect to (i) its Land Lease Agreement, dated October 16, 2003, with Dutchess County Cellular Telephone Corporation, as assigned to TNO Landco LLC and (ii) that certain Solar Power Purchase Agreement, dated April 27, 2016, between the Seller and Dynamic Energy Solutions, LLC (the Land Lease Agreement and the Solar Power Purchase Agreement, collectively with all amendments, supplements, assignments and other modifications, the “**Land Leases**”).
- i. Seller shall issue termination notices for all Leases other than the Land Leases to the extent permissible under the terms thereof.
- j. Seller shall deliver to Purchaser a duly executed Assignment and Assumption Agreement, assigning the Leases that will remain in place after the Closing Date, in form and substance as set forth in Schedule C hereof.
- k. Seller shall deliver to Purchaser duly executed tenant estoppel certificates for each of the Leases that will remain in place after the Closing Date, executed by the Tenants thereof, in form and substance as set forth in Schedule D hereof.
- l. Seller shall deliver to Purchaser an original letter, executed by Seller, advising the tenants of the Leases that will remain in place after the Closing Date of the sale of the Property to Purchaser and directing that rents and other payments thereafter be sent to Purchaser or as Purchaser may direct and confirming that all security deposit (if any) has been transferred to Purchaser.
- m. Purchaser’s receipt and satisfactory review of each of the Inspections and documents/information provided with respect thereto set forth in Section 24 hereof;
and
- n. Seller shall have complied with all notices or violations of law or municipal ordinances, orders, or requirements of Federal, State or municipal authorities having jurisdiction or affecting all or any part of the Property and shall be prepared to convey the Property to Purchaser free and clear of the same.

BUILDINGS AND IMPROVEMENTS

3. The sale includes, in each case in “AS IS” CONDITION:

- (a) All buildings and improvements; and
- (b) any personal property owned by the Seller that is left on the Property.

PRICE

- 4. The purchase price is payable as follows:
 - a. Payment under the Disposition Agreement Relating to the Deposit and Prior Contract set forth on pages 1 and 2 of the Letter executed by the Parties as of December 18, 2025 (“**Disposition Agreement**”):
\$75,000.00 (the “**Disposition Payment**”)
 - b. On signing this Contract, subject to collection:
\$75,000.00 (the “**Deposit**”)
 - c. Balance in cash or certified check on the delivery of deed at the closing:
\$6,450,000.00

Notwithstanding anything to the contrary contained herein or in any other document or agreement, the parties acknowledge that the Disposition Payment (i) has been made to the Seller prior to the date hereof and (ii) has been fully earned and shall not be refundable under any circumstances.

ACCEPTABLE FUNDS

- 5. All money payable under this Contract, unless otherwise specified, shall be either:
 - (a) Cash, but not over \$500.00;
 - (b) Good certified check of Purchaser, or official bank check of any bank, savings bank, credit union, trust company or savings bank and loan association having a banking office in the State of New York, payable to the order of Seller, or the order of Purchaser and duly endorsed by Purchaser to the order of Seller in the presence of Seller or Seller’s attorneys;
 - (c) Money other than the purchase price, payable to Seller at closing may be by check of Purchaser up to the amount of \$500.00;
 - (d) Wire transfer; or
 - (e) As otherwise agreed in writing by Seller or Seller’s attorneys.

TITLE TRANSFER

- 6. The Property is to be conveyed subject to:
 - (a) Building and zoning regulations.
 - (b) Conditions, agreements, restrictions and easements, of record, provided they do not substantially reduce the usable portions of the Property, interfere with Purchaser’s proposed use of the Property as a Town Hall and related facilities and have not been violated by the current use of and structures upon the Property.
 - (c) Any state of facts an inspection or survey of the Property may show if it does not make the title to the Property unmarketable, substantially reduce the usable portion of the Property or interfere with Purchaser’s proposed use of the Property as a Town Hall and related facilities.

- (d) Rights of way of record, if any, provided they do not substantially reduce the usable portions of the Property, have not been violated by the current use of and structures upon the Property or interfere with Purchaser's proposed use of the Property as a Town Hall and related facilities.
- (e) Unpaid assessments payable after the date of the transfer of title.

DEED AND TRANSFER TAXES

7. At the closing, Seller shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax imposed by Section 1402 of the Tax Law in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law. The Seller shall also pay the filing fee for the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (TP-584). The filing fee for the Real Property Transfer Report (RP-5217) shall be paid by Purchaser.

ADJUSTMENTS AT CLOSING

8. The following are to be apportioned pro-rata as of the date of delivery of the deed:
- (a) Taxes, sanitation charges, water rates and sewer rates based on the fiscal period for which assessed and/or prepaid.
 - (b) Fuel, if any (including any prepaid fuel charges pursuant to delivery contract).
 - (c) Rents, if any.

WATER METER READING

9. If there is a water meter on the Property, Seller shall furnish or obtain a reading to a date not more than ten (10) days prior to the time set for closing. The unfixed meter charge and sewer rate, if any, shall be apportioned on the basis of this last reading or a current reading obtained by Seller.

FIRE, OTHER CASUALTY

10. Risk of loss, by reason of fire or other casualty, shall remain with the Seller until closing of title. In the event all or a material part of the Property is destroyed by fire or other casualty prior to closing, Purchaser shall have the right to terminate this Contract by giving written notice to Seller within ten (10) days of the Purchaser's receiving notice of the destruction, in which case the full Deposit shall be paid to the Purchaser and this Contract shall be null and void. For purposes hereof, material damage shall be damage, the restoration or repair of which shall, as estimated by the Seller's insurance company, exceed One Hundred Fifty Thousand (\$150,000.00) Dollars. In connection with any non-material casualty, either (a) the Seller shall, so as to bring the Property to a condition (i) at least equivalent to that which existed prior to the casualty and (ii) which is reasonably acceptable to Purchaser, cause all repairs to be made as promptly as conditions permit, and, the closing shall take place as soon as reasonably possible after (1) such repairs have been made, (2) notice of completion of such repairs has been received by Purchaser and (3) Purchaser has, within fifteen (15) days of receipt of such notice, inspected and approved said repairs (or waived any such inspection in writing), or, (b) at Purchaser's sole election, Purchaser shall take an assignment of insurance proceeds and receive Seller's insurance deductible. In connection with any material casualty which does not result in the termination of this Contract and regarding which Purchaser shall have elected to proceed to closing without Seller having completed the repairs as stated above, the Purchaser shall have the right

to an abatement of the purchase price equal to the insurance proceeds collected by the Seller, or if the insurance has not yet been collected, the Purchaser shall receive an assignment of the proceeds of the Seller's insurance and payment of the insurance deductible. If any such damage cannot reasonably be repaired as required above within six (6) months from the casualty causing event, either party may, upon notice to the other, terminate this Contract.

CLOSING DATE AND PLACE

11. The closing will take place at the office of Corbally, Gartland and Rappleyea, LLP, 1733 Main Street, Pleasant Valley, New York, on the date that is on or about April 15, 2026, subject to commercially reasonable extensions by either side.

BROKER

12. Each party represents that it has not dealt with any broker in connection with this sale.

PURCHASER'S LIEN

13. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

NO REPRESENTATION BY SELLER EXCEPT AS SET FORTH HEREIN

14. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Contract, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Contract, made by the other. The Seller has not made and does not make any representations as to the physical condition, area, footage, operating expenses or other matters or things affecting or related to the Property and to this Contract, except as specially set forth herein, and Purchase hereby acknowledges that no such representations have been made. Notwithstanding the forgoing, the Disposition Agreement shall remain in full force and effect pursuant to the terms thereof.

DISCHARGE OF LIENS

15. If, at the date of closing of title, there may be any other liens or encumbrances which the Seller is obligated to pay and discharge, the Seller may use any portion of the balance of the purchase price to satisfy the same, provided the Seller shall simultaneously either deliver to the Purchaser at the closing of title, instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the Seller has made arrangements with the title company employed by the Purchaser in advance of closing, Seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the Purchaser either free of any such liens and encumbrances, or with insurance against enforcement of the same out of the insured Property. The Purchaser, if a request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or

encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the Seller shall comply with the foregoing requirement.

Notwithstanding the foregoing, Seller shall have no obligation to remove or satisfy, and Purchaser shall take the Property subject to, liens, leases and/or easements related to the solar panels and cellular tower on the Property.

TITLE REPORT AND TITLE OBJECTIONS

16.

A. Seller shall convey and Purchaser shall accept good and marketable title to the Property, insurable by buyer's title company (the "**Title Company**"), at regular rates, subject only to the Leases and related documents and agreements set forth on Schedule B (the "**Permitted Encumbrances**").

B. Purchaser shall with thirty (30) days of the date hereof, obtain, at its sole cost and expense, a title commitment ("**Purchaser's Title Commitment**") issued by the Title Company in the full amount of the Purchase Price. In the event that Purchaser's Title Commitment discloses exceptions or defects affecting title to the Property other than the Permitted Encumbrances and such exceptions or defects are objectionable to Purchaser, then Purchaser shall notify Seller in writing of its objections to title. Delivery of a copy of Purchaser's Title Commitment disclosing the exceptions or defects affecting title to the Property shall constitute notice to Seller thereof. Upon receipt of Purchaser's notice, Seller shall elect, at its option, by notice to Purchaser, either (a) not to eliminate such exceptions or defects, or (b) to undertake to cure same, in which event Seller shall have a reasonable time to cure same, not exceeding, however, one hundred twenty (120) days after receipt of such notice from Purchaser (and the Closing Date would be extended to reflect such timing); nevertheless, Seller shall be under no obligation to bring any action or proceeding or incur any expense in order to remove any exception or defect. If Seller elects not to eliminate such exceptions or defects, then Purchaser, within twenty (20) days after Purchaser's receipt of Seller's notice thereof, shall either (x) elect to terminate this Contract by written notice to Seller, in which event the Deposit shall thereupon be returned to Purchaser and the escrow shall be canceled and Seller shall reimburse Purchaser for all of Purchaser's Costs, but not more than \$25,000. "Purchaser's Costs" shall mean all costs incurred by Purchaser in connection with its negotiation, execution and delivery of this Contract, its due diligence and its financing of the acquisition, including, without limitation, the cost for title examination, title reports and municipal searches, survey, fees paid for engineering and environmental reports including any Phase I and Phase II, all third party costs and fees paid to any lender, partner or investor and attorneys' and consultants fees, costs and expenses. Purchaser shall not be entitled to any other rights and remedies, and if Purchaser shall terminate this Contract, neither party shall have any liability whatsoever to the other hereunder except as expressly provided in this Contract and this Contract shall be null and void and of no further force or effect without further action of the parties; or (y) elect to accept title to the Property without any abatement of the Purchase Price and without any liability on the part of Seller, in which event Seller shall convey such title to the Property without any abatement in the Purchase Price and Purchaser's objections to title shall be deemed waived (other than those objections which may arise subsequent to the date of Purchaser's Title Commitment but prior to the Closing Date), which waiver shall survive Closing. Purchaser agrees that the requirements of this Section (i.e., making title good and marketable, subject to the exceptions set forth herein) will be met if Purchaser can obtain at its expense from Purchaser's Title Company a commitment to insure at regular rates the title in Purchaser's name subject only to (i) the general exceptions contained in the policy; (ii) the Permitted Encumbrances; and (iii) title exceptions pertaining to liens or encumbrances of a definite or

ascertainable amount which may be removed by the payment of money at the time of Closing and which Seller shall remove at or prior to that that time by using the funds to be paid upon the delivery of the Deed. Notwithstanding anything herein to the contrary, Seller shall remove at or prior to Closing (i) any mortgages, deeds of trust or other security interests encumbering all or any portion of the Property; (ii) taxes which constitute title exceptions which would be delinquent if unpaid at Closing; provided, however, that if any such taxes are payable in installments, such obligation shall apply on to the extent such installments would be delinquent if unpaid at Closing; (iii) any monetary or judgment lien or tax lien recorded against the Property or any other item that can be substantially cured by the payment of a liquidated sum (including the preparation and filing of appropriate satisfaction instruments in connection therewith, if any); and (iv) any mechanic's lien (collectively, "**Voluntary Liens**"), which Voluntary Liens shall not constitute Permitted Exceptions. Seller shall be permitted to remove or otherwise cure any Voluntary Liens by paying or bonding over same or, at Seller's sole cost and expense and in Purchaser's sole discretion, otherwise causing the Title Company to affirmatively insure over such Voluntary Liens in the Title Policy. Notwithstanding anything to the contrary contained in Section 16 of this Contract, Purchaser shall not be required to object to any Voluntary Lien as a condition precedent to Seller's obligation to remove the same. In the event that as of the Closing Seller shall not have cured and/or dismissed any of the Voluntary Liens, then Purchaser may, in its sole discretion, proceed to Closing and receive a credit against the Purchase Price in an amount necessary to remove, discharge, terminate and/or cure any outstanding Voluntary Liens (including the preparation and filing of appropriate satisfaction instruments in connection therewith, if any).

MORTGAGE CONTINGENCY

17. There is no mortgage or other financing contingency with respect to the Purchaser's obligations hereunder, except as set forth in Section 2(e) hereof.

SELLER REPRESENTATIONS

18. Seller makes the following representations and warranties to Purchaser, each of which are true, accurate and complete and not misleading in any material respect as of the date hereof and shall be deemed to be repeated at and as of the Closing Date and shall be true, accurate and complete and not misleading in any material respect as of the Closing Date and shall survive the Closing Date by one (1) year:

(a) Seller is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York. Seller is authorized to do business under the laws of the State of New York and Seller has the power to own its property and assets and carry on its business in the State of New York.

(b) The execution of this Contract and the consummation of the transactions contemplated herein have been duly authorized and constitute the binding obligation of Seller. Seller will keep in full force and effect its legal existence and all licenses and franchises necessary for the conduct of its business up to Closing.

(c) There are no actions, suits or other proceedings by any person, firm, corporation, tenant or by any public, governmental or quasi-governmental agency or authority now pending or to Seller's knowledge, information and belief, threatened against or affecting the Property or any part thereof nor

to Seller's knowledge, are there any investigations pending or threatened against or affecting the Property by any public, governmental or quasi-governmental agency or authority.

(d) Purchaser shall not have any obligation with respect to any employee engaged in connection with Property including to employ any such persons or to make any payment to them. Purchaser shall not have any obligation with respect to any service contract in connection with Property.

(e) Seller has not received written notice of any pending or threatened eminent domain proceedings affecting the Property, in whole or in part, and no such proceeding is pending or threatened.

(f) Seller is not a foreign person (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder).

(g) Seller is not a party as debtor to any insolvency or bankruptcy proceeding or assignment for the benefit of creditors under the United States Bankruptcy Code or of any state insolvency laws.

(h) The Property is presently, and shall be as of closing, in compliance with all statutes, laws, common law, rules, regulations, ordinances, codes and other legal requirements of any governmental authority ("**Applicable Laws**").

(i) On the Closing Date, all leasing, brokerage or other commissions due prior to, on or after the Closing Date in connection with all leases executed prior to the Closing Date will have been paid and Purchaser shall not be required to assume any such obligation to pay any leasing, brokerage or other commissions after the closing date.

(j) Seller represents that it has not received any notice of Hazardous Materials on the Property in violation or which require remediation of any Environmental Law. "**Hazardous Materials**" means any hazardous or toxic wastes or hazardous or toxic substances as defined in any Environmental Law (as hereinafter defined) including, without limitation, any asbestos, PCB, toxic, noxious or radioactive substance, methane, volatile hydrocarbons, industrial solvents, fuel oil, gasoline, petroleum products or by-products or any other material or substance which could cause or constitute a health, safety or other environmental hazard to any person or Property. "**Environmental Law**" means any applicable federal, state, county, municipal or local environmental and clean-up statutes, laws, rules and regulations, ordinances, orders, decrees and interpretations, now or hereafter in effect.

(k) Any and all improvements to the Property, and any services the nonpayment of which could result in the imposition of mechanics' liens, have been or at closing will have been paid in full.

(l) The Seller represents and warrants that it has not received any notice of violations of law or municipal ordinances, order or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the Property as of the date hereof.

(m) Every representation made by Seller herein, whether in this Section 18 or otherwise, is made solely based on the best knowledge of the Seller's current board of directors, upon reasonable inquiry.

SELLER COVENANTS

19. Seller shall (i) make no changes to the physical structure of the Property without the Purchaser's prior written consent; (ii) not contract with or enter into commitments (including, but not limited to, leases or subleases) that will extend beyond the date of Closing without Purchaser's prior written consent; and (iii) maintain the Property in good condition and repair until the Closing. Seller shall use good faith and make diligent efforts to obtain the approvals described in Section 2.a.

DEFAULT BY PURCHASER

20. If Purchaser fails to close title in accordance with this Contract, through no fault of the Seller, this Contract shall, at the option of the Seller, be deemed null and void, and the Deposit paid hereunder shall be retained by Seller as liquidated damages. In such event, Purchaser authorizes Seller to place Property described herein back on the market for sale and releases any claim Purchaser may have against the Property.

RETURN OF SIGNED CONTRACT

21. If a copy of this Contract executed by Purchaser, together with the required Deposit, is not delivered to the attorneys for the Seller (Corbally, Gartland and Rappleyea, LLP, 1733 Main Street, Pleasant Valley, New York 12569) **on or before February 5, 2026**, then, in that event, this Contract shall become null and void (without notice to Purchaser), and the Seller shall be free to place the Property described herein back on the market for sale.

AGREEMENT NOT BINDING ON SELLER UNTIL SIGNED AND DELIVERED

22. This Contract is subject to approval by the Seller. This Contract when signed by the Purchaser constitutes only an offer to purchase on the part of the Purchaser and the Purchaser fully understands that this Contract shall not become a binding obligation on the Seller until it has been signed by the Seller, delivered to the Purchaser or Purchaser's attorney and the down payment received in good funds by the Seller's attorneys.

COMPLIANCE WITH TERMS OF CONTRACT

23. The Purchaser acknowledges and agrees that the delivery of the deed herein constitutes full compliance with the terms, covenants and conditions of this Contract including any and all addendums and/or riders annexed hereto and moreover that none of the terms hereof or of such addendum and/or rider, except those specifically made to survive title closing, shall survive such title closing.

MECHANICAL, STRUCTURAL AND OTHER INSPECTIONS AND DILIGENCE

24. The obligations of Purchaser under this Contract shall be conditioned upon and subject to Purchaser's satisfactory completion of due diligence investigations relating to the Property ("**Inspections**"). The cost and expense of the Inspections shall be borne by Purchaser and the terms and conditions with respect to the Inspections are as set forth below.

A. Purchaser shall have ninety (90) days from the date (the "**Effective Date**") on which this Contract has been fully executed (the "**Due Diligence Period**") to obtain any or all of the

following reports and/or studies (to the extent required by Purchaser in its sole discretion): (i) a Phase I Environmental Site Assessment (“**Phase I**”), and if necessary given the results of the Phase I or if reasonably required by Purchaser or reasonably recommended by Purchaser’s environmental engineer, a Phase II Environmental Site Assessment, soil testing reports, underground storage tank reports and other environmental studies and analyses; (ii) an engineering, architectural and structural inspection report on the condition of the building and the improvements on the Property (including, but not limited to, the elevator, roof, basement, electrical and plumbing systems, fire suppression/sprinkler systems, and HVAC systems and units), the presence of radon gas, water/sewer and associated systems and facilities (if applicable) and/or any other engineering, architectural and/or structural matters deemed appropriate by Purchaser and its consultants, agents, representatives and/or employees; (iii) a title report prepared by a title insurance company licensed to do business in the State of New York or its duly authorized agent (the “**Title Company**”), which evidences good and marketable fee simple title free and clear of any liens and encumbrances and subject to no conditions, covenants, restrictions, easements, or matters that would prohibit or interfere with the Intended Use or that are otherwise unacceptable to Purchaser; (iv) municipal records as to extant certificates of occupancy/compliance and/or any violations; (v) a land survey of the Property certified to Purchaser and the Title Company, and prepared by a surveyor licensed to do business in the State of New York, which survey shall show the building and all improvements within bounds, no encroachments and no strips or gores; and (vi) any or all such other studies, analyses, tests, reports, and evaluations of the Property, as Purchaser, its consultants, agents, representatives and/or employees may deem reasonable and necessary.

B. Within ten (10) business days following the Effective Date, Seller shall deliver to Purchaser copies of any and all title insurance policies, surveys, architectural drawings, appraisals, environmental assessments, engineering reports, leases (including, but not limited to, pertaining to the solar array and cellular tower located on the Property) and all other reports and or studies respecting the Property within the possession or control of Seller. In addition, during the Due Diligence Period, Seller shall provide such additional information and/or documents as may be reasonably requested by Purchaser. During the Due Diligence Period (and thereafter if Purchaser elects to proceed with the purchase of the Property), and upon reasonable notice, Seller shall provide Purchaser and its consultants, representatives, agents and employees reasonable access to the Property for inspection purposes; provided, that Purchaser’s inspection activities shall not unreasonably interfere with Seller’s ongoing operations as a school.

C. Purchaser, at its expense, shall, as Purchaser deems reasonable and necessary, engage third-party consultants, agents and representatives and/or employees to conduct such studies, reports, surveys, investigations and appraisals. Seller shall cooperate with Purchaser to help facilitate completion of all such studies, reports, surveys, investigations and appraisals during the Due Diligence Period. The Parties acknowledge that the Purchase Price may be adjusted to reflect the appraised value of the Property.

D. Purchaser may, for any or no reason and upon notice given to Seller within ten (10) Business Days of the close of the Due Diligence Period, cancel this Agreement at which point, upon return of the Deposit, this Agreement shall be of no further force and or effect.

E. If the transaction contemplated hereby shall not be consummated, Purchaser agrees to provide to Seller, upon Purchaser’s receipt of written releases from Seller with respect to same, copies of any and all reports, surveys and studies pertaining to the Property and commissioned and received by Purchaser.

F. If the Inspections are unsatisfactory to Purchaser, Purchaser shall notify Seller in writing at or before 5:00 p.m. on the last day of the Due Diligence Period, upon which

- (i) this Contract shall be of no further force and effect;
- (ii) Escrow Agent shall refund the Deposit to Purchaser; and
- (iii) the lien, if any, which may have been created by the delivery of the Deposit and any other sums which may be paid on account of this Contract, shall wholly cease; and
- (iv) neither party shall have any further rights or obligations hereunder except for any obligations which specifically survive such termination.

G. Purchaser shall defend, indemnify and hold Seller harmless from and against all losses, costs, expenses, damages, claims and liabilities, including reasonable attorneys' fees, arising from or in connection with Purchaser's, Purchaser's agents, engineers, contractors, consultants and/or employees access to the Property, including but not limited to: a) any bodily injury or property damage caused by Purchaser or Purchaser's consultants, agents, engineers, contractors and/or employees; and/or b) such tests and Inspection. The forgoing indemnity shall not include any losses, costs, expenses, damages, claims and liabilities that are attributable to the negligence or willful misconduct of Seller, its employees, invitees, agents or independent contractors.

H. Prior to Closing, and except as required by the applicable law, Purchaser shall not disclose the results of any such testing to any person or entity other than Purchaser's attorneys, or Purchaser's consultants, agents, engineers, contractors and/or employees to the extent reasonably necessary to conduct, review and assess the Inspections and results thereof (and except as required by law), without Seller's prior written consent, not to be unreasonably withheld, conditioned, or delayed

I. Purchaser shall have no right to require Seller to perform any remediation or issue any credit or payment with respect to any condition disclosed in connection with such tests and Inspections. Seller shall have the right to terminate this Contract if Purchaser is not satisfied with the Inspections and Seller shall notify Purchaser in writing of Seller's intent to terminate this Contract and upon such termination, Seller shall return to Purchaser, all sums deposited by Purchaser hereunder and this Contract will be null and void and of no further force or effect.

J. Purchaser shall perform all Inspections with due diligence, utilizing reputable contractors (which may include duly qualified employees of Purchaser). Prior to commencing any Inspections, Purchaser shall provide Seller with certificates of insurance from any and all consultants, contractors, and from Purchaser. Purchaser shall provide Seller with such policy coverage and limits as are reasonably satisfactory to Seller consistent with industry standards. Upon completion of the Inspections, Purchaser shall restore the Property to as good a condition as existed prior thereto, reasonable wear and tear excepted. Purchaser shall indemnify Seller for any and all acts, damages, costs or expenses resulting from any Inspections performed on the Property and/or from Purchaser's and/or Purchaser's engineers', agents', consultants', contractors' and/or employees' negligence or willful misconduct with respect to said Inspections. Purchaser shall use its commercially reasonable efforts to minimize the impact of its due diligence activities on the Seller, its employees and students.

ERRORS OR MISTAKES IN APPORTIONMENTS, ADJUSTMENTS

25. The Seller and Purchaser agree that any errors or omissions in computing apportionments or of adjustments at the time of the closing shall be corrected, and that this provision shall survive the closing of title and the delivery of the deed.

LIMITATION OF SELLER LIABILITY

26. If Seller is unable to transfer title to Purchaser in accordance with this Contract, Seller's sole liability shall be to refund all money paid on account of this Contract, plus all expenses incurred by Purchaser in connection with this transaction. Upon such refund and payment, this Contract shall be considered canceled, and neither Seller nor Purchaser shall have any further rights against the other. Notwithstanding the foregoing, Purchaser shall be entitled to bring an action for specific performance.

CERTIFICATE OF OCCUPANCY

27. The Seller represents that the Property either has a certificate of occupancy for the original construction thereof, together with a certificate of occupancy for any subsequent additions for which such a certificate is required by the municipality where the Property is located, or, in the alternative, that the improvements on the Property were constructed prior to the date and time when the municipality where the Property is located began issuing certificates of occupancy.

PAYMENT ON CONTRACT ESCROW

28. The amount paid on the signing of this Contract by the Purchaser shall be held in escrow, in NBT Bank, N.A., by the attorneys for the Seller, Corbally, Gartland and Rappleyea, LLP, until the consummation of this Contract and the delivery of the deed hereunder, or earlier termination of this Contract. The parties agree that if a dispute arises under this Contract, Seller's attorneys may continue to represent Seller, and the mere holding of this escrow shall not be considered a conflict of interest.

NO ASSIGNMENT

29. The Purchaser shall not assign this Contract without the prior written consent of the Seller. The Seller shall be under no obligation to grant such consent. Any purported assignment hereof in violation of this paragraph shall be null and void *ab initio*.

TITLE COMPANY APPROVAL

30. Seller shall give and Purchaser shall accept such title as any member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy and at standard rates, subject only to the matters provided for in this Contract.

EXCESSIVE TITLE CHARGES

31. In the event Purchaser's title company charges the Seller a "pick up" fee for the satisfaction of any existing lien, or in excess of the charge of the County Clerk in which the property is located for the recording of the satisfaction of mortgage, the Seller shall not be responsible to pay more than \$200.00 for a "pick up" fee nor more than the County Clerk's actual fee for recording. Purchaser

agrees to pay any portion of the pick up fee in excess of \$200.00 and recording charges in excess of the County Clerk's charges.

TENANTS:

32. Seller shall deliver the Property free of any tenants except the Leases to survive Closing pursuant to Section 2 above. In addition, Seller may continue to use the building on the Property through July 31, 2026 pursuant to a lease agreement between Purchaser and Seller to be entered into separately.

MISCELLANEOUS

33.

(a) This Contract shall and any dispute arising in connection herewith shall be governed by the laws of The State of New York, without reference to its choice of law provisions.

(b) Each party waives any right to a trial by jury in connection with any action or proceeding arising hereunder.

(c) This Contract may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. PDF signatures shall be binding.

(d) Except as otherwise provided herein, all notices and other communications hereunder shall be in writing and sent by certified or registered mail, return receipt requested, by overnight delivery service, with all charges prepaid, by hand delivery or by facsimile, if to Seller, then to Poughkeepsie Day School, Inc., 244 Boardman Road, Poughkeepsie, New York 12601, with a copy to Corbally, Gartland and Rappleyea, LLP, 1733 Main Street, Pleasant Valley, New York 12569, Attn.: Patrick Gartland, Esq., and if to Purchaser, then to Town of Poughkeepsie, 1 Overocker Road, Poughkeepsie, New York 12603, Telecopy: 845-485-3701, Attn.: Rebecca Edwards, Supervisor, with a copy to Zarin & Steinmetz, LLP, 81 Main Street, Suite 415, White Plains, New York 10601, Attn.: David J. Cooper, Esq., or, in each case, to such other address as Seller or Purchaser may specify to the other party in the manner required hereunder. All such notices and correspondence shall be deemed given (i) if sent by certified or registered mail, three (3) Business Days after being postmarked, (ii) if sent by overnight delivery service or by hand delivery, when received at the above-stated addresses or when delivery is refused and (iii) if sent by telecopier/facsimile transmission, when such transmission is confirmed by the recipient.

(e) Any action or proceeding arising out of this Contract shall be brought in the New York Supreme Court in Dutchess County, New York.

(f) Captions are used in this Contract for convenience only and shall not be considered in interpreting this Contract.

(g) This Contract sets forth the entire agreement between the parties with respect to the Property. Purchaser acknowledges that Purchaser has not relied on any other architect's plans, sales plans, selling brochures, advertisements, warranties or other written or oral statements of any nature whatsoever, whether made by Seller, anyone working for Seller, or any other person. This Contract

supersedes any prior agreement, contract or understanding between the parties with respect to the Property.

(h) No delay or omission of either Party to exercise any right or remedy hereunder shall impair any such right or operate as a waiver thereof. No single or partial exercise by either party of any right or remedy shall preclude any other or further exercise thereof or preclude any other right or remedy.

(i) This Contract may not be changed or terminated orally.

(j) Neither party may assign this Contract without the other party's consent in its sole discretion. If any assignment is approved, this Contract shall apply to and bind the successors and assigns of the Seller and Purchaser.

(k) Each party shall keep all information and matters disclosed herein and any information and matters disclosed during the negotiation hereof, confidential and make no disclosures of same, except as required by applicable law. In the event that the purchase and sale contemplated by this Contract does not close, the Purchaser shall keep confidential any matters pertaining to the Seller or the Property not already in the public domain or subject to public disclosure pursuant to applicable law. Notwithstanding the foregoing, Purchaser and Seller agree that information shall not be deemed confidential and Purchaser shall have no obligation to hold in confidence such information, to the extent that such information: (i) is already known to Purchaser, having been disclosed to Purchaser by a third party without such third party having an obligation of confidentiality to Seller; (ii) is or becomes publicly known through no wrongful act of Purchaser, its employees, officers, directors, agents or representatives; (iii) is independently developed by Purchaser without reference to any confidential information disclosed hereunder; (iv) is approved for release (and only to the extent so approved) by Seller; or (v) is disclosed pursuant to the lawful requirement of a court or where required by operation of applicable law (including with respect to any obligation of Purchaser to disclose the terms of this Agreement at any public hearing pursuant to applicable law). This provision shall survive the termination of this Contract.

(l) After the Closing, the Purchaser shall ensure that the Seller receives reasonable access and use of the gymnasium, theater and sports fields at the Property, or any other recreational facilities owned by the Seller, in each case on terms no less favorable than those offered to any similarly situated user, in each case subject to the Seller maintaining commercially reasonable insurance coverage for such use and access.

(m) Unless otherwise expressly set forth herein, each party shall be responsible for its own costs and expenses incurred in connection herewith.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed and delivered by its proper and duly authorized representative as of the date first set forth above.

POUGHKEEPSIE DAY SCHOOL, INC.

TOWN OF POUGHKEEPSIE

By: _____
Name:
Title:

By: _____
Name:
Title:

Receipt of the down payment is acknowledged, and the undersigned agrees to act in accordance with the provisions of paragraph 28 above.

Corbally, Gartland and Rappleyea, LLP

By: _____
Patrick T. Gartland, Partner

Schedule A
Property Description

Schedule B
Leases

1. Commercial Lease Agreement between Star2B and the Seller, dated October 4, 2023
2. Commercial Lease Agreement between Edge Athletic Club Inc. and the Seller, dated July 15, 2022
3. Land Lease Agreement, dated October 16, 2003, with Dutchess County Cellular Telephone Corporation, as assigned to TNO Landco LLC through an Easement and Lease Agreement (“Cell Assignment”), dated June 12, 2024 and related documents.
4. Solar Power Purchase Agreement, dated April 27, 2016, between the Seller and Dynamic Energy Solutions, LLC
5. Commercial Lease Agreement between Stringendo Inc. and the Seller, dated October 7, 2025

Schedule C
Assignment and Assumption Agreement
[See Attached]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Assignment”) is executed and effective as of the ___ day of _____, 2026 (the “Effective Date”) by and between POUGHKEEPSIE DAY SCHOOL, INC., a New York not for profit corporation having an address of 244 Boardman Road, Poughkeepsie, New York 12603 (“Assignor”) and TOWN OF POUGHKEEPSIE, a New York municipal corporation having an address of 1 Overocker Road, Poughkeepsie, New York 12603 (“Assignee”).

RECITALS

WHEREAS, Assignor and Assignee are parties to the Contract of Sale dated as of _____, 2026 (the “Purchase Contract”) concerning, inter alia, certain real property in the Town of Poughkeepsie, County of Dutchess and State of New York, having an address of 244 Boardman Road, Poughkeepsie, New York 12603 (the “Property”).

WHEREAS, each capitalized term used and not defined in this Assignment shall have the meaning given to such term in the Purchase Contract.

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume as herein provided, all of Assignor’s right, title and interest in and to (i) that certain Standard Land Lease Agreement, dated October 16, 2003 (the “Cell Tower Lease”) and (ii) that certain Solar Power Purchase Agreement, dated as of April 27, 2016 (the “Solar Lease” and together with the Cell Tower Lease, collectively, the “Lease”), true and complete copies of which is attached hereto as Exhibit A and Exhibit B, respectively.

TERMS

NOW, THEREFORE, in consideration of the execution of this Assignment by the parties hereto and the purchase price pursuant to the Purchase Contract (the receipt and sufficiency of such purchase price is hereby acknowledged by Assignor), incorporating the foregoing Recitals herein by this reference, and intending to be legally bound hereby, the parties agree as follows, all effective as of the Effective Date:

1. Assignment and Assumption of Lease: Security Deposits. Assignor hereby conveys, sets over, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the Lease. Assignor hereby confirms that, pursuant to the Lease, Assignor holds a security deposit in the aggregate amount of \$0 (the “Security Deposit”). Assignor hereby represents and warrants that it is authorized by all parties to the Lease to assign the Lease to Assignee, and that upon such assignment all parties to the Lease have agreed to continue to be obligated to Assignee as landlord in the Lease. At Closing (as such term is defined in the Purchase Contract), Assignee shall be given a credit for the Security Deposit. Assignee, by its execution hereof, agrees to assume all of Assignor’s right, title, interest, benefits, and duties in and under the Lease arising from _____ and _____ after _____ the _____ Effective _____ Date.
2. Rent. Assignee covenants to Assignor to account and pay over to Assignor all rent and additional rent received by the Assignee which accrued under the Lease for the period prior to the Effective Date, if any. Assignor covenants to Assignee to account and pay over to Assignee

all rent and additional rent received by the Assignor which accrued under the Lease for the period after the Effective Date, if any.

3. Indemnity and Hold Harmless. Assignor hereby agrees to indemnify, defend, protect and hold Assignee harmless from and against any and all demands, losses, actions, causes of action, judgments, penalties, fines, orders, claims, obligations, costs or expenses (including without limitation reasonable attorneys' fees) (collectively, "Claims") arising from a default of Assignor in performing any obligation of the landlord required under the Lease to be performed prior to the Effective Date. Assignee hereby agrees to indemnify, defend, protect and hold Assignor harmless from and against any and all Claims arising from a default of Assignee in performing any obligation of the landlord required under the Lease to be performed on or after the Effective Date.
4. The Purchase Contract. This Assignment is intended to supplement and fulfill certain conditions set forth in the Purchase Contract and is not intended to confer any rights upon Assignee that are greater in scope than those expressly contemplated under the Purchase Contract. THIS ASSIGNMENT IS SUBJECT TO ANY AND ALL LIMITATIONS SET FORTH IN THE PURCHASE CONTRACT. IF AND TO THE EXTENT THERE SHALL BE ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE PURCHASE CONTRACT AND THOSE OF THIS ASSIGNMENT, THE PROVISIONS OF THE PURCHASE CONTRACT SHALL GOVERN AND CONTROL.
5. Mutual Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING UNDER THIS ASSIGNMENT.
6. Entire Agreement. This Assignment and the relevant provisions of the Purchase Contract contain the entire understanding of the parties hereto as regards the subject matter of this Assignment, and supersede all prior and contemporaneous agreements and understandings, inducements or understandings, express or implied, written or oral, except as contained in this Assignment and the Purchase Contract.
7. Written Modifications Only. No modification of this Assignment shall be effective unless and then only to the extent expressed in a mutually executed agreement. Any purported modification which is not so expressed shall be void and unenforceable.
8. Binding Nature. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. Each party agrees to execute any further or additional documents as are necessary or reasonably appropriate to effectuate the purposes of this Assignment. This Assignment is governed by the laws of the State of New York notwithstanding any choice of law or conflict of laws principles to the contrary.
9. Counterparts; Signatures; Survival. This Assignment may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Signatures delivered by facsimile or in one or more electronic files shall be valid to bind each party to this Assignment. This Assignment shall survive Closing for six (6) months and shall not merge with the deed.

10. Severability. The inapplicability or unenforceability of any provision of this Assignment shall not limit or impair the operation or validity of any other provision of this Assignment.
11. Captions. The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect any of the terms or provisions hereof.
12. Interpretation Not Construed Against Assignor. This Assignment was drafted by Assignor as a matter of convenience and shall not be construed for or against either party by that reason. The parties hereto acknowledge and agree that each was represented by counsel of its own choosing.
13. Schedules. All schedules and exhibits referred to herein are intended to be and hereby are specifically made part of this Assignment.
14. No Waiver. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the agreements, terms, covenants, conditions or obligations of this Assignment, or to exercise any rights, remedy or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such agreement, terms, covenants, conditions or obligations of this Assignment or of the right to exercise such right, remedy or election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.
15. Court Costs and Attorney's Fees Upon Enforcement. If either party hereto shall institute any action or proceeding in court to enforce any provision hereof, the prevailing party shall be entitled to recover from the losing party its court costs and reasonable attorneys' fees for the services rendered to the prevailing party in such action or proceeding, including appellate proceedings and bankruptcy proceedings. Such attorneys' fees and court costs shall be in addition to any other costs to which such party shall be legally entitled.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

Assignor:

Assignee:

POUGHKEEPSIE DAY SCHOOL, INC.

TOWN OF POUGHKEEPSIE

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

Cell Tower Lease and Cell Assignment
[See Attached]

Exhibit B

Solar Lease

[See Attached]

Schedule D
Tenant Estoppel Certificate
[See Attached]

TENANT ESTOPPEL CERTIFICATE

DATE: _____, 2026

TO: Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, New York 12603 (“Purchaser”)

FROM: _____ (“Tenant”)

RE: 244 Boardman Road, Poughkeepsie, New York 12603 (“Property”)

The undersigned Tenant under certain lease effective as of _____ (“Lease”) by and between Poughkeepsie Day School, Inc., as Lessor (“Landlord”) and the undersigned Tenant covering premises commonly known as _____ (the “Leased Premises”) certifies the following as of the date hereof:

1. Tenant is the lessee under the Lease demising the Leased Premises, a true and accurate copy of which is attached hereto. The term of the Lease commenced on _____ and will expire on _____.
2. Tenant certifies to Purchaser that (a) the Lease has been properly executed by Tenant and is presently in full force and effect without amendment or modification, except as noted in the first paragraph; (b) the Leased Premises currently consists of _____ located at the Property (approx. _____ square feet); (c) the current annual base rent is \$ _____; (d) all construction required by the Lease to be made by Landlord has been completed, and any and all payments, credits or abatements required to be given to by Landlord to Tenant have been given; (e) no installments of rent under the Lease other than current monthly rent has been paid more than thirty (30) days in advance nor are any installments of rent past due by thirty (30) days; (f) Tenant is not in arrears on any rent or other charges payable by Tenant under the Lease; (g) Tenant has accepted and is occupying the Leased Premises; (h) the Lease has not been assigned nor has the Leased Premises been subleased by Tenant; (i) Landlord is not in default under the Lease and, to the Tenant’s knowledge as of the date hereof, no event has occurred which, with the giving of notice or passage of time, or both, could result in a default by Landlord; (j) Tenant has no existing defenses, offsets, liens, claims or credits against the rentals under the Lease or against the enforcement of the Lease by Landlord; (k) Tenant has not been granted any options to extend or terminate the term of the Lease earlier than the date specified in Paragraph 1, except as may be specified in the Lease, and Tenant has not been granted any rights of refusal on any other space in the Property or any options nor rights of first refusal to purchase the Leased Premises or the

Property; (l) Tenant has not received notice of violation of any federal, state, county or municipal laws, regulations, ordinances, orders or directives relating to the use or condition of the Leased Premises or the Property; (m) no hazardous wastes or toxic substances, as defined by all applicable federal, state or local statutes, rules or regulations have been disposed, stored or treated on or about the Leased Premises by Tenant.

The undersigned is authorized to execute this Tenant Estoppel Certificate on behalf of the Tenant.

TENANT:

By: _____
Name:
Title:

RESOLUTION 2:4 - # 80 OF 2026

BOND RESOLUTION
(Permissive Referendum – Multi Purpose)

At a regular meeting of the Town Board of the Town of Poughkeepsie, Dutchess County, New York, held at the Town Hall, in Poughkeepsie, New York, in said Town, on February 4, 2026 at 7 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Rebecca Edwards, and upon roll being called, the following were

PRESENT:

2nd Ward Councilperson Barbara Laird
3rd Ward Councilperson Shantha Thangiah
4th Ward Councilperson Emily Watson
5th Ward Councilperson Ryan Sharpe
6th Ward Councilperson Ann Shershin

ABSENT:

1st Ward Councilperson, Bill Reuten

The following Bond Resolution attached and incorporated herein, as to which the Town Board does hereby waive a verbatim reading, and directs that it be spread across the record as if it in fact had been read verbatim, was offered by Emily Watson, who

moved its adoption, seconded by Ann Shershin, and having been duly put to a vote, which resulted as follows:

Councilperson Reuter	VOTING <u>Absent</u>
Councilperson Laird	VOTING <u>Aye</u>
Councilperson Thangiah	VOTING <u>Aye</u>
Councilperson Watson	VOTING <u>Aye</u>
Councilperson Sharpe	VOTING <u>Aye</u>
Councilperson Shershin	VOTING <u>Aye</u>
Supervisor Edwards	VOTING <u>Aye</u>

The resolution was thereupon declared duly adopted.

* * * * *

BOND RESOLUTION DATED FEBRUARY 4, 2026.

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF AN AGGREGATE \$13,200,000 BONDS OF THE TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND BUILDING THEREON AND IMPROVEMENTS THERETO TO SERVE AS A NEW TOWN HALL, IN AND FOR SAID TOWN.

WHEREAS, the capital projects hereinafter described, as proposed, have been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have any significant adverse impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital projects, NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of **not less than two-thirds of the total voting strength** of the Town Board of the Town of Poughkeepsie, Dutchess County, New York, as follows:

Section 1. The following are hereby authorized in and for the Town of Poughkeepsie, Dutchess County, New York:

- a) The purchase of a parcel of land of +/- 30.7 acres and the building thereon for use as a new Town Hall, located at 244 Boardman Road in said Town, including incidental expenses in connection therewith, at a maximum estimated cost of \$6,600,000, being a specific object or purpose having a period of probable usefulness of 30 years, pursuant to subdivision 94, based on subdivisions 11(a) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law; and

- b) The reconstruction of said building for use as a new Town Hall, including original equipment, machinery, apparatus, appurtenances, site improvements, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$6,600,000, being a specific object or purpose having a period of probable usefulness of 25 years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 2. The aggregate maximum estimated cost of the aforesaid specific objects or purposes is hereby determined to be \$13,200,000, and the plan for the financing thereof is by the issuance of \$13,200,000 serial bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law, to be allocated in accordance with the maximum estimated costs of each set forth in Section 1 hereof. It is hereby further determined that the maximum maturity of said bonds shall exceed five (5) years.

Section 3. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 4. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said

bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of the Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 5. The faith and credit of said Town of Poughkeepsie, Dutchess County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 6. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 9. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

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

Councilperson Reuter	VOTING <u>ABSENT</u>
Councilperson Laird	VOTING <u>AYE</u>
Councilperson Thangiah	VOTING <u>AYE</u>
Councilperson Watson	VOTING <u>AYE</u>
Councilperson Sharpe	VOTING <u>AYE</u>
Councilperson Shershin	VOTING <u>AYE</u>
Supervisor Edwards	VOTING <u>AYE</u>

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION

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

I, the undersigned Clerk of the Town of Poughkeepsie in the County of Dutchess, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on February 4, 2026.
2. That such meeting was a **special** regular (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1) *This was published on our website on January 30th 2026 and also sent via gov DEL to over 1000 households in the town -*

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1) *Notice of meeting was posted on clerk Bulletin Board on January 30th 2026 and also on our website on agenda page and sent out to over 1000 members of the public via gov DEL.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this February 4, 2026.



(CORPORATE SEAL)

Felicia Salvatore

Town Clerk

NOTICE OF ADOPTION OF RESOLUTION

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Poughkeepsie, Dutchess County, New York, at a meeting held on February 4, 2026 duly adopted a resolution, a summary of which is published herewith **subject to a permissive referendum.**

Dated: Poughkeepsie, New York,
February 4, 2026.

/s/Felicia Salvatore
Town Clerk

BOND RESOLUTION DATED FEBRUARY 4, 2026.

A RESOLUTION AUTHORIZING, SUBJECT TO PERMISSIVE REFERENDUM, THE ISSUANCE OF AN AGGREGATE \$13,200,000 BONDS OF THE TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF A PARCEL OF LAND AND BUILDING THEREON AND IMPROVEMENTS THERETO TO SERVE AS A NEW TOWN HALL, IN AND FOR SAID TOWN.

WHEREAS, the capital projects hereinafter described, as proposed, have been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have any significant adverse impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital projects, NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of **not less than two-thirds of the total voting strength** of the Town Board of the Town of Poughkeepsie, Dutchess County, New York, as follows:

Section 1. The following are hereby authorized in and for the Town of Poughkeepsie, Dutchess County, New York:

- a) The purchase of a parcel of land of +/- 30.7 acres and the building thereon for use as a new Town Hall, located at 244 Boardman Road in said Town, including incidental expenses in connection therewith, at a maximum estimated cost of \$6,600,000, being a specific object or purpose having a period of probable usefulness of 30 years, pursuant to subdivision 94, based on subdivisions 11(a) and 21(a) of paragraph a of Section 11.00 of the Local Finance Law; and
- b) The reconstruction of said building for use as a new Town Hall, including original equipment, machinery, apparatus, appurtenances, site improvements, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$6,600,000, being a specific object or purpose having a period of probable usefulness of 25 years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 2. The aggregate maximum estimated cost of the aforesaid specific objects or purposes is hereby determined to be \$13,200,000, and the plan for the financing thereof is by the issuance of \$13,200,000 serial bonds of said Town hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law, to be allocated in accordance with the maximum estimated costs of each set forth in Section 1 hereof. It is hereby further determined that the maximum maturity of said bonds shall exceed five (5) years.

Section 3. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor,

the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 4. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of the Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 5. The faith and credit of said Town of Poughkeepsie, Dutchess County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 6. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. Upon this resolution taking effect, the same shall be published in summary form in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 9. **THIS RESOLUTION IS ADOPTED SUBJECT TO PERMISSIVE REFERENDUM.**

CERTIFICATION OF POSTING

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

I, the undersigned Clerk of the Town of Poughkeepsie, Dutchess County, New York, DO
HEREBY CERTIFY:

That on the 5th day of February, 2026, I caused to be posted on the official signboard
maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Adoption
of a bond resolution adopted by the Town Board of said Town on February 4, 2026.

A true and correct copy of such Notice of Adoption is attached hereto.


Town Clerk

Sworn to before me this 5th day
of February, 2026.



Notary Public



RESOLUTION 2:4 - #80 OF 2026

RESOLUTION AUTHORIZING ENGAGEMENT OF RIVER CITY ABSTRACT OF HUDSON VALLEY INC. FOR TITLE SEARCH AND TITLE INSURANCE

WHEREAS, the Town of Poughkeepsie is pursuing the acquisition of approximately 30.7 acres of land, including the Gilkeson Building and sports fields, located at 244 Boardman Road, Poughkeepsie, New York, from Poughkeepsie Day School, Inc.; and

WHEREAS, River City Abstract of Hudson Valley Inc. began a title search on the same property when the Town first considered purchase; and

WHEREAS, the Town desires to continue engaging River City Abstract of Hudson Valley Inc. to provide title search services and title insurance in connection with the anticipated transaction; and

WHEREAS, any title insurance policy issued in connection with the transaction would be issued at New York State regulated premium rates, with payment of the premium and related fees due at closing; and

WHEREAS, in the event the transaction does not proceed to closing, the Town would be responsible only for out-of-pocket expenses incurred by River City Abstract of Hudson Valley Inc. in connection with the title search and related services, now therefore

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie hereby authorizes the Town Supervisor or her designee to engage River City Abstract of Hudson Valley Inc. to provide title search services and title insurance in connection with the acquisition of the property located at 244 Boardman Road, Poughkeepsie, New York; and

BE IT FURTHER RESOLVED, that the Town Supervisor or her designee is authorized to execute any agreements or documents necessary to effectuate such engagement, with payment of the premium and related fees not to exceed \$25,000 if the transaction closes, or \$1,500 for out-of-pocket expenses if the transaction does not proceed to closing, in accordance with New York State regulated premium rates.

Dated: February 4th 2026

Moved: Ryan Sharpe

Seconded: Barbara Laird

Motion Passes/ Fails: Ayes 6 Nays 0

ES/mem
t-1/30/2026
m-2/4/2026

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

RESOLUTION 2:4 - # 82 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor or her designee to retain McGrath & Company, Inc., to provide appraisal services relating to real property located at 244 Boardman Road, Poughkeepsie, New York, at a cost not to exceed \$7,500.00.

Dated: February 4th 2026

Moved: Ann Shershin

Seconded: Barbara Laird

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/28/2026
m-2/4/2026

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

Professional Valuation Services Agreement

DATE OF AGREEMENT: December 19, 2025

PARTIES TO AGREEMENT:

Client

Town of Poughkeepsie
Rebecca Edwards, Town Supervisor
1 Overocker Road
Poughkeepsie, NY 12603
845-485-3607
redwards@townofpoughkeepsie-ny.gov

Appraisers

Al DeKrey, MAI
McGrath & Company, Inc.
PO Box 514
Fishkill, NY 12524
(845) 896-5333 x 248
al@mcgrathandco.com

Salvatore DeSiena
McGrath & Company, Inc.
PO Box 514
Fishkill, NY 12524
(845) 896-5333 x 231
sal@mcgrathandco.com

Client hereby engages Appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

Part of 244 Boardman Road, Poughkeepsie, NY 12603
Tax ID: 6260-03-146453-0000 (To be Subdivided)

PROPERTY TYPE

Poughkeepsie Day School consisting of subdivided lots 1 & 3 identified on the Major Subdivision Plat for Poughkeepsie Day School prepared by LaBella Associates. The lots subject of this appraisal comprise approximately 30.7 acres and are improved with the 56,233 square foot Gilkeson Center, athletic fields, solar array and cellular tower.

INTEREST VALUED

Fee Simple Interest subject to existing ground leases for solar array and cellular tower

INTENDED USERS

The Town of Poughkeepsie and their authorized representatives.

Note: No other users are intended by Appraisers. Appraisers shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE

To assist Client and intended users in negotiating a purchase of the property.

TYPE OF VALUE

Market Value

EFFECTIVE DATE

The effective date will be the date the property is inspected by the appraiser.

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

There are no hypothetical conditions or extraordinary assumptions anticipated.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute (USPAP)

ANTICIPATED SCOPE OF WORK

SITE VISIT

Interior and exterior observation, on-site

Report option

Appraisal Report

Form or format:

Narrative

DELIVERY DATE

4-5 weeks from the date of inspection and receipt of pertinent information i.e. ground leases, sale contract, etc. required to complete the appraisal.

DELIVERY METHOD

Email (PDF)

NUMBER OF COPIES

1 digital PDF

APPRAISAL FEE

\$7,500

PROPERTIES UNDER CONTRACT FOR SALE

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third-party, or any cause of action in favor of any third-party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser’s discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser’s assignment pursuant to this Agreement shall not include the Appraiser’s participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser’s opinion of value will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within one month of the Date of Agreement specified.

GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

Appraisers

Name: Al DeKrey, MAI

Signature: 

Date: December 19, 2025

Name: Salvatore DeSiena

Signature: 

Date: December 19, 2025

Client

Name: _____

Signature: _____

Date: _____

RESOLUTION 2:4 - # 9 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to execute a Security and Escrow Agreement for Wetland Monitoring with Allspace, LLC., in substantially the form attached, subject to approval by the Attorney to the Town, Planning Board Attorney, Town Engineer and the Director of Municipal Development for the Town of Poughkeepsie.

Dated: February 4th 2026

Moved: Barbara Laird

Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/28/2026
m-2/4/2026

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

SECURITY AND ESCROW AGREEMENT FOR WETLAND MONITORING

This Security and Escrow Agreement is executed this ___ day of _____, 2026, between **Allspace, LLC**, a New York limited liability company, having an office at 85 Civic Center Plaza, Suite 201, Poughkeepsie, New York 12601 (“Owner”) and 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 bearing tax parcel identification numbers 6162-02-814518 (address of 100-120 Salt Point Turnpike) and 134689-6162-16-860468-0000 (address of [no number] North Grand Avenue), and shown on a certain Site Plan Set entitled “Allspace Self Storage LLC Site Plan Amendment” prepared by LRC Group, dated March 14, 2019 (the “Property”), which property received conditional final subdivision approval from the Town of Poughkeepsie Planning Board in 2019, and amended by resolution dated June 15, 2023, for the set of site plans entitled “AllSpace Self Storage Facility Expansion,” prepared by LRC Group, last revised October 2, 2023 (19 sheets), signed by the Planning Board Chair on October 6, 2023, and subject to subsequent amendments approved by the Town (the “Project”); and

WHEREAS, the Project required an aquatic resource permit which was issued by the Town on October 16, 2023, pursuant to Chapter 116 of the Town Code; this agreement is intended to ensure the fulfillment of all requirements contained therein; and

WHEREAS, as part of the approval process, on March 16, 2023, 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, it was determined that there were degraded and severely disturbed wetlands on the Property, which would require wetland mitigation to improve hydrologic and vegetative conditions within those wetlands; the overall wetland mitigation goals were the elimination of a stand of Phragmites and the reestablishment of non-channelized hydrology and varied native shrubs and emergent vegetation within the site; and

WHEREAS, the Town’s environmental consultant, Aspen Environmental, through its principal, Karol Knapp, has been overseeing the wetland mitigation, and advises that it is progressing satisfactorily, and that all required plantings have been installed; and

WHEREAS, spot removal of Phragmites is an ongoing process, as is monitoring for the survivability and vigor of the planted shrubs, as the goal of these plantings is to provide shade, thereby inhibiting the potential for Phragmites migration from the wooded area into the mitigation area; these plantings should be replaced if they are not providing the intended shade coverage; and

WHEREAS, monitoring is therefore required at least twice annually to determine if the plantings are surviving and if there has been any Phragmites reestablishment, and to devise proper plans for eradication where observed (spot removal includes cutting to below the water line in late

July, just before flowering, and possible herbicide painting of cut stems); such monitoring and spot removal along with reporting is to continue for 5 years upon wetland mitigation completion, thus should be continued through the 2030 growing season.

WHEREAS, Aspen Environmental recommends semi-annual monitoring of the wetlands for a period of 5 years commencing January 2026, and the establishment of an escrow fund in the amount of \$10,000.00 to cover the costs of such monitoring and inspection, and to allow for the planting of new or additional plants and shrubs, as the Town's environmental consultant may deem necessary to complete the wetland mitigation, which amount was reviewed and accepted by the Director of Municipal Development, and Owner is amenable to the same; and

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 Security and Escrow Agreement, together with the Cash Deposit described in paragraph 4, to provide for the semi-annual inspection and monitoring of the wetlands on the Property by the Town's environmental consultant, and the planting of new or additional plants and shrubs as the consultant may deem necessary to complete the wetland mitigation. Such additional plantings shall be installed by Allspace. If Allspace fails to timely do so, the Town, or its designee, may install the plantings and charge the cost of doing so against the escrow.
3. The Town shall have the right to draw upon the escrow as inspections occur and to utilize the escrow should Allspace not adhere to any replanting requirements mandated by the Town's environmental consultant. 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 of the monitoring, inspections and plantings exceeds the amount of the Escrow, 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 the monitoring.
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 in the amount of \$10,000.00, said amount being the amount determined by Aspen Environmental as sufficient to cover the cost of the inspections and monitoring for the 5-year period.
5. Owner hereby grants an irrevocable license to the Town, its officials, employees, agents and contractors and the Town's environmental consultant (collectively, the "Town Parties") to enter the Property subject to at least 48 hours' notice to Allspace, delivered via email to each of Kelly Libolt (kelly@karcpc.com) and Amy Argyrakis (amy@karcpc.com), to conduct the inspections and monitoring during the term of 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 purposes of this Security and Escrow Agreement. The license granted by this Agreement shall expire and become null

and void upon the date of certification by the Town's environmental consultant to the Director of Municipal Development that inspection, monitoring and plantings have been satisfactorily completed.

6. 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 Cash Deposit by the Director of Municipal Development.

7. 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.

8. 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.

9. 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.

10. The individual executing the Agreement represents and warrants that 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 on the date set forth above.

ALLSPACE, LLC

TOWN OF POUGHKEEPSIE

Jason Page, Managing Member

Rebecca Edwards, Supervisor

ACKNOWLEDGMENTS

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

On the ___ day of _____ in the year 2026 before me personally appeared Jason Page, 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.

Notary Public

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 2:4 - #10A OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the Supervisor to sign the following documents relating to the conditionally approved Habitat for Humanity five-lot subdivision on Sunset Avenue, in substantially the form annexed:

1. Stormwater Management Facility Inspection and Maintenance Easement and Agreement (Easement Area # 3) (Lots 4 and 5);
2. Declaration of Covenants, Conditions, and Restrictions For Maintenance Of Premises (LOTS 4 and 5);
3. Stormwater Management Facility Inspection and Maintenance Easement and Agreement (Easement Area # 2) (Lots 3 and 4);
4. Stormwater Management Facility Inspection and Maintenance Easement and Agreement (Easement Area # 1) (Lots 1 and 5);
5. Conservation Easement;
6. Offer of Dedication;
7. Performance Bond for Public Improvements;
8. Agreement for Road Restoration;
9. Any supporting recording documents; and, *Easement for snow storage*

#10

BE IT FURTHER RESOLVED, that with respect to the offer of dedication for the road and related public improvements, said offer may be accepted in the future, at the Town Board's discretion, only after proper completion of the public improvements to be constructed by Habitat according to the approved plans, and inspected and approved by the Town Engineer and the Town Superintendent of Highways, and

BE IT FURTHER RESOLVED, that the Performance Bond for Public Improvements shall be set in an amount sufficient to ensure prompt and faithful performance of the construction of the Public Improvements and to ensure the road restoration as set forth in the Agreement for Road Restoration, said amount to be set by the Town Engineer and approved by the Director of Municipal Development, and

BE IT FURTHER RESOLVED, that such 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: February 4th 2026

Moved: Barbara Laird

Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/28/2026
m-2/4/2026

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

**STORMWATER MANAGEMENT FACILITY
INSPECTION AND MAINTENANCE EASEMENT AND AGREEMENT
(EASEMENT AREA # 3)
(LOTS 3 and 4)**

THIS EASEMENT and AGREEMENT is made as of the ____ day of _____, 2026, by HABITAT FOR HUMANITY OF DUTCHESS COUNTY, INC. having an office at 1830 South Road, Suite 109, Wappingers Falls, New York 12590 (“Habitat”) as Grantor to the TOWN OF POUGHKEEPSIE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 1 Overocker Road, Poughkeepsie, New York 12603 (the “Town”) as Grantee.

WITNESSETH:

WHEREAS, Declarant is the current fee owner of two parcels of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having addresses of [no number] Sunset Avenue and [no number] Sunset Avenue-rear, Grid Nos. 6162-05-085925-0000 and 6162-05-92918-0000, each as more particularly legally described collectively in Schedule A, attached hereto and made a part hereof (collectively, the “Property”); and

WHEREAS, conditional final major subdivision approval (the “Town Approval”) has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 20, 2025, for the set of plans entitled “Habitat for Humanity Subdivision and Site Plan” prepared by Day|Stokosa Engineering P.C., and reviewed and approved, as required, by Robert V. Oswald, L.S., dated June 26, 2023, and last revised on January 26, 2026, consisting of 14 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter collectively the “Plan Set”), that would allow the subdivision of the Premises into five lots to allow for the construction of 5 single-family homes (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”); and

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

WHEREAS, also as a condition of such approval, the Town, through its Planning Board, and the Code further require Owner 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. Owner does hereby grant and release unto the Town, its successors and assigns, an easement and right of way over, across and through the easement area described by metes

and bounds in the annexed **Schedule C**, and graphically shown on Sheet C120 of the Plan Set as the “Proposed Storm Water Easement Area over Lots 3 and 4” (the “Easement Area”) for the purpose of allowing access to, and maintenance of the Facility.

3. Owner does hereby grant unto the Town, its successors and assigns forever the right to enter upon the Premises in order to access and maintain the Facility, at reasonable times and in a reasonable manner, and for periodic inspection by the Town to ensure that the Facility is maintained in proper working condition to meet design standards and any other provisions as may be set by the Planning Board or required by the Code in effect as of the date of this Easement and as amended hereafter and all applicable New York State Department of Environmental Conservation (“NYSDEC”) regulations, standards and guidelines.

4. Owner shall be bound to the construction and maintenance provisions contained in the approved Stormwater Pollution Prevention Plan (“SWPPP”) for the Project, prepared by Day|Stokosa Engineering P.C., dated _____, and as depicted in the approved Project plans for the Facility as listed in Schedule B annexed to this Agreement, and as more specifically shown on Sheet C140 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, until such time as the Town assumes ownership of, and maintenance responsibility for, all or portions of the Facility.

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

6. At all times, Owner shall keep the Easement Area free and clear of all leaves, debris, brush and structures. Owner shall be responsible for maintenance and all expenses related to the Facility until such time, if any, that the Town assumes ownership and/or maintenance of the Facility.

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

recommendations for those actions necessary for the continuation of the stormwater control measures for the Facility.

8. The Town is authorized to undertake such steps as are reasonably necessary for the preservation, continuation or maintenance of the Easement and 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. The Town will assume maintenance responsibility for the Facilities serving the Road (Lashlee Lane) and within the Easement Area. The Town will not assume maintenance responsibility until the Road (Lashlee Lane) has been fully dedicated to the Town.

9. Until such time as the Town assumes ownership or maintenance of all or a portion of the Facility, this Easement and Agreement shall not confer upon the Town any duty or obligation to fix or maintain the Facility. Further, until such time, the Town's acceptance of any rights pursuant to this Easement and Agreement shall not be deemed as the acceptance of any duty or obligation to fix or maintain the Facility.

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

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

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

13. Owner 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.

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

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

On this _____ day of _____, 2026, before me personally came _____, known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), person(s) or corporation or entity on whose behalf the individual acted, executed the instrument.

Notary Public

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

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
For Maintenance Of Premises – Lots 4 and 5**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made as of the ____ day of _____, 2026, by HABITAT FOR HUMANITY OF DUTCHESS COUNTY, INC. having an office at 1830 South Road, Suite 109, Wappingers Falls, New York 12590(“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the current fee owner of two parcels of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having addresses of [no number] Sunset Avenue and [no number] Sunset Avenue-rear, Grid Nos. 6162-05-085925-0000 and 6162-05-92918-0000, each as more particularly legally described collectively in **Schedule A**, attached hereto and made a part hereof (collectively, the “Property”); and

WHEREAS, conditional final major subdivision approval (the “Town Approval”) has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 20, 2025, for the set of plans entitled “Habitat for Humanity Subdivision and Site Plan” prepared by Day|Stokosa Engineering P.C., and reviewed and approved, as required, by Robert V. Oswald, L.S., dated June 26, 2023, and last revised on January 22, 2026, consisting of 14 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter collectively the “Plan Set”), that would allow the subdivision of the Property into five lots to allow for the construction of 5 single-family homes (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”); and

WHEREAS, the Town Code of the Town of Poughkeepsie provides at §210-16E(3) that, “A major subdivision of previously undeveloped property abutting property developed for residential use shall include a one-hundred-foot setback from the adjoining residential property. The setback shall be landscaped to a depth of not less than 25 feet in a location as approved by the Planning Board. The landscaping shall consist of a mixture of evergreen and deciduous plantings as approved by the Planning Board The setback area shall be permanently preserved by recorded deed instrument in a form approved by the Town Attorney, and which shall provide for Town enforcement of said restriction;” and

WHEREAS, Lots 4 and 5 of the subdivision fall within the requirements of §210-16E(3) and are the subject of this Declaration (the “Premises”); and

WHEREAS, Habitat obtained a variance from the Town of Poughkeepsie Zoning Board of Appeals to allow a lesser buffer for the Premises than is required by §210-16E(3), and the Town of Poughkeepsie Planning Board, as part of the Town Approval, approved a landscaping plan for the Premises, which landscaping plan is Sheet C150 of the Plan Set, a copy of which is attached hereto as **Schedule C** (the “Landscaping Plan”); and

WHEREAS, this Declaration is intended to comply with the requirements of the Town Code and the Town Approval.

NOW, THEREFORE, for good and valuable consideration, including receipt of the Town Approval, and to comply with the requirements of the Town Code, Declarant hereby declares that the Premises 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 Premises and all present and future owners thereof, and shall inure to the benefit of the Town of Poughkeepsie and to the benefit of neighboring Premises owners as set forth herein.

1. Definitions.

1.1 "Landscaping Plan" means those portions of the Plan Set that depict the location, species, size, and spacing of the trees and associated landscaping intended to act as the required buffer between the subdivision and the adjacent residential properties, including Sheet C150 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 "Declarant" and/or "Owner" shall include 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 Landscaping Plan, or as may be field-adjusted or substituted upon written authorization by the Town's Director of Municipal Development consistent with the Plan Set.

2.2 Initial installation shall be completed as soon as practicable and prior to the issuance of a certificate of occupancy for either of the dwellings on Lot 4 or 5, 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 Premises 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 greatest extent practicable by the Owner of the Premises at that time, at the Owner's sole cost and expense.

4.2 Replacement trees shall be of the same species and caliper/size of the tree(s) to be replaced, to the greatest extent practicable. If replacement of the same size and type is not practicable, 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; 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.

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.

5. Town Access. 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 Premises for the limited purpose of inspection for compliance with this Declaration.
6. Enforcement; Remedies. 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 Premises 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. 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 Premises 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 Premises to the extent permitted by law.

The remedies set forth herein are cumulative and not exclusive.

8. Duration; Running with the Land; Binding Effect. The covenants, conditions, and restrictions set forth in this Declaration are and shall be deemed covenants running with the land, and shall burden the Premises and bind Declarant and all subsequent Owners. 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 exists on the Premises, 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. This Declaration is to be referenced in any conveyance deeds for the Premises; 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. This Declaration may be modified, amended, or partially

released only by a written instrument executed by the record Owner(s) of the Premises 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. Nothing herein prevents the Town from approving modifications to this Declaration consistent with applicable procedures; any material change affecting the obligations herein shall be reflected in a recorded amendment.

10. Allocation of Responsibility. Declarant, and any future Owner(s) of the Premises shall be solely responsible for all obligations herein. Upon subdivision, responsibility for the portions of the Landscaping Plan benefiting or burdening each subdivided parcel shall be the sole responsibility of Declarant or the Owner of that subdivided lot. If the Landscaping Plan shows trees or plantings 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.
11. Indemnity. 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 maintain the Premises in accordance with this Declaration, except to the extent caused by the active negligence or willful misconduct of the Town.
12. Notices.
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.

Upon the transfer of any portion of the Premises to a third party, Declarant, an Owner or the new Owner shall provide the name and address of the new owner to the Town.

The Town may use the official tax records of the Town Assessor's Office to determine any subsequent ownership of any portion of the Premises, and notices delivered in accordance with this Declaration to the record owner(s) shall be deemed provided within the terms of this Declaration.

Notices shall be deemed given upon receipt or first refusal.

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

14. 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.

HABITAT FOR HUMANITY OF DUTCHESS COUNTY, INC.

Eelco Kessels, Executive Director

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:

Emily Svenson, 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
(EASEMENT AREA # 4)
(LOTS 4 and 5)**

THIS EASEMENT and AGREEMENT is made as of the ____ day of _____, 2026, by HABITAT FOR HUMANITY OF DUTCHESS COUNTY, INC. having an office at 1830 South Road, Suite 109, Wappingers Falls, New York 12590 (“Habitat”) as Grantor to the TOWN OF POUGHKEEPSIE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 1 Overocker Road, Poughkeepsie, New York 12603 (the “Town”) as Grantee.

WITNESSETH:

WHEREAS, Habitat is the current fee owner of two parcels of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having addresses of [no number] Sunset Avenue and [no number] Sunset Avenue-rear, Grid Nos. 6162-05-085925-0000 and 6162-05-92918-0000, each as more particularly legally described collectively in **Schedule A**, attached hereto and made a part hereof (collectively, the “Premises”); and

WHEREAS, conditional final major subdivision approval (the “Town Approval”) has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 20, 2025, for the set of plans entitled “Habitat for Humanity Subdivision and Site Plan” prepared by Day|Stokosa Engineering P.C., and reviewed and approved, as required, by Robert V. Oswald, L.S., dated June 26, 2023, and last revised on January 22, 2026, consisting of 14 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter collectively the “Plan Set”), that would allow the subdivision of the Premises into five lots to allow for the construction of 5 single-family homes (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”);

WHEREAS, a stormwater management facility exists on proposed Lots 4 and 5; more specifically, an existing pipe originates off site and discharges on these lots (the “Facility”); and

WHEREAS, as a condition of the Town Approval, the Town, through its Planning Board, 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. Owner does hereby grant and release unto the Town, its successors and assigns, an easement and right of way over, across and through the easement area described herein by metes and bounds in the annexed **Schedule C**, and graphically shown on Sheet C120 of the

Plan Set, which sheet is annexed hereto as **Schedule D**, as “Proposed Drainage Easement Over Lots 4 and 5” (the “Easement Area”) for the purpose of allowing access to, and maintenance of, the Facility in the event that Owner fails to do so.

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

4. Owner, for itself and the future owners of Lots 4 and 5, does hereby covenant and agree that it shall maintain the Easement Area free of branches and leaves, and any other debris that would impair the functioning of the pipe and drainage area. No structures or changes to existing grades are permitted within the Easement Area, and no plantings are permitted that would interfere with the functioning of the pipe and the drainage area.

5. Owner hereby authorizes the Town to undertake such steps as are reasonably necessary for the preservation, continuation or maintenance of the Facility in the event that Owner, or the current owner of either lot, has failed to maintain the Facility, or has failed to undertake corrective action specified by the Town’s engineer, and/or his or her duly authorized deputy, agent or representative.

6. 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.

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

8. Owner shall promptly undertake necessary maintenance, repairs and replacement of the Facility’s stormwater control measures at the direction of the Town Engineer.

9. If ever the Town Engineer determines that the Facility owner(s) has/have failed to maintain the Facility or has/have failed to undertake corrective action specified by the Town Engineer, the Town is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the Facility 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.

10. 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.

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

12. 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.

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

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

TOWN OF POUGHKEEPSIE

HABITAT FOR HUMANITY OF
DUTCHESS COUNTY, INC.

By: _____
Rebecca Edwards
Town Supervisor

By: _____
Eelco Kessels, Executive Director

[ACKNOWLEDGMENTS FOLLOW ON THE NEXT PAGE]

**STORMWATER MANAGEMENT FACILITY
INSPECTION AND MAINTENANCE EASEMENT AND AGREEMENT
(EASEMENT # 1)
(LOTS 1 and 5)**

THIS EASEMENT and AGREEMENT is made as of the ____ day of _____, 2026, by HABITAT FOR HUMANITY OF DUTCHESS COUNTY, INC. having an office at 1830 South Road, Suite 109, Wappingers Falls, New York 12590 (“Habitat”) as Grantor to the TOWN OF POUGHKEEPSIE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 1 Overocker Road, Poughkeepsie, New York 12603 (the “Town”) as Grantee.

WITNESSETH:

WHEREAS, Declarant is the current fee owner of two parcels of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having addresses of [no number] Sunset Avenue and [no number] Sunset Avenue-rear, Grid Nos. 6162-05-085925-0000 and 6162-05-92918-0000, each as more particularly legally described collectively in **Schedule A**, attached hereto and made a part hereof (collectively, the “Property”); and

WHEREAS, conditional final major subdivision approval (the “Town Approval”) has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 20, 2025, for the set of plans entitled “Habitat for Humanity Subdivision and Site Plan” prepared by Day|Stokosa Engineering P.C., and reviewed and approved, as required, by Robert V. Oswald, L.S., dated June 26, 2023, and last revised on January 26, 2026, collectively consisting of 14 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter collectively the “Plan Set”), that would allow the subdivision of the Premises into five lots to allow for the construction of 5 single-family homes (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”); and

WHEREAS, an easement exists dated March 2007 and filed in the Office of the Dutchess County Clerk in April 2010, granted by a former owner, Metro Builders, to itself; and

WHEREAS, it is the intention of the parties hereto for Habitat, as the current owner, to grant to the Town certain rights and to accept certain responsibilities as set forth herein with respect to that easement area; and

WHEREAS, it is the further intention of the parties hereto that Habitat shall offer for dedication to the Town the property underlying a certain road to be known as “Lashlee Lane” and an existing water treatment pond and appurtenances (the “Facility”), as set forth in an Offer of Dedication filed contemporaneously herewith; and

WHEREAS, as a condition of the Town Approval, the Town, through its Planning Board, and the Town of Poughkeepsie Code (the “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 Town 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. Owner does hereby grant and release unto the Town, its successors and assigns, an easement and right of way over, across and through the easement area described by metes and bounds in the annexed **Schedule C**, and graphically shown on Sheet C120 of the Plan Set as the "Easement 1" (the "Easement Area") for the purpose of allowing access to, and maintenance of the Facility.

3. Owner does hereby grant unto the Town, its successors and assigns forever the right to enter upon the Premises in order to access and maintain the Facility, at reasonable times and in a reasonable manner, and for periodic inspection by the Town to ensure that the Facility is maintained in proper working condition to meet design standards and any other provisions as may be set by the Planning Board or required by the Code in effect as of the date of this Easement and as amended hereafter and all applicable New York State Department of Environmental Conservation ("NYSDEC") regulations, standards and guidelines.

4. Owner shall be bound to the construction and maintenance provisions contained in the approved Stormwater Pollution Prevention Plan ("SWPPP") for the Project, prepared by Day|Stokosa Engineering P.C., dated _____, and as depicted in the approved Project plans for the Facility as listed in Schedule B annexed to this Agreement, and as more specifically shown on Sheet C140 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, until such time as the Town assumes ownership of, and maintenance responsibility for, all or portions of the Facility.

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

6. At all times, Owner shall keep the Easement Area free and clear of all leaves, debris, brush and structures. Owner shall be responsible for maintenance and all expenses related to the Facility until such time, if any, that the Town assumes ownership and/or maintenance of the Facility.

7. At all times that Owner is the Owner of the Facility and responsible for its maintenance, Owner shall provide for the periodic inspection of the stormwater control measures for the Facility, as follows: Level 1 inspections shall be performed annually in

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

8. The Town is authorized to undertake such steps as are reasonably necessary for the preservation, continuation or maintenance of the Easement and 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. The Town will assume maintenance responsibility for the Facilities serving the Road (Lashlee Lane) and within the Easement Area. The Town will not assume maintenance responsibility until the Road (Lashlee Lane) has been fully dedicated to the Town.

9. Until such time as the Town assumes ownership or maintenance of all or a portion of the Facility, this Easement and Agreement shall not confer upon the Town any duty or obligation to fix or maintain the Facility. Further, until such time, the Town's acceptance of any rights pursuant to this Easement and Agreement shall not be deemed as the acceptance of any duty or obligation to fix or maintain the Facility.

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

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

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

13. Owner 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

Notary Public

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

On this _____ day of _____, 2026, before me personally came _____, known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), person(s) or corporation or entity on whose behalf the individual acted, executed the instrument.

Notary Public

RECORD AND RETURN TO:

Emily Svenson, Esq.
Attorney for the Town of Poughkeepsie
Town of Poughkeepsie Legal Department
Town Hall
1 Overocker Road
Poughkeepsie, New York 12603

CONSERVATION EASEMENT AND AGREEMENT

THIS **CONSERVATION EASEMENT AND AGREEMENT** is made and entered into this ____ day of _____ 2026 between **HABITAT FOR HUMANITY DUTCHESS COUNTY, INC.**, with an address of 1830 South Rd, Suite 109, Wappingers Falls, NY 12590 (“Habitat” or “Grantor”), and the **TOWN OF POUGHKEEPSIE**, a municipal corporation established under New York law having its principal business mailing address at 1 Overocker Road, Poughkeepsie, NY, 12603 (the “Town” or “Grantee”).

W I T N E S S E T H:

WHEREAS, Habitat is the current fee owner of two parcels of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having addresses of [no number] Sunset Avenue and [no number] Sunset Avenue-rear, Grid Nos. 6162-05-085925-0000 and 6162-05-92918-0000, each as more particularly legally described collectively in **Schedule A**, attached hereto and made a part hereof (collectively, the “Premises”); and

WHEREAS, conditional final major subdivision approval (the “Town Approval”) has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 20, 2025, for the set of plans entitled “Habitat for Humanity Subdivision and Site Plan” prepared by Day|Stokosa Engineering P.C., and reviewed and approved, as required, by Robert V. Oswald, L.S., dated June 26, 2023, and last revised on January 22, 2026, consisting of 14 sheets, which sheets are listed in Schedule B hereto, as the same may hereafter be amended with Town approval (hereinafter collectively the “Plan Set”), that would allow the subdivision of the Premises into five lots to allow for the construction of 5 single-family homes (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”); and

WHEREAS, Article 14 of the New York State Constitution states that “the policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products;” and

WHEREAS, by the enactment of Article 49 of the New York State Environmental Conservation Law, the State of New York has recognized the importance of private efforts to preserve land in a natural, scenic, and open condition and provides for the limitation and restriction of development, management, and use of such real property by conservation easement; and

WHEREAS, the Project was developed as a cluster subdivision under the provisions of the Code of the Town of Poughkeepsie (the “Town Code”), specifically §177-14 thereof, which gives the Town Planning Board the authority to modify applicable area, yard and bulk provisions of the Zoning Law as they apply to a specific plat, in exchange for the permanent preservation of open space; and

WHEREAS, the Town Code requires that such open space be preserved by, among other things, “appropriate restrictions and covenants placed in the deed(s) to [benefitted] lot(s) to ensure

the permanent preservation of the open space” (§177-14(S)(3)), and that a conservation easement be entered into and recorded in the chain of title (§177-14(U)); and

WHEREAS, pursuant to and as a condition of the Town Approval, this document is required and is intended to effectuate the Town Code open space requirements; and

WHEREAS, title to the open space will remain with Grantor, its successors and assigns, while the Town and the owners of each of the other lots in the subdivision shall have the right to enforce the covenants and restrictions set forth herein.

NOW THEREFORE, for good and valuable consideration, including the granting of the Town Approval, and pursuant to Article 49, Title 3 of the New York State Environmental Conservation Law, Grantor hereby conveys to Grantee a conservation easement consisting of the terms, covenants, and obligations as set forth herein, over and across those portions of the Property as set forth below:

1. The foregoing “whereas” clauses are incorporated by reference as if repeated in full hereat.

2. Grant of Easement. Grantor grants to Grantee a perpetual conservation easement (the “Conservation Easement”) over those portions of the Property identified as “Conservation 1,” “Conservation 2,” “Conservation 3,” “Conservation 4,” and “Conservation 5” (collectively, the “Conservation Areas”) on the Sheet C120 of the Plan Set, which sheet is attached hereto as **Schedule B**. Attached hereto as **Schedule A** are the legal descriptions of each of the Conservation Areas. This Conservation Easement shall be superior to all monetary liens, mortgages and other encumbrances.

3. Purpose. The purpose of this Conservation Easement is to conserve and protect in perpetuity the open space character, natural habitats, and scenic and aesthetic character of the Property, while providing for its compatible use.

4. Restrictions Applicable to the Conservation Areas. The following restrictions shall apply to the Conservation Areas:

- a. The land within the Conservation Areas shall remain in its natural state.
- b. No clearing, grading, filling, blasting, dredging, or other alteration of landforms is permitted.
- c. No removal or destruction of native trees or vegetation is permitted, except for the removal of dead or diseased trees.
- d. No planting of invasive or non-native species in, or adjacent to the Conservations Areas is permitted, except as allowed for maintenance, restoration, or habitat management consistent with the purpose of this Conservation Agreement and approved in advance by Grantee.
- e. No permanent structures or other improvements such as parking areas are permitted within the Conservation Areas.
- f. No alteration, diversion, or impoundment of natural watercourses, wetlands, ponds, or groundwater is permitted, and no placement of materials into wetlands or water bodies is allowed, except for minimal impacts necessary for conservation

management or restoration as approved in writing by Grantee and in compliance with applicable permits.

- g. No dumping, storage, or disposal of refuse, debris, vehicles, equipment, soil, fill, or hazardous substances is permitted.
- h. No use of motorized vehicles is permitted within the Conservation Areas.

5. Reserved Rights of Grantor. With respect to the Property, Grantor reserves for itself and its successors and assigns, and all others who claim under it, all rights with respect to the Property, including, without limitation, the right of exclusive use, possession, and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, as owner, subject to the restrictions and covenants set forth in this Conservation Easement.

6. Grantee Rights - Entry for Monitoring. Grantee, and its agents and contractors, shall have the right to enter the Property upon reasonable prior notice to Grantor, at reasonable times and in a reasonable manner, for the purpose of monitoring compliance, inspecting conditions, and enforcing this Easement. No right of general public access is created by this provision.

7. Management and Maintenance. Grantor may conduct routine maintenance and land stewardship, including invasive species control, habitat restoration, native plantings, erosion control, trail or path maintenance for management access (not public recreational use), and hazard tree removal, all consistent with the purpose of this Conservation Easement. Activities with potential material impacts shall be undertaken pursuant to a written management plan approved by Grantee.

8. No Grant of Public Use. Nothing herein shall be construed as a grant to the general public of any right to enter upon or otherwise use any part of the Property.

9. Enforcement.

- a. By Grantee. Grantee may enforce this Conservation Easement at law or in equity pursuant to ECL Article 49, Title 3, or as otherwise permitted, against any or all owners of the Property or any part thereof. If there is a violation or threatened violation of this Conservation Easement, Grantee shall notify Grantor, or the owner of the lot on which the violation or threatened violation has occurred, and may notify a party in violation or threatening the violation, if such party is not Grantor. At Grantee's discretion, Grantee may require Grantor to identify and notify any third party causing or threatening a violation of this Conservation Easement, if such third party can be identified.
- b. By Other Lot Owners. Each of the owners of any of the lots in the subdivision ("Lot Owner"), shall have the same rights as Grantee to enforce this Conservation Easement.

10. Upon notification of a violation or threatened violation, Grantor shall act to promptly cure the violation by: (i) ceasing the activity; (ii) stabilizing and restoring the Property to the condition before the violation; or (iii) taking such other action, including but not limited to

action against an identified third party violator; or in the case of a threatened violation, (iv) refraining from the activity that would cause the violation.

11. In addition to, and not in limitation of, any other rights of Grantee hereunder at law or in equity, in the event any breach, default or violation of any term, provision, covenant or obligation on Grantor's part to be observed or performed pursuant to this Easement is not cured by Grantor within fifteen (15) days' notice thereof by Grantee (which notice requirement is expressly waived by Grantor with respect to any breach, default or violations which, in Grantee's reasonable judgment, requires immediate action to preserve and protect any of the Open Space Values or otherwise to further the purposes of this Easement), Grantee shall have the right, at Grantee's election:

- a. to institute a suit to enjoin or cure such breach, default or violation by temporary and/or permanent injunction;
- b. to enter upon the Property and exercise reasonable efforts to terminate or cure such breach, default or violation and/or cause the restoration of that portion of the Property affected by such breach, default or violation to the condition that existed prior thereto; or
- c. to seek or enforce such other legal and/or equitable relief or remedies as Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purposes of this Easement; provided, however, that any failure, delay or election to so act by Grantee shall not be deemed to be a waiver or a forfeiture of any right or available remedy on Grantee's part with respect to such breach, default, or violation or with respect to any other breach, default, or violation of any term, condition, covenant or obligations under the Easement.

If a court of competent jurisdiction determines that a violation has occurred, Grantor shall pay, either directly or by reimbursement to Grantee, all reasonable attorneys' fees, court costs and other reasonable expenses incurred by Grantee in connection with any proceedings under this Section. Either party may exhaust such appeal procedures as are available to it.

12. Rights-of-Way and Encumbrances. Grantor shall not grant new easements, rights-of-way, licenses, or other encumbrances affecting the Property that are inconsistent with the Purpose, without Grantee's prior written approval.

13. Limits of Grantor Liability. Any other provision of this Conservation Easement to the contrary notwithstanding, Grantor shall have no liability of any kind to Grantee or to any Lot Owner from any damage or change to the Property or any portion thereof caused by any other owner or owners, or any other actions or events beyond her, his or its control.

14. Required Notifications. Grantor agrees to give Grantee advance written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement. Grantor further agrees to notify Grantee of

any conveyance, long term lease or transfer of the Property, such notice to be given in writing at least twenty (20) days in advance of such conveyance, long term lease or transfer

15. Inspection. Grantee and its duly authorized representatives shall have the right to enter the Property at reasonable times, in a reasonable manner, and where practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement.

16. Amendment, Variance, and Waiver. This Conservation Easement may be amended upon the written consent of Grantee and Grantor. Any such amendment, variance or waiver shall be consistent with the basic purposes of Article 49, title 3 of the Environmental Conservation Law and Section 170(h) of the Internal Revenue Code. Any such amendment, variance or waiver that does not comply with Article 49, title 3 or Section 170(h) shall be void and of no force or effect.

17. Perpetual Duration and No Merger. Except as expressly otherwise provided herein, this Conservation Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Conservation Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

18. Evidence of Encumbrance by Conservation Easement. Any subsequent conveyance, including, without limitation, any transfer, lease or mortgage of the Property, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows:

This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to the Town of Poughkeepsie by instrument dated _____, 2026, and recorded in the office of the Clerk of Dutchess County at Liber ___ of Deeds at Page _____.

The failure to include such language in any deed or instrument shall not affect the validity or applicability of this Conservation Easement to such property which shall continue to run with the land.

19. Notices. Any notice required or desired to be given under this Conservation Easement shall be in writing and shall be deemed given when received or three days after mailing by certified or registered mail, return receipt requested, postage prepaid, properly addressed as follows: (i) if to Grantee, at address set forth above; (ii) if to Grantor, at the address set forth above;

(iii) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to such party by duly giving notice pursuant to this paragraph.

20. Severability. Invalidation of any provision of this Conservation Easement by court judgment, order, statute, or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

21. Further Acts. Each Party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out the provisions of this Conservation Easement or which are necessary to qualify this instrument as a conservation easement under Article 49, Title 3 of the Environmental Conservation Law.

22. Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against Grantor and all future owners and any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. As used in this Conservation Easement, the terms "owner or grantor" include the owner of any beneficial equity interest in the Property or any portion thereof; the term "Grantor" includes the original Grantor and its successors and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof; and the term "Grantee" includes the original Grantee and its successors and assigns.

23. Liability. Grantee has no affirmative obligations relating to the maintenance of the Property. Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have, independently of this Agreement, for wrongfully and directly, without the participation or consent of the owner, causing any dangerous condition to come into existence on the Property. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith in connection with the administration of this Conservation Easement.

24. Exhibits. All Exhibits referenced herein are incorporated and made a part of this Conservation Easement.

25. Interpretation. This instrument shall be governed by the laws of the State of New York. Said instrument is intended to create a "qualified real property interest" for "conservation purposes." In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes,"

such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

26. Venue. Any claim or cause of action arising under the terms of this Conservation Easement, whether at law or in equity, shall be brought in New York State Supreme Court, Dutchess County.

27. WAIVER OF RIGHT TO TRIAL BY JURY. GRANTOR, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

HABITAT FOR HUMANITY DUTCHESS COUNTY, INC.

Name:
Title:

TOWN OF POUGHKEEPSIE

Rebecca Edwards, Supervisor

ACKNOWLEDGMENTS

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

On the ____ day of _____ in the year 2026 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgment

IRREVOCABLE OFFER OF DEDICATION

THIS IRREVOCABLE OFFER OF DEDICATION (“Offer of Dedication”) is made as of the ____ day of _____, 2026, by HABITAT FOR HUMANITY OF DUTCHESS COUNTY, INC. having an office at 1830 South Road, Suite 109, Wappingers Falls, New York 12590 (“Habitat”) as Grantor to the TOWN OF POUGHKEEPSIE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 1 Overrocker Road, Poughkeepsie, New York 12603 (the “Town”) as Grantee.

WITNESSETH:

WHEREAS, Habitat is the current fee owner of two parcels of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having addresses of [no number] Sunset Avenue and [no number] Sunset Avenue-rear, Grid Nos. 6162-05-085925-0000 and 6162-05-92918-0000, each as more particularly legally described collectively in **Schedule A**, attached hereto and made a part hereof (collectively, the “Premises”); and

WHEREAS, conditional final major subdivision approval (the “Town Approval”) has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 20, 2025, for the set of plans entitled “Habitat for Humanity Subdivision and Site Plan” prepared by Day|Stokosa Engineering P.C., and reviewed and approved, as required, by Robert V. Oswald, L.S., dated June 26, 2023, and last revised on January 22, 2026, consisting of 14 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter collectively the “Plan Set”), that would allow the subdivision of the Premises into five lots to allow for the construction of 5 single-family homes (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”); and

WHEREAS, pursuant to and as a condition of the Town Approval, Habitat is required to offer for dedication and convey to the Town a certain road shown on the Plan Set.

NOW, THEREFORE, Habitat, for itself, its successors and assigns, for good and valuable consideration, including receipt of the Town Approval referenced herein, hereby makes and releases unto the Town:

An irrevocable Offer of Dedication for public use, in fee simple, of the real property identified as the road to be known as “Lashlee Lane,” and as the location of the existing water treatment pond, both of which are more particularly described in the legal description attached hereto as **Schedule C**, and shown on the Plan Set, specifically Sheet C120, attached hereto as **Schedule D** (the “Road” and the “Pond,” respectively), together with all improvements constructed therein and thereon including, but not limited to, utilities such as sanitary sewer mains and water mains and their respective appurtenances, streetlights, stormwater facilities, and any other permanent improvements (the “Public Improvements”) required by the Town Approval, whether existing or to be constructed by Habitat.

Habitat warrants and represents that: (i) it is the fee owner of the Premises; (ii) it has the legal right to dedicate and convey the Road and the Pond to the Town; and (iii) the person signing below has the authority to bind Habitat and by signing intends to do so.

In furtherance of this Offer of Dedication, Habitat has delivered to the Town contemporaneously herewith instruments of conveyance in proper form for recording, together with all other documents necessary for recording, all of which shall be held by the Town in escrow until such time as the improvements of, in and on the Road and the Pond have been constructed in accordance with applicable law, rule and regulation and the Town Approval, and until such time, if any, that the Town determines that it will accept this Offer of Dedication. The deed shall not be subordinate to any mortgage or other lien on or against the Property.

This Offer of Dedication shall be irrevocable by Habitat, shall run with the land, and shall bind Habitat and its successors and assigns. This Offer of Dedication shall become invalid, void, and of no effect if Habitat does not satisfy the conditions of final subdivision approval or fails to file the approved subdivision plat within the respective time requirements of Town Law §276 pertaining to such matters.

This Offer of Dedication shall continue indefinitely and may be accepted by the Town at any time, it being the intent that if said offer is to be accepted, it will be accepted, at the Town Board's discretion, only after the proper completion of the Public Improvements to be constructed by Habitat therein and thereon. The acceptance shall be in the form of a Town Board resolution, or as otherwise authorized by the Town Board, and Habitat hereby authorizes the town to record the conveyance delivered herewith at any time thereafter. At the time of such acceptance of this offer, Habitat covenants to pay all costs and expenses incurred by the Town to clear and accept fee simple title to the Road and the Pond, including without limitation the costs and expenses of an eminent domain declaratory judgment or other proceedings, if the Town, in the exercise of its sole discretion, determines to so proceed, and to indemnify defend and hold harmless the Town and its agents and employees from all losses, costs, suits, and claims, including reasonable attorneys' fees relative to this offer or its entitlement to proper title. It is expressly understood that the acceptance of this Offer of Dedication by the Town, and or the recording thereof, does not constitute any actual acceptance by the Town of the offer herein contained.

Acceptance of this Offer of Dedication shall bestow upon the Town the right to enter upon the Road and the Pond for the purpose of making, correcting and maintaining any uncompleted Public Improvements required by the Town Approval. In the event that Habitat or any of its successors or assigns attempts to bar entry by the Town or persons acting through or under the Town, the Town will be entitled to collect from Habitat and/or its successors and assigns, any and all reasonable attorneys' fees and court costs necessary to enforce the rights granted to the Town hereunder. The Town shall also be entitled to injunctive relief enforcing its right of entry established in this paragraph.

In the event that there is a change to the forms or instruments required by the clerk of Dutchess County to record the deed provided herewith by Habitat, Habitat and its successors and assigns shall be obligated to sign such modified forms or instruments. The Town will be entitled to collect from Habitat, its successors and assigns, any and all reasonable attorneys' fees and court

costs necessary to enforce the Town’s rights under this paragraph. The Town shall also be entitled to injunctive relief enforcing its rights to modified forms or instruments established in this paragraph.

Pursuant to applicable provisions of law, Habitat, on behalf of itself and its successors and assigns, hereby waives any claim for damages in the event that the Town or a successor municipality shall lay out, by eminent domain or otherwise, any streets, highways or easements over the lands hereby offered for dedication.

IN WITNESS WHEREOF, Habitat has executed this Offer of Dedication as of the day and year first above written.

Habitat For Humanity Dutchess County, Inc.

Eelco Kessels, Executive Director

ACKNOWLEDGMENT

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

On this _____ day of _____, 2026, before me personally came Eelco Kessels Eelco Kessels, 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:
Emily Svenson, Esq.
Attorney to the Town of Poughkeepsie
Town of Poughkeepsie Legal Department
1 Overocker Road
Poughkeepsie, New York 12603

**BONDING SECURITY AGREEMENT FOR ROAD
AND PUBLIC IMPROVEMENT MAINTENANCE AND RESTORATION**

This BONDING SECURITY AGREEMENT FOR ROAD AND PUBLIC IMPROVEMENT MAINTENANCE AND RESTORATION (“Agreement”) is made as of the ____ day of _____, 2026, by HABITAT FOR HUMANITY OF DUTCHESS COUNTY, INC., having an office at 1830 South Road, Suite 109, Wappingers Falls, New York 12590 (“Habitat”) as Grantor to the TOWN OF POUGHKEEPSIE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 1 Overocker Road, Poughkeepsie, New York 12603 (the “Town”) as Grantee.

WITNESSETH:

WHEREAS, Habitat is the current fee owner of two parcels of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having addresses of [no number] Sunset Avenue and [no number] Sunset Avenue-rear, Grid Nos. 6162-05-085925-0000 and 6162-05-92918-0000, each as more particularly legally described collectively in **Schedule A**, attached hereto and made a part hereof (collectively, the “Premises”); and

WHEREAS, conditional final major subdivision approval (the “Town Approval”) has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 20, 2025, for the set of plans entitled “Habitat for Humanity Subdivision and Site Plan” prepared by Day|Stokosa Engineering P.C., and reviewed and approved, as required, by Robert V. Oswald, L.S., dated June 26, 2023, and last revised on January 22, 2026, consisting of 14 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter collectively the “Plan Set”), that would allow the subdivision of the Premises into five lots to allow for the construction of 5 single-family homes (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”);

WHEREAS, the Plan Set, and specifically Sheet C140 thereof, includes certain roads and sewer, water and other infrastructure and facilities that will, upon completion, be offered by Owner for dedication to the Town (collectively the “Public Improvements”); these Public Improvements are the subject of a certain Irrevocable Offer of Dedication filed contemporaneously herewith; and

WHEREAS, as a condition of the Town Approval, the Planning Board has required Habitat to enter into a certain Agreement for Road Restoration, also filed contemporaneously herewith, which obligates Habitat to restore certain Town Roads to their pre-development condition, as more specifically set forth therein; and

WHEREAS, the Town Board of the Town of Poughkeepsie requires a bond or other security in the amount of \$----- [*this amount will be supplied by the Town Engineer and approved by the Director of Municipal Development*], to ensure prompt and faithful performance of the construction of the Public Improvements and to ensure the road restoration as

set forth in the Agreement for Road Restoration, all in accordance with the Town Approval, and this document is intended to fulfill that obligation.

NOW THEREFORE, for good and valuable consideration, including the receipt of the Town Approval, and to set forth in writing the terms of their agreement, the parties do mutually covenant and agree as follows:

1. The Owner agrees to furnish, as security for the conditions of this Agreement and construction, completion of the Public Improvements in accordance with the Approvals, a performance bond in the amount of \$ _____, such amount having been set by the Town Engineer and approved by the Director of Municipal Development. Such security shall be in form and substance satisfactory to the Town Attorney and the Director of Municipal Development. Notwithstanding any provision of this Agreement, the Town shall be entitled to enforce the performance bond for failure to construct, complete, maintain and restore any of the Public Improvements, and for the failure to restore the Town Roads in accordance with the Agreement for Road Restoration. The performance bond shall not have a fixed term or expiration date.

2. In accordance with the Town Approval, the Owner agrees to deliver to the Town all deeds and easements dedicating and conveying title to Public Improvements to the Town free of any liens or other encumbrances, prepared by the Owner's attorney and submitted to the Town for review, with all necessary documentation for recording of the same in the Dutchess County Clerk's office, along with a policy of title insurance in favor of the Town in the amount of \$100,000.00, and the fees for the recording of all of said documentation.

3. The construction of the Public Improvements shall be commenced within ninety (90) days after the Subdivision Plat is filed in the Dutchess County Clerk's office, weather permitting, and completed by the date of expiration of the Town Approval. These times may be extended by mutual agreement of the parties. In the event the same is not completed by the above date or any extended date, the Owner authorizes the Town to call on the surety for performance of the Owner's obligations, or, alternatively, for the face value of the performance bond, less the value of the Public Improvements in-place and completed to the satisfaction of the Town Engineer, Town Highway Superintendent and Town Director of Municipal Development, and if such amount is called, to thereafter construct and complete the Public Improvements, and/or to correct defective construction. Any surplus funds will be returned to the surety after the work has been completed to the Town's specifications.

4. The Owner agrees to perform construction of the Public Improvements work in a good and workmanlike manner, in accordance with all applicable Town, County of Dutchess, state and federal rules and regulations, standards and specifications, the Approvals, and this Agreement, and agrees to make payment to all persons supplying labor and/or material in the prosecution of the work in accordance with the contracts therefor.

5. Following completion, the Owner shall keep the roadways passable and usable by the public, at its own expense, in "all weather" conditions, until the Public Improvements therein are accepted by the Town Engineer, Town Highway Superintendent and Town Director of

Municipal Development

6. It is further agreed that in the event that the Owner defaults in the performance of any and all of the conditions set forth herein or allows the performance bond to lapse or abandons the subdivision in whole or part, the Town, its agents, servants and employees, or contractors, shall be entitled to and is hereby granted, the absolute right and an irrevocable license to enter in and upon the Property to eliminate all hazardous conditions, to secure the premises, remove debris, including construction material, and to correct safety violations and health code violations as may be determined to exist in the discretion of the Town Board of the Town of Poughkeepsie, and to complete the work necessary to satisfy the conditions of this Agreement, and the conditions of the Approvals, all at the expense of the Owner pursuant to the performance bond by demanding that the surety perform or calling the face value of the performance bond less the value of the Public Improvements in-place and completed to the satisfaction of the Town Engineer, Town Highway Superintendent and Town Director of Municipal Development and by expending Town moneys in addition thereto as reasonably required, which expenditures in excess of the proceeds of the performance bond shall become a tax lien on the Property and shall be added to the next available County and Town tax bill as a lien for services rendered, and in addition thereto, the Town shall have the right to obtain a judgment against the Owner for the amount due over and above the proceeds of the performance bond.

7. The Town of Poughkeepsie agrees that if the Public Improvements are completed by the Town in accordance with paragraphs 3 and/or 6 hereof to the satisfaction of the Town Engineer, the Town Board, and any other agency having jurisdiction thereover, and the Town Superintendent of Highways with respect to the roads, then in such event any surplus proceeds shall be returned to the surety of the performance bond. Notwithstanding the foregoing, upon acceptance by the Town of dedication of the Section I Public Improvements, the Owner shall provide a one-year maintenance bond in the amount of 10% of the stated penal amount of the performance bond.

8. The Owner acknowledges and agrees that although the stated penal amount of the performance bond includes certain bond, inspection, construction administration, and legal costs, the Owner nevertheless remains liable to the Town for any amounts owed by the Owner to the Town under this Agreement and any other agreements, and/or for recreation fees and other costs and fees for which the Owner is liable pursuant to this Agreement and any other agreements with the Town or applicable laws, ordinances, rules and regulations of the Town.

9. Upon completion and prior to dedication to the Town of any portion of the Public Improvements, the Owner shall deliver to the Town an "as-built" survey/plan of such portion.

10. The Owner further agrees that if for any reason the surety issuing the performance bond files for voluntary or involuntary bankruptcy, liquidation, receivership, or executes an assignment for the benefit of creditors or for any other reason, such actions by the surety shall constitute a default of this Agreement and the Owner herein shall by certified mail, return receipt requested, forward such notification of the same to the Town Clerk, Town Attorney, Town Supervisor, and Town Engineer of the Town of Poughkeepsie, and shall, within ten days from

said notice, post new security in the amount set forth in this Agreement (or such lesser amount to which the required security has been reduced pursuant to applicable law). In the event that the Town receives such notice either from the Owner or from the surety, all construction of the Public Improvements will be stopped immediately unless and until the security is replaced by the Owner in a form acceptable to the Town Board of the Town of Poughkeepsie.

11. In the event that the Owner abandons the subdivision, in whole or in part, then the Town shall have the rights as set forth in this Agreement to correct any defects or eliminate the safety hazards or public hazards as set forth in this Agreement.

12. The Owner hereby agrees to indemnify, defend and hold harmless the Town for all loss, cost, claims, suits and causes of action, including reasonable attorney's fees, resulting from or relating to its performance or failure to perform its obligations under this Agreement.

13. The Owner shall provide to the Town and thereafter maintain, and shall cause its contractors and subcontractors of the Public Improvements to provide and maintain, until the acceptable completion of the Public Improvements a general liability insurance policy with coverage amounts of \$2,000,000 per occurrence, \$3,000,000 aggregate, naming the Town as additional insured on a non-contributory basis with a waiver of subrogation in favor of the Town on an occurrence basis. Umbrella and excess coverage without gaps or exclusions may be used to meet these limits. Proof of Worker's Compensation coverage is also required.

14. Any amendments to this Agreement shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first above written.

TOWN OF POUGHKEEPSIE

**HABITAT FOR HUMANITY
OF DUTCHESS COUNTY, INC.**

Rebecca Edwards
Town Supervisor

Eelco Kessels
Executive Director

ACKNOWLEDGMENTS

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

On this _____ day of _____, 2026, before me personally came Eelco Kessels, 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 _____, 2026, before me personally came Rebecca Edwards, known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual(s), person(s) or corporation or entity on whose behalf the individual acted, executed the instrument.

Notary Public

Record and Return to:
Emily Svenson, Esq.
Attorney to the Town of Poughkeepsie
Town of Poughkeepsie Legal Department
1 Overocker Road
Poughkeepsie, New York 12603

AGREEMENT FOR ROAD RESTORATION

This AGREEMENT FOR ROAD RESTORATION (“Agreement”) is made this ____ day of _____, 2026 by and between HABITAT FOR HUMANITY OF DUTCHESS COUNTY, INC. having an office at 1830 South Road, Suite 109, Wappingers Falls, New York 12590 (“Habitat”) as Grantor to the TOWN OF POUGHKEEPSIE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 1 Overocker Road, Poughkeepsie, New York 12603 (the “Town”).

WITNESSETH:

WHEREAS, Habitat is the current fee owner of two parcels of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having addresses of [no number] Sunset Avenue and [no number] Sunset Avenue-rear, Grid Nos. 6162-05-085925-0000 and 6162-05-92918-0000, each as more particularly legally described collectively in **Schedule A**, attached hereto and made a part hereof (collectively, the “Premises”); and

WHEREAS, conditional final major subdivision approval (the “Town Approval”) has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 20, 2025, for the set of plans entitled “Habitat for Humanity Subdivision and Site Plan” prepared by Day|Stokosa Engineering P.C., and reviewed and approved, as required, by Robert V. Oswald, L.S., dated June 26, 2023, and last revised on January 22, 2026, consisting of 14 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter collectively the “Plan Set”), that would allow the subdivision of the Premises into five lots to allow for the construction of 5 single-family homes (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”); and

WHEREAS, pursuant to and as a condition of the Town Approval, Habitat is required to enter into this Agreement to ensure, if necessary, the repair and restoration of Sunset Avenue and Fairview Avenue Extension (collectively herein, the “Town Roads”) to address any damage caused by construction vehicles utilized in connection with the construction of the Project; and

WHEREAS, the purpose of this Agreement is to set forth those conditions and to ensure compliance with such conditions by Habitat.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Prior to the commencement of any on-site improvements, Habitat shall prepare a roadway condition assessment/survey and documentation of the condition of the Town Roads, and shall provide a copy of same to the Town for approval by the Superintendent of Highways and the Town Engineer; and
2. During the term of this Agreement, Habitat shall be responsible to make all repairs to the Town Roads, at Habitat’s sole expense, to the satisfaction of the Superintendent of Highways and the Town Engineer, where such repairs are attributable to the

construction vehicles and/or other construction activities performed by Habitat in conjunction with the Project.

- a. "Construction Activities" means all activities undertaken by or on behalf of Habitat in connection with the Project, including but not limited to site preparation, grading, excavation, utility installation, deliveries, hauling, and any mobilization or demobilization.
 - b. "Construction Vehicles" means any vehicles, trucks, trailers, equipment or machinery used, operated, owned, leased, contracted, or otherwise engaged by or for Habitat in furtherance of the Construction Activities.
 - c. "Damage" means any physical harm, deterioration, breakage, rutting, alligator cracking, potholing, edge failure, subsidence, settlement, undermining, structural failure, scouring, obstruction, displacement, or impairment to the condition or functionality of the Town Roads, including any associated drainage systems and traffic control devices, beyond ordinary wear and tear.
 - d. "Ordinary Wear and Tear" means deterioration that would have occurred in the normal course of public use during the relevant period absent the Construction Activities and the use of Construction Vehicles.
3. Term. This Agreement commences on the Effective Date and remains in effect until the later of: (a) twelve (12) months after substantial completion of the Construction Activities, as acknowledged in writing by the Town, or (b) completion and Town acceptance of all repairs required under this Agreement.
4. Habitat Obligations. Habitat shall:
- a. Comply with all legal load, axle weight, and dimensional limits and obtain necessary permits;
 - b. Install protective measures reasonably required by the Town, including track-out prevention, temporary mats, plates, or protective overlays;
 - c. Keep the Town Roads clear of mud, debris, and obstructions and conduct daily sweeping as needed; and
 - d. Comply with all other conditions of approval relating to the construction of the Project as they apply to the Town Roads.
5. No Town Cost. All assessment, design, permitting, traffic control, testing, restoration, and repair work required under this Agreement shall be performed at Habitat's sole cost. No Town funds shall be used for such work.
6. Determination of Damage. The Town Engineer shall issue a written determination identifying Damage, if any, distinguishing it from Ordinary Wear and Tear, and allocating causation to Habitat where supported by the baseline and other competent evidence. The Town Engineer's determination shall be prima facie evidence of Damage and causation for purposes of this Agreement. Habitat may submit contrary evidence within fourteen (14) business days.
7. Dispute Process. If Habitat disputes the Town Engineer's determination, the Parties shall meet and confer in good faith within [ten (10)] business days. If unresolved, the

Parties shall submit the dispute to a mutually selected independent pavement/roadway engineer for a non-binding expert determination within thirty (30) business days. Each Party shall bear its own costs and share the expert's fees [50/50], without prejudice to either Party's rights.

8. Scope and Standards of Repair.

- a. Scope. Repairs shall include all work necessary to restore the affected Town Roads to a condition equal to or better than the baseline condition, accounting for structural integrity, ride quality, drainage function, and safety, as applicable. The scope may include milling, overlay, full-depth reclamation, patching, subgrade stabilization, shoulder restoration, cleaning and re-striping, replacement of signage or devices, and drainage repairs.
- b. Standards. All repairs shall conform to Town standards and specifications in effect on the date of the repair work, or to such higher standards as may be reasonably required by the Town Engineer to address the nature and extent of Damage.
- c. Plans and Approvals. Within fifteen (15) business days after the Town Engineer's final determination under Paragraph 6, Habitat shall submit repair plans, schedules, and traffic control plans for Town approval. The Town shall review and respond within ten (10) business days.
- d. Permits. Habitat shall obtain all required permits and approvals at its cost. Permit fees are not waived by this Agreement.

9. Timelines and Performance.

- a. Commencement. Weather permitting, Habitat shall commence repairs within ten (10) business days after Town approval of the repair plans and issuance of required permits, or within five (5) business days in the event of emergent safety conditions identified by the Town.
- b. Completion. Habitat shall diligently prosecute the work to completion within thirty (30) calendar days of commencement, or such other period approved in writing by the Town based on the scope and seasonality.
- c. Temporary Measures. Where immediate hazards exist, Habitat shall promptly implement temporary stabilization, signage, plating, or traffic control within twenty-four (24) hours of notice by the Town, pending permanent repairs.
- d. Acceptance. Upon completion, Habitat shall request inspection. The Town shall inspect within five (5) business days and issue either acceptance or a punch list. Habitat shall correct punch list items within ten (10) business days and resubmit for acceptance.

10. Insurance. Habitat shall maintain, at its expense, throughout the term of this Agreement, commercial general liability insurance, with the Town as an additional insured, with limits of not less than \$2,000,000.00 per occurrence and \$3,000,000 aggregate.

11. Indemnity. To the fullest extent permitted by law, Habitat shall defend, indemnify, and hold harmless the Town and its officers, employees, and agents from and against

any and all claims, demands, damages, liabilities, costs, fines, penalties, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Damage caused by Construction Vehicles; (b) Habitat's or its contractors' performance or nonperformance of this Agreement; or (c) bodily injury, death, or property damage connected to Construction Activities, except to the extent caused by the sole negligence or willful misconduct of the Town.

12. Town Self-Help. If Habitat fails to timely comply with its obligations hereunder, the Town may, following reasonable notice, perform or cause to be performed the necessary work. Habitat shall reimburse the Town within thirty (30) days of invoice for all reasonable costs incurred. In the alternative to instituting legal proceedings to collect any fees or costs owed, the Town, after written notice to Habitat of any amounts due to the Town under this Agreement, and in the absence of either the payment of such sum or any objection to such payment, may include in its next real property tax levy the amount due to it, together with any statutory costs. If Habitat objects to the amount due, no levy shall be made until it has been accorded a hearing before a hearing officer appointed by the Town to hear and determine such amount due. If such amount as so determined is not paid before the next annual real property tax levy, it may be added to that next tax levy. Any objections by the Owner shall be timely made in writing to the Town, addressed to the Town Clerk, and sent by certified mail, return receipt requested, to the address set forth above.
13. Suspension of Permits. Upon uncured default, the Town may suspend or withhold issuance of permits or inspections related to the Construction Activities until compliance is achieved, to the extent permitted by law.
14. Independent Contractor. Habitat is an independent contractor and not an agent or employee of the Town.
15. Notices. All notices shall be in writing and deemed given when delivered personally, by certified mail (return receipt requested), or by nationally recognized overnight courier, to the Parties at the addresses set forth above, or at such other address as a Party designates in writing.
16. Assignment. Developer shall not assign this Agreement, in whole or in part, without the Town's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any assignment in violation of this Section is void.
17. Amendments; Waivers. No amendment or waiver is effective unless in writing and signed by both Parties. A waiver of one breach is not a waiver of any other breach.
18. Severability. If any provision is held invalid, the remainder shall not be affected and shall be enforced to the fullest extent permitted by law.

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

Notary Public

Record and Return to:

Emily Svenson, Esq.

Attorney to the Town of Poughkeepsie

Town of Poughkeepsie Legal Department

1 Overocker Road

Poughkeepsie, New York 12603

EASEMENT AGREEMENT #2
SNOW STORAGE

THIS EASEMENT and AGREEMENT is made as of the ____ day of _____, 2026, by HABITAT FOR HUMANITY OF DUTCHESS COUNTY, INC., having an office at 1830 South Road, Suite 109, Wappingers Falls, New York 12590 (“Habitat”) as Owner to the TOWN OF POUGHKEEPSIE, a municipal corporation organized and existing under the laws of the State of New York, with offices at 1 Overocker Road, Poughkeepsie, New York 12603 (the “Town”) as Grantee.

WITNESSETH:

WHEREAS, Habitat is the current fee owner of two parcels of real property located in the Town of Poughkeepsie, County of Dutchess and State of New York, having addresses of [no number] Sunset Avenue and [no number] Sunset Avenue-rear, Grid Nos. 6162-05-085925-0000 and 6162-05-92918-0000, each as more particularly legally described collectively in **Schedule A**, attached hereto and made a part hereof (collectively, the “Premises”); and

WHEREAS, conditional final major subdivision approval (the “Town Approval”) has been granted by the Town of Poughkeepsie Planning Board by resolution dated February 20, 2025, for the set of plans entitled “Habitat for Humanity Subdivision and Site Plan” prepared by Day|Stokosa Engineering P.C., and reviewed and approved, as required, by Robert V. Oswald, L.S., dated June 26, 2023, and last revised on January 22, 2026, consisting of 14 sheets, which sheets are listed in **Schedule B** hereto, as the same may hereafter be amended with Town approval (hereinafter collectively the “Plan Set”), that would allow the subdivision of the Premises into five lots to allow for the construction of 5 single-family homes (the construction of which in accordance with the aforementioned plans shall hereinafter be referred to as the “Project”);

WHEREAS, as a condition of the Town Approval, the Town, through its Planning Board, has required Habitat to grant this Easement and execute this Agreement, and to record the same in the Office of the Dutchess County Clerk.

NOW THEREFORE, for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Grant of Easement. Owner does hereby grant and release unto the Town, its successors and assigns forever, a perpetual easement and right of way over, across and through the easement area described herein by metes and bounds in the annexed **Schedule C**, and graphically shown on Sheet C120 of the Plan Set, which sheet is annexed hereto as **Schedule D**, as “Proposed Snow Storage” (the “Easement Area”) for the purpose of allowing snow storage thereon.

2. Rights of Town. Town shall have the right of vehicular and pedestrian access, ingress, and egress (including but not limited to trucks and construction equipment) upon, over, under, across and through the Easement Area.

3. Representations and Warranties. Habitat represents and warrants to Town that Habitat has full power and authority to execute and deliver this Agreement and to grant the Easement and the rights granted hereunder and has good and indefeasible fee simple title to the Premises. All persons having any ownership interest in the Premises are signing this Agreement as Habitat. When signed by Habitat, this Agreement constitutes a valid and binding agreement enforceable against Habitat in accordance with its terms.

4. No Interference. Habitat covenants and agrees not to erect or permit the location or erection of any gate, building or other structures within or on the Easement Area, or permit any trees or bushes to be planted within the Easement Area, or permit the use of the Easement Area by any third party in a manner that materially interferes with the rights provided to the Town herein. Habitat retains the right to use the Premises, including the Easement Area, for all purposes not inconsistent with, and which will not interfere with, the rights granted to Town in this Agreement. Habitat acknowledges and agrees that any breach of this paragraph shall be deemed a material breach hereunder.

5. Indemnification. Town agrees to indemnify, defend and hold harmless Habitat from and against any and all claims, losses or expenses incurred, including reasonable attorneys' fees, for personal injury or property damage arising out of or related to Town, its employees', contractors' or agents' negligence or willful misconduct, except to the extent caused by the negligence or willful misconduct of Habitat or its employees, contractors, or agents. Nothing herein shall be construed to impose on the Town any liability for indirect, consequential, punitive or other special damages. Habitat agrees to indemnify, defend and hold harmless Town and its employees, contractors, consultants and agents from and against any and all claims, losses or expenses incurred, including reasonable attorney's fees, for personal injury or property damage arising out of or related to Habitat, its employees', contractors' or agents' negligence or willful misconduct, except to the extent caused by the negligence or willful misconduct of Habitat or its employees, contractors or agents. Nothing herein shall be construed to impose on Habitat any liability for indirect, consequential, punitive or other special damages. The provisions of this section shall survive the termination or expiration of this Agreement for a period of ninety (90) days.

6. Covenants Run with Land. The parties agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective successors, and assigns.

7. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery to the address of Habitat or Town, as set forth above. Notices shall be deemed given upon delivery or refusal to accept delivery. A party may update their address by written notice in accordance with this Agreement.

8. Recording. Habitat shall record this document in the Office of the Clerk of Dutchess County, and the parties agree to execute any additional documents necessary for such recording, including the TP-584 Form.

9. No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY SHALL BE ENTITLED TO, AND EACH PARTY HEREBY WAIVES, ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

10. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law provisions. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous communications between the parties concerning the subject matter hereof, whether written or oral.

11. Further Assurances. Each party, upon request of the other party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

12. Successors and Assigns. This Agreement and the rights granted herein shall be binding on Habitat and its designees, successors, assigns, and shall inure to the benefit of Town and its designees, successors and assigns.

13. Partial Invalidity. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be part of this Agreement, provided, however, that the parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause.

IN WITNESS WHEREOF, Habitat and Town have executed this Agreement as of the date and year set forth above.

TOWN OF POUGHKEEPSIE

HABITAT FOR HUMANITY DUTCHESS COUNTY, INC.

By: _____
Name: Rebecca Edwards
Title: Supervisor

By: _____
Name: Eelco Kessels
Title: Executive Director

[ACKNOWLEDGMENTS FOLLOW]

STATE OF NEW YORK :
: ss.:
COUNTY OF _____:

On the _____ day of _____, 2026, before the undersigned, personally appeared _____, 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 _____, 2026, before 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:
Emily Svenson, Esq.
Attorney to the Town of Poughkeepsie
Town of Poughkeepsie Legal Department
1 Overocker Road
Poughkeepsie, New York 12603

RESOLUTION 2:4 – #10B OF 2026

RESOLUTION RELEASING ANY RIGHTS THE TOWN MAY HAVE IN CERTAIN UNDEVELOPED STREETS

WHEREAS, Habitat for Humanity owns property off Sunset Avenue in Fairview (Parcel Number 134689-6162-05-085925 and 134689-6162-05-092918, hereinafter the “Property”) and has received conditional approval to subdivide and develop the land; and

WHEREAS, a 1912 map recorded in the County records as Filed Map 840 showed planned streets in the area, which may or may not have been dedicated to the Town but which were not developed or used by the public; and

WHEREAS, a later subdivision obviated the need for the previously planned streets; and

WHEREAS, as part of its recently approved subdivision, Habitat for Humanity will be developing a new street through the Property; and

WHEREAS, the Town has no current or foreseeable need for the streets mapped in 1912;

Now, therefore, be it

RESOLVED, that the Town Board of the Town of Poughkeepsie declares any rights it may have in paper streets on the Property to be surplus and no longer of need to the Town; and be it further

RESOLVED, that the extinguishment of such potential rights is not an action subject to SEQRA; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to execute a quitclaim deed in favor of Habitat for Humanity in the same or substantially the same form attached; and be it further

RESOLVED, that this resolution is adopted subject to a permissive referendum as provided by law; and be it further

RESOLVED, that the Town Clerk is authorized and directed to post notice of such resolution.

Dated: February 4th 2026

Moved: Shanthe Thangiah

Seconded: Barbara Laird

Motion passes/ fails: Ayes 6 Nays 0

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

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

QUITCLAIM DEED

Made the _ of February, Two Thousand Twenty Six

BETWEEN

TOWN OF POUGHKEEPSIE, HAVING AN OFFICE AT 1 OVEROCKER ROAD, POUGHKEEPSIE, NEW YORK 12603,

parties of the first part, and

HABITAT FOR HUMANITY OF DUTCHESS COUNTY, HAVING AN OFFICE AT 1830 SOUTH ROAD, SUITE 109, WAPPINGERS FALLS, NEW YORK 12590,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE and NO/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby release, quitclaim and discharge for the benefit of the party of the second part, heirs, successors and assigns forever,

ALL interest and rights in that certain piece, parcel or tract of land situate, lying and being in the Town of Poughkeepsie, County of Dutchess and State of New York and bounded and described in **Schedule A** , attached hereto and made a part hereof (the "Premises"),

BEING a portion of the same premises conveyed by deed from Dara Jo Corp. to Habitat for Humanity of Dutchess County, Inc. dated October 28, 2022, and recorded in the Dutchess County Clerk's Office on November 9, 2022 as Document # 02 2022 4561

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises, to have an to hold the premises herein granted unto the party of the second party, heirs, successors and assigns forever,

That, in Compliance with Sec. 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

[Signature on next page]

IN WITNESS WHEREOF, the party of the first part has duly executed this agreement this day and year first above written.

TOWN OF POUGHKEEPSIE

By: _____
Rebecca Edwards, Town Supervisor

ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF DUTCHESS)

On the day of January in the year 2026, before me, the undersigned, a notary public in and for said state, personally appeared REBECCA EDWARDS, personally known to me, or proved to me on the basis of satisfactory evidence, to be the individuals whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signature on the instrument, the individual or the person upon behalf of which the individuals acted, executed this instrument.

Notary Public–State of New York

SCHEDULE A

Legal Description

[Insert metes and bounds of paper streets]

INTENDED TO BE the unbuilt streets shown on Filed Map 840 in the Dutchess County records that lie within the parcel described above.

**AMENDED
RESOLUTION 2:4 - # 11 OF 2026**

WHEREAS, 53 Salt Point, LLC is proposing to redevelop property on the northwest side of the Salt Point Turnpike and Innis Avenue intersection in the Town of Poughkeepsie, and

WHEREAS, the project includes the replacement and relocation of approximately 90' of a Town wastewater line and associated appurtenances, which replacement and relocation will in turn require that the Town of Poughkeepsie enter into a Letter Agreement with the developer to assure that the Town is covered by adequate insurance, has the ability to inspect the removal and replacement of its line and appurtenances at the developer's expense, that all necessary permanent and temporary access agreements and easements are in place, together with other documents which are necessary for the protection of the Town's interests regarding the replacement, maintenance and access to the relocated line and appurtenances, now therefore

BE IT RESOLVED, that the Supervisor and her designees, in coordination with the involved Town Departments, be and are hereby authorized to negotiate and execute a Letter Agreement detailing the above and any other required documentation.

Dated: February 4th 2026

Moved: Emily Watson

Seconded: Barbara Laird

Motion passes/ fails: Ayes 6 Nays 0

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

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

RESOLUTION 2:4 - # 12 OF 2026

BE IT RESOLVED, the Town Board of the Town of Poughkeepsie does hereby consent to the Town of Poughkeepsie Planning Board acting as SEQR Lead Agency (Notice of Intent paper work in its entirety can be found in the Town Clerk's Office) for the project known as Vassar College-Prentiss Fields dated January 16, 2026.

Dated: February 4th 2026

Moved: Ryan Sharpe

Seconded: Ann Shershin

Motion passes/ fails: Ayes 6 Nays 0

ES/aap
t-1/20/2026
m-2/4/2026

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



Town of Poughkeepsie Planning Department

1 Overocker Road
Poughkeepsie, NY 12603

845-485-3657 Phone

DATE 1/16/2026
SEQR LEAD AGENCY NOTICE OF INTENT
BY THE TOWN OF POUGHKEEPSIE PLANNING BOARD
for VASSAR COLLEGE – PRENTISS FIELDS

On January 15, 2026, the Town of Poughkeepsie Planning Board declared its intent to be Lead Agency for a coordinated review of an unlisted action and directed the Planning Department to circulate notice of its intent to all involved and interested agencies according to 6NYCRR Part 617, State Environmental Quality Review Act, Section 617.6.

Within 30 days of the date of the Planning Board’s notice of intent, involved agencies must advise the Planning Board if they CONSENT or OBJECT to its designation as lead agency for the SEQR review of this action. If an involved agency does not respond within that time it will be deemed to have consented.

Please also provide any information or comments regarding the proposed action that may be reasonably needed to make a determination of significance.

Application(s) Received: Site Plan
Preliminary SEQR Classification: Unlisted

Project Title: VASSAR COLLEGE – PRENTISS FIELDS
Project Location: 334 Hooker Avenue
Tax Parcel #: Grid # 6161-04-740465
Site Size: ± 57 acres
Site Zoning: Institutional (IN) Zoning District

Project Description and site conditions:

The proposed action consists of a Vassar College project to replace and improve two existing athletic fields west of Brewers Lane, one existing grass field with a newly designed artificial turf field and a second existing grass field. Additional improvements include related stormwater facilities, expansion of an existing athletic fields parking lot, and installation of amenities including fencing, a storage shed for athletic and maintenance equipment, a scoreboard, field and site lighting, and bleachers with a press box.

For more information, you may contact the Town of Poughkeepsie Planning Department, Monday-Friday, 8:00am-4:00pm at (845) 485-3657 or email planningdepartment@townofpoughkeepsie-ny.gov.

Attachments

1. Circulation List
2. Applications received: Site Plan
3. Project Location Map from Parcel Access
4. EAF Part 1



Town of Poughkeepsie Planning Department

1 Overocker Road
Poughkeepsie, NY 12603

845-485-3657 Phone

Date: 1/16/2026

**SEQR LEAD AGENCY NOTICE OF INTENT
Circulation List of Involved and Interested Agencies
Application Name: VASSAR COLLEGE – PRENTISS FIELDS**

Town of Poughkeepsie Town Board
Rebecca Edwards, Supervisor
One Overocker Road
Poughkeepsie, New York 12603
redwards@townofpoughkeepsie-ny.gov

Town of Poughkeepsie Zoning Board of Appeals
Paul Lahey, Chairman
One Overocker Road
Poughkeepsie, New York 12603
zoning@townofpoughkeepsie-ny.gov

NYSDEC Region 3
Division of Environmental Permits
21 South Putt Corners Road
New Paltz, NY 12561-1696
Dep.r3@dec.ny.gov

NYS Office of Parks, Recreation and
Historic Preservation
ATTN: Olivia Holland
Peebles Island State Park
P.O. Box 189
Waterford, NY 12188-0189
olivia.holland@parks.ny.gov

U.S. Fish and Wildlife Service
Ecological Services field Office
Northeast Region
3817 Luker Road
Cortland, NY 13045
FW5ES_NYFO@fws.gov

cc:

Town of Poughkeepsie Legal Department
Emily Svenson, Town Attorney
James Nelson, Esq., Town Attorney
1 Overocker Road
Poughkeepsie, New York 12603
jnelson@townofpoughkeepsie-ny.gov
esvenson@townofpoughkeepsie-ny.gov

Applicant

Vassar College c/o Maryann Pilon
124 Raymond Avenue
Poughkeepsie, NY 12604
mpilon@vassar.edu

Engineer

Ken Casamento
Land Resource Consultants Engineering &
Surveying, LLC
85 Civic Center Plaza, Suite 204
Poughkeepsie, NY 12601
kcasamento@lrconsult.com



Town of Poughkeepsie

Planning Department

1 Overocker Road
Poughkeepsie, NY 12603

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

Town of Poughkeepsie Planning Board Combined Application Form

REQUEST FOR: (Check all that apply)

Date of Application: 12/19/2025

- | | | | |
|----------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Pre-Application Discussion | <input type="checkbox"/> | Lot Line Revision Approval | <input type="checkbox"/> |
| Preliminary Subdivision Approval | <input type="checkbox"/> | Final Subdivision Approval | <input type="checkbox"/> |
| Site Plan Approval | <input checked="" type="checkbox"/> | Erosion & Sediment Control Approval | <input type="checkbox"/> |
| Land Contour Permit Approval | <input type="checkbox"/> | Aquatic Resources Permit Approval | <input type="checkbox"/> |
| Architectural Approval | <input type="checkbox"/> | Special Use Permit | <input type="checkbox"/> |

Name of Project (if applicable): Vassar College Prentiss Fields

Tax Map Number of all parcels: 134689-6161-04-740465-0000

Street Address of all parcels: 334 Hooker Avenue, Poughkeepsie, NY 12604

Attach a copy of the current deed(s) and any easement(s) affecting the property.

Description of Proposed Activity: Vassar College seeks to improve their existing athletic fields with the replacement of one existing grass field with a newly designed athletic turf field along with updating the existing grass practice field and expansion of the existing parking lot to meet the needs of the college. The proposed action will also include ath

Name of Applicant(s): Vassar College c/o Maryann Pilon

Address: 124 Raymond Avenue, Poughkeepsie, NY 12604

Telephone: 845-437-7179 Email: mpilon@vassar.edu

For Office Use:	
Fees Paid: _____	PB Meeting Date: _____
Escrow Paid: _____	Planning Board Appearance Fee Paid: _____

RESOLUTION 2:4 - # 13 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby authorize the settlement of the tax certiorari proceeding instituted by Neptune Capital Investors, LLC, owner of property located in the Town of Poughkeepsie and designated as Tax Grid Nos. 134689-6159-01-178918 (2 Neptune Road); 134689-6159-01-149910 (6 Neptune Road); and 134689-6159-01-194942 (2275 South Road). for the 2022 tax assessment rolls, as shown on the attached Consent Order and Judgment; and

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

Dated: February 4th 2026

Moved: Ann Shershin

Seconded: Rebecca Edwards

Motion passes/ fails: Ayes 6 Nays 0

ES/mem
t-1/29/2026
m-2/4/2026

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

Town of Poughkeepsie

Tax Certiorari Refund Liability

Owner: Neptune Capital Investors L.L.C.

Parcel 1 6159-01-178918 2 Neptune Road
 Parcel 2 6159-01-149910 6 Neptune Road
 Parcel 3 6159-01-194942 2275 South Road

Parcel 1	2 Neptune Ave	6159-01-178918			Parcel 1	6159-01-178918	2 Neptune Road	
Assessed Value		Tax Amount	Indicated Assessed Value	Tax Amount			Parcel 2	
2022 Assessment Roll		Value	Amount	Amount	Tax Amount	Indicated Refund	6159-01-149910	
						School	2275 South Road	
							Co./Town	
Spackenkill	2,549,000	\$	148,504.74	2,250,000	\$	131,085.00	\$	17,419.74
County	2,549,000	\$	6,358.08	2,250,000	\$	5,612.27	\$	745.81
Town Outside Tax	2,549,000	\$	24,852.55	2,250,000	\$	21,937.31	\$	2,915.24
Arlington Fire	2,549,000	\$	14,609.69	2,250,000	\$	12,895.96	\$	1,713.73
Consolidated Light	2,549,000	\$	795.28	2,250,000	\$	701.99	\$	93.29
Greater Pok Lib Dist	2,549,000	\$	4,375.16	2,250,000	\$	3,861.95	\$	513.21
					Year Sub Total	\$17,419.74		\$5,981.28

*This is a wholly exempt parcel due to PILOT agreement through Dutchess County/IDA
 *These amounts are what would have been paid if there was no PILOT. Provided as reference
 * School rate 58.26 used to calculate for 22 School Bill
 *Rates for 23 used for Town and County Portion since 22 Assessment gets paid for 23 rates.

Town of Poughkeepsie

Tax Certiorari Refund Liability

Owner: Neptune Capital Investors L.L.C.

Parcel 1 6159-01-178918 2 Neptune Road
 Parcel 2 6159-01-149910 6 Neptune Road
 Parcel 3 6159-01-194942 2275 South Road

Parcel 2	6 Neptune Road	6159-01-149910	Assessed Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated Refund	Co./Town
2022 Assessment Roll	Assessed Value	Tax Amount	Assessed Value	Tax Amount	Assessed Value	Tax Amount	Indicated Refund	Co./Town
Spackenkill	2,505,000 \$	145,941.30	2,250,000 \$	131,085.00 \$	2,250,000 \$	14,856.30		
County	2,505,000 \$	6,248.33	2,250,000 \$	5,612.27	2,250,000 \$	745.81	\$	
Town Outside Tax	2,505,000 \$	24,423.40	2,250,000 \$	21,937.31	2,250,000 \$	2,486.09	\$	
Arlington Fire	2,505,000 \$	14,357.51	2,250,000 \$	12,895.96	2,250,000 \$	1,461.55	\$	
Consolidated Light	2,505,000 \$	781.55	2,250,000 \$	701.99	2,250,000 \$	79.56	\$	
Greater Pok Lib Dist	2,505,000 \$	4,299.64	2,250,000 \$	3,861.95	2,250,000 \$	437.69	\$	
				Year Sub Total		\$14,856.30		\$5,210.70

*This is a wholly exempt parcel due to PILOT agreement through Dutchess County IDA

*These amounts are what would have been paid if there was no PILOT. Provided as reference

* School rate 58.26 used to calculate for 22 School Bill

* Rates for 23 used for Town and County Portion since 22 Assessment gets paid for 23 rates.

Town of Poughkeepsie

Tax Certiorari Refund Liability

Owner: Neptune Capital Investors L.L.C.

Parcel 1 6159-01-178918 2 Neptune Road
 Parcel 2 6159-01-149910 6 Neptune Road
 Parcel 3 6159-01-194942 2275 South Road

Parcel 3 2275 South Road 6159-01-194942

2022 Assessment Roll	Assessed Value	Tax Amount	Indicated Assessed Value	Tax Amount	Indicated Refund	Co./Town
Spackenkill	1,092,000 \$	63,619.92	1,092,000 \$	63,619.92		
County	1,092,000 \$	2,723.82	1,092,000 \$	2,723.82	\$ -	
Town Outside Tax	1,092,000 \$	10,646.90	1,092,000 \$	10,646.90	\$ -	
Arlington Fire	1,092,000 \$	6,258.84	1,092,000 \$	6,258.84	\$ -	
Consolidated Light	1,092,000 \$	340.70	1,092,000 \$	340.70	\$ -	
Greater Pok Lib Dist	1,092,000 \$	1,874.33	1,092,000 \$	1,874.33	\$ -	
			Year Sub Total		\$0.00	\$0.00

*This is a wholly exempt parcel due to PILOT agreement through Dutchess County IDA
 *These amounts are what would have been paid if there was no PILOT. Provided as reference
 * School rate 58.26 used to calculate for 22 School Bill
 *Rates for 23 used for Town and County Portion since 22 Assessment gets paid for 23 rates.

At an IAS Term of the Supreme Court of the State of New York, held for the County of Dutchess, at 10 Market Street, Poughkeepsie, New York on the _____ day of _____, 2025.

PRESENT: Hon. James V. Brands, J.H.O.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

In the Matter of the Application of NEPTUNE CAPITAL INVESTORS L.L.C.,

CONSENT ORDER AND JUDGMENT

Index No: 2022-52434

-against-

THE TOWN OF POUGHKEEPSIE, a Municipal Corporation,
its ASSESSOR and its BOARD OF ASSESSMENT REVIEW

To Review Real Property Assessments Pursuant to Article 7 of
the Real Property Tax Law

Petitioner having heretofore served and filed the Notice of Petition and Petition to review assessments made by the Town of Poughkeepsie ("Town") for the assessment year 2022 upon certain property in the Town and designated on the assessment rolls of the Town as Tax Grid Nos.:

134689-6159-01-178918 ("178918"), located at 2 Neptune Road

134689-6159-01-149910 ("149910"), located at 6 Neptune Road

134689-6159-01-194942 ("194942") located at 2275 South Road

The issues of these proceedings having duly come before an IAS Term of this Court, and the Petitioner having appeared by Teahan & Constantino, LLP, and Respondents having appeared by Kyle W. Barnett, Esq., Van DeWater & Van DeWater, LLP, for the Town of Poughkeepsie and the parties having agreed to a settlement of these proceedings, it is

ORDERED, ADJUDGED and DETERMINED, that the assessments on the properties designated as Grid Numbers 178918, 149910, and 194942 on the tax map and assessment rolls of the Town for the assessment year 2022, is hereby reduced, corrected and fixed for the assessment rolls as follows:

Tax Grid	Assessment	Reduced Assessment	Reduction
178918	\$ 2,549,000.00	\$ 2,250,000.00	\$ 299,000.00
149910	\$ 2,605,500.00	\$ 2,250,000.00	\$ 355,500.00
194942	\$ 1,092,000.00	\$ 1,092,000.00	\$ -

and, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town shall make or cause to be made upon the proper

books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations; and, it is further

ORDERED, ADJUDGED and DETERMINED, that the total \$2,250,000 assessment for Grid No. 178918, \$2,250,000 assessment for Grid No. 149910 and \$1,092,000 assessment for Grid No. 194942 fixed and determined herein as to the parcel subject to these actions shall be subject to a three (3) year moratorium in accordance with the provisions of §727, Subdivisions 1, 2, and 3 of the Real Property Tax Law; and, it is further

ORDERED, ADJUDGED and DETERMINED, that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, and that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice; and, it is further

ORDERED, ADJUDGED and DETERMINED, that Petitioner shall be entitled to receive credits against future payments in lieu of taxes and assessments to be paid to the respective Taxing Authorities as provided in paragraph 5 of the PAYMENT-IN- LIEU of TAX AGREEMENT dated as of November 1, 2013 between PETITIONER and DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY.

ENTER

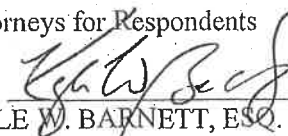
HON. JAMES V. BRANDS, J.H.O

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

TEAHAN & CONSTANTINO, LLP
Attorneys for Petitioner

BY: _____
Richard I. Cantor, Esq.
2780 South Road
P. O. Box 1969
Poughkeepsie, New York 12601
rcantor@tcnylaw.com
(845) 452-1834

VAN DE WATER & VAN DE WATER, LLP
Attorneys for Respondents

BY: 
KYLE W. BARNETT, ESQ.
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, New York 12602
kbarnett@vandewaterlaw.com
(845) 452-5900

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Notification-Notice of Claim referred to Legal:
1. Gaskin/Hughes v. Town, etc.; 2. Williams v. Town

RESOLUTION 2:4 - # 15 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby establish the standard workday for each elective and appointive official, which shall be not less than 6 hours per day; and also, for employee positions per attached form RS 2418; and

BE IT FURTHER RESOLVED, that the standard work week shall be Monday through Friday; and

BE IT FURTHER RESOLVED, that the following is a list of the elected officials with their term expiration date:

	TERM ENDS	HOURS PER
WORKDAY		
Rebecca Edwards, Supervisor	12/31/26	8
Barbara Laird, 2 nd Ward Councilperson	12/31/26	6
Ryan Sharpe, 5 th Ward Councilperson	12/31/26	6
Ann Shershin, 6 th Ward Councilperson	12/31/26	6
Nicole Gemmati, Receiver of Taxes	12/31/28	8
Felicia Salvatore, Town Clerk	12/31/28	8
Mike Simon, Superintendent of Highways	12/31/28	8

AND BE IT FURTHER RESOLVED, that the following is a list of the appointed officials with their term expiration date:

	TERM ENDS	HOURS PER
WORKDAY		
Minal Patel, Comptroller	12/31/26	8
Maureen Gilmartin, Assessor	09/30/31	8
Joseph Cavaliere, Police Chief	12/31/-	8

AND BE IT FURTHER RESOLVED, that commencing May 30, 2026 the elected or appointed official shall have recorded / or will certify past record if not in time keeping system, his or her work activities for a period of three consecutive months, which will

include matters outside the normal working hours for the purpose of actually attending to official duties, including to responding to an emergency, attending an employer sponsored event or meeting with, or responding to, members of the public on matters of official business; and

BE IT FURTHER RESOLVED, that said records shall be completed within 150 days of taking office and shall be submitted within 180 days, as to meet time frame above, to the Clerk of the Governing Board; and

BE IT FURTHER RESOLVED, that the Town Clerk is authorized and directed to certify the "Standard Work Day and Reporting Resolution" once documentation is received

Dated: February 4th 2026

Moved: Rebecca Edwards

Seconded: Emily Watson

Motion Passes/ Fails: Ayes 6 Nays 0

ES/mem
t-1/28/2026
m-2/4/2026

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

TITLE	STANDARD WORK DAY HOURS(HRS/DAY)
Account Clerk	8
Accountant	8
Animal Control Officer	8
Assessor	8
Assessor Aide P/T	6
Assessor Aide	8
Assistant Camp Director	8
Automotive Mechanic	8
Bingo Inspector	6
Bookkeeper	8
Budget Officer	6
Building Inspector	8
Camp Counselor	HRLY
Camp Director	HRLY
Camp Health Officer	HRLY
Cleaner	8
Clerk	8
Clerk P/T	6
Clerk to the Justice	8
Clerk to the Justice	HRLY
Comptroller	8
Court Attendant	6
Court Clerk	8
Deputy Assessor	8
Deputy Building Inspector	8
Deputy Comptroller	8
Deputy Receiver of Taxes	8
Deputy Superintendent of Highways	8
Deputy Supervisor	8
Deputy Town Clerk	8
Deputy Water Superintendent	8
Deputy Zoning Administrator	6
Deputy Zoning Administrator	HRLY
Director of Municipal Development	8
Evidence Technician	8
Fire Inspector	8
Fire Inspector P/T	6
Fire Inspector	HRLY
Groundskeeper	8
Groundskeeper	HRLY
Heavy Motor Equipment Operator	8
Heavy Motor equipment Operator-Water Main	8
Janitor	8
Junior Planner	8
Laborer	8
Legislative Aide	8

Laborer	HRLY
Legal Secretary	8
Maintenance Mechanic	HRLY
Maintenance Worker	8
Microcomputer/ Network Support Specialist	8
Motor Equipment Operator	8
Motor Equipment Operator	HRLY
Municipal Code Enforcement Inspector	8
Network Support Specialist	8
Network Support Specialist-Law Enforcement	8
Network Support Specialist-Law Enforcement P/T	6
Office Manager	8
Parks Facilities and Program Director	8
Payroll Clerk	8
Payroll Clerk P/T	6
Personnel Administrator	8
Personnel Assistant P/T	6
Planner	8
Planner P/T	6
Plumbing Inspector P/T	6
Police Assistant	8
Police Assistant P/T	6
Police Captain	8
Police Lieutenant	8
Police Maintenance Worker	8
Police Officer	8
Police Sergeant	8
Real Property Appraiser	8
Real Property Data Lister	8
Record Clerk	8
Recreation Activity Specialist P/T	6
Recreation Assistant P/T	6
Recreation Assistant	HRLY
Recreation Director	8
Recreation Leader	8
Recreation Program Assistant	HRLY
Recreation Specialist	HRLY
School Crossing Guard P/T	6
Secretary To Highway Superintendent	8
Secretary To Highway Superintendent P/T	6
Secretary to Planning Board	8
Secretary to Supervisor	8
Secretary to the Town Attorney	8
Secretary to Zoning Board of Appeals	8
Senior Account Clerk	8
Senior Accountant	8

Senior Accountant P/T	6
Senior Automotive Mechanic	8
Senior Clerk P/T	6
Senior Clerk	8
Senior Planner	8
Senior Police Assistant	8
Senior Real Property Data Lister	8
Senior Sewage Treatment Plant Operator-Type A Plant	8
Senior Typist	8
Senior Wastewater Collection Maintenance Mechanic	8
Senior Maintenance Mechanic	8
Student Intern	HRLY
Student Worker	HRLY
Systems Analyst P/T	6
Tax Record Clerk	8
Tax Record Clerk P/T	6
Town Attorney	8
Town Engineer	8
Town Historian P/T	6
Town Police Chief	8
Town Road Maintainer	8
Typist	8
Typist P/T	6
Wastewater Collection System Supervisor	8
Water Distribution System Operator-Grade D	8
Water Maintenance Mechanic.	8
Water Pump Operator	8
Water Pump operator P/T	6
Working Supervisor	8
Youth Aid	8
Zoning Administrator	8

ROA determines
Standard work day
ROA = days
worked per
month

$22.81 \times 8 \text{ hr-days} =$
does

EVENT/CORRESPONDENCE AND NOTIFICATIONS 02:04 – # 16 of 2026

PLEASE NOTE that the Town Board of the Town of Poughkeepsie has hereby been notified of the following notifications or applications received which are on file in the Office of the Town Clerk as follows:

1. Special Olympics New York Polar Plunge:

- Friday February 27, 2026 at Marist University outside McCann from Noon – 2:00 p.m.
- Sunday March 1, 2026 at Eastdale Village from Noon - 2:00 p.m

PLEASE ALSO TAKE NOTE THAT, that the Town Clerk of the Town of Poughkeepsie does hereby approve all applications pending receipt of a Certificate of Liability Insurance, naming the Town of Poughkeepsie as an additional insured for the date/s of these events if needed as well as any payments that may be required

RESOLUTION 2:4 - # 17 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby grant Special Consent to the following items; to wit:

1. Set 2/18 for Public Hearing Community Development Block Grant
(Legal)

AND BE IT FURTHER RESOLVED, that upon the objection of any member of the Town Board, an item may be removed from the list and voted on separately.

Dated: February 4th 2026

Moved: Barbara Laird

Seconded: Ann Shershin

Motion passes/ fails: Ayes 6 Nays 0

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

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

RESOLUTION 2:4 - #SC 1 OF 2026

BE IT RESOLVED, that the Town Board of the Town of Poughkeepsie does hereby set the 18th day of February, 2026 at 7:00 p.m. at the Town Hall, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY as and for the date, time and place of a public hearing to consider and thereafter vote on acceptance of grant monies for certain improvements from the County of Dutchess through the Community Development Block Grant Program for the year 2026, of which the Town of Poughkeepsie is a member.

Dated: February 4th 2026
Moved: Shantha Thangiah
Seconded: Barbara Laird

Motion passes/ fails: Ayes 6 Nays 0

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

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