# City of Poughkeepsie
# Zoning Board of Appeals
# Meeting Agenda

Common Council Chambers
Tuesday, November 8, 2022
6:00 PM

## I. CALL TO ORDER

## II. APPROVAL OF MEETING MINUTES

**1.** Approval of October 11, 2022 Meeting Minutes

## III. PUBLIC HEARINGS & DELIBERATIONS

**1.** **579 MAIN STREET: USE VARIANCES** Application for use variances to establish three (3) residential units and two (2) commercial spaces in an existing building in a C-2A district, which does not permit residential use. Owner: Johanny Properties, LLC, Applicant: Kenneth Pagan; Consultant: One Stop Property Service, LLC; Grid #6161-24-423946; Zoning District: Main Street Commercial District; File #2022-020
**REVIEW OF APPLICATION POSTPONED TO DECEMBER 13, 2022**

**2.** **67 WORRELL AVENUE: Use Variance** Application for a use variance relative to the proposed mixed use of an existing building as a coffee shop and two (2) one-bedroom dwelling units. The use variance requested is in regards to Section 19-3.14(2), which does not permit restaurants in the Medium-Density Residence District (R-3) to allow a coffee shop. Owner: Damian Mercado, Applicant: Jose Santos; Consultant: John Sullivan; Grid #6061-41-563723; Zoning District: Medium-Density Residence District; File #2022-025
**REVIEW OF APPLICATION POSTPONED TO DECEMBER 13, 2022**

**3.** **67 WORRELL AVENUE: Area Variances** Application for area variances

relative to the proposed mixed use of an existing building as a coffee shop and two (2) one-bedroom dwelling units. The area variances requested are in regards to Section 19-3.14(4)(a) requiring a minimum lot area of 16,000 square feet to allow lot area of 7,057 square feet, Section 19-3.14(4)(d)2, requiring a minimum side yard of 10 feet to allow southern side yard to be 8.6 feet and northern side yard to be 6.1 feet, Section 19-3.14(4)(d) requiring a 20 foot front yard to be 14.75 feet, Section 19-4,3(11) requiring 9 parking spaces where only 6 parking spaces are proposed. Owner: Damian Mercado, Applicant: Jose Santos; Consultant: John Sullivan; Grid #6061-41-563723; Zoning District: Medium-Density Residence District; File #2022-024

**REVIEW OF APPLICATION POSTPONED TO DECEMBER 13, 2022**

4. **135 MAIN STREET: AREA VARIANCES:** Application for area variances relative to the application for site plan review and subdivision for the subdivision of the property at 135 Main Street into two lots of record, and construction of a new building with 72 dwelling units on the new lot with an existing 119 unit multiple on the original lot. Variances requested of Sections 19-3.17(4)(b), 19-3.17(4)(f)(1), 19-3.17(4)(i), 19-3.17(4)(e ), 19-4.3(11), and 19-4.13 of the Zoning Ordinance relative to lot area, front and side yard set-backs, usable open space, off-street parking and set-backs for accessory uses. Owner: Omni New York; Applicant: Tinkleman Architecture; Consultant: Ken Casamento/LRC Group; Grid #6062-76-911183; Zone: Urban Density (R-6) District; File #2021-023

5. **16 MILDRED AVENUE** Application for area variance relative to the 600 square foot addition on the back of an existing residence. The area variance requested is in regards to Section 19-3.14(4)(d)2 requiring a minimum side yard of 10 feet to allow 6.4 feet (a reduction of 3.6 feet) on the left side of the addition. Owner/Applicant: Brian & Allison Sohan; Consultant: Whalen Architecture, PPLC; Grid: # 6161-48-470546; Zoning District: R-2, Medium Low-Density Residential District; File #ZBA 2022-023

# City of Poughkeepsie
# Zoning Board of Appeals
# DRAFT Meeting Minutes

Common Council Chambers

Tuesday, October 11, 2022 6:00 PM

**PRESENT**
Thomas Klug
Brian Ineson
Scott Parker
Steve Reifler
John Gildard

Natalie Quinn, Development Director
Rebecca Valk, Corporation Counsel
Lori Garcia, Board Administrative Assistant
Joanna Longcore, Assistant Corporation Counsel

## I. CALL TO ORDER at 6:01 with the Pledge of Allegiance

## II. APPROVAL OF MEETING MINUTES

**1.** Approval of September 13, 2022 Draft Meeting Minutes
**Motion:** Thomas Klug
**Second:** John Gildard
**Carrie:** 5:0:0

## III. PUBLIC HEARINGS & DELIBERATIONS

**1.** **135 MAIN STREET: AREA VARIANCES:** Application for area variances relative to the application for site plan review and subdivision for the subdivision of the property at 135 Main Street into two lots of record, and construction of a new building with 72 dwelling units on the new lot with an existing 119 unit multiple on the original lot. Variances requested of Sections 19-3.17(4)(b), 19-3.17(4)(f)(1), 19-3.17(4)(i), 19-3.17(4)(e ), 19- 4.3(11), and 19-4.13 of the Zoning Ordinance relative to lot area, front and side yard set-backs, usable open space, off-street parking and set-backs for accessory uses. Owner: Omni New York; Applicant: Tinkleman Architecture; Consultant: Ken Casamento/LRC Group; Grid #6062-76- 911183; Zone: Urban Density (R-6) District;

File #2021-023

**Open the Public Hearing**
**Motion:** Steve Reifler
**Second:** Thomas Klug
**Carried:** 5:0:0

No Speakers

**Adjourn the Public Hearing to November 8, 2022**
**Motion:** Steve Reifler
**Second:** Thomas Klug
**Carried:** 5:0:0

**2. 579 MAIN STREET: USE VARIANCE**

Application for a use variance to establish three (3) residential units and one (1) commercial space in an existing building. The use variance requested is in regards to Section 19-3.23.1(2), which does not permit residential uses in the Main Street Commercial District (C-2A). Owner: Johanny Properties, LLC, Applicant: Kenneth Pagan; Consultant: One Stop Property Service, LLC; Grid #6161-24-423946; Zoning District: Main Street Commercial District; File #2022-020

Presenting: Ciro Interrante, Architect
Maher Farkhouri, Attorney
Johanny Pagant, Applicant

Attorney Maher Farkhouri briefly described the history of property before it was purchased and what has been done since. When a building permit was sought for the residential units, the applicant was told a used variance would be needed because residential units are not permitted in the (C-2A) Main Street Commercial District. Mr. Farkhouri states that it would not be feasible for the applicant to keep the property all commercial.

Ciro Interrante presented the drawings for the building that were prepared by another architect. He stated that there would be no change to the current external or internal structure. The intent was to renovate the building using the current layout.

The board clarified that the proposed second commercial space is what is labeled as house storage on the plans submitted to the board and that two (2) commercial spaces are now proposed.

Scott Parker and the board pointed out the items that need to be more clearly addressed for the board to consider this further.

- Financial Necessity
- Uniqueness to the Zone
- Effect on Neighborhood if any
- Hardship if not used as proposed.

Mr. Parker recommends that the applicant regroup and come back with a better

presentation of the above information.

Rebecca Valk clarified that the applicant must meet all four (4) of the criteria. If any is not met, the approval cannot be given.

Discussion continued regarding what the board needs and how the applicant might obtain that information.

Open the Public Hearing
**Motion:**Steve Reifler
**Second:**Thomas Klug
**Carried:** 5:0:0

Speakers
Michael Nepolitano, 22 Fulton Ave. - Spoke in favor.

Motion to Adjourn to November 8, 2022 meeting
**Motion:** Thomas Klug
**Second:** Steve Reifler
**Carried:** 5:0:0

**3. 67 WORRALL AVENUE: USE VARIANCE**

Application for a use variance relative to the proposed mixed use of an existing building as a coffee shop and two (2) one-bedroom dwelling units. The use variance requested is in regards to Section 19-3.14(2), which does not permit restaurants in the Medium-Density Residence District (R-3) to allow a coffee shop. Owner: Damian Mercado, Applicant: Jose Santos; Consultant: John Sullivan; Grid #6061-41-563723; Zoning District: Medium-Density Residence District; File #2022-025

Presenting: John Sullivan, Consultant
Jose Santos, Property Manager
Damien Mercado, Owner

John Sullivan gave an overview of the property, its history and proposed use. He clarified that the footprint of the building will not change, the amount of paved area will be reduced and more landscaping added.

The board discussed the zoning code in relation to the use variance and what can be and not be allowed. They also advised the applicant on the details needed to complete the criteria granting a use variance correctly and completely.

A motion was made to open the public hearing

**Motion:** Steve Reifler

**Second:** Thomas Klug

**Carried:** 5:0:0

Speakers:

**Brooke Ellsworth, 79 Worrall Ave.** – Expressed concerns that, if the coffee shop were to fail, would a chain be able to move in within a year of the property becoming vacant, outdoor seating, parking, and odor if there were a commercial kitchen.

The Board and applicant addressed the concerns:

- A major chain is possible if within time limit and the site plan approved by the Planning Board. The use variance, if granted, carries with the property, not the owner.
- Outdoor seating is permitted if it is on the site plan approved by the Planning Board. Mr. Sullivan commented that there may be a few outdoor tables but not many since there is not a lot of space.
- Addition of a commercial kitchen is allowed because a café falls within the restaurant category, A condition of approval cannot be added preventing a commercial kitchen but hours of operation can be set as a condition of approval. Mr. Sullivan clarified that there is no plan for a commercial kitchen.

**Trudy-Ann Anderson, 14 Fulton Ave –** Spoke in favor of the use variance

**Chris Santoro, 49 Fulton Ave –** Spoke in favor of the use variance

**Jose Santos, Property Manager, Owner of other property in Poughkeepsie –** Spoke in favor of the use variance and also addressed some of Ms. Ellsworth's concerns and elaborated on the plans for the property.

**Kaye Saglibene, Real Estate Broker, 230 N Parliman Rd, Larangeville –** Spoke in favor of the use variance

**Gersay Saldaria, 68 Worrall Ave. –** Spoke in favor of the use variance

**Michael Napoliano, 22 Fulton Ave –** Spoke in favor of the use variance

**Damien Mercado, Owner** spoke giving reasons for wanting to buy property here in Poughkeepsie and open a coffee shop.

**4.** **67 WORRALL AVENUE: AREA VARIANCES** Application for area variances relative to the proposed mixed use of an existing building as a coffee shop and two (2) one- bedroom dwelling units. The area variances requested are in regards to Section 19- 3.14(4)(a) requiring a minimum lot area of 16,000 square feet to allow lot area of 7,057 square feet, Section 19-3.14(4)(d)2, requiring a minimum side yard of 10 feet to allow southern side yard to be 8.6 feet and northern side yard to be 6.1 feet, Section 19- 3.14(4)(d) requiring a 20 foot front yard to be 14.75 feet, Section 19-4,3(11) requiring 9 parking spaces where only 6 parking spaces are proposed. Owner: Damian Mercado, Applicant: Jose Santos; Consultant: John Sullivan; Grid #6061-41-563723; Zoning District: Medium-Density Residence District; File #2022-024

Ms. Quinn explained that because it is an existing building it has the status of a non-compliant building. She explained how the proposed change of use is what defined the four area variances. The issue of parking and the use of on street parking was discussed. The applicant pointed out the landscaping plans and the conflict of open space versus parking space.

Motion to adjourn the public hearing and review to November 8th meeting
**Motion:** Thomas Klug
**Second:** John Gildard
**Carried:** 5:0:0

Motion to adjourn the meeting to November 8, 2022
**Motion:** Steve Reifler
**Second:** Scott Parker
**Carried:** 5:0:0

For more details regarding the meeting, please visit the Meeting Webcast or the Agendas and Minutes page on the City of Poughkeepsie website.

# THE CITY OF POUGHKEEPSIE
# NEW YORK
## PLANNING & ZONING

62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4055 Fax: (845) 451-4006

FEE: $350.00
CODE: A2112
ID# _____
IPS# _____

## ZONING BOARD OF APPEALS AREA VARIANCE APPLICATION

**PROPERTY ADDRESS:** *135 Main Street, Poughkeepsie, NY (Proposed Lots 1 & 2)*

**ZONING DISTRICT:** *Urban Density Residence District (R-6)*

**OWNER INFORMATION:**

Name: *Omni New York, LLC*
Address: *909 Third Avenue, 21st Floor*
*New York City, New York 10022*
Phone: *(646)502-7200*
Email: *kspillberg@onyllc.com*

**APPLICANT INFORMATION:**

Name: *Tinkelman Architecture, PLLC*
Address: *33 Arlington Avenue, Suite 8*
*Poughkeepsie, New York 12603*
Phone: *(845)473-0200 ext. 103*
Email: *tink@tinkarch.com*

**CONSULTANT INFORMATION:**

Name: *The LRC Group*
Address: *85 Civic Center Plaza, Suite 104*
*Poughkeepsie, New York 12601*
Phone: *(845)243-2880*
Email: *kcasamento@lrcconsult.com*

**SUBJECT OF APPEAL**

This application relative to the above referenced property constitutes an appeal from the decision, determination or violation of an official of the City of Poughkeepsie.

Name and title of agent: *Judith Knauss, Deputy Zoning Administrator*

Date of decision/determination/violation: *August 24, 2021*

***Please note that a copy of the communication must be attached with this application.***

## AREA VARIANCE REQUESTS

All sections under this heading must be answered completely. Bear in mind that a variance is actually relief from the strict application of the requirements of the law (the Zoning Ordinance), and the Zoning Board of Appeals is required to give sound reasons, based on the criteria set forth in this application, for granting any such relief.

| SECTION | REQUIRING/PROHIBITING | REQUESTED VARIANCE |
|---|---|---|
| *Refer to the Analysis of the Statutory Balancing Test & Five Factors for Each of the Five Required Variances* | | |
| | | |
| | | |
| | | |
| | | |

## VARIANCE REQUEST JUSTIFICATION

Pursuant to Section 19-8.4 (2) (d) of the Zoning Ordinance, the Zoning Board of Appeals, in making its determination, shall take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such granting.

Bear in mind that a variance is actually relief from the strict application of the requirements of the law (the Zoning Ordinance), and the Zoning Board of Appeals is required by law to give sound reasons, based on the criteria set forth in this application, for granting any such relief. **Please note that it is therefore incumbent upon the applicant to demonstrate to the Board that the criteria for the granting of the variance(s) are satisfied.**

Responses to the following questions shall be attached to and submitted with the application.

1) Will the granting of the variance produce an undesirable change in the character of the neighborhood or be a detriment to nearby properties? If not, please explain why.

2) Can the benefit sought be achieved by some other method feasibly for the applicant to pursue, other than an area variance? Identify what alternatives to the variance, if any, have been explored (for example, alternative designs, purchasing of contiguous properties, etc.). Why is the variance necessary?

3) Is/are the requested area variance(s) substantial? Explain why they are not substantial.

4) Will the variance(s) have an adverse affect or impact on the physical or environmental conditions in the neighborhood or district? Why not?

5) Is the need for the area variance(s) the result of self-created difficulties on your part, or unique to the property? Explain.

ZONING BOARD OF APPEALS AREA VARIANCE APPLICATION
**PROPERTY ADDRESS:** *135 Main Street, Poughkeepsie, NY (Proposed Lots 1 & 2)*

LIST OF REQUIRED ATTACHMENTS

1. Letter or communication which resulted in application to the ZBA.
2. Site or Plot Plan: Nine (9) copies.
3. Color photos of site conditions: Nine (9) copies
4. Complete Short EAF
5. Electronic file submission of the plot plan and color photos
6. Other attachments deemed pertinent by the applicant (please list):
7. *Omni New York Authorization Letter*
8. *Refer to the Supplemental Documents_2022.07.26*

SIGNATURE AND VERIFICATION

Please be advised that no application can be deemed complete unless signed below.

THE APPLICANT HEREBY STATES THAT ALL INFORMATION GIVEN IS ACCURATE AS OF THE DATE OF APPLICATION. THE APPLICANT, IF NOT THE OWNER OF THE PROPERTY, HEREBY SWEARS THAT THIS APPLICATION IS MADE WITH THE INFORMED KNOWLEDGE AND CONSENT OF THE OWNER.

SIGNATURE OF APPLICANT

*July 26, 2022*
DATE

*Steven Tinkelman, Managing Member*
Print Name

**Revised June 2020: Previous Editions Obsolete**

## SUMMARY OF PROOF IN SUPPORT OF VARIANCES

This document provides an analysis of the statutory balancing test and the five (5) factors for each of the five (5) required variances. It includes a discussion about how the proof that has been offered addresses, and satisfies, the legal test for area variances established in the General City Law and the City of Poughkeepsie Code.

## PROJECT DESCRIPTION:

OMNI New York LLC (Applicant) proposes to subdivide the Project site into two lots. Proposed Lot 1 will include the existing 13 story multifamily building (Admiral Halsey I), consisting of 119 income restricted senior units, 1 superintendent's unit and 35 off-street parking spaces. Proposed Lot 2 will include the proposed new 4-5 story multifamily building (Admiral Halsey II), consisting of 72 income restricted senior units and 33 off-street parking spaces.

With the addition of the new building and many site improvements, the Admiral Halsey Senior Village will become a campus where the integrated site plan has been designed to allow residents of both buildings use of all ground floor amenities, including the landscaped opens spaces, gazebo, raised gardening planters, and community rooms. From their offices in the new building, Hudson River Housing will coordinate services, such as a shuttle service to medical appointments or the grocery store as well as financial management and computer classes, which are available to all Admiral Halsey residents. The new building will also have a landscaped rooftop available to the residents of Admiral Halsey II.

The Project requires the following five (5) variances:

1. 19-3.17(4)(b) Lot Area Variance for Lot 1
2. 19-31.17(4)(e) Front Yard Setback for Lot 2
3. 19-3.17(4)(f)(1) North Side yard (Rear Yard) setback for Lot 1
4. 19-3.17(4)(i) Usable Open Space for Lot 1, including its location in the Front Yard
5. 19-4.3(11) Off Street Parking requirements for both Lots 1 and 2

Please note a § 19-4.13 Side/Rear Yard Setback for Lot 2 was initially required for the location of the proposed maintenance building. Through design changes discussed with the ZBA, the location of the maintenance building has been adjusted to remove the need for this variance, reducing the total number of variances required from six (6) to five (5). This change was made as part of the April 19, 2022 submission. Furthermore, prior to the ZBA's involvement, Lot 2 required a minimum lot area variance and a side yard setback variance. But through working with the Planning Board, the Applicant was able to adjust the interior lot line to remove the need for these two variances, as outlined in the Applicant's October 5, 2021 correspondence to the Planning Board. Lastly, the Applicant had initially proposed a 7-story building (Admiral Halsey II) that would have only required one variance for off-street parking. However, as noted herein, the City recommended the current 4-5 story design creating the need for the instant variance relief.

**AREA VARIANCE # 1:**

**SECTION 19-3.17(4)(B) REQUIRES THAT A MINIMUM OF 95,200 SQUARE FEET OF LOT AREA BE PROVIDED FOR LOT 1: LOT 1 IS PROPOSED TO BE 40,663.84 SQUARE FEET:**

**Brief summary of facts and circumstances of this variance:**

*The proposed Project involves the construction of a new residential building that will include 72 senior housing apartments, common spaces and support service areas for the residents. To secure the necessary financing for the Project, the proposed building must be located on its own parcel. Accordingly, the Project calls for the existing 2.28-acre site to be subdivided so that both the existing Admiral Halsey building (Admiral Halsey I) and the proposed new 72-unit senior housing building (Admiral Halsey II) will each be located on their own lot.*

*To support the required variance, attached as* ***Exhibit A*** *is the April 18, 2022 letter from Philip J. Bronzi, Chief Lending Officer, Rhinebeck Bank (previously submitted to the ZBA on April 19, 2022) which, in detail, explains why a lenders security interest must be in fee simple, as opposed to another method of ownership such as ground lease. This exhibit is discussed further below under area variance factor #2 (alternatives).*

*Please also note that the proposed Lot 1 which contains the existing Admiral Halsey I building requires the lot area variance. However, no lot area variance is required for the proposed Lot 2/Admiral Halsey II building, which has been designed to meet the minimum lot area requirements.*

**The overall area variance balancing test:**

**(1) How does this variance benefit the applicant and the project?**

*The variance allows the Project to be financed. The proposed subdivision line was carefully designed to minimize the number of variances that would be required for the overall development. Appropriate cross easements, subject to Planning Board review, will be established so that the properties will operate in a unified manner.*

**(2) Does this variance cause a detriment to the community or neighborhood?**

*The proposed subdivision merely creates an invisible property line on a filed subdivision map that does not affect the physical conditions of the property or neighborhood. The location of the proposed dividing line has been carefully selected to minimize the number of variances required, and the Project has been designed so that Lot 1 and Lot 2 will operate in a unified manner and fit within the existing neighborhood. For example:*

- *The site plan allows for adequate parking and cross parcel access for the peak demands of each building as outlined in the Parking Study prepared by Collier Engineering & Design. This will not necessitate the use of existing on-street parking. Parking is discussed further in variance #5.*

- *The new and carefully configured outdoor spaces maintains a park like appearance within the site for use of the residents of both buildings while mitigating off-site impacts by providing a tree lined & landscaped street scape along N. Perry Street.*

- *The new 4-5 story residential building provides a thoughtfully designed transition from the taller buildings along Main Street, thus integrating the Project into the surrounding neighborhood. Please note the Applicant initially proposed a 7-story building but implemented the shorter building design upon the request of the City Planning staff.*

- *The subdividing of the site has been done in a manner that conforms with the adjoining neighborhoods. The less dense "Area Compliant Lot" (Lot #2) adjoins the residential neighborhoods. This keeps it in character with the parcels to the north, west and east of Lot #2 relative to the scale of the structures and the density. The smaller and more dense "Non-compliant Lot" (Lot #1) occurs along Main Street where the higher density and larger scaled properties are located. This lot is in character with the parcels that are located along the Main Street corridor.*

*Thus, the reduction in the Lot Area will not cause a detriment to the community or neighborhood.*

**(3)** **<u>Overall Balancing Test:</u>** Taking into consideration the benefit to the applicant of the variance as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant, should the variance be granted?

*This variance does not create any detriment to the health, safety and welfare of the neighborhood or community. As noted, the subdivision itself merely creates an invisible property line on a map, but by granting this variance, the necessary separate ownerships of the properties can be created, which is required for financing. This Project is then allowed to create new, quality affordable senior housing that is needed within the City of Poughkeepsie. Such additional housing is a worthwhile goal and is consistent with the City of Poughkeepsie's draft 2022 Comprehensive Plan. Moreover, the development of new affordable apartments for Seniors helps fulfill a need identified in the "City of Poughkeepsie Housing Needs Assessment" released in March 2022, as it not only provides new apartments that will help relieve long wait lists for affordable senior housing but also provides right-sized homes for seniors thereby freeing up larger homes for families in the City.*

**<u>The 5 additional factors to be considered as part of the Balancing test:</u>**

1) Whether an undesirable change will be produced in the character of the neighborhood, or a detriment to nearby properties will be created by the granting of the area variance;

*The subdivision merely creates an invisible property line on a filed subdivision map that does not affect the physical conditions of the property or neighborhood. In addition, proposed Lot 2 (new Admiral Halsey II) complies with the zoning district lot area requirements, and this zoning-compliant lot is the lot that is adjacent to the lower density residential properties along the adjoining side streets. The proposed non-compliant lot (proposed Lot 1) contains the existing Admiral Halsey I building that fronts on Main Street and the similarly larger-scale properties along Main Street. Furthermore, by complying with the City's request to reduce the height of Admiral Halsey II to 4-5 stories, the Project provides a transition that did not previously exist from the*

*larger-scale Main Street development to the surrounding residential neighborhood. In addition, the proposed Admiral Halsey II is significantly shorter than the existing 13-story Admiral Halsey I, which was constructed in the 1970's and has defined the character of the neighborhood for nearly 50 years.*

*Lastly, the proposed density of the Project is consistent with that of the immediate neighborhood and the surrounding area. For example, the combined density of Admiral Halsey I and II is 83.7 dwelling units per acre. Across the street, the density of 140 Main Street is 101.2 dwelling units per acre. Similar or greater densities are also found at 66 Washington street, 160 Academy Street, 113 Mill Street, 178-188 Main Street, 7-9 Clover Street, 197 Mill Street and 332 Main Street, as outlined in the Area Density Study, dated July 26, 2022, prepared by Tinkelman Architecture and included as part of this submission to the Board. Moreover, the Project is zoned R-6, "Urban Density Residence District" (emphasis supplied). The purpose of the district is to "provide areas for intense residential development . . ." Section 19-3.17(1) (emphasis supplied). Additionally, the district does not limit the maximum building height and permits 70% lot coverage, both metrics that encourage dense development. Based on the foregoing, the density of the proposed Project is in accordance with the existing development of the area and the explicit purposes of the R-6 District. Thus, it is respectfully submitted there will not be an undesirable change in the character of the neighborhood.*

2) Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;

*Included as **Exhibit B** is the April 19, 2022 Cuddy & Feder, LLP letter (previously submitted to the ZBA on April 19, 2022) explaining why there is no viable alternative to the variance sought. As noted in the attached Exhibit:*

> *The ground-lease/no subdivision option does not meet the standards required by Factor #2, because it would still require several area variances, including: a lot area variance, a usable open space variance, a parking variance, and a building separation variance. Factor #2 applies to alternatives that do not require variances. An alternative which requires one or more variances does not qualify as an alternative "other than an area variance" under this section. Corporation of Presiding Bishop of Church of Jesus Christ of Latter Day Saints v. ZBA of Town/Village of Harrison, 296 A.D.2d 460, 462 (2d Dept. 2002), (appellate court held that a proposed alternative that required a single variance did not qualify for consideration under Factor #2).*
>
> *Even if the ground lease alternative did not require variances, it would not meet the standards in Factor #2 because it does not provide the benefit sought by the applicant. (See Latter Day Saints case, cited above, page 462). See also, Baker v. Brownlie, 248 A.D.2d 527 (2d Dept. 1998) where the applicant sought a variance to obtain a view of the water, and the court rejected a supposed "alternative" that provided no view of the water.*

*Additionally, at 72 apartments, the new building has been designed to fit in with the neighborhood as well as comply with NY State affordable housing programs and the Empire State Supportive Housing Initiative. A smaller building would not have been financially feasible with the State financing programs.*

*Accordingly, the benefit sought may not be achieved by some method, feasible for the applicant pursue, other than subdivision area variance approval.*

3) Whether the requested area variance is substantial;

*Substantiality is not simply a mathematical test, relating to the percentage of variation from the required standard. Salkin, 2 N.Y. Zoning Law & Prac. § 29:15 (4th Ed.); see also Lodge Hotel, Inc. v. Town of Erwin Zoning Bd. of Appeals, 21 Misc. 3d 1120(A) (Sup. Ct. Stuben County 2007), aff'd 43 A.D.3d 1447 (4th Dept 2007) (Reviewing a variance request in a mathematical vacuum is not an adequate indicator of substantiality). "Substantiality cannot be judged in the abstract; rather, the totality of relevant circumstances must be evaluated in determining whether the variance sought is, in actuality, a substantial one." Lodge Hotel, Inc., 21 Misc. 3d 1120(A) at 5. In other words, substantiality has to be judged based on the actual impact of the variance, rather than the mere mathematical extent of the variance. The context of the overall impact on the neighborhood can militate against a finding of substantiality.*

*As stated, the subdivision merely creates an invisible property line on a filed subdivision map that does not affect the physical conditions of the property or neighborhood. Given the lack of an impact of this variance, it is respectfully submitted the variance is not substantial. Should, however, the ZBA disagree, substantiality alone is not a valid reason to deny a variance. Lodge Hotel, Inc. v. Town of Erwin ZBA, 43 A.D.3d 1447 (4th Dept 2007) (substantiality alone is insufficient to deny a variance). This factor does not therefore weigh against the grant of the variance.*

4) Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

*For the reasons outlined in detail above, the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district. Additionally, Lot 1 requires variance relief and this lot is already developed with the 13 story building. And overall, the proposed Project is scaled to complement its surroundings and provide a transition from the Main Street Corridor to the residential neighborhoods.*

5) Whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the Board of Appeals but shall not necessarily preclude the granting of the area variance.

*The variance it is a necessity of the financing for the new building. Regardless, NYS General City Law § 81-b(4)(b)(v)/City Code section 19-8.4 (d)(2)(e) states that the self-created nature of a variance "shall not necessarily preclude the granting of the area variance."*

**Is this the appropriate minimum variance to be necessary and adequate to provide the benefit sought by the applicant while at the same time preserve and protect the character of the neighborhood and the health safety and welfare of the community? City Code section 19-8.4 (d) (3)**

*Yes, the Applicant has considered alternative proposed property line configurations and the current location is the most appropriate. Prior to the ZBA's involvement, Lot 2 required a minimum lot area variance and a side yard setback variance. But through working with the Planning Board the Applicant was able to adjust the interior lot line to remove the need for these two variances,*

*as outlined in the Applicant's October 5, 2021 correspondence to the Planning Board. See **Exhibit C**. The variance is thus the minimum necessary.*

**AREA VARIANCE # 2:**

**SECTION 19-3.17(4)(E) REQUIRES THAT FRONT YARDS OF 20 FEET BE PROVIDED: WHILE THE BULK OF THE PROPOSED BUILDING ON LOT 2 IS 20 FEET FROM THE FRONT PROPERTY LINE, A PORTION OF THE BUILDING WITH A CANOPY OVER THE ENTRANCE IS SETBACK 0.55 FEET;**

**Brief summary of facts and circumstances of this variance:**

*The proposed new building (Admiral Halsey II) is located over 20 feet from the front property line along N. Perry Street. This is in compliance with the requirement defined in the City of Poughkeepsie Zoning Ordinance. However, for the proper functioning of the building, a covered porte cochere is proposed for the western side of the building fronting on N. Perry Street. This will provide a safe and covered drop off and pick up location for all residents. This open-air structure is the only building component that is being constructed within the setback area. Additionally, the Planning Board's design consultant Mass Design appreciated this design element and advised that the scale and width of the porte cochere should be increased. See **Exhibit D**.*

**The overall area variance balancing test:**

**(1) How does this variance benefit the applicant and the project?**

*The porte cochere is an open structure that will not be visually intrusive along the street line, yet it is an important component for successfully operating the building. Transport vans and other vehicles that will bring residents to medical appointments and grocery stores, for example, will pick up / drop off under the porte cochere. Considering the mobility of the residents, providing protection from the elements to go from the building to their transportation is a necessity.*

*Image: Rendering of the building and Porte Cochere along N. Perry Street*

**(2) <u>Does this variance cause a detriment to the community or neighborhood?</u>**

*No, the architectural style of the porte cochere will create visual interest to the neighborhood and also will perform its function as a welcoming element denoting the building's entry.*

*In addition, MASS Design, the Planning Board's Architectural Consultant, appreciated this amenity. In fact, MASS Design recommended the Applicant increase the scale and width of this structure to improve its function and to enhance this attractive visual element along the street. It is respectfully submitted there cannot be a detriment to the community or neighborhood when the City's design consultant appreciates the architectural amenity and even recommended expanding its size.*

**(3) <u>Overall Balancing Test:</u>** Taking into consideration the benefit to the applicant of the variance as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant, should the variance be granted?

*First and foremost, the variance provides for a building design that integrates the proposed structure with N. Perry Street, thus fostering a more intimate relationship with the neighborhood. Additionally, the variance provides an important amenity for the building's residents. The clear benefit to the Applicant and the building residents outweighs the lack of an impact to the neighborhood or community, particularly since the variance furthers an accepted design principle.*

**<u>The 5 additional factors to be considered as part of the Balancing test:</u>**

1) Whether an undesirable change will be produced in the character of the neighborhood, or a detriment to nearby properties will be created by the granting of the area variance;

   *The proposed building (Admiral Halsey II) is zoning compliant, located over 20 feet from the front property line. The variance is required because a limited architectural feature (the porte cochere, an open-air structure that will not visually intrude on N. Perry Street), extends into the front yard setback. The porte cochere is conveniently located near the urban sidewalk along N. Perry Street. It is designed as an open air, lightly structured extension of the building that is appropriately located and scaled to the neighborhood for use by the residents of the building.*

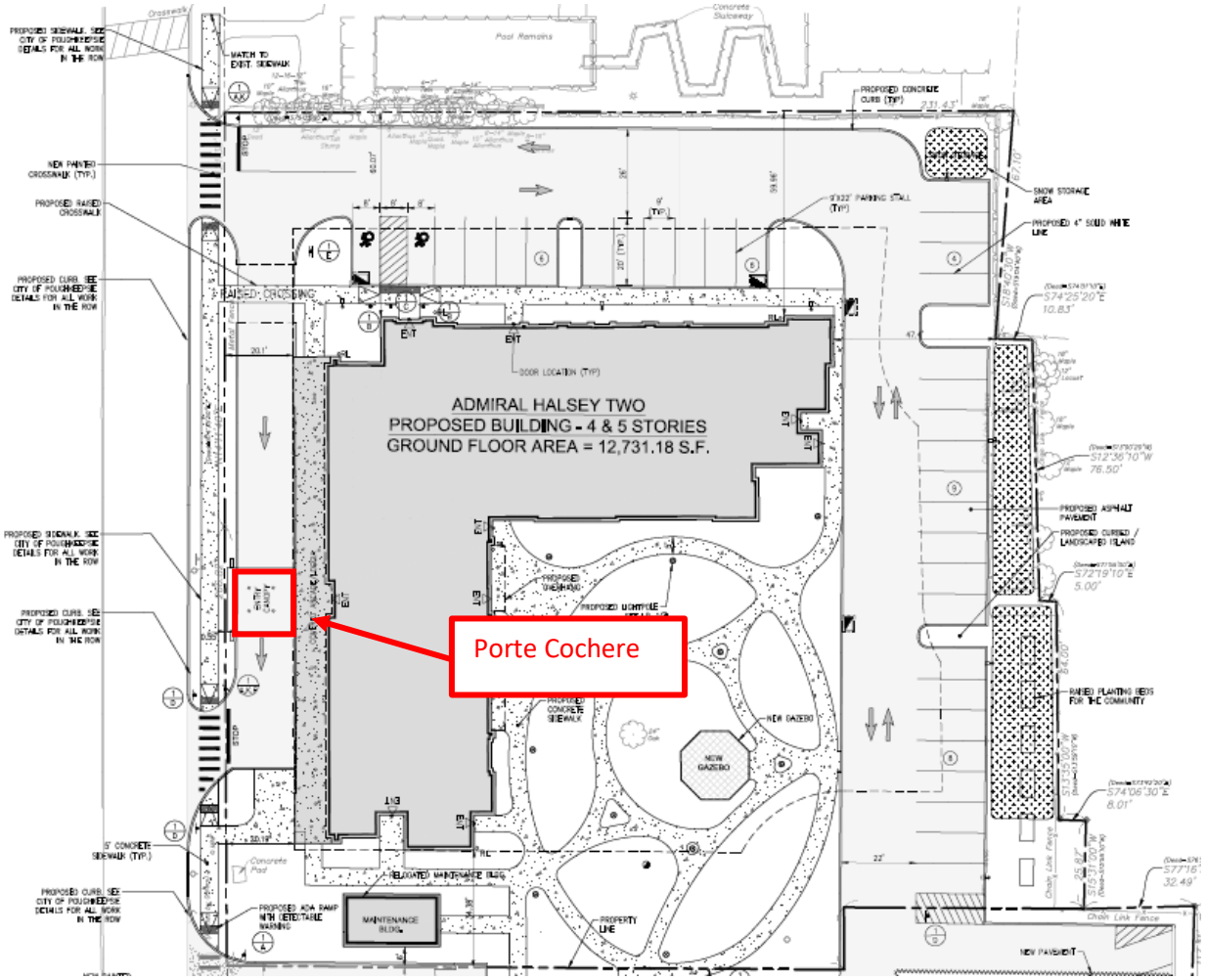
2) Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;

   *This is the appropriate location and scale for this porte cochere and compliance with the Zoning Ordinance is not feasible. To reiterate, the porte cochere is a required design feature because of the age of the residents, and if the building and the porte cochere were to be moved 20 feet to the east to eliminate the need for the variance, this would place the building proper 40 feet from the property line. Moving the main building 40 feet back from N. Perry Street would be out of character with the neighborhood. By keeping the building located per the designed site plan, it mimics a similar condition that exists on the west side of N. Perry Street with the residential apartment buildings.*

*In addition, moving the building farther back jeopardizes the intimate scale that was created by placing the building along the front yard setback. The covered front porch, incorporated into the west side of the building, has a much more intimate relationship with the neighborhood. The building location is also required to preserve the interior open space. Pushing the building farther into the site will reduce the amount of usable open space available, increasing the degree of that variance at the expense of eliminating a variance for open-air architectural feature that is a required amenity that also helps integrate the building into the existing streetscape of N. Perry Street.*

3) Whether the requested area variance is substantial;

*The port cochere is a limited open air-architectural feature that extends into the front yard setback while the building proper complies with the Zoning Ordinance. It is an appropriate architectural component for a building of such use, type and scale. It has been designed to complement the building and provide the needed function of being able to cover two vehicles at one time and provide for required pedestrian circulation.*



*Based on the limited nature of the port cochere, it is respectfully submitted the variance requested is not substantial. As noted in the City of Poughkeepsie's March 2, 2022 Area Variance Review Analysis, Staff concurs this variance is not substantial.*

4) Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

   *No. The port cochere is 9'-2" deep x 34'-6" wide. The remainder of the 12,731.18 SF ground floor area of the building complies with the Zoning Ordinance setback.*

5) Whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the Board of Appeals but shall not necessarily preclude the granting of the area variance.

   *This could be considered self-created but is an important architectural element that enhances the building and its relationship with N. Perry Street.*

**Is this the appropriate minimum variance to be necessary and adequate to provide the benefit sought by the applicant while at the same time preserve and protect the character of the neighborhood and the health safety and welfare of the community? City Code section 19-8.4 (d) (3)**

*Yes, even though it is small in scale, it is an important functional component for this building. Minimizing this variance would negatively affect other important design elements, such as the usable open space.*

**AREA VARIANCE # 3:**

**SECTION 19-3.17(4)(F)(1) REQUIRES A SIDE YARD SET-BACK OF 68.04 FEET FOR THE NORTH SIDE YARD OF LOT 1, WHILE 23.9 FEET IS PROVIDED;**

**Brief summary of facts and circumstances of this variance:**

*There are several mitigating factors associated with the variance request. The most important of which is that the newly proposed lot line on the north side of the existing Admiral Halsey I building is being created as an internal division line. As noted in Area Variance #1, separate parcels are a necessity for the financing of the new building. The non-compliant setback therefore only affects the Applicant's Lot 2, not a third party property owner. Additionally, the distance for the rear and side yard setbacks are based on a building's height. Admiral Halsey I is a 13-story building, so of course the setback for Admiral Halsey I is going to be greater than that of the other buildings within the neighborhood. It is also notable that per the Zoning Bulk information, the minimum allowed side & rear yard setbacks are 15 feet in the R-6 district, which is less than the 23.92 feet provided for on the proposed site plan. The proposed lot line placement complies with the setbacks minimally acceptable in the R-6 district, although a variance is still technically required given the height of Admiral Halsey I.*

*Surrounding zoning districts also provide for less strict side yard setbacks. For example, if the zoning regulations of the adjacent C-2 District are followed for Lot 1, this rear yard setback would be 20 feet, 8 feet or not at all depending the adjoining district. Similarly, the adjoining O-R district to the east of*

*Lot 1 has a minimum rear yard setback of 15 feet. The provided for setback of 23.92 fees is therefore not out of character with the zoning requirements of the immediate neighborhood.*

**The overall area variance balancing test:**

**(1) How does this variance benefit the applicant and the project?**

*As noted, subdivision approval is necessary to finance construction of the new building. The proposed lot line was also carefully considered to reduce the number of variances required. Adjustments to the interior lot line removed the need for two additional variances, as outlined in the Applicant's October 5, 2021 correspondence to the Planning Board.*

*Additionally, the current location of the lot line off the southern face of Admiral Halsey I was established to remove any limitations that would be imposed on the Admiral Halsey II building by the IBC 2020, NYS Building Code, Chapter 7, Fire & Smoke Protection Features regarding fire rated exterior walls and area of allowed window penetrations. The NYS Building Code reduces the allowable area for exterior wall penetrations for Buildings that are between 15 to 20 feet from a property line by 25%. As the distance between the building and the property line is reduced, the allowable area for the penetrations continues to be reduced, till no penetrations are allowed in the exterior wall. Accordingly, if the lot line were moved closer to the proposed Admiral Halsey II the size of the windows would be negatively impacted to the detriment of the building's future residents.*

**(2) Does this variance cause a detriment to the community or neighborhood?**

*No. The setback variance is interior to the site and in no way relates to exterior features of the Project nor adjacent properties.*

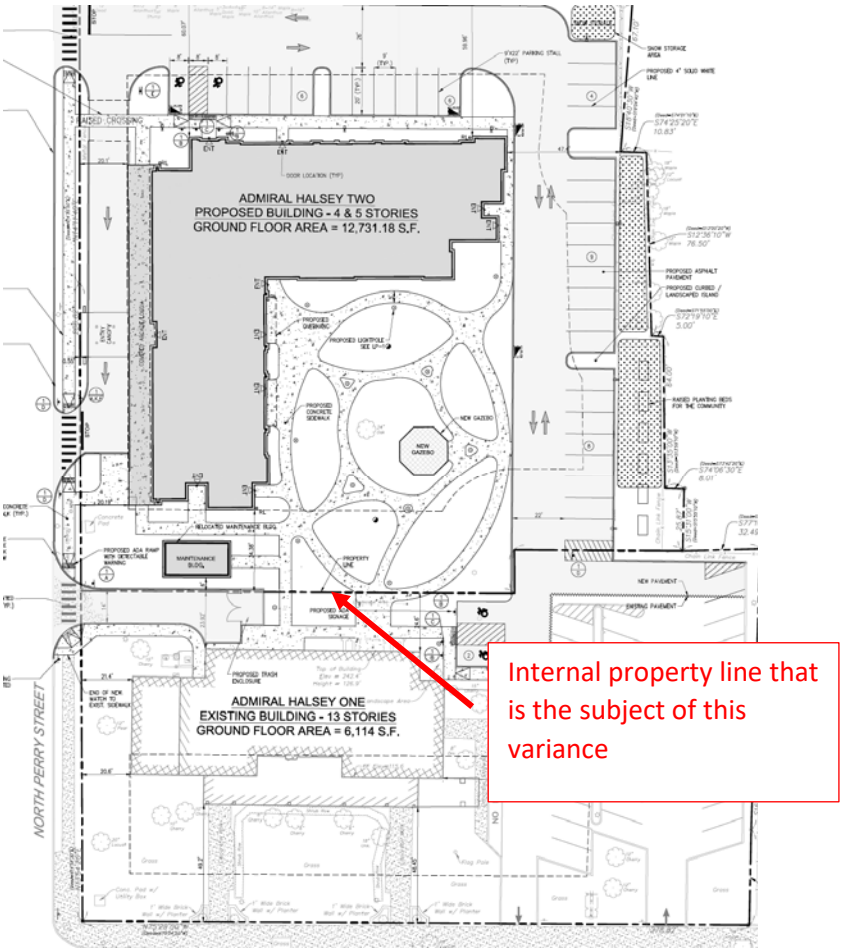
**(3) Overall Balancing Test:** Taking into consideration the benefit to the applicant of the variance as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant, should the variance be granted?

*Yes. This variance is an internal site plan design feature that is strategically located so that the window size of the proposed Admiral Halsey II is not negatively impacted.*

**The 5 additional factors to be considered as part of the Balancing test:**

1) Whether an undesirable change will be produced in the character of the neighborhood, or a detriment to nearby properties will be created by the granting of the area variance;

*No, on both accounts. The requested variance relates solely to a proposed property line that is internal to the site. The site has been designed so that the two buildings function in a unified manner sharing open space and site amenities as well as provide adequate on-site parking.*




2) Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;

   *No, this is the only method that reduces the variances needed. Additional minimum lot area and side yard setback variances were required for Lot 2 before the current lot line configuration was proposed.* Similarly, adjusting the lot line could negatively impact the window penetrations on Admiral Halsey II.

3) Whether the requested area variance is substantial;

   *As noted for Area Variance #1, the context of the impact of the variance determines its substantiality, as opposed to a pure mathematical deviation from the required standard. Again, the variance is internal to the site and does not impact the neighborhood. It is therefore respectfully submitted the variance is not substantial given this context.*

4) Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

   *As previously mentioned, this variance is created by placing an invisible line on the plan that will be filed as part of a subdivision map and will not have any impact on the physical or environmental conditions found in the neighborhood or district.*

5) Whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the Board of Appeals but shall not necessarily preclude the granting of the area variance.

*This is not a self-created hardship; the subdivision is required for the financing.*

**Is this the appropriate minimum variance to be necessary and adequate to provide the benefit sought by the applicant while at the same time preserve and protect the character of the neighborhood and the health safety and welfare of the community? City Code section 19-8.4 (d) (3)**

*Yes, this is a purely internal variance request that will have no impact in the character of the neighborhood and the health, safety and welfare of the community. Adjusting the degree of this variance will incur additional variances for Lot 2.*

**AREA VARIANCE # 4:**

**Section 19-3.17(4)(i) require that usable open space be provided for all multiple dwellings and Section 19-4.13 provides that accessory uses not be placed in the front yard: Lot 1 requires 35,700 square feet of useable open space. Lot 1 provides 16,026 square feet of usable open space and seeks a variance of 19,674 square feet as to area and a variance to allow 12,215 square feet of the provided open space to be located in the front yard;**

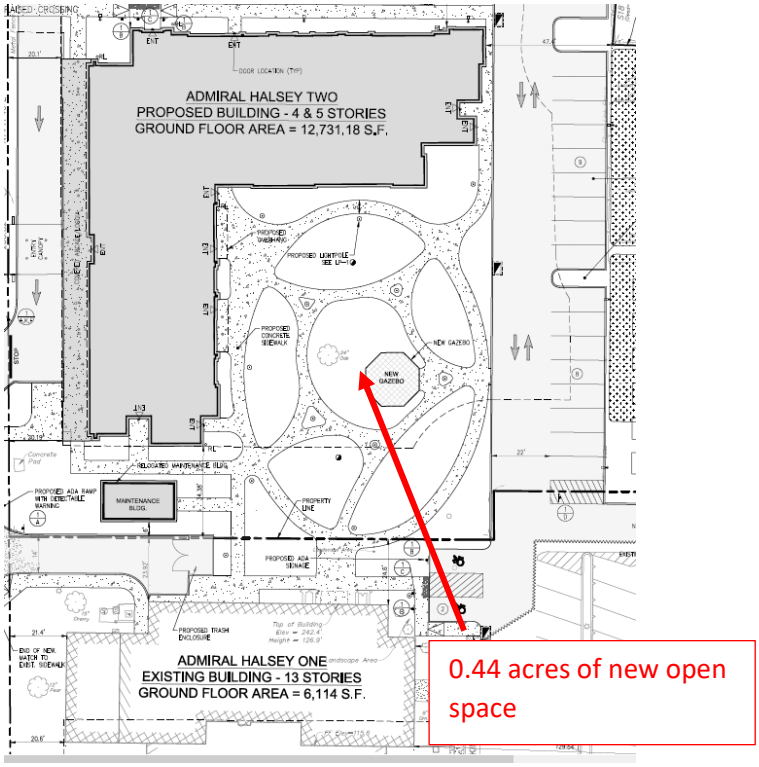
**Brief summary of facts and circumstances of this variance:**

*Only Lot 1 requires area variance relief. The Applicant is providing 20,154 SF (0.46 acres) of usable open space on Lot 2 where 19,200 SF is required. Thus Lot 2 is fully zoning compliant. Furthermore, Lot 1 and 2 are designed as a single integrated development. The residents of Lot 1 will have equal access to the usable open space on Lot 2, and the site has a total of 0.82 acres of interconnected usable open space, inclusive the space available on Lot 1.*

*Additionally, Lot 1 is not devoid of all usable open space by providing 16,026 SF (0.36 acres). Although this open space is provided in the front of the building, it is still valuable usable open space with shade trees and benches for sitting that is actively used by the building residents today:*

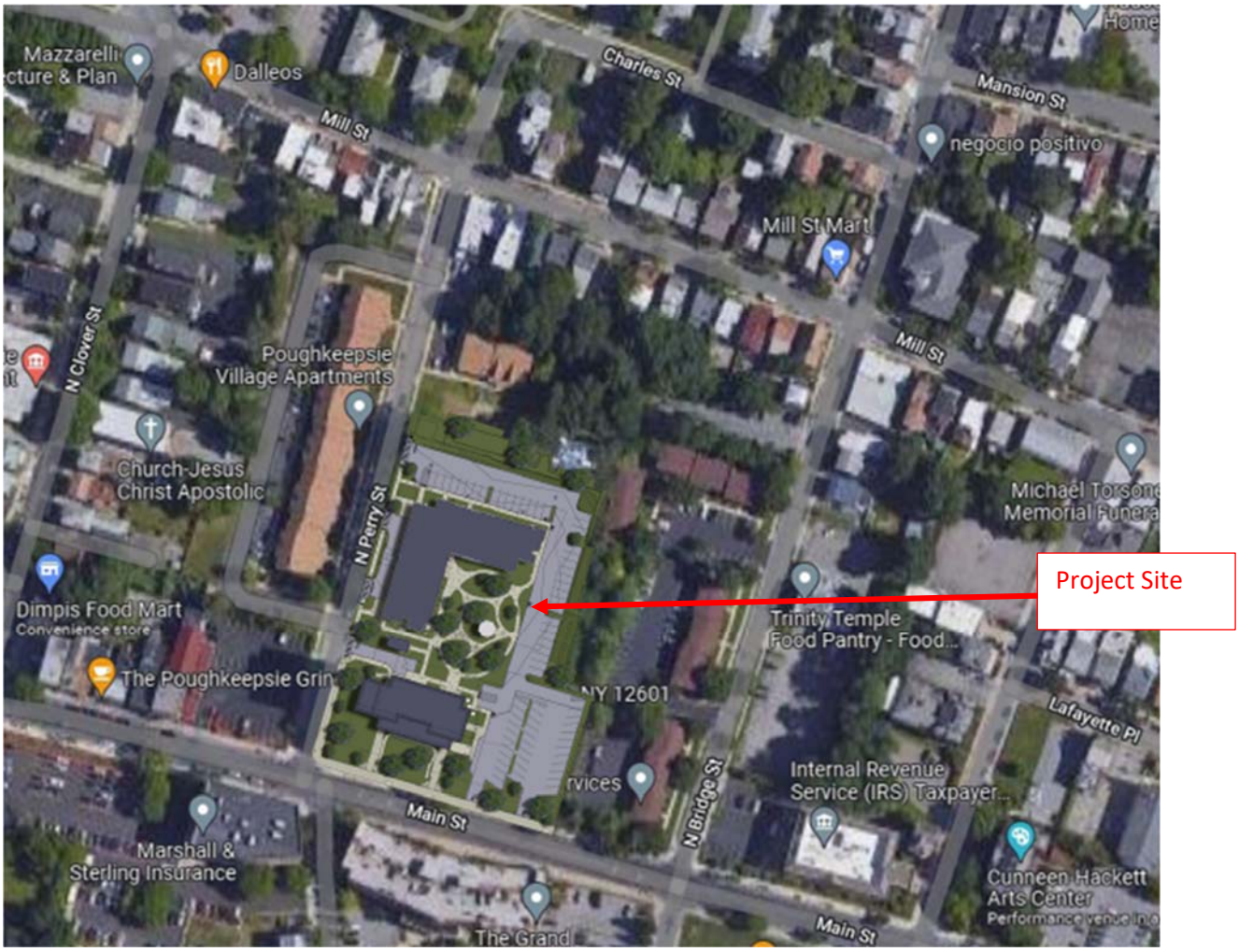
Resident using the bench/open space in front (from Google)

*The 0.46 acres of new usable open space on Lot 2 will augment the existing 0.36 acres available on Lot 1 as a thoughtfully designed space for the proposed tenants of both buildings (elderly and disabled) that includes green space, walking paths and a gazebo, among others.*




*This significant open space is being provided just off Main Street in downtown Poughkeepsie (a city). As part of the 0.44 acres of open space on Lot 2, a proposed rooftop patio/Resident Lounge has been added to the plans of Admiral Halsey II to address the comments of the ZBA. In addition to the rooftop amenities, there are substantive interior spaces proposed for the ground floor of the building to accommodate community programs. All of these spaces will provide areas for passive activities for the residents.*

*No other property in the neighborhood appears to provide a similar amenity for its property:*




*In viewing the usable open space requirement for the other adjoining districts that make up the Main Street Corridor within the project area (i.e., C-2 and O-R), these districts do not require any usable open space. When considering Lot 1, which makes up part of the Main Street Corridor, the non-compliant usable open space is consistent with the other properties along Main Street.*

*Also, it should be noted that an earlier iteration of the site plan called for a 7-story tower which occupied a much smaller footprint than what is currently proposed. Under that design, the necessity for an open space variance would have been significantly reduced if not needed at all. But in an effort to create a better, more contextual site plan for the neighborhood, City Planning staff recommended a lower building with a larger footprint which requires the open space variance being sought here.*

**<u>The overall area variance balancing test:</u>**

**(1) <u>How does this variance benefit the applicant and the project?</u>**

*This variance benefits the Project by permitting the minimum density required to have a viable affordable senior housing Project while still providing the Project's residents with meaningful programmatic opportunities for active and passive recreation. The new green spaces that are*

*provided have been thoughtfully designed and are a significant upgrade to what currently exists on site for the residents of the existing Admiral Halsey I.*

**(2) <u>Does this variance cause a detriment to the community or neighborhood?</u>**

*No. The usable open space requirement is intended to be an internal recreational amenity for the residents of the site. It is not a public park requirement. The reduced on-site open space does not affect the community or neighborhood. Furthermore, the usable open space on Lot 1 in the front yard is an existing condition that will not be changed by the grant of the variance.*

**(3) <u>Overall Balancing Test:</u>** Taking into consideration the benefit to the applicant of the variance as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant, should the variance be granted?

*Yes, this Development involves the creation of both an attractive new building and a landscaped courtyard, internal and external program spaces as well as improved streetscapes that abut the property on Main Street as well as N. Perry Street.*

**<u>The 5 additional factors to be considered as part of the Balancing test:</u>**

1) Whether an undesirable change will be produced in the character of the neighborhood, or a detriment to nearby properties will be created by the granting of the area variance;

*An undesirable change will not be produced. Usable open space is intended to provide a passive and active recreational amenity for the residents on-site. This is not a public park requirement.*

> *<u>USABLE OPEN SPACE:</u> An unenclosed portion of the ground of a lot which is not devoted to driveways or parking spaces, which is free of structures of any kind, of which not more than 25% is roofed for shelter purposes only, the minimum dimension of which is 40 feet and which is available and accessible to all occupants <u>of the building or buildings on said lot for purposes of active or passive outdoor recreation.</u> Accessory building roof space may be substituted for ground space, provided that such space is available and accessible to all said occupants. (emphasis supplied)*

*Section 19-2.2.*

*The reduced on-site open space does not therefore affect the community or neighborhood. Furthermore, the current undeveloped site will be greatly improved with the construction of a new building and a thoughtfully designed shared courtyard that is well organized for social interaction and enjoyment of the outdoors that is landscaped for all seasons. Lastly, the existing usable open space in the front yard of Lot 1 will remain unaltered and can still be appreciated by the neighbors and community.*

2) Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;

*There is not another method that will increase the amount of usable open space that will be successful. The subject property as proposed provides more usable open space than the properties*

*that abut the project site. This is demonstrated simply by viewing the google photographic mapping of these adjacent properties on page 14 above. This shows large areas of asphalt parking lots and tightly situated buildings that provide little usable open space in districts with this requirement. Additionally, no adjacent undeveloped properties are available for purchase.*

*While the project does not meet the required amount of usable open space, this reduction has been mitigated through alternate means which still provide the residents locations that can meet the needs of both passive and active recreation. Examples of these are listed:*

1. *The existing usable open space along Main Street and N. Perry Street for the Admiral Halsey I building provides an attractive greensward space along these frontages to both soften the streetscape as well as to provide seating for the residents and neighbors.*
2. *The same can be said for the proposed landscaped property edge along N. Perry Street. This continues the greenscape from Main Street along N. Perry softening the property edge in front of the new Admiral Halsey II building. In addition, there is the covered front porch that creates a protected and covered area where residents can sit and enjoy the streetscape.*
3. *There also is an area along the east side of the property where raised planting beds will be located. This continues an activity that already exists as part of Admiral Halsey I. These will be used by the residents for meaningful gardening opportunities.*
4. *The building interior includes an interior program space to be utilized by the residents for scheduled programs or other communal activities. Given the nature of the resident population, these important activity spaces are as valuable as the outdoor spaces, and they can be successfully used at all times where the weather outdoors does not allow for this possibility.*
5. *Finally, as noted in the City of Poughkeepsie March 2, 2022 Area Variance Review Analysis, there is a City Park that adjoins the project site at 33 N. Perry Street that could benefit the residents of the development by augmenting the open space on-site.*

3) Whether the requested area variance is substantial;

*We do not believe the proposed variance to be substantial when considering nearly an acre of usable open space (0.82 acres) is provided across both Lot 1 and 2 in the downtown Main Street area of the City of Poughkeepsie. In addition, the site plan proposes interior alternates that provide the residents with passive and active recreation that is crucial to a healthy life. There is also a City park that abuts the Property to the north as well as the substantial City of Poughkeepsie waterfront park system that is only several blocks away that can augment the open space opportunities on-site.*

4) Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

*Granting of this variance will allow for the crafting of attractive green spaces for this site. These spaces include the courtyard as well as the new and enhanced existing open spaces for passive use along Main Street and N. Perry Street. The variance will not have an adverse effect or impact on the physical or environmental conditions in the surrounding neighborhood or district.*

5) Whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the Board of Appeals but shall not necessarily preclude the granting of the area variance.

*Effort was taken to maximize the open space by creating an interior courtyard of high quality that is integrated into the operation of the campus. It is difficult to provide substantial usable open space in higher density main street-downtown urban areas, such as where this project is located. Strict usable open space requirements are nearly impossible to satisfy given the generally small lot sizes and dense build environment of a downtown urban setting, which is evident by this requirement not existing in the C-2 and O-R Districts which make up the rest of the Main Street Corridor in the location of this project.*

*In addition, through conversations and meetings with the City of Poughkeepsie's Planning and Zoning Staff, the project was altered from an originally proposed 7 story structure to the current 4 and 5 story "L" shaped configuration. By lowering the building height from what was originally proposed, the exterior open space was thereby reduced as the building footprint of Admiral Halsey II was enlarged. By making these requested modifications to the new building's scale and configuration, additional effort was made to create an exterior courtyard of high quality that is integrated into the operation of both structures. Also, the new building forms are more appropriate with the surrounding neighborhood as well as creating a positive transition from the 13 story Admiral Halsey I building to the balance of the neighborhood.*

**Is this the appropriate minimum variance to be necessary and adequate to provide the benefit sought by the applicant while at the same time preserve and protect the character of the neighborhood and the health safety and welfare of the community? City Code section 19-8.4 (d) (3)**

*Yes, this request is the appropriate minimum variance for this undertaking. The usable open space needs are different for a senior's population than if the building was being rented by a population of all ages (i.e., no playgrounds required). In addition to the shared open space being created for use by both apartment buildings, the new structure has a significant program and activity space proposed within the ground floor. Valuable open space also already exists on the perimeter of the site, along both Main Street and North Perry Street as well as on the eastern edge of the project site.*

**AREA VARIANCE # 5:**
**SECTION 19-4.3(11) REQUIRES THAT 66 OFF-STREET PARKING SPACES BE PROVIDED FOR LOT 1, WHILE 35 ARE PROPOSED. 40 OFF-STREET PARKING SPACES ARE REQUIRED FOR LOT 2 WHILE 33 SPACES ARE PROPOSED. THE TOTAL REQUIREMENT FOR THE PROJECT IS 106 PARKING SPACES, WHILE THE TOTAL PROVIDED IS 68 SPACES;**

**Brief summary of facts and circumstances of this variance:**

*The Applicant studied the parking usage for the existing Admiral Halsey I building and determined that there is surplus parking available. The proposed new building will have a similar age-restricted, low-income population with similar parking needs. It is therefore apparent that the number of parking spaces required by the City of Poughkeepsie Zoning Ordinance is far greater than the practical needs of the existing and proposed Development. To avoid having to construct additional unneeded parking spaces that would encroach on the usable open space provided, the Applicant retained the services of*

*Colliers Engineering & Design to prepare an expert parking report, last revised July 20, 2022. The Report concludes that the proposed 68 parking spaces adequately accommodate the peak parking demand of the Project.*

*For additional context, 36 of the 72 units for the proposed Admiral Halsey II building will meet the State's criteria for "Frail Elderly/Senior" housing. Hudson River Housing (HRH) will be supporting these 36 units and in their experience, the traditional demand for parking is greatly diminished for these residents due to a higher propensity of eyesight and mobility issues as well as limited means to maintain a car and insurance. HRH will however be providing van service for the residents of BOTH buildings seven days a week. Furthermore, HRH's Care Manager will assist the residents with any daily activities they struggle to perform to keep the residents living independently. This is not an assisted living facility requiring outside aids. Any need for outside care could impact a resident's eligibility to continue as an ESSHI participant and likely indicate a need to move to an assisted living facility. To provide further details on the proposed frail elderly population and HRH's in-house services the Applicant has provided a letter from HRH, dated July 26, 2022, as part of this submission to the Board.*

**The overall area variance balancing test:**

**(1) How does this variance benefit the applicant and the project?**

*A parking study was prepared by Dr. Philip Grealy, a highly regarded traffic engineer with Colliers Engineering and Design, and the results of this report validated the operating assumptions made by the owner and operators of Admiral Halsey Senior Village. The proposed 68 parking spaces adequately accommodate the peak parking demand of the Project.*

*This variance benefits not only the applicant, but also the community. No more than the necessary number of parking spaces will be being constructed – thus, the project site can be greener, more attractive and pedestrian friendly.*

**(2) Does this variance cause a detriment to the community or neighborhood?**

*The parking study confirms adequate on-site parking is proposed and no offsite parking impacts will occur.*

**(3) Overall Balancing Test:** Taking into consideration the benefit to the applicant of the variance as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant, should the variance be granted?

*As previously mentioned, there is no negative impact either to the neighborhood or community with this reduction in parking and asphalt. It will also be a benefit to the residents in that the site can now be more attractive and user friendly, while still not impacting the available on-street parking.*

**The 5 additional factors to be considered as part of the Balancing test:**

1) Whether an undesirable change will be produced in the character of the neighborhood, or a detriment to nearby properties will be created by the granting of the area variance;

*The parking study confirms adequate on-site parking is proposed and no offsite parking impacts will occur.*

2) Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;

   *There are no other methods to add parking without impacting the usable open space available on site. In fact, prior to the ZBA's involvement, the Applicant increased the degree of the parking variance to acquiesce to the Planning Board's request for more usable open space (see October 5, 2021 letter to the Planning Board).*

3) Whether the requested area variance is substantial;

   *The variance is the minimum necessary to provide adequate on-site parking which preserves the usable open space available on site.*

4) Whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

   *This variance improves the physical and environmental conditions of the neighborhood and district by reducing the amount of asphalt required while simultaneously preserving green space.*

5) Whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the Board of Appeals but shall not necessarily preclude the granting of the area variance.

   *This requested reduction in the number of parking spaces to be provided comes from a detailed professional analysis in regard to creating a Development that is balanced and adequate in regard to its parking needs.*

**Is this the appropriate minimum variance to be necessary and adequate to provide the benefit sought by the applicant while at the same time preserve and protect the character of the neighborhood and the health safety and welfare of the community? City Code section 19-8.4 (d) (3)**

*The variance is appropriate minimum variance necessary to provide adequate parking on-site while preserving the usable open and other green spaces available.*

**EXHIBITS:**

**Exhibit A:** *April 18, 2022 letter from Philip J. Bronzi, Chief Lending Officer, Rhinebeck Bank.*

**Exhibit B:** *April 19, 2022 Cuddy & Feder, LLP letter.*

**Exhibit C:** *October 5, 2021 Tinkelman Architecture letter to the Planning Board.*

**Exhibit D:** *December 16, 2021 MASS Design Group review letter.*

# EXHIBIT A

Rhinebeck Bank

**Corporate Offices**
2 Jefferson Plaza
Poughkeepsie, NY 12601
845-454-8555
www.rhinebeckbank.com

April 18th, 2022

Chairman Scott Parker
Zoning Board of Appeals
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Re: 135 Main Street, Poughkeepsie, New York

Dear Chairman Parker:

This letter is respectfully submitted to the City of Poughkeepsie Zoning Board of Appeals (ZBA), as requested, to confirm that a loan for new construction is easier to finance on a fee simple title subdivided lot than on a ground lease parcel. Typically, projects with a ground leasehold interest are considered much riskier than projects with a fee simple interest. Lending institutions often prefer not to finance them altogether and if they do, will place much more stringent requirements on those loans in order to offset the added risk associated with this type of structure. Some of the additional risks associated with a ground lease parcel are as follows:

1. The lender's collateral or security interest in a ground lease will be in the ground lease itself (rather than in the land). Therefore, if the ground lease is terminated, the lender is left with no collateral whatsoever. This is a dangerous position for a lender to be in.

2. In the event of foreclosure, the lender cannot foreclose on the land but must foreclose on the borrower's interest in the ground lease. So, in essence, the lender will foreclose on the ground lease and, upon foreclosure, the lender will be a tenant and thereby step into the shoes of the ground tenant under an already negotiated ground lease. As you can imagine, no foreclosing lender wants to foreclose and then be considered a tenant upon foreclosure and thereby have to deal with a ground lessor in administering its collateral/security interest the property.

3. With respect to foreclosure, the lender will need to negotiate with the ground lessor, who is not its borrower, to ensure that the ground lessor will agree that the ground lessor's fee simple interest in the property is subordinate to the lender's interest in the

Member FDIC Equal Housing Lender

ground lease. This often creates great difficulty as the parties involved might not truly appreciate the complexities and nuances of ground lease financing and the ground lessor might not agree to so subordinate its fee simple interest.

4. When financing a ground lease, the loan documents are often more complex and comprehensive in that a myriad of provisions needs to be drafted to ensure that the borrower does not amend the ground lease without the lender's consent and, in addition, the lender needs to negotiate an estopple and other documents with the ground lessor to ensure that the ground lease has certain provisions that will enable the lender to be comfortable in financing the ground lease because again, if the ground lease is terminated, then the lender has no security and is left with an unsecured loan.

5. When negotiating the loan documents, the lender will need to bring the ground lessor into the mix of things as the ground lessor and the borrower are critical to ensuring that the lender's rights and interest are protected. This is clearly a more complex and precarious relationship rather than an outright conventional security interest in real property where its just lender and borrower.

Should you have any questions regarding the contents of this letter, please do not hesitate to contact me.

Very truly yours,

Philip J. Bronzi
Chief Lending Officer
Rhinebeck Bank
Office: 845.790.1558
Cell: 845.656.0070
pbronzi@rhinebeckbank.com

# EXHIBIT B

CUDDY +FEDER LLP

300 Westage Business Center, Suite 380
Fishkill, New York 12524
T 845 896 2229
F 845 896 3672
cuddyfeder.com

Jennifer L. Van Tuyl, Esq.
jvantuyl@cuddyfeder.com

April 19, 2022

Hon. Scott Parker, Chair
and Members of the Zoning Board of Appeals
City of Poughkeepsie
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, New York 12601

RE: 135 Main Street: Area Variances (File #2021-023)
Admiral Halsey II
Parcel ID: 6062-76-911183

Dear Chairman Parker and Members of the Zoning Board of Appeals:

This letter is being submitted to supplement the letter from Philip J. Bronzi, Chief Lending Officer of Rhinebeck Bank, dated April 18, 2022, by noting several other relevant considerations based upon the statutory standards for area variances.

Only one of the 5 Area Variance Factors relates directly to the consideration of alternatives to the applicant's requested relief. Factor #2 requires the ZBA to consider "whether the benefit sought by the applicant can be achieved by some method feasible for the applicant to pursue, other than an area variance." (General City Law § 81-b(4)(b)(ii); City Code section 19-8.4 (d) (2) (b)).

The ground-lease/no subdivision option does not meet the standards required by Factor #2, because it would still require several area variances, including: a lot area variance, a usable open space variance, a parking variance, and a building separation variance. Factor #2 applies to alternatives that do *not* require variances. An alternative which requires one or more variances does not qualify as an alternative "other than an area variance" under this section. *Corporation of Presiding Bishop of Church of Jesus Christ of Latter Day Saints v. ZBA of Town/Village of Harrison*, 296 A.D.2d 460, 462 (2d Dept. 2002), (appellate court held that a proposed alternative that required a single variance did not qualify for consideration under Factor #2).

Even if the ground lease alternative did not require variances, it would not meet the standards in Factor #2 because it does not provide the benefit sought by the applicant. (See *Latter Day Saints* case, cited above, page 462). See also, *Baker v. Brownlie*, 248 A.D.2d 527 (2d Dept. 1998) where the applicant sought a variance to obtain a view of the water, and the court rejected a supposed "alternative" that provided no view of the water.

5175600.v4

Finally, we note that, as a practical matter, the subdivision itself merely creates an invisible property line on a filed subdivision map. That invisible line does not change the appearance or functioning of the two buildings.

**Conclusion**

Based on the foregoing, it is respectfully requested that the Board move forward with consideration of the variance requests.

Very truly yours,

Jennifer L. Van Tuyl

cc: Natalie Quinn, Director of Development
Judith Knauss Deputy Building Inspector
Rebecca Valk, Corporation Counsel

# EXHIBIT C

TINKELMAN ARCHITECTURE

October 5, 2021

Chairman Levine
Honorable Members of the City of Poughkeepsie Planning Board
City of Poughkeepsie
62 Civic Center Plaza
3rd Floor
Poughkeepsie, NY 12601

**RE: Admiral Halsey II**
**135 Main Street**
**Parcel # 131300-6062-76-911183-0000**
**Poughkeepsie, NY 12601**

Dear Chairman Levine and Members of the Planning Board,

I hope this letter finds you well.

This letter, together with the attached revised Site Plan drawing and Zoning Analysis, constitutes our current submittal to the City of Poughkeepsie Planning Board. We are submitting this amended application for Site Plan, Architectural, and Special Use Permit approval for the above referenced parcel at 135 Main Street.

At the previous Planning Board presentation held on September 21, 2021, the Applicant proposed to subdivide the Project Site into two lots. Proposed Lot 2 will include the existing multifamily building (Admiral Halsey I), consisting of 118 income restricted senior units, 1 superintendent's unit and 46 off-street parking spaces. Proposed Lot 1 will include the new multifamily building (Admiral Halsey II), consisting of 71 income restricted senior units, 1 superintendent's unit and 58 off-street parking spaces. As stated in the previous Planning Board presentation, the Applicant has indicated that the proposed property subdivision is necessary for successful Project financing and will result in the need for additional site variances. Importantly, the Project has been designed to ensure that the existing structure and new structure are coordinated, and new open spaces have been provided between the buildings for use by the residents of both facilities.

At the Planning Board meeting the Planning Board members requested that the Applicant consider increasing the amount of open/green space around the Project and perhaps revisit the site design to reduce the number of variances that might be ultimately required for the Project. Also discussed at the meeting was the fact that the amount of parking required by the City of Poughkeepsie Zoning Code could be reduced given the fact that the building occupants are senior and elderly/frail residents and many of them would not and do not have cars.

TINKELMAN ARCHITECTURE

Given that information, the Planning Board members where amenable to the idea of exchanging the quantity of required parking spaces for more open space on the site.

Therefore, we present to you and the Board for consideration the revised site plan enclosed. The originally proposed new property line presented to the Planning Board on September 21, 2021, that would subdivide the original lot, has been redefined and moved. The distance between the existing Admiral Halsey I building and the proposed Admiral Halsey II building has also been increased. This was accomplished by the adjustment of the proposed property line and slightly moving the Admiral Halsey II building northward. These design decisions create several opportunities for the project. When considering the original site design that was presented, we were able to eliminate the need for 2 of the requested variances in the original submission. The variances that were eliminated from the original variance request list are as follows: an overall lot area variance for Admiral Halsey II and a side yard variance for Admiral Halsey II.

However, because of the considerations that we gave to the request of the Planning Board members for more open green space around the proposed Admiral Halsey II, it became necessary for us to add back into the list of requested variances, a new variance for the Admiral Halsey II portion of the project. The variance that we added to the requested variance list is for the required number of parking spaces at the Admiral Halsey II building. We redesigned the parking layout on the north side of Admiral Halsey II to address the board's desire for more open greenspace around the perimeter of the building and site. In addition to this, as discussed in the Planning Board meeting, we have eliminated the parking spaces on the east side of the newly created open green space that was presented in the site plan. The resultant parking count for Admiral Halsey II will be 37 parking spaces, and not the required 40 parking spaces. We have also reduced the number of parking spaces and re-arranged the layout of the remaining parking spaces. The changes to the new lot line likewise reduce the parking space count at Admiral Halsey I to 35 spaces. The combined parking count for the two buildings is now proposed to be 72 parking spaces. The Applicant feels that a combined parking space count of 72 spaces is adequate for both buildings, given the resident population. All of these design decisions created more green/open space throughout the site and even though we still need a variance for the open space requirement at Admiral Halsey II, these moves have increased the open/green space around the project. Ultimately, with the new revised site plan, we have reduced the number of required variances from 8 to 7.

The revisions and design changes indicated above are depicted in drawing sheets G-100 (Zoning Information) and PZ-100 (Site Plan) and are dated October 19, 2021, and indicated as Revision 1. For expediency's sake the Civil Engineering drawings have not been updated yet. The Civil Engineering drawings that will need updating include SUB-1, SG-1, SD-1, UT-1, EC-1, and TT-1. The engineering drawings shall be revised after the scheduled October 19. 2021 Planning Board meeting.

Based on the above, we respectfully submit that the proposed Project is consistent with the neighborhood and is compliant with the City's site plan review considerations. We submit that the Planning Board should declare its intent to be the lead agency pursuant to SEQRA and commence coordinated review of the Project.

TINKELMAN ARCHITECTURE

Once we obtain additional feedback from the Planning Board, the City's consultants, and involved/interested agencies, we will supplement our application. We look forward to working with the city in furtherance of the Project.

Respectfully,

**TINKELMAN ARCHITECTURE**

Anthony Juliano, Assoc. AIA
Director of Architectural Services

cc. Steven Tinkelman, Tinkelman Architecture
Natalie Quinn, Planning Director, City of Poughkeepsie

# EXHIBIT D

**MASS DESIGN GROUP**

1 Chandler Street Suite 101
Boston, MA 02116

289 Main Street Suite 101
Poughkeepsie, NY 12601

hello@massdesigngroup.org
+1 857 233 5788
+1 845 473 4003

massdesigngroup.org

December 16, 2021

City of Poughkeepsie Planning Board
Attn: Robert Levine, Chairman
63 Civic Center Plz
Poughkeepsie, NY 12601

cc: Natalie Quinn, Planning Director

**RE: 2021-037 and 2021-038: 135 Main Street**

Dear City of Poughkeepsie Planning Board,

On December 6, 2021, the applicant and design team convened with Chris Kroner and Natalie Quinn to discuss their proposed project at 135 Main Street. Attendees from the design team included: Ken Spillberg, Steve Tinkelman, Paul Shevchuck (Omni), Ken Casamento (LRC), and Anthony Juliano. The discussion was a preliminary workshop in nature, and Mr. Tinkelman gave anintroduction to the project, its intent and constraints to which MASS elevated some clarifying questions for further consideration.

We understand from the Developer that the project requires 72 units. Considered to be an extension to the seven story "Admiral 1" Housing tower on Main Street, we also understand that "Admiral 2" will continue to serve as senior housing, and the design is intended to mediate between the large tower and the lowrise neighbors immediately across the street to the west. No immediate details are being borrowed from the two story neighbors.

The building is four stories towards Main Street and currently steps up to become five stories at the north side of the building. The building as presented is clad in cementitious panels in a gridded layout, with large panels that is contributing to an institutional aesthetic to the building massing. Part of the discussion addressed whether cementitious boards (in lieu of panels) running horizontally or vertically might help give the building a more residential character, while maintaining the proposed bulk and massing. The team offered that they previously considered boards, but were intending for a more updated aesthetic, to which we began discussing additional details around the building. **One possible compromise we offered is for the design team to consider incorporating additional panel sizes to help create a proportional grid logic. We feel the design team may want to consider these options in order to help alleviate the larger five story massing. In any event, the design team should offer material color photos of the proposed brick and panels.**

The ground floor colonnade is articulated with brick columns with cast stone belt capitals, which created a bit of curiosity and confusion about the intended style or vintage. **We encouraged the design team to consider cleaner, perhaps simpler rectangular piers.**

The proposed design has a moderate level of glazing. **Operation of the windows is currently unclear, and should be clarified for the planning board to review.** There are corner windows currently presented with vertically oriented "soldier course" brick infills, which are visually reading as heavy, and could be articulated more as a tying feature to the panel language (through material and/or color). We notice that the soldier course work is

also articulated as a series of layers on the facades with a precast concrete belt window head trims that striate the building at uneven intervals, which we would invite the design team to describe further.

One feature discussed at the meeting was the "port cochere" which was an appreciated amenity to offer protection for car arrivals and departures. In the proposed plans, it appears to be scaled for one vehicle, and we encouraged the applicant team to consider enlarging the scale to have a bit more presence in relation to the building massing and perhaps accommodate a second waiting vehicle. Additionally we briefly discussed the front archway detailing, which may need to be revisited after any other facade conversations.

The design team explained that the courtyard has been conceived differently than the streetscape, and therefore has been demarcated for passive recreation, but we encouraged creating more clear spots for benches as well as active programming (yard games such as cornhole, horseshoes, or bocci, for example were mentioned).

Extending projections over the window heads were also encouraged to offer shading as well as much protection over the courtyard sidewalks, but we were corrected that the sidewalks were not accurate in the renderings, and we should refer to the site plan oval. Planter boxes or other window depth articulations may help the scale of the larger building feel a bit more personal/residential.

We look forward to seeing this important anchor project for Main Street Poughkeepsie evolve through public participation.

Sincerely,
Chris Kroner

Principal
ckroner@mass-group.org

**MASS DESIGN GROUP**

1 Chandler Street Suite 101
Boston, MA 02116

289 Main Street Suite 101
Poughkeepsie, NY 12601

hello@massdesigngroup.org
+1 857 233 5788
+1 845 473 4003

massdesigngroup.org

**MASS DESIGN GROUP**

334 Boylston Street #400
Boston, MA 02118

337 Main Street #3F
Poughkeepsie, NY 12601

hello@massdesigngroup.org
+1 857 233 5788
+1 845 473 4003

massdesigngroup.org

October 25, 2022

City of Poughkeepsie Zoning Board
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

**RE: Admiral Halsey Phase II**
131300-6062-76-911183-0000
135 Main Street
City of Poughkeepsie, NY 12601

Dear Chairman Parker and members of the Zoning Board,

At the August 9, 2022, meeting, the Zoning board continued the public hearing, and consented that the City Planning Board serve as Lead Agency for purposes of the coordinated SEQR review of the project.

Thereafter, the Planning Board has concluded its environmental analysis, and adopted a Negative Declaration at its September 20, 2022, meeting, concluding that the Project as proposed (i.e., including the requested variances) will not have a significant impact on the environment. A copy of the Negative Declaration is on file in the Planning Department, and a copy will be provided to the ZBA.

Since the SEQR review has now been completed for the project, it is appropriate that the application return to the Zoning Board agenda for conclusion of the variance review. To facilitate that review, the current submission includes the within responses to the comments at the August 9th, 2022, session of the public hearing. It also summarizes additional improvements in the landscaping plans for the Project which have been further developed over the past several months of Planning Board review. The colored site plan is part of the submission. Also included is a rendering of the gazebo which will be built in the shared open space courtyard shared by Admiral Halsey I and Admiral Halsey II residents.

## RESPONSE TO ZBA COMMENT:

### Zoning Board's requests for further information:

At the August 9th public hearing, the Board requested more information on the tenant restrictions applicable to Admiral Halsey I, i.e., clarifying information as to income, age, and handicapped status.

> LRC Response: The recorded Regulatory Agreement between the New York State Housing Finance Agency and the Applicant confirms the Applicant's Admiral Halsey I building contains 119 one-bedroom units (118 units rental units one unit set aside for building superintendent) that are permitted a maximum of two tenants per unit, and are restricted to persons who must be income eligible and are either handicapped or not less than 62 years of age. *See* Regulatory Agreement Section 5.2 and/or Section 1 of First Amendatory Agreement. This Regulatory Agreement is in effect until 2047. *See* Regulatory Agreement Section 3.1. Copies of the Regulatory Agreement and First Amendatory Agreement are attached for reference.
>
> Please note this data is reenforced by the actual population figures set forth in the next section.

### Updated Parking Study:

The Board also requested more information on the existing tenant mix (senior vs. disabled) as well as confirmation said data was considered as part of the Parking Report.

> LRC Response: An updated Parking Report was prepared by Colliers Engineering & Design, dated September 2, 2022, to supplement its previous report of April 15, 2022. The updated Parking Report is attached hereto and provides additional historical information on parking and site operations as well as clarification requested by the ZBA for the proposed Admiral Halsey II building. The observations and reporting conclude that the proposed reduced parking will adequately accommodate the peak parking demands of both buildings.
>
> More specifically, the Report provides data on the number of non-senior income eligible disabled persons who have resided at AHI since 2013:

| | 2013 | 2016 | 2018 | 2020 | 8/2022 |
|---|---|---|---|---|---|
| No. of Non-Senior Income Eligible Disabled Persons | 7 | 16 | 13 | 23 | 24 |
| % of total Residents | 6% | 13% | 10% | 18% | 19% |

*assumes 125 residents per year.

As noted in the Report, this operational data was considered as part of Colliers parking review. The parking observations were done at a time when the Applicant had the highest number of non-senior disabled persons residing in the building to date (24 persons or 19%), and yet the parking utilization continued to conform to levels analyzed over the life of the building. Based on the information further summarized in the attached Report pp. 2-3, the Report concludes that the disabled residents do not increase AHI's parking demand.

As to data on population, the Report confirms that:

- only 4 units out of the 119 apartments are occupied by couples;
- there are no minors in any of the apartments; and
- visitor parking for seniors/frail elderly was also taken into consideration and addressed in the Report. The available parking data for residential facilities of all types of housing for the aged and infirm generally shows a disproportionally low level of visitation to the occupants.

**Public comments on the availability of Emergency Services:**

LRC Response: The City of Poughkeepsie Fire Department and Police Department have reviewed the proposed project and have provided a letter signing off on the submitted plans and no concern was raised on the ability to serve the limited number of additional residents. A copy of the letter is attached.

**Public comments on the substantiality of the variances:**

LRC Response: The Applicant has provided a full analysis of the variance balancing test and the five-factors, including substantiality, in its previously submitted document entitled "Summary of Proof in Support of Variances," provided to the ZBA on July 26, 2022. "Substantiality" is not considered separately or in a vacuum but is considered in the context of the actual impacts of the variances on the neighborhood.

## UPDATES TO THE PLANS:

In addition to responding to comments from the August 9th, 2022, hearing, the Applicant summarizes below additional improvements in the landscaping plans for the Project which have been further developed over the past several months of Planning Board review. The changes suggested by the planning board and public, and incorporated by the Applicant, further integrate the Project and ensure the Project does not impact the character or physical and environmental conditions of the neighborhood.

**Landscaping along N. Perry Street - The Planning Board inquired if it were possible to create more of a buffer of trees and plantings at this location:**

LRC Response: It was critical to the Fire Department to have sufficient open areas to access the building from the street with an extended ladder, thus the desire to provide both spacing and a narrower mature tree profile. To address the street level screening concern, we have shown the addition of 7 Rose of Sharon bushes between street trees which will provide a visual screen or filter up to 10' in height yet remain narrow enough to be placed in the island without conflicts with pedestrians or vehicles. Spacing of the street trees has been adjusted in response to FD comment and one street tree has been moved north to improve FD access. Additionally, we changed the species of the two southerly street trees to a narrow form maple (the Armstrong Gold Maple) to reduce conflict of future tree canopy with the building entrance canopy or potential vehicles using the entrance drive lane.

**Additional Planning Board Landscaping Comments:**

- **The Planning Board raised questions about the ongoing maintenance and longevity of some of the shrub and tree choices.**

  LRC Response: Regarding concern for the durability and hardiness of several flowering or ornamental trees used on the plan, we have replaced the Serviceberry, Fringe Tree and Eastern Redbuds with narrow forms of oaks and maples, specifically Armstrong Maple, Armstrong Gold Maple and Crimson Spire Oaks. Each of these trees can be expected to be stronger and more long lived, as well as less susceptible to pests. A note has also been added to the landscape plan indicating the applicant's commitment to replacing failing plant materials for the life of the project.

- **The Ilex was another plant choice that raised concerns about not being reliably winter hardy in our area.**

  LRC Response: The two IGD (Ilex glabra 'Densa') have been replaced with Silver Sprite Bayberry (Morella pensylvanica 'Silver Sprite') which has a similar density and leaf quality as the Inkberry but is deciduous and so much less subject to winter hardships.

- **Comment that removal of mature trees should be mitigated with a more careful and robust tree plan.**

  LRC Response: City of Poughkeepsie Zoning, Section 19-6.1 *Site development plan approval (e) (1) (f)* states that all existing trees over eight inches in diameter, measured three feet above the base of the trunk, *shall be retained to the maximum extent possible*. (emphasis added) Building placement and site grading to provide ADA consistent grades to the new building and North Perry Street requires the removal of some mature trees.

Accordingly, the courtyard tree planting has been modified to provide more diversity of species and to expand tree canopy coverage beyond the narrow canopy that would be provided by the 11 columnar Gingko Trees previously shown. Specifically, the columnar Gingko trees have been replaced by Princeton Sentry Gingko (4), Karpick Maple (6) and Tupelo Tower Black Gum (1). In a related change, in order to allow the Karpick Maples to stand out as special in the courtyard and adjacent to the buildings, we have replaced 3 Karpick Maples shown in islands of the easterly parking area with Redmond American Linden, a larger street that is very tree tolerant of urban conditions.

**MISCELLANEOUS:**

**Public comment on a proposed LWRP that has not been adopted:**

LRC Response: The comment was made at the September 20, 2022, Planning Board meeting and responded to by Natalie Quinn. This project is not in the waterfront advisory area under the LWRP currently in effect. In addition, the Planning Board fully discussed potential impacts of the Project on the Coastal Zone as part of its environmental analysis and concluded that there would be no adverse impacts. *See* adopted Negative Declaration.

We thank you for your consideration and look forward to further discussion on with the Board on November 8, 2022.

Sincerely,
**LRC Engineering & Surveying, DPC**

By: _____
Kenneth F. Casamento

Cc: Planning Board

Enclosures:
Updated Color Site Plan
Rendering of the gazebo
Letter from Omni, dated October 24, 2022
2007 Regulatory Agreement and First Amendatory Agreement
September 2, 2022, Parking Report
EMS Letter, dated September 16, 2022, and Police Department Review, dated December 14, 2021

# SITE PLAN SUBMISSION SET

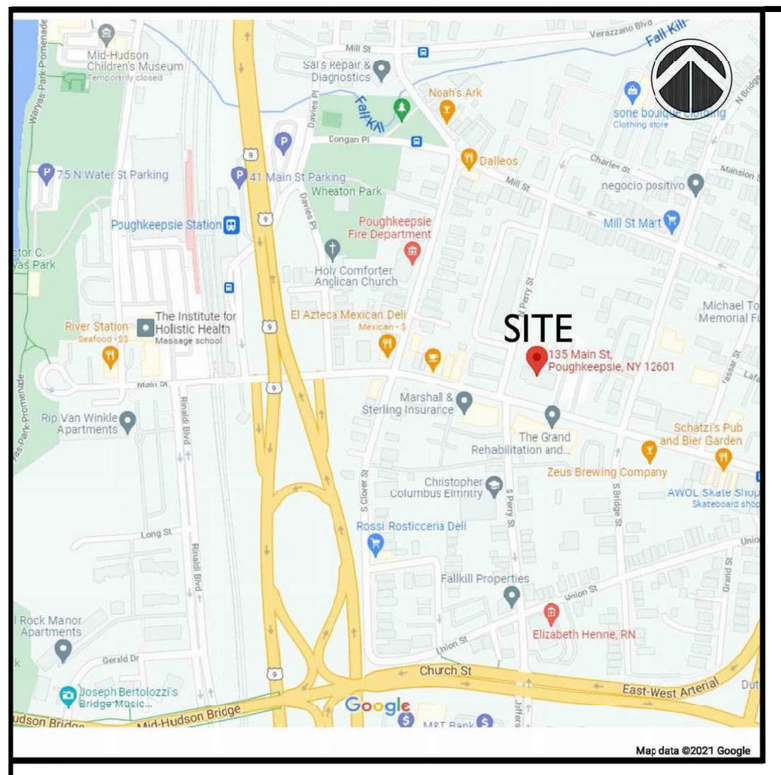
FOR

# ADMIRAL HALSEY 11

## 135 MAIN STREET

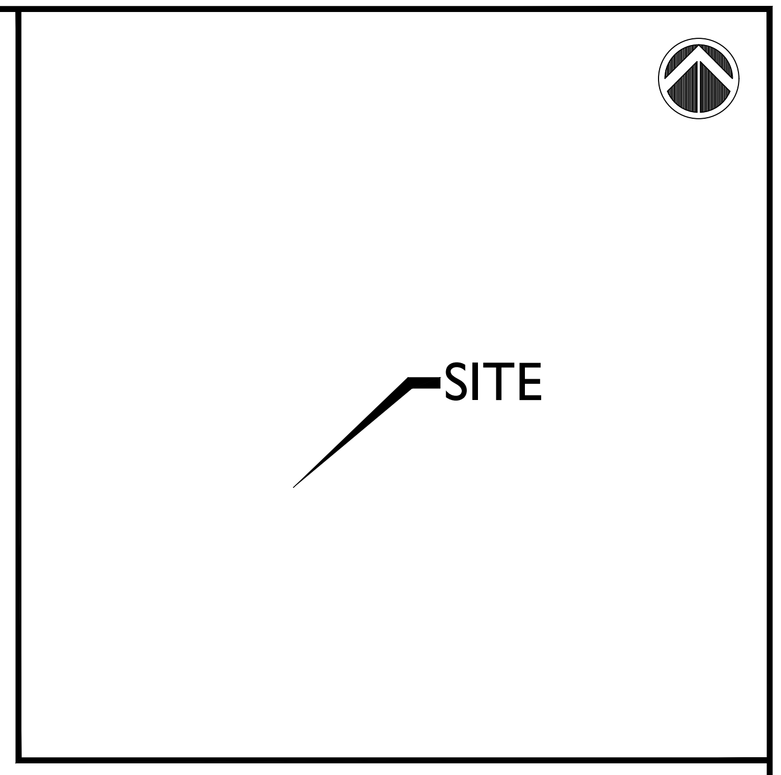
## CITY POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

TAX MAP #6062-76-911183




LOCATION MAP

SCALE: 1"=1,000'

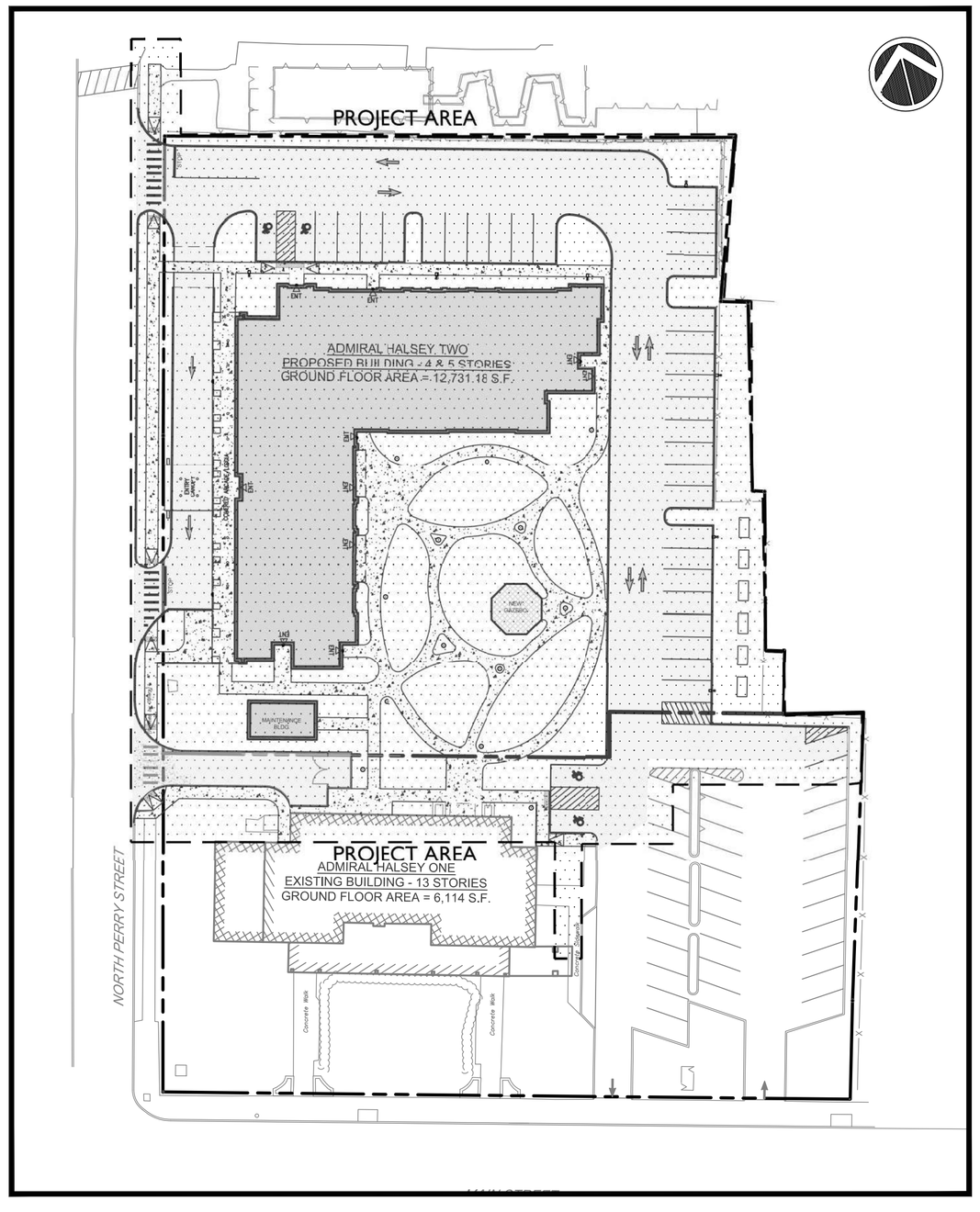



VICINITY MAP

SCALE: 1"=200'

ORIGINALLY SUBMITTED: JUNE 15, 2021
REVISED: DECEMBER 21, 2021
REVISED:FEBRUARY 28, 2022

## REVISED: MARCH 22, 2022




OVERALL SITE PLAN

SCALE: 1"=40'

## SITE PLANNER / CIVIL ENGINEER:


LRC GROUP

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 204
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com


- LAND PLANNING
- CIVIL ENGINEERING
- ENVIRONMENTAL SERVICES
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

LRC Engineering & Surveying, DPC
LRC Engineering and Surveying, LLC
LRC Environmental Services, Inc.

STATE OF NEW YORK · RODNEY E. MORRISON · 074194 · LICENSED PROFESSIONAL ENGINEER

Rodney Morrison P.E. #074194

## ARCHITECT:


TINKELMAN ARCHITECTURE
33 ARLINGTON AVE., 2ND FLOOR
POUGHKEEPSIE, NEW YORK 12603
(845) 473-0200

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
(845)473 - 0200
www.tinkarch.com


## OWNER / APPLICANT:


OMNI NEW YORK
909 THIRD AVENUE
21ST FLOOR
NEW YORK CITY, NEW YORK 10022
(646) 502-7200


Omni New York LLC

Omni America LLC

## INDEX OF DRAWINGS


| | |
|---|---|
| CV-1 | COVER SHEET |
| EX-1 | EXISTING CONDITIONS |
| SUB-1 | SUBDIVISION PLAT |
| DM-1 | DEMOLITION PLAN |
| SP-1 | SITE PLAN |
| SG-1 | SITE GRADING |
| SD-1 | SITE DRAINAGE |
| UT-1 | UTILITIES PLAN |
| EC-1 | EROSION & SEDIMENTATION CONTROL PLAN |
| LL-1 | LANDSCAPE PLAN |
| LP-1 | SITE LIGHTING PLAN |
| TT-1 | TRUCK TURNING PLAN |
| NS-1 | NOTES SHEET |
| DN-1 | SITE DETAILS |
| DN-2 | SANITARY / WATER DETAILS |
| DN-3 | STORMWATER DETAILS |
| DN-4 | EROSION CONTROL DETAILS |


CITY PLANNING BOARD
CITY OF POUGHKEEPSIE, NEW YORK
**SITE PLAN APPROVAL**
FILE NO:
PROJECT NAME:
PROJECT LOCATION:
APPLICANT:
**OFFICIALLY APPROVED** AT THE PLANNING BOARD
MEETING HELD THE _____DAY OF_____2_____
PLANNING CHAIR:
DESIGNEE:
DATE SIGNED:
CONDITION(S)

FIRE CHIEF

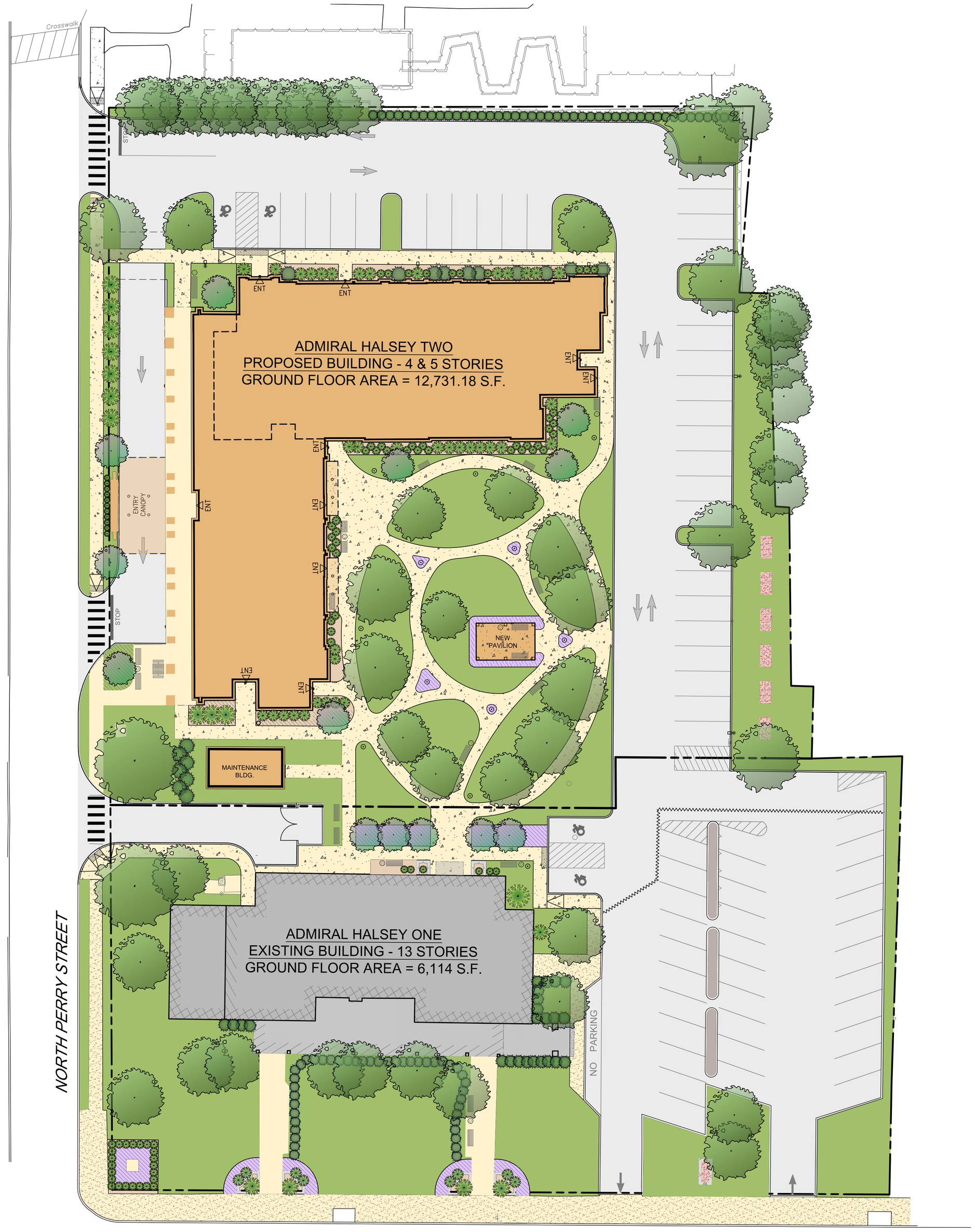
POLICE CHIEF

BUILDING INSPECTOR

CITY ENGINEER

COMMISSIONER OF PUBLIC WORKS

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase 1-Omni New York, LLC\DWG\CV2127300.dwg 3/18/2022 1:46 PM SCurran




GRAPHIC SCALE

20 10 0 20

SCALE IN FEET

STATE OF NEW YORK
ROBERT E. MORRISON
074156
LICENSED PROFESSIONAL ENGINEER

| # | Date | Description |
|---|---|---|
| 3 | 3/22/2022 | REVISED PER COMMENTS |
| 4 | 7/6/2022 | REVISED PER COMMENTS |
| 5 | 7/15/2022 | REVISED PER COMMENTS |
| 6 | 7/25/2022 | REVISED PER COMMENTS |
| 7 | 09/19/2022 | REVISED PER FD COMMENTS |

Revisions

LRC GROUP

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

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 204
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

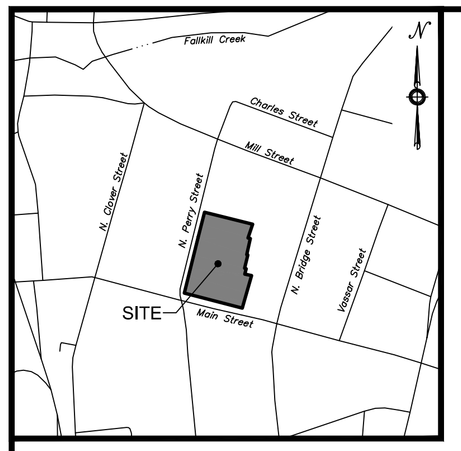
# PRESENTATION PLAN

## ADMIRAL HALSEY II

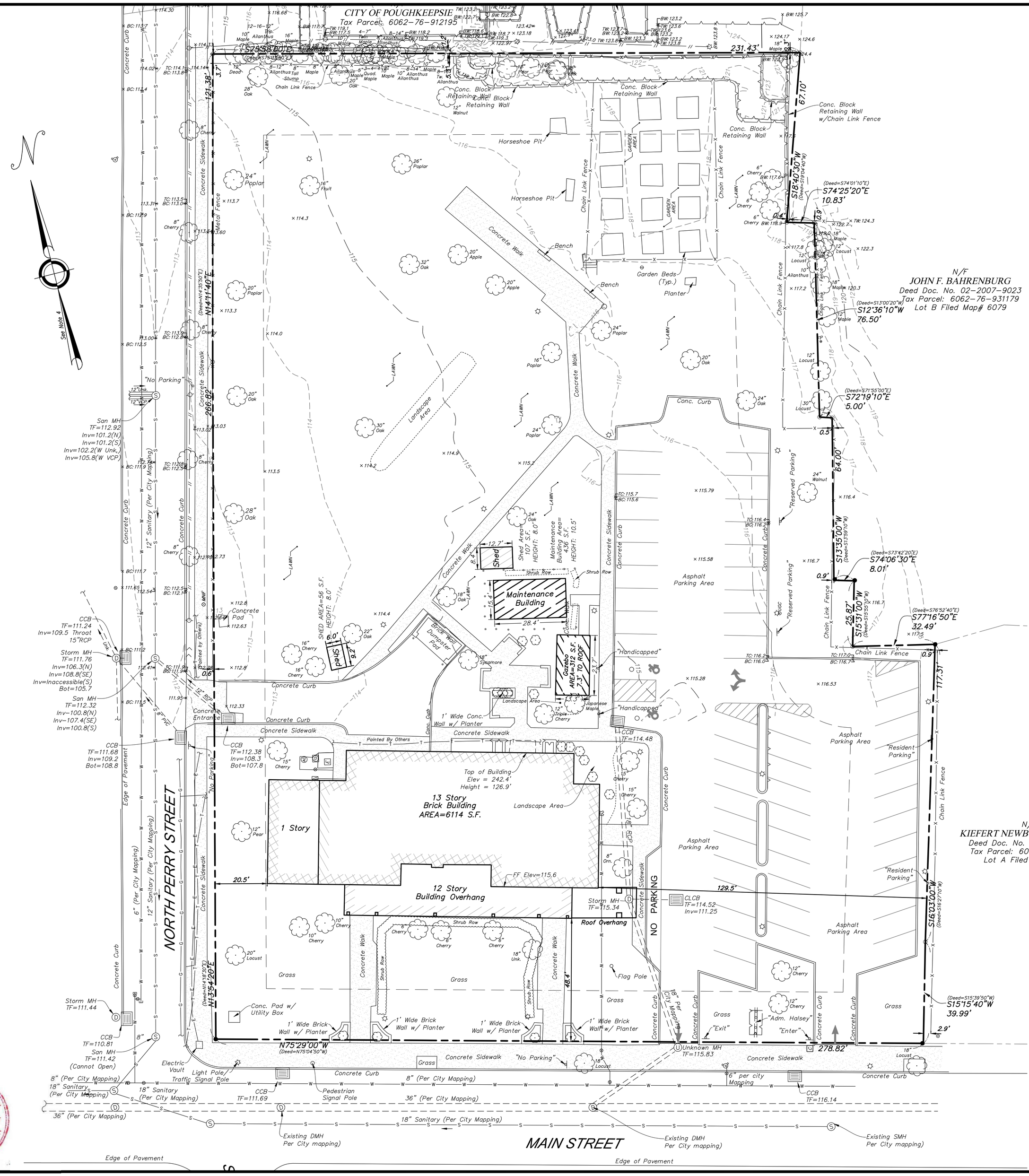
135 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | | |
|---|---|---|---|---|---|
| Design/Calcs | BS | CAD File | PRES21273001.dwg | Sheet No. | PSP-1 |
| Drawn | SMC | Project No. | 20-2370 | | |
| Checked | KFC | Date | 2021-06-22 | | |
| Approved | REM | Scale | 1"=20' | | |

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\PRES21273001.dwg 10/24/2022 3:46 PM Dwall




Vicinity Map
Scale: 1"=500'




## Legend

- Property Line
- Index Contour
- Intermediate Contour
- Treeline
- Hedge/Shrub Line
- Retaining Wall
- Fence
- Storm Sewer
- Sanitary Sewer
- Water Main
- Gas Main
- Electric Line
- Telephone Line
- Overhead Wire
- Iron Pin, Pipe, Rebar, Drill Hole
- Calculated Property Corner
- Sign
- Bollard
- Existing Spot Grade
- Guy Wire
- Utility Pole
- Water Valve
- Hydrant
- Gas Valve
- Drainage Manhole
- Sanitary Manhole
- Electric Manhole
- Telephone Manhole
- Manhole, Utility Type Unknown
- Lamp Post
- Catch Basin
- Curbless Catch Basin
- Deciduous Tree
- Shrub
- Handicap Parking
- Soil Boring
- N/F — Now or Formerly (in Title of)
- Bituminous Concrete Surface
- Concrete Surface

## Map Notes

1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.
2. Only copies from the original of this survey marked with an original of the land surveyor's seal shall be considered to be a true copy.
3. The above certification shall run only to the person for whom the survey is prepared , and on his behalf to the title company, governmental agency and lending institution. Certifications are not transferable to additional institutions or subsequent owners.
4. North Arrow & Bearings are referenced to the North American Datum of 1983 (NAD83) projected onto the New York State Plane East Zone based on field tie-in to map referenced in Note 7A.
5. Elevations & Contours are referenced to the North American Vertical Datum of 1988 (NAVD88) based on field tie-in to map referenced in Note 7A.
6. Field survey was completed on November 8, 2021.
7. Reference is made to the following maps:
   A. "ALTA/NSPS Land Title Survey Prepared for OMNI New York LLC, City of Poughkeepsie, County of Dutchess, New York", scale 1"=20', dated July 2, 2020, prepared by Chazen Engineering, Land Surveying & Landscape Architecture, Co., D.P.C.
8. Parcel is identified as Tax Section 6062, Block 76, Lot 911183 on the City of Poughkeepsie Assessor's Map.
9. Property is located in Zone "Other Areas – Zone X" (areas determined to be outside the 0.2% annual chance floodplain) as depicted on Flood Insurance Rate Map (FIRM) Panel 0358E, Dutchess County, New York, City of Poughkeepsie, Community Number 360222, Map Number 36027C0358E, effective date: May 2, 2012.
10. The subsurface utilities depicted hereon conform to the following Utility Quality Levels, as defined by the American Society of Civil Engineers (ASCE) in Document CI/ASCE 38-02 titled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data":
    - Sanitary Sewer: QLC
    - Storm Sewer: QLC
    - Water: QLC and QLD
    - Natural Gas: QLC and QLD
    - Electric: QLC and QLD
    - Communications: QLC and QLD

    The subsurface utilities were compiled from parol evidence, record drawings, and surficial evidence located during the field survey. The Surveyor has not physically exposed the subsurface utilities, and makes no guarantee that the subsurface utilities depicted hereon comprise all such utilities within the surveyed area, either in service or abandoned. The Surveyor further does not warrant or guarantee that the subsurface utilities are in the exact location depicted, though they have been plotted, in accordance with the standard of care, from information available.

    The contractor is required to utilize the local utility one call system prior to excavation for the purpose of verifying the subsurface utilities in the area.

## Certification

I hereby declare this map to be prepared in accordance with the Code of Practice of the New York State Association of Land Surveyors, adopted October, 1996 and revised through July 18, 1997.

STATE OF NEW YORK · JOHN F. WAGENBLATT · 050547 · LICENSED LAND SURVEYOR

JOHN F. WAGENBLATT, L.S. Lic. No. 050,547

## Deed References

Deed Doc. No.
02-2007-7084

## Total Parcel Area

2.29 Acres

GRAPHIC SCALE
20 0 10 20 40 80
(FEET)
1 inch = 20 ft.

| No. | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 1/28/2022 | REVISED PER COMMENTS |
| 3. | 3/21/2022 | REVISED PER COMMENTS |

Revisions


LRC GROUP
- Land Planning
- Civil Engineering
- Environmental Services
- Land Surveying
- Landscape Architecture

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

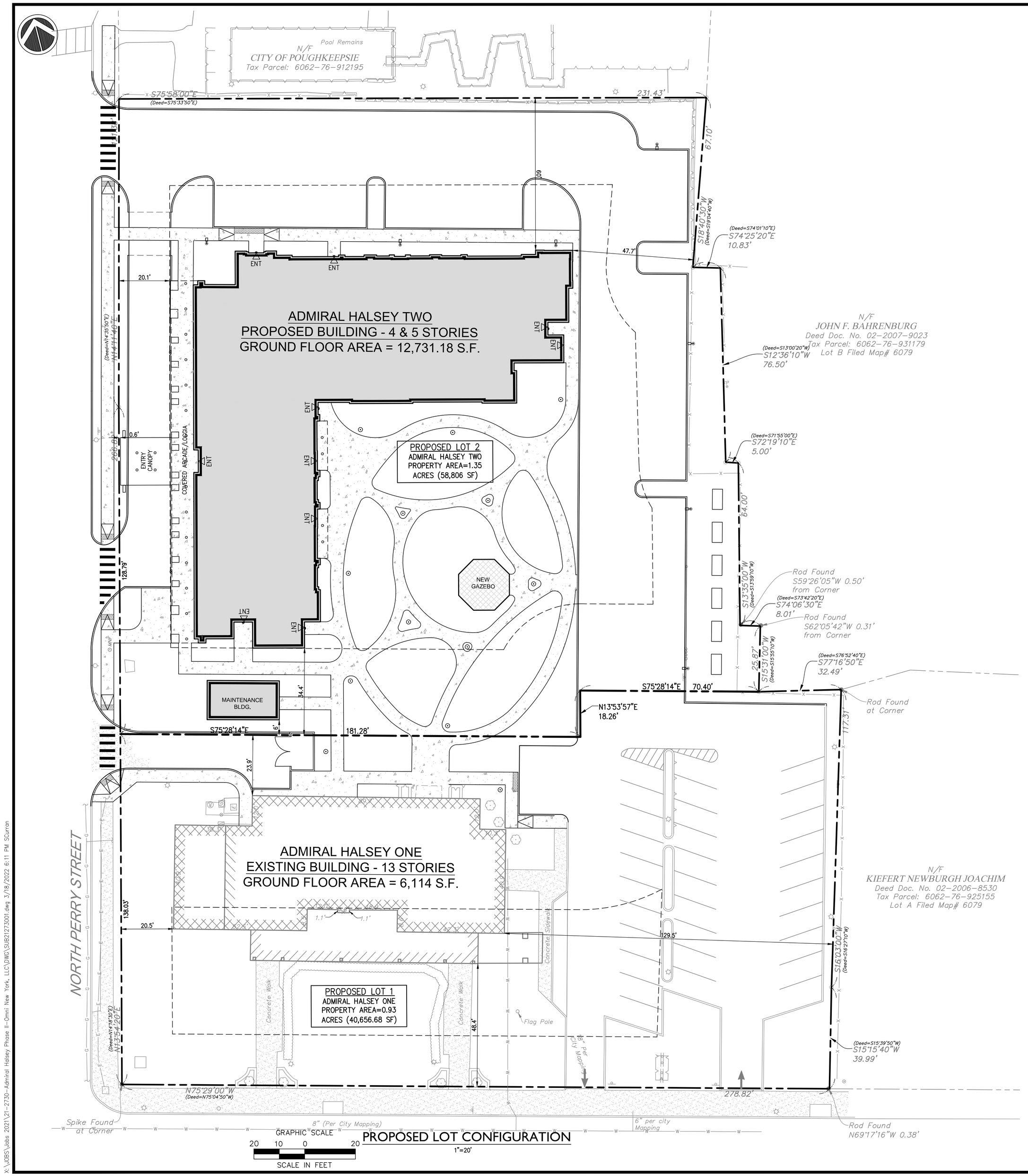

# MAP OF EXISTING CONDITIONS

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

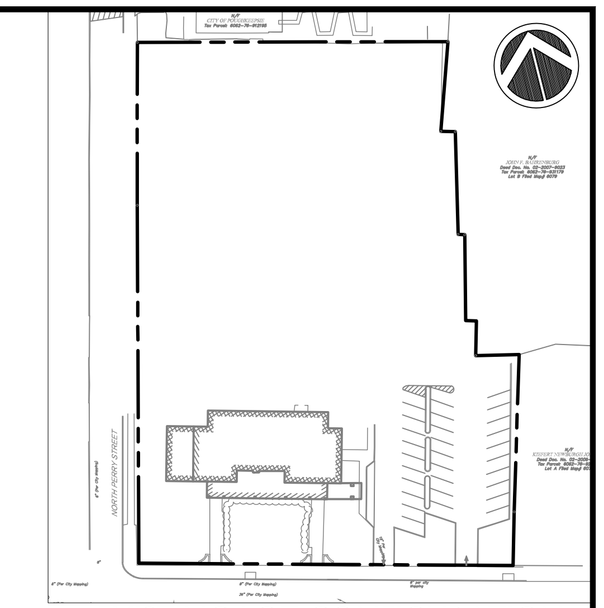
| | | | |
|---|---|---|---|
| Design/Calcs | BS | CAD File | EX21273001.dwg |
| Drawn | FBMC | Project No. | 20-2370 |
| Checked | JRWC | Date | 2021/3/3/2022 |
| Approved | JRWM | Scale | 1"=20' |

Sheet No.
EX-1




PROPOSED LOT CONFIGURATION

1"=20'



EXISTING LOT CONFIGURATION

1"=80'

GRAPHIC SCALE

80 40 0 80

SCALE IN FEET

## LOT AREA CHART

| PROPOSED LOT # | AREA |
|---|---|
| 1 | 40,656.68 SF OR 0.93 AC. |
| 2 | 58,899.04 SF OR 1.35 AC. |
| TOTAL | 99,555.72 SF OR 2.28 AC. |

## DUTCHESS COUNTY DEPARTMENT OF HEALTH NOTE

THIS PLAN DOES NOT CONSTITUTE A REALTY SUBDIVISION AS DEFINED BY ARTICLE XI, TITLE II, SECTION 1115, OF THE PUBLIC HEALTH LAW OF THE STATE OF NEW YORK, AND ARTICLE XI OF THE DUTCHESS COUNTY SANITARY CODE.

PERMISSION IS HEREBY GRANTED FOR THE FILING OF THIS MAP WITH THE CLERK OF DUTCHESS COUNTY. APPROVAL FOR ARRANGEMENTS FOR WATER SUPPLY AND / OR SANITARY DISPOSAL IS NEITHER SOUGHT NOR GRANTED.

AUTHORIZED REPRESENTATIVE OF THE COMMISSIONER OF HEALTH — DATE

## OWNER / APPLICANT CERTIFICATION

THE UNDERSIGNED, OWNER/APPLICANT OF THIS PROPERTY SHOWN HEREON, AND THE APPLICANT, HEREBY CERTIFY THAT WE ARE FAMILIAR WITH THIS MAP, ITS CONTENTS AND DETAILS, AND HEREBY AGREE TO THE TERMS AND CONDITIONS EXPRESSED HEREON, AND TO FILING OF THIS MAP IN THE OFFICE OF THE DUTCHESS COUNTY CLERK.

OWNER/APPLICANT — DATE

ZONING R-6

| # | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions

LRC GROUP
- Land Planning
- Civil Engineering
- Environmental Services
- Land Surveying
- Landscape Architecture

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

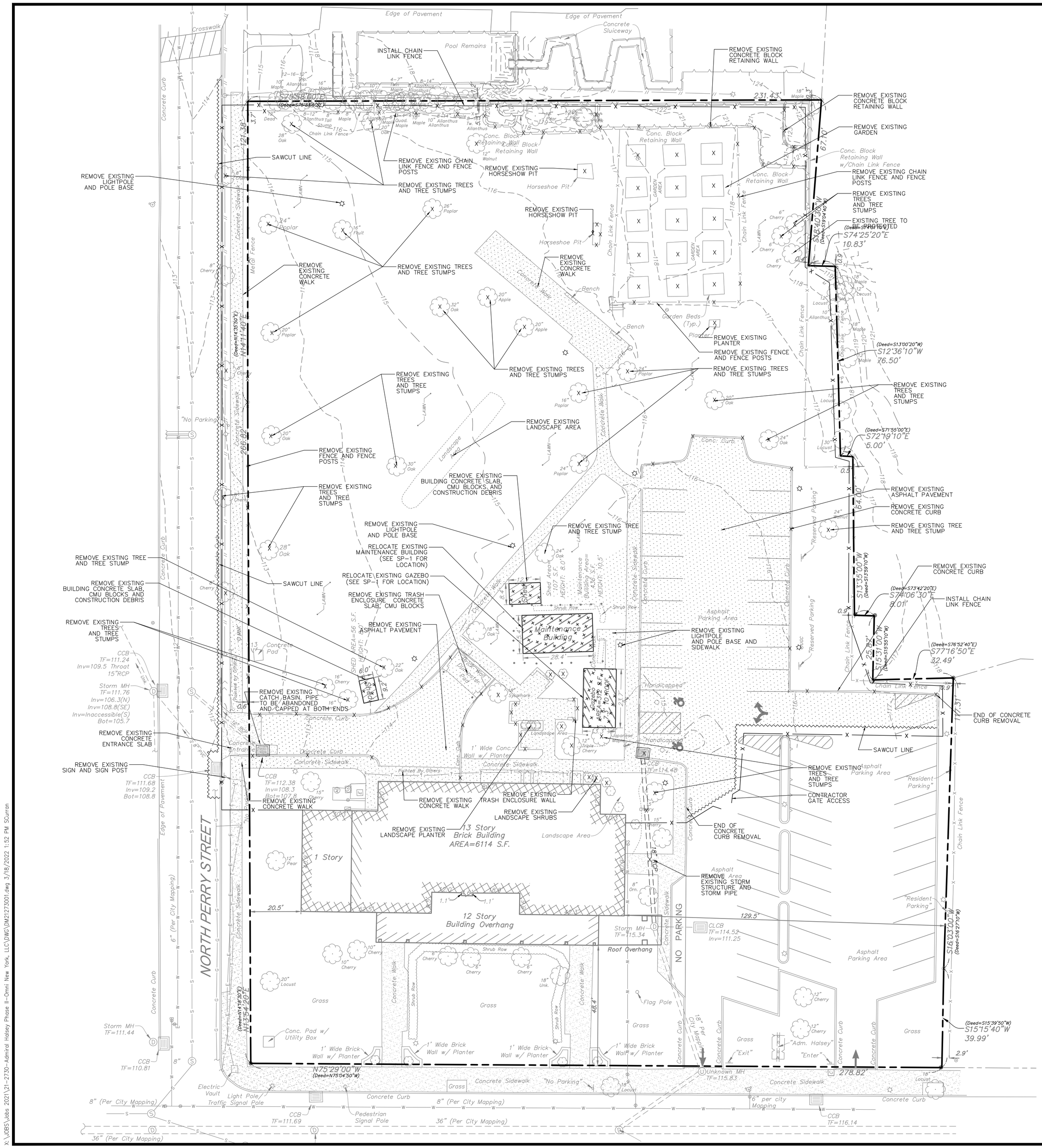
# SUBDIVISION PLAT

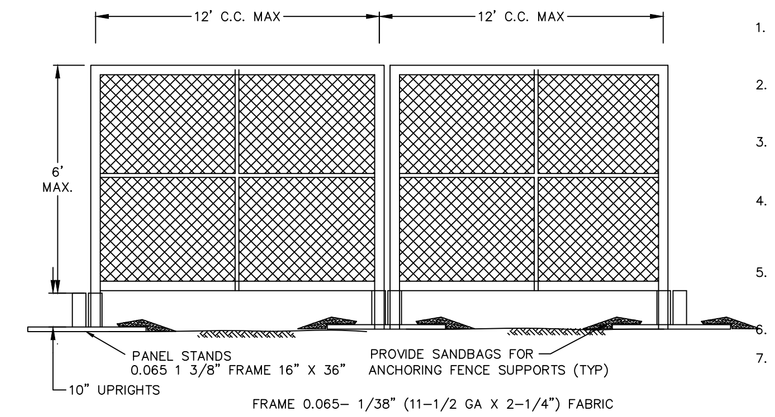
## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | SUB21273001.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20-2370 | SUB-1 |
| Checked | KFC | Date | 2021-06-22 | |
| Approved | REM | Scale | AS NOTED | |

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\SUB21273001.dwg 3/18/2022 6:11 PM SCurran




TEMPORARY CHAIN LINK FENCE

NOT TO SCALE

## DEMOLITION NOTES:

1. CONTRACTOR SHALL NOTIFY "DIG SAFELY NEW YORK" AT 1-800-962-7692 AT LEAST TWO FULL WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK IN ACCORDANCE WITH UFPO CODE RULE 53, 16 NYCRR PART 753.
2. ANY ITEM THAT MAY CONFLICT WITH SITE DEVELOPMENT AND IS NOT IDENTIFIED ON THIS PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND DESIGN ENGINEER AS SOON AS POSSIBLE.
3. ADDITIONAL UNDERGROUND FACILITIES MAY BE PRESENT WITHIN THE LIMITS OF THE PROPOSED WORK. THE CONTRACTOR SHALL CONTACT ANY AND ALL PERSONNEL RESPONSIBLE FOR DETERMINING THE LOCATIONS.
4. PRIOR TO DEMOLISHING ANY BUILDINGS/STRUCTURES, THE CONTRACTOR SHALL PERFORM A PRE-DEMOLITION SURVEY IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS BY THE AUTHORITY HAVING JURISDICTION.
5. CONFORM TO APPLICABLE CODE FOR DEMOLITION OF STRUCTURES, SAFETY OF ADJACENT STRUCTURES, DUST CONTROL, RUNOFF CONTROL, AND HAULING, DISPOSAL AND STORAGE OF DEBRIS.
6. PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES.
7. MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION.
8. WHEN DISTURBED, EXISTING FACILITIES SHALL BE REPAIRED OR REPLACED IN KIND AND IN ACCORDANCE WITH THE REQUIREMENTS OR THE DIRECTION OF THE AUTHORITY HAVING JURISDICTION. ASSOCIATED COSTS SHALL BE BORNE BY THE CONTRACTOR.
9. NOTIFY ADJACENT OWNERS OF WORK THAT MAY AFFECT THEIR PROPERTY, POTENTIAL NOISE, UTILITY OUTAGE, OR DISRUPTION. COORDINATE WITH OWNER.
10. PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING.
11. LOCATE AND IDENTIFY ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA. DISCONNECT AND SEAL OR CAP OFF UTILITY SERVICES THAT WILL BE AFFECTED BY THIS PROJECT. NOTIFY AFFECTED UTILITY COMPANIES BEFORE STARTING WORK AND COMPLY WITH THEIR REQUIREMENTS. VERIFY THAT UTILITIES HAVE BEEN DISCONNECTED AND CAPPED.
12. DEMOLISH AND REMOVE COMPONENTS IN AN ORDERLY AND CAREFUL MANNER.
13. PROTECT EXISTING FEATURES THAT ARE NOT TO BE DEMOLISHED.
14. CONDUCT OPERATIONS WITH MINIMUM INTERFERENCE TO PUBLIC OR PRIVATE ACCESS WAY.
15. MAINTAIN EGRESS AND ACCESS AT ALL TIMES. DO NOT CLOSE OR OBSTRUCT ROADWAYS, OR SIDEWALKS WITHOUT PERMITS.
16. CEASE OPERATIONS IMMEDIATELY IF ADJACENT STRUCTURES APPEAR TO BE IN DANGER. NOTIFY AUTHORITY HAVING JURISDICTION.
17. ROUGH GRADE AND COMPACT AREAS AFFECTED BY DEMOLITION TO MAINTAIN SITE GRADES AND CONTOURS.
18. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED ON DEMOLITION PLAN TO DETERMINE EXTENT OF SELECTIVE DEMOLITION REQUIRED.
19. MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATION.
20. CONDUCT SELECTIVE DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH WORK.
21. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA.
22. USE WATER MIST, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE EXISTING CONSTRUCTION, SUCH AS ICE, FLOODING, OR POLLUTION.
23. REMOVE, TRANSPORT AND REMOVE DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS AND MEET ALL APPROPRIATE DISPOSAL AND TRUCKING LAWS.
24. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF SELECTIVE DEMOLITION.
25. PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT A FACILITY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.
26. NO BLASTING IS PROPOSED FOR THE PROJECT.
27. A MINIMUM OF TEN FEET OF EXISTING PIPE SHALL BE REMOVED AROUND ALL EXISTING MANHOLES, WHERE NEW PIPES ARE PROPOSED TO CONNECT.
28. IF ANY STORM DRYWELLS OR PREVIOUSLY UNIDENTIFIED UNDERGROUND STRUCTURES ARE IDENTIFIED AND EXHIBIT A SEWAGE/SEPTIC ODOR NOTIFY SITE ENGINEER AND TREAT AS SANITARY WASTE FOR DISPOSAL.

## DEMOLITION LEGEND:

| | |
|---|---|
| X X X X X X X | ITEM(S) TO BE REMOVED |
| | BUILDING / STRUCTURE TO BE REMOVED |
| | PAVEMENT / CONCRETE WALK TO BE REMOVED |
| | APPROXIMATE SAWCUT LINE |

GRAPHIC SCALE

20 10 0 20

SCALE IN FEET

STATE OF NEW YORK · ROONEYE MORSHEDIAN · 074194 · LICENSED PROFESSIONAL ENGINEER

| # | Date | Description |
|---|---|---|
| 1. | 11/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions

LRC GROUP
- Land Planning
- Civil Engineering
- Environmental Services
- Land Surveying
- Landscape Architecture

160 West Street, Suite E
Cornwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

# DEMOLITION PLAN

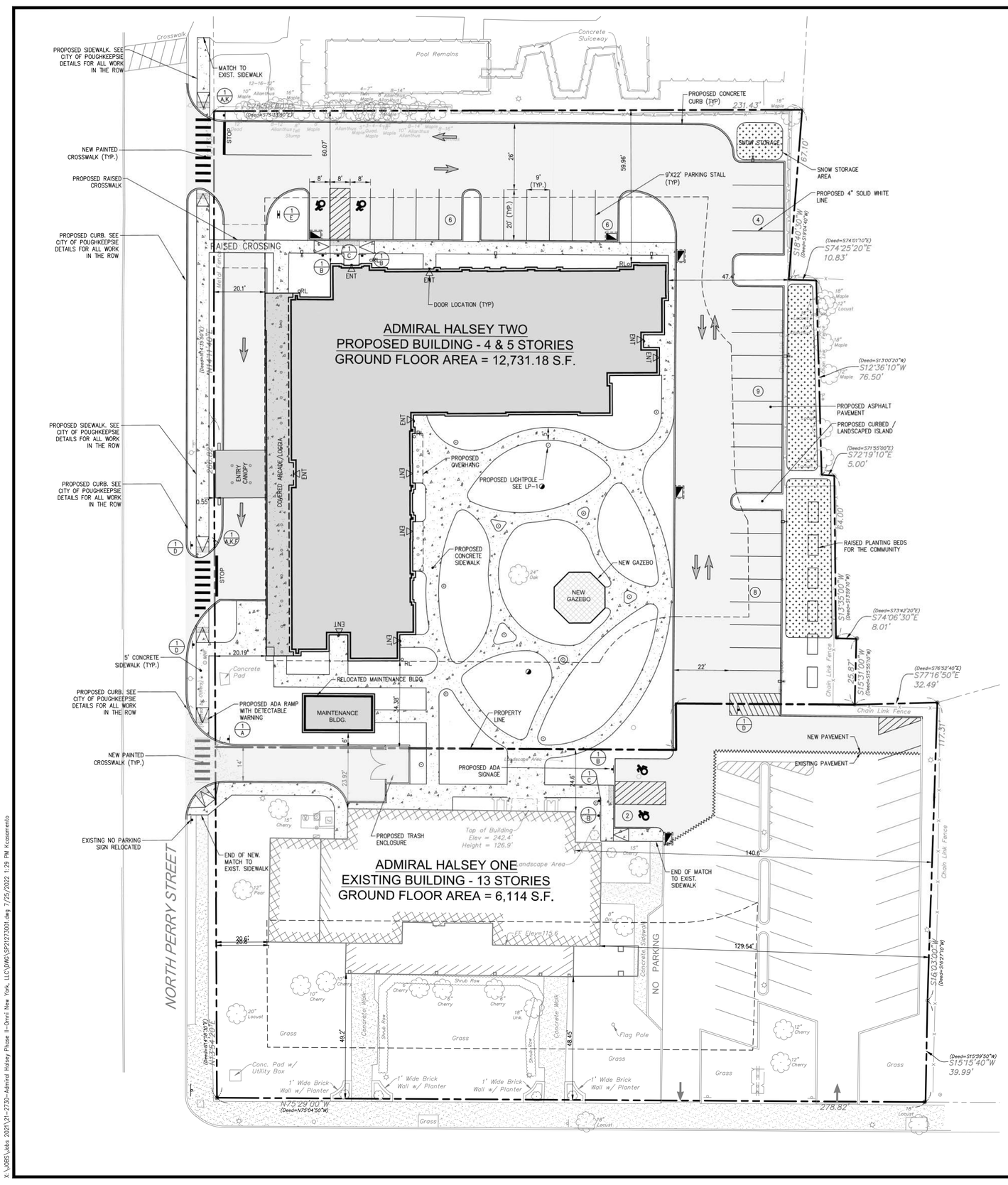
## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | | |
|---|---|---|---|---|---|
| Design/Calcs | BS | CAD File | DM21273001.dwg | Sheet No. | DM-1 |
| Drawn | SMC | Project No. | 20-2370 | | |
| Checked | KFC | Date | 2021-06-22 | | |
| Approved | REM | Scale | 1"=20' | | |



X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\DM21273001.dwg 3/18/2022 1:52 PM SCurran




## ZONING SUMMARY TABLE
## ADMIRAL HALSEY ONE (PROPOSED LOT 1)

| ZONING INFORMATION | | |
|---|---|---|
| ASSESSOR'S LOCATION | 6162-76-911183 | |
| ZONING DISTRICT | R-6 DISTRICT | |

| ITEM | REQUIRED | PROPOSED |
|---|---|---|
| MINIMUM LOT AREA (1) | 2.19 ACRES (95,200 SF) | 0.93 ACRES ** (40,663.84 SF) |
| MINIMUM LOT WIDTH | 100 FT | 278.82 FT |
| MINIMUM FRONTAGE | 100 FT | 278.82 FT |
| BUILDING SETBACKS | | |
| FRONT YARD #1 (MAIN ST) | 20 FT | 48.45 FT |
| FRONT YARD #2 (N. PERRY) | 20 FT | 20.60 FT |
| SIDE YARD | 68.04 FT | 129.54FT |
| REAR YARD | 68.04 FT | 23.92 FT ** |
| MAXIMUM BUILDING HEIGHT (STORIES) | NONE | 13 |
| MAXIMUM LOT COVERAGE (%) | 70% | 19.3% BLDG/ 64.5% IMP. TOTAL |
| MINIMUM USEABLE OPEN SPACE (3) | 0.82 ACRES (35,700 SFT) | 0.36 ACRES ** (16,026 SF) |
| DISTANCE BETWEEN BUILDINGS ON ONE SITE | N/A | N/A |
| PARKING | 66 SPACES | 35 SPACES ** |

(1) MINIMUM LOT AREA CALCULATION:
EXISTING BUILDING

| | | |
|---|---|---|
| STUDIO APARTMENTS | 0x800 SF = | 0 SF |
| 1 BEDROOM APARTMENTS: | 119x800 SF = | 95,200 SF |
| 2 BEDROOM APARTMENT: | 0x1200 SF = | 0 SF |
| TOTAL REQUIRED LOT AREA = | | 95,200 SF (2.19 ACRES) |

(2) REAR AND SIDE YARD SETBACKS ARE CALCULATED BASED ON ONE HALF OF THE BUILDING HEIGHT.

(3) MINIMUM USEABLE OPEN SPACE CALCULATION REQUIREMENT:
EXISTING BUILDING:

| | | |
|---|---|---|
| STUDIO | 0x200 SF = | 0 SF |
| 1 BEDROOM: | 119x300 SF = | 35,700 SF |
| 2 BEDROOM: | 0x400 SF = | 0 SF |
| TOTAL REQUIRED MIN. USEABLE OPEN SPACE = | | 35,700 SF (0.82 ACRES) |

### PARKING CALCULATION

FOR DWELLINGS DESIGNED TO OCCUPIED A LEAST 90% BY PERSONS 62 YEARS OF AGE OR OLDER, 0.5 SPACES PER APARTMENT

EXISTING BUILDING
# OF 1 BEDROOM UNITS = 119 = 119 x 0.5 = 60 SPACES
TOTAL = 60 SPACES REQUIRED

VISITOR: 10% OF 60 SPACES = 6 SPACES

TOTAL SPACES REQUIRED = 66 SPACES

### **REQUIRED VARIANCES

1. SECTION 19-3.17(4)(a) - MINIMUM LOT AREA
   REQUIRED MINIMUM LOT AREA = 2.19 ACRES
   PROVIDED MINIMUM LOT AREA = 0.93 ACRES
   VARIANCE REQUIRED = 1.26 ACRES

2. SECTION 19-3.17(4)(f)(1) - MINIMUM REAR YARD SETBACKS
   REQUIRED REAR YARD SETBACK = 68.04 FT
   PROVIDED REAR YARD SETBACK = 23.92 FT
   VARIANCE REQUIRED =44.12 FT

3. SECTION 19-3.15(4)(i) - REQUIRED OPEN SPACE
   REQUIRED OPEN SPACE = 35,700 SF
   PROVIDED OPEN SPACE = 16,026 SF
   VARIANCE REQUIRED = 19,674 SF

3a. SECTION 19-4.13 ACCESSORY USE FRONT YARD
   OPEN SPACE FRONT YARD = 12,215 SF
   VARIANCE REQUIRED = 12,215 SF

4. SECTION 19-4.3 - OFF-STREET PARKING
   REQUIRED PARKING SPACES = 66 SPACES
   PROVIDED PARKING SPACES = 35 SPACES
   VARIANCE REQUIRED = 31 SPACES

SEE SHEET DN-4 FOR OPEN SPACE PLAN

## ZONING SUMMARY TABLE
## ADMIRAL HALSEY TWO (PROPOSED LOT 2)

| ZONING INFORMATION | | |
|---|---|---|
| ASSESSOR'S LOCATION | MAP XX BLOCK XX LOT XX | |
| ZONING DISTRICT | R-6 DISTRICT | |

| ITEM | REQUIRED | PROPOSED |
|---|---|---|
| MINIMUM LOT AREA (1) | 1.33 ACRES (57,600 SF) | 1.35 ACRES (58,883.43 SF) |
| MINIMUM LOT WIDTH | 100 FT | 250.16 FT |
| MINIMUM FRONTAGE | 100 FT | 250.16 FT |
| BUILDING SETBACKS | | |
| FRONT YARD #1 (N. PERRY) | 20 FT | 0.55 FT (CANOPY NEW BUILDING)** |
| FRONT YARD #2 (N. PERRY) | 20 FT | 20.1 FT (NEW BUILDING) |
| SIDE YARD (2) | 34.18 FT | 59.96 FT |
| SIDE YARD (2) (MAINT. BLDG) | 6 FT | 6 FT |
| REAR YARD (2) | 34.18 FT | 47.4 FT |
| MAXIMUM BUILDING HEIGHT (STORIES) | NONE | 4/5 |
| MAXIMUM LOT COVERAGE (%) | 70% | 24.4% BLDG / 67.4% IMP. |
| MINIMUM USEABLE OPEN SPACE (3) | 0.44 ACRES (19,200 SFT) | 0.46 ACRES (20,154 SF) |
| DISTANCE BETWEEN BUILDINGS ON ONE SITE | N/A | N/A |
| PARKING | 40 SPACES | 33 SPACES |

(1) MINIMUM LOT AREA CALCULATION:
EXISTING BUILDING

| | | |
|---|---|---|
| STUDIO APARTMENTS | 24x800 SF = | 19,200 SF |
| 1 BEDROOM APARTMENTS: | 48x800 SF = | 38,400 SF |
| 2 BEDROOM APARTMENT: | 0x1200 SF = | 0 SF |
| TOTAL REQUIRED LOT AREA = | | 57,600 SF (1.33 ACRES) |

(2) REAR AND SIDE YARD SETBACKS ARE CALCULATED BASED ON ONE HALF OF THE BUILDING HEIGHT.

(3) MINIMUM USEABLE OPEN SPACE CALCULATION REQUIREMENT:
EXISTING BUILDING:

| | | |
|---|---|---|
| STUDIO | 24x200 SF = | 4,800 SF |
| 1 BEDROOM: | 48x300 SF = | 14,400 SF |
| 2 BEDROOM: | 0x400 SF = | 0 SF |
| TOTAL REQUIRED MIN. USEABLE OPEN SPACE = | | 19,200 SF (0.44 ACRES) |

### PARKING CALCULATION

FOR DWELLINGS DESIGNED TO OCCUPIED A LEAST 90% BY PERSONS 62 YEARS OF AGE OR OLDER, 0.5 SPACES PER APARTMENT
PROPOSED BUILDING
# OF STUDIO UNITS = 24 = 24 x 0.5 = 12 SPACES
# OF 1 BEDROOM UNITS = 48 = 48 x 0.5 = 24 SPACES
TOTAL = 36 SPACES REQUIRED
VISITOR: 10% OF 36 SPACES = 3.6 SPACES= 4 SPACES
TOTAL SPACES REQUIRED = 40 SPACES

### **REQUIRED VARIANCES

1. SECTION 19-3.17(4)(e) - MINIMUM FRONT YARD SETBACKS
   REQUIRED FRONT YARD SETBACK = 20 FT
   PROVIDED FRONT YARD SETBACK = 0.55 FT - NEW BUILDING CANOPY
   VARIANCE REQUIRED = 19.45 FT

2. SECTION 19-4.3 - OFF-STREET PARKING
   REQUIRED PARKING SPACES = 40 SPACES
   PROVIDED PARKING SPACES = 33 SPACES
   VARIANCE REQUIRED = 7 SPACES

## SIGN LEGEND

| NO. | LEGEND | QTY. |
|---|---|---|
| A | STOP | 3 |
| B | RESERVED PARKING | 4 |
| C | NO PARKING ANYTIME | 2 |
| D | DO NOT ENTER | 3 |
| E | ONE WAY | 1 |
| F | ONE WAY | 1 |
| K | NO RIGHT TURN | 2 |

| Revisions | | | |
|---|---|---|---|
| 1. | 2/28/2022 | REVISED PER COMMENTS | |
| 2. | 3/22/2022 | REVISED PER COMMENTS | |
| 3. | 7/6/2022 | REVISED PER COMMENTS | |
| 4. | 7/15/2022 | REVISED PER COMMENTS | |
| 5. | 7/25/2022 | REVISED PER COMMENTS | |
| 6. | | | |

LRC GROUP
- Land Planning
- Civil Engineering
- Environmental Services
- Land Surveying
- Landscape Architecture

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 204
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

STATE OF NEW YORK · ROBERT E. MORRISSEY · LICENSED PROFESSIONAL ENGINEER · 074196

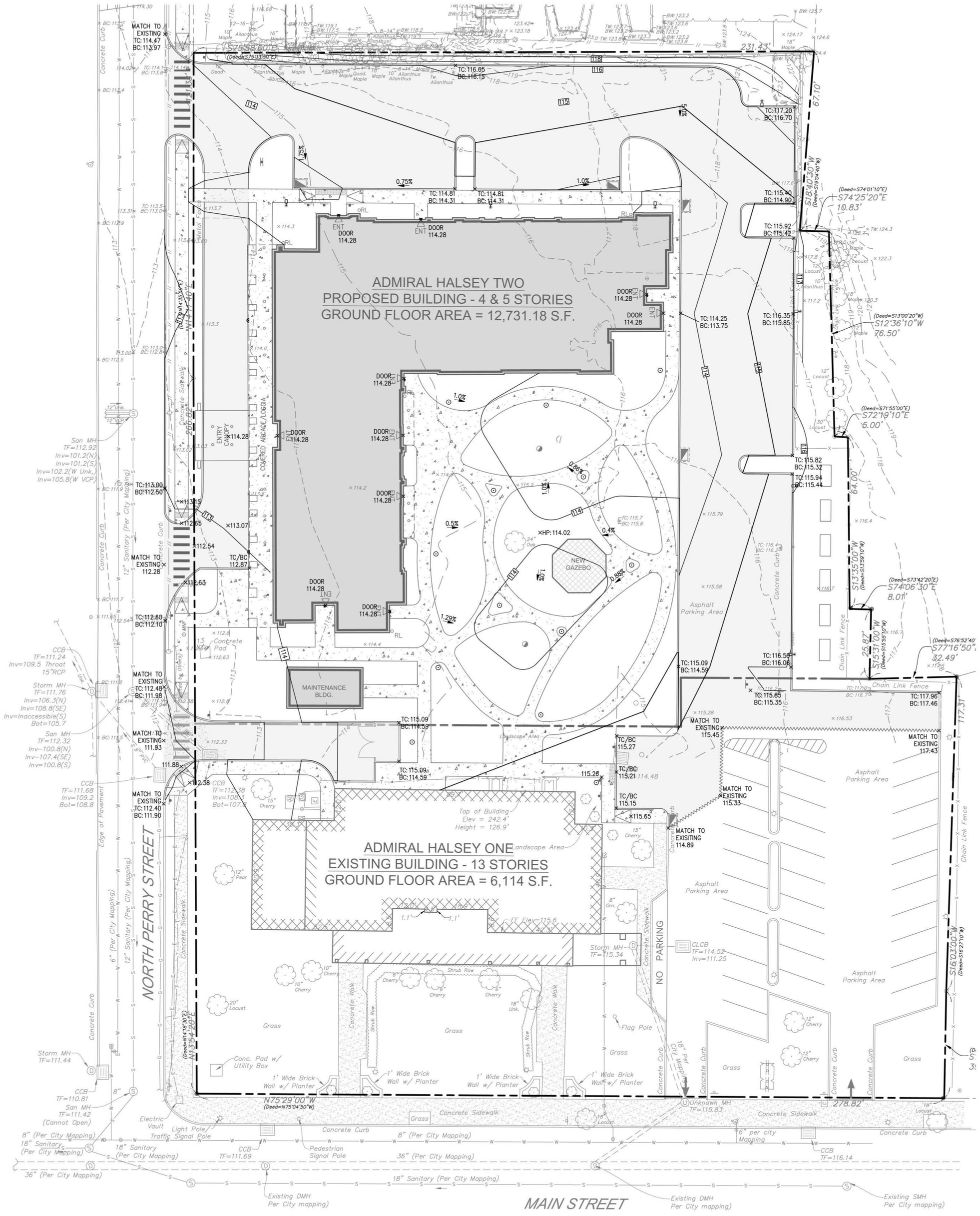
# SITE PLAN

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | SP21273001.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20-2370 | SP-1 |
| Checked | KFC | Date | 2021-06-22 | |
| Approved | REM | Scale | 1"=20' | |

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\SP21273001.dwg 7/25/2022 1:29 PM Kcasamento




## COMPACTION AND BACKFILL NOTES

UNLESS OTHERWISE SPECIFIED OR APPROVED BY THE SITE ENGINEER, ALL SITE SUBGRADE AND BACKFILL FOR ALL STRUCTURES INCLUDING, BUT NOT LIMITED TO, PARKING LOT SUBGRADE, ROAD SUBGRADE, CONCRETE PADS AND SIDEWALKS, WATER LINES AND STRUCTURES, SEWER LINES AND STRUCTURES, STORM LINES AND STRUCTURES, TRASH PADS/ENCLOSURES, AND SITE ELECTRICAL AND CONDUIT, SHALL BE COMPACTED IN ACCORDANCE WITH THE FOLLOWING STANDARD.

METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED MAY 1, 2008, AND ALL ADDENDA THERETO.

## GRADING AND DRAINAGE NOTES

1. ALL EXISTING STRUCTURES NOTED TO BE REMOVED, FENCING, TREES, ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED & DISPOSED OF OFF SITE. ANY BURNING ON SITE SHALL BE SUBJECT TO LOCAL ORDINANCES.
2. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES HAVING UNDERGROUND UTILITIES ON SITE OR IN RIGHT-OF-WAY PRIOR TO EXCAVATION. CONTRACTOR SHALL CONTACT UTILITY LOCATING COMPANY AND LOCATE ALL UTILITIES PRIOR TO GRADING START.
3. SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.

## LEGEND

| | |
|---|---|
| | PROPOSED ASPHALT |
| X 162 | PROPOSED SPOT ELEVATION |
| 162 | PROPOSED MINOR CONTOUR LINE |
| 160 | PROPOSED MAJOR CONTOUR LINE |

GRAPHIC SCALE
20 10 0 20
SCALE IN FEET

STATE OF NEW YORK
RODNEY E. MORRISON
074154
LICENSED PROFESSIONAL ENGINEER

| # | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions

LRC GROUP
- Land Planning
- Civil Engineering
- Environmental Services
- Land Surveying
- Landscape Architecture

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

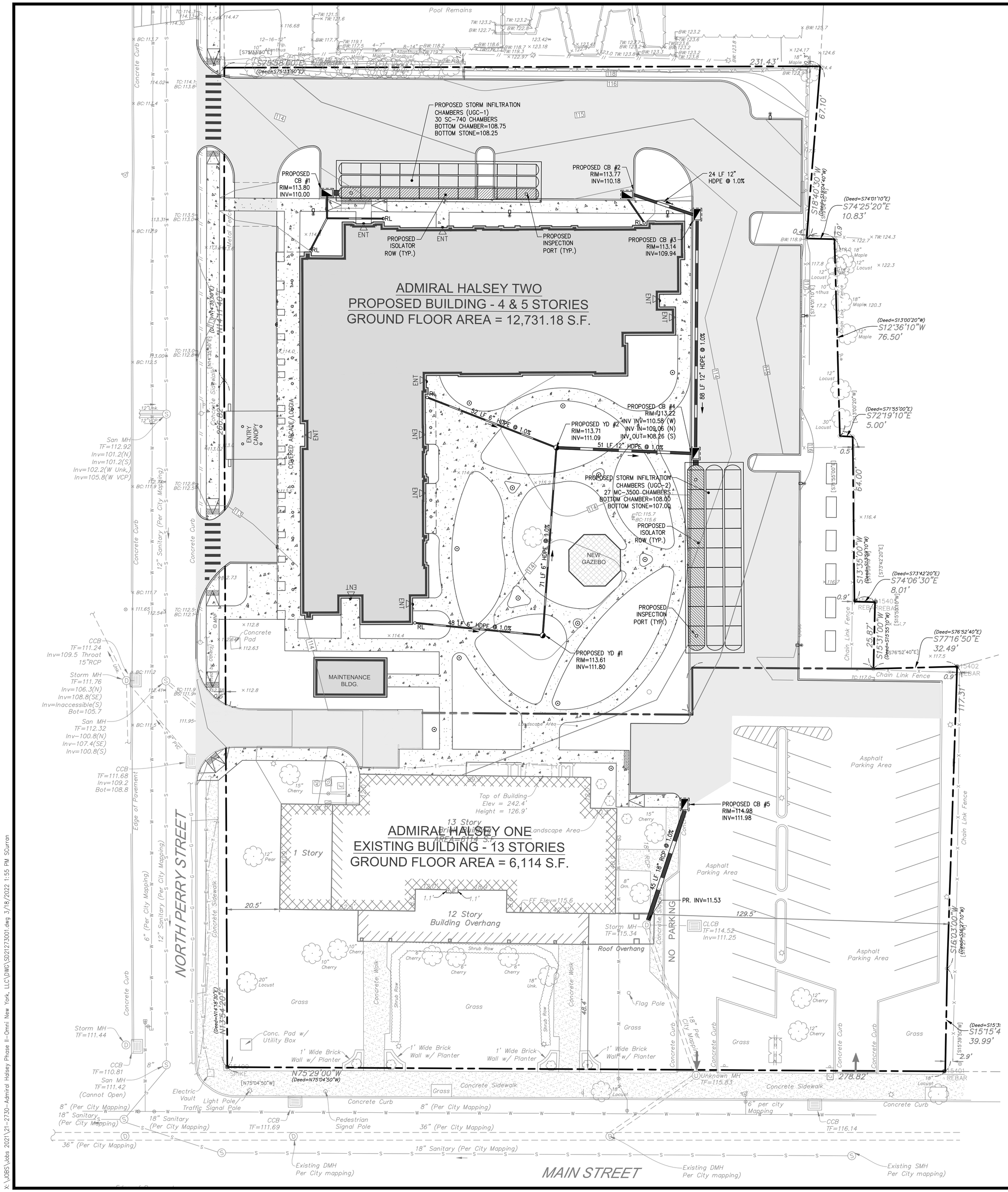
# SITE GRADING PLAN

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | SG21273001.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20-2370 | SG-1 |
| Checked | KFC | Date | 2021-06-22 | |
| Approved | REM | Scale | 1"=20' | |

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\SG21273001.dwg 3/18/2022 1:54 PM SCurran




| # | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions

LRC GROUP

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

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

STATE OF NEW YORK · RODNEY E. MORRISON · 074195 · LICENSED PROFESSIONAL ENGINEER

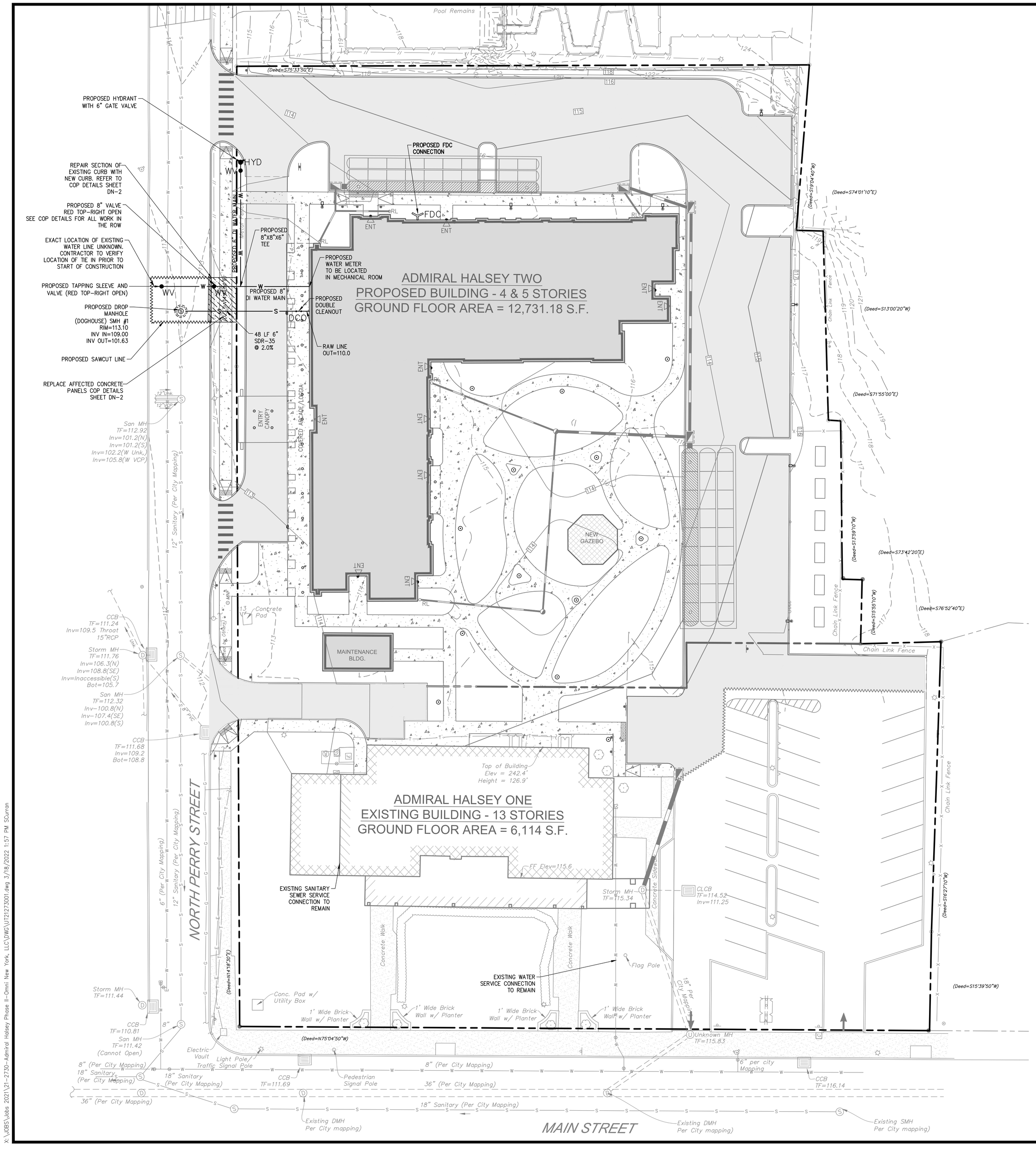
# SITE DRAINAGE PLAN

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | SD21273001.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20-2370 | SD-1 |
| Checked | KFC | Date | 2021-06-22 | |
| Approved | REM | Scale | 1"=20' | |

K:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\SD21273001.dwg 3/18/2022 1:55 PM SGurran




## LEGEND

| | |
|---|---|
| ——— S ——— | PROPOSED SANITARY SERVICE |
| ——— W ——— | PROPOSED WATER SERVICE |
| ○ ○ DCO | PROPOSED DOUBLE SANITARY CLEANOUT |
| ○WV | PROPOSED WATER SHUT OFF VALVE |
| | PROPOSED SANITARY MANHOLE |
| | PROPOSED SAWCUT LINE |

## CONTRACTOR NOTES

1. BACKFLOW PREVENTION IS REQUIRED FOR BOTH THE FIRE AND DOMESTIC WATER SERVICE CONNECTIONS.
2. TAPPING SLEEVE VALVE AND CURB VALVE IN THE STREET ARE TO BE RIGHT OPEN PER CITY OF POUGHKEEPSIE DPW REQUIREMENTS.

SEE NS-1 FOR WATER / SEWER NOTES

GRAPHIC SCALE
20 10 0 20
SCALE IN FEET

STATE OF NEW YORK
RODNEY E. MORRISON
LICENSED PROFESSIONAL ENGINEER
071419

| # | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions


LRC GROUP
- Land Planning
- Civil Engineering
- Environmental Services
- Land Surveying
- Landscape Architecture

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

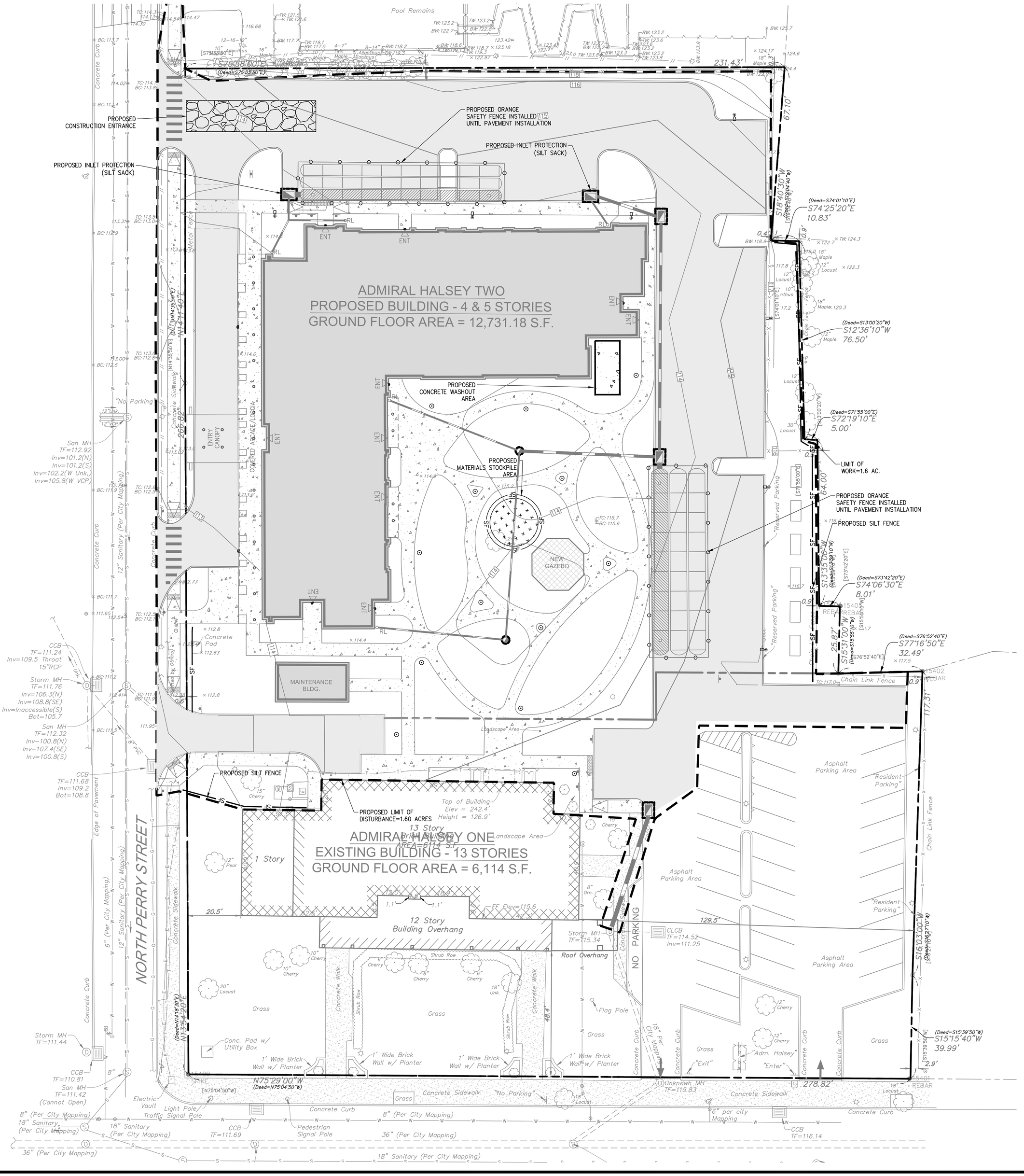

# UTILITIES PLAN

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | UT21273001.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20-2370 | UT-1 |
| Checked | KFC | Date | 2021-06-22 | |
| Approved | REM | Scale | 1"=20' | |

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\UT21273001.dwg 3/18/2022 1:57 PM SCurron




# CITY OF POUGHKEEPSIE EROSION AND SILTATION CONTROL NOTES

1. All unvegetated areas in excess of 10%, per direction of the Engineer, shall have temporary seeding of fast germinating rye, 10 to 15 #'s per 1,000 sq. ft.
2. Graded areas – upper elevations: Provide temporary drainage swales, 1% grade min., to direct runoff away from construction sites. Discharge areas to be acceptable to the Engineer.
3. Graded areas – lower elevations: Provide drainage swales, 1% min. grades, with staked and secured hay bale siltation. Location of hay bales and discharge areas per approval of Engineer.
4. Permanent seeded areas for erosion control: Mixture of perennial rye and blue and red fescue grasses (50/50), 15 to 25 #'s per 1,000 sq. ft., mulching at 5#'s per 1,000 sq. ft., fertilizer – 5.10.5 at 5#'s per 1,000 sq. ft. (if determined necessary by Engineer), with pegging and netting for grades in excess of 15%.
5. All permanent drainage interceptor swales to be seeded per Item 4 also.
6. All erosion control shall be in accordance with the latest "Urban Erosion and Sediment Control Guidebook" of the Dutchess County Soil and Water Conservation District.
7. All areas shall be seeded and mulched as soon as possible.
8. Grade as needed and feasible to permit the use of conventional equipment for seed bed preparation, seeding and mulch application.
9. Scarify all compacted soils prior to applying topsoil.
10. Apply topsoil per Standard #6 Table 6.1 of the Soil Erosion Control Guide Book.
11. Seed mix shall be as follows:
    Ky. Blue grass 20 lbs/ac.
    Creeping Red Fescue 40 lbs/ac.

# LEGEND

| | |
|---|---|
| —— SF —— | PROPOSED SILT FENCE |
| CE | PROPOSED CONSTRUCTION ENTRANCE |
| [ ] | PROPOSED INLET PROTECTION (SILT SACKS) |
| | PROPOSED SOIL MATERIALS STOCKPILE AREA WITH SILT FENCE IN LANDSCAPED AREAS. STOCKPILE IN ASPHALT AREAS SHALL HAVE A TARP COVERING AND MUST BE ANCHORED PROPERLY TO NOT LET SEDIMENT ESCAPE. |

# EROSION AND SEDIMENT CONTROL PLAN

1. LAND DISTURBANCE WILL BE KEPT TO A MINIMUM; RESTABILIZATION WILL BE SCHEDULED AS SOON AS PRACTICABLE.

2. SILTATION FENCE WILL BE INSTALLED AT ALL CULVERT OUTLETS AND ALONG THE TOE OF ALL CRITICAL CUT AND FILL SLOPES.

3. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE NEW YORK STATE EROSION & SEDIMENT CONTROL "BLUE BOOK" 2005.

4. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO CONSTRUCTION WHENEVER POSSIBLE.

5. ALL CONTROL MEASURES SHALL BE MAINTAINED IN EFFECTIVE CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.

6. ADDITIONAL CONTROL MEASURES SHALL BE INSTALLED DURING THE CONSTRUCTION PERIOD, IF NECESSARY OR REQUIRED.

7. SEDIMENT REMOVED FROM CONTROL STRUCTURES WILL BE DISPOSED OF IN A MANNER WHICH IS CONSISTENT WITH THE INTENT OF THE PLAN.

8. DUST CONTROL AND ANTI–TRACKING MAINTENANCE TO BE ADDRESSED AND RESOLVED ON A DAILY BASIS.

# INSTALLATION OF SEDIMENTATION AND EROSION CONTROL MEASURES

I. SILTATION FENCE

A. DIG A SIX INCH TRENCH ON THE UPHILL SIDE OF THE DESIGNATED FENCE LINE LOCATION.

B. POSITION THE POST AT THE BACK OF THE TRENCH (DOWNHILL SIDE), AND HAMMER THE POST AT LEAST 2.0 FEET INTO THE GROUND.

C. LAY THE BOTTOM SIX INCHES OF THE FABRIC INTO THE TRENCH TO PREVENT UNDERMINING BY STORM WATER RUN–OFF.

D. BACKFILL THE TRENCH AND COMPACT.

# OPERATION AND MAINTENANCE OF SEDIMENTATION AND EROSION CONTROL MEASURES

I. SILTATION FENCE

ALL SILTATION FENCES SHALL BE INSPECTED ONCE EVERY SEVEN DAYS. ALL DETERIORATED FABRIC AND DAMAGED POSTS SHALL BE REPLACED AND PROPERLY REPOSITIONED IN ACCORDANCE WITH THIS PLAN.

SEDIMENT DEPOSITS SHALL BE REMOVED FROM BEHIND THE FENCE WHEN THEY EXCEED A HEIGHT OF ONE FOOT.

II. INLET PROTECTION

ALL INLET PROTECTION DEVICES SHALL BE INSPECTED DAILY BY THE QUALIFIED INSPECTOR TO ENSURE THAT SEDIMENT IS NOT ENTERING ANY STORM DRAIN INLETS. PROTECTION DEVICES ARE TO BE REPAIRED AND/OR REPLACED IF NOT FUNCTIONING AS DESIGNED.

# TEMPORARY VEGETATIVE STABILIZATION

1. ESTABLISHMENT OF TEMPORARY STANDS OF GRASS BY SEEDING AND MULCHING EXPOSED SOILS THAT WILL BE EXPOSED. SEED BARE SOIL WITHIN SEVEN (7) DAYS OF EXPOSURE, UNLESS CONSTRUCTION WILL BEGIN WITHIN FOURTEEN (14) DAYS. IF CONSTRUCTION IS SUSPENDED, OR SECTIONS COMPLETED, AREAS SHOULD BE SEEDED DOWN OR MULCHED DOWN IMMEDIATELY. THIS WILL TEMPORARILY STABILIZE THE SOIL WITH A VEGETATIVE COVER THAT WILL PREVENT DAMAGE FROM WIND AND WATER EROSION AND SEDIMENTATION.

2. INSTALLATION: FERTILIZING, SEEDING, AND MULCHING WILL BE USED AS A TEMPORARY E&S CONTROL MEASURE ON ALL NON–PAVED DISTURBED AREAS. EXPOSED SOILS NOT SUBJECT TO CONSTRUCTION TRAFFIC SHALL BE SEEDED OR COVERED BY MULCH WITHIN 7 DAYS, INCLUDING STOCKPILED SOIL MATERIALS. WITH REGARD TO THE TEMPORARY SEED MIX, REFER TO THE SEEDING MIXTURE TABLE PROVIDED ON THE E&S CONTROL PLAN DETAIL SHEET.

3. OPERATIONS AND MAINTENANCE: INSPECT SEEDED AREA AT LEAST ONCE A WEEK FOR SEED AND MULCH MOVEMENT AND RILL EROSION. WHERE SEED HAS MOVED OR WHERE SOIL EROSION HAS OCCURRED, DETERMINE CAUSE OF THE FAILURE. BIRD FEEDING MAY BE A PROBLEM IF MULCH WAS APPLIED TOO THINLY TO PROTECT SEED. RE–SEED AND RE–MULCH. IF MOVEMENT WAS A RESULT OF WIND, REPAIR EROSION DAMAGE, REAPPLY SEED, MULCH AND APPLY MULCH ANCHORING. IF FAILURE WAS CAUSED BY CONCENTRATED RUNOFF, INSTALL ADDITIONAL MEASURES TO CONTROL WATER AND SEDIMENT MOVEMENT, REPAIR EROSION DAMAGE, RE–SEED AND RE–APPLY MULCH WITH ANCHORING OR USE EROSION CONTROL BLANKET.

# SEEDING AND MULCHING

ANY DISTURBED AREAS THAT WILL BE LEFT EXPOSED FOR MORE THAN 7 DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC, SHALL IMMEDIATELY RECEIVE SEEDING AND MULCHING. DISTURBED AREAS SHALL BE LIMITED AND BE COVERED WITH A LAYER OF TOPSOIL PRIOR TO SEEDING. SEEDING WILL BE INSPECTED FOR BARE SPOTS, WASH OUTS, AND HEALTHY GROWTH. IF REQUIRED ADDITIONAL SEEDING SHALL BE PERFORMED. THE SEED MIX SPECIFIED FOR THIS SITE IS FROM THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, TABLE 3.2 (SITE CHOICE 1B) WHICH IS AS FOLLOWS:

| | Pure Live Seed Values | |
|---|---|---|
| SPECIES (% by weight) | lbs/1000SF | lbs/acre |
| 15% fine fescue | 2.0 – 2.6 | 85 – 114 |
| 20% perrenial ryegrass | 0.6 – 0.8 | 26 – 35 |
| 65% kentucky bluegrass blend | 0.4 – 1.6 | 19 – 26 |
| | 3.0 – 4.0 | 130 – 175 |

GRAPHIC SCALE
20 10 0 20
SCALE IN FEET

STATE OF NEW YORK
RODNEY E. MORRISON
LICENSED PROFESSIONAL ENGINEER
074195

| No. | Date | Description |
|---|---|---|
| 1 | 12/21/2021 | REVISED PER COMMENTS |
| 2 | 2/28/2022 | REVISED PER COMMENTS |
| 3 | 3/22/2022 | REVISED PER COMMENTS |

Revisions


LRC GROUP
- Land Planning
- Civil Engineering
- Environmental Services
- Land Surveying
- Landscape Architecture

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

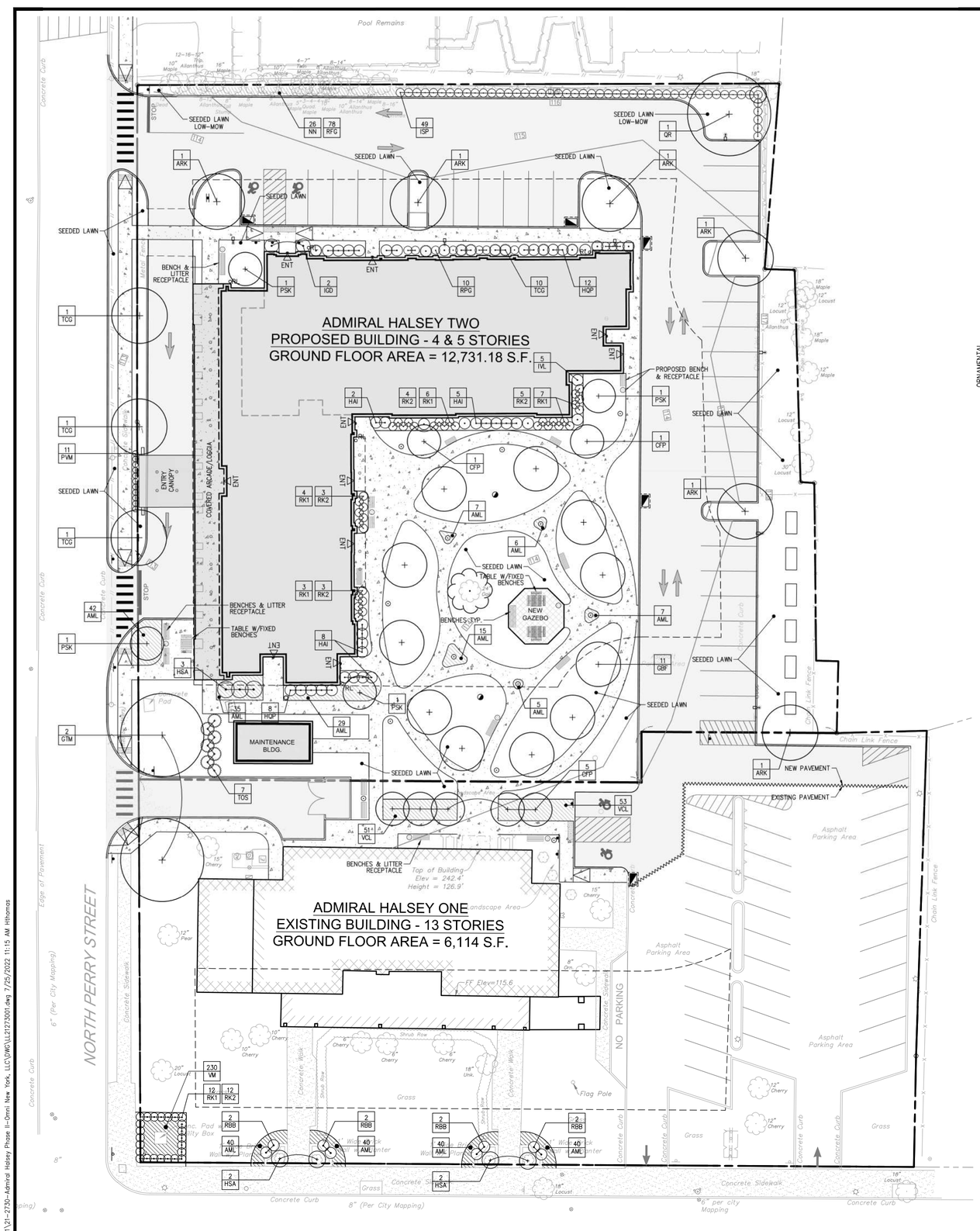
LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.


# EROSION AND SEDIMENTATION CONTROL PLAN

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | EC21273001.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20–2370 | EC-1 |
| Checked | KFC | Date | 2021–06–22 | |
| Approved | REM | Scale | 1"=20' | |




## PLANT LIST:

| | CODE | QTY. | BOTANICAL NAME | COMMON NAME | ROOT | SIZE INSTALLED | SIZE MATURE | COMMENTS |
|---|---|---|---|---|---|---|---|---|
| TREES: | ARK | 6 | ACER RUBRUM 'KARPICK' | KARPICK RED MAPLE | B&B | 2.5–3" cal. | 20x40' ht. | Narrow Pyramidal Crown |
| | CFP | 7 | CORNUS FLORIDA 'CHEROKEE PRINCESSS' | CHEROKEE PRINCESS DOGWOOD | B&B | 2–2.5" cal. | 20–25' ht. | White |
| | GBF | 11 | GINKGO BILOBA 'FASTIGIATA' | GINKGO TREE | B&B | 3–3.5" cal. | 40' ht. | Matched Form |
| | GTM | 2 | GLEDITSIA T. INERMIS 'SHADEMASTER' | SHADEMASTER HONEYLOCUST | B&B | 3–3.5" cal. | 60' ht. | |
| | PSK | 4 | PRUNUS SERRULATA 'KWANZAN' | KWANZAN CHERRY | B&B | 2–2.5" cal. | 20x30' ht. | |
| | QR | 1 | QUERCUS RUBRA | NORTHERN RED OAK | B&B | 2.5–3" cal. | 75' ht. | |
| | TCG | 3 | TILIA CORDATA 'GREENSPIRE' | GREENSPIRE LINDEN | B&B | 3–3.5" cal. | 40' ht. | |
| | TOS | 7 | THUJA OCCIDENTALIS 'SMARAGD' | EMERALD AMERICAN ARBORVITAE | B&B | 7–8' HT. | 5'x15' | |
| SHRUBS: | AML | 306 | ARONIA MEL. LOW SCAPE MOUND | LOW SCAPE MOUND CHOKEBERRY | CONT. | #1 | 12–24" ht. | 2' o.c. |
| | HAI | 15 | HYD. ARBORESCENS INVINCIBLE SPIRIT II | SMOOTH HYDRANGEA | CONT. | 24–30" ht. | 3–4' ht. | Pink |
| | HQP | 17 | HYDRANGEA QUERCIFOLIA 'PEEWEE' | PEE WEE OAKLEAF HYDRANGEA | CONT. | 24–30" ht. | 3–5' ht. | White; Burgundy fall |
| | HSA | 7 | HIBISCUS SYRIACUS 'ARDENS' | ROSE OF SHARON | B&B | 36–42" ht. | 8–10' ht. | Double Rosy Purple |
| | IGD | 2 | ILEX GLABRA 'DENSA' | INKBERRY | CONT. | 24–30" ht. | 6–8' ht. | |
| | ISP | 49 | ILEX CRENATA 'SKY PENCIL' | SKY PENCIL JAPANESE HOLLY | CONT. | #5 | 8–10' ht. | Tall and Narrow |
| | IVL | 5 | ITEA VIRGINICA 'LITTLE HENRY' | LITTLE HENRY SWEETSPIRE | CONT. | 24" ht. min. | 3–6' ht. | |
| | RK1 | 32 | ROSA 'RADRAZZ' | KNOCK OUT ROSE | CONT. | 24" ht. min. | 3–4' ht. | 30" o.c.; Red |
| | RK2 | 27 | ROSA 'RADCOR' | RAINBOW KNOCK OUT ROSE | CONT. | 24" ht. min. | 3–4' ht. | 30" o.c.; Pink |
| | RBB | 8 | RHODODENDRON 'BLUE BARON' | BLUE BARON RHODODENDRON | CONT. | 24" ht. min. | 3–4' ht. | Blue–Lav |
| | RPG | 10 | RHODODENDRON 'PURPLE GEM' | PURPLE GEM RHODODENDRON | CONT. | 18–24" ht. | 3' x 3' | |
| | TCG | 10 | TAXUS CUSPIDATA 'GREENWAVE' | GREENWAVE JAPANESE YEW | CONT. | 24–30" ht. | 3'x4' | |
| | VCL | 104 | VIBURNUM CASSINOIDES 'LIL DITTY' | LIL DITTY WITHEROD VIBURNUM | CONT. | 15" min.ht. | 12–24" ht. | |
| ORNAMENTAL GRASSES/PERENNIALS: | NN | 26 | NIPPONANTHEMUM NIPPONICUM | MONTAUK DAISY | CONT. | #2 (2 Gal.) | 30–36" ht. | |
| | PVM | 11 | PANICUM VIRGATUM 'HEAVY METAL' | HEAVY METAL SWITCHGRASS | POT | #2 | 3–4' ht. | 2' o.c.; Blue Green Blades |
| | RFG | 78 | RUDBECKIA FUL. var. SULL. 'GOLDSTURM' | GOLDSTURM Black Eyed Susan | CONT. | #SP4 | 30–36" ht. | 24" o.c.; Gold; June–Sept |
| | VM | 230 | VINCA MINOR | PERIWINKLE | POT | SP–3/Pint | | Plant at 9" o.c. |

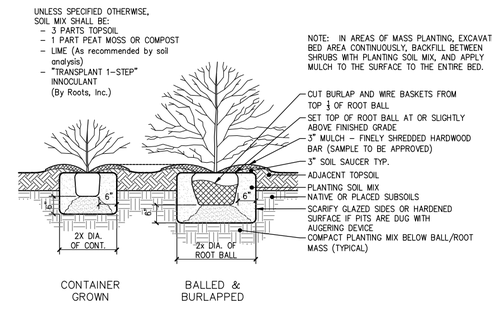
## PLANTING NOTES:

1. THE LANDSCAPE PLAN AND RELATED DETAILS ARE FOR LANDSCAPING INFORMATION ONLY. PLEASE REFER TO THE SITE, GRADING & EROSION CONTROL PLANS FOR ALL OTHER INFORMATION.
2. THE CONTRACTOR SHALL GUARANTEE THAT ALL PLANTS, TREES, AND SHRUBS SHALL BE HEALTHY AND FREE OF DISEASE FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION AND ACCEPTANCE BY OWNER OR LANDSCAPE ARCHITECT. CONTRACTOR SHALL REPLACE ANY DEAD OR UNHEALTHY PLANTS AT CONTRACTOR'S EXPENSE. PLANT MATERIAL REPLACEMENTS SHALL BE GUARANTEED FOR ONE FULL YEAR FROM DATE OF REPLACEMENT. FINAL ACCEPTANCE SHALL BE MADE IF ALL PLANTS MEET THE GUARANTEE REQUIREMENTS INCLUDING MAINTENANCE. MAINTENANCE RESPONSIBILITIES INCLUDE CULTIVATING, SPRAYING, WEEDING, WATERING, TIGHTENING GUYS, PRUNING, FERTILIZING, MULCHING, AND ANY OTHER OPERATIONS NECESSARY TO MAINTAIN PLANT VIABILITY. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER PLANTING AND CONTINUE UNTIL THE END OF THE ONE YEAR GUARANTEE PERIOD.
3. THE CONTRACTOR SHALL SUPPLY ALL LABOR, PLANTS, AND MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE WORK SHOWN ON THE DRAWINGS AND LISTED IN THE PLANT SCHEDULE. IN THE EVENT OF A DISCREPANCY BETWEEN QUANTITIES SHOWN IN THE PLANT SCHEDULE AND THOSE REQUIRED BY THE DRAWINGS, THE LARGER SHALL APPLY.
4. ALL SHRUB MASSINGS SHALL BE MULCHED TO A DEPTH OF 4" WITH SHREDDED HARDWOOD BARK MULCH.
5. NO PLANT SHALL BE PLACED IN THE GROUND BEFORE ROUGH GRADING HAS BEEN COMPLETED AND APPROVED BY ENGINEER. STAKING THE LOCATION OF ALL TREES AND SHRUBS SHALL BE COMPLETED PRIOR TO PLANTING FOR APPROVAL BY THE OWNER OR LANDSCAPE ARCHITECT. STAKING OF THE INSTALLED TREE MUST BE COMPLETED THE SAME DAY AS IT IS INSTALLED. ALL TREES SHALL BE STAKED OR GUYED PER DETAIL. SEE THIS SHEET FOR PLANTING DETAILS.
6. COORDINATE PLANT MATERIAL LOCATIONS WITH SITE UTILITIES. SEE SITE LAYOUT, GRADING AND UTILITY DRAWINGS FOR STORM, SANITARY AND WATER LINES. SEE LIGHTING PLAN FOR ELECTRICAL AND LIGHTING LAYOUT AND DETAILS. UTILITY LOCATIONS ARE APPROXIMATE. EXERCISE CARE WHEN DIGGING IN AREAS OF POTENTIAL CONFLICT WITH UNDERGROUND OR OVERHEAD UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE DUE TO CONTRACTOR'S NEGLIGENCE AND SHALL REPLACE OR REPAIR ANY DAMAGE AT CONTRACTOR'S EXPENSE.
7. LANDSCAPE PLANTING PITS MUST BE FREE DRAINING. PAVEMENT, COMPACTED SUBGRADE, AND BLASTED ROCK SHALL BE REMOVED FROM WITHIN TRAFFIC ISLANDS TO BE LANDSCAPED TO A DEPTH OF 2' OR TO A GREATER DEPTH IF REQUIRED BY PLANTING DETAILS OR SPECIFICATIONS. REPLACE SOIL WITHIN ISLANDS WITH MODERATELY COMPACTED LOAM OR SANDY LOAM FREE FROM STONES AND RUBBISH 1" OR GREATER IN DIAMETER AND ANY OTHER MATERIAL HARMFUL TO PLANT GROWTH AND DEVELOPMENT. PLANTING INSTALLATION WITHIN ISLANDS SHALL BE AS DETAILED AND CONTAIN PLANTING MIX AS SPECIFIED.
8. TIME OF PLANTING: NEW PLANT MATERIALS SHALL BE INSTALLED BETWEEN APRIL 1 AND JUNE 1, OR AFTER SEPTEMBER 15TH AND NO LATER THAN OCTOBER 31ST.
9. PLANTING SOIL MIXTURE FOR TREES AND SHRUBS:
   - 1 PART PEAT MOSS
   - 3 PARTS TOPSOIL
   - FERTILIZER/LIME (APPLY AS RECOMMENDED BY SOIL ANALYSIS)
   - MYCORHIZA INOCULANT – "TRANSPLANT 1–STEP" AS MANUFACTURED BY ROOTS, INC. OR APPROVED EQUAL.
     USE PER MANUFACTURER'S RECOMMENDATIONS FOR TREES AND SHRUBS.
10. TOPSOIL SHALL BE INSTALLED AT A MINIMUM DEPTH OF 6" IN LAWN AREAS. CONTRACTOR SHALL SUBMIT TOPSOIL TO A CERTIFIED TESTING LABORATORY TO DETERMINE pH, FERTILITY, ORGANIC CONTENT AND MECHANICAL COMPOSITION. THE CONTRACTOR SHALL SUBMIT THE TEST RESULTS FROM REGIONAL EXTENSION OFFICE OF USDA TO THE OWNER OR LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL. CONTRACTOR SHALL INCORPORATE AMENDMENTS FOR GOOD PLANT GROWTH AND PROPER SOIL ACIDITY RECOMMENDED FROM THE TOPSOIL TEST.
11. LAWN SEEDING MIXTURE (LOW–MOW):

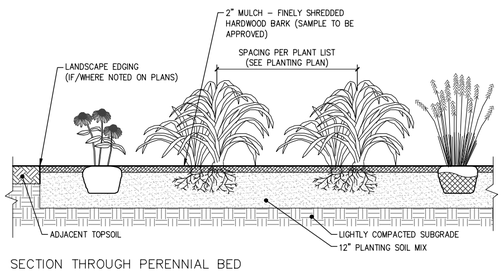
    15% KENTUCKY BLUEGRASS (POA PRATENSIS – SINGLE VARIETY)
    15% PERENNIAL RYEGRASS (LOLIUM PERENNE)
    30% CREEPING RED FESCUE (FESTUCA RUBRA)
    25% CHEWINGS FESCUE (FESCTUCA RUBRA "JAMESTOWN II")
    15% HARD FESCUE (FESTUCA OVINA "RELIANT II")

    SEEDING RATE: 4.5 LBS PER 1,000 S.F. (ADD 10% TO QUANTITY IF HYDROSEEDED).

    SEEDING DATES: AUGUST 15 – OCTOBER 1 AND APRIL 15 – JUNE 15 UNLESS OTHERWISE APPROVED BY THE OWNER OR LANDSCAPE ARCHITECT.
12. ALL SLOPES GREATER THAN 3:1 RECEIVING A GRASS SEEDING MIXTURE SHALL BE COVERED WITH AN EROSION CONTROL BLANKET.
13. ALL DISTURBED AREAS NOT OTHERWISE DEVELOPED SHALL BE SEEDED WITH THE LAWN SEEDING MIXTURE.
14. TREE PROTECTION: PRIOR TO THE START OF CONSTRUCTION OR EXCAVATION, TREES TO BE RETAINED SHALL BE PROTECTED BY SILT FENCE, SNOW FENCE, CONSTRUCTION FENCE, OR EQUAL, WHICH WILL BE PLACED AT THE DRIP LINE OR SEVERAL FEET BEYOND. HOWEVER, THE FENCING SHALL NOT CROSS PUBLIC SIDEWALKS. NO STORAGE OR STOCKPILING OF CONSTRUCTION MATERIALS, DEBRIS OR EQUIPMENT SHALL OCCUR WITHIN THE FENCED AREA."




2 SHRUB PLANTING DETAIL
SCALE: 1/2" = 1'–0"




SECTION THROUGH PERENNIAL BED

PERENNIAL NOTES:
1. BULB/CORM PERENNIALS TO BE PLANTED IN FALL. POTTED PERENNIALS MAY BE PLANTED APRIL 15 TO OCTOBER 1.
2. ROTOTILL FERTILIZER AND LIME INTO SOIL PRIOR TO PLANTING AND IN ACCORDANCE TO SOIL ANALYSIS RECOMMENDATIONS.
3. DO NOT OVER COMPACT PLANTING BED. WATER THOROUGHLY AFTER PLANTING BULBS.
4. ADJUST PLANTING DEPTH AS RECOMMENDED BY BULB SUPPLIER.
5. PROVIDE DRAINAGE AS REQUIRED (PERF PIPE 4" ADS) WHEN SUBGRADE IS CLASSIFIED AS A HEAVY SOIL OR EXCESSIVELY COMPACTED.

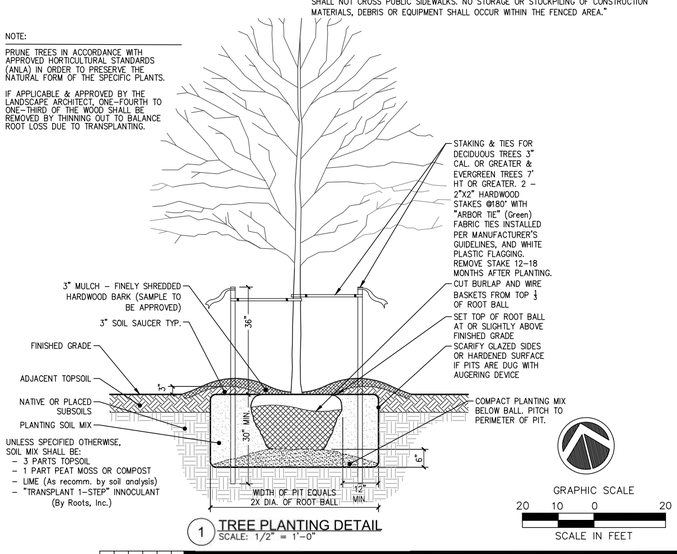
UNLESS SPECIFIED OTHERWISE, PERENNIAL BED SOIL MIX SHALL BE:
– 3 PARTS TOPSOIL
– 1 PART MANURE (WEED FREE)
– 1 PART PEAT MOSS OR COMPOST
– LIME (As recommended by soil analysis)
– "MILORGANITE" AT 5 LBS. PER 100 SF.

3 ANNUAL/PERENNIAL AND GROUND COVER BEDS DETAIL
SCALE: 1/2" = 1'–0"

NOTE:

PRUNE TREES IN ACCORDANCE WITH APPROVED HORTICULTURAL STANDARDS (ANLA) IN ORDER TO PRESERVE THE NATURAL FORM OF THE SPECIFIC PLANTS.

IF APPLICABLE & APPROVED BY THE LANDSCAPE ARCHITECT, ONE–FOURTH TO ONE–THIRD OF THE WOOD SHALL BE REMOVED BY THINNING OUT TO BALANCE ROOT LOSS DUE TO TRANSPLANTING.




1 TREE PLANTING DETAIL
SCALE: 1/2" = 1'–0"

GRAPHIC SCALE
20 10 0 20
SCALE IN FEET

| # | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |
| 4 | 7/6/2022 | REVISED PER COMMENTS |
| 5 | 7/15/2022 | REVISED PER COMMENTS |

Revisions

STATE OF NEW YORK · ROCKY'E MORRISON · 074195 · LICENSED PROFESSIONAL ENGINEER

LRC GROUP
● Land Planning
● Civil Engineering
● Environmental Services
● Land Surveying
● Landscape Architecture
160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877
85 Civic Center Plaza, Suite 204
Poughkeepsie NY 12601
Tel: 845.243.2880
1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730
www.lrcconsult.com
LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

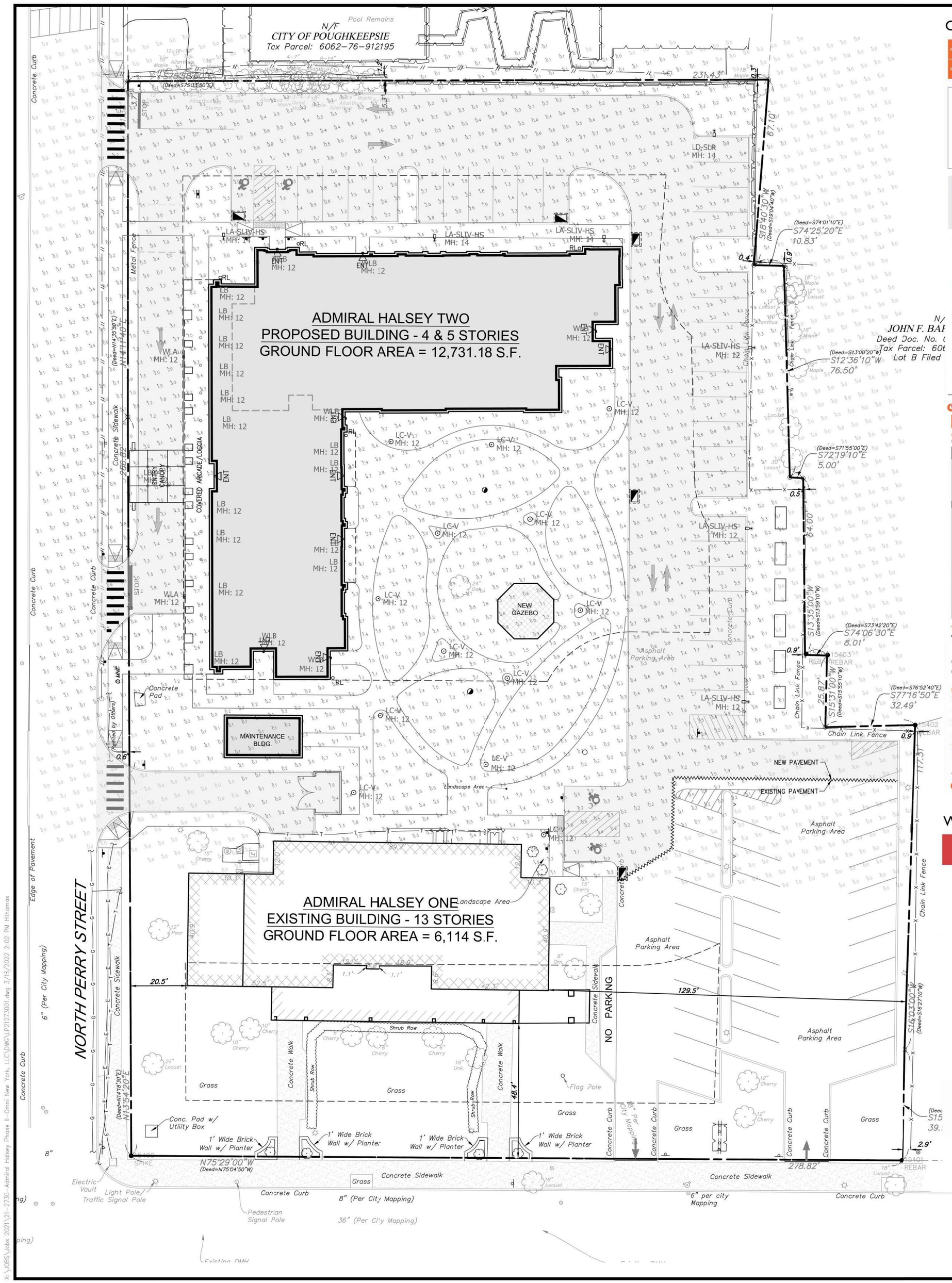
# SITE LANDSCAPE PLAN

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | LL21273001.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20–2370 | LL-1 |
| Checked | KFC | Date | 2021–06–22 | |
| Approved | REM | Scale | 1"=20' | |

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\LL21273001.dwg 7/25/2022 11:15 AM Hthomas




## CANOPY MOUNTED WALL LIGHT (WLA):

| | | |
|---|---|---|
| Project | Catalog # | Type |
| Prepared by | Notes | Date |

**McGraw-Edison**

**Impact Elite LED**

Wall Mount Luminaire

### Interactive Menu

- Ordering Information page 2
- Product Specifications page 3
- Energy and Performance Data page 3
- Control Options page 4

### Quick Facts

- 10 Optical Distributions
- Lumen packages range from 2,459 to 8,123 (20W - 64W)
- Efficacy up to 143 lumens per watt

### Product Certifications

LISTED, P65, CSA, IDA, DARK SKY, YEA

### Connected Systems

- WaveLinx
- Enlighted

### Dimensional Details

Cylinder, Quarter Sphere, Hook -n- Lock, Trapezoid, Wedge

NOTES:
1. 3G Certified for 3000K CCT and warmer only.

COOPER Lighting Solutions — P3S0004837A page 1 — October 26, 2021 2:07 PM

**McGraw-Edison** — **Impact Elite LED**

### Ordering Information

SAMPLE NUMBER: **IME-SA1F-740-U-T3-BZ**

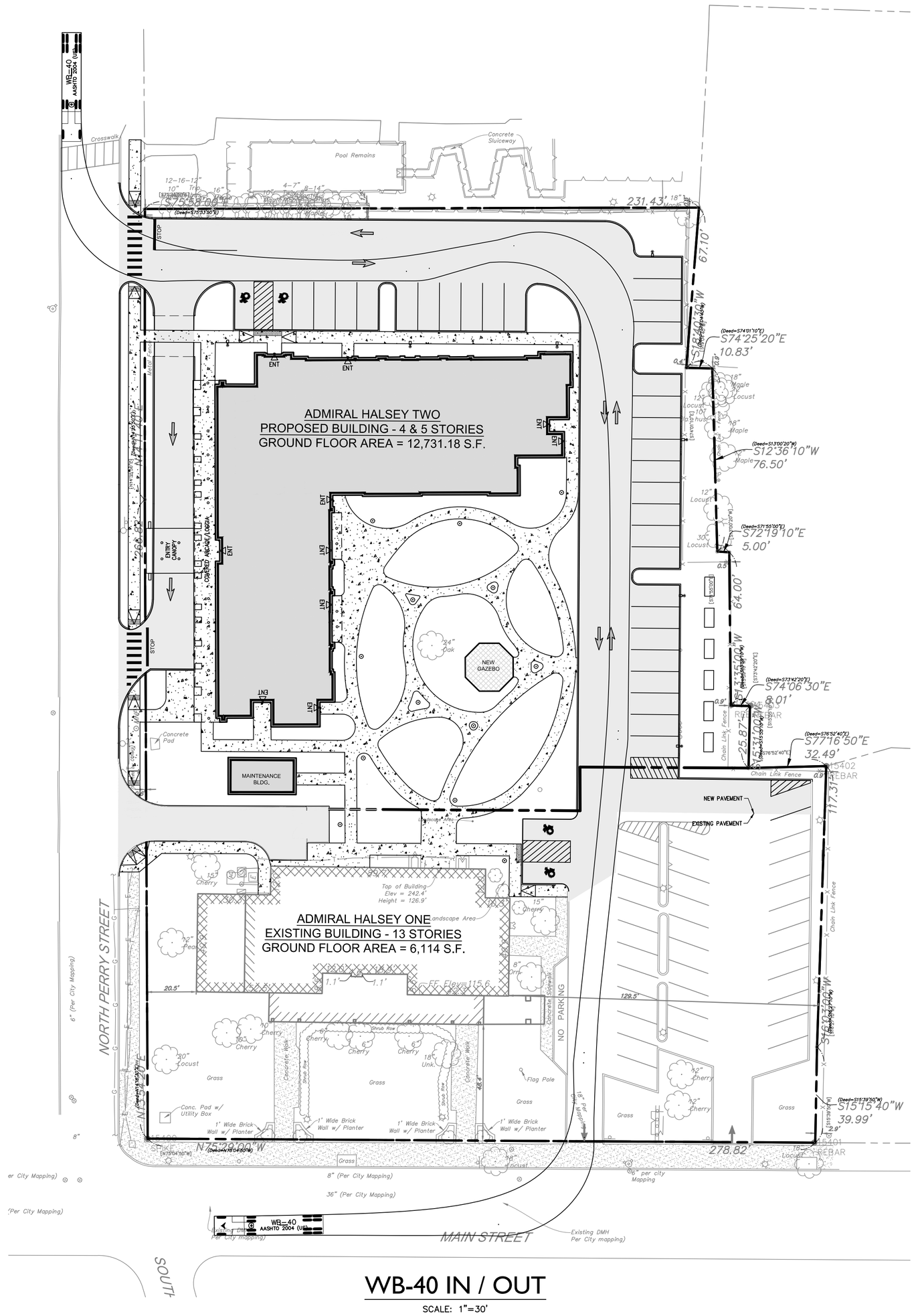
| Product family* | Light Engine Configuration | Light Engine Drive Current | Color Temperature | Voltage | Distribution | Finish |
|---|---|---|---|---|---|---|
| IME Compact Elite LED Small Cylinder | IMC1 Single | 1 [illegible] | 730 730K, 25MR | U 120-277V | T1S Type 1 Short | AP Gray |
| IMF Compact Elite LED Medium Cylinder | | 2 [illegible] | 740 740K, 25MR | D 347V | T2S Type 2 Short | BK Black |
| IMH Compact Elite LED Large Cylinder | | 3 [illegible] | 730K 730K, 25MR | H 480V | T2M Type 2 Medium | BRZ Bronze |
| TIM Compact Elite LED Small Cylinder Flat | | 4 [illegible] | 740K 740K, 25MR | | T3S Type 3 Short | DDB Dark Bronze |
| TIM-R2 Compact Elite LED Small Cylinder Flat Rotated 90° | | | 730 730K, 50MR | | T3M Type 3 Medium | DGR Dark Gray |
| TIM-R3 Compact Elite LED Small Cylinder Flat Rotated 270° | | | 740 740K, 50MR | | T4M Type 4 Medium | MGR Medium Gray |
| TIM-AD Compact Elite LED Small Cylinder Flat Adjustable | | | 730 730K, 100MR | | T4W Type 4 Wide | MBL Matte Black |
| TIM-AD-R2 Compact Elite LED Small Cylinder Flat Adjustable Rotated 90° | | | 740 740K, 100MR | | T5W Type 5 Wide | MWH Matte White |
| TIM-AD-R3 Compact Elite LED Small Cylinder Flat Adjustable Rotated 270° | | | 730 730K, 25WR | | BLC Backlight Control | |
| TIM-SQ Compact Elite LED Small Square Trade Agreements Act Compliant** | | | 740 740K, 25WR | | TFTM Forward Throw Medium | |
| TIM-SQ-R2 Compact Elite LED Small Square Trade Agreements Act Compliant** Rotated 90° | | | 730 730K, 50WR | | TFTW Forward Throw Wide | |
| TIM-SQ-R3 Compact Elite LED Small Square Trade Agreements Act Compliant** Rotated 270° | | | 740 740K, 50WR | | VS Vertical Short | |
| TIM-SQ-AD Compact Elite LED Small Square Trade Agreements Act Compliant** Adjustable | | | 730 730K, 100WR | | VM Vertical Medium | |
| TIM-SQ-AD-R2 Compact Elite LED Small Square Trade Agreements Act Compliant** Adjustable Rotated 90° | | | 740 740K, 100WR | | VW Vertical Wide | |
| TIM-SQ-AD-R3 Compact Elite LED Small Square Trade Agreements Act Compliant** Adjustable Rotated 270° | | | 730 730K, 25WS | | | |
| | | | 740 740K, 25WS | | | |
| | | | 730 730K, 50WS | | | |
| | | | 740 740K, 50WS | | | |
| | | | 730 730K, 100WS | | | |
| | | | 740 740K, 100WS | | | |

Options (Add as Suffix)

- B=Brown Surge Protection (BKR Only)**
- CCE=Cold Climate Option (Extended Polycarbonate Lens)
- CSA=Canadian Standards Association
- DDT=Dusty Dark with Black Box, Cold Weather Option
- DM=Dusty Dark with Black Box, Dim
- DSP=Dark Sky Friendly Option
- HCF=Factory Installed Photo Cell Shield**
- LCP=Lock Cover Plate
- LCP-L=Lock Cover Plate Painted to Match Luminaire Finish
- CB=Carbon Brushed Hardware
- CP=Chrome Plated Hardware
- CR=70° High Angle**
- ADO=HS=After Hours Dim, 5 Hours, 50%*
- ADO=MS=After Hours Dim, 7 Hours, 50%*
- ADO=LS=After Hours Dim, 7 Hours, 30%*
- ADO=CS=After Hours Dim, 7 Hours, Custom*

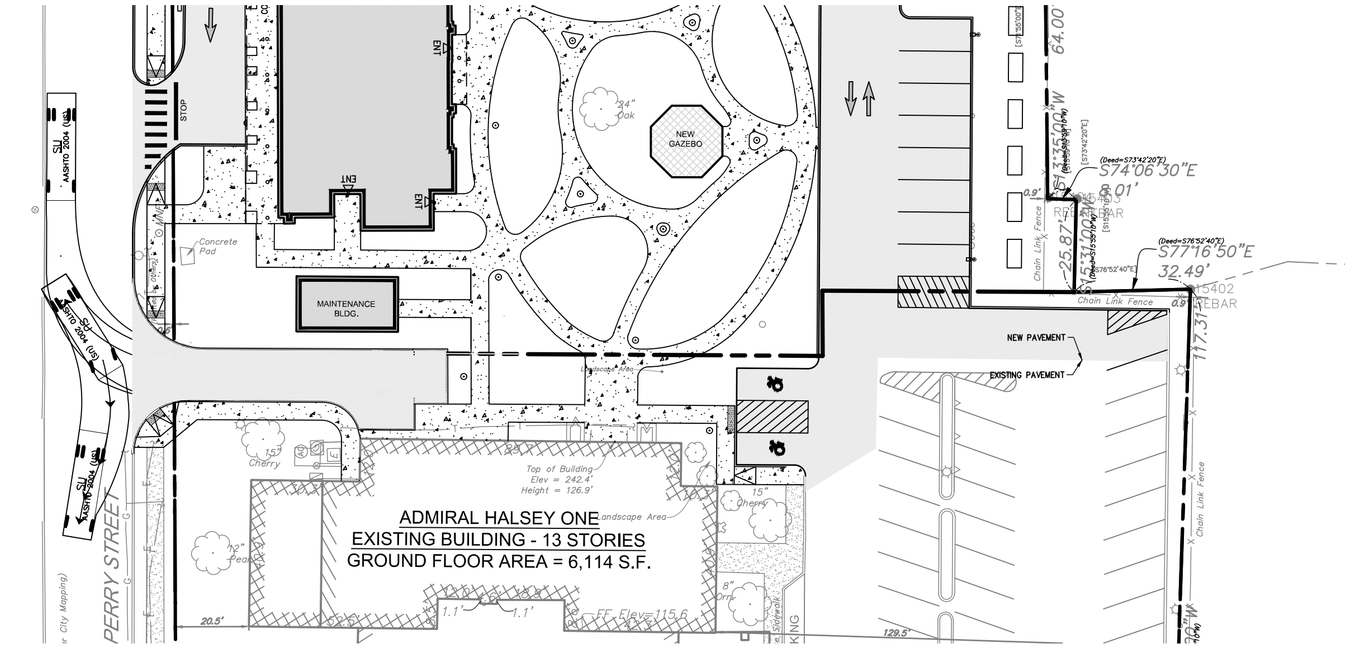
Controls and Systems Options (Add as Suffix)

- MVT=Motion Type Photocontrol (120, 208, 240 or 277V, Must Specify Voltage)
- CTL=Cooper Smart Luminaire Ready Controls**
- CPS=Cooper Sensing Sensor with Bluetooth Interface, 4' 20' Mounting Height**
- CSS=Cooper Sensing Sensor with Bluetooth Interface, 4' 20' Mounting Height**
- LCA=LCA Bluetooth Sensor Trade Agreements Act Compliant**
- LBL=Enlighted Wireless Sensor, Narrow Lens for 10' 20' Mounting Height**
- LBW=Enlighted Wireless Sensor, Narrow Lens for 10' 20' Mounting Height**
- PR=Motion Sensor Enabled Photocell**
- PE=Motion Enabled Photocell Without Sensor**
- PE-R=Motion Enabled Photocell Rotated 90°**
- PE-AD=PE-R Motion Enabled Photocell Adjustable**
- PE-AD-R=PE-R Motion Enabled Photocell Adjustable Rotated 90°**
- PE-SQ=Motion Enabled Photocell Trade Agreements Act Compliant**
- PE-SQ-R=Motion Enabled Photocell Trade Agreements Act Compliant Rotated 90°**
- PE-SQ-AD=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable**
- PE-SQ-AD-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 90°**
- PE-SQ-AD-R3=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270°**
- PE-SQ-AD-R3-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90°**
- PE-SQ-AD-R3-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R-R=Motion Enabled Photocell Trade Agreements Act Compliant Adjustable Rotated 270° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90° Rotated 90°**
- PE-SQ-AD-R3-R




## WB-40 IN / OUT

SCALE: 1"=30'



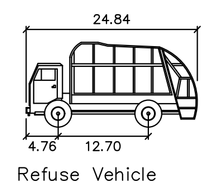

## REFUSE VEHICLE

SCALE: 1"=30'

GRAPHIC SCALE

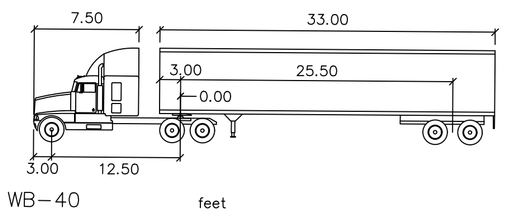
30 15 0 30

SCALE IN FEET




Refuse Vehicle

| | feet |
|---|---|
| Width | : 7.87 |
| Track | : 7.41 |
| Lock to Lock Time | : 6.0 |
| Steering Angle | : 26.5 |




WB-40

| | feet | | |
|---|---|---|---|
| Tractor Width | : 8.00 | Lock to Lock Time | : 6.00 |
| Trailer Width | : 8.00 | Steering Angle | : 20.30 |
| Tractor Track | : 8.00 | Articulating Angle | : 70.00 |
| Trailer Track | : 8.00 | | |

WB-40 UTILIZED FOR ALL FIRE TRUCK MOVEMENTS

STATE OF NEW YORK
RODNEY E. MORRISON
074156
LICENSED PROFESSIONAL ENGINEER

| No. | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions

LRC GROUP

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

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

# TRUCK TURNING PLAN

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | | |
|---|---|---|---|---|---|
| Design/Calcs | BS | CAD File | TT21273001.dwg | Sheet No. | TT-1 |
| Drawn | SMC | Project No. | 20-2370 | | |
| Checked | KFC | Date | 2021-06-22 | | |
| Approved | REM | Scale | 1"=30' | | |

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\TT21273001.dwg 3/18/2022 2:04 PM SCurran

# CITY OF POUGHKEEPSIE WATER NOTES

1. ALL WATER MAINS SHALL BE CEMENT LINED DUCTILE IRON PIPE, CLASS 52 PUSH-ON JOINT, UNLESS OTHERWISE SPECIFIED BY OR APPROVED BY THE CITY OF POUGHKEEPSIE WATER DEPARTMENT. JOINTING SHALL EMPLOY "MEGALUG" CONNECTIONS, FIELD LOCK GASKET, OR AS ALTERNATIVELY SPECIFIED BY THE CITY OF POUGHKEEPSIE WATER DEPARTMENT. ALL WATER PIPING CONSTRUCTION SHALL BE TO THE SPECIFICATIONS OF THE CITY OF POUGHKEEPSIE WATER DEPARTMENT. WET TAP OF PUBLIC WATER SYSTEM SHALL BE APPROVED AND SUPERVISED BY THE CITY OF POUGHKEEPSIE WATER DEPARTMENT. TAPPING SLEEVE SHALL BE STAINLESS STEEL OR APPROVED EQUAL. ALL MAINLINE VALVES SHALL BE RESILIENT WEDGE OR APPROVED EQUAL.

2. THE WATER LINE MAY BE FLEXED WITHIN PIPE SPECIFICATIONS OR LAID DEEPER IN AREAS WHERE A CROSSING WITH A SANITARY LINE OCCURS, TO ACHIEVE THE REQUIRED 1.5' VERTICAL SEPARATION DISTANCE. IF THIS DISTANCE CANNOT BE REASONABLY ACHIEVED, THE CONTRACTOR SHALL USE PRESSURE RATED SANITARY PIPE OF EQUAL OR GREATER RATING THAN THE PRESSURE CLASS FOR THE WATER LINE.

3. MINIMUM VERTICAL SEPARATION BETWEEN WATER MAINS AND SEWER PIPE SHALL BE 18 INCHES MEASURED FROM THE OUTSIDE OF THE PIPES AT THE POINT OF CROSSING. ONE FULL STANDARD LAYING LENGTH OF WATER MAIN SHALL BE CENTERED UNDER OR OVER THE SEWER SO THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER LINE AS POSSIBLE. IN ADDITION, WHEN THE WATER MAIN PASSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT (COMPACTED SELECT FILL) SHALL BE PROVIDED FOR THE SEWER TO PREVENT EXCESSIVE DEFLECTION OF JOINTS AND SETTLING OF THE SEWER PIPE ON THE WATER MAIN. MINIMUM HORIZONTAL SEPARATION BETWEEN PARALLEL WATER MAINS AND SEWER PIPES (INCLUDING MANHOLES AND VAULTS) SHALL BE 10 FEET MEASURED FROM THE OUTSIDE OF THE PIPES, MANHOLES, OR VAULTS.

4. ALL WATER MAINS SHALL HAVE A MINIMUM OF (5) FIVE FEET OF COVER FROM THE TOP OF THE MAIN TO FINISHED GRADE. THE CONTRACTOR SHALL CHECK ALL FINISHED GRADE STAKES BEFORE TRENCHING TO ENSURE THAT ALL INSTALLED WATER MAINS WILL HAVE THE REQUIRED COVER.

5. THE SUPPLIER OF WATER MUST RECEIVE AT LEAST 48-HOUR ADVANCE NOTIFICATION REQUESTING SAMPLING SERVICES. SAMPLING WILL NOT BE PERFORMED PRIOR TO RECEIPT FROM A NEW YORK STATE LICENSED OR REGISTERED DESIGN PROFESSIONAL (ENGINEER, ARCHITECT, OR LAND SURVEYOR WITH A SPECIAL EXEMPTION UNDER SECTION 7208(N) OF THE EDUCATION LAW) CERTIFYING THAT THE WATER SUPPLY IMPROVEMENTS, TESTING AND DISINFECTION PROCEDURES WERE COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS, REPORTS, SPECIFICATIONS, AND ANY APPROVED AMENDMENTS. A NYSDOH CERTIFIED LABORATORY WILL COLLECT SAMPLES FOR FREE CHLORINE RESIDUAL, TOTAL, AND FECAL COLIFORM AND 24-HOUR BACTERIAL PLATE COUNT. THE CERTIFICATE OF COMPLIANCE, TESTING, AND SAMPLING RESULTS SHALL BE PROVIDED TO THE CITY WATER MAINTENANCE SUPERVISOR AND DUTCHESS COUNTY DEPARTMENT OF HEALTH AS A CONDITION OF APPROVAL FOR OPERATION.

6. THE CONTRACTOR SHALL COORDINATE THE TESTING WITH THE WATER DEPARTMENT SO AS TO MAINTAIN THE AMOUNT OF SERVICE INTERRUPTION TO EXISTING USERS TO THE LEAST EXTENT PRACTICABLE. WATER MAIN INSTALLATION AND TESTING SHALL BE PERFORMED UNDER THE SUPERVISION OF THE PROJECT ENGINEER OR HIS DESIGNEE AS NECESSARY TO MEET CONDITIONS IN NOTE 5 ABOVE.

7. THE WATER MAIN SHALL BE PRESSURE LEAKAGE TESTED IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE AWWA STANDARD C600 (LATEST REVISION) OR IN ACCORDANCE WITH MORE STRINGENT REQUIREMENTS IMPOSED BY THE SUPPLIER OF WATER. TEST TO FIRST VALVE WITHIN BUILDING.

8. THE WATER MAIN SHALL BE DISINFECTED EQUAL TO AWWA STANDARD FOR DISINFECTING WATER MAINS DESIGNATION C651 (LATEST REVISION). FOLLOWING DISINFECTION, THE WATER MAIN SHALL BE FLUSHED UNTIL THE CHLORINE CONCENTRATION IN THE WATER LEAVING THE MAIN IS NO HIGHER THAN THAT GENERALLY PREVAILING IN THE SYSTEM. THE PROJECT ENGINEER OR HIS DESIGNEE SHALL ALSO WITNESS DISINFECTION AND FLUSHING.

9. ALL WATER MAIN FITTINGS NOT RECEIVING 24-HOUR CHLORINE DISINFECTION CONTACT TIME MUST BE SWAB-DISINFECTED 30 MINUTES PRIOR TO INSTALLATION.

10. THE SAMPLING POINT(S) MUST BE DECONTAMINATED BY FLAMING.

11. FIRE HYDRANTS ARE NOT ACCEPTABLE SAMPLING POINTS, UNLESS OTHERWISE APPROVED BY SITE ENGINEER AND CITY OF POUGHKEEPSIE WATER DEPARTMENT.

12. FIRE HYDRANT WEEP HOLES (DRAINS) SHALL BE PLUGGED WHEN GROUND WATER IS ENCOUNTERED WITHIN SEVEN FEET OF THE FINISHED GRADE. WHEN DRAINS ARE PLUGGED, THE BARRELS MUST BE PUMPED DRY AFTER USE DURING FREEZING WEATHER. SUCH HYDRANTS SHALL BE IDENTIFIED BY MARKINGS AS APPROVED BY THE CITY OF POUGHKEEPSIE.

13. PROPOSED WATER METERS LOCATED WITHIN THE METER PIT OR BUILDING SHALL BE A COMPATIBLE REMOTE STYLE TYPE (SENSUS), AND SHALL BE APPROVED BY THE CITY OF POUGHKEEPSIE WATER DEPARTMENT PRIOR TO INSTALLATION. WATER METER SHALL BE EQUIPPED WITH (RADIO TYPE REMOTE READER) TRANSCEIVER PROVIDED BY METER MANUFACTURER AND INSTALLED AND PROGRAMMED BY THE CITY OF POUGHKEEPSIE WATER DEPARTMENT.

14. THE WATER LINE SHALL BE INSTALLED AT A CONTINUOUS GRADE WITH NO ABRUPT HIGH POINTS OR LOW POINTS.

15. FINAL WATER DISTRIBUTION SYSTEM AND CERTIFICATION IS SUBJECT TO REVIEW, REVISION AND APPROVAL BY THE CITY OF POUGHKEEPSIE WATER DEPARTMENT AND THE DCDOH PRIOR TO APPROVAL TO OPERATE.

16. ALL WATER MAINS AND RELATED APPURTENANCES SHALL BE CONSTRUCTED TO THE LATEST STANDARDS AND SPECIFICATIONS OF THE CITY OF POUGHKEEPSIE.

17. THE WATER MAIN SHALL NOT BE PLACED INTO SERVICE UNTIL SO AUTHORIZED BY THE CITY OF POUGHKEEPSIE.

18. ALL WATER SERVICE CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY THE CITY WATER DEPARTMENT PRIOR TO BACKFILLING. BEDDING AND PIPE ZONE MATERIAL SHALL BE COMPOSED OF CRUSHED STONE OR LIGHT GRAVEL HAVING A GRADATION LIMIT OF 3/4" MINUS. AN ACCEPTABLE MATERIAL SHALL MEET THE FOLLOWING REQUIREMENT:

| SIEVE DESIGNATION | % PASSING |
|---|---|
| 3/4" | 100 |
| NO.40 | 0-70 |
| NO. 200 | 0-10 |

19. TRENCH BACKFILL SHALL BE WELL-GRADED SOIL AND GRAVEL MATERIAL. ALL PARTICLES SHALL HAVE A GRADATION OF 2" OR LESS. AN ACCEPTABLE MATERIAL SHALL MEET THE FOLLOWING REQUIREMENT:

| SIEVE DESIGNATION | % PASSING |
|---|---|
| 2 INCH | 100 |
| 1/4 INCH | 30-65 |
| NO. 40 | 5-40 |
| NO. 200 | 0-15 |

20. BEDDING AND BACKFILL MATERIAL SHALL BE STOCKPILED IN AMOUNTS NECESSARY FOR REASONABLE BACKFILLING REQUIREMENTS. A SIEVE ANALYSIS OF BEDDING OR BACKFILL MAY BE REQUIRED AT THE REQUEST OF THE CITY OF POUGHKEEPSIE.

21. THE SITE UTILITY CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BURIED PIPING TO THE LOCATION OF THE PROPOSED BUILDING CONNECTION POINT (I.E. INSIDE THE BUILDING). THIS INCLUDES THE TESTING AND CERTIFICATION OF ALL WATER SERVICE WORK FROM THE CITY WATER CONNECTION POINT TO THE PROPOSED BUILDINGS INTERIOR CONNECTION POINT.

22. INDICATOR TAPE SHALL BE PLACED 12" BELOW FINISHED GRADE DIRECTLY ABOVE ALL WATERLINES.

23. ALL COPPER WATER SERVICE PIPING INSTALLATION, BACKFILL AND TESTING SHALL BE REVIEWED AND APPROVED BY THE CITY OF POUGHKEEPSIE WATER MAINTENANCE SUPERVISOR OR HIS DESIGNEE. BEDDING, PIPE ZONE, AND BACKFILL MATERIAL MUST BE SAND ONLY.

24. THE PIPE SUPPORTS FOR THE METER PIT SHALL BE MADE OF GALVANIZED STEEL AND SHALL BE ADJUSTABLE. THE SUPPORTS ARE TO BE PLACED ONLY BENEATH SPOOL PIECES AND NOT UNDER CRITICAL EQUIPMENT, METERS, ETC.

25. THREE AS-BUILT DRAWINGS WHICH INCLUDE VERIFICATION OF THE WATER INFRASTRUCTURE WILL BE PROVIDED TO THE PLANNING DEPARTMENT FOR DISSEMINATION TO THE ENGINEERING AND WATER DEPARTMENTS PRIOR TO ANY EASEMENT DEDICATION TO THE CITY.

# CITY OF POUGHKEEPSIE SANITARY SEWER NOTES

1. FLOOR DRAINS, IF CONSTRUCTED, SHALL BE CONNECTED TO THE SANITARY SEWER. FLOOR DRAINS DO NOT INCLUDE FOUNDATION/FOOTER DRAIN: ALL DISCHARGES TO THE SANITARY SEWER SHALL COMPLY WITH THE EFFLUENT LIMITS OF THE LOCAL AND/OR DUTCHESS COUNTY SANITARY CODE.

2. DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE PIPES. THE TESTS SHALL BE CONDUCTED AFTER FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 5 DAYS. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. IF THE DEFLECTION TEST IS TO BE RUN USING A RIGID BALL OR MANDREL, IT SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.

3. SANITARY SEWERS AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF THE CITY OF POUGHKEEPSIE. ALL SANITARY SEWER SYSTEM COMPONENTS SHALL BE INSTALLED BY OR UNDER THE SUPERVISION OF A CITY OF POUGHKEEPSIE LICENSED PLUMBER IN ACCORDANCE WITH THE CITY PLUMBING CODE.

4. MAJOR EARTHWORK SHALL BE COMPLETED PRIOR TO INSTALLATION OF ANY SANITARY SEWER MAINS AND APPURTENANCES. AIR CONNECTING SEWER LINES SHALL BE FLUSHED BEFORE TESTED.

5. MAXIMUM ALLOWABLE INFILTRATION OR EXFILTRATION SHALL NOT EXCEED 100 GALLONS PER INCH DIAMETER PER MILE OF PIPE PER DAY FOR THE SANITARY SEWER. IF AN AIR TEST IS USED, THE TEST, AS A MINIMUM, SHALL CONFORM TO THE PROCEDURE DESCRIBED IN THE ASTM -F-1417 (1992) ENTITLED "STANDARD PRACTICE FOR INSTALLATION ACCEPTANCE OF GRAVITY SEWER LINES USING LOW PRESSURE AIR" (RE-APPROVED 1998). SANITARY MANHOLES SHALL BE VISUALLY INSPECTED AND TESTED FOR LEAKAGE BY EXFILTRATION OR VACUUM. VACUUM TESTING OF MANHOLES SHALL COMPLY WITH THE METHOD OUTLINED IN THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION TECHNICAL INFORMATION PAMPHLET (TIP) NO.15 (REVISED).

6. SANITARY SEWER MAINS ARE TO BE POLYVINYL CHLORIDE (PVC) AND SANITARY LATERALS SHALL BE PVC, SDR-35, UNLESS OTHERWISE NOTED.

7. FINAL SEWER COLLECTION SYSTEM LAYOUT IS SUBJECT TO REVIEW, REVISION AND APPROVAL BY THE CITY OF POUGHKEEPSIE SEWER DEPARTMENT.

8. ALL SANITARY PIPE AND/OR MANHOLES SHALL BE A MINIMUM OF TEN (10) HORIZONTAL FEET FROM THE WATER MAIN. SANITARY PIPE SHALL HAVE A MINIMUM 18" SEPARATION FROM ANY WATER MAIN OR WATER SERVICE LINE. IF FOR SOME REASON THIS SEPARATION CANNOT BE ACHIEVED, SANITARY SEWER PIPE IN THE AREA SHALL BE SDR-26 PRESSURE RATED PIPE, (OR BE ENCASED PER THE DETAIL ON DN-3) AND ONE FULL LENGTH OF WATER MAIN SHALL BE CENTERED UNDER OR OVER THE SEWER. ALL SANITARY SEWER CONSTRUCTION SHALL BE TO SPECIFICATIONS OF THE CITY OF POUGHKEEPSIE SEWER DEPARTMENT.

9. ALL SANITARY TESTING SHALL BE PERFORMED UNDER THE SUPERVISION OF THE PROJECT ENGINEER, AND CERTIFICATES OF COMPLIANCE WITH THE INSTALLATION SPECIFICATIONS, TEST STANDARDS, APPROVED PLANS OR APPROVED AMENDMENTS SHALL BE PROVIDED TO THE APPROPRIATE SEWER AUTHORITY AND THE DCDOH AS A CONDITION OF APPROVAL FOR OPERATION.

10. ALL SANITARY SEWER CONSTRUCTION SHALL BE SUBJECT TO INSPECTION BY THE CITY SEWER SUPERINTENDENT PRIOR TO BACKFILLING. PIPE BEDDING AND PIPE ZONE MATERIAL SHALL BE COMPOSED OF CRUSHED STONE OR GRAVEL, FREE OF SOFT NONDURABLE PARTICLES WITH THE FOLLOWING GRADATION REQUIREMENTS:

| SIEVE DESIGNATION | % PASSING |
|---|---|
| 3/4" | 100 |
| NO.40 | 0-70 |
| NO. 200 | 0-10 |

ALL TRENCH BACKFILL MATERIAL SHALL BE APPROVED BY THE SUPERINTENDENT OF SEWERS AND MUST MEET THE FOLLOWING GRADATION REQUIREMENT:

| SIEVE DESIGNATION | % PASSING |
|---|---|
| 2 INCH | 100 |
| 1/4 INCH | 30-65 |
| NO.40 | 5-40 |
| NO. 200 | 0-15 |

BEDDING AND BACKFILL MATERIAL SHALL BE STOCKPILED IN AMOUNTS NECESSARY FOR REASONABLE BACKFILLING REQUIREMENTS. A SIEVE ANALYSIS OF BEDDING OR BACKFILL MAY BE REQUIRED AT THE REQUEST OF THE CITY OF POUGHKEEPSIE.

11. ALL NEW SANITARY SEWER MANHOLE COVERS SHALL BE NOMINAL 26" DIAMETER CAST IRON AND SHALL READ "SANITARY SEWER". FRAMES SHALL BE 8" IN HEIGHT AND THE FRAME AND COVER SHALL BE SYRACUSE CASTINGS NO.1 009 OR AN APPROVED EQUAL.

12. INDICATOR TAPE SHALL BE PLACED 12" BELOW FINISHED GRADE DIRECTLY ABOVE ALL SANITARY LINES.

13. LOCATION OF SEWER LATERAL CLEAN OUTS ARE TO BE PLACED AS SHOWN ON THE APPROVED SITE PLAN AND NOT TO EXCEED EVERY 75' MEASURED FROM THE SEWER MAIN CONNECTION OR AS DETERMINED BY THE CITY OF POUGHKEEPSIE SUPERINTENDENT OF SEWERS WHERE LOCATIONS ARE NOT SPECIFICALLY SHOWN.

14. EXTERNAL DROP MANHOLES SHALL BE USED FOR SEWERS ENTERING AT AN ELEVATION OF 24 INCHES OR HIGHER AT THE INLET OF A SEWER MANHOLE.

15. THREE AS-BUILT DRAWINGS WHICH INCLUDE VERIFICATION OF THE SEWER INFRASTRUCTURE INCLUDING RIMS AND INVERTS WILL BE PROVIDED TO THE PLANNING DEPARTMENT FOR DISSEMINATION TO THE ENGINEERING AND SEWER DEPARTMENTS PRIOR TO ANY EASEMENT DEDICATION TO THE CITY.

# DECOMPACTION OF SOILS IN RECLAIMED AREAS:

THESE PROCEDURES SHALL BE FOLLOWED PRIOR TO INSTALLATION OF TOP SOIL OR INFILTRATION PRACTICES IN ANY AREA PREVIOUSLY IMPERVIOUS OR COMPACTED BY COSTRUCTION EQUIPMENT. FOR ALL AREAS TO BE RECLAIMED FOR STORMWATER INFILTRATION, THE AREA SHALL BE MARKED OFF WITH ORANGE SAFETY FENCE AFTER DEMOLITION AND PRIOR TO DECOMPACTION TO PREVENT FURTHER COMPACTION OF THE UNDERLYING SOILS.

AREAS RECLAIMED AS TOP SOIL:

A. APPLY 3" OF COMPOST OVER SUBSOIL AFTER SUBGRADE LEVELS HAVE BEEN REACHED AND IMMEDIATELY PRIOR TO PLACING PLANTING SOILS.

B. THE ENTIRE SUBGRADE AREA SHALL BE LOOSENED TO A MINIMUM DEPTH OF 12 INCHES UTILIZING THE BUCKET OF A BACK HOE, CAT MOUNTED RIPPER, TILLER, OR EQUIVALENT EQUIPMENT. ROCK PICK UNTIL UPLIFTED STONE/ROCK MATERIAL OF FOUR INCHES AND LARGER SIZE HAVE BEEN CLEARED FROM THE SITE.

C. ANY SUBGRADE AREAS WHICH HAVE BECOME HEAVILY COMPACTED (DEFINED AS EXCEEDING 86%-88% COMPACTION ASTM 698 STANDARD PROCTOR) INCLUDING, BUT NOT LIMITED TO, TEMPORARY PARKING AREAS, MATERIAL STOCKPILE AREAS, TEMPORARY ROADWAYS, CONSTRUCTION AREAS AND AREAS AROUND THE BUILDING, OTHER CONSTRUCTION AREAS, AREAS SHOWN ON THE PLANS, OR AREAS IDENTIFIED BY THE DESIGN PROFESSIONAL SHALL BE DEEP-SCARIFIED. IMMEDIATELY PRIOR TO PLACING SOILS, HEAVILY COMPACTED AREAS SHALL BE LOOSENED TO A MINIMUM DEPTH OF 18 INCHES USING THE TEETH OF A BACK HOE OR OTHER SUITABLE EQUIPMENT. FREQUENCY OF COMPACTION TESTS SHALL BE ONE PER 500 SQUARE FEET.

D. CONFIRM THAT THE SUBGRADE IS AT THE PROPER ELEVATION AND THAT NO FURTHER EARTHWORK IS REQUIRED TO BRING THE SUBGRADE TO PROPER ELEVATIONS. PROVIDE A REPORT TO THE DESIGN PROFESSIONAL THAT THE SUBGRADE HAS BEEN PLACED TO THE REQUIRED ELEVATIONS, HAS BEEN DECOMPACTED ACCORDING TO THE CONTRACT DOCUMENTS AND IS READY FOR INSPECTION AT LEAST 3 DAYS PRIOR TO PLACING PLANTING SOIL. PERFORM NO WORK OF PLACING AND SPREADING PLANTING MIXED UNTIL ELEVATIONS HAVE BEEN CONFIRMED AND THE AREA HAS BEEN ACCEPTED BY THE OWNER'S REPRESENTATIVE.

E. AFTER THE SOILS HAVE BEEN LOOSENED AND INSPECTED, TOPSOIL MAY BE SPREAD BY USING A WIDE-TRACK BULLDOZER SIZE D-5 OR SMALLER OR MAY BE DUMPED AND SPREAD WITH THE BUCKET OF A BACKHOE FROM THE EDGE OF THE LOOSENED AREA. NO RUBBER-TIRED EQUIPMENT OR HEAVY EQUIPMENT EXCEPT FOR A SMALL BULLDOZER SHALL PASS OVER THE SUBSOILS (SUBGRADE) AFTER THEY HAVE BEEN LOOSENED. IF THE CONTRACTOR PLANS TO UTILIZE SUCH AREAS FOR ANY USE OF HEAVY EQUIPMENT, THIS SHOULD BE CARRIED OUT PRIOR TO BEGINNING THE PROCESS OF LOOSENING SOILS OR FILLING IN THAT AREA, OR IT WILL HAVE TO BE RESCARIFIED AND MEET THIS SPECIFICATION REQUIREMENT.

AREAS RECLAIMED FOR STORMWATER INFILTRATION PRACTICES:

A. EXCAVATE AREA TO THE DEPTH OF THE PROPOSED BOTTOM OF THE INFILTRATION PRACTICE.

B. THE ENTIRE SUBGRADE AREA SHALL BE LOOSENED TO A MINIMUM DEPTH OF 12 INCHES BELOW PROPOSED SUBGRADE UTILIZING THE BUCKET OF A BACK HOE, CAT MOUNTED RIPPER, TILLER, OR EQUIVALENT EQUIPMENT. ROCK PICK UNTIL UPLIFTED STONE/ROCK MATERIAL OF FOUR INCHES AND LARGER SIZE HAVE BEEN CLEARED FROM THE SITE.

C. ANY SUBGRADE AREAS WHICH REMAIN HEAVILY COMPACTED (DEFINED AS EXCEEDING 86%-88% COMPACTION ASTM 698 STANDARD PROCTOR), AS SHOWN ON THE PLANS, OR AREAS IDENTIFIED BY THE DESIGN PROFESSIONAL SHALL BE DEEP-SCARIFIED. IMMEDIATELY PRIOR TO PLACING SOILS, HEAVILY COMPACTED AREAS SHALL BE LOOSENED TO A MINIMUM DEPTH OF 18 INCHES USING THE TEETH OF A BACK HOE OR OTHER SUITABLE EQUIPMENT. FREQUENCY OF COMPACTION TESTS SHALL BE ONE PER 500 SQUARE FEET.

D. CONFIRM THAT THE SUBGRADE IS AT THE PROPER ELEVATION AND THAT NO FURTHER EARTHWORK IS REQUIRED TO BRING THE SUBGRADE TO PROPER ELEVATIONS. PROVIDE A REPORT TO THE DESIGN PROFESSIONAL THAT THE SUBGRADE HAS BEEN PLACED TO THE REQUIRED ELEVATIONS, HAS BEEN DECOMPACTED ACCORDING TO THE CONTRACT DOCUMENTS AND IS READY FOR INSPECTION AT LEAST 3 DAYS PRIOR TO PLACING INFILTRATION PRACTICES. PERFORM NO WORK UNTIL ELEVATIONS HAVE BEEN CONFIRMED AND THE AREA HAS BEEN ACCEPTED BY THE OWNER'S REPRESENTATIVE.

E. AFTER THE SOILS HAVE BEEN LOOSENED AND INSPECTED, INFILTRATION PRACTICES MAY BE INSTALLED USING A WIDE-TRACK BULLDOZER SIZE D-5 OR SMALLER OR MAY BE PLACED, DUMPED, OR SPREAD WITH THE BUCKET OF A BACKHOE FROM THE EDGE OF THE LOOSENED AREA. NO RUBBER-TIRED EQUIPMENT OR HEAVY EQUIPMENT EXCEPT FOR A SMALL BULLDOZER SHALL PASS OVER THE SUBSOILS (SUBGRADE) AFTER THEY HAVE BEEN LOOSENED. IF THE CONTRACTOR PLANS TO UTILIZE SUCH AREAS FOR ANY USE OF HEAVY EQUIPMENT, THIS SHOULD BE CARRIED OUT PRIOR TO BEGINNING THE PROCESS OF LOOSENING SOILS OR FILLING IN THAT AREA, OR IT WILL HAVE TO BE RESCARIFIED AND MEET THIS SPECIFICATION REQUIREMENT.

F. WHEN INFILTRATION PRACTICES ARE LOCATED BELOW PAVEMENT THE AREA SHALL REMAIN FREE OF LARGE VEHICLES UNTIL THE PAVEMENT SUBBASE HAS BEEN INSTALLED.

G. FOR REFERENCE OF DECOMPACTION NOTES, SEE NYS DESIGN MANUAL SECTION 5.1.6 FOR DEEP RIPPING AND DECOMPACTION OF EXISTING AREAS THAT ARE PROPOSED FOR RESTORATION.

STATE OF NEW YORK
AUDREY E. MORRISON
074194
LICENSED PROFESSIONAL ENGINEER

| # | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions


LRC GROUP
- Land Planning
- Civil Engineering
- Environmental Services
- Land Surveying
- Landscape Architecture

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.


# NOTE SHEET

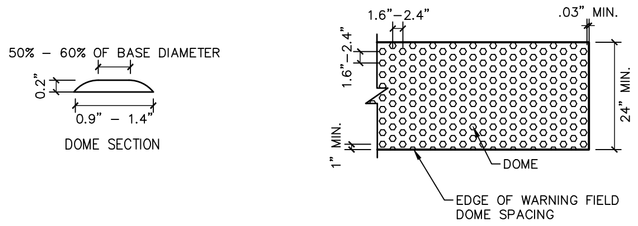
## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | |
|---|---|---|---|
| Design/Calcs | BS | CAD File | NS21270301.dwg |
| Drawn | SMC | Project No. | 20-2370 |
| Checked | KFC | Date | 2021-06-22 |
| Approved | REM | Scale | AS NOTED |

Sheet No.
NS-1

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\NS21270301.dwg 3/18/2022 2:04 PM SGurron




NOTES:

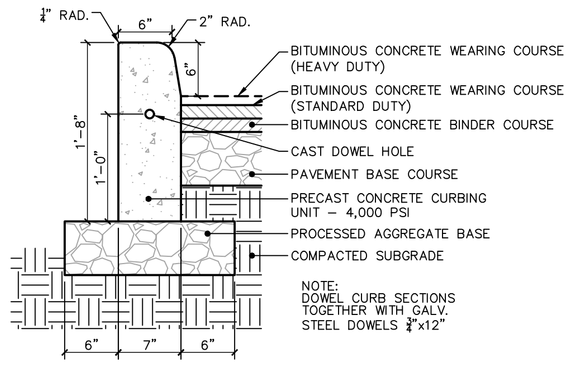
1. THE DETAILS PROVIDED ARE NOT DRAWN TO SCALE, THE QUANTITY OF DOMES DEPICTED ON THE DETECTABLE WARNING UNIT (THE DOMES AND THE ENTIRE 24" LEVEL SURFACE) IS FOR ILLUSTRATION ONLY.
2. THE SIZE OF THE DETECTABLE WARNING FIELD SHALL BE 24" IN THE DIRECTION OF TRAVEL AND SHALL EXTEND THE FULL WIDTH OF THE CURB RAMP OR FLUSH SURFACE.
3. THE ROWS OF DOMES SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE GRADE BREAK BETWEEN THE RAMP LANDING OR CURB RAMP AND THE STREET.
4. WHERE DOMES ARE ARRAYED RADIALLY THEY MAY DIFFER IN DOME DIAMETER AND CENTER–TO– CENTER SPACING WITHIN THE RANGES SPECIFIED ON THIS SHEET.
5. THE DETECTABLE WARNING FIELD SHALL BE THE COLOR SPECIFIED IN THE CONTRACT DOCUMENTS OR MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS.
6. DETECTABLE WARNING SHALL BE LOCATED SO THAT THE EDGE OR CORNER OF THE WARNING FIELD NEAREST TO THE ROADWAY IS 5" TO 9" FROM THE FRONT OF THE CURB OR THE ROADWAY EDGE (12" WHERE TRAVERSABLE CURB IS USED). INSTALL THE DETECTABLE WARNING FIELD BEHIND THE FLUSH CURB.
7. THE EDGE OF THE DETECTABLE WARNING FIELD NEAREST TO A RAILROAD CROSSING SHALL BE 6'–0" MINIMUM AND 15'–0" MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL.

DETECTABLE WARNING TILE SPECS

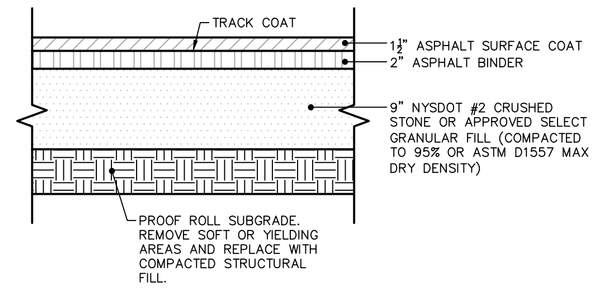
"DURALAST" CAST IRON WARNING TILES AS FABRICATED BY EAST JORDAN IRON WORKS, 800–626–4653; NATURAL FINISH (NO POWDER COATING)

NOTE: UNIT SIZE FOR RECTANGULAR APPLICATIONS IS 24"x24" AND FOR RADIAL APPLICATIONS IS 18"x24"

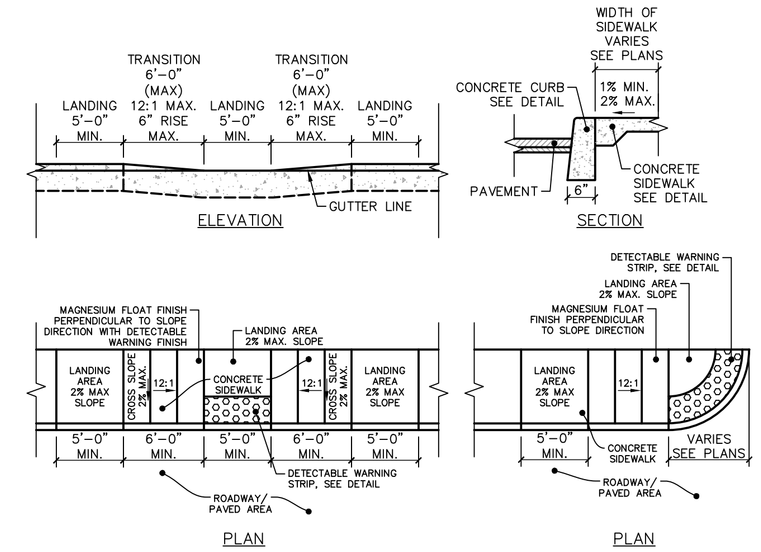
X DETECTABLE WARNING DETAIL
SCALE: 1/2" = 1'–0"



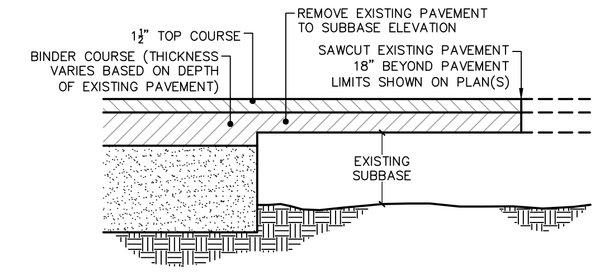

X CONCRETE CURB DETAIL
SCALE: 1" = 1'–0"



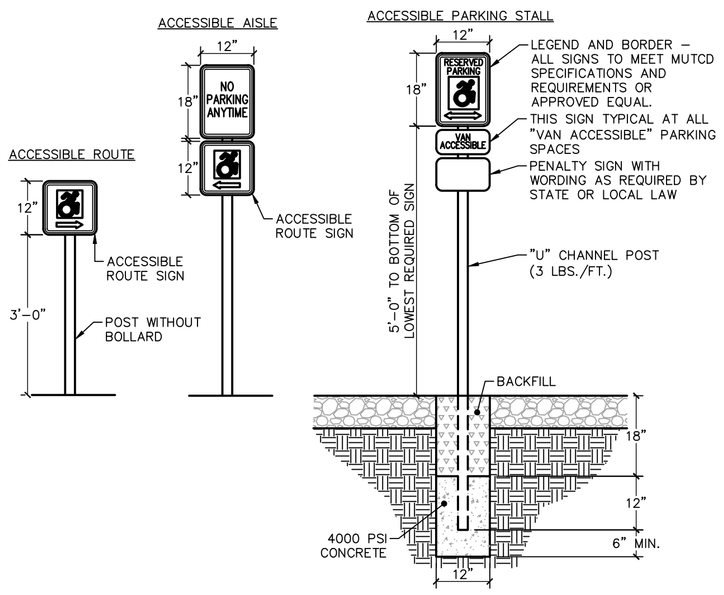

X STANDARD ASPHALT PAVING DETAIL
SCALE: 1" = 1'–0"



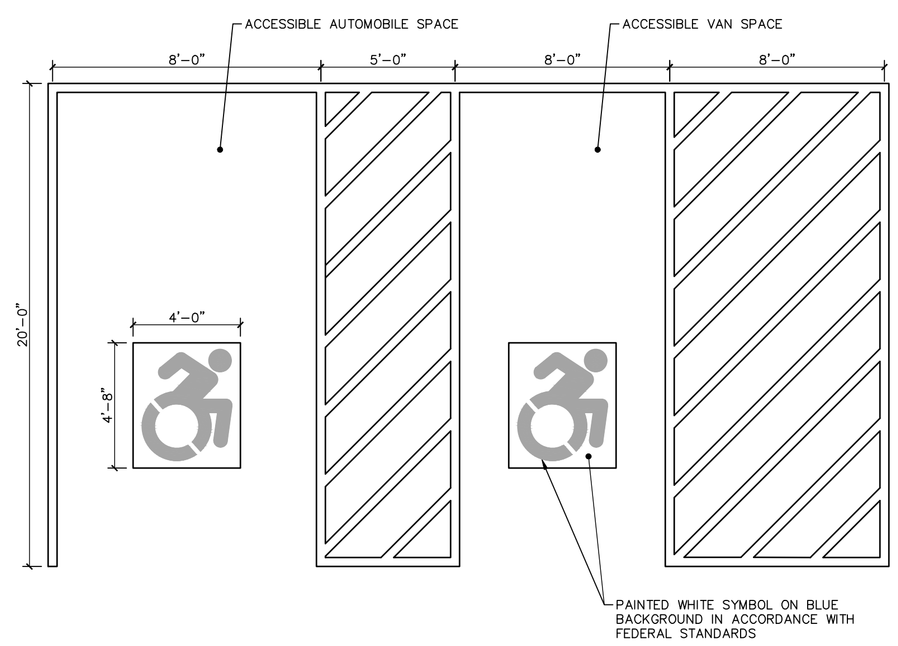

X HANDICAP RAMP DETAIL
SCALE: 1/8" = 1'–0"



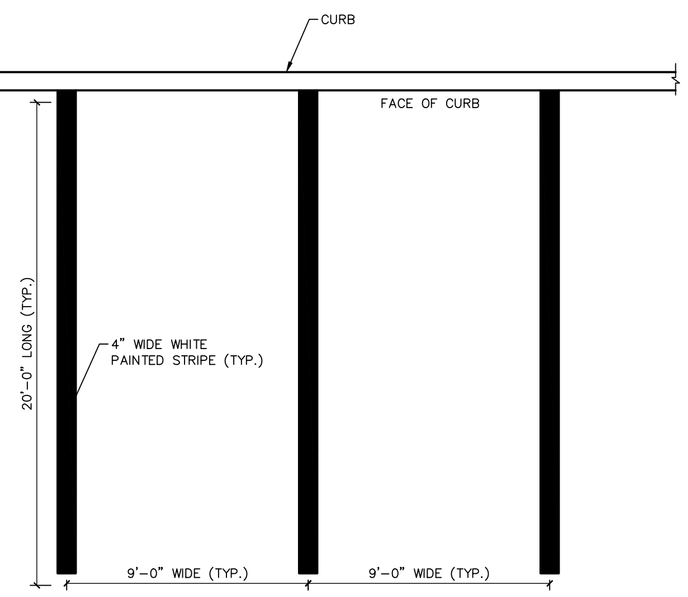

X PAVEMENT TRANSITION DETAIL
SCALE: 1" = 1'–0"



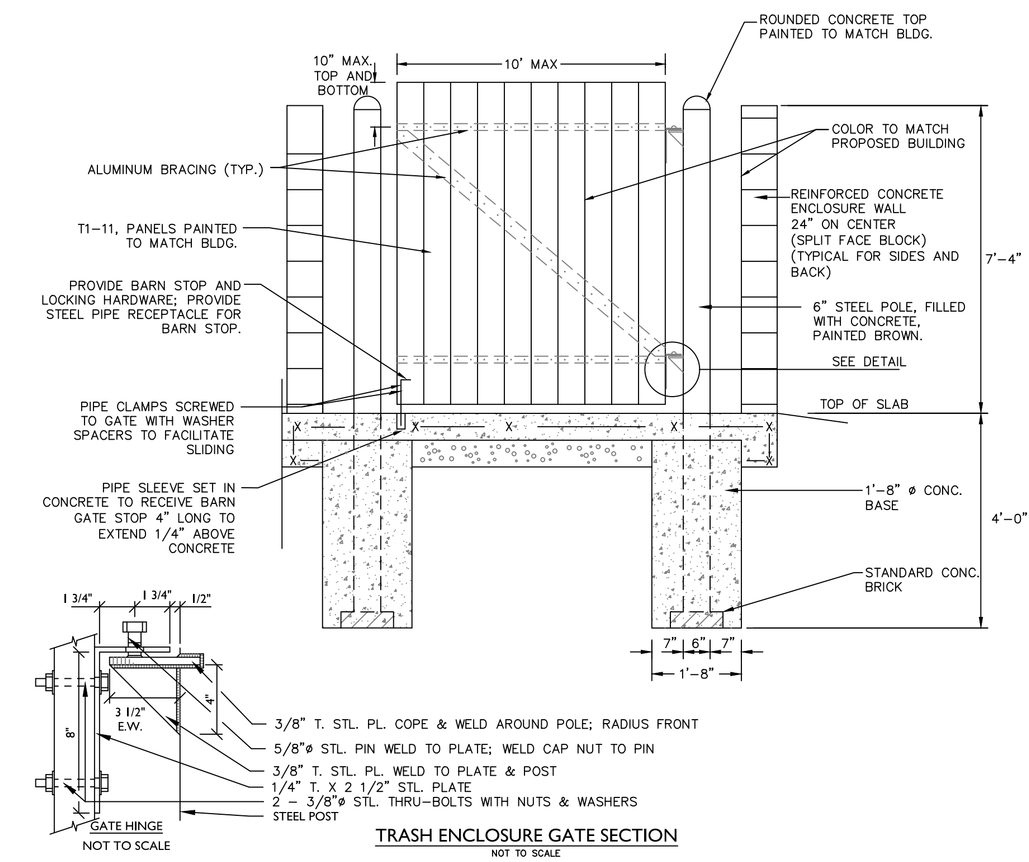

X ACCESSIBLE PARKING & ACCESS SIGNS
SCALE: 1/2" = 1'–0"




X ACCESSIBLE PARKING SPACE DETAIL
SCALE: 1/4" = 1'–0"

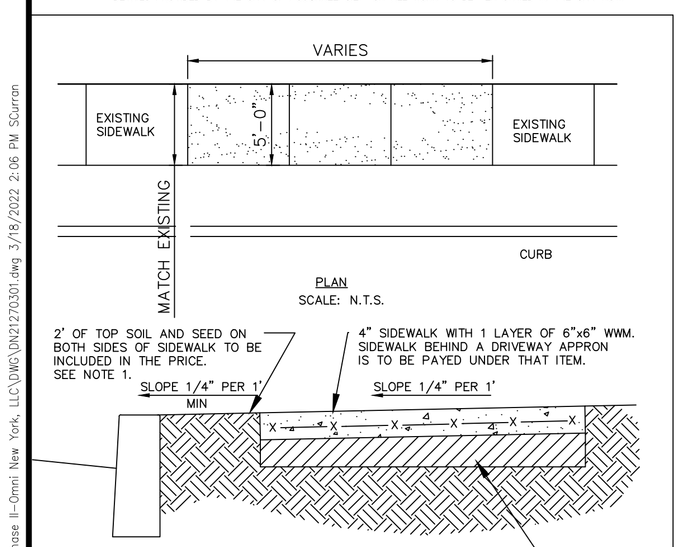



X PARKING SPACE STRIPE DETAIL
SCALE: 1/4" = 1'–0"




TRASH ENCLOSURE GATE SECTION
NOT TO SCALE
CONTRACTOR TO PROVIDE SELF CLOSING HINGES FOR GATE

DETAILS PROVIDED BY THE CITY OF POUGHKEEPSIE. FOR ALL WORK TO BE PERFORMED IN THE CITY ROW.

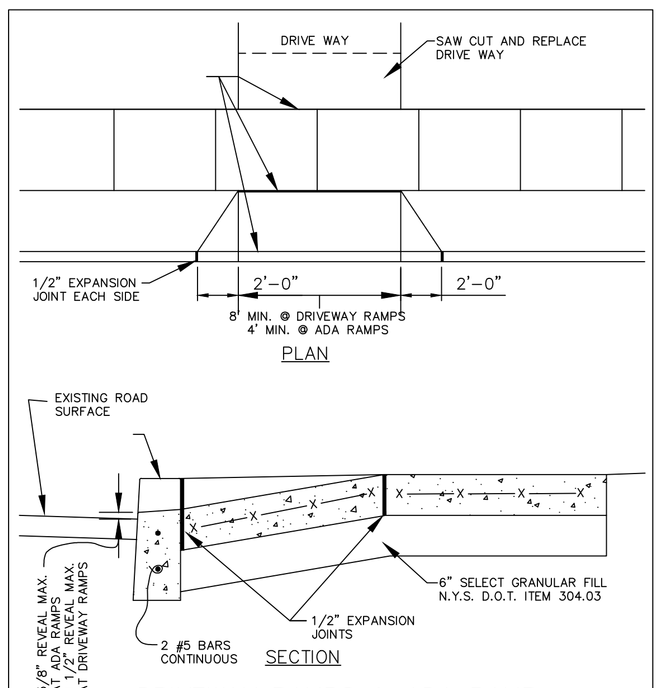



NOTES:
1. WHERE MATERIAL IS NOT USED THE CITY OF POUGHDEEPSIE WILL BE CREDITED IN AREAS WHERE MORE THAN THE SPECIFIED AMOUNT OF MATERIAL IS USED. MAJOR GRADE CHANGES WILL BE APROVED BY THE CITY ENGINEERING DEPT. AND WILL BE PAYED UNDER APROPRIATE ITEMS.

SECTION

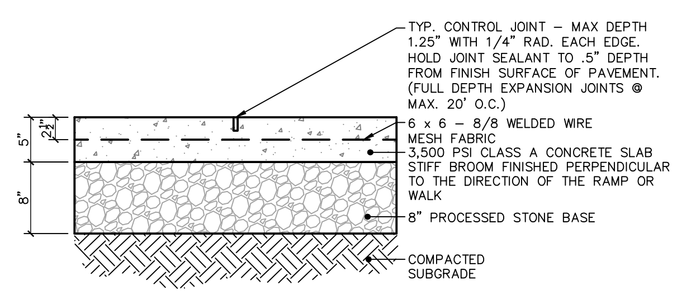
SIDEWALK DETAIL REPLACE & NEW

| | | |
|---|---|---|
| CITY OF POUGHKEEPSIE ENGINEERING DEPARTMENT<br>62 CIVIC CENTER PLAZA<br>POUGHKEEPSIE, NY 12602 | PROJECT: 001–DET<br>DATE: 5–16–00<br>SCALE: AS NOTED<br>DRAWN BY: JP | SIDEWALK DETAIL |

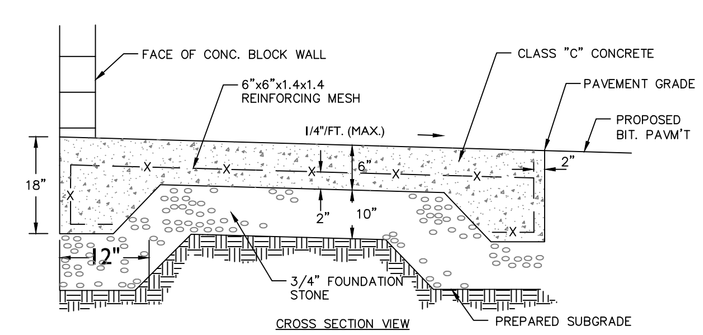



DRIVEWAY RAMPS & ADA RAMP
SCALE: 1"–1'–0"

| | | | |
|---|---|---|---|
| CITY OF POUGHKEEPSIE ENGINEERING DEPARTMENT<br>62 CIVIC CENTER PLAZA<br>POUGHKEEPSIE, NY 12602 | FILE NO.: 001–DET<br>DATE: 3–6–00<br>SCALE: AS NOTED<br>DRAWN BY: JP | DRIVEWAY & ADA RAMP DETIAL | 1<br>PAGE NO. |




X CONCRETE SIDEWALK SECTION DETAIL
SCALE: 1" = 1'–0"




HEAVY DUTY CONCRETE PAVING AND DUMPSTER PAD DETAIL
NOT TO SCALE

STATE OF NEW YORK
RODNEY E. MORRISON
074194
LICENSED PROFESSIONAL ENGINEER

| No. | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions


LRC GROUP
- Land Planning
- Civil Engineering
- Environmental Services
- Land Surveying
- Landscape Architecture

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

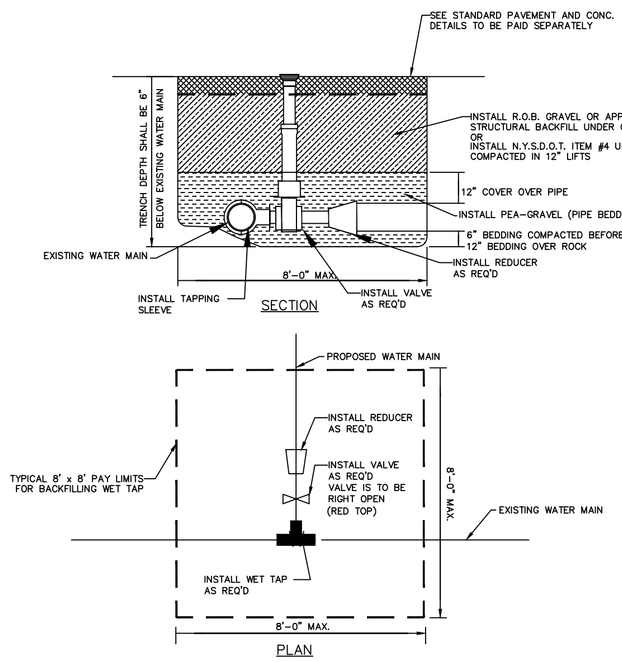

# SITE DETAILS

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | DN21270301.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20–2370 | DN-1 |
| Checked | KFC | Date | 2021–06–22 | |
| Approved | REM | Scale | AS NOTED | |

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\DN21270301.dwg 3/18/2022 2:06 PM SCurran

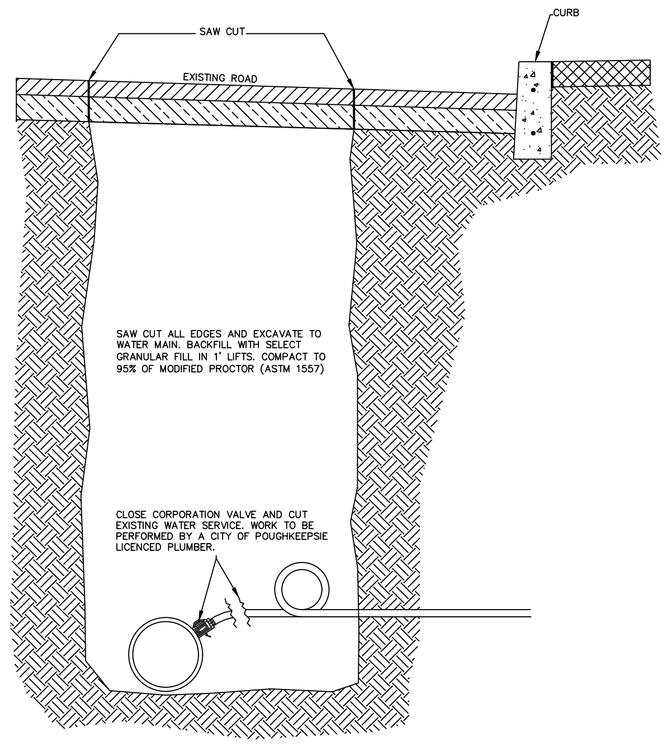



NOTE: ALL BACKFILL TO BE PLACED IN 1' LIFTS AND COMPACTED TO 95% OF MODIFIED PROCTOR (ASTM 1557)

## TAPPING SLEEVE & VALVE

SCALE: N.T.S.

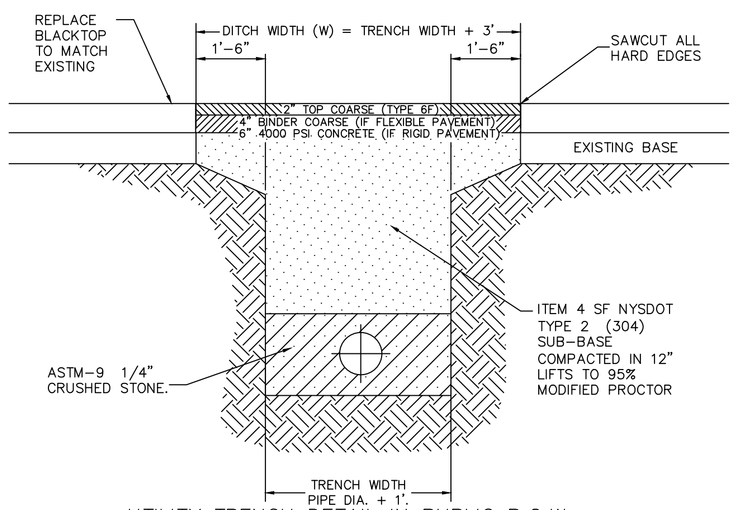
| | | | |
|---|---|---|---|
| CITY OF POUGHKEEPSIE ENGINEERING DEPARTMENT 80 WASHINGTON STREET POUGHKEEPSIE, NY 12602 | FILE NO.: | TAPPING SLEEVE & VALVE | 1 |
| | DATE: 3-6-00 | | |
| | SCALE: AS NOTED | | |
| | DRAWN BY: JP | | PAGE NO. |




## WATER SERVICE DISCONNECT AT MAIN

SCALE: N.T.S.

| | | | |
|---|---|---|---|
| CITY OF POUGHKEEPSIE ENGINEERING DEPARTMENT 80 WASHINGTON STREET POUGHKEEPSIE, NY 12602 | FILE NO.: | WATER DISCONNECT @ MAIN | 1 |
| | DATE: 08-21-08 | | |
| | SCALE: AS NOTED | | |
| | DRAWN BY: JTK | | PAGE NO. |

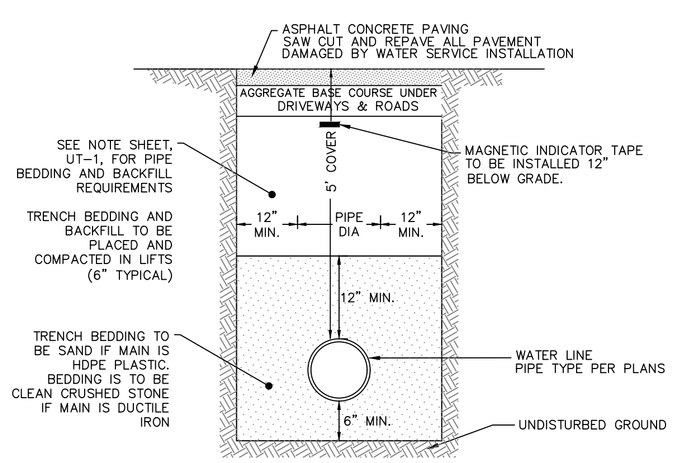



## UTILITY TRENCH DETAIL IN PUBLIC R.O.W.

NOTES:

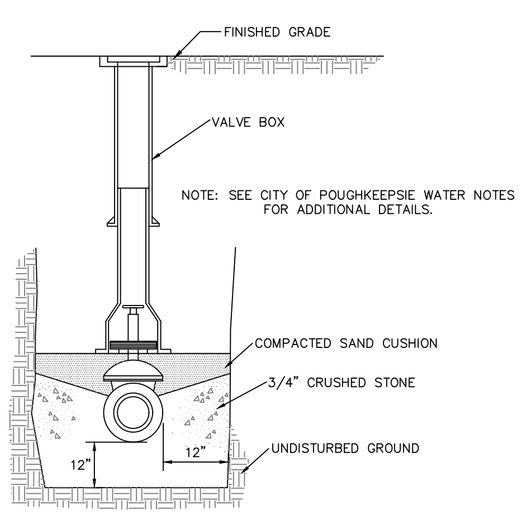
1. DITCH WIDTH SHALL EXTEND A MINIMUM OF ONE AND ONE-HALF FT. FROM THE EDGES OF THE TRENCH.
2. REPLACED BASE MATERIAL OVER TRENCH SHALL BE ITEM 4 COMPACTED IN 12" LIFTS.
3. PIPE BEDDING SHALL BE A MINIMUM OF 6" ABOVE AND BELOW PIPE
4. ALL JOINTS SHALL BE MECHANICALLY SAWED.
5. ALL JOINTS SHALL BE SQUARED TO THE EXISTING EDGE OF CURB AND/OR PAVEMENT, AND TACK COATED PER DETAIL.
6. ROAD SURFACE REPLACEMENT SHALL BE MINIMUM OF SIX INCHES OF ASPHALIC CONCRETE.
7. ASPHALT PAVEMENT TO BE PLACED IN TWO LIFTS AS SHOWN.

| | | | |
|---|---|---|---|
| CITY OF POUGHKEEPSIE ENGINEERING DEPARTMENT 62 CIVIC CENTER PLAZA POUGHKEEPSIE, NY 12602 | FILE NO.: | FLEXPAVE.DWG | TRENCH AND PAVEMENT DETAIL |
| | DATE: | 9-9-04 | |
| | SCALE: | AS NOTED | |
| | DRAWN BY: | ENGINEERING | |



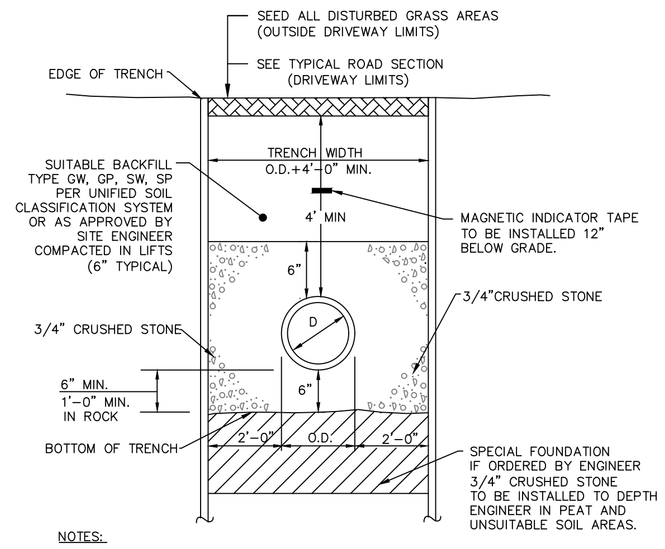

## WATER MAIN TRENCH

NOT TO SCALE




## VALVE AND VALVE BOX DETAIL

NOT TO SCALE




NOTES:

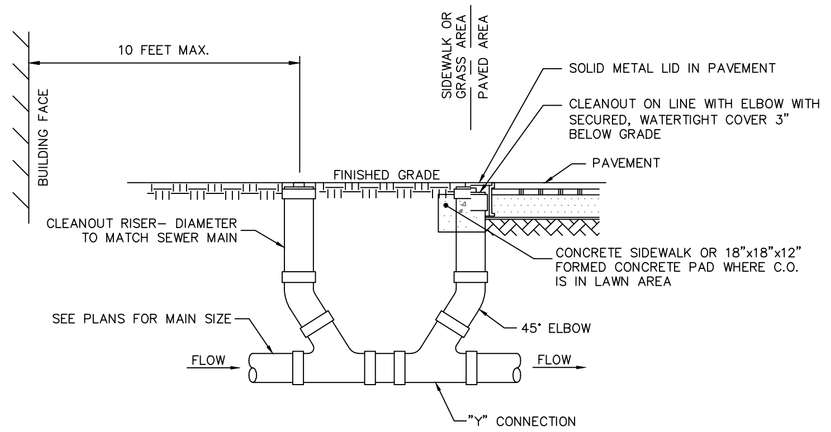
1. IF COVER IS LESS THAN 4 FEET INSULATION IS REQUIRED.

## SANITARY SEWER TRENCH SECTION

NOT TO SCALE

NOTES:

1. DOUBLE CLEANOUT TO BE INSTALLED ON ALL SEWER LATERALS WITHIN 10 FEET OF BUILDING FACE.
2. ANY LOCATIONS WITHIN PAVED AREAS SHALL HAVE COVERS THAT ARE H-20 LOAD RATED. ALL COVERS WHETHER IN PAVEMENT OR GRASS SHALL BE LABELED "SEWER".
3. ALL RISERS ARE TO MATCH THE SIZE OF THE SANITARY LINE.
4. IN LAWN AREAS INSTALL CONCRETE COLLAR 3 INCHES BELOW GRADE. COVER WITH TOP SOIL OR OTHER SURFACE TREATMENT AS DESIGNATED ON LANDSCAPE PLANS.

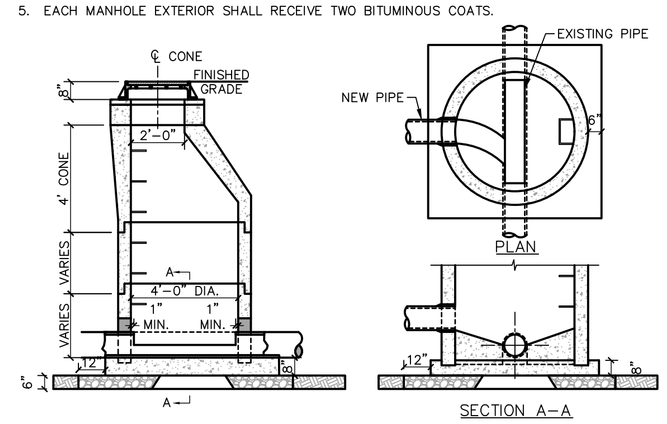



## DOUBLE SEWER CLEANOUT DETAIL

NOT TO SCALE

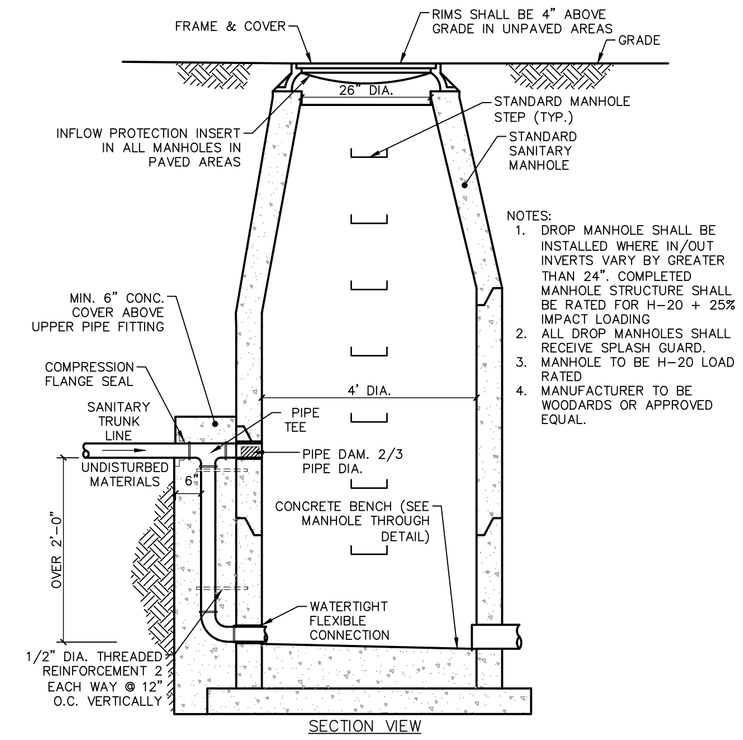
NOTES:

1. INVERT SHALL BE FILLETED.
2. REINFORCEMENT FOR MANHOLE AND SLAB TOP SHALL BE DESIGNED BY A LICENSED CONNECTICUT STATE PROFESSIONAL ENGINEER PRIOR TO CONSTRUCTION. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW. STRUCTURE SHALL BE DESIGNED FOR HS20-44 VEHICULAR LOADING PLUS 25% IMPACT.
3. CONCRETE TO TEST 4000 P.S.I. AT 28 DAYS IN CONFORMANCE WITH A.S.T.M. C-478.
4. BENCH SHALL BE BUILT FOR FLOW BETWEEN INLET AND OUTLET.
5. EACH MANHOLE EXTERIOR SHALL RECEIVE TWO BITUMINOUS COATS.




## DOGHOUSE SANITARY SEWER MANHOLE DETAIL

SCALE: 1/4"=1'-0"




NOTES:

1. DROP MANHOLE SHALL BE INSTALLED WHERE IN/OUT INVERTS VARY BY GREATER THAN 24". COMPLETED MANHOLE STRUCTURE SHALL BE RATED FOR H-20 + 25% IMPACT LOADING
2. ALL DROP MANHOLES SHALL RECEIVE SPLASH GUARD.
3. MANHOLE TO BE H-20 LOAD RATED
4. MANUFACTURER TO BE WOODARDS OR APPROVED EQUAL.

SECTION VIEW

## SANITARY SEWER DROP MANHOLE DETAIL

SCALE: 1/2" = 1'-0"

STATE OF NEW YORK · RODREYE MORRISON · LICENSED PROFESSIONAL ENGINEER · 071915

| No. | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions


LRC GROUP

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

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

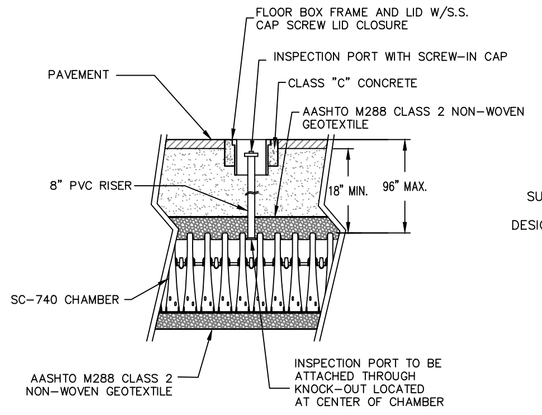

# SANITARY / WATER DETAILS

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

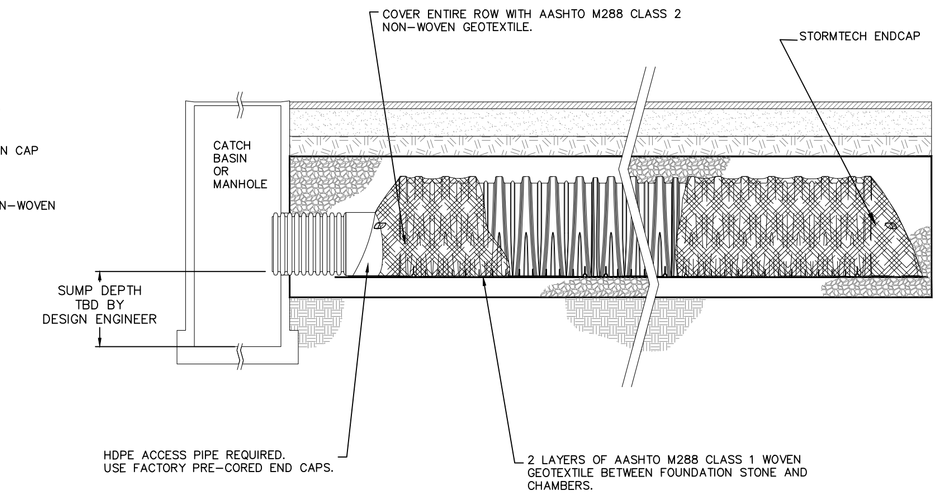
| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | DN21270302.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20-2370 | DN-2 |
| Checked | KFC | Date | 2021-06-22 | |
| Approved | REM | Scale | AS NOTED | |

X:\JOBS\Jobs 2021\21-2370-Admiral Halsey Phase II-Omni New York, LLC\DWG\DN21270302.dwg 3/18/2022 2:06 PM SCurran



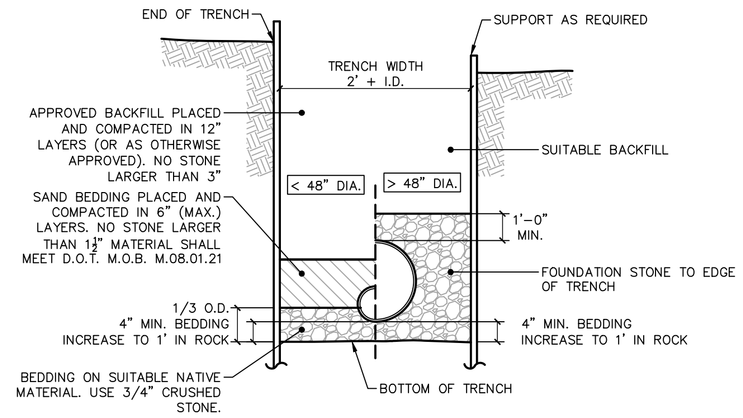

SC-740 INSPECTION PORT DETAIL

NOT TO SCALE



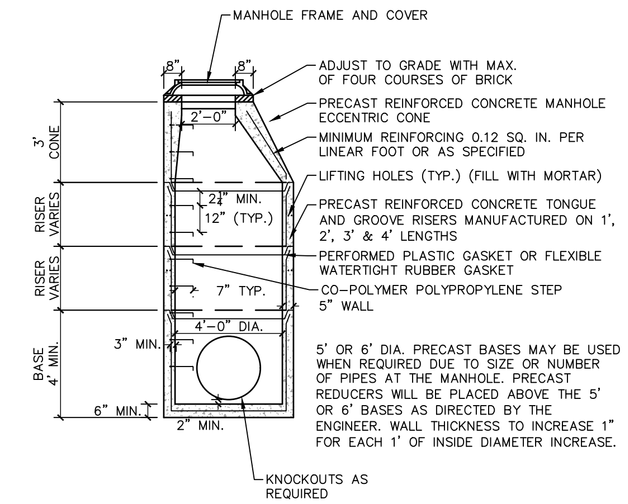

SC-740 ISOLATOR ROW DETAIL

NOT TO SCALE




TYPICAL STORM SEWER TRENCH SECTION DETAIL

SCALE: 1/4" = 1'-0"

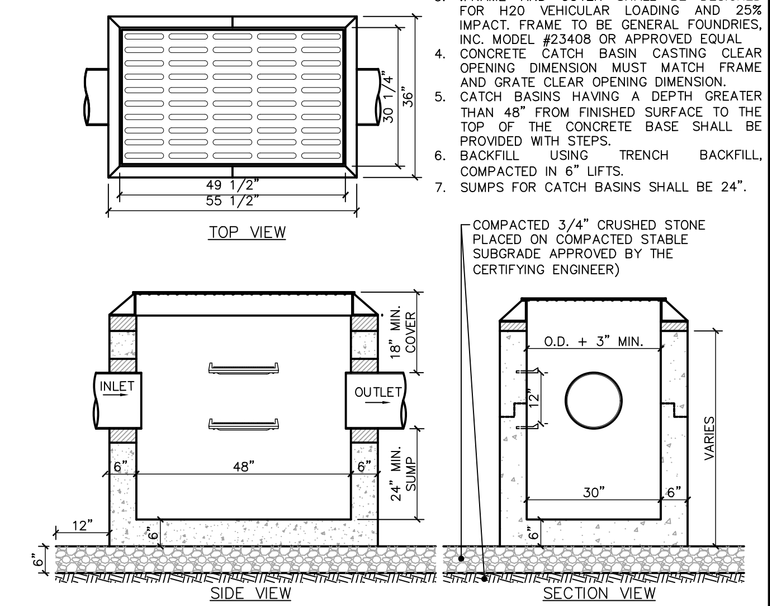



STORM DRAINAGE MANHOLE DETAIL

SCALE: 1/4" = 1'-0"

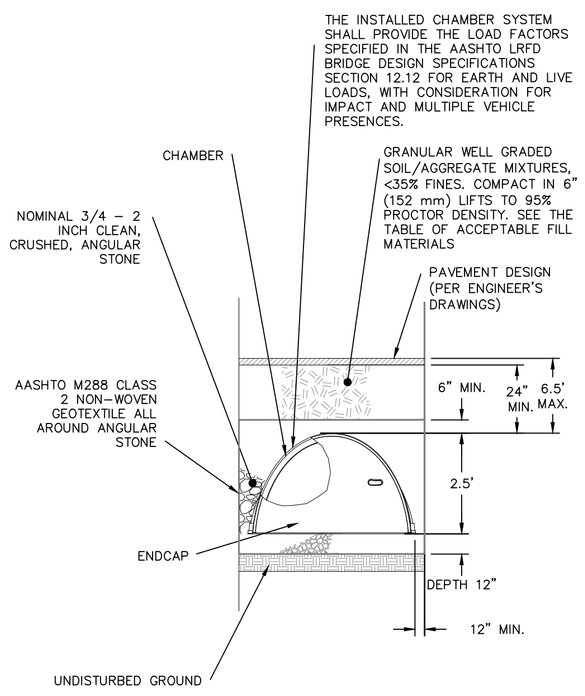
NOTES:

1. PRECAST CONCRETE CATCH BASIN SECTIONS AS MANUFACTURED BY FORT MILLER OR APPROVED EQUAL.
2. CATCH BASIN SHALL BE PRECAST CONCRETE. DESIGNED FOR H20 VEHICULAR LOADING AND 25% IMPACT.
3. FRAME AND COVER SHALL BE DESIGNED FOR H20 VEHICULAR LOADING AND 25% IMPACT. FRAME TO BE GENERAL FOUNDRIES, INC. MODEL #23408 OR APPROVED EQUAL.
4. CONCRETE CATCH BASIN CASTING CLEAR OPENING DIMENSION MUST MATCH FRAME AND GRATE CLEAR OPENING DIMENSION.
5. CATCH BASINS HAVING A DEPTH GREATER THAN 48" FROM FINISHED SURFACE TO THE TOP OF THE CONCRETE BASE SHALL BE PROVIDED WITH STEPS.
6. BACKFILL USING TRENCH BACKFILL, COMPACTED IN 6" LIFTS.
7. SUMPS FOR CATCH BASINS SHALL BE 24".




CURB LESS TYPE CATCH BASIN DETAIL

SCALE: 1/2" = 1'-0"



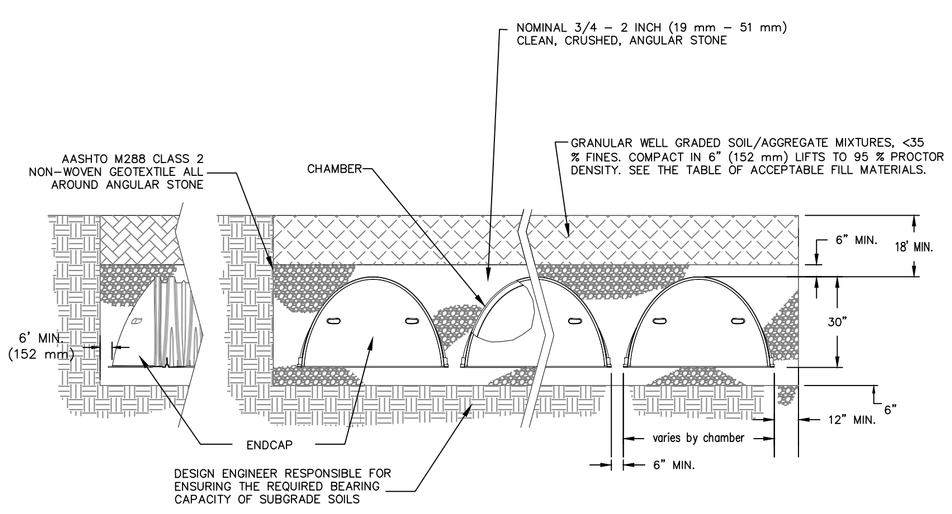

CHAMBER TYPICAL SC 740 CONSTRUCTION SECTION

NOT TO SCALE

PLEASE NOTE:

1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".

2. AS AN ALTERNATE TO PROCTOR TESTING AND FIELD DENSITY MEASUREMENTS ON OPEN GRADED STONE, STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9"[229 mm] (MAX) LIFTS USING TWO FULL COVERAGES WITH AN APPROPRIATE COMPACTOR.

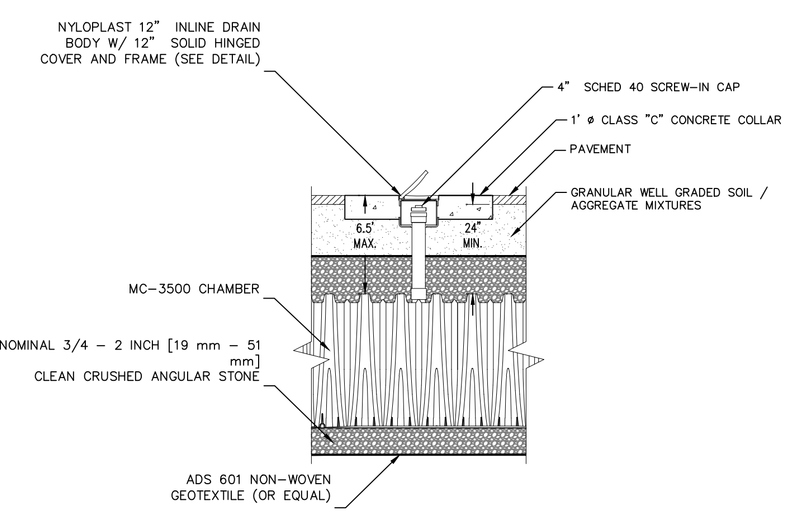


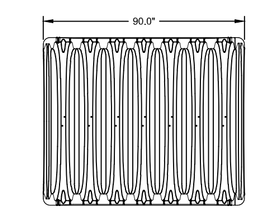

SC 740 CHAMBER TYPICAL CONSTRUCTION SECTION

NOT TO SCALE

NOTES:

1. INSPECTION PORTS MAY BE CONNECTED THROUGH ANY OF (6) CHAMBER CORRUGATION VALLEYS
2. ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.
3. INSPECTION PORT TO BE LOCATED AT EACH END OF ISOLATOR ROW, SEE PLANS



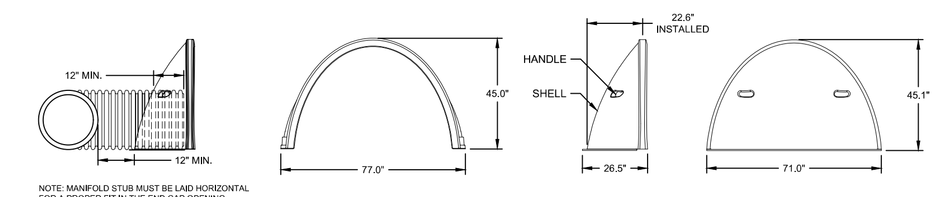



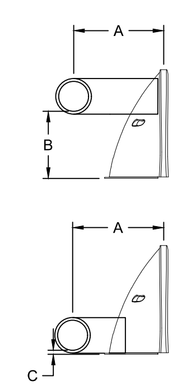

NOMINAL MC-3500 CHAMBER SPECIFICATIONS

| | |
|---|---|
| SIZE (L x W x H) | 90" x 77" x 45" |
| CHAMBER STORAGE | 109.9 $ft^3$ |
| MINIMUM INSTALLED STORAGE | 178.9 $ft^3$ |
| WEIGHT | 134 lbs. |

NOMINAL MC-3500 END CAP SPECIFICATIONS

| | |
|---|---|
| SIZE (L x W x H) | 26.5" x 71" x 45.1" |
| ENDCAP STORAGE | 15.6 $ft^3$ |
| MINIMUM INSTALLED STORAGE | 46.9 $ft^3$ |
| WEIGHT | 43 lbs. |

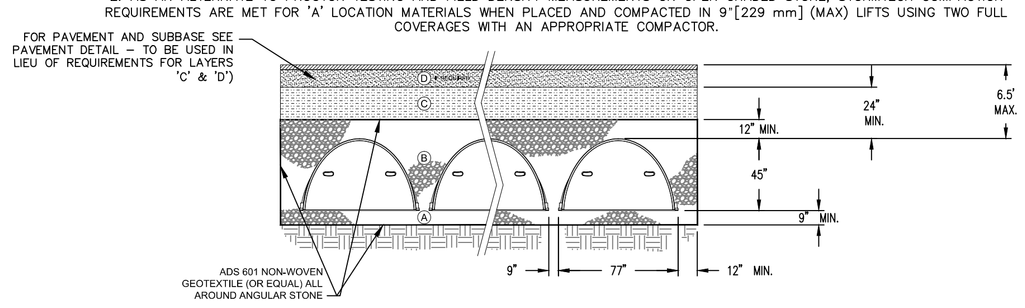


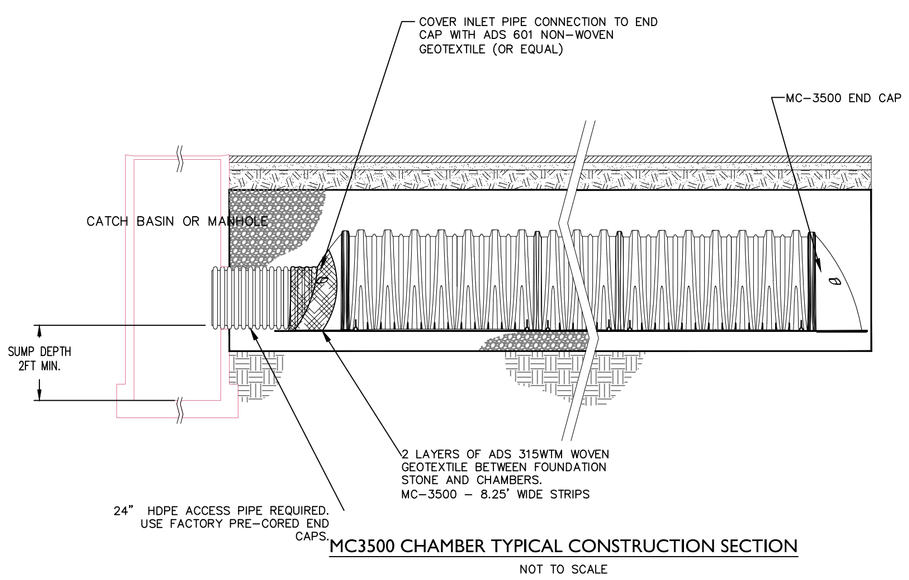




PART NUMBERS ENDING WITH "B" ARE FOR STUBS AT BOTTOM OF END CAP.
PART NUMBERS ENDING WITH "T" ARE FOR STUBS AT TOP OF END CAP.

| PART# | STUB | B | C |
|---|---|---|---|
| MC3500TEPE12T | 12" | 26.36" | N/A |
| MC3500TEPE12B | 12" | N/A | 1.35" |
| MC3500TEPE15T | 15" | 23.39" | N/A |
| MC3500TEPE15B | 15" | N/A | 1.50" |
| MC3500TEPE18T | 18" | 20.03" | N/A |
| MC3500TEPE18B | 18" | N/A | 1.77" |
| MC3500TEPE24T | 24" | 14.48" | N/A |
| MC3500TEPE24B | 24" | N/A | 2.06" |

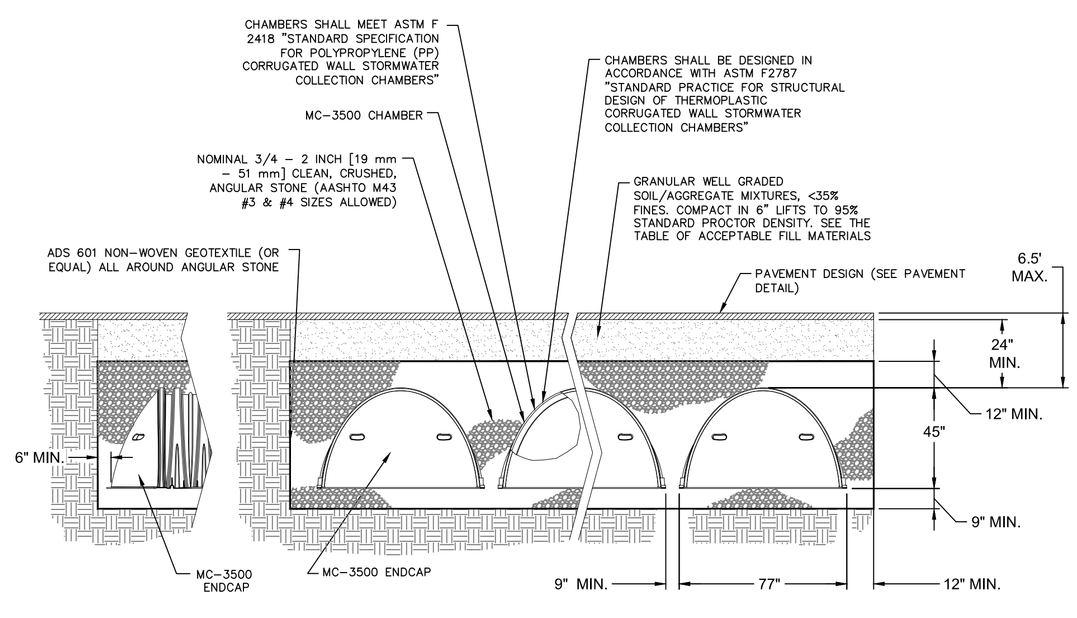
NOTE: ALL DIMENSIONS ARE NOMINAL




MC3500 CHAMBER TYPICAL CONSTRUCTION SECTION

NOT TO SCALE




MC3500 CHAMBER TYPICAL CONSTRUCTION SECTION

NOT TO SCALE

STATE OF NEW YORK
RODNEY E. MORRISON
LICENSED PROFESSIONAL ENGINEER
071419

| # | Date | Description |
|---|---|---|
| 1. | 12/21/2021 | REVISED PER COMMENTS |
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |

Revisions


LRC GROUP

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

160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877

85 Civic Center Plaza, Suite 103
Poughkeepsie NY 12601
Tel: 845.243.2880

1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.603.5730

www.lrcconsult.com

LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

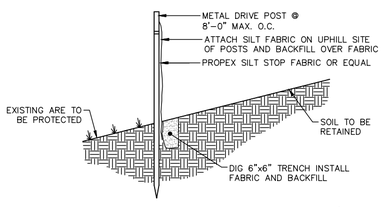

# STORMWATER DETAILS

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

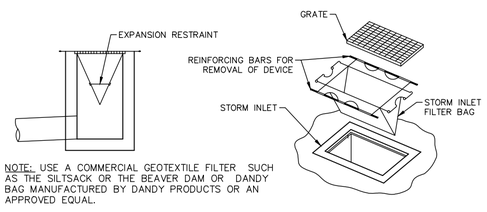
| | | | | | |
|---|---|---|---|---|---|
| Design/Calcs | BS | CAD File | DN21270303.dwg | Sheet No. | DN-3 |
| Drawn | SMC | Project No. | 20-2370 | | |
| Checked | KFC | Date | 2021-06-22 | | |
| Approved | REM | Scale | AS NOTED | | |


X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase II-Omni New York, LLC\DWG\DN21270303.dwg 3/18/2022 2:06 PM SCurran



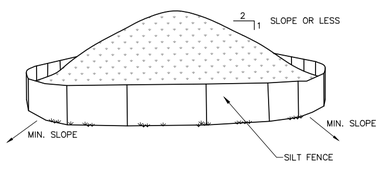

NOTE: FOR SLOPES > 5:1; PERPENDICULAR WINGS PLACED EVERY 100'
FOR SLOPES > 3:1 TO 5:1; PERPENDICULAR WINGS PLACED EVERY 75'
FOR SLOPES > 2:1 TO 3:1; PERPENDICULAR WINGS PLACED EVERY 50'

1 SILT FENCE DETAIL
SCALE: N.T.S.



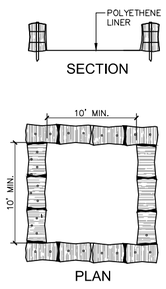

NOTE: USE A COMMERCIAL GEOTEXTILE FILTER SUCH AS THE SILTSACK OR THE BEAVER DAM OR DANDY BAG MANUFACTURED BY DANDY PRODUCTS OR AN APPROVED EQUAL.

2 SILT SACK DETAIL
SCALE: N.T.S.



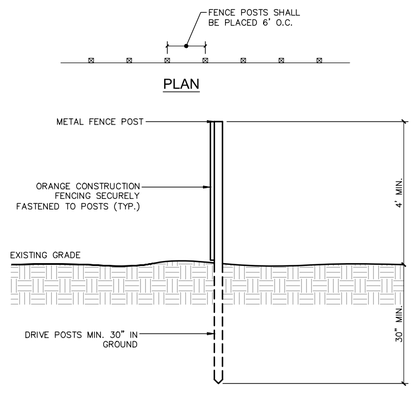

NOTES:
1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
2. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1V:2H.
3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
4. SEE SPECIFICATIONS FOR INSTALLATION OF SILT FENCE.
5. HAYBALES OR SILT SOCKS TO BE USED WHERE STOCKPILES ARE LOCATED ON PAVED AREAS.

3 MATERIALS STOCKPILE DETAIL
SCALE: N.T.S.

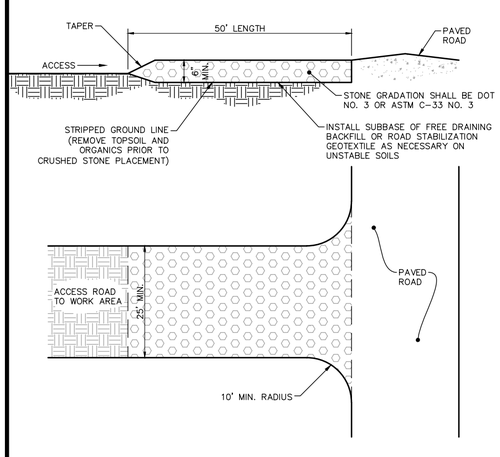



NOTES:
1. CONCRETE WASHOUT SIGN TO BE INSTALLED WITHIN 30 FEET OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
2. REMOVE HARDENED CONCRETE WHEN WITHIN 4" FROM TOP OF STRUCTURE.
3. CONSTRUCT NEW FACILITIES ONCE CURRENT FACILITIES ARE TWO-THIRDS FULL. IF CONCRETE HAS NOT HARDENED CONSTRUCT NEW FACILITIES ONCE CURRENT FACILITY IS TWO-THIRDS FULL.
4. LINERS, HAYBALES, ET.C SHALL BE INSPECTED FOR DAMAGE. ANY DAMAGE SHALL BE REPAIRED PROMPTLY.
5. SEPARATE FACILITIES TO BE USED FOR VEHICLE WASHING IF NEEDED.
6. NO CONCRETE IS TO BE WASHOUT OUT ON THE GROUND IN ANY LOCATION.

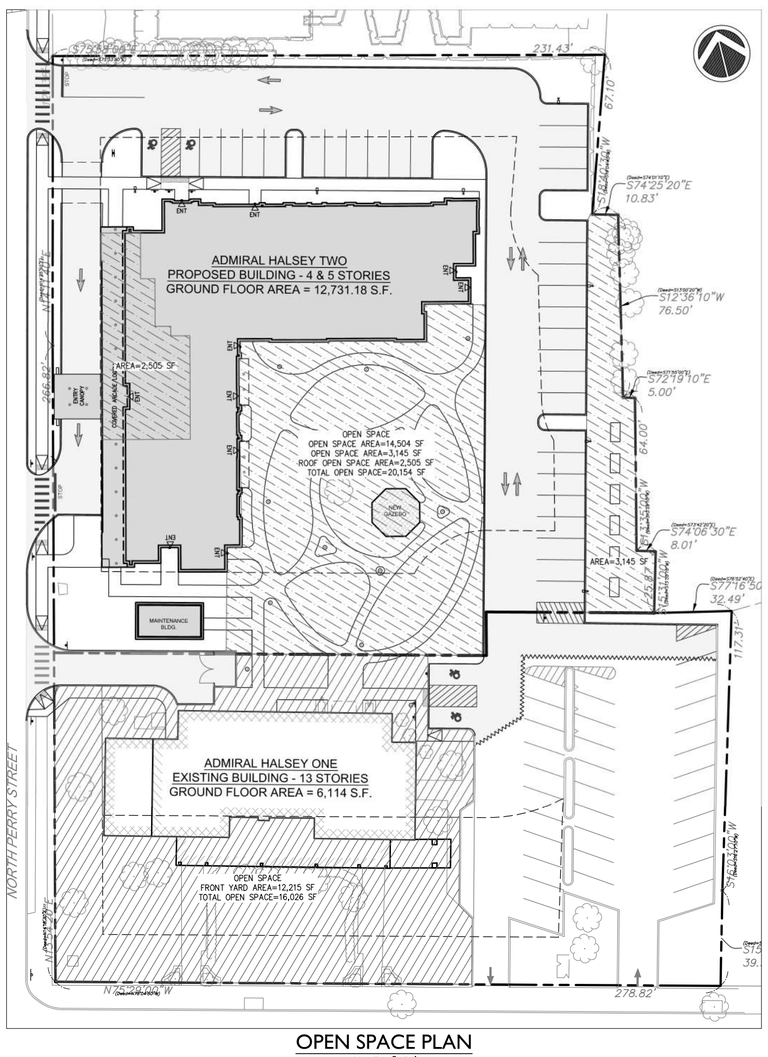
4 ABOVE GROUND TEMPORARY CONCRETE/VEHICLE WASHOUT FACILITY DETAIL
SCALE: 1/8" = 1'-0"



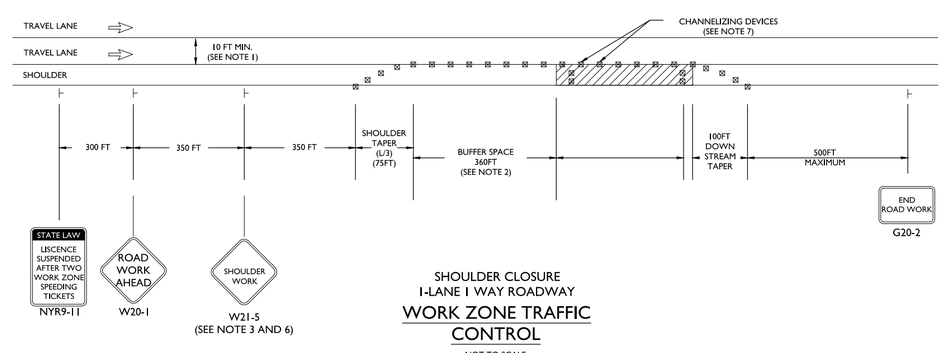

5 ORANGE CONSTRUCTION FENCE DETAIL
SCALE: 1/2" = 1'-0"



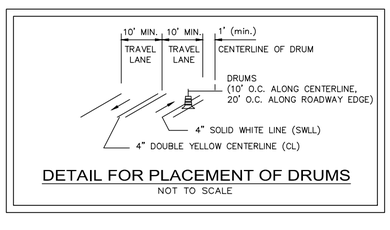

6 CONSTRUCTION ENTRANCE DETAIL
SCALE: 1/16" = 1'-0"




OPEN SPACE PLAN
SCALE: 1"=30'




SHOULDER CLOSURE
1-LANE 1 WAY ROADWAY
WORK ZONE TRAFFIC CONTROL
NOT TO SCALE




DETAIL FOR PLACEMENT OF DRUMS
NOT TO SCALE

GRAPHIC SCALE
20 10 0 20
SCALE IN FEET

| # | Date | Description |
|---|---|---|
| 2. | 2/28/2022 | REVISED PER COMMENTS |
| 3. | 3/22/2022 | REVISED PER COMMENTS |
| 4 | 7/6/2022 | REVISED PER COMMENTS |
| 5 | 7/15/2022 | REVISED PER COMMENTS |
| 6 | 7/25/2022 | REVISED PER COMMENTS |

Revisions

LRC GROUP
● Land Planning
● Civil Engineering
● Environmental Services
● Land Surveying
● Landscape Architecture
160 West Street, Suite E
Cromwell, CT 06416
Tel: 860.635.2877
85 Civic Center Plaza, Suite 204
Poughkeepsie NY 12601
Tel: 845.243.2880
1 International Blvd, Suite 400
Mahwah, NJ 07495
Tel: 908.605.5730
www.lrcconsult.com
LRC Engineering & Surveying, DPC
LRC Engineering & Surveying, LLC
LRC Environmental Services, Inc.

STATE OF NEW YORK · RODNEY E. MORRISON · LICENSED PROFESSIONAL ENGINEER · 071419

# EROSION CONTROL DETAILS

## ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

| | | | | |
|---|---|---|---|---|
| Design/Calcs | BS | CAD File | DN21270304.dwg | Sheet No. |
| Drawn | SMC | Project No. | 20-2370 | DN-4 |
| Checked | KFC | Date | 2021-06-22 | |
| Approved | REM | Scale | AS NOTED | |

X:\JOBS\Jobs 2021\21-2730-Admiral Halsey Phase I-Omni New York, LLC\DWG\DN21270304.dwg 7/25/2022 1:13 PM Kcampanelo

**PROJECT TITLE:**

# ADMIRAL HALSEY II

**PROJECT ADDRESS:**

135 MAIN STREET
POUGHKEEPSIE, NY 12601

**CLIENT:**

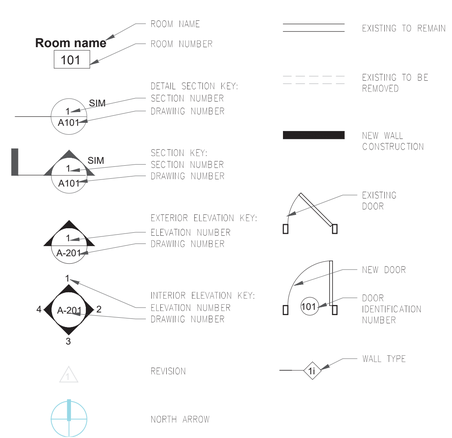
OMNI NEW YORK
909 THIRD AVE., 21ST FLOOR
NEW YORK CITY, NY 10022

## ABBREVIATIONS

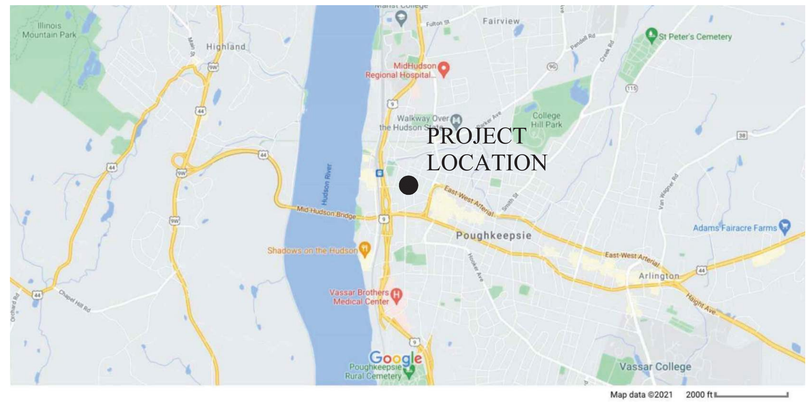
| | | |
|---|---|---|
| A | ACOUST. | ACOUSTICAL |
| | A.C.T. | ACOUSTICAL CEILING TILE |
| | A.F.F. | ABOVE FINISHED FLOOR |
| | ALUM. | ALUMINUM |
| | ANOD. | ANODIZED |
| | APPROX. | APPROXIMATE |
| | AVG. | AVERAGE |
| B | B.O. | BOTTOM OF |
| | BLDG. | BUILDING |
| | BLK'G. | BLOCKING |
| | BRG. | BEARING |
| C | CAB. | CABINET |
| | CLG. | CEILING |
| | C.J. | CONTROL JOINT |
| | C.L. | CENTER LINE |
| | CLOS. | CLOSET |
| | CLR. | CLEAR |
| | C.M.U. | CONCRETE MASONRY UNIT |
| | CNTR. | COUNTER |
| | COL. | COLUMN |
| | CONC. | CONCRETE |
| | CONSTR. | CONSTRUCTION |
| | CONT. | CONTINUOUS |
| | CONTR. | CONTRACTOR |
| | C.T. | CERAMIC TILE |
| D | DBL. | DOUBLE |
| | DIA. | DIAMETER |
| | DIM. | DIMENSION |
| | DN. | DOWN |
| | DR. | DOOR |
| | DTL. | DETAIL |
| | DWG | DRAWING |
| E | EA. | EACH |
| | E.I.F.S. | EXTERIOR INSULATION FINISH SYSTEM |
| | ELECT. | ELECTRIC/ELECTRICAL |
| | ELEV. | ELEVATION |
| | EQ. | EQUAL |
| | EQUIP. | EQUIPMENT |
| | ETC. | ET CETERA |
| | EXIST. | EXISTING |
| | EXT. | EXTERIOR |
| F | F.D. | FLOOR DRAIN |
| | FDN. | FOUNDATION |
| | F.E. | FIRE EXTINGUISHER |
| | FIN. | FINISH |
| | FIXT. | FIXTURE |
| | FLR. | FLOOR |
| | F.R.P. | FIBERGLASS REINF. PLASTIC |
| | FT. | FEET/FOOT |
| | FTG. | FOOTING |
| G | GA. | GAGE/GUAGE |
| | GALV. | GALVANIZED |
| | G.C. | GENERAL CONTRACTOR |
| | GL. | GLASS |
| | GYP. | GYPSUM |
| H | H.C. | HANDICAP ACCESSIBLE |
| | H.C. | HOLLOW CORE |
| | HDR. | HEADER |
| | H.M. | HOLLOW METAL |
| | H.P. | HIGH POINT |
| | H.R.C. | HEATING & REFRIGERATION CONTRACTOR(S) |
| | HT. | HEIGHT |
| | H.V.A.C. | HEATING, VENTILATION, AIR CONDITIONING |
| I | IN. | INCHES |
| | INFO. | INFORMATION |
| | INT. | INTERIOR |
| | INSUL. | INSULATION |
| J | J-BOX | JUNCTION BOX |
| | JST. | JOIST |
| K | K.E.S. | KITCHEN EQUIPMENT SUPPLIER |
| L | LAM. | LAMINATE |
| | LAV. | LAVATORY |
| | LBS. | POUNDS |
| | L.F. | LINEAL FOOT |
| | L.P. | LOW POINT |
| M | MANUF. | MANUFACTURER |
| | MAX. | MAXIMUM |
| | MECH. | MECHANICAL |
| | MIN. | MINIMUM |
| | MISC. | MISCELLANEOUS |
| | M.O. | MASONRY OPENING |
| | MSRY. | MASONRY |
| | MTD. | MOUNTED |
| | MTL. | METAL |
| N | N.I.C. | NOT IN CONTRACT |
| | N.T.S. | NOT TO SCALE |
| O | O.C. | ON CENTER |
| | O.D. | OUTSIDE DIAMETER |
| | O.H. | OPPOSITE HAND |
| | OPNG. | OPENING |
| | OPP. | OPPOSITE |
| | OPT. | OPTIONAL |
| P | PL. | PLATE |
| | PLUMB. | PLUMBING |
| | PLYWD. | PLYWOOD |
| | PNL. | PANEL |
| | PR. | PAIR |
| | PREP. | PREPARATION/PREPARED |
| | PT. | PART/POINT |
| R | R.A. | RETURN AIR |
| | RAD. | RADIUS |
| | RECPT. | RECEPTACLE |
| | REINF. | REINFORCING |
| | REQ'D. | REQUIRED |
| | R.O. | ROUGH OPENING |
| | R.T.U. | ROOF TOP UNIT |
| S | S.C. | SOLID CORE |
| | SCHD. | SCHEDULE |
| | SF. | STOREFRONT |
| | SHT. | SHEET |
| | SIM. | SIMILAR |
| | SPECS. | SPECIFICATIONS |
| | SPRINK. | SPRINKLERS |
| | SQ. | SQUARE |
| | S.S. | STAINLESS STEEL |
| | STD. | STANDARD |
| | STL. | STEEL |
| | STRUCT. | STRUCTURAL/STRUCTURE |
| | SUSP. | SUSPENDED |
| T | T.O. | TOP OF |
| | T&B | TOP & BOTTOM |
| | T&G | TONGUE & GROOVE |
| | TEMP. | TEMPERED |
| | TYP. | TYPICAL |
| V | V. | VOLT/VOLTAGE |
| | V.C.T. | VINYL COMPOSITION TILE |
| | VERT. | VERTICAL |
| W | W/ | WITH |
| | W/O | WITHOUT |
| | W.B. | WALL BASE |
| | W.C. | WATER CLOSET |
| | WD. | WOOD |
| | W.H. | WATER HEATER |
| | WDW. | WINDOW |
| | WT. | WEIGHT |
| | W.W.F. | WELDED WIRE FABRIC |

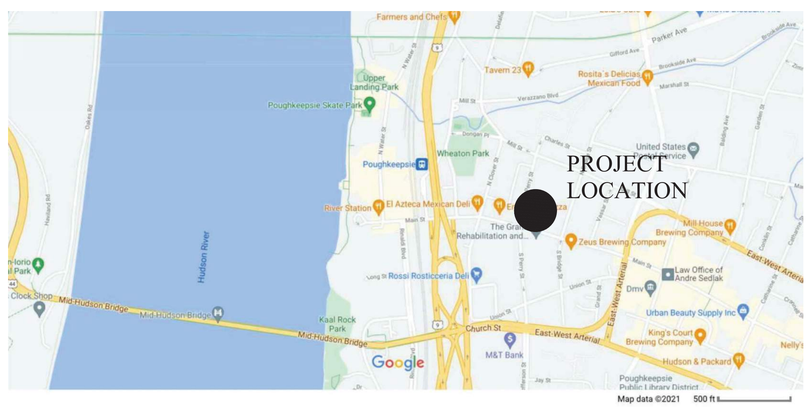
## SITE DATA

## SYMBOL LEGEND




## LOCATION MAP




## DRAWING INDEX


| Sheet Number | Sheet Name |
|---|---|
| 1 - GENERAL | |
| T-101 | TITLE SHEET |
| G-100 | ADJOINING PROPERTIES MAP |
| | |
| | |
| 2 - ARCHITECTURAL | |
| PZ-103 | WEST ELEVATION / SOUTH ELEVATION |
| PZ-104 | EAST ELEVATION / NORTH ELEVATION |
| PZ-105 | WEST & SOUTH SITE ELEVATIONS |
| PZ-106 | EAST & NORTH SITE ELEVATIONS |


*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
25 Van Wagner Road,
Poughkeepsie,
New York 12603
www.tinkarch.com


CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21st FLOOR
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12603

REGISTERED ARCHITECT STEVEN TINKELMAN 16528 STATE OF NEW YORK

TITLE SHEET

Date: 2021.12.17
Project number: Y1629.20

T-101

6/3/2021 10:45:37 AM

1 WEST ELEVATION
1/8" = 1'-0"

0' 4' 8' 16'

2 SOUTH ELEVATION
1/8" = 1'-0"

0' 4' 8' 16'

*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
25 Van Wagner Road,
Poughkeepsie,
New York 12603
www.tinkarch.com


CLIENT NAME:

OMNI NEW YORK

909 THIRD AVE; 21ST FL.
NEW YORK CITY, NY 10022

PROJECT NAME:

ADMIRAL HALSEY II

135 MAIN STREET
POUGHKEEPSIE, NY 12601

REGISTERED ARCHITECT STEVEN TINKELMAN 18528 STATE OF NEW YORK

WEST ELEVATION
SOUTH ELEVATION

Date: 2021.12.21

Project number: Y1629.20

PZ-103

C:\Users\sjuliano\Documents\Y1629.20 - Admiral Halsey II_CENTRAL_sjulianoB96QEP.rvt

12/1/2021 10:12:03 AM

1 EAST ELEVATION
1/8" = 1'-0"

2 NORTH ELEVATION
1/8" = 1'-0"

*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
25 Van Wagner Road,
Poughkeepsie,
New York 12603
www.tinkarch.com


CLIENT NAME:

OMNI NEW YORK

909 THIRD AVE; 21ST FL.
NEW YORK CITY, NY 10022

PROJECT NAME:

ADMIRAL HALSEY II

135 MAIN STREET
POUGHKEEPSIE, NY 12601

REGISTERED ARCHITECT STEVEN TINKELMAN 18526 STATE OF NEW YORK

EAST ELEVATION
NORTH ELEVATION

Date: 2021.12.21
Project number: Y1629.20

PZ-104

C:\Users\ajuliano\Documents\Y1629.20 - Admiral Halsey II_CENTRAL_ajuliano89QEP.rvt

12/1/2021 10:12:22 AM

② SITE SECTION: WEST ELEVATION
NOT TO SCALE

① SITE SECTION: SOUTH ELEVATION
NOT TO SCALE

*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
25 Van Wagner Road,
Poughkeepsie,
New York 12603
www.tinkarch.com

CLIENT NAME:

Omni New York

909 THIRD AVE; 21ST FL.
NEW YORK CITY, NY 10022

PROJECT NAME:

ADMIRAL HALSEY II

135 MAIN STREET
POUGHKEEPSIE, NEW YORK 12601

REGISTERED ARCHITECT STEVEN TINKELMAN 16526 STATE OF NEW YORK

WEST SITE SECTION
SOUTH SITE SECTION

Date: 2022.03.01
Project number: Y1629

PZ-105

C:\Users\jleichter\Documents\Y1629.20 - Admiral Halsey II_CENTRAL SITE_jleichter384D9.rvt
2/24/2022 11:42:22 AM

2 SITE SECTION: EAST ELEVATION
NOT TO SCALE

1 SITE SECTION: NORTH ELEVATION
NOT TO SCALE

*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
25 Van Wagner Road,
Poughkeepsie,
New York 12603
www.tinkarch.com

CLIENT NAME:
Omni New York
909 THIRD AVE; 21ST FL.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NEW YORK 12601

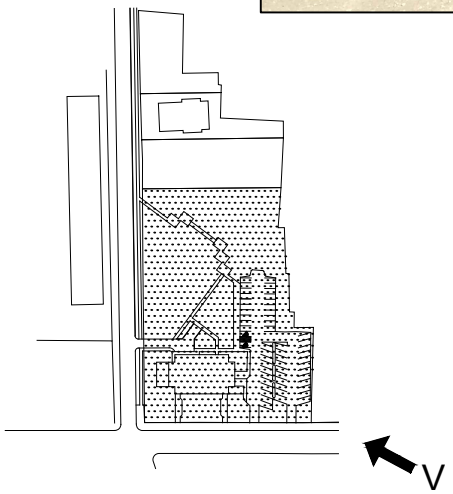
REGISTERED ARCHITECT STEVEN TINKELMAN 16526 STATE OF NEW YORK

EAST SITE SECTION
NORTH SITE SECTION

Date: 2022.03.01
Project number: Y1629

PZ-106

C:\Users\jleichter\Documents\Y1629-20 - Admiral Halsey II_CENTRAL SITE_jleichter38409.rvt
2/24/2022 11:42:45 AM




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

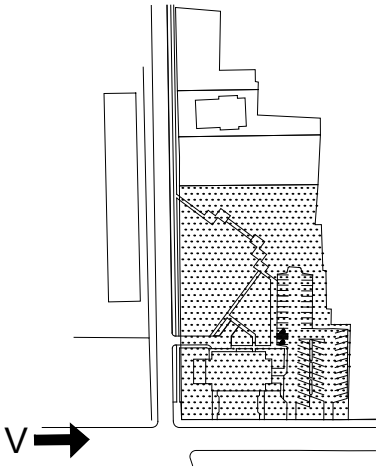
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-01




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

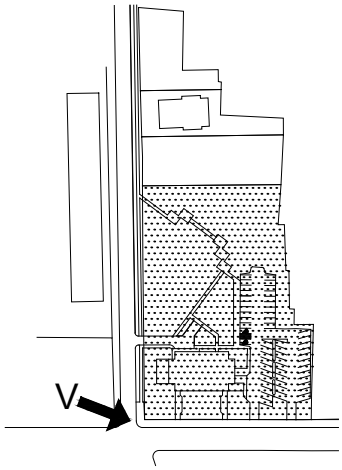
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-02




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

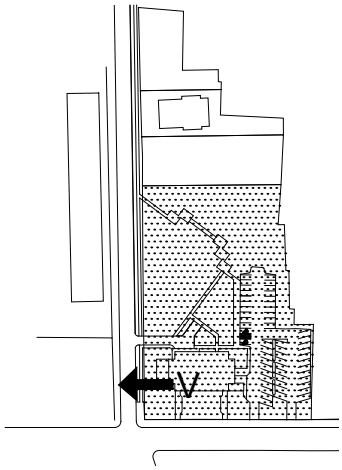
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-03




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

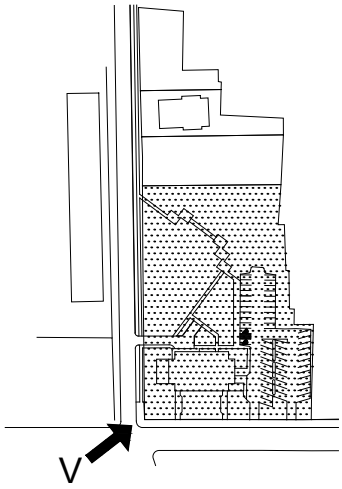
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-04




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

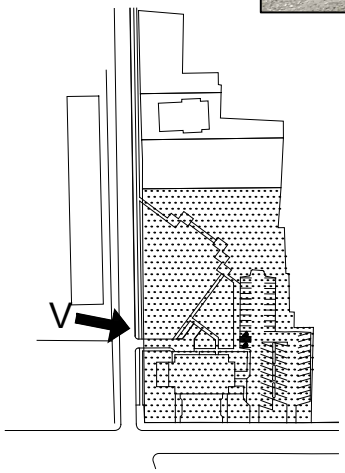
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-05




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

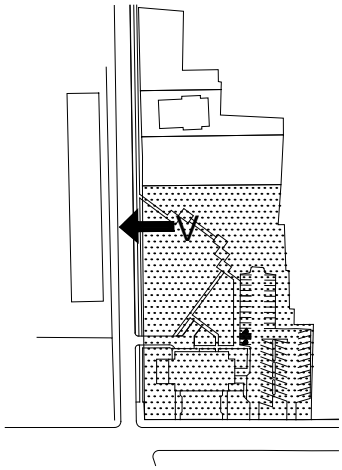
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-06




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

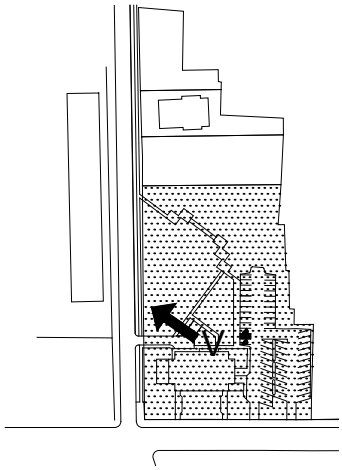
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-07



*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

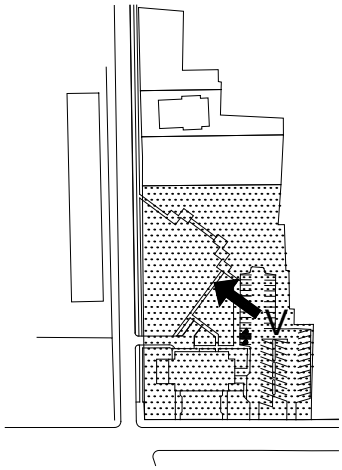

CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-08



*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

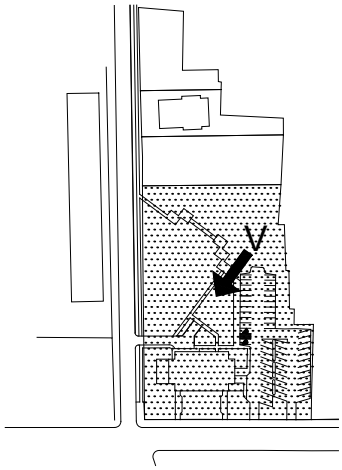

CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-09




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

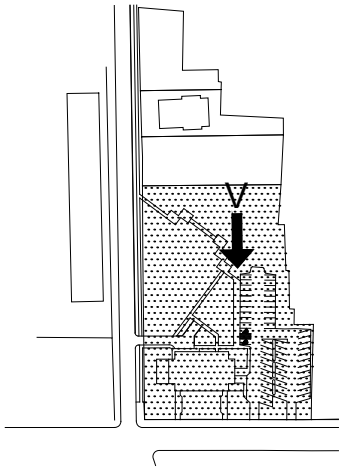
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-10



*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

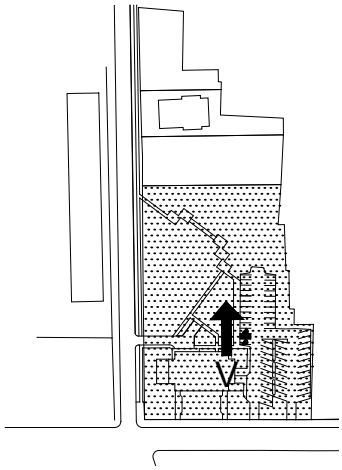

CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-11



*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

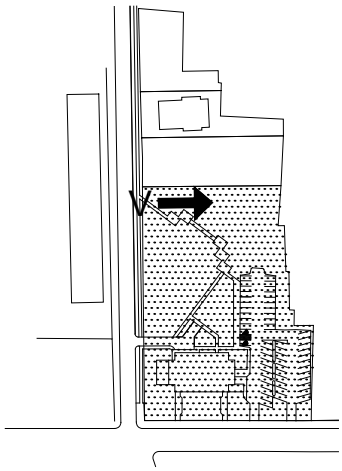

CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-12



*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

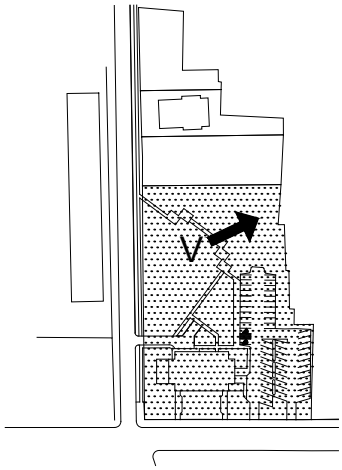

CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-13



*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

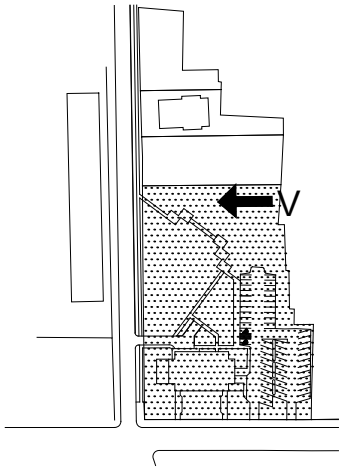

CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-14




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

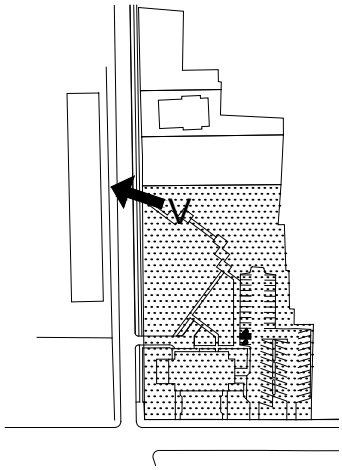
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-15




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

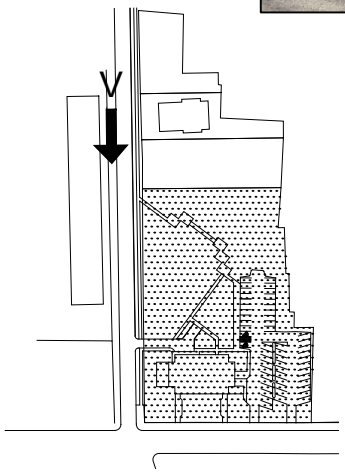
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2022
Project number: 1629.20

SP-16



*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

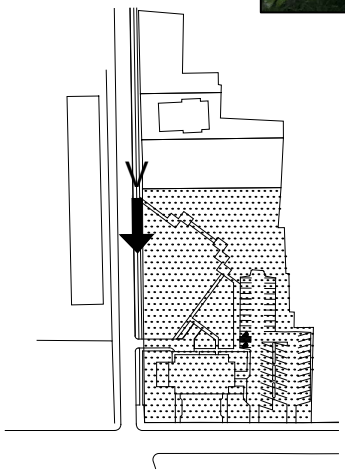

CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-17



*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.


TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

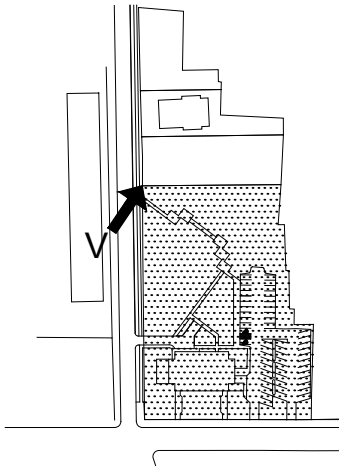

CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-18




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

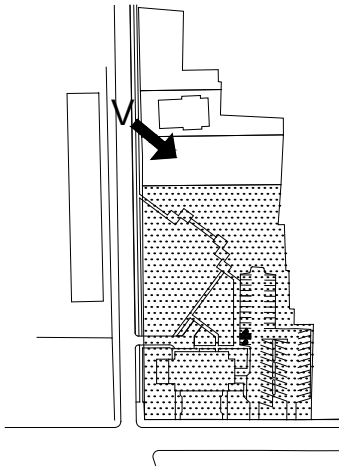
CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-19




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

CLIENT NAME:
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-20

CUDDY +FEDER LLP

300 Westage Business Center, Suite 380
Fishkill, New York 12524
T 845 896 2229
F 845 896 3672
cuddyfeder.com

Jennifer L. Van Tuyl
jvantuyl@cuddyfeder.com

August 9, 2022

Rebecca Valk, Esq.
City of Poughkeepsie Corporation Counsel
62 Civic Center
3rd Floor
Poughkeepsie, NY 12601

Re: Admiral Halsey 1 and 2—variance application and public hearing
Brief summary of applicable case law on "substantiality" of variances

Dear Rebecca:

I am writing to you in your capacity as counsel to the Zoning Board of Appeals. Tonight's agenda includes a public hearing on the 135 Main Street application for several area variances.

Several of these variances involve requests for variances that constitute a rather large numerical deviation from the code requirement. It is therefore important that the Zoning Board understand the applicable law applying to "substantiality" of the requested variances. "Substantiality" is one of the five factors that must additionally be considered, as part of the overall balancing test, weighing the benefit of the variance to the applicant against the detriment, if any, to the community caused by the variances.

I'm sure that you are fully familiar with the applicable law relating to substantiality, but I'm hoping that it is helpful to you to have some of the case precedent immediately at hand, if and when the question is raised by the Board as to what, if any, weight they should allow to a large numerical variation from the code requirement, independent of proof that the variance actually causes a harm to the community.

**Basic Principle**

A ZBA's determination that a variance is "substantial" (in terms of a large numerical deviation from the code requirement) is not enough to deny a variance absent proof that the variance actually causes a material detriment to the community. Some cases apply the "substantiality" test to the *impact* of the variance, rather than its mere numerical or statistical deviation from the code requirement. Other cases apply the "substantiality" test to the numerical standard, but hold

that a mere large deviation has no weight unless it creates a material detriment to the community caused by the deviation.

- Hargraves v. City of Rye Zoning Bd. of Appeals, 162 A.D.3d 1022, 1024 (2d Dep't 2018): "While the proposed variances were substantial, there was no evidence that the granting of the variances would have an undesirable effect on the character of the neighborhood, adversely impact physical and environmental conditions, or otherwise result in a detriment to the health, safety, and welfare of the neighborhood or community...."

- L& M Graziose, LLP v. City of Glen Cove Zoning Bd. of Appeals, 127 A.D.3d 863, 864-65 (2d Dep't 2015): "Here, the City of Glen Cove Zoning Board of Appeals...rationally concluded that the requested variances were substantial...However, there was no evidence before the ZBA to show that the granting of the variances would have an undesirable effect on the character of the neighborhood, adversely impact physical and environmental conditions, or otherwise result in a detriment to the health, safety, and welfare of the neighborhood or community. As the Supreme Court noted, similar variance requests were granted for properties in very close proximity to the subject property, and the ZBA's past pronouncements confirm that the character of the neighborhood would not be negatively affected by the granting of the variances. Therefore, the ZBA's determination lacked a rational basis."

- Lodge Hotel, Inc. v Town of Erwin Zoning Bd. of Appeals, No. 94817, 2007 WL 5649523, at *5 (Sup. Ct. Steuben Cty. Jan. 24, 2007): Finding that application for area variance to construct a second story should not have been denied because "[s]ubstantiality cannot be judged in the abstract; rather, the totality of relevant circumstances must be evaluated in determining whether the variance sought is, in actuality, a substantial one. When reviewing the application in the context of the overall impact it would have on the neighborhood, it is clear that the variance request is not substantial, especially when considering that the structure will have the outside appearance of a two-story building." The court went on to note that "[l]ooking at the variance request in such a vacuum is not an adequate indicator of the substantiality of Petitioner's application."

- Kleinhaus v. Zoning Board of Appeals of the Town of Cortlandt, N.Y.L.J. Mar. 26, 1996, p. 37, col. 7 (Sup. Ct. Westchester Co. 1996): Although a variance application to erect a 120-foot amateur radio antenna was considered to be statistically substantial with respect to the applicable 35-foot height maximum, the court determined that substantiality is "relative" and could not be gauged in the abstract. In assessing the practical magnitude of the variance, the court related the deviation to the height above the tree line, 40 feet, instead of a gross differential of 85 feet. Although crediting the board's finding that the variance was substantial, the court, nonetheless, concluded that such a finding "begs the question as the deviation only becomes relevant if it relates to an adverse effect in the neighborhood...."

**Basic Principle Applied to Particular Variances**

Variance for Lot Area

- Filipowski v. Zoning Bd. of Appeals of Vil. of Greenwood Lake, 38 A.D.3d 545, 547 (2d Dept 2007) ("With regard to the variance pertaining to the minimum lot size requirement for proposed lot one, although the evidence established that the variance sought was substantial, there was little, if any, evidence presented to demonstrate that granting the variance would have an undesirable effect on the character of the neighborhood, adversely impact on physical and environmental conditions, or otherwise result in a detriment to the health, safety, and welfare of the neighborhood or community…Therefore, the denial of this variance was arbitrary and capricious…").

- Lim-Kim v. ZBA of Village of Irvington, 586 N.Y.S.2d 633, 635 (2d Dep't 1992) (applicant's request for area variances permitting substandard lots were "fairly substantial," but since they were "unlikely to have an adverse impact on the surrounding neighborhood" the variance should not be denied.).

Variance for Setbacks

- Easy Home Program v. Trotta, 714 N.Y.S.2d 509, 510 (2d Dep't 2002) (although the requested variance from setback requirements was "arguably substantial," there was "no evidence that granting the variance would have an undesirable effect on the community or neighborhood…").

- Baker v. Brownlie, 670 N.Y.S.2d 216, 218 (2d Dep't 1998) (reviewing a ZBA's denial of variance for a patio not conforming to setback requirements, the court noted that while substantial, the variance should not have been denied because it "will not have any appreciable impact on physical or environmental conditions in the area."

Variance for Open Space

- Aydelott v. Town of Bedford Zoning Board of Appeals, N.Y.L.J. June 25, 2003, p. 21, col. 4 (Sup. Ct. Westchester Co. 2003) (reversing the ZBA's denial of an area variance for lot coverage, the court noted that "consideration of this percentage [of lot coverage] alone, taken in a vacuum, is not an adequate indicator of the substantiality . . . a large deviation can have little or no impact depending on the circumstances of the variance application.").

Variance for Parking

- 666 OCRTT, LLC V. Board of Zoning Appeals of the Town of Hempstead, 200 A.D.3d 682 (2d Dep't 2021) ("Here, while it was rational for the Board to conclude that the requested special exception permit and [parking count] variance were substantial, its determination to deny the petitioner's application was otherwise conclusory and lacked an objective factual basis...In particular, there was little or no evidence before the Board to show that the granting of the variance or special exception permit would have an undesirable effect on the character of the neighborhood, adversely impact physical and environmental conditions, or otherwise result in a detriment to the health, safety, and welfare of the neighborhood or community...Accordingly, the Board's determination to deny the petitioner's application lacked a rational basis, and the Supreme Court properly granted the petition.").

- Grogan v. Wright, 52 AD.3d 601, 602 (2d Dep't 2008) ("neither the size of the [parking space] variance nor the degree to which the applicant's difficulty may be deemed to have been self-created warranted the denial of the application").

Thank you for your consideration.

Very truly yours,

Jennifer L. Van Tuyl

5351767.1

Omni New York LLC

October 24, 2022

Hon. Scott Parker, Chair
City of Poughkeepsie Zoning Board of Appeals
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

RE: Regulations Regarding Affordability Covenants for Admiral Halsey Senior Village

Dear Chairman Parker and Members of the Zoning Board of Appeals:

This letter is intended to support the application for zoning variances at 135 Main Street, Poughkeepsie (e.g. "Admiral Halsey") and address the Board's concerns about the length of the income restrictions for the existing Admiral Halsey Senior Village ("AH I").

One of the zoning variances we have requested is for a parking reduction at both lots – the existing AH I and the to-be-constructed Admiral Halsey II ("AH II"). We have provided an updated expert Parking Report, prepared by Colliers Engineering & Design, dated September 2, 2022 that substantiates the current parking utilization at AH I – which reflects a fully occupied building of income-restricted Seniors and income-restricted disabled persons – warrants a reduced parking requirement for the existing building as well as the new building, which will also be occupied entirely by income-restricted Seniors. Comments have been made about the future use of the existing AH I and how long we can expect the tenants to be an income-restricted population that uses parking as it does currently.

We have included as an exhibit the 2007 Regulatory Agreement with the New York State Department of Homes and Community Renewal ("NYS HCR") for AH I, which shows in Section 3.1 that the income restrictions and the population requirements (e.g. Senior or Disabled) will last 40 years from the execution of the agreement – which is 2047 – no matter who owns or operates the property.

Additionally, it should be noted that because there are income restrictions at the property, the allowable rents remain significantly below market. The rents are limited such that any significant capital improvements or repairs will not be able to be financed by conventional loans and will require financing from NYS HCR in exchange for further extending the term of the income restrictions. It is therefore not financially feasible for AH I to be converted into market-rate housing and is reasonably expected AH I will remain an income restricted building for its useful life.

I hope this information provides useful context for the Board's further consideration of the application for variances. Thank you.

Sincerely,

Ken Spillberg
Senior Vice President of Development
Omni New York LLC

909 Third Avenue, 21st Floor, New York, NY 10022 phone: 646-502-7200 fax: 212-486-0362

# DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO :

NYS HOUSING FINANCE AGENCY
641 LEXINGTON AVE
NEW YORK NY 10022

RECORDED: 09/28/2007

AT: 15:22:10

DOCUMENT #: 01 2007 13632

RECEIVED FROM: ADVANTAGE TITLE

MORTGAGOR: ADMIRAL HALSEY LP
MORTGAGEE: NYS HOUSING FINANCE AGENCY

RECORDED IN: MORTGAGE
INSTRUMENT TYPE: NO FEE/AGMT

TAX
DISTRICT: CITY OF POK

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: .00

NUMBER OF PAGES: 46

MORTGAGE AMOUNT:

MORTGAGE TYPE: NO TAX/NO SER.#

COUNTY TAX:
MTA TAX:
SPECIAL ADDL TAX:
1-6 FAMILY TAX:

*** DO NOT DETACH THIS
*** PAGE
*** THIS IS NOT A BILL

TOTAL TAX:

SERIAL NUMBER:

AFFIDAVIT: 4

COUNTY CLERK BY: MOK /_____
RECEIPT NO: R65033
BATCH RECORD: B00326

BRADFORD KENDALL
County Clerk

0 1 2 0 0 7 1 3 6 3 2

kgent Doc #: 01200713632 Printed Page 1 of 46

This **Regulatory Agreement** ("Agreement"), entered into as of September 19, 2007 by and between **ADMIRAL HALSEY, L.P.** a New York limited partnership, having its principal address at c/o Omni New York LLC, 885 Second Avenue, Floor 31, Suite C, New York, New York 10017 ("Borrower"), **ADMIRAL HALSEY APARTMENTS INC.,** a limited profit housing company organized pursuant to Article II of the New York Private Housing Finance Law, having its principal address at c/o Omni New York LLC, 885 Second Avenue, Floor 31, Suite C, New York, New York 10017 ("Fee Title Holder") and the **NEW YORK STATE HOUSING FINANCE AGENCY** ("Agency"), a corporate governmental agency established pursuant to Article III of the PHFL, constituting a public benefit corporation, having its principal place of business at 641 Lexington Avenue, New York, New York 10022

**W I T N E S S E T H:**

**WHEREAS**, the Borrower is the beneficial owner and operator and the Fee Title Holder is the fee title owner of a 119 unit (including one superintendent's unit) rental housing project known as Admiral William F. Halsey Senior Village Apartments ("Project") located at 135 Main Street in the City of Poughkeepsie in Duchess County, New York ("Premises") as more fully described in Schedule "A" attached hereto and made a part hereof; and

**WHEREAS**, the Agency is issuing its New York State Housing Finance Agency Admiral Halsey Senior Apartments Housing Revenue Bonds, 2007 Series A (the "Bonds"), the interest on which is to be exempt from federal income tax pursuant to §103 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereunder (collectively, the "Code" as further defined herein); and

**WHEREAS**, the Bonds are being issued pursuant to certain resolutions of the Agency adopted on July 26, 2007 (collectively, the "Resolution"); for purposes of this Agreement, the term "Bonds" shall include any bonds issued to refund the Bonds; and

**WHEREAS**, The Bank of New York shall act as trustee under the Resolution (the "Trustee"); and



kgent Doc #: 01200713632 Printed Page 2 of 46

**WHEREAS**, the Bonds will be credit enhanced by a letter of credit ("LOC") issued by Citibank N.A. ("LOC Bank"); and

**WHEREAS**, the proceeds of the Bonds will be used to fund a portion of the acquisition and rehabilitation of the Project pursuant to a mortgage loan ("Mortgage Loan") from the Agency to the Borrower in an amount not to exceed $6,650,000 which Mortgage Loan will be evidenced by a promissory note (the "Note") evidencing the Borrower's liability for the Mortgage Loan funded with proceeds of the Bonds and secured by a Mortgage, Assignment of Leases and Rents and Security Agreement dated as of September 19, 2007 (the "Mortgage") granted by the Borrower which will be recorded in the Office of the County Clerk of Duchess County, State of New York; and

**WHEREAS**, in addition to the Mortgage Loan, the Mortgagee shall fund the acquisition and rehabilitation of the Project with a subordinate loan to the Mortgagor the amount of Three Million Nine Hundred Twenty Thousand Dollars ($3,920,000) (the "Subsidy Loan"); and

**WHEREAS**, in order to secure certain of the Mortgagor's floating-to-fixed interest rate exchange agreement obligations between Mortgagor and Mortgagee, the Mortgagor has give to the Mortgagee a subordinate mortgage dated as of September 19, 2007 in the maximum amount of $783,000 ("Swap Mortgage") (which is to be assigned to the Bank), the lien of which Swap Mortgage is intended to be and will be subordinate to the lien of the Mortgage and the lien of the Subsidy Mortgage; and

**WHEREAS**, its is anticipated that upon completion of the rehabilitation of the Project, ninety-five percent (95%) of the revenue-generating units or 112 units are expected to be set-aside for tenants with incomes at or below 60% of the Poughkeepsie-Newburgh-Middletown Area Median Income ("AMI") adjusted for family size("Low Income Units") and 5 revenue generating units with tenants having incomes in excess of 60% of the AMI are expected to qualify for Section 8 enhanced vouchers as a result of household income being less than 95% of AMI. All revenue producing units



kgent Doc #: 01200713632 Printed Page 3 of 46

will be occupied by households in which at least one member is handicapped or not less than 62 years of age.

**WHEREAS**, the permanent number of Low Income Units will be determined after completion of the rehabilitation of the Project and on or before the issuance by the Agency of IRS form 8069, but at all times not less than forty percent (40%) of the Project's revenue producing units shall be occupied by households with incomes at or below sixty percent (60%) of the area median income adjusted for family size; and

**WHEREAS**, the Borrower has entered into an Agreement for Interest Reduction Payments ("IRP Agreement") with the Secretary of Housing and Urban Development ("HUD") and the Agency; and

**WHEREAS**, in order to induce HUD to execute the IRP Agreement, the Borrower has also entered into a Use Agreement ("Use Agreement") with HUD whereby the Project will continue to be operated in accordance Section 236 of the National Housing Act; and

**WHEREAS**, pursuant to the IRP Agreement, the Project is entitled to the benefits of certain interest rate reduction payments pursuant to Section 236 of the National Housing Act; and

**WHEREAS**, the Agency has found and determined that the Project is to be occupied by persons or families of low or moderate income pursuant to the restrictions set forth in this Agreement; and

**WHEREAS**, the Agency is a credit administering agency under §42 of the Code, and the Agency has approved the allowance to the Borrower of low-income housing tax credits ("LIHTC") pursuant to §42(h)(4) of the Code; and

**WHEREAS**, the Agency requires, as a condition of the issuance of the Bonds, financing of the Mortgage Loan, and the allocation to the Project of LIHTC, that the Borrower agrees to the restrictions running with the land and binding on all of Borrower's successors, assigns, heirs,



kgent Doc #: 01200713632 Printed Page 4 of 46

grantees or lessees for the term of the Agreement as set forth herein, and the Mortgage, and that the Borrower consents to be regulated by the Agency to: (i) preserve the tax-exempt status of the Bonds; (ii) meet the requirements of §44.29-a of the PHFL; (iii) meet the requirements of §42 of the Code with regard to LIHTC; and (iv) to ensure that other public benefit requirements are met;

**NOW THEREFORE**, the parties do hereby agree as follows:

1.0 **DEFINITIONS** - Except as otherwise defined herein, all capitalized words and phrases herein shall have the meanings assigned to such terms in the Mortgage and the Code. For general rules of interpretation, see section 7.1. In addition, the following words and phrases as used in this Agreement shall have the following meanings:

(a) "Agency" shall mean the New York State Housing Finance Agency.

(b) "Agreement" shall mean this Regulatory Agreement.

(c) Applicable Rules" shall have the meaning defined for such term in the "Guidelines," as defined hereinafter.

(d) "AMI" shall have the meaning assigned in the recitals to this Agreement; references to 60% of AMI shall mean amounts established by HUD constituting 120% of the Very Low Income Limit for HUD's Section 8 programs.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended, the Treasury Regulations, and published administrative positions of the Internal Revenue Service set forth in Revenue Procedures, Revenue Rulings, and other Internal Revenue Service publications with binding authority applicable thereunder.

(f) "Compliance Period" shall have the meaning assigned in section 3.1.

(g) "Credit Period" shall have the meaning assigned in sections 3.1.

(h) "Early Termination" shall have the meaning assigned in section 3.2(b).

(i) "ELIHC" shall have the meaning assigned in section 3.2(a).

(j) "Eligible Basis" shall have the meaning assigned in section 6.2(a)(5).

(k) "Event of Default" shall have the meaning assigned in section 2.1.

(l) "Extended Use Period" shall have the meaning assigned in section 3.2(b).

(m) "Federal Section 8" shall have the meaning assigned in section 3.1.

(n) "Governmental Entity" shall have the meaning assigned in section 5.6(a).

(o) "Gross Rent Floor" shall have the meaning assigned in the Code.

(p) "Guidelines" shall mean the Agency's Fair Housing and Tenant Selection Guidelines, as the same may be amended from time to time.

(q) "Individuals of Low Income" shall mean individuals and families: (i) whose income



kgent Doc #: 01200713632 Printed Page 5 of 46

is 60% or less of area median gross income for purposes of §§142(d)(2)(B) and 142(d)(3) of the Code and §1.103-8(b)(8)(v) of the Tax Regulations (except that "60 percent" shall be substituted for "80 percent" therein) and (ii) who are individuals of low and moderate income within the meaning of the New York State Housing Finance Agency Act, Article III of the PHFL.

(r) "Investors" shall have the meaning assigned in section 5.5(a).

(s) "LOC" and "LOC Bank" shall have the meaning assigned in the recitals to this Agreement.

(t) "Low Income Units" shall have the meaning assigned in section 4.2a.

(u) "Mortgage" and "Mortgage Loan" shall have the meanings assigned in the recitals to this Agreement.

(v) "Note" shall have the meaning assigned in the recitals to this Agreement.

(w) "Organized Crime Figure" shall have the meaning assigned in section 5.6(b).

(x) "Borrower's Tax Certification" shall have the meaning assigned in section 5.8(c).

(y) "PHFL" shall have the meaning assigned in the recitals to this Agreement.

(z) "Premises" shall have the meaning assigned in the recitals to this Agreement.

(aa) "Principals" shall have the meaning assigned in section 5.5.(a)

(bb) "Prohibited Person" shall have the meaning assigned in section 5.6(a).

(cc) "Project" shall have the meaning assigned in the recitals to this Agreement.

(dd) "Qualified Basis" shall have the meaning assigned in section 6.2(a)(7).

(ee) "Qualified Project Period" shall have the meaning assigned in section 3.1.

(ff) "Replacements" shall have the meaning assigned in section 5.3(b).

(gg) "Replacement Reserve Account" shall have the meaning assigned in section 5.3(a).

(hh) "Resolution" shall have the meaning assigned in the recitals to this Agreement.

(ii) "Transfer Fee" shall have the meaning assigned in Section 5.5(c).

2.0 **ENFORCEMENT -**

2.1 Incorporation in Mortgage and Termination of Agreement (a) This Agreement and the restrictions hereunder are to be incorporated by reference in the Mortgage, whenever the Mortgage Loan is made in whole or part, so that noncompliance hereunder shall constitute an "Event of Default" of the Mortgage and the Subsidy Mortgage. For purposes of this Agreement, an Event of Default shall be deemed to have occurred if the Borrower or the Fee Title Holder, as the case may be, shall fail to observe any requirement or perform any obligation imposed on the Borrower or the Fee Title Holder, as the case may be, and the Borrower or the Fee Title Holder, as the case may be, shall fail to cure such default within thirty (30) days after the Borrower or the Fee Title Holder, as the case



kgent Doc #: 01200713632 Printed Page 6 of 46

may be, and the LOC Bank receive written notice of such default from the Agency, unless such default shall not be a willful default and can be cured but cannot by its nature be cured within such thirty (30) day period, in which case an Event of Default shall not be deemed to have occurred so long as the Borrower or the Fee Title Holder, as the case may be, commences such cure as reasonably as possible and shall proceed with due diligence to cure such default; provided, however, that in any case an Event of Default shall be deemed to have occurred (i) when and if interest on the Tax-Exempt Bonds shall be includable in gross income for federal income tax purposes or (ii) thirty (30) days before the Agency shall be required to commence foreclosure of the Mortgage in order to prevent interest on the Tax-Exempt Bonds from becoming includable in gross income for such purposes.

In addition, if the Agency assigns the Mortgage, the Agency may retain the right to declare a default under and prosecute foreclosure of the Mortgage Loan, based upon any such noncompliance and Event of Default; provided that the agreement with any successor mortgagee wherein such rights are retained shall contain provisions substantially similar to those set forth in Exhibit "A" attached hereto. Except as limited in section 3.2 hereof in regard to LIHTC, in the event of foreclosure or deed-in-lieu of foreclosure, this Agreement and the restrictions hereunder shall automatically terminate with respect to the Mortgage Loan, provided the Bonds are redeemed at the first available call date. However, if the obligor on the Mortgage Loan or a related person (within the meaning of §144(a)(3) of the Code) thereafter obtains, during the term of this Agreement (as determined by section 3.1), an ownership interest in the Project for tax purposes, this Agreement shall be revived in full force and effect to the extent of the restrictions hereunder which affect the exclusion from federal income taxation of interest on the Bonds. In addition, this Agreement and the restrictions hereunder shall, in the Agency's sole discretion, cease to apply partially or entirely in the event of involuntary noncompliance caused by unforeseen events such as fire, seizure, requisition, condemnation, change in federal law, or action of a federal agency after the date of issue, which prevents the Agency from enforcing any restriction hereunder, provided the Bonds are retired at the first available call date.

2.2 Recording and Lien Provisions - The benefits and burdens of this Agreement shall run with the land and bind the interest of the Borrower and the Fee Title Holder of the Project, and the land upon which the Project is constructed. The Borrower, at its cost and expense, shall cause this Agreement to be duly recorded, filed, re-recorded, and refiled in such places as to the Premises, and shall pay or cause to be paid all recording, filing, or other taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Agency to enforce this Agreement. At the request of the Borrower or the Fee Title Holder, the Agency shall provide the Borrower with an instrument executed in recordable



kgent Doc #: 01200713632 Printed Page 7 of 46

form at such time as the term of this Agreement has expired and the obligations of the Borrower and the Fee Title Holder have been satisfied, releasing the Borrower, the Fee Title Holder and the land from this Agreement.

2.3 Remedies - The injury to the Agency arising from noncompliance with any of the terms of this Agreement would be great, and the effect of misrepresentations of fact and any violations by Borrower or the Fee Title Holder of warranties and covenants under this Agreement would be irreparable, and the amount of consequential damage would be difficult to ascertain and may not be compensable by money alone. Therefore, upon noncompliance with any of the material provisions of this Agreement, misrepresentation of any material fact, or violation of any material warranty or covenant under this Agreement by Borrower or the Fee Title Holder, the Agency, at its option, may apply to any state or federal court, for specific performance of this Agreement, for an injunction against any noncompliance with or misrepresentation under this Agreement, or for such other relief as may be appropriate in addition to its right to foreclose or require foreclosure of the Mortgage, entirely or partially, pursuant to the terms of the Mortgage and its respective components. Noncompliance with any of the terms of this agreement may jeopardize the tax-exempt status of the underlying bonds for this Project. For projects receiving LIH TC's, the Agency is obligated to notify the Internal Revenue Service of such non-compliance.

For purposes of this Agreement, the date of noncompliance or misrepresentation shall be the date such noncompliance or misrepresentation was first discovered by the Borrower, the Fee Title Holder or the Agency, or would have been first discovered by the Borrower, the Fee Title Holder or the Agency by the exercise of reasonable diligence.

2.4 Indemnification - The Borrower shall indemnify and hold the Agency harmless from and against any and all claims, demands, liability, loss, cost or expense (including but not limited to actual and reasonable attorney fees and other costs of litigation) which may be incurred by the Agency arising out of or in any way related to the Borrower's breach of any of its obligations under this Agreement or any action taken by the Agency to enforce or exercise its rights under this Agreement as a result of such breach. The obligations under this section shall survive the termination or expiration of this Agreement as necessary to effectuate its provisions. This indemnity is not a guarantee of any portion of the Mortgage Loan. The Borrower shall not be required to indemnify the Agency for any claim, demand, liability, loss cost or expense arising out of or related to the fraud, intentional misconduct or gross negligence of the Agency.



kgent Doc #: 01200713632 Printed Page 8 of 46

3.0 **TERM**

3.1 Term of Agreement - The term of this Agreement shall commence on the execution and delivery hereof, irrespective of when or if a Mortgage Loan is ever actually made, and shall extend through a period ("Qualified Project Period") which shall commence immediately and shall end on the latest of the following: (i) the date which is 15 years after the date on which 50% of the low and moderate residential units in the Project are first occupied; (ii) the first date on which no Bonds are outstanding; (iii) if applicable, the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 ("Federal Section 8") terminates; (iv) the date on which the Mortgage Loan is no longer outstanding; (v) the end of a period (the "Compliance Period") consisting of 15 taxable years of the Borrower commencing with the first taxable year of the credit period ("Credit Period") as defined in §42(f)(1) of the Code with respect to any building; (vi) the expiration or earlier termination of the Extended Use Period, as defined in 3.2 (b), below; or (vii) forty years from the date of the Mortgage Loan closing. Additionally, as provided in section 3.2 hereof, certain provisions of this Agreement shall continue in effect beyond the end of the Qualified Project Period. The Borrower acknowledges that the Qualified Project Period and other periods required by this Agreement may represent a longer period than that which would otherwise be required by the Code to ensure the tax-exempt status of the Bonds or the allowance of LIHTC or any property tax exemption.

3.2 Special Rules for Tax Credits - (a) This Agreement constitutes an extended low income housing commitment (the "ELIHC") pursuant to §42(h)(6) of the Code, arising from an election by the Borrower to accept the benefits of LIHTC and the Agency financing. Failure to comply with the provisions of the ELIHC shall be an Event of Default under the Mortgage and the Agency or its successors may exercise any of the remedies available thereunder. Furthermore, the Agency may seek specific performance of the ELIHC by the Borrower or any successor in interest thereto, without declaring an Event of Default pursuant to the Mortgage and without waiving any remedies under the Mortgage, by filing an action in any court of competent jurisdiction in the State of New York. Any existing, past or prospective tenants of the Project who qualify, qualified or would qualify as low income occupants pursuant to §42(g) of the Code are hereby expressly agreed to be beneficiaries of this ELIHC and may apply to any court of competent jurisdiction in the State of New York for specific performance of any provisions of the ELIHC, notwithstanding any action which may or may not be taken by the Agency.

(b) The ELIHC shall begin on the first day of the Compliance Period and remain in effect until 15 years after the end of the Compliance Period ("Extended Use Period") except that the



kgent Doc #: 01200713632 Printed Page 9 of 46

Extended Use Period will terminate earlier ("Early Termination") on the date of foreclosure or deed-in-lieu of foreclosure (unless such events are part of an arrangement with the Borrower to cause an early termination as determined by the Internal Revenue Service). The Extended Use Period will not be subject to Early Termination pursuant to §42(h)(6)(E)(i)(II) of the Code.

(c) Notwithstanding anything herein to the contrary, the terms of this Agreement necessary to effectuate the terms and conditions of this Section 3.2 shall continue through the expiration or earlier termination of the Extended Use Period.

(d) During the Extended Use Period:

(1) except as provided in Section 4.2 of this Agreement, the Low Income Units, constituting not less than ninety-five percent (95%) (or such other percentage designated by the Agency at the time of issuance of the IRS form 8069 as LIHTC allocating agency) of the revenue-generating units in the Project, shall be occupied or available for occupancy by qualified families or individuals earning not more than 60% of the AMI adjusted for family size;

(2) the rents for Low Income Units, as adjusted by utility allowances and any rental subsidies approved by the Agency in accordance with the Code, shall not be more than 30% of 60% of area median gross income adjusted for family size as follows: for apartments containing at least one bedroom, the designated family size shall be equal to 1.5 times the number of bedrooms;

(3) no portion of any building in the Project shall be disposed of to any person unless all of such building is disposed of to such person;

(4) the Borrower shall not refuse to lease to a holder of a voucher or certificate of eligibility under Federal Section 8 because of the status of the prospective tenant as such a holder; and

(5) for the three (3) year period following an Early Termination:

(A) no tenant who was occupying a Low Income Unit at the end of the Extended Use Period may be removed (whether by eviction, expiration of lease or for any reason other than good cause); and

(B) no rent for any Low Income Unit may be increased, except as permitted



kgent Doc #: 01200713632 Printed Page 10 of 46

under §42 of the Code, as long as it is occupied by the tenant who is occupying the unit at the end of the Compliance Period.

(6) the applicable fraction as defined in §42(c)(1) of the Code for the Project shall not be less than Ninety-Five percent (95%) assuming that the Project elects to operate under the 40% at 60% of AMI set aside.

(7) on or before the date on which the Agency issues IRS form 8069, the parties hereto shall amend this Agreement to reflect the final determination of the number and percentage of Low Income Units and the applicable fraction.

4.0 **TENANTS AND LEASES**

4.1 Rental Restrictions - Once available for occupancy each revenue generating unit must be rented or available for rental on a continuous basis to members of the general public and occupied by individuals or families as their residence. No portion of the Project and none of the units in the Project will, at any time during the term of this Agreement, be used on a transient basis, for example, as a trailer park or trailer court or a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium or rest home. Use on a transient basis shall mean the rental of units for an initial lease term of less than 12 months.

4.2 Low Income Occupancy Requirements - a. During the Qualified Project Period, not less than one hundred twelve (112) of the Project's revenue producing apartments will be continuously occupied by households with incomes at or below sixty percent (60%) of the AMI ("Low Income Units") (subject to and in accordance with the provisions in subsection b, below), i.e. Individuals of Low Income as is further illustrated in the chart contained in subsection (c) to this section. On or before the date on which the Agency issues IRS form 8069, the parties hereto shall amend this Agreement to reflect the final determination of the number of Low Income Units.

In accordance with Treasury Regulation §1.103-8(b)(8), families of low or moderate income shall be determined in a manner consistent with determinations of lower income families under Federal Section 8 (or if such program is terminated, under such program as was in effect immediately before such termination). Determinations under the preceding sentence shall include adjustments for family size. Current adjustments for smaller and larger families are set forth in Exhibit "C". In accordance with procedures established by the Agency, the Borrower shall take reasonable steps to verify the low or moderate income status of all families or individuals who occupy Low Income



kgent Doc #: 01200713632 Printed Page 11 of 46

Units.

b. A Low Income Unit shall continue to be treated as such, notwithstanding any increase in the income of the occupant of such Low Income Unit except as provided in the next sentence. Any Low Income Unit in which the aggregate income of the occupants as of the most recent annual recertification (as described in the Code) exceeds 140% of the applicable income limit (i.e. 140% of 60% of the AMI as adjusted for family size) shall not be treated as a Low Income Unit if after such determination but before the next determination, any residential unit of comparable or smaller size in the same building is occupied by a new resident whose income exceeds the applicable income limit. Occupancy of a unit shall refer to the date that the tenant has possession of the unit and the right to occupy such unit pursuant to a fully executed lease.

**MINIMUM LOW INCOME UNIT DISTRIBUTION**

| UNIT TYPE | UNIT NUMBER |
|---|---|
| 60% AMI 1 BEDROOM | 112 |
| | |

4.3 Low Income Unit Rents, Fees and Charges - a. The annual rents for the Low Income Units shall not exceed 30% of 60% of AMI adjusted for the number of individuals occupying the unit as adjusted for the number of individuals occupying the unit , as follows: for units having one or more separate bedrooms, 1.5 individuals for each separate bedroom. "Rent" for purposes of this section does not include any payment under Federal Section 8 or any comparable rental assistance program, but does include: (i) any utility allowance determined by the Secretary of Housing and Urban Development after taking into account such determinations, or (ii) the cost of any utilities that would be covered by such utility allowance, as determined by the Agency, if the units were receiving Federal Section 8 assistance.

b. The rents for Low Income Units shall, pursuant to the Code, be based on the AMI. The maximum rents shall be trended upward for inflation or downward for deflation annually pursuant to the calculations of AMI made by HUD in accordance with the Code, but in no case to any level less than the Gross Rent Floor applicable to the unit pursuant to §42(g) (2) (A) and (B) unless required by §142 (d) of the Code. For example, if the AMI calculations for the year 2007



kgent Doc #: 01200713632 Printed Page 12 of 46

were to form the basis for setting maximum permitted rents, then such maximum rents would be set as follows:

**MAXIMUM PERMITTED MONTHLY RENTS**

| |
|---|
| **60% AMI ONE-BEDROOM : $859** |
| |

Further, the maximum rents will be reduced by a utility allowance, if applicable, which may be revised annually. Accordingly, each January, the Borrower shall submit to the Agency a copy of the utility allowance schedule currently used by the local housing authority for its Section 8 programs, or other documentation satisfactory to the Agency relating to the utility usage and cost projections for the following year. Based thereon, the Agency will determine, in its sole discretion, any utility allowance revisions. The Borrower's failure to provide this information annually will result in the Agency delaying or denying a change in income-qualified household rents.

c. The Borrower shall not impose fees and charges upon the tenants of Low Income Units without the prior written consent of the Agency, except for the following: (1) a late payment charge not to exceed $25.00; and (2) a bounced check fee not to exceed $25.00.

4.4 Lease Provisions for Low Income Units - Tenant leases for Low Income Units shall be for terms of at least one year and shall be expressly subordinate to the Mortgage. In bold-faced type or by way of separate rider acceptable to the Agency, the lease: (i) shall provide for termination of the lease and eviction of the tenant for failure to qualify pursuant to the income standards for that unit if a tenant has falsely certified family income or family composition; (ii) must clearly indicate that such false certification constitutes material noncompliance under the lease; (iii) shall obligate tenants to provide such subsequent recertifications of income as the Agency and the Borrower shall require; (iv) shall provide that, in the event the unit is not receiving a Federal Section 8 subsidy, the Borrower's right to increase rent for an existing tenant over the amounts provided for by section 4.3(b) hereof upon the conclusion of the Qualified Project Period shall be conditioned upon the Borrower meeting the requirements of §42 of the Code as referenced in section 3.2 hereof and the Borrower furnishing such tenant with a notice at least six months prior to such increase in a form acceptable to the Agency, and that if such notice is not given, such tenants shall be entitled to lease renewals at the rents provided for in section 4.3(b) until such notice has been given and six months



kgent Doc #: 01200713632 Printed Page 13 of 46

has elapsed; (v) the lease shall prohibit subletting and the tenant's assignment of the lease; and (vi) the Borrower and/or the Agency and their representatives or agents shall have the right to inspect such unit for the purpose of allowing the Agency to fulfill its responsibilities under the Code. The form of lease to be utilized by the Borrower in renting the Low Income Units in the Project shall be subject to the Agency's prior approval.

4.5 Fair Market Housing Guidelines - The Borrower has submitted to the Agency for its records a marketing and tenant selection plan that is in compliance with the Agency's affirmative fair housing marketing guidelines. Such marketing plan specifically describes the method of marketing to and selection of tenants for the Low Income Units. Additionally, a certification as to compliance with the Guidelines and Applicable Rules, as defined in the Guidelines, must be submitted to the Agency at mortgage closing and on an annual basis for the term of this Agreement.

4.6 Additional Occupancy Requirements. - In addition to any other occupancy requirements contained in this Agreement the Borrower agrees as follows: (a) all revenue producing units other than Low Income Units shall be occupied by households with incomes at or below ninety-five percent (95%) of the AMI; and, (b) all revenue producing units will be occupied by households in which at least one member is handicapped or not less than 62 years of age.

## 5.0 OPERATING RULES

5.1 Project Restrictions - The Project shall constitute a qualified multi-family residential rental project within the meaning of §142(d) of the Code and will be used for such purposes during the term of this Agreement. The Borrower warrants that the Project will be completed with due diligence substantially in accordance with building plans and specifications approved by the Agency for the Project and change orders approved by the Agency, to the extent approval of such change orders is required. The Project will consist of a building or structure or several proximate buildings or structures which are located on a single tract of land or contiguous tracts of land with or without facilities directly related and essential thereto. The term "tract" means any parcels of land which are contiguous except for the interposition of a road, street, stream or similar property. Parcels are contiguous if their boundaries meet at one or more points. Pursuant to the plans and specifications and any change orders, all of the units in the Project will be similarly constructed. The Borrower (or a party related to the Borrower) shall not occupy a unit in a building or structure unless such building or structure contains more than four units. All of the units in the Project will contain within the unit



kgent Doc #: 01200713632 Printed Page 14 of 46

complete living, sleeping, eating, cooking and sanitation facilities, all of which are separate and distinct from other units. In addition, the Project shall contain a common laundry facility and shall include such other services and amenities as described in Exhibit D, attached hereto. All facilities used in connection with the Project are: (i) located on the premises of the Project, (ii) solely for the benefit of tenants at the Project, and (iii) of a character and size commensurate with the needs of such tenants. Borrower shall use its best efforts to ensure that handicapped or disabled individuals in the Project are afforded equal access to such facilities.

5.2 Low Income Unit Requirements - The Low Income Units shall constitute at least ninety-five percent (95%) of the units other than the single superintendent's unit. On or before the date on which the Agency issues IRS form 8069, the parties hereto shall amend this Agreement to reflect the final determination of the number and percentage of Low Income Units. These requirements shall continue throughout the Qualified Project Period. To ensure that Low Income Units are occupied by households of an appropriate number of individuals, the Borrower shall comply with the following standard for occupancy upon initial rental or re-rental of such units, or such smaller number if so required by local zoning or building department authorities:

| Number of Bedrooms | Number of Persons | % Low Income Units |
|---|---|---|
| 1 | 1-2 | 100% |

5.3 Replacement Reserve Account - a. The Borrower shall establish the following reserve account that shall be held in an account controlled by the Agency, to be known as the "***Replacement Reserve Account.***" On the day of the issuance of the Bonds and Mortgage Loan Closing, the Borrower shall deposit in the Replacement Reserve Account the amount of Ten Thousand Dollars ($10,000.00). Thereafter, on the earlier of (i) the first day of the 24th month after the month in which the Mortgage Loan is closed, the Borrower shall deposit into the Replacement Reserve Account Two thousand Four Hundred Seventy-Nine Dollars ($2,479.00) (subject to adjustment as hereinafter provided) reduced (but not below zero) by the amounts required to be deposited by the Borrower into a replacement reserve account required to be maintained by any agreement with the LOC Bank. The Agency shall not be responsible for any losses resulting from the investment of the Replacement Reserve Account or obtaining any specific level or percentage of earnings on such investment.

b. The amount of monthly payments to the Replacement Reserve Account shall remain constant, until and unless revised in the reasonable discretion of the Agency based on (i) the



kgent Doc #: 01200713632 Printed Page 15 of 46

results of the physical needs assessment report as described in subsection (c) below, (ii) the Project's history of repairs, (iii) the existing physical condition of the Project, or (iv) other factors deemed reasonably relevant by the Agency. Upon Borrower's written request, the Agency and the LOC Bank, for so long as the LOC shall remain outstanding, shall disburse to the Borrower within a reasonable period of time, in a manner reasonably determined by the Agency and the LOC Bank, such amounts from the Replacement Reserve Account as may be necessary to reimburse or pay the Borrower for the actual approved cost of repairing and/or replacing building systems, equipment and other items of a capital nature, including, without limitation, the repair or refurbishing of common areas, required for the proper operation and marketing of the Project, or to remedy a situation deemed to be of an emergency nature ("Replacements"). For new construction projects only, no such disbursements shall be made, however, prior to the fifth (5th) anniversary of the date that deposits begin to be made by the Borrower into the Replacement Reserve Account. The Project is not a new construction project. The Agency may require Borrower to reimburse into the Replacement Reserve Account the amount of any such disbursement, over a reasonable period of time to be determined by the Agency, unless the Agency determines that reimbursement would cause a financial hardship to the Project.

In no event shall the Borrower undertake work or purchase materials intended to be funded from the Replacement Reserve Account without the prior, written consent of the Agency, which shall not be unreasonably conditioned, withheld or delayed. In no event shall the Agency approve or make any payment of funds from the Replacement Reserve Account unless such work and or materials have been performed or installed, as applicable and same has been approved by the Agency, which approval shall not be unreasonably withheld or delayed. If at any time the funds deposited in the Replacement Reserve Account are or will be insufficient to maintain the Replacement Reserve Account at a satisfactory level, as reasonably determined by the Agency, the Borrower, upon notification, shall at such times as may be designated by the Agency, deposit into the Replacement Reserve Account an amount determined by the Agency to be reasonably necessary to restore the account to a sufficient level. The interest earned in the Replacement Reserve Account will remain in the Replacement Reserve Account, and will not be used to offset any required payments by the Borrower into the Replacement Reserve Account.

In no event shall the Agency be obligated to approve the disbursement of funds from the Replacement Reserve Account if an Event of Default has occurred (as said term is defined in the Mortgage and as referred to herein) and is continuing under this Agreement or the Loan Documents, or if an act, event or condition shall have occurred and then be existing as of that date, which solely



kgent Doc #: 01200713632 Printed Page 16 of 46

with notice or lapse of time, would constitute an Event of Default under this Agreement or the Loan Documents. Notwithstanding the above, if an Event of Default has occurred, the LOC Bank may request the Agency in writing to release funds from the Replacement Reserve Account for Replacements and thereupon such funds shall be disbursed.

c. No earlier than the first day of the first month following the tenth anniversary of the date of the Mortgage and on each tenth anniversary thereafter during the term of the Mortgage Loan, the Borrower shall engage a licensed independent engineer or architect, acceptable to the Agency, to perform a physical needs assessment of the Project. The physical needs assessment shall be performed at the expense of the Borrower, which expense shall be reimbursable from the Replacement Reserve Account. At the discretion of the Agency, after review of the physical needs assessment report, the Borrower's required monthly payment to the Replacement Reserve Account may be adjusted within 90 days following the Agency's receipt of the physical needs assessment report so that the amount in the Replacement Reserve Account will, in the Agency's reasonable determination, be sufficient to pay for required Replacements as identified in said assessment. The Agency agrees that it shall exercise reasonable judgment as a prudent lender in determining such increases for required Replacements.

d. After payment in full of all sums secured by the Mortgage and the expiration of the Qualified Project Period, the Agency shall disburse to the Borrower all amounts remaining in the Replacement Reserve Account.

5.4 Project Management - a. The Borrower shall not employ or otherwise use or retain a management entity for the Project other than Wavecrest Management without the Agency's prior approval of such management entity and the terms of its retention including compensation, which approval shall not be unreasonably withheld or delayed. Any renewal or termination of the management entity's employment shall be subject to the Agency's approval, which approval shall not be unreasonably withheld or delayed. The Agency reserves the right to review the performance of the management entity. If the Borrower shall also retain a leasing/rental agent, other than the managing agent, such leasing/rental agent shall be subject to Agency approval and may not be replaced without the Agency's prior approval, each of which shall not be unreasonably conditioned, withheld or delayed.

b. If the Agency notifies the Borrower of reasons for which it is not satisfied with the management of the Project, including but not limited to the failure to maintain the property or books



kgent Doc #: 01200713632 Printed Page 17 of 46

and records of the Project, the Borrower shall cure such condition, or cause the managing agent to cure such condition, in a period of time not to exceed 30 days, provided that said time period may be extended for a reasonable period of time if Borrower is diligently and expeditiously seeking to cure such condition so long as such condition is curable in the Agency's reasonable judgement, or if such condition is not curable, Borrower shall engage a managing agent subject to approval by the Agency. The Borrower shall not thereafter employ or otherwise use or retain any managing agent for the property or any part thereof, without having first obtained the Agency's written approval of such managing agent and the agreement setting forth all the terms of such employment or retainer including compensation. If the Borrower retains a managing agent without having first received approval of the Agency, the Borrower will be subject to a monetary penalty equal to the lesser of (i) the amount of the monthly management fee paid to the unapproved agent, or (ii) $20,000, which amount shall be assessed initially and for each month such agent is in place without Agency approval. The management agreement shall contain a provision that it is subject to termination upon written request by the Agency in accordance with the provisions hereof. The Borrower shall submit to the Agency such information as the Agency reasonably requires to review the background and qualifications of the new management entity, including proof of a valid New York State real estate broker's license, and corporate/individual/principal financial statements in a form acceptable to the Agency. If the Borrower has not submitted a managing agent acceptable to the Agency within 30 days or if there has been noncompliance hereunder which remains uncured for more 30 days after notice provided by the Agency to the Borrower, the Agency may act as the managing agent or unilaterally appoint a managing agent. In this case, the Borrower shall be obligated to pay a management fee to the Agency or the Agency-appointed entity, respectively, in the amount equal to the fee paid including accrued incentive payments, if any, to the preceding managing agent.

c. Notwithstanding the provisions of Section 5.4(b), above, in the event there is a need to replace the management entity due to premature termination or otherwise, which requires immediate temporary replacement of the management entity before approval can be obtained from the Agency, Borrower may employ a replacement management entity, provided the agreement for such employment is terminable upon receipt by Borrower of written notice that said management entity is not acceptable to the Agency.

d. The Agency reserves the right to review the performance of the leasing agent and may require the removal and replacement of such agent in a manner similar to the provisions set forth in subsections (b) and (c), above, except that the Agency shall not act in the capacity of leasing agent.



kgent Doc #: 01200713632 Printed Page 18 of 46

5.5 Change of Principals and Transfer Restrictions - a. The managing general partner of the Borrower is Admiral Halsey Developers, LLC (" Managing General Partner") with a 0.005% interest in the Borrower. The members of the Managing General Partner are ONY Admiral Halsey, LLC (50%) and Mill Plain Properties, LLC (50%) (individually, a "GP Member" and collectively the "GP Members"). The tax credit investor ("Investor") in the Borrower is Alliant Credit Facility Ltd. or another tax creditor investor acceptable to the Agency with a 99.99% interest in the Borrower. Admiral Halsey Apartments Inc. is a special limited partner with a 0.005% interest in the Borrower. As used in this Regulatory Agreement the term "Principal" shall mean as of the date hereof the Managing General Partner and the owners of the membership interests or stockholder interests in the Managing General Partner.

The Borrower shall not permit, without the consent of the Agency in each instance, which consent will not be unreasonably withheld, (i) the sale or other transfer of more than 10% of any interest in the Borrower; (ii) dilution of present ownership interest in the Borrower by more than 10%, by admission of additional partners other than by death or other operation of law or (iii) the transfer of any controlling interest in the Managing General Partner, except that the Principals may transfer membership interests in the Managing General Partner by death or other operation of law or among themselves without obtaining Agency consent.

Notwithstanding the foregoing, the Investor may, without the prior consent of the Agency: (1) transfer its interests to a nationally recognized entity regularly engaged in the purchase and syndication of LIHTC, if (i) such transfer is in connection with the purchase of Project's LIHTC; (ii) such entity is not a Prohibited Person as such term is defined in Section 5.6(a) below, and (iii) such entity does not have the immediate or conditional right to control, manage or direct the actions of the Borrower; and (2) transfer its investor interest in the Borrower provided that such transferee entity is managed or controlled by Alliant Credit Facility Ltd. or an affiliate of Alliant Credit Facility Ltd. The Borrower shall promptly notify the Agency of the occurrence of any of the foregoing events.

b. The Borrower and the Fee Title Holder represent and warrant that as of the date of this Agreement (i) they intend to own the Project for long-term holding period of ten years commencing from the date when at least 50% percent of the units have received a certificate of substantial completion and at least one unit is actually occupied ("Long Term Holding Period"), and (ii) the Borrower and the Fee Title Holder have no present intent to transfer, sell, convey or assign ownership or control of the Project. In connection with any consent required by this Section 5.5, and



kgent Doc #: 01200713632 Printed Page 19 of 46

except as may otherwise be provided in the Intercreditor Agreement, the Agency will charge the Borrower an transfer fee of one-half of one percent (0.5%) of the then outstanding principal amount of the Mortgage ("Transfer Fee"); provided, however, that if the proposed transfer, sale, conveyance or assignment effects a change in the ownership or control of the Project which requires the consent of the Agency pursuant to this Section 5.5(a) and occurs during the Long Term Holding Period the Agency will charge in lieu of a Transfer Fee an assumption fee ("Assumption Fee") based on the outstanding principal amount of the Mortgage as follows:

*Year 1. - 5.0% of the then outstanding principal balance of the Mortgage Loan;*
*Year 2. - 4.0% of the then outstanding principal balance of the Mortgage Loan;*
*Year 3. - 3.0% of the then outstanding principal balance of the Mortgage Loan;*
*Year 4. - 2.0% of the then outstanding principal balance of the Mortgage Loan;*
*Year 5. - 2.0% of the then outstanding principal balance of the Mortgage Loan;*
*Year 6. - 2.0% of the then outstanding principal balance of the Mortgage Loan;*
*Year 7. - 1.0% of the then outstanding principal balance of the Mortgage Loan;*
*Year 8. - 1.0% of the then outstanding principal balance of the Mortgage Loan;*
*Year 9. and Year 10. - 0.5% of the then outstanding principal balance of the Mortgage Loan.*

In the event a transfer of interest which requires Agency consent under this section has occurred without the prior consent of the Agency, the Borrower will be subject to, in addition to the Assumption Fee or the Transfer Fee, as the case may be, a penalty of the greater of (i) an additional one half of one percent (.5%) of the then outstanding principal balance of the Mortgage Loan, or (ii) $5,000. The Agency agrees that it will not charge the Borrower the Transfer Fee in connection any transfers of interest that do not require the Agency's consent under Section 5.5(a)(i), (ii), or (iii), above, however, the Agency reserves the right to charge Borrower for any reasonable related out-of-pocket expenses and such other fees as the Agency, in its reasonable discretion, may deem appropriate for such transfers.

c. The Borrower shall, within five days after request of the Agency, furnish to the Agency the names of the partners of the Borrower, together with such information as the Agency shall request with respect to such persons. The Borrower shall notify the Agency in writing, within 30 days after the occurrence thereof, of any transfer of any direct interest in Managing General Partner or of any comparable governing body of the Borrower that may hereafter be established.

d. The terms and conditions of this Agreement shall remain outstanding and enforceable against any new owner of the Project.



kgent Doc #: 01200713632 Printed Page 20 of 46

e. Notwithstanding any of the foregoing provisions, in no event shall any conveyance of the Project or the addition or substitution of Borrower, or of any other person or entity directly or indirectly holding an ownership interest in any General Partner of the Borrower, be permitted if such conveyance or addition or substitution shall cause the Borrower to become a Prohibited Person.

f. Notwithstanding any other provision of this Agreement, at any time when the Mortgage shall no longer encumber any interest in the Project, or when none of the Bonds shall any longer be outstanding, the Agency's consent shall not be required (and no assumption fee shall be charged by the Agency) with respect to any conveyance of any interest in the Project, or for any change in the ownership or control of any entity holding any interest in the Project, provided that such conveyance or change does not cause the Project to be owned by a Prohibited Person.

5.6 Prohibited Persons - a. A "Prohibited Person" shall mean: (i) any individual who has ever been convicted of a felony or any other crime involving moral turpitude, or is an Organized Crime Figure, as defined in section 5.6(b) hereof, or is reputed to have substantial business or other affiliations with an Organized Crime Figure; (ii) any individual or entity against whom any action or proceeding is pending to enforce rights of any municipal, city, state or federal government, or any agency, department, public authority, public benefit corporation or local development corporation thereof ("Governmental Entity") arising out of a contractual obligation to any such Governmental Entity; (iii) any individual or entity with respect to whom any notice of monetary default which remains uncured has been given by any Governmental Entity; (iv) any individual who is an officer, director, or otherwise exercises managerial discretion or has an ownership interest in excess of 25% in: (A) any property other than the Project against which three or more Immediately Hazardous Violations (as defined in the N.Y.C. Housing Maintenance Code) have been placed for failure to comply with local building, housing maintenance and/or construction codes, the N.Y. Multiple Dwelling Law or the N.Y. Multiple Residence Law, or (B) any entity which has ever been, or whose principals have ever been, suspended, debarred, disqualified, found non-responsible, had its and/or their prequalification revoked or otherwise has been declared ineligible to do business with any Governmental Entity or which could be deemed non-responsible under New York law; (v) any entity with respect to which managerial discretion is directly or indirectly exercised by an individual or entity described in any of the preceding clauses of this paragraph; or (vi) any entity, other than a publicly-traded entity with more than 35 members, shareholders or other beneficiaries, 25% or more of the ownership interest of which is owned, directly or indirectly, by one or more individuals or entities described in the preceding clauses of this paragraph.



kgent Doc #: 01200713632 Printed Page 21 of 46

b. An individual shall be deemed to be an "Organized Crime Figure" if he or she is alleged as such in writing by Bishop's Investigation Service, or any other similar private investigation agency, and such allegation has been confirmed by any state or federal prosecutorial, investigative or regulatory agency or authority.

c. Provided that the Agency shall be furnished with such information concerning a proposed transaction and the parties thereto as the Agency shall reasonably require, the Agency shall upon request, promptly endeavor to determine whether, to the best of the Agency's knowledge based on such information, the consummation of such transaction would violate any of the provisions of this section 5.6, and the Agency shall endeavor to give notice of its determination to the party requesting such determination within 30 days after the Agency shall have received such information.

5.7 Changes to Structure of Borrower Entity The Borrower may not materially modify, amend or otherwise materially change the terms of its organizational documents including its Amended and Restated Partnership Agreement and Certificate of Limited Partnership, except (i) to effect a transaction permitted under section 5.5 or 5.9 herein or (ii) to correct any formal defect, omission or ambiguity in a manner that will not prejudice the rights of the Agency or affect the ability of the Borrower to perform its obligations under this Agreement, without the prior written approval of the Agency. In any event, the Borrower shall provide the Agency with any such documents, with revisions clearly indicated, within 30 days of the execution thereof.

5.8 General Tax Covenants; Use of Mortgage Proceeds; Other Restrictions The Borrower and the Fee Title Holder each covenant that they will not take any action, or fail to take any action, or make any use of the Project or the proceeds of the Bonds (including investment earnings), in a way which would adversely affect the exclusion of interest on the Bonds from federal income taxation under the Code. The Borrower further covenants and agrees that:

(a) The Borrower will submit a certification in the form attached hereto as Exhibit "B" with each requisition or request for disbursement of the Mortgage Loan except that such certificate shall not be required at the time of the first advance if waived by the Agency.

(b) No portion of the Mortgage Loan shall be used to provide any facilities other than the multi-family housing units and the portion of the Project which is functionally related and subordinate to such units.



kgent Doc #: 01200713632 Printed Page 22 of 46

(c) All certifications, representations and warranties made in the tax certification executed by the Borrower ("Borrower's Tax Certification"), in connection herewith, as the same may have been amended and approved by the Agency, together with all supplements thereto and all Disbursement Certifications, except as so amended and approved by the Agency, are and will be true and correct. All such certifications, representations and warranties are hereby incorporated and repeated herein with full force and effect. Specifically and not by way of limitation, the Borrower warrants the accuracy of the schedules of costs included therein. The Borrower and the Fee Title Holder agree to execute and deliver such amendments and supplements to this Agreement as are necessary to preserve the tax exempt status of interest on the Bonds.

(d) The Borrower covenants that it will comply, to the extent such requirements do not irreconcilably conflict with the requirements of this Agreement, the Mortgage or any rule, regulation or policy of any state or federal entity, with any use or occupancy requirement of any governmental entity providing any tax abatement or regulatory approval for the Project.

(e) Except for the interest of the Borrower in any Pledged Bond (as such term is defined in the Resolution), in no event shall the Borrower, the Fee Title Holder or any Principal become the registered or beneficial owner of any of the Bonds.

6.0 **REPORTING**

6.1 Information and Project Reports - a. The Borrower shall submit to the Secretary of the Treasury, at such time and in such manner as the Secretary shall prescribe, an annual certification as to whether the Project continues to meet the requirements of §142(d) of the Code. The Borrower is on notice that the Code provides that failure to comply will subject the Borrower to penalty as provided in §6652(j) of the Code.

b. The Borrower covenants and agrees to submit to the Agency annually, or more frequently if required in writing by the Agency, reports detailing such facts as the Agency determines are sufficient to establish compliance with the restrictions contained hereunder including, but not limited to, annual certifications of low or moderate income tenant incomes. The Borrower covenants and agrees to secure and maintain on file for inspection and copying by the Agency such information, reports and certifications as the Agency may from time to time require in writing. The Borrower further covenants and agrees to notify the Agency promptly if the Borrower discovers noncompliance



kgent Doc #: 01200713632 Printed Page 23 of 46

with any restriction or covenant hereunder. The Agency agrees to notify the Borrower if the Agency discovers noncompliance with any restriction or covenant hereunder, but the Agency's failure to do so shall not affect the Borrower's obligations hereunder.

c. At or prior to the closing of the Mortgage Loan, the Borrower shall furnish a copy of each lease entered into for a Low income Unit with a copy of each annual tenant income certification. Thereafter, during the term of this Agreement, the Borrower shall, within twenty (20) days of the execution of each lease entered into for a Low Income Unit, whether on initial rental or re-rental to a new tenant, furnish to the Agency a copy of such lease together with the applicable tenant income certification and such accompanying information as is required by the Agency for the purpose of establishing the qualifications of the tenant in connection with the lease. The Borrower shall thereafter, within twenty (20) days of the execution of each renewal or extension of lease for a Low Income Unit, furnish to the Agency a copy of each such renewal or extension of lease and, within twenty (20) days of the receipt thereof, furnish to the Agency with a copy of each annual tenant income recertifications.

d. Within 90 days of receipt of the certificate of substantial completion for the Project, the Borrower shall file with the Agency a certificate of actual cost, which shall be accompanied by a certification of an independent certified public accountant who is acceptable to the Agency. The independent certified public accountant shall certify, in a format satisfactory to the Agency, that the amounts claimed as costs are necessary and reasonable, and ordinarily within the scope of the Project. The Agency reserves the right to reject the certificate of actual cost if it is inconsistent with the required format or is otherwise unsatisfactory to the Agency. Additionally, upon completion of the Project, the Borrower shall also certify to the Agency, based upon a review of its books and records by a certified public accountant acceptable to the Agency, that the Mortgage Loan proceeds have been spent in accordance with the Borrower's Tax Certification, as modified and approved by the Agency.

e. Monthly throughout the term hereof, the Borrower shall submit to the Agency certifications (including a copy of the certification for any Federal Section 8 eligible tenant, if applicable) and reports of the Borrower's compliance with the requirements of this Agreement in such detail as may be required by the Agency.

f. The Borrower shall submit to the Agency within (i) 90 days of the end of the fiscal year in which the project is under construction, or (ii) 90 days of the end of any other fiscal year, three



kgent Doc #: 01200713632 Printed Page 24 of 46

copies of the Project's annual audited financial statements. The financial statements must (i) include a balance sheet, a statement of operations, income, and expenses, a statement of cash flows, and all related notes; (ii) be prepared in accordance with generally accepted accounting principals ("GAAP"); (iii) be presented in a two-year comparative format; and (iv) be accompanied by an opinion of an independent certified public accountant acceptable to the Agency stating that the financial statements were audited in accordance with GAAP. The Agency may require that the financial statements be prepared in a specific format which, where practical, will be provided to the Borrower in advance, and may require that certain subjects be included in the notes to the financial statements. The Agency requires the right to require interim period financial statements, certified by an officer of the Borrower, which shall be submitted within 60 days of the date of request, unless prior to the expiration of the applicable period, Borrower has requested an additional thirty (30) day extension, which request shall not be unreasonably denied by the Agency.

g. Commencing with the first month a unit has been occupied and thereafter during the term of this Agreement the Borrower shall submit to the Agency, on or before the twentieth day of each month, a cash flow statement and a schedule of accounts payable for the preceding month certified by an authorized representative of the Borrower. The cash flow statement must be prepared on a monthly basis as well as a cumulative basis (for all months which preceded it in the current fiscal year) for both budgeted and actual results and presented in a format acceptable to the Agency.

6.2 Monitoring and Recordkeeping Requirements - a. The Borrower shall keep records for each building in the Project showing for each year in the Qualified Project Period:

(1) The total number of residential rental units in each such building (including the number of bedrooms and the size in square feet of each residential rental unit);

(2) The rent charged on each residential rental unit in the building (including any utility allowance);

(3) The annual income certification of each tenant of a Low Income Unit;

(4) Documentation to support the income certification made by each tenant of a Low Income Unit (for example, a copy of the tenant's federal income tax return, Form W-2, or verifications of income from third parties such as employers or state agencies paying unemployment compensation), in accordance with Treasury Regulation §1.42-5(b)(1)(vii);

(5) The eligible basis as defined in §42(d) of the Code ("Eligible Basis") and the qualified basis as defined in §42(c) of the Code of the building at the end of the first year of the Credit Period;

(6) The character and use of the nonresidential portion of the building included in the



kgent Doc #: 01200713632 Printed Page 25 of 46

building's Eligible Basis (e.g., tenant facilities that are available on a comparable basis to all tenants and for which no separate fee is charged for use of the facilities, or facilities reasonably required by the Project); and

(7) Such other information as the Agency reasonably may request from time to time.

b. The Borrower shall retain the foregoing records for each building in the Project for at least six years after the due date (with extensions) for filing the Borrower's tax return for that year, except that the records for the first year of the Credit Period shall be retained for at least six years beyond the due date (with extensions) for filing the federal income tax return for the last year of the Compliance Period.

c. The Borrower shall certify in a sworn statement to the Agency, on the last business day of December of each year through and including the end of the Qualified Project Period, that, for the preceding 12 month period:

(1) The Project met the requirements of the 20-50 test under §42(g)(1)(A) of the Code, or the 40-60 test under §42(g)(1)(B) of the Code;

(2) There was no change in the applicable fraction as defined in §42(c)(1)(B) of the Code of any building in the Project, or that there was a change, and a description of the change;

(3) The Borrower has received an annual income certification from each tenant of a Low Income Unit and documentation to support that certification, or a substitute permitted under Treasury Regulation §1.42-5(c)(1)(iii);

(4) Each Low Income Unit in the Project was rent-restricted under §42(g)(2) of the Code;

(5) All units in the Project were for use by the general public and used on a non-transient basis;

(6) Each building in the Project was suitable for occupancy, taking into account local health, safety, and building codes applicable to the Project; or, if there have been any violations of such health, safety or building code, a copy of any notice or summons related thereto has been forwarded to the Agency with a description of the violation and a remedial action plan of the Borrower. The Borrower shall further indicate whether the violation has been corrected as of the time of certification or Borrower's estimate of the time frame necessary for correction;

(7) There was no change in the Eligible Basis of any building in the Project or, if there was a change, the nature of the change;

(8) All tenant facilities included in the Eligible Basis of any building in the Project, were provided on a comparable basis without charge to all tenants in the building;



kgent Doc #: 01200713632 Printed Page 26 of 46

(9) If a Low Income Unit in the Project became vacant during the year; reasonable attempts were or are being made to rent that unit to tenants having a qualifying income;

(10) An extended low-income housing commitment as defined in §42(h)(6)(B) of the Code was in effect with respect to the Project, which included the requirement under Code §42(h)(6)(B)(iv) that the Borrower cannot refuse to lease a unit in the Project to an applicant because the applicant holds a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437s;

(11) The Project complies with the requirements of the Code applicable to the Tax-Exempt Bonds;

(12) Reserved.

(13) There were no findings of discrimination under the Fair Housing Act or, if there have been such findings, an explanation of what they were;

(14) The Borrower has complied with all the requirements of the LIHTC program, as they may be amended or supplemented, and any additional reporting requirements the Agency has imposed in order to monitor compliance therewith; and

(15) Such other matters as the Agency may reasonably request from time to time.

d. During each year of the Qualified Project Period, the Borrower shall retain and make available for inspection and review by the Agency a copy of the annual income certification from each tenant of a Low Income Unit and a copy of the documentation the Borrower has received to support that certification and such other information as the Agency deems necessary to comply with the monitoring requirements of § 42 of the Code.

e. The Agency shall have the right to perform audits of the Project through the end of the Qualified Project Period. For this purpose, an audit includes an inspection of any building in the Project, an inspection of any Low-Income Unit in any building in the Project and a review of the records described in paragraph (a) of this Section. The costs and expenses of any audit or inspection performed by Agency personnel shall be borne by the Agency. The Borrower shall be solely responsible for any costs incurred by Borrower or Borrower's consultants in connection with any such audit or inspection. However, in the event the Agency determines in its sole discretion that it is necessary to engage a third party to conduct such audit or inspection as a result of Borrower's failure to perform its obligations hereunder, then such expenses shall be borne by Borrower.

f. The Borrower shall use reasonable efforts to assist the Agency with obtaining access to the Low Income Units, shall accompany Agency representatives with such inspections, and shall



kgent Doc #: 01200713632 Printed Page 27 of 46

include a provision in the lease rider to the effect that the tenant in each Low Income Unit shall give the Agency, its representatives or its agents the right to enter and physically inspect such Low Income Unit. If the Agency cannot obtain access to the Low Income Units in a sufficient number required to fulfill its obligations under the Code, notwithstanding the good faith efforts of the Borrower to assist the Agency in obtaining such access, the Agency will be obligated to report such lack of access to the Internal Revenue Service as an incident of non-compliance with LIHTC regulations.

g. The Agency shall provide prompt written notice to the Borrower if the Agency does not receive the certification described in paragraph (c) of this section or discovers on audit, inspection or review (or in some other manner) that the Project is not in compliance with the provisions of §42 of the Code. Additionally, the Agency shall file Form 8823, Low-Income Housing Credit Agencies Report of Noncompliance, with the Internal Revenue Service no later than 45 days after the end of the correction period (which period shall commence on the date that the Agency notifies the Borrower of noncompliance pursuant to the preceding sentence and shall extend for 60 days thereafter, unless the Agency determines that there is good cause for granting an extension of the correction period, in which case the period may be extended by the Agency for up to six months).

h. The Agency shall retain records of noncompliance or failure to certify for six years after the Agency's filing of the respective Form 8823. The Agency shall retain the certifications assigned in paragraph (c) of this section for three years from the end of the calendar year the Agency receives such certifications.

i. It is expressly understood by the Borrower that the Agency's monitoring of the Borrower's compliance with the requirements of §42 of the Code does not and will not make the Agency liable in any manner whatsoever for any noncompliance with such requirements.

6.3 Late Filing Penalties - Unless otherwise specified herein, all reports, certifications or information required under this Article 6 shall be submitted to the Agency by the 20th day of the month following the month to which they relate, and shall be in a format reasonably acceptable to the Agency. The Agency shall notify the Borrower in the event it has not received any report required hereunder within fifteen (15) days of the date due (as such due date may be extended upon approval of the Agency). If Borrower fails to submit such delinquent report within five (5) days after the date of such notice, the Borrower will be subject to a late filing fee equal to the lesser of (i) five percent (5%) of the then current monthly mortgage debt service obligation, or (ii) $5,000, which amount



kgent Doc #: 01200713632 Printed Page 28 of 46

will be assessed initially and for each succeeding month until such report is submitted. Notwithstanding the above, and with respect only to annual audited financial statements required pursuant to Section 6.1(g), above which have been granted a 30 day filing extension, failure to file such reports upon the expiration of such 30 day period (as such period may be further extended at the sole discretion of the Agency) will immediately, and without any notice required from the Agency, subject the Borrower to a late filing penalty equal to the lesser of (i) five percent (5%) of the then current monthly mortgage debt service obligation, or (ii) $20,000, which amount will be assessed initially and for each succeeding month until such report is submitted.

## 7.0 GENERAL PROVISIONS

7.1 Interpretation and Section Headings - In this Agreement: a. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms as used in this Agreement refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of this Agreement.

b. Unless the context otherwise requires, words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words defined in the singular have the same meaning when used in the plural and vice versa.

c. Words importing persons include firms, associations, partnerships, trusts, corporations, limited liability companies and other legal entities including public bodies, as well as natural persons.

d. Any headings preceding the texts of any section, paragraph or subparagraph of this Agreement and table of contents appended to the copies hereof shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

e. All certifications, documents and instructions, including those regarding approvals, consents and acceptances, required to be given or made by any person or party hereunder shall be made in writing.

7.2 Parties Bound - This Agreement shall be binding upon the Borrower, the Fee Title Holder and the Agency and any of their respective successors and assigns. Prior to any sale, transfer or other disposition of the Project, the Borrower and the Fee Title Holder shall require the



kgent Doc #: 01200713632 Printed Page 29 of 46

subsequent purchaser or transferee to assume in writing the Borrower's and Fee Title Holder's obligations and duties under this Agreement and shall provide the Agency with a copy of such assumption. Such obligations and duties shall extend to the provisions that all partners or principals of the new owner shall also be bound hereby. Any sale, transfer or other disposition of the Project without such written assumption is null and void and not effective to result in the sale, transfer or other disposition of the Project or to relieve the Borrower or the Fee Title Holder of obligations under this Agreement. The Borrower and the Fee Title Holder acknowledge that to the extent controlled by the Borrower or the Fee Title Holder or any of the purchasers, transferees, partners or principals of the new owner, it is intended that each person who is "related" to any party bound by this Agreement shall also be bound by this Agreement.

7.3 Compliance with Equal Opportunity Laws and Regulations - The Borrower and the Fee Title Holder shall comply with all applicable state and federal laws and regulations regarding affirmative action, equal opportunity in employment and fair housing laws.

7.4 Governing Law - This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with and governed by the laws of the State of New York. In the event of conflict between the provisions of this Agreement and federal laws, regulations and requirements, the latter shall prevail.

7.5 Notices - All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses first set forth herein or to such other place as the Agency or the Borrower from time to time designate in writing. All notices to be given to the Borrower pursuant to this Agreement shall also be given to Alliant Asset Management Company, 21660 Oxnard Street, Suite 1200, Woodland Hills, California 91367, Attention: Shawn Horwitz.

7.6 Waiver - No omission by the Agency or act of the Agency other than a writing signed by it waiving a breach by the Borrower, shall constitute a waiver thereof. No such waiver of any breach shall be deemed a waiver of any other or subsequent breach or affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

7.7 Severability - All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be



kgent Doc #: 01200713632 Printed Page 30 of 46

limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any provision shall be held to be invalid, illegal or unenforceable, only such provision or part thereof shall be affected by such holding and the validity of other provisions of this Agreement and of the balance of any provision held to be invalid, illegal or unenforceable in part only, shall in no way be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had not been contained therein.

7.8 Counterparts - This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

7.9 HFA Sign - Subject to compliance with local laws and codes, during construction of the Project and for a period of up to six months thereafter, Borrower shall at its own expense provide, erect, maintain, and insure a sign in a design format and of a size, materials and appearance required by the Agency, in a location at the Project site acceptable to the Agency, and stating that the Project has been financed by the Agency. If the Borrower uses a sign provided by the Agency, Borrower shall reimburse the Agency for the cost of the sign, including the cost of transporting the sign to the site of the Project.

7.10 Modification and Waiver - This Agreement and the provisions herein may not be waived, amended, modified or rescinded unless such waiver, amendment, modification or rescission is in writing, and signed by the Borrower and the Agency.

7.11 Servicing Fee - (a) Commencing on October 1, 2007, and on the first business day of each succeeding month for so long as the Mortgage Loan shall remain outstanding, the Borrower shall pay to the Lender, in equal monthly installments in arrears, a servicing fee ("HFA Servicing Fee") of 035% per annum on the original principal amount of the Bonds and the Mortgage Loan, until such time as principal amount of the Mortgage Loan has been reduced to the permanent loan amount ("Permanent Loan Amount") as a result of the redemption of certain Bonds following completion of construction and lease up of the Project, whereupon, the HFA Servicing Fee shall be 035% per annum on the original principal amount (non-declining) of the Permanent Loan Amount. Upon the termination or expiration of the IRP Agreement and for so long as the Mortgage Loan and the Bonds are outstanding, the HFA Servicing Fee shall be reduced to 0.25% per annum on the



kgent Doc #: 01200713632 Printed Page 31 of 46

original principal amount of the Mortgage Loan or on the original principal amount of the Permanent Loan Amount, as the case may be. Notwithstanding the foregoing, the first monthly payment of the HFA Servicing Fee shall be in the amount of $765.20, representing a pro-rated amount for the balance of the month in which the mortgage closing occurred.

(b) Commencing on the first date on which both the Bonds and the Mortgage Loan are no longer outstanding until the termination of this Regulatory Agreement, the Borrower shall pay to the Agency an annual monitoring fee ("Monitoring Fee"), in the amount of the greater of: (i) 1% of the total rent revenue due from the Low Income Units (whether or not collected); or (ii) .25% of the original principal amount of the Mortgage Loan, which fee shall be payable in equal monthly installments provided, however, that such Monitoring Fee shall not be applicable so long as a servicing fee remains payable to the Agency pursuant to the terms of the Note.

7.12 Approval of Commercial Leases Affecting the Mortgaged Property - The Borrower shall submit to the Agency for its prior written approval, which shall not be unreasonably withheld, the identity of any prospective retail or other commercial tenant and the proposed usage of the space.

## 8.0 SECTION 236 INTEREST RATE REDUCTION PAYMENTS REQUIREMENTS

8.1 Representations - The Borrower represents that as of the date hereof :

(A) the Fee Title Holder is a not-for-profit corporation, non-profit entity or limited dividend corporation or other limited dividend entity constituting an eligible mortgagor for the purposes of section 236(e) (2) of the National Housing Act;

(B) the Borrower, and any of its members, partners or shareholders, is in good standing is in good standing with U.S. Department of Housing and Urban Development and has received 2530 Clearance Approval;

(C) HUD has approved the Basic Rental charges and the Market Rental charge for the Project.

8.2 Incorporation by Reference - The Borrower agrees that the term of the Use Agreement, the covenants, obligations and agreement of the Borrower contained in the IRP Agreement are hereby incorporated by reference into this Agreement so that any that noncompliance with any of said covenants, obligations or agreements beyond all applicable grace and cure periods, shall



kgent Doc #: 01200713632 Printed Page 32 of 46

constitute noncompliance with the terms of this Agreement and an "Event of Default" of the Mortgage.

8.3 Covenants - (A) Notwithstanding any other covenant contained in this Agreement, the Borrower agrees to cooperate and comply with any requirements determined by the Agency to be reasonably necessary to assist the Agency in assuring compliance with the IRP Agreement;

(B) Any restrictions on occupancy of the units in the Project imposed by the Use Agreement shall be in addition to any other the limitations of contained in this Agreement.

(C) The Borrower shall submit to the Agency any reports required to be submitted HUD under the IRP Agreement and the Use Agreement or any applicable law or regulation.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.**

**SIGNATURE PAGE FOLLOWS.**



kgent Doc #: 01200713632 Printed Page 33 of 46

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives, as of the day and year first written above.

Approved by Counsel
to the Agency

By: _____
Stuart Zalka
Associate Counsel

Agency:
**NEW YORK STATE HOUSING FINANCE AGENCY**

By: _____
Marian A Zucker
Executive Vice President

Borrower:
**ADMIRAL HALSEY, L.P.**

By: Admiral Halsey Developers, LLC,
its general partner
By: ONY Admiral Halsey, LLC, its manager
By: Omni New York LLC, its manager

By: _____
Eugene Schneur
Managing Member

Fee Title Holder:
**ADMIRAL HALSEY APARTMENTS INC.,**

By: _____
Eugene Schneur
President



kgent Doc #: 01200713632 Printed Page 34 of 46

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

On the 14th day of September in the year 2007, before me, the undersigned, a notary public in and for said state, personally appeared **Marian Zucker** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public
Commission expires:

JOHN H. FERRIS
Notary Public, State of New York
No. 01FE6142524
Qualified in Sullivan County
Commission Expires 03/20/2010

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

On the 18th day of September in the year 2007, before me, the undersigned, a notary public in and for said state, personally appeared **Eugene Schneur** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public
Commission expires:

MARYANN VITACCO
NOTARY PUBLIC
STATE OF NEW YORK
ID # 01V16129481
COUNTY: RICHMOND
EXPIRES: 06/27/2009

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

On the 18th day of September in the year 2007, before me, the undersigned, a notary public in and for said state, personally appeared **Eugene Schneur** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public
Commission expires:

MARYANN VITACCO
NOTARY PUBLIC
STATE OF NEW YORK
ID # 01V16129481
COUNTY: RICHMOND
EXPIRES: 06/27/2009



kgent Doc #: 01200713632 Printed Page 35 of 46

SCHEDULE A

DESCRIPTION OF PREMISES



kgent Doc #: 01200713632 Printed Page 36 of 46

## SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Poughkeepsie, County of Dutchess and State of New York, and is more particularly described as follows:

BEGINNING at the point of intersection of the Northerly line of Main Street with the Easterly line of North Perry Street; thence northerly along the easterly line of North Perry Street the following two (2) courses:

1. North 14 degrees 18 minutes 30 seconds East 266.82 feet and
2. North 14 degrees 35 minutes 50 seconds East 121.38 feet

To a rebar found marking the northwesterly corner of the herein described premises; thence easterly along dividing line between the herein described premises on the south and the lands, now or formerly, of the City of Poughkeepsie on the north as marked in part by the remains of a chain link fence and concrete wall South 75 degrees 33 minutes 50 seconds East 231.43 feet to a point, said point being the northeasterlymost corner of the herein described premises; thence southerly along the westerly line of the lands, now or formerly, of Bahrenburg (Deed Liber 1560, Page 853) on the east as marked in part by a concrete wall and the remains of a chain link fence the following three (3) courses:

1. South 19 degrees 04 minutes 40 seconds West 67.10 feet,
2. South 74 degrees 01 minutes 10 seconds East 10.83 feet and
3. South 13 degrees 00 minutes 20 seconds West 76.50 feet

To a rebar found; thence continuing southerly along the westerly line of Bahrenberg and the westerly line of lands, now or formerly, of Kiefert the following seven (7) courses:

1. South 71 degrees 55 minutes 00 seconds East 5.00 feet,
2. South 13 degrees 59 minutes 10 seconds West 64.00 feet,
3. South 73 degrees 42 minutes 20 seconds East 8.01 feet,
4. South 15 degrees 55 minutes 10 seconds West 25.87 feet,
5. South 76 degrees 52 minutes 40 seconds East 32.49 feet,
6. South 16 degrees 27 minutes 10 seconds West 117.31 feet and
7. South 15 degrees 39 minutes 50 seconds West 39.99 feet

to a point on the northerly line of Main Street; thence westerly along said road line North 75 degrees 04 minutes 50 seconds West 278.82 feet to the point or place of BEGINNING.

kgent Doc #: 01200713632 Printed Page 37 of 46

EXHIBIT A

AGREEMENT BETWEEN AGENCY AND SUCCESSOR MORTGAGEE
IN THE EVENT OF ASSIGNMENT OF THE MORTGAGE

After the Mortgage has been assigned to [insert name of successor mortgagee], the Agency's right to enforce the Mortgage, in its own right, shall be on the condition that the Agency may only cause an acceleration of the amounts due under the Mortgage Note and/or commencement of foreclosure of the Mortgage if the Agency has received the written consent of [insert name of successor mortgagee] or an opinion of a nationally recognized bond counsel acceptable to the Agency to the effect that such noncompliance under the Regulatory Agreement, the failure to accelerate the amount due under the Mortgage Note and/or commence foreclosure of the Mortgage, would adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Agency's bonds issued with respect to such Mortgage Loan. The Agency hereby agrees that it will only exercise its rights under the Loan Agreement, Mortgage and Regulatory Agreement to declare the outstanding balance of the Mortgage Loan to be due and payable and/or to foreclosure on the Mortgage as herein provided. This provision shall affect only the rights of [insert name of successor] and the Agency and it is not intended that the Borrower shall be a third party beneficiary hereof.



kgent Doc #: 01200713632 Printed Page 38 of 46

EXHIBIT B

PURSUANT TO NYSHFA REGULATORY AGREEMENT

Pursuant to that certain Regulatory Agreement dated as of the 19th day of September, 2007 ("Regulatory Agreement"), by and between the New York State Housing Finance Agency ("Agency") and **ADMIRAL HALSEY, L.P.** ("Borrower"), the Borrower hereby certifies to the Agency as set forth below. All capitalized terms used but not defined herein shall have the meaning given to them in the Regulatory Agreement.

1. The Borrower has requested a disbursement of a portion of the Mortgage Loan in the amount and for the purposes described on the attachment hereto. Such disbursement is referred to herein as the "Disbursement". The Certifications herein are made with respect to the Disbursement. This Disbursement will only be used for costs of the Project described in the Regulatory Agreement.

2. All certifications, representations and warranties made by the Borrower in the Regulatory Agreement and Borrower's Tax Certification executed simultaneously with the Regulatory Agreement, as either may have been amended and approved by the Agency, together with all supplements thereto and all prior Disbursement Certifications, except as so amended and approved, remain true and correct on the date of this Disbursement Certification and are hereby incorporated and repeated herein with full force and effect. Specifically and not by way of limitation the Borrower warrants the accuracy of the schedules of costs, actual or estimated as the case may be, included in the Borrower's Tax Certification. Borrower further warrants (x) that the Disbursement does not cause a change in the amount of any line item in the Borrower's Tax Certification, or in the alternative (y) that if it does cause such a change, attached hereto is a completed and executed Borrower's Tax Certification, revised to reflect any such change, together with the written approval thereof from the Agency.

3. After taking into account the Disbursement, no Mortgage Loan disbursements previously disbursed for payment of Expenditures with respect to the Project, as shown on Schedule A to the Borrower's Tax Certification, will have been applied to pay or reimburse the Borrower for the payment of "Unqualified Costs" (as classified in the Borrower's Tax Certification) of the Project in excess of the amounts shown on Schedule A of the Borrower's Tax Certification.

4. After taking into account the Disbursement and all prior and expected Disbursements, the aggregate amount of all Mortgage Loan disbursements which have been or will be applied to pay



kgent Doc #: 01200713632 Printed Page 39 of 46

or reimburse the Borrower for the payment of the cost of land or any interest therein (including capitalized lease payments) is or will be less than twenty five percent (25%) of the aggregate amount of Mortgage Loan.

5. After taking into account the Disbursement and all prior and anticipated Disbursements, the "average maturity" of the Bonds will not exceed (120%) of the "average reasonably expected economic life" (within the meanings ascribed to such quoted terms in Section 147(b) of the Code) of the Project financed or to be financed with the Mortgage Loan.

6. The Disbursement is requested to pay, or reimburse the Borrower for the payment of costs of the Project theretofore paid or incurred. After giving effect to the payment of costs for which this Disbursement request is made, Borrower expects that, at the time the costs are certified for LIHTC purposes in connection with preparation of Form 8609 for any building in the Project, the proceeds of the tax-exempt bonds will be allocable to costs in the sequence and manner provided in Section 4.6 of the Loan Agreement.

7. The Borrower is in compliance with all of the terms and conditions of the Regulatory Agreement on the part of the Borrower to be observed or performed and is not aware of any impending failure in such compliance in any material respect.

IN WITNESS WHEREOF, the Borrower has caused this Certification to be duly executed and delivered as of the date first above written.

**ADMIRAL HALSEY, L.P.**

By: Admiral Halsey Developers, LLC,
its general partner

By: ONY Admiral Halsey, LLC, its manager

By: Omni New York LLC, its manager

By: _____
Eugene Schneur, Managing Member



kgent Doc #: 01200713632 Printed Page 40 of 46

EXHIBIT "C"

ADJUSTMENTS FOR SMALLER AND LARGER FAMILIES
TO THE AREA MEDIAN INCOME FIGURE

Number of Persons in Family

60% AMI LOW INCOME UNITS

| 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|
| 42.0 % | 48.0% | 54.0% | 60.0% | 64.8 % | 69.6% |

THE PERCENTAGES SET FORTH ABOVE ARE PERCENTAGES TO BE APPLIED TO AREA MEDIAN INCOME TO DETERMINE APPROPRIATE INCOME LEVELS



kgent Doc #: 01200713632 Printed Page 41 of 46

SERVICES AND AMENITIES FORM

**Project: ADMIRAL WILLIAM F. HALSEY SENIOR VILLAGE**

1) The project includes commercial space, either financed by the Agency or included in the total development cost of the project: _____Yes __X___No

2) There will be ___1___ units reserved for resident managers, superintendents and/or employees:

| Unit # (If Known) | Unit Type | Residential or Commercial Use | Revenue or Non-Revenue Generating |
|---|---|---|---|
| 110 | 2bdrm | | Non-Revenue Generating |
| | | | |

3) The following services and amenities are offered by the project for a fee which is NOT included in the monthly base rent for all tenants (both affordable and market rate):

G Parking spaces:
- G All spaces
- G Indoor parking or garages only
- G Additional space(s) after one
- G Other: 38 OF THE 55 SPOTS ARE FOR RESIDENTS WHO PAY $5/MONTH. THIS ARRANGEMENT WILL CONTINUE UNDER THE NEW MANAGEMENT.

G Storage Space: NO

G Recreational facilities: NO

G Individual Utilities:
- G Electric
- G Gas
- G Water
- G Heat
- G A/C A/C ELECTRIC USAGE IS PAID BY THE BUILDING AND THEN THE BUILDING CHARGES THE TENANTS. THE TENANTS WERE CHARGED $228/SEASON FOR A/C ELECTRIC USAGE IN 2006. THIS ARRANGEMENT WILL CONTINUE UNDER THE NEW OWNERSHIP.

G Cable service CABLE IS PURCHASED IN BULK BY THE BUILDING AND THEN THE BUILDING CHARGES THE TENANTS PER OUTLET. THERE ARE 114 OUTLETS IN THE BUILDING AND IN 2006 THE TENANT'S WERE CHARGED $23/MONTH. THIS ARRANGEMENT WILL CONTINUE UNDER THE NEW MANAGEMENT.

G Laundry facilities:
- G Washer/Dryer hook-up
- G Washer/Dryer in unit
- G Laundry room: COIN MACHINES

G Structural or architectural features:
- G Bay windows
- G Balconies
- G Den in apartment
- G Fireplaces
- G Vaulted ceilings
- G Other: _____

G Other services and/or amenities for which a fee will be charged: _____

kgent Doc #: 01200713632 Printed Page 42 of 46

4) If applicable, the service package for senior/congregate/assisted projects includes:

_____

**Certification: I, as Owner, hereby certify that the information contained herein is accurate and correct.**

**Admiral Halsey, L.P.**

**By: Admiral Halsey Developers, LLC, its general partner**

**By: ONY Admiral Halsey, LLC, its manager**

**By: Omni New York LLC, its manager**

**By:** _____ **Dated:** 9/6/07

**Eugene Schneur, Managing Member**

kgent Doc #: 01200713632 Printed Page 43 of 46

**TABLE OF CONTENTS** ..... i

**APPENDICES AND EXHIBITS** ..... ii

**RECITALS** ..... 1

1.0 **DEFINITIONS** ..... 3

2.0 **ENFORCEMENT** ..... 5
- 2.1 Incorporation into Mortgage and Termination of Agreement ..... 5
- 2.2 Recording and Lien Provisions ..... 6
- 2.3 Remedies ..... 6
- 2.4 Indemnification ..... 7

3.0 **TERM** ..... 7
- 3.1 Term of Agreement ..... 7
- 3.2 Special Rules for Tax Credits ..... 8

4.0 **TENANTS AND LEASES** ..... 8
- 4.1 Rental Restrictions ..... 8
- 4.2 Low Income Occupancy Requirements ..... 9
- 4.3 Low Income Unit Rents, Fees and Charges ..... 11
- 4.4 Lease Provisions for Low Income Units ..... 12
- 4.5 Fair Market Housing Guidelines ..... 12
- 4.6 Additional Occupancy Requirements .....

5.0 **OPERATING RULES** ..... 13
- 5.1 Project Restrictions ..... 13
- 5.2 Low Income Unit Requirements ..... 14
- 5.3 Replacement Reserve Account ..... 14
- 5.4 Project Management ..... 15
- 5.5 Change of Principals and Transfer Restrictions ..... 16
- 5.6 Prohibited Persons ..... 18
- 5.7 Changes to Structure of Borrower Entity ..... 19
- 5.8 General Covenants; Use of Mortgage Proceeds; Other Restrictions ..... 19

6.0 **REPORTING** ..... 20
- 6.1 Information and Project Reports ..... 20
- 6.2 Monitoring and Record keeping Requirements ..... 23
- 6.3 Late Filing Penalties ..... 26

7.0 **GENERAL PROVISIONS** ..... 25
- 7.1 Interpretation and Section Headings ..... 25



kgent Doc #: 01200713632 Printed Page 44 of 46

7.2 Parties Bound ..... 26
7.3 Compliance with Equal Opportunity Laws and Regulations ..... 26
7.4 Governing Law ..... 26
7.5 Notices ..... 27
7.6 Waiver ..... 27
7.7 Severability ..... 27
7.8 Counterparts ..... 27
7.9 HFA Sign ..... 27
7.10 Modification and Waiver ..... 28
7.11 Servicing Fee ..... 28
7.12 Approval of Commercial Leases Affecting the Mortgaged Property ..... 28

8.0 **SECTION 236 INTEREST RATE REDUCTION PAYMENT REQUIREMENTS**
8.1 Representations
8.2 Incorporation by Reference
8.3 Covenants

**APPENDICES AND EXHIBITS**

Schedule A - Legal Description of the Premises

Exhibit A - Mortgagee's Assignment Certificate

Exhibit B - Borrower's Disbursement Certification

Exhibit C - Adjustments for Smaller and Larger Families to the Area Median Income Figure

Exhibit D - Project Services and Amenities

HDP
No Fee

Execution Copy

# REGULATORY AGREEMENT

**Between and Among**

## NEW YORK STATE HOUSING FINANCE AGENCY,

## ADMIRAL HALSEY, L.P.

## And

## ADMIRAL HALSEY APARTMENTS INC.

**FOR THE**

**ADMIRAL WILLIAM F. HALSEY**
**SENIOR VILLAGE PROJECT**

**Regulatory Agreement for HFA Multi Family Housing Project**
**Section 236 Interest Rate Reduction Payments**
**and**
**Low Income Housing Tax Credits**

Record and Return to:

Stuart Zalka, Esq.
New York State Housing Finance Agency
641 Lexington Avenue
New York, NY 10022

Title #06-AD-36463
Premises: 135 Main Street,
Poughkeepsie, NY

Section - 6062
Block - 76
Lot - 911183
County - Dutchess



kgent Doc #: 01200713632 Printed Page 46 of 46

## Dutchess County Clerk Recording Page

Record & Return To :

NYS HOUSING FINANCE AGENCY
641 LEXINGTON AVE
New York, NY 10022

Date Recorded . 03/11/2009
Time Recorded : 12:24:00

Document # : 01 2009 1656

Received From : ADVANTAGE TITLE

Mortgagor : ADMIRAL HALSEY LP
Mortgagee : NYS HOUSING FINANCE AGENCY

Recorded In : Mortgage
Instrument Type : no fee by law/agmt

Tax District . City of Poughkeepsie

Examined and Charged As Follows :

| | |
|---|---|
| Recording Charge : | $5.20 |
| Mortgage Amount : | $0.00 |
| Mortgage Type : | No Tax / Serial # |
| Mortgage Tax County : | $0.00 |
| Total Tax : | $0 00 |
| Serial Number : | |
| Affidavit : | N |

Number of Pages : ~~8~~ 7

*** Do Not Detach This Page
*** This Is Not A Bill
#0120071363 2

County Clerk By : msp / _____
Receipt # : R11774
Batch Record . D151

Bradford Kendall
County Clerk

0120091656

kgent Doc #: 0120091656 Printed Page 1 of 7

**FIRST AMENDATORY AGREEMENT**
**To the**
**REGULATORY AGREEMENT**
**For the**

**ADMIRAL WILLIAM F. HALSEY SENIOR VILLAGE PROJECT**

This First Amendatory Agreement ("Amendment"), entered into as of this 4 day of March, 2009, by and among **ADMIRAL HALSEY, L.P.**, a New York partnership with offices at c/o Omni New York LLC, 885 Second Avenue, Floor 31, Suite C, New York, NY 10017 (together with any permitted transferee) (**"Owner"** or **"Borrower"**), and **ADMIRAL HALSEY APARTMENTS INC.**, a New York limited profit housing company organized pursuant to Article II of the New York Private Housing Finance Law, having its principal address at c/o Omni New York LLC, 885 Second Avenue, Floor 31, Suite C, New York, NY 10017 (**"Fee Title Holder"** or **"Fee Owner"**), and **NEW YORK STATE HOUSING FINANCE AGENCY** (**"Agency"** or **"HFA"**), a corporate governmental agency established pursuant to Article III of the new York State Private Housing Finance Law (the "PHFL"), constituting a public benefit corporation, having offices at 641 Lexington Avenue, New York, New York 10022.

***WITNESSETH:***

**WHEREAS**, as of September 19, 2007, the Owner, Fee Owner and Agency entered into a certain Regulatory Agreement ("Regulatory Agreement") with respect to the multi-family residential rental project known as the **Admiral William F. Halsey Senior Village Project** ("Project"), located at 135 Main Street in the City of Poughkeepsie, Dutchess County, State of New York, as more fully described in Schedule A attached hereto and made a part hereof ("Premises"); and

**WHEREAS**, the Regulatory Agreement was recorded on September 28, 2007 under Document Number 01 2007 13632, in the Dutchess County Clerk's Office; and

**WHEREAS**, pursuant to the Regulatory Agreement, the Project is required to be maintained as a qualified low-income housing project within the meaning of §42 of the Internal Revenue Code of 1986, as amended ("Code"), with a certain portion (the "Applicable Fraction") of each building in the Project set aside for occupancy by qualified low-income tenants as defined in the Regulatory Agreement; and

**WHEREAS**, the Code requires that an Extended Low Income Housing Commitment ("ELIHC"), as defined in Code §42(h)(6)(B), must be maintained in effect with respect to each building in the Project; and

**WHEREAS**, the Code requires that the Applicable Fraction be specified in the ELIHC; and

**WHEREAS**, the §42(h)(6)(B)(vi) of the Code requires that the ELIHC must be recorded pursuant to State law with respect to such Project; and

**WHEREAS**, the ELIHC for the Project is incorporated into the Regulatory Agreement; and

**WHEREAS**, pursuant to §42(m) of the Code, the Agency serves as the housing credit agency with responsibility under Treasury Regulation 1.42-5 for monitoring the Project's compliance with federal low-income housing tax credit ("LIHTC") requirements; and



kgent Doc #: 0120091656 Printed Page 2 of 7

**WHEREAS**, the parties to the Regulatory Agreement desire to modify and amend the Regulatory Agreement to ensure that the Applicable Fraction with respect to each of the buildings in the Project is properly specified in the Regulatory Agreement;

**NOW THEREFORE**, the parties hereto agree as follows:

1. The ninth "Whereas" clause in the recitals of the Regulatory Agreement is hereby deleted, and such "Whereas" clause is amended to read as follows:

**WHEREAS**, upon completion of the rehabilitation of the Project, 116 of the 118 revenue generating housing units in the Project are to be set-aside for tenants with incomes at or below 60% of the Poughkeepsie-Newburgh-Middletown Area Median Income ("AMI") adjusted for family size (each a "Low Income Unit"), and the remaining two revenue generating housing units in the Project shall be set-aside for occupancy by tenants having incomes less than 95% of AMI. All revenue producing housing units in the Project shall be occupied by households in which at least one member is handicapped or not less than 62 years of age.

2. Notwithstanding anything to the contrary that may be found in the Regulatory Agreement, Section 3.2(d)(1) of the Regulatory Agreement is hereby deleted, and such provision of the Regulatory Agreement is amended to read as follows:

(1) except as provided in Section 4.2 of this Agreement, the Low Income Units, constituting not less than 98.25% of the total residential rental unit square footage in the Project, shall be occupied or available for occupancy by qualified families or individuals earning not more than 60% of the AMI adjusted for family size, as defined in §42(c)(1) of the Code, and is hereby specified for the building in the Project, as follows:

| Building Address | Building Identification No. ("BIN") | Applicable Fraction |
|---|---|---|
| 135 Main Street, Poughkeepsie, NY | NY-09-900002 | 98.25% |

3. Notwithstanding anything to the contrary that may be found in the Regulatory Agreement, Section 3.2(d)(6) of the Regulatory Agreement is hereby deleted, and such provision of the Regulatory Agreement is amended to read as follows:

(6) the applicable fraction (as defined by §42(c)(1) of the Code) for the Project shall be 98.25%, with the Borrower having elected to operate the Project under the 40% of the rental revenue housing units at 60% of AMI set aside.

4. Notwithstanding anything to the contrary that may be found in the Regulatory Agreement, the first sentence of Section 5.2 of the Regulatory Agreement is hereby deleted, and such first sentence of such Section 5.2 of the Regulatory Agreement is amended to read as follows:

The Low Income Units shall constitute at least 116 of the 118 residential rental revenue units in the Project (other than the single superintendent's unit).

5. The parties hereto agree to promptly cause a fully executed original counterpart of this Amendment to be recorded in the Dutchess County Clerk's Office, State of New York.

6. All capitalized terms used in this Amendment and not otherwise defined shall have the meaning assigned to them in the Regulatory Agreement; and

7. Except as expressly amended herein, all terms, conditions and provisions of the Regulatory Agreement remain in full force and effect.



kgent Doc #: 0120091656 Printed Page 3 of 7

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed and delivered by their respective duly authorized representatives, as of the day and year first written above.

Approved by Counsel
to the Agency

By: _____
Jay M. Tucker
Associate Counsel

**NEW YORK STATE HOUSING FINANCE AGENCY**

By: _____
Mariar A. Zucker
Executive Vice President

**ADMIRAL HALSEY, L.P.** a New York limited partnership

By: Admiral Halsey Developers, LLC, its General Partner,
By: ONY Admiral Halsey, LLC, its manager
By: Omni New York LLC, its manager

By: _____
Eugene Schneur
Managing Member

**ADMIRAL HALSEY APARTMENTS INC.**,
a limited profit housing company

By: _____
Eugene Schneur
President



kgent Doc #: 0120091656 Printed Page 4 of 7

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

On the 26 day of February, in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared **Marian A. Zucker** 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.

Yvonne Zavatto
Notary Public
Commission expires:

YVONNE ZAVATTO
Notary Public, State of New York
No. 01ZA5077594
Qualified in New York County
Commission Expires May 12, 2011

STATE OF NEW YORK )
) ss:
COUNTY OF New York )

On the 4 day of March, 2009 in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared **Eugene Schneur** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names 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.

Jacqueline A Betancourt
Notary Public
Commission expires:

JACQUELINE A. BETANCOURT
Notary Public, State of New York
No. 01BE6169075
Qualified in New York County
Commission Expires June 18, 2011

STATE OF NEW YORK )
) ss.:
COUNTY OF New York )

On the 4 day of March, 2009 in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared **Eugene Schneur** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names 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.

Jacqueline A Betancourt
Notary Public
Commission expires:

JACQUELINE A. BETANCOURT
Notary Public, State of New York
No. 01BE6169075
Qualified in New York County
Commission Expires June 18, 2011



kgent Doc #: 0120091656 Printed Page 5 of 7

## SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Poughkeepsie, County of Dutchess and State of New York, and is more particularly described as follows:

BEGINNING at the point of intersection of the Northerly line of Main Street with the Easterly line of North Perry Street; thence northerly along the easterly line of North Perry Street the following two (2) courses:

1. North 14 degrees 18 minutes 30 seconds East 266.82 feet and
2. North 14 degrees 35 minutes 50 seconds East 121.38 feet

To a rebar found marking the northwesterly corner of the herein described premises; thence easterly along dividing line between the herein described premises on the south and the lands, now or formerly, of the City of Poughkeepsie on the north as marked in part by the remains of a chain link fence and concrete wall South 75 degrees 33 minutes 50 seconds East 231.43 feet to a point, said point being the northeasterlymost corner of the herein described premises; thence southerly along the westerly line of the lands, now or formerly, of Bahrenburg (Deed Liber 1560, Page 853) on the east as marked in part by a concrete wall and the remains of a chain link fence the following three (3) courses:

1. South 19 degrees 04 minutes 40 seconds West 67.10 feet,
2. South 74 degrees 01 minutes 10 seconds East 10.83 feet and
3. South 13 degrees 00 minutes 20 seconds West 76.50 feet

To a rebar found; thence continuing southerly along the westerly line of Bahrenberg and the westerly line of lands, now or formerly, of Kiefert the following seven (7) courses:

1. South 71 degrees 55 minutes 00 seconds East 5.00 feet,
2. South 13 degrees 59 minutes 10 seconds West 64.00 feet,
3. South 73 degrees 42 minutes 20 seconds East 8.01 feet,
4. South 15 degrees 55 minutes 10 seconds West 25.87 feet,
5. South 76 degrees 52 minutes 40 seconds East 32.49 feet,
6. South 16 degrees 27 minutes 10 seconds West 117.31 feet and
7. South 15 degrees 39 minutes 50 seconds West 39.99 feet

to a point on the northerly line of Main Street; thence westerly along said road line North 75 degrees 04 minutes 50 seconds West 278.82 feet to the point or place of BEGINNING.

kgent Doc #: 0120091656 Printed Page 6 of 7

CC 5.20

**Execution Copy**

NEW YORK STATE HOUSING FINANCE AGENCY

**and**

ADMIRAL HALSEY, L.P.
**and**

ADMIRAL HALSEY APARTMENTS INC.

# FIRST AMENDATORY AGREEMENT

**To the**

**REGULATORY AGREEMENT**

**For the**

# ADMIRAL WILLIAM F. HALSEY SENIOR VILLAGE PROJECT

**Record and Return to:**

Jay M. Ticker, Esq.
New York State Housing Finance Agency
641 Lexington Avenue
New York, NY 10022
Telephone: (212-872-0365)
(jticker@nyhomes.org)

| | |
|---|---|
| Premises: | 135 Main Street, City of Poughkeepsie, NY |
| Section: | 6062 |
| Block: | 76 |
| Lot: | 911183 |
| County: | Dutchess |

Title #06-AD-36463 - Ctsy



kgent Doc #: 0120091656 Printed Page 7 of 7

# )UGHKEEPSIE POLICE DEPARTMENT

## SITE PLAN REVIEW

**DATE: 12-14-2021**

RECEIVED

**PROJECT NAME: Admiral Halsey II**

**PROJECT ADDRESS: 135 Main Street**

☒ **THE SITE PLAN IS ACCEPTABLE AND WILL BE SIGNED WITH NO CONDITIONS**

☐ **THE SITE PLAN IS UNACCEPTABLE AS SUBMITTED. THE PLAN WILL BE SIGNED IF THE FOLLOWING CONDITIONS ARE SATISFIED.**

**CONDITIONS:**

| APPROVED BY CHIEF THOMAS PAPE OR AGENT: | DATE: |
|---|---|
| | 12-14-21 |

400 Columbus Avenue
Suite 180E
Valhalla New York 10595
Main: 877 627 3772
colliersengineering.com

Colliers Engineering & Design

September 2, 2022

Mr. Joseph Lozada
Omni New York
909 Third Avenue, 21st Floor
New York, NY 10022

Admiral Halsey II - 135 Main Street
Colliers Engineering & Design Project No. 22003478A

Dear Mr. Lozada:

As requested, this report supplements our previous report of April 15, 2022, and provides additional historical information on parking and site operations as well as further information and clarification regarding the proposed Admiral Halsey II building that was requested by the City of Poughkeepsie Zoning Board of Appeals. Specifically, this letter confirms that our analysis of the parking demand for the Admiral Halsey I and II buildings have considered the specific circumstances of the applicable regulatory agreements for each building, and have also considered historic data regarding tenant characteristics in Admiral Halsey I, as well as historic aerial photographs showing historic parking usage at the site.

We have also considered the anticipated parking requirements associated with the Admiral Halsey II 72-unit senior apartment development. 36 of the 72 units will be occupied by Frail Elderly, a special population defined by having one or more physical impairment that require services so that the resident may continue to live independently. Figure No. 1A (Appendix A) identifies the site location. In addition, we have reviewed the Poughkeepsie City Code requirements as well as data published by the Institute of Transportation Engineers (ITE) regarding parking criteria and how the existing parking utilization relates to the proposed project.

Admiral Halsey I, the existing building, and Admiral Halsey II, the proposed building, are both age-restricted and income-restricted residential buildings of independent living. Neither building is "assisted living." The following is a summary of the compiled information and our recommendations with regards to parking.

1. Existing Parking Condition Surveys (Tables No. 1, P-1, P-2, and P-3)

   Observations of existing parking utilization during peak time periods for both Weekday and Saturday conditions were undertaken by representatives of Colliers Engineering & Design at the existing Admiral Halsey I facility (119 one-bedroom apartments). The purpose was to identify the current parking utilization at the site in relation to the number of existing residential units at that facility. The surveys of the site were collected on Thursday, April 7th,

Colliers Engineering & Design

and Saturday, April 9, 2022. It should be noted that at the time of the surveys, the dwelling units were all leased.

As summarized in Table No. 1 for the parking areas at the existing site, which contains some 55 spaces (including 2 handicapped spaces), a total peak utilization of 38 occupied spaces was observed on a Weekday and 36 spaces on a Weekend were found. See Tables P-1, P-2, and P-3 (Appendix B). In addition, we reviewed some of the other historical parking usage data provided by the management company for the facility, which also showed similar peak utilization with 36 spaces occupied on the Weekday and a maximum peak of 40 spaces occupied on a Saturday in December. These are referenced in the summary contained in Table No. 1. In addition, to further document past usage at the site, we have included various historical aerial photographs covering the period 1980 through 2021, which indicate similar levels of usage (see Appendix C).

2. Other Historical and Operational Characteristics

Operational and historical information that was provided by Omni is summarized herein and was considered as part of our parking review.

The regulatory agreement applicable to Admiral Halsey I, in effect until 2047, provides that each 1 bedroom apartment may be occupied by up to two income eligible persons, one of whom must be either over the age of 62 or qualify as "disabled." Almost all units at Admiral Halsey I are occupied by only one person. Only 4 units out of the 119 apartments are occupied by couples. There are no minors in any of the apartments.

We were specifically asked to confirm that our study considered this aspect of the tenant mix, and to consider whether the eligibility of disabled tenants would increase the potential parking demand from the Admiral Halsey I building. The statutory definition of disabled is included in Appendix E ("Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment"). While disabled tenants are thus generally unable to sustain permanent employment, they are able to live independently in buildings like Admiral Halsey I, and do not require assisted living.

**Percentage of disabled tenants in Adm. Halsey I:**

The following chart shows the number of disabled tenants in Admiral Halsey I, and the percentage of the total tenant population consisting of disabled tenants.

| | 2013 | 2016 | 2018 | 2020 | 8/2022 |
|---|---|---|---|---|---|
| No. of Non-Senior Income Eligible Disabled Persons | 7 | 16 | 13 | 23 | 24 |
| % of total Residents* | 6% | 13% | 10% | 18% | 19% |

* Assumes 125 residents per year.

Colliers Engineering & Design

Our parking observations were done at a time when the Applicant had the highest number of non-senior disabled persons living in the building to date, and the parking utilization continued to conform to levels analyzed over the life of the building. The current parking demand, including the 19% disabled residents, is consistent with the historical parking demand dating back to 1980 as evidenced by Appendix C. Based on the statutory definition, the existing parking utilization observations and historical date, the disabled residents do not increase Admiral Halsey I's parking demand as compared to the demand attributed to income qualifying senior (over 62) tenants.

The Admiral Halsey II building will have 24 studio apartments and 48 1 bedroom apartments. Both the studios and the 1 bedroom apartments allow occupancy by 1-2 persons under LITHC guidelines. As presently proposed,[1] the Regulatory Agreement for Building II will be different than the one for Building I. Occupancy will be based on income qualification and each unit will require that a primary tenant be over the age of 62.

Additionally, 36 of the 72 apartments in Admiral Halsey II will be occupied by those meeting the definition of "frail elderly" as defined under the State ESSHI program A frail elderly person is defined as "any person who is age 55 or older, who is enrolled in Medicaid and requires assistance with one or more activities of daily living." However, the frail elderly are able to live in independent housing, and should not be misunderstood as requiring assisted living care. Attached as **Appendix** E is a letter from Mary Linge of Hudson River Housing (HRH), describing the planned operation of Admiral Halsey II and the ESSHI program. As noted in that letter, if a tenant exhibited a need for substantial outside care, this would impact a resident's eligibility to continue as an ESSHI participant and would likely indicate a need for a move to an assisted living facility. As part of the programming for Admiral Halsey II, HRH will be providing a full-time Care Manager to assist the frail elderly residents with daily activities, avoiding any theoretical additional demand on parking. Public comment at recent hearings has included expressed concern as to whether a frail elderly population would generate high levels of visitor parking. Although there is no available data specifically addressed to the "frail elderly" standard, the available parking data for residential facilities of all types housing aged and infirm populations generally shows a disappointingly low level of visitation to the occupants. We would not expect this to be a material source of parking demand.

3. Design and Operational Features that will reduce parking demand at Admiral Halsey I and II:

Certain factors would tend to reduce parking demand in a senior/disabled/frail elderly project. The project is in an urban area, with many conveniences available within walking distance. To some extent tenants in the specified demographic characteristics would be less inclined to prioritize car ownership than other age groups or characteristics.

[1] The Regulatory Agreement is executed after land use approvals and prior to occupancy. The Agreement is expected to run for a 50 year period, i.e. through approximately 2072.

Colliers Engineering & Design

The most concrete factor that would tend to reduce parking demand is that the Project will be providing a full time van, seven days a week, which will be available to tenants in both the existing Admiral Halsey I building and the proposed Admiral Halsey II building, to take them to requested venues, such as shopping, medical appointments, movies, or other recreation and entertainment.

4. City of Poughkeepsie Code

The City of Poughkeepsie Code requirement for a multifamily dwelling is 0.5 spaces per dwelling unit for senior (62 or older) apartments plus 10% for visitors, which equates to a total Code requirement of 40 spaces required for the 72 dwelling units proposed at Admiral Halsey II. categories. Based on the total proposed 191 dwelling units on the combined site (119-AHI + 72-AHII), the required parking for the overall complex would be a total of 106 spaces.

However, based on the existing actual peak observed utilization, which equated to a ratio of 0.34 spaces per apartment, some 65 spaces would be required to accommodate the peak demand. However, an additional 3 spaces above the observed utilization ratio are being provided for a total of 68 parking spaces.

5. ITE Parking Standards

The Institute of Transportation Engineers (ITE) publishes information regarding parking for various land uses and stratifies those relative to the type of units, i.e., midrise apartments, apartments for active adults/age restricted, and this information is provided for both Weekday and Weekend conditions. Copies of the typical peak parking demands based on ITE are attached in Appendix D.

As can be seen, the average peak parking ratio for a typical non-age restricted midrise building would be between 0.08 to 0.42 spaces per dwelling unit, which would be similar to that observed at the existing complex.

Moreover, the ITE information provides general data that cannot take into account the particular features of an individual building site or setting. In the present situation, the nature of the urban setting, where many features are very close-by, and the availability of the full time, seven day a week, van to serve tenants of both buildings, would render the lower range of the statistical numbers more applicable.

Colliers Engineering & Design

## 6. Summary and Conclusions

Based on all the above described circumstances, including the tenant mix and demographic characteristics, the urban setting, the available van for use of all tenants on site, and the existing parking utilization observations at the existing Admiral Halsey I facility, which indicates a peak parking utilization ratio of 0.34 spaces per dwelling unit, the proposed 33 spaces for the Admiral Halsey II 72 dwelling units or a total of 68 spaces for the total 191 dwelling unit facility (AHI+AHII), should adequately accommodate peak parking demands at the site. Factors including the available van, and the nature of the population including frail elderly will tend to make the demand even lower than 0.34 spaces per dwelling unit.

Sincerely,

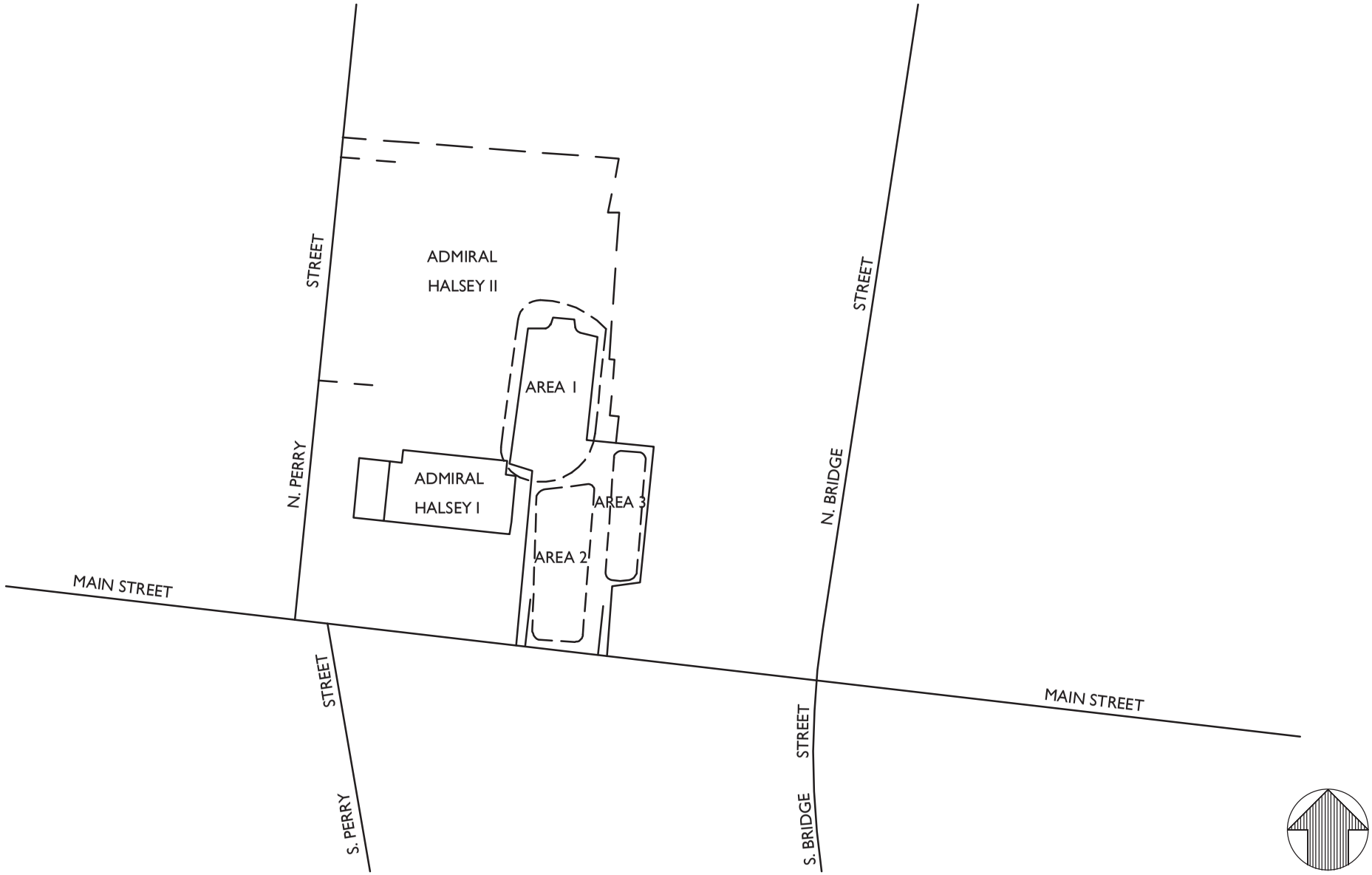
Colliers Engineering & Design CT, P.C.

Philip Grealy, Ph.D., P.E.
Geographic Discipline Leader

R:\Projects\2022\22003478A\Reports\Traffic\Word\220901PJG_Parking Letter Report.docx

# Admiral Halsey II

## Appendix A | Site Location & Parking Area Map




NOTE: LINE DIAGRAM NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as MASER CONSULTING

Copyright © 2022. Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

| REV | DATE | DRAWN BY | DESCRIPTION |
|---|---|---|---|
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |

ADMIRAL HALSEY II

CITY OF POUGHKEEPSIE
DUTCHESS COUNTY
NEW YORK

811 Know what's below. Call before you dig.

PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE

FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

Colliers Engineering & Design

WESTCHESTER
400 Columbus Avenue,
Suite 180E
Valhalla, NY 10595
Phone: 914.347.7500
COLLIERS ENGINEERING & DESIGN CT, P.C.
DOING BUSINESS AS MASER CONSULTING
ENGINEERING & LAND SURVEYING

TRAFFIC IMPACT STUDY

| SCALE: | DATE: | DRAWN BY: | CHECKED BY: |
|---|---|---|---|
| AS SHOWN | 4/6/22 | R.H. | P.J.G. |

| PROJECT NUMBER: | DRAWING NAME: |
|---|---|
| 22003478A | 220406RH_FIGURE |

SHEET TITLE:
SITE LOCATION & PARKING AREA MAP

SHEET NUMBER:
1A

3478A\Reports\Traffic\Figures\220406RH_FIGURE.dwg\1 By: RHILARIO

# Admiral Halsey II

## Appendix B | Tables

Colliers Engineering & Design

**Table No. 1**

**Summary of Hourly Occupied Parking Observations**

| Admiral Halsey I<br>City of Poughkeepsie, NY | Spaces Occupied By Time Of Day | | |
|---|---|---|---|
| | 10:00 AM | 3:00 PM | 7:00 PM |
| **Existing Parking Lot Capacity**<br>**(55 Total Parking Spaces)** | | | |
| Tuesday 5/24/21 | 34 | 30 | 32 |
| Saturday 5/29/21 | 28 | 32 | 31 |
| Tuesday 11/30/21 | 34 | 32 | 32 |
| Wednesday 12/1/21 | 32 | 25 | 31 |
| Friday 12/3/21 | 32 | 36 | 35 |
| Saturday 12/4/21 | 36 | 32 | 40 |

NOTES:

1) OBSERVATION BASED ON SITE FACILITY MANAGEMENT.

| Admiral Halsey I<br>City of Poughkeepsie, NY | Spaces Occupied By Time Of Day | | | |
|---|---|---|---|---|
| | 6:00 AM | 10:00 AM | 3:00 PM | 7:00 PM |
| **Existing Parking Lot Capacity**<br>**(55 Total Parking Spaces)** | | | | |
| Thursday 4/7/22 | 36 | 33 | 33 | 31 |
| Saturday 4/9/22 | 35 | 34 | 28 | 36 |

NOTES:

1) OBSERVATION BASED ON COLLIERS ENGINEERING & DESIGN.

# TABLE P-1

## SUMMARY OF ADMIRAL HALSEY PARKING SPACE UTILIZATION (WEEKDAY AM CONDITIONS)

JOB # 22003478A
LOCATION: POUGHKEEPSIE, NY
DAY: THURSDAY
DATE: 04/07/22
TIME: 6:00 AM - 10:00 AM

| | | PARKING AREA CAPACITY (1) | | | TOTAL | |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | OCCUPIED | UNOCCUPIED |
| TOTAL SPACES | | 22 | 21 | 12 | 55 | |
| TIME | | SPACES OCCUPIED | | | | |
| 6:00 AM | 6:30 AM | 11 | 18 | 7 | **36** | **19** |
| 6:30 AM | 7:00 AM | 11 | 18 | 6 | **35** | **20** |
| 7:00 AM | 7:30 AM | 11 | 18 | 6 | **35** | **20** |
| 7:30 AM | 8:00 AM | 10 | 17 | 5 | **32** | **23** |
| 8:00 AM | 8:30 AM | 10 | 17 | 5 | **32** | **23** |
| 8:30 AM | 9:00 AM | 12 | 16 | 5 | **33** | **22** |
| 9:00 AM | 9:30 AM | 13 | 15 | 5 | **33** | **22** |
| 9:30 AM | 10:00 AM | 14 | 14 | 5 | **33** | **22** |

(1) PARKING AREAS SHOWING SPACES AVAILABLE DURING EACH TIME INTERVAL BY AREA AND FOR OVERALL AREA. SEE FIGURE 1A FOR IDENTIFICATION OF EACH AREA.

# TABLE P-2

## SUMMARY OF ADMIRAL HALSEY PARKING SPACE UTILIZATION (WEEKDAY PM CONDITIONS)

JOB # 22003478A
LOCATION: POUGHKEEPSIE, NY
DAY: THURSDAY
DATE: 04/07/22
TIME: 3:00 PM - 7:00 PM

| | | PARKING AREA CAPACITY (1) | | | TOTAL | |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | OCCUPIED | UNOCCUPIED |
| TOTAL SPACES | | 22 | 21 | 12 | 55 | |
| TIME | | SPACES OCCUPIED | | | | |
| 3:00 PM | 3:30 PM | 16 | 12 | 5 | **33** | **22** |
| 3:30 PM | 4:00 PM | 17 | 14 | 5 | **36** | **19** |
| 4:00 PM | 4:30 PM | 16 | 16 | 6 | **38** | **17** |
| 4:30 PM | 5:00 PM | 13 | 15 | 6 | **34** | **21** |
| 5:00 PM | 5:30 PM | 12 | 13 | 6 | **31** | **24** |
| 5:30 PM | 6:00 PM | 12 | 13 | 6 | **31** | **24** |
| 6:00 PM | 6:30 PM | 12 | 15 | 6 | **33** | **22** |
| 6:30 PM | 7:00 PM | 11 | 14 | 6 | **31** | **24** |

(1) PARKING AREAS SHOWING SPACES AVAILABLE DURING EACH TIME INTERVAL BY AREA AND FOR OVERALL AREA. SEE FIGURE 1A FOR IDENTIFICATION OF EACH AREA.



4/13/2022

# TABLE P-3

## SUMMARY OF ADMIRAL HALSEY PARKING SPACE UTILIZATION (WEEKEND SAT CONDITIONS)

JOB # 22003478A
LOCATION: POUGHKEEPSIE, NY
DAY: SATURDAY
DATE: 04/09/22
TIME: 10:00 AM - 1:00 PM

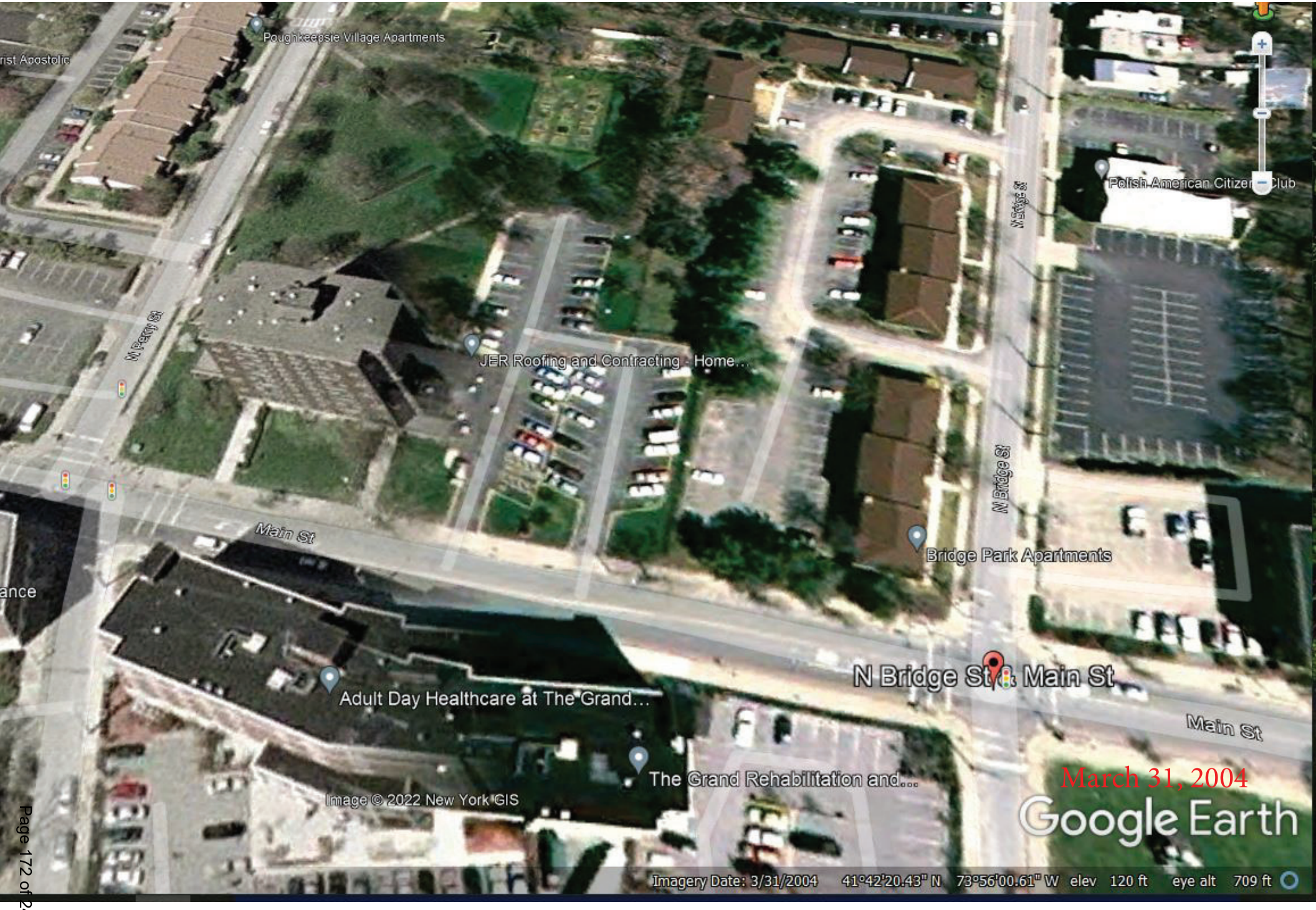
| | | PARKING AREA CAPACITY (1) | | | TOTAL | |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | OCCUPIED | UNOCCUPIED |
| TOTAL SPACES | | 22 | 21 | 12 | 55 | |
| TIME | | SPACES OCCUPIED | | | | |
| 10:00 AM | 10:30 AM | 12 | 16 | 6 | **34** | **21** |
| 10:30 AM | 11:00 AM | 12 | 14 | 5 | **31** | **24** |
| 11:00 AM | 11:30 AM | 13 | 13 | 5 | **31** | **24** |
| 11:30 AM | 12:00 PM | 11 | 14 | 4 | **29** | **26** |
| 12:00 PM | 12:30 PM | 8 | 15 | 4 | **27** | **28** |
| 12:30 PM | 1:00 PM | 8 | 14 | 4 | **26** | **29** |

(1) PARKING AREAS SHOWING SPACES AVAILABLE DURING EACH TIME INTERVAL BY AREA AND FOR OVERALL AREA. SEE FIGURE 1A FOR IDENTIFICATION OF EACH AREA.

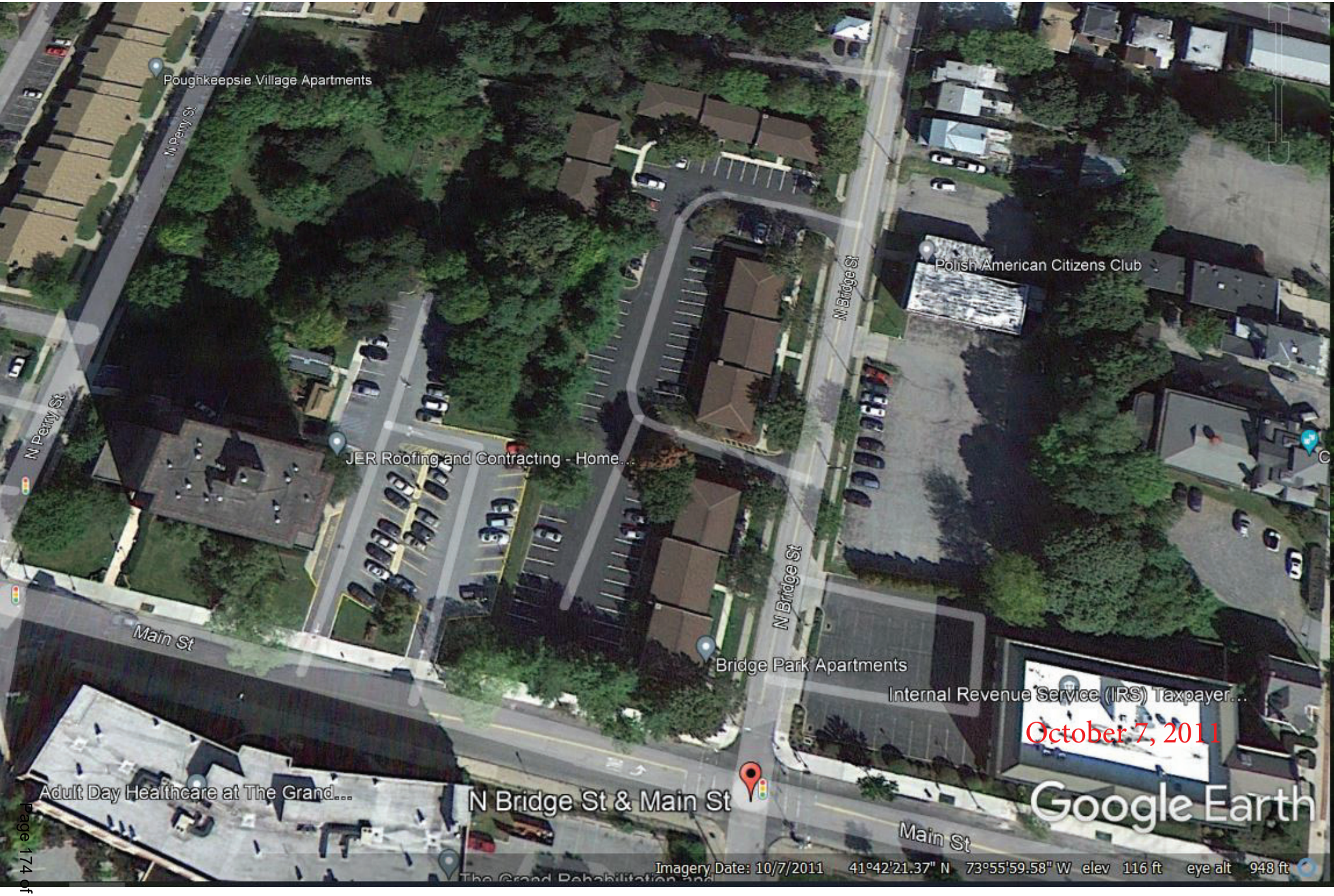
Colliers Engineering & Design

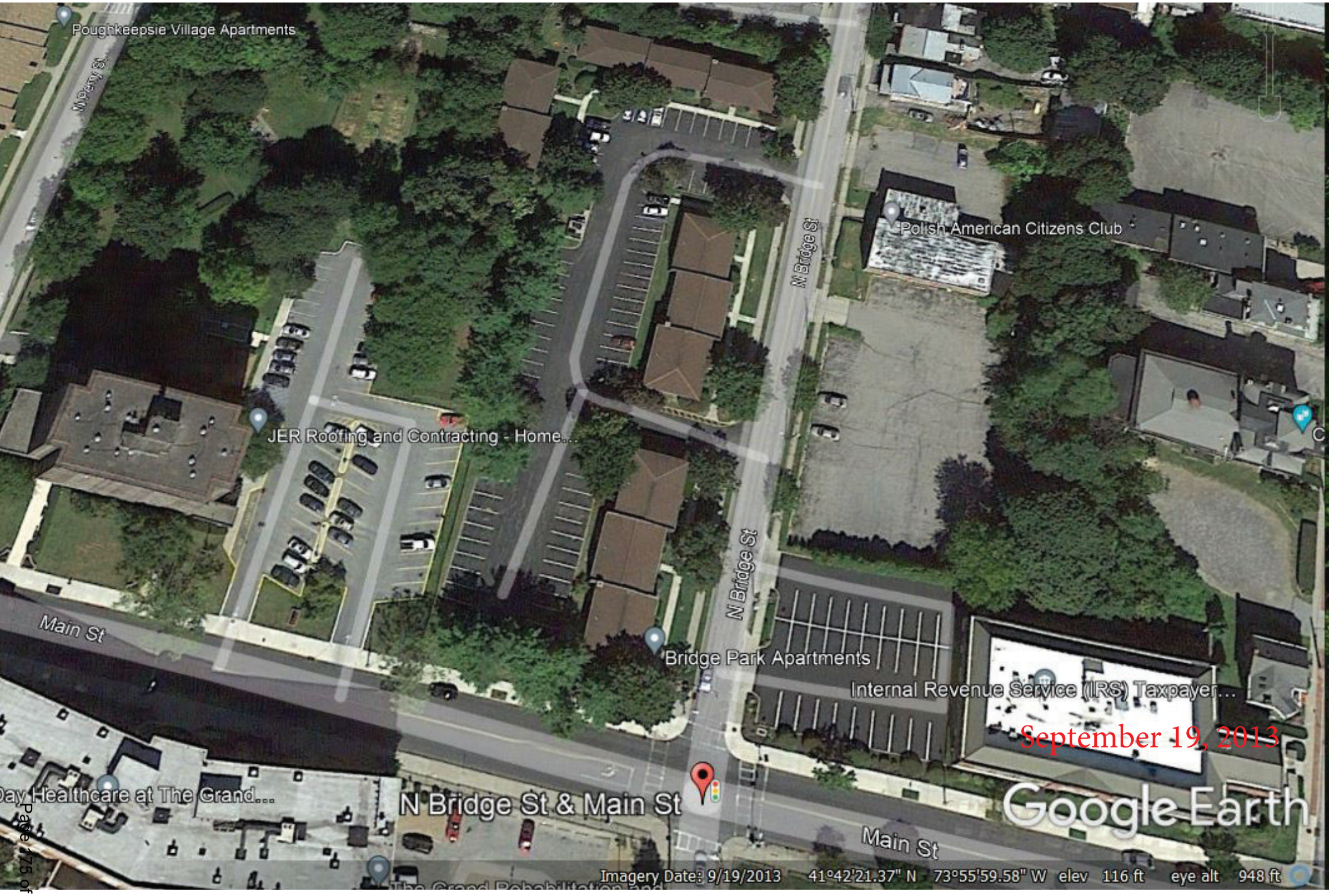
# Admiral Halsey II

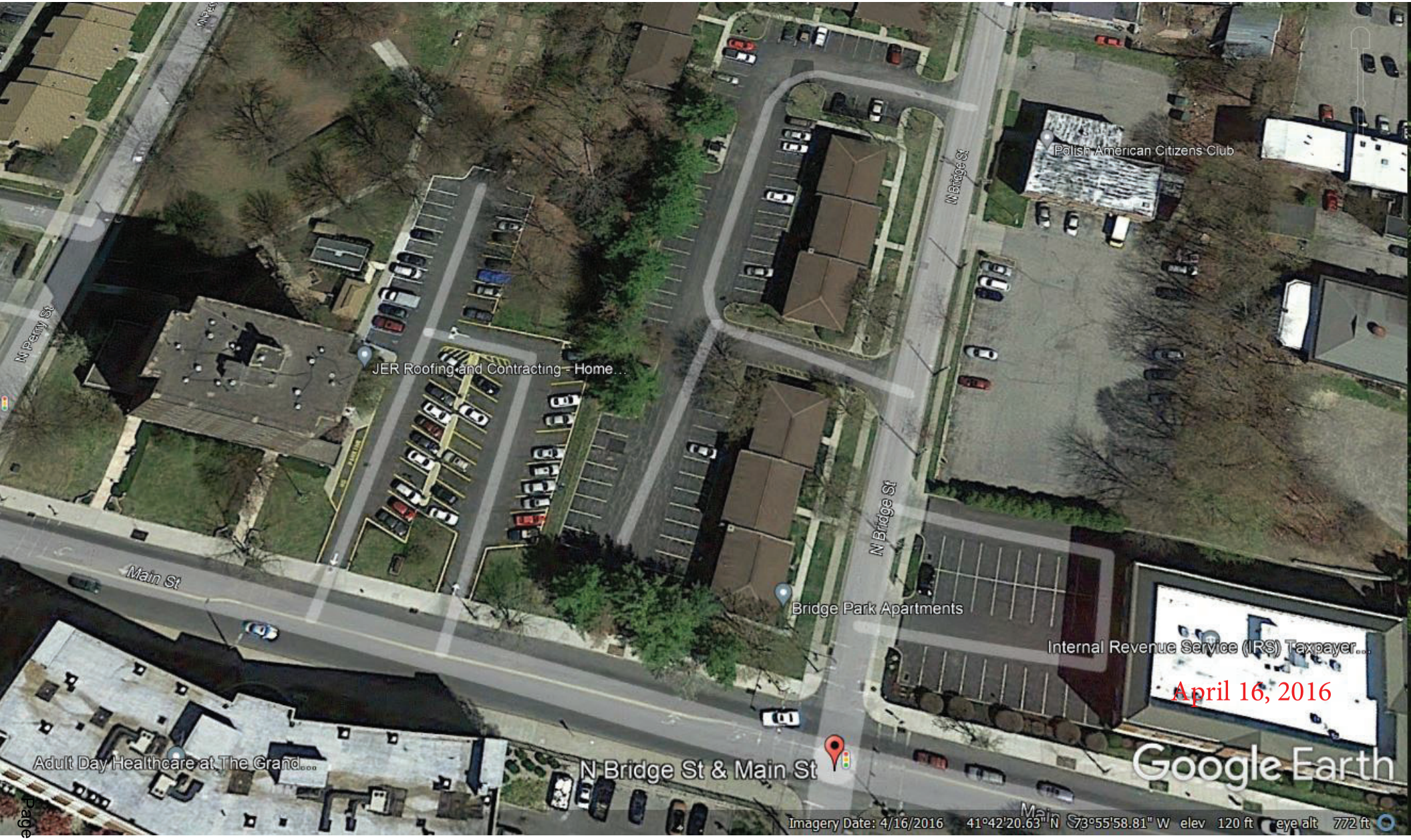
## Appendix C | Historical Aerial Site Images

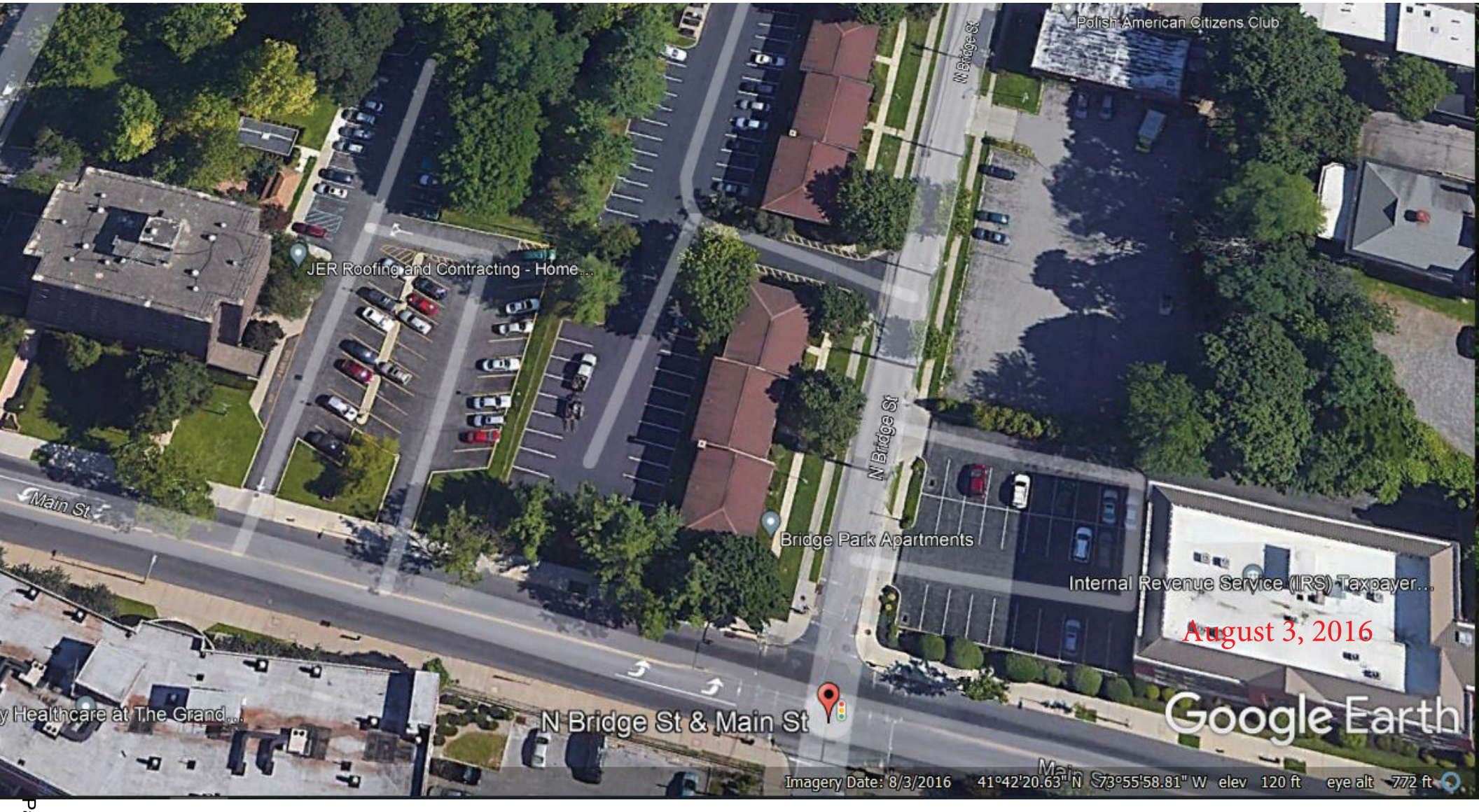

Poughkeepsie Village Apartments
rist Apostolic
N Perry St
JER Roofing and Contracting - Home...
Main St
ance
Adult Day Healthcare at The Grand...
The Grand Rehabilitation and...
Image © 2022 New York GIS
N Bridge St
Polish American Citizen Club
Bridge Park Apartments
N Bridge St & Main St
Main St
March 31, 2004
Google Earth
Imagery Date: 3/31/2004 41°42'20.43" N 73°56'00.61" W elev 120 ft eye alt 709 ft

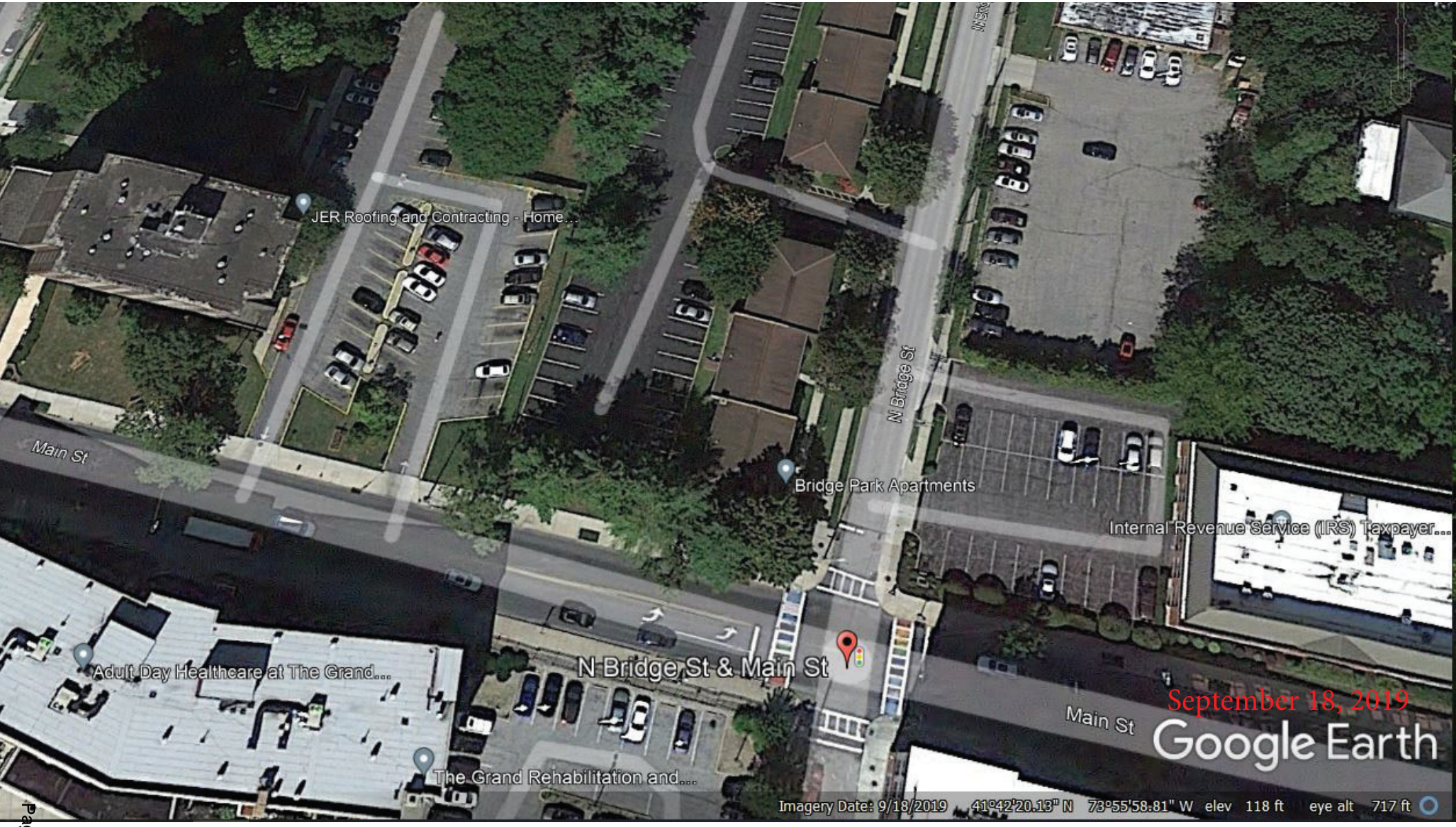
Poughkeepsie Village Apartments
Polish American Citizens
N Bridge St
JER Roofing and Contracting - Home...
Main St
Main St
Bridge Park Apartments
N Bridge St
N Bridge St & Main St
September 30, 2006
Adult Day Healthcare at The Grand...
Image © 2022 Maxar Technologies
Main St
Google Earth
Imagery Date: 9/30/2006 41°42'20.32" N 73°56'00.15" W elev 118 ft eye alt 631 ft


Poughkeepsie Village Apartments
N Perry St
N Perry St
JER Roofing and Contracting - Home...
N Bridge St
Polish American Citizens Club
N Bridge St
Main St
Bridge Park Apartments
Internal Revenue Service (IRS) Taxpayer...
October 7, 2011
Adult Day Healthcare at The Grand...
N Bridge St & Main St
Main St
Google Earth
Imagery Date: 10/7/2011 41°42'21.37" N 73°55'59.58" W elev 116 ft eye alt 948 ft


Poughkeepsie Village Apartments
N Bridge St
Polish American Citizens Club
JER Roofing and Contracting - Home...
Main St
Bridge Park Apartments
Internal Revenue Service (IRS) Taxpayer...
September 19, 2013
Day Healthcare at The Grand...
N Bridge St & Main St
Google Earth
Main St
Imagery Date: 9/19/2013 41°42'21.37" N 73°55'59.58" W elev 116 ft eye alt 948 ft


N Perry St
JER Roofing and Contracting - Home...
Main St
Adult Day Healthcare at The Grand...
N Bridge St & Main St
Bridge Park Apartments
N Bridge St
N Bridge St
Polish American Citizens Club
Internal Revenue Service (IRS) Taxpayer...
April 16, 2016
Google Earth
Imagery Date: 4/16/2016 41°42'20.63" N 73°55'58.81" W elev 120 ft eye alt 772 ft


Polish American Citizens Club
N Bridge St
JER Roofing and Contracting - Home...
Main St
Bridge Park Apartments
Internal Revenue Service (IRS) Taxpayer...
August 3, 2016
y Healthcare at The Grand...
N Bridge St & Main St
Google Earth
Imagery Date: 8/3/2016 41°42'20.63" N 73°55'58.81" W elev 120 ft eye alt 772 ft


JER Roofing and Contracting - Home...
Main St
N Bridge St
Bridge Park Apartments
Internal Revenue Service (IRS) Taxpayer...
Adult Day Healthcare at The Grand...
N Bridge St & Main St
Main St
The Grand Rehabilitation and...
September 18, 2019
Google Earth
Imagery Date: 9/18/2019 41°42'20.13" N 73°55'58.81" W elev 118 ft eye alt 717 ft

Aerial Viewer | Dutchess County NY

135 MAIN ST

- 2016 CIR
- 2015 NAIP
- 2014 TC
- 2014 CIR
- 2013 TC
- 2013 CIR
- 2011 NAIP
- 2009 TC
- 2009 CIR
- 2004 TC
- 2004 CIR
- 2000 TC
- 1995 CIR
- 1990 BW
- **1980 BW**
- 1970 BW
- 1955 BW
- 1940s BW
- 1936 BW

Aerial Viewer | Dutchess County NY

135 MAIN ST

- 2016 CIR
- 2015 NAIP
- 2014 TC
- 2014 CIR
- 2013 TC
- 2013 CIR
- 2011 NAIP
- 2009 TC
- 2009 CIR
- 2004 TC
- 2004 CIR
- 2000 TC
- 1995 CIR
- **1990 BW**
- 1980 BW
- 1970 BW
- 1955 BW
- 1940s BW
- 1936 BW

Aerial Viewer | Dutchess County NY

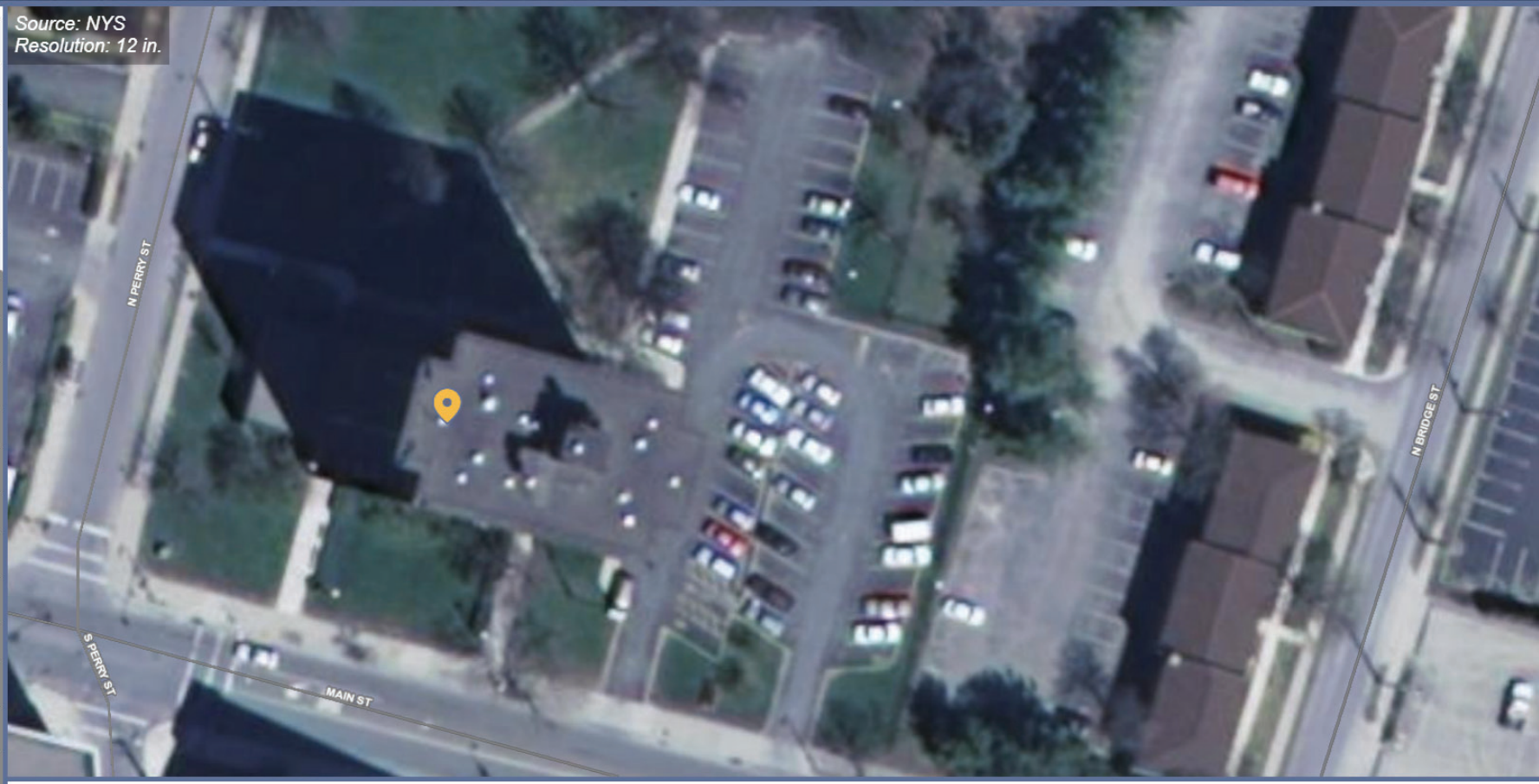
135 MAIN ST

- 2016 CIR
- 2015 NAIP
- 2014 TC
- 2014 CIR
- 2013 TC
- 2013 CIR
- 2011 NAIP
- 2009 TC
- 2009 CIR
- 2004 TC
- 2004 CIR
- **2000 TC**
- 1995 CIR
- 1990 BW
- 1980 BW
- 1970 BW
- 1955 BW
- 1940s BW
- 1936 BW

Aerial Viewer | Dutchess County NY

135 MAIN ST

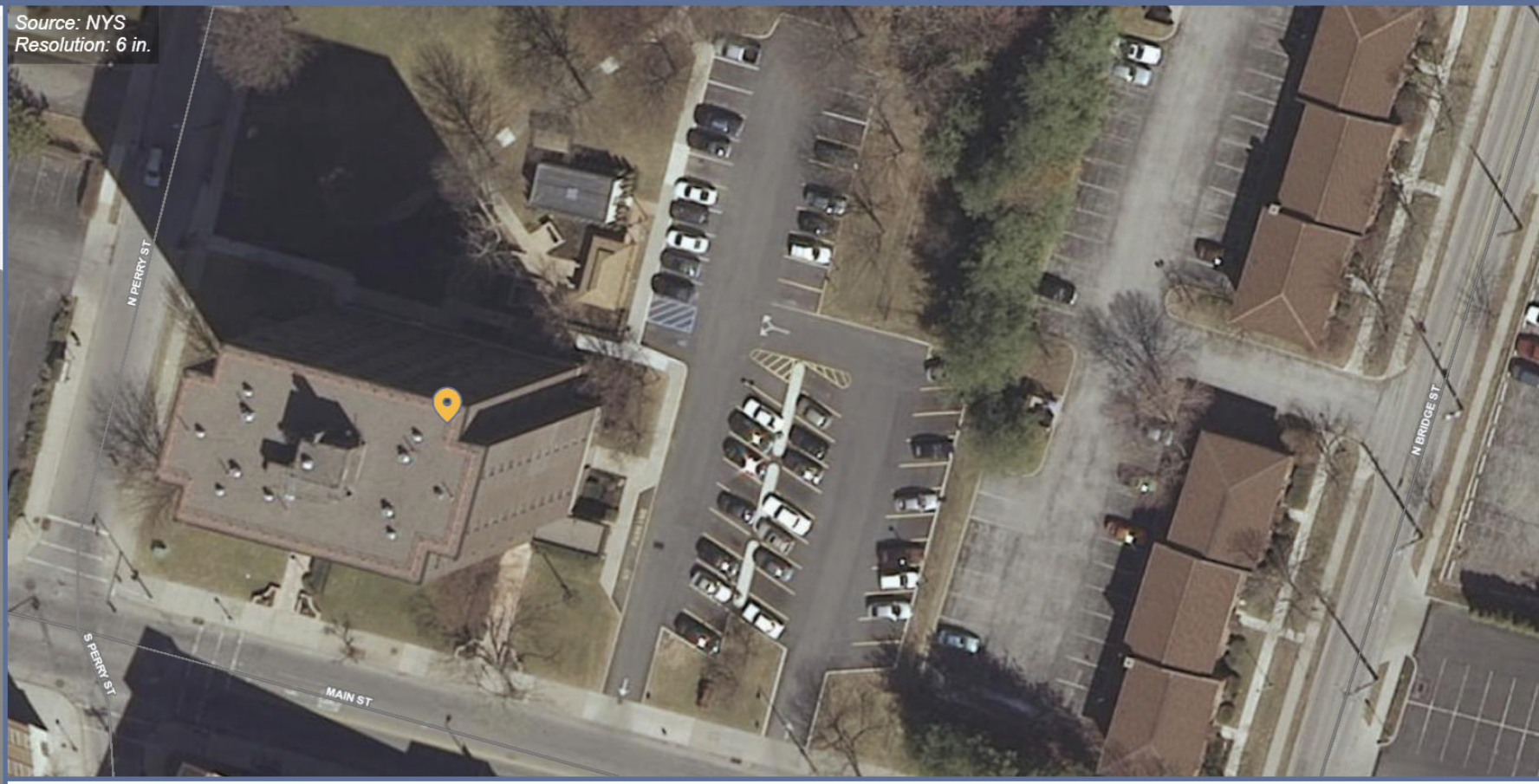
- 2016 CIR
- 2015 NAIP
- 2014 TC
- 2014 CIR
- 2013 TC
- 2013 CIR
- 2011 NAIP
- 2009 TC
- 2009 CIR
- **2004 TC**
- 2004 CIR
- 2000 TC
- 1995 CIR
- 1990 BW
- 1980 BW
- 1970 BW
- 1955 BW
- 1940s BW
- 1936 BW



Aerial Viewer | Dutchess County NY

135 MAIN ST

- 2016 CIR
- 2015 NAIP
- 2014 TC
- 2014 CIR
- 2013 TC
- 2013 CIR
- 2011 NAIP
- **2009 TC**
- 2009 CIR
- 2004 TC
- 2004 CIR
- 2000 TC
- 1995 CIR
- 1990 BW
- 1980 BW
- 1970 BW
- 1955 BW
- 1940s BW
- 1936 BW

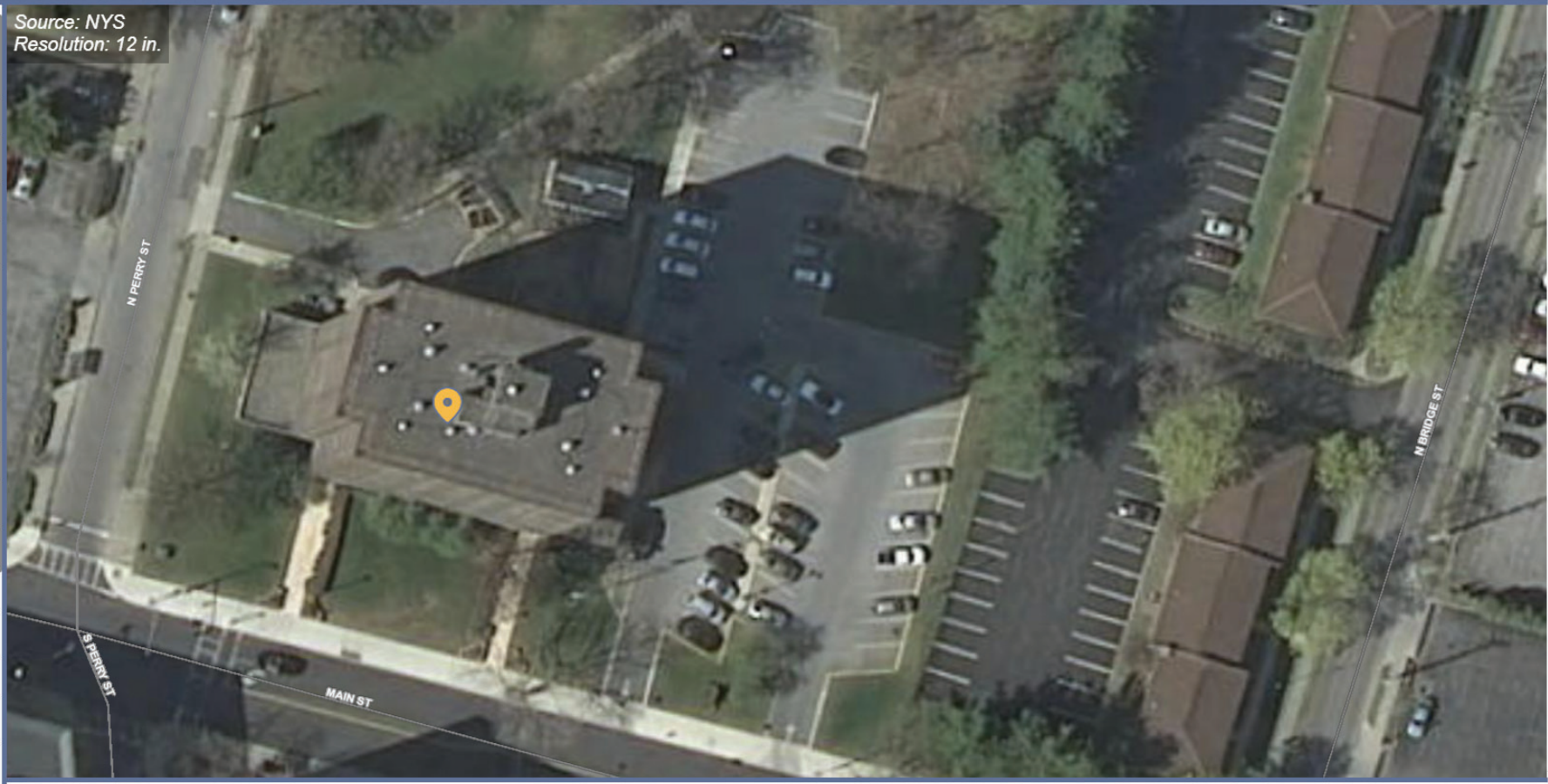


Aerial Viewer | Dutchess County NY

135 MAIN ST

## Flights

- 2021 TC
- 2021 CIR
- 2020 TC
- 2020 CIR
- 2019 NAIP
- 2017 NAIP
- 2016 TC
- 2016 CIR
- 2015 NAIP
- 2014 TC
- 2014 CIR
- **2013 TC**
- 2013 CIR
- 2011 NAIP
- 2009 TC
- 2009 CIR
- 2004 TC

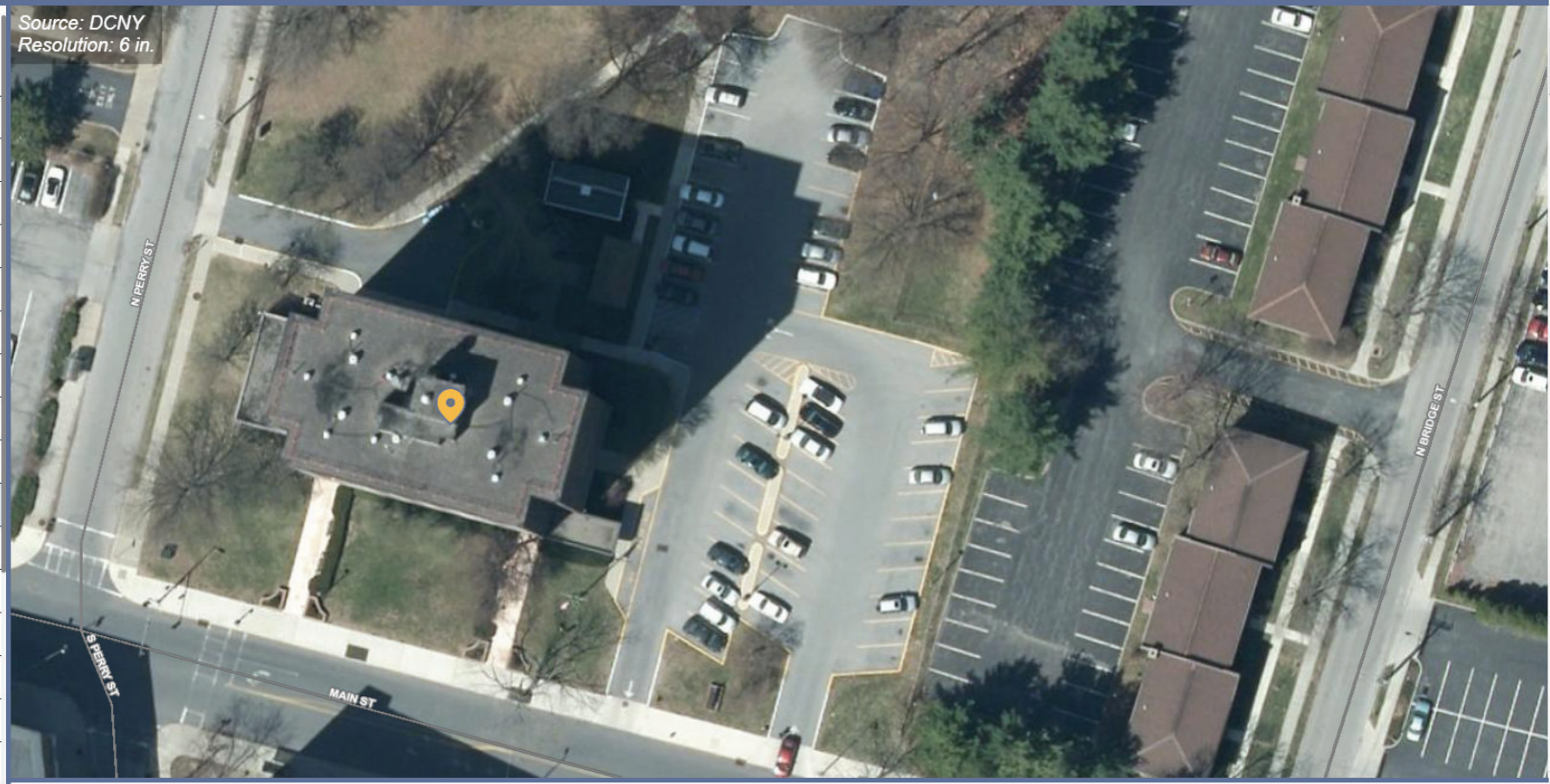


Aerial Viewer | Dutchess County NY

135 MAIN ST

## Flights

- 2021 TC
- 2021 CIR
- 2020 TC
- 2020 CIR
- 2019 NAIP
- 2017 NAIP
- 2016 TC
- 2016 CIR
- 2015 NAIP
- **2014 TC**
- 2014 CIR
- 2013 TC
- 2013 CIR
- 2011 NAIP
- 2009 TC
- 2009 CIR
- 2004 TC

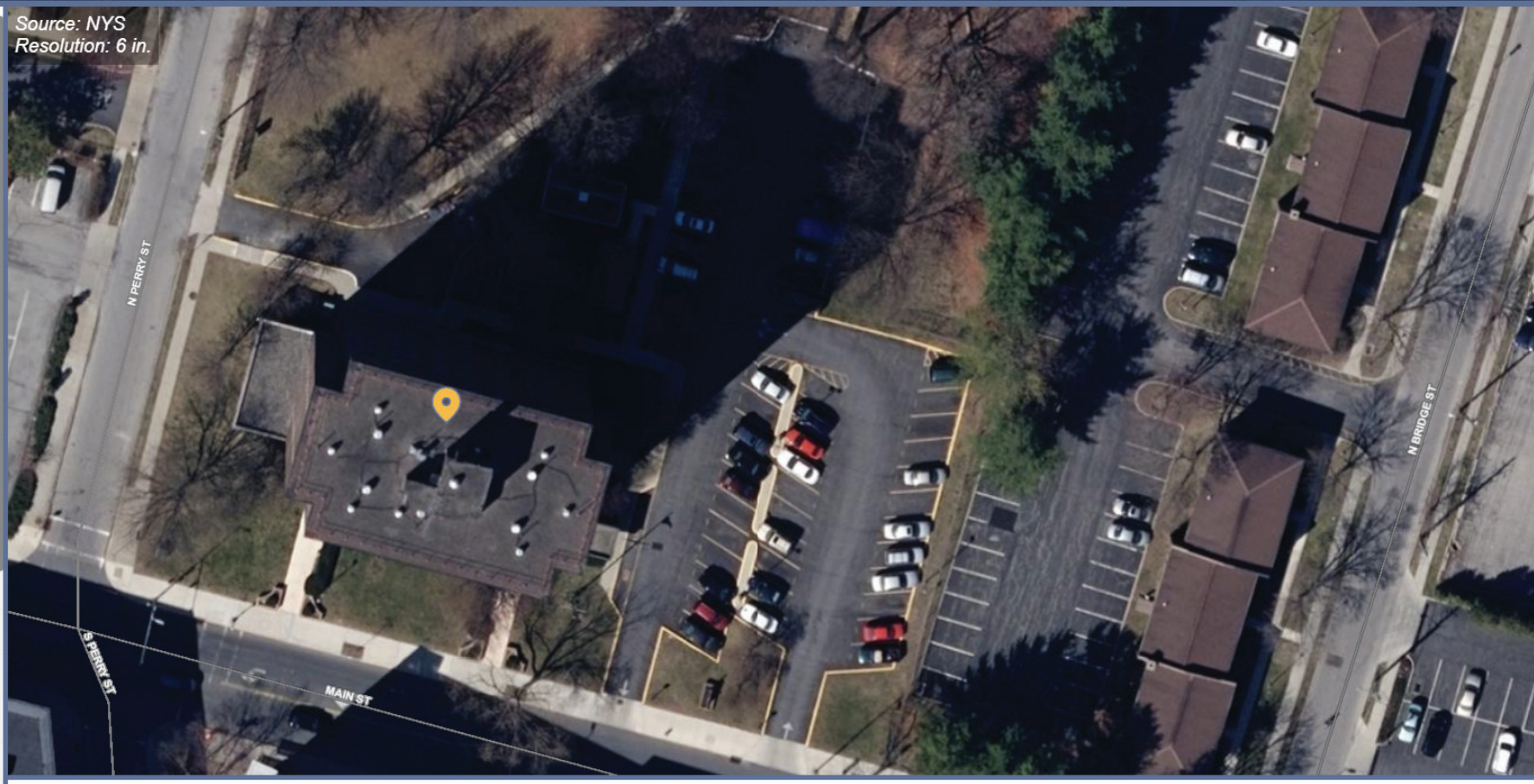


Aerial Viewer | Dutchess County NY

135 MAIN ST

## Flights

- 2021 TC
- 2021 CIR
- 2020 TC
- 2020 CIR
- 2019 NAIP
- 2017 NAIP
- **2016 TC**
- 2016 CIR
- 2015 NAIP
- 2014 TC
- 2014 CIR
- 2013 TC
- 2013 CIR
- 2011 NAIP
- 2009 TC
- 2009 CIR
- 2004 TC



Aerial Viewer | Dutchess County NY

135 MAIN ST

## Flights

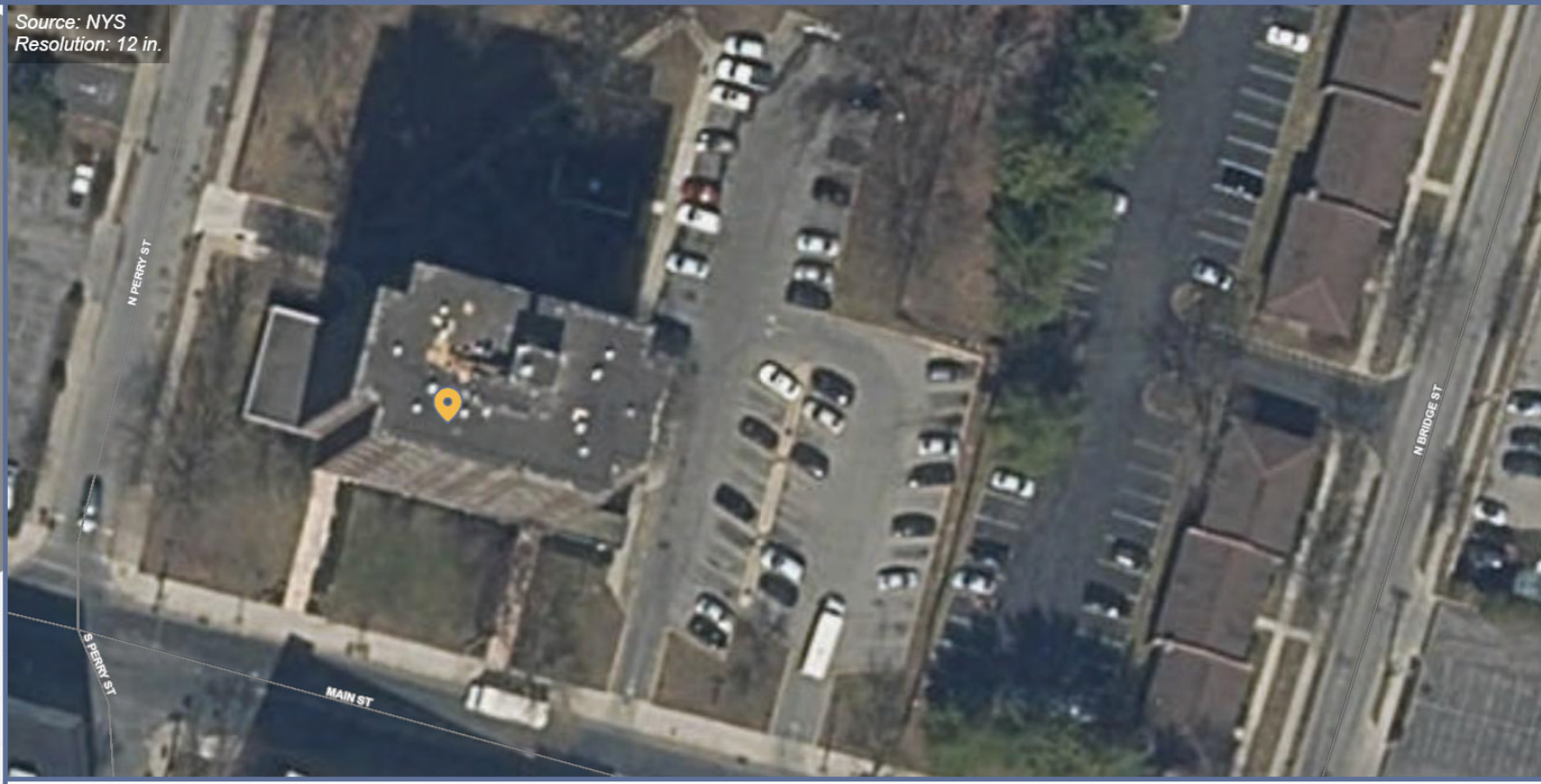
- 2021 TC
- 2021 CIR
- **2020 TC**
- 2020 CIR
- 2019 NAIP
- 2017 NAIP
- 2016 TC
- 2016 CIR
- 2015 NAIP
- 2014 TC
- 2014 CIR
- 2013 TC
- 2013 CIR
- 2011 NAIP
- 2009 TC
- 2009 CIR
- 2004 TC

Aerial Viewer | Dutchess County NY

135 MAIN ST

## Flights

- **2021 TC**
- 2021 CIR
- 2020 TC
- 2020 CIR
- 2019 NAIP
- 2017 NAIP
- 2016 TC
- 2016 CIR
- 2015 NAIP
- 2014 TC
- 2014 CIR
- 2013 TC
- 2013 CIR
- 2011 NAIP
- 2009 TC
- 2009 CIR
- 2004 TC



# Admiral Halsey II

## Appendix D | ITE Parking Rates

# Parking Generation Manual

5th Edition

JANUARY 2019

INSTITUTE OF TRANSPORTATION ENGINEERS

# Land Use: 221 Multifamily Housing (Mid-Rise)

## Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

## Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

| | Percent of Peak Parking Demand | | |
|---|---|---|---|
| Hour Beginning | Weekday | Saturday | Sunday |
| 12:00–4:00 a.m. | 100 | 100 | 100 |
| 5:00 a.m. | 94 | 99 | – |
| 6:00 a.m. | 83 | 97 | – |
| 7:00 a.m. | 71 | 95 | – |
| 8:00 a.m. | 61 | 88 | – |
| 9:00 a.m. | 55 | 83 | – |
| 10:00 a.m. | 54 | 75 | – |
| 11:00 a.m. | 53 | 71 | – |
| 12:00 p.m. | 50 | 68 | – |
| 1:00 p.m. | 49 | 66 | 33 |
| 2:00 p.m. | 49 | 70 | 40 |
| 3:00 p.m. | 50 | 69 | 27 |
| 4:00 p.m. | 58 | 72 | 13 |
| 5:00 p.m. | 64 | 74 | 33 |
| 6:00 p.m. | 67 | 74 | 60 |
| 7:00 p.m. | 70 | 73 | 67 |
| 8:00 p.m. | 76 | 75 | 47 |
| 9:00 p.m. | 83 | 78 | 53 |
| 10:00 p.m. | 90 | 82 | 73 |
| 11:00 p.m. | 93 | 88 | 93 |

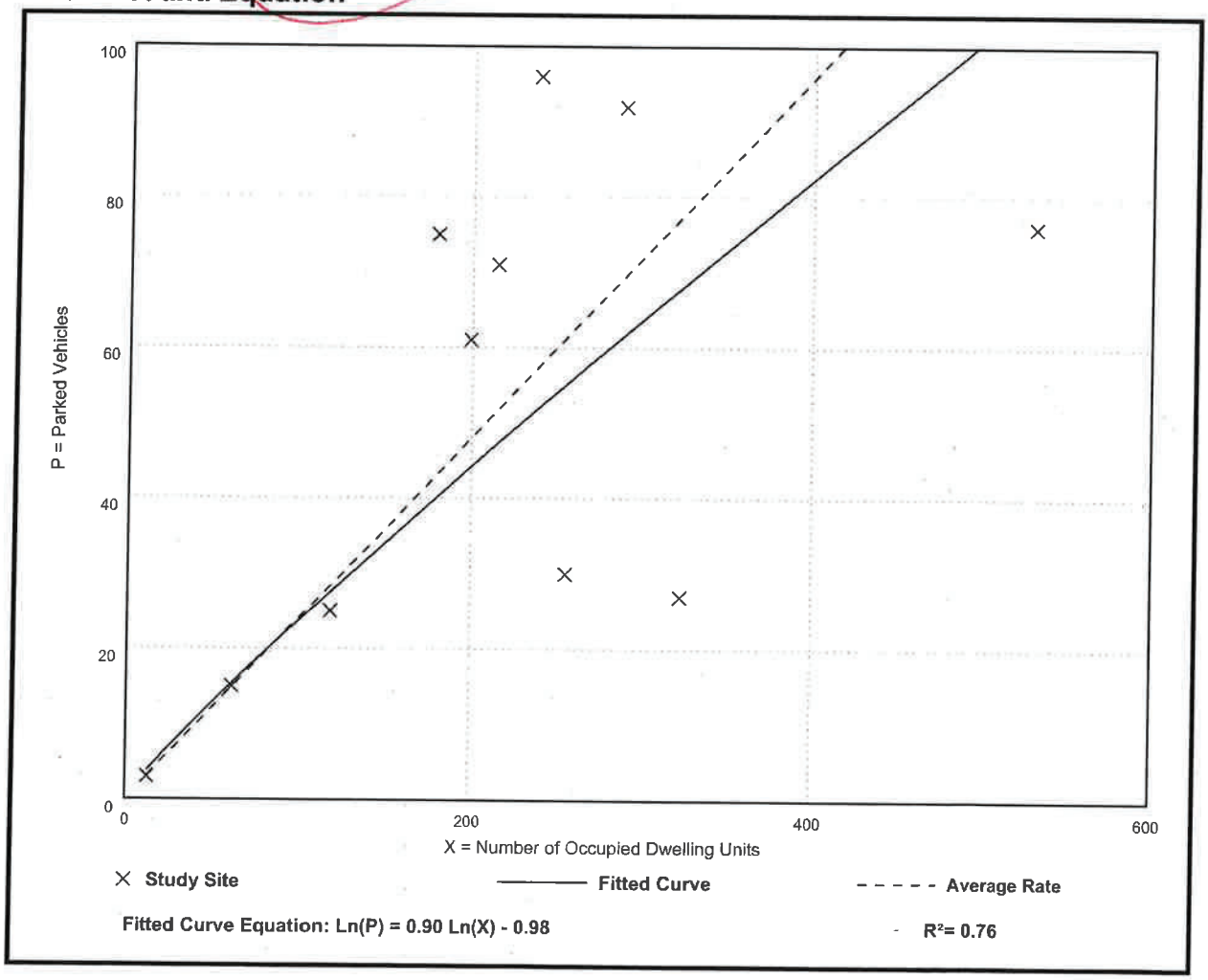
# Multifamily Housing (Mid-Rise)
# (221)

**Peak Period Parking Demand vs: Occupied Dwelling Units**
**On a: Weekday (Monday - Friday)**
**Setting/Location: Center City Core**
Peak Period of Parking Demand: 10:00 p.m. - 5:00 a.m.
Number of Studies: 11
Avg. Num. of Occupied Dwelling Units: 220

## Peak Period Parking Demand per Occupied Dwelling Unit

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|---|---|---|---|---|
| 0.24 | 0.08 - 0.42 | 0.21 / 0.41 | *** | 0.12 ( 50% ) |

## Data Plot and Equation



Colliers Engineering & Design

# Admiral Halsey II

## Appendix E| Hudson River Housing, Inc. Letter

Omni New York LLC

July 26, 2022

Hon. Scott Parker, Chair
City of Poughkeepsie Zoning Board of Appeals
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, NY 12601

RE: Response to Comments from May 10, 2022 Public Hearing for the Application for Area Variances for 135 Main Street

Dear Chairman Parker and Members of the Zoning Board of Appeals:

This letter is in response to some points brought up during the May 10, 2022 ZBA Meeting for the application for zoning variances at 135 Main Street, Poughkeepsie (e.g. "Admiral Halsey").

- During the Public Hearing, a neighboring property/business owner stated that Admiral Halsey staff had approached them to use their parking lot for overflow parking for events being hosted at Admiral Halsey. It is our position that this has never taken place, no Admiral Halsey staff or representatives of the property owners or management company have ever approached any neighboring property/business owner to request the use of their parking lot. Furthermore, the Admiral Halsey building has hosted only one event in the past 5+ years, and this event was for the residents with few outside guests; no additional parking was needed.

- During the meeting, we had stated that we would check of the duration of the regulatory agreement currently in place and report back. Upon acquisition of the Admiral Halsey Senior Village in 2007, Omni entered into a 40-year regulatory agreement with the State of New York which continued the requirements originally agreed to by the previous owner. The regulatory agreement requires the residents to be either 62 years of age or older or disabled and that households have incomes equal to or less than 60% of the Area Median Income. The current agreement will expire in 2047. Any future renovation or rehabilitation of the property will require State assistance, thereby extending the regulatory term even further.

I hope this information provides useful context for the Board's further consideration of the application for variances. Thank you.

Sincerely,

Ken Spillberg
Senior Vice President of Development
Omni New York LLC

909 Third Avenue, 21st Floor, New York, NY 10022 phone: 646-502-7200 fax: 212-486-0362

CUDDY +FEDER LLP

300 Westage Business Center, Suite 380
Fishkill, New York 12524
T 845 896 2229
F 845 896 3672
cuddyfeder.com

Jennifer L. Van Tuyl
jvantuyl@cuddyfeder.com

July 26, 2022

Hon. Scott Parker, Chair
and Members of the Zoning Board of Appeals
City of Poughkeepsie
62 Civic Center Plaza, 3rd Floor
Poughkeepsie, New York 12601

RE: 135 Main Street: Area Variances (File #2021-023)
Admiral Halsey II
Parcel ID: 6062-76-911183

Dear Chairman Parker and Members of the Zoning Board of Appeals:

This letter is written to summarize legal principles that apply to evaluation public comments on variance applications, and specifically to comments made during the public comment period at the March 8, 2022 and May 10, 2022 Zoning Board of Appeals hearings.

1. ***Weight of numbers is not a basis for deciding the merits of a variance application***

   "The number of persons who are for or against the granting of a variance is neither relevant nor a proper consideration in determining the merits of an application." Salkin, 2 N.Y. Zoning Law & Prac. § 29:22 (4th Ed.). The courts too have explicitly confirmed that the mere weight of numbers cannot serve as a basis for rendering a determination. Necker Pottick, Fox Run Woods Builders Corp. v. Duncan, 251 A.D.2d 333 (2d Dept. 1998) (civic opposition not based on facts "but on the weight of numbers, i.e., how many neighboring property owners were in opposition" does not justify the denial of a variance application).

   Stated differently, variance determinations are not a popularity contest.

2. ***Generalized community opposition does not support denial of variances***

   Likewise, generalized community opposition is not a basis for rendering a determination. "Generalized community opposition" is subjective and conclusory opinions and complaints unsupported by relevant factual evidence. *See, e.g., Marina's Edge Owner's Corp. v. City of New Rochelle Zoning Bd. of Appeals*, 129 A.D.3d 841 (2d Dept. 2015) (subjective opinions are an insufficient basis for a determination); D.P.R. Scrap Metal, Inc. v. Board of Zoning Appeals of Town of North Hempstead, 187 A.D.3d 748 (2d Dept. 2020) (unsubstantiated complaints regarding an application are insufficient); Schumacher v. Town of East Hampton, New York

Zoning Bd. of Appeals, 46 A.D.3d 691 (2d Dept. 2007); Hugel v. Campbell, 276 A.D.2d 488 (2d Dept. 2000) ("unsupported conclusory allegations voiced by neighboring property owners do not justify the denial of an application for a variance.").

It is respectfully submitted the Applicant has met the required evidentiary standard here to sufficiently justify the grant of the requested variance relief. The Applicant has provided expert materials in the form of:

- a professional parking study prepared by Colliers Engineering & Design,
- a letter from Rhinebeck Bank substantiating the benefit to the applicant from the proposed subdivision, and
- a Tinkelman Architecture Area Density Study.

In addition, the Applicant has provided factual evidence in support of the variances, including, but not limited to:

- an area variance analysis of the statutory balancing test and five (5) factors for each the five (5) required variances,
- revised site plan documents responsive to Planning Board and Zoning Board site design comments,
- color photos and renderings of the site and surrounding area, and
- correspondence from Hudson River Housing, Inc. (HRH) documenting the Empire State Supportive Housing Initiative (ESSHI).

Conversely, the "evidence" submitted by project opponents is either irrelevant to the subject application (the "Rose Street Crime Analysis" applies to a different project with a different tenant population in a different area of the City) or conclusory, self-serving, and generalized opposition, unsupported by relevant and objective evidence.

The following points address specific comments made by project opponents.

### 3. *Speculative comments of potential future violations do not support denial of variances*

Approvals cannot be denied because of speculation about future violations of zoning, or violations of other laws. Neighborhood In Nineties, Inc. v. City of New York Bd. of Standards and Appeals, 24 Misc. 3d 1239(A) at 10 (Sup. Ct. New York County) (opponents to development may not invoke speculation about future wrongdoing, including violations of other laws). A ZBA does not deal with enforcement of any law, but in adjudicating variance applications based upon a specific legal standard. The evidence about the overall balancing test and the 5 factors should be objective, and not speculative or prejudicial. Speculative

comments suggesting this Project will "turn into another Rose Street" are pure conjecture and should be disregarded by the Board.

Similarly, attempts to prejudice the Board with claims of past tenant complaints or building code violations in buildings owned by the Applicant or related entities, as if to "prove" that there will be violations in a building not yet built, are speculative and not entitled to weight in considering the zoning variance standards, and do not support denial of the variance applications before the Board. Caspian Realty, Inc. v. Zoning Bd. of Appeals of Town of Greenburgh, 68 A.D.3d 62 (2d Dept. 2009).

4. ***The opponents claims that additional parking is needed to serve frail elderly service providers are unsupported by evidence***

The Applicant's professional parking study pointed out that the Applicant has not requested a reduction in parking numbers based on the frail elderly population (*see* Colliers Engineering & Design Parking Study, last revised July 20, 2022). The Applicant's professional consultant thus concluded that the provided parking is generous for the actual anticipated demand. Further, HRH's July 26, 2022 letter clarifies that HRH will provide on-site support for the 36 frail elderly units. Thus, outside aides will not put additional pressure on parking demand as claimed. Any need for outside care could impact a resident's eligibility to continue as an ESSHI participant and likely indicate a need to move to an assisted living facility.

These complaints, like the others, are speculative and conclusory, uncorroborated by empirical data or expert testimony "and therefore [are] insufficient to counter the expert testimony presented by the [Applicant]". Greenfield v. Board of Appeals of Village of Massapequa Park, 21 A.D.3d 556 (2d Dept. 2005).

5. ***The ZBA cannot deny a variance because of neighbor's opinions on the desirability of a use permitted by the code***

A number of comments reveal that the real object of neighbor objection is the nature of the use, i.e. affordable housing. Some of the comments were lightly disguised in terms of community planning, as in: it is not good community planning to allow income-supported senior housing in *our neighborhood*, which is an area targeted for revitalization. The real claim is that the use is undesirable and not wanted by the neighbors.

However, the use is a permitted use in the district. It does not require a use variance. The ZBA does not have the authority to deny a variance based on objections to the use itself. Pleasant Valley Home Const., Ltd. v. Van Wagner, 41 N.Y.2d 1028 (1977) (denials based on community pressure to not allow any additional development in an area zoned for such use are invalid). The ZBA's role in considering *area* variances is to apply the General City Law 81-

b(4) statutory balancing test, considering the 5 factors. That the opposition does not think this is the best use of the site is therefore simply irrelevant.

6. ***Generalized community opposition is particularly offensive when it shows animus against needed affordable housing.***

Animus-based comments from members of the public can be proof that a zoning action was based on animus. *See* MHANY Management, Inc. v. Inc. Village of Garden City, 985 F.Supp.2d 390, 430-31 (E.D.N.Y. 2013) ("Set against the underlying sequence of events and the considerable impact that this zoning decision would have had on minorities in that community, the Court concludes that some of the expressions by Garden City residents of disapproval for affordable housing reflected race-based animus or at least could have been construed as such by the Board."); *see also* Anderson Group, LLC v. City of Saratoga Springs, 557 F.Supp.2d 332, 341 (N.D.N.Y. 2008) (extending same to actions of Planning Boards).

7. ***The ZBA cannot refuse to determine the application while "waiting" for a different plan or zoning law to be adopted***

The ZBA must decide any case before it based upon existing law. ZBA's are not permitted to purposefully delay review of an application for the purpose of allowing community plans or laws to be changed, or while the legislative body is undertaking a zoning or comprehensive plan update.

8. ***The Zoning Board of Appeals, in conducting the balancing test, may not properly apply it for the purpose of the protection of the economic interests of existing businesses***

Several comments from nearby business owners claimed that development of neighboring property should not be allowed because it might, or would, impact their economic interests, including their access to presently available parking in the neighborhood. These comments fall into categories discussed above, in that they are generalized opposition, speculative and unsupported by factual evidence or professional study. In addition, they should be disregarded as claiming a right that does not exist, that present businesses in a neighborhood effectively have an economic veto over any newcomer land use that they allege will consume community resources previously available to them without sharing. It is well understood that economic protectionism is not the purpose of zoning. Fox v. Favre, 218 A.D.2d 655 (2d Dept. 1995); Kemp v. Zoning Bd. of Appeals of Village of Wappingers Fall, 216 A.D.2d 466 (2d Dept. 1995).

**Proposed Conditions of Variance Approval:**

The Applicant has also offered relevant conditions to address concerns voiced at the hearing, including the requirement that the Applicant execute cross-access and maintenance easement agreements for the shared use of the parking lots and usable open space located on both proposed parcels, to the satisfaction of the Planning Board. These consented-to conditions further weigh in favor of granting requested variance relief. *See* Sasso v. Osgood, 86 N.Y.2d 374, 385 (1995).

**Conclusion**:

The Applicant looks forward to continuing the review of the variances with the ZBA at its August meeting. In the meantime, if the Board has further questions on legal issues, we will be happy to provide an additional response.

Very truly yours,

Jennifer L. Van Tuyl

cc: Natalie Quinn, Director of Development
Judith Knauss Deputy Building Inspector
Rebecca Valk, Corporation Counsel

**Hudson River Housing, Inc.**

313 Mill Street
Poughkeepsie, NY 12601
(845) 454-5176 (P)
(845) 485-1641 (F)
www.hudsonriverhousing.org

NeighborWorks®
CHARTERED MEMBER

**Board of Directors**

***President***
Susan Fortunato

***Vice-President***
Emily Dozier

***Treasurer***
Roderick MacLeod

***Secretary***
G. Nicholas Garin

William Carroll
Ariel Cordova
Janet Kljyan
Jeff Kosmacher
Tim McQueen
Charles Nicols
Tom Pape
Diane Ruffin
Carol Stevens
Lorna Thompson
Norma Vizcarondo
Thomas Zurhellen

**Executive Director**
Christa Hines

July 26, 2022

Scott Parker, Chairperson
City of Poughkeepsie Zoning Board of Appeals
Municipal Building, P.O. Box 300
Poughkeepsie, NY 12602

RE: ZBA Request for Information May 10, 2022, Admiral Halsey II

Dear Mr. Parker,

The ZBA has requested additional information concerning which of the identified groups will be served at the Admiral Halsey II building, and to address the relevance, if any, of the ESSHI tenant population on parking demand for the building, whether by explicit restriction on car ownership, or by practice.

Hudson River Housing, Inc. (HRH) administers numerous housing opportunities across Dutchess County and beyond that assist low- and moderate-income households in securing safe and affordable housing. One resource that assists us in doing this is New York State's Empire State Supportive Housing Initiative (ESSHI). This Initiative serves various specific vulnerable populations who face housing insecurity.

HRH will be supporting the residents of thirty-six (36) apartments at Admiral Halsey II through ESSHI. These residents will meet the State's criteria for what is characterized as "Frail Elderly/Senior". The State defines this as "any person who is age 55 or older, who is enrolled in Medicaid and requires assistance with one of more activities of daily living". All residents of Admiral Halsey II are required to be 62 years of age or older. The remainder of the apartments in Admiral Halsey II will be occupied by income eligible seniors. It should be noted that both the ESSHI frail elderly/senior apartments and the income eligible senior apartments are independent living units, not assisted living.

None of the Admiral Halsey II residents will be restricted as to car ownership. However, our long experience housing seniors has shown that the traditional demand for parking is greatly diminished for these residents due to a higher propensity of eyesight & mobility issues, as well as limited means to maintain a car and insurance. To mitigate this, HRH's plans for Admiral Halsey II include acquiring a van and providing a full time driver to provide transportation for residents seven days a week to get to medical appointments, shopping, leisure, etc. Residents will not be dependent on a car to get where they need to go. This service will not be exclusive to the ESSHI residents, but all the residents of Admiral Halsey II.

There has been some public comment that the ESSHI residents will be primarily served by outside aides who will put additional pressure on parking demand, we do not anticipate this. As noted

above, the ESSHI apartments are independent living units, not assisted living. Assisted living units require a much higher level of care than those residing in the ESSHI units. Additionally, HRH's staffing plan for Admiral Halsey II includes a Care Manager on site 8 hours a day, seven days a week. The Care Manager will assist the ESSHI residents with any daily activities that they struggle to perform themselves. This could include housekeeping, preparing meals and personal hygiene. The goal of this Initiative in serving the Frail Elderly/Senior population is to keep these residents living independently by promoting a safe and healthy environment and providing staff to deliver in-house programs and services to keep our residents engaged and as active as possible. Any need for a high-level of outside care would impact a resident's eligibility to continue as an ESSHI participate and likely indicate a need for a move to an assisted living facility.

Should you require any additional information, please don't hesitate to reach out. Thank you.

Sincerely,

Mary Linge

Mary F. Linge
Director of Real Estate Development

**Corporate Offices**
2 Jefferson Plaza
Poughkeepsie, NY 12601
845-454-8555
www.rhinebeckbank.com

April 18th, 2022

Chairman Scott Parker
Zoning Board of Appeals
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Re: 135 Main Street, Poughkeepsie, New York

Dear Chairman Parker:

This letter is respectfully submitted to the City of Poughkeepsie Zoning Board of Appeals (ZBA), as requested, to confirm that a loan for new construction is easier to finance on a fee simple title subdivided lot than on a ground lease parcel. Typically, projects with a ground leasehold interest are considered much riskier than projects with a fee simple interest. Lending institutions often prefer not to finance them altogether and if they do, will place much more stringent requirements on those loans in order to offset the added risk associated with this type of structure. Some of the additional risks associated with a ground lease parcel are as follows:

1. The lender's collateral or security interest in a ground lease will be in the ground lease itself (rather than in the land). Therefore, if the ground lease is terminated, the lender is left with no collateral whatsoever. This is a dangerous position for a lender to be in.

2. In the event of foreclosure, the lender cannot foreclose on the land but must foreclose on the borrower's interest in the ground lease. So, in essence, the lender will foreclose on the ground lease and, upon foreclosure, the lender will be a tenant and thereby step into the shoes of the ground tenant under an already negotiated ground lease. As you can imagine, no foreclosing lender wants to foreclose and then be considered a tenant upon foreclosure and thereby have to deal with a ground lessor in administering its collateral/security interest the property.

3. With respect to foreclosure, the lender will need to negotiate with the ground lessor, who is not its borrower, to ensure that the ground lessor will agree that the ground lessor's fee simple interest in the property is subordinate to the lender's interest in the

Member FDIC Equal Housing Lender

ground lease. This often creates great difficulty as the parties involved might not truly appreciate the complexities and nuances of ground lease financing and the ground lessor might not agree to so subordinate its fee simple interest.

4. When financing a ground lease, the loan documents are often more complex and comprehensive in that a myriad of provisions needs to be drafted to ensure that the borrower does not amend the ground lease without the lender's consent and, in addition, the lender needs to negotiate an estopple and other documents with the ground lessor to ensure that the ground lease has certain provisions that will enable the lender to be comfortable in financing the ground lease because again, if the ground lease is terminated, then the lender has no security and is left with an unsecured loan.

5. When negotiating the loan documents, the lender will need to bring the ground lessor into the mix of things as the ground lessor and the borrower are critical to ensuring that the lender's rights and interest are protected. This is clearly a more complex and precarious relationship rather than an outright conventional security interest in real property where its just lender and borrower.

Should you have any questions regarding the contents of this letter, please do not hesitate to contact me.

Very truly yours,

Philip J. Bronzi
Chief Lending Officer
Rhinebeck Bank
Office: 845.790.1558
Cell: 845.656.0070
pbronzi@rhinebeckbank.com

TINKELMAN ARCHITECTURE

# Admiral Halsey
## AREA DENSITY STUDY:

**Date:** July 26, 2022

**Project:** Admiral Halsey
135 Main Street
Poughkeepsie, New York 12603

135 Main Street (Project site) is located along a section of the Lower Main Street Corridor which is comprised of large commercial, office and mixed-use buildings. This area of Main Street is flanked to the east and west by blocks consisting of smaller scaled building which have commercial/business uses on the ground floor with residential occupancies on the upper floors. This specific area of Main Street also contains a diverse selection of zoning districts. The south side of Main Street is zoned C-2 which adjoins a C-1 District as it approaches US Route 9 to the west. The north side of Main Street where the Project site is located contains a number of different adjacent Zoning Districts: C-1, O-R & R-4, each which were established to provide a variety of needs. These are as follows:

> C-1 – Neighborhood Commercial: The purpose is to provide areas within residential neighborhoods for local scale commerce with a range of retail stores and services which cater to frequently recurring needs of nearby residents.
>
> C-2 – Central Commercial: The purpose is to provide for and encourage a variety of retail businesses, business and professional offices, service businesses, entertainment and cultural establishments and related activities, such as parking and pedestrian spaces all designed to serve the City and the region.
>
> O-R – Office Residential: The purpose is to provide opportunities for office and/or mixed-use development in certain residential areas immediately adjoining the central business district or along major arteries.
>
> R-4 – Medium High-Density Residential: The purpose is to provide an area for a broad range of housing types with opportunity for appropriate nonresidential uses at a fairly high density commensurate with the scale and characteristics of the city's older neighborhoods; these are areas with access to major transportation arteries and a range of community services.

Notably, however, the Project site is located within a R-6 – Urban Density Residence District.

> R-6 Urban Density Residence District: The purpose of this district is to provide areas for very *intense* residential development accessible to all commercial, cultural and community services and major transportation facilities and to provide opportunity for limited nonresidential activity that will enrich the urban environment. (emphasis supplied)

The existing Admiral Halsey Senior Village (Admiral Halsey One) certainly reflects this ideal, consisting of a 13-story building with a total of 119 residential dwelling units. The height and massing of the building is consistent with the R-6 District's purpose of providing dense residential development. Admiral Halsey One

is also consistent other buildings within the immediate vicinity, which are located in the commercial C-2 District.

The proposed Project will take the existing parcel and subdivide it to allow for the construction of a new facility to accommodate the housing needs of income restricted seniors (Admiral Halsey Two). Admiral Halsey Two has been designed to also keep with the character of the R-6 District: to provide for denser residential dwelling units, but to also function as a transitional site between the C-2 District to the south and the R-4 and the O-R districts located to the north and east of the property. The building will be 4-5 stories and act as a mediator between the taller/larger structures along Main Street and the 2 and 3 story structures that are typical of the surrounding R-4 and the O-R Districts. This site will also incorporate a central green space which is for the use by the residents of both buildings. This is not common to many of the properties within the area.

**Density Findings:**

Adjoining and nearby properties range from residential densities as low as 23.9 DU's/acre to as high as 174 DU's/acre. *See* attached Area Density Evaluation Table. To account for relative building size, the Applicant also calculated the Gross Building Area (GBA) per acre (GBA/PA). Similar to the residential density findings, the surrounding area provides a range of densities from as low as 0.49 GBA/PA to as high as 4.65 GBA/PA.

The proposed Project falls near the middle of the range of residential and building size density. The residential density for the Project is 83.7 DU's/acre and building size density is 1.49 GBA/PA. Based on the forgoing findings, the density of the Project is similar to that found in this area of the City.

It should also be noted when reviewing the attached Site Plan that the area of the ground floor plan of the existing Admiral Halsey One building and the proposed Admiral Halsey Two building are similar in size to the both the adjoining multi-family and nonresidential structures on Main Street as well as on adjoining side streets.

Lastly, it was the intent of the designer that the Admiral Halsey Two building will function as a transitional element going between the taller, more massive buildings that line Lower Main Street and the 2 and 3 story residential scale dwellings of the neighboring areas. To accomplish this, the four-story portion of the building was situated closest to N. Perry Street while the five-story portion of the building is centrally located in the site. At this location, the taller structure is less visible and is kept away from the two-story residential structures along N. Perry. The reduction in the scale of the area can be better seen when viewing attached Sheet PZ-105 and PZ-106.

Attachments:

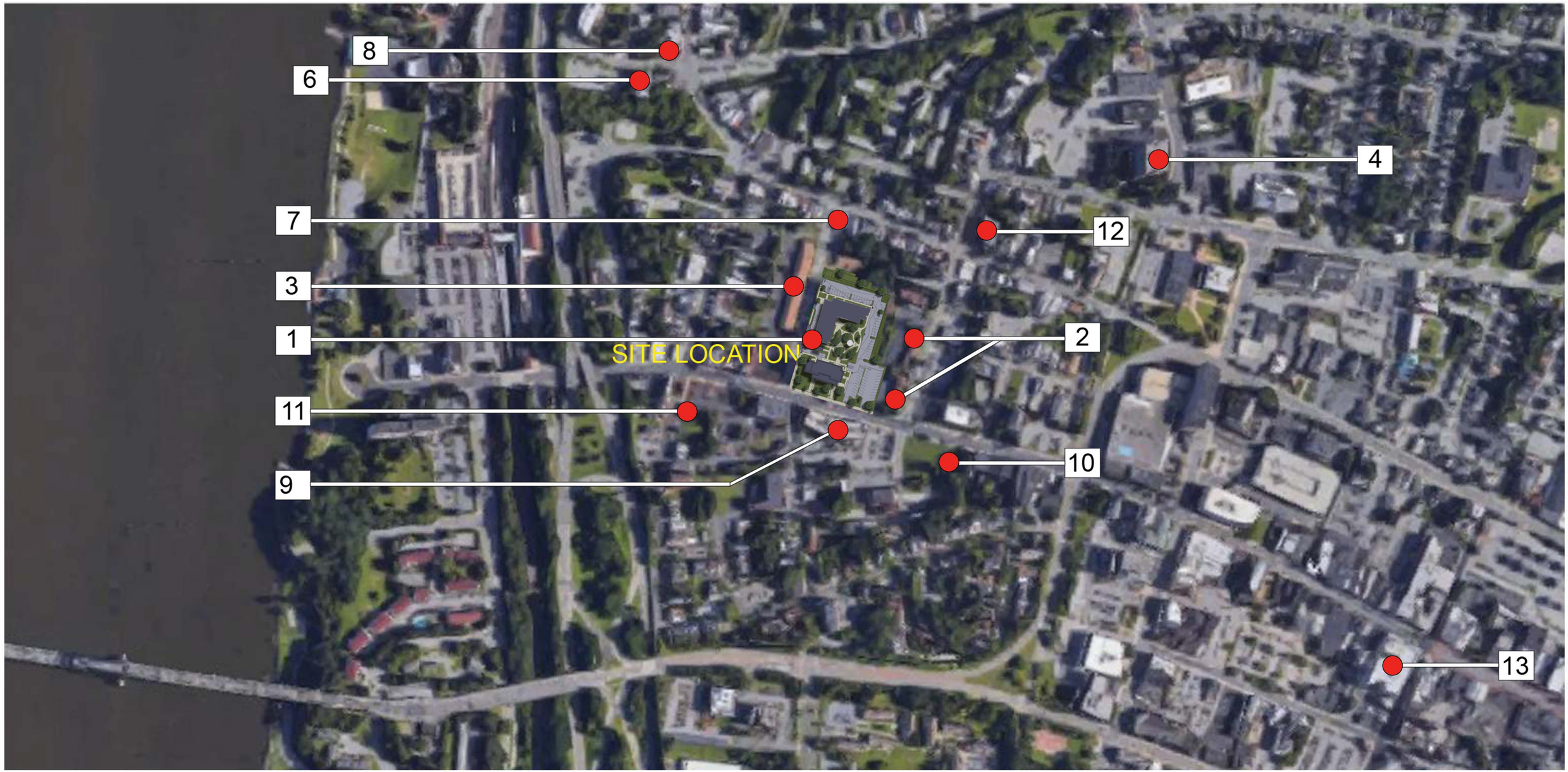
- Admiral Halsey Site – Location Map
- Admiral Halsey Site – Site Map
- Area Density Evaluation Table
- PZ-105 PZ-106

**ADMIRAL HALSEY TWO** 21-Jul-22

135 MAIN STREET, POUGHKEEPSIE

| | **AREA DENSITY EVAUATION TABLE** | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ID# | Property Address | Zoning District | Property Area (PA) | No. of Dwelling Units | Open Space Required | Dwelling Units per Acre | Goss Building Area (GBA) | GBA/PA |
| 1 | Admiral Halsey One - Lot 1 / Admiral Halsey Two - Lot 2 | R-6 | 2.28 ac | 191 | Yes | 83.7 | Lot 1 = 86,745 SF<br>Lot 2 = 61,286 SF | 1.49 |
| 2 | 2-6 N. Bridge St. / 8-22 N. Bridge St. | R-6 | 1.84 ac | 44 | Yes | 23.9 | (3) Bldgs.=21,924 SF<br>(1)Bldg.=4,872 SF | 1.2 |
| 3 | 20 N. Perry Street | R-6 | 1.49 ac | 48 | Yes | 32 | 31,827 SF | 0.49 |
| 4 | 66 Washington Street | R-6 | 1.7 ac | 133 | Yes | 78.2 | 106,212 SF | 1.43 |
| 5 | 160 Academy Street | R-5 | 1.9 ac | 136 | Yes | 71 | 142,040 SF | 1.71 |
| 6 | 110 Mill Street | R-4 | 0.44 ac | 20 | Yes | 45.4 | 18,752 SF | 0.98 |
| 7 | 174 Mill Street | R-4 | 0.27 ac | 11 | Yes | 40.7 | 6,592 SF | 0.56 |
| 8 | 113 Mill Street | C-1 | 0.08 | 7 | Yes | 87.5 | 6,016 SF | 1.73 |
| 9 | 140 Main Street | C-2 | 1.58 ac | 160 | No | 101.2 | 81,480 SF | 1.18 |
| 10 | 178-188 Main Street | C-2 | 1.07 ac | 70 | No | 65.4 | NA | NA |
| 11 | 7-9 S. Clover Street | C-2 | 0.04 ac | 4 | No | 100 | 2,866 SF | 1.64 |
| 12 | 197 Mill Street | O-R | 0.37 ac | 24 | No | 64.8 | 8,112 SF | 0.5 |
| 13 | 332 Main Street | H-C | 0.81 ac | 141 | No | 174 | 164,097 SF | 4.65 |

*Refer to property locations on the accompanying Property Location Map




NOTE: ITEM #5 NOT SHOWN - THE LOCATION IS BEYOND THE AREA SHOW ON THE MAP

*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

CLIENT NAME:

Omni New York LLC

909 THIRD AVE. - 21ST FLOOR
NEW YORK, NY 10022

PROJECT NAME:

Admiral Halsey Two

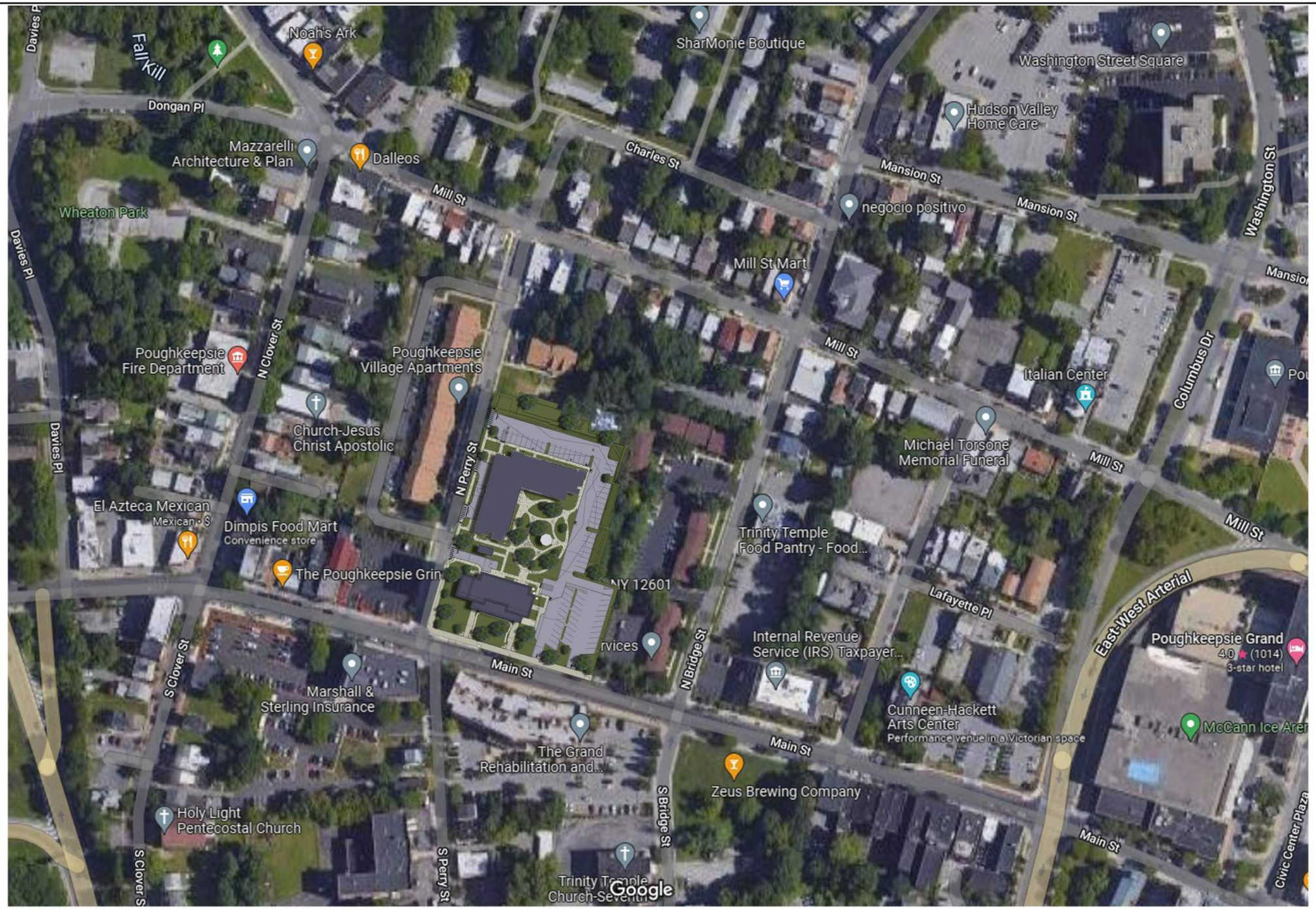
135 MAIN STREET
POUGHKEEPSIE, NEW YORK 12601

LOCATION PLAN

Date: 22 July, 2022

Project number: Y1629.20

SD-01




*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
33 Arlington Ave., 2nd Floor
Poughkeepsie,
New York 12603
www.tinkarch.com

CLIENT NAME:

Omni New York LLC

909 THIRD AVE. - 21ST FLOOR
NEW YORK, NY 10022

PROJECT NAME:

Admiral Halsey Two

135 MAIN STREET
POUGHKEEPSIE, NEW YORK 12601

SITE PLAN

Date: 22 July, 2022

Project number: Y1629.20

SD-02

2 SITE SECTION: WEST ELEVATION
NOT TO SCALE

1 SITE SECTION: SOUTH ELEVATION
NOT TO SCALE

*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
25 Van Wagner Road,
Poughkeepsie,
New York 12603
www.tinkarch.com

CLIENT NAME:
Omni New York
909 THIRD AVE; 21ST FL.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NEW YORK 12601

REGISTERED ARCHITECT STEVEN TINKELMAN 16528 STATE OF NEW YORK

WEST SITE SECTION
SOUTH SITE SECTION

Date: 2022.03.01
Project number: Y1629

PZ-105

C:\Users\jeschter\Documents\Y1629.20 - Admiral Halsey II_CENTRAL_SITE_jeschter3940Dlx1
2/24/2022 11:42:22 AM

2 SITE SECTION: EAST ELEVATION
NOT TO SCALE

1 SITE SECTION: NORTH ELEVATION
NOT TO SCALE

*THIS DRAWING IS FOR SCHEMATIC DESIGN PURPOSES ONLY AND IS NOT INTENTED FOR CONSTRUCTION. ACTUAL CONSTRUCTION DRAWINGS, AND SUBSEQUENT CONSTRUCTION MAY DIFFER SIGNIFICANTLY FROM THIS REPRESENTATION.

TINKELMAN ARCHITECTURE
25 Van Wagner Road,
Poughkeepsie,
New York 12603
www.tinkarch.com

CLIENT NAME:
Omni New York
909 THIRD AVE; 21ST FL.
NEW YORK CITY, NY 10022

PROJECT NAME:
ADMIRAL HALSEY II
135 MAIN STREET
POUGHKEEPSIE, NEW YORK 12601

REGISTERED ARCHITECT STEVEN TINKELMAN 16526 STATE OF NEW YORK

EAST SITE SECTION
NORTH SITE SECTION

Date: 2022.03.01
Project number: Y1629

PZ-106

C:\Users\jeichler\Documents\Y1629.20 - Admiral Halsey II_CENTRAL_SITE_jeichler3940.rvt
2/24/2022 11:42:45 AM

400 Columbus Avenue
Suite 180E
Valhalla New York 10595
Main: 877 627 3772
colliersengineering.com

Colliers Engineering & Design

July 20, 2022

Mr. Joseph Lozada
Omni New York
909 Third Avenue, 21st Floor
New York, NY 10022

Admiral Halsey II - 135 Main Street
Colliers Engineering & Design Project No. 22003478A

Dear Mr. Lozada:

As requested, we have completed our review and evaluation of existing and future parking conditions at the Admiral Halsey complex relative to anticipated parking requirements associated with the Admiral Halsey II 72-unit senior apartment development. 36 of the 72 units will be occupied by Frail Elderly, a special population defined by having one or more physical impairment that require services so that the resident may continue to live independently. Figure No. 1A identifies the site location. In addition, we have reviewed the Poughkeepsie City Code requirements as well as data published by the Institute of Transportation Engineers (ITE) regarding parking criteria and how the existing parking utilization relates to the proposed project.

The following is a summary of the tasks undertaken and our recommendations with regards to parking.

1. Existing Parking Condition Surveys (Tables No. 1, P-1, P-2, and P-3)

   Observations of existing parking utilization during peak time periods for both Weekday and Saturday conditions were undertaken by representatives of Colliers Engineering & Design at the existing Admiral Halsey I facility (119 dwelling units), also an age-restricted property. The purpose was to identify the current utilization at the site in relation to the number of existing units at that facility. The surveys of the site were collected on Thursday, April 7th, and Saturday, April 9, 2022. It should be noted that at the time of the surveys, the dwelling units were all leased.

   As summarized in Table No. 1 for the parking areas at the existing site, which contains some 55 spaces (including 2 handicapped spaces), a total peak utilization of 38 occupied spaces was observed on a Weekday and 36 spaces on a Weekend were found. See Tables P-1, P-2, and P-3. In addition, we reviewed some of the other historical parking usage data provided by the management company for the facility, which also showed similar peak utilization with

Colliers Engineering & Design

36 spaces occupied on the Weekday and a maximum peak of 40 spaces occupied on a Saturday in December. These are referenced in the summary contained in Table No. 1.

2. City of Poughkeepsie Code

The City of Poughkeepsie Code requirement for a multifamily dwelling is 0.5 spaces per dwelling unit for senior (62 or older) apartments plus 10% for visitors, which equates to a total Code requirement of 40 spaces required for the 72 dwelling units proposed at Admiral Halsey II. categories. Based on the total proposed 191 dwelling units on the combined site (119-AHI + 72-AHII), the required parking for the overall complex would be a total of 106 spaces. However, based on the existing actual peak observed utilization, which equated to a ratio of 0.34 spaces per apartment, some 65 spaces would be required to accommodate the peak demand.

3. ITE Parking Standards

The Institute of Transportation Engineers (ITE) publishes information regarding parking for various land uses and stratifies those relative to the type of units, i.e., midrise apartments, apartments for active adults/age restricted, and this information is provided for both Weekday and Weekend conditions. Copies of the typical peak parking demands based on ITE are attached in Appendix C.

As can be seen, the average peak parking ratio for a typical non-age restricted midrise building would be between 0.08 to 0.42 spaces per dwelling unit, which would be similar to that observed at the existing complex.

4. Summary and Conclusions

Based on the existing parking utilization observations at the existing Admiral Halsey I facility, which indicates a peak parking utilization ratio of 0.34 spaces per dwelling unit, the proposed 33 spaces for the Admiral Halsey II 72 dwelling units or a total of 68 spaces for the total 191 dwelling unit facility (AHI+AHII), should adequately accommodate peak parking demands since these units are expected to be age restricted similar to the existing facility. Additionally, as per information you provided on the type of tenants, the parking utilization of the 36 (50%) units in the new building dedicated to the Frail Elderly, a population whose ability to drive/own a vehicle will be severely limited by the nature of the physical disabilities that defines their conditions, will likely be lower than 0.34 spaces per dwelling unit, thereby providing even more cushion to accommodate peak parking demands.

Colliers Engineering & Design

Sincerely,

Colliers Engineering & Design CT, P.C.

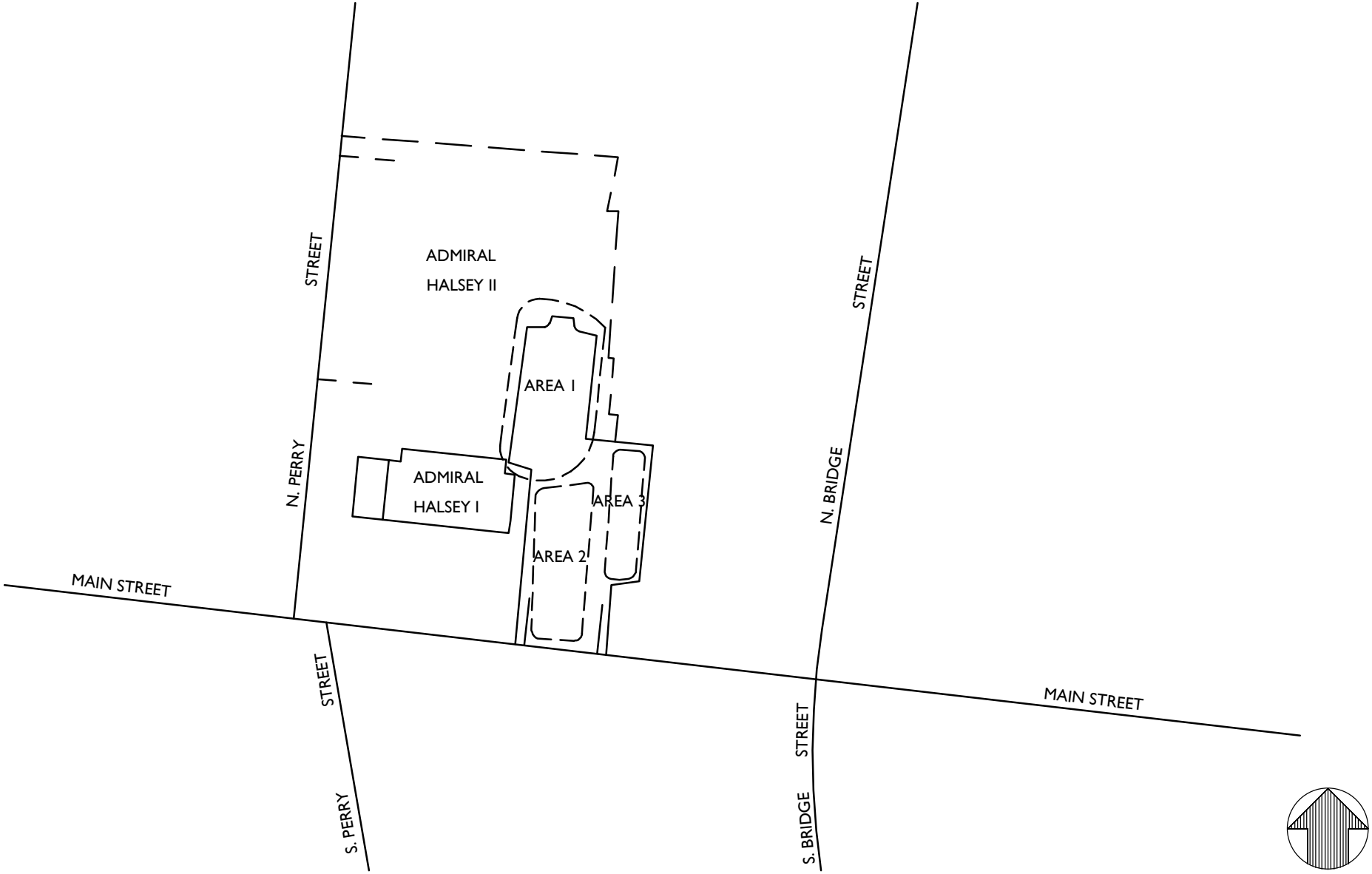
Philip Grealy, Ph.D., P.E.
Geographic Discipline Leader

R:\Projects\2022\22003478A\Reports\Traffic\Word\220720PJG_Parking Letter Report.docx

Colliers Engineering & Design

# Admiral Halsey II

## Site Location & Parking Area Map




NOTE: LINE DIAGRAM NOT TO SCALE

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as MASER CONSULTING

Copyright © 2022. Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

| REV | DATE | DRAWN BY | DESCRIPTION |
|---|---|---|---|
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |
| . | . | . | . |

ADMIRAL HALSEY II

CITY OF POUGHKEEPSIE
DUTCHESS COUNTY
NEW YORK

811 Know what's below. Call before you dig.

PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE

FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

Colliers Engineering & Design

WESTCHESTER
400 Columbus Avenue,
Suite 180E
Valhalla, NY 10595
Phone: 914.347.7500

COLLIERS ENGINEERING & DESIGN CT, P.C.
DOING BUSINESS AS MASER CONSULTING
ENGINEERING & LAND SURVEYING

TRAFFIC IMPACT STUDY

| SCALE: | DATE: | DRAWN BY: | CHECKED BY: |
|---|---|---|---|
| AS SHOWN | 4/6/22 | R.H. | P.J.G. |

| PROJECT NUMBER: | DRAWING NAME: |
|---|---|
| 22003478A | 220406RH_FIGURE |

SHEET TITLE:
SITE LOCATION & PARKING AREA MAP

SHEET NUMBER:
1A

3478A\Reports\Traffic\Figures\220406RH_FIGURE.dwg\1 By: RHILARIO

# Admiral Halsey II

## Tables

Colliers Engineering & Design

**Table No. 1**

**Summary of Hourly Occupied Parking Observations**

| Admiral Halsey I<br>City of Poughkeepsie, NY | Spaces Occupied By Time Of Day | | |
|---|---|---|---|
| | 10:00 AM | 3:00 PM | 7:00 PM |
| **Existing Parking Lot Capacity**<br>**(55 Total Parking Spaces)** | | | |
| Tuesday 5/24/21 | 34 | 30 | 32 |
| Saturday 5/29/21 | 28 | 32 | 31 |
| Tuesday 11/30/21 | 34 | 32 | 32 |
| Wednesday 12/1/21 | 32 | 25 | 31 |
| Friday 12/3/21 | 32 | 36 | 35 |
| Saturday 12/4/21 | 36 | 32 | 40 |

NOTES:

1) OBSERVATION BASED ON SITE FACILITY MANAGEMENT.

| Admiral Halsey I<br>City of Poughkeepsie, NY | Spaces Occupied By Time Of Day | | | |
|---|---|---|---|---|
| | 6:00 AM | 10:00 AM | 3:00 PM | 7:00 PM |
| **Existing Parking Lot Capacity**<br>**(55 Total Parking Spaces)** | | | | |
| Thursday 4/7/22 | 36 | 33 | 33 | 31 |
| Saturday 4/9/22 | 35 | 34 | 28 | 36 |

NOTES:

1) OBSERVATION BASED ON COLLIERS ENGINEERING & DESIGN.

# TABLE P-1

## SUMMARY OF ADMIRAL HALSEY PARKING SPACE UTILIZATION (WEEKDAY AM CONDITIONS)

JOB # 22003478A
LOCATION: POUGHKEEPSIE, NY
DAY: THURSDAY
DATE: 04/07/22
TIME: 6:00 AM - 10:00 AM

| | | PARKING AREA CAPACITY (1) | | | TOTAL | |
|---|---|---|---|---|---|---|
| | | **1** | **2** | **3** | **OCCUPIED** | **UNOCCUPIED** |
| **TOTAL SPACES** | | 22 | 21 | 12 | 55 | |
| **TIME** | | **SPACES OCCUPIED** | | | | |
| 6:00 AM | 6:30 AM | 11 | 18 | 7 | **36** | **19** |
| 6:30 AM | 7:00 AM | 11 | 18 | 6 | **35** | **20** |
| 7:00 AM | 7:30 AM | 11 | 18 | 6 | **35** | **20** |
| 7:30 AM | 8:00 AM | 10 | 17 | 5 | **32** | **23** |
| 8:00 AM | 8:30 AM | 10 | 17 | 5 | **32** | **23** |
| 8:30 AM | 9:00 AM | 12 | 16 | 5 | **33** | **22** |
| 9:00 AM | 9:30 AM | 13 | 15 | 5 | **33** | **22** |
| 9:30 AM | 10:00 AM | 14 | 14 | 5 | **33** | **22** |

(1) PARKING AREAS SHOWING SPACES AVAILABLE DURING EACH TIME INTERVAL BY AREA AND FOR OVERALL AREA. SEE FIGURE 1A FOR IDENTIFICATION OF EACH AREA.

4/13/2022

# TABLE P-2

## SUMMARY OF ADMIRAL HALSEY PARKING SPACE UTILIZATION (WEEKDAY PM CONDITIONS)

JOB # 22003478A
LOCATION: POUGHKEEPSIE, NY
DAY: THURSDAY
DATE: 04/07/22
TIME: 3:00 PM - 7:00 PM

| | | PARKING AREA CAPACITY (1) | | | TOTAL | |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | OCCUPIED | UNOCCUPIED |
| TOTAL SPACES | | 22 | 21 | 12 | 55 | |
| TIME | | SPACES OCCUPIED | | | | |
| 3:00 PM | 3:30 PM | 16 | 12 | 5 | **33** | **22** |
| 3:30 PM | 4:00 PM | 17 | 14 | 5 | **36** | **19** |
| 4:00 PM | 4:30 PM | 16 | 16 | 6 | **38** | **17** |
| 4:30 PM | 5:00 PM | 13 | 15 | 6 | **34** | **21** |
| 5:00 PM | 5:30 PM | 12 | 13 | 6 | **31** | **24** |
| 5:30 PM | 6:00 PM | 12 | 13 | 6 | **31** | **24** |
| 6:00 PM | 6:30 PM | 12 | 15 | 6 | **33** | **22** |
| 6:30 PM | 7:00 PM | 11 | 14 | 6 | **31** | **24** |

(1) PARKING AREAS SHOWING SPACES AVAILABLE DURING EACH TIME INTERVAL BY AREA AND FOR OVERALL AREA. SEE FIGURE 1A FOR IDENTIFICATION OF EACH AREA.

4/13/2022

# TABLE P-3

## SUMMARY OF ADMIRAL HALSEY PARKING SPACE UTILIZATION (WEEKEND SAT CONDITIONS)

JOB # 22003478A
LOCATION: POUGHKEEPSIE, NY
DAY: SATURDAY
DATE: 04/09/22
TIME: 10:00 AM - 1:00 PM

| | | PARKING AREA CAPACITY (1) | | | TOTAL | |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | OCCUPIED | UNOCCUPIED |
| TOTAL SPACES | | 22 | 21 | 12 | 55 | |
| TIME | | SPACES OCCUPIED | | | | |
| 10:00 AM | 10:30 AM | 12 | 16 | 6 | **34** | **21** |
| 10:30 AM | 11:00 AM | 12 | 14 | 5 | **31** | **24** |
| 11:00 AM | 11:30 AM | 13 | 13 | 5 | **31** | **24** |
| 11:30 AM | 12:00 PM | 11 | 14 | 4 | **29** | **26** |
| 12:00 PM | 12:30 PM | 8 | 15 | 4 | **27** | **28** |
| 12:30 PM | 1:00 PM | 8 | 14 | 4 | **26** | **29** |

(1) PARKING AREAS SHOWING SPACES AVAILABLE DURING EACH TIME INTERVAL BY AREA AND FOR OVERALL AREA. SEE FIGURE 1A FOR IDENTIFICATION OF EACH AREA.

4/13/2022

Colliers Engineering & Design

# Admiral Halsey II

## ITE Parking Rates

# Parking Generation Manual

5th Edition

JANUARY 2019

INSTITUTE OF TRANSPORTATION ENGINEERS

# Land Use: 221 Multifamily Housing (Mid-Rise)

### Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

| | Percent of Peak Parking Demand | | |
|---|---|---|---|
| Hour Beginning | Weekday | Saturday | Sunday |
| 12:00–4:00 a.m. | 100 | 100 | 100 |
| 5:00 a.m. | 94 | 99 | – |
| 6:00 a.m. | 83 | 97 | – |
| 7:00 a.m. | 71 | 95 | – |
| 8:00 a.m. | 61 | 88 | – |
| 9:00 a.m. | 55 | 83 | – |
| 10:00 a.m. | 54 | 75 | – |
| 11:00 a.m. | 53 | 71 | – |
| 12:00 p.m. | 50 | 68 | – |
| 1:00 p.m. | 49 | 66 | 33 |
| 2:00 p.m. | 49 | 70 | 40 |
| 3:00 p.m. | 50 | 69 | 27 |
| 4:00 p.m. | 58 | 72 | 13 |
| 5:00 p.m. | 64 | 74 | 33 |
| 6:00 p.m. | 67 | 74 | 60 |
| 7:00 p.m. | 70 | 73 | 67 |
| 8:00 p.m. | 76 | 75 | 47 |
| 9:00 p.m. | 83 | 78 | 53 |
| 10:00 p.m. | 90 | 82 | 73 |
| 11:00 p.m. | 93 | 88 | 93 |

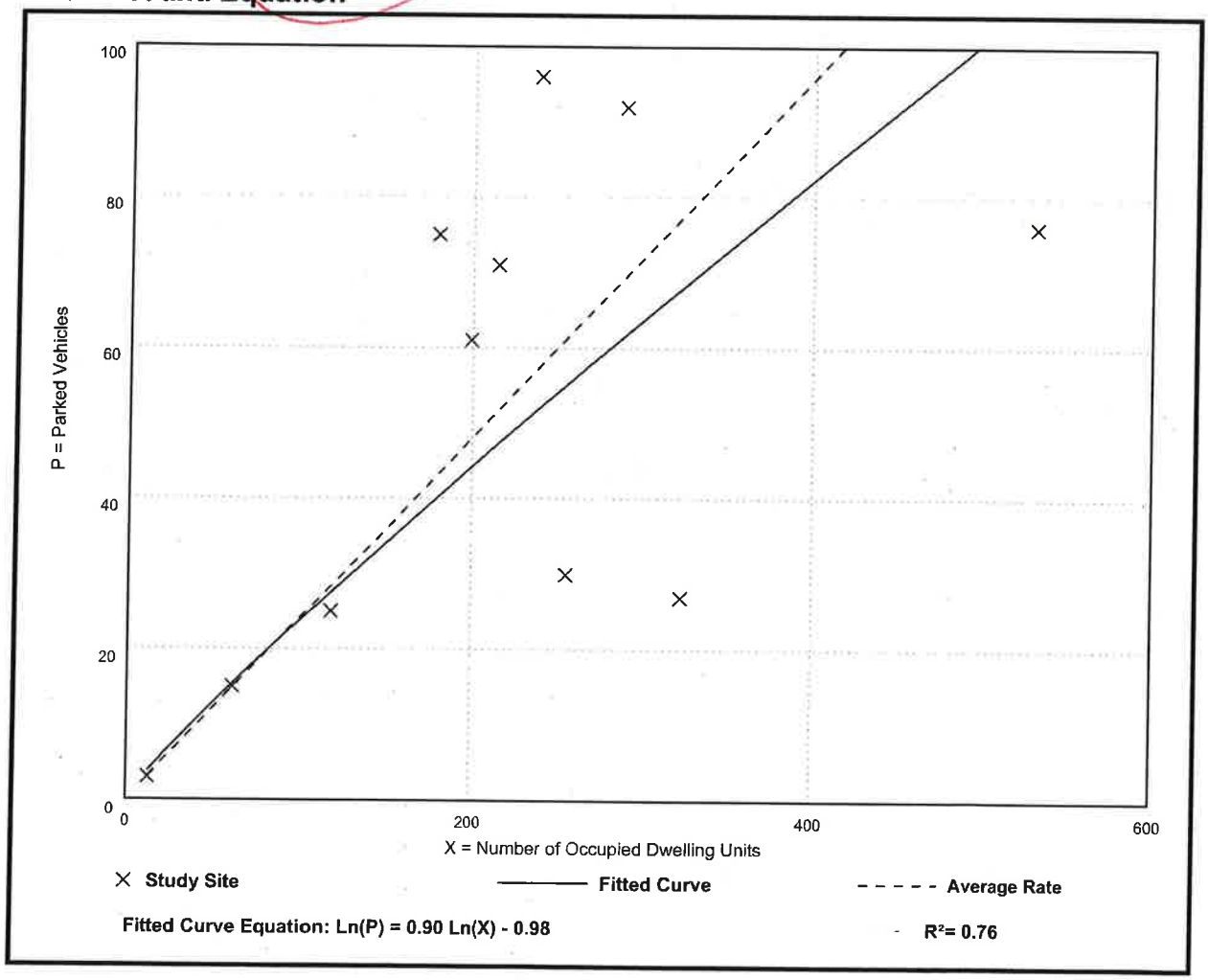
# Multifamily Housing (Mid-Rise)
# (221)

**Peak Period Parking Demand vs: Occupied Dwelling Units**
**On a: Weekday (Monday - Friday)**
**Setting/Location: Center City Core**
Peak Period of Parking Demand: 10:00 p.m. - 5:00 a.m.
Number of Studies: 11
Avg. Num. of Occupied Dwelling Units: 220

## Peak Period Parking Demand per Occupied Dwelling Unit

| Average Rate | Range of Rates | 33rd / 85th Percentile | 95% Confidence Interval | Standard Deviation (Coeff. of Variation) |
|---|---|---|---|---|
| 0.24 | 0.08 - 0.42 | 0.21 / 0.41 | *** | 0.12 ( 50% ) |

## Data Plot and Equation



**THE CITY OF POUGHKEEPSIE**
**NEW YORK**
**DEVELOPMENT DEPARTMENT**
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4010 Fax: (845) 451-4006

# MEMORANDUM

To: Brian & Allison Sohan, Applicant

From Natalie Quinn, Development Director

Date: October 24, 2022

Re: 16 Mildred Avenue – Single Family Residence Addition - SEQR Classification

---

Upon review of project materials provided by the applicant, including Short EAF Part 1 and area variance application, it is my understanding that the proposed action to be undertaken includes construction of an additional story (600 SF) on the rear portion of an existing residence at 16 Mildred Avenue.

Based on the above description it is the determination of the planning division that **the proposed action is classified as a Type II Action** with regards to SEQRA, and is not subject to further environmental review.

All components of the proposed work can be classified under the following provisions of 6 NYCRR Section 617.5 under which the above determination is being made:

- Section 617.5(c)(11) construction or expansion of a single-family, a two-family or a three-family residence on an approved lot including provision of necessary utility connections as provided in paragraph (13) of this subdivision and the installation, maintenance or upgrade of a drinking water well or a septic system, or both, and conveyances of land in connection therewith;

- Section 617.5(c)(16) granting of individual setback and lot line variances and adjustments;

- Section 617.5(c)(17) granting of an area variance for a single-family, two-family or three-family residence;

# BUILDING DEPARTMENT

**CITY OF POUGHKEEPSIE**
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4007 Fax: (845) 451-4006

**Eric Philipp**
**Building Inspector**

October 20, 2022

Brian & Allison Sohan
16 Mildred Avenue
Poughkeepsie, NY 12603

RE: 16 Mildred Avenue

Dear Mr. & Mrs. Sohan,

The Building Department is in receipt of permit application number 22-1694 for building permit for the construction of a 600sf addition on the back of the existing residence of the property at 16 Mildred Avenue. Please be advised that the property at 16 Mildred Avenue is located in an area of the City zoned Medium Low-Density Residence District (R-2). The minimum required side yard is 10 feet per code **Section 19-3.13(4)(d)2** of the Zoning Ordinance and the proposed addition will have a side yard of 6.4 feet on the left side of the addition.

Therefore, your application is hereby denied. You may appeal the terms of this denial to the Zoning Board of Appeals within thirty (30) days of the date of denial.

If you have any questions or comments please feel free to contact me, info is listed below, thanks.

*Joseph D. O'Brien*

Deputy Zoning Administrator
62 Civic Center Plaza
Poughkeepsie, NY 12601
Office - 845-451-4273
Fax - 845-451-4006
jobrien@cityofpoughkeepsie.com

WHALEN ARCHITECTURE pllc
1141 Route 55, Suite A Lagrangeville, NY 12540
(845) 337-4331 whalenarchitecture.com

City of Poughkeepsie
Planning & Zoning
62 Civic Center Plaza
Poughkeepsie, NY 12601

Variance Request Justification for the proposed addition to 16 Mildred Avenue

(responses are in *italics*)

1. Will the granting of the variance produce an undesirable change in the character of the neighborhood or be a detriment to nearby properties? If not, please explain why. *The proposed addition will not produce an undesirable change in the character of the neighborhood or be a detriment to nearby properties for 2 reasons. 1- the proposed addition will match the architecture of the existing house. 2. The proposed addition will be in the back of the existing house.*

2. Can the benefit sought be achieved by some other method feasibly for the applicant to pursue, other than an area variance? Identify what alternatives to the variance, if any, have been explored (for example, alternative designs, purchasing of contiguous properties, etc.) Why is the variance necessary? *Our office explored several options for the proposed addition. Due to the constraints of the required setbacks, the only allowable space for the addition is in the back yard. The variance is necessary because the existing side-yard setback already encroaches into the northside of the existing residence. The proposed addition will align with the northside of the residence, but will not encroach further towards the northern property line.*

3. Is the area variance substantial? Explain why it is not substantial. *The proposed addition will align with the northern side of the existing residence. The side-yard setback on the north side of the property already encroaches into the existing residence. Since the proposed addition will not be any closer to the northern property line, we feel this is not a substantial variance.*

4. Will the variance have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district? Why not? *The proposed addition will not have an adverse effect or impact on the physical or environmental conditions for several reasons. 1- The addition will match the architecture of the existing residence. 2- The addition will be located in the back of the house. 3- The addition footprint is only 600 square feet. 4- To construct the proposed addition will disturb less than 0.02 acre.*

5. Is the need for the area variance the result of self-created difficulties on your part or unique to the property. Explain. *The need for the variance is due to the zoning requirements in this district. The side-yard setback on the north side of the property is currently located within the existing residence. Any modifications or additions to this side of the property would require a variance.*

Please contact our office if you have any questions or require additional information. Thank you.

Stephen A. Whalen, RA, LEED AP
*Principal*
Whalen Architecture, PLLC

# THE CITY OF POUGHKEEPSIE
# NEW YORK
## PLANNING & ZONING

62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4055 Fax: (845) 451-4006

FEE: $350.00
CODE: A2112
ID# _____
IPS# _____

# ZONING BOARD OF APPEALS AREA VARIANCE APPLICATION

**PROPERTY ADDRESS:** 16 Mildred Ave, Poughkeepsie, NY 12603

**ZONING DISTRICT:** R-2

**OWNER INFORMATION:**

Name: Brian & Allison Sohan
Address: 16 Mildred Ave, Poughkeepsie, NY 12603

Phone: (845) 797-4379
Email: asohan78@yahoo.com

**APPLICANT INFORMATION:**

Name: Brian & Allison Sohan
Address: 16 Mildred Ave, Poughkeepsie, NY 12603

Phone: (845) 797-4379
Email: asohan78@yahoo.com

**CONSULTANT INFORMATION:**

Name: Whalen Architecture, PLLC
Address: 1141 Route 55, Suite A, Lagrangeville, NY 12540

Phone: (845) 337-4331
Email: sw@whalenarchitecture.com

## SUBJECT OF APPEAL

This application relative to the above referenced property constitutes an appeal from the decision, determination or violation of an official of the City of Poughkeepsie.

Name and title of agent: Whalen Architecture, PLLC

Date of decision/determination/violation: TBD

***Please note that a copy of the communication must be attached with this application.***

ZONING BOARD OF APPEALS AREA VARIANCE APPLICATION
**PROPERTY ADDRESS:** 16 Mildred Ave, Poughkeepsie, NY 12603

## AREA VARIANCE REQUESTS

All sections under this heading must be answered completely. Bear in mind that a variance is actually relief from the strict application of the requirements of the law (the Zoning Ordinance), and the Zoning Board of Appeals is required to give sound reasons, based on the criteria set forth in this application, for granting any such relief.

| SECTION | REQUIRING/PROHIBITING | REQUESTED VARIANCE |
|---|---|---|
| 19 Attachment 1 | 10' Side Yard | 6.4' Side Yard |
| | | |
| | | |
| | | |
| | | |

## VARIANCE REQUEST JUSTIFICATION

Pursuant to Section 19-8.4 (2) (d) of the Zoning Ordinance, the Zoning Board of Appeals, in making its determination, shall take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such granting.

Bear in mind that a variance is actually relief from the strict application of the requirements of the law (the Zoning Ordinance), and the Zoning Board of Appeals is required by law to give sound reasons, based on the criteria set forth in this application, for granting any such relief. **Please note that it is therefore incumbent upon the applicant to demonstrate to the Board that the criteria for the granting of the variance(s) are satisfied.**

Responses to the following questions shall be attached to and submitted with the application.

1) Will the granting of the variance produce an undesirable change in the character of the neighborhood or be a detriment to nearby properties? If not, please explain why.

2) Can the benefit sought be achieved by some other method feasibly for the applicant to pursue, other than an area variance? Identify what alternatives to the variance, if any, have been explored (for example, alternative designs, purchasing of contiguous properties, etc.). Why is the variance necessary?

3) Is/are the requested area variance(s) substantial? Explain why they are not substantial.

4) Will the variance(s) have an adverse affect or impact on the physical or environmental conditions in the neighborhood or district? Why not?

5) Is the need for the area variance(s) the result of self-created difficulties on your part, or unique to the property? Explain.

ZONING BOARD OF APPEALS AREA VARIANCE APPLICATION
**PROPERTY ADDRESS:** 16 Mildred Ave, Poughkeepsie, NY 12603

LIST OF REQUIRED ATTACHMENTS

1. Letter or communication which resulted in application to the ZBA.
2. Site or Plot Plan: Nine (9) copies.
3. Color photos of site conditions: Nine (9) copies
4. Complete Short EAF
5. Electronic file submission of the plot plan and color photos
6. Other attachments deemed pertinent by the applicant (please list):

_____

_____

_____

_____

SIGNATURE AND VERIFICATION

Please be advised that no application can be deemed complete unless signed below.

THE APPLICANT HEREBY STATES THAT ALL INFORMATION GIVEN IS ACCURATE AS OF THE DATE OF APPLICATION. THE APPLICANT, IF NOT THE OWNER OF THE PROPERTY, HEREBY SWEARS THAT THIS APPLICATION IS MADE WITH THE INFORMED KNOWLEDGE AND CONSENT OF THE OWNER.

SIGNATURE OF APPLICANT

11/17/22
DATE

BRIAN SOHAN
Print Name

**Revised June 2020: Previous Editions Obsolete**

ADDITION & RENOVATIONS TO THE:

# SOHAN RESIDENCE

## 16 MILDRED AVENUE
## POUGHKEEPSIE, NY 12603

## GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE 2020 RESIDENTIAL CODE OF NEW YORK STATE CURRENT EDITION AND ALL LOCAL / MUNICIPAL CODES.

2. ALL WORK INCLUDING MATERIAL STRESSES AND METHODS OF CONSTRUCTION, SHALL CONFORM TO LOCAL AND STATE CODES.

3. CONTRACTOR SHALL CHECK AND VERIFY ALL EXISTING CONDITIONS AND CHECK ALL DIMENSIONS OF THE PROPOSED NEW CONSTRUCTION IN THE FIELD BEFORE STARTING WORK AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE START OF WORK.

4. INDEMNIFICATION: THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL INDEMNIFY AND SAVE HARMLESS THE OWNER, THE OWNER'S ARCHITECT / ENGINEER, THEIR OFFICERS, AGENTS AND EMPLOYEES FROM ALL LOSSES, COSTS, FEES, EXPENSES, DAMAGES, OR LIABILITIES CAUSE OF 1- BODILY INJURY (INCLUDING DEATH), ACTUAL OR ALLEGED, TO ANY PERSON (INCLUDING BUT NOT LIMITED TO ANY EMPLOYEE OF THE OWNER OR THE CONTRACTOR OR HIS SUBCONTRACTOR AND INCLUDING ANY THIRD PARTY), OR 2- DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO THE PROPERTY OF THE OWNER OR IT'S EMPLOYEES OR OF THE CONTRACTOR AND HIS SUBCONTRACTORS OR IT'S EMPLOYEES, OR OF ANY SUBCONTRACTOR OF THE CONTRACTOR AND INCLUDING THE PROPERTY OF ANY THIRD PARTY), ACTUAL OR ALLEGED, IF SUCH BODILY INJURY OR PROPERTY DAMAGE RESULTS DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF THIS CONTRACT AND WHETHER OR NOT SUCH BODILY INJURY OR PROPERTY DAMAGE IS CAUSED BY THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE CONTRACTOR AND AGENTS OR EMPLOYEES OR OF ANY SUBCONTRACTORS OF THE CONTRACTOR AND HIS SUBCONTRACTORS, OR OF THE OWNER, ITS OFFICERS, AGENTS, OR EMPLOYEES.

5. ALL MATERIALS, ASSEMBLIES, FORMS AND METHODS OF CONSTRUCTION AND SERVICES EQUIPMENT SHALL MEET THE FOLLOWING REQUIREMENTS.
A. ACCEPTABLE PRIOR TO THE EFFECTIVE DATE OF THE CODE BY THE BOARD
B. ACCEPTED FOR USE UNDER PRESCRIBED CODE TEST METHODS.

6. GENERAL CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH THAT OF OTHER SUBCONTRACTORS AND SUPPLIERS.

7. CONTRACTOR SHALL PATCH AND REPAIR ALL SURFACES OPENED DURING THE INSTALLATION OF THE WORK AND REPAIR ALL EXISTING AREAS THAT REMAIN DAMAGED DURING THE PERFORMANCE OF THE WORK.

8. ALL DRAWINGS, SPECIFICATIONS AND CONSTRUCTION NOTES ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY ONE WILL BE BINDING AS IF CALLED FOR BY ALL; ANY WORK SHOWN OR REFERRED TO ON ANY DOCUMENT SHALL BE PROVIDED AS THOUGH SHOWN ON ALL DOCUMENTS.

9. THE CHARACTER AND SCOPE OF WORK ARE ILLUSTRATED BY THE DRAWINGS. TO INTERPRET AND EXPLAIN THE DRAWINGS, OTHER INFORMATION DEEMED NECESSARY BY THE ARCHITECT WILL BE FURNISHED TO THE CONTRACTOR WHEN AND AS REQUIRED BY THE WORK, AND IT IS TO BE UNDERSTOOD THAT THE SAID ADDITIONAL DRAWINGS ARE TO BE OF EQUAL FORCE WITH THE DRAWINGS AND SHALL BE CONSIDERED AS FORMING PART OF THESE NOTES TO WHICH THEY REFER.

10. CONTRACTOR SHALL NOT OBSTRUCT ACCESS TO ROADWAYS AT ANY TIME.

11. ALL DIMENSIONS NOTED ON PLANS ARE TO ROUGH FRAMING UNLESS OTHERWISE NOTED.

12. CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THIS DOCUMENT AND CONTRACT DOCUMENTS ISSUED TO OTHERS PRIOR TO THE START OF THE WORK.

13. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEW YORK STATE BUILDING CODES, STATE LABOR LAW AND ALL REGULATIONS OF NEW YORK STATE AND OTHER GOVERNMENT AGENCIES. ALL PERMITS SHALL BE PROPERLY DISPLAYED.

14. PENETRATION IN OPENINGS OF WALL PARTITIONS OR FLOORS FOR PIPE SLEEVES, ELECTRICAL DEVICES, ETC. SHALL BE PACKED AND SEALED OR OTHERWISE ISOLATED TO MAINTAIN THE REQUIRED FIRE STOPPING AND SOUND TRANSMISSION CLASSIFICATION RATING.

15. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH ANY AND ALL APPLICABLE CODES.

16. ALL PLUMBING & HVAC WORK SHALL BE DONE IN ACCORDANCE WITH ANY AND ALL APPLICABLE CODES.

17. MECHANICAL DESIGN-BUILD SHALL BE BY OTHERS.

18. IF, IN THE INTERPRETATION OF CONTRACT DOCUMENTS, REQUIREMENTS WITHIN THE DRAWINGS AND SPECIFICATIONS CONFLICT, OR IT APPEARS THAT THE DRAWINGS AND SPECIFICATIONS ARE NOT IN AGREEMENT, THE REQUIREMENT TO BE FOLLOWED SHALL BE DECIDED BY THE ARCHITECT. WHERE THERE IS A DISCREPANCY IN THE QUANTITY, THE CONTRACTOR SHALL PROVIDE THE GREATER QUANTITY; WHERE THERE IS A DISCREPANCY IN THE QUALITY, THE CONTRACTOR SHALL PROVIDE THE SUPERIOR QUALITY.

19. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND INSTALLING ALL COMPONENTS, ACCESSORIES, ETC. FOR A COMPLETE PROJECT INCLUDING ITEMS NOT SHOWN IN THESE CONSTRUCTION DRAWINGS.

20. ALL PRODUCTS ARE TO BE INSTALLED IN STRICT CONFORMANCE W/ MANUFACTURER'S INSTALLATION INSTRUCTIONS. NO EXCEPTIONS.

## ABBREVIATIONS

| | |
|---|---|
| ACT | ACOUSTICAL CEILING TILE |
| ADD | ADDENDUM |
| ADJ | ADJACENT |
| AFF | ABOVE FINISHED FLOOR |
| ALT | ALTERNATE |
| ALUM | ALUMINUM |
| ANOD | ANODIZED FINISH |
| AP | ACOUSTICAL PANEL |
| APPROX | APPROXIMATE |
| ARCH | ARCHITECT/ARCHITECTURAL |
| ASSOC | ASSOCIATED |
| A\V | AUDIO VISUAL |
| BB | BULLETIN BOARD |
| B/ | BOTTOM OF |
| BLDG | BUILDING |
| BLKG | BLOCKING |
| BM/BMS | BEAM/BEAMS |
| BOS | BOTTOM OF SOFFIT |
| BRD/BD | BOARD |
| BRG | BEARING |
| BSMT | BASEMENT |
| C | CARPET |
| CAB | CABINET |
| CB | CHALKBOARD |
| CJ | CONTROL JOINT |
| CL | CENTER LINE |
| CLG | CEILING |
| CLO | CLOSET |
| CLR | COOLER |
| CMU | CONCRETE MASONRY UNIT |
| COL | COLUMN |
| CONC | CONCRETE |
| CONF | CONFERENCE |
| CONT | CONTINUOUS |
| CONTR | CONTRACTOR |
| CORR | CORRIDOR |
| CSMU | CALCIUM SILICATE MASONRY UNIT |
| CT | CERAMIC TILE |
| CTB | CERAMIC TILE BASE |
| DA | DOUBLE ACTING |
| DET/DTL | DETAIL |
| DF | DRINKING FOUNTAIN |
| DIA | DIAMETER |
| DISP | DISPENSER |
| DIV | DIVISION |
| DN | DOWN |
| DR | DOOR |
| DS | DOWNSPOUT |
| DWG | DRAWING |
| EA | EACH |
| EHD-X | ELECTRIC HAND DRYER |
| EIFS | EXTERIOR INSULATION FINISH SYSTEM |
| EL/ELEV | ELEVATION |
| ELEC | ELECTRIC |
| EMER | EMERGENCY |
| EMO | EXISTING MASONRY OPENING |
| EQ | EQUAL |
| EQUIP | EQUIPMENT |
| E.U. | EGRESS UNIT |
| EWC | ELECTRIC WATER COOLER |
| EWO | EXISTING WINDOW OPENING |
| EXHIB | EXHIBIT |
| EXIST/EXIST'G | EXISTING |
| EXP JT | EXPANSION JOINT |
| EXP | EXPOSED |
| EXT | EXTERIOR |
| FE | FIRE EXTINGUISHER WALL MTD. |
| FD | FLOOR DRAIN |
| FIN | FINISH |
| FIX | FIXTURE |
| FL | FLOOR |
| FND | FEMININE NAPKIN DISPOSAL |
| FNDN | FOUNDATION |
| FNV | FEMININE NAPKIN VENDOR |
| FRP | FIBER REINFORCED PLASTIC |
| FT | FEET |
| FTG | FOOTING |
| FURN | FURNISH / FURNITURE |
| FUR | FURRED / FURRING |
| FR | FIRE RESISTANT |
| FEC | FIRE EXTINGUISHER CABINET |
| GA | GUAGE |
| GAL | GALLON |
| GALV | GALVANIZED |
| GB | GRAB BAR |
| GC | GENERAL CONTRACT |
| GCT | GRANITE COUNTER TOP |
| GL | GLASS / GLAZING |
| GND | GROUND |
| GYP WALL BD/GWB | GYPSUM WALL BOARD |
| H | HIGH |
| H/C | DISABLED ACCESS |
| HD | HEAVY DUTY |
| HDR | HEADER |
| HDWR | HARDWARE |
| HM | HOLLOW METAL |
| HORZ | HORIZONTAL |
| HR | HANDRAIL / HOUR |
| HT | HEIGHT |
| HTG | HEATING |
| HVAC | HEATING VENTILATION A/C |
| ID | INSIDE DIAMETER |
| INSUL | INSULATION |
| INV | INVERT |
| JAN | JANITOR |
| JT | JOINT |
| KPL | KICKPLATE |
| L | LAMINATED GLASS |
| LAV | LAVATORY |
| LF | LINEAR FEET |
| LH | LEFT HAND |
| LHR | LEFT HAND REVERSE |
| LIN | LINEN |
| LLH | LONG LEG HORIZONTAL |
| LLV | LONG LEG VERTICAL |
| LVR | LOUVER |
| MACH | MACHINE |
| MAS | MASONRY |
| MAT | MATERIAL |
| MAX | MAXIMUM |
| MBH | MOP & BROOM HOLDER |
| MECH | MECHANICAL |
| MET/MTL | METAL |
| MEZZ | MEZZANINE |
| MFGR | MANUFACTURE / MANUFACTURER |
| MIN | MINIMUM |
| MIR | MIRROR |
| MLD | MOULDING |
| MO | MASONRY OPENING |
| MP | METAL PANEL |
| MRGWB | MOISTURE RESISTANT GYPSUM BOARD |
| NC | NONCOMBUSTIBLE |
| NIC | NOT IN CONTRACT |
| NO | NUMBER |
| NOM | NOMINAL |
| NTS | NOT TO SCALE |
| OC | ON CENTER |
| OH | OVERHEAD |
| OPNG | OPENING |
| OPP HD | OPPOSITE HAND |
| PART | PARTITION |
| PC | PLUMBING CONTRACTOR |
| PF | PRE-FINISHED |
| PL | PLATE |
| PL LAM/PLAS LAM | PLASTIC LAMINATE |
| PLAST | PLASTER |
| PLMBG | PLUMBING |
| PLY/PLYWD | PLYWOOD |
| PNL | PANEL |
| P/PNT | PAINT |
| POL | POLISH |
| PR | PAIR |
| PT | POINT |
| PTD | PAPER TOWEL DISPENSER |
| PTN | PARTITION |
| PVC | POLY VINYL CHLORIDE |
| PGB | PAINTED GYPSUM BOARD |
| PS | PROJECTION SCREEN |
| Q.T. | QUARRY TILE |
| R | RISER |
| RAD | RADIUS |
| RCP | REFLECTED CEILING PLAN |
| RD | ROOF DRAIN |
| RE | REFER TO |
| REFRIG | REFRIGERATOR |
| REQD | REQUIRED |
| RH | RIGHT HAND |
| RHR | RIGHT HAND REVERSE |
| RM | ROOM |
| S | SEALER |
| SAT | SATURATION |
| SC | SOLID CORE WOOD DOOR |
| SD | SOAP DISPENSER |
| SF | SQUARE FEET |
| SHT | SHEET |
| SIM | SIMILAR |
| SPEC | SPECIFICATION |
| SPD | SOAP DISH |
| SQ | SQUARE |
| SST | STAINLESS STEEL |
| STL/ST | STEEL |
| STRUCT | STRUCTURAL / STRUCTURE |
| SUSP | SUSPENDED |
| SV | SHEET VINYL FLOORING |
| SW | SHEAR WALL |
| T | TREAD |
| T/ | TOP OF |
| T&G | TONGUE AND GROOVE |
| T/S | TOP OF STEEL |
| TB | TACK BOARD |
| TCB | TECTUM BOARD |
| TEL | TELEPHONE |
| TEMP | TEMPERED |
| TERR | TERRAZZO |
| TG | TEMPERED GLASS |
| THK | THICK |
| THRU | THROUGH |
| TOC | TOP OF CONCRETE |
| TOF | TOP OF FOOTING |
| TOM | TOP OF MASONRY |
| TPH | TOILET PAPER HOLER |
| TS | TACK STRIP |
| TYP | TYPICAL |
| UG | UNDERGROUND |
| UH | UNIT HEATER |
| UL | UNDERWRITERS LABATORIES |
| UNO/UON | UNLESS OTHERWISE NOTED |
| US | UNDERSIDE |
| UTIL | UTILITY |
| UV | UNIT ELEVATOR |
| V | VINYL |
| VCT | VINYL COMPOSIT TILE |
| VET | VERTICAL |
| VIF | VERIFY IN FIELD |
| VTR | VENT THROUGH ROOF |
| W | WIDE |
| W/ | WITH |
| WB | WHITEBOARD |
| WC | WATER CLOSET |
| WD | WOOD |
| WP | WATERPROOF |
| WR GWB | WATER RESISTANT GYPSUM BRD. |

## NYS ENERGY CONSERVATION CODE COMPLIANCE:

| R-WALLS REQ'D | R-ATTIC REQ'D | R-FLOORS REQ'D. | R-SLAB REQ'D |
|---|---|---|---|
| 13 + 5 OR 20 | 49 | 30 | 10 |
| **R-WALLS PROV.** | **R-ATTIC PROV.** | **R-FLOORS PROV.** | **R-SLAB PROV.** |
| 21 | 49 | N/A | 10 |
| SEE FLOOR PLANS AND SECTIONS FOR MORE INFORMATION | | | |

## FENESTRATION REQUIREMENTS:

| TYPE | U FACTOR REQ'D | U FACTOR PROV. | SHGC REQ'D | SHGC PROV. |
|---|---|---|---|---|
| WINDOWS | .35 | .30 | .40 | .40 |
| GLASS DOORS | .35 | .30 | .40 | .40 |
| ALL WINDOWS AND DOORS TO HAVE INSULATING GLASS CONSISTING OF ARGON FILLED, LOW-E GLAZING. (TYPICAL FOR ALL GLASS). | | | | |

## DRAWING LIST

| DWG. # | DRAWING NAME |
|---|---|
| 1T1.0 | TITLE SHEET |
| 2SP1.0 | EXISTING & PROPOSED SITE PLANS |
| 3A1.0 | PROPOSED FLOOR PLANS |
| 4A2.0 | PROPOSED EXTERIOR ELEVATIONS |
| 5A2.1 | EXISTING EXTERIOR PHOTOS |

## SYMBOLS

EXISTING CONSTRUCTION TO REMAIN

EXISTING CONSTRUCTION TO BE DEMOLISHED

NEW CONSTRUCTION

SECTION # / DWG. # — SECTION

DETAIL # / DWG. # — DETAIL

ELEV # / DWG. # — EXTERIOR ELEVATION

ELEV # / DWG. # — INTERIOR ELEVATION

© COPYRIGHT 2017 WHALEN ARCHITECTURE, PLLC

WHALEN ARCHITECTURE pllc
1141 ROUTE 55, SUITE A, LAGRANGEVILLE, NY 12540
(845) 337-4331 WHALENARCHITECTURE.COM

REVISIONS / ISSUE DATES

| NO. | DESCRIPTION | BY | DATE |
|---|---|---|---|
| | ISSUED TO ZBA | SW/JD | 10/17/22 |

PROJECT NAME:
Addition & Renovations to the:
Sohan Residence
16 Mildred Avenue
Poughkeepsie, NY 12603

THESE DRAWINGS ARE INSUFFICIENT FOR CONSTRUCTION WITHOUT THE SEAL AND SIGNATURE OF THE ARCHITECT OF RECORD

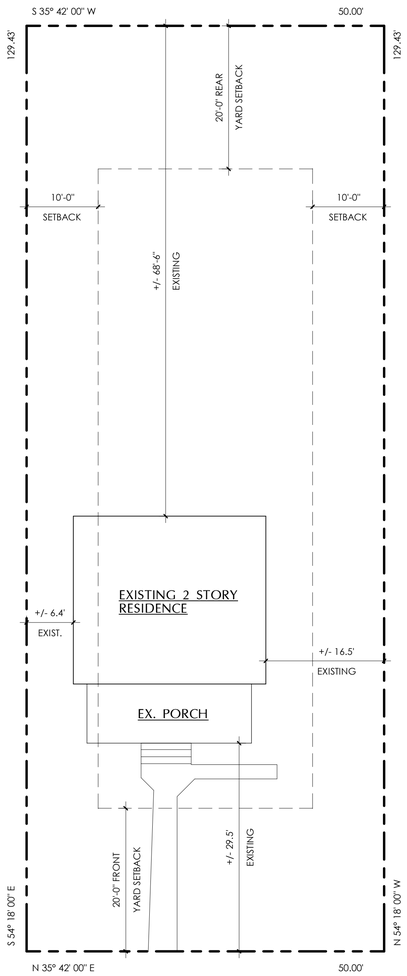
REGISTERED ARCHITECT STEPHEN A. WHALEN 030295 STATE OF NEW YORK

DRAWING TITLE: TITLE SHEET

| | |
|---|---|
| DRAWN BY: SW/TL/JD | SHEET: 1 OF 5 |
| DATE: 8/1/22 | SCALE: As indicated |

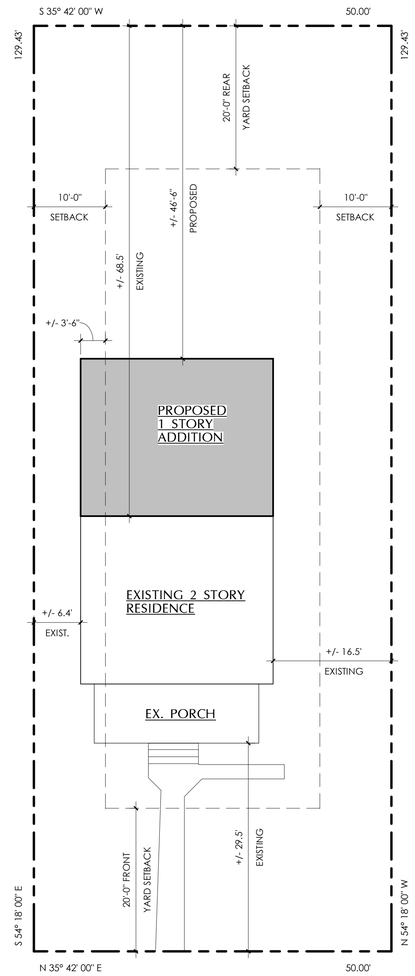
DRAWING NO: 1T1.0

PROJECT PHASE: SD



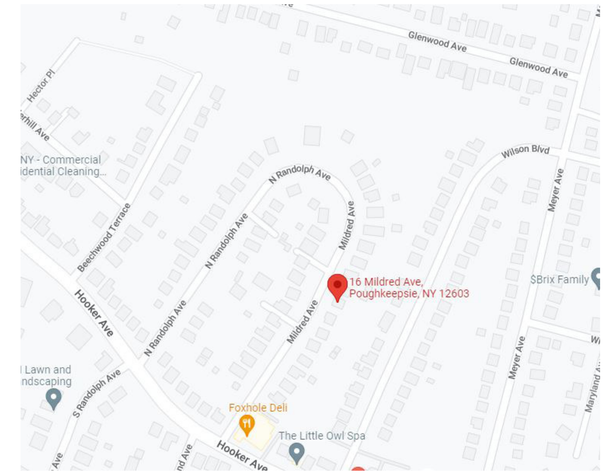

N

1 2SP1.0 EXISTING SITE PLAN
1" = 10'-0"

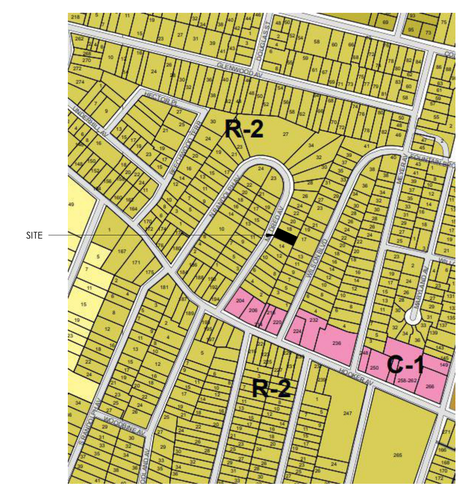



N

2 2SP1.0 PROPOSED SITE PLAN
1" = 10'-0"




3 2SP1.0 LOCATION MAP
NO SCALE




4 2SP1.0 PARTIAL LOCATION MAP
NO SCALE

## ZONING INFORMATION

TOWNSHIP: TOWN--, NY
SECTION, BLOCK, LOT: 6161-48-470546
ZONE: R-2

| | MIN. LOT AREA | WIDTH | FRONTAGE | FRONT YD. | REAR YD. | SIDE YD. | SIDE YD. | BLDG. HEIGHT (LESSER OF) | LOT COVERAGE |
|---|---|---|---|---|---|---|---|---|---|
| ORDINANCE REQUIREMENT: | 6,000 SF | 50 FT | 30 FT | 20 FT | 15% OF LOT DEPTH, BUT NOT LESS THAN 15FT | 10 FT | 10 FT | 2 1/2 STORIES OR 35 FT | 25 % |
| EXISTING: | 6,098.4 SF | 50 FT | 50 FT | 50.3 FT | +/- 68.5 FT | +/- 16.5 FT | +/- 6.4 FT | 2 STORIES +/- FT | 14.0875 % |
| PROPOSED: | NO CHANGE | NO CHANGE | NO CHANGE | 50.3 FT | +/- 46.5' FT | NO CHANGE | **+/- 6.4 FT*** | NO CHANGE | 23.9875 % |

***VARIANCE REQUESTED**

© COPYRIGHT 2017 WHALEN ARCHITECTURE, PLLC

WHALEN ARCHITECTURE pllc
1141 ROUTE 55, SUITE A, LAGRANGEVILLE, NY 12540
(845) 337-4331 WHALENARCHITECTURE.COM

REVISIONS / ISSUE DATES

| NO. | DESCRIPTION | BY | DATE |
|---|---|---|---|
| | ISSUED TO ZBA | SW/JD | 10/17/22 |

PROJECT NAME:
Addition & Renovations to the:
Sohan Residence
16 Mildred Avenue
Poughkeepsie, NY 12603

THESE DRAWINGS ARE INSUFFICIENT FOR CONSTRUCTION WITHOUT SEAL AND SIGNATURE OF THE ARCHITECT OF RECORD

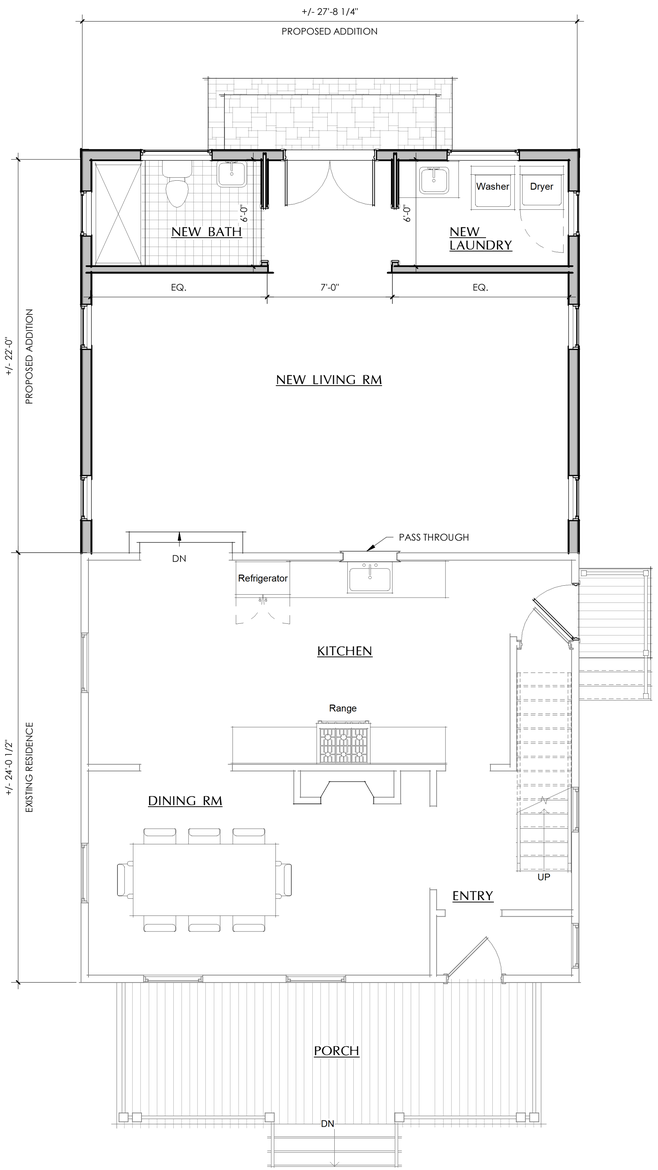
REGISTERED ARCHITECT STEPHEN A. WHALEN 026286 STATE OF NEW YORK

DRAWING TITLE:
EXISTING & PROPOSED SITE PLANS

DRAWN BY: SW/TL/JD
SHEET: 2 OF 5
DATE: 8/1/22
SCALE: As indicated

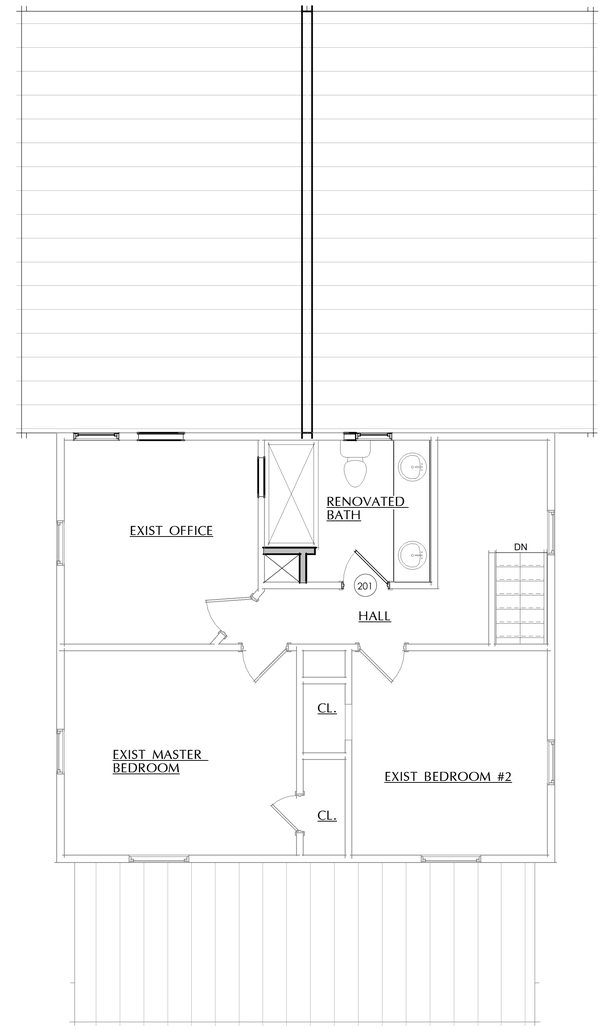
DRAWING NO:
2SP1.0

PROJECT PHASE:
SD




1 3A1.0 PROPOSED 1st FLOOR PLAN

1/4" = 1'-0"




2 3A1.0 PROPOSED 2nd FLOOR PLAN

1/4" = 1'-0"

© COPYRIGHT 2017 WHALEN ARCHITECTURE, PLLC

WHALEN ARCHITECTURE pllc
1141 ROUTE 55, SUITE A, LAGRANGEVILLE, NY 12540
(845) 337-4331 WHALENARCHITECTURE.COM

REVISIONS / ISSUE DATES

| NO. | DESCRIPTION | BY | DATE |
|---|---|---|---|
| | ISSUED TO ZBA | SW/JD | 10/17/22 |

PROJECT NAME:
Addition & Renovations to the:
Sohan Residence
16 Mildred Avenue
Poughkeepsie, NY 12603

THESE DRAWINGS ARE INSUFFICIENT FOR CONSTRUCTION UNTIL THEY HAVE THE SIGNATURE OF THE ARCHITECT OF RECORD

REGISTERED ARCHITECT STEPHEN A. WHALEN 030295 STATE OF NEW YORK

DRAWING TITLE:
PROPOSED FLOOR PLANS

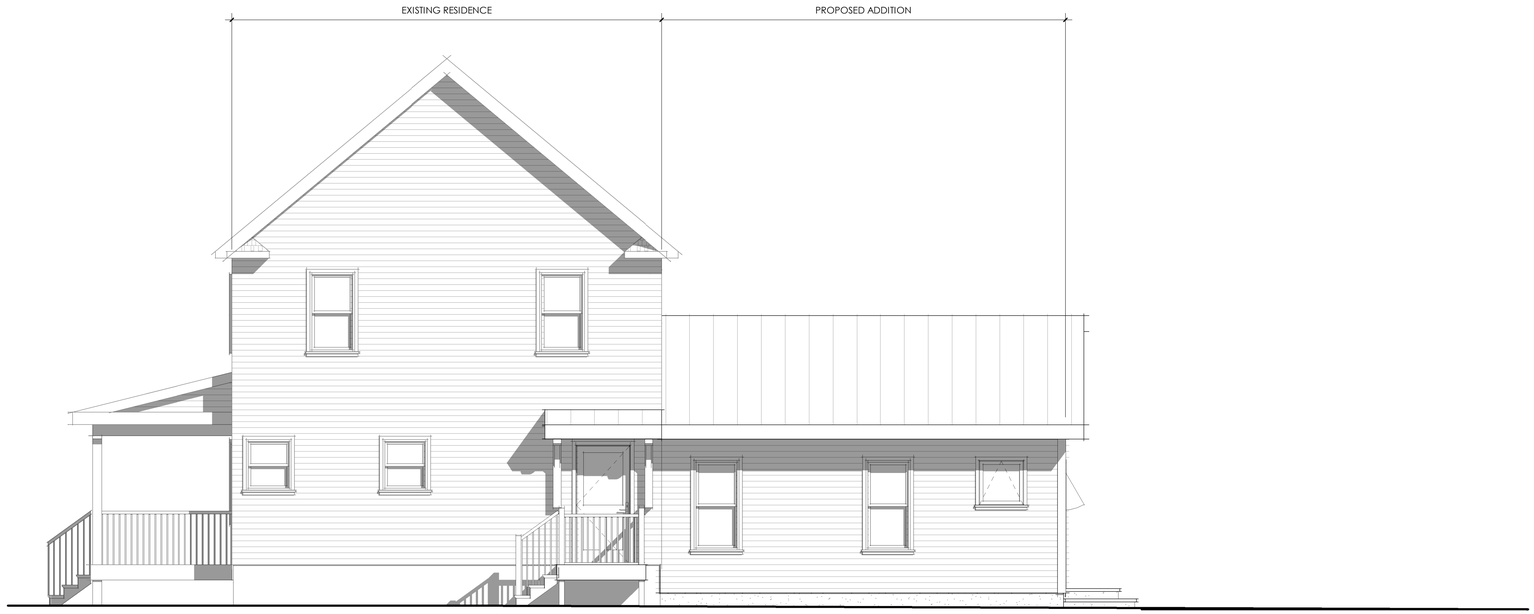
| | |
|---|---|
| DRAWN BY: SW/TL/LB | SHEET: 3 OF 5 |
| DATE: 8/1/22 | SCALE: 1/4" = 1'-0" |

DRAWING NO:
3A1.0

PROJECT PHASE:
SD

1 / 4A2.0 LEFT ELEVATION
1/4" = 1'-0"

2 / 4A2.0 REAR ELEVATION
1/4" = 1'-0"




3 / 4A2.0 RIGHT ELEVATION
1/4" = 1'-0"

© COPYRIGHT 2017 WHALEN ARCHITECTURE, PLLC

WHALEN ARCHITECTURE pllc
1141 ROUTE 55, SUITE A, LAGRANGEVILLE, NY 12540
(845) 337-4331 WHALENARCHITECTURE.COM

REVISIONS / ISSUE DATES

| NO. | DESCRIPTION | BY | DATE |
|---|---|---|---|
| | ISSUED TO ZBA | SW/JD | 10/17/22 |

PROJECT NAME:
Addition & Renovations to the:
Sohan Residence
16 Mildred Avenue
Poughkeepsie, NY 12603

THESE DRAWINGS ARE INSUFFICIENT FOR CONSTRUCTION UNLESS WITH THE SEAL AND SIGNATURE OF THE ARCHITECT OF RECORD

REGISTERED ARCHITECT STEPHEN A. WHALEN 030295 STATE OF NEW YORK

DRAWING TITLE:
EXTERIOR ELEVATIONS

| | |
|---|---|
| DRAWN BY: SW/TL/LB | SHEET: 4 OF 5 |
| DATE: 8/1/22 | SCALE: 1/4" = 1'-0" |

DRAWING NO:
4A2.0

PROJECT PHASE:
SD

1 5A2.1 EXISTING FRONT
NO SCALE

2 5A2.1 EXISTING LEFT SIDE
NO SCALE

3 5A2.1 EXISTING REAR
NO SCALE

4 5A2.1 EXISTING RIGHT SIDE
NO SCALE

© COPYRIGHT 2017 WHALEN ARCHITECTURE, PLLC

WHALEN ARCHITECTURE pllc
1141 ROUTE 55, SUITE A, LAGRANGEVILLE, NY 12540
(845) 337-4331 WHALENARCHITECTURE.COM

REVISIONS / ISSUE DATES

| NO. | DESCRIPTION | BY | DATE |
|---|---|---|---|
| | ISSUED TO ZBA | SW/JD | 10/17/22 |

PROJECT NAME:
Addition & Renovations to the:
Sohan Residence
16 Mildred Avenue
Poughkeepsie, NY 12603

THESE DRAWINGS ARE INSUFFICIENT FOR CONSTRUCTION UNTIL THE SEAL AND SIGNATURE OF THE ARCHITECT OF RECORD

REGISTERED ARCHITECT STEPHEN A. WHALEN 030258 STATE OF NEW YORK

DRAWING TITLE:
EXISTING EXTERIOR PHOTOS

| DRAWN BY: | SHEET: |
|---|---|
| SW/JD | 5 OF 5 |
| DATE: 8/1/22 | SCALE: NONE |

DRAWING NO:
5A2.1

PROJECT PHASE:
SD

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

**Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1.** 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

**Part 1 – Project and Sponsor Information**

Name of Action or Project:
Addition to the Sohan Residence

Project Location (describe, and attach a location map):
16 Mildred Avenue, Poughkeepsie, NY 12603

Brief Description of Proposed Action:
Proposed new 1 story, 600 square foot addition on the back of the existing residence.

| Name of Applicant or Sponsor: | Telephone: 845-797-4379 |
|---|---|
| Brian Sohan | E-Mail: sohanb@optonline.net |

Address:
16 Mildred Avenue

| City/PO: | State: | Zip Code: |
|---|---|---|
| Poughkeepsie | NY | 12603 |

| | NO | YES |
|---|---|---|
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | ☑ | ☐ |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Zoning Board of Appeals, Building Department | ☐ | ☑ |

3. a. Total acreage of the site of the proposed action? 0.14 acres
   b. Total acreage to be physically disturbed? 0.02 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.14 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

| | NO | YES | N/A |
|---|---|---|---|
| 5. Is the proposed action, | | | |
| a. A permitted use under the zoning regulations? | ☐ | ☑ | ☐ |
| b. Consistent with the adopted comprehensive plan? | ☐ | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | ☐ | ☑ |

| | NO | YES |
|---|---|---|
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | ☑ | ☐ |
| b. Are public transportation services available at or near the site of the proposed action? | ☐ | ☑ |
| c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? | ☐ | ☑ |

| | NO | YES |
|---|---|---|
| 9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: The proposed addition will meet the requirements of the current NY State Energy Code. | ☐ | ☑ |

| | NO | YES |
|---|---|---|
| 10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ | ☐ | ☑ |

| | NO | YES |
|---|---|---|
| 11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ | ☐ | ☑ |

| | NO | YES |
|---|---|---|
| 12. a. 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? | ☑ | ☐ |
| b. 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? | ☑ | ☐ |

| | NO | YES |
|---|---|---|
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | ☑ | ☐ |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? | ☑ | ☐ |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ | | |

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

| | NO | YES |
|---|---|---|
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?<br>Indiana Bat | ☐ | ☑ |
| 16. Is the project site located in the 100-year flood plan? | ☑ | ☐ |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources?<br>If Yes, | ☐ | ☑ |
| a. Will storm water discharges flow to adjacent properties? | ☑ | ☐ |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? | ☐ | ☑ |
| If Yes, briefly describe:<br>Storm water to discharge to splash blocks and planting beds. | | |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?<br>If Yes, explain the purpose and size of the impoundment: | ☑ | ☐ |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?<br>If Yes, describe: | ☑ | ☐ |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?<br>If Yes, describe: | ☑ | ☐ |

**I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/~~sponsor~~ AGENT/name: C/O WHALEN ARCHITECTURE, PLLC STEPHEN X. WHALEN, R.A. Date: 10/18/22

Signature: [signature] Title: PRINCIPAL

PRINT FORM

**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

| | |
|---|---|
| Part 1 / Question 7 [Critical Environmental Area] | No |
| Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] | No |
| Part 1 / Question 12b [Archeological Sites] | No |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | No |
| Part 1 / Question 15 [Threatened or Endangered Animal] | Yes |
| Part 1 / Question 15 [Threatened or Endangered Animal - Name] | Indiana Bat |
| Part 1 / Question 16 [100 Year Flood Plain] | No |
| Part 1 / Question 20 [Remediation Site] | No |

| Agency Use Only [If applicable] | |
|---|---|
| Project: | |
| Date: | |

# *Short Environmental Assessment Form*
# *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | No, or small impact may occur | Moderate to large impact may occur |
|---|---|---|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | ☑ | ☐ |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | ☑ | ☐ |
| 3. Will the proposed action impair the character or quality of the existing community? | ☑ | ☐ |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | ☑ | ☐ |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | ☑ | ☐ |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | ☑ | ☐ |
| 7. Will the proposed action impact existing: a. public / private water supplies? | ☑ | ☐ |
| b. public / private wastewater treatment utilities? | ☑ | ☐ |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | ☑ | ☐ |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | ☑ | ☐ |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | ☑ | ☐ |
| 11. Will the proposed action create a hazard to environmental resources or human health? | ☑ | ☐ |

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

# *Short Environmental Assessment Form*
# *Part 3 Determination of Significance*

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

| | |
|---|---|
| | 10/18/22 |
| Name of Lead Agency | Date |
| | STEPHEN A. WHALEN, R.A. - PRINCIPAL |
| Print or Type Name of Responsible Officer in Lead Agency | Title of Responsible Officer |
| | |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (if different from Responsible Officer) |

PRINT FORM