City of Poughkeepsie
Zoning Board of Appeals
Meeting Agenda

Common Council Chambers
Thursday, December 22, 2022
6:00 PM

I. CALL TO ORDER

II. APPROVAL OF MEETING MINUTES

1. Approval of November 8, 2022 Minutes

III. SITE PLANS/SPECIAL PERMITS/SUBDIVISIONS

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

IV. 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

2. **67 Worrall avenue: Use & area Variance**
   PUBLIC HEARING WAS ADJOURNED UNTIL DECEMBER 13, 2022
   REVIEW POSTPONED TO JANUARY APPLICANT'S REQUEST

V. NEW BOARD BUSINESS

1. Approval of 2023 Meeting Schedule

City of Poughkeepsie
Zoning Board of Appeals
DRAFT Minutes

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

PRESENT	**EXCUSED**
Thomas Klug	Brian Ineson
Steve Reifler	
Scott Parker, Chair	
Jessica Vinall	
John Gildard	

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

I. CALL TO ORDER 6:01 PM

II. APPROVAL OF MEETING MINUTES

1. Approval of October 11, 2022 Meeting Minutes

Motion: Thomas Klug
Second: Steve Reifler
Carried: 4:0:1

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

Open the Public Hearing

Motion: John Gildard
Second: Thomas Klug
Carried: 5:0:0

No Speakers

Adjourn the Public Hearing to December 13, 2022
Motion: Scott Parker
Second: Jessica Vinall
Carried: 5:0:0

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

Open the Public Hearing for both Use and Area variance
Motion: Steve Reifler
Second: Jessica Vinall
Carried: 5:0:0

No Speakers

Adjourn the Public Hearing to December 13, 2022
Motion: Scott Parker
Second: Jessica Vinall
Carried: 5:0:0

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

Speaking: Alec Gladd, Cuddy & Feder
Present in audience: Ken Spillberg, Omni, Rob Turner, Tinkelman Architecture, Mary Ling, Hudson River Housing, Ken Casamento and Henry Thomas, LRC Group

Mr. Gladd reviewed the changes to the plans, commented that a Negative Declaration was given by the Planning Board back in August and went through the grounds balancing test. He pointed out that the property is in the R—6, Urban Density, Zoning District, the highest residential density zoning district and is surrounded on three sides by properties in this district.

The applicant feels the request to subdivide the lot does not have an impact on the community or neighborhood, because this variance is wholly internal to the site. The only site affected is the site they are dividing.

The open space is mostly internal and used by both properties. The applicant counts the space in front of Admiral Halsey I as open space since it has been used for decades. The applicant feels that they are providing a new, better groomed and private internal space for the residents.

An updated expert parking report from Colliers Engineering and Design dated September 2nd was provided in the materials justifying the parking proposed. The study confirmed that it would be financially infeasible for Admiral Halsey I to be converted to a market rate property in the future. The same parking demand will stay in place because it will always have to be an income restricted senior housing or disabled building.

The request for a variance on the set back along North Perry for porte cochere, a limited architectural feature, is required because of the mobility of the residents. It is a two car wide covered space for residents to get in and out of vehicles. The bulk of the building applies to the regulations. There is no alternative to seeking this variance because if the bulk of the building is pushed back, it encroaches on the open space that's being provided in the courtyard.

Ken Spillberg from Omni commented regarding the sale of the properties individually in the future. Technically they can be sold separately. Easements will be established between the lots so that the both tenants from both buildings and parking for both buildings can be used across the lot. Discussion continued regarding this possibility and the regulatory agreements with the state.

The parking was discussed. Individually, the lots do not meet the requirement for provided parking spaces but when combined the 65 total required paces is met with 68 being provided. Currently residents who are registered with the property manager and pay the monthly fee are allowed to park in the lot. The applicant is considering better ways to regulate the parking going forward so that only registered residents are using the parking lot.

There was a motion to Open the Public Hearing
Motion: Steve Reifler
Second: John Gildard

Carried: 5:0:0

Naomi Brooks of South Grand Avenue- Thanked board and applicant for diligence and attention to details on the project and for listening to public comment.

There was a motion to Close the Public Hearing
Motion: Scott Parker
Second: Jessica Vinall
Carried: 5:0:0

There were no further comments from the board. The staff was requested to draft the resolution of approval for the next meeting.

Adjourn Review to December 13, 2022
Motion: Scott Parker
Second: John Gildard
Carried: 5:0:0

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

Presenting: Brian & Allison Sohan, Owner
Steven Whalen, Whalen Architecture

Mr. Whalen described the project stressing the objective is not increase the nonconformity. The existing house is already three foot six over the required setback line. They are proposing to just to come out flush with the house on both the north and the south sides. Storm water will be captured in gutters and downspouts going to the rear of the property. The concerns expressed by the neighbor to the north regarding reduction of sunlight were addressed. The requested installation of a fence would block more sunlight than the addition.

The addition could be changed to meet the setback requirement and no need for a variance would be needed. Doing so would cause structural challenges with regard to support beams, the second floor window and the roofline.

There was a motion to Open the Public Hearing
Motion: Scott Parker
Second: Jessica Vinall
Carried: 5:0:0

Speaking - Garrett Oakley, 18 Mildred Ave. Concerned with
- The back patio view being hampered
- The limitation on the amount of sun the garden would receive
- The loss of view from the home offices
- The storm water - that was addressed sufficiently for him
- His home value, which would decrease according to his sources

With these concerns in mind, he understands why the homeowner wants the extension to be constructed in this manner and he would be amenable to having a solid fence installed to gain privacy. Suggested installing a fence similar to the one in the back and does have a contractor to recommend.

There was a motion to Close the Public Hearing
Motion: Scott Parker
Second: Steve Reifler
Carried: 5:0:0

Brian Sohan, is ok putting up a fence of his choice. Allison Sohan of 16 Mildred also came up to speak regarding the fence. She agrees that it is ok as long as they can choose the fence, confirmation that storm water would be directed to the back of the property.
The two criteria that the board looked at more in depth are if the variance will cause a negative impact on the surrounding neighborhood and the environment, and can it be achieved by a means without requesting a variance. Ms. Quinn clarified to the board that they are considering if the change that is being made by the addition is causing a negative effect, not the effect that the existing building non-conforming building may already be causing.

The board determine that the addiction could not be achieved within zoning code because moving the building or the addition three feet to one direction causes structural difficulties.

The board also determined that there would be no significant change to the neighborhood as most neighbors would not see this change, the variance requested is not significant.

After some discussion on storm water management, it was determined that there would be no adverse impact on the physical and environmental conditions with a condition being added to the approval regarding gutter location and the installation of an eight foot fence.

After complete review of the application, the board concluded that the variances should be granted. Ms. Quinn read the resolution:

In the matter of the appeal of Brian & Allison Sohan, regarding the property at 16 Mildred Street, Poughkeepsie, New York:

At a Regular Meeting of the Zoning Board of Appeals held on the 8^{h} day of November, 2022, with regard to our File #2022-023;

WHEREAS, the Zoning Board of Appeals has received an application from Brian & Allison Sohan for the proposed construction of a 600 square foot addition on the back of an existing residence; and.

WHEREAS, a variance of 3.6 feet is requested in regards to Section 19-3.14(4)(d)2 of the code in order to permit a 6.4 foot side yard where a minimum side yard of 10 feet is required; and,

WHEREAS, the action is more fully detailed on a site plan and elevations prepared by Stephen Whalen, Whalen Architecture, dated 8/1/2022 and supplemental documentation; and,

WHEREAS, this application has been classified as a Type 2 Action for the purposes of SEQRA, requiring no further environmental review; and,

WHEREAS, a public hearing was held on November 8, 2022; and,

WHEREAS, the application has been considered against the five criteria of an area variance and no undesirable change has been identified that's not remediated, the variances have been deemed not substantial, there is no alternative method feasible, and the

proposed variances will not have an adverse effect or impact on the physical environment,

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Poughkeepsie Zoning Board of Appeals hereby grants the variance for File #2022-023 as outlined above, with the following conditions:

1. Gutters will be directed away from the neighboring properties to prohibit increase storm water runoff from the addition
2. Installation of the a solid eight foot fence will be installed and that these additions have been agreed to by the property owner

Motion: Steve Reifler
Second: John Gildard
Carried: 5:0:0

There was a motion to close the meeting to December 13, 2022 at 7:42 PM
Motion: John Gildard
Second: Steve Rifler
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.

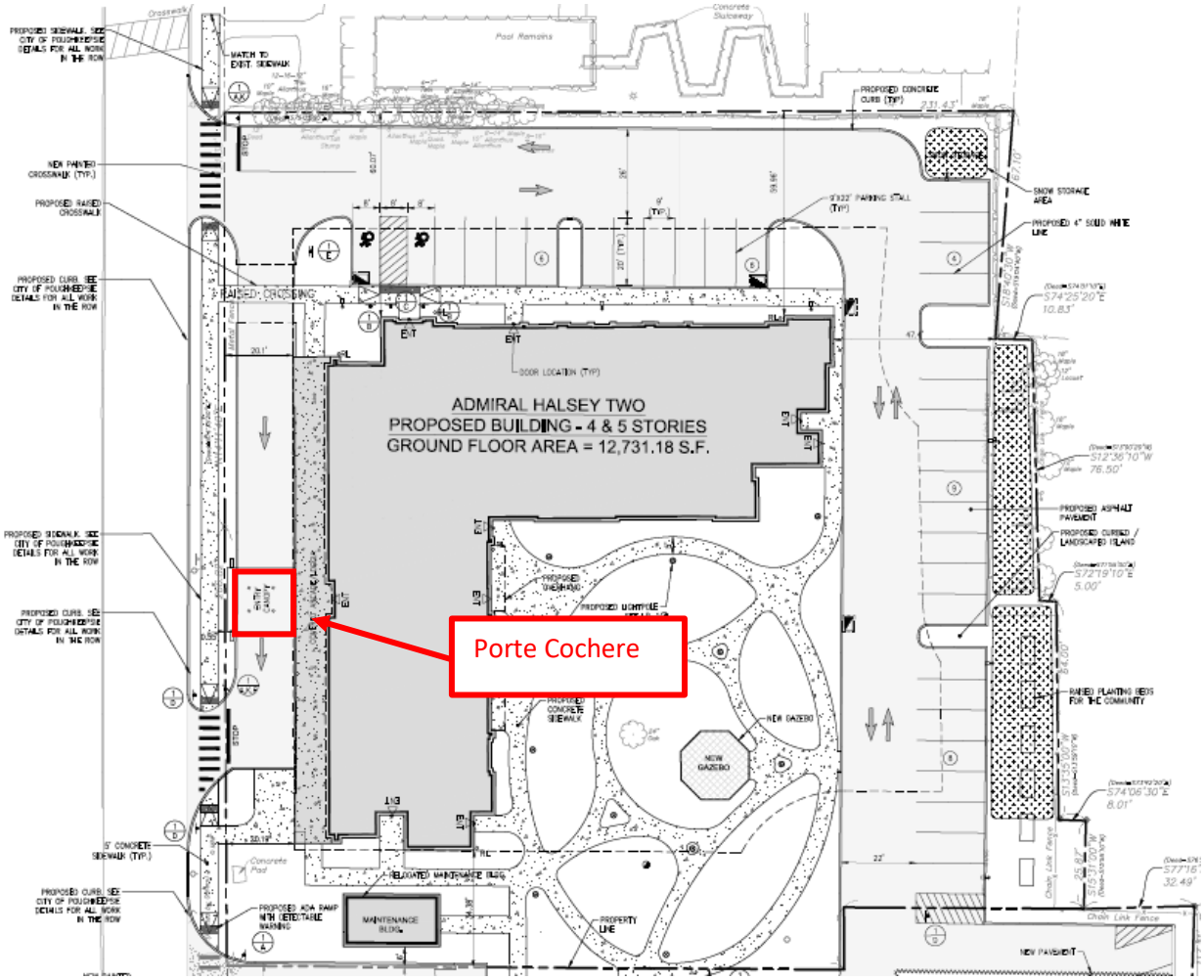
2) Whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance;

   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.

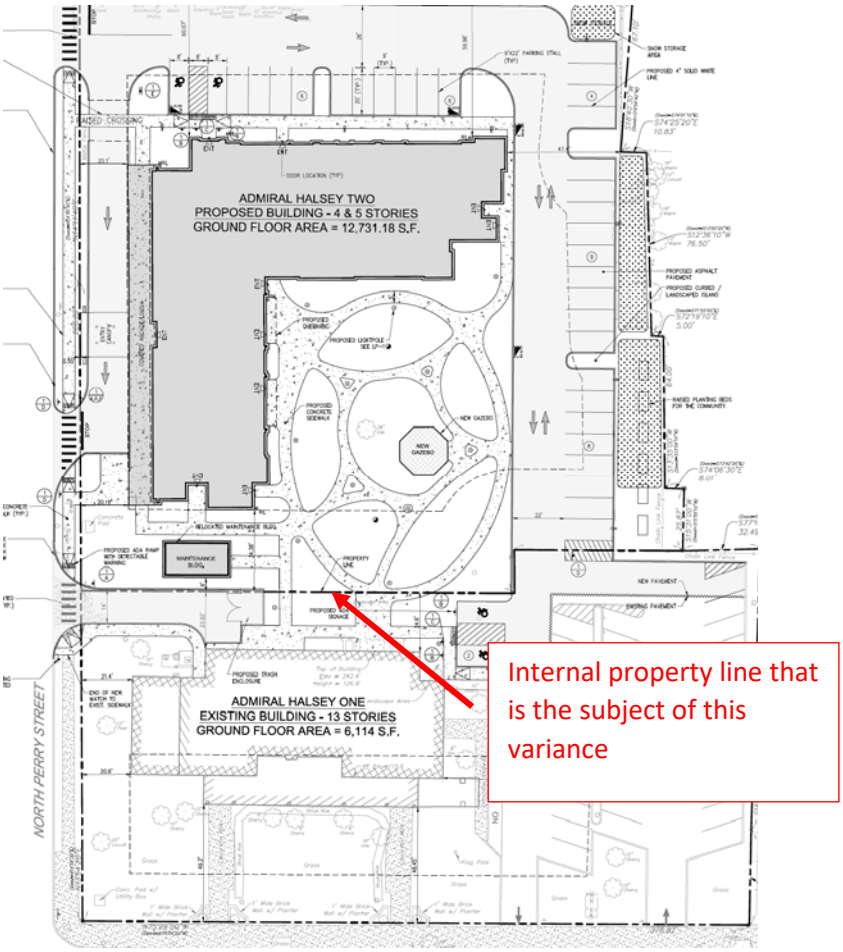
(3) Overall Balancing Test: Taking into consideration the benefit to the applicant of the variance as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant, should the variance be granted?

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;

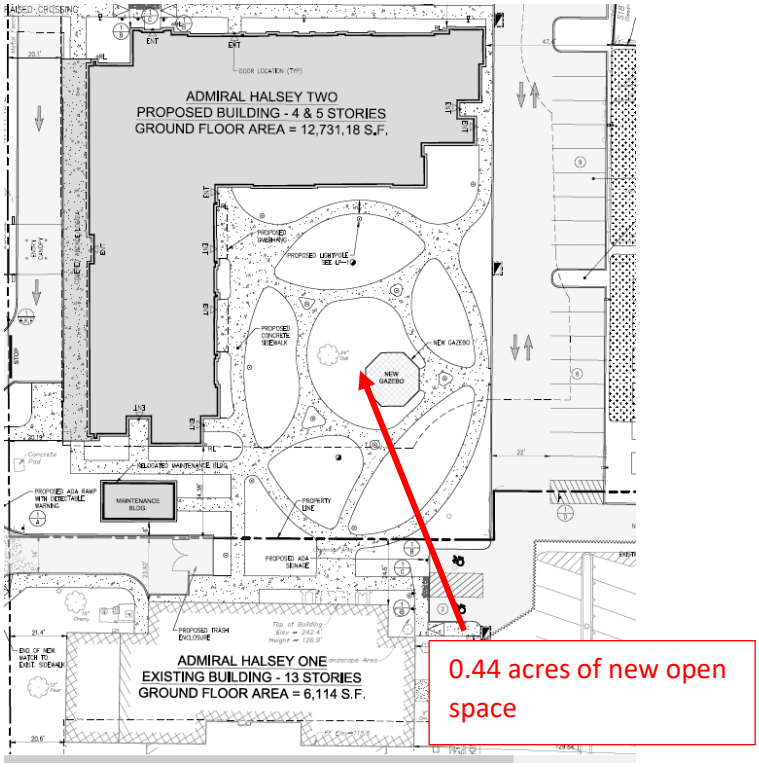
Brief summary of facts and circumstances of this variance:

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:

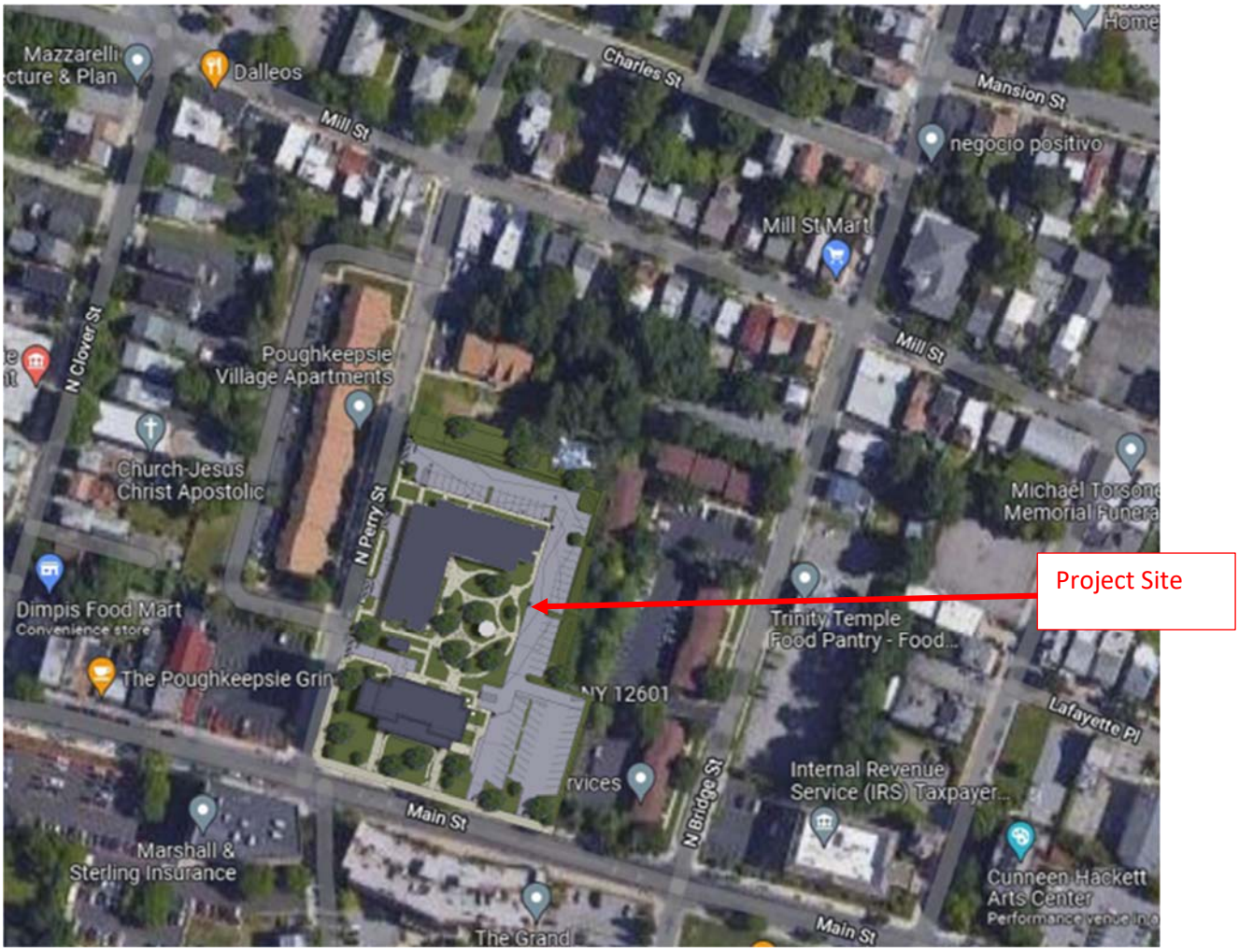
Resident using the bench/open space in front (from Google)

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

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

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Jennifer L. Van Tuyl, Esq.
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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

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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

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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

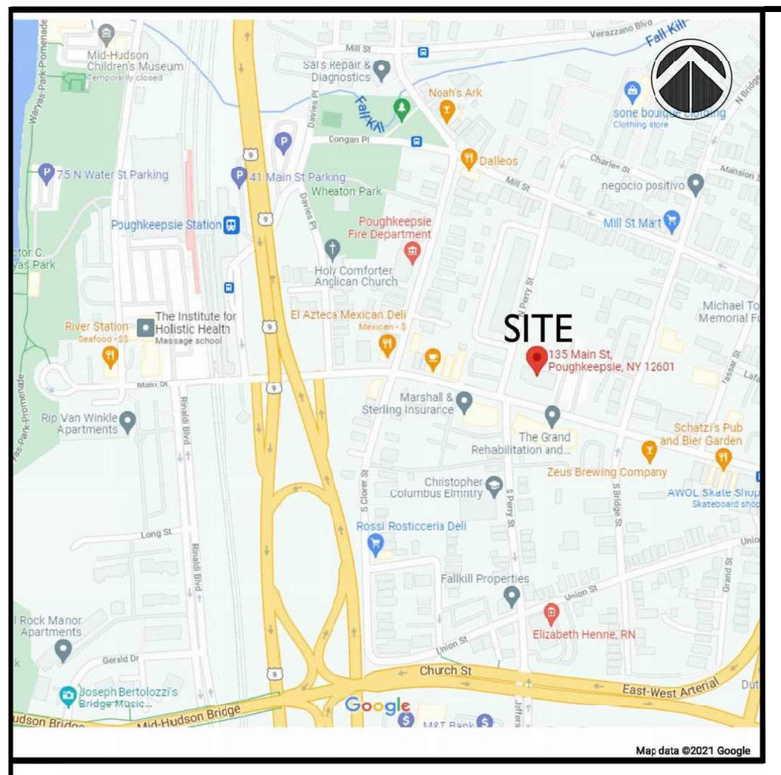
FOR

ADMIRAL HALSEY 11

135 MAIN STREET

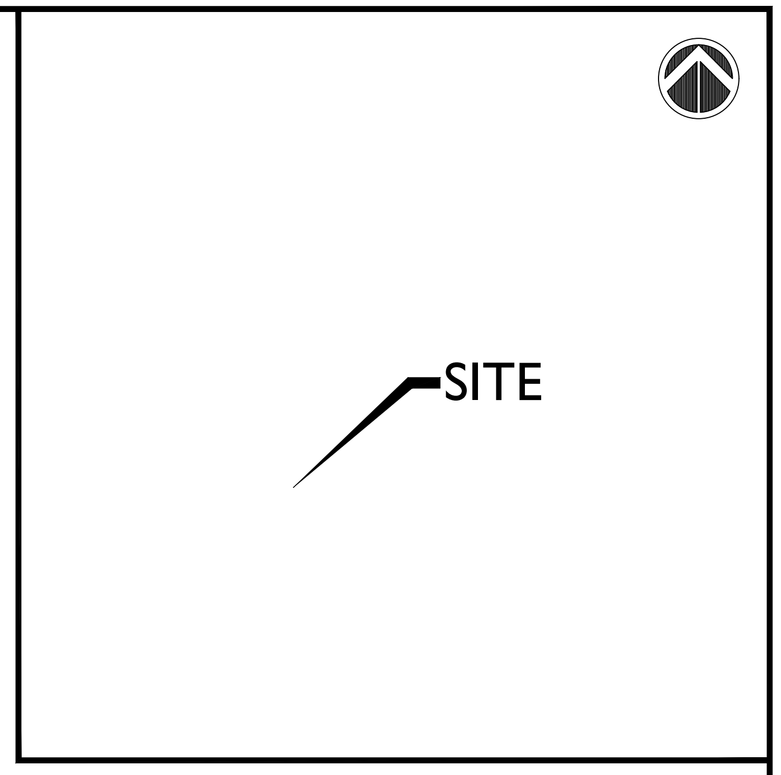
CITY POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

TAX MAP #6062-76-911183



LOCATION MAP

SCALE: 1"=1,000'

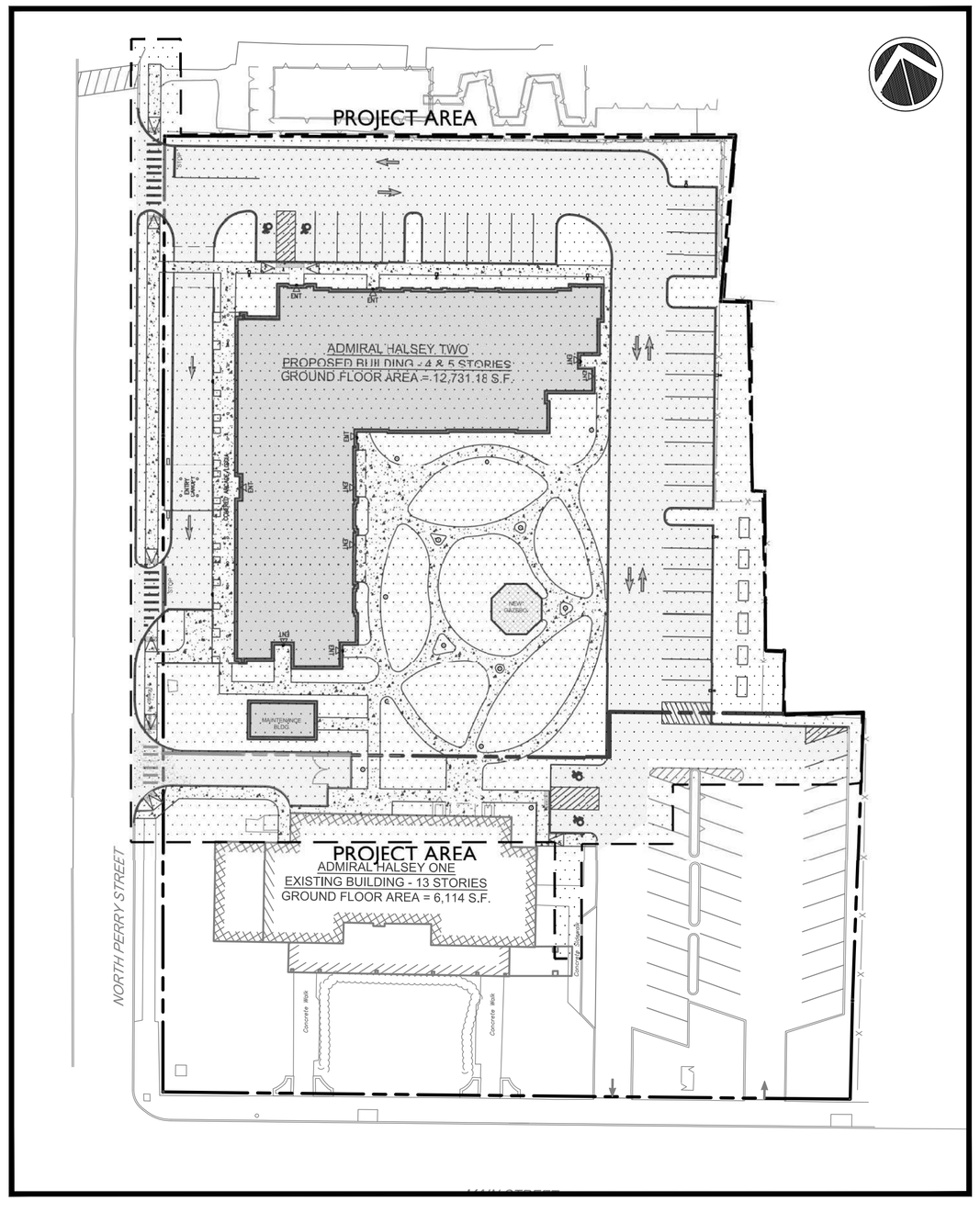


VICINITY MAP

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

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- 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 · LICENSED PROFESSIONAL ENGINEER · 074194

Rodney Morrison P.E. #074194

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(646) 502-7200

Omni New York LLC

Omni America LLC

INDEX OF DRAWINGS

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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

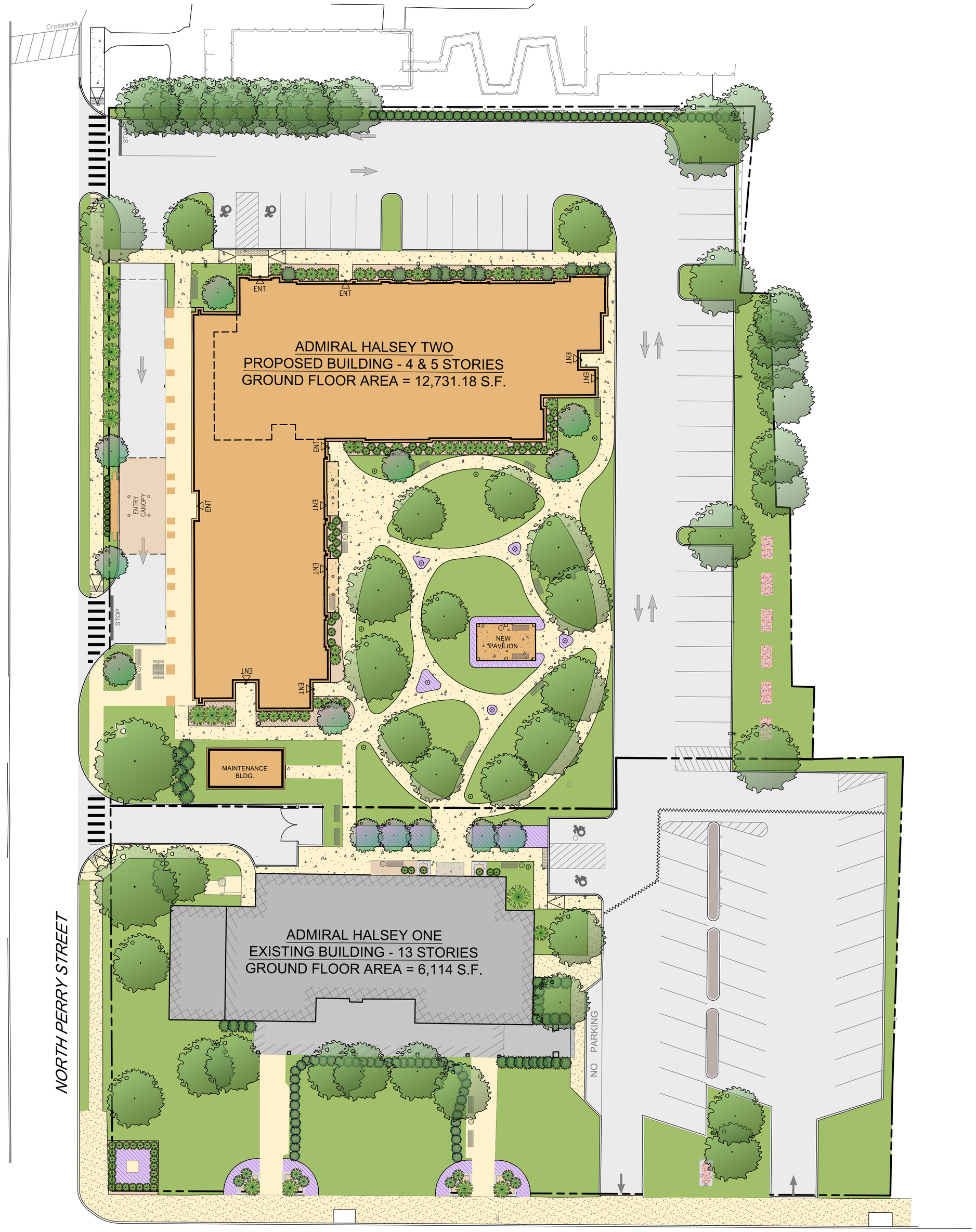
POLICE CHIEF

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

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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'		

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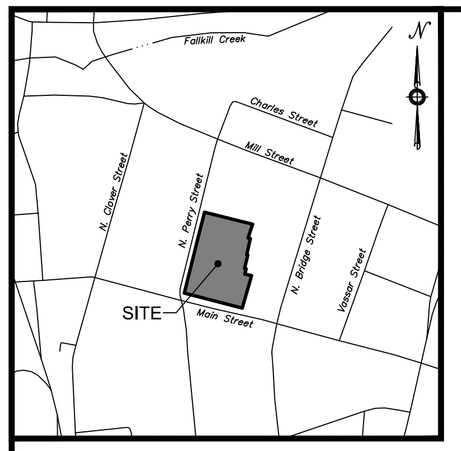
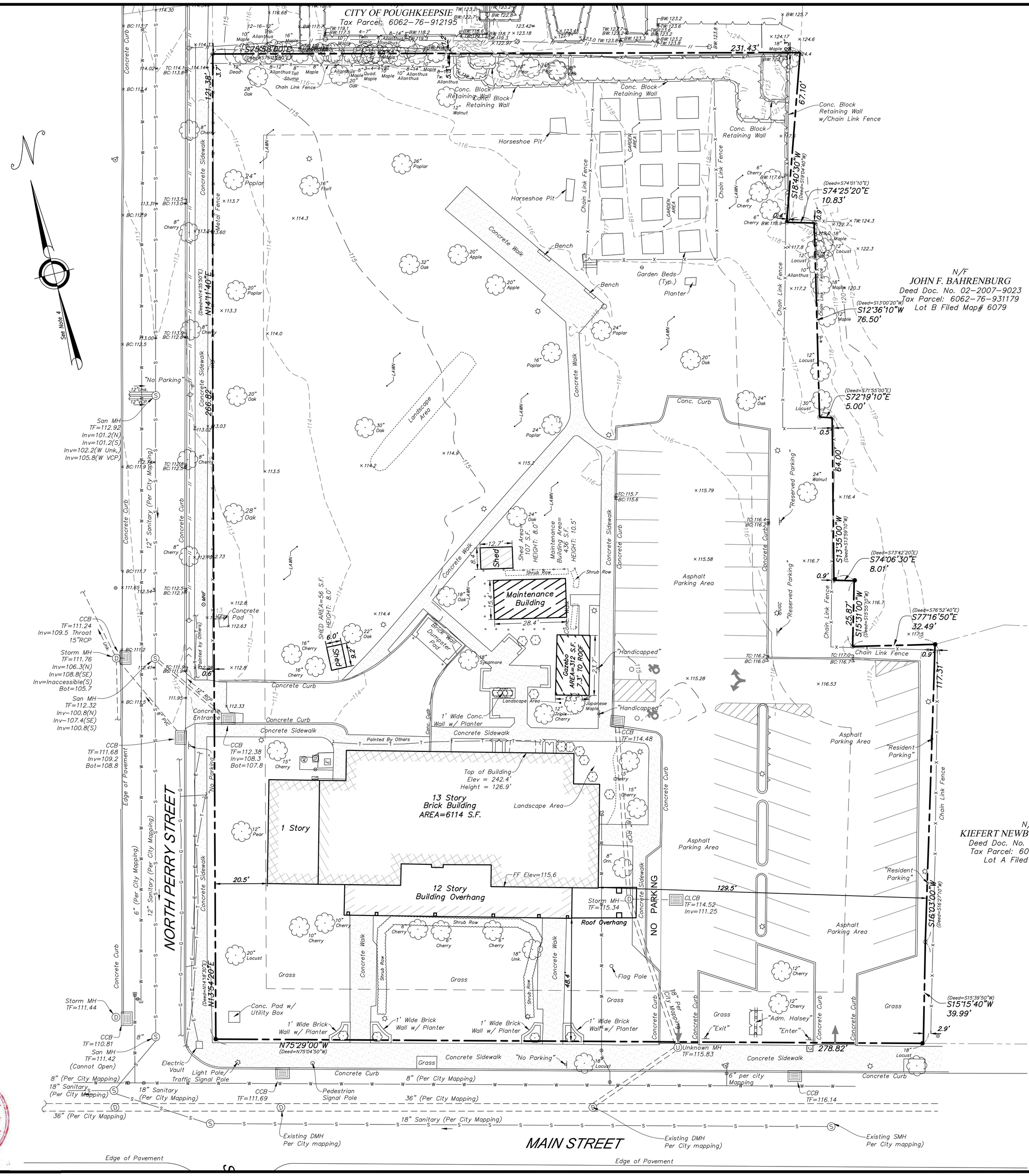


Vicinity Map
Scale: 1"=500'



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.	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

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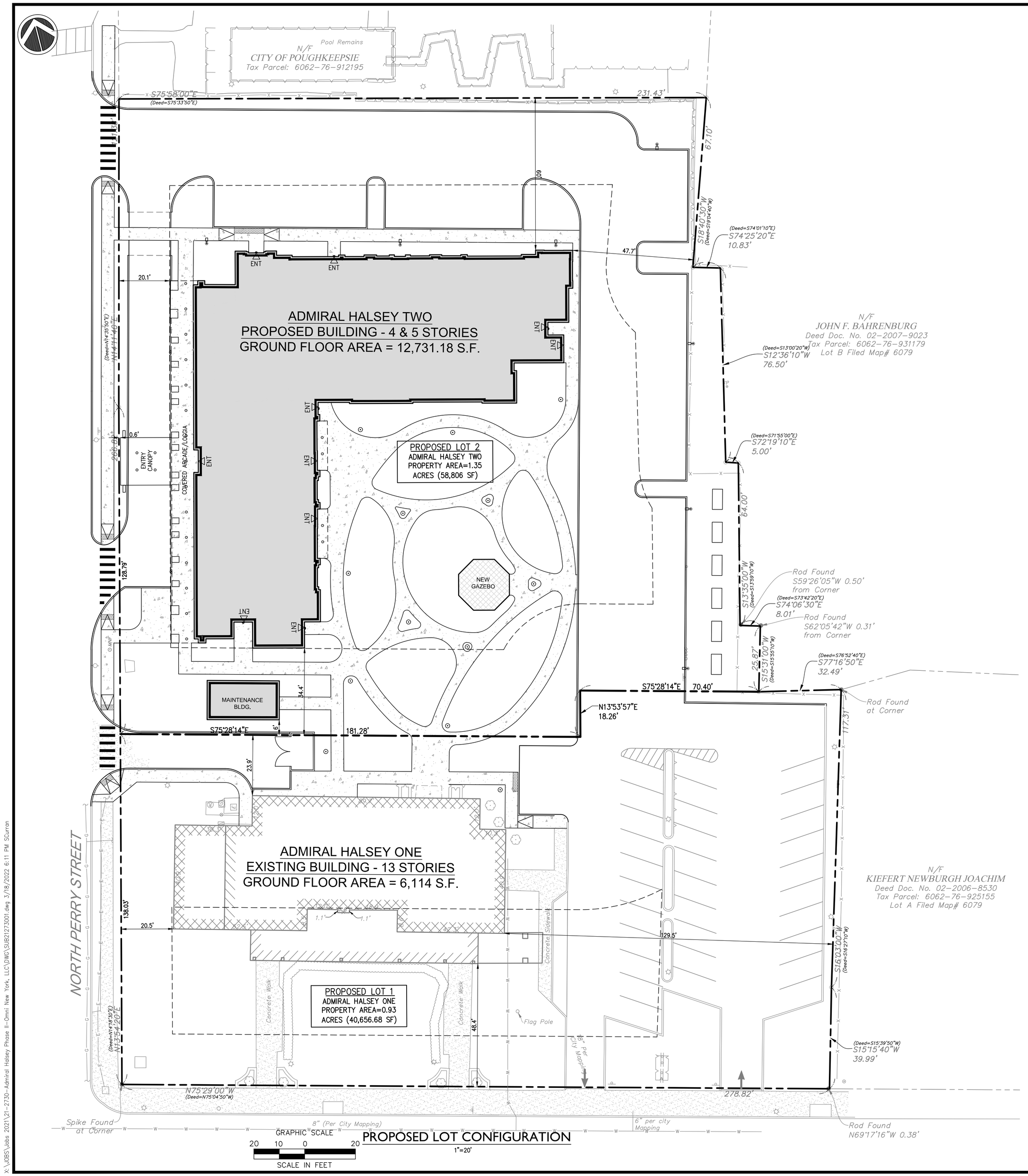
MAP OF EXISTING CONDITIONS

ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

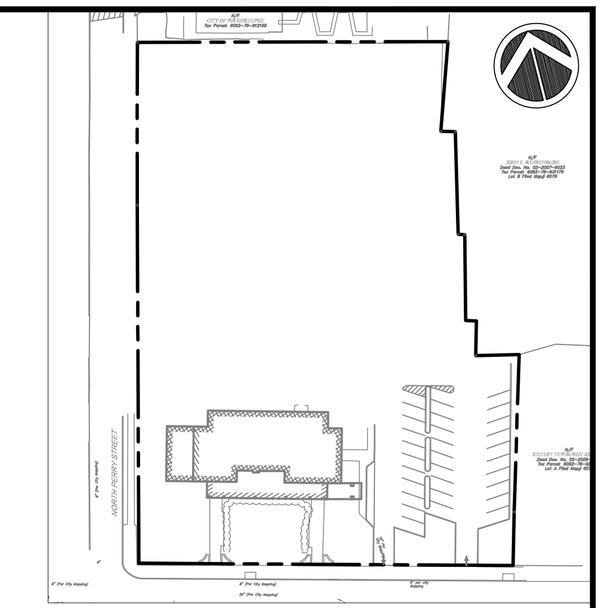
Design/Calcs	BS	CAD File	EX21273001.dwg
Drawn	FBMC	Project No.	20-2370
Checked	JRWC	Date	2021/3/1/2022
Approved	JRWM	Scale	1"=20'

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

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SUBDIVISION PLAT

ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

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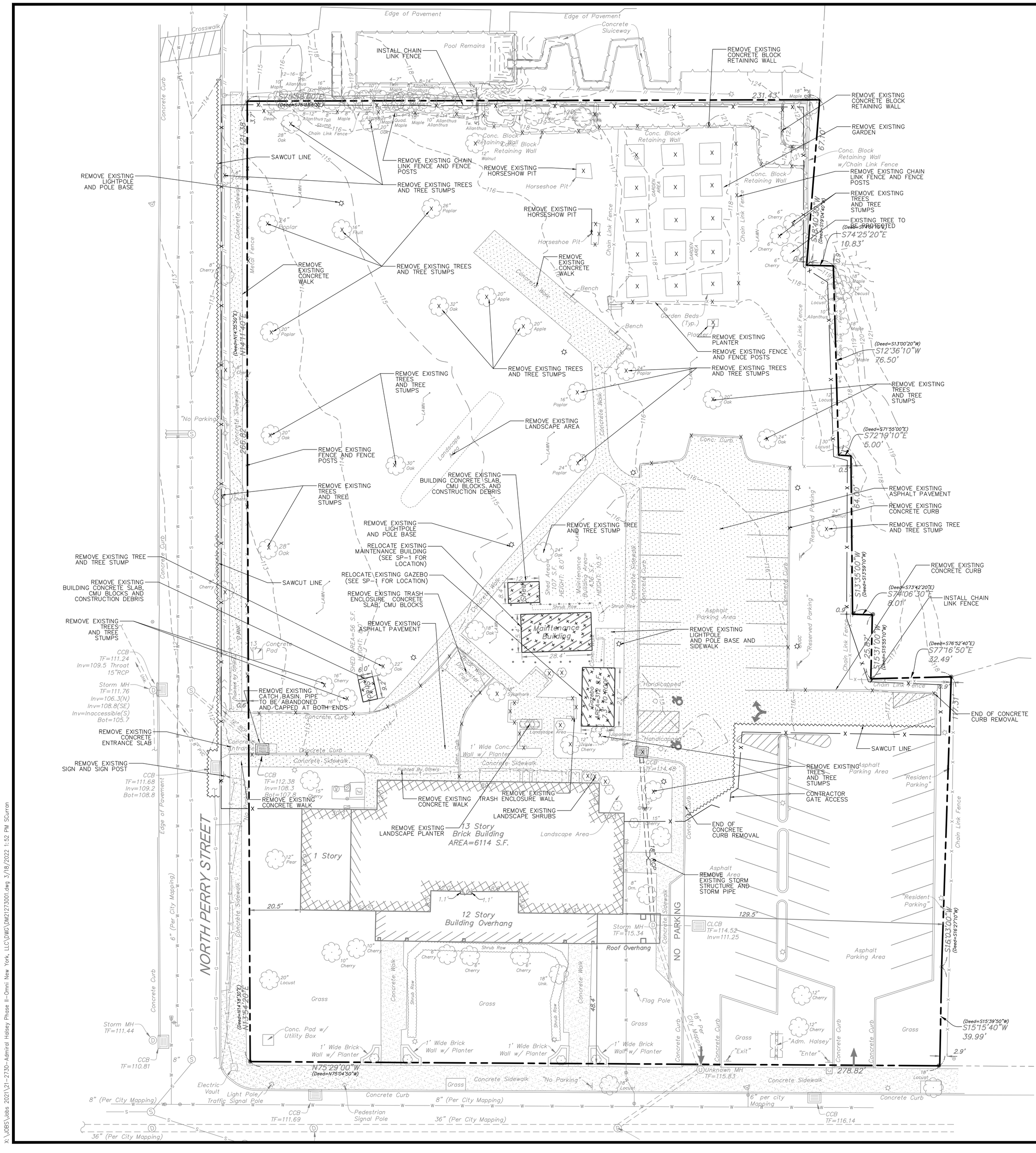

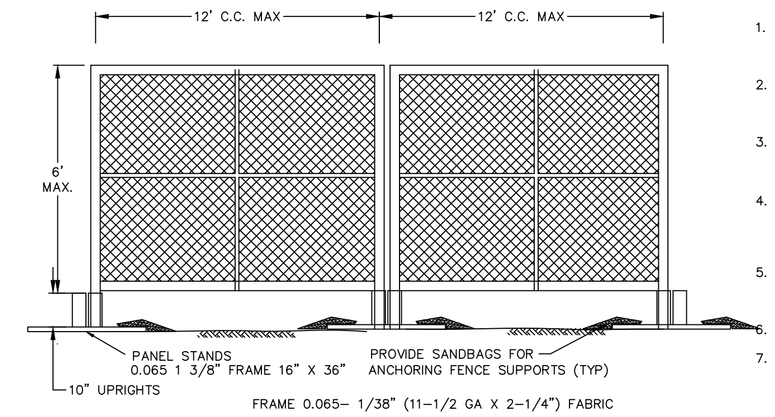

TEMPORARY CHAIN LINK FENCE

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 MORRISON · LICENSED PROFESSIONAL ENGINEER · 074194

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

Revisions

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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		
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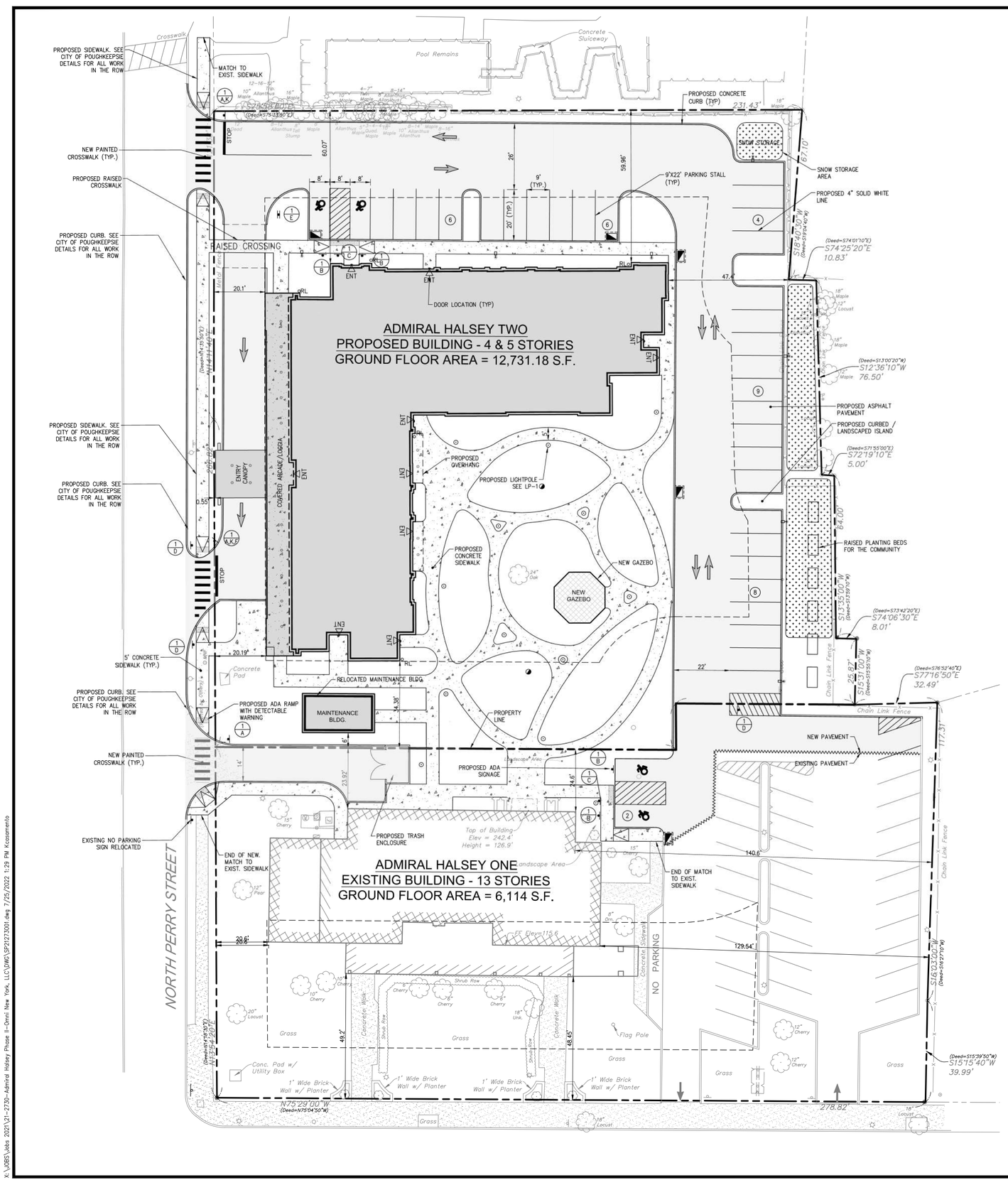

ZONING SUMMARY TABLE
ADMIRAL HALSEY ONE (PROPOSED LOT 1)

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% TOTAL 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

#	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

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

SITE PLAN

ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

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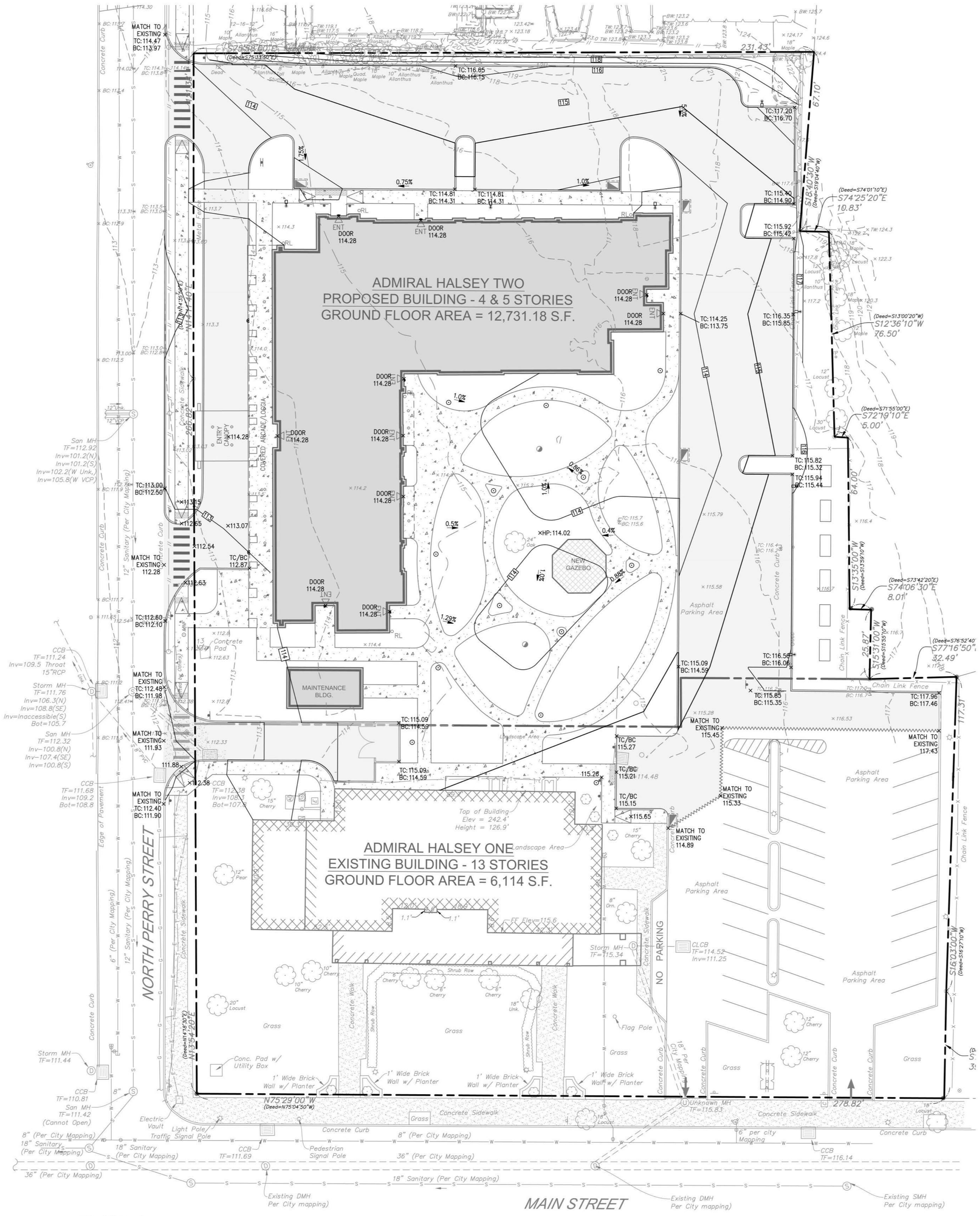

COMPACTION AND BACKFILL NOTES

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

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

Revisions

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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.	SG-1
Drawn	SMC	Project No.	20-2370		
Checked	KFC	Date	2021-06-22		
Approved	REM	Scale	1"=20'		

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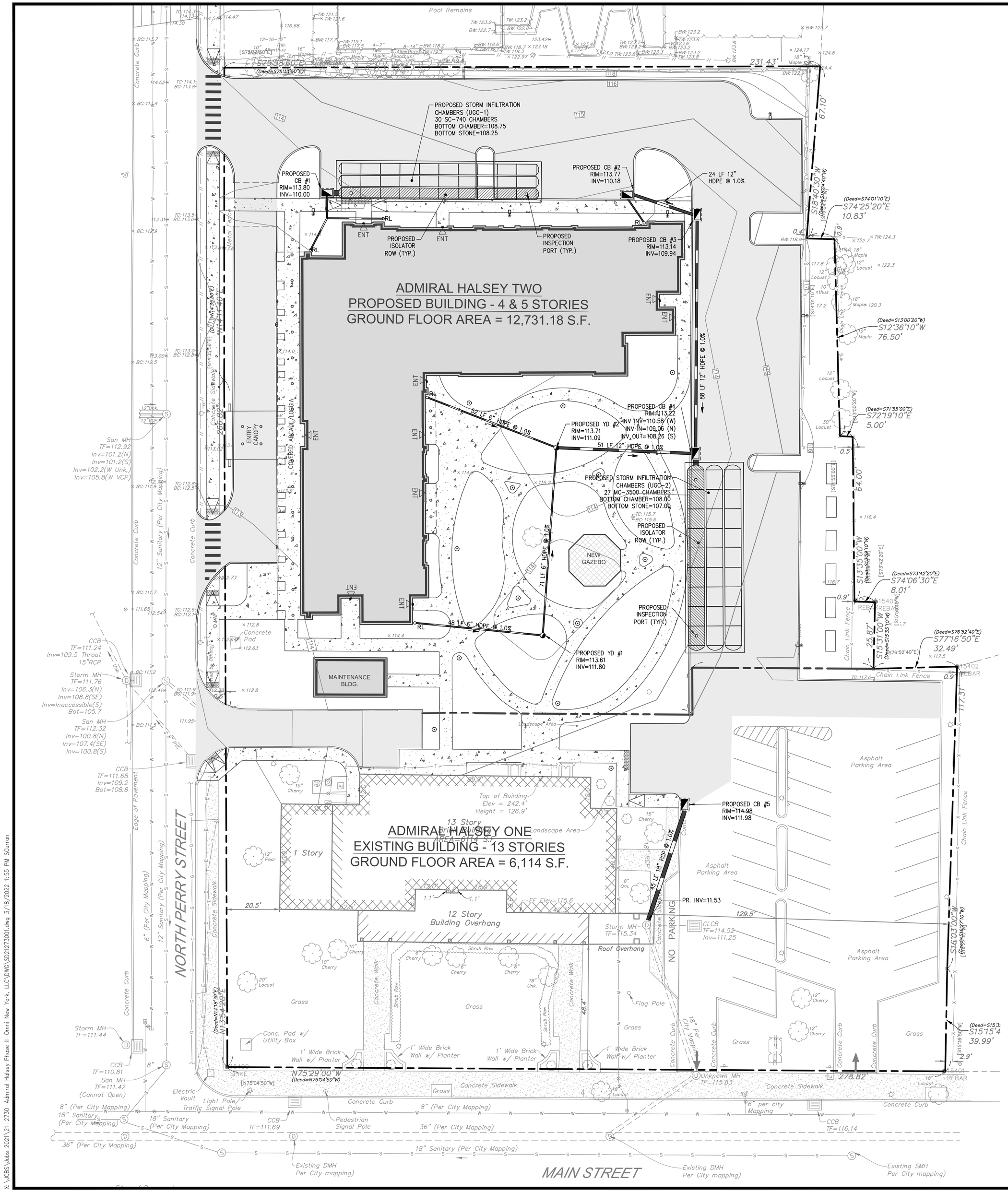

LEGEND

PROPOSED ASPHALT

PROPOSED STORM PIPE

GRAPHIC SCALE

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SITE DRAINAGE PLAN

ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

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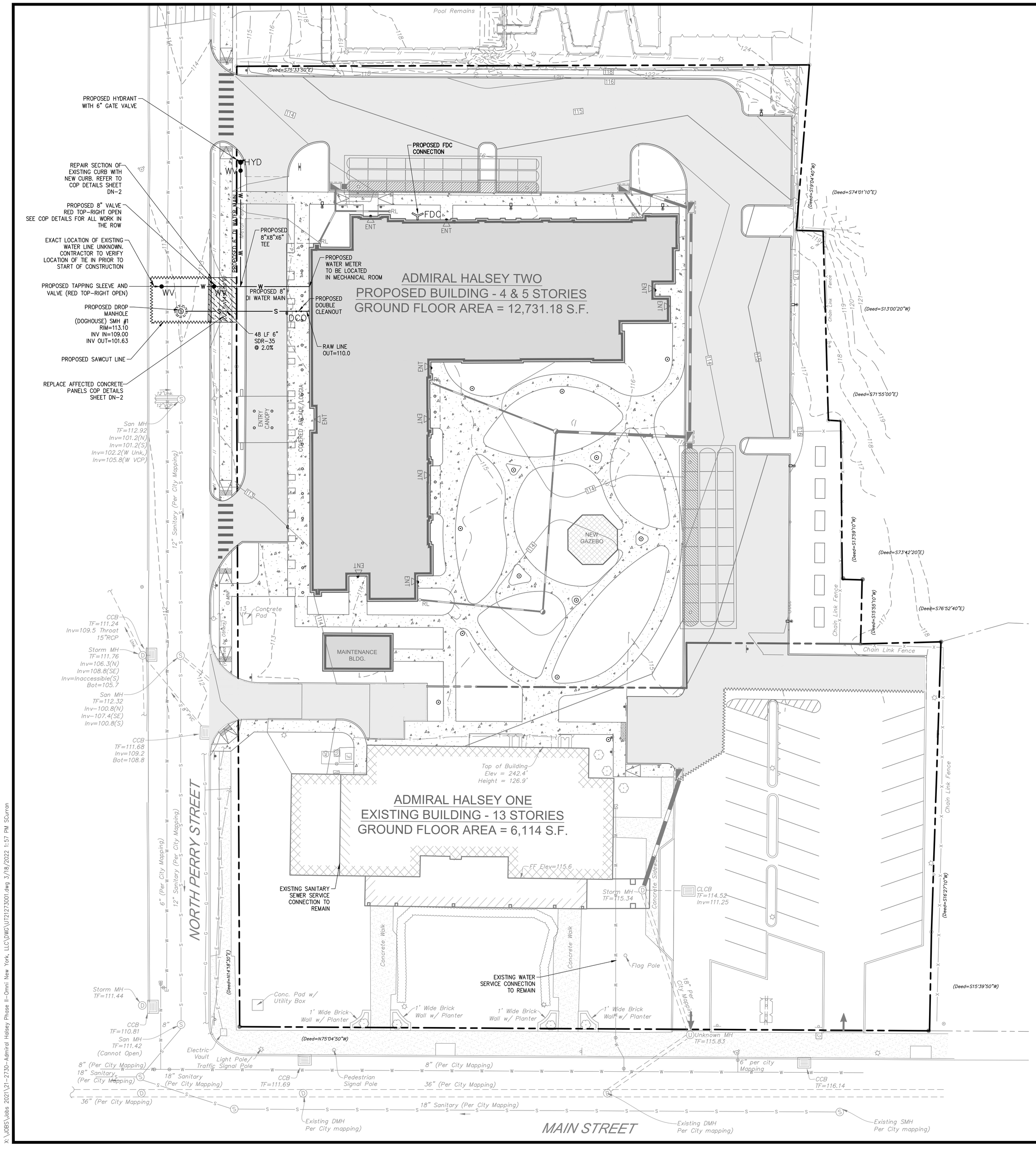

LEGEND

——S——	PROPOSED SANITARY SERVICE
——W——	PROPOSED WATER SERVICE
o o DCO	PROPOSED DOUBLE SANITARY CLEANOUT
oWV	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
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UTILITIES PLAN

ADMIRAL HALSEY II

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DUTCHESS COUNTY, NEW YORK

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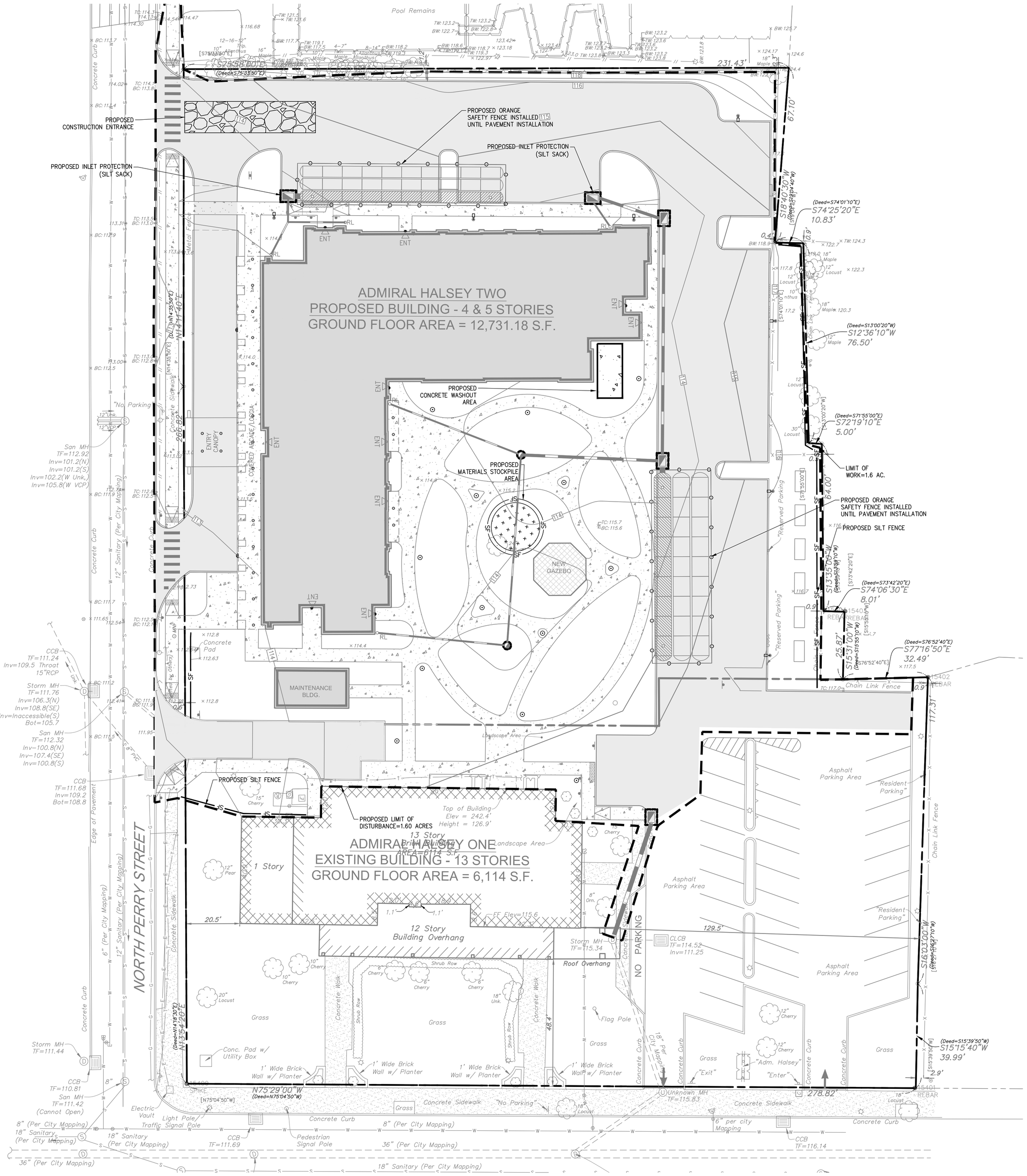

CITY OF POUGHKEEPSIE EROSION AND SILTATION CONTROL NOTES

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

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EROSION AND SEDIMENTATION CONTROL PLAN

ADMIRAL HALSEY II

125 MAIN STREET
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

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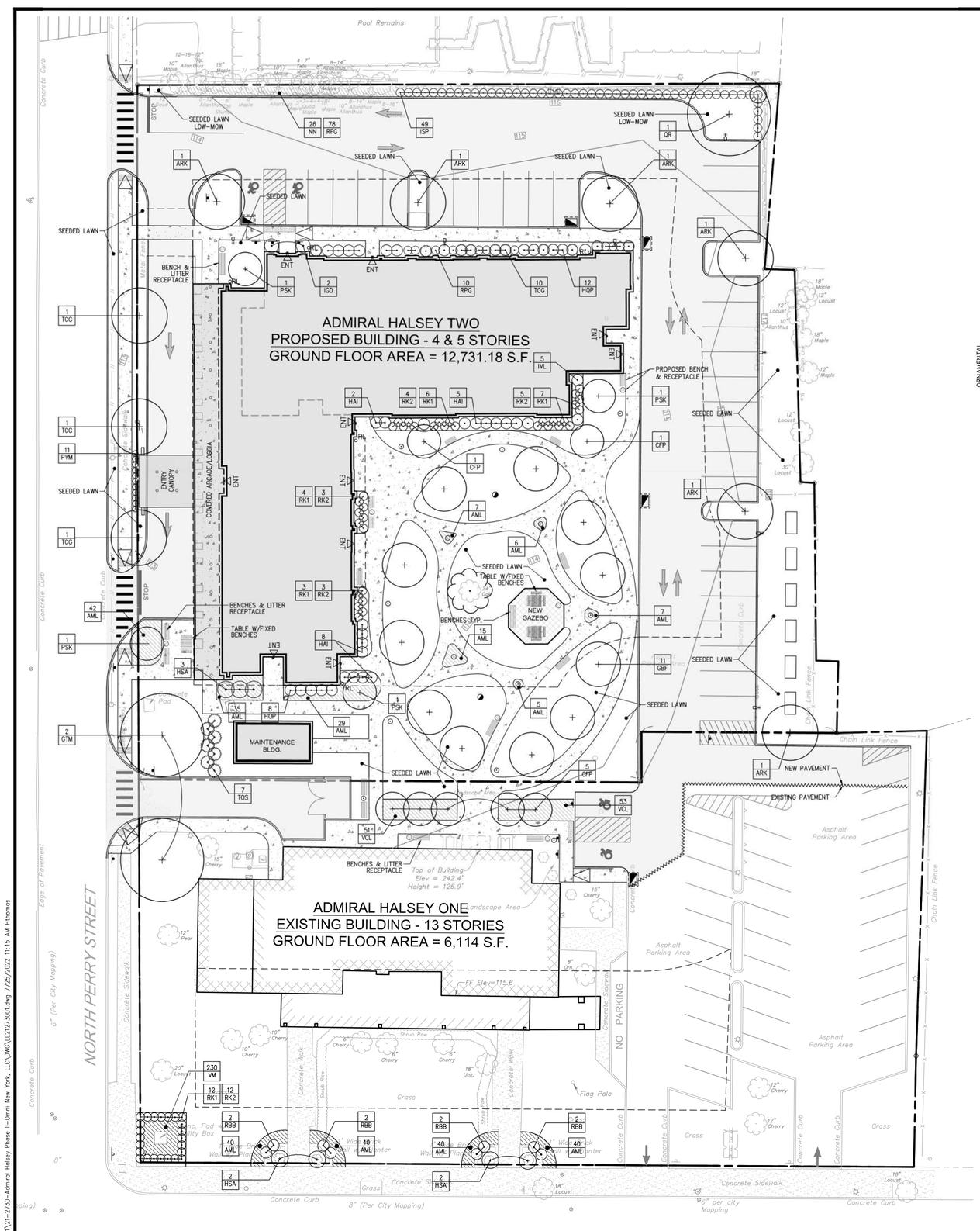


PLANT LIST:

	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.

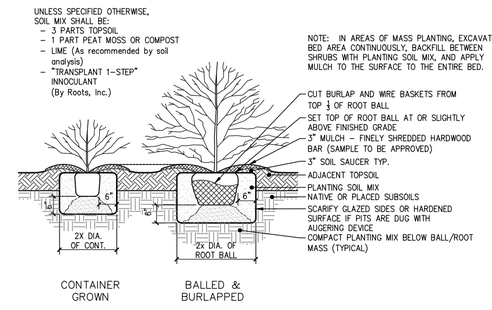
PLANTING NOTES:

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):

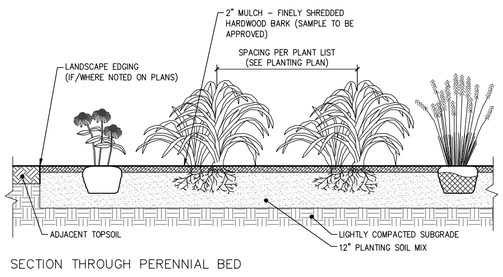
    15% KENTUCKY BLUEGRASS (POA PRATENSIS – SINGLE VARIETY)
    15% PERENNIAL RYEGRASS (LOLIUM PERENNE)
    30% CREEPING RED FESCUE (FESTUCA RUBRA)
    25% CHEWINGS FESCUE (FESCTUCA RUBRA "JAMESTOWN II")
    15% HARD FESCUE (FESTUCA OVINA "RELIANT II")

    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 OF 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.

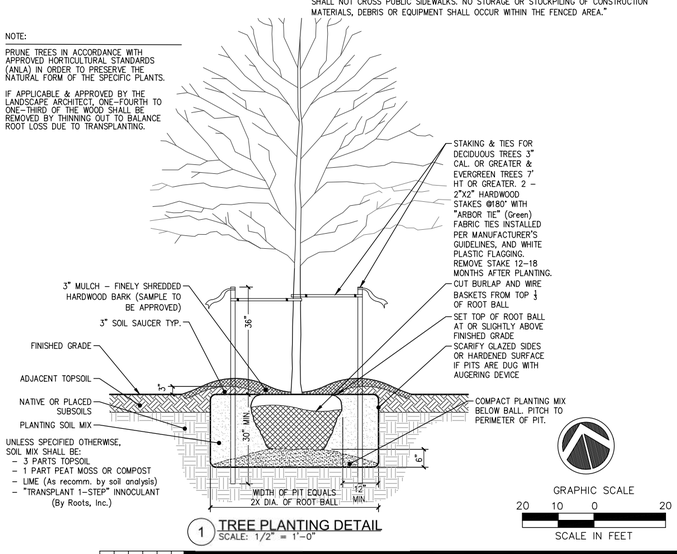
UNLESS SPECIFIED OTHERWISE, PERENNIAL BED SOIL MIX SHALL BE:
– 3 PARTS TOPSOIL
– 1 PART MANURE (WEED FREE)
– 1 PART PEAT MOSS OR COMPOST
– LIME (As recommended by soil analysis)
– "MILORGANITE" AT 5 LBS. PER 100 SF.

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 · ROCHELLE E. MORRISON · 074195 · LICENSED PROFESSIONAL ENGINEER

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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'	

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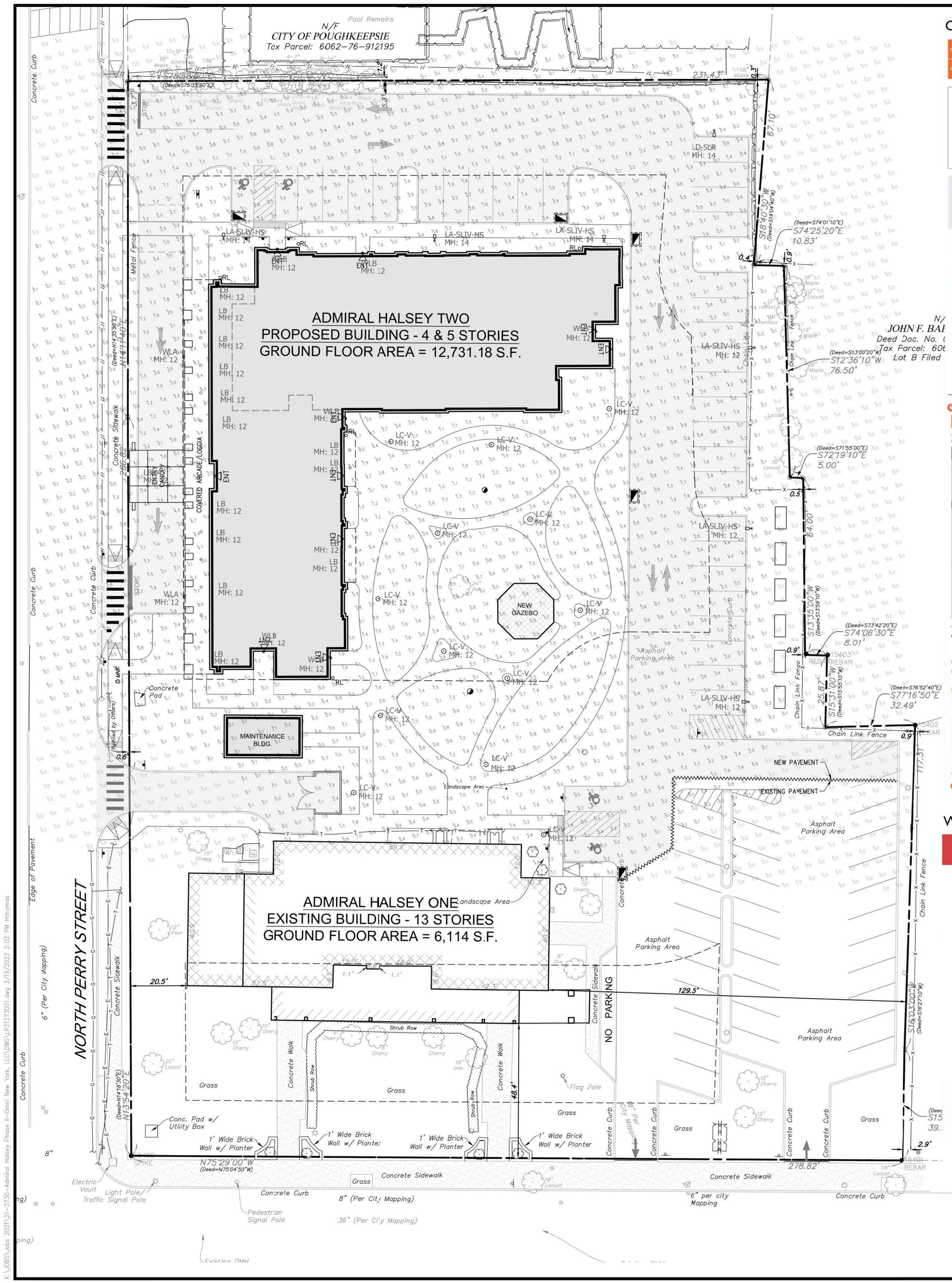


CANOPY MOUNTED WALL LIGHT (WLA):

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, P66, CSA, IP66, YEA

Connected Systems

- WaveLinx
- Enlighted

Dimensional Details

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

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

COOPER Lighting Solutions — P3S0004EN page 1 October 26, 2021 2:07 PM

McGraw-Edison — **Impact Elite LED**

Ordering Information

SAMPLE NUMBER: **IELC-SA1-740-U-T3-BZ**

Product family*	Light Engine Configuration	Light Engine Drive Current	Color Temperature	Voltage	Distribution	Finish
IELC Cylinder Elite LED Small Cylinder	IELC Type 3	U-1000mA	740K 70CRI, 3000K	U-120-277V	T1-Type 1	AP-Gray
IELC Quarter Elite LED Small Quarter Sphere		H-1500mA	730K 70CRI, 3000K	D-208V	T2-Type 2	BK-Black
IELC Hook Elite LED Small Hook-n-Lock		P-2100mA*	740K 70CRI, 4000K	T-277V	T3-Type 3	DB-Dark Bronze
TRA-IELC Trapezoid Elite LED Small Trapezoid			730K 70CRI, 3000K	H-347V	T4-Type 4	BL-Black
TRA-IELC Trapezoid Elite LED Small Trapezoid for American Act Compliant *			740K 80CRI, 4000K	U-DIM	T5W-Type 5 Wide Forward Throw	BR-Bronze
TRA-IELC Trapezoid Elite LED Small Trapezoid for American Act Compliant *			730K 80CRI, 3000K	D-DIM	T5VS-Type 5 Very Short Throw	DG-Dark Green
TRA-IELC Trapezoid Elite LED Small Cylinder Trade Agreements Act Compliant *			740K 70CRI, 4000K	H-DIM	T5VW-Type 5 Very Wide	GR-Green
TRA-IELC Trapezoid Elite LED Small Cylinder Trade Agreements Act Compliant *			730K 70CRI, 3000K	P-DIM**	T5W-Type 5 Wide	BLG-Black Green
TRA-IELC Trapezoid Elite LED Small Quarter Sphere Trade Agreements Act Compliant *			740K 80CRI, 4000K	347V-277-480V	T5VS-Type 5 Very Short	BZ-Bronze
TRA-IELC Trapezoid Elite LED Small Quarter Sphere Trade Agreements Act Compliant *			730K 80CRI, 3000K	480V-277-480V	T5AW-Type 5 Asymmetric Wide	WH-White
TRA-IELC Trapezoid Elite LED Small Trapezoid for American Act Compliant *			3000K Amber		T6-Type 6	
TRA-IELC Trapezoid Elite LED Small Trapezoid Trade Agreements Act Compliant *					T6W-Type 6 Wide	
TRA-IELC Trapezoid Elite LED Small Trapezoid Trade Agreements Act Compliant *					T6VW-Type 6 Very Wide	
TRA-IELC Trapezoid Elite LED Small Wedge for American Act Compliant *					T6AW-Type 6 Asymmetric Wide	
TRA-IELC Trapezoid Elite LED Small Wedge Trade Agreements Act Compliant *					BW-Rectangular Wide Beam	

Options (Add as Suffix)

- B-Brown Surge Protection (SKU Only)*
- CCR-Cutoff Cover for Rear Upward Reflective Vector
- CBP-Bird Control Plate
- CGP-Gatorz Pack with Bird Guard, Cold Weather Gasket
- CBP-GPZ-Bird Plate with Gatorz Pack, Cold Weather Gasket
- HGF-Factory Installed Hinged Side Shield*
- LCP-Lens Cover
- LCP-LGP-Square Trim Plate Painted to Match Luminaire Finish
- CB-Carbon Bronzelock Hardware
- CG-Carbon Graylock Hardware
- DC-7' High Anchor*
- ADC-HD-Hiller Hinge Dim, 3 Hours, 50%*
- ADC-HD-Hiller Hinge Dim, 3 Hours, 100%*
- ADC-HD-Hiller Hinge Dim, 7 Hours, 50%*
- ADC-HD-Hiller Hinge Dim, 7 Hours, 100%*

Controls and Systems Options (Add as Suffix)

- BRT-Bluetooth Type Photocontrol (120, 208, 240 or 277V, Must Specify Voltage)
- CR-Cooper Cloud Ready Luminaire Preparation*
- CRS-Cooper Connectivity Sensor with Bluetooth Interface, 4' 20' Mounting Height*
- CS-Cooper Connectivity Sensor with Bluetooth Interface, 4' 20' Mounting Height*
- LCA-Lutron Ecosystem Wireless Sensor, 8' - 30' Mounting Height*
- LCP-LCP Bird Control Plate for Sensing Devices*
- LCR-Lutron Ecosystem Wireless Sensor, 8' - 30' Mounting Height*
- LE-Enlighted Wireless Sensor, Narrow Lens for 20' - 40' Mounting Height*
- LEW-Enlighted Wireless Sensor, Wide Lens for 8' - 20' Mounting Height*
- PE-Photocell Enabled Receptacle with Dim Driver and 4-Pin Receptacle*
- PE-Photocell Enabled Receptacle with Dim Driver and 4-Pin Receptacle*
- SC-WirelessLinx Control Module and Wireless Sensor - 10', 20' ft.*
- SCP-WirelessLinx Control Module and Wireless Sensor - 10', 20' ft.*
- SD-WirelessLinx Control Module and 2 Standard Sensor - 10', 20' ft.*
- SDP-WirelessLinx Control Module and 2 Standard Sensor - 10', 20' ft.*
- SH-WirelessLinx with DALI Driver and Wireless Sensor - 10', 20' ft.*
- SHP-WirelessLinx with DALI Driver and Wireless Sensor - 10', 20' ft.*
- SL-WirelessLinx with DALI Driver and 2 Standard Sensor - 10', 20' ft.*
- SLP-WirelessLinx with DALI Driver and 2 Standard Sensor - 10', 20' ft.*

Accessories (Order Separately)

- BACKSS-10kV Circuit Module Replacement
- BACCS-Crossbar Back Box - Impact Elite Cylinder
- BACTS-Crossbar Back Box - Impact Elite Trapezoid
- BACQS-Crossbar Back Box - Impact Elite Quarter Sphere
- BACW-Crossbar Back Box - Impact Elite Wedge
- BAK-180-Wireless Configuration Tool for Occupancy Sensor
- BWPH8-Wireless Wireless Sensor, 8' - 15' Mounting Height*
- BWPH20-Wireless Wireless Sensor, 7' - 15' Mounting Height*

NOTES:
1. Acceptable Connectivity* Qualified. Refer to www.designlights.org. Qualified Products List under Family Models for details.
2. Not available in 347V.
3. Choose Cross Element "B" for Cylinder Elite Wall Mount, which is provided at 300mm only.
4. Not available in 347V or 480V Wide Voltage.
5. HGF-Not to be used with photocontrol or impedance coupled systems.
6. Not available in 347V.
7. Cannot be used in conjunction with other control options.
8. Not available in 347V or 480V Wide Voltage. Photocontrol options are included and linear output set to 1000mA or less.
9. Requires two rows of photocontrols. Not available with 20mm drive current. See Elite Photo Box supplemental guide for additional information.
10. Requires 120 volt 20A UL/IP receptacle. Lift-off IP receptacle not available.
11. Requires 120 volt 20A UL/IP receptacle. Lift-off IP receptacle not available. Not available with Cylinder, sensitivity, time delay, cutoff and dim. Consult your lighting representative at Cooper Lighting Solutions for more information.
12. Not available in 347V or 480V Wide Voltage.
13. Enlighted wireless sensors are factory installed and require network components in appropriate quantities. Consult your lighting representative at Cooper Lighting Solutions for more information.
14. Not available 120V, 347V.

Thruway Back Box

Cylinder, Quarter Sphere, Trapezoid, Wedge

Product Specifications

Construction
- Heavy-wall, die-cast aluminum housing and removable hinged door frame
- Optional tamper-resistant fasteners offer vandal-resistant access

Optics
- High-efficiency injection-molded sccuLED optics technology
- 10 optical distributions
- IDA Certified (3000K CCT and warmer only)

Electrical
- Standard with 0-10V dimming
- Shielded with Cooper Lighting Solutions proprietary circuit module designed to withstand 10kV of transient line surge
- Suitable for operation in -40°C to 40°C ambient environments. Optional 50°C high ambient (HA) configuration
- Suitable for operation in -40°C to 40°C ambient environments. Optional 50°C high ambient (HA) configuration.

Mounting
- Utilizes "Hook-N-Lock" mounting mechanism, securing to a gasketed and zinc plated mounting attachment
- Two black oxide-coated Allen set screws included but accessible from below

Finish
- Super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness
- RAL and custom color matches available
- Coastal Construction (CC) option available

Warranty
- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

COOPER Lighting Solutions — P3S0004EN page 2 October 26, 2021 2:07 PM

WALL MOUNTED LIGHT (WLB):

ABOVE ALL — www.AboveLighting.com

Project Name ____ Product Code ____ SKU No. ____ Memo ____ Date ____

POULYNOE LED WALL LIGHT

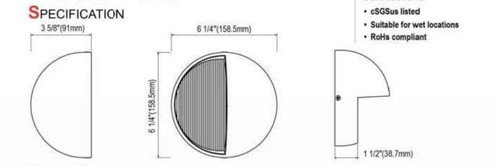
Product Description

The Poulynoe wall light is designed in an architecture round shape and full cut-off design. It combines aluminium structure and oasis lens in one inteeral beautiful streamlined shape. Suitablefor both indoor and outdoor wall light application.

Electrical System

- Input voltage: 120V
- 50/60Hz
- Power Factor: >0.87
- Working Temperature: -13-95°F (-25-35°C)

Specification



Performance

CRI 80
CCT 3000K
Dimming Non dimming
Projected Lifetime L70 -100,000 Hours
Working Temperature -13-95°F (-25-35°C)
Certifications
- cSUSus listed
- Suitable for wet locations
- Rohs compliant

Ordering Information

Model	Watts	CCT	Voltage	Control	Finish
POU	12 - 12W	30 - 3000K	4 -120	Blank - None	BK- Black

Notice:
- Black finish is standard. Custom color is available for a premium setup fee. Consult customer service for additional information.

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PARKING AREA POST TOP LIGHTS (LA, LB, LD):

page 8 — **GLNA** GALLEONAIRE LED

ORDERING INFORMATION

Sample Number: GLNA-F-04-LED-E1-T3-GM-GM

Product Family*	Light Engine	Number of Light Squares	Lamp Type	Voltage	Distribution	Color	Mounting
GLNA Galleonaire	A-1A 0.35mA Current	1-1 Light Square, 2-2 Light Square, 3-3 Light Square, 4-4 Light Square, 5-5 Light Square, 6-6 Light Square, 7-7 Light Square, 8-8 Light Square, 9-9 Light Square, 10-10 Light Square	LED-Build Stage Light Emitting Diodes	120-120-277V, 208-208-277V, 480-480V	T1-Type 1, T2-Type 2, T3-Type 3, T4-Type 4, T5-Type 5 Roadway, T5W-Type 5W Roadway, T5VS-Type 5V Forward Throw Very Short, T5VW-Type 5V Very Wide, T5AW-Type 5 Asymmetric Wide, T5W-Type 5 Square Medium, T5HW-Type 5 Horizontal Wide, BLR-Left Backlight Control, BLL-Left Backlight Control, BLM-Backlight Control Left Side Light Eliminator, BRR-Right Backlight Control, BRL-Backlight Control Right Side Light Eliminator, AFL-Automotive Frontline	AP-Gray, BK-Black, BR-Bronze, DB-Dark Bronze, DP-Dark Platinum, GRA-Graphite, BLG-Black Green, WH-White	(Blank)-Arm for Round or Square Pole, EA-Extra Arm Adapter *, WA-Wall Arm Adapter *, WM-Wall Mount, GM-Gallery Mount (Standard Length), GMEA-Gallery Mount Arm (Extended Length) *

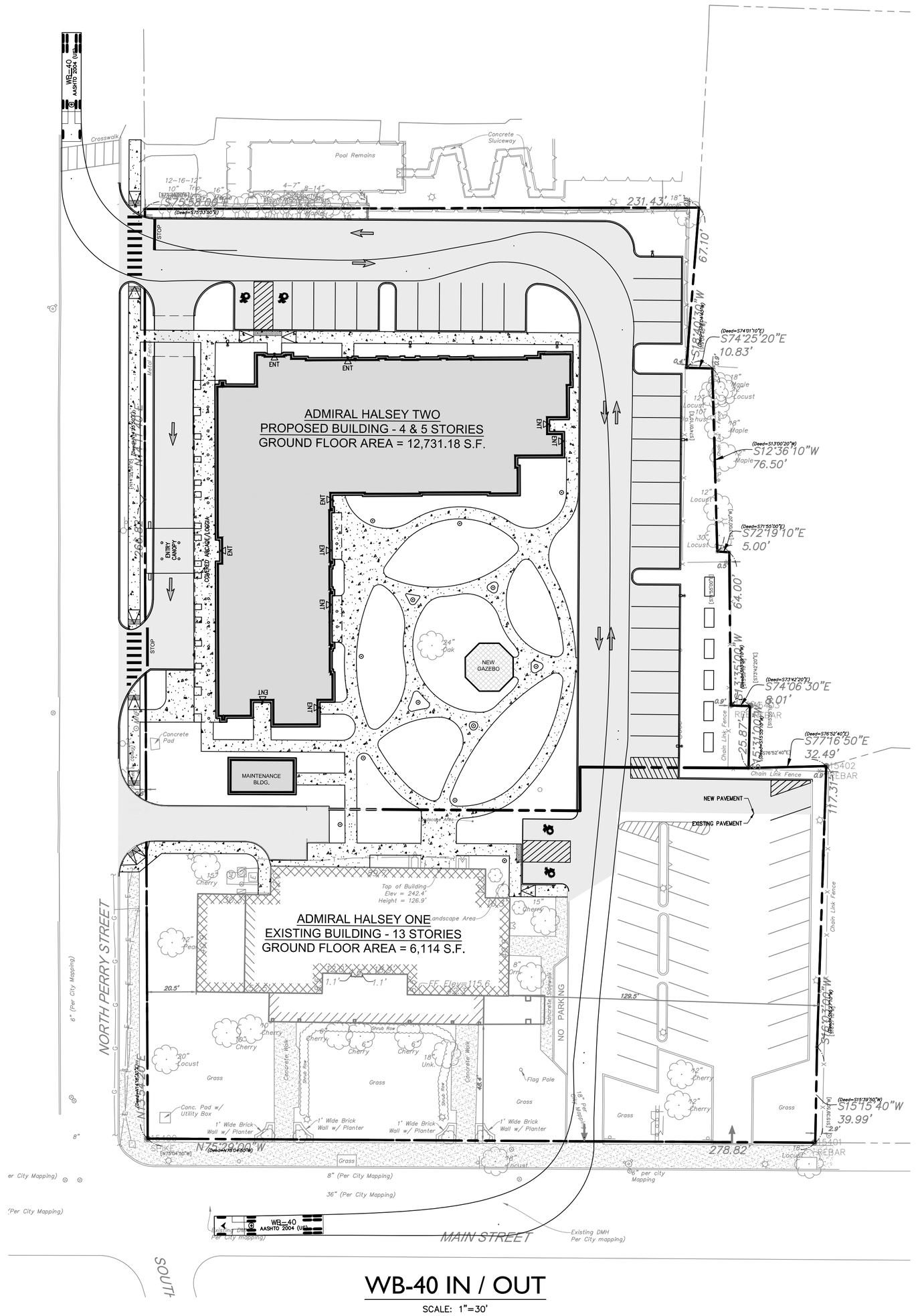
Options (Add as Suffix)

- 7525-7525 (7500K) *
- 7030-7030 (3000K) *
- 7040-7040 (4000K) *
- 7050-7050 (5000K) *
- 7060-7060 (6000K) *
- 120-Fixed Voltage 120V *
- HVF-Factory Installed Photocontrol Receptacle *
- P-Single Fuse (120, 277 or 347V Must Specify Voltage)
- DF-Double Fuse (208, 240 or 480V Must Specify Voltage)
- SL-Side Circuits *
- DM-External 0-10V Dimming Leads *
- PCR-Photocell Receptacle (120, 208, 240 or 277V, Must Specify Voltage) *
- PCRS-NEMA 7525 Photocontrol Receptacle *
- R-NEMA Twistlock Photocontrol Receptacle *
- A120-After Hours Dim, 2 Hours *
- A208-After Hours Dim, 2 Hours *
- A120-After Hours Dim, 7 Hours *
- A208-After Hours Dim, 7 Hours *
- MS/DIM-L20-Motion Sensor for Dimming Operation, Maximum 20' Mounting Height *
- MS/DIM-L30-Motion Sensor for Dimming Operation, 8' - 30' Mounting Height *
- MS-L20-Motion Sensor for ON/OFF Operation, Maximum 20' Mounting Height *
- MS-L30-Motion Sensor for ON/OFF Operation, 8' - 30' Mounting Height *
- MS-L-Motion Sensor for ON/OFF Operation, 2' - 20' Mounting Height *
- LMS-L-LuminaMotion Sensor, Wide Lens for 8' - 20' Mounting Height *
- LMN-L-LuminaMotion Sensor, Narrow Lens for 20' - 40' Mounting Height *
- DM-Dynamic Dimming *
- CR-Cloud Ready *
- CS-Cool Vision Dim Starlight
- LCP-Lutron Square Trim Plate Painted to Match Luminaire Finish
- BRT-Bluetooth Type Photocontrol (120, 208, 240 or 277V, Must Specify Voltage)
- ZM-WirelessLinx available IP66 Tuscaloosa Receptacle *
- ZM-SWPH8X-Wireless Wireless Sensor, 7' - 15' Mounting Height *
- ZM-SWPH20X-Wireless Wireless Sensor, 15' - 40' Mounting Height *

Accessories (Order Separately)

- GLA-RA1016-NEMA Photocontrol Multi Tap - 105-285V
- GLA-RA1021-NEMA Photocontrol - 480V
- GLA-RA1027-NEMA Photocontrol - 347V
- GLA-RA1015-Photocontrol Shorting Cap
- GLA-RA1016-120V Photocontrol
- MR-1GM-Single Tenon Adapter for 2-3/8" O.D. Tenon
- MR-1GM-XX-Single Tenon Adapter for 2-3/8" O.D. Tenon
- MR-1GM-XX-2-1/8"-Tenon Adapter for 2-3/8" O.D. Tenon
- MR-1GM-XX-2-1/4"-Tenon Adapter for 2-3/8" O.D. Tenon
- MR-1GM-XX-2-1/2"-Tenon Adapter for 2-3/8" O.D. Tenon
- MR-1GM-XX-2-3/4"-Tenon Adapter for 2-3/8" O.D. Tenon
- MR-1GM-XX-3"-Tenon Adapter for 2-3/8" O.D. Tenon
- MR-1GM-XX-3-1/4"-Tenon Adapter for 2-3/8" O.D. Tenon
- MR-1GM-XX-3-1/2"-Tenon Adapter for 2-3/8" O.D. Tenon
- MR-1GM-XX-Single Tenon Adapter for 3-1/2" O.D. Tenon
- MR-1GM-XX-2-1/8"-Tenon Adapter for 3-1/2" O.D. Tenon
- MR-1GM-XX-2-1/2"-Tenon Adapter for 3-1/2" O.D. Tenon
- MR-1GM-XX-3"-Tenon Adapter for 3-1/2" O.D. Tenon
- MR-1GM-XX-3-1/4"-Tenon Adapter for 3-1/2" O.D. Tenon
- MR-1GM-XX-3-1/2"-Tenon Adapter for 3-1/2" O.D. Tenon
- GLDGM-GM-Quick Mount Arm Kit *
- GLDGM-GM-Extended Quick Mount Arm Kit *
- BQ-GLDA-Bird Control Spike Kit *
- LL9WS-Field Installed House Side Shield *
- ZM-SWPH8X-Wireless Wireless Sensor, 7' - 15' Mounting Height *
- WALL-CP-Wall-Mount Low Outdoor Ceiling Mounting Plate *
- DWPO8-XX-Wireless Wireless Sensor, 7' - 15' Mounting Height *
- DWPO20-XX-Wireless Wireless Sensor, 15' - 40' Mounting Height *

NOTES:
1. Customer is responsible for performing analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WPW0060EN, 8 Reasons to Standard 4000K CCT and coverage 70 CRI. 4 Best Practices when Specifying Pole Top Luminaires for Roadway Applications and Frequently Asked Questions about Roadway Lighting for more information. Failure to do so may void the warranty. Warranty does not cover the use of an internal step-down transformer when combined with sensor options. Not available with sensor or DS/DM. Not available in combination with the HA high ambient and internal surge protection. Not for use with 480V Wide systems. For IBC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as 3-Wire Phase Three Wire Delta, Three Phase Logs Delta and Three Phase Stinger Delta). Not for use with 347V systems. Not for use with 347V or 480V Wide Voltage. Not available with 347V or 480V Wide Voltage. Not available with 347V or 480V Wide Voltage. Not for use with 347V or 480V Wide Voltage. Not for use with 347V or 480V Wide Voltage. Not for use



WB-40 IN / OUT

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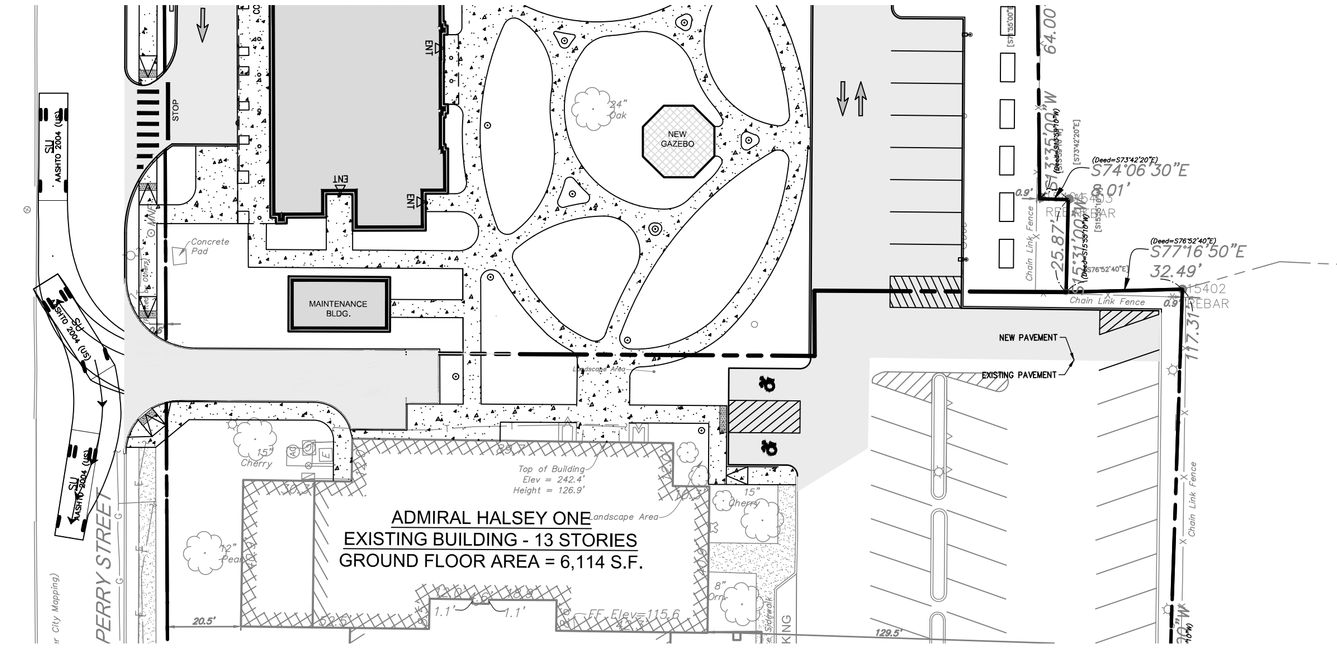

REFUSE VEHICLE

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GRAPHIC SCALE

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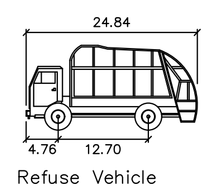
SCALE IN FEET



Refuse Vehicle

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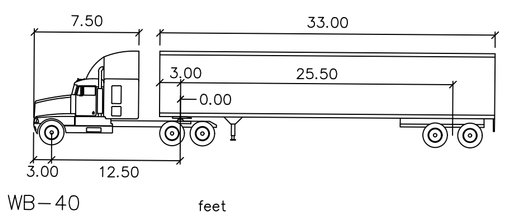
Width	: 7.87
Track	: 7.41
Lock to Lock Time	: 6.0
Steering Angle	: 26.5



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

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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'		

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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
LICENSED PROFESSIONAL ENGINEER
074194

#	Date	Description
1.	12/21/2020	REVISED PER COMMENTS
2.	2/28/2022	REVISED PER COMMENTS
3.	3/22/2022	REVISED PER COMMENTS

Revisions

LRC GROUP
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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	Sheet No.
Drawn	SMC	Project No.	20-2370	NS-1
Checked	KFC	Date	2021-06-22	
Approved	REM	Scale	AS NOTED	

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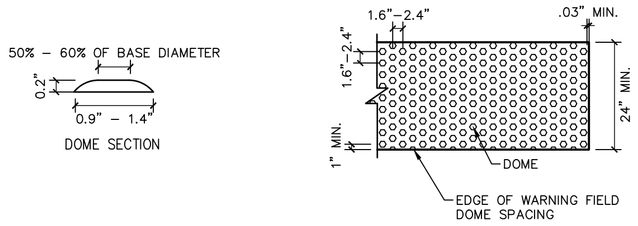


NOTES:

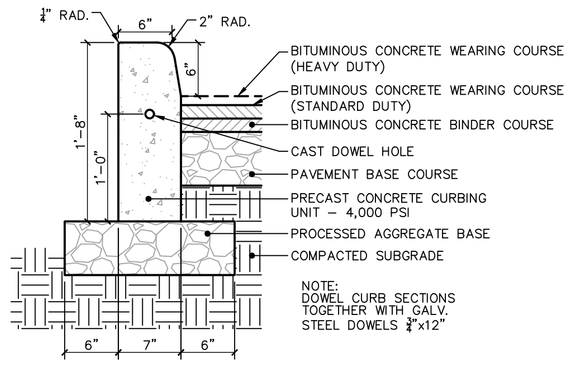
1. THE DETAILS PROVIDED ARE NOT DRAWN TO SCALE, THE QUANTITY OF DOMES DEPICTED ON THE DETECTABLE WARNING UNIT (THE DOMES AND THE ENTIRE 24" LEVEL SURFACE) IS FOR ILLUSTRATION ONLY.
2. THE SIZE OF THE DETECTABLE WARNING FIELD SHALL BE 24" IN THE DIRECTION OF TRAVEL AND SHALL EXTEND THE FULL WIDTH OF THE 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"



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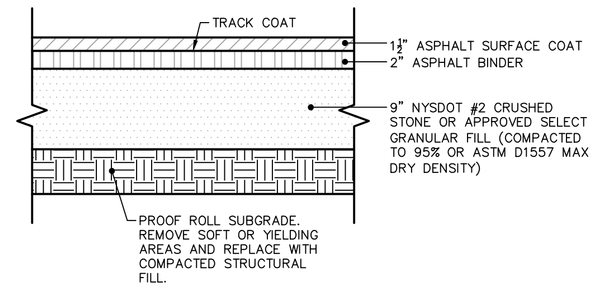
SCALE: 1" = 1'–0"



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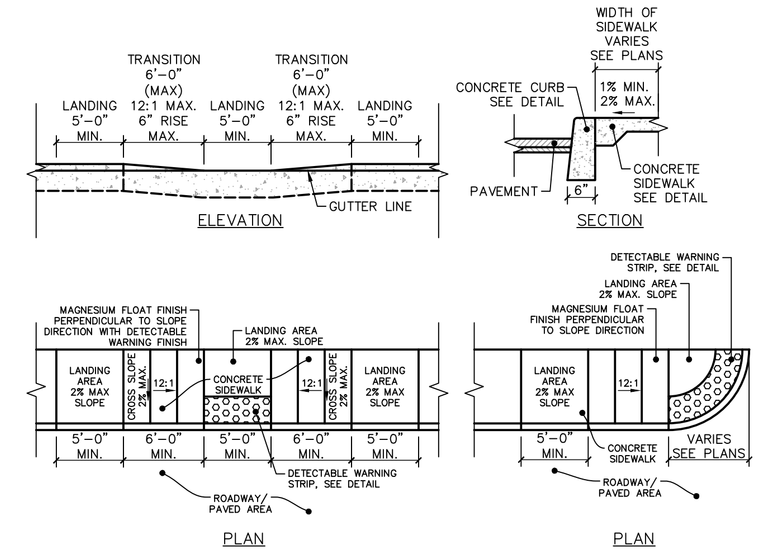

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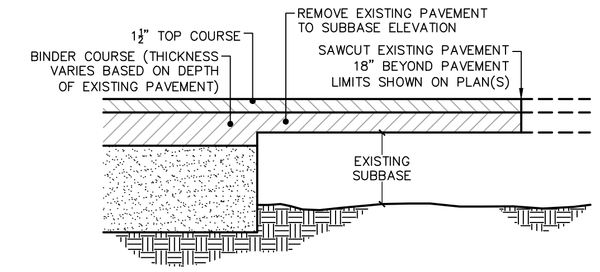

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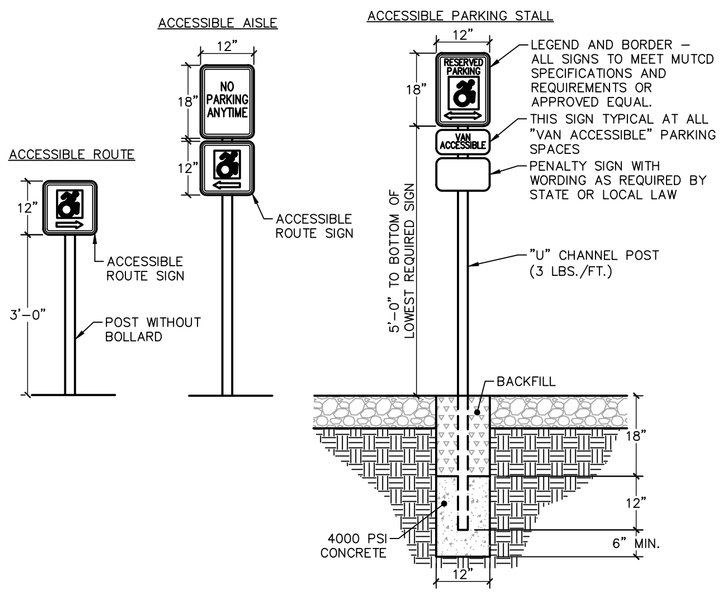
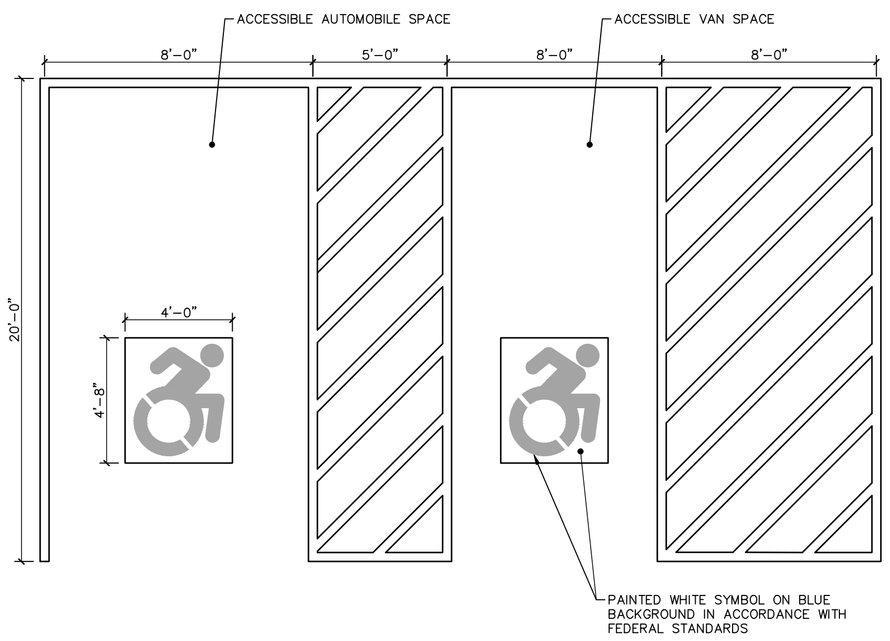
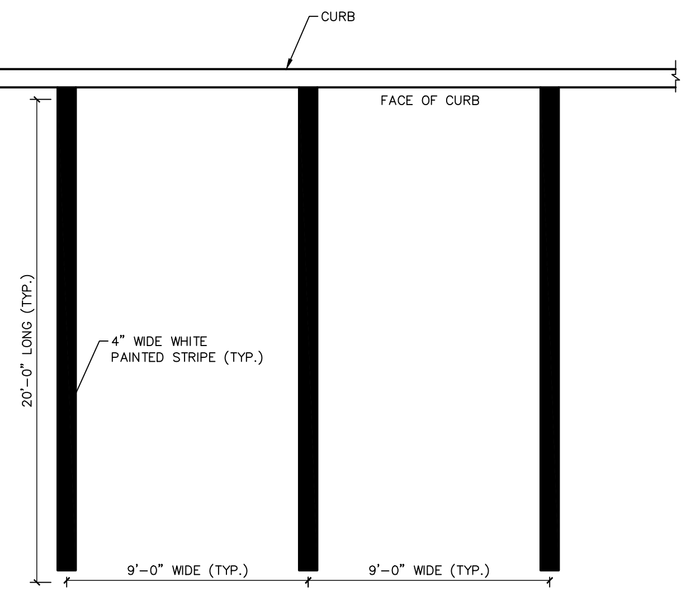


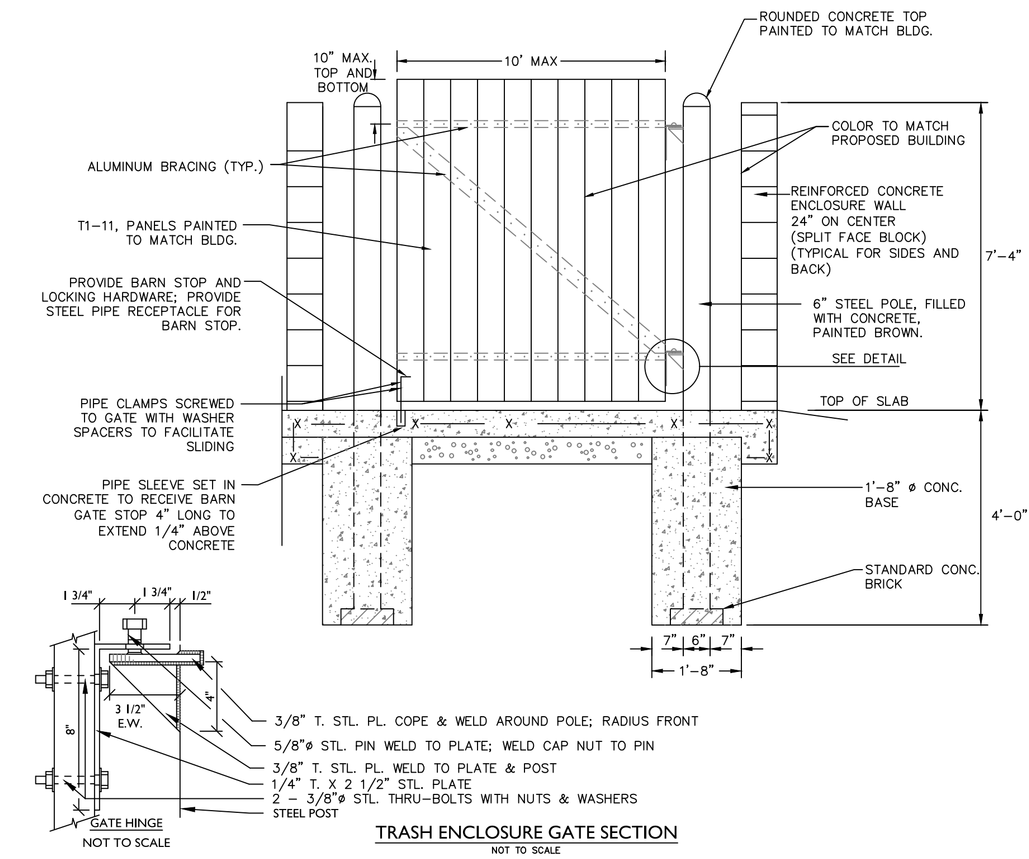
X ACCESSIBLE PARKING & ACCESS SIGNS
SCALE: 1/2" = 1'–0"



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

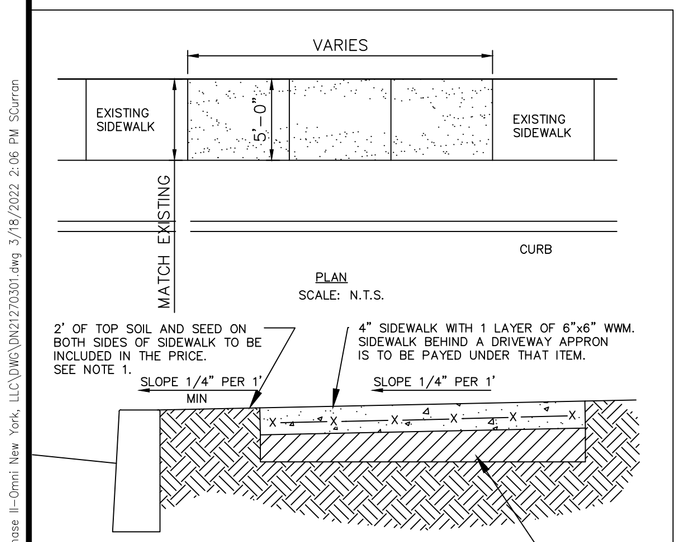


X PARKING SPACE STRIPE DETAIL
SCALE: 1/4" = 1'–0"



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.

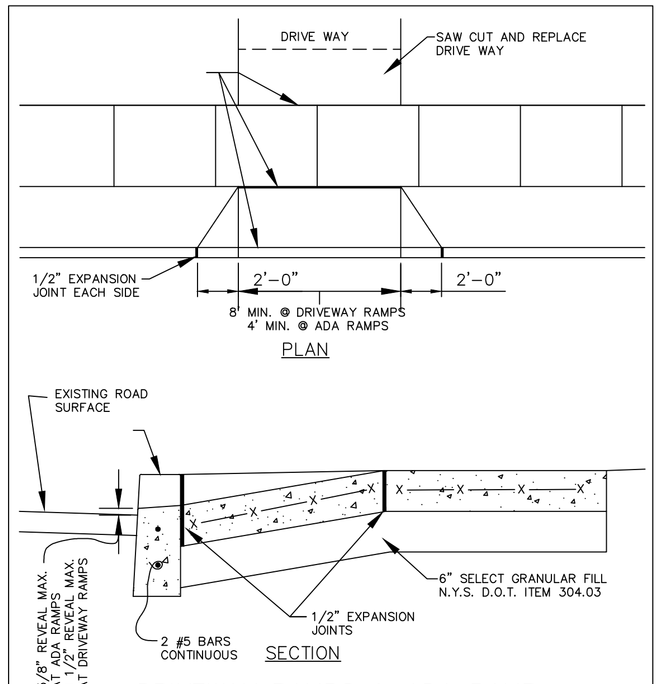


NOTES:
1. WHERE MATERIAL IS NOT USED THE CITY OF POUGHDEEPSIE WILL BE CREDITED IN AREAS WHERE MORE THAN THE SPECIFIED AMOUNT OF MATERIAL IS USED. MAJOR GRADE CHANGES WILL BE APROVED BY THE CITY ENGINEERING DEPT. AND WILL BE PAYED UNDER APROPRIATE ITEMS.

SECTION

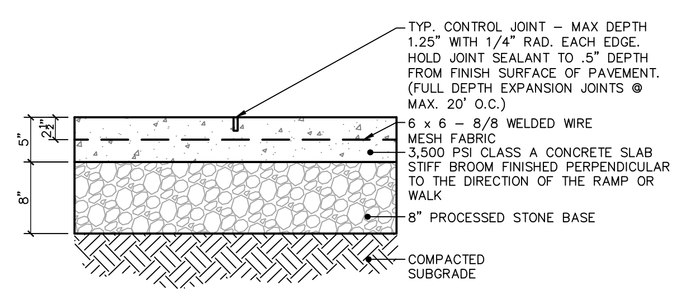
SIDEWALK DETAIL REPLACE & NEW

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

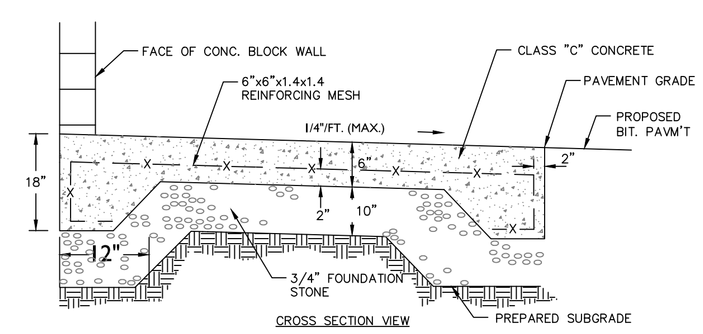


DRIVEWAY RAMPS & ADA RAMP
SCALE: 1"–1'–0"

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



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



HEAVY DUTY CONCRETE PAVING AND DUMPSTER PAD DETAIL
NOT TO SCALE

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

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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	

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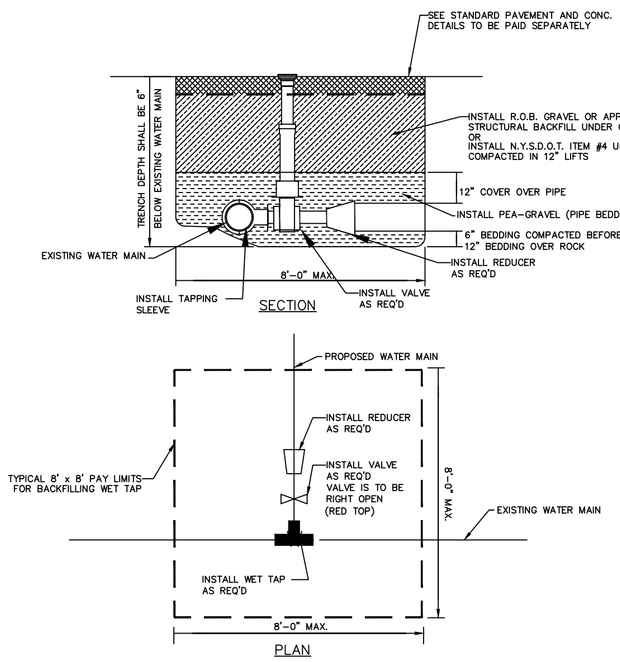
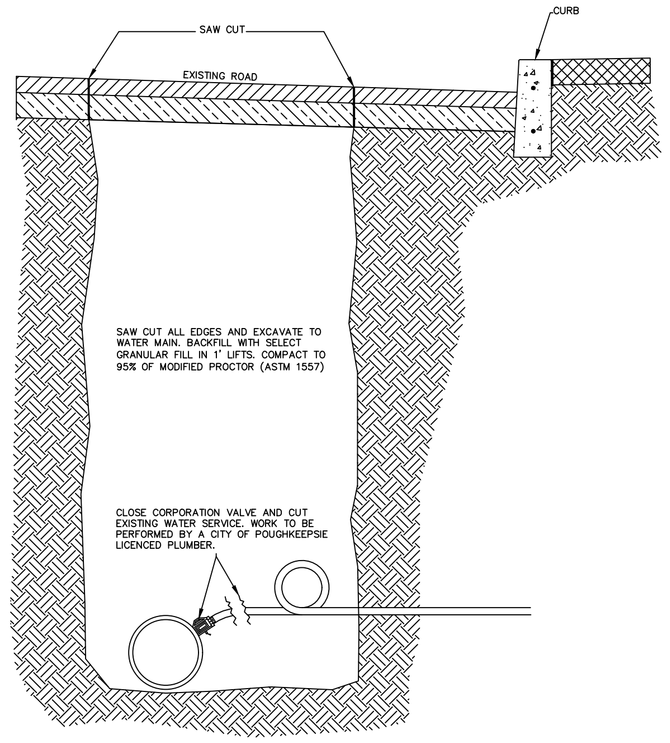


NOTE: ALL BACKFILL TO BE PLACED IN 1' LIFTS AND COMPACTED TO 95% OF MODIFIED PROCTOR (ASTM 1557)

TAPPING SLEEVE & VALVE

SCALE: N.T.S.

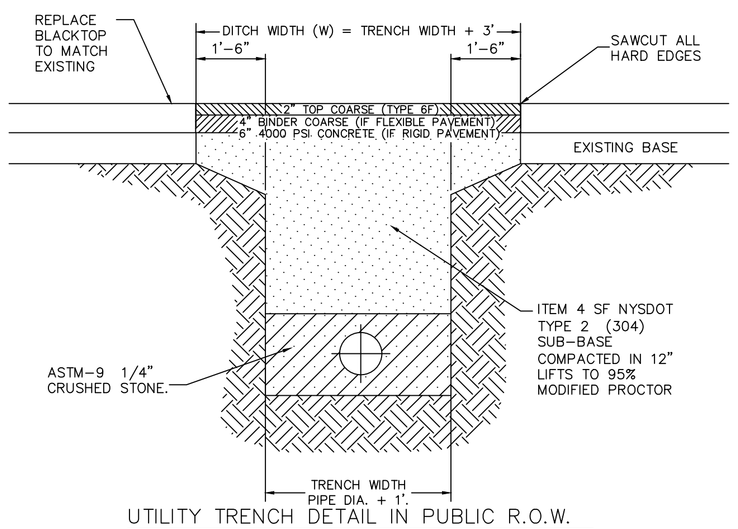
CITY OF POUGHKEEPSIE ENGINEERING DEPARTMENT 80 WASHINGTON STREET POUGHKEEPSIE, NY 12602	FILE NO.: DATE: 3-6-00 SCALE: AS NOTED DRAWN BY: JP	TAPPING SLEEVE & VALVE	1 PAGE NO.



WATER SERVICE DISCONNECT AT MAIN

SCALE: N.T.S.

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

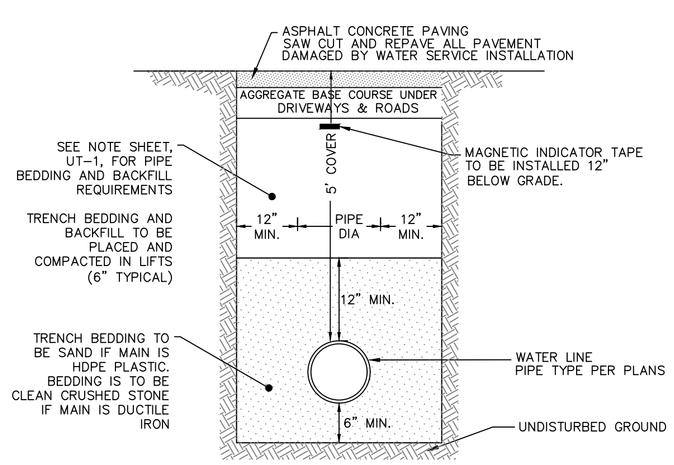


UTILITY TRENCH DETAIL IN PUBLIC R.O.W.

NOTES:

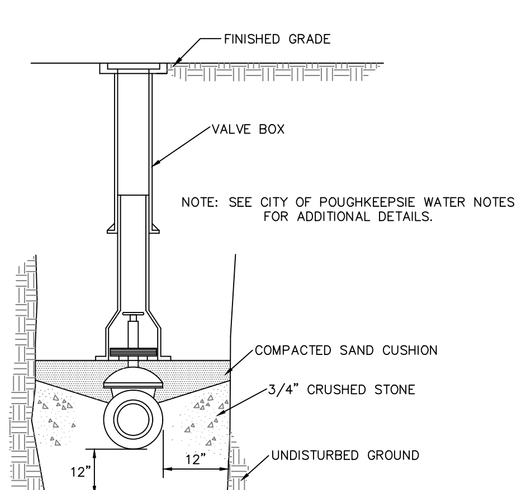
1. DITCH WIDTH SHALL EXTEND A MINIMUM OF ONE AND ONE-HALF FT. FROM THE EDGES OF THE TRENCH.
2. REPLACED BASE MATERIAL OVER TRENCH SHALL BE ITEM 4 COMPACTED IN 12" LIFTS.
3. PIPE BEDDING SHALL BE A MINIMUM OF 6" ABOVE AND BELOW PIPE
4. ALL JOINTS SHALL BE MECHANICALLY SAWED.
5. ALL JOINTS SHALL BE SQUARED 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 DATE: 9-9-04 SCALE: AS NOTED DRAWN BY: ENGINEERING	TRENCH AND PAVEMENT DETAIL	



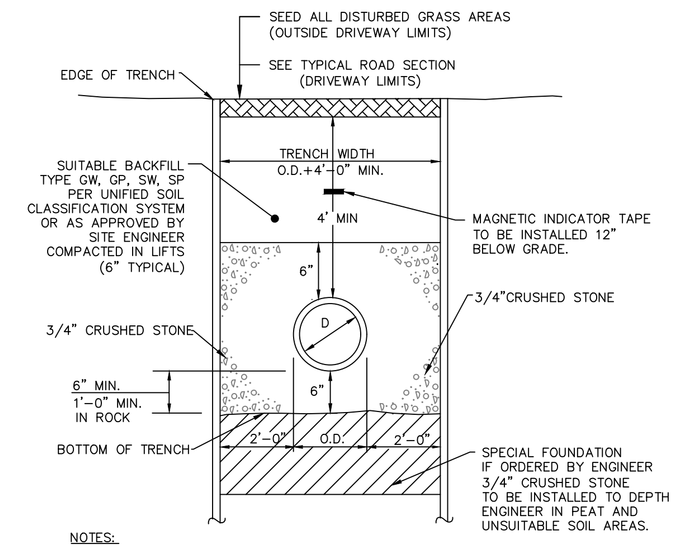
WATER MAIN TRENCH

NOT TO SCALE



VALVE AND VALVE BOX DETAIL

NOT TO SCALE



NOTES:

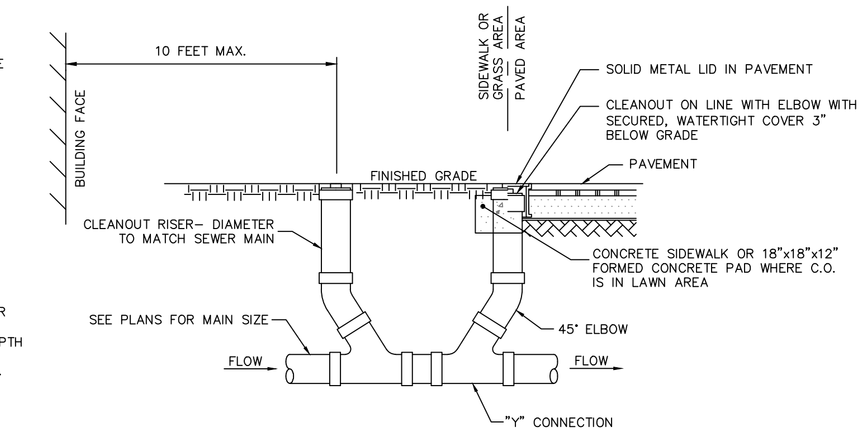
1. IF COVER IS LESS THAN 4 FEET INSULATION IS REQUIRED.

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.

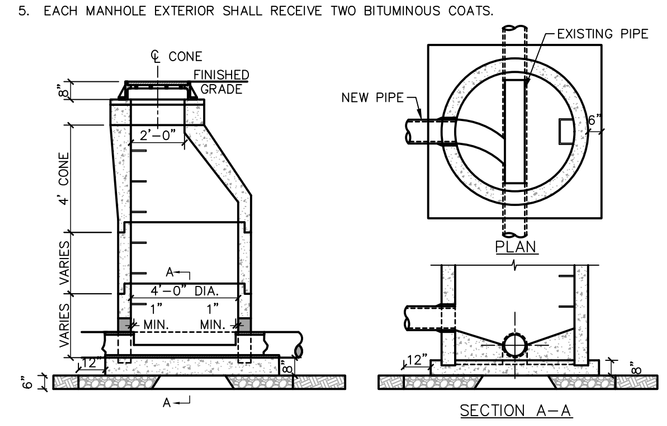


DOUBLE SEWER CLEANOUT DETAIL

NOT TO SCALE

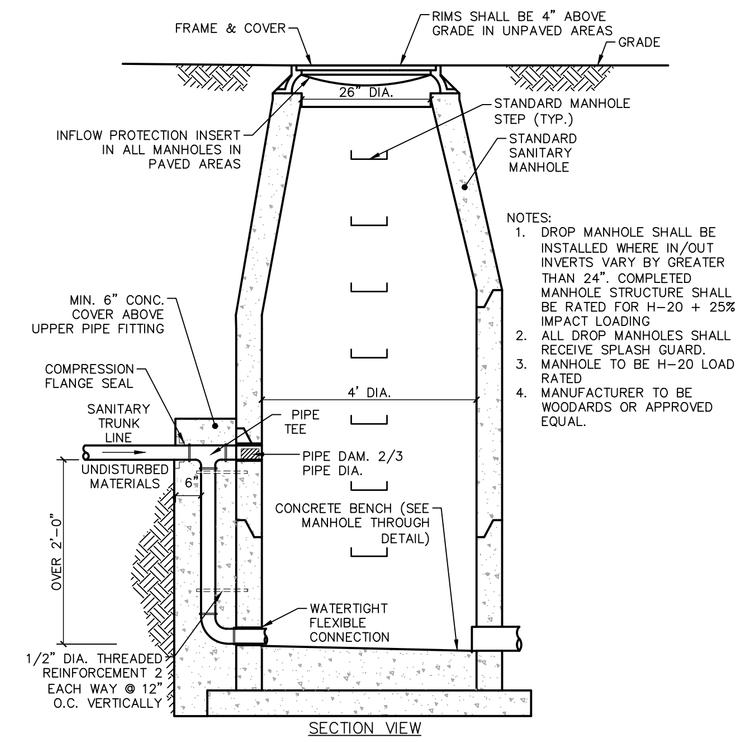
NOTES:

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 · 071915 · LICENSED PROFESSIONAL ENGINEER

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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	

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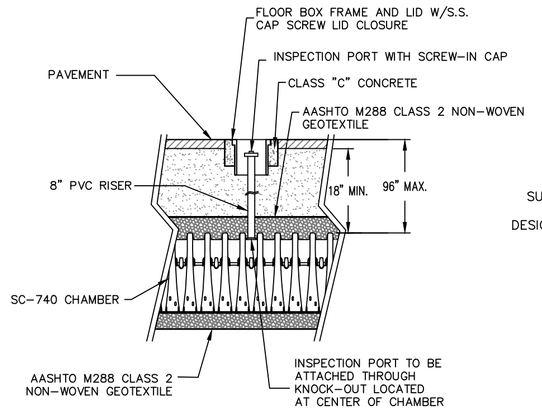
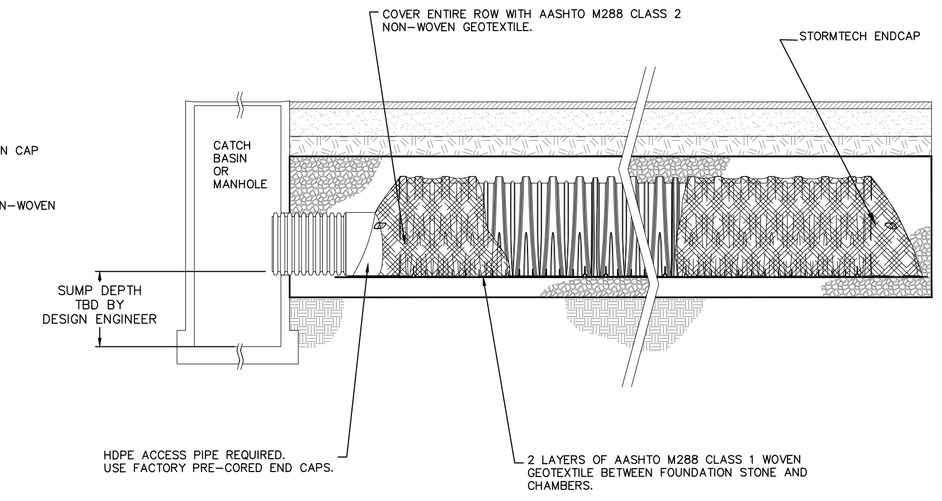


REFER TO PLAN FOR INSPECTION PORT LOCATION ON ISOLATOR ROW.

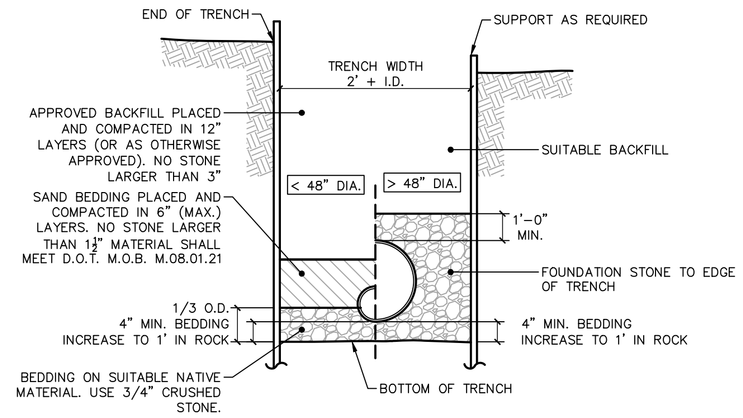
SC-740 INSPECTION PORT DETAIL

NOT TO SCALE



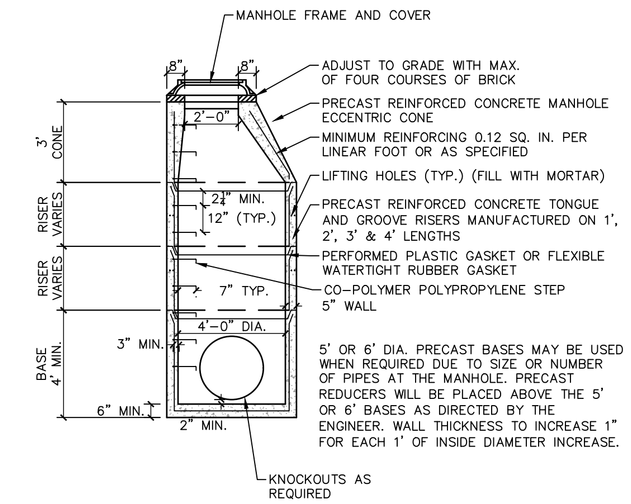
SC-740 ISOLATOR ROW DETAIL

NOT TO SCALE



TYPICAL STORM SEWER TRENCH SECTION DETAIL

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

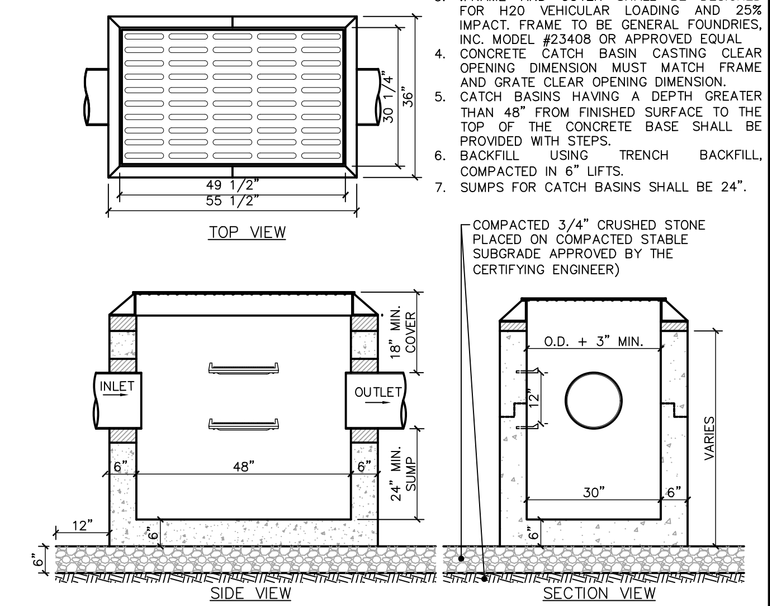


STORM DRAINAGE MANHOLE DETAIL

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

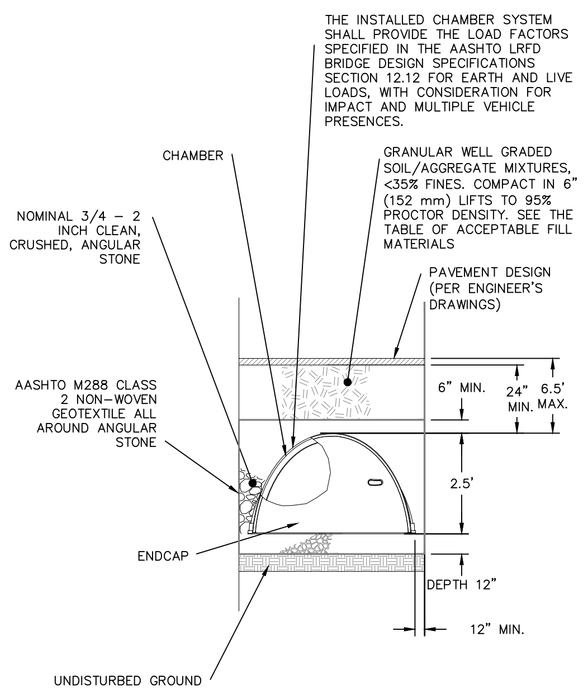
NOTES:

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"



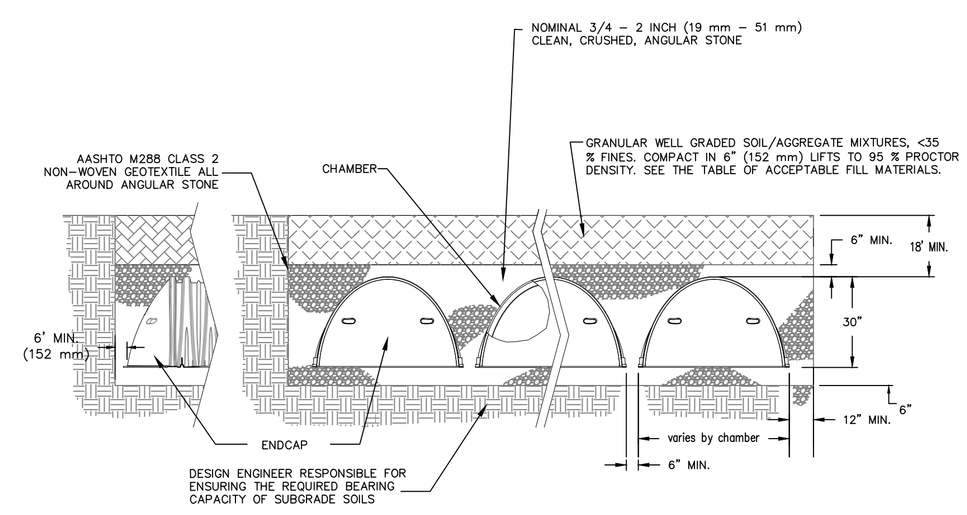
CHAMBER TYPICAL SC 740 CONSTRUCTION SECTION

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.

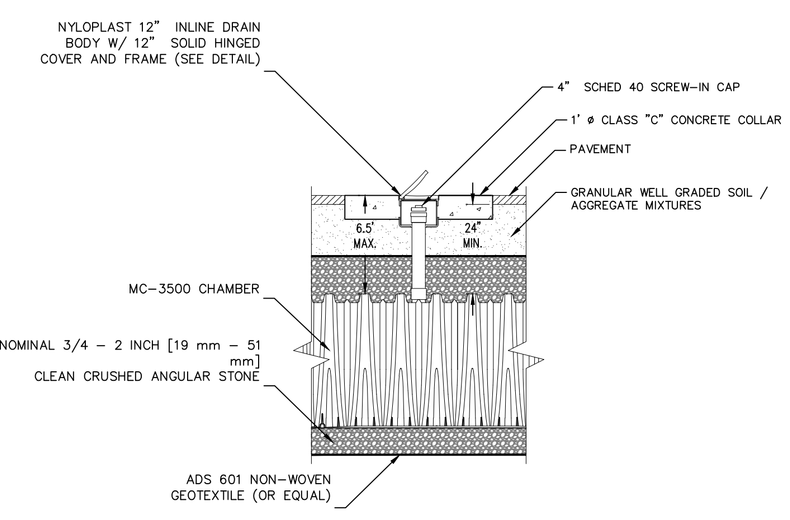


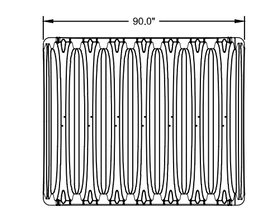
SC 740 CHAMBER TYPICAL CONSTRUCTION SECTION

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



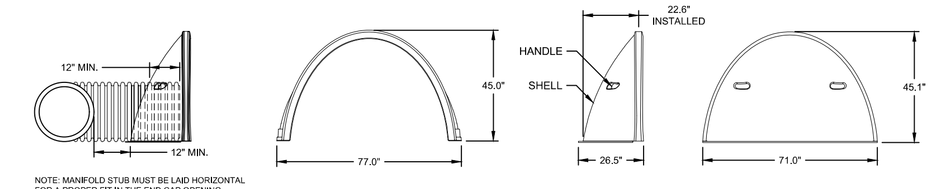


NOMINAL MC-3500 CHAMBER SPECIFICATIONS

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.

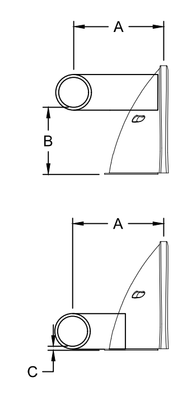
NOMINAL MC-3500 END CAP SPECIFICATIONS

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.



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN THE END CAP OPENING.

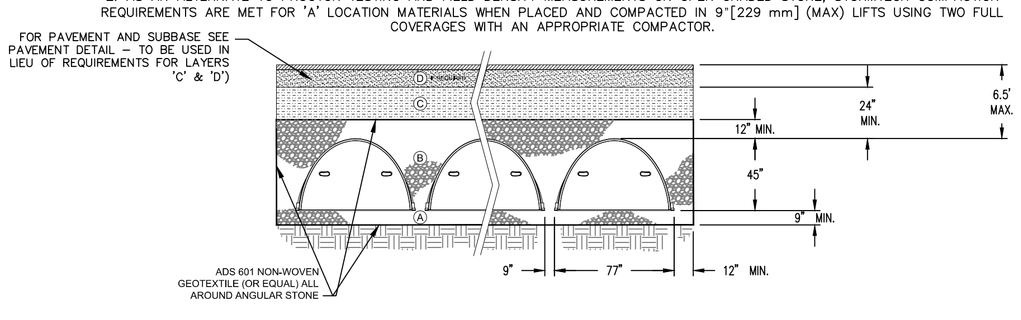
HEADER PIPE TO VARY - SEE PLANS

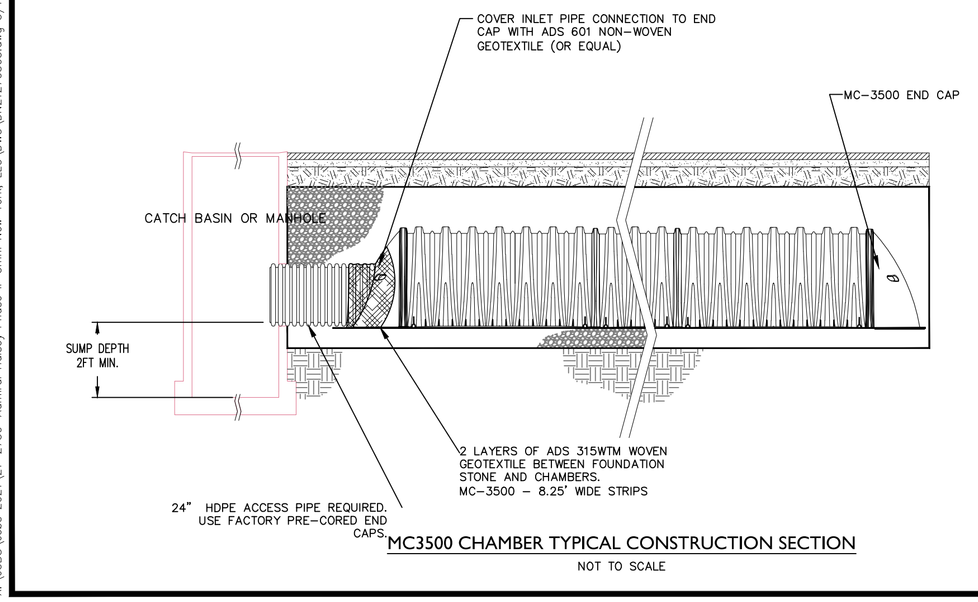


PART NUMBERS ENDING WITH "B" ARE FOR STUBS AT BOTTOM OF END CAP.
PART NUMBERS ENDING WITH "T" ARE FOR STUBS AT TOP OF END CAP.

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"

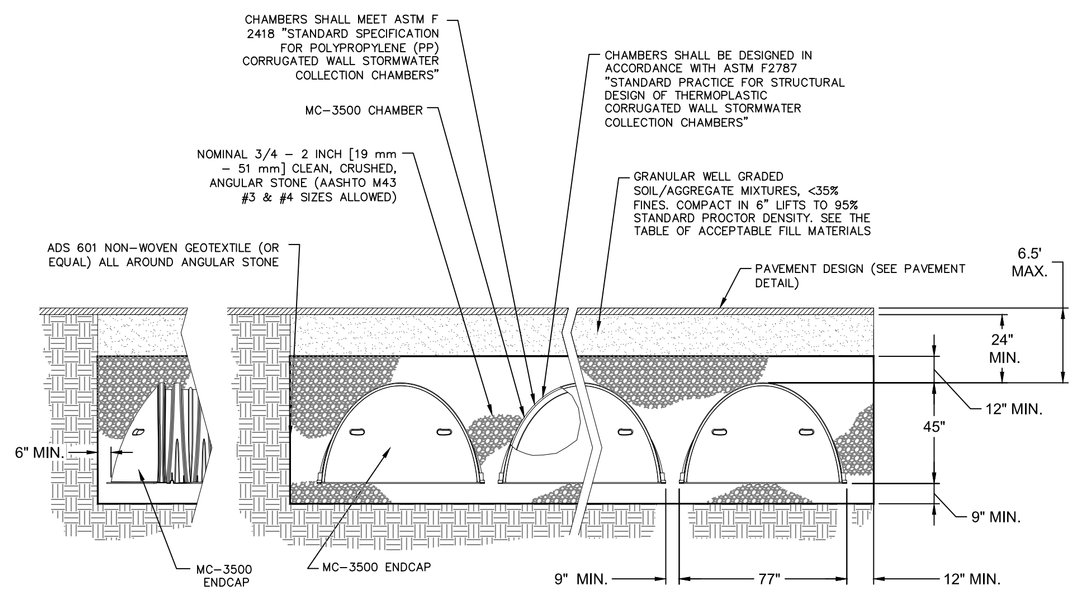
NOTE: ALL DIMENSIONS ARE NOMINAL





MC3500 CHAMBER TYPICAL CONSTRUCTION SECTION

NOT TO SCALE



MC3500 CHAMBER TYPICAL CONSTRUCTION SECTION

NOT TO SCALE

#	Date	Description
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STORMWATER DETAILS

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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		

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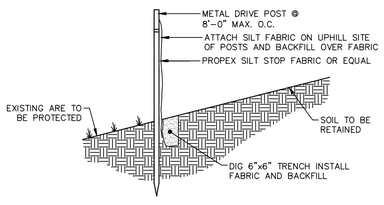
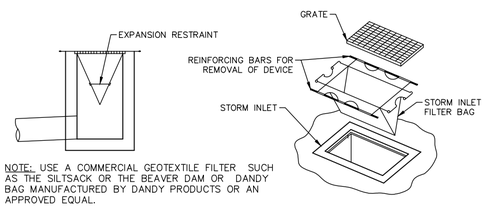


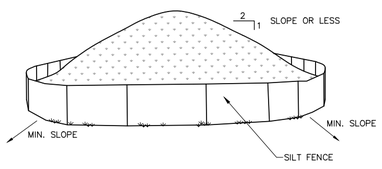
NOTE: FOR SLOPES > 5:1; PERPENDICULAR WINGS PLACED EVERY 100'
FOR SLOPES > 3:1 TO 5:1; PERPENDICULAR WINGS PLACED EVERY 75'
FOR SLOPES > 2:1 TO 3:1; PERPENDICULAR WINGS PLACED EVERY 50'

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



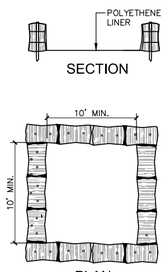
NOTE: USE A COMMERCIAL GEOTEXTILE FILTER SUCH AS THE SILTSACK OR THE BEAVER DAM OR DANDY BAG MANUFACTURED BY DANDY PRODUCTS OR AN APPROVED EQUAL.

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



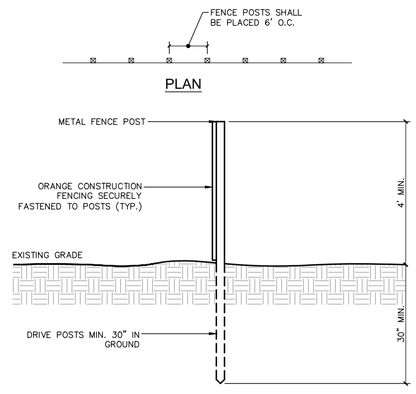
NOTES:
1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
2. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1V:2H.
3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
4. SEE SPECIFICATIONS FOR INSTALLATION OF SILT FENCE.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

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

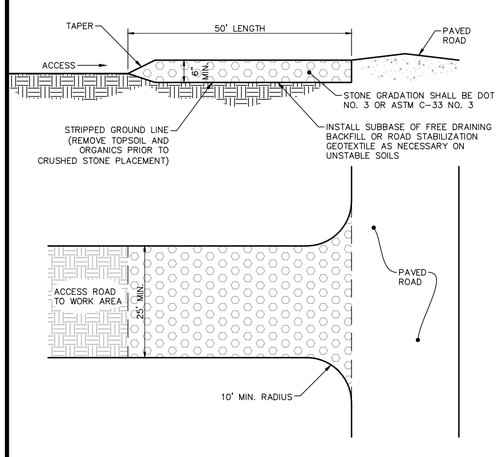


NOTES:
1. CONCRETE WASHOUT SIGN TO BE INSTALLED WITHIN 30 FEET OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
2. REMOVE HARDENED CONCRETE WHEN WITHIN 4" FROM TOP OF STRUCTURE.
3. CONSTRUCT NEW FACILITIES ONCE CURRENT FACILITIES ARE TWO-THIRDS FULL. IF CONCRETE HAS NOT HARDENED CONSTRUCT NEW FACILITIES ONCE 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.

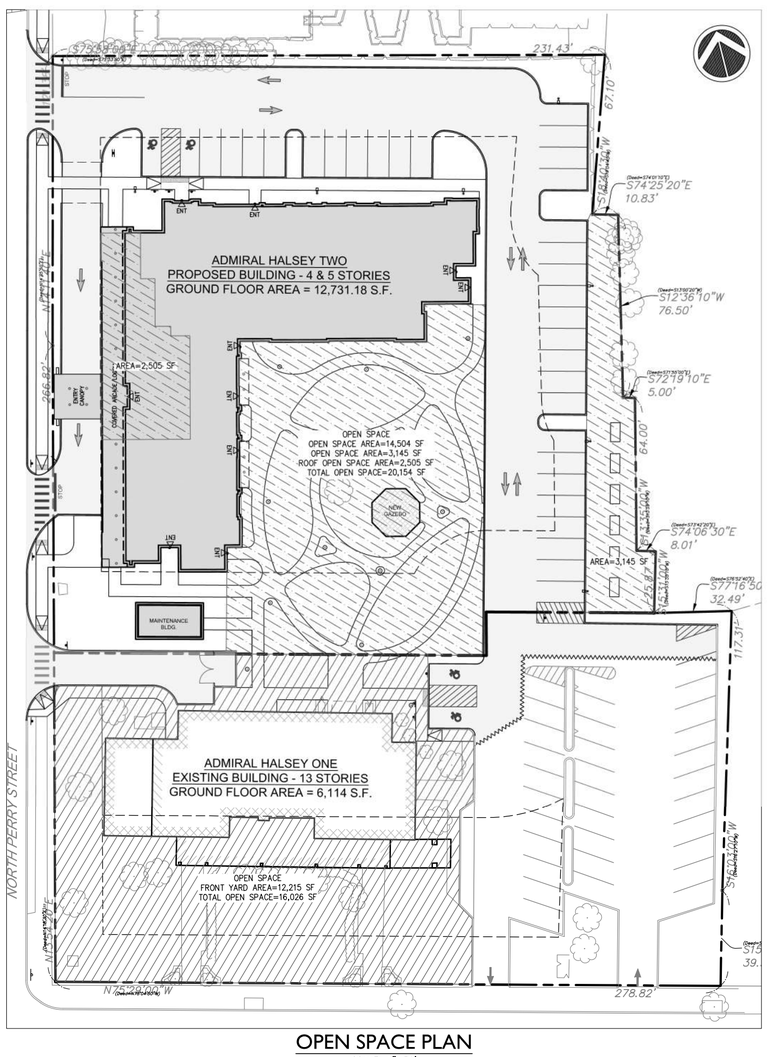
4 ABOVE GROUND TEMPORARY CONCRETE/VEHICLE WASHOUT FACILITY DETAIL
SCALE: 1/8" = 1'-0"



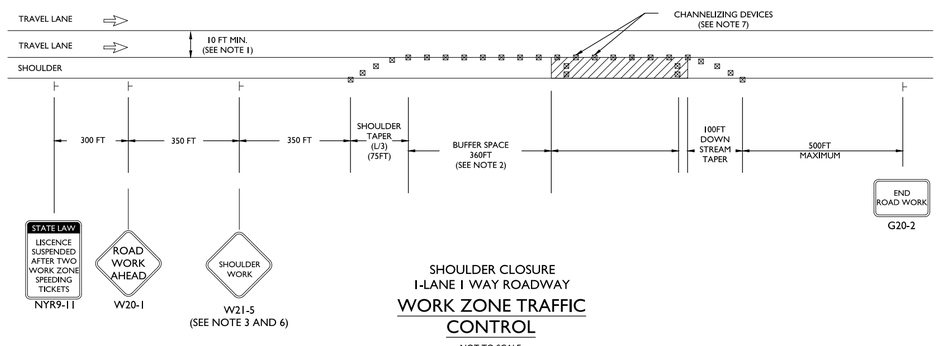
5 ORANGE CONSTRUCTION FENCE DETAIL
SCALE: 1/2" = 1'-0"



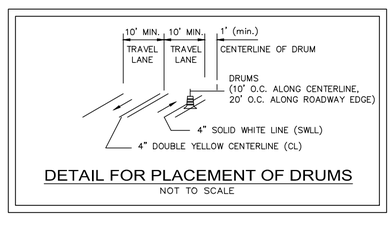
6 CONSTRUCTION ENTRANCE DETAIL
SCALE: 1/16" = 1'-0"



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

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

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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
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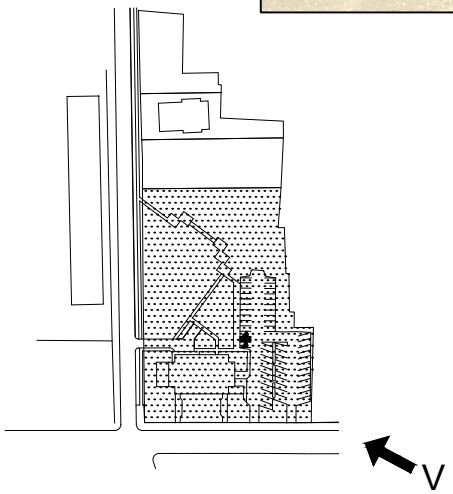

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PROJECT NAME:
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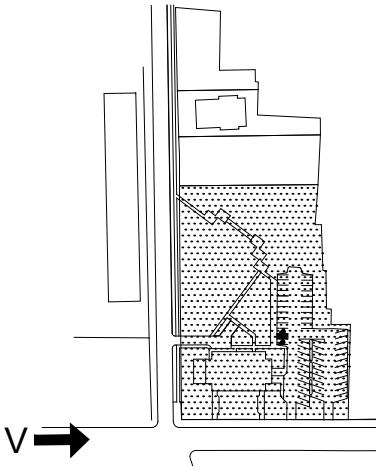
135 MAIN STREET
POUGHKEEPSIE, NY 12601

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-01



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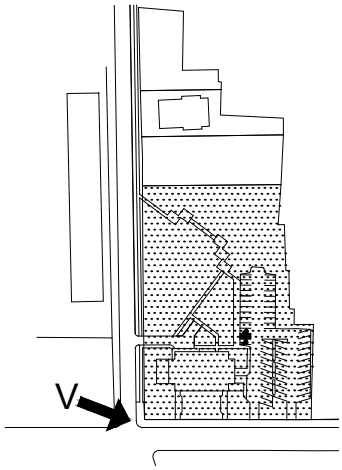
SP-02



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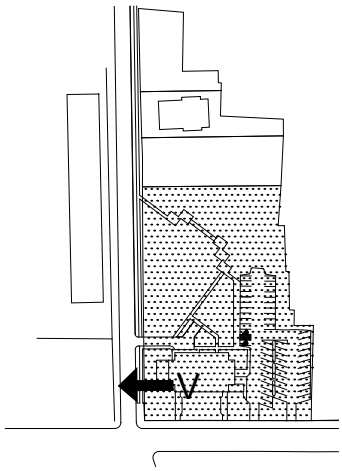

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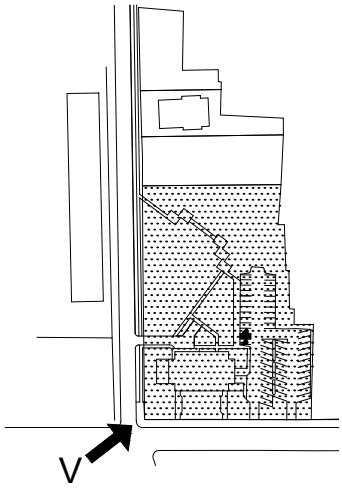
SP-04



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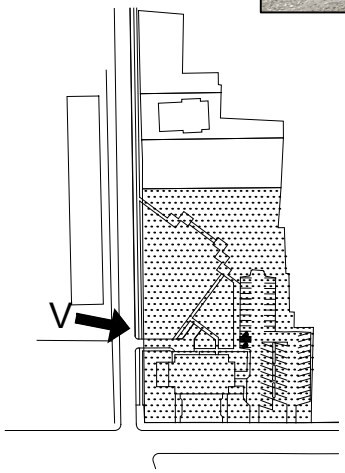
SP-05



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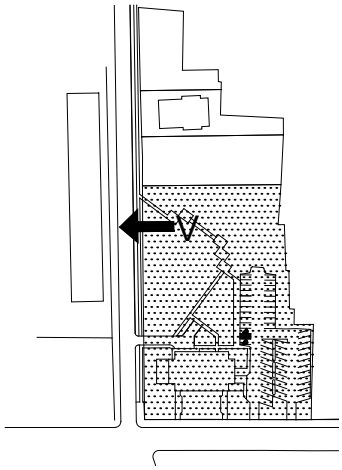
SP-06



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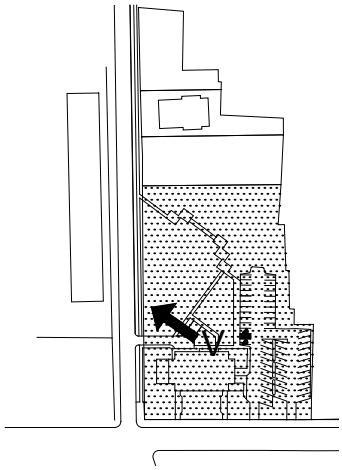

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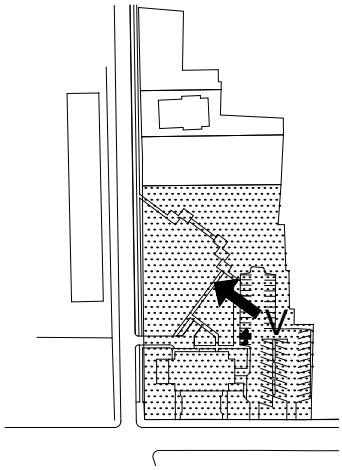

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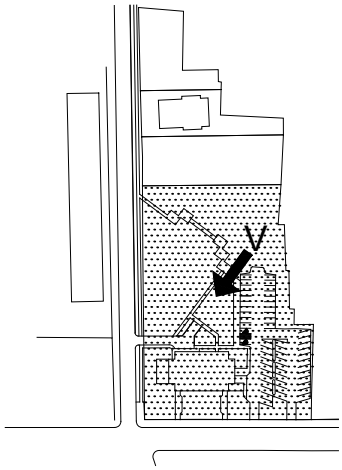

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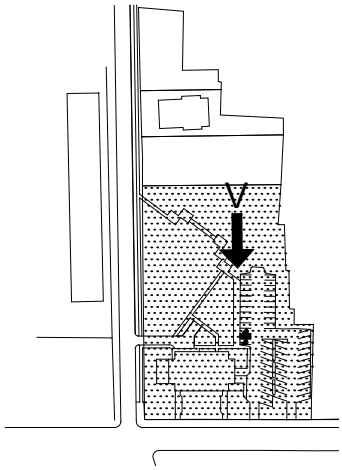
SP-10



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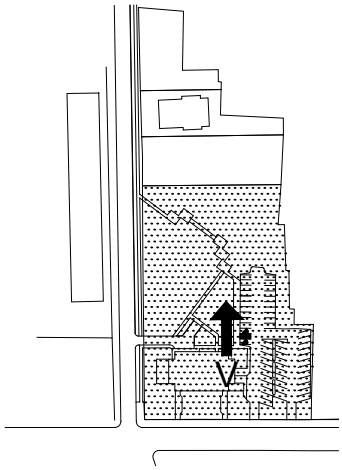
SP-11



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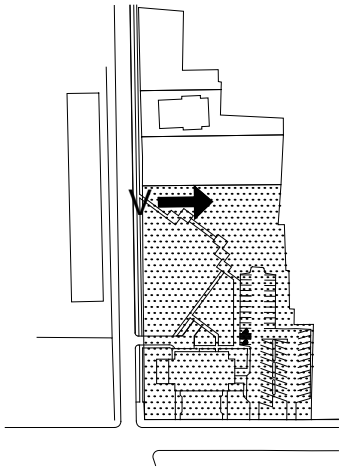
SP-12



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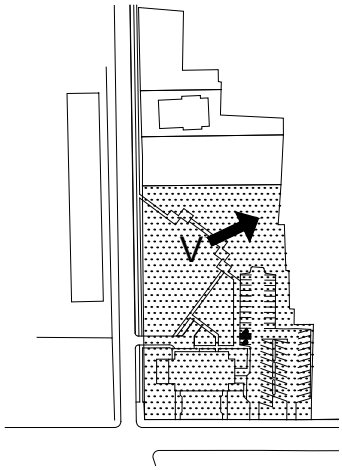
SP-13



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SITE CONDITIONS PHOTO

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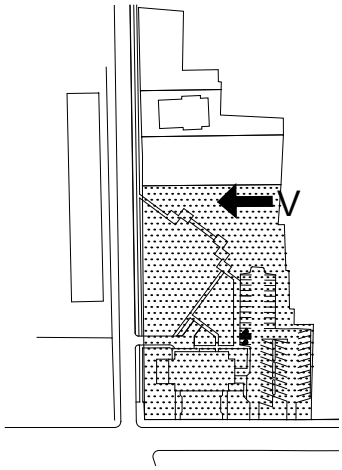
SP-14



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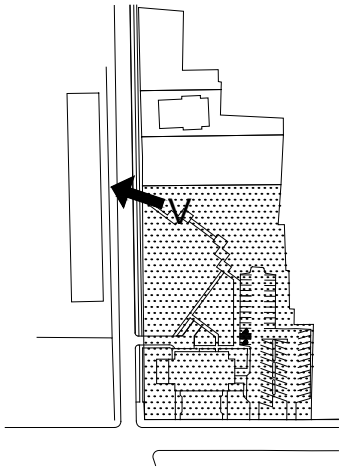
SP-15



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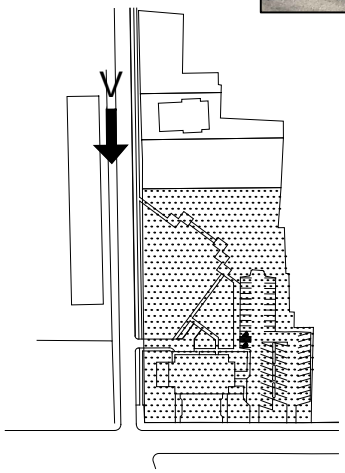
Project number: 1629.20

SP-16



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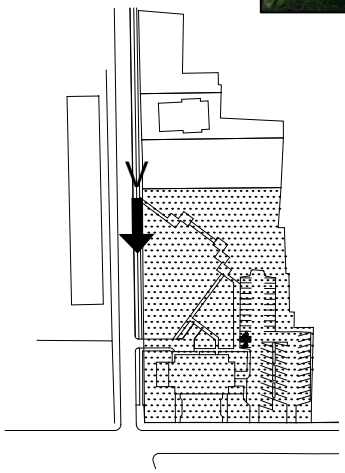
OMNI NEW YORK
909 THIRD AVE., 21ST FLR.
NEW YORK CITY, NY 10022

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

SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-17



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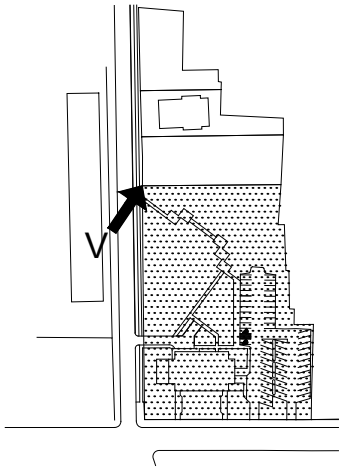
SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-18



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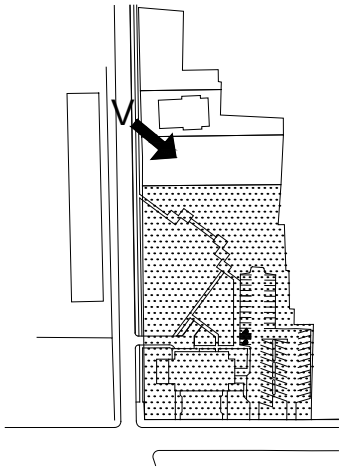
SITE CONDITIONS PHOTO

Date: 17 December, 2021
Project number: 1629.20

SP-19



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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

PROJECT TITLE:

ADMIRAL HALSEY II

PROJECT ADDRESS:

135 MAIN STREET
POUGHKEEPSIE, NY 12601

CLIENT:

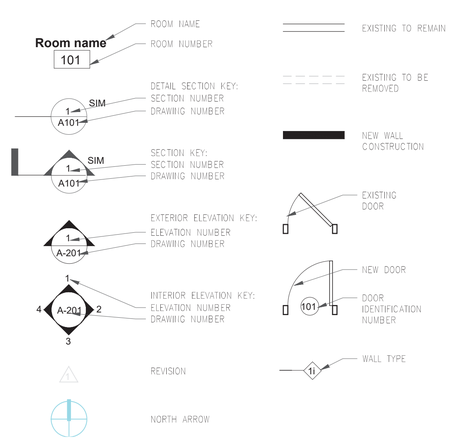
OMNI NEW YORK
909 THIRD AVE., 21ST FLOOR
NEW YORK CITY, NY 10022

ABBREVIATIONS

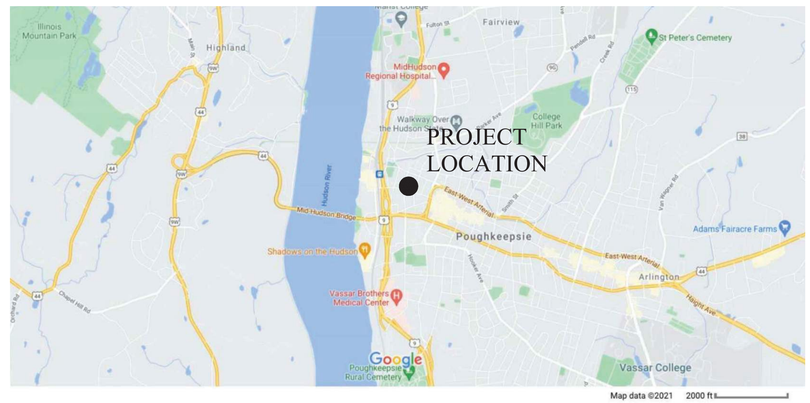
A	ACOUST.	ACOUSTICAL
	A.C.T.	ACOUSTICAL CEILING TILE
	A.F.F.	ABOVE FINISHED FLOOR
	ALUM.	ALUMINUM
	ANOD.	ANODIZED
	APPROX.	APPROXIMATE
	AVG.	AVERAGE
B	B.O.	BOTTOM OF
	BLDG.	BUILDING
	BLK'G.	BLOCKING
	BRG.	BEARING
C	CAB.	CABINET
	CLG.	CEILING
	C.J.	CONTROL JOINT
	C.L.	CENTER LINE
	CLOS.	CLOSET
	CLR.	CLEAR
	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

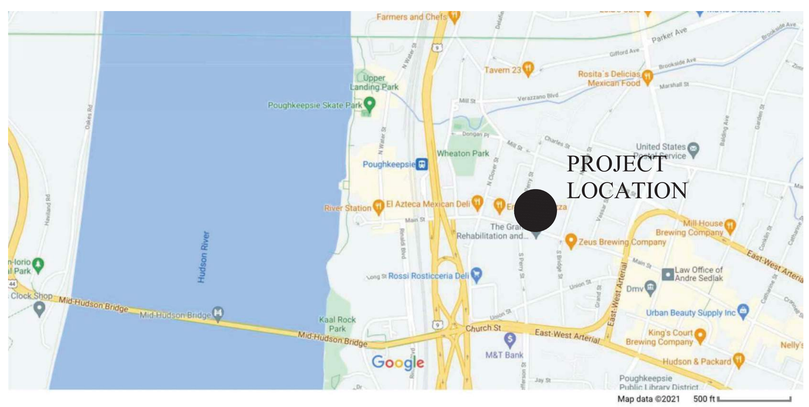
SITE DATA

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

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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'

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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

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12/1/2021 10:12:03 AM

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

0' 4' 8' 16'

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

0' 4' 8' 16'

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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

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12/1/2021 10:12:22 AM

2 SITE SECTION: WEST ELEVATION
NOT TO SCALE

1 SITE SECTION: SOUTH ELEVATION
NOT TO SCALE

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CLIENT NAME:

Omni New York

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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

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3/24/2022 11:42:22 AM

2 SITE SECTION: EAST ELEVATION
NOT TO SCALE

1 SITE SECTION: NORTH ELEVATION
NOT TO SCALE

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PROJECT NAME:
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POUGHKEEPSIE, NEW YORK 12601

REGISTERED ARCHITECT STEVEN TINKELMAN 18526 STATE OF NEW YORK

EAST SITE SECTION
NORTH SITE SECTION

Date: 2022.03.01
Project number: Y1629

PZ-106

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3/24/2022 11:42:45 AM

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

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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

WITNESSETH:

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

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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

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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,

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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

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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

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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

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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.

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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.

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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

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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.

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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.

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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.

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(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

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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

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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

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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;

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(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

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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

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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

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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

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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

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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

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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.

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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

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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

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SCHEDULE A

DESCRIPTION OF PREMISES

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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.

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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.

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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

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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

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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

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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: _____

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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

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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

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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 : ~~0~~ 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

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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

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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:
#711	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,

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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.

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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.

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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.

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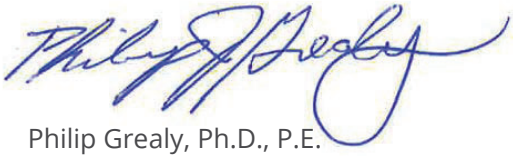
6. Summary and Conclusions

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

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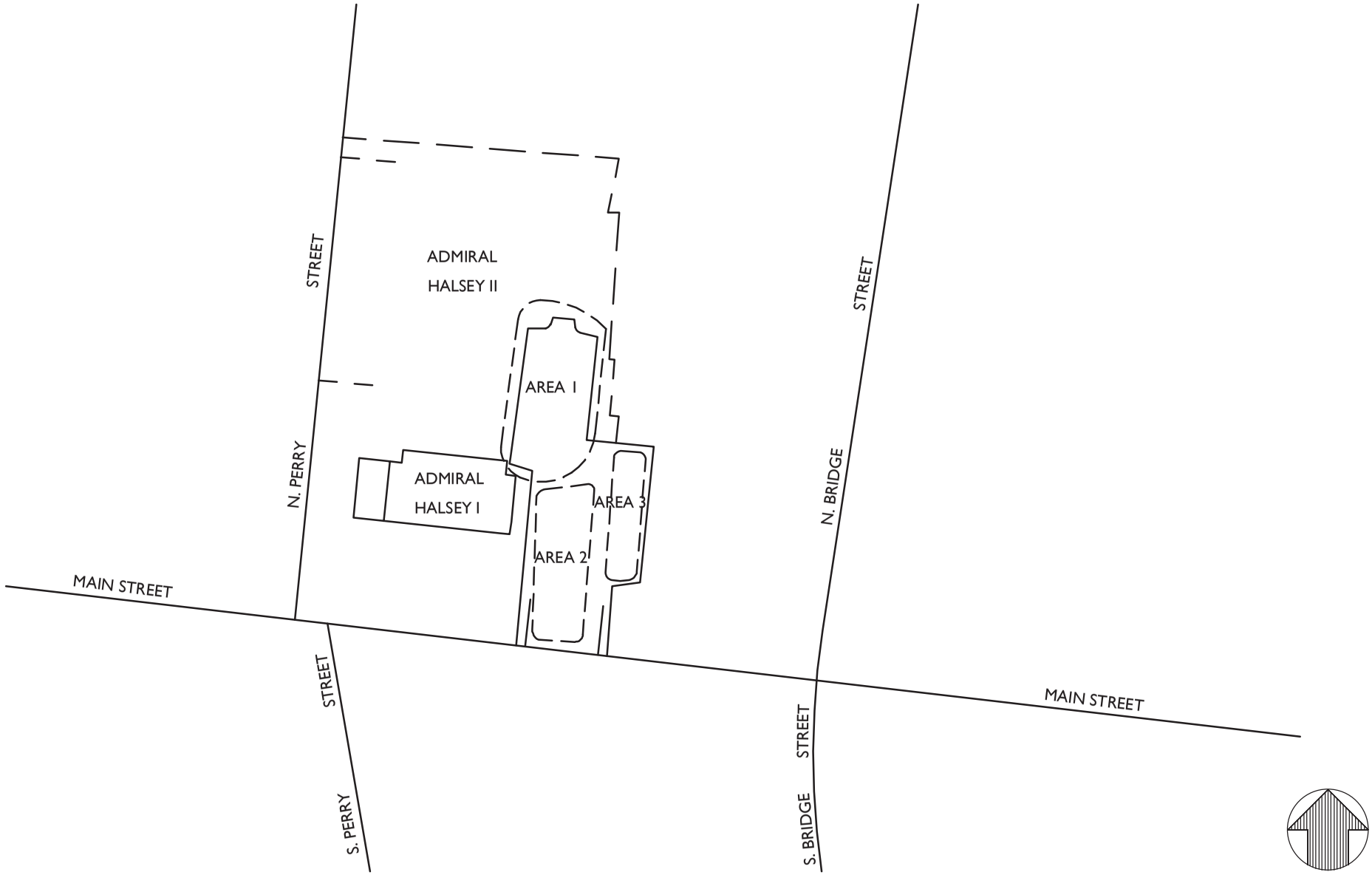
Admiral Halsey II

Appendix A | Site Location & Parking Area Map



NOTE: LINE DIAGRAM NOT TO SCALE

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Doing Business as MASER CONSULTING

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ADMIRAL HALSEY II

CITY OF POUGHKEEPSIE
DUTCHESS COUNTY
NEW YORK

811 Know what's below. Call before you dig.

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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

Colliers Engineering & Design

Admiral Halsey II

Appendix B | Tables

Colliers Engineering & Design

Table No. 1

Summary of Hourly Occupied Parking Observations

Admiral Halsey I City of Poughkeepsie, NY	Spaces Occupied By Time Of Day		
	10:00 AM	3:00 PM	7:00 PM
Existing Parking Lot Capacity **(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 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 **(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.

TABLE P-3

SUMMARY OF ADMIRAL HALSEY PARKING SPACE UTILIZATION (WEEKEND SAT CONDITIONS)

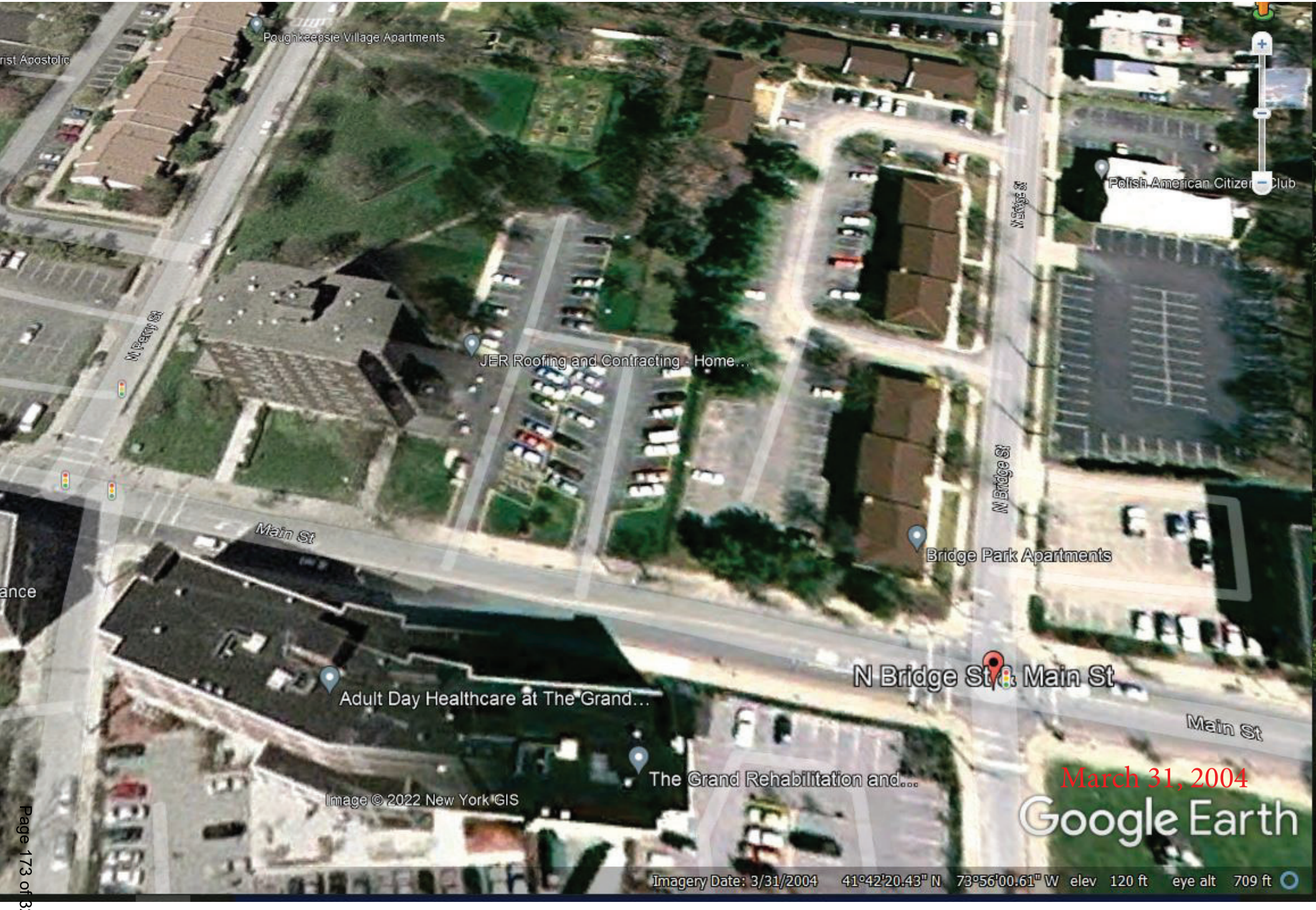
JOB # 22003478A
LOCATION: POUGHKEEPSIE, NY
DAY: SATURDAY
DATE: 04/09/22
TIME: 10:00 AM - 1:00 PM

		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**

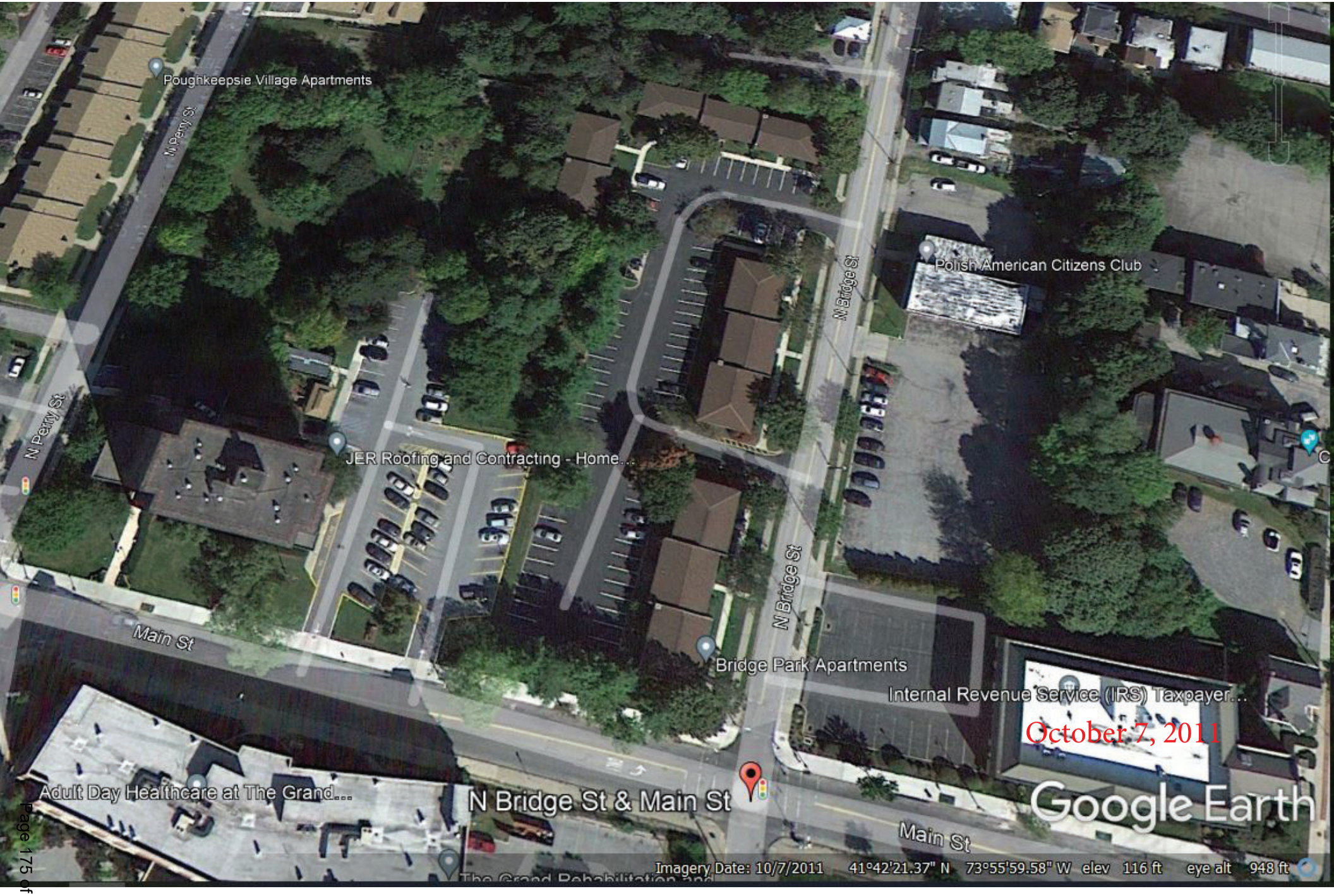
(1) PARKING AREAS SHOWING SPACES AVAILABLE DURING EACH TIME INTERVAL BY AREA AND FOR OVERALL AREA. SEE FIGURE 1A FOR IDENTIFICATION OF EACH AREA.

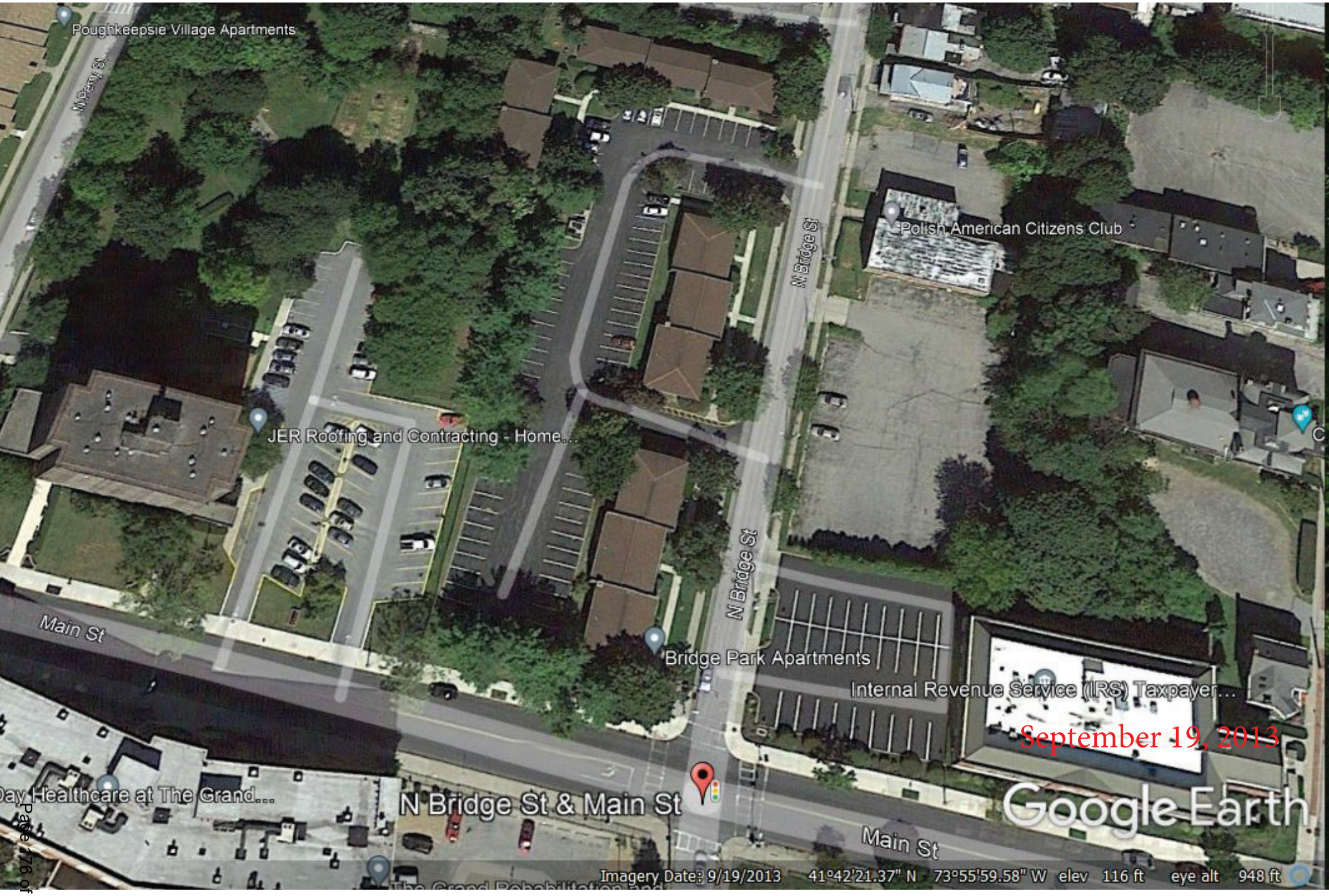
Admiral Halsey II

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...
Polish American Citizens Club
N Bridge St
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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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
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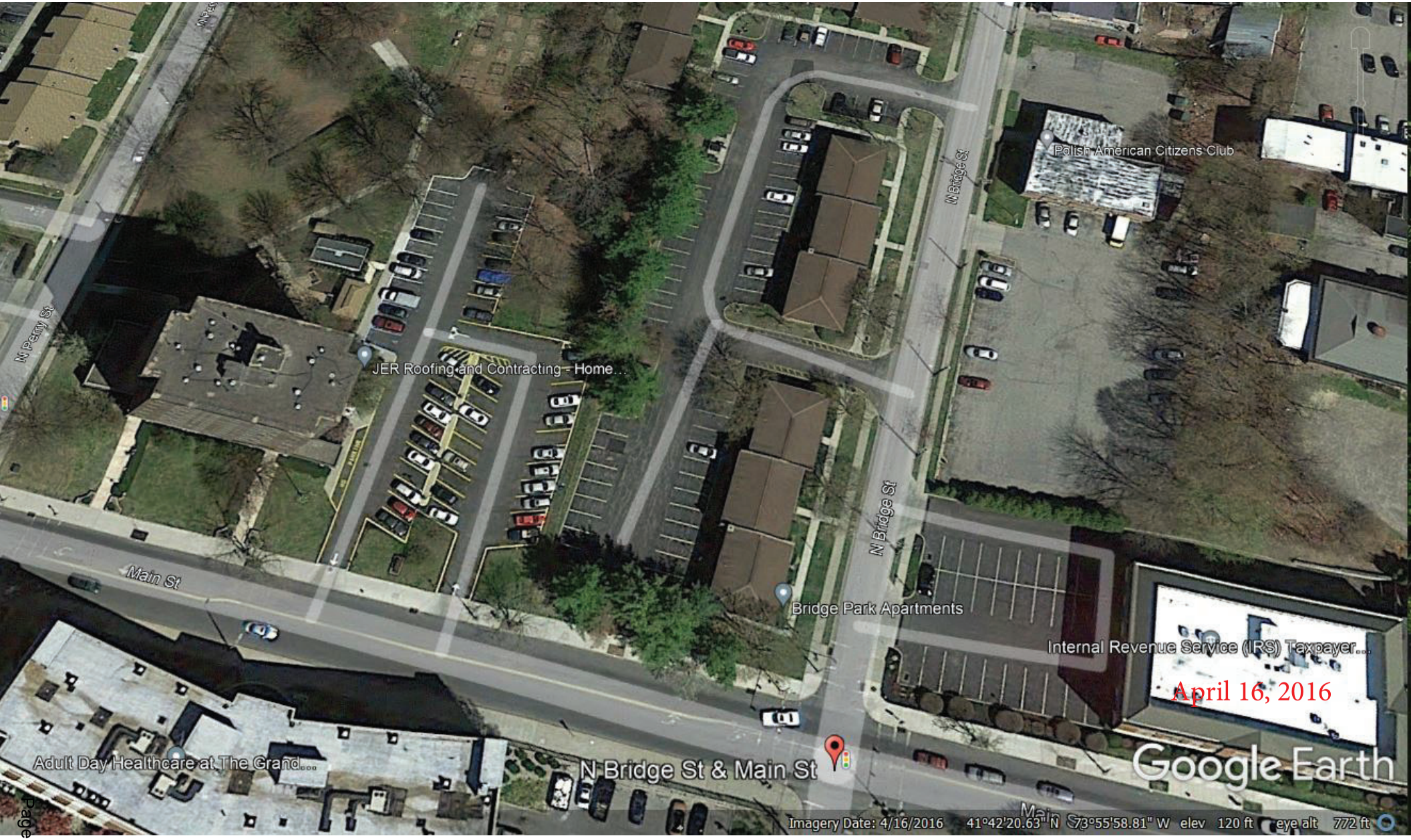
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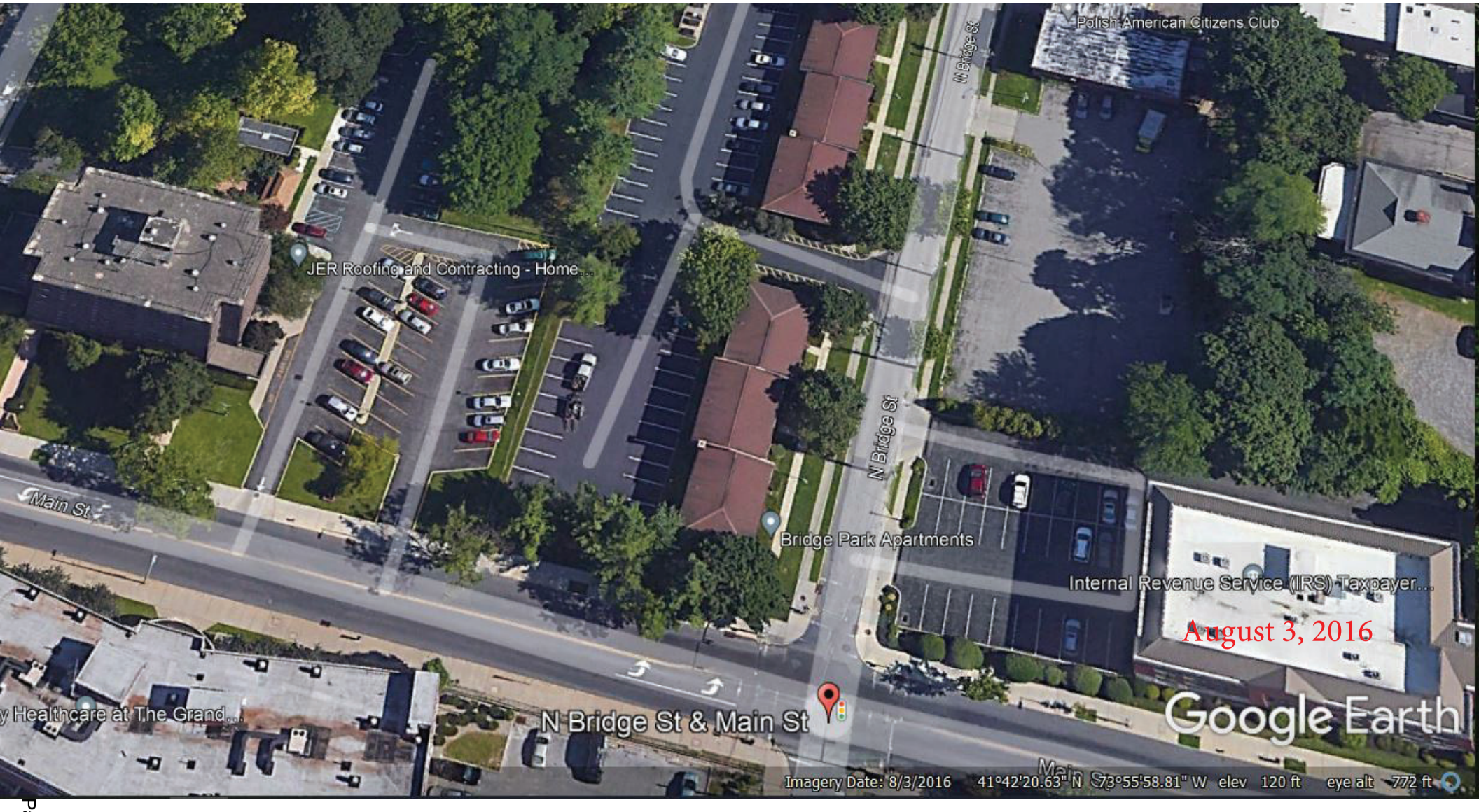
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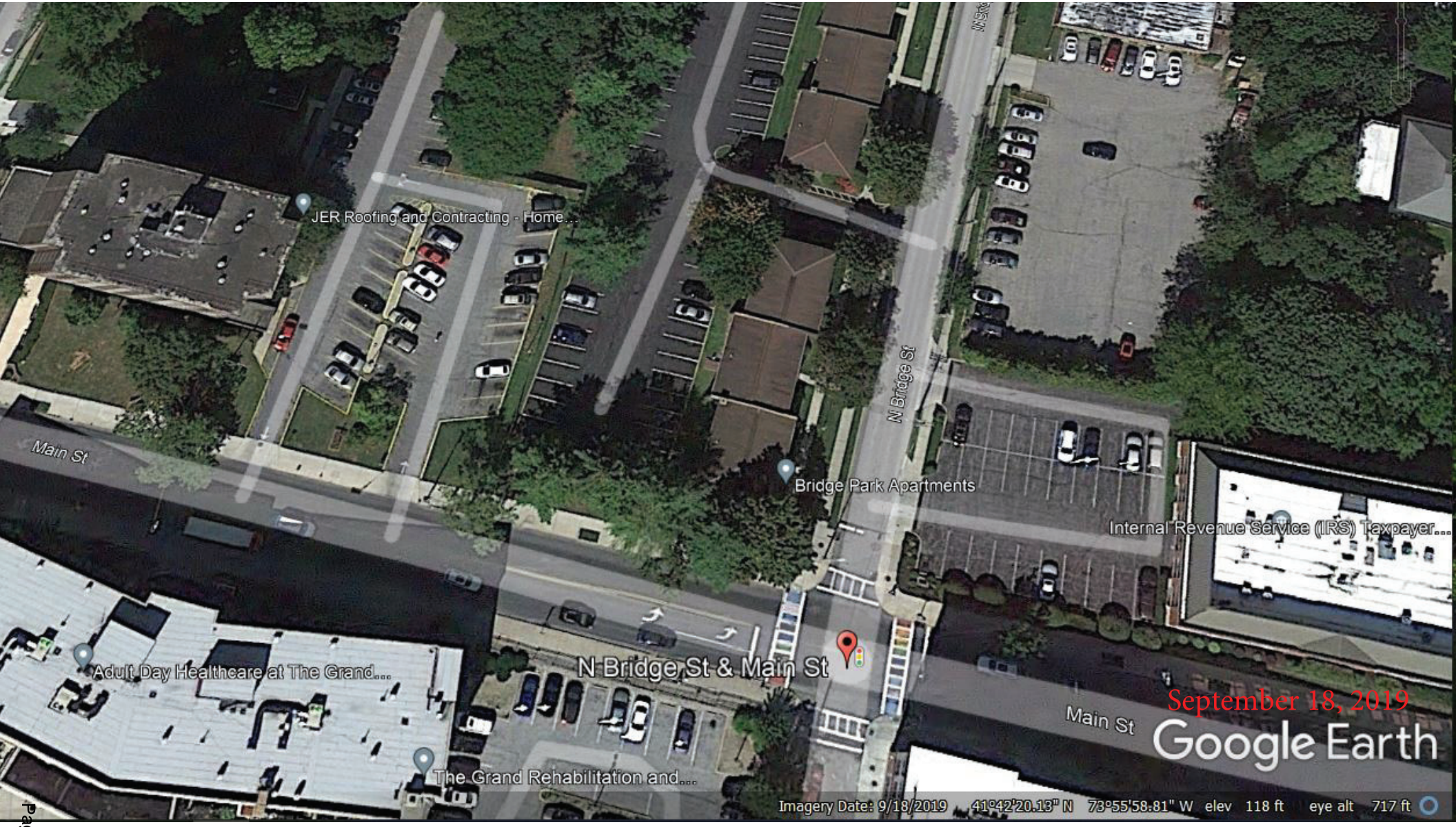
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Google Earth
Imagery Date: 9/18/2019 41°42'20.13" N 73°55'58.81" W elev 118 ft eye alt 717 ft

Aerial Viewer | Dutchess County NY

135 MAIN ST

- 2016 CIR
- 2015 NAIP
- 2014 TC
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- 2011 NAIP
- 2009 TC
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- 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

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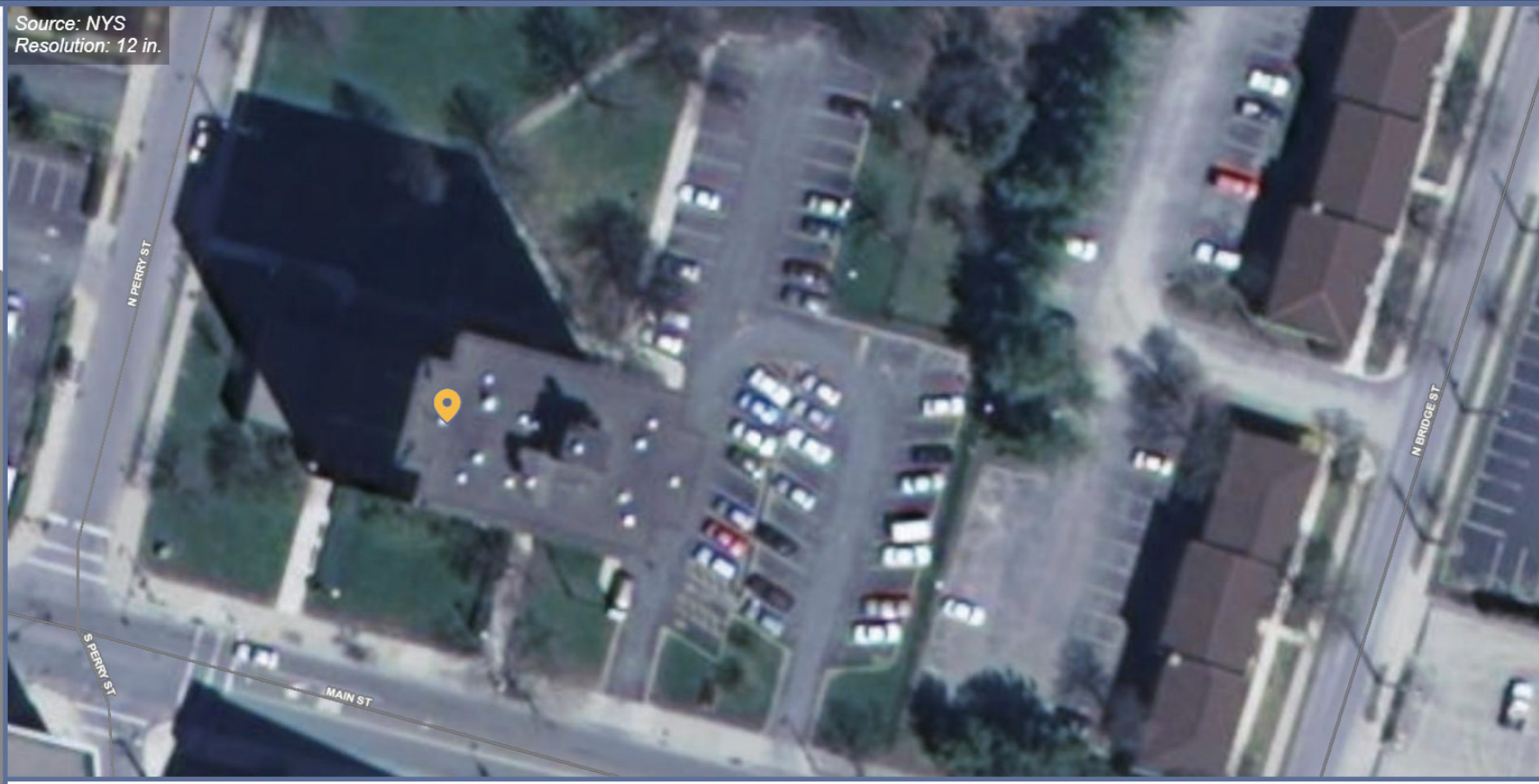

Aerial Viewer | Dutchess County NY

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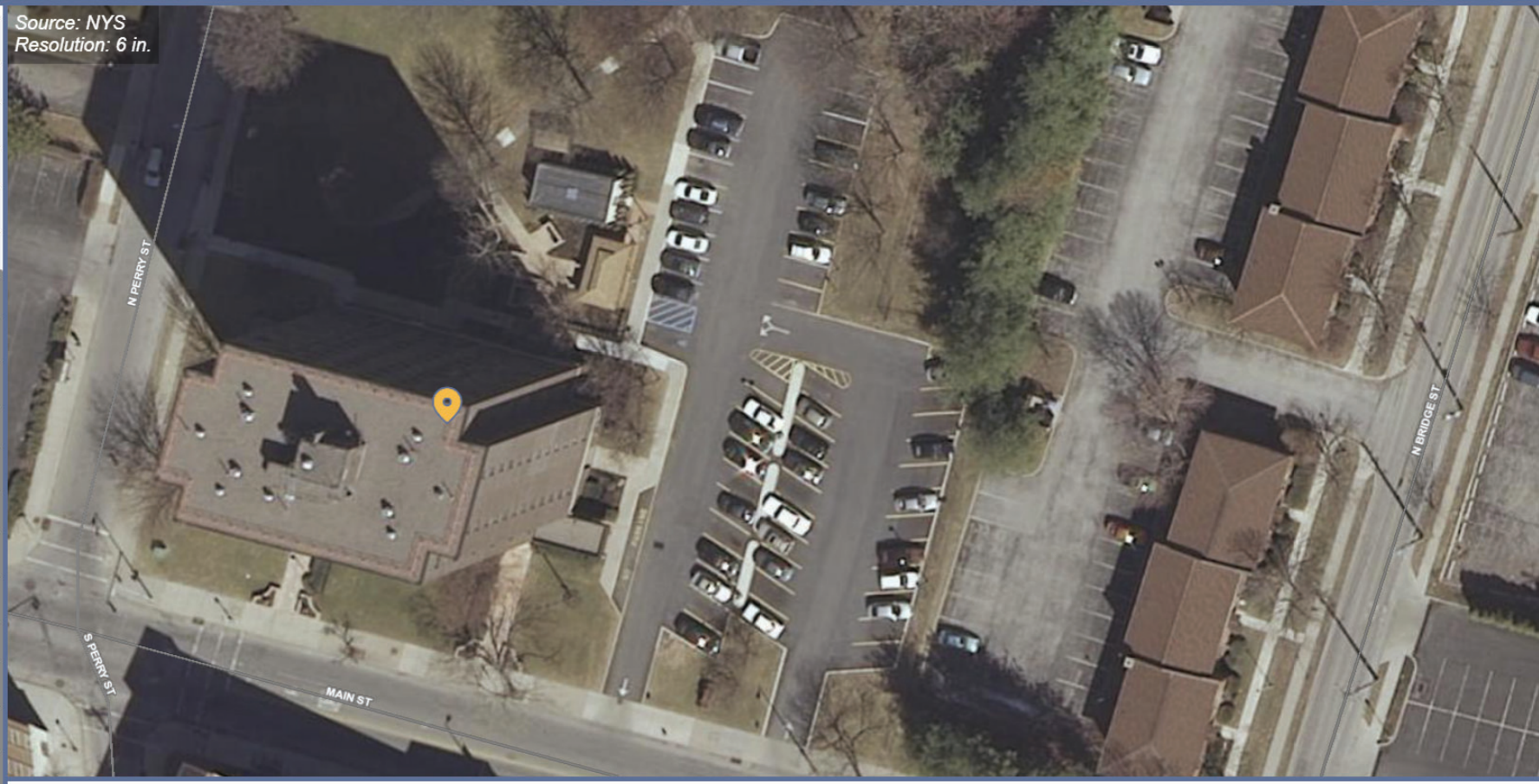

Aerial Viewer | Dutchess County NY

135 MAIN ST

Flights

- 2021 TC
- 2021 CIR
- 2020 TC
- 2020 CIR
- 2019 NAIP
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- **2013 TC**
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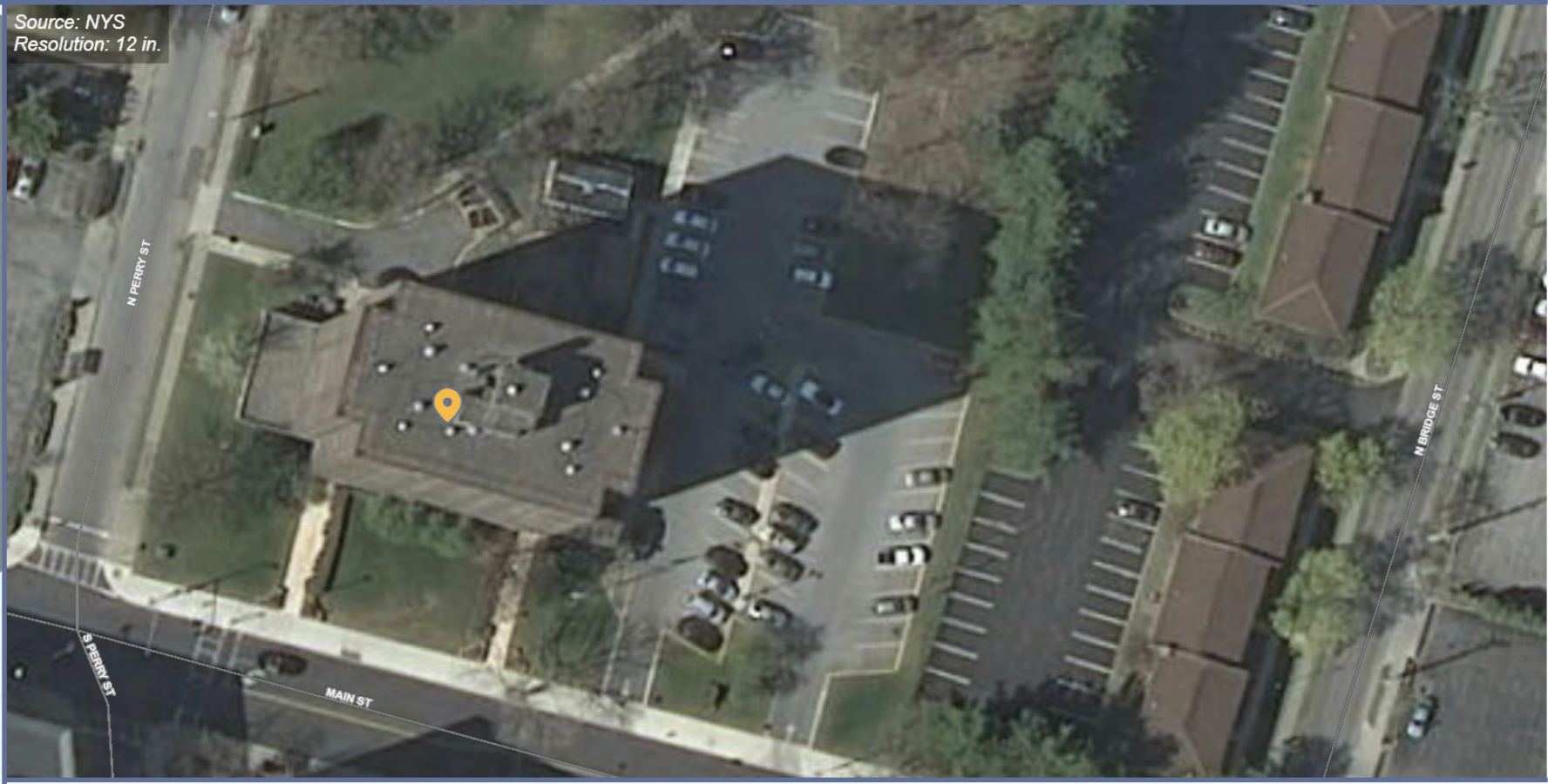

Aerial Viewer | Dutchess County NY

135 MAIN ST

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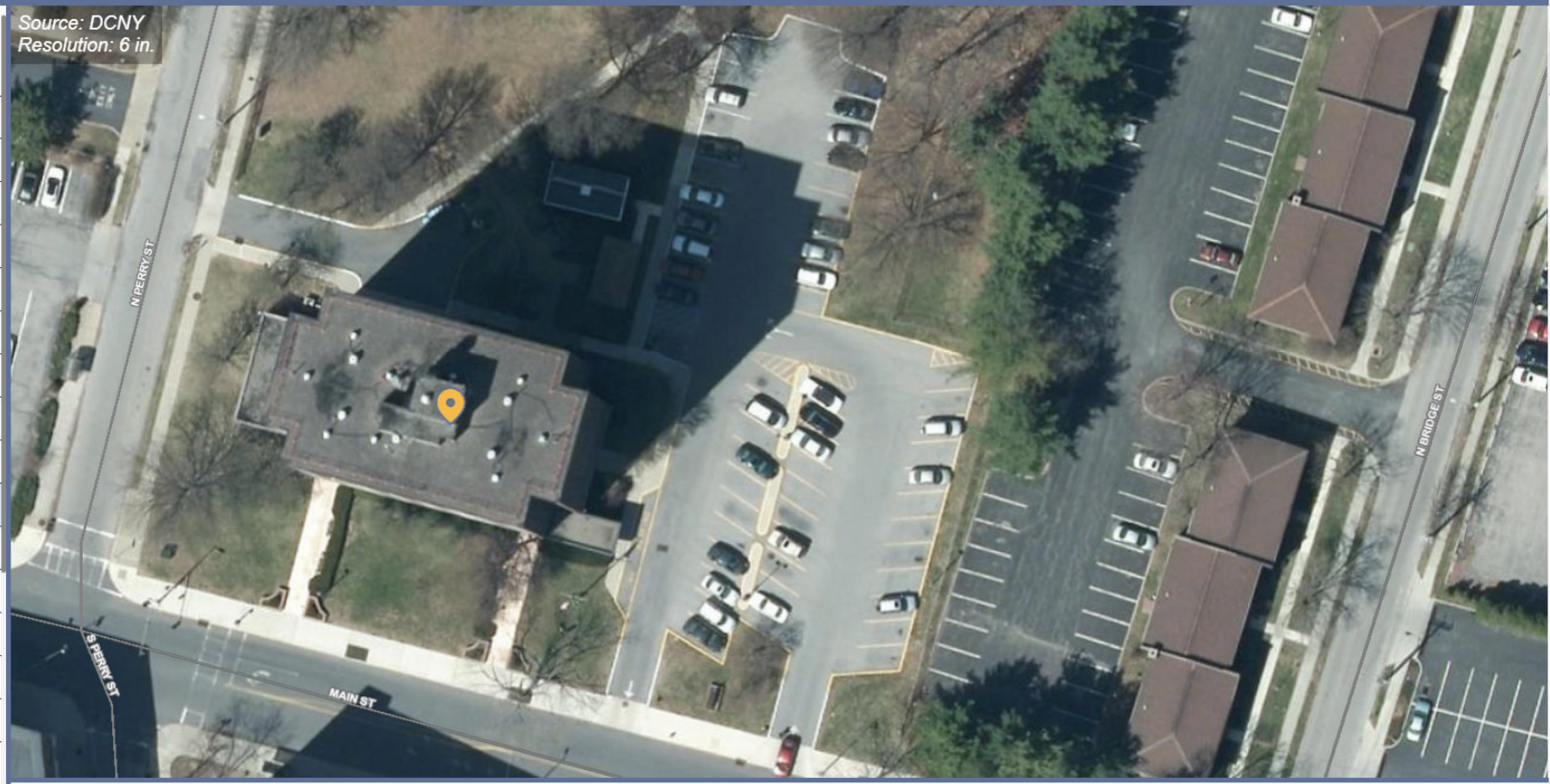

Aerial Viewer | Dutchess County NY

135 MAIN ST

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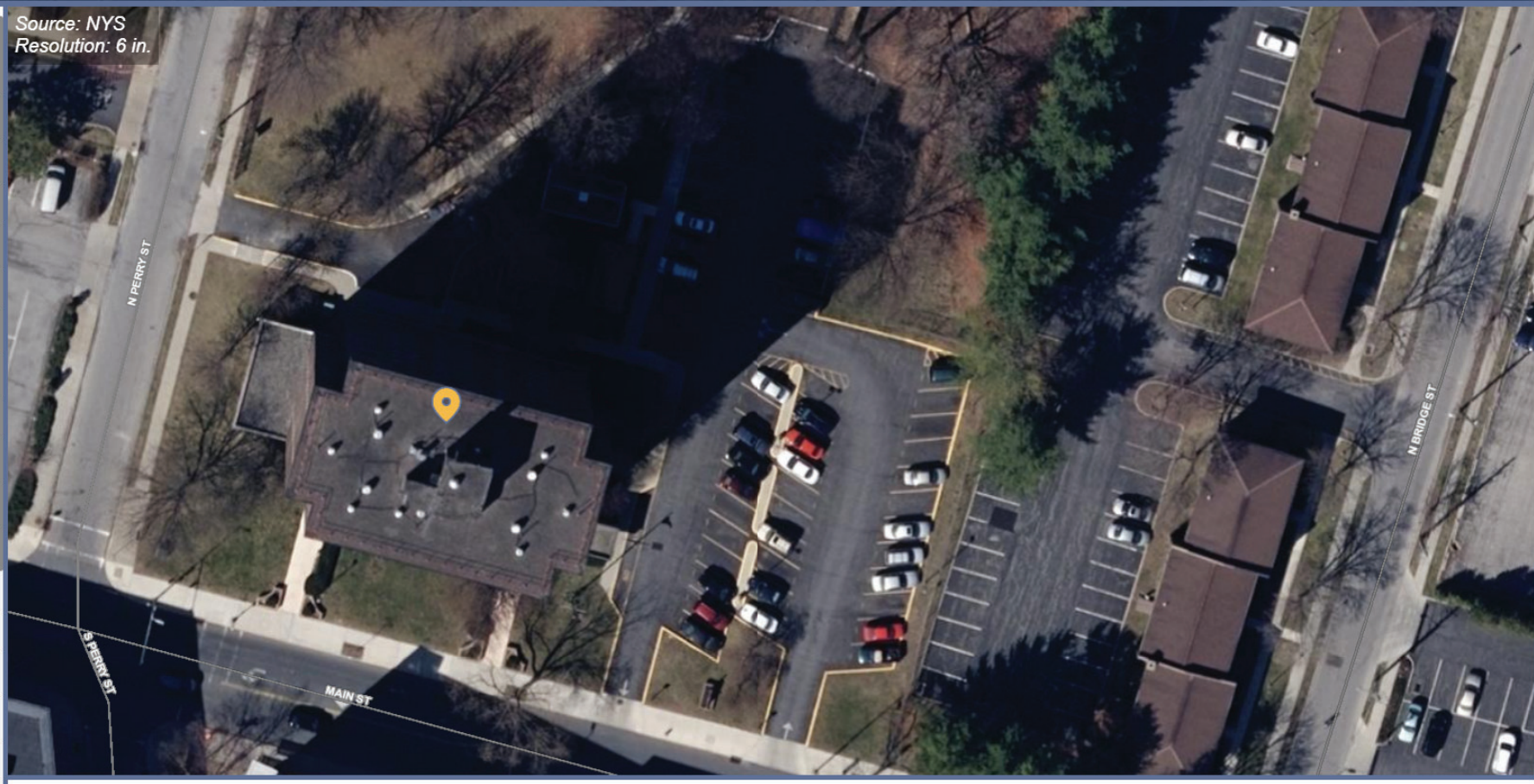

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Aerial Viewer | Dutchess County NY

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Flights

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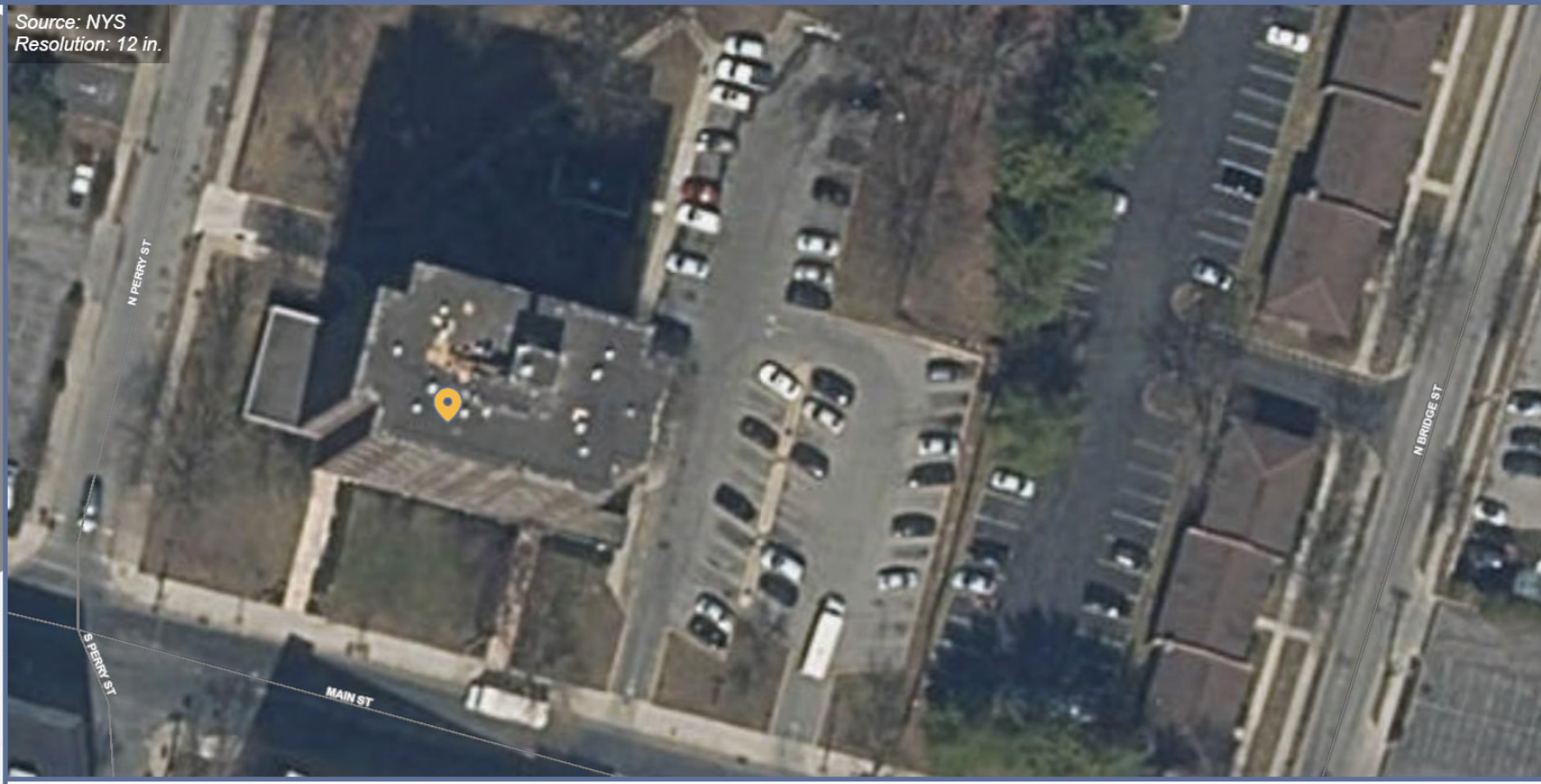


Admiral Halsey II

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

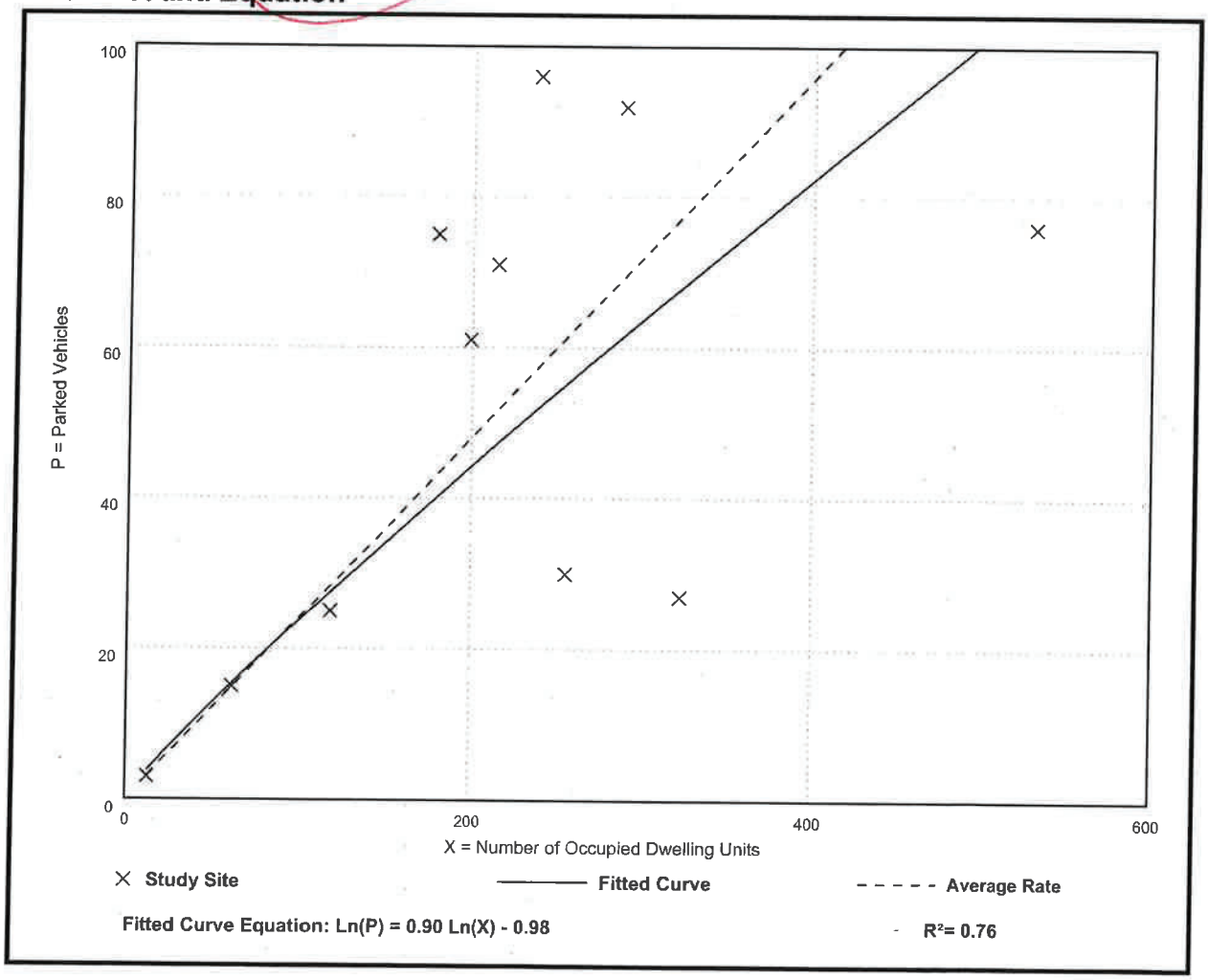
Multifamily Housing (Mid-Rise)
(221)

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

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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:

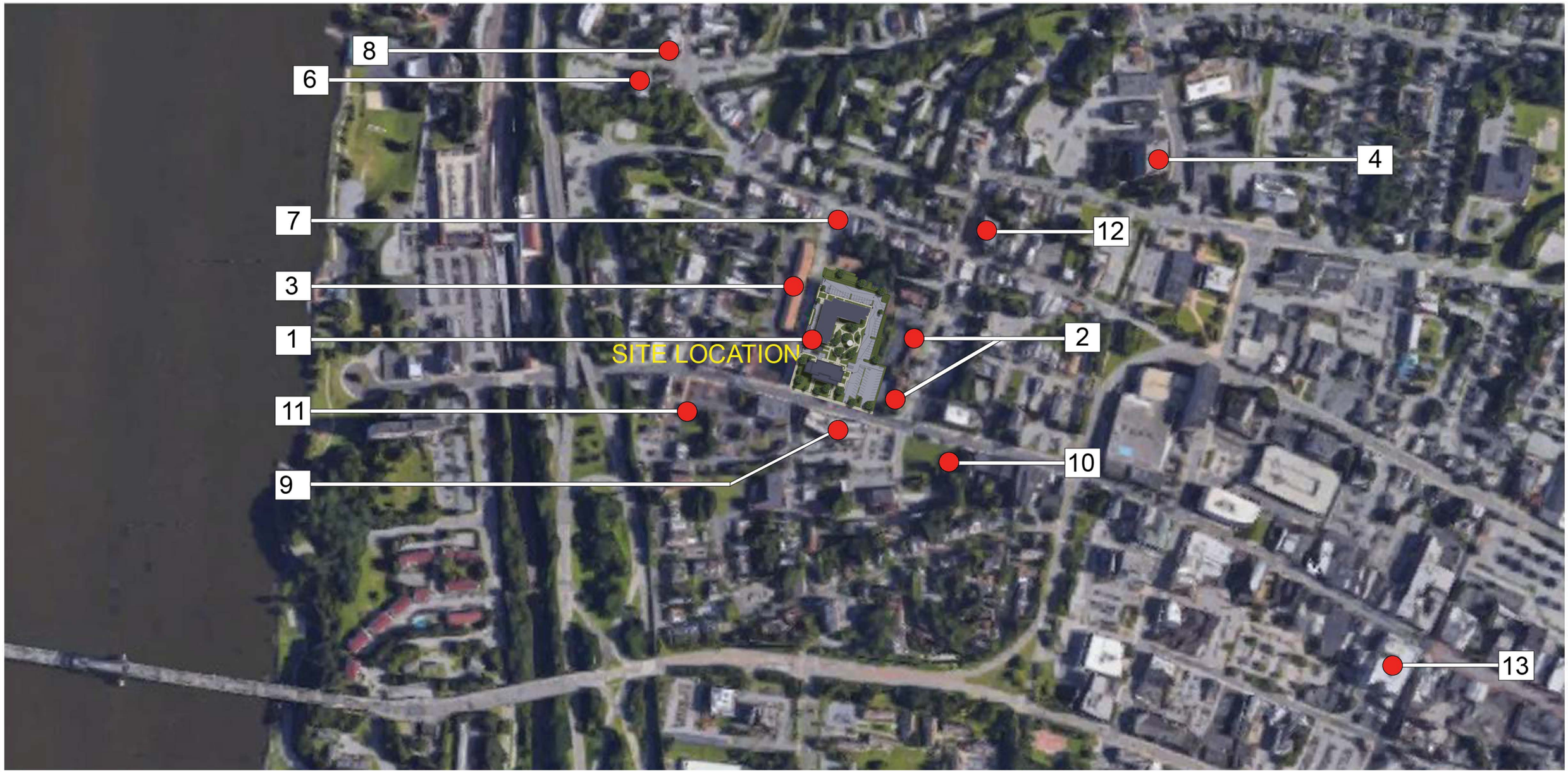
Admiral Halsey Site – Location Map
Admiral Halsey Site – Site Map
Area Density Evaluation Table
PZ-105 PZ-106

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 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 (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

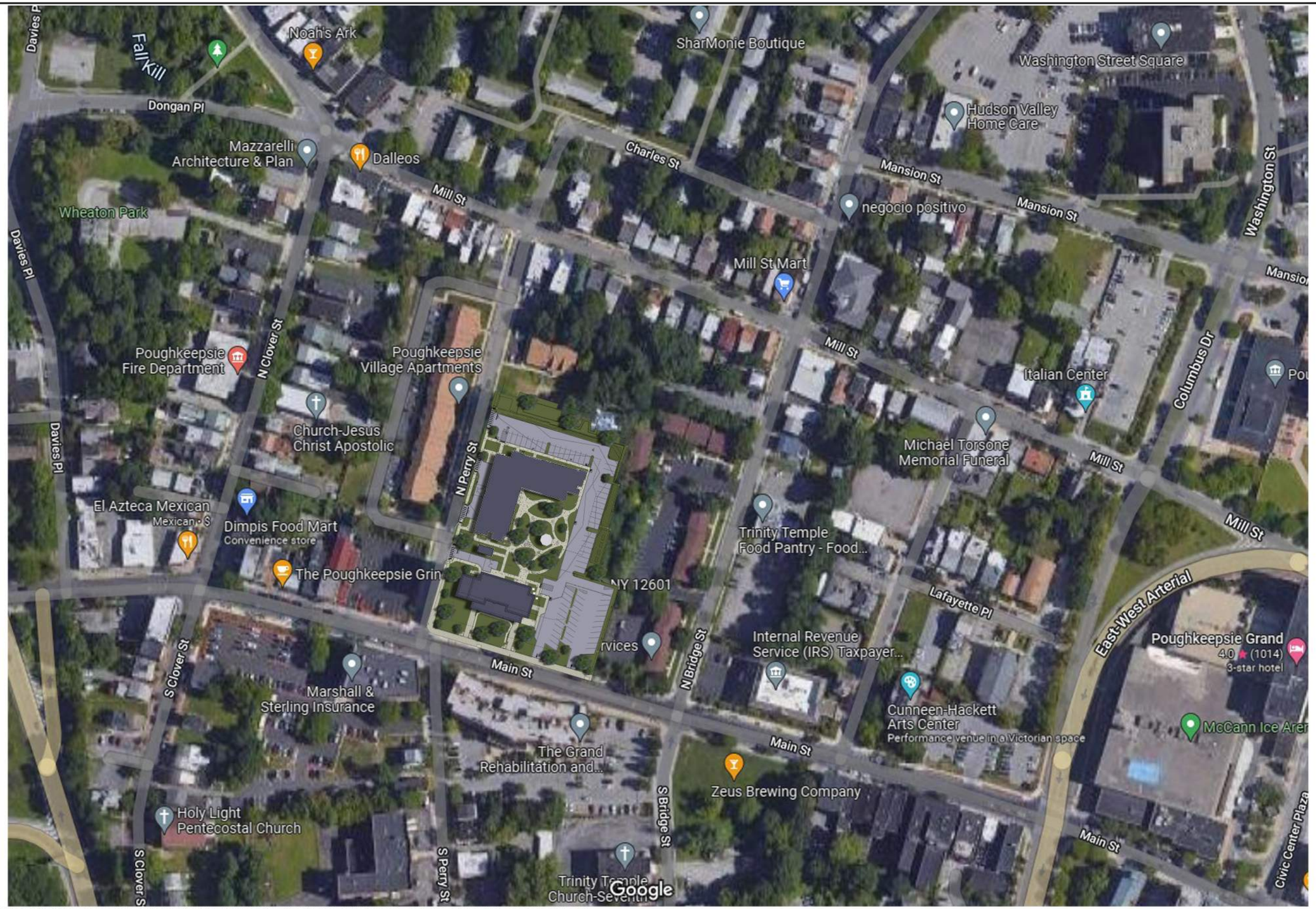
CLIENT NAME:
Omni New York LLC
909 THIRD AVE. - 21ST FLOOR
NEW YORK, NY 10022

PROJECT NAME:
Admiral Halsey Two
135 MAIN STREET
POUGHKEEPSIE, NEW YORK 12601

LOCATION PLAN

Date: 22 July, 2022
Project number: Y1629.20

SD-01



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Poughkeepsie,
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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

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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

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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

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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

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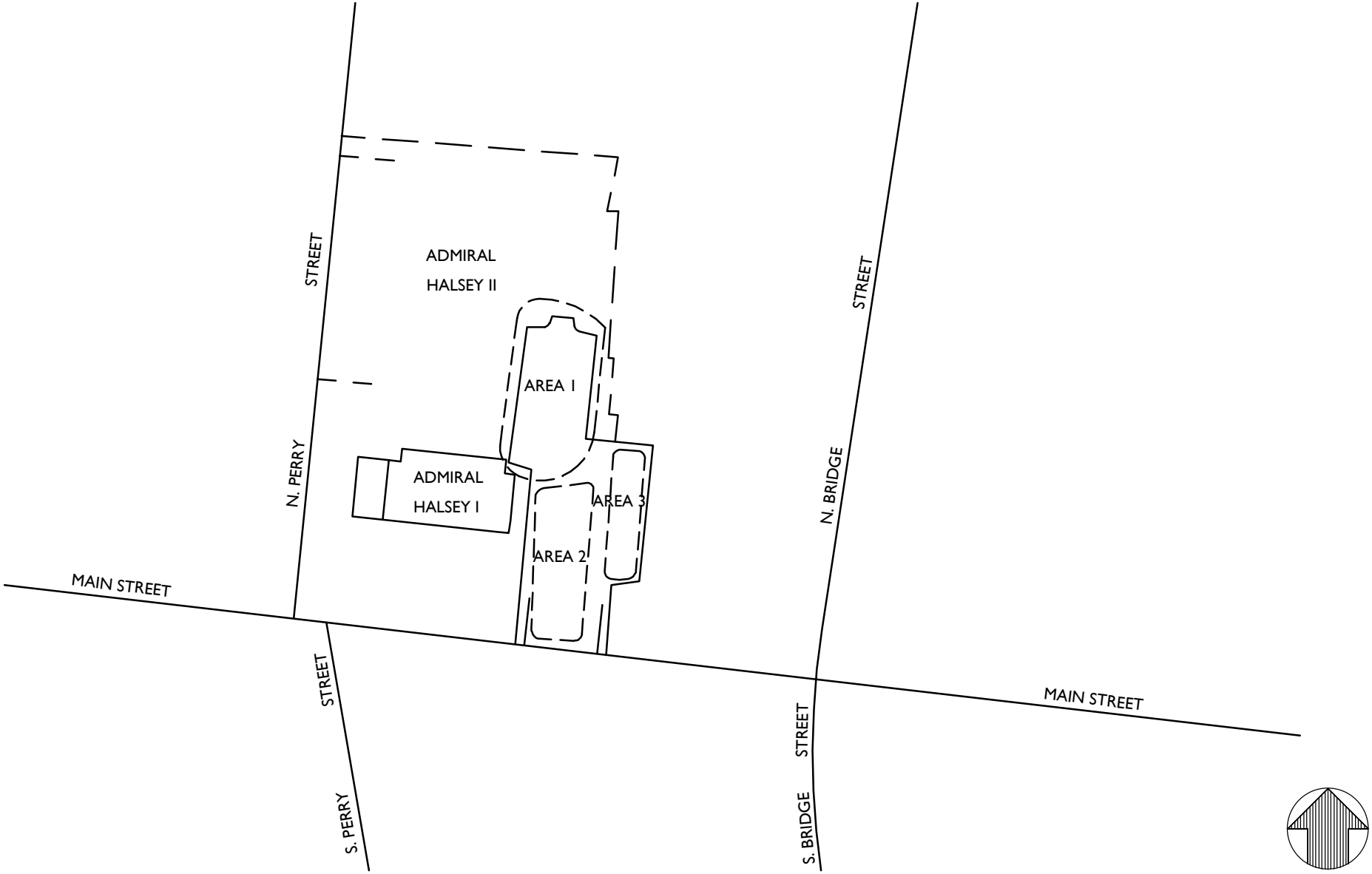
Colliers Engineering & Design

Admiral Halsey II

Site Location & Parking Area Map



NOTE: LINE DIAGRAM NOT TO SCALE

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ADMIRAL HALSEY II

CITY OF POUGHKEEPSIE
DUTCHESS COUNTY
NEW YORK

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Colliers Engineering & Design

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Valhalla, NY 10595
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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

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Admiral Halsey II

Tables

Colliers Engineering & Design

Table No. 1

Summary of Hourly Occupied Parking Observations

Admiral Halsey I City of Poughkeepsie, NY	Spaces Occupied By Time Of Day		
	10:00 AM	3:00 PM	7:00 PM
Existing Parking Lot Capacity **(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 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 **(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

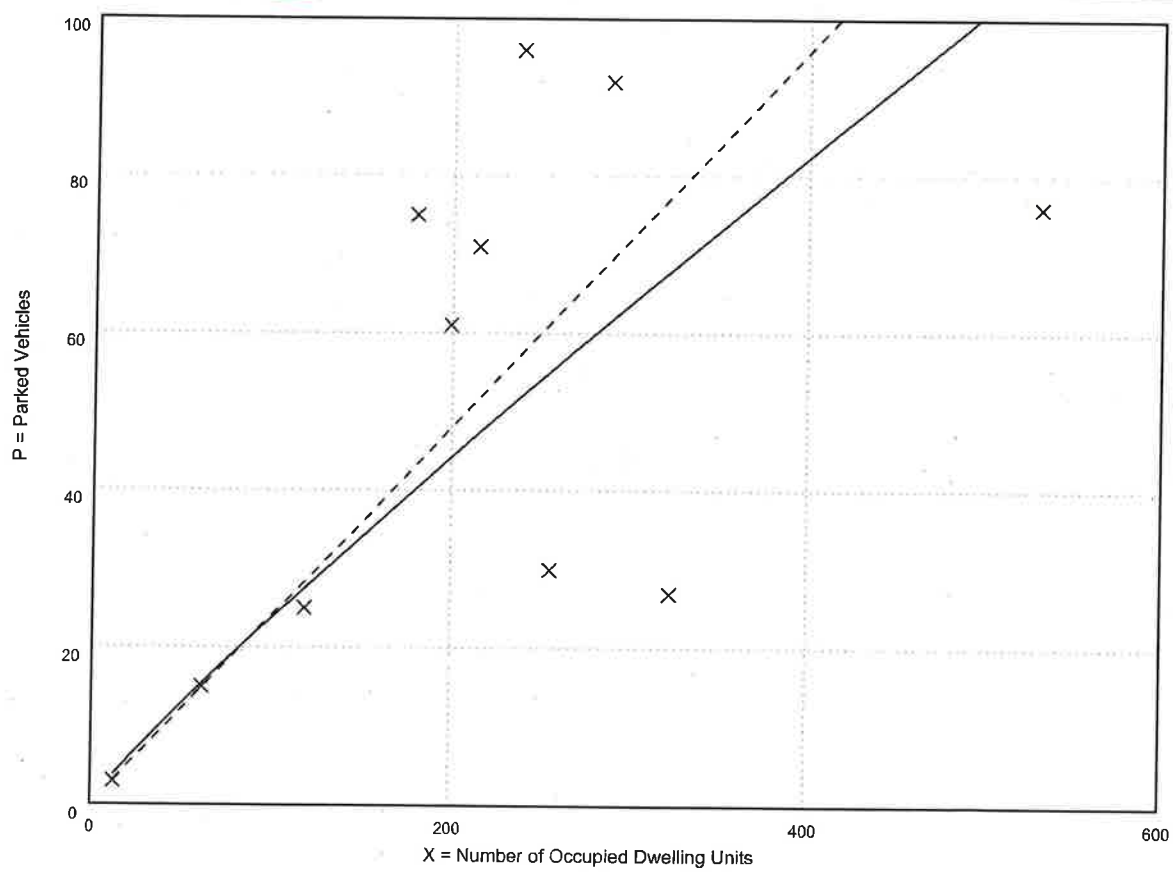
Multifamily Housing (Mid-Rise)
(221)

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



× **Study Site** ——— **Fitted Curve** - - - - - **Average Rate**

Fitted Curve Equation: Ln(P) = 0.90 Ln(X) - 0.98 **R^2= 0.76**

CITY OF POUGHKEEPSIE
ZONING BOARD OF APPEALS DRAFT APPROVAL RESOLUTION

In the matter of the appeal of Omni New York, LLC, regarding the property at 135 Main Street, Poughkeepsie, New York:

At a Regular Meeting of the Zoning Board of Appeals held in the Common Council Chambers, 3rd Floor, City Hall, 62 Civic Center Plaza, on the 22nd day of December, 2022, at 6:00pm:

Present	**Excused**
Scott Parker, Chair	Jessica Vinall
John Gildard	
Thomas Klug	
Steven Reifler	
Brian Ineson	

WHEREAS, the Zoning Board of Appeals has received an application from Omni New York, LLC, relative to the property at 135 Main Street for area variances as follows:

1) Section 19-3.17(4)(b) requires that a minimum of 95,200 square feet of lot area be provided for Lot 1 (the existing building). Lot 1 is proposed to be 40,663.84 square feet, a variance of 54,536 SF, or 57%, is requested;
2) Section 19-3.17(4)(e) requires a minimum front yard setback of 20 feet. While the bulk of the building is setback 20 feet, Lot 2 (the new lot and building) is proposed to have a 34.5 foot wide canopy that projects into the front yard, providing a front yard setback of only 0.55 feet, a variance of 19.45 feet or 97.25% is requested;
3) Section 19-3.17(4)(f)(l) requires that for buildings with more than three dwelling units, the distance from structure to property line for side and rear yards be one-half the height of the structure closest to the property line. For Lot 1, the required north side yard setback from the internal lot line shared with Lot 2 is 68.04 feet, while 23.92 feet is provided, a variance of 44.12 feet, or 65%, is requested;
4) Section 19-3.17(4)(i) requires that usable open space for tenant recreational purposes be provided for all multiple dwellings in a side or rear yard, while Section 19-4.13 provides that accessory uses are not to be located in front yards. Lot 1 requires 35,700 square feet of usable space: 16,026 square feet of useable space is provided, with 12,215 square feet located in the front yard. An overall variance of 19,674 square feet, or 63% is requested; and,
5) Section 19-4.3(11) requires that 66 off-street parking spaces be provided for Lot 1, while 35 are proposed, a variance of 31 spaces or 47% is requested. Section 19-4.3(11) requires 40 off-street parking spaces for Lot 2 while 33 spaces are proposed, a variance of 7 spaces or 17.5% is requested; and,

WHEREAS, the application was accompanied by additional materials, including Subdivision Plat SUB-1 with a revision date of 3/22/22, Site Plan SP-1, LL-1 and DN-4 with a revision date of 7/25/22, and PSP-1 9/19/22 prepared by Rodney E. Morrison, LPE, LRC Group, and supplemental materials; and,

WHEREAS, public hearings were held on the application on March 8, 2022, May 10, 2022, August 9, 2022, September 13, 2022, October 11, 2022 and November 8, 2022; and,

WHEREAS, this application is considered to be an Unlisted Action under SEQR; and,

WHEREAS, the action is more fully detailed on the Full Environmental Assessment Form with a revision date of 3/23/22, prepared by Ken Spillberg, and the application and plans outlined above; and,

WHEREAS, at the September 20, 2022 meeting the Planning Board as Lead Agency of the coordinated SEQR review adopted a Negative Declaration;

WHEREAS, the applicant has developed a robust record in support of the variances, taking into consideration comments of the Planning Board, the ZBA and the public.

NOW THEREFORE BE IT FURTHER RESOLVED THAT THE ZONING BOARD OF APPEALS MAKES THE FOLLOWING FINDINGS:

In making its determination on an area variance application, this Board must take into consideration the benefit to the applicant(s) if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. The Board considers the following criteria in making this determination: (1) whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by granting an area variance; (2) whether the benefit sought by the applicant(s) can be achieved by some method, feasible for the applicant(s) to pursue, other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created, which consideration shall be relevant to the decision of the Board, but shall not necessarily preclude the granting of the area variance.

Each variance will be addressed individually:

<u>LOT AREA</u>

Relief needed: Section 19-3.17(4)(b) requires that a minimum of 95,200 square feet of lot area be provided for Lot 1 (the existing building). Lot 1 is proposed to be 40,663.84 square feet, a variance

of 54,536 SF, or 57%, is requested

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

The applicant has demonstrated that residential density is compatible with varying densities in the area as set forth in the Area Density Study dated July 26, 2022 prepared by Tinkelman Architecture. Originally, both lots required variances, but in conjunction with feedback from the Planning Board, the applicant adjusted the interior lot line making Lot #1 smaller but this adjustment allows Lot #2 to be code compliant. Lot #2, adjoining the residential neighborhood, is larger and will be in character with the scale of the structures and density of the parcels to the north, west and east. Lot #1 includes the existing Admiral Halsey I building that fronts Main Street and is in character with similar large-scale properties on Main Street.

The applicant has demonstrated that the variances will neither produce an undesirable change in the character of the neighborhood nor will a detriment to nearby properties be created by the granting of the area variances

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

Under this criteria, the Board is to consider whether there are alternatives that do not require area variances. *Matter of Corp. 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) (the proposed alternative did not comport with this criteria as it still required a height variance). Additionally, the alternative must provide the benefit the applicant seeks to achieve. *Baker v. Brownlie*, 248 A.D.2d 527 (2d Dept. 1998).

The applicant has demonstrated that the benefit sought by the applicant cannot be achieved by some method feasible for the applicant to pursue, other than area variances, in that there are no undeveloped contiguous properties available to reduce the amount of the lot area variance. Additionally, the financing for the project is contingent on the subdivision, which necessitates the variance requested, and alternative methods of project financing, such as ground lease, are not feasible. *See* April 18, 2022 letter from Philip J. Bronzi, Chief Lending Officer, Rhinebeck Bank.

(3) whether the requested area variance is substantial;

The requested variance is to permit a lot of 40,663.84 sf where 95,200 is required – a variance of 57%. The variance may appear to be substantial based upon a pure mathematical equation, but substantiality should also consider the actual impact of each variance.

In addition to the reasons set forth under criteria #1 and #2, the applicant has demonstrated that the variances have been significantly reduced in both number and impact from the variances originally requested. The applicant was able to adjust an interior lot line to eliminate the need to obtain variances for both Lots. Lot #1 includes the existing Admiral Halsey I building that fronts Main Street with similar large-scale properties. Lot #2, adjoining the residential neighborhood, is code compliant to stay in character with the scale of the structures and density of the parcels to the north, west and east. Furthermore, the subdivision merely creates an invisible, internal, property line on a filed subdivision map that does not affect the physical conditions of the property or neighborhood.

(4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and

The applicant has demonstrated that the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district, for reasons previously outlined above, in that the density of development is compatible with the density of development in the area.

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

The alleged difficulty in complying with the ordinance is not self-created, in that the subdivision, which results in the need for several variances, is required for the financing of the project.

After consideration of the criteria for an area variance, the ZBA finds that all criteria weigh in favor of granting the area variance as the benefit to the applicant outweighs any alleged detriment to the health, safety and welfare of the neighborhood or community.

FRONT YARD SETBACK

Relief needed: Section 19-3.17(4)(e) requires a minimum front yard setback of 20 feet. While the bulk of the building is setback 20 feet, Lot 2 (the new lot and building) is proposed to have a 34.5 foot wide canopy that projects into the front yard, providing a front yard setback of only 0.55 feet, a variance of 19.45 feet or 97.25% is requested;

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

The applicant has demonstrated that the variance for the front yard set-back, which applies only to that section of the building where a canopy provides shelter for pick-up/drop off and some seating, is *de minimis*. The open-air structure is an architectural features intended to provide cover

during the drop-off and pick-up of residents. The drop-off area and canopy are necessary because of the reduced mobility of the prospective residents.

Furthermore, neighboring buildings in the area have a variety of front yard set-backs, from zero-lot line to ten feet. There has been no evidence that the canopy would produce a change to the character of the neighborhood or be a detriment to nearby properties.

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

There is an alternative that the applicant could pursue; moving the main building back 40 feet to allow room for the canopy with in the setback. However, this setback would not be in character with the surrounding neighborhood where structures are much closer to the street. This setback would also reduce the amount of open space that the applicant is able to provide in the courtyard behind the building. The proposed layout is preferred over the no-variance alternative.

(3) whether the requested area variance is substantial;

The impact of the variance for an open air canopy is insignificant. The 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; and

The applicant has demonstrated that the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district, for reasons previously outlined above.

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

The variance is self-created, but the ZBA finds that this should not preclude the granting of the variance given the usefulness of the open air canopy to future residents.

After consideration of the criteria for an area variance, the ZBA finds that criteria 1, 3, 4 and 5 clearly weigh in favor of granting the area variance. The ZBA, in balancing each criteria, finds that criteria 2, alternatives, does not warrant denial of the variance as the permitted alternative would be out of character with the neighborhood. As the benefit to the applicant outweighs any alleged detriment to the health, safety and welfare of the neighborhood or community, the variance is granted.

CITY OF POUGHKEEPSIE
ZONING BOARD OF APPEALS DRAFT APPROVAL RESOLUTION

SIDE YARD SETBACK

Relief needed: Section 19-3.17(4)(f)(l) requires that for buildings with more than three dwelling units, the distance from structure to property line for side and rear yards be one-half the height of the structure closest to the property line. For Lot 1, the required north side yard setback from the internal lot line shared with Lot 2 is 68.04 feet, while 23.92 feet is provided, a variance of 44.12 feet, or 65%, is requested;

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

The requested variance relates to a proposed property line internal to the applicant's two properties. There is no impact to the character of the neighborhood or a detriment to nearby properties.

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

The applicant has demonstrated that the benefit sought by the applicant cannot be achieved by some method feasible for the applicant to pursue, other than area variances, in that the financing for the project is contingent on the subdivision, which necessitates the variance requested. Any other proposed location for the lot line would trigger the need for one or more variances.

(3) whether the requested area variance is substantial;

The variance relates solely to an internal property line. While the variance may mathematically appear large, there is no impact. It 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; and

The applicant has demonstrated that the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district, for reasons previously outlined above, in that the building setbacks are compatible with its urban setting.

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

The alleged difficulty in complying with the ordinance is not self-created, in that the subdivision, which results in the need for several variances, is required for the financing of the project.

After consideration of the criteria for an area variance, the ZBA finds that all criteria weigh in favor of granting the area variance as the benefit to the applicant outweighs any alleged detriment to the health, safety and welfare of the neighborhood or community.

OPEN SPACE

Relief needed: Section 19-3.17(4)(i) requires that usable open space for tenant recreational purposes be provided for all multiple dwellings in a side or rear yard, while Section 19-4.13 provides that accessory uses are not to be located in front yards. Lot 1 requires 35,700 square feet of usable space: 16,026 square feet of useable space is provided, with 12,215 square feet located in the front yard. An overall variance of 19,674 square feet, or 65% is requested; and,

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

The applicant has demonstrated that there is adequate open space particularly when considering the front yard as open space and tenant population (elderly and disabled). Historically, the front yard, particularly as it fronts Main Street, has been utilized as open space, as the presence of benches attests.

The useable open space is required under the code as an amenity to residents on site. Therefore, any reduction in useable open space would impact the residents instead of the neighborhood at large or nearby properties.

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

There is no alternative to pursue other than a solution that requires an area variance.

(3) whether the requested area variance is substantial;

The variance is not substantial in impact. The applicant is also providing .44 acres of useable open space on Lot 2 for a total of .82 acres of open space across Lots 1 and 2 that is available to residents of both buildings. There is a City park that abuts the property to the north and the City's waterfront park system can supplement the recreational uses 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; and

The applicant has demonstrated that the proposed variance will not have an adverse effect or

impact on the physical or environmental conditions in the neighborhood or district, for reasons previously outlined above, in that the open space is adequate for the development. The site will include a courtyard in addition to the passive recreation available on site.

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

The applicant has demonstrated that all alternatives were explored to provide as much useable open space as possible while considering the feedback of the Planning Board for the current 4-5 story structure. The original 7 story structure proposed would have allowed greater open space on lot 2 to serve the combined project site. The 7 story structure would not have been in character with the surrounding neighborhood and the loss of open space is mitigated by the proximity of a City park and the waterfront. While it may arguably be stated that the need for this variance is self-created due to the subdivision and the modification of the structure to the lower 4-5 stories, the benefit to the community of the revised proposal warrants granting of the variance.

After consideration of the criteria for an area variance, the ZBA finds that all criteria weigh in favor of granting the area variance as the benefit to the applicant outweighs any alleged detriment to the health, safety and welfare of the neighborhood or community.

OFF-STREET PARKING

Relief needed: Section 19-4.3(11) requires that 66 off-street parking spaces be provided for Lot 1, while 35 are proposed, a variance of 31 spaces or 47% is requested. Section 19-4.3(11) requires 40 off-street parking spaces for Lot 2 while 33 spaces are proposed, a variance of 7 spaces or 17.5% is requested.

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

The applicant has demonstrated, through a professional parking study prepared by Colliers Engineering & Design, last revised September 2, 2022, that the requirement for off-street parking exceeds the need and that the proposed parking is adequate. The ZBA has confirmed that the new building will have a similar age-restricted, low-income population with similar parking needs. The Colliers study confirms that the proposed 68 parking spaces among both lots adequately accommodates the peak parking need of the project.

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

The only alternatives available to increase parking would trigger other variances such as the need for a larger variance from the useable open space provided.

(3) whether the requested area variance is substantial;

The variance for Lot 1 may appear mathematically large but the parking study documents that the parking provided meets the needs of the residents. The variance for Lot 2 is not substantial mathematically and is again supported by the parking study referenced above.

(4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and

The applicant has demonstrated that the proposed variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district, for reasons previously outlined above that the requirement for off-street parking exceeds the need and that the proposed parking is adequate.

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

The reduction in parking spaces is due, in part, to discussion with the Planning Board to increase the open space available. To the extent the variance might be consider self-created it is mitigated by the parking study that confirms the parking is sufficient for the population residing on site.

After consideration of the criteria for an area variance, the ZBA finds that all criteria weigh in favor of granting the area variance as the benefit to the applicant outweighs any alleged detriment to the health, safety and welfare of the neighborhood or community.

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Poughkeepsie Zoning Board of Appeals hereby approves the area variances as detailed in the above referenced application, subject to the following conditions (if any):

*
*

Motion: _____
Second: _____
Carried: _____

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: $1000.0
CODE: A211
ID# 289120
IPS# ZBA-2022-020

ZONING BOARD OF APPEALS USE VARIANCE APPLICATION

PROPERTY ADDRESS: 579 Main St

ZONING DISTRICT: CA

PAID
JUL 29 2022
$1000
CK # 1008
BY

OWNER INFORMATION:

Name: Johnny Properties LLC
Address: 9 Legends Circle Melville, NY 11747
Phone: 646-552-3056
Email:

APPLICANT INFORMATION:

Name: Kenneth Pagan
Address: 23 Yates Ave Pkny
Phone: 646 552-3056
Email:

CONSULTANT INFORMATION:

Name: One Stop Property Service LLC
Address: 30 Cotton Pkwy
Poughkeepsie NY 12603
Phone: 914-291-4526
Email:

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: _____

Date of decision/determination/violation: _____

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

ZONING BOARD OF APPEALS USE VARIANCE APPLICATION
PROPERTY ADDRESS: 579 Main St Rockland

USE VARIANCE REQUESTS

SECTION	PROHIBITING	TO ALLOW
19-323.1	Residential USC	Residential USC

VARIANCE REQUEST JUSTIFICATION

Pursuant to Section 19-8.4 (2) (c) of the Zoning Ordinance, **no use variance shall be granted by Board of Appeals without a showing by the applicant that applicable zoning regulations and restrictions have caused unnecessary hardship.** In order to prove such unnecessary hardship, th applicant shall demonstrate to the Board of Appeals that for each and every permitted use under th zoning regulations for the particular district where the property is located:

1) The applicant cannot realize a reasonable return, provided that lack of return is substa demonstrated by competent financial evidence (The applicant must demonstrate, by co financial evidence, that they cannot realize a reasonable financial return on their property for an currently permitted uses in the Zoning District. The financial statement should relate only to the property and not to the applicant's personal finances);

2) The alleged hardship relating to the property in question is unique and does not app substantial portion of the district or neighborhood (Please explain how the alleged hardship rel the property in question is unique and does not apply to a substantial portion of the district or neighb For example, does the subject property have unique constraints or characteristics not found i properties in the district or neighborhood?);

3) The requested use variance, if granted, will not alter the essential character of the neighb Explain fully how the character of the neighborhood will not be altered and the intent of the Ordinance will not be adversely affected.

4) The alleged hardship has not been self-created (An applicant cannot claim "unnecessary harc that hardship was created by the applicant, or if the applicant acquired the property in a position the conditions for which the applicant is seeking relief). Explain fully how the hardship is not self-

Responses to the above questions shall be attached to and submitted with the application. **Use as sheets as necessary.**

ZONING BOARD OF APPEALS USE VARIANCE APPLICATION
PROPERTY ADDRESS: _____

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 Environmental Assessment Form. Please note that in some instances it i determined that a Full EAF is required.
5. Electronic file submission of the plot plan and color photos
6. Other attachments deemed pertinent by the applicant (please list):

City has All Plans.
Thank You.

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 TH DATE OF APPLICATION. THE APPLICANT, IF NOT THE OWNER OF THE PROPERTY, HEREBY SWEARS THAT THIS APPLICATION IS MADE WITH THE INFORMED KNOWLEDGE AND CONS OF THE OWNER.

SIGNATURE OF APPLICANT

8-29-22
DATE

APPENDEX A **September 19, 2022**

RE: Use Variance - 379 Main Street - Poughkeepsie, New York

1) The applicant cannot realize a reasonable return. The real estate market is constantly changing and developers understand there is a certain risk in these types of projects. In order to be financially effective, these projects have to be purchased, renovated, sold and or occupied very quickly. Delays caused a waste of money and expenditure of additional monies and carrying costs see the attached appendix B. Other supporting financial evidence is fourth coming.

2) The hardship is unique. Yes and no. The hardship is unique because the building is unique as is every other building in the neighborhood. There are several unoccupied and older buildings throughout the city which are not currently being used. These buildings are an opportunity for developers to invest in the City of Poughkeepsie. In that regard the hardship is not unique to this building and would apply to other buildings like this one in the City of Poughkeepsie. Like other developers, the applicant is seeking to revitalize an unoccupied building. Also, for reference, a similar developer recently received approval to revitalize a building diagonally across the street from this building to be used for residential and commercial purposes with some 40+/- apartments in the building.

3) The granted variance will not alter the character of the neighborhood. There will be no significant change to the exterior look of the building. The neighborhood contains many different styles, types and sizes of buildings. The neighborhood also contains many different uses including auto repair shops, auto sales, tire sales, Salvation Army, pizza and the previously mentioned project diagonally across the street.

4) The hardship was not self-created. The hardship exists based on current zoning. The city is in fact considering changing the zoning in this district which will allow this property to be developed as it is currently proposed. The applicant made attempts and due diligence to correspondence and communicate with the zoning department and was not told that what was being proposed for this development would not be an allowed use and would require a use variance.

APPENDIX (B)

579 Main St poughkeepsie, 12601

We're experiencing multiple variables of hardship. Below i will list a few

- Taking very long to work with the building department in order to complete construction.
- The time it is taking to complete this project is taking away from other projects we could be working on, which as a result is increasing our opportunity cost.
-
- 65% of the building is incomplete due to no permit which is taking away from rental income & also decreases the value drastically for resale.
- We have hired a financial analyst, and the data says we wont have a financial return for 15 years at full occupancy. Including all the apartments.
  27 years if only considering commercial space.
- Property cost $350,000
- Construction cost- $300,000
- ARV-$650,000
- Zoning application - $1,000
- Permit application- $3,000
- Consultant fee- $3,000
- Lawyer fee- $3,000
- Engineer - $4,000

1/2

APPENDIX (B)

- Carrying cost for 1 year $12,000
- Broker fee of 6% for sale of property
- I am worried about the safety of my building considering there have been many drug users found inside vandalizing the property as a result of not having a permit to receive a Certificate Of Occupancy.
- I have put a construction fence to stop the vandalism. (all the windows of the lower floor have been broken)
- The consistent littering of beer bottles, soda cans, heroin needles, kennedy's fried chicken as well as feces has scared away any potential buyers i have brought to the property on days of showing.

2/2

FINANCIAL EVIDENCE/DUE DILIGENCE OF PURCHASE
579 MAIN STREET POUGHKEEPSIE, NY 12601

COVER LETTER 11-21-22

PAGES 1-12

(i) The Applicant must demonstrate component financial evidence that they cannot realize a reasonable return for the initial investment on their property for any of the currently permitted uses in the zoning district. The financial statement should relate only to the subject property and not the applicant's personal finances.

Response

The project residing at 579 main st, Poughkeepsie, NY has been marketed for full potential commercial use with no success to date. This is primarily due to the overwhelming available commercial space on main street for rent that is currently remaining profitless. These consist of 387, 550 , 534 , 795, 293-297, and 371 main street. Within the pages that follow, we break down construction costs for all permitted uses within the zoning district. We also sourced the start up cost for the business itself.

(ii) Please explain how the alleged hardship relating to the property in question is unique and does not apply to a substantial portion of the district or neighborhood. Does the subject property have unique constraints or characteristics not found in other properties in the district or neighborhood

Response

We are requesting a use variance to allow the current building to resume what it was previously approved for. The current structure is vacant on one of Poughkeepsie busiest streets . The building is unique because it is a mix use building this one is completely vacant making it stand out , and with the current zoning allows it is creating a major hardship.

(iii) **The requested use variance if granted will not alter the central character of the neighborhood explain fully how the character of the neighborhood will not be altered and the intent of the zoning ordinance will not be adversely affected.**

Response

579 main st is a mixed use building almost like every other building surrounding and on main st. Fixing up the vacant building will allow nearby property values to increase . also create more housing for the city of poughkeepsie. We had multiple people tell us how excited they are for the building to be fix and restored to what the building use to do.

The alleged hardship has not been self - created an (Applicant cannot claim "unnecessary hardship" if the hardship was created by the applicant or if the applicant acquired the property in a position to know the conditions for which that applicant seek relief). Explain fully how the hardship is not self - created.

Response

The current hardship is not self created . We understand that there was a complete miscommunication with the **city of poughkeepsie** and us. There were multiple rounds of due diligence done prior to purchase. The way that the zoning sits affects this condition that is why we are requiring a use variance to allow us to restore this building and help bring life to properties like this.

OCTOBER 11TH ZBA MEETING

As informed by chairman of the city of poughkeepsie zoning department (scott parker) to get a use variance is nearly impossible with out reasonable doubt and demonstrating financial hardship and also hitting every key line on application for the zba to approve a use variance . My team of lawyers , consultants , and engineers have done some foils and investigated previous approved use variance in the city of poughkeepsie . We were also told to reference other cases to see what we needed for a use variance. During our due diligence process we stumbled across multiple approved use variance but we found one that fits this zoning district and was one of our best comparables to use for this example to demonstrate an unreasonable return. Address is 472 maple. It was constructed in 2019 from raw land **40 NEW CONSTRUCTION APARTMENTS**(in c2 -A district). We attached their **APPROVED** submission by the zba. We understand how hard these use variances are to get so we refenced this **APPROVED** case. The well known developer submitted 6 sentences with not a single dollar amount and also did not provide all 1-18 permitted uses and lets not forget 1-7 special permitted uses. We hope that our 50 + pages of financial hardship answer all questions on application

and hits all key points needed for the ZBA to grant a use variance and help us restore 579 main st. It is our pleasure as developers to invest and help the city of Poughkeepsie.

We understand that the zba sees each case individually. However , there are l protocols above county level that must be adhered to. If we have to submit all permitted uses and special uses / and prove financial hardship to receive our variance every one who applies for a variance must follow the same protocols. We have multiple approved variances in the city on file that these basic protocols were looked passed. We are a local **hispanic american** development company. Raised in Poughkeepsie, we think investing here is great. America is built off small businesses and we fall in this category . We might not yet be as big as some well known developers but we want to be treated equally.

14-18 PERMITTED USES AS REQUESTED

TAXI STATION

*Purchase price - $350,000

*Current construction cost- $105,000

*Demo existing building & Haul out Debris- $100,000

New construction 200,000

Pave lot - 100,000

Buy taxis (10)- 400,000

Total loss $1,255,000

AUTO RENTAL

*Purchase price - $350,000

*Current construction cost- $105,000

*Demo existing building & Haul out Debris- $100,000

New construction 200,000

Pave lot - 100,000

Buy CARS (10)- 500,000

Total loss $1,355,000

STUDIOS

*Purchase price - $350,000

*Current construction cost- $105,000

*make every unit a studio 200,000

Studio equipment 100,000 budget

Arv 500,000

Total loss $255,000

Arts and crafts studio

*Purchase price - $350,000

*Current construction cost- $105,000

*make every unit a studio 200,000

Studio equipment 75,000 budget

Arv 500,000

Total loss $230,000

MIX USE BUILDING 18

Residential and commercial as current building sits

*Purchase price - $350,000

*Current construction cost- $105,000

Finish construction 200,000

Arv 600,000

Total loss $50,000

SPECIAL PERMITTED USES

SERVICE STATION

Between demo new construction and lifts for a shop we assume a loss between 250,000-300,000

MINI MART

Making a mini mart opening the building and making it one level

Current investment over 455,000

Between construction and inventory over 400,000

Total 855,000

Arv 390,000

FAST FOOD

We tried to reach out to chick fil a in hopes they would buy the property but unfortunately they have 0 interest in the location

To start a fast food chain can cost almost 3 million dollars

Cant give a construction break down because every franchise is different

MEMBERSHIP CLUBS

Changing the building from apartments to studios for rent for clubs like comic book collectors or maybe pokemon collectors or even a gaming club for xbox.

Investment currently $455,000

Finishing every unit and installing the new playstation and xbox in and add the new meta goggles in every unit 300,000

Arv 400,000

Loss 355,000

OFF STREET PARKING LOT

Demo building pave lot 200,000

Current investment 455,000

Arv 250,000 for lot

Loss 455,000

SCHOOL

Multiple attempts to rent project could not find interested on main st

for a school cant price a school because of so many variables

But well over 1,000,000

PRODUCT TESTINNG

There is no rental market for product testing

After new plans and re configuring the building we assume a loss of

over 200,000

To whom it may concern,

Firstly we'd like to give some insight on our purchasing process. Before purchasing the property we went to the city of poughkeepsie building department to find out if the property had any outstanding violations and/or tax issues. We spoke to Bob, Lori, and Janean ,and trish and one other inspector whose name I do not recall.

Bob had informed us to file a zoning review request form if we intended on changing the use of the current structure. At no given time throughout the three times we visited the city of poughkeepsie building dept did anybody inform us that we would need a use variance to proceed with the current structure.

Once we closed on the property and filed for a building permit, the inspector stated that we needed an updated set of drawings. Still At no given time were we told that we could not use the existing structure or pre approved drawings as planned. At this point in the process we hired Hennessey architecture to provide an updated set of drawings of the existing structure. Not a single wall of the building is getting changed. After

we received the blueprints, we filed for a building permit and wrote the city of poughkeepsie building dept a check for $3,400. After six weeks of waiting for a response, we went back to the building department and were notified that we cannot receive a building permit because the zoning laws have changed, and the previous permit has expired over a year ago. At this point we scheduled a meeting with Judith to discuss the next steps to receiving a building permit.

After we had our meeting with Judith we were issued a building permit to work exclusively on the commercial sector of the building.

At this point Judith mentions we will need a use variance in order to use the existing structure as previously permitted.

This is when we seeked legal representation and hired a consultant.

<u>Scope of work</u>

<u>Retail stores & service businesses</u>

(Completed mixed use building appraisal- $650,000)

*Purchase price - $350,000

*Current construction cost- $105,000

-To change to retail or service business from this point-

*Hire engineer and consultant to redesign structure-$15,000

*Install elevator to get to second floor- $150,000

*Reconstruct current building to redesigned building- $150/sqft-

4,500Sqft x $150/sqft= $650,000

There are currently 37 available retail commercial spaces that have been on the market for months. If we change the use of this property to retail it would appraise 15-20% lower due to lack of demand.

At $4,500/month rent, it would take 23.45 years to break even not considering any tax or other carrying costs and maintenance.

(Assuming a tenant pays every single month for the whole term stated above)

Total cost= 1,270,000

Estimated appraisal-$520,000

Total loss- $750,000

Wholesale building materials

(Completed mixed use building appraisal- $650,000)

*Purchase price - $350,000

*Current construction cost- $105,000

*Demo existing building & Haul out Debris- $100,000

*Hire engineer and consultant to redesign structure-$20,000

*Develop single floor warehouse 2,000sqft x $200/sqft- $400,000

*Pave loading dock- $15,000

Industrial warehouses are currently on the market for $50/sqft in the local area. Would cost more to construct than what it is worth.

At $4,000/month rent, it would take 20 years to break even not considering any tax or other carrying costs and maintenance.

(Assuming a tenant pays every single month for the whole term stated above)

Total cost= 990,000

Estimated appraisal-$150,000

Total loss- $840,000

<u>Building, plumbing,electrical contractors</u>

(Completed mixed use building appraisal- $650,000)

*Purchase price - $350,000

*Current construction cost- $105,000

*Demo existing building & Haul out Debris- $100,000

*Hire engineer and consultant to redesign structure-$20,000

*Develop 1000sqft garage x $200/sqft= $200,000

*Develop 300sqft office x $200/sqft- $60,000

*Pave parking spaces for machinery- $40,000

*put industrial Grade Fence- $20,000

Building, plumbing, electrical spaces are currently on the market for $50/sqft in the local area. Would cost more to construct than what it is worth.

At $3,000/month rent, it would take 24 years to break even not considering any tax or other carrying costs and maintenance.

(Assuming a tenant pays every single month for the whole term stated above)

Total cost= 895,000

Estimated appraisal-$150,000

Total loss- $745,000

<u>Cold storage plant, beverage distributor/processing plant</u>

(Completed mixed use building appraisal- $650,000)

*Purchase price - $350,000

*Current construction cost- $105,000

*Demo existing building & Haul out Debris- $100,000

*Hire engineer and consultant to redesign structure-$20,000

*Develop 1000sqft garage x $200/sqft= $200,000

*Walkin freezers- $100,000

*Pave parking spaces- $15,000

At $3,000/month rent, it would take 25 years to break even not considering any tax or other carrying costs and maintenance.

(Assuming a tenant pays every single month for the whole term stated above)

Total cost= $890,000

Estimated appraisal-$225,000

Total loss- $665,000

<u>Motor Vehicle sales/Recreational vehicle sales/Boat sales/Trailer sales</u>

(Completed mixed use building appraisal- $650,000)

*Purchase price - $350,000

*Current construction cost- $105,000

*Demo existing building & Haul out Debris- $100,000

*Hire engineer and consultant to redesign structure-$20,000

*Develop 600sqft office x $200/sqft= $120,000

*Pave land in its entirety- $100,000

*Stripe parking spaces- $10,000

*Install lighting throughout parking lot- $60,00

*Install metal barbed wire fence- $25,000

At $2,000/month rent, it would take 37 years to break even not considering any tax or other carrying costs and maintenance.

(Assuming a tenant pays every single month for the whole term stated above)

Total cost= $890,000

Estimated appraisal-$200,000

Total loss- $690,000

<u>Standard restaurants</u>

(Completed mixed use building appraisal- $650,000)

*Purchase price - $350,000

*Current construction cost- $105,000

*Hire engineer and consultant to redesign structure-$20,000

*Complete renovation at $100/sqft (4,500sqft)= $450,000

*Commercial kitchen- $200,000

We spoke with local high end restaurant owners to see if they would have potential interest in expanding their business/brand to 579 main st poughkeepsie… and their response was “Absolutely Not”.

At $3,000/month rent, it would take 31 years to break even not considering any tax or other carrying costs and maintenance.

(Assuming a tenant pays every single month for the whole term stated above)

Total cost= $1,125,000

Estimated appraisal-$300,000

Total loss- $825,000

<u>Dry Cleaning Establishment</u>

(Completed mixed use building appraisal- $650,000)

*Purchase price - $350,000

*Current construction cost- $105,000

*Hire engineer and consultant to redesign structure-$20,000

*Install Elevator- $150,000

*Complete renovation at $90/sqft (4,500sqft)= $405,000

*Dry cleaning equipment- $300,000

At $5,000/month rent, it would take 20 years to break even not considering any tax or other carrying costs and maintenance.

(Assuming a tenant pays every single month for the whole term stated above)

Total cost= $1,230,000

Estimated appraisal-$500,000

Total loss- $730,000

<u>Funeral parlor</u>

(Completed mixed use building appraisal- $650,000)

*Purchase price - $350,000

*Current construction cost- $105,000

*Hire engineer and consultant to redesign structure-$20,000

*Install Elevator- $150,000

*Complete renovation at $100/sqft (4,500sqft)= $450,000

*Creamatroy- $100,000

*Convert basement into a morgue- $100,000

At $5,000/month rent, it would take 21 years to break even not considering any tax or other carrying costs and maintenance.

(Assuming a tenant pays every single month for the whole term stated above)

Total cost= $1,275,000

Estimated appraisal-$500,000

Total loss- $775,000

Retail sale/Garden Material

(Completed mixed use building appraisal- $650,000)

*Purchase price - $350,000

*Current construction cost- $105,000

*Hire engineer and consultant to redesign structure-$20,000

*Complete renovation at $100/sqft (4,500sqft)= $450,000

Municipal park / gov use / city of pk use

*Purchase price - $350,000

Current construction cost - $105,000

Total $455,000 if we gave property to city and or state we would suffer an extreme lost of **$455,000**

Place of worship

- Construction 100 sqft = $450,000
- Purchase price $350,000
- Current construction cost $105,000
- Total $905,000
- Estimated Appraisal 500,000
- Total loss **405,000**

At 5,000 a month rent ,it would take 15 years for a return (no tax and carrying cost)

Printing plant

Purchase price $350,000

Current construction cost $105,000

Construction cost $250,000

Printers led/ vinyl $100,000

Total $805,000

Estimate appraisal $225,000

Total loss$ 580,000 (no tax and carrying cost)

At 2,000 a month rent it would take 33 years for a return

Business plan for store / cost

Average costs for the equipment to start a retail store range from $3,000 to $30,000+ plus. There will be significant additional costs for retail space rental, construction, inventory, and a website. These costs will vary considerably by your location and the size of your store.

Most retail store locations (commercial properties) are empty and require renovations when you first move into your business. Seldom is the location already set up the way you'd like. There are several fixtures and even improvements that will likely be required to facilitate a pleasant shopping experience for your customers in your new retail store.

In this guide, we'll discuss the startup fixture costs for opening a retail store. Most small startup gift shops are between 500 and 1000 square feet. For not getting out of hand, we'll look at a modest 500 square foot location.

Know that your costs will be dependent upon the size of your retail store startup.

Name your retail store successfully by using one of my catchy store names that are available here

Retail Store Startup Equipment Costs Estimates

- Cash Register $250 – $2,000
- Point of Sale System $230 – $1,000+ per month
- Front Counter $500 – $2,000
- Security Equipment $500 – $4,000
- Signage $200 – $3,000
- Accent Display Lighting $100 – $1,000
- Wall Shelving – $500 – $2,000
- Display Cabinets – $300 – $5,000
- Standalone Display Centre – $500 – $10,000
- Communications Equipment – $100 – $1,000

Total costs to open a brick and mortar store = $3,180 – $31,000

As most locations will require renovating, here is a brief list of necessary costs for a 500 square foot space. I am assuming a vacant commercial unit for this article.

Be sure to this guide on how to calculate startup costs for your business here

Retail Store Startup Expenses Explained

Cash Register

you will need some form of calculating prices, taxes, and of course, the final sale value of purchases and returns. There are a few options here, depending on how you are setting up your payment solutions.

If you're looking for a simple cash register that will do the majority of your functions, start at $600 and can go up to thousands depending on the features.

Many small businesses will use a cash drawer and a POS system instead of a cash register. A typical locking cash drawer will only run you about $100.

Retail Point of Sale System

In today's age of digital payments, it isn't enough to just have a cash drawer or register—most people today like to pay with plastic. According to Jason Steele of Creditcards.com, in 2020, a survey was completed, which showed that 28% of customers prefer paying with debit cards, 27% chose credit cards, while only 19% prefer to pay with cash.

As our technology moves forward, the number of people who pay with cash will continue to decrease. With this preference, the best way you can provide payment solutions for your clients is with a POS system. These systems allow you to take payment from debit and credit card payment methods.

Keep in mind that most systems require that you open an account and pay per month for the use of the equipment and payment processing software.

Picking up a POS system for your store is an essential task in your startup process. A simple POS system such as Square, for example, can cost as little as a few hundred dollars. You can even get technology that plugs right into your phone or tablet to take payment. Most of this technology requires you to have exterior secure wifi or preferably a corded internet connection.

Store Front Counter

Most retail stores will require a decent-sized counter. It is where you will install your cash register and POS system. As well, it is a place where customers will set the goods they wish to purchase.

Given that you're looking at setting up a gift shop, clients may also require items to be gift wrapped. The most efficient means of doing this is to have a large enough counter to address the customer request right at the time and place of exchange.

The cost of a counter for your register and POS will vary depending on the look and features. A professional-looking small bench could cost as little as $300 or as much as several thousand. For a small retail store, I would assume an average cost of about $600, which will get you a fairly nice setup from a store like Ikea or Wayfair.

Security Equipment

Whenever you are dealing with retail clients, unfortunately, you have to include shrinkage in your budget. The average shrinkage rate in retail is 1.44% to 2% of sales

An excellent way to avoid shrinkage is with a decent security system. You should consider having a CCTV security system that records video and audio and stores the recordings in a safe location for later retrieval. A small shop can typically have one of these systems installed for between $1000 – $3000 for a basic system. If you purchase the equipment and install it yourself, it can range from $500 to $1000 for a basic system with just a few cameras.

Another form of security for retail, which is useful to consider, is using an RFID system. It is a radio wave system that utilizes a special chip to stick onto products like a price tag. Then, at the store exits, you would have a receiving antenna set up, and when someone tries to leave the store with an item where the chip was not de-activated, an alarm would be triggered.

Most RFID systems start at around $600, and the price goes up from there. Installation would drive the price up even more.

It leads us to the last part of the security system, and that is the alarm itself. Most retailers have a security system with a panic button by the cash register. It allows a cashier to hit the switch in case of emergency, theft, or robbery.

The typical alarm system uses sensors that you install to each door and window and a keypad where you input an alarm code. These alarm systems range in price depending on the features, but a basic system can usually be purchased for under $300 if you install it yourself. If hiring a security installation company, it could cost you upwards of $1500 to have a simple system installed.

Signage

The face of your store is going to need a sign. Depending on your artistic ability (and available time), you may choose to make this yourself. If you aren't that creative, then purchasing a sign is required.

Many small shops have multiple signs. You'll recognize a standard A-frame sign as these seem to litter city streets outside of entrances to restaurants, bars, small shops like the gift shop you are interested in, and many more types of businesses.

The size and type of storefront the location you choose will determine the type and size of sign you will need.

A typical sidewalk sign can cost anywhere from $50 to $300, depending on the size and style. Whereas a digital display like you might see used for the interactive maps in a mall, with touch screen technology, these run

anywhere from $3000 – $8000. I will assume this would be a bit out of the league that a small retail gift shop would want, but the sidewalk sign is almost essential.

If you intend to use a window vinyl type of sign and simply install it to your exterior glass storefront, it could be as low as $100. However, if you are looking to get a custom backlit storefront sign, you are looking at requiring a budget of at least $1000. If light fixtures are also needed, the cost will likely be much higher.

Accent Display Lighting

When it comes to retail stores, appearances are everything. You'll want to have nice-looking displays, shelving, and a nice overall feel to the store. But, what good is a lovely display of products in poor lighting?

Quite often, retail store owners will have two distinct sets of lighting within a store. There is the overall lighting, and then there is specialized display lighting.

Display lighting might include additional spotlights installed and directed at a particular display or product. It might be ceiling-mounted spotlighting or in-cabinet lighting for those products that you want to keep under lock and a key to avoid shrinkage.

Whichever type of store lighting you decide to utilize, it will cost you something. If you're looking at only a 500 square foot gift shop, then you'll maybe only need a few spotlights in crucial areas to highlight a display or particular product shelf or rack. Small and decorative spotlights can cost anywhere from $100 to $1,000, depending on several variables.

For a small gift shop, I would likely think of budgeting about $500 for a couple of excellent small spotlights for product highlights.

Wall Shelving, Display Cabinets & Standalone Displays

Shelving

Once you've got your store renovated, you need to set up somewhere to display your products. There are all kinds of options here, but we'll start with basic shelving.

With shelves that install directly to the walls of your store, you can maximize the interior floor space and therefore increase your lease ROI. More places to display products mean more products you can sell to your customers. However, the amount of space you use will depend upon the overall style and image that you want the interior design to portray.

A chic, high-end gift shop may not want to have products plastered from floor to ceiling. So, the amount of wall shelving you need will depend upon the design of the interior of the store.

If you are purchasing shelves for displaying your products, a good rule to use for budgeting is to assume about $50 to $100 per shelf. Style, size, mounting, and more will all act as variables in determining the shelves' value, but if you were to budget this amount, you would be on the right path.

Another option to having multiple shelves installed onto a wall is to use a system like a slat wall. It is a large board you install onto the wall with various slats built into the panel. Then you can use slat hooks or slat brackets to mount shelves, small displays, and product hangers directly onto the slat wall. This customizable solution is perfect if you have the notion of making an entire wall or section of the wall into one big display.

Display Cabinets

Display racking and cabinets will cost significantly more than simple shelving. However, for a small gift shop, display cabinets add not only security for you to help avoid theft; but also a sense of quality. Having products in a glass display case always adds a touch of class to the

product display. Most of these cabinets are locking as well, which adds additional security.

A typical 70” long retail display case will cost between $500 and $1000. In a small 500 square foot gift shop, you may only need two of these cabinets, and you can even use one as your POS counter, with products on display underneath. It kills two birds with one stone if you don’t mind me using the expression.

Standalone Displays

A standalone display in the middle of the store will allow for an entirely new dimension of product display versus only wall shelving. It is the way that you maximize the interior floor space for maximum leasing return on investment.

Standalone displays, whether on wheels or not, are considerably more expensive than shelving and can even be more expensive than a glass display cabinet. For example, a typical 2-sided display of painted steel will run between $750 and $1000 per display. A small store might require as many as 4, 6, or even 8 of this product display.

Communications Equipment

Anyone who has a small retail store will tell you; you need a phone, internet, and maybe even a computer on the premises. Having a phone is necessary, so your customers can call your business. Phones don't cost much money, but let's say $50 to cover the cost of a primary phone.

If you have tablets for the staff or a computer on-site so you can respond to client emails and website requests, you would likely need to purchase said equipment. A basic computer might cost as little as $300 or as much as $1,000 or more.

Assuming you are going to have internet for your POS at the very least, you might also need to purchase a router. A basic router only costs between $100 to $300.

If we take the cost of the phone, a computer, and a router, we are looking at a budget of about $1,500 to cover the cost of communication equipment.

Retail Location Renovations

We've discussed the initial fixture costs you are likely to face when starting your retail gift shop. As you have read, there are many things to consider. And the variables are far and wide as to how much it will all cost. It is even

more true for renovations, so I'm not going to get into all the distinct possibilities for budgeting this in this article.

But, we'll take a few key points that you will likely have to deal with when opening a retail location.

The majority of the time, retail, or rather commercial locations will require some degree of renovating to meet your requirements. And most of the time, the onus is on you to pay for these renovations. At least, that has been my experience with commercial properties.

Assuming you find a location for your gift shop, which only requires minor renovations, the following are likely renovations that will be required. Once your renovations are complete likely your local town will require that you obtain a Certificate of Occupancy before your grand opening. Check with your local town building department.

Top selling gift shop items

Many different assortments are necessary for a gift shop to be optimally profitable.

Women's and men's clothing, small items that may be useful in life or make excellent decorations for your home are all bestsellers in boutiques. Gizmos, toys, decorations, and other popular things that people like are all essential in every excellent gift shop.

- Decorative mugs – with a printed design, nice message, or hand-painted decoration. .
- Greeting cards – for holidays, birthdays, and romance
- Coffee thermoses – unique, stylish, theme designs
- Hair accessories – barrettes, headbands, and hair ties
- Jewelry – necklaces, bracelets, earrings for women, men and children
- Candles and scented home decor items
- Scarves – fashion and cold weather
- Gloves
- Calendar and daily planners
- Slippers and casual shoes
- Hats and caps
- Toys and games
- Electronic accessories such as chargers, headphones, and cases
- Books and puzzles

- Art, plaques and home decor

Gift shop / store cost source (zen business .com)

1. Contact material suppliers or companies that can provide you with the building materials

Construction materials and equipment are sourced from the companies manufacturing them. If you have finally decided to get into **the building material business**, shortlist different companies such as iron-making companies, cement producing companies, **brick manufacturing** companies, and others. Crusher is the best place to source materials like sand, bamboo around poles, etc.

It is best to list down all your material requirements and their quantity. Next, start contacting the suppliers and companies and place an order for all the materials. If need be, you may source some information from your competitors about how much material to buy, where to buy, etc. It will make things a little easier for you. However, there are several **unique business ideas** out there, but only a few of them are as promising as a **building material business**.

2. Select the right location for your building material business

To run a **Building material supplier business**, you'll require a large area. Therefore, it is best to choose where large vehicles like big tractors and trucks can easily move around. These vehicles transport the materials from one place to another.

You can start the business on your land (if you have any) or consider taking up space on lease or rent. If you are still wondering **how to start building a material supplier business,** you can help some experienced people in the market for guidance.

3. Arrange Transport for the Business

Hire a truck or tractor for arranging the transfer of materials from one place to another. You may either contact a reliable transport business company in your area or make arrangements for a rental vehicle, a more economical option in **the construction supply business.** Also, you'll get tremendous import and export opportunities in this business.

Whether you are an established building material supplier or starting, be sure you know the trade's know-how. Then, you can easily create a perfect **building material business plan** with the right set of information. Then, try **new business ideas** to grow your business far and wide.

4. Get a License before executing your building material business plan.

It is important to get a license from your state's authority before you start the business. Industry-based business registration is mandatory for Micro, Small, and Medium Enterprises. Apart from giving identity to a business, registration comes in handy when applying for a business loan.

Additionally, you will require GST registration and a trade license. After your **construction supply business** gets all the licenses issued in its name, it will be considered legal by law. Only then can you enjoy the privileges given to legal construction material suppliers.

5. Calculate the cost of setting up the business and prepare your budget accordingly

Before calculating the cost, determine the scale of your business. Decide whether you want to start small or big. Know that you'll need a minimum 1-3 million initially. However, it is considered one of the **best business ideas.** You can make good money only if you are smart with your strategies and planning.

It isn't mandatory to maintain stock of every construction material. Suppose you have a tight budget and choose to stock a limited number of materials with a higher demand comparatively. If you round off on starting a large-scale **building material business,** then you'll need at least1-3 million when starting up.

6. Look for reliable and experienced employees for the business.

It is not practically possible to handle everything in the **building material supplier business.** Hence, it is important to hire people who can help you out in stocking, loading, and transporting the materials. They can be hired on a fixed salary according to their skills and job profile.

7. Focus on marketing your new venture

The real game starts after establishing the venture. After creating **a building material business plan**, you need to promote and spread the word about your business. Even if you employ the best **small business ideas**, you won't get the desired results until you promote them so that more and more people can have information about it.

Therefore, advertising your new venture is highly important. You may advertise in the newspaper, distribute pamphlets, use social media to inform people and share the info with friends and family.

Sourced https://okcredit.in/blog/how-to-start-building-material-business/

Cost for beer distribution ware house

Determine the Cost of Starting a Brewery

Because there are so many different types of breweries, the cost of opening your own can vary quite a bit. Several factors including how much beer you plan on producing, the possibility of serving food and maintaining a dining room, and the size of the property you'll be operating in can influence the price of your brewery. Below, we've listed the estimated costs of a brewery's various expenses.

- **Brewery Equipment Cost:** The amount you pay for brewing equipment ultimately depends on the size of your brewery and whether you buy it new or used. You can purchase brewing equipment with the smallest capacity for $100,000 or less if you buy it used, or pay up to $1 million or more for a brand-new, 30-barrel system.
- **Furniture Cost:** Depending on the style and level of quality you're looking for in your brewery, the price of. restaurant furniture in your restaurant can range from as low as $4,000 to as high as $15,000.
- **Rent or Mortgage Payments:** When you decide on retail space to operate your brewery out of, take into account how much space you'll need. It's essential to have enough space for your utilities and brewing equipment. Additionally, if you plan on operating a taproom, make sure there is enough space for guests to

comfortably dine. Regardless, the cost of retail rent is determined by square foot and can range from anywhere from $10/square foot to as high as $30/square foot.

What Is the Average Cost of Starting a Brewery?

In total, the cost of opening a brewery can range from as low as $250,000 to upwards of $2 million. However, for a standard brewery, it's reasonable to expect that value to fall between the range of $500,000 and $1.5 million. The average cost of opening a brewery is dependant on a number of factors which vary based on your concept, location, needs, and preferences.

Source

https://www.webstaurantstore.com/article/587/how-to-start-a-brewery.html

Dealership cost after construction

A car dealership is one of the costliest business ventures to start. It is a business that requires a substantial volume of capital, with a high-risk level. But, if you are deeply passionate about automobiles, then, it is an ideal business for you to venture into. Typically, the cost of starting a car dealership is between 1 million dollars to 10 million dollars. This cost varies based on the type of car dealership, the size of the dealership (the number of cars you intend to start with), your location, specific bonds, and insurance cost. This cost covers the car purchasing cost, physical amenities, business registration, property, and inventory. This article (and video) explains in detail what you need to start a car dealership and how much to budget specifically for when starting a car dealership. This is because it is safer to properly plan and budget before setting out to start a car dealership to prevent unnecessary last-minute surprises.

Source

https://qtbizsolutions.com/2021/06/02/how-much-does-it-cost-to-start-a-car-dealership/

Restaurant start up cost

- Business licenses/permits – this includes city licensing fees, liquor permits and compliance permits such as health and safety. Cost vary, so you'll have to find out what local permits are required and how much they are for your locality. Individual permits could range from $100 to $300.
- Legal/processing fees – there's a lot of paperwork and even more legalities involved in business formation. As a result, you'll need help from an experienced lawyer to make sure your operation is legal. Expect to spend anywhere from $500 to $2,000 to have a lawyer at your disposal to review documents on your behalf. An attorney can be especially valuable when it comes to signing contracts. Always conduct your due diligence with your county's Public Records Department, making note of multiple changes of ownership, temperature or insect infestation violations, etc. Running this information past your legal team before signing any contract may save you more money in the long haul.
- Building improvements – this applies more to building owners, but remodeling costs are often necessary to get your space set up for your particular needs. Including your kitchen, costs to remodel a restaurant can climb to $250,000 to $350,000.

- Kitchen and cooking equipment – starting from the ground up, you could spend as little as $50,000 for a small-scale operation or upwards of $150,000 for a larger setup. In addition to your cooking equipment (stoves, industrial mixers, griddle, etc.), you'll also need proper refrigeration and a commercial dishwasher. Many restaurant startups can overspend when it comes to purchasing equipment. One money-saving option is to look for second-hand equipment. Some restaurants that may recently have gone out of business often sell their wares online to recover costs. Looking for quality, used equipment in good working condition can save you some much-needed capital.
- Tables, furniture and tableware – this cost can vary based on the quantity and quality you opt for. However, on average, you can expect to spend $80,000 on tables, chairs, decor and more.
- Ordering and payment technology (POS systems) – if you want to stay open, you'll need a way to be paid, keep track of orders, and keep track of your inventory. Expect to pay approximately $20,000 for a Point-of-Sale (POS) system or similar type of technology.

- Signage and advertising – you'll want to make a splash with your grand opening. To make it really count, you're looking at about $20,000 to $30,000 up front.
- Accessibility to the disabled persons - if you have a sit-down restaurant, depending on your location, you may have to pay a hefty amount to ensure your restaurant has an accessible ramp and bathrooms to accommodate disabled patrons. Mike Metzger, co-owner of farm-to-table, nose-to-tail restaurant Stockyard Sandwich Co. in Philadelphia, noted that: "It would have cost $30,000 to make our restaurant accessible at the outset. This informed his and his partner's decision to make their startup a takeout-only restaurant at the outset."

Recurring and ongoing costs

There are a number of ongoing costs that come along with restaurant ownership if you want to thrive. It's true you have to spend money to make money—here are the main areas you'll be spending on. While there a lot of expenses here, they can be managed using expense tracking software.

- Lease/mortgage payments – the most obvious recurring and ongoing cost to running a restaurant, your monthly lease or mortgage payment, can vary according to a number of factors, including location and deal negotiation. You could be spending anywhere from $2,000 to $12,000 monthly for your space. Buying your location means you have to pay taxes on both your property and the land it sits on. Leasing, on the other hand, can limit the number of years you stay in a location, but you can always negotiate an option to renew, and renewing with a small percentage increase every month or every year you stay open. In either case, whether you choose to buy or renew, you'll still be responsible for your own insurance.
- Employee salaries – your employees are integral to your operation, so you have to make sure they're paid. You're looking at $28,000 to $55,000 for a salaried manager to keep things running smoothly. You'll be paying $1,300 to $1,800 weekly for your head chefs and $575 to $650 for your line and prep cooks. Wait staff typically earn minimum wage and get to keep their tips.

- Food and beverage costs – this is quite literally your bread and butter, but the costs vary drastically from restaurant to restaurant depending on what kind of food and drinks you're serving. Another way to keep costs low when pursuing a liquor license is to consider a satellite license. Some states allow restaurants to obtain a satellite license from a brewing company. A satellite license allows a licensed brewery, winery or distillery to designate up to a specified number (often between three and five) of bars or restaurants to serve as a satellite facility, allowing them to sell their alcoholic beverages, as long as these bars and restaurants are in the same state as the brewery, winery or distillery.
- Utilities – you have to keep the lights on and the ovens cooking. Factoring in gas, electric, water, trash removal, phone and Internet, you're looking at about $2,500 per month.
- Marketing and advertising – for success, you'll need to have a consistent presence. If you want to go the route of print or broadcasting, ad space is at a premium. Web advertising is typically less expensive or even free if you take to social media.
- Insurance and permits – additional recurring expenses can add up. Insurance (building, inventory, liability) and typical licenses and

permits (business, food handlers, sign, music and ADA compliance) can set you back about $10,000 when they're up for renewal.

- Miscellaneous expenses – these include anything and everything you might not expect. Unexpected repairs on equipment or fixtures can get costly, so you should always work the what-ifs into the budget.

Source

https://www.sage.com/en-us/accounting-software/startup-costs/restaurant/

The Estimated Cost to Starting a Dry Cleaning Business

When it comes to starting a standard dry cleaning business, one is expected to spend the bulk of the start-up capital on leasing a facility in an ideal location and of course purchasing and dry cleaning equipment and machines. Please note that the exact cost of opening a dry cleaning business depends on the size and where it will be located. You are also expected to purchase cleaning supplies, packaging materials, and of course pay of your employees and utility bills.

These are the key areas where you are expected to spend your start–up capital on;

- The total fee for registering the business in the United States of America – $750.
- Legal expenses for obtaining licenses and permits as well as the accounting services (software, P.O.S machines, and other software) – $3,300.
- Marketing promotion expenses for the grand launching of the dry cleaning business in the amount of $3,500 and as well as flyer printing (2,000 flyers at $0.04 per copy) for the total amount of – $3,580.
- The cost for hiring a Business Consultant (it includes writing of business plans) – $2,500.
- Insurance (general liability, workers' compensation, and property casualty, and other related insurance policy) coverage at a total premium – $2,400.
- The cost for payment of rent for a facility for 12 months at $1.76 per square foot in the total amount of – $25,500.
- The cost of remodeling the facility and constructing a standard dry cleaning facility (including installing the needed machines and gadgets) – $10,000.
- Other start-up expenses including stationery ($500) and phone and utility deposits ($2,500) – $3,000
- Operational cost for the first 3 months (salaries of employees, fueling and maintenance of the distribution trucks, and payments of bills et al) – $15,000
- The cost for start-up inventory (cleaning chemical supplies, starch, detergents, and soaps) – ($3,500)

- The cost for storage hardware (bins, rack, shelves, creates) – $3,500
- The cost for the purchase of laundry machines and equipment (Industrial Washing Machine, Industrial blower or dryer, Hand dryer, industrial pressing iron, pressing table, Cloth racks and hangers, Laundry sterilizing machine, Water heater, Laundry basket, store room, and large containers) – $25,000
- The cost for store equipment (cash register, security, ventilation, signage) – $750
- The cost of purchase of distribution van – $15,000
- The cost of purchase of distribution van – $15,000
- The cost of launching a website – $600
- The cost for our opening party – $3,000
- Miscellaneous – $2,000

From the rough estimate as listed above, you would need a minimum of one hundred and nineteen thousand three hundred and eighty USD ($119,380) to establish a medium–scale but standard dry cleaning business in any city in the United States of America. Please note that this amount includes the salaries of all the staff for the first three months of operation.

- Sourced https://www.profitableventure.com/cost-start-drycleaning-business/

Start up cost for funeral home

funeral homeowner doesn't necessarily need a business degree, but certain skills, experiences, and education programs can increase the business' chance of success.

Experience in the funeral industry. A business owner who has worked in the funeral industry will be better prepared for the challenges that come with owning a funeral home.

Education. According to the American Board of Funeral Service Education, all states require funeral directors to be licensed, and those licensure requirements vary from state to state. Many states require that a candidate have post-secondary education (often a two- or four-year certificate or degree in funeral service education), complete an internship, and pass the National Board Examination.

Interpersonal skills. Funeral homeowners need great interpersonal skills since they work with families going through some of the worst days of their lives. A funeral home owner who is warm, kind, and compassionate can make a lasting impression on families.

Attention to detail. From ensuring that all of a family's wishes are met with each funeral to managing inventory, funeral home owners work with important detail every day.

Management experience. Funeral homes need multiple employees, so experience in hiring, training, and managing staff is important.

Organization skills. From coordinating all the elements of a funeral to managing employee schedules, a funeral home owner needs to be well-organized.

Basic Funeral Home Startup Costs

Funeral homes require significant startup costs. Smaller operations can cost $150,000 to $250,000 to start, while larger businesses can cost as much as $450,000 and up.

Common startup costs for a funeral home include:

Embalming machine

Preparation room – refrigeration, lifts, and sanitation equipment

Inventory, like caskets and urns

Furniture and decorations

Hearse and funeral lead car for funeral processions

Building renovations and modifications

Working capital for the first three to six months of salary, utilities, internet, rent, etc.

Licensing – funeral home direct

sourcehttps://osirissoftware.com/basic-startup-costs-for-a-funeral-home/

Whole sale garden / nursery business start up cost

Location will significantly affect your start-up costs as you need a decent amount of land, and an urban site will be priced significantly higher than an existing rural farm. Greenhouses can cost anywhere from $30,000 to $100,000 depending on size, whether or not it will be heated, require electricity and how you have it plumbed. Your retail storefront will require another $50,000 investment minimum and your start-up plants, soil, and supplies will run you another $10,000 to $50,000. It is a labor intensive start-up, and payroll should be part of your initial business plan.

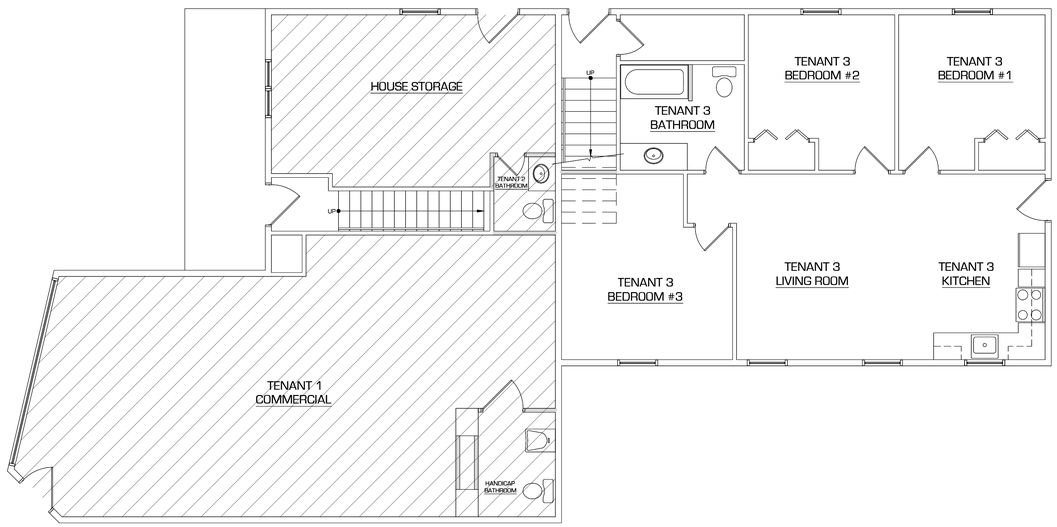
What are the ongoing expenses for a plant nursery?

Payroll, water, chemicals, and inventory are your largest expenses. When scouting locations, you may wish to investigate the use of private wells versus municipal water supplies to lower operating costs.

Source https://howtostartanllc.com/business-ideas/plant-nursery

We spoke to multiple banks in regards to this situation , not one of them are willing to lend on any of these ideas . To high risk we also spoke to local credit unions. It would be nearly impossible to fund any of these ideas because of the drastic loss that is involved (purchase price ,and current construction). The only way to break even on this property is to leave the current structure as is. 579 main st is a mix use building and was previously approved for residential use. The prior owner hired a gc they had some sort of conflict which led to the building permit to lapse. In this financial report we attached comps for local industrial warehouses that are for sale / rent. Local restaurants for sale/rent and also we attached similar buildings that are located in main st pk. Since the exchange of new owners the building has been vacant / no activity. Each window on the bottom floor was broken. We had to install plywood over the windows to stop the vandalism. We installed a 6ft fence to try and stop this now the walk thru traffic throws an unbelievable amount of garbage over the fence. The city of poughkeepsie has allowed us to work in the two commercial storefronts we roughed in all plumbing and electric, insulated , inspected . now we are at a stand still even if we close up the commercial spaces we can not even rent them because the building will not carry a certificate of occupancy. The new owners have over $450,000 as is standing . We provided all financial data

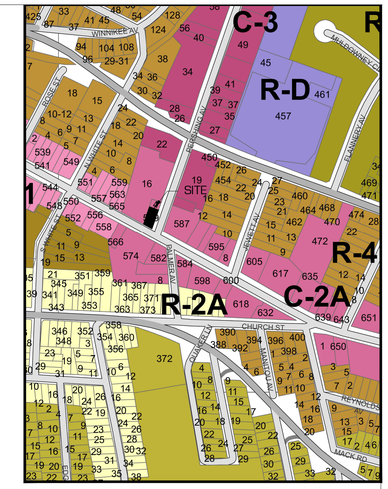
showing construction cost then we sourced out how much it would cost to set up the business that are allowed in the zoning district. Creating any of the businesses to rent the realestate does not make financial sense. We are seeking a use variance so we can receive a building permit and help towards the “ master plan of poughkeepsie”



1 PB1.0 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

3 PB1.0 MAIN STREET ELEVATION

4 PB1.0 PERSHING AVE ELEVATION

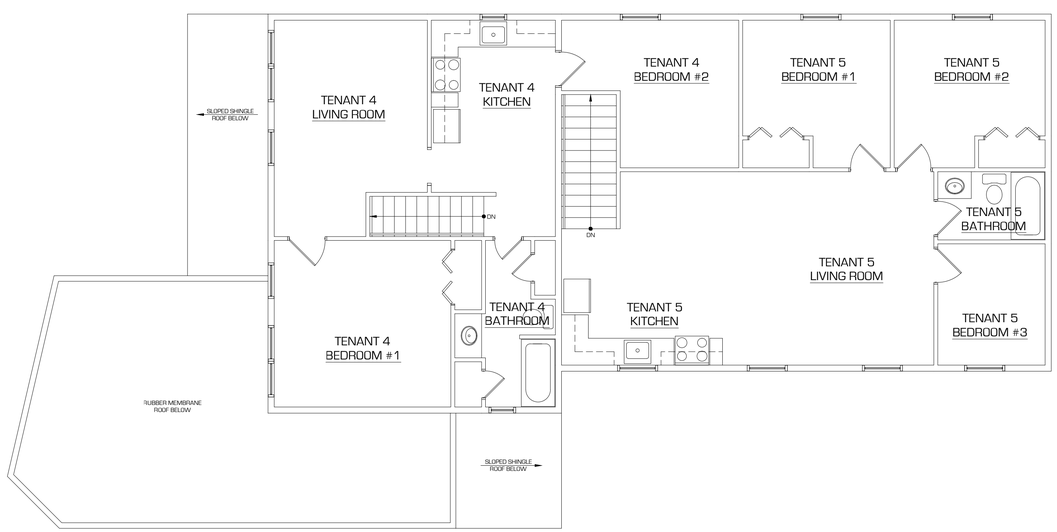


SITE LOCATION/ZONING MAP

BULK REQUIREMENTS - C-2A

USE: APARTMENT HOUSE

ITEM	REQUIRED/ALLOWED	PROVIDED
LOT REQUIREMENTS		
LOT AREA	NONE	7,405 SF
LOT FRONTAGE	40'	50'
FAR	20%	3768/7405 = .5%
YARD REQUIREMENTS		
FRONT YARD	10'	0'/10'
REAR YARD	20'	20'-0"
SIDE YARD (EACH)	10'	0'/40'
COVERAGE REQUIREMENTS		
MAXIMUM LOT COVERAGE	60%	28.9%
PARKING		
OFF-STREET PARKING	2 - 3 BEDROOM = 4 1 - 2 BEDROOM = 2 OFFICE (1/300 SF) 283 SF = 1 RETAIL (1/300 SF) 740 SF = 2	2 SPACES



2 PB1.0 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

5 PB1.0 SITE PLAN
SCALE: 1/4" = 1'-0"

A. HENNESSY ARCHITECTS, P.C.

A. HENNESSY ARCHITECTS, P.C.
• ARCHITECTURE • LAND PLANNING
• ENGINEERING • DEVELOPMENT
1200 STONY BROOK COURT - SUITE 3
NEWBURGH, NEW YORK 12550
PHONE: 845-561-7500 FAX: 845-561-7534
WWW.HENNESSYARCHITECTS.COM

CLIENT:

JOHANNY PROPERTY'S LLC

2600 SOUTH ROAD
POUGHKEEPSIE, NY

PROJECT:

MULTI-USE ALTERATIONS

579 MAIN STREET
POUGHKEEPSIE, NY

ARCHITECT'S SEAL:

REGISTERED ARCHITECT
ANDREW J. HENNESSY
026789-1
STATE OF NEW YORK

UNAUTHORIZED ADDITION OR ALTERATION OF THIS PLAN IS A VIOLATION OF SECTION 7209 (2) OF THE NEW YORK STATE EDUCATION LAW.

BUILDING PICTURES
FLOOR PLANS
SITE PLAN

REVISIONS:

PROJECT No.:	22006
SCALE:	AS NOTED
DATE:	6.16.22
DESIGNER:	MH
CHECKED:	AJH
DRAWN BY:	MH

SHEET NO.
PB1.0

RECEIVED AUG 9 2022

Short Environmental Assessment Form
Part 1 - Project Information

RECEIVED AUG 2 9 2022

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: Main street

Project Location (describe, and attach a location map): 579 Main Street, Poughkeepsie Ny, 1260

Brief Description of Proposed Action: Use existing structure and layout

Name of Applicant or Sponsor:	Telephone: 914-291-4526
Jonathan Pagan	E-Mail: OneStop GC 845@gmail.com JAessentials 845@gmail.com
Address: 30 eastern parkway.	
City/PO: Poughkeepsie	State: New york / Zip Code: 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:	☒	☐

3. a. Total acreage of the site of the proposed action? 7,405 SF acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 7,405SF acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

☐ 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: _____	☐	☒

	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?	☒	☐
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?	☒	☐
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: _____		
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)? 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? 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? If Yes, describe: _____	☒	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Jonathan Pagan Date: 8/29/22

Signature: _____ Title: CEO

PRINT FORM

Johanny Inc

September 26, 2022

Kenneth Pagan
9 Legion Circle
Melville New York !1747

To Whom it may Concern,

I am the CEO of Johanny Inc. properties we are , filing for a use variance. For 579 Main Street Poughkeepsie NY. 12601

Sincerely yours,

Kenneth Pagan

1234 MAIN STREET ANYTOWN, STATE ZIP (123) 456-7890 @URNASEMPER

Garcia, Lori

From: Griffin, Nancy
Sent: Wednesday, September 21, 2022 3:21 PM
To: Schukal, Kristen
Cc: Garcia, Lori; Hom, Susan; Valk, Rebecca A.
Subject: RE: 579 Main Street

According to Edmunds and ParcelAccess, 579 Main Street is owned by Ariel Cordova. However, according to DCCO, he sold it to Johanny Properties LLC on 5/23/22, recorded 6/7/22.

From: Schukal, Kristen <KSchukal@cityofpoughkeepsie.com>
Sent: Wednesday, September 21, 2022 3:06 PM
To: Griffin, Nancy <NGriffin@cityofpoughkeepsie.com>
Cc: Garcia, Lori <LGarcia@cityofpoughkeepsie.com>; Hom, Susan <SHom@cityofpoughkeepsie.com>; Valk, Rebecca A. <RValk@cityofpoughkeepsie.com>
Subject: FW: 579 Main Street

Nancy,

Lori forwarded this. I am not aware of this property? Was it a city owned property that was sold to the applicant?

Kristen

From: Garcia, Lori <LGarcia@cityofpoughkeepsie.com>
Sent: Wednesday, September 21, 2022 2:40 PM
To: Schukal, Kristen <KSchukal@cityofpoughkeepsie.com>; Hom, Susan <SHom@cityofpoughkeepsie.com>
Subject: 579 Main Street

Hi,

I think you two are my contacts to find out if there are any financial obligations to the city for the attached applicant/parcel. Let me know if I am wrong. OR let me know as soon as you can if there are any or if they are clear.

Thank you!

Lori Garcia
Board Administrative Assistant
Development Department
City of Poughkeepsie
62 Civic Center Plaza, 2nd Floor
Poughkeepsie, NY 12601
Phone: (845) 451-4263 Fax: (845) 451-4006

ZONING REVIEW RECORD

LOCATION: 579 Main St APPLICATION DATE: 9/21/22

PROPOSAL: Mixed Use - Commercial with 3 Residential Units

REVIEWER: Joe O'Brien REVIEW DATE: 9/22/22

ZONING DISTRICT: C-2A

THE USE IS:

(a) Permitted by Right	☑	Section 19–	3.23.1(2)(a) Retail
(b) Permitted after Site Plan Review	☐	Section 19–	
(c) Permitted by Special Permit	☐	Section 19–	
(d) Not Permitted in this District	☑	Section 19–	3.23.1(2)(a) office & Residential
(e) Change in Legal Nonconforming Use	☐	Section 19–	

LOT AND BULK REQUIREMENTS

ITEM	REQUIRED	SECTION	PROVIDED
Minimum Lot Area	—	19-3. —	
Minimum Lot Width	—	19-3. —	
Minimum Frontage	40'	19-3.23.1(4)(b)	50'
Minimum Yards		19-3.	
Front	10'	19-3.23.1(4)(c)1.	0'/10'
Side	10'	19-3.23.1(4)(c)2.	0'/40'
Rear	20'	19-3.23.1(4)(c)3.	20'
Maximum FAR	2.0	19-3.23.1(4)(d)	0.5
Maximum Height	—	19-3. —	
Maximum Lot Coverage	60%	19-3.23.1(4)(e)	28.9%
Open Space	—	19-3. —	

PARKING AND LOADING REQUIREMENTS

ITEM	REQUIRED	SECTION	PROVIDED
Parking Spaces	10	19-4.3(11)	2
Parking Space Size	9' x 20'	19-4.3(5)(b)	Not provided
Access to Parking			
a) 4 or fewer spaces	8' – 15'	19-4.13(2)	Not provided
b) More than 4	One 15' Lane	19-4.3(5)(a)	
c) More than 20	Two 10' Lanes	19-4.3(5)(a)	
Aisle Width	16'-22'	19-4.3(5)(b)	Not provided
Plantings	yes	19-4.3(1)	Not provided
Screening	yes	19-4.3(2)	Not provided

Is a public or private facility available within 600'? ☐ YES ☐ No

PARKING AND LOADING REQUIREMENTS (continued)

ITEM	REQUIRED	SECTION	PROVIDED
Loading Berths		19-4.3(12)(a)	
Loading Berth Size	15' x 45' x 14'	19-4.3(12)(b)	
Access to Berth			
a) To berth alone	10'	19-4.13(2)(c)	
b) Combined access	25'	19-4.13(2)(c)	
c)		19-4.3(5)(a)	
Location of Exits and Entrances		19-4.3(5)(b)	
a) Parking lots with more than 4 spaces	Prohibited within 50' of any street intersection	19-4.3(5)(a)	
Loading areas		19-4.3(12)(c)	

LANDSCAPING REQUIREMENTS

ITEM	REQUIRED	SECTION	PROVIDED
General Landscaping	YES	19.4.11(1)(a)	NOT PROVIDED
Landscape Strips	YES	19.4.11(1)(b)	NOT PROVIDED

ACCESSORY USES

ITEM	REQUIRED	SECTION	PROVIDED
Swimming Pools		19-4.7	
Tennis Courts (etc.)		19-4.8	
Other:		19-4.13	

SIGN REQUIREMENTS

TYPE OF SIGN: NOT PROVIDED

ADDITIONAL REQUIREMENTS

SECTION	COMMENT

ZONING REVIEW RECORD PROPERTY: _____

ADDITIONAL REQUIREMENTS (cont'd)

SECTION	COMMENT

IS THE PROPETY IN THE CITY'S HISTORIC DISTRICT?	☐ YES See 19-4.5	☑ No
IS THE PROPETY LISTED ON THE NATIONAL REGISTER?	☐ YES See 19-4.5	☑ No
IS THE ACTION PROPOSED A TYPE ONE ACTION?	☐ YES	☑ No
IS THE PROPERTY LOCATED IN A FLOOD PLAIN?	☐ YES See 19-4.6	☑ No

COMMENTS: _____

ADDITIONAL REVIEWS REQUIRED	YES	NO	FORWARDED	DATE
PLANNING BOARD (Site Plan)	☐	☐		
PLANNING BOARD (Special Permit)	☐	☐		
HISTORIC DISTRICT COMMISSION	☐	☑		
OTHER: _____	☐	☐		

DISPOSITION _____

DATE: 9/22/22 SIGNATURE: _____

From: Knauss, Judith
Sent: Tuesday, July 5, 2022 3:46 PM
To: 'JA Essentials' <jaessentials845@gmail.com>
Cc: Philipp, Eric <EPhilipp@cityofpoughkeepsie.com>; O'Shea, Robert <ROShea@CityOfPoughkeepsie.com>
Subject: 579 Main Street

Dear Jonathan:

Following our meeting on June 30, 2022, I reviewed the files of the Building Department and consulted with the Building Inspector relative to your plans for the property at 579 Main Street. The building was previously a mixed use building containing a retail store on the first floor and a residential component. The building has been vacant for some number of years. You are proposing a commercial component and four (4) dwelling units.

Please be advised that, as we discussed, the property is located in an area of the City zoned Main Street Commercial (C-2A) District. The use of the property in C-2A Districts for residential purposes is not permitted, pursuant to the provisions of Section 19-3.23..1(2) of Zoning Ordinance. The previous residential component was nonconforming. As the building has been vacant for a period in excess of one year, any right to re-establish this use has expired, pursuant to the provisions of Section 19-5.1(1)(d), which states that a nonconforming use "shall not be reestablished or changed to another nonconforming use if such use has been discontinued for any reason for a period of one year. Intent to resume a nonconforming use shall not confer the right to do so."

Therefore, any application to establish or re-establish a residential use would require a use variance from the Zoning Board of Appeals. Here is a link to that application on the City's website: https://cityofpoughkeepsie.com/DocumentCenter/View/1350/ZBA-Use-Variance-Application-Form. Please note that there are no guarantees that the Zoning Board of Appeals will act favorably on such an application. However, I believe it is important to remember that, as discussed during our meeting, the City has undertaken a major revision to our Zoning Ordinance, which we hope may be adopted as early as October of this year. Such a revision will likely address the issue of the residential use as outlined herein.

Please note that there is nothing in this determination that would preclude you from moving forward with plans to renovation the commercial component of the building. Retail stores and service businesses are permitted, and would require only a building permit to establish. Other commercial uses are permitted, but might require additional approvals, such as area variances and site plan or special permit approval from the Planning Board. The work involved could take place while waiting for the results of the rezoning.

Please feel free to contact me if you have any further questions in this regard.

Very truly yours,
Judith Knauss
Deputy Zoning Administrator

CITY OF POUGHKEEPSIE, NY
BUILDING, PLANNING & ENGINEERING DEPARTMENTS

SITE PLAN CHECK SHEET

ADDRESS: 579 Main St.

The following is a list of deficiencies noted to exist in the submission relative to the requirements for site plan review.

I) APPLICATION REQUIREMENTS AND GENERAL SITE PLAN INFORMATION

Compliance Certified		Item Description
☑ YES	☐ NO	Properly completed application form, including accurate contact information and applicant signature.
☑ YES	☐ NO	Required fees submitted: ☐ Site Plan: $500, plus $150 for 1000 square feet of floor area; ☐ Special Permit: $250 ☐ Full EAF: $500; ☐ $35 x _____ (# of Required Parking Spaces) = _____ TOTAL: _____
		Area Variance $1K 7/29
☑ YES	☐ NO	Short Environmental Assessment Form submitted.
☐ YES	☐ NO NA	Full Environmental Assessment Form submitted.
☐ YES	☑ NO	Name and address of owner of record appears on plan.
☑ YES	☐ NO	Name and address of person, firm or organization preparing the plan.
☐ YES	☑ NO	Date (including any revision dates), north arrow, written and graphic scale. The Scale is incorrect
☑ YES	☐ NO	Vicinity map (i.e., Sanborn, tax map).
☑ YES	☐ NO	Existing zoning (lot and bulk tables are not required, but if provided must be accurate).
☑ YES	☐ NO	Professional signature and seal on plan, as required by law.
☐ YES	☑ NO	Names of owners of adjoining properties, as shown on the latest tax records.
☐ YES	☑ NO	A statement indicating the financial capability of the applicant to complete the proposed development.
☐ YES	☐ NO	Are any waivers requested? If so, list here (and provide a written request for waiver, outlining the item to be waived and the rational for waiver: _____

SITE PLAN CHECK SHEET PAGE 2
ADDRESS: _____

II) EXISTING SITE CONDITIONS

Compliance Certified		Item Description
☑ YES	☐ NO	Site plan is prepared under the direction of a licensed surveyor or licensed professional engineer or references a properly prepared survey with surveyor name, license number and survey date indicated. If a city digital map is utilized, field verification of all features and elevations must be certified by a licensee surveyor or licensed professional engineer.
☐ YES	☑ NO	Location, width and purpose of all existing easements, rights-of-way, setbacks, reservations and rears dedicated to public use, outline of existing covenants and deed restrictions within, adjacent or otherwise pertaining to the property.
☐ YES	☑ NO	Plan view must show all existing features extending a minimum of twenty-five (25) feet past property boundary lines. Such features include all of the following:
☐ YES	☑ NO	Existing contours with intervals of five (5) feet or less, referred to a datum satisfactory to the Planning Board. If parcel is relatively flat, contours MAY be waived if spot elevations are shown which indicate the general slope of the terrain;
☐ YES	☑ NO	Paved areas, walkways, parking areas, vehicular access to public streets, internal drives (detailed as required by material type: i.e., asphalt, concrete, stone, etc); existing landscaping, screening and fences (detailed);
☑ YES	☐ NO	Outlines and descriptions of all structures;
☐ YES	☑ NO	All watercourses, marshes, wooded areas, rock outcrops, isolated trees with a diameter of eight (8) inches or more measured three (3) feet above the base of the trunk, curbs, sidewalks, adjacent streets with names and widths, and any other significant features.
☐ YES	☑ NO	Show locations of ALL existing utilities, underground and aboveground, within and adjacent to property and in the street, including, but not limited to: sanitary, storm, water, gas and electric, and any utility poles, including light poles. Show all existing connections.
☐ YES	☑ NO	Approximate boundaries of any areas subject to storm water overflows (reference FEMA 100 year floodplain panel or study).

SITE PLAN CHECK SHEET PAGE 3
ADDRESS: 579 Main

III) PROPOSED SITE IMPROVEMENTS

Compliance Certified		Item Description
☐ YES	☐ NO NA?	The location of all proposed buildings or structural improvements.
☐ YES	☐ NO NA	Detailed elevations of all proposed principal and accessory structures.
☐ YES	☐ NO NA	Show locations, size and material of all proposed utilities and service connections.
☐ YES	☑ NO	The location and design of all uses not requiring structures, such as off-street parking and loading areas, walkways, other paved areas and any open space for tenant recreational purposes for residential development. Profiles indication grading and cross sections showing location and width or roadways and walkways. Any proposed direct pedestrian connection to public parking lots or structures will also be shown.
☐ YES	☑ NO	Proposed screening and landscaping, including a planting plan, in accordance with Section 19-4.11 of the Zoning Ordinance.
☐ YES	☑ NO	Location, direction, power and time of use of any proposed outdoor lighting or public address systems. Provide an Isometric Footcandle Distribution Diagram, maximum illuminance levels shown in footcandle measurements on a grid of the site showing readings in every ten-foot square, overlaid on the site plan, as a separate sheet or view. One-half (1/2) foot candle is recommended. All lights to be shielded to prevent glare on adjoining properties, including public property.
☐ YES	☐ NO NA	Any proposed new grades, indicating clearly how such grades will met existing grades of adjacent properties or the street.
☐ YES	☐ NO NA	An outline of any proposed easements, deed restrictions, covenants or rights-of-way and a notation of any areas to be dedicated to a public agency, and any public improvements contemplated on or adjoining the property.
☐ YES	☑ NO	Location of any fire alarm boxes and/or connections to the city fire alarm system.
☐ YES	☑ NO	A determination of storm water quality requirements based on NYDES Phase II requirements. Further, ANY improvements within the Fallkill Creek watershed, which has been declared a 303(D) impaired watershed, require full stormwater treatment as per NYSDEC.

SITE PLAN CHECK SHEET PAGE 4
ADDRESS: _____

IV) OTHER REQUIRED PLAN NOTES

Compliance Certified		Item Description
☐ YES	☐ NO NA	Show plans for all proposed stormwater improvements. Applicant shall mitigate storm to historic run-off rates for the 10-year storm.
☐ YES	☐ NO NA	The following note concerning the protection of trees must be shown on all site plans where existing trees are proposed to be retained: "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." In addition to the note on the plan, the location of the protective fencing must be shown on the site plan or landscape plan. Where a trees close proximity to a proposed building, driveway, parking area, or construction vehicle access way prevents the installation of fencing at the drip line, the modification of the fence position shall be shown on the site plan and shall be subject to the approval of the Planning Board. Field modification of the fence position may be granted by the Building Inspector/Zoning Administrator or Deputy Building Inspector.

V) REQUIRED REFERRALS TO OTHER AGENCIES OR BOARDS

☐ YES	☑ NO	Dutchess County Planning Department
☑ YES	☐ NO	Zoning Board of Appeals
☐ YES	☑ NO	Historic District and Landmark Preservation Commission
☐ YES	☑ NO	Waterfront Advisory Committee
☐ YES	☑ NO	Shade Tree Commission

ADDITIONAL COMMENTS

Use DC Parcel Access to assist with outlines

Natalie Quinn, ~~Senior Planner~~ Development Director
Judith Knauss, Deputy Zoning Administrator

9/22/2022
Date

Use Variance request.

The action being request is an Use Variance to allow the construction of this facility which would not allowed in the existing zone

(i) **The applicant must demonstrate competent financial evidence, that they cannot realize a reasonable financial return for the initial investment on their property for any of the currently permitted uses in the Zoning District. The financial statement should relate only to the subject property and not to the applicant's personal finances**

Response

The project has been marketed to potential commercial uses with no success to date. This is mainly due to the fact that the site has no direct access to Main Street. The only access the site has is to Maple Ave is through a portion of the property which would be zoned R-4 as a result of combining two previously separate properties. Without the ability to have anyone interested in developing on the parcel based on current zoning is a financial hardship.

(ii) **Please explain how the alleged hardship relating to the property in question is unique and does not apply to a substantial portion of the district or neighborhood. Does the subject property have unique constraints or characteristics not found in other properties in the district or neighborhood?**

Response

The existing parcel I bounded on 3 of the four sides by parcels that are zoned R-4 , and C2A see exhibit 1. The use we are requesting the variance for will allow the construction of multifamily apartment buildings which will serve to act as a transition from the commercial space including Family Dollar found on Main Street to the residential space along the west bound arterial. The proposed project will provide a connection from the residential homes along the arterial, along Pershing Flannery , Jewett and Corlies Ave including the Mill Street Lofts.

(iii) **If granted, will the requested variance alter the essential character of the neighborhood? If it will not alter the character, please explain why.**

Response

The proposal is to construct a multiple residence rental development on a vacant 1.43 acre parcel on Maple Street. The lot is in the C2A. The proposed development will include 26 one-bedroom units, 11 two-bedroom units and 3 three-bedroom units for a total of 40 units. We feel this construction will provide a connection from the arterial on the east to Main Street on the west for both this site and the surrounding community. The structures constructed will be in keeping with the scale of the surrounding homes.

(iv) **Is the applicant's need for a use variance the result of a self created hardship? An applicant cannot claim "unnecessary hardship" if that hardship was created by the applicant, or if the applicant acquired the property knowing (or was in a position to know) the conditions for which the applicant is seeking relief. If not, explain how the hardship is not self-created.**

Response

The zoning found on this property, see exhibit 1 . The site is located in an area that is the transition from the commercial found on Main Street to the residential found along the arterial.

Looking south in the from Maple Street

THE CITY OF POUGHKEEPSIE
NEW YORK
BUILDING PLANNING & ZONING
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4007 Fax: (845) 451-4006

Gary E. Beck, Jr.
Building Inspector

FEE: $350.00
CODE: A2112
ACTIVITY #

APPLICATION TO THE ZONING BOARD OF APPEALS
CITY OF POUGHKEEPSIE, NEW YORK

REQUEST FOR AREA VARIANCE(S)

(TYPE, OR PRINT IN DARK INK)

I. OWNER INFORMATION

Name: MAPLE STREET of DUTCHESS LLC

Address: 278 Mill St
POUGHKEEPSIE NY 12601

Phone #: 845-471-1047

II. APPLICANT INFORMATION

Name: MAPLE STREET of DUTCHESS LLC

Address: 278 Mill Street
POUGHKEEPSIE NY 12601

Phone #: 845-471-1047

(If the applicant is not the owner, proof that the owner consents to the application must be provided.)

III. CONSULTANT INFORMATION

Name: BERGER ENGINEERING AND SURVEYING PLLC

Address: 100 FULTON AVE
POUGHKEEPSIE NY

Phone #: 845 471 7383

IV. PROPERTY INFORMATION

Property Address (subject of appeal): MAPLE STREET, POUGHKEEPSIE NY

Tax Parcel # : 131300-6161-25-504927-0000

Date property acquired: 2-25-2010

Revised February 2012: Previous Editions Obsolete

THE CITY OF POUGHKEEPSIE
NEW YORK
BUILDING PLANNING & ZONING
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4007 Fax: (845) 451-4006

Gary E. Beck, Jr.
Building Inspector

Present use of property: VACANT

Zoning District: C2A & RH

Dimensions: Lot Area 62423 (sq. ft.) Width 190 ft

Depth 415/246 ft. Frontage on street 63 ft.

Is the property currently for sale or is the applicant preparing to sell? NO

V. REASON FOR APPEAL

This application, relative to the above referenced property, constitutes an appeal from the decision of the Zoning Administrator, or other City of Poughkeepsie Agent:

(name and title of agent: _____).

A copy of this decision, dated _____, must be attached.

VI. REQUEST FOR AREA VARIANCE

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.

I/We, (insert name of applicant) Eric Baxter, hereby apply to the Zoning Board of Appeals for a variance of the following requirements of the Zoning Ordinance:

SECTION	REQUIRING/PROHIBITING	REQUESTED VARIANCE
19-4.3	67 spaces of parking	proposing 40 spaces - needs variance 27 spaces

Revised February 2012: Previous Editions Obsolete

PROJECT NARRATIVE AREA VARIANCE
06/05/17

Project Name: Maple Street Housing, Heart of the Block

Location: tax parcel Maple Street Housing, Heart of the Block

Tax grid: 6161-25-504927

Maple Street, City of Poughkeepsie

Site History: The site is a vacant parcel being 1.43 acres (62,423 sf) of land located on the south side of the west bound arterial (Maple Street) opposite Flannery Ave in the City of Poughkeepsie .

Proposed Modifications:

The project is seeking a use variance from section 19-4.3 which requires 67 parking spaces where 40 spaces are being proposed .

The proposal is to construct a multiple Residence Rental development on a vacant 1.43 acre parcel on Maple Street. The lot is in the C2A and the R4 zones. The predominant portion of the site and the portion upon which the proposed units will be constructed is in the C2A. The entrance from the arterial is within the R4. The proposed development will include 26 one-bedroom units, 11 two-bedroom units and 3 three-bedroom units for a total of 40 units.

Site Zone: According to the current zoning map of the city of Poughkeepsie, the existing site is in the C-2A as well as the R4 zones while the surrounding properties are in both in the C2A along Main Street and in the R4 zone along the Arterial. Attached for your review are the findings of the April 14, 2015 ZBA approval including SEQRA Negative Declaration for a multi-family agency group home on this property. Our current proposal parallels that prior approval.

AREA Variance request.

The action being requested is an Area Variance to allow 40 parking spaces instead of the required 67 spaces.

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

Response

The proposal is to construct a multiple residence rental development on a vacant 1.43 acre parcel on Maple Street. The lot is in the C2A and R4 zones. The proposed development will include 26 one-bedroom units, 11 two-bedroom units and 3 three-bedroom units for a total of 40 units. The number of spaces allows 1 space per unit. We feel this is more than enough giving the urban infill nature of this project along with access to public transportation nearby and on-street parking in the Main Street corridor given its mixed use/commercial nature.

The reduction in the parking provided will also afford approximately 15% open space on the Site not to mention the provision of the community space building of 600 square feet.

Finally in a review of WalkScore (www.walkscore.com) reveals that the property is rated an 81 Very Walkable. The Site is listed as a 10 minute walk to downtown with restaurants, coffee, bars, groceries, parks, pharmacies, and shopping all within 0.5 miles. There are several bus stops nearby as well.

These facts all militate in favor of a more CBD (Central Business District) parking ratio of 1.0 as opposed to the current parking standards which were drafted in the Twentieth century and do not reflect second decade of the Twenty-First century norms.

(ii) **Why is the granting of the variance necessary? Could the same result could be achieved by some other feasible means that doesn't require a variance? Indentify what alternatives to the variance have been explored (alternative designs, attempts to purchase land, etc.)**

Response

The variance is required to allow for the number of spaces that are needed for the project and not the number of spaces that the code requires. As stated above the general infill nature of the urban environment and the close proximity to public transportation no longer needed the additional specs as required by the code. We feel the proposed number of 1 space per unit is the appropriate number of parking spaces for this project. To include more parking spaces will result in loss of open space and an increase in the amount of impervious area and additional storm water runoff which we feel is not needed.

(iii) **Is (Are) The requested variance(S) substantial? If not explain why it (they) is (are) not substantial.**

Response

The proposed project requires 40 parking spaces based on current practices. The variance of 27 spaces is not considered substantial mainly because they are not needed.

(iv) **Will the variance(s) have an adverse affect or impact on the physical or environmental conditions in the neighborhood or district? If not , please justify why it (they) won't have an adverse effect?**

Response

The number of parking spaces needed for this type of development in this location is 40 spaces. The additional spaces required by the zoning code are not needed thus the elimination of them will have no effect on the neighborhood or district.

(v) **Is your need for the variance(s) the result of self-created difficulties on your part? If not , please explain how the difficulties are not self created.**

The proposal as stated above is the type of development in this location which only needs 40 parking spaces. The zoning code requires the additional spaces not the type of project being proposed. Thus the additional number of spaces required is not being created by us is a result of a zoning code which has parking standards which were drafted in the Twentieth century and do not reflect second decade of the Twenty-First century norms.

CITY OF POUGHKEEPSIE
ZONING BOARD OF APPEALS
MEETING DATES 2023

City Hall – Common Council Chambers at 6:00 P.M.

The agenda will be posted on the city's website one (1) week prior to the scheduled meeting.
Applications to be considered must be submitted three (3) weeks prior to the scheduled meeting.

TUESDAY, JANUARY 10

TUESDAY, FEBRUARY 14

TUESDAY, MARCH 14

TUESDAY, APRIL 11

TUESDAY, MAY 9

TUESDAY, JUNE 13

TUESDAY, JULY 11

TUESDAY, AUGUST 8

TUESDAY, SEPTEMBER 12

TUESDAY, OCTOBER 10

TUESDAY, NOVEMBER 14

TUESDAY, DECEMBER 12