

**INDUSTRIAL DEVELOPMENT AGENCY
CITY OF POUGHKEEPSIE, NY**

APPLICATION FOR FINANCIAL ASSISTANCE

Industrial Development Agency (IDA) – City of Poughkeepsie, NY

IDA Mailing Address as Listed on IDA Webpage: www.cityofpoughkeepsie.com/ida/

IDA Email Address: ida@cityofpoughkeepsie.com

[FOR AGENCY USE ONLY]

Application Received Date:

Fees Received Date:

Received By:

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After completing the Application, REPLACE page numbers in above “Table of Contents” to correspond correctly with ALL Application sections and subsections

Instructions and Guidelines

Thank you for your interest in investing in a Development Project (here after referred to as “Project”) in the City of Poughkeepsie, NY (here after referred to as “City”) in Dutchess County, NY (here after referred to as “County”). Attached is the Application for Financial Assistance from the City of Poughkeepsie, NY Industrial Development Agency (here after referred to as “IDA” or “Agency”). The Application will be used to determine for the proposed project, owners, and applicants, the assistance:

- **Eligibility***
- **Need**
- **Type**
- **Amount**
- **Value** (contribution, revenue, benefit, and return-on-investment to the City)

**** Note:***

- o Approvals from Historic District and Landmark Preservation Commission, Planning Board, Zoning Board of Appeals, and Building Department must be obtained and available.*
- o Phase I Environmental Determination and SEQRA report must be obtained and available.*
- o All Taxes must be current and any and all other liabilities or obligations to The City must be met and fulfilled to The City’s satisfaction.*
- o Pursuant to the Agency’s policies, any and all Project activity commenced and any and all associated cost and expense incurred prior to the Agency’s provision of assistance are ineligible for Agency assistance unless otherwise determined by the Agency.*
- o For the proposed Project, Owner(s) must hold fee title and deed or have legally enforceable contract of sale for all land, structures, and facilities of the proposed development site.*
- o All provisions set forth in the Agency’s policies regarding assistance eligibility or qualification apply to all Applicant(s), Owner(s), and proposed Project(s) on behalf of whom or which the Application is being made.*

Instructions and steps necessary to pursue and apply for Agency Assistance

A. To apply for Agency Assistance, The Applicant should:

- (1) **Read the Agency’s current Uniform Tax Exemption Policy (UTEP)**, found in the “IDA Bylaws and Policies” document on the IDA’s webpage within The City of Poughkeepsie, NY official website, to determine:
 - Types and amounts of Agency assistance available (with any applicable restrictions)
 - Aspects of the proposed Project or its Owner(s) that may disqualify the Project for some or all types of assistance
 - Alignment with the Agency’s purpose, intent, mission, goals and boundaries
- (2) **Complete the Agency Application for Assistance**, including all Application Sections I, II, III, and IV with all Required Exhibits and the Project Application Summary (the Project Application Summary should be completed LAST after first completing Application Sections I – IV).

Note:

- o The IDA’s Application and Uniform Tax Exemption Policy (UTEP) can be accessed and/or downloaded from the Agency’s webpage found in the “City Departments” section on the City of Poughkeepsie, NY official website cityofpoughkeepsie.com*
- o All Application questions must be answered accurately and completely by the Owner, Officer, or Other Employee of the Applicant’s firm, who is thoroughly familiar with the business and affairs of the Applicant’s firm, and who also is thoroughly familiar with the proposed Project.*
- o All required documentation must be included with the Application (Incomplete Applications will not be considered by the Agency without ALL required and requested information and documentation).*

- o Make entries in the Application only in designated blank white spaces provided for Applicant answers, responses, and explanations. DO NOT ALTER ANY text, content and portion of black or gray shaded areas of the Application; alteration of any original text, content, and/or stated requests for information or data in the Applicant's application submission will invalidate the Applicant's application. Applicant may replicate and/or insert additional space, cells, columns, rows where space provided may be insufficient for applicant to provide complete answers and information; and Applicant may also provide (with proper reference) additional, more detailed information and explanations in Exhibits inserted into the "Additional Applicant Exhibits (AAE)" Section.*
 - o The Project Owner(s) or Applicant, on behalf of Owner(s), must sign an officially notarized completed Application.*
- (3) **Submit to the Agency a SINGLE Electronic File** containing ALL completed Application Materials, including (in the following order):

- Project Application Summary
- Application Sections I, II, III, and IV
- Copies of Original Paper Executed Notarized Signature Pages (Application Section IV)
- Agency Required Exhibits
- Additional Applicant Exhibits

Note: Any and all Exhibits that exist only on paper and the original executed, notarized paper Signature Pages must be electronically scanned in and inserted directly into the Single Electronic Application File.

- (4) **Submit to the Agency Chairperson 2 Paper Copies of the EXACT SAME Single Electronic File**, presented in binders with labeled section tab dividers along with **ALL Original Executed Notarized Paper Signature Pages** and a **\$500 Check for the Application Processing Fee**.

Note:

- o The Application processing fee is non-refundable.*
- o Both binders must be delivered to the Agency Chairperson at his/her preferred delivery address.*
- o When submitting the Application, the Applicant agrees that all legal fees, other direct expenses of the Agency (such as publication costs and stenographer fees) and any Agency Third Party fees are payable separately from the Application processing fee.*

B. After the Application is submitted and received, The Agency will:

- (1) **Send the Applicant an Engagement Letter** confirming receipt of the Application and \$500 fee.
- (2) **Establish an Escrow Account** with \$5,000 in funds provided by the Applicant to cover any expenses incurred in relation to the Application by the Agency, Agency Counsel, and/or Agency Third Parties prior to closing.

Note:

- o All invoiced fees and expenses will be deducted from the escrow account.*
- o The escrow account may need to be replenished depending on costs incurred before closing.*
- o If the Applicant withdraws the Application, terminates the Agency agreement, or abandons the Project, or if the Agency declines the provision of assistance or the Project does not proceed to closing, any unused funds held in escrow will be returned to the Applicant.*
- o If the Agency approves provision of assistance and the Project proceeds to closing, the remaining balance of the escrow account will be applied to costs due at the time of closing.*
- o Any and all remaining fees owed to the Agency, Agency Counsel, or Agency Third Parties, incurred in relation to the Application, must be paid by the Applicant at the closing.*

- (3) **Send Invoices to the Applicant** for any services rendered in relation to the Application and any related expenses (on a monthly or hourly rate basis).

Note:

- o All invoiced fees and expenses will be deducted from the escrow account.*
- o The escrow account may need to be replenished by the Applicant depending on costs incurred and/or invoiced before closing.*

- (4) **Convene an Agency/Applicant Review Meeting** for the Agency to meet the Owners and/or Principals and discuss the Application.
- (5) **Schedule and conduct a Public Hearing** for the Applicant to make a presentation describing the Project and its community impact and to answer any questions the Agency or Community Members have about the proposed Project.
- (6) **Evaluate Project Eligibility** for types, amounts, and terms of Agency assistance, if any.
- (7) **Approve a Resolution** to grant or deny tax assistance for the Project.
Note: Agency Resolution will be made ONLY after the Agency has received complete information and satisfactory answers to ANY and ALL questions or clarifications it requires or which have been requested.
- (8) **Establish a Contract between the Project Owner(s) and the Agency**, through legal Counsel of both parties, detailing the terms of Agency assistance and setting a date and location for closing of contract, given the Agency has approved a Resolution to grant assistance.

Additional Agency Guidelines and Clarifications

- A. The Agency is under no obligation to act favorably on any Application, and when making the Application, the Applicant agrees to release the Agency, its members, its staff, its successors and assigns from any claim against the Agency that may arise from the Agency's processing the Application or by the Agency either granting or denying the Application.
- B. All fees are outlined in the Agency Fee Schedule. Note that the Agency may at its sole discretion have independent third party property market value appraisals conducted on its behalf paid for by the Applicant.
- C. The Agency will not give final approval to an Application until the Agency receives all information requested in the Application or by the Agency.
- D. The Agency is not empowered to lend money. The Agency's participation in the financing of the Project will require the Agency to acquire a fee or leasehold interest in the Project and to either sell or lease (with option to purchase) the Project to the company.
- E. Because the Agency is an exempt organization under the Internal Revenue Code of 1986, be advised further that certain benefits will accrue during construction, such as the nonpayment of sales taxes on goods purchased for either initial construction or start-up equipment. In accordance with New York State regulations, be advised that the Agency is obligated to include a "Recapture of Benefit Provision" in its Uniform Tax Exemption Policy.
- F. Please note that Article 6 of the Public Officers Law regarding Freedom of Information (FOIL) declares that all records in the possession of the Agency (with certain limited exceptions) are open to public inspection and copying. If there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant's competitive position, the Applicant must identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law. Applicant understands that such data may otherwise be disclosed to the extent that the Agency determines is necessary or proper for compliance with any law, order or decree of any court or Agency of competent jurisdiction, or necessary or proper in the Agency's view to show compliance with any law, order or decree of any court or Agency of competent jurisdiction.
- G. The Company shall provide any and all information and/or data to the Agency it requires or requests, in its sole discretion, of any project granted Agency financial assistance promptly before, during or after the entire duration of Agency granted assistance. Failure to immediately provide the Agency (or its designee(s)) with

required or requested information and/or data, and/or as directed to its satisfaction, may result in: (i) an Event of Default; (ii) Recapture of Agency benefits (including but not limited to loss of sales and use tax exemption and PILOT assistance); (iii) denial or nullification of any future Agency assistance and/or exemptions; and/or (iv) ineligibility for any Agency assistance on any other existing, proposed, prospective, or future projects, related or unrelated to the subject project for which information and/or data is required or requested by the Agency.”

- H. Any applicant seeking any “financial assistance” must submit any and all lender (bank, investor, and funder) appraisal(s) of the real property involved in the project (“Appraisal”) along with the Agency’s application. In the event there is no Appraisal or the Appraisal is insufficient in sole determination of the Agency, then at the sole cost of the applicant, the Agency will hire a third party independent appraiser to perform an independent appraisal of the real property involved in the project (“Independent Appraisal”). No application for “financial assistance” will be considered or reviewed until such time as the Appraisal is filed and accepted by the Agency or the Agency has waived this requirement

Any questions regarding the completion or submission of an Application and/or the Application process or any other IDA related issues should be directed to the current IDA Chairperson listed on the City of Poughkeepsie, NY website.

Industrial Development Agency Fee Schedule

- **Agency Application Fees**

- › Application Fee: \$500
- › Cost/Benefit Analysis Fee: \$1,000 - \$3,000

Note: Cost/Benefit analysis fee will be determined after initial Application review, based on Project size and complexity.

- **Agency, Agency Counsel, and Agency Third Party Fees Held in Escrow**

- › Initial Escrow Amount: \$5,000
- › Charges may include but are not limited to fees for:
 - Public Hearings and Notices
 - Agency Processing and Administration
 - Agency's General Counsel, Special Counsel and Bond Counsel
 - Independent Property Value Appraisal

Note:

- o The escrow account must be replenished by the Applicant when account balance is insufficient to cover any incurred or anticipated fees in relation to the Application.
- o In cases where no closing occurs, all expenses incurred in relation to the Application will be deducted from the escrow account.

- **Agency Administrative Fees Due at Closing**

- › One percent (1%) of the first \$2.5 million of the estimated Project cost and one-quarter of one percent (.25%) for the estimated Project in excess of \$2.5 million.
- › Projects that do not include relief from property tax will be discounted (.5%) on the first \$2.5 million of the estimated Project cost.

- **Agency Annual Administrative Fees**

- › 0.10 percent of the following:
 - In the case of a straight lease with a PILOT, the maximum total Project Cost;
 - In the case of a straight lease without a PILOT, the maximum Benefit determined by the Agency pursuant to its cost benefit analysis; and
 - The aggregate principal amount of the bonds issued with respect to the Project
- › Such fee(s) shall be payable annually on January 1 of each year from the closing until all of the financing documents are terminated, discharged and satisfied.

- **Counsel Fees Due at Closing**

- › Agency Counsel Fees are determined on a case-by-case basis based on the legal complexity of the Applicant's Project.

Note: The New York State Public Authorities Law imposes certain reporting requirements on all authorities in New York State. The statute requires that all industrial development agencies must complete and submit an annual (electronic) report on its activities in the previous program year to the NYS Authorities Budget Office and Office of the State Comptroller by March 31st of a current year. The failure to do so can result in the decertification of an Agency and the loss of the ability to provide all tax abatements. The City of Poughkeepsie Agency requires all required information by January 15th each year or tax assistance benefits will be suspended.

Project Application Summary

APPLICANT - Project Applicant Information					
Project Name	Project Street Address(es)	Company(ies)	Applicant(s)	Owner(s)	Application Date
Rip Van Winkle Apartments	10 Rinaldi Boulevard, Poughkeepsie, NY 12601	Related Affordable, LLC	RVW Preservation, L.P.	RVW Preservation, L.P.	3/9/2023

CONTACT - Primary Contact				
Name	Title	Phone	Email	(P.O. or Street Address) / Zip Code
Zack Simmons	Senior Vice President	212-401-7658	Zack.simmons@related.com	30 Hudson Yards, 72 nd Floor, New York, NY 10001

PROJECT - General Project Description
Acquisition and rehabilitation of Rip Van Winkle Apartments, a 179-unit, 100% affordable, Section 8 property located in Poughkeepsie, NY.

REQUEST - IDA Assistance Request						
Straight Lease Tax Exemptions				Bond Issuance (\$M)		Other
Property (Yes or No)*	Mortgage (\$K)	Sales (\$K)	Public Improvement (\$K)	Tax Exempt	Taxable	Specify:
Yes	\$354,690	\$559,640	N/A	\$37,000,000	N/A	

JUSTIFICATION - Benefits to City											
Jobs (# Full Time Equivalents)			Annual City Revenue (\$K)						Miscellaneous		
Permanent		Temporary	Property Tax		Sales Tax		Other Revenue and Fees		Other Benefits		
Retained	Created	Created	Existing	New*	Retained	Created	Retained	Created	Tangible	Intangible	
8		40	471,235.72	Unknown	N/A	N/A	N/A	N/A	179 units preserved	0	

CONSTRUCTION - Site (SQFT or Acres), Building Area (SQFT), and Incremental Construction Cost							
Total Land Area (SQFT or Acres)	Number of Buildings	Total Building Footprint Area	Total Building Floor Area	Total Rentable Floor Area	Number of Floors of Tallest Building	Height of Tallest Structure (Feet)	Full Construction Cost (\$/SQFT)
213,444	1	10,000	221,846	146,684	18	147 feet, 3 inches	11,102,650(\$50/SQFT)

USE - Usage (% of Total Building Floor Area)							
Commercial				Residential		Public	Other
Industrial	Office	Retail	Lodging	Rented	Owned	Specify:	Specify:
N/A	N/A	N/A	N/A	100%	N/A		

CONFIGURATION - Property Unit Number, Type, Size (SQFT) and Income*															
Unit Type	Total Units	Unit Rentals							Condo or Coop Unit Sales						
		Unit Size (SQFT)	Market Rate		Affordable*				Unit Size (SQFT)	Market Rate		Affordable*			
					County AMI		City AMI					County AMI		City AMI	
			Units	Income	Units	Income	Units	Income		Units	Income	Units	Income	Units	Income
Studio															
1 Bedroom	37	632	0		37	50,580									
2 Bedroom	90	770	0		90	60,700									
3+ Bedroom	40/12	984/1,220	0		52	70,140/78,230									
SRO															
Lodging Room															
Commercial															

FINANCIALS - Financial Profile Without Agency Assistance									
Costs (\$M)		Funds (\$M)		Income/Year (\$M)*		Expense/Year (\$M)*		Financial Metrics*	
Site	Unknown	Equity	Unknown	Unit Rentals	Unknown	Debt Service	Unknown	Finished Value (\$M)	Unknown
Hard	Unknown	- Site	Unknown	- Residential	Unknown	Operation	Unknown	Loan-To-Value Ratio	Unknown
Soft	Unknown	- Soft	Unknown	- Commercial		Taxes & Fees	Unknown	Debt Coverage Ratio	Unknown
Other	Unknown	- Cash	Unknown	Unit Sales		Insurance	Unknown	Capitalization Rate (%)	Unknown
		Loans		Fees		Vacancy	Unknown	Cash-On-Cash Return (%)	Unknown
		Other		Other		Other		Break Even Year	Unknown
TOTAL	Unknown	TOTAL	Unknown	TOTAL	Unknown	TOTAL	Unknown	NET OP INCOME (\$M)*	Unknown

TIMELINE - Approvals, Clearances and Completions (Past or Expected Dates – MM/YY)													
City Boards, Commissions, and Departments						Environmental		Financing	Construction			Occupancy	
Deeds	Historic	Planning	Zoning	Building	Finance	Phase I	SEQRA	Closing	Start	Finish	C of O	Start	Finish
07/23		06/23	06/23	06/23		05/23	05/23	07/23	08/23	11/24	11/24	N/A	N/A

ELIGIBILITY - Agency Assistance Determination [FOR AGENCY USE ONLY]*							
UTEP Score	Cost/Benefit	PILOT	Mortgage Tax	Sales Tax	Public Improvement Tax	Tax Exempt Bonds	Taxable Bonds

** **Note:** **Property Tax Assistance Amount (PILOT) and all other assistance granted** will be determined by Agency. **New Property Tax** = Additional Year-1 Property Tax for completed Project assuming NO Agency assistance. **Unit Income** = Monthly Unit Rent (\$) for Unit Rentals; \$/SQFT for Unit Sales; Average Daily Room Rate for Lodging; Average Annual \$/SQFT for Commercial. **Affordable** = 30% of Area Median Income (AMI). **Income & Expense** = Year 1 annual amounts.*

Answer all questions in Sections I, II, III, and IV as instructed, and provide all Required Exhibits. Use “None” or “Not Applicable (N/A)” where necessary. The Agency expressly reserves the right to require the submission of additional information and documentation as the Agency may determine, in its sole discretion, to be necessary or appropriate regarding any of the following questions.

Section I: Applicant Information

A. Company Information

(1) Name and Location	
a. Company Name	RVW Preservation, L.P.
b. Street Address / Suite #	c/o Related Affordable, LLC 30 Hudson Yards, 72 nd Floor
c. City	New York
d. State	NY
e. Zip Code	10001
f. Website	https://www.related.com/affordable-housing

(2) Ownership	
a. Owner (Ownership %)	RVW Preservation GP, LLC (0.01%)
b. Owner (Ownership %)	Hudson Housing Capital LLC (99.99%)
c. Owner (Ownership %)	
d. Owner (Ownership %)	
e. Owner (Ownership %)	

(3) Primary Contact	
a. Contact Name (Title)	Zack Simmons
b. Phone	212.401.7658
c. Email	zack.simmons@related.com

(4) Legal Counsel	
a. Firm Name	Levitt & Boccio, LLP
b. Attorney Contact Name	Mansi Samdani
c. Address	423 West 55th Street New York, New York 10019
d. Phone	(212) 634-8012
e. Email	MSamdani@levittboccio.com

Include Proof of Ownership in Required Exhibit I. A. (2)

B. Company Business Information

(1) Company Identifiers	
a. Federal EIN and Tax ID	92-0742608
b. State and Year of Incorporation	New York, 2022
c. Company's Bank and Bank Account Number	N/A
d. Indicate whether the company or legal entity is (i) <u>publicly</u> held, (ii) <u>privately</u> held, or (iii) <u>non-profit</u>	Privately held

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : RVW PRESERVATION GP, LLC
DOCUMENT TYPE : ARTICLES OF ORGANIZATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 6609010
FILE DATE : 10/05/2022
FILE NUMBER : 221005002072
TRANSACTION NUMBER : 202210050002554-1329230
EXISTENCE DATE : 10/05/2022
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NEW YORK



SERVICE OF PROCESS ADDRESS : CORPORATION SERVICE COMPANY
80 STATE ST.,
ALBANY, NY, 12207, USA
FILER : RELATED COMPANIES
30 HUDSON YARDS, 72ND FLOOR,
NEW YORK, NY, 10001, USA
SERVICE COMPANY : CORPORATION SERVICE COMPANY
SERVICE COMPANY ACCOUNT : 45
CUSTOMER REFERENCE : 9917949AM

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100002300293

TOTAL FEES:	\$210.00	TOTAL PAYMENTS RECEIVED:	\$210.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$210.00
EXPEDITED HANDLING:	\$0.00	REFUND DUE:	\$0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for RVW PRESERVATION GP, LLC, File Number 221005002072 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on October 05, 2022.

A handwritten signature in black ink that reads 'Brendan C. Hughes'.

Brendan C. Hughes
Executive Deputy Secretary of State

**ARTICLES OF ORGANIZATION
OF
RVW PRESERVATION GP, LLC
Under Section 203 of the Limited Liability Company Law**

- FIRST: The Name of the limited liability company is: **RVW PRESERVATION GP, LLC**
- SECOND: The county, within this state, in which the office of the limited liability company is to be located is **NEW YORK**
- THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:
**CORPORATION SERVICE COMPANY
80 STATE ST.
ALBANY, NY 12207**

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

ALEXIS KREMEN (Signature)

ALEXIS KREMEN, ORGANIZER

Filed by:

**RELATED COMPANIES
30 HUDSON YARDS, 72ND FLOOR
NEW YORK, NY 10001**

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : RVW PRESERVATION, L.P.
DOCUMENT TYPE : CERTIFICATE OF LIMITED PARTNERSHIP
ENTITY TYPE : DOMESTIC LIMITED PARTNERSHIP

DOS ID : 6609983
FILE DATE : 10/05/2022
FILE NUMBER : 221006002718
TRANSACTION NUMBER : 202210050002585-1329261
EXISTENCE DATE : 10/05/2022
DURATION/DISSOLUTION : 12/31/2121
COUNTY : NEW YORK



SERVICE OF PROCESS ADDRESS : CORPORATION SERVICE COMPANY
80 STATE STREET,
ALBANY, NY, 12207-2543, USA
FILER : RELATED COMPANIES
30 HUDSON YARDS. 72ND FLOOR ,
NEW YORK, NY, 10001, USA
SERVICE COMPANY : CORPORATION SERVICE COMPANY
SERVICE COMPANY ACCOUNT : 45
CUSTOMER REFERENCE : 991794 9AM

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100002307349

TOTAL FEES:	\$235.00	TOTAL PAYMENTS RECEIVED:	\$235.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$235.00
EXPEDITED HANDLING:	\$25.00	REFUND DUE:	\$0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for RVW PRESERVATION, L.P., File Number 221006002718 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on October 06, 2022.

A handwritten signature in black ink that reads 'Brendan C. Hughes'.

Brendan C. Hughes
Executive Deputy Secretary of State



**Division of Corporations,
State Records and
Uniform Commercial Code**

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

**CERTIFICATE OF LIMITED PARTNERSHIP
OF**

RVW Preservation, L.P.

(Insert Name of Domestic Limited Partnership)

Under Section 121-201 of the Revised Limited Partnership Act

FIRST: The name of the limited partnership is:

RVW Preservation, L.P.

SECOND: The county within this state in which the office of the limited partnership is to be located is:

New York County

THIRD: The Secretary of State is designated as agent of the limited partnership upon whom process against it may be served. The address to which the Secretary of State shall forward copies of process accepted on behalf of the limited partnership is:

Corporation Service Company, 80 State Street, Albany, NY 12207-2543

FOURTH: The name and business or residence street address of each general partner is:

RVW Preservation GP, LLC

c/o Related Companies, 30 Hudson Yards, 72nd Floor, New York, NY 10001

FIFTH: The latest date on which the limited partnership is to dissolve is:

12/31/2121

X /s/ Alexis Kremen

(Signature of General Partner)

RVW Preservation GP, LLC, General Partner

By: Alexis Kremen, Authorized Person

(Type or Print Name)

CERTIFICATE OF LIMITED PARTNERSHIP
OF

RVW Preservation, L.P.

(Insert Name of Domestic Limited Partnership)

Under Section 121-201 of the Revised Limited Partnership Act

Filer's Name and Mailing Address:

Name:

Related Companies

Company, if Applicable:

30 Hudson Yards, 72nd Floor

Mailing Address:

New York, NY 10001

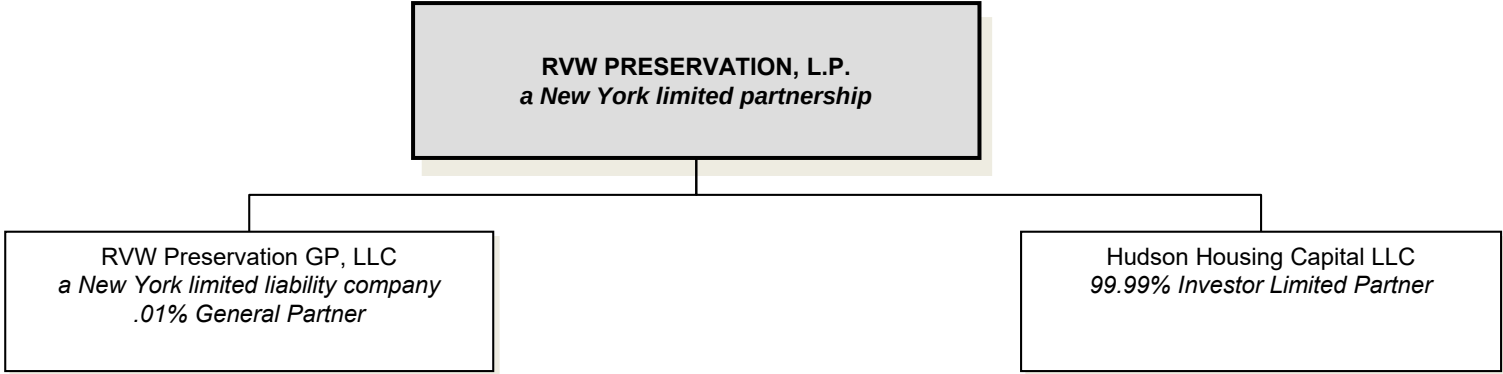
City, State and Zip Code:

NOTES:

1. This form was prepared by the New York State Department of State for filing a certificate of limited partnership for a domestic limited partnership. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores.
2. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
3. The certificate must be signed by all general partners if there are more than one.
4. This certificate must be accompanied by a fee of **\$200** made payable to the Department of State.

(For office use only)

Rip Van Winkle
Poughkeepsie, NY



Provide Proof of Federal EIN # and Tax ID # and Last 3 Years Financial Statements for Company in Required Exhibit I. B. (1)

(2) Other Ownership Entities	
Is the company a Subsidiary or Related Entity of any other entity or holding company that will be utilized to own the Project property and facilities or receive any financial assistance provided by the Agency for this Project? <i>(Yes or No)</i>	Yes
If "Yes", list all Other Ownership Entities or entities receiving benefits of Agency assistance for which the Applicant is applying.	The Related Companies, L.P.

Provide all information in Sections I, Section IV C. and Section IV D. for all other Owners identified above in Required Exhibit I. B. (2)

C. Qualification for IDA Assistance

(1) Company Owner(s) and Related Entities	
Collectively, for any and all persons listed as Owners and/or Applicants above in Section I. A. or any related entity (the company, subsidiaries, and or/ affiliates), answer the following questions:	Answer (Yes or No)
a. Has any person and/or related entity listed above ever been convicted of a criminal offense (other than a minor traffic violation)?	No
b. Has any person and/or related entity listed above or any concern with whom such person has been connected ever been in receivership or been adjudicated a bankruptcy ?	Yes
c. Is any person or related entity, delinquent in the payment of any tax liability - federal, state or local?	No
d. Does any person and/or related entity listed above have any outstanding unmet obligations to the City of Poughkeepsie (including but not limited to unpaid taxes, financial liabilities, violations and/or citations)?	No
e. Has any person and/or related entity listed above, been cited by any regulatory authority for environmental violations ?	No
f. Has any person and/or related entity listed above, been cited by any regulatory authority for labor law violations ?	No
g. Has any person and/or related entity listed above, now or in the past been, the beneficiary of industrial development revenue bond financing in the City of Poughkeepsie or any other jurisdiction in the United States?	Yes
h. Has any person and/or related entity listed above and/or any principal of the Company and/or of any affiliate or subsidiary thereof commenced any administrative and/or judicial actions or proceedings pending against the City of Poughkeepsie, the City of Poughkeepsie School District and/or Dutchess County?	No
i. Is the company and/or any affiliate or subsidiary thereof a party to any significant pending or recently concluded litigation ?	Yes
j. Does any person and/or related entity listed above have any conflict of interest with any board member of the City of Poughkeepsie Industrial Development Agency?	No
k. Has any person and/or related entity listed above been granted previous Agency assistance by the City of Poughkeepsie IDA where the previous project failed to meet its agreed to objectives (e.g., number of permanent jobs created)?	No

Date of this notice: 10-19-2022

Employer Identification Number:
92-0742608

Form: SS-4

Number of this notice: CP 575 B

RVW PRESERVATION L P
DAVID ZUSSMAN GEN PTR
30 HUDSON YARDS FL 72ND
NEW YORK, NY 10001

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0742608. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is RVWP. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 10-19-2022
EMPLOYER IDENTIFICATION NUMBER: 92-0742608
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

RVW PRESERVATION L P
DAVID ZUSSMAN GEN PTR
30 HUDSON YARDS FL 72ND
NEW YORK, NY 10001

Exhibit I.B.1

Last 3 Years Financial Statements

RVW Preservation, L.P. (the Applicant or "Company") is a special purpose entity newly formed for the sole purpose of acquiring, renovating, owning and operating Rip Van Winkle Apartments. As such, it does not have audited financial statements.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Related Companies, L.P.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

30 Hudson Yards, 72nd Floor

6 City, state, and ZIP code

New York, NY 10001

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

1	3	-	3	6	7	6	6	4	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Lara M. Herrera

Date ►

3/12/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exhibit I.B.2

Last 3 Years Financial Statements

Audited financial statements of The Related Companies, L.P. (parent company of the Applicant) can be provided and will be mailed directly to the IDA upon request, in order to preserve confidentiality.

Exhibit I.C.2 – Explanation re: I.C.b**Default Schedule – Past 15 Years****Defaults and Foreclosures****1. Snowmass**

(a) In connection with the development of a mixed-use project in Snowmass, Colorado, an affiliate of The Related Companies, L.P. (“TRCLP”), Base Village Owner LLC (“BVO”), entered into a construction loan with Hypo Real Estate Capital Corporation (“Hypo”) and Dekabank Deutsche Girozentrale (“DDG”). In the third quarter of 2008, TRCLP’s equity partners in BVO ceased funding their share of project costs. TRCLP carried the entire cost of the project until March, 2009, at which time TRCLP turned to Hypo and DDG to restructure the existing loan. The loan balance at December 31, 2009 was approximately \$367,745,000. TRCLP had a limited payment guaranty of \$32,500,000. Hypo and DDG completed a non-judicial foreclosure procedure on November 16, 2011 and a receiver was appointed. The lenders commenced litigation claiming that TRCLP and Pat Smith owed \$200,000,000 under a payment guaranty and \$100,000,000 under a completion guaranty. In an additional action, the lender sought possession of \$32,550,000 in municipal bonds held by Related WestPac LLC. On March 26, 2012, Snowmass Acquisition Company LLC (“SAC”), a wholly-owned subsidiary of The Related Companies, L.P., entered into a settlement and acquisition agreement with Snowmass BV Holdco LLC, the current owner of Base Village (and owned by the bank group). SAC acquired Base Village and all litigation was settled on September 28, 2012.

(b) BVO entered into non-recourse mezzanine debt secured by a second mortgage with ARCap and American Mortgage Acceptance Company aggregating \$75,905,000. Although the debt did not mature, a default occurred when BVO stopped making interest payments to Hypo and DDG. These lenders pursued a UCC foreclosure. This loan was not recourse to TRCLP.

(c) Another affiliate of TRCLP, Snowmass Holding Company LLC, entered into a loan with GMAC Commercial Mortgage Bank. The loan balance at December 31, 2009 was approximately \$21,748,000. The loan matured on June 1, 2010 and the parties entered into a forbearance agreement and restructured the loan. On January 20, 2010, the maturity date was extended to June 1, 2012. This loan was refinanced with Cantor Commercial Real Estate on September 17, 2012. This loan is not recourse to TRCLP.

(d) Related WestPac was recourse on a \$15,200,000 letter of credit issued by US Bank to secure Series A Bonds issued by the Snowmass Base Village Metropolitan District (the “District”). The District was controlled by the Base Village Receiver, who obtained an extension of the letter of credit from US Bank until November 2014. As part of the extension, the Bonds were paid down to \$10,825,000 and made non-recourse to Related WestPac. TRCLP’s involvement in this project terminated as of December 20, 2016.

On October 13, 2022, the Court issued a final order granting Defendants’ Motion for Summary Judgment in its entirety.

2. Highland Park Associates, LLC and Highland Park Associates II, LLC

Wilmington Trust, National Association (“Plaintiff”), as Trustee for the benefit of the Registered Holders of Wells Fargo Commercial Mortgage Trust 2017-C38, Commercial Mortgage Pass-Through Certificates, Series 2017-C38 (the “Trust”), by KeyBank, National Association (“KeyBank”), as Special Servicer obtained an entry of default judgment in the amount of \$25,731,708.90 against TRCLP’s affiliates, Highland Park Associates, LLC and Highland Park Associates II, LL. in connection with CMBS loan on a (previously) stabilized commercial property. Since acquisition of the completed property, tenancy and overall financial performance of this local/regional commercial center had been strong. However, in conjunction with the COVID-19 pandemic and resulting health/societal/commercial dislocations, numerous tenants at the property were no longer able to fulfill their leasehold obligations (temporarily unable to operate due to governmental restrictions, unable pay rent, and/or forced to permanently shutter their businesses). As a result, the previously stabilized and conservatively capitalized property, which prior to the pandemic had generated rental income well in excess of operating expenses and debt service payments, was left in a position whereby actual rental receipts were no longer sufficient to cover such amounts. The property will be sold at public auction at a date to be determined.

3. CityPlace Retail

On February 22, 2011, CityPlace Retail, LLC initiated the process of placing its \$150,000,000 loan with the special servicer, LNR Partners, LLC. Although the lenders commenced foreclosure proceedings in September 2011, the borrower restructured the loan and stopped the foreclosure action in December 2011 by obligating itself to pay an additional \$12,000,000 to service the loan. This loan is not recourse to TRCLP.

In February 2016, the Borrower again initiated the process of placing the Loan with the current special servicer, CIII Asset Management (“CIII”). On February 5, 2016 this transfer occurred and subsequent to the transfer, the Loan defaulted per the current waterfall for the February 2016 debt service payment and the Borrower received a notice of default on February 18, 2016. The Borrower subsequently entered into a Pre-Negotiation Agreement dated March 10, 2016 and over the last sixteen months entered into various forms of negotiation with CIII. On June 20, 2017, CIII agreed to reinstate the Loan with the requirement that the Borrower invest an additional \$5,000,000 into the property prior to the current maturity of December 18, 2018. The Loan was refinanced on December 21, 2018 and is non-recourse to TRCLP.

4. World Market Center - Phase 3

In connection with their development of Phase 3 of World Market Center in Las Vegas, Nevada, affiliates of TRCLP, WMCV Phase 3, LLC; WMC II Associates, LLC; and WMC III Associates, LLC (collectively, the "Borrower"), entered into a construction loan with Hypo Real Estate Capital Corporation on December 21, 2006 in the amount of \$488,000,000. The building was completed on time and under budget with an outstanding principal loan balance of \$456,565,465.82. The loan matured on December 21, 2009. TRCLP had a limited payment guarantee in the amount of \$21,686,000. Phases 1 and 2 of the project were also in payment default and with a special servicer. On May 3, 2011, all of the debt was sold to new investors

who created a new entity, International Market Centers, L.P., which also acquired third party assets. TRCLP invested in the new entity and received a limited partnership interest. TRCLP was not required to make any payments under its guaranty. TRCLP's involvement in this project terminated as of September 26, 2017.

5. LR Development

(a) Arcade L.L.C., a 50/50 joint venture between an affiliate of TRCLP, LR Arcade L.L.C., and Global Hyatt Corporation ("Arcade") defaulted under a Construction Loan Agreement dated February 29, 2000 entered into between the prior developer of the property and LaSalle Bank National Association ("LaSalle"). TRCLP acquired numerous assets of the prior developer, including the interest in Arcade, when it formed LR Development Company LLC ("LR") as its Midwest office. Bank of America ("B of A") subsequently acquired LaSalle and with it, the Arcade construction loan. The original principal balance of the loan was \$33,300,000 and the property was performing poorly when TRCLP acquired the interest. Arcade paid the recourse obligations under the loan in the amount of \$19,050,000, leaving an outstanding non-recourse balance of \$14,250,000. The loan matured on October 31, 2007. B of A has asked TRCLP to assist with the marketing and sale of the subject property. TRCLP has made its best effort to locate a buyer and found one bidder, but a sale did not take place, in part because Global Hyatt Corporation was unwilling to modify its management agreement for the hotel, which agreement survives any sale or foreclosure. B of A commenced foreclosure proceedings and the foreclosure sale took place on September 12, 2011. The property was sold to a third party in February, 2012. This loan was not recourse to TRCLP.

(b) LR's affiliate, Shannon Partners, entered into a loan with Cole Taylor Bank in the amount of \$55,000,000 (the "Cole Taylor Loan"). The balance of the loan at December 31, 2009 was \$27,781,000. The loan matured on March 31, 2010. The Cole Taylor Loan was restructured whereby (i) the loan was paid down by \$5,000,000, (ii) the borrower executed a \$10,000,000 note with a three year maturity date and (iii) TRCLP provided an interest-only guaranty. The loan restructuring closed at the end of August, 2010. The loan matured on July 31, 2012. A foreclosure sale was completed on March 8, 2013.

(c) LR entered into a loan with New Century Bank in the amount of \$2,000,000. The loan had a balance of \$1,097,000 at December 31, 2009 and matured on February 1, 2010. The parties extended the maturity date to February 1, 2012. This loan has now been paid in full.

(d) Wilmington Trust, National Association ("Plaintiff"), as Trustee for the benefit of the Registered Holders of Wells Fargo Commercial Mortgage Trust 2017-C38, Commercial Mortgage Pass-Through Certificates, Series 2017-C38 (the "Trust"), by KeyBank, National Association ("KeyBank"), as Special Servicer obtained an entry of default judgment in the amount of \$25,731,708.90 against LR's affiliates, Highland Park Associates, L.L.C. and Highland Park Associates II, L.L.C. in connection with CMBS loan on a (previously) stabilized commercial property. Since acquisition of the completed property, tenancy and overall financial performance of this local/regional commercial center had been strong. However, in conjunction with the COVID-19 pandemic and resulting health/societal/commercial dislocations, numerous tenants at the property were no longer able to fulfill their leasehold obligations (temporarily

unable to operate due to governmental restrictions, unable pay rent, and/or forced to permanently shutter their businesses). As a result, the previously stabilized and conservatively capitalized property, which prior to the pandemic had generated rental income well in excess of operating expenses and debt service payments, was left in a position whereby actual rental receipts were no longer sufficient to cover such amounts. The property will be sold at public auction at a date to be determined.

6. Lehman Line of Credit

Defaults under the \$75,000,000 revolving line of credit that TRCLP's affiliate, RCC Credit Facility II, Inc., had with Lehman, were waived when the line was restructured as a non-revolving, two-year, \$41,674,369 loan on June 15, 2010. The loan was repaid in full on August 9, 2011.

7. Borders Bankruptcy

When Borders, Inc. filed for Chapter 11 bankruptcy reorganization on February 16, 2011, two loans were declared in default by Wilmington Trust Company, as Trustee for Wells Fargo Bank Northwest, N.A., as successor to First Security Bank, N.A. Both loans were part of securitized pools of Borders stores and were made to single purpose entities, Related Grosse Pointe, L.L.C. and Related Birmingham, L.L.C. These entities own the real estate for stand-alone Borders stores with triple net leases. The Grosse Pointe lease was rejected by Borders in February, 2011 and the Birmingham lease was rejected in September, 2011. The lender foreclosed on both sites. Related redeemed the Birmingham property out of foreclosure in March, 2012. The Birmingham property was sold to a third party in April, 2012. These loans were not recourse to TRCLP.

8. Crowley-Willits Retail

On April 4, 2013, Crowley-Willits Retail, L.L.C. received a notice of default from CWC Capital Asset Management LLC as a result of the borrower's failure to make monthly payments. The outstanding principal amount of the loan is \$33,125,706 and TRCLP's guaranty amount is \$5,223,000. TRCLP negotiated with the Bank of Ann Arbor to refinance the loan and subsequently sold the property in the Spring of 2014.

9. Ninth Square

In 1993, McCormack Baron Salazar, Inc. (MBS) and The Related Companies (Related) partnered to develop, own and manage the Ninth Square Apartments (Ninth Square) in New Haven, Connecticut (MBS and Related are co-GP's of Ninth Square Project Limited Partnership (Partnership)). Ninth Square is a 335-unit multifamily, mixed-income development with roughly 40,000 square feet of commercial space and two parking garages. Ninth Square is currently beyond its initial compliance period. MBS had primary responsibility over the development, and Related has primary responsibility over operations and management.

The overall development is split into two deals, both owned by the Partnership, one structured as a 9% LIHTC deal (the taxable portion) and one structured as a 4% LIHTC deal (the

tax-exempt portion. Both also having the Connecticut Housing Finance Agency (CHFA) as the senior lender). As part of the original development, the City of New Haven and the Partnership agreed to the abatement of real estate taxes. As anticipated in the original financing, the abatement fully expired in October of 2013. In 2011, Related and MBS initiated discussions with the City of New Haven, CHFA and Yale University to restructure the development financing, proposing a 4% LIHTC Acquisition/Rehab of the entire project that would have set a course for a long term financially-sustainable result.

After the expiration of the abatement in 2013, the combined project (the taxable and the tax-exempt) generated positive Net Operating Income (NOI) such that over the entirety of the project, there is sufficient positive cash flow to meet the Partnership's debt service obligations. But, separately, the taxable portion of the overall project did not generate sufficient NOI to meet its debt obligations and as of April 2015, the taxable portion had withheld its last four payments on the CHFA senior debt. CHFA issued a notice of default in April of 2015. The partners continued to operate the property in full compliance with all regulatory, regulatory, financial reporting and physical condition standards. In 2016, the parties agreed to negotiate a comprehensive Forbearance Agreement (FA) with the intention of pursuing a sale of the asset to a preservation buyer. The FA was signed as of February 28, 2017 and both parties worked in concert as per the agreement until the sale of the property on May 30, 2019.

10. ERY Retail Podium LLC (20 HY)

ERY Retail Podium LLC ("Borrower") failed to repay the total loan amount of \$1,275,143,300 on December 13, 2021 when due ("Specified Default"). On December 13, 2021, ERY Retail Podium LLC entered into a forbearance agreement with the Lender, Deutsche Bank AG. Lender will not exercise their rights and remedies under the loan documents until the earlier of (i) and occurrence of an Event of Default other than this Specified Default and (ii) March 11, 2022. On March 11, 2022 loan was extended to December 11, 2022.

Default and Bankruptcy (Withdrawn)

Lehman Bankruptcy

In connection with their ownership and development of a master planned community, on September 6, 2008, Tuxedo Reserve Owner LLC and Tuxedo TPA Owner LLC (collectively, "Tuxedo"), both affiliates of Related entered into loan agreements pursuant to which Lehman Commercial Paper, Inc. is the administrative agent and Lehman Brothers Holding, Inc. (collectively, "Lehman") is the sole lender. The loans were secured by, among other things, a pledge by another Related affiliate, Tuxedo Reserve Investment Partners, L.P., of its interests in the Tuxedo entities. Approximately \$58 million under the loan agreement were advanced and approximately \$69 million under the loan agreements were not advanced. In 2008, Lehman filed for bankruptcy in the U.S. Bankruptcy Court for the Southern District of New York. Since that filing, Lehman stopped funding under the loan agreements. Tuxedo asserted that Lehman has breached its obligations by failing to fund the unadvanced amounts; Lehman asserted that Tuxedo was obligated to pay the \$58 million which had been advanced. In November 2008, Tuxedo initially sought relief in the Bankruptcy Court, including an order authorizing Tuxedo to

recoup the funding it has contributed to the project which should have been paid from advances of proceeds of the loans, for an order authorizing an additional lender to fulfill Lehman's obligations and for the subordination of Lehman's interest in the loans to amounts funded by an additional lender. The parties engaged in settlement negotiations, as a result of which no hearing on Tuxedo's application was heard by the Bankruptcy Court and the application was withdrawn. The loan was restructured in May 2010 and extended for two years on a non-recourse basis to either Tuxedo or Related. Related paid Lehman \$17,500,000 in principal to extend the loan and remove Related from any future recourse on the loan. Tuxedo is proceeding with the pre-development process and received a one-year loan extension until May, 2013. Tuxedo acquired the loans in February 2014.

There is no open material litigation that must be disclosed or would impact the financial condition of The Related Companies, L.P. and its affiliates.

1. PENDING LITIGATIONS involving Related and its affiliates as defendants (not including landlord-tenant actions or those covered by insurance in the ordinary course of business):

- a. **CityPlace Retail, LLC v. Wells Fargo Bank, N.A.**, Case No. 9:18-cv-81689, U.S.D.C., S.D. FL. This case concerns the parties' contractual obligations relating to the repayment of a loan, specifically, whether the parties complied with the procedural and substantive provisions governing the preparation of real estate appraisals which were to determine the final payoff amount, if any, which plaintiff owed defendant. Plaintiff claims that while its appraisal fully complied with the parties' Agreement, Defendant breached its contractual obligations to timely appoint and complete an appraisal such that Defendant's appraisal is invalid. Defendant claims that Plaintiff's appraisal did not substantively comply with the applicable appraisal standards so as to be invalid and that any failure to timely follow the Agreement's deadlines should be excused for equitable reasons. Testimony in a bench trial concluded on January 17, 2020 with the court issuing a decision on April 30, 2020 finding for Defendants and ordering that the appraisals be redone to determine what, if any, additional payoff amounts Plaintiff owes. Per the underlying agreement, Defendants are entitled to recover their attorney's fees. Plaintiff has appealed the decision to the 11th Circuit with briefing completed on October 16, 2020. CityPlace's liability with respect to any additional payoff amount is capped at \$6.4mm. Oral argument on the appeal took place on July 1, 2021. The 11th Circuit remanded with factual findings to be made by trial court with respect to diversity jurisdiction which were made 11.8.21. The trial Court found that it has jurisdiction.
- b. **Tutor Perini Building Corp. v. ERY Tenant LLC**, New York Supreme Court, New York County, Index No. 657351/2019. On or about December 10, 2019, Tutor Perini Corp. ("TPC") commenced an action against ERY Tenant LLC ("ERY Tenant") seeking \$33,850,200.20. TPC alleges that it has fulfilled its contractual obligations for work on the Platform and therefore is entitled to its contract balance, including retention (\$28,850,200.20). TPC further alleges that it has satisfied all shared savings provisions set forth in the agreement, and is therefore entitled to receive the maximum amount eligible pursuant to these provisions (\$5,000,000). On February 5, 2020, ERY Tenant filed a pre-answer motion to dismiss the complaint since this litigation is premature. Since the LIRR has formally stated that the project is not substantially complete, any release of final payments, retention and any potential shared savings are not yet due pursuant to TPC's contract. As such, TPC's claim is not yet ripe and should be dismissed without prejudice. The motion to dismiss was denied by the Court on November 19, 2020, an Answer filed on January 5, 2021, and Court-ordered discovery is ongoing with an expected completion date in early 2023.
- c. **Singer v. Santa Monica Urban Housing A, LLC**, Case No. 19SMCV01614, Los Angeles Superior Court. Homeowner has sued for damages to her unit due to allegedly defective windows. In addition to suing the developer, Plaintiff has alleged various alter

ego theories and brought in The Related Companies, L.P. and other Related affiliates. The alter ego defendants' motion to dismiss will be heard on September 29, 2022.

- d. **KJY Investment, LLC v. 42nd and 10th Associates**, New Jersey State Court, Bergen County, Docket No. BER-L-5477-18. An investor who put \$1.5M into a commercial tenant at the building known as MiMA at 42nd and 10th Avenue in Manhattan alleges that it was fraudulently induced to making the loan by landlord's misrepresentation that the tenant was in compliance with the lease when in fact it had fallen behind its lease payments. Landlord denies the allegations. Discovery is almost complete after which landlord will move for summary judgment if ongoing settlement talks fail.
- e. **Island International Enterprises, LLC v. Tutor Perini Corporation, ERY Tenant, LLC, The Related Companies, L.P. and Hudson Yards Construction, LLC**, New York Supreme Court, Westchester County Index No. 66004/2021. Plaintiff filed a summons with notice seeking some \$350K for subcontract work performed at Hudson Yards.
- f. **Wailian Overseas Consulting Group Ltd. v. ERY Tenant LLC**, Hong Kong International Arbitration Centre, HKIAC/A21153. Claimant commenced an arbitration on August 18, 2021 seeking approximately \$31mm in finder's fees for securing EB-5 investors for ERY Tenant, which has counterclaimed to recover \$145mm in fees paid to Claimant based on allegations that Claimant breached the parties' agreement. The arbitration hearing is scheduled in February 2023.
- g. **RREF II Kenmore Lessor I LLC v. Trustees of Boston University, Civil Action No. 2184CV01732, Massachusetts Superior Court, Suffolk Co.** Plaintiff, an affiliate of TRCLP, filed suit on July 29, 2021, alleging that Boston University failed to perform its obligations under the parties' lease, entitling plaintiff to recover unpaid lease amounts and other damages in an amount estimated at the time of filing to be around \$8.4MM. Defendant counterclaimed, seeking a declaration that there is no enforceable lease and unspecified damages for plaintiff's alleged failure to comply with the parties' term sheet. The case is currently in written discovery and document production stage with no current court-ordered schedule in place.
- h. **Electric Red Ventures, LLC, Manfred Co., LLC, and Monzer Hourani v. RDF Agent, LLC, Cause No. 2022-20609, District Court of Harris County, Texas, 129th Judicial District; and RDF Agent, LLC v. Electric Red Ventures, LLC, Monzer Hourani, and Manfred Co., LLC, Case No. 656537/2022, NY Supreme Court, NY Co..** In May 2022, RDF Agent, LLC, an affiliate of TRCLP, filed suit in NY alleging that defendants borrower and guarantors violated the exclusivity provision of a loan term sheet thereby entitling RDF to recover \$2.3MM in liquidated damages and some \$300,000 in expenses. Also in May 2022, Electric Red Ventures, LLC, Manfred Co., LLC, and Monzer Hourani filed a petition in Texas state court against RDF Agent, LLC, alleging that they were misled into signing the same loan term sheet at issue in the NY case and that RDF Agent failed to perform its obligations therein that caused unspecified damages to plaintiffs. The parties are currently briefing whether the lawsuit should continue in either New York or Texas.

- i. **In Re: Realpage, Inc., Rental Software Antitrust Litigation. US Judicial Panel on Multidistrict Litigation, Case No. 3071, David Precht v. Realpage, U.S. District Court of Massachusetts Case No. 1:22-cv-12230. Billie Joe White v. Realpage, U.S. District Court of Massachusetts Case No. 1:22-cv-12134.** Antitrust class action matter pending in the US Judicial Panel on Multidistrict Litigation. There are 30 consolidated complaints naming over 60 defendants including RealPage. The defendants are owners or property Management companies that use RealPage's software solution to exchange pricing information and fix prices in the Boston rental market in violation of Section 1 of the Sherman Act. The Related Companies, Inc. which has been incorrectly named in this action, does not use the software at issue in this matter. The cases are on hold while the application to the MDL docket is pending, lead plaintiffs' counsel is named and a new omnibus complaint is filed.

(2) Project Site Ownership

Collectively, for any and all persons listed as Owners and/or Applicants above in Section I. A. or any related entity (the company, subsidiaries, and or/ affiliates), answer the following questions:	Answer (Yes or No)
a. Does/Do Owner(s) and/or company making an Application currently hold sole and exclusive deed and fee title to property upon which proposed improvements will be made and for which Application is being made?	No
b. Does/Do Owner(s) and/or company making Application currently have legal, current enforceable contract of sale to purchase property upon which proposed improvements will be made and for which Application is being made?	No
c. Does/Do Owner(s) and/or company making Application currently have legal, current enforceable contractual option to purchase property upon which proposed improvements will be made and for which Application is being made?	Yes
d. Does/Do Owner(s) and/or company making Application currently have legal, current enforceable lending commitment from all lending institution(s) and/or investor(s) for purchasing site upon subject Development Project and its improvements will be made and for which Application is being made?	Pending

For all questions above answered “Yes”, provide supporting documentation as proof in Required Exhibit I. C. (2)

(3) Project Qualification

Answer the following questions regarding the Project’s basic qualification to be considered for assistance.	Answer (Yes or No)
a. Has the Project already commenced construction, reconstruction, renovation, erection, equipping or installation, as the case may be, or been undertaken prior to the provision of financial assistance from the Agency?	No
b. Does the Project have all current, valid approvals, permits, variances and reports from Historic District and Landmark Preservation Commission, Planning Board, Zoning Board of Appeals, Building Department and Environmental Regulatory Bodies required to commence construction?	No – pending
c. Does the proposed Project development include 30% or more retail trade square footage ?	No

Provide proof of final current, valid approvals, permits, variances and reports from Historic District and Landmark Preservation Commission, Planning Board, Zoning Board of Appeals, and Building Department and Phase I Environmental Determination and SEQRA report (Part I EAF for the proposed Project). If another Agency such as the Planning Board has already begun review of the Project, under the State Environmental Quality Review Act (“SEQR”), please provide a copy of the Environmental Assessment Form and all related Resolutions and correspondence) in Required Exhibit I. C. (3)

(4) Other Additional Approvals Required

Please identify any other additional or special required approvals know to the applicant, including any city,

county and other political subdivision of the State of New York and all state departments, agencies, boards, public benefit corporations, public authorities or commissions involved in approving or funding or directly undertaking action with respect to the Project.

PURCHASE OPTION AGREEMENT
(Rip Van Winkle)

PURCHASE OPTION AGREEMENT (the “Agreement”) is made and entered into as of March 23, 2022 (the “Effective Date”), between RIP VAN WINKLE HOUSE LLC, a Delaware limited liability company (the “Owner”), and JAVELIN 2022, LLC, a Delaware limited liability company (the “Optionee”).

Recitals

A. The Owner is governed by that certain Second Amended and Restated Limited Liability Company Agreement dated as of the date hereof (the “Ownership Agreement”), and is engaged in the ownership and operation of an apartment project located in Poughkeepsie, New York and commonly known as “Rip Van Winkle” (the “Project”). The real property comprising the Project is legally defined on Exhibit A.

B. The Optionee desires to have the right to acquire the Project together with the fixtures, personal property and agreements associated therewith (the “Property”) subject to the terms and conditions set forth in this Agreement.

C. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Ownership Agreement. Each of Owner and Optionee are sometimes referred to herein as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the execution and delivery of the Ownership Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Grant of Option

Owner hereby grants to the Optionee an option (the “Option”) to purchase the Property for a period (the “Option Period”) commencing on Effective Date and ending on March 31, 2032 on the terms and conditions set forth in this Agreement, including without limitation the terms and conditions set forth on Exhibit B attached hereto (the “Governing Terms”) and subject to the conditions precedent to the exercise of the Option specified herein. If Optionee does not exercise the Option during the Option Period, the Option will expire and be of no further force or effect.

Section 2. Option Consideration; Purchase Price Under Option

A. On or about the date hereof, Optionee has paid \$100 in exchange for the Option.

B. The purchase price for the Property pursuant to the Option (the “Option Price”) shall be an amount equal to the greater of: (i) 42,000,000.00 and (ii) the sum of: (x) the outstanding principal, accrued interest, any prepayment penalty and any other amounts due under all mortgage documents relating to the Property described on Exhibit A less Property net cash, reserves and escrow balances and (y) ten percent (10%) of the amount in clause (i).

Section 3. Exercise of Option

The Option may be exercised by the Optionee by: (a) giving written notice of its intent to exercise the Option to the Owner during the Option Period (the “Option Exercise Notice” and the date such Option Exercise Notice is given, the “Option Exercise Date”), and (b) complying with the Governing Terms. After delivery of the Option Exercise Notice and prior to Closing, Optionee may designate an entity of Optionee’s choosing to take title to the Property.

Section 4. Closing

From and after the giving of the Option Exercise Date, for a period of five hundred and fifty (550) days, Optionee will have the right to set a date of Closing pursuant to this Agreement on not less than ninety (90) days prior written notice to Owner which in no event may be prior to January 1, 2023 (the “Closing Date”). On the Closing Date, in exchange for the Option Price, Owner will convey the Property to Optionee or its designee in accordance with and subject to the terms of this Agreement, including, without limitation, the Governing Terms. In the event that the Closing Date has not occurred within seven hundred and thirty (730) days of the date the Option Exercise Notice is given, then unless extended by agreement of the Parties, this Agreement shall terminate.

Section 5. Purchase Agreement at Optionee’ s Request

This Agreement and the right of the Optionee to acquire the Property in accordance with the Governing Terms is specifically enforceable by Optionee. Notwithstanding the foregoing but without derogation of any rights granted to Optionee hereunder, Either Party, upon request of the Other Party, will execute: (i) an estoppel letter confirming Optionee’ s acquisition rights with respect to the Property or (ii) a form purchase and sale agreement in substance identical to the terms of the Agreement, in each case in form reasonably acceptable to Owner and Optionee for the purpose of permitting Optionee to demonstrate “site control” with respect to the Property to one or more third parties.

Section 6. Alternative Purchase of Ownership Interests

Notwithstanding the foregoing, Optionee may, by written notice to Owner given no later than ninety (90) days prior to the Option Closing Date, acquire the ownership interests in Owner in lieu of a direct acquisition of the Property pursuant to the Option but otherwise subject to the Governing Terms.

Section 7. Notices

Any notice, consent, or approval required or permitted to be given hereunder must be sent: (i) via email to all of the email addresses specified below for a party; or (ii) in writing to the physical address(es) set forth below via commercial or US Postal Service for overnight delivery; or by hand:

If to Owner:	c/o Related Affordable, LLC
	330 W 30th Street
	New York, NY 10001
	Attention: Matthew Finkle

Email: MFinkle@related.com

WITH A COPY TO:

c/o Related Affordable, LLC
330 W 30th Street
New York, NY 10001
Attention: Richard O'Toole
Email: ROtoole@related.com

AND TO:

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attention: John P. O'Neill
Email: john.oneill@hkllaw.com

AND TO:

c/o GHC Housing Partners
15301 Ventura Boulevard Suite B-570
Sherman Oaks, California 91403
Attention: Gregory F. Perlman
Email: greg@ghchousing.com

WITH A COPY TO:

c/o GHC Housing Partners LLC
15301 Ventura Blvd. Building B Suite 570
Sherman Oaks, California 91403
Attention: Clarice F. Silva, Esq.
Email: clarice@ghchousing.com

IF TO OPTIONEE:

c/o Related Affordable, LLC
330 W 30th Street
New York, NY 10001
Attention: Matthew Finkle
Email: MFinkle@related.com

WITH A COPY TO:

c/o Related Affordable, LLC
330 W 30th Street
New York, NY 10001
Attention: Richard O'Toole
Email: ROtoole@related.com

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attention: John P. O'Neill
Email: john.oneill@hkllaw.com

or, in each case, to such other address or persons as may designated by a party hereto in a written notice to the other parties hereto in a manner provided for in this Section. A notice shall be deemed to have been given under this Section: (i) in the case of electronic mail, upon the earlier of: (x) the time which the sender receives a "return receipt" or other evidence of delivery from the intended recipients email system and (y) an electronic mail from recipient acknowledging its receipt of the original communication; (ii) in the case of hand delivery, upon delivery to the specified physical address; (iii) in the case delivery by overnight mail, the day the same is delivered as evidenced by a confirmation of delivery by such overnight delivery service in such service's customary form. Notice hereunder may be given by counsel acting on behalf of a party. A party may change its address or add one or more addresses and/or addressees for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other party hereto in the manner prescribed in this Section.

Section 8. Entire Agreement. This Agreement and the other agreements referred to herein constitute all of the agreements among the parties relating to the matters set forth herein and supersede all other prior or concurrent oral or written letters, agreements or understandings with respect to the matters set forth herein.

Section 9. Electronic Signatures; Counterparts. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the uniform commercial code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under Signature Law due to the character or intended character of the writings. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

Section 10. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Section 11. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

Section 12. Construction. As used herein, the words “include”, “including”, and similar terms shall be construed as if followed by the phrase “without limitation.”

Section 13. No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary.

Section 14. Waiver of Jury Trial. To the extent permitted by applicable law, Borrowers and Related knowingly, voluntarily and irrevocably waive any right they may have to trial by jury in any action or proceeding among or between the Borrowers, and Related in connection with or arising out of this Term Sheet and the Transactions.

Section 15. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of New York (the “State”), without regard to principles of conflicts of law.

Section 16. Memorandum of Option

Owner and Optionee shall execute a Memorandum of Option with respect to Optionee’s rights under this Agreement in the form attached hereto as Exhibit C (the “Memorandum”). Optionee shall have the right to record the Memorandum at any time prior to the expiration of the Option Period.

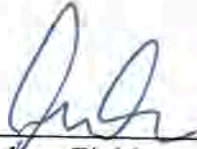
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IN WITNESS WHEREOF, the parties have executed this document as of the date first set forth hereinabove.

OWNER:

RIP VAN WINKLE HOUSE LLC, a Delaware
limited liability company

By: Javelin RA 2022 Manager, LLC, a Delaware
limited liability company, its non-member
manager

By: 

Matthew Finkle
Vice President

[signatures continue on following page]

[signatures continued from previous page]

OPTIONEE:

JAVELIN 2022, LLC, a Delaware limited liability company

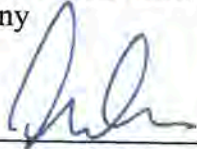
By: 
Matthew Finkle, Vice President

EXHIBIT A

LEGAL DESCRIPTION

[TO BE INSERTED]

EXHIBIT B

GOVERNING TERMS

Section 1. Purchase and Sale.

A. Purchased Property:

(a) the land legally described in **Exhibit A** attached hereto and all easements and rights appurtenant thereto (the "**Land**"),

(a) all buildings, fixtures, structures, and improvements on the Land (the "**Improvements**"),

(b) all personal property owned by Owner and located upon the Land or within the Improvements, including, without limitation, all furniture, appliances, equipment, machinery, drapes, carpeting, tools and supplies used in connection with the operation of the Property, all data and records related to or used in the operation of the Property, including tenant lists, rent rolls, maintenance logs, service and warranty records, equipment logs, operating guides and manuals, and financial and accounting records, but excluding all computer hardware and software (the "**Personal Property**"),

(c) all of Owner's right, title and interest in and to the leases and other agreements under which tenants occupy all or any portion of the Land and Improvements, including, without limitation, any residential leases ("**Tenant Leases**") and all accounts and security deposits or other deposits collected from tenants, together with any interest required by law to be paid (collectively, the "**Deposits**"),

(d) all of Owner's right, title and interest, if any, in and to all assignable service, equipment lease and utility agreements relating to the operation of the Property, to the extent assignable (the "**Service Contracts**"),

(e) all of Owner's right, title and interest, if any, in and to all plans, specifications, building permits, certificates of occupancy, signs, maintenance supplies, utilities, and other similar items for the Property, all assignable warranties, permits and approvals associated with the Land, Improvements, Personal Property, Tenant Leases, and Service Contracts, and leasing records, assignable licenses and franchises, and Owner's rights, if any, but without warranty, to use the Property Name and all variations thereof and any other trade names, trademarks, logos and symbols associated with or used in connection with the Property, and telephone and facsimile numbers and advertising materials used in connection with the Property including without limitation all domain names, URLs, and website content with any existing transferrable licenses necessary to utilize the same in e-commerce, social media accounts, and logo, photo, video and e-brochure files (collectively, the "**Intangibles**"), and

(f) all of Owner's right, title and interest, in and to the Housing Assistance Payments Agreement ("**HAP Contract**") with the U.S. Department of Housing and Urban Development ("**HUD**") and Contract Administrator, if applicable, and Owner's rights in any subsidy, grant or similar agreements.

B. The Property. The Land, the Improvements, the Personal Property, the Tenant Leases, the Deposits, the Service Contracts, the Intangibles and the HAP Contract are collectively referred to as the “**Property.**”

Section 2. Review of Property.

A. [Intentionally Deleted]

B. [Intentionally Deleted]

C. Access. Upon reasonable prior notice to Owner, Optionee shall be entitled to access the Property and to review all of the books and records of the Property in Owner’s actual possession or control (collectively, the “Review Materials”) and to conduct such investigations, tests, surveys and other analyses as Optionee determines is necessary, provided (a) Optionee shall not do any invasive observations, testing, sampling or drilling at the Property without Owner’s prior written consent which may be given in Owner’s sole discretion, (b) Optionee shall conduct such tests or investigations so as not to interfere materially with current activities or tenants on the Property, (c) Optionee shall promptly restore the Property to substantially the same condition which existed immediately prior to any such investigations, tests, surveys and other analyses, at Optionee’s sole cost and expense (other than that arising from the discovery by Optionee of preexisting conditions), and (d) Optionee (or its third party consultants) shall maintain general liability insurance coverage of at least \$1,000,000 covering loss or damage arising from its activities on the Property. Owner shall, at its sole cost and expense, be entitled to have a representative present at all times while Optionee or its representatives or agents are physically on the Property. Notwithstanding the foregoing, Optionee shall be entitled to access occupied units only upon advance notice to tenants in accordance with applicable law.

D. Inspection Indemnity. Optionee agrees to indemnify, defend, and hold Owner, their respective partners, members, managers, affiliates, and their respective agents, contractors, officers, directors and employees harmless from and against claims for damages or injuries to the extent arising out of or resulting from the investigation of the Property by Optionee and its agents and/or the performance of the tests and investigations conducted by Optionee on the Property but in any event not including any such damages or injuries resulting from Optionee’s discovery of a pre-existing condition. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2D shall survive the termination, expiration or consummation of this Agreement.

Section 3. Required Approvals. From and after the Option Exercise Date, Owner and Optionee shall use best efforts to diligently and in good faith seek to obtain written approval from HUD, pursuant to the requirements applicable to the HAP Contract, and from any required federal, state and local authorities, to transfer the Property to Optionee (collectively, the “**Required Approvals**”). With the cooperation of Owner, Optionee will file all initial applications and other submissions required to obtain the Required Approvals within thirty (30) calendar days after the Option Exercise Date. Owner shall reasonably cooperate with Optionee’s efforts to obtain the Required Approvals, at no material cost or expense to Owner. Obtaining the Required Approvals shall be a condition precedent to the Closing and Optionee shall provide regular status updates to Owner regarding Optionee’s progress with the Required Approvals and, in connection with

Optionee's request for the Required Approvals, Optionee will provide Owner copies of any and all material correspondence with HUD, the applicable federal, state and local authorities.

Section 4. Closing.

A. Time and Place of Closing. Closing shall occur in the office of a nationally recognized title company or an agent thereof selected by Optionee (such party, the "**Escrow Agent**"), or at Optionee or Owner's option, may be conducted as a "mail-away" closing without requiring the personal attendance of Owner or Optionee, on the Closing Date. Optionee and Owner shall deposit in escrow with Escrow Agent all instruments and documents necessary to complete the transaction in accordance with this Agreement and agree that the Escrow Agent shall be the reporting person to the extent required under any laws applicable to the transaction. As used herein, "Closing", "Closing Date" or "date of Closing" means the date on which all appropriate documents have been delivered to Escrow Agent and the proceeds of sale are available for disbursement to Owner.

B. Closing Costs; Fees.

(i) Closing Costs. At Closing, Optionee will pay all costs and premiums for the Title Policy, fees charged by title and escrow, closing costs and mortgage recording fees, taxes, and costs. Transfer taxes will be allocated between Optionee and Owner in accordance with the customs in the county and state where the Property is located.

(ii) Legal and Consultant Fees. Notwithstanding the foregoing, each party shall be responsible for its own legal, accounting and consultant fees.

(iii) Payoff of Indebtedness. Concurrently with Closing, Owner shall use the sales proceeds from the Closing to pay off the existing indebtedness encumbering the Property

(iv) Notwithstanding anything to the contrary contained herein, the proceeds paid to the Owner shall not be less than ten percent (10%) of the Going-In-Value less the transfer taxes allocated to the Owner.

C. Prorations. All income and expenses in connection with the operation of the Property shall be apportioned as of 12:01 a.m. on the day following Closing, as if Optionee were vested with title to the Property during the entire date for the day following Closing, such that Optionee shall have the benefit of the income and the burden of expenses for the day following Closing. Such prorated items shall include, without limitation, the following: real property taxes and assessments, utilities, payments under the Service Contracts, collected rents under the Tenant Leases (provided, however, that uncollected or delinquent rent owed to Owner, debt service, insurance premiums, management fees, and employee salaries or benefits shall not be prorated). Any rental delinquencies paid after Closing shall be applied first to current delinquent rents owed to Optionee, then to current rents owed to Optionee, and then to delinquent rent owed to Owner for the period prior to Closing. All refundable security deposits and prepaid items applicable to the period from and after the Closing Date shall be transferred to Optionee in cash at Closing or credited against the Purchase Price. Optionee has no obligation hereunder to file an action to collect, incur any material cost or expense or otherwise enforce payment of the delinquent rent.

Any revenue or expense amount which cannot be ascertained with certainty as of Closing shall be prorated based upon the parties' reasonable estimation, and shall be reconciled within thirty (30) days of Closing or as soon thereafter as the precise amounts can be ascertained. The provisions of this Section C shall survive Closing.

D. Tenant Deposits and Payments. All tenant security deposits collected under the Tenant Leases and not applied by Owner (and interest thereon if required by law or contract), all refundable pet, key and other similar deposits collected under Tenant Leases existing at the Closing shall be transferred or credited to Optionee at Closing. As of the Closing, Optionee shall assume Owner's obligations related to tenant and licensee security and other deposits, but only to the extent they are credited or transferred to Optionee.

E. Leasing Commissions. Commissions of leasing and rental agents for any Lease entered into before the Closing Date and with a commencement date prior to the Closing Date shall be paid exclusively by Owner at, or prior to Closing, pursuant to the terms relating to such payment. Commissions of leasing and rental agents for any Lease entered into on or after the 90th day prior to the Closing Date and before the Closing Date and with a commencement date on or after the Closing Date shall be paid exclusively by Optionee. All such rights and obligations under this Section E shall survive the Closing.

Section 5. Deliveries at or before Closing.

A. Owner's Delivery. At or before Closing, Owner shall have delivered to Optionee or shall deliver into escrow the following with respect to its Property:

(i) A deed with covenants against grantor's acts, in form attached hereto as Exhibit B, conveying title to the Land and Improvements to Optionee, subject to the Exceptions pursuant to Section 6.D below (the "Deed");

(ii) Bill of Sale, in form attached hereto as Exhibit C, conveying title to the Personal Property to Optionee free and clear of liens or other encumbrances;

(iii) Assignment and Assumption of Leases, in form attached hereto as Exhibit D, transferring the Tenant Leases to Optionee;

(iv) Assignment and Assumption of Service Contracts and Intangibles, in form attached hereto as Exhibit E transferring the Service Contracts to Optionee;

(v) To the extent required, an Assignment and Assumption Agreement in the form customarily required by the applicable regulatory authority, and evidencing the consent and approval of such applicable regulatory authority to the transfer of the Property to Optionee and assumption by Optionee of the applicable documents, in such form as may be required by the applicable regulatory authority and reasonably acceptable to the Optionee and Owner (whether in one or more documents, the "Transfer Agreement");

(vi) Any declaration or other statement that may be required to be submitted by the Owner to the local assessor in connection with the sale of the Property;

(vii) a FIRPTA Affidavit, from Owner, in a form reasonably acceptable to the Optionee to evidence that the Owner, is not subject to income tax withholding under the Foreign Investment in Real Property Tax Act and any similar forms required under analogous state laws;

(viii) Certified Rent Roll;

(ix) A notice signed by Owner notifying the tenants under the Tenant Leases of the sale of the Property to Optionee;

(x) All prepaid rents and refundable security deposits under the Tenant Leases (unless credited against the Purchase Price);

(xi) All books, records and documents relating to the Tenant Leases, maintenance, and/or management of the Property, as well as all keys and access codes;

(xii) All electronic data and records related to or used in the operation of the Property shall be delivered to Optionee or otherwise made available to the Optionee; provided, however, that Optionee shall be responsible for procuring and maintaining, at its sole cost and expense, any application software required to receive or access such data and records;

(xiii) A final closing statement, prepared by Escrow Agent and agreed to by Owner and Optionee (the “**Closing Statement**”);

(xiv) A valid and effective pay-off statement and prepayment approval for any and all mortgages and other similar liens on the Property not assumed by Optionee and sufficient to enable the Title Company to issue title policies to Optionee and its lender at Closing without taking exception for any mortgage or other monetary lien;

(xv) Any title clearing documents and instruments as may be required to deliver title to the Optionee as required hereunder;

(xvi) One or more affidavits and/or indemnities in favor of the Title Company as necessary for the Title Company to remove standard exceptions and complete a so-called gap closing;

(xvii) A certificate confirming that Owner’s representations and warranties contained herein remain true and correct as of the Closing Date;

(xviii) An Assignment, Assumption and Amendment of Section 8 Housing Assistance Contract in substantially the form attached as **Exhibit F (“HAP Contract Assignment”)** or in such form as may be required by HUD and reasonably acceptable to the Optionee and Owner;

(xix) Notification letters to all tenants in form and substance reasonably acceptable to Owner and Optionee prepared and executed by Optionee and Owner (“**Tenant Notification Letters**”), which shall be delivered to all tenants by Optionee immediately after Closing; and

(xx) Any transfer tax forms, reports or returns required under applicable law (**“Transfer Tax Forms”**).

B. **Optionee’s Delivery.** At Closing, Optionee shall deliver the following:

(i) Cash in the amount of the Purchase Price (subject to adjustments and pro-rations as set forth herein).

(ii) A counterpart of the Assignment and Assumption of Leases.

(iii) A counterpart of the Assignment and Assumption of Service Contracts.

(iv) To the extent required, a counterpart of the Transfer Agreement.

(v) A counterpart of the Closing Statement;

(vi) The HAP Contract Assignment;

(vii) A certificate confirming that Optionee’s representations and warranties contained herein remain true and correct as of the Closing Date;

(viii) Such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Optionee;

(ix) Any declaration or other statement that may be required to be submitted to the Optionee to the local assessor in connection with the sale of the Property;

(x) Tenant Notification Letters executed by Optionee; and

(xi) Any Transfer Tax Forms required to be executed by Optionee.

Section 6. **Optionee’s Closing Conditions.** The obligations of Optionee under this Agreement are contingent upon each of the following conditions:

A. On the Closing Date, each of the representations and warranties of Owner in this Agreement shall be true and correct in all material respects as if the same were made on the Closing Date, subject to Owner’s right to update such representations and warranties as provided in this Agreement.

B. By the Closing Date, Owner shall have performed all covenants and obligations in all material respects and complied with all material conditions required by this Agreement to be performed or complied with by Owner.

C. Receipt of the Required Approvals (which may be conditioned on Closing) pursuant to **Section 3** above.

D. At Closing, Owner shall deliver the Property substantially in the same manner and physical condition as of the Option Exercise Date, pursuant to its normal course of

business, subject to reasonable wear and tear and further subject to any destruction by casualty or taking by eminent domain in accordance with Section 9 below.

E. The Title Company shall be prepared to issue to Optionee at Closing a standard policy of title insurance (the “**Title Policy**”), insuring Optionee’s title subject to all of the following, all of which shall be deemed to be “**Exceptions**”, but shall contain no additional exceptions: (1) all matters shown in a Commitment for Title Insurance, issued by the Title Company for the Property (“**Title Commitment**”), including, without limitation, any standard exceptions not customarily removed by a title affidavit; (2) the rights and interests of parties claiming under Leases; (3) the lien to secure taxes and assessments not yet due and payable; (4) zoning ordinances and regulations and other laws or regulations governing use or enjoyment of the Property; (5) such state of facts as may be shown on a survey of the Property; (6) matters affecting title created by, on behalf of, or with the consent of Optionee; and (7) the HAP Contract; and (8) the LURAs not listed in the Commitment listed on Schedule 6.4 attached hereto and made a part hereof. Notwithstanding the foregoing provisions of Section D, Owner shall cause any monetary encumbrance, mechanic’s lien or judgment lien against the Property, other than liens or encumbrances created by, on behalf of, or with the consent of Optionee, to be removed as exceptions to the Title Policy on or before the Closing Date.

If any conditions in Section 6, have not been satisfied on or before the applicable date set forth in Section 6 with respect to each condition, and Owner does not elect to cure such failed condition (Owner having the right, but not the obligation, to do so) after Optionee’s written notice thereof to Owner, then Optionee may, by written notice to Owner, as its sole remedy, terminate this Agreement solely with respect to the Property affected by such failure of a condition, in which case neither party shall have any further liability with respect to such Property except for those obligations that survive termination hereunder. If Optionee proceeds to Closing despite failure of a condition, time being of the essence, then Optionee is deemed to have waived that condition. The conditions in this Section 6 are specifically stated and for the sole benefit of Optionee. Optionee in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Owner.

Section 7. Owner’s Closing Conditions. The obligations of Owner under this Agreement are contingent upon each of the following conditions:

A. On the Closing Date, each of the representations and warranties of Optionee in Section 10 shall be true and correct in all material respects as if the same were made on the Closing Date, subject to Optionee’s right to update such representations and warranties as provided in this Agreement.

B. By the Closing Date, Optionee shall have performed all covenants and obligations in all material respects and complied with all material conditions required by this Agreement to be performed or complied with by Optionee.

C. Receipt of the Required Approvals (which may be conditioned on Closing) pursuant to Section 3 above.

If the conditions in Section 7 have not been satisfied on or before the applicable date set forth in Section 7 with respect to each condition, then Owner may, as its sole remedy, terminate this

Agreement by providing written notice to Optionee on or before the applicable date, in which event neither party shall have any further liability except for those obligations that survive termination hereof. If Owner does not timely and properly terminate this Agreement by the applicable date or proceeds to Closing despite failure of a condition known to Owner at the time, time being of the essence, then Owner is deemed to have waived that condition. The conditions in this Section 7 are specifically stated and for the sole benefit of Owner. Owner in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Optionee.

Section 8. Operations Pending Closing. From the date of this Agreement until Closing, Owner agrees to manage and operate the Property free from waste and neglect and consistent with current management practices. Owner further agrees: (i) to maintain or cause to be maintained the Property in its current condition and repair (normal wear and tear and casualty loss excepted); (ii) to maintain the existing property and casualty insurance on the Property; (iii) to perform or cause to be performed all of its material obligations under any existing licenses, permits, LURAs, Tenant Leases, Service Contracts and any other documents and approvals applicable to the Property; (iv) to not lease, rent or otherwise permit any person or persons to occupy any portion of the Property other than pursuant to tenant leases executed in the ordinary course of business consistent with Owner's current policies and practices, and each new lease entered into after the Option Exercise Date must be on Owner's standard form, without material amendment or deletion, except as may be approved by Optionee; (v) to not enter into any new contracts which are not terminable on thirty (30) days' notice without the approval of Optionee, which approval shall not be unreasonably withheld, conditioned or delayed, (vi) to not cause or allow to continue any mechanics or materialman's or other liens to attach to the Property; and (vii) to not cause or permit any encumbrance to be placed on the record title to the Property not consented to by Optionee or not otherwise removed at or prior to Closing.

Section 9. Destruction/Condemnation of Property. If, after the Option Exercise Date, but prior to the Closing Date, the Property or any portion thereof is damaged or destroyed by a casualty or Owner receives a written offer to acquire the Property or any portion thereof from any governmental agency pursuant to the powers of eminent domain, Owner shall notify Optionee of such event or offer. Owner shall have no obligation to repair or replace any such damage, destruction or taken property. Owner shall, upon consummation of the transaction herein provided, assign to Optionee all claims of Owner respecting any condemnation or casualty insurance coverage, as applicable, and all condemnation proceeds or proceeds from any such casualty insurance received by Owner on account of any casualty or condemnation, less any portion of such proceeds paid or to be paid to Owner on account of the loss of rents, loss of use or other items applicable to any period prior to the Closing Date and reasonable costs and expenses of collection and repairs. In connection with any assignment of insurance proceeds hereunder, Owner shall credit Optionee with an amount equal to the applicable deductible amount under Owner's insurance (but not more than the amount by which (x) the cost as of the Closing Date to repair the damage is greater than (y) the insurance proceeds and coverage to be assigned to Optionee). Notwithstanding the foregoing, in the event that either of Wells Fargo Bank, N.A., a national banking association, or Fannie Mae, or any successor or assignee thereof, does not make insurance or condemnation proceeds available to Owner that result from damage or destruction to the Property or proposed taking of the Property (or portion thereof), (or in the event of an uninsured casualty, Owner does not elect, in its sole and absolute discretion to credit Optionee at closing an

amount equal to the cost to repair such uninsured casualty), then either Optionee or Owner may, at its option, terminate this Agreement by notice to the other, given on or before the Closing Date, whereupon no party hereto shall have any further obligation in connection herewith except under those provisions that expressly survive a termination of this Agreement. To the extent that Owner elects to commence any repairs prior to Closing, then Owner shall be entitled to receive and apply available insurance proceeds to any portion of such repairs completed or installed prior to Closing, with Optionee being responsible for completion of such repairs after Closing, provided that Optionee will have the right to review and approve the proposed repairs and any contracts entered into in connection therewith in Optionee's reasonable judgment, not to be unreasonably withheld, delayed or conditioned. To the extent that any repairs have been commenced prior to Closing, then the Service Contracts shall include, and Optionee shall assume at Closing, all construction and other contracts entered into by Owner in connection with such repairs and Owner shall assign to Optionee at Closing, all warranties and guarantees that Owner has received in connection with the work performed for such repairs to the extent transferrable. The provisions of this Section 9 shall survive the Closing and delivery of the Deed to Optionee.

Section 10. Optionee's Representations and Warranties. Optionee represents and warrants to Owner that as of the Option Exercise Date and as of the Closing Date:

A. Authority; Organization; No Conflict. This Agreement has been duly authorized, executed and delivered by Optionee and is a valid and binding obligation of Optionee. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (a) be in violation of Optionee's organizational documents; (b) to Optionee's best knowledge, conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Optionee; or (c) constitute a breach of any agreement to which Optionee is a party or by which Optionee is bound.

B. No Violation of Anti-Terrorism Laws. Optionee and each and every person affiliated with Optionee or that to Optionee's knowledge has an economic interest in Optionee is: (a) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and all modifications thereto or thereof (as used in this Section only, the "Annex"); (b) in full compliance with the requirements of the Patriot Act and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (as used in this Section only, "OFAC"); (c) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Act and available to Owner for Owner's review and inspection during normal business hours and upon reasonable prior notice; (d) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Act; (e) not listed as a "Specially Designated Terrorist" or as a "blocked" person on any lists maintained by the OFAC pursuant to the Patriot Act or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Act or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Act; (f) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; and (g) not owned or controlled by or now acting and or will in the future act for or on behalf of any person named in the Annex or any other list promulgated under the Patriot Act or any other person who has been determined to be subject to

the prohibitions contained in the Patriot Act. Optionee covenants and agrees that in the event Optionee receives any notice that Optionee (or any of Optionee's beneficial owners or affiliates) has become listed on the Annex or any other list promulgated under the Patriot Act or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Optionee shall immediately notify Owner. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including Executive Order 13224 effective September 24, 2001 (collectively referred to in this Section only as the "**Patriot Act**") and are incorporated into this Section.

Section 11. Owner's Representations and Warranties. Owner represents and warrants to Optionee, that as of the of the Option Exercise Date and as of the Closing Date:

A. Authority; Organization; No Conflict. Owner is organized and validly existing under the laws of the State of its formation and is authorized to do business in the state where the Property is located. Owner has obtained all necessary third party consents to this Agreement, other than the Required Approvals. Owner is fully authorized to own and operate the Property in the manner in which the Property is currently operated. This Agreement has been duly authorized, executed and delivered by Owner and is a valid and binding obligation of Owner. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (a) be in violation of Owner's organizational documents, or (b) constitute a breach of any agreement to which Owner is a party, or by which Owner is bound.

B. United States Persons. Owner and all persons or entities having beneficial interests in the Property are "United States Persons," as defined in Section 1445(f)(3) and Section 7701(g) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the purchase of the Property by Optionee as contemplated herein will not be subject to the withholding requirements of Section 1445(a) of the Code.

C. Bankruptcy; Insolvency. None of the following has occurred with respect to the Owner: (a) the commencement of a case under any federal or state bankruptcy, insolvency or similar law; (b) the appointment of a trustee or receiver of any property interest; (c) an assignment for the benefit of creditors; (d) an attachment, execution or other judicial seizure of a substantial property interest; (e) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (f) admitted in writing its inability to pay its debts as they become due.

D. Rent Roll. As of the date set forth thereon, the Rent Roll attached hereto as **Exhibit H** (the "**Rent Roll**") is true, correct and complete in all material respects, and the Rent Roll delivered at Closing, shall be correct and complete in all material respects as of the Closing Date.

E. Compliance with the LURAs. To Owner's knowledge, it is in compliance in material respects with the term and conditions of the LURAs.

F. No Violation of Anti-Terrorism Laws. Owner and each and every person affiliated with Owner, or that, to Owner's knowledge, has an economic interest in Owner is: (a) not

a “blocked” person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and all modifications thereto or thereof (as used in this Section only, the “**Annex**”); (b) in full compliance with the requirements of the Patriot Act and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (as used in this Section only, “**OFAC**”); (c) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Act and available to Optionee for Optionee’s review and inspection during normal business hours and upon reasonable prior notice; (d) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Act; (e) not listed as a “Specially Designated Terrorist” or as a “blocked” person on any lists maintained by the OFAC pursuant to the Patriot Act or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Act or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Act; (f) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; and (g) not owned or controlled by or now acting and or will in the future act for or on behalf of any person named in the Annex or any other list promulgated under the Patriot Act or any other person who has been determined to be subject to the prohibitions contained in the Patriot Act. Owner covenants and agrees that in the event Owner receives any notice that Owner (or any of Owner’s beneficial owners or affiliates) has become listed on the Annex or any other list promulgated under the Patriot Act or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Owner shall immediately notify Optionee. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including Executive Order 13224 effective September 24, 2001 (collectively referred to in this Section only as the “**Patriot Act**”) and are incorporated into this Section.

G. HAP Contract. The HAP Contract is in full force and effect.

H. Employees. All persons or entities presently employed in connection with the operation and maintenance of the Property are not employed by the Owner, and shall be terminated as of the day prior to the Closing Date. No proration of management fees, salaries or benefits shall be made with respect to Owner’s property management agent or any of such employees.

Section 12. As-Is Purchase. OPTIONEE IS PURCHASING THE PROPERTY “AS IS WHERE IS” IN ITS PRESENT CONDITION EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN. OPTIONEE HAS HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN OWNER’S POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF OWNER EXPRESSLY SET FORTH HEREIN AND IN THE DEED AND THE OTHER DOCUMENTS DELIVERED TO OPTIONEE AT CLOSING, OWNER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, HEREBY DISCLAIMS AND SHALL HAVE NO LIABILITY FOR: (A) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE ROOFS, STRUCTURAL COMPONENTS, OR HEATING, VENTILATING, AIR CONDITIONING,

MECHANICAL, PLUMBING, ELECTRICAL, OR FIRE AND LIFE SAFETY SYSTEMS THEREON OR THEREIN OR THE SUITABILITY OF THE PROPERTY FOR HABITATION OR FOR OPTIONEE'S INTENDED USE; (B) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (C) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (D) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (E) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AT THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, INCLUDING WITHOUT LIMITATION ASBESTOS OR UREA-FORMALDEHYDE, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE DEED AND THE OTHER DOCUMENTS DELIVERED TO OPTIONEE AT CLOSING, OWNER SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, 42 U.S.C.A. SECTIONS 9601 ET SEQ., OR APPLICABLE STATE LAW, AND EXCEPT FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT, THE DEED, OR ANY OTHER DOCUMENTS DELIVERED TO OPTIONEE AT CLOSING, OPTIONEE HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS WHICH THE OPTIONEE HAS OR MAY HAVE AGAINST OWNER WITH RESPECT TO THE CONDITION OF THE PROPERTY. OPTIONEE ACKNOWLEDGES THAT OPTIONEE IS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE PROPERTY AND OPTIONEE ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE DEED AND THE OTHER DOCUMENTS DELIVERED TO OPTIONEE AT CLOSING.

IF OWNER PROVIDES OR HAS PROVIDED ANY DOCUMENTS, SUMMARIES, OPINIONS OR WORK PRODUCT OF CONSULTANTS, SURVEYORS, ARCHITECTS, ENGINEERS, TITLE COMPANIES, GOVERNMENTAL AUTHORITIES OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE OFFERING PREPARED BY BROKER, OPTIONEE AND OWNER AGREE THAT OWNER HAS DONE SO OR SHALL DO SO ONLY FOR THE CONVENIENCE OF BOTH PARTIES, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE DEED AND THE OTHER DOCUMENTS DELIVERED TO OPTIONEE AT CLOSING, OPTIONEE SHALL NOT RELY THEREON AND THE RELIANCE BY OPTIONEE UPON ANY SUCH DOCUMENTS, SUMMARIES, OPINIONS OR WORK PRODUCT SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST OWNER'S INDEMNIFIED PARTIES. OPTIONEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE DEED AND THE OTHER DOCUMENTS DELIVERED TO OPTIONEE AT CLOSING, NO REPRESENTATION HAS BEEN MADE AND NO RESPONSIBILITY IS ASSUMED BY OWNER WITH RESPECT

TO CURRENT AND FUTURE APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS OR THE COMPLIANCE OF THE PROPERTY WITH ANY OTHER LAWS, RULES, ORDINANCES OR REGULATIONS, THE FINANCIAL EARNING CAPACITY OR EXPENSE HISTORY OF THE PROPERTY, THE CONTINUATION OF AGREEMENTS, CONTINUED OCCUPANCY LEVELS OF THE PROPERTY, OR ANY PART THEREOF, OR THE CONTINUED OCCUPANCY BY TENANTS OF ANY LEASES OR, WITHOUT LIMITING ANY OF THE FOREGOING, OCCUPANCY AT CLOSING. OPTIONEE IS SOLELY RESPONSIBLE FOR OBTAINING ANY CERTIFICATE OF OCCUPANCY, OCCUPANCY PERMIT OR ANY OTHER APPROVAL OR PERMIT NECESSARY FOR THE TRANSFER OR OCCUPANCY OF THE PROPERTY AND FOR ANY REPAIRS OR ALTERATIONS NECESSARY TO OBTAIN THE SAME, ALL AT OPTIONEE'S SOLE COST AND EXPENSE. OPTIONEE AGREES THAT THERE IS NO OBLIGATION ON THE PART OF OWNER TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, TO CURE ANY VIOLATIONS OF ANY FEDERAL, STATE, COUNTY OR MUNICIPAL LAW, ORDINANCE, ORDER, REGULATION OR REQUIREMENT AFFECTING THE PROPERTY, COMPLY WITH THE REQUIREMENTS OF ANY INSURER OR OTHERWISE. PRIOR TO CLOSING, OWNER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE ITS RIGHTS AGAINST ANY AND ALL PROPERTY OCCUPANTS, GUESTS OR TENANTS IN THE ORDINARY COURSE OF BUSINESS. OPTIONEE AGREES THAT THE DEPARTURE OR REMOVAL, PRIOR TO CLOSING, OF ANY OF SUCH GUESTS, OCCUPANTS OR TENANTS SHALL NOT BE THE BASIS FOR, NOR SHALL IT GIVE RISE TO, ANY CLAIM ON THE PART OF OPTIONEE, NOR SHALL IT AFFECT THE OBLIGATIONS OF OPTIONEE UNDER THIS AGREEMENT IN ANY MANNER WHATSOEVER; AND OPTIONEE SHALL CLOSE TITLE AND ACCEPT DELIVERY OF THE DEED WITH OR WITHOUT SUCH TENANTS IN POSSESSION AND WITHOUT ANY ALLOWANCE OR REDUCTION IN THE PURCHASE PRICE UNDER THIS AGREEMENT EXCEPT AS EXPRESSLY SET FORTH HEREIN. OPTIONEE HEREBY RELEASES OWNER FROM ANY AND ALL CLAIMS AND LIABILITIES RELATING TO MATTERS WAIVED ABOVE. THE DISCLAIMERS, RELEASES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS Section 12 AND ELSEWHERE IN THIS AGREEMENT FOR THE BENEFIT OF OWNER ARE INTENDED TO APPLY TO AND BE BINDING ON OPTIONEE AND ALL PARTIES CLAIMING BY OR THROUGH OPTIONEE, DIRECTLY OR INDIRECTLY, AND INCLUDING ANY ASSIGNEE OR SUCCESSOR OF OPTIONEE'S RIGHTS, CLAIMS OR CAUSES OF ACTION UNDER THIS AGREEMENT.

THE PROVISIONS OF THIS Section 12 SHALL SURVIVE THE CLOSING.

Section 13. Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

Section 14. Brokers and Finders. Optionee and Owner each represents and warrants to the other that no broker is representing either party in this transaction. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection with this Agreement, Optionee, if such claim is based upon any agreement alleged to have been made by Optionee,

hereby agrees to indemnify Owner against any and all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) which Owner may sustain or incur by reason of such claim. Owner, if such claim is based upon any agreement alleged to have been made by Owner, hereby agrees to indemnify Optionee against any and all damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) which Optionee may sustain or incur by reason of such claim. Notwithstanding anything to the contrary herein, the provisions of this Section 14 shall survive the termination of this Agreement or the Closing.

Section 15. Possession. Optionee shall be entitled to possession of the Property on the date of Closing, subject only to the Tenant Leases.

Section 16. [INTENTIONALLY OMITTED].

Section 17. Default and Remedies.

A. Default by Optionee. If this Agreement is not terminated on or before the end of the Review Period or if Optionee fails without legal excuse, including, without limitation, the failure of a condition precedent, to complete the purchase of the Property in accordance with the terms of this Agreement, Owner may terminate this Agreement as the sole and exclusive remedy available to Owner for such failure. Owner expressly waives all other remedies, including, but not limited to the right of specific performance. The foregoing limitation of remedies shall not apply to Optionee's indemnification obligations under this Agreement.

B. Default by Owner. If Owner fails without legal excuse including, without limitation, the failure of a condition precedent, to complete the sale of the Property in accordance with the terms of this Agreement, Optionee may elect one of the following remedies (Optionee hereby waiving any and all other remedies): (a) Optionee may seek specific performance of this Agreement, provided an action thereon is commenced with thirty (30) calendar days of such Owner's failure to perform, or (b) rescind this Agreement and neither party shall have any further obligation or liability to the other (other than those obligations that expressly survive a termination of this Agreement), or (c) waive the default and proceed to Closing.

Section 18. Survival. All provisions of this Agreement which involve obligations, duties or rights to be performed after the date of Closing or the recording of the Deed, and all representations, and warranties made in or to be made pursuant to this Agreement shall survive the date of Closing and/or the recording of the Deed only to the extent expressly provided herein.

Section 19. Time. Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of New York or the state in which the Property is located. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

Section 20. [INTENTIONALLY OMITTED].

Section 21. Limitation of Liability. Notice is hereby given that all persons dealing with Owner or the Optionee shall look to the assets of Owner or Optionee, respectively, for the enforcement of any claim against Owner or Optionee. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Owner or Optionee shall have any personal liability for any of the liability or obligations of Owner or Optionee.

Section 22. Lead Based Paint Disclosure. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

Section 23. ADA Disclosure. Optionee acknowledges that the Property may be subject to the federal Americans With Disabilities Act, 42 U.S.C.A. §§ 12101-12213 (as amended from time to time, the “**ADA**”) and the federal Fair Housing Act, 42 U.S.C.A. §§ 3601-3619, 3631 (as amended from time to time, the “**FHA**”). The ADA requires, among other matters, that tenants and/or owners of “public accommodations” remove barriers in order to make the Property accessible to disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons. Owner makes no warranty, representation or guarantee of any type or kind with respect to the Property’s compliance with the ADA or the FHA (or any similar state or local law), and Owner expressly disclaims any such representation.

Section 24. Radon Notice. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN THE STATE WHERE THE PROPERTY IS LOCATED. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

Section 25. Intentionally Omitted.

Section 26. Tax Deferred Exchange. Each party shall cooperate with the other party in the event a party hereto elects to close the sale of the Property as part of a tax-deferred exchange under and pursuant to Section 1031 of the Internal Revenue Code, as amended and restated; provided, that, (i) such exchange shall not impose upon the non-exchanging party any additional liability or financial obligation related to or arising from the exchanging party’s exchange and the exchanging party shall hold the non-exchanging party harmless from any liability arising from such exchange, and (ii) the consummation of a tax-deferred exchange shall not be a condition precedent to the exchanging party’s obligations hereunder.

List of Exhibits, Schedules and Addendums

Exhibit A – Legal Description for Land

Exhibit B – Deed

Exhibit C – Bill of Sale

Exhibit D – Assignment and Assumption of Leases

Exhibit E – Assignment and Assumption of Service Contracts and Intangibles

Exhibit F - HAP Contract Assignment

Exhibit G – Rent Roll

Schedule 6.4 – LURAs

Exhibit A

Legal Description of Land

Exhibit B

[TO BE PROVIDED IN CONNECTION WITH OPTION EXERCISE]

Exhibit C

FORM OF BILL OF SALE

THIS BILL OF SALE is executed as of the _____ day of _____, 20__, by RIP VAN WINKLE HOUSE LLC (“**Owner**”):

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, Owner does hereby grant, bargain, sell, convey, assign, transfer, and set over unto JAVELIN 2022, LLC (“**Optionee**”) all of Owner’s right, title and interest in and to the Personal Property, as such term is defined in that certain Purchase Option Agreement, dated _____, by and between the Owner and Optionee (as amended and assigned, the “**Contract**”) with respect to the sale of certain Land described therein and Improvements located thereon. Any term with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Contract.

Owner does hereby covenant that it will forever warrant and defend the Personal Property against all persons whomsoever claiming by, through or under Owner or its predecessors in interest, but not otherwise. In all other respects, the Personal Property is being transferred in its “as is, where is” condition, and without representation or warranty, except as set forth in Section _____ of the Contract.

IN WITNESS WHEREOF, Owner has executed and delivered this Bill of Sale as of the day and year first above written.

OWNER: _____

Exhibit D

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES AND SECURITY DEPOSITS

This Assignment and Assumption of Leases and Security Deposits (this "Assignment"), effective as of the ____ day of _____, 20__, is made by and between RIP VAN WINKLE HOUSE LLC ("Assignor"), [_____] ("Assignee"):

In consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. The "Property" means the real property located in Poughkeepsie, Dutchess County, New York, commonly known as the Rip Van Winkle, together with the building, structures and other improvements located thereon.

1. Leases. The "Leases" means the leases affecting the Property, more particularly described in the rent roll attached hereto as Exhibit B, which Assignor hereby certifies to be true, accurate and complete as of the date hereof.

2. Security Deposits. "Security Deposits" means the refundable security and other refundable deposits held by or for Assignor on account of tenants under the Leases with respect to which Assignee received a credit at the closing of the transaction pursuant to this Assignment. The Security Deposits are also set forth in the Exhibit B.

3. Assignment. Assignor hereby grants, transfers and assigns to Assignee the entire right, title and interest of Assignor in and to the Leases and the Security Deposits.

4. Assumption. Assignee hereby assumes the covenants, agreements and obligations of Assignor as landlord or lessor under the Leases which are applicable to the period and required to be performed from and after the date of this Assignment, but not otherwise, and Assignee further assumes all liability of Assignor for the proper refund or return of the Security Deposits if, when and as required by the Leases. No person or entity, other than Assignor shall be deemed a beneficiary of the provisions of this Section 5.

5. Indemnification. Assignor shall indemnify and hold Assignee harmless from and against all obligations of the "lessor" or "landlord" under the Leases to the extent such obligations were applicable to the period and required to be performed prior to the date of this Assignment. Assignee shall indemnify and hold Assignor harmless from and against all obligations of the "lessor" or the "landlord" under the Leases to the extent that such obligations are applicable to the period and required to be performed from and after the date of this Assignment.

6. Legal Expenses. If either party to this Assignment brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Assignment, or to recover damages for their breach, the prevailing party shall be entitled to recover its costs and expenses (including fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith including all such costs and expenses incurred in: (a) in trial and appellate

court proceedings, (b) in connection with any and all counterclaims asserted by one party to this Assignment against another whether or not such counterclaims arise out of or are otherwise related to this Assignment, (c) in bankruptcy or other insolvency proceedings, and (d) in post-judgment collection proceedings.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

8. Power and Authority. Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such party represents and warrants to the other party that he or she is fully empowered and authorized to do so.

9. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of, which shall constitute one agreement, binding on all parties.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

ASSIGNEE:

Exhibits

Exhibit A:

Legal Description

Exhibit B:

Certified Rent Roll

Exhibit E

FORM OF ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS AND INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS AND INTANGIBLES (this "Assignment") is entered into as of the ____ day of ____, 20 __, by and between RIP VAN WINKLE HOUSE LLC ("Assignor"), and [____] ("Assignee"), who agree as follows:

1. **Property.** The "Property" means the real property located in Poughkeepsie, Dutchess County, New York, commonly known as Rip Van Winkle, together with the building, structures and other improvements located thereon.

2. **Service Contracts.** "Service Contracts" means those maintenance, supply and service agreements, equipment leases, and utility agreements relating to the Property as listed on Exhibit B attached to this Assignment.

3. **Intangibles.** "Intangibles" shall have the meaning set forth in that certain Purchase Option Agreement, dated _____, by and between the Owner and Optionee, as amended and assigned, with respect to the sale of certain Land described therein and Improvements located thereon.

4. **Assignment.** For good and valuable consideration received by Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee the entire right, title and interest of Assignor in and to the Service Contracts and the Intangibles. Assignor shall continue to be responsible for and shall perform and satisfy its obligations under the Service Contracts insofar as such obligations relate to the period on or before the date of this Assignment.

5. **Assumption.** Assignee hereby assumes the covenants, agreements and obligations of Assignor under the Service Contracts which are applicable to the period and required to be performed from and after the date of this Assignment, but not otherwise. No person or entity other than Assignor shall be deemed a beneficiary of the provisions of this Section 5.

6. **Indemnification.** Assignor shall indemnify and hold harmless Assignee from and against all obligations of the Assignor under the Service Contracts to the extent such obligations were applicable to the period and required to be performed prior to the date of this Assignment. Assignee shall indemnify and hold harmless Assignor from and against all obligations assumed by the Assignee under the Service Contracts to the extent that such obligations are applicable to the period and required to be performed from and after the date of this Assignment.

7. **Legal Expenses.** If either party to this Assignment brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Assignment, or to recover damages for their breach, the substantially prevailing party shall be entitled to recover its costs and expenses (including fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith including all such costs and expenses incurred: (a) in trial and appellate court proceedings, (b) in connection with any and all counterclaims asserted by one party

to this Assignment against another whether or not such counterclaims arise out of or are otherwise related to this Assignment, (c) in bankruptcy or other insolvency proceedings, and (d) in post-judgment collection proceedings.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

9. Power and Authority. Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such party represents and warrants to the other party that he or she is fully empowered and authorized to do so.

10. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of, which shall constitute one agreement, binding on all parties.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR: _____

ASSIGNEE: _____

Exhibit A: Legal Description

Exhibit B: Service Contracts

Exhibit F

**ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT
(UNINSURED PROJECT)**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF SECTION 8 HOUSING ASSISTANCE CONTRACT (herein called the "Agreement") is made this _____ day of _____, 20__, by the United States of America, acting through the (herein called "the Contract Administrator"), insert name of Owner (current ownership entity), a insert limited partnership, general partnership, limited liability company, corporation, or sole proprietor (herein called "the Owner"), and insert name of Optionee, a insert limited partnership, general partnership, limited liability company, corporation, or sole proprietor. (herein called "the Optionee").

WHEREAS, the Contract Administrator and insert name of prior owner or the Owner, pursuant to Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437(f), entered into a Section 8 Housing Assistance Payments Contract (herein called the "HAP Contract") identified as HAP Contract Number _____ - _____ for units in the insert project name (herein called "the Property"), a copy of which is attached hereto as "Exhibit A". insert or delete following as applicable: Said HAP Contract, executed by the Prior Owner by an assignment of HAP Contract, executed by Prior Owner and approved by HUD, dated _____ .

WHEREAS, the Owner, and the Optionee have entered onto a Real Estate Purchase and Sale Agreement, dated as of insert date and month, 200__, wherein the Owner agrees to sell the Property and the Optionee agrees to purchase the Property, including, without limitation, the improvements situated thereon, and has agreed to accept the assignment of and assume all obligations under the HAP Contract;

WHEREAS, the Optionee has submitted to the Secretary of HUD (herein called "the Secretary") an Application and documents in support thereof (herein collectively referred to as the "Application") requesting the Secretary's approval of the proposed assignment of the HAP Contract to the Optionee as set forth in the aforesaid Real Estate Purchase and Sale Agreement; and

WHEREAS, the Owner and the Optionee mutually desire to assign the HAP Contract; and it is necessary to and the Contract Administrator and the Optionee mutually desire to amend the HAP Contract to allow for physical inspections in accordance with 24 CFR Part 5 Subpart G and require financial reporting in accordance with 24 CFR Part 5 Subpart H;

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) in hand paid and other good consideration, the receipt of which is hereby acknowledged, and in order to comply with the requirements of the Secretary, the National Housing Act of 1937, and the regulations adopted pursuant thereto, the parties hereto agree as follows:

1. The Owner hereby irrevocably assigns HAP Contract to the Optionee together with all rights and obligations in and under said contract;
1. Effective as of the date of this Agreement the Optionee agrees to assume and to be bound by said HAP Contract as modified herein, and is responsible for filing the Annual Financial Statement (AFS) from the date of this Agreement through the end of the Optionee's fiscal year.
2. Effective as of the date of this Agreement, the Owner is released from any future obligations under the HAP Contract, excepting that the Owner shall remain responsible for filing the AFS through the day before this Agreement if said HAP Contract includes an AFS filing requirement. Nothing in this Agreement shall waive, compromise, impair, or prejudice any right HUD may have against the Owner for any violation of the HAP Contract that may have occurred prior to the date of this Agreement.
3. Part II of the HAP Contract shall be amended as follows to include the following provisions:

Physical Conditions Standards and Inspection Requirements. The Owner shall comply with the Physical Condition Standards and Inspection Requirements of 24 CFR Part 5, Subpart G, including any changes in the regulation and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP contract and during each successive renewal term.

Financial Reporting Standards. The Owner shall comply with the Uniform Financial Reporting Standards of 24 CFR Part 5, Subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP contract and for each successive renewal term.

4. This Agreement shall be construed under the laws of the State of *insert project location* and to the extent inconsistent with the laws of the State of *insert project location*, the laws of the United States of America. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
6. The Secretary, by the signature of his authorized representative below, consents to assignment made hereby. Said consent shall be void ab initio if the Secretary determines that Optionee, or any principal or interested party of the Optionee, is debarred, suspended or subject to a limited denial of participation under 24 CFR Part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

NOTHING in this Agreement shall in anyway impair the HAP Contract or alter, waive, annul, vary or affect any provision, condition, covenant therein, except as herein specifically provided, or affect or impair any rights, powers, or remedies under the HAP Contract, it being the intent of the parties hereto that the terms and conditions of the HAP Contract shall continue in full force and effect except as amended hereby.

IN WITNESS WHEREOF, THE Owner, the Optionee and the Contract Administrator have caused this agreement to be executed.

OWNER

Name of Owner (Print)

By _____
Signature of authorized representative

Name and title (Print)

OPTIONEE

Name of Optionee (Print)

By _____
Signature of authorized representative

CONTRACT ADMINISTRATOR (HUD or PHA)

Name and title (Print)

Name of Contract Administrator (Print)

By _____
Signature of authorized representative

Name and title (Print)

Exhibit H

Rent Roll

(attached hereto)

Schedule 6.4

LURAs

EXHIBIT C
MEMORANDUM OF OPTION

MEMORANDUM OF PURCHASE OPTION AGREEMENT

(Rip Van Winkle)

NOTICE IS HEREBY GIVEN that a PURCHASE OPTION AGREEMENT dated as of _____, 2022 (the “Memorandum”) has been entered into by and among RIP VAN WINKLE HOUSE LLC, a Delaware limited liability company (the “Owner”), and JAVELIN 2022, LLC, a Delaware limited liability company (the “Optionee”).

Owner and Optionee are parties to that certain Purchase Option Agreement dated as of the date hereof (the “Agreement”).

Pursuant to the Agreement, the Owner has granted to Optionee the right, on the terms and conditions stated in the Agreement, to purchase the Property (as defined in the Agreement); said Property being located on the land in Poughkeepsie, New York more fully described in Exhibit A attached hereto.

The purchase option commencing on the Effective Date (as defined in the Agreement) and ending on March 31, 2032 on the terms and conditions set forth in the Agreement and subject to the conditions precedent to exercise of the purchase option specified therein.

Owner and Optionee acknowledge and agree that the Agreement and by extension this Memorandum are subordinate in all respects to the rights of the holders of any indebtedness of Owner secured by the Property and the terms of any documents evidencing the same, including but not limited to indebtedness in favor of Wells Fargo Bank National Association together with its successors and/or assigns, including, without limitation Fannie Mae.

This Memorandum incorporates by this reference all the terms and provisions of the Agreement as though fully set forth herein.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the Agreement, of which this is a memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Purchase Option Agreement as of the date first hereinabove written.

OWNER

RIP VAN WINKLE HOUSE LLC, a Delaware
limited liability company

By _____
Signature of authorized representative

NOTARIZED

STATE OF _____
COUNTY OF _____

By _____

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Purchase Option Agreement as of the date first hereinabove written.

OPTIONEE:

JAVELIN 2022, LLC, a Delaware limited liability company

By: _____
Matthew Finkle, Vice President

STATE OF NEW YORK

)
) ss:
)

On the ____ of March, 2022, before me, the undersigned, personally appeared Matthew Finkle, as Vice President of Javelin 2022, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Printed Name:
My Commission Expires:

EXHIBIT A- LEGAL DESCRIPTION

ASSIGNMENT OF OPTION AGREEMENT

This Assignment of Option Agreement (this “Agreement”) is entered into as of March 23, 2022 (the “Effective Date”) by and between Javelin 2022, LLC, a Delaware limited liability company (the “Venture”) and Related Affordable, LLC, a Delaware limited liability company (“RA”).

RECITALS

WHEREAS, the Venture is party to Purchase Option Agreement(s) with the counterpart(y)(ies) (the “Agreement Counterparty”) identified on Exhibit A attached hereto (the “Option Agreement”) as it relates to the project(s) identified on Exhibit A (each, a “Project”);

WHEREAS, Venture has agreed to assign the Option Agreement to RA.

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated into the Agreement.
2. Assignment and Assumption. As of the Effective Date, the Option Agreement is hereby assigned by the Venture to RA and RA agrees to assume the Option Agreement and to fulfill, perform and discharge all obligations and responsibilities of the Venture thereunder whether arising on the Effective Date or thereafter.
3. Entire Agreement. This Agreement and the other agreements referred to herein constitute all of the agreements among the parties relating to the matters set forth herein and supersede all other prior or concurrent oral or written letters, agreements or understandings with respect to the matters set forth herein.
4. Electronic Signatures; Counterparts. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the uniform commercial code (collectively, “Signature Law”), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under Signature Law due to the character or intended character of the writings. The signature page of any counterpart may be detached therefrom

without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

5. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

6. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

7. Construction. As used herein, the words “include,” “including,” and similar terms shall be construed as if followed by the phrase “without limitation.”

8. No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary.

9. Waiver of Jury Trial. To the extent permitted by applicable law, the parties hereto knowingly, voluntarily and irrevocably waive any right they may have to trial by jury in any action or proceeding among or between the parties hereto in connection with or arising out of this Agreement.

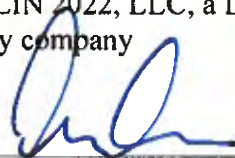
10. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of New York, without regard to principles of conflicts of law.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

VENTURE:

JAVELIN 2022, LLC, a Delaware limited liability company

By: 
Matthew Finkle, Vice President

RA:

RELATED AFFORDABLE, LLC, a Delaware limited liability company

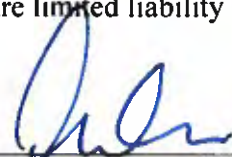
By: 
Matthew Finkle, President

EXHIBIT A

Counterparty	Property
Rip Van Winkle House LLC, a Delaware limited liability company	Rip Van Winkle

SECOND ASSIGNMENT OF OPTION AGREEMENT

This Second Assignment of Option Agreement (this "Agreement") is entered into as of October 11th, 2022 (the "Effective Date") by and between Related Affordable, LLC, a Delaware limited liability company ("RA") and RVW Preservation, L.P., a New York limited partnership (the "Partnership").

RECITALS

WHEREAS, Javelin 2022, LLC, a Delaware limited liability company (the "Javelin") is party to Purchase Option Agreement(s) with the counterpart(y)(ies) (the "Agreement Counterparty") identified on Exhibit A attached hereto (the "Option Agreement") as it relates to the project(s) identified on Exhibit A (each, a "Project");

WHEREAS, Javelin has assigned the Option Agreement to RA under the Assignment of Option Agreement dated as of March 23, 2022;

WHEREAS, RA has agreed to further assign the Option Agreement to the Partnership.

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated into the Agreement.
2. Assignment and Assumption. As of the Effective Date, the Option Agreement is hereby assigned by RA to the Partnership and the Partnership agrees to assume the Option Agreement and to fulfill, perform and discharge all obligations and responsibilities of RA thereunder whether arising on the Effective Date or thereafter.
3. Entire Agreement. This Agreement and the other agreements referred to herein constitute all of the agreements among the parties relating to the matters set forth herein and supersede all other prior or concurrent oral or written letters, agreements or understandings with respect to the matters set forth herein.
4. Electronic Signatures; Counterparts. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the uniform commercial code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or

indorsement of writings when required under Signature Law due to the character or intended character of the writings. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

5. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

6. Conflicts. In case of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Option Agreement, the terms and provisions of this Agreement shall control.

7. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

8. Construction. As used herein, the words "include," "including," and similar terms shall be construed as if followed by the phrase "without limitation."

9. No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary.

10. Waiver of Jury Trial. To the extent permitted by applicable law, the parties hereto knowingly, voluntarily and irrevocably waive any right they may have to trial by jury in any action or proceeding among or between the parties hereto in connection with or arising out of this Agreement.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of New York, without regard to principles of conflicts of law.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

RA:

RELATED AFFORDABLE, LLC, a Delaware limited liability company

DocuSigned by:
Matthew Finkle
By: 88E2886FC3D44F3
Matthew Finkle, President

PARTNERSHIP:

RVW PRESERVATION, L.P., a New York limited partnership

By: RVW Preservation GP, LLC, its general partner

DocuSigned by:
Matthew Finkle
By: 88E2886FC3D44F3
Matthew Finkle, Vice President

[Signature page to Second Option Assignment]

EXHIBIT A

Counterparty	Project Name
RIP VAN WINKLE HOUSE LLC, a Delaware limited liability company	Rip Van Winkle

Exhibit I.C.3 – Governmental Approvals

It is anticipated that, in addition to standard building permits, the project will require the following approvals in connection with the addition of an approximately 2,000 SQFT community room as well as certain façade/window repairs: Zoning Board of Appeals review/approval, Planning Board review/approval, and Poughkeepsie Design review/approval.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Rip Van Winkle Rehabilitation			
Project Location (describe, and attach a location map): 10 Rinaldi Boulevard, Poughkeepsie, NY 12601			
Brief Description of Proposed Action: The project is being submitted for a Section 8 HAP contract renewal with capital improvements. The 4.9-acre subject property is developed with the Rip Van Winkle Apartments multifamily residential community, which includes one (1) 18-story apartment building with 179 residential units. Constructed in 1968, additional site improvements include a playground, asphalt-paved parking areas, and associated landscaping. The subject property is accessed through three (3) entrances to the north, east, and south. Based on review of the proposed scope of work, extensive interior renovations and limited exterior renovations are planned, including but not limited to bathroom and kitchen renovations, ADA unit upgrades, new flooring and painting, window and entry door replacement, interior and exterior lighting upgrades, general signage upgrades, parking lot and concrete repairs, and landscaping. The project will not involve ground-disturbing activities.			
Name of Applicant or Sponsor: Related Affordable		Telephone: E-Mail: jglanda@related.com	
Address: 30 Hudson Yards			
City/PO: New York		State: NY	Zip Code: 10001
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.		NO ☒	YES ☐
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: HUD Section 8 HAP Contract renewal, HFA federal low-income housing tax credits, City of Poughkeepsie IDA tax-exempt bonds		NO ☐	YES ☒
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		4.9 acres 0.12 acres 4.9 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☒ Aquatic ☒ Other(Specify): Railway ☒ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
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?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
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?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
The proposed action will meet state energy code requirements for all replacements as required by the building permit obtained from the City of Poughkeepsie.	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____			
The subject property is already connected to the public water supply.	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____			
The subject property is already connected to existing wastewater utilities.	☐	☒	
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?	NO	YES	
	☐	☒	
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?	☐	☒	
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?	NO	YES	
	☐	☒	
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		
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? Atlantic Sturgeon, Peregrin...	NO	YES
	☐	☒
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
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:	NO	YES
	☐	☒
	☐	☒
Existing stormwater management for the property will continue as usual via established conveyance systems.		
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:	NO	YES
	☒	☐
49. 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:	NO	YES
	☒	☐
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:	NO	YES
	☐	☒
Six adjoining sites to the north are identified with NY Spills listings. Based on regulatory status and/or lack of documented release, the listings do not represent a significant environmental concern.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sp Signature: _____ DocuSigned by: C93D0577FF8A402... son, VP of the GP of RVW Preservation, L.P. (Applicant) _____ Date: 3/3/23 Title: Vice President _____		

EAF Mapper Summary Report

Tuesday, February 28, 2023 12:46 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Atlantic Sturgeon, Peregrine Falcon, Shortnose Sturgeon
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

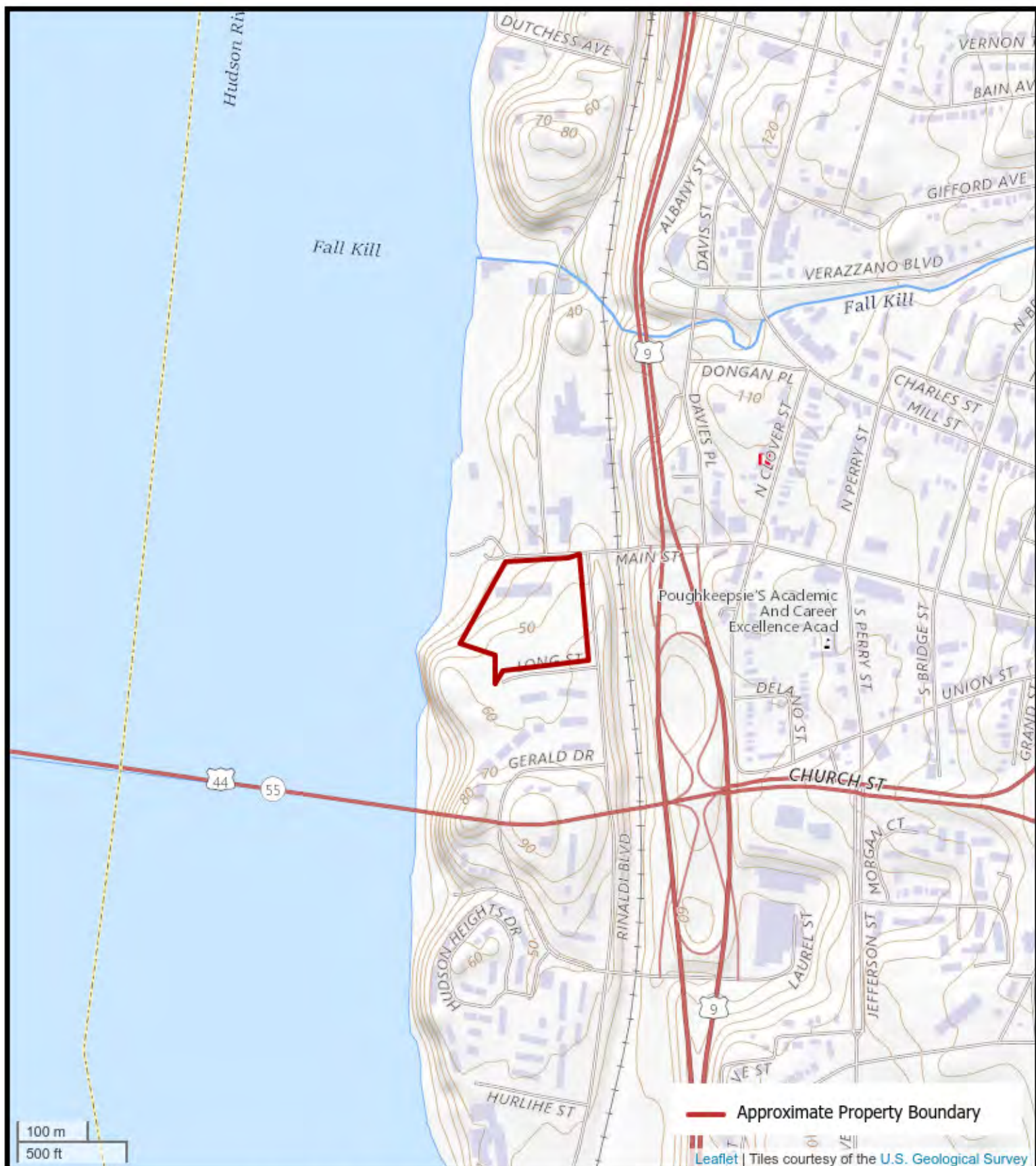


FIGURE 1: TOPOGRAPHIC MAP

10 Rinaldi Boulevard, Poughkeepsie, New York 12601

AEI Project Number: 452212

AEI
Consultants



FIGURE 2: SITE MAP

10 Rinaldi Boulevard, Poughkeepsie, New York 12601

AEI Project Number: 452212

AEI
Consultants

Rip Van Winkle - Poughkeepsie, NY			
Proposed Scope/Budget March 10, 2022			
Item	Quantity	Unit Cost	Sub-Total
Bathrooms			
Lighting upgrade	179	150.00	26,850.00
Tub/surround/valve	179	3,000.00	537,000.00
Vanity w/single lever faucet	179	650.00	116,350.00
Medicine Cabinet	179	100.00	17,900.00
Toilet Accessories	179	125.00	22,375.00
Toilet Replacement	179	500.00	89,500.00
New GFI Outlet	179	125.00	22,375.00
Kitchens			
Cabinet Replacement	179	4,300.00	769,700.00
Counters	179	1,200.00	214,800.00
Refrigerators-EnergyStar	179	750.00	134,250.00
Stoves	179	600.00	107,400.00
Grease Guards	179	30.00	5,370.00
Range Hood/Range Queens	179	175.00	31,325.00
Lighting Replacement	179	150.00	26,850.00
New GFI Outlet	179	125.00	22,375.00
Sinks-stainless steel sink	179	250.00	44,750.00
Faucets-single lever	179	200.00	35,800.00
Lighting Replacement	179	150.00	26,850.00
General Interior (BR/LR/DR)			
ADA Unit upgrades	9	50,000.00	450,000.00
Unit Lighting	179	400.00	71,600.00
Interior Doors	179	1,400.00	250,600.00
Flooring - LVT	179	6,000.00	1,074,000.00
Unit Painting	179	2,000.00	358,000.00
Wall Patching	179	1,000.00	179,000.00
ACM Abatement	179	3,000.00	537,000.00
Stair Rail Repair	179	600.00	107,400.00
Common Areas			
Wi-Fi	Lump Sum	250,000.00	250,000.00
Flooring	Lump Sum	1,000,000.00	1,000,000.00
Painting	Lump Sum	500,000.00	500,000.00
Office/Laundry/Mail/Community Rm	Lump Sum	600,000.00	600,000.00
Hallway Flooring and Painting	9	25,000.00	225,000.00
Building Exterior			
Window replacement	1,700	1,000.00	1,700,000.00
Entry Door Replacement	Lump Sum	60,000.00	60,000.00
Façade	56,882	15.00	853,230.00
Site Improvements			
Exterior Lighting	Allowance		75,000.00
Parking Lot-Repair Fill Pot Holes - Top Coat	Allowance		100,000.00
Concrete-repair damaged walks and curbs; add ramps	Allowance		60,000.00
Playground	Allowance		125,000.00
Accessible Paths	Allowance		75,000.00
Landscaping	Allowance		150,000.00
General Signage Upgrade	Allowance		50,000.00
TOTAL	179	62,025.98	11,102,650.00
Cost Breakdown		Per Unit (179)	
Units		29,493.97	5,279,420.00
Common Areas		14,385.47	2,575,000.00
Site Improvements		3,547.49	635,000.00
Building Envelope		14,599.05	2,613,230.00
Full Rehabilitation Budget			
Hard Costs			11,102,650.00
General Conditions (6%)			666,159.00
Overhead (6%)			666,159.00
Profit (2%)			222,053.00
Total			12,657,021.00

MAP REFERENCE

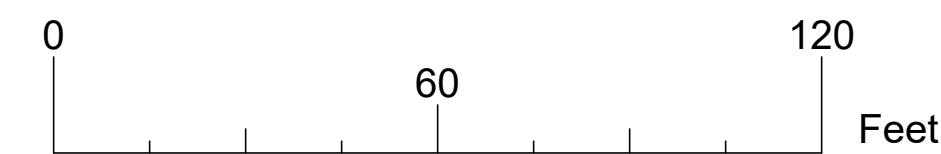
1. A MAP ENTITLED "10 RINALDI BLVD, ALTA/NSPS SURVEY PREPARED FOR RIP VAN WINKLE HOUSE, LLC" PREPARED BY BRENDAN JOHNSON, P.L.S DATED DECEMBER 16, 2022

SCHEDULE B EXCEPTIONS

- 5 - UTILITY EASMENTS - LIBER 1316, PAGE 657 - AS SHOWN HEREIN

FLOOD ZONE

SUBJECT PARCEL IS LOCATED IN ZONE "X" UNSHADED. AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS PER FLOOD INSURANCE RATE MAP: NO.36027C0354E EFFECTIVE DATE: MAY 2, 2012

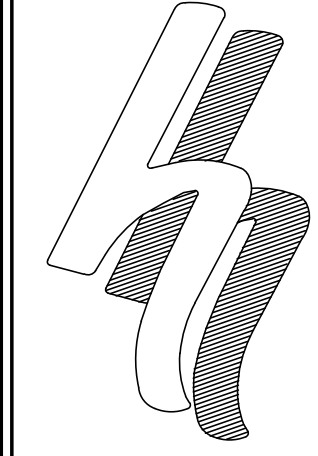


VICINITY MAP

MAP NOT TO SCALE

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9. BEARINGS AND NORTH SHOWN HEREON ARE REFERENCED TO NAD 83-NY EAST USING NYSNET RTN GPS.
10. CONTOUR INTERVAL IS TWO FOOT. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD 88 USING NYSNET RNT GPS.



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Consulting Engineers
and Land Surveyors

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Albany, New York 12203

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DATE	
REMARKS	
REVISIONS	

EXISTING CONDITIONS PLAN
RIP VAN WINKLE APARTMENTS
10 RINALDI BOULEVARD
CITY OF Poughkeepsie, DUTCHESS COUNTY, NEW YORK STATE

230038-1.DWG

DATE: 2/2/23

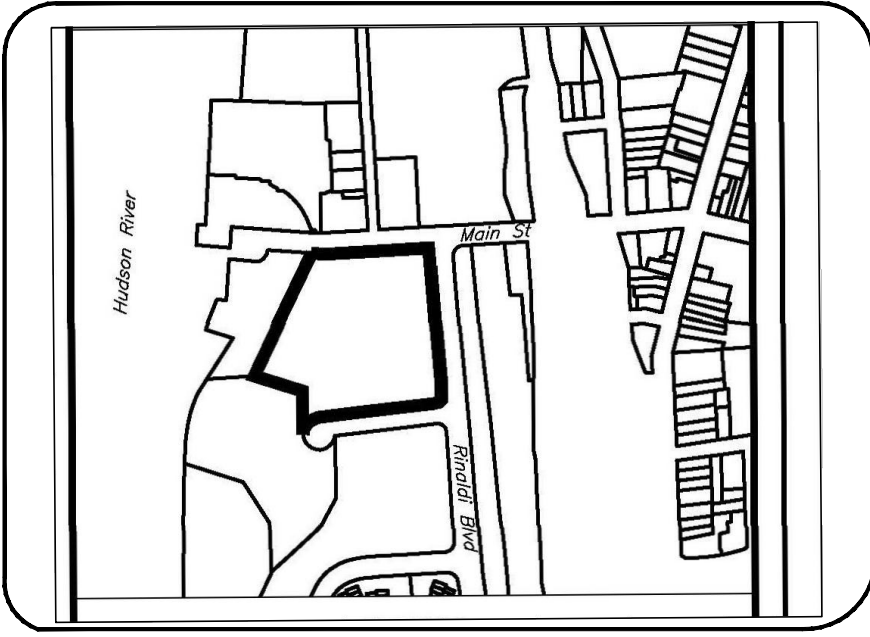
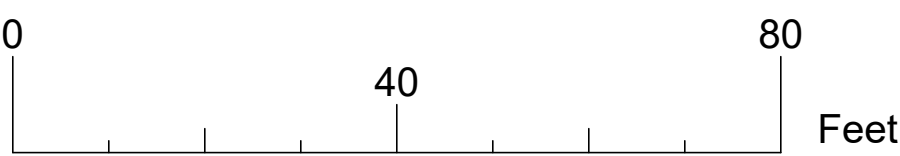
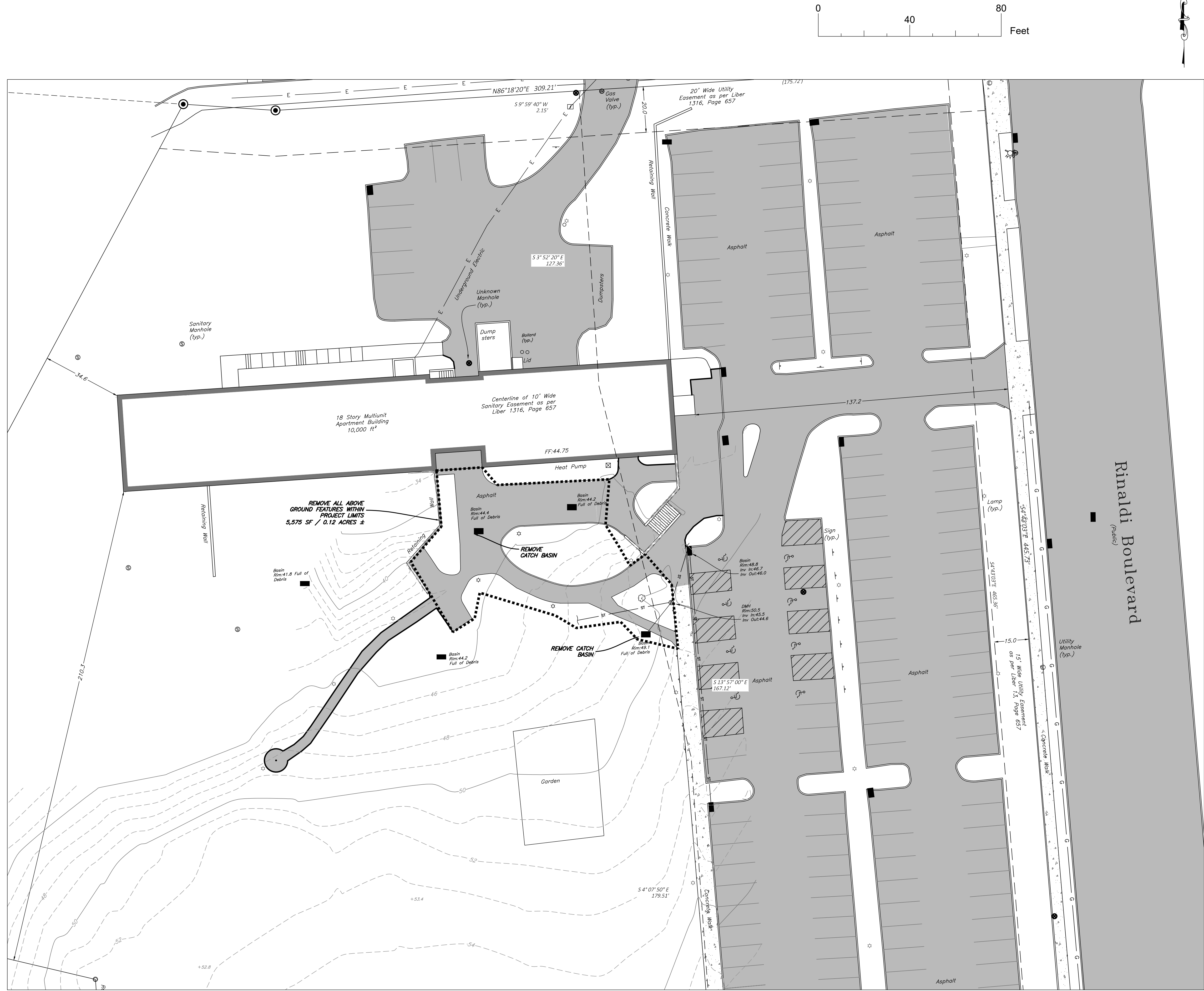
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BY: ND

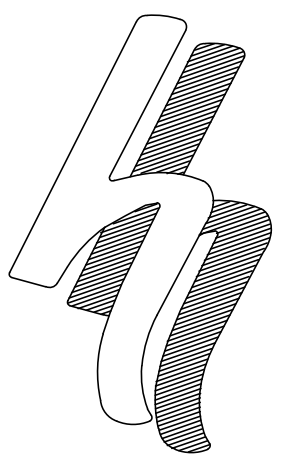
SCALE: 1"=20'

FILE: 230038

C1



VICINITY MAP
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DATE	REMARKS	REVISIONS

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RIP VAN WINKLE APARTMENTS
10 RINALDI BOULEVARD
CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK STATE
FILE: 230038
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DATE: 2/21/23
CHK: DRH
BY: NO
230038-1.DWG



WATERFRONT TRANSIT ORIENTED DEVELOPMENT (WTOPD) DISTRICT

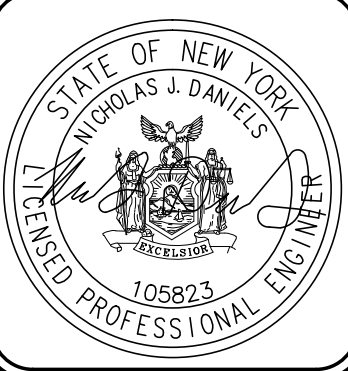
SUBJECT PARCEL IS LOCATED WITHIN THE WATERFRONT
TRANSIT ORIENTED DEVELOPMENT DISTRICT AS PER MAP
ENTITLED "CITY OF POUGHKEEPSIE ZONING DISTRICTS"
PREPARED BY CITY OF POUGHKEEPSIE PLANNING
DEPARTMENT.
ISSUED NOVEMBER 29, 2019

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*Consulting Engineers
and Land Surveyors*

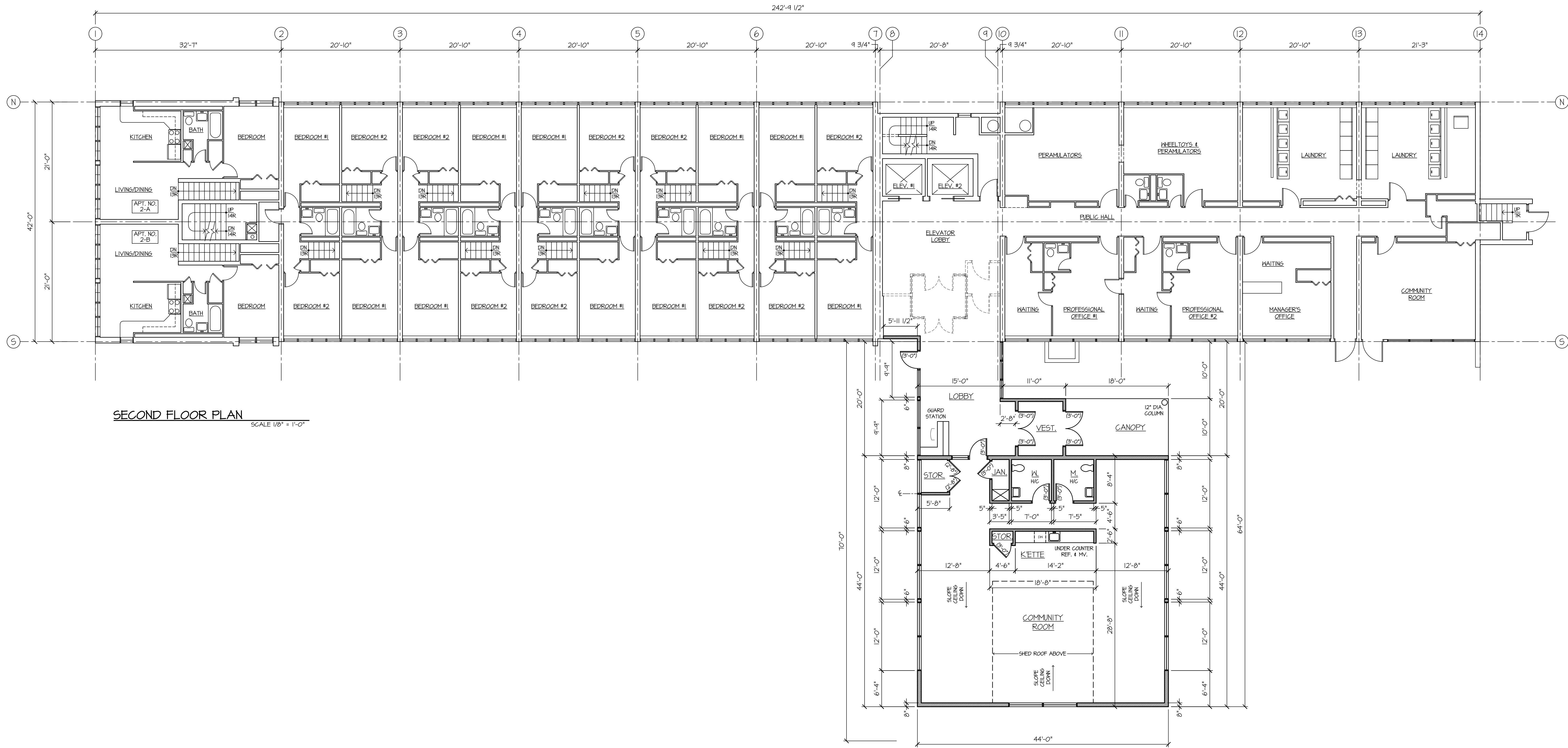
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Albany, New York 12203

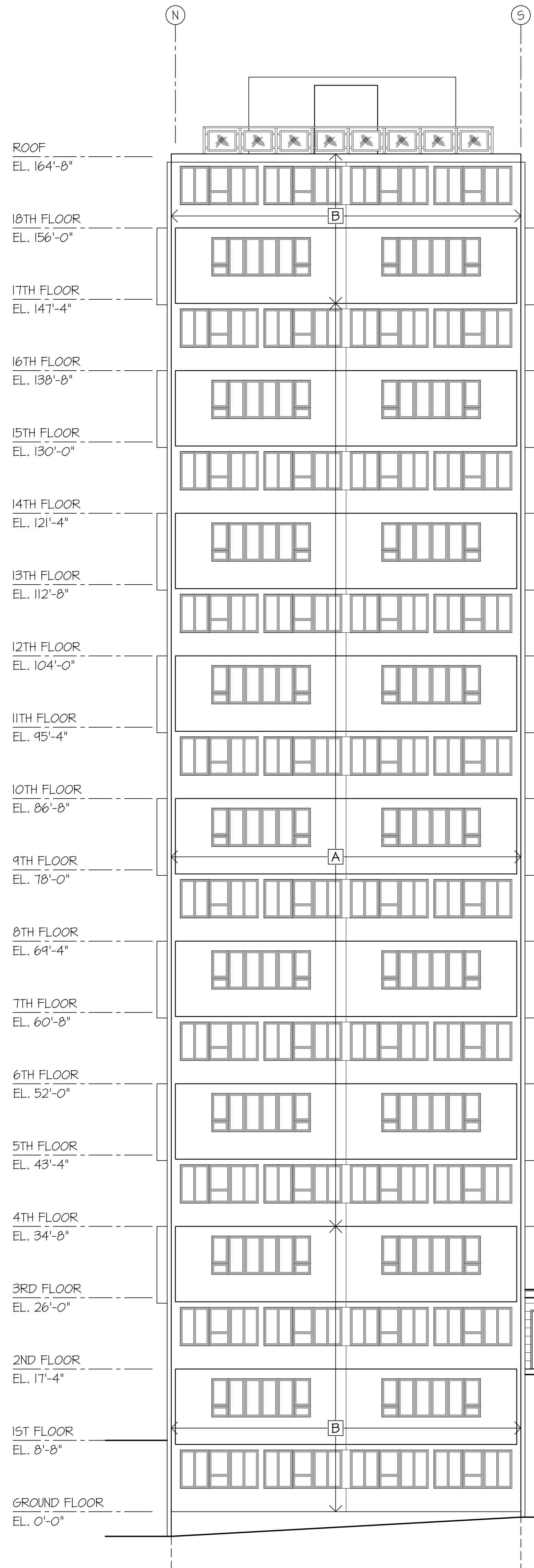
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REVISIONS		DATE
	REMARKS	

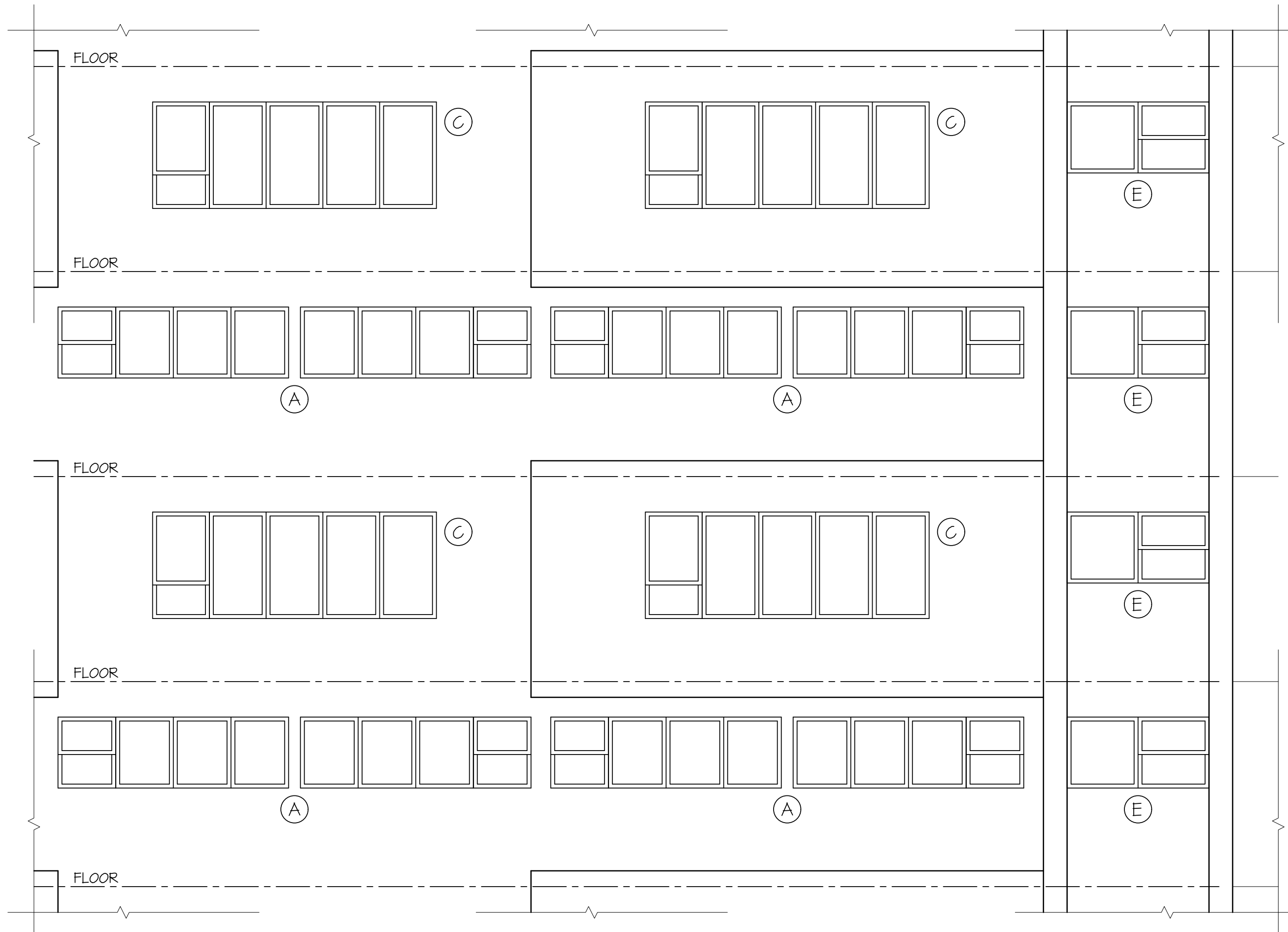
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RIP VAN WINKLE APARTMENTS
10 RINALDI BOULEVARD
CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK STATE
2302038 - DWG





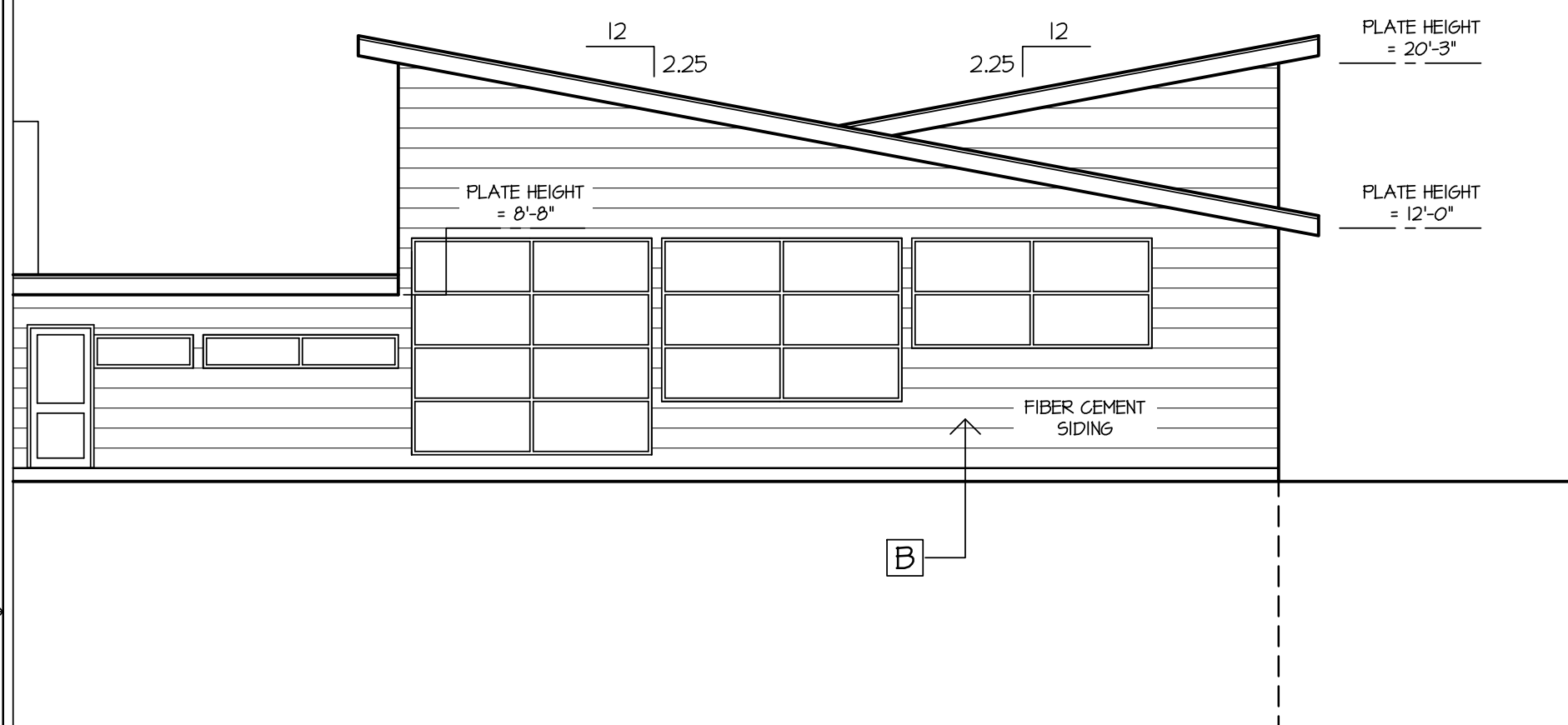
WEST ELEVATION

SCALE 1/8" = 1'-0"



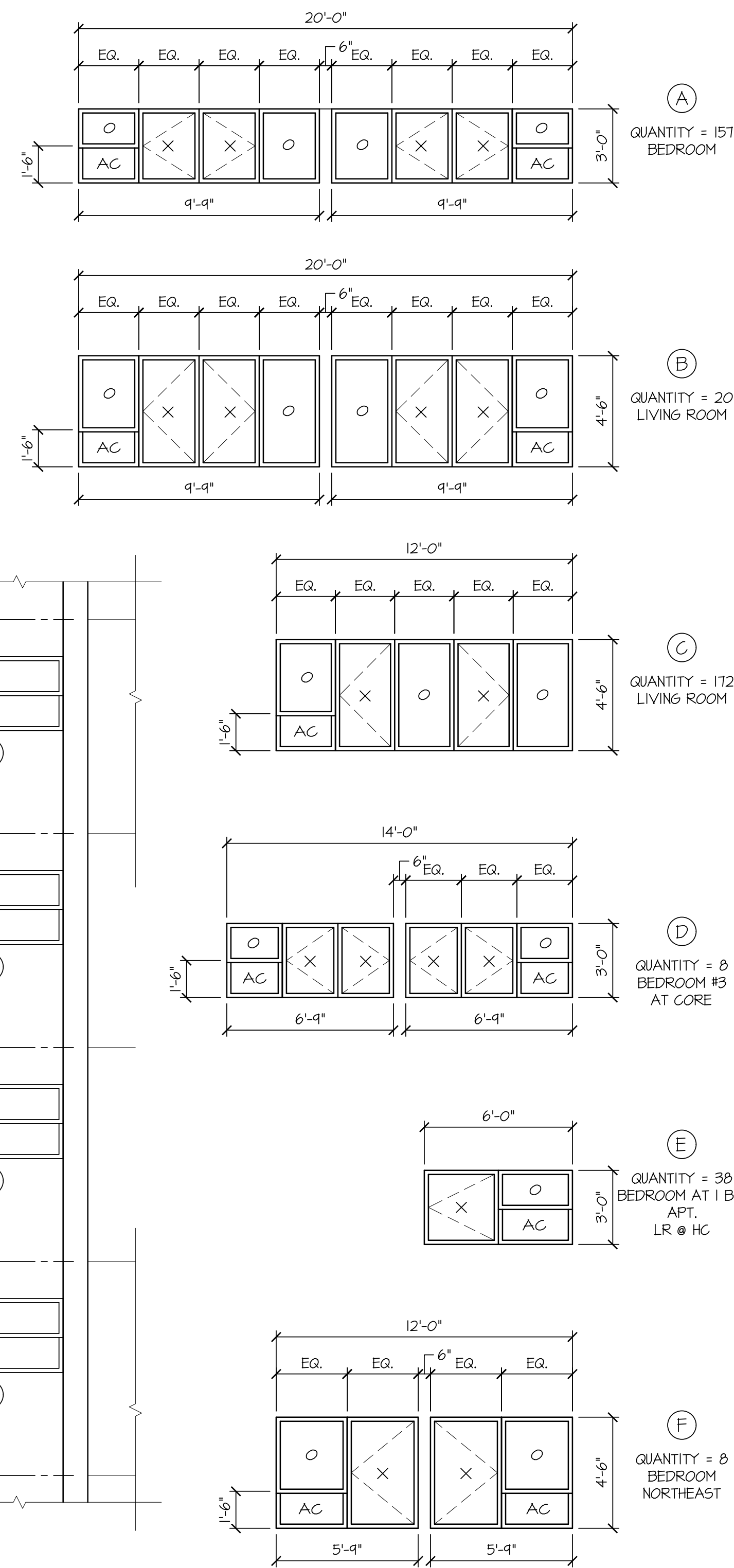
PARTIAL ELEVATION

SCALE 1/4" = 1'-0"



- NOTE:
- EXISTING EXTERIOR IS PAINTED PRECAST CONCRETE UNLESS OTHERWISE NOTED.
 - PAINT ALL EXTERIOR SURFACES AS INDICATED.

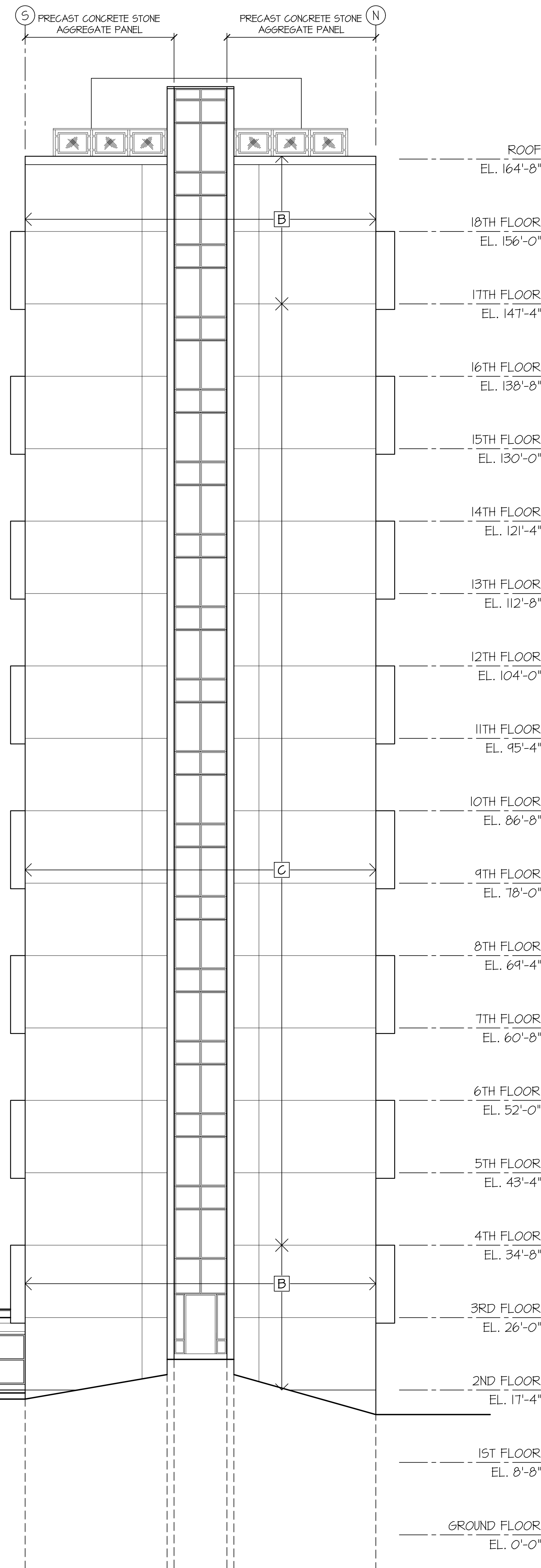
- [A] WARM WHITE
[B] MEDIUM WARM GRAY
[C] DARK GRAY



REPLACEMENT WINDOWS

SCALE 1/4" = 1'-0"

INTUS WINDOW CO.
U = .029, DP 10
LOW E GLASS
BLACK POLYMER FRAMES



EAST ELEVATION

SCALE 1/8" = 1'-0"

REHABILITATION & ADDITION
RIP VAN WINKLE HOMES
10 RIVALDI BOULEVARD
POGHKEEPSIE, N.Y. 12601

WEST & EAST ELEVATIONS

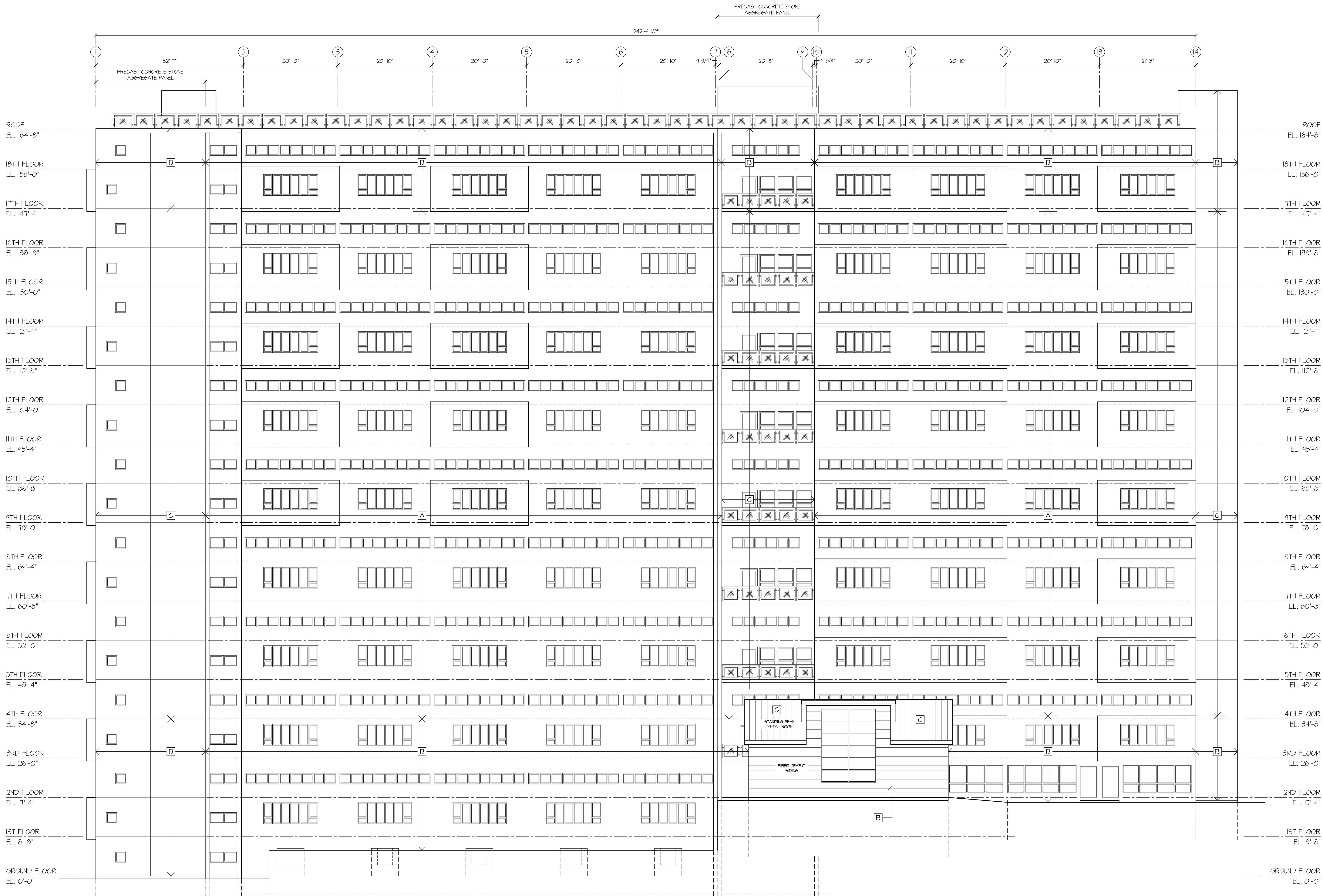
by DRL scale A.N.
ckd. rvsd.
app. issue
no. 22-1008 date 2/23/23

SD 2

KURZON

ARCHITECTS

90 STATE STREET ALBANY, N.Y. 12207
518-463-3492 FAX 518-465-8902



NOTE:
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UNLESS OTHERWISE NOTED.
2. PAINT ALL EXTERIOR SURFACES AS INDICATED.

- A** WARM WHITE
B MEDIUM WARM GRAY
C DARK GRAY

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

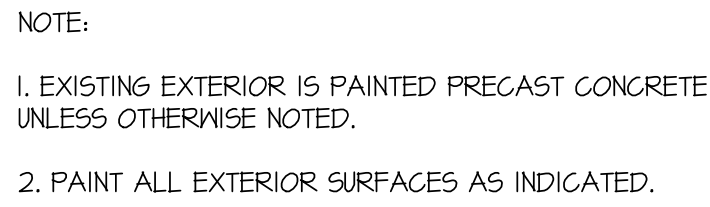
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REHABILITATION & ADDITION
RIP VAN WINKLE HOMES
10 RIVARD BOULEVARD
POGHKEEPSIE, N.Y. 12601

SOUTH ELEVATION

by	DRL	scale	A.N.
ckd.		rvsd.	
app.		issue	
no.	22-1008	date	2/23/23

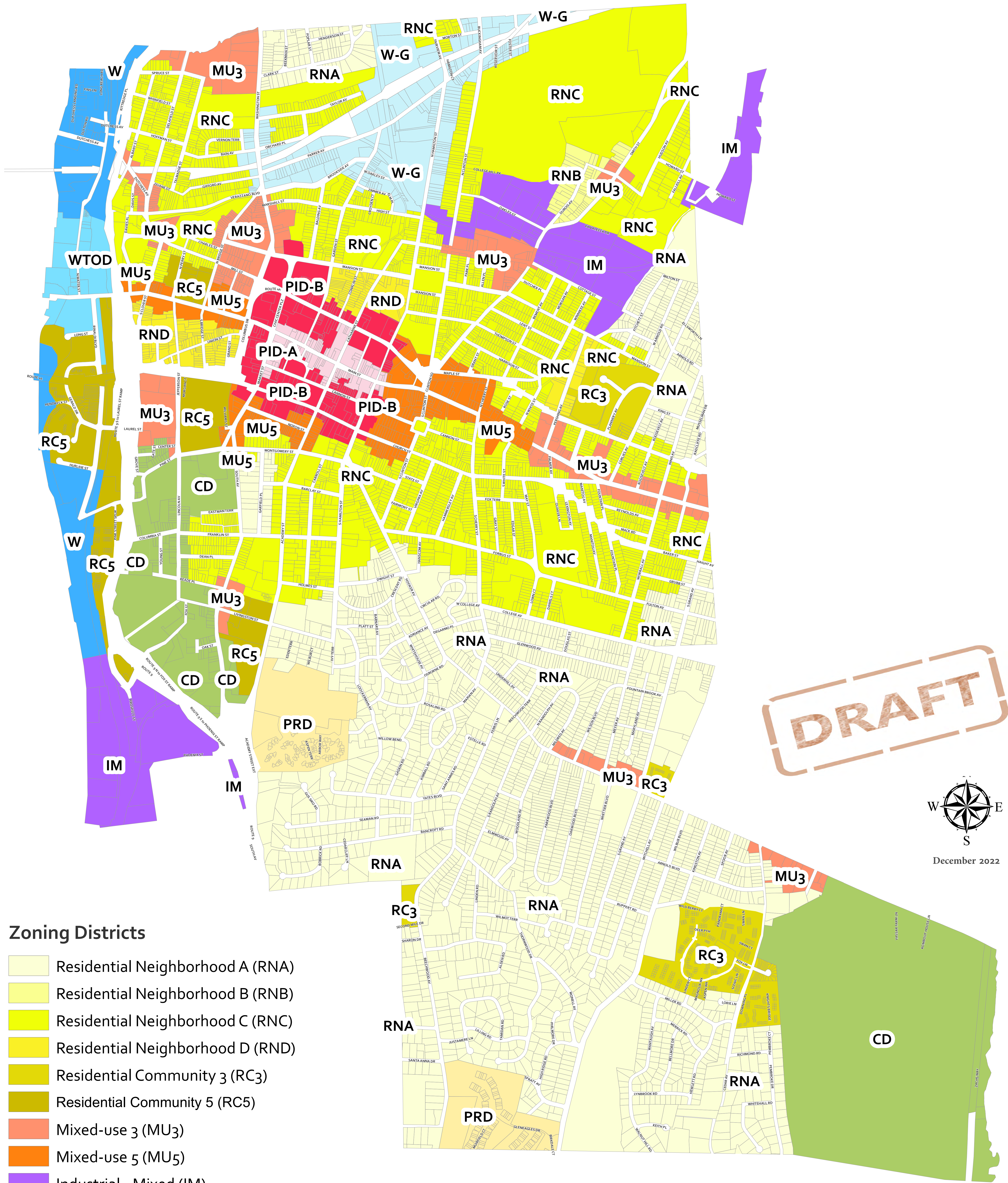
SD 3



A WARM WHITE

B MEDIUM WARM GRAY

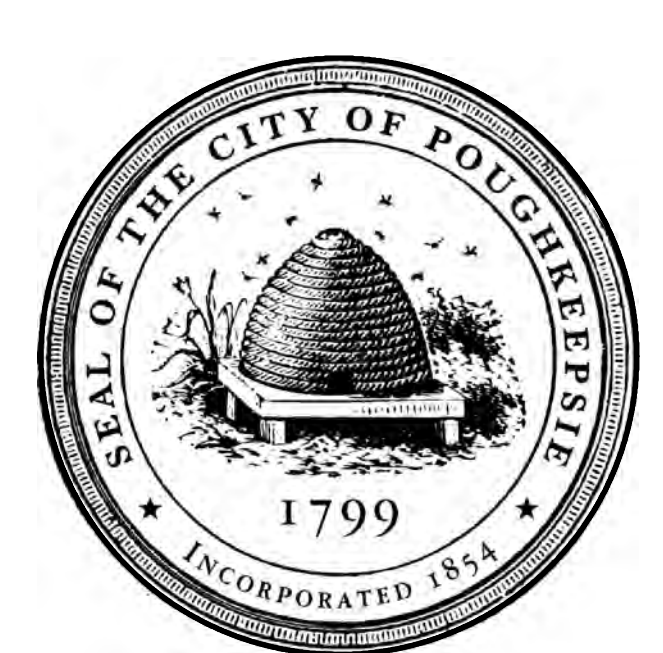
C DARK GRAY



DRAFT



- Zoning Districts**
- Residential Neighborhood A (RNA)
 - Residential Neighborhood B (RNB)
 - Residential Neighborhood C (RNC)
 - Residential Neighborhood D (RND)
 - Residential Community 3 (RC₃)
 - Residential Community 5 (RC₅)
 - Mixed-use 3 (MU₃)
 - Mixed-use 5 (MU₅)
 - Industrial - Mixed (IM)
 - Poughkeepsie Innovation District A (PID-A)
 - Poughkeepsie Innovation District B (PID-B)
 - Walkway-Gateway District (W-G)
 - Planned Residential Development District (PRD)
 - Waterfront (W)
 - Waterfront TOD (WTOD)
 - Campus Development (CD)



Zoning Map

City of Poughkeepsie

Chapter 19. Zoning and Land Use Regulations

Article III. District Regulations and Map

Section 19-3.36. Waterfront Transit-Oriented Development District (WTOD).

[Added by L.L. No. 4-2014, 11-17-2014, § 1]

- (1) *Purpose of district.* The purpose of the WTOD District is to encourage a pedestrian-friendly, urban mix of public, recreational, residential, and compatible commercial uses within walking distance of waterfront parks, the Walkway Over the Hudson elevator, and the Railroad Station. This mixed-use district is designed to promote public access to the waterfront along a continuous Greenway park and walkway system and to create a regionally connected destination center around the Railroad Station with direct links up Main Street to the City Center.

The waterfront is one of the City's greatest assets and represents exceptional opportunities for balancing high value development with public access to riverfront recreational and entertainment activities. The standards in this section are designed to achieve the following additional objectives:

- (a) To encourage a mix of water-dependent and water-enhanced recreational, public, residential, and compatible commercial uses, which complement each other and take advantage of this unique location along the Hudson River and around the Railroad Station.
- (b) To support the most desirable and appropriate use of land and building development based upon consideration of land characteristics and other environmental features, adjacent neighborhoods, and overall community needs, while also protecting historic buildings, enhancing the value of land and buildings, and increasing the tax revenue base.
- (c) To enhance public access to the river and ensure that development and land or water use activities occur in harmony with the parkland and ecological systems that exist along the Hudson River.
- (d) To promote new mixed-use development at levels sufficient to encourage an active waterfront walking district, bicycling, car-sharing, and other transportation alternatives, and public transit use for residents and visitors.
- (e) To create a more complete and diverse neighborhood with a balanced mix of housing types and incomes.
- (f) To ensure that development of the waterfront is consistent with the City's Local Waterfront Revitalization Program as described in Chapter 18 1/2 of the City of Poughkeepsie Code, the City's Comprehensive Plan, and Greenway Connections, the Hudson River Valley Greenway Compact.

In case of any conflict between these additional standards and other provisions in this Zoning Code, this section shall take precedence.

- (2) *Development standards for the WTOD District.* Development should implement the principles and overall Illustrative Plans in the 2014 Poughkeepsie Waterfront Redevelopment Strategy, although the uses and forms of individual buildings may vary. Adoption of this plan by the Common Council is intended to streamline the development review process for proposals deemed consistent with the Waterfront Redevelopment Strategy.

- (a) Permitted uses in the WTOD District, as defined in Figure 3^[1] and the City of Poughkeepsie Zoning District Map, as amended.
 - 1. Permitted uses and uses subject to a special use permit or site plan review are included in Table A, Principal Use Table, at the end of this section.^[2]
[2] *Editor's Note: Table A is included as an attachment to this chapter.*
 - 2. Permitted accessory uses shall include off-street parking, fully enclosed storage, signs subject to Section 19.4.9, and other subordinate uses customarily associated with any permitted use.
 - 3. Full development of non-park parcels within 1/2 mile of the Railroad Station is encouraged. Multiple uses are permitted on a lot and a vertical mix of uses in a building, such as housing above retail, is preferred.
 - 4. In order to promote a mix of uses, activate sidewalks near the waterfront, and promote transit-oriented development near the Railroad Station, any ground floor use facing a public street in buildings fronting N. Water Street west and south of the existing parking structure and buildings fronting Main Street east of the Water Street intersection shall be limited to permitted retail, restaurant, bar, hotel, personal service, public, or cultural uses.
 - 5. To ensure that partial development of a parcel will not preclude future development consistent with the purposes of the WTOD District, the Planning Board may require the applicant to prepare a conceptual plan for the entire parcel when

applying to develop or subdivide a portion of a larger parcel.

[1] *Editor's Note: Figure 3 is included as an attachment to this chapter.*

(b) Dimensional standards for the WTOD District.

1. All new construction or changes in existing structures shall be subject to the permitted building heights, setbacks, and other dimensional standards listed in the Regulating Plan, Blocks A through G (see Figures 4.1 through 4.8).^[3]
[3] *Editor's Note: Figures 4.1 through 4.8 are included as an attachment to this chapter.*
2. Building height shall be measured in number of stories fronting on a public street, park, or plaza, excluding attics and basements. Stories shall not exceed 14 feet in height, except for a ground floor commercial, public, or cultural function, which may be up to 20 feet in height.
3. Chimneys, vent pipes, mechanical systems, elevator shafts, antennas, roof decks or gardens, greenhouses, solar collectors, and other rooftop accessory structures may project up to 15 feet above the maximum height. With the exception of roof decks or gardens and solar collectors, such projections shall occupy no more than 20% of the roof area and must be set back at least 15 feet from the front edge of the roof or otherwise be screened from public views.
4. Buildings with varied heights, rooflines, roof gardens, and roof terraces are encouraged. The Planning Board may approve a corner or central tower one story above the permitted height, subject to a special use permit, if it meets the following conditions:
 - a. Occupies no more than 20% of the total roof area;
 - b. Does not obstruct a public view identified in the Local Waterfront Revitalization Program;
 - c. Contributes to a more architecturally varied building and block; and
 - d. Provides access to a roof garden or terrace for all building residents or the public.

(c) Streetscape standards for the WTOD District.

1. Street dimensions and designs for Water Street south of the Fall Kill Creek and Rinaldi Boulevard north of Gerald Drive shall be consistent with the illustrative sections in Figures 5.1 through 5.4.^[4]
[4] *Editor's Note: Figures 5.1 through 5.4 are included as an attachment to this chapter.*
2. Street trees are an essential element of the streetscape and shall be located adjacent to the curbline on average 30 to 40 feet apart, depending on driveways and utilities. Tree wells and tree lawns shall be designed to complement the stormwater drainage system and shall be at least four feet wide by six feet long to maintain healthy trees. The Planning Board may require lot owners or commercial businesses to provide and maintain (or replace if damaged or dead) street trees, planters, or other landscaping improvements as part of site plan approval.
3. Sidewalks shall be required on both sides of the street and continue across driveways, with an unobstructed space for pedestrian activity at least five feet wide along residential frontages and at least eight feet wide along commercial frontages, whenever possible.
4. On-street parking is encouraged, wherever possible, to provide convenient public parking for nearby parkland and commercial uses, to reduce the need for off-street surface lots and structures, to calm vehicle speeds, and to protect pedestrians from vehicular traffic.
5. Art installations, pocket parks, benches and sitting spaces, and seasonal dining areas with movable tables, chairs, umbrellas, and low planters or partitions are encouraged on or adjacent to the sidewalk and may be approved by the Planning Board if there is sufficient unobstructed space for pedestrian through traffic.
6. The Planning Board may require the placement of a transit shelter and/or bicycle rack on or adjacent to sidewalks as part of site plan approval.
7. All sidewalk furnishings, including light fixtures, trash receptacles, benches, bike racks, planters, and ornamental fencing (up to four feet high) shall be coordinated throughout the district by the Planning Board as part of the site plan review process, using similar or compatible colors and consistent types of light fixtures, benches, and trash receptacles. Vinyl, plastic, or chain-link fencing shall be prohibited.

(d) Site standards for the WTOD District.

1. Concrete or paver walkways at least five feet wide shall link all primary building entrances and public parking areas to the adjacent municipal sidewalk system.
2. Any setback areas not devoted to structures, driveways, walkways, and sidewalks shall be planted and/or landscaped, including a combination of street trees, shade trees, and ornamental plantings.
3. Land shall be developed in such a way as to enhance overall public views toward the Hudson River and provide new river view opportunities from buildings. Site layout and design shall consider public view corridors or locations identified in the Local Waterfront Revitalization Program's Map 9 and shall also consider the important views of the City from the Hudson River.
4. Sites and buildings shall meet A.D.A. requirements and shall apply universal design principles, whenever possible, to enable those with mobility impairments unrestricted access.

5. Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear parking lots may be a maximum of 20 feet high. Lighting shall be energy efficient, have full-spectrum color quality, and shall use full cutoff fixtures to prevent any light above the horizontal level into the night sky. Exceptions to these lighting standards may be made for short-term event lighting, holiday lighting, or other decorative bulbs under 900 lumens.
6. The following accessory uses are discouraged on the riverfront side of parcels directly adjacent to the waterfront or along public streets: truck docks; service drives; parking lots; storage; electrical or mechanical equipment; private trash or garbage containers or other building maintenance facilities; ventilator exhausts; or freestanding commercial signs. If such uses are permitted by the Planning Board as part of site plan review, uses shall be completely screened with plantings, architecturally treated walls and other appropriate means.
7. All new or replaced utilities shall be underground.
8. Because of the compact, mixed-use character of the district, the Planning Board has the authority to set restrictions on permitted uses that may involve hazardous materials, excessive noise, vibrations, smoke, odors, or other forms of pollution, and to limit late night hours of operation for businesses.
9. Ecological and sustainable site and building design practices are encouraged, including such techniques as:
 - a. Adaptively reusing buildings or building materials, whenever possible.
 - b. Incorporating green infrastructure techniques for stormwater management and providing shared, multiparcel drainage and parking solutions (see the New York State Stormwater Management Design Manual and Greenway Guide E8, Green Infrastructure).
 - c. Integrating eco-roofs/green roofs or similar permeable building roofing systems.
 - d. Capturing rainwater for irrigation or other uses.
 - e. Incorporating the use of pervious paving systems in areas intended for pedestrian or vehicular use.

(e) Building standards for the WTOD District.

1. Orientation and entrances.
 - a. Buildings shall be oriented to frame the street and encourage a lively walking district with buildings and multiple storefront entrances directly along the sidewalk, more detailed architectural elements on the first floor, and pedestrian-scale lighting and signs. A maximum distance of 60 feet between individual store entrances is encouraged.
 - b. The main pedestrian entrances shall be designed to face the primary frontage. Where rear parking is provided, a rear entrance may be permitted, but shall be clearly secondary to the main entrance along the street or park sidewalk frontage.
2. Frontage types for the WTOD District. The following frontage types are permitted (see Figure 6^[5]):
 - a. Shop front. The building is located at or very close to the front property line with the entrance at sidewalk grade. This type is conventional for retail use, with a high percentage of display windows on the first floor, a prominent entrance, typically with a recessed doorway, and often with an awning.
 - b. Arcade. An attached colonnade extends the building over the sidewalk on the first floor, which can be covered by upper stories. Arcades shall be no less than eight feet deep and 10 feet high.
 - c. Forecourt. A semipublic exterior space with the back and sides surrounded by a building and the front open to the street forms a court, which is suitable for landscaping, gathering space, or outdoor dining.
 - d. Stoop. The entry porch and ground floor are elevated by stairs from the sidewalk, allowing privacy for first floor residential use even when placed close to the frontage line. Stoops shall be raised at least 18 inches and may be up to 36 inches above the finished grade.
 - e. Porch. The building is set back from the frontage line with an open porch allowed to encroach into the planted front yard. Porches shall be no less than eight feet deep.

^[5] *Editor's Note: Figure 6 is included as an attachment to this chapter.*
3. Building architecture.
 - a. Architectural features and windows shall be continued on all sides of the building to avoid blank exterior walls, unless the wall is not visible from a public street, parkland, or parking area.
 - b. Buildings fronting on more than one street shall provide a consistent quality of similar materials appropriate for a principal facade.
 - c. Buildings shall have cornice or top-floor edge features and first-floor architectural articulation, such as storefronts with a secondary cornice or an architecturally emphasized entrance doorway, to accent a facade pattern that differentiates between the base, middle, and top (see Figure 1).



Figure 1: Use projecting cornice features and more detailed architectural elements on the first floor to create architectural variety on building facades.

- d. Building elements that add architectural interest, such as balconies, bay windows, and cornices, may encroach up to four feet into the front setback or beyond the front lot line, if the bottom of the encroaching building element is at least 12 feet above grade.
- e. Buildings shall have at least a two-foot break in depth along all street facades and roof lines for every 50 feet of continuous facade. Such breaks may be met through the use of bay windows, porches, porticos, building extensions, towers, recessed doorways, and other architectural treatments and need not run the entire height of the building (see Figure 2).

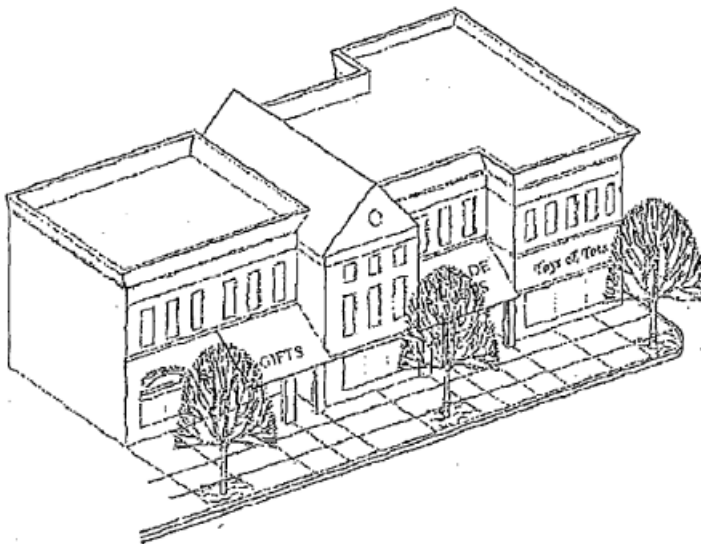


Figure 2: Break up facades through the use of bay windows, porches, porticos, building extensions, towers, recessed doorways, and other architectural treatments.

- f. Any new building, addition, or alteration should be finished with materials that fit in with the existing historic buildings in the area (see a selection of historic buildings in Figure 7^[6]). Recommended materials include brick, natural stone, wood siding and trim, shingles, slate, stucco, and smooth fiber-cement siding and trim. Vinyl, aluminum, or sheet metal siding, exposed concrete blocks or walls, plywood or unpainted lumber, all-glass facades, and synthetic stone, brick, or stucco are not permitted.

^[6] *Editor's Note: Figure 7 is included as an attachment to this chapter.*

- g. Structural metal, glass, or canvas-type canopies, canvas-type awnings, and projecting signs may encroach up to six feet into the front setback or over a sidewalk above seven feet. Vinyl, aluminum, or backlit awnings or canopies and exterior roll-down security gates shall not be permitted.
- h. Street level commercial facades shall have a minimum of 70% window coverage and transparent door area between two and 10 feet above the sidewalk, with views provided into the business. All other facades visible from a public street or parkland shall have a minimum of 30% window coverage.
- i. Windows shall be transparent (not mirrored or visibly tinted) and primary individual window proportions shall be greater in height than in width, although the Planning Board may allow exceptions for storefront, transom, and specialty windows.

- (f) Parking standards for the WTOD District. Because of the regional transit connections provided by the Railroad Station, frequent bus service to the City Center, and the intention to create a pedestrian- and bicycle-friendly waterfront district where

it is convenient to arrive by transit or park once and walk around, parking requirements are reduced and shared parking arrangements away from the riverfront are encouraged.

1. The following off-street parking standards shall be considered both minimum and maximum numbers, unless a professional parking analysis of the proposed use and the surrounding area demonstrates to the Planning Board's satisfaction that a different amount of parking is appropriate for the use and location:
 - a. Residential dwelling: 0.5 space per unit.
 - b. General retail: one space per 400 square feet of gross floor space.
 - c. Personal service business: one space per 350 square feet of gross floor space.
 - d. Restaurant or cafe: one space per 250 square feet of gross floor space.
 - e. Office: one space per 350 square feet of gross floor space.
 - f. Hotel or other lodging: 0.75 space per guest bedroom.
 - g. Other uses: as set by the Planning Board.
2. As part of an analysis to support a reduction in the amount of required parking, the Planning Board may consider if the peak hour activities of the use are such that parking is available to the public in the parking structures or lots surrounding the Railroad Station or at nearby on-street parking.
3. To reduce area automobile traffic and parking needs, new development as part of site plan review shall include techniques to support alternative means of transportation, consistent with the City of Poughkeepsie's best practices in transportation demand management.
4. Surface parking lots and garage doors for residential uses shall be located toward the rear of the lot, behind buildings whenever possible, and screened from public street views.
5. Shared parking arrangements are encouraged (see Section **19-4.3**). The Planning Board may require shared driveways and/or interconnected parking lots to facilitate fewer curb cuts.
6. Loading shall be arranged in non-peak hours, whenever possible, to avoid the need for separate loading facilities.
7. Parking structures shall be designed in conformance with the following standards:
 - a. The river or park facade and any facade visible from a public street shall be finished with quality materials and given attractive architectural and landscaping treatments.
 - b. Vehicular access to the structure shall have minimal impact on pedestrian circulation.
 - c. Ramping (sloping) floors, unfinished structural elements, lights or mechanical appurtenances shall not be visible from the river, public parkland, or a public street.
 - d. Vehicles parked within the structure shall be screened so that they are not visible from the river, public parkland, or a public street.
 - e. Freestanding parking structures permitted as a principal use require first floor retail or other active uses along the primary street frontage.

ZONING AND LAND USE REGULATIONS

19 Attachment 2

City of Poughkeepsie

Table A: Principal Use Table

Principal Use	WTOD District
Adult Bookstore, Theater, Cabaret	
Agriculture	
Animal Day Care, Kennel, or Shelter	
Animal Hospital	
Art Studio	P
Auditorium	P
Auto/Truck Storage Yard	
Bank	P
Banquet Facility	P
Bar, Cocktail Lounge, Tavern	P
Boarding/Rooming House	
Boat Launch	P
Boat Repair Facility	P
Broadcast Studio	P
Cabaret	P
Cemetery	
Colleges, Universities, Vocational Schools	
Communication Tower and Antenna, Wireless	
Community Facility/Uses, Public	P
Convenience Store	P
Convenience Store w/ Gasoline Pumps	
Conference Center	P
Cultural Facility, Library, Museum, Art Gallery	P
Day Care Center	P
Day Care, Group or Family	B
Drive-In Establishment	
Dwelling, Single-Family Detached	
Dwelling, Two-Family	
Dwelling, Multifamily	P
Funeral Home	
Garden Center	
Heliport	
Home Occupation	P
Hospital/Medical Center	
Hotel	P
Industrial Use, Heavy	
Industrial Use, Light	
Live/Work Space	P
Market for Arts, Crafts, or Food Products	P
Marina	P

Principal Use	WTOD District
Membership Clubs or Organization	
Mixed-Use Developments	P
Motel	
Motor Vehicle, Auto Wash	
Motor Vehicle, Rental	P
Motor Vehicle Repair, Major	
Motor Vehicle Repair, Minor	
Motor Vehicle Sales	
Motor Vehicle Service (Gas) Station	
Nightclub	P
Nursing or Convalescent Home	
Office, adaptive reuse of residential structure	
Office Park	
Offices, business, professional, medical	P
Outdoor Material Storage	
Parks, recreation and open space	P
Parking as Principal Use	P
Parking Structure	P
Personal Service (No dry cleaning done on premises)	P
Pier	P
Place of Worship	
Public Uses/Community Services	P
Public Utilities	P
Recreational Facility, Commercial (less than 10,000 sf)	P
Research and Development Facility	
Residential Care Facility	
Restaurant, Standard	P
Restaurant, Fast Food	
Retail Establishment (less than 10,000 sf)	P
Schools, Elementary/Secondary, Private	
Self-storage Facility or Mini Warehouse	
Shopping Center	
Student Home	
Taxi/Limousine Service	
Theater	P
Townhouse	P
Transfer Station	
Truck Terminal / Distribution Center	
Warehouse	

Any use not listed is prohibited in the district.

Key:

B	Permitted Subject to Building Permit
SP	Permitted Subject to Special Use Permit
P	Permitted Subject to Site Plan
	Not Permitted



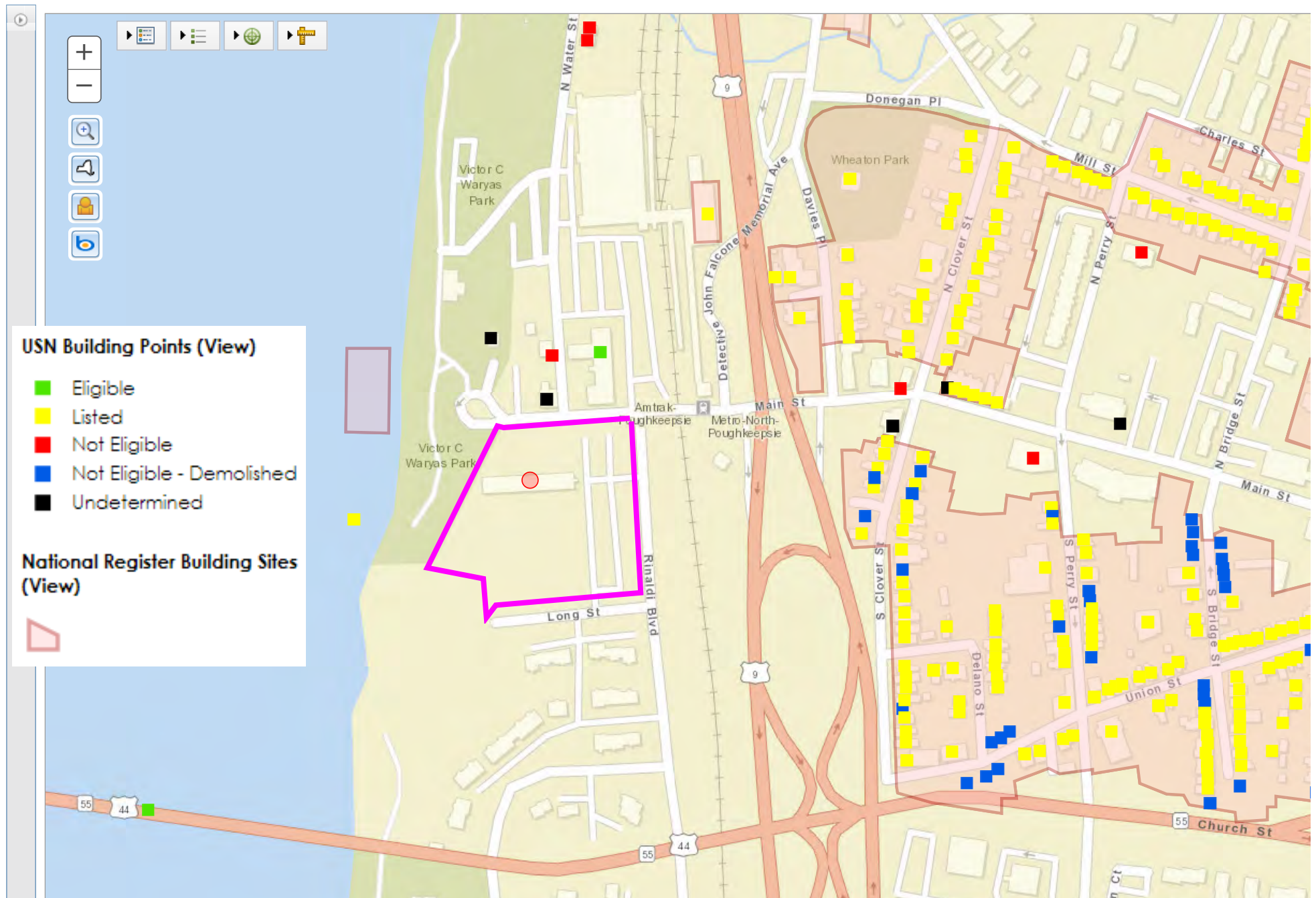
- Route A
- Route B
- Route C
- Route D
- Route E
- Route F
- Route H
- Route J
- Route K
- Route L
- Route M
- Route P
- Route PRL

City of
Poughkeepsie

TOWN OF
POUGHKEEPSIE

DUTCHESS COUNTY PUBLIC TRANSIT ROUTES







U.S. Fish and Wildlife Service

National Wetlands Inventory

Rip Van Winkle Apartments



April 8, 2022

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Dutchess County, New York



Local office

New York Ecological Services Field Office

☎ (607) 753-9334

📠 (607) 753-9699

3817 Luker Road
Cortland, NY 13045-9385

<http://www.fws.gov/northeast/nyfo/es/section7.htm>

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
------	--------

Indiana Bat *Myotis sodalis*

Endangered

Wherever found

There is **final** critical habitat for this species. The location of the critical habitat is not available.

<https://ecos.fws.gov/ecp/species/5949>

Insects

NAME

STATUS

Monarch Butterfly *Danaus plexippus*

Candidate

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/9743>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your

project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

Bald Eagle *Haliaeetus leucocephalus*

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

<https://ecos.fws.gov/ecp/species/1626>

Breeds Dec 1 to Aug 31

Blue-winged Warbler *Vermivora pinus*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds May 1 to Jun 30

Canada Warbler *Cardellina canadensis*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 20 to Aug 10

Eastern Whip-poor-will *Antrostomus vociferus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Aug 20

Prairie Warbler *Dendroica discolor*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Jul 31

Red-headed Woodpecker *Melanerpes erythrocephalus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Sep 10

Wood Thrush *Hylocichla mustelina*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

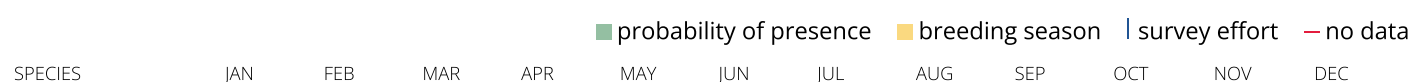
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald Eagle Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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Wood Thrush
BCC Rangewide
(CON) (This is a Bird
of Conservation
Concern (BCC)
throughout its range
in the continental
USA and Alaska.)



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and

3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

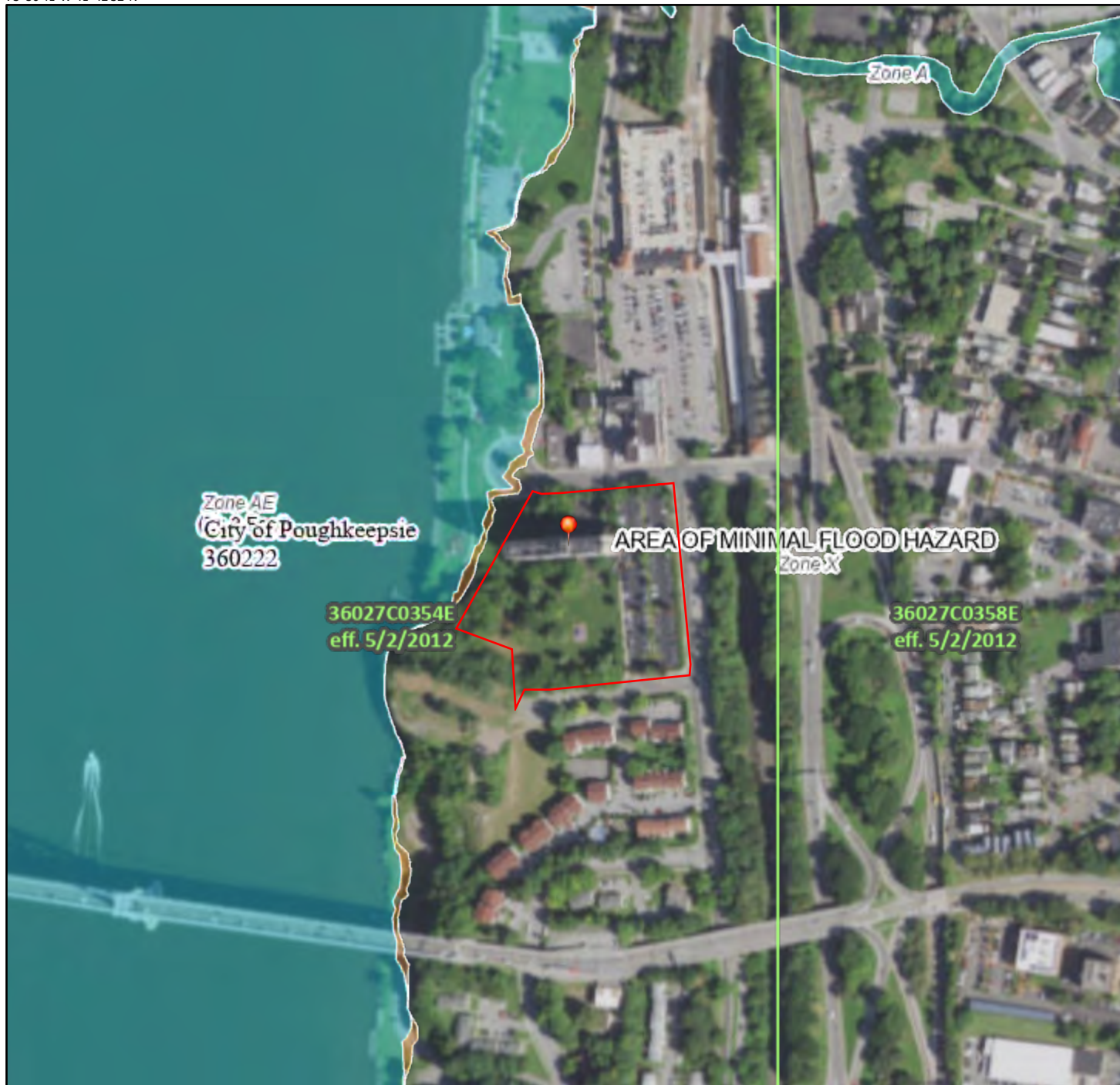
Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

National Flood Hazard Layer FIRMette



73°56'41"W 41°42'32"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **4/8/2022 at 10:55 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



([//www.fema.gov/](https://www.fema.gov/))

Navigation

Search

Languages

MSC Home (</portal/>)

MSC Search by Address
(</portal/search>)

MSC Search All Products
(</portal/advanceSearch>)

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Hazus
(</portal/resources/hazus>)

LOMC Batch Files
(</portal/resources/lomc>)

Product Availability
(</portal/productAvailability>)

MSC Frequently Asked Questions
(FAQs) (</portal/resources/faq>)

MSC Email Subscriptions
(</portal/subscriptionHome>)

Contact MSC Help
(</portal/resources/contact>)

FEMA Flood Map Service Center: Search By Address

Enter an address, place, or coordinates: ?

10 RINALDI BLVD, POUGHKEEPSIE, NY

Search

Whether you are in a high risk zone or not, you may need [flood insurance](https://www.fema.gov/national-flood-insurance-program) (<https://www.fema.gov/national-flood-insurance-program>) because most homeowners insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than \$400 per year. Call your insurance agent today and protect what you've built.

Learn more about [steps you can take](https://www.fema.gov/what-mitigation) (<https://www.fema.gov/what-mitigation>) to reduce flood risk damage.

Search Results—Products for **POUGHKEEPSIE, CITY OF**

Show ALL Products » (<https://msc.fema.gov/portal/availabilitySearch?addcommunity=360222&communityName=POUGHKEEPSIE, C>)

The flood map for the selected area is number **36027C0354E**, effective on **05/02/2012** ?

DYNAMIC MAP



PRINT MAP/
FIRMette

MAP IMAGE



DOWNLOAD
FIRM PANEL

(<https://msc.fema.gov/portal/downloadProduct?>

[productTypeID=FINAL_PRODUCT&productSubTypeID=FIRM_PANEL&productID=36027C0354E](https://msc.fema.gov/portal/downloadProduct?productTypeID=FINAL_PRODUCT&productSubTypeID=FIRM_PANEL&productID=36027C0354E))

Changes to this FIRM ?

- Revisions (0)
- Amendments (2)
- Revalidations (0)

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette. If you are a person with a disability, are blind, or have low vision, and need assistance, please contact a map specialist (<https://msc.fema.gov/portal/resources/contact>).

Go To NFHL Viewer » (<https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b55>)



452212

10 RINALDI BLVD
POUGHKEEPSIE, NY 12601

Inquiry Number: 6772431.2s
December 02, 2021

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

10 RINALDI BLVD
POUGHKEEPSIE, NY 12601

COORDINATES

Latitude (North):	41.7047690 - 41° 42' 17.16"
Longitude (West):	73.9392690 - 73° 56' 21.36"
Universal Transverse Mercator:	Zone 18
UTM X (Meters):	588255.1
UTM Y (Meters):	4617328.5
Elevation:	42 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	5939321 POUGHKEEPSIE, NY
Version Date:	2013

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20150522
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
10 RINALDI BLVD
POUGHKEEPSIE, NY 12601

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	RIP VAN WINKLE	10 RINALDI BLVD	FINDS		TP
A2	RIP VAN WINKLE	10 RINALDI BLVD	FTTS, HIST FTTS		TP
A3	WARAYAS PARK	MAIN STREET	NY Spills		TP
A4	WARYUS PARK	MAIN STREET	NY Spills		TP
Reg	HUDSON RIVER PCBS	NO STREET APPLICABLE	NPL, SEMS, RCRA-LQG, US ENG CONTROLS, US INST...	Same	147, 0.028, West
B5	METRO NO.-POK.	MAIN ST	NY Spills	Lower	30, 0.006, North
B6	METRO NORTH:2 GAL.DI	WATER ST/MAIN ST	NY Spills	Lower	30, 0.006, North
B7	METRO NORTH: R.R. TR	MAIN ST & WATER ST	NY Spills	Lower	32, 0.006, North
B8	METRONO.:POK.STA.	MAIN ST & N. WATER S	NY Spills	Lower	32, 0.006, North
B9	CONCRETE	37 MAIN ST	NY Spills	Lower	79, 0.015, NNE
B10	ROYAL KING CLEANERS	35 MAIN ST	EDR Hist Cleaner	Lower	96, 0.018, NNE
B11	DOOLEY SQUARE	35 MAIN STREET	NY Spills	Lower	96, 0.018, NNE
B12	TALMAHCON/METRON	MAIN ST	NY Spills	Lower	97, 0.018, NE
B13	275 AST C/POK.	1 WATER ST	NY Spills	Lower	116, 0.022, North
14	NYSDOT BIN 1005301 &	RTE 9 OVER MAIN ST	RCRA NonGen / NLR, NY MANIFEST	Lower	156, 0.030, NE
15	HUDSON RIVER	MAIN STREET	NY Spills	Lower	217, 0.041, NW
16	PICK UP IN HUDSON RI	33 NORTH WATER ST	NY Spills	Lower	416, 0.079, North
17	WARAYAS PARK	MAIN ST	NY Spills	Lower	508, 0.096, NNW
C18	METRONO:POK.STA.300G	POUGHKEEPSIE YARD	NY Spills	Lower	542, 0.103, NNE
C19	METRO-NORTH STATION	TRACK #4	NY Spills	Lower	542, 0.103, NNE
20	NYSDOT BIN 1005290	RTE 44 OVER RTE 9	RCRA NonGen / NLR	Higher	806, 0.153, SE
21	NYSDOT BIN 1005329	RTE 9 OVER FALLKILL	RCRA-VSQG, NJ MANIFEST, NY MANIFEST	Higher	854, 0.162, NE
D22	POK. FIRE HOUSE	MAIN ST	NY LTANKS	Higher	922, 0.175, NE
D23	NYSDEC	18 N CLOVER	NY MANIFEST	Higher	940, 0.178, ENE
24	POUGHKEEPSIE NAVINDR		FUDS	Higher	944, 0.179, South
25	APT. MILANESE	111 MAIN STREET	NY LTANKS	Higher	998, 0.189, ENE
D26	POUGHKEEPSIE DAY CAR	36 N CLOVER ST	RCRA NonGen / NLR, FINDS, ECHO, NY MANIFEST	Higher	1132, 0.214, NE
27	COLUMBUS SCHOOL	12 SOUTH PERRY ST	NY UST	Higher	1138, 0.216, East
E28	BERNCOLORS-POUGHKEEP	75 N WATER ST	SEMS-ARCHIVE, RCRA NonGen / NLR, PRP, ICIS, NY...	Lower	1290, 0.244, North
E29	BERNCOLORS POUGHKEEP	75 NORTH WATER STREE	NY HSWDS	Lower	1290, 0.244, North
30	POUGHKEEPSIE MGP	NORTH PERRY STREET	EDR MGP	Higher	1384, 0.262, ENE
F31	YELLOW CAB POUGHKEEP	13 SOUTH BRIDGE ST	NY LTANKS, NY Spills	Higher	1598, 0.303, East
32	POUGHKEEPSIE GAS WOR	LAUREL STREET	EDR MGP	Higher	1634, 0.309, SSE
F33	QUEEN CITY LOFTS	178-188 MAIN STREET	NY INST CONTROL	Higher	1712, 0.324, East
F34	QUEEN CITY LOFTS	178-188 MAIN STREET	NY ENG CONTROLS	Higher	1712, 0.324, East
F35	QUEEN CITY LOFTS	178-188 MAIN STREET	NY BROWNFIELDS	Higher	1712, 0.324, East
36	CHG&E, BAYEAUX STREE	N PERRY STREET	NY HSWDS	Higher	1740, 0.330, ENE
F37	LANG APARTMENT BUILD	187-189 UNION STREET	NY LTANKS	Higher	1764, 0.334, East
G38	CH - WATER ST. - POU	NORTH WATER STREET	NY VCP, NY BROWNFIELDS	Higher	1929, 0.365, North

MAPPED SITES SUMMARY

Target Property Address:
10 RINALDI BLVD
POUGHKEEPSIE, NY 12601

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
G39	POUGHKEEPSIE GAS WOR	NORTH WATER STREET	EDR MGP	Higher	2065, 0.391, North
40	GRAY RESIDENCE	72 PINE ST	NY LTANKS, NY Spills	Higher	2138, 0.405, SSE
41	FORMER CITY OF POUGH	176 RINALDI BOULEVAR	NY ENG CONTROLS, NY INST CONTROL, NY VCP, NY...	Lower	2230, 0.422, South
H42	COUNTY OF DUTCHESS	22 MARKET STREET	NY LTANKS, NY Spills, NY SPDES	Higher	2416, 0.458, East
43	A C DUTTON LUMBER CO	1 DUTCHESS AVE	NY ENG CONTROLS, NY INST CONTROL, NY BROWNFIELDS	Lower	2420, 0.458, North
44	COURTHOUSE ANNEX	235 MAIN ST	NY LTANKS, NY Spills	Higher	2421, 0.459, East
I45	A.C. DUTTON LUMBER C	1 HOFFMAN ST.	NY SHWS, NY CBS AST	Higher	2457, 0.465, North
46	PURA-14 SITE	36 PINE STREET	NY ENG CONTROLS, NY INST CONTROL, NY BROWNFIELDS	Lower	2458, 0.466, South
I47	A. C. DUTTON LUMBER		NY DEL SHWS	Higher	2474, 0.469, North
H48	D.C.DEPT.OF SOC.SER.	16 MARKET ST	NY LTANKS	Higher	2504, 0.474, East
49	SOUTHERN WATERFRONT	PROPSECT STREET	US BROWNFIELDS, FINDS	Higher	2525, 0.478, ENE
50	NYSDMNA - NEW YORK	61 MARKET ST	NY LTANKS, RCRA NonGen / NLR, NY MANIFEST	Higher	2564, 0.486, ESE
H51	M B M COMP./TRI.CO.P	39 MARKET ST	NY LTANKS	Higher	2579, 0.488, ESE
H52	ACADIA HUDSON LLC	21 MARKET STREET	NY LTANKS, NY TANKS	Higher	2590, 0.491, East
53	DUTCHESS CTY YMCA	35 MONTGOMERY ST	NY LTANKS, NY Spills	Higher	2609, 0.494, SE
H54	G. F. REFUSE T.S.	240 MAIN STREET	NY SWF/LF	Higher	2617, 0.496, East
55	HRH LEAD ABATEMENT S	55 GARDEN STREET	NY SHWS	Higher	3471, 0.657, East
56	21 ACADEMY STREET	21 ACADEMY STREET	NY SHWS	Higher	3527, 0.668, ESE
57	QUAL KROM SITE	28 ORCHARD PLACE	NY SHWS, NY ERP, NY Spills	Higher	3832, 0.726, NE

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

Site	Database(s)	EPA ID
RIP VAN WINKLE 10 RINALDI BLVD POUGHKEEPSIE, NY 12601	FINDS Registry ID:: 110011538595	N/A
RIP VAN WINKLE 10 RINALDI BLVD POUGHKEEPSIE, NY 12601	FTTS Database: FTTS INSP, Date of Government Version: 04/09/2009 HIST FTTS Database: HIST FTTS INSP, Date of Government Version: 10/19/2006	N/A
WARAYAS PARK MAIN STREET POUGHKEEPSIE, NY	NY Spills Spill Number/Closed Date: 9400561 / 1994-04-13 Site ID: 287111 Spill Date: 1993-11-15	N/A
WARYUS PARK MAIN STREET POUGHKEEPSIE, NY	NY Spills Spill Number/Closed Date: 9304476 / 1993-07-13 Site ID: 287109 Spill Date: 1993-07-08	N/A

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Lists of Federal Delisted NPL sites

Delisted NPL..... National Priority List Deletions

EXECUTIVE SUMMARY

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY..... Federal Facility Site Information listing

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS..... Corrective Action Report

Lists of Federal RCRA TSD facilities

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Lists of Federal RCRA generators

RCRA-SQG..... RCRA - Small Quantity Generators

Federal institutional controls / engineering controls registries

LUCIS..... Land Use Control Information System

Federal ERNS list

ERNS..... Emergency Response Notification System

Lists of state and tribal leaking storage tanks

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

NY HIST LTANKS..... Listing of Leaking Storage Tanks

Lists of state and tribal registered storage tanks

FEMA UST..... Underground Storage Tank Listing

NY CBS UST..... Chemical Bulk Storage Database

NY MOSF UST..... Major Oil Storage Facilities Database

NY MOSF..... Major Oil Storage Facility Site Listing

NY CBS..... Chemical Bulk Storage Site Listing

NY AST..... Petroleum Bulk Storage

NY MOSF AST..... Major Oil Storage Facilities Database

INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

NY RES DECL..... Restrictive Declarations Listing

Lists of state and tribal voluntary cleanup sites

INDIAN VCP..... Voluntary Cleanup Priority Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Landfill / Solid Waste Disposal Sites

NY SWTIRE..... Registered Waste Tire Storage & Facility List

EXECUTIVE SUMMARY

NY SWRCY..... Registered Recycling Facility List
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
ODI..... Open Dump Inventory
IHS OPEN DUMPS..... Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL..... Delisted National Clandestine Laboratory Register
US CDL..... National Clandestine Laboratory Register
NY PFAS..... PFAS Contamination Site Location Listing

Local Lists of Registered Storage Tanks

NY HIST UST..... Historical Petroleum Bulk Storage Database
NY HIST AST..... Historical Petroleum Bulk Storage Database

Local Land Records

NY LIENS..... Spill Liens Information
LIENS 2..... CERCLA Lien Information

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System
NY Hist Spills..... SPILLS Database
NY SPILLS 90..... SPILLS 90 data from FirstSearch
NY SPILLS 80..... SPILLS 80 data from FirstSearch

Other Ascertainable Records

DOD..... Department of Defense Sites
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR..... Financial Assurance Information
EPA WATCH LIST..... EPA WATCH LIST
2020 COR ACTION..... 2020 Corrective Action Program List
TSCA..... Toxic Substances Control Act
TRIS..... Toxic Chemical Release Inventory System
SSTS..... Section 7 Tracking Systems
RMP..... Risk Management Plans
RAATS..... RCRA Administrative Action Tracking System
PADS..... PCB Activity Database System
MLTS..... Material Licensing Tracking System
COAL ASH DOE..... Steam-Electric Plant Operation Data
COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER..... PCB Transformer Registration Database
RADINFO..... Radiation Information Database
DOT OPS..... Incident and Accident Data
INDIAN RESERV..... Indian Reservations
FUSRAP..... Formerly Utilized Sites Remedial Action Program
UMTRA..... Uranium Mill Tailings Sites
LEAD SMELTERS..... Lead Smelter Sites
US AIRS..... Aerometric Information Retrieval System Facility Subsystem
US MINES..... Mines Master Index File
ABANDONED MINES..... Abandoned Mines

EXECUTIVE SUMMARY

DOCKET HWC.....	Hazardous Waste Compliance Docket Listing
UXO.....	Unexploded Ordnance Sites
FUELS PROGRAM.....	EPA Fuels Program Registered Listing
NY AIRS.....	Air Emissions Data
NY COAL ASH.....	Coal Ash Disposal Site Listing
NY DRYCLEANERS.....	Registered Drycleaners
NY E DESIGNATION.....	E DESIGNATION SITE LISTING
NY Financial Assurance.....	Financial Assurance Information Listing
NY VAPOR REOPENED.....	Vapor Intrusion Legacy Site List
NY UIC.....	Underground Injection Control Wells
NY COOLING TOWERS.....	Registered Cooling Towers
NY LEAD.....	Lead-based Paint Testing Results
MINES MRDS.....	Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR Hist Auto..... EDR Exclusive Historical Auto Stations

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

NY RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List
NY RGA LF..... Recovered Government Archive Solid Waste Facilities List

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL: Also known as Superfund, the National Priority List database is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund program. The source of this database is the U.S. EPA.

A review of the NPL list, as provided by EDR, and dated 10/20/2021 has revealed that there is 1 NPL site within approximately 1 mile of the target property.

EXECUTIVE SUMMARY

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HUDSON RIVER PCBS Cerclis ID:: 202229 EPA Id: NYD980763841	NO STREET APPLICABLE	W 0 - 1/8 (0.028 mi.)	0	11

Lists of Federal sites subject to CERCLA removals and CERCLA orders

SEMS: SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

A review of the SEMS list, as provided by EDR, and dated 10/20/2021 has revealed that there is 1 SEMS site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HUDSON RIVER PCBS Site ID: 0202229 EPA Id: NYD980763841	NO STREET APPLICABLE	W 0 - 1/8 (0.028 mi.)	0	11

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

A review of the SEMS-ARCHIVE list, as provided by EDR, and dated 10/20/2021 has revealed that there is 1 SEMS-ARCHIVE site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
BERNCOLORS-POUGHKEEP Site ID: 0202752 EPA Id: NYD002013951	75 N WATER ST	N 1/8 - 1/4 (0.244 mi.)	E28	77

EXECUTIVE SUMMARY

Lists of Federal RCRA generators

RCRA-LQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

A review of the RCRA-LQG list, as provided by EDR, and dated 09/13/2021 has revealed that there is 1 RCRA-LQG site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HUDSON RIVER PCBS EPA ID:: NYD980763841	NO STREET APPLICABLE	W 0 - 1/8 (0.028 mi.)	0	11

RCRA-VSQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

A review of the RCRA-VSQG list, as provided by EDR, and dated 09/13/2021 has revealed that there is 1 RCRA-VSQG site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NYSDOT BIN 1005329 EPA ID:: NYD986998409	RTE 9 OVER FALLKILL	NE 1/8 - 1/4 (0.162 mi.)	21	59

Federal institutional controls / engineering controls registries

US ENG CONTROLS: A listing of sites with engineering controls in place.

A review of the US ENG CONTROLS list, as provided by EDR, and dated 08/23/2021 has revealed that there is 1 US ENG CONTROLS site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HUDSON RIVER PCBS EPA ID:: NYD980763841 EPA ID:: NYD980763841	NO STREET APPLICABLE	W 0 - 1/8 (0.028 mi.)	0	11

US INST CONTROLS: A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

A review of the US INST CONTROLS list, as provided by EDR, and dated 08/23/2021 has revealed that

EXECUTIVE SUMMARY

there is 1 US INST CONTROLS site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HUDSON RIVER PCBS EPA ID:: NYD980763841	NO STREET APPLICABLE	W 0 - 1/8 (0.028 mi.)	0	11

Lists of state- and tribal hazardous waste facilities

NY SHWS: The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data come from the Department of Environmental Conservation's Inactive Hazardous waste Disposal Sites in New York State.

A review of the NY SHWS list, as provided by EDR, and dated 08/09/2021 has revealed that there are 4 NY SHWS sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
A.C. DUTTON LUMBER C Site Code: 55989	1 HOFFMAN ST.	N 1/4 - 1/2 (0.465 mi.)	145	189
HRH LEAD ABATEMENT S Site Code: 502049	55 GARDEN STREET	E 1/2 - 1 (0.657 mi.)	55	237
21 ACADEMY STREET Site Code: 535046	21 ACADEMY STREET	ESE 1/2 - 1 (0.668 mi.)	56	238
QUAL KROM SITE Site Code: 335223	28 ORCHARD PLACE	NE 1/2 - 1 (0.726 mi.)	57	240

Lists of state and tribal landfills and solid waste disposal facilities

NY SWF/LF: The Solid Waste Facilities/Landfill Sites records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. The data come from the list.

A review of the NY SWF/LF list, as provided by EDR, and dated 09/30/2021 has revealed that there is 1 NY SWF/LF site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
G. F. REFUSE T.S.	240 MAIN STREET	E 1/4 - 1/2 (0.496 mi.)	H54	236

Lists of state and tribal leaking storage tanks

NY LTANKS: Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills

A review of the NY LTANKS list, as provided by EDR, and dated 08/09/2021 has revealed that there are

EXECUTIVE SUMMARY

12 NY LTANKS sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
POK. FIRE HOUSE Spill Number/Closed Date: 0001246 / 2002-04-02 Site ID: 238789 Spill Date: 2000-05-01	MAIN ST	NE 1/8 - 1/4 (0.175 mi.)	D22	65
APT. MILANESE Spill Number/Closed Date: 9312029 / 1994-01-19 Site ID: 110554 Spill Date: 1994-01-12	111 MAIN STREET	ENE 1/8 - 1/4 (0.189 mi.)	25	69
YELLOW CAB POUGHKEEP Spill Number/Closed Date: 9106196 / 1992-07-06 Site ID: 180480 Spill Date: 1991-09-09	13 SOUTH BRIDGE ST	E 1/4 - 1/2 (0.303 mi.)	F31	87
LANG APARTMENT BUILD Spill Number/Closed Date: 0512690 / 2006-02-02 Spill Number/Closed Date: 0511265 / 2006-04-25 Site ID: 359086 Site ID: 357383 Spill Date: 2006-02-02 Spill Date: 2005-12-28	187-189 UNION STREET	E 1/4 - 1/2 (0.334 mi.)	F37	117
GRAY RESIDENCE Spill Number/Closed Date: 0103270 / 2001-07-18 Site ID: 154727 Spill Date: 2001-06-24	72 PINE ST	SSE 1/4 - 1/2 (0.405 mi.)	40	127
COUNTY OF DUTCHESS Spill Number/Closed Date: 9011974 / 1991-02-15 Site ID: 143426 Spill Date: 1991-02-13	22 MARKET STREET	E 1/4 - 1/2 (0.458 mi.)	H42	144
COURTHOUSE ANNEX Spill Number/Closed Date: 0011737 / 2001-05-01 Site ID: 291978 Spill Date: 2000-10-09	235 MAIN ST	E 1/4 - 1/2 (0.459 mi.)	44	186
D.C.DEPT.OF SOC.SER. Spill Number/Closed Date: 9900170 / 1999-04-14 Site ID: 85829 Spill Date: 1999-04-05	16 MARKET ST	E 1/4 - 1/2 (0.474 mi.)	H48	218
NYSDMNA - NEW YORK Spill Number/Closed Date: 8803141 / 1989-11-29 Site ID: 293364 Spill Date: 1988-07-11	61 MARKET ST	ESE 1/4 - 1/2 (0.486 mi.)	50	222
M B M COMP./TRI.CO.P Spill Number/Closed Date: 1304134 / 2013-07-26 Site ID: 484647 Spill Date: 2013-07-17	39 MARKET ST	ESE 1/4 - 1/2 (0.488 mi.)	H51	229
ACADIA HUDSON LLC Spill Number/Closed Date: 8902715 / 1989-09-25 Site ID: 264064 Spill Date: 1989-06-15	21 MARKET STREET	E 1/4 - 1/2 (0.491 mi.)	H52	230
DUTCHESS CTY YMCA	35 MONTGOMERY ST	SE 1/4 - 1/2 (0.494 mi.)	53	232

EXECUTIVE SUMMARY

Spill Number/Closed Date: 0410331 / 2006-07-26
 Site ID: 335385
 Spill Date: 2004-12-17

Lists of state and tribal registered storage tanks

NY UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Environmental Conservation's Petroleum Bulk Storage (PBS) Database

A review of the NY UST list, as provided by EDR, has revealed that there is 1 NY UST site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
COLUMBUS SCHOOL Database: UST, Date of Government Version: 06/21/2021	12 SOUTH PERRY ST	E 1/8 - 1/4 (0.216 mi.)	27	75

State and tribal institutional control / engineering control registries

NY ENG CONTROLS: Environmental Remediation sites that have engineering controls in place.

A review of the NY ENG CONTROLS list, as provided by EDR, and dated 08/09/2021 has revealed that there are 4 NY ENG CONTROLS sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
QUEEN CITY LOFTS Site Code: 512561	178-188 MAIN STREET	E 1/4 - 1/2 (0.324 mi.)	F34	110
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
FORMER CITY OF POUGH Site Code: 57370	176 RINALDI BOULEVAR	S 1/4 - 1/2 (0.422 mi.)	41	129
A C DUTTON LUMBER CO Site Code: 505421 Site Code: 505422	1 DUTCHESS AVE	N 1/4 - 1/2 (0.458 mi.)	43	147
PURA-14 SITE Site Code: 376589	36 PINE STREET	S 1/4 - 1/2 (0.466 mi.)	46	196

Environmental Remediation sites that have institutional controls in place.

A review of the NY INST CONTROL list, as provided by EDR, and dated 08/09/2021 has revealed that there are 4 NY INST CONTROL sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
QUEEN CITY LOFTS Site Code: 512561	178-188 MAIN STREET	E 1/4 - 1/2 (0.324 mi.)	F33	89
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
FORMER CITY OF POUGH	176 RINALDI BOULEVAR	S 1/4 - 1/2 (0.422 mi.)	41	129

EXECUTIVE SUMMARY

Site Code: 57370

A C DUTTON LUMBER CO **1 DUTCHESS AVE** **N 1/4 - 1/2 (0.458 mi.)** **43** **147**

Site Code: 505421

Site Code: 505422

PURA-14 SITE **36 PINE STREET** **S 1/4 - 1/2 (0.466 mi.)** **46** **196**

Site Code: 376589

Lists of state and tribal voluntary cleanup sites

NY VCP: Voluntary Cleanup Agreements. The voluntary remedial program uses private monies to get contaminated sites remediated to levels allowing for the sites' productive use. The program covers virtually any kind of site and contamination.

A review of the NY VCP list, as provided by EDR, has revealed that there are 2 NY VCP sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CH - WATER ST. - POU	NORTH WATER STREET	N 1/4 - 1/2 (0.365 mi.)	G38	119
Database: VCP, Date of Government Version: 08/09/2021				
Site Code: 56927				

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
FORMER CITY OF POUGH	176 RINALDI BOULEVAR	S 1/4 - 1/2 (0.422 mi.)	41	129
Database: VCP, Date of Government Version: 08/09/2021				
Site Code: 57157				

Lists of state and tribal brownfield sites

NY BROWNFIELDS: Brownfields Site List

A review of the NY BROWNFIELDS list, as provided by EDR, and dated 08/09/2021 has revealed that there are 5 NY BROWNFIELDS sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
QUEEN CITY LOFTS	178-188 MAIN STREET	E 1/4 - 1/2 (0.324 mi.)	F35	113
Site Code: 512561				
CH - WATER ST. - POU	NORTH WATER STREET	N 1/4 - 1/2 (0.365 mi.)	G38	119
Site Code: 57435				
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
FORMER CITY OF POUGH	176 RINALDI BOULEVAR	S 1/4 - 1/2 (0.422 mi.)	41	129
Site Code: 57370				
A C DUTTON LUMBER CO	1 DUTCHESS AVE	N 1/4 - 1/2 (0.458 mi.)	43	147
Site Code: 505421				
Site Code: 505422				

EXECUTIVE SUMMARY

Site Code: 414652

Site Code: 59160

PURA-14 SITE

Site Code: 376589

36 PINE STREET

S 1/4 - 1/2 (0.466 mi.)

46

196

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: The EPA's listing of Brownfields properties from the Cleanups in My Community program, which provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

A review of the US BROWNFIELDS list, as provided by EDR, and dated 06/10/2021 has revealed that there is 1 US BROWNFIELDS site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SOUTHERN WATERFRONT ACRES property ID: 11877 Cleanup Completion Date: -	PROPSECT STREET	ENE 1/4 - 1/2 (0.478 mi.)	49	220

Local Lists of Hazardous waste / Contaminated Sites

NY DEL SHWS: A database listing of sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites.

A review of the NY DEL SHWS list, as provided by EDR, and dated 08/09/2021 has revealed that there is 1 NY DEL SHWS site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
A. C. DUTTON LUMBER Site Code Id: 314081		N 1/4 - 1/2 (0.469 mi.)	147	216

Records of Emergency Release Reports

NY Spills: Data collected on spills reported to NYSDEC. is required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

A review of the NY Spills list, as provided by EDR, and dated 08/09/2021 has revealed that there are 14 NY Spills sites within approximately 0.125 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HUDSON RIVER PCBS	NO STREET APPLICABLE	W 0 - 1/8 (0.028 mi.)	0	11

EXECUTIVE SUMMARY

Spill Number/Closed Date: 0308107 / 2003-10-31
 Site ID: 237813
 Spill Date: 2003-10-31

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
METRO NO.-POK. Spill Number/Closed Date: 9900377 / 1999-04-10 Site ID: 238802 Spill Date: 1999-04-10	MAIN ST	N 0 - 1/8 (0.006 mi.)	B5	37
METRO NORTH:2 GAL.DI Spill Number/Closed Date: 0005236 / 2000-08-02 Site ID: 213198 Spill Date: 2000-08-01	WATER ST/MAIN ST	N 0 - 1/8 (0.006 mi.)	B6	38
METRO NORTH: R.R. TR Spill Number/Closed Date: 0812308 / 2009-02-13 Site ID: 409924 Spill Date: 2009-02-11	MAIN ST & WATER ST	N 0 - 1/8 (0.006 mi.)	B7	39
METRANO.:POK.STA. Spill Number/Closed Date: 9901597 / 2000-08-24 Site ID: 99735 Spill Date: 1999-05-11	MAIN ST & N. WATER S	N 0 - 1/8 (0.006 mi.)	B8	40
CONCRETE Spill Number/Closed Date: 1907198 / Not Reported Site ID: 595304 Spill Date: 2019-10-17	37 MAIN ST	NNE 0 - 1/8 (0.015 mi.)	B9	41
DOOLEY SQUARE Spill Number/Closed Date: 0211387 / 2003-09-25 Site ID: 164633 Spill Date: 2003-02-14	35 MAIN STREET	NNE 0 - 1/8 (0.018 mi.)	B11	43
TALMAHCON/METRON Spill Number/Closed Date: 9800703 / 1998-04-16 Site ID: 238799 Spill Date: 1998-04-16	MAIN ST	NE 0 - 1/8 (0.018 mi.)	B12	44
275 AST C/POK. Spill Number/Closed Date: 0700879 / 2007-04-30 Site ID: 380255 Spill Date: 2007-04-22	1 WATER ST	N 0 - 1/8 (0.022 mi.)	B13	45
HUDSON RIVER Spill Number/Closed Date: 9003656 / 1990-07-01 Site ID: 287104 Spill Date: 1990-07-01	MAIN STREET	NW 0 - 1/8 (0.041 mi.)	15	50
PICK UP IN HUDSON RI Spill Number/Closed Date: 1107628 / 2011-09-15 Site ID: 455335 Spill Date: 2011-09-15	33 NORTH WATER ST	N 0 - 1/8 (0.079 mi.)	16	51
WARAYAS PARK Spill Number/Closed Date: 9307088 / 1993-09-13 Site ID: 238796 Spill Date: 1993-09-10	MAIN ST	NNW 0 - 1/8 (0.096 mi.)	17	52
METRANO:POK.STA.300G	POUGHKEEPSIE YARD	NNE 0 - 1/8 (0.103 mi.)	C18	53

EXECUTIVE SUMMARY

Spill Number/Closed Date: 0103929 / 2001-07-13

Site ID: 224402

Spill Date: 2001-07-12

METRO-NORTH STATION	TRACK #4	NNE 0 - 1/8 (0.103 mi.)	C19	55
Spill Number/Closed Date: 9005456 / 1990-10-30				
Site ID: 173601				
Spill Date: 1990-08-16				

Other Ascertainable Records

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 09/13/2021 has revealed that there are 4 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NYSDOT BIN 1005290 EPA ID:: NYD986998391	RTE 44 OVER RTE 9	SE 1/8 - 1/4 (0.153 mi.)	20	56
POUGHKEEPSIE DAY CAR EPA ID:: NYR000044842	36 N CLOVER ST	NE 1/8 - 1/4 (0.214 mi.)	D26	70
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NYSDOT BIN 1005301 & EPA ID:: NYD987021706	RTE 9 OVER MAIN ST	NE 0 - 1/8 (0.030 mi.)	14	46
BERNCOLORS-POUGHKEEP EPA ID:: NYD002013951	75 N WATER ST	N 1/8 - 1/4 (0.244 mi.)	E28	77

FUDS: The Listing includes locations of Formerly Used Defense Sites Properties where the US Army Corps Of Engineers is actively working or will take necessary cleanup actions.

A review of the FUDS list, as provided by EDR, and dated 08/10/2021 has revealed that there is 1 FUDS site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
POUGHKEEPSIE NAVINDR		S 1/8 - 1/4 (0.179 mi.)	24	68

ROD: Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid the cleanup.

A review of the ROD list, as provided by EDR, and dated 10/20/2021 has revealed that there is 1 ROD site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HUDSON RIVER PCBS	NO STREET APPLICABLE	W 0 - 1/8 (0.028 mi.)	0	11

EXECUTIVE SUMMARY

EPA ID:: NYD980763841

CONSENT: Major Legal settlements that establish responsibility and standards for cleanup at NPL (superfund) sites. Released periodically by U.S. District Courts after settlement by parties to litigation matters.

A review of the CONSENT list, as provided by EDR, and dated 06/30/2021 has revealed that there is 1 CONSENT site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HUDSON RIVER PCBS	NO STREET APPLICABLE	W 0 - 1/8 (0.028 mi.)	0	11

NY HSWDS: The List includes any known or suspected hazardous substance waste disposal sites. Also included are sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites and non-registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entity. The latest version of the study is frozen in time. The sites on the study will not automatically be made superfund sites, rather each site will be further evaluated for listing in the registry. So overtime they will be added to the registry or not.

A review of the NY HSWDS list, as provided by EDR, and dated 01/01/2003 has revealed that there are 2 NY HSWDS sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
CHG&E, BAYEAUX STREE Facility Id: HS3009	N PERRY STREET	ENE 1/4 - 1/2 (0.330 mi.)	36	116
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
BERNCOLORS POUGHKEEP	75 NORTH WATER STREE	N 1/8 - 1/4 (0.244 mi.)	E29	85

NY MANIFEST: Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

A review of the NY MANIFEST list, as provided by EDR, and dated 01/01/2019 has revealed that there are 5 NY MANIFEST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NYSDOT BIN 1005329 EPA ID: NYD986998409	RTE 9 OVER FALLKILL	NE 1/8 - 1/4 (0.162 mi.)	21	59
NYSDEC EPA ID: NYP003600095	18 N CLOVER	ENE 1/8 - 1/4 (0.178 mi.)	D23	67
POUGHKEEPSIE DAY CAR EPA ID: NYR000044842	36 N CLOVER ST	NE 1/8 - 1/4 (0.214 mi.)	D26	70
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NYSDOT BIN 1005301 &	RTE 9 OVER MAIN ST	NE 0 - 1/8 (0.030 mi.)	14	46

EXECUTIVE SUMMARY

EPA ID: NYD987021706

BERNCOLORS-POUGHKEEP

75 N WATER ST

N 1/8 - 1/4 (0.244 mi.)

E28

77

EPA ID: NYD002013951

NJ MANIFEST: Hazardous waste manifest information.

A review of the NJ MANIFEST list, as provided by EDR, and dated 12/31/2018 has revealed that there is 1 NJ MANIFEST site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
NYSDOT BIN 1005329 EPA ID: NYD986998409	RTE 9 OVER FALLKILL	NE 1/8 - 1/4 (0.162 mi.)	21	59

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

A review of the EDR MGP list, as provided by EDR, has revealed that there are 3 EDR MGP sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
POUGHKEEPSIE MGP	NORTH PERRY STREET	ENE 1/4 - 1/2 (0.262 mi.)	30	86
POUGHKEEPSIE GAS WOR	LAUREL STREET	SSE 1/4 - 1/2 (0.309 mi.)	32	89
POUGHKEEPSIE GAS WOR	NORTH WATER STREET	N 1/4 - 1/2 (0.391 mi.)	G39	127

EDR Hist Cleaner: EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Cleaner list, as provided by EDR, has revealed that there is 1 EDR Hist Cleaner site within approximately 0.125 miles of the target property.

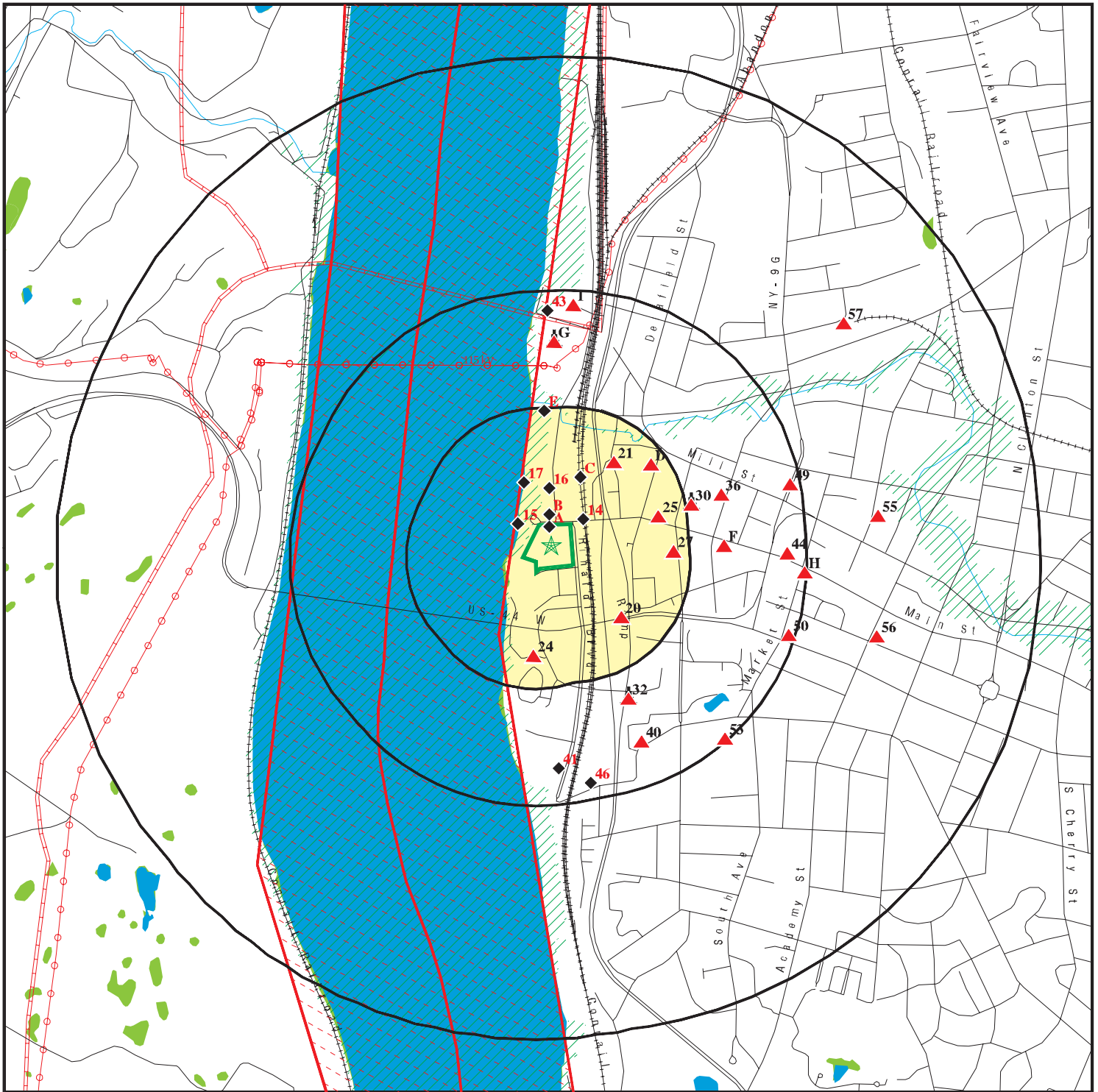
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
ROYAL KING CLEANERS	35 MAIN ST	NNE 0 - 1/8 (0.018 mi.)	B10	42

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 9 records.

<u>Site Name</u>	<u>Database(s)</u>
CHG&E - LAUREL STREET FORMER MGP S	SEMS-ARCHIVE, RCRA-VSQG, NY
CH - POUGHKEEPSIE MGP LAUREL STREE	MANIFEST
VASSAR COLLEGE	NY SHWS
BERNCOLORS DYE CO.	NY SHWS
CH - POUGHKEEPSIE MGP-WATER STREET	NY SHWS
CENTRAL HUDSON G & E CORP	SEMS-ARCHIVE
CHG&E, POUGHKEEPSIE-LAUREL ST.	NY HSWDS
CHG&E, POUGHKEEPSIE GAS WORKS	NY HSWDS
CH - LAUREL ST. - POUGHKEEPSIE MGP	NY VCP

OVERVIEW MAP - 6772431.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

County Boundary

Power transmission lines

Pipelines

100-year flood zone

500-year flood zone

National Wetland Inventory

State Wetlands

0 1/4 1/2 1 Miles



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 452212
ADDRESS: 10 RINALDI BLVD
POUGHKEEPSIE NY 12601
LAT/LONG: 41.704769 / 73.939269

CLIENT: AEI Consultants
CONTACT: Ruby Galeana
INQUIRY #: 6772431.2s
DATE: December 02, 2021 2:51 pm

DETAIL MAP - 6772431.2S



- Target Property**

 - Sites at elevations higher than or equal to the target property
 - Sites at elevations lower than the target property
 - Manufactured Gas Plants
 - Sensitive Receptors
 - National Priority List Sites
 - Dept. Defense Sites

Indian Reservations BIA

County Boundary

100-year flood zone

500-year flood zone

National Wetland Inventory

State Wetlands

0 1/16

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: 452212
ADDRESS: 10 RINALDI BLVD
POUGHKEEPSIE NY 12601
LAT/LONG: 41.704769 / 73.939269

CLIENT: AEI Consultants
CONTACT: Ruby Galeana
INQUIRY #: 6772431.2s
DATE: December 02, 2021 2:55 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Lists of Federal NPL (Superfund) sites</i>								
NPL	1.000		1	0	0	0	NR	1
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
<i>Lists of Federal Delisted NPL sites</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Lists of Federal sites subject to CERCLA removals and CERCLA orders</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		1	0	0	NR	NR	1
<i>Lists of Federal CERCLA sites with NFRAP</i>								
SEMS-ARCHIVE	0.500		0	1	0	NR	NR	1
<i>Lists of Federal RCRA facilities undergoing Corrective Action</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Lists of Federal RCRA TSD facilities</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Lists of Federal RCRA generators</i>								
RCRA-LQG	0.250		1	0	NR	NR	NR	1
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	1	NR	NR	NR	1
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		1	0	0	NR	NR	1
US INST CONTROLS	0.500		1	0	0	NR	NR	1
<i>Federal ERNS list</i>								
ERNS	TP		NR	NR	NR	NR	NR	0
<i>Lists of state- and tribal hazardous waste facilities</i>								
NY SHWS	1.000		0	0	1	3	NR	4
<i>Lists of state and tribal landfills and solid waste disposal facilities</i>								
NY SWF/LF	0.500		0	0	1	NR	NR	1
<i>Lists of state and tribal leaking storage tanks</i>								
INDIAN LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NY LTANKS	0.500		0	2	10	NR	NR	12
NY HIST LTANKS	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal registered storage tanks</i>								
FEMA UST	0.250		0	0	NR	NR	NR	0
NY UST	0.250		0	1	NR	NR	NR	1
NY CBS UST	0.250		0	0	NR	NR	NR	0
NY MOSF UST	0.500		0	0	0	NR	NR	0
NY MOSF	0.500		0	0	0	NR	NR	0
NY CBS	0.250		0	0	NR	NR	NR	0
NY AST	0.250		0	0	NR	NR	NR	0
NY CBS AST	0.250		0	0	NR	NR	NR	0
NY MOSF AST	0.500		0	0	0	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
NY TANKS	0.250		0	0	NR	NR	NR	0
<i>State and tribal institutional control / engineering control registries</i>								
NY RES DECL	0.125		0	NR	NR	NR	NR	0
NY ENG CONTROLS	0.500		0	0	4	NR	NR	4
NY INST CONTROL	0.500		0	0	4	NR	NR	4
<i>Lists of state and tribal voluntary cleanup sites</i>								
NY VCP	0.500		0	0	2	NR	NR	2
INDIAN VCP	0.500		0	0	0	NR	NR	0
<i>Lists of state and tribal brownfield sites</i>								
NY BROWNFIELDS	0.500		0	0	5	NR	NR	5
NY ERP	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
<i>Local Brownfield lists</i>								
US BROWNFIELDS	0.500		0	0	1	NR	NR	1
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
NY SWTIRE	0.500		0	0	0	NR	NR	0
NY SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
NY DEL SHWS	1.000		0	0	1	0	NR	1
US CDL	TP		NR	NR	NR	NR	NR	0
NY PFAS	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Local Lists of Registered Storage Tanks								
NY HIST UST	0.250		0	0	NR	NR	NR	0
NY HIST AST	TP		NR	NR	NR	NR	NR	0
Local Land Records								
NY LIENS	TP		NR	NR	NR	NR	NR	0
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
NY Spills	0.125	2	14	NR	NR	NR	NR	16
NY Hist Spills	0.125		0	NR	NR	NR	NR	0
NY SPILLS 90	0.125		0	NR	NR	NR	NR	0
NY SPILLS 80	0.125		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		1	3	NR	NR	NR	4
FUDS	1.000		0	1	0	0	NR	1
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		1	0	0	0	NR	1
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP	1	NR	NR	NR	NR	NR	1
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP	1	NR	NR	NR	NR	NR	1
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		1	0	0	0	NR	1
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP	1	NR	NR	NR	NR	NR	1
DOCKET HWC	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
ECHO	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
NY AIRS	TP		NR	NR	NR	NR	NR	0
NY COAL ASH	0.500		0	0	0	NR	NR	0
NY DRYCLEANERS	0.250		0	0	NR	NR	NR	0
NY E DESIGNATION	0.125		0	NR	NR	NR	NR	0
NY Financial Assurance	TP		NR	NR	NR	NR	NR	0
NY HSWDS	0.500		0	1	1	NR	NR	2
NY MANIFEST	0.250		1	4	NR	NR	NR	5
NJ MANIFEST	0.250		0	1	NR	NR	NR	1
NY SPDES	TP		NR	NR	NR	NR	NR	0
NY VAPOR REOPENED	0.500		0	0	0	NR	NR	0
NY UIC	TP		NR	NR	NR	NR	NR	0
NY COOLING TOWERS	TP		NR	NR	NR	NR	NR	0
NY LEAD	TP		NR	NR	NR	NR	NR	0
MINES MRDS	TP		NR	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	3	0	NR	3
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		1	NR	NR	NR	NR	1

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

NY RGA HWS	TP		NR	NR	NR	NR	NR	0
NY RGA LF	TP		NR	NR	NR	NR	NR	0

- Totals --		5	24	15	33	3	0	80
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NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A1
Target
Property **RIP VAN WINKLE**
 10 RINALDI BLVD
 POUGHKEEPSIE, NY 12601

FINDS **1016289538**
 N/A

Site 1 of 4 in cluster A

Actual:
42 ft.

FINDS:
Registry ID: 110011538595

Click Here:

Environmental Interest/Information System:

NCDB (National Compliance Data Base) supports implementation of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Toxic Substances Control Act (TSCA). The system tracks inspections in regions and states with cooperative agreements, enforcement actions, and settlements.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

A2
Target
Property **RIP VAN WINKLE**
 10 RINALDI BLVD
 POUGHKEEPSIE, NY 12601

FTTS **1006278928**
HIST FTTS **N/A**

Site 2 of 4 in cluster A

Actual:
42 ft.

FTTS INSP:
Inspection Number: 200201230018 3
Region: 02
Inspection Date: 01/23/02
Inspector: R. SYKES, SN
Violation occurred: No
Investigation Type: Lead, Section 1018, SEE
Investigation Reason: Neutral Scheme, Region
Legislation Code: TSCA
Facility Function: Landlord/Renter Facility

HIST FTTS INSP:
Inspection Number: 200201230018 3
Region: 02
Inspection Date: Not reported
Inspector: R. SYKES, SN
Violation occurred: No
Investigation Type: Lead, Section 1018, SEE
Investigation Reason: Neutral Scheme, Region
Legislation Code: TSCA
Facility Function: Landlord/Renter Facility

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A3
Target
Property

WARAYAS PARK
MAIN STREET
POUGHKEEPSIE, NY

NY Spills **S102154934**
N/A

Site 3 of 4 in cluster A

Actual:
19 ft.

SPILLS:

Name: WARAYAS PARK
Address: MAIN STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9400561 / 1994-04-13
Facility ID: 9400561
Facility Type: ER
DER Facility ID: 276244
Site ID: 287111
DEC Region: 3
Spill Cause: Human Error
Spill Class: C3
SWIS: 1400
Spill Date: 1993-11-15
Investigator: dxtraver
Referred To: Not reported
Reported to Dept: 1994-04-13
CID: Not reported
Water Affected: HUDSON RIVER
Spill Source: Commercial/Industrial
Spill Notifier: Local Agency
Cleanup Ceased: 1994-04-13
Cleanup Meets Std: False
Last Inspection: 1994-12-30
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1994-04-15
Spill Record Last Update: 2004-08-11
Spiller Name: Not reported
Spiller Company: CITY OF POUGH.
Spiller Address: Not reported
Spiller Company: 001
Contact Name: Not reported
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was D.Tr/V.Mc. This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 04/13/94, 'Phone' = - -, 'Site Insp' = 1994. "

Remarks: "NEW PUBLIC DOCK INSTALLED IN RIVER 11/93 PILINGS EMITTING PETROLEUM SHEEN INTO RIVER FROM CREOSOTE TREATMENT POUGHKEEPSIE HAD APPLIED TO DEC FOR PERMIT TO CONSTRUCT"

All Materials:

Site ID: 287111
Operable Unit ID: 998064
Operable Unit: 01
Material ID: 567192
Material Code: 0064A
Material Name: unknown material
Case No.: Not reported
Material FA: Other
Quantity: .00
Units: Not reported
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A4
Target
Property

WARYUS PARK
MAIN STREET
POUGHKEEPSIE, NY

NY Spills

S102154506
N/A

Site 4 of 4 in cluster A

Actual:
19 ft.

SPILLS:

Name: WARYUS PARK
Address: MAIN STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9304476 / 1993-07-13
Facility ID: 9304476
Facility Type: ER
DER Facility ID: 276244
Site ID: 287109
DEC Region: 3
Spill Cause: Unknown
Spill Class: B5
SWIS: 1400
Spill Date: 1993-07-08
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 1993-07-09
CID: Not reported
Water Affected: HUDSON RIVER
Spill Source: Unknown
Spill Notifier: Citizen
Cleanup Ceased: 1993-07-13
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: Not reported
Spill Record Last Update: 2003-12-02
Spiller Name: Not reported
Spiller Company: Not reported
Spiller Address: Not reported
Spiller Company: 001
Contact Name: Not reported
DEC Memo: ""
Remarks: "OILY PARTICALES NO SHEEN ONLY NOTICED ON EBB TIDE DCHD TO SEND
SOMEONE TO CHECK OUT"

All Materials:

Site ID: 287109
Operable Unit ID: 986022
Operable Unit: 01
Material ID: 397975
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: Not reported
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NPL
Region
West
< 1/8
147 ft.

HUDSON RIVER PCBS
NO STREET APPLICABLE
HUDSON RIVER, NY 12801

NPL
SEMS
RCRA-LQG
US ENG CONTROLS
US INST CONTROLS
NY Spills
ROD
PRP
CONSENT

1000384273
NYD980763841

NPL:

EPA Region: 2
EPA ID: NYD980763841
Site ID: 202229
Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
City,State,Zip: HUDSON RIVER, NY 12871
Federal: N
Final Date: 1984-09-21 00:00:00
Latitude: 43.1102
Longitude: -73.5765
Site Score: 54.659999999999997
NAI: Not reported
Native American Entity: Not reported

NPL:

NPL Status: Currently on the Final NPL
Substance ID: Not reported
CAS Number: Not reported
Substance: Not reported
Pathway: Not reported
Scoring: Not reported

NPL Status: Currently on the Final NPL
Substance ID: A046
CAS Number: 1336-36-3
Substance: POLYCHLORINATED BIPHENYLS
Pathway: AIR PATHWAY
Scoring: 4

NPL Status: Currently on the Final NPL
Substance ID: A046
CAS Number: 1336-36-3
Substance: POLYCHLORINATED BIPHENYLS
Pathway: SURFACE WATER PATHWAY
Scoring: 4

Summary Details:

Conditions at listing September 1983): The Hudson River PCBs Site is a 40-mile stretch of the Hudson River between Mechanicville and Fort Edward, New York. General Electric Co. discharged an estimated 1.1 million pounds of PCBs into this stretch of river. The State has identified 40 hot spots, defined as sediments contaminated with greater than 50 parts per million ppm) of PCBs. Also included in the site are five remnant areas, which are river sediments exposed when the level of the river was lowered due to removal of the Fort Edward Dam. The State has taken initial measures to stabilize the remnant areas from erosion. In September 1980, Congress passed an amendment to the Clean Water Act (CWA) that included the Hudson River PCB Reclamation Demonstration Project. Under this legislation, the EPA

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Administrator could authorize a 75 percent grant, not to exceed 20 million. EPA issued a final Environmental Impact Statement in October 1982 evaluating various dredging alternatives for a demonstration project. EPA has prepared a feasibility study to evaluate alternative remedial actions under CERCLA. The Administrator has determined that CERCLA funds may be used for remedial action at the remnant areas and for evaluating the effectiveness of the water supply system at Waterford, New York. Status June 1984): EPA has completed a draft feasibility study identifying alternatives for remedial action. A search for parties potentially responsible for wastes associated with the site has been completed, and EPA has sent letters to two potentially responsible parties notifying them of possible legal action under CERCLA.

NPL:

NPL Status: Currently on the Final NPL
Category Description: Depth To Aquifer <= 10 Feet
Category Value: 0

NPL Status: Currently on the Final NPL
Category Description: Distance To Nearest Population > 0 And <= 1/4 Mile
Category Value: 10

NPL:

NPL Name: HUDSON RIVER PCBS

NPL:

EPA Region: 02
Site ID: 0202229
Site Status: F
Federal Site: N
Date Deleted: Not reported
Date Finalized: 09/21/84
Date Proposed: 09/08/83

NPL:

Proposed Date: 09/08/1983
Final Date: 09/21/1984
Deleted Date: Not reported
NPL Status: Final

SEMS:

Site ID: 0202229
EPA ID: NYD980763841
Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
Address 2: Not reported
City, State, Zip: HUDSON RIVER, NY 12871-2834
Cong District: 21
FIPS Code: 36115
Latitude: +43.110200
Longitude: -073.576500
FF: N
NPL: Currently on the Final NPL
Non NPL Status: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

SEMS Detail:

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 03
Action Code: RS
Action Name: RV ASSESS
SEQ: 4
Start Date: 1998-10-14 04:00:00
Finish Date: 1/7/1999 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 02
Action Code: CO
Action Name: RI/FS
SEQ: 2
Start Date: 1990-07-25 04:00:00
Finish Date: 2/1/2002 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: FE
Action Name: 5 YEAR
SEQ: 1
Start Date: 2012-06-01 05:00:00
Finish Date: 6/1/2012 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: SS
Action Name: ESI RI
SEQ: 1
Start Date: 2002-06-30 04:00:00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Finish Date: 8/31/2005 4:00:00 AM
Qual: W
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: AR
Action Name: ADMIN REC
SEQ: 2
Start Date: 2000-03-28 05:00:00
Finish Date: Not reported
Qual: V
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 01
Action Code: RO
Action Name: ROD
SEQ: 1
Start Date: 1984-09-25 05:00:00
Finish Date: 9/25/1984 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 03
Action Code: RS
Action Name: RV ASSESS
SEQ: 3
Start Date: 1998-06-03 04:00:00
Finish Date: 6/24/1999 4:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: CR

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Action Name:	CI
SEQ:	3
Start Date:	2005-11-07 05:00:00
Finish Date:	Not reported
Qual:	Not reported
Current Action Lead:	EPA Perf
Region:	02
Site ID:	0202229
EPA ID:	NYD980763841
Site Name:	HUDSON RIVER PCBS
NPL:	F
FF:	N
OU:	03
Action Code:	RV
Action Name:	RMVL
SEQ:	1
Start Date:	1999-10-06 04:00:00
Finish Date:	9/14/2001 4:00:00 AM
Qual:	S
Current Action Lead:	EPA Perf
Region:	02
Site ID:	0202229
EPA ID:	NYD980763841
Site Name:	HUDSON RIVER PCBS
NPL:	F
FF:	N
OU:	02
Action Code:	AR
Action Name:	ADMIN REC
SEQ:	1
Start Date:	1992-04-24 04:00:00
Finish Date:	Not reported
Qual:	E
Current Action Lead:	EPA Perf
Region:	02
Site ID:	0202229
EPA ID:	NYD980763841
Site Name:	HUDSON RIVER PCBS
NPL:	F
FF:	N
OU:	00
Action Code:	RS
Action Name:	RV ASSESS
SEQ:	1
Start Date:	1990-04-17 04:00:00
Finish Date:	8/21/1990 4:00:00 AM
Qual:	S
Current Action Lead:	EPA Perf
Region:	02
Site ID:	0202229
EPA ID:	NYD980763841
Site Name:	HUDSON RIVER PCBS
NPL:	F

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

FF: N
OU: 02
Action Code: RO
Action Name: ROD
SEQ: 2
Start Date: 2002-02-01 05:00:00
Finish Date: 2/1/2002 5:00:00 AM
Qual: R
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: NF
Action Name: NPL FINL
SEQ: 1
Start Date: 1984-09-21 05:00:00
Finish Date: 9/21/1984 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: SI
Action Name: SI
SEQ: 1
Start Date: 1983-08-01 04:00:00
Finish Date: 9/1/1983 4:00:00 AM
Qual: H
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 01
Action Code: CO
Action Name: RI/FS
SEQ: 1
Start Date: 1984-03-30 06:00:00
Finish Date: 9/25/1984 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: PA
Action Name: PA
SEQ: 1
Start Date: 1983-09-01 04:00:00
Finish Date: 9/1/1983 4:00:00 AM
Qual: L
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: MA
Action Name: ST COOP
SEQ: 2
Start Date: 1991-02-22 05:00:00
Finish Date: 4/3/2007 4:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: DS
Action Name: DISCVRY
SEQ: 1
Start Date: 1983-07-01 04:00:00
Finish Date: 7/1/1983 4:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: TG
Action Name: TA GRANT
SEQ: 1
Start Date: 1995-09-29 04:00:00
Finish Date: 9/20/2005 4:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 02
Action Code: RA
Action Name: RA
SEQ: 3
Start Date: 2008-12-04 05:00:00
Finish Date: 12/23/2009 5:00:00 AM
Qual: FR
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: FE
Action Name: 5 YEAR
SEQ: 2
Start Date: 2016-03-29 05:00:00
Finish Date: 4/11/2019 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: CR
Action Name: CI
SEQ: 1
Start Date: 1991-09-30 04:00:00
Finish Date: Not reported
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: CR
Action Name: CI
SEQ: 2
Start Date: 2002-03-25 05:00:00
Finish Date: 11/2/2006 5:00:00 AM

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 01
Action Code: RD
Action Name: RD
SEQ: 2
Start Date: 1989-02-02 05:00:00
Finish Date: 6/5/1989 4:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 03
Action Code: RS
Action Name: RV ASSESS
SEQ: 2
Start Date: 1992-11-19 05:00:00
Finish Date: 12/1/1992 5:00:00 AM
Qual: S
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: NP
Action Name: PROPOSED
SEQ: 1
Start Date: 1983-09-08 04:00:00
Finish Date: 9/8/1983 4:00:00 AM
Qual: Not reported
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 02
Action Code: RA
Action Name: RA

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

SEQ: 2
Start Date: 2008-05-09 04:00:00
Finish Date: 11/24/2009 5:00:00 AM
Qual: FR
Current Action Lead: EPA Perf

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 02
Action Code: BE
Action Name: PRP RD
SEQ: 6
Start Date: 2003-08-14 04:00:00
Finish Date: 4/26/2011 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 02
Action Code: BE
Action Name: PRP RD
SEQ: 3
Start Date: 2002-07-23 04:00:00
Finish Date: Not reported
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 02
Action Code: BE
Action Name: PRP RD
SEQ: 4
Start Date: 2003-08-14 04:00:00
Finish Date: 1/25/2008 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

OU: 02
Action Code: BF
Action Name: PRP RA
SEQ: 4
Start Date: 2010-12-31 05:00:00
Finish Date: 4/11/2019 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 02
Action Code: BF
Action Name: PRP RA
SEQ: 3
Start Date: 2005-09-06 04:00:00
Finish Date: 9/4/2012 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 04
Action Code: BB
Action Name: PRP RV
SEQ: 1
Start Date: 2007-09-11 04:00:00
Finish Date: 4/10/2012 4:00:00 AM
Qual: S
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 02
Action Code: OM
Action Name: OM
SEQ: 1
Start Date: 2019-04-11 05:00:00
Finish Date: Not reported
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 01
Action Code: BF
Action Name: PRP RA
SEQ: 1
Start Date: 1989-10-13 04:00:00
Finish Date: 9/29/1992 4:00:00 AM
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 04
Action Code: BD
Action Name: PRP RI/FS
SEQ: 1
Start Date: 2008-09-08 04:00:00
Finish Date: Not reported
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 01
Action Code: BF
Action Name: PRP RA
SEQ: 2
Start Date: 1990-09-28 04:00:00
Finish Date: 9/29/1992 4:00:00 AM
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 01
Action Code: BE
Action Name: PRP RD
SEQ: 1
Start Date: 1989-05-18 04:00:00
Finish Date: 1/7/1991 5:00:00 AM
Qual: Not reported
Current Action Lead: EPA Ovrsght

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 01
Action Code: BE
Action Name: PRP RD
SEQ: 2
Start Date: 1989-09-27 04:00:00
Finish Date: 9/28/1990 4:00:00 AM
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: EL
Action Name: PRP CR
SEQ: 1
Start Date: 1989-07-07 04:00:00
Finish Date: Not reported
Qual: Not reported
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 00
Action Code: PJ
Action Name: RP EM REM
SEQ: 1
Start Date: 2007-08-24 04:00:00
Finish Date: 8/27/2007 4:00:00 AM
Qual: C
Current Action Lead: EPA Ovrsght

Region: 02
Site ID: 0202229
EPA ID: NYD980763841
Site Name: HUDSON RIVER PCBS
NPL: F
FF: N
OU: 01
Action Code: RD
Action Name: RD
SEQ: 1
Start Date: 1984-09-28 05:00:00
Finish Date: 5/18/1990 4:00:00 AM

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Qual: Not reported
Current Action Lead: St Perf

RCRA-LQG:

Date Form Received by Agency: 20180215
Handler Name: GE HUDSON RIVER SEDIMENT REMEDIATION PROCESSING AND TRANSPORTATION FACILITY
Handler Address: 446 LOCK 8 WAY
Handler City,State,Zip: HUDSON FALLS, NY 12839
EPA ID: NYD980763841
Contact Name: ROBERT G GIBSON
Contact Address: RIVER ROAD
Contact City,State,Zip: SCHENECTADY, NY 12345
Contact Telephone: 518-388-7505
Contact Fax: Not reported
Contact Email: BOB.GIBSON@GE.COM
Contact Title: SENIOR PROJECT MANAGER
EPA Region: 02
Land Type: Other
Federal Waste Generator Description: Large Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: 2017
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: NY
State District: NYSDEC R5
Mailing Address: RIVER ROAD
Mailing City,State,Zip: SCHENECTADY, NY 12345
Owner Name: SEE COMMENTS IN SECTION 18
Owner Type: Other
Operator Name: GENERAL ELECTRIC COMPANY
Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline

Map ID
Direction
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MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20181106
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Biennial: List of Years

Year: 2017

[Click Here for Biennial Reporting System Data:](#)

Year: 2013

[Click Here for Biennial Reporting System Data:](#)

Year: 2011

[Click Here for Biennial Reporting System Data:](#)

Year: 2009

[Click Here for Biennial Reporting System Data:](#)

Hazardous Waste Summary:

Waste Code:	D006
Waste Description:	CADMIUM

Waste Code:	D007
Waste Description:	CHROMIUM

Waste Code:	D008
Waste Description:	LEAD

Map ID
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MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name:	GENERAL ELECTRIC COMPANY
Legal Status:	Private
Date Became Current:	20070423
Date Ended Current:	Not reported
Owner/Operator Address:	1 RIVER ROAD
Owner/Operator City,State,Zip:	SCHENECTADY, NY 12345
Owner/Operator Telephone:	518-388-7505
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	GENERAL ELECTRIC COMPANY
Legal Status:	Private
Date Became Current:	20070423
Date Ended Current:	Not reported
Owner/Operator Address:	9TH AVE SW
Owner/Operator City,State,Zip:	CALGARY T2P 4Z4
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	CANADIAN PACIFIC RR
Legal Status:	Private
Date Became Current:	20070423
Date Ended Current:	Not reported
Owner/Operator Address:	9TH AVE SW
Owner/Operator City,State,Zip:	CALGARY T2P 4Z4
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Operator
Owner/Operator Name:	GENERAL ELECTRIC COMPANY
Legal Status:	Private
Date Became Current:	20070423
Date Ended Current:	Not reported
Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	Not reported
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	USEPA
Legal Status:	Federal
Date Became Current:	20080604
Date Ended Current:	Not reported
Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	Not reported
Owner/Operator Telephone:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	SEE SECTION 11 COMMENTS
Legal Status:	State
Date Became Current:	20070502
Date Ended Current:	Not reported
Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	NY
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	SEE COMMENTS IN SECTION 18
Legal Status:	Other
Date Became Current:	20070204
Date Ended Current:	Not reported
Owner/Operator Address:	446 LOCK WAY
Owner/Operator City,State,Zip:	HUDSON FALLS, NY 12839
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	WCC LLC
Legal Status:	Private
Date Became Current:	20070402
Date Ended Current:	Not reported
Owner/Operator Address:	67 WILLOW GLEN
Owner/Operator City,State,Zip:	MECHANICVILLE, NY 12188
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	GE HUDSON RIVER SEDIMENT REMEDIATION
Legal Status:	Private
Date Became Current:	20070423
Date Ended Current:	Not reported
Owner/Operator Address:	381 BROADWAY
Owner/Operator City,State,Zip:	FORT EDWARD, NY 12828
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	GENERAL ELECTRIC CO
Legal Status:	Private
Date Became Current:	20070402
Date Ended Current:	Not reported

Map ID
Direction
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Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Owner/Operator Address:	Not reported
Owner/Operator City,State,Zip:	Not reported
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	GE HUDSON RIVER SEDIMENT REMEDIATION
Legal Status:	Private
Date Became Current:	20070423
Date Ended Current:	Not reported
Owner/Operator Address:	381 BROADWAY
Owner/Operator City,State,Zip:	FORT EDWARD, NY 12828
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	CANADIAN PACIFIC RAILROAD
Legal Status:	Private
Date Became Current:	20070502
Date Ended Current:	Not reported
Owner/Operator Address:	401 9TH AVE SW
Owner/Operator City,State,Zip:	CALGARY, AB T2P4Z4
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20100303
Handler Name:	GE HUDSON RIVER SEDIMENT REMEDIATION PROCESSING AND TRANSPORTATION FACILITY
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	Not reported
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	20120301
Handler Name:	GE HUDSON RIVER SEDIMENT REMEDIATION PROCESSING AND TRANSPORTATION FACILITY
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No

Map ID
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MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20140303
Handler Name: GE HUDSON RIVER SEDIMENT REMEDIATION PROCESSING AND TRANSPORTATION FACILITY

Federal Waste Generator Description: Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20180215
Handler Name: GE HUDSON RIVER SEDIMENT REMEDIATION PROCESSING AND TRANSPORTATION FACILITY

Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: No
Electronic Manifest Broker: No

Receive Date: 20060101
Handler Name: HUDSON RIVER PCBS (ROGERS ISLAND) USEPA
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: HUDSON RIVER PCBS (ROGERS ISLAND) USEPA
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Map ID
Direction
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MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Receive Date: 20080829
Handler Name: HUDSON RIVER PCBS (ROGERS ISLAND) SUPERFUND USEPA
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20010101
Handler Name: HUDSON RIVER PCBS (ROGERS ISLAND) USEPA
Federal Waste Generator Description: Large Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 56291
NAICS Description: REMEDIATION SERVICES

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

Site:

Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
Address 2: Not reported
City,State,Zip: HUDSON RIVER, NY 12871-2834
Event Code: Not reported
Action Taken Date: 02/01/2002
EPA ID: NYD980763841
Action Name: Record of Decision
Action ID: 2
Operable Unit: 02
Contaminated Media: Sediment
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 2002
NPL Status: Currently on the Final NPL

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

Media:
EPA ID: NYD980763841
Contaminated Media: Sediment
Action ID: 1
Operable Unit: 01
Action Name: Record of Decision
Action Taken Date: 09/25/1984
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 1984
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

EPA ID: NYD980763841
Contaminated Media: Sediment
Action ID: 1
Operable Unit: 01
Action Name: Record of Decision
Action Taken Date: 09/25/1984
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 1984
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

EPA ID: NYD980763841
Contaminated Media: Sediment
Action ID: 1
Operable Unit: 01
Action Name: Record of Decision
Action Taken Date: 09/25/1984
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 1984
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

EPA ID: NYD980763841
Contaminated Media: Sediment

Map ID
Direction
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MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Action ID: 1
Operable Unit: 01
Action Name: Record of Decision
Action Taken Date: 09/25/1984
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 1984
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

EPA ID: NYD980763841
Contaminated Media: Sediment
Action ID: 2
Operable Unit: 02
Action Name: Record of Decision
Action Taken Date: 02/01/2002
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 2002
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

EPA ID: NYD980763841
Contaminated Media: Sediment
Action ID: 2
Operable Unit: 02
Action Name: Record of Decision
Action Taken Date: 02/01/2002
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 2002
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

EPA ID: NYD980763841
Contaminated Media: Sediment
Action ID: 2
Operable Unit: 02
Action Name: Record of Decision
Action Taken Date: 02/01/2002
Event Code: Not reported
Contact Name: Not reported

Map ID
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MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 2002
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

EPA ID: NYD980763841
Contaminated Media: Surface Water
Action ID: 2
Operable Unit: 02
Action Name: Record of Decision
Action Taken Date: 02/01/2002
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 2002
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

EPA ID: NYD980763841
Contaminated Media: Surface Water
Action ID: 2
Operable Unit: 02
Action Name: Record of Decision
Action Taken Date: 02/01/2002
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 2002
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

EPA ID: NYD980763841
Contaminated Media: Sediment
Action ID: 2
Operable Unit: 02
Action Name: Record of Decision
Action Taken Date: 02/01/2002
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 2002
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N

Map ID
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MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Latitude: +43.110200
Longitude: -073.576500

US INST CONTROLS:

Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
Address 2: Not reported
City,State,Zip: HUDSON RIVER, NY 12871-2834
EPA ID: NYD980763841
Action Name: Record of Decision
Action ID: 2
Operable Unit: 02
Actual Date: 02/01/2002
Contaminated Media: Surface Water
Event Code: Not reported
Contact Name: Not reported
Contact Telephone: Not reported
Event: Not reported
Federal Facility: N
Fiscal Year: 2002
NPL Status: Currently on the Final NPL
Superfund Alternative Agreement: N
Latitude: +43.110200
Longitude: -073.576500

SPILLS:

Name: HUDSON RIVER
Address: HUDSON RIVER
City,State,Zip: OSSINING, NY
Spill Number/Closed Date: 0308107 / 2003-10-31
Facility ID: 0308107
Facility Type: ER
DER Facility ID: 278391
Site ID: 237813
DEC Region: 3
Spill Cause: Abandoned Drums
Spill Class: D4
SWIS: 6000
Spill Date: 2003-10-31
Investigator: rxamato
Referred To: Not reported
Reported to Dept: 2003-10-31
CID: 297
Water Affected: HUDSON RIVER
Spill Source: Unknown
Spill Notifier: Federal Government
Cleanup Ceased: Not reported
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2003-10-31
Spill Record Last Update: 2003-11-06
Spiller Name: Not reported

Map ID
Direction
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Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Spiller Company: UNKNOWN
Spiller Address: Not reported
Spiller Company: 001
Contact Name: PETTY OFFICER HAWKINS
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was SMITH 10/31/03: MEG hired by USCG to remove test and dispose. Container did not leak."
Remarks: "CALL TO NRC REPORTING A 55 GALLON DRUM OF UNKNOWN PETROLEUM FLOATING - USCG IS REPOSNDING TO THE SITE"

All Materials:

Site ID: 237813
Operable Unit ID: 874400
Operable Unit: 01
Material ID: 501630
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: 55.00
Units: G
Recovered: .00
Oxygenate: Not reported

ROD:

Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
City,State,Zip: HUDSON RIVER, NY 12871
EPA ID: NYD980763841
RG: 2
Site ID: 202229
Action: GOVT Decision Document (ROD)
Operable Unit Number: REMNANT DEPOSIT CAPPING
SEQ ID: 1
Action Completion: 1984-09-25 00:00:00
NPL Status: Final
Non NPL Status: Not reported

Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
City,State,Zip: HUDSON RIVER, NY 12871
EPA ID: NYD980763841
RG: 2
Site ID: 202229
Action: GOVT Decision Document (ROD)
Operable Unit Number: REASSESSMENT RIVER
SEQ ID: 2
Action Completion: 2002-02-01 00:00:00
NPL Status: Final
Non NPL Status: Not reported

PRP:

PRP Name: DELAWARE AND HUDSON RAILWAY CO INC
GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC COMPANY

Map ID
Direction
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Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC COMPANY
GOLUB PROPERTIES OF WATERVLIET INC
NEW YORK STATE CANAL CORPORATION
NIAGARA MOHAWK POWER COMPANY
TOWN OF HALFMOON NEW YORK
VILLAGE OF STILLWATER
WATER COMMISSIONERS OF THE TOWN OF WATERFORD

CONSENT:

EPA ID: NYD980763841
Site ID: 0284
Case Title: U.S.V. GENERAL ELECTRIC COMPANY (HUDSON RIVER) (EPA-SUPERFUND)
Court Num: 05-1270
District: New York, North
Entered Date: 11/02/06
Name: HUDSON RIVER PCBS
Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
City,State,Zip: HUDSON RIVER, NY 12801
County: WASHINGTON

EPA ID: NYD980763841
Site ID: 0284
Case Title: U.S.V. GENERAL ELECTRIC COMPANY (HUDSON RIVER) (EPA-SUPERFUND)
Court Num: 05-1270
District: New York, North
Entered Date: 11/02/06
Name: HUDSON RIVER PCBS
Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
City,State,Zip: HUDSON RIVER, NY 12801
County: WASHINGTON

EPA ID: NYD980763841
Site ID: 0284
Case Title: U.S.V. GENERAL ELECTRIC COMPANY (HUDSON RIVER) (EPA-SUPERFUND)
Court Num: 05-1270
District: New York, North
Entered Date: 11/02/06
Name: HUDSON RIVER PCBS
Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
City,State,Zip: HUDSON RIVER, NY 12801
County: WASHINGTON

EPA ID: NYD980763841
Site ID: Not reported
Case Title: Not reported
Court Num: Not reported
District: Not reported
Entered Date: Not reported

Map ID
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MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER PCBS (Continued)

1000384273

Name: US V. GENERAL ELECTRIC COMPANY
Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
City,State,Zip: HUDSON RIVER, NY 12801
County: WASHINGTON

EPA ID: NYD980763841
Site ID: 0284
Case Title: U.S.V. GENERAL ELECTRIC COMPANY (HUDSON RIVER) (EPA-SUPERFUND)
Court Num: 05-1270
District: New York, North
Entered Date: 11/02/06
Name: HUDSON RIVER PCBS
Name: HUDSON RIVER PCBS
Address: NO STREET APPLICABLE
City,State,Zip: HUDSON RIVER, NY 12801
County: WASHINGTON

B5
North
< 1/8
0.006 mi.
30 ft.

METRO NO.-POK.
MAIN ST
POUGHKEEPSIE, NY

NY Spills S103936101
N/A

Site 1 of 9 in cluster B

Relative:
Lower

Actual:
25 ft.

SPILLS:
Name: METRO NO.-POK.
Address: MAIN ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9900377 / 1999-04-10
Facility ID: 9900377
Facility Type: ER
DER Facility ID: 196548
Site ID: 238802
DEC Region: 3
Spill Cause: Equipment Failure
Spill Class: C4
SWIS: 1446
Spill Date: 1999-04-10
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 1999-04-10
CID: 370
Water Affected: Not reported
Spill Source: Commercial Vehicle
Spill Notifier: Responsible Party
Cleanup Ceased: Not reported
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1999-04-10
Spill Record Last Update: 2004-08-11
Spiller Name: KEN MCHALE
Spiller Company: METRO NORTH RAILROAD
Spiller Address: 347 MADISON AV
Spiller Company: 001
Contact Name: KEN MCHALE

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

METRO NO.-POK. (Continued)

S103936101

DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MCCABE 4/14/99 K. MCHALE UPDATE. TWO DRUMS OF MATERIALS PICKED UP BY AET. CLEANUP COMPLETED. NFA This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 04/10/99, 'Phone' = 4/14/1999, 'Site Insp' = N/A. "

Remarks: "sight glass on fuel tank on engine broke spilling fuel to ground - spill contained cleanup crew enroute"

All Materials:

Site ID:	238802
Operable Unit ID:	1079134
Operable Unit:	01
Material ID:	307516
Material Code:	0008
Material Name:	diesel
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	25.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

B6
North
< 1/8
0.006 mi.
30 ft.

METRO NORTH:2 GAL.DIESEL
WATER ST/MAIN ST
POUGHKEEPSIE, NY

Site 2 of 9 in cluster B

NY Spills **S104787893**
N/A

Relative:
Lower

Actual:
25 ft.

SPILLS:

Name:	METRO NORTH:2 GAL.DIESEL
Address:	WATER ST/MAIN ST
City,State,Zip:	POUGHKEEPSIE, NY
Spill Number/Closed Date:	0005236 / 2000-08-02
Facility ID:	0005236
Facility Type:	ER
DER Facility ID:	176629
Site ID:	213198
DEC Region:	3
Spill Cause:	Equipment Failure
Spill Class:	C4
SWIS:	1446
Spill Date:	2000-08-01
Investigator:	vpmccabe
Referred To:	Not reported
Reported to Dept:	2000-08-01
CID:	281
Water Affected:	Not reported
Spill Source:	Commercial Vehicle
Spill Notifier:	Responsible Party
Cleanup Ceased:	Not reported
Cleanup Meets Std:	True
Last Inspection:	Not reported
Recommended Penalty:	False
UST Trust:	False
Remediation Phase:	0
Date Entered In Computer:	2000-08-01
Spill Record Last Update:	2004-08-11

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

METRO NORTH:2 GAL.DIESEL (Continued)

S104787893

Spiller Name: KEN MCHALE
Spiller Company: METRO-NORTH RAILROAD
Spiller Address: HARMON YARD-CROTON POINT
Spiller Company: 001
Contact Name: KEN MCHALE
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was
MCCABE/DECICCO 08/02/2000 CLOSED OUT AT DISPATCH DESK. NFA This spill
was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' =
08/01/00, 'Phone' = - -, 'Site Insp' = N/A. "

Remarks:

All Materials:

Site ID: 213198
Operable Unit ID: 826278
Operable Unit: 01
Material ID: 549966
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: 2.00
Units: G
Recovered: .00
Oxygenate: Not reported

B7
North
< 1/8
0.006 mi.
32 ft.

METRO NORTH: R.R. TRACKS
MAIN ST & WATER ST
POUGHKEEPSIE, NY

NY Spills S109415263
N/A

Site 3 of 9 in cluster B

Relative:
Lower

Actual:
26 ft.

SPILLS:
Name: METRO NORTH: R.R. TRACKS
Address: MAIN ST & WATER ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0812308 / 2009-02-13
Facility ID: 0812308
Facility Type: ER
DER Facility ID: 359181
Site ID: 409924
DEC Region: 3
Spill Cause: Equipment Failure
Spill Class: C4
SWIS: 1446
Spill Date: 2009-02-11
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 2009-02-11
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial Vehicle
Spill Notifier: Responsible Party
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: Not reported
UST Trust: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

METRO NORTH: R.R. TRACKS (Continued)

S109415263

Remediation Phase: 0
Date Entered In Computer: 2009-02-11
Spill Record Last Update: 2009-02-23
Spiller Name: KAREN TIMKO
Spiller Company: METRO NORTH
Spiller Address: MAIN ST & WATER ST
Spiller Company: 999
Contact Name: KAREN TIMKO
DEC Memo: "CLEAN IS BEING CONDUCTED BY MILLER. SPILL IS ONLY STONE. See 1 page update by V.Mc., inc. V.Mc.& M.M. site inspect.: clean up completed. NFA"

Remarks: "Caller states a hydraulic line failure on a service truck caused oil to spill onto the ballast. Cleanup is being done by Miller Environmental."

All Materials:
Site ID: 409924
Operable Unit ID: 1166416
Operable Unit: 01
Material ID: 2157874
Material Code: 0010
Material Name: hydraulic oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 10.00
Units: G
Recovered: Not reported
Oxygenate: Not reported

B8
North
< 1/8
0.006 mi.
32 ft.

METRONO.:POK.STA.
MAIN ST & N. WATER ST
POUGHKEEPSIE, NY
Site 4 of 9 in cluster B

NY Spills S103937150
N/A

Relative:
Lower

Actual:
26 ft.

SPILLS:
Name: METRONO.:POK.STA.
Address: MAIN ST & N. WATER ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9901597 / 2000-08-24
Facility ID: 9901597
Facility Type: ER
DER Facility ID: 88599
Site ID: 99735
DEC Region: 3
Spill Cause: Unknown
Spill Class: C4
SWIS: 1446
Spill Date: 1999-05-11
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 1999-05-11
CID: 322
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Affected Persons
Cleanup Ceased: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

METRONO.:POK.STA. (Continued)

S103937150

Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1999-05-11
Spill Record Last Update: 2004-08-11
Spiller Name: UNKNOWN
Spiller Company: Unknown
Spiller Address: UNKNOWN
Spiller Company: 999
Contact Name: Not reported
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MCCABE 5/11/99 NO KNOWN SOURCES. TO BE FURTHER INVESTIGATAION BY METRO NORTH AND DAY ENGINEERING. WILL REPORT BACK TO DEC WITH PLAN OF ACTION. 09/14/00 08/24/2000 LETTER SENT TO METRO NORTH BY M. MASTRO; NFA This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 05/11/99, 'Phone' = 6/21/1999, 'Site Insp' = N/A. "
Remarks: "in parking lot an excavation has dug up oily smelling soil -metro north has contacted their enviornmental specialist to have him determine the source - parking lot is to the west of the station "
All Materials:
Site ID: 99735
Operable Unit ID: 1080350
Operable Unit: 01
Material ID: 305133
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

B9
NNE
< 1/8
0.015 mi.
79 ft.

CONCRETE
37 MAIN ST
POUGHKEEPSIE, NY

Site 5 of 9 in cluster B

NY Spills **S125360967**
N/A

Relative:
Lower

Actual:
37 ft.

SPILLS:
Name: CONCRETE
Address: 37 MAIN ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 1907198 / Not Reported
Facility ID: 1907198
Facility Type: ER
DER Facility ID: 545145
Site ID: 595304
DEC Region: 3
Spill Cause: Equipment Failure
Spill Class: Not reported
SWIS: 1446
Spill Date: 2019-10-17
Investigator: MXLENN

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CONCRETE (Continued)

S125360967

Referred To: Not reported
Reported to Dept: 2019-10-17
CID: Not reported
Water Affected: Not reported
Spill Source: Private Dwelling
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 1
Date Entered In Computer: 2019-10-17
Spill Record Last Update: 2019-10-17
Spiller Name: Not reported
Spiller Company: TED GROSS
Spiller Address: 37 MAIN ST
Spiller Company: 001
Contact Name: RICH BLACKBURN
DEC Memo: "10/17/19 Yesterday morning Petro changed filter on furnace, last night the homeowner called that the gasket on the canister failed. Approx. 3 gallons oil leaked to rough, concrete floor. Petro techs have put down speedy dry and started cleanup. They will return on Saturday for final cleanup. No drains observed in basement, and believe the building is on municipal water. Left message for property owner to call duty desk. ga"

Remarks: "filter failure clean up has started"

All Materials:

Site ID: 595304
Operable Unit ID: 1342861
Operable Unit: 01
Material ID: 2352968
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 3.00
Units: G
Recovered: Not reported
Oxygenate: Not reported

B10
NNE
< 1/8
0.018 mi.
96 ft.

ROYAL KING CLEANERS
35 MAIN ST
POUGHKEEPSIE, NY 12601
Site 6 of 9 in cluster B

EDR Hist Cleaner **1018532851**
N/A

Relative:
Lower

EDR Hist Cleaner

Actual:
35 ft.

Year:	Name:	Type:
2005	ROYAL KING CLEANERS	Laundry And Drycleaner Agents
2006	ROYAL KING CLEANERS	Laundry And Drycleaner Agents
2007	ROYAL KING CLEANERS	Laundry And Drycleaner Agents
2008	ROYAL KING CLEANERS	Laundry And Drycleaner Agents

Map ID
Direction
Distance
Elevation

MAP FINDINGS

EDR ID Number
EPA ID Number

B11
NNE
< 1/8
0.018 mi.
96 ft.

DOOLEY SQUARE
35 MAIN STREET
POUGHKEEPSIE, NY
Site 7 of 9 in cluster B

NY Spills S106011497
N/A

Relative:
Lower

Actual:
35 ft.

SPILLS:

Name: DOOLEY SQUARE
Address: 35 MAIN STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0211387 / 2003-09-25
Facility ID: 0211387
Facility Type: ER
DER Facility ID: 138809
Site ID: 164633
DEC Region: 3
Spill Cause: Equipment Failure
Spill Class: C3
SWIS: 1446
Spill Date: 2003-02-14
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 2003-02-14
CID: 418
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2003-02-14
Spill Record Last Update: 2004-08-11
Spiller Name: CAROLINE BENEDICT
Spiller Company: DOOLEY SQUARE
Spiller Address: 35 MAIN STREET
Spiller Company: 001
Contact Name: CAROLINE BENEDICT
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MCCABE 02/19/2003 V. MCCABE SITE INSPECTION. 1K UST LIKELY GAS/DIESEL OUT OF SERVICE SINCE 1950'S. MENNIKEN EXCAVATOR TO PULL TANK. This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 02/14/03, 'Phone' = - -, 'Site Insp' = 3/10/2003. "
Remarks: "CONDUCTING A LIMITED PHASE 2 NOTED ODORS AND PID HITS AND BORINGS"

All Materials:

Site ID: 164633
Operable Unit ID: 862427
Operable Unit: 01
Material ID: 562893
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

EDR ID Number
EPA ID Number

B12
NE
< 1/8
0.018 mi.
97 ft.

TALMAHCON/METRON
MAIN ST
POUGHKEEPSIE, NY
Site 8 of 9 in cluster B

NY Spills S103273624
N/A

Relative:
Lower

Actual:
39 ft.

SPILLS:

Name: TALMAHCON/METRON
Address: MAIN ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9800703 / 1998-04-16
Facility ID: 9800703
Facility Type: ER
DER Facility ID: 196548
Site ID: 238799
DEC Region: 3
Spill Cause: Equipment Failure
Spill Class: C4
SWIS: 1446
Spill Date: 1998-04-16
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 1998-04-16
CID: 999
Water Affected: Not reported
Spill Source: Commercial Vehicle
Spill Notifier: Fire Department
Cleanup Ceased: Not reported
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1998-04-16
Spill Record Last Update: 2004-08-11
Spiller Name: Not reported
Spiller Company: TALMAH CONTRACTOR
Spiller Address: Not reported
Spiller Company: 001
Contact Name: Not reported
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was

Remarks:

MCCABE 04/16/98 SPILL CONTAINED WITH SPEEDI-DRY & SAND; STORM DRAIN
BLOCKED WITH SAND; CLEAN UP COMPLETE; This spill was updated
08/11/2004 from info in V. McCabe's data files. 'Date:' = 04/16/98,
'Phone' = 4/16/1998, 'Site Insp' = N/A. "
"WHILE WORKING ON SITE, CONTRACTOR EQUIPMENT HAD A LINE LEAK. APPROX
5 GAL OF HYDRO FLUID SPILLED ONTO GROUND. SPILL CONTAINED WITH SAND
CONTACTOR HANDLING CLEAN UP. FIRE DEPT RSPONDED AND DIRECTED AND
AIDED CLEAN UP."

All Materials:

Site ID: 238799
Operable Unit ID: 1058064
Operable Unit: 01
Material ID: 322652
Material Code: 0064A
Material Name: unknown material
Case No.: Not reported
Material FA: Other
Quantity: 15.00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

TALMAHCON/METRON (Continued)

S103273624

Units: G
Recovered: .00
Oxygenate: Not reported

B13
North
< 1/8
0.022 mi.
116 ft.

275 AST C/POK.
1 WATER ST
POUGHKEEPSIE, NY
Site 9 of 9 in cluster B

NY Spills **S108636434**
N/A

Relative:
Lower

Actual:
20 ft.

SPILLS:
Name: 275 AST C/POK.
Address: 1 WATER ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0700879 / 2007-04-30
Facility ID: 0700879
Facility Type: ER
DER Facility ID: 330167
Site ID: 380255
DEC Region: 3
Spill Cause: Unknown
Spill Class: C4
SWIS: 1446
Spill Date: 2007-04-22
Investigator: vpmccabe
Referred To: Not reported
Reported to Dept: 2007-04-22
CID: 78
Water Affected: HUDSON RIVER
Spill Source: Private Dwelling
Spill Notifier: DEC
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2007-04-23
Spill Record Last Update: 2007-05-01
Spiller Name: Not reported
Spiller Company: UNKNOWN WHOS AT FAULT
Spiller Address: Not reported
Spiller Company: 001
Contact Name: ECO HODOR
DEC Memo: "NFA"
Remarks: "tank truck dec officer enroute no other info "

All Materials:

Site ID: 380255
Operable Unit ID: 1137739
Operable Unit: 01
Material ID: 2127694
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 1000.00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

275 AST C/POK. (Continued)

S108636434

Units: G
Recovered: .00
Oxygenate: Not reported

14
NE
< 1/8
0.030 mi.
156 ft.

**NYSDOT BIN 1005301 & 1005302
RTE 9 OVER MAIN ST
POUGHKEEPSIE, NY 12603**

**RCRA NonGen / NLR 1000790684
NY MANIFEST NYD987021706**

**Relative:
Lower**

**Actual:
36 ft.**

RCRA NonGen / NLR:
Date Form Received by Agency: 20070101
Handler Name: NYSDOT BIN 1005301 & 1005302
Handler Address: RTE 9 OVER MAIN ST
Handler City,State,Zip: POUGHKEEPSIE, NY 12603
EPA ID: NYD987021706
Contact Name: RICHARD MANNS
Contact Address: BURNETT BLVD
Contact City,State,Zip: POUGHKEEPSIE, NY 12603
Contact Telephone: 914-431-5743
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 02
Land Type: State
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: NY
State District: NYSDEC R3
Mailing Address: BURNETT BLVD
Mailing City,State,Zip: POUGHKEEPSIE, NY 12603
Owner Name: NYSDOT
Owner Type: State
Operator Name: NYSDOT
Operator Type: State
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005301 & 1005302 (Continued)

1000790684

Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D000
Waste Description:	Not Defined

Waste Code:	D008
Waste Description:	LEAD

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name:	NYSDOT
Legal Status:	State
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, NY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005301 & 1005302 (Continued)

1000790684

Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	NYSDOT
Legal Status:	State
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, NY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	NYSDOT
Legal Status:	State
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, NY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20060101
Handler Name:	NYSDOT BIN 1005301 & 1005302
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070101
Handler Name:	NYSDOT BIN 1005301 & 1005302
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19921106
Handler Name:	NYSDOT BIN 1005301 & 1005302
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005301 & 1005302 (Continued)

1000790684

Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:	
NAICS Codes:	No NAICS Codes Found

Facility Has Received Notices of Violations:	
Violations:	No Violations Found

Evaluation Action Summary:	
Evaluations:	No Evaluations Found

NY MANIFEST:

Name:	NYSDOT BIN 1005301 & 1005302
Address:	RTE 9 OVER MAIN ST
City,State,Zip:	POUGHKEEPSIE, NY 12603
Country:	USA
EPA ID:	NYD987021706
Facility Status:	Not reported
Location Address 1:	RTE 9 OVER MAIN ST
Code:	BP
Location Address 2:	Not reported
Total Tanks:	Not reported
Location City:	POUGHKEEPSIE
Location State:	NY
Location Zip:	12603
Location Zip 4:	Not reported

NY MANIFEST:

EPAID:	NYD987021706
Mailing Name:	NYSDOT BIN 1005301 & 1005302
Mailing Contact:	N/S
Mailing Address 1:	4 BURNETT BLVD
Mailing Address 2:	Not reported
Mailing City:	POUGHKEEPSIE
Mailing State:	NY
Mailing Zip:	12603
Mailing Zip 4:	Not reported
Mailing Country:	USA
Mailing Phone:	8455756000

NY MANIFEST:

Document ID:	NJA4144312
Manifest Status:	Not reported
seq:	01
Year:	2002
Trans1 State ID:	S8424
Trans2 State ID:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005301 & 1005302 (Continued)

1000790684

Generator Ship Date: 11/21/2002
Trans1 Recv Date: 11/21/2002
Trans2 Recv Date: Not reported
TSD Site Recv Date: 11/21/2002
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD987021706
Trans1 EPA ID: NYD046765574
Trans2 EPA ID: Not reported
TSDF ID 1: NJD991291105
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D008 - LEAD 5.0 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 01500
Units: P - Pounds
Number of Containers: 003
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 01.00

15
NW
< 1/8
0.041 mi.
217 ft.

**HUDSON RIVER
MAIN STREET
POUGHKEEPSIE, NY**

**NY Spills S102153945
N/A**

**Relative:
Lower
Actual:
4 ft.**

SPILLS:
Name: HUDSON RIVER
Address: MAIN STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9003656 / 1990-07-01
Facility ID: 9003656
Facility Type: ER
DER Facility ID: 276244
Site ID: 287104
DEC Region: 3
Spill Cause: Unknown
Spill Class: Not reported
SWIS: 1400
Spill Date: 1990-07-01
Investigator: dxtraver

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HUDSON RIVER (Continued)

S102153945

Referred To: Not reported
Reported to Dept: 1990-07-01
CID: Not reported
Water Affected: HUDSON RIVER
Spill Source: Unknown
Spill Notifier: Citizen
Cleanup Ceased: 1990-07-01
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1990-07-03
Spill Record Last Update: 1990-08-08
Spiller Name: Not reported
Spiller Company: Not reported
Spiller Address: Not reported
Spiller Company: 001
Contact Name: Not reported
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was TRAVER "

Remarks: "NFA-- SAME AS SPILL NO. 9003281."

All Materials:

Site ID: 287104
Operable Unit ID: 943836
Operable Unit: 01
Material ID: 434797
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: Not reported
Recovered: .00
Oxygenate: Not reported

**16
North
< 1/8
0.079 mi.
416 ft.**

**PICK UP IN HUDSON RIVER
33 NORTH WATER ST
POUGHKEEPSIE, NY**

**NY Spills S111238864
N/A**

**Relative:
Lower**

SPILLS:

**Actual:
30 ft.**

Name: PICK UP IN HUDSON RIVER
Address: 33 NORTH WATER ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 1107628 / 2011-09-15
Facility ID: 1107628
Facility Type: ER
DER Facility ID: 409906
Site ID: 455335
DEC Region: 3
Spill Cause: Traffic Accident
Spill Class: D3
SWIS: 1413
Spill Date: 2011-09-15

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PICK UP IN HUDSON RIVER (Continued)

S111238864

Investigator: MBMASTRO
Referred To: Not reported
Reported to Dept: 2011-09-15
CID: Not reported
Water Affected: HUDSON RIVER
Spill Source: Passenger Vehicle
Spill Notifier: Fire Department
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2011-09-15
Spill Record Last Update: 2011-09-19
Spiller Name: CITY OF POUGHKEEPSIE FIRE DEPT
Spiller Company: PRIVATE VEH
Spiller Address: 33 NORTH WATER ST
Spiller Company: 999
Contact Name: CITY OF POUGHKEEPSIE FIRE DEPT
DEC Memo: "9/15/11: Spoke to PD, truck was removed from river with no sign of a spill, nfa...mm"
Remarks: "FD at scene with a private pickup that has rolled into the Hudson River. Water is up the the marker light at this time. Further info follow."

All Materials:
Site ID: 455335
Operable Unit ID: 1205484
Operable Unit: 01
Material ID: 2202322
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: Not reported
Recovered: Not reported
Oxygenate: Not reported

17
NNW
< 1/8
0.096 mi.
508 ft.

**WARAYAS PARK
MAIN ST
POUGHKEEPSIE, NY**

**NY Spills S102154607
N/A**

**Relative:
Lower
Actual:
2 ft.**

SPILLS:
Name: WARAYAS PARK
Address: MAIN ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9307088 / 1993-09-13
Facility ID: 9307088
Facility Type: ER
DER Facility ID: 196548
Site ID: 238796
DEC Region: 3
Spill Cause: Unknown

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

WARAYAS PARK (Continued)

S102154607

Spill Class: B3
SWIS: 1446
Spill Date: 1993-09-10
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 1993-09-10
CID: Not reported
Water Affected: HUDSON RIVER
Spill Source: Unknown
Spill Notifier: DEC
Cleanup Ceased: 1993-09-13
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: Not reported
Spill Record Last Update: 2004-09-16
Spiller Name: Not reported
Spiller Company: Not reported
Spiller Address: Not reported
Spiller Company: 001
Contact Name: Not reported
DEC Memo: ""
Remarks: "50' WIDE SLICK WITH HEAVY CLUMPS INSIDE SHEEN REQUEST IMMED. DEC RESPONSE CALLER IS FROM REG 2 OIL SPILLS ON BOAT IN RIVER MCCABE TO INVESTIGATE MINOR SWAMPSHEEN NOTED AROUND CLEARWATER SHIP DOCK"

All Materials:
Site ID: 238796
Operable Unit ID: 985537
Operable Unit: 01
Material ID: 393363
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: L
Recovered: .00
Oxygenate: Not reported

C18
NNE
< 1/8
0.103 mi.
542 ft.

METRONO:POK.STA.300GAL
POUGHKEEPSIE YARD
POUGHKEEPSIE, NY
Site 1 of 2 in cluster C

NY Spills S105058881
N/A

Relative:
Lower
Actual:
39 ft.

SPILLS:
Name: METRONO:POK.STA.300GAL
Address: POUGHKEEPSIE YARD
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0103929 / 2001-07-13
Facility ID: 0103929
Facility Type: ER
DER Facility ID: 185466
Site ID: 224402

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

METRONO:POK.STA.300GAL (Continued)

S105058881

DEC Region: 3
Spill Cause: Equipment Failure
Spill Class: C3
SWIS: 4000
Spill Date: 2001-07-12
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 2001-07-12
CID: 389
Water Affected: Not reported
Spill Source: Railroad Car
Spill Notifier: Responsible Party
Cleanup Ceased: Not reported
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2001-07-12
Spill Record Last Update: 2004-08-11
Spiller Name: KAREN TIMKO
Spiller Company: METRO NORTH COMMUTER RR
Spiller Address: 347 MADISON AVE
Spiller Company: 001
Contact Name: CALLER
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MCCABE 07/13/2001 SEE ONE PAGE UPDATE BY V. MCCABE. TWO PAGE UPDATE BY J. MCCARTHY. NO FURTHER ACTION. This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 07/12/01, 'Phone' = 7/18/2001, 'Site Insp' = 7/13/2001. "
Remarks: "caller reporting a spill from a line rupture spilling approx 300 gals of material clean up crew (fleet environmental) e/r from conn. no callback req. going to check out exact length of spill tomorrow am."
All Materials:
Site ID: 224402
Operable Unit ID: 842463
Operable Unit: 01
Material ID: 536002
Material Code: 0008
Material Name: diesel
Case No.: Not reported
Material FA: Petroleum
Quantity: 300.00
Units: G
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

C19
NNE
< 1/8
0.103 mi.
542 ft.
METRO-NORTH STATION
TRACK #4
POUGHKEEPSIE, NY
Site 2 of 2 in cluster C

NY Spills **S102151493**
N/A

Relative:
Lower

Actual:
39 ft.

SPILLS:

Name: METRO-NORTH STATION
Address: TRACK #4
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9005456 / 1990-10-30
Facility ID: 9005456
Facility Type: ER
DER Facility ID: 146053
Site ID: 173601
DEC Region: 3
Spill Cause: Equipment Failure
Spill Class: Not reported
SWIS: 1446
Spill Date: 1990-08-16
Investigator: dxtraver
Referred To: Not reported
Reported to Dept: 1990-08-16
CID: Not reported
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Citizen
Cleanup Ceased: 1990-10-30
Cleanup Meets Std: True
Last Inspection: 1990-08-20
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1990-08-20
Spill Record Last Update: 1992-01-23
Spiller Name: Not reported
Spiller Company: SAME
Spiller Address: Not reported
Spiller Company: 999
Contact Name: Not reported
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was TRAVER "

Remarks: "FREE PRODUCT NOTED IN AREA OF TRACK #4. METRO NORTH REQUIRED TO REMOVE CONT. BALLAST AND FREE PRODUCT. 8/20/90"

All Materials:

Site ID: 173601
Operable Unit ID: 942991
Operable Unit: 01
Material ID: 436499
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: Not reported
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

EDR ID Number
EPA ID Number

	Site	Database(s)	
20 SE 1/8-1/4 0.153 mi. 806 ft.	NYSDOT BIN 1005290 RTE 44 OVER RTE 9 POUGHKEEPSIE, NY 12601	RCRA NonGen / NLR	1000693721 NYD986998391
Relative: Higher	RCRA NonGen / NLR:		
Actual: 81 ft.	Date Form Received by Agency:	20070101	
	Handler Name:	NYSDOT BIN 1005290	
	Handler Address:	RTE 44 OVER RTE 9	
	Handler City,State,Zip:	POUGHKEEPSIE, NY 12601	
	EPA ID:	NYD986998391	
	Contact Name:	RICHARD MANNS	
	Contact Address:	BURNETT BLVD	
	Contact City,State,Zip:	POUGHKEEPSIE, NY 12603	
	Contact Telephone:	914-431-5743	
	Contact Fax:	Not reported	
	Contact Email:	Not reported	
	Contact Title:	Not reported	
	EPA Region:	02	
	Land Type:	State	
	Federal Waste Generator Description:	Not a generator, verified	
	Non-Notifier:	Not reported	
	Biennial Report Cycle:	Not reported	
	Accessibility:	Not reported	
	Active Site Indicator:	Not reported	
	State District Owner:	NY	
	State District:	NYSDEC R3	
	Mailing Address:	BURNETT BLVD	
	Mailing City,State,Zip:	POUGHKEEPSIE, NY 12603	
	Owner Name:	NYSDOT	
	Owner Type:	State	
	Operator Name:	NYSDOT	
	Operator Type:	State	
	Short-Term Generator Activity:	No	
	Importer Activity:	No	
	Mixed Waste Generator:	No	
	Transporter Activity:	No	
	Transfer Facility Activity:	No	
	Recycler Activity with Storage:	No	
	Small Quantity On-Site Burner Exemption:	No	
	Smelting Melting and Refining Furnace Exemption:	No	
	Underground Injection Control:	No	
	Off-Site Waste Receipt:	No	
	Universal Waste Indicator:	No	
	Universal Waste Destination Facility:	No	
	Federal Universal Waste:	No	
	Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported	
	Active Site Converter Treatment storage and Disposal Facility:	Not reported	
	Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported	
	Active Site State-Reg Handler:	---	
	Federal Facility Indicator:	Not reported	
	Hazardous Secondary Material Indicator:	NN	
	Sub-Part K Indicator:	Not reported	
	Commercial TSD Indicator:	No	
	Treatment Storage and Disposal Type:	Not reported	
	2018 GPRA Permit Baseline:	Not on the Baseline	
	2018 GPRA Renewals Baseline:	Not on the Baseline	
	Permit Renewals Workload Universe:	Not reported	

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005290 (Continued)

1000693721

Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D000
Waste Description:	Not Defined
Waste Code:	D008
Waste Description:	LEAD

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	NYSDOT
Legal Status:	State
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, NY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	NYSDOT
Legal Status:	State
Date Became Current:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005290 (Continued)

1000693721

Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, NY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	NYSDOT
Legal Status:	State
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, NY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20060101
Handler Name:	NYSDOT BIN 1005290
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070101
Handler Name:	NYSDOT BIN 1005290
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19920413
Handler Name:	NYSDOT BIN 1005290
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005290 (Continued)

1000693721

Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

21
NE
1/8-1/4
0.162 mi.
854 ft.

NYSDOT BIN 1005329
RTE 9 OVER FALLKILL CRK
POUGHKEEPSIE, NY 12601

RCRA-VSQG
NJ MANIFEST
NY MANIFEST

1000693722
NYD986998409

Relative:
Higher
Actual:
77 ft.

RCRA-VSQG:
Date Form Received by Agency: 20070101
Handler Name: NYSDOT BIN 1005329
Handler Address: RTE 9 OVER FALLKILL CRK
Handler City,State,Zip: POUGHKEEPSIE, NY 12601
EPA ID: NYD986998409
Contact Name: RICHARD MANNS
Contact Address: BURNETT BLVD
Contact City,State,Zip: POUGHKEEPSIE, NY 12603
Contact Telephone: 914-431-5743
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 02
Land Type: State
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities
State District Owner: NY
State District: NYSDEC R3
Mailing Address: BURNETT BLVD
Mailing City,State,Zip: POUGHKEEPSIE, NY 12603
Owner Name: NYSDOT
Owner Type: State
Operator Name: NYSDOT
Operator Type: State
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYS DOT BIN 1005329 (Continued)

1000693722

Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSD Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D000
Waste Description:	Not Defined

Waste Code:	D008
Waste Description:	LEAD

Handler - Owner Operator:

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005329 (Continued)

1000693722

Owner/Operator Indicator: Owner
Owner/Operator Name: NYSDOT
Legal Status: State
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: NOT REQUIRED
Owner/Operator City,State,Zip: NOT REQUIRED, NY 99999
Owner/Operator Telephone: 212-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: NYSDOT
Legal Status: State
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: NOT REQUIRED
Owner/Operator City,State,Zip: NOT REQUIRED, NY 99999
Owner/Operator Telephone: 212-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: NYSDOT
Legal Status: State
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: NOT REQUIRED
Owner/Operator City,State,Zip: NOT REQUIRED, NY 99999
Owner/Operator Telephone: 212-555-1212
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20060101
Handler Name: NYSDOT BIN 1005329
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: NYSDOT BIN 1005329
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005329 (Continued)

1000693722

Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported
Receive Date:	19920413
Handler Name:	NYSDOT BIN 1005329
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

NJ MANIFEST:

EPA Id:	NYD986998409
Mail Address:	P.O. BOX 570
Mail City/State/Zip:	LAKE KATRINE 12449
Facility Phone:	9143364462
Emergency Phone:	Not reported
Contact:	PATRICK E. NOLEN
Comments:	Not reported
SIC Code:	Not reported
County:	00
Municipal:	00
Previous EPA Id:	Not reported
Gen Flag:	X
Trans Flag:	Not reported
TSD Flag:	Not reported
Name Change:	Not reported
Date Change:	Not reported

Manifest:

Manifest Number:	NJA5047672
EPA ID:	NYD986998409
Date Shipped:	01/14/2004
TSD EPA ID:	NJD991291105
Transporter EPA ID:	NYD046765574
Transporter 2 EPA ID:	Not reported
Transporter 3 EPA ID:	Not reported
Transporter 4 EPA ID:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005329 (Continued)

1000693722

Transporter 5 EPA ID: Not reported
Transporter 6 EPA ID: Not reported
Transporter 7 EPA ID: Not reported
Transporter 8 EPA ID: Not reported
Transporter 9 EPA ID: Not reported
Transporter 10 EPA ID: Not reported
Date Trans1 Transported Waste: 01/14/2004
Date Trans2 Transported Waste: Not reported
Date Trans3 Transported Waste: Not reported
Date Trans4 Transported Waste: Not reported
Date Trans5 Transported Waste: Not reported
Date Trans6 Transported Waste: Not reported
Date Trans7 Transported Waste: Not reported
Date Trans8 Transported Waste: Not reported
Date Trans9 Transported Waste: Not reported
Date Trans10 Transported Waste: Not reported
Date TSDF Received Waste: 01/14/2004
TSDF EPA Facility Name: Not reported
QTY Units: Not reported
Transporter SEQ ID: Not reported
Transporter-1 Date: Not reported
Waste SEQ ID: Not reported
Waste Type Code 2: Not reported
Waste Type Code 3: Not reported
Waste Type Code 4: Not reported
Waste Type Code 5: Not reported
Waste Type Code 6: Not reported
Date Accepted: Not reported
Manifest Discrepancy Type: Not reported
Data Entry Number: 03090421
Was Load Rejected: LAKE KATRINE 12449
Reason Load Was Rejected: Not reported

Manifest Number: NJA5222999
EPA ID: NYD986998409
Date Shipped: 01/25/2005
TSDF EPA ID: NJD991291105
Transporter EPA ID: NYD046765574
Transporter 2 EPA ID: Not reported
Transporter 3 EPA ID: Not reported
Transporter 4 EPA ID: Not reported
Transporter 5 EPA ID: Not reported
Transporter 6 EPA ID: Not reported
Transporter 7 EPA ID: Not reported
Transporter 8 EPA ID: Not reported
Transporter 9 EPA ID: Not reported
Transporter 10 EPA ID: Not reported
Date Trans1 Transported Waste: 01/25/2005
Date Trans2 Transported Waste: Not reported
Date Trans3 Transported Waste: Not reported
Date Trans4 Transported Waste: Not reported
Date Trans5 Transported Waste: Not reported
Date Trans6 Transported Waste: Not reported
Date Trans7 Transported Waste: Not reported
Date Trans8 Transported Waste: Not reported
Date Trans9 Transported Waste: Not reported
Date Trans10 Transported Waste: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005329 (Continued)

1000693722

Date TSDF Received Waste: 01/26/2005
TSDF EPA Facility Name: Not reported
QTY Units: Not reported
Transporter SEQ ID: Not reported
Transporter-1 Date: Not reported
Waste SEQ ID: Not reported
Waste Type Code 2: Not reported
Waste Type Code 3: Not reported
Waste Type Code 4: Not reported
Waste Type Code 5: Not reported
Waste Type Code 6: Not reported
Date Accepted: Not reported
Manifest Discrepancy Type: Not reported
Data Entry Number: 03140521
Was Load Rejected: LAKE KATRINE 12449
Reason Load Was Rejected: Not reported

NY MANIFEST:

Name: NYSDOT
Address: RTE 9 OVER FALLKILL CRK
City,State,Zip: POUGHKEEPSIE, NY 12601
Country: USA
EPA ID: NYD986998409
Facility Status: Not reported
Location Address 1: D257723-BR 1 RT 113 & RT 9
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: POUGHKEEPIE
Location State: NY
Location Zip: Not reported
Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD986998409
Mailing Name: NYSDOT
Mailing Contact: PATRICK NOLAN
Mailing Address 1: PO BOX 570
Mailing Address 2: Not reported
Mailing City: LAKE KATRINE
Mailing State: NY
Mailing Zip: 12449
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 9143364462

NY MANIFEST:

Document ID: NJA5222999
Manifest Status: Not reported
seq: Not reported
Year: 2005
Trans1 State ID: NYD046765574
Trans2 State ID: Not reported
Generator Ship Date: 01/25/2005
Trans1 Recv Date: 01/25/2005

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDOT BIN 1005329 (Continued)

1000693722

Trans2 Recv Date: Not reported
TSD Site Recv Date: 01/26/2005
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD986998409
Trans1 EPA ID: S8424
Trans2 EPA ID: Not reported
TSD ID 1: NJD991291105
TSD ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D008 - LEAD 5.0 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00150
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 01.00

D22
NE
1/8-1/4
0.175 mi.
922 ft.

POK. FIRE HOUSE
MAIN ST
POUGHKEEPSIE, NY
Site 1 of 3 in cluster D

NY LTANKS **S104621505**
N/A

Relative:
Higher
Actual:
110 ft.

LTANKS:
Name: POK. FIRE HOUSE
Address: MAIN ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0001246 / 2002-04-02
Facility ID: 0001246
Site ID: 238789
Spill Date: 2000-05-01
Spill Cause: Tank Test Failure
Spill Source: Institutional, Educational, Gov., Other
Spill Class: C4
Cleanup Ceased: Not reported
SWIS: 1446
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 2000-05-01
CID: 281

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

POK. FIRE HOUSE (Continued)

S104621505

Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False
Meets Standard:	True
UST Involvement:	False
Remediation Phase:	0
Date Entered In Computer:	2000-05-01
Spill Record Last Update:	2004-08-11
Spiller Name:	KEN ROSA
Spiller Company:	POUGHKEEPSIE FIRE DEPT
Spiller Address:	MAIN ST
Spiller County:	001
Spiller Contact:	KEN ROSA
Spiller Phone:	(914) 451-4112
Spiller Extention:	Not reported
DEC Region:	3
DER Facility ID:	196548
DEC Memo:	"Prior to Sept, 2004 data translation this spill Lead_DEC Field was MCCABE This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 05/01/00, 'Phone' = 8/16/2001, 'Site Insp' = N/A. "
Remarks:	"TANK TEST FAILURE AT ABOVE LOCATION. TANK TO BE UNCOVERED,ISOLATED AND RETESTED. CITY ADVISED OF TEST RESULTS."

All TTF:

Facility ID:	0001246
Spill Number:	0001246
Spill Tank Test:	1525540
Site ID:	238789
Tank Number:	1
Tank Size:	1000
Material:	0001
EPA UST:	Not reported
UST:	Not reported
Cause:	Not reported
Source:	Not reported
Test Method:	20
Test Method 2:	USTest 2000/P/LL plus USTest 2000/U
Leak Rate:	.00
Gross Fail:	Not reported
Modified By:	Spills
Last Modified Date:	Not reported

All Materials:

Site ID:	238789
Operable Unit ID:	822891
Operable Unit:	01
Material ID:	289468
Material Code:	0001A
Material Name:	#2 fuel oil
Case No.:	Not reported
Material FA:	Petroleum
Quantity:	.00
Units:	G
Recovered:	.00
Oxygenate:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

EDR ID Number
EPA ID Number

D23
ENE
1/8-1/4
0.178 mi.
940 ft.

NYSDEC
18 N CLOVER
POUGHKEEPSIE, NY 12603

Site 2 of 3 in cluster D

NY MANIFEST **1009235192**
 N/A

Relative:
Higher

Actual:
109 ft.

NY MANIFEST:
Name: NYSDEC
Address: 18 N CLOVER
City,State,Zip: POUGHKEEPSIE, NY 12603
Country: USA
EPA ID: NYP003600095
Facility Status: Not reported
Location Address 1: 18 N CLOVER
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: POUGHKEEPSIE
Location State: NY
Location Zip: 12603
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYP003600095
Mailing Name: NYSDEC
Mailing Contact: NYSDEC
Mailing Address 1: 625 BROADWAY
Mailing Address 2: Not reported
Mailing City: ALBANY
Mailing State: NY
Mailing Zip: 12233
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 5184029543

NY MANIFEST:
Document ID: NYA7202268
Manifest Status: C
seq: Not reported
Year: 1989
Trans1 State ID: 000000000
Trans2 State ID: 000000000
Generator Ship Date: 05/16/1989
Trans1 Recv Date: 05/16/1989
Trans2 Recv Date: 05/17/1989
TSD Site Recv Date: 05/19/1989
Part A Recv Date: 06/06/1989
Part B Recv Date: 06/06/1989
Generator EPA ID: NYP003600095
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: NYD980761191
TSDF ID 1: NYD013277454
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDEC (Continued)

1009235192

Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D001 - NON-LISTED IGNITABLE WASTES
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00045
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: R Material recovery of more than 75 percent of the total material.
Specific Gravity: 100

24
South
1/8-1/4
0.179 mi.
944 ft.

POUGHKEEPSIE NAVINDRES

FUDS 1024899294
N/A

POUGHKEEPSIE, NY

Relative:
Higher
Actual:
45 ft.

FUDS:
EPA Region: 2
Installation ID: NY29799F125400
Congressional District Number: 18
Name: POUGHKEEPSIE NAVINDRES
FUDS Number: C02NY0748
City: POUGHKEEPSIE
State: NY
County: DUTCHESS
Object ID: 3621
USACE Division: NAD
USACE District: New England District (NAE)
Status: Properties without projects
Current Owner: Not reported
EMS Map Link: <https://fudportal.usace.army.mil/ems/ems/inventory/map/map?id=59182>
Eligibility: Eligible
Has Projects: No
NPL Status: Not on the NPL
Property History: The Naval Industrial Reserve Ordnance Plant was located in the City of Poughkeepsie, Dutchess County, New York. In the early 1940's, Reconstruction Finance Corporation (RFC) acquired 10.6 acres fee, purchased and installed the machinery necessary for the production of ordnance. RFC designated the site as Plancor 2351. The Plant was used from November 1947 to March 1957 to produce 5 inch, 38 caliber projectiles.

Project Required: No
Feature Description: Not reported
Latitude: 41.701388889999997
Longitude: -73.939999999999998

Map ID
Direction
Distance
Elevation

MAP FINDINGS

EDR ID Number
EPA ID Number

25
ENE
1/8-1/4
0.189 mi.
998 ft.

APT. MILANESE
111 MAIN STREET
POUGHKEEPSIE, NY

NY LTANKS

S100879045
N/A

Relative:
Higher

Actual:
107 ft.

LTANKS:

Name: APT. MILANESE
Address: 111 MAIN STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9312029 / 1994-01-19
Facility ID: 9312029
Site ID: 110554
Spill Date: 1994-01-12
Spill Cause: Tank Failure
Spill Source: Commercial/Industrial
Spill Class: C3
Cleanup Ceased: 1994-01-19
SWIS: 1446
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 1994-01-12
CID: Not reported
Water Affected: Not reported
Spill Notifier: Other
Last Inspection: 1994-01-19
Recommended Penalty: False
Meets Standard: True
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 1994-01-14
Spill Record Last Update: 1994-09-27
Spiller Name: Not reported
Spiller Company: Not reported
Spiller Address: Not reported
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extension: Not reported
DEC Region: 3
DER Facility ID: 96814
DEC Memo: ""
Remarks: "SPILL CONTAINED ON DIRT FLOOR OF CELLAR EMPTYING FUEL TANK AND
INSTALLING TEMP TANK.SEE 1 PAGE UPDATE BY V.MC. 1-19-94:V.MC.SITE
INSP W/MR MILANESE;NEW TANK BEING INSTALLED & OLD TK TO BE
REMOVED.NFA"

All Materials:

Site ID: 110554
Operable Unit ID: 994032
Operable Unit: 01
Material ID: 391034
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 15.00
Units: G
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site Database(s) EDR ID Number
EPA ID Number

D26 **POUGHKEEPSIE DAY CARE CENTER**
NE **36 N CLOVER ST**
1/8-1/4 **POUGHKEEPSIE, NY 12601**
0.214 mi.
1132 ft. **Site 3 of 3 in cluster D**

RCRA NonGen / NLR **1001203129**
FINDS **NYR000044842**
ECHO
NY MANIFEST

Relative:
Higher

Actual:
109 ft.

RCRA NonGen / NLR:
Date Form Received by Agency: 20070101
Handler Name: POUGHKEEPSIE DAY CARE CENTER
Handler Address: 36 N CLOVER ST
Handler City,State,Zip: POUGHKEEPSIE, NY 12601
EPA ID: NYR000044842
Contact Name: JEANNE WAGNER
Contact Address: N CLOVER ST
Contact City,State,Zip: POUGHKEEPSIE, NY 12601
Contact Telephone: 914-471-1910
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 02
Land Type: Municipal
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: NY
State District: NYSDEC R3
Mailing Address: N CLOVER ST
Mailing City,State,Zip: POUGHKEEPSIE, NY 12601
Owner Name: CITY OF POUGHKEEPSIE
Owner Type: Municipal
Operator Name: CITY OF POUGHKEEPSIE
Operator Type: Municipal
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

POUGHKEEPSIE DAY CARE CENTER (Continued)

1001203129

Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D000
Waste Description:	Not Defined
Waste Code:	D008
Waste Description:	LEAD

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	CITY OF POUGHKEEPSIE
Legal Status:	Municipal
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	PO BOX 300 - MUNICIPAL BLDG
Owner/Operator City,State,Zip:	POUGHKEEPSIE, NY 12602
Owner/Operator Telephone:	914-451-4200
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	CITY OF POUGHKEEPSIE
Legal Status:	Municipal
Date Became Current:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

POUGHKEEPSIE DAY CARE CENTER (Continued)

1001203129

Date Ended Current: Not reported
Owner/Operator Address: PO BOX 300 - MUNICIPAL BLDG
Owner/Operator City,State,Zip: POUGHKEEPSIE, NY 12602
Owner/Operator Telephone: 914-451-4200
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: CITY OF POUGHKEEPSIE
Legal Status: Municipal
Date Became Current: Not reported
Date Ended Current: Not reported
Owner/Operator Address: PO BOX 300 - MUNICIPAL BLDG
Owner/Operator City,State,Zip: POUGHKEEPSIE, NY 12602
Owner/Operator Telephone: 914-451-4200
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20060101
Handler Name: POUGHKEEPSIE DAY CARE CENTER
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: POUGHKEEPSIE DAY CARE CENTER
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 19970916
Handler Name: POUGHKEEPSIE DAY CARE CENTER
Federal Waste Generator Description: Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

POUGHKEEPSIE DAY CARE CENTER (Continued)

1001203129

Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

FINDS:
Registry ID: 110004537350

Click Here:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

[Click this hyperlink](#) while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:
Envid: 1001203129
Registry ID: 110004537350
DFR URL: <http://echo.epa.gov/detailed-facility-report?fid=110004537350>
Name: POUGHKEEPSIE DAY CARE CENTER
Address: 36 N CLOVER ST
City,State,Zip: POUGHKEEPSIE, NY 12601

NY MANIFEST:
Name: POUGHKEEPSIE DAY CARE CENTER
Address: 36 N CLOVER ST
City,State,Zip: POUGHKEEPSIE, NY 12601
Country: USA
EPA ID: NYR000044842
Facility Status: Not reported
Location Address 1: 36 NORTH CLOVER STREET
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: POUGHKEEPSIE
Location State: NY
Location Zip: 12601
Location Zip 4: Not reported

NY MANIFEST:
EPAID: NYR000044842
Mailing Name: POUGHKEEPSIE DAY CARE CENTER

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

POUGHKEEPSIE DAY CARE CENTER (Continued)

1001203129

Mailing Contact: JEANNE WAGNER
Mailing Address 1: 36 NORTH CLOVER STREET
Mailing Address 2: Not reported
Mailing City: POUGHKEEPSIE
Mailing State: NY
Mailing Zip: 12601
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 9144711910

NY MANIFEST:

Document ID: NJA2729277
Manifest Status: K
seq: Not reported
Year: 1997
Trans1 State ID: Not reported
Trans2 State ID: 50060
Generator Ship Date: 09/24/1997
Trans1 Recv Date: 09/24/1997
Trans2 Recv Date: 09/30/1997
TSD Site Recv Date: 09/30/1997
Part A Recv Date: / /
Part B Recv Date: 11/19/1997
Generator EPA ID: NYR000044842
Trans1 EPA ID: NYD980761191
Trans2 EPA ID: NYD980761191
TSDF ID 1: NJD002200046
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D008 - LEAD 5.0 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00100
Units: P - Pounds
Number of Containers: 001
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 100

Map ID
Direction
Distance
Elevation

MAP FINDINGS

EDR ID Number
EPA ID Number

27
East
1/8-1/4
0.216 mi.
1138 ft.

NY UST U000379590
N/A

Relative:
Higher

Actual:
108 ft.

UST:

Name: COLUMBUS SCHOOL
Address: 12 SOUTH PERRY ST
City,State,Zip: POUGHKEEPSIE, NY 12603
Id/Status: 3-175595 / Unregulated/Closed
Program Type: PBS
Region: STATE
DEC Region: 3
Expiration Date: N/A
UTM X: 588682.02734
UTM Y: 4617579.05065
Site Type: School

Affiliation Records:

Site Id: 32633
Affiliation Type: Facility Owner
Company Name: POUGHKEEPSIE BOARD OF EDUCATIO
Contact Type: Not reported
Contact Name: Not reported
Address1: 11 COLLEGE AVE
Address2: Not reported
City: POUGHKEEPSIE
State: NY
Zip Code: 12603
Country Code: 001
Phone: (914) 451-4900
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 32633
Affiliation Type: Mail Contact
Company Name: POUGHKEEPSIE BOARD OF EDUCATIO
Contact Type: Not reported
Contact Name: Not reported
Address1: 11 COLLEGE AVE
Address2: Not reported
City: POUGHKEEPSIE
State: NY
Zip Code: 12603
Country Code: 001
Phone: (914) 451-4900
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 32633
Affiliation Type: Emergency Contact
Company Name: POUGHKEEPSIE BOARD OF EDUCATIO
Contact Type: Not reported
Contact Name: GARY MCGRATH
Address1: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

COLUMBUS SCHOOL (Continued)

U000379590

Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (914) 473-2534
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Site Id: 32633
Affiliation Type: Facility Operator
Company Name: COLUMBUS SCHOOL
Contact Type: Not reported
Contact Name: GARY MCGRATH
Address1: Not reported
Address2: Not reported
City: Not reported
State: NN
Zip Code: Not reported
Country Code: 001
Phone: (914) 451-4630
EMail: Not reported
Fax Number: Not reported
Modified By: TRANSLAT
Date Last Modified: 2004-03-04

Tank Info:

Tank Number: 1
Tank ID: 72145
Tank Status: Closed - In Place
Material Name: Closed - In Place
Capacity Gallons: 5000
Install Date: Not reported
Date Tank Closed: 07/01/1997
Registered: True
Tank Location: Underground
Tank Type: Steel/carbon steel
Material Code: 0001
Common Name of Substance: #2 Fuel Oil (On-Site Consumption)

Tightness Test Method: 03
Date Test: 10/01/1992
Next Test Date: Not reported
Pipe Model: Not reported
Modified By: TRANSLAT
Last Modified: 04/14/2017

Equipment Records:

J02 - Dispenser - Suction Dispenser
G00 - Tank Secondary Containment - None
B00 - Tank External Protection - None
C00 - Pipe Location - No Piping
F00 - Pipe External Protection - None
I04 - Overfill - Product Level Gauge (A/G)

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

COLUMBUS SCHOOL (Continued)

U000379590

D01 - Pipe Type - Steel/Carbon Steel/Iron
A00 - Tank Internal Protection - None
H00 - Tank Leak Detection - None

E28
North
1/8-1/4
0.244 mi.
1290 ft.

BERNCOLORS-POUGHKEEPSIE INC
75 N WATER ST
POUGHKEEPSIE, NY 12601
Site 1 of 2 in cluster E

SEMS-ARCHIVE **1014948178**
RCRA NonGen / NLR **NYD002013951**
PRP
ICIS
NY MANIFEST

Relative:
Lower

Actual:
7 ft.

SEMS Archive:
Site ID: 0202752
EPA ID: NYD002013951
Name: BERN COLORS
Address: 75 NORTH WATER ST
Address 2: Not reported
City,State,Zip: POUGHKEEPSIE, NY 12601
Cong District: 01
FIPS Code: 36027
FF: N
NPL: Not on the NPL
Non NPL Status: Removal Only Site (No Site Assessment Work Needed)

SEMS Archive Detail:

Region: 02
Site ID: 0202752
EPA ID: NYD002013951
Site Name: BERN COLORS
NPL: N
FF: N
OU: 00
Action Code: RV
Action Name: RMVL
SEQ: 1
Start Date: 1982-01-14 05:00:00
Finish Date: 1982-02-10 05:00:00
Qual: C
Current Action Lead: USCG

Region: 02
Site ID: 0202752
EPA ID: NYD002013951
Site Name: BERN COLORS
NPL: N
FF: N
OU: 00
Action Code: VS
Action Name: ARCH SITE
SEQ: 1
Start Date: Not reported
Finish Date: 1996-01-23 05:00:00
Qual: Not reported
Current Action Lead: EPA Perf In-Hse

RCRA NonGen / NLR:

Date Form Received by Agency: 20070101
Handler Name: BERNCOLORS-POUGHKEEPSIE INC

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERNCOLORS-POUGHKEEPSIE INC (Continued)

1014948178

Handler Address:	75 N WATER ST
Handler City,State,Zip:	POUGHKEEPSIE, NY 12601
EPA ID:	NYD002013951
Contact Name:	Not reported
Contact Address:	N WATER ST
Contact City,State,Zip:	POUGHKEEPSIE,, NY 12601
Contact Telephone:	Not reported
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	Not reported
EPA Region:	02
Land Type:	Not reported
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	NY
State District:	NYSDEC R3
Mailing Address:	N WATER ST
Mailing City,State,Zip:	POUGHKEEPSIE,, NY 12601
Owner Name:	JAMES BERNARD
Owner Type:	Private
Operator Name:	JAMES BERNARD
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERNCOLORS-POUGHKEEPSIE INC (Continued)

1014948178

Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSD Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	NONE
Waste Description:	Not Defined

Handler - Owner Operator:

Owner/Operator Indicator:	Operator
Owner/Operator Name:	JAMES BERNARD
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	JAMES BERNARD
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	JAMES BERNARD

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERNCOLORS-POUGHKEEPSIE INC (Continued)

1014948178

Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	NOT REQUIRED
Owner/Operator City,State,Zip:	NOT REQUIRED, WY 99999
Owner/Operator Telephone:	212-555-1212
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	19950328
Handler Name:	BERNCOLORS-POUGHKEEPSIE INC
Federal Waste Generator Description:	Not reported
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20060101
Handler Name:	BERNCOLORS-POUGHKEEPSIE INC
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	20070101
Handler Name:	BERNCOLORS-POUGHKEEPSIE INC
Federal Waste Generator Description:	Not a generator, verified
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	Yes
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

Receive Date:	19800721
Handler Name:	BERNCOLORS-POUGHKEEPSIE INC
Federal Waste Generator Description:	Large Quantity Generator
State District Owner:	NY
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERNCOLORS-POUGHKEEPSIE INC (Continued)

1014948178

Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No
Current Record:	No
Non Storage Recycler Activity:	Not reported
Electronic Manifest Broker:	Not reported

List of NAICS Codes and Descriptions:

NAICS Code:	325191
NAICS Description:	GUM AND WOOD CHEMICAL MANUFACTURING

Facility Has Received Notices of Violation:

Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Evaluation Action Summary:

Evaluation Date:	19860706
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	NYDEC
Evaluation Responsible Sub-Organization:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERNCOLORS-POUGHKEEPSIE INC (Continued)

1014948178

Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

PRP:

PRP Name: BERNCOLORS-POUGHKEEPSIE, INC.

ICIS:

Enforcement Action ID:	02-1986-0335
FRS ID:	110004336424
Action Name:	BERNCOLORS-POUGHKEEPSIE,
Facility Name:	BERNCOLORS-POUGHKEEPSIE INC
Facility Address:	75 N WATER ST
	POUGHKEEPSIE, NY 12601
Enforcement Action Type:	TSCA 16 Action For Penalty
Facility County:	DUTCHESS
Program System Acronym:	ICIS
Enforcement Action Forum Desc:	Administrative - Formal
EA Type Code:	16
Facility SIC Code:	5169
Federal Facility ID:	Not reported
Latitude in Decimal Degrees:	41.708195
Longitude in Decimal Degrees:	-73.93907
Permit Type Desc:	Not reported
Program System Acronym:	27586
Facility NAICS Code:	Not reported
Tribal Land Code:	Not reported

Enforcement Action ID:	02-1982-0031
FRS ID:	110004336424
Action Name:	BERNCOLORS
Facility Name:	BERNCOLORS-POUGHKEEPSIE INC
Facility Address:	75 N WATER ST
	POUGHKEEPSIE, NY 12601
Enforcement Action Type:	Civil Judicial Action
Facility County:	DUTCHESS
Program System Acronym:	ICIS
Enforcement Action Forum Desc:	Judicial
EA Type Code:	CIV
Facility SIC Code:	5169
Federal Facility ID:	Not reported
Latitude in Decimal Degrees:	41.708195
Longitude in Decimal Degrees:	-73.93907
Permit Type Desc:	Not reported
Program System Acronym:	27586
Facility NAICS Code:	Not reported
Tribal Land Code:	Not reported

Facility Name:	BERNCOLORS-POUGHKEEPSIE INC
Address:	75 N WATER ST
Tribal Indicator:	N
Fed Facility:	No

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERNCOLORS-POUGHKEEPSIE INC (Continued)

1014948178

NAIC Code: Not reported
SIC Code: 5169

Facility Name: BERNCOLORS-POUGHKEEPSIE INC
Address: 75 N WATER ST
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: 5169

Facility Name: BERNCOLORS-POUGHKEEPSIE INC
Address: 75 N WATER ST
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: 5169

Facility Name: BERNCOLORS-POUGHKEEPSIE INC
Address: 75 N WATER ST
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: 5169

Facility Name: BERNCOLORS-POUGHKEEPSIE INC
Address: 75 N WATER ST
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: 5169

Facility Name: BERNCOLORS-POUGHKEEPSIE INC
Address: 75 N WATER ST
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: 5169

Facility Name: BERNCOLORS-POUGHKEEPSIE INC
Address: 75 N WATER ST
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: 5169

Facility Name: BERNCOLORS-POUGHKEEPSIE INC
Address: 75 N WATER ST
Tribal Indicator: N
Fed Facility: No
NAIC Code: Not reported
SIC Code: 5169

NY MANIFEST:

Name: BERNCOLORS - POUGHKEEPSIE
Address: 75 N WATER ST
City,State,Zip: POUGHKEEPSIE, NY 12601
Country: USA

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERNCOLORS-POUGHKEEPSIE INC (Continued)

1014948178

EPA ID: NYD002013951
Facility Status: Not reported
Location Address 1: 75 NORTH WATER ST
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: POUGHKEEPSIE
Location State: NY
Location Zip: 12602
Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD002013951
Mailing Name: BERNCOLORS - POUGHKEEPSIE
Mailing Contact: RANDY JENSEN
Mailing Address 1: P O BOX 29
Mailing Address 2: Not reported
Mailing City: POUGHKEEPSIE
Mailing State: NY
Mailing Zip: 12602
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 9144546700

NY MANIFEST:

Document ID: NYG0867753
Manifest Status: Not reported
seq: 01
Year: 1998
Trans1 State ID: 35726ANY
Trans2 State ID: Not reported
Generator Ship Date: 02/25/1998
Trans1 Recv Date: 02/25/1998
Trans2 Recv Date: Not reported
TSD Site Recv Date: 02/25/1998
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD002013951
Trans1 EPA ID: NYD057770109
Trans2 EPA ID: Not reported
TSDF ID 1: NYD057770109
TSDF ID 2: Not reported
Manifest Tracking Number: Not reported
Import Indicator: Not reported
Export Indicator: Not reported
Discr Quantity Indicator: Not reported
Discr Type Indicator: Not reported
Discr Residue Indicator: Not reported
Discr Partial Reject Indicator: Not reported
Discr Full Reject Indicator: Not reported
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: D007 - CHROMIUM 5.0 MG/L TCLP
Waste Code: Not reported
Waste Code: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERNCOLORS-POUGHKEEPSIE INC (Continued)

1014948178

Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 00345
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 009
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 01.00

E29
North
1/8-1/4
0.244 mi.
1290 ft.

BERNCOLORS POUGHKEEPSIE, INC.
75 NORTH WATER STREET
POUGHKEEPSIE, NY 12602

NY HSWDS S108146880
N/A

Site 2 of 2 in cluster E

Relative:
Lower
Actual:
7 ft.

HSWDS:
Facility ID: Not reported
Region: 3
Facility Status: Unknown
Owner Type: Puplic
Owner: Berncolors Poughkeepsie, Inc.
Owner Address: P.O. Box 29
Owner Phone: (914)454-6700
Operator Type: Same
Operator: Unknown
Operator: Unknown
Operator Phone: Unknown
EPA ID: NYD002013951
Registry: D
Registry Site ID: 314026
RCRA Permitted: Unknown
Site Code: Leaking tanks, drums, lagoons, other containers
Owner City State: Poughkeepsie
Operator City State: Not reported
Quadrangle: Poughkeepsie
Latitude: 41 42 30 N
Longitude: 73 56 25 W
Acres: 1.00
Operator Date: Unknown
Close Date: Unknown
Completed: Phase 2
Active: Unknown
PCB's Disposed: No
Pesticides Disposed: No
Metals Disposed: No
Asbestos Disposed: No
Volatile Organic Compounds Disposed: Yes
Semi Volatile Organic Compounds Disposed: Yes
Analytical Info Exists for Air: Not reported
Analytical Info Exists for Ground: Groundwater
Analytical Info Exists for Surface: Not reported
Analytical Info Exists for Sediments: Not reported
Analytical Info Exists for Surface: Surface Soil
Analytical Info Exists for Substance: Subsurface
Analytical Info Exists for Waste: Not reported
Analytical Info Exists for Leachate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

BERNCOLORS POUGHKEEPSIE, INC. (Continued)

S108146880

Analytical Info Exists for EP Toxicity:	EPTox
Analytical Info Exists for TCLP:	Not reported
Threat to Environment/Public Health:	N
Surface Water Contamination:	Yes
Surface Water Body Class:	Unknown
Groundwater Contamination:	Unknown
Groundwater Classification:	Unknown
Drinking Water Contamination:	No
Drinking Water Supply is Active:	Unknown
Any Known Fish or Wildlife:	Unknown
Hazardous Exposure:	Unknown
Site Has Controlled Access:	No
Ambient Air Contamination:	Unknown
Direct Contact:	Yes
EPA Hazardous Ranking System Score:	Unknown
Inventory:	F
Nefrap:	Not reported
Mailing:	Not reported
Tax Map No:	Not reported
Qualify:	0
Next Action:	Not reported
Agencies:	Not reported
Air:	Not reported
Building:	Not reported
Site Desc:	Not reported
Drink:	Not reported
Eptox:	Not reported
Fish:	Not reported
Ground:	Not reported
Ground Desc:	Not reported
Hazardous Threat:	Not reported
Haz Threat Desc:	Not reported
Leachate:	Not reported
Preparer:	Not reported
Sediment:	Not reported
Soil:	Not reported
Surface:	Not reported
Status:	Not reported
Surface Soil:	Not reported
Surface:	Not reported
TCLP:	Not reported
Waste:	Not reported

30
ENE
1/4-1/2
0.262 mi.
1384 ft.

**POUGHKEEPSIE MGP
NORTH PERRY STREET
POUGHKEEPSIE, NY 12601**

**EDR MGP 1008408024
N/A**

Relative: Manufactured Gas Plants:
Higher No additional information available
Actual:
117 ft.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

EDR ID Number
EPA ID Number

F31
East
1/4-1/2
0.303 mi.
1598 ft.
Site 1 of 5 in cluster F

NY LTANKS
NY Spills
S108297256
N/A

Relative:
Higher

Actual:
127 ft.

LTANKS:

Name: HUDSON RIVER SHUTTLE
Address: 13A SOUTH BRIDGE
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9106196 / 1992-07-06
Facility ID: 9106196
Site ID: 180480
Spill Date: 1991-09-09
Spill Cause: Tank Test Failure
Spill Source: Commercial/Industrial
Spill Class: C3
Cleanup Ceased: 1953-06-18
SWIS: 1446
Investigator: WXWADSWO
Referred To: Not reported
Reported to Dept: 1991-09-09
CID: Not reported
Water Affected: Not reported
Spill Notifier: Tank Tester
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: True
UST Involvement: True
Remediation Phase: 0
Date Entered In Computer: 1991-09-11
Spill Record Last Update: 1992-08-24
Spiller Name: Not reported
Spiller Company: SAME
Spiller Address: Not reported
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 151374
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was WADSWORTH 09/27/95: This is additional information about material spilled from the translation of the old spill file: TANK TEST."
Remarks: "WILL EIR LINE TEST BY 9/11/91 TANK VAPOR POCKET HONER EASY 185086"

All TTF:

Facility ID: 9106196
Spill Number: 9106196
Spill Tank Test: 1539019
Site ID: 180480
Tank Number: Not reported
Tank Size: 0
Material: 0009
EPA UST: Not reported
UST: Not reported
Cause: Not reported
Source: Not reported
Test Method: 00
Test Method 2: Unknown

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

YELLOW CAB POUGHKEEPSIE (Continued)

S108297256

Leak Rate: .00
Gross Fail: Not reported
Modified By: Spills
Last Modified Date: Not reported

All Materials:

Site ID: 180480
Operable Unit ID: 960517
Operable Unit: 01
Material ID: 421928
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: Not reported
Recovered: .00
Oxygenate: Not reported

SPILLS:

Name: YELLOW CAB POUGHKEEPSIE
Address: 13 SOUTH BRIDGE ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0611093 / 2007-01-17
Facility ID: 0611093
Facility Type: ER
DER Facility ID: 325293
Site ID: 375674
DEC Region: 3
Spill Cause: Unknown
Spill Class: C3
SWIS: 1413
Spill Date: 2007-01-04
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 2007-01-04
CID: 406
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2007-01-04
Spill Record Last Update: 2007-02-20
Spiller Name: BRIAN SUCHOFF
Spiller Company: 13 BRIDGE ST. CORPORATION
Spiller Address: 13 BRIDGE ST.
Spiller Company: 001
Contact Name: BRIAN SUCHOFF
DEC Memo: "JOSH CUMMINS WAS INVOLVED DUE TO PROSENCE OF UNREGISTERED UST. SAMPLES HAVE BEEN SENT. 1/9/07: V. MC. SITE INSPECT. IDC DID TANK

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

YELLOW CAB POUGHKEEPSIE (Continued)

S108297256

REMOVAL BACK IN 1990'S BUT NO RECORD. A geoprobe investigation was completed by Conrad Geoscience on 1/4/07. Results indicate soil contamination is minimal and does not require further investigation/remediation. Refer to 1/17/07 report. "

Remarks: "Did borings for potential property transaction. Found contamination in borings. Unknown clean up. Unknown if groundwater was affected."

All Materials:

Site ID: 375674
Operable Unit ID: 1133294
Operable Unit: 01
Material ID: 2123100
Material Code: 0009
Material Name: gasoline
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: G
Recovered: .00
Oxygenate: Not reported

32
SSE
1/4-1/2
0.309 mi.
1634 ft.

**POUGHKEEPSIE GAS WORKS
LAUREL STREET
POUGHKEEPSIE, NY 12601**

**EDR MGP 1008408026
N/A**

Relative:
Higher
Actual:
58 ft.

Manufactured Gas Plants:
No additional information available

F33
East
1/4-1/2
0.324 mi.
1712 ft.

**QUEEN CITY LOFTS
178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
POUGHKEEPSIE, NY 12601**

**NY INST CONTROL S123658138
N/A**

Site 2 of 5 in cluster F

Relative:
Higher
Actual:
133 ft.

INST CONTROL:
Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 512561
Control Name: Monitoring Plan
HW Code: C314125
Control Code: 31
Control Type: INST
Dt record added: 12/17/2018
Dt rec updated: 05/29/2020
Updated By: JJTEETER
Site Code: 512561
Site Description: "Location: The site consists of a portion of one tax lot located at 178-188 Main Street, City of Poughkeepsie, Dutchess County, New York. The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Site Features: The property currently contains a four story mixed use building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished. In 1973 a fire gutted several of the existing buildings on the site. Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "

Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2016-06-06 15:58:00
Record Upd: 2019-05-22 14:03:00
Updated By: SMQUANDT
Own Op: Document Repository
Sub Type: NNN
Owner Name: Deborah Weltsch
Owner Company: Poughkeepsie Public Library District
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The Kearney Realty & Development Group Inc.
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 1
Sub Type: P03

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Owner Name: Ken Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard
Owner Addr2: Suite A
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: C/O Hudson River Housing, Inc
Owner Company: The Queen City Lofts Housing Development Fund Company, Inc
Owner Address: 313 Mill Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314125
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: xylene (mixed)
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: ethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: mercury
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: n-propylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: 1,2,4-trimethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: lead
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: 1502657
Cross Ref Type Code: 1
Cross Ref Type: Spill No.
Record Added Date: 2015-11-25 10:33:00
Record Updated: 2015-11-25 10:33:00
Updated By: JYMCCART
Crossref ID: C314125-10-15

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2018-12-17 14:10:00
Record Updated: 2018-12-17 14:10:00
Updated By: DKMACNEA
Crossref ID: 02-2018-9828
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2018-12-27 21:51:00
Record Updated: 2018-12-27 21:51:00
Updated By: DKMACNEA
Crossref ID: 1511940
Cross Ref Type Code:
Cross Ref Type: Spill No.
Record Added Date: 2019-08-20 13:45:00
Record Updated: 2019-08-20 13:45:00
Updated By: DKMACNEA

Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: Poughkeepsie, NY 12601
Site Code: 512561
Control Name: IC/EC Plan
HW Code: C314125
Control Code: 34
Control Type: INST
Dt record added: 12/17/2018
Dt rec updated: 05/29/2020
Updated By: JJTEETER
Site Code: 512561

Site Description: "Location: The site consists of a portion of one tax lot located at 178-188 Main Street, City of Poughkeepsie, Dutchess County, New York. The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street. Site Features: The property currently contains a four story mixed use building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished. In 1973 a fire gutted several of the existing buildings on the site. Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "

Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: Not reported

Dell: Not reported

Record Add: 2016-06-06 15:58:00

Record Upd: 2019-05-22 14:03:00

Updated By: SMQUANDT

Own Op: Document Repository

Sub Type: NNN

Owner Name: Deborah Weltsch

Owner Company: Poughkeepsie Public Library District

Owner Address: 93 Market Street

Owner Addr2: Not reported

Owner City,St,Zip:Poughkeepsie, NY 12601

Owner Country: United States of America

Own Op: 6

Sub Type: P03

Owner Name: Kenneth Kearney

Owner Company: The Kearney Realty & Development Group Inc.

Owner Address: 34 Clayton Boulevard, Suite A

Owner Addr2: Not reported

Owner City,St,Zip:Baldwin Place, NY 10505

Owner Country: United States of America

Own Op: 1

Sub Type: P03

Owner Name: Ken Kearney

Owner Company: The QCL on Main Limited Partnership

Owner Address: 34 Clayton Boulevard

Owner Addr2: Suite A

Owner City,St,Zip:Baldwin Place, NY 10505

Owner Country: United States of America

Own Op: 6

Sub Type: P03

Owner Name: Kenneth Kearney

Owner Company: The QCL on Main Limited Partnership

Owner Address: 34 Clayton Boulevard, Suite A

Owner Addr2: Not reported

Owner City,St,Zip:Baldwin Place, NY 10505

Owner Country: United States of America

Own Op: 6

Sub Type: P03

Owner Name: C/O Hudson River Housing, Inc

Owner Company: The Queen City Lofts Housing Development Fund Company, Inc

Owner Address: 313 Mill Street

Owner Addr2: Not reported

Owner City,St,Zip:Poughkeepsie, NY 12601

Owner Country: United States of America

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

HW Code: C314125
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: xylene (mixed)
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: ethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: mercury
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: n-propylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: 1,2,4-trimethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: lead
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: 1502657
Cross Ref Type Code: 1
Cross Ref Type: Spill No.
Record Added Date: 2015-11-25 10:33:00
Record Updated: 2015-11-25 10:33:00
Updated By: JYMCCART
Crossref ID: C314125-10-15
Cross Ref Type Code: 1
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2018-12-17 14:10:00
Record Updated: 2018-12-17 14:10:00
Updated By: DKMACNEA
Crossref ID: 02-2018-9828
Cross Ref Type Code: 1
Cross Ref Type: County Recording Identifier
Record Added Date: 2018-12-27 21:51:00
Record Updated: 2018-12-27 21:51:00
Updated By: DKMACNEA
Crossref ID: 1511940
Cross Ref Type Code: 1
Cross Ref Type: Spill No.
Record Added Date: 2019-08-20 13:45:00
Record Updated: 2019-08-20 13:45:00
Updated By: DKMACNEA

Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 512561

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Control Name: Environmental Easement
HW Code: C314125
Control Code: J
Control Type: INST
Dt record added: 12/17/2018
Dt rec updated: 05/29/2020
Updated By: JJTEETER
Site Code: 512561
Site Description: "Location: The site consists of a portion of one tax lot located at 178-188 Main Street, City of Poughkeepsie, Dutchess County, New York. The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street. Site Features: The property currently contains a four story mixed use building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished. In 1973 a fire gutted several of the existing buildings on the site. Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "
Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "
Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."
Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2016-06-06 15:58:00
Record Upd: 2019-05-22 14:03:00
Updated By: SMQUANDT
Own Op: Document Repository
Sub Type: NNN
Owner Name: Deborah Weltsch
Owner Company: Poughkeepsie Public Library District
Owner Address: 93 Market Street

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The Kearney Realty & Development Group Inc.
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 1
Sub Type: P03
Owner Name: Ken Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard
Owner Addr2: Suite A
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: C/O Hudson River Housing, Inc
Owner Company: The Queen City Lofts Housing Development Fund Company, Inc
Owner Address: 313 Mill Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314125
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: xylene (mixed)
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: ethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: mercury
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: n-propylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: 1,2,4-trimethylbenzene

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: lead
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: 1502657
Cross Ref Type Code:
Cross Ref Type: Spill No.
Record Added Date: 2015-11-25 10:33:00
Record Updated: 2015-11-25 10:33:00
Updated By: JYMCCART
Crossref ID: C314125-10-15
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2018-12-17 14:10:00
Record Updated: 2018-12-17 14:10:00
Updated By: DKMACNEA
Crossref ID: 02-2018-9828
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2018-12-27 21:51:00
Record Updated: 2018-12-27 21:51:00
Updated By: DKMACNEA
Crossref ID: 1511940
Cross Ref Type Code:
Cross Ref Type: Spill No.
Record Added Date: 2019-08-20 13:45:00
Record Updated: 2019-08-20 13:45:00
Updated By: DKMACNEA

Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 512561
Control Name: Soil Management Plan
HW Code: C314125
Control Code: 14
Control Type: INST
Dt record added: 12/17/2018
Dt rec updated: 05/29/2020
Updated By: JJTEETER
Site Code: 512561
Site Description: "Location: The site consists of a portion of one tax lot located at 178-188 Main Street, City of Poughkeepsie, Dutchess County, New York. The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street. Site Features: The property currently contains a four story mixed use building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

In 1973 a fire gutted several of the existing buildings on the site.
Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "

Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: Not reported

Dell: Not reported

Record Add: 2016-06-06 15:58:00

Record Upd: 2019-05-22 14:03:00

Updated By: SMQUANDT

Own Op: Document Repository

Sub Type: NNN

Owner Name: Deborah Weltsch

Owner Company: Poughkeepsie Public Library District

Owner Address: 93 Market Street

Owner Addr2: Not reported

Owner City,St,Zip:Poughkeepsie, NY 12601

Owner Country: United States of America

Own Op: 6

Sub Type: P03

Owner Name: Kenneth Kearney

Owner Company: The Kearney Realty & Development Group Inc.

Owner Address: 34 Clayton Boulevard, Suite A

Owner Addr2: Not reported

Owner City,St,Zip:Baldwin Place, NY 10505

Owner Country: United States of America

Own Op: 1

Sub Type: P03

Owner Name: Ken Kearney

Owner Company: The QCL on Main Limited Partnership

Owner Address: 34 Clayton Boulevard

Owner Addr2: Suite A

Owner City,St,Zip:Baldwin Place, NY 10505

Owner Country: United States of America

Own Op: 6

Sub Type: P03

Owner Name: Kenneth Kearney

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: C/O Hudson River Housing, Inc
Owner Company: The Queen City Lofts Housing Development Fund Company, Inc
Owner Address: 313 Mill Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314125
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: xylene (mixed)
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: ethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: mercury
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: n-propylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: 1,2,4-trimethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: lead
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: 1502657
Cross Ref Type Code:
Cross Ref Type: Spill No.
Record Added Date: 2015-11-25 10:33:00
Record Updated: 2015-11-25 10:33:00
Updated By: JYMCCART
Crossref ID: C314125-10-15
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2018-12-17 14:10:00
Record Updated: 2018-12-17 14:10:00
Updated By: DKMACNEA
Crossref ID: 02-2018-9828
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2018-12-27 21:51:00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Record Updated: 2018-12-27 21:51:00
Updated By: DKMACNEA
Crossref ID: 1511940
Cross Ref Type Code:
Cross Ref Type: Spill No.
Record Added Date: 2019-08-20 13:45:00
Record Updated: 2019-08-20 13:45:00
Updated By: DKMACNEA

Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 512561
Control Name: Building Use Restriction
HW Code: C314125
Control Code: 26
Control Type: INST
Dt record added: 12/17/2018
Dt rec updated: 05/29/2020
Updated By: JJTEETER
Site Code: 512561

Site Description: "Location: The site consists of a portion of one tax lot located at 178-188 Main Street, City of Poughkeepsie, Dutchess County, New York. The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street. Site Features: The property currently contains a four story mixed use building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished. In 1973 a fire gutted several of the existing buildings on the site. Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "

Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."

Dump: False
Structure: False
Lagoon: False
Landfill: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2016-06-06 15:58:00
Record Upd: 2019-05-22 14:03:00
Updated By: SMQUANDT
Own Op: Document Repository
Sub Type: NNN
Owner Name: Deborah Weltsch
Owner Company: Poughkeepsie Public Library District
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The Kearney Realty & Development Group Inc.
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 1
Sub Type: P03
Owner Name: Ken Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard
Owner Addr2: Suite A
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: C/O Hudson River Housing, Inc
Owner Company: The Queen City Lofts Housing Development Fund Company, Inc
Owner Address: 313 Mill Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314125
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: xylene (mixed)
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Waste Type: ethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: mercury
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: n-propylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: 1,2,4-trimethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: lead
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: 1502657
Cross Ref Type Code: 01
Cross Ref Type: Spill No.
Record Added Date: 2015-11-25 10:33:00
Record Updated: 2015-11-25 10:33:00
Updated By: JYMCCART
Crossref ID: C314125-10-15
Cross Ref Type Code: 01
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2018-12-17 14:10:00
Record Updated: 2018-12-17 14:10:00
Updated By: DKMACNEA
Crossref ID: 02-2018-9828
Cross Ref Type Code: 01
Cross Ref Type: County Recording Identifier
Record Added Date: 2018-12-27 21:51:00
Record Updated: 2018-12-27 21:51:00
Updated By: DKMACNEA
Crossref ID: 1511940
Cross Ref Type Code: 01
Cross Ref Type: Spill No.
Record Added Date: 2019-08-20 13:45:00
Record Updated: 2019-08-20 13:45:00
Updated By: DKMACNEA

Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 512561
Control Name: Site Management Plan
HW Code: C314125
Control Code: 32
Control Type: INST
Dt record added: 12/17/2018
Dt rec updated: 05/29/2020
Updated By: JJTEETER
Site Code: 512561
Site Description: "Location: The site consists of a portion of one tax lot located at

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

178-188 Main Street, City of Poughkeepsie, Dutchess County, New York.
The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street.
Site Features: The property currently contains a four story mixed use building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished. In 1973 a fire gutted several of the existing buildings on the site.
Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "
Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2016-06-06 15:58:00
Record Upd: 2019-05-22 14:03:00
Updated By: SMQUANDT
Own Op: Document Repository
Sub Type: NNN
Owner Name: Deborah Weltsch
Owner Company: Poughkeepsie Public Library District
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The Kearney Realty & Development Group Inc.
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 1
Sub Type: P03
Owner Name: Ken Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard
Owner Addr2: Suite A
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: C/O Hudson River Housing, Inc
Owner Company: The Queen City Lofts Housing Development Fund Company, Inc
Owner Address: 313 Mill Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314125
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: xylene (mixed)
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: ethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: mercury
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: n-propylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: 1,2,4-trimethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: lead
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: 1502657
Cross Ref Type Code:
Cross Ref Type: Spill No.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Record Added Date: 2015-11-25 10:33:00
Record Updated: 2015-11-25 10:33:00
Updated By: JYMCCART
Crossref ID: C314125-10-15
Cross Ref Type Code: 25
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2018-12-17 14:10:00
Record Updated: 2018-12-17 14:10:00
Updated By: DKMACNEA
Crossref ID: 02-2018-9828
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2018-12-27 21:51:00
Record Updated: 2018-12-27 21:51:00
Updated By: DKMACNEA
Crossref ID: 1511940
Cross Ref Type Code: 01
Cross Ref Type: Spill No.
Record Added Date: 2019-08-20 13:45:00
Record Updated: 2019-08-20 13:45:00
Updated By: DKMACNEA

Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 512561
Control Name: Landuse Restriction
HW Code: C314125
Control Code: 25
Control Type: INST
Dt record added: 12/17/2018
Dt rec updated: 05/29/2020
Updated By: JJTEETER
Site Code: 512561
Site Description: "Location: The site consists of a portion of one tax lot located at 178-188 Main Street, City of Poughkeepsie, Dutchess County, New York. The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street. Site Features: The property currently contains a four story mixed use building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished. In 1973 a fire gutted several of the existing buildings on the site. Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "

Env Problem: "Nature and Extent of Contamination: Remediation at the site is

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "

Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2016-06-06 15:58:00
Record Upd: 2019-05-22 14:03:00
Updated By: SMQUANDT
Own Op: Document Repository
Sub Type: NNN
Owner Name: Deborah Weltsch
Owner Company: Poughkeepsie Public Library District
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The Kearney Realty & Development Group Inc.
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 1
Sub Type: P03
Owner Name: Ken Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard
Owner Addr2: Suite A
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: C/O Hudson River Housing, Inc
Owner Company: The Queen City Lofts Housing Development Fund Company, Inc

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Owner Address: 313 Mill Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314125
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: xylene (mixed)
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: ethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: mercury
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: n-propylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: 1,2,4-trimethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: lead
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: 1502657
Cross Ref Type Code:
Cross Ref Type: Spill No.
Record Added Date: 2015-11-25 10:33:00
Record Updated: 2015-11-25 10:33:00
Updated By: JYMCCART
Crossref ID: C314125-10-15
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2018-12-17 14:10:00
Record Updated: 2018-12-17 14:10:00
Updated By: DKMACNEA
Crossref ID: 02-2018-9828
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2018-12-27 21:51:00
Record Updated: 2018-12-27 21:51:00
Updated By: DKMACNEA
Crossref ID: 1511940
Cross Ref Type Code:
Cross Ref Type: Spill No.
Record Added Date: 2019-08-20 13:45:00
Record Updated: 2019-08-20 13:45:00
Updated By: DKMACNEA

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 512561
Control Name: Ground Water Use Restriction
HW Code: C314125
Control Code: 08
Control Type: INST
Dt record added: 12/17/2018
Dt rec updated: 05/29/2020
Updated By: JJTEETER
Site Code: 512561
Site Description: "Location: The site consists of a portion of one tax lot located at 178-188 Main Street, City of Poughkeepsie, Dutchess County, New York. The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street. Site Features: The property currently contains a four story mixed use building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished. In 1973 a fire gutted several of the existing buildings on the site. Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "
Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "
Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."
Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2016-06-06 15:58:00
Record Upd: 2019-05-22 14:03:00
Updated By: SMQUANDT
Own Op: Document Repository

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Sub Type: NNN
Owner Name: Deborah Weltsch
Owner Company: Poughkeepsie Public Library District
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The Kearney Realty & Development Group Inc.
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 1
Sub Type: P03
Owner Name: Ken Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard
Owner Addr2: Suite A
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip:Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: C/O Hudson River Housing, Inc
Owner Company: The Queen City Lofts Housing Development Fund Company, Inc
Owner Address: 313 Mill Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314125
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: xylene (mixed)
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: ethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: mercury
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: n-propylbenzene

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658138

Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: 1,2,4-trimethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: lead
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: 1502657
Cross Ref Type Code: 15
Cross Ref Type: Spill No.
Record Added Date: 2015-11-25 10:33:00
Record Updated: 2015-11-25 10:33:00
Updated By: JYMCCART
Crossref ID: C314125-10-15
Cross Ref Type Code: 15
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2018-12-17 14:10:00
Record Updated: 2018-12-17 14:10:00
Updated By: DKMACNEA
Crossref ID: 02-2018-9828
Cross Ref Type Code: 15
Cross Ref Type: County Recording Identifier
Record Added Date: 2018-12-27 21:51:00
Record Updated: 2018-12-27 21:51:00
Updated By: DKMACNEA
Crossref ID: 1511940
Cross Ref Type Code: 15
Cross Ref Type: Spill No.
Record Added Date: 2019-08-20 13:45:00
Record Updated: 2019-08-20 13:45:00
Updated By: DKMACNEA

F34
East
1/4-1/2
0.324 mi.
1712 ft.

QUEEN CITY LOFTS
178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
POUGHKEEPSIE, NY 12601

NY ENG CONTROLS S123658120
N/A

Site 3 of 5 in cluster F

Relative:
Higher
Actual:
133 ft.

ENG CONTROLS:

Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 512561
HW Code: C314125
Control Code: 15
Control Type: ENG
Date Record Added: 12/17/2018
Date Rec Updated: 05/29/2020
Updated By: JJTEETER
Site Description: "Location: The site consists of a portion of one tax lot located at 178-188 Main Street, City of Poughkeepsie, Dutchess County, New York. The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street. Site Features: The property currently contains a four story mixed use

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658120

building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished. In 1973 a fire gutted several of the existing buildings on the site. Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "

Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2016-06-06 15:58:00
Record Upd: 2019-05-22 14:03:00
Updated By: SMQUANDT
Own Op: Document Repository
Sub Type: NNN
Owner Name: Deborah Weltsch
Owner Company: Poughkeepsie Public Library District
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The Kearney Realty & Development Group Inc.
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 1
Sub Type: P03
Owner Name: Ken Kearney

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658120

Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard
Owner Addr2: Suite A
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: C/O Hudson River Housing, Inc
Owner Company: The Queen City Lofts Housing Development Fund Company, Inc
Owner Address: 313 Mill Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314125
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: xylene (mixed)
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: ethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: mercury
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: n-propylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: 1,2,4-trimethylbenzene
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314125
Waste Type: lead
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: 1502657
Cross Ref Type Code: 01
Cross Ref Type: Spill No.
Record Added Date: 2015-11-25 10:33:00
Record Updated: 2015-11-25 10:33:00
Updated By: JYMCCART
Crossref ID: C314125-10-15
Cross Ref Type Code: 23

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658120

Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2018-12-17 14:10:00
Record Updated: 2018-12-17 14:10:00
Updated By: DKMACNEA
Crossref ID: 02-2018-9828
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2018-12-27 21:51:00
Record Updated: 2018-12-27 21:51:00
Updated By: DKMACNEA
Crossref ID: 1511940
Cross Ref Type Code: 01
Cross Ref Type: Spill No.
Record Added Date: 2019-08-20 13:45:00
Record Updated: 2019-08-20 13:45:00
Updated By: DKMACNEA

F35
East
1/4-1/2
0.324 mi.
1712 ft.

QUEEN CITY LOFTS
178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
POUGHKEEPSIE, NY 12601

NY BROWNFIELDS S123658080
N/A

Site 4 of 5 in cluster F

Relative:
Higher
Actual:
133 ft.

BROWNFIELDS:

Name: QUEEN CITY LOFTS
Address: 178-188 MAIN STREET AND 11 SOUTH BRIDGE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Program: BCP
Site Code: 512561
Acres: 1.051
HW Code: C314125
SWIS: 1413
Town: Poughkeepsie (c)
Record Added Date: 08/14/2015
Record Updated Date: 06/09/2021
Update By: DJEATON
Site Description: "Location: The site consists of a portion of one tax lot located at 178-188 Main Street, City of Poughkeepsie, Dutchess County, New York. The site is an irregular shaped, approximately 1.051 acre parcel, which has 236 feet of frontage on the southern side of Main Street and 190 feet of frontage on the eastern side of South Bridge Street. Site Features: The property currently contains a four story mixed use building with restricted residential and commercial uses and an asphalt parking lot. The ground generally slopes from the northwest corner of the site to the southeast. Current Zoning and Land Use: The site is zoned C-2 (Commercial with allowances for mixed-used buildings) and . Past Use of the Site: The site was used for various industrial, commercial, and residential purposes, including a machine shop and laundry facility, from as early as 1887 until the early to mid-1980s when most of the former on-site structures were demolished. In 1973 a fire gutted several of the existing buildings on the site. Site Geology and Hydrogeology: Soils have been reworked by excavation and the construction and demolition of prior buildings on the site. They consist of well drained brown to gray sands, which overlie brown loamy clays. Shallow groundwater in the vicinity of the property follows overall surficial topography and flows to the southwest, toward the Hudson River. Groundwater was encountered between 10 and 12 feet below the ground. "

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658080

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Remedial actions have successfully achieved soil cleanup objectives for restricted residential use. Residual contamination in the soil, groundwater, and soil vapor is being managed under a Site Management Plan. Prior to remediation, the primary contaminants of concern were mercury, lead, and benzo(a)anthracene in soil, lead and ethylbenzene in groundwater, and tetrachloroethene in soil vapor. "

Health Problem: "Measures are in place to control the potential for coming in contact with remaining residual contamination in subsurface soil, groundwater and soil vapor."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2016-06-06 15:58:00
Record Upd: 2019-05-22 14:03:00
Updated By: SMQUANDT
Own Op: Document Repository
Sub Type: NNN
Owner Name: Deborah Weltsch
Owner Company: Poughkeepsie Public Library District
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The Kearney Realty & Development Group Inc.
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 1
Sub Type: P03
Owner Name: Ken Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard
Owner Addr2: Suite A
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Kenneth Kearney
Owner Company: The QCL on Main Limited Partnership
Owner Address: 34 Clayton Boulevard, Suite A
Owner Addr2: Not reported
Owner City,St,Zip: Baldwin Place, NY 10505
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: C/O Hudson River Housing, Inc

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUEEN CITY LOFTS (Continued)

S123658080

Owner Company:	The Queen City Lofts Housing Development Fund Company, Inc
Owner Address:	313 Mill Street
Owner Addr2:	Not reported
Owner City,St,Zip:	Poughkeepsie, NY 12601
Owner Country:	United States of America
HW Code:	C314125
Waste Type:	benzo(a)anthracene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314125
Waste Type:	xylene (mixed)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314125
Waste Type:	ethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314125
Waste Type:	mercury
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314125
Waste Type:	n-propylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314125
Waste Type:	1,2,4-trimethylbenzene
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314125
Waste Type:	lead
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	1502657
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2015-11-25 10:33:00
Record Updated:	2015-11-25 10:33:00
Updated By:	JYMCCART
Crossref ID:	C314125-10-15
Cross Ref Type Code:	23
Cross Ref Type:	Agreement/Consent Order Number
Record Added Date:	2018-12-17 14:10:00
Record Updated:	2018-12-17 14:10:00
Updated By:	DKMACNEA
Crossref ID:	02-2018-9828
Cross Ref Type Code:	25
Cross Ref Type:	County Recording Identifier
Record Added Date:	2018-12-27 21:51:00
Record Updated:	2018-12-27 21:51:00
Updated By:	DKMACNEA
Crossref ID:	1511940
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2019-08-20 13:45:00
Record Updated:	2019-08-20 13:45:00
Updated By:	DKMACNEA

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

36
ENE
1/4-1/2
0.330 mi.
1740 ft.

CHG&E, BAYEAUX STREET
N PERRY STREET
POUGHKEEPSIE, NY 12601

NY HSWDS

S108146277
N/A

Relative:
Higher

Actual:
129 ft.

HSWDS:
Facility ID: HS3009
Region: 3
Facility Status: Unknown
Owner Type: Public
Owner: Admiral Halsey Senior Village
Owner Address: 515 Rockaway BLVD.
Owner Phone: Unknown
Operator Type: Public
Operator: CHG&E
Operator: CHG&E
Operator Phone: (914)452-2000
EPA ID: None
Registry: D
Registry Site ID: None
RCRA Permitted: Unknown
Site Code: Coal Gasification Plant
Owner City State: Valley Stream, NY 11581
Operator City State: Poughkeepsie, NY 12601
Quadrangle: Poughkeepsie 7.5
Latitude: 41 42'23"N
Longitude: 73 55'56"W
Acres: 1.20
Operator Date: 1850
Close Date: 1911
Completed: Phase 2
Active: No
PCB's Disposed: No
Pesticides Disposed: No
Metals Disposed: No
Asbestos Disposed: No
Volatile Organic Compounds Disposed: No
Semi Volatile Organic Compounds Disposed: No
Analytical Info Exists for Air: Air
Analytical Info Exists for Ground: Water
Analytical Info Exists for Surface: Not reported
Analytical Info Exists for Sediments: Not reported
Analytical Info Exists for Surface: Surface Soil
Analytical Info Exists for Substance: Subsurface Soil
Analytical Info Exists for Waste: Not reported
Analytical Info Exists for Leachate: Not reported
Analytical Info Exists for EP Toxicity: Not reported
Analytical Info Exists for TCLP: Not reported
Threat to Environment/Public Health: Unknown
Surface Water Contamination: Unknown
Surface Water Body Class: Unknown
Groundwater Contamination: Unknown
Groundwater Classification: Unknown
Drinking Water Contamination: Unknown
Drinking Water Supply is Active: Yes
Any Known Fish or Wildlife: Unknown
Hazardous Exposure: Unknown
Site Has Controlled Access: Unknown

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CHG&E, BAYEAUX STREET (Continued)

S108146277

Ambient Air Contamination:	Unknown
Direct Contact:	Unknown
EPA Hazardous Ranking System Score:	15.35
Inventory:	F
Nefrap:	Not reported
Mailing:	U
Tax Map No:	Not reported
Qualify:	0
Next Action:	Not reported
Agencies:	Not reported
Air:	Not reported
Building:	Not reported
Site Desc:	Not reported
Drink:	Not reported
Eptox:	Not reported
Fish:	Not reported
Ground:	Not reported
Ground Desc:	Not reported
Hazardous Threat:	Not reported
Haz Threat Desc:	Not reported
Leachate:	Not reported
Preparer:	Not reported
Sediment:	Not reported
Soil:	Not reported
Surface:	Not reported
Status:	Not reported
Surface Soil:	Not reported
Surface:	Not reported
TCLP:	Not reported
Waste:	Not reported

F37
East
1/4-1/2
0.334 mi.
1764 ft.

LANG APARTMENT BUILDING
187-189 UNION STREET
POUGHKEEPSIE, NY

Site 5 of 5 in cluster F

NY LTANKS **S107523260**
N/A

Relative:
Higher

Actual:
142 ft.

LTANKS:

Name:	LANG APARTMENT BUILDING
Address:	187-189 UNION STREET
City,State,Zip:	POUGHKEEPSIE, NY
Spill Number/Closed Date:	0512690 / 2006-02-02
Facility ID:	0512690
Site ID:	359086
Spill Date:	2006-02-02
Spill Cause:	Tank Test Failure
Spill Source:	Private Dwelling
Spill Class:	C3
Cleanup Ceased:	Not reported
SWIS:	1413
Investigator:	VPMCCABE
Referred To:	Not reported
Reported to Dept:	2006-02-02
CID:	408
Water Affected:	Not reported
Spill Notifier:	Tank Tester
Last Inspection:	Not reported
Recommended Penalty:	False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

LANG APARTMENT BUILDING (Continued)

S107523260

Meets Standard: False
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 2006-02-03
Spill Record Last Update: 2014-03-25
Spiller Name: ROBERT LANG
Spiller Company: APARTMENT BUILDING
Spiller Address: 187 - 189 UNION ST
Spiller County: 001
Spiller Contact: ROBERT LANG
Spiller Phone: (917) 880-5725
Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 307411
DEC Memo: ""
Remarks: "soil samples were taken, the owner of the building is planning on abandoning the tank, there is a new tank installed inside."

All Materials:

Site ID: 359086
Operable Unit ID: 1116310
Operable Unit: 01
Material ID: 2106454
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: G
Recovered: .00
Oxygenate: Not reported

Name: APARTMENT BUILDING
Address: 187-189 UNION STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0511265 / 2006-04-25
Facility ID: 0511265
Site ID: 357383
Spill Date: 2005-12-28
Spill Cause: Tank Test Failure
Spill Source: Private Dwelling
Spill Class: C3
Cleanup Ceased: Not reported
SWIS: 1413
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 2005-12-28
CID: 408
Water Affected: Not reported
Spill Notifier: Tank Tester
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: False
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 2005-12-28
Spill Record Last Update: 2006-05-31

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

LANG APARTMENT BUILDING (Continued)

S107523260

Spiller Name: ROBERT LONG
Spiller Company: APARTMENT BUILDING
Spiller Address: 187-189 UNION STREET
Spiller County: 001
Spiller Contact: ROBERT LONG
Spiller Phone: (845) 876-6900
Spiller Extension: Not reported
DEC Region: 3
DER Facility ID: 307411
DEC Memo: "also called in as sp# 0512690 Based on the information contained in the 4/25/06 Closure Report prepared by Fuss & O'Neil, no further action will be required. All contaminants were below TAGM in the post ex samples with the exception of total xylenes which only slightly exceeded the clean up objective."
Remarks: "NOTIFY CLIENTS THAT THEY NEED TO DO SOMETHING WITH IT, THEY HEARD SOME BUBBLING, SO THE LINE MIGHT NEED REPLACEMENT"

All Materials:

Site ID: 357383
Operable Unit ID: 1114657
Operable Unit: 01
Material ID: 2104725
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: G
Recovered: .00
Oxygenate: Not reported

G38
North
1/4-1/2
0.365 mi.
1929 ft.

CH - WATER ST. - POUGHKEEPSIE MGP
NORTH WATER STREET
POUGHKEEPSIE, NY 12601

NY VCP **S106906509**
NY BROWNFIELDS **N/A**

Site 1 of 2 in cluster G

Relative:
Higher

VCP:

Actual:
71 ft.

Name: CH - WATER ST. - POUGHKEEPSIE MGP
Address: NORTH WATER STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Program Type: VCP
Site Code: 56927
HW Code: V00291
Site Class: N
SWIS: 1413
Region: 3
Town: Poughkeepsie (c)
Acres: Not reported
Date Record Added: 11/30/2000
Date Record Updated: 04/08/2011
Updated By: RXSCHICK
Site Description: " See C314070"
Env Problem: ""
Health Problem: ""
Dump: Not reported
Structure: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CH - WATER ST. - POUGHKEEPSIE MGP (Continued)

S106906509

Lagoon: Not reported
Landfill: Not reported
Pond: Not reported
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 6
Sub Type: ZZZ
Owner Name: Not reported
Owner Company: CENTRAL HUDSON GAS & ELECTRIC CORP.
Owner Address: Not reported
Owner Addr2: Not reported
Owner City,St,Zip: ZZ
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

BROWNFIELDS:

Name: CH - WATER ST. - POUGHKEEPSIE MGP
Address: NORTH WATER STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Program: BCP
Site Code: 57435
Acres: 13.000
HW Code: C314070
SWIS: 1413
Town: Poughkeepsie (c)
Record Added Date: 06/15/2004
Record Updated Date: 06/09/2021
Update By: DJEATON
Site Description: "Location: The site is located on the eastern bank of the Hudson River at the end of Dutchess Avenue, in the north end of the City of Poughkeepsie. The site is approximately 13 acres in size and is bounded by: the Hudson River to the west, Dutchess Avenue to the north, North Water Street to the east and the Fallkill Creek to the south. An abandoned lumber treatment facility (AC Dutton Lumber), remediated under a Brownfield Cleanup Agreement and currently under redevelopment, forms the remainder of the northern site boundary. To the east, beyond Water Street, lies a Metro North railroad yard. Site Features: The upland portion of the site consists of two relatively flat terraces, separated by steep, rocky slopes with very thin soil cover. The lower terrace lies on the banks of the Hudson River, roughly 5-10 feet above sea level. The upper terrace is roughly 50 feet higher, bordering Water Street. The only permanent structure located at the site is an unoccupied cinder block valve house

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CH - WATER ST. - POUGHKEEPSIE MGP (Continued)

S106906509

associated with the gas regulator station. Important energy infrastructure is located on the site. Gas and electric lines cross beneath the Hudson River at this location, and connect with gas and electrical lines which serve much wider areas surrounding Poughkeepsie. An electrical transformer station is located on the lower terrace at the southwestern portion of the site, where the electrical transmission line meets the shoreline and a natural gas regulator station occupies the northwestern corner of the lower terrace of the site where the gas transmission line meets the shoreline. The transformer station and regulator station are each enclosed within a fence. Current Zoning and Land Use: The site is zoned for industrial use. Surrounding land uses are predominantly, but not exclusively, industrial. Immediately north and south of the site, riverfront access provides for recreational use of the waterfront. Immediately across Dutchess Avenue to the north of the site, a large scale restricted residential redevelopment is underway. Two residences are situated directly across Dutchess Avenue at the northeast corner of the site. The City of Poughkeepsie has supported efforts to construct a continuous pedestrian walkway along the river bank, and to connect this walkway with the Walkway Over the Hudson, which occupies a former railroad bridge that spans the site and the Hudson River. It is anticipated that the riverfront walkway may be extended to include riverfront portions of this MGP site at some point in the future. Past Uses of the Site: The site housed a large manufactured gas plant (MGP) from 1911 to the mid-1950s. Coal tar from the gas manufacturing process leaked from storage vessels and piping and is still present in the subsurface. Some of these tars still discharge sporadically into the Hudson River. Previous investigations at the site include: Phase 1 Investigation (1986), Phase 2 Investigation (1990), Supplemental RCRA Testing (1991), Supplemental Preliminary Site Assessment (2000), Supplemental Land Investigation (2003), Supplemental Land and River Investigations (2004), Supplemental River and Land Investigations (2005). Site Geology and Hydrogeology: The upper tier of the site consists of highly deformed slate and limestone bedrock, with a very thin fill cover. The lower tier consists of fill containing broken rock derived from the blasting of the cliff face and silty sand. Bedrock on the lower tier ranges from 0 to 15' below grade, deepening toward the river. Groundwater levels on the upper tier range from 10 to 19 feet below ground surface (bgs) and from 0 to 14 feet bgs on the lower tier. Flow in both the overburden and bedrock aquifers is to the west, toward the river. The Hudson River in this area is a tidal stream and tidal influences to near shore groundwater levels on the lower tier is pronounced. "

Env Problem:

"Contaminants of Concern: The principal waste disposed on the site was manufactured gas plant (MGP) tar, which is a brown, oily liquid that is slightly denser than water. Large amounts of this tar escaped into the subsurface from plant structures located on the lower terrace near the river bank. This tar can still be found in soils and bedrock beneath the site. Tar was also discharged directly to the Hudson River, where it is found in sediments on the river bottom. The tar contains high levels of benzene, toluene, ethylbenzene and xylenes, collectively known as BTEX, and polycyclic aromatic hydrocarbon (PAH) compounds. Both groups of compounds have been found in site groundwater. Impacted Media: The soil and bedrock aquifers beneath the western portion of the site, along the banks of the Hudson River, are contaminated with separate phase MGP tar and with

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CH - WATER ST. - POUGHKEEPSIE MGP (Continued)

S106906509

dissolved benzene, toluene, ethylbenzene and xylene (BTEX) and polycyclic aromatic hydrocarbon (PAH) compounds derived from the tar. MGP tar is being collected on a bi-annual basis from two wells along the western boundary of the site. Over 500 gallons have been collected from one overburden well along the riverfront. Hudson River sediments contain MGP tar and PAH contamination derived from the tar. Subsurface Soil and Bedrock: On the upper tier of the site, tar was observed in bedrock fractures in 3 of 32 soil borings. On the lower tier of the site, tar was observed in subsurface soil in 54 of 68 sample locations. BTEX was detected in 15 of the 20 samples analyzed. PAH constituents were detected in 19 of 20 samples. Total BTEX concentrations ranged from 0.001 to 916 parts per million (ppm) and total PAH concentrations ranged from 0.17 ppm to 16,300 ppm. Twelve of the 20 samples analyzed contained concentrations of the following individual constituents above the industrial use soil clean-up objectives (SCOs): benzene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, naphthalene, phenanthrene, and pyrene. Six subsurface soil samples were collected and analyzed for target analyte list (TAL) metals. One or more metals were detected at each location. Arsenic was detected at concentrations exceeding industrial use SCOs at one location that is co-located with visible non-aqueous phase liquid (NAPL) and industrial use SCO exceedances for PAHs. Surface Soil: Twenty-two surface soil samples were collected and analyzed for BTEX and PAHs. BTEX constituents were detected in 7 of the 22 samples with total BTEX concentrations ranging from 0.00061 ppm to 151 ppm. No samples exhibited concentrations of individual BTEX constituents above industrial use SCOs. PAH constituents were detected in 21 of the 22 samples, with detected total PAH concentrations ranging from 0.55 ppm to 5,200 ppm. Thirteen of the twenty-two samples exhibited concentrations of one or more of the following individual PAH constituents exceeding industrial use SCOs: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3,c-d)pyrene, naphthalene. Twenty surface soil samples were analyzed for TAL metals. Measurable concentrations of metals were detected in 14 of the 20 samples. None of the concentrations exceeded industrial use SCOs. Groundwater: In three overburden wells sampled, BTEX concentrations ranged from non-detect to 9,744 parts per billion (ppb) and total PAH concentrations ranged from non-detect to 691 ppb. Trace thicknesses of NAPL were observed in all three overburden wells. In four bedrock wells sampled, total BTEX concentrations ranged from non-detect to 138 ppb and total PAH concentrations ranged from non-detect to 462 ppb. In three bedrock wells sampled for TAL metals, cadmium was detected at concentrations ranging from 5 to 8 ppb and cyanide was detected at concentrations ranging from 80 to 460 ppb. Trace thicknesses of non-aqueous phase liquid (NAPL) were observed in three of the four bedrock wells sampled. Groundwater samples exceeded Ambient Water Quality Standards for the following individual constituents: benzene, ethylbenzene, m/p-Xylene, o-Xylene and toluene; acenaphthene, benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, fluorene, indeno(1,2,3-cd)pyrene, naphthalene, phenanthrene, pyrene, cadmium and cyanide. Sediment: Tar impacted sediments extend approximately 300 feet from the shoreline, and from approximately 350 feet north of the gas transmission line to approximately 350 feet south of the electrical transmission line. BTEX was observed in each of the nine sediment samples analyzed for volatile organic compounds

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CH - WATER ST. - POUGHKEEPSIE MGP (Continued)

S106906509

(VOCs), with total BTEX concentrations ranging from 0.0091 ppm to 1,310 ppm. PAHs were detected in 239 of 249 samples analyzed for semi-volatile organic compounds (SVOCs), with concentrations ranging from non-detect to 21,200 ppm. 207 of the 239 samples collected for SVOC analysis exceeded the Class A sediment screening value of 4 ppm total PAH. Surface Water: Three surface water samples were collected from the Hudson River for analysis. Although none of the analytical results exceeded ambient water quality standards, the gas ebullition within tar-impacted river sediments routinely results in sheens and slicks on the river surface near the site. Soil Vapor: Two of the twenty four soil vapor samples collected on the site exhibited detectable levels of benzene ranging from 32 ug/m3 to 64 ug/m3. Special Resources impacted. The Hudson River is impacted by coal tar in the area near the MGP site, with both sediments and the overlying water column affected. Tar continues to move into the Hudson River by subsurface migration from upland source areas, but the principal impact of tar to the water column is the result of releases of tar from the tar contaminated on the river bottom which causes frequent slicks and sheens on the water surface, primarily during the warm weather months. The site is within the Kingston-Poughkeepsie Deepwater Significant Coastal Fish and Wildlife Habitat area, a stretch of the Hudson River that is ecologically important to the life history of two endangered species, the Atlantic and Shortnose Sturgeon."

Health Problem:

"Access to the site is restricted and measures are in place to control the potential for coming in contact with subsurface soil and groundwater contamination remaining on the site. Contaminated groundwater at the site is not used for drinking or other purposes, and the site is served by a public water supply that obtains water from a different source not affected by this contamination. Volatile organic compounds in the soil or groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. Because there are no occupied buildings on the site, the inhalation of site-related contaminants due to soil vapor intrusion does not represent a current concern. People using the Hudson River for recreational purposes such as boating may come into contact with site-related contaminants associated with sheens present on the water's surface. "

Dump:	False
Structure:	False
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	False
Record Add:	2004-07-20 12:37:00
Record Upd:	2015-12-31 10:15:00
Updated By:	HTWILLEM
Own Op:	6
Sub Type:	P02
Owner Name:	Wayne Mancroni
Owner Company:	Central Hudson Gas And Electric Corporation

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CH - WATER ST. - POUGHKEEPSIE MGP (Continued)

S106906509

Owner Address:	284 South Avenue
Owner Addr2:	Not reported
Owner City,St,Zip:	Poughkeepsie, NY 12601
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	C01
Owner Name:	Not reported
Owner Company:	Adriance Memorial Library
Owner Address:	93 Market Street
Owner Addr2:	Not reported
Owner City,St,Zip:	Poughkeepsie, NY 12601
Owner Country:	United States of America
Own Op:	1
Sub Type:	E
Owner Name:	Not reported
Owner Company:	CENTRAL HUDSON GAS & ELECTRIC CORP.
Owner Address:	Not reported
Owner Addr2:	Not reported
Owner City,St,Zip:	ZZ
Owner Country:	United States of America
HW Code:	C314070
Waste Type:	benzene, toluene, ethylbenzene and xylenes (BTEX)
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314070
Waste Type:	polycyclic aromatic hydrocarbons (PAHS), total
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314070
Waste Type:	COAL TAR
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	1505139
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2015-08-13 13:56:00
Record Updated:	2015-08-13 13:56:00
Updated By:	JBODEE
Crossref ID:	1204807
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2012-08-13 16:34:00
Record Updated:	2012-08-13 16:34:00
Updated By:	kabrowne
Crossref ID:	1107071
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2013-10-04 14:47:00
Record Updated:	2013-10-04 14:47:00
Updated By:	JBODEE
Crossref ID:	1307008
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2013-10-04 15:14:00
Record Updated:	2013-10-04 15:14:00
Updated By:	JBODEE
Crossref ID:	1810264

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CH - WATER ST. - POUGHKEEPSIE MGP (Continued)

S106906509

Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2019-01-08 12:08:00
Record Updated:	2019-01-08 12:08:00
Updated By:	MDKILMER
Crossref ID:	1809985
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2018-12-28 11:06:00
Record Updated:	2018-12-28 11:06:00
Updated By:	BTRANSOM
Crossref ID:	1809484
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2018-12-11 09:25:00
Record Updated:	2018-12-11 09:25:00
Updated By:	MXLENNNA
Crossref ID:	1809408
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2018-12-10 09:11:00
Record Updated:	2018-12-10 09:11:00
Updated By:	RDBENDEL
Crossref ID:	1903830
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2019-08-14 09:00:00
Record Updated:	2019-08-14 09:00:00
Updated By:	JBODEE
Crossref ID:	1907204
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2019-10-17 12:17:00
Record Updated:	2019-10-17 12:17:00
Updated By:	JAGIORDA
Crossref ID:	1810230
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2019-01-07 12:08:00
Record Updated:	2019-01-07 12:08:00
Updated By:	GAAHLERS
Crossref ID:	1810310
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2019-01-09 09:52:00
Record Updated:	2019-01-09 09:52:00
Updated By:	GAAHLERS
Crossref ID:	1809454
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2018-12-10 12:56:00
Record Updated:	2018-12-10 12:56:00
Updated By:	RDBENDEL
Crossref ID:	1706844
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2017-10-16 10:43:00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CH - WATER ST. - POUGHKEEPSIE MGP (Continued)

S106906509

Record Updated:	2017-10-16 10:43:00
Updated By:	JBODEE
Crossref ID:	D3-0004-99-04
Cross Ref Type Code:	23
Cross Ref Type:	Agreement/Consent Order Number
Record Added Date:	2018-02-08 09:22:00
Record Updated:	2018-02-08 09:22:00
Updated By:	DKMACNEA
Crossref ID:	2007591
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2020-11-24 13:36:00
Record Updated:	2020-11-24 13:36:00
Updated By:	JBODEE
Crossref ID:	1810078
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2020-11-17 11:15:00
Record Updated:	2020-11-17 11:15:00
Updated By:	JBODEE
Crossref ID:	1810618
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2020-11-17 11:15:00
Record Updated:	2020-11-17 11:15:00
Updated By:	JBODEE
Crossref ID:	2001626
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2020-06-05 10:32:00
Record Updated:	2020-06-05 10:32:00
Updated By:	MXSWEENE
Crossref ID:	1905763
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2020-11-17 11:14:00
Record Updated:	2020-11-17 11:14:00
Updated By:	JBODEE
Crossref ID:	2007392
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2020-11-17 10:35:00
Record Updated:	2020-11-17 10:35:00
Updated By:	JBODEE
Crossref ID:	2001595
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2020-11-17 10:20:00
Record Updated:	2020-11-17 10:20:00
Updated By:	JBODEE
Crossref ID:	1004569
Cross Ref Type Code:	01
Cross Ref Type:	Spill No.
Record Added Date:	2010-07-23 12:49:00
Record Updated:	2010-07-23 12:49:00
Updated By:	jbodee
Crossref ID:	1003415

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

CH - WATER ST. - POUGHKEEPSIE MGP (Continued)

S106906509

Cross Ref Type Code: 01
Cross Ref Type: Spill No.
Record Added Date: 2010-07-01 08:53:00
Record Updated: 2010-07-01 08:53:00
Updated By: ELMOORE
Crossref ID: 1005242
Cross Ref Type Code: 01
Cross Ref Type: Spill No.
Record Added Date: 2011-03-25 14:48:00
Record Updated: 2011-03-25 14:48:00
Updated By: jbodee
Crossref ID: 1012704
Cross Ref Type Code: 01
Cross Ref Type: Spill No.
Record Added Date: 2011-03-25 14:49:00
Record Updated: 2011-03-25 14:49:00
Updated By: jbodee
Crossref ID: V00291
Cross Ref Type Code: 04
Cross Ref Type: VCP Site ID
Record Added Date: 2007-03-14 10:07:00
Record Updated: 2007-03-14 10:07:00
Updated By: KEREINH

G39
North
1/4-1/2
0.391 mi.
2065 ft.

POUGHKEEPSIE GAS WORKS
NORTH WATER STREET
POUGHKEEPSIE, NY 12601

EDR MGP 1008408025
N/A

Site 2 of 2 in cluster G

Relative:
Higher

Manufactured Gas Plants:
No additional information available

Actual:
52 ft.

40
SSE
1/4-1/2
0.405 mi.
2138 ft.

GRAY RESIDENCE
72 PINE ST
POUGHKEEPSIE, NY

NY LTANKS S105055173
NY Spills N/A

Relative:
Higher

LTANKS:
Name: KATUSA
Address: 72 PINE ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0103270 / 2001-07-18
Facility ID: 0103270
Site ID: 154727
Spill Date: 2001-06-24
Spill Cause: Tank Failure
Spill Source: Private Dwelling
Spill Class: C3
Cleanup Ceased: Not reported
SWIS: 1446
Investigator: VPMCCABE
Referred To: Not reported

Actual:
106 ft.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

GRAY RESIDENCE (Continued)

S105055173

Reported to Dept: 2001-06-25
CID: 281
Water Affected: Not reported
Spill Notifier: Local Agency
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: True
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 2001-06-25
Spill Record Last Update: 2004-08-11
Spiller Name: Not reported
Spiller Company: JOE KATUSA-LANDLORD
Spiller Address: UNKNOWN
Spiller County: 001
Spiller Contact: HOWARD GONIA
Spiller Phone: (845) 486-3422
Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 131162
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MCCABE 07/18/2001 SEE 5 PAGE UPDATE BY V. MCCABE. NO FURTHER ACTION. This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 06/25/01, 'Phone' = 6/27/2001, 'Site Insp' = 7/18/2001. "
Remarks: "TENANT AT ABOVE ADDRESS REPORTED TO HEALTH DEPT THAT OIL TANK IN BASEMENT IS LEAKING. HEALTH DEPT WILL RESPOND TO LOCATION ON 6-26-01 AND INVESTIGATE COMPLAINT. NO FURTHER INFORMATION ON SPILLER (PROPERTY OWNER) AT THIS TIME."

All Materials:

Site ID: 154727
Operable Unit ID: 840024
Operable Unit: 01
Material ID: 535361
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

SPILLS:

Name: GRAY RESIDENCE
Address: 72 PINE ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0905536 / 2009-08-12
Facility ID: 0905536
Facility Type: ER
DER Facility ID: 131162
Site ID: 417806
DEC Region: 3
Spill Cause: Human Error
Spill Class: C3

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

GRAY RESIDENCE (Continued)

S105055173

SWIS: 1446
Spill Date: 2009-08-12
Investigator: JPCUMMIN
Referred To: Not reported
Reported to Dept: 2009-08-12
CID: Not reported
Water Affected: Not reported
Spill Source: Private Dwelling
Spill Notifier: Responsible Party
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2009-08-12
Spill Record Last Update: 2009-08-12
Spiller Name: DAVE WOOD
Spiller Company: BOTTINI FUEL
Spiller Address: 2785 WEST MAIN ST
Spiller Company: 999
Contact Name: DAVE WOOD
DEC Memo: "8-12-09 Cleaned up. jc 8-12-09: V.Mc.site inspect.: Clean up completed using bio-solve type de-greaser. NFA."
Remarks: "DUE TO AN OVERFILL ABOUT HALF A GALLON SPILLED TO CONCRETE. CLEAN UP WAS DONE."

All Materials:
Site ID: 417806
Operable Unit ID: 1174015
Operable Unit: 01
Material ID: 2166236
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .50
Units: G
Recovered: .50
Oxygenate: Not reported

41
South
1/4-1/2
0.422 mi.
2230 ft.

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT
176 RINALDI BOULEVARD
POUGHKEEPSIE, NY 12601

NY ENG CONTROLS
NY INST CONTROL
NY VCP
NY BROWNFIELDS

S105859094
N/A

Relative:
Lower
Actual:
34 ft.

ENG CONTROLS:
Name: FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT
Address: 176 RINALDI BOULEVARD
City,State,Zip: POUGHKEEPSIE, NY 12601-
Site Code: 57370
HW Code: C314109
Control Code: 15
Control Type: ENG
Date Record Added: 11/10/2006
Date Rec Updated: 04/22/2011

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Updated By: SRHEIGEL
Site Description: "Location Description: The Former City of Poughkeepsie Sewage Treatment Plant site is located at 176 Rinaldi Boulevard at the intersection of Rinaldi Boulevard and Hurlihe Street in the City of Poughkeepsie, Dutchess County. Site Features: The site consists of two parcels comprising a total of 7.1 acres. The site is now home to a catering facility and restaurant that opened in 2006. Current Zoning/Use: The site was developed in conjunction with the remedial program. A catering facility and restaurant now occupy the property. The surrounding area is predominantly residential and commercial. A pump station owned by the City continues to operate near the site. The site is bordered to the south by the former DeLaval Separator property and to the west by the Hudson River. Past Use(s) of the Site: The site was home to several industrial facilities throughout the years. It has been subject to the disposal of various forms of wastes, including sewage sludge, street cleaning debris and convenience dumping. Site Geology and Hydrogeology: The site is underlain by fill material. Clean fill was imported as part of the remedial program as a cover system. Historic fill is present below the clean fill over much of the site. Native soils, when encountered, consisted of silty sand mixture with some gravel and cobbles intermixed. Under the Brownfield Cleanup Program, a remedial program was completed in the Spring 2006. A Final Engineering Report was submitted and approved, and a Certificate of Completion was issued on August 30, 2006. The site is now in the Site Management phase."

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants at the site were petroleum products, semi-volatile organic compounds (SVOCs), and metals."

Health Problem: "All grossly contaminated soils have been removed from the site. Soils containing metals and semivolatiles exceeding TAGM 4046 guidance values have been moved to a soil consolidation zone beneath the site building eliminating the potential for direct contact exposure. A sub-slab depressurization was installed during the building's construction to address any soil vapor concerns. The area is served by municipal water. "

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: 41:41'94 /
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 1
Sub Type: C01
Owner Name: John C. Tkazyik
Owner Company: City of Poughkeepsie Industrial Development Agency
Owner Address: 62 Civic Center Plaza
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Owner Name: Joseph A. Bonura, Jr
Owner Company: Poughkeepsie Waterfront Development, LLC
Owner Address: 176 Rinaldi Boulevard
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314109
Waste Type: MERCURY
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: CHROMIUM
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: w3-1008-04-06
Cross Ref Type Code: 23
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-06-01 14:05:00
Record Updated: 2009-06-01 14:05:00
Updated By: THKNIZEK
Crossref ID: 02-2006-7016
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2009-06-01 14:11:00
Record Updated: 2009-06-01 14:11:00
Updated By: THKNIZEK

Name: FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT
Address: 176 RINALDI BOULEVARD
City,State,Zip: POUGHKEEPSIE, NY 12601-
Site Code: 57370
HW Code: C314109
Control Code: 13
Control Type: ENG
Date Record Added: 11/10/2006
Date Rec Updated: 04/22/2011
Updated By: SRHEIGEL
Site Description: "Location Description: The Former City of Poughkeepsie Sewage Treatment Plant site is located at 176 Rinaldi Boulevard at the intersection of Rinaldi Boulevard and Hurlihe Street in the City of Poughkeepsie, Dutchess County. Site Features: The site consists of two parcels comprising a total of 7.1 acres. The site is now home to a catering facility and restaurant that opened in 2006. Current Zoning/Use: The site was developed in conjunction with the remedial program. A catering facility and restaurant now occupy the property.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

The surrounding area is predominantly residential and commercial. A pump station owned by the City continues to operate near the site. The site is bordered to the south by the former DeLaval Separator property and to the west by the Hudson River. Past Use(s) of the Site: The site was home to several industrial facilities throughout the years. It has been subject to the disposal of various forms of wastes, including sewage sludge, street cleaning debris and convenience dumping. Site Geology and Hydrogeology: The site is underlain by fill material. Clean fill was imported as part of the remedial program as a cover system. Historic fill is present below the clean fill over much of the site. Native soils, when encountered, consisted of silty sand mixture with some gravel and cobbles intermixed. Under the Brownfield Cleanup Program, a remedial program was completed in the Spring 2006. A Final Engineering Report was submitted and approved, and a Certificate of Completion was issued on August 30, 2006. The site is now in the Site Management phase."

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants at the site were petroleum products, semi-volatile organic compounds (SVOCs), and metals."

Health Problem: "All grossly contaminated soils have been removed from the site. Soils containing metals and semivolatiles exceeding TAGM 4046 guidance values have been moved to a soil consolidation zone beneath the site building eliminating the potential for direct contact exposure. A sub-slab depressurization was installed during the building's construction to address any soil vapor concerns. The area is served by municipal water. "

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: 41:41'94 /
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 1
Sub Type: C01
Owner Name: John C. Tkazyik
Owner Company: City of Poughkeepsie Industrial Development Agency
Owner Address: 62 Civic Center Plaza
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph A. Bonura, Jr
Owner Company: Poughkeepsie Waterfront Development, LLC
Owner Address: 176 Rinaldi Boulevard
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314109
Waste Type: MERCURY
Waste Quantity: UNKNOWN

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: CHROMIUM
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: w3-1008-04-06
Cross Ref Type Code: 23
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-06-01 14:05:00
Record Updated: 2009-06-01 14:05:00
Updated By: THKNIZEK
Crossref ID: 02-2006-7016
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2009-06-01 14:11:00
Record Updated: 2009-06-01 14:11:00
Updated By: THKNIZEK

INST CONTROL:

Name: FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT
Address: 176 RINALDI BOULEVARD
City,State,Zip: POUGHKEEPSIE, NY 12601-
Site Code: 57370
Control Name: Environmental Easement
HW Code: C314109
Control Code: J
Control Type: INST
Dt record added: 11/10/2006
Dt rec updated: 04/22/2011
Updated By: SRHEIGEL
Site Code: 57370
Site Description: "Location Description: The Former City of Poughkeepsie Sewage Treatment Plant site is located at 176 Rinaldi Boulevard at the intersection of Rinaldi Boulevard and Hurlihe Street in the City of Poughkeepsie, Dutchess County. Site Features: The site consists of two parcels comprising a total of 7.1 acres. The site is now home to a catering facility and restaurant that opened in 2006. Current Zoning/Use: The site was developed in conjunction with the remedial program. A catering facility and restaurant now occupy the property. The surrounding area is predominantly residential and commercial. A pump station owned by the City continues to operate near the site. The site is bordered to the south by the former DeLaval Separator property and to the west by the Hudson River. Past Use(s) of the Site: The site was home to several industrial facilities throughout the years. It has been subject to the disposal of various forms of

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

wastes, including sewage sludge, street cleaning debris and convenience dumping. Site Geology and Hydrogeology: The site is underlain by fill material. Clean fill was imported as part of the remedial program as a cover system. Historic fill is present below the clean fill over much of the site. Native soils, when encountered, consisted of silty sand mixture with some gravel and cobbles intermixed. Under the Brownfield Cleanup Program, a remedial program was completed in the Spring 2006. A Final Engineering Report was submitted and approved, and a Certificate of Completion was issued on August 30, 2006. The site is now in the Site Management phase."

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Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: 41:41'94 /

Dell: Not reported

Record Add: Not reported

Record Upd: Not reported

Updated By: Not reported

Own Op: 1

Sub Type: C01

Owner Name: John C. Tkazyik

Owner Company: City of Poughkeepsie Industrial Development Agency

Owner Address: 62 Civic Center Plaza

Owner Addr2: Not reported

Owner City,St,Zip:Poughkeepsie, NY 12601

Owner Country: United States of America

Own Op: 6

Sub Type: P03

Owner Name: Joseph A. Bonura, Jr

Owner Company: Poughkeepsie Waterfront Development, LLC

Owner Address: 176 Rinaldi Boulevard

Owner Addr2: Not reported

Owner City,St,Zip:Poughkeepsie, NY 12601

Owner Country: United States of America

HW Code: C314109

Waste Type: MERCURY

Waste Quantity: UNKNOWN

Waste Code: Not reported

HW Code: C314109

Waste Type: BENZO(A)PYRENE

Waste Quantity: UNKNOWN

Waste Code: Not reported

HW Code: C314109

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: CHROMIUM
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: w3-1008-04-06
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-06-01 14:05:00
Record Updated: 2009-06-01 14:05:00
Updated By: THKNIZEK
Crossref ID: 02-2006-7016
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2009-06-01 14:11:00
Record Updated: 2009-06-01 14:11:00
Updated By: THKNIZEK

Name: FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT
Address: 176 RINALDI BOULEVARD
City,State,Zip: POUGHKEEPSIE, NY 12601-
Site Code: 57370
Control Name: Site Management Plan
HW Code: C314109
Control Code: 32
Control Type: INST
Dt record added: 11/10/2006
Dt rec updated: 04/22/2011
Updated By: SRHEIGEL
Site Code: 57370

Site Description: "Location Description: The Former City of Poughkeepsie Sewage Treatment Plant site is located at 176 Rinaldi Boulevard at the intersection of Rinaldi Boulevard and Hurlihe Street in the City of Poughkeepsie, Dutchess County. Site Features: The site consists of two parcels comprising a total of 7.1 acres. The site is now home to a catering facility and restaurant that opened in 2006. Current Zoning/Use: The site was developed in conjunction with the remedial program. A catering facility and restaurant now occupy the property. The surrounding area is predominantly residential and commercial. A pump station owned by the City continues to operate near the site. The site is bordered to the south by the former DeLaval Separator property and to the west by the Hudson River. Past Use(s) of the Site: The site was home to several industrial facilities throughout the years. It has been subject to the disposal of various forms of wastes, including sewage sludge, street cleaning debris and convenience dumping. Site Geology and Hydrogeology: The site is underlain by fill material. Clean fill was imported as part of the remedial program as a cover system. Historic fill is present below the clean fill over much of the site. Native soils, when encountered, consisted of silty sand mixture with some gravel and cobbles intermixed. Under the Brownfield Cleanup Program, a remedial program

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

was completed in the Spring 2006. A Final Engineering Report was submitted and approved, and a Certificate of Completion was issued on August 30, 2006. The site is now in the Site Management phase."

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants at the site were petroleum products, semi-volatile organic compounds (SVOCs), and metals."

Health Problem: "All grossly contaminated soils have been removed from the site. Soils containing metals and semivolatiles exceeding TAGM 4046 guidance values have been moved to a soil consolidation zone beneath the site building eliminating the potential for direct contact exposure. A sub-slab depressurization was installed during the building's construction to address any soil vapor concerns. The area is served by municipal water. "

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: 41:41'94 /
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 1
Sub Type: C01
Owner Name: John C. Tkazyik
Owner Company: City of Poughkeepsie Industrial Development Agency
Owner Address: 62 Civic Center Plaza
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph A. Bonura, Jr
Owner Company: Poughkeepsie Waterfront Development, LLC
Owner Address: 176 Rinaldi Boulevard
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314109
Waste Type: MERCURY
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: CHROMIUM
Waste Quantity: UNKNOWN
Waste Code: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

HW Code: C314109
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: w3-1008-04-06
Cross Ref Type Code: 01
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-06-01 14:05:00
Record Updated: 2009-06-01 14:05:00
Updated By: THKNIZEK
Crossref ID: 02-2006-7016
Cross Ref Type Code: 01
Cross Ref Type: County Recording Identifier
Record Added Date: 2009-06-01 14:11:00
Record Updated: 2009-06-01 14:11:00
Updated By: THKNIZEK

Name: FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT
Address: 176 RINALDI BOULEVARD
City,State,Zip: POUGHKEEPSIE, NY 12601-
Site Code: 57370
Control Name: Ground Water Use Restriction
HW Code: C314109
Control Code: 08
Control Type: INST
Dt record added: 11/10/2006
Dt rec updated: 04/22/2011
Updated By: SRHEIGEL
Site Code: 57370

Site Description: "Location Description: The Former City of Poughkeepsie Sewage Treatment Plant site is located at 176 Rinaldi Boulevard at the intersection of Rinaldi Boulevard and Hurlihe Street in the City of Poughkeepsie, Dutchess County. Site Features: The site consists of two parcels comprising a total of 7.1 acres. The site is now home to a catering facility and restaurant that opened in 2006. Current Zoning/Use: The site was developed in conjunction with the remedial program. A catering facility and restaurant now occupy the property. The surrounding area is predominantly residential and commercial. A pump station owned by the City continues to operate near the site. The site is bordered to the south by the former DeLaval Separator property and to the west by the Hudson River. Past Use(s) of the Site: The site was home to several industrial facilities throughout the years. It has been subject to the disposal of various forms of wastes, including sewage sludge, street cleaning debris and convenience dumping. Site Geology and Hydrogeology: The site is underlain by fill material. Clean fill was imported as part of the remedial program as a cover system. Historic fill is present below the clean fill over much of the site. Native soils, when encountered, consisted of silty sand mixture with some gravel and cobbles intermixed. Under the Brownfield Cleanup Program, a remedial program was completed in the Spring 2006. A Final Engineering Report was submitted and approved, and a Certificate of Completion was issued on August 30, 2006. The site is now in the Site Management phase."

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants at the site were petroleum products, semi-volatile organic compounds (SVOCs), and metals."

Health Problem: "All grossly contaminated soils have been removed from the site."

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Soils containing metals and semivolatiles exceeding TAGM 4046 guidance values have been moved to a soil consolidation zone beneath the site building eliminating the potential for direct contact exposure. A sub-slab depressurization was installed during the building's construction to address any soil vapor concerns. The area is served by municipal water. "

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: 41:41'94 /
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 1
Sub Type: C01
Owner Name: John C. Tkazyik
Owner Company: City of Poughkeepsie Industrial Development Agency
Owner Address: 62 Civic Center Plaza
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph A. Bonura, Jr
Owner Company: Poughkeepsie Waterfront Development, LLC
Owner Address: 176 Rinaldi Boulevard
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314109
Waste Type: MERCURY
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: CHROMIUM
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: w3-1008-04-06
Cross Ref Type Code: 23
Cross Ref Type: Agreement/Consent Order Number

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Record Added Date: 2009-06-01 14:05:00

Record Updated: 2009-06-01 14:05:00

Updated By: THKNIZEK

Crossref ID: 02-2006-7016

Cross Ref Type Code:

Cross Ref Type: County Recording Identifier

Record Added Date: 2009-06-01 14:11:00

Record Updated: 2009-06-01 14:11:00

Updated By: THKNIZEK

Name: FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT

Address: 176 RINALDI BOULEVARD

City,State,Zip: POUGHKEEPSIE, NY 12601-

Site Code: 57370

Control Name: Landuse Restriction

HW Code: C314109

Control Code: 25

Control Type: INST

Dt record added: 11/10/2006

Dt rec updated: 04/22/2011

Updated By: SRHEIGEL

Site Code: 57370

Site Description: "Location Description: The Former City of Poughkeepsie Sewage Treatment Plant site is located at 176 Rinaldi Boulevard at the intersection of Rinaldi Boulevard and Hurlihe Street in the City of Poughkeepsie, Dutchess County. Site Features: The site consists of two parcels comprising a total of 7.1 acres. The site is now home to a catering facility and restaurant that opened in 2006. Current Zoning/Use: The site was developed in conjunction with the remedial program. A catering facility and restaurant now occupy the property. The surrounding area is predominantly residential and commercial. A pump station owned by the City continues to operate near the site. The site is bordered to the south by the former DeLaval Separator property and to the west by the Hudson River. Past Use(s) of the Site: The site was home to several industrial facilities throughout the years. It has been subject to the disposal of various forms of wastes, including sewage sludge, street cleaning debris and convenience dumping. Site Geology and Hydrogeology: The site is underlain by fill material. Clean fill was imported as part of the remedial program as a cover system. Historic fill is present below the clean fill over much of the site. Native soils, when encountered, consisted of silty sand mixture with some gravel and cobbles intermixed. Under the Brownfield Cleanup Program, a remedial program was completed in the Spring 2006. A Final Engineering Report was submitted and approved, and a Certificate of Completion was issued on August 30, 2006. The site is now in the Site Management phase."

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants at the site were petroleum products, semi-volatile organic compounds (SVOCs), and metals."

Health Problem: "All grossly contaminated soils have been removed from the site. Soils containing metals and semivolatiles exceeding TAGM 4046 guidance values have been moved to a soil consolidation zone beneath the site building eliminating the potential for direct contact exposure. A sub-slab depressurization was installed during the building's construction to address any soil vapor concerns. The area is served by municipal water. "

Dump: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: 41:41'94 /
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 1
Sub Type: C01
Owner Name: John C. Tkazyik
Owner Company: City of Poughkeepsie Industrial Development Agency
Owner Address: 62 Civic Center Plaza
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph A. Bonura, Jr
Owner Company: Poughkeepsie Waterfront Development, LLC
Owner Address: 176 Rinaldi Boulevard
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314109
Waste Type: MERCURY
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: CHROMIUM
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314109
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: w3-1008-04-06
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-06-01 14:05:00
Record Updated: 2009-06-01 14:05:00
Updated By: THKNIZEK
Crossref ID: 02-2006-7016
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2009-06-01 14:11:00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Record Updated: 2009-06-01 14:11:00

Updated By: THKNIZEK

VCP:

Name: FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT
Address: RINALDI BOULEVARD AND HURLIHE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601-
Program Type: VCP
Site Code: 57157
HW Code: V00639
Site Class: N
SWIS: 1413
Region: 3
Town: Poughkeepsie (c)
Acres: 7.100
Date Record Added: 02/21/2003
Date Record Updated: 01/18/2005
Updated By: AJSYLVES
Site Description: "Spill # 0011810."
Env Problem: ""
Health Problem: ""
Dump: Not reported
Structure: Not reported
Lagoon: Not reported
Landfill: Not reported
Pond: Not reported
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 6
Sub Type: ZZZ
Owner Name: JOSEPH A. BONURA
Owner Company: ANTHONYS PIER 9
Owner Address: 2975 ROUTE 9W SOUTH
Owner Addr2: Not reported
Owner City,St,Zip: NEW WINDSOR, NY 12553
Owner Country: United States of America
Own Op: 1
Sub Type: ZZZ
Owner Name: Not reported
Owner Company: CITY OF POUGHKEEPSIE
Owner Address: P.O. BOX 300
Owner Addr2: Not reported
Owner City,St,Zip: POUGHKEEPSIE, NY 12602
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Record Updated: Not reported
Updated By: Not reported

BROWNFIELDS:

Name: FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT
Address: 176 RINALDI BOULEVARD
City,State,Zip: POUGHKEEPSIE, NY 12601-
Program: BCP
Site Code: 57370
Acres: 5.470
HW Code: C314109
SWIS: 1413
Town: Poughkeepsie (c)
Record Added Date: 04/02/2004
Record Updated Date: 11/03/2020
Update By: GWHEITZM
Site Description:

"Location Description: The Former City of Poughkeepsie Sewage Treatment Plant site is located at 176 Rinaldi Boulevard at the intersection of Rinaldi Boulevard and Hurlihe Street in the City of Poughkeepsie, Dutchess County. Site Features: The site consists of two parcels comprising a total of 7.1 acres. The site is now home to a catering facility and restaurant that opened in 2006. Current Zoning/Use: The site was developed in conjunction with the remedial program. A catering facility and restaurant now occupy the property. The surrounding area is predominantly residential and commercial. A pump station owned by the City continues to operate near the site. The site is bordered to the south by the former DeLaval Separator property and to the west by the Hudson River. Past Use(s) of the Site: The site was home to several industrial facilities throughout the years. It has been subject to the disposal of various forms of wastes, including sewage sludge, street cleaning debris and convenience dumping. Site Geology and Hydrogeology: The site is underlain by fill material. Clean fill was imported as part of the remedial program as a cover system. Historic fill is present below the clean fill over much of the site. Native soils, when encountered, consisted of silty sand mixture with some gravel and cobbles intermixed. Under the Brownfield Cleanup Program, a remedial program was completed in the Spring 2006. A Final Engineering Report was submitted and approved, and a Certificate of Completion was issued on August 30, 2006. The site is now in the Site Management phase."

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants at the site were petroleum products, semi-volatile organic compounds (SVOCs), and metals."

Health Problem: "All grossly contaminated soils have been removed from the site. Soils containing metals and semivolatiles exceeding TAGM 4046 guidance values have been moved to a soil consolidation zone beneath the site building eliminating the potential for direct contact exposure. A sub-slab depressurization was installed during the building's construction to address any soil vapor concerns. The area is served by municipal water. "

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

FORMER CITY OF POUGHKEEPSIE SEWAGE PLANT (Continued)

S105859094

Lat/Long:	41:41'94 /
Dell:	Not reported
Record Add:	Not reported
Record Upd:	Not reported
Updated By:	Not reported
Own Op:	1
Sub Type:	C01
Owner Name:	John C. Tkazyik
Owner Company:	City of Poughkeepsie Industrial Development Agency
Owner Address:	62 Civic Center Plaza
Owner Addr2:	Not reported
Owner City,St,Zip:	Poughkeepsie, NY 12601
Owner Country:	United States of America
Own Op:	6
Sub Type:	P03
Owner Name:	Joseph A. Bonura, Jr
Owner Company:	Poughkeepsie Waterfront Development, LLC
Owner Address:	176 Rinaldi Boulevard
Owner Addr2:	Not reported
Owner City,St,Zip:	Poughkeepsie, NY 12601
Owner Country:	United States of America
HW Code:	C314109
Waste Type:	MERCURY
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314109
Waste Type:	BENZO(A)PYRENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314109
Waste Type:	BENZO(A)PYRENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314109
Waste Type:	CHROMIUM
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314109
Waste Type:	ARSENIC
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	w3-1008-04-06
Cross Ref Type Code:	23
Cross Ref Type:	Agreement/Consent Order Number
Record Added Date:	2009-06-01 14:05:00
Record Updated:	2009-06-01 14:05:00
Updated By:	THKNIZEK
Crossref ID:	02-2006-7016
Cross Ref Type Code:	25
Cross Ref Type:	County Recording Identifier
Record Added Date:	2009-06-01 14:11:00
Record Updated:	2009-06-01 14:11:00
Updated By:	THKNIZEK

Map ID
Direction
Distance
Elevation

MAP FINDINGS

EDR ID Number
EPA ID Number

H42
East
1/4-1/2
0.458 mi.
2416 ft.

COUNTY OF DUTCHESS
22 MARKET STREET
POUGHKEEPSIE, NY 12601

Site 1 of 5 in cluster H

NY LTANKS
NY Spills
NY SPDES

S102155635
N/A

Relative:
Higher

Actual:
173 ft.

LTANKS:

Name: DUTCHESS CTY. OFFICE BLDG
Address: 22 MARKET STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9011974 / 1991-02-15
Facility ID: 9011974
Site ID: 143426
Spill Date: 1991-02-13
Spill Cause: Tank Overfill
Spill Source: Institutional, Educational, Gov., Other
Spill Class: Not reported
Cleanup Ceased: 1991-02-15
SWIS: 1446
Investigator: dxtraver
Referred To: Not reported
Reported to Dept: 1991-02-15
CID: Not reported
Water Affected: Not reported
Spill Notifier: Health Department
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: True
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 1991-02-20
Spill Record Last Update: 1991-03-15
Spiller Name: Not reported
Spiller Company: SEARS OIL
Spiller Address: Not reported
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 122333
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was TRAVER "
Remarks: "DUTCHESS CO. AND SPILLER CLEANED UP. CONTAINED IN BASEMENT. NFA"

All Materials:

Site ID: 143426
Operable Unit ID: 951894
Operable Unit: 01
Material ID: 428485
Material Code: 0002A
Material Name: #4 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: 100.00
Units: G
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

COUNTY OF DUTCHESS (Continued)

S102155635

SPILLS:

Name: COUNTY OFFICE BUILDING
Address: 22 MARKET STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0312989 / 2004-04-09
Facility ID: 0312989
Facility Type: ER
DER Facility ID: 122333
Site ID: 209488
DEC Region: 3
Spill Cause: Equipment Failure
Spill Class: C3
SWIS: 1446
Spill Date: 2003-08-25
Investigator: PBS
Referred To: Not reported
Reported to Dept: 2004-02-25
CID: 406
Water Affected: Not reported
Spill Source: Institutional, Educational, Gov., Other
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: True
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2004-02-25
Spill Record Last Update: 2004-08-11
Spiller Name: KEN MONAHAN
Spiller Company: DUTCHESS CO. OFFICE BUILD
Spiller Address: 22 MARKET ST.
Spiller Company: 001
Contact Name: KEN MONAHAN
DEC Memo: ""
Remarks: "Removing an underground tank this one had a piping leak. Soil sample was contaminated. This tank has had two other spills #9506821 and #9011974. Tank has since been replaced. Nothing has been done about the soil contam."

All Materials:

Site ID: 209488
Operable Unit ID: 880180
Operable Unit: 01
Material ID: 498160
Material Code: 0002A
Material Name: #4 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: L
Recovered: .00
Oxygenate: Not reported

Name: SPILL NUMBER 9506821
Address: 22 MARKET STREET

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

COUNTY OF DUTCHESS (Continued)

S102155635

City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9506821 / 1995-10-12
Facility ID: 9506821
Facility Type: ER
DER Facility ID: 122333
Site ID: 140662
DEC Region: 3
Spill Cause: Unknown
Spill Class: D5
SWIS: 1446
Spill Date: 1995-04-01
Investigator: UNASSIGNED
Referred To: Not reported
Reported to Dept: 1995-09-05
CID: Not reported
Water Affected: Not reported
Spill Source: Unknown
Spill Notifier: Other
Cleanup Ceased: 1995-10-12
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1948-12-27
Spill Record Last Update: 2004-02-20
Spiller Name: Not reported
Spiller Company: Not reported
Spiller Address: Not reported
Spiller Company: 001
Contact Name: Not reported
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was
02/20/04 SPILL FILE CORRUPTED ON COMPUTER DATABASE. NO HARD COPY OF
THE FILE EXISTS IN REGION 3 OFFICE. jbo"

Remarks:

""

All Materials:

Site ID: 140662
Operable Unit ID: 1017569
Operable Unit: 01
Material ID: 364778
Material Code: 0064A
Material Name: unknown material
Case No.: Not reported
Material FA: Other
Quantity: .00
Units: L
Recovered: .00
Oxygenate: Not reported

SPDES:

Name: COUNTY OF DUTCHESS
Address: 22 MARKET STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Permit Number: NYR20A386

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

COUNTY OF DUTCHESS (Continued)

S102155635

State-Region: 3
Expiration Date: Not reported
Current Major Minor Status: Not reported
Primary Facility SIC Code: Not reported
State Water Body Name: Not reported
Limit Set Status Flag: Not reported
Total Actual Average Flow(MGD): Not reported
Total App Design Flow(MGD): Not reported
UDF1: Not reported
Lat/Long: Not reported
DMR Cognizant Official: Not reported
UDF2: Not reported
UDF3: Not reported
FIPS County Code: Not reported

Non-Gov Permit Affiliation Type Desc: Not reported
Non-Gov Permit Org Formal Name: Not reported
Non-Gov Permit Street Address: Not reported
Non-Gov Permit Supplemental Location: Not reported
Non-Gov Permit City: Not reported
Non-Gov Permit State Code: Not reported
Non-Gov Permit Zip Code: Not reported
Non-Gov Facility Affiliation Type Desc: Not reported
Non-Gov Facility Org Formal Name: Not reported
Non-Gov Facility Street Address: Not reported
Non-Gov Facility Supplemental Location: Not reported
Non-Gov Facility City: Not reported
Non-Gov Facility State Code: Not reported
Non-Gov Facility Zip Code: Not reported
State Water Body: Not reported
Region Permit Processed: Not reported
Dow Discharge Class Code: Not reported
SPDES Class Description: MS4
Affiliation Type Description: Not reported
Name: MARCUS J MOLINARO
Contacts Title: COUNTY EXECUTIVE
Contacts Email: Not reported
NOI Submission Date: 03/27/2003

43
North
1/4-1/2
0.458 mi.
2420 ft.

A C DUTTON LUMBER CORPORATION
1 DUTCHESS AVE
POUGHKEEPSIE, NY 12601

NY ENG CONTROLS
NY INST CONTROL
NY BROWNFIELDS
NY MANIFEST

S110748435
N/A

Relative:
Lower
Actual:
8 ft.

ENG CONTROLS:
Name: A.C. DUTTON GREENWAY CITY
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505421
HW Code: C314123
Control Code: 15
Control Type: ENG
Date Record Added: 11/14/2016
Date Rec Updated: 05/27/2020
Updated By: MHSQUIRE
Site Description: "Location: The A.C. Dutton Greenway City Site is located in an urban area at 1 Dutchess Avenue, in the City of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is located in a Waterfront District, which allows for restricted-residential use and is currently vacant. Past Use of the Site: The site was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, a screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments. Native material, consisting of light brown silty sand, was encountered at approximately 5 feet below the surface. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-10-29 15:01:00
Record Upd: 2016-12-02 11:11:00
Updated By: JLVERRIG
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip: New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314123-05-15
Cross Ref Type Code: 23
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:27:00
Record Updated: 2016-11-02 13:27:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7528
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY NORTH TOWN
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505422
HW Code: C314124
Control Code: 15
Control Type: ENG
Date Record Added: 12/01/2016
Date Rec Updated: 05/27/2020
Updated By: JJTEETER
Site Description: "Location: The A.C. Dutton Greenway North Town Site is located in an urban area in the Town of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is zoned for Waterfront District 2, which allows for active recreation uses and is currently not used. Past Use of the Site: The site property was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments, anthracite coal, ash, sand, silt and large gravel. Depth to

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-12-11 09:26:00
Record Upd: 2016-12-27 11:30:00
Updated By: GWHEITZM
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk North, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip: New Paltz, NY 12561

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314124-05-15
Cross Ref Type Code: 23
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:28:00
Record Updated: 2016-11-02 13:28:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7527
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

INST CONTROL:

Name: A.C. DUTTON GREENWAY CITY
Address: 1 DUTCHESS AVENUE
City,State,Zip: Poughkeepsie, NY 12601
Site Code: 505421
Control Name: IC/EC Plan
HW Code: C314123
Control Code: 34
Control Type: INST
Dt record added: 11/14/2016
Dt rec updated: 05/27/2020
Updated By: MHSQUIRE
Site Code: 505421
Site Description: "Location: The A.C. Dutton Greenway City Site is located in an urban area at 1 Dutchess Avenue, in the City of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is located in a Waterfront District, which allows for restricted-residential use and is currently vacant. Past Use of the Site: The site was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, a screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments. Native material, consisting of light brown silty sand, was encountered at approximately 5 feet below the surface. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."
Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: Not reported

Dell: Not reported

Record Add: 2015-10-29 15:01:00

Record Upd: 2016-12-02 11:11:00

Updated By: JLVERRIG

Own Op: 1

Sub Type: NNN

Owner Name: Louis Kaufman

Owner Company: The O'Neill Group-Dutton, LLC

Owner Address: 241 Hudson Street

Owner Addr2: Not reported

Owner City,St,Zip:Hackensack, NJ 07601

Owner Country: United States of America

Own Op: Document Repository

Sub Type: NNN

Owner Name: Thomas Lawrence

Owner Company: Adriance Memorial Library

Owner Address: 93 Market Street

Owner Addr2: Not reported

Owner City,St,Zip:Poughkeepsie, NY 12601

Owner Country: United States of America

Own Op: 6

Sub Type: P03

Owner Name: Louis Kaufman

Owner Company: Dutchess Avenue Riverwalk, LLC

Owner Address: 241 Hudson St.

Owner Addr2: Not reported

Owner City,St,Zip:Hackensack, NJ 07601

Owner Country: United States of America

Own Op: Document Repository

Sub Type: NNN

Owner Name: Please Call for an Appointment

Owner Company: NYSDEC Region 3 Office

Owner Address: 21 S. Putt Corners Road

Owner Addr2: Not reported

Owner City,St,Zip:New Paltz, NY 12561

Owner Country: United States of America

HW Code: Not reported

Waste Type: Not reported

Waste Quantity: Not reported

Waste Code: Not reported

Crossref ID: C314123-05-15

Cross Ref Type Code:

Cross Ref Type: Agreement/Consent Order Number

Record Added Date: 2016-11-02 13:27:00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Record Updated: 2016-11-02 13:27:00

Updated By: JLVERRIG

Crossref ID: 02-2016-7528

Cross Ref Type Code:

Cross Ref Type: County Recording Identifier

Record Added Date: 2016-11-02 13:23:00

Record Updated: 2016-11-02 13:23:00

Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY CITY

Address: 1 DUTCHESS AVENUE

City,State,Zip: POUGHKEEPSIE, NY 12601

Site Code: 505421

Control Name: Environmental Easement

HW Code: C314123

Control Code: J

Control Type: INST

Dt record added: 11/14/2016

Dt rec updated: 05/27/2020

Updated By: MHSQUIRE

Site Code: 505421

Site Description: "Location: The A.C. Dutton Greenway City Site is located in an urban area at 1 Dutchess Avenue, in the City of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is located in a Waterfront District, which allows for restricted-residential use and is currently vacant. Past Use of the Site: The site was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, a screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments. Native material, consisting of light brown silty sand, was encountered at approximately 5 feet below the surface. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-10-29 15:01:00
Record Upd: 2016-12-02 11:11:00
Updated By: JLVERRIG
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip:New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314123-05-15
Cross Ref Type Code: 01
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:27:00
Record Updated: 2016-11-02 13:27:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7528
Cross Ref Type Code: 05
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY CITY

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505421
Control Name: Landuse Restriction
HW Code: C314123
Control Code: 25
Control Type: INST
Dt record added: 11/14/2016
Dt rec updated: 05/27/2020
Updated By: MHSQUIRE
Site Code: 505421
Site Description: "Location: The A.C. Dutton Greenway City Site is located in an urban area at 1 Dutchess Avenue, in the City of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is located in a Waterfront District, which allows for restricted-residential use and is currently vacant. Past Use of the Site: The site was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, a screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments. Native material, consisting of light brown silty sand, was encountered at approximately 5 feet below the surface. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."
Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "
Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."
Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-10-29 15:01:00
Record Upd: 2016-12-02 11:11:00
Updated By: JLVERRIG
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip:New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314123-05-15
Cross Ref Type Code: 03
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:27:00
Record Updated: 2016-11-02 13:27:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7528
Cross Ref Type Code: 05
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY CITY
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505421
Control Name: Soil Management Plan
HW Code: C314123
Control Code: 14
Control Type: INST
Dt record added: 11/14/2016
Dt rec updated: 05/27/2020
Updated By: MHSQUIRE

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Site Code: 505421
Site Description: "Location: The A.C. Dutton Greenway City Site is located in an urban area at 1 Dutchess Avenue, in the City of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is located in a Waterfront District, which allows for restricted-residential use and is currently vacant. Past Use of the Site: The site was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, a screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments. Native material, consisting of light brown silty sand, was encountered at approximately 5 feet below the surface. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."
Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "
Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."
Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-10-29 15:01:00
Record Upd: 2016-12-02 11:11:00
Updated By: JLVERRIG
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip:New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314123-05-15
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:27:00
Record Updated: 2016-11-02 13:27:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7528
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY CITY
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505421
Control Name: Ground Water Use Restriction
HW Code: C314123
Control Code: 08
Control Type: INST
Dt record added: 11/14/2016
Dt rec updated: 05/27/2020
Updated By: MHSQUIRE
Site Code: 505421
Site Description: "Location: The A.C. Dutton Greenway City Site is located in an urban area at 1 Dutchess Avenue, in the City of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is located in a Waterfront District, which allows for restricted-residential use and is currently vacant. Past Use of the Site: The site was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, a screw factory, a sash factory, a

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

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locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments. Native material, consisting of light brown silty sand, was encountered at approximately 5 feet below the surface. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: Not reported

Dell: Not reported

Record Add: 2015-10-29 15:01:00

Record Upd: 2016-12-02 11:11:00

Updated By: JLVERRIG

Own Op: 1

Sub Type: NNN

Owner Name: Louis Kaufman

Owner Company: The O'Neill Group-Dutton, LLC

Owner Address: 241 Hudson Street

Owner Addr2: Not reported

Owner City,St,Zip:Hackensack, NJ 07601

Owner Country: United States of America

Own Op: Document Repository

Sub Type: NNN

Owner Name: Thomas Lawrence

Owner Company: Adriance Memorial Library

Owner Address: 93 Market Street

Owner Addr2: Not reported

Owner City,St,Zip:Poughkeepsie, NY 12601

Owner Country: United States of America

Own Op: 6

Sub Type: P03

Owner Name: Louis Kaufman

Owner Company: Dutchess Avenue Riverwalk, LLC

Owner Address: 241 Hudson St.

Owner Addr2: Not reported

Owner City,St,Zip:Hackensack, NJ 07601

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip: New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314123-05-15
Cross Ref Type Code: 01
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:27:00
Record Updated: 2016-11-02 13:27:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7528
Cross Ref Type Code: 05
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY CITY
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505421
Control Name: Site Management Plan
HW Code: C314123
Control Code: 32
Control Type: INST
Dt record added: 11/14/2016
Dt rec updated: 05/27/2020
Updated By: MHSQUIRE
Site Code: 505421
Site Description: "Location: The A.C. Dutton Greenway City Site is located in an urban area at 1 Dutchess Avenue, in the City of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is located in a Waterfront District, which allows for restricted-residential use and is currently vacant. Past Use of the Site: The site was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, a screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments. Native material, consisting of light brown silty sand, was encountered at approximately 5 feet below the surface. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-10-29 15:01:00
Record Upd: 2016-12-02 11:11:00
Updated By: JLVERRIG
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip:New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314123-05-15
Cross Ref Type Code: 03
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:27:00
Record Updated: 2016-11-02 13:27:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7528
Cross Ref Type Code: 05
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY NORTH TOWN
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505422
Control Name: Soil Management Plan
HW Code: C314124
Control Code: 14
Control Type: INST
Dt record added: 12/01/2016
Dt rec updated: 05/27/2020
Updated By: JJTEETER
Site Code: 505422

Site Description: "Location: The A.C. Dutton Greenway North Town Site is located in an urban area in the Town of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is zoned for Waterfront District 2, which allows for active recreation uses and is currently not used. Past Use of the Site: The site property was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments, anthracite coal, ash, sand, silt and large gravel. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-12-11 09:26:00
Record Upd: 2016-12-27 11:30:00
Updated By: GWHEITZM
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk North, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip:New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314124-05-15
Cross Ref Type Code: 03
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:28:00
Record Updated: 2016-11-02 13:28:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7527
Cross Ref Type Code: 05
Cross Ref Type: County Recording Identifier

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Record Added Date: 2016-11-02 13:23:00

Record Updated: 2016-11-02 13:23:00

Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY CITY

Address: 1 DUTCHESS AVENUE

City,State,Zip: POUGHKEEPSIE, NY 12601

Site Code: 505421

Control Name: Monitoring Plan

HW Code: C314123

Control Code: 31

Control Type: INST

Dt record added: 11/14/2016

Dt rec updated: 05/27/2020

Updated By: MHSQUIRE

Site Code: 505421

Site Description: "Location: The A.C. Dutton Greenway City Site is located in an urban area at 1 Dutchess Avenue, in the City of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is located in a Waterfront District, which allows for restricted-residential use and is currently vacant. Past Use of the Site: The site was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, a screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments. Native material, consisting of light brown silty sand, was encountered at approximately 5 feet below the surface. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: Not reported

Dell: Not reported

Record Add: 2015-10-29 15:01:00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Record Upd: 2016-12-02 11:11:00
Updated By: JLVERRIG
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip: New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314123-05-15
Cross Ref Type Code: 01
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:27:00
Record Updated: 2016-11-02 13:27:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7528
Cross Ref Type Code: 05
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY NORTH TOWN
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505422
Control Name: Site Management Plan
HW Code: C314124

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Control Code: 32
Control Type: INST
Dt record added: 12/01/2016
Dt rec updated: 05/27/2020
Updated By: JJTEETER
Site Code: 505422
Site Description: "Location: The A.C. Dutton Greenway North Town Site is located in an urban area in the Town of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is zoned for Waterfront District 2, which allows for active recreation uses and is currently not used. Past Use of the Site: The site property was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments, anthracite coal, ash, sand, silt and large gravel. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."
Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "
Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."
Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-12-11 09:26:00
Record Upd: 2016-12-27 11:30:00
Updated By: GWHEITZM
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk North, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip:New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314124-05-15
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:28:00
Record Updated: 2016-11-02 13:28:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7527
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY NORTH TOWN
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505422
Control Name: Landuse Restriction
HW Code: C314124
Control Code: 25
Control Type: INST
Dt record added: 12/01/2016
Dt rec updated: 05/27/2020
Updated By: JJTEETER
Site Code: 505422
Site Description: "Location: The A.C. Dutton Greenway North Town Site is located in an urban area in the Town of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is zoned for Waterfront District 2, which allows for active recreation uses and is currently not used.

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

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Past Use of the Site: The site property was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments, anthracite coal, ash, sand, silt and large gravel. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: Not reported

Dell: Not reported

Record Add: 2015-12-11 09:26:00

Record Upd: 2016-12-27 11:30:00

Updated By: GWHEITZM

Own Op: 1

Sub Type: NNN

Owner Name: Louis Kaufman

Owner Company: The O'Neill Group-Dutton, LLC

Owner Address: 241 Hudson Street

Owner Addr2: Not reported

Owner City,St,Zip:Hackensack, NJ 07601

Owner Country: United States of America

Own Op: Document Repository

Sub Type: NNN

Owner Name: Thomas Lawrence

Owner Company: Adriance Memorial Library

Owner Address: 93 Market Street

Owner Addr2: Not reported

Owner City,St,Zip:Poughkeepsie, NY 12601

Owner Country: United States of America

Own Op: 6

Sub Type: P03

Owner Name: Louis Kaufman

Owner Company: Dutchess Avenue Riverwalk North, LLC

Owner Address: 241 Hudson St.

Owner Addr2: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip:New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314124-05-15
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date:2016-11-02 13:28:00
Record Updated: 2016-11-02 13:28:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7527
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date:2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY NORTH TOWN
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505422
Control Name: Environmental Easement
HW Code: C314124
Control Code: J
Control Type: INST
Dt record added: 12/01/2016
Dt rec updated: 05/27/2020
Updated By: JJTEETER
Site Code: 505422

Site Description: "Location: The A.C. Dutton Greenway North Town Site is located in an urban area in the Town of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is zoned for Waterfront District 2, which allows for active recreation uses and is currently not used. Past Use of the Site: The site property was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments, anthracite coal, ash, sand, silt and large gravel. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-12-11 09:26:00
Record Upd: 2016-12-27 11:30:00
Updated By: GWHEITZM
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk North, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip:New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314124-05-15
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:28:00
Record Updated: 2016-11-02 13:28:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7527
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY NORTH TOWN
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505422
Control Name: Monitoring Plan
HW Code: C314124
Control Code: 31
Control Type: INST
Dt record added: 12/01/2016
Dt rec updated: 05/27/2020
Updated By: JJTEETER
Site Code: 505422
Site Description: "Location: The A.C. Dutton Greenway North Town Site is located in an

urban area in the Town of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is zoned for Waterfront District 2, which allows for active recreation uses and is currently not used. Past Use of the Site: The site property was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments, anthracite coal, ash, sand, silt and large gravel. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-12-11 09:26:00
Record Upd: 2016-12-27 11:30:00
Updated By: GWHEITZM
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk North, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip: New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314124-05-15
Cross Ref Type Code: 01
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:28:00
Record Updated: 2016-11-02 13:28:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7527
Cross Ref Type Code: 01
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Record Updated: 2016-11-02 13:23:00

Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY NORTH TOWN

Address: 1 DUTCHESS AVENUE

City,State,Zip: POUGHKEEPSIE, NY 12601

Site Code: 505422

Control Name: IC/EC Plan

HW Code: C314124

Control Code: 34

Control Type: INST

Dt record added: 12/01/2016

Dt rec updated: 05/27/2020

Updated By: JJTEETER

Site Code: 505422

Site Description: "Location: The A.C. Dutton Greenway North Town Site is located in an urban area in the Town of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is zoned for Waterfront District 2, which allows for active recreation uses and is currently not used. Past Use of the Site: The site property was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments, anthracite coal, ash, sand, silt and large gravel. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: Not reported

Dell: Not reported

Record Add: 2015-12-11 09:26:00

Record Upd: 2016-12-27 11:30:00

Updated By: GWHEITZM

Own Op: 1

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk North, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip: New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314124-05-15
Cross Ref Type Code: 01
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:28:00
Record Updated: 2016-11-02 13:28:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7527
Cross Ref Type Code: 01
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY NORTH TOWN
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 505422
Control Name: Ground Water Use Restriction
HW Code: C314124
Control Code: 08
Control Type: INST
Dt record added: 12/01/2016

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Dt rec updated: 05/27/2020
Updated By: JJTEETER
Site Code: 505422
Site Description: "Location: The A.C. Dutton Greenway North Town Site is located in an urban area in the Town of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is zoned for Waterfront District 2, which allows for active recreation uses and is currently not used. Past Use of the Site: The site property was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments, anthracite coal, ash, sand, silt and large gravel. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."
Env Problem: "Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "
Health Problem: "A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."
Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: 2015-12-11 09:26:00
Record Upd: 2016-12-27 11:30:00
Updated By: GWHEITZM
Own Op: 1
Sub Type: NNN
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC
Owner Address: 241 Hudson Street
Owner Addr2: Not reported
Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Thomas Lawrence
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: Dutchess Avenue Riverwalk North, LLC
Owner Address: 241 Hudson St.
Owner Addr2: Not reported
Owner City,St,Zip:Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip:New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314124-05-15
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:28:00
Record Updated: 2016-11-02 13:28:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7527
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

BROWNFIELDS:

Name:	A.C. DUTTON GREENWAY CITY
Address:	1 DUTCHESS AVENUE
City,State,Zip:	POUGHKEEPSIE, NY 12601
Program:	BCP
Site Code:	505421
Acres:	1.844
HW Code:	C314123
SWIS:	1413
Town:	Poughkeepsie (c)
Record Added Date:	03/13/2015
Record Updated Date:	02/26/2021
Update By:	AMOMOROG
Site Description:	"Location: The A.C. Dutton Greenway City Site is located in an urban area at 1 Dutchess Avenue, in the City of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is located in a Waterfront District, which allows for restricted-residential use and is currently vacant. Past Use of the Site: The site was used for industrial purposes from the 1830s to 1995. Prior uses included

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

processing of whale oil, a screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments. Native material, consisting of light brown silty sand, was encountered at approximately 5 feet below the surface. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Env Problem:

"Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem:

"A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."

Dump:

False

Structure:

False

Lagoon:

False

Landfill:

False

Pond:

False

Disp Start:

Not reported

Disp Term:

Not reported

Lat/Long:

Not reported

Dell:

Not reported

Record Add:

2015-10-29 15:01:00

Record Upd:

2016-12-02 11:11:00

Updated By:

JLVERRIG

Own Op:

1

Sub Type:

NNN

Owner Name:

Louis Kaufman

Owner Company:

The O'Neill Group-Dutton, LLC

Owner Address:

241 Hudson Street

Owner Addr2:

Not reported

Owner City,St,Zip:

Hackensack, NJ 07601

Owner Country:

United States of America

Own Op:

Document Repository

Sub Type:

NNN

Owner Name:

Thomas Lawrence

Owner Company:

Adriance Memorial Library

Owner Address:

93 Market Street

Owner Addr2:

Not reported

Owner City,St,Zip:

Poughkeepsie, NY 12601

Owner Country:

United States of America

Own Op:

6

Sub Type:

P03

Owner Name:

Louis Kaufman

Owner Company:

Dutchess Avenue Riverwalk, LLC

Owner Address:

241 Hudson St.

Owner Addr2:

Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Owner City,St,Zip: Hackensack, NJ 07601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Please Call for an Appointment
Owner Company: NYSDEC Region 3 Office
Owner Address: 21 S. Putt Corners Road
Owner Addr2: Not reported
Owner City,St,Zip: New Paltz, NY 12561
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314123-05-15
Cross Ref Type Code: 23
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:27:00
Record Updated: 2016-11-02 13:27:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7528
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: A.C. DUTTON GREENWAY NORTH TOWN
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Program: BCP
Site Code: 505422
Acres: 0.646
HW Code: C314124
SWIS: 1446
Town: Poughkeepsie
Record Added Date: 03/13/2015
Record Updated Date: 02/26/2021
Update By: AMOMOROG
Site Description: "Location: The A.C. Dutton Greenway North Town Site is located in an urban area in the Town of Poughkeepsie, Dutchess County. The site is adjacent to the Hudson River. Site Features: The site is vacant. There are no buildings, foundations or paved areas on the site. Current Zoning/Use: The site is zoned for Waterfront District 2, which allows for active recreation uses and is currently not used. Past Use of the Site: The site property was used for industrial purposes from the 1830s to 1995. Prior uses included processing of whale oil, screw factory, a sash factory, a locomotive factory, a dyewood factory, an iron works plant, and glass works plant. The A.C. Dutton Lumber Company operated a wholesale lumber company on the site from 1966 to 1995. Site Geology and Hydrogeology: The site consists of historic fill composed of solidified kiln ash, which includes sand and gravel, demolition debris, bricks and cinder block fragments, anthracite coal, ash, sand, silt and large gravel. Depth to groundwater at the site is approximately 4 to 6 feet below ground surface and is assumed to flow to the west toward the Hudson River. However, groundwater flow is likely influenced by tides."

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Env Problem:	"Nature and Extent of Contamination: Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "
Health Problem:	"A two-foot cover of clean soil is present at the site. People will not come into contact with contaminated soils unless they dig below the surface materials. Contaminated groundwater at the site is not used for drinking or other purposes. The area is served by a public water supply that is not affected by this contamination."
Dump:	False
Structure:	False
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	Not reported
Dell:	Not reported
Record Add:	2015-12-11 09:26:00
Record Upd:	2016-12-27 11:30:00
Updated By:	GWHEITZM
Own Op:	1
Sub Type:	NNN
Owner Name:	Louis Kaufman
Owner Company:	The O'Neill Group-Dutton, LLC
Owner Address:	241 Hudson Street
Owner Addr2:	Not reported
Owner City,St,Zip:	Hackensack, NJ 07601
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Thomas Lawrence
Owner Company:	Adriance Memorial Library
Owner Address:	93 Market Street
Owner Addr2:	Not reported
Owner City,St,Zip:	Poughkeepsie, NY 12601
Owner Country:	United States of America
Own Op:	6
Sub Type:	P03
Owner Name:	Louis Kaufman
Owner Company:	Dutchess Avenue Riverwalk North, LLC
Owner Address:	241 Hudson St.
Owner Addr2:	Not reported
Owner City,St,Zip:	Hackensack, NJ 07601
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Please Call for an Appointment
Owner Company:	NYSDEC Region 3 Office
Owner Address:	21 S. Putt Corners Road
Owner Addr2:	Not reported
Owner City,St,Zip:	New Paltz, NY 12561
Owner Country:	United States of America
HW Code:	Not reported
Waste Type:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: C314124-05-15
Cross Ref Type Code: 23
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2016-11-02 13:28:00
Record Updated: 2016-11-02 13:28:00
Updated By: JLVERRIG
Crossref ID: 02-2016-7527
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2016-11-02 13:23:00
Record Updated: 2016-11-02 13:23:00
Updated By: JLVERRIG

Name: OFF-SITE FORMER A.C. DUTTON LUMBER YARD
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Program: BCP
Site Code: 414652
Acres: 47.770
HW Code: C314081A
SWIS: 1413
Town: Poughkeepsie (c)
Record Added Date: 06/03/2009
Record Updated Date: 06/15/2021
Update By: AMOMOROG
Site Description:

"Location: The Former A.C. Dutton Lumber Yard Off-Site areas include areas which are not part of the Former A.C. Dutton Lumber Yard Brownfield Cleanup Program (BCP) site (C314081), but which had potentially been impacted by contaminants from the Former A.C. Dutton Lumber Yard. The Former A.C. Dutton Lumber Yard is located on the Hudson River in both the City of Poughkeepsie and the Town of Poughkeepsie, Dutchess County. Areas investigated as part of the off-site work include the Hudson River, the adjacent Vassar Boathouse property (north) and an area located in the Town of LaGrange, Dutchess County, at the intersection of Titusville Road and Daley Road, which may have received fill from the Former A.C. Dutton Lumber Yard site. Site Features: The Hudson River is a Class A waterbody. The Vassar Boathouse property is currently occupied by a boathouse and boat launch. The Titusville Road property is occupied by a fitness center, parking areas and a warehouse. Most of the strip of land along the west edge of the BCP site is paved. Current Zoning and Land Use: The Vassar Boathouse property is zoned as waterfront/institutional and is currently used for recreational purposes. The area surrounding the Former A.C. Dutton Lumber Yard site and the Vassar Boathouse is utilized for industrial, commercial and residential purposes. The Titusville Road property is zoned as commercial/general business and is used for commercial and industrial purposes. The area surrounding the Titusville Road property is predominantly residential. Past Use of the Site: The Former A.C. Dutton Lumber Yard site was historically used for several industrial operations, including pressure treating lumber and has been impacted by the previous manufacturing processes. From 1966 until approximately 1999, the site was used to pressure treat lumber using chromated copper arsenate (CCA). The Vassar Boathouse property was formerly owned and utilized by the A.C. Dutton company. The

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Titusville Road property was formerly owned and operated by a former owner of the A.C. Dutton Lumber Yard and reportedly received fill from the A.C. Dutton property. Site Geology and Hydrogeology: Much of the Former A.C. Dutton BCP site and Vassar Boathouse property were created by filling in the Hudson River historically to extend the shoreline westward. The fill material present at the BCP site is comprised of kiln slag from the glass works, demolition debris (which includes bricks and cinder block fragments), large fragments of anthracite coal, ash, sand, silt and gravel. Native soils, where present below the fill and above bedrock, consists of light brown silty sand. The geology of the Vassar Boathouse property consists of fill material (topsoil and gravel) over bedrock, which was encountered at depths ranging from 2 to 15 feet below ground surface (bgs). The Vassar Boathouse property topography rises steeply approximately 10 to 15 feet along its eastern edge. Groundwater was encountered at the Vassar Boathouse property at approximately 5 feet bgs. Groundwater flow at the Vassar Boathouse property is generally towards the river and is assumed to be tidally-influenced. The Hudson River bank (channel wall) drops steeply from the shore in this area and quickly reaches the channel floor, which is present at depths of approximately 40-50 feet. The geology of the Titusville Road properties consists of topsoil and gravel over glacial till (silt, clay and sand). Bedrock was encountered at a depth ranging from 7 to 18 feet bgs. Groundwater depth at the Titusville Road properties was encountered at approximately 7 feet bgs. Groundwater flows east/southeast on the northern parcel and to the south/southeast on the southern parcel. "

Env Problem:

"The primary contaminants of concern at the site were those associated with the adjacent Former A.C. Dutton Lumber Yard (site C314081) including arsenic, chromium and copper. Site investigation conducted to determine the nature and extent of site contamination revealed that no contaminant of concern were detected above standards or guidance value or the detections were within background values. Based on the investigation results, the NYSDEC concludes that the site have not been impacted by the Former A.C. Dutton Lumber Yard Site. Further, the NYSDEC concludes the site does not pose a significant threat to the environment and no further actions are required. "

Health Problem:

"Users of the Vassar Boathouse and Titusville Road properties could contact contaminants in the soil by walking on the site, digging or otherwise disturbing the soil. People using the Hudson River for recreational activities adjacent to the A.C. Dutton Lumber Yard site are not expected to come in contact with contaminants that are present in deep water sediment."

Dump:

Not reported

Structure:

Not reported

Lagoon:

Not reported

Landfill:

Not reported

Pond:

Not reported

Disp Start:

Not reported

Disp Term:

Not reported

Lat/Long:

Not reported

Dell:

Not reported

Record Add:

Not reported

Record Upd:

Not reported

Updated By:

Not reported

Own Op:

1

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Sub Type: NNN
Owner Name: Elizabeth A.S. Eismeier
Owner Company: Vassar College
Owner Address: Vassar College Box 2
Owner Addr2: 124 Raymond Avenue
Owner City,St,Zip: Poughkeepsie, NY 12604-0002
Owner Country: United States of America
Own Op: 1
Sub Type: NNN
Owner Name: Neil Rube
Owner Company: Poughkeepsie CSC, LLC
Owner Address: Raymour & Flanigan Furniture
Owner Addr2: 7248 Morgan Road
Owner City,St,Zip: Liverpool, NY 13088
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

Name: FORMER A.C. DUTTON LUMBER YARD
Address: 1 DUTCHESS AVENUE
City,State,Zip: POUGHKEEPSIE, NY 12601
Program: BCP
Site Code: 59160
Acres: 11.840
HW Code: C314081
SWIS: 1413
Town: Poughkeepsie (c)
Record Added Date: 09/22/2004
Record Updated Date: 10/30/2020
Update By: AMOMOROG
Site Description: "Location: The Former A.C. Dutton Lumber Yard site is located in an urban area at 1 Dutchess Avenue in both the City of Poughkeepsie and the Town of Poughkeepsie, Dutchess County. It is comprised of approximately 11.8 acres of land located on the east bank of the Hudson River. The site does not include a strip of land along the shoreline, which was part of the former lumber yard. This strip was excluded from the Brownfield Cleanup Program site by an amendment to the Brownfield Cleanup Agreement dated February 4, 2011. Site Features: Several abandoned buildings associated with the former industrial operations were demolished in 2010 and 2012. The site is crossed from east to west by Kidney Creek, which is a culverted stream located approximately along the City/Town border. Current Zoning and Land Use: The site is currently inactive, and is zoned waterfront, which allows for restricted-residential use. The surrounding parcels are used for a combination of industrial, commercial, recreational and residential purposes. The proposed use of the site is for restricted-residential use (apartments). Past Use of the Site: From 1966 until approximately 1999, the site was used to pressure treat lumber using chromated copper arsenate (CCA). Prior to

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

1966 the site was used for several industrial purposes, including a glass factory, an iron works, and several others, dating back to at least the mid-1800s. Several petroleum and hazardous substance storage tanks were used in the past on the property. Site Geology and Hydrogeology: Much of the site was created by filling in the Hudson River to extend the shoreline westward. The fill material is comprised of kiln slag from the glass works, demolition debris (which includes bricks and cinder block fragments), large fragments of anthracite coal, ash, sand, silt and gravel. Native material, consisting of light brown, silty sand, was rarely encountered in the eastern and central portions of the site, but near the river was encountered at approximately 5 feet below the surface. The site topography rises steeply approximately 10 to 20 feet along its eastern edge. There are bedrock cliffs along the southeastern edge of the site. The Hudson River is tidal in this area. Groundwater flow at the site is generally towards the river and is tidally-influenced."

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were arsenic, chromium and copper in soil. Remedial actions have successfully achieved soil cleanup objectives for restricted-residential use. Residual contamination in the soil and groundwater is being managed under a Site Management Plan. "

Health Problem: "Contaminants associated with the historic wood treatment process, including arsenic, chromium and copper, are present at elevated levels in on-site soils. The site is currently unoccupied, mostly covered with pavement and buildings, and access to the site is limited, therefore, exposures to the contaminated soil is limited to trespassers who may come in direct contact with the soil. There is a potential for nearby residents to be exposed to site-related contaminants in dust that migrates off of the site. Exposure to contaminants in drinking water is not expected as residences and businesses in the area are connected to public water and no private drinking water supply wells are known to exist near the site. The potential for exposure to contaminated soil vapor is not expected due to the low levels of volatile organic contaminants detected in soil and groundwater. Exposure to contaminated sediments is not expected due to limited access to the river sediments. The proposed remedy for the site which includes removal of grossly contaminated soils, consolidation of remaining soils and capping of the site with clean soil will eliminate the potential for exposures to site contaminants."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: 41:42'72.6 / 73:56'39.3
Dell: False
Record Add: 2004-09-22 11:20:00
Record Upd: 2012-10-18 14:09:00
Updated By: Idennist
Own Op: 6
Sub Type: P03
Owner Name: Louis Kaufman
Owner Company: The O'Neill Group-Dutton, LLC

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Owner Address:	241 Hudson Street
Owner Addr2:	Not reported
Owner City,St,Zip:	Hackensack, NJ 07601
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	Adriance Memorial Library
Owner Address:	93 Market Street
Owner Addr2:	Not reported
Owner City,St,Zip:	Poughkeepsie, NY 12601
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Please call for an appointment
Owner Company:	NYSDEC Region 3
Owner Address:	21 South Putt Corners Road
Owner Addr2:	Not reported
Owner City,St,Zip:	New Paltz, NY 12561
Owner Country:	United States of America
Own Op:	1
Sub Type:	P03
Owner Name:	Louis Kaufman
Owner Company:	The O'Neill Group - Dutton, LLC
Owner Address:	241 Hudson Street
Owner Addr2:	Not reported
Owner City,St,Zip:	Hackensack, NJ 07601
Owner Country:	United States of America
HW Code:	C314081
Waste Type:	UNKNOWN PETROLEUM
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314081
Waste Type:	ARSENIC
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314081
Waste Type:	COPPER
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314081
Waste Type:	CHROMIUM
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314081
Waste Type:	BENZO[K]FLUORANTHENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314081
Waste Type:	Petroleum Products
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
Crossref ID:	W3-1066-05-05
Cross Ref Type Code:	23
Cross Ref Type:	Agreement/Consent Order Number
Record Added Date:	2014-12-12 14:49:00
Record Updated:	2014-12-12 14:49:00

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Updated By: JLVERRIG
Crossref ID: 02 2014 7048
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2014-11-25 15:19:00
Record Updated: 2014-11-25 15:19:00
Updated By: JXCANDIL
Crossref ID: 3-000170
Cross Ref Type Code: 17
Cross Ref Type: CBS No.
Record Added Date: 2011-02-10 11:19:00
Record Updated: 2011-02-10 11:19:00
Updated By: ELMOORE
Crossref ID: 3-175935
Cross Ref Type Code: 18
Cross Ref Type: PBS No.
Record Added Date: 2011-01-05 17:04:00
Record Updated: 2011-01-05 17:04:00
Updated By: JPCUMMIN

NY MANIFEST:

Name: A C DUTTON LUMBER CORPORATION
Address: 1 DUTCHESS AVE
City,State,Zip: POUGHKEEPSIE, NY 12601
Country: USA
EPA ID: NYD006993711
Facility Status: Not reported
Location Address 1: 1 DUTCHESS AVE
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: POUGHKEEPSIE
Location State: NY
Location Zip: 12601
Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYD006993711
Mailing Name: A C DUTTON LUMBER CORPORATION
Mailing Contact: LOU KAUFMAN
Mailing Address 1: 241 HUDSON ST
Mailing Address 2: Not reported
Mailing City: HACKENSACK
Mailing State: NJ
Mailing Zip: 07601
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 2014884455

NY MANIFEST:

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: Not reported
Trans1 State ID: MIT270012321
Trans2 State ID: Not reported
Generator Ship Date: 10/13/2011

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A C DUTTON LUMBER CORPORATION (Continued)

S110748435

Trans1 Recv Date: 10/13/2011
Trans2 Recv Date: Not reported
TSD Site Recv Date: 10/13/2011
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYD006993711
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSD ID 1: NYD082785429
TSD ID 2: Not reported
Manifest Tracking Number: 004984635FLE
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N
Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: H141
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 2900
Units: G - Gallons (liquids only)* (8.3 pounds)
Number of Containers: 1
Container Type: TT - Cargo tank, tank trucks
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 1
Waste Code: D002
Waste Code 1_2: D004
Waste Code 1_3: D007
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

44
East
1/4-1/2
0.459 mi.
2421 ft.

**COURTHOUSE ANNEX
235 MAIN ST
POUGHKEEPSIE, NY**

**NY LTANKS S104950883
NY Spills N/A**

**Relative:
Higher**

LTANKS:
Name: POK. FINANCIAL PLAZA
Address: 235 MAIN ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0011737 / 2001-05-01
Facility ID: 0011737
Site ID: 291978
Spill Date: 2000-10-09
Spill Cause: Tank Failure
Spill Source: Commercial/Industrial

**Actual:
169 ft.**

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

COURTHOUSE ANNEX (Continued)

S104950883

Spill Class: C4
Cleanup Ceased: Not reported
SWIS: 1446
Investigator: vpmccabe
Referred To: Not reported
Reported to Dept: 2001-01-31
CID: 257
Water Affected: Not reported
Spill Notifier: Other
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: True
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 2001-01-31
Spill Record Last Update: 2004-08-11
Spiller Name: BRUNO BATTISTOLI
Spiller Company: Not reported
Spiller Address: 235 MAIN ST
Spiller County: 001
Spiller Contact: BRUNO BATTISTOLI
Spiller Phone: (914) 334-9898
Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 236399
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was

MCCABE/BENDELL 1/31/2001 RDB SPOKE TO MIKE HATCH @ TANK TIGHT. SPILL OCCURRED 10/9/00 BUT WAS NEVER CALLED IN. CONTAMINATION FOUND. TANK TIGHT CALLED IN TODAY & D. BENDELL INSTRUCTED THEM TO RESUBMIT CORRECTED CLOSURE REPORT. 05/01/2001 LETTER SENT TO POUGHKEEPSIE FINANCIAL BY W.W.; BASED ON SUBMITTAL OF 3/7/01, NO FURTHER ACTION IS REQUIRED AT THIS TIME. SPILL NUMBER CLOSED. This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 01/31/01, 'Phone' = 1/24/2001, 'Site Insp' = 6/30/2000. "

Remarks: "samples were taken and found to be contaminated soil"

All Materials:

Site ID: 291978
Operable Unit ID: 833117
Operable Unit: 01
Material ID: 542036
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

SPILLS:

Name: COURTHOUSE ANNEX
Address: 235 MAIN ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9604976 / 1996-07-29
Facility ID: 9604976

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

COURTHOUSE ANNEX (Continued)

S104950883

Facility Type: ER
DER Facility ID: 236399
Site ID: 291979
DEC Region: 3
Spill Cause: Unknown
Spill Class: C3
SWIS: 1446
Spill Date: 1996-07-17
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 1996-07-17
CID: 270
Water Affected: Not reported
Spill Source: Commercial/Industrial
Spill Notifier: Affected Persons
Cleanup Ceased: Not reported
Cleanup Meets Std: True
Last Inspection: 1996-07-29
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1996-07-17
Spill Record Last Update: 1996-09-09
Spiller Name: JOE
Spiller Company: COURTHOUSE ANNEX
Spiller Address: 235 MAIN ST
Spiller Company: 001
Contact Name: JOE
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was
MCCABE 07/29/96 TOP OF TANK DUG UP; SOME CONTAMINATED SOIL IN PILE;
WILL BE TAKEN AWAY; DIRT CAME FROM OVERFILLS; WORK DONE BY IRA CONKIN
"

Remarks: "noticed contaminated soil when tank was uncovered for testing"

All Materials:

Site ID: 291979
Operable Unit ID: 1032541
Operable Unit: 01
Material ID: 347732
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

I45
North
1/4-1/2
0.465 mi.
2457 ft.

A.C. DUTTON LUMBER CO.
1 HOFFMAN ST.
POUGHKEEPSIE, NY 12601

Site 1 of 2 in cluster I

NY SHWS
NY CBS AST

S101008363
N/A

Relative:
Higher

SHWS:

Actual:
52 ft.

Name: A. C. DUTTON LUMBER CORPORATION
Address: 1 HOFFMAN STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Program: HW
Site Code: 55989
Classification: N
Region: 3
Acres: 15.000
HW Code: 314081
Record Add: 11/18/1999
Record Upd: 12/16/2003
Updated By: kstang
Site Description: "See Site No. C314081"
Env Problem: "See Site No. C314081"
Health Problem: ""
Dump: Not reported
Structure: Not reported
Lagoon: Not reported
Landfill: Not reported
Pond: Not reported
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 3
Sub Type: NNN
Owner Name: Not reported
Owner Company: VARIOUS OWNERS DURING USE
Owner Address: Not reported
Owner Addr2: Not reported
Owner City,St,Zip: ZZ
Owner Country: United States of America
Own Op: 1
Sub Type: E
Owner Name: Not reported
Owner Company: VARIOUS OWNERS DURING USE
Owner Address: 1 HOFFMAN ST.
Owner Addr2: Not reported
Owner City,St,Zip: POUGHKEEPSIE, NY 12601
Owner Country: United States of America
Own Op: 4
Sub Type: NNN
Owner Name: Not reported
Owner Company: A.C. Dutton Lumber Corporation
Owner Address: 1 Hoffman Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 1

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A.C. DUTTON LUMBER CO. (Continued)

S101008363

Sub Type: NNN
Owner Name: Not reported
Owner Company: A.C. Dutton Lumber Corporation
Owner Address: 1 Hoffman Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
Own Op: 4
Sub Type: E
Owner Name: Not reported
Owner Company: VARIOUS OWNERS DURING USE
Owner Address: 1 HOFFMAN ST.
Owner Addr2: Not reported
Owner City,St,Zip: POUGHKEEPSIE, NY 12601
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

CBS AST:

CBS Number: 3-000170
ICS Number: 3-300822
PBS Number: 3-175935
MOSF Number: Not reported
SPDES Number: Not reported
Facility Status: IN SERVICE
Facility Type: I
Telephone: (845) 454-7000
Facility Town: POUGHKEEPSIE (C)
Region: STATE
Expiration Date: 08/09/2003
Total Capacity of All Active Tanks(gal): 102600
Operator: DONALD DEGARMO
Emergency Contact: DONALD DEGARMO
Emergency Phone: (914) 489-7663
Owner Name: STEPHEN E. MIRON
Owner Address: 260 TITUSVILLE RD.
Owner City,St,Zip: POUGHKEEPSIE, NY 12603
Owner Telephone: (845) 462-2000
Owner Type: Corporate/Commercial
Owner Sub Type: Not reported
Mail Name: A.C. DUTTON LUMBER CO.
Mail Contact Addr: 260 TITUSVILLE RD.
Mail Contact Addr2: Not reported
Mail Contact Contact: STEPHEN E. MIRON
Mail Contact City,St,Zip: POUGHKEEPSIE, NY 12603
Mail Phone: (845) 462-2000

Tank Id: NTP03
CAS Number: 7778394

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A.C. DUTTON LUMBER CO. (Continued)

S101008363

Federal ID: Not reported
Tank Status: In Service
Install Date: 05/85
Tank Closed: Not reported
Capacity (Gal): 7000
Chemical: Arsenic acid
Tank Location: Indoors, Aboveground
Tank Type: Steel/carbon steel
Total Tanks: 7
Tank Secret: False
Tank Secondary Containment: Other
Tank Error Status: No Missing Data
Date Entered: 07/13/1989
Certified Date: 08/09/2001
Substance: Single Hazardous Substance on DEC List
Internal Protection: None
External Protection: Painted/Asphalt Coating
Pipe Location: Aboveground
Pipe Type: Steel/Iron
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Pipe Flag: Painted/Asphalt Coating
Leak Detection: 14
Overfill Protection: 35
Haz Percent: 50
Last Test: Not reported
Due Date: Not reported
SWIS Code: 1313
Lat/Long: Not reported
Is Updated: False
Renew Date: 04/01/93
Is It There: False
Delinquent: False
Date Expired: 07/13/95
Owner Mark: 2
Certificate Needs to be Printed: False
Fiscal Amt for Registration Fee Correct: True
Renewal Has Been Printed for Facility: True
Pre-Printed Renewal App Last Printed: 03/30/2001

Tank Id: NTP02
CAS Number: 7778394
Federal ID: Not reported
Tank Status: In Service
Install Date: 05/85
Tank Closed: Not reported
Capacity (Gal): 25000
Chemical: Arsenic acid
Tank Location: Indoors, Aboveground
Tank Type: Steel/carbon steel
Total Tanks: 7
Tank Secret: False
Tank Secondary Containment: Other
Tank Error Status: No Missing Data
Date Entered: 07/13/1989
Certified Date: 08/09/2001

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A.C. DUTTON LUMBER CO. (Continued)

S101008363

Substance: Single Hazardous Substance on DEC List
Internal Protection: None
External Protection: Painted/Asphalt Coating
Pipe Location: Aboveground
Pipe Type: Steel/Iron
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Pipe Flag: Painted/Asphalt Coating
Leak Detection: 14
Overfill Protection: 35
Haz Percent: 50
Last Test: Not reported
Due Date: Not reported
SWIS Code: 1313
Lat/Long: Not reported
Is Updated: False
Renew Date: 04/01/93
Is It There: False
Delinquent: False
Date Expired: 07/13/95
Owner Mark: 2
Certificate Needs to be Printed: False
Fiscal Amt for Registration Fee Correct: True
Renewal Has Been Printed for Facility: True
Pre-Printed Renewal App Last Printed: 03/30/2001

Tank Id: NTP01
CAS Number: 7778394
Federal ID: Not reported
Tank Status: In Service
Install Date: 05/85
Tank Closed: Not reported
Capacity (Gal): 25000
Chemical: Arsenic acid
Tank Location: Indoors, Aboveground
Tank Type: Steel/carbon steel
Total Tanks: 7
Tank Secret: False
Tank Secondary Containment: Other
Tank Error Status: No Missing Data
Date Entered: 07/13/1989
Certified Date: 08/09/2001
Substance: Single Hazardous Substance on DEC List
Internal Protection: None
External Protection: Painted/Asphalt Coating
Pipe Location: Aboveground
Pipe Type: Steel/Iron
Pipe Internal: None
Pipe External: Painted/Asphalt Coating
Pipe Flag: Painted/Asphalt Coating
Leak Detection: 14
Overfill Protection: 35
Haz Percent: 50
Last Test: Not reported
Due Date: Not reported
SWIS Code: 1313

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A.C. DUTTON LUMBER CO. (Continued)

S101008363

Lat/Long: Not reported
Is Updated: False
Renew Date: 04/01/93
Is It There: False
Delinquent: False
Date Expired: 07/13/95
Owner Mark: 2
Certificate Needs to be Printed: False
Fiscal Amt for Registration Fee Correct: True
Renewal Has Been Printed for Facility: True
Pre-Printed Renewal App Last Printed: 03/30/2001

Tank Id: OTP03
CAS Number: 7778394
Federal ID: Not reported
Tank Status: In Service
Install Date: 01/65
Tank Closed: Not reported
Capacity (Gal): 12500
Chemical: Arsenic acid
Tank Location: Indoors, Aboveground
Tank Type: Stainless steel alloy
Total Tanks: 7
Tank Secret: False
Tank Secondary Containment: Other
Tank Error Status: No Missing Data
Date Entered: 07/13/1989
Certified Date: 08/09/2001
Substance: Single Hazardous Substance on DEC List
Internal Protection: None
External Protection: Jacketed
Pipe Location: Aboveground
Pipe Type: Steel/Iron
Pipe Internal: None
Pipe External: Wrapped (Piping
Pipe Flag: Wrapped (Piping
Leak Detection: 14
Overfill Protection: 35
Haz Percent: 50
Last Test: Not reported
Due Date: Not reported
SWIS Code: 1313
Lat/Long: Not reported
Is Updated: False
Renew Date: 04/01/93
Is It There: False
Delinquent: False
Date Expired: 07/13/95
Owner Mark: 2
Certificate Needs to be Printed: False
Fiscal Amt for Registration Fee Correct: True
Renewal Has Been Printed for Facility: True
Pre-Printed Renewal App Last Printed: 03/30/2001

Tank Id: OTP02

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A.C. DUTTON LUMBER CO. (Continued)

S101008363

CAS Number: 7778394
Federal ID: Not reported
Tank Status: In Service
Install Date: 01/65
Tank Closed: Not reported
Capacity (Gal): 12500
Chemical: Arsenic acid
Tank Location: Indoors, Aboveground
Tank Type: Stainless steel alloy
Total Tanks: 7
Tank Secret: False
Tank Secondary Containment: Other
Tank Error Status: No Missing Data
Date Entered: 07/13/1989
Certified Date: 08/09/2001
Substance: Single Hazardous Substance on DEC List
Internal Protection: None
External Protection: Jacketed
Pipe Location: Aboveground
Pipe Type: Steel/Iron
Pipe Internal: None
Pipe External: Wrapped (Piping
Pipe Flag: Wrapped (Piping
Leak Detection: 14
Overfill Protection: 35
Haz Percent: 50
Last Test: Not reported
Due Date: Not reported
SWIS Code: 1313
Lat/Long: Not reported
Is Updated: False
Renew Date: 04/01/93
Is It There: False
Delinquent: False
Date Expired: 07/13/95
Owner Mark: 2
Certificate Needs to be Printed: False
Fiscal Amt for Registration Fee Correct: True
Renewal Has Been Printed for Facility: True
Pre-Printed Renewal App Last Printed: 03/30/2001

Tank Id: OTP04
CAS Number: 7778394
Federal ID: Not reported
Tank Status: In Service
Install Date: 01/65
Tank Closed: Not reported
Capacity (Gal): 5600
Chemical: Arsenic acid
Tank Location: Indoors, Aboveground
Tank Type: Stainless steel alloy
Total Tanks: 7
Tank Secret: False
Tank Secondary Containment: Other
Tank Error Status: No Missing Data
Date Entered: 07/13/1989

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A.C. DUTTON LUMBER CO. (Continued)

S101008363

Certified Date: 08/09/2001
Substance: Single Hazardous Substance on DEC List
Internal Protection: None
External Protection: Jacketed
Pipe Location: Aboveground
Pipe Type: Steel/Iron
Pipe Internal: None
Pipe External: Wrapped (Piping)
Pipe Flag: Wrapped (Piping)
Leak Detection: 14
Overfill Protection: 35
Haz Percent: 50
Last Test: Not reported
Due Date: Not reported
SWIS Code: 1313
Lat/Long: Not reported
Is Updated: False
Renew Date: 04/01/93
Is It There: False
Delinquent: False
Date Expired: 07/13/95
Owner Mark: 2
Certificate Needs to be Printed: False
Fiscal Amt for Registration Fee Correct: True
Renewal Has Been Printed for Facility: True
Pre-Printed Renewal App Last Printed: 03/30/2001

Tank Id: OTP01
CAS Number: 7778394
Federal ID: Not reported
Tank Status: In Service
Install Date: 01/65
Tank Closed: Not reported
Capacity (Gal): 15000
Chemical: Arsenic acid
Tank Location: Indoors, Aboveground
Tank Type: Stainless steel alloy
Total Tanks: 7
Tank Secret: False
Tank Secondary Containment: Other
Tank Error Status: No Missing Data
Date Entered: 07/13/1989
Certified Date: 08/09/2001
Substance: Single Hazardous Substance on DEC List
Internal Protection: None
External Protection: Jacketed
Pipe Location: Aboveground
Pipe Type: Steel/Iron
Pipe Internal: None
Pipe External: Wrapped (Piping)
Pipe Flag: Wrapped (Piping)
Leak Detection: 14
Overfill Protection: 35
Haz Percent: 50
Last Test: Not reported
Due Date: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A.C. DUTTON LUMBER CO. (Continued)

S101008363

SWIS Code: 1313
Lat/Long: Not reported
Is Updated: False
Renew Date: 04/01/93
Is It There: False
Delinquent: False
Date Expired: 07/13/95
Owner Mark: 2
Certificate Needs to be Printed: False
Fiscal Amt for Registration Fee Correct: True
Renewal Has Been Printed for Facility: True
Pre-Printed Renewal App Last Printed: 03/30/2001

46
South
1/4-1/2
0.466 mi.
2458 ft.

PURA-14 SITE
36 PINE STREET
POUGHKEEPSIE, NY 12601

NY ENG CONTROLS
NY INST CONTROL
NY BROWNFIELDS

S110610547
N/A

Relative:
Lower
Actual:
37 ft.

ENG CONTROLS:

Name: PURA-14 SITE
Address: 36 PINE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 376589
HW Code: C314108
Control Code: 15
Control Type: ENG
Date Record Added: 08/26/2010
Date Rec Updated: 06/28/2021
Updated By: PBAMIN
Site Description: "Location: The PURA-14 site is located in an urban area in the City of Poughkeepsie, Dutchess County. The site is generally bounded by Laurel Street to the north, Pine Street to the south, Route 9 to the east and railroad tracks to the west. This site is approximately 5.5 acres in size. Site Features: The site was redeveloped in 2016 as a 136 unit apartment building with swimming pool, parking spaces, landscaping and peripheral grass covered areas. The building includes indoor parking, office and multi-use space on the ground floor. There are no residences on the ground floor. Current zoning: Current land use code is 411 (apartments). The surrounding parcels are currently used for a combination of commercial, industrial, residential and recreational purposes. Past Use: Until the 1960's the property was used for a variety of purposes and was formerly home to several industrial operations, including the Moline plow company, an artillery shell manufacturer, a rail yard, and a chemical fertilizer manufacturer. Site Geology and Hydrology: The Remedial Investigation showed site soils consist of fill materials, which consist of asphalt, ash, slag, brick, concrete, metal fragments, slag, silty sand and various fill soils. Fill deposits varied in thickness across the site and exceeded 10 feet in some locations. The natural soils underlying the fill materials consisted primarily of poorly sorted fine, medium, and coarse sands with trace amounts of fine gravel. Layers of clayey silt were also present at certain depths. Bedrock was encountered in the northeastern corner of the site at a depth of 18 feet below ground surface. Groundwater was encountered at depths ranging from approximately 16 feet to 18 feet below ground surface and flows generally in a southwesterly direction towards the Hudson River. "

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were benzo(a)anthracene, benzo(b)fluoranthene, chrysene, benzo(a)pyrene and dibenzo(a,h)anthracene and metals in soil. Remedial action consisting of installing a cover system has successfully achieved soil cleanup objectives for restricted residential use. The property was developed in 2016 by constructing apartment buildings on site. The cover system disturbed during the construction activity was restored. Residual contamination in the soil is being managed under a Site Management Plan."

Health Problem: "Residual soil contamination is covered by clean soil or pavement so public contact with subsurface contamination is unlikely. Drinking contaminated groundwater is not expected because public water serves the area. Prior to any building being constructed on the site, the potential for soil vapor intrusion will be evaluated and, if necessary, mitigative measures implemented to protect building occupants."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: 41:41'55 /
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 6
Sub Type: P03
Owner Name: JOSEPH A. BONURA, JR.
Owner Company: POUGHKEEPSIE WATERFRONT DEVELOPMENT, LLC
Owner Address: 176 RINALDI BLVD
Owner Addr2: Not reported
Owner City,St,Zip: POUGHKEEPSIE, NY 12601
Owner Country: United States of America
Own Op: 1
Sub Type: NNN
Owner Name: Melanie Vetter
Owner Company: CITY OF POUGHKEEPSIE IDA
Owner Address: 28 Garfield Place
Owner Addr2: Not reported
Owner City,St,Zip: POUGHKEEPSIE, NY 12601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Not reported
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12602
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph Bonura, Jr.
Owner Company: JM Development Group, LLC

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Owner Address: 176 Rinaldi Blvd.
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314108
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: LEAD
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: E314108
Cross Ref Type Code: 03
Cross Ref Type: ERP Site ID
Record Added Date: 2010-10-07 10:33:00
Record Updated: 2010-10-07 10:33:00
Updated By: MOBARRIE
Crossref ID: 02-2010-5131
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2010-10-18 09:59:00
Record Updated: 2010-10-18 09:59:00
Updated By: jpcook
Crossref ID: a3-0597-1207
Cross Ref Type Code: 23
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-04-16 16:14:00
Record Updated: 2009-04-16 16:14:00
Updated By: THKNIZEK

INST CONTROL:

Name: PURA-14 SITE
Address: 36 PINE STREET
City,State,Zip: Poughkeepsie, NY 12601
Site Code: 376589
Control Name: IC/EC Plan
HW Code: C314108
Control Code: 34
Control Type: INST
Dt record added: 08/26/2010

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Dt rec updated: 06/28/2021

Updated By: PBAMIN

Site Code: 376589

Site Description: "Location: The PURA-14 site is located in an urban area in the City of Poughkeepsie, Dutchess County. The site is generally bounded by Laurel Street to the north, Pine Street to the south, Route 9 to the east and railroad tracks to the west. This site is approximately 5.5 acres in size. Site Features: The site was redeveloped in 2016 as a 136 unit apartment building with swimming pool, parking spaces, landscaping and peripheral grass covered areas. The building includes indoor parking, office and multi-use space on the ground floor. There are no residences on the ground floor. Current zoning: Current land use code is 411 (apartments). The surrounding parcels are currently used for a combination of commercial, industrial, residential and recreational purposes. Past Use: Until the 1960's the property was used for a variety of purposes and was formerly home to several industrial operations, including the Moline plow company, an artillery shell manufacturer, a rail yard, and a chemical fertilizer manufacturer. Site Geology and Hydrology: The Remedial Investigation showed site soils consist of fill materials, which consist of asphalt, ash, slag, brick, concrete, metal fragments, slag, silty sand and various fill soils. Fill deposits varied in thickness across the site and exceeded 10 feet in some locations. The natural soils underlying the fill materials consisted primarily of poorly sorted fine, medium, and coarse sands with trace amounts of fine gravel. Layers of clayey silt were also present at certain depths. Bedrock was encountered in the northeastern corner of the site at a depth of 18 feet below ground surface. Groundwater was encountered at depths ranging from approximately 16 feet to 18 feet below ground surface and flows generally in a southwesterly direction towards the Hudson River. "

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were benzo(a)anthracene, benzo(b)fluoranthene, chrysene, benzo(a)pyrene and dibenzo(a,h)anthracene and metals in soil. Remedial action consisting of installing a cover system has successfully achieved soil cleanup objectives for restricted residential use. The property was developed in 2016 by constructing apartment buildings on site. The cover system disturbed during the construction activity was restored. Residual contamination in the soil is being managed under a Site Management Plan."

Health Problem: "Residual soil contamination is covered by clean soil or pavement so public contact with subsurface contamination is unlikely. Drinking contaminated groundwater is not expected because public water serves the area. Prior to any building being constructed on the site, the potential for soil vapor intrusion will be evaluated and, if necessary, mitigative measures implemented to protect building occupants."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: 41:41'55 /

Dell: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 6
Sub Type: P03
Owner Name: JOSEPH A. BONURA, JR.
Owner Company: POUGHKEEPSIE WATERFRONT DEVELOPMENT, LLC
Owner Address: 176 RINALDI BLVD
Owner Addr2: Not reported
Owner City,St,Zip:POUGHKEEPSIE, NY 12601
Owner Country: United States of America
Own Op: 1
Sub Type: NNN
Owner Name: Melanie Vetter
Owner Company: CITY OF POUGHKEEPSIE IDA
Owner Address: 28 Garfield Place
Owner Addr2: Not reported
Owner City,St,Zip:POUGHKEEPSIE, NY 12601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Not reported
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12602
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph Bonura, Jr.
Owner Company: JM Development Group, LLC
Owner Address: 176 Rinaldi Blvd.
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314108
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: LEAD
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: benzo(a)anthracene

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: E314108
Cross Ref Type Code: ~~01~~
Cross Ref Type: ERP Site ID
Record Added Date: 2010-10-07 10:33:00
Record Updated: 2010-10-07 10:33:00
Updated By: MOBARRIE
Crossref ID: 02-2010-5131
Cross Ref Type Code: ~~01~~
Cross Ref Type: County Recording Identifier
Record Added Date: 2010-10-18 09:59:00
Record Updated: 2010-10-18 09:59:00
Updated By: jpcook
Crossref ID: a3-0597-1207
Cross Ref Type Code: ~~01~~
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-04-16 16:14:00
Record Updated: 2009-04-16 16:14:00
Updated By: THKNIZEK

Name: PURA-14 SITE
Address: 36 PINE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 376589
Control Name: Environmental Easement
HW Code: C314108
Control Code: J
Control Type: INST
Dt record added: 08/26/2010
Dt rec updated: 06/28/2021
Updated By: PBAMIN
Site Code: 376589

Site Description: "Location: The PURA-14 site is located in an urban area in the City of Poughkeepsie, Dutchess County. The site is generally bounded by Laurel Street to the north, Pine Street to the south, Route 9 to the east and railroad tracks to the west. This site is approximately 5.5 acres in size. Site Features: The site was redeveloped in 2016 as a 136 unit apartment building with swimming pool, parking spaces, landscaping and peripheral grass covered areas. The building includes indoor parking, office and multi-use space on the ground floor. There are no residences on the ground floor. Current zoning: Current land use code is 411 (apartments). The surrounding parcels are currently used for a combination of commercial, industrial, residential and recreational purposes. Past Use: Until the 1960's the property was used for a variety of purposes and was formerly home to several industrial operations, including the Moline plow company, an artillery shell manufacturer, a rail yard, and a chemical fertilizer manufacturer. Site Geology and Hydrology: The Remedial Investigation showed site soils consist of fill materials, which consist of asphalt, ash, slag, brick, concrete, metal fragments, slag, silty sand and various fill soils. Fill deposits varied in thickness across the site and exceeded 10 feet in some locations. The natural soils underlying the fill materials consisted primarily of poorly sorted fine, medium, and coarse sands with trace amounts of fine gravel. Layers of clayey silt were also present at certain depths. Bedrock was encountered in the northeastern corner of the site at a depth of

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

18 feet below ground surface. Groundwater was encountered at depths ranging from approximately 16 feet to 18 feet below ground surface and flows generally in a southwesterly direction towards the Hudson River. "

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were benzo(a)anthracene, benzo(b)fluoranthene, chrysene, benzo(a)pyrene and dibenzo(a,h)anthracene and metals in soil. Remedial action consisting of installing a cover system has successfully achieved soil cleanup objectives for restricted residential use. The property was developed in 2016 by constructing apartment buildings on site. The cover system disturbed during the construction activity was restored. Residual contamination in the soil is being managed under a Site Management Plan."

Health Problem: "Residual soil contamination is covered by clean soil or pavement so public contact with subsurface contamination is unlikely. Drinking contaminated groundwater is not expected because public water serves the area. Prior to any building being constructed on the site, the potential for soil vapor intrusion will be evaluated and, if necessary, mitigative measures implemented to protect building occupants."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: 41:41'55 /

Dell: Not reported

Record Add: Not reported

Record Upd: Not reported

Updated By: Not reported

Own Op: 6

Sub Type: P03

Owner Name: JOSEPH A. BONURA, JR.

Owner Company: POUGHKEEPSIE WATERFRONT DEVELOPMENT, LLC

Owner Address: 176 RINALDI BLVD

Owner Addr2: Not reported

Owner City,St,Zip:POUGHKEEPSIE, NY 12601

Owner Country: United States of America

Own Op: 1

Sub Type: NNN

Owner Name: Melanie Vetter

Owner Company: CITY OF POUGHKEEPSIE IDA

Owner Address: 28 Garfield Place

Owner Addr2: Not reported

Owner City,St,Zip:POUGHKEEPSIE, NY 12601

Owner Country: United States of America

Own Op: Document Repository

Sub Type: NNN

Owner Name: Not reported

Owner Company: Adriance Memorial Library

Owner Address: 93 Market Street

Owner Addr2: Not reported

Owner City,St,Zip:Poughkeepsie, NY 12602

Owner Country: United States of America

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Own Op: 6
Sub Type: P03
Owner Name: Joseph Bonura, Jr.
Owner Company: JM Development Group, LLC
Owner Address: 176 Rinaldi Blvd.
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314108
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: LEAD
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: E314108
Cross Ref Type Code:
Cross Ref Type: ERP Site ID
Record Added Date: 2010-10-07 10:33:00
Record Updated: 2010-10-07 10:33:00
Updated By: MOBARRIE
Crossref ID: 02-2010-5131
Cross Ref Type Code:
Cross Ref Type: County Recording Identifier
Record Added Date: 2010-10-18 09:59:00
Record Updated: 2010-10-18 09:59:00
Updated By: jpcook
Crossref ID: a3-0597-1207
Cross Ref Type Code:
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-04-16 16:14:00
Record Updated: 2009-04-16 16:14:00
Updated By: THKNIZEK

Name: PURA-14 SITE
Address: 36 PINE STREET
City,State,Zip: Poughkeepsie, NY 12601
Site Code: 376589
Control Name: Ground Water Use Restriction
HW Code: C314108

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Control Code: 08
Control Type: INST
Dt record added: 08/26/2010
Dt rec updated: 06/28/2021
Updated By: PBAMIN
Site Code: 376589

Site Description: "Location: The PURA-14 site is located in an urban area in the City of Poughkeepsie, Dutchess County. The site is generally bounded by Laurel Street to the north, Pine Street to the south, Route 9 to the east and railroad tracks to the west. This site is approximately 5.5 acres in size. Site Features: The site was redeveloped in 2016 as a 136 unit apartment building with swimming pool, parking spaces, landscaping and peripheral grass covered areas. The building includes indoor parking, office and multi-use space on the ground floor. There are no residences on the ground floor. Current zoning: Current land use code is 411 (apartments). The surrounding parcels are currently used for a combination of commercial, industrial, residential and recreational purposes. Past Use: Until the 1960's the property was used for a variety of purposes and was formerly home to several industrial operations, including the Moline plow company, an artillery shell manufacturer, a rail yard, and a chemical fertilizer manufacturer. Site Geology and Hydrology: The Remedial Investigation showed site soils consist of fill materials, which consist of asphalt, ash, slag, brick, concrete, metal fragments, slag, silty sand and various fill soils. Fill deposits varied in thickness across the site and exceeded 10 feet in some locations. The natural soils underlying the fill materials consisted primarily of poorly sorted fine, medium, and coarse sands with trace amounts of fine gravel. Layers of clayey silt were also present at certain depths. Bedrock was encountered in the northeastern corner of the site at a depth of 18 feet below ground surface. Groundwater was encountered at depths ranging from approximately 16 feet to 18 feet below ground surface and flows generally in a southwesterly direction towards the Hudson River. "

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were benzo(a)anthracene, benzo(b)fluoranthene, chrysene, benzo(a)pyrene and dibenzo(a,h)anthracene and metals in soil. Remedial action consisting of installing a cover system has successfully achieved soil cleanup objectives for restricted residential use. The property was developed in 2016 by constructing apartment buildings on site. The cover system disturbed during the construction activity was restored. Residual contamination in the soil is being managed under a Site Management Plan."

Health Problem: "Residual soil contamination is covered by clean soil or pavement so public contact with subsurface contamination is unlikely. Drinking contaminated groundwater is not expected because public water serves the area. Prior to any building being constructed on the site, the potential for soil vapor intrusion will be evaluated and, if necessary, mitigative measures implemented to protect building occupants."

Dump: False
Structure: False
Lagoon: False
Landfill: False
Pond: False
Disp Start: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Disp Term: Not reported
Lat/Long: 41:41'55 /
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 6
Sub Type: P03
Owner Name: JOSEPH A. BONURA, JR.
Owner Company: POUGHKEEPSIE WATERFRONT DEVELOPMENT, LLC
Owner Address: 176 RINALDI BLVD
Owner Addr2: Not reported
Owner City,St,Zip:POUGHKEEPSIE, NY 12601
Owner Country: United States of America
Own Op: 1
Sub Type: NNN
Owner Name: Melanie Vetter
Owner Company: CITY OF POUGHKEEPSIE IDA
Owner Address: 28 Garfield Place
Owner Addr2: Not reported
Owner City,St,Zip:POUGHKEEPSIE, NY 12601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Not reported
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12602
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph Bonura, Jr.
Owner Company: JM Development Group, LLC
Owner Address: 176 Rinaldi Blvd.
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314108
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: LEAD
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Waste Code: Not reported
HW Code: C314108
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: E314108
Cross Ref Type Code: 03
Cross Ref Type: ERP Site ID
Record Added Date: 2010-10-07 10:33:00
Record Updated: 2010-10-07 10:33:00
Updated By: MOBARRIE
Crossref ID: 02-2010-5131
Cross Ref Type Code: 05
Cross Ref Type: County Recording Identifier
Record Added Date: 2010-10-18 09:59:00
Record Updated: 2010-10-18 09:59:00
Updated By: jpcook
Crossref ID: a3-0597-1207
Cross Ref Type Code: 06
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-04-16 16:14:00
Record Updated: 2009-04-16 16:14:00
Updated By: THKNIZEK

Name: PURA-14 SITE
Address: 36 PINE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 376589
Control Name: Soil Management Plan
HW Code: C314108
Control Code: 14
Control Type: INST
Dt record added: 08/26/2010
Dt rec updated: 06/28/2021
Updated By: PBAMIN
Site Code: 376589

Site Description: "Location: The PURA-14 site is located in an urban area in the City of Poughkeepsie, Dutchess County. The site is generally bounded by Laurel Street to the north, Pine Street to the south, Route 9 to the east and railroad tracks to the west. This site is approximately 5.5 acres in size. Site Features: The site was redeveloped in 2016 as a 136 unit apartment building with swimming pool, parking spaces, landscaping and peripheral grass covered areas. The building includes indoor parking, office and multi-use space on the ground floor. There are no residences on the ground floor. Current zoning: Current land use code is 411 (apartments). The surrounding parcels are currently used for a combination of commercial, industrial, residential and recreational purposes. Past Use: Until the 1960's the property was used for a variety of purposes and was formerly home to several industrial operations, including the Moline plow company, an artillery shell manufacturer, a rail yard, and a chemical fertilizer manufacturer. Site Geology and Hydrology: The Remedial Investigation showed site soils consist of fill materials, which consist of asphalt, ash, slag, brick, concrete, metal fragments, slag, silty sand and various fill soils. Fill deposits varied in thickness across the site and exceeded 10 feet in some locations. The natural soils underlying the fill materials consisted primarily of poorly sorted

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

fine, medium, and coarse sands with trace amounts of fine gravel. Layers of clayey silt were also present at certain depths. Bedrock was encountered in the northeastern corner of the site at a depth of 18 feet below ground surface. Groundwater was encountered at depths ranging from approximately 16 feet to 18 feet below ground surface and flows generally in a southwesterly direction towards the Hudson River. "

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were benzo(a)anthracene, benzo(b)fluoranthene, chrysene, benzo(a)pyrene and dibenzo(a,h)anthracene and metals in soil. Remedial action consisting of installing a cover system has successfully achieved soil cleanup objectives for restricted residential use. The property was developed in 2016 by constructing apartment buildings on site. The cover system disturbed during the construction activity was restored. Residual contamination in the soil is being managed under a Site Management Plan."

Health Problem: "Residual soil contamination is covered by clean soil or pavement so public contact with subsurface contamination is unlikely. Drinking contaminated groundwater is not expected because public water serves the area. Prior to any building being constructed on the site, the potential for soil vapor intrusion will be evaluated and, if necessary, mitigative measures implemented to protect building occupants."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: 41:41'55 /

Dell: Not reported

Record Add: Not reported

Record Upd: Not reported

Updated By: Not reported

Own Op: 6

Sub Type: P03

Owner Name: JOSEPH A. BONURA, JR.

Owner Company: POUGHKEEPSIE WATERFRONT DEVELOPMENT, LLC

Owner Address: 176 RINALDI BLVD

Owner Addr2: Not reported

Owner City,St,Zip:POUGHKEEPSIE, NY 12601

Owner Country: United States of America

Own Op: 1

Sub Type: NNN

Owner Name: Melanie Vetter

Owner Company: CITY OF POUGHKEEPSIE IDA

Owner Address: 28 Garfield Place

Owner Addr2: Not reported

Owner City,St,Zip:POUGHKEEPSIE, NY 12601

Owner Country: United States of America

Own Op: Document Repository

Sub Type: NNN

Owner Name: Not reported

Owner Company: Adriance Memorial Library

Owner Address: 93 Market Street

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12602
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph Bonura, Jr.
Owner Company: JM Development Group, LLC
Owner Address: 176 Rinaldi Blvd.
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314108
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: LEAD
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: E314108
Cross Ref Type Code: 01
Cross Ref Type: ERP Site ID
Record Added Date: 2010-10-07 10:33:00
Record Updated: 2010-10-07 10:33:00
Updated By: MOBARRIE
Crossref ID: 02-2010-5131
Cross Ref Type Code: 01
Cross Ref Type: County Recording Identifier
Record Added Date: 2010-10-18 09:59:00
Record Updated: 2010-10-18 09:59:00
Updated By: jpcook
Crossref ID: a3-0597-1207
Cross Ref Type Code: 01
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-04-16 16:14:00
Record Updated: 2009-04-16 16:14:00
Updated By: THKNIZEK

Name: PURA-14 SITE
Address: 36 PINE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Site Code: 376589
Control Name: Landuse Restriction
HW Code: C314108
Control Code: 25
Control Type: INST
Dt record added: 08/26/2010
Dt rec updated: 06/28/2021
Updated By: PBAMIN
Site Code: 376589
Site Description: "Location: The PURA-14 site is located in an urban area in the City of Poughkeepsie, Dutchess County. The site is generally bounded by Laurel Street to the north, Pine Street to the south, Route 9 to the east and railroad tracks to the west. This site is approximately 5.5 acres in size. Site Features: The site was redeveloped in 2016 as a 136 unit apartment building with swimming pool, parking spaces, landscaping and peripheral grass covered areas. The building includes indoor parking, office and multi-use space on the ground floor. There are no residences on the ground floor. Current zoning: Current land use code is 411 (apartments). The surrounding parcels are currently used for a combination of commercial, industrial, residential and recreational purposes. Past Use: Until the 1960's the property was used for a variety of purposes and was formerly home to several industrial operations, including the Moline plow company, an artillery shell manufacturer, a rail yard, and a chemical fertilizer manufacturer. Site Geology and Hydrology: The Remedial Investigation showed site soils consist of fill materials, which consist of asphalt, ash, slag, brick, concrete, metal fragments, slag, silty sand and various fill soils. Fill deposits varied in thickness across the site and exceeded 10 feet in some locations. The natural soils underlying the fill materials consisted primarily of poorly sorted fine, medium, and coarse sands with trace amounts of fine gravel. Layers of clayey silt were also present at certain depths. Bedrock was encountered in the northeastern corner of the site at a depth of 18 feet below ground surface. Groundwater was encountered at depths ranging from approximately 16 feet to 18 feet below ground surface and flows generally in a southwesterly direction towards the Hudson River. "

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were benzo(a)anthracene, benzo(b)fluoranthene, chrysene, benzo(a)pyrene and dibenzo(a,h)anthracene and metals in soil. Remedial action consisting of installing a cover system has successfully achieved soil cleanup objectives for restricted residential use. The property was developed in 2016 by constructing apartment buildings on site. The cover system disturbed during the construction activity was restored. Residual contamination in the soil is being managed under a Site Management Plan."

Health Problem: "Residual soil contamination is covered by clean soil or pavement so public contact with subsurface contamination is unlikely. Drinking contaminated groundwater is not expected because public water serves the area. Prior to any building being constructed on the site, the potential for soil vapor intrusion will be evaluated and, if necessary, mitigative measures implemented to protect building occupants."

Dump: False
Structure: False
Lagoon: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Landfill: False
Pond: False
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: 41:41'55 /
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 6
Sub Type: P03
Owner Name: JOSEPH A. BONURA, JR.
Owner Company: POUGHKEEPSIE WATERFRONT DEVELOPMENT, LLC
Owner Address: 176 RINALDI BLVD
Owner Addr2: Not reported
Owner City,St,Zip:POUGHKEEPSIE, NY 12601
Owner Country: United States of America
Own Op: 1
Sub Type: NNN
Owner Name: Melanie Vetter
Owner Company: CITY OF POUGHKEEPSIE IDA
Owner Address: 28 Garfield Place
Owner Addr2: Not reported
Owner City,St,Zip:POUGHKEEPSIE, NY 12601
Owner Country: United States of America
Own Op: Document Repository
Sub Type: NNN
Owner Name: Not reported
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12602
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph Bonura, Jr.
Owner Company: JM Development Group, LLC
Owner Address: 176 Rinaldi Blvd.
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314108
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: LEAD
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

HW Code: C314108
Waste Type: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: E314108
Cross Ref Type Code: ~~01~~
Cross Ref Type: ERP Site ID
Record Added Date: 2010-10-07 10:33:00
Record Updated: 2010-10-07 10:33:00
Updated By: MOBARRIE
Crossref ID: 02-2010-5131
Cross Ref Type Code: ~~01~~
Cross Ref Type: County Recording Identifier
Record Added Date: 2010-10-18 09:59:00
Record Updated: 2010-10-18 09:59:00
Updated By: jpcook
Crossref ID: a3-0597-1207
Cross Ref Type Code: ~~01~~
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-04-16 16:14:00
Record Updated: 2009-04-16 16:14:00
Updated By: THKNIZEK

Name: PURA-14 SITE
Address: 36 PINE STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Site Code: 376589
Control Name: Site Management Plan
HW Code: C314108
Control Code: 32
Control Type: INST
Dt record added: 08/26/2010
Dt rec updated: 06/28/2021
Updated By: PBAMIN
Site Code: 376589

Site Description: "Location: The PURA-14 site is located in an urban area in the City of Poughkeepsie, Dutchess County. The site is generally bounded by Laurel Street to the north, Pine Street to the south, Route 9 to the east and railroad tracks to the west. This site is approximately 5.5 acres in size. Site Features: The site was redeveloped in 2016 as a 136 unit apartment building with swimming pool, parking spaces, landscaping and peripheral grass covered areas. The building includes indoor parking, office and multi-use space on the ground floor. There are no residences on the ground floor. Current zoning: Current land use code is 411 (apartments). The surrounding parcels are currently used for a combination of commercial, industrial, residential and recreational purposes. Past Use: Until the 1960's the property was used for a variety of purposes and was formerly home to several industrial operations, including the Moline plow company, an artillery shell manufacturer, a rail yard, and a chemical fertilizer manufacturer. Site Geology and Hydrology: The Remedial Investigation showed site soils consist of fill materials, which consist of asphalt, ash, slag, brick, concrete, metal fragments, slag, silty

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

sand and various fill soils. Fill deposits varied in thickness across the site and exceeded 10 feet in some locations. The natural soils underlying the fill materials consisted primarily of poorly sorted fine, medium, and coarse sands with trace amounts of fine gravel. Layers of clayey silt were also present at certain depths. Bedrock was encountered in the northeastern corner of the site at a depth of 18 feet below ground surface. Groundwater was encountered at depths ranging from approximately 16 feet to 18 feet below ground surface and flows generally in a southwesterly direction towards the Hudson River. "

Env Problem: "Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were benzo(a)anthracene, benzo(b)fluoranthene, chrysene, benzo(a)pyrene and dibenzo(a,h)anthracene and metals in soil. Remedial action consisting of installing a cover system has successfully achieved soil cleanup objectives for restricted residential use. The property was developed in 2016 by constructing apartment buildings on site. The cover system disturbed during the construction activity was restored. Residual contamination in the soil is being managed under a Site Management Plan."

Health Problem: "Residual soil contamination is covered by clean soil or pavement so public contact with subsurface contamination is unlikely. Drinking contaminated groundwater is not expected because public water serves the area. Prior to any building being constructed on the site, the potential for soil vapor intrusion will be evaluated and, if necessary, mitigative measures implemented to protect building occupants."

Dump: False

Structure: False

Lagoon: False

Landfill: False

Pond: False

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: 41:41'55 /

Dell: Not reported

Record Add: Not reported

Record Upd: Not reported

Updated By: Not reported

Own Op: 6

Sub Type: P03

Owner Name: JOSEPH A. BONURA, JR.

Owner Company: POUGHKEEPSIE WATERFRONT DEVELOPMENT, LLC

Owner Address: 176 RINALDI BLVD

Owner Addr2: Not reported

Owner City,St,Zip:POUGHKEEPSIE, NY 12601

Owner Country: United States of America

Own Op: 1

Sub Type: NNN

Owner Name: Melanie Vetter

Owner Company: CITY OF POUGHKEEPSIE IDA

Owner Address: 28 Garfield Place

Owner Addr2: Not reported

Owner City,St,Zip:POUGHKEEPSIE, NY 12601

Owner Country: United States of America

Own Op: Document Repository

Sub Type: NNN

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

Owner Name: Not reported
Owner Company: Adriance Memorial Library
Owner Address: 93 Market Street
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12602
Owner Country: United States of America
Own Op: 6
Sub Type: P03
Owner Name: Joseph Bonura, Jr.
Owner Company: JM Development Group, LLC
Owner Address: 176 Rinaldi Blvd.
Owner Addr2: Not reported
Owner City,St,Zip:Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: C314108
Waste Type: ARSENIC
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(A)PYRENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: LEAD
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: E314108
Cross Ref Type Code: ~~01~~
Cross Ref Type: ERP Site ID
Record Added Date: 2010-10-07 10:33:00
Record Updated: 2010-10-07 10:33:00
Updated By: MOBARRIE
Crossref ID: 02-2010-5131
Cross Ref Type Code: ~~01~~
Cross Ref Type: County Recording Identifier
Record Added Date: 2010-10-18 09:59:00
Record Updated: 2010-10-18 09:59:00
Updated By: jpcook
Crossref ID: a3-0597-1207
Cross Ref Type Code: ~~01~~
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-04-16 16:14:00
Record Updated: 2009-04-16 16:14:00
Updated By: THKNIZEK

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

BROWNFIELDS:

Name:	PURA-14 SITE
Address:	36 PINE STREET
City,State,Zip:	POUGHKEEPSIE, NY 12601
Program:	BCP
Site Code:	376589
Acres:	5.530
HW Code:	C314108
SWIS:	1413
Town:	Poughkeepsie (c)
Record Added Date:	01/26/2007
Record Updated Date:	08/03/2020
Update By:	KJCARPEN
Site Description:	"Location: The PURA-14 site is located in an urban area in the City of Poughkeepsie, Dutchess County. The site is generally bounded by Laurel Street to the north, Pine Street to the south, Route 9 to the east and railroad tracks to the west. This site is approximately 5.5 acres in size. Site Features: The site was redeveloped in 2016 as a 136 unit apartment building with swimming pool, parking spaces, landscaping and peripheral grass covered areas. The building includes indoor parking, office and multi-use space on the ground floor. There are no residences on the ground floor. Current zoning: Current land use code is 411 (apartments). The surrounding parcels are currently used for a combination of commercial, industrial, residential and recreational purposes. Past Use: Until the 1960's the property was used for a variety of purposes and was formerly home to several industrial operations, including the Moline plow company, an artillery shell manufacturer, a rail yard, and a chemical fertilizer manufacturer. Site Geology and Hydrology: The Remedial Investigation showed site soils consist of fill materials, which consist of asphalt, ash, slag, brick, concrete, metal fragments, slag, silty sand and various fill soils. Fill deposits varied in thickness across the site and exceeded 10 feet in some locations. The natural soils underlying the fill materials consisted primarily of poorly sorted fine, medium, and coarse sands with trace amounts of fine gravel. Layers of clayey silt were also present at certain depths. Bedrock was encountered in the northeastern corner of the site at a depth of 18 feet below ground surface. Groundwater was encountered at depths ranging from approximately 16 feet to 18 feet below ground surface and flows generally in a southwesterly direction towards the Hudson River. "
Env Problem:	"Remediation at the site is complete. Prior to remediation, the primary contaminants of concern were benzo(a)anthracene, benzo(b)fluoranthene, chrysene, benzo(a)pyrene and dibenzo(a,h)anthracene and metals in soil. Remedial action consisting of installing a cover system has successfully achieved soil cleanup objectives for restricted residential use. The property was developed in 2016 by constructing apartment buildings on site. The cover system disturbed during the construction activity was restored. Residual contamination in the soil is being managed under a Site Management Plan."
Health Problem:	"Residual soil contamination is covered by clean soil or pavement so public contact with subsurface contamination is unlikely. Drinking contaminated groundwater is not expected because public water serves the area. Prior to any building being constructed on the site, the potential for soil vapor intrusion will be evaluated and, if necessary, mitigative measures implemented to protect building

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

	occupants."
Dump:	False
Structure:	False
Lagoon:	False
Landfill:	False
Pond:	False
Disp Start:	Not reported
Disp Term:	Not reported
Lat/Long:	41:41'55 /
Dell:	Not reported
Record Add:	Not reported
Record Upd:	Not reported
Updated By:	Not reported
Own Op:	6
Sub Type:	P03
Owner Name:	JOSEPH A. BONURA, JR.
Owner Company:	POUGHKEEPSIE WATERFRONT DEVELOPMENT, LLC
Owner Address:	176 RINALDI BLVD
Owner Addr2:	Not reported
Owner City,St,Zip:	POUGHKEEPSIE, NY 12601
Owner Country:	United States of America
Own Op:	1
Sub Type:	NNN
Owner Name:	Melanie Vetter
Owner Company:	CITY OF POUGHKEEPSIE IDA
Owner Address:	28 Garfield Place
Owner Addr2:	Not reported
Owner City,St,Zip:	POUGHKEEPSIE, NY 12601
Owner Country:	United States of America
Own Op:	Document Repository
Sub Type:	NNN
Owner Name:	Not reported
Owner Company:	Adriance Memorial Library
Owner Address:	93 Market Street
Owner Addr2:	Not reported
Owner City,St,Zip:	Poughkeepsie, NY 12602
Owner Country:	United States of America
Own Op:	6
Sub Type:	P03
Owner Name:	Joseph Bonura, Jr.
Owner Company:	JM Development Group, LLC
Owner Address:	176 Rinaldi Blvd.
Owner Addr2:	Not reported
Owner City,St,Zip:	Poughkeepsie, NY 12601
Owner Country:	United States of America
HW Code:	C314108
Waste Type:	ARSENIC
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314108
Waste Type:	BENZO(A)PYRENE
Waste Quantity:	UNKNOWN
Waste Code:	Not reported
HW Code:	C314108
Waste Type:	LEAD
Waste Quantity:	UNKNOWN
Waste Code:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

PURA-14 SITE (Continued)

S110610547

HW Code: C314108
Waste Type: BENZO(B)FLUORANTHENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: BENZ(A)ANTHRACENE
Waste Quantity: UNKNOWN
Waste Code: Not reported
HW Code: C314108
Waste Type: benzo(a)anthracene
Waste Quantity: UNKNOWN
Waste Code: Not reported
Crossref ID: E314108
Cross Ref Type Code: 03
Cross Ref Type: ERP Site ID
Record Added Date: 2010-10-07 10:33:00
Record Updated: 2010-10-07 10:33:00
Updated By: MOBARRIE
Crossref ID: 02-2010-5131
Cross Ref Type Code: 25
Cross Ref Type: County Recording Identifier
Record Added Date: 2010-10-18 09:59:00
Record Updated: 2010-10-18 09:59:00
Updated By: jpcook
Crossref ID: a3-0597-1207
Cross Ref Type Code: 23
Cross Ref Type: Agreement/Consent Order Number
Record Added Date: 2009-04-16 16:14:00
Record Updated: 2009-04-16 16:14:00
Updated By: THKNIZEK

I47
North
1/4-1/2
0.469 mi.
2474 ft.

A. C. DUTTON LUMBER CORPORATION

NY DEL SHWS

S105972506

N/A

POUGHKEEPSIE, NY 12601

Site 2 of 2 in cluster I

**Relative:
Higher**

DEL SHWS:

**Actual:
50 ft.**

Name: A. C. DUTTON LUMBER CORPORATION
Address: Not reported
City,State,Zip: POUGHKEEPSIE, NY 12601
Year: 1996
Site Code Id: 314081
Site Classification: Not reported
Region: Not reported
Epa Id Number: Not reported
Site Type - Dump: No
Site Type - Structure: No
Site Type - Lagoon: No
Site Type - Landfill: No
Site Type - Treat Pond: No
Site Size (Acres): Not reported
Site Size Comment: Not reported
Period Assoc/HW Start: 1966
Period Assoc/HW End: Present
Lat/Long: Not reported
Lat/Long Decimal: Not reported
Lat/Long (dms): 41 42 419.0 / 73 56 170.0

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A. C. DUTTON LUMBER CORPORATION (Continued)

S105972506

Hazardous Waste Code:	Not reported
Hazard Waste Disposed:	Chromated Copper Arsenate
Quantity:	Unknown
	(arsenic component D004)
	Not reported
	(chromium component D007)
	Not reported
Air Data Available:	No
SW Std Contravention:	No
GW Std Contravention:	No
Soil Type:	X
Sediment Data Available:	No
GW Std Contravention:	No
DW Std Contravention:	No
SW Std Contravention:	No
Air Stand Contraventions:	No
Legal Action Type:	Not reported
State Legal Action:	No
Federal Legal Action:	No
Enforce Status Code:	Not reported
Remedial Act Proposed:	No
Rem Act Under Design:	No
Rem Act In Progress:	No
Rem Act Completed:	No
Remedial Action Type:	Not reported
Soil Type:	Not reported
Depth To Groundwater:	Not reported
Owner Name:	Not reported
Owner Address:	Not reported
Owner City,St,Zip:	Not reported
Owner Phone:	Not reported
Owner Contact Name:	Not reported
Owner During Disposal:	Not reported
Owner During Use:	Various Owners during use
Operator Name:	A.C. Dutton Lumber Corporation
Operator Address:	Not reported
Operator City,St,Zip:	Not reported
Operator Phone:	Not reported
Operator Contact Name:	Not reported
Oper During Disposal:	Not reported
Site Type:	Not reported
HW Disposal Period:	Not reported
Analytical Data Available:	Not reported
Applicable Std Exceeded:	Not reported
Geotech Info:	Not reported
Depth To Groundwater:	Not reported
Status:	Not reported
Nature Of Action:	Not reported
Env Prob Assessment:	Possible groundwater and surface water contamination. The contaminants of concern are arsenic and chromium.
Site Description:	Not reported
Confirmed HW:	Not reported
Environment Assessment:	Not reported
Health Assessment:	Not reported
Disposal Start Date:	Not reported
Disposal Term Date:	Not reported
Air Violation:	Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

A. C. DUTTON LUMBER CORPORATION (Continued)

S105972506

Groundwater Violation: Not reported
Drink Water Violation: Not reported
Surface Water Violation: Not reported
Legal New York State: Not reported
Legal Federal: Not reported
Legal State: Not reported
Remedial Action Active: Not reported
Remedial Action Done: Not reported
NPL Status: Not reported
Count Operator: Not reported
Count Owner: Not reported
NYTM X: Not reported
NYTM Y: Not reported
Co Name: Not reported
Co Addr: Not reported
Operator Addr: Not reported
Operator Addr 2: Not reported
Operator Addr 3: Not reported
Operator Addr 4: Not reported
HWDP From: Not reported
From To: Not reported
Assessment of Health: Not reported
Description: Not reported
Record Added Date: Not reported
Record Updated Date: Not reported
Env Assessment: Not reported
HW Disposed/Quantity: Not reported
Assess/Env Prog: Not reported
Assess/Health Prob: Not reported
Site Description: Not reported

H48
East
1/4-1/2
0.474 mi.
2504 ft.

D.C.DEPT.OF SOC.SER.
16 MARKET ST
POUGHKEEPSIE, NY
Site 2 of 5 in cluster H

NY LTANKS **S103940781**
N/A

Relative:
Higher

Actual:
173 ft.

LTANKS:
Name: D.C.DEPT.OF SOC.SER.
Address: 16 MARKET ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 9900170 / 1999-04-14
Facility ID: 9900170
Site ID: 85829
Spill Date: 1999-04-05
Spill Cause: Tank Test Failure
Spill Source: Institutional, Educational, Gov., Other
Spill Class: C3
Cleanup Ceased: Not reported
SWIS: 1446
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 1999-04-05
CID: 281
Water Affected: Not reported
Spill Notifier: Tank Tester
Last Inspection: Not reported
Recommended Penalty: False

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

D.C.DEPT.OF SOC.SER. (Continued)

S103940781

Meets Standard: True
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 1999-04-05
Spill Record Last Update: 2004-08-11
Spiller Name: JOE CAREY
Spiller Company: DUTCHESS CO DPW
Spiller Address: 22 MARKET ST
Spiller County: 001
Spiller Contact: JOE CAREY
Spiller Phone: (914) 486-2121
Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 78791
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MCCABE 4/10/99 SYSTEM RETESTED AND PASSED AFTER LINES REPLACED. NFA This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 04/05/99, 'Phone' = 4/14/1999, 'Site Insp' = N/A. "
Remarks: "TANK TEST FAILURE AT ABOVE LOCATION. DUTCHESS CO ADVISED OF RESULTS. TANK TO BE UNCOVERED,ISOLATED AND RETESTED ON 4/10/99. NO CALL BACK REQUESTED."

All TTF:

Facility ID: 9900170
Spill Number: 9900170
Spill Tank Test: 1547039
Site ID: 85829
Tank Number: PP2
Tank Size: 10000
Material: 0001
EPA UST: Not reported
UST: Not reported
Cause: Not reported
Source: Not reported
Test Method: 20
Test Method 2: USTest 2000/P/LL plus USTest 2000/U
Leak Rate: -.09
Gross Fail: Not reported
Modified By: Spills
Last Modified Date: Not reported

All Materials:

Site ID: 85829
Operable Unit ID: 1075028
Operable Unit: 01
Material ID: 307313
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

49
ENE
1/4-1/2
0.478 mi.
2525 ft.

SOUTHERN WATERFRONT INDUSTRIAL AREA STRATEGIC CLUS
PROPSECT STREET
POUGHKEEPSIE, NY 12601

US BROWNFIELDS
FINDS

1016351013
N/A

Relative:
Higher

Actual:
166 ft.

US BROWNFIELDS:

Name: SOUTHERN WATERFRONT INDUSTRIAL AREA STRATEGIC CLUS
Address: PROPSECT STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Recipient Name: Ulster County
Grant Type: Assessment
Property Number: -
Parcel size: 20.2
Latitude: 41.70671
Longitude: -73.929379
HCM Label: -
Map Scale: -
Point of Reference: -
Highlights: -
Datum: -
Acres Property ID: 11877
IC Data Access: -
Start Date: -
Redev Completion Date: -
Completed Date: -
Acres Cleaned Up: -
Cleanup Funding: -
Cleanup Funding Source: -
Assessment Funding: -
Assessment Funding Source: -
Redevelopment Funding: -
Redev. Funding Source: -
Redev. Funding Entity Name: -
Redevelopment Start Date: -
Assessment Funding Entity: -
Cleanup Funding Entity: -
Grant Type: -
Accomplishment Type: Phase I Environmental Assessment
Accomplishment Count: N
Cooperative Agreement Number: 99297001
Start Date: 03/31/2003
Ownership Entity: -
Completion Date: 03/31/2003
Current Owner: -
Did Owner Change: -
Cleanup Required: -
Video Available: -
Photo Available: -
Institutional Controls Required: -
IC Category Proprietary Controls: -
IC Cat. Info. Devices: -
IC Cat. Gov. Controls: -
IC Cat. Enforcement Permit Tools: -
IC in place date: -
IC in place: U
State/tribal program date: -
State/tribal program ID: -
State/tribal NFA date: -

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SOUTHERN WATERFRONT INDUSTRIAL AREA STRATEGIC CLUS (Continued)

1016351013

Air cleaned:	-
Asbestos found:	-
Asbestos cleaned:	-
Controlled substance found:	-
Controlled substance cleaned:	-
Drinking water affected:	-
Drinking water cleaned:	-
Groundwater affected:	-
Groundwater cleaned:	-
Lead contaminant found:	-
Lead cleaned up:	-
No media affected:	Not reported
Unknown media affected:	-
Other cleaned up:	-
Other metals found:	-
Other metals cleaned:	-
Other contaminants found:	-
Other contaminants found description:	-
PAHs found:	-
PAHs cleaned up:	-
PCBs found:	-
PCBs cleaned up:	-
Petro products found:	-
Petro products cleaned:	-
Sediments found:	-
Sediments cleaned:	-
Soil affected:	-
Soil cleaned up:	-
Surface water cleaned:	-
VOCs found:	-
VOCs cleaned:	-
Cleanup other description:	-
Num. of cleanup and re-dev. jobs:	-
Past use greenspace acreage:	-
Past use residential acreage:	-
Surface Water:	-
Past use commercial acreage:	-
Past use industrial acreage:	-
Future use greenspace acreage:	-
Future use residential acreage:	-
Future use commercial acreage:	-
Future use industrial acreage:	-
Superfund Fed. landowner flag:	-
Arsenic cleaned up:	-
Cadmium cleaned up:	-
Chromium cleaned up:	-
Copper cleaned up:	-
Iron cleaned up:	-
mercury cleaned up:	-
Nickel Cleaned Up:	-
No clean up:	-
Pesticides cleaned up:	-
Selenium cleaned up:	-
SVOCs cleaned up:	-
Unknown clean up:	-
Arsenic contaminant found:	-
Cadmium contaminant found:	-

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

SOUTHERN WATERFRONT INDUSTRIAL AREA STRATEGIC CLUS (Continued)

1016351013

Chromium contaminant found: -
Copper contaminant found: -
Iron contaminant found: -
Mercury contaminant found: -
Nickel contaminant found: -
No contaminant found: -
Pesticides contaminant found: -
Selenium contaminant found: -
SVOCs contaminant found: -
Unknown contaminant found: -
Future Use: Multistory -
Media affected Bluiding Material: -
Media affected indoor air: -
Building material media cleaned up: -
Indoor air media cleaned up: -
Unknown media cleaned up: -
Past Use: Multistory Not reported
Property Description: -
Below Poverty Number: 2203
Below Poverty Percent: 30.1
Meidan Income: 6336
Meidan Income Number: 4585
Meidan Income Percent: 62.65
Vacant Housing Number: 577
Vacant Housing Percent: 15.07
Unemployed Number: 689
Unemployed Percent: 9.41

FINDS:

Registry ID: 110039530585

Click Here:

Environmental Interest/Information System:

US EPA Assessment, Cleanup and Redevelopment Exchange System (ACRES)
is an federal online database for Brownfields Grantees to
electronically submit data directly to EPA.

[Click this hyperlink](#) while viewing on your computer to access
additional FINDS: detail in the EDR Site Report.

**50
ESE
1/4-1/2
0.486 mi.
2564 ft.**

**NYSDMNA - NEW YORK STATE ARMORY
61 MARKET ST
POUGHKEEPSIE, NY 12601**

**NY LTANKS 1006931303
RCRA NonGen / NLR NYR000117929
NY MANIFEST**

**Relative:
Higher
Actual:
170 ft.**

LTANKS:
Name: NYS ARMORY
Address: 61 MARKET STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 8803141 / 1989-11-29
Facility ID: 8803141
Site ID: 293364
Spill Date: 1988-07-11
Spill Cause: Tank Test Failure
Spill Source: Institutional, Educational, Gov., Other
Spill Class: Not reported
Cleanup Ceased: 1989-11-29

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDMNA - NEW YORK STATE ARMORY (Continued)

1006931303

SWIS: 1446
Investigator: jeokesso
Referred To: Not reported
Reported to Dept: 1988-07-11
CID: Not reported
Water Affected: Not reported
Spill Notifier: Tank Tester
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: True
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 1988-03-28
Spill Record Last Update: 1989-11-29
Spiller Name: Not reported
Spiller Company: MIKE HEINNICH
Spiller Address: Not reported
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 237448
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was
OKESSON "
Remarks: "8K FAI;ED AT .879 OGS"

All TTF:

Facility ID: 8803141
Spill Number: 8803141
Spill Tank Test: 1534268
Site ID: 293364
Tank Number: Not reported
Tank Size: 0
Material: 0001
EPA UST: Not reported
UST: Not reported
Cause: Not reported
Source: Not reported
Test Method: 00
Test Method 2: Unknown
Leak Rate: .00
Gross Fail: Not reported
Modified By: Spills
Last Modified Date: Not reported

All Materials:

Site ID: 293364
Operable Unit ID: 918311
Operable Unit: 01
Material ID: 554778
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDMNA - NEW YORK STATE ARMORY (Continued)

1006931303

Recovered: .00
Oxygenate: Not reported

RCRA NonGen / NLR:

Date Form Received by Agency: 20111024
Handler Name: NYSDMNA - NEW YORK STATE ARMORY
Handler Address: 61 MARKET ST
Handler City,State,Zip: POUGHKEEPSIE, NY 12601-3210
EPA ID: NYR000117929
Contact Name: HEIDI UNWIN
Contact Address: OLD NISKAYUNA RD
Contact City,State,Zip: LATHAM, NY 12210-3514
Contact Telephone: 518-786-4347
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: MGR
EPA Region: 02
Land Type: State
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: NY
State District: NYSDEC R3
Mailing Address: MARKET ST
Mailing City,State,Zip: POUGHKEEPSIE, NY 12601-3210
Owner Name: Not reported
Owner Type: Not reported
Operator Name: Not reported
Operator Type: Not reported
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility Activity: No
Recycler Activity with Storage: No
Small Quantity On-Site Burner Exemption: No
Smelting Melting and Refining Furnace Exemption: No
Underground Injection Control: No
Off-Site Waste Receipt: No
Universal Waste Indicator: No
Universal Waste Destination Facility: No
Federal Universal Waste: No
Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported
Active Site Converter Treatment storage and Disposal Facility: Not reported
Active Site State-Reg Treatment Storage and Disposal Facility: Not reported
Active Site State-Reg Handler: ---
Federal Facility Indicator: Not reported
Hazardous Secondary Material Indicator: NN
Sub-Part K Indicator: Not reported
Commercial TSD Indicator: No
Treatment Storage and Disposal Type: Not reported
2018 GPRA Permit Baseline: Not on the Baseline
2018 GPRA Renewals Baseline: Not on the Baseline
Permit Renewals Workload Universe: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDMNA - NEW YORK STATE ARMORY (Continued)

1006931303

Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20150414
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D008
Waste Description:	LEAD

Handler - Owner Operator:

Owner/Operator Indicator:	PP
Owner/Operator Name:	NEW YORK STATE ARMORY
Legal Status:	State
Date Became Current:	19801231
Date Ended Current:	20111024
Owner/Operator Address:	61 MARKET ST
Owner/Operator City,State,Zip:	POUGHKEEPSIE, NY 12601-3210
Owner/Operator Telephone:	518-786-4347
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	NYS DIV MILITARY NAVAL AFFAIRS
Legal Status:	State
Date Became Current:	19801231
Date Ended Current:	Not reported
Owner/Operator Address:	330 OLD NISKAYUNA RD
Owner/Operator City,State,Zip:	LATHAM, NY 12110-2224

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDMNA - NEW YORK STATE ARMORY (Continued)

1006931303

Owner/Operator Telephone:	518-786-4347
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	NEW YORK STATE ARMORY
Legal Status:	State
Date Became Current:	19801231
Date Ended Current:	Not reported
Owner/Operator Address:	61 MARKET ST
Owner/Operator City,State,Zip:	POUGHKEEPSIE, NY 12601-3210
Owner/Operator Telephone:	518-786-4347
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Operator
Owner/Operator Name:	NEW YORK STATE ARMORY
Legal Status:	State
Date Became Current:	19801231
Date Ended Current:	Not reported
Owner/Operator Address:	61 MARKET ST
Owner/Operator City,State,Zip:	POUGHKEEPSIE, NY 12601-3210
Owner/Operator Telephone:	518-786-4347
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	Owner
Owner/Operator Name:	NYS DIV MILITARY NAVAL AFFAIRS
Legal Status:	State
Date Became Current:	19801231
Date Ended Current:	Not reported
Owner/Operator Address:	330 OLD NISKAYUNA RD
Owner/Operator City,State,Zip:	LATHAM, NY 12110-2224
Owner/Operator Telephone:	518-786-4347
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Owner/Operator Indicator:	PO
Owner/Operator Name:	NYS DIV MILITARY NAVAL AFFAIRS
Legal Status:	State
Date Became Current:	19801231
Date Ended Current:	20111024
Owner/Operator Address:	330 OLD NISKAYUNA RD
Owner/Operator City,State,Zip:	LATHAM, NY 12110-2224
Owner/Operator Telephone:	518-786-4347
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported
Historic Generators:	
Receive Date:	20060101
Handler Name:	NYSDMNA - NEW YORK STATE ARMORY
Federal Waste Generator Description:	Not a generator, verified

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDMNA - NEW YORK STATE ARMORY (Continued)

1006931303

State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20070101
Handler Name: NYSDMNA - NEW YORK STATE ARMORY
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20111024
Handler Name: NYSDMNA - NEW YORK STATE ARMORY
Federal Waste Generator Description: Not a generator, verified
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 20030902
Handler Name: NYSDMNA - NEW YORK STATE ARMORY
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: NY
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 92811
NAICS Description: NATIONAL SECURITY

Facility Has Received Notices of Violations:

Violations: No Violations Found

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDMNA - NEW YORK STATE ARMORY (Continued)

1006931303

Evaluation Action Summary:

Evaluations:

No Evaluations Found

NY MANIFEST:

Name: NYSDMNA - NYS ARMORY
Address: 61 MARKET ST
City,State,Zip: POUGHKEEPSIE, NY 12601-3210
Country: USA
EPA ID: NYR000117929
Facility Status: Not reported
Location Address 1: 61 MARKET ST
Code: BP
Location Address 2: Not reported
Total Tanks: Not reported
Location City: POUGHKEEPSIE
Location State: NY
Location Zip: 12601
Location Zip 4: Not reported

NY MANIFEST:

EPAID: NYR000117929
Mailing Name: NYSDMNA - NYS ARMORY
Mailing Contact: N/S
Mailing Address 1: 61 MARKET ST
Mailing Address 2: Not reported
Mailing City: POUGHKEEPSIE
Mailing State: NY
Mailing Zip: 12601
Mailing Zip 4: Not reported
Mailing Country: USA
Mailing Phone: 8454542502

NY MANIFEST:

Document ID: Not reported
Manifest Status: Not reported
seq: Not reported
Year: Not reported
Trans1 State ID: NJD986607380
Trans2 State ID: MID000263871
Generator Ship Date: 01/05/2006
Trans1 Recv Date: 01/05/2006
Trans2 Recv Date: 01/19/2006
TSD Site Recv Date: 02/01/2006
Part A Recv Date: Not reported
Part B Recv Date: Not reported
Generator EPA ID: NYR000117929
Trans1 EPA ID: Not reported
Trans2 EPA ID: Not reported
TSDF ID 1: MID000724831
TSDF ID 2: Not reported
Manifest Tracking Number: MIA9205571
Import Indicator: N
Export Indicator: N
Discr Quantity Indicator: N
Discr Type Indicator: N

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

NYSDMNA - NEW YORK STATE ARMORY (Continued)

1006931303

Discr Residue Indicator: N
Discr Partial Reject Indicator: N
Discr Full Reject Indicator: N
Manifest Ref Number: Not reported
Alt Facility RCRA ID: Not reported
Alt Facility Sign Date: Not reported
MGMT Method Type Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Waste Code: Not reported
Quantity: 200
Units: P - Pounds
Number of Containers: 2
Container Type: DM - Metal drums, barrels
Handling Method: T Chemical, physical, or biological treatment.
Specific Gravity: 1
Waste Code: D008
Waste Code 1_2: Not reported
Waste Code 1_3: Not reported
Waste Code 1_4: Not reported
Waste Code 1_5: Not reported
Waste Code 1_6: Not reported

**H51
ESE
1/4-1/2
0.488 mi.
2579 ft.**

**M B M COMP./TRI.CO.PLAN.SER.: 1K UST
39 MARKET ST
POUGHKEEPSIE, NY
Site 3 of 5 in cluster H**

**NY LTANKS S113820367
N/A**

**Relative:
Higher**

LTANKS:
Name: M B M COMP./TRI.CO.PLAN.SER.: 1K UST
Address: 39 MARKET ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 1304134 / 2013-07-26
Facility ID: 1304134
Site ID: 484647
Spill Date: 2013-07-17
Spill Cause: Tank Test Failure
Spill Source: Commercial/Industrial
Spill Class: D4
Cleanup Ceased: Not reported
SWIS: 1413
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 2013-07-17
CID: Not reported
Water Affected: Not reported
Spill Notifier: Other
Last Inspection: 2013-07-24
Recommended Penalty: False
Meets Standard: False
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 2013-07-17

**Actual:
174 ft.**

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

M B M COMP./TRI.CO.PLAN.SER.: 1K UST (Continued)

S113820367

Spill Record Last Update: 2013-08-23
Spiller Name: Not reported
Spiller Company: M B M COMP.
Spiller Address: 1134 MAIN ST
Spiller County: 999
Spiller Contact: BILL MAYS
Spiller Phone: Not reported
Spiller Extension: Not reported
DEC Region: 3
DER Facility ID: 439797
DEC Memo: "7-17-13: Spoke with WCC. 1K failed test. Tester suspects remote fill

the problem. Tank is located in basement. WCC was hired by EnviroClean and gave Stacy as contact. EnviroClean is doing some work at location. They will repair tank and have WCC retest. jc 7-25-13: V.Mc.: See 1 page update, inc. site inspection of 7-24-13, noting: No activity on site at time of inspection. Fill/vent to basement AST, center of store front for Prudential / Cherise Recchia. 8-12-13: V.Mc. UST passed re-test. Report in e-Doc. NFA"
Remarks: "1000 gal agt in basement"

All Materials:

Site ID: 484647
Operable Unit ID: 1234324
Operable Unit: 01
Material ID: 2233334
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: G
Recovered: Not reported
Oxygenate: Not reported

H52
East
1/4-1/2
0.491 mi.
2590 ft.
ACADIA HUDSON LLC
21 MARKET STREET
POUGHKEEPSIE, NY 12601
Site 4 of 5 in cluster H

NY LTANKS
NY TANKS
U001843495
N/A

Relative:
Higher
Actual:
175 ft.

LTANKS:
Name: POUGHKEEPSIE SAVINGS BANK
Address: 21 MARKET STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 8902715 / 1989-09-25
Facility ID: 8902715
Site ID: 264064
Spill Date: 1989-06-15
Spill Cause: Tank Test Failure
Spill Source: Commercial/Industrial
Spill Class: D3
Cleanup Ceased: 1989-09-25
SWIS: 1446
Investigator: wxwadsw
Referred To: Not reported
Reported to Dept: 1989-06-15
CID: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ACADIA HUDSON LLC (Continued)

U001843495

Water Affected: Not reported
Spill Notifier: Tank Tester
Last Inspection: 1989-09-25
Recommended Penalty: False
Meets Standard: True
UST Involvement: True
Remediation Phase: 0
Date Entered In Computer: 1989-06-20
Spill Record Last Update: 1989-10-03
Spiller Name: Not reported
Spiller Company: Not reported
Spiller Address: Not reported
Spiller County: 001
Spiller Contact: Not reported
Spiller Phone: Not reported
Spiller Extension: Not reported
DEC Region: 3
DER Facility ID: 215240
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was
W. WADSWORTH 06/21/89: TANK WAS PUMPED OUT ON 6/20/89. 09/25/89: TANK
WAS REMOVED ON 9/25/89. SEE PBS FILES FOR MORE INFORMATION. "
Remarks: "AINLAY, 2,000 GAL. LEAK RATE -0.99. BANK TO HAVE OIL CO. PUMP TANK
OUT. THEY WILL ISOLATE TANK AND REMOVE IF NEEDED. DEBBRA WILL CALL
BACK W/NOTICE."

All TTF:

Facility ID: 8902715
Spill Number: 8902715
Spill Tank Test: 1535596
Site ID: 264064
Tank Number: Not reported
Tank Size: 0
Material: 0001
EPA UST: Not reported
UST: Not reported
Cause: Not reported
Source: Not reported
Test Method: 00
Test Method 2: Unknown
Leak Rate: .00
Gross Fail: Not reported
Modified By: Spills
Last Modified Date: Not reported

All Materials:

Site ID: 264064
Operable Unit ID: 930156
Operable Unit: 01
Material ID: 450405
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

ACADIA HUDSON LLC (Continued)

U001843495

TANKS:

Name: ACADIA HUDSON LLC
Address: 21 MARKET STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Facility Id: 3-169196
Region: STATE
DEC Region: 3
Site Status: Active
Program Type: PBS
Expiration Date: 11/19/2022
UTM X: 589103.79016
UTM Y: 4617415.49894

53
SE
1/4-1/2
0.494 mi.
2609 ft.

DUTCHESS CTY YMCA
35 MONTGOMERY ST
POUGHKEEPSIE, NY

NY LTANKS **S106470475**
NY Spills **N/A**

Relative:
Higher

Actual:
127 ft.

LTANKS:

Name: DUTCHESS CTY YMCA
Address: 35 MONTGOMERY ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0410331 / 2006-07-26
Facility ID: 0410331
Site ID: 335385
Spill Date: 2004-12-17
Spill Cause: Tank Test Failure
Spill Source: Institutional, Educational, Gov., Other
Spill Class: C4
Cleanup Ceased: Not reported
SWIS: 1446
Investigator: RDBENDEL
Referred To: Not reported
Reported to Dept: 2004-12-17
CID: 444
Water Affected: Not reported
Spill Notifier: Other
Last Inspection: Not reported
Recommended Penalty: False
Meets Standard: True
UST Involvement: False
Remediation Phase: 0
Date Entered In Computer: 2004-12-20
Spill Record Last Update: 2009-04-28
Spiller Name: MILO BUYI
Spiller Company: DUTCHESS CTY YMCA
Spiller Address: 35 MONTGOMERY ST
Spiller County: 001
Spiller Contact: MILO BUYI
Spiller Phone: (845) 471-9622
Spiller Extention: Not reported
DEC Region: 3
DER Facility ID: 93227
DEC Memo: "ALSO SEE: 951.5213: NFA 12/17/04; REF TO NEW SPILL ; 9909614: NFA
REF TO 951.5213 CLOSED 7/26/06 - PER VINNIE MCCABE - SEE FILE NOT A
SPILL ISSUE - NFA"

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

DUTCHESS CTY YMCA (Continued)

S106470475

Remarks: "RECOMMEND- UNCOVER, ISOLATE & RETEST"

All TTF:

Facility ID: 0410331
Spill Number: 0410331
Spill Tank Test: 1548418
Site ID: 335385
Tank Number: 1
Tank Size: 5000
Material: 0001
EPA UST: Not reported
UST: Not reported
Cause: Not reported
Source: Not reported
Test Method: 03
Test Method 2: Horner EZ Check I or II
Leak Rate: .00
Gross Fail: Not reported
Modified By: Watchdog
Last Modified Date: Not reported

All Materials:

Site ID: 335385
Operable Unit ID: 1097454
Operable Unit: 01
Material ID: 577439
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: G
Recovered: .00
Oxygenate: Not reported

SPILLS:

Name: YMCA: DRUM
Address: 35 MONTGOMERY STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0508403 / 2005-10-18
Facility ID: 0508403
Facility Type: ER
DER Facility ID: 301325
Site ID: 353984
DEC Region: 3
Spill Cause: Abandoned Drums
Spill Class: D4
SWIS: 1413
Spill Date: 2005-10-14
Investigator: RXAMATO
Referred To: Not reported
Reported to Dept: 2005-10-14
CID: 444
Water Affected: Not reported
Spill Source: Institutional, Educational, Gov., Other
Spill Notifier: Fire Department

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

DUTCHESS CTY YMCA (Continued)

S106470475

Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2005-10-14
Spill Record Last Update: 2014-03-25
Spiller Name: KAREN SEELEY
Spiller Company: YMCA
Spiller Address: 35 MONTGOMERY STREET
Spiller Company: 001
Contact Name: DISPATCHER SHULTZ
DEC Memo:

"V. McCabe to respond. Spoke to City Fire Inspector Lt. Loni. 55 gallon plastic lined drum on property in rear of building. Unknown reddish colored material in drum - small leak from bung. 10/18/05: R. Amato spoke to YMCA contact, Mr. Melow, who stated the 55 gal. poly drum contains chlorine dioxide, which is used for their cooling towers. Bung will be tightened and they will use product next year. Spill closed on 10/18/05. RA. "

Remarks: "FIRE DEPT WAS RESPONDING TO FLOODING PROBLEM AND THEY CAME ACCROSS A DRUM THAT WAS RUSTED AND LEAKED UNKNOWN WHAT IS IN IT: FIRE DEPT ON SCENE"

All Materials:

Site ID: 353984
Operable Unit ID: 1111423
Operable Unit: 01
Material ID: 2101463
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Name: YMCA
Address: 35 MONTGOMERY STREET
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0604719 / 2010-08-24
Facility ID: 0604719
Facility Type: ER
DER Facility ID: 394213
Site ID: 367750
DEC Region: 3
Spill Cause: Equipment Failure
Spill Class: B4
SWIS: 1413
Spill Date: 2006-07-26
Investigator: MBMASTRO
Referred To: Not reported
Reported to Dept: 2006-07-26
CID: 409
Water Affected: Not reported
Spill Source: Commercial/Industrial

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

DUTCHESS CTY YMCA (Continued)

S106470475

Spill Notifier: Local Agency
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2006-07-26
Spill Record Last Update: 2010-08-27
Spiller Name: MILO
Spiller Company: YMCA
Spiller Address: 35 MONTGOMERY STREET
Spiller Company: 001
Contact Name: MILO
DEC Memo: "10,000 GAL UST. CONTAMINATION SOIL ENCOUNTERED WORK IS ONGOING. 7-27-06 16:10 80 DEGREES THUR 17:10 HHH VMc SITE INSPECT MEET W/ KAREN FEELY/MANAGER OPEN EXCAVATION 65X25X10' FREE PROD/WATER HEAVY CONTAMINATED SIDEWALLS ADDITONAL FILL/VENT NOTED BETWEEN TK EXC & BUILD NOTED THAT SHED MUST BE MOVED TO ALLOW FOR ADDITIONAL EXCAVATION & INVESTIGATION OF FILL/VENT NOT ABOVE UPON RETURN: 13 WAT/PROD TANK HAD BEEN PUMP/VAC OUT MEET W/FRANK/IDC & 2 MAN CREW 4/2/07: EcoSystems Strategies submitted a report with a request for closure that was denied - see edocs. Free product was noted in the excavation and a groundwater investigation is required. 8/13/09: Melissa will send letter for support data. JO'M 8/24/10: The YMCA is now closed. The work done by Conklin cannot be documented. This spill is being administratively closed based on the monitoring well results obtained by Ecosystems Strategies. (A monitoring well was installed in the excavated area by Conklin. There were no VOCs or SVOCs detected. The report and the lab results are in edocs.) mm 8-27-10: V.Mc.: See 6 pages of updates, inc. site inspections"

Remarks: "THIS WAS FOUND DURING TANK REMOVAL AND CLEAN UP IN PROCESS."

All Materials:

Site ID: 367750
Operable Unit ID: 1125654
Operable Unit: 01
Material ID: 2115178
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: Not reported
Units: G
Recovered: .00
Oxygenate: Not reported

Name: YMCA : BOILER ROOM
Address: 35 MONTGOMERY ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 0403335 / 2004-07-02
Facility ID: 0403335
Facility Type: ER
DER Facility ID: 93227
Site ID: 105707
DEC Region: 3
Spill Cause: Equipment Failure

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

DUTCHESS CTY YMCA (Continued)

S106470475

Spill Class: B4
SWIS: 1446
Spill Date: 2004-06-28
Investigator: VPMCCABE
Referred To: Not reported
Reported to Dept: 2004-06-28
CID: 405
Water Affected: Not reported
Spill Source: Institutional, Educational, Gov., Other
Spill Notifier: Other
Cleanup Ceased: Not reported
Cleanup Meets Std: False
Last Inspection: Not reported
Recommended Penalty: False
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 2004-06-28
Spill Record Last Update: 2005-03-14
Spiller Name: DON STAUSS
Spiller Company: YMCA
Spiller Address: 35 MONTGOMERY ST
Spiller Company: 001
Contact Name: DON STAUSS
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was MCCABE This spill was updated 08/11/2004 from info in V. McCabe's data files. 'Date:' = 06/28/04, 'Phone' = - -, 'Site Insp' = 7/2/2004. "
Remarks: "FUEL OIL LEAK ON THE BROILER, HAVE SPEEDY DRY, MAY HAVE GOTTEN IT INTO THE SUB PUMP, HAS BEEN AN ONGOING NIGHTMARE"
All Materials:
Site ID: 105707
Operable Unit ID: 885576
Operable Unit: 01
Material ID: 490923
Material Code: 0001A
Material Name: #2 fuel oil
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: Not reported
Recovered: .00
Oxygenate: Not reported

H54
East
1/4-1/2
0.496 mi.
2617 ft.

**G. F. REFUSE T.S.
240 MAIN STREET
POUGHKEEPSIE, NY 0**
Site 5 of 5 in cluster H

**NY SWF/LF S101649674
N/A**

**Relative:
Higher**

SWF/LF:

**Actual:
174 ft.**

Name: G. F. REFUSE T.S.
Address: 240 MAIN STREET
City,State,Zip: POUGHKEEPSIE, NY 0
Flag: INACTIVE
Region Code: 3
Phone Number: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

G. F. REFUSE T.S. (Continued)

S101649674

Owner Name: K VANCE PARKS
Owner Type: Municipal
Owner Address: 240 MAIN STREET
Owner Addr2: Not reported
Owner City,St,Zip: POUGHKEEPSIE, NY 12601
Owner Email: Not reported
Owner Phone: Not reported
Contact Name: Not reported
Contact Address: Not reported
Contact Addr2: Not reported
Contact City,St,Zip: Not reported
Contact Email: Not reported
Contact Phone: Not reported
Activity Desc: Transfer station - permit
Activity Number: [14T04]
Active: No
East Coordinate: 0
North Coordinate: 0
Accuracy Code: Not reported
Regulatory Status: None
Waste Type: Not reported
Authorization #: 0
Authorization Date: Not reported
Expiration Date: 1/31/1991
Operator Name: G. F. REFUSE SERVICE LTD
Operator Type: Not reported
Laste Date: Not reported

55
East
1/2-1
0.657 mi.
3471 ft.

HRH LEAD ABATEMENT SITE
55 GARDEN STREET
POUGHKEEPSIE, NY 12601

NY SHWS S112141403
N/A

Relative:
Higher
Actual:
181 ft.

SHWS:
Name: HRH LEAD ABATEMENT SITE
Address: 55 GARDEN STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Program: HW
Site Code: 502049
Classification: A
Region: 3
Acres: 0.170
HW Code: 314122
Record Add: 11/18/2014
Record Upd: 03/30/2017
Updated By: GWHEITZM
Site Description: "Location: The site is located at 55 Garden Street in the City of Poughkeepsie, Dutchess County. Site Features: The 0.17 acre site includes a single family home with small front and rear yards. Current Zoning and Land Use: The site is currently zoned and in use as a single family residence. Past Use of the Site: The site was a single family residence that was abated for lead paint as part of a rehabilitation project. Site Geology and Hydrogeology:"
Env Problem: "The primary contaminant associated with the site is lead, which resulted from the abatement of lead paint as part of the rehabilitation of the structure. All lead resulting from the abatement was containerized and properly disposed off-site."

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

HRH LEAD ABATEMENT SITE (Continued)

S112141403

Health Problem: ""
Dump: Not reported
Structure: Not reported
Lagoon: Not reported
Landfill: Not reported
Pond: Not reported
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: 1
Sub Type: C04
Owner Name: Ed Murphy
Owner Company: HRH Neighborhood Development Fund Company
Owner Address: 313 Miller Street
Owner Addr2: Not reported
Owner City,St,Zip: Poughkeepsie, NY 12601
Owner Country: United States of America
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

56
ESE
1/2-1
0.668 mi.
3527 ft.

**21 ACADEMY STREET
21 ACADEMY STREET
POUGHKEEPSIE, NY 12601**

**NY SHWS S120706233
N/A**

**Relative:
Higher
Actual:
179 ft.**

SHWS:
Name: 21 ACADEMY STREET
Address: 21 ACADEMY STREET
City,State,Zip: POUGHKEEPSIE, NY 12601
Program: HW
Site Code: 535046
Classification: P
Region: 3
Acres: 0.070
HW Code: 314126
Record Add: 10/28/2016
Record Upd: 11/18/2016
Updated By: GWHEITZM
Site Description: "Location: The Site is located in an urban area at 21 Academy Street, City of Poughkeepsie, Dutchess County. The Site is a rectangular-shaped, 0.07-acre parcel, which has 34 feet of frontage on the eastern side of Academy Street. Site Features: The Site currently contains a multi-story, commercial building. The remainder of the Site is composed of paved areas in the eastern portion of the property. The building is currently vacant. Current Zoning and Land

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

21 ACADEMY STREET (Continued)

S120706233

Use: The site property is zoned C-2, Central Commercial District and consists of a vacant building that were previously utilized for commercial and residential uses. Past Uses of the Site: The Site was developed sometime prior to 1887 and has a long history of commercial uses, including the operation of a dry cleaning operation. The Site is listed on the RCRIS database as a site formerly handling halogenated solvents (likely due to historical dry cleaning operations). Site Geology and Hydrogeology: Subsurface soils exposed during the extension of soil borings throughout the Site were noted to consist of brown, variable texture sand and silty sand with gravel overlaying light brown and gray, wet, dense silty clay. Historic fill was observed in the 0 to 5 feet below surface grade (bsg) interval under the Site. Generally, soils deeper than 10 feet bsg appeared to be native, undisturbed material. Groundwater encountered during the extension of soil borings throughout the property ranged between 10.5 to 13 feet bsg. Based on information gathered during the Phase II investigation, shallow groundwater flow in the vicinity of the property is inferred to be to the south. There are no surface water bodies, wet areas, or regulated wetlands on the property. "

Env Problem: "Nature and Extent of Contamination: The full nature and extent of contamination on the site has not yet been determined. However, sample results from a terminated brownfield application show elevated levels of chlorinated solvents in the soil vapor and groundwater on the site, specifically tetrachloroethylene is found at a maximum of 12,000 micrograms per cubic meter in the soil vapor and 680 micrograms per liter in the groundwater. This is likely due to the site's historic use as a dry cleaner. "

Health Problem: "As information for this site becomes available, it will be reviewed by the NYSDOH to determine if site contamination presents public health exposure concerns."

Dump: Not reported

Structure: Not reported

Lagoon: Not reported

Landfill: Not reported

Pond: Not reported

Disp Start: Not reported

Disp Term: Not reported

Lat/Long: Not reported

Dell: Not reported

Record Add: Not reported

Record Upd: Not reported

Updated By: Not reported

Own Op: 1

Sub Type: E

Owner Name: Jon Behrends

Owner Company: 21 Academy St, LLC

Owner Address: 35 High St.

Owner Addr2: Not reported

Owner City,St,Zip: Poughkeepsie, NY 12601

Owner Country: United States of America

HW Code: Not reported

Waste Type: Not reported

Waste Quantity: Not reported

Waste Code: Not reported

Crossref ID: Not reported

Cross Ref Type Code: Not reported

Cross Ref Type: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

21 ACADEMY STREET (Continued)

S120706233

Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

57
NE
1/2-1
0.726 mi.
3832 ft.

QUAL KROM SITE
28 ORCHARD PLACE
POUGHKEEPSIE, NY 12602

NY SHWS **S105589938**
NY ERP **N/A**
NY Spills

Relative:
Higher

Actual:
180 ft.

SHWS:

Name: QUAL KROM POUGHKEEPSIE
Address: 28 ORCHARD PLACE
City,State,Zip: POUGHKEEPSIE, NY 12602
Program: HW
Site Code: 335223
Classification: N
Region: 3
Acres: 0.200
HW Code: 314100
Record Add: 11/18/1999
Record Upd: 02/10/2020
Updated By: GWBURKE
Site Description: "The site was addressed by the Environmental Restoration Program. See Site #B00036"
Env Problem: ""
Health Problem: ""
Dump: Not reported
Structure: Not reported
Lagoon: Not reported
Landfill: Not reported
Pond: Not reported
Disp Start: Not reported
Disp Term: Not reported
Lat/Long: Not reported
Dell: Not reported
Record Add: Not reported
Record Upd: Not reported
Updated By: Not reported
Own Op: Not reported
Sub Type: Not reported
Owner Name: Not reported
Owner Company: Not reported
Owner Address: Not reported
Owner Addr2: Not reported
Owner City,St,Zip: Not reported
Owner Country: Not reported
HW Code: Not reported
Waste Type: Not reported
Waste Quantity: Not reported
Waste Code: Not reported
Crossref ID: Not reported
Cross Ref Type Code: Not reported
Cross Ref Type: Not reported
Record Added Date: Not reported
Record Updated: Not reported
Updated By: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUAL KROM SITE (Continued)

S105589938

ERP:

Name: QUAL KROM SITE
Address: 28 ORCHARD PLACE
City,State,Zip: POUGHKEEPSIE, NY 12602
Site Code: 58075
Program: ERP
HW Code: B00036
Site Class: C
Class N: C
SWIS: 1446
Region: 3
Town: Poughkeepsie
Acres: 0.200
Record Added: 10/28/2003
Record Updated: 06/16/2015
Updated By: GWBURKE
Site Description: "This 0.2 acre site is located in a residential section in the City of Poughkeepsie. The site is bordered by an abandoned railroad grade and residential housing. The facility was operated as a metal plating facility until 1987 by the same PRP that operated the hazardous waste site Qual Krom, ID No. 314013. The City took ownership in 1988 for back taxes. Abandoned drums were found inside and outside the building. Samples were collected in 1989. A partial removal was performed in 1992. The drums and wastes that were in the building were similar to those removed from the outside the building. In 1996 the USEPA conducted a CERCLA removal action. It included stabilization of the building; containerization of the vat sludges, drums, and labpacks; inventorying, sampling and analysis of all materials for waste characterization; and disposal. This site was initially designated a potential Registry site ('P' site) and was then remediated under the Environmental Restoration Program. Asbestos abatement, building demolition and soil removal has been completed. Based upon the fact that soil cleanup numbers for unrestricted residential use were met in the excavation confirmation samples, an Environmental Easement will not be required for the property. "
Env Problem: "The primary contaminants of concern at the site are metals. The site has been remediated. Asbestos abatement, building demolition and soil removal has been completed. An Environmental Easement will not be required for the property "
Health Problem: "This site no longer represents a public health concern because metals-contaminated soils were excavated and properly disposed off-site and municipal water serves the area. "

SPILLS:

Name: DEE DRUM ESCAPADE
Address: 28 ORCHARD ST
City,State,Zip: POUGHKEEPSIE, NY
Spill Number/Closed Date: 8901635 / 1989-07-14
Facility ID: 8901635
Facility Type: ER
DER Facility ID: 113652
Site ID: 131919
DEC Region: 3
Spill Cause: Unknown
Spill Class: Not reported
SWIS: 1446

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

QUAL KROM SITE (Continued)

S105589938

Spill Date: 1989-05-18
Investigator: dxtraver
Referred To: Not reported
Reported to Dept: 1989-05-18
CID: Not reported
Water Affected: Not reported
Spill Source: Private Dwelling
Spill Notifier: Fire Department
Cleanup Ceased: 1989-07-14
Cleanup Meets Std: True
Last Inspection: 1989-07-14
Recommended Penalty: True
UST Trust: False
Remediation Phase: 0
Date Entered In Computer: 1989-06-07
Spill Record Last Update: 1989-09-21
Spiller Name: Not reported
Spiller Company: Not reported
Spiller Address: Not reported
Spiller Company: 001
Contact Name: Not reported
DEC Memo: "Prior to Sept, 2004 data translation this spill Lead_DEC Field was
DAVE TRAVER 08/21/89: HAZ-MAT ISR SENT TO ALBANY ON 8/21/89. "
Remarks: "REPORT OF HAZ MAT CHEMICAL OUT OF GARAGE. UNKNOWN CHEMICAL FROM
GARAGE AREA ONTO PROPERTY. REFERRED TO DSHW.DEE SAMPLING ON 7/10/89
CAUSED AHAZ-MAT CLEANUP CONTRACTOR TO BE HIRED CASE REOPENED"

All Materials:
Site ID: 131919
Operable Unit ID: 928905
Operable Unit: 01
Material ID: 449367
Material Code: 0066A
Material Name: unknown petroleum
Case No.: Not reported
Material FA: Petroleum
Quantity: .00
Units: G
Recovered: .00
Oxygenate: Not reported

Count: 9 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
POUGHKEEPSIE	S108146281	CHG&E, POUGHKEEPSIE-LAUREL ST.	LAUREL STREET	12601	NY HSWDS
POUGHKEEPSIE	1003863833	CHG&E - LAUREL STREET FORMER MGP S	LAUREL ST & RTE 9 N	12601	SEMS-ARCHIVE, RCRA-VSQG, NY MANIFEST
POUGHKEEPSIE	S113916839	CH - POUGHKEEPSIE MGP LAUREL STREE	LAUREL STREET	12601	NY SHWS
POUGHKEEPSIE	S104323915	CH - LAUREL ST. - POUGHKEEPSIE MGP	LAUREL STREET	12601	NY VCP
POUGHKEEPSIE	S113916842	VASSAR COLLEGE	VASSAR COLLEGE	12601	NY SHWS
POUGHKEEPSIE	S108146280	CHG&E, POUGHKEEPSIE GAS WORKS	NORTH WATER STREET	12601	NY HSWDS
POUGHKEEPSIE	S105972469	BERNCOLORS DYE CO.	NORTH WATER STREET	12601	NY SHWS
POUGHKEEPSIE	1003863969	CENTRAL HUDSON G & E CORP	NORTH WATER ST	12601	SEMS-ARCHIVE
POUGHKEEPSIE	S113916841	CH - POUGHKEEPSIE MGP-WATER STREET	NORTH WATER STREET	12601	NY SHWS

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 10/20/2021	Source: EPA
Date Data Arrived at EDR: 11/05/2021	Telephone: N/A
Date Made Active in Reports: 11/29/2021	Last EDR Contact: 12/01/2021
Number of Days to Update: 24	Next Scheduled EDR Contact: 01/10/2022
	Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 10/20/2021	Source: EPA
Date Data Arrived at EDR: 11/05/2021	Telephone: N/A
Date Made Active in Reports: 11/29/2021	Last EDR Contact: 12/01/2021
Number of Days to Update: 24	Next Scheduled EDR Contact: 01/10/2022
	Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Lists of Federal Delisted NPL sites

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 10/20/2021
Date Data Arrived at EDR: 11/05/2021
Date Made Active in Reports: 11/29/2021
Number of Days to Update: 24

Source: EPA
Telephone: N/A
Last EDR Contact: 12/01/2021
Next Scheduled EDR Contact: 01/10/2022
Data Release Frequency: Quarterly

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/25/2021
Date Data Arrived at EDR: 06/24/2021
Date Made Active in Reports: 09/20/2021
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 10/01/2021
Next Scheduled EDR Contact: 01/10/2022
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 10/20/2021
Date Data Arrived at EDR: 11/05/2021
Date Made Active in Reports: 11/29/2021
Number of Days to Update: 24

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 12/01/2021
Next Scheduled EDR Contact: 01/24/2022
Data Release Frequency: Quarterly

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 10/20/2021	Source: EPA
Date Data Arrived at EDR: 11/05/2021	Telephone: 800-424-9346
Date Made Active in Reports: 11/29/2021	Last EDR Contact: 12/01/2021
Number of Days to Update: 24	Next Scheduled EDR Contact: 01/24/2022
	Data Release Frequency: Quarterly

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 09/13/2021	Source: EPA
Date Data Arrived at EDR: 09/15/2021	Telephone: 800-424-9346
Date Made Active in Reports: 10/12/2021	Last EDR Contact: 09/15/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 01/03/2022
	Data Release Frequency: Quarterly

Lists of Federal RCRA TSD facilities

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 09/13/2021	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/15/2021	Telephone: (212) 637-3660
Date Made Active in Reports: 10/12/2021	Last EDR Contact: 09/15/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 01/03/2022
	Data Release Frequency: Quarterly

Lists of Federal RCRA generators

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 09/13/2021	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/15/2021	Telephone: (212) 637-3660
Date Made Active in Reports: 10/12/2021	Last EDR Contact: 09/15/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 01/03/2022
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 09/13/2021	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/15/2021	Telephone: (212) 637-3660
Date Made Active in Reports: 10/12/2021	Last EDR Contact: 09/15/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 01/03/2022
	Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 09/13/2021	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/15/2021	Telephone: (212) 637-3660
Date Made Active in Reports: 10/12/2021	Last EDR Contact: 09/15/2021
Number of Days to Update: 27	Next Scheduled EDR Contact: 01/03/2022
	Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 07/12/2021	Source: Department of the Navy
Date Data Arrived at EDR: 08/06/2021	Telephone: 843-820-7326
Date Made Active in Reports: 10/22/2021	Last EDR Contact: 11/08/2021
Number of Days to Update: 77	Next Scheduled EDR Contact: 02/21/2022
	Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 08/23/2021	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/23/2021	Telephone: 703-603-0695
Date Made Active in Reports: 11/12/2021	Last EDR Contact: 11/18/2021
Number of Days to Update: 81	Next Scheduled EDR Contact: 03/06/2022
	Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 08/23/2021	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/23/2021	Telephone: 703-603-0695
Date Made Active in Reports: 11/12/2021	Last EDR Contact: 11/19/2021
Number of Days to Update: 81	Next Scheduled EDR Contact: 03/07/2022
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/14/2021

Date Data Arrived at EDR: 06/17/2021

Date Made Active in Reports: 08/17/2021

Number of Days to Update: 61

Source: National Response Center, United States Coast Guard

Telephone: 202-267-2180

Last EDR Contact: 09/21/2021

Next Scheduled EDR Contact: 01/03/2022

Data Release Frequency: Quarterly

Lists of state- and tribal hazardous waste facilities

SHWS: Inactive Hazardous Waste Disposal Sites in New York State

Referred to as the State Superfund Program, the Inactive Hazardous Waste Disposal Site Remedial Program is the cleanup program for inactive hazardous waste sites and now includes hazardous substance sites

Date of Government Version: 08/09/2021

Date Data Arrived at EDR: 08/10/2021

Date Made Active in Reports: 11/04/2021

Number of Days to Update: 86

Source: Department of Environmental Conservation

Telephone: 518-402-9622

Last EDR Contact: 11/10/2021

Next Scheduled EDR Contact: 02/21/2022

Data Release Frequency: Annually

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: Facility Register

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 09/30/2021

Date Data Arrived at EDR: 10/28/2021

Date Made Active in Reports: 11/29/2021

Number of Days to Update: 32

Source: Department of Environmental Conservation

Telephone: 518-402-8678

Last EDR Contact: 10/01/2021

Next Scheduled EDR Contact: 01/10/2022

Data Release Frequency: Quarterly

Lists of state and tribal leaking storage tanks

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/28/2021

Date Data Arrived at EDR: 06/22/2021

Date Made Active in Reports: 09/20/2021

Number of Days to Update: 90

Source: EPA Region 4

Telephone: 404-562-8677

Last EDR Contact: 11/15/2021

Next Scheduled EDR Contact: 01/31/2022

Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land

Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/06/2021

Date Data Arrived at EDR: 06/11/2021

Date Made Active in Reports: 09/07/2021

Number of Days to Update: 88

Source: EPA, Region 5

Telephone: 312-886-7439

Last EDR Contact: 11/15/2021

Next Scheduled EDR Contact: 01/31/2022

Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 11/15/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 05/27/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 11/15/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 05/27/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 11/15/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 05/17/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 11/15/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/28/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 11/15/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 06/01/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 11/15/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Varies

LTANKS: Spills Information Database

Leaking Storage Tank Incident Reports. These records contain an inventory of reported leaking storage tank incidents reported from 4/1/86 through the most recent update. They can be either leaking underground storage tanks or leaking aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills.

Date of Government Version: 08/09/2021
Date Data Arrived at EDR: 08/10/2021
Date Made Active in Reports: 09/24/2021
Number of Days to Update: 45

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 11/10/2021
Next Scheduled EDR Contact: 02/21/2022
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

HIST LTANKS: Listing of Leaking Storage Tanks

A listing of leaking underground and aboveground storage tanks. The causes of the incidents are tank test failures, tank failures or tank overfills. In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY LTANKS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 07/08/2005
Date Made Active in Reports: 07/14/2005
Number of Days to Update: 6

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 07/07/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Lists of state and tribal registered storage tanks

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/29/2021
Date Data Arrived at EDR: 02/17/2021
Date Made Active in Reports: 03/22/2021
Number of Days to Update: 33

Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 11/01/2021
Next Scheduled EDR Contact: 01/17/2022
Data Release Frequency: Varies

UST: Petroleum Bulk Storage (PBS) Database

Facilities that have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons.

Date of Government Version: 06/21/2021
Date Data Arrived at EDR: 06/22/2021
Date Made Active in Reports: 09/15/2021
Number of Days to Update: 85

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 09/22/2021
Next Scheduled EDR Contact: 01/03/2022
Data Release Frequency: No Update Planned

CBS UST: Chemical Bulk Storage Database

Facilities that store regulated hazardous substances in underground tanks of any size

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 10/24/2005
Next Scheduled EDR Contact: 01/23/2006
Data Release Frequency: No Update Planned

MOSF UST: Major Oil Storage Facilities Database

Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

CBS: Chemical Bulk Storage Site Listing

These facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size

Date of Government Version: 06/21/2021
Date Data Arrived at EDR: 06/22/2021
Date Made Active in Reports: 09/15/2021
Number of Days to Update: 85

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 09/22/2021
Next Scheduled EDR Contact: 01/03/2022
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

MOSF: Major Oil Storage Facility Site Listing

These facilities may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 06/21/2021
Date Data Arrived at EDR: 06/22/2021
Date Made Active in Reports: 09/15/2021
Number of Days to Update: 85

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 09/22/2021
Next Scheduled EDR Contact: 01/03/2022
Data Release Frequency: Quarterly

AST: Petroleum Bulk Storage

Registered Aboveground Storage Tanks.

Date of Government Version: 06/21/2021
Date Data Arrived at EDR: 06/22/2021
Date Made Active in Reports: 09/15/2021
Number of Days to Update: 85

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 09/22/2021
Next Scheduled EDR Contact: 01/03/2022
Data Release Frequency: No Update Planned

CBS AST: Chemical Bulk Storage Database

Facilities that store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

MOSF AST: Major Oil Storage Facilities Database

Facilities that may be onshore facilities or vessels, with petroleum storage capacities of 400,000 gallons or greater.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 02/20/2002
Date Made Active in Reports: 03/22/2002
Number of Days to Update: 30

Source: NYSDEC
Telephone: 518-402-9549
Last EDR Contact: 07/25/2005
Next Scheduled EDR Contact: 10/24/2005
Data Release Frequency: No Update Planned

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 11/15/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/06/2021
Date Data Arrived at EDR: 06/11/2021
Date Made Active in Reports: 09/07/2021
Number of Days to Update: 88

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 11/15/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 06/01/2021	Source: EPA Region 7
Date Data Arrived at EDR: 06/11/2021	Telephone: 913-551-7003
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 11/15/2021
Number of Days to Update: 88	Next Scheduled EDR Contact: 01/31/2022
	Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 05/27/2021	Source: EPA Region 8
Date Data Arrived at EDR: 06/11/2021	Telephone: 303-312-6137
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 11/15/2021
Number of Days to Update: 88	Next Scheduled EDR Contact: 01/31/2022
	Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/28/2021	Source: EPA Region 4
Date Data Arrived at EDR: 06/22/2021	Telephone: 404-562-9424
Date Made Active in Reports: 09/20/2021	Last EDR Contact: 11/15/2021
Number of Days to Update: 90	Next Scheduled EDR Contact: 01/31/2022
	Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 05/17/2021	Source: EPA Region 6
Date Data Arrived at EDR: 06/11/2021	Telephone: 214-665-7591
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 11/15/2021
Number of Days to Update: 88	Next Scheduled EDR Contact: 01/31/2022
	Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 05/27/2021	Source: EPA Region 9
Date Data Arrived at EDR: 06/11/2021	Telephone: 415-972-3368
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 11/15/2021
Number of Days to Update: 88	Next Scheduled EDR Contact: 01/31/2022
	Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/28/2021	Source: EPA, Region 1
Date Data Arrived at EDR: 06/11/2021	Telephone: 617-918-1313
Date Made Active in Reports: 09/07/2021	Last EDR Contact: 11/15/2021
Number of Days to Update: 88	Next Scheduled EDR Contact: 01/31/2022
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TANKS: Storage Tank Facility Listing

This database contains records of facilities that are or have been regulated under Bulk Storage Program. Tank information for these facilities may not be releasable by the state agency.

Date of Government Version: 06/21/2021	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 06/22/2021	Telephone: 518-402-9543
Date Made Active in Reports: 09/15/2021	Last EDR Contact: 09/22/2021
Number of Days to Update: 85	Next Scheduled EDR Contact: 01/03/2022
	Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

RES DECL: Restrictive Declarations Listing

A restrictive declaration is a covenant running with the land which binds the present and future owners of the property. As a condition of certain special permits, the City Planning Commission may require an applicant to sign and record a restrictive declaration that places specified conditions on the future use and development of the property. Certain restrictive declarations are indicated by a D on zoning maps.

Date of Government Version: 05/12/2021	Source: NYC Department of City Planning
Date Data Arrived at EDR: 06/14/2021	Telephone: 212-720-3401
Date Made Active in Reports: 09/08/2021	Last EDR Contact: 09/14/2021
Number of Days to Update: 86	Next Scheduled EDR Contact: 12/27/2021
	Data Release Frequency: Varies

ENV RES DECL: Environmental Restrictive Declarations

The Environmental Restrictive Declarations (ERD) listed were recorded in connection with a zoning action against the noted Tax Blocks and Tax Lots, or portion thereof, and are available in the property records on file at the Office of the City Register for Bronx, Kings, New York and Queens counties or at the Richmond County Clerk's office. They contain environmental requirements with respect to hazardous materials, air quality and/or noise in accordance with Section 11-15 of this Resolution.

Date of Government Version: 05/12/2021	Source: New York City Department of City Planning
Date Data Arrived at EDR: 06/16/2021	Telephone: 212-720-3300
Date Made Active in Reports: 09/13/2021	Last EDR Contact: 09/13/2021
Number of Days to Update: 89	Next Scheduled EDR Contact: 12/27/2021
	Data Release Frequency: Varies

ENG CONTROLS: Registry of Engineering Controls

Environmental Remediation sites that have engineering controls in place.

Date of Government Version: 08/09/2021	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 08/10/2021	Telephone: 518-402-9553
Date Made Active in Reports: 11/04/2021	Last EDR Contact: 11/10/2021
Number of Days to Update: 86	Next Scheduled EDR Contact: 02/21/2022
	Data Release Frequency: Quarterly

INST CONTROL: Registry of Institutional Controls

Environmental Remediation sites that have institutional controls in place.

Date of Government Version: 08/09/2021	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 08/10/2021	Telephone: 518-402-9553
Date Made Active in Reports: 11/04/2021	Last EDR Contact: 11/10/2021
Number of Days to Update: 86	Next Scheduled EDR Contact: 02/21/2022
	Data Release Frequency: Quarterly

Lists of state and tribal voluntary cleanup sites

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 07/08/2021
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 09/15/2021
Next Scheduled EDR Contact: 01/03/2022
Data Release Frequency: Varies

VCP NYC: Voluntary Cleanup Program Listing NYC

New York City voluntary cleanup program sites.

Date of Government Version: 04/15/2021
Date Data Arrived at EDR: 04/15/2021
Date Made Active in Reports: 07/02/2021
Number of Days to Update: 78

Source: New York City Office of Environmental Protection
Telephone: 212-788-8841
Last EDR Contact: 10/01/2021
Next Scheduled EDR Contact: 12/20/2021
Data Release Frequency: Varies

VCP: Voluntary Cleanup Agreements

New York established its Voluntary Cleanup Program (VCP) to address the environmental, legal and financial barriers that often hinder the redevelopment and reuse of contaminated properties. The Voluntary Cleanup Program was developed to enhance private sector cleanup of brownfields by enabling parties to remediate sites using private rather than public funds and to reduce the development pressures on "greenfield" sites.

Date of Government Version: 08/09/2021
Date Data Arrived at EDR: 08/10/2021
Date Made Active in Reports: 11/04/2021
Number of Days to Update: 86

Source: Department of Environmental Conservation
Telephone: 518-402-9711
Last EDR Contact: 11/10/2021
Next Scheduled EDR Contact: 02/21/2022
Data Release Frequency: Semi-Annually

Lists of state and tribal brownfield sites

BROWNFIELDS: Brownfields Site List

A Brownfield is any real property where redevelopment or re-use may be complicated by the presence or potential presence of a hazardous waste, petroleum, pollutant, or contaminant.

Date of Government Version: 08/09/2021
Date Data Arrived at EDR: 08/10/2021
Date Made Active in Reports: 11/04/2021
Number of Days to Update: 86

Source: Department of Environmental Conservation
Telephone: 518-402-9764
Last EDR Contact: 11/10/2021
Next Scheduled EDR Contact: 02/21/2022
Data Release Frequency: Semi-Annually

ERP: Environmental Restoration Program Listing

In an effort to spur the cleanup and redevelopment of brownfields, New Yorkers approved a \$200 million Environmental Restoration or Brownfields Fund as part of the \$1.75 billion Clean Water/Clean Air Bond Act of 1996 (1996 Bond Act). Enhancements to the program were enacted on October 7, 2003. Under the Environmental Restoration Program, the State provides grants to municipalities to reimburse up to 90 percent of on-site eligible costs and 100% of off-site eligible costs for site investigation and remediation activities. Once remediated, the property may then be reused for commercial, industrial, residential or public use.

Date of Government Version: 08/09/2021
Date Data Arrived at EDR: 08/10/2021
Date Made Active in Reports: 11/04/2021
Number of Days to Update: 86

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 11/10/2021
Next Scheduled EDR Contact: 02/21/2022
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 06/10/2021	Source: Environmental Protection Agency
Date Data Arrived at EDR: 06/10/2021	Telephone: 202-566-2777
Date Made Active in Reports: 08/17/2021	Last EDR Contact: 09/14/2021
Number of Days to Update: 68	Next Scheduled EDR Contact: 12/27/2021
	Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWTIRE: Registered Waste Tire Storage & Facility List

A listing of facilities registered to accept waste tires.

Date of Government Version: 02/27/2018	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 04/06/2018	Telephone: 518-402-8694
Date Made Active in Reports: 06/08/2018	Last EDR Contact: 09/01/2021
Number of Days to Update: 63	Next Scheduled EDR Contact: 12/20/2021
	Data Release Frequency: No Update Planned

SWRCY: Registered Recycling Facility List

A listing of recycling facilities.

Date of Government Version: 09/30/2021	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 10/28/2021	Telephone: 518-402-8678
Date Made Active in Reports: 11/29/2021	Last EDR Contact: 10/01/2021
Number of Days to Update: 32	Next Scheduled EDR Contact: 01/10/2022
	Data Release Frequency: Quarterly

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/03/2007	Telephone: 703-308-8245
Date Made Active in Reports: 01/24/2008	Last EDR Contact: 10/22/2021
Number of Days to Update: 52	Next Scheduled EDR Contact: 02/07/2022
	Data Release Frequency: Varies

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/09/2004	Telephone: 800-424-9346
Date Made Active in Reports: 09/17/2004	Last EDR Contact: 06/09/2004
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 10/14/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 10/28/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 05/18/2021
Date Data Arrived at EDR: 05/18/2021
Date Made Active in Reports: 08/03/2021
Number of Days to Update: 77

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 11/16/2021
Next Scheduled EDR Contact: 03/07/2022
Data Release Frequency: No Update Planned

DEL SHWS: Delisted Registry Sites

A database listing of sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites.

Date of Government Version: 08/09/2021
Date Data Arrived at EDR: 08/10/2021
Date Made Active in Reports: 11/04/2021
Number of Days to Update: 86

Source: Department of Environmental Conservation
Telephone: 518-402-9622
Last EDR Contact: 11/10/2021
Next Scheduled EDR Contact: 02/21/2022
Data Release Frequency: Quarterly

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 05/18/2021
Date Data Arrived at EDR: 05/18/2021
Date Made Active in Reports: 08/03/2021
Number of Days to Update: 77

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 11/16/2021
Next Scheduled EDR Contact: 03/07/2022
Data Release Frequency: Quarterly

PFAS: PFAS Contamination Site Location Listing

DEC surveyed select businesses, fire departments, fire training centers, bulk storage facilities, airports, and Department of Defense (DoD) facilities. The responses to the survey have helped to determine if these entities used or stored materials containing PFOA/PFOS including AFFF and dispersants used in Teflon coating operations. The results of this survey will be updated periodically as additional responses are received..

Date of Government Version: 01/16/2019
Date Data Arrived at EDR: 05/08/2019
Date Made Active in Reports: 06/24/2019
Number of Days to Update: 47

Source: Department of Environmental Conservation
Telephone: 518-402-9020
Last EDR Contact: 11/05/2021
Next Scheduled EDR Contact: 02/14/2022
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Local Lists of Registered Storage Tanks

HIST UST: Historical Petroleum Bulk Storage Database

These facilities have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. It is no longer updated due to the sensitive nature of the information involved. See UST for more current data.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 06/02/2006
Date Made Active in Reports: 07/20/2006
Number of Days to Update: 48

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 10/23/2006
Next Scheduled EDR Contact: 01/22/2007
Data Release Frequency: Varies

HIST AST: Historical Petroleum Bulk Storage Database

These facilities have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons. This database contains detailed information per site. No longer updated due to the sensitive nature of the information involved. See AST for more current data.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 06/02/2006
Date Made Active in Reports: 07/20/2006
Number of Days to Update: 48

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 10/23/2006
Next Scheduled EDR Contact: 01/22/2007
Data Release Frequency: No Update Planned

Local Land Records

LIENS: Spill Liens Information

Lien information from the Oil Spill Fund.

Date of Government Version: 07/27/2021
Date Data Arrived at EDR: 07/28/2021
Date Made Active in Reports: 10/21/2021
Number of Days to Update: 85

Source: Office of the State Comptroller
Telephone: 518-474-9034
Last EDR Contact: 11/01/2021
Next Scheduled EDR Contact: 02/14/2022
Data Release Frequency: Quarterly

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 10/20/2021
Date Data Arrived at EDR: 11/05/2021
Date Made Active in Reports: 11/29/2021
Number of Days to Update: 24

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 12/01/2021
Next Scheduled EDR Contact: 01/10/2022
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 09/12/2021
Date Data Arrived at EDR: 09/13/2021
Date Made Active in Reports: 09/28/2021
Number of Days to Update: 15

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 09/13/2021
Next Scheduled EDR Contact: 01/03/2022
Data Release Frequency: Quarterly

SPIILLS: Spills Information Database

Data collected on spills reported to NYSDEC as required by one or more of the following: Article 12 of the Navigation Law, 6 NYCRR Section 613.8 (from PBS regs), or 6 NYCRR Section 595.2 (from CBS regs). It includes spills active as of April 1, 1986, as well as spills occurring since this date.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/09/2021
Date Data Arrived at EDR: 08/10/2021
Date Made Active in Reports: 09/24/2021
Number of Days to Update: 45

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 11/10/2021
Next Scheduled EDR Contact: 02/21/2022
Data Release Frequency: Varies

HIST SPILLS: SPILLS Database

This database contains records of chemical and petroleum spill incidents. Under State law, petroleum and hazardous chemical spills that can impact the waters of the state must be reported by the spiller (and, in some cases, by anyone who has knowledge of the spills). In 2002, the Department of Environmental Conservation stopped providing updates to its original Spills Information Database. This database includes fields that are no longer available from the NYDEC as of January 1, 2002. Current information may be found in the NY SPILLS database. Department of Environmental Conservation.

Date of Government Version: 01/01/2002
Date Data Arrived at EDR: 07/08/2005
Date Made Active in Reports: 07/14/2005
Number of Days to Update: 6

Source: Department of Environmental Conservation
Telephone: 518-402-9549
Last EDR Contact: 07/07/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/14/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/12/2013
Number of Days to Update: 40

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SPILLS 80: SPILLS80 data from FirstSearch

Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 11/02/2010
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 03/07/2013
Number of Days to Update: 63

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 09/13/2021
Date Data Arrived at EDR: 09/15/2021
Date Made Active in Reports: 10/12/2021
Number of Days to Update: 27

Source: Environmental Protection Agency
Telephone: (212) 637-3660
Last EDR Contact: 09/15/2021
Next Scheduled EDR Contact: 01/03/2022
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/10/2021
Date Data Arrived at EDR: 08/17/2021
Date Made Active in Reports: 10/22/2021
Number of Days to Update: 66

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 11/16/2021
Next Scheduled EDR Contact: 02/28/2022
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 10/15/2021
Next Scheduled EDR Contact: 01/24/2022
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/11/2018
Date Made Active in Reports: 11/06/2019
Number of Days to Update: 574

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 10/05/2021
Next Scheduled EDR Contact: 01/17/2022
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017
Date Data Arrived at EDR: 02/03/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 11/08/2021
Next Scheduled EDR Contact: 02/21/2022
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 09/13/2021
Date Data Arrived at EDR: 09/15/2021
Date Made Active in Reports: 09/28/2021
Number of Days to Update: 13

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 09/15/2021
Next Scheduled EDR Contact: 01/03/2022
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 11/01/2021
Next Scheduled EDR Contact: 02/14/2022
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 11/05/2021
Next Scheduled EDR Contact: 02/14/2022
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/17/2020
Date Made Active in Reports: 09/10/2020
Number of Days to Update: 85

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 09/17/2021
Next Scheduled EDR Contact: 12/27/2021
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 08/14/2020
Date Made Active in Reports: 11/04/2020
Number of Days to Update: 82

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 11/16/2021
Next Scheduled EDR Contact: 02/28/2022
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 07/19/2021
Date Data Arrived at EDR: 07/19/2021
Date Made Active in Reports: 10/12/2021
Number of Days to Update: 85

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 10/20/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 10/20/2021
Date Data Arrived at EDR: 11/05/2021
Date Made Active in Reports: 11/29/2021
Number of Days to Update: 24

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 12/01/2021
Next Scheduled EDR Contact: 03/14/2022
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 10/20/2021	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/05/2021	Telephone: 202-564-8600
Date Made Active in Reports: 11/12/2021	Last EDR Contact: 10/18/2021
Number of Days to Update: 7	Next Scheduled EDR Contact: 01/31/2022
	Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 12/30/2020	Source: EPA
Date Data Arrived at EDR: 01/14/2021	Telephone: 202-564-6023
Date Made Active in Reports: 03/05/2021	Last EDR Contact: 12/01/2021
Number of Days to Update: 50	Next Scheduled EDR Contact: 02/14/2022
	Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 11/19/2020	Source: EPA
Date Data Arrived at EDR: 01/08/2021	Telephone: 202-566-0500
Date Made Active in Reports: 03/22/2021	Last EDR Contact: 10/08/2021
Number of Days to Update: 73	Next Scheduled EDR Contact: 01/17/2022
	Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 09/30/2021
Number of Days to Update: 79	Next Scheduled EDR Contact: 01/17/2022
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/29/2021
Date Data Arrived at EDR: 08/24/2021
Date Made Active in Reports: 11/19/2021
Number of Days to Update: 87

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 10/18/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2019
Date Data Arrived at EDR: 12/01/2020
Date Made Active in Reports: 02/09/2021
Number of Days to Update: 70

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 11/30/2021
Next Scheduled EDR Contact: 03/14/2022
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 11/11/2019
Number of Days to Update: 251

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 08/31/2021
Next Scheduled EDR Contact: 12/13/2021
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019
Date Data Arrived at EDR: 11/06/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 96

Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 11/05/2021
Next Scheduled EDR Contact: 02/14/2022
Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/01/2019
Date Made Active in Reports: 09/23/2019
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 09/27/2021
Next Scheduled EDR Contact: 01/10/2022
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020
Date Data Arrived at EDR: 01/28/2020
Date Made Active in Reports: 04/17/2020
Number of Days to Update: 80

Source: Department of Transportation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 10/26/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 06/30/2021
Date Data Arrived at EDR: 07/14/2021
Date Made Active in Reports: 07/16/2021
Number of Days to Update: 2

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 09/30/2021
Next Scheduled EDR Contact: 01/17/2022
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 11/20/2020
Number of Days to Update: 151

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 09/15/2021
Next Scheduled EDR Contact: 01/03/2022
Data Release Frequency: Biennially

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 10/05/2021
Next Scheduled EDR Contact: 01/17/2022
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021
Date Data Arrived at EDR: 07/27/2021
Date Made Active in Reports: 10/22/2021
Number of Days to Update: 87

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 11/01/2021
Next Scheduled EDR Contact: 02/14/2022
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019
Date Data Arrived at EDR: 11/15/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 74

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 11/29/2021
Next Scheduled EDR Contact: 02/28/2022
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 10/20/2021
Date Data Arrived at EDR: 11/05/2021
Date Made Active in Reports: 11/29/2021
Number of Days to Update: 24

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 11/30/2021
Next Scheduled EDR Contact: 01/10/2022
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/09/2021
Date Data Arrived at EDR: 08/24/2021
Date Made Active in Reports: 11/19/2021
Number of Days to Update: 87

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 11/22/2021
Next Scheduled EDR Contact: 03/07/2022
Data Release Frequency: Semi-Annually

MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 06/30/2021
Date Data Arrived at EDR: 07/01/2021
Date Made Active in Reports: 09/28/2021
Number of Days to Update: 89

Source: DOL, Mine Safety & Health Admini
Telephone: 202-693-9424
Last EDR Contact: 11/24/2021
Next Scheduled EDR Contact: 03/14/2022
Data Release Frequency: Quarterly

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020
Date Data Arrived at EDR: 05/27/2020
Date Made Active in Reports: 08/13/2020
Number of Days to Update: 78

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 11/22/2021
Next Scheduled EDR Contact: 03/07/2022
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 11/22/2021
Next Scheduled EDR Contact: 03/07/2022
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/15/2021
Date Data Arrived at EDR: 06/16/2021
Date Made Active in Reports: 08/17/2021
Number of Days to Update: 62

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 09/14/2021
Next Scheduled EDR Contact: 12/20/2021
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 05/05/2021
Date Data Arrived at EDR: 05/18/2021
Date Made Active in Reports: 08/17/2021
Number of Days to Update: 91

Source: EPA
Telephone: (212) 637-3000
Last EDR Contact: 11/22/2021
Next Scheduled EDR Contact: 12/13/2021
Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 06/26/2021
Date Data Arrived at EDR: 07/01/2021
Date Made Active in Reports: 09/28/2021
Number of Days to Update: 89

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 10/05/2021
Next Scheduled EDR Contact: 01/17/2022
Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021
Date Data Arrived at EDR: 05/21/2021
Date Made Active in Reports: 08/11/2021
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 11/23/2021
Next Scheduled EDR Contact: 03/07/2022
Data Release Frequency: Varies

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 07/02/2020
Date Made Active in Reports: 09/17/2020
Number of Days to Update: 77

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 10/07/2021
Next Scheduled EDR Contact: 01/24/2022
Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 08/13/2021
Date Data Arrived at EDR: 08/13/2021
Date Made Active in Reports: 10/22/2021
Number of Days to Update: 70

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 11/15/2021
Next Scheduled EDR Contact: 02/28/2022
Data Release Frequency: Quarterly

AIRS: Air Emissions Data

Point source emissions inventory data.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/14/2021
Date Data Arrived at EDR: 07/29/2021
Date Made Active in Reports: 10/25/2021
Number of Days to Update: 88

Source: Department of Environmental Conservation
Telephone: 518-402-8452
Last EDR Contact: 10/18/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: Annually

COAL ASH: Coal Ash Disposal Site Listing

A listing of coal ash disposal site locations.

Date of Government Version: 06/22/2021
Date Data Arrived at EDR: 06/23/2021
Date Made Active in Reports: 09/15/2021
Number of Days to Update: 84

Source: Department of Environmental Conservation
Telephone: 518-402-8660
Last EDR Contact: 09/27/2021
Next Scheduled EDR Contact: 01/10/2022
Data Release Frequency: Quarterly

DRYCLEANERS: Registered Drycleaners

A listing of all registered drycleaning facilities.

Date of Government Version: 09/02/2021
Date Data Arrived at EDR: 09/02/2021
Date Made Active in Reports: 11/23/2021
Number of Days to Update: 82

Source: Department of Environmental Conservation
Telephone: 518-402-8403
Last EDR Contact: 09/01/2021
Next Scheduled EDR Contact: 12/20/2021
Data Release Frequency: Annually

E DESIGNATION: E DESIGNATION SITE LISTING

The (E (Environmental)) designation would ensure that sampling and remediation take place on the subject properties, and would avoid any significant impacts related to hazardous materials at these locations. The (E) designations would require that the fee owner of the sites conduct a testing and sampling protocol, and remediation where appropriate, to the satisfaction of the NYCDEP before the issuance of a building permit by the Department of Buildings pursuant to the provisions of Section 11-15 of the Zoning Resolution (Environmental Requirements). The (E) designations also include a mandatory construction-related health and safety plan which must be approved by NYCDEP.

Date of Government Version: 05/12/2021
Date Data Arrived at EDR: 06/17/2021
Date Made Active in Reports: 09/15/2021
Number of Days to Update: 90

Source: New York City Department of City Planning
Telephone: 718-595-6658
Last EDR Contact: 09/13/2021
Next Scheduled EDR Contact: 12/27/2021
Data Release Frequency: Semi-Annually

Financial Assurance 1: Financial Assurance Information Listing

Financial assurance information.

Date of Government Version: 06/23/2021
Date Data Arrived at EDR: 06/23/2021
Date Made Active in Reports: 07/02/2021
Number of Days to Update: 9

Source: Department of Environmental Conservation
Telephone: 518-402-8660
Last EDR Contact: 09/27/2021
Next Scheduled EDR Contact: 01/10/2022
Data Release Frequency: Quarterly

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for hazardous waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 06/11/2020
Date Data Arrived at EDR: 06/16/2020
Date Made Active in Reports: 09/02/2020
Number of Days to Update: 78

Source: Department of Environmental Conservation
Telephone: 518-402-8712
Last EDR Contact: 09/01/2021
Next Scheduled EDR Contact: 12/20/2021
Data Release Frequency: Varies

HSWDS: Hazardous Substance Waste Disposal Site Inventory

The list includes any known or suspected hazardous substance waste disposal sites. Also included are sites delisted from the Registry of Inactive Hazardous Waste Disposal Sites and non-Registry sites that U.S. EPA Preliminary Assessment (PA) reports or Site Investigation (SI) reports were prepared. Hazardous Substance Waste Disposal Sites are eligible to be Superfund sites now that the New York State Superfund has been refinanced and changed. This means that the study inventory has served its purpose and will no longer be maintained as a separate entity. The last version of the study inventory is frozen in time. The sites on the study will not automatically be made Superfund sites, rather each site will be further evaluated for listing on the Registry. So overtime they will be added to the registry or not.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/01/2003
Date Data Arrived at EDR: 10/20/2006
Date Made Active in Reports: 11/30/2006
Number of Days to Update: 41

Source: Department of Environmental Conservation
Telephone: 518-402-9564
Last EDR Contact: 05/26/2009
Next Scheduled EDR Contact: 08/24/2009
Data Release Frequency: No Update Planned

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 04/29/2020
Date Made Active in Reports: 07/10/2020
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 10/29/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: Quarterly

SPDES: State Pollutant Discharge Elimination System

New York State has a state program which has been approved by the United States Environmental Protection Agency for the control of wastewater and stormwater discharges in accordance with the Clean Water Act. Under New York State law the program is known as the State Pollutant Discharge Elimination System (SPDES) and is broader in scope than that required by the Clean Water Act in that it controls point source discharges to groundwaters as well as surface waters.

Date of Government Version: 07/27/2021
Date Data Arrived at EDR: 07/29/2021
Date Made Active in Reports: 10/25/2021
Number of Days to Update: 88

Source: Department of Environmental Conservation
Telephone: 518-402-8233
Last EDR Contact: 10/18/2021
Next Scheduled EDR Contact: 01/31/2022
Data Release Frequency: No Update Planned

VAPOR REOPENED: Vapor Intrusion Legacy Site List

New York is currently re-evaluating previous assumptions and decisions regarding the potential for soil vapor intrusion exposures at sites. As a result, all past, current, and future contaminated sites will be evaluated to determine whether these sites have the potential for exposures related to soil vapor intrusion.

Date of Government Version: 12/01/2018
Date Data Arrived at EDR: 02/13/2019
Date Made Active in Reports: 06/13/2019
Number of Days to Update: 120

Source: Department of Environmental Conservation
Telephone: 518-402-9814
Last EDR Contact: 11/12/2021
Next Scheduled EDR Contact: 02/21/2022
Data Release Frequency: Varies

UIC: Underground Injection Control Wells

A listing of enhanced oil recovery underground injection wells.

Date of Government Version: 08/29/2021
Date Data Arrived at EDR: 09/01/2021
Date Made Active in Reports: 11/23/2021
Number of Days to Update: 83

Source: Department of Environmental Conservation
Telephone: 518-402-8056
Last EDR Contact: 11/30/2021
Next Scheduled EDR Contact: 03/14/2022
Data Release Frequency: Quarterly

COOLING TOWERS: Registered Cooling Towers

This data includes the location of cooling towers registered with New York State. The data is self-reported by owners/property managers of cooling towers in service in New York State. In August 2015, the New York State Department of Health released emergency regulations requiring the owners of cooling towers to register them with New York State.

Date of Government Version: 07/06/2021
Date Data Arrived at EDR: 07/14/2021
Date Made Active in Reports: 10/06/2021
Number of Days to Update: 84

Source: Department of Health
Telephone: 518-402-7650
Last EDR Contact: 10/11/2021
Next Scheduled EDR Contact: 01/24/2022
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 02/05/2015
Date Made Active in Reports: 03/06/2015
Number of Days to Update: 29

Source: EPA
Telephone: 202-564-2497
Last EDR Contact: 09/30/2021
Next Scheduled EDR Contact: 01/17/2022
Data Release Frequency: Varies

MINES MRDS: Mineral Resources Data System

Mineral Resources Data System

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 10/21/2019
Date Made Active in Reports: 10/24/2019
Number of Days to Update: 3

Source: USGS
Telephone: 703-648-6533
Last EDR Contact: 11/23/2021
Next Scheduled EDR Contact: 03/07/2022
Data Release Frequency: Varies

NYC LEAD: Lead-based Paint Testing Results

The results of the inspections for all classrooms serving students under six in applicable buildings. Identifies all classrooms, whether there was observation of peeling paint, and if there was, standard response protocol was followed.

Date of Government Version: 03/24/2021
Date Data Arrived at EDR: 08/17/2021
Date Made Active in Reports: 08/17/2021
Number of Days to Update: 0

Source: New York City Department of Education
Telephone: 212-374-5141
Last EDR Contact: 11/03/2021
Next Scheduled EDR Contact: 02/14/2022
Data Release Frequency: Varies

PCS INACTIVE: Listing of Inactive PCS Permits

An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014
Date Data Arrived at EDR: 01/06/2015
Date Made Active in Reports: 05/06/2015
Number of Days to Update: 120

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/30/2021
Next Scheduled EDR Contact: 01/17/2022
Data Release Frequency: Semi-Annually

PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011
Date Data Arrived at EDR: 08/05/2011
Date Made Active in Reports: 09/29/2011
Number of Days to Update: 55

Source: EPA, Office of Water
Telephone: 202-564-2496
Last EDR Contact: 09/30/2021
Next Scheduled EDR Contact: 01/17/2022
Data Release Frequency: Semi-Annually

NYC LEAD 2: Recent Lead Paint Violations

Pursuant to New York City's Housing Maintenance Code, the Department of Housing Preservation and Development (HPD) issues violations against conditions in rental dwelling units that have been verified to violate the New York City Housing Maintenance Code (HMC) or the New York State Multiple Dwelling Law (MDL). Violations are issued when an inspection verifies that a violation of the HMC or MDL exists. It is closed when the violation is corrected, as observed/verified by HPD or as certified by the landlord.

Date of Government Version: 07/30/2021
Date Data Arrived at EDR: 07/30/2021
Date Made Active in Reports: 10/22/2021
Number of Days to Update: 84

Source: New York City Department of Housing Preservation & Development
Telephone: 212-863-8200
Last EDR Contact: 11/03/2021
Next Scheduled EDR Contact: 02/14/2022
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: Department of Environmental Conservation
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGALF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Conservation in New York.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/10/2014
Number of Days to Update: 193

Source: Department of Environmental Conservation
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

CORTLAND COUNTY:

AST - CORTLAND: Cortland County Storage Tank Listing

A listing of aboveground storage tank sites located in Cortland County.

Date of Government Version: 08/20/2019
Date Data Arrived at EDR: 08/20/2019
Date Made Active in Reports: 10/16/2019
Number of Days to Update: 57

Source: Cortland County Health Department
Telephone: 607-753-5035
Last EDR Contact: 10/25/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: Quarterly

UST - CORTLAND: Cortland County Storage Tank Listing

A listing of underground storage tank sites located in Cortland County.

Date of Government Version: 08/20/2019
Date Data Arrived at EDR: 08/20/2019
Date Made Active in Reports: 10/16/2019
Number of Days to Update: 57

Source: Cortland County Health Department
Telephone: 607-753-5035
Last EDR Contact: 10/25/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: Quarterly

NASSAU COUNTY:

AST - NASSAU: Registered Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 01/09/2017
Date Data Arrived at EDR: 01/11/2017
Date Made Active in Reports: 02/15/2017
Number of Days to Update: 35

Source: Nassau County Health Department
Telephone: 516-571-3314
Last EDR Contact: 10/25/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: No Update Planned

AST NCFM: Storage Tank Database

A listing of aboveground storage tank sites located in Nassau County.

Date of Government Version: 02/15/2011
Date Data Arrived at EDR: 02/23/2011
Date Made Active in Reports: 03/29/2011
Number of Days to Update: 34

Source: Nassau County Office of the Fire Marshal
Telephone: 516-572-1000
Last EDR Contact: 10/25/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TANKS NASSAU: Registered Tank Database in Nassau County

A listing of facilities in Nassau County with storage tanks.

Date of Government Version: 01/09/2017

Date Data Arrived at EDR: 01/11/2017

Date Made Active in Reports: 02/15/2017

Number of Days to Update: 35

Source: Nassau County Department of Health

Telephone: 516-227-9691

Last EDR Contact: 10/25/2021

Next Scheduled EDR Contact: 02/07/2022

Data Release Frequency: Varies

UST - NASSAU: Registered Tank Database

A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 01/09/2017

Date Data Arrived at EDR: 01/11/2017

Date Made Active in Reports: 02/15/2017

Number of Days to Update: 35

Source: Nassau County Health Department

Telephone: 516-571-3314

Last EDR Contact: 10/25/2021

Next Scheduled EDR Contact: 02/07/2022

Data Release Frequency: No Update Planned

UST NCFM: Storage Tank Database

A listing of underground storage tank sites located in Nassau County.

Date of Government Version: 02/15/2011

Date Data Arrived at EDR: 02/23/2011

Date Made Active in Reports: 03/29/2011

Number of Days to Update: 34

Source: Nassau County Office of the Fire Marshal

Telephone: 516-572-1000

Last EDR Contact: 10/25/2021

Next Scheduled EDR Contact: 02/07/2022

Data Release Frequency: Varies

ROCKLAND COUNTY:

AST - ROCKLAND: Petroleum Bulk Storage Database

A listing of aboveground storage tank sites located in Rockland County. Rockland County's Petroleum Bulk Storage (PBS) program is no longer in service. All related operations/duties are now wholly overseen by the New York State Dept. of Environmental Conservation (NYSDEC).

Date of Government Version: 02/02/2017

Date Data Arrived at EDR: 03/17/2017

Date Made Active in Reports: 09/22/2017

Number of Days to Update: 189

Source: Rockland County Health Department

Telephone: 914-364-2605

Last EDR Contact: 11/29/2021

Next Scheduled EDR Contact: 03/14/2022

Data Release Frequency: No Update Planned

UST - ROCKLAND: Petroleum Bulk Storage Database

A listing of underground storage tank sites located in Rockland County. Rockland County's Petroleum Bulk Storage (PBS) program is no longer in service. All related operations/duties are now wholly overseen by the New York State Dept. of Environmental Conservation (NYSDEC).

Date of Government Version: 02/02/2017

Date Data Arrived at EDR: 03/17/2017

Date Made Active in Reports: 09/22/2017

Number of Days to Update: 189

Source: Rockland County Health Department

Telephone: 914-364-2605

Last EDR Contact: 11/29/2021

Next Scheduled EDR Contact: 03/14/2022

Data Release Frequency: No Update Planned

SUFFOLK COUNTY:

AST - SUFFOLK: Storage Tank Database

A listing of aboveground storage tank sites located in Suffolk County.

Date of Government Version: 06/28/2018

Date Data Arrived at EDR: 12/06/2018

Date Made Active in Reports: 02/07/2019

Number of Days to Update: 63

Source: Suffolk County Department of Health Services

Telephone: 631-854-2521

Last EDR Contact: 10/25/2021

Next Scheduled EDR Contact: 02/07/2022

Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TANKS SUFFOLK: Storage Tank Database

This county is not included in the state's database. These are facilities that have no tank information in the storage tank database.

Date of Government Version: 06/28/2018
Date Data Arrived at EDR: 02/05/2019
Date Made Active in Reports: 03/08/2019
Number of Days to Update: 31

Source: Department of Health Services
Telephone: 631-854-2516
Last EDR Contact: 10/25/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: Varies

UST - SUFFOLK: Storage Tank Database

A listing of underground storage tank sites located in Suffolk County.

Date of Government Version: 06/28/2018
Date Data Arrived at EDR: 12/06/2018
Date Made Active in Reports: 02/07/2019
Number of Days to Update: 63

Source: Suffolk County Department of Health Services
Telephone: 631-854-2521
Last EDR Contact: 10/25/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: No Update Planned

WESTCHESTER COUNTY:

AST - WESTCHESTER: Listing of Storage Tanks

A listing of aboveground storage tank sites located in Westchester County.

Date of Government Version: 07/01/2021
Date Data Arrived at EDR: 08/06/2021
Date Made Active in Reports: 08/20/2021
Number of Days to Update: 14

Source: Westchester County Department of Health
Telephone: 914-813-5161
Last EDR Contact: 10/25/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: Semi-Annually

UST - WESTCHESTER: Listing of Storage Tanks

A listing of underground storage tank sites located in Westchester County.

Date of Government Version: 07/01/2021
Date Data Arrived at EDR: 08/06/2021
Date Made Active in Reports: 08/20/2021
Number of Days to Update: 14

Source: Westchester County Department of Health
Telephone: 914-813-5161
Last EDR Contact: 10/25/2021
Next Scheduled EDR Contact: 02/07/2022
Data Release Frequency: Semi-Annually

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 07/23/2021
Date Data Arrived at EDR: 08/10/2021
Date Made Active in Reports: 11/08/2021
Number of Days to Update: 90

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 11/12/2021
Next Scheduled EDR Contact: 02/21/2022
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 04/10/2019
Date Made Active in Reports: 05/16/2019
Number of Days to Update: 36

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 10/05/2021
Next Scheduled EDR Contact: 01/17/2022
Data Release Frequency: Annually

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/19/2019
Date Made Active in Reports: 09/10/2019
Number of Days to Update: 53

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 10/07/2021
Next Scheduled EDR Contact: 01/24/2022
Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2019
Date Data Arrived at EDR: 02/11/2021
Date Made Active in Reports: 02/24/2021
Number of Days to Update: 13

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 11/29/2021
Next Scheduled EDR Contact: 02/28/2022
Data Release Frequency: Annually

VT MANIFEST: Hazardous Waste Manifest Data

Hazardous waste manifest information.

Date of Government Version: 10/28/2019
Date Data Arrived at EDR: 10/29/2019
Date Made Active in Reports: 01/09/2020
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 802-241-3443
Last EDR Contact: 10/07/2021
Next Scheduled EDR Contact: 01/24/2022
Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 06/19/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 76

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 09/01/2021
Next Scheduled EDR Contact: 12/20/2021
Data Release Frequency: Annually

Oil/Gas Pipelines

Source: Endeavor Business Media

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data

Source: Endeavor Business Media

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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Day Care Providers

Source: Department of Health

Telephone: 212-676-2444

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands

Source: Department of Environmental Conservation

Telephone: 518-402-8961

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

452212
10 RINALDI BLVD
POUGHKEEPSIE, NY 12601

TARGET PROPERTY COORDINATES

Latitude (North):	41.704769 - 41° 42' 17.17"
Longitude (West):	73.939269 - 73° 56' 21.37"
Universal Transverse Mercator:	Zone 18
UTM X (Meters):	588255.1
UTM Y (Meters):	4617328.5
Elevation:	42 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	5939321 POUGHKEEPSIE, NY
Version Date:	2013

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

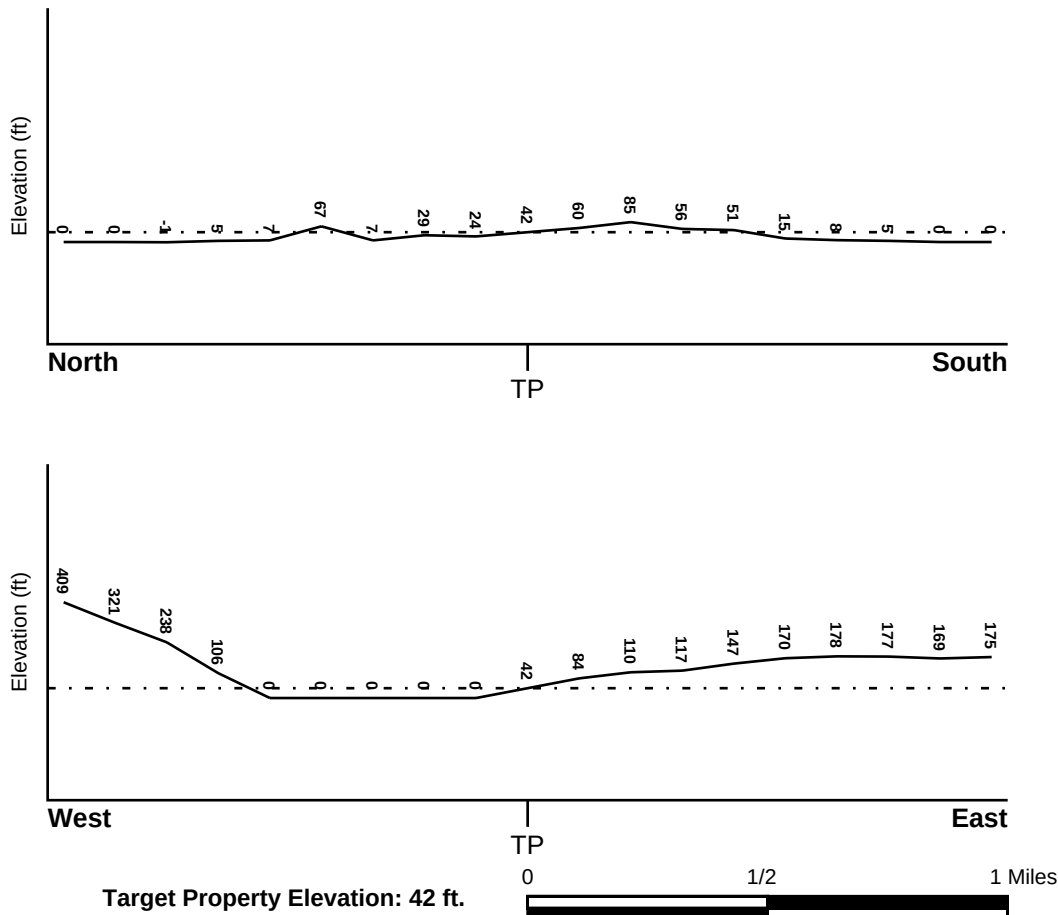
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General WNW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
36111C0780E	FEMA FIRM Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
36027C0356E	FEMA FIRM Flood data
36027C0358E	FEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u>	<u>NWI Electronic Data Coverage</u>
POUGHKEEPSIE	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

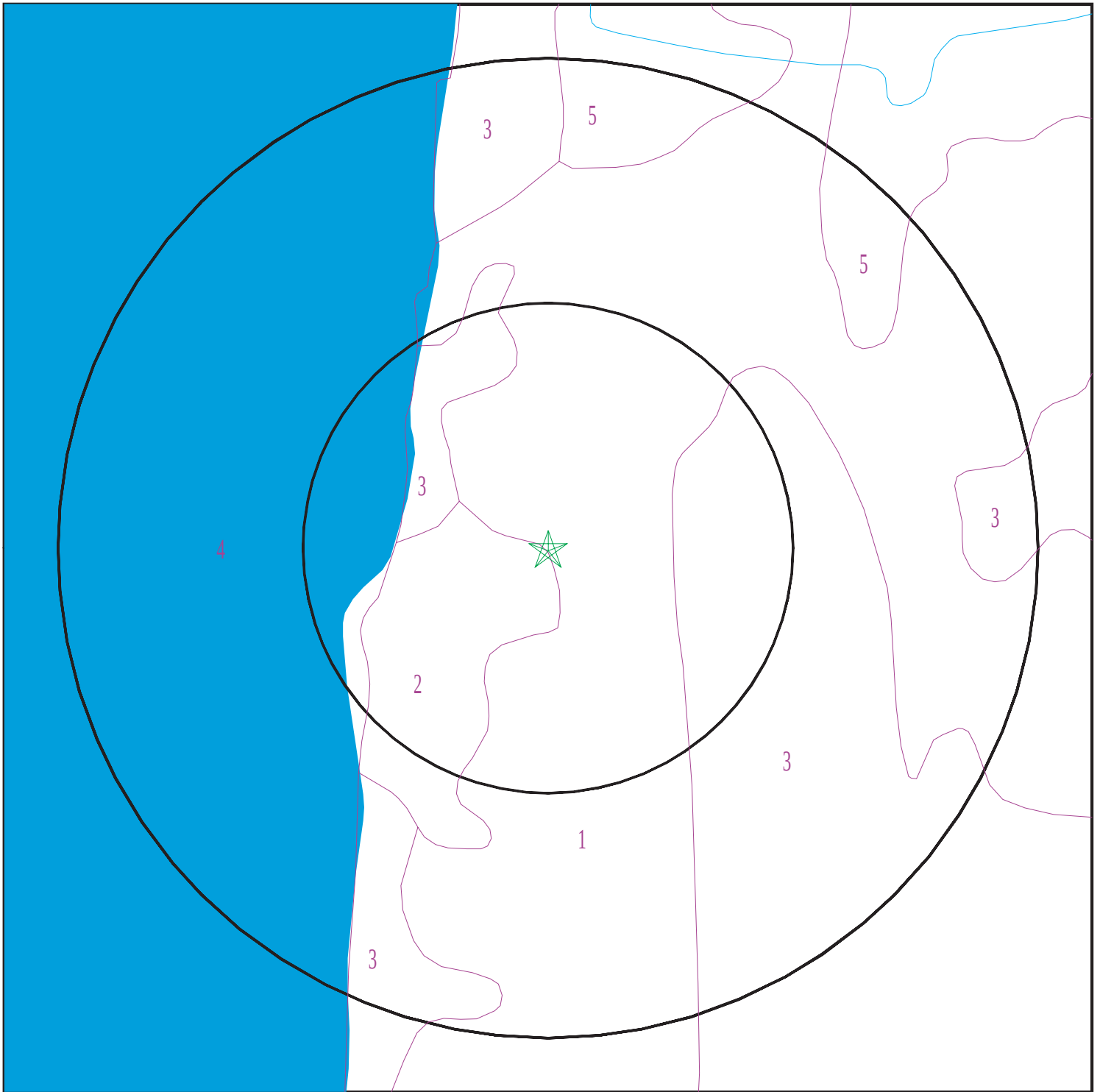
Era:	Paleozoic
System:	Ordovician
Series:	Middle Ordovician (Mohawkian)
Code:	O2 <i>(decoded above as Era, System & Series)</i>

GEOLOGIC AGE IDENTIFICATION

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 6772431.2s



- ★ Target Property
- SSURGO Soil
- Water

0 1/16 1/8 1/4 Miles



SITE NAME: 452212
ADDRESS: 10 RINALDI BLVD
POUGHKEEPSIE NY 12601
LAT/LONG: 41.704769 / 73.939269

CLIENT: AEI Consultants
CONTACT: Ruby Galeana
INQUIRY #: 6772431.2s
DATE: December 02, 2021 2:56 pm

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Urban land

Soil Surface Texture: variable

Hydrologic Group: Not reported

Soil Drainage Class:
Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	variable	Not reported	Not reported	Max: 1.4 Min: 0	Max: Min:

Soil Map ID: 2

Soil Component Name: Nassau

Soil Surface Texture: channery silt loam

Hydrologic Group: Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.

Soil Drainage Class: Somewhat excessively drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 38 inches

Depth to Watertable Min: > 0 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	5 inches	channery silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: 0.42 Min: 0.014	Max: Min:
2	5 inches	16 inches	very channery silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: 0.42 Min: 0.014	Max: Min:
3	16 inches	20 inches	unweathered bedrock	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	Not reported	Max: 0.42 Min: 0.014	Max: Min:

Soil Map ID: 3

Soil Component Name: Udorthents

Soil Surface Texture: gravelly loam

Hydrologic Group: Class A/D - Drained/undrained hydrology class of soils that can be drained and are classified.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 137 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	3 inches	gravelly loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 42 Min: 0.42	Max: 8.4 Min: 4.5
2	3 inches	70 inches	very gravelly loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 42 Min: 0.42	Max: 8.4 Min: 4.5

Soil Map ID: 4

Soil Component Name: Water

Soil Surface Texture: gravelly loam

Hydrologic Group: Class A/D - Drained/undrained hydrology class of soils that can be drained and are classified.

Soil Drainage Class:
Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

No Layer Information available.

Soil Map ID: 5

Soil Component Name: Dutchess

Soil Surface Texture: silt loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 77 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	7 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Gravels, Gravels with fines, Silty Gravel	Max: 14 Min: 4	Max: 6.5 Min: 5.1
2	7 inches	27 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Gravels, Gravels with fines, Silty Gravel	Max: 14 Min: 4	Max: 6.5 Min: 5.1
3	27 inches	85 inches	channery silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Gravels, Gravels with fines, Silty Gravel	Max: 14 Min: 4	Max: 6.5 Min: 5.1

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A1	USGS40000846876	1/2 - 1 Mile ESE
A2	USGS40000846877	1/2 - 1 Mile ESE
8	USGS40000846728	1/2 - 1 Mile South

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

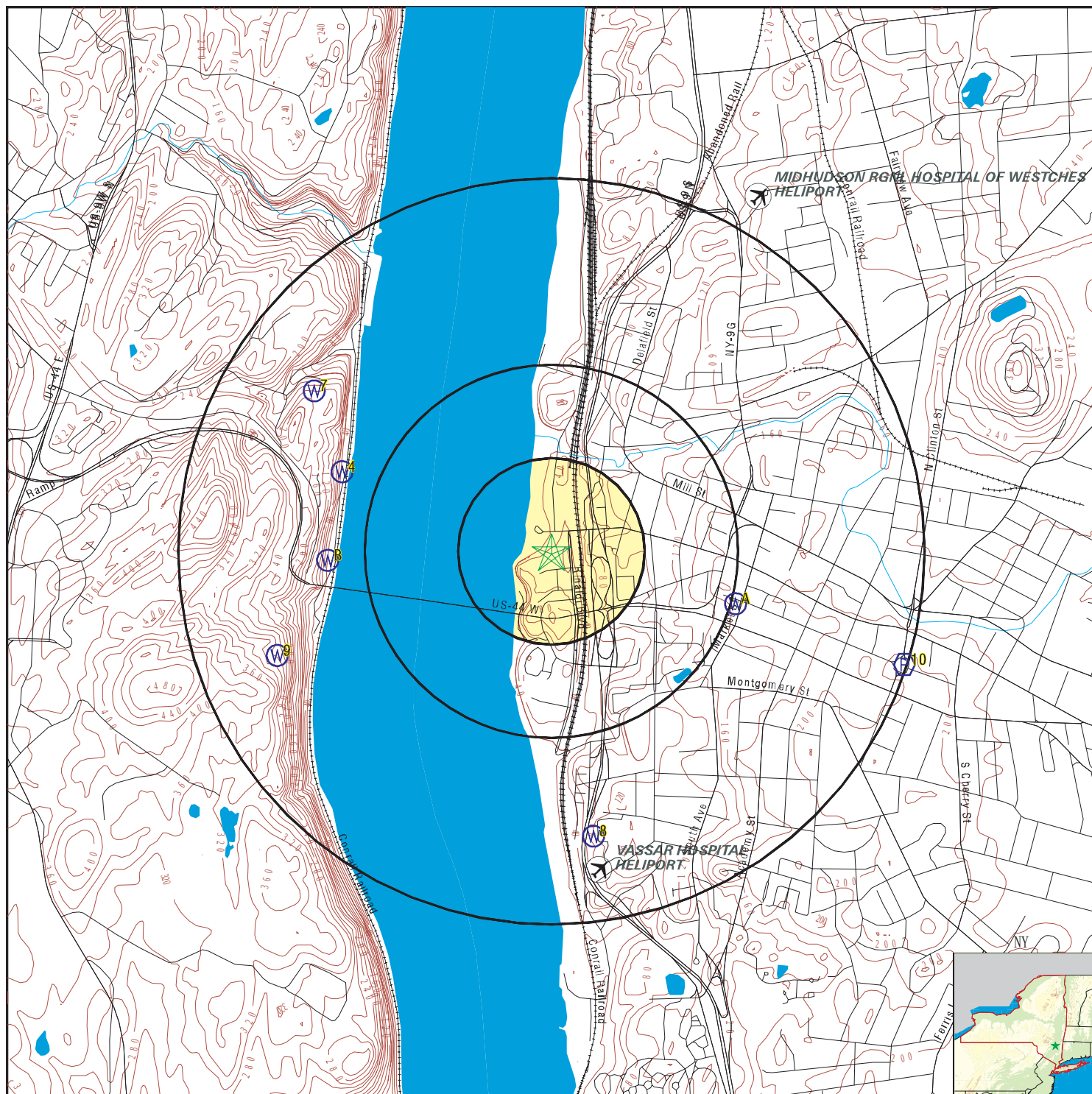
MAP ID	WELL ID	LOCATION FROM TP
10	NY0002120	1/2 - 1 Mile ESE

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
B3	NYWS40000110040	1/2 - 1 Mile West
4	NYWS40000109636	1/2 - 1 Mile WNW
B5	NYWS40000112336	1/2 - 1 Mile West
B6	NYWS40000112345	1/2 - 1 Mile West
7	NYWS40000108904	1/2 - 1 Mile NW
9	NYWS40000110996	1/2 - 1 Mile WSW

PHYSICAL SETTING SOURCE MAP - 6772431.2s



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- (G1) Indeterminate Groundwater Flow at Location
- (GV) Groundwater Flow Varies at Location
- (HD) Closest Hydrogeological Data
- Oil, gas or related wells

SITE NAME: 452212
 ADDRESS: 10 RINALDI BLVD
 POUGHKEEPSIE NY 12601
 LAT/LONG: 41.704769 / 73.939269

CLIENT: AEI Consultants
 CONTACT: Ruby Galeana
 INQUIRY #: 6772431.2s
 DATE: December 02, 2021 2:56 pm

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

A1
ESE
1/2 - 1 Mile
Higher

FED USGS USGS40000846876

Organization ID: USGS-NY
Monitor Location: DU 417
Description: Not Reported
Drainage Area: Not Reported
Contrib Drainage Area: Not Reported
Aquifer: Not Reported
Aquifer Type: Not Reported
Well Depth: 826
Well Hole Depth: Not Reported

Organization Name: USGS New York Water Science Center
Type: Well
HUC: 02020008
Drainage Area Units: Not Reported
Contrib Drainage Area Units: Not Reported
Formation Type: Ordovician System
Construction Date: 1900
Well Depth Units: ft
Well Hole Depth Units: Not Reported

A2
ESE
1/2 - 1 Mile
Higher

FED USGS USGS40000846877

Organization ID: USGS-NY
Monitor Location: DU 439
Description: Not Reported
Drainage Area: Not Reported
Contrib Drainage Area: Not Reported
Aquifer: Not Reported
Aquifer Type: Not Reported
Well Depth: 1200
Well Hole Depth: Not Reported

Organization Name: USGS New York Water Science Center
Type: Well
HUC: 02020008
Drainage Area Units: Not Reported
Contrib Drainage Area Units: Not Reported
Formation Type: Ordovician System
Construction Date: 1900
Well Depth Units: ft
Well Hole Depth Units: Not Reported

B3
West
1/2 - 1 Mile
Lower

NY WELLS NYWS40000110040

DEC Well #: U4536
Bedrock Depth (ft): Not Reported
Casing Depth (ft): Not Reported
Casing 1 Length (ft): 20
Casing 2 Length (ft): Not Reported
Screen Length (ft): Not Reported
Well Purpose: Domestic

Well Depth (ft): 143
Groundwater Depth (ft): 30
Casing 1 Diameter (in): 6
Casing 2 Diameter (in): Not Reported
Screened Well: N
Avg Discharge Rate (gpm): 45
Driller Registration #: NYRD10063

4
WNW
1/2 - 1 Mile
Lower

NY WELLS NYWS40000109636

DEC Well #: U4095
Bedrock Depth (ft): Not Reported
Casing Depth (ft): Not Reported
Casing 1 Length (ft): 20
Casing 2 Length (ft): Not Reported
Screen Length (ft): Not Reported

Well Depth (ft): 183
Groundwater Depth (ft): 20
Casing 1 Diameter (in): 6
Casing 2 Diameter (in): Not Reported
Screened Well: N
Avg Discharge Rate (gpm): 25

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Purpose: Domestic Driller Registration #: NYRD10063

B5
West
1/2 - 1 Mile
Lower

NY WELLS NYWS40000112336

DEC Well #:	U7934	Well Depth (ft):	155
Bedrock Depth (ft):	8	Groundwater Depth (ft):	36
Casing Depth (ft):	Not Reported	Casing 1 Diameter (in):	6
Casing 1 Length (ft):	21	Casing 2 Diameter (in):	Not Reported
Casing 2 Length (ft):	Not Reported	Screened Well:	N
Screen Length (ft):	Not Reported	Avg Discharge Rate (gpm):	30
Well Purpose:	Domestic	Driller Registration #:	NYRD01695

B6
West
1/2 - 1 Mile
Lower

NY WELLS NYWS40000112345

DEC Well #:	U7943	Well Depth (ft):	155
Bedrock Depth (ft):	7	Groundwater Depth (ft):	12
Casing Depth (ft):	Not Reported	Casing 1 Diameter (in):	6
Casing 1 Length (ft):	21	Casing 2 Diameter (in):	Not Reported
Casing 2 Length (ft):	Not Reported	Screened Well:	N
Screen Length (ft):	Not Reported	Avg Discharge Rate (gpm):	30
Well Purpose:	Domestic	Driller Registration #:	NYRD10063

7
NW
1/2 - 1 Mile
Higher

NY WELLS NYWS40000108904

DEC Well #:	U3341	Well Depth (ft):	203
Bedrock Depth (ft):	Not Reported	Groundwater Depth (ft):	40
Casing Depth (ft):	Not Reported	Casing 1 Diameter (in):	6
Casing 1 Length (ft):	40	Casing 2 Diameter (in):	Not Reported
Casing 2 Length (ft):	Not Reported	Screened Well:	N
Screen Length (ft):	Not Reported	Avg Discharge Rate (gpm):	9.5
Well Purpose:	Domestic	Driller Registration #:	NYRD10063

8
South
1/2 - 1 Mile
Higher

FED USGS USGS40000846728

Organization ID:	USGS-NY	Organization Name:	USGS New York Water Science Center
Monitor Location:	DU 749	Type:	Well
Description:	Not Reported	HUC:	02020008
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Units:	Not Reported
Aquifer:	Not Reported	Formation Type:	Ordovician System
Aquifer Type:	Not Reported	Construction Date:	1900
Well Depth:	290	Well Depth Units:	ft

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

9
WSW
1/2 - 1 Mile
Higher

NY WELLS NYWS40000110996

DEC Well #:	U5546	Well Depth (ft):	525
Bedrock Depth (ft):	Not Reported	Groundwater Depth (ft):	5
Casing Depth (ft):	Not Reported	Casing 1 Diameter (in):	6
Casing 1 Length (ft):	30	Casing 2 Diameter (in):	Not Reported
Casing 2 Length (ft):	Not Reported	Screened Well:	N
Screen Length (ft):	Not Reported	Avg Discharge Rate (gpm):	6
Well Purpose:	Domestic	Driller Registration #:	NYRD10121

10
ESE
1/2 - 1 Mile
Higher

FRDS PWS NY0002120

PWS ID:	NY0002120	PWS type:	Not Reported
PWS name:	Not Reported	PWS address:	Not Reported
PWS city:	Not Reported	PWS state:	Not Reported
PWS zip:	Not Reported	PWS ID:	NY0002120
Activity status:	Active	Date system activated:	7706
Date system deactivated:	Not Reported	Retail population:	00000150
System name:	MAPLE LANE TRAILER PARK	System address:	Not Reported
System address:	608 SOUTH ROAD	System city:	POUGHKEEPSIE
System state:	NY	System zip:	12600
County FIPS:	027	City served:	POUGHKEEPSIE
Population served:	101 - 500 Persons	Treatment:	Treated
Latitude:	414201	Longitude:	0735517

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

RADON

AREA RADON INFORMATION

State Database: NY Radon

Radon Test Results

County	Town	Num Tests	Avg Result	Geo Mean	Max Result
DUTCHESS	FISHKILL	129	4.88	2.87	31.3
DUTCHESS	HYDE PARK	215	6.22	4.29	33.3
DUTCHESS	LA GRANGE	231	8.59	4.84	135.2
DUTCHESS	MILAN	18	7.69	5.14	29.1
DUTCHESS	NORTHEAST	16	9.1	4.91	30.2
DUTCHESS	PAWLING	67	4.58	2.95	27.8
DUTCHESS	PINE PLAINS	40	16.05	8.57	69.1
DUTCHESS	PLEASANT VALLEY	131	9.07	5.59	36.6
DUTCHESS	POUGHKEEPSIE	1,078	5.51	3.42	96.4
DUTCHESS	RED HOOK	133	7.57	4.03	120.9
DUTCHESS	RHINEBECK	123	6.55	4.38	34.9
DUTCHESS	STANFORD	56	8.29	4.86	57.5
DUTCHESS	UNION VALE	57	10.31	6.06	62.6
DUTCHESS	WAPPINGER	121	4.04	2.73	18.7
DUTCHESS	WASHINGTON	66	9.16	4.93	56.1
DUTCHESS	AMENIA	25	10.25	6.26	44.8
DUTCHESS	BEACON	56	4.65	2.75	21.2
DUTCHESS	BEEKMAN	95	8.97	5.37	86.2
DUTCHESS	CLINTON	65	9.26	5.55	66.4
DUTCHESS	DOVER	34	10.44	4.98	49.9
DUTCHESS	E. FISHKILL	345	7.61	4.62	71.6

Federal EPA Radon Zone for DUTCHESS County: 1

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for DUTCHESS COUNTY, NY

Number of sites tested: 186

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area	1.690 pCi/L	80%	20%	0%
Basement	3.630 pCi/L	56%	38%	6%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Freshwater Wetlands

Source: Department of Environmental Conservation

Telephone: 518-402-8961

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

New York Public Water Wells

Source: New York Department of Health

Telephone: 518-458-6731

OTHER STATE DATABASE INFORMATION

Oil and Gas Well Database

Source: Department of Environmental Conservation

Telephone: 518-402-8072

These files contain records, in the database, of wells that have been drilled.

RADON

State Database: NY Radon

Source: Department of Health

Telephone: 518-402-7556

Radon Test Results

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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Section II: Financial Assistance

A. Industrial Development Agency Assistance Request

(1) Payment In Lieu of Taxes (PILOT) Assistance	
Is the Applicant requesting Payment In Lieu of Taxes (PILOT) assistance from the Agency for the proposed Project? (Answer Yes or No)	Yes

(2) Other Agency Assistance	
What amounts of other tax exemption assistance is the Applicant requesting from the Agency in total for each of the following?	Amount (\$)
(1a) Straight Lease	
a. Sales Tax	\$559,640
b. Mortgage Tax	\$354,690
c. Public Improvement Tax	N/A
(1b) Bond Issuance	
a. Tax Exempt	\$37,000,000
b. Taxable	N/A
TOTAL OTHER AGENCY ASSISTANCE REQUESTED	\$37,914,330

Note:

- o The estimate for sales and mortgage tax provided above will be provided to the New York State Department of Taxation and Finance.
- o The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to undertake the total amount of investment as proposed within this Application, and that the estimate, above, represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to this Application.
- o The Agency may utilize the estimate, above, as well as the proposed total Project costs as contained within this Application, to determine the Financial Assistance that will be offered.

B. Justification for Industrial Development Agency Assistance

Need for Assistance Justification	
Is it likely that the Project would not be undertaken but for the Financial Assistance provided by the Agency? (Yes or No)	Yes
Provide an explanation of the following in the space provided below: (1) The need and/or justification for assistance from the Agency (2) Why the Project cannot be undertaken without financial assistance from the Agency and impact to Applicant's Project without Agency assistance (3) If the Project could be undertaken without financial assistance provided by the Agency, rationale for why the Agency should provide assistance	
Applicant is hereby requesting assistance in the form of 1) a PILOT based on an 8% Shelter Rent calculation; 2) Sales and Use Tax Exemption; 3) Mortgage Recording Tax Exemption; and 4) issuance of tax-exempt bonds to finance the acquisition and redevelopment of the project. The proposed Project would preserve a critical housing asset for the greater Poughkeepsie community. The City of Poughkeepsie 2022 Housing Needs Assessment developed by Hudson Valley Pattern for Progress indicated that housing has become increasingly unaffordable for the residents of Poughkeepsie, a byproduct of both depressed income and elevated housing costs in the City. For context, the median household income in Poughkeepsie is 46% lower than the median income of Dutchess County as of 2019. Furthermore, from 2010 to 2019, household income decreased by 2% while inflation-	

adjusted median rent increased by 2%. To put this bleak picture in greater relief, there are extremely long waiting lists for subsidized housing and homelessness among students grew for 5 straight years between 2014 and 2019. (The 2022 Housing Needs Assessment report can be made available upon request.) This trend highlights the fragility of the Poughkeepsie housing market and the challenges that many renters face. Moreover, the proximity of the Project to the rapidly developing Main Street and other significant economic nodes such as the Poughkeepsie Station presents an opportunity to allow for tenants who would otherwise be subject to the displacement/exclusionary forces of gentrification to contribute to and participate in the ongoing revival of Poughkeepsie. The proposed Project will have a significant impact by preserving 179 units of high-quality affordable housing.

The unfortunate reality of today's real estate market is that projects such as the aforementioned stand little chance of coming to fruition without the vital support of local stakeholders. This includes the financial support of the IDA through the requested assistance of approximately \$37.9 million in addition to the requested PILOT. With total construction costs projected to be in excess of \$13 million and total development costs exceeding \$70 million, the requested financial assistance of the IDA is critical to not only the Project's success but also the undertaking of the Project in general. In conclusion, the Project will not be able to proceed without the IDA's financial assistance.

Section III: Development Project Information

A. Existing Development Site

(1) Location	
a. Commonly or Historically Known Property Name (if any)	Rip Van Winkle Apartments
b. Street Address(es)	10 Rinaldi Boulevard
c. City	Poughkeepsie
d. State	NY
e. Zip Code	12601
f. Lot / Block / Parcel Number(s)	131300-6062-74-749131-0000
g. IDA UTEP Target Location*	All Other City Areas

* *Note: IDA UTEP Target Locations*

- o Main Street Center – Main Street between Market Street and Grand Avenue*
- o City Core - Areas between Eastbound and Westbound arterial bordered by Western Arterial and Grand Street, excluding the Main Street Center (above)*
- o Industrial Zone – Smith Street from Mansion Street to Salt Point Turnpike. All of Cottage Street, all of Oakley Street, all of Pershing Avenue*
- o Walkway-Over-The-Hudson Area – Washington Street between Brookside Avenue and Taylor Avenue, Parker Avenue between Washington Street and Clinton Street*
- o All Other City Areas – Any area within the City of Poughkeepsie not included in locations listed above*

Provide Map and/or Survey of Project Site in Required Exhibit III. A. (1)

(2) Characteristics and Condition	
(2a) Land	
a. Identify any and each parcel (listed above in Section III.A.(1).f.) that is open land or vacant infill	N/A
b. Land area (SQFT or ACRES) for each parcel (listed above in Section III.A.(1).f.)	213,444
c. Total combined land area (SQFT or ACRES) for entire Project	213,444
d. List any known contaminants or any other hazardous conditions present on the Project site land	N/A
(2b) Existing Structures	
a. Identify all existing structures or features on Project site	1, 18-story building
b. Indicate current use of all existing structures	Multifamily, residential
c. Identify any and all existing structures that are blighted or abandoned	N/A
d. Identify all existing structures with historic / landmark designation	N/A
e. Floor area for each existing structure on Project site (SQFT)	221,846
f. Total combined floor area of all existing structures on Project site (SQFT)	221,846
g. List any known contaminants or any other hazardous conditions present in any existing structures	Asbestos-Containing Building Materials will be abated as needed. Lead based paint will be handled in-place. O&M plans will be adhered to.

Provide photos of Project site and all existing structures and features in Required Exhibit III. A. (2)

SURVEY NOTES

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2. 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.
3. Only boundary survey maps with the surveyor's embossed or red inked seal are genuine true and correct copies of the surveyor's original work and opinion. A copy of this document without a proper application of the surveyor's embossed or red inked seal should be assumed to be an unauthorized copy.
4. Certifications on this boundary survey map signify that the map was prepared in accordance with the current existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on this boundary survey map.
5. The certifications herein are not transferable.
6. The location of underground improvements or encroachments are not always known and often must be estimated. If any underground improvements or encroachments exist or are shown, the improvements or encroachments are not covered by this certificate.
7. Subject to covenants, easements, restrictions, conditions and agreements of record.
8. Subject to any right, title or interest the public may have for highway use.
9. Bearings and North shown hereon are referenced to NAD 83-NY East using NYSNET RTN GPS.
10. Contour interval is two foot. Elevations shown hereon are referenced to NAVD 88 using NYSNET RTN GPS.

DATE OF SURVEY

Field Completion: January 10, 2022

AREA

215,915 Square Feet
4.957 Acres

DEED REFERENCE

Doc. #02 2005 1145
Rip Van Winkle Co.
To
Rip Van Winkle House, LLC
February 4, 2005

TAX PARCEL NUMBER

City of Poughkeepsie, Dutchess County, New York
6062-74-749131

ADDRESS

10 Rinaldi Blvd
Poughkeepsie, NY 12601

TITLE REPORT REFERENCE

Prepared By: Royal Abstract of New York, LLC
Prepared For: Rip Van Winkle House, LLC
Title No.: 914886
Report Date: 8/4/2022

SCHEDULE B EXCEPTIONS

5. - Utility Easements-Liber 1316, Page 657-as shown herein

FLOOD ZONE

Subject Parcel is located Zone "X" Unshaded, Area determined to be outside the 0.2% annual chance floodplain as per Flood Insurance Rate Map.
No. 3602700354E Effective Date: May 2, 2012

PARKING

Total (including handicap)- 148
Handicap - 8

ZONING

Subject Parcel is located within the Waterfront Transit Oriented Development (WTOPOD) District as per map entitled "City of Poughkeepsie Zoning Districts" prepared by City of Poughkeepsie Planning Department.
Issued: November 29, 2019

Zoning and Land Use Regulations
19 Attachment 1

Min Lot Area	Required
Min Lot Width	1,600 ft ²
Min Front Yard	120 ft
Min Side Yard	20 ft
Min Rear Yard	15 ft
Usable Open Space	25 ft
Max Bld Coverage	400 ft ²
Min Street Frontage	70%
Max Height	100 ft
	none

Now or Formerly
City of Poughkeepsie
Liber 1450, Page 726
6062-74-718136

Now or Formerly
City of Poughkeepsie
6062-82-720091

JOHNSON

SURVEYING

BRENDAN JOHNSON, PLS

10 Meadow Lane

Pleasant Valley, NY 12569

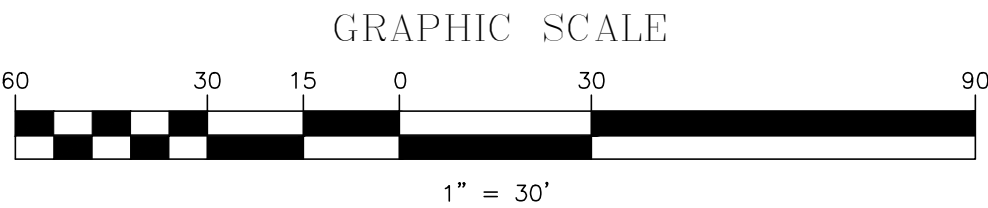
Phone No. (845) 380-0528

johnsonboundaries@gmail.com

Copyright

2014

1	2/28/23	Topo and inverts	
rev.	date	description	



SURVEYOR'S CERTIFICATION

TO:

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 2, 3, 4, 6a, 7a, 7b, 7b1, 7c, 8, 9, 10, 13, 14, 16, 17, 18 and 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON December 10, 2022.

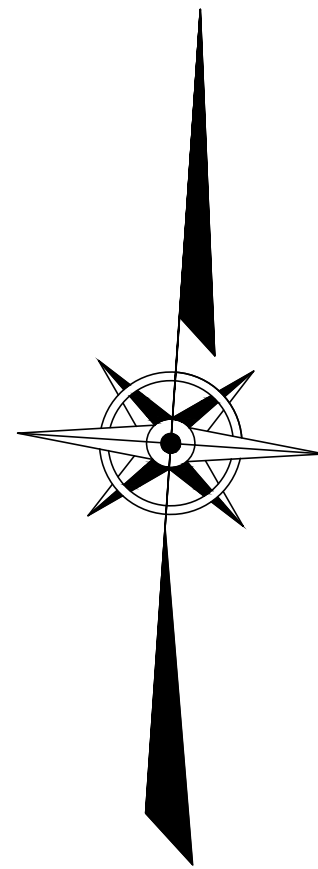
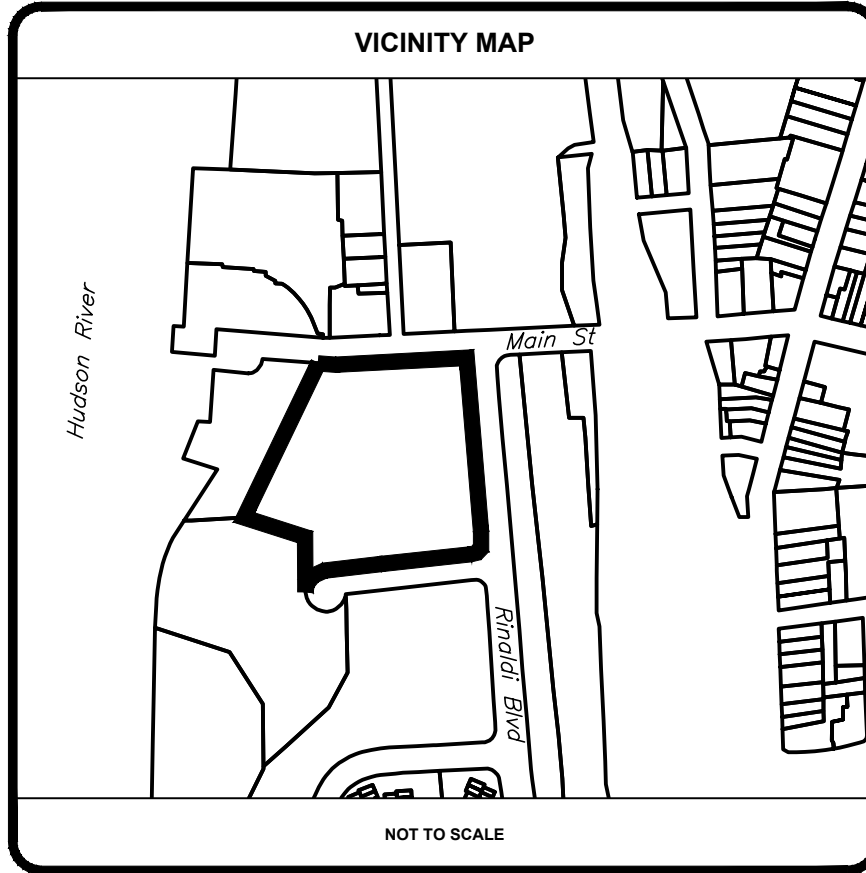
DATE OF MAP December 16, 2022

BRENDAN JOHNSON, P.L.S.
P.L.S. No. 50919

10 RINALDI BLVD
ALTA/NSPS SURVEY
PREPARED FOR
RIP VAN WINKLE HOUSE, LLC

CITY OF POUGHKEEPSIE, COUNTY OF DUTCHESS, STATE OF NEW YORK

tax id	6062-74-749131
address	10 RINALDI BLVD
date	12/16/2022
scale	1"=30'
project no.	22-179
project name	10 RINALDI BLVD
sheet	1 OF 1

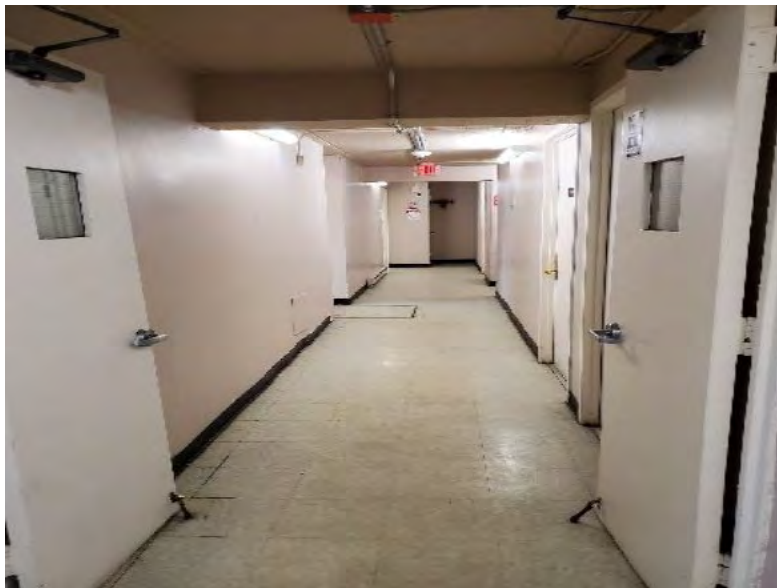


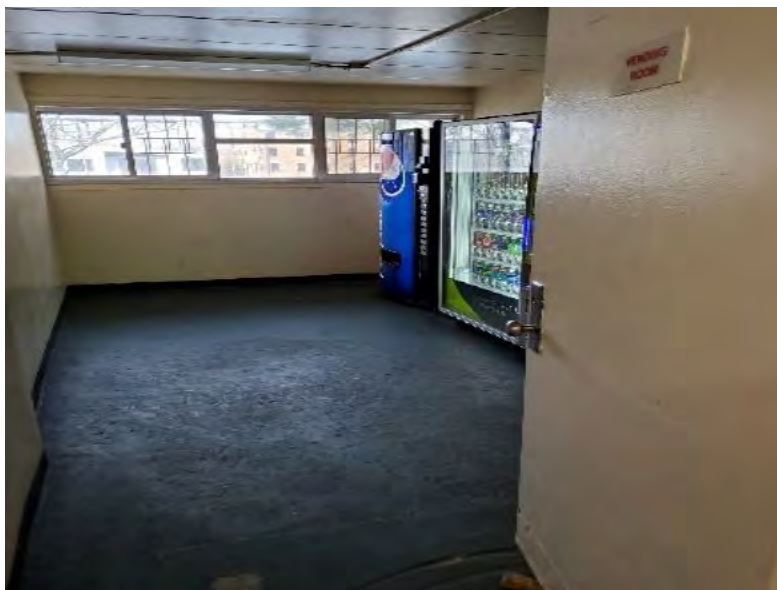
Rip Van Winkle Apartments

Property Photos





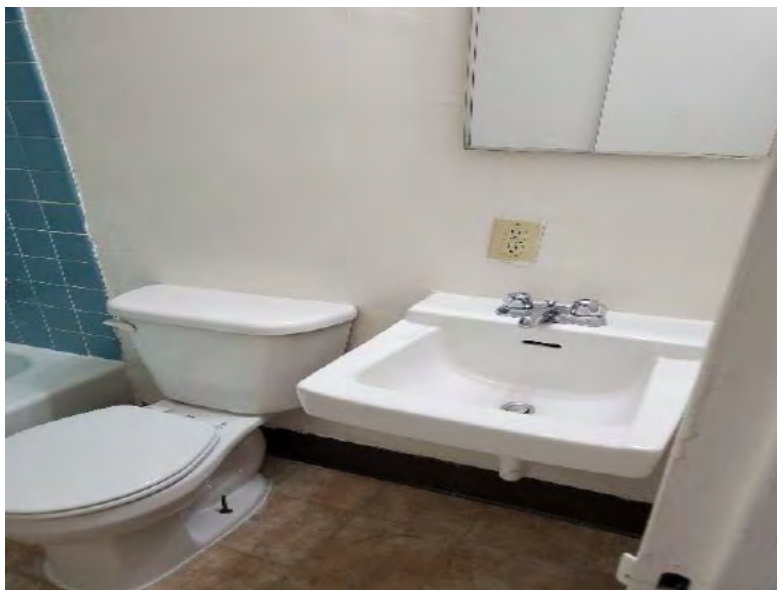
















(3) Current Annual Taxes for Each Parcel Included in Project Site

Parcels	A	B	C	D	E
a. Street Address	10 Rinaldi Boulevard				
b. Lot/Block/Parcel Number	131300-6062-74-749131-0000				
c. Tax Assessment Year	2022				
d. Tax Assessment Value (\$)	12,530,000.00				
e. Tax Rate per \$1,000 of Assessed Value (\$)	37.61				
f. Real Property Taxes (\$)	189,294.73				
g. County Taxes (\$)	31,254.58				
h. School Taxes (\$)	225,472.24				
i. Library Taxes (\$)	25,214.17				
Total Annual Parcel Taxes (\$)	471,235.72				

TOTAL OVERALL ANNUAL TAXES FOR ALL PARCELS COMBINED (\$)	471,235.72
---	-------------------

Include copy of tax bills for all taxes on all and each existing properties and parcels that are part of Project site in Required Exhibit III. A. (3)

B. Proposed Development Project

(1) Description

Describe the type of Project, proposed location and purpose of the Project, use(s), Size of land area and building(s), physical relationship to and impact on immediate surrounding area, value to the City of Poughkeepsie, major encumbrances to Project completion, time to complete Project.

Provide site configuration, map, and renderings of all structures and street scenes and, if available, third party feasibility study for finished Project in Required Exhibit III. B. (1)

(2) Scope and Size

(2a) Project Phasing

a. Is the Project part of a larger multiphase Project? <i>(Yes or No)</i>	No
b. Is the Project itself an aggregate multiphase Project? <i>(Yes or No)</i>	No

(2b) Disposition and Modification of Existing Buildings / Structures / Facilities

a. Will the Project entail significant historic restoration? <i>(Yes or No)</i>	No
b. Will the Project preserve and make adaptive re-use of existing structures? <i>(Yes or No)</i>	No
c. Identify all existing structures or features that will be preserved or adapted	N/A
d. Identify all existing structures or features that will be demolished	N/A
e. Indicate floor area and number of floors for each existing structure that will be preserved or adapted	N/A
f. Identify all other exiting site facilities and features on the development site that will be preserved or adapted	N/A

2023 TAX BILL : THE CITY OF POUGHKEEPSIE, NY

Bill No. 005586

Fiscal Year: 01/01/23 to 12/31/23

Warrant Date: 01/05/23

Sequence No. 003325

MAKE CHECKS PAYABLE TO:

The City Of Poughkeepsie

MAIL CHECKS TO:City of Poughkeepsie
PO Box 1690
Buffalo, NY 14240-1690**TO PAY IN PERSON:**City Of Poughkeepsie City Hall
62 Civic Center Plaza, 1st Floor
Tax Division
Poughkeepsie, NY 12601
Monday - Friday 8:30am-4:30pm
(845) 451- 4030 / 4031

SWIS: 131300 GRID: 6062-74-749131-0000

Address: 10 RINALDI BLVD

Account No.: 291090

Parcel Dimensions: 4.90

Property Class: 411 Apartment

NON-HOMESTEAD PARCEL

Please Write Account No. In Memo

Bank Code:

Roll Sect. 1

**PAYMENTS CAN ALSO BE MADE ONLINE BY E-CHECK OR
DEBIT/CREDIT CARD AT WWW.CITYOFPOUGHKEEPSIE.COM AND
CLICK ON "MAKE A PAYMENT"**

Estimated State Aid: CNTY 93,726,697

CITY 6,281,197

Library 281,685

PROPERTY TAXPAYER'S BILL OF RIGHTS:

The assessor estimates the Full Market Value of this property as of 7/1/21 \$12,530,000

The Total Assessed Value of this property is \$12,530,000

The Uniform Percentage of Value used to establish assessments in your municipality was: 100%

A publication entitled 'Contesting Your Assessment in New York State' is available online at www.tax.ny.gov/pdf/publications/orpts/grievancebooklet.pdf. Please note that the period for filing complaints on this assessment has passed. You may be eligible for a senior citizen tax exemption on your primary residence if you are over 65 years of age and meet the income requirement. Other exemptions may also be available. For more information, please contact your Assessor's office at (845) 451-4040. You must apply by March 1st. If the words "Prior Taxes Due" appear on the tax bill below, please call the Tax Division for more information at (845) 451-4030/4031.

PLEASE NOTE: In December 2021, LL-21-05 was signed into legislation. The new law eliminates the "Installment Fee" also known as the "Late Fee". There shall be no interest or penalty on taxes paid in full on or before February 15. When not paid in full by February 15, partial payments in any amount will be accepted by the Commissioner of Finance until balance is paid in full. Payments shall be applied in the following order: Outstanding Fees, Interest, Oldest Tax Due. Payments made February 16 or after shall be subject to interest charges at 1% per month retroactive to January 1 on the outstanding remaining principal balance.

Exemption	Value	Tax Purpose	Full Value Estimate
-----------	-------	-------------	---------------------

Property Taxes Taxing Purpose	Total Tax levy	% Chg From Prior Yr	Taxable Value	Tax Rate per \$1000	Tax Amount
County Tax	\$99,349,678	-0.4	\$12,530,000	2.494380	\$31,254.58
City Tax	\$26,418,809	2.2	\$12,530,000	15.107321	\$189,294.73
Greater Pok Lib Dist TOTAL	\$3,521,653	2.7	\$12,530,000	2.012304	\$25,214.17

RETURN THE RECEIVER'S STUB BELOW WITH PAYMENT INCLUDING YOUR ACCOUNT NO. IN THE MEMO OF CHECK

RECEIVER'S STUB (RETURN WITH PAYMENT)

TOTAL TAXES DUE BY 02/15/23 : \$245,763.48

Account No.: 291090

Address: 10 RINALDI BLVD

Owner: RIP VAN WINKLE HOUSE LLC

PK MANAGEMENT LLC/ACCOUNTING

26301 CURTISS WRIGHT PARKWAYST

Would you like a receipt sent to you? ☐ Yes ☐ No

BC

2/9/23





Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

You can view or hide tax bill detail and any payments by clicking the bar near the bottom of the page.

If the property appears in other tax years, you can quickly view the tax history for the property. Just select a tax year from the drop-down list at the top of the page.

To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

[Re-enter search conditions](#)

For Tax Year: 2022 School Tax (2022-2023) ▼

Last Updated: 12/13/22 11:30 am

Owner:	Tax Map # 6062-74-749131-0000
Rip Van Winkle House LLC	Tax Bill # 291090
PK Management LLC/Accounting	Bank Code:
26301 Curtiss Wright ParkwaySt	School Code: 131300
Richmond Hts, OH 44143	Property Class: 411 Tax Roll: 1
Location: 10 Rinaldi Blvd	Acreage: 4.9
SWIS: 131300 Poughkeepsie	Frontage: Liber: 22005
	Depth: Page: 1145

Full Value:	12,530,000
Assessment:	12,530,000
STAR Savings:	0.00
Tax Amount:	225,472.24
Tax Paid:	225,472.24
Balance:	0.00

☒ (Hide Bill and Payment Details...)

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
School (Non-Homestead)	31,258,258	12,530,000	17.994592	225,472.24

Pmt Date	Payor	Check #	Tax Paid	Fees Paid
09/02/22	Rip Van Winkle House LLC	39-00002	225,472.24	

Tax Balance does not include any accrued Late Fees

**Payments shown may not include
payments made directly to the County**

[Payment Schedule](#)

[Tax Certification](#)

Exhibit III.B.1 – Proposed Development Project

Originally built in 1968 on over 4.9 acres, Rip Van Winkle (“RVW” or the “Property”) is a 179-unit, single eighteen (18) story elevator high-rise building located at 10 Rinaldi Boulevard in Poughkeepsie, New York, directly adjacent to the Hudson River. The Property serves low-income families that qualify for Section 8 housing. The unit mix is comprised of 37 one-bedroom units, 90 two-bedroom units, 40 three-bedroom units and 12 four-bedroom units. With the varied unit mix, the property caters to families and households of all sizes, as well as residents of all ages. Tenancy is not restricted by physical disability and/or age. The Property benefits from open air on-site parking with approximately 169 spots provided on a first-come-first-served basis. Community amenities include access to a laundry room, community room, business center, front desk reception, management office, and vending machines. Further, the Property is well secured with security cameras monitored by management, and a patrol guard. The Property is and will continue to be managed by PK Management, LLC (“PK”), a professional property management company with a national, diversified portfolio. While the Property has been well-maintained, it is in significant need of capital investment and rehabilitation.

The property is located in Poughkeepsie, a city within Dutchess County, New York and a part of the Poughkeepsie-Newburgh-Middletown MSA. As part of the Poughkeepsie West neighborhood, the asset is bound by US 9 to the east, US 44 to the south, Spruce Street to the north and the Hudson River to the west and is zoned as a Waterfront Transit Oriented Development. Proximity to the aforementioned thruways allows for easy access to the broader Poughkeepsie and New York State area. In addition, The Mid-Hudson Bridge serves as a crossing to the Hudson River and provides access to Highland, New York.

The immediate neighborhood is mostly made up of small and midsize apartment complexes built between 1940-1969 that are mostly renter-occupied. The city is comprised of a mixture of blue- and white-collar families with the median household income of \$41,994 per capita in 2021. No significant crime activities have been noted on the property within the last two years, and a robust security plan will be in place at all times.

Applicant (“Sponsor”) proposes to form a new single-purpose entity to acquire RVW and enter into new tax-exempt bond and low-income housing tax credit (LIHTC) regulatory agreements extending affordability for at least an additional 30 years from closing. Doing so will ensure the continued affordability for current and future residents of RVW. As RVW is an existing building, the construction itself is expected to have minimal impact on the surrounding community, if any. That said, once complete, it is expected that RVW will once again be an asset to the community that residents, neighbors, elected officials and other stakeholders can be proud of.

In connection with the transaction, Sponsor plans to complete a comprehensive rehabilitation of the property, while striving to achieve MWBE and local hiring utilization goals. It is anticipated that, in addition to standard building permits, the project will require the following approvals in connection with the addition of an approximately 2,000 SQFT community room as well as certain façade/window repairs: Zoning Board of Appeals review/approval, Planning Board review/approval, and Poughkeepsie Design review/approval.

The scope of the proposed renovations totaling about \$12,200,000 in contract costs or more than \$68,000 per unit (excluding contingencies) addresses issues identified by a recently completed Integrated Physical Needs Assessment and includes in-unit and exterior updates as follows: (i) Unit Interiors: new counters, cabinets, fixtures, appliances, lighting, tubs, flooring, painting and asbestos remediation (as needed) plus a certain number of units will be made fully handicap/ADA-compliant to improve site accessibility; (ii)

Common Areas: new flooring, painting, and updates/upgrades to the office, laundry, mail and community room; (iii) Exterior: upgrades will include changes to exterior lighting, parking lot repairs, a playground and landscaping, among other items. Finally, free in-unit Wi-Fi will be added throughout the property for the benefit of residents by virtue of an investment of approximately \$250,000.

It is anticipated that the renovation work would begin shortly after closing the recapitalization and be completed within a 12-month timeframe. Sponsor and PK will prioritize resident comfort and minimize disruption as much as possible during construction, but renovations will need to be accomplished with temporary relocation. Residents will not be able to remain in their respective apartments while in-unit interior work is being undertaken. Instead, when a block of apartments is scheduled for renovation, the affected residents will move into “on-site hotel” units at the property or actual off-site hotel rooms arranged in advance by management. Any unoccupied units at the time Sponsor commences construction may be used as on-site hotel units.

With the help of professional movers coordinated by management and the general contractor, residents will be able to move all necessities and essential belongings into the on-site hotel units or to the off-site hotel rooms, with larger items to remain in the unit or be placed in secure storage (as needed). On-site hotel units will be furnished and will offer standard appliances and basic kitchen supplies. Residents living in the units slated to undergo full ADA upgrades will be temporarily housed in off-site extended-stay hotel rooms for the duration of the in-unit interior work. Once respective unit renovations are completed, all residents will return to their own apartments and any items or furnishings placed in storage will be returned as well. Strict cleaning protocols will be followed by management and by the general contractor as residents move in and out of units at the property. In addition, all temporary housing units (both on-site and off-site units) will be inspected before use in order to ensure decent, safe, and sanitary housing standards are met. The project will not involve any owner-imposed permanent relocation of tenants.

In addition to the renovation, ownership will coordinate with the Related Affordable Foundation (“RAF”) to bring additional resources and resident services to the property. RAF is a charitable, tax-exempt 501(c)(3) organization committed to enriching the lives of affordable housing residents and breaking the generational cycle of poverty. Established in 2016, RAF sponsors impactful programs and activities in the areas of education, food security, health and wellness, and workforce development.

g. Indicate total combined floor area of all existing structures that will be preserved or adapted	N/A
h. Indicate total additional floor area and number of floors to be added to each existing structure	N/A

(2c) Buildings / Structures / Facilities

For each Project Building, Structure or Facility (BSF), provide the following:	BSF 1	BSF 2	BSF 3	BSF 4	BSF 5
a. BSF Name / Identifier	Residential building				
b. Description / Use	Residential, Multifamily				
c. Footprint Area (SQFT)	10,000				
d. Floor Area (SQFT)	221,846				
e. Number of Floors	18				
f. Height (Feet)	147 feet, 3 inches				

TOTAL FOOTPRINT FOR ALL BSFs COMBINED (SQFT)	10,000
---	--------

TOTAL FLOOR AREA FOR ALL BSFs COMBINED (SQFT)	221,846
--	---------

(2d) Project Usage Portions (SQFT)

Types of Use	Total Floor Area	Percent Total Floor Area	Percent Total Project Cost (%)	Total Rentable/Sellable Floor Area	Owner Operated Floor Area	Floor Area Leased to Independent Operator(s)
a. Industrial						
b. Office						
c. Retail*						
d. Lodging						
e. Residential Rental	221,846	100%	100%	146,684	221,846	0
f. Condo/Coop						
g. Other	Specify:					

TOTAL	221,846	100%	100%	146,684	221,846	0
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(2e) Size and Number of Unit Types

Unit Types	Total Units	Rental				Condo or Coop			
		Unit Size (SQFT)	Number of Units			Unit Size (SQFT)	Number of Units		
			Market Rate	Affordable*			Market Rate	Affordable*	
				County	City			County	City
a. Studios									
b. 1 Bedrooms	37	632	0	37					
c. 2 Bedrooms	90	770	0	90					
d. 3+ Bedrooms	40/12	984/1,220	0	52					
e. SROs									
f. Lodging Rooms									
g. Commercial									

TOTAL	179		0	179					
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(2f) Indoor Shared Facilities and Features

Facility / Feature Name	Description	Total Square Footage
a. N/A	N/A	N/A
b.		
c.		
d.		
e.		

(2g) Outdoor Facilities and Features

Facility / Feature Name	Description	Total Land Area
a. N/A	N/A	N/A
b.		
c.		
d.		
e.		

(2h) Public Improvements

Facility / Feature Name	Description	Total Land Area
a. N/A	N/A	N/A
b.		
c.		

*** Note:**

- o Affordable Housing = US Federal Department of Housing and Urban Development Definition of Housing Affordability – Defined as 30% of Area Medium Income (AMI) with specific AMIs established as of the date of the Applicant's Application. AMI = Area Median Income. Affordable = Affordability based on both Dutchess County, NY AMI and separately based on the City of Poughkeepsie, NY Median Income.
- o For purposes of the question regarding Retail portions of proposed Project, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

Provide building interior floor plans and schematics of exteriors indicating types of use, total floor area, total rentable or sellable unit floor area, and schematics showing land area, dimensions, and placement of all outdoor features and structures; and explanations of any project phasing or modification of existing buildings, structures and facilities in Required Exhibit III. B. (2)

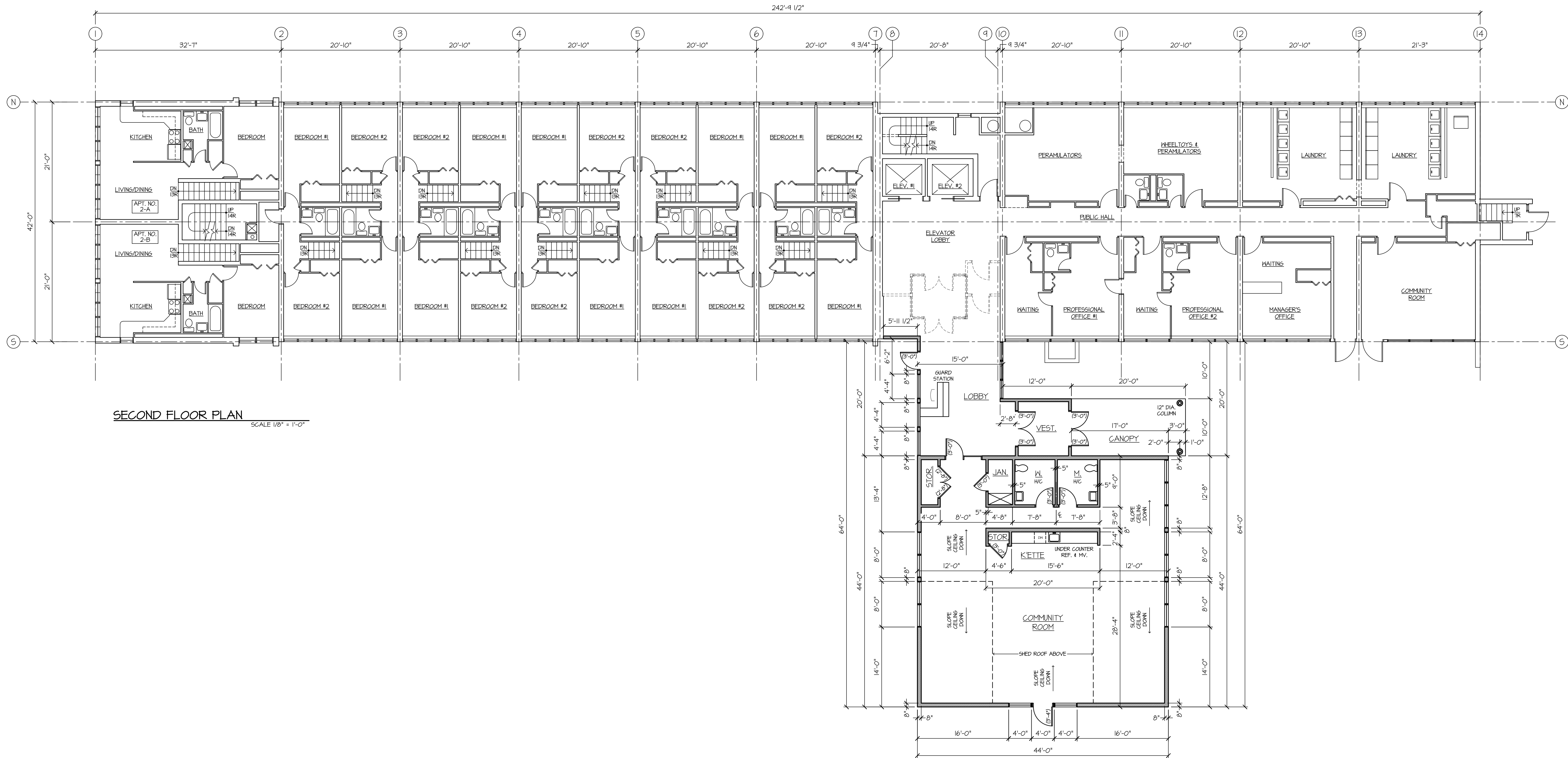
(3) Costs (\$)

(3a) Project Site

a. Market Value of Land and/or Land with Existing Buildings & Structures Included in Project, already owned by Project Owner(s)	N/A
b. Equipment and Furnishings	N/A
c. Cost of Acquisition of Land and/or Land and Existing Buildings & Structures	42,000,000

(3b) Construction

a. Environmental Remediation	537,000
------------------------------	---------



SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"

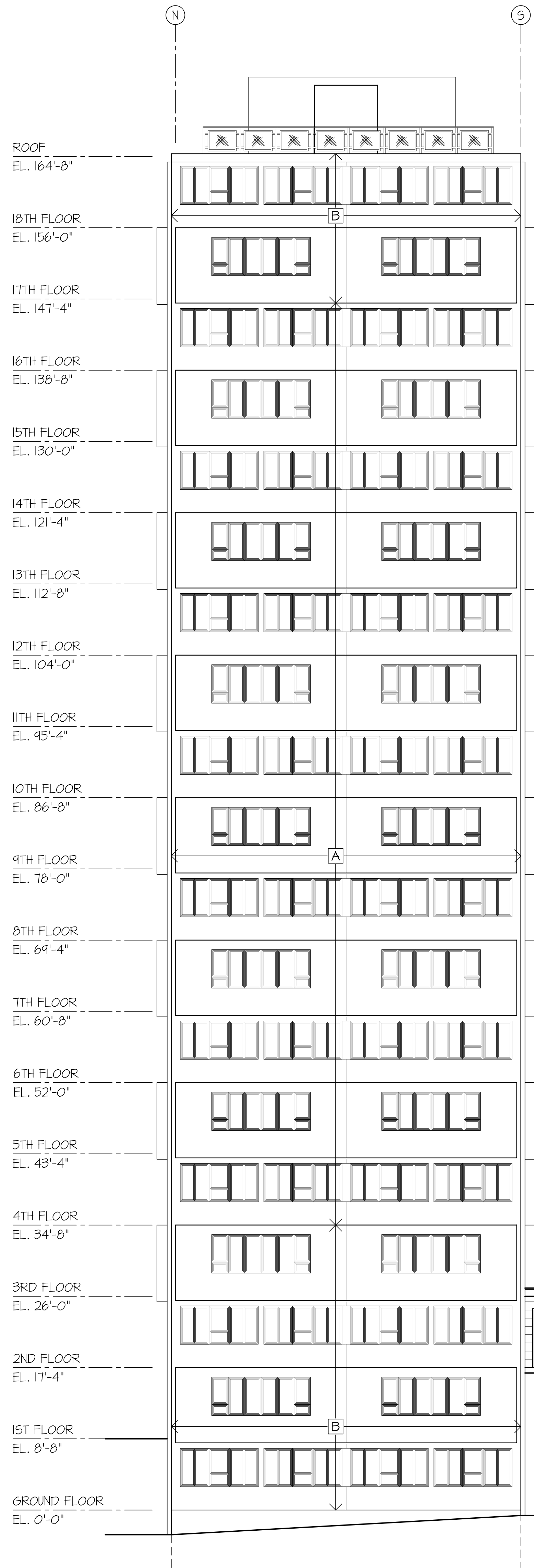
KEY		
	NEW WALL	
	EXISTING WALL	
	ITEM TO BE REMOVED	

REHABILITATION & ADDITION
RIP VAN WINKLE HOMES
10 RIVALDI BOULEVARD
POGKEEPSIE, N.Y. 12801

by DRL scale A.N.
ckd. rvsd.
app. issue
no. 22-1008 date 3/2/23

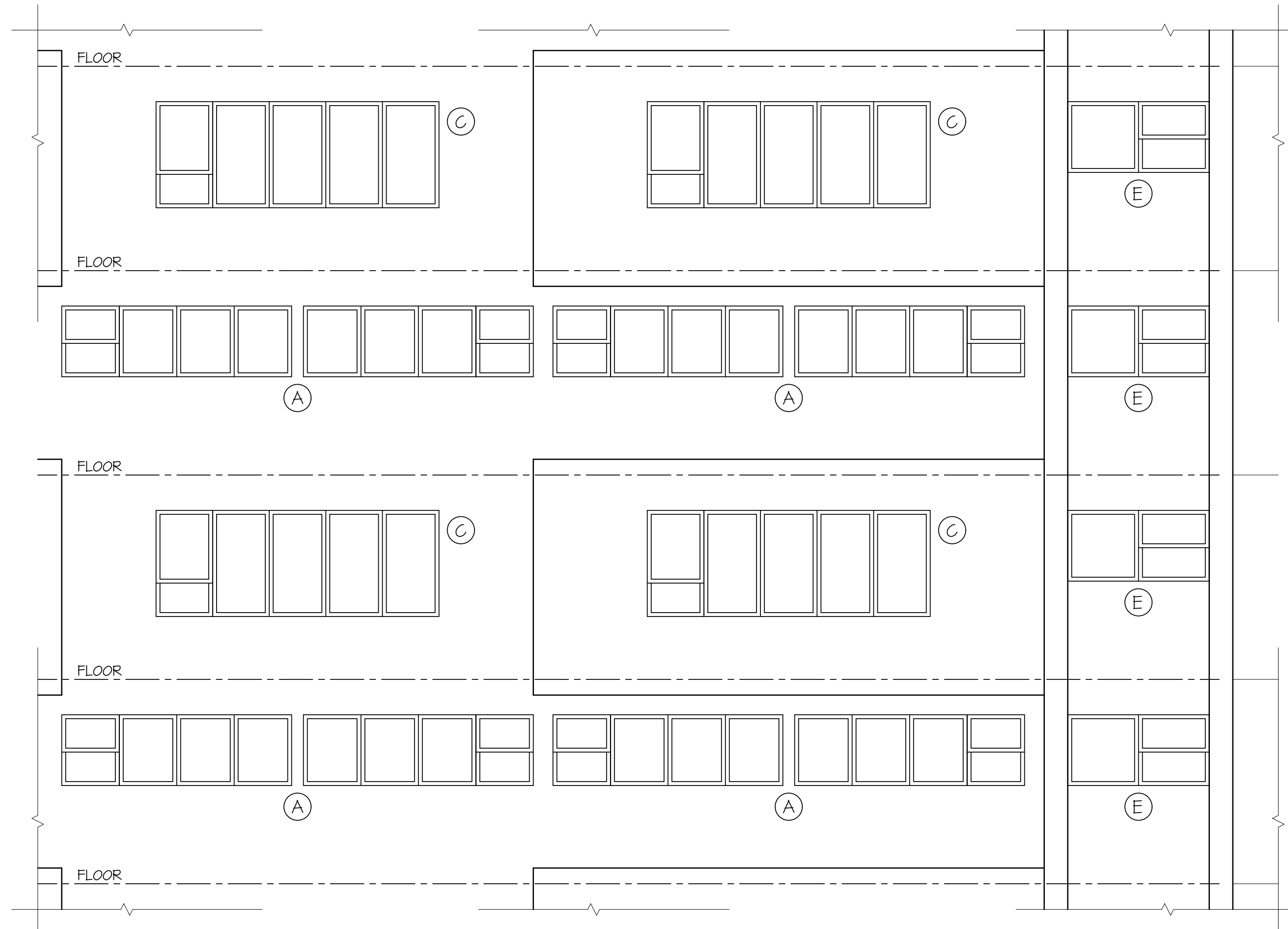
SD 1

KURZON
ARCHITECTS
90 STATE STREET ALBANY, N.Y. 12207
518-463-3492 FAX 518-465-8902



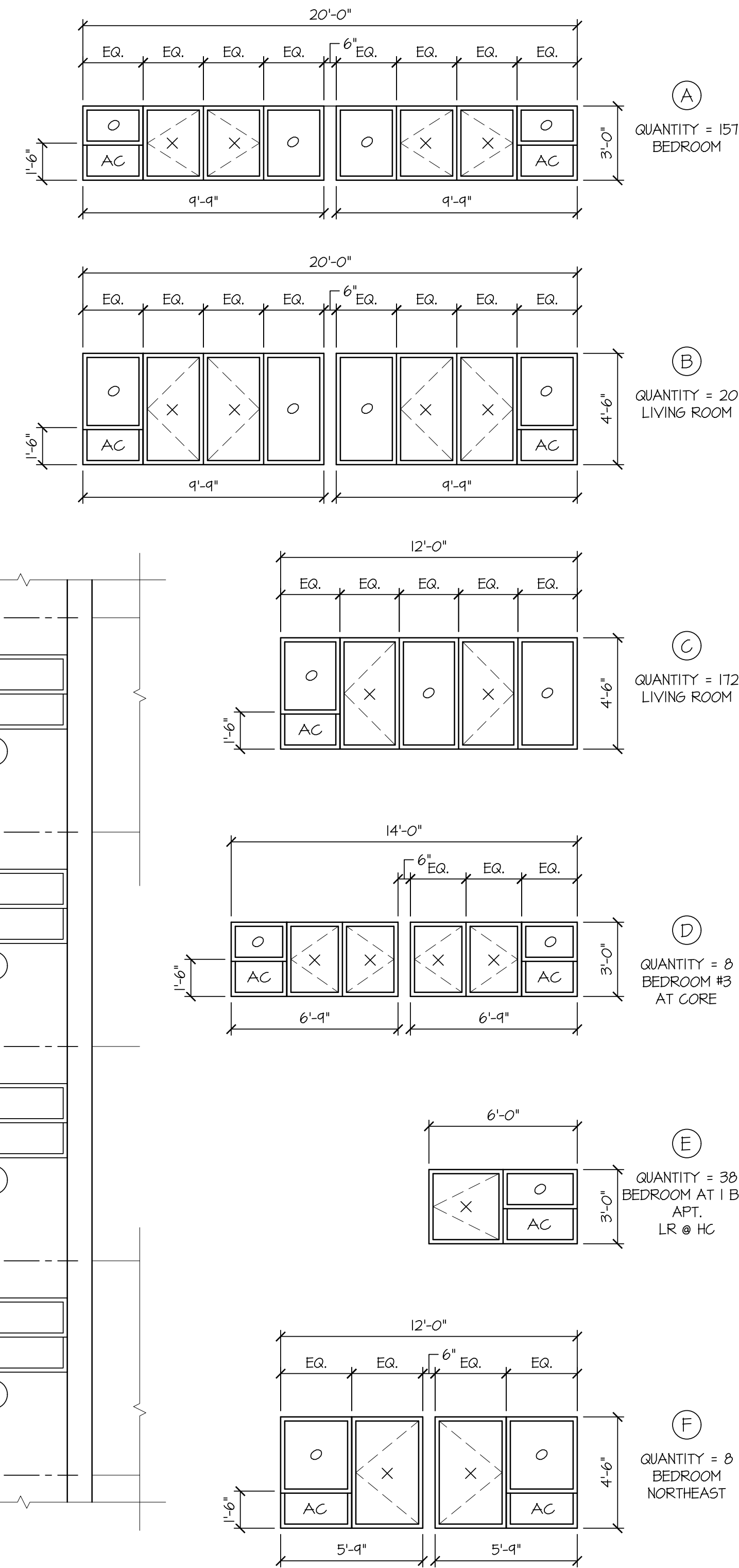
WEST ELEVATION

SCALE 1/8" = 1'-0"



PARTIAL ELEVATION

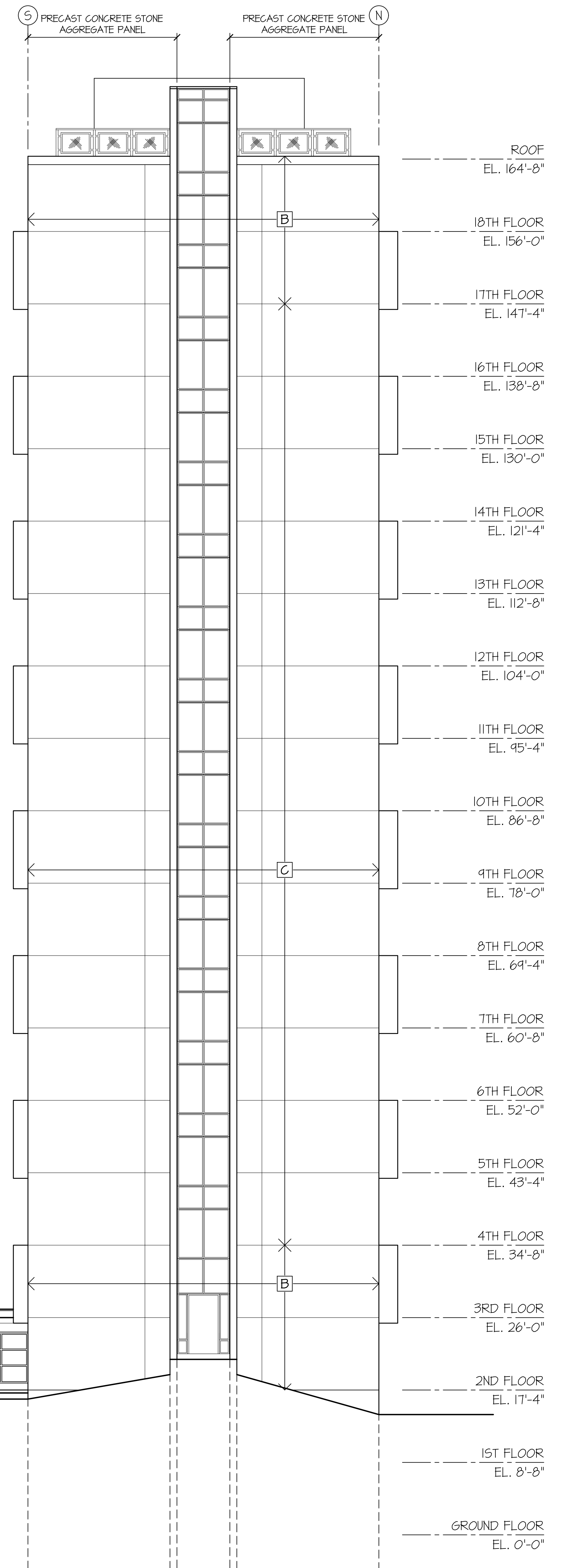
SCALE 1/4" = 1'-0"



REPLACEMENT WINDOWS

SCALE 1/4" = 1'-0"

INTUS WINDOW CO.
U = .029, DP 10
LOW E GLASS
BLACK POLYMER FRAMES

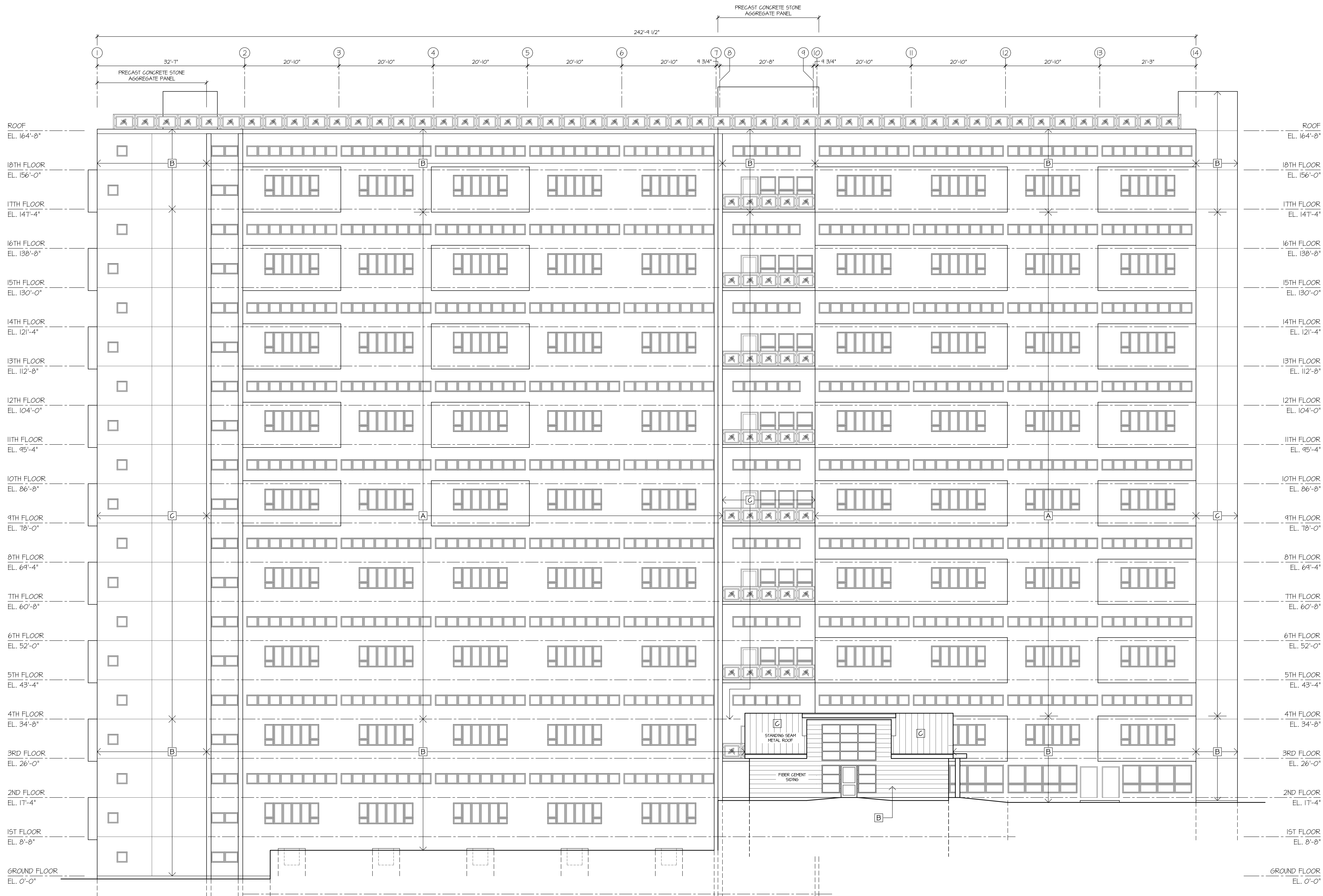


EAST ELEVATION

SCALE 1/8" = 1'-0"

- NOTE:
- EXISTING EXTERIOR IS PAINTED PRECAST CONCRETE UNLESS OTHERWISE NOTED.
 - PAINT ALL EXTERIOR SURFACES AS INDICATED.

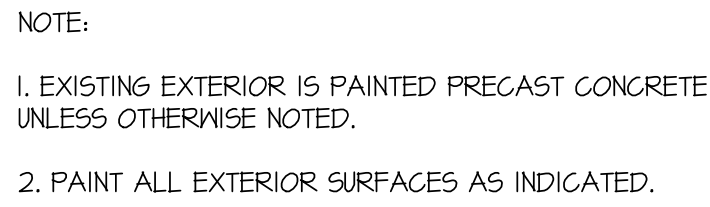
- [A] WARM WHITE
[B] MEDIUM WARM GRAY
[C] DARK GRAY



NOTE:
1. EXISTING EXTERIOR IS PAINTED PRECAST CONCRETE UNLESS OTHERWISE NOTED.
2. PAINT ALL EXTERIOR SURFACES AS INDICATED.

- A** WARM WHITE
B MEDIUM WARM GRAY
C DARK GRAY

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



☐ A WARM WHITE

☐ B MEDIUM WARM GRAY

☐ C DARK GRAY

b. Site Preparation	100,000
c. Reconstruction and Renovation of Existing Buildings & Structures	9,430,650
d. Additions to Existing Buildings & Structures	500,000
e. New Buildings & Structures	
f. Infrastructure (if not included in other construction line items)	125,000
g. Outdoor Facilities (e.g., Pool, Parking Garage, Walking Paths etc.)	260,000
h. Landscaping	150,000
i. Public Improvements	

(3c) Equipment

a. Manufacturing Equipment Costs	
b. Non-Manufacturing Costs	

(3d) Non-Construction

a. Soft Costs (e.g., architect, legal fees etc.)	12,875,300
b. Carrying Costs	2,095,400
c. Other Pre and Post Construction Costs	1,554,400
d. Contingency	1,268,900

TOTAL PROJECT COSTS (\$)	70,962,600
---------------------------------	-------------------

(4) Source of Funds (\$)

Sources	Provider(s)	Amount (\$)
a. Owner(s) Cash Equity (excluding grants/tax credits)		
b. Owner(s) Equity in Development Site		
c. Bank Financing	Capital One	33,780,000
d. Private Sector Financing		
e. Other Real Property Tax Exemptions (not from City IDA)		
f. Grants (Federal, State, County, and Local)		
g. Tax Credits (Federal, State, County and Local)	Hudson Housing Capital LLC / NYSERDA	28,019,900 / 501,200
h. Taxable Bond Issuance (not Provided by City IDA)		
i. Tax-Exempt Bond Issuance (not Provided by City IDA)		
j. Other Sources	<i>Specify: Deferred Developer Fee / Income from Operations</i>	Developer / Property 6,507,100 / 2,154,400

TOTAL PROJECT FUNDS (\$)	70,962,600
---------------------------------	-------------------

Provide documentation of approvals or commitment for all source of funds and financial assistance and proof of valuation and Owner equity of all property currently owned that is to be included in Project in Required Exhibit III. B. (3-4)

(5) Annual Property Taxes for Finished Project (Without Agency Assistance) – Year 1*

a. Assessment Year	Unknown
b. Tax Assessment (\$)	Unknown
c. Real Property Tax (\$)	Unknown

Exhibit III.B.3 – Source of Funds

The project will be financed through a combination of federal low income housing tax credits (LIHTCs) and tax exempt bonds. Note that the requested tax exempt bond amount reflects the amount that will be required to meet the 50% Test under (IRC) Section 42(h)(4)(B). An LOI from the LIHTC investor is attached herein. A debt LOI is under negotiation and can be provided following the initial submission.

As discussed in Exhibit III.B.5, the project is not feasible without the requested Agency Assistance; therefore, it is not possible to provide annual financial projections for a scenario that does not contemplate the aforementioned assistance. Current project proforma can be provided upon request.

HUDSON

HOUSING CAPITAL

December 14, 2022

Mr. David Pearson
Related Companies
30 Hudson Yards
New York, NY 10001

Re: **Rip Van Winkle Apartments – Poughkeepsie, NY**

Dear David:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited partnership interest in the limited partnership that will own Rip Van Winkle Apartments (the “Partnership”).

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits (“Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

Set forth is our proposal as to the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% limited partnership interest in the Partnership which will be the beneficial owner of a 179-unit complex in Poughkeepsie, New York (the “Property”). You have advised us that an entity owned by an affiliate of The Related Companies, L.P. (“Related”), a special purpose entity, will be the general partner of the Partnership (the “General Partner”). An entity indirectly owned by Related (the “Developer”) will be the developer of the Property. Related (the “Guarantor”) shall guarantee the obligations of the General Partner with respect to tax credit adjusters, the repurchase of Hudson’s limited partnership interests, development deficits and operating deficits, payment of the Developer Fee in full (within fifteen (15) years of completion or upon default or removal), any “Sale Surplus” (as such term is used herein), environmental compliance and general indemnity obligations in instances of a default under the partnership agreement to be entered into between the parties (the “Partnership Agreement”). The Guarantor will be required to maintain minimum liquidity (unrestricted cash and marketable securities) of \$5,000,000 and net worth of \$10,000,000 for the duration of the compliance period (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Partnership as a special limited partner (the “Special Limited Partner” or “SLP”) with limited supervisory rights.

You have further advised us that the Property is expected to receive an allocation of 4% Low-Income Housing Tax Credits (“Tax Credits”) in the annual amount of \$2,938,820, all units will qualify for

Mr. David Pearson
 Letter of Intent – Rip Van Winkle Apartments
 December 14, 2022, Page 2

Tax Credits, and 178 units will be covered under a Project-based Section 8 Contract (the “HAP Contract”) with a term of no less than the tax credit compliance period, which will be executed at closing.

I. Equity Investment

Assuming a closing in Q2 2023, the Investor will contribute to the Partnership a total of \$27,915,998 (the “Total Equity”) or approximately \$0.95 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor.

Investor Default provisions and expedited arbitration terms shall be governed by the Holly House Preservation, L.P. Amended and Restated Agreement of Limited Partnership (the “Holly House LPA”) provisions subject to any changes mutually agreed upon by the parties hereto.

Contribution	Contribution %	Timing
First	90%	Closing and through construction
Second	5%	Later of April 1, 2024 and 100% Construction Completion
Third	4%	Later of July 1, 2024 and Breakeven Date
Fourth	1%	Issuance of 8609s

- A. First Capital Contribution.** The Investor will fund the First Capital Contribution at Closing and through construction as follows:

% of Total Equity	Timing
50%	At Closing
12%	Later of July 1, 2023 and 25% construction completion, as certified by the Architect
13%	Later of October 1, 2023 and 50% construction completion, as certified by the Architect
15%	Later of January 5, 2024 and 75% construction completion, as certified by the Architect

- B. Second Capital Contribution.** The Second Capital Contribution will be paid upon the later of April 1, 2024 and satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction substantial completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) receipt of a pay-off letter from the general contractor (in the form attached hereto as Exhibit A) subject to remaining punchlist items and any retainage, as applicable; (iii) evidence that no less than 50% of the eligible building basis plus land has been financed with the proceeds of tax-exempt bonds; (iv) receipt of an unaudited Tax Credit cost certification from independent accountants to the Partnership

Mr. David Pearson

Letter of Intent – Rip Van Winkle Apartments

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(the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); and (vi) evidence of continued funding under the HAP Contract at no less than the underwritten rent levels.

- C. *Third Capital Contribution.*** The Third Capital Contribution will be paid upon the later of July 1, 2024 and satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) receipt and approval of initial tenant files; (ii) receipt of a final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2024/2025 and the amount allocable to each partner (the “Final Certification”); (iii) achievement of Breakeven Operations for three consecutive months (“Breakeven Date”); (iv) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (v) qualified occupancy of no less than 90% of the set-aside units; and (vi) evidence of continued funding under the HAP Contract at no less than the underwritten rent levels.

“**Breakeven**” shall mean that, for each such month, occupancy is at least 95% and that Property income (with rents not to exceed the HAP Contract rent levels for any units covered thereunder and the maximum allowed tax credit rents net of the applicable utility allowances for any other units), exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and generates debt service coverage of not less than 1.15 on all mandatory debt payments assuming the greater of actual or a 5% vacancy rate.

- D. *Fourth Capital Contribution.*** The Fourth Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (ii) evidence of continued funding under the HAP Contract at no less than the underwritten rent levels, (iii) receipt of Form 8609 with respect to all buildings constituting the Property; (iv) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred; (v) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; and (vi) receipt of Permanent Certificates of Occupancy for 100% of the units in the Property, if applicable.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (iv) above, \$15,000 of the Fourth Capital Contribution will be held back and promptly released upon receipt of the same.

Our offer is also contingent on the following financing sources and assumptions:

- a.** Construction/Permanent Period Tax-exempt bonds in the approximate amount of \$34,420,000 with loan terms as follows: a fixed interest rate (currently estimated at 5.36% all-in), a term of no less than 17 years, and payments based on a 35-year amortization schedule with a lender acceptable to the Special Limited Partner;

Mr. David Pearson

Letter of Intent – Rip Van Winkle Apartments

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- b.** Construction period net operating income in the amount of \$2,204,400;
- c.** 178 units will be covered by a project-based HAP Contract with post-rehabilitation rent levels effective at closing and a term equal to no less than the tax credit compliance period;
- d.** Our pricing assumes the Partnership will depreciate real property over 30 years and applicable bonus depreciation in the year the Property is placed in service on site work and/or land improvements (15-year property) of no less than \$500,000 and personal property (five-year property) of no less than \$1,800,000;
- e.** Approximately 40-50% of the total trade costs will be awarded at closing, and 75% of total trade costs will be bought out 90 days post-closing;
- f.** Subsequent to the end of the Credit Period, the General Partner may refinance the Mortgage Loan provided that (i) the debt service coverage ratio (“DSCR”) based on the annual aggregate debt service payments on all loan(s) be no less than 115% based on actual income and expenses, and (ii) any new loan has a fixed interest rate and a maturity date not earlier than the end of the Compliance Period. Any such refinancing shall be subject to the Consent of the Special Limited Partner, which will not be unreasonably withheld. As a condition precedent to any refinancing, the Special Limited Partner will require an indemnification of the Limited Partners by the Guarantor against any Tax Credit Recapture Amounts, in form and substance acceptable to the Special Limited Partner. Any refinance prior to the expiration of the Compliance Period is expressly conditioned upon there being no material deterioration in the financial strength of the Guarantor such that the Guarantor cannot reasonably demonstrate an ability to pay the maximum potential liability for any Tax Credit Recapture Amounts, interest, and penalties, as determined by the Special Limited Partner; and
- g.** Our proposal assumes that all of the debt will be structured as nonrecourse debt from a third party for tax purposes.

II. Developer Fee

The Developer shall receive a Developer Fee of \$7,347,171, which shall be paid on a schedule to be negotiated. You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit issuing agency. Deferred developer fees shall be paid from available cash flow as detailed in Section IV and shall bear interest at 3%. Principal payments on the deferred developer fees shall commence with the funding of the Fourth Capital Contribution. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 15 years from the date the Property is placed in service.

Mr. David Pearson

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III. Property Management Fee

The General Partner may retain a third-party or one of its affiliates to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of two years and shall be renewable annually thereafter, shall provide for an annual management fee of \$80 per unit per month (not to exceed 6% of gross effective income), and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of 50% of the management fee in the event that the property does not generate positive Cash Flow.

IV. Cash Flow Distributions

Cash flow from the Property, after payment of operating expenses, which shall include the Administrative Expense Reimbursement, current property management fees, debt service, required replacement reserve payments, and payment of any adjuster payments owed to the Limited Partner ("Cash Flow"), shall be distributed annually (subsequent to the Third Capital Contribution) as follows:

- A. to the replenishment of the Operating Reserve;
- B. to the payment of any Operating Deficit Loans and Development Deficit Loans, if any;
- C. to the payment of Deferred Management Fees;
- D. to the payment of Deferred Developer Fees;
- E. 90% of Cash Flow to the General Partner as a preferred return with an equivalent allocation of income; and
- F. the remainder to be split in accordance with Partnership interests.

V. Sale or Refinancing Proceeds

Net sale or refinancing proceeds (i.e., after payment of outstanding debts, liabilities (other than to the General Partner and its affiliates (other than the Management Agent)) and expenses of the Partnership, and establishment of necessary reserves) shall be distributed as follows:

- A. Repayment of outstanding loans by the limited partners, if any;
- B. Payment of amounts due to the limited partners;
- C. Repayment of outstanding loans by the General Partner, including Operating Deficit loans;
- D. Payment of any Deferred Management Fees;
- E. Payment of Developer Fee (if not paid); and
- F. 10% to the Investor and 90% to the General Partner.

VI. Option

Option: The General Partner or its designated affiliate shall have a non-assignable option, for a period of two years subsequent to the expiration of the credit period (pursuant to the provisions below) and again for a period of three years after the tax credit compliance period, to purchase the Property or the Investor's limited partnership interest for the greater of (a) the fair market value of

Mr. David Pearson

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the Property or the partnership interest (as applicable), and (b) the outstanding debt (including any amounts owed to the Investor) plus all exit taxes of the limited partners.

Any exercise of the Option prior to the end of the Compliance Period (an “Early Option”) shall be at no less than the book value of the equity investment plus (i) the amount of federal, state and local tax liability projected to be imposed on the Limited Partners (or the partners or members of the Partners) as a result of the sale pursuant to the Option, including federal income tax liability incurred as a result of the payment of amounts pursuant to the applicable clause above, (ii) the amount of any unreimbursed deficiency in Tax Credits due and payable to the Limited Partners with respect to the Property as compared to the Projected Credits, and (iii) any outstanding amounts owed to the Limited Partners pursuant to the Partnership Agreement, including reasonable accountants’ and/or attorneys’ fees, as determined solely by the investor of the Investment Partner.

The limited partners shall have no right to force a sale of the Property.

VII. General Partner Commitments

A. Low Income Housing Tax Credit Adjustment. Our offer is based upon the assumption that the Partnership will qualify for and claim the full amount of the Partnership’s Tax Credit allocation, \$2,938,820, for each year from 2024 through 2033.

1. Adjustments during equity payment (construction and lease-up) period

a. Volume Adjuster

In the event that either the Form 8609’s or the Final Certification indicates that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Partnership Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the General Partner to the Investor sufficient to restore the Tax Credit Ratio as defined in Section I above.

b. Timing Adjuster

Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2024/2025 is less than the amounts specified above for the corresponding year(s), the Second Capital Contribution, and thereafter, if necessary, the Third Capital Contribution and the Fourth Capital Contribution will be reduced, in the aggregate, by \$0.50 for each dollar by which such amount exceeds the actual amount of Tax Credits allocable to the Partnership for such period.

If Form(s) 8609 has not been issued by the due date (after all extensions) for filing the Partnership’s federal income tax returns for the first year of the Credit Period and any year thereafter and, as a result, the Partnership does not claim any Tax Credits on its federal income tax return(s) for such year(s), or the Partnership claims Tax Credits on any federal

Mr. David Pearson

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income tax return filed prior to receipt of Form(s) 8609 and such Tax Credits are subsequently disallowed by the IRS, then the Capital Contribution shall be reduced by \$0.07 for each \$1.00 of Tax Credits not claimed in such year and for each year thereafter until Form(s) 8609 has been received. Any such reduction shall be applied to reduce the Second Capital Contribution, and thereafter, if necessary, to reduce the Third and Fourth Capital Contributions.

c. Upward Volume Adjuster

Upon the receipt of Forms 8609, if the aggregate amount of Tax Credits allocated to the Partnership exceeds the aggregate amount of Tax Credits specified above, the Total Equity shall be increased by an amount equal to said difference multiplied by the Tax Credit Ratio. However, in no event shall the Upward Volume Adjuster exceed 5% of Total Equity. Any adjustment will be made to the Fourth Capital Contribution.

2. Adjustments during compliance period

Compliance Adjuster

After the Form 8609's have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Partnership is less than the amount specified in such Forms (except from the sale or transfer of the Investor's interest in the Partnership), the General Partner shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor's interest in the Partnership, or due to a change of applicable tax law), the General Partner shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period. Any fees or Cash Flow payable to the General Partner, or its affiliates, will be subordinated to any required payment pursuant to this paragraph. In the instance of a recapture resulting from a change in tax law, a compliance adjuster shall still be due, but such amounts shall only be repayable from 50% of cash flow or 50% of sale or refinancing proceeds.

B. Development Deficit Guarantee. The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the funding of the Third Capital Contribution exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor's capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the funding of the Third Capital Contribution. The contractor will be required to post a P&P Bond or a letter of credit with terms acceptable to Hudson. An "owner's" construction contingency in an amount equal to no less than 10% of the construction costs will be required. Up to \$3,000,000 of amounts owed under the Development Deficit Guarantee shall be treated as a loan, which shall be repaid from cash flow or sale or refinance proceeds, with interest at Prime + 1%.

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- C. ***Operating Deficit Guarantee.*** The General Partner shall make loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) with interest at Prime plus 1% equal to any Operating Deficits (including the administration fee described in Section VIII below) incurred during the period beginning upon the funding of the Third Capital Contribution and ending on the fifth anniversary of the funding of the Third Capital Contribution, provided that the Property has achieved Breakeven operations for the immediately prior 12-month period and the balance in the Operating Reserve has been replenished to the Minimum Balance, in an amount not to exceed six months of underwritten operating expenses (including deposits to the replacement reserve) and must-pay debt service in the aggregate.

The General Partner will also be obligated to fund an Operating Reserve in an amount equal to three months of underwritten operating expenses (including deposits to the replacement reserve) and must-pay debt service (the “Minimum Balance”) at the time of the Third Capital Contribution. Any draws from the Operating Reserve shall be replenished from cash flow, and the General Partner may withdraw funds from the Operating Reserve prior to advancing any payments pursuant to the Operating Deficit Guaranty. The Operating Reserve shall be replenished to the Minimum Balance immediately prior to the release of the Operating Deficit Guaranty.

- D. ***Obligations of General Partner.*** Immediately following the occurrence of any of the following events, the General Partner shall, at the option of the Investor, (x) admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or (y) repurchase the Investor’s interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property by June 30, 2025; (ii) the Property is not fully placed in service by December 15, 2024 and substantial completion is achieved; (iii) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code); (iv) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation, or foreclosure proceedings have been commenced against the Property, and such default is not cured or such proceeding is not dismissed within 30 days; or (v) there is a material violation of the Partnership Agreement by the General Partner or, if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property not corrected within 30 days. Notwithstanding the foregoing, nor anything to the contrary contained herein, the Investor’s right to cause the repurchase of its interest in the Partnership shall terminate after the payment of the Fourth Capital Contribution.

If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to the sum of (i) 104% of the Total Equity, (ii) interest at Prime + 1% on capital contributions made to date, and (iii) any tax liability incurred by the Investor as a result of such repurchase, less (x) the amount of Total Equity which has not been contributed by the Investor at such time, (y) the amount of Net Cash Flow distributed to

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the Investor, and (z) the amount of any Tax Credits allocable to the Investor which will not be recaptured as a result of the disposition or otherwise.

E. Replacement Reserve. Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the “Minimum Deposit”) equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) \$300/unit. The amount of the Minimum Deposit shall be increased annually by 3%. If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.

F. Reporting. The Partnership will be required to furnish Investor with (a) a quarterly balance sheet, operating statement, and rent roll within 60 days after the end of each quarter of the fiscal year; (b) draft annual audited financial statements within 75 days after the end of each fiscal year with final audited financial statements within 30 days thereafter; (c) an annual budget for each fiscal year of the Partnership, not later than December 1 of the preceding year; and (d) the Partnership’s tax returns and K-1 forms within 75 days after the end of each fiscal year. The penalty (after notice and a 30-day grace period) for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) \$50 per day for the first seven days after such deadline, (ii) \$100 per day for the next seven days, and (iii) \$150 per day thereafter, provided that the amount of such penalty shall not exceed \$1,000 in any year.

VIII. Fees to Affiliates of Hudson

Administrative Expense Reimbursement. An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of \$7,500, which amount shall be increased annually by 2%. Such fee shall commence in the year of funding of the Third Capital Contribution.

IX. Representations, Warranties and Covenants

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement. The payment of each Capital Contribution shall be conditioned upon certification by the General Partner as to the continued accuracy of these representations and warranties.

X. Accountants

The Accountants for the Partnership shall be Dauby O’Connor & Zaleski, Novogradac & Co, Cohn Reznick or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in Section I.c. above.

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XI. Investment Partnership Rights

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause. In lieu of removal, the General Partner shall have the option to repurchase the Investor's interest. The terms of this option shall be consistent with those set forth in Section 8.19 of the Holly House LPA, including the price of 110% of the Gross Capital Contribution and the concept of a "Sale Surplus."

XII. Insurance

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a continuation letter regarding the title policy showing no exceptions to the title other than the exceptions reflected on the title policy as of Initial Closing, except as shall be reasonably acceptable to the Special Limited Partner, shall be provided.

The General Partner shall provide for (i) liability (general and excess) insurance, each in an aggregate amount of at least \$6,000,000 (\$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000,000 excess liability), (ii) hazard insurance (including boiler and machinery coverage) and flood insurance in an amount of not less than the full replacement value of the Property, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction, unless the Property is to be covered under existing property casualty insurance with a construction endorsement. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender's loss payee (where applicable) and shall otherwise be subject to Investor approval.

XIII. Indemnity Agreement

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers and directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

XIV. General Conditions

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) review of title (including a continuation letter regarding the title policy showing no exceptions to the title other than the exceptions reflected on the title

Mr. David Pearson
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policy as of Initial Closing, except as shall be reasonably acceptable to the Special Limited Partner), survey, environmental and other legal and regulatory matters, and (iii) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.

XV. Conditions to Closing

Hudson will perform, and will request the full cooperation of you and your professionals in, customary due diligence in connection with the acquisition of the Property and the Investor interest in the Partnership.

To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence that none of the buildings are located in the 100 year flood plain; (iv) evidence of the allocation/reservation of Tax Credits; (v) evidence of payment (or exemption therefrom) by the General Partner of any taxes imposed on the transfer of the Limited Partnership interest in the Partnership as of construction loan closing; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated Tax Credits and the validity of depreciating real property over 30 years; (vii) evidence of the financial status of the Guarantor by way of current financial statements prepared in accordance with A.I.C.P.A. standards; and (viii) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution of this Letter of Intent will also be deemed consent to perform background checks on the principal(s) of the General Partner and Developer, as well as any individual Guarantor. At closing, Hudson shall be reimbursed up to \$60,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. In the event this Letter of Intent is terminated or the transaction does not close, Hudson shall be reimbursed for its legal and due diligence expenses incurred to date.

The Holly House LPA shall be used as the form for the Partnership Agreement subject to any changes mutually agreed upon by the parties hereto.

Additionally, approval of this transaction is subject to Investor's satisfactory completion of due diligence and Investment Committee approval in its sole and absolute discretion. By executing this proposal and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this Letter of Intent executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials.

This Proposal contains an outline of suggested terms only, and it does not represent a commitment by Hudson or create any obligation whatsoever on Hudson's part. It is for discussion purposes only, and

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the outlined terms have not received final approval by the appropriate Hudson's investment committee. This Proposal replaces and voids any and all previous financing proposals by Hudson for the Property.

Please note that our pricing is extremely sensitive to any changes in the financing sources, development budget or timing of the closing of the transaction or deliver of tax credits. Hence, in the event the transaction does not close by September 1, 2023, we reserve the right to adjust pricing based on any material change to the proforma including but not limited to sources, depreciation and credit delivery.

The terms of this proposal are confidential, valid only until December 30, 2022, and you have agreed not to share this proposal or its terms with any other party (other than your legal counsel, accountants, and lenders). If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Intent and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,

Hudson Housing Capital LLC



By: _____
Sam Ganeshan
Managing Director

Cc: Michael Siroka, Hudson Housing Capital LLC

It is hereby acknowledged and understood that this proposal is not a commitment to invest, nor is it intended to be a letter of commitment, and Hudson is not bound to any of the terms and conditions herein outlined. The terms of the financing are not set until formally approved by Hudson and the transaction documentation has been executed by Hudson and Related.

ACCEPTED AND AGREED TO
THIS 15th DAY OF DEC, 2022

DocuSigned by:

By: _____
C93D0577FF8A402...
Name: David Pearson
Title: VP of GP of Partnership

Mr. David Pearson
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EXHIBIT A

FORM OF CONTRACTOR PAYOFF LETTER

<<< Company Letterhead >>>

Contractor Payoff Letter

[DATE]

Hudson Housing Capital LLC
630 Fifth Ave, 28th Floor
New York, New York 10111

Re: [Property Name and Address]

Dear Mr. Anbar:

This is to confirm the following:

1. [General Contractor] has been paid to date in the amount of [\$_____] as evidenced by the attached unconditional lien waivers from the Contractor and Subcontractors.
2. The outstanding balance, including punch list and retention on the abovementioned construction contract and including all pending change orders (as evidenced by the attached pending change order log) and all amounts owed to all Subcontractors and suppliers for the project, is [\$_____].
3. There will be no additional change orders.
4. Submitted with this letter are conditional lien waivers from the Contractor and Subcontractors for all amounts less retainage, punch list items, and/or other amounts owed.

Furthermore, the Contractor acknowledges that to the extent punch list items remain to be completed, such punch list shall be completed within sixty (60) days of the date of Substantial Completion, as such term is defined in the Amended and Restated Limited Partnership Agreement of [_____] dated [_____].

Sincerely,

Name
Title
General Contractor

d. County Tax (\$)	Unknown
e. School Tax (\$)	Unknown
TOTAL ANNUAL PROPERTY TAXES (\$)	Unknown

* Note: Obtain ALL actual, projected or estimated tax information directly from the City Tax Assessor.

Provide documented projection of assessment and annual taxes for finished Project from the City Tax Assessor in Required Exhibit III. B. (5)

(6) Financial Proforma Projections (Without Agency Assistance)

(6a) Input and Assumptions

(i) Rental Unit Income Projections – Year 1

Unit Types	Number of Units	Monthly Unit Rent (\$)			Annual Unit Rent (\$K)		
		Market Rate	AMI Affordable		Market Rate	AMI Affordable	
			County*	City*		County*	City*
a. Studios	N/A						
b. 1 Bedrooms	N/A						
c. 2 Bedrooms	N/A						
d. 3+ Bedrooms	N/A						
e. SROs	N/A						
f. Lodging Rooms	N/A						
g. Commercial	N/A						
TOTAL	N/A						

(ii) Assumptions by Unit Type

Estimates and Assumptions	Apartment Rental	SRO	Condo/Coop	Lodging	Commercial
a. Months to Full Occupancy after CoFO Issued	N/A				
b. Annual Rental Income (\$/SQFT)	N/A				
c. Condo/Coop Sales Proceeds (\$/SQFT)	N/A				
d. Annual Other Fees—e.g., Vending (\$/SQFT)	N/A				
e. Annual Change in Rental Income (%)	N/A				
f. Annual Change in Other Fee Income (%)	N/A				
g. Vacancy Rate (%)	N/A				

(iii) Assumptions for Overall Project

a. Direct Construction Hard Costs (\$/SQFT)	N/A
b. Total Project Hard and Soft Costs (\$/SQFT)	N/A
c. Annual Operating and Maintenance Expense (\$/SQFT)	N/A
d. Mortgage/Loan/Debt Interest Rate(s) (%)	N/A
e. Mortgage/Loan/Debt Term(s) (Years)	N/A
f. Amortization Schedule Type	N/A
g. Depreciation Method	N/A
h. Total Real Property Tax – Year 1 (\$)	N/A
i. Annual Change in Property Value (%)	N/A

j. Annual Change in Real Property Taxes (%)	N/A
---	-----

Exhibit III.B.5 – Annual Taxes and Assessment

As discussed in the “Need for Assistance Justification,” this project is not feasible in the absence of the requested assistance from the IDA. Therefore, annual property tax and assessment information is not attainable or determinable. We have provided copies of the most recent tax bills as exhibits to the application.

(6b) Project Financial Summary**Key Financial Metrics**

a. Market Value of Finished Project Property (\$)*	N/A
b. Debt Coverage Ratio (DCR) - Year-1	N/A
c. Debt Coverage Ratio (DCR) - Year-5	N/A
d. Loan-To-Value (LTV) Ratio	N/A
e. Annual Cash-On-Cash Return (%)	N/A
f. Capitalization Rate (%)	N/A
g. Annual Net Operating Income (NOI) in Year-1 (\$)	N/A
h. Break Even Year	N/A

*** Note:**

- o Affordable Housing = US Federal Department of Housing and Urban Development Definition of Housing Affordability – Defined as 30% of Area Medium Income (AMI) with specific AMIs established as of the date of the Applicant's Application. AMI = Area Median Income. Affordable = Affordability based on both Dutchess County, NY AMI and separately based on the City of Poughkeepsie, NY Median Income.
- o Property Market Value should be based on: (1) ANY and ALL Independent Appraisals conducted on behalf of ANY and ALL lenders to which Applicant(s) and/or Owner(s) make application for funding and from which Applicant(s) and/or Owner(s) receive funding; and (2) ANY and ALL Independent Appraisals conducted on behalf of the Agency.

Provide proforma annual financial projections, without Agency Assistance, for Project income, cash flow and balance sheet over 15-year period in Required Exhibit III. B. (6a)

Provide Market Value Appraisals for the finished Project including: (1) ANY and ALL Independent Appraisals conducted on behalf of ANY and ALL lenders to which Applicant(s) and/or Owner(s) make application for funding and from which Applicant(s) and/or Owner(s) receive funding; and (2) ANY and ALL Independent Appraisals conducted on behalf of the Agency. All Appraisal documentation must be included in Required Exhibit III. B. (6b)

(7) Employment and Jobs Projections**(7a) Full and Part Time Jobs Retained and Created***

Job Type	Number of Jobs (Year 1)	Number of Jobs (Year 2)	% Filled by Local Residents	Average Annual Salary (\$)	Annual Benefits Value (\$)
a. Retained "Real Full-Time" Jobs*	8	8	100%	50,149	9,794
b. New "Real Full-Time" Jobs*					
c. Retained Permanent FTEs	8	8	100%	50,149	9,794
d. New Permanent FTEs					
e. Retained Part-Time PTEs					
f. New Part-Time PTEs					
g. Construction Period FTEs	40		10%	Various	Various

(7b) Classification of Jobs to be Retained and Created*

Job Type	Number of Jobs (Year 1)	Number of Jobs (Year 2)	% Filled by Local Market Residents	Average Annual Salary (\$)	Annual Benefits Value (\$)
----------	-------------------------	-------------------------	------------------------------------	----------------------------	----------------------------

Exhibit III.B.6a – Proforma

As discussed in Exhibit III.B.5, the project is not feasible without the requested Agency Assistance; therefore, it is not possible to provide annual financial projections for a scenario that does not contemplate the aforementioned assistance. Current project proforma can be provided upon request.

APPRAISAL REPORT

REAL ESTATE APPRAISAL
Of
Rip Van Winkle House



10 Rinaldi Boulevard, Poughkeepsie
Dutchess County, NY, 12601

As of
September 30, 2022

Prepared For
Mr. Justin Glanda, CPA
Related Affordable
30 Hudson Yards
New York, NY, 010001

Prepared by
STARMARK APPRAISALS LLC
Samuel Levi, MAI, ASA,
NY-46000050930

File Name: NY02-L000-022/NY36-M000-244

STARMARK APPRAISALS LLC



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Lakewood, NJ, 08701

Tel: 732-886-6695
Fax: 732-791-4051
sam@starmarkappraisals.com
www.starmarkappraisals.com

September 30, 2022

Mr. Justin Glanda, CPA
Related Affordable
30 Hudson Yards
New York, NY
10001

Re: Appraisal Report

Rip Van Winkle House
10 Rinaldi Boulevard
Poughkeepsie, Dutchess County, NY, 12601

File Name: NY02-L000-022/NY36-M000-244

Dear Mr. Glanda, CPA:

At your request, we have prepared an appraisal for the above referenced property, which may be briefly described as follows:

Rip Van Winkle House is a 179-unit high-rise apartment building situated on 4.9 acres of land located at 10 Rinaldi Boulevard in Poughkeepsie, New York. The property consists of an eighteen-story elevator structure (gross building area - 221,846 SF). Units range between one and four bedrooms (37 one-bedroom units; 90 two-bedroom units; 40 three-bedroom units; 12 four-bedroom units). All units are administered by HUD Section 8 through a HAP Contract with the exception of 1 two-bedroom unit which is a non-Section 8 unit. Tenancy is not restricted to any age or physical disability. The property was constructed in 1968 and remains in average condition. All units are occupied or are being turned over for imminent occupation as of the date of inspection.

Please reference page 14 of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis, and valuation methodology.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value.

We have previously appraised or completed a rent study of the subject in August of 2019. We have not appraised the subject since.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 8). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

Extraordinary Assumptions:

- Nothing has changed materially from the date of inspection to the effective date of this report as per ownership. Discovery to the contrary may result in a change in our concluded value.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion(s):

Current Market Value of the Subject:

The “current” market value of the Leased Fee estate of the property, as of September 30, 2022, is

\$42,000,000

The market exposure time preceding September 30, 2022 would have been 3-6 months and the estimated marketing period as of September 30, 2022 is 3-6 months.

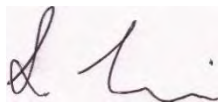
Prospective Market Value of the Subject:

The “prospective” market value of the Leased Fee estate of the property assuming post renovation, as of December 1, 2022, is

\$48,000,000

The market exposure time preceding December 1, 2022 would have been 3-6 months and the estimated marketing period as of December 1, 2022 is 4 months.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'S. Levi', is written over a light pink rectangular background.

Samuel Levi MAI, ASA

NY-46000050930

Starmark Appraisals LLC

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

GENERAL

Subject: Rip Van Winkle House
Poughkeepsie, Dutchess County, NY, 12601

Rip Van Winkle House is a 179-unit high-rise apartment building situated on 4.9 acres of land located at 10 Rinaldi Boulevard in Poughkeepsie, New York. The property consists of an eighteen-story elevator structure (gross building area - 221,846 SF). Units range between one and four bedrooms (37 one-bedroom units; 90 two-bedroom units; 40 three-bedroom units; 12 four-bedroom units). All units are administered by HUD Section 8 through a HAP Contract with the exception of 1 two-bedroom unit which is a non-Section 8 unit. Tenancy is not restricted to any age or physical disability. The property was constructed in 1968 and remains in average condition. All units are occupied or are being turned over for imminent occupation as of the date of inspection.

Client: Related Affordable

Owner: Rip Van Winkle House LLC

Legal Description: 131300-6062-74-749131-0000

Date of Report: September 30, 2022

Intended Use: The intended use is mortgage financing.

Intended User(s): The Client.

Assessment:

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Total	City Rate	Taxes
131300-6062-74-749131-0000	\$597,500	\$10,142,500	\$10,740,000	\$40.57	\$435,719

Sale/ Listing History: The subject last sold in December of 2004 for \$8,729,000 (Book-Page: 22005-1145). It has not been listed for sale or sold since, to the appraiser's best knowledge.

Rip Van Winkle House, Poughkeepsie, NY

Land:

Land Summary						
Parcel ID	Gross Land Area (Acres)	Gross Land Area (Sq Ft)	Usable Land Area (Acres)	Usable Land Area (Sq Ft)	Topography	Shape
131300-6062-74-749131-0000	4.90	213,444	4.90	213,444	lopes downward	Irregular

Improvements:

Building Summary						
Building Name/ID	Year Built	Condition	Number of Stories	Gross Building Area	Rentable Area	Number of Units
Rip Van Winkle House	1968	Average	18	221,846	221,846	179

Zoning: WTOD

Highest and Best Use of the Site: the development of an apartment complex to maximum density allowed

Highest and Best Use as Improved: the continued use of the subject as a multifamily complex

Type of Value: Market Value

Value Indications

Sales Comparison Approach: \$40,275,000

Income Approach:
Direct Capitalization \$42,430,000

Land Value \$295,000

Reconciled Value(s):	As Is	Post Rehab
Value Conclusion(s)	\$42,000,000	\$48,000,000
Effective Date(s)	September 30, 2022	December 1, 2022
Property Rights	Leased Fee	Leased Fee

DEFINITION OF MARKET VALUE, MARKETING TIME AND EXPOSURE:

Market Value—As defined in The Dictionary of Real Estate Appraisal¹, The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all condition's requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

Exposure time

Under Paragraph 3 of the Definition of Market Value, the value opinion presumes that "A reasonable time is allowed for exposure in the open market". Exposure time is defined as the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effective date of the appraisal. Exposure time is presumed to precede the effective date of the appraisal.

The reasonable exposure period is a function of price, time and use. It is not an isolated opinion of time alone. Exposure time is different for various types of real estate and under various market conditions. As noted above, exposure time is always presumed to precede the effective date of appraisal. It is the length of time the property would have been offered prior to a hypothetical market value sale on the effective date of appraisal. It is a retrospective opinion based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient and reasonable time but adequate, sufficient and a reasonable marketing effort. Exposure time and conclusion of value are therefore interrelated. Based on discussions with market participants and information gathered during the sales verification process, a reasonable exposure time for the subject property at the value concluded within this report would have been approximately 3-6 months. This assumes an active and professional marketing plan would have been employed by the current owner.

Marketing time

Marketing time is an opinion of the time that might be required to sell a real property interest at the appraised value. Marketing time is presumed to start on the effective date of the appraisal. (Marketing time is subsequent to the effective date of the appraisal and exposure time is presumed to precede the effective date of the appraisal). The opinion of marketing time uses some of the same data analyzed in the process of estimating reasonable exposure time and it is not intended to be a prediction of a date of sale.

We believe, based on the assumptions employed in our analysis, as well as our selection of investment parameters for the subject, that our value conclusion represents a price achievable within 3-6 months.

¹ Appraisal Institute

LIMITING CONDITIONS AND ASSUMPTIONS

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Starmark Appraisals LLC. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraisers are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Starmark Appraisals LLC's regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

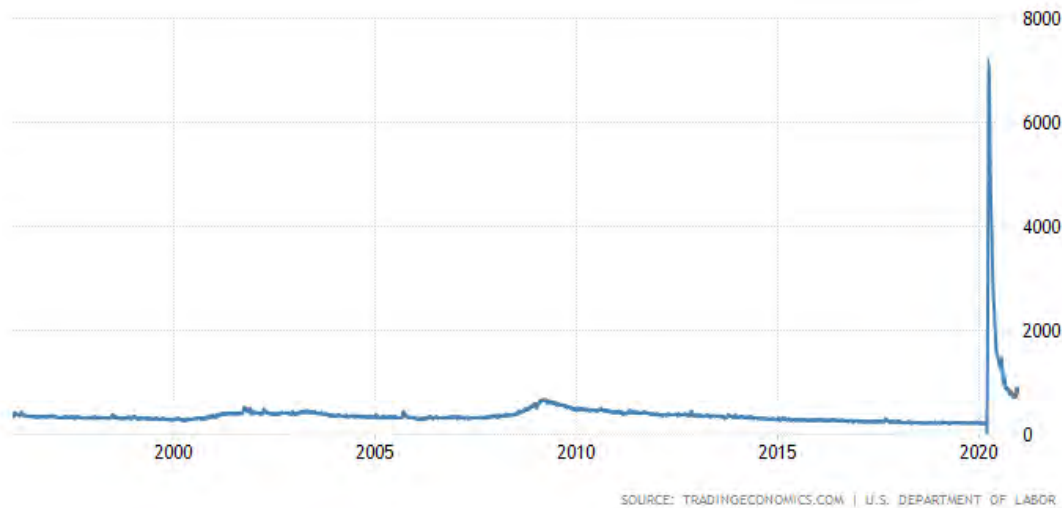
Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Starmark Appraisals LLC has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value; however, this has not been considered or analyzed in this appraisal.**

COVID-19 EFFECTS

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organization (WHO) as a global health emergency on January 30, 2020, is causing heightened uncertainty in both local and global market conditions. On March 11, 2020, WHO officially changed their classification of COVID-19 to a pandemic. Originating in Wuhan, China, the outbreak continues to develop, and cases are progressively being detected around the world and impacting global financial markets. Travel has been restricted by many countries within Europe, Asia, and the Middle East.

With the current spread of the COVID-19 pandemic around the world, demand in the world economy was reduced and supply chains were compromised. Large-scale quarantines, travel restrictions, and social-distancing measures have driven a sharp fall in consumer and business spending. With consumers staying home, businesses lose revenue and lay off workers, and unemployment levels rise sharply. The U.S labor of statistics has reported 3.35 million jobless claims in December 2020. As can be seen in the table below, this is an unprecedented number and significantly higher the highest levels reached in the GFC of 2008.



Business investment contracts, and corporate bankruptcies will likely soar, putting significant pressure on the banking and financial system.²

The drop in equity prices and income loss will cause a sizable slowdown in the U.S. economy. When those factors are added to the economic disruption needed to fight the virus, the United States will likely continue to see sharp economic contractions in the first quarter of 2021³. The forecasted first-quarter slump should be offset by strong growth in the following six months, the economists said. Hopes for vaccine distribution in early 2021 are growing more plausible as pharmaceutical companies reveal encouraging trial data and apply for emergency-use authorization.

Risks throughout next year skew to the upside and downside. Better-than-expected trials could see a vaccine distributed ahead of schedule and drive stronger second-quarter growth, according to JP Morgan Chase. On the other hand, approval processes could take longer than expected and delay a rollout.

The exact effect COVID-19 will have on the real estate market in the region is currently unknown and will largely depend on both the scale and longevity of the outbreak. Currently, Tourism, Food and Beverage, and Retail sectors have been the most severely impacted, due to the increased response by local and global authorities for home quarantine, restriction of travel and growing international concern. A lengthy outbreak

² <https://www.mckinsey.com/business-functions/risk/our-insights/covid-19-implications-for-business>

³ <https://www.businessinsider.com/economic-outlook-q1-contraction-coronavirus-resurgence-vaccine-fiscal-stimulus-jpm-2020-11#:~:text=JPMorgan%20expects%20the%20US%20economy%20to%20shrink%20in%20the%20first,at%20the%20start%20of%202021.>

could have a substantial (and yet unknown or quantifiable) impact on other sectors of the property market as well.

Comparable transactions and market evidence since the outbreak are limited. Our valuation is based on the information available to us at the date of valuation. While we have taken all reasonable steps to estimate the effect on the property, the significant uncertainty in property and capital markets makes it difficult to quantify and assess the impact that the COVID-19 outbreak has had on capital values.

Given the heightened uncertainty, a higher degree of caution should be exercised when relying upon our valuation. It is possible values and incomes may change more rapidly and significantly than during standard market conditions and we recommend that you keep the valuation of this property under frequent review.

In recent times, the market has largely been driven by investor demand and strong liquidity. History has shown that asset values can fall substantially in fairly short periods of time if either of these two factors, amongst others, change substantially. Caution is strongly advised when relying on this valuation.



SCOPE OF WORK

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for Mr. Justin Glanda, CPA, representative of Related Affordable. The problem to be solved is to estimate the 'as is' market value of the subject property. The intended use is for mortgage financing. This appraisal is intended for the use of Client.

SCOPE OF WORK

Report Type:

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.

Property Identification:

The subject has been identified by the legal description and the assessors' parcel numbers, as well as documentation contained in the addendum and in our files. The subject is identified as Parcel Number 131300-6062-74-749131-0000 located in Poughkeepsie, New York.

Inspection:

The appraiser, accompanied by Christine Smith, the property manager, and Tyrell, the assistant property manager, visited the subject on March 11, 2022 and performed an inspection on Rip Van Winkle House located at 10 Rinaldi Boulevard in Poughkeepsie, New York. The appraiser walked and took photographs of the premises and neighboring improvements. Site measurements, and flood and wetlands information were obtained from public records, FEMA, and NJDEP, respectively. Improvements' measurements are based on on-site measurements of the areas inspected.

The following units were accessed:

- Unit 11Q: Two-bedroom unit
- Unit 5O: Three-bedroom unit
- Unit 9C: Four-bedroom unit

The layout and condition of the other units are assumed to be similar to the units inspected.

Market Area and Analysis of Market Conditions:

A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.

A thorough investigation of the required information was conducted by Jamie Del Rosario, Research Analyst, supervised by Samuel Levi. Relevant parties were contacted in order to verify pertinent information. Comparables were confirmed by numerous reputable sources, such as assessors, brokers, grantors, and grantees. Analysis of the subject, its competitive sets, and the market area was done by Samuel Levi, MAI, ASA and the Starmark Appraisals office staff. Adjustments and value allocation were conducted by Samuel Levi.

Highest and Best Use Analysis:

A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.

Type of Value:

Market Value

Valuation Analyses:

Cost Approach:

A cost approach was not applied as the age of the improvements makes the depreciation difficult to accurately measure.

Sales Comparison Approach:

A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach:

An income approach was applied as the subject is an income producing property and there is adequate data to develop a value estimate with this approach.



PROPERTY IDENTIFICATION

The subject is located at 10 Rinaldi Boulevard in Poughkeepsie, New York. The legal identification number is 131300-6062-74-749131-0000. The property is owned by Rip Van Winkle House LLC.

Listing/ Contract/ Sales history

The subject last sold in December of 2004 for \$8,729,000 (Book-Page: 22005-1145). It has not been listed for sale or sold since, to the appraiser's best knowledge.

Units

The building has a total of 179 units, comprised of 37 one-bedroom units, 90 two-bedroom units, 40 three-bedroom units and 12 four-bedroom units. All units are administered by HUD Section 8 through a HAP contract with the exception of 1 two-bedroom unit which is a non-Section 8 unit.

HAP Contract

178 units are administered by HUD Section 8 through a HAP contract. The current HAP contracts run through 2024 and 2025.

Rent levels can increase from year to year, typically through an OCAF (Operating Cost Adjustment Factor). On January 2021 rents had last been approved for an increase. Our firm has been hired to perform a rent comparability study for the property (effective date of September 2022) indicating market rents for the units As Is and Post Renovation. The current rents and our estimated market rents, are as follows:

Unit Type	# of Units	Size	Estimated Market Rent	\$/SF	Prepared Grid?	Current Contract Rent	\$/SF of Contract Rent	Utility Allowance
As Is								
One Bedroom	37	680	\$1,650	\$2.43	Y	\$1,403	\$2.06	\$69
Two Bedroom	89	850	\$1,940	\$2.28	Y	\$1,710	\$2.01	\$63
Three Bedroom	40	1,200	\$2,380	\$1.98	Y	\$2,172	\$1.81	\$85
Four Bedroom	12	1,350	\$2,680	\$1.99	Y	\$2,463	\$1.82	\$97
Post Renovation								
One Bedroom	37	680	\$1,875	\$2.76	Y	\$1,403	\$2.06	\$69
Two Bedroom	89	850	\$2,200	\$2.59	Y	\$1,710	\$2.01	\$63
Three Bedroom	40	1,200	\$2,725	\$2.27	Y	\$2,172	\$1.81	\$85
Four Bedroom	12	1,350	\$3,035	\$2.25	Y	\$2,463	\$1.82	\$97

Planned Renovation

Ownership intends to renovate the kitchens, bathrooms and living areas and update common areas. Kitchen renovations include new cabinets, counters, appliances, and lighting. Bathroom renovations include new tubs, vanities, medicine cabinets, toilets, and lights. Common area updates include new flooring, doors, windows, and painting. Management estimates renovation costs at approximately \$70,710 per unit for a total projected cost of \$12,657,021. A full list of the renovations is included below. Based on the

Rip Van Winkle House, Poughkeepsie, NY

descriptions, it appears that the subject will be in good condition and with a higher-than-average level of appeal, upon completion.

Rip Van Winkle - Poughkeepsie, NY			
Proposed Scope/Budget			
March 10, 2022			
Item	Quantity	Unit Cost	Sub-Total
Bathrooms			
Lighting upgrade	179	150.00	26,850.00
Tub/surround/valve	179	3,000.00	537,000.00
Vanity w/single lever faucet	179	650.00	116,350.00
Medicine Cabinet	179	100.00	17,900.00
Toilet Accessories	179	125.00	22,375.00
Toilet Replacement	179	500.00	89,500.00
New GFI Outlet	179	125.00	22,375.00
Kitchens			
Cabinet Replacement	179	4,300.00	769,700.00
Counters	179	1,200.00	214,800.00
Refrigerators-EnergyStar	179	750.00	134,250.00
Stoves	179	600.00	107,400.00
Grease Guards	179	30.00	5,370.00
Range Hood/Range Queens	179	175.00	31,325.00
Lighting Replacement	179	150.00	26,850.00
New GFI Outlet	179	125.00	22,375.00
Sinks-stainless steel sink	179	250.00	44,750.00
Faucets-single lever	179	200.00	35,800.00
Lighting Replacement	179	150.00	26,850.00
General Interior (BR/LR/DR)			
ADA Unit upgrades	9	50,000.00	450,000.00
Unit Lighting	179	400.00	71,600.00
Interior Doors	179	1,400.00	250,600.00
Flooring - LVT	179	6,000.00	1,074,000.00
Unit Painting	179	2,000.00	358,000.00
Wall Patching	179	1,000.00	179,000.00
ACM Abatement	179	3,000.00	537,000.00
Stair Rail Repair	179	600.00	107,400.00

Rip Van Winkle House, Poughkeepsie, NY

Common Areas			
Wi-Fi	Lump Sum	250,000.00	250,000.00
Flooring	Lump Sum	1,000,000.00	1,000,000.00
Painting	Lump Sum	500,000.00	500,000.00
Office/Laundry/Mail/Community Rm	Lump Sum	600,000.00	600,000.00
Hallway Flooring and Painting	9	25,000.00	225,000.00
Building Exterior			
Window replacement	1,700	1,000.00	1,700,000.00
Entry Door Replacement	Lump Sum	60,000.00	60,000.00
Facade	56,882	15.00	853,230.00
Site Improvements			
Exterior Lighting	Allowance		75,000.00
Parking Lot-Repair Fill Pot Holes - Top Coat	Allowance		100,000.00
Concrete-repair damaged walks and curbs; add ramps	Allowance		60,000.00
Playground	Allowance		125,000.00
Accessible Paths	Allowance		75,000.00
Landscaping	Allowance		150,000.00
General Signage Upgrade	Allowance		50,000.00
TOTAL	179	62,025.98	11,102,650.00
Cost Breakdown		Per Unit (179)	
Units		29,493.97	5,279,420.00
Common Areas		14,385.47	2,575,000.00
Site Improvements		3,547.49	635,000.00
Building Envelope		14,599.05	2,613,230.00
Full Rehabilitation Budget			
Hard Costs			11,102,650.00
General Conditions (6%)			666,159.00
Overhead (6%)			666,159.00
Profit (2%)			222,053.00
Total			12,657,021.00

Rip Van Winkle House, Poughkeepsie, NY

LOCATION MAP



MARKET ANALYSIS – REGIONAL:

POUGHKEEPSIE NEW YORK MULTI-FAMILY MARKET FIRST QUARTER 2022⁴

Apartment rents in the Poughkeepsie Market were rising at a 6.0% annual rate during the first quarter of 2022 and have posted an average annual gain of 4.2% over the past three years. In addition to 1,100 units that have delivered over the past three years (a cumulative inventory expansion of 9.6%), there are 100 units currently underway. Vacancies were basically in line with the 10-year average as of 2022Q1 but trended slightly down over the past four quarters.

Nonfarm payrolls in the metro were recently increasing at solid clip of 2.2%, or a gain of about 2,900 jobs. That's a welcome performance, especially given that employment posted a decrease of 8.0% year-over-year at one point during the past twelve months.

KEY INDICATORS							
Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	2,185	8.2%	\$2,092	\$2,077	20	0	86
3 Star	6,301	1.8%	\$1,646	\$1,641	(12)	0	16
1 & 2 Star	4,183	2.0%	\$1,370	\$1,367	0	0	0
Market	12,669	3.0%	\$1,676	\$1,669	8	0	102
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-1.5%	4.1%	3.0%	4.8%	2005 Q3	2.0%	2019 Q2
Absorption Units	195	109	110	552	2020 Q1	(78)	2011 Q3
Delivered Units	9	109	110	610	2020 Q2	0	2014 Q1
Demolished Units	0	4	3	85	2011 Q4	0	2021 Q4
Asking Rent Growth (YOY)	6.0%	2.0%	3.4%	6.5%	2021 Q2	-2.7%	2009 Q3
Effective Rent Growth (YOY)	6.5%	2.0%	3.5%	6.5%	2022 Q1	-2.7%	2009 Q3
Sales Volume	\$35.5M	\$53.2M	N/A	\$203.4M	2007 Q3	\$475K	2012 Q1

⁴ Data from CoStar

MARKET ANALYSIS – CITY:

POUGHKEEPSIE NEW YORK MULTI-FAMILY SUBMARKET Q1 2022⁵

Overview

The vacancy rate in the Poughkeepsie Submarket has fallen notably over the past year, and at 5.1%, essentially aligns with the long-term average.

While the submarket's inventory has expanded materially over the past five years, it has been essentially unchanged over the past year. But construction has started back up, and about 87 units are underway, which will expand the existing inventory by 1.5%. Rents have increased by an impressive 5.5% over the past year, which significantly exceeds the average annual growth of 2.7% over the past decade.

Investors have been active in the Poughkeepsie Submarket over the past three years. The market price, which is an estimated price of all properties in the submarket, has risen dramatically over that time period and now stands at about \$170,000/unit.

KEY INDICATORS							
Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	1,168	14.6%	\$2,102	\$2,081	20	0	71
3 Star	2,634	2.5%	\$1,636	\$1,630	(5)	0	16
1 & 2 Star	1,983	2.9%	\$1,374	\$1,370	(1)	0	0
Submarket	5,785	5.1%	\$1,689	\$1,680	14	0	87
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-3.9%	5.9%	5.5%	9.1%	2021 Q1	2.9%	2020 Q1
Absorption Units	236	49	98	470	2021 Q4	(73)	2011 Q2
Delivered Units	9	54	96	569	2021 Q1	0	2019 Q1
Demolished Units	0	4	1	85	2011 Q4	0	2021 Q4
Asking Rent Growth (YOY)	5.5%	2.0%	3.4%	5.7%	2021 Q1	-2.8%	2009 Q4
Effective Rent Growth (YOY)	6.5%	2.0%	3.4%	6.5%	2022 Q1	-2.7%	2009 Q4
Sales Volume	\$10.6M	\$18.4M	N/A	\$59.4M	2020 Q1	\$475K	2012 Q1

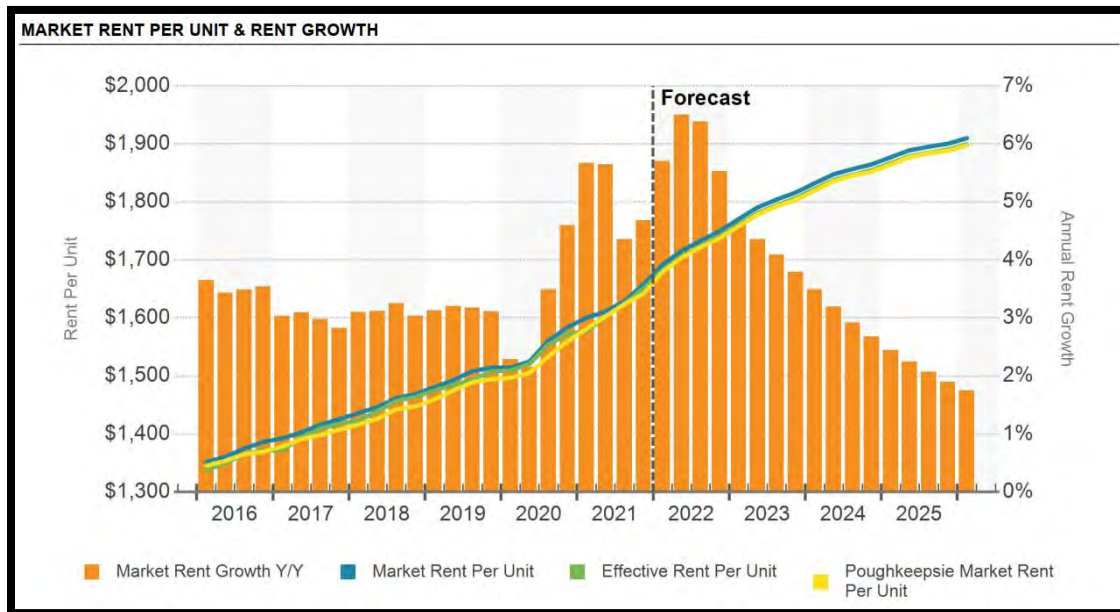
Rent

Apartments' command \$1,690/month on average in the Poughkeepsie Submarket, right in line with the Poughkeepsie metro's average rental rate.

⁵ Data from CoStar

Rents grew at an impressive rate of 5.5% over the past 12 months. This growth rate was close to the highest annualized rate in the past three years.

Over a longer window, apartment rent growth in both the Poughkeepsie Submarket and the Poughkeepsie metro at large has been convincingly strong, if not truly outsized. The average apartment rent in the Poughkeepsie Submarket is 33.9% higher than it was a decade ago, essentially matching the impressive 10-year metro-wide performance.

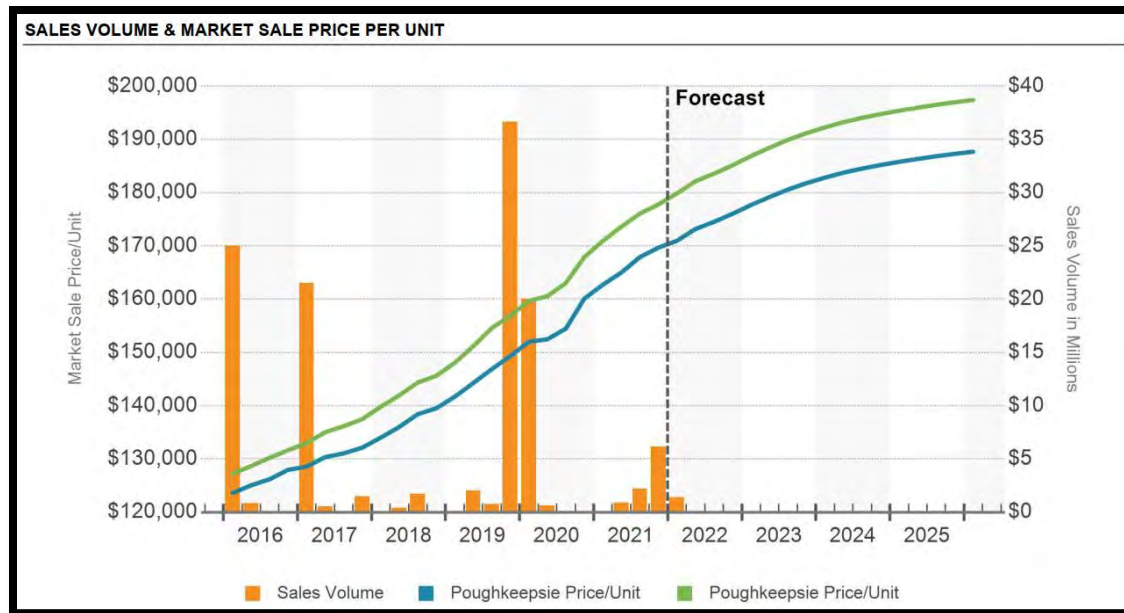


Sales

Buyers have shown steady interest in Poughkeepsie multifamily properties and have been busily acquiring assets over the years. That trend has continued through the past 12 months, as 9 communities were acquired. Annual sales volume has averaged \$17.5 million over the past five years, and the 12-month high in investment volume hit \$59.4 million over that stretch. In the past 12 months specifically, \$10.6 million worth of assets sold.

The market price, which is derived from the price movement of all communities in the submarket, now sits at \$170,579/door. That figure is up from this time last year, although the price itself still has some catching up to do to reach the overall average for the Poughkeepsie metro. The market cap rate has edged up in the past 12 months to 6.0%, and it's fairly similar to the metro average. While the rate is up from this time last year, it is below the five-year average.

Rip Van Winkle House, Poughkeepsie, NY



MARKET ANALYSIS – LOCATION:
POUGHKEEPSIE CITY⁶



Poughkeepsie (officially the City of Poughkeepsie, separate from the Town of Poughkeepsie around it) is a city in the U.S. state of New York. It is the county seat of Dutchess County. It is a principal city of the Poughkeepsie–Newburgh–Middletown metropolitan area which belongs to the New York metropolitan area.

⁶ The following information is taken from numerous sources, such as Costar, areavibe, Wikipedia, city-data, and government statistical data websites.

The city of Poughkeepsie is located on the western edge of Dutchess County, in Downstate New York's Hudson River Valley Area.

It is bordered by the town of Lloyd across the Hudson River to the west and by the town of Poughkeepsie on the north, east and south. There are two crossings of the Hudson River in Poughkeepsie: The Mid-Hudson Bridge for motor vehicles and pedestrians, and the pedestrian Walkway over the Hudson.

According to the United States Census Bureau, the city has an area of 5.7 square miles, of which 5.1 square miles is land, and 0.23 square miles (comprising 10.05%) is water. Poughkeepsie lies approximately 75 miles north of the center of the New York megacity. It is 73.5 miles south of the New York state capital of Albany. The highest elevation of Poughkeepsie is 380 feet above sea level on College Hill. Its lowest is on the Hudson River.

Population

As of the 2020, the city had a population of 31,577 up by 0.44% in 2021. The city's population count as of 2022 is 31,715 and is expected to continue to rise to 31,718 by 2027.

Population Summary	
2010 Total Population	32,736
2020 Total Population	31,577
2020 Group Quarters	1,080
2022 Total Population	31,715
2022 Group Quarters	1,080
2027 Total Population	31,718
2022-2027 Annual Rate	0.00%

ESRI

There are 13,181 households and 6,811 families residing in the city as of 2022. The average household size is 2.32 and the average family size is 3.13. By 2027, households are anticipated to rise to 13,290 with an annual increase rate of 0.16% and families are estimated to be 6,835 which results to a 0.07% annual growth rate.

Household Summary	
2010 Households	12,400
2010 Average Household Size	2.41
2020 Total Households	13,139
2020 Average Household Size	2.32
2022 Households	13,181
2022 Average Household Size	2.32
2027 Households	13,290
2027 Average Household Size	2.31
2022-2027 Annual Rate	0.16%
2010 Families	6,686
2010 Average Family Size	3.17
2022 Families	6,811
2022 Average Family Size	3.13
2027 Families	6,835
2027 Average Family Size	3.10
2022-2027 Annual Rate	0.07%

ESRI

Occupation and Household Income

Poughkeepsie is neither predominantly blue-collar nor white-collar, instead having a mixed workforce of both blue-collar and white-collar jobs. Overall, it is a city of service providers, professionals and manufacturing and labor workers. There are especially a lot of people living in the city who work in administrative support (11.6%), management, business, and financial occupations (9.9%), and sales jobs (9%).

2022 Employed Population 16+ by Occupation	
Total	14,411
White Collar	54.2%
Management/Business/Financial	9.9%
Professional	23.8%
Sales	9.0%
Administrative Support	11.6%
Services	27.4%
Blue Collar	18.3%
Farming/Forestry/Fishing	0.1%
Construction/Extraction	4.6%
Installation/Maintenance/Repair	3.2%
Production	2.5%
Transportation/Material Moving	8.0%

ESRI

The majority of businesses in the city are for various services including health and legal services, automotive services, amusements and educational institutions. There are a number of retail trade businesses, as well.

by SIC Codes	Businesses		Employees	
	Number	Percent	Number	Percent
Agriculture & Mining	7	0.6%	39	0.2%
Construction	66	5.3%	280	1.7%
Manufacturing	27	2.1%	893	5.3%
Transportation	29	2.3%	604	3.6%
Communication	9	0.7%	104	0.6%
Utility	8	0.6%	1,190	7.0%
Wholesale Trade	30	2.4%	258	1.5%
Retail Trade Summary	185	14.7%	1,142	6.7%
Home Improvement	3	0.2%	18	0.1%
General Merchandise Stores	8	0.6%	48	0.3%
Food Stores	23	1.8%	75	0.4%
Auto Dealers, Gas Stations, Auto Aftermarket	18	1.4%	63	0.4%
Apparel & Accessory Stores	4	0.3%	14	0.1%
Furniture & Home Furnishings	10	0.8%	73	0.4%
Eating & Drinking Places	79	6.3%	663	3.9%
Miscellaneous Retail	40	3.2%	188	1.1%
Finance, Insurance, Real Estate Summary	104	8.3%	642	3.8%
Banks, Savings & Lending Institutions	22	1.8%	164	1.0%
Securities Brokers	9	0.7%	47	0.3%
Insurance Carriers & Agents	16	1.3%	78	0.5%
Real Estate, Holding, Other Investment Offices	57	4.5%	353	2.1%
Services Summary	616	49.0%	9,462	55.9%
Hotels & Lodging	3	0.2%	161	1.0%
Automotive Services	43	3.4%	171	1.0%
Motion Pictures & Amusements	21	1.7%	220	1.3%
Health Services	129	10.3%	4,096	24.2%
Legal Services	74	5.9%	454	2.7%
Education Institutions & Libraries	35	2.8%	1,538	9.1%
Other Services	311	24.8%	2,822	16.7%
Government	94	7.5%	2,283	13.5%
Unclassified Establishments	81	6.4%	23	0.1%
Totals	1,256	100.0%	16,920	100.0%

ESRI

Rip Van Winkle House, Poughkeepsie, NY

As of 2022, 17.2% of the city's population are earning below \$15,000, the highest percentage in the city, followed by 15.9% who are earning between \$50,000 and \$74,999. The average household income is \$71,780.

2022 Households by Income	
Household Income Base	13,181
<\$15,000	17.2%
\$15,000 - \$24,999	12.7%
\$25,000 - \$34,999	10.5%
\$35,000 - \$49,999	13.0%
\$50,000 - \$74,999	15.9%
\$75,000 - \$99,999	9.7%
\$100,000 - \$149,999	11.9%
\$150,000 - \$199,999	4.3%
\$200,000+	4.7%
Average Household Income	\$71,780

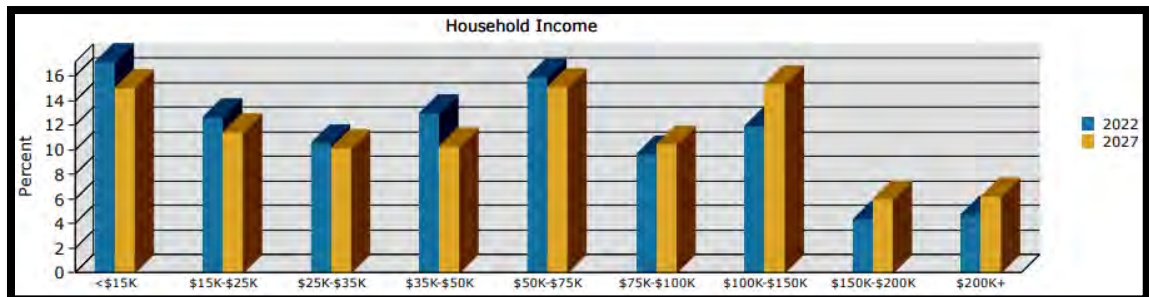
ESRI

As of 2022, the median household income is \$45,120 and the per capita income is \$30,100. By 2027, median household income is anticipated to increase to \$53,774, while per capita income is expected to grow to \$36,255, demonstrating a yearly growth of 3.84% and 4.09% respectively.

Median Household Income	
2022	\$45,120
2027	\$53,774
Per Capita Income	
2022	\$30,100
2027	\$36,255

ESRI

The graph below indicates the categorization of the projected household income from 2022 to 2027.



ESRI

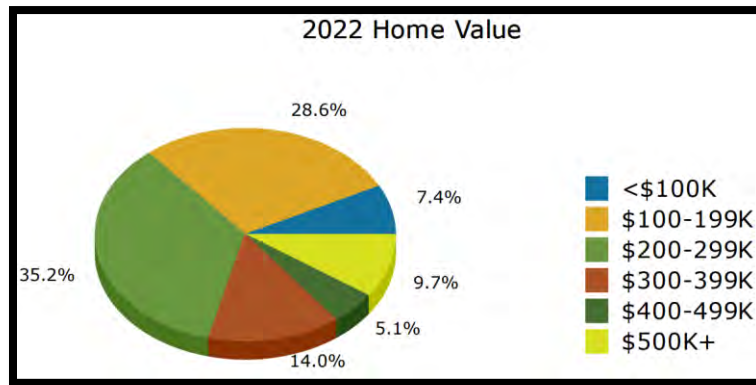
As of 2022, the city has a 7.3% unemployment rate.

2022 Civilian Population 16+ in Labor Force	
Civilian Population 16+	15,544
Population 16+ Employed	92.7%
Population 16+ Unemployment rate	7.3%

ESRI

Real Estate and Housing

The majority of homes are valued between \$200,000 and \$299,000 accounting for 35.2% of the housing units, followed by those priced between \$100,000 and \$199,000 with 28.6%. 14% are priced from \$300,000 and above while 9.7% are evaluated from \$500,000 and above.



ESRI

The city has a median house value of \$231,587 in 2022. It is projected to be at \$248,737 by 2027, representing an annual growth rate of 1.48%.

Median Home Value	
2022	\$231,587
2027	\$248,737

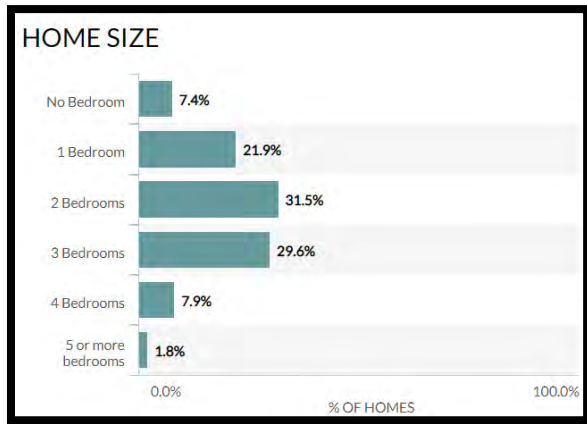
ESRI

Of the 14,830 housing units, 59.6% are renter occupied, 29.3% are owner occupied and 11.1% are vacant as of 2022. The chart below indicates that the number of rented units surpasses the number of owned units and is expected to continue on this trend through 2027.

Housing Unit Summary	
2000 Housing Units	13,168
Owner Occupied Housing Units	33.7%
Renter Occupied Housing Units	57.6%
Vacant Housing Units	8.7%
2010 Housing Units	13,984
Owner Occupied Housing Units	33.1%
Renter Occupied Housing Units	55.6%
Vacant Housing Units	11.3%
2020 Housing Units	14,604
Vacant Housing Units	10.0%
2022 Housing Units	14,830
Owner Occupied Housing Units	29.3%
Renter Occupied Housing Units	59.6%
Vacant Housing Units	11.1%
2027 Housing Units	15,005
Owner Occupied Housing Units	29.3%
Renter Occupied Housing Units	59.3%
Vacant Housing Units	11.4%

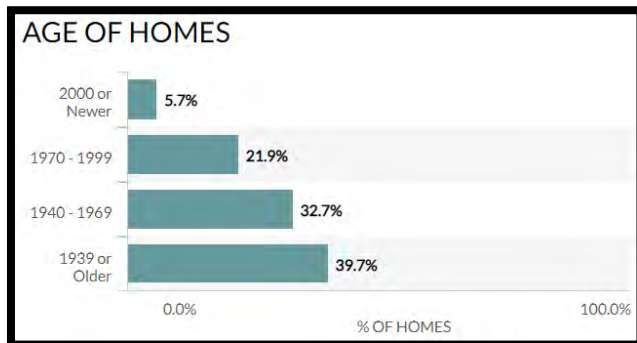
ESRI

The most prevalent building size is two- and three-bedroom dwellings.



Neighborhoodscout

The housing in Poughkeepsie was primarily built before 1939 (39.7%). The next most important housing age is between 1940-1969 (32.7%), followed by between 1970-1999 (21.9%). There's also some housing built between 2000 and later (5.7%).



Neighborhoodscout

Crime

Poughkeepsie, NY Crime				
Statistic	Reported Incidents	Poughkeepsie /100k People	New York /100k People	National /100k People
Total crime	772	2,533	1,775	2,346
Violent crime	243	797	364	388
Property crime	529	1,736	1,411	1,958

Areavibes

The table above provides a full overview of all reported crimes in Poughkeepsie, NY for the year. The sum of recorded criminal acts in Poughkeepsie is displayed; for comparisons, each offense is also shown regarding the number of offenses per 100,000 people. Along with this, they are separated into multiple categories: violent crimes and property crimes. The crime data reveals that the overall Poughkeepsie crime rates are 43% higher than in comparison to the New York mean and is 8% higher than the nation's mean. Regarding violent offenses, Poughkeepsie has a rate that is 119% higher than the New York average; compared to the United States, it is 105% higher than. Looking at crimes involving property, Poughkeepsie is 23% higher than its state's mean but is 13% lower than the country's average.

Education

The Poughkeepsie City School District is the public K–12 school system, serving approximately 5,000 students.

The Oakwood Friends School is a co-ed boarding and day school serving approximately 170 students, grades 5–12. Located about 75 miles north of New York City, it is the oldest college preparatory school in New York State, founded in 1796. Oakwood was founded on the Quaker principles of Simplicity, Peace, Integrity, Community, Equality, and Stewardship. The school's vibrant community nurtures the spirit, scholar, artist, and athlete in each student. Poughkeepsie Day School, also outside the city, is a progressive co-ed pre-K-through-12-day school serving approximately 140 students, founded in 1934 by local families and members of the Vassar College faculty. Other private schools in the area include Tabernacle Christian Academy and Our Lady of Lourdes High School.

Spackenkill Union Free School District, comprising generally the southern part of the town of Poughkeepsie, consists of Hagan Elementary School, Nassau Elementary School, Orville A. Todd Middle School, and Spackenkill High School.

Colleges and universities

Two institutions of higher learning operate campuses within the city: Adelphi University's Hudson Valley Center and the Ridley-Lowell Business and Technical Institute.

The Culinary Institute of America's main campus is located in the suburb of Hyde Park, north of the city of Poughkeepsie. Dutchess Community College, Marist College, and Vassar College are all located in the surrounding Town of Poughkeepsie.

Transportation

Poughkeepsie sits at the junction of the north–south US 9 and east–west US 44 and NY 55 highways.

Rail commuter service to New York City is provided at the Poughkeepsie Metro-North station by the MTA's Metro-North Railroad. Poughkeepsie is the northern terminus of Metro-North's Hudson Line. Amtrak also serves the station, along the Hudson River south to New York City's Pennsylvania Station and north along the river to Albany-Rensselaer station and points further north and west. Amtrak trains serving Poughkeepsie are the Adirondack, Empire Service, Ethan Allen Express, Maple Leaf, and Lake Shore Limited.

The Mid-Hudson Bridge, opened in 1930, carries US 44 and NY 55 across the Hudson River from Poughkeepsie to Highland. The Poughkeepsie Bridge opened in 1889 to carry railroad traffic across the Hudson, the usage of the bridge came to an end when a 1974 fire damaged its decking. A local group (Walkway over the Hudson) raised the funds to convert the bridge into a unique linear park connecting rail-trails on both sides of the Hudson River. The Walkway Over The Hudson opened on October 3, 2009, coinciding with the 400th anniversary of Henry Hudson's first exploration of the river named for him. The bridge is now open for pedestrian and bicycle use and is a state historic park.

The Dutchess County Airport in nearby Wappinger services general aviation, although it once had scheduled air carrier service by Colonial Airlines in the 1950s and regional airline service by Command Airways and others in the 1960s–1980s. The nearest major airport to Poughkeepsie is Stewart International Airport about 25 miles south in Newburgh. Other nearby airports include Westchester County Airport approximately 58.1 miles south, Albany International Airport approximately 85 miles north and the three major metropolitan airports for New York City: John F. Kennedy International Airport approximately 88 miles south, Newark Liberty International Airport approximately 88 miles south, and LaGuardia Airport approximately 80 miles south.

Bus transit service is provided by Dutchess County Public Transit, operated by Dutchess County, which travels throughout Dutchess County and serves as the main link to the Route 9 corridor, including Poughkeepsie Galleria and South Hills Mall.

Both services have a quasi-hub at the intersection of Main and Market streets, adjacent to the Mid-Hudson Civic Center and at the west end of the former pedestrian-only Main Mall (the mall was removed in 2001, with those blocks being restored back to traffic and to the name Main Street). Other buses serving this area include Adirondack Trailways, Short Line, commuter runs to White Plains, and a shuttle to New Paltz.

Economy

As of 2020, the dominant industries in Poughkeepsie are healthcare, retail, education, science and technology, finance, and manufacturing. Cricket Wireless, Stop & Shop, Best Buy, Barnes & Noble, Rite Aid, Dunkin', Marshalls, Boost Mobile, Metro by T-Mobile, Verizon Communications, M&T Bank, Chase Bank, Big Lots, ShopRite, and Charter Communications are companies with a significant presence in the city and surrounding area.

IBM has a large campus in the adjacent town of Poughkeepsie. It was once referred to as IBM's "Main Plant", although much of the workforce has been moved elsewhere in the company (2008). The site once built the IBM 700/7000 series of computers as well as the IBM 7030 Stretch computer and later, together with the Endicott site, IBM mainframes. The RS/6000 SP2 family of computers, which came to fame after one of them won a chess match against world chess master Garry Kasparov, were also manufactured by IBM Poughkeepsie. In October 2008, IBM's Poughkeepsie facility was named "Assembly Plant of the Year 2008" by the editors of Assembly Magazine. Poughkeepsie remains IBM's primary design and manufacturing center for its newest mainframes and high-end Power Systems servers, and it is also one of IBM's major software development centers for z/OS and for other products.

Until 1972, Poughkeepsie was home to the Smith Brothers cough drop factory. The Smith Brothers' gravesite is in the Poughkeepsie Rural Cemetery.

Major Employers

Major employers in Dutchess County include:

HealthQuest	5,600*
IBM	4,100
Vassar Brothers Medical Center . .	2,100
Bard College	1,800
Global Foundries	1,800
Mid-Hudson Regional Hospital. . .	1,800
Culinary Institute of America . . .	1,500
Marist College	1,300
Vassar College	1,100
Central Hudson	1,000

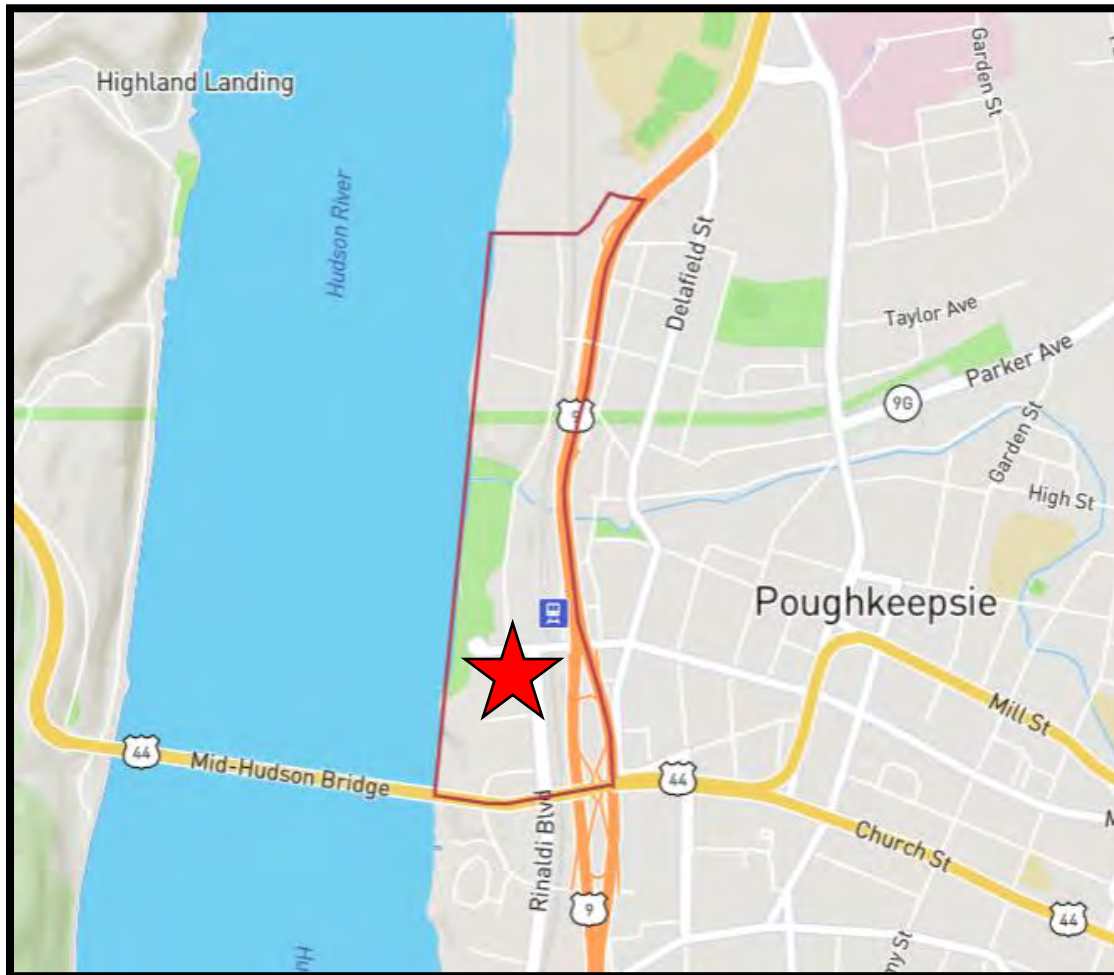
* Includes Vassar Brothers Medical Center

Thinkdutchess.com

MARKET ANALYSIS – LOCATION:

IMMEDIATE NEIGHBORHOOD⁷

The subject is located in Poughkeepsie West neighborhood. It is bound by Spruce Street to the north, US 9 to the east, US 44 to the south and Hudson River to the west.



Subject's location is indicated by the red star on the map above.

⁷ The following information is taken from numerous sources, such as Costar, areavibe, Wikipedia, city-data, and government statistical data websites.

The area is a mixture of residential dwellings, commercial establishments, and recreation areas. Commercial establishments include:

- River Station Seafood Restaurant
- Mahoney's Irish Pub & Steakhouse
- Akari Sushi Japanese Restaurant
- Poughkeepsie Waterfront Market
- Erin O' Neills Pub & Grill

Main thoroughfares in the area include US 9, US 44 and Main Street. The area's proximity to these thruways allows for easy access in and around Poughkeepsie.

Real Estate and Housing

Poughkeepsie West real estate is primarily made up of small (studio to two bedroom) to medium sized (three or four bedroom) small apartment buildings and apartment complexes/high-rise apartments. Most of the residential real estate is renter occupied. Many of the residences in the neighborhood are older, well-established, built between 1940 and 1969. A number of residences were also built between 1970 and 1999.

Occupation

36.9% of the working population is employed in sales and service jobs, from major sales accounts, to working in fast food restaurants. The second most important occupational group in the neighborhood is executive, management, and professional occupations, with 31.7% of the residents employed. Other residents are employed in clerical, assistant, and tech support occupations (16.5%), and 14.9% in manufacturing and laborer occupations.

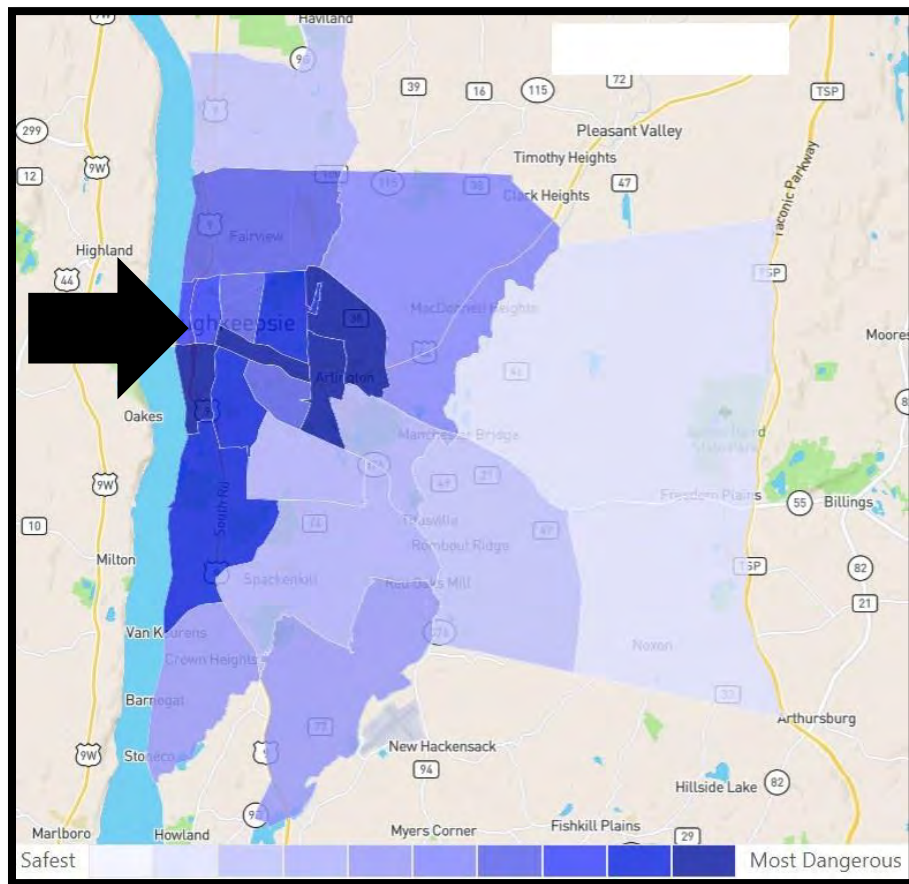
Transportation

The greatest number of commuters in the neighborhood spends between 30 to 45 minutes commuting one-way to work (28.4% of working residents).

Most residents (66.3%) drive alone in a private automobile to get to work. In addition, quite a number also carpool with coworkers, friends, or neighbors to get to work (14.9%) and 9.3% of residents also hop out the door and walk to work for their daily commute.

Rip Van Winkle House, Poughkeepsie, NY

Crime



Neighborhoodscout

Subject location indicated by black arrow.

Crime rate in the area is considered high and in line with the broader Poughkeepsie surrounding areas, as indicated by the heat map above.

PROPERTY DESCRIPTION

Rip Van Winkle House is a 179-unit high-rise apartment building situated on 4.9 acres of land located at 10 Rinaldi Boulevard in Poughkeepsie, New York. The property consists of an eighteen-story elevator structure (gross building area - 221,846 SF). Units range between one and four bedrooms (37 one-bedroom units; 90 two-bedroom units; 40 three-bedroom units; 12 four-bedroom units). All units are administered by HUD Section 8 through a HAP Contract with the exception of 1 two-bedroom unit which is a non-Section 8 unit. Tenancy is not restricted to any age or physical disability. The property was constructed in 1968 and remains in average condition. All units are occupied or are being turned over for imminent occupation as of the date of inspection.

SITE

Location:

The subject is located on the south-westerly corner of Rinaldi Boulevard and Main Street signalized intersection and extends to the north-westerly corner of Rinaldi Boulevard and Long Street. Further east of the subject is US 9 while further south is US 44. The subject's proximity to these thruways allows for easy access in and around Poughkeepsie and the broader New York. The western side of the building is only two hundred feet from the edge of the Hudson River.

Wetlands and Watersheds:



The subject is not impacted by wetlands or watersheds, to the appraiser's best knowledge.

Easements/ Encumbrances: The subject is not impacted by any easements or encumbrances, to the appraiser's best knowledge.

Land use Restrictions: There are no known adverse environmental conditions on the subject site, nor easements or encumbrances that would adversely affect the subject's functionality, to the appraiser's best knowledge. Please reference Limiting Conditions and Assumptions.

Flood Zone: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone AE, which is classified as a flood hazard area.



Subject location indicated by the red star on the flood map above.

FEMA Map Number: 36027C0354E

FEMA Map Date: May 2, 2012

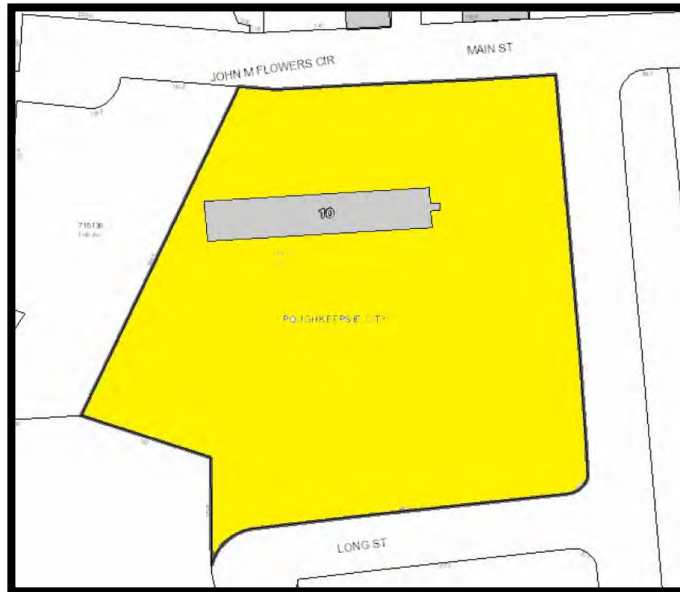
The subject is not in a flood zone.

Site Size: Total: 4.90 acres; 213,444 square feet

Usable: 4.90 acres; 213,444 square feet

Shape:

The site is irregularly shaped



Subject site is highlighted in yellow on the map above.

Access and Visibility:

The subject has 442 feet of frontage and visibility from Rinaldi Boulevard, 352 feet from Main Street and 426 feet from Long Street. Access is via curb cuts along the frontage avenues.

Topography:

The subject slopes downward (toward the river) in a westerly direction.

Soil Conditions:

The soil conditions observed at the subject appear to be typical of the region and adequate to support development.

Utilities:

The site is served by public electricity, sewer, water, and gas. The subject's utilities are typical and adequate for the market area.

Parking lot:

The subject has a parking lot with approximately 150 parking spaces.

Site Improvements:

The site has a paved and stripped parking area and landscaping.

Surrounding
Improvements:

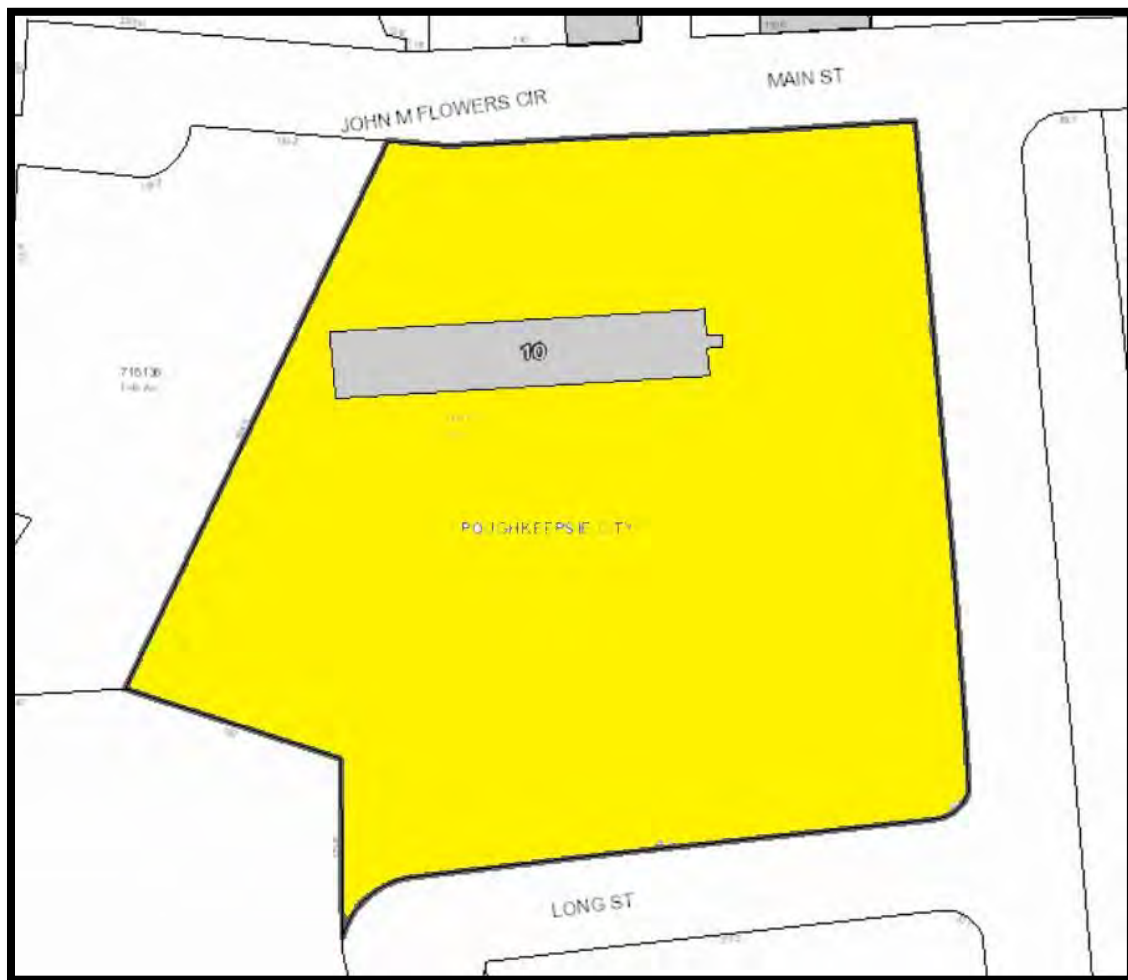
The surrounding improvements within the immediate vicinity of the subject site are a mix of commercial establishments and residential dwellings. Several restaurants are located to the north of the subject while Kaal Rock Manor Apartments is located on the south. Main Street, US 9 and US 44 connect the area to neighboring municipalities and the broader Poughkeepsie area.

WETLANDS MAP



The subject site is outlined in yellow on the map above. The site is not impacted by wetlands, to the appraiser's best knowledge.

TAX MAP



Subject parcel is highlighted in yellow on the map above.

ASSESSMENT AND TAXES

Taxing Authority Poughkeepsie City
Assessment Year 2022

Real Estate Assessment Analysis

Tax ID	Per SF	Per Acre	Total	Equalization Ratio	Implied Value
131300-6062-74-749131-0000	\$48.41	\$2,191,837	\$10,740,000	100%	\$10,740,000

Real Estate Assessment and Taxes

Tax ID	Land	Improvements	Total	City Rate	Taxes
131300-6062-74-749131-0000	\$597,500	\$10,142,500	\$10,740,000	\$40.57	\$435,719

Comments

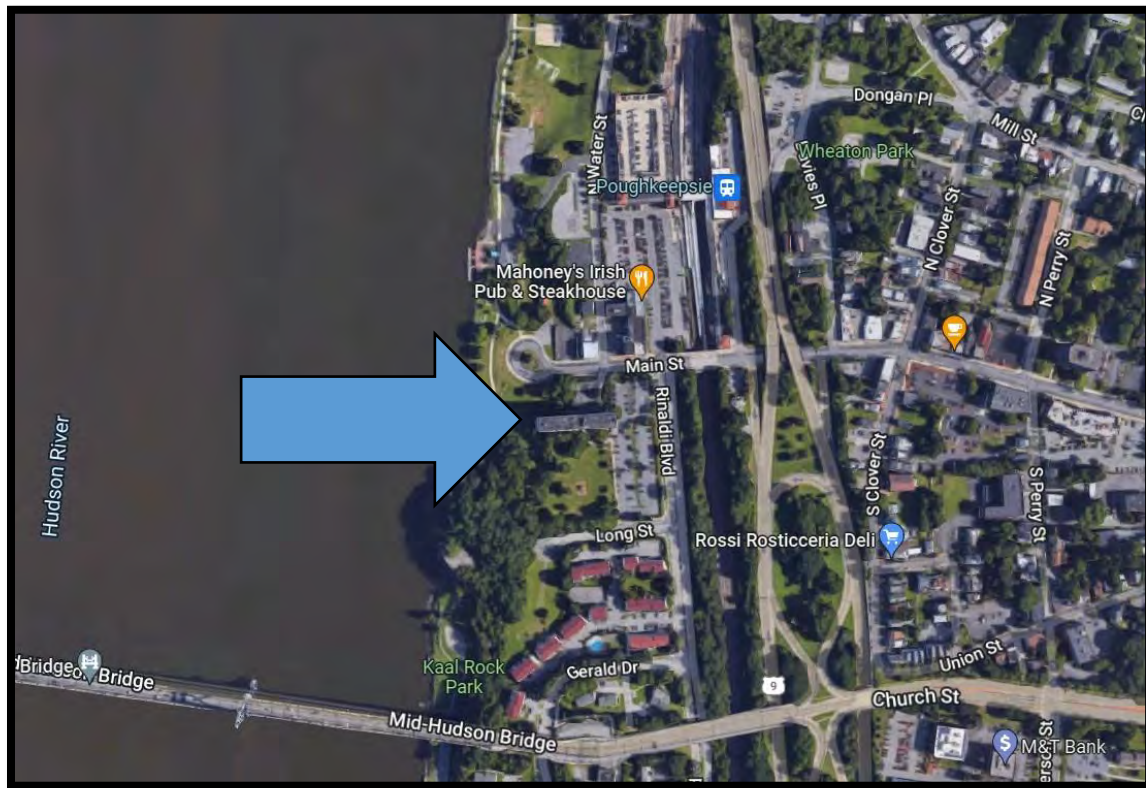
The 2022 total taxes equate to \$1,267 per dwelling unit.

As a test of reasonableness and to ascertain that the subject current tax amount should be projected into the future, we have analyzed several competing multifamily properties for their tax burden, as presented below:

REAL ESTATE TAX COMPARABLES (2022)						
Property	Year Built/Renovated	Units	Assessed Value	\$/Unit	Total Tax	\$/Unit
Subject						
Rip Van Winkle House	1968	179	\$10,740,000	\$60,000	\$226,826	\$1,267
Comparables						
Lucky Platt	1865/2020	148	\$11,071,000	\$74,804	\$233,827	\$1,580
Kaal Rock Manor Apartments	1976	114	\$6,400,000	\$56,140	\$144,459	\$1,267
Royal Cove at Poughkeepsie	1966	288	\$19,687,500	\$68,359	\$407,356	\$1,414
Source: Dutchess County					Average:	\$1,421

The comparables average tax per unit is slightly above the subject and indicates that the subject assessment is unlikely to change. We do note that the property with the highest assessment – Lucky Platt – is also the most recently renovated and in the best condition. This factor will be analyzed in the post rehab scenario for the subject.

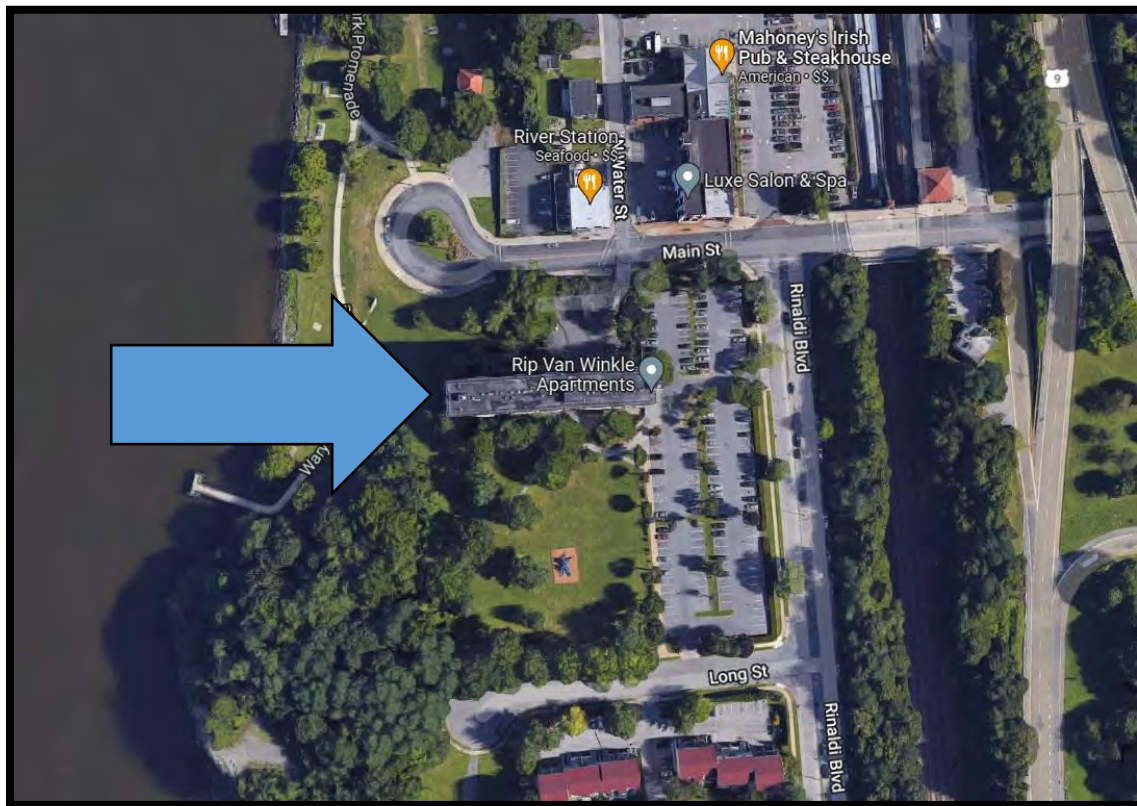
BROAD AERIAL MAP



Subject's location is indicated by the blue arrow on the map above.

Rip Van Winkle House, Poughkeepsie, NY

CLOSE-UP AERIAL



Subject's location is indicated by the blue arrow on the map above.

ZONING

Zoning Code	WTOD
Zoning Description	Waterfront Transit Oriented Development
Permitted Uses	Permitted uses include art studio, auditorium, bank, banquet facility, bar, cocktail lounge, tavern, boat launch, boat repair facility, broadcast studio, cabaret, community facility, convenience store, conference center, cultural facility, library museum, art gallery, day care center, group or family day care, multifamily dwelling, home occupation, hotel, live/work space, market for arts, crafts or food products, marina, mixed-use developments, rental motor vehicle, nightclub, offices, business, professional, medical, parks, recreation and open space, parking as principal use, parking structure, personal service, pier, public uses/community services, public utilities, commercial recreational facility, standard restaurant, retail establishment, theater and townhouse. A full copy of the zoning information is included in the addenda.
Lot Width	100 feet
Lot Frontage	100 feet
Minimum Front Yard	20 feet
Minimum Side Yard	The distance from the structure to the property line shall be one half times the height of the structure closest to the property line or fifteen feet, whichever is greater
Minimum Rear Yard	The distance between buildings on one site shall be two-thirds of the height of the taller building or twenty-five feet, whichever is greater
Lot Coverage	70%

Conclusion

The subject's current use as a multifamily complex is a permitted use. The subject is, therefore, existing and legally conforming.⁸



⁸ Details regarding zoning compliance are intended only in the general sense. Zoning and building ordinances vary significantly from one municipality to another and are extremely detailed. The scope of this report does not include a comparison of every potentially significant characteristic of the subject's site and improvements in reference to zoning and building ordinances.

IMPROVEMENTS

IMPROVEMENTS DESCRIPTION

Development/Property Name: Rip Van Winkle House

Property Type: Current: Multifamily

Overview: Rip Van Winkle House is a 179-unit high-rise apartment building situated on 4.9 acres of land located at 10 Rinaldi Boulevard in Poughkeepsie, New York. The property consists of an eighteen-story elevator structure (gross building area - 221,846 SF). Units range between one and four bedrooms (37 one-bedroom units; 90 two-bedroom units; 40 three-bedroom units; 12 four-bedroom units). All units are administered by HUD Section 8 through a HAP Contract with the exception of 1 two-bedroom unit which is a non-Section 8 unit. Tenancy is not restricted to any age or physical disability. The property was constructed in 1968 and remains in average condition. All units are occupied or are being turned over for imminent occupation as of the date of inspection.

Grounds

The building has an on-site open-air stripped parking area with approximately 150 spots. Parking is on a first-come-first-served basis. The grounds have concrete walkways, greenery, landscaping, and a playground.

Exterior

The buildings are cinder block construction with concrete façade, vinyl double hung and sliding windows and flat roof.

Common Areas

Entrance to the building is through a double glass door that leads to a vestibule with intercom system and another set of double glass door that leads to the lobby. The lobby has the reception desk with security guard. There is a management office, laundry room, community room, business center, two elevators, stairs, vending machines, and mailbox banks. The elevator and stairs only go to every other floor because it is mostly

townhouse-style. Common hallways have linoleum floors, security cameras, fire alarm system, smoke detectors and illuminated exit lighting.

Security

The building has an extensive array of security cameras monitored by management as well as a 24/7 on duty security guard on-site. Additionally, management has an arrangement with the local police to patrol the property a few times a day.

Interior

The following units were accessed:

- Unit 11Q: Two-bedroom unit
- Unit 5O: Three-bedroom unit
- Unit 9C: Four-bedroom unit

The layout and condition of the other units are assumed to be similar to the units inspected.

The units are equipped with:

- Hollow steel core door with peep hole
- Vinyl double hung and sliding windows
- Carpeted/tile floors
- Cinder block concrete walls
- 8-foot drywall ceilings

Bathrooms have:

- Tile floors
- Ceramic tub insert
- Vanity

Kitchens have:

- Tile floors
- Formica countertops
- Simulated wood cabinets
- Stainless steel sink insert
- Electric stove
- Refrigerator

Features:

- Hot water base board heating system (gas-fired)
- No air conditioning
- Fluorescent lights
- Blinds
- The building shape (rectangular with the length of the building in an east-west direction) means that every unit has tranquil waterviews of the adjacent Hudson River.
- Most of the units are two stories – townhouse style

Condition.	The subject is in overall average condition.
Year Built:	The subject was constructed in 1968. The subject has an effective age of 45 years and a remaining life of 40 years.
Utilities:	The management pays for water, sewer, trash and gas for heat and hot water. Tenants pay for electric.
Electric	Appears to be adequate.
Mechanicals	Cooling: None Heating: Hot water base board heating system (gas-fired)
Deferred maintenance:	No deferred maintenance noticed.
Capital Improvements:	Ownership intends to renovate the kitchens, bathrooms and living areas and update common areas. Kitchen renovations include new cabinets, counters, appliances, and lighting. Bathroom renovations include new tubs, vanities, medicine cabinets, toilets, and lights. Common area updates include new flooring, doors, windows, and painting. Management estimates renovation costs at approximately \$70,710 per unit for a total projected cost of \$12,657,021. A full list of the renovations is included below. Based on the descriptions, it appears that the subject will be in good condition and with a higher-than-average level of appeal, upon completion.

Rip Van Winkle House, Poughkeepsie, NY

Rip Van Winkle - Poughkeepsie, NY			
Proposed Scope/Budget			
March 10, 2022			
Item	Quantity	Unit Cost	Sub-Total
Bathrooms			
Lighting upgrade	179	150.00	26,850.00
Tub/surround/valve	179	3,000.00	537,000.00
Vanity w/single lever faucet	179	650.00	116,350.00
Medicine Cabinet	179	100.00	17,900.00
Toilet Accessories	179	125.00	22,375.00
Toilet Replacement	179	500.00	89,500.00
New GFI Outlet	179	125.00	22,375.00
Kitchens			
Cabinet Replacement	179	4,300.00	769,700.00
Counters	179	1,200.00	214,800.00
Refrigerators-EnergyStar	179	750.00	134,250.00
Stoves	179	600.00	107,400.00
Grease Guards	179	30.00	5,370.00
Range Hood/Range Queens	179	175.00	31,325.00
Lighting Replacement	179	150.00	26,850.00
New GFI Outlet	179	125.00	22,375.00
Sinks-stainless steel sink	179	250.00	44,750.00
Faucets-single lever	179	200.00	35,800.00
Lighting Replacement	179	150.00	26,850.00
General Interior (BR/LR/DR)			
ADA Unit upgrades	9	50,000.00	450,000.00
Unit Lighting	179	400.00	71,600.00
Interior Doors	179	1,400.00	250,600.00
Flooring - LVT	179	6,000.00	1,074,000.00
Unit Painting	179	2,000.00	358,000.00
Wall Patching	179	1,000.00	179,000.00
ACM Abatement	179	3,000.00	537,000.00
Stair Rail Repair	179	600.00	107,400.00

Rip Van Winkle House, Poughkeepsie, NY

Common Areas			
Wi-Fi	Lump Sum	250,000.00	250,000.00
Flooring	Lump Sum	1,000,000.00	1,000,000.00
Painting	Lump Sum	500,000.00	500,000.00
Office/Laundry/Mail/Community Rm	Lump Sum	600,000.00	600,000.00
Hallway Flooring and Painting	9	25,000.00	225,000.00
Building Exterior			
Window replacement	1,700	1,000.00	1,700,000.00
Entry Door Replacement	Lump Sum	60,000.00	60,000.00
Façade	56,882	15.00	853,230.00
Site Improvements			
Exterior Lighting	Allowance		75,000.00
Parking Lot-Repair Fill Pot Holes - Top Coat	Allowance		100,000.00
Concrete-repair damaged walks and curbs; add ramps	Allowance		60,000.00
Playground	Allowance		125,000.00
Accessible Paths	Allowance		75,000.00
Landscaping	Allowance		150,000.00
General Signage Upgrade	Allowance		50,000.00
TOTAL	179	62,025.98	11,102,650.00
Cost Breakdown		Per Unit (179)	
Units		29,493.97	5,279,420.00
Common Areas		14,385.47	2,575,000.00
Site Improvements		3,547.49	635,000.00
Building Envelope		14,599.05	2,613,230.00
Full Rehabilitation Budget			
Hard Costs			11,102,650.00
General Conditions (6%)			666,159.00
Overhead (6%)			666,159.00
Profit (2%)			222,053.00
Total			12,657,021.00

AMERICANS WITH DISABILITIES ACT

Please reference the Limiting Conditions and Assumptions section of this report on page 11.

HAZARDOUS SUBSTANCES

Please reference the Limiting Conditions and Assumptions section of this report on page 11.

SUBJECT PHOTOGRAPHS



Subject front exterior



Subject front exterior



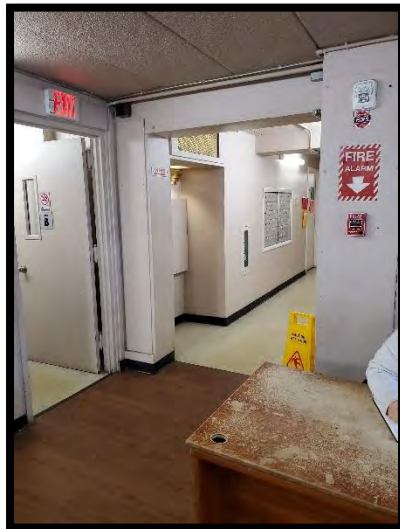
Subject side exterior



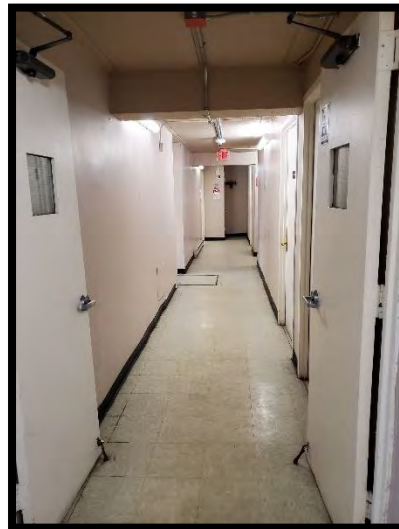
Parking area



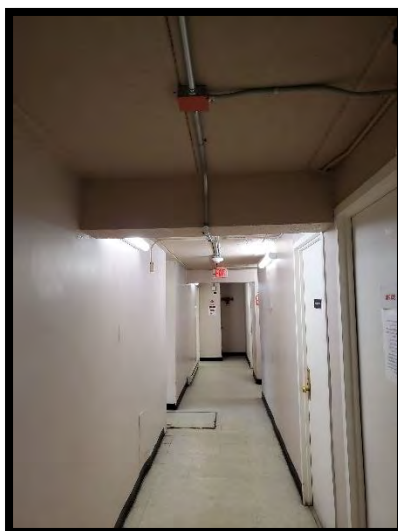
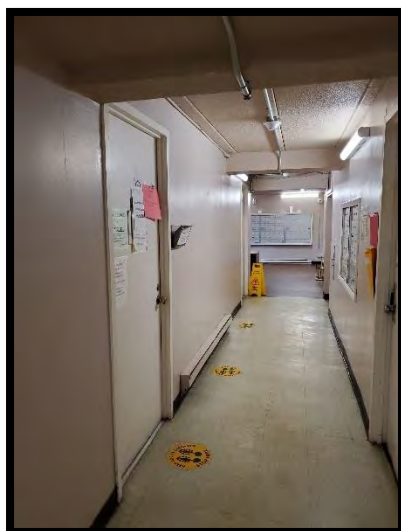
Resident planting area



Lobby/Reception desk



Common hallway



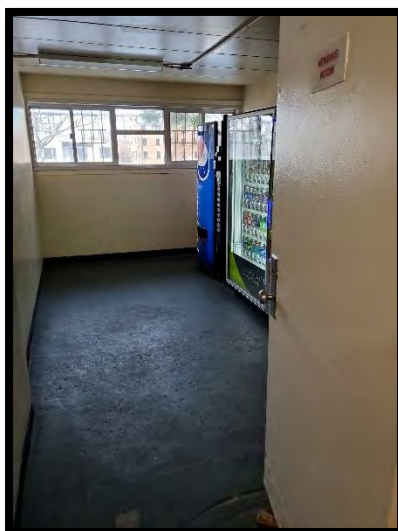
Common hallway



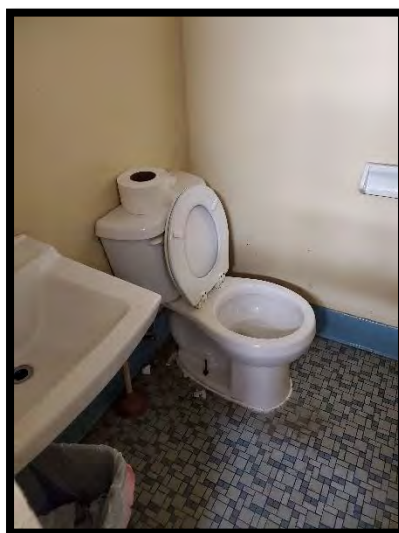
Mailbox bank



Smoke detector



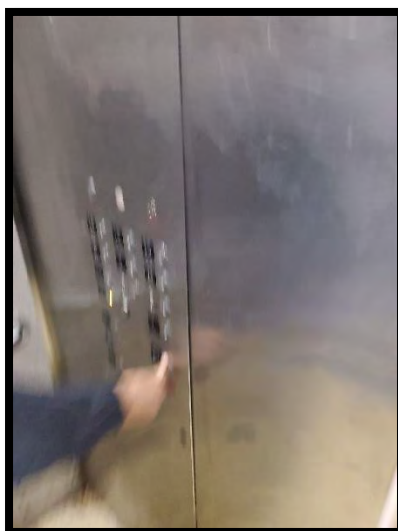
Vending machines



Common bathroom



Elevator bank



Elevator

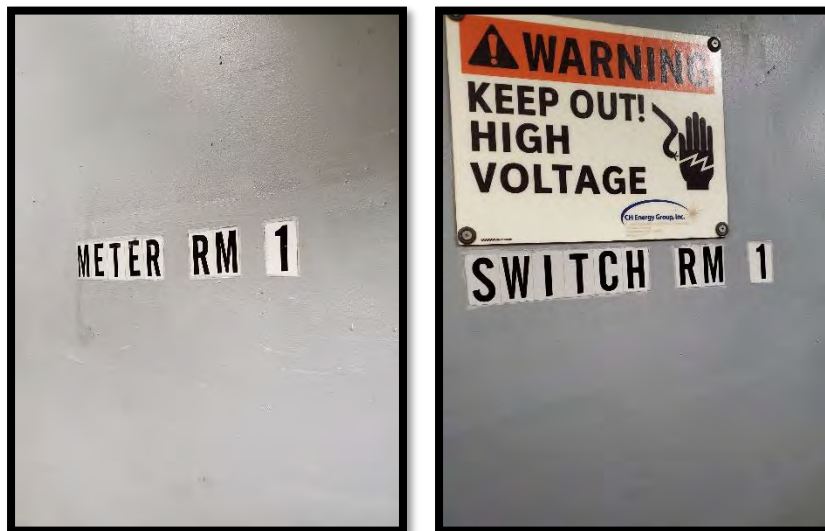


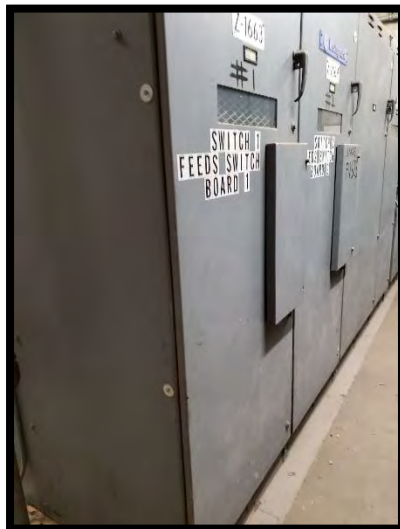
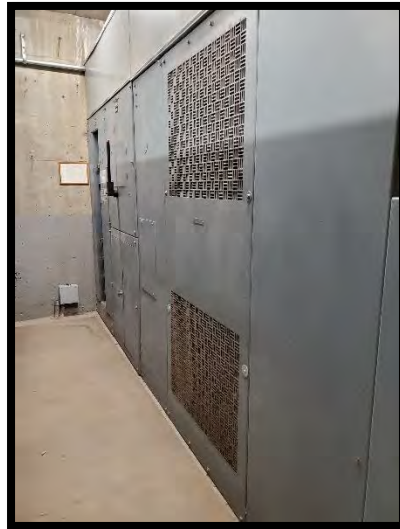
Electric meters





Power main and switch

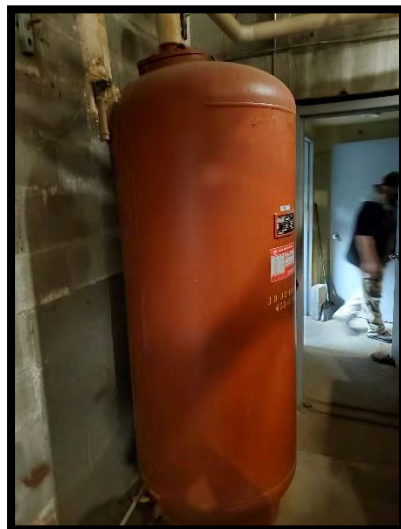
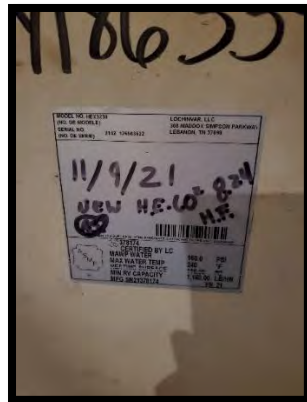






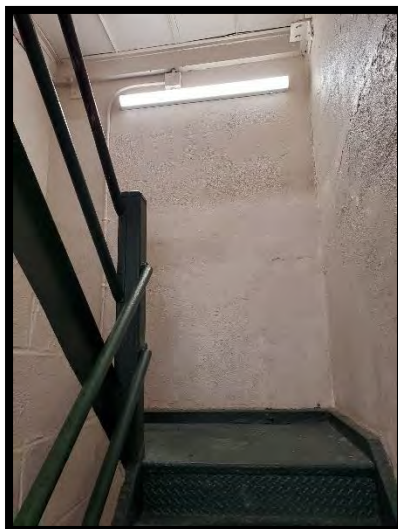
Heating system



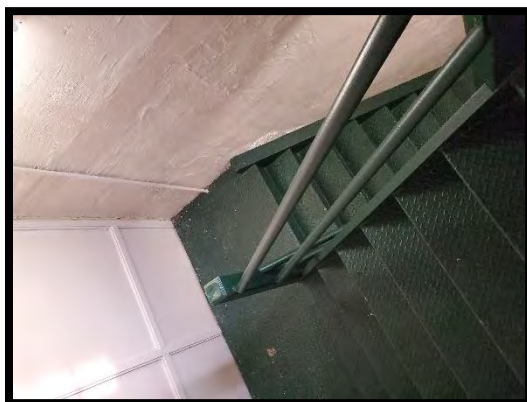


Boiler





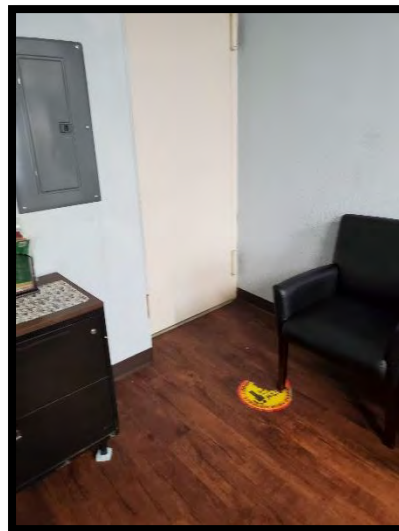
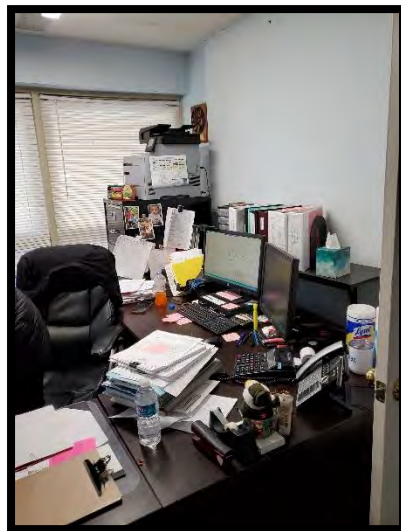
Stairs

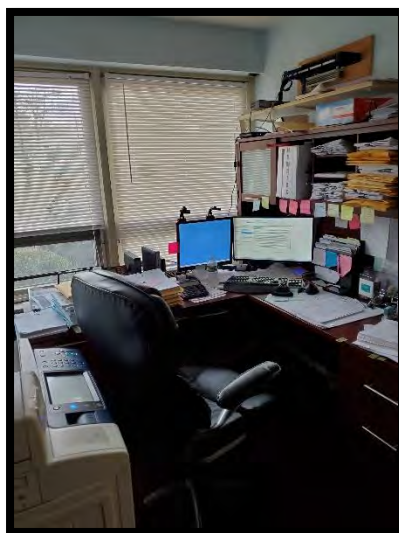


Rip Van Winkle House, Poughkeepsie, NY



Management office

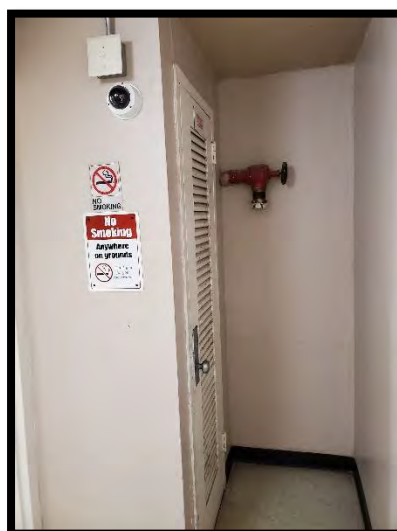




Security camera monitor



Laundry room



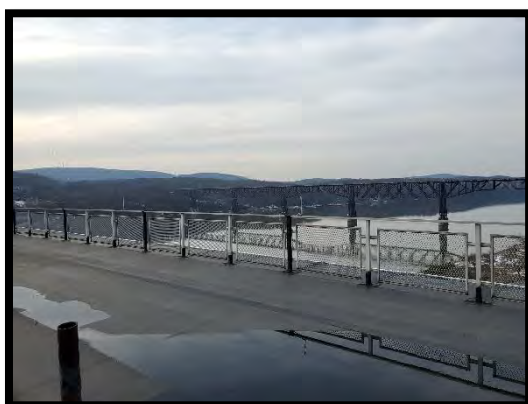
Rip Van Winkle House, Poughkeepsie, NY



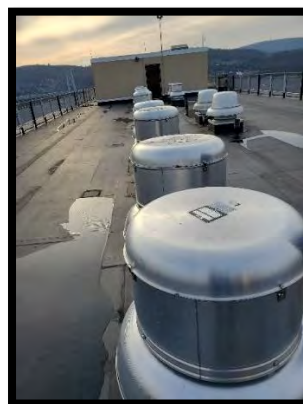
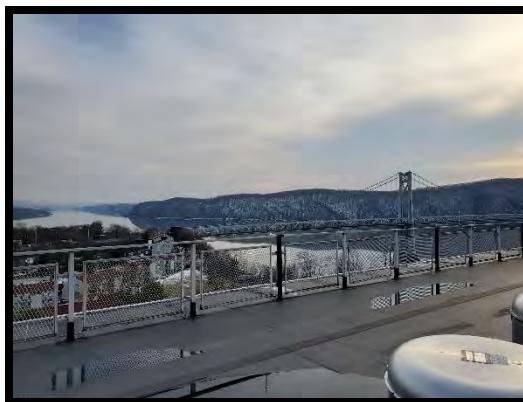
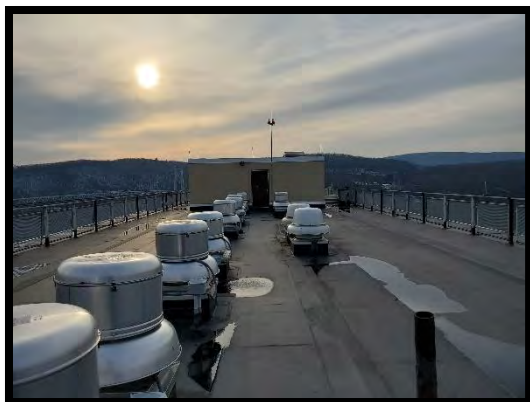
Community room



Roof

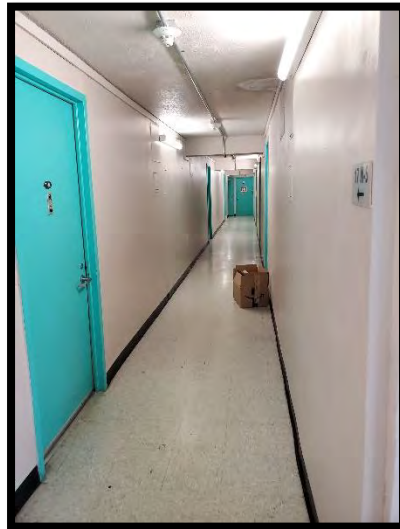
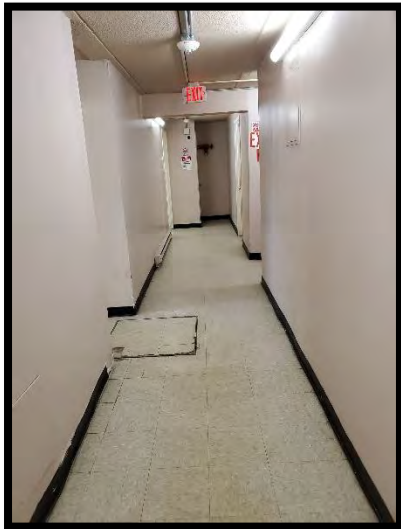


Rip Van Winkle House, Poughkeepsie, NY

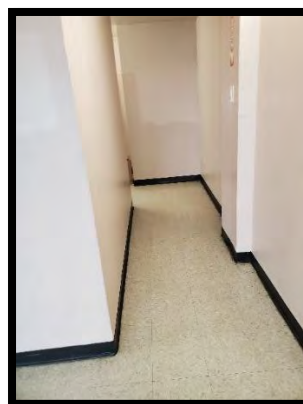




Elevator mechanical room



Common hallway



Cable room

Unit 11Q (Two-Bedroom)



Unit door



Intercom



Living room



Kitchen

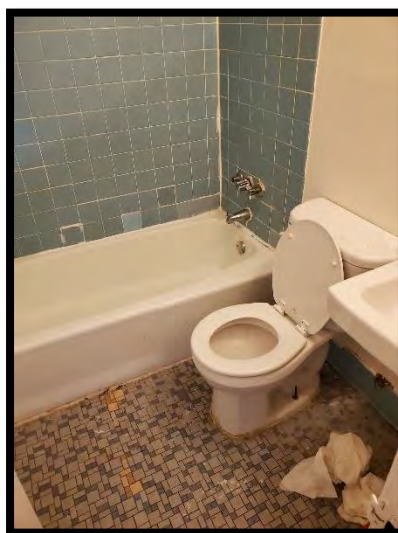
Rip Van Winkle House, Poughkeepsie, NY



Bedroom 1



Bedroom 2



Bathroom

Rip Van Winkle House, Poughkeepsie, NY

Unit 50 (Three-Bedroom)



Living room



Kitchen

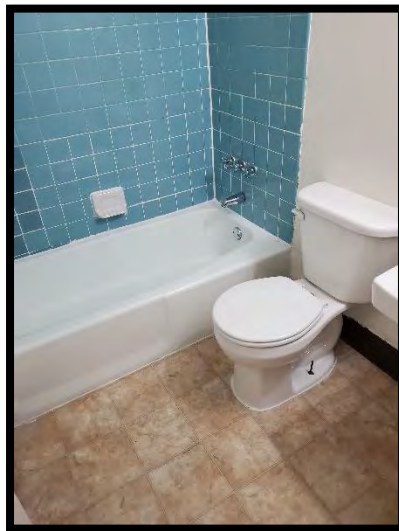


Kitchen





Bedroom 1



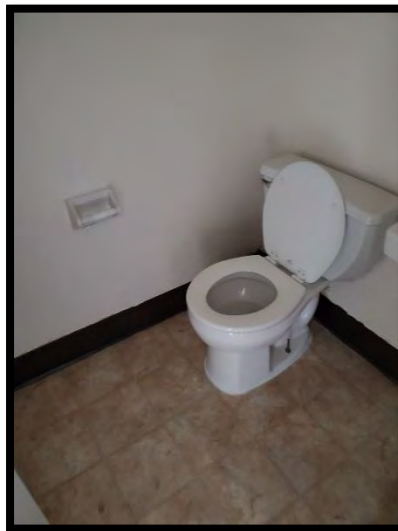
Full bathroom



Bedroom 2



Closet



Half bathroom

Unit 9C (Four-Bedroom)



Unit door

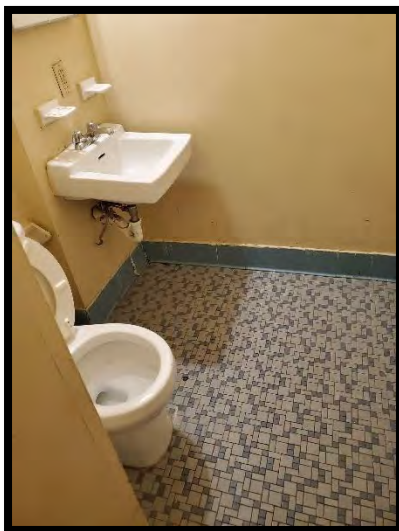


Living room



Kitchen

Rip Van Winkle House, Poughkeepsie, NY



Half bathroom



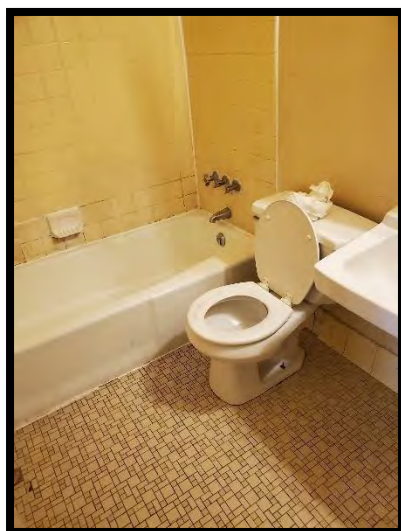
Stairs



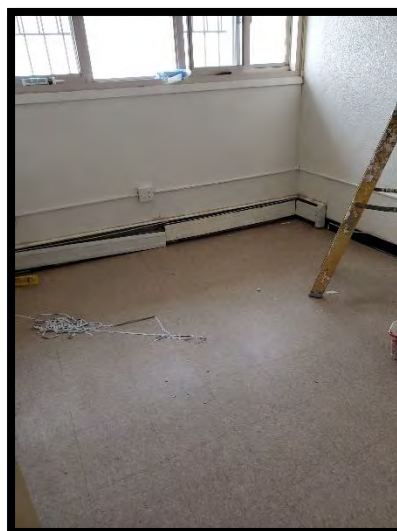
Bedroom 1



Bedroom 2



Full bathroom



Bedroom 3

HIGHEST AND BEST USE

Highest and best use is the underlying premise upon which value is based. Typically, the concluded highest and best use will determine the valuation method that will be employed and the comparables chosen for comparison's sake. Highest and best use is defined in the *Dictionary of Real Estate Appraisal* as:

"The reasonably probable and legal use of vacant land or any improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value."

HIGHEST AND BEST USE OF THE SITE

The highest and best use of the site as though vacant is the use that yields the highest present land value, after payments are made for labor, capital, and coordination, and considering that the proposed use is legal and reasonable. The use of the property is based on the assumption that the land is vacant or can be made vacant by demolishing and existing improvements.

Legal Permissibility:

This test addresses any restrictions imposed upon the subject site by zoning laws. As the zoning analysis previously discussed, zoning primarily permits single family homes, apartment complexes and select commercial uses.

Physical Possibility:

This test addresses any limitations for the site due to its physical characteristics that might affect the property's improvement potential. The subject consists of 4.90 acres, all of which are usable and fit for development. There are no physical or functional problems with the site, to the best knowledge of the appraiser, which would hinder the development of the permitted uses above.

Financial Feasibility:

This test addresses the financial aspect for the uses that have passed the first two tests. As long as the potential use has value that increases with its cost, and at the same time is legally conforming and physically possible, the use is considered financially feasible. Surrounding improvements are mostly commercial in nature. All development would be financially feasible.

Maximum Productivity:

This test analyzes those uses that have passed the first three tests, to determine which one provides the highest return to the land. We considered the general market development trend in the area as well as the

subject's location and conclude that the maximally productive use of the site is for multifamily development.

Conclusion:

Based on the preceding, the highest and best use of the subject site, as if vacant, is the development of an apartment complex to maximum density allowed. The improvements should be in conformity with the influencing neighborhood.

HIGHEST AND BEST USE AS IMPROVED

The highest and best use as improved is the use that should be made of the property in its current condition. This accounts for the existing structure and any renovations required to maintain the total market value of the property, or until the demolition of the current structure and construction costs would return higher revenue and offset the cost of demolition and further construction.

The subject is a multifamily complex consisting of 179 units. The buildings are in average condition.

Legally Permissibility:

As was elaborated upon in the zoning analysis previously in the document, the subject is an existing but not legally conforming improvement. There is nothing that would limit the continued use of the subject as-is.

Physical Possibility:

The subject is 4.90 acres in size, all of which are usable. There are no physical or functional problems with the site, to the best knowledge of the appraiser, which would hinder the development of the permitted uses above.

Financial Feasibility:

The subject provides a positive return to the land. Although other development, would also provide positive return to the land, the cost of conversion would offset any gains, and would not result in a net gain over the current improvements. Therefore, continuation of the current use is the only financially feasible one.

Maximal Productivity:

Continued use as a multifamily complex was the only financially feasible use concluded.

Conclusion:

Based on the analysis above, the highest and best use of the subject as improved is the continued use of the subject as a multifamily complex.

VALUATION METHODOLOGY

In order to estimate the value of the subject which is a partial interest in an entity whose sole asset was a stake in realty, we first value the entirety of the real estate, and then value the partial interest which is the subject.

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

COST APPROACH

The Cost Approach is summarized as follows:

Cost New
- Depreciation
+ Land Value
= Value

INCOME APPROACH

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

SALES COMPARISON APPROACH

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

FINAL RECONCILIATION

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

ANALYSES APPLIED

A **cost analysis** was considered and was not developed the age of the improvements makes the depreciation difficult to accurately measure.

A **sales comparison analysis** was considered and was developed because there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

An **income analysis** was considered and was developed because the subject is an income producing property and there is adequate data to develop a value estimate with this approach.



SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

MULTIFAMILY SALE COMPARABLES

We have researched eight comparables for this analysis; these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected, and verified by a party to the transaction, wherever possible.

Comparables were selected, based on the following criteria:

- Sold within the last two years
- 100-300 units
- Similar class B/C

A number of comparables are less proximate due to the subject in upstate New York with a scarcity of similar sales. Two elevator buildings and two are restricted to low-income residents. Due to the shortage of low-income housing in the area, we selected several comparables that are leased at market. Any differences in income and appeal were accounted for in our adjustments and conclusion.

Rip Van Winkle House, Poughkeepsie, NY

Comp	Address	Grantor	Price	Price per Unit	Year Built	
City	Grantee	Date	No. of Units	GBA	Comments	
Subject	10 Rinaldi Boulevard	Rip Van Winkle House LLC			1968	
	Poughkeepsie		09/30/2022	179		
1	45 Birch Street	Sunset Gardens LG Associates LP	\$34,500,000	\$158,986.18	1970	Royal Gardens is a three-story, walk-up, apartment complex situated on a 14.90-acre of land (14.53 acres usable) located at 45 Birch Street in Ulster, New York. The property was built in 1970 and has a total of 217 units comprised of 156 one-bedroom units, 60 two-bedroom units and 1 three-bedroom unit. The property was sold in May of 2021 for \$34,500,000 (Book-Page: 6834-112).
	Ulster	Royal Gardens Apartments DE LLC	05/20/2021	217	208,803	
2	557 Broadway	Lakeshore Villas LG Associates LP	\$24,500,000	\$159,090.91	1986	Lakeshore Villas is a three-story, walk-up, apartment complex situated on a 9.11-acre of land located at 557 Broadway in Esopus, New York. The property was built in 1986 and has a total of 154 units. The property was sold in December of 2021 for \$24,500,000 (Book-Page: 6769-152).
	Esopus	Lakeshore Villas Propco LLC	12/31/2020	154	163,784	
3	2501-7320 Oak Hill Circle	MA Oak Hill at Rensselaer LLC	\$51,750,000	\$235,227.27	2006	Eagle Rock Apartments and Townhomes is a combination of two-story garden-style apartments and townhouses situated on a 20.68-acre of land located at 2501-7320 Oak Hill Circle in North Greenbush, New York. The property was built in 2006 and has a total of 220 units comprised of 30 one-bedroom units, 131 two-bedroom units and 59 three-bedroom units. The property was sold in December of 2021 for \$51,750,000 (Book-Page: 9895-31). The complex reported a net operating income of approximately \$2.24 million yielding a 4.33% capitalization rate.
	North Greenbush	Oak Hill Circle LLC	12/22/2021	220	256,876	
4	50 St. Andrews Place	Valentine Properties Associates LP	\$25,215,000	\$355.89	1979	Lane Hill Apartments is an eight-story, elevator apartment building situated on a 0.91-acre of land located at 50 St. Andrews Place in Yonkers, New York. The property was built in 1979 and has a total of 110 units. The property was sold in December of 2021 for \$25,215,000 (Book-Page: 61361-3571). The buyers obtained Fannie Mae Financing in the amount of \$25,807,793. The 7-year fixed rate loan carries an interest rate of 3.03%. The lender reports the underwritten net operating income after \$200 per unit in reserves as \$2,362,550. The cap rate is estimated at 5.76%.
	Yonkers	50 Saint Andrews LLC	12/30/2021	110	70,850	
5	405 Franklin Turnpike	East Coast Rolling Gardens LLC, East Cost Short Hills LLC, East Coast Westview LLC	\$57,500,000	\$328,571.43	1965, 1950, 1963	Three multifamily properties with a total of 10.35 acres were acquired in a portfolio purchase. The three assets were sold in November of 2021 for a total of \$57,500,000 with a 4.4% cap rate. Rolling Gardens is a two-story, walk-up, apartment complex situated on a 5.76-acre of land located at 405 Franklin Turnpike in Mahwah, New Jersey. The property is 70,300 square feet and was built in 1965. The complex is in GA200 zone and has a total of 76 units comprised of 38 one-bedroom units and 38 two-bedroom units. The property was sold for \$25,416,494 (Book-Page: 4479-887). Short Hills Village Apartments is a two-story, walk-up, apartment complex situated on a 2.32-acre of land located at 80 Woodland Road in Short Hills, New Jersey. The property is 49,946 square feet and was built in 1950. The complex is in R-8 zone and has a total of 51 units. The property was sold for \$18,925,176 (Instrument No: 2021140380). Westview Apartment Homes is a two-story, walk-up, apartment complex situated on a 2.27-acre of land located at 27-55 Green Avenue in Westwood, New Jersey. The property is 46,268 square feet and was built in 1963. The complex is in R3 zone and has a total of 48 units. The property was sold for \$13,158,330 (Book-Page: 4480-979).
	Mahwah	405 Franklin Turnpike LLC, 88 Woodland Road LLC, 55 Green Street LLC	11/15/2021	175	166,514	
6	1 River Plaza	Asbury Terrace Housing Development	\$15,500,000	\$144,859.81	1964	Asbury Terrace is a nine-story, elevator apartment building situated on a 2.09-acre of land located at 1 River Plaza in Tarrytown, New York. The property was built in 1964 and has a total of 107 units, all of which are one-bedroom. Units are administered by Section 8 through a HAP contract. The property was sold in December of 2020 for \$15,500,000 (Book-Page: 60358-3420).
	Tarrytown	Asbury Apartments LLC	12/16/2020	107	102,695	
7	100 Tarryhill Way	Harborview Properties LLC	\$19,100,000	\$152,800.00	1996-1997	Residences at Tarryhill is a three-story, walk-up apartment complex situated on an 8-acre of land located at 100 Tarryhill Way in White Plains, New York. The property was built in 1996-1997 and has a total of 125 units comprised of 42 one-bedroom units and 83 two-bedroom units. The property was sold in December of 2021 for \$19,100,000 (Book-Page: 61362-3368).
	White Plains	Layla Apartments LLC	12/28/2021	125	111,966	
8	501 Patriot Circle	Colonial Deerfield LLC	\$40,700,000	\$271.33	2018	Deerfield Place is a two-story, walk-up, apartment complex situated on a 24.35-acre of land located at 501 Patriot Circle in Utica, New York. The property was built in 2018 and has a total of 156 units comprised of 36 one-bedroom units, 114 two-bedroom units and 6 three-bedroom units. The property was sold in February of 2022 for \$40,700,000 (Book-Page: 2022-004102).
	Utica	Welltower NNN Group LLC	02/10/2022	156	150000	

Rip Van Winkle House, Poughkeepsie, NY

Comparable 1



Transaction			
Name	Royal Gardens	Date	05/20/2021
Address	45 Birch Street	Price	\$34,500,000
City	Ulster	Price Per SF	\$165.23
State	NY	Price per Unit	\$158,986.00
Zip	12401	Financing	Conventional
		Property Rights	Leased Fee
Grantor	Sunset Gardens LG Associates LP	Verification Source	Irving Langer, Seller
Grantee	Royal Gardens Apartments DE LLC	Verification Contact Info	718-434-9440
Site			
Acres	14.9	Shape	Irregular
Environmental Issues	0.37 acre wetlands		
Improvements & Financial Data			
GBA	208,803	Condition	Average
Year Built	1970		
No. of Units	217		
Comments			

Royal Gardens is a three-story, walk-up, apartment complex situated on a 14.90-acre of land (14.53 acres usable) located at 45 Birch Street in Ulster, New York. The property was built in 1970 and has a total of 217 units comprised of 156 one-bedroom units, 60 two-bedroom units and 1 three-bedroom unit. The property was sold in May of 2021 for \$34,500,000 (Book-Page: 6834-112).

Comparable 2



Transaction			
Name	Lakeshore Villas	Date	12/31/2020
Address	557 Broadway	Price	\$24,500,000
City	Esopus	Price Per SF	\$149.59
State	NY	Price per Unit	\$159,091.00
Zip	12466	Financing	Conventional
		Property Rights	Leased Fee
Grantor	Lakeshore Villas LG Associates LP	Verification Source	Mark Walsh, Listing Broker
Grantee	Lakeshore Villas Propco LLC	Verification Contact Info	631-360-4302
Site			
Acres	9.1	Shape	Irregular
Environmental Issues	Flood Zone		
Improvements & Financial Data			
GBA	163,784	Condition	Average
Year Built	1986		
No. of Units	154		
Comments			

Lakeshore Villas is a three-story, walk-up, apartment complex situated on a 9.11-acre of land located at 557 Broadway in Esopus, New York. The property was built in 1986 and has a total of 154 units. The property was sold in December of 2021 for \$24,500,000 (Book-Page: 6769-152).

Comparable 3



Transaction			
Name	Eagle Rock Apartments & Townhomes	Date	12/22/2021
Address	2501-7320 Oak Hill Circle	Price	\$51,750,000
City	North Greenbush	Price Per SF	\$201.46
State	NY	Price per Unit	\$235,227.00
Zip	12144	Financing	Conventional
		Property Rights	Leased Fee
Grantor	MA Oak Hill at Rensselaer LLC	Verification Source	Brian Whitmer, Listing Broker
Grantee	Oak Hill Circle LLC	Verification Contact Info	201-508-5209
Site			
Acres	20.7	Shape	Irregular
Environmental Issues	None		
Improvements & Financial Data			
GBA	256,876	Condition	Average
Year Built	2006		
No. of Units	220		
Comments			

Eagle Rock Apartments and Townhomes is a combination of two-story garden-style apartments and townhouses situated on a 20.68-acre of land located at 2501-7320 Oak Hill Circle in North Greenbush, New York. The property was built in 2006 and has a total of 220 units comprised of 30 one-bedroom units, 131 two-bedroom units and 59 three-bedroom units. The property was sold in December of 2021 for \$51,750,000 (Book-Page: 9895-31). The complex reported a net operating income of approximately \$2.24 million yielding a 4.33% capitalization rate.

Comparable 4



Transaction			
Name	Lane Hill Apartments	Date	12/30/2021
Address	50 St. Andrews Place	Price	\$25,215,000
City	Yonkers	Price Per SF	\$355.89
State	NY	Price per Unit	\$229,227.00
Zip	10705	Financing	Conventional
		Property Rights	Leased Fee
Grantor	Valentine Properties Associates LP	Verification Source	Stephen Bolduc, Seller
Grantee	50 Saint Andrews LLC	Verification Contact Info	914-273-5800
Site			
Acres	0.9	Shape	Irregular
Environmental Issues	None		
Improvements & Financial Data			
GBA	70,850	Condition	Average
Year Built	1979		
No. of Units	110		
Comments			

Lane Hill Apartments is an eight-story, elevator apartment building situated on a 0.91-acre of land located at 50 St. Andrews Place in Yonkers, New York. The property was built in 1979 and has a total of 110 units. The property was sold in December of 2021 for \$25,215,000 (Book-Page: 61361-3571). The buyers obtained Fannie Mae Financing in the amount of \$25,807,793. The 7-year fixed rate loan carries an interest rate of 3.03%. The lender reports the underwritten net operating income after \$200 per unit in reserves as \$2,362,550. The cap rate is estimated at 5.76%.

Rip Van Winkle House, Poughkeepsie, NY

Comparable 5



Transaction			
Name	Rolling Gardens	Date	11/15/2021
Address	405 Franklin Turnpike	Price	\$57,500,000
City	Mahwah	Price Per SF	\$345.32
State	NJ	Price per Unit	\$328,571.00
Zip	7430	Financing	Conventional
		Property Rights	Leased Fee
Grantor	East Coast Rolling Gardens LLC, East Cost Short Hills LLC, East Coast Westview LLC	Verification Source	Nat Gambuzza, Listing Broker
Grantee	405 Franklin Turnpike LLC, 88 Woodland Road LLC, 55 Green Street LLC	Verification Contact Info	732-758-0004
Site			
Acres	10.4	Shape	Irregular
Environmental Issues	None		
Improvements & Financial Data			
GBA	166,514	Condition	Average
Year Built	1965, 1950, 1963		
No. of Units	175		
Comments			

Three multifamily properties with a total of 10.35 acres were acquired in a portfolio purchase. The three assets were sold in November of 2021 for a total of \$57,500,000 with a 4.4% cap rate. Rolling Gardens is a two-story, walk-up, apartment complex situated on a 5.76-acre of land located at 405 Franklin Turnpike in Mahwah, New Jersey. The property is 70,300 square feet and was built in 1965. The complex is in GA200 zone and has a total of 76 units comprised of 38 one-bedroom units and 38 two-bedroom units. The property was sold for \$25,416,494 (Book-Page: 4479-887). Short Hills Village Apartments is a two-story, walk-up, apartment complex situated on a 2.32-acre of land located at 80 Woodland Road in Short Hills, New Jersey. The property is 49,946 square feet and was built in 1950. The complex is in R-8 zone and has a total of 51 units. The property was sold for \$18,925,176 (Instrument No: 2021140380). Westview Apartment Homes is a two-story, walk-up, apartment complex situated on a 2.27-acre of land located at 27-55 Green Avenue in Westwood, New Jersey. The property is 46,268 square feet and was built in 1963. The complex is in R3 zone and has a total of 48 units. The property was sold for \$13,158,330 (Book-Page: 4480-979).

Comparable 6



Transaction			
Name	Asbury Terrace	Date	12/16/2020
Address	1 River Plaza	Price	\$15,500,000
City	Tarrytown	Price Per SF	\$150.93
State	NY	Price per Unit	\$144,860.00
Zip	10591	Financing	Conventional
		Property Rights	Leased Fee
Grantor	Asbury Terrace Housing Development Fund Co, Inc.	Verification Source	Saddie McKeown, Seller
Grantee	Asbury Apartments LLC	Verification Contact Info	212-869-5300
Site			
Acres	2.1	Shape	Irregular
Environmental Issues	None		
Improvements & Financial Data			
GBA	102,695	Condition	Average
Year Built	1964		
No. of Units	107		
Comments			

Asbury Terrace is a nine-story, elevator apartment building situated on a 2.09-acre of land located at 1 River Plaza in Tarrytown, New York. The property was built in 1964 and has a total of 107 units, all of which are one-bedroom. Units are administered by Section 8 through a HAP contract. The property was sold in December of 2020 for \$15,500,000 (Book-Page: 60358-3420).

Comparable 7



Transaction			
Name	Residences at Tarryhill	Date	12/28/2021
Address	100 Tarryhill Way	Price	\$19,100,000
City	White Plains	Price Per SF	\$170.59
State	NY	Price per Unit	\$152,800.00
Zip	10603	Financing	Conventional
		Property Rights	Leased Fee
Grantor	Harborview Properties LLC	Verification Source	Dale Kaufteil, Seller
Grantee	Layla Apartments LLC	Verification Contact Info	914-834-8200
Site			
Acres	8.0	Shape	Irregular
Environmental Issues	None		
Improvements & Financial Data			
GBA	111,966	Condition	Average
Year Built	1996-1997		
No. of Units	125		
Comments			

Residences at Tarryhill is a three-story, walk-up apartment complex situated on an 8-acre of land located at 100 Tarryhill Way in White Plains, New York. The property was built in 1996-1997 and has a total of 125 units comprised of 42 one-bedroom units and 83 two-bedroom units. The property was sold in December of 2021 for \$19,100,000 (Book-Page: 61362-3368).

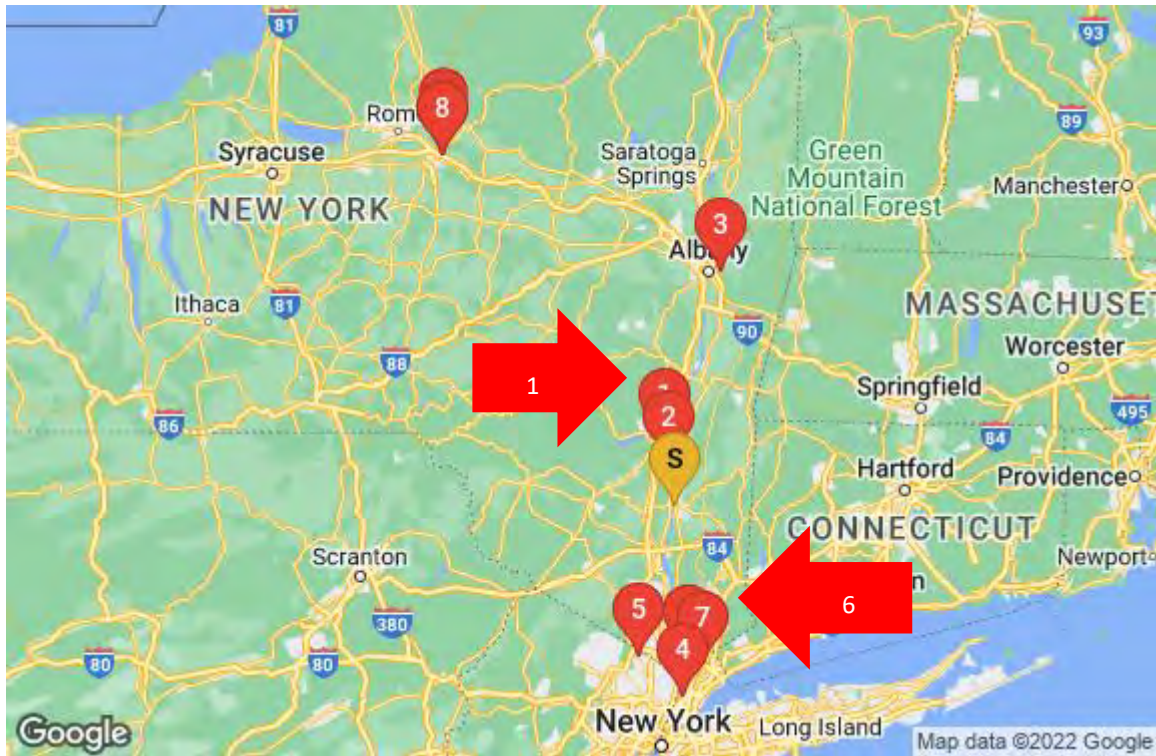
Comparable 8



Transaction			
Name	Deerfield Place	Date	02/10/2022
Address	501 Patriot Circle	Price	\$40,700,000
City	Utica	Price Per SF	\$271.33
State	NY	Price per Unit	\$260,897.00
Zip	13502	Financing	Conventional
		Property Rights	Leased Fee
Grantor	Colonial Deerfield LLC	Verification Source	Jeffrey Dunne, Listing Broker
Grantee	Welltower NNN Group LLC	Verification Contact Info	203-352-8928
Site			
Acres	24.4	Shape	Irregular
Environmental Issues	None		
Improvements & Financial Data			
GBA	150,000	Condition	Good
Year Built	2018		
No. of Units	156		
Comments			

Deerfield Place is a two-story, walk-up, apartment complex situated on a 24.35-acre of land located at 501 Patriot Circle in Utica, New York. The property was built in 2018 and has a total of 156 units comprised of 36 one-bedroom units, 114 two-bedroom units and 6 three-bedroom units. The property was sold in February of 2022 for \$40,700,000 (Book-Page: 2022-004102).

COMPARABLES MAP



ANALYSIS GRID

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables, and the adjustments applied.

Rip Van Winkle House, Poughkeepsie, NY

SALES COMPARISON GRID

Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6	Comp 7	Comp 8
Name	Rip Van Winkle House	Royal Gardens	Lakeshore Villas	Eagle Rock Apartments &	Lane Hill Apartments	Rolling Gardens	Asbury Terrace	Residences at Tarryhill	Deerfield Place
Address	10 Rinaldi Boulevard	45 Birch Street	557 Broadway	2501-7320 Oak Hill Circle	50 St. Andrews Place	405 Franklin Turnpike	1 River Plaza	100 Tarryhill Way	501 Patriot Circle
City	Poughkeepsie	Ulster	Esopus	North Greenbush	Yonkers	Mahwah	Tarrytown	White Plains	Utica
County	Dutchess	Ulster	Ulster	Rensselaer	Westchester	Bergen	Westchester	Westchester	
Date	03/11/2022	05/20/2021	12/31/2020	12/22/2021	12/30/2021	11/15/2021	12/16/2020	12/28/2021	02/10/2022
Price	\$34,500,000	\$24,500,000	\$24,500,000	\$51,750,000	\$25,215,000	\$57,500,000	\$15,500,000	\$19,100,000	\$40,700,000
no. of units	179	217	154	220	110	175	107	125	156
Price per Unit		\$158,986.18	\$159,090.91	\$235,227.27	\$229,227.27	\$328,571.43	\$144,859.81	\$152,800.00	\$260,897.44
Transaction Adjustments									
Property Rights	Fee Simple	Leased Fee	0.0%	Leased Fee	0.0%	Leased Fee	0.0%	Leased Fee	0.0%
Financing	Conventional	Conventional	0.0%	Conventional	0.0%	Conventional	0.0%	Conventional	0.0%
Conditions of Sale	Cash	Normal	0.0%	Normal	0.0%	Normal	0.0%	Normal	0.0%
Adjusted Price per Unit		\$158,986.18	\$159,090.91	\$235,227.27	\$229,227.27	\$328,571.43	\$144,859.81	\$152,800.00	\$260,897.44
Market Trends Through	03/11/2022	4.0%	3.2%	4.8%	0.9%	0.8%	1.3%	5.0%	0.3%
Location	Average	Similar	Similar	Inferior	Superior	Superior	Superior	Superior	Inferior
% Adjustment		0%	0%	2%	-4%	-4%	-4%	-4%	4%
\$ Adjustment		\$0.00	\$0.00	\$4,744.65	-\$9,239.31	-\$13,307.70	-\$6,081.46	-\$6,160.13	\$10,468.47
No. of Units	179	217	154	220	110	175	107	125	156
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Year Built	1968	1970	1986	2006	1979	1965, 1950, 1963	1964	1996-1997	2018
% Adjustment		0%	0%	-5%	0%	0%	0%	-5%	-5%
\$ Adjustment		\$0.00	\$0.00	-\$11,861.63	\$0.00	\$0.00	\$0.00	-\$7,700.16	-\$13,085.59
Condition	Average	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Good
% Adjustment		0%	0%	0%	0%	0%	0%	0%	-5%
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$13,085.59
Economics	Good	Average	Average	Average	Average	Average	Average	Average	Good
% Adjustment		2%	2%	2%	2%	2%	2%	2%	-5%
\$ Adjustment		\$3,282.13	\$3,334.08	\$4,744.65	\$4,619.66	\$6,653.85	\$3,040.73	\$3,080.07	-\$13,085.59
Utility	Average	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Price per Unit		\$167,388.73	\$170,037.83	\$234,860.26	\$226,363.13	\$326,038.74	\$148,995.79	\$143,223.07	\$232,923.42
Net Adjustments		2.0%	2.0%	-1.0%	-2.0%	-2.0%	-2.0%	-7.0%	-11.0%
Gross Adjustments		2.0%	2.0%	9.0%	6.0%	6.0%	6.0%	11.0%	29.0%

COMPARABLE SALE ADJUSTMENTS

PROPERTY RIGHTS

The fee simple estate reflects the absolute ownership of a property unencumbered by any other interests and subject only to the limitations imposed by governmental powers to taxation, eminent domain, police power, and escheat. As such, it consists of the complete bundle of rights in a particular piece of real estate. Properties such as the subject typically convey the leased fee interest, which is the landlord's interest, at the time of the sale.

If the leases are short term, the value of the leased fee interest and the fee simple interest may be very similar. However, if the leases are long term and the lease terms are different than market terms, the value of the leased fee interest may diverge from the fee simple interest.

The property interest appraised within the scope of this valuation is that of the leased fee estate reflecting the property's unencumbered lease status as of the date of inspection.

Each of the properties also reflects comparable Multifamily complexes, sold either in fee or subject to their respective market leases. Under the latter scenario, their leased fee and fee simple interest are considered to be conceptually equivalent with no leasehold positions noted, precluding the need to adjust for this factor.

FINANCING

The financing utilized in the acquisition of real property can also affect its sales price when based on non-market terms. In most acquisitions, buyers obtain financing from conventional lenders and then combine the debt (mortgage funds) with equity (down payment) to finalize the transaction. Market value assumes that payment is made in cash or its equivalent and represents a normal consideration for the property sold, unaffected by special financing amounts or terms, services, fees, costs or credits incurred in the transaction. If it is determined that the terms of sale did not meet the above-noted criteria, an adjustment must be made.

Upon consideration, each of the sales does, in fact, represent cash equivalent transfers acquired with either cash or market-oriented financing, precluding the need for adjustment.

CONDITIONS OF SALE

The 'conditions of sale' adjustment considers any abnormal market circumstances in the sale. If the buyer or seller is unusually compelled or motivated to make the transaction, then an adjustment is required. For instance, a seller facing imminent foreclosure could be excessively compelled to sell. Or, the price of a transaction between related parties (family members and partnerships or corporations with common principals) may not be an arm's length transaction or represent market value. Further, portfolio sales often sell at a significant premium in bull market and at a discount bear markets. Portfolio transactions may also

involve price allocations to the individual properties that may not represent the market value because the allocated prices may serve various taxes, reimbursement and other business interests.

All sales reflect market-oriented, arm's length transactions between knowledgeable participants, precluding the need to adjust the comparable for this factor.

ECONOMIC TRENDS

Comparable sales that occurred under market conditions different from those applicable to the subject on the effective date of value require adjustment for any differences that affect their value. An adjustment for market condition is warranted if general property values have increased or decreased since the transaction dates. And, although the adjustment for market conditions is often referred to as a 'time' adjustment, time is not the cause of the adjustment. Market conditions that change over time create the need for an adjustment, not time itself.

Changes in tax laws, inflation and the cost of capital (equity and debt) are some of the important external forces that affect value. Major changes in any of these external forces can have a broad effect on the value of real estate, so any major change warrants examination. Also, changes in the cost of capital tend to have a universal impact on valuation. Changes in interest rates and equity returns may not have a one-to-one relationship with value. Simply adjusting a sale price to reflect the difference in the cost of capital between the date of comparable sales and the effective date of the appraisal may not accurately characterize the change in value. However, if other significant factors in the market have remained fairly stable over this time space, then the change in the cost of capital provides an indication of the general trend in value.

The valuation date for this analysis is April 2022, the effective date of this report. Acquisition dates for the comparable sales range from December 2020 to December 2021. Covid 19 had and continues to have an enormous impact on many aspects of the economy in general and on real estate in particular. Surprisingly, the subject's market seems to have experienced no discernable downturn, as collections have remained remarkably high, and continuing to be a very resilient asset. Investors feel that confidence level and there are few reported reductions even in existing contract prices, and financing options remain plentiful. The subject's multifamily market has in fact experienced growth, as historically low interest rates and a robust rental market has driven sales prices higher. As noted earlier, Poughkeepsie multifamily rents were rising at a 6% annual rate during the first quarter of 2022 and have posted an average annual gain of 4.2% over the past three years. Conservatively, we have adjusted 4% annually to account for the recent increased market activity.

LOCATION

The subject is located in Poughkeepsie, which is in the Dutchess County. Comparables are in the nearby counties. The following demographics and area factors were considered in order to determine an appropriate adjustment for this factor, if any.

Rip Van Winkle House, Poughkeepsie, NY

Name	Zip Code	Walk Score	Small FMR	Unemployment Rate	Median House Value	Median Household Income
Subject						
Rip Van Winkle House	12601	61	\$1,350	8.5%	\$286,000	\$41,331
Comparables						
Royal Gardens	12401	31	\$1,360	6.2%	\$270,600	\$45,782
Lakeshore Villas	12466	2	\$1,400	6.2%	\$285,500	\$64,031
Eagle Rock Apartments	12144	38	\$1,230	5.8%	\$222,500	\$63,005
Lane Hill Apartments	10705	89	\$1,750	7.6%	\$586,700	\$46,848
Rolling Gardens	07430	42	\$2,370	6.4%	\$538,700	\$102,168
Asbury Terrace	10591	83	\$1,990	5.1%	\$794,900	\$78,227
Residences at Tarryhill	10603	51	\$2,070	5.1%	\$590,500	\$92,419
Deerfield Place	13502	32	\$880	8.3%	\$149,100	\$37,436

The ratings reflect the market's reaction to location features that affect rental values such as neighborhood desirability, nuisances, nearby land uses, crime volume, and accessibility to schools and employment centers and the comparables selected have similar influences. The chart above presents market factors that illustrate that Eagle Rock Apartments has inferior walk score, small FMR and median house value. However, it has better unemployment rate and median household income than the subject. Nevertheless, we considered it slightly inferior to the subject and was given a 2% upward adjustment. Deerfield Place has inferior walk score, small FMR, median house value and median household income. It was given a 4% positive adjustment. Lane Hill Apartments, Rolling Gardens, Asbury Terrace and Residences at Tarryhill have better small FMR, median house value and median household income. They were adjusted accordingly.

NUMBER OF UNITS

Economies of scale often results in smaller properties selling for more on a dollar per unit basis than larger properties, however, the larger pool of potential buyers which results in increased demand, is offset by the appeal of higher count properties, which appeal to larger regional and institutional investors, who can leverage their scale to operate profitably on even smaller margins, and are willing to pay higher prices for complexes that fit into their investment criteria. The subject and comparables cater to a similar pool of investors, precluding the need to adjust for this factor.

YEAR BUILT

The subject was constructed in 1968. The comparables are of similar vintage – all built within 18 years of the subject with the exception of Eagle Rock Apartments & Townhomes, Residences at Tarryhill and Deerfield Place – and have a similar effective age. The three comparables are 38, 29 and 50 years newer than the subject, respectively. They were adjusted 5% downwards for this factor.

CONDITION

The subject is in overall average condition as were the comparables, with the exception of Deerfield Place. It was given a 5% negative adjustment for this factor.

ECONOMICS

As noted in the report, the subject current contract rents are below market. Although the subject rents are not currently at market, a mark up to market using a rent study should bring it up to market. The subject's unit mix is superior to the comparables. They were adjusted accordingly.

UTILITY

The subject is restricted to low-income residents and has HAP contract in place. Most comparables are market rate. Rolling Gardens is administered by HUD, similar to the subject. All other things being equal, the market does not distinction clearly between these two asset classes, and both properties trade on the same universal fundamentals. The advantages of subsidized housing – including steadier demand and more consistent collections – are offset by higher administrative costs, more challenging compliance, and a stricter regulatory environment. Therefore, no adjustment was made.

SALES COMPARISON APPROACH CONCLUSION

The adjusted values of the comparable properties range from \$143,223.07 per unit to \$326,038.74 per unit; the average is \$206,228.87 per unit. We have weighted comparable 8 the most because it is the most recent sale. We have concluded a final reconciled per unit value of \$225,000.00.

Market Value	
Indicated Value per Unit:	\$225,000.00
Subject Size:	179
Indicated Value:	\$40,275,000
Rounded:	\$40,275,000
Concluded price per sf	\$181.54

INCOME APPROACH

The Income Approach to value is based on the worth of the future rights to income assuming stable occupancy levels. This type of analysis considers the property from an investor's point of view, the basic premise being that the amount and quality of the income stream are the basis for value of the property.

DIRECT CAPITALIZATION ANALYSIS

The steps involved in capitalizing the subject's net operating income are as follows:

- Develop the subject's Potential Gross Income (PGI) through analysis of the subject's actual historic income and an analysis of competitive current market income rates.
- Estimate and deduct vacancy and collection losses to develop the Effective Gross Income (EGI).
- Develop and subtract operating expenses to derive the Net Operating Income (NOI).
- Develop the appropriate capitalization rate (R_o).
- Divide the net operating income by the capitalization rate for an estimate of value through the income approach.

The subject consists of 179 units, of which 177 are leased as of the rent roll dated January 1, 2022⁹. The breakdown of the units and their occupancies are as follows:

Space Type	Occupancy						Units Leased	Units Vacant	% Units Vacant	% of Unit Type Vac.
	Units/ Tenants	SF Total	% of Total	SF Leased	SF Vacant	% Vacant				
1 BR	37	25,160	16.4%	25,160	0	0.0%	37	0	0.0%	0.0%
2 BR	89	64,080	41.7%	64,080	0	0.0%	89	0	0.0%	0.0%
3 BR	40	48,000	31.3%	45,600	2,400	1.6%	38	2	1.1%	5.0%
4 BR	12	15,624	10.2%	15,624	0	0.0%	12	0	0.0%	0.0%
Non-Section 8	1	720	0.5%	720	0	0.0%	1	0	0.0%	0.0%
Totals	179	153,584	100.0%	151,184	2,400	1.6%	177	2	1.1%	

⁹ Note that 5 units were vacant as of the date of inspection. The type of units vacant were not disclosed.

Rip Van Winkle House, Poughkeepsie, NY

RENT ROLL

Rent Roll							
Rent Roll		No. of		% of	Contract	Contract	Market
Tenant/Lessee	Space Type	Units	SF	Total	Rent*	Rent/Unit	Rent
1 BR	1 BR	37	25,160	16.4%	\$622,932	\$1,403	\$1,650.00
2 BR	2 BR	89	64,080	41.7%	\$1,826,280	\$1,710	\$1,940.00
3 BR	3 BR	38	45,600	29.7%	\$990,432	\$2,172	\$2,380.00
4 BR	4 BR	12	15,624	10.2%	\$354,672	\$2,463	\$2,680.00
2 BR	Non-Section 8	1	720	0.5%	\$17,448	\$1,454	\$1,454.00
Vacant	3 BR	2	2,400	1.6%	\$0	\$0	\$2,380.00
Totals		179	153,584	100.0%	\$3,811,764	\$1,794.62	
Leased		177	151,184	98.4%	\$0	\$0.00	
Vacant		2	2,400	1.6%	\$3,811,764	\$25.21	
*Contract Rent = Annualized rent as of appraisal date				Rent per SF for occupied space			

As previously stated, the subject is 98.4% leased as of January 2022 rent roll. The rents presented above reflect the average rent per unit type.

As per the recent Rent Comparability Study (RCS) performed by our firm, the market rents for the subject units are as follows:

- \$1,650: one-bedroom unit
- \$1,940: two-bedroom unit
- \$2,380: three-bedroom unit
- \$2,680: four-bedroom unit

The comparables analysis and conclusions for our market rent estimates were included earlier in the report. For the As Is scenario, we assume that the subject would capitalize on a mark up to market and begin receiving market rents in the near future.

Rip Van Winkle House, Poughkeepsie, NY

HISTORICAL INCOME

Rip Van Winkle House									
SF	221,846								
Units	179								
	2018			2019			2020		
		\$/SF	\$/Unit		\$/SF	\$/Unit		\$/SF	\$/Unit
Income									
Rent Income	\$3,432,658.00	\$15.47	\$19,176.86	\$3,492,401.00	\$15.74	\$19,510.62	\$3,709,755.00	\$16.72	\$20,724.89

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The subject reported historical income has been fairly stable over the past three years, which is expected in a mostly HUD subsidized building. We were also provided with a rent roll dated 1/1/2022 (see addendum).

¹⁰ Copies in addendum

Rip Van Winkle House, Poughkeepsie, NY

POTENTIAL GROSS INCOME SUMMARY AS IS BASED ON MARKET RENTS

Potential Gross Income - Occupied Space							
Occupied Space	SF	Units	Contract Rent	Contract Per Unit	Market Rent	Market Per Unit	Contract V. Mkt. Rent
1 BR	25,160	37	\$622,932	\$1,403.00	\$732,600	\$1,650.00	85.0%
2 BR	64,080	89	\$1,826,280	\$1,710.00	\$2,071,920	\$1,940.00	88.1%
3 BR	45,600	38	\$990,432	\$2,172.00	\$1,085,280	\$2,380.00	91.3%
4 BR	15,624	12	\$354,672	\$2,463.00	\$385,920	\$2,680.00	91.9%
Non-Section 8	720	1	\$17,448	\$1,454.00	\$17,448	\$1,454.00	100.0%
Occupied Space Totals	151,184	177	\$3,811,764		\$4,293,168		88.8%

*Contract Rent = Annualized rent as of appraisal date

Potential Gross Income - Vacant Space				
Potential Gross Rent			Market Rent	Market Per Unit
Vacant Space	SF	Units		
3 BR	2,400	2	\$57,120	\$2,380.00
Vacant Space Totals	2,400	2	\$57,120	\$23.80

Potential Gross Income Summary				
Market Rent		Contract & Market Rent		
Market PGI For Occupied Space	\$4,293,168	Contract Rent For Occupied Space	\$3,811,764	
Market PGI For Vacant Space	\$57,120	Market PGI For Vacant Space	\$57,120	
Market Potential Gross Income	\$4,350,288	Contract & Market PGI	\$3,868,884	
Market PGI per SF	\$28.33	Contract & Market PGI per SF	\$25.19	
		Contract to Market Ratio	88.9%	

The PGI in the table above is based on the leases in place at the subject. Note that 177 of 179 were occupied as of the January 2022 rent roll. ¹¹

¹¹ We were cognizant of the sizable discrepancy between current rental rates and the asking rents at the subject. It is assumed that any impact that the asking rent trends would have on the overall PGI of the subject is counterbalanced by the higher than typical collection loss that the subject is experiencing currently, as is elaborated upon further in the report.

Rip Van Winkle House, Poughkeepsie, NY

OTHER INCOME

Rip Van Winkle House									
SF	221,846								
Units	179								
	2018			2019			2020		
		\$/SF	\$/Unit		\$/SF	\$/Unit		\$/SF	\$/Unit
Income									
Other Income	\$28,059.00	\$0.13	\$156.75	\$42,154.00	\$0.19	\$235.50	\$44,633.00	\$0.20	\$249.35

Historical income provided has several other income categories, including Tenant Charges, Laundry and Vending Machine Income, Late Fee Income, Cleaning/Damage Income and Forfeited Tenant Security Deposits. Cleaning/Damage income is really a reimbursement for damages that are collected from tenants and is not an income stream; it is just a partial mitigation of the Repairs and Maintenance expense. As such, we have not projected in our reconstructed operating statement. We projected other income at \$45,000 annually which is in line with historical data.

VACANCY AND COLLECTION LOSS

Market Vacancy

The vacancy rate in the Poughkeepsie Submarket has fallen notably over the past year, and at 5.1%, essentially aligns with the long-term average.

While the submarket's inventory has expanded materially over the past five years, it has been essentially unchanged over the past year. But construction has started back up, and about 87 units are underway, which will expand the existing inventory by 1.5%. Rents have increased by an impressive 5.5% over the past year, which significantly exceeds the average annual growth of 2.7% over the past decade.

Investors have been active in the Poughkeepsie Submarket over the past three years. The market price, which is an estimated price of all properties in the submarket, has risen dramatically over that time period and now stands at about \$170,000/unit.

KEY INDICATORS							
Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	1,168	14.6%	\$2,102	\$2,081	20	0	71
3 Star	2,634	2.5%	\$1,636	\$1,630	(5)	0	16
1 & 2 Star	1,983	2.9%	\$1,374	\$1,370	(1)	0	0
Submarket	5,785	5.1%	\$1,689	\$1,680	14	0	87
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	-3.9%	5.9%	5.5%	9.1%	2021 Q1	2.9%	2020 Q1
Absorption Units	236	49	98	470	2021 Q4	(73)	2011 Q2
Delivered Units	9	54	96	569	2021 Q1	0	2019 Q1
Demolished Units	0	4	1	85	2011 Q4	0	2021 Q4
Asking Rent Growth (YOY)	5.5%	2.0%	3.4%	5.7%	2021 Q1	-2.8%	2009 Q4
Effective Rent Growth (YOY)	6.5%	2.0%	3.4%	6.5%	2022 Q1	-2.7%	2009 Q4
Sales Volume	\$10.6M	\$18.4M	N/A	\$59.4M	2020 Q1	\$475K	2012 Q1

Subject's Historical Occupancy

The subject has had a historically low vacancy factor over the last several years. No complete data was provided for 2021. Following are the historical vacancy and collection loss rates for the past several years:

2018 Vacancy	6.95%
2019 Vacancy	4.46%
2020 Vacancy	3.50%

Conclusion

Based on a review of market conditions and considering the unique nature of the subject, we have projected vacancy and collection loss at 3.50% total. The subject has little vacancy other than frictional and has great demand.

EFFECTIVE GROSS INCOME

<i>POTENTIAL GROSS INCOME</i>	\$4,395,288
Other income	\$45,000
Less: Vacancy & Collection Loss	3.50%
Effective Gross Income	\$4,241,453

EXPENSES ANALYSIS AND PROJECTION

Subject's historical expenses:

We were provided with a three-year income and expense history 2018-2020. We relied on the information provided, as well as comparable data and our knowledge of the market when projecting expenses for the coming twelve months.

The following is a summary of the subject's reported expenses over the last three years.

	2018			2019			2020		
		\$/SF	\$/Unit		\$/SF	\$/Unit		\$/SF	\$/Unit
Operating Expenses									
Taxes	\$334,802.00	\$1.51	\$1,870.40	\$338,508.00	\$1.53	\$1,891.11	\$325,339.00	\$1.47	\$1,817.54
Insurance	\$108,455.00	\$0.49	\$605.89	\$137,394.00	\$0.62	\$767.56	\$151,082.00	\$0.68	\$844.03
Utilities	\$463,495.00	\$2.09	\$2,589.36	\$428,889.00	\$1.93	\$2,396.03	\$428,021.00	\$1.93	\$2,391.18
Repairs/Maintenance	\$493,795.00	\$2.23	\$2,758.63	\$501,023.00	\$2.26	\$2,799.01	\$489,167.00	\$2.20	\$2,732.78
General/Administrative/Misc	\$193,026.00	\$0.87	\$1,078.36	\$209,592.00	\$0.94	\$1,170.91	\$137,540.00	\$0.62	\$768.38
Management	\$141,310.00	\$0.64	\$789.44	\$149,258.00	\$0.67	\$833.84	\$158,764.00	\$0.72	\$886.95
Payroll	\$478,143.00	\$2.16	\$2,671.19	\$485,445.00	\$2.19	\$2,711.98	\$479,423.00	\$2.16	\$2,678.34
Total Operating Expenses	\$2,213,026.00	\$9.98	\$12,363.27	\$2,250,109.00	\$10.14	\$12,570.44	\$2,169,336.00	\$9.78	\$12,119.20
Net Operating Income	\$1,009,070.00	\$4.55	\$5,637.26	\$1,128,513.00	\$5.09	\$6,304.54	\$1,455,394.00	\$6.56	\$8,130.69

Comparable property expenses:

Property Name	Parc at Glenbrook		510 E 85th		2414-2420 Westchester Ave	
Address	66 Glenbrook Rd, Stamford, CT 06902		510 E 85th St, Manhattan, NY 10028		2414-2420 Westchester Ave, Bronx, NY 10461	
Units	238		94		32	
Expenses	Total	\$/Unit	Total	\$/Unit	Total	\$/Unit
Taxes	\$1,150,585.00	\$4,834.39	\$773,338.00	\$8,227.00	\$9,737.00	\$304.28
Insurance	\$85,800.00	\$360.50	\$47,000.00	\$500.00	\$32,000.00	\$1,000.00
Utilities	\$143,294.00	\$602.08	\$130,264.00	\$1,385.79	\$38,868.00	\$1,214.63
Repairs/Maintenance	\$360,204.00	\$1,513.46	\$47,000.00	\$500.00	\$17,600.00	\$550.00
General/Administrative/Misc	\$120,952.00	\$508.20	\$134,790.00	\$1,433.94	\$6,115.00	\$191.09
Management	\$157,080.00	\$660.00	\$0.00	\$0.00	\$21,402.00	\$668.81
Payroll	\$315,350.00	\$1,325.00	\$300,630.00	\$3,198.19	\$14,400.00	\$450.00
Reserves	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$2,333,265.00	\$9,803.63	\$1,433,022.00	\$15,244.91	\$140,122.00	\$4,378.81

Rip Van Winkle House, Poughkeepsie, NY

Property Name	3331-3335 Hull Ave		Ontario Village Apartments	
Address	3331-3335 Hull Ave, Bronx, NY 10467		1269 Coffeen St, Watertown, NY 13601	
Units	24		206	
Expenses	Total	\$/Unit	Total	\$/Unit
Taxes	\$7,871.00	\$327.96	\$235,600.00	\$1,143.69
Insurance	\$24,000.00	\$1,000.00	\$70,000.00	\$339.81
Utilities	\$30,903.00	\$1,287.63	\$197,450.00	\$958.50
Repairs/Maintenance	\$13,200.00	\$550.00	\$157,100.00	\$762.62
General/Administrative/Misc	\$4,410.00	\$183.75	\$146,700.00	\$712.14
Management	\$15,436.00	\$643.17	\$113,051.00	\$548.79
Payroll	\$10,800.00	\$450.00	\$165,000.00	\$800.97
Reserves	\$0.00	\$0.00	\$22,000.00	\$106.80
Total	\$106,620.00	\$4,442.50	\$1,106,901.00	\$5,373.31

	Minimum	Maximum	Average
Expenses			
Taxes	\$304.28	\$8,227.00	\$2,967.46
Insurance	\$339.81	\$1,000.00	\$640.06
Utilities	\$602.08	\$1,385.79	\$1,089.72
Repairs/Maintenance	\$500.00	\$1,513.46	\$775.22
General/Administrative/Misc	\$183.75	\$1,433.94	\$605.82
Management	\$548.79	\$668.81	\$630.19
Payroll	\$450.00	\$3,198.19	\$1,244.83
Reserves	\$106.80	\$106.80	\$106.80

We used this data, as well as the subject's historical expenses when determining appropriate expense projections. We have found that some of the subject's reported historical expenses are considerably higher than market, and our reconstructed operating statement presents our forecasts for market expense levels.

Subject's projected expenses:

Expense	Amount	Method	Annual	\$/Unit
Taxes	\$435,719	\$/Year	\$435,719	\$2,434
Insurance	\$135,000	\$/Year	\$135,000	\$754
Utilities	\$445,000	\$/Year	\$445,000	\$2,486
Repairs/Maintenance	\$375,000	\$/Year	\$375,000	\$2,095
General/Administrative	\$100,000	\$/Year	\$100,000	\$559
Management	4.50%	% of EGI	\$190,865	\$1,066
Payroll	\$290,000	\$/Year	\$290,000	\$1,620
Reserves	1.0%	% of EGI	\$42,415	\$237
Total Utilities	\$290,000	\$/Year	\$290,000	\$1,620
Total Expenses:			\$2,013,999	\$11,251

EXPENSES

Taxes

Our taxes are based on the subject's actual real estate expense. Our tax expense falls within the range of comparable data presented above. The subject's historicals are the best indication of future expenses in this arena.

Insurance

The subject's insurance expense is based on historical data. Our projection falls on the lower end of the range of comparable data presented above, however, the subject's historicals are the best indication of future expenses in this area.

Utilities

The subject's utility expense includes in unit water and sewer. The comparables vary with regards to their utility inclusion. Our projection of utility usage considers all of the breakdowns of comparable data. Our projection is in line with comparable data.

Repairs and Maintenance

Repairs and Maintenance includes supplies, exterminator/repairs/elevator/landscaping/grounds contracts, snow removal, plumbing repairs, heating/cooling repairs, elevator maintenance and other in-unit and common area repairs and regular maintenance expenses. Our projection for this expense falls in line with the comparables' data but below the subject's historical. The subject's historicals appears to be above market. We relied on the comparable data most heavily.

General and Administrative

General and Administrative includes office expenses, conventions and meetings, telephone and answering service, bank charges, travel and entertainment, advertising, and marketing and miscellaneous. Our projection for this expense is below historical data but in line with comparable data.

Management

Our projection for this expense falls in line with comparable data. Management is typically a variable cost and a percentage of income, which is why cost per unit can vary substantially. 4.5% is a competitive price and a reasonable expense projection.

Payroll

Payroll includes office salaries, manager payroll, maintenance payroll, payroll taxes, workmen's compensation, health insurance and other employee benefits. The subject has a property manager/leasing agent. Our projection for this expense falls in line with the comparable data and below historical data.

Reserves

This expense category accounts for an expense reserve for long lived items. Our projection of 1% of EGI is considered an acceptable number by market standards.

Summary of Projections:

Effective Gross Income	\$4,241,453
Less Expenses	\$2,013,999
Net Operating Income	\$2,227,454

VALUE BY DIRECT CAPITALIZATION

Utilizing direct capitalization, the net operating income is converted into an estimate of value through the use of an overall rate (OAR), or capitalization rate (cap rate).

Derivation of OAR: Overall Capitalization Rates can be estimated with various techniques, depending upon the quality and quantity of data available. This appraisal will consider the following techniques:

- A) Derivation from comparable sales
- B) The band of investment (the mortgage equity formula)
- C) Investor surveys.

Key Rates of Return

Investment Rates	06/13/2022
10 Year Treasuries	3.43%

National Apartment Market	Minimum	Maximum	Average
IRR	5.00%	10.00%	6.62%
OAR	3.00%	7.00%	4.40%

Source: PWC Q1 2022

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Derivation from Sales: Deriving a capitalization rate from comparable sales is the preferred technique when sufficient data of similar, competitive properties are available. The OAR is calculated by dividing the forecasted net operating income by the sale price.

The table summarizes specific sales of multifamily buildings similar in size to the subject that sold within the last year:

Name	Address	Sales Date	Sales Price	SF	Price/SF	Units	Price/Unit	Cap Rate
Eagle Rock Apartments & Townhomes	2501-7320 Oak Hill Cir, North Greenbush, NY 12144	12/22/2021	\$51,750,000	256,876	\$201.46	220	\$235,227	4.33%
Lane Hill Apartments	50 St. Andrews Pl, Yonkers, NY 10705	12/30/2021	\$25,215,000	70,850	\$355.89	110	\$229,227	5.76%
Rolling Gardens	405 Franklin Tpke, Mahwah, NJ 07430	11/15/2021	\$57,500,000	166,514	\$345.32	175	\$328,571	4.40%
Arrive Stamford	100 Morgan St, Stamford, CT 06905	04/19/2021	\$84,250,000	262,235	\$321.28	263	\$320,342	4.90%
Parc at Glenbrook	66 Glenbrook Rd, Stamford, CT 06902	01/08/2021	\$72,000,000	207,402	\$347.15	238	\$302,521	5.00%
Prospect Place Apartments	300-310 Prospect Ave, Hackensack, NJ 07601	04/28/2021	\$114,450,000	494,106	\$231.63	360	\$317,917	4.75%
Crestwood Apartments	92 Fitzgerald Dr, Middletown, NY 10940	03/16/2021	\$19,000,000	125,000	\$152.00	150	\$126,667	5.75%

¹² Gathered from numerous sources, such as PWC, Federal Reserves

Range of Indicators

The preceding table illustrates comparable market-extracted OAR's ranging from 4.33% to 5.76% and averaging 4.98%. Given the subject property location, condition, and operating profile, but considering rising interest rates, an OAR of 5% appears appropriate.

Band of Investment: The Dictionary of Real Estate Appraisal defines the band of investment as "a technique in which the capitalization rates attributable to components of the capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment." The band of investment analysis typically processes financing requirements on a long-term fixed basis.

According to the Investor Survey, as published by RealtyRates.com, loan-to-value ratios among portfolio lender range from 80% to 50% depending on asset quality land location, as well as the strength of the borrower. For best-of-class deals financed by agency lenders, loan-to-value ratios can push closer to 80%. All-in mortgage rates offered by portfolio lender non smaller 7-year loans range from 3.125%-3.5%.

Based on the preceding, an 80% loan-to-value ratio is reasonable. Considering the subject property's location, condition and operating profiles, an interest rate of 4% is reasonable based on a 30-year amortization schedule; this results in a mortgage constant of 4.58%.

Applying an appropriate equity dividend rate to the mortgage equity technique is an integral part of the valuation process. The equity rate of return is sensitive to the risk associated with the property, whether it be location, income flows, functional or physical obsolescence and most important of all, the economic climate. According to RealtyRates.com Investor Survey for the fourth quarter of 2021, equity dividend rates nationally range from 6.07% to 22.09% and average 15.67%. Given the subject's property location and overall condition, an equity dividend rate of 7%, is reasonable.

The following table summarizes the weighted capitalization rate based on the band of investment.

Band of Investment

Capitalization Rate Calculations				
Capitalization Rate Variables				
Mortgage Interest Rate	4.00%			
Loan Term (Years)	30			
Loan To Value Ratio	80.0%			
Debt Coverage Ratio	1.25			
Equity Dividend Rate	7.00%			
Band of Investment Analysis				
Mortgage Constant		Loan Ratio	Contributions	
0.057289835	x	80.0%	=	4.58%
Equity Dividend Rate		Equity Ratio		
7.00%	x	20.0%	=	1.40%
Band of Investment Capitalization Rate				5.98%
Debt Coverage Ratio Analysis				
Debt Coverage Ratio x Loan to Value Ratio x Mortgage Constant				
1.25 x 0.8 x 0.0572898354558551			=	5.73%
Debt Coverage Ratio Capitalization Rate				5.73%

Based on the preceding, the band of investment technique indicates an OAR rounded to 5.91%.

Investor Surveys: According to the PWC Investor Survey, OARs range between 3% and 7% with an average of 4.40% for the National Apartment Market.

Based on the preceding and given the subject's current operation status, market desirability and property condition, an OAR towards the lower end of the national average is reasonable for the subject property.

Conclusions: The consensus of those actively engaged in the marketplace for multifamily complexes is that overall capitalization rates fall within a broad range, depending on numerous risk factor, including, among others:

Location: the better the location the lower the rate of return. The subject is located in the Poughkeepsie New York multifamily market and in an area with a relatively healthy residential rental market.

Physical Characteristics of the Subject Property: The newer the property, the higher the quality of construction and finished, and the better the design and layout of the physical plant, the lower the rate of return. The subject was constructed in 1968 and is in overall average condition.

Degree of Growth Forecasted for Income and Expenses: The more aggressive and value enhancing the valuation assumptions, the higher the rate of return. As noted, the subject property's potential gross

income is substantially higher than current. We have also considered the subject's potential for value add through a renovation and subsequent rent increase.

Amount of Equity Investment Required: The greater the required equity investment (that portion of the total acquisition cost not typically funded by conventional financing), the higher the rate of return. The subject property requires no atypical equity investment.

Type of Investment: The riskier the perceived return on investment for a particular type of real estate, the higher the rate of return. Multifamily complexes in the Philadelphia metro area/ Lower Bucks County are desirable investments with high investor interest, especially affordable housing, which is perceived as a very safe investment.

Summary: The preceding analyses indicate OAR as follows:

Comparable Sales	5.00%
Band of Investment	5.98%
Investor Survey	4.40%

Based upon the preceding analyses, the appraiser chose an OAR of 5.25%, which is appropriate considering the subject's current operating profile, as well as its location in the desirable Poughkeepsie New York Multifamily market.

Value is then calculated by dividing the stabilized net operating income (NOI) by the concluded overall capitalization rate:

CAPITALIZATION RATE CONCLUSION

The above analysis elaborated on the appraiser's conclusion of a cap-rate of 5.25%.

CAPITALIZATION TO VALUE – AS IS

Income Capitalization Analysis					
Unit/Space Type	Income	Method	Units	Annual	% of PGI
1 BR	\$1,650.00	\$/Month	37	\$732,600	16.7%
2 BR	\$1,940.00	\$/Month	89	\$2,071,920	47.1%
3 BR	\$2,380.00	\$/Month	40	\$1,142,400	26.0%
4 BR	\$2,680.00	\$/Month	12	\$385,920	8.8%
Non-Section 8	\$1,454.00	\$/Month	1	\$17,448	0.4%
Total Rental Income:				\$4,350,288	99.0%
Other Income:				\$45,000	1.0%
Potential Gross Income:				\$4,395,288	100%
Vacancy & Collection Loss:				\$153,835	3.50%
Effective Gross Income (EGI):				\$4,241,453	96.5%
Effective Gross Rental Income (EGRI):				\$4,198,028	95.5%

Expense	Amount	Method	Annual	\$/Unit
Taxes	\$435,719	\$/Year	\$435,719	\$2,434
Insurance	\$135,000	\$/Year	\$135,000	\$754
Utilities	\$445,000	\$/Year	\$445,000	\$2,486
Repairs/Maintenance	\$375,000	\$/Year	\$375,000	\$2,095
General/Administrative	\$100,000	\$/Year	\$100,000	\$559
Management	4.50%	% of EGI	\$190,865	\$1,066
Payroll	\$290,000	\$/Year	\$290,000	\$1,620
Reserves	1.0%	% of EGI	\$42,415	\$237
Total Utilities	\$290,000	\$/Year	\$290,000	\$1,620
Total Expenses:			\$2,013,999	\$11,251
Expense Ratio (Expenses/EGI):			47.48%	
Net Operating Income (NOI):			\$2,227,454	\$12,444
Capitalization Rate:			5.25%	
Value (NOI/Cap Rate):			\$42,427,696	\$237,026
Rounded:			\$42,430,000	\$237,039

Direct Capitalization Analysis Conclusion- As Is

Based on the above analysis detailed above, as of September 30, 2022 we have reconciled to a direct capitalization approach value of:

\$42,430,000

FINAL RECONCILIATION – AS IS

The process of reconciliation involves the analysis of each approach to value. The quality of data applied the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

SALES APPROACH

The value of the subject via the sales approach was derived from sales of multifamily complexes in the subject's market. We considered the various aspects of the property and sale in order to determine a fair market estimate of the subject's value.

INCOME APPROACH

The income approach was done on a direct capitalization basis, which is most widely used by market participants. Cap rates were extracted from actual area sales, and a credible conclusion was reached.

Income producing properties typically sell on an income basis. We, therefore, weighted the income approach most heavily, as it is the best reflection of the subject's value.

VALUE INDICATIONS

	Sales Approach As Is	\$40,275,000
	Income Approach As Is	\$42,430,000
Concluded Value As Is		\$42,000,000

POST REHAB INCOME AND EXPENSE

We have also analyzed the subject in its Post Rehab scenario. In addition to the forecasted increase in income, the following projection changes were made:

- Lower R&M costs
- Lower Reserve thresholds
- Raised cap rate because post rehab has no upside remaining

On the following pages we present the forecasted income and expense models:

CAPITALIZATION VALUE - POST REHAB

Income Capitalization Analysis					
Unit/Space Type	Income	Method	Units	Annual	% of PGI
1 BR	\$1,875.00	\$/Month	37	\$832,500	16.7%
2 BR	\$2,200.00	\$/Month	89	\$2,349,600	47.1%
3 BR	\$2,725.00	\$/Month	40	\$1,308,000	26.2%
4 BR	\$3,025.00	\$/Month	12	\$435,600	8.7%
Non-Section 8	\$1,454.00	\$/Month	1	\$17,448	0.3%
Total Rental Income:				\$4,943,148	99.1%
Other Income:				\$45,000	0.9%
Potential Gross Income:				\$4,988,148	100%
Vacancy & Collection Loss:				\$174,585	3.50%
Effective Gross Income (EGI):				\$4,813,563	96.5%
Effective Gross Rental Income (EGRI):				\$4,770,138	95.6%

Expense	Amount	Method	Annual	\$/Unit
Taxes	\$435,000	\$/Year	\$435,000	\$2,430
Insurance	\$135,000	\$/Year	\$135,000	\$754
Utilities	\$445,000	\$/Year	\$445,000	\$2,486
Repairs/Maintenance	\$350,000	\$/Year	\$350,000	\$1,955
General/Administrative	\$100,000	\$/Year	\$100,000	\$559
Management	4.50%	% of EGI	\$216,610	\$1,210
Payroll	\$300,000	\$/Year	\$300,000	\$1,676
Reserves	1.0%	% of EGI	\$48,136	\$269
Total Utilities	\$300,000	\$/Year	\$300,000	\$1,676
Total Expenses:			\$2,029,746	\$11,339
Expense Ratio (Expenses/EGI):			42.17%	
Net Operating Income (NOI):			\$2,783,817	\$15,552
Capitalization Rate:			5.75%	
Value (NOI/Cap Rate):			\$48,414,206	\$270,470
Rounded:			\$48,415,000	\$270,475

Direct Capitalization Analysis Conclusion- Post Rehab

Based on the sales comparison approach and income approach for the subject considering the hypothetical condition that renovations are completed, and rents have been raised to reflect the subject's new renovated status, we concluded a value, as follows:

\$48,415,000

LAND VALUE

Land: \$295,000

Our land value is based on the following comparables:

Rip Van Winkle House, Poughkeepsie, NY

Land Comparable 1



Transaction

ID	4878	Date	11/16/2021
Address	1080 Drewville Road	Price	\$1,000,000
City	Brewster	Price per Acre	\$125,000
State	NY	Financing	Conventional
Legal Description	67.6-1-5	Verification Source	John Barrett, Listing Broker
Grantor	Putnam County Savings Bank	Verification Contact Info	914-968-8500
Grantee	Chong Y. Lee, Kwang Soo Lee and Ok H. Lee		
Book/Page	2248/312		

Site

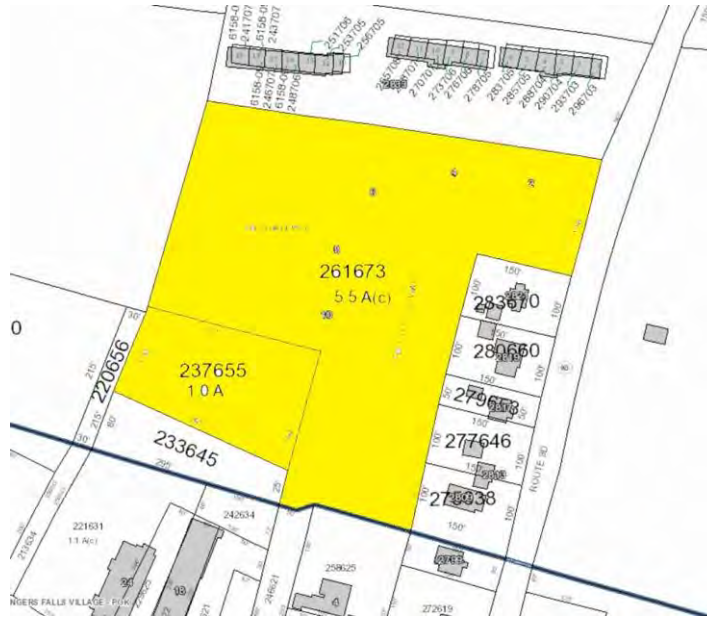
Acres	8.00	Topography	Level
Access	Average	Zoning	GC
Shape	Irregular	Zoning Type	Gateway Commercial
Utilities	EGWS		

Comments

1080 Drewville Road is an 8-acre parcel of land located in Brewster, New York. The property was sold in November of 2021 for \$1,000,000 (Book/Page: 2248/312). The site has approvals for construction of a multifamily building.

Rip Van Winkle House, Poughkeepsie, NY

Land Comparable 2



Transaction

ID	4879	Date	02/28/2022
Address	Route 9D	Price	\$249,000
City	Poughkeepsie	Price per Acre	\$38,073
State	NY	Financing	Conventional
Legal Description	6158-01-261673, 6158-01-237655	Verification Source	Tom Cervone, Listing Broker
Grantor	Tremblay John V	Verification Contact Info	845-485-3100
Grantee	South Hills Common LLC		
Book/Page	22022/1009		

Site

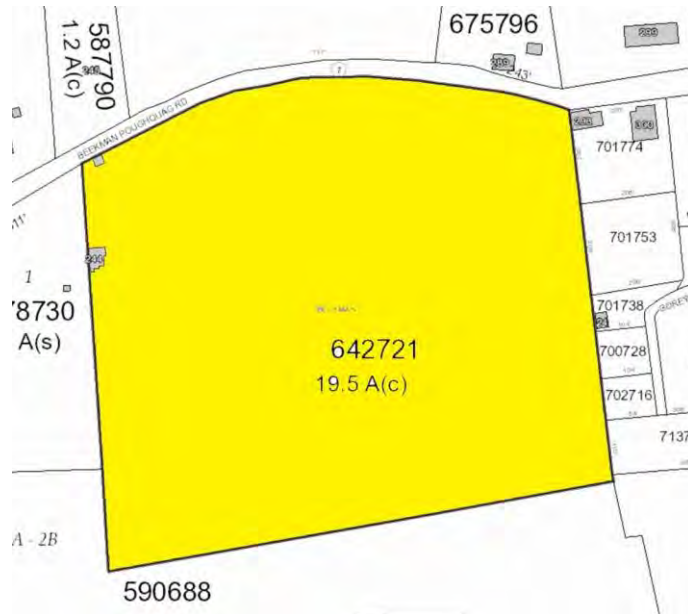
Acres	6.54	Topography	Level
Access	Average	Zoning	RM
Shape	Irregular	Zoning Type	Residence Multifamily
Utilities	EGWS		

Comments

Route 9D is a 6.54-acre parcels of land located in Poughkeepsie, New York. The property was sold in February of 2022 for \$249,000 (Book/Page: 22022/1009). The site has potential for 14 residential lots.

Rip Van Winkle House, Poughkeepsie, NY

Land Comparable 3



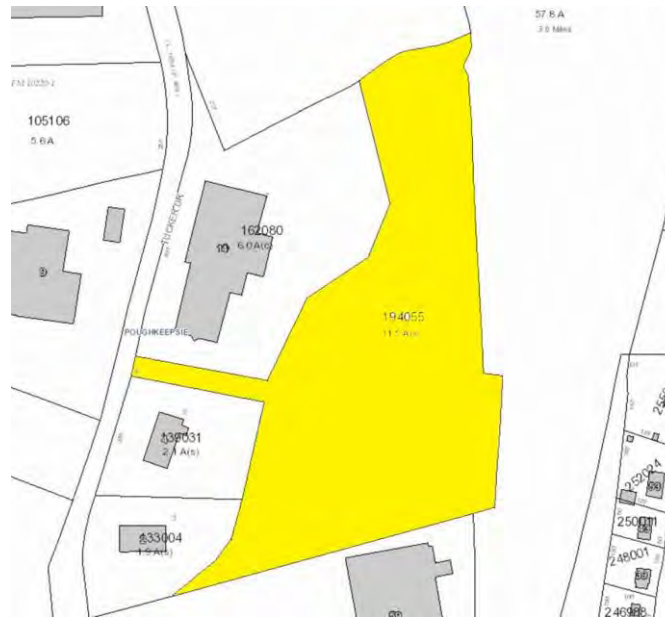
Transaction			
ID	4880	Date	06/01/2022
Address	Beekman Poughquag	Price	\$699,000
City	Beekman	Price per Acre	\$35,846
State	NY	Financing	Contract
Legal Description	6758-00-64272	Verification Source	Brian Mossey, Real Estate Salesperson
Grantor	JSM Upstate Properties Inc.	Verification Contact Info	845-288-4367
Grantee	Confidential		
Book/Page	--		
Site			
Acres	19.50	Topography	Level
Access	Average	Zoning	R-45
Shape	Irregular	Zoning Type	Residential
Utilities	EGWS		

Comments

Beekman Poughquag Road is a 19.5-acre parcel of land located in Beekman, New York. The property was under contract for \$699,000. The site has potential for 16 residential lots.

Rip Van Winkle House, Poughkeepsie, NY

Land Comparable 4



Transaction

ID	4888	Date	11/09/2020
Address	8 Tucker Drive	Price	\$125,000
City	Poughkeepsie	Price per Acre	\$10,860
State	NY	Financing	Conventional
Legal Description	6262-03-194055	Verification Source	Brian Mossey, Listing Broker
Grantor	Kam Sing Chi	Verification Contact Info	845-288-4367
Grantee	8 Tucker Drive LLC		
Book/Page	22020/4861		

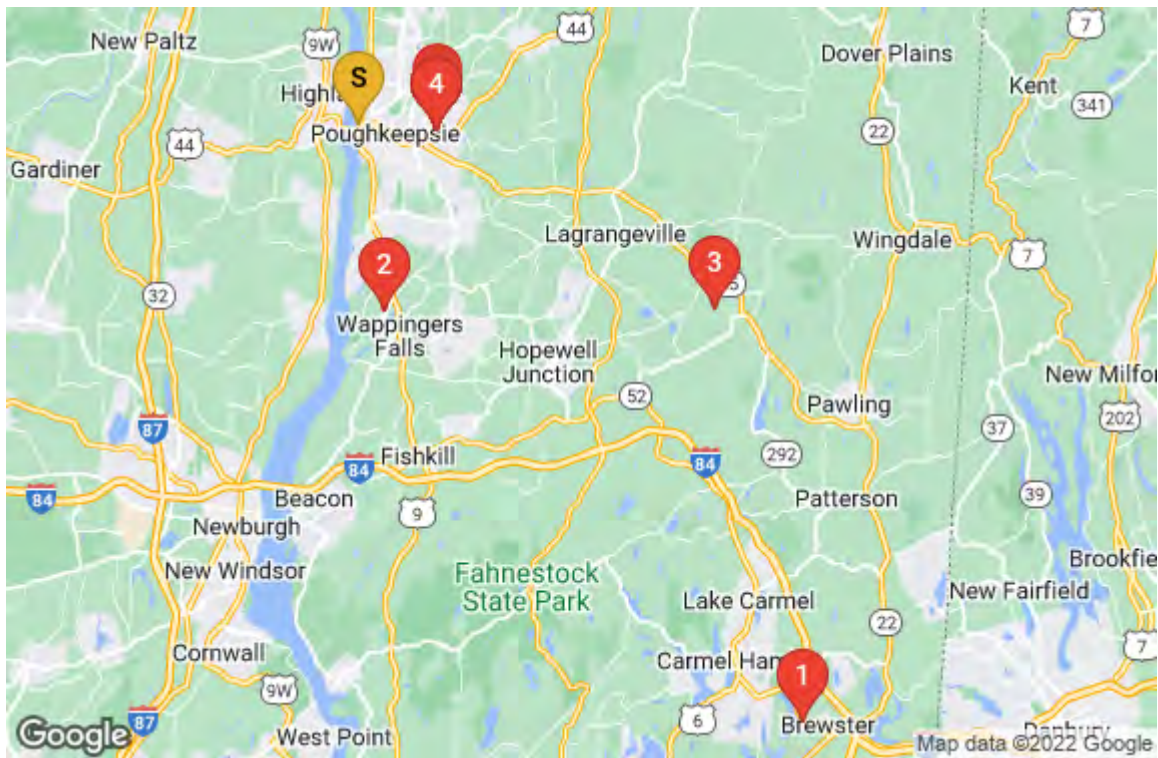
Site

Acres	11.51	Topography	Level
Access	Average	Zoning	B-SC
Shape	Irregular	Zoning Type	Shopping Center Business
Utilities	EGWS		

Comments

8 Tucker Drive is an 11.51-acre parcel of land (5.01-acre usable) located in Poughkeepsie, New York. The property was sold in November of 2020 for \$125,000 (Book/Page: 22020/4861).

LAND COMPARABLES MAP



Rip Van Winkle House, Poughkeepsie, NY

LAND SALES GRID

Land Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4	
Address	10 Rinaldi Boulevard	1080 Drewville Road		Route 9D		Beekman Poughquag Road		8 Tucker Drive	
City	Poughkeepsie	Brewster		Poughkeepsie		Beekman		Poughkeepsie	
State	NY	NY		NY		NY		NY	
Date	03/11/2022	11/16/2021		02/28/2022		06/01/2022		11/09/2020	
Price		\$1,000,000		\$249,000		\$699,000		\$125,000	
Acres	4.90	8.00		6.54		19.50		11.51	
Acre Unit Price		\$125,000		\$38,073		\$35,846		\$10,860	
Transaction Adjustments									
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Conventional	0.0%	Conventional	0.0%	Contract	-10.0%	Conventional	0.0%
Conditions of Sale	Cash	Normal	0.0%	Normal	0.0%	Pending	0.0%	Normal	0.0%
Adjusted Acre Unit Price		\$125,000		\$38,073		\$32,262		\$10,860	
Market Trends Through	03/11/2022	4.0%	1.2%	0.1%		0.0%		5.4%	
Adjusted Acre Unit Price		\$126,554		\$38,118		\$32,262		\$11,444	
Location	Average	Superior		Superior		Superior		Superior	
% Adjustment		-5%		-5%		-5%		-5%	
\$ Adjustment		-\$6,328		-\$1,906		-\$1,613		-\$572	
Acres	4.90	8.00		6.54		19.50		11.51	
% Adjustment		5%		0%		5%		5%	
\$ Adjustment		\$6,328		\$0		\$1,613		\$572	
Approvals	No	Yes		No		No		No	
% Adjustment		-10%		0%		0%		0%	
\$ Adjustment		-\$12,655		\$0		\$0		\$0	
Utilities	EGWS	EGWS		EGWS		EGWS		EGWS	
% Adjustment		0%		0%		0%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0	
Shape	Irregular	Irregular		Irregular		Irregular		Irregular	
% Adjustment		0%		0%		0%		0%	
\$ Adjustment		\$0		\$0		\$0		\$0	
Adjusted Acre Unit Price		\$113,899		\$36,213		\$32,262		\$11,444	
Net Adjustments		-10.0%		-5.0%		0.0%		0.0%	
Gross Adjustments		20.0%		5.0%		0.0%		0.0%	

COMPARABLE SALE ADJUSTMENTS

PROPERTY RIGHTS

The fee simple estate reflects the absolute ownership of a property unencumbered by any other interests and subject only to the limitations imposed by governmental powers to taxation, eminent domain, police power, and escheat. As such, it consists of the complete bundle of rights in a particular piece of real estate. Properties such as the subject typically convey the leased fee interest, which is the landlord's interest, at the time of the sale.

If the leases are short term, the value of the leased fee interest and the fee simple interest may be very similar. However, if the leases are long term and the lease terms are different than market terms, the value of the leased fee interest may diverge from the fee simple interest.

The property interest appraised within the scope of this valuation is that of the leased fee estate reflecting the property's unencumbered lease status as of the date of inspection.

Each of the properties also reflects comparable Multifamily complexes, sold either in fee or subject to their respective market leases. Under the latter scenario, their leased fee and fee simple interest are considered to be conceptually equivalent with no leasehold positions noted, precluding the need to adjust for this factor.

FINANCING

The financing utilized in the acquisition of real property can also affect its sales price when based on non-market terms. In most acquisitions, buyers obtain financing from conventional lenders and then combine the debt (mortgage funds) with equity (down payment) to finalize the transaction. Market value assumes that payment is made in cash or its equivalent and represents a normal consideration for the property sold, unaffected by special financing amounts or terms, services, fees, costs, or credits incurred in the transaction. If it is determined that the terms of sale did not meet the above-noted criteria, an adjustment must be made.

Upon consideration, each of the sales does, in fact, represent cash equivalent transfers acquired with either cash or market-oriented financing, precluding the need for adjustment. For comparable 2, we noted the asking price. Ratio of contract to asking is approximately 10%, which is the adjustment factor we used.

CONDITIONS OF SALE

The 'conditions of sale' adjustment considers any abnormal market circumstances in the sale. If the buyer or seller is unusually compelled or motivated to make the transaction, then an adjustment is required. For instance, a seller facing imminent foreclosure could be excessively compelled to sell. Or the price of a transaction between related parties (family members and partnerships or corporations with common principals) may not be an arm's length transaction or represent market value. Further, portfolio sales often

sell at a significant premium in bull market and at a discount bear markets. Portfolio transactions may also involve price allocations to the individual properties that may not represent the market value because the allocated prices may serve various taxes, reimbursement, and other business interests.

The subject and most of the comparables reflect market-oriented, arm's length transactions between knowledgeable participants, precluding the need to adjust for this factor.

ECONOMIC TRENDS

Comparable sales that occurred under market conditions different from those applicable to the subject on the effective date of value require adjustment for any differences that affect their value. An adjustment for market condition is warranted if general property values have increased or decreased since the transaction dates. And, although the adjustment for market conditions is often referred to as a 'time' adjustment, time is not the cause of the adjustment. Market conditions that change over time create the need for an adjustment, not time itself.

Changes in tax laws, inflation, and the cost of capital (equity and debt) are some of the important external forces that affect value. Major changes in any of these external forces can have a broad effect on the value of real estate, so any major change warrants examination. Also, changes in the cost of capital tend to have a universal impact on valuation. Changes in interest rates and equity returns may not have a one-to-one relationship with value. Simply adjusting a sale price to reflect the difference in the cost of capital between the date of comparable sales and the effective date of the appraisal may not accurately characterize the change in value. However, if other significant factors in the market have remained fairly stable over this time space, then the change in the cost of capital provides an indication of the general trend in value.

The valuation date for this analysis is March 2022, the date of inspection. Acquisition dates for the comparable sales range from November 2020 to June 2022. Covid 19 had and continues to have an enormous impact on many aspects of the economy in general and on real estate in particular. Surprisingly, the subject's market seems to have experienced no discernable downturn, as collections have remained remarkably high, and continuing to be a very resilient asset. Investors feel that confidence level and there are few reported reductions even in existing contract prices, and financing options remain plentiful. The subject's multifamily market has in fact experienced growth, as historically low interest rates and a robust rental market has driven sales prices higher. As noted earlier, Poughkeepsie multifamily rents were rising at a 6% annual rate during the first quarter of 2022 and have posted an average annual gain of 4.2% over the past three years. Conservatively, we have adjusted 4% annually to account for the recent increased market activity.

LOCATION

The subject is located in Poughkeepsie, which is in the Dutchess County. Comparables are in the nearby counties. The following demographics and area factors were considered in order to determine an appropriate adjustment for this factor, if any.

Rip Van Winkle House, Poughkeepsie, NY

Name	Zip Code	Walk Score	Small FMR	Unemployment Rate	Median House Value	Median Household Income
Subject						
Rip Van Winkle House	12601	61	\$1,350	8.5%	\$286,000	\$41,331
Comparables						
1080 Drewville Rd, Brewster	10509	26	\$2,230	5.5%	\$408,600	\$90,959
Route 9D, Poughkeepsie	12590	37	\$1,560	6.0%	\$373,400	\$79,104
Beekman Poughquag Rd, Beekman	12570	3	\$1,830	5.8%	\$414,200	\$94,761
8 Tucker Dr, Poughkeepsie	12603	37	\$1,430	6.0%	\$344,400	\$75,794

The ratings reflect the market's reaction to location features that affect rental values such as neighborhood desirability, nuisances, nearby land uses, crime volume, and accessibility to schools and employment centers and the comparables selected have similar influences. The chart above presents market factors that illustrate that the comparables have better small FMR, median house value and median household income, however, they have worse walk score than the subject. Nevertheless, we considered them superior to the subject and were adjusted accordingly.

ACRES

Economies of scale often results in smaller properties selling for more on a dollar per unit basis than larger properties. Comparables vary with regards to this factor and were adjusted accordingly.

APPROVALS

The subject and comparables have no approvals for construction excluding comparable 1. It was adjusted accordingly for this factor.

UTILITIES

The subject and comparables have access to all public utilities. No adjustment was necessary for this factor.

SHAPE

The subject and comparables are irregular in shape. No adjustment was needed.

CONCLUSION

The adjusted values of the comparables range from \$11,444 per acre to \$113,899 per acre; the average is \$48,454 per acre. Comparable 1 is similar to the subject as it is an apartment site and close to the river. We concluded a final reconciled per acre value of \$60,000.

Market Value

Indicated Value per Acre: \$60,000

Subject Size: 4.90

Indicated Value: \$294,000

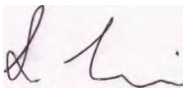
Rounded: \$295,000

Two Hundred Ninety Five Thousand Dollars

CERTIFICATION STATEMENT

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective future interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification, other than Jamie Del Rosario, research analyst at Starmark Appraisals LLC.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- We have previously appraised or completed a rent study of the subject in August of 2019. We have not appraised the subject since.
- Samuel Levi, MAI, ASA has previously inspected the property.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

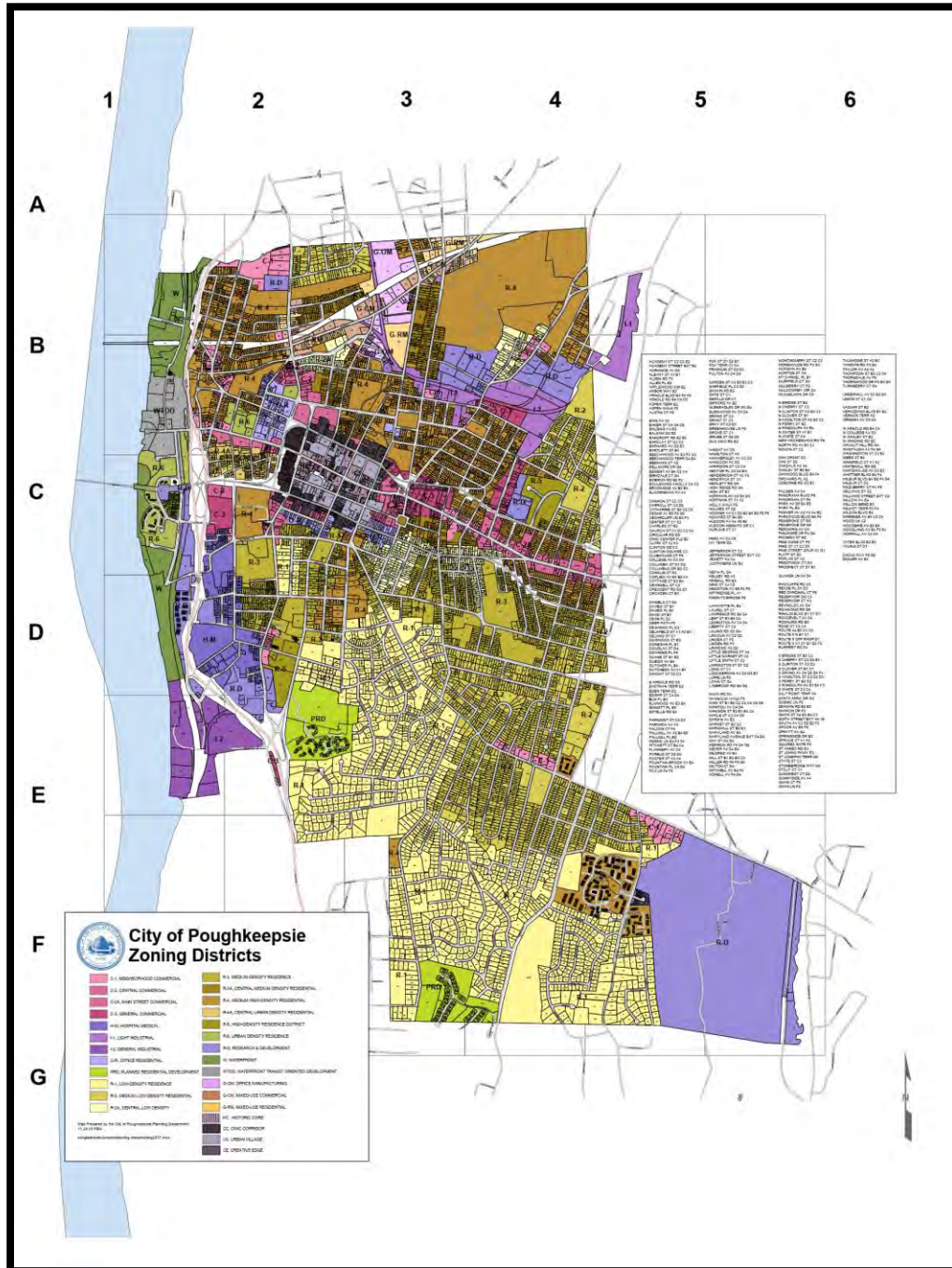


Samuel Levi MAI, ASA

NY-46000050930

ADDENDA

ZONING MAP



PERMITTED USES

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City of Poughkeepsie, NY
Wednesday, March 30, 2022

Chapter 19. Zoning and Land Use Regulations

Article III. District Regulations and Map

Section 19-3.36. Waterfront Transit-Oriented Development District (WTOD).

[Added by L.L. No. 4-2014, 11-17-2014, § 1]

- (1) *Purpose of district.* The purpose of the WTOD District is to encourage a pedestrian-friendly, urban mix of public, recreational, residential, and compatible commercial uses within walking distance of waterfront parks, the Walkway Over the Hudson elevator, and the Railroad Station. This mixed-use district is designed to promote public access to the waterfront along a continuous Greenway park and walkway system and to create a regionally connected destination center around the Railroad Station with direct links up Main Street to the City Center.

The waterfront is one of the City's greatest assets and represents exceptional opportunities for balancing high value development with public access to riverfront recreational and entertainment activities. The standards in this section are designed to achieve the following additional objectives:

- (a) To encourage a mix of water-dependent and water-enhanced recreational, public, residential, and compatible commercial uses, which complement each other and take advantage of this unique location along the Hudson River and around the Railroad Station.
- (b) To support the most desirable and appropriate use of land and building development based upon consideration of land characteristics and other environmental features, adjacent neighborhoods, and overall community needs, while also protecting historic buildings, enhancing the value of land and buildings, and increasing the tax revenue base.
- (c) To enhance public access to the river and ensure that development and land or water use activities occur in harmony with the parkland and ecological systems that exist along the Hudson River.
- (d) To promote new mixed-use development at levels sufficient to encourage an active waterfront walking district, bicycling, car-sharing, and other transportation alternatives, and public transit use for residents and visitors.
- (e) To create a more complete and diverse neighborhood with a balanced mix of housing types and incomes.
- (f) To ensure that development of the waterfront is consistent with the City's Local Waterfront Revitalization Program as described in Chapter 18 1/2 of the City of Poughkeepsie Code, the City's Comprehensive Plan, and Greenway Connections, the Hudson River Valley Greenway Compact.

In case of any conflict between these additional standards and other provisions in this Zoning Code, this section shall take precedence.

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- (2) *Development standards for the WTOD District.* Development should implement the principles and overall Illustrative Plans in the 2014 Poughkeepsie Waterfront Redevelopment Strategy, although the uses and forms of individual buildings may vary. Adoption of this plan by the Common Council is intended to streamline the development review process for proposals deemed consistent with the Waterfront Redevelopment Strategy.
- (a) Permitted uses in the WTOD District, as defined in Figure 3^[1] and the City of Poughkeepsie Zoning District Map, as amended.
1. Permitted uses and uses subject to a special use permit or site plan review are included in Table A, Principal Use Table, at the end of this section.^[2]
[2] *Editor's Note: Table A is included as an attachment to this chapter.*
 2. Permitted accessory uses shall include off-street parking, fully enclosed storage, signs subject to Section 19.4.9, and other subordinate uses customarily associated with any permitted use.
 3. Full development of non-park parcels within 1/2 mile of the Railroad Station is encouraged. Multiple uses are permitted on a lot and a vertical mix of uses in a building, such as housing above retail, is preferred.
 4. In order to promote a mix of uses, activate sidewalks near the waterfront, and promote transit-oriented development near the Railroad Station, any ground floor use facing a public street in buildings fronting N. Water Street west and south of the existing parking structure and buildings fronting Main Street east of the Water Street intersection shall be limited to permitted retail, restaurant, bar, hotel, personal service, public, or cultural uses.
 5. To ensure that partial development of a parcel will not preclude future development consistent with the purposes of the WTOD District, the Planning Board may require the applicant to prepare a conceptual plan for the entire parcel when applying to develop or subdivide a portion of a larger parcel.
[1] *Editor's Note: Figure 3 is included as an attachment to this chapter.*
- (b) Dimensional standards for the WTOD District.
1. All new construction or changes in existing structures shall be subject to the permitted building heights, setbacks, and other dimensional standards listed in the Regulating Plan, Blocks A through G (see Figures 4.1 through 4.8).^[3]
[3] *Editor's Note: Figures 4.1 through 4.8 are included as an attachment to this chapter.*
 2. Building height shall be measured in number of stories fronting on a public street, park, or plaza, excluding attics and basements. Stories shall not exceed 14 feet in height, except for a ground floor commercial, public, or cultural function, which may be up to 20 feet in height.
 3. Chimneys, vent pipes, mechanical systems, elevator shafts, antennas, roof decks or gardens, greenhouses, solar collectors, and other rooftop accessory structures may project up to 15 feet above the maximum height. With the exception of roof decks or gardens and solar collectors, such projections shall occupy no more than 20% of the roof area and must be set back at least 15 feet from the front edge of the roof or otherwise be screened from public views.
 4. Buildings with varied heights, rooflines, roof gardens, and roof terraces are encouraged. The Planning Board may approve a corner or central tower one story above the permitted height, subject to a special use permit, if it meets the following conditions:
 - a. Occupies no more than 20% of the total roof area;
 - b. Does not obstruct a public view identified in the Local Waterfront Revitalization Program;

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- c. Contributes to a more architecturally varied building and block; and
 - d. Provides access to a roof garden or terrace for all building residents or the public.
- (c) Streetscape standards for the W TOD District.
 1. Street dimensions and designs for Water Street south of the Fall Kill Creek and Rinaldi Boulevard north of Gerald Drive shall be consistent with the illustrative sections in Figures 5.1 through 5.4.^[4]

[4] *Editor's Note: Figures 5.1 through 5.4 are included as an attachment to this chapter.*
 2. Street trees are an essential element of the streetscape and shall be located adjacent to the curbline on average 30 to 40 feet apart, depending on driveways and utilities. Tree wells and tree lawns shall be designed to complement the stormwater drainage system and shall be at least four feet wide by six feet long to maintain healthy trees. The Planning Board may require lot owners or commercial businesses to provide and maintain (or replace if damaged or dead) street trees, planters, or other landscaping improvements as part of site plan approval.
 3. Sidewalks shall be required on both sides of the street and continue across driveways, with an unobstructed space for pedestrian activity at least five feet wide along residential frontages and at least eight feet wide along commercial frontages, whenever possible.
 4. On-street parking is encouraged, wherever possible, to provide convenient public parking for nearby parkland and commercial uses, to reduce the need for off-street surface lots and structures, to calm vehicle speeds, and to protect pedestrians from vehicular traffic.
 5. Art installations, pocket parks, benches and sitting spaces, and seasonal dining areas with movable tables, chairs, umbrellas, and low planters or partitions are encouraged on or adjacent to the sidewalk and may be approved by the Planning Board if there is sufficient unobstructed space for pedestrian through traffic.
 6. The Planning Board may require the placement of a transit shelter and/or bicycle rack on or adjacent to sidewalks as part of site plan approval.
 7. All sidewalk furnishings, including light fixtures, trash receptacles, benches, bike racks, planters, and ornamental fencing (up to four feet high) shall be coordinated throughout the district by the Planning Board as part of the site plan review process, using similar or compatible colors and consistent types of light fixtures, benches, and trash receptacles. Vinyl, plastic, or chain-link fencing shall be prohibited.
- (d) Site standards for the W TOD District.
 1. Concrete or paver walkways at least five feet wide shall link all primary building entrances and public parking areas to the adjacent municipal sidewalk system.
 2. Any setback areas not devoted to structures, driveways, walkways, and sidewalks shall be planted and/or landscaped, including a combination of street trees, shade trees, and ornamental plantings.
 3. Land shall be developed in such a way as to enhance overall public views toward the Hudson River and provide new river view opportunities from buildings. Site layout and design shall consider public view corridors or locations identified in the Local Waterfront Revitalization Program's Map 9 and shall also consider the important views of the City from the Hudson River.
 4. Sites and buildings shall meet A.D.A. requirements and shall apply universal design principles, whenever possible, to enable those with mobility impairments unrestricted access.

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5. Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear parking lots may be a maximum of 20 feet high. Lighting shall be energy efficient, have full-spectrum color quality, and shall use full cutoff fixtures to prevent any light above the horizontal level into the night sky. Exceptions to these lighting standards may be made for short-term event lighting, holiday lighting, or other decorative bulbs under 900 lumens.
 6. The following accessory uses are discouraged on the riverfront side of parcels directly adjacent to the waterfront or along public streets: truck docks; service drives; parking lots; storage; electrical or mechanical equipment; private trash or garbage containers or other building maintenance facilities; ventilator exhausts; or freestanding commercial signs. If such uses are permitted by the Planning Board as part of site plan review, uses shall be completely screened with plantings, architecturally treated walls and other appropriate means.
 7. All new or replaced utilities shall be underground.
 8. Because of the compact, mixed-use character of the district, the Planning Board has the authority to set restrictions on permitted uses that may involve hazardous materials, excessive noise, vibrations, smoke, odors, or other forms of pollution, and to limit late night hours of operation for businesses.
 9. Ecological and sustainable site and building design practices are encouraged, including such techniques as:
 - a. Adaptively reusing buildings or building materials, whenever possible.
 - b. Incorporating green infrastructure techniques for stormwater management and providing shared, multiparcel drainage and parking solutions (see the New York State Stormwater Management Design Manual and Greenway Guide E8, Green Infrastructure).
 - c. Integrating eco-roofs/green roofs or similar permeable building roofing systems.
 - d. Capturing rainwater for irrigation or other uses.
 - e. Incorporating the use of pervious paving systems in areas intended for pedestrian or vehicular use.
- (e) Building standards for the WTOD District.
1. Orientation and entrances.
 - a. Buildings shall be oriented to frame the street and encourage a lively walking district with buildings and multiple storefront entrances directly along the sidewalk, more detailed architectural elements on the first floor, and pedestrian-scale lighting and signs. A maximum distance of 60 feet between individual store entrances is encouraged.
 - b. The main pedestrian entrances shall be designed to face the primary frontage. Where rear parking is provided, a rear entrance may be permitted, but shall be clearly secondary to the main entrance along the street or park sidewalk frontage.
 2. Frontage types for the WTOD District. The following frontage types are permitted (see Figure 6⁽⁵⁾):
 - a. Shop front. The building is located at or very close to the front property line with the entrance at sidewalk grade. This type is conventional for retail use, with a high percentage of display windows on the first floor, a prominent entrance, typically with a recessed doorway, and often with an awning.
 - b. Arcade. An attached colonnade extends the building over the sidewalk on the first floor, which can be covered by upper stories. Arcades shall be no less than eight feet

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deep and 10 feet high.

- c. Forecourt. A semipublic exterior space with the back and sides surrounded by a building and the front open to the street forms a court, which is suitable for landscaping, gathering space, or outdoor dining.
- d. Stoop. The entry porch and ground floor are elevated by stairs from the sidewalk, allowing privacy for first floor residential use even when placed close to the frontage line. Stoops shall be raised at least 18 inches and may be up to 36 inches above the finished grade.
- e. Porch. The building is set back from the frontage line with an open porch allowed to encroach into the planted front yard. Porches shall be no less than eight feet deep.

[5] *Editor's Note: Figure 6 is included as an attachment to this chapter.*

3. Building architecture.

- a. Architectural features and windows shall be continued on all sides of the building to avoid blank exterior walls, unless the wall is not visible from a public street, parkland, or parking area.
- b. Buildings fronting on more than one street shall provide a consistent quality of similar materials appropriate for a principal facade.
- c. Buildings shall have cornice or top-floor edge features and first-floor architectural articulation, such as storefronts with a secondary cornice or an architecturally emphasized entrance doorway, to accent a facade pattern that differentiates between the base, middle, and top (see Figure 1).



Figure 1: Use projecting cornice features and more detailed architectural elements on the first floor to create architectural variety on building facades.

- d. Building elements that add architectural interest, such as balconies, bay windows, and cornices, may encroach up to four feet into the front setback or beyond the front lot line, if the bottom of the encroaching building element is at least 12 feet above grade.
- e. Buildings shall have at least a two-foot break in depth along all street facades and roof lines for every 50 feet of continuous facade. Such breaks may be met through the use of bay windows, porches, porticos, building extensions, towers, recessed doorways, and other architectural treatments and need not run the entire height of the building (see Figure 2).

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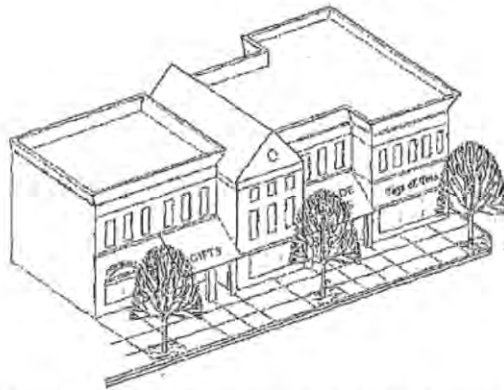


Figure 2: Break up facades through the use of bay windows, porches, porticos, building extensions, towers, recessed doorways, and other architectural treatments.

- f. Any new building, addition, or alteration should be finished with materials that fit in with the existing historic buildings in the area (see a selection of historic buildings in Figure 7^[6]). Recommended materials include brick, natural stone, wood siding and trim, shingles, slate, stucco, and smooth fiber-cement siding and trim. Vinyl, aluminum, or sheet metal siding, exposed concrete blocks or walls, plywood or unpainted lumber, all-glass facades, and synthetic stone, brick, or stucco are not permitted.
[6] Editor's Note: Figure 7 is included as an attachment to this chapter.
- g. Structural metal, glass, or canvas-type canopies, canvas-type awnings, and projecting signs may encroach up to six feet into the front setback or over a sidewalk above seven feet. Vinyl, aluminum, or backlit awnings or canopies and exterior roll-down security gates shall not be permitted.
- h. Street level commercial facades shall have a minimum of 70% window coverage and transparent door area between two and 10 feet above the sidewalk, with views provided into the business. All other facades visible from a public street or parkland shall have a minimum of 30% window coverage.
- i. Windows shall be transparent (not mirrored or visibly tinted) and primary individual window proportions shall be greater in height than in width, although the Planning Board may allow exceptions for storefront, transom, and specialty windows.
- (f) Parking standards for the WTOD District. Because of the regional transit connections provided by the Railroad Station, frequent bus service to the City Center, and the intention to create a pedestrian- and bicycle-friendly waterfront district where it is convenient to arrive by transit or park once and walk around, parking requirements are reduced and shared parking arrangements away from the riverfront are encouraged.
- 1. The following off-street parking standards shall be considered both minimum and maximum numbers, unless a professional parking analysis of the proposed use and the surrounding area demonstrates to the Planning Board's satisfaction that a different amount of parking is appropriate for the use and location:
 - a. Residential dwelling: 0.5 space per unit.

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- b. General retail: one space per 400 square feet of gross floor space.
 - c. Personal service business: one space per 350 square feet of gross floor space.
 - d. Restaurant or cafe: one space per 250 square feet of gross floor space.
 - e. Office: one space per 350 square feet of gross floor space.
 - f. Hotel or other lodging: 0.75 space per guest bedroom.
 - g. Other uses: as set by the Planning Board.
2. As part of an analysis to support a reduction in the amount of required parking, the Planning Board may consider if the peak hour activities of the use are such that parking is available to the public in the parking structures or lots surrounding the Railroad Station or at nearby on-street parking.
 3. To reduce area automobile traffic and parking needs, new development as part of site plan review shall include techniques to support alternative means of transportation, consistent with the City of Poughkeepsie's best practices in transportation demand management.
 4. Surface parking lots and garage doors for residential uses shall be located toward the rear of the lot, behind buildings whenever possible, and screened from public street views.
 5. Shared parking arrangements are encouraged (see Section **19-4.3**). The Planning Board may require shared driveways and/or interconnected parking lots to facilitate fewer curb cuts.
 6. Loading shall be arranged in non-peak hours, whenever possible, to avoid the need for separate loading facilities.
 7. Parking structures shall be designed in conformance with the following standards:
 - a. The river or park facade and any facade visible from a public street shall be finished with quality materials and given attractive architectural and landscaping treatments.
 - b. Vehicular access to the structure shall have minimal impact on pedestrian circulation.
 - c. Ramping (sloping) floors, unfinished structural elements, lights or mechanical appurtenances shall not be visible from the river, public parkland, or a public street.
 - d. Vehicles parked within the structure shall be screened so that they are not visible from the river, public parkland, or a public street.
 - e. Freestanding parking structures permitted as a principal use require first floor retail or other active uses along the primary street frontage.

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ZONING AND LAND USE REGULATIONS

19 Attachment 2

City of Poughkeepsie

Table A: Principal Use Table

Principal Use	WTOD District	Principal Use	WTOD District
Adult Bookstore, Theater, Cabaret		Membership Clubs or Organization	
Agriculture		Mixed-Use Developments	P
Animal Day Care, Kennel, or Shelter		Motel	
Animal Hospital		Motor Vehicle, Auto Wash	
Art Studio	P	Motor Vehicle, Rental	P
Auditorium	P	Motor Vehicle Repair, Major	
Auto/Truck Storage Yard		Motor Vehicle Repair, Minor	
Bank	P	Motor Vehicle Sales	
Benquet Facility	P	Motor Vehicle Service (Gas) Station	
Bar, Cocktail Lounge, Tavern	P	Nightclub	P
Boarding/Rooming House		Nursing or Convalescent Home	
Boat Launch	P	Office, adaptive reuse of residential structure	
Boat Repair Facility	P	Office Park	
Broadcast Studio	P	Offices, business, professional, medical	P
Cabaret	P	Outdoor Material Storage	
Cemetery		Parks, recreation and open space	P
Colleges, Universities, Vocational Schools		Parking as Principal Use	P
Communication Tower and Antenna, Wireless		Parking Structure	P
Community Facility/Uses, Public	P	Personal Service (No dry cleaning done on premises)	P
Convenience Store	P	Pier	P
Convenience Store w/ Gasoline Pumps		Place of Worship	
Conference Center	P	Public Uses/Community Services	P
Cultural Facility, Library, Museum, Art Gallery	P	Public Utilities	P
Day Care Center	P	Recreational Facility, Commercial (less than 10,000 sf)	P
Day Care, Group or Family	B	Research and Development Facility	
Drive-In Establishment		Residential Care Facility	
Dwelling, Single-Family Detached		Restaurant, Standard	P
Dwelling, Two-Family		Restaurant, Fast Food	
Dwelling, Multifamily	P	Retail Establishment (less than 10,000 sf)	P
Funeral Home		Schools, Elementary/Secondary, Private	
Garden Center		Self-storage Facility or Mini Warehouse	
Helipad		Shopping Center	
Home Occupation	P	Student Home	
Hospital/Medical Center		Taxi/Limousine Service	
Hotel	P	Theater	P
Industrial Use, Heavy		Townhouse	P
Industrial Use, Light		Transfer Station	
Live/Work Space	P	Truck Terminal / Distribution Center	
Market for Arts, Crafts, or Food Products	P	Warehouse	
Marina	P		

Any use not listed is prohibited in the district.

Key:	
B	Permitted Subject to Building Permit
SP	Permitted Subject to Special Use Permit
P	Permitted Subject to Site Plan
	Not Permitted

19 Attachment 2:1

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BULK REQUIREMENTS

ZONING AND LAND USE REGULATIONS

19 Attachment 1

City of Poughkeepsie

Summary of Bulk Requirements
(Part 1)

Zoning District	Minimum Yard and Open Space Requirements											Floor Area Ratio
	Lot Area (square feet)	Lot Width (feet)	Lot Frontage (feet)	Required Yards			Building Height (lessor of)	Lot Coverage	Usable Open Space (square feet)			
				Front (feet)	Each Side (feet)	Total (feet)				Rear (feet)		
R-1 (Section 19-3.12) Low-Density Residence District	Single-family: 10,000	75	35	30	15	30	15% of lot depth, but not less than 15 feet	2½ stories or 35 feet	25%	—		
R-2 (Section 19-3.13) Medium Low-Density Residence District	Single-family: 6,000 Other uses: 10,000	50	30	20	10	20	15% of lot depth, but not less than 15 feet	2½ stories or 35 feet	30%	—		
R-3 (Section 19-3.14) Medium-Density Residence District	Single-family: 6,000	50	30	20	6	12	15	2½ stories or 35 feet	35%	—		
	2-or-more-family: 10,000, plus 4,000 for each DU above 2	50	30	20	6	12	15					
	Townhouses: 4,000	18	18	10	6	12	15					
	Other uses: 6,000	50	30	10	6	12	15					
R-4 (Section 19-3.15) Medium High-Density Residence District	All uses, including townhouses but excluding multifamily dwellings: same as R-3 Districts [Section 19-3.14(4)]											
	Multifamily dwellings Efficiency or 1-bedroom unit: 2,200 2-bedroom unit: 2,000 3-or-more-bedroom unit: 4,000	^	^	20	^	^	^	3 stories or 40 feet	40%	200	300	
										400		
R-5 (Section 19-3.16) High-Density Residence District	All uses, except multifamily dwellings and townhouses: same as R-3 [Section 19-3.14(4)]											
	Townhouses: 2,800 Multifamily dwellings Efficiency or 1-bedroom unit: 1,200 2 bedroom unit: 2,200 3-bedroom unit: 2,800	50	18	20	6	12	15	6 stories or 70 feet	50%	200	300	
		50	30	20	^	^	^					

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Zoning District	Minimum Yard and Open Space Requirements										
	Lot Area (square feet)	Lot Width (feet)	Lot Frontage (feet)	Required Yards			Building Height (lessor of)	Lot Coverage	Usable Open Space (square feet)	Floor Area Ratio	
				Front (feet)	Side						Rear (feet)
					Each (feet)	Total (feet)					
R-6 (Section 19-3.17) Urban Density Residence District	All uses, including townhouses but excluding multifamily dwellings: same as R-5 [Section 19-3.16(4)]										
	Multifamily dwellings	100	100	20	'	'	'	None	70%	200	
	Efficiency or 1-bedroom: 800									300	
	2-bedroom: 1,200									400	
	3-or-more-bedroom: 1,600										
PRD (Section 19-3.18) Planned Residential Development District	Gross density shall not exceed equivalent number of units that are permitted in the Medium High-Density Residence District R-4								20%	Same as R-4 [Section 19-35(4)(h)], plus 1,000 for each single-family unit	

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ZONING AND LAND USE REGULATIONS

Summary of Bulk Requirements (Part 2)

Zoning District	Minimum Yard and Open Space Requirements										Usable Open Space (square feet)	Floor Area Ratio
	Lot Area (square feet)	Lot Width (feet)	Lot Frontage (feet)	Required Yards				Building Height (lesser of)	Lot Coverage			
				Front (feet)	Each (feet)	Side (feet)	Rear (feet)					
O-R (Section 19-3.20) Office-Residential District	Same as R-3 [Section 19-3.14(4)] Townhouses Other uses	18 50	18 30	10 10	Minimum required side and rear yards: same as R-3 [Section 19-3.14(4)]			2½ stories or 35 feet	70%	—		
C-1 (Section 19-3.22) Neighborhood Commercial District	1- and 2-family dwellings and townhouses: same as R-3 [Section 19-3.14(4)] Multifamily dwellings Efficiency or 1-bedroom: 2,200 2-bedroom: 2,800 3-or-more-bedroom unit: 4,000		40 40	10 If corner lot, 15	5	5	25	3 stories or 40 feet	80%	200 300 400		
C-2 (Section 19-3.23) Central Commercial District	None	ε	ε	ε	ε	ε	ε		100%		2.0, bonus to 8	
C-3 (Section 19-3.24) General Commercial District	None		40	10 ^d	10 ^d	20 ^d	20 ^d		60%		2.0	
I-1 (Section 19-3.29) Light Industrial District	None		50	20	10	20	25		60%		1.0	
I-2 (Section 19-3.30) General Industrial District	None		50	15 ^e	10 ^e	20 ^e	20 ^e		80%			
R&D (Section 19-3.31) Research and Development District	Residential lot and bulk requirements of R-5 District: 20,000		100	30	30	60	30		40%			

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Zoning District	Minimum Yard and Open Space Requirements										
	Lot Area (square feet)	Lot Width (feet)	Lot Frontage (feet)	Required Yards				Building Height (lesser of)	Lot Coverage	Usable Open Space (square feet)	Floor Area Ratio
				Front (feet)	Side		Rear (feet)				
					Each (feet)	Total (feet)					
W (Section 19-3.34) Waterfront District	Residential lot and bulk requirements of R-6 District For nonresidential development: None		50		None, but if provided at least 6				50%		
H-M (Section 19-3.35) Hospital-Medical District	Minimum lot area as regulated in Medium-Density Residence District R-3 [Section 19-3.14(4)] Other uses: 10,000		50		Same as requirements in R-3 [Section 19-3.14(4)(d)]				50% (for nonresidential mixed use buildings)		

19 Attachment 1:4

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ZONING AND LAND USE REGULATIONS

NOTES:

- a. Minimum required side and rear yards shall be the same as the R-3 District [Section 19-3.14(4)], except for multifamily dwellings with three (3) or more dwelling units, which yards shall be computed as follows:

The distance from the structure to property line shall be one half ($\frac{1}{2}$) times the height of the structure closest to the property line or fifteen (15) feet, whichever is greater.

The distance between buildings on one (1) site shall be two-thirds ($\frac{2}{3}$) of the height of the taller building or twenty-five (25) feet, whichever is greater.

- b. Side yard. No side yard is required, except, if provided, it must be at least six (6) feet; if a corner lot, the side yard must be fifteen (15) feet. If the lot adjoins an R-1 through R-4 Residence District, the side yard must be equivalent to the requirement of said residential district, and in no case shall the yard be less than fifteen (15) feet.

- c. Front yard. Where the block frontage is located partly in the C-2 District and partly in an R-1 through R-6 or O-R District, the front yard requirement of the R or O-R District shall apply in the C-2 District.

Side yards. Where the side of a lot in the C-2 District abuts upon the side of a lot in an R or O-R District, there shall be a side yard of not less than the side yard required in the abutting R or O-R District. In all other cases, a side yard for a commercial buildings shall not be required, but, if provided, shall not be less than six (6) feet in width.

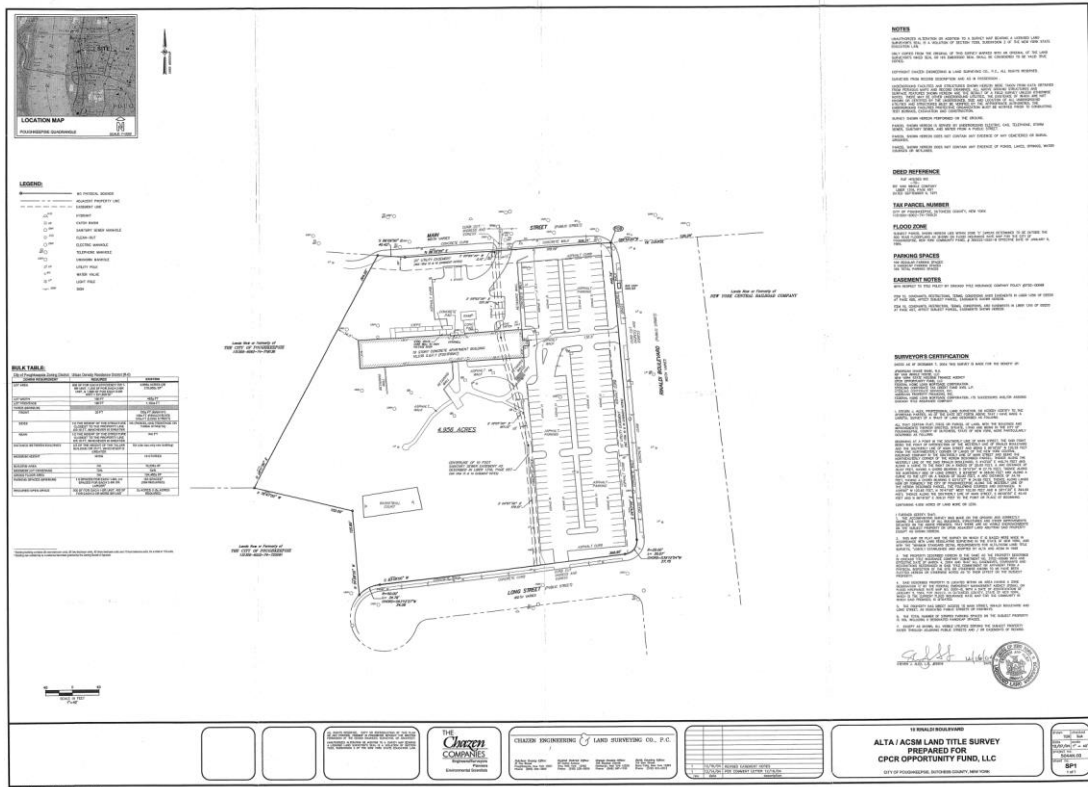
Rear yard. Where the C-2 District abuts upon and R or O-R District, there shall be a rear yard of not less than fifteen percent (15%) of the depth of the lot, but such rear yard need not exceed twenty (20) feet. In all other cases, a rear yard is not required, except if one (1) is provided, it shall not be less than eight (8) feet in depth. In the case of a corner lot abutting a nonresidential district on both streets, both interior property lines shall be considered to be side lot lines. (NOTE: This avoids the need for a rear yard on a corner lot in a C-2 District which would disrupt the continuity of frontage.)

- d. Except as otherwise specified, where a use in a C-3 District is within fifty (50) feet of any R-1 through R-6 District, a landscaped buffer of at least twenty (20) feet shall be provided along the property line.

- e. Except as otherwise provided, where a lot in any I-2 District adjoins any R-1 through R-6, O-R or PRD District, a landscaped buffer of at least thirty-five (35) feet shall be provided along the property line.

Rip Van Winkle House, Poughkeepsie, NY

SURVEY



PROPOSED SCOPE OF WORK/BUDGET

Rip Van Winkle - Poughkeepsie, NY			
Proposed Scope/Budget			
March 10, 2022			
Item	Quantity	Unit Cost	Sub-Total
Bathrooms			
Lighting upgrade	179	150.00	26,850.00
Tub/surround/valve	179	3,000.00	537,000.00
Vanity w/single lever faucet	179	650.00	116,350.00
Medicine Cabinet	179	100.00	17,900.00
Toilet Accessories	179	125.00	22,375.00
Toilet Replacement	179	500.00	89,500.00
New GFI Outlet	179	125.00	22,375.00
Kitchens			
Cabinet Replacement	179	4,300.00	769,700.00
Counters	179	1,200.00	214,800.00
Refrigerators-EnergyStar	179	750.00	134,250.00
Stoves	179	600.00	107,400.00
Grease Guards	179	30.00	5,370.00
Range Hood/Range Queens	179	175.00	31,325.00
Lighting Replacement	179	150.00	26,850.00
New GFI Outlet	179	125.00	22,375.00
Sinks-stainless steel sink	179	250.00	44,750.00
Faucets-single lever	179	200.00	35,800.00
Lighting Replacement	179	150.00	26,850.00
General Interior (BR/LR/DR)			
ADA Unit upgrades	9	50,000.00	450,000.00
Unit Lighting	179	400.00	71,600.00
Interior Doors	179	1,400.00	250,600.00
Flooring - LVT	179	6,000.00	1,074,000.00
Unit Painting	179	2,000.00	358,000.00
Wall Patching	179	1,000.00	179,000.00
ACM Abatement	179	3,000.00	537,000.00
Stair Rail Repair	179	600.00	107,400.00

Rip Van Winkle House, Poughkeepsie, NY

Common Areas			
Wi-Fi	Lump Sum	250,000.00	250,000.00
Flooring	Lump Sum	1,000,000.00	1,000,000.00
Painting	Lump Sum	500,000.00	500,000.00
Office/Laundry/Mail/Community Rm	Lump Sum	600,000.00	600,000.00
Hallway Flooring and Painting	9	25,000.00	225,000.00
Building Exterior			
Window replacement	1,700	1,000.00	1,700,000.00
Entry Door Replacement	Lump Sum	60,000.00	60,000.00
Façade	56,882	15.00	853,230.00
Site Improvements			
Exterior Lighting	Allowance		75,000.00
Parking Lot-Repair Fill Pot Holes - Top Coat	Allowance		100,000.00
Concrete-repair damaged walks and curbs; add ramps	Allowance		60,000.00
Playground	Allowance		125,000.00
Accessible Paths	Allowance		75,000.00
Landscaping	Allowance		150,000.00
General Signage Upgrade	Allowance		50,000.00
TOTAL	179	62,025.98	11,102,650.00
Cost Breakdown		Per Unit (179)	
Units		29,493.97	5,279,420.00
Common Areas		14,385.47	2,575,000.00
Site Improvements		3,547.49	635,000.00
Building Envelope		14,599.05	2,613,230.00
Full Rehabilitation Budget			
Hard Costs			11,102,650.00
General Conditions (6%)			666,159.00
Overhead (6%)			666,159.00
Profit (2%)			222,053.00
Total			12,657,021.00

Part G – Information on Mortgagor Entity

Name of Entity

Rip Van Winkle House, LLC

Type of Entity

☐ Individual ☐ General Partnership ☐ Joint Tenancy/Tenants in Common ☒ Other (specify) LLC
☐ Corporation ☐ Limited Partnership ☐ Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
 • corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
 • partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
 • trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Rip Van Winkle Associates, LLC - Managing Member

Name and Title

Rip Van Winkle Associates Manager, LLC - Member

Name and Title

Gregory Perlman - Manager of Rip Van Winkle Associates Manager, LLC

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H – Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Gregory Perlman - Manager of Rip Van Winkle Associates Manager, LLC

Authorized Official's Signature

10/13/2021

Date (mm/dd/yyyy)

Part I – HUD/Lender Approval

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number

NY02L000022

Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

12/2/2021

12/2/2021

Date (mm/dd/yyyy)

Previous editions are obsolete

Page 2 of 3

Form HUD-92458 (11/05)
ref Handbook 4350.1

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Instructions

All project owners must submit the form HUD-92458 when requesting an adjustment to project rents. HUD establishes and approves rental charges and utility allowances on the Form. The owner is responsible for notifying tenants of the approved rents.

General. For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

Part A. If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

Column 1. Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

BDM	- Bedroom	LR	- Living Room
B	- Bath	DR	- Dining Room
K	- Kitchen	DA	- Dining Alcove
KETTE	- Kitchenette		

Column 2. Show the number of units for each unit type. Include non-revenue producing units.

Column 3. For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

Column 4. For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

Columns 5 and 6. Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

Columns 7 and 8. Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

Parts B, C, D and E. Complete these Parts according to the instructions on the Rent Schedule.

Part F. Do not complete this Part. The HUD Field Office/lender will complete this Part.

Parts G and H. Complete these Parts according to the instructions on the Rent Schedule.

Part I. Do not complete this Part. The HUD Field Office/lender will complete this part.

Rip Van Winkle House, Poughkeepsie, NY

Part G – Information on Mortgagor Entity

Name of Entity

Rip Van Winkle House, LLC

Type of Entity

☐ Individual ☐ General Partnership ☐ Joint Tenancy/Tenants in Common ☒ Other (specify) LLC
☐ Corporation ☐ Limited Partnership ☐ Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
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Name and Title

Rip Van Winkle Associates, LLC - Managing Member

Name and Title

Rip Van Winkle Associates Manager, LLC - Member

Name and Title

Gregory Perlman - Manager of Rip Van Winkle Associates Managr, LLC

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

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Name and Title

Part H – Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

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Name and Title

Gregory Perlman - Manager of Rip Van Winkle Associates Manager, LLC

Authorized Official's Signature



10/13/2021
Date (mm/dd/yyyy)

Part I – HUD/Lender Approval

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number

NY36M000244

Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

12/2/2021

Loan Servicer Signature

 Linda Enker CS Col

Date (mm/dd/yyyy)

12/2/2021

Date (mm/dd/yyyy)

Previous editions are obsolete

Page 2 of 3

form HUD-92458 (11/05)
ref Handbook 4350.1

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Instructions

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General. For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

Part A. If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

Column 1. Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

BDM	- Bedroom	LR	- Living Room
B	- Bath	DR	- Dining Room
K	- Kitchen	DA	- Dining Alcove
KETTE	- Kitchenette		

Column 2. Show the number of units for each unit type. Include non-revenue producing units.

Column 3. For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

Column 4. For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

Columns 5 and 6. Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

Columns 7 and 8. Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

Parts B, C, D and E. Complete these Parts according to the instructions on the Rent Schedule.

Part F. Do not complete this Part. The HUD Field Office/lender will complete this Part.

Parts G and H. Complete these Parts according to the instructions on the Rent Schedule.

Part I. Do not complete this Part. The HUD Field Office/lender will complete this part.

HAP RENEWAL CONTRACT (NY02-L000-022)



2-23-2005

Rip Van Winkle House, LLC
C/o CPC Resources, Inc
28 East 28th Street, 9th Floor
New York, NY 10018
Attn: Richard Kumro

RE: Notification of HAP Contract Renewal
Property Name: Rip Van Winkle House
Section 8 Contract Number: NY02-L000-022
FHA Project Number: Non-Insured

Dear Mr. Kumro:

Enclosed for your file is a copy of the renewed Housing Assistance Payments Contract, Rent Schedule, and Notification of Section 8 Rents and Funding for the property above. This contract is effective **January 1, 2005** and expires on **December 31, 2024**. Contracts with a term greater than 12 months will require an annual funding renewal on the HAP contract anniversary date.

The current rents effective 1/1/2005 through 2/28/2005 are as follows:

Unit Size	Number of Units	Contract Rent	Utility Allowance	Gross Rent
1 BR	29	\$609	\$0	\$609
2 BR	3	\$713	\$0	\$713
2 BR	54	\$665	\$0	\$665
3 BR	31	\$752	\$0	\$752
4 BR	9	\$810	\$0	\$810

The new Budget Based adjusted Section 8 rents due to decoupling, effective **March 1, 2005** are as follows:

Unit Size	Number of Units	Contract Rent	Utility Allowance	Gross Rent
1BR	29	\$814	\$0	\$814
2 BR	3	\$1,087	\$0	\$1,087
2 BR	54	\$1,087	\$0	\$1,087
3 BR	31	\$1,302	\$0	\$1,302
4 BR	9	\$1,470	\$0	\$1,470

217 MONTGOMERY STREET, SUITE 400
SYRACUSE, NEW YORK 13202

P 315.428.1800

F 315.428.0088

TTY 877.681.5453

Should you have any questions, please contact me at (315) 428-1800 ext 229 or via e-mail at mchapman@nyquadel.com. Thank you for your assistance.

Sincerely,

Joey M. Anusson
FOR

Michele Chapman
Contract Renewal/Rent Specialist

Cc: ICAP

Rent Schedule Low Rent Housing

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

RECEIVED

FEB 09 2005

OMB Approval No. 2502-0012
(exp. 1/31/2007)

NEW YORK QUAD E1

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name Rip Van Winkle House	FHA Project Number NY36M000244 & NY02L000022 Rent Adjustment Only	Date Rents Will Be Effective (mm/yyyy) 3/1/2005
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Part A - Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy))	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 BR	37	\$814	\$30,118	\$0	\$814		
2 BR	90	\$1,087	\$97,830	\$0	\$1,087		
3 BR	40	\$1,302	\$52,080	\$0	\$1,302		
4 BR	11	\$1,470	\$16,170	\$0	\$1,470		
Non-Section 8 4 BR	1	\$1,470	\$1,470		\$1,470		
Total Units 179		Monthly Contract Rent Potential (Add Col. 4)* \$197,668		Monthly Market Rent Potential (Add Col. 8)*		Yearly Market Rent Potential (Col. 8 Sum x 12)*	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)* \$2,372,016					

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B - Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

☒ Range	☐ Dishwasher	☐
☒ Refrigerator	☐ Carpet	☐
☐ Air Conditioner	☐ Drapes	☐
☐ Disposal	☐	☐

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)
E=electric; G=gas; F=fuel oil or coal.

☒ Heating	☒ Hot Water	☒ Lights, etc.
☐ Cooling	☒ Cooking	☒ Water

Services/Facilities (check those included in rent)

☐ Parking	☐	☐ Nursing Care
☐ Laundry	☐	☐ Linen/Maid Service
☐ Swimming Pool	☐	☐
☐ Tennis Courts	☐	☐

Part C - Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
	\$
	\$
	\$
	\$
	\$
	\$

Part D - Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
Super's Unit	4 BR	\$1,470
Total Rent Loss Due to Non-Revenue Units		\$ 1,470

Part E - Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
			\$0
			\$0
			\$0
			\$0
			\$0
Total Commercial Rent Potential			\$0

Part F - Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender)	\$ 196,198
---	------------

Previous editions are obsolete

Page 1 of 3

form HUD-92458 (3/94)
ref Handbook 4350.1

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FEB 09 2005

Part G - Information on Mortgagor Entity

Name of Entity

Rip Van Winkle House, LLC

NEW YORK QUADEL

Type of Entity

☐ Individual☐ General Partnership☐ Joint Tenancy/Tenants in Common☒ Other (specify) Limited Liability Company☒ Corporation☐ Limited Partnership☐ Trust

List all Principals Comprising Mortgagor Entity: provide name, title and Social Security Number or Employer Identification Number (EIN) of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

CPCR OPPORTUNITY FUND, LLC

Social Security or EIN Number

13-4124817

Name and Title

Managing Member

Name and Title

STERLING CORPORATE TAX CREDIT FUND XVIII, L.P.

Social Security or EIN Number

32-0050087

Name and Title

INVESTMENT MEMBER

Name and Title

STERLING CORPORATE SERVICES, INC.

Social Security or EIN Number

11-3411060

Name and Title

Special Member

Social Security or EIN Number

Name and Title

Social Security or EIN Number

Name and Title

Social Security or EIN Number

Name and Title

Social Security or EIN Number

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Part H - Owner Certification

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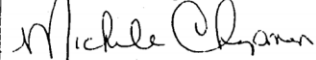
RICHARD A. KUNKO
VICE PRESIDENT

Authorized Official's Signature

02/07/2005
Date (mm/dd/yyyy)**Part I - HUD/Lender Approval**

Addendum Number

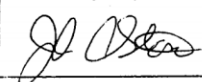
Branch Chief/Lender Official Signature

2/15/05
Date (mm/dd/yyyy)

HAP Contract Number

Exhibit Number

Director, Housing Management Division Signature

FEB 23 2005
Date (mm/dd/yyyy)

Loan Servicer Signature

Date (mm/dd/yyyy)

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Page 2 of 3

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Column 4. For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

Columns 5 and 6. Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

Columns 7 and 8. Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

Parts B, C, D and E. Complete these Parts according to the instructions on the Rent Schedule.

Part F. Do not complete this Part. The HUD Field Office/lender will complete this Part.

Parts G and H. Complete these Parts according to the instructions on the Rent Schedule.

Part I. Do not complete this Part. The HUD Field Office/lender will complete this part.

NOTIFICATION OF SECTION 8 CONTRACT RENTS AND FUNDING

FOR (Check one): ☐ Initial Renewal ☒ Subsequent Renewal ☐ Amend Rent/BA Only

Section 8 Contract No. NY02-L000-022 Expires on: 12/31/2004
 Owner Name: Rip Van Winkle House, LLC
 Project Name: Rip Van Winkle House
 Project Location: 10 Rinaldi Blvd; Poughkeepsie, NY 12601
 FHA Project No.: Non-Insured

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

Rent Effective Date 3/1/2005

No. of Units	No. of Bedrooms	Contract Rent (\$)	Utility	Gross Rent
29	1 BR	\$814	\$0	\$814
3	2 BR	\$1,087	\$0	\$1,087
54	2 BR	\$1,087	\$0	\$1,087
31	3 BR	\$1,302	\$0	\$1,302
9	4 BR	\$1,470	\$0	\$1,470

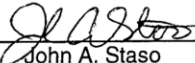
FUNDING

BUDGET AUTHORITY INCREASE: \$193,000

Contract/Renewal Effective Date: 1/1/2005 Expiration Date: 12/31/2024

For HUD Use Only:

Notice to Owner executed by: Barbara Locke – Regional Operations Director, NYQ
 CONTRACT ADMINISTRATOR

By:  (Signature)
John A. Staso (Printed Name)
NYQ Managing Director (Official Title)
FEB 23 2005 (Date)

earchino/Profiles/Templates/Notificatn of Sec 8 Contract Rents & Fundg.doc

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U.S. Department of Housing and Urban Development

Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

Rip Van Winkle House

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text.
These endnotes are instructions for preparation of the Basic Renewal Contract.
The instructions are not part of the Renewal Contract

Basic Renewal Contract

1

Attachment 11
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Office of Housing

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NEW YORK QUADEL

Project-based Section 8

**HOUSING ASSISTANCE PAYMENTS
BASIC RENEWAL CONTRACT¹**

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number NY02-L000-022

Section 8 Project Number of Expiring Contract
NY02-L000-022

FHA Project Number (if applicable) non-insured

Project Name Rip Van Winkle House

Project Description³
10 Rinaldi Blvd, Poughkeepsie, NY 12601

TYPE OF RENEWAL

- ☒ Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).¹
- ☐ Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

¹ This form of Renewal Contract shall not be used for a Mark-Up-to-Market renewal.

Basic Renewal Contract

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PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

New York State Housing Trust Fund

Address of Contract Administrator

38-40 State Street

Hampton Plaza,

Albany, NY 12207

Name of Owner⁵

Rip Van Winkle House, LLC

Address of Owner

28 East 28th Street

New York, NY 10016

c/o CPC Resources, Inc.

2 TERM OF RENEWAL CONTRACT

a The term of the Renewal Contract begins on

January 01, 2005

b Subject to the availability of sufficient appropriations to make housing assistance payments for any year in accordance with the Renewal Contract, as determined by HUD, the Renewal Contract shall run for a period of Twenty (20) years, beginning on the first day of the term. Section 8 housing assistance payments to the Owner during the Renewal Contract term shall only be made from budget authority appropriated by the Congress, and available for this purpose.

3 DEFINITIONS.

ACC. Annual contributions contract

Basic Renewal Contract

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Fifth year anniversary. The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

Fifth year comparability adjustment. An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No. 105-65, October 27, 1997, 111 Stat. 1384ff), as amended by section 531 of the Departments of Veterans Affairs and Housing and Urban Development, Independent Agencies Appropriations Act, 2000 (Public Law No. 106-74, October 20, 1999, 113 Stat. 1109ff).

Mid-term comparability adjustment. An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.).

Basic Renewal Contract

Project. The housing designated in section 1 of the Renewal Contract.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f)

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of the MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

Basic Renewal Contract

d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b Any and all provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
 - (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;
 - (3) Contract rent adjustments; and
 - (4) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States

Basic Renewal Contract

Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):
 - (i) Using an OCAF; or
 - (ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.
- (b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as defined in Section 6b(2)(b)(ii) below).

Basic Renewal Contract

(2) **Comparability adjustments**

- (a) **Applicability.** This section 6(b)(2) is applicable only if the contract has been renewed pursuant to section 524(a) or pursuant to subsection (e)(2) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).
- (b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable).**
- (i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a) and if the Renewal Contract has been renewed pursuant to section 524(a) or pursuant to subsection (e)(2) of MAHRA.
- (ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
- (iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

Basic Renewal Contract

(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)

- (i) This section 6b(2)(c) is only applicable for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal). This section 6b(2)(c) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA. (See section 1 of the Renewal Contract.)
- (ii) In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the contract administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

(d) Adjusting contract rent

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(3) Procedure for rent adjustments during renewal term

- (a) To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.
- (b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in

Basic Renewal Contract

accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.

- (c) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of

Basic Renewal Contract

the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

- a This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

- a The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.

Basic Renewal Contract

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- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

Basic Renewal Contract

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SIGNATURES

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NEW YORK QUADEL

Contract administrator (HUD or PHA)

Name of Contract Administrator (Print)

New York State Housing Trust Fund

38-40 State Street, Hampton Plaza, Albany, NY 12207

By: [Signature]
Signature of authorized representative

John A. Staso, Managing Director NYQ
Name and official title (Print)

Date FEB 23 2005

Owner

Name of Owner (Print)

Rip Van Winkle House, LLC, c/o CPC Resources, Inc.

28 East 28th Street, New York, NY 10016

By: [Signature]
Signature of authorized representative

Richard A. Kunes, Vice President
Name and title (Print)

Date 2/7/05

Basic Renewal Contract

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EXHIBIT A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Current Rents effective 1/1/05:

Number of Contract Units	Number of Bedrooms	Contract Rent
29	1 BR	\$609
3	2 BR	\$713
54	2 BR	\$665
31	3 BR	\$752
9	4 BR	\$810

Budget Based increase effective 3/1/05 due to 236 decoupling:

Number of Contract Units	Number of Bedrooms	Contract Rent
29	1 BR	\$814
3	2 BR	\$1087
54	2 BR	\$1087
31	3 BR	\$1302
9	4 BR	\$1470

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

A utility conversion will be processed at a later date; the Contract Rent will be reduced an amount equal to the new utility allowances which are to be determined once the conversion is complete.

Basic Renewal Contract
EXHIBIT A

INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT

The following instructions are not part of the Renewal Contract.

Endnote numbers are keyed to references in the text of the Renewal Contract.

¹ This form of Renewal Contract must be used for initial and subsequent renewals of an expiring Section 8 project-based HAP contract in accordance with HUD requirements, and Sections 524(a) and (b)(1) of MAHRA.

This form may not be used for Mark-Up-To-Market Renewals. The HUD prescribed form of Mark-Up-To-Market Renewal Contract must be used for this purpose.

Section 2 of the Renewal Contract specifies the contract term.

² To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

³ Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the Project by providing the Project's name, street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

If necessary, attach an exhibit with a site plan, legal description or other descriptive information. Enter a reference to the attached exhibit.

⁴ Enter the name of the Contract Administrator that executes the Renewal Contract. If HUD is the Contract Administrator, enter "United States of America – Department of Housing and Urban Development (HUD)". If the Contract Administrator is a public housing agency ("PHA"), enter the full legal name of the PHA.

⁵ Enter the full legal name of the Owner. For example: "ABC Corporation, Inc., a Maryland corporation."

Basic Renewal Contract
INSTRUCTIONS FOR PREPARATION

Page 1

⁶ The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

⁷ Enter the term of the renewal contract. The term shall be determined in accordance with HUD requirements. Insert the number of whole years.

Basic Renewal Contract
INSTRUCTIONS FOR PREPARATION

Page 2

HAP RENEWAL CONTRACT (NY36-M000-244)



2-23-2005

Rip Van Winkle House, LLC
C/o CPC Resources, Inc
28 East 28th Street, 9th Floor
New York, NY 10018
Attn: Richard Kumro

RE: Notification of HAP Contract Renewal
Property Name: Rip Van Winkle House
Section 8 Contract Number: NY36-M000-244
FHA Project Number: Non-Insured

Dear Mr. Kumro:

Enclosed for your file is a copy of the renewed Housing Assistance Payments Contract, Rent Schedule, and Notification of Section 8 Rents and Funding for the property above. This contract is effective **January 29, 2005** and expires on **January 28, 2025**. Contracts with a term greater than 12 months will require an annual funding renewal on the HAP contract anniversary date.

The current rents effective 1/1/2005 through 2/28/2005 are as follows:

Unit Size	Number of Units	Contract Rent	Utility Allowance	Gross Rent
1 BR	8	\$609	\$0	\$609
2 BR	33	\$665	\$0	\$665
3 BR	9	\$752	\$0	\$752
4 BR	2	\$810	\$0	\$810

The new Budget Based adjusted Section 8 rents due to decoupling, effective **March 1, 2005** are as follows:

Unit Size	Number of Units	Contract Rent	Utility Allowance	Gross Rent
1BR	8	\$814	\$0	\$814
2 BR	33	\$1,087	\$0	\$1,087
3 BR	9	\$1,302	\$0	\$1,302
4 BR	2	\$1,470	\$0	\$1,470

Should you have any questions, please contact me at (315) 428-1800 ext 229 or via e-mail at mchapman@nyquadel.com. Thank you for your assistance.

217 MONTGOMERY STREET, SUITE 400
SYRACUSE, NEW YORK 13202
P 315.428.1800
F 315.428.0088
TTY 877.681.5453

Sincerely,

Tracy M. Olson
For

Michele Chapman
Contract Renewal/Rent Specialist

cc: ICAP

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FEB 09 2005 OMB Approval No. 2502-0012 (exp. 1/31/2007)

Rent Schedule Low Rent Housing

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
2005 (exp. 1/31/2007)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

NEW YORK QUADEL

Project Name	FHA Project Number	Date Rents Will Be Effective (mm/yyyy)
Rip Van Winkle House NY36M000244 & NY02L000022 Rent Adjustment Only	non-insured	3/1/2005

Part A – Apartment Rents

Part A – Apartment Rents
Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Show the actual rents you intend to charge, even if the total of these rents is less than the maximum allowable monthly rent.							
Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) _ / _ / _)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 BR	37	\$814	\$30,118	\$0	\$814		
2 BR	90	\$1,087	\$97,830	\$0	\$1,087		
3 BR	40	\$1,302	\$52,080	\$0	\$1,302		
4 BR	11	\$1,470	\$16,170	\$0	\$1,470		
Non-Section 8							
4 BR	1	\$1,470	\$1,470		\$1,470		

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B – Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

☒ Range	☐ Dishwasher	☐
☒ Refrigerator	☐ Carpet	☐
☐ Air Conditioner	☐ Drapes	☐
☐ Disposal	☐	☐

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)
E=electric; G=gas; F=fuel oil or coal.

☒ Heating _____ ☒ Hot Water _____ ☒ Lights, etc. _____
☐ Cooling _____ ☒ Cooking _____ ☒ Water _____

Services/Facilities (check those included in rent)

☐ Parking	☐ _____	☐ Nursing Care
☐ Laundry	☐ _____	☐ Linen/Maid Service
☐ Swimming Pool	☐ _____	☐ _____
☐ Tennis Courts	☐ _____	☐ _____

Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
	\$
	\$
	\$
	\$
	\$
	\$

Part D – Non-Revenue Producing Space	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
Super's Unit	4 BR	\$1,470
Total Rent Loss Due to Non-Revenue Units		\$ 1,470

Total Rent Loss Due to Non-Revenue Units	\$ 1,470
--	----------

Part E - Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate, Per Sq. Ft., (Col. 2 divided by Col. 3)
			\$0
			\$0
			\$0
			\$0
			\$0

Part F – Maximum Allowable Rent Potential	
---	--

Enter Maximum Allowable Monthly Rent
Potential From Rent Computation \$ 196,198
Worksheet (to be completed by HUD or lender)

Previous editions are obsolete

Page 1 of 3

form HUD-92458 (3/94)
ref Handbook 4350.1

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Part G - Information on Mortgagor Entity

Name of Entity

Rip Van Winkle House, LLC

NEW YORKQUADEL

Type of Entity

☐ Individual☐ General Partnership☐ Joint Tenancy/Tenants in Common☒ Other (specify) *Limited Liability Company*☒ Corporation☐ Limited Partnership☐ Trust

List all Principals Comprising Mortgagor Entity: provide name, title and Social Security Number or Employer Identification Number (EIN) of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title	<i>CPCR OPPORTUNITY FUND, LLC</i> <i>Managing Member</i>	Social Security or EIN Number <i>13-4124817</i>
Name and Title	<i>STERLING CORPORATE TAX CREDIT FUND XVIII, L.P.</i> <i>INVESTMENT MEMBER</i>	Social Security or EIN Number <i>32-0050087</i>
Name and Title	<i>STERLING CORPORATE SERVICES, INC.</i> <i>Special Member</i>	Social Security or EIN Number <i>11-3411060</i>
Name and Title		Social Security or EIN Number
Name and Title		Social Security or EIN Number
Name and Title		Social Security or EIN Number
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Name and Title		Social Security or EIN Number
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Name and Title		Social Security or EIN Number
Name and Title		Social Security or EIN Number

Part H - Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title	Authorized Official's Signature	Date
<i>RICHARD A. KUMRO</i> <i>VICE PRESIDENT</i>	<i>[Signature]</i>	<i>02/07/2005</i> Date (mm/dd/yyyy)

Part I - HUD/Lender Approval

Addendum Number	Branch Office/Lender Official Signature	Date
	<i>[Signature]</i>	<i>2/15/2005</i> Date (mm/dd/yyyy)
HAP Contract Number	Director, Housing Management Division Signature	
Exhibit Number	<i>[Signature]</i>	FEB 23 2005 Date (mm/dd/yyyy)
Loan Servicer Signature		
Date (mm/dd/yyyy)		

Previous editions are obsolete

Page 2 of 3

form HUD-92458 (3/94)
ref Handbook 4350.1

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is authorized under Section 207 of the National Housing Act. The information is necessary for the Department to ensure that project owners are not overcharging their tenants and to ensure that the rent levels approved by the Department are not exceeded. The Department uses this information to enforce rent regulations which otherwise would be difficult because there would be no clear record of the rents and charges that the Department had approved. In addition, the Department needs to periodically collect information regarding project principals, so unauthorized participation by previously excluded or otherwise undesirable owners can be detected. This information is required to obtain benefits. HUD may disclose certain information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Instructions

All project owners must submit the form HUD-92458 when requesting an adjustment to project rents. HUD establishes and approves rental charges and utility allowances on the Form. The owner is responsible for notifying tenants of the approved rents.

General. For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

Part A. If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

Column 1. Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

BDM - Bedroom	LR - Living Room
B - Bath	DR - Dining Room
K - Kitchen	DA - Dining Alcove
KETTE - Kitchenette	

Column 2. Show the number of units for each unit type. Include non-revenue producing units.

Column 3. For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

Column 4. For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

Columns 5 and 6. Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

Columns 7 and 8. Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

Parts B, C, D and E. Complete these Parts according to the instructions on the Rent Schedule.

Part F. Do not complete this Part. The HUD Field Office/lender will complete this Part.

Parts G and H. Complete these Parts according to the instructions on the Rent Schedule.

Part I. Do not complete this Part. The HUD Field Office/lender will complete this part.

NOTIFICATION OF SECTION 8 CONTRACT RENTS AND FUNDING

FOR (Check one): ☐ Initial Renewal ☒ Subsequent Renewal ☐ Amend Rent/BA Only

Section 8 Contract No. **NY36-M000-244** Expires on: **1/28/2005**
 Owner Name: **Rip Van Winkle House, LLC**
 Project Name: **Rip Van Winkle House**
 Project Location: **10 Rinaldi Blvd; Poughkeepsie, NY 12601**
 FHA Project No.: **Non-Insured**

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

Rent Effective Date **3/1/2005**

No. of Units	No. of Bedrooms	Contract Rent (\$)	Utility	Gross Rent
8	1 BR	\$814	\$0	\$814
33	2 BR	\$1,087	\$0	\$1,087
9	3 BR	\$1,302	\$0	\$1,302
2	4 BR	\$1,470	\$0	\$1,470

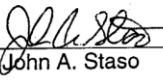
FUNDING

BUDGET AUTHORITY INCREASE: **\$137,200**

Contract/Renewal Effective Date: **1/29/2005** Expiration Date: **1/28/2025**

For HUD Use Only:

Notice to Owner executed by: Barbara Locke – Regional Operations Director, NYQ
 CONTRACT ADMINISTRATOR

By:  (Signature)
John A. Staso (Printed Name)
NYQ Managing Director (Official Title)
FEB 23 2005 (Date)

earchino/Profiles/Templates/Notificatn of Sec 8 Contract Rents & Fundg.doc

Attachment 11
Revised 2-20-01

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U.S. Department of Housing and Urban Development

Office of Housing

NEWYORKQUADEL

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

Rip Van Winkle House

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text.
These endnotes are instructions for preparation of the Basic Renewal Contract.
The instructions are not part of the Renewal Contract

Basic Renewal Contract

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Basic Renewal Contract

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U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8

**HOUSING ASSISTANCE PAYMENTS
BASIC RENEWAL CONTRACT¹**

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number NY36-M000-244

Section 8 Project Number of Expiring Contract

NY36-M000-244

FHA Project Number (if applicable) non-insured

Project Name Rip Van Winkle House

Project Description³

10 Rinaldi Blvd, Poughkeepsie, NY 12601

TYPE OF RENEWAL

- ☒ Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).¹
- ☐ Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

¹ This form of Renewal Contract shall not be used for a Mark-Up-to-Market renewal.

Basic Renewal Contract

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PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

New York State Housing Trust Fund

Address of Contract Administrator

38-40 State Street

Hampton Plaza,

Albany, NY 12207

Name of Owner⁵

Rip Van Winkle House, LLC

Address of Owner

28 East 28th Street

New York, NY 10016

c/o CPC Resources, Inc.

2 TERM OF RENEWAL CONTRACT

a The term of the Renewal Contract begins on

January 29, 2005

b Subject to the availability of sufficient appropriations to make housing assistance payments for any year in accordance with the Renewal Contract, as determined by HUD, the Renewal Contract shall run for a period of Twenty (20) years, beginning on the first day of the term. Section 8 housing assistance payments to the Owner during the Renewal Contract term shall only be made from budget authority appropriated by the Congress, and available for this purpose.

3 DEFINITIONS.

ACC. Annual contributions contract

Basic Renewal Contract

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Fifth year anniversary. The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

Fifth year comparability adjustment. An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384ff), as amended by section 531 of the Departments of Veterans Affairs and Housing and Urban Development, Independent Agencies Appropriations Act, 2000 (Public Law No. 106-74, October 20, 1999, 113 Stat. 1109ff).

Mid-term comparability adjustment. An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

Basic Renewal Contract

Project. The housing designated in section 1 of the Renewal Contract.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f)

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of the MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

Basic Renewal Contract

d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b Any and all provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
 - (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;
 - (3) Contract rent adjustments; and
 - (4) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States

Basic Renewal Contract

Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

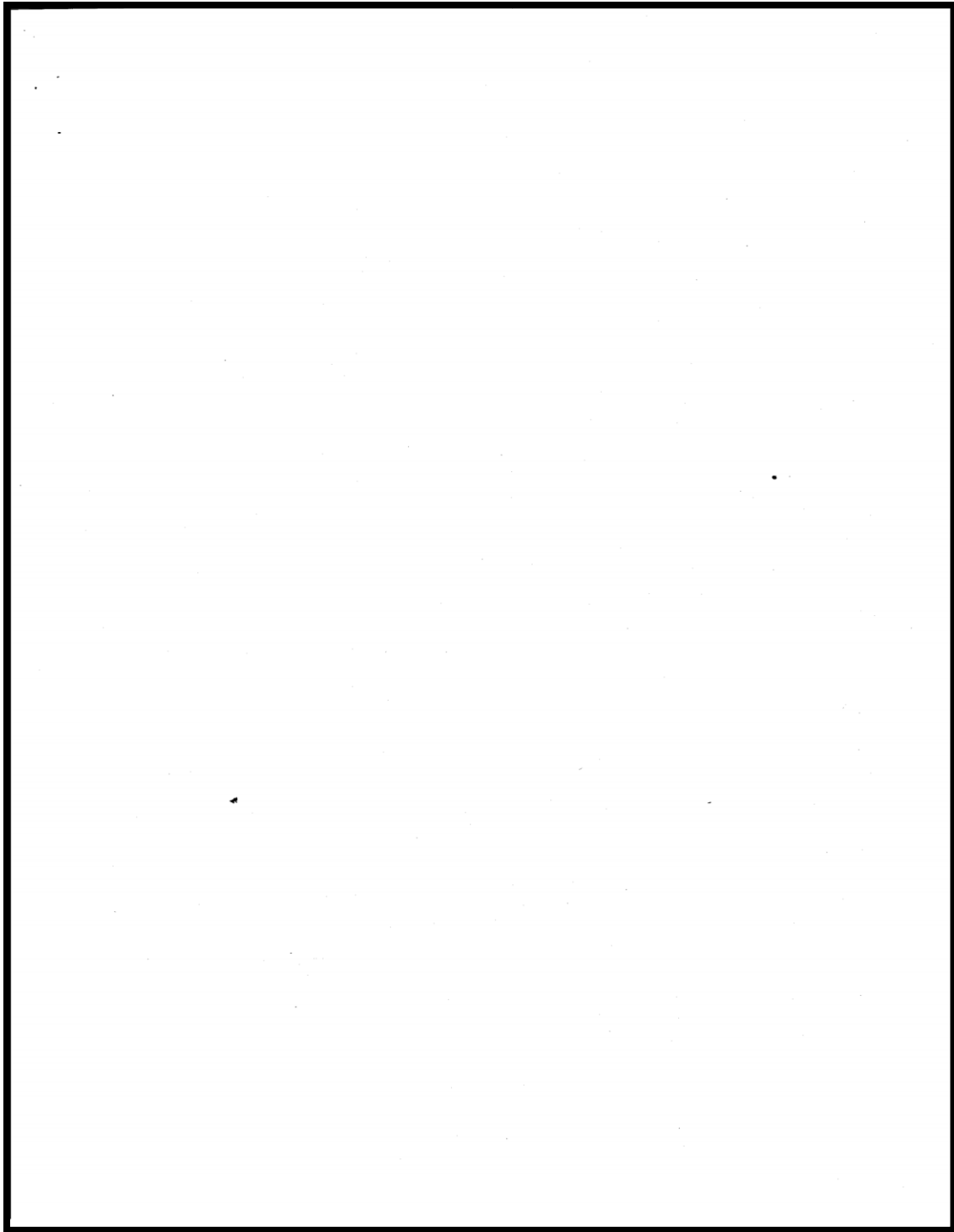
At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):
 - (i) Using an OCAF; or
 - (ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.
- (b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as defined in Section 6b(2)(b)(ii) below).

Basic Renewal Contract



(2) Comparability adjustments

- (a) **Applicability.** This section 6(b)(2) is applicable only if the contract has been renewed pursuant to section 524(a) or pursuant to subsection (e)(2) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).
- (b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable).**
- (i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a) and if the Renewal Contract has been renewed pursuant to section 524(a) or pursuant to subsection (e)(2) of MAHRA.
- (ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
- (iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

Basic Renewal Contract

(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)

- (i) This section 6b(2)(c) is only applicable for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal). This section 6b(2)(c) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA. (See section 1 of the Renewal Contract.)
- (ii) In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the contract administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

(d) Adjusting contract rent

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(3) Procedure for rent adjustments during renewal term

- (a) To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.
- (b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in

Basic Renewal Contract

accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.

- (c) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of

Basic Renewal Contract

the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

- a This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

- a The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.

Basic Renewal Contract

-
- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

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SIGNATURES

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Contract administrator (HUD or PHA)

Name of Contract Administrator (Print)

New York State Housing Trust Fund

38-40 State Street, Hampton Plaza, Albany, NY 12207

By: [Signature]
Signature of authorized representative

John A. Staso, Managing Director NYQ
Name and official title (Print)

Date FEB 23 2005

Owner

Name of Owner (Print)

Rip Van Winkle House, LLC, % CPC Resources, Inc.

28 East 28th Street, New York, NY 10016

By: [Signature]
Signature of authorized representative

Richard A. Kumar, Vice President
Name and title (Print)

Date 2/7/05

Basic Renewal Contract

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EXHIBIT A

FEB 09 2005

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

NEW YORK QUADEL

Current Rents effective 1/29/05:

Number of Contract Units	Number of Bedrooms	Contract Rent
8	1 BR	\$609
33	2 BR	\$665
9	3 BR	\$752
2	4 BR	\$810

Budget Based increase effective 3/1/05 due to 236 decoupling:

Number of Contract Units	Number of Bedrooms	Contract Rent
8	1 BR	\$814
33	2 BR	\$1087
9	3 BR	\$1302
2	4 BR	\$1470

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

A utility conversion will be processed at a later date; the Contract Rent will be reduced an amount equal to the new utility allowances which are to be determined once the conversion is complete.

Basic Renewal Contract
EXHIBIT A

INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT

The following instructions are not part of the Renewal Contract.

Endnote numbers are keyed to references in the text of the Renewal Contract.

¹ This form of Renewal Contract must be used for initial and subsequent renewals of an expiring Section 8 project-based HAP contract in accordance with HUD requirements, and Sections 524(a) and (b)(1) of MAHRA.

This form may not be used for Mark-Up-To-Market Renewals. The HUD prescribed form of Mark-Up-To-Market Renewal Contract must be used for this purpose.

Section 2 of the Renewal Contract specifies the contract term.

² To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

³ Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the Project by providing the Project's name, street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

If necessary, attach an exhibit with a site plan, legal description or other descriptive information. Enter a reference to the attached exhibit.

⁴ Enter the name of the Contract Administrator that executes the Renewal Contract. If HUD is the Contract Administrator, enter "United States of America – Department of Housing and Urban Development (HUD)". If the Contract Administrator is a public housing agency ("PHA"), enter the full legal name of the PHA.

⁵ Enter the full legal name of the Owner. For example: "ABC Corporation, Inc., a Maryland corporation."

Basic Renewal Contract
INSTRUCTIONS FOR PREPARATION

Page 1

⁶ The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

⁷ Enter the term of the renewal contract. The term shall be determined in accordance with HUD requirements. Insert the number of whole years.

Basic Renewal Contract
INSTRUCTIONS FOR PREPARATION

Page 2

EXTENDED LOW INCOME HOUSING COMMITMENT


DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

JAY M TICKER ESQ
NYS HOUSING FINANCE AGCY
641 LEXINGTON AVE
NEW YORK NY 10022

RECORDED: 02/28/2006
AT: 09:15:42
DOCUMENT #: 01 2006 3341

RECEIVED FROM: NYS HOUSING FINANCE AGCY
MORTGAGOR: CPC RESOURCES OPPORTUNITIES FUND LLC
MORTGAGEE: NYS HOUSING FINANCE AGENCY

RECORDED IN: MORTGAGE TAX
INSTRUMENT TYPE: NO FEE BY LAW DISTRICT: CITY OF POK

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE:	.00	NUMBER OF PAGES: <i>24</i>
MORTGAGE AMOUNT:		<i>77</i>
MORTGAGE TYPE:	NO TAX/NO SER.#	
COUNTY TAX:		*** DO NOT DETACH THIS
MTA TAX:		*** PAGE
SPECIAL ADDL TAX:		*** THIS IS NOT A BILL
1-6 FAMILY TAX:		
TOTAL TAX:		
SERIAL NUMBER:		
AFFIDAVIT:	N	

COUNTY CLERK BY: MMB /
RECEIPT NO: R14855
BATCH RECORD: A00126

Colette M. Lafuente
COLETTE M. LAFUENTE
County Clerk




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clari Doc #: 0120063341 Printed Page 1 of 9

**Extended Low-Income Housing Commitment
Special Amendatory Agreement
in compliance with certain requirements of
Revenue Ruling 2004-82
with respect to the
Regulatory Agreement
for
The Rip Van Winkle Apartments
Project**

This Extended Low-Income Housing Commitment Special Amendatory Agreement ("Special ELIHC Amendment"), entered into as of this 15th day of December, 2005, by and between CPC Resources Opportunities Fund LLC, having an office at 28 East 28th Street, New York, New York 10016 ("Owner"), and the New York State Housing Finance Agency ("Agency" or "HFA"), a public benefit corporation created and existing pursuant to Article 3 of the New York State Private Housing Finance Law ("PHFL"), having offices at 641 Lexington Avenue, New York, New York 10022,

WITNESSETH:

Whereas, pursuant to §42 of the Internal Revenue Code of 1986 as amended, and the Treasury Regulations, Revenue Procedures, Revenue Rulings, and other publications of the Internal Revenue Service with binding legal authority applicable thereunder (collectively, the "Code"), the Rip Van Winkle Apartments, a multifamily rental housing project located at 10 Rinaldi Boulevard, Poughkeepsie, New York 12601 ("Project"), has been participating in the federal Low-Income Housing Tax Credit ("LIHTC") program; and

Whereas, the Agency serves as the housing credit agency with respect to the Project pursuant to Section 42(m) of the Code, with responsibility under Treasury Regulation 1.42-5 for monitoring the Project's compliance with LIHTC requirements; and

Whereas, in Section C (A-5) of Revenue Ruling 2004-82 ("Rev. Rul. 2004-82"), issued August 30, 2004, the Internal Revenue Service ("IRS") has interpreted §42(h)(6)(B)(i) of the Code so as to apply throughout the entire extended use period (defined in Code §42(h)(6)(D)) certain prohibitions set forth in Code §42(h)(6)(E)(ii)(subclauses I and II) against: (1) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit; and (2) any increase in the gross rent with respect to such unit not otherwise permitted under §42 of the Code; and

Whereas, the IRS has rejected, through its issuance of Rev. Rul. 2004-82, an interpretation of Code §42(h)(6)(B)(i) that restricted application of the low-income unit tenant

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SCHEDULE A DESCRIPTION

Policy No.: 3702-00686

ALL that certain plot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the City of Poughkeepsie, County of Dutchess, State of New York, more particularly described as follows:

BEGINNING at a point in the southerly line of Main Street, the said point being the point of intersection of the westerly line of Rinaldi Boulevard and the southerly line of Main Street and being, South 86 degrees 18 minutes 20 seconds West 128.28 feet from the northwesterly corner of lands of the New York Central Railroad Company in the southerly line of Main Street and being the northeasterly corner of the herein described parcel;

THENCE along the westerly line of the said Rinaldi Boulevard,

South 4 degrees 43 minutes 00 seconds East 449.74 feet and along a curve to the right on a radius of 20 feet, an arc distance of 30.67 feet, having a chord bearing of South 39° 12' 54" West 27.75 feet

THENCE along the northerly side of Long Street,

South 83 degrees 08 minutes 00 seconds West 368.85 feet and along a curve to the left on a radius of 50 feet, a arc distance of 34.78 feet; having a chord bearing of South 63 degrees 12 minutes 27 seconds West 34.08 feet;

THENCE through lands now or formerly of the City of Poughkeepsie along the westerly line of the herein described parcel, the following courses and distances:

North 4 degrees 20 minutes 00 seconds West 125.85 feet;

North 76 degrees 47 minutes 00 seconds West 152.00 feet; and

North 28 degrees 11 minutes 30 seconds East 394.55 feet;

THENCE along the southerly line of Main Street,

South 86 degrees 09 minutes 50 seconds East 40.42 feet; and

North 86 degrees 18 minutes 20 seconds East 309.21 feet to the point or place of BEGINNING.

SPECIMEN

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protections set forth in Code §42(h)(6)(E)(i)(subclauses I and II) solely to the three year period following an early termination of the extended use period described in the opening clauses of Code §42(h)(6)(E)(i); and

Whereas, the Owner and the Agency have entered into a regulatory agreement dated as of December 23, 2004, with respect to the Project, which has been recorded on February 4, 2005 with Doc. No. 01 2005 2298, in the office of the County Clerk, Dutchess County, New York (the "Regulatory Agreement"); and

Whereas, pursuant to Code §42(h)(6)(A), no LIHTC shall be allowed with respect to any building for the taxable year unless an extended low-income housing commitment (as defined in Code §42(h)(6)(B)) ("ELIHC") is in effect as of the end of such taxable year with respect to such building; and

Whereas, the ELIHC with respect to any buildings in the Project is contained in the provisions of the Regulatory Agreement; and

Whereas, pursuant to Rev. Rul. 2004-82, each housing credit agency was required to complete a review of the ELIHCs with respect to the LIHTC projects it monitors by December 31, 2004, to determine by such date whether the respective ELIHCs comply with the interpretation of Code §42(h)(6)(B)(i) provided in Rev. Rul. 2004-82; and

Whereas, the Agency completed such review as of December 30, 2004 and determined that as of such date the ELIHC with respect to the Project was not in compliance with the interpretation of §42(h)(6)(B)(i) provided in Rev. Rul. 2004-82, and that consequently, under Rev. Rul. 2004-82, the ELIHC with respect to any buildings in the Project was invalid as of such date; and

Whereas, on June 21, 2005 the IRS issued Revenue Procedure 2005-37 ("Rev. Proc. 2005-37") which established a safe harbor under which housing credit agencies and project owners in certain circumstances may meet the requirements of §42(h)(6)(B)(i) of the Code as described in Rev. Rul. 2004-82; and

Whereas, pursuant to Code §42(h)(6)(J) and Rev. Rul. 2004-82, if the failure to have a valid ELIHC in effect is corrected within one year from the date of the Agency's determination of invalidity, then such determination will not apply to the current or prior years of the credit period with respect to any buildings in the Project; and

Whereas, pursuant to Rev. Proc. 2005-37, ELIHCs entered into prior to January 1, 2006 that do not contain specific provisions prohibiting the actions described in subclauses (I) and (II) of Code §42(h)(6)(E)(i) during the period required pursuant to Rev. Rul. 2004-82 or general catch-all language requiring building owners to comply with the requirements of §42 of the Code must be amended by December 31, 2005 to clearly provide such prohibitions in a manner consistent with Rev. Rul. 2004-82; and

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Whereas, such failure will be corrected by having this Special ELIHC Amendment duly executed and recorded pursuant to Code §42(h)(6)(B)(vi); and

Whereas, pursuant to Rev. Proc. 2005-37, ELIHCs entered into or amended after December 31, 2005 must clearly provide prohibitions, applicable during the period required pursuant to Rev. Rul. 2004-82, against the actions described in subclauses (I) and (II) of §42(h)(6)(E)(ii) of the Code; and

Whereas, the Owner and the Agency desire to amend the Regulatory Agreement to comply with the provisions of Rev. Rul. 2004-82, so as to avoid any loss of LIHTC with respect to any buildings in the Project, and to make the Regulatory Agreement clearly contain provisions consistent with the requirements of Rev. Rul. 2004-82 and Rev. Proc. 2005-27; and

Whereas, the Owner and Agency desire to enter into this Special ELIHC Amendment irrespective of whether the Regulatory Agreement may contain general catch all language consistent with the safe harbor requirements of Rev. Proc. 2005-37.

Now, therefore, the parties hereto agree as follows:

1. Notwithstanding anything to the contrary that may be found in the Regulatory Agreement, the ELIHC contained therein shall provide as follows:

During the Extended Use Period (as defined in Internal Revenue Code §42(h)(6)(D) and as may be terminated earlier pursuant to Internal Revenue Code §42(h)(6)(E)(i)) with respect to any buildings in the Project, and in the event of an early termination of the Extended Use Period pursuant to Internal Revenue Code §42(h)(6)(E)(i), for the three (3) year period following the date of such early termination of the Extended Use Period:

- (a) no tenant occupying a Low Income Unit may be removed therefrom (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 under §42 of the Code.
2. The Owner agrees, acknowledges, and confirms that under the ELIHC in the Regulatory Agreement the Owner is obligated to comply with the requirements of §42 of the Code, notwithstanding anything to the contrary that may be contained in this Special ELIHC Amendment.
3. This Special ELIHC Amendment shall supersede any provisions in the Regulatory Agreement in conflict herewith.

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4. This Special ELIHC Amendment and the ELIHC provisions set forth herein shall be effective immediately, and shall be duly and promptly recorded as a restrictive covenant affecting the Project.
5. Except as expressly amended herein, all terms, conditions, and provisions of the Regulatory Agreement remain in full force and effect.

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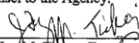
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In witness whereof, the parties hereto have caused this Special ELHC Amendment to be executed and delivered by their respective duly authorized representatives as of the date first written above.

AGENCY:

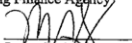
Approved as to form
by Counsel to the Agency.

By:


Jay M. Tjeker, Esq.
Assistant Counsel

New York State
Housing Finance Agency

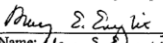
By:


James P. Amodeo
Senior Vice President

OWNER:

RIP VAN WINKLE HOUSE, LLC,
a New York limited liability company

By:


Name: Mary S. Edmunds
Title: Vice President

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Acknowledgment

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

On the 6th day of December in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared Mari E. Enright personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Claudia A. Gilchrist
Notary Public
Commission Expires:

CLAUDIA A. GILCHRIST
Notary Public, State of New York
No. 01G16126232
Qualified in Kings County
Commission Expires May 2, 2009

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

On the 7th day of December in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared James P. Angley personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Herbert L. Sussman
Notary Public
Commission Expires:

HERBERT L. SUSSMAN
Notary Public, State of New York
No. 31-4915602
Qualified in New York County
Commission Expires 11-30-2009

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SPECIAL
EXTENDED LOW-INCOME HOUSING COMMITMENT
AMENDATORY AGREEMENT
WITH RESPECT TO THE
REGULATORY AGREEMENT
FOR
THE RIP VAN WINKLE APARTMENTS
PROJECT

Please record and return to:
Jay M. Ticker, Esq.
New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
Telephone: (212) 688-4000, Ext. 365
(jayt@nyhomes.org)

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REGULATORY AGREEMENT

EXECUTION COPY

NEW YORK STATE HOUSING FINANCE AGENCY

AND

RIP VAN WINKLE HOUSE, LLC

REGULATORY AGREEMENT

FOR THE

RIP VAN WINKLE HOUSE PROJECT

Regulatory Agreement for HFA Multi Family Housing Project
Freddie Mac Credit Facility
Section 236 Interest Rate Reduction Payments
and
Low Income Housing Tax Credits

Record and Return to:

Joan S. Bocina, Esq.
New York State Housing Finance Agency
641 Lexington Avenue
New York, New York 10022
212-688-4000

Premises:

Block:

Lot(s):

County:

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APPENDICES AND EXHIBITS

Schedule A - Legal Description of the Premises

Schedule B – Intentionally Omitted

Exhibit A - Mortgagee's Assignment Certificate

Exhibit B - Owner's Disbursement Certificate

Exhibit C - Adjustments for Smaller and Larger Families to the Area Median Income Figure

Exhibit D - Schedule of Amenities and Services

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**NEW YORK STATE HOUSING FINANCE AGENCY
REGULATORY AGREEMENT
HFA Multi-Family Housing Project
Freddie Mac Credit Facility
Section 236 Interest Rate Reduction Payments
and
Low Income Housing Tax Credit Requirements**

This Regulatory Agreement (this "Agreement") entered into as of the 23rd day of December, 2004 by and between **RIP VAN WINKLE HOUSE, LLC** (the "Owner"), a New York limited liability company authorized to do business in New York, having an office c/o CPC Resources, Inc., 28 East 28th Street, New York, NY, 10016, and **NEW YORK STATE HOUSING FINANCE AGENCY** ("Agency"), 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 its principal place of business at 641 Lexington Avenue, New York, New York 10022,

WITNESSETH:

WHEREAS, the Owner holds a fee interest in certain real property located at 10 Rinaldi Boulevard in the City of Poughkeepsie, Dutchess County, New York, as more fully described in Schedule A attached hereto (the "Premises"), upon which has been constructed a 179 unit apartment building (the Premises along with the buildings located thereon and all equipment and fixtures pertaining thereto are hereinafter referred to as the "Project"); and

WHEREAS, the acquisition of the Project will be financed by a mortgage loan ("Mortgage Loan"), to be made by the Agency to the Owner in the principal amount of Eleven Million Five Hundred Thousand Dollars (\$11,500,000), which Mortgage Loan will be evidenced by a Multifamily Note (the "Note") evidencing the Owner's liability for the Mortgage Loan; and

WHEREAS, the Note will be secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement dated as of even date herewith (the "Mortgage"), securing a fee interest granted by the Owner to the Agency covering the Premises, which Mortgage will be recorded in office of land records of the County Clerk of the City of Poughkeepsie, County of Dutchess, State of New York (the Note, the Mortgage and each and every document executed with, by or in favor of the Agency in connection with the Mortgage Loan are hereinafter collectively referred to as the "Loan Documents"); and

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WHEREAS, pursuant to certain resolutions duly adopted by the Agency on April 1, 2004, 2004 (the "Resolution"), the Agency has issued its Rip Van Winkle House Housing Revenue Bonds, 2004 Series A in the principal amount of \$11,500,000 (collectively, 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); for purposes of this Agreement, the term "Bonds" shall include any bonds issued to refund the Bonds; and; and

WHEREAS, JPMorgan Chase Bank, N.A. will act as trustee under the Resolution (the "Trustee"); and

WHEREAS, the entire proceeds of the Bonds will be used to fund the Mortgage Loan; and

WHEREAS, the Mortgage will be assigned to Freddie Mac (as defined below) and the Trustee, as their interests may appear, pursuant to an Assignment and Intercreditor Agreement by and among the Agency, Freddie Mac, and the Trustee and acknowledged, accepted and agreed to by the Owner, dated as of December 1, 2004 (the "Assignment"); and

WHEREAS, the Bonds will be secured by a certain Credit Enhancement Agreement (the "Credit Enhancement Agreement") issued by Freddie Mac (as hereinafter defined), which Credit Enhancement Agreement will provide for credit enhancement for payments required to be made under the Note; and

WHEREAS, it is anticipated that at least 95% of the Project's rental revenue producing residential units shall be rented to households with incomes that do not exceed sixty percent (60%) of the Area Median Income (as defined herein); and

WHEREAS, the Owner has entered into an Agreement for Interest Reduction Payments ("IRP Agreement") with the Secretary of the United States Department of Housing and Urban Development ("HUD") and the Agency, dated as of December 1, 2004 pursuant to which the Project is entitled to certain interest rate reduction payments pursuant to Section 236 (e) (2) of the National Housing Act; and

WHEREAS, in connection therewith, the Owner has also entered into a Use Agreement ("Use Agreement") with HUD dated as of December 1, 2004, whereby the Project will continue to be operated in accordance Section 236 of the National Housing Act; and

WHEREAS, pursuant to the IRP Agreement and the Use Agreement, the Project is entitled to the benefits of certain interest rate reduction payments pursuant to Section 236 (e) (2) 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

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WHEREAS, the Agency is a credit administering agency under §42 of the Code (as defined below), and the Agency has approved the allowance to the Owner 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 and financing of the Mortgage Loan, and the allocation to the Project of LIHTC, that the Owner agree to the restrictions running with the land and binding on all of the Owner's successors, assigns, heirs, grantees, or lessees for the term of the Agreement, as set forth herein, and that the Owner consents to be regulated by the Agency to: (i) preserve the tax-exempt status of the Bonds under the Code; (ii) meet the requirements of §44.29-a of the PHFL; (iii) meet the requirements of §42 of the Code regarding LIHTC; and (iv) 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 hereinbelow. 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) "Area Median Income" or "AMI" shall mean the area median gross income for Dutchess County, NY, as determined from time to time by the HUD as applicable pursuant to the Code; 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.
- (d) "Assignment" shall have the meaning assigned to it in the recitals to this Agreement.
- (e) "Assumption Fee" shall have the meaning assigned to it in section 5.5(b).
- (f) "Bonds" shall have the meaning assigned to it in the recitals to this Agreement.
- (g) "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.
- (h) "Compliance Period" shall have the meaning assigned to it in section 3.1.

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- (i) "Credit Enhancement Agreement" shall have the meaning assigned to it in the recitals to this Agreement.
- (j) "Credit Enhancer" shall mean any entity providing credit enhancement for the Bonds, which shall initially be Freddie Mac.
- (k) "Credit Period" shall have the meaning assigned to it in section 3.1.
- (l) "Early Termination" shall have the meaning assigned to it in section 3.2(b).
- (m) "Eligible Basis" shall have the meaning assigned to it in section 6.2(a)(7).
- (n) "ELIHC" shall have the meaning assigned to it in section 3.2(a).
- (o) "Event of Default" shall have the meaning assigned to it in section 2.1.
- (p) "Extended Use Period" shall have the meaning assigned to it in section 3.2(b).
- (q) "Freddie Mac" shall mean that certain shareholder owned government sponsored enterprise duly organized and existing under Federal Home Loan Mortgage Corporation Act, as amended.
- (r) "Federal Section 8" shall have the meaning assigned to it in section 3.1.
- (s) "Financing Agreement" shall have the meaning assigned in Section 3.1(b).
- (t) "Governmental Entity" shall have the meaning assigned to it in section 5.6(a).
- (u) "Guidelines" shall mean the Agency's Fair Housing and Tenant Selection Guidelines, as the same may be amended from time to time.
- (v) "HUD" shall have the meaning assigned to it in the recitals to this Agreement.
- (w) "Individuals of Low Income" shall mean individuals and families: (i) whose income is 60% or less of Area Median 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 Income within the meaning of the Article III of the PHFL.
- (x) "TRP Agreement" shall have the meaning assigned to it in the recitals to this Agreement.
- (y) "LIHTC" shall have the meaning assigned to it in the recitals to this Agreement.
- (z) "Loan Documents" shall have the meaning assigned to it in the recitals to this Agreement.
- (aa) "Low Income Units" shall have the meaning assigned in section 4.2(a).

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- (bb) "Managing Member" shall mean the Managing Member of the Owner, which initially shall be CPR Opportunity Fund, LLC.
- (cc) "Mortgage" shall have the meaning assigned to it in the recitals to this Agreement.
- (dd) "Mortgage Loan" shall have the meaning assigned to it in the recitals to this Agreement.
- (ee) "Note" shall have the meaning assigned to it in the recitals to this Agreement.
- (ff) "Organized Crime Figure" shall have the meaning assigned in section 5.6(b).
- (gg) "Owner" shall refer to Rip Van Winkle House, LLC, a New York limited liability company and permitted transferees.
- (hh) "Owner's Tax Certification" shall have the meaning assigned in section 5.8(c).
- (ii) "PHFL" shall have the meaning assigned in the preamble to this Agreement.
- (jj) "Operating Agreement" shall mean the First Amended And Restated Operating Agreement of Owner, dated as of the date hereof, as the same shall be amended from time to time.
- (kk) "Plans and Specifications" shall have the meaning assigned in section 5.1.
- (ll) "Premises" shall have the meaning assigned in the recitals to this Agreement.
- (mm) "Prohibited Person" shall have the meaning assigned in section 5.6(a).
- (nn) "Project" shall have the meaning assigned in the recitals to this Agreement.
- (oo) "Qualified Project Period" shall have the meaning assigned to it in section 3.1.
- (pp) "Related Person" shall have the meaning assigned to it in section 2.1.
- (qq) "Rents" shall have the meaning assigned in section 4.3(a).
- (rr) "Replacements" shall have the meaning assigned in section 5.3(c).
- (ss) "Replacement Reserve Agreement" shall have the meaning assigned to it in section 5.3(a).
- (tt) "Replacement Reserve Account" shall have the meaning assigned to it in section 5.3(b).
- (uu) "Resolution" shall have the meaning assigned to it in the recitals to this Agreement.
- (vv) "Section 236 Units" shall have the meaning assigned in section 4.3(d).
- (ww) "Transfer Fee" shall have the meaning assigned in section 5.5(b).
- (xx) "Trustee" shall have the meaning assigned to it in the recitals to this Agreement.

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- (yy) "Use Agreement" shall have the meaning assigned to it in the recitals to this Agreement
- (zz) "Wrongful Dishonor" shall have the meaning assigned to such term in the Resolution.

2.0 ENFORCEMENT -

2.1 Incorporation into Mortgage and Termination of Agreement - 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 an Event of Default (as hereinafter defined) hereunder shall also constitute an "Event of Default" under and as defined in, the Mortgage. For purposes of this Agreement, an Event of Default shall be deemed to have occurred if the Owner shall fail to observe any requirement or perform any obligation imposed on the Owner by this Agreement and the Owner shall fail to cure such default within thirty (30) days after Owner and Freddie Mac 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 Owner commences such cure as soon as reasonably possible and shall proceed with all 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 become 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. If the Agency assigns the Mortgage, the Agency may retain the right to declare an Event of Default under and prosecute foreclosure of the Mortgage, based upon any such 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. The immediately preceding sentence shall not apply to the extent the Credit Enhancement Agreement is in effect, provided that no Wrongful Dishonor exists. In the event of foreclosure or deed-in-lieu of foreclosure, this Agreement and the restrictions hereunder shall continue in full force and effect throughout the Qualified Project Period hereof notwithstanding the redemption of the Bonds, except that sections 5.3, 5.5, 5.8, and 6.2 hereinbelow shall not be applicable in such circumstances. Notwithstanding the above, however, if the obligor on the Mortgage Loan or a related person, within the meaning of §144(a)(3) of the Code (a "Related Person") 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 Tax-Exempt Bonds. In addition, this Agreement and the restrictions hereunder shall, in the Agency's sole discretion in consultation with Freddie Mac, cease to apply

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partially or entirely in accordance with the provisions of Treasury Regulations §1.103-8(b)(6)(iii) in the event of involuntary noncompliance as determined by the Agency in its sole discretion, caused by a material unforeseen event 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 Tax-Exempt Bonds are retired at the first available call date following such unforeseen event.

2.2 Recording - The benefits and burdens of this Agreement shall run with the land and bind the interest of the Owner in the Project and the Premises. The Owner, at its cost and expense, shall cause this Agreement to be duly recorded, filed, re-recorded, and refiled in such places as may be required, 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 Owner or Freddie Mac, the Agency shall provide the requesting party with an instrument executed in recordable form at such time as the terms of this Agreement are no longer applicable and the obligations of the Owner have been satisfied or released, releasing the Owner 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 material fact and any violations by the Owner 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 an Event of Default under this Agreement or misrepresentation of any material fact under this Agreement by Owner, the Agency, at its option, may apply to any state or federal court for: (A) specific performance of this Agreement; (B) an injunction against any noncompliance causing such Event of Default, or misrepresentation under this Agreement; or (C) with the prior written consent of Freddie Mac, such other relief as may be appropriate in addition to its right to request Freddie Mac to foreclose upon the Mortgage, entirely or partially, pursuant to the terms of the Assignment.

For purposes of this Agreement, the date of such Event of Default or misrepresentation shall be the date the noncompliance causing such Event of Default or misrepresentation was first discovered by the Owner or the Agency, or would have been first discovered by the Owner or the Agency by the exercise of reasonable diligence.

Non-compliance with any of the terms of this Agreement may jeopardize the tax-exempt status of the Bonds. The Agency is obligated to notify the Internal Revenue Service of non-compliance with this Agreement that results in noncompliance under the Code for the purposes of the LIHTC program.

2.4 Indemnification - The Owner shall indemnify and hold the Agency harmless from and against any and all claims, demands, liability, loss, cost or expense (including but not limited

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to 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 Owner'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, provided, however, with the sole and exclusive exception, that if the Owner is the prevailing party in its defense or pursuit of a suit, complaint, claim or arbitration initiated as the result of the Owner's breach of this Agreement, after all appeals to the highest court or judicial authority having jurisdiction of this matter have been exhausted, the Owner shall not be liable to the Agency for such damages, reasonable attorneys' fees, expenses and costs arising from such suit, claim, complaint or arbitration. 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. Any monetary obligations arising under this Agreement and all claims or judgments for monetary damages against the Owner occasioned by breach or alleged breach by the Owner of its obligations hereunder shall be subordinated in priority and right to payment and in all other respects to the obligations, liens, rights (including without limitation the right to payment) and interests arising or created under the Loan Documents.

(b) Any subsequent owner of the Project shall be liable or obligated for the breach or default of any obligation of any prior owner (including the Owner) under this Agreement, including but not limited to any payment of any indemnification obligation. Notwithstanding the prior sentence, during any period that Freddie Mac or its designee owns the Project or if any subsequent owner acquires the Project from Freddie Mac or its designee, neither Freddie Mac, such designee nor such subsequent owner shall be liable or obligated for the breach or default of any obligation of any prior owner (including the Owner) under this Agreement, including but not limited to any payment or indemnification obligation, in which case the owner of the Project at the time the default or breach occurred shall remain liable for any and all damages occasioned thereby even after such entity ceases to be the owner (and, in such event, any party seeking to collect such damages shall have no recourse and shall have no right to levy against or otherwise collect on any judgment from the Project).

3.0 TERM

3.1 Term of Agreement and Restrictions - (a) The term of this Agreement shall commence on the date of the issuance of the Bonds, and, subject to the provisions of section 2.1 above, shall extend through a period (the "Qualified Project Period") which shall end on the latest of the following: (i) the date which is 15 years after the date on which 50% of the residential units in the Project were first occupied; (ii) the first date on which no Bonds are outstanding; (iii) the date on which any project-based 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 or has been assigned to a third party without retention of any interest therein by the Agency; (v) the end of a period (the "Compliance Period") consisting of 15 taxable years of the Owner commencing with the first taxable year of the credit period ("Credit

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Period") as defined in §42(f)(1) of the Code with respect to the Project; (vi) forty (40) years from the date hereof; (vii) the expiration or Early Termination of the Extended Use Period, as defined in section 3.2 (b) hereinbelow.

Pursuant to sections 3.2 (b) and (c) hereinbelow, in the event of a foreclosure, deed-in -lieu of foreclosure, or comparable conversion of a mortgage on the Premises, including the Mortgage, occurring after the end of the Qualified Project Period, the provisions of section 3.2(c)(5) hereinbelow shall remain in effect in accordance with the terms thereof. The Owner 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 applicable to the Project.

(b) Any periodic servicing, transfer or approval fees which may be payable to the Agency under the terms of the Financing Agreement between the Owner and the Agency dated as of the date hereof shall continue to be payable until the later of the following: (i) the date on which the Mortgage Loan is no longer outstanding; or (ii) the last day of the Qualified Project Period.

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 Owner to accept the benefits of LIHTC and Agency financing. Failure to comply with the provisions of the ELIHC shall be an Event of Default under this Agreement, and thereby, the Mortgage. Subject to Section 8.2 of the Assignment, the Agency or its successors may exercise any remedies available to it, including specific performance of the ELIHC by the Owner or any successor in interest thereto, without waiving any other available remedies or actions. 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 (such entire period shall constitute, and be referred to as, the "Extended Use Period") except that the 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 Owner 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) During the Extended Use Period:

(1) except as provided in Section 4.2 of this Agreement, the Low Income Units, constituting not less than 90% (or such other percentage determined by the Agency upon issuance

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of the Internal Revenue Service form 8609 in relation to the Project (the "8609 Issuance Date")) 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;

(2) the Rents for the 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 Income (or such other income limit as may be required under the terms of this Agreement) adjusted for family size as follows: (i) for studio or efficiency apartments having no separate bedrooms, the designated family size shall be a 1-person family; and (ii) 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 the Project shall be disposed of to any person unless all of the Project is disposed of to such person;

(4) the Owner shall not refuse to lease to a holder of a voucher or certificate of eligibility under the Federal Section 8 program because of the status of the prospective tenant as such a holder;

(5) during the Extended Use Period and for the three (3) year period following an Early Termination:

(A) no existing tenant (i.e., the tenant occupying the respective Low Income Unit during the Extended Use Period, or upon the occurrence of an Early Termination 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 Rents for any Low Income Unit occupied by such existing tenant may be increased, except as permitted under §42 of the Code; and

(6) The "applicable fraction," as defined in §42(c)(1) of the Code, for the Project is currently estimated to be at least 95%. However, the actual percentage shall be determined by the Agency upon the 8609 Issuance Date, at which time the parties hereto shall amend this Agreement to reflect the final determination of the applicable fraction, but in no event shall such applicable fraction be less than 90%.

(d) Notwithstanding anything to the contrary contained anywhere in the Agreement, the ELIHC is binding on all successors of the Owner.

4.0 TENANTS AND LEASES

4.1 Rental Restrictions - Once available for occupancy each unit in the Project (other than the unit occupied by the superintendent) 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.

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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, or as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or retirement home. Use on a transient basis shall mean the rental of units for an initial lease term of less than twelve months.

4.2 Low Income Occupancy Requirements – (a) During the Qualified Project Period, not less than 90% of the Project's available units (as defined in IRS Revenue Procedure 2004-39) will be continuously occupied by households with incomes at or below sixty percent (60%) of the AMI ("Low Income Units"). Any unit occupied as of the date hereof by a tenant whose household income is above 60% of AMI, which shall become vacant prior to the 8609 Issuance Date, shall be rented, once such unit becomes available for occupancy, to a tenant whose household income is at or below 60% of AMI, and shall thereafter be considered a Low Income Unit as defined herein and subject to the terms hereof. Any such unit vacated after the 8609 Issuance Date shall thereafter be rented to tenants whose household income is in compliance with the Use Agreement.

In accordance with Treasury Regulation §1.103-8(b)(8), families of low income shall be determined in a manner consistent with determinations of lower income families under the Federal Section 8 program (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 Owner shall take reasonable steps to verify the low income status of all families or individuals who occupy Low Income Units.

(b) The Low Income Units shall continue to be treated as such, notwithstanding any increase in the income of the occupant of such 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%) 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.

4.3 Low Income Units' 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. The term "rents" for purposes of this Agreement 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)

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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) Pursuant to the Code, the Rents for Low Income Units shall be based on the Area Median Income, and 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 shall such rents be set to any level less than the gross rent floor applicable to the unit pursuant to §42(g) unless required by §142 (d) of the Code. For example, if the AMI calculations for the year 2004 were to form the basis for setting maximum permitted rents, then such maximum rents for the Low Income Units would be set as follows;

MAXIMUM PERMITTED MONTHLY RENTS

ONE BEDROOM	TWO BEDROOM	THREE BEDROOM	FOUR BEDROOM
\$820	\$984	\$1,137	\$1,268

Further, the maximum rents will be reduced by a utility allowance. The utility allowance may be revised annually in proportion to any increases in utility rates or consumption. Accordingly, each January the Owner shall submit to the Agency, promptly upon publication thereof, a copy of the utility allowance schedule currently used by the local housing authority for its Federal Section 8 programs, or other documentation satisfactory to the Agency relating to utility usage and cost projection information for the upcoming year. Based thereon, the Agency shall determine, in accordance with the Code, any utility allowance revisions. The Owner's failure to provide this information annually may result in the Agency delaying or denying a change in income-qualified household rents.

(c) The Owner shall not impose any fees and charges upon the tenants of the Project 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.

(d) The annual rents for all units which are not Low Income Units (the "Section 236 Units") shall be determined in accordance with the terms of the Use Agreement. Upon termination and/or expiration of the Use Agreement such units shall continue to be rented to tenants whose income shall not exceed 80% of the then current AMI at initial occupancy. In addition, rents for such Section 236 Units shall continue to be determined in accordance with the "Basic Rent" and "Market Rent", pursuant to Section 236 National Housing Act, as amended, and as approved by the Agency. In the event that at such time the Section 236 National Housing Act is no longer in effect,

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the Agency shall continue to review and approve rent increases as if such act was in still in effect.

4.4 Lease Provisions for Low Income Units - Tenant leases for all 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 shall state that: (i) the lease shall be terminated and the tenant may be evicted for failure to qualify pursuant to the income standards for that unit if a tenant has falsely certified family income or family composition; (ii) false certification constitutes material noncompliance under the lease; (iii) tenants shall be obligated to provide such subsequent recertification of income as the Agency and the Owner shall require; (iv) in the event the unit is not receiving a Federal Section 8 subsidy, the Owner's right to increase rent for an existing tenant over the amounts provided for by section 4.3(b) herein upon the conclusion of the Qualified Project Period shall be conditioned upon the Owner meeting the requirements of §42 of the Code as referenced herein and the Owner 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 tenant shall be entitled to lease renewals at the rents provided for in section 4.3(b) herein until such notice has been given and six months has elapsed; (v) subletting and the tenant's assignment of the lease shall be prohibited; and (vi) the Owner and the Agency and their respective 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 Owner in renting the Low Income in the Project shall be subject to the Agency's prior written approval. Failure to utilize an approved form of lease for such units shall subject the Owner to a penalty equal to one month's rent for each affected unit.

4.5 Marketing Plan and Fair Market Housing Guidelines - The Owner has submitted to the Agency for its records a marketing and tenant selection plan that is in compliance with the Agency's Guidelines. Such marketing plan specifically describes the method of marketing to and selection of tenants. Additionally, a certification as to compliance with the Guidelines must be submitted by the Owner to the Agency prior to the mailing of the Bonds and on an annual basis, as set forth in section 6.2(c) hereinbelow.

5.0 OPERATING RULES

5.1 Project Restrictions - The Project constitutes 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 Owner warrants that the Project will be rehabilitated substantially in accordance with building plans and specifications approved by the Agency for the Project with such change orders as are required to be approved by Freddie Mac or its designee ("Plans and Specifications"). Such Plans and Specifications shall not be modified and the Project shall not be altered in any way that would affect the number of units or decrease the percentage of units of any

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type, or that would affect any other matter that is expressly subject to regulation by the Agency under this Agreement, without the written consent of the Agency, such consent not to be unreasonably withheld.

The Project consists 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, all of the units in the Project have been or will be similarly constructed.

The Owner (or a party related to the Owner) 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 shall contain within the unit complete living, sleeping, eating, cooking and sanitation facilities, all of which are separate and distinct from other units. Amenities and services available at the Project are listed in Exhibit D attached to this Agreement. All facilities are: (i) located on the Premises; (ii) of a character and size commensurate with the needs of such tenants; and (iii) except for the parking area, solely for the benefit of tenants at the Project.

5.2 Low Income Units' Requirements - The number of Low Income Units of each bedroom size shall maintain, at a minimum, the proportion to total units of each such bedroom size as may be in effect as of the date hereof, the estimated amount of which is indicated below. In addition, to ensure that Low Income Units are occupied by households of an appropriate number of individuals, the Owner shall comply with the following standard for occupancy upon initial rental or re-rental of such units:

Number of Bedrooms	Number of Persons	Estimated % Low Income Units
1	1 - 2	90%
2	2 - 4	90%
3	3 - 6	90%
4	4 - 8	90%

It is permissible for the estimated percentage of low income units in each bedroom category above to fall below 90% as long as the Project overall has no less than 90% of the units as Low Income Units.

5.3 Replacement Reserve Account - (a) Owner shall enter into a Replacement Reserve Agreement with Freddie Mac, dated the date hereof, (the "Replacement Reserve Agreement"),

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which shall require that a Replacement Reserve Account be established, the terms of which are incorporated by reference. In the event there is a Wrongful Dishonor by Freddie Mac of its obligations under the Credit Enhancement Agreement, or Freddie Mac is replaced as Credit Enhancer, and only in such events, the Replacement Reserve Agreement and all funds in accounts maintained thereunder shall revert to the Agency and the provisions in subparagraphs (b) - (e) of this section 5.3 shall be applicable in lieu thereof.

(b) The Owner shall establish the following reserve account that shall be controlled by the Agency, to be known as the "Replacement Reserve Account", and shall deposit into such account each month the amount of \$2,984 (subject to adjustment as hereinafter provided) commencing on the first business day of the first month after a Wrongful Dishonor by Freddie Mac. All interest earned on funds in the Replacement Reserve Account shall be added to and become part of said account. 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.

(c) 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 results of the physical needs assessment report as described in subsection (d) hereinbelow, (ii) the replacement value of the Project, (iii) the Project's history of repairs, (iv) the existing physical condition of the Project, or (v) other factors deemed relevant by the Agency. Upon Owner's written request, the Agency shall disburse to the Owner, in a manner reasonably determined by the Agency, such amounts from the Replacement Reserve Account as may be necessary to reimburse the Owner 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"). No such disbursements shall be made, however, for costs incurred prior to the first (1st) anniversary of the date that deposits into the Replacement Reserve Account actually commence. 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. Said amounts may be reduced (not below zero) by the amounts required to be deposited by the Owner into any replacement reserve account required to be maintained by any agreement with any entity providing credit enhancement for the Bonds. If at any time the funds deposited with the Agency are or will be insufficient to maintain the Replacement Reserve Account at a satisfactory level, as reasonably determined by the Agency, the Owner, 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 necessary to restore the account to a sufficient level.

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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 and is continuing, or if an act, event or condition shall have occurred and then be existing as of that date, which solely with notice or lapse of time, would constitute an Event of Default. Notwithstanding the above, if an Event of Default has occurred, any entity providing credit enhancement to the Bonds may request the Agency in writing to release funds from the Replacement Reserve Account for Replacements and thereupon such funds shall be disbursed.

(d) 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 Owner shall engage a licensed independent engineer or architect, reasonably 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 Owner, 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 Owner'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 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.

(e) 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 Owner all amounts remaining in the Replacement Reserve Account.

5.4 Project Management - (a) The Owner shall not employ or otherwise use or retain a managing agent for the Project other than Cornell Pace, Inc., having an office at 542 Main Street, Suite 2, New Rochelle, NY 10801, without the Agency's and Freddie Mac's written prior approval of the managing agent and the terms of its retention including compensation or future removal. Any termination of the managing agent's employment or any renewal thereof (other than an automatic contract renewal whose terms have already been approved by the Agency) shall be subject to the Agency's approval, which approval shall not be unreasonably withheld. The Agency reserves the right to review the performance of the managing agent. However, in no event will the Agency be allowed to terminate the managing agent's employment as described in this subparagraph without the prior written approval of Freddie Mac. In the event that, pursuant to section 5.4(b) hereinbelow or as otherwise provided herein, the Agency or an Agency appointed agent (with Freddie Mac's consent) serves as managing agent of the Project, the Owner shall be responsible for payment of reasonable fees and expenses for such services rendered. The Owner shall also retain a leasing/rental agent, subject to Agency's and Freddie Mac's prior written approval, which may be the managing agent and/or an affiliate of the Owner, and may not be replaced without the Agency's and Freddie Mac's prior written approval.

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(b) If the Agency notifies the Owner of reasons that it is not satisfied with the Managing Agent's performance by reason of any Event of Default or persistent failure (despite notice from the Agency) to comply with the requirements of the Agreement, the Owner shall engage a replacement managing agent reasonably satisfactory to the Agency and satisfactory to Freddie Mac which shall meet industry standards. The Owner shall not thereafter employ or otherwise use or retain any managing agent for the Premises or any part thereof, without having first obtained Freddie Mac's written approval of such managing agent and the agreement setting forth all the terms of such employment or retainer including compensation. If the Owner retains a managing agent without having first received approval of the Agency, the Owner 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 or Freddie Mac in accordance with the provisions hereof. The Owner shall submit to the Agency and to Freddie Mac such information as the Agency and Freddie Mac reasonably require to review the background and qualifications of the new management entity, including proof of a valid New York State real estate broker's license, in a form acceptable to Freddie Mac and the Agency. If the Owner has not submitted a managing agent acceptable to Freddie Mac within 30 days of such request or if there has been noncompliance hereunder which remains uncured for more than 30 days after notice provided by Freddie Mac, or the Agency to the Owner, Freddie Mac or the Agency with Freddie Mac's prior written consent may appoint a replacement managing agent.

(c) In the event there is a Wrongful Dishonor by Freddie Mac or Freddie Mac is replaced as Credit Enhancer, (i) the provisions of subparagraph (a) and (b) of this section 5.4 shall continue to apply, except that the "Agency" shall be substituted for any reference to "Freddie Mac", and any matter requiring the approval of the Agency and Freddie Mac shall only require the approval of the Agency; (ii) any approval of the Agency required pursuant to subparagraph (a) shall not be unreasonably withheld; and (iii) the Agency reserves the right to act as managing agent in the event the Owner has failed to submit to the Agency a managing agent acceptable to it within 30 days of such request or if there has been noncompliance hereunder which remains uncured for more 30 days after notice thereof. In the case of (iii) above, the Owner shall pay a management fee to the Agency or to the Agency-appointed entity, respectively, in the amount equal to the fee paid, including accrued incentive payments, if any, to the preceding managing agent.

(d) In the event there is a need to replace the managing agent due to premature termination or otherwise, which requires immediate and/or temporary replacement of the managing agent before approval can be obtained from the Agency, the Owner may employ a replacement managing agent, provided the agreement for such employment is terminable within twenty-one (21) days after receipt by Owner of written notice that said managing agent is not acceptable to the Agency.

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(e) The Agency reserves the right to review the performance of the leasing agent. In no event may the Agency require the removal of the leasing agent without the prior written approval of Freddie Mac. The provisions of subsection (a) hereinabove, relating to the employment of a managing agent, and the provisions of subsections (b), (c), and (d) regarding the removal and replacement of the managing agent shall equally apply to, respectively, the employment, reasons and procedures for removal and replacement, of the leasing agent, except that the Agency shall not act in the capacity of leasing agent.

5.5 Change of Principals and Transfer Restrictions - (a) In addition to the restrictions on conveyance of the Project and interests in the Owner set forth in the Mortgage, the Owner shall not transfer the Project without obtaining the Agency's consent, which consent shall not be unreasonably withheld. However, the Agency may not consent to any transfer of the Project or change in the principals of the Owner or the management agent, without complying with the Previous Participation and Clearance Review Procedures of 24 CFR §§200.210 through 200.218.

The Managing Member of the Owner is CPCR Opportunity Fund, LLC ("Managing Member"), a New York limited liability company. The non-managing members of the Owner ("Non-Managing Members") are, or will be at the time of the closing of the HFA Mortgage Loan, (1) Sterling Corporate Tax Credit Fund XVIII, L.P., a New York limited partnership (the "Investor Member") and (2) Sterling Corporate Services, Inc., a New York corporation ("Special Member"). The manager of the Managing Member is CPC Resources, Inc., a New York corporation (the "Manager").

The Owner 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 membership interest in the Owner; (ii) dilution of present ownership interest in the Owner by more than 10%, by admission of additional members other than by death or other operation of law or (iii) the transfer of any controlling interest in the Managing Member. Notwithstanding the foregoing, the Managing Member may transfer without the consent of the Agency any or all of its interests in the Owner only to the Manager or another entity owned and controlled by the Manager.

Notwithstanding the foregoing, the Investor Member 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 Owner; and (2) transfer its investor interest in the Owner provided that such transferee entity is managed and controlled by First Sterling Financial, Inc. Or an affiliate of First Sterling Financial, Inc. The Owner shall promptly notify the Agency of the occurrence of any of the foregoing events.

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(b) The Owner represents and warrants that as of the date of this Agreement (i) it intends to own the Project for a long-term holding period of ten years commencing from the date when at least 50% percent of the units have received a temporary certificate of occupancy and at least one unit is actually occupied ("Long Term Holding Period"), and (ii) the Owner has 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, the Agency will charge the Owner a 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 majority ownership or control of the Project which requires the consent of the Agency pursuant to this section 5.5 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 then outstanding principal amount of the Mortgage as follows:

Year 1:	5.0%;
Year 2:	4.0%;
Year 3:	3.0%;
Year 4, 5 and 6:	2.0%;
Year 7 and 8:	1.0%;
Year 9. and Year 10:	0.5%.

In the event a transfer of interest which requires Agency consent under this section has occurred without the prior consent of the Agency, the Owner 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 (0.5%) of the then outstanding principal balance of the Mortgage Loan, or (ii) \$5,000. The Agency agrees that it will not charge the Owner the Transfer Fee in connection any transfers of interest that do not require the Agency's consent, however, the Agency reserves the right to charge Owner 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 Owner shall, within five days after request of the Agency, furnish to the Agency the names of the officers, directors, members, partners and shareholders of Owner, together with such information as the Agency shall request with respect to such persons.

(d) Notwithstanding any of the foregoing provisions, in no event shall any conveyance of the Project or the addition or substitution of any constituent of the Owner, or of any other person or entity directly or indirectly holding an ownership interest in the Owner, be permitted if such conveyance or addition or substitution shall cause the Owner to become a Prohibited Person.

(e) 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 be outstanding,

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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 Premises or the Project; provided that such conveyance or change does not cause the Premises or the Project to be owned by a Prohibited Person.

(f) The Agency, however, may not consent to any transfer of the Project or change in the principals of the Owner or Managing Member, without the prior written consent of Freddie Mac to such transfer if such consent is required under the Mortgage. Any written consent to the sale, transfer or other disposition of the Project given by the Agency shall constitute conclusive evidence that such sale, transfer or other disposition is not a violation of the disposition provisions of this Agreement.

(g) The Owner shall notify the Agency in writing, within 30 days after the occurrence thereof, of: (A) any transfer of any direct ownership interest in Owner or the Managing Member; or (B) any change in the Operating Agreement of the Owner.

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) hereinbelow, 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; or (vii) any entity who would be disqualified from acquiring an interest in a project financed by the Agency under any then existing

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written policy or guidelines adopted pursuant to a resolution of the Agency prior to the request for consent by the Owner or Freddie Mac.

(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. If the Agency has not consented within 30 days from the date it has received all necessary information, the Agency will provide a statement of reasons why such consent has not been granted. In the absence of any response from the Agency within 30 days, Owner and Freddie Mac may deem consent to the transfer to have been granted.

5.7 Changes to Structure of Owner Entity - The Owner may not modify, amend or otherwise change the terms of its Operating Agreement except (i) to effect a transaction permitted under section 5.5 above 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 Owner to perform its obligations under this Agreement, without the prior written approval of the Agency.

5.8 General Tax Covenants; Use of Mortgage Proceeds; Other Restrictions - The Owner covenants that it 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 tax-exempt status of interest on the Bonds. The Owner further covenants and agrees that:

(a) The Owner will submit a certification in the form attached hereto as Exhibit B ("Disbursement Certification") 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.

(c) All certifications, representations and warranties made in the tax certification executed by the Owner ("Owner'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.

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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 Owner warrants the accuracy of the schedules of costs included therein, as such schedules may be amended. The Owner agrees 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 Owner covenants that it will comply with any use or occupancy requirement of any governmental entity providing any subsidy, tax abatement or regulatory approval for the Project, 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.

(e) Except for the interest of the Owner in any Purchased Bond (as such term is defined in the Resolution), in no event shall the Owner 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 Owner 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 Owner is on notice that the Code provides that failure to comply will subject the Owner to penalty as provided in §6652(j) of the Code.

(b) The Owner 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 income tenant incomes. The Owner covenants and agrees to secure and maintain on file for inspection and copying by the Agency, for at least six (6) years after the later of (i) the due date (including any extensions) for any filings required to be made by the Owner with the Internal Revenue Service or its successor agency for that year or (ii) the end of the Qualified Project Period, such information, reports and certifications as the Agency may from time to time require in writing. The Owner further covenants and agrees to notify the Agency promptly if the Owner discovers noncompliance with any restriction or covenant hereunder. The Agency agrees to notify the Owner if the Agency discovers noncompliance with any restriction or covenant hereunder, but the Agency's failure to do so shall not affect the Owner's obligations hereunder.

(c) Within 90 days of the closing of the Mortgage Loan, the Owner shall furnish a copy of each existing lease with a copy of each annual tenant income certification, and thereafter shall, within twenty (20) days of the execution of each lease, 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

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establishing the qualifications of the tenant in connection with the lease. Further, the Owner shall, within twenty (20) days of the execution of each renewal or extension of lease for the Low Income Units, 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 recertification.

(d) Prior to issuance of the Internal Revenue Service form 8609 with respect to the Project, the Owner shall file with the Agency a certificate of actual cost, which shall be accompanied by a certification of an independent certified public accountant reasonably acceptable to the Agency. The independent certified public accountant shall certify, in a format reasonably 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 Owner shall also certify to the Agency, based upon a review of its books and records by such certified public accountant, that the Mortgage Loan proceeds have been spent in accordance with the Owner's Tax Certification, as modified and approved by the Agency.

(e) The Owner shall submit to the Agency within 90 days of the end of any other fiscal year, three 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 principles ("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 Owner in advance, and may require that certain subjects be included in the notes to the financial statements. The Agency may require interim period financial statements, certified by an officer of the Owner, which shall be submitted within 60 days of the date of request, unless prior to the expiration of the applicable period. Owner has requested an additional thirty (30) day extension, which request shall not be unreasonably denied by the Agency.

(g) In the event that a Wrongful Dishonor by Freddie Mac has occurred or Freddie Mac is replaced as Credit Enhancer, and thereafter during the term of this Agreement, the following shall apply: the Owner shall submit to the Agency, on or before the 20th 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 Owner. Such cash flow statement must also 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 reasonably acceptable to the Agency.

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(h) The Owner shall provide to the Agency copies of any reports required to be submitted to any other party with respect to the Section 236 program, including but not limited to reports submitted to the Secretary, within five (5) days of the submission of such reports.

6.2 Monitoring and Record Keeping Requirements - (a) The Owner shall keep records for each building in the Project showing for each year in the Qualified Project Period (except where otherwise indicated):

(1) The total number of residential rental units in the building (including the number of bedrooms and the size in square feet of each residential rental unit);

(2) The percentage of residential rental units in the building that are Low Income Units;

(3) The rent charged for each residential rental unit in the building (including any utility allowance);

(4) The Low Income Unit vacancies in the building and information that shows when and to whom the next such available units originally designated Low Income Units were rented;

(5) The annual income certification of each tenant;

(6) Documentation to support the income certification made by each tenant (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);

(7) 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;

(8) The character and use of the nonresidential portion of the building included in the 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

(9) Such other information as the Agency may reasonably request from time to time.

(b) The Owner 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 Owner'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.

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(c) The Owner 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 Owner has received an annual income certification from each tenant of the Low Income Units 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, except for the superintendent's unit, and were used on a non-transient basis and there has been no finding of discrimination (as defined in Treasury Regulation §1.42-5(c)(1)(v)) with respect to the Project, or, if there has been such a finding, the Owner shall forward a copy of any such finding to the Agency and retain the original or a copy thereof for review by the Agency during the next inspection of the Project;

(6) The 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 Owner. The Owner shall further indicate whether the violation has been corrected as of the time of certification or Owner'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;

(9) If a 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 before any units in the Project were or will be rented to tenants not having a qualifying income;

(10) There were no findings of discrimination under the Fair Housing Act or, if there have been such findings, an explanation of what they were;

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(11) 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 Owner 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;

(12) Each building in the Project complies with the requirements of the Code applicable to the Bonds;

(13) The Project has been and is in compliance with the Agency's Guidelines; the Owner's marketing and tenant selection plan applicable to the Project, as filed with the Agency for its records, complies with the applicable rules as defined in the Agency's Guidelines; and there has been no finding of discrimination under any of such applicable rules, nor any complaint, investigation, administrative inquiry, or other action under such applicable rules, or, if there has been any such finding, complaint, investigation, administrative inquiry, or other action, a listing and an explanation thereof;

(14) The Owner has complied with all requirements of the LIHTC program, as the same may be amended or supplemented, and with any additional reporting requirements which the Agency may have imposed in order to monitor compliance therewith;

(15) Distributions of income from the Project have been in an amount no greater than the amount specified in section 8.4 hereinbelow; and

(16) Such other matters as the Agency may reasonably request from time to time.

(d) Each year, during the term of this Agreement, the Owner shall retain and make available for inspection and review by the Agency a copy of the annual income certification from each tenant and a copy of the documentation the Owner 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 Compliance Period. For this purpose, an audit includes an inspection of the building in the Project, an inspection of any unit 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 Owner shall be solely responsible for any costs incurred by Owner or Owner'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 Owner's failure to perform its obligations hereunder, then such expenses shall be borne by Owner.

The Owner shall use reasonable efforts to assist the Agency with obtaining access to any unit in the Project, shall accompany Agency representatives with such inspections, and shall include a

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provision in the lease rider to the effect that the tenant shall give the Agency, its representatives or its agents the right to enter and physically inspect such unit. If the Agency cannot obtain access to a sufficient number of units required to fulfill its obligations under the Code, notwithstanding the good faith efforts of the Owner 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.

(f) The Agency shall provide prompt written notice to the Owner if the Agency does not receive the certification described in paragraph (c) of this section 6.2 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 Owner 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 a extension of the correction period, in which case the period may be extended by the Agency for up to six months).

(g) 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 described in subsection (c) of this section for three years from the end of the calendar year the Agency receives such certifications.

(h) It is expressly understood by the Owner that the Agency's monitoring of the Owner'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 Owner 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 Owner fails to submit such delinquent report within five (5) business days after the date of such notice, the Owner 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 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(f) 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 Owner to a late filing penalty equal to the lesser of (i) five percent (5%) of the

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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 Owner and the Agency and their respective successors and assigns. The Agency shall enforce the Regulatory Agreement. Prior to any sale, transfer or other disposition of the Project, the Owner shall require the subsequent purchaser or transferee to assume in writing the Owner'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 sale, transfer or other disposition of the Project or to relieve the Owner of obligations under this Agreement. Owner acknowledges that to the extent controlled by the Owner 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. The Agency shall, upon request of the Owner, provide the Owner with documentation in a form reasonably acceptable to the Owner evidencing that pursuant to said assumption the Agency shall release the Owner from all obligations hereunder

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7.3 Compliance with Equal Opportunity Laws and Regulations - The Owner 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 any federal laws, regulations or 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 delivered by hand or by Federal Express, United Parcel Service or equivalent package delivery service, or 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 Owner from time to time designate in writing. All notices to be given to the Owner shall also be given to the Investment Member. Additional notices shall be sent as follows:

To Freddie Mac:

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive
McLean, Virginia 22102
Attention: Multifamily Management and Information
Control, Mail Stop B4Q
Facsimile: (703) 714-3273
Telephone: (703) 903-2000

with a copy to:

Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive
McLean, Virginia 22102
Attention: Associate General Counsel - Multifamily
Legal Department, Mail Stop 204
Facsimile: (703) 903-2885
Telephone: (703) 903-2000

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and with a copy to:

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive
McLean, Virginia 22102
Attention: Multifamily Servicing, Mail Stop B4F
Facsimile: (703) 714-3003
Telephone: (703) 903-2000

To the Investor Member:

Sterling Corporate Tax Credit Fund XVIII, L.P.
c/o First Sterling Financial, Inc.
1155 Northern Boulevard, Suite 250
Manhasset, New York 110300
Attn: General Counsel

and with a copy to:

Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207
Attn: Steven S. Heyman, Esq.

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 Owner, 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 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.

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7.9 HFA Sign - Subject to compliance with local laws and codes, during rehabilitation of the Project and for a period of up to six months thereafter, Owner shall at its own expense provide, erect, maintain, and insure one or more signs of design formats and sizes, materials and appearance required by the Agency, in locations at the Project site acceptable to the Agency, and stating that the Project has been financed by the Agency. If the Owner uses a sign provided by the Agency, Owner 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 Publicity - The Owner shall give the Agency reasonable advance notice of and an opportunity to participate in any events in connection with publicizing the Project, including but not limited to press releases.

7.11. Freddie Mac a Third Party Beneficiary - For so long as the Credit Enhancement Agreement shall provide credit enhancement for this transaction, and provided that there shall not have been a Wrongful Dishonor by Freddie Mac under such Credit Enhancement Agreement, Freddie Mac is intended to be and shall be the sole third-party beneficiary of this Agreement. Freddie Mac shall have the right (but not the obligation) to enforce the terms of this Agreement, insofar as this Agreement sets forth the obligations of the Owner hereunder. In the event that Freddie Mac is no longer providing the Credit Enhancement Agreement or a Wrongful Dishonor has occurred and is continuing, all rights to enforce the Owner's obligations under this Agreement shall be exercised solely by the Agency.

7.12. Amendment - This Agreement may not be amended, supplemented, or modified except by written agreement of the parties hereto, and, so long as the Credit Enhancement Agreement shall continue to provide credit enhancement for this transaction and no Wrongful Dishonor by Freddie Mac (as said term is defined in the Resolution) shall have occurred with respect thereto, with the written consent of Freddie Mac.

7.14 Approval of Commercial Leases Affecting the Mortgaged Property - The Owner 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 Owner represents that as of the date hereof:

(a) the Owner is a not-for-profit corporation, nonprofit 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 Owner, and its Managing Member, as well as any partner owning 25% or more

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interest in the Owner, are in good standing with the U.S. Department of Housing and Urban Development and has received 2530 Clearance Approval; and

(c) HUD has approved the Basic Rental charges and the Market Rental charges for the Project.

8.2 Incorporation by Reference - The Owner agrees that the term of the Use Agreement and the covenants, obligations and agreement of the Owner 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 shall constitute noncompliance with the terms of this Agreement and an AEvent of Default" under the Mortgage.

8.3 Covenants - (a) In addition to any other covenants contained in this Agreement, the Owner agrees to cooperate and comply with any requirements determined by the Agency to be reasonably necessary to assist the Agency in fulfilling its obligations under 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 limitations contained in this Agreement;

(c) The Owner 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.

(d) Upon expiration of the Use Agreement, the provisions of this Agreement applicable to the Low Income Units shall be applicable to all units.

8.4 Distribution of Profits - The Owner agrees to limit distributions of income from the Project to an amount no greater than the amount specified in the approval letter from HUD to the Owner dated November 30, 2004, or as subsequently amended by HUD.

BALANCE OF THE PAGE LEFT INTENTIONALLY BLANK.

SIGNATURE PAGE TO FOLLOW.

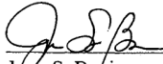
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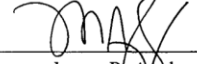
-32-

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

NEW YORK STATE HOUSING FINANCE AGENCY

By: 
Joan S. Bocina
Assistant Counsel

By: 
James P. Angley
Senior Vice President

Rip Van Winkle House, LLC, a New York limited liability
company

By: 
Richard A. Kumro
Vice President

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

On the 22 day of December in the year 2004, before me, the undersigned, a notary public in and for said state, personally appeared James P. Angley 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.

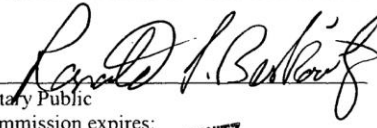

Notary Public

Commission expires:

STEPHEN JOHNSON
Notary Public, State of New York
No. 01J06008580
Qualified in New York County
Commission Expires June 15, 2006

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

On the 23 day of December in the year 2004, before me, the undersigned, a notary public in and for said state, personally appeared Richard A. Kumro 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 her capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires:

RONALD L. BERKOWITZ
NOTARY PUBLIC STATE OF NEW YORK
NO. 01BE6009723
COMMISSION EXPIRES 7/06/2006

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SCHEDULE A

LEGAL DESCRIPTION OF THE PREMISES
(see attached)

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SCHEDULE A DESCRIPTION

Policy No.: 3702-00688

ALL that certain plot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the City of Poughkeepsie, County of Dutchess, State of New York, more particularly described as follows:

BEGINNING at a point in the southerly line of Main Street, the said point being the point of intersection of the westerly line of Rinaldi Boulevard and the southerly line of Main Street and being, South 86 degrees 18 minutes 20 seconds West 128.26 feet from the northwesterly corner of lands of the New York Central Railroad Company in the southerly line of Main Street and being the northeasterly corner of the herein described parcel;

THENCE along the westerly line of the said Rinaldi Boulevard,

South 4 degrees 43 minutes 00 seconds East 445.74 feet and along a curve to the right on a radius of 20 feet, an arc distance of 30.67 feet, having a chord bearing of South 39° 12' 54" West 27.75 feet

THENCE along the northerly side of Long Street,

South 83 degrees 08 minutes 00 seconds West 368.85 feet and along a curve to the left on a radius of 50 feet, a arc distance of 34.78 feet; having a chord bearing of South 63 degrees 12 minutes 27~~X~~ seconds West 34.08 feet;

THENCE through lands now or formerly of the City of Poughkeepsie along the westerly line of the herein described parcel, the following courses and distances:

North 4 degrees 28 minutes 00 seconds West 125.85 feet;

North 76 degrees 47 minutes 00 seconds West 152.00 feet; and

North 28 degrees 11 minutes 30 seconds East 394.55 feet;

THENCE along the southerly line of Main Street,

South 86 degrees 09 minutes 50 seconds East 40.42 feet; and

North 86 degrees 18 minutes 20 seconds East 309.21 feet to the point or place of BEGINNING.

SPECIMEN

LEGAL

SCHEDULE B

Intentionally Omitted

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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 Owner shall be a third party beneficiary hereof.

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EXHIBIT B

**OWNER'S DISBURSEMENT CERTIFICATE
PURSUANT TO NYSHFA REGULATORY AGREEMENT**

Pursuant to that certain Regulatory Agreement dated as of the ____ day of _____, 2004 ("Regulatory Agreement"), by and between the New York State Housing Finance Agency ("Agency") and _____ ("Owner"), the Owner 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 Owner 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 Owner in the Regulatory Agreement and Owner'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 in all material respects 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 Owner warrants the accuracy of the schedules of costs, actual or estimated as the case may be, included in the Owner's Tax Certification. Owner further warrants (x) that the Disbursement does not cause a change that would be inconsistent, in any material way, with the representations made in the Owner's Tax Certification, or in the alternative (y) that if it does cause such a change, attached hereto is a completed and executed Owner'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 Owner's Tax Certification, will have been applied to pay or reimburse the Owner for the payment of "Unqualified Costs" (as classified in the Owner's Tax Certification) of the Project in excess of the amounts shown on Schedule A of the Owner'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 or reimburse the Owner 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 disbursements.

5. After taking into account the Disbursement and all prior and anticipated Disbursements, the "average maturity" of the Series A 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.

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6. The Disbursement is requested to pay, or reimburse the Owner for the payment of costs of the Project theretofore paid or incurred.

7. The Owner is in compliance with all of the terms and conditions of the Regulatory Agreement on the part of the Owner to be observed or performed and is not aware of any impending failure in such compliance.

IN WITNESS WHEREOF, the Owner has caused this Certification to be duly executed and delivered as of the date first above written.

Rip Van Winkle House, LLC, a New York limited liability company

By: _____
Richard A. Kumro
Vice President

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**EXHIBIT C
ADJUSTMENTS FOR SMALLER AND LARGER FAMILIES
TO THE AREA MEDIAN INCOME FIGURE**

Based on 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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EXHIBIT D

SCHEDULE OF AMENITIES AND SERVICES
(see attached)

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LOW INCOME HOUSING TAX CREDIT SERVICES & AMENITIES Exhibit D

Project Name: Rip Van Winkle

- 1) Does the project include commercial space, either financed by the Agency or included in the total development cost of the project: ☐ Yes ☒ 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/ Non-Revenue Generating
G-2	1 B/R	RESIDENTIAL	NON-REVENUE

- 3) The following services and amenities are offered at the project for a fee which is NOT included in the monthly base rent for all tenants (both affordable and market rate):

- ☐ Parking spaces:
☐ All spaces
☐ Indoor parking or garages only
☐ Additional space(s) after one
☐ Other: _____
- ☐ Storage space
☐ Recreational facilities
☐ Individual utilities
☐ Electric ☐ Heat ☐ Gas ☒ A/C ☐ Water
- ☒ Cable service
☒ Laundry facilities:
☐ Washer/Dryer hook-up ☐ Washer/Dryer in unit ☒ Laundry room
- ☐ Structural or architectural features:
☐ Bay windows ☐ Den in apartment
☐ Balconies ☐ Vaulted ceilings
☐ Fireplaces ☐ Other: _____
- ☐ Other services and/or amenities for which a fee will be charged:

- 4) If applicable, the service package for senior/congregate/assisted projects includes:

I, Print Name & Title, Owner, hereby certify that the information contained herein is accurate and correct.

Signed: Thomas McHale Date: 12/22/04

rev. 12/00 Vice President
Rip Van Winkle House, LLC

HFA Application Form 3-II-7

ENGAGEMENT LETTER

DocuSign Envelope ID: 3AE061A0-3C01-48AD-842E-B885AA2D1838



AGREEMENT FOR VALUATION SERVICES

Appraisal Assignment

DATE OF AGREEMENT: FEBRUARY 25, 2022

PARTIES TO AGREEMENT:

Client:
JUSTIN GLANDA, CPA
Related Affordable

212.419.8588 Office
646.901.8799 Mobile
jglanda@related.com
30 Hudson Yards
New York, NY 10001

Appraiser:
Samuel Levi, MAI, ASA
Starmark Appraisals LLC
35 Carl006Fn Avenue
Lakewood, NJ 08701

Client hereby engages Appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

Rip Van Winkle
10 Rianaldi Boulevard
Poughkeepsie, Dutchess County, NY 12601

PROPERTY TYPE

Low income apartment complex

INTENDED USERS

Client, HUD Contract Administrator

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE

To determine Market Rent for units As Is and market value

TYPE OF VALUE

Market

DATE OF VALUE

TBD

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

TBD

www.starmarkappraisals.com

Office: 732-886-6695 Fax: 732-886-7115 Email: sam@starmarkappraisals.com

DocuSign Envelope ID: 3AE061A0-3C01-48AD-842E-B885AA2D1838

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal

ANTICIPATED SCOPE OF WORK

TBD

Valuation approaches

TBD

Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.

APPRAISAL REPORT

RCS Format: Appraisal

Form or format:

Narrative, In accordance with Chapter 9 of the Section 8 Renewal Policy

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

DELIVERY DATE

March 31st, 2022

DELIVERY METHOD

TBD

NUMBER OF COPIES

PAYMENT TO APPRAISER

\$4,000 – RCS

\$5,500 – APPRAISAL

\$9,500 – TOTAL

(inclusive of travel costs and incidentals):

Fee includes two (2) hours additional time to be spent, as needed, on review and revision requests after submission of final copy to client. Should further work/revisions be needed, time spent will be billed at the hourly rate of \$295. (In most instances, the initial review will be sufficient and additional billing will not be necessary.)

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to

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Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 3 days of the Date of Agreement specified.

GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

By Appraiser:

Samuel Levi, MAI, ASA

2/25/2022

By Client:

DocuSigned by:

CS3D0577FF8A402

(Signature)

(Printed name)

(date)

www.starmarkappraisals.com

Office: 732-886-6695 Fax: 732-886-7115 Email: sam@starmarkappraisals.com

LICENSE

UNIQUE ID NUMBER 45000050930 DUPLICATE LICENSE	State of New York Department of State DIVISION OF LICENSING SERVICES	FOR OFFICE USE ONLY Control No. 1528355
PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.		EFFECTIVE DATE MO. DAY YR. 03 31 22
LEVI SAMUEL C/O STARMARK APPRAISALS LLC 35 CARLTON AVE LAKEWOOD, NJ 08701		EXPIRATION DATE MO. DAY YR. 03 30 24
HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A R. E. GENERAL APPRAISER		
In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed.		ROBERT J. RODRIGUEZ SECRETARY OF STATE
DOS-1098 (Rev. 3/01)		

Professional Qualifications – Samuel Levi, MAI, ASA

Professional Licenses and Certifications

New Jersey State Certified General Real Estate Appraiser –	License #42RG-002225000
New York State Certified General Real Estate Appraiser –	License #46000050930
Pennsylvania Certified General Appraiser -	License #GA003895

Professional Experience

Starmark Appraisals, LLC

Lakewood, New Jersey

Founder and Principal Appraiser specializing in appraisals covering a broad range of residential and commercial property types including income producing and special-purpose properties of varied size and complexity. Assignments include going concern valuations with allocation of goodwill and other non-realty components. Appraisal experience includes the valuation of: retail centers; hotels & motels; industrial warehouse facilities; office buildings; vacant land & residential subdivisions; nursing homes & assisted living facilities; schools, restaurants & houses of worship.

Prior Experience

Tony Kamand Realty

Staff Appraiser

Warthen Appraisals

Staff Appraiser

Expert Witness Testimony

- New Jersey State Tax Court
- New Jersey County Tax Boards: Monmouth, Middlesex, Ocean, Gloucester, Salem, Hudson, Union, Essex Counties

Showcase Assignments

Office

- Woolworth Building – 34 story, 710,000 sf office tower, Manhattan NY
- Cedarbridge Corporate Campus – Lakewood NJ

Multi-Family

- Zion Towers – 268 Unit High-rise - Newark, NJ
- Stonington Brook – 422 units, Lindenwold NJ
- RCS for HUD throughout NJ, PA and DE

Industrial

- Lalor Self Storage, Trenton NJ – 432 units
- James Street, Lakewood NJ – 160,000 SF
- Fairfield Corporate Park (Shoprite Tenant) Howell NJ

Land

- 15 Acres River Road Edgewater, NJ
- 800 Acres (conservation) Cape May County

Retail

- Seagull Square Mall – Lakewood, NJ

Hotels

- Best Western - - Lakewood, NJ
- Williamsburg Hotel (Full Serv), Brooklyn NY

Special Use

Special Use

- Snug Harbor Marina, Cape May
- Westmont Transit Village, Woodridge NJ
- Bell Works, Holmdel NJ
- Green Turtle Sports Bar, N. Brunswick NJ
- Tip Tam Campground, Jackson NJ

Reports Prepared for

- Acquisition and disposal
- Mortgage financing
- Tax appeals
- Condemnation proceedings
- Allocation of minority interest
- Asset management for Internal Revenue reporting
- Estate matters
- Market rent analysis

Clients Served (Partial List)

Banks

- First Commerce Bank
- Harmony Bank
- Bank of Princeton
- New York Community Bank
- Customers Bank
- Republic Bank
- PNC
- Shore Community Bank
- Harvest Community Bank
- New York Community Bank
- Columbia Bank
- Ocean First Bank
- Lakeland Bank
- Victory State Bank
- TD Bank
- Astoria Bank

Attorneys

- Simkowitz & Co.
- Skoloff & Wolfe
- Schneck Law Group
- Horn Law Group
- Levin Shea Pfeffer
- Krass, Snow & Schmutter

Government Clients

- US Department of HUD
- State of NJ
- Township of Old Bridge
- Township of Lakewood
- Township of Brick
- Township of Freehold
- Township of Little Falls
- Township of Paterson
- County of Union

- County of Morris
- Township of Waterford
- City of Paterson
- Boro of Woodland Park

Education

Beth MedrashGavoha

MA - Talmudic Studies

Appraisal Courses Completed:

- Basic Income Capitalization, Appraisal Institute
- General Applications of Income Capitalization, Appraisal Institute
- Apartment Appraisal Concepts, Appraisal Institute
- Defending and attacking an Appraisal in Litigation, Appraisal Institute
- General Principles of Highest & Best Use, Appraisal Institute
- Rates & Ratios, Appraisal Institute
- Evaluating Commercial Construction, Appraisal Institute
- Advanced Income Capitalization, Appraisal Institute
- Advanced Applications, Appraisal Institute
- Advanced Sales Comparison & Cost Approach, Appraisal Institute
- General Report Writing, Appraisal Institute
- Hotel Appraisal Seminar, Appraisal Institute
- The Appraisal of Nursing Facilities, Appraisal Institute
- Land Acquisitions, Appraisal Institute
- Advance Spreadsheet Modeling for Valuation Applications, Appraisal Institute
- Online Business Practices and Ethics, Appraisal Institute
- Yellow Book for Federal Appraisal Guidelines, Appraisal Institute
- Quantitative Analysis, Appraisal Institute

GLOSSARY

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 13th ed. Chicago: Appraisal Institute, 2008. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (Dictionary, 5th Edition)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 5th Edition)

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
 - CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.
 - CAM can refer to all operating expenses.
 - CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee.

2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. The area maintained in common by all tenants, such as parking lots and common passages. The area is often defined in the lease and may or may not include all physical area to be paid for by all tenants. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 5th Edition)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 5th Edition)

Discount Rate

A yield rate used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 5th Edition)

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 5th Edition)

Effective Date

1. The date on which the analyses, opinion, and advice in an appraisal, review, or consulting service apply.
2. In a lease document, the date upon which the lease goes into effect. (Dictionary, 5th Edition)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 5th Edition)

External Obsolescence

An element of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, tenant. (Dictionary, 5th Edition)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2010-2011 ed.) (Dictionary, 5th Edition)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 5th Edition)

Functional Obsolescence

The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 5th Edition)

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards, the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (The Appraisal of Real Estate, 13th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 5th Edition)

Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 5th Edition)

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect

to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary, 5th Edition)

Highest and Best Use of Land or a Site as Though Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (Dictionary, 5th Edition)

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (Dictionary, 5th Edition)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary, 5th Edition)

Market Area

The area associated with a subject property that contains its direct competition. (Dictionary, 5th Edition)

Market Rent

The most probable rent that a property should bring is a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 5th Edition)

Market Value

The major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined.

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.
2. Market value is described in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. (USPAP, 2010-2011 ed.) USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:
 - Identification of the specific property rights to be appraised.
 - Statement of the effective date of the value opinion.
 - Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
 - If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.
3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 - Buyer and seller are typically motivated;
 - Both parties are well informed or well advised, and acting in what they consider their best interests;
 - A reasonable time is allowed for exposure in the open market;
 - Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)
4. The International Valuation Standards Council defines market value for the purpose of international standards as follows: The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently, and without compulsion. (International Valuation Standards, 8th ed., 2007)
 5. Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure of time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 5th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 5th Edition)

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. (Dictionary, 5th Edition)

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary, 5th Edition)

Parking Ratio

A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 5th Edition)

Rentable Area

For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 5th Edition)

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary, 5th Edition)

Scope of Work

The type and extent of research and analyses in an assignment. (Dictionary, 5th Edition)

Stabilized Occupancy

An expression of the expected occupancy of a property in its particular market considering current and forecasted supply and demand, assuming it is priced at market rent. (Dictionary, 5th Edition)

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed and paid for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary, 5th Edition)

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. Often vacancy and collection loss are expressed as a percentage of potential gross income and should reflect the competitive market. Its treatment can differ according to the interest being appraised, property type, capitalization method, and whether the property is at stabilized occupancy. (Dictionary, 5th Edition)

a. Management					
b. Professional					
c. Administrative	8	8	100%	50,149	9,794
d. Hourly Wage Labor			10%		
e. Independent Contractor					
f. Other	Specify:				

(7c) Current Employment at All Other Locations and Facilities Owned in New York State

Identify name, address, number of current employees, and anticipated employment changes at each location	Facility 1	Facility 2	Facility 3
a. Facility Name	N/A		
b. Facility Address	N/A		
c. Number of Current Full Time Employees	N/A		
d. Number of Current Part Time Employees	N/A		
TOTAL CURRENT NUMBER OF EMPLOYEES	N/A		
Indicate for each facility whether employment will be: (i) <u>Unchanged</u> , (ii) <u>Reduced</u> , or (iii) <u>Ceased</u> , after proposed Project is completed and fully operational	N/A		
TOTAL NUMBER OF EMPLOYEES AFTER PROJECT	N/A		

*** Note:**

- o "Real Full-Time" Jobs (RFTs) = Employment position at New York State official minimum wage or greater at 35 or more hours per week on annual payroll for 52 weeks per year.
- o FTEs = Full-Time Equivalents and PTEs = Part-Time Equivalents.
- o Projected number of jobs retained or created in the local labor market area includes both the City of Poughkeepsie and Dutchess County.
- o The Agency may utilize the foregoing employment projections, among other items, to determine the Financial Assistance that will be offered by the Agency to the Applicant.
- o The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to retain and create the number of jobs with respect to the Project as set forth in this Application.
- o By statute, the Agency must Project the number of Full Time Equivalent (FTE) jobs that would be retained and created if the request for Financial Assistance is granted.
- o The Agency will Project such jobs over the two-year time period following Project completion.
- o The Agency converts Part Time Equivalent (PTE) jobs into Full Time Equivalent (FTE) jobs by dividing the number of PTE jobs by 2.

(8) Annual City Revenue Potential — Year 1 (\$)

a. Total Annual Property Taxes (\$)—Same Amount as Indicated in Section III. B. (5)	Unknown – See Exhibit III.B.5
b. Sales Tax (\$)	N/A
c. Other Taxes (\$)	Specify: N/A
d. Fees (\$)	Specify: N/A

TOTAL ANNUAL CITY REVENUE POTENTIAL

(9) Project Timeline — Past or Expected Dates (MM/YY)

a. Property Site Title(s) / Deed(s)	07/23
b. Approvals from all City Departments, Commissions, Boards	06/23
c. Environmental Reports and Approvals (Phase I and SEQRA)	05/23
d. All Financing Finalized and Closed	7/23
e. Construction Contracts Executed	06/23

f. Construction Start	08/23
g. Construction Completion	11/24
h. Certificate of Occupancy	11/24
i. Occupancy and Operation Commencement	N/A
j. Full Occupancy	N/A

(10) Builders and Contractors

List Principal Builder(s) / Contractor(s) below:

TBD

(11) Utility Providers

Identify the entities or companies that will provide the Project's utility services.		
a. Water		City of Poughkeepsie
b. Sewer		City of Poughkeepsie
c. Gas		Central Hudson Gas & Electric
d. Electricity		Central Hudson Gas & Electric
e. Garbage Removal		Royal Carting
f. Other	Specify:	

(12) IDA UTEP Project Evaluation Criteria

For each of the 9 Evaluation Criteria listed below, indicate (with an "X" mark in the right-hand column) which items apply to the proposed Project. See APPENDIX (last 2 pages of this document) for reference.

1. DIRECT PERMANENT FULL-TIME JOBS	
a. High (Over 40)	
b. Moderate (15 – 40)	
c. Low (5 – 14)	X
2. TARGET LOCATION	
a. Main Street Center *	
b. Primary Target Areas **	
c. All Other City Areas	X
3. PROJECT SQUARE FOOTAGE SIZE	
a. Large (Over 50,000)	X
b. Medium (20,000 – 50,000)	
c. Small (5,000 – 19,999)	
4. BUILDING DENSITY (Total Building SQF/Total Lot SQFT)	
a. High (Over 8)	
b. Medium (4.6 – 8)	
c. Low (2 – 4.5)	X
5. AVERAGE ANNUAL INCOME OF NEW PERMANENT JOBS CREATED***	
a. High (Over \$75,000)	
b. Medium (\$50,000 – \$75,000)	
c. Low (\$32,000 – \$49,000)	
6. COMMERCIAL-RESIDENTIAL BUILDING SQUARE FOOTAGE USAGE	
a. Industrial/Commercial (Over 75% Commercial)	
b. Mixed Use (25% – 75% Industrial/Commercial)	
c. Residential (Less Than 25% Industrial/Commercial)	X
7. BUILDING SITE CONDITION	
a. Brownfield with Complications	
b. Abandoned or Blighted Building(s)	
c. Undeveloped Open Vacant Land or Infill	
8. HOUSING AFFORDABILITY ****	
a. High (Over 60% Affordable Units)	X
b. Moderate (35% – 60% Affordable Units)	
c. Low (20% – 34% Affordable Units)	
9. EXISTING STRUCTURE PRESERVATION	
a. Adaptive Reuse	
b. Historic Restoration	
c. All Other Structures	X

* Main Street Center = Main Street Between Market Street and Grand Avenue

** Primary Target Areas Include:

- City Core = Area Between Eastbound Arterial and Westbound Arterial Bordered by Western Arterial and Grand Street, Excluding Main Street Between Market Street and Grand Avenue
- Industrial Zone = Smith Street from Mansion to Salt Point Turnpike; All of Cottage Street; All of Oakley Street; All of Pershing Avenue
- Walkway Area = Washington Street Between Brookside Avenue and Taylor Avenue; Parker Avenue Between Washington Street and Clinton Street

*** Annual Income Minimum = State Minimum Wage at 40 Hours Per Week

**** Affordable Housing = US Federal Department of Housing and Urban Development Definition of Housing Affordability – Defined as 30% of Area Medium Income

Section IV: New York State Legally Required Forms

This section of the Application contains documents that are legally required by New York State. Answer all questions and execute the documents as instructed. Insert electronic scanned copy of all executed signature pages.

- A. Retail Questionnaire**
- B. Municipal Move Determination**
- C. Representations and Indemnifications**
- D. Certification**

A. Retail Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

Retail Usage Compliance

Please answer the following:	Answer (Yes or No)
A) Will any portion of the Project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the Project site? (Yes or No). If “Yes”, answer remaining questions below. If “No”, proceed to Legally Required Form B. Inter-Municipal Move Determination.	N/A
B) What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the Project? %. If the answer is less than 33% do not complete the remainder of the retail determination and proceed to “Inter-Municipal Move Determination” form. Exceptions. If the answer to A) is Yes AND the answer to Question B) is greater than 33.33%, answer the remaining questions 1-5 below.	N/A
1. Will the Project be operated by a not-for-profit corporation? (Yes or No)	N/A
2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region? Yes or No list specific County or ED region) in which the Project will be located	N/A
3. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region (list specific County or ED region) in which the Project will be located? (Yes or No). If “Yes”, please provide a third-party market analysis or other documentation supporting your response in an Exhibit in the “Required Exhibits” section.	N/A
4. Will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York? (Yes or No)	N/A
5. Is the Project located in a Highly Distressed Area? ** (Yes or No)	N/A
If “Yes” to question 4 above, provide explanation below	
The Project is expected to preserve 8 private sector jobs of those who currently work at the property.	
If “Yes” to question 5 above, provide explanation below	
Per the 2020 Census, the Project is located in a Qualified Census Tract.	

* For purposes of Question A, the term “retail sales” means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the “Tax Law”) primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

** Highly Distressed Area for purposes of this section includes (i) an area designed as an economic development zone pursuant to Article 18-B of the General Municipal Law; or (ii) a census tract or block numbering area (or census tract or block numbering area contiguous thereto) which, according to the most recent census data, has (x) a poverty rate of at least 20% for the year in which the data relates, or at least 20% of households receiving public assistance, and (y) an unemployment rate of at least 1.25 times the statewide unemployment rate for the year to which the data relates.

Provide a third-party market analysis or other documentation, supporting Applicant response, in Required Exhibit IV. A.

A. Inter-Municipal Move Determination

A. Relocation or Abandonment of Industrial or Manufacturing Plant

a. Location of Current Operations. List municipality or municipalities where Company has current operations	N/A
b. Will the Project result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state? (Yes or No)	N/A
c. Will the Project result in the abandonment of one or more plants or facilities of the Project occupant located within the state? (Yes or No)	N/A

If Yes to question 2 or 3 above, explain below how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry

B. Relocation or Consolidation

1.a. Does the Project involve relocation or consolidation of a Project occupant from another municipality within New York State? (Yes or No)	N/A
1.b. Does the Project involve relocation or consolidation of a Project occupant from another municipality within City of Poughkeepsie? (Yes or No)	N/A

2. If Yes to either question 1.a. or 1.b. above, please explain below

3. Is the Project reasonably necessary to prevent the Project occupant from moving out of New York State? (Yes or No)

4. If Yes to question 3 above, please explain below and identify out-of-state locations investigated, type of assistance offered and provide supporting documentation in "Required Exhibits"

5. What competitive factors led you to inquire about sites outside of New York State?

***Note:** The Agency is required by state law to make a determination that, if "completion of a Project benefiting from Agency Financial Assistance results in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the Project occupant located within the state." Or in the event that such Project moves intrastate, "The completion of this entire Project will result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the Project occupant located within the State because the Project is reasonably necessary to discourage the Project occupant from removing such other plant or facility to a location outside the State or is reasonably necessary to preserve the competitive position of the Project occupant in its respective industry. Agency Financial Assistance is required to prevent the Project occupant from relocating out of the state, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry.*

Provide Proof of Project Necessity to Prevent Occupant Leaving New York State in Required Exhibit IV. B. B. 4.

B. Representations and Indemnification

David Pearson (name of CEO or other authorized representative of Applicant)
confirms and says that s/he is the

Vice President of (title)

RVW Preservation GP, LLC, the General Partner of RVW Preservation, L.P. (name of corporation or other entity)

named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- i. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- ii. First Consideration for Employment: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- iii. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.
- iv. Employment Reports: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the Project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.

- v. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or Owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the Owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527 -05, and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.
- vi. The Applicant and/or the Owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the Owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.
- vii. Hold Harmless Provision: The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general Counsel and the Agency's bond and special transaction Counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transactions or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by:
 - (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency;
 - (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein;
 - (iii) the provision of financial assistance including the issuance of bonds for the proposed Project; and
 - (iv) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real

property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.

- viii. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this Application.
- ix. By executing and submitting this Application, the Applicant covenants and agrees to pay the fees to the Agency and the Agency's general Counsel and/or the Agency's bond/transaction Counsel as indicated in the Application. The Applicant and Company, if any, are jointly and severally responsible for paying the fees and expenses of the Agency in connection with the Project.
- x. If the Applicant fails to conclude or consummate the necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable proper or requested action, or withdraws, abandons, cancels, or neglects the Application, or if the Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general Counsel and/or the Agency's bond/transaction Counsel.
- xi. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general Counsel and/or the Agency's bond and/or transaction Counsel as expressed in Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- xii. The cost incurred by the Agency and paid by the Applicant, the Agency's general Counsel and/or bond/transaction Counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.
- xiii. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this Application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
- xiv. The Applicant acknowledges that it has been provided with a copy of the Agency's Uniform Tax Exemption Policy including the Agency's Recapture of Benefits Policy (the "Termination and Recapture Policy"). The Applicant covenants and agrees that it fully understands the Uniform Tax Exemption Policy including the Termination and Recapture Policy, acknowledges that the Termination and Recapture Policy is applicable to the Project that is the subject of this Application, and acknowledges that the Agency will implement the Termination and Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.
- xv. The Applicant represents and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project: § 862. Restrictions on funds of the Agency. (1) No funds of the Agency shall be used in respect of any Project if the completion thereof would result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of

the Project occupant located within the state, provided, however, that neither restriction shall apply if the Agency shall determine on the basis of the Application before it that the Project is reasonably necessary to discourage the Project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the Project occupant in its respective industry.

- xvi. The Applicant confirms and acknowledges that the Owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- xvii. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- xviii. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law, in substantial compliance with all the requirements of Chapter 563 of the Laws of 2015 and subdivision (1) of section 862 of the General Municipal Law and certifies, under penalty of perjury, is in substantial compliance with all local, State and Federal tax, worker protection and environmental laws, rules and regulations.
- xix. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its Counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

STATE OF New York)
COUNTY OF Nassau) ss.:
David Pearson (Name)

being first duly sworn, deposes and says:

1. That I am the

Vice President of the GP (Corporate Office) of RVW Preservation, L.P. (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.

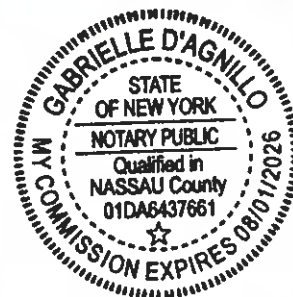
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

3. The reason this verification is made by me and not by the Applicant is because the said Applicant is a corporation, partnership or limited liability company. The grounds of my belief relative to all matters in the said Application which are not stated upon my own personal knowledge are investigations which I have caused to be made concerning the subject matter of this Application as well as information acquired by me in the course of my duties as an officer of and from the books and papers of said corporation, partnership or limited liability company.

[Signature]
(Signature of Officer)

Subscribed and affirmed to me under penalties or perjury
this 8th (day) of March (month), 2023 (year).

Gabrielle D'Agillo
(Notary Public)



Attachments: SEQRA Documents: EAF and, if completed or in process, Municipal approval of:

SEQRA proceedings

Financial Statements (Proforma, Bank Statements, Costs, Financing)

Feasibility study (Appraisal, Marketing Plan, Project Proforma) at Agency request Lessee Responses if applicable

Map of Property

Current Tax Bills

Supporting Information for PILOT Type: None, A, B, C, and D

C. Certification

I certify that I have prepared the responses provided in the Application and Questionnaires.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

The submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency or authority involvement in the Project as well as may lead to other possible enforcement actions.

I affirm **under penalty of perjury** that all statements made in this Application and Questionnaires are true, accurate and complete to the best of my knowledge.

IN WITNESS WHEREOF, the Applicant has duly executed the Application and Questionnaires this

8th (day) of March (month), 2023 (year).

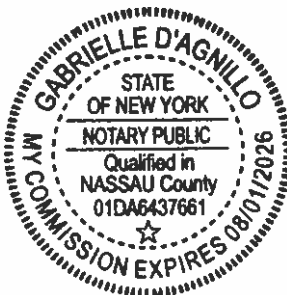
Applicant Signature:



By: RVW Preservation, L.P.

Print Name: David Pearson

Title: Vice President of the General Partner



Notary Public Signature:



EXHIBITS

B. Agency Required Exhibits (ARE)		
ARE Number	Exhibit Name	Page
I. A. (2)	Proof of Company Ownership	11
I. B. (1)	Proof of Property Site Ownership, Contract of Sale, or Lending Commitment(s)	20
I. B. (2)	Other Ownership Entity(ies) Information	23
I. C. (3)	Historic District and Landmark Preservation Commission, Planning Board, Zoning Board of Appeals, Building Department, Phase I Environmental Determination and SEQRA Reports	84
III. A. (1)	Map and/or Survey of Project Site	437
III. A. (2)	Photos of Project Site and All Existing Structures and Features	438
III. A. (3)	Tax Bills for All Existing Properties and Parcels Part of Project Site	449
III. B. (1)	Site Configuration, Map, and Renderings of All Structures and Street Scenes for Finished Project	455
III. B. (2)	Indoor Floor Plans and Outside Schematics Showing Use Type, Unit Rentable or Sellable Floor Area, Unit Non-Rentable or Sellable Floor Area, and Outdoor Schematics Showing Area Size and Placement of Outdoor Features and Structures	455
III. B. (3-4)	Documentation of Approvals or Commitment for all Source of Funds	460
III. B. (5)	Projection of Property Assessment and Annual Taxes for Finished Project from The City of Poughkeepsie Tax Assessor	476
III. B. (6a)	Proforma Annual Financial Projections for Project Income, Cash Flow and Balance Sheet Over 15-Year Period	478
III. B. (6b)	Independent Finished Project Property Market Value Appraisals from all Lenders	479
IV. A.	Third-Party Market Analysis / Documentation Supporting Retail Questionnaire	N/A
IV. B. B. 4	Proof of Project Necessity to Prevent Occupant Leaving New York State	N/A

TABLE and INSERT all Agency Required Exhibits (as electronic or scanned electronic copies within this Application document file, not as separate physical paper attachments to the Application) and insert page numbers (in above tables) corresponding to each Exhibit.

C. Additional Applicant Exhibits (AAE)		
Insert, number and reference in Application any Additional Exhibits with information, documentation, or explanations the Applicant deems useful and/or necessary for accuracy, clarity and/or completeness.		
AAE Number	Exhibit Name	Page
1	Exhibit III.B.1 – Proposed Development Project	448
2		
3		
4		
5		
6		
7		
8		
9		
10		

TABLE and INSERT all Additional Exhibits (as electronic or scanned electronic copies within this Application document file, not as separate physical paper attachments to the Application) and insert page numbers (in above tables) corresponding to each Exhibit.

APPENDIX

Supporting Information for IDA Assistance Determination

A. City of Poughkeepsie, NY Industrial Development Agency Uniform Tax Exemption Policy (UTEP) Project Scoring Criteria

1. DIRECT PERMANENT FULL-TIME JOBS

- a. High (Over 40)
- b. Moderate (15 – 40)
- c. Low (5 – 14)

2. TARGET LOCATION

- a. Main Street Center *
- b. Primary Target Areas **
- c. All Other City Areas

3. PROJECT SQUARE FOOTAGE SIZE

- a. Large (Over 50,000)
- b. Medium (20,000 – 50,000)
- c. Small (5,000 – 19,999)

4. BUILDING DENSITY (Total Building SQF/Total Lot SQFT)

- a. High (Over 8)
- b. Medium (4.6 – 8)
- c. Low (2 – 4.5)

5. AVERAGE ANNUAL INCOME OF NEW PERMANENT JOBS CREATED ***

- a. High (Over \$75,000)
- b. Medium (\$50,000 – \$75,000)
- c. Low (\$32,000 – \$49,000)

6. COMMERCIAL-RESIDENTIAL BUILDING SQUARE FOOTAGE USAGE

- a. Industrial/Commercial (Over 75% Commercial)
- b. Mixed Use (25% – 75% Industrial/Commercial)
- c. Residential (Less Than 25% Industrial/Commercial)

7. BUILDING SITE CONDITION

- a. Brownfield with Complications
- b. Abandoned or Blighted Building(s)
- c. Undeveloped Open Vacant Land or Infill

8. HOUSING AFFORDABILITY ****

- a. High (Over 60% Affordable Units)
- b. Moderate (35% – 60% Affordable Units)
- c. Low (20% – 34% Affordable Units)

9. EXISTING STRUCTURE PRESERVATION

- a. Adaptive Reuse
- b. Historic Restoration
- c. All Other Structures

* Main Street Center = Main Street Between Market Street and Grand Avenue

** Primary Target Areas Include:

- City Core = Area Between Eastbound Arterial and Westbound Arterial Bordered by Western Arterial and Grand Street, Excluding Main Street Between Market Street and Grand Avenue
- Industrial Zone = Smith Street from Mansion to Salt Point Turnpike; All of Cottage Street; All of Oakley Street; All of Pershing Avenue
- Walkway Area = Washington Street Between Brookside Avenue and Taylor Avenue; Parker Avenue Between Washington Street and Clinton Street

*** Annual Income Minimum = State Minimum Wage at 40 Hours Per Week

**** Affordable Housing = US Federal Department of Housing and Urban Development Definition of Housing Affordability – Defined as 30% of Area Medium Income.

**B. City of Poughkeepsie, NY Industrial Development Agency
UTEP Payment In Lieu of Taxes (PILOT) Tax Exemption Schedules**

**City of Poughkeepsie, NY
IDA Real Property Tax UTEP Schedules for
Percent Tax Exemption of Annual Incremental Tax Increase Amount for
Completed Improved Property**

Standard UTEP Tax Exemption Schedule Eligibility	
Tax Exemption Schedules*	Corresponding Project Score Ranges
D	100—85
C	84—65
B	64—45
A	44—35
None	34—0

Standard UTEP Tax Exemption Schedules for Annual Exemptions (%) on Incremental New Taxes					
Year	D	C	B	A	None
1	95	100	70	20	0
2	90	100	60	20	0
3	85	85	50	20	0
4	80	75	40	20	0
5	75	65	30	20	0
6	70	55	10	0	0
7	65	45	10	0	0
8	60	35	10	0	0
9	55	25	10	0	0
10	50	15	10	0	0
11	45	0	0	0	0
12	40	0	0	0	0
13	35	0	0	0	0
14	30	0	0	0	0
15	25	0	0	0	0
16	0	0	0	0	0
17	0	0	0	0	0
18	0	0	0	0	0
19	0	0	0	0	0
20	0	0	0	0	0

* Note: The Agency retains the right, in its sole discretion, to determine and provide Assistance that deviates from the Agency's Standard PILOT in terms, amount, duration, and timing.