



COMMON COUNCIL MEETING

Tuesday, December 2, 2025
Common Council Chambers

6:30 p.m.

I. ROLL CALL

II. REVIEW OF MINUTES:

1. **Common Council Public Hearing of November 18, 2025 - 2026 Budget**
2. **Common Council Public Hearing of November 18, 2025 - Senior Tax Exemption (Co-ops)**
3. **Common Council Meeting of November 18, 2025**

III. READING OF ITEMS by the City Chamberlain of any items not listed on the printed agenda.

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

1. **FROM REALISTIC SHAQUEEN DERELLO**, a notice of claim for injuries sustained on May 17, 2025
2. **FROM BLACK MARKET CANNA CO, LLC**, a notice of intent to renew license to operate a cannabis dispensary.

V. PUBLIC PARTICIPATION: Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda item.

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS

VII. REPORTS OF COMMITTEES AND BOARDS: NONE

CONSENT AGENDA:

VIII. MOTIONS AND RESOLUTIONS:

1. **R-25-83**, Resolution Appointing Kenneth Stickle to the Board of Assessment Review

2. **R-25-84**, Resolution Approving Application for the Rezoning of the Vacant 9-Acre Parcel on Milton Street from an RNA District to an RND District

IX. ORDINANCES AND LOCAL LAWS:

1. **L-25-06**, Local Law to Override the Tax Levy Limit Established in General Municipal Law § 3-C

ACTION AGENDA:

X. MOTIONS AND RESOLUTIONS:

1. **R-25-85**, Resolution Proclaiming Monday December 15, 2025 “First Amendment Day” in the City of Poughkeepsie

XI. ORDINANCES AND LOCAL LAWS:

XII. MAYOR’S COMMENTS:

XIII. CHAIRMAN’S COMMENTS AND PRESENTATIONS:

XIV. ADJOURNMENT:



The City of Poughkeepsie New York

Common Council Public Hearing Meeting Minutes

Tuesday, November 18, 2025

5:30 PM

Common Council Chambers

I WELCOME:

Welcome to the scheduled Public Hearing of the City of Poughkeepsie Common Council. The date is Tuesday, November 18, 2025 and the time is 5:34pm. This Public Hearing is for the purpose of receiving comments on the 2026 Proposed Budget for the City of Poughkeepsie.

II ROLL CALL

7 Present, 2 Absent (3rd Ward Councilmember Terricienna Brown, 8th Ward Councilmember Sakima McClinton)

III PUBLIC PARTICIPATION:

Five (5) minutes per person of public comment on the 2026 Proposed Budget

Ken Levinson- 24 Garfield St
Alex Pyle- 45 S. Clinton St
Michael Bosa- 110 Mill Street
Laurie Sadow- S Grand Ave *
Daniel Atonna- 116 College Ave
Marta Knapp- S Clinton Street

***Submitted written comments for the official record**

IV ADJOURNMENT:

At 5:58pm a motion to close the public hearing was made by 7th Ward Council Member Patterson Thompson and seconded by 6th Ward Council Member Grant.

Dated: November 20, 2025

I hereby certify that this is a true and correct copy of the Minutes of the Common Council Public Hearing held on Tuesday, November 18, 2025.

**Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain**



PUBLIC HEARING MEETING AGENDA

Tuesday, November 18, 2025

5:30 PM

Common Council Chambers

City of Poughkeepsie Common Council Public Hearing;

NOTICE IS HEREBY GIVEN that pursuant to the Charter and Codes of the City of Poughkeepsie, one Common Council Public Hearing will be held on **Tuesday, November 18, 2025 at 5:30 pm** respectively, in the Common Council Chambers, 3rd Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, NY for the purpose of receiving comments on:

Proposed 2026 City of Poughkeepsie Budget

<https://cityofpoughkeepsie.com/DocumentCenter/View/4307/2026-Preliminary-Budget?bidId=>

- I.** Welcome
- II.** Roll Call
- III.** Public Participation
- IV.** Adjournment:

**RESOLUTION
(R-25-79)**

**INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS SHOOK,
PATTERSON THOMPSON, HENRY, BROWN, JAMES AND GRANT**

WHEREAS, the Common Council has received the Mayor's proposed 2026 budget for the City of Poughkeepsie and the budget message from the Mayor; and

WHEREAS, the City of Poughkeepsie Administrative Code section 14.04 requires that upon such receipt, the Common Council shall set a public hearing thereon, giving the public notice of at least ten (10) days in the official newspaper; and

WHEREAS, the Common Council of the City of Poughkeepsie is desirous of setting such public hearing; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie shall hold a public hearing to receive comment from the public concerning the proposed 2026 budget on **Tuesday, November 18, 2025 at 5:30 pm** in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York and the Chamberlain is hereby directed to publish proper notice of the above hearing.

SECONDED BY COUNCILMEMBER _____.



BUDGET MESSAGE

October 15, 2025

Homestead tax rate decreases 3.2824% to \$10.466101 per \$1,000 of assessed value, and non-homestead rate increases 3.1791% to \$14.351292 per \$1,000 of assessed value.

Dear Honorable Members of the Common Council, taxpayers, residents, local business owners, non-profits, faith-based organizations, and all other stakeholders:

Pursuant to Article XIV of the Administrative Code, I hereby submit the 2026 Preliminary Budget for the Common Council's deliberation and action. This budget continues to prioritize balanced and thoughtful decision-making as we continue to restore the fiscal credibility of our City. In doing so, my Administration has built upon the balanced approach to improving service delivery and investing in critical infrastructure, while implementing critical steps to further reinforce our overall fiscal health.

With a proposed total appropriation of \$115,245,651 and a General Fund appropriation of \$73,746,871, I once again propose an on-time budget that presents the most accurate estimates of revenues and expenses for the coming year.

Assessments and Property Valuations

As noted above, the homestead tax rate decreased 3.2824 %, while the non-homestead rate increased 3.1791%. For perspective, the final homestead rate in 2024 was calculated on the taxable value of \$1,834,931,055 with an Adjusted Base Proportion (ABP) of 62.73599%. By contrast, the 2025 rate was \$2,038,165,678 with an ABP of 62.41237%. The final figures in the proposed budget are the result of the taxable value going up and the ABP going down, resulting in a tax cap breakage of 5.99%, with an overall tax levy increase of 7.99%.

Overall Fiscal Health

This past year continued the trend of my Administration to not only eliminate the General Fund deficit but in doing so lay the groundwork for continued prosperity moving forward. As such, I am pleased to report that the general fund balance reported in our final draft audit findings remains positive at \$2,650,989. In addition, the City continued to reinforce our recently restored

investment-grade bond ratings with both Moody's (now Baa3) and Standard and Poor's (now BBB+), both of which continue to make note of a positive outlook on our fiscal future.

Service and Utility Costs

While the composite fund balance, which includes General, Water, Sewer, and Sanitation, is now positive, one fund (Sanitation) remains in deficit condition (negative \$2,894,305). We will continue to mitigate deficient build-ups, as the proposed budget calls for increases to two of the three enterprise funds. The water rates will be shifting quarterly from \$5.94 to \$7.13 for your average homeowner, with a comparable increase for Sanitation in the range of \$10 per quarter for your average single-family home.

While these increases are not ideal, they position our City for continued growth and reinforce the elimination of our financial strain, as illustrated in the New York State Comptroller's fiscal stress monitoring system. Combined with credit ratings, fiscal stress scoring helps to attract investment while lowering costs when we go out to bond for capital projects. As a cautionary note, the City remains on a positive trajectory, but we must continue grow an adequate fund balance to further reinforce the collaborative progress achieved over the last several years.

Offsetting Revenues and Infrastructure

The long-term result of the sales tax agreement with the County rebalances the distribution of collected state sales taxes under a much more equitable formula for the coming year. This is already showing quantifiable positive results and recognizes the City's special role as the seat of County Government, home to many otherwise non-taxable government properties.

Our grant seeking continues to bear positive results, with unprecedented awards totaling nearly \$50M secured in 2025 alone. These funds are earmarked to spur increased development across the City while improving our infrastructure both above and below ground. The overall cost of the many infrastructure projects accounted for in the budget remains increasingly high. However, the completion of such will provide us with the priceless benefit of mitigating a wide range of health and safety concerns impacting our City.

Further reinforcing the overall well-being of our residents, businesses, and visitors alike, the proposed budget also calls for the implementation of a city-wide speed limit reduction, reinforced by increased enforcement mechanisms that will not only save costs but also more significantly boost revenue. Once implemented, our comprehensive speed camera enforcement program will supplement mechanisms already established while laying the solid foundation for annual revenue growth moving forward.

The Need to Exceed the New York State Tax Cap

As reported by the State Comptroller, the last several years have yielded historically high inflation rates that continue to negatively impact our economy. Thankfully, this breakage does not account for increases to the homestead rate; nevertheless, an increase to the overall levy was needed at this time.

Over the course of my first term as Mayor, our City has diligently worked to further reinforce the considerable progress we have collaboratively made with regard to our overall fiscal health. In doing so, we eliminated the General Fund deficit and championed new financial policies that have won the support of the Common Council while sharply curtailing borrowing and spending across the board.

Still, with inflation skyrocketing, and must pay expenses increasing even faster, it is simply impossible to stay below the tax cap. The chief drivers causing us to exceed the tax cap include an annual increase by more than \$2M to non-discretionary 'must-pays' that are not directly controlled by the City. Expenses along these lines include increases to healthcare costs and mandatory pension contributions, along with a significant rise in the cost of Workers' Compensation benefits.

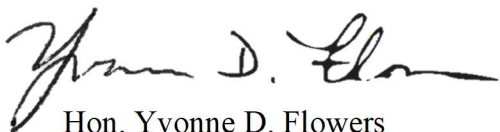
Summary

In closing, I am pleased to report that we have once again crafted a structurally balanced budget despite astronomical increases in non-discretionary expenses. I thank all of the City staff who worked tirelessly to achieve this goal. The result is a fiscally responsible budget that accomplishes key objectives while maintaining flexibility in anticipation of easing inflation amidst uncertain times.

The major cause of the fiscal deterioration of the City during the years 2008-2015 was poor budgeting. Moreover, there was an unwillingness to raise taxes to pay today's bills. The "kick the can" approach to problem-solving invariably embraced a near-sighted vision, resulting in unnecessary and avoidable higher long-term costs due to increased borrowing, unreasonable levels of deferred maintenance, and other objections to do today's work - today.

Therefore, I urge my colleagues on the Common Council and our citizens to choose this moment of inflection represented by a difficult budget, to continue our momentum, and to be steadfast in our shared goal of continuing to build a thriving and welcoming City for all of our residents, businesses and visitors alike.

Thank You and God Bless the Great City of Poughkeepsie!

A handwritten signature in black ink, appearing to read "Yvonne D. Flowers". The signature is fluid and cursive, with the first name being the most prominent.

Hon. Yvonne D. Flowers
Mayor, City of Poughkeepsie

2026 BUDGET PRESENTATION

NOVEMBER 3, 2025

Joseph Vita

Interim Commissioner of Finance



Property Tax Cap Override

Increase Above the 2% Tax Cap	Increase in Revenue Due to Breaking the Tax Cap	Total Increase in Property Tax Revenue
5.99% Over	\$ 1,881,644	\$ 2,507,074

Total 7.99%

- New Homestead tax rate of \$10.466101/ \$1,000 would decrease annual costs to a homeowner with a \$300K valuation by ~\$108.
- New Non-Homestead tax rate \$14.351292/ \$1,000.

Utility Rates

Utility	2022 Rate	2022 % Growth	2023 Rate	2023 % Growth	2024 Rate	2024 % Growth	2025 Rate	2025 % Growth	2026 Rate	2026 % Growth
Water Rates	\$ 4.86	3.4%	\$ 5.10	4.9%	\$ 5.65	10.8%	\$ 5.94	5.1%	\$ 7.13	20%
Sewer Rates	\$ 4.34	3.3%	\$ 4.55	4.8%	\$ 4.65	2.2%	\$ 4.88	0%	\$ 4.88	0%
Sanitation Fees	No Change	0%	No Change	0%	No Change	0%	~\$581/year	21%	~\$620/year	6.7%

- Combined water, sanitation, and property tax rate changes would save the median \$300K homeowner ~\$36/year, or \$3/month.

Significant Must-Pay Increases in General Fund

Description	2025 Budget	2026 Budget
PFRS Retirement	\$ 5,747,461	\$ 6,500,505
ERS Retirement	\$ 1,312,413	\$ 1,501,194
Health Insurance	\$ 11,634,120	\$ 12,354,915
Workers' Compensation	\$ 505,655	\$ 971,460
Insurance- Unallocated	\$ 550,000	\$ 785,000

- Excluding annual pay raises and the impact of collective bargaining negotiations, these five “must-pays”/benefits account for a **\$2.36M** increase in YOY costs to the General Fund.

Overall Fiscal Health

- **Credit Ratings**
 - **Maintaining Investment Grades of Moody's (Baa3), S&P (BBB+) – Low Investment Grade**
- **Sanitation Fund Independence**
 - **The 2026 Preliminary Budget presents the first time the Sanitation Fund operates without support from the General Fund in many years (w/o an interfund transfer)**
- **Key Fund Balances to Focus On**
 - **General Fund: \$2.65M**
 - **Sanitation Fund: **\$-2.89M****



The City of Poughkeepsie New York

Common Council Public Hearing Meeting Minutes

Tuesday, November 18, 2025

6:15 PM

Common Council Chambers

I WELCOME:

Welcome to the scheduled Public Hearing of the City of Poughkeepsie Common Council. The date is Tuesday, November 18, 2025 and the time is 6:16pm. This Public Hearing is for the purpose of receiving comments on amending Section 14.35 (E) of the Administrative Code of the City of Poughkeepsie Entitled " Taxes-Partial Exemption Granted; Conditions" to clearly articulate that Co-Operative Corporations are considered "Real Property" for Tax Exemption purposes.

II ROLL CALL

7 Present, 2 Absent (3rd Ward Council Member Terricena Brown- excused, 8th Ward Councilmember Sakima McClinton - excused)

III PUBLIC PARTICIPATION:

Five (5) minutes per person of public comment on the agenda item only.

Marta Knapp- 10 S Clinton
Laurie Sandow- S Grand Ave*
Daniel Atonna- 116 College Ave

***Submitted written comments for the official record**

IV ADJOURNMENT:

At 6:27pm a motion to close the public hearing was made by 7th Ward Council Member Patterson Thompson and seconded by 4th Ward Council Member Shook.

Dated: November 20, 2025

I hereby certify that this is a true and correct copy of the Minutes of the Common Council Public Hearing held on Tuesday, November 18, 2025.

**Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain**



PUBLIC HEARING MEETING AGENDA

Tuesday, November 18, 2025

6:15 PM

Common Council Chambers

City of Poughkeepsie Common Council Public Hearing;

NOTICE IS HEREBY GIVEN that pursuant to the Charter and Codes of the City of Poughkeepsie, one Common Council Public Hearing will be held on **Tuesday, November 18, 2025 at 6:15 pm** respectively, in the Common Council Chambers, 3rd Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, NY for the purpose of receiving comments on:

Resolution Introducing Local Law Amending Section 14.35(E) Of the Administrative Code of the City Of Poughkeepsie Entitled “Taxes – Partial Exemption Granted; Conditions” to Clearly Articulate that Co-Operative Corporations are Considered “Real Property” for Tax Exemption Purposes

- I.** Welcome
- II.** Roll Call
- III.** Public Participation
- IV.** Adjournment:

**RESOLUTION
(R-25-80)**

RESOLUTION INTRODUCING LOCAL LAW AMENDING SECTION 14.35(e) OF THE ADMINISTRATIVE CODE OF THE CITY OF POUGHKEEPSIE ENTITLED “TAXES – PARTIAL EXEMPTION GRANTED; CONDITIONS” TO CLEARLY ARTICULATE THAT CO-OPERATIVE CORPORATIONS ARE CONSIDERED “REAL PROPERTY” FOR TAX EXEMPTION PURPOSES

INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS SHOOK, MENIST, BROWN, JAMES AND GRANT :

BE IT RESOLVED that an introductory Local Law entitled, “LOCAL LAW AMENDING SECTION 14.35(e) OF THE ADMINISTRATIVE CODE OF THE CITY OF POUGHKEEPSIE ENTITLED “TAXES – PARTIAL EXEMPTION GRANTED; CONDITIONS” TO CLEARLY ARTICULATE THAT CO-OPERATIVE CORPRATIONS ARE CONSIDERED “REAL PROEPRTY” FOR TAX EXEMPTION PURPOSES” be and hereby is introduced before the Common Council of the City of Poughkeepsie in the County of Dutchess and State of New York; and

BE IT FURTHER RESOLVED that copies of the aforesaid proposed local law are laid upon the desk of each member of the Council; and

BE IT FURTHER RESOLVED that the Council shall hold a public hearing on said proposed local law to receive comment from the public on Tuesday, November 3, 2025 at 6:15 pm in the Common Council Chambers, Third Floor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York;

BE IT FURTHER RESOLVED that the Clerk publish or cause to be published a public notice in the official newspaper of the City of Poughkeepsie of said public hearing at least five (5) days prior thereto.

SECONDED BY COUNCILMEMBER _____ .

LOCAL LAW AMENDING SECTION 14.35(e) OF THE ADMINISTRATIVE CODE OF THE CITY
OF POUGHKEEPSIE ENTITLED “TAXES – PARTIAL EXEMPTION GRANTED;
CONDITIONS” TO CLEARLY ARTICULATE THAT CO-
OPERATIVE CORPORATIONS ARE CONSIDERED “REAL
PROEPRTY” FOR TAX EXEMPTION PURPOSES

(LL-25-XX)

**INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBERS SHOOK, MENIST, BROWN,
JAMES AND GRANT :**

SECTION 1. BE IT ENACTED, by the Common Council of the City of Poughkeepsie, a local law
amending Chapter 14.35 of the Administrative Code of the City of Poughkeepsie entitled Taxes – Partial
Exemption Granted; Conditions, to provide as follows:

~~STRIKETHROUGH-INDICATES DELETION~~
BOLD and UNDERLINE INDICATES ADDED LANGUAGE

Section 14.35 **Taxes — partial exemption granted; conditions.**

(e) (i) The property must be used exclusively for residential purposes, be occupied in whole or in part by
the owners, and constitute the legal residence of the owners.

(ii) For the purpose of this section, “real property” includes apartments in co-operative corporations
and the tenant-stockholders thereof are eligible to apply for a partial tax exemption under this section.

SECTION 2. This Local Law shall take effect immediately upon filing with the New York State Secretary of
State.

SECONDED BY COUNCILMEMBER _____:



The City of Poughkeepsie New York

Common Council Meeting Minutes

Tuesday, November 18, 2025

6:30 PM

Common Council Chambers

**Welcome to the regularly scheduled Meeting of the City of Poughkeepsie
Common Council the date is November 18, 2025, and the time is 6:30pm**

I. ROLL CALL

7 Present, 2 Absent (3rd Ward Council Member Terriciena Brown, 8th Ward Councilmember Sakima McClinton)

II. REVIEW OF MINUTES

A motion to Approve was made by 6th Ward Council Member Grant and seconded by 4th Ward Council Member Shook.

PH Minutes and CCM Minutes of November 3, 2025- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson
No/Nay:	None
Abstain:	None
Absent:	3rd Ward Council Member Brown, 8th Ward Councilmember McClinton
Result:	Passed

1. Common Council Public Hearing Minutes of November 3, 2025 - Override Tax Levy
2. Common Council Meeting Minutes of November 3, 2025

III. READING OF ITEMS by the City Chamberlain of any resolutions not listed on the printed agenda

IV. PRESENTATIONS OF PETITIONS AND COMMUNICATIONS:

A motion to Defer to Corporation Counsel was made by 2nd Ward Councilmember Menist and seconded by 6th Ward Council Member Grant.

Motion to Defer Items 1 - 6 to Corporation Counsel- VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson
No/Nay:	None
Abstain:	None
Absent:	3rd Ward Council Member Brown, 8th Ward Councilmember McClinton
Result:	Passed

1. **FROM BRADFORD CURRIER**, a notice of claim for personal injury sustained on August 31, 2025
2. **FROM JACQUELINE ROMAN**, a notice of claim for personal injury sustained on September 8, 2025
3. **FROM EBONY COLEMAN**, a notice of claim for personal injury sustained on August 22, 2025
4. **FROM CYNTHIA MARCINELLI**, a notice of claim for personal injury sustained on September 5, 2025
5. **FROM GOLD FORK VENTURES, INC.**, a 30-Day Advance Notice of New York State liquor license application
6. **FROM QUEEN CITY LOUNGE**, a 30-Day Advance Notice of New York State liquor license application

V. PUBLIC PARTICIPATION:

Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda item.

Suprina Troche- 3 Delafield St
Doug Nobiletti
Laurie Sandow- S. Grand Ave*
Laurel Spuhler- Parkwood Blvd
Esther Wood- South Ave

***Submitted written comments for the official record**

VI. NEW & UNFINISHED BUSINESS & ANNOUNCEMENTS:

VII. REPORTS OF COMMITTEES AND BOARDS:

VIII. CONSENT AGENDA: MOTIONS AND RESOLUTIONS:

A motion to Approve was made by 2nd Ward Councilmember Menist and seconded by 6th Ward Council Member Grant.

Motion to Approve the Consent Agenda - VOICE VOTE	
Yes/Aye:	1st Ward Council Member Henry, 2nd Ward Councilmember Menist, 5th Ward Council Member James, 6th Ward Council Member Grant, 7th Ward Council Member Patterson Thompson, 4th Ward Council Member Shook, Council Member At-Large Wilson
No/Nay:	None
Abstain:	None
Absent:	3rd Ward Council Member Brown, 8th Ward Councilmember McClinton
Result:	Passed

1. **R-25-81**, Resolution Approving Lease Agreement with Option to Purchase at 232 Hooker Avenue

RESOLUTION

(R-25-81)

SPONSORED BY: CHAIRMAN WILSON, COUNCILMEMBERS SHOOK, HENRY, BROWN, JAMES AND MCCLINTON

WHEREAS, on August 5, 2025, the City’s Hooker Avenue Firehouse (the “Firehouse”) suffered damage of the second floor due to a fire, resulting in the displacement of firefighters assigned to that firehouse; and

WHEREAS, the firefighters currently assigned to this Firehouse are stationed at the Firehouse during the day, but spend their evenings at 505 Main Street;

WHEREAS, around the same time, Marshall & Sterling (M&S) decided to vacate the building they own at 232 Hooker Avenue, Poughkeepsie, New York (the “Property”) located on the property immediately next door to the Firehouse and including the parking lot located behind the Firehouse; and

WHEREAS, the City and M&S have discussed entering into a lease agreement with the option to purchase the Property; and

WHEREAS, leasing this Property will allow for sleeping, kitchen and showering spaces for the firefighters assigned to this Firehouse; and

WHEREAS, the Property has the potential for additional City uses including offices and meeting rooms; and

WHEREAS, M&S has agreed that the full \$5,000 monthly lease payments will be credited toward the purchase price should the City exercise the option to purchase as set forth in the Lease Agreement with Option, annexed hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Administrator are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution including but not limited to the execution of the attached Lease Agreement with Option.

NET LEASE AGREEMENT

THIS NET LEASE AGREEMENT (“Agreement”) made as of the ____ day of November 2025 (the “Effective Date”) by and between **MARSHALL & STERLING REALTY LLC**, a New York limited liability company (“Landlord”), and the **CITY OF POUGHKEEPSIE**, a municipal Corporation with an address at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York (“Tenant”).

W I T N E S S E T H:

WHEREAS, Landlord is the record owner of fee simple title to that certain parcel of real property located at 232 Hooker Avenue, Poughkeepsie in Dutchess County, New York described in Exhibit “A” attached hereto and made a part hereof (the “Land”), upon which there exists a building (the “Building”) and related amenities, facilities, improvements and appurtenances thereto, including but not limited to parking facilities (collectively, the “Improvements”);and

WHEREAS, Tenant desires to lease from Landlord, and Landlord has agreed to lease to Tenant, all of the Land and Improvements (together the “Demised Premises” or “Premises”), upon the terms and conditions set forth herein; and

WHEREAS, Tenant, for itself or an affiliated entity, desires to maintain an option to purchase the Land, Building and all Improvements on terms set forth in Exhibit B which allocates a portion of the funds paid under this Agreement to the purchase agreement;

NOW, THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, and the mutual and reciprocal obligations undertaken herein, the parties hereby agree as follows:

1. Demise. For and in consideration of the Base Rent and Additional Rent herein reserved and required to be paid and of the mutual covenants, promises and agreements herein contained, Landlord hereby demises, lets and leases unto Tenant, and Tenant hereby leases and lets from Landlord, the entire Demised Premises, upon the terms and conditions hereinafter set forth, subject only to Landlord’s temporary reservation of the right to continue the use of the basement area of the building for a period of 120 days commencing on the Commencement Date.

2. Quiet Enjoyment. Landlord hereby warrants that so long as Tenant keeps and performs the terms and conditions herein contained by Tenant to be kept and performed, Tenant shall have quiet, continuous and undisturbed possession of the Demised Premises, free from the claims of Landlord, except as reserved herein, and all persons claiming under, by, or through Landlord.

3. Term.

(a) The initial term of this Lease shall begin on the date of November 15, 2025 (“Commencement Date”) and shall end twelve (12) months after the Commencement Date, (also the “**Rent Commencement Date**”). The initial term of the Lease, as set forth above, is sometimes

hereinafter referred to as the “**Initial Term**”, and the Initial Term, as the same may be extended in accordance with the provisions hereof, is sometimes hereinafter referred to as the “**Term**”. For purposes of this Lease, the term “**Lease Year**” shall mean each consecutive period of twelve (12) calendar months, commencing on the first day of the calendar month immediately following the month in which the Commencement Date occurs (unless the Commencement Date occurs on the first day of a month, in which event the first Lease Year shall commence on the Commencement Date) and on each anniversary of such day thereafter.

(b) Notwithstanding anything herein to the contrary, and provided that Tenant is not in default hereunder, Tenant shall have the right to extend this Lease for a period of six (6) months, by delivering written notice to Landlord no later than the later of 5:00 p.m. on May 31, 2026 or prior to expiration of the Initial Term, with such extension on the same Terms as set forth in this Lease Agreement.

(c) EVIDENCE OF TITLE. Upon execution of this Agreement, Landlord shall deliver to Tenant, any title information in Landlord’s possession or control. Tenant may order a Title Commitment from the Title Company of Tenant’s choice, (hereinafter sometimes referred to as “Title Agent”), a commitment for title insurance agreeing to issue to Tenant either a leasehold policy, or, if Tenant exercises the option separately granted hereunder, upon recording of the deed to Tenant, a fee owner’s policy of title insurance in the amount of the Purchase Price insuring the title of Tenant to the Premises, subject only to the Permitted Exceptions (as hereinafter defined) and the so-called “Standard Exceptions” contained on the inside jacket cover of the standard ALTA Form B of commitment. Said commitment shall provide that said Standard Exceptions will be deleted upon furnishing to Title Agent a lien, possession and encumbrance affidavit in the customary form. If Tenant is not satisfied with the results of the title commitment, Tenant may as a matter of right, terminate this Agreement by written notice to Landlord at any time prior to the end of the Initial Term, and the parties shall be relieved of further liability for performing hereunder.

4. Base Rent. Tenant shall pay to Landlord in equal monthly installments, in advance (together with all sales tax or other similar tax or levy thereon) beginning on the Rent Commencement Date, base rent in the amount of SIXTY THOUSAND and no/100 Dollars (\$60,000.00) annual rent or Five Thousand and 00/100 Dollars (\$5,000.00) monthly rent (“**Base Rent**”).

Each monthly payment of Base Rent shall be due on the first day of each and every month during the Term hereof without notice or demand or any right of set-off, except as otherwise set forth herein. In the event the Rent Commencement Date shall be a day other than the first day of a month, the Base Rent payable hereunder for the first month of the Initial Term shall be prorated, and Tenant shall pay to Landlord on the Rent Commencement Date the prorated rent for that month plus the first full Base Rent installment. All said sums, all sums hereinafter denominated Additional Rent, and all other sums provided in this Lease to be paid by Tenant, constitute rent under this Lease. Tenant shall pay to Landlord a sum equal to five percent (5%) of any such payment which is not paid within ten (10) business days after the date the same is due to compensate Landlord for the increased cost and expense which Landlord and Tenant agree Landlord will incur in administering

such late payments. Landlord reserves the right, but shall have no obligation, to pay any monies due by Tenant for utilities, taxes, insurance or by virtue of any other covenants of this Lease if the same shall not be paid promptly when due and remains unpaid ten (10) days after written notice from Landlord to Tenant of Landlord's intention to so pay the same on behalf of Tenant, and said sums so paid by Landlord shall be due immediately upon payment, in addition to 10% interest on the amount advanced by Landlord without notice or demand, and shall constitute Additional Rent under this Lease.

5. Security Deposit. Within three (3) business days after the execution of this Lease, a security deposit in the amount of \$00.00 shall be delivered to Landlord, to be held by Landlord's attorneys in the attorney escrow account, as security for the payment by Tenant of the rents herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms and covenants of this Lease. It is agreed that Landlord, at Landlord's option, may at any time apply said sum or any part thereof towards the payment of rents and all other sums payable by Tenant under this Lease, and towards the performance of each and every of Tenant's covenants under this Lease after Notice to Tenant providing ten (10) days to cure or dispute any such obligation, but such covenants and Tenant's liability under this Lease shall not thereby be discharged; that Tenant shall remain liable for any amounts that such sum shall be insufficient to pay; that Landlord may exhaust any or all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require the Landlord so to do: that, in the event such deposit shall not be utilized for any such purposes, then such deposit shall be returned by Landlord to Tenant within 60 days after the expiration of the Term of this Lease. Landlord shall pay Tenant interest on said security deposit at the rate generally available at Landlord's attorney's depository bank.

6. Condition. Tenant expressly acknowledges that the Premises are being leased to Tenant in their "AS-IS, WHERE IS" condition, "WITH ALL FAULTS", that, except as expressly set forth herein, Landlord makes no representations or warranties whatsoever as to any aspect of the Premises, including, without limitation, its compliance with any particular codes or ordinances or its suitability for Tenant's permitted use hereunder, and that it shall be entirely incumbent upon Tenant to satisfy itself as to the condition of the Premises prior to the Commencement Date. If Tenant does not terminate this Lease prior to the Commencement Date, Tenant shall have accepted the Premises and Landlord shall have no further obligations with respect to the Premises except as specifically set forth herein. Nonetheless, Landlord agrees to assign to Tenant any warranties that are assignable for the improvements and apparatus installed at the Demised Premises.

7. Permitted Use. Until the Commencement Date, Tenant shall not be entitled to exclusive possession of the Demised Premises, and shall be entitled solely to undertake its due diligence investigations of the Demised Premises until the Commencement Date. From and after the Commencement Date, Tenant shall not use the Demised Premises for any purpose other than City Offices, firefighter overnight accommodations and related uses without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. Tenant shall not use or occupy the Demised Premises, or knowingly permit it to be used or occupied, (i) in any manner contrary to any statute, rule, order, ordinance, requirement or regulation of any governmental agency applicable thereto, or (ii) in any manner which would violate any certificate of occupancy affecting the same, or (iii) in any manner which would make void or voidable any insurance then in force with respect thereto, or (iv) in any manner which would make it impossible to obtain fire or other insurance thereon required to be furnished hereunder by Tenant. In addition, Tenant shall not use

or occupy the Demised Premises for any adult oriented businesses, including, without limitation, escort services, private modeling, uncertified massage services, drug/alcohol counseling services, tattoo and body piercing, adult entertainment establishment, strip club, adult movie theater or video store, or adult paraphernalia stores as defined by the applicable zoning codes. For the purposes hereof, “adult entertainment establishments,” “adult movie theaters,” “adult video stores,” “strip clubs,” and other adult oriented entertainment venues shall mean those businesses subject to and defined in the Zoning Ordinance within the Code of Ordinances for City of Poughkeepsie, New York.

8. No Right of Offset. Tenant shall have no right to deduct any sum or sums from the rent herein reserved, including Base Rent, increases in Base Rent pursuant to the terms hereof, any Additional Rent, and any additional sums required to be paid by Tenant to any person or persons whomsoever under the terms of this Lease, for any reason whatsoever including, but not limited to, any failure by the Landlord to perform or comply with any covenant required to be performed by Landlord hereunder, except as otherwise provided herein.

9. Place of Payment. Tenant shall pay the rent at such place as Landlord may from time to time designate by written notice to Tenant and, in default of such designation, then at the offices of Landlord, at [REDACTED].

10. Taxes and Assessments.

(a) Payment.

(i) Landlord shall pay to the taxing authorities, prior to delinquency, all real property taxes and assessments levied against the Demised Premises. Tenant shall pay to Landlord, as Additional Rent, within 15 days of presentation of paid receipt for the municipality, the full amount of such taxes to Landlord. If Landlord shall fail to pay such taxes, Tenant may pay directly to the municipality in full discharge of its obligation under this paragraph. Any penalty incurred for late payment due to Landlord’s failure to pay shall be a credit against the next month’s Base Rent.

(ii) Tenant shall pay directly to the appropriate taxing authorities, and discharge as Additional Rent, all personal property taxes levied with respect to the Demised Premises or any part thereof, if any, as well as any sales tax or other assessments, charges or expenses pertaining to the Premises by reason of any present or future law of the United States of America, or the State of New York, or of any county, municipality or political subdivision thereof. Said amounts shall be paid and evidence of such payment shall be furnished to Landlord, in any and all events, not less than thirty (30) days prior to the time the same shall be deemed delinquent under the laws or regulations imposing the same. If Tenant defaults in the payment of any such sums, Landlord may, but shall not be required to, pay the same, in which event Tenant shall reimburse Landlord for the amounts spent by Landlord, plus interest at highest rate allowed under the laws of the State of New York until paid in full, upon demand. The failure of Tenant to pay such taxes as required by this Agreement, and to furnish copies of the receipts thereof, or to furnish the written notice and approved security hereinbelow referred to not later than thirty (30) days before the said tax or taxes or any item of them would become delinquent, shall constitute an Event of Default by Tenant hereunder.

(b) Other Taxes. Nothing contained in this Lease shall obligate Tenant to pay any income, inheritance or succession tax, or any other tax which may be levied or assessed against Landlord with respect to, or because of, the income derived from this Lease; nor shall Tenant be deemed obligated hereby to pay any corporation, franchise, or excise taxes which may be assessed or levied against Landlord or any successors in interest of Landlord. In addition, Tenant shall not be responsible for the payment of any documentary stamp or intangible personal property taxes due and payable in connection with any mortgage lien placed on the Demised Premises by Landlord.

11. Insurance.

(a) Insurance by Tenant. From and after the date hereof and throughout the Term of this Lease, Tenant shall, at its sole cost and expense maintain in full force and effect the following types and amounts of insurance coverage:

(i) Property Insurance. Tenant shall at all times during the Term hereof maintain in effect a policy or policies of insurance covering the Premises, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against vandalism, malicious mischief, plate glass breakage and abatement or loss of rent in case of said insured casualties.

Coverage for loss or damage (including collapse) caused by fire, lightning, windstorm, hail, explosion, riot attending a strike, civil commotions, aircraft, vehicles, and smoke in an amount equal to 80% of the full replacement value of the Improvements, including any increased cost of construction caused by changes in the building codes, demolition of the undamaged portions of the Improvements and the cost to replace the undamaged portion of the Improvements due to changed building codes, with a deductible amount not to exceed \$50,000.00, except for Wind and Hail, which deductible shall be two percent (2%) of insured value. All insurance required hereunder, and all other insurance maintained by Tenant on the Improvements in excess of or in addition to that required hereunder, shall be carried in favor of Landlord and Tenant, as their respective interests may appear.

(ii) Liability Insurance. Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall obtain and maintain in full force and effect a commercial general liability insurance policy with respect to the Premises, which insurance, shall be written with a carrier acceptable to the Landlord and with coverage limits of not less than FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00) for each occurrence, ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) general aggregate, and ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) for property damage to rented premises. In addition, Tenant shall provide Umbrella Liability coverage in the amounts of TWO MILLION & 00/100 DOLLARS (\$2,000,000.00) each occurrence and THREE MILLION & 00/100 DOLLARS (\$3,000,000.00) aggregate.

In addition to that required hereunder, shall name Landlord and its Affiliate Companies and Lender as additional insured.

(iii) Other Insurance. In addition, Tenant shall, at Landlord's request, provide, keep and maintain in full force and effect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Lease to be conducted by Tenant on the Premises.

(b) Carriers and Features. All insurance policies required to be carried by Tenant as provided in this Section shall be issued by insurance companies reasonably approved by Landlord, authorized and licensed to do business in the State of New York and with companies rated at least "A" by A. M. Best. All such policies shall be for periods of not less than one year and Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall require not less than thirty (30) days written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder, except where a shorter period is allowed by New York Statute.

Tenant shall pay the premiums for all insurance policies which Tenant is obligated to carry under this Article and, at least five (5) days prior to the date any such insurance must be in effect, deliver to Landlord a copy of the policy or policies, or a certificate or certificates thereof, along with evidence that the premiums therefor have been paid for at least the next ensuing annual period.

(c) Failure to Procure Insurance. In the event Tenant shall fail to procure insurance required under this Section and fail to maintain the same in full force and effect continuously during the term of this Lease, Landlord shall be entitled to procure the same and Tenant shall immediately reimburse Landlord for such premium expense as Additional Rent.

(d) Waiver of Subrogation. Tenant agrees that, if any property owned by it and located in the Demised Premises shall be stolen, damaged or destroyed by any peril required to be insured hereunder, Landlord shall not have any liability to Tenant, nor to any insurer of Tenant, for or in respect of such theft, damage or destruction (except for any such damage which may be brought about by Landlord's negligence) and Tenant shall require all policies of risk insurance carried by it on its property in the Demised Premises to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its right of subrogation against Landlord. To the extent Landlord has Hazard, Liability or other insurance covering the Demised Premises, such insurance shall also waive any right of subrogation as to Tenant.

12. Utilities. Tenant shall be liable for and shall pay directly all charges and fees (together with any applicable taxes or assessments thereon) when due for water, electricity, natural gas, air conditioning, heat, septic, sewer, refuse collection, telephone and any other utility charges or similar items in connection with the use or occupancy of the Demised Premises. Landlord shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment, interruption, stoppage, or other interference with any utility service, including, without limitation, water, air conditioning, heat, electric current for light and power, telephone, or any other utility service provided to or serving the Demised Premises, unless due to Landlord's sole negligence. No such interruption, termination or cessation of utility services shall relieve Tenant of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay all Base Rent and Additional Rent as and when the same shall be due hereunder.

13. Assignment and Subletting.

(a) Except as set forth in Subsection (b), below, Tenant shall not, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld or delayed, sell, assign or otherwise transfer this Lease, or Tenant's interest in the Demised Premises, in whole or in part, or any rights or interests which Tenant may have under this Lease, or sublet the Demised Premises, or any part thereof, or grant or permit any lien or encumbrance on or security interest in Tenant's interest in this Lease, except that Landlord expressly agrees to an assignment by Tenant to an entity with at least 51% of the same ownership interests as Tenant. If given, the consent of Landlord to an assignment, transfer, subletting or encumbrance shall in no event be construed to relieve Tenant or such assignee or subtenant from the obligation of obtaining the express consent in writing of Landlord to any further assignment, transfer, subletting or encumbrance. Any assignment, transfer, sublease or encumbrance in violation of this Section shall be voidable at Landlord's option.

14. Liability; Indemnification.

(a) Liability of Landlord. Any goods, property or personal effects stored or placed by Tenant or its employees in or about the Demised Premises shall be at the sole risk of the Tenant, and Landlord shall not be liable to Tenant, its employees, agents, invitees or licensees for any damage, injury, death or loss arising out of or resulting from any cause whatsoever, unless due to or brought about by the gross negligence or willful misconduct of Landlord or its agents, employees or contractors.

(b) Indemnification of Landlord. Tenant shall, to the fullest extent allowed by law, to the limits of available insurance coverage, defend, indemnify and save and hold Landlord harmless from and against any and all liabilities, losses, damages, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Landlord, arising directly or indirectly from or out of: (a) any failure by Tenant to perform any of the terms, provisions, covenants or conditions of this Lease on Tenant's part to be performed, to the extent such failure is the fault of Tenant alone; (b) any accident, injury or damage which shall happen at, in or upon the Demised Premises, however occurring, other than through the negligence or willful misconduct of Landlord; or (c) any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation by the Tenant of the Demised Premises, or any part thereof, or the operation of the business contemplated by this Lease to be conducted thereon; (d) any intentional or grossly negligent failure of Tenant to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (e) any contamination of the Demised Premises, or the groundwaters thereof, occurring on or after the date hereof and caused by the acts or omissions of Tenant; or (f) any discharge of toxic or hazardous sewage or waste materials or pollutants from the Demised Premises into any septic facility or sanitary sewer system serving the Demised Premises occurring on or after the date hereof, caused by the acts of Tenant or by any agent or invitee of Tenant.

Tenant's indemnity obligations under this Lease arising prior to the termination or assignment of this Lease shall survive for six (6) months after any such termination or assignment.

15. Maintenance and Repairs. Tenant shall, at all times during the term of this Lease and at its sole cost and expense, keep and maintain the Demised Premises in good repair and in good, safe and substantial order and condition, shall make all repairs thereto, both inside and outside,

and shall use all reasonable precautions to prevent waste, damage or injury; provided, however that Landlord shall be responsible for any replacements of the roof, foundation and exterior walls (unless the need therefor is due to the negligence of or default hereunder by Tenant, in which event Tenant shall be responsible for the same at Tenant's sole expense). If any such replacements are required, Landlord (or Tenant, as provided in the previous sentence) shall complete the same in a timely manner. Tenant shall also, at its own cost and expense, put, keep, replace and maintain all landscaping, signs, sidewalks, roadways, driveways and parking areas within the Demised Premises in good repair and condition. Tenant shall further enter into and keep in effect at all times an annual service agreement for quarterly inspections and maintenance of the HVAC equipment, at Tenant's expense, and shall deliver a copy of the same to Landlord upon request. Landlord shall render all HVAC equipment in good operating condition, or replace HVAC equipment if not in good operating condition, prior to the Commencement Date and provide any available warranties for existing equipment. Tenant shall further be responsible for maintaining and, if necessary, replacing the existing back-up generator located on the Premises.

16. Inspecting and Repairs. Landlord and its agents and other representatives shall have the right, upon reasonable notice to Tenant (which, subject to emergencies, shall be generally no less than 24 hours), to enter upon and into the Demised Premises or any part thereof during normal business hours for the purpose of examining the same and determining such repairs therein as may be reasonably necessary subject to ordinary wear and tear, for the safety and preservation thereof. In case of the neglect or default of Tenant in making necessary repairs of Tenant hereunder, Landlord, after ten (10) days written notice to Tenant (except that notice shall not be required in case of emergencies), may make such necessary repairs either during said term or after its expiration. All the actual reasonable costs and expenses thereof shall be repaid by Tenant to Landlord as Additional Rent upon demand.

17. Alterations to Demised Premises.

(a) Alterations. Tenant may make alterations to the Demised Premises, but only after the Commencement Date, and only with the prior written approval of Landlord and any other applicable entity such as governmental entity. Any approval sought from Landlord shall not unreasonably withhold or delayed. Any such improvements must be made in compliance with all applicable laws. Tenant will be required to obtain all requisite building permits, and any such alterations or improvements may only be made by properly licensed contractors, subject to Landlord's prior written approval, such approval not to be unreasonably withheld or delayed. Prior to commencing any alterations, Tenant shall submit to Landlord the plans for the alterations, except for minor interior alterations such as paint. Approval by Landlord of any such plans shall not constitute any representation on the part of Landlord that the same are in compliance with any laws or codes. Landlord may during the course of any alterations inspect the construction, strictly for its own benefit. All alterations shall be done in a good and workmanlike manner. Prior to the last day of the Lease Term, Tenant shall remove all such alterations and restore the Premises to the condition in which they existed as of the date hereof, except for those alterations that Landlord previously approved, so that, after the time Landlord approves such alterations, such alterations will not have to be removed or restored by Tenant.

(b) Payment of Contractors. Tenant shall promptly pay all contractors, laborers and materialmen employed by Tenant and, should any lien be made or filed, Tenant shall bond off or discharge the same within ten (10) days after written request by Landlord.

(c) No Right to Lien Land. Notice is hereby given that Landlord shall not be liable for any work, labor, or materials furnished or to be furnished upon credit to or for Tenant or anyone claiming under Tenant, and that no mechanic's or construction liens for any such work, labor or materials shall attach to or affect the estate or interest of Landlord in and to the Demised Premises. Tenant shall not do or suffer anything to be done whereby the Demised Premises may be encumbered by any construction lien. Landlord shall be entitled to record in the public records where the Demised Premises are located a notice to this effect. Tenant shall furnish a written notice to all persons so furnishing any such work, labor or materials that said persons do not have a right to file any lien against the Demised Premises. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, damages, expenses (including attorney's fees), liabilities and obligations of any nature whatsoever that may arise out of or relate to any liens that may be filed against the Demised Premises by virtue of any actions taken by Tenant, whether or not permitted under this Lease. As set forth above, Tenant shall immediately bond off and discharge any such liens.

18. Signs. Tenant shall not erect or install any signs, including but not limited to, roof signs, pylons, projecting store signs, and painted wall or window signs, interior window or door signs or window or door lettering or placards, or any other signage on the Demised Premises, unless such signage shall comply with all code requirements. All such signage shall be at Tenant's sole cost and expense and shall be removed by Tenant prior to the last day of the term hereof.

19. Eminent Domain.

(a) Complete Taking. If the whole of the Demised Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Demised Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the reasonable judgment of Tenant, for the continued operation of the business contemplated by this Lease to be conducted thereon, therein or therefrom so as to effectively render the Demised Premises untenable, then this Lease and the term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

(b) Partial Taking. If a portion of the Demised Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of Tenant, be adapted and used for the conduct of Tenant's business operation, such that the Demised Premises are not effectively rendered untenable, then Tenant shall promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease shall continue in full force and effect except that the rent payable hereunder shall, if necessary, be equitably adjusted to take into account the portion or portions of the Demised Premises lost by the taking and the cost of restoring the Demised Premises.

(c) Award. The entire award for the Demised Premises or the portion or portions thereof so taken shall be apportioned between Landlord and Tenant as follows: (a) if this Lease

terminates due to a taking or condemnation, Tenant shall be entitled to reimbursement for Landlord approved improvements to the Demised Premises Landlord shall be entitled to the entire balance of the award; (b) if this Lease does not terminate due to such taking or condemnation, Tenant shall be entitled to the entire award to the extent required for reimbursement for improvements made to the portion of the Demised Premises taken and for restoration of the Demised Premises, and Landlord shall be entitled to the balance (if any) of the award. If this Lease does not terminate due to a taking or condemnation, Tenant shall, with due diligence, restore the remaining portion or portions of the Demised Premises in the manner hereinabove provided. In any event, Tenant shall be entitled to the entire award for its business damages.

(d) Lender Approval. The use of the proceeds of any condemnation action, as set forth above, shall be subject to the rights of any mortgagee of the Premises.

20. Destruction.

(a) Restoration and Repairs. Provided (i) at least one (1) year is remaining in the Initial Term or Renewal Term then in effect, and (ii) there are sufficient insurance proceeds available to pay all costs of reconstruction and restoration, Tenant agrees that if the Improvements shall be destroyed or damaged in whole or in part by fire, windstorm or any other cause whatsoever, Tenant shall give Landlord immediate notice thereof and Landlord, subject to the approval of any mortgagee, shall repair, reconstruct or replace the Improvements, or the portion thereof so destroyed or damaged (whichever is reasonably required), at least to the extent of the value and character thereof existing immediately prior to such occurrence (other than any improvements made by Tenant), utilizing all available insurance proceeds plus the deductible (which Tenant shall deliver to Landlord prior to the commencement of such work). All work shall be started as soon as practicable and completed at Landlord's expense, utilizing all available insurance proceeds. Tenant shall immediately take such action as is necessary to assure that the Demised Premises (or any portion thereof) does not constitute a nuisance or otherwise presents a health or safety hazard.

(b) Option to Terminate. In the event that any of the Improvements shall be destroyed or damaged and (i) the extent of such destruction or damage is such that total repair or restoration cannot be completed within one (1) year, or (ii) if on the anticipated date of completion of the repair or restoration, less than one (1) year will be remaining in the Initial Term or Renewal Term then in effect or (iii) any mortgagee of Landlord does not release insurance proceeds for such purposes; then (1) subject to clause (2) hereafter, either Landlord or Tenant may terminate this Lease by written notice to that effect given to the other not later than thirty (30) days after the occurrence of the casualty, whereupon this Lease shall cease and terminate as of the date of the occurrence, and all of the insurance proceeds payable with respect to such loss (other than proceeds payable for Tenant's property and any improvements made by Tenant) shall belong to Landlord; or (2) if either Landlord or Tenant does not elect to terminate this Lease as aforesaid, the Lease shall be and remain in full force and effect for the balance of the term hereof, and Landlord shall be obligated to repair, reconstruct or replace the Improvements in accordance with, but subject to the conditions of, the preceding paragraph.

21. Bankruptcy or Insolvency. Neither this Lease nor any interest therein shall be assignable or transferable by operation of law. In the event any proceeding under the Bankruptcy Code or any amendment thereto be commenced by or against Tenant and not be dismissed within

sixty (60) days; or in the event a receiver be appointed for Tenant or a writ of execution be levied on the business of Tenant conducted on the Demised Premises or on assets thereof situated on the Demised Premises or on the leasehold estate created hereby, and the same be not discharged within sixty (60) days thereafter; or in the event Tenant shall commence any proceeding under the Acts of Congress relating to Bankruptcy or any amendment thereto, or make any assignment for the benefit of creditors, or be adjudged insolvent; then, in any of such events, this Lease shall be considered breached by Tenant and shall immediately cease and terminate and shall not be an asset of Tenant, and Landlord shall have the right forthwith to enter and repossess itself of said premises as of its original estate, all without notice,.

22. Subordination, Attornment and Non-Disturbance.

(a) Subordination. This Lease, Tenant's lease interest hereunder and Tenant's leasehold interest in and to the Demised Premises, are hereby agreed by Tenant to be and are hereby made junior and subordinate to any mortgage or mortgages now or hereafter in force and effect upon or encumbering Landlord's interest in the Demised Premises, or any portion thereof, and to all future modifications, extensions, renewals, consolidations and replacements of, and all amendments and supplements to any such mortgage or mortgages, and upon recording of any such mortgage or mortgages, the same shall be deemed to be prior in dignity, lien and encumbrance to this Lease, Tenant's interest hereunder and Tenant's leasehold interest in and to the Demised Premises irrespective of the dates of execution, delivery or recordation of any such mortgage or mortgages subject to the limitation in Paragraph 22(c) below. The foregoing subordination provisions of this Paragraph shall be automatic and self-operative without the necessity of the execution of any further instrument or agreement of subordination on the part of Tenant. However, if Landlord or the holder or proposed holder of any such mortgage or mortgages shall request that Tenant execute and deliver any further instrument or agreement of subordination of this Lease, Tenant's interest hereunder or Tenant's leasehold interest in the Demised Premises to any such mortgage or mortgages in confirmation or furtherance of or in addition to the foregoing subordination provisions of this Section, Tenant shall promptly execute and deliver the same to the requesting party.

(b) Attornment. Upon receipt of appropriate notice and evidence confirming any such transfer of interest from Landlord, Tenant hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Lease, to any successor of the interest of Landlord under this Lease for the balance of the term of this Lease remaining at the time of the transfer of such interest. In particular, but without limitation, in the event that any proceedings are brought for the foreclosure of any mortgage encumbering Landlord's interest in the Demised Premises, or any portion thereof, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as Landlord under this Lease, subject, however, to all of the terms and conditions of this Lease including any option granted to Tenant. Tenant agrees that neither the purchaser at any such foreclosure sale, a foreclosing mortgagee nor other transferee from Landlord shall have any liability for any act or omission of Landlord, be subject to any offsets or defenses which Tenant may have as claim against Landlord, or be bound by any advance rents which may have been paid by Tenant to Landlord for more than the current period in which such rents come due.

(c) Non-Disturbance. Provided that (a) there shall be no default by Tenant in the observance and performance of the covenants, promises and agreements herein contained and required to be kept, observed and performed by Tenant, and (b) Tenant shall not have prepaid more than one

month's rent in advance under this Lease, the holder or holders of any such mortgage or mortgages shall, in consideration of the foregoing subordination of this Lease to the lien and encumbrance of any such mortgage or mortgages, be deemed to have agreed that (i) such holder or holders shall not name or join Tenant as a party defendant in any proceedings instituted to foreclose or otherwise enforce any such mortgage or mortgages, (ii) neither this Lease nor the term hereof shall be terminated (except as expressly permitted by the provisions of this Lease) or otherwise affected by the institution and/or completion of any such proceedings and (iii) that Tenant's possession of the Demised Premises shall not in any way be disturbed by the enforcement of any rights given to the holder or holders of any such mortgage or mortgages pursuant to the terms, covenants or conditions contained in any such mortgage or mortgages or any other documents held by any such holder or holders or any rights given to any such holder or holders as a matter of law.

23. Estoppel Certificate. Tenant shall from time to time, within fifteen (15) days after request by Landlord, but no more frequently than once a year without charge, give a certification in writing to any person, firm or corporation reasonably specified by Landlord stating, if true: (a) that this Lease is then in full force and effect and unmodified or, if modified, stating the modifications; (b) that Tenant is not in default in the payment of Base Rent or any additional charges to Landlord or, if in default, stating such default; (c) that so far as Tenant knows, neither party is in default in the performance or observance of any other covenant or condition to be performed or observed under this Lease or, if either party is in default, stating such default; (d) that so far as Tenant knows, no event has occurred which authorizes, or with the lapse of time will authorize, Landlord or Tenant to terminate this Lease or, if such event has occurred, stating such event; (e) that so far as Tenant knows, neither party has any offsets, counterclaims or defenses or, if either party has any such offsets, counterclaims or defenses, stating them; (f) the date to which rents and other amounts payable hereunder by Tenant have been paid; and (g) any other matters which may be reasonably requested by Landlord.

24. Memorandum of Lease. At either party's option, a short form memorandum of this Lease in a form reasonably acceptable to both parties may be recorded among the Public Records of Dutchess County, New York, and Landlord shall pay the recording costs associated therewith. In the event of a discrepancy between the provisions of this Lease and such short form memorandum thereof, the provisions of this Lease shall prevail.

25. Liability for Hazardous Materials and Pollutants. Tenant shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("**Hazardous Materials Laws**") relating to the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, asbestos, urea formaldehyde, polychlorinated biphenyls, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including without limitation any "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" or "pollutants" under any such laws, ordinances or regulations of the Tenant (but not its predecessors) (collectively, "**Hazardous Materials**"). In addition, Tenant shall not under any circumstances store or permit the discharge or release of Hazardous Materials on the Demised Premises (except in the usual course of business, such as, without limitation, vehicles containing gasoline or diesel, and cleaning, or vehicle maintenance and repair materials). Prior to the expiration or termination of this Lease, Tenant shall remove from the Premises, and dispose of the same in accordance with all applicable laws, all Hazardous Materials brought to the Demised Premises by Tenant its agents,

employees or customers, including all paints, stains, thinners and other similar substances, regardless of whether such substances are defined herein as Hazardous Materials.

Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold Landlord and each of Landlord's officers, directors, employees, successors and assigns free and harmless from and against any and all claims, liabilities, damages, costs (including remedial costs), penalties, forfeitures, losses or expenses (including attorneys' fees) for death or injury to any person or damage to any property whatsoever (including water tables and atmosphere) arising out of or in connection with any breach of this Section by Tenant.

26. Force Majeure. Anything in this Agreement to the contrary notwithstanding, neither Landlord nor Tenant shall be deemed in default with respect to any provision, covenant or condition of this Agreement on the part of either of them, respectively, to be performed if the performance thereof shall be delayed, interfered with or rendered impossible because of any strike, lock-out, civil commotion, war, war-like operation, invasion, insurrection, rebellion, hostility, revolution, military or usurped power, sabotage, inability to obtain any necessary material or service, act of God, pandemic, or other cause beyond the control of the party obligated to execute such performance; further, however, that such performance shall be resumed with due diligence and reasonable dispatch as soon as the contingency causing such delay or impossibility shall abate; and provided further, however, that nothing in this paragraph contained shall operate or be construed to relieve Tenant of any obligation for the payment of rent promptly as the same shall be due.

27. Default.

(a) Events of Default. Each of the following events shall be an Event of Default hereunder by Tenant and shall constitute a breach of this Lease:

(i) If Tenant shall fail to pay, when due, any Base Rent, Additional Rent, or portion thereof, or any other sum due to Landlord from Tenant hereunder, which continues for ten (10) business days after Tenant receives written notice thereof.

(ii) If Tenant shall violate or fail to comply with or perform any other material term, provision, covenant, agreement or condition to be performed or observed by Tenant under this Lease (not otherwise addressed in this subsection (a)) and said default continues for more than thirty (30) days after said notice has been given to Tenant by Landlord; or, if such default is not capable of being cured within said thirty (30) day period, within such reasonably longer period of time as may be necessary to cure said default, but not more than ninety (90) days in any event.

(iii) If any assignment, transfer, sublease or encumbrance shall be made or deemed to be made that is in violation of the provisions of this Lease.

(iv) If Tenant shall cease the actual and continuous operation of the business contemplated by this Lease to be conducted by Tenant and the Demised Premises shall become empty and unoccupied, except that the foregoing shall not constitute an Event of Default if the Tenant continues to pay Base Rent, Additional Rent and other amounts due hereunder on or before the due date, continues to properly maintain the Demised Premises as required hereunder, continues to pay real estate taxes and insurance premiums as required hereunder and otherwise continues to fulfill all of its obligations and liabilities hereunder.

(v) If, at any time during the term of this Lease, Tenant shall file in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Demised Premises, or if Tenant shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors.

(vi) If, at any time during the term of this Lease, there shall be filed against Tenant in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Demised Premises, and any such proceeding against Tenant shall not be dismissed within ninety (90) days following the commencement thereof.

(vii) If Tenant's leasehold interest in the Demised Premises or property therein shall be seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Demised Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

(b) Remedies on Default. If any of the Events of Default hereinabove specified shall occur, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

(i) Landlord may, pursuant to written notice thereof to Tenant, terminate this Lease and, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Demised Premises for Landlord's own account and, for Tenant's breach of and default under this Lease, recover immediately from Tenant any and all rents and other sums and damages due or in existence at the time of such termination, including, without limitation, (i) all Base Rent, Additional Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Tenant to Landlord hereunder, (ii) all reasonable costs and expenses of Landlord in connection with the recovery of possession of the Demised Premises, including reasonable attorneys' and paralegals' fees and court costs, and (iii) all reasonable costs and expenses of Landlord in connection with any reletting or attempted reletting of the Demised Premises or any part or parts thereof, including, without limitation, brokerage fees, attorneys' and paralegals' fees and the cost of any alterations or repairs which may be reasonably required to so relet the Demised Premises, or any part or parts thereof.

(ii) Landlord may, pursuant to any prior notice required by law, and without terminating this Lease, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Demised Premises for the account of Tenant, make such alterations of and repairs to the Demised Premises as may be reasonably necessary in order to relet the same or any part or parts thereof and relet or attempt to relet the Demised Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the term of this Lease), at such rents and upon such other terms and provisions as Landlord, in its sole, but reasonable, discretion, may deem advisable. If Landlord relets or attempts to relet the Demised Premises, Landlord shall be the sole judge as to the terms and provisions of any new lease or

sublease and of whether or not a particular proposed new tenant or sublessee is acceptable to Landlord. Upon any such reletting, all rents, received by the Landlord from such reletting shall be applied, (a) first, to the payment of all costs and expenses of recovering possession of the Demised Premises, (b) second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorneys' fees and the cost of any alterations and repairs reasonably required for such reletting; (c) third, to the payment of any indebtedness, other than rent, due hereunder from Tenant to the Landlord, (d) fourth, to the payment of all Base Rent, Additional Rent, and other sums due and unpaid hereunder, and (e) fifth, the residue, if any, shall be held by the Landlord and applied in payment of future Rents as the same may become due and payable hereunder. If the rents received from such reletting during any period shall be less than that required to be paid during that period by the Tenant hereunder, Tenant shall promptly pay any such deficiency to the Landlord and failing the prompt payment thereof by Tenant to Landlord, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of rent shall otherwise become due under this Lease, or, at the option of Landlord, at the end of the term of this Lease. Landlord shall, in addition, be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Demised Premises or other breach of or default under this Lease other than a default in the payment of rent. No such re-entry, retaking or resumption of possession of the Demised Premises by the Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention shall be given to the Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and reletting or attempted reletting of the Demised Premises or any part or parts thereof for the account of Tenant without termination, Landlord may at any time thereafter, upon written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenant's previous breach of or default under this Lease.

(iii) Landlord may, without re-entering, retaking or resuming possession of the Demised Premises, sue for all Base Rent, Additional Rent, and all other sums, charges, payments, costs and expenses due from Tenant to Landlord hereunder, either (i) as they become due under this Lease, or (ii) at Landlord's option, accelerate the maturity and due date of all or part of the Base Rent and Additional Rent the entire then-remaining Term of this Lease, which shall then become immediately due and payable. Landlord may then proceed to recover and collect all such unpaid Rents and other sums so sued for by Tenant by distress, levy, execution or otherwise.

In addition to the remedies hereinabove specified, Landlord shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the Landlord's right or the interest of Landlord in the Demised Premises and in this Lease, even before the expiration of any notice periods provided for in this Lease, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of Landlord in this Lease and in the Demised Premises.

(c) Rights Cumulative. The rights and remedies provided and available to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

28. Surrender at End of Term.

(a) Surrender of Demised Premises. At the expiration of the term of this Lease, Tenant shall surrender the Demised Premises in the same condition as the same were in upon delivery of possession thereto at the Commencement Date of the term of this Lease, reasonable wear and tear and casualty damage (if applicable) and alterations approved by Landlord excepted and shall surrender all keys to the Demised Premises to Landlord at the place then fixed for the payment of Base Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any. Tenant shall at such time remove all of its property therefrom, along with all alterations and improvements placed thereon by Tenant, and not previously approved by Landlord in writing, if so required by Landlord at the time the same were approved by Landlord. Tenant shall repair any damage to the Demised Premises caused by such removal, and any and all such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant. If the Demised Premises be not surrendered as above set forth, Tenant shall indemnify, defend and hold Landlord harmless against loss or liability resulting from the delay caused solely by Tenant in so surrendering the Demised Premises, including, without limitation any claim made by any succeeding occupant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive for six months after the expiration or other termination of this Lease.

(b) Holding Over. If Tenant or any other person or party shall remain in possession of the Demised Premises or any part thereof following the expiration of the term or earlier termination of this Lease without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Base Rent payable under this Lease by such tenant at sufferance shall be 125% of the rate or rates in effect immediately prior to the expiration of the term or earlier termination of this Lease. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

29. Notices. Tenant shall give prompt notice to Landlord in case of fire or accident affecting the Demised Premises or of defects therein which are observable or known to Tenant. Failure to do so shall constitute a breach of this Agreement.

All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given (i) when personally delivered, or (ii) the next business day after being deposited with a recognized overnight mail or courier delivery service, or (iii) when transmitted by facsimile transmission with receipt acknowledged upon transmission; or (iv) when sent via e-mail without receipt by the sender of a delivery failure message provided that the same is also sent via the method set forth in subsection (ii) above; addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To Tenant:

City of Poughkeepsie
Attention: Mayor

City Hall
62 Civic Center Plaza
Poughkeepsie, New York

E-mail: mayor@cityofpoughkeepsie.com

With copy to:

Corporation Counsel
City of Poughkeepsie
City Hall
62 Civic Center Plaza
Poughkeepsie, New York

E-mail: corporationcounsel@cityofpoughkeepsie.com

To Landlord:

Marshall & Sterling Realty LLC

New York _____
Attn: James Dahoney
Telephone: 518-_____
E-mail: _____

with copy to:

Slevin & Associates PLLC
1826 Western Avenue
Albany, New York 12203
Attn: Mary Elizabeth Slevin, Esq.
E-mail : mslevin@slevinlawfirm.com

30. General Provisions.

(a) No Partnership or Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto, nor any third party, as creating the relationship of principal and agent or of a partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

(b) Successors and Assigns. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach to the land, be binding upon the heirs, executors, administrators, successors, legal representatives and assigns of each of the parties to this Lease.

(c) Entire Agreement. The parties hereto agree that this Lease represents the entire agreement between the parties hereto and that there are no collateral agreements or understandings. Tenant agrees that it is not relying on any representations or agreements other than those contained in

this Lease. It is further understood and agreed that no modifications, releases, discharges or waivers of any provisions hereof shall be of any force, value or effect unless in writing, signed by the Landlord or its duly authorized agent.

(d) Applicable Law/Venue/Waiver of Jury Trial. This Agreement is made in and is to be performed in the State of New York and is to be governed by the laws of the State of New York. The exclusive venue and jurisdiction for any claim, loss or cause of action arising out of or relating to this Agreement shall be the county or circuit courts of the Northern District of New York or for Dutchess County, New York. The parties expressly consent to personal jurisdiction of these courts and waive all other jurisdictions and venues.

Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

(e) Counterparts. This Agreement may be executed in as many counterparts as may be necessary, each one of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

(f) Brokerage. Tenant represents that it has not dealt directly or indirectly with any broker, finder or any other third party in connection with this Lease. Tenant shall indemnify and hold Landlord harmless from and against any and all commissions, fees and expenses and all claims therefor by any broker, salesman or other party in connection with any breach of the foregoing representation.

(g) Radon Disclosure 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 New York. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(h) Waiver. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon Landlord or Tenant unless in writing and executed by Landlord or Tenant, as the case may be. Neither the failure of Landlord or Tenant to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of rent by Landlord with knowledge of a breach of this Lease by Tenant in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Landlord or Tenant may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

(i) Costs and Attorney's Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' and paralegals' fees, specifically including, without limitation, reasonable attorneys' and paralegals' fees incurred in connection with any appeals (whether or not taxable as such by law).

(j) Tenant's Remedies and Limitations on Recourse. Notwithstanding anything to the contrary in this Lease, if Landlord or any successor in interest of Landlord, shall be an individual, joint venture, corporation, tenancy-in-common, firm or partnership, general or limited, or any other entity, or if Landlord shall be a mortgagee in possession (for the purposes of this paragraph collectively called "Landlord"), it is specifically understood and agreed that there shall be absolutely no personal recourse or liability for monetary damages on the part of the Landlord, its successors or assigns, with respect to any of the terms, covenants and conditions of this Lease. Tenant agrees to look solely to the equity of Landlord in the Premises for the covenants and conditions of this Lease to be performed by Landlord, and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies. The provisions of this Section are not intended to limit Tenant's right to seek injunctive relief, declaratory judgments, specific performance nor to limit Tenant's right to claim proceeds of insurance or condemnation (if any) as provided herein. Such agreement is a primary consideration for the execution of this Lease by Landlord.

(k) Captions and Headings. The captions and headings in this Lease have been inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of, or otherwise affect, the provisions of this Lease.

(l) Severability. If any provision of this Lease shall be deemed to be invalid, it shall be considered deleted therefrom and shall not invalidate the remaining provisions of this Lease.

(m) Date of this Agreement. The term "Date of this Agreement" as used herein shall mean and refer to the date upon which the last of the Landlord and Tenant has duly and properly executed and delivered this Agreement.

31. Certain Landlord Warranties. Landlord represents and warrants that:

(a) Landlord is the sole owner of the Property, and Landlord owns fee simple absolute title to the Premises. Landlord will neither convey title to all or any portion of the Property, nor enter into any agreement, conditional or otherwise, to convey title to all or any portion of the Property, during the term of this Agreement to any person or entity other than Lessee; and

(b) Landlord is a Limited Liability Company duly organized, validly existing and in good standing under the laws of New York, authorized to do business in New York. Landlord has the full power and authority to enter into this Agreement and to convey title to the Property in accordance with the terms and conditions of this Agreement.

(c) Landlord covenants and agrees that Tenant shall have complete and quiet enjoyment of and may peaceably enjoy the Demised Premises and all appurtenances belonging thereto, throughout the Term subject only to Landlord's reserved rights to use the basement of the Building on a temporary basis, or until this Lease is earlier terminated as provided herein, subject, however, to the express terms, covenants and conditions contained in this Lease.

32 Option to Purchase. Tenant shall have the option to purchase the Land, Building and all Improvements for 232 Hooker Avenue, Poughkeepsie, New York 12603, pursuant

to the terms set forth in Exhibit “B” attached hereto and made a part hereof. . If the Tenant shall fail to exercise the Option to Purchase at the end of the extended period (1 year, 6 months), the Tenant shall owe the landlord the total amount of \$117,000.00 (\$75,000.00 for the initial lease period and \$42,000 for period of the six month extension).

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be properly executed as of the day and year first above written by officers thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

Marshall & Sterling Realty LLC

Name: _____

By: _____
James Dahoney

Name: _____

“LANDLORD”

City of Poughkeepsie

Name: _____

By: _____
Name: _____
As its: _____

Name: _____

“TENANT”

EXHIBIT “A”

DESCRIPTION OF THE LAND

INSERT LEGAL DESCRIPTIONS

EXHIBIT “B”

OPTION TO PURCHASE

1. GRANT OF OPTION. Landlord hereby gives and grants in favor of Tenant, or an entity sharing common ownership interests with Tenant, an option to purchase the Premises (hereinafter referred to as the “Option”) as described in Exhibit “A” to the Lease”. The Option is granted, and must be exercised, upon the terms and conditions hereinafter set forth:

(a) Option Term. The term within which the Option may be exercised (hereinafter referred to as the “Option Term”) shall begin on the Commencement Date of the Lease and shall run until twelve (12) months after the Lease Commencement Date (November 15, 2025, unless the Lease is sooner terminated or, if the Lease is extended, prior to the end of eighteen (18) months. To be clear, Tenant has the one time right to purchase the Land, Buildings and all Improvements of the Premises. If the tenant elects to purchase, they must notify Landlord by or before November 14, 2026, or if extended, prior to the end of the Extended term. If no official written notice of the election to purchase is provided by November 14, 2026, the option to purchase shall expire. In the event that the Lease is sooner terminated, then the Option shall be correspondingly terminated.

(b) Method of Exercise of Option. Beginning November 15, 2025 and no later than November 14, 2026, (unless extended, then prior to the end of the extended Term) Tenant may exercise the Option by delivering written notice thereof to Landlord, together with the Deposit (defined below). The Option shall be deemed to have been exercised on the date of Landlord’s receipt of such written notice and the Deposit. Such written notice shall be delivered as provided in the Lease, and the date upon which the Option is so exercised is referred to herein as the “Option Effective Date”.

If Tenant duly exercises the Option, the purchase and sale of the Premises shall be on the terms and conditions set forth below, which shall constitute a binding contract upon exercise of the Option.

2. PURCHASE PRICE AND METHOD OF PAYMENT. The total purchase price for the Premises, subject to the adjustments hereinafter provided for, shall be determined as provided below in this paragraph, and is payable as follows:

(a) An additional earnest money deposit (hereinafter referred to as the “Deposit”) in the amount of \$25,000.00 shall be delivered to Landlord with Tenant’s notice of exercise of the Option. At closing, the Deposit shall be credited to Tenant and retained by Landlord in partial payment of the purchase price.

(b) The purchase price for the Premises (hereinafter referred to as the “Purchase Price”) shall be Six Hundred Thousand and No/100 Dollars U.S. (\$600,000.00).

(c) In the event tenant elects to exercise Option, Landlord will credit Tenant up to \$5,000.00 per month of the Base Rent actually paid to Landlord by Tenant, up to a maximum credit of \$60,000.00. In the event the Lease is extended, then an additional \$5,000 credit will be applied for each extended month up to an additional credit of \$30,000.00

(d) The balance of the Purchase Price shall be paid by Tenant by wired funds, to Seller or Seller's designee, in immediately available funds on the date of Closing.

3. EVIDENCE OF TITLE. Within twenty (20) days following the Option Effective Date, Tenant shall obtain an updated commitment for title insurance from the title insurance company of its choice ("Title Agent") agreeing to issue to Tenant upon recording of the deed to Tenant, a fee owner's policy of title insurance in the amount of the Purchase Price insuring the title of Tenant to the Premises, subject only to the Permitted Exceptions (as hereinafter defined) and the so-called "Standard Exceptions" contained on the inside jacket cover of the standard ALTA Form B of commitment. Said commitment shall provide that said Standard Exceptions will be deleted upon furnishing to Title Agent a lien, possession and encumbrance affidavit in the customary form (and Landlord agrees to furnish such Affidavit at and as a part of the closing) and a current survey (if furnished by Tenant at Tenant's expense). In the event that the title insurance commitment discloses that title to the Premises is subject to any exceptions which render title unmarketable or uninsurable, then Tenant shall have the right at its expense to deliver written notice thereof to Landlord objecting to and specifying such title defects no later than ten (10) days after its receipt of such title commitment. Landlord shall not be obligated to cure any such defect other than monetary liens arising by, through or under Landlord (such as mortgages), which shall be paid at closing. Landlord shall have a period of thirty (30) days within which to cure or remove such defects, failing which Tenant shall have the right to: (i) accept title as it then is, or (ii) terminate the Option in which event the Deposit shall be returned to Tenant promptly upon demand therefor and thereupon Landlord and Tenant shall be released from any and all further obligations and liabilities to each other hereunder, except with respect to any obligations expressly surviving termination hereunder and their respective obligations under the Lease. Any matters reflected on the title commitment that do not render title to the Premises unmarketable or uninsurable, or which are not objected to by Tenant, or which are waived or deemed waived by Tenant, shall constitute Permitted Exceptions hereunder.

4. SURVEY. Tenant, at Tenant's expense, may have the Premises surveyed at any time prior to the date of closing hereunder. The plat of survey shall be prepared by a registered and licensed New York surveyor. The plat of survey shall be certified to Tenant, Landlord, the Title Agent and any lender providing financing to Tenant for its acquisition of the Premises. The plat of survey shall reflect that the survey was performed (and the plat of survey was prepared) in compliance with the Minimum Technical Standards for Land Surveying in the State of New York. The plat of survey shall locate all improvements on the Premises and as well as all easements and other matters affecting the Premises as disclosed in the title insurance commitment referred to above. In the event that such survey discloses any encroachments, overlaps, boundary line disputes or easements not disclosed by the public records (or any other matters) that render title to the Premises unmarketable or uninsurable, such matters shall be deemed "title defects" and shall be subject to the provisions of paragraph 3 hereinabove.

5. CONVEYANCE OF LAND AND IMPROVEMENTS. Title to the Premises shall be conveyed to Tenant by special warranty deed, free and clear of all liens, encumbrances and matters whatsoever except the following:

(a) The Permitted Exceptions.

(b) Taxes for the year of closing and subsequent years.

(c) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

6. DATE AND PLACE OF CLOSING. Closing on the purchase and sale of the Premises in accordance with this Agreement shall occur at 10:00 a.m. eastern within 60 day from the date Tenant exercises the Option at the offices of Title Agent or such other date and location as the parties shall mutually agree.

7. DOCUMENTS FOR CLOSING.

(a) At the closing, Landlord will execute and deliver, or cause to be executed and delivered, the following instruments and documents:

(i) A duly executed and acknowledged warranty deed conveying title to the Premises to Tenant. Conveyance shall be free of all tenancies except for Tenant.

(ii) A lien, possession and encumbrance affidavit in customary form sufficient to delete the standard exceptions relating to construction liens and parties in possession.

(iii) A Closing Statement prepared in accordance with this Agreement.

(iv) Such affidavits and other instruments and documents in form reasonably satisfactory to the title insurance company necessary to establish of record that the signatures on the deed and other instruments conveying title to the Premises are sufficient to bind the Landlord and convey the Premises to Tenant and that all requisite approvals under Landlord's organizational documents have been obtained.

(v) A non-foreign status affidavit and certificate in customary form.

(b) Tenant shall deliver at closing the following:

(i) Closing funds to satisfy the Purchase Price

(ii) A Closing Statement prepared in accordance with this Agreement, which has been executed by Tenant.

(iii) Such affidavits and other instruments and documents in form reasonably satisfactory to the title insurance company necessary to establish the good standing of Tenant for title purposes and that are sufficient to bind Tenant and that all requisite approvals under Tenant's organization document have been obtained..

(iv) Payment (by bank wire transfer) of an amount sufficient to cover Tenant's closing expenses.

8. CLOSING EXPENSES. Tenant shall pay: (i) the documentary stamps to be affixed to the warranty deed, if applicable, (ii) the cost to record the warranty deed; and (iii) the

premium for the owner's and loan title insurance policies and the title search expense therefor, (iv) the cost of the survey; and (v) all reasonable costs and expenses associated with Tenant's financing. Each party shall pay its respective legal fees.

9. INTENTIONALLY DELETED.

10. DEFAULT AND REMEDIES.

(a) Default by Tenant and Remedies of Landlord. In the event Tenant defaults in Tenant's obligation to close on the purchase of the Premises in accordance with the terms hereof, the Deposit shall be disbursed and/or paid to Landlord as consideration for the grant of the Option by Landlord and as agreed upon liquidated damages in full settlement of all claims hereunder, whereupon all parties shall be released from further liability hereunder (except with respect to the obligations expressly surviving termination hereunder or under the Lease).

(b) Default by Landlord and Remedies of Tenant. In the event Landlord defaults in the performance of its obligations under this Agreement, Tenant shall be limited to the following remedies:

(i) Tenant shall have the right of specific performance, or

(ii) Tenant may elect to terminate the Option by written notice to Landlord, whereupon the Deposit shall be returned to Buyer and thereupon all rights and liabilities of the parties hereto shall cease and terminate, except as to any obligations expressly surviving termination hereunder.

11. BROKERS. Landlord and Tenant hereby represent and warrant to each other that no real estate agent, broker, finder or other intermediary has been consulted or contacted by either party or involved at the instance of either party in connection with the transaction contemplated by this Agreement. and hereby agrees to indemnify, defend and hold each other harmless from and against any claim, liability, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees and other legal expenses whether incurred at or before the trial level or in appellate, bankruptcy or administrative proceeding) which the other party may suffer, sustain or incur because of any claim made by any real estate agent, broker, finder or other intermediary claiming a broker fee or commission or other compensation with respect to this Agreement or the transaction contemplated hereby.

12. RISK OF LOSS. In the event of any damage to the Improvements by fire or other casualty, the Option shall nevertheless remain in full force and effect, without any abatement whatsoever allowed to Tenant with respect to the Purchase Price, except as provided below in this paragraph.

(a) In the event of any damage to the Improvements by fire or other casualty which, considering its nature and extent, can be repaired prior to the date of closing hereunder, Landlord shall restore or repair such damage by the time of closing hereunder (all work to be done in a good, workmanlike manner so that the same shall have been restored to a condition substantially equal to or better than that existing immediately prior to the fire or casualty), in which event, Landlord shall be

entitled to receive the proceeds payable under the insurance policies, if any, covering the damage to the Improvements.

(b) In the event of any damage to the Improvements by fire or other casualty which, considering its nature and extent, cannot be repaired prior to the date of closing hereunder due to the proximity of the date of the occurrence of such damage to the date of closing, then Tenant, at its sole discretion, may elect to close, by written Notice to Landlord within twenty (20) days of the event of damage, on the Premises in its damaged condition (without any reduction in the Purchase Price) together with any insurance proceeds payable by virtue of such loss or damage, in which event, at and as a part of the closing, Landlord shall execute and deliver to Tenant such instruments and documents as may be necessary or desirable to effect the absolute and unconditional assignment to Tenant of the right to receive such insurance proceeds. If Tenant does not elect to close, the Option will be terminated and Tenant will be relieved of any further obligation under the Option and Tenant's Deposit hereunder shall be returned to Tenant and Tenant shall have no further claim to the Premises except as may otherwise exist under the Lease. Additionally, Landlord shall use good faith efforts to obtain prior to closing the written commitment from the insurance carrier or carriers to pay all of such insurance proceeds to Tenant forthwith upon written demand of Tenant, which written commitment, if so obtained by Landlord, shall be delivered to Tenant at and as a part of the closing.

Landlord and Tenant hereby agree to work together promptly to determine, in their best collective judgment, whether the damage can be repaired prior to the date of closing.

13. MISCELLANEOUS.

(a) Notices. Any notices or other communications which may be required or desired to be given under the terms of this Agreement shall be sent in accordance with the notice provisions of the Lease.

(b) Modification and Waiver. This Agreement may not be changed, amended or modified in any respect whatsoever except in writing signed by both parties, nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by the party or parties to whose detriment the waiver inures.

(c) Attorneys' Fees. In connection with any litigation, including appellate proceedings, arising out of or under this Agreement, the prevailing party in such litigation shall be entitled to recover such party's reasonable out-of-pocket costs and reasonable attorneys' and paralegals' fees incurred prior to trial, at trial and on appeal.

(d) Venue. The venue of any litigation arising out of this Agreement shall be in Dutchess County, New York.

(e) (Intentionally omitted).

(f) Governing Law. This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of New York.

(g) Exhibits. Any exhibits attached hereto and referred to herein are by such attachment and reference made a part of this Agreement for all purposes.

(h) Paragraph Headings. The paragraph headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement; the paragraph headings shall be ignored in construing and interpreting this Agreement.

(i) Singular and Plural Usages. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

(j) Construction of Agreement. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

(k) Assignment; Successors and Assigns. This Agreement may not be assigned by Tenant without Landlord's prior written consent, which may be withheld in Landlord's sole discretion, except that Tenant may assign the Option to any entity which is owned or controlled by the same persons or entities as Tenant without Landlord's consent. In the event of any assignment requiring Landlord consent, the assignee must assume all of the obligations of Tenant hereunder, in writing, in form and content acceptable to Landlord, and such written assignment and assumption must be provided to Landlord as a condition to Landlord's consent. In addition, no assignment shall relieve Tenant of its obligations hereunder. Landlord may not assign this Agreement without prior written notice to Tenant.

(l) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof, to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent possible.

(m) No Partnership or Joint Venture. The relationship of Tenant and Landlord hereunder is that of Tenant and Landlord only, and none of the provisions of this Agreement are intended to or do create a partnership or joint venture.

(n) Radon. 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 New York. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

(o) 1031 Exchange. If Landlord elects to treat the sale of the Premises as a deferred exchange under Section 1031 of the Internal Revenue Code, Tenant shall cooperate with Landlord in effecting such exchange so long as Tenant incurs no additional risk or expense in connection therewith.

2. **R-25-82**, Resolution Approving Agreement between the City of Poughkeepsie and the Poughkeepsie City School District (PCSD) Allowing the Student Athletic Basketball Program (SABP) to use the Gymnasiums through the 2028 Program Year

RESOLUTION

(R-25-82)

INTRODUCED BY CHAIRMAN WILSON; COUNCILMEMBER SHOOK, PATTERSON THOMPSON, HENRY, MENIST, BROWN, JAMES, GRANT, MCCLINTON:

WHEREAS, Poughkeepsie City School District (PCSD) owns and maintains gymnasiums and related facilities at its High School, Middle School, and five elementary schools; and

WHEREAS, the City is desirous of utilizing PCSD's gymnasiums for the Student Athletic Basketball Program (SABP); and

WHEREAS, the Common Council of the City of Poughkeepsie and governing boards of PCSD have determined that it is in their mutual interests to enter into an Agreement for the purpose of allowing the Student Athletic Basketball Program to use the gymnasiums for the through the 2028 program year; and

WHEREAS, the Common Council of the City of Poughkeepsie and governing boards of PCSD have determined that it is in their mutual interests to share the costs of running such program which operates for the benefit of youth in the City of Poughkeepsie who are students of the Poughkeepsie City School District; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into an agreement with each other in order to provide cooperatively, jointly and by contract any facility, service, activity or undertaking which each participating municipal corporation has the power to provide separately; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby authorizes the Mayor to execute the attached Inter-municipal Agreement in form and substance as attached hereto.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into as of the ___ day of November, 2025, between the **POUGHKEEPSIE CITY SCHOOL DISTRICT**, a school district of the State of New York, with offices at 11 College Avenue, Poughkeepsie, New York 12603 (hereinafter "PCSD") and **THE CITY OF POUGHKEEPSIE**, a small city within the State of New York, with offices at Municipal Building, Poughkeepsie, New York 12601.

WITNESSETH:

WHEREAS, PCSD owns and maintains gymnasiums and related facilities at its High School, Middle School, and five elementary schools; and

WHEREAS, the City is desirous of utilizing PCSD's gymnasiums for the City Recreation Basketball League; and

WHEREAS, governing boards of PCSD and the City have determined that it is in their mutual interests to enter into this Agreement for the purpose of allowing the [Student Athletic Basketball Program] to use the gymnasiums for the City Recreation Basketball League; and

WHEREAS, governing boards of PCSD and the City have determined that it is in their mutual interests to share the costs of running such program which operates for the benefit of youth in the City of Poughkeepsie who are 4th, 5th and 6th grade students of the Poughkeepsie City School District; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreement with each other in order to provide cooperatively, jointly and by contract any facility, service, activity or undertaking which each participating municipal corporation has the power to provide separately; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. PCSD will allow the City to use its facilities; i.e. gymnasiums and locker rooms at the Elementary, Middle School and High schools without charge. Additionally, PCSD will provide \$5,000.00 toward the cost of running this program which shall be available to students of the PCSD. In addition, PCSD will provide security staff to work at competitive events throughout the season.
2. The City agrees to provide \$10,000 towards the cost of uniforms and any other costs to support the Student Athletic Basketball program in consideration of the City's use of the PCSD facilities as set forth above. The City or PCSD will not cover any travel costs, and the program must operate in the City of Poughkeepsie.
3. The City and PCSD shall furnish, at the time of the signing of this Agreement, proof of insurance for Commercial General Liability (CGL) insurance in the

amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including products and completed operations, as well as Excess coverage in the amount of \$2,000,000 on a "follow-form" basis. The insurance policies will name the Poughkeepsie City School District, its officers, employees and agents, as an additional named insured with ISO additional insured endorsement CG 20 26 or equivalent. Additionally, the City shall provide proof of Workers' Compensation insurance. The insurance shall remain in force at all times during the term of this Agreement and any renewal hereof, and shall provide for any notice of cancellation to be sent to PCSD at least 30 days prior to any cancellation. The City's failure to obtain or maintain such insurance coverage shall result in the immediate termination of this Agreement, without notice.

4. The City agrees to comply with applicable laws and regulations as well as PCSD's policies, rules, regulations and procedures with regard to the use of its facilities, and which may be subject to change from time to time.
5. It is expressly understood that PCSD shall not be responsible for the payment of any debts or obligations incurred by the City in connection with this program.
6. This Agreement constitutes the complete understanding of the parties. No modification or any provision of this Agreement shall be valid unless in writing and signed by both parties, after authorization by the governing body of PCSD and the City.
7. This Agreement shall be for a term of three (3) years, the term to commence on February 2, 2026 and to end on December 29, 2028, subject to renewal for additional three-year terms upon approval of the governing body of each party hereto.
8. This Agreement may not be assigned by either party.
9. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, after authorization by the respective governing bodies, on the day and year first above written.

POUGHKEEPSIE CITY SCHOOL DISTRICT

BY: _____

THE CITY OF POUGHKEEPSIE

BY: _____

Yvonne S. Flowers

Mayor

IX. CONSENT AGENDA: ORDINANCES AND LOCAL LAWS:

X. ACTION AGENDA: MOTIONS AND RESOLUTIONS:

XI. ACTION AGENDA: ORDINANCES AND LOCAL LAWS:

XII. MAYOR'S COMMENTS:

XIII. CHAIRMAN'S COMMENTS AND PRESENTATIONS:

I'd just like to thank everyone that came out. Also, thank everyone that participated in the local elections. As we just said, you heard it over and over again that the blue wave is here. Welcome to our 8th Ward Councilmember-Elect Mr. Atonna, we look forward to all the great ideas you have been presenting to put into effect.

And once again, thank everyone here, everyone that's listening at home. And we want to continue, as you've heard from our Councilman Menist about the history of some of the things. As you just know, that we are continuously working to make improvements to the City of Poughkeepsie. Those that have been a constant or have been here for a long time know that we did not get here overnight, and we will not get out of here overnight. But it's slowly, as you can see, working together, the suggestions with the town, a lot of with the county, the legislators, all those things are already in place and already in motion, and we just look forward to making our city as it always is, the premier city for our county.

I do want to just address one thing too. It was said that crime and things like that are up in Poughkeepsie. That is actually false.

The Chief of Police has expressed that numerous times, has also expressed it during the informational meeting. Crime is not up in the City of Poughkeepsie. Only difference is, is that we know is that you get to see it more because of social media, Newsbreak like that. So it seems like crime is going on because you're seeing more than you used to see on your cell phones, but crime is not up.

Vagrancy and all those type of things and loitering, that's up, but we already know the problem because of that. We all know that the county and different municipalities have sent a lot of their people for the services to the City of Poughkeepsie. So, that wasn't happening before, but now that has happened, and that's what we're dealing with. And, as Councilman Henry said, we're going to be working diligently with the police department in the city to help clean up Main Street.

But crime is not up. It's actually the police and the task force has been doing a tremendous amount of work to to mitigate that. Main Street is our number one issue, and we're all aware of it, and we're all on top of it.

Official Minutes of the Common Council Meeting of November 18, 2025

So thank you all for coming out.

XIV. ADJOURNMENT:

At 7:23pm a motion to adjourn the meeting was made by 7th Ward Council Member Patterson Thompson and seconded by 6th Ward Council Member Grant.

Dated: November 20, 2025

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on Tuesday, November 18, 2025.

**Respectfully submitted,
Donna M. DeLuca
Deputy City Chamberlain**

NOTICE OF CLAIM – CITY OF POUGHKEEPSIE POLICE DEPARTMENT

NOTICE OF CLAIM

Against the City of Poughkeepsie Police Department

CLAIMANT INFORMATION

Realistic Shaqueen Derello

109 Delafield Street, Apt 37

Poughkeepsie, NY 12601

(609) 973-3446

realisticshaqueen@gmail.com

PO'K CITY CHAMBERLAIN
2025 NOV 24 PM02:01

Representing Herself (Pro Se)

Self-representation — subject to change at any time

On behalf of herself and her minor children:

- Rashad ~~(16)~~ Simpson Jr. (16)
- Corey Latimer III (14)
- Royalty Star Higgs (6)

I. INTRODUCTION & BASIS OF CLAIM

This Notice of Claim is filed pursuant to General Municipal Law §50-e against the City of Poughkeepsie Police Department and the City of Poughkeepsie for:

- Negligence
- Failure to investigate a violent felony assault
- Accepting and forwarding false allegations
- Failing to interview material witnesses
- Bias and retaliatory policing

NOTICE OF CLAIM – CITY OF POUGHKEEPSIE POLICE DEPARTMENT

- Emotional distress and mental anguish
- Public humiliation
- Violation of victims' rights
- Aggravation of documented mental-health conditions
- Long-term harm to Claimant and her children

II. DETAILED FACTUAL ALLEGATIONS

1. Violent Assault – May 17, 2025

- Claimant was sliced in the face five times.
- Corey was sliced across the forearm.
- Another victim was slashed from neck to cheek.
- Police failed to conduct a proper investigation, collect consistent statements, or secure evidence.

2. False Allegations – September 17, 2025

- Attacker filed a false report claiming Claimant followed her.
- Video evidence contradicted her claim.
- Police failed to review, secure, or acknowledge the video.

3. Police Failure to Investigate

- Police did not speak with Claimant.
- No witness interviews were conducted.
- No timeline verification.
- No follow-up investigation.
- Police forwarded false statements to prosecutors without verification.

4. Arraignment Based on Police Misconduct – October 20–24, 2025

NOTICE OF CLAIM – CITY OF POUGHKEEPSIE POLICE DEPARTMENT

- Claimant was served and arraigned on false charges initiated solely through police forwarding false claims.
- Police supported the attacker's story despite clear evidence to the contrary.

5. Witness Ignored – October 24, 2025

- A material witness accompanied Claimant to BOTH court and the police station.
- The witness attempted to provide a statement.
- Police personnel ignored the witness and refused to document or interview her.
- This demonstrates intentional negligence and suppression of exculpatory evidence.

6. FOIL Clarification – No Police Involvement

- The Claimant had NO FOIL communications with the Police Department.
- Police did NOT acknowledge, deny, or process any FOIL requests.
- All FOIL actions (acknowledgment and denial) were handled exclusively by the Dutchess County District Attorney's Office.
- Police liability relates ONLY to negligence, failure to investigate, and forwarding false allegations—not FOIL handling.

7. Ongoing Harm

- Police misconduct contributed directly to Claimant's wrongful arraignment, emotional suffering, and aggravated mental-health conditions.

III. DOCUMENTED MENTAL-HEALTH CONDITIONS

Diagnosed conditions (2019):

- Borderline Personality Disorder (BPD)
- Generalized Anxiety Disorder (GAD)
- Obsessive Compulsive Disorder (OCD)
- Post-Traumatic Stress Disorder (PTSD)

NOTICE OF CLAIM – CITY OF POUGHKEEPSIE POLICE DEPARTMENT

Police misconduct aggravated these conditions, causing:

- Panic attacks
- Hypervigilance
- PTSD triggers
- Emotional dysregulation
- Sleep disturbance
- Increased stress and fear of law enforcement

IV. DAMAGES – TOTAL CLAIM: \$3,000,000

1. Realistic Shaqueen Derello – \$1,500,000

- Physical injury
- Emotional distress
- Mental-health deterioration
- Reputational harm
- Trauma caused by negligent policing

2. Corey Latimer III – \$900,000

- Physical injury
- Emotional and psychological trauma

3. Rashad – \$300,000

- Emotional distress and secondary trauma

4. Royalty Star Higgs – \$300,000

- Emotional and developmental impact

NOTICE OF CLAIM – CITY OF POUGHKEEPSIE POLICE DEPARTMENT

V. GENERAL MUNICIPAL LAW §50-e STATEMENT

This Notice of Claim is filed within ninety (90) days of the incidents and satisfies all requirements under GML §50-e.

VI. GENERAL MUNICIPAL LAW §50-h REQUEST

Claimant demands a hearing and examination under oath pursuant to General Municipal Law §50-h at the earliest possible date.

VII. PLACE & MANNER OF OCCURRENCE

All events occurred within the City of Poughkeepsie:

- Poughkeepsie Police Department
- Poughkeepsie City Court
- Public areas where incidents occurred

VIII. REPRESENTATION

Claimant is currently self-represented (Pro Se). Representation is subject to change without notice.

IX. SIGNATURE


Realistic Shaqueen Derello

Claimant, Pro Se

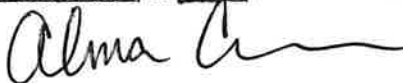
Date: 11/24/2025

X. NOTARY ACKNOWLEDGMENT (OPTIONAL)

State of New York

County of Dutchess

STATE OF NEW YORK) ss.:
COUNTY OF DUTCHESS)
Sworn to before me this 24th
day of November, 2025.



ALMA J COVONE
NOTARY PUBLIC, State of New York
No. 04CO6367801
Qualified in Dutchess County
Commission Expires 11/27/2025



585 STEWART AVENUE
SUITE 615
GARDEN CITY, NY 11530
TEL: 516.858.5887
FAX: 516.858.5867

November 17, 2025

City of Poughkeepsie
62 Civic Center Plaza, 3rd Fl.
Poughkeepsie, NY 12601

Re: Black Market Canna Co LLC
89 Main St.
Poughkeepsie, NY 12601

Dear City Officials:

I am writing to you on behalf of my client, Black Market Canna Co LLC, located at the address above. My client intends to renew its license to operate a cannabis dispensary at 89 Main St., Poughkeepsie, NY 12601.

As you are aware, part of the process requires that we notify the local municipality or Community board. Please consider this letter notification for the above referenced license.

Please forward any meeting notification information and/or questionnaire to my office, at the address indicated in our letterhead above, or to MJ@jamesfrm.com. Please feel free to contact me directly at (516) 858-5887 if you need any further information.

Yours very truly,

Michael A. James
Of The James Firm



RE: Notification of adult-use retail dispensary license application

License Type: License Renewal

Previous DBA:

License Number: OCM-CAURD-24-000088

POK CITY CHAMBERLAIN
2025 NOV 25 PM 12:35

Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name) Black Market Canna Co LLC

of (dba)

have obtained a provisional license from the Cannabis Control Board and intend to file an application for full licensure with the Office of Cannabis Management to open a



retail dispensary



on-site consumption business

in (county name) Kings County
located at:

. This business, once the license is approved, shall be

Street: 89 Main Street

Unit:

City of Poughkeepsie

Zip code: 12601

The mailing address is (if different from business location):

Street: 585 Stewart Avenue, Ste. 615

Unit:

City/Town/Village: Garden City

State: Zip code: 11530

(As applicable, name of business if different from above) The James Firm
has retained the legal services of (attorney or representative)

Name: Michael A. James

Street: 585 Stewart Avenue

Unit: Ste 615
City/Town/Village: Garden City
State: Zip code: 11530
Telephone with area code: 5168585887

If you would like to express an opinion to the Cannabis Control Board please respond to this notification within 30 days by mail to:

Attn: Licensing Division
New York State Office of Cannabis Management
P.O. Box 2071
Albany, NY 12220

Thank you.

Signed

A handwritten signature in black ink, appearing to be 'JD' or similar, written over the word 'Signed'.

Today's date: 11/17/2025

R E S O L U T I O N
(R-25-83)

INTRODUCED BY COUNCILMEMBERS HENRY, BROWN, JAMES AND GRANT

WHEREAS, the members of the Board of Assessment Review are appointed by the Common Council pursuant to the City of Poughkeepsie Administrative Code §5.02(1) and the Section 523 of the New York Real Property Tax Law; and

WHEREAS, member Kenneth Stickle has previously served as Chairman of the Board of Assessment Review and has expressed an interest in continued service; and

WHEREAS, the Commissioner of Assessment has recommended the reappointment of Kenneth Stickle as a member of the Board of Assessment Review; and

NOW, THEREFORE,

BE IT RESOLVED that the Common Council of the City of Poughkeepsie does hereby re-appoint Kenneth Stickle to the Board of Assessment Review to fill a term of five (5) years commencing October 1, 2025 and expiring September 30, 2030.

SECONDED BY COUNCILMEMBER _____

RESOLUTION

(R-25-84)

SPONSORED BY CHAIRMAN WILSON; COUNCILMEMBERS PATTTERSON THOMPSON, MENIST, JAMES AND GRANT

WHEREAS, Maselo Realty, LLC has made application to the City of Poughkeepsie to rezone certain property for a nine (9) acre vacant parcel of land on Milton Street from RNA to RND; and

WHEREAS, the Common Council of the City of Poughkeepsie, by Ordinance O-21-01 on February 16, 2021, previously rezoned the nine (9) acre vacant parcel of land located on Milton Street known on the tax maps as Grid No. 6162-73-623227 from R-2 (Medium Low Density Residential District) to Planned Residential Development (PRD); and

WHEREAS, pursuant to City of Poughkeepsie City Code Section 19-4.1(6)(a)¹, a rezoning to PRD is effective for twelve months and the Common Council is authorized to grant extensions to the approval up to a maximum of 3 years and 6 months; and

WHEREAS, all extensions of the previous approval have been exhausted; and

WHEREAS, the applicant seeks a rezoning to RND for the same exact development plan; and it was determined by staff in the Development Department that a rezoning to RND would require fewer area variances from the Zoning Board of Appeals.

WHEREAS, the application will require review under the State Environmental Quality Review Act (SEQRA) and site plan approval from the Planning Board.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby refers this application to the Planning Board for purposes of undertaking the appropriate review under SEQRA.

SECONDED BY: _____

¹ Previously Code Section 19-3.18(6)(a) prior to November 2024.



**THE CITY OF POUGHKEEPSIE
NEW YORK
DEVELOPMENT DEPARTMENT
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4047**

Europa McGovern
Commissioner

Email: emcgovern@cityofpoughkeepsie.com

MEMORANDUM

DATE: November 14, 2025

TO: City of Poughkeepsie Corporation Counsel and Members of the Common Council

RE: **Milton Street Application for Rezoning**

The Development Department is in receipt of an application for the rezoning of the vacant 9-acre parcel on Milton Street (Tax Map Parcel #6162-73-623227) from an RNA District to an RND District. The application is enclosed with the communication to the Common Council for consideration. Included with the application are plans detailing development of the parcel for 63 dwelling units (31 one-bedroom units and 32 two-bedroom units) in two 3-story buildings with off-street parking, a swimming pool and pool house. As single family dwellings are the only residential use permitted in RNA Districts, the applicant seeks rezoning to a zoning district which would permit the use proposed.

To put this application in context, here is a summary of the most recent history of the property:

- December 5, 2019: the owner filed an application for rezoning of the parcel from R-2 to PRD, which was referred to the Planning Board for recommendation;
- September 29, 2020: the Planning Board recommended that rezoning to the Common Council;
- January 20, 2021: the Planning Board issued a negative declaration for SEQRA purposes;
- February 16, 2021: the Common Council rezoned the parcel to PRD. As the underlying zoning was R-2, the number of units allowed was limited to the lot area requirements of that district (392,040 sf divided by 6,000 sf per unit = 65 units);
- May 25, 2021: the owner filed an application for site plan review for the project under the PRD regulations: zoning deficiencies were identified;
- June 6, 2021: the owner filed an application for area variances with the ZBA;
- September 14, 2021: the ZBA granted three area variances for the project (access to an arterial street, buffer strips, location of accessory uses);
- The application was on numerous Planning Board agendas, last appearing in October 2021.
- February 22, 2022: the Common Council extended the rezoning for six months at the owner's request: no further extensions were granted;
- September 6, 2024: a Municipal Consent to Form a Sewage-Works Corporation was approved by the Common Council and the Mayor;
- November 4, 2024: the property was rezoned to RNA as part of the Common Council's adoption of the City of Poughkeepsie Zoning Ordinance, along with entire neighborhood of primarily single-family dwellings to the north (which provides the only access to the property).



**THE CITY OF POUGHKEEPSIE
NEW YORK**

DEVELOPMENT DEPARTMENT
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601

Phone: (845) 451-4047

Email: emcgovern@cityofpoughkeepsie.com

Europa McGovern
Commissioner

Please additionally note that the parcel is located directly on the Fallkill Creek and is in Zone A of the 100-year floodplain. Section 19-6.6(6) of the Zoning Code provides that not more than 10% of the minimum area requirement of a lot may be fulfilled by land which is under water or subject to periodic flooding, which essentially means that the developable lot area is 6.17 acres as opposed to 9 acres.

The Development Department stands ready to assist the Common Council in considering this application and can provide any additional information, context, and recommendations as requested.

Europa McGovern

Commissioner of Development

CC: Jamar Cummings, City Chamberlain



CITY OF POUGHKEEPSIE
NEW YORK
PLANNING DEPARTMENT
VIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4010 Fax: (845) 451-4006

OFFICE USE ONLY

CODE: _____

ID # _____

FEES: \$1,000.00

APPLICATION FOR REZONING

PROJECT ADDRESS(ES): Milton Street, City of Poughkeepsie, Dutchess County, New York

GRID #(s): 131300-6162-73-623227

(ADD ADDITIONAL SHEETS IF NECESSARY)

APPLICANT: Maselo Realty, LLC (Simon Abikhzer)

Street: 18 Eastview Road

Town/Zip: Monsey, NY 10952

Phone: 845-341-7395

Email: simonabikhzer@gmail.com

Applicant is: ☒ X Owner ☐ Contract Vendee

If Applicant is a Corporation, LLC, LP, PC, D/B/A or Partnership, provide the name of the principal(s) who will be representing the rezoning application: _____

Simon Abikhzer

If applicant is a Corporation, LLC, LP, PC, D/B/A or Partnership, provide names of all shareholders, members, partners and/or officers: _____

Simon Abikhzer

Date that Corporation, LLC, LP, PC D/B/A or Partnership was formed or registered to do business in New York State: 7/26/2004

IF THE APPLICANT IS NOT THE OWNER, DOCUMENTATION AUTHORIZING THE APPLICANT TO PURSUE APPROVALS, SUCH AS AN EXECUTED CONTRACT OF SALE OR OPTION TO PURCHES, MUST BE SUBMITTED.

Not applicable - Owner is applicant.

CONSULTANT: LaBella Associates (Caren LoBrutto)

Street: 21 Fox Street

Town/Zip: Poughkeepsie, NY 12601

Phone: (845) 486-1458

Email: clobrutto@labellapc.com



THE CITY OF POUGHKEEPSIE

NEW YORK

PLANNING DEPARTMENT

62 CIVIC CENTER PLAZA

POUGHKEEPSIE, NY 12601

Phone: (845) 451-4010 Fax: (845) 451-4006

APPLICATION FOR REZONING PROJECT INFORMATION

ADDRESS: Milton Street, City of Poughkeepsie, Dutchess County, New York

CURRENT ZONING: Residential Neighborhood A (RNA)

PROPOSED ZONING: Residential Neighborhood D (RND)

DESCRIBE THE PROJECT FOR WHICH THE REZONING IS REQUESTED: _____

Proposed 63-unit multifamily development (31 one-bedroom units and 32 two-bedroom units)
clustered within two buildings.

Will the project require any of the following approvals after rezoning? Please check all that apply:

- ☒ Site Plan from the Planning Board
- ☐ Special Permit from the Planning Board
- ☐ Subdivision (lot line adjustment)
- ☐ Use variance from the Zoning Board of Appeals
- ☐ Area variance(s) from the Zoning Board of Appeals

APPLICANT'S CERTIFICATION

By his/her signature, the applicant vows that: 1) He/She has read this application and is familiar with its contents and that the information provided herein is complete and true to the best of the applicant's knowledge; 2) He/She has read, is familiar with, and understands the requirements of the City of Poughkeepsie provision(s) affecting and/or regulating the project for which this application is made; 3) He/She agrees to comply with the requirements of the City of Poughkeepsie affecting and/or regulating the project for which this application is made, including any general or special conditions of permits or approvals granted by any board, agency or department of the City of Poughkeepsie; and, 4) He/She has read this statement and understands its meaning and terms.


Applicant's signature

10/24/25
Date



**THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING DEPARTMENT
62 CIVIC CENTER PLAZA
POUGHKEEPSIE, NY 12601**

Phone: (845) 451-4010 Fax: (845) 451-4006

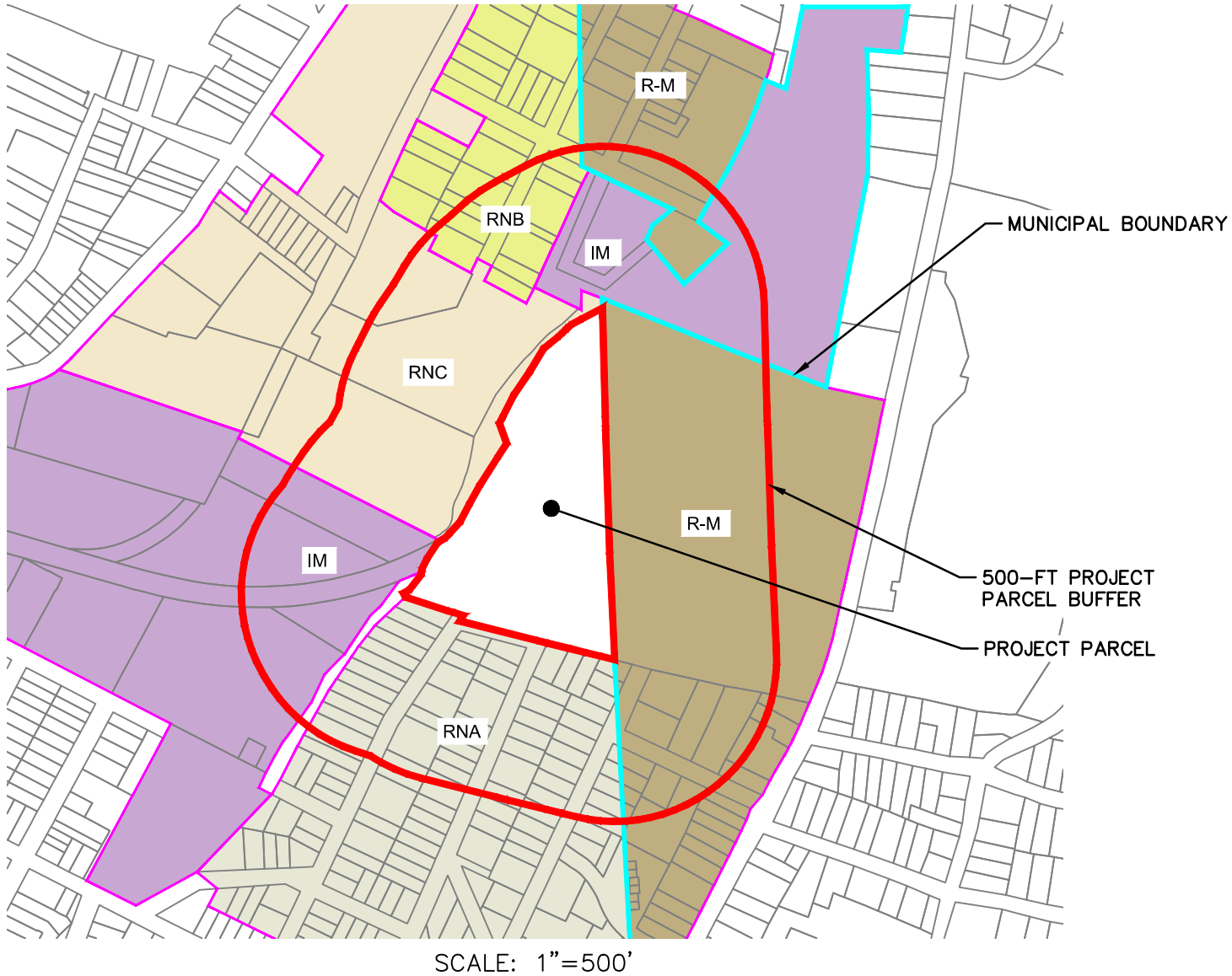
APPLICATION FOR REZONING

INSTRUCTIONS FOR FILING APPLICATION FOR REZONING

Complete the attached application (type or print legibly) and return to the Planning Department with the following information/documentation:

- 1) One (1) hard copy of a tax map illustrating the parcel or parcels under review, as well as all parcels within 500 feet, indicating the current zoning of all those properties;
- 2) One (1) hard copy of a site plan indicating the proposed development of the parcel or parcels under review.
- 3) One (1) hard copy of a Part 1 Long Form EAF.
- 4) Application fee (\$1000).
- 5) A CD, flash drive or SD Card with an electronic copy of all applications, forms, documents and maps. The digital copy shall be in a pdf, jpg, tiff or other suitable write-protected image format capable of being opened and view using any standard Windows software.

Once the application and supporting documentation has been received, the Planning Staff will review it for completeness and consistency with City planning objectives, and prepare an analysis for the Common Council, which body is charged with the authority to rezone parcels. At that time, you will be contacted relative to the number of copies required for circulation, and any other forms needed to secure a place on a Council agenda.



LaBella Powered by partnership. 21 Fox Street Poughkeepsie, NY 12601 (845) 454-3980 labellapc.com © 2022 LaBella Associates	It is a violation of New York Education Law Article 145 Sec.7209, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way, if an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.			ISSUED FOR: FIGURE - NOT FOR CONSTRUCTION	
	DRAWING NAME: 500-FT BUFFER ZONING MAP		DRAWN BY: JRR	DATE: 10/28/2025	PROJECT NO.: CZ81947.00
	PROJECT NAME: HIGHVIEW AT THE FALLKILL CREEK MILTON STREET, CITY OF POUGHKEEPSIE, DUTCHESS COUNTY, NY		FIGURE-1		

Drawing Name: B:\GLOBAL\Legacy\Chazell\Projects\1904-3\1999\1947.00 - Highway II\DWG\00_0001_191947_TITLE.dwg
User: Atanacki, J. J. (JACK) 2/19/2025 10:14:20 AM
Drawn: Project 1947.00 2/19/2025 10:14:20 AM

PARKING TABLE					
ZONING DISTRICT: RESIDENTIAL NEIGHBORHOOD D (RND)					
USE: MULTIFAMILY DWELLING					
REQUIREMENTS: BELOW ARE FROM THE OCTOBER 2024 CITY OF POUGHKEEPSIE ZONING AND LAND USE REGULATIONS, CHAPTER 19, ARTICLE 6, SECTION 19-6.2 AND FROM THE DOJ 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN					
REQUIREMENT	PROPOSED # DWELLING UNITS	REQUIRED # SPACES	PROPOSED # SPACES	REQUIRED # ADA SPACES	PROVIDED # ADA SPACES
1.25 PARKING SPACES PER DWELLING UNIT	63	79	124	5	5

BULK DIMENSIONAL TABLE			
ZONING DISTRICT: RESIDENTIAL NEIGHBORHOOD D (RND)			
ALL REQUIREMENTS: BELOW ARE FROM THE OCTOBER 2024 CITY OF POUGHKEEPSIE ZONING AND LAND USE REGULATIONS, CHAPTER 19, ARTICLE 2, SECTION 19-2.4			
	UNITS	REQUIRED	PROPOSED
2. LOTS & PARKING			
LOT AREA AND COVERAGE			
A. MINIMUM LOT AREA (5+ UNITS)	SF	8,000	379,538
B. MINIMUM LOT WIDTH	FT	30	340
C. MAXIMUM LOT COVERAGE (ALL IMPERVIOUS)	%	80%	21%
PARKING LOCATION & ACCESS			
D. MINIMUM PRIMARY STREET SET-BACK (PRIMARY STRUCTURE PRIMARY STREET SETBACK + 5-FT)	FT	5	176
E. MINIMUM SECONDARY STREET SETBACK	FT	10	N/A
F. MINIMUM SIDE YARD SETBACK	FT	10	12
G. MINIMUM REAR YARD SETBACK	FT	5	265
H. MAXIMUM DRIVEWAY WIDTH	FT	15	N/A
3. BUILDING PLACEMENT			
PRIMARY STRUCTURE SETBACKS			
A. MINIMUM PRIMARY STREET SET-BACK	FT	0	209
B. MINIMUM SECONDARY STREET SETBACK	FT	10	N/A
C. MINIMUM SIDE SETBACK	FT	0	116
D. MINIMUM REAR SETBACK	FT	15	176
ACCESSORY STRUCTURE SETBACKS			
D. MINIMUM PRIMARY STREET SET-BACK	FT	NOT PERMITTED	N/A
E. MINIMUM SECONDARY STREET SETBACK	FT	NOT PERMITTED	N/A
F. MINIMUM SIDE SETBACK	FT	5	50
G. MINIMUM REAR SETBACK	FT	5	268
4. BUILDING COMPOSITION			
HEIGHT			
A. MAXIMUM PRIMARY BUILDING HEIGHT	FT	55	35
MAXIMUM PRIMARY BUILDING HEIGHT	STORIES	4	3
MAXIMUM ACCESSORY BUILDING/STRUCTURE HEIGHT	FT	25	
ENTRANCE			
B. PRIMARY STREET FACING ENTRANCE	-	REQUIRED	PROVIDED
C. SIDEWALK FROM ENTRANCE TO PUBLIC SIDEWALK	-	REQUIRED	PROVIDED
DENSITY			
D. DWELLING UNITS	PER LOT	5+	63
ADDITIONAL REQUIREMENTS: BELOW ARE FROM THE OCTOBER 2024 CITY OF POUGHKEEPSIE ZONING AND LAND USE REGULATIONS, CHAPTER 19, ARTICLES 5&6, SECTION SPECIFIED BELOW			
	UNITS	REQUIRED	PROPOSED
FALLKILL CREEK SETBACK (SECTION 19-5.17)	FT	30	128
MINIMUM PARKING LOT LANDSCAPED AREA AS A PERCENTAGE OF TOTAL PARKING LOT AREA (SECTION 19-6.5)	%	7%	21%
MINIMUM PARKING LOT LANDSCAPED AREAS INCLUDING 80-SF OF LAND WITH 1 MEDIUM SHADE TREE (SECTION 19-6.5)	1 PER 20 PARKING SPACES	7	9

DRAWING INDEX	
Sheet Number	Sheet Title
G001	COVER SHEET
G002	NOTES & LEGENDS
C100	EXISTING CONDITIONS PLAN
C120	DEMOLITION & TREE REMOVALS PLAN
C130	SITE PLAN
C140	GRADING & DRAINAGE PLAN
C150	EROSION & SEDIMENT CONTROL PLAN
C160	UTILITY PLAN
C180	LANDSCAPING PLAN
C190	PHOTOMETRIC PLAN
C200	VEHICLE MANEUVERING PLAN
C530	SITE DETAILS 1
C531	SITE DETAILS 2
C540	STORMWATER DETAILS
C550	EROSION & SEDIMENT CONTROL DETAILS
C560	WATER DETAILS 1
C561	WATER DETAILS 2
C570	SANITARY SEWER DETAILS
C580	LANDSCAPING DETAILS

CITY PLANNING BOARD
CITY OF POUGHKEEPSIE, NEW YORK
SITE PLAN APPROVAL

FILE NO:
PROJECT NAME:
PROJECT LOCATION:
APPLICANT:

OFFICIALLY APPROVED AT THE PLANNING BOARD

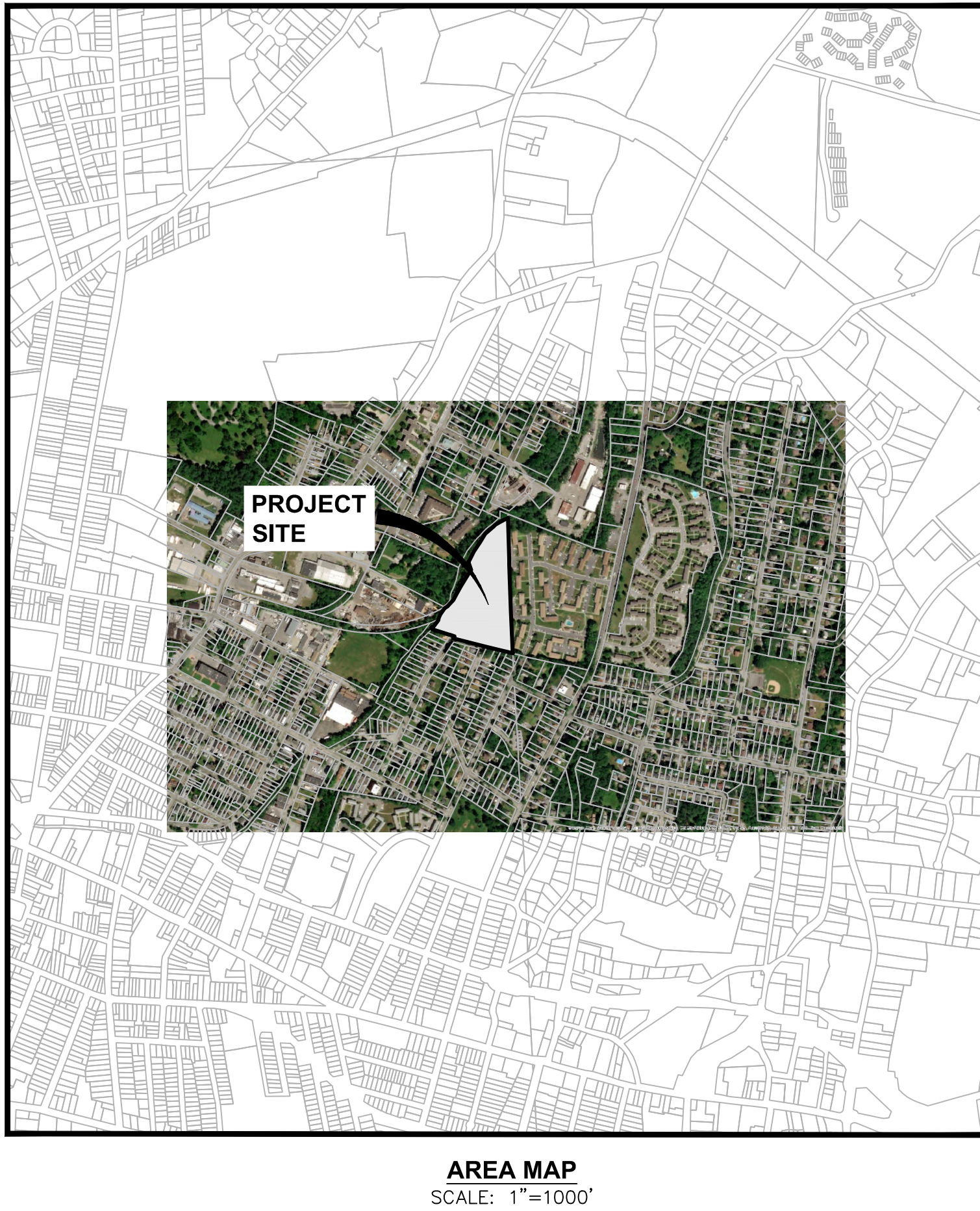
MEETING HELD THE ____ DAY OF _____ 2____

PLANNING CHAIR:

DESIGNEE:

DATE SIGNED:

CONDITION(S):



CITY OF POUGHKEEPSIE DEPARTMENTAL SIGNATURES

FIRE CHIEF	DATE
POLICE CHIEF	DATE
BUILDING INSPECTOR	DATE
CITY ENGINEER	DATE
COMMISSIONER OF PUBLIC WORKS	DATE



- ADJOINING PARCELS
- ① GEORGES, ANTHONY J
JOHNSON, IRVIN
50 W AMOLD RD
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-74-626174

② GEORGES, ANTHONY J
JOHNSON, IRVIN
W AMOLD RD
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-74-631172

③ GEORGES, ANTHONY J
JOHNSON, IRVIN
50 W AMOLD RD
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-74-636171

④ KANE, JOSEPH
SCHOONMAKER, AMANDA
146 CORLIES AVE
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-74-643173

⑤ JOSEPH ASTACIO (PRIMARY)
ANJANETTE BURGOS (ADDITIONAL)
CHRISTIAN F. BURGOS (ADDITIONAL)
142 CORLIES AVE
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-74-641163

⑦ KANE, JOSEPH
SCHOONMAKER, AMANDA
146 CORLIES AVE
POUGHKEEPSIE, NY 12601
TAX ID No: 134689-6162-19-649171

⑧ JOSEPH ASTACIO (PRIMARY)
ANJANETTE BURGOS (ADDITIONAL)
CHRISTIAN F. BURGOS (ADDITIONAL)
142 CORLIES AVE
POUGHKEEPSIE, NY 12601
TAX ID No: 134689-6162-19-648165

⑨ WOOD, NICHOL SL
143 CORLIES AVE
POUGHKEEPSIE, NY 12601
TAX ID No: 134689-6162-19-663164

⑩ MOUNTAIN BROOK GARDENS LLC
134 INNIS AVE
POUGHKEEPSIE, NY 12601
TAX ID No: 134689-6162-19-685225

⑪ CITY OF POUGHKEEPSIE
26 HOWARD ST
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-66-705372

⑫ CITY OF POUGHKEEPSIE
25 HOWARD ST
POUGHKEEPSIE, NY 12601
TAX ID No: 134689-6162-15-668303

⑬ HIGHRIDGE GARDENS HOUSING
140-150 HUDSON AVE EXT
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-65-590267

⑭ BSM3 HOLDINGS, LLC
1913 ROUTE 44
PLEASANT VALLEY, NY 12569
TAX ID No: 131300-6162-73-567244

⑮ MILLENS, JOAN TRUSTEE (PRIMARY)
LENEFSKY, DAVID TRUSTEE (ADDITIONAL)
MULA, PAUL TRUSTEE
20 VAN KLEECK DR
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-73-528212

⑯ TOWN OF POUGHKEEPSIE
COTTAGE ST REAR
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-73-562189

⑰ SMITH, HEYWOOD V (PRIMARY)
GREEN SMITH, PAMELA (ADDITIONAL)
45 FITCHETT ST
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-73-587190

⑱ JOHNSON, ALLEN JR III
FITCHETT ST
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-73-602181

⑲ JOHNSON, ALLEN JR III
51 W ARNOLD RD
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-73-612178

⑳ BSM3 HOLDINGS, LLC
1913 ROUTE 44
PLEASANT VALLEY, NY 12569
TAX ID No: 131300-6162-73-557223

㉑ PHI-TAN LLC
165 SMITH ST.
POUGHKEEPSIE, NY 12601
TAX ID No: 131300-6162-72-461234

21 Fox Street
Poughkeepsie, NY 12601
845-454-3980

labellapc.com

NOT FOR CONSTRUCTION

EXP: ###/##/20## EXP: ###/##/20##

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 0021272
LAND SURVEYING: 0021271
GEOLOGICAL: 0021659

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered, the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

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MASELO REALTY LLC

18 EASTVIEW ROAD
MONSEY, NY 10952

HIGHVIEW AT THE FALLKILL CREEK
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

NO.	DATE	DESCRIPTION:
Revisions		
PROJECT NUMBER: CZ81947.00		
DRAWN BY: JRR		
REVIEWED BY: KGA		
ISSUED FOR: PLANNING BOARD REVIEW		
DATE: 10/28/2025		
DRAWING NAME:		

COVER SHEET

DRAWING NUMBER:

G001

RECORD OWNER/APPLICANT:

MASELO REALTY LLC
18 EASTVIEW RD
MONSEY NY 10952

PROJECT SITE:

MILTON STREET
21 FOX STREET, POUGHKEEPSIE,
DUTCHESS COUNTY,
NEW YORK, 12601

SITE CIVIL ENGINEER:

LaBella Associates
146 CORLIES AVE
POUGHKEEPSIE, NY 12601
PHONE: (845) 454-3980

TAX MAP INFORMATION:

CITY OF POUGHKEEPSIE, DUTCHESS COUNTY
SECTION 131.300 - 6162 - BLOCK 73 - LOT 623227-0000

AREA:

TOTAL PARCEL ACREAGE: 8.713 ACRES
PROJECT DISTURBED ACREAGE: 5.26 ACRES

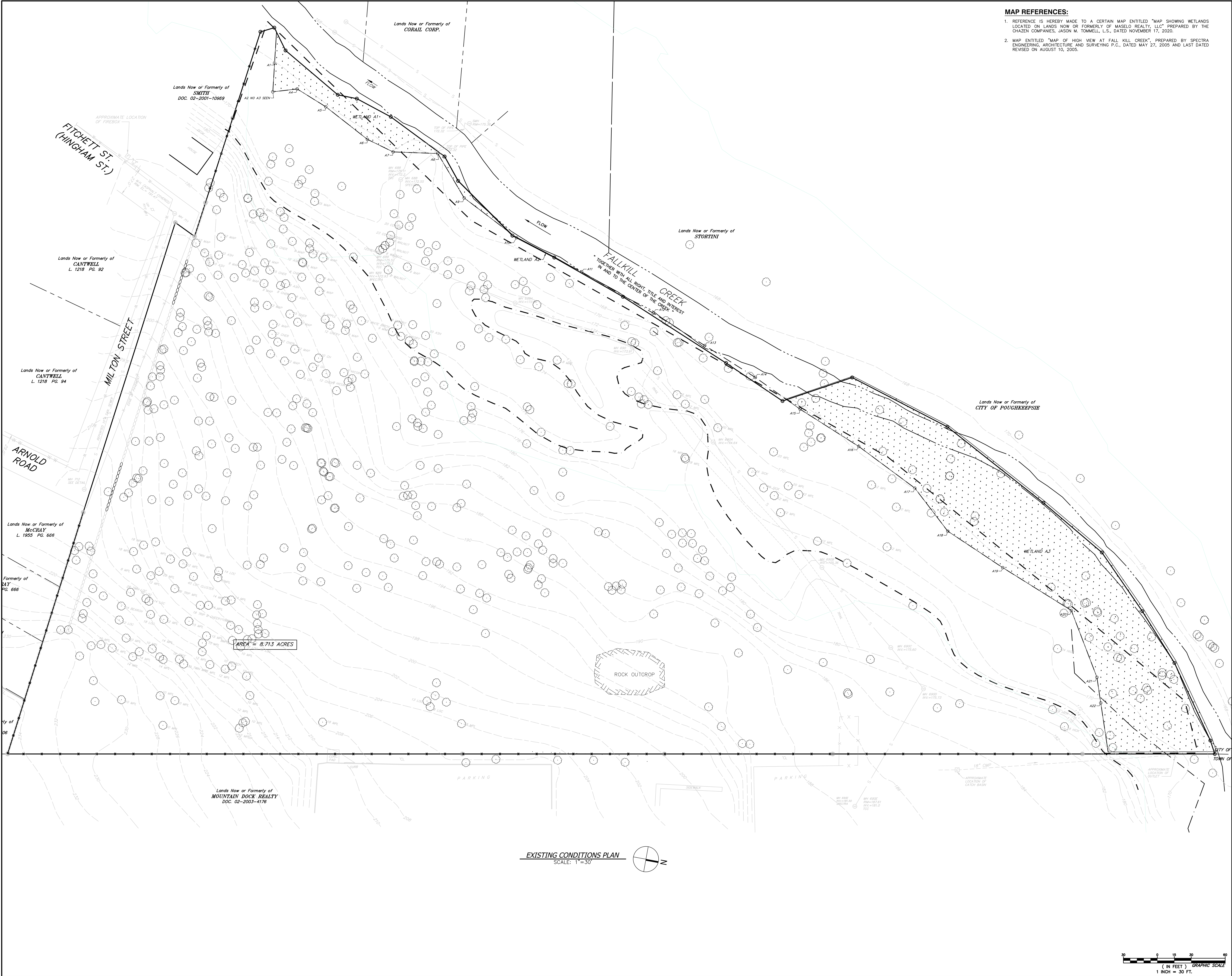


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Poughkeepsie, NY 12601
(845) 454-3980

labellapc.com

Drawing Name: B:\GLOBAL\Legal\Chazen\Projects\1900-3\1999-1947.00 - Highway II\DWG\01 - C100 - EXISTING CONDITIONS PLAN.dwg
User: AdamC
Date: 12/27/2025
Time: 12:27:42pm



- MAP REFERENCES:**
- REFERENCE IS HEREBY MADE TO A CERTAIN MAP ENTITLED "MAP SHOWING WETLANDS LOCATED ON LANDS NOW OR FORMERLY OF MASELO REALTY, LLC" PREPARED BY THE CHAZEN COMPANIES, JASON M. TOMMELL, L.S., DATED NOVEMBER 17, 2020.
 - MAP ENTITLED "MAP OF HIGH VIEW AT FALL KILL CREEK", PREPARED BY SPECTRA ENGINEERING, ARCHITECTURE AND SURVEYING P.C., DATED MAY 27, 2005 AND LAST DATED REVISED ON AUGUST 10, 2005.



21 Fox Street
Poughkeepsie, NY 12601
845-454-3980
labellapc.com

NOT FOR CONSTRUCTION

EXP: ##/##/20## EXP: ##/##/20##

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 0021272
LAND SURVEYING: 0021271
GEOLOGICAL: 0021659

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MASELO REALTY LLC
18 EASTVIEW ROAD
MONSEY, NY 10952

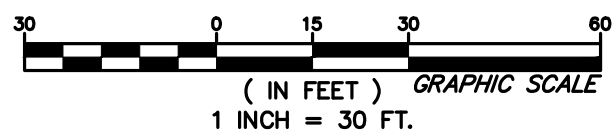
HIGHVIEW AT THE FALLKILL CREEK
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

NO.	DATE	DESCRIPTION
Revisions		
PROJECT NUMBER: C281947.00		
DRAWN BY: JRR		
REVIEWED BY: KGA		
ISSUED FOR: PLANNING BOARD REVIEW		
DATE: 10/28/2025		
DRAWING NAME:		

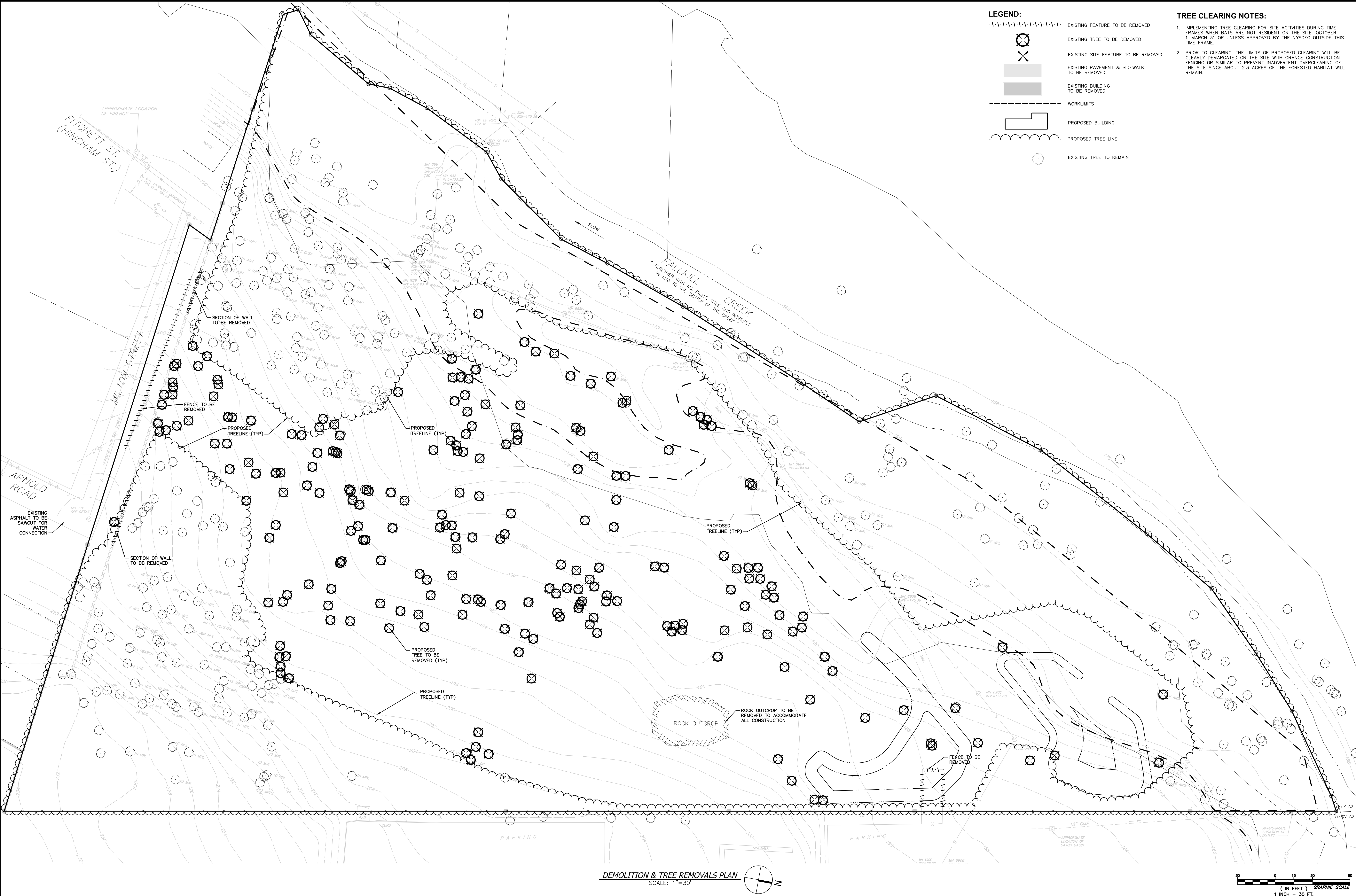
EXISTING CONDITIONS PLAN

DRAWING NUMBER:

C100



Drawing Name: B:\GLOBAL\Utility\Clearing\Projects\1904-3\1999\1947-00-Highview II\DWG\01_C120_81947_TREE REMOVAL PLAN.dwg
User: JRR
Date: 10/28/2025 10:28:25 AM
Plot Date: 10/28/2025 10:28:25 AM



EXISTING TREES																	TOTAL
SPECIES	8"	9"	10"	12"	13"	14"	15"	16"	18"	20"	22"	23"	24"	25"	28"	30"	
APPLE	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
ASH	6	0	3	16	0	0	1	0	0	5	1	0	0	0	0	0	35
BIRCH	0	0	2	2	0	2	1	1	3	0	0	0	0	0	0	0	11
CHERRY	8	0	7	12	1	0	5	0	1	0	0	0	0	0	0	0	34
CHESTNUT	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
COTTONWOOD	1	0	2	1	0	0	0	0	0	3	0	1	3	0	0	0	11
HICKORY	11	1	5	27	0	0	8	0	9	11	0	0	6	0	0	0	78
LOCUST	2	0	8	11	2	7	1	1	5	5	0	0	6	0	1	0	51
MAPLE	31	30	44	81	0	20	14	8	29	17	3	0	10	1	0	2	291
OAK	0	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	3
POPLAR	0	0	0	1	0	0	2	0	0	1	0	0	0	0	0	0	4
SYCAMORE	0	0	0	15	0	0	0	3	0	5	0	0	0	0	0	0	23
WALNUT	5	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	6
WILLOW	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
																	552

TREES TO BE REMOVED																	TOTAL
SPECIES	8"	9"	10"	12"	13"	14"	15"	16"	18"	20"	22"	23"	24"	25"	28"	30"	
APPLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ASH	4	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	6
BIRCH	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	2
CHERRY	5	0	7	2	1	0	2	0	0	0	0	0	0	0	0	0	17
CHESTNUT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COTTONWOOD	1	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	3
HICKORY	4	0	1	10	0	0	0	0	1	1	0	0	3	0	0	0	20
LOCUST	1	0	4	7	1	3	0	0	1	6	0	0	3	0	0	0	26
MAPLE	16	5	13	29	0	11	3	1	18	1	0	0	4	0	0	0	101
OAK	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
POPLAR	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	0	3
SYCAMORE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WALNUT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WILLOW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
																	179

TREES TO BE PRESERVED																	TOTAL
SPECIES	8"	9"	10"	12"	13"	14"	15"	16"	18"	20"	22"	23"	24"	25"	28"	30"	
APPLE	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
ASH	2	0	3	18	0	0	1	0	0	5	1	0	0	0	0	0	30
BIRCH	0	0	1	2	0	2	1	0	3	0	0	0	0	0	0	0	9
CHERRY	3	0	0	10	1	0	3	0	1	0	0	0	0	0	0	0	18
CHESTNUT	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
COTTONWOOD	0	0	2	1	0	0	0	0	0	3	0	1	1	0	0	0	8
HICKORY	7	1	4	17	0	0	8	0	8	10	0	0	3	0	0	0	58
LOCUST	1	0	4	4	1	4	1	1	4	0	0	0	3	0	1	0	26
MAPLE	15	25	31	52	0	9	11	7	11	16	3	0	6	1	0	2	190
OAK	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2
POPLAR	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
SYCAMORE	0	0	0	15	0	0	0	3	0	5	0	0	0	0	0	0	23
WALNUT	5	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	6
WILLOW	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
																	376

- LEGEND:**
- EXISTING FEATURE TO BE REMOVED
 - EXISTING TREE TO BE REMOVED
 - EXISTING SITE FEATURE TO BE REMOVED
 - EXISTING PAVEMENT & SIDEWALK TO BE REMOVED
 - EXISTING BUILDING TO BE REMOVED
 - WORKLIMITS
 - PROPOSED BUILDING
 - PROPOSED TREE LINE
 - EXISTING TREE TO REMAIN

- TREE CLEARING NOTES:**
1. IMPLEMENTING TREE CLEARING FOR SITE ACTIVITIES DURING TIME FRAMES WHEN BATS ARE NOT RESIDENT ON THE SITE. OCTOBER 1-MARCH 31 OR UNLESS APPROVED BY THE NYSECC OUTSIDE THIS TIME FRAME.
 2. PRIOR TO CLEARING, THE LIMITS OF PROPOSED CLEARING WILL BE CLEARLY DEMARCATED ON THE SITE WITH ORANGE CONSTRUCTION FENCING OR SIMILAR TO PREVENT INADVERTENT OVERCLEARING OF THE SITE SINCE ABOUT 2.3 ACRES OF THE FORESTED HABITAT WILL REMAIN.

NO.	DATE	DESCRIPTION:
Revisions		
PROJECT NUMBER: C281947.00		
DRAWN BY: JRR		
REVIEWED BY: KGA		
ISSUED FOR: PLANNING BOARD REVIEW		
DATE: 10/28/2025		
DRAWING NAME:		

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

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HIGHVIEW AT THE FALLKILL
CREEK
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

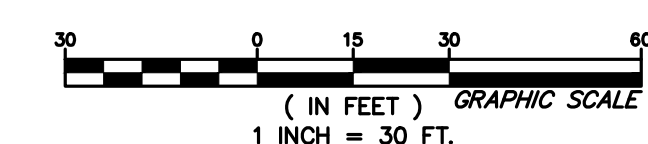
DRAWING NAME: _____

SITE PLAN

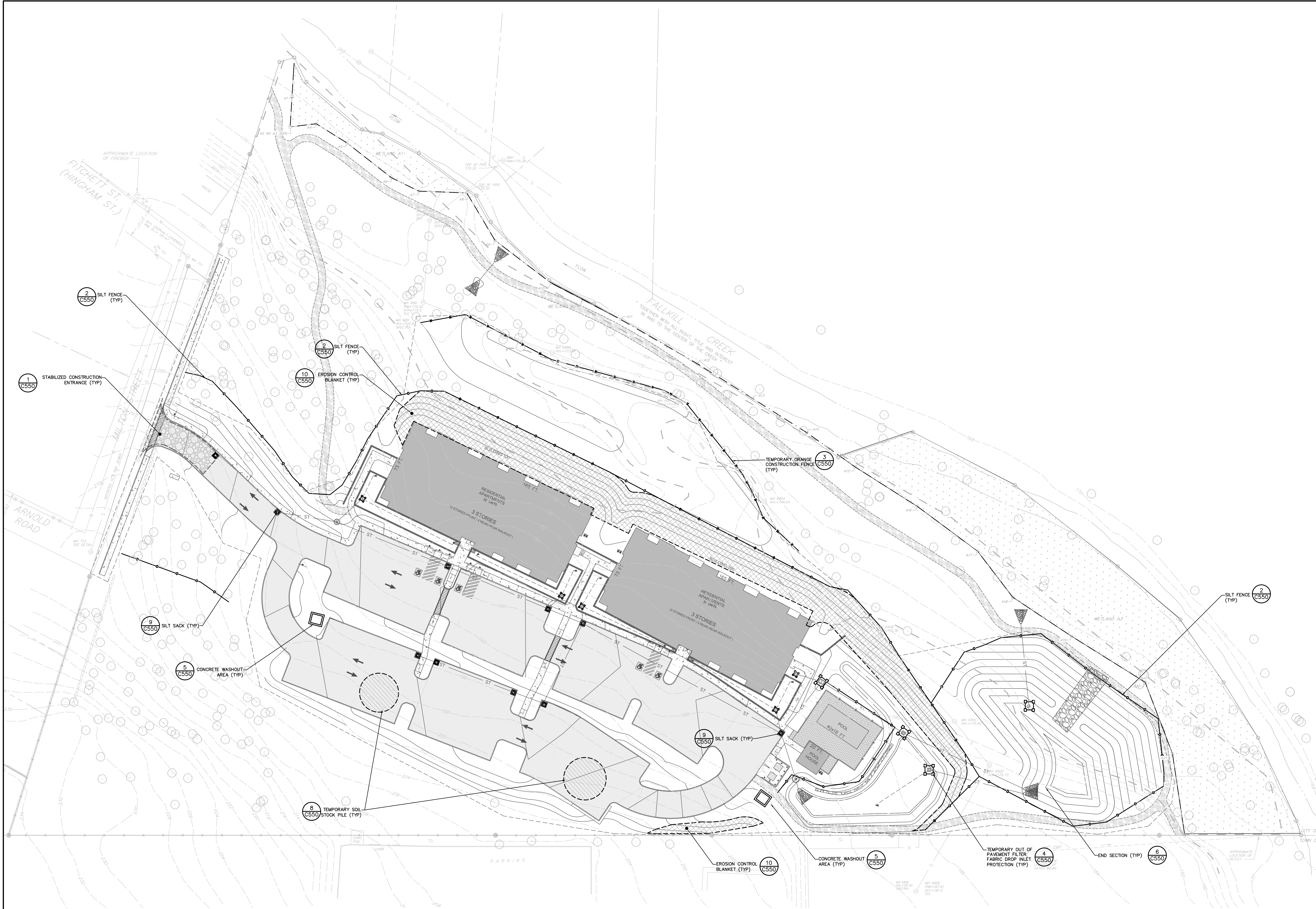
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C130

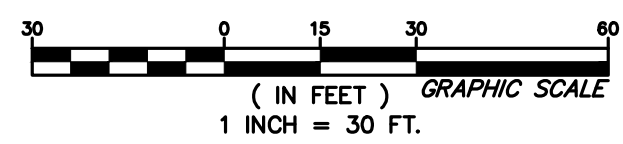
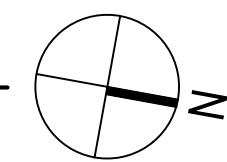




NO.	DATE	DESCRIPTION
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PROJECT NUMBER: C281947.00		
DRAWN BY: JRR		
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DATE: 10/28/2025		
DRAWING NAME:		

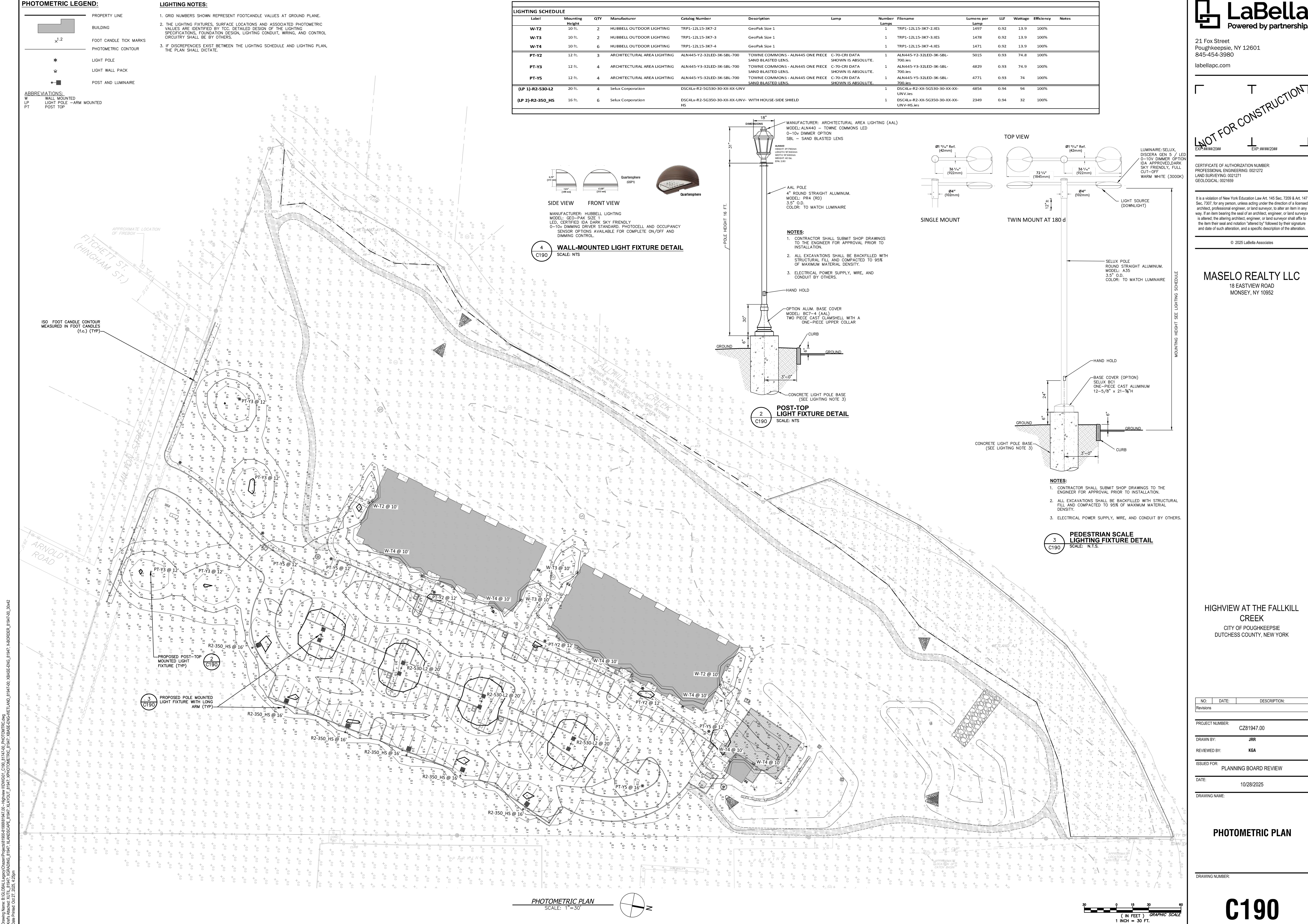


EROSION & SEDIMENT CONTROL PLAN
SCALE: 1"=30'



NO.	DATE	DESCRIPTION:
Revisions		
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DATE: 10/28/2025		
DRAWING NAME:		





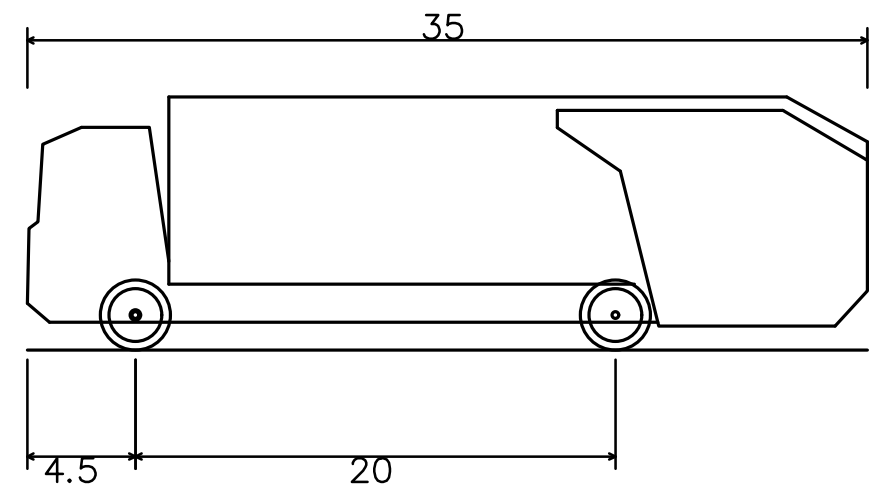
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Revisions		
PROJECT NUMBER: C281947.00		
DRAWN BY: JRR		
REVIEWED BY: KGA		
ISSUED FOR: PLANNING BOARD REVIEW		
DATE: 10/28/2025		
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NO.	DATE	DESCRIPTION:
Revisions		
PROJECT NUMBER: C281947.00		
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REVIEWED BY: KGA		
ISSUED FOR: PLANNING BOARD REVIEW		
DATE: 10/28/2025		
DRAWING NAME:		

VEHICLE MANEUVERING
PLAN

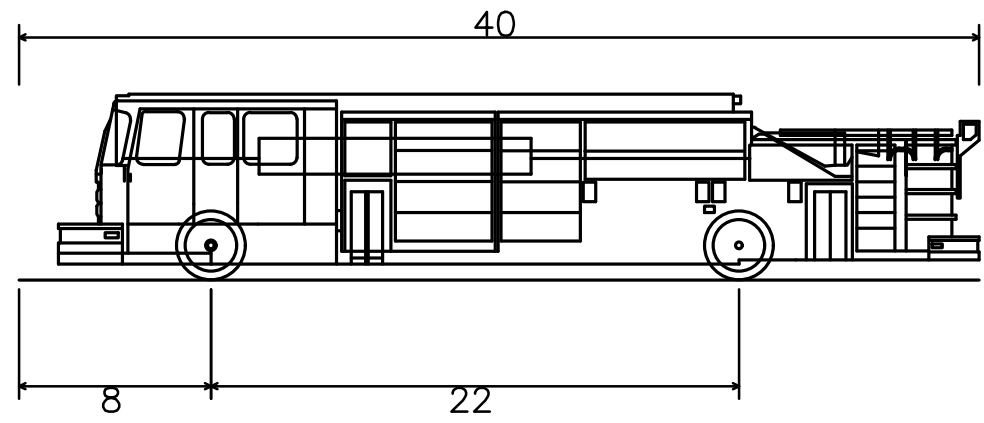
DRAWING NUMBER:

C200



Rear-Load Garbage Truck
Overall Length 35.000ft
Overall Width 8.375ft
Overall Body Height 10.546ft
Min Body Ground Clearance 1.000ft
Track Width 8.375ft
Lock-to-lock time 6.00s
Curb to Curb Turning Radius 29.300ft

3 GARBAGE TRUCK PROFILE
SCALE: 1"=30'



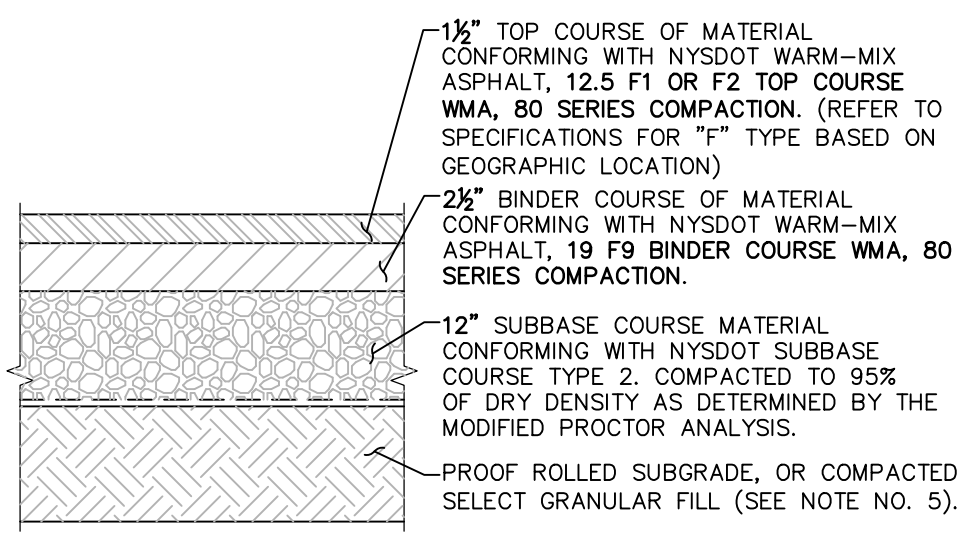
Pumper Fire Truck
Overall Length 40.000ft
Overall Width 8.167ft
Overall Body Height 7.745ft
Min Body Ground Clearance 0.656ft
Track Width 8.167ft
Lock-to-lock time 5.00s
Max Wheel Angle 45.00°

4 FIRE TRUCK PROFILE
SCALE: 1"=30'

1 GARBAGE TRUCK MANEUVERING PLAN
SCALE: 1"=30'

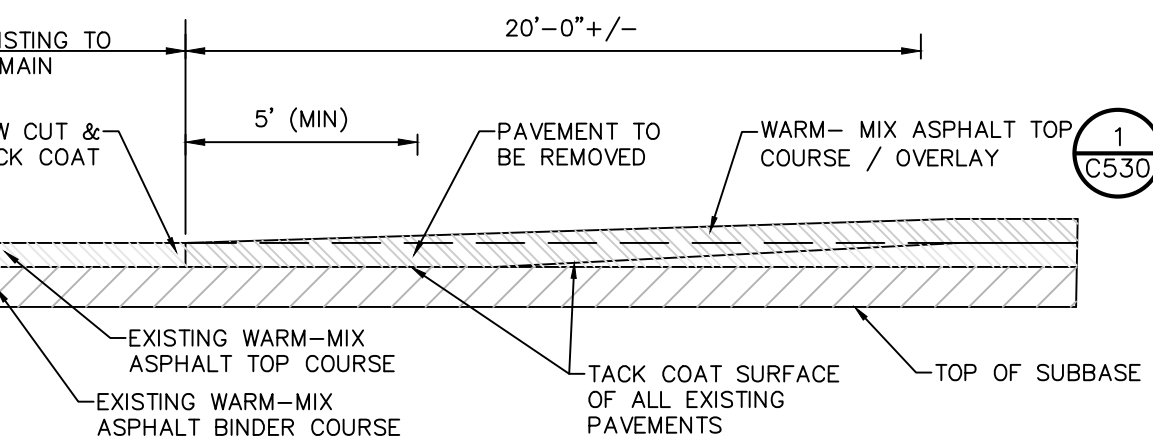
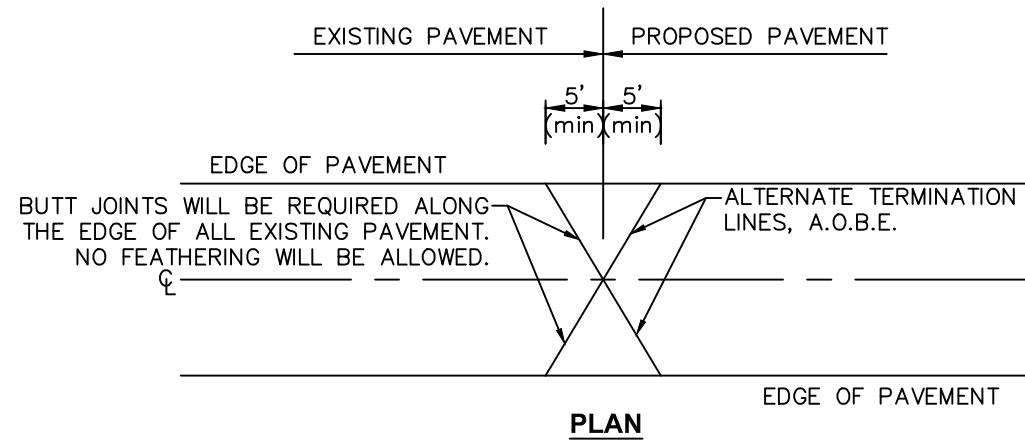
2 FIRE TRUCK MANEUVERING PLAN
SCALE: 1"=30'

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User: Administrator
Project: 1904-3
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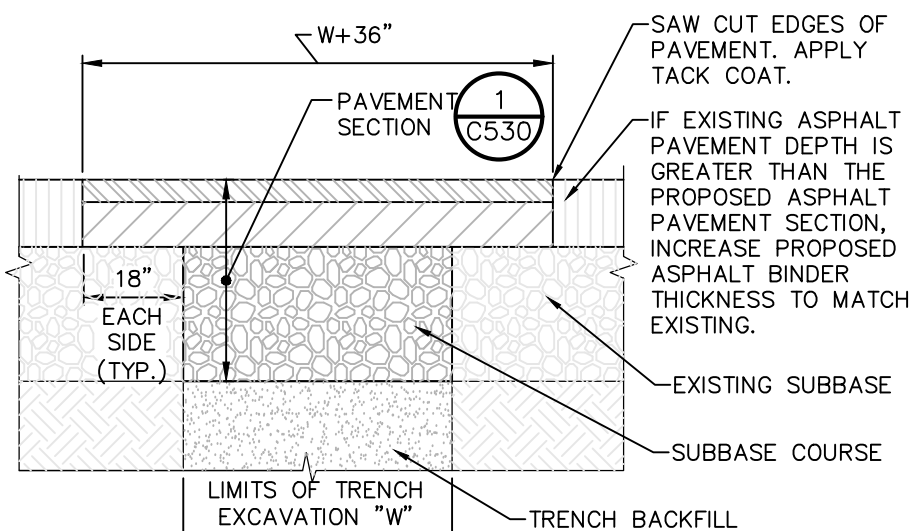


- NOTES:**
1. MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED "CURRENT VERSION", AND ALL ADDENDA THERE TO.
 2. SUBBASE MATERIAL SHALL CONFORM WITH SECTION 304 - SUBBASE COURSE OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND THE TYPE CALLED OUT IN THESE DRAWINGS.
 3. HOT MIX ASPHALT (HMA) PAVEMENT SHALL CONFORM WITH SECTION 400 - WARM MIX ASPHALT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND THE TYPE CALLED OUT IN THESE DRAWINGS. ALTHOUGH SECTION 400 IN ITS ENTIRETY IS REFERENCED, THE WARM MIX ASPHALT (WMA) PAVEMENT(S) SPECIFIED FOR THIS CONTRACT SHALL BE AS SPECIFIED UNDER SECTION 402 - WARM MIX ASPHALT (WMA) PAVEMENTS.
 4. TACK COAT WHEN SPECIFIED OR CALLED OUT IN THESE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATIONS SHALL CONFORM WITH SECTION 407 - TACK COAT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
 5. WHERE IT IS NECESSARY TO PLACE FILL FOR PURPOSES OF BRINGING THE SUBGRADE ELEVATION UP TO A SPECIFIED GRADE, THE FILL MATERIAL PLACED SHALL BE IN CONFORMANCE WITH SECTION 203 - EXCAVATION AND EMBANKMENT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
 6. PAVEMENT SECTION SHOWN IS PRELIMINARY. PRIOR TO BIDDING AND COMMENCEMENT OF CONSTRUCTION, THE FINAL DESIGN OF THE PAVEMENT SECTION MUST BE PREPARED BY A NYS LICENSED PROFESSIONAL ENGINEER AND MUST BE BASED ON A CURRENT GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.

1 PAVEMENT SECTION DETAIL
SCALE: NOT TO SCALE

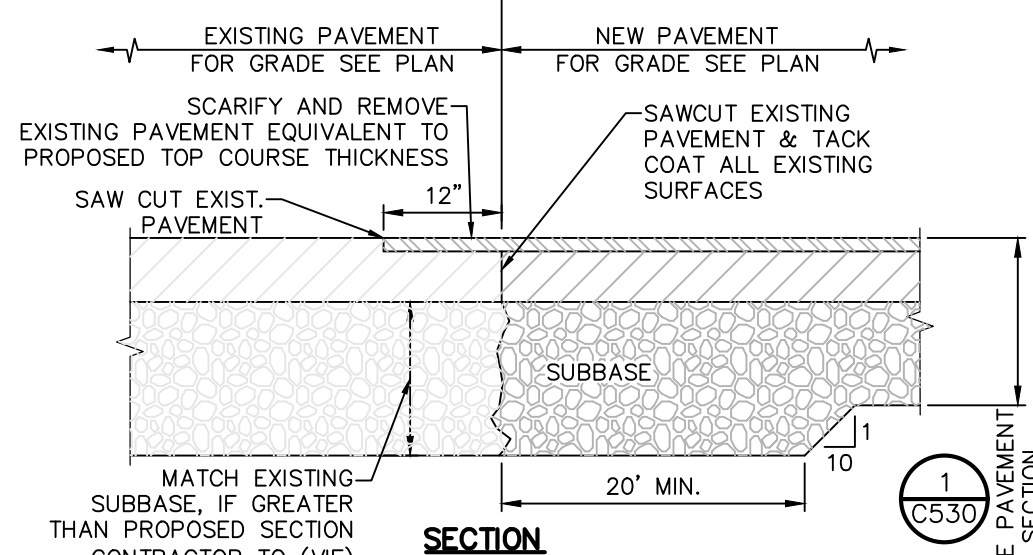


5 PAVEMENT OVERLAY TRANSITION DETAIL
SCALE: NOT TO SCALE

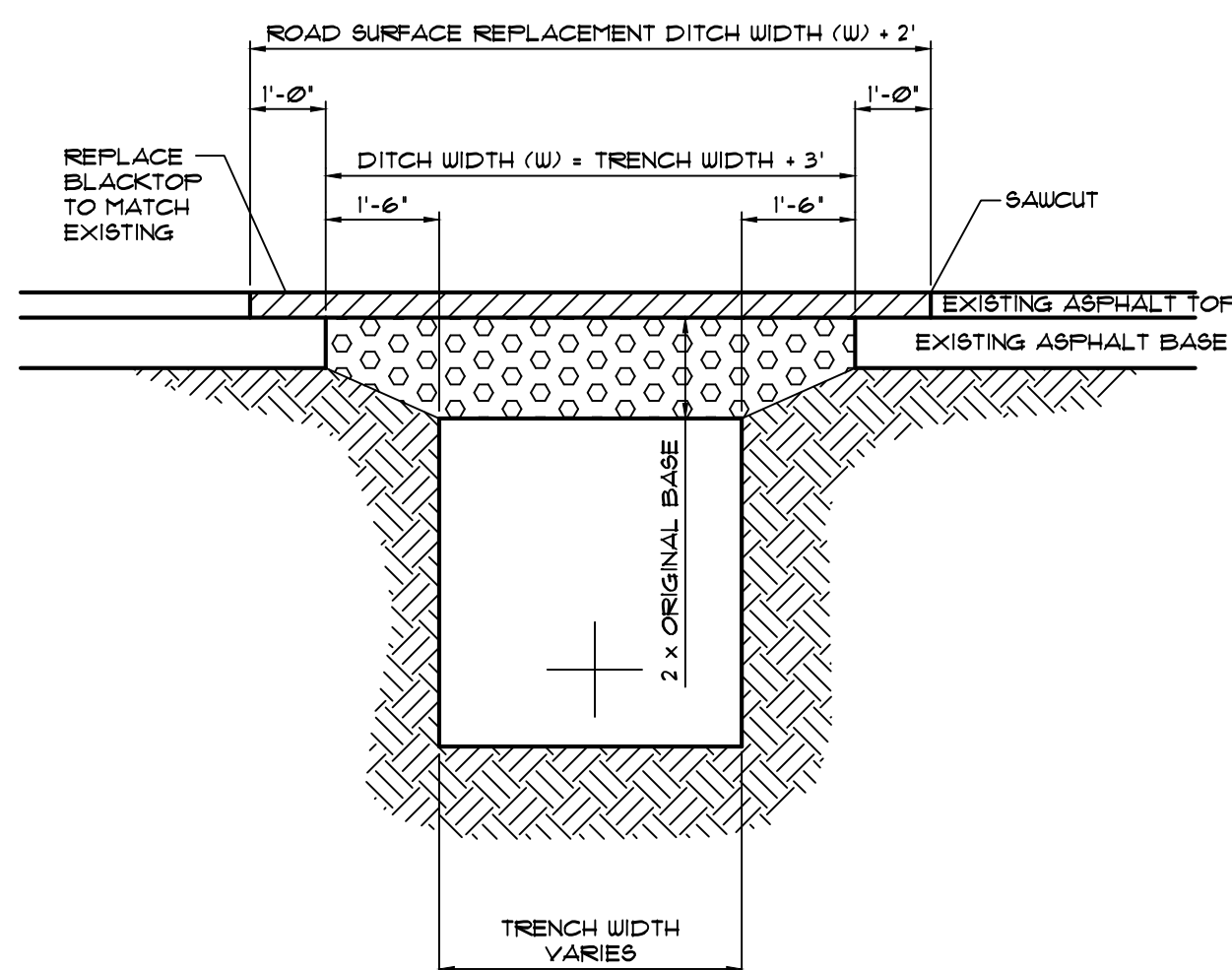


- NOTES:**
1. SAW CUT AS INDICATED, 18" BEYOND EXCAVATION.
 2. FURNISH, PLACE, AND COMPACT SUBBASE.
 3. TACK COAT IN ACCORDANCE WITH NYSDOT STANDARD SPEC.
 4. FURNISH AND PLACE ASPHALT CONCRETE PAVEMENT AS SPECIFIED.

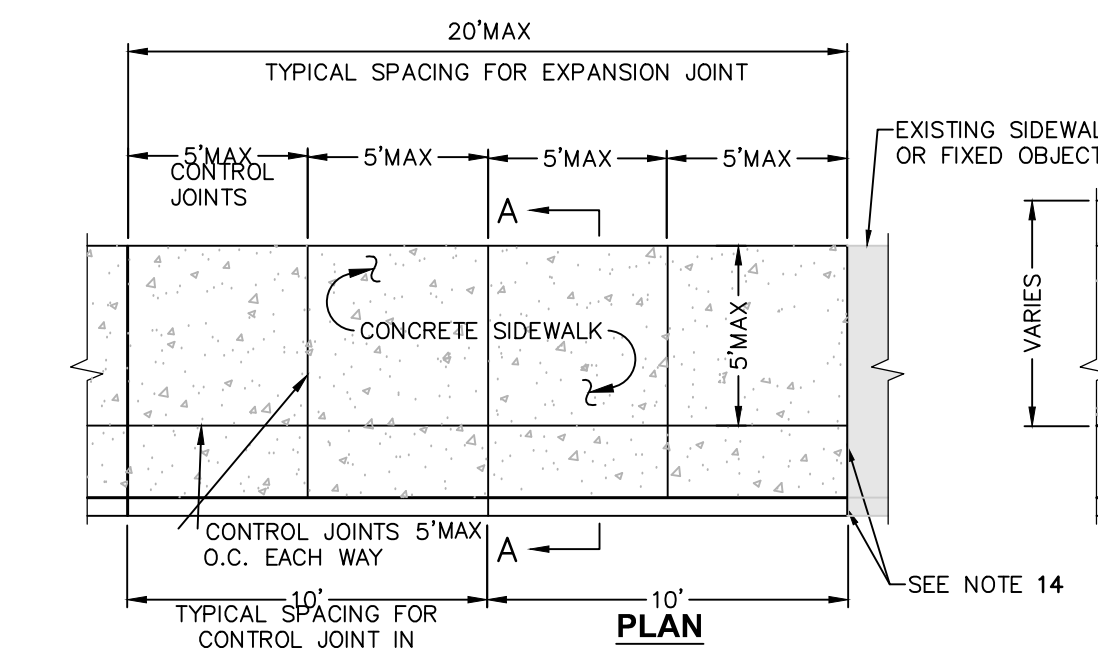
6 TRENCH SURFACE RESTORATION IN ASPHALT PAVEMENT
SCALE: NOT TO SCALE



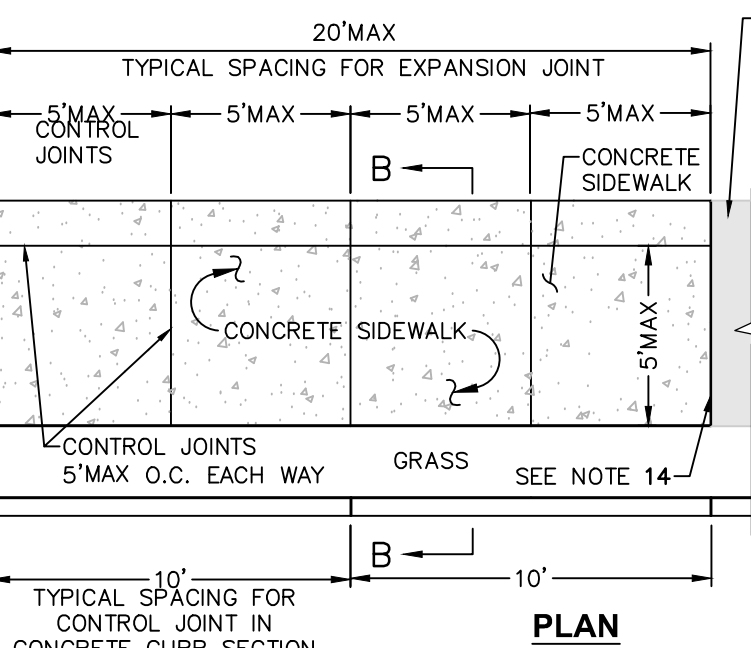
7 PAVEMENT TRANSITION DETAIL
SCALE: NOT TO SCALE



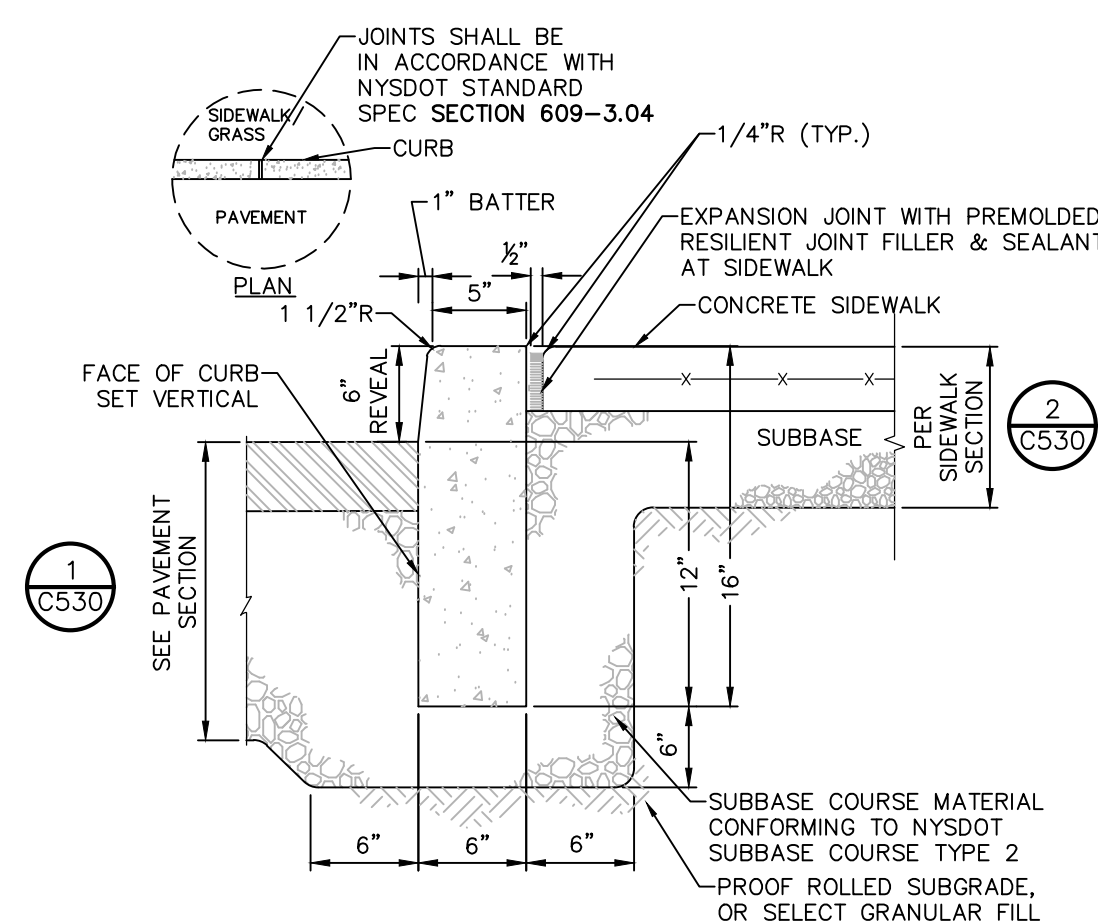
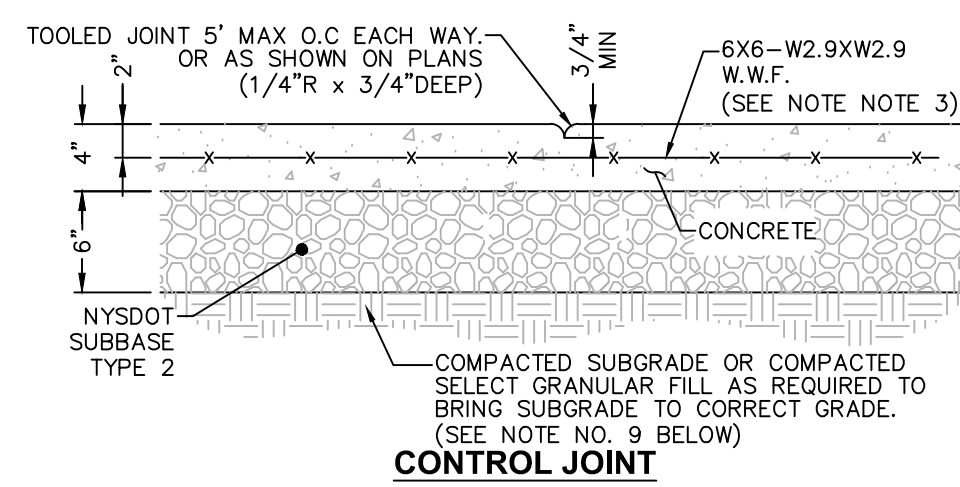
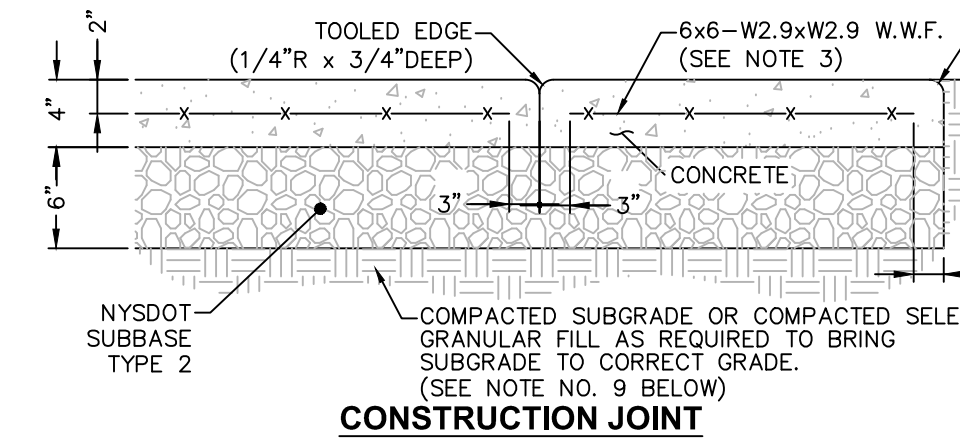
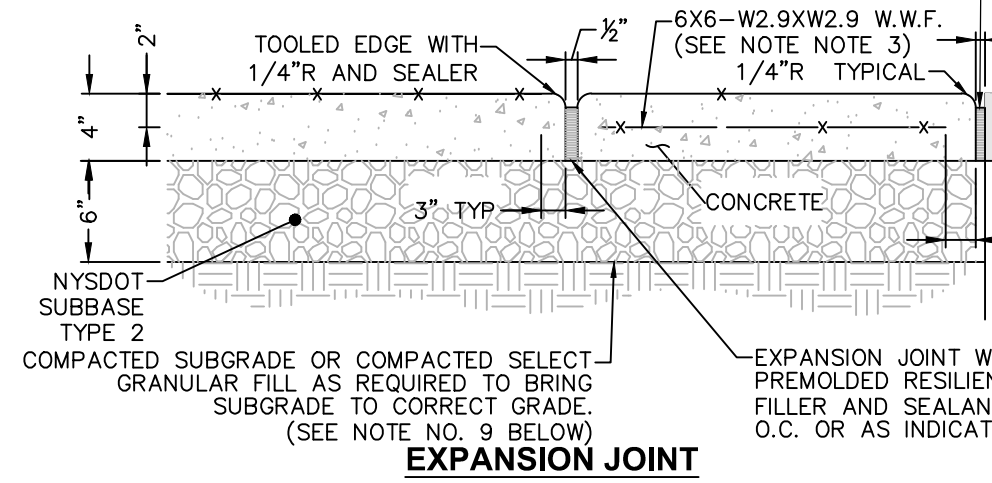
10 CITY OF Poughkeepsie FLEXIBLE PAVEMENT DETAIL AND TRENCHING LIMITS
SCALE: NOT TO SCALE



SECTION A-A

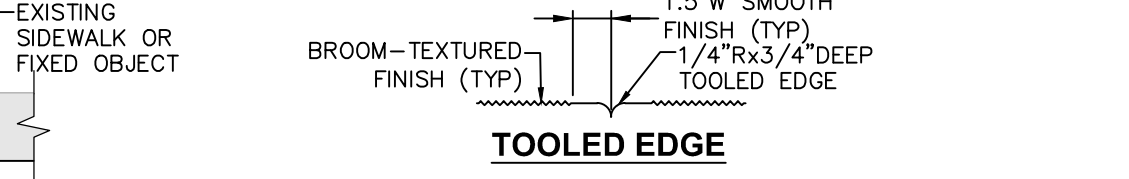


SECTION B-B



- NOTES:**
1. CONCRETE CURB SHALL BE INSTALLED IN ACCORDANCE WITH NYSDOT STANDARD SPECIFICATION SECTION 609.
 2. PRECAST CONCRETE CURB MAY BE SUBSTITUTED, WHEN ALTERNATE CONSTRUCTION DETAILS ARE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. ALTERNATE CURB SHALL BE INSTALLED IN ACCORDANCE WITH NYSDOT SPEC SECTION 609.

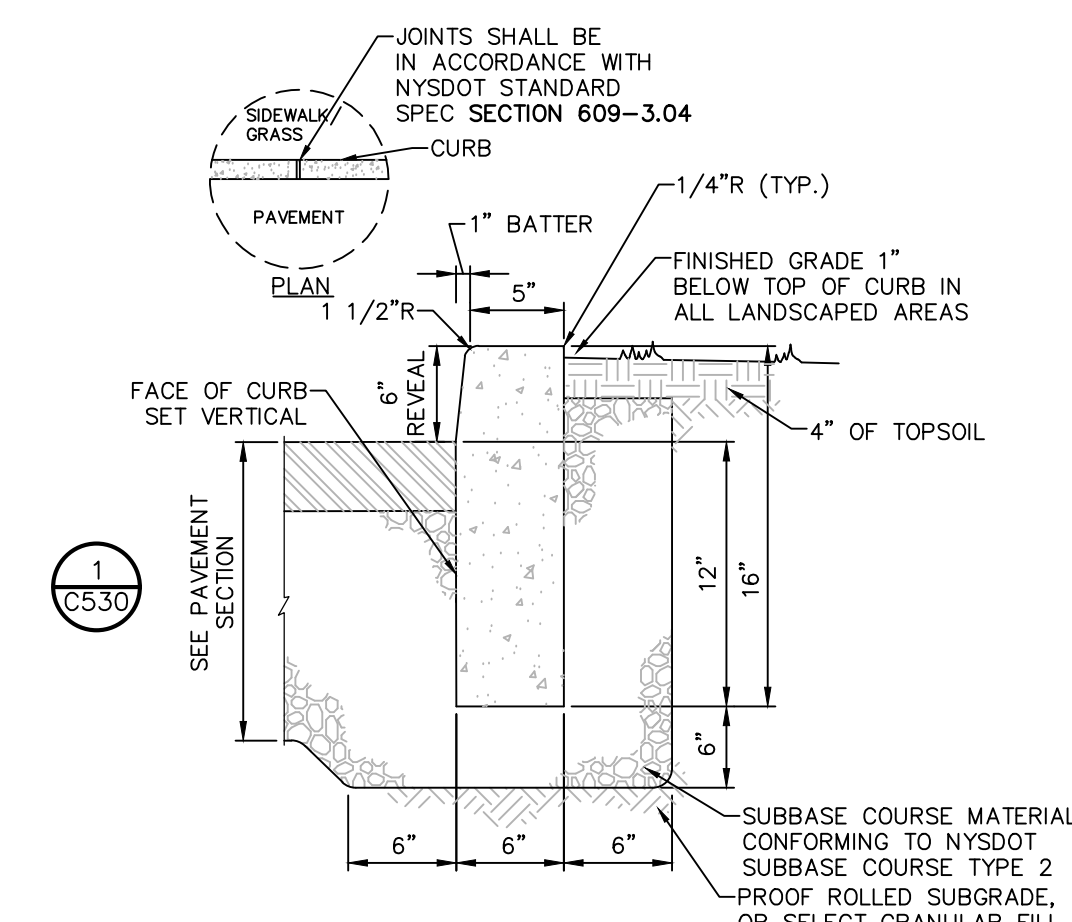
8 CAST IN PLACE CONCRETE CURB AT SIDEWALK
SCALE: NOT TO SCALE



TOOLED EDGE

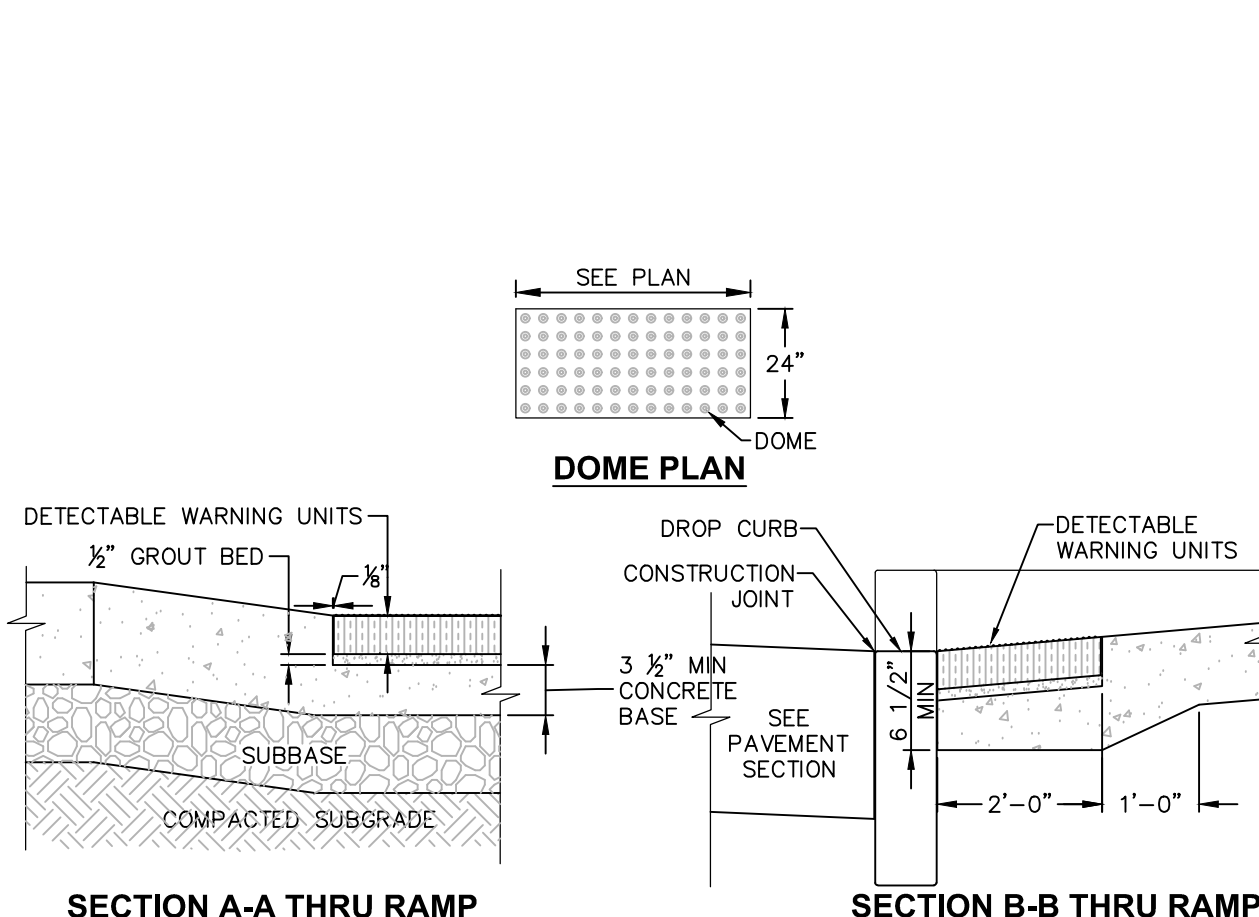
- NOTES:**
1. MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED "CURRENT VERSION", AND ALL ADDENDA THERE TO.
 2. ALL CONCRETE SHALL BE 4,500 CONCRETE. CONCRETE MATERIALS, PLACEMENT, AND CONSTRUCTION SHALL CONFORM WITH SECTION 500 OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
 3. REINFORCING STEEL FOR CONCRETE SHALL CONFORM WITH SECTION 556 - REINFORCING STEEL FOR CONCRETE STRUCTURES OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND AS SPECIFICALLY CALLED OUT IN THE DRAWINGS.
 4. ALL EXPOSED SURFACES SHALL HAVE A BROOM TEXTURED FINISH & TOOLED EDGES. TOOL SHALL PROVIDE MAX 1-1/2" WIDE SMOOTH TROWEL FINISH AT JOINT.
 5. EXPANSION JOINTS SHALL BE LOCATED A MAXIMUM OF 20' ON CENTER, OR AS INDICATED ON PLANS.
 6. JOINTS SHALL NOT BE SAW CUT.
 7. EXPOSED CONCRETE SURFACES SHALL BE TREATED WITH "SUREBOND" 1100 RESIN-BASED, WATER EMULSION CONCRETE CURING COMPOUND, OR EQUAL. RATE AND METHOD OF APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 8. SUBBASE MATERIAL SHALL CONFORM WITH SECTION 304 OF THE ABOVE REFERENCED NYSDOT STANDARD.
 9. WHERE IT IS NECESSARY TO PLACE FILL FOR PURPOSE OF BRINGING THE SUBGRADE ELEVATION UP TO A SPECIFIED GRADE, THE FILL MATERIAL PLACED SHALL BE IN ACCORDANCE WITH SECTION 203 - EXCAVATION AND EMBANKMENT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
 10. ALL WORK SHALL CONFORM WITH SECTION 608 - SIDEWALK, DRIVEWAYS, AND BICYCLE PATHS OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
 11. ALL WORK SHALL CONFORM WITH AASHTO GEOMETRIC DESIGN OF HIGHWAYS AND STREET 2011, ICC A117.1 2009, OR LATEST EDITION.
 12. SIDEWALK WIDTH SHOWN ON THE PLANS IS TO BE MEASURED FROM THE BACK OF THE CURB.
 13. SIDEWALKS SHALL HAVE A CROSS SLOPE OF 1.5% MAX. UNLESS OTHERWISE NOTED ON PLAN.
 14. INSTALL EXPANSION JOINT WITH PRE-MOLDED RESILIENT JOINT FILLER & SEALANT AT ALL EXISTING SIDEWALKS, CURBS, FIXED OBJECTS, ETC., INCLUDING THOSE PLACED ON PREVIOUS DAYS.

2 CONCRETE SIDEWALK DETAIL
SCALE: NOT TO SCALE



- NOTES:**
1. CONCRETE CURB SHALL BE INSTALLED IN ACCORDANCE WITH NYSDOT STANDARD SPECIFICATION SECTION 609.
 2. PRECAST CONCRETE CURB MAY BE SUBSTITUTED, WHEN ALTERNATE CONSTRUCTION DETAILS ARE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. ALTERNATE CURB SHALL BE INSTALLED IN ACCORDANCE WITH NYSDOT SPEC SECTION 609.

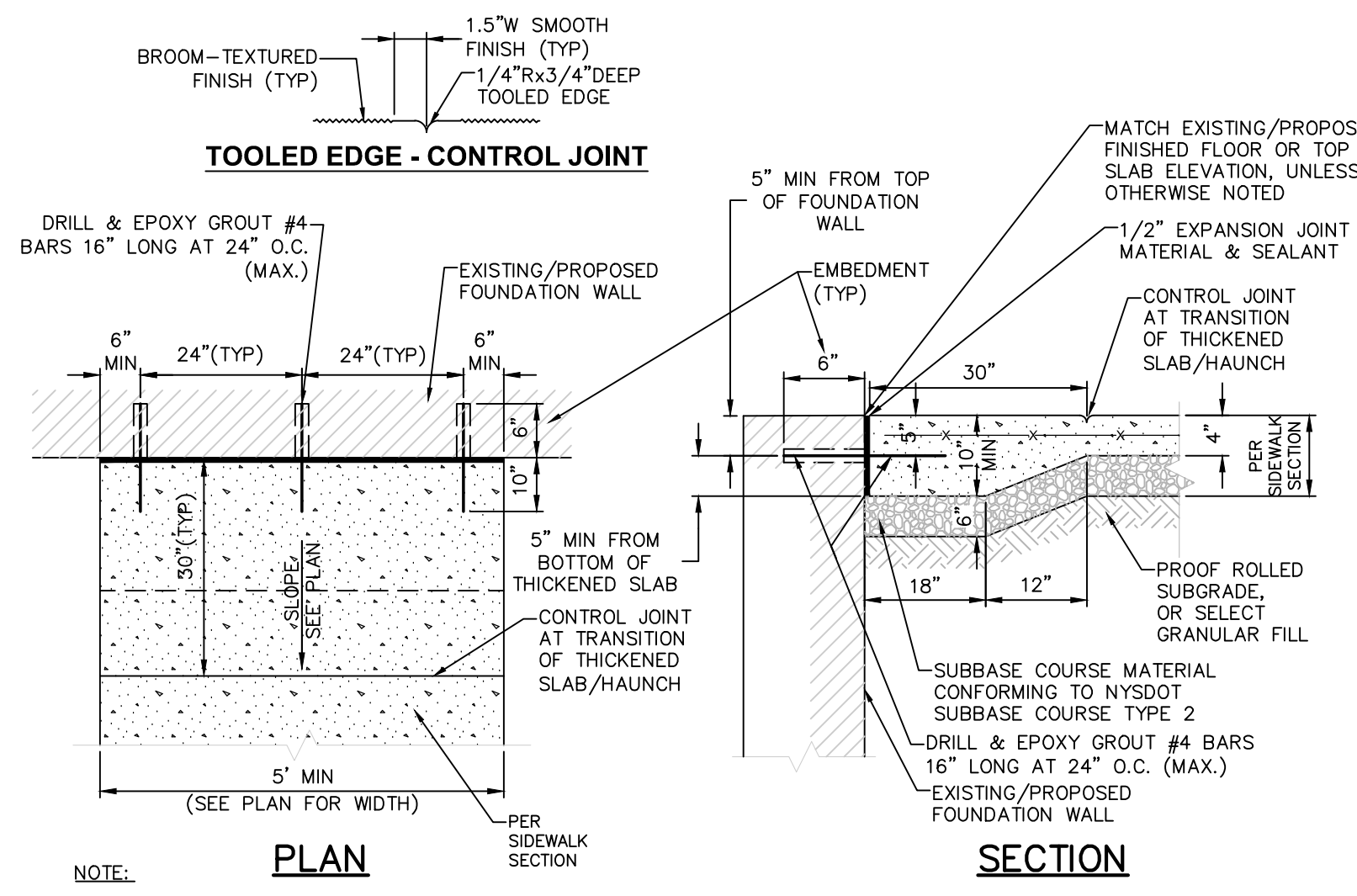
9 CAST IN PLACE CONCRETE CURB
SCALE: NOT TO SCALE



SECTION A-A THRU RAMP

- NOTES:**
1. COORDINATE W/ OWNER FOR COLOR.
 2. DETECTABLE WARNING UNIT SHALL BE ADA COMPLIANT, AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES.
 3. MATERIALS: UNIT SHALL BE 24-INCH DETECTABLE WARNING ADA PAVERS, DOME STRAIGHT ROW SPACING PATTERN ADA-2 OR ADA-3. ADA COMPLIANT WARNING PAVES AS MANUFACTURED BY WAUSAU TILE OR CAST IRON, CAST IN PLACE ADA COMPLIANT WARNING PLATE A MANUFACTURED BY TURTLE OR EQUAL.

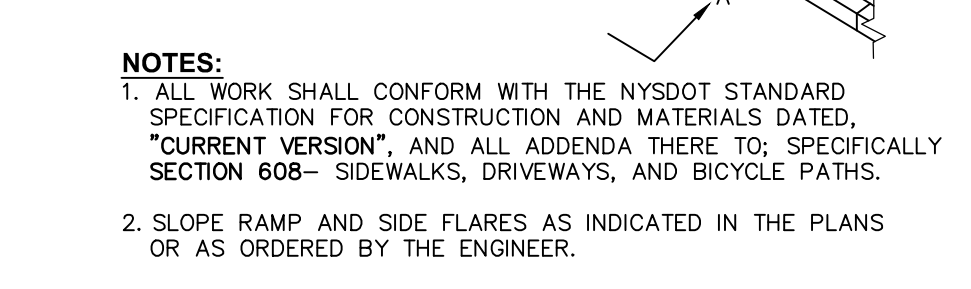
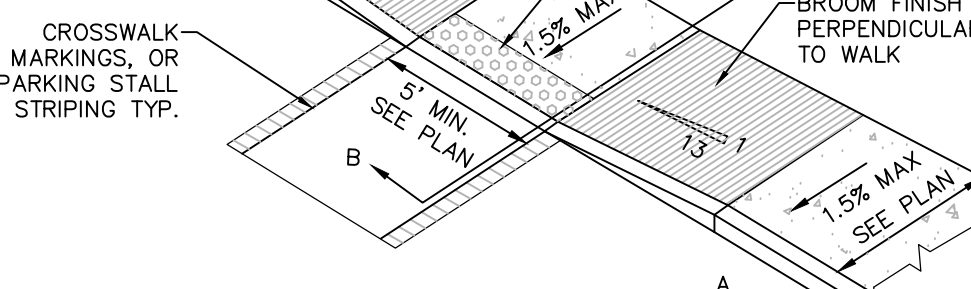
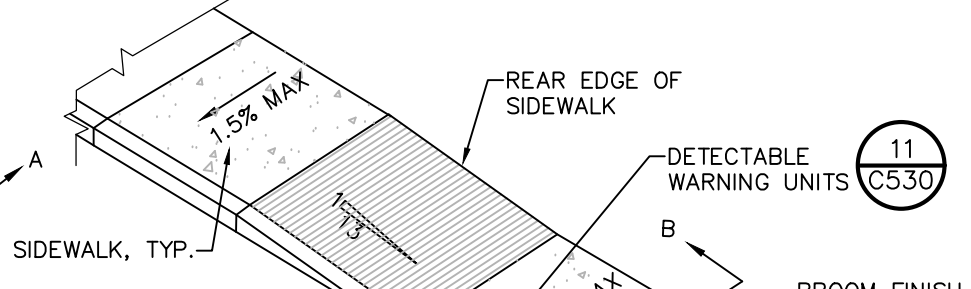
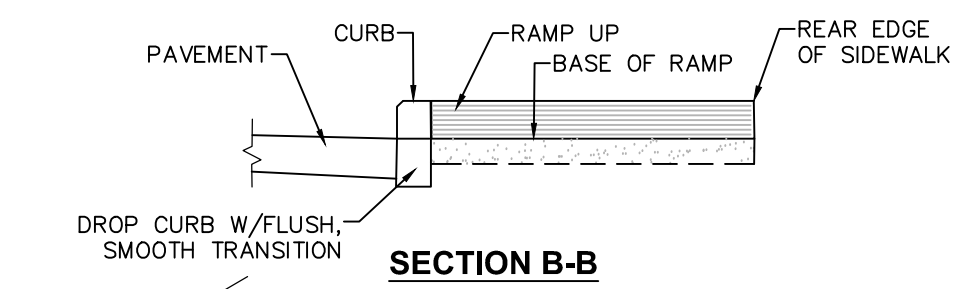
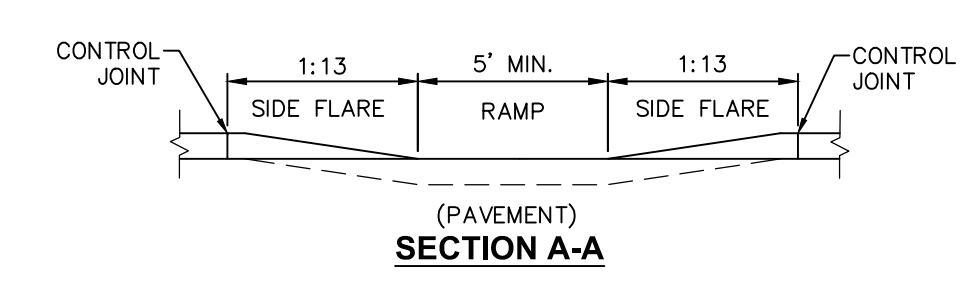
11 DETECTABLE WARNING UNITS FOR RAMPS
SCALE: NOT TO SCALE



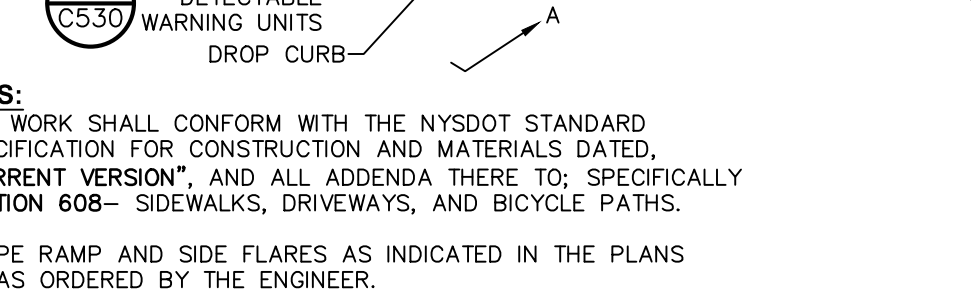
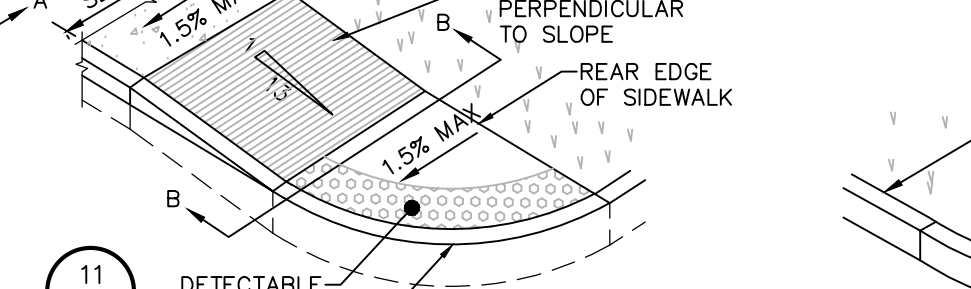
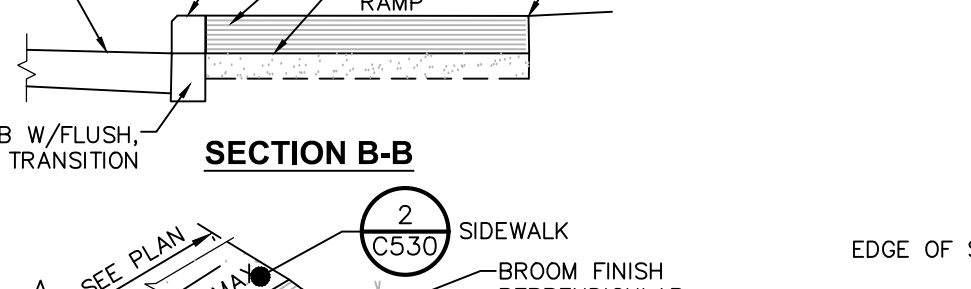
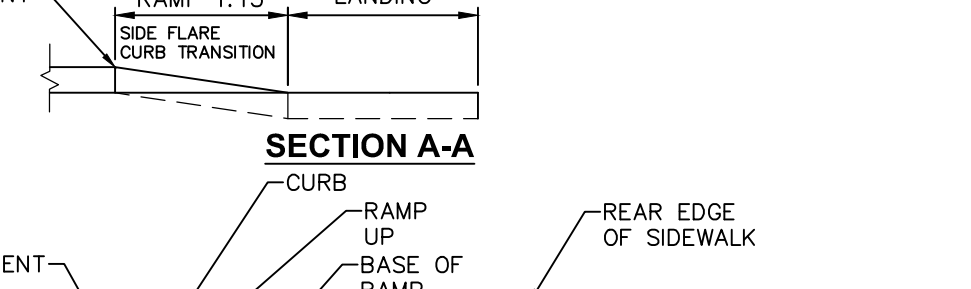
TOOLED EDGE - CONTROL JOINT

- NOTES:**
1. THICKENED (HAUNCH) & ADDITIONALLY REINFORCED CONCRETE SIDEWALK ENDS ARE REQUIRED AT ALL EXISTING/PROPOSED BUILDING ENTRANCES.
 2. SEE CONCRETE SIDEWALK DETAIL FOR ADDITIONAL DETAILS & NOTES.

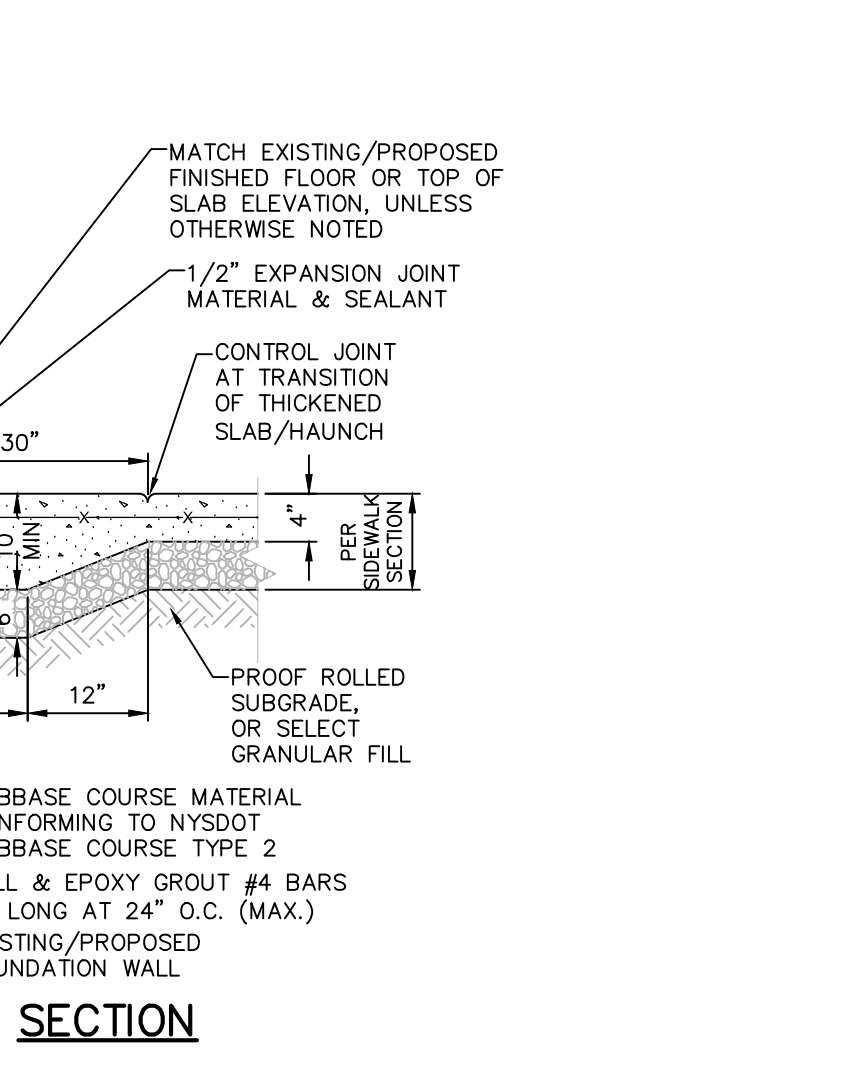
3 CONCRETE SIDEWALK AT BUILDING ENTRANCES
SCALE: NOT TO SCALE



4 PEDESTRIAN RAMP SECTION - DROP CURB
SCALE: NOT TO SCALE

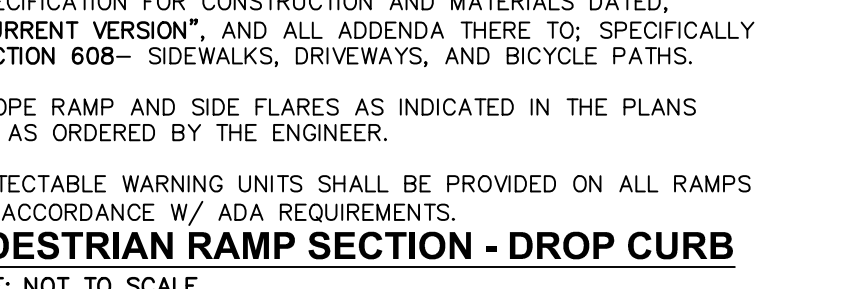
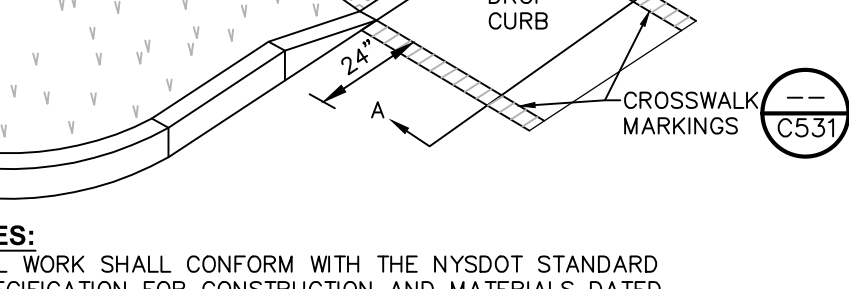
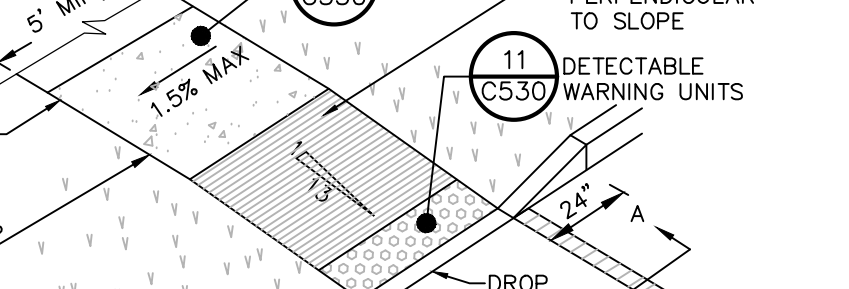
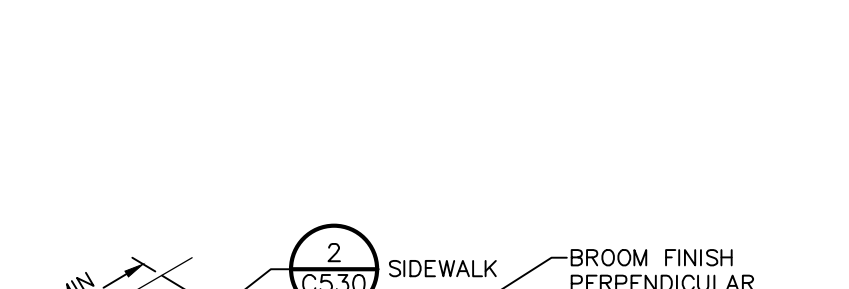


12 PEDESTRIAN RAMP SECTION - DROP CURB
SCALE: NOT TO SCALE



- NOTES:**
1. ALL WORK SHALL CONFORM WITH THE NYSDOT STANDARD SPECIFICATION FOR CONSTRUCTION AND MATERIALS DATED, "CURRENT VERSION", AND ALL ADDENDA THERE TO, SPECIFICALLY SECTION 608 - SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS.
 2. SLOPE RAMP AND SIDE FLARES AS INDICATED IN THE PLANS OR AS ORDERED BY THE ENGINEER.
 3. DETECTABLE WARNING UNITS SHALL BE PROVIDED ON ALL RAMPS IN ACCORDANCE W/ ADA REQUIREMENTS.

CONCRETE SIDEWALK AT BUILDING ENTRANCES



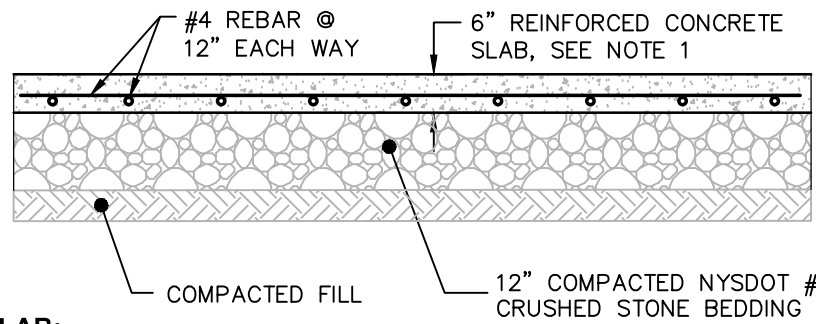
13 PEDESTRIAN RAMP SECTION - DROP CURB
SCALE: NOT TO SCALE

NO.	DATE	DESCRIPTION:
Revisions		
PROJECT NUMBER: C281947.00		
DRAWN BY: JRR		
REVIEWED BY: KGA		
ISSUED FOR: PLANNING BOARD REVIEW		
DATE: 10/28/2025		
DRAWING NAME:		

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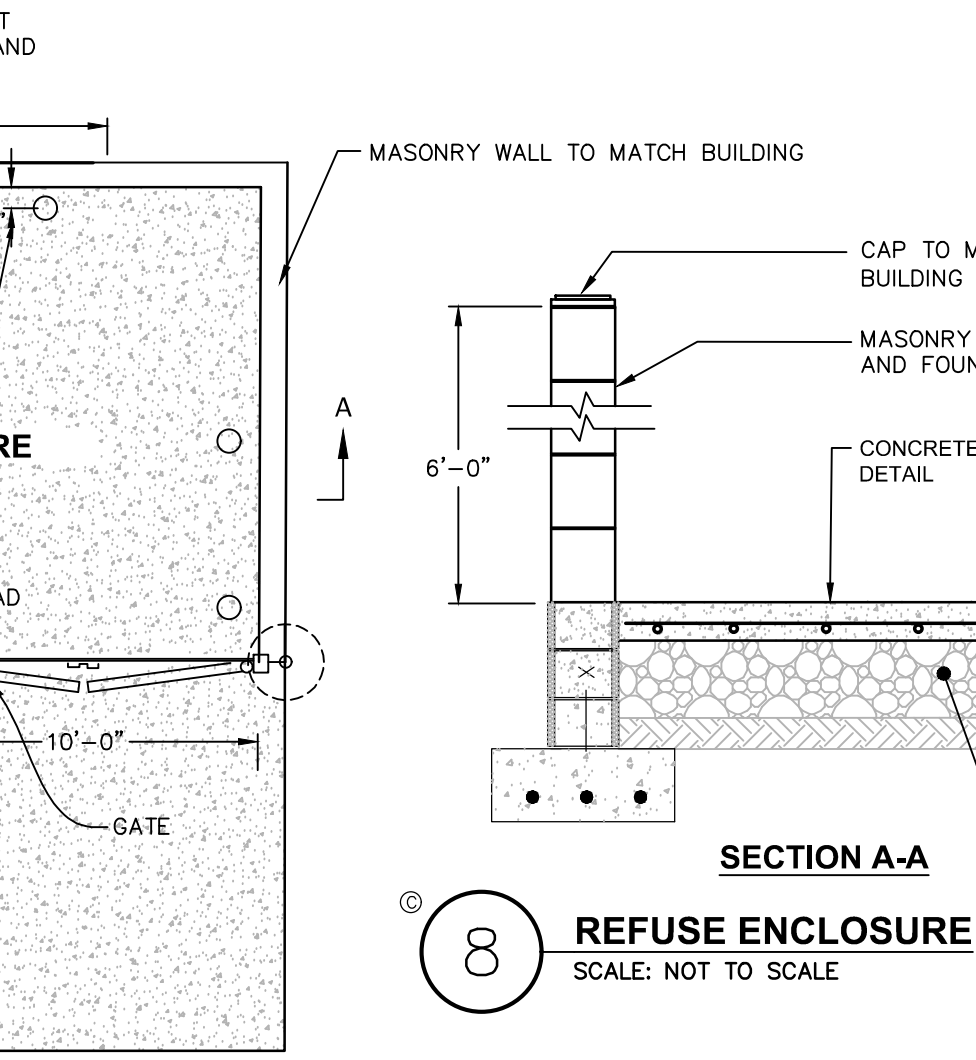
MUTCD SIGN SCHEDULE						
SIGN NO.	SIGN FACE	MUTCD NUMBER	MIN SIZE	BCK GRD	COLORS LEGEND	MOUNTING
1	STOP	R1-1	30"x30"	RED	WHITE	2 C531
4	ONE WAY	R6-1L	36"x12"	BLACK	WHITE	3 C531
5	ONE WAY	R6-1R	36"x12"	BLACK	WHITE	3 C531
6	WALK	W11-2	24"x24"	YELLOW/ FYG	BLACK	1 C531
7	NO LEFT TURN	W16-7P	24"x12"	YELLOW/ FYG	BLACK	1 C531
9	NO RIGHT TURN	R5-1	30"x30"	RED	WHITE	2 C531
10	WALK	NY R7-8D	12"x18"	WHITE/ BLUE	GREEN/ WHITE	1 C531
10	VAN ACCESSIBLE	R7-8P	12"x6"	WHITE	BLUE	1 C531
12	NO PARKING ANY TIME	R7-1	12"x18"	WHITE	RED	1 C531

7 MUTCD SIGN SCHEDULE
SCALE: NOT TO SCALE

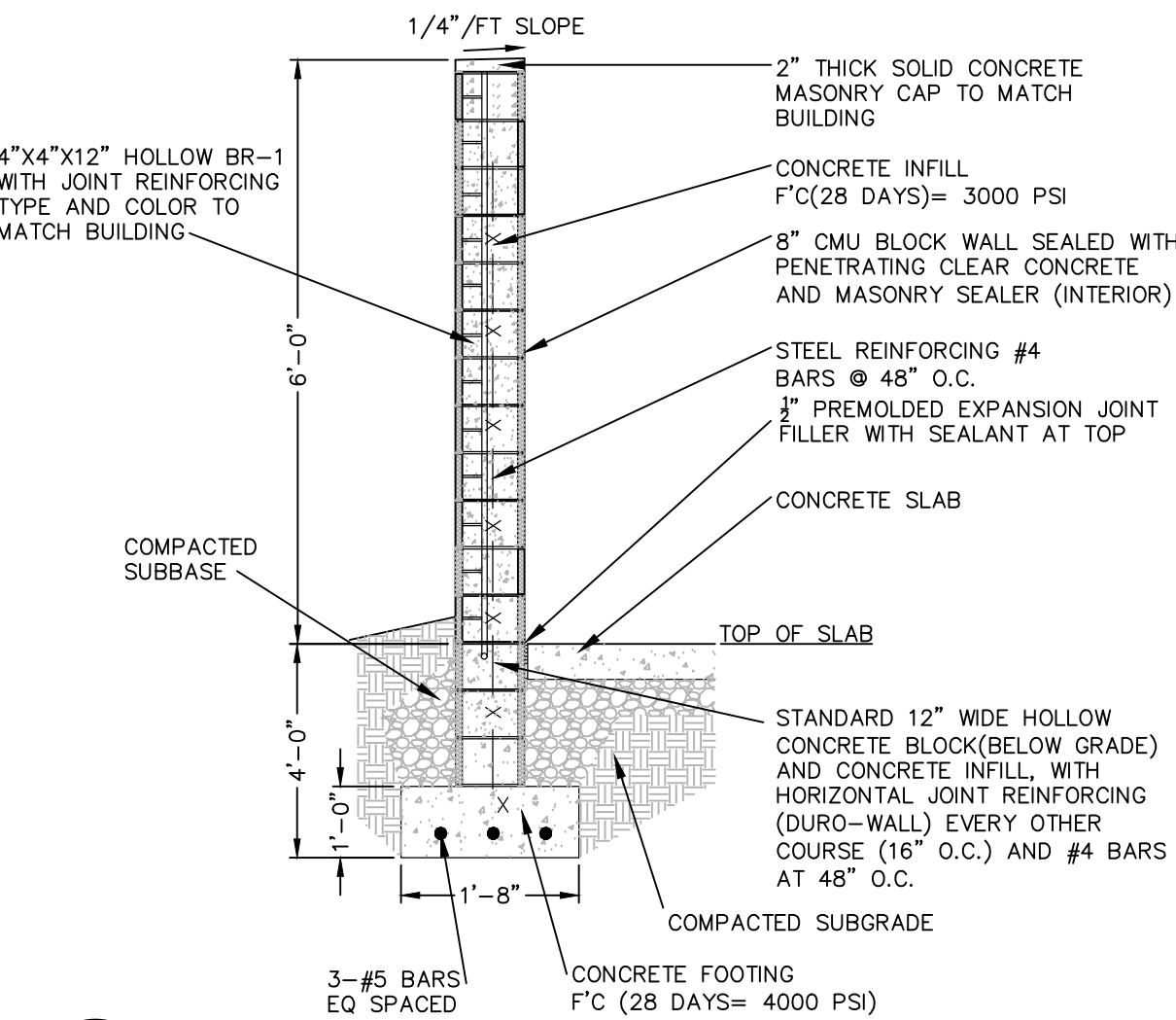


9 CONCRETE SLAB
SCALE: NOT TO SCALE

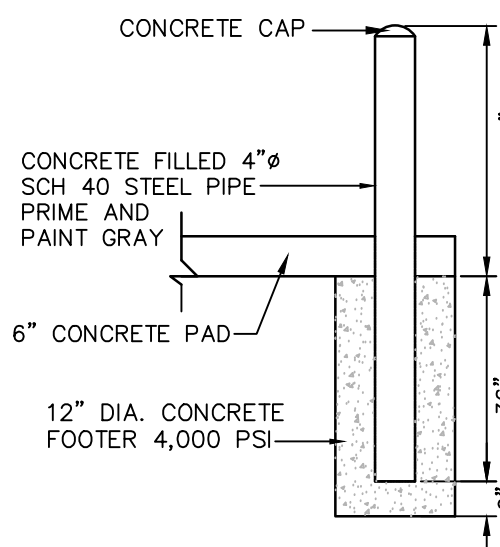
1. MATERIAL AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED MAY 1, 2008, AND ALL ADDENDA THERETO.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSION STRENGTH OF 4500 PSI @ 28 DAY AND SHALL BE PLACED IN ACCORDANCE WITH ACI SPECIFICATIONS AND ITS LATEST REVISION.
3. REINFORCING STEEL FOR CONCRETE SHALL CONFORM WITH SECTION 506 - REINFORCING STEEL FOR CONCRETE STRUCTURES OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND AS SPECIFICALLY CALLED OUT IN THE DRAWINGS.
4. ALL EXPOSED SURFACED SHALL HAVE A BROOM TEXTURED FINISH & TOOLED EDGES. TOOL SHALL BE PROVIDE MAX 1-1/2" WIDE SMOOTH TROWEL FINISH AT JOINT.
5. EXPANSION JOINTS SHALL BE LOCATED A MAXIMUM OF 20' ON CENTER, OR AS INDICATED ON PLANS.
6. CONTROL JOINTS SHALL BE LOCATED A MAXIMUM OF 5' ON CENTER, OR AS INDICATED ON PLANS.
7. JOINTS SHALL NOT BE SAW CUT.
8. EXPOSED CONCRETE SURFACES SHALL BE TREATED WITH "SUREBOND"/"SAFEBOOND" SB-7000 INTENSIFIER BRIGHT PROTECTOR AND SIDEWALK SEALER, OR EQUAL. RATE AND METHOD OF APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
9. SUBBASE MATERIAL SHALL CONFORM WITH SECTION 304 OF THE ABOVE REFERENCED NYSDOT STANDARD.
10. WHERE IT IS NECESSARY TO PLACE FILL FOR PURPOSE OF BRINGING THE SUBGRADE ELEVATION UP TO A SPECIFIED GRADE, THE FILL MATERIAL, PLACED SHALL BE IN ACCORDANCE WITH SECTION 203-EXCAVATION AND EMBANKMENT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.



8 REFUSE ENCLOSURE
SCALE: NOT TO SCALE

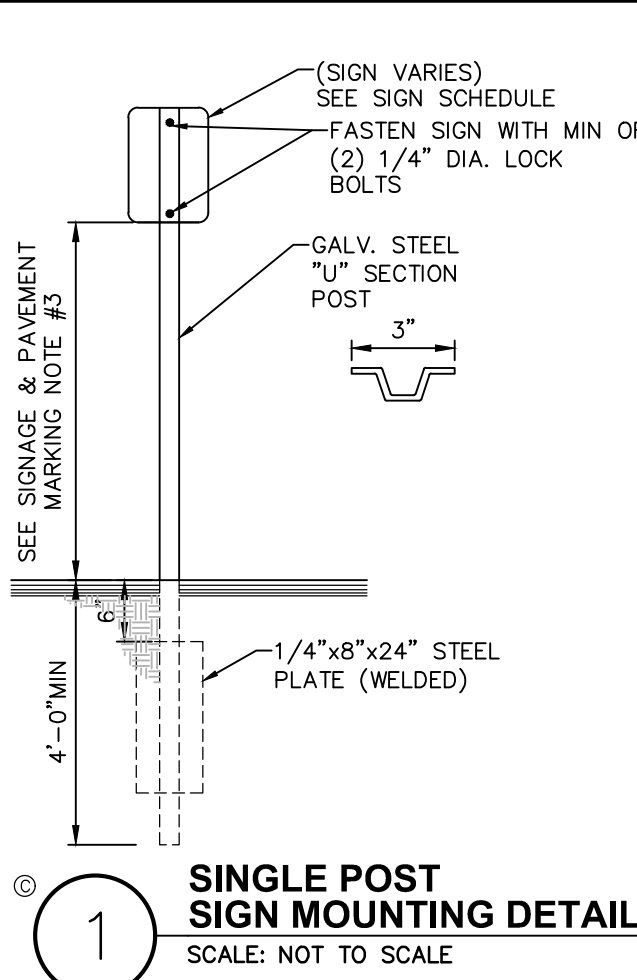


10 MASONRY WALL DETAIL - FOR REFUSE ENCLOSURE
SCALE: NOT TO SCALE

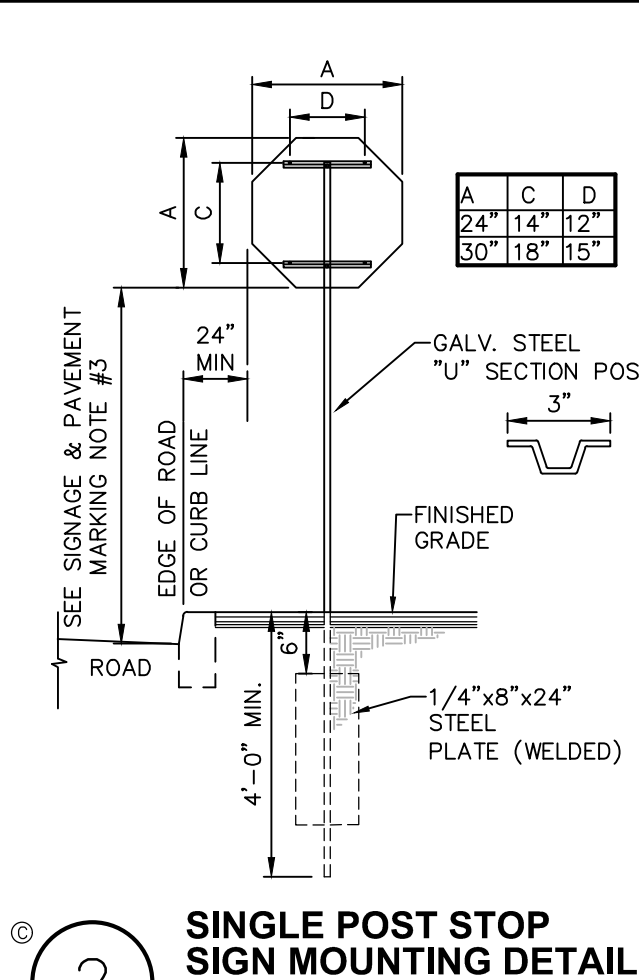


11 BOLLARD DETAIL - FOR REFUSE ENCLOSURE
SCALE: NOT TO SCALE

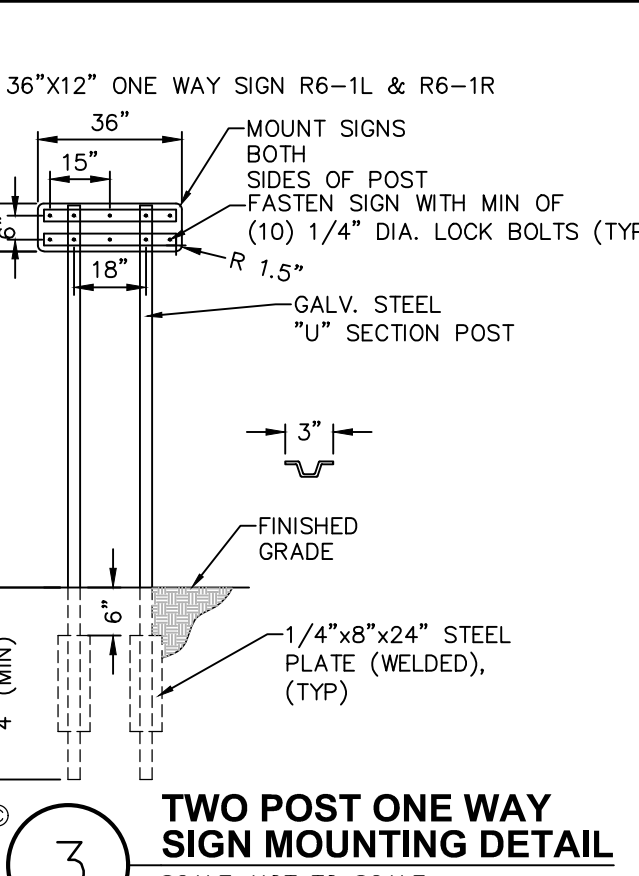
1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS WITH A MINIMUM CEMENT CONTENT OF 600 POUNDS PER CUBIC YARD FOR ALL FOOTINGS.
2. ALL CONCRETE SHALL HAVE A SLUMP OF NO GREATER THAN 3"-5" TO WITHIN A TOLERANCE OF 0"-1".
3. ALL EXPOSED CONCRETE SHALL BE 5% AIR-ENTRAINED (WITHIN 1% TOLERANCES) CONFORMING TO ASTM C260.
4. ALL FORMWORK AND PLACEMENT OF CONCRETE SHALL COMPLY WITH GOOD CONSTRUCTION PRACTICES AND BE IN ACCORDANCE WITH GOVERNING CODES, AND REGULATIONS.



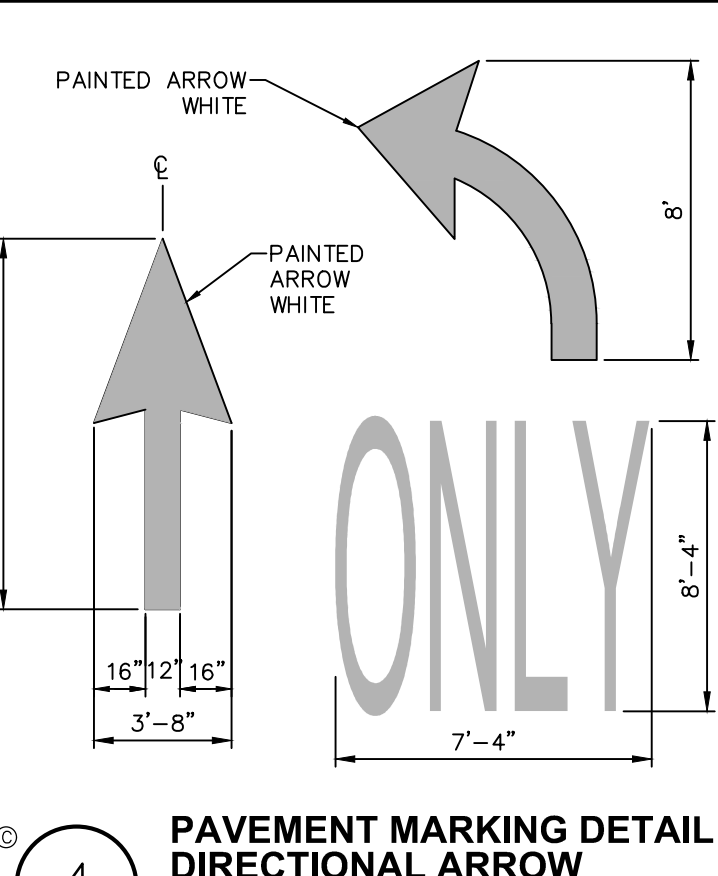
1 SINGLE POST SIGN MOUNTING DETAIL
SCALE: NOT TO SCALE



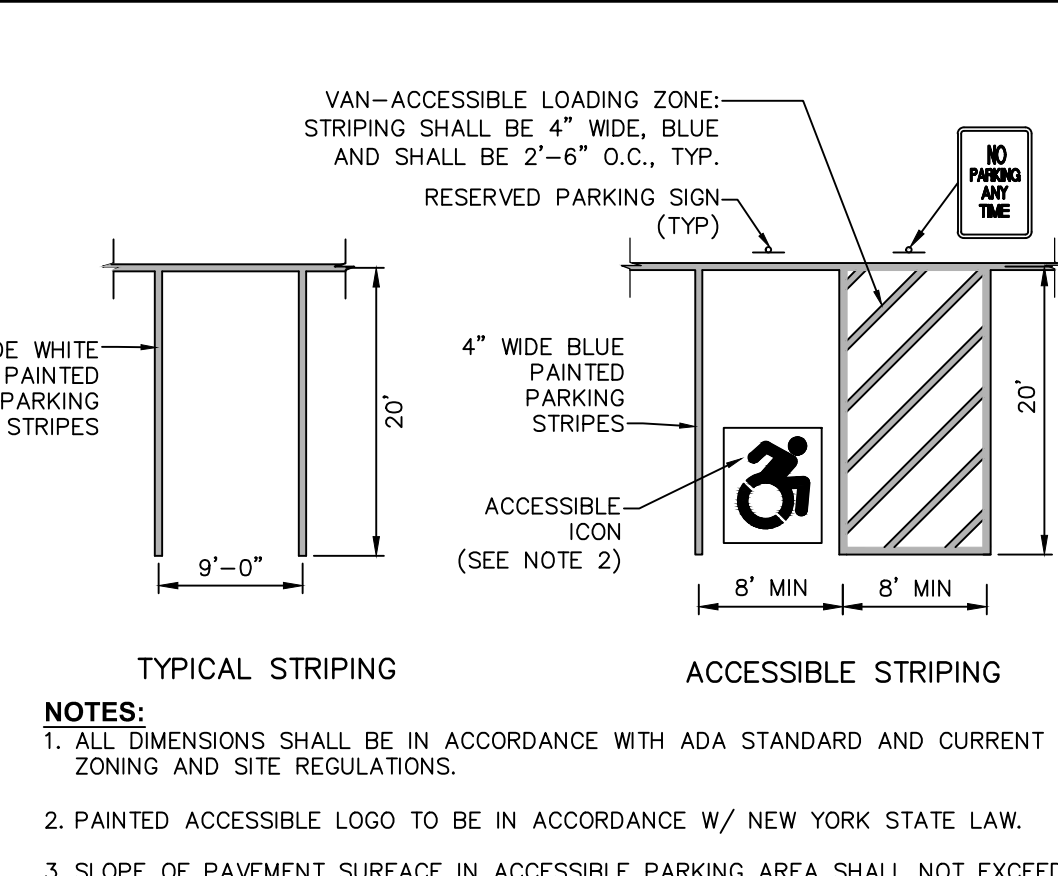
2 SINGLE POST STOP SIGN MOUNTING DETAIL
SCALE: NOT TO SCALE



3 TWO POST ONE WAY SIGN MOUNTING DETAIL
SCALE: NOT TO SCALE

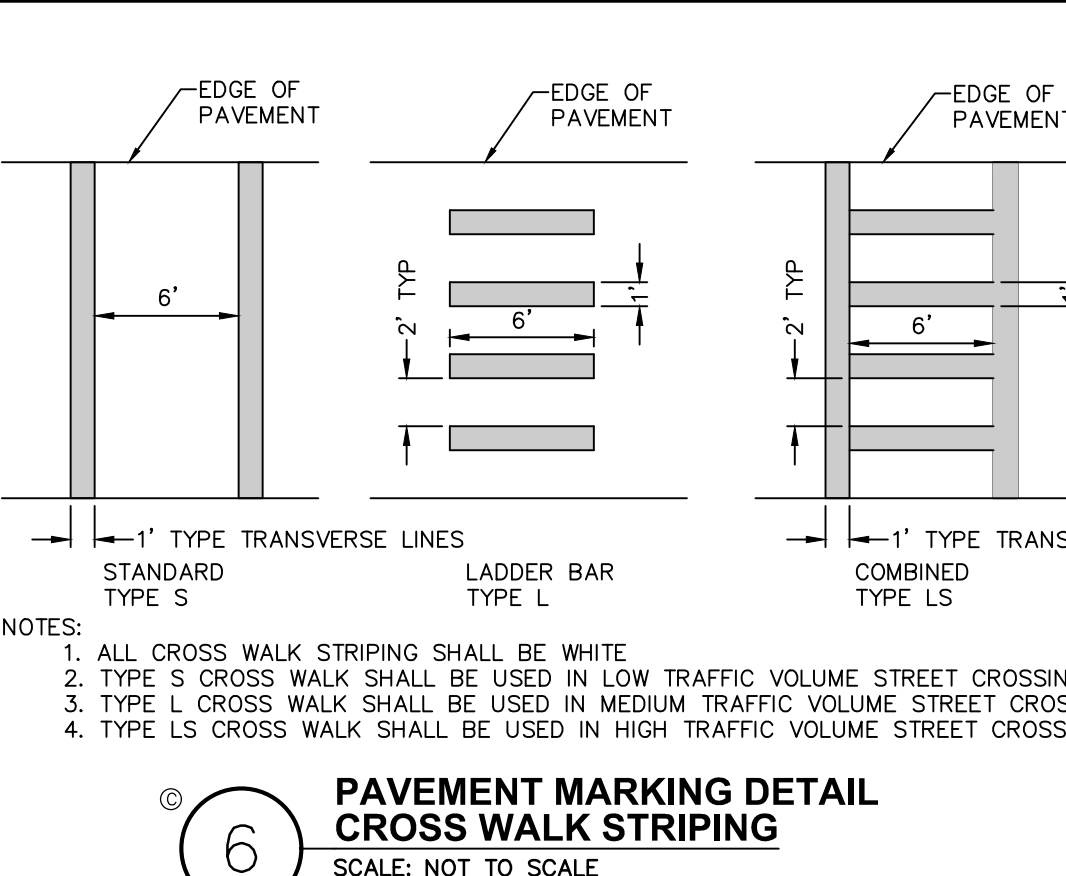


4 PAVEMENT MARKING DETAIL DIRECTIONAL ARROW
SCALE: NOT TO SCALE



- NOTES:
1. ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH ADA STANDARD AND CURRENT ZONING AND SITE REGULATIONS.
 2. PAINTED ACCESSIBLE LOGO TO BE IN ACCORDANCE W/ NEW YORK STATE LAW.
 3. SLOPE OF PAVEMENT SURFACE IN ACCESSIBLE PARKING AREA SHALL NOT EXCEED 1.5% IN ANY DIRECTION.
 4. SEE PLAN FOR ACTUAL LOCATION OF SIGNAGE

5 PAVEMENT MARKING DETAIL PARKING STRIPING
SCALE: NOT TO SCALE

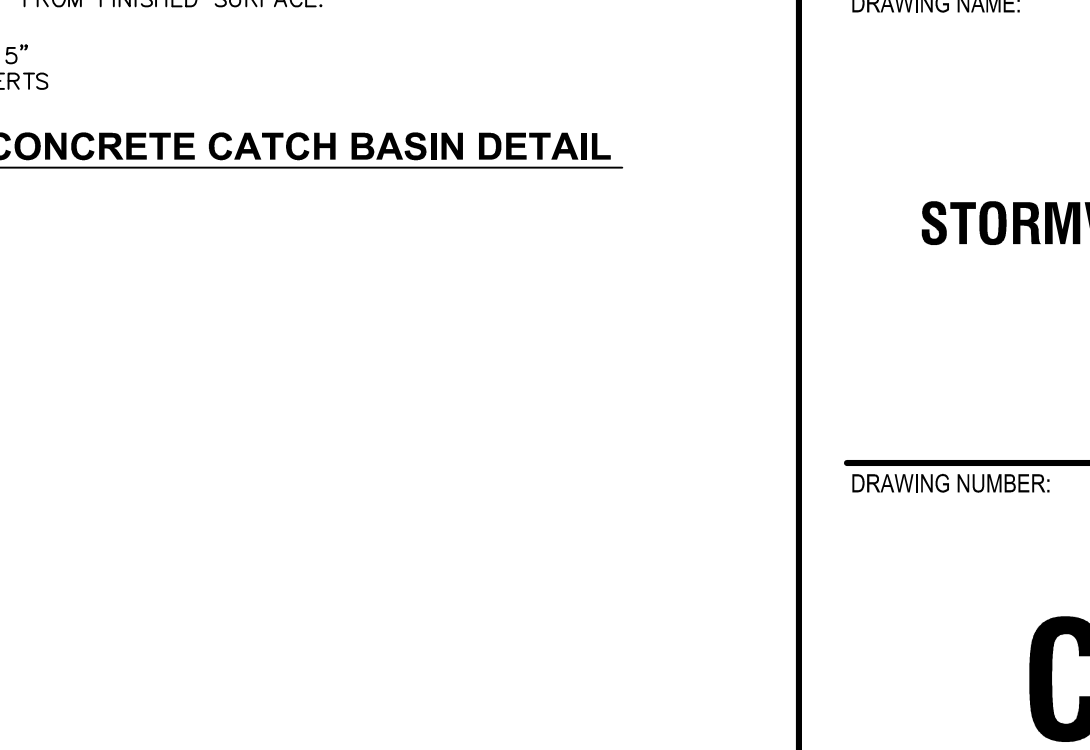
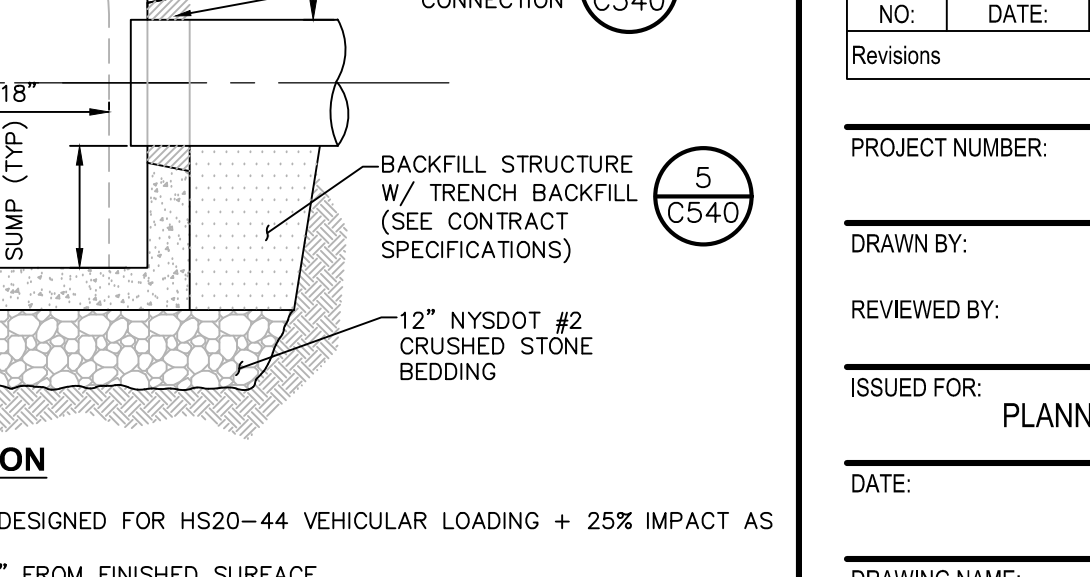
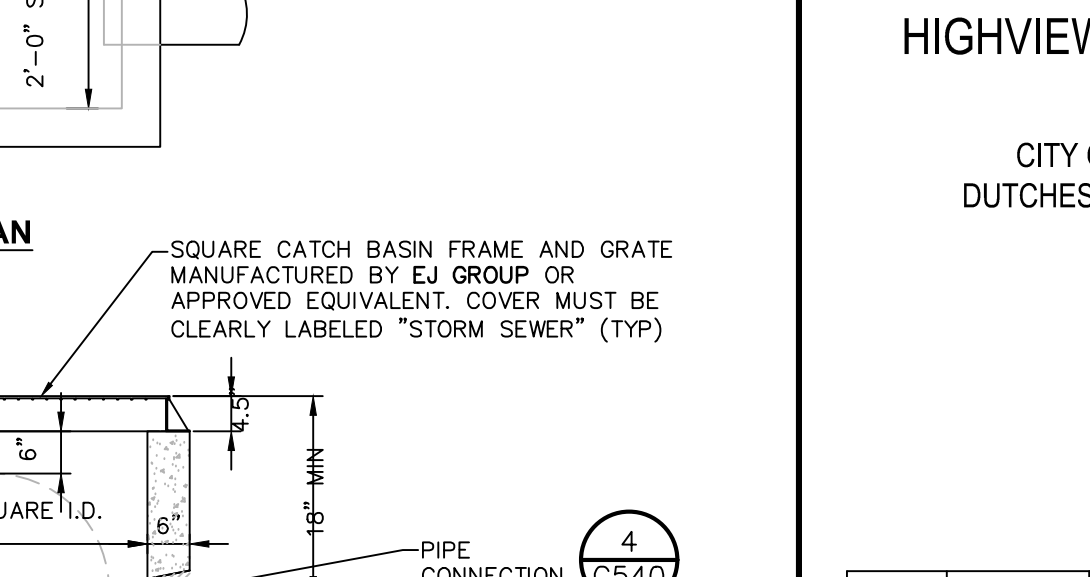
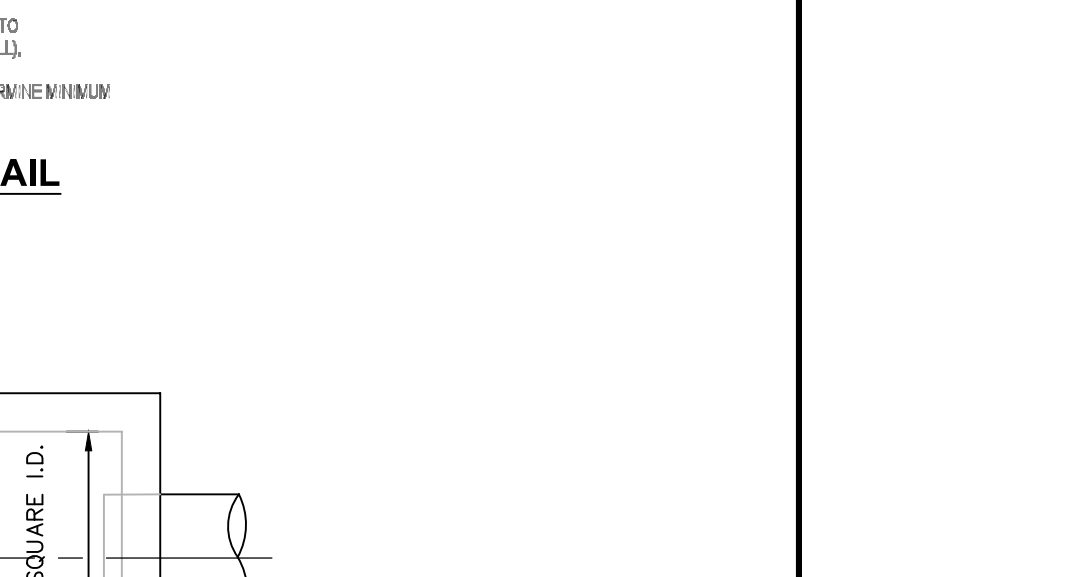
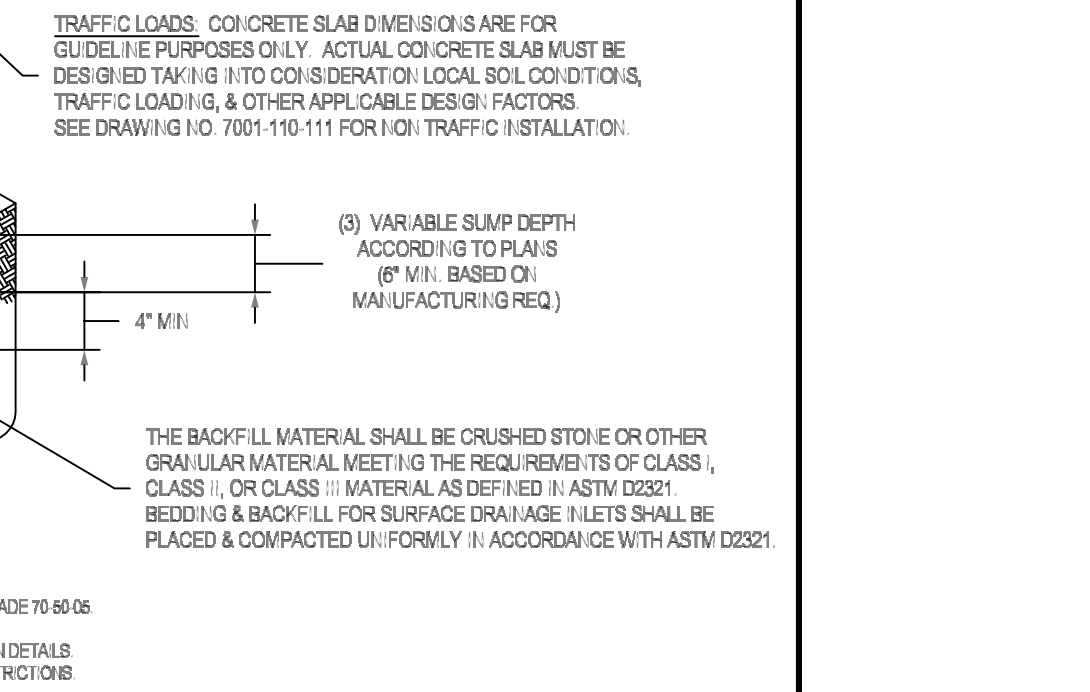
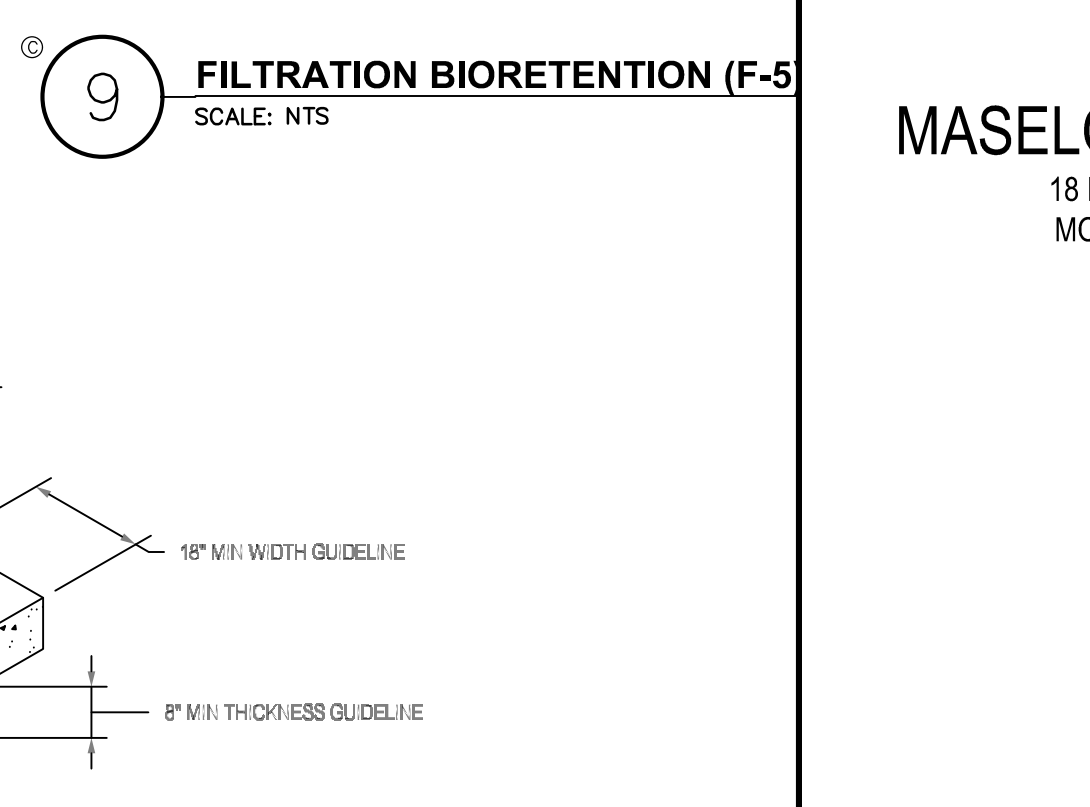
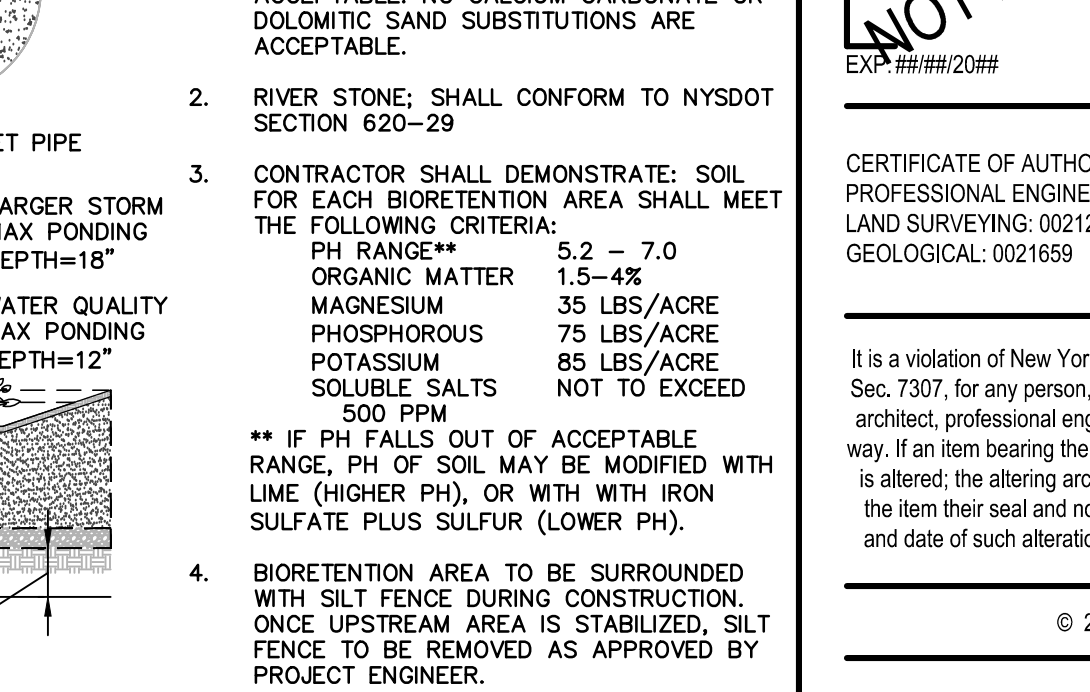
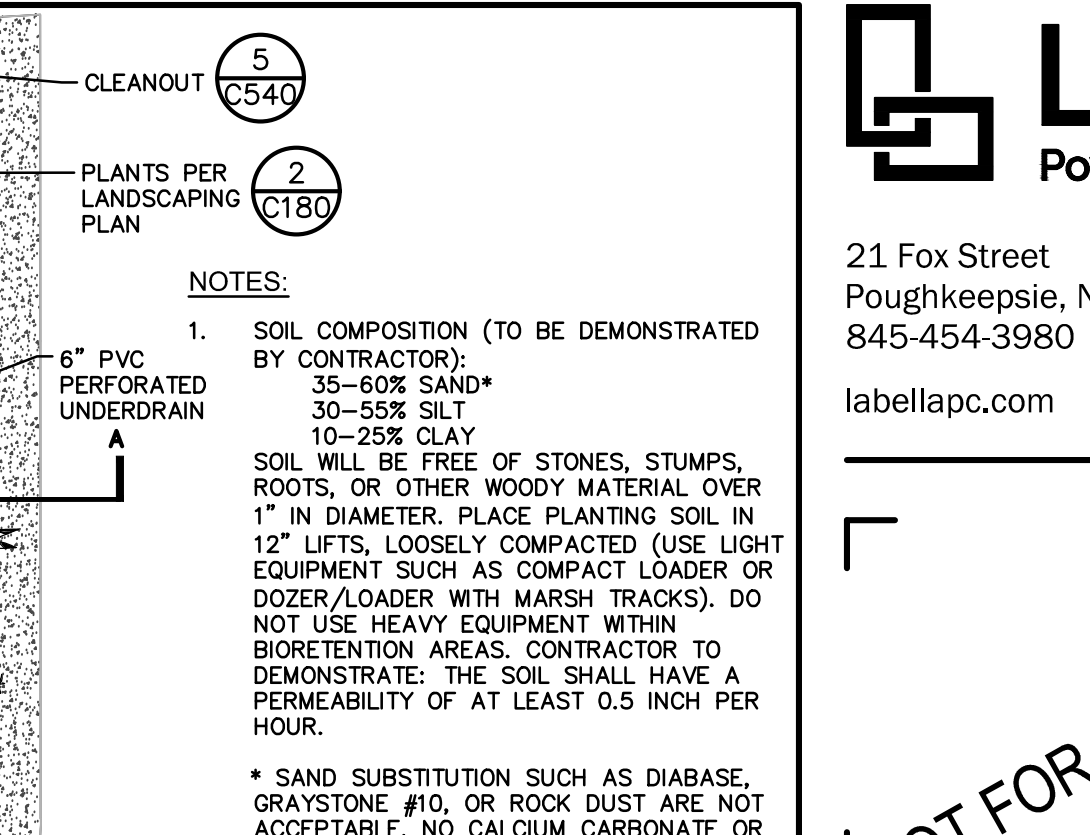
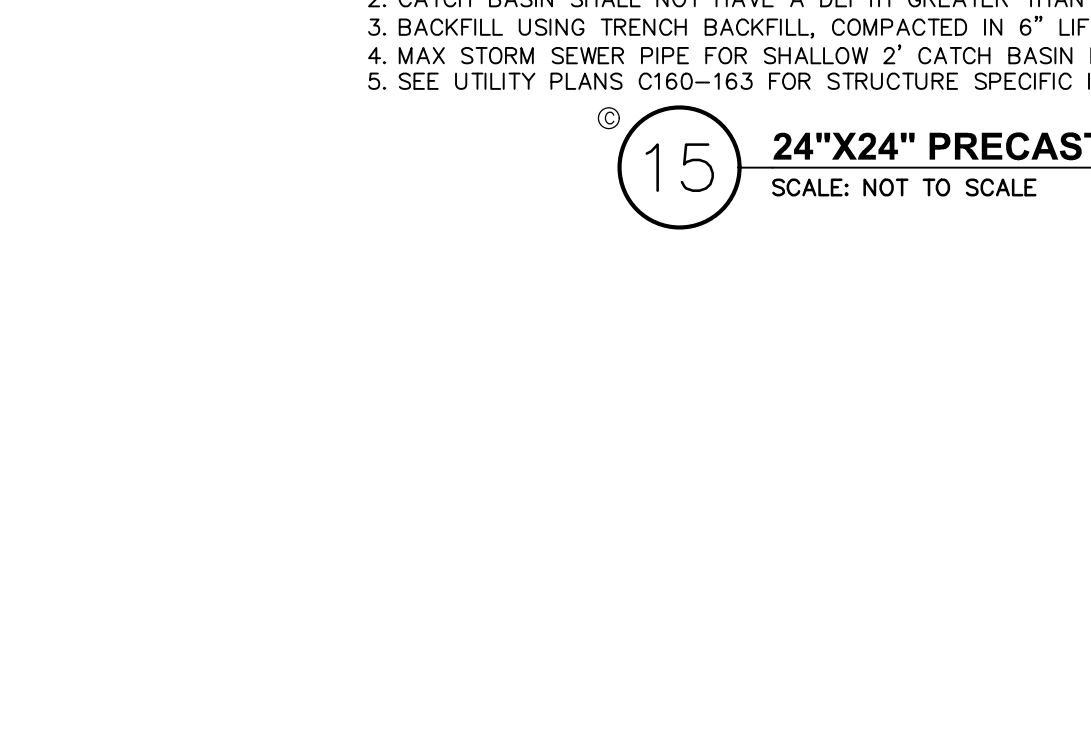
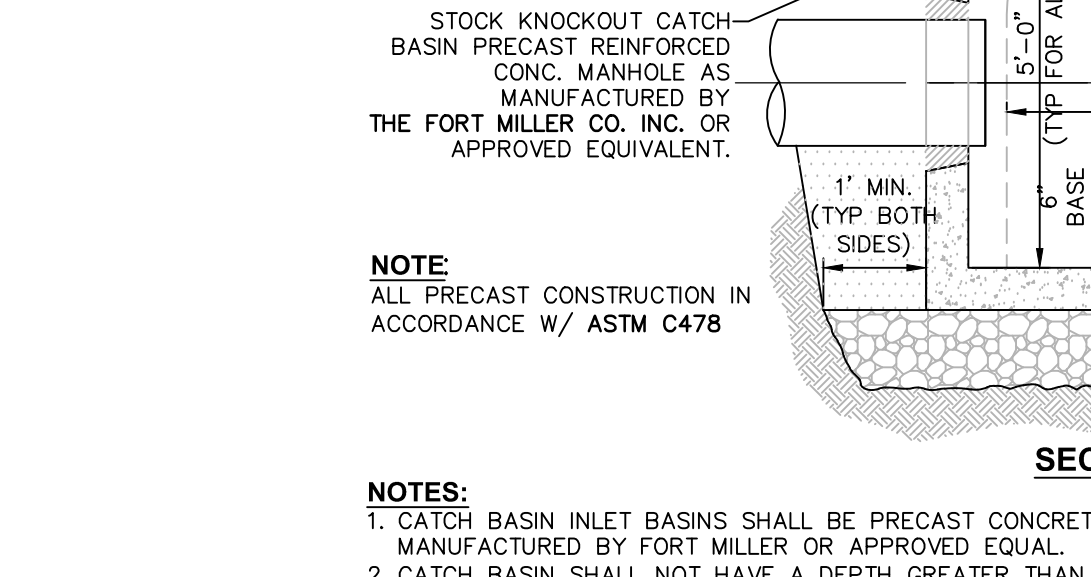
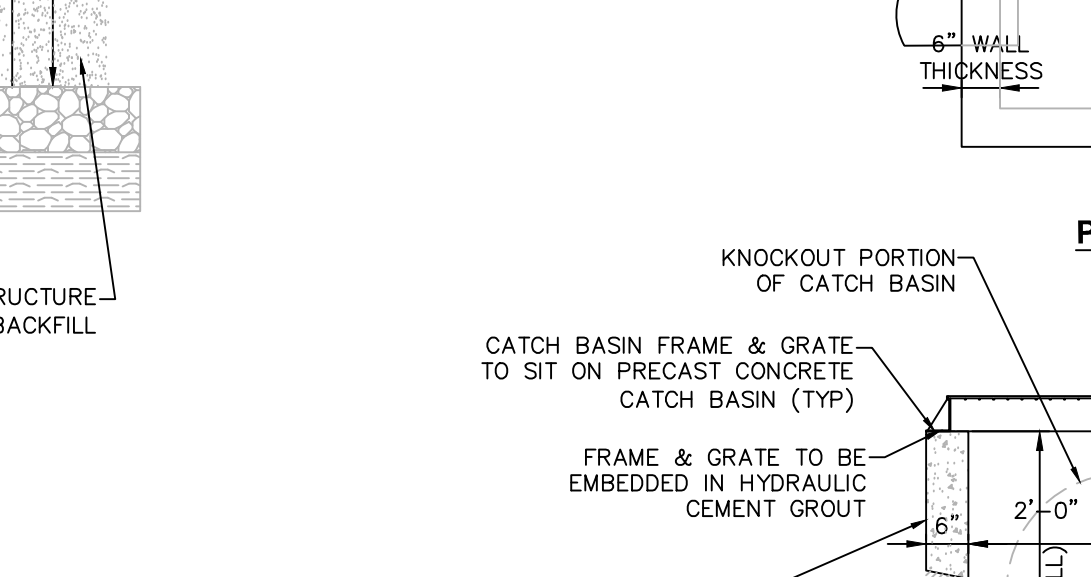
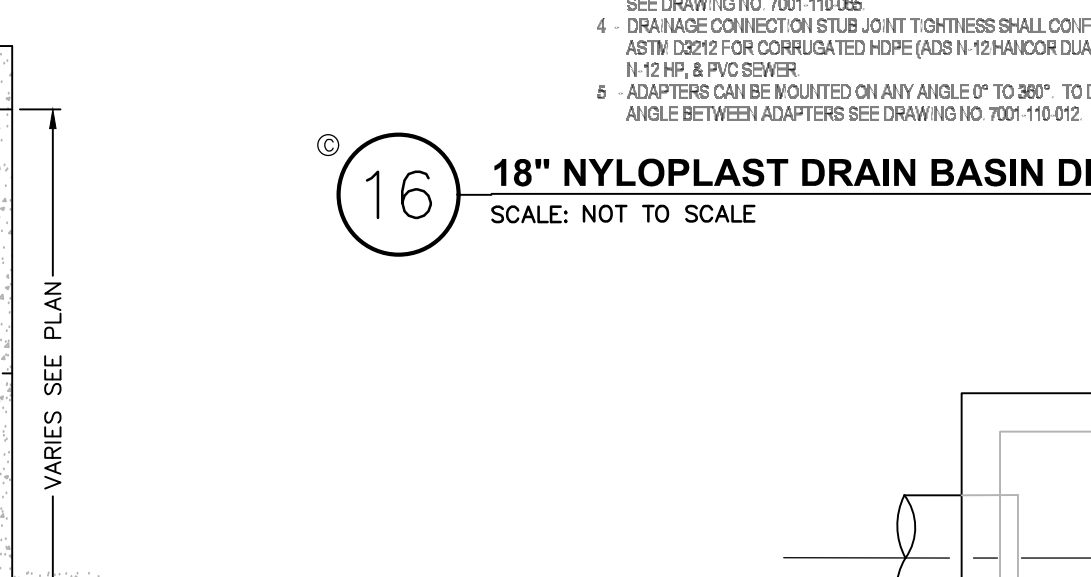
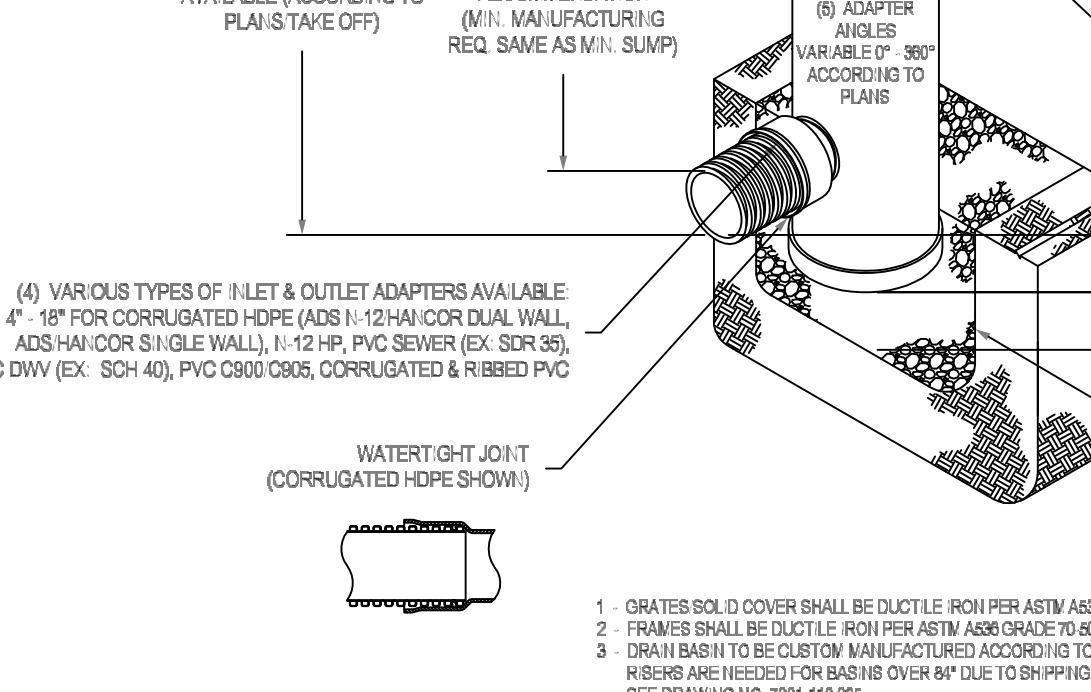
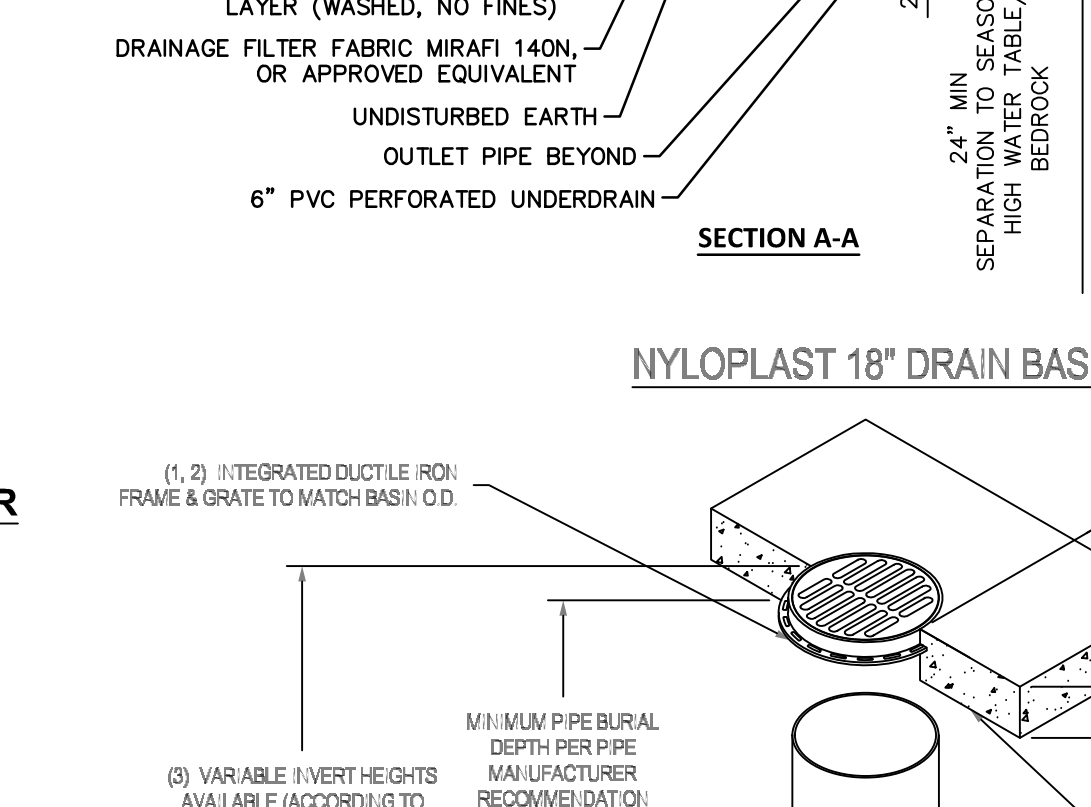
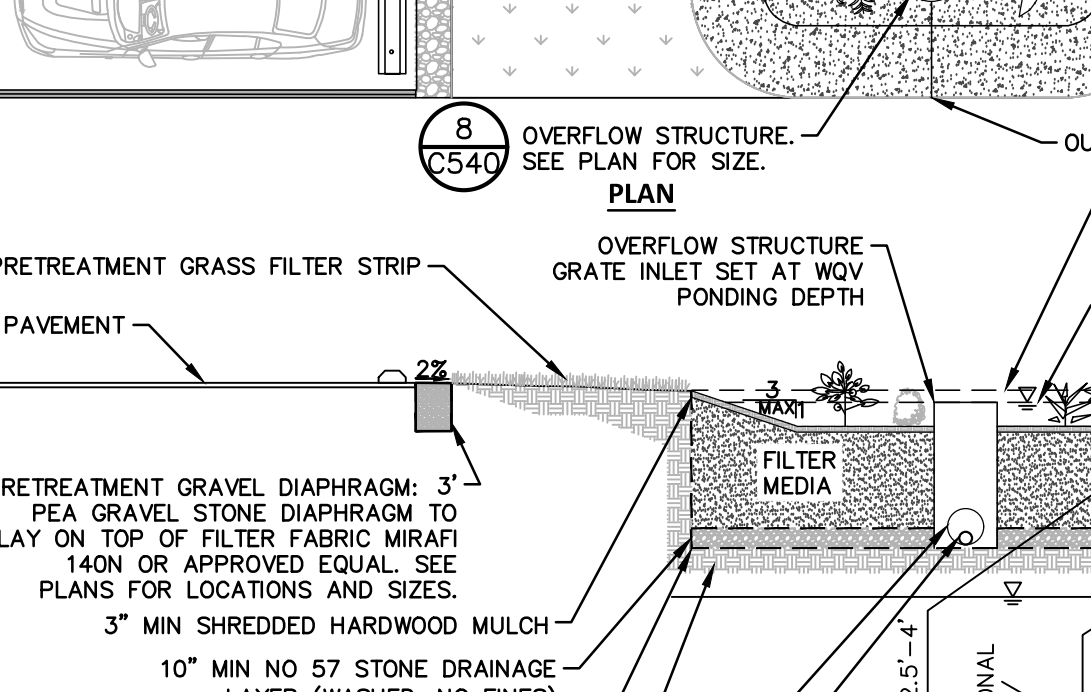
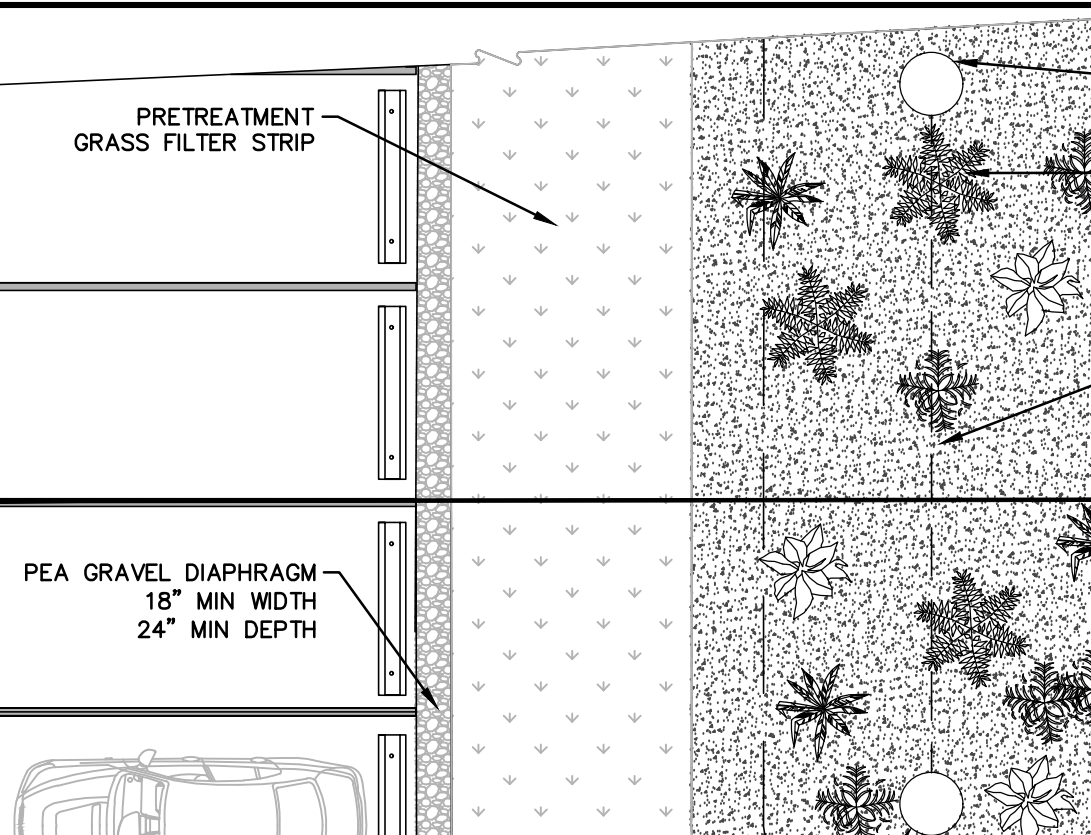
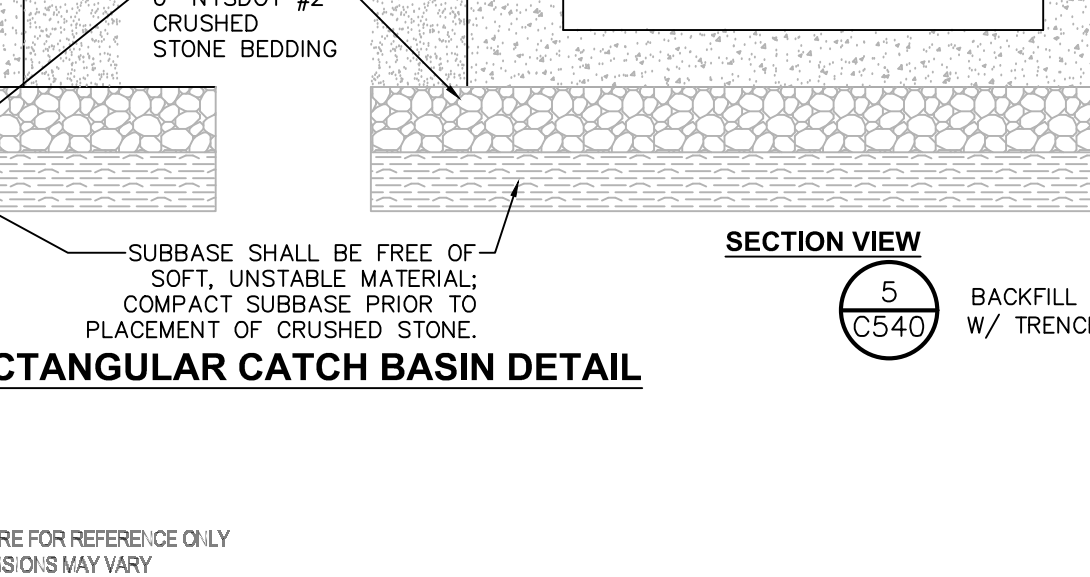
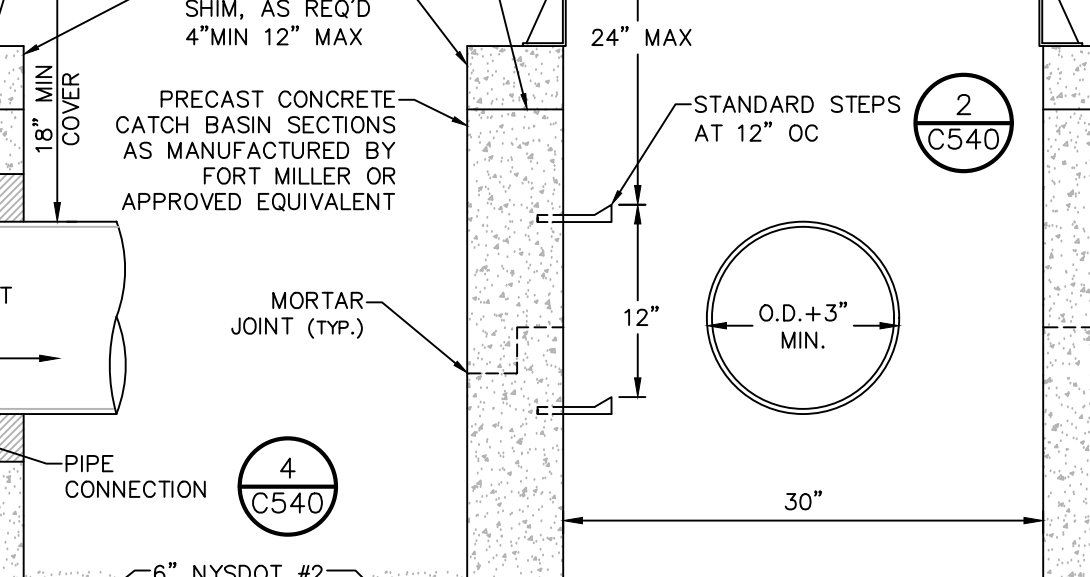
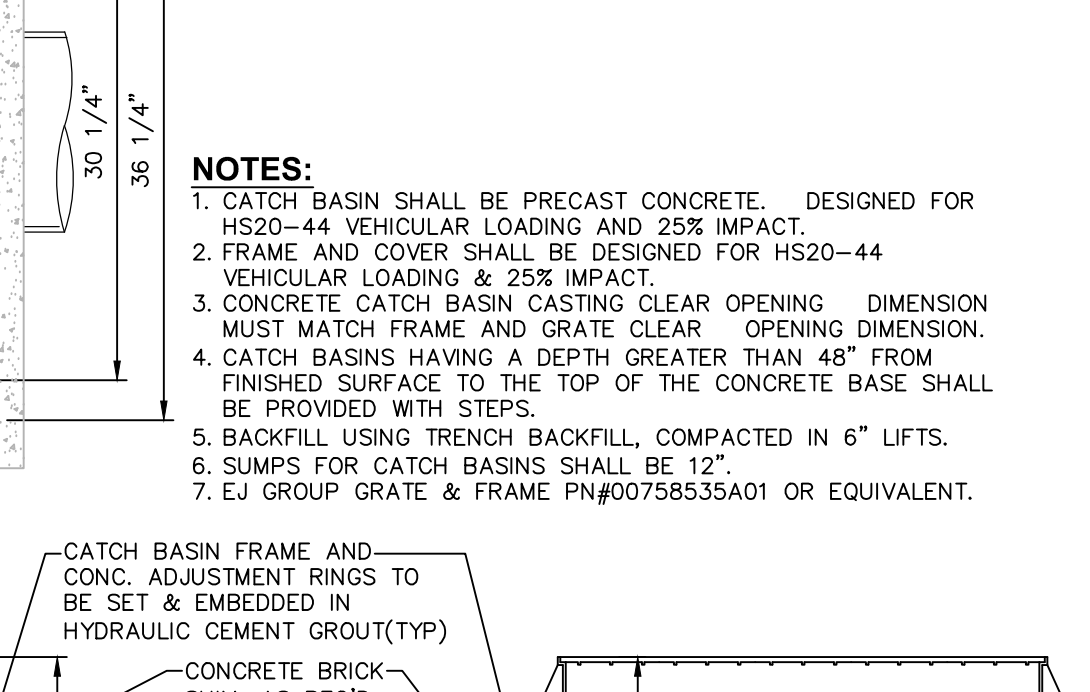
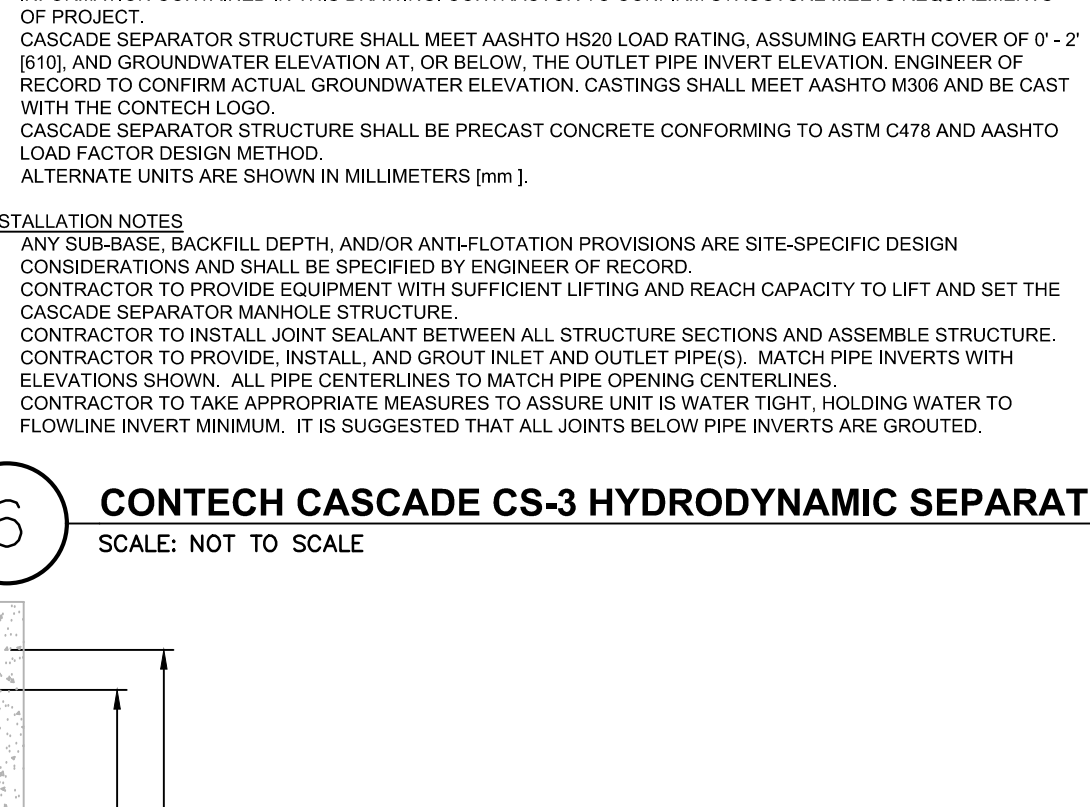
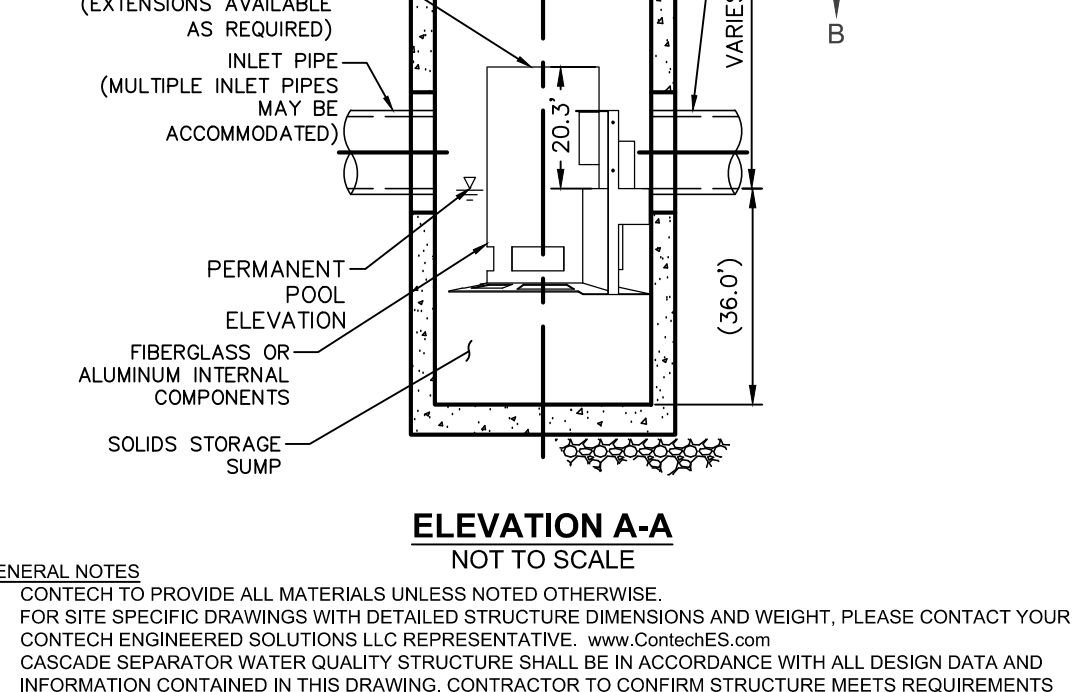
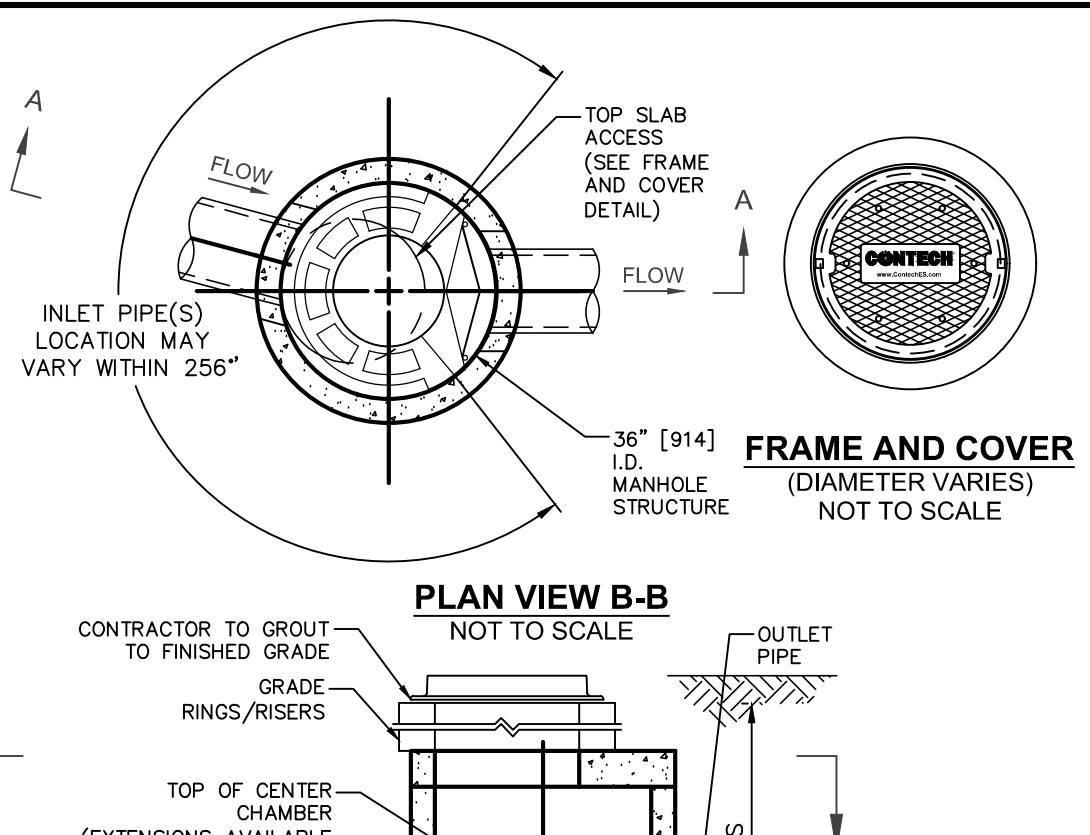
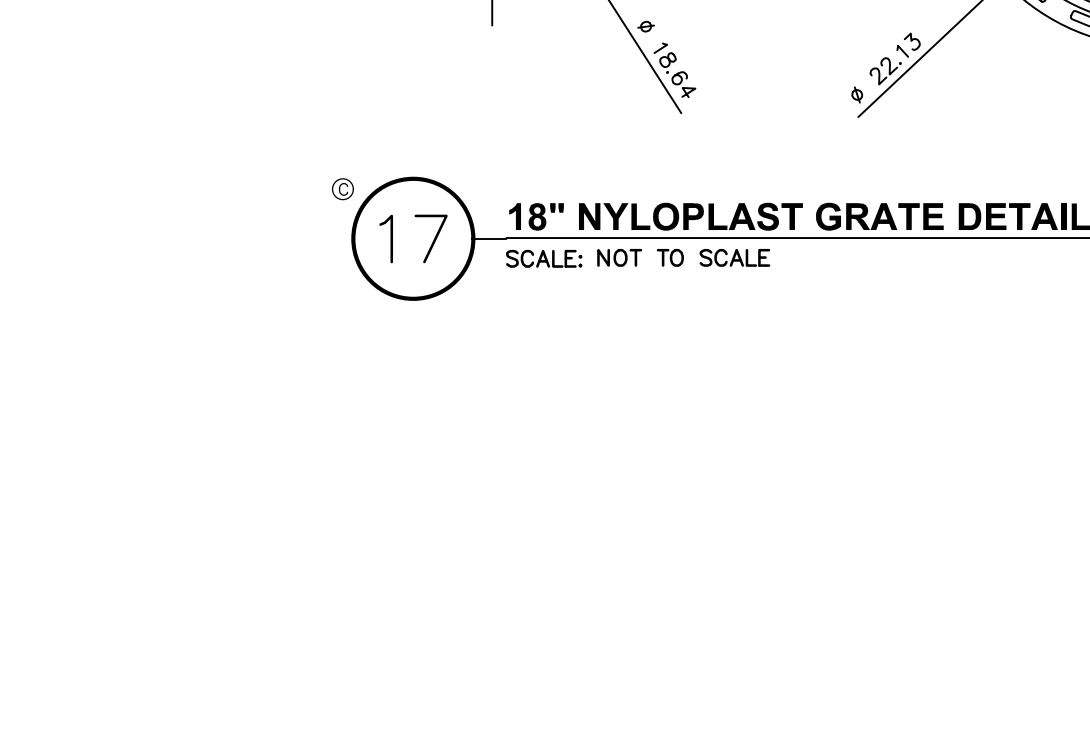
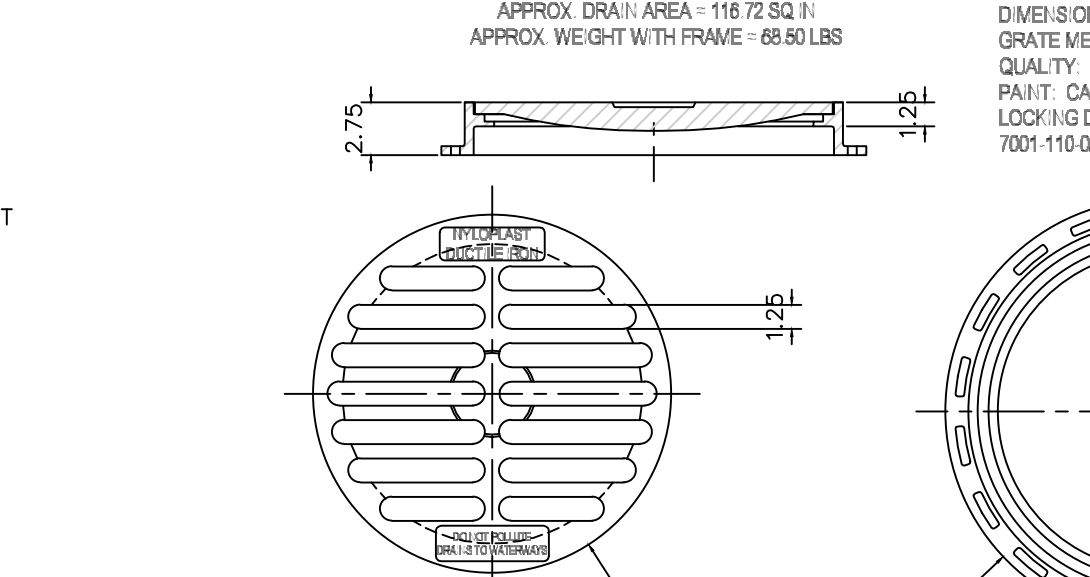
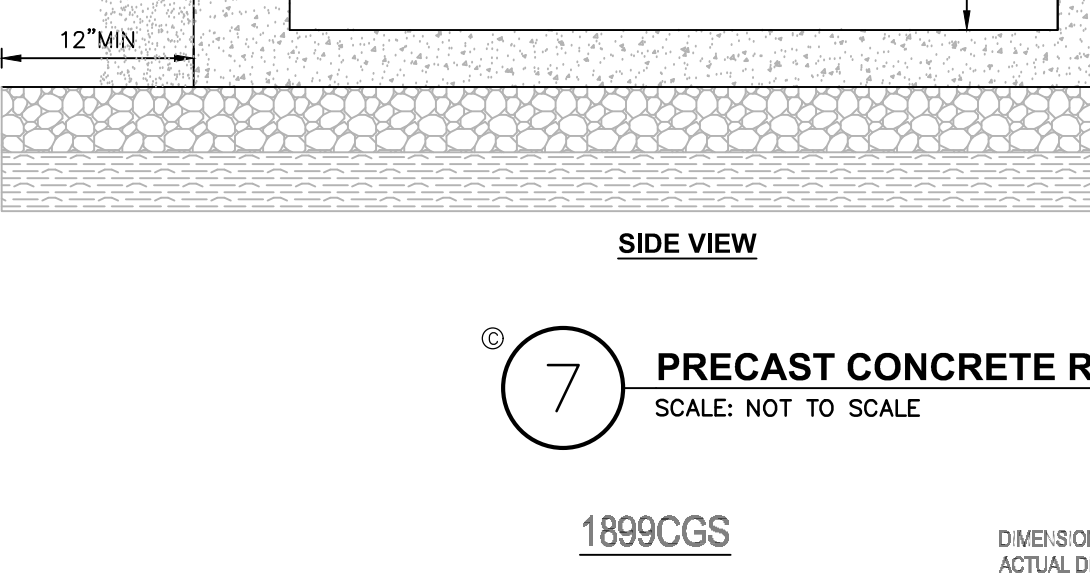
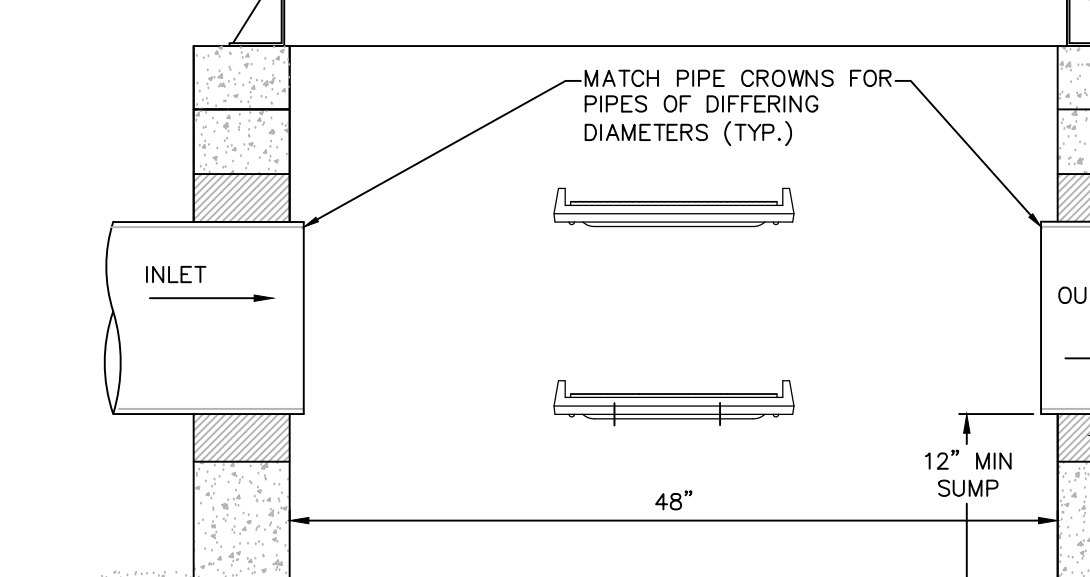
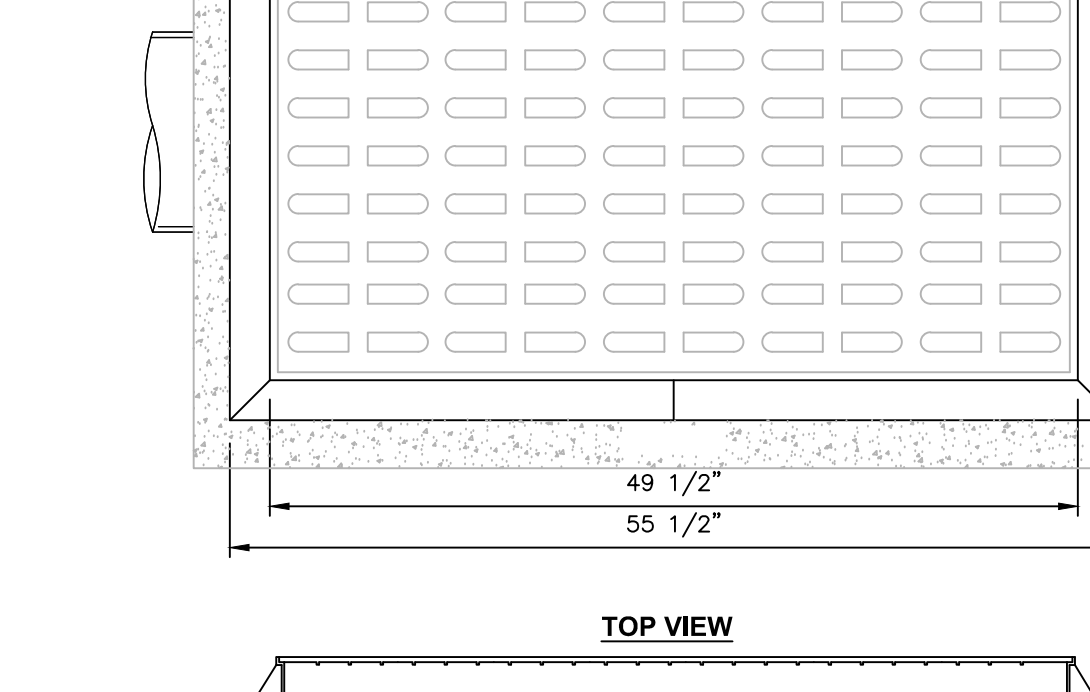
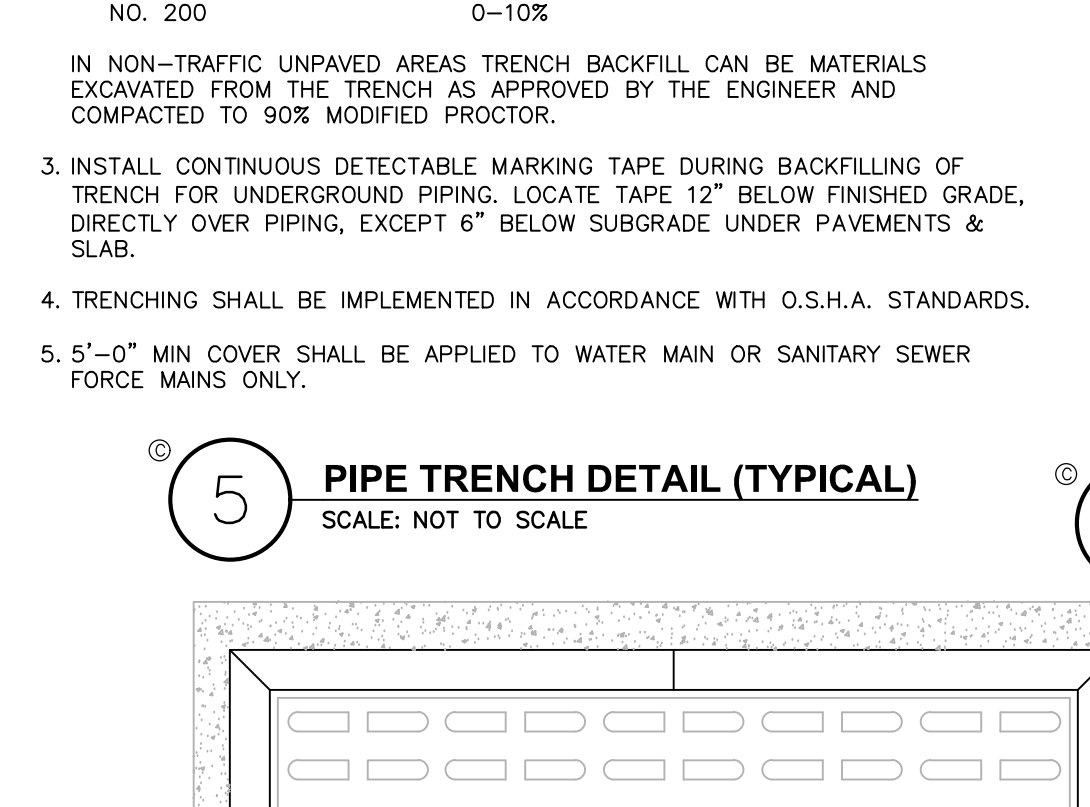
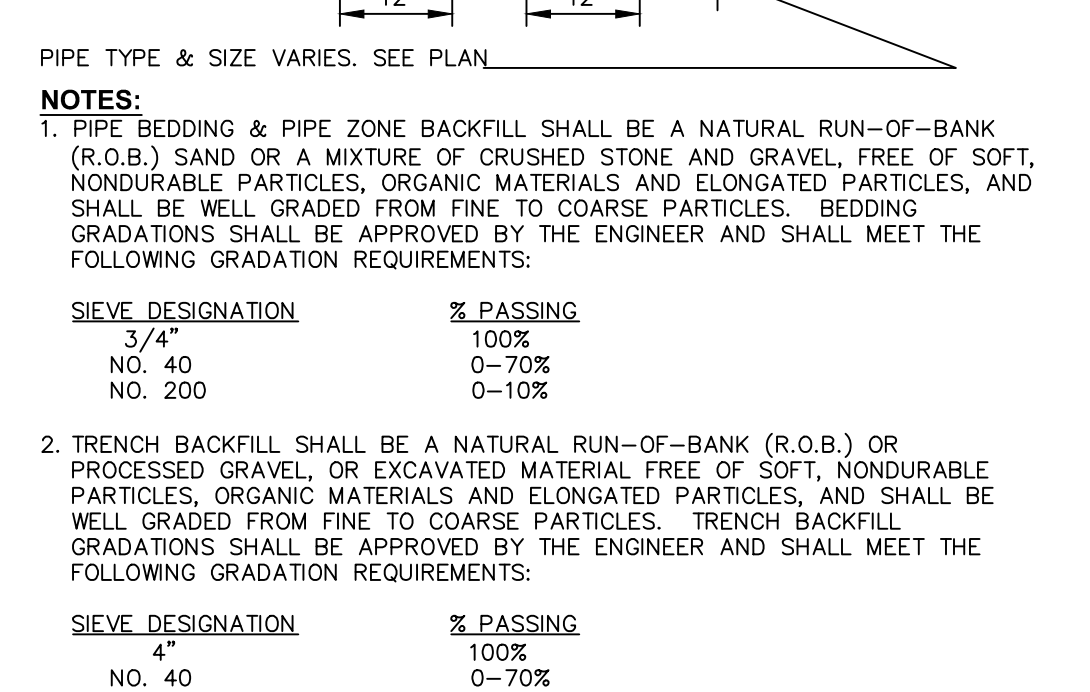
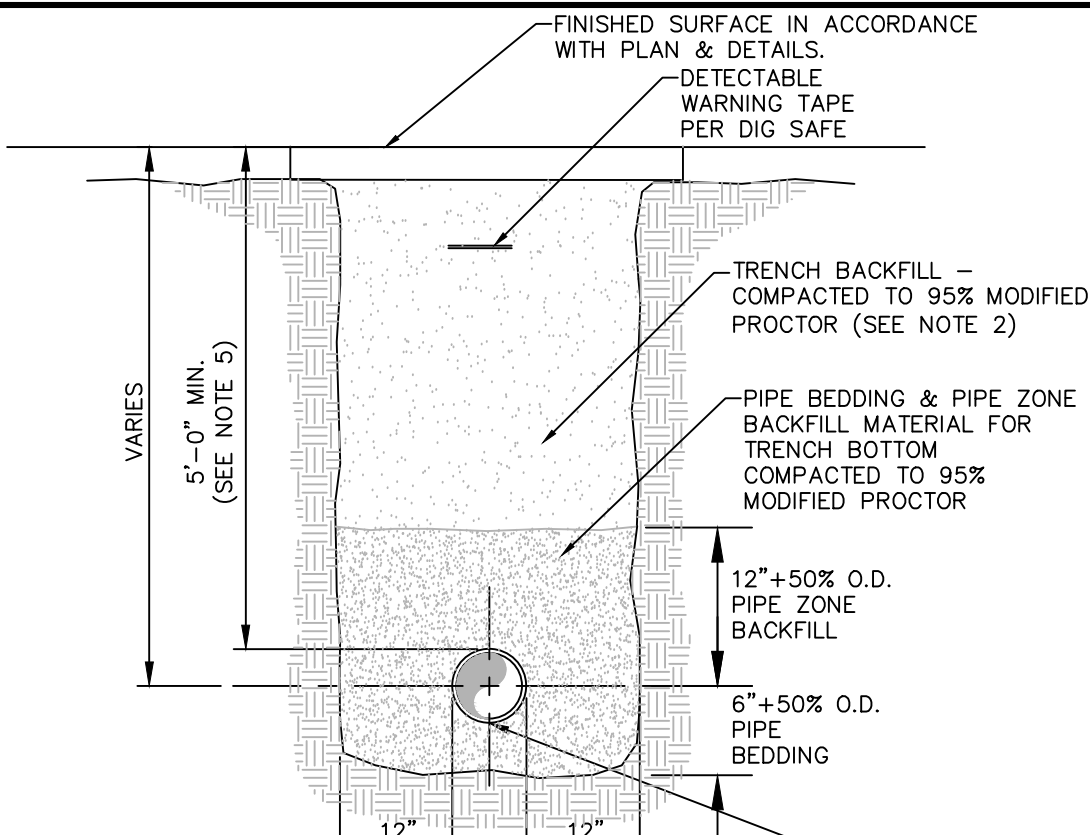
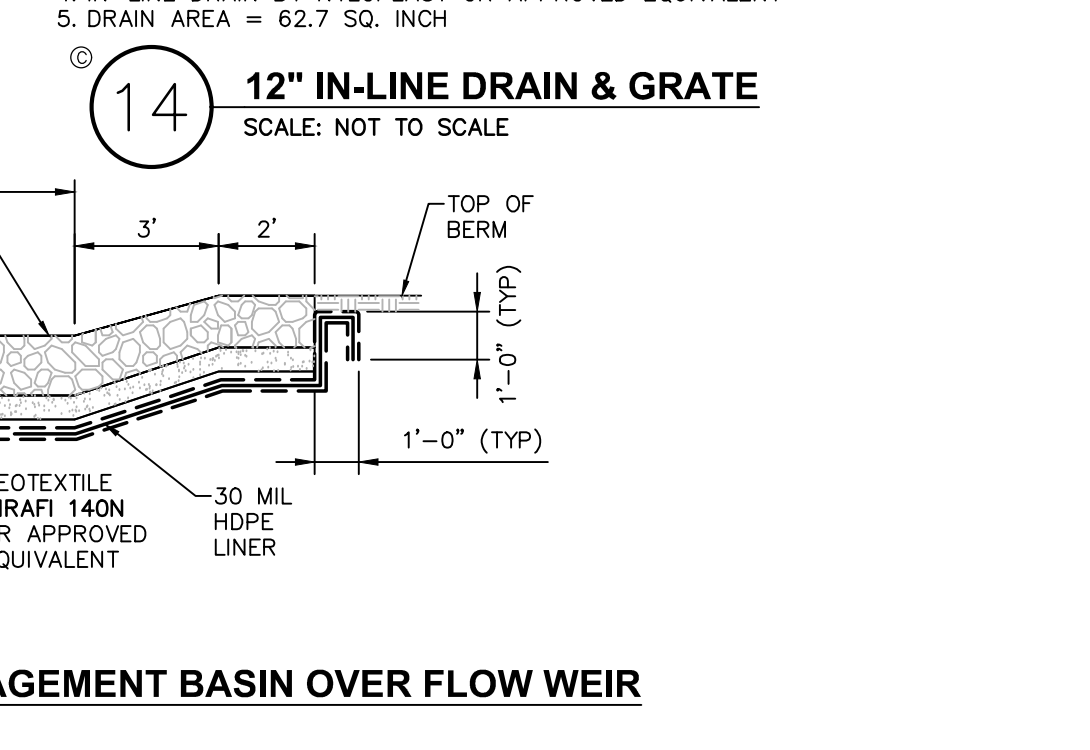
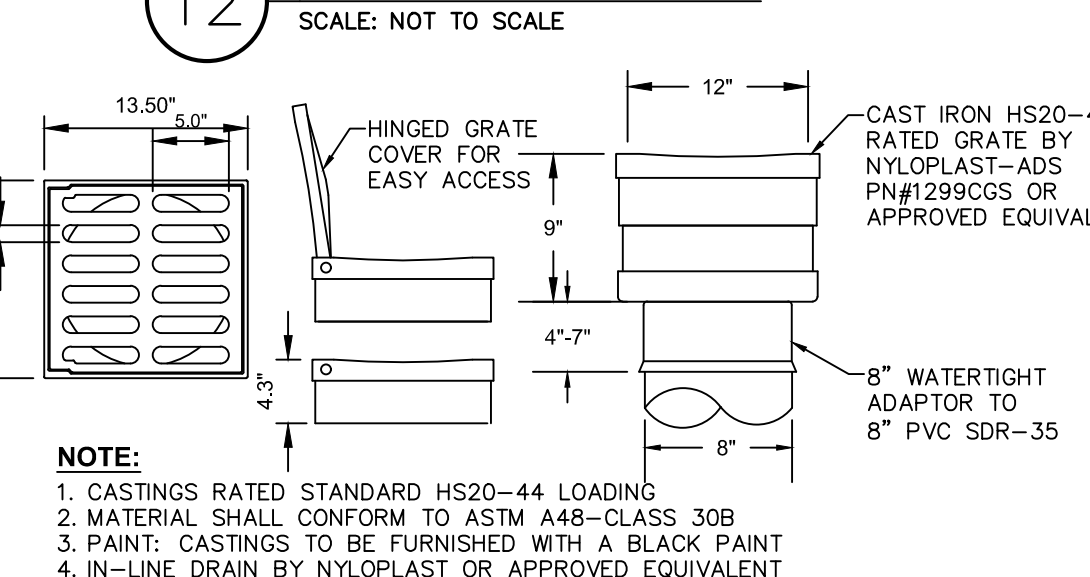
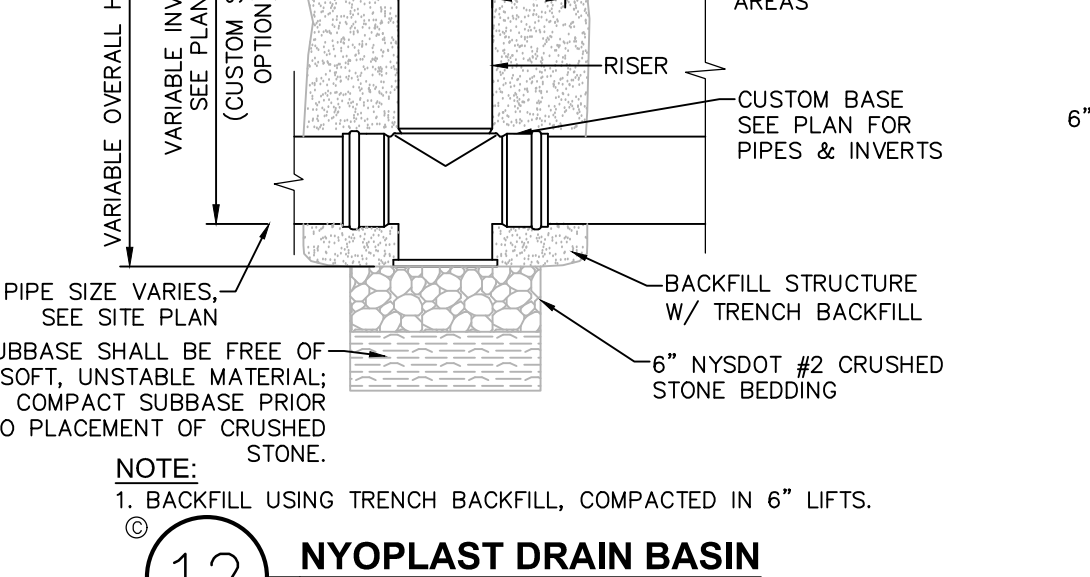
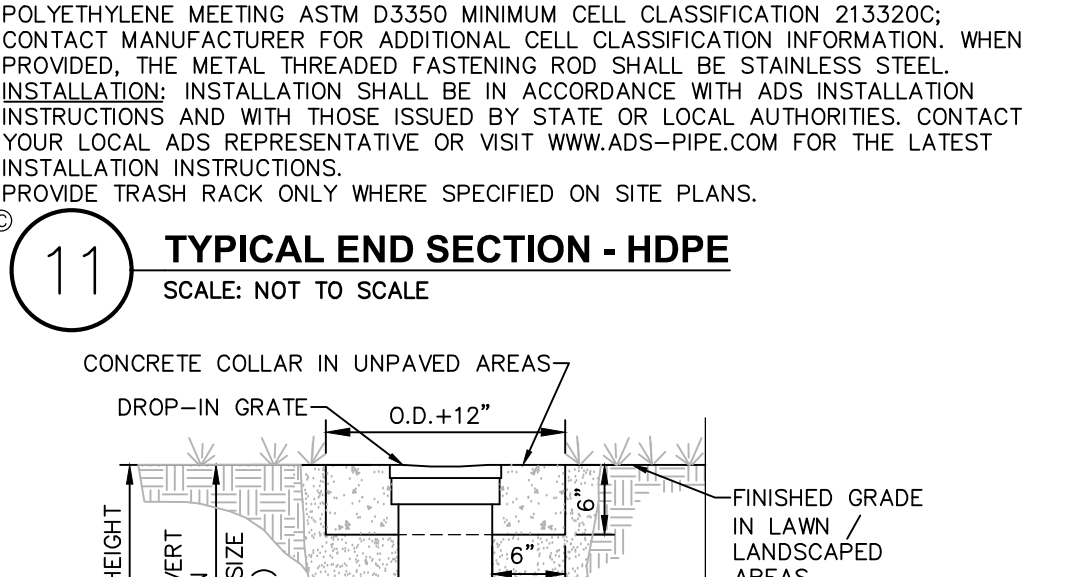
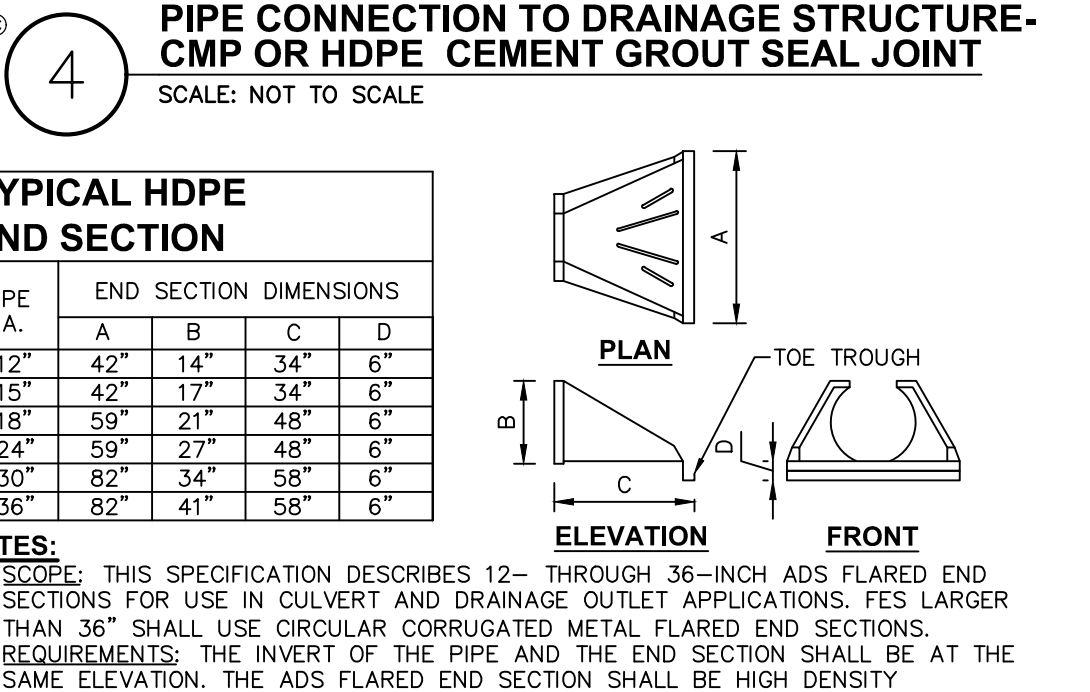
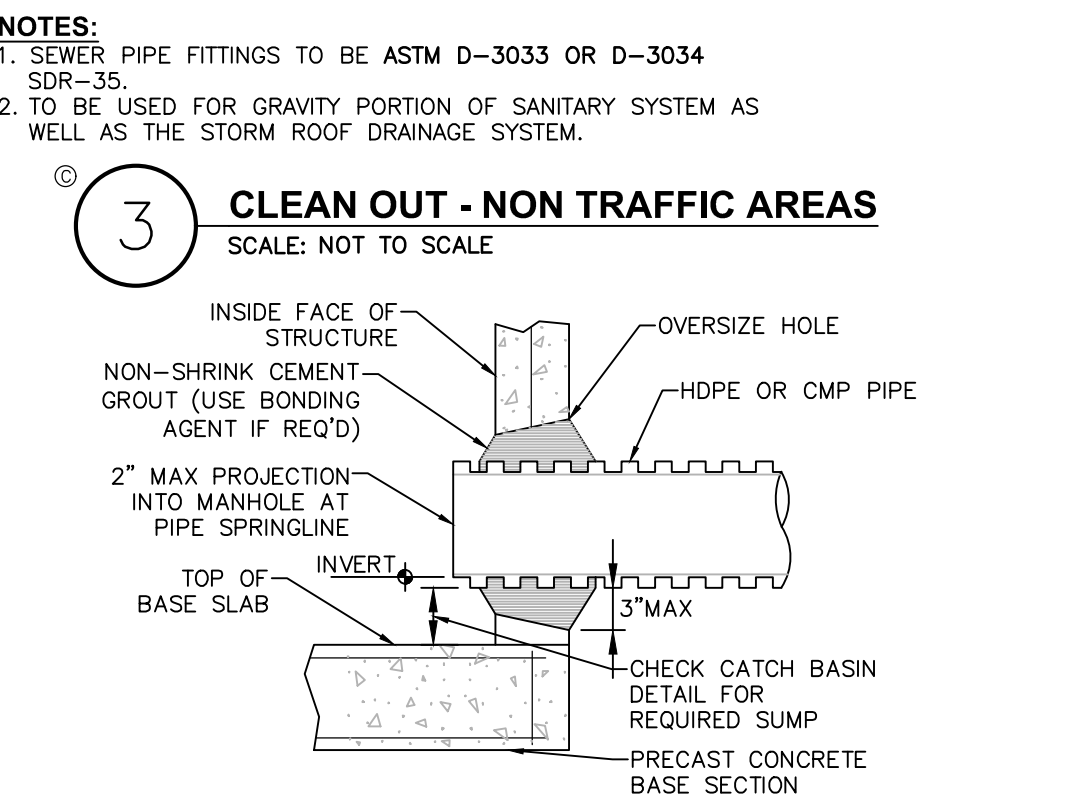
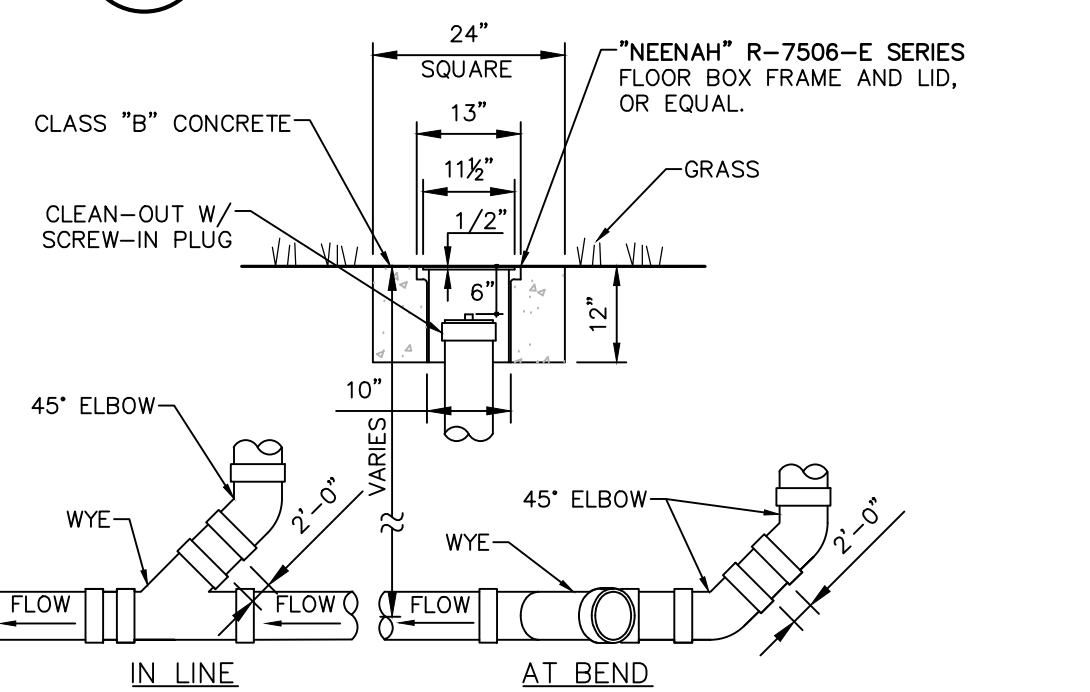
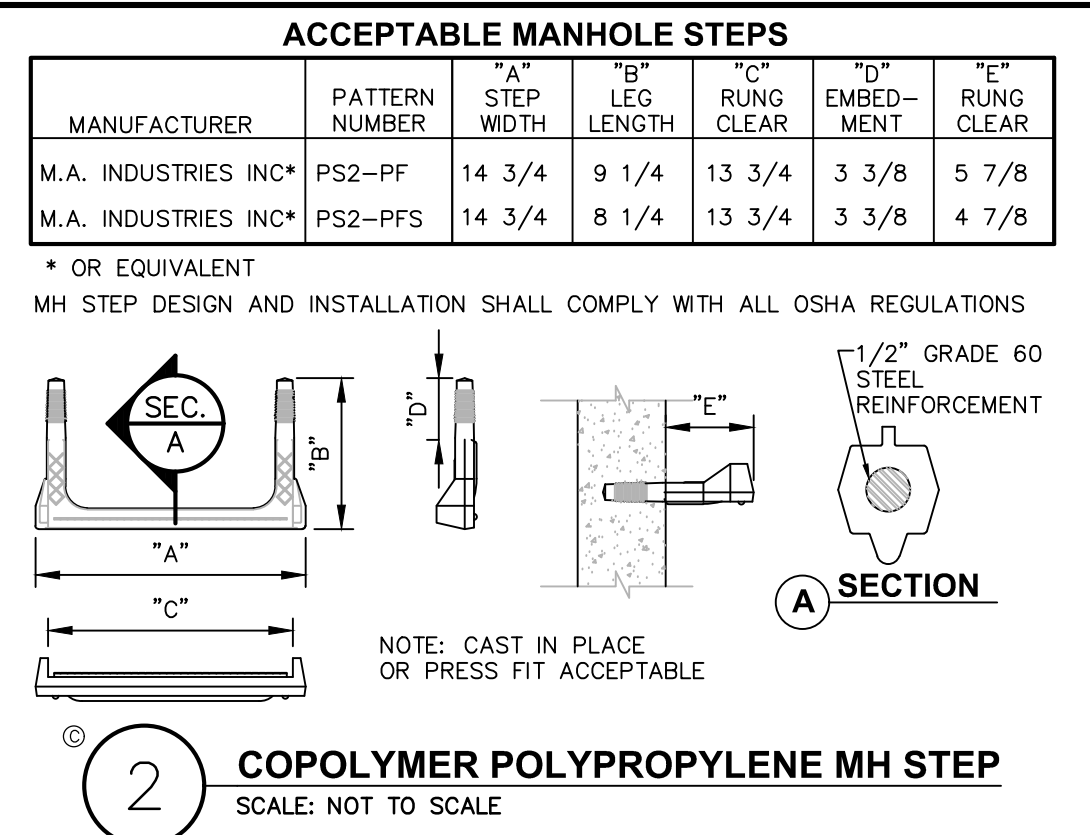
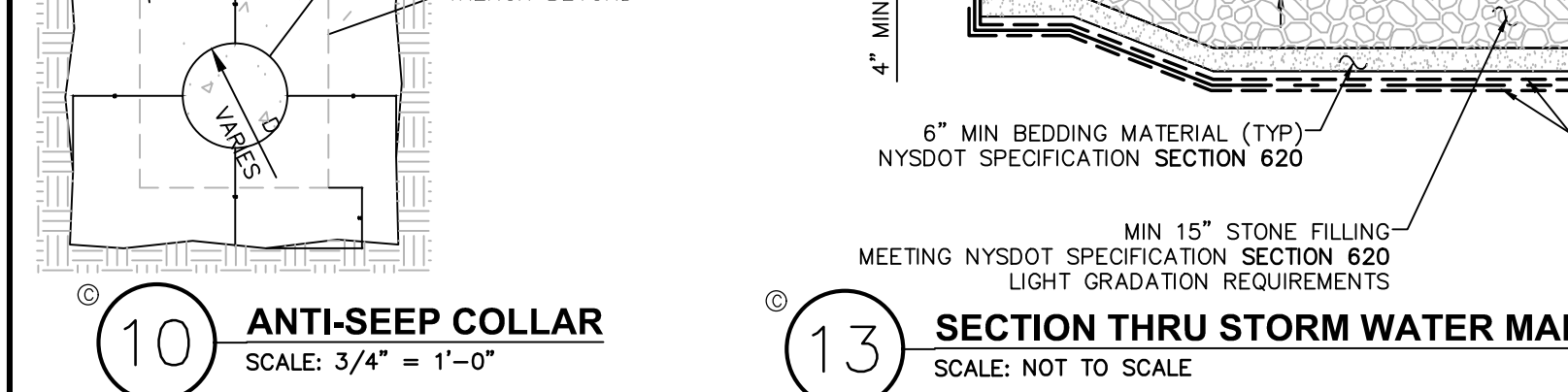
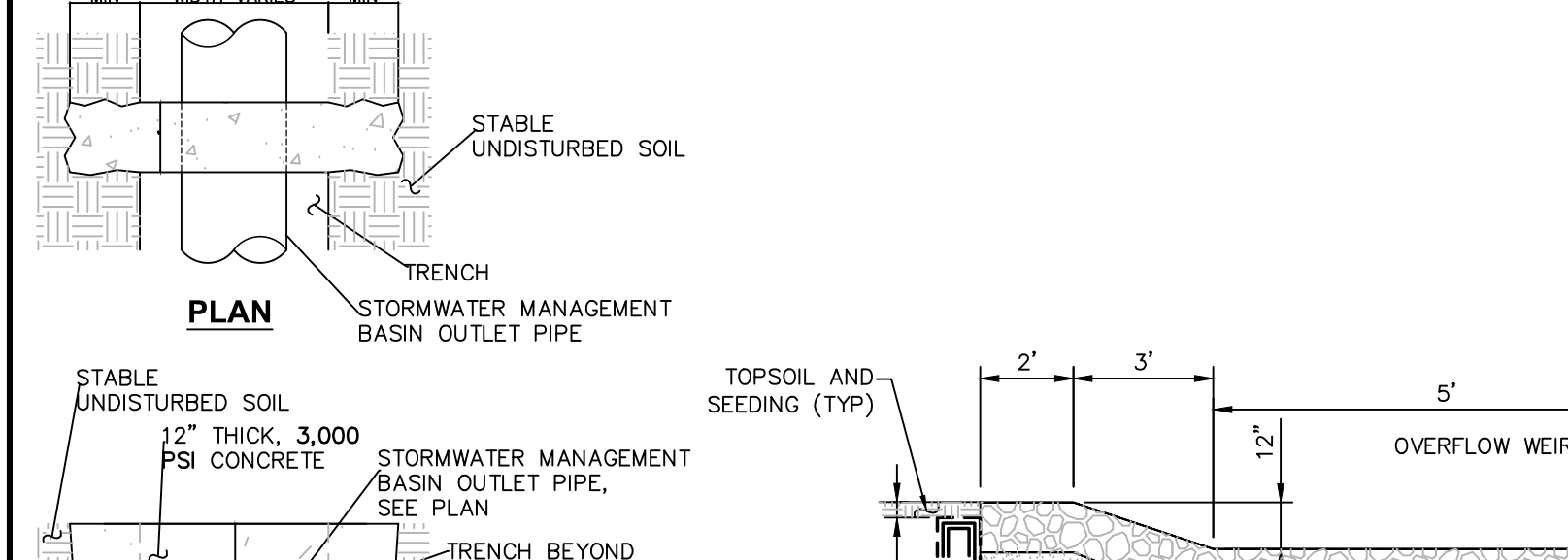
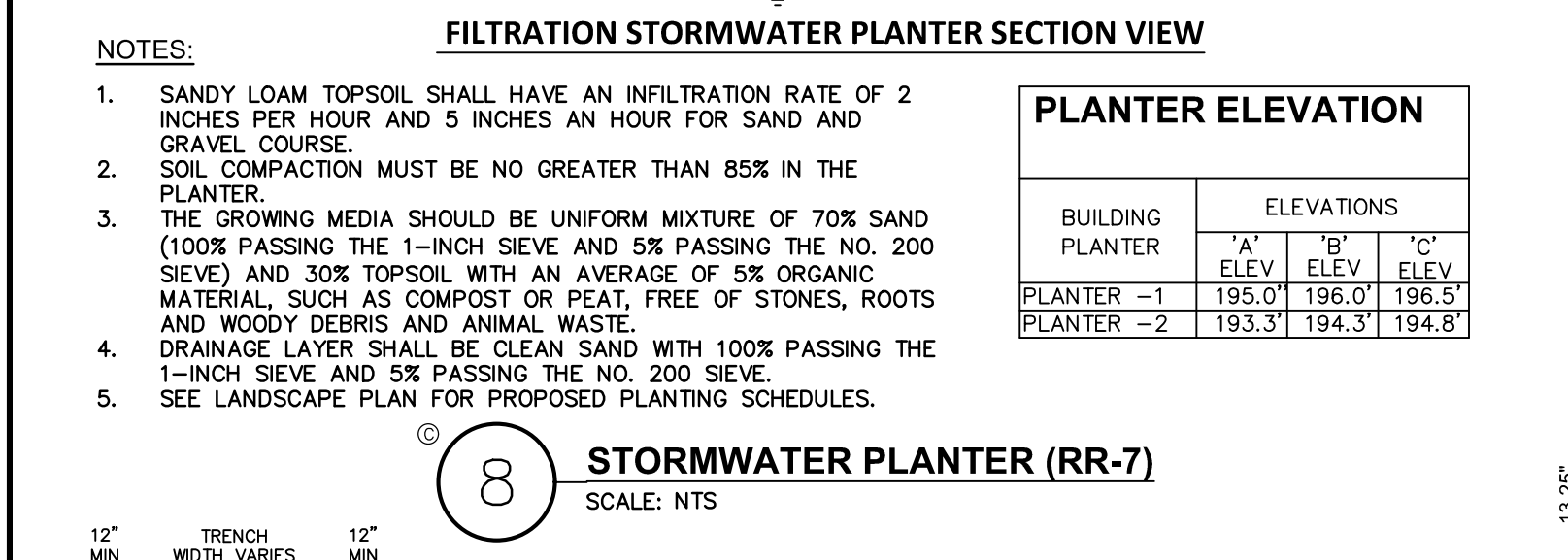
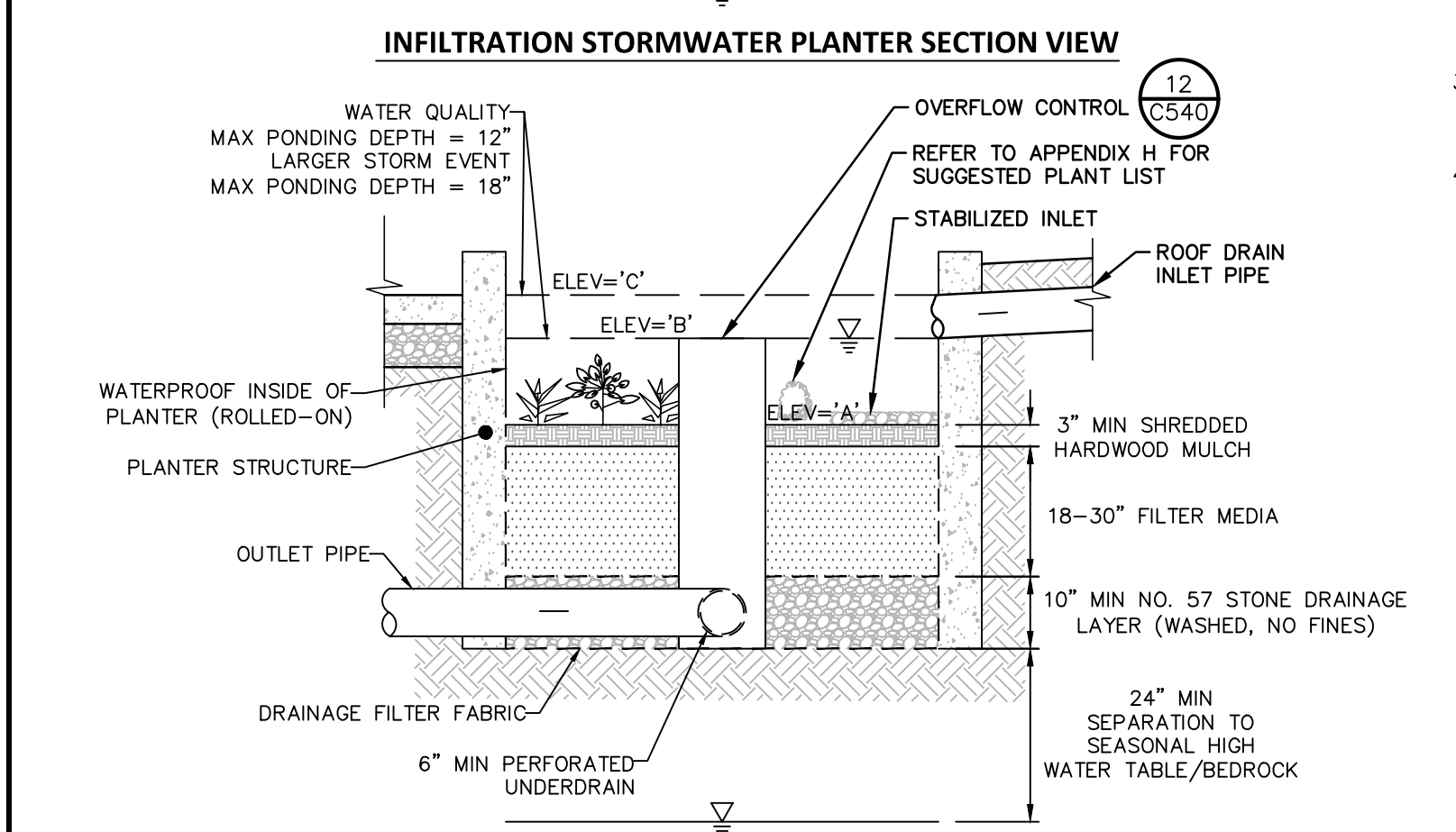
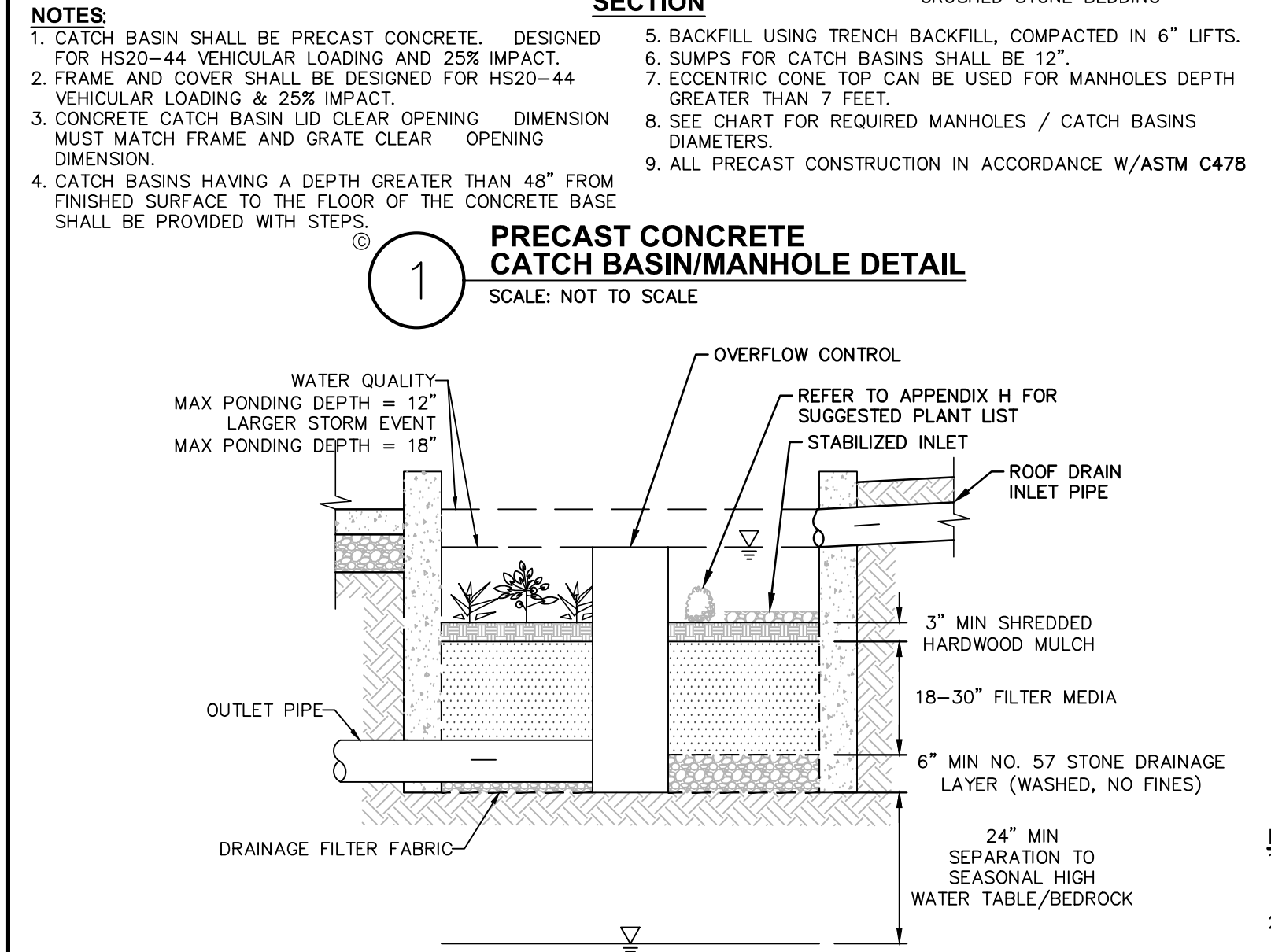
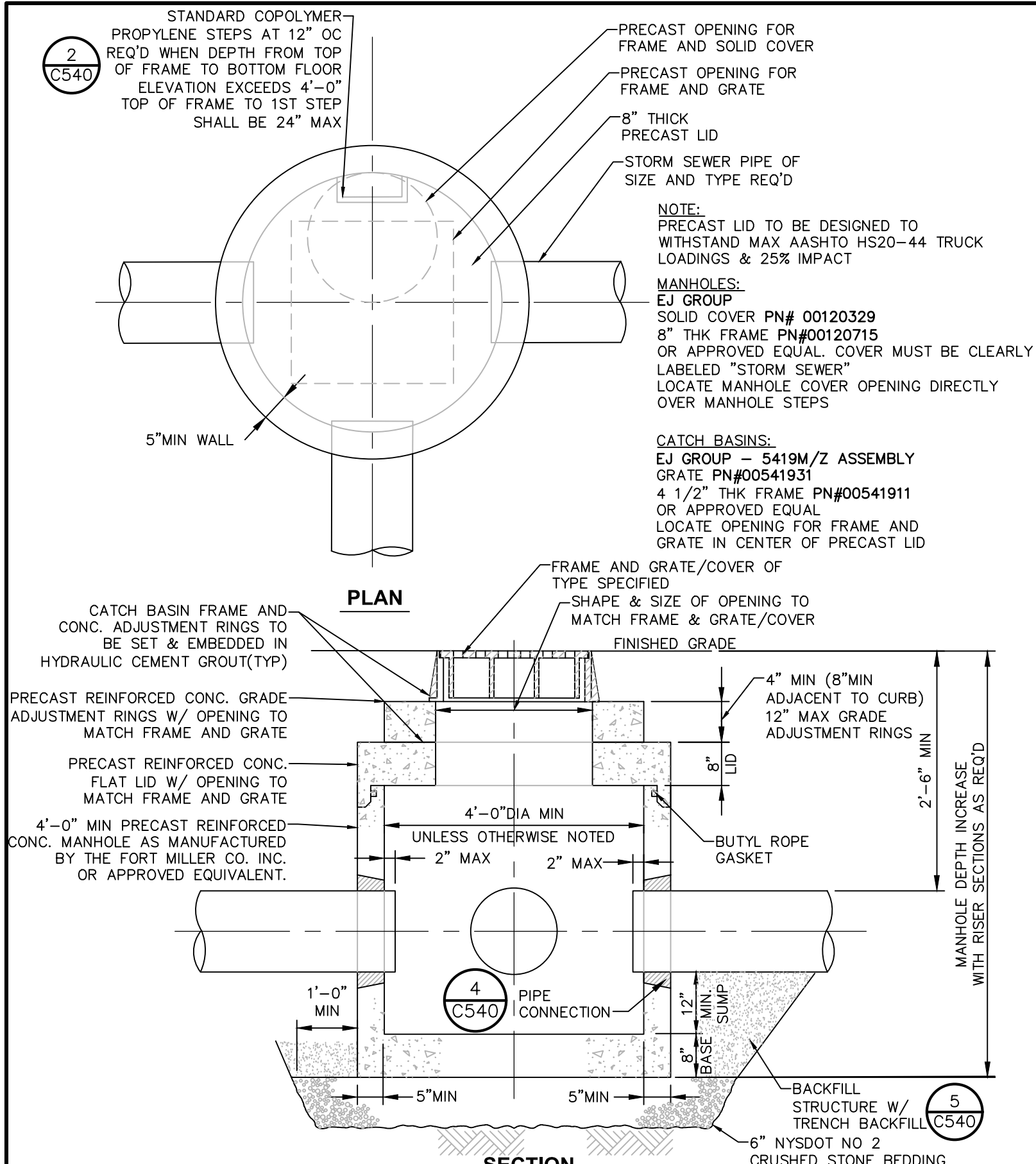


- NOTES:
1. ALL CROSS WALK STRIPING SHALL BE WHITE
 2. TYPE S CROSS WALK SHALL BE USED IN LOW TRAFFIC VOLUME STREET CROSSINGS
 3. TYPE L CROSS WALK SHALL BE USED IN MEDIUM TRAFFIC VOLUME STREET CROSSINGS
 4. TYPE LS CROSS WALK SHALL BE USED IN HIGH TRAFFIC VOLUME STREET CROSSINGS

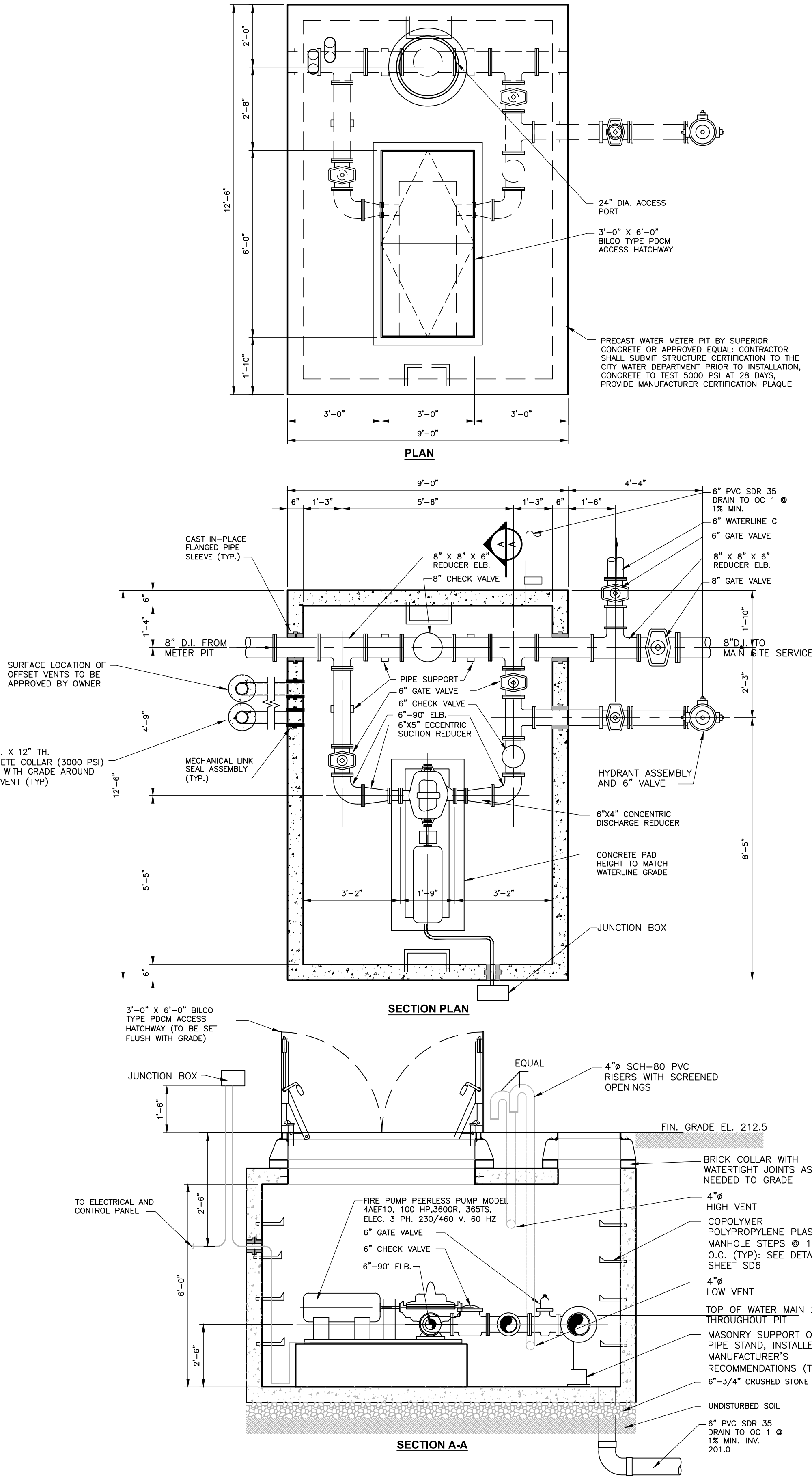
6 PAVEMENT MARKING DETAIL CROSS WALK STRIPING
SCALE: NOT TO SCALE

NO.	DATE	DESCRIPTION:
Revisions		
PROJECT NUMBER: C281947.00		
DRAWN BY: JRR		
REVIEWED BY: KGA		
ISSUED FOR: PLANNING BOARD REVIEW		
DATE: 10/28/2025		
DRAWING NAME:		

NO.	DATE	DESCRIPTION:
Revisions		
PROJECT NUMBER:	C281947.00	
DRAWN BY:	JRR	
REVIEWED BY:	KGA	
ISSUED FOR:	PLANNING BOARD REVIEW	
DATE:	10/28/2025	
DRAWING NAME:		

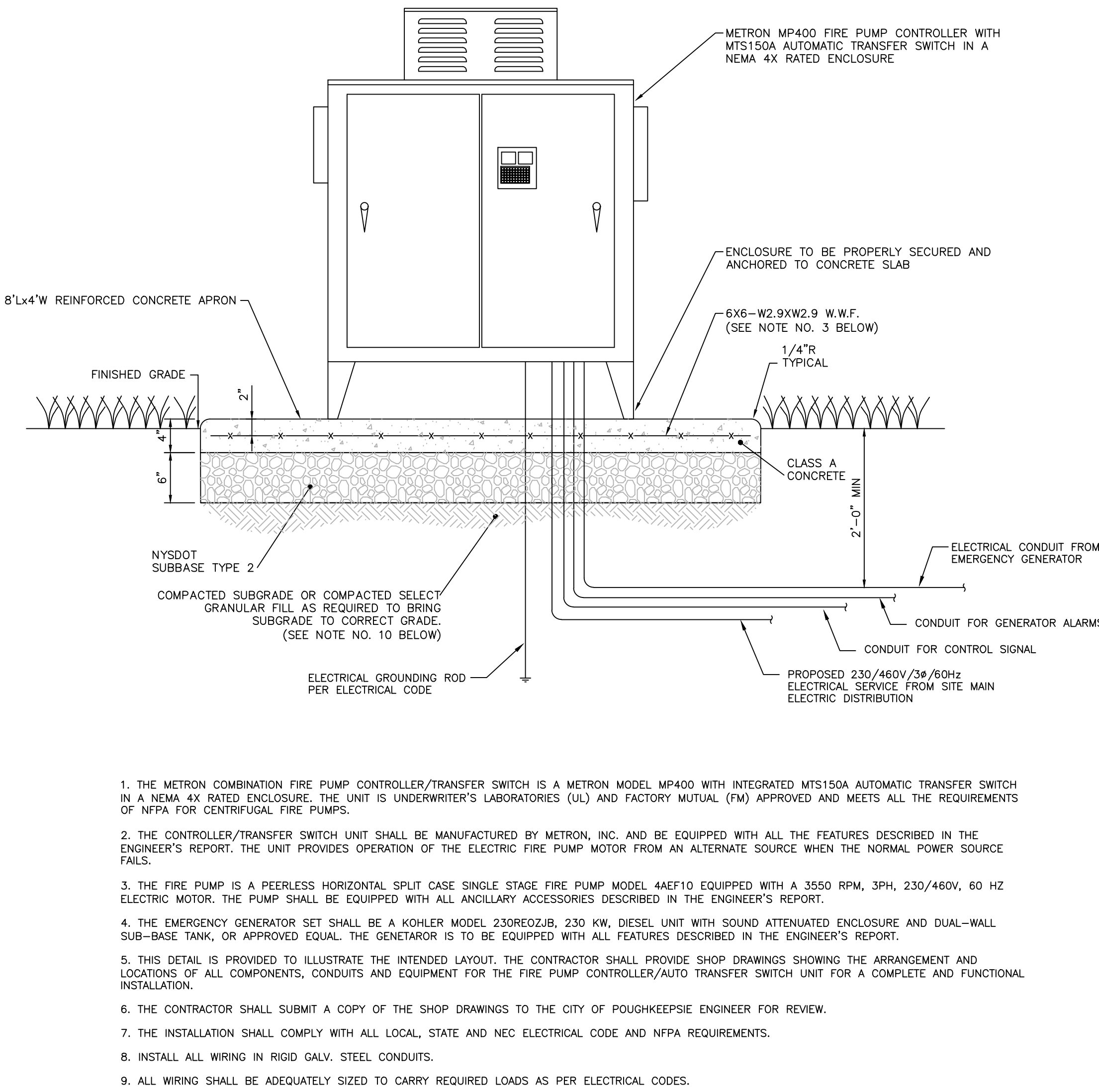


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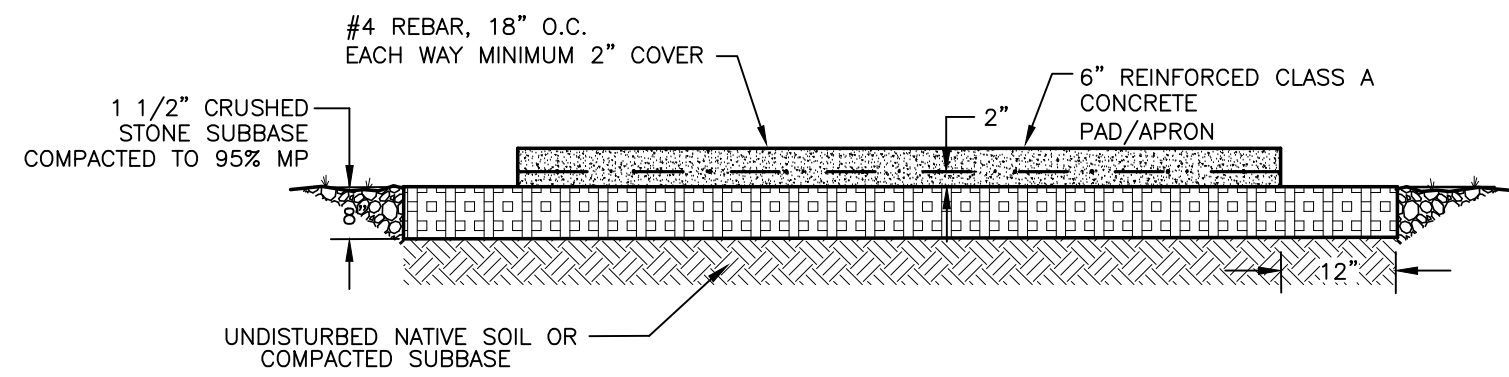
- NOTES**
- PUMP CHAMBER AND ASSEMBLY AND SHOP DRAWINGS SHALL BE SUBJECT TO REVIEW AND FINAL APPROVAL BY THE CITY OF Poughkeepsie Engineering Department.
 - FIRE PUMP FURNISHED FOR FIRE PROTECTION SERVICE SHALL BE SUPPLIED WITH SPECIFIED DRIVERS, CONTROLS AND PUMP ACCESSORIES AS DESCRIBED IN APPENDIX TO ENGINEERING REPORT
 - AN ALUMINUM WARNING PLATE SHALL BE RIVETED OR OTHERWISE PERMANENTLY ATTACHED TO THE MANHOLE COVER. THE PLATE SHALL BE A MINIMUM OF 12"x12" AND SHALL BE ENGRAVED WITH THE FOLLOWING LANGUAGE: "WARNING: CONFINED SPACE - ENTRY PROHIBITED WITHOUT AUTHORIZATION - CALL OWNER FOR APPROVAL TO ACCESS". VENTILATION SHALL CONFORM TO EXISTING LOCAL AND/OR STATE CODES AND AS PER SECTION 6.2.5 OF "RECOMMENDED STANDARDS FOR WATER WORKS - 1997" (TEN STATES STANDARDS).
 - PREPARED SURFACE (I.E., BOTTOM) OF EXCAVATION FOR PLACEMENT OF PUMP CHAMBER SHALL CONSIST OF A MINIMUM 9" DEPTH OF 3/4" CRUSHED STONE, LEVELED AND LAID OVER STABLE NATIVE SOIL. IF EXCAVATION REVEALS UNSTABLE SOIL MATERIAL, THIS BEDDING REQUIREMENT SHALL BE MODIFIED BY THE PROJECT ENGINEER.
 - FIRE PUMP PIT TO BE PROVIDED WITH STEPS.
 - ALL ELECTRICAL SHALL BE INSTALLED AS PER THE NATIONAL ELECTRIC CODE, LATEST EDITION.
 - INSTALLATION AND TESTING TO BE CERTIFIED COMPLETE BY A NYS LICENSED PROFESSIONAL ENGINEER.

1 PUMP CHAMBER DETAIL
SCALE: NOT TO SCALE



- THE METRON COMBINATION FIRE PUMP CONTROLLER/TRANSFER SWITCH IS A METRON MODEL MP400 WITH INTEGRATED MTS150A AUTOMATIC TRANSFER SWITCH IN A NEMA 4X RATED ENCLOSURE. THE UNIT IS UNDERWRITER'S LABORATORIES (UL) AND FACTORY MUTUAL (FM) APPROVED AND MEETS ALL THE REQUIREMENTS OF NFPA FOR CENTRIFUGAL FIRE PUMPS.
- THE CONTROLLER/TRANSFER SWITCH UNIT SHALL BE MANUFACTURED BY METRON, INC. AND BE EQUIPPED WITH ALL THE FEATURES DESCRIBED IN THE ENGINEER'S REPORT. THE UNIT PROVIDES OPERATION OF THE ELECTRIC FIRE PUMP MOTOR FROM AN ALTERNATE SOURCE WHEN THE NORMAL POWER SOURCE FAILS.
- THE FIRE PUMP IS A PEERLESS HORIZONTAL SPLIT CASE SINGLE STAGE FIRE PUMP MODEL 44EF10 EQUIPPED WITH A 3550 RPM, 3PH, 230/460V, 60 HZ ELECTRIC MOTOR. THE PUMP SHALL BE EQUIPPED WITH ALL ANCILLARY ACCESSORIES DESCRIBED IN THE ENGINEER'S REPORT.
- THE EMERGENCY GENERATOR SET SHALL BE A KOHLER MODEL 230RE02JB, 230 KW, DIESEL UNIT WITH SOUND ATTENUATED ENCLOSURE AND DUAL-WALL SUB-BASE TANK, OR APPROVED EQUAL. THE GENERATOR IS TO BE EQUIPPED WITH ALL FEATURES DESCRIBED IN THE ENGINEER'S REPORT.
- THIS DETAIL IS PROVIDED TO ILLUSTRATE THE INTENDED LAYOUT. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS SHOWING THE ARRANGEMENT AND LOCATIONS OF ALL COMPONENTS, CONDUITS AND EQUIPMENT FOR THE FIRE PUMP CONTROLLER/AUTO TRANSFER SWITCH UNIT FOR A COMPLETE AND FUNCTIONAL INSTALLATION.
- THE CONTRACTOR SHALL SUBMIT A COPY OF THE SHOP DRAWINGS TO THE CITY OF Poughkeepsie ENGINEER FOR REVIEW.
- THE INSTALLATION SHALL COMPLY WITH ALL LOCAL, STATE AND NEC ELECTRICAL CODE AND NFPA REQUIREMENTS.
- INSTALL ALL WIRING IN RIGID GALV. STEEL CONDUITS.
- ALL WIRING SHALL BE ADEQUATELY SIZED TO CARRY REQUIRED LOADS AS PER ELECTRICAL CODES.

2 ELECTRIC FIRE PUMP CONTROLLER AND AUTO-TRANSFER SWITCH
SCALE: NOT TO SCALE



- NOTES:**
- THE CONCRETE PAD DIMENSIONS SHALL BE 16'x10'W.
 - THE CONTRACTOR SHALL MAKE PROVISIONS TO PROVIDE ALL SLEEVES REQUIRED FOR THE PASSAGE OF ALL CONDUITS IN THE CONCRETE SLAB.

3 GENERATOR PAD DETAIL
SCALE: NOT TO SCALE

- CONCRETE NOTES:**
- MATERIAL AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED JANUARY 2, 2002, AND ALL ADDENDA THERETO; THE ONLY EXCEPTION BEING THAT THE WORK OF THIS CONTRACT SHALL BE MEASURED IN ENGLISH UNITS.
 - ALL CONCRETE SHALL BE CLASS A CONCRETE. CONCRETE MATERIALS, PLACEMENT, AND CONSTRUCTION SHALL CONFORM WITH SECTION 500 OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
 - REINFORCING STEEL FOR CONCRETE SHALL CONFORM WITH SECTION 556 - REINFORCING STEEL FOR CONCRETE STRUCTURES OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND AS SPECIFICALLY CALLED OUT IN THE DRAWINGS.
 - ALL EXPOSED SURFACED SHALL HAVE A BROOM TEXTURED FINISH.
 - EXPANSION JOINTS SHALL BE LOCATED A MAXIMUM OF 20'-0" ON CENTER, OR AS INDICATED ON PLANS.
 - JOINTS SHALL NOT BE SAW CUT.
 - EXPOSED CONCRETE SURFACES SHALL BE TREATED WITH "SUREBOND"/"SAFEBOARD" SB-7000 INTENSIFIER BRIGHT PROTECTOR AND SIDEWALK SEALER, OR EQUAL, RATE AND METHOD OF APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 - SUBBASE MATERIAL SHALL CONFORM WITH SECTION 304 OF THE ABOVE REFERENCED NYSDOT STANDARD.
 - WHERE IT IS NECESSARY TO PLACE FILL FOR PURPOSE OF BRINGING THE SUBGRADE ELEVATION UP TO A SPECIFIED GRADE, THE FILL MATERIAL PLACED SHALL BE IN CONFORMANCE WITH SECTION 203-EXCAVATION AND EMBANKMENT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
 - ALL WORK SHALL CONFORM WITH SECTION 608-SIDEWALK, DRIVEWAYS, AND BICYCLE PATHS OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.

21 Fox Street
Poughkeepsie, NY 12601
845-454-3980

labellapc.com

NOT FOR CONSTRUCTION
EXP: ###/##/20## EXP: ###/##/20##

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 0021272
LAND SURVEYING: 0021271
GEOLOGICAL: 0021659

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered, the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

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MASELO REALTY LLC
18 EASTVIEW ROAD
MONSEY, NY 10852

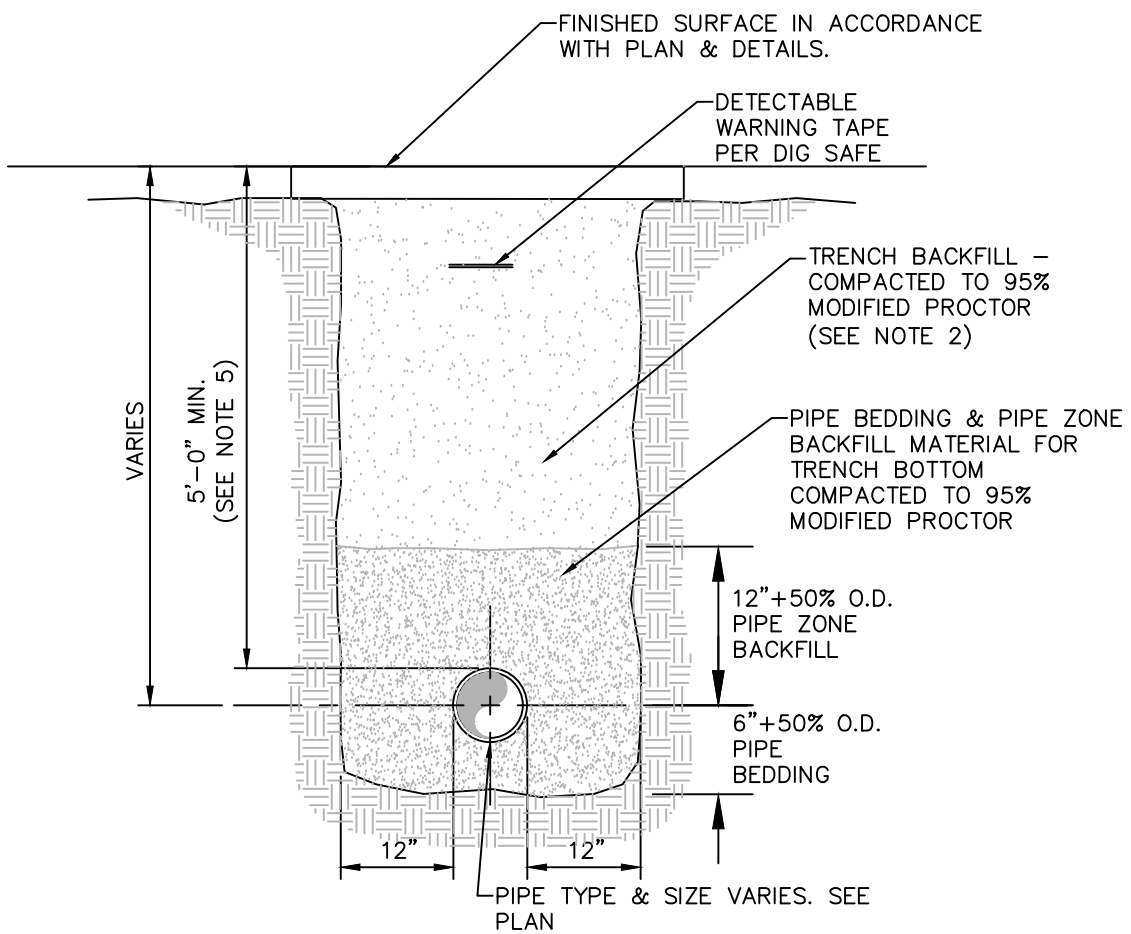
HIGHVIEW AT THE FALKILL CREEK
CITY OF Poughkeepsie
DUTCHESS COUNTY, NEW YORK

NO.	DATE	DESCRIPTION:
Revisions		
PROJECT NUMBER: C281947.00		
DRAWN BY: JRR		
REVIEWED BY: KGA		
ISSUED FOR: PLANNING BOARD REVIEW		
DATE: 10/28/2025		
DRAWING NAME:		

WATER DETAILS 2

DRAWING NUMBER:

C561



NOTES:
1. PIPE BEDDING & PIPE ZONE BACKFILL SHALL BE A NATURAL RUN-OF-BANK (R.O.B.) SAND OR A MIXTURE OF CRUSHED STONE AND GRAVEL, FREE OF SOFT, NONDURABLE PARTICLES, ORGANIC MATERIALS AND ELONGATED PARTICLES, AND SHALL BE WELL GRADED FROM FINE TO COARSE PARTICLES. BEDDING GRADATIONS SHALL BE APPROVED BY THE ENGINEER AND SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS:

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

2. TRENCH BACKFILL SHALL BE A NATURAL RUN-OF-BANK (R.O.B.) OR PROCESSED GRAVEL, OR EXCAVATED MATERIAL FREE OF SOFT, NONDURABLE PARTICLES, ORGANIC MATERIALS AND ELONGATED PARTICLES, AND SHALL BE WELL GRADED FROM FINE TO COARSE PARTICLES. TRENCH BACKFILL GRADATIONS SHALL BE APPROVED BY THE ENGINEER AND SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS:

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

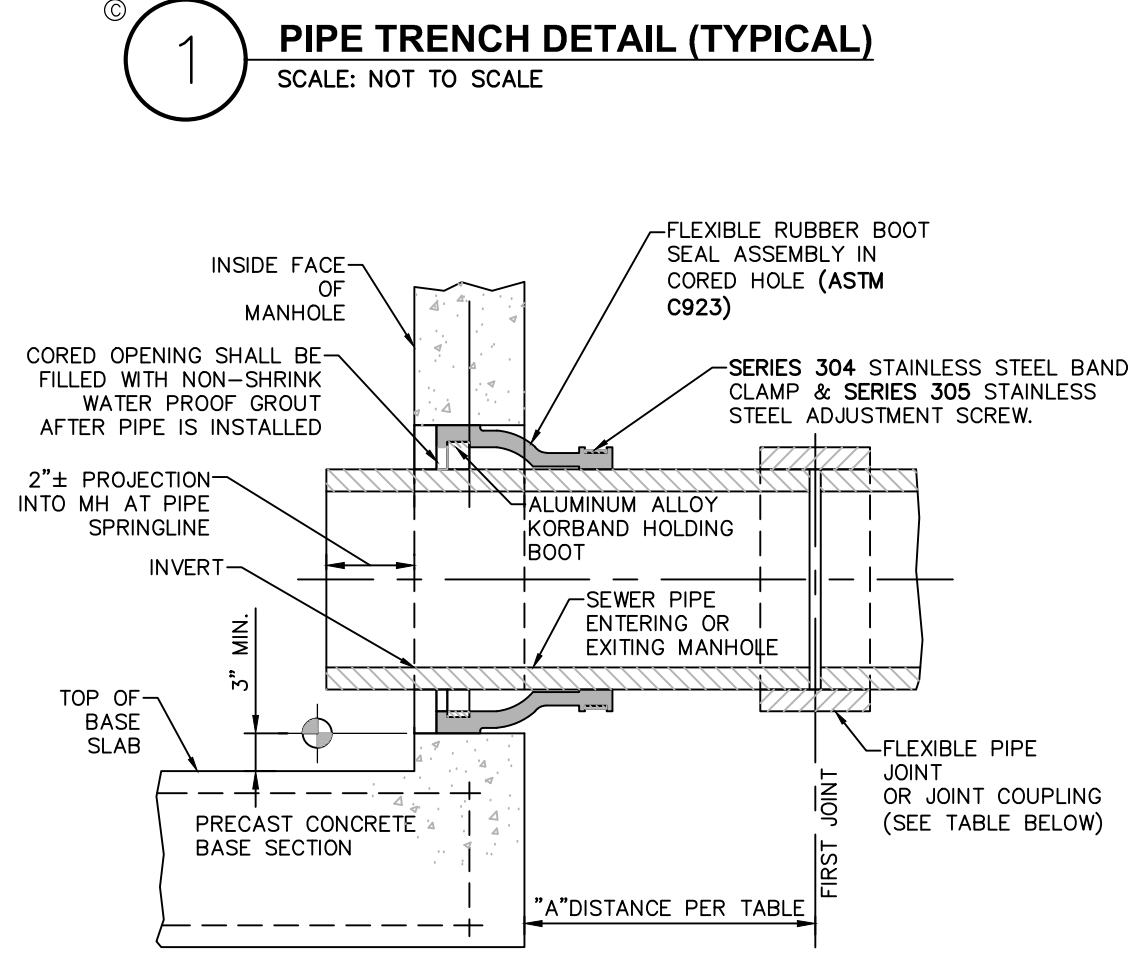
IN NON-TRAFFIC UNPAVED AREAS TRENCH BACKFILL CAN BE MATERIALS EXCAVATED FROM THE TRENCH AS APPROVED BY THE ENGINEER AND COMPACTED TO 90% MODIFIED PROCTOR.

3. INSTALL CONTINUOUS DETECTABLE MARKING TAPE DURING BACKFILLING OF TRENCH FOR UNDERGROUND PIPING. LOCATE TAPE 12" BELOW FINISHED GRADE, DIRECTLY OVER PIPING, EXCEPT 6" BELOW SUBGRADE UNDER PAVEMENTS & SLAB.

4. TRENCHING SHALL BE IMPLEMENTED IN ACCORDANCE WITH O.S.H.A. STANDARDS.

5. 5'-0" MIN COVER SHALL BE APPLIED TO WATER MAIN OR SANITARY SEWER FORCE MAINS ONLY.

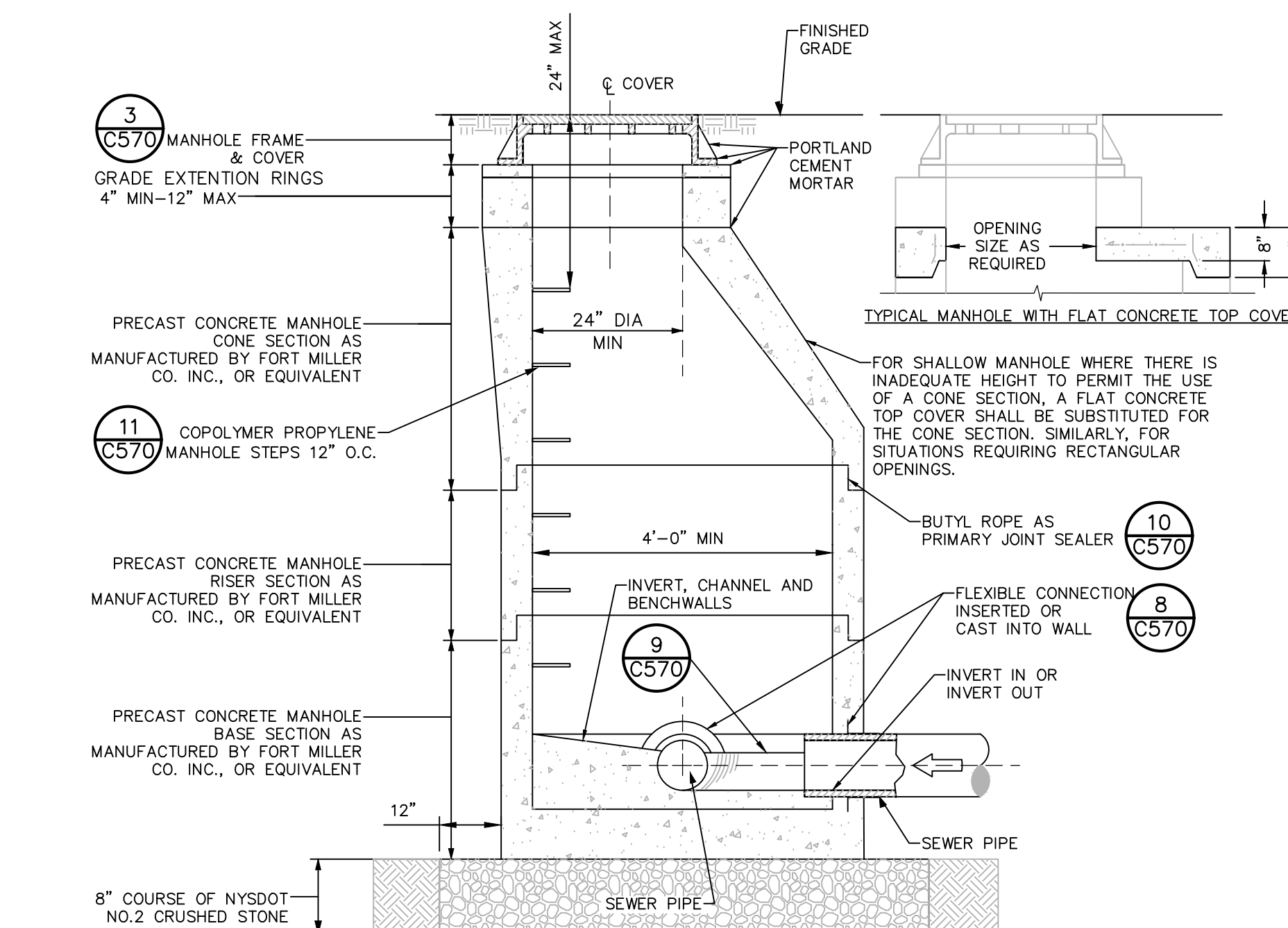
1 PIPE TRENCH DETAIL (TYPICAL)
SCALE: NOT TO SCALE



FLEXIBLE JOINT REQUIREMENTS		
SEWER PIPE TYPE	FLEXIBLE JOINT TYPE IN & OUT	"A" DISTANCE (FEET)
DUCTILE IRON	STD RUBBER GASKET PIPE JOINT ONLY	10' MAX
PVC	STD RUBBER GASKET PIPE JOINT ONLY	3' MAX

NOTE:
REFERENCE MANHOLE DETAIL(S) FOR REQUIRED INVERT CHANNEL CONFIGURATION.

7 PIPE CONNECTION TO MANHOLE - PRECAST OR CORED HOLE W/ INSERTED FLEXIBLE BOOT
SCALE: NOT TO SCALE



NOTES:
1. CONE DIMENSIONS

DIAM. OPENING	HEIGHT
24"	24" OR 42"
30"	34"

2. INVERT SHALL BE FILLETED.

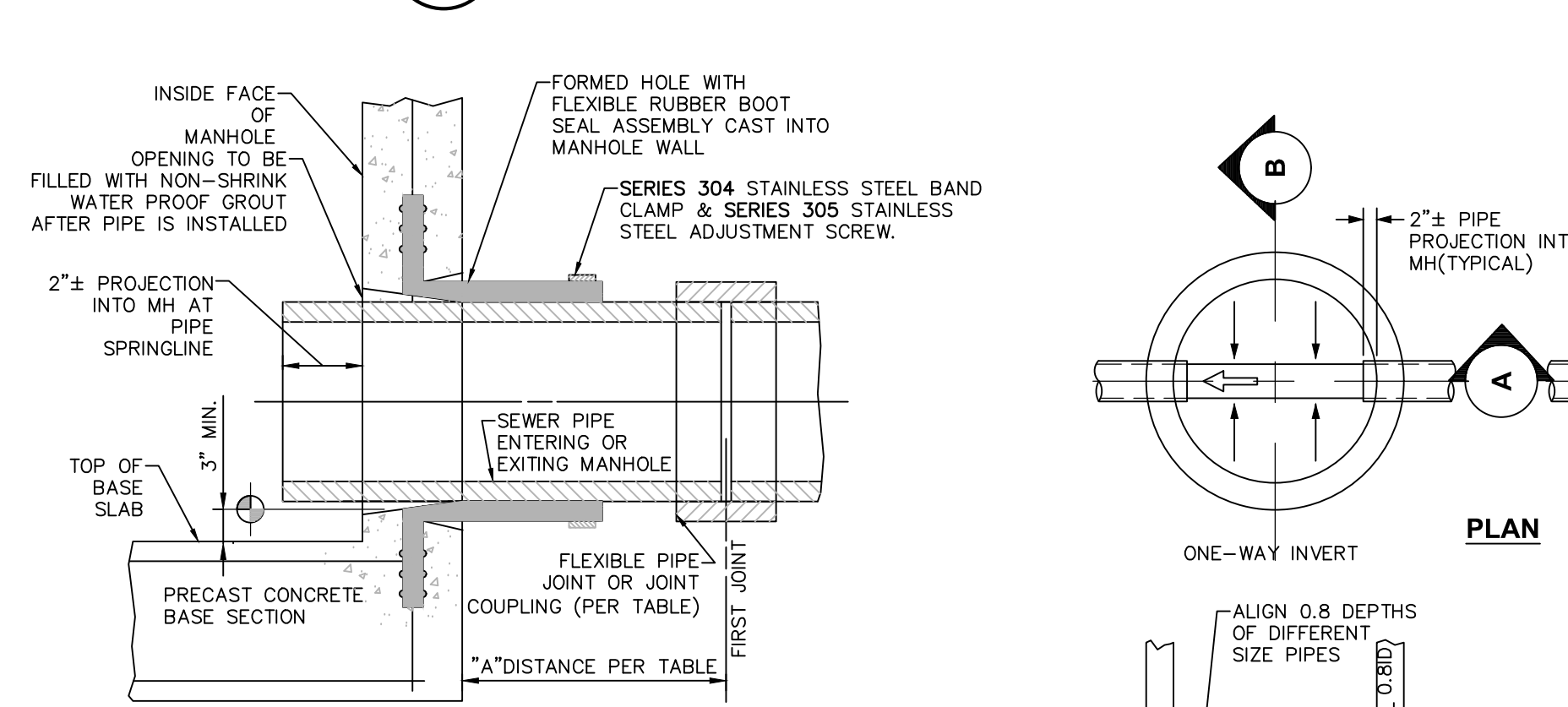
3. REINFORCEMENT FOR MANHOLE COMPONENTS SHALL BE DESIGNED BY A LICENSED NEW YORK STATE PROFESSIONAL ENGINEER PRIOR TO CONSTRUCTION. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW. STRUCTURE SHALL BE DESIGNED FOR HS20-44 VEHICULAR LOADING PLUS 25% IMPACT.

4. CONCRETE TO TEST 4,500 PSI AT 28 DAYS IN CONFORMANCE WITH A.S.T.M. C-478.

5. BENCH SHALL BE BUILT FOR FLOW BETWEEN INLET AND OUTLET.

6. EACH MANHOLE EXTERIOR SHALL RECEIVE TWO BITUMINOUS COATS.

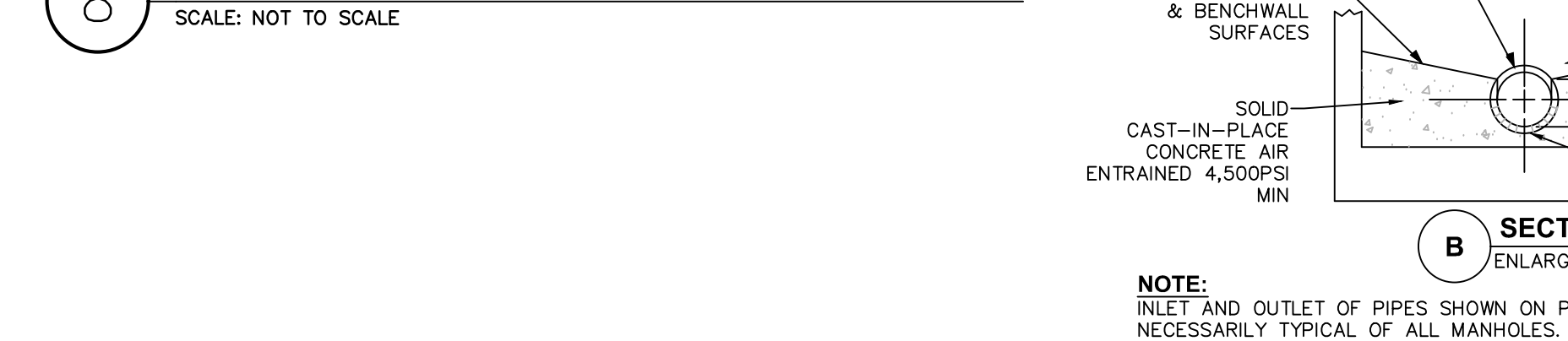
2 PRECAST CONCRETE MANHOLE
SCALE: NOT TO SCALE



FLEXIBLE JOINT REQUIREMENTS		
SEWER PIPE TYPE	FLEXIBLE JOINT TYPE IN & OUT	"A" DISTANCE (FEET)
DUCTILE IRON	STD RUBBER GASKET PIPE JOINT ONLY	10' MAX
PVC	STD RUBBER GASKET PIPE JOINT ONLY	3' MAX

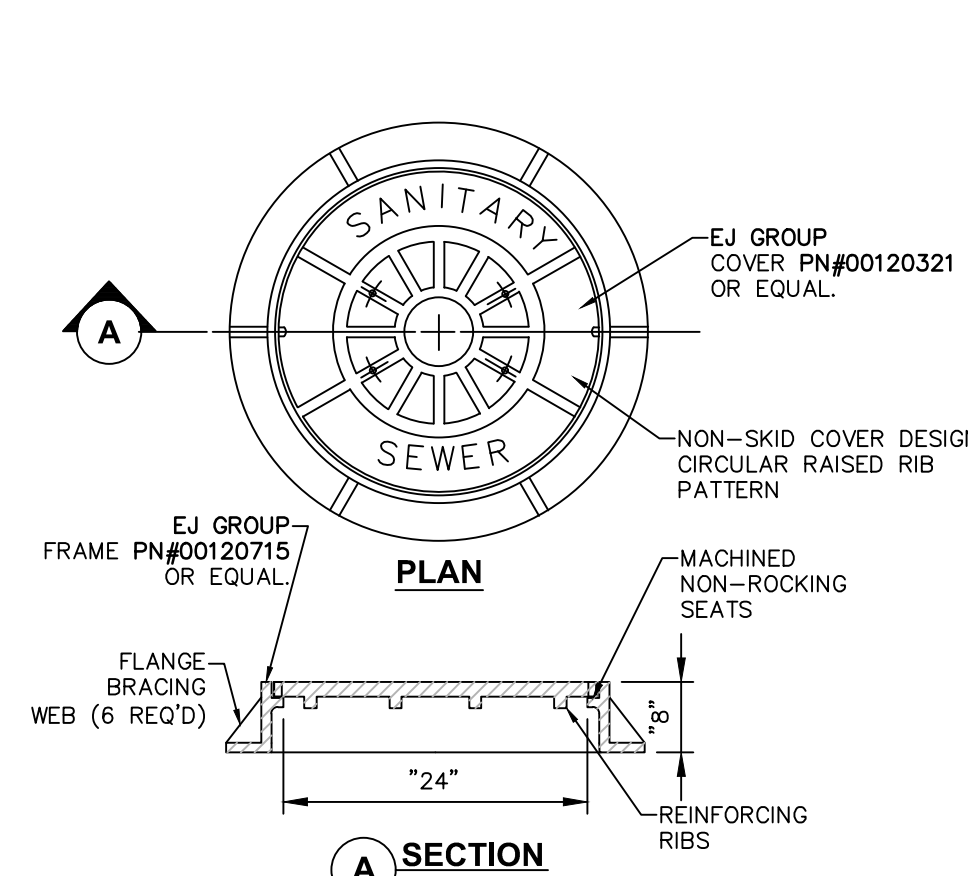
NOTE:
REFERENCE MANHOLE DETAIL(S) FOR REQUIRED INVERT CHANNEL CONFIGURATION.

8 PIPE CONNECTION TO MANHOLE - FLEXIBLE RUBBER BOOT CAST INTO MANHOLE WALL
SCALE: NOT TO SCALE



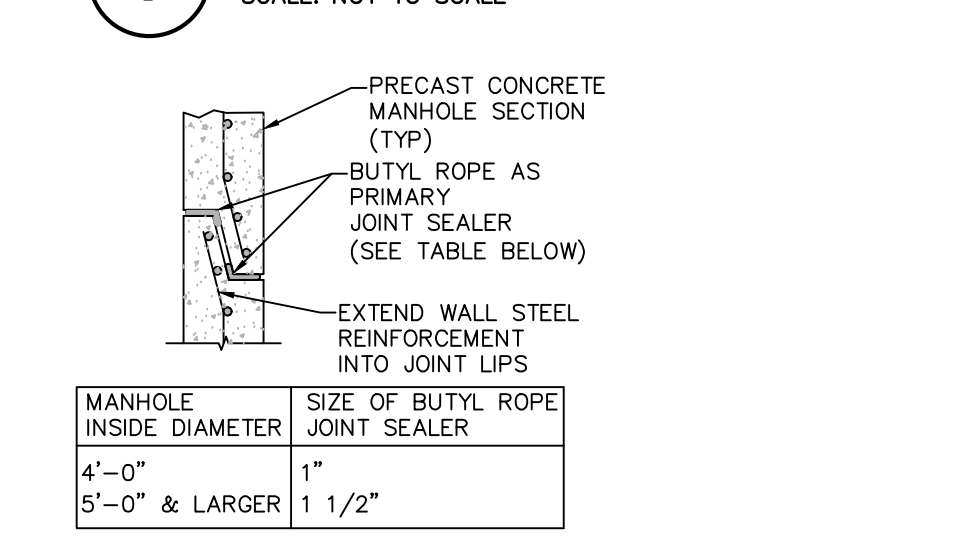
NOTE:
INLET AND OUTLET OF PIPES SHOWN ON PLAN VIEW OF BASE ARE NOT NECESSARILY TYPICAL OF ALL MANHOLES. REFER TO UTILITY PLAN FOR INLET AND OUTLET DIRECTIONS.

9 INVERT, CHANNEL AND BENCHWALLS
SCALE: NOT TO SCALE

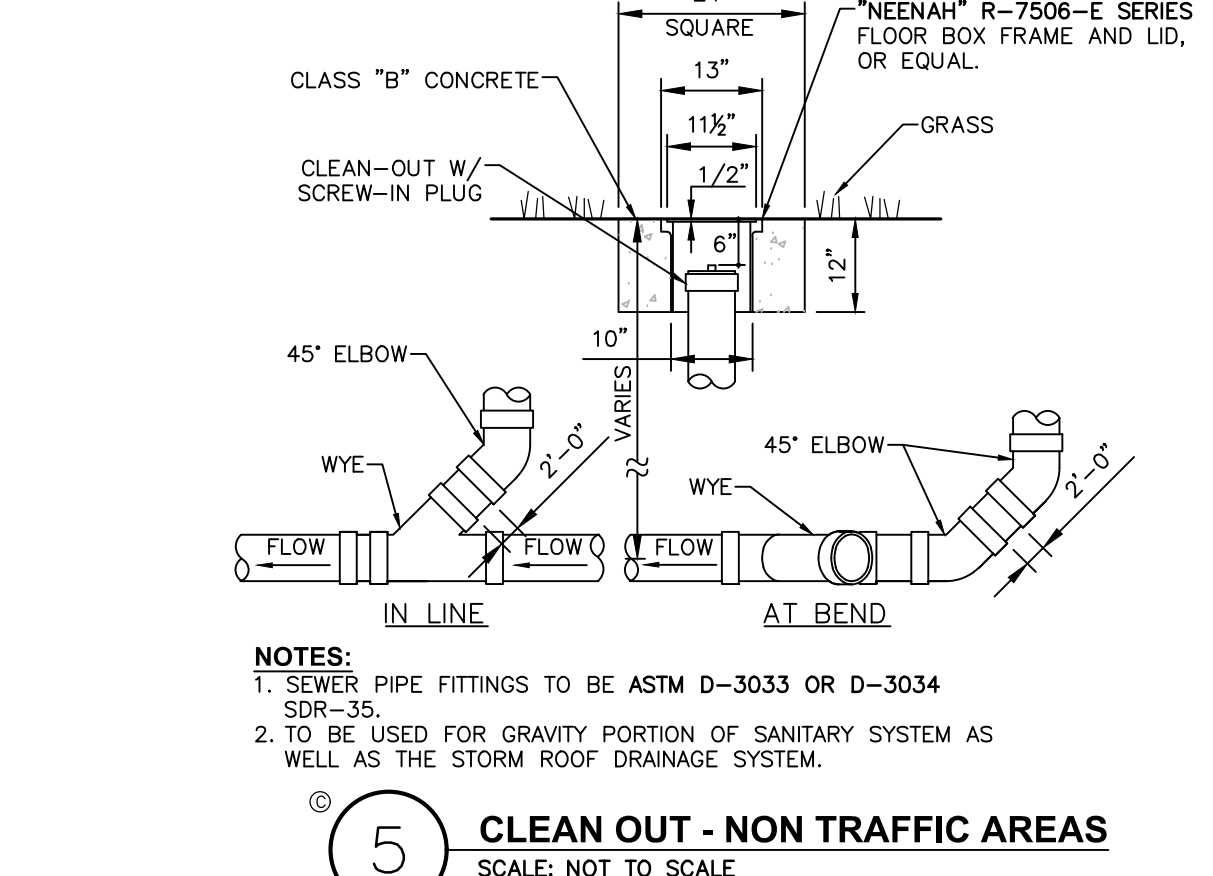


NOTE:
1. FRAME AND COVER SHALL BE DESIGNED FOR HS20-44 VEHICLE LOADING AND 25% IMPACT.

3 HEAVY DUTY STANDARD CAST IRON MH COVER
SCALE: NOT TO SCALE



4 MANHOLE JOINT
SCALE: NOT TO SCALE



NOTE:
1. SEWER PIPE FITTINGS TO BE ASTM D-3033 OR D-3034 SDR-35.
2. TO BE USED FOR GRAVITY PORTION OF SANITARY SYSTEM AS WELL AS THE STORM ROOF DRAINAGE SYSTEM.

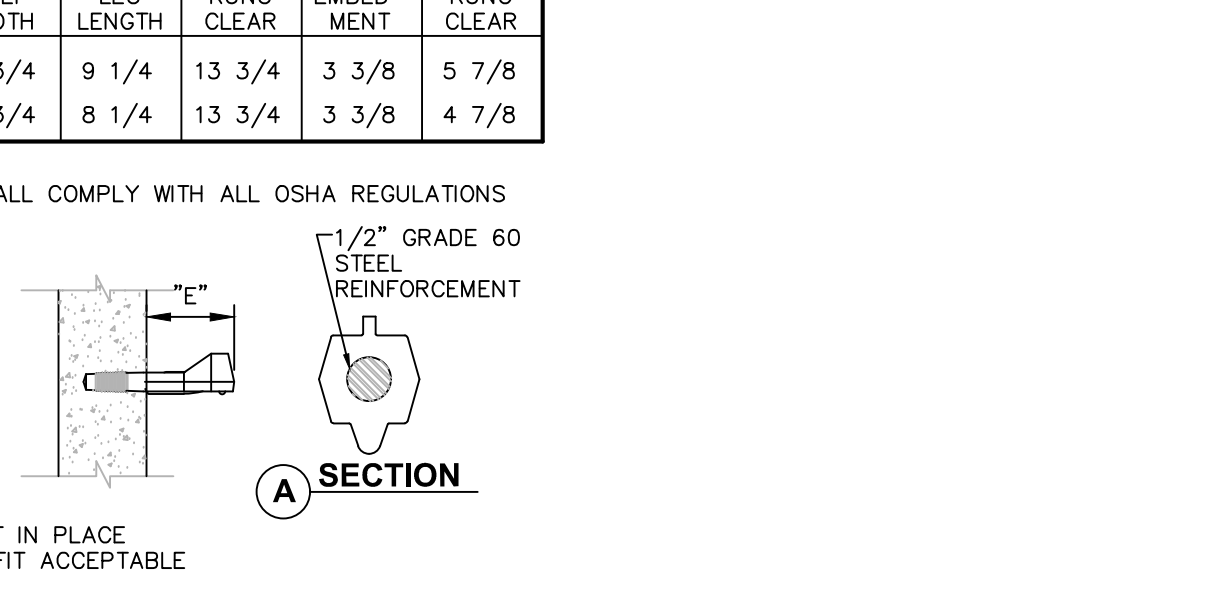
5 CLEAN OUT - NON TRAFFIC AREAS
SCALE: NOT TO SCALE



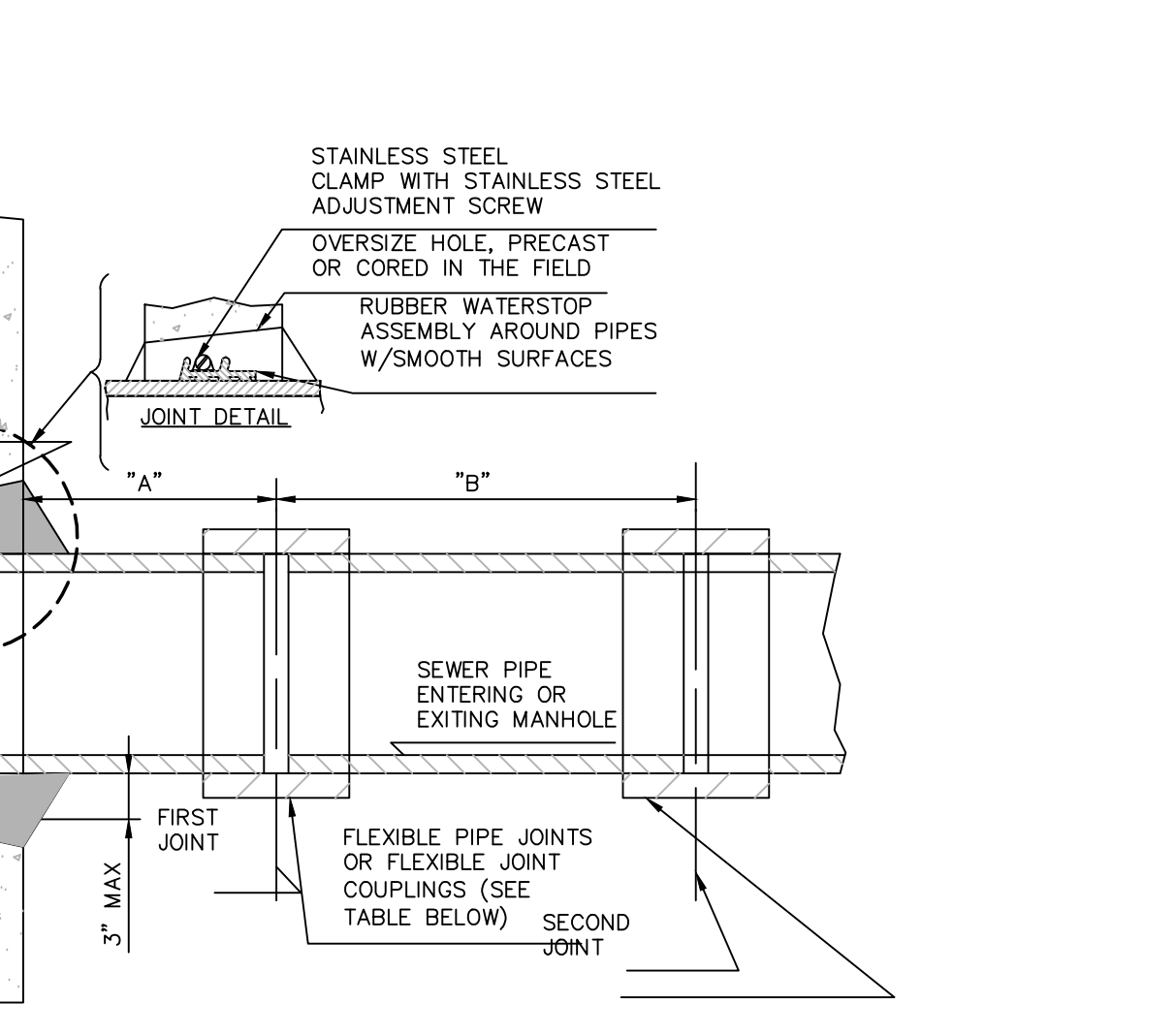
6 SECTION WATER/SEWER SEPARATION REQUIREMENTS
SCALE: NOT TO SCALE

ACCEPTABLE MANHOLE STEPS						
MANUFACTURER	PATTERN NUMBER	"A" STEP WIDTH	"B" LEG LENGTH	"C" RUNG CLEAR	"D" EMBED-MENT	"E" RUNG CLEAR
M.A. INDUSTRIES INC*	PS2-PF	14 3/4	9 1/4	13 3/4	3 3/8	5 7/8
M.A. INDUSTRIES INC*	PS2-PFS	14 3/4	8 1/4	13 3/4	3 3/8	4 7/8

OR EQUIVALENT
MH STEP DESIGN AND INSTALLATION SHALL COMPLY WITH ALL OSHA REGULATIONS



10 COPOLYMER POLYPROPYLENE MH STEP
SCALE: NOT TO SCALE

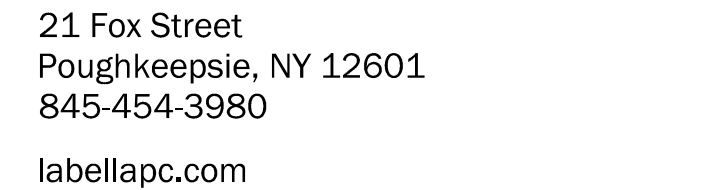


FLEXIBLE JOINT & WATERSTOP REQUIREMENTS				
SEWER PIPE TYPE	FLEXIBLE JOINT TYPE IN & OUT	"A" DISTANCE (FEET)	"B" DISTANCE (FEET)	MH WATER STOP REQD
DUCTILE IRON	STD RUBBER GASKET PIPE JOINT ONLY	10' MAX	NO LIMIT	YES
PVC	SPECIAL FLEXIBLE JOINT COUPLING	1' MAX	3' MAX	YES

NOTES:
1. THIS DETAIL SHALL BE USED AT NO EXTRA COST IN PLACE OF EITHER OF THE PIPE-TO-MANHOLE CONNECTION DETAILS ONLY WHEN CONNECTING TO EXISTING MANHOLES THAT HAVE NO FLEXIBLE RUBBER BOOT PROVIDED.
2. REFERENCE MANHOLE DETAIL(S) FOR REQUIRED INVERT CHANNEL CONFIGURATION.

11 PIPE CONNECTION TO EXISTING MANHOLE - CEMENT GROUT SEAL WITH WATER STOP
SCALE: NOT TO SCALE

NO.	DATE	DESCRIPTION:
Revisions		
PROJECT NUMBER: C281947.00		
DRAWN BY: JRR		
REVIEWED BY: KGA		
ISSUED FOR: PLANNING BOARD REVIEW		
DATE: 10/28/2025		
DRAWING NAME:		



It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

MASELO REALTY LLC
18 EASTVIEW ROAD
MONSEY, NY 10952

HIGHVIEW AT THE FALLKILL
CREEK
CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NEW YORK

Full Environmental Assessment Form Part 1

Highview at the Fallkill Creek

**Milton Street
City of Poughkeepsie
Dutchess County, New York**



October 28, 2025

Prepared for:
Maselo Realty, LLC
18 Eastview Road
Monsey, NY, 10952

Prepared by:
LaBella Associates
21 Fox Street Suite 201
Poughkeepsie, NY 12601
845-454-3980



Project No. 81947.00

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FULL ENVIRONMENTAL ASSESSMENT FORM PART 1 FORM

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- Attachment A: Councilwoman Flowers Letter of Support
- Attachment B: Natural Resource Information

Note: Site Plan submitted separately.

PROJECT NARRATIVE

1.0 PROJECT DESCRIPTION

1.1 Introduction

The Applicant and Owner, Maselo Realty, LLC, is proposing the rezoning of an 8.713-acre tax parcel on Milton Street in the City of Poughkeepsie from Residential Neighborhood A (RNA) to Residential Neighborhood D (RND) for the construction of a 63-apartment unit clustered multifamily development within two buildings with one access off Milton Street. The parcel is identified as parcel number 131300-6162-73-623227 on the City of Poughkeepsie Tax Map. The Town of Poughkeepsie abuts the eastern edge of the property (see Figures 1 and 2).

The parcel is currently undeveloped and zoned for Residential Neighborhood A (RNA) within which multifamily (i.e. 5+ unit) residential development is not permitted. Therefore, to facilitate the proposed project, the Applicant is petitioning the City for a rezoning of the property from RNA to RND by the Common Council. Upon completion of the rezoning, the Applicant will seek site plan approval from the Planning Board.

1.2 Background

On April 25, 2006, the City of Poughkeepsie Planning Board granted site plan approval for the construction of a 120-unit condominium complex to be known as Highview at the Fallkill Creek, located on the north side of Milton Street. The Applicant was Phoenix Capital Partners, LLC. The parcel was zoned as Medium High-Density Residential (R-4) at that time, which would have permitted a maximum of 140 dwelling units based on the R-4 requirements and lot size. The original project was never undertaken, and site plan approvals lapsed. The site was subsequently rezoned to Medium Low-Density Residence District (R-2) in October 2010.

When the Applicant decided to pursue the project again in 2019, the parcel was zoned for Medium Low-Density Residential (R-2) within which multifamily development was not permitted. Therefore, to facilitate the proposed project, the Applicant petitioned the City for a rezoning of the property from R-2 to PRD by the Common Council. The Planning Board as lead agency determined that the action was an unlisted action and upon examination of the Full Environmental Assessment Form (FEAF) and 6 N.Y.C.R.R Section 617.7 of the State Environmental Quality Review Act (SEQRA), adopted a negative declaration on January 20, 2021. The rezoning approval was granted by the Common Council on February 16, 2021 (Common Council Ordinance 0-21-01).

The Common Council and City's Mayor approved the amendment to the Zoning Map on February 18, 2021. On May 25, 2021, the owner filed an application for site plan approval from the Planning Board for the project under the PRD regulations. After filing an area variance application to the Zoning Board of Appeals on June 6, 2021, the Applicant received approval for three area variances on September 14, 2021 to enable the proposed development.

Since then, the application has been on numerous agendas of the Planning Board and multiple extensions have been granted for the rezoning petitions. In addition to Planning Board meetings, the project underwent two community meetings in 2019 and has received support from Councilwoman Flowers, see Attachment A for a letter of support.

On September 6, 2024, a Municipal Consent to Form a Sewage-Works Corporation was approved by the Common Council and the Mayor. On November 4, 2024 the property was rezoned to RNA as part of the Common Council's adoption of the City of Poughkeepsie Zoning Ordinance, along with entire neighborhood of primarily single-family dwellings to the north (which provides the only access to the property).

Accordingly, the Applicant seeks a rezoning to the RND Zoning District to permit the proposed the 63-unit development. The project remains as proposed previously, with no changes to unit count or access.

1.3 Site Description and Project Details

The project parcel is located in the northeast quadrant of the city, along the city/town border, with access to the site on Milton Street by way of Fitchett Street and West Arnold Road. The project site consists of vacant wooded land. Fallkill Creek runs along the western property line and within the property for approximately 200 linear feet. The development proposal, referenced as Highview at the Fallkill Creek – Milton Street, includes 63 multifamily dwelling units clustered within two buildings in the southeast portion of the project parcel. The unit breakdown is anticipated to include approximately 31 one-bedroom and 32 two-bedroom units.

The development will be located away from Milton Street (approximately 209 feet) with a substantial natural buffer. The finished floor of the southern building's (Building 100 on Sheet C130) ground floor will be approximately 18 ft lower than Milton Street. The development will not directly impact wetlands or the Fallkill Creek and is approximately 128.5 – 145.7 feet away from the Creek. The development will occupy approximately 60% of the 8.713-acre property allowing for approximately 40% of the site to remain undisturbed including 373 trees or approximately 67.5% of trees currently found on the site.

1.4 Anticipated List of Approvals

Table 1 provides a list of the approvals/permits that are anticipated for the project.

Table 1: Anticipated Approvals/Permits

AGENCY	APPROVAL/PERMIT
City of Poughkeepsie Common Council	Rezoning from RNA to RND
City of Poughkeepsie Planning Board	Site plan approval
City of Poughkeepsie – Engineering Department	Curb cut approval
City of Poughkeepsie – Zoning Administrator	Floodplain development permit
Dutchess County Department of Planning and Development	GML 239m referral
Dutchess County Department of Health	Water and Sewer Connections

AGENCY	APPROVAL/PERMIT
New York State Department of Environmental Conservation (NYSDEC)	GP-0-25-001 SPDES General Permit for Discharges during Construction Activities; Article 24 Adjacent Area for grading (pending)

2.0 LAND USE, ZONING, AND PLANNING

2.1 Land Use and Zoning

The parcel is currently undeveloped and zoned for Residential Neighborhood A (RNA). To the north and west, the property is abutted by Residential Neighborhood C (RNC) and Industrial Mixed (IM) zoning districts, which house a range of uses including multi-family housing (Highridge Garden Apartments), a junkyard, the City's Department of Public Works complex, and manufacturing uses. The southern portion of the lot abuts more RNA district properties, comprised primarily of single-family residences (Figures 3 and 4). To the east, in the Town of Poughkeepsie, the property is abutted by a parcel zoned for Multifamily Residence (Town of Poughkeepsie) which contains a large apartment complex, Mountain Brook Apartments.

The purpose of the RNA District is to support the development of neighborhoods with single family dwellings on individual lots, as well as to provide for low-impact facilities and uses that benefit from a low-density residential environment, which is similar to that of the previous zoning on this lot (R-2). Table 2 shows the uses that are permitted in this district. multifamily dwellings are not permitted in RNA Districts. Therefore, the Applicant is petitioning the City for a rezoning of the property from RNA to Residential Neighborhood D (RND) by the Common Council to facilitate the development of a 63-unit multifamily residential development.

The rezoning of the property to the RND district, which will permit multifamily residential development and the proposed site design is anticipated to result in a more environmentally sensitive development of the property than that of a traditional single-family home development. Just as was the requirement for the R-2 District, the minimum lot area requirement in the RNA District is 6,000 SF for each single family home; therefore, a maximum of 63 dwellings could theoretically be developed on the site according to the RNA zoning requirements. Under the existing RNA zoning, a cluster development allows for flexibility with site design, but the residential uses permitted in a cluster development are limited to the residential uses permitted in the underlying zoning district. In the RNA District, the residential use is single family detached dwellings, which would preclude apartment development.

Table 2: Residential Neighborhood A (RNA) - Permitted Uses

RNA Zoning District	Permitted as-of-right
	Single-family detached dwellings
	Professional office in a residence
	Short-term rental (§19-5.47)
	Park or recreation facility

	Places of worship (§19-5.40)
	Public or quasi-public community facility
	Community Garden (§19-5.12)
	Day-care center / home
	Membership Club (§19-5.30)
	Permitted by Planning Board Special Permit
	Cluster development (§19-5.10)
	Professional office in a residence
	Golf, tennis, or swimming club (§19-5.20)
	Public, private schools, parochial schools and preschools (§19-5.43)

The Applicant proposes to rezone the property to RND to allow multifamily development within a development that conforms to the parcel's unique environmental character. The property is identified in the 2018 City of Poughkeepsie Natural Resource Inventory by Hudsonia Ltd. as one of the last remaining areas within the City of Poughkeepsie where the Fallkill is not channeled and is permitted to flood naturally. Approximately one-third of the property falls within the City's flood area boundary and contains both upland hardwood forest and upland shrubland habitat. These characteristics make the site ideally suited to the clustering of development away from the creek, which will retain existing habitat. Therefore, rezoning the property to RND is an appropriate alternative given the RND's stated purpose and its innate flexibility that is intended to encourage context-specific housing that responds to the characteristics of a site and the character of the surrounding neighborhood.

The purpose of the RND district zoning is "to provide areas for a broad range of housing types with the opportunity for appropriate nonresidential uses at a fairly high density commensurate with the scale and characteristics of the city's older neighborhoods. These are areas with access to major transportation arteries and a range of community services."¹ The proposed site development meets this purpose as it would provide rental property options in the City.

2.2 Public Policy

City of Poughkeepsie Comprehensive Plan, 2022

The City updated its Comprehensive Plan in 2022 with a focus on three areas: Main Street, the Cottage Street Business District, and the Waterfront. These areas were identified as being critically important to the City's future growth. Other areas of interest updated in the Plan included neighborhood planning issues, the City's Zoning Code, and recreational resources. The Plan outlines the following priorities:

- Improve residential quality of life
- Expand access to good and affordable housing opportunities

¹ City of Poughkeepsie Zoning Code, pg. 26.
<https://cityofpoughkeepsie.com/DocumentCenter/View/3627/Zoning-Code>

- Strengthen civic life and commercial vitality

According to Part 4 Step 2 of the Plan, "Guidance for Block Selection and Strategy Development," the project parcel is a Type 2 residential block within District B, which calls for "the rehab or inclusive redevelopment of blighted properties ... to both preserve city assets while improving access to good housing. At the same time, lower land prices in this part of the city present opportunities for homeownership expansion through rehab of smaller existing properties or sensitive infill."²

The proposed rezoning would allow multifamily development within a development that conforms to the parcel's unique environmental character and one that fits with the community's character. Pending the rezoning, the proposed project would bring infill development to a developed part of the City that is comprised of a diverse mix of land uses. The rezoning is anticipated to be consistent with the City's Comprehensive Plan as it would utilize existing zoning regulations to develop a unique site with a development that is consistent with local land uses and zoning.

Dutchess County Hudson River Valley Greenway Compact Plan, 2000

Dutchess County is one of 13 counties that make up the Hudson River Valley Greenway, which was established by the State by the Hudson River Valley Greenway Act of 1991. In March 2000, the Hudson River Valley Greenway Council approved the Dutchess County Greenway Compact Plan, "Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities." The Greenway was created to facilitate the development of a voluntary regional strategy for preserving scenic, natural, historic, cultural and recreational resources while encouraging compatible economic development and maintaining the tradition of home rule for land use decision-making. By Local Law Number 1 of 2002, the City became a participating community in the Greenway Compact, and adopted a statement of land use policies, principles and guides entitled, "Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities." The City requires that consideration of the Greenway Compact Plan policies, principles and guides be used to supplement other established land use policies in the City where discretionary decisions are made.

The proposed action to rezone the property from RNA to RND to facilitate the construction of a 63-apartment unit clustered multifamily development will bring infill development to an irregularly shaped parcel that is bound by a mix of land uses, including the Fallkill Creek. The proposed development is anticipated to adhere to the purpose of the RND District as it will provide multifamily housing within a site design that encourages conservation of natural resources. Therefore, the proposed action is consistent with the Greenway Compact Plan as it is anticipated to comply with zoning and is consistent with the Greenway Guide and Comprehensive Plan.

Fallkill Watershed Management Plan, October 2006

The Fallkill Watershed covers 19.5 square miles, including portions of the City of Poughkeepsie. The Fallkill is approximately 38 miles long, and where it travels through the City it has been channelized and is contained by stone walls before it charges into the Hudson

² Pk4Keeps Comprehensive Plan, August 2022, pg. 79, <https://app.box.com/s/c08qe8jxalq2pvtb1542gb8kz0hd16o7>

River. The Fallkill has been evaluated and has been found to contain various chemicals and bacteria, with deterioration being most prevalent within the City. The Plan makes several recommendations to improve the Fallkill, including removal of stone walls channelizing the creek and greater oversight on trash dumping. The vision for this section of the creek is articulated as, "The creek and its immediate environs should be transformed into an attractive community resource that is valued for its aesthetic, recreational, and biological attributes as well as its cultural role in the development and history of the City of Poughkeepsie."³

The project site abuts and includes some portions of the Fallkill Creek. No impacts to the Creek, associated wetlands are proposed to occur as part of the proposed project. Pending the approval of the rezoning, a floodplain development permit would be sought for work within the floodplain area, if applicable. The project would be constructed according to a Stormwater Pollution Prevention Plan and proposes connection to the City's storm sewer and sewer systems; therefore, the proposed action will not negatively impact the objectives of the Management Plan.

3.0 COMMUNITY SERVICES

3.1 Emergency Services

Fire emergency/ambulance service is provided by the City of Poughkeepsie. According to the City website, the Fire Department is a 66-man career-staffed department that protects 32,000 people living in an area of 5.72 square miles. It operates three fire stations that respond to over 5,000 calls per year. The City's apparatus includes three engines, two ladder trucks, and a shift commander's vehicle 24/7. The city also has two reserve engines, one ladder truck, one rescue truck, one utility truck, and two river marine units that can be put in service as needed. Water for fire protection is obtained from the City of Poughkeepsie water supply. A truck turning radius plan will be submitted during the site plan review. It is anticipated that there is sufficient firefighting capability to meet the minimal increase in demand related to the proposed 63 new residential units.

Police protection is provided by the City of Poughkeepsie Police Department, with support from Dutchess County Sheriff's Department and NYS Police.

4.0 SOILS AND WATER RESOURCES

4.1 Soils

Figure 5 shows the soil types that are expected to be present on the project site, and Table 3 provides characteristics of these soil types, according to the Dutchess County Soil Survey information available in GIS and the Natural Resource Conservation Service website.

³ Fall Kill Watershed Management Plan, October 2006, Page 5.

Table 3: Characteristics of Soil Types within Project Area

% of SITE	SOIL SYMBOL	SOIL TYPE	SLOPES	DRAINAGE	DEPTH TO WATER TABLE (FEET)	DEPTH TO BEDROCK (INCHES)
87.4	DwC	Dutchess-Cardigan complex, rolling, rocky	5 to 16%	well	>6	
		Dutchess (40%)		well	>6	>60
		Cardigan (30%)		well	>6	20 to 40
8.3	DxC	Dutchess-Cardigan-Urban Land complex, rolling, rocky	5 to 16%			
		Dutchess (25%)		well	>6	>60
		Cardigan (25%)		well	>6	20 to 40
		Urban Land (25%)		well	>2	>10
4.3	Ud	Udorthents, smoothed	mostly 0 to 8% but 8 to 25% on sides of excavations & along highways	somewhat excessively to moderately well	>3.0 Nov-Jun	>60

Most of the site contains the Dutchess-Cardigan complex, rolling, rocky soil series (DwC). An area of the Dutchess-Cardigan-Urban Land complex soil series (DxC) exists along Milton Street, and an area of Udorthents soil series (Ud) exists in the southwest corner of the project parcel. The Dutchess soils and the Cardigan soils are well drained soils. The Udorthents soil series is a somewhat excessively to moderately well drained soil. Urban Land is described as areas covered by buildings, streets, parking lots and other impervious surfaces, which obscure soil identification, so that the actual identification of the soil is not determined for some portions of the site. The Dutchess soil series, the Cardigan soil series, and the Udorthents soil series all have a depth to water table of greater than 6 feet. Urban Land is described as areas covered by buildings, streets, parking lots and other impervious surfaces which obscure soil identification, so that the actual identification of the soil is not determined for some portions of the site. Therefore, the depth to water table for these areas is unknown and is assumed to be greater than 2 feet according to the Soil Survey.

According to the City of Poughkeepsie's Natural Resources Inventory (NRI) Report, the project site's bedrock geology is Graywacke and shale, which is considered less permeable than other types of bedrock found in the City of Poughkeepsie. The surficial geology of the site features bedrock outcrops. These rock outcrop areas are shown on the concept plan.

According to a geotechnical engineering report by Chazen for the previously approved site plan, groundwater was encountered in only one of eight borings.⁴ These borings ranged in depth from 5.5 feet to 15.8 feet due to refusal at bedrock, with the exception of the northernmost boring in which refusal occurred at 2.5 feet. Thus, groundwater was generally deeper than 5.5 feet throughout most of the site. The report states that, "groundwater seepage into open excavations is not anticipated at this time, but that the contractor should be prepared to lower the groundwater table two feet below the base of excavations to provide a stable subgrade for construction activities and to maintain the integrity of the natural bearing soils."

If water is encountered above three feet below the surface, footings and footing drains will be designed in accordance with accepted construction practices to alleviate any problems associated with a high water table. With this practice, no significant impacts due to the presence of water above three feet below the surface are anticipated.

Rock encountered during the construction of the proposed residential development will be removed by mechanical methods (ripping), when possible. If blasting is determined to be necessary, all blasting operations will adhere to New York State and local ordinances governing the use of explosives. Proper program guidelines will be established between New York State, the City of Poughkeepsie and the blasting contractor prior to undertaking this activity. If blasting is required, it will be performed in accordance with New York State Department of Transportation (NYSDOT) Geotechnical Engineering Manual #22 "Procedures for Blasting" latest edition.

Based on this information, the proposed project will not result in any significant adverse impacts related to soils.

4.2 Water Resources

According to NYSDEC wetland and stream information available through GIS (Figure 6), the EAF Mapper, and Environmental Resource Map (Figure 7), there is a NYSDEC Class C stream, Fallkill Creek (Regulation 862-393) that travels along the western edge of the property, with approximately 200 linear feet located within the property boundary. Class C streams are not regulated by the NYSDEC. There is a National Wetland Inventory (NWI) freshwater forested/shrub wetland (PFO1E) located on the western part of the site adjoining the area where the Fallkill Creek flows. The NWI identifies the Fallkill Creek as riverine (R3UBH). NYSDEC Environmental Resource Mapper indicates that there is a DEC informational wetland within this NWI wetland area as well.

Ecological Solutions conducted a site visit on October 15, 2020 to conduct a wetland delineation and habitat assessment. There are 0.788 acres of wetland (associated with the Fallkill Creek) located along the western site boundary. These wetlands are characterized as forested floodplain. Previously, these wetlands were identified as federally regulated. Pending confirmation from the NYSDEC, an Article 24 permit for disturbance in the regulated buffer may be required to allow grading, stormwater, and connection to the existing sewer main. Given that the proposed stormwater will provide water quality treatment and that the

⁴ Geotechnical Engineering Report, The Chazen Companies, September 14, 2005.

sewer infrastructure is existing, there are no anticipated significant adverse impacts related to disturbance within the regulated buffer.

The Fall Kill is identified in the Natural Resources Inventory for the City of Poughkeepsie (referred to herein as the NRI Report) as a natural resource that supports or contributes to beautification, habitat, flood control, history, recreation and climate resilience. The project site is discussed throughout the document as a parcel, "that is undeveloped and contains streamside forests and wetlands within the floodplain. Due to the lack of channelization, this area floods readily without harming buildings or roads. It is an important flood mitigation area as it is the only segment of the creek in the City of Poughkeepsie where flooding can naturally occur."⁵ The Fall Kill is identified as a conservation priority in the NRI Report because it, "provides streamside habitats, helps to reduce and filter surface runoff, provides shading vegetation, and provides organic material that supports the food web and habitat structure of the stream."⁶ Based on this rationale a priority conservation zone of 160 feet from the stream edge is recommended to increase habitat area and improve in-stream conditions.

Per Zoning Section 19-5.17, any structure or use of land for other than parking, recreation or open space shall be located not nearer than 30 feet to the top of the banks of the Fall Kill Creek. The project complies with this requirement as an approximately 128.5 FT buffer is provided from the stream edge, which preserves the existing habitat without fragmentation. The proposed project will not directly impact wetlands and the development area is located approximately 128.5 – 145.7 feet away from the Creek. Furthermore, with the implementation of the Stormwater Pollution Prevention Plan (SWPPP) no significant adverse impacts to wetlands or to the NYSDEC Fallkill Creek will occur as part of the proposed action.

4.3 Floodplain

The property is identified in the NRI Report as one of the last remaining areas within the City of Poughkeepsie where the Fall Kill is not channelized and is permitted to flood naturally. This section of the Fall Kill is identified as a significant habitat area that provides important flood retention due to the undeveloped forested riparian buffer. The NRI Report explains that during flood events the Fall Kill may overflow into these wetlands, which are located within the flood hazard area or 100-year floodplain. According to the NRI Report, "flooding helps to slow down water, recharge groundwater and increase water quality by letting particulates settle out instead of being carried downstream."⁷ According to FEMA Community Panel Number 36027C0358E information (effective 5/12/2012) available through GIS (Figure 6), an area abutting the Fallkill Creek is located within Zone AE (100-year floodplain) or special flood hazard area. The floodplain area is identified on the site plan. Some grading (no construction) may occur within the 100-year floodplain; therefore, a floodplain development permit will be sought. There will be a substantial buffer and distance between the proposed development and the Fall Kill and the implementation of the SWPPP will ensure that no significant adverse impacts to the floodplain will occur.

⁵ The Environmental Cooperative at Vassar Barns. Natural Resources Inventory for the City of Poughkeepsie. 2019. Page 10.

⁶ The Environmental Cooperative at Vassar Barns. Natural Resources Inventory for the City of Poughkeepsie. 2019. Page 73.

⁷ The Environmental Cooperative at Vassar Barns. *Natural Resources Inventory for the City of Poughkeepsie*. 2019. Page 46.

5.0 UTILITIES

5.1 Water and Wastewater

Municipal water and sewer service currently serve the project site. According to the New York State Department of Environmental Conservation (NYSDEC) Design Standards for Intermediate Sized Wastewater Treatment Systems, March 2014, the proposed project is expected to require water usage of 11,410± gallons per day. It is anticipated that the City's municipal water system has capacity to serve the proposed use. The Grading and Utility plan (C140) shows a proposed water tap at the 8" water main available at Milton Street. The previous analysis, submitted for the previously proposed 120-unit project approved in 2006, indicated that sufficient pressure and capacity exists to serve the proposed 63-unit project. The Engineer's Report for the water system will be updated to identify current system conditions with regards to static and residual pressure. Sprinkler pressures and flow rates will be identified to assess flow capabilities at the proposed hydrants. Consultation with the Fire Chief will be undertaken at that time as well.

The Grading and Utility plan (C140) shows a sanitary sewer connection to the existing sanitary sewer main that passes through the site. The previous analysis, submitted for the previously proposed 120-unit project approved in 2006, indicated that sufficient capacity exists to serve the proposed 63-unit project. The Engineer's Report for the sanitary sewer will be updated to identify the conditions of the existing sewer main and its capacity during peak flow from the proposed connection point downstream along the Fallkill Creek through to Mansion Street.

Table 4: Anticipated Water Usage/Wastewater Generation

Type of Use	Units	Gallons per Day	Anticipated Use/Generation
Apartment	Per bedroom	110	31 one-bedroom = 3,410 gpd 32 two-bedroom units = 7,040 gpd
Pool	Per swimmer ¹	10	Approximately 720 SF pool = 48 swimmers 48 swimmers x 10 = 480 gpd
Pool House	Per swimmer	10	48 swimmers x 10 = 480 gpd
Total = 11,410 gpd			

¹ Based on NYS Sanitary Code Subpart 6-1, which requires a minimum of 15 SF of pool surface area per swimmer for a shallow pool.

5.2 Stormwater

The proposed project will require greater than one acre of disturbance and will require coverage under the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity. A SWPPP will be prepared in conformance with the most current New York State Stormwater Management Design Manual and New York State Standards and Specifications for Erosion and Sediment Control. The Grading and Utility Plan (C140) shows the stormwater being conveyed via swales and

subsurface piping to an on-site stormwater bioretention basin. The treated water will outflow to the Fallkill Creek. Therefore, the proposed project is not expected to result in any adverse impacts in regard to stormwater.

6.0 TRAFFIC AND PARKING

6.1 Traffic

The project would feature one, two-way access drive across along Milton Street, between Fitchett Street and West Arnold Road. Site traffic will then use Mansion Street to disperse travel to the north, south, east, and west. Other local roads likely to be used by site traffic include Corlies Avenue, Pershing Avenue, Innis Avenue, and Smith Street.

Dutchess County's PRL Bus Line is conveniently routed through the neighboring Mountain Brook Apartments. Several routes including the B, E and F travel along the East West Arterial, approximately ½ mile south of the site.

The Trip Generation Manual, 11th Edition published by the Institute of Transportation Engineers (ITE) is the industry-standard resource for estimating the traffic generated by various types of land uses and it was used to estimate the site generated trips for this project. Based on data for Multifamily Housing-Mid Rise (Land Use Code 221), the proposed project will generate approximately 26 total trips in the weekday morning and 36 total trips in the evening peak periods, See Table 5. This is a minimum amount of traffic that will be added to the surrounding roadway network, representing about 1 trip every 2 to 3 minutes for the entering and exiting movements.

Table 5: Estimated Traffic Generation

Land Use	AM Peak Hour Trips Entering the Site	AM Peak Hour Trips Exiting the Site	Total AM Peak Trips added to Adjacent Street Traffic	PM Peak Hour Trips Entering the Site	PM Peak Hour Trips Exiting the Site	Total PM Peak Trips added to Adjacent Street Traffic
Multifamily Housing (Mid-Rise) Land Use Code 221	7	19	26	22	14	36

Note: Analysis uses 63 dwelling units and the fitted curve equation in the ITE Manual to determine the AM and PM peak hour trip generation.

A traffic impact study was completed in 2005 for this project. At that time, the project consisted of 163 units and was estimated to generate 76 and 90 total trips for the weekday morning and afternoon peak periods. The traffic study concluded that the project at 163 units would have minimal impact as the studied intersections would continue to operate at acceptable levels of service. Therefore, at the currently proposed 63-units with reduced volumes this project will also have minimal traffic impacts. No improvements are needed.

Additionally, historic traffic volumes collected on roadways in the vicinity of the site were reviewed using NYSDOT's Traffic Data Viewer. The data shows that volumes for Mansion Street, Corlies Avenue, Innis Avenue, and Smith Street have decreased between 2012 and 2019 on the order of 1% to 15%. This is further indication that the surrounding roadways expected to serve the proposed project have the capacity available to accommodate the site traffic.

6.2 Parking

The proposed project is required to provide 79 parking spaces (i.e. 1.25 parking spaces per dwelling unit, 63 units) per Section 19 Article 6 of the City's 2024 Zoning and Land Use Regulations. The proposed project will provide 124 parking spaces; therefore, this requirement will be met.

7.0 VEGETATION AND WILDLIFE

7.1 Endangered, Threatened, and Rare Species and Significant Habitat

According to the NRI Report, the project site is home to several habitats, including upland shrubland, upland hardwood forest, upland mixed forest and hardwood swamp in addition to wetland and stream areas. Table 7 presents a brief description of these habitats based on information found in the report.

Table 6: Habitat Types on the Project Site

Specific Habitat Type	Brief Description
Upland Shrubland	Open (nonforested) area with shrubs making up >20% of ground cover
Upland Hardwood Forest	Non-wetland forest dominated by hardwood trees (conifers make up 25% of canopy)
Upland Mixed Forest	Non-wetland forest with a mix of hardwoods and conifers (conifers make up 25-75% of canopy)
Hardwood Swamp	Wetland (identified by predominance of hydrophytic vegetation) dominated by trees and/or shrubs

According to the NRI Report, "the Fall Kill is highly impacted by channelization and pollution, nonetheless it continues to serve as an important habitat for migratory fish species such as the American eel and river herring." The Upland Hardwood Forest, which currently dominates the site, is described as a habitat that is also important for cooling derived from shade, carbon sequestration, reducing stormwater runoff, and improvement of air quality. According to the NYSDEC Environmental Resource Map (Figure 7), there are known occurrences of the Blanding's Turtle (State listed threatened species) on or in the vicinity of the project site. In a January 21, 2020 letter the NYSDEC stated that they have no records of rare or state-listed

animals or plants, or significant natural communities at the project site. The letter also explained that within 0.8 mile of the project site is a documented location of Blanding's Turtle (*Emydoidea blandingii*, state listed as Threatened). The turtles may travel 0.8 mile or more from documented locations. An analysis to assess potential adverse impacts to Blandings Turtle was completed and received sign off from the NYSDEC. This information has been submitted separately. There is no NYSDEC Significant Natural Community identified on the project site.

According to the US Fish & Wildlife Service (USFWS) Information for Planning and Consultation⁸ (Attachment B), there is potential for the Indiana Bat (endangered), Northern Long-eared Bat (endangered), and Tricolored Bat (proposed endangered) on or in the vicinity of the project site.

The project site is identified in Map 4.4, "Habitat Envelopes and Potential Corridors" within the NRI Report as a Significant Habitat Area. The Report states that, "if new development in these areas cannot be avoided, it should be concentrated near the edges and near existing roads and other development so that as much habitat area as possible is preserved without fragmentation."⁹

Ecological Solutions, LLC completed a threatened and endangered species habitat suitability assessment on October 15, 2020 to assess the existing habitat on site, potential impacts, and possible mitigation for impacts and conservation of the listed species (see Attachment B). Table 8 identifies the habitat that was observed on the site:

Table 7: Habitat Cover Types Identified on the Site

Description	Coverage (acres)	Disturbance (acres)
Fall Kill Creek	1.0	0
Rich Mesophytic Forest	4.7	2.5
Upland Meadow	2.8	0

Rich Mesophytic Forest: The site slopes generally contain rich mesophytic forest upslope of the Fallkill Creek. The dominant trees include a mixture of the following: red maple (*Acer rubrum*), white ash *Fraxinus americana*), red oak (*Quercus rubra*), and black oak (*Q. velutina*). There is a subcanopy stratum of small trees and tall shrubs dominated by flowering dogwood (*Cornus florida*), red maple, and black cherry (*Prunus serotina*). The overstory trees are generally large in the 12 to 24+ inch range with several larger oaks and other tree species on the site. Debris/trash is located in areas throughout the forest.

Fallkill Creek: The Fallkill Creek and associated wetland fringe is located along and is part of the western site boundary. The wetland fringe associated with the Creek is forested floodplain.

Upland Meadow: Within the forested area are openings or pockets upland meadow.

⁸ Note there is no federal action involved so a formal consultation under Section 7 is not required.

⁹ The Environmental Cooperative at Vassar Barns. Natural Resources Inventory for the City of Poughkeepsie. 2019. Page 221 or page 85 of Appendix A.

Blanding's Turtle

Blanding's turtles are a mobile species that utilize a variety of wetland and upland habitats for nesting, foraging, overwintering, and drought refuges. Characteristics that indicate core habitat are: shrubby pools/ponds with permanent or intermittent hydroperiod with little flow through; high water depths of 0.5–4.0 feet; tree canopy open or absent; tree fringe present; and a dense cover of shrubs, forbs, lemnids or nymphaeids, with coarse and fine organic debris. In addition to core wetlands it is known that Blanding's turtles use a complex of habitat types during different periods in their life cycle. According to the NYSDEC it is a semi-aquatic species that uses a variety of wetland and upland habitats. Wetland habitat usage by Blanding's turtles includes different types of freshwater systems such as emergent marshes, woodland pools, red maple swamps, buttonbush kettle-holes, ponds including excavated ponds, lakes, rivers, and streams. Juvenile Blanding's are normally associated with shallower water and more densely vegetated habitats as compared to that of adults. Open meadows especially with Hoosic gravelly soils are preferred nesting habitats. Upland forest area provides shade during turtle travel and migration.

Based on information gathered during the Habitat Assessment, there is no core habitat on/or immediately adjacent to the site. There are no mapped Hoosic soils on the site. Hoosic soils are associated with turtle nesting when covered by low growing sparsely vegetated upland meadow/agriculture area. The Fallkill Creek may have been utilized in the distant past by this species in some capacity for travel and dispersal but today is unlikely due to the extensive development in this area of the City of Poughkeepsie and lack of potential habitat as a destination. There are no impacts to this species since there is no potential habitat on the site or in the vicinity of the site. As stated above, an analysis to assess potential adverse impacts to Blandings Turtle was completed and received sign off from the NYSDEC. This information has been submitted separately.

Indiana Bat, Northern Long-eared Bat, Tricolored Bat

The bats typically hibernate in caves/mines in the winter and roosts under bark or in tree crevices in the spring, summer, and fall. The hibernacula - Williams Lake Complex is about 10 miles from the site. Suitable potential summer roosting habitat is characterized by trees (dead, dying, or alive) or snags with exfoliating or defoliating bark, or containing cracks or crevices that could potentially be used by Indiana bats as a roost. The minimum diameter of roost trees observed to date is 2.5 inches for males and 4.3 inches for females. However, maternity colonies generally use trees greater than or equal to 9 inches dbh. Overall, roost tree structure appears to be more important to Indiana bats than a particular tree species or habitat type. Females appear to be more habitat specific than males presumably because of the warmer temperature requirements associated with gestation and rearing of young. As a result, they are generally found at lower elevations than males may be found. Roosts are warmed by direct exposure to solar radiation, thus trees exposed to extended periods of direct sunlight are preferred over those in shaded areas. However, shaded roosts may be preferred in very hot conditions. As larger trees afford a greater thermal mass for heat retention, they appear to be preferred over smaller trees. Streams associated with floodplain forests, and impounded water bodies (ponds, wetlands, reservoirs, etc.) where abundant supplies of flying insects are likely found provide preferred foraging habitat for Indiana bats, some of which may fly up to 2-5 miles from upland roosts on a regular basis. Indiana bats also forage within the canopy of upland forests, over clearings with early successional vegetation

(e.g., old fields), along the borders of croplands, along wooded fencerows, and over farm ponds in pastures. While Indiana Bats appear to forage in a wide variety of habitats, they seem to tend to stay fairly close to tree cover. The rich mesophytic forest described in Table 8 occupies about 4.7 acres of the 8.7 acres site. This forested area contains many large trees in the 24+ inch dbh range with some containing holes and crevices that could provide foraging habitat for this species.

Construction of the project will occur over a 6-month – 1-year period. Activities during construction will include grading and earth-moving, building construction, addition of electric lights, increasing impervious surface area and altering site drainage will occur. The project may result in direct and indirect effects on Indiana bats by altering the quality and quantity of their summer habitat including removing trees, generating noise during construction, and creating visual disturbances. There will be an increase in vehicular traffic, parking, and maintenance activities which are anticipated effects from construction and operation of the project to bats.

Since the USFWS list of species for the site indicated that the site is within the range of the threatened/endangered bat, the Applicant will incorporate the following conservation measures to ensure no impact occurs to this species.

Effects from Tree Clearing: Clearing activities could have an adverse impact on foraging and roosting activities. Such impacts will be avoided by conducting all clearing during winter months when bats will be in hibernation off site. Proposed clearing for the project will remove ±2.5 acres of forested habitat. The project will avoid impacts by:

- Implementing tree clearing for site activities during timeframes when bats are not resident on the site October 1 – to March 31 or unless approved by the NYSDEC outside this timeframe, and
- Prior to clearing, the limits of proposed clearing will be clearly demarcated on the site with orange construction fencing (or similar) to prevent inadvertent overclearing of the site since about 2.3 acres of forested habitat will remain.

Effects from Lighting: Site lighting is anticipated after development of the site. To avoid impacts to foraging or roosting bats street lighting on the site will use City of Poughkeepsie Planning Board approved light fixtures that have tops that direct light down to minimize light pollution and not interfere with potential bat foraging activities. These measures will result in minimizing potential adverse effects to Indiana bats so that adverse effects to this species are deemed unlikely.

As explained in earlier sections, a large buffer (131 feet) and distance (146 – 160 feet away) will separate the Fall Kill Creek from the proposed development. Based on the information provided above, no significant adverse impacts will occur to vegetation and wildlife. This information will be provided to NYSDEC.

8.0 HISTORIC AND ARCHEOLOGICAL RESOURCES

According to the NYS Office of Parks, Recreation, and Historic Preservation (NYSOPRHP) Cultural Resource Information System (CRIS) mapping (Figure 8), the project site does not

contain and is not adjacent to any National or State Historic Register sites or any sites that were determined to be eligible for listing on the National or State Historic Register. The Applicant received a Letter of No Effect from the NYSOPRHP State Historic Preservation Office on December 17, 2020.

FULL ENVIRONMENTAL ASSESSMENT FORM (FEAF) PART 1 FORM

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Highview at the Fallkill Creek		
Project Location (describe, and attach a general location map): Milton Street, City of Poughkeepsie, Dutchess County, New York		
Brief Description of Proposed Action (include purpose or need): The Applicant and Owner, Maselo Realty, LLC, is proposing the rezoning of an 8.713-acre tax parcel on Milton Street in the City of Poughkeepsie from Residential Neighborhood A (RNA) to Residential Neighborhood D (RND) for the construction of a 63-apartment unit clustered multifamily development within two buildings with access off Milton Street. The parcel is identified as parcel number 131300-6162-73-623227 on the City of Poughkeepsie Tax Map. The Town of Poughkeepsie abuts the eastern edge of the property (see Figures 1 and 2). The parcel is currently undeveloped and zoned for Residential Neighborhood A (RNA) within which multifamily (i.e. 5+ unit) residential development is not permitted. Therefore, to facilitate the proposed project, the Applicant is petitioning the City for a rezoning of the property from RNA to RND by the Common Council. Upon completion of the rezoning, the Applicant will seek site plan approval from the Planning Board.		
Name of Applicant/Sponsor: Maselo Realty, LLC (Simon Abikhzer)	Telephone: 845-341-7395	
	E-Mail: simonabikzer@gmail.com	
Address: 18 Eastview Road		
City/PO: Monsey	State: NY	Zip Code: 10952
Project Contact (if not same as sponsor; give name and title/role):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	City of Poughkeepsie Common Council - Rezoning to RND	Fall/Winter 2025
b. City, Town or Village Planning Board or Commission ☒ Yes ☐ No	City of Poughkeepsie Planning Board - Site Plan Approval	Fall/Winter 2025
c. City, Town or Village Zoning Board of Appeals ☐ Yes ☒ No		
d. Other local agencies ☒ Yes ☐ No	City Engineering Dept. - Curb Cut approval; City Zoning Administrator - Floodplain development	Winter/Spring 2026
e. County agencies ☒ Yes ☐ No	Dutchess County Planning Department - GML 239m Referral; Health Department - Utility Conn.	Fall/Winter 2025
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	NYS Department of Environmental Conservation: GP-0-25-001, Article 24 Adjacent Area for grading	Summer/Fall 2026
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐ Yes ☒ No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐ Yes ☒ No iii. Is the project site within a Coastal Erosion Hazard Area? ☐ Yes ☒ No		

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

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

If Yes, identify the plan(s):

Hudson River National Heritage Area; Fall Kill Watershed Management Plan, October 2006; Dutchess County Hudson River Valley Greenway Compact Plan, 2000

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

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No

If Yes, what is the zoning classification(s) including any applicable overlay district?

Residential Neighborhood A (RNA). See Sections 1.2 and 2.1 for more details.

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

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

If Yes,

i. What is the proposed new zoning for the site? Residential Neighborhood D (RND).

C.4. Existing community services.

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

b. What police or other public protection forces serve the project site?

City of Poughkeepsie Police Department with support from Dutchess County Sheriff's Department and NYS Police

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

City of Poughkeepsie Fire Department

d. What parks serve the project site?

Mansion Square Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential apartments

b. a. Total acreage of the site of the proposed action? 8.713 acres

b. Total acreage to be physically disturbed? 5.26 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 8.713 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % Units:

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

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

iii. Number of lots proposed?

iv. Minimum and maximum proposed lot sizes? Minimum Maximum

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

i. If No, anticipated period of construction: 12 months

ii. If Yes:

- Total number of phases anticipated

- Anticipated commencement date of phase 1 (including demolition) month year

- Anticipated completion date of final phase month year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

f. Does the project include new residential uses? ☒ Yes ☐ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	63 apartments
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☒ No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☒ No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____ _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? ☐ Yes ☐ No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

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

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

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

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

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

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

i. Total anticipated water usage/demand per day: _____ 11,410 gallons/day

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

- Name of district or service area: City of Poughkeepsie
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No
- Do existing lines serve the project site? ☒ Yes ☐ No

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: _____ 11,410 gallons/day

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

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

- Name of wastewater treatment plant to be used: City of Poughkeepsie Sewage Treatment Plant
- Name of district: City of Poughkeepsie
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☒ Yes ☐ No ☐ Yes ☒ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☒ No
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____	

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or <u>1.84</u> acres (impervious surface) _____ Square feet or <u>8.713</u> acres (parcel size) ii. Describe types of new point sources. <u>Subsurface piping and outflow.</u> _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ <u>Stormwater will be conveyed via swales and subsurface piping to an on-site stormwater bioretention basin. The treated water will outflow to the Fallkill Creek.</u> • If to surface waters, identify receiving water bodies or wetlands: <u>Fallkill Creek</u> • Will stormwater runoff flow to adjacent properties? _____	☒ Yes ☐ No ☐ Yes ☒ No
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ <u>Temporary impacts during construction.</u> iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____ <u>Natural gas, boilers</u>	☒ Yes ☐ No
---	---

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

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☒ Yes ☐ No See Section 6 for details. If Yes: i. When is the peak traffic expected (Check all that apply): ☒ Morning ☒ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing <u>0</u> Proposed <u>124</u> Net increase/decrease <u>+124</u> iv. Does the proposed action include any shared use parking? ☐ Yes ☒ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: <u>Access will be provided off Milton Street in a one-way access pattern.</u> vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☒ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☒ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☒ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: <u>Approximately 6:30 AM to 9:00 PM</u> • Saturday: <u>Approximately 6:30 AM to 9:00 PM</u> • Sunday: <u>None</u> • Holidays: <u>None</u> </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: <u>24 hours</u> • Saturday: <u>24 hours</u> • Sunday: <u>24 hours</u> • Holidays: <u>24 hours</u> </td> </tr> </table>		i. During Construction: • Monday - Friday: <u>Approximately 6:30 AM to 9:00 PM</u> • Saturday: <u>Approximately 6:30 AM to 9:00 PM</u> • Sunday: <u>None</u> • Holidays: <u>None</u>	ii. During Operations: • Monday - Friday: <u>24 hours</u> • Saturday: <u>24 hours</u> • Sunday: <u>24 hours</u> • Holidays: <u>24 hours</u>
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: Temporary noise generated during construction activities will be limited to weekdays 6:30 AM to 9 PM.	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☒ Yes ☐ No Describe: The majority of the site is undeveloped wooded area. Approximately 2.246 acres will be cleared; Landscaping pursuant to Zoning Ordinance requirements will be implemented.	
n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: To be determined	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☒ Yes ☐ No Describe: The majority of the site is undeveloped wooded area. Approximately 2.246 acres will be cleared; Lighting pursuant to Zoning Ordinance requirements will be implemented.	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses.			
i. Check all uses that occur on, adjoining and near the project site.			
☒ Urban	☒ Industrial	☒ Commercial	☒ Residential (suburban) ☐ Rural (non-farm)
☐ Forest	☐ Agriculture	☒ Aquatic	☒ Other (specify): <u>public services</u>
ii. If mix of uses, generally describe: _____			
b. Land uses and coverytypes on the project site.			
Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.000	1.84	+1.84
• Forested	7.755	3.306	-4.449
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	2.609	+2.609
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0.788	0.778	0
• Non-vegetated (bare rock, earth or fill)	0.17	0.17	0
• Other Describe: _____			

Page 10 of 13

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No																								
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____																								
E.2. Natural Resources On or Near Project Site																								
a. What is the average depth to bedrock on the project site? _____ <1 ft to > 5 feet																								
b. Are there bedrock outcroppings on the project site? ☐ Yes ☐ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ 1 %																								
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">Dutchess Cardigan Complex (DwC)</td> <td style="text-align: right; border-bottom: 1px solid black;">87.4 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Dutchess Cardigan Urban (DxC)</td> <td style="text-align: right; border-bottom: 1px solid black;">8.3 %</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Udorthents</td> <td style="text-align: right; border-bottom: 1px solid black;">4.3 %</td> </tr> </table>		Dutchess Cardigan Complex (DwC)	87.4 %	Dutchess Cardigan Urban (DxC)	8.3 %	Udorthents	4.3 %																	
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d. What is the average depth to the water table on the project site? Average: _____ > 2 ft to > 6 feet																								
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ Well Drained:</td> <td style="text-align: right;">_____ 99 % of site</td> </tr> <tr> <td>☒ Moderately Well Drained:</td> <td style="text-align: right;">_____ 1 % of site</td> </tr> <tr> <td>☐ Poorly Drained</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ Well Drained:	_____ 99 % of site	☒ Moderately Well Drained:	_____ 1 % of site	☐ Poorly Drained	_____ % of site																	
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f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td>☒ 0-10%:</td> <td style="text-align: right;">_____ note % of site</td> <td rowspan="3" style="vertical-align: middle; padding-left: 20px;">Note: See Section 4.</td> </tr> <tr> <td>☒ 10-15%:</td> <td style="text-align: right;">_____ note % of site</td> </tr> <tr> <td>☒ 15% or greater:</td> <td style="text-align: right;">_____ note % of site</td> </tr> </table>		☒ 0-10%:	_____ note % of site	Note: See Section 4.	☒ 10-15%:	_____ note % of site	☒ 15% or greater:	_____ note % of site																
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g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____																								
h. Surface water features. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?</td> <td style="text-align: right;">☒ Yes ☐ No</td> </tr> <tr> <td>ii. Do any wetlands or other waterbodies adjoin the project site? See Section 4 for details.</td> <td style="text-align: right;">☒ Yes ☐ No</td> </tr> <tr> <td colspan="2">If Yes to either <i>i</i> or <i>ii</i>, continue. If No, skip to E.2.i.</td> </tr> <tr> <td>iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?</td> <td style="text-align: right;">☒ Yes ☐ No</td> </tr> <tr> <td colspan="2">iv. For each identified regulated wetland and waterbody on the project site, provide the following information:</td> </tr> <tr> <td colspan="2"> • Streams: Name <u>862-393</u> Classification <u>C</u> • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name <u>Federal Waters, Federal Waters, Federal Waters,...</u> Approximate Size <u>0.788 acres</u> • Wetland No. (if regulated by DEC) _____ </td> </tr> <tr> <td colspan="2"> v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☒ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ Name - Pollutants - Uses: Fall Kill and tribs - Total Phosphorus </td> </tr> <tr> <td colspan="2"> i. Is the project site in a designated Floodway? ☐ Yes ☒ No </td> </tr> <tr> <td colspan="2"> j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No </td> </tr> <tr> <td colspan="2"> k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No </td> </tr> <tr> <td colspan="2"> l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No If Yes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Name of aquifer: _____</td> </tr> </table> </td> </tr> </table>		i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?	☒ Yes ☐ No	ii. Do any wetlands or other waterbodies adjoin the project site? See Section 4 for details.	☒ Yes ☐ No	If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.		iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?	☒ Yes ☐ No	iv. For each identified regulated wetland and waterbody on the project site, provide the following information:		• Streams: Name <u>862-393</u> Classification <u>C</u> • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name <u>Federal Waters, Federal Waters, Federal Waters,...</u> Approximate Size <u>0.788 acres</u> • Wetland No. (if regulated by DEC) _____		v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☒ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ Name - Pollutants - Uses: Fall Kill and tribs - Total Phosphorus		i. Is the project site in a designated Floodway? ☐ Yes ☒ No		j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No		k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No		l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No If Yes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i. Name of aquifer: _____</td> </tr> </table>		i. Name of aquifer: _____
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m. Identify the predominant wildlife species that occupy or use the project site: <u>Common Dutchess County species</u> _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☒ Yes ☐ No If Yes: <i>i.</i> Species and listing (endangered or threatened): <u>Blanding's Turtle (NYSDEC) Indiana Bat (USFWS)</u> _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: <i>i.</i> Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: <i>i.</i> Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature <i>ii.</i> Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☒ No If Yes: See Section 8 for details. i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☒ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☒ No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☒ Yes ☐ No If Yes: i. Identify resource: (See Figure 9) _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): (See Figure 9) _____ iii. Distance between project and resource: _____ (See Figure 9) miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☒ No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No	

F. Additional Information

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

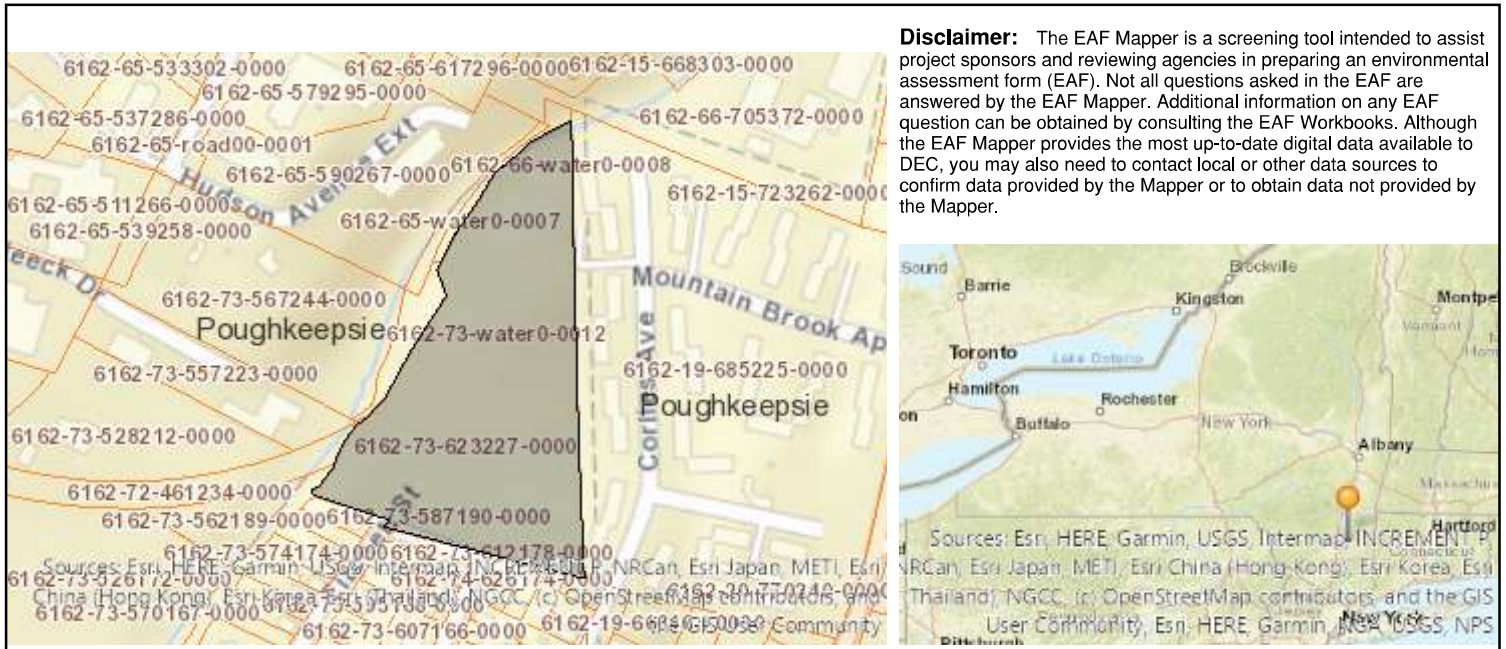
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name Maselo Realty, LLC (Simon Abikhzer) Date October 28, 2025

Signature  Danielle Stark, Agent for Applicant Title Planner / Project Manager, LaBella Associates



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	314136
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	862-393
E.2.h.iv [Surface Water Features - Stream Classification]	C

E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Fall Kill and tribs - Total Phosphorus
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Blanding's Turtle
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

FIGURES

Figure 1: USGS Location Map

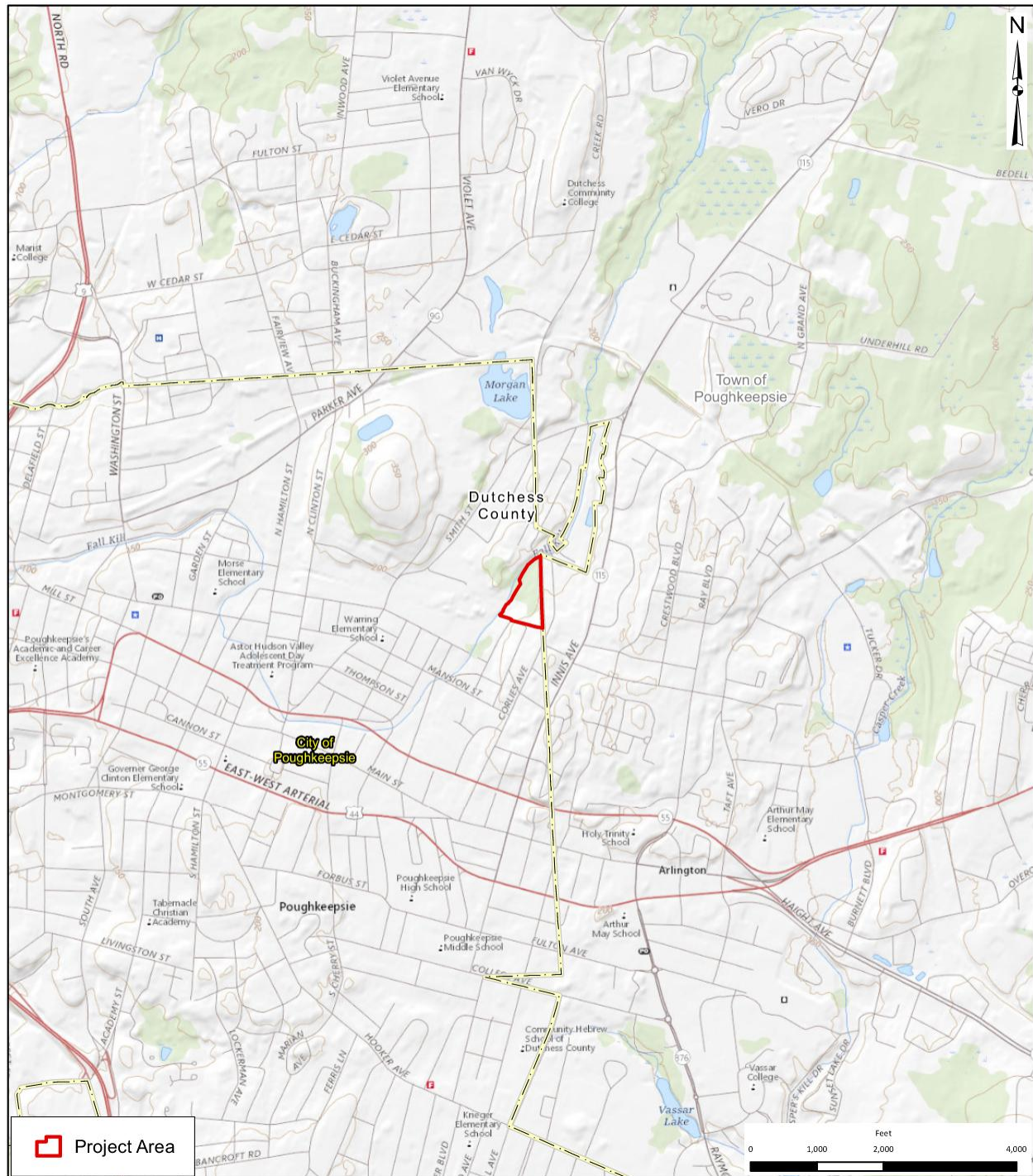


Figure 2: Orthophoto Tax Map



Figure 3: Land Use Map

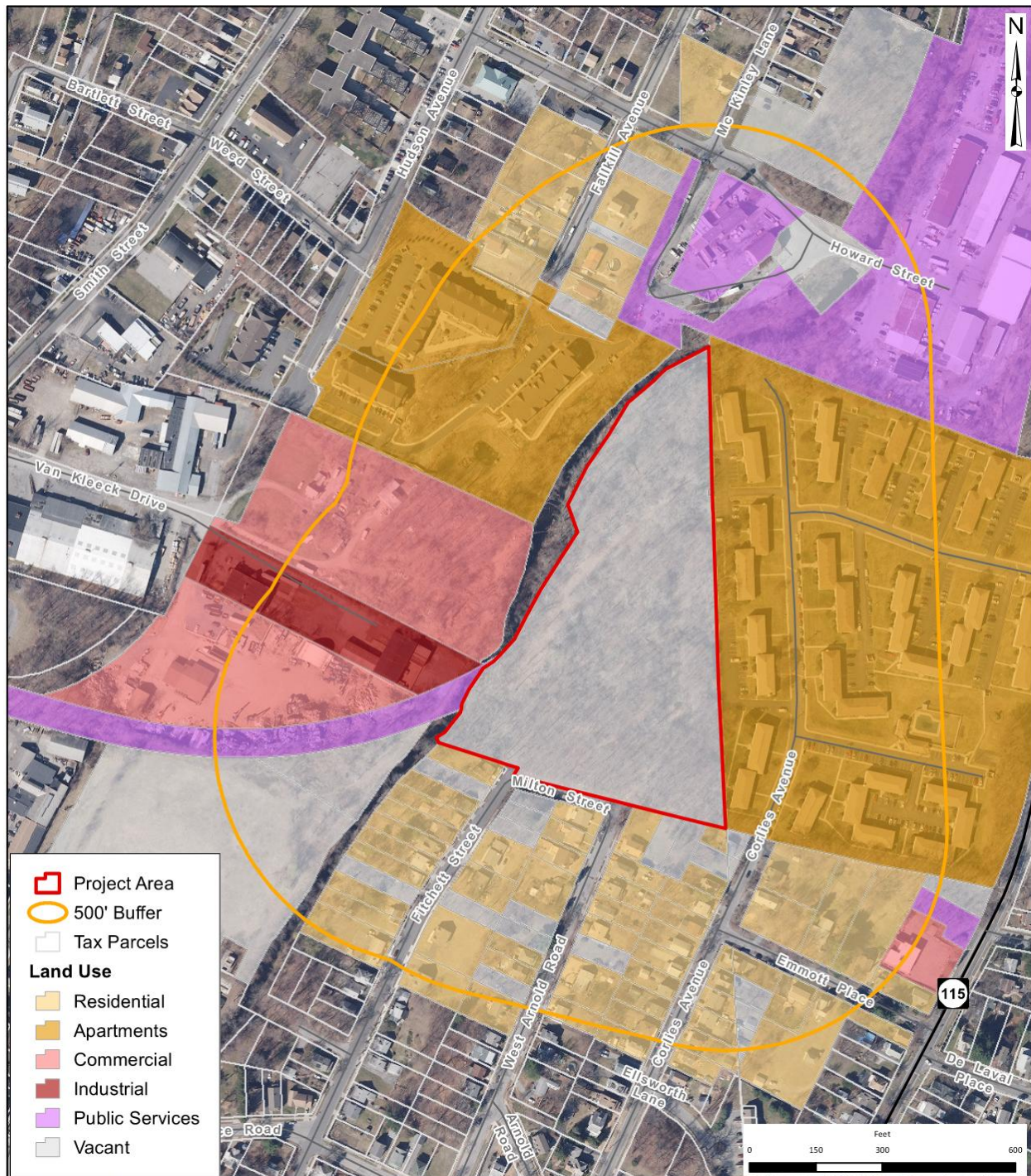


Figure 4: Zoning Map, Existing and Proposed

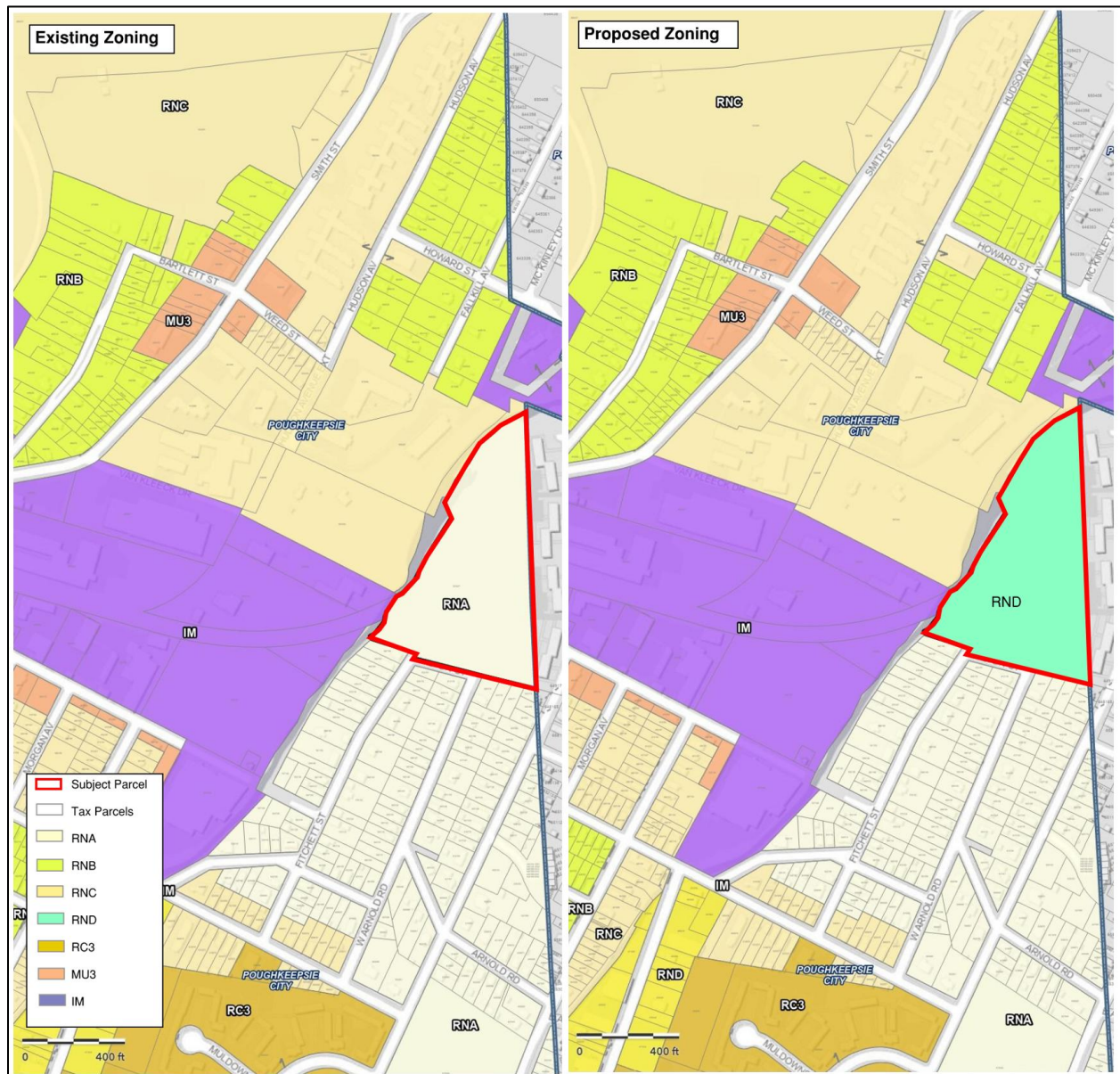


Figure 5: Soil Map



Figure 6: Wetland, Stream and Floodplain Map

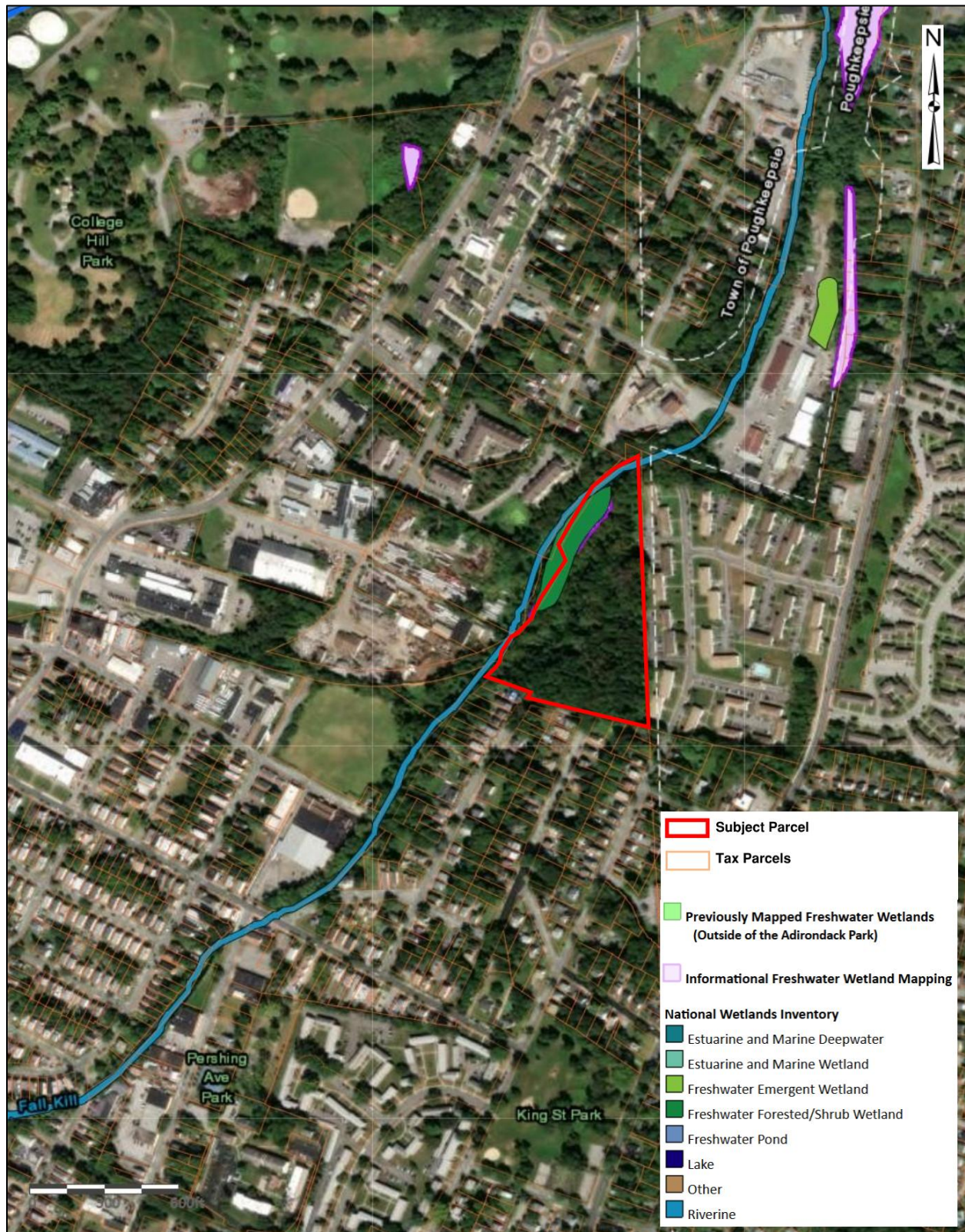


Figure 7: NYSDEC Environmental Resource Map

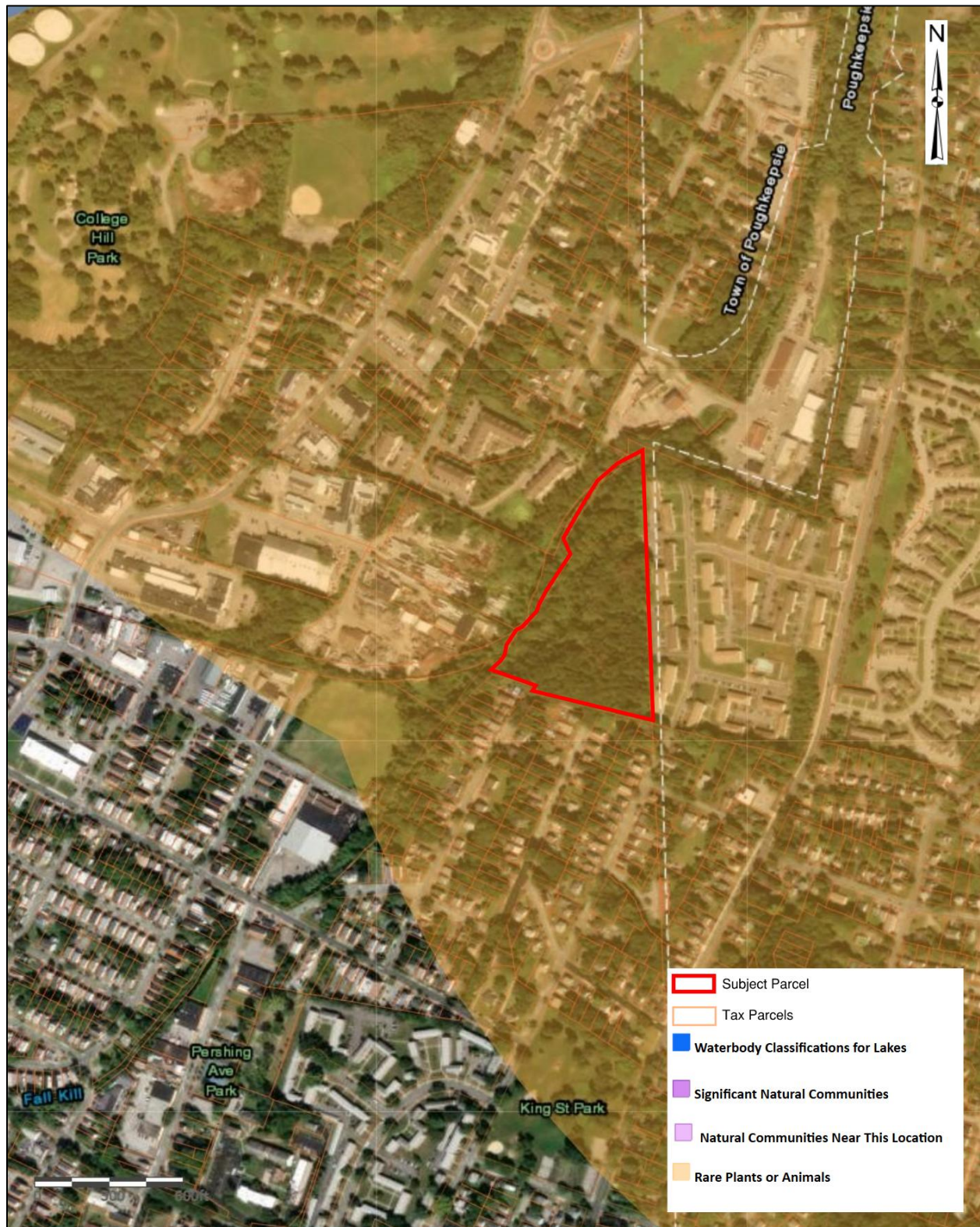


Figure 8: NYSOPRHP Cultural Resource Information System (CRIS) Map

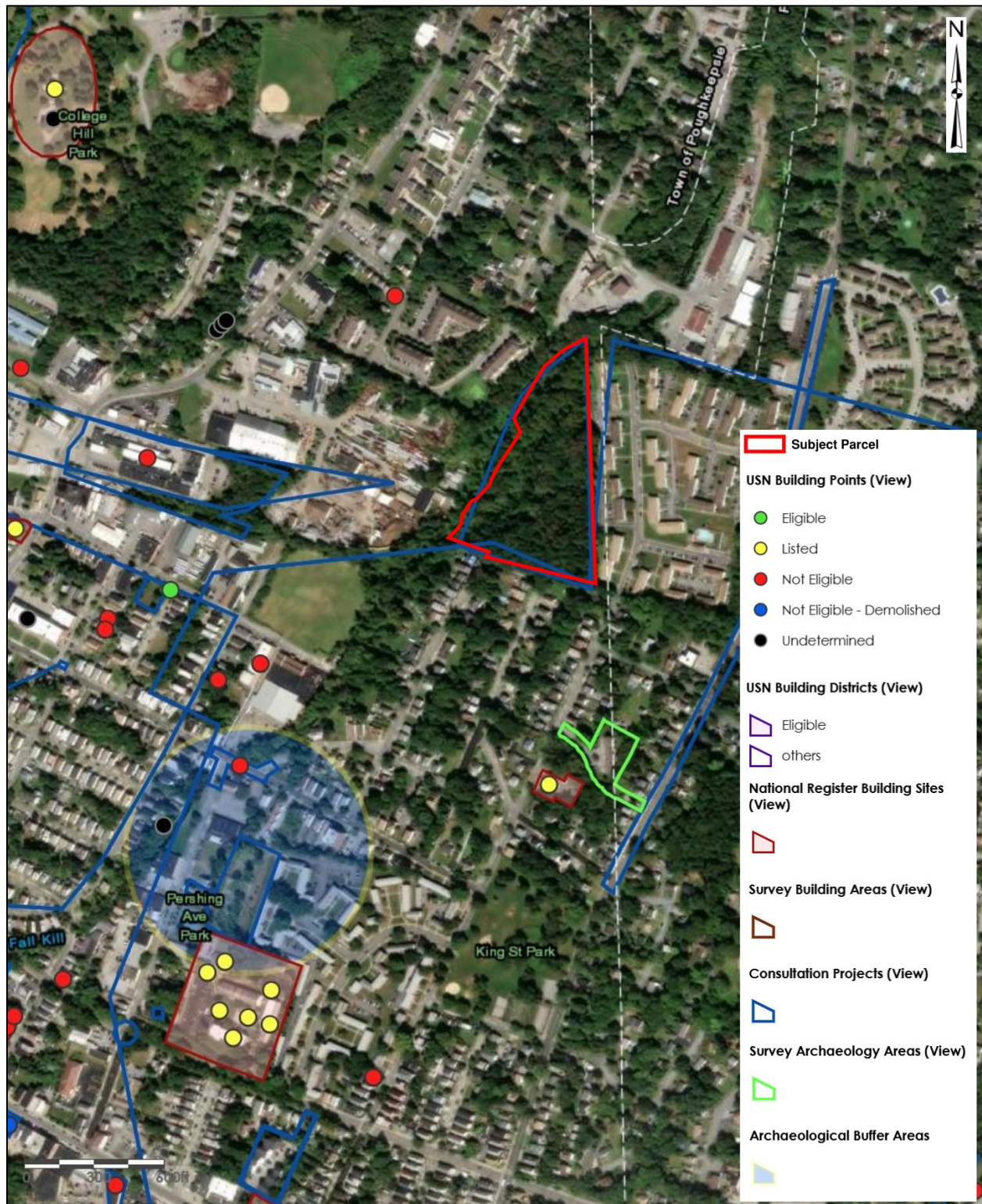
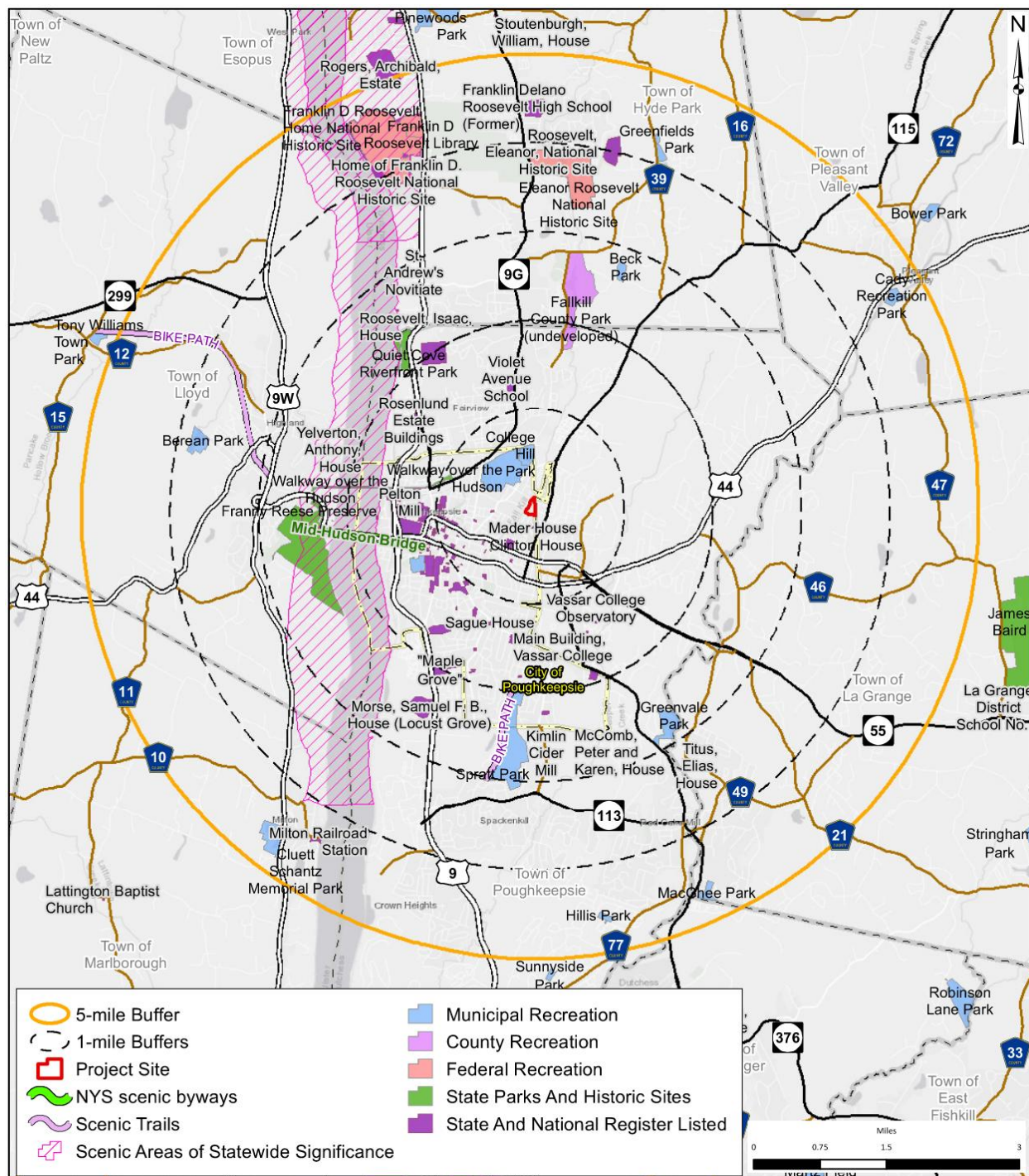


Figure 9: Map of Publicly Accessible Federal, State, or Local Scenic or Aesthetic Resources



ATTACHMENT A

Councilwoman Flowers Letter of Support



THE CITY OF POUGHKEEPSIE NEW YORK

August 10, 2020

Ms. Natalie Quinn, Planning Director
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, New York 12601

*Re: Highview II: Proposed 64-Unit Residential Development (Maselo Realty LLC)
Milton Street (Tax Parcel 131300-6162-73-623227), City of Poughkeepsie*

Dear Ms. Quinn:

I am writing to provide my support for Maselo Realty, LLC's application for a proposed rezoning of the Milton Street property to a Planned Residential Development (PRD) Zoning District to facilitate the construction of a 64-apartment unit clustered multifamily development within two buildings off Milton Street.

The Applicant, represented by Simon and Nate Abikzer, have undertaken community outreach for this project which involved two community meetings that I hosted. One meeting was held at City Hall, Common Council Chambers in which you attended and the other meeting was held at 505 Main Street, Public Safety Bldg. Renderings of the proposed project were shared with the residents who live near the proposed project and many of them asked questions about the project and voiced their concerns.

The meetings were well advertised. I hand delivered flyers to all the residents on Corlies Ave, W. Arnold Road, Fitchett Street and Lawrence Road, explaining the proposed project and inviting them to the meetings. I also sent text messages and call residents who I had contact info, reminding them of the meeting so due diligence was made to inform all residents of the project. Residents of the area who were able to attend were very vocal of what they wanted and not want to see. The exchange of ideas resulted in the current site plan design. The applicant assured the residents that they will be "good neighbors" and ensure that the two buildings will have minimum visibility so it will not infringe on the existing neighborhood.

Based on the fact that the project will be no more than 64 units, the feedback from the residents who attended the meetings and the applicant's genuine efforts in addressing the concerns of the residents in the immediate area, I am in support of the proposed rezoning of the Milton Street property and construction of the 64 apartment unit.

Please feel free to contact me to discuss further if needed.

Thank you

Sincerely,

Councilperson Yvonne Flowers
5th Ward, City of Poughkeepsie
(845) 505-2735/email: yflowers@cityofpoughkeepsie.com

ATTACHMENT B

Natural Resource Information

*Poughkeepsie Natural Resource Inventory
Conservation Analysis
Highview at the Fallkill Creek*

**Milton Street
City of Poughkeepsie
Dutchess County, New York**



October 28, 2025

Prepared for:
Maselo Realty, LLC
18 Eastview Road
Monsey, NY, 10952

Prepared by:
LaBella Associates
21 Fox Street Suite 201
Poughkeepsie, NY 12601
845-454-3980



Project No. 81947.00

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- Figure 5: Land Use Map
- Figure 6: NYSOPRHP Cultural Resources Information System Map
- Figure 7: Historic Resources
- Figure 8: Recreational Resources

ATTACHMENTS

Attachment A: US Fish & Wildlife Service (USFWS) Official Species List

Note: Concept Plan submitted separately.

1.0 INTRODUCTION

1.1 Project Summary

The Applicant and Owner, Maselo Realty, LLC, is proposing the rezoning of an 8.713-acre tax parcel on Milton Street in the City of Poughkeepsie from Residential Neighborhood A (RNA) to Residential Neighborhood D (RND) for the construction of a 63-apartment unit clustered multifamily development within two buildings with one access off Milton Street. The parcel is identified as parcel number 131300-6162-73-623227 on the City of Poughkeepsie Tax Map. The Town of Poughkeepsie abuts the eastern edge of the property (see Figures 1 and 2).

The parcel is currently undeveloped and zoned for Residential Neighborhood A (RNA) within which multifamily (i.e. 5+ unit) residential development is not permitted. Therefore, to facilitate the proposed project, the Applicant is petitioning the City for a rezoning of the property from RNA to RND by the Common Council. Upon completion of the rezoning, the Applicant will seek site plan approval from the Planning Board.

1.2 Background

On April 25, 2006, the City of Poughkeepsie Planning Board granted site plan approval for the construction of a 120-unit condominium complex to be known as Highview at the Fallkill Creek, located on the north side of Milton Street. The Applicant was Phoenix Capital Partners, LLC. The parcel was zoned as Medium High-Density Residential (R-4) at that time, which would have permitted a maximum of 140 dwelling units based on the R-4 requirements and lot size. The original project was never undertaken, and site plan approvals lapsed. The site was subsequently rezoned to Medium Low-Density Residence District (R-2) in October 2010.

When the Applicant decided to pursue the project again in 2019, the parcel was zoned for Medium Low-Density Residential (R-2) within which multifamily development was not permitted. Therefore, to facilitate the proposed project, the Applicant petitioned the City for a rezoning of the property from R-2 to PRD by the Common Council. The Planning Board as lead agency determined that the action was an unlisted action and upon examination of the Full Environmental Assessment Form (FEAF) and 6 N.Y.C.R.R Section 617.7 of the State Environmental Quality Review Act (SEQRA), adopted a negative declaration on January 20, 2021. The rezoning approval was granted by the Common Council on February 16, 2021 (Common Council Ordinance 0-21-01).

The Common Council and City's Mayor approved the amendment to the Zoning Map on February 18, 2021. On May 25, 2021, the owner filed an application for site plan approval from the Planning Board for the project under the PRD regulations. After filing an area variance application to the Zoning Board of Appeals on June 6, 2021, the Applicant received approval for three area variances on September 14, 2021 to enable the proposed development.

Since then, the application has been on numerous agendas of the Planning Board and multiple extensions have been granted for the rezoning petitions. In addition to Planning Board meetings, the project

underwent two community meetings in 2019 and has received support from Councilwoman Flowers, see Attachment A for a letter of support.

On September 6, 2024, a Municipal Consent to Form a Sewage-Works Corporation was approved by the Common Council and the Mayor. On November 4, 2024 the property was rezoned to RNA as part of the Common Council's adoption of the City of Poughkeepsie Zoning Ordinance, along with entire neighborhood of primarily single-family dwellings to the north (which provides the only access to the property).

Accordingly, the Applicant seeks a rezoning to the RND Zoning District to permit the proposed the 63-unit development. The project remains as proposed previously, with no changes to unit count or access.

1.3 Site Description and Project Details

The project parcel is located in the northeast quadrant of the city, along the city/town border, with access to the site on Milton Street by way of Fitchett Street and West Arnold Road. The project site consists of vacant wooded land. Fallkill Creek runs along the western property line and within the property for approximately 200 linear feet. The development proposal, referenced as Highview at the Fallkill Creek – Milton Street, includes 63 multifamily dwelling units clustered within two buildings in the southeast portion of the project parcel. The unit breakdown is anticipated to include approximately 31 one-bedroom and 32 two-bedroom units.

The development will be located away from Milton Street (approximately 209 feet) with a substantial natural buffer. The finished floor of the southern building's (Building 100 on Sheet C130) ground floor will be approximately 18 ft lower than Milton Street. The development will not directly impact wetlands or the Fallkill Creek and is approximately 128.5 – 145.7 feet away from the Creek. The development will occupy approximately 60% of the 8.713-acre property allowing for approximately 40% of the site to remain undisturbed including 373 trees or approximately 67.5% of trees currently found on the site.

1.4 Anticipated Permits/Approvals

Table 1 provides a list of the approvals/permits that are anticipated for the project.

Table 1: Anticipated Approvals/Permits

AGENCY	APPROVAL/PERMIT
City of Poughkeepsie Common Council	Rezoning from RNA to RND
City of Poughkeepsie Planning Board	Site plan approval
City of Poughkeepsie – Engineering Department	Curb cut approval
City of Poughkeepsie – Zoning Administrator	Floodplain development permit
Dutchess County Department of Planning and Development	GML 239m referral
Dutchess County Department of Health	Water and Sewer Connections
NYS Department of Environmental Conservation (NYSDEC)*	GP-0-25-001 SPDES General Permit for Discharges during Construction Activities; Article 24 Adjacent Area for grading (pending)

*An Article 15 permit from NYSDEC was identified in the SEQR FEAF Part 1 form dated 12/3/2019 in case disturbance within the bank was required as part of the project (not currently anticipated to occur). However, the Fallkill is not a Trout Stream; therefore, as a Class C stream with no “t” or “ts” standard it is not regulated by the NYSDEC under Article 15. Therefore, this permit is not required and is not identified here.

2.0 CONSERVATION ANALYSIS

The Fall Kill is identified in the *Natural Resources Inventory for the City of Poughkeepsie* (referred to herein as the NRI Report) as a natural resource that supports or contributes to beautification, habitat, flood control, history, recreation and climate resilience. The project site is discussed throughout the document as a parcel, “that is undeveloped and contains streamside forests and wetlands within the floodplain. Due to the lack of channelization, this area floods readily without harming buildings or roads. It is an important flood mitigation area as it is the only segment of the creek in the City of Poughkeepsie where flooding can naturally occur.”¹ The Applicant recognizes the unique character and benefits provided by his property and is working to develop a plan that is sensitive to these attributes while also providing new housing opportunities.

2.1 Geology and Soils

According to the NRI Report, the project site’s bedrock geology is Graywacke and shale, which is considered less permeable than other types of bedrock found in the City of Poughkeepsie. The surficial geology of the site features bedrock outcrops. These rock outcrop areas are shown on the concept plan.

Figure 1 shows the soil types that are expected to be present on the project site, and Table 2 provides characteristics of these soil types, according to the Dutchess County Soil Survey information available in GIS and the Natural Resource Conservation Service website.

¹ The Environmental Cooperative at Vassar Barns. *Natural Resources Inventory for the City of Poughkeepsie*. 2019. Page 10.

Table 2: Characteristics of Soil Types within Project Area

% of SITE	SOIL SYMBOL	SOIL TYPE	SLOPES	DRAINAGE	DEPTH TO WATER TABLE (FEET)	DEPTH TO BEDROCK (INCHES)
	DwC	Dutchess-Cardigan complex, rolling, rocky	5 to 16%	well	>6	
		Dutchess (40%)		well	>6	>60
		Cardigan (30%)		well	>6	20 to 40
	DxC	Dutchess-Cardigan-Urban Land complex, rolling, rocky	5 to 16%			
		Dutchess (25%)		well	>6	>60
		Cardigan (25%)		well	>6	20 to 40
		Urban Land (25%)		well	>2	>10
	Ud	Udorthents, smoothed	mostly 0 to 8% but 8 to 25% on sides of excavations & along highways	somewhat excessively to moderately well	>3.0 Nov-Jun	>60

Most of the site contains the Dutchess-Cardigan complex, rolling, rocky soil series (DwC). An area of the Dutchess-Cardigan-Urban Land complex soil series (DxC) exists along Milton Street, and an area of Udorthents soil series (Ud) exists in the southwest corner of the project parcel. The Dutchess soils and the Cardigan soils are well drained soils. The Udorthents soil series is a somewhat excessively to moderately well drained soil. Urban Land is described as areas covered by buildings, streets, parking lots and other impervious surfaces, which obscure soil identification, so that the actual identification of the soil is not determined for some portions of the site. The Dutchess soil series, the Cardigan soil series, and the Udorthents soil series all have a depth to water table of greater than 6 feet. Urban Land is described as areas covered by buildings, streets, parking lots and other impervious surfaces which obscure soil identification, so that the actual identification of the soil is not determined for some portions of the site. Therefore, the depth to water table for these areas is unknown, and is assumed to be greater than 2 feet according to the Soil Survey.

According to a geotechnical engineering report by the Chazen Companies for the previously approved site plan, groundwater was encountered in only one of eight borings.² These borings ranged in depth from 5.5 feet to 15.8 feet due to refusal at bedrock, with the exception of the northernmost boring in which refusal occurred at 2.5 feet. Thus, groundwater was generally deeper than 5.5 feet throughout most of the site. The report states that, “groundwater seepage into open excavations is not anticipated at this time, but that the contractor should be prepared to lower the groundwater table two feet below the base of

² *Geotechnical Engineering Report*, The Chazen Companies, September 14, 2005.

excavations to provide a stable subgrade for construction activities and to maintain the integrity of the natural bearing soils.”

If water is encountered above three feet below the surface, footings and footing drains will be designed in accordance with accepted construction practices to alleviate any problems associated with a high water table. With this practice, no significant impacts due to the presence of water above three feet below the surface are anticipated.

Rock encountered during the construction of the proposed residential development will be removed by mechanical methods (ripping), when possible. If blasting is determined to be necessary, all blasting operations will adhere to New York State and local ordinances governing the use of explosives. Proper program guidelines will be established between New York State, the City of Poughkeepsie and the blasting contractor prior to undertaking this activity. If blasting is required, it will be performed in accordance with New York State Department of Transportation (NYSDOT) Geotechnical Engineering Manual #22 "Procedures for Blasting" latest edition.

2.2 Water Resources

As shown in Figure 2, the project site abuts and includes some portions (approximately 200 linear feet) of the Fall Kill, a perennial stream. In addition, the project site includes wetland, riparian and flood hazard areas (or 100-year floodplain area). The Fall Kill watershed covers 19.5 square miles, including portions of the City of Poughkeepsie. The Fall Kill is approximately 38 miles long, and where it travels through the City it has been channelized and is contained by stone walls before it charges into the Hudson River. The Fallkill has been found to contain various chemicals and bacteria, with deterioration being most prevalent within the City.

The site features approximately 0.788 acres of wetland area (freshwater forested/shrub wetland (PFO1E)), which is regulated by the United States Army Corps of Engineers (USACE). No New York State Department of Environmental Conservation (NYSDEC) regulated wetlands are located on the site. The Fall Kill is classified as a Class C stream by the NYSDEC, which is not regulated. It is anticipated that the proposed site design will not result in impacts to wetlands or to the Fall Kill and no wetland or stream-related permits are being sought from the USACE or NYSDEC.

According to the NRI Report, “Riparian buffers are vegetated areas alongside the creek that help to protect the creek by slowing runoff, infiltrating water, providing shade that cools the water, and reducing the amount of sediment and pollutants entering the stream.”³ These areas can provide nesting or foraging habitat for many species of birds. The concept plan has been designed to avoid the riparian buffer areas and concentrates development upland within the site.

The property is identified in the NRI Report as one of the last remaining areas within the City of Poughkeepsie where the Fall Kill is not channelized and is permitted to flood naturally. This section of the Fall Kill is identified as a significant habitat area that provides important flood retention due to the undeveloped forested riparian buffer. The NRI Report explains that during flood events the Fall Kill may overflow into these wetlands, which are located within the flood hazard area or 100-year floodplain.

³ The Environmental Cooperative at Vassar Barns. *Natural Resources Inventory for the City of Poughkeepsie*. 2019. Page 47.

According to the NRI Report, “flooding helps to slow down water, recharge groundwater and increase water quality by letting particulates settle out instead of being carried downstream.”⁴ According to FEMA Community Panel Number 36027C0358E information (effective 5/12/2012) available through GIS (Figure 6), an area abutting the Fallkill Creek is located within Zone AE (100-year floodplain) or special flood hazard area. The floodplain area is identified on the concept plan. Some work (e.g. grading) is anticipated to occur within the 100-year floodplain; therefore, a floodplain development permit will be sought from the City.

The proposed development is located upland from the stream, wetland, riparian and floodplain areas with the intention of retaining these important resources. With the exception of a floodplain development permit for grading in the floodplain, no permits affecting aquatic resources are anticipated at this time. The proposed project will require greater than one acre of disturbance and will require coverage under the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity. A Stormwater Pollution Prevention Plan will be prepared in conformance with the most current New York State Stormwater Management Design Manual and New York State Standards and Specifications for Erosion and Sediment Control.

2.3 Habitats

According to the NRI Report, the project site is home to several habitats, including upland shrubland, upland hardwood forest, upland mixed forest and hardwood swamp in addition to wetland and stream areas (Figure 3). Table 2 presents a brief description of these habitats based on information found in the report.

Table 2: Habitat Types on the Project Site

Specific Habitat Type	Brief Description
Upland Shrubland	Open (nonforested) area with shrubs making up >20% of ground cover
Upland Hardwood Forest	Non-wetland forest dominated by hardwood trees (conifers make up 25% of canopy)
Upland Mixed Forest	Non-wetland forest with a mix of hardwoods and conifers (conifers make up 25-75% of canopy)
Hardwood Swamp	Wetland (identified by predominance of hydrophytic vegetation) dominated by trees and/or shrubs

According to the NRI Report, “the Fall Kill is highly impacted by channelization and pollution, nonetheless it continues to serve as an important habitat for migratory fish species such as the American eel and river herring.” The Upland Hardwood Forest, which currently dominates the site, is described as a habitat that is also important for cooling derived from shade, carbon sequestration, reducing stormwater runoff, and improvement of air quality. According to the NYSDEC Environmental Resource Map (Figure 4), there are known occurrences of the Blanding’s Turtle (State listed threatened species) on or in the vicinity of the project site. An analysis to assess potential adverse impacts to Blandings Turtle was completed and

⁴ The Environmental Cooperative at Vassar Barns. *Natural Resources Inventory for the City of Poughkeepsie*. 2019. Page 46.

received sign off from the NYSDEC. This information has been submitted separately. There is no NYSDEC Significant Natural Community identified on the project site. According to the US Fish & Wildlife Service (USFWS) Official Species List (Attachment A), there is potential for the Indiana Bat (endangered), Northern Long-eared Bat, and Tricolored Bat on or in the vicinity of the project site. It is anticipated that tree clearing will occur between November 1st and March 31st to avoid direct or indirect take of the bat species, as during this time, the bats would be hibernating and not present onsite.

The Fall Kill is identified as a conservation priority in the NRI Report because it, “provides streamside habitats, helps to reduce and filter surface runoff, provides shading vegetation, and provides organic material that supports the food web and habitat structure of the stream.”⁵ Based on this rationale a priority conservation zone of 160 feet from the stream edge is recommended to increase habitat area and improve in-stream conditions.

The project site is identified in Map 4.4, “Habitat Envelopes and Potential Corridors” within the NRI Report as a Significant Habitat Area. The Report states that, “if new development in these areas cannot be avoided, it should be concentrated near the edges and near existing roads and other development so that as much habitat area as possible is preserved without fragmentation.”⁶

As explained in earlier sections, a large buffer (131 feet) and distance (146 – 160 feet away) will separate the Fall Kill Creek from the proposed development. Based on the information provided above, no significant adverse impacts will occur to vegetation and wildlife. This information will be provided to NYSDEC.

2.4 Land Use

The parcel is currently undeveloped and zoned for Residential Neighborhood A (RNA). To the north and west, the property is abutted by Residential Neighborhood C (RNC) and Industrial Mixed (IM) zoning districts, which house a range of uses including multi-family housing (Highridge Garden Apartments), a junkyard, the City’s Department of Public Works complex, and manufacturing uses. The southern portion of the lot abuts more RNA district properties, comprised primarily of single-family residences (Figure 5). To the east, in the Town of Poughkeepsie, the property is abutted by a parcel zoned for Multifamily Residence (Town of Poughkeepsie) which contains a large apartment complex, Mountain Brook Apartments.

The proposed residential project is not industrial or commercial and is not likely to result in a source of pollution that could endanger the Fall Kill.

2.5 Historic Resources

According to the NYS Office of Parks, Recreation, and Historic Preservation (NYSOPRHP) Cultural Resource Information System (CRIS) mapping (Figure 6), the project site does not contain and is not adjacent to any National or State Historic Register sites or any sites that were determined to be eligible for listing on the

⁵ The Environmental Cooperative at Vassar Barns. *Natural Resources Inventory for the City of Poughkeepsie*. 2019. Page 73.

⁶ The Environmental Cooperative at Vassar Barns. *Natural Resources Inventory for the City of Poughkeepsie*. 2019. Page 221 or page 85 of Appendix A.

National or State Historic Register. The CRIS mapping indicates that the project site is partially located within a known archeologically sensitive area. The Applicant received a Letter of No Effect from the NYSOPRHP State Historic Preservation Office on December 17, 2020.

The NRI Report does not identify any historic resources on or adjacent to the project site, see Figure 7.

2.6 Recreational Resources

The project site is located on privately-owned land that is not currently used by the public for recreation, see Figure 8. The site would be developed with two residential apartment buildings. Residents would likely use King Street Park located approximately 1/2 mile south of the site. This park features a playground, baseball diamond, tennis court, basketball court and a flower garden.

2.7 Conclusion

The property is identified in the NRI Report as one of the last remaining areas within the City of Poughkeepsie where the Fall Kill is not channeled and is permitted to flood naturally. Approximately one-third of the property falls within the City's flood area boundary and contains both upland hardwood forest and upland shrubland habitat. These characteristics make the site ideally suited to the clustering of development away from the creek, which will retain existing habitat.

The Applicant is proposing construction of a 63-unit clustered multifamily apartment development within two buildings with access off Milton Street on an approximately 8.713-acre property. Due to the clustered nature of the site design under the proposed RND regulations approximately 40 percent of the existing forested area will be retained on site. In contrast, the strict application of the RNA zoning for the provision of single-family homes, whether a clustered or conventional subdivision, would result in greater ground disturbance and loss of natural habitat.

FIGURES

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Figure 1

Geology and Soils_Poughkeepsie NRI Map



Applicant
New York State, USDA FSA | NYS Museum | Esri Community Maps Contributors, BuildingFootprintUSA, Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

Figure 2

Water Resources_Poughkeepsie NRI Map

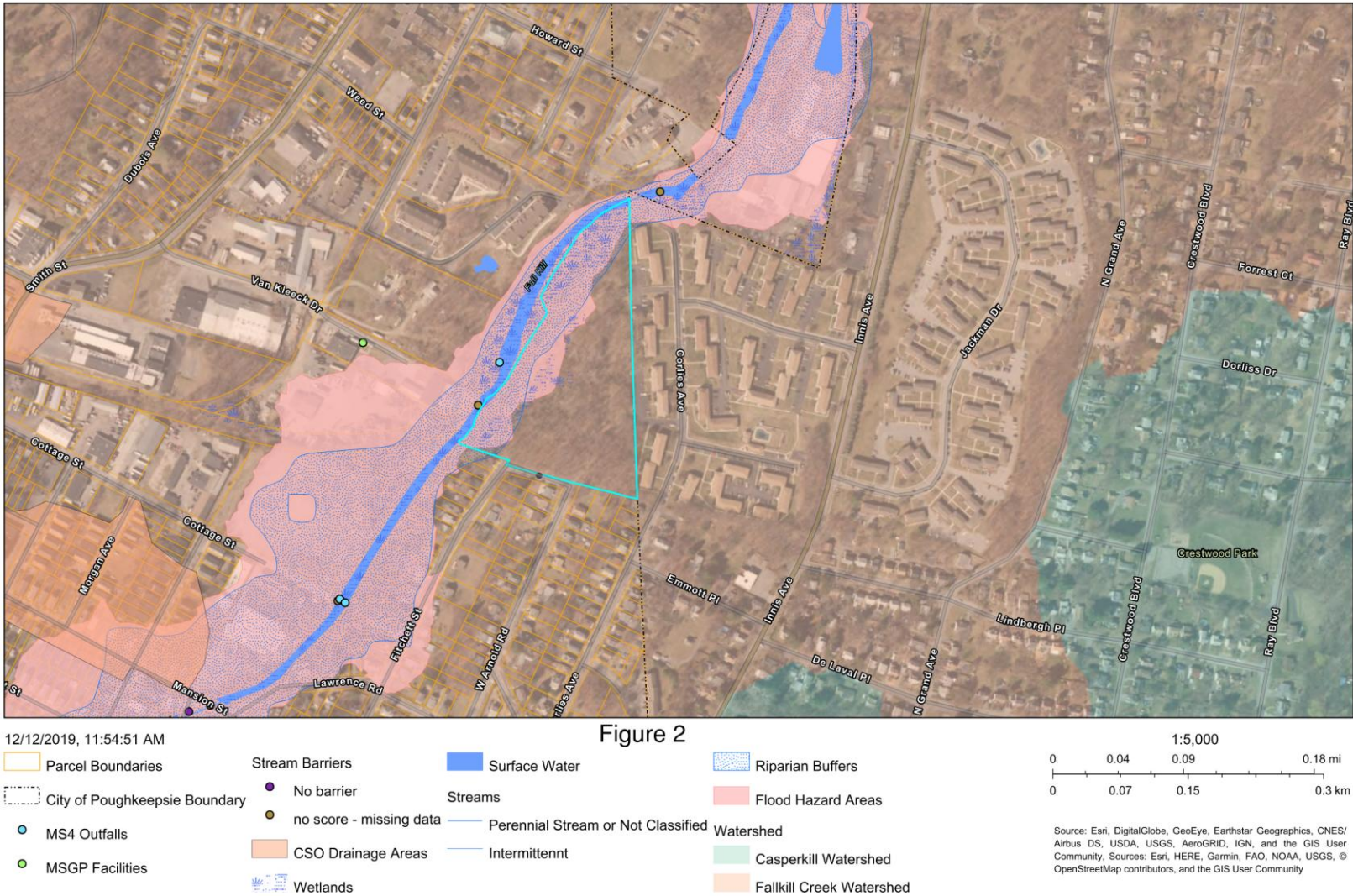
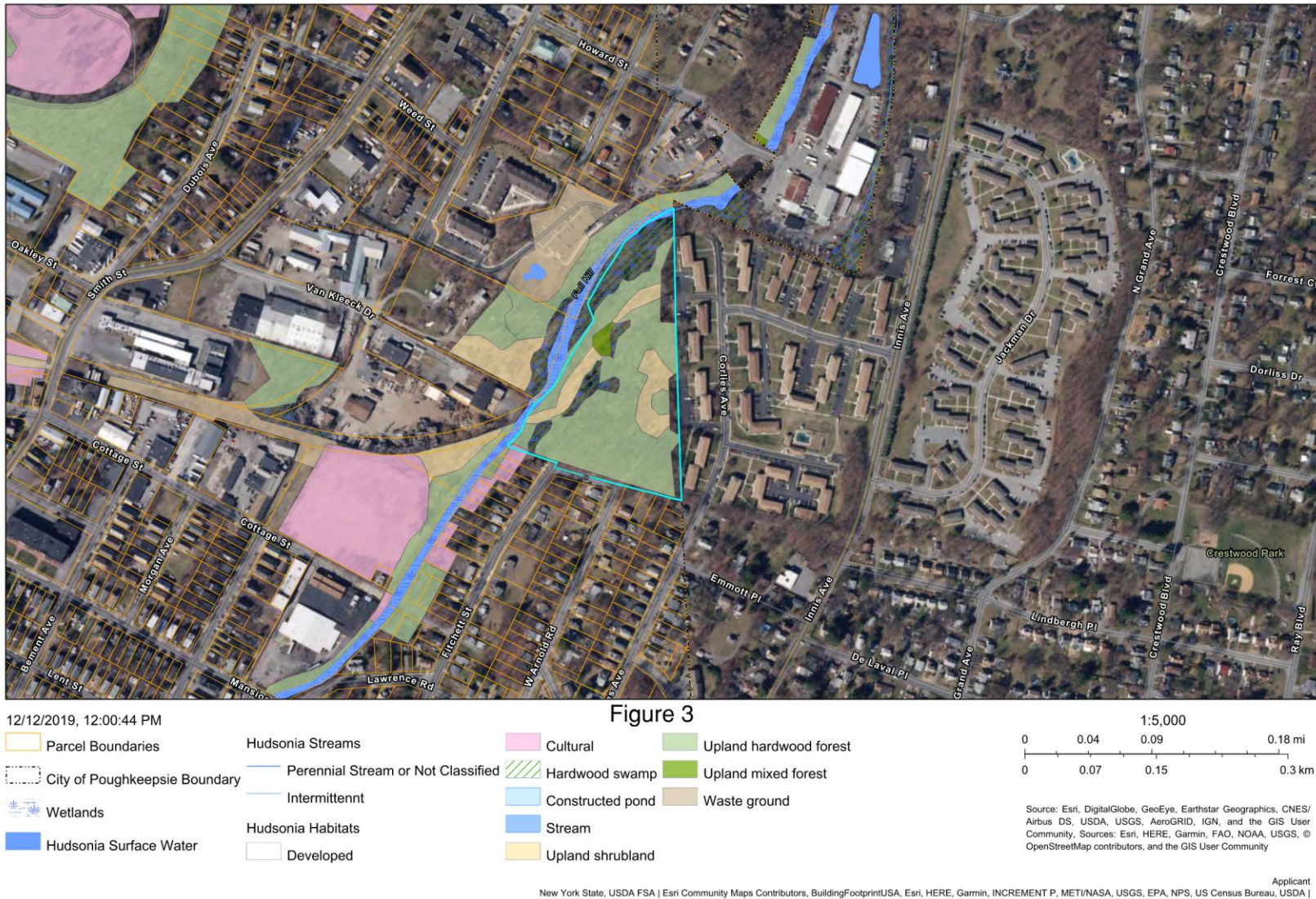


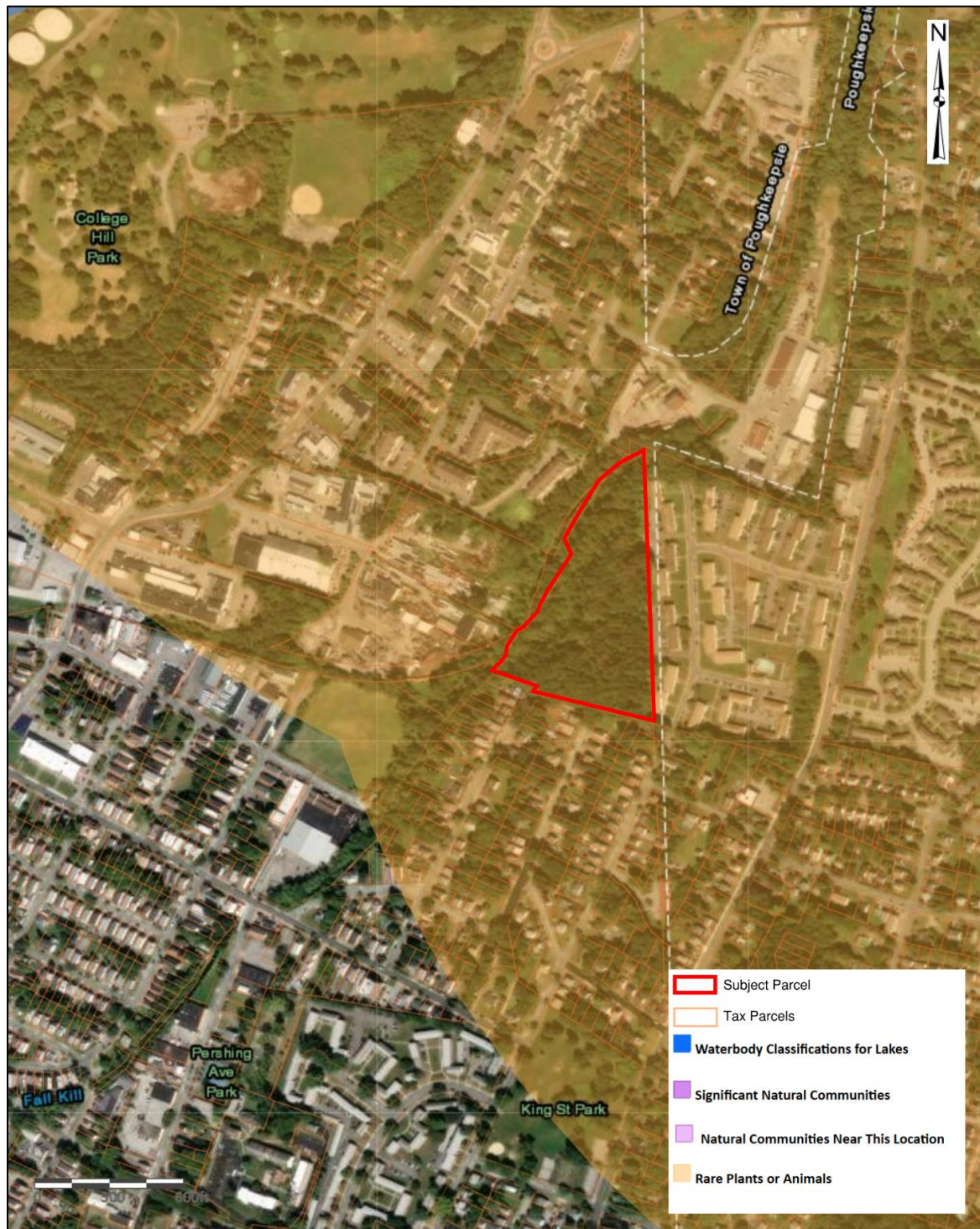
Figure 3

Habitats_Poughkeepsie NRI Map



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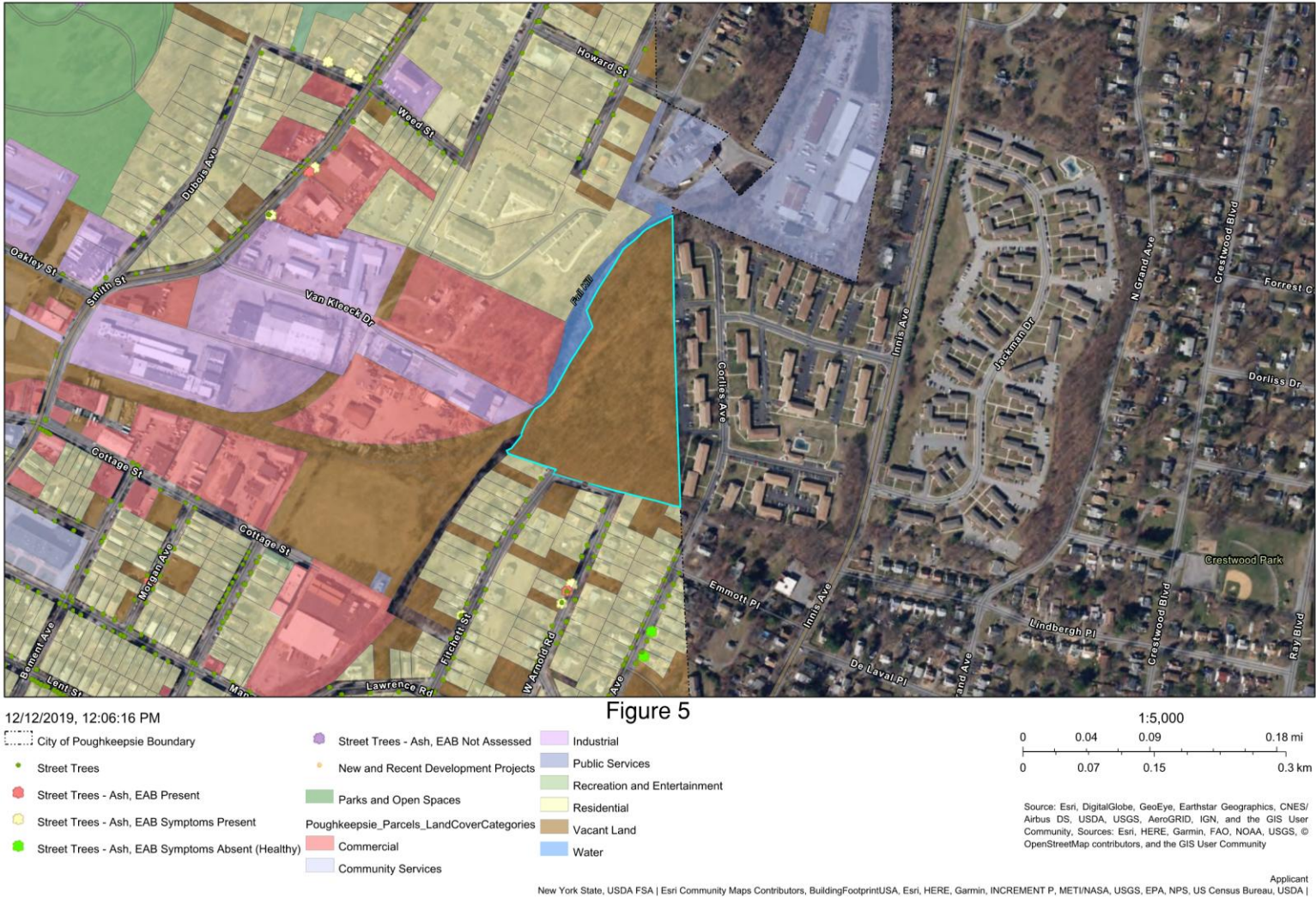
Figure 4
NYSDEC Environmental Resource Map



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Figure 5

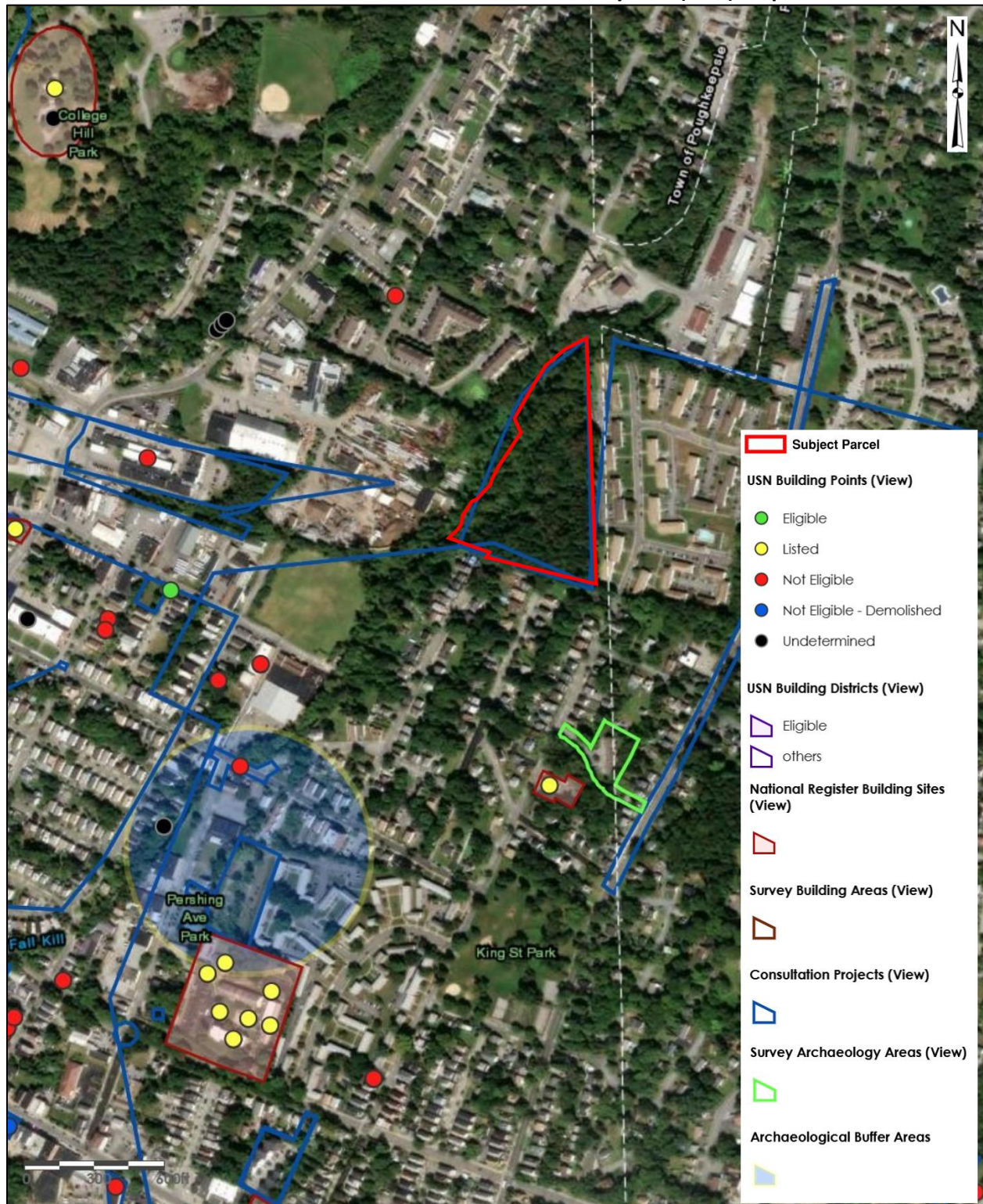
Land Use_Poughkeepsie NRI Map



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Figure 6

NYSOPRHP Cultural Resource Information System (CRIS) Map



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Figure 7

Historic Resources_Poughkeepsie NRI Map

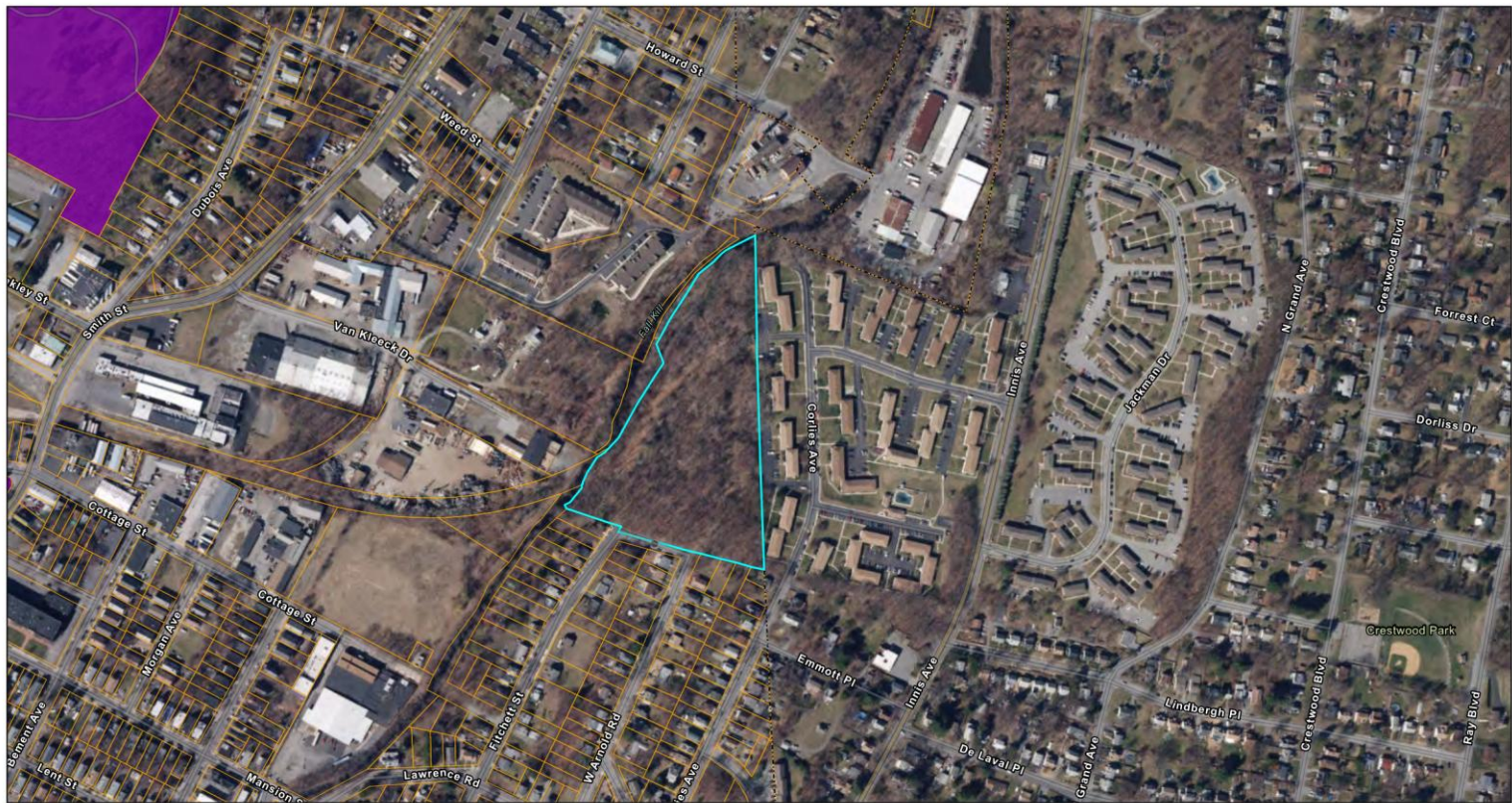
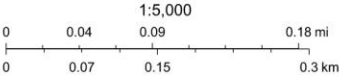


Figure 7

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Parcel Boundaries
City of Poughkeepsie Boundary
Historic Sites



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Applicant
New York State, USDA FSA | Esri Community Maps Contributors, BuildingFootprintUSA, Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA |

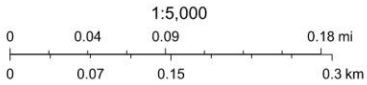
Figure 8

Recreational Resources_Poughkeepsie NRI Map



12/12/2019, 12:11:49 PM
Parcel Boundaries
City of Poughkeepsie Boundary
Trails
Parks and Open Spaces

Figure 8



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community. Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community

ATTACHMENT A

USFWS Official Species List

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

✉ fw5es_nyfo@fws.gov

3817 Luker Road
Cortland, NY 13045-9385

NOT FOR CONSULTATION

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 <i>Myotis sodalis</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> Wherever found There is proposed critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

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.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act ² and the Migratory Bird Treaty Act (MBTA) ¹. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
<https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

There are Bald Eagles and/or Golden Eagles in your [project](#) area.

Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the [National Bald Eagle Management Guidelines](#). You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#).

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

If disturbance or take of eagles cannot be avoided, an [incidental take permit](#) may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the [Do I Need A Permit Tool](#). For assistance making this determination for golden eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information](#)

[on Migratory Birds and Eagles](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle <i>Haliaeetus leucocephalus</i> 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

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 ["Supplemental Information on Migratory Birds and Eagles"](#), specifically the FAQ section titled "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.

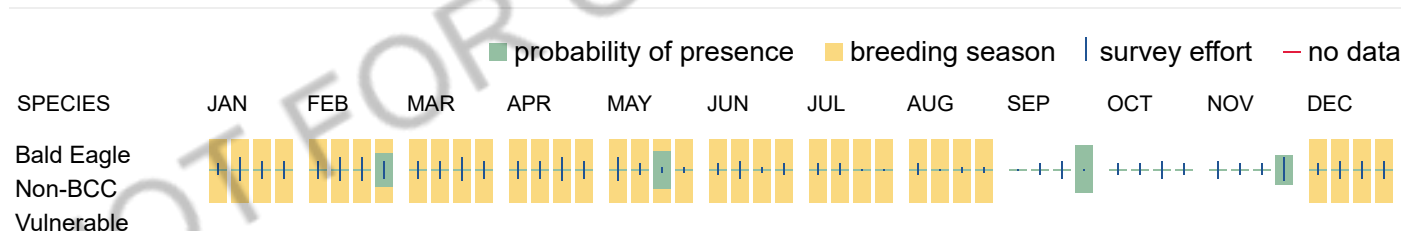
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

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 & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence 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 an eagle ([Bald and Golden Eagle Protection Act](#) requirements may apply).

Proper interpretation and use of your eagle report

On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). 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 line or no data line (red horizontal) 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 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 and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), 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.

Interpreting the Probability of Presence Graphs

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 taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

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

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.

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 $0.05/0.25 = 0.2$.

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.

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.

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.

Migratory birds

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

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:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds
<https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC
<https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases [birds of concern](#), including [Birds of Conservation Concern \(BCC\)](#), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the [Nationwide avoidance and minimization measures for birds](#) document, and any other project-specific avoidance and minimization measures suggested at the link [Measures for avoiding and minimizing impacts to birds](#) for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles document](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME

BREEDING SEASON

Bald Eagle *Haliaeetus leucocephalus*

Breeds Dec 1 to Aug 31

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>

Belted Kingfisher *Megasceryle alcyon*

Breeds Mar 15 to Jul 25

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

Black-billed Cuckoo *Coccyzus erythrophthalmus*

Breeds May 15 to Oct 10

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

<https://ecos.fws.gov/ecp/species/9399>

Blue-winged Warbler *Vermivora cyanoptera*

Breeds May 1 to Jun 30

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

Bobolink *Dolichonyx oryzivorus*

Breeds May 20 to Jul 31

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

Canada Warbler *Cardellina canadensis*

Breeds May 20 to Aug 10

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

Chimney Swift *Chaetura pelagica*

Breeds Mar 15 to Aug 25

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

Eastern Meadowlark *Sturnella magna*

Breeds Apr 25 to Aug 31

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

Evening Grosbeak *Coccothraustes vespertinus*

Breeds May 15 to Aug 10

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

Lesser Yellowlegs *Tringa flavipes*

Breeds elsewhere

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

<https://ecos.fws.gov/ecp/species/9679>

Prairie Warbler *Setophaga discolor*

Breeds May 1 to Jul 31

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

Red-headed Woodpecker *Melanerpes erythrocephalus*

Breeds May 10 to Sep 10

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

Rose-breasted Grosbeak *Pheucticus ludovicianus*

Breeds May 15 to Jul 31

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

Semipalmated Sandpiper *Calidris pusilla*

Breeds elsewhere

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

Wood Thrush *Hylocichla mustelina*

Breeds May 10 to Aug 31

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

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 "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "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.

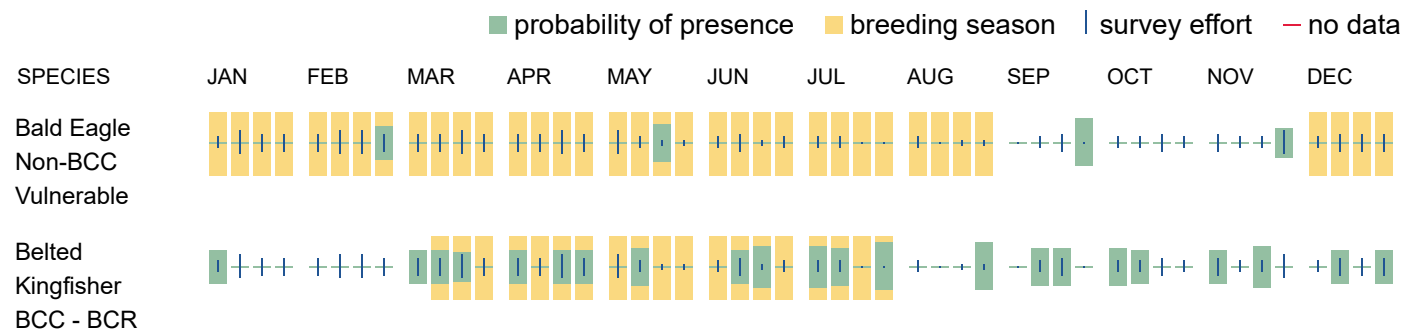
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

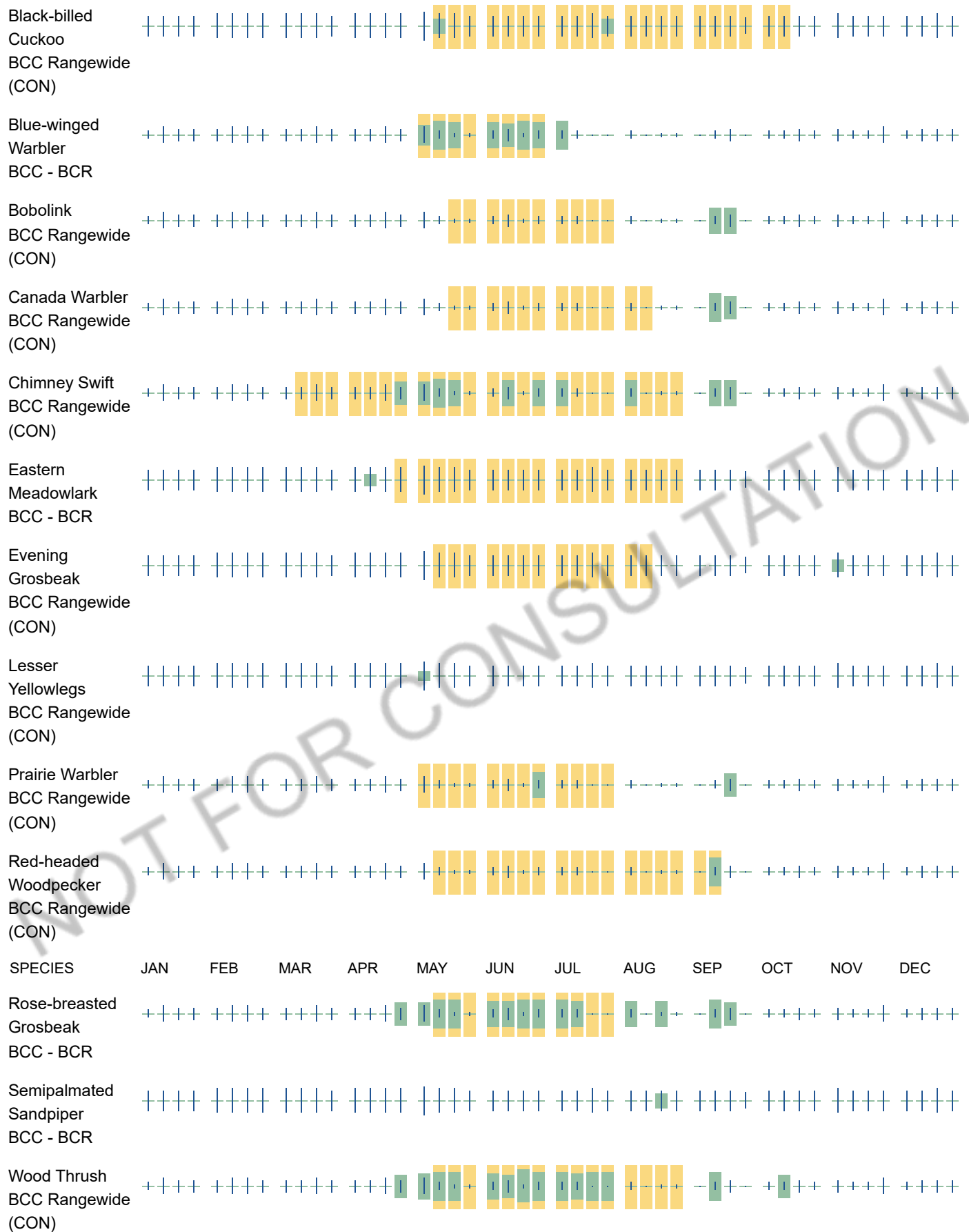
No Data (—)

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.





Migratory Bird FAQs

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

[Nationwide Avoidance & Minimization Measures for Birds](#) describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed 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 list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the [Bald and Golden Eagle Protection Act](#) and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

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) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle ([Bald and Golden Eagle Protection 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, and to verify survey effort when no results present, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

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 to 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, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), 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 [Bald and Golden Eagle Protection 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 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 BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

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.

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 look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). 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 does not represent all birds present in your project area. 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 and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce

potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs

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 taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

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

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.

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 $0.05/0.25 = 0.2$.

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.

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.

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.

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 (NWI)

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](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER FORESTED/SHRUB WETLAND

[PFO1E](#)

RIVERINE

[R3UBH](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

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.

LOCAL LAW NO. 6 OF 2025

**A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW § 3-c**

INTRODUCED BY COUNCILMEMBER PATTERSON THOMPSON AND GRANT :

BE IT ENACTED, by the Common Council of the City of Poughkeepsie of the County of Dutchess as follows:

Section 1. LEGISLATIVE INTENT

It is potentially necessary to override the limit on the amount of real property taxes that may be levied by the City of Poughkeepsie, County of Dutchess pursuant to General Municipal Law § 3-c, and to allow the City of Poughkeepsie, County of Dutchess to adopt a budget for the 2026 fiscal year that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-c.

Section 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax levy limit by the adoption of a local law approved by the Common Council.

Section 3. TAX LEVY LIMIT OVERRIDE

The City of Poughkeepsie Common Council is hereby authorized to override the Tax Levy Limit established pursuant to N.Y. General Municipal Law §3-c, for Fiscal Year 2026, and to adopt a budget for Fiscal Year 2026 that requires a real property tax levy in excess of the amount otherwise prescribed in N.Y. General Municipal Law §3-c.

Section 4. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

SECONDED BY COUNCILMEMBER _____.

**RESOLUTION
(R-25-85)**

SPONSORED BY CHAIRMAN WILSON

WHEREAS, December 15, 2025, marks the 234th anniversary of the ratification of the Bill of Rights and the adoption of the First Amendment, and,

WHEREAS, the First Amendment to the United States Constitution guarantees five freedoms – freedom of speech, freedom of religion, freedom of the press, freedom to peaceably assemble, and freedom to dissent, and,

WHEREAS, these five foundational rights, are currently being abridged, ignored, and unconstitutionally abused by the executive branch of the federal government, and,

WHEREAS, the creative freedom of the arts, humanities, museums, libraries, and the press are the targeted objects of said administration’s ideological agenda and concurrent dismantling of statutory agencies and denial of congressionally appropriated funding, and,

WHEREAS, this country is a country of laws, where no individual is above the law, and where no single branch of our government can rule outside the bounds of lawful checks and balances.

WHEREAS, the Empire State of New York is the nation’s major crucible of artistic endeavor and industry, with a global reputation for excellence and achievement, and,

WHEREAS, the creative cultural industries of New York State are universal models for diversity, equity, access, and inclusion, and the necessary climate for thriving creativity, innovation, and free expression, and,

WHEREAS, the Empire State of New York, home to the nation’s first established state arts agency, has always championed the freedoms embodied in the First Amendment, and

WHEREAS, this anniversary provides an opportunity to send a message to the remainder of the country, as a democratic example of collective resistance to the politics of fear, and an administration that is trampling on the basic premise of a free and open society, by way of denying and abridging our First Amendment rights

NOW THEREFORE, BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby proclaims Monday December 15, 2025 “First Amendment Day” in the City of Poughkeepsie, and urges our residents to reflect on steps that we can take individually and collectively to ensure that the freedoms enshrined in the First Amendment are perpetually protected, defended, respected, honored, exercised, and practiced.

SECONDED BY: _____