



COMMON COUNCIL MEETING

Common Council Chambers

Monday, April 15, 2019

6:30 p.m.

6:00 p.m. Special Informational Meeting

I. ROLL CALL

II. REVIEW OF MINUTES:

Common Council Meeting of January 7, 2019

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

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

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

VI. MAYOR'S COMMENTS:

VII. MOTIONS AND RESOLUTIONS:

1. Resolution R19-42, approving a lease with Verizon for the lease of rooftop space at Hooker Avenue Firehouse and DPW Compound for small cell antennas.
2. Resolution R19-45, setting a public hearing for the proposed rezoning of 504-514 Main Street.

VIII. ORDINANCES AND LOCAL LAWS:

1. Ordinance O-19-01, approving the rezoning of 27 High Street from I-1 (Light Industrial District R-4) to R-4 (High Medium Density Residential) District.

2. Ordinance O-19-04, approving an amendment to Chapter 13 to provide for one handicapped space on Rose Street.

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM KIM M. NORTH**, a notice of personal injuries sustained on February 23, 2019.
2. **FROM CAITLIN RILEY**, a notice of property damage sustained on February 5, 2019.

X. UNFINISHED BUSINESS:

XI. NEW BUSINESS:

XII. ADJOURNMENT:

RESOLUTION
(R19-42)

INTRODUCED BY COUNCILMEMBER PETSAS

WHEREAS, the City of Poughkeepsie has negotiated a Collocation License Agreement with Orange County Poughkeepsie Limited Partnership d/b/a Verizon Wireless for the installation of a mini-single cell antenna in order to provide improved wireless communication coverage; and

WHEREAS, the Agreement is a non-exclusive license covering approximately 66 square feet; and

WHEREAS, the Common Council has determined that this resolution constitutes a Type II action as defined by the New York State Environmental Quality Review Act and 6 NYCRR Park 617;

NOW, THEREFORE, BE IT

RESOLVED, that the Common Council approves the Collocation License Agreement in form and substance as attached hereto and further authorize the Mayor and/or City Administrator to execute the agreement in form and substance as attached hereto and as approved by the Corporation Counsel.

SECONDED BY COUNCILMEMBER _____.

COLLOCATION LICENSE AGREEMENT

This License Agreement (the "Agreement") made this ____ day of _____, 2019, between the **City of Poughkeepsie**, with a mailing address of 62 Civic Center Plaza New York _____ hereinafter designated ("**LICENSOR**") and **Orange County Poughkeepsie Limited Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated ("**LICENSEE**"). **LICENSOR** and **LICENSEE** are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** **LICENSOR** hereby grants a non-exclusive license to **LICENSEE** of approximately 66 square feet of space (the "**Ground Space**") and necessary attachment on the roof (the "**Rooftop Space**") of the building (the "**Building**") located at 224 Hooker Avenue, City of Poughkeepsie, County of Dutchess, State of New York, (the Building and such real property are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "**Antenna Space**"); together with such additional space on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "**Cabling Space**") running between and among the Ground Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of **LICENSEE**'s communications facility. The Ground Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "**Premises**" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, **LICENSOR** agrees to grant **LICENSEE** or the local utility provider the right to install such utilities on, over and/or under the Property for **LICENSEE** to operate its communications facility, provided the location of such utilities shall be as reasonably designated by **LICENSOR**. **LICENSOR** agrees to grant **LICENSEE**, Verizon New York, Inc., or any other local utility or fiber provider, at its own cost, the right to install such utilities or fiber on, over and/or under the Premises necessary for **LICENSEE** to operate the Communication Facilities, as amended herein.

2. **CONDITION OF PROPERTY.** **LICENSEE** has an opportunity to inspect the Property and accepts same in an "as-is" condition. **LICENSOR** makes no representations to **LICENSEE** as to the condition of the Property. **LICENSEE** represents to **LICENSOR** that at the time of the execution of the license Agreement it has had an opportunity to inspect the premises for its intended purpose and has determined that the Property is in a condition acceptable to **LICENSEE**.

3. **TERM; RENTAL.**

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the date this license Agreement is signed by both Parties (the "**Commencement Date**") at which time rental

payments shall commence and be due at a total annual rental of \$4,200.00 to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LICENSOR and LICENSEE acknowledge and agree that initial rental payment shall not actually be sent by LICENSEE until ninety (90) days after the Commencement Date.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LICENSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE such Rental Documentation. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE, however, upon the supplying of the requisite Rental Documentation, LICENSEE shall make all rental payments then due without setoff

4. ELECTRICAL. LICENSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LICENSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LICENSEE's installation. In the event such sub-meter is installed, the LICENSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LICENSOR shall read LICENSEE's sub-meter on a monthly basis and provide LICENSEE with an invoice for LICENSEE's power consumption on an annual basis. Specifically, after the expiration of each calendar year, LICENSOR shall determine LICENSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LICENSEE's sub-meter on a monthly basis and the electricity bills received by LICENSOR throughout such calendar year. Each invoice shall reflect charges only for LICENSEE's power consumption based on the average kilowatt hour rate actually paid by LICENSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LICENSOR to LICENSEE at Verizon Wireless, Accounts Payable – Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com, shall be provided to LICENSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LICENSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LICENSOR fails to deliver an invoice to LICENSEE within the Invoice Period, LICENSOR waives any right to collect any electrical charges from LICENSEE for the subject calendar year. LICENSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LICENSOR.

LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property

in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS.

a. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LICENSEE or LICENSOR terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

b. EXTENSION RENTALS. Beginning on the annual anniversary of the Commencement Date and continuing each year thereafter that this Agreement remains in effect, the annual rental shall be equal to one hundred and one percent (101%) of the annual rental payable with respect to the immediately preceding year.

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with

extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LICENSOR and LICENSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LICENSOR and LICENSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LICENSEE is not in default hereunder beyond applicable notice and cure periods, LICENSEE or LICENSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to the other Party.

11. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other LICENSEES of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue, unless LICENSEE'S use of the Property interfere's with LICENSOR's use of the Property as a Fire House and the necessary public safety communication equipment are impacted. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE

shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LICENSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LICENSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LICENSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LICENSOR, LICENSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. In the event that LICENSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LICENSOR under this Agreement, then LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LICENSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LICENSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LICENSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Poughkeepsie
ATTN: CITY ADMINISTRATOR
62 Civic Center Plaza
Poughkeepsie, New York 12601

With Copy to:
City of Poughkeepsie
Attn: Fire Chief
505 Main Street
Poughkeepsie, New York 12601

LICENSEE: Orange County – Poughkeepsie Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business in the Building; provided, however, that if the nature of LICENSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

21. ENVIRONMENTAL.

a. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LICENSEE in the Premises.

b. LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LICENSEE.

c. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days

prior written notice to LICENSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

23.

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

25. MOST FAVORED LICENSEE. LICENSOR represents and warrants that the rent, benefits and terms and conditions granted to LICENSEE by LICENSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LICENSOR to other parties. If at any time during the Term LICENSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LICENSOR shall, within 30 days after the effective date of such offering, notify LICENSEE of such fact and offer LICENSEE the more favorable offering. If LICENSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LICENSEE. LICENSEE shall have the right to decline to accept the offering. LICENSOR's compliance with this requirement shall be subject, at LICENSEE's option, to independent verification.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR: City of Poughkeepsie

By: _____

Name: MARC NELSON

Its: City Administrator

Date: _____

WITNESS

**LICENSEE: Orange County – Poughkeepsie
Limited d/b/a Verizon Wireless**

By: Verizon Wireless of the East LP, its general partner

By: Cellco Partnership, its general partner s

By: _____

Name: _____

Its: _____

Date: _____

WITNESS

EXHIBIT "A"

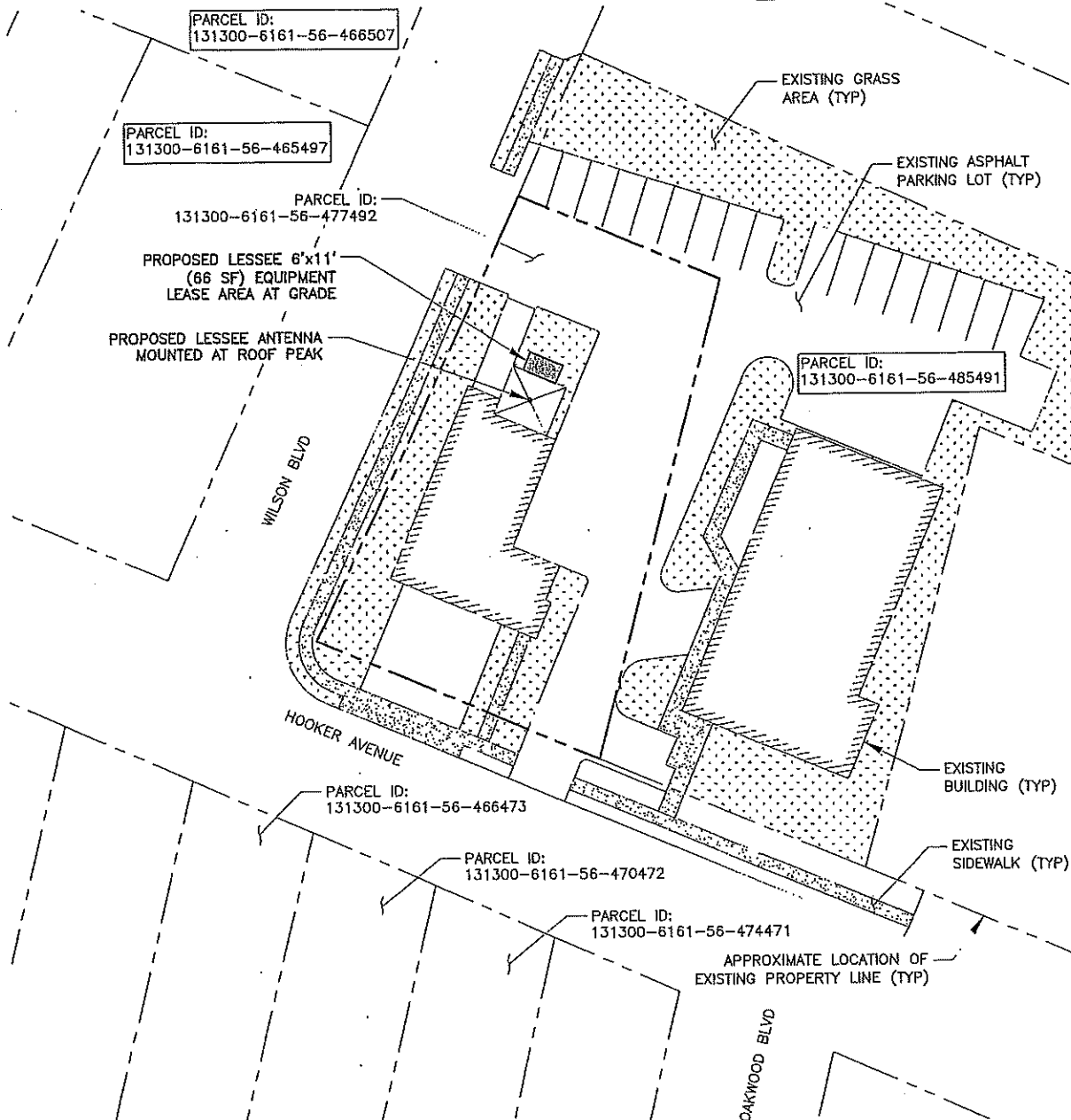
**SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE
ANTENNA SPACE AND CABLING SPACE**



SITE INFORMATION

COORDINATES: 41.587214° N
73.912772° W

GROUND ELEVATION: 176'± AMSL



NOTE

1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.

PROPERTY PLAN

SCALE: 1" = 50'



Tectonic[®]

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering & Surveying Consultants P.C.
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110

www.tectonicengineering.com

HOOKER WILSON MICRO - LEASE EXHIBIT

PROJECT #: 20171566178 - LOCATION CODE: 443729

224 HOOKER AVENUE - CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NY 12603**verizon[®]**

(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:9726.03

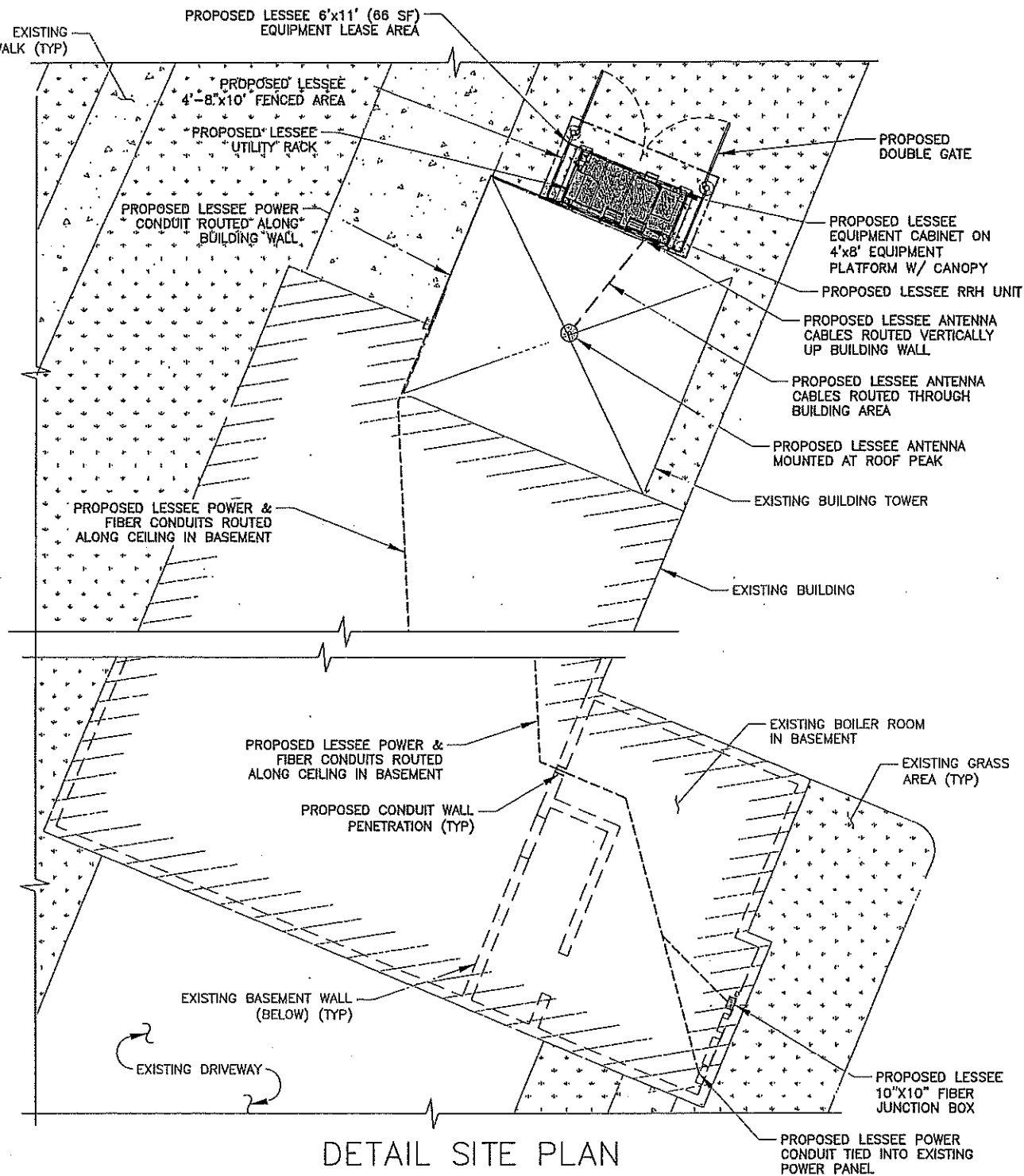
ISSUED BY: JF

DATE: 3/15/19

SCALE: AS NOTED

SHEET: EX A

REV: 1



DETAIL SITE PLAN

NOTE:
FINAL FIBER/TELCO ROUTING TO BE DETERMINED BY PROVIDER.

SCALE: 1" = 10'

0 1
ORIGINAL SIZE IN INCHES

Tectonic[®]

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Tectonic Engineering & Surveying Consultants P.C.
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110

www.tectonicengineering.com

HOOKER WILSON MICRO - LEASE EXHIBIT

PROJECT #: 20171566178 - LOCATION CODE: 443729

224 HOOKER AVENUE - CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NY 12603

verizon[®]

(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:9726.03

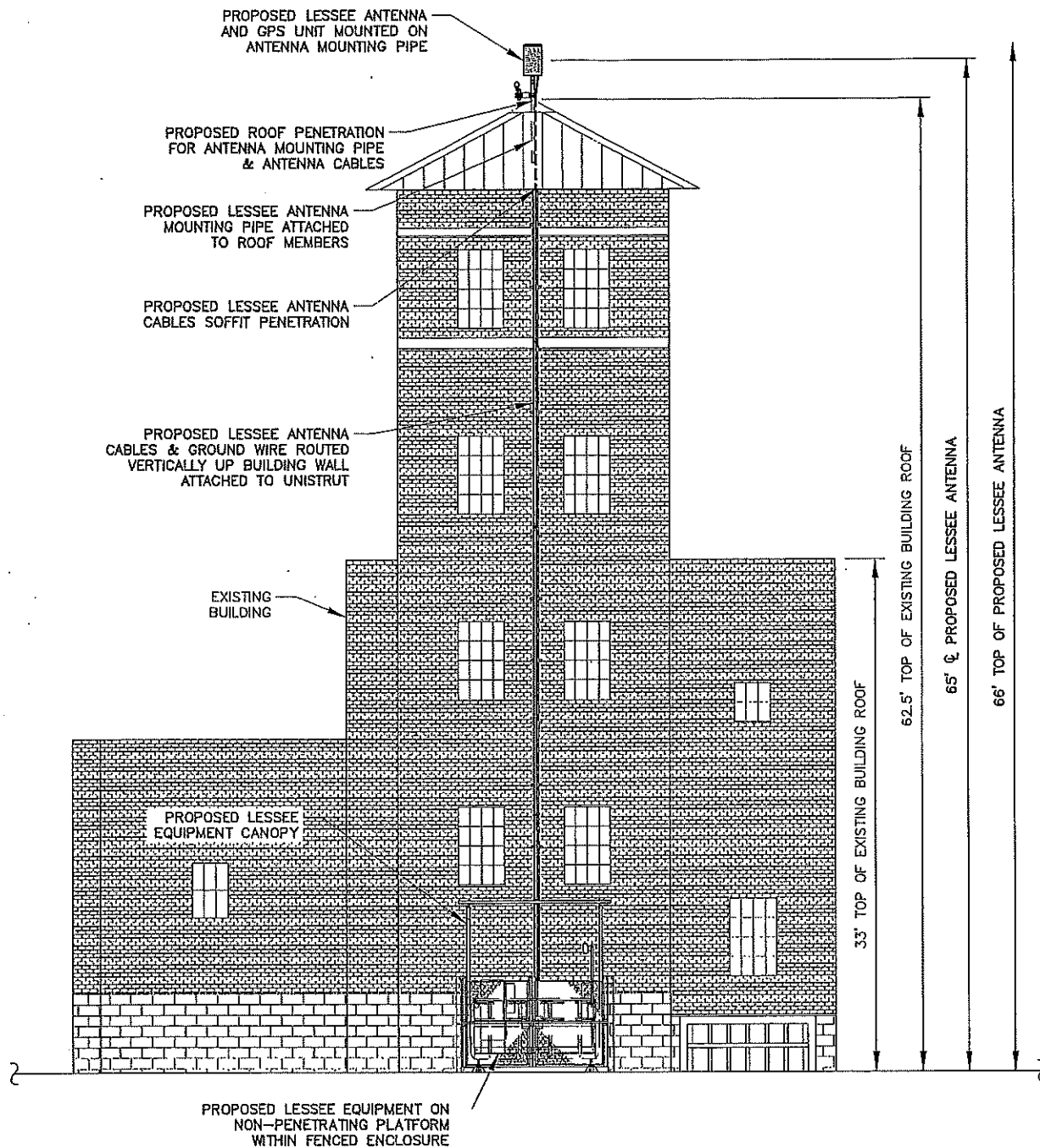
ISSUED BY: JF

DATE: 3/15/19

SCALE: AS NOTED

SHEET: SP

REV: 1



PARTIAL ELEVATION

SCALE: 1" = 10'

0 1
ORIGINAL SIZE IN INCHES

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering & Surveying Consultants P.C.
36 British American Blvd.
Suite 101
Latham, NY 12110

Phone: (518) 783-1630
(800) 829-6531

www.tectonicengineering.com

HOOKER WILSON MICRO - LEASE EXHIBIT

PROJECT #: 20171566178 - LOCATION CODE: 443729

224 HOOKER AVENUE - CITY OF POUGHKEEPSIE
DUTCHESS COUNTY, NY 12603

verizon

(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:9726.03

ISSUED BY: JF

DATE: 3/15/19

SCALE: AS NOTED

SHEET: EL

REV: 1

**RESOLUTION INTRODUCING ORDINANCE
AND PROVIDING FOR PUBLIC NOTICE AND HEARING
(R-19-45)**

INTRODUCED BY COUNCILMEMBER CHERRY:

BE IT RESOLVED, that an introductory Zoning Ordinance, entitled “The 2019 Zoning Amendment for Hudson River Housing- 504 to 514 Main Street” and be and it 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 the Common Council hereby appoints and declares its intent to be “Lead Agency” for purpose of SEQRA; 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 at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York, at 6:00 o’clock P.M., on May 6, 2019; and

BE IT FURTHER RESOLVED, that a copy of this introductory local law shall be forwarded by the Clerk to the Planning Board, Zoning Board of Appeals and the Dutchess County Planning Department for their comments; and

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 ten (10) days prior thereto.

SECONDED BY COUNCILMEMBER _____



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: 504, 506-508, 510, 512 & 514 Main Street, Poughkeepsie, NY 12601

CURRENT ZONING: C-3

PROPOSED ZONING: C-1

DESCRIBE THE PROJECT FOR WHICH THE REZONING IS REQUESTED:

New construction of 54 units of affordable housing.

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

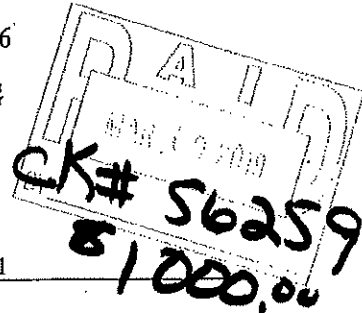
By his/her signature, the applicant vows that: 1) He/She has read this application and is familiar with its contents and that the information provided herein is complete and true to the best of the applicant's knowledge; 2) He/She has read, is familiar with, and understands the requirements of the City 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

Date

510 Main St.
JD# 298050

RECEIVED



PD# 2019-34



**THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING DEPARTMENT
62 CIVIC 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): 504, 506-508, 510, 512 & 514 Main Street

GRID #(s): 6161-23-316981, 6161-23-313982, 6161-23-309983, 6161-23-306985, 6161-23-304986

(ADD ADDITIONAL SHEETS IF NECESSARY)

APPLICANT: Hudson River Housing, Inc.

Street: 313 Mill Street

Town/Zip: Poughkeepsie, NY 12601

Phone: 845-454-5176

Email: mlinge@hudsonriverhousing.org

Applicant is: ☒ 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: _____

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

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

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

OWNER (If not applicant): _____

(If not applicant)

Street: _____

Town/Zip: _____

Phone: _____

Email: _____

Tax Map of Parcels Under Review and Surrounding Area



Las Ventanas on Main
504,506-508,510,512,514 Main Street

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: Las Ventanas on Main Multi-family Development: Rezoning; and Site Plan		
Project Location (describe, and attach a general location map): 510 Main Street, on the southwest corner of Main and South Cherry Street, City of Poughkeepsie, Dutchess County		
Brief Description of Proposed Action (include purpose or need): The proposed action involves the construction of a single 4-story building with 54 dwelling units, driveway and parking area and other site improvements. The proposed multi-family development site is located on a 0.53-acre site in the C-3 (General Commercial) zoning district. The site's existing C-3 zoning would not accommodate the proposed residential use. Accordingly, a petition for rezoning will be required. In addition to rezoning, site plan approval and area variances will be required.		
Name of Applicant/Sponsor: Hudson River Housing, Inc., Mary Linge, Director of Real Estate Development		Telephone: (845) 454-5176, ext 501
		E-Mail: mlinge@hudsonriverhousing.org
Address: 313 Mill Street		
City/PO: Poughkeepsie	State: NY	Zip Code: 12601
Project Contact (if not same as sponsor; give name and title/role): Andrew Learn, PE, CPL		Telephone: 845-454-3411, ext 20
		E-Mail: ALearn@CPLteam.com
Address: 9 Elks Lane		
City/PO: Poughkeepsie	State: NY	Zip Code: 12601
Property Owner (if not same as sponsor): Piedmont Properties		Telephone:
		E-Mail:
Address: 6030 Route 82		
City/PO: Stanfordville	State: NY	Zip Code: 12581

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	Petition for rezoning	
b. City, Town or Village ☒ Yes ☐ No Planning Board or Commission	Site plan approval	
c. City, Town or ☒ Yes ☐ No Village Zoning Board of Appeals	Area variance under C-1 zoning	
d. Other local agencies ☐ Yes ☒ No	City of Poughkeepsie Department of Public Works for Curb Cut	
e. County agencies ☒ Yes ☐ No	Dutchess County sewer and water; and 239 l&m referral to County Planning Board	
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☐ Yes ☒ No		
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):

Greenway Compact; and Main Street Economic Development Strategy

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?
The proposed action is located in the C-3 (General Commercial) zoning district. However, a petition for rezoning to the C-1 zoning district will be required. In addition to rezoning, site plan approval will be required.

b. Is the use permitted or allowed by a special or conditional use permit? Please see response to C.3.a above. ☐ Yes ☒ No

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

If Yes,

i. What is the proposed new zoning for the site? C-1 (Neighborhood Commercial)

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; Dutchess County Sheriff; and New York State Police

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

City of Poughkeepsie Fire Department; and EMStar Ambulance and Mobile Life Support Services

d. What parks serve the project site?

Bartlett Park; Pershing Avenue Park; and Christ Episcopal Church Urban 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)? Multifamily residential

b. a. Total acreage of the site of the proposed action? 0.53 acres

b. Total acreage to be physically disturbed? 0.43 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.53 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: 18 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	_____	_____	_____	54
At completion of all phases	_____	_____	_____	54

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? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☒ No	
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: _____ 6,820 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: _____ 6,820 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): _____
Residential 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 Sewer 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 _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____ • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☒ No ☐ Yes ☐ No ☐ Yes ☐ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?	☐ Yes ☐ No	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) Stationary sources for heating the residential building _____	☒ 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 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 _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within 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 N/A 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%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ 7 AM to 7 PM • Saturday: _____ 7 AM to 7 PM • Sunday: _____ 7 AM to 7 PM • Holidays: _____ 7 AM to 7 PM </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ 24 hours/day • Saturday: _____ 24 hours/day • Sunday: _____ 24 hours/day • Holidays: _____ 24 hours/day </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ 7 AM to 7 PM • Saturday: _____ 7 AM to 7 PM • Sunday: _____ 7 AM to 7 PM • Holidays: _____ 7 AM to 7 PM	ii. During Operations: • Monday - Friday: _____ 24 hours/day • Saturday: _____ 24 hours/day • Sunday: _____ 24 hours/day • Holidays: _____ 24 hours/day
i. During Construction: • Monday - Friday: _____ 7 AM to 7 PM • Saturday: _____ 7 AM to 7 PM • Sunday: _____ 7 AM to 7 PM • Holidays: _____ 7 AM to 7 PM	ii. During Operations: • Monday - Friday: _____ 24 hours/day • Saturday: _____ 24 hours/day • Sunday: _____ 24 hours/day • Holidays: _____ 24 hours/day		

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: The proposed action will produce noise during construction during the hours set forth in response to D.2.I, above, which will be temporary. _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: Pole-mounted and wall-mounted fixtures will provide lighting for safety and security. The lighting layout will be determined as part of site plan review. _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No If Yes: N/A 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): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0.43	+0.43
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.53	0	-0.53
• 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	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Landscaping</u>	0	0.1	+0.1

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☒ No
 If Yes,
 i. Identify Facilities: _____

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

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

 iii. Describe any development constraints due to the prior solid waste activities: _____

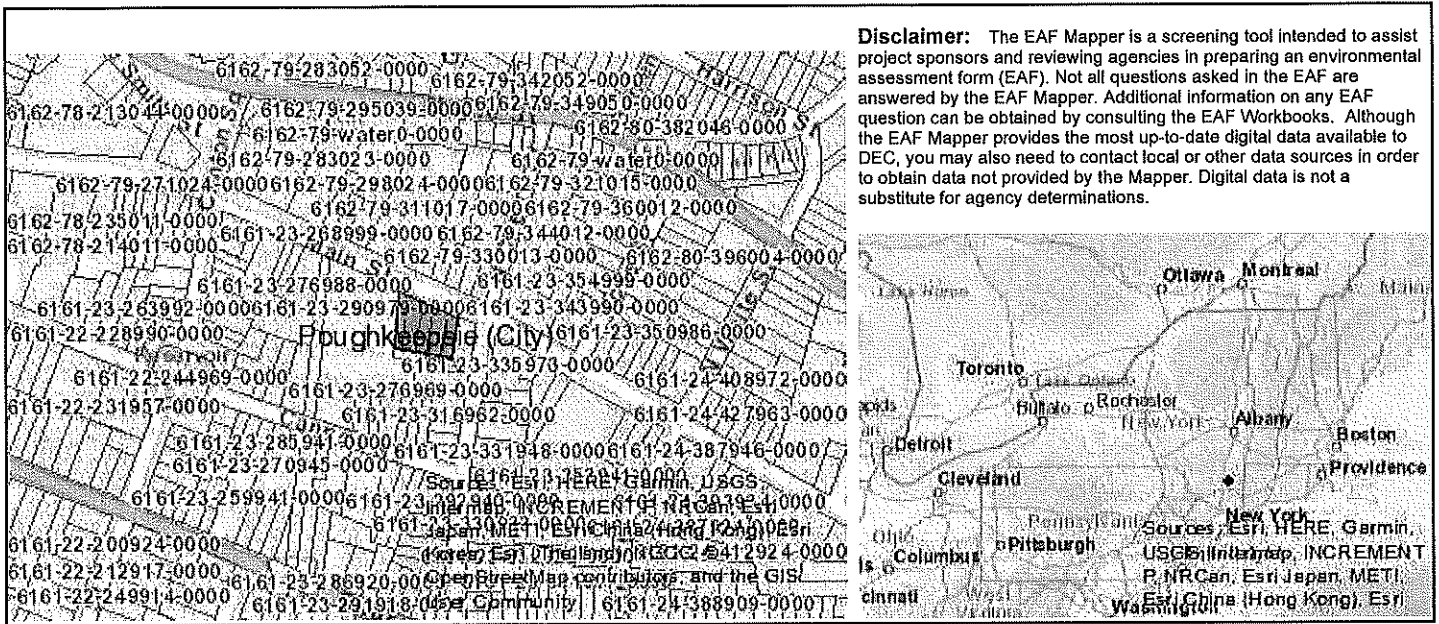
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
 If Yes:
 i. Describe waste(s) handled and waste management activities,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

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

 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No
 If yes, provide DEC ID number(s): B00148, C314126
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
 B00148: remediation completed; and 0.2 miles from the project site. C314126: remedial work is underway; and 0.35 miles from the project site.

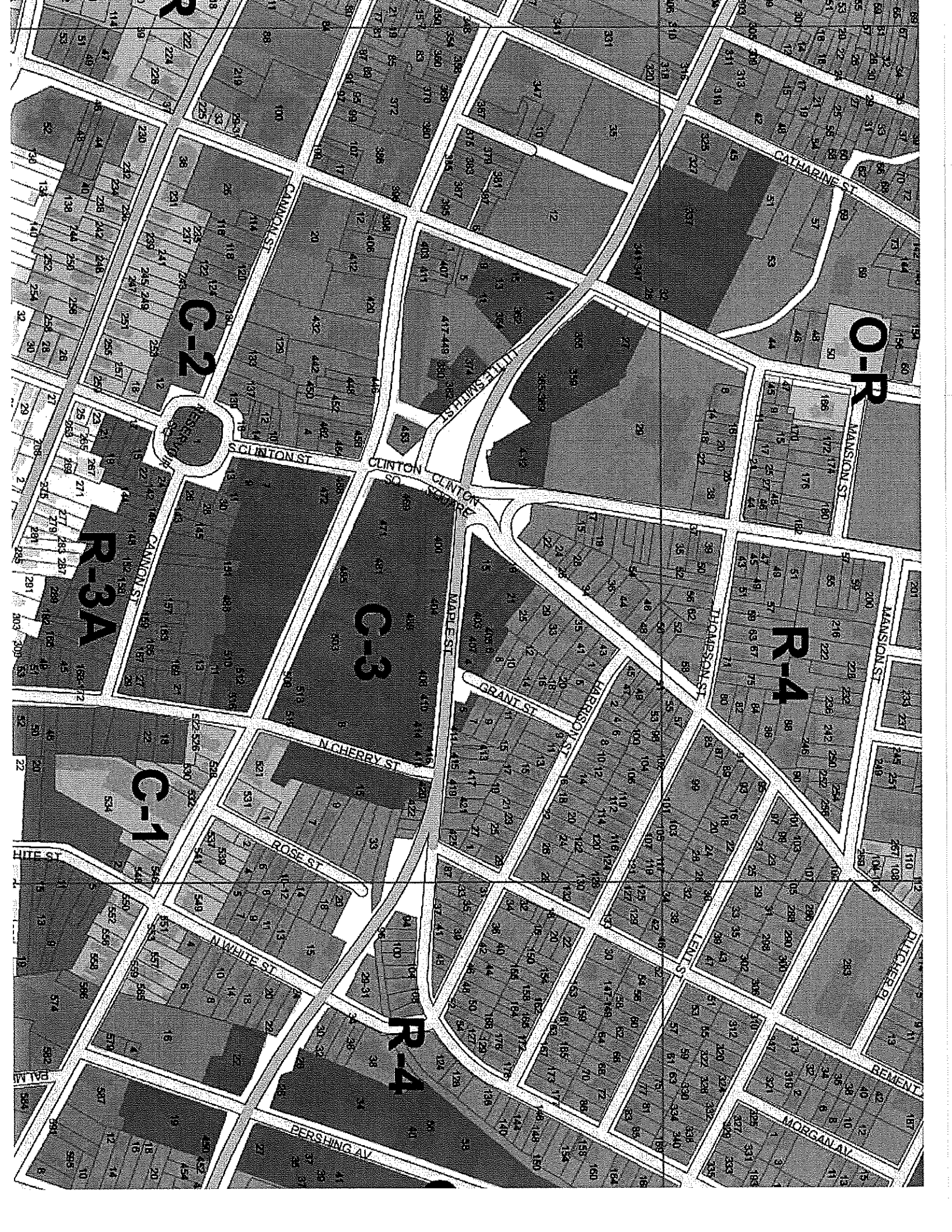
v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No																			
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____																			
E.2. Natural Resources On or Near Project Site																			
Previously disturbed site with 99%																			
a. What is the average depth to bedrock on the project site? _____ >6.6 feet Ur (Urban land) soils																			
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %																			
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Ur (Urban land)</td> <td style="width: 40%; text-align: right;">99 %</td> </tr> <tr> <td>DxB (Dutch-Cardigan-Urban)</td> <td style="text-align: right;">1 %</td> </tr> <tr> <td></td> <td style="text-align: right;">%</td> </tr> </table>		Ur (Urban land)	99 %	DxB (Dutch-Cardigan-Urban)	1 %		%												
Ur (Urban land)	99 %																		
DxB (Dutch-Cardigan-Urban)	1 %																		
	%																		
d. What is the average depth to the water table on the project site? Average: _____ >6 feet																			
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">☐ Well Drained:</td> <td style="width: 60%; text-align: right;">_____ % of site</td> </tr> <tr> <td>☒ Moderately Well Drained:</td> <td style="text-align: right;">100 % of site</td> </tr> <tr> <td>☐ Poorly Drained:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☐ Well Drained:	_____ % of site	☒ Moderately Well Drained:	100 % of site	☐ Poorly Drained:	_____ % of site												
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☒ Moderately Well Drained:	100 % of site																		
☐ Poorly Drained:	_____ % of site																		
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">☒ 0-10%:</td> <td style="width: 60%; text-align: right;">100 % of site</td> </tr> <tr> <td>☐ 10-15%:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ 0-10%:	100 % of site	☐ 10-15%:	_____ % of site	☐ 15% or greater:	_____ % of site												
☒ 0-10%:	100 % of site																		
☐ 10-15%:	_____ % of site																		
☐ 15% or greater:	_____ % of site																		
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="width: 20%; text-align: right;"> ☐ Yes ☒ No </td> </tr> <tr> <td> ii. Do any wetlands or other waterbodies adjoin the project site? </td> <td style="text-align: right;"> ☒ Yes ☐ No </td> </tr> </table> The Fall Kill is a stream, which is located over 370' from the site is shown as a Federal NWI feature in Dutchess Parcel Access mapping. If Yes to either i or ii, continue. If No, skip to E.2.i. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"> 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="width: 20%; text-align: right;"> ☒ Yes ☐ No </td> </tr> </table> iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 50%;">Name _____</td> <td style="width: 40%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</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?	☒ Yes ☐ No	iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?	☒ Yes ☐ No	• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
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iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?	☒ Yes ☐ No																		
• Streams:	Name _____	Classification _____																	
• Lakes or Ponds:	Name _____	Classification _____																	
• Wetlands:	Name _____	Approximate Size _____																	
• 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: _____																			
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: 10%;">i. Name of aquifer:</td> <td>_____</td> </tr> </table>		i. Name of aquifer:	_____																
i. Name of aquifer:	_____																		

m. Identify the predominant wildlife species that occupy or use the project site: Urban wildlife including: squirrels; and weeds. other rodents; birds; various insects; and urban plant life including: grass and		
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____		
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____ _____ _____		
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____ _____ _____		
E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____		
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____		
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____		



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]	B00148, C314126
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

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 Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Eligible property:former Trolley Barn, Poughkeepsie Underwear Factory, Booth, O. H., Hose Company
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No





February 26, 2019

Natalie Quinn, Senior Planner
City of Poughkeepsie Planning & Zoning
Municipal Building, P.O. Box 300
Poughkeepsie, NY 12602

RE: 504, 506-508, 510, 512 & 514 Main Street, Poughkeepsie.

Dear Ms. Quinn,

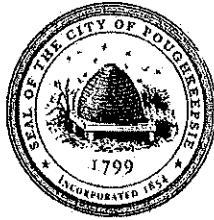
Please accept this letter as authorization for Hudson River Housing to submit an application for rezoning of the above referenced lots. If I can be of any further assistance, please contact me at (914) 456-1822. Thank you.

Sincerely,

Robert Palombo
Piedmont Properties of Dutchess, LLC

PO Box 4976, 106 Little Market Street, Suite A, Poughkeepsie, NY 12601
P.845.868.1239 | F.845.485.1220





**THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING & ZONING
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4055 Fax: (845) 451-4006**

MEMORANDUM OF TRANSMITTAL

To: Common Council
From: Natalie Quinn, Director of Planning
Date: April 10, 2019
Re: Rezoning Application for 504-514 Main Street

The contiguous properties of 504-514 Main Street are currently zoned as General Commercial (C-3). The applicant requests that the properties be rezoned to Neighborhood Commercial (C-1) in order to facilitate the development of *Las Ventanas on Main*, a multi-family housing development.

LOCATION COMPATIBILITY

Hudson River Housing is requesting the rezoning of approximately 0.53 acres along Main Street, tax parcels 6161-23-304986, 6161-23-306985, 6161-23-309983, 6161-23-313982 & 6161-23-316981. The subject properties are currently vacant unimproved land.

As illustrated in the map below, the properties bordering the proposed site to the north and west are zoned as General Commercial (C-3). Properties to the south are zoned as Central Medium Density Residential (R-3A), and properties to the east are zoned as Neighborhood Commercial (C-1).

Figure 1



INTENT AND OBJECTIVES OF THE PROPOSED REZONE DISTRICT

The purpose of the existing C-3 District is to provide for a wide range of commercial and limited industrial uses. The uses permitted by right include: wholesale businesses, warehouses and building material storage and sale, building, plumbing and electrical contractors, cold storage plants, beverage distributor, baking and other food processing plant, automobile repair (heavy and light) and motor vehicle service stations and gasoline pumps as part of another use, animal hospitals and boarding and/or breeding of animals, and printing plants. All of these uses have the potential to negatively impact the quality of life for any adjacent residential uses. Some less intense uses are also permitted by-right in a C-3 District, such as retail stores, restaurants, hotels, arts and craft studios, and mixed use buildings.

The purpose of the C-1 District, on the other hand, is to provide areas within residential neighborhoods for local commerce with a range of retail stores and services that cater to regular needs of nearby residents. Unlike the C-3 District, permitted uses within a C-1 District include single-family and two-family dwellings, townhouses, and multifamily dwellings by right. The C-1 District, and the range of uses permitted, is eminently more compatible with the surrounding zoning districts and existing uses, with the potential for a more mutually beneficial relationship than currently exists.

COMPREHENSIVE PLAN

The proposed parcels are included within the Main Street Economic Development Area within the City's 1998 Comprehensive Plan. The Upper Main Street section, Clinton Street to Grand Avenue, is identified as one of the three target areas along Main Street. With regards to potential uses and strategies for this portion of the Main Street, the Comprehensive Plan is relatively silent on uses, and instead focuses on the need for a building analysis and code enforcement to reduce the number of vacant and potentially dangerous structures on the 500 block. The Comprehensive Plan also recommends "streetscape improvements to complement that found on the 200 and 300 blocks and a façade improvement program" (Section 5.0, Page 5-10).

It should be noted that the City of Poughkeepsie Comprehensive Plan is now 20 years old. Best practices within the planning field recommend that a Comprehensive Plan be updated every 10 to 15 years. The Planning Department has every intention of updating the Comprehensive Plan in the future to better reflect the city's vision and speak more directly to proposals currently coming before the Common Council, Planning Board, Zoning Board of Appeals, and the city's other advisory boards and commissions.

ECONOMIC FUNCTIONALITY

The site's potential functionality in the future as a General Commercial (C-3) parcel is difficult to predict. The parcel has sat vacant for a number of years while zoned C-3. The current development proposal requires that the parcels be rezoned as C-1 since new multi-family

buildings are not permitted in the existing C-3 District, and it is not likely that the project would meet the criteria required for the granting of a use variance.

ANALYSIS & CONCLUSION

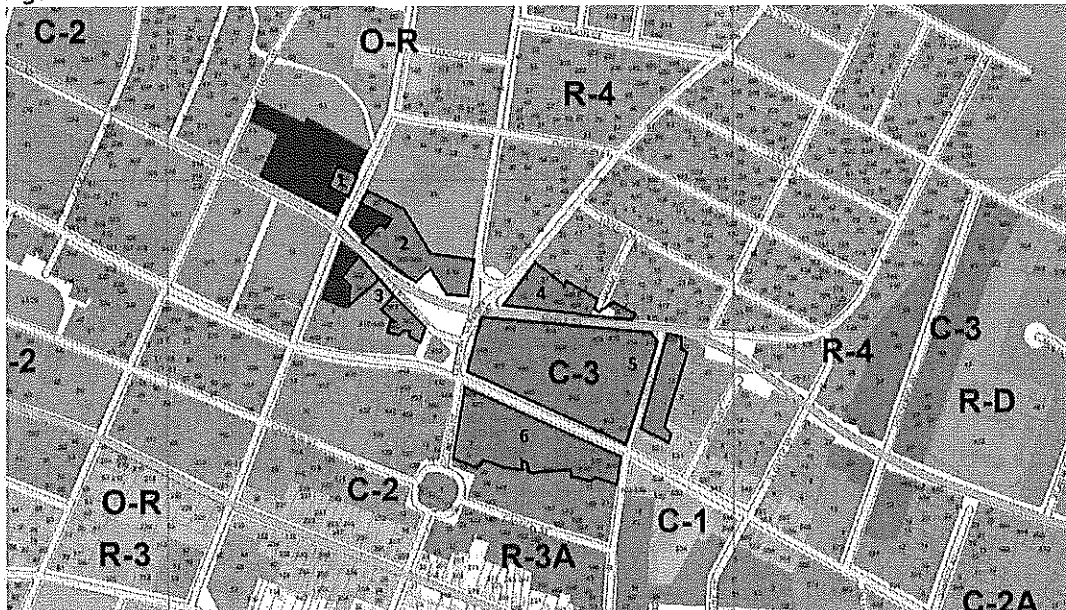
With regards to the question before the Common Council – whether the property is more appropriately zoned as C-3 General Commercial or C-1 Neighborhood Commercial – it is the opinion of the Planning Department that the site is more appropriately zoned as a C-1 District.

Due to the existing residential neighborhood to the south, utilization of the site as residential, especially multi-family residential, will provide a beneficial transition between higher intensity commercial uses to the north and the R-3A residential area to the south. Overall, use of the site for any of the uses permitted in a C-1 will be less harmful to the existing residential neighborhoods to the south.

It is the opinion of the Planning Department that there are two options for rezoning. If the Common Council agrees that the proposed parcels of 504-514 Main Street are better suited as C-1, it would make sense for additional parcels to be included since they are also subject to the same neighborhood compatibility factors. Inclusion of additional parcels will also maintain a logical transition of districts on the zoning map, avoiding the isolation of a small number of C-1 zoned parcels in an otherwise C-3 District.

Referencing the map below, the Planning Department believes that the Common Council should consider either (A) rezoning all of section 6 to extend the neighboring C-1 District west or (B) rezoning the entire C-3 District (Sections 1-6) to C-1.

Figure 2



(A) Rezone all of Section 6 to C-1

Section	Address	Current Use	Conforming (C-3)	Conforming (C-1)
6	11 S. Clinton St	Single-Family Residence	N	Y
6	9 S. Clinton St	Multi-family	SP*	Y
6	7 S. Clinton St	Vacant / Restaurant	Y	Y
6	472 Main St	Fast Food Restaurant	SP	SP
6	468 Main St	Mixed Use (Resi & Comm)	Y	SP
6	488 Main St	Retail	Y	Y
6	508-514 Main St	Proposed: New Multifamily	N	Y
6	516 Main St	Auto Wash	Y	N

*Special permit only permits the development of multi-family housing in existing structures.

Section 6 refers to the block on the southern side of Main Street between S. Clinton Street and S. Cherry Street. If the parcels in section 6 were to be rezoned from C-3 to C-1, the number of non-conforming uses would be reduced from two to one.

(B) Rezone the entire C-3 District (Sections 1-6) to C-1 and PID-CE.

If the Common Council were to consider a larger, more comprehensive rezoning, it is the recommendation of planning staff that 27, 28, and 32 N. Hamilton Street be rezoned to Creative Edge (PID-CE) and the remainder of the parcels in the existing C-3 District be rezoned to C-1 Neighborhood Commercial.

Rezoning the existing C-3 District (sections 1-6) to Neighborhood Commercial (C-1) would bring the district more in line with surrounding districts on all sides:

- In the area immediately adjacent to Section 6, the zoning district is Central Medium Density Residence (R-3A) District, where the maximum number of dwelling units is four. The overwhelming majority of buildings in the surrounding neighborhoods are one, two and three family dwellings.
- In the area immediately to the east of Section 5 the zoning district is Medium High Density (R-4) District. There is a major residential development, also by Hudson River Housing, currently taking place in this neighborhood.
- In the area immediately adjacent to Section 4, the zoning district is Medium High Density (R-4) District. The overwhelming majority of buildings in the surrounding neighborhoods are one, two and three family dwellings.
- In the area immediately adjacent to Section 3, the zoning district is PID (shown in grey in Figure 2), with the majority of buildings containing mixed uses which include significant residential components.
- In the area immediately adjacent to Section 2, the zoning district is Medium High Density (R-4) District. The only lot bordering this section is the Poughkeepsie Family Partnership Center.

- In the area immediately adjacent to Section 1, the zoning district is Medium High Density (R-4) District to the north and PID to the west and south. These areas contain office buildings, a church, and a mix of residential uses including two and three family dwellings, and apartment buildings with four or more units.

As illustrated in the table below, non-conforming uses would be reduced from 13 to 9. Furthermore, uses such as two-family and three-family residences would become permitted uses, whereas uses such as warehousing, car washes, and automobile sales would become nonconforming uses. Heavy auto-repair uses would become special permit uses, subject to additional requirements to protect public safety and reduce traffic hazards.

Section	Address	Current Use	Conforming (C-3)	Conforming (C-1)
1	28 N. Hamilton St	Multi-family	SP*	Y (Conforms to PID-CE)
1	32 N. Hamilton St	Multi-family	SP*	Y (Conforms to PID-CE)
2	27 N. Hamilton St	Multi-family	SP*	Y (Conforms to PID-CE)
2	355 Mill St	Storage/Warehouse/Distrib.	Y	N
2	359 Mill St	Mixed Use (Resi & Comm)	Y	SP
2	365-369 Mill St	Auto Washes	Y	N
2	4-12 N. Clinton St	Auto Repair	Y	SP**
3	362 Mill St	Storage/Warehouse/Distrib.	Y	N
3	364 Mill St	Storage/Warehouse/Distrib.	Y	N
3	374 Little Smith St	Auto Repair	Y	SP**
3	380 Little Smith St	Auto Repair	Y	SP**
3	382 Little Smith St	Auto Sales	SP	N
4	15 Smith St	Place of Worship	Y	SP
4	19 Smith St	Three-Family Residence	N	Y
4	21 Smith St	Multi-family	SP*	Y
4	403 Maple St	Single-Family Residence	N	Y
4	405 Maple St	Single-Family Residence	N	Y
4	407 Maple St	Single-Family Residence	N	Y
4	4 Grant St	Single-Family Residence	N	Y
4	6 Grant St	Single-Family Residence	N	Y
5	400 Maple St	Mixed Use (Resi & Comm)	Y	Y
5	404 Maple St	Storage/Warehouse/Distrib.	Y	N
5	406 Maple St	Parking	SP	SP
5	408 Maple St	Auto Repair (heavy)	Y	SP**
5	410 Maple St	Two-Family Residence	N	Y
5	412 Maple St	Two-Family Residence	N	Y
5	414 Maple St	Two-Family Residence	N	Y
5	416 Maple St	Single-Family Residence	N	Y
5	418 Maple St	Two-Family Residence	N	Y
5	420 Maple St	Auto Repair (heavy)	Y	SP**
5	469 Main St	Mixed Use (Resi & Comm)	Y	SP
5	471 Main St	Auto Repair & Sales	SP	SP**
5	481 Main St	Beverage Distribution	Y	N
5	485 Main St	Craft Studio	Y	Y
5	489 Main St	Studio / Event Space	Y	Y
5	505 Main St	Municipal Facility	Y	Y
5	509 - 513 Main St	Mixed Use (Resi & Comm)	Y	SP

5	517 Main St	Park	Y	Y
5	519 Main St	Mixed Use (Resi & Comm)	Y	SP
5	8 N. Cherry St	Mixed Use (Resi & Comm)	Y	SP
5	15 N. Cherry St	Vacant / Warehouse	Y	N

*Special permit only permits the development of multi-family housing in existing structures

**Motor vehicle service stations or gasoline pumps are permitted as part of another use, provided that the meet certain restrictions regarding traffic hazards, public safety, distance from public institutions and residential districts, and requirements that all service or repair of motor vehicles shall be conducted in a building enclosed on all sides.

ORDINANCE
(O-19-01)
ORDINANCE AMENDING CHAPTER XIX, SECTION 19-3.2 OF
THE CITY OF POUGHKEEPSIE CODE OF ORDINANCES
ENTITLED ZONING MAP

INTRODUCED BY COUNCILMEMBER MCNAMARA:

BE IT ORDAINED, by the Common Council of the City of Poughkeepsie as follows:

SECTION 1: The official Map of the City of Poughkeepsie as adopted by the Common Council on February 20, 1979, as amended, is further amended as follows:

Parcel # 6162-55-267439 – 27 High Street to be rezoned from I-1 (Light Industrial) District to R-4 (Medium High Density Residential) District.

SECTION 2: That the City Chamberlain be and is hereby directed to amend the official Zoning Map in accordance with this Ordinance.

SECTION 3: That the Common Council of the City of Poughkeepsie, after a review of the facts, finds that the site is more appropriately zoned as an R-4 District. Due to the existing surrounding uses, utilization of the site as multi-family residential, will provide a beneficial transition between industrial uses to the North and East, and lower density residential uses to the South and West. Use of the site as residential rather than industrial will be less harmful to the existing residential neighborhood and in line with recommendations of the Comprehensive Plan.

SECTION 4: That the Common Council of the City of Poughkeepsie as lead agency has determined that there are no other involved agencies, that the action is an Unlisted Action and upon the Short Environmental Assessment Form and the examination of 6 N.Y.C.R.R. §617.7 of the State Environmental Quality Review Act the attached Negative Declaration is adopted because no Negative impacts anticipated will occur by reason of this text amendment.

SECTION 5: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:



**THE CITY OF POUGHKEEPSIE
NEW YORK
PLANNING & ZONING
62 CIVIC CENTER PLAZA, 2ND FLOOR
POUGHKEEPSIE, NY 12601
Phone: (845) 451-4055 Fax: (845) 451-4006**

MEMORANDUM OF TRANSMITTAL

To: Common Council
From: Natalie Quinn, Senior City Planner
Date: October 18, 2018
Re: Rezoning Application for 27 High Street

Attached to this memorandum please find the following documents:

1. Planning Staff Analysis
2. Proposed Site Plan
3. Letter from Assessor, John Taylor, as requested by Chairwoman Finney

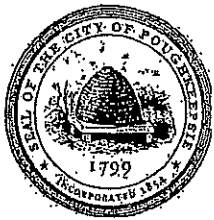
The proposed property is currently located in an I-1 Light Industrial Zoning District, and the applicant is requesting that the property be rezoned to R-4 Medium High Density Residential.

The Applicant is proposing to improve the existing four-story structure and convert it into a multifamily residential building with twenty-four (24) residential units, with approximately 3,000 square feet of the basement floor utilized for professional office space. The Applicant is also proposing the construction of a new four-story structure on the northern portion of the lot to include thirty-nine (39) residential units on the upper three stories and thirty-two (32) parking spaces provided below the structure on the ground floor.

The proposal was first presented to the Common Council as a communication on September 17, 2018. Please see below the applicant's responses to questions that were posed at that meeting.

- We have not approached the IDA for assistance but are not ruling it out. The decision on whether or not to approach the IDA will be determined should the rezoning be adopted by the Common Council and site plan approved by Planning Board.
- The Applicant is proposing 10% affordable housing. We can discuss this further.
- The project was the subject of several RFP's issued by Dutchess County. The Applicant responded to an RFP that was issued by the County in August of 2016. The Applicant was awarded the RFP.
- We have provided the necessary environmental review documentation for the application. Note a Short Form EAF is required unless an application is near or exceeding thresholds described by SEQRA. Regardless, we provided a Part I of a Full Form EAF. The project is suitable for submission to County Planning for GML-239M.

Thank you.



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Planning Staff Analysis

LOCATION COMPATIBILITY

Page Park Associates is requesting the rezoning of approximately 1.23 acres at 27 High Street (tax parcels 6162-62-192294 & 6162-62-180291) from I-1 (Light Industrial) to R-4 (Medium High-Density Residential). The subject properties were originally built as commercial office space and surface parking.

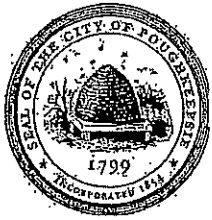
As noted and illustrated in the rezoning application packet submitted by the applicant, the properties bordering the proposed site to the South and West are zoned as R-4. Properties to the North and East of the proposed site are zoned as I-1, with one property facing the proposed site on Zimmer Avenue zoned as G-OM (Office Manufacturing).

As illustrated in the map below, the properties surrounding the proposed site are largely functioning as two- and three-family homes, with some instances of vacant/warehousing uses, single-family uses, and two apartment buildings of 4 units or more.



COMPREHENSIVE PLAN

The proposed parcel is included within the Cottage Street Business Area ("CSBA") within the City's 1998 Comprehensive Plan. The CSBA is identified as one of the three "economic development areas" within the City. The focus area was reviewed especially for "strategies that allow the industrial area to grow in a manner protective of the existing residential neighborhood." (Page 5-17). This section of the Plan, however, focuses on truck traffic rerouting and landscape buffering as strategies to mitigate the impact of industrial land on surrounding residential



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neighborhoods. Although not specifically mentioned within the comprehensive plan, higher density residential between industrial uses and lower density residential uses could also be interpreted as a "buffer" and is not an uncommon "transition zoning" practice in land use planning and zoning.

Section 3.1.3 of the Comprehensive Plan speaks more generally about recommended housing strategies within the city. The section specifically acknowledges that "new multi-family housing targeted toward the large college student market can create new opportunities for housing, and add to the city's population base."

It should be noted that the City of Poughkeepsie Comprehensive Plan is now 20 years old. Best practices within the planning field recommend that a Comprehensive Plan be updated every 10 to 15 years. The Planning Department has every intention of updating the Comprehensive Plan in the future to better reflect the city's vision and speak more directly to proposals currently coming before the Common Council, Planning Board, Zoning Board of Appeals, and the city's other advisory boards and commissions.

ECONOMIC FUNCTIONALITY

With regards to economic functionality as it pertains to estimated tax revenue for the current use and proposed use of the site, please see the attached letter from the City Assessor, John Taylor. With regards to the site's functionality as an industrial site, the property is currently utilized as government offices with printing facilities on the basement level. Prior to Dutchess County, the space was used as office space for IBM.

The site's potential functionality as an industrial zoned parcel in the future is difficult to predict. It is within the realm of possibility to believe that the site could again be utilized as 27,000 SF of office space. However, without recent numbers to say definitively, the perceived vacancy of commercial office space in the city's central business district could indicate an oversupply or underutilization of existing office space. In regards to the potential for the site to be used as industrial space in the future should the rezoning not occur, the immediately adjacent industrially zoned site at 35 High Street, which features a structure better suited for production and manufacturing, is currently utilized as non-industrial commercial and warehouse space.

INTENT AND OBJECTIVES OF THE PROPOSED REZONE DISTRICT

The purpose of R-4 medium high-density residential district is to provide areas for a broad range of housing types with opportunity for appropriate nonresidential uses at a fairly high density commensurate with the scale and characteristics of the city's older neighborhoods; these are areas with access to major transportation arteries and a range of community services.



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Use Requirements

The proposed project will include forty-five (45) one-bedroom units, fifteen (15) two-bedroom units, three (3) studios, and a commercial space of ~3,000 square feet. Multifamily dwellings are permitted by right within the proposed R-4 zoning district. Professional or business offices are permitted by special permit and subject to requirements.

Lot and Bulk Requirements

- Minimum lot area. The minimum required lot area for the proposed development is 147,600 SF based on the proposed unit breakdown (2,200 SF per studio and one-bedroom unit, 2,800 SF per two-bedroom unit). The proposed lot area is 53,579 SF.
 - ❖ An area variance of 94,021 SF, or 63%, will be required.
- Minimum lot width. The proposed project meets the minimum required lot width of 30 feet
- Minimum yard setback. Area variances will likely be required for front and side yard setbacks.
- Maximum height. The maximum height of buildings within an R-4 district is 3 stories or 40 feet.
 - ❖ An area variance of one-story will be required for the proposed new construction. Under R-4 zoning, the existing structure would be classified as a legally non-compliant building, and would not require a height variance.
- Maximum lot coverage. The proposed project is within the maximum allowable lot coverage of 40 percent. With a lot of 55,052 SF, and two buildings totaling a footprint of 20,997 SF, the proposed lot coverage is 38 percent.
- Minimum open space. The minimum required open space for the proposed development is 20,100 SF based on the proposed unit breakdown (200 SF per studio, 300 SF per one-bedroom unit, and 400 SF per two-bedroom unit). Based on the definition of usable open space¹, the proposed site plan proposed 0 SF.
 - ❖ An area variance of 20,100 SF, or 100%, will be required.
- Off-street parking. The minimum required off-street parking for the proposed development is 111 spaces based on the proposed unit breakdown (1 space per studio,

¹ Section 19-2.2 Definitions. "Required open space. There shall be provided in each multiple dwelling or townhouse development, excluding townhouses on fee simple lots, not less than 200 square feet of usable open space for each efficiency unit; 300 square feet of usable open space for each one-bedroom unit; 400 square feet of usable open space for each two-or-more-bedroom unit. For any development containing more than 15 units, such usable open space shall be devoted to improved and landscaped play and sitting areas for use of residents thereof, and the design and layout of the usable open space shall be subject to approval by the Planning Board."



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1.5 spaces per one-bedroom unit, 2 spaces per two-bedroom unit, and 1 space per 300 SF of gross floor area). The proposed site plan includes 96 off-street parking spaces

- ❖ An area variance of 15 spaces, or 13.5% of total required parking, will be required.
- Landscaping. Pursuant to Section 19-4.11, landscape strips will need to be provided along all property lines of multifamily and nonresidential uses.

ANALYSIS & CONCLUSION

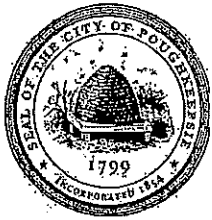
With regards to the question before the Common Council – whether the property is more appropriately zoned as I-1 Light Industrial or R-4 Medium High Density Residential – it is the opinion of the Planning Department that the site is more appropriately zoned as an R-4 District. Due to the existing surrounding uses, utilization of the site as residential, especially multi-family residential, will provide a beneficial transition between industrial uses to the North and East, and lower density residential uses to the South and West. Overall, use of the site as residential rather than industrial will be less harmful to the existing residential neighborhood and in line with recommendations of the Comprehensive Plan.

With regards to aspects of density, site layout, and architecture that will be reviewed by the Planning Board and Zoning Board of Appeals should the rezoning be approved by the Common Council, Planning Staff has additional recommendations.

Planning Staff recommends a reduction in the proposed unit count to minimize the number and percentage of required area variances. A reduction in the proposed unit count and density of the site will reduce the required lot area variance and open space variance, and minimize or remove the necessity of an off-street parking variance.

Additionally, Planning Staff recommends that the applicant consider a townhouse style residential structure for the proposed new structure along Zimmer Avenue. A three-story townhouse structure has the ability to reduce density, eliminate the need for a building height variance, and provide a more compatible architectural transition between the existing structure and the two-family residential structures on Zimmer Avenue.

Finally, Planning Staff strongly recommends that ground floor parking that is currently proposed along Zimmer Avenue be shielded or “wrapped” to prevent negative impacts to the newly proposed streetscape and pedestrian environment.



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OFFICE USE ONLY
CODE: _____
ID # _____
FEES: \$1,000.00

APPLICATION FOR REZONING

PROJECT ADDRESS(ES): 27 High Street

GRID #(s): 6162-62-192294 & 180291

(ADD ADDITIONAL SHEETS IF NECESSARY)

APPLICANT: Page Park Associates

Street: PO Box 792

Town/Zip: Poughkeepsie NY 12602

Phone: 845.471.0191

Email: kelly@pageparkassociates.com

Applicant is: 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: _____

Kelly Libolt

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

Jason Page, Darin Page, Stephen Page, Brian Page

Date that Corporation, LLC, LP, PC D/B/A or Partnership was formed or registered to do business in New York State: 1979

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

OWNER (If not applicant): Dutchess County - See attached correspondence

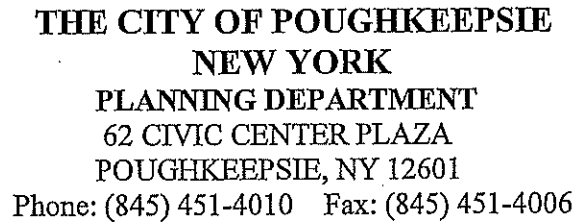
(If not applicant)

Street: _____

Town/Zip: _____

Phone: _____

Email: _____



PROJECT INFORMATION

Date _____



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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 by the Planning Department on the 2nd floor of City Hall, Planning Staff will review it for completeness and consistency with City planning objectives. City Planning Staff will prepare an analysis for the Common Council, which is the body charged with the authority to rezone parcels. Once the application is deemed complete and the analysis completed, 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.

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 project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: High Street		
Project Location (describe, and attach a general location map): 27 High Street		
Brief Description of Proposed Action (include purpose or need): Renovation of existing building for multi family units and construction of a new (nearly identical) building for multi-family residential.		
Name of Applicant/Sponsor: Page Park Associates, LLC		Telephone: 845.471.0191
		E-Mail: kelly@pageparkassociates.com
Address: PO Box 792		
City/PO: Poughkeepsie	State: NY	Zip Code: 12602
Project Contact (if not same as sponsor; give name and title/role): Kelly Libolt		Telephone: 845.471.0191
		E-Mail: kelly@pageparkassociates.com
Address: PO Box 792		
City/PO: Poughkeepsie	State: NY	Zip Code: 12602
Property Owner (if not same as sponsor): Dutchess County		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 Council, Town Board, ☒ Yes ☐ No or Village Board of Trustees	City of Poughkeepsie Common Council Rezone Approval	
b. City, Town or Village ☒ Yes ☐ No Planning Board or Commission	Site Plan Approval Planning Board	
c. City Council, Town or ☒ Yes ☐ No Village Zoning Board of Appeals	Area Variances Zoning Board	
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☒ Yes ☐ No	D.C.239M Review DC Dept. of Health	
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☐ Yes ☐ No		
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 If Yes, 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 Valley Greenway - See Appendix A	
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?

I-L (Light Industrial)

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? R-4 (medium high density residential)

C.4. Existing community services.

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

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

City of Poughkeepsie 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?

None

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)?

b. a. Total acreage of the site of the proposed action? 1.23 acres

b. Total acreage to be physically disturbed? 0.97 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.23 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)? % 100 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 proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 24 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				60
At completion of all phases				60

*See Part F

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

iv. Will 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: _____ 8,250 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 Water District
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No
- Do existing lines serve the project site? ☒ Yes ☐ No

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

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: City of Poughkeepsie Water 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), 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: _____ 8,250 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): _____

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 Sewer Plant
- Name of district: City of Poughkeepsie Sewer District
- 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? ☒ Yes ☐ No • Will line extension within an existing district be necessary to serve the project? ☐ Yes ☒ No If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☒ No If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____ _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☒ Yes ☐ No If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or <u>1.07</u> acres (impervious surface) _____ Square feet or <u>1.23</u> acres (parcel size) ii. Describe types of new point sources. <u>The site will utilize existing discharge points</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>On-site stormwater management and discharging to existing drainage systems</u> _____ • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? ☐ Yes ☒ No	
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐ Yes ☒ No	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☒ Yes ☐ No If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) <u>Heavy construction equipment during construction period</u> ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) <u>Potential temporary heat during construction</u> iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) <u>HVAC units to provide heat and AC to the buildings</u>	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☒ No If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	

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

If Yes:

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

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

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

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

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

If Yes:

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

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

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

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

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

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

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

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

If Yes:

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

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

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.

i. During Construction: ***See Part F**

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____ 24 hrs. / 7 days
- Saturday: _____ 24 hrs. / 7 days
- Sunday: _____ 24 hrs. / 7 days
- Holidays: _____ 24 hrs. / 7 days

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? If yes: i. Provide details including sources, time of day and duration: Noise will exceed ambient noise levels during the construction period only.	☒ Yes ☐ No
ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Describe: _____	☐ Yes ☒ No
n. Will the proposed action have outdoor lighting? If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: Building mounted lighting and site parking lot lighting. Proposed lighting will meet code requirements.	☒ Yes ☐ No
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Describe: _____	☐ Yes ☒ No
o. Does the proposed action have the potential to produce odors for more than one hour per day? If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	☐ Yes ☒ No
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? If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally describe proposed storage facilities: _____	☐ Yes ☒ No
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? If Yes: i. Describe proposed treatment(s): _____	☐ Yes ☒ No
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)? If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ 20 +/- tons per _____ month (unit of time) • Operation : _____ 0.5 tons per _____ month (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: <u>Recycle all re-usable construction and demolition items</u> • Operation: <u>Compliance with all City and County regulations</u> iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: <u>Approved construction and demolition debris sites</u> • Operation: <u>Dutchess County Resource Recovery Facility</u>	☒ Yes ☐ No

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 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): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Coverture	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.01	1.07	+0.06
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• 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	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: <u>Lawn / landscaping</u>	0.19	0.14	-0.05

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☐ No
If Yes,
i. Identify Facilities: _____

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

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

iii. Describe any development constraints due to the prior solid waste activities: _____

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

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

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No
If yes, provide DEC ID number(s): 314074, B00036, B00020 and 314122
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

*See Part F

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? _____ >6 feet

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

c. Predominant soil type(s) present on project site: DxB-Dutchess-Cardigan Urban land 100 %
_____%
_____%

d. What is the average depth to the water table on the project site? Average: _____ >6 feet

e. Drainage status of project site soils: ☒ Well Drained: 100 % of site
☐ Moderately Well Drained: _____ % of site
☐ Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: 40 % of site
☒ 10-15%: 45 % of site
☒ 15% or greater: 15 % of site

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

h. Surface water features.

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

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No

If Yes to either i or ii, continue. If No, skip to E.2.i.

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

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

- Streams: Name Fallkill Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- 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: _____

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

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

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

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

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ *See Part F _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☒ No	
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	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	☐ Yes ☒ No
If Yes: 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? If Yes: i. Describe possible resource(s): <u>Project site is under review by SHPO</u> ii. Basis for identification: _____	☐ Yes ☒ No *See Part F
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: i. Identify resource: <u>Walkway of the Hudson, Hudson Valley Rail Trail</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>State / local park</u> iii. Distance between project and resource: _____ 1 miles.	☒ Yes ☐ No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? 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 ☐ 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 Kelly Libolt Date August 6, 2018

Signature _____ Title Project Manager

PRINT FORM

Full EAF

Part F – Additional Information

C.2 (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?)

- The City of Poughkeepsie, as well as the entire County of Dutchess and all surrounding counties are located within the Hudson River Valley Greenway. Refer to Appendix A for a copy of the map.

D.1 (f) Does the project include new residential uses? If yes, show number of units proposed.

-The proposed project is a single apartment building that will contain approximately 60 units. The units are proposed as follows: 45 one-bedroom units and 15 two-bedroom units.

D.2 (i)(i) Hours of Operation During Construction

-All Construction will take place during the hours permitted for construction per the City Zoning Code. The residential buildings will have operation hours of 24 hr./ 7 days a week.

E.1(h) Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?

-There have been no reported spills or remedial actions on the proposed site however, the site located within 2,000 feet of four sites listed on the NYSDEC Environmental Site Remediation database. Refer to Appendix B for current information on these four sites.

E.2 (m) Identify the predominant wildlife species that occupy or use the project site.

-Typical species within the area include squirrel, local birds, chipmunks, raccoon etc.

E.3(g) Have additional archaeological and historic site(s) or resources been identified on the project site?

-See attached correspondence from OPRHP dated June 6, 2018 in Appendix C.

APPENDIX A

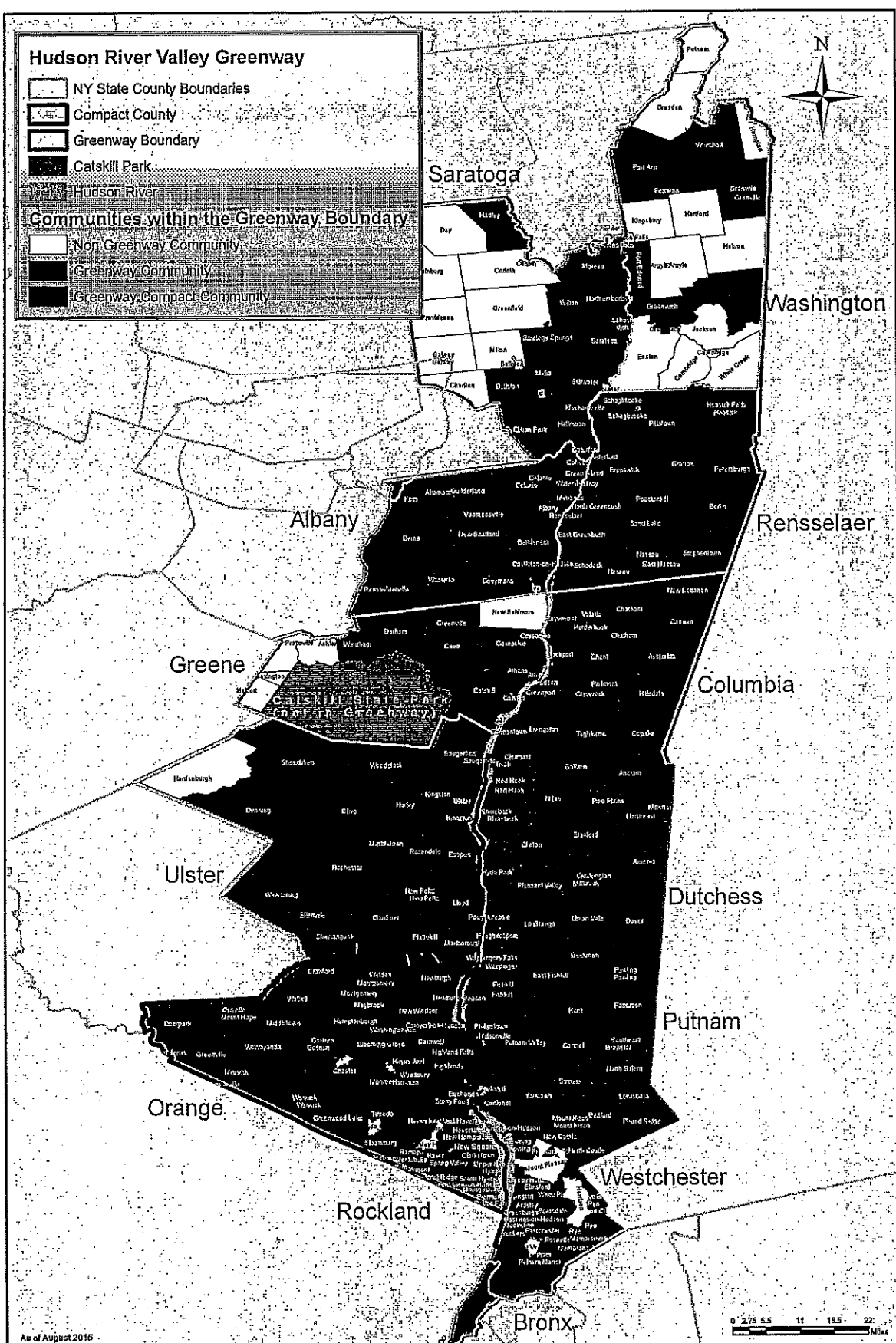
Hudson River Valley Greenway Map

Hudson River Valley Greenway

- NY State County Boundaries
- Compact County
- Greenway Boundary
- Catskill Park
- Hudson River

Communities within the Greenway Boundary

- Non Greenway Community
- Greenway Community
- Greenway Compact Community



NEW YORK
STATE OF
OPPORTUNITY.

**Hudson River
Valley Greenway**

APPENDIX B

Remediation Database Information



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Schatz Plant
Site Code: 314074
Program: State Superfund Program
Classification: 02
EPA ID Number:

Location

DEC Region: 3
Address: 70 FAIRVIEW AVENUE
City:POUGHKEEPSIE Zip: 12601
County:Dutchess
Latitude: 41.71668964
Longitude: -73.92178268
Site Type: STRUCTURE
Estimated Size: 30 Acres

Site Owner(s) and Operator(s)

Current Owner Name: Lot Six Realty Corporation
Current Owner(s) Address: 70 Fairview Avenue
Poughkeepsie, NY, 12601
Current Owner Name: SCHATZ FEDERAL BEARING COMPANY
Current Owner(s) Address: 70 FAIRVIEW AVE.
POUGHKEEPSIE, NY, 12601
Owner(s) during disposal: SCHATZ FEDERAL BEARING COMPANY
Current On-Site Operator: Schatz Federal Bearings Company
Stated Operator(s) Address: 70 Fairview Avenue
Poughkeepsie, NY 12601

Hazardous Waste Disposal Period

From: 1910 **To:** 1981

Site Description

Location: The Schatz Plant Site (Site) is located at 10-70 Fairview Avenue in the City and Town of Poughkeepsie, Dutchess County, New York. The Site consists of four tax parcels and occupies an area of approximately 30 acres. **Site Features:** The original Schatz Plant Facility, two stand-alone buildings, and miscellaneous debris and storage boxes occupy the three northernmost parcels of the Site (~22 acres). A bearing manufacturing plant currently operates on the southernmost parcel of the Site (approx. 8 acres). **Current Zoning and Land Use:** The area south of the Site is primarily industrial, with residential areas located to the north and east. A formerly utilized railroad bed abuts the west side of the Site, and immediately beyond the western boundary is a residential area and medical facilities. **Past Use of the Site:** The Schatz Company began operations at the Site in 1910, started manufacturing ball bearings in 1915, and increased the plant size in 1920 and 1926. The company filed for bankruptcy in 1980 was closed in 1981. The Schatz Company name was purchased in 1983 and Schatz Manufacturing currently produces bearings at a plant located on the southernmost

parcel of the Site at 10 Fairview Avenue, owned by the Schatz Land Company. The remaining three tax parcels making up the Site were purchased in 1988 and are presently owned by Lot Six Realty Corporation and Hudson Valley Management Associates. Currently, the property owner leases space in the former manufacturing facility to various small commercial/industrial entities. **Site Geology and Hydrogeology:** The site geology at the Schatz Plant Site consists of lacustrine silts and fine sands overlying weathered Austin Glen Formation phyllites. The fill and lacustrine sediments (overburden) range in thickness from 0.5 feet to 27 feet. Weathered bedrock ranges in thickness from less than 2 feet to 7 feet on-site. Competent bedrock was found at depths across the site ranging from 7.5 feet to 30 feet below grade. Groundwater flow direction across the site is generally west-northwesterly from Fairview Avenue towards the Hudson River. Groundwater movement in the bedrock is limited primarily to fractures, joints and bedding planes.

Contaminants of Concern (Including Materials Disposed)

Contaminant Name/Type

PCBS (1.7 PPM- 330 PPM) (B007)

TOLUENE, ETHYLBENZENE & XYLENES

polychlorinated biphenyls (PCB)

DRUMS OF WASTE CONTAINING:

Site Environmental Assessment

Nature and Extent of Contamination: Contaminants of concern at the site include PCBs, SVOCs (PAHs), and metals (lead, chromium, arsenic, and antimony). Extensive PCB contamination was found in numerous floor wipe, floor drain, and floor sweeping samples collected within Building #3, the Heat Treatment Building, and the former Rehabilitation Center. In 1996, approximately 1,800 cubic yards of PCB-contaminated soil was removed from the southern edge of the site. In October 2009 USEPA performed an emergency response action to identify, remove and dispose of hazardous materials abandoned in the facility buildings. By March 2011, all of the staged and containerized wastes were shipped off-site for disposal and EPA demobilized from the site. The USEPA evaluated the results of the test pitting and soil sampling performed around the facility in 2010 for possible additional removal action, however, no additional action is planned by the USEPA at this time. The southernmost parcel of the Site has been previously remediated.

Site Health Assessment

Polychlorinated biphenyls (PCBs) were detected in soil at several on-site locations. PCB-contaminated soil was excavated and disposed of at an off-site location in 1996. PCBs have been detected at concentrations above the NYSDOH cleanup guideline on the floors in two on-site buildings and in the soil at several on-site locations. One of the contaminated buildings (#3) is readily accessible. PCBs were detected on the subflooring of the on-site building that previously housed a rehabilitation center; however, since the subfloor is inaccessible, contact with contaminated surfaces is not expected. To minimize potential exposures to contaminated building surfaces, NYSDOH has recommended restricting access to authorized persons only. PCBs were not detected during two rounds of air sampling conducted in the rehabilitation center. Exposures to site-related contaminants in drinking water are not expected since nearby homes and businesses are supplied with public drinking water.

For more Information: E-mail Us





**Department of
Environmental
Conservation**

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Qual Krom Site

Site Code: B00036

Program: Environmental Restoration Program

Classification: C

EPA ID Number:

Location

DEC Region: 3

Address: 28 Orchard Place

City: Poughkeepsie **Zip:** 12602

County: Dutchess

Latitude: 41.712122207

Longitude: -73.926662504

Site Type:

Estimated Size: 0.2 Acres

Site Owner(s) and Operator(s)

Site Description

This 0.2 acre site is located in a residential section in the City of Poughkeepsie. The site is bordered by an abandoned railroad grade and residential housing. The facility was operated as a metal plating facility until 1987 by the same PRP that operated the hazardous waste site Qual Krom, ID No. 314013. The City took ownership in 1988 for back taxes. Abandoned drums were found inside and outside the building. Samples were collected in 1989. A partial removal was performed in 1992. The drums and wastes that were in the building were similar to those removed from the outside the building. In 1996 the USEPA conducted a CERCLA removal action. It included stabilization of the building; containerization of the vat sludges, drums, and labpacks; inventorying, sampling and analysis of all materials for waste characterization; and disposal. This site was initially designated a potential Registry site ('P' site) and was then remediated under the Environmental Restoration Program. Asbestos abatement, building demolition and soil removal has been completed. Based upon the fact that soil cleanup numbers for unrestricted residential use were met in the excavation confirmation samples, an Environmental Easement will not be required for the property.

Contaminants of Concern (Including Materials Disposed)

Contaminant Name/Type

arsenic

lead

mercury

chromium

Site Environmental Assessment

The primary contaminants of concern at the site are metals. The site has been remediated. Asbestos abatement, building demolition and soil removal has been completed. An Environmental Easement will not be required for the property

Site Health Assessment

This site no longer represents a public health concern because metals-contaminated soils were excavated and properly disposed off-site and municipal water serves the area.

For more Information: E-mail Us

[Refine This Search](#)



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Former Hamilton Reproduction

Site Code: B00020

Program: Environmental Restoration Program

Classification: C

EPA ID Number:

Location

DEC Region: 3

Address: 166-186 North Hamilton Street

City: Poughkeepsie (c) . Zip: 12601-

County: Dutchess

Latitude: 41.71181953

Longitude: -73.92125559

Site Type:

Estimated Size: 1.96 Acres

Institutional And Engineering Controls

Control Type:

Environmental Easement

Control Elements:

Ground Water Use Restriction

Vapor Mitigation

Soil Management Plan

Landuse Restriction

Site Management Plan

Site Owner(s) and Operator(s)

Site Description

Investigate approximately 1.96-acre property previously used for various manufacturing operations including buttons, clothing and printing. Contamination included PCBs, asbestos, solvents and petroleum from a 10,000 gallon underground storage tank. The site has been remediated. Asbestos abatement, building demolition and soil removal has been completed. An Environmental Easement was recorded by the County clerk on 6/2/2009. SMP is complete and COC was signed 6/11/2010.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of

issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

[Project Completion Dates](#)

Contaminants of Concern (Including Materials Disposed)

Contaminant Name/Type

ethylbenzene
iron
trichloroethene (TCE)
benzo(b)fluoranthene
tetrachloroethene (PCE)
toluene
benzene
copper
benzo[k]fluoranthene
benzo(a)anthracene
dibenz[a,h]anthracene
lead
chromium
chrysene
indeno(1,2,3-CD)pyrene
arsenic
benzo(a)pyrene
xylene (mixed)

Site Environmental Assessment

The primary contaminants of concern at the site are solvents, PCBs, and BTEX. The site has been remediated. Asbestos abatement, building demolition and soil removal are completed. Environmental easement and site management plan are in place.

Site Health Assessment

Exposures to potentially contaminated groundwater and/or soils are not expected because public water serves this municipality and contaminated soils have been removed. The environmental easement requires that the potential for vapor intrusion into any buildings developed on the site must be evaluated, including provisions for mitigation of any impacts identified.

For more Information: E-mail Us

[Refine This Search](#)



Department of
Environmental
Conservation

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: HRH Lead Abatement Site
Site Code: 314122
Program: State Superfund Program
Classification: A
EPA ID Number:

Location

DEC Region: 3
Address: 55 Garden Street
City: Poughkeepsie **Zip:** 12601
County: Dutchess
Latitude: 41.705761
Longitude: -73.925741
Site Type:
Estimated Size: 0.17 Acres

Site Owner(s) and Operator(s)

Current Owner Name: HRH Neighborhood Development Fund Company
Current Owner(s) Address: 313 Miller Street
Poughkeepsie, NY, 12601

Site Description

Location: The site is located at 55 Garden Street in the City of Poughkeepsie, Dutchess County. **Site Features:** The 0.17 acre site includes a single family home with small front and rear yards. **Current Zoning and Land Use:** The site is currently zoned and in use as a single family residence. **Past Use of the Site:** The site was a single family residence that was abated for lead paint as part of a rehabilitation project. **Site Geology and Hydrogeology:**

Site Environmental Assessment

The primary contaminant associated with the site is lead, which resulted from the abatement of lead paint as part of the rehabilitation of the structure. All lead resulting from the abatement was containerized and properly disposed off-site.

For more Information: E-mail Us

[Refine This Search](#)

Appendix C
OPHRP Correspondence



Parks, Recreation, and Historic Preservation

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

June 06, 2018

Mrs. Nicole Patti
LRC Group
85 Civic Center Plaza
Suite 103
Poughkeepsie, NY 12601

Re: SEQRA
27 High Street
City of Poughkeepsie, Dutchess County, NY
18PR03333

Dear Mrs. Patti:

Thank you for requesting the comments of the Division for Historic Preservation of the Office of Parks, Recreation and Historic Preservation (OPRHP) as part of your SEQRA process. These comments are those of OPRHP and relate only to Historic/Cultural resources. If this project will involve state or federal permitting, funding or licensing, it may require additional review for potential impacts to architectural and archaeological resources, in accordance with Section 106 of the National Historic Preservation Act or Section 14.09 of NYS Parks Recreation and Historic Preservation Law.

Based on the information provided, OPRHP has no concerns regarding the proposed project under SEQRA. Should the project design be changed, we recommend further consultation with this office.

If you have any questions, please don't hesitate to contact me.

Sincerely,

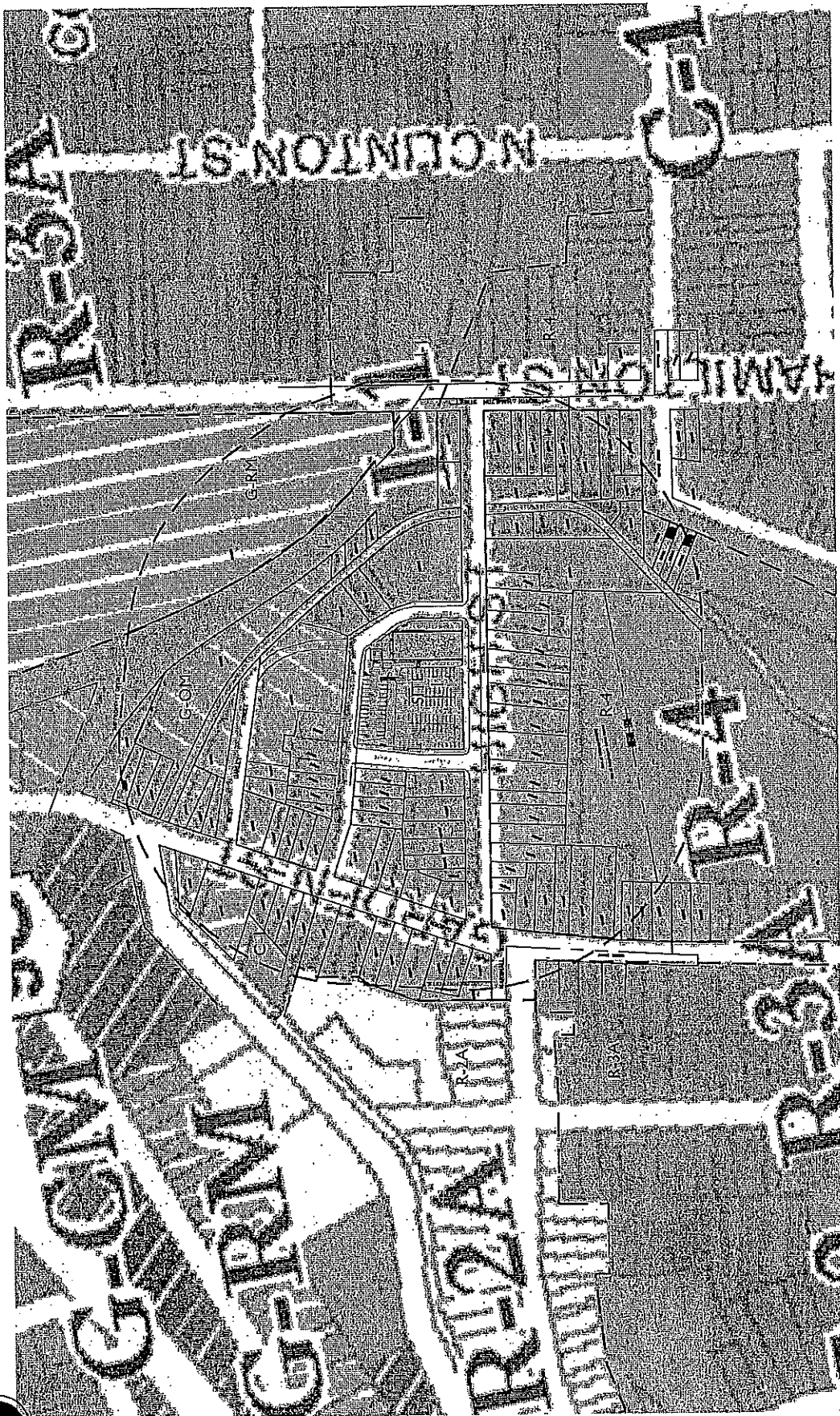
Philip A. Perazio, Historic Preservation Program Analyst - Archaeology Unit
Phone: 518-268-2175
e-mail: philip.perazio@parks.ny.gov

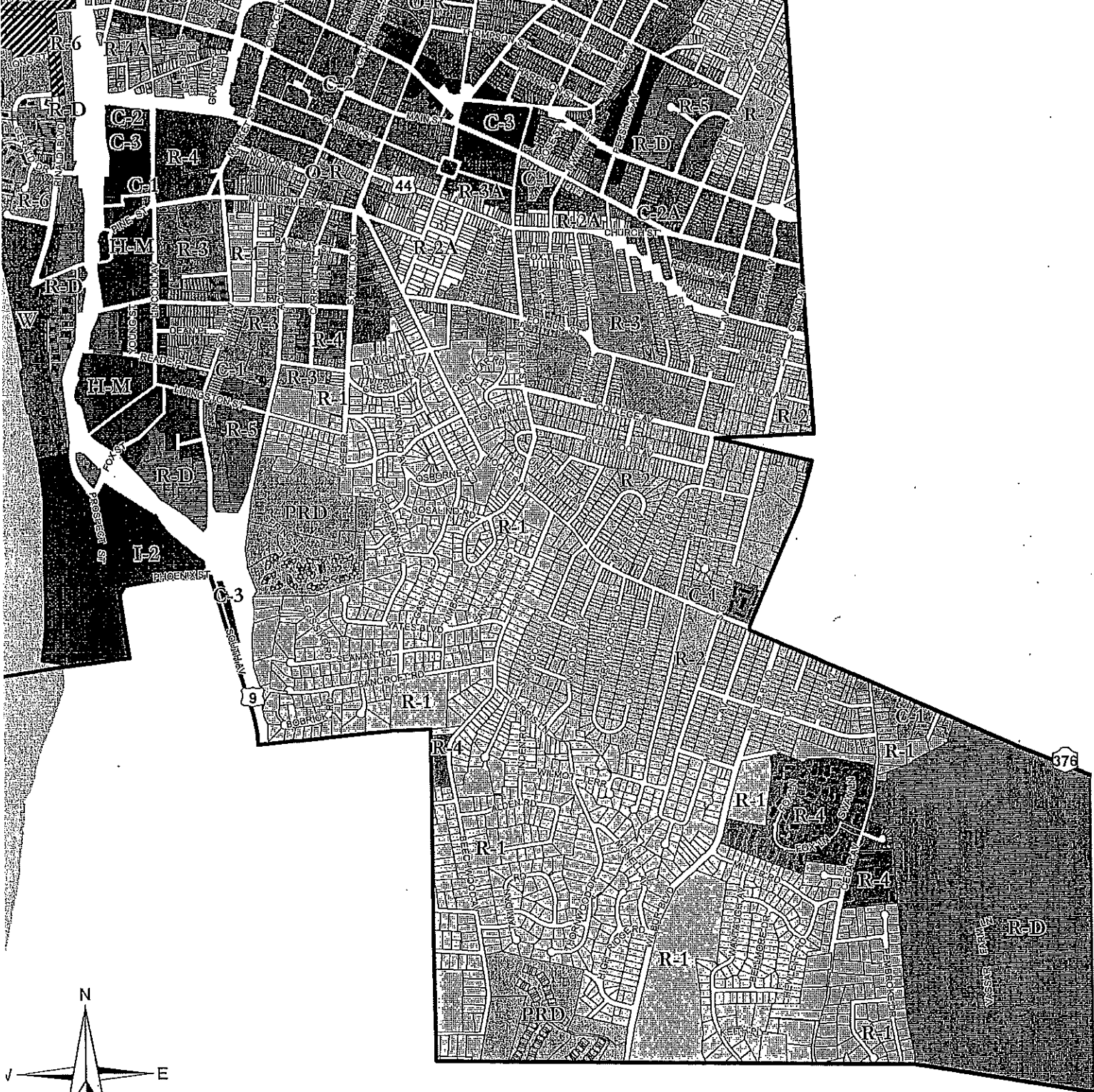
via email only

cc: Natalie Quinn, City of Poughkeepsie

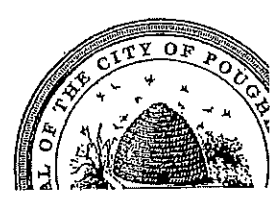
Division for Historic Preservation

P.O. Box 189, Waterford, New York 12188-0189 • (518) 237-8643 • www.nysparks.com





City of Poughkeepsie Zoning Map



MARCUS J. MOLINARO
COUNTY EXECUTIVE



WILLIAM F.X. O'NEIL
DEPUTY COUNTY EXECUTIVE
CHIEF OF STAFF

COUNTY OF DUTCHESS

May 26, 2017

Mr. Jason Page
Managing Member
Page Park Associates
P.O. Box 792
Poughkeepsie, NY 12602

Re: 27 High Street, Poughkeepsie, NY
Our File No. R-0962-A
Tax Parcel Id. Nos.: 6162-62-192294 and
6162-62-108291

Dear Jason:

By this letter the County of Dutchess is acknowledging your status as proposed Contract Vendee for the above noted real property (2 parcels).

As such, the County of Dutchess is authorizing you and/or your affiliates to make the required submissions and/or applications to the necessary governmental agencies to seek the change in use status for the above noted real property (2 parcels).

Very truly yours,

A handwritten signature in black ink, appearing to read "WFX O'Neil", is written over a horizontal line.

WILLIAM F.X. O'NEIL
Deputy County Executive

WFXON/CRC/kvh

Project Summary High Street

Existing Conditions

The project site is located at 27 High Street. The project area is comprised of two tax parcels (6162-62-192294 and 180291) totaling 1.23 acres.

The project area is bound on all four sides by Local Roads – High Street, Elm Place, Zimmer Avenue and Croyden Court.



The project area has been occupied by a Dutchess County Agency and associated parking.

The existing building contains a four-story office building (three floors visible from High Street) and a two-story building which contains HVAC and Mechanical Equipment.

The project is currently in the I-1 (Light Industrial) zoning district. Permitted uses in the

I-1 Zoning District include the following:

City of Poughkeepsie Zoning Map

Legend

- PARCEL BOUNDARIES
- MUNICIPAL BOUNDARIES

Zoning Districts

- | | |
|---|--|
| ■ C-1, NEIGHBORHOOD COMMERCIAL | ■ R-2A, CENTRAL LOW DENSITY |
| ■ C-2, BUSINESS AND PROFESSIONAL | ■ R-2B, MEDIUM DENSITY RESIDENTIAL |
| ■ C-2A, MAIN STREET COMMERCIAL | ■ R-2C, MEDIUM HIGH DENSITY RESIDENTIAL |
| ■ C-3, GENERAL COMMERCIAL | ■ R-3A, CENTRAL URBAN DENSITY RESIDENTIAL |
| ■ C-4, SPECIAL INDUSTRIAL | ■ R-3B, HIGH DENSITY RESIDENTIAL DISTRICT |
| ■ I-1, LIGHT INDUSTRIAL | ■ R-3C, URBAN USE RESIDENTIAL |
| ■ I-2, GENERAL INDUSTRIAL | ■ R-3D, URBAN USE DEVELOPMENT |
| ■ O-1, OFFICE RESIDENTIAL | ■ T-1, TRANSPORTATION CENTER |
| ■ R-1, MEDIUM DENSITY RESIDENTIAL DEVELOPMENT | ■ W-1, WATERFRONT |
| ■ R-1A, LOW DENSITY RESIDENTIAL | ■ W-2, RIVERFRONT TRANSIT ORIENTED DEVELOPMENT |
| ■ R-1B, MEDIUM DENSITY RESIDENTIAL | ■ W-3, RIVERFRONT TRANSIT ORIENTED DEVELOPMENT |
| | ■ W-4, RIVERFRONT TRANSIT ORIENTED DEVELOPMENT |
| | ■ W-5, RIVERFRONT TRANSIT ORIENTED DEVELOPMENT |
| | ■ W-6, RIVERFRONT TRANSIT ORIENTED DEVELOPMENT |
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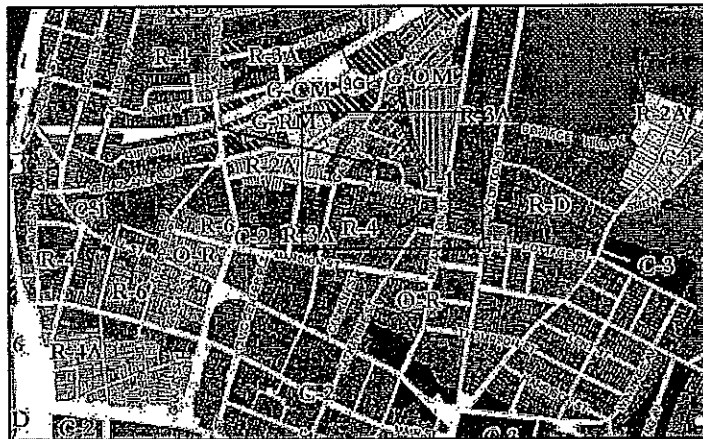


1. Wholesale Businesses/Warehouses/trucking terminals
2. Contractors
3. Cold Storage

4. Motor Vehicle Sales
5. Auto Repair
6. Auto Wash
7. Restaurants
8. Animal Hospital
9. Dry Cleaners
10. Retail sale and storage/Nursery
11. Hotel/Motel
12. Municipal Park
13. Printing Plants
14. Light Manufacturing
15. Research/Lab
16. Public Garage
17. Miniwarehouse

The applicant is requesting to rezone the parcel to R-4 (Medium High-Density Residence). The following uses are permitted in the R-4 Zone:

1. Single Family
2. Two Family
3. Townhouse
4. Multi Family
5. Home Occupations
6. Schools
7. Cemetery
8. Room Rental



The current zoning around the project area consists of R-4, a small section of I-1 and G-OM Walkway-Gateway Office Manufacturing and as such the proposed request is consistent with the zoning and the neighborhood.

Proposed Project

The Applicant is proposing to improve the existing building and convert the building to a Multi-Family Use (24 units). In addition, the Applicant is proposing to add an additional Four-Story Building in the location of the "lower parking lot" which is adjacent to Zimmer Avenue. New building will provide 32 parking spaces below the structure (1 story) and 3 stories of Multi Family Apartments (36 units).

The existing parking lot will be improved and will provide 64 parking spaces (total of 96 spaces).

**ORDINANCE AMENDING §13-269
OF CHAPTER 13 OF THE CITY OF POUGHKEEPSIE
CODE OF ORDINANCES ENTITLED "MOTOR VEHICLES
AND TRAFFIC"**

(O-18-04)

INTRODUCED BY COUNCILMEMBER _____:

BE IT ORDAINED, by the Common Council of the City of Poughkeepsie, as follows:

SECTION 1: §13-269 is hereby amended by the following addition:

Section 13-269 -Handicapped parking areas designated.

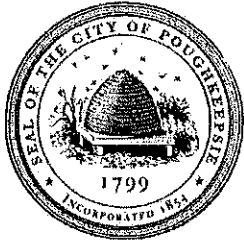
Upon the erection of signs giving due notice thereof, the following areas shall be designated as handicapped parking areas and are to be utilized only for the purpose set forth in this Article:

Rose Street, east side, beginning 222 feet north of its intersection of Main Street and continuing north for a distance of 33 feet, for two-parking spaces

SECTION 2: This Ordinance shall take effect immediately.

SECONDED BY COUNCILMEMBER _____:

ADDITIONS denoted by Underlining and Bold



THE CITY OF POUGHKEEPSIE
NEW YORK

COMMON COUNCIL MEETING
MINUTES

Monday, January 7, 2019

6:30 p.m.

City Hall

I. PLEDGE OF ALLEGIANCE:

ROLL CALL- 7 Present 2 Absent

II. REVIEW OF MINUTES:

CCM October 1, 2018						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

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

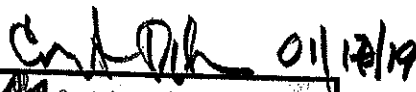
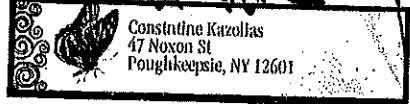
NONE

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

Constantine Kazolias 47 Noxon Street

Official Minutes of the Council Meeting of January 7, 2019

LONG AGO IN THE PAST 20TH CENTURY WHEN A CERTAIN GROUP OF ENRICHED CITY LEADERS WHO OWNED/CONTROLLED THE CITY, APPOINTED MEMBERS TO THE INDEPENDENT POUGHKEEPSIE URBAN RENEWAL AGENCY WHICH BY FEDERAL LAW WAS AUTONOMOUS, HAVING NO DUE PROCESS OF REVIEW BY THE POUGHKEEPSIE COMMON COUNCIL. THE URBAN RENEWAL DEVELOPMENT STARTED FROM THE RIVERFRONT EAST, UNTIL DEVELOPMENT LEAPED FROGGED TO THE CORE AREA, WHERE THE PURA CHAIRMAN HAD NO IDEA THAT AN E/W/CONNECTOR WAS MISSING, TO MAKE THE CONNECTION WASHINGTON STREET WAS DEMOLISHED...THE PREFERRED DEVELOPER WAS CHOSEN AND SAT ON THE FILED MAP FOR FIVE YEARS, WITH NO DEVELOPMENT. THEN CAME THE CIVIC CENTER IDEA, BY THOSE WHO FILED A LIST OF THOSE CONNECTED AND THEIR FINANCIAL CONTRIBUTIONS. I HAVE THE LIST. AT THAT TIME, THERE WAS SET UP A FEDERAL/LOCALLY CONTROLLED REVOLVING FUND FOR THE CITY FOR PROPERTY OWNERS TO REMOVE/RENOVATE THEIR PROPERTIES. I BELIEVE DURING THE 1990S THE CIVIC CENTER GROUP BORROWED \$750,000@7.5% FROM SAID FUNDS THAT WOULD/SHOULD HAVE BEEN PAID BACK. AFTER YEARS OF CITIZEN ACTIVISTS' POLITICAL CONFRONTATIONS, THE APPOINTED PURA MEMBERS WERE DISSOLVED AND THE COMMON COUNCIL MEMBERS BECAME THE PURA BOARD. MY QUESTION TO THE PURA BOARD/COMMON COUNCIL? WHAT HAPPENED TO THAT FUND IS IT STILL OPERATIONAL, BECAUSE THE HUNDREDS OF ZOMBIE PROPERTIES COULD TAP THAT FUND. SEVERAL OTHER OF MY CONCERNS, NOXON STREET WITH ITS 24/7 TRASH AT CURBSIDE BY ABSENTEE LANDOWNERS, ALSO ON NOXON STREET IS A BOARDED UP PROPERTY FOR DECADES, AND IT IS AN ENTRY POINT INTO THE CITY NEXT TO THE LIBRARY, WHY, THE CITY PLANT A TREE FRONTING SAID PROPERTY TO COVER IT UP ON ARBOR DAY? I KNOW THE MAYOR HAS ENDORSED BOE MEMBERS WHO ARE NOW IN CONTROL, THERE WAS THIS 'TEX' HARDY WHO RAN FOR THE BOE AND I HEAR HE IS ON THE POUGHKEEPSIE HOUSING BOARD, WHEN HE RAN FOR THE BOE, THE QUESTION WAS HE A CITY RESIDENT THEN AND NOW? CHECKING HIS DRIVERS LICENSE WOULD CLARIFY AND LAY TO REST, THE RESIDENT QUESTION!! FINALLY APPOINTING SCOTT WALKMAN AS CITY JUDGE, IS A PLUS, REPLACES YOUR APPOINTED POLITICAL HACK AS CITY JUDGE

Shelia Drew 66 Washington Street
Laurie Sandow South Grand Avenue

**Karl Volk 43 Whittier Blvd
Holly Wahlberg-35 Garfield Place
Darrett Roberts-Franklin Street
Earl Brown-Merrick Road**

V. CHAIRWOMAN'S COMMENTS AND PRESENTATIONS:

Chairwoman Finney- All right at this time leading into the chairs comments I'd like to introduce our newly elected Assemblyman Jonathan Jacobs and his chief of staff who have joined us for this evening.

I wish you all a Happy New Year. Happy to be here. Stated that he won't be able to be coming here Mondays until after June because we're going to be in session in earnest, and we are always there on a Monday evening. I'm just here to listen and learn. You always seem to learn more when you show up in person than what you read in the paper or notes that you might get. Stated that he wants it to be available for all those were your concerns. And that's with the public and for the Councilmembers and the Mayor. I'm here, and we'll do the best we can as far as getting grants because I know that everybody has their pet projects they want to do. But we want to do that. My chief of staff is here Julie Shihrioshi and you'll get to know her. She's from Beacon. She's great. She'll be coming to some of the meetings. We will have others at the meetings. And I also want to thank the council for making these chambers available on January 27th at 3:00 o'clock where we are having our community swearing in here. So I appreciate that, and I look forward to seeing everybody there and look forward to serving and have a productive 2019. Thank you.

Chairwoman Finney responded, Thank you for being here.

Chairwoman Finney added Chairwoman's comments. Perhaps the main topic of interest at least to me is that moving forward; in response to suggestions from Councilmembers Cherry and Brannen and others, we will be having more Committees of the Whole workshop type meetings and not confine discussions of issues to this regularly scheduled meeting on Monday evenings.

The hope is that there will be many more opportunities to interact with the public and look more deeply into the issues that we have to decide and not try to cram everything in to these limited hours we have on Monday evening so I'll be and my colleagues and I will be providing more information about these topics moving forward and I want to thank my Councilmember colleagues for suggesting that we take this tack moving forward.

VI. MAYOR'S COMMENTS:

Mayor Rolison- no comments

VII. MOTIONS AND RESOLUTIONS:

- 1. A motion was made by Councilmember Randall Johnson and seconded by Councilmember Lorraine Johnson to receive and print.**

**RESOLUTION
(R-19-13)**

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

WHEREAS, the City of Poughkeepsie and the City of Poughkeepsie School District previously entered into an agreement whereby the City of Poughkeepsie would provide police services to the District; and

WHEREAS, that agreement expired at the end of the 2017-2018 school year; and

WHEREAS, the City and the School District have negotiated a successor agreement for the 2018-2019 school year; 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.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

Official Minutes of the Council Meeting of January 7, 2019

**INTERMUNICIPAL AGREEMENT FOR
POLICE SECURITY SERVICES
(Poughkeepsie City School District)**

THIS AGREEMENT is made as of the 7th day of Nov, 2018 by and between the City of Poughkeepsie, a municipal subdivision of the State of New York, maintaining its offices at 62 Civic Center Plaza, Poughkeepsie, New York 12601, hereinafter referred to as the "City," and City of Poughkeepsie School District, a governmental subdivision maintaining its offices at 55 College Avenue, Poughkeepsie, New York 12601, hereinafter referred to as the "School District."

WHEREAS, the City has and maintains a Police Department (here referred to as the "Department"); and

WHEREAS, among its purposes and obligations, part of the Department's mission is to protect and to serve the health, safety and welfare of the community and to create and maintain a feeling of security within the community of the City of Poughkeepsie; and

WHEREAS, the School District desires the presence of a police officer at district schools for the purpose of providing security for the benefit of its administration, employees, students and the community at large; and

WHEREAS, the City and the School District are entitled to enter into intermunicipal agreements for the purpose of furthering such purposes and to enter into agreements for compensation to defray the costs of such services; and

WHEREAS, the School District desires to enter into such an agreement for such services to be provided by the City of Poughkeepsie Police Department;

NOW, THEREFORE, in consideration of mutual covenants herein contained and pursuant to the authority vested in them by Article 5-G of the General Municipal Law, it is hereby agreed as follows:

1. **SERVICES PROVIDED BY THE DEPARTMENT.** The Department shall furnish uniformed officers for the purposes of providing safety and security, on an as needed basis at the request of the Superintendent to the Chief of Police;

a) The uniformed officers shall, at all times and for all purposes, remain employees of the City. Decisions regarding employment, discipline or termination of a uniformed officer shall be made solely by the City. The officers shall not be employees of the

Official Minutes of the Council Meeting of January 7, 2019

School District for any purpose, including but not limited to, the application of the Fair Labor Standards Act, provisions related to minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, the New York State Unemployment Insurance Law. The School District shall not be liable for obligations, if any, incurred by the City for unpaid wages or overtime premiums.

b) If required by the School District, the officer assigned shall sign-in and sign-out at each location as the School District shall designate for such purpose.

c) The City warrants and represents that its officers shall submit fingerprints, unless already on file with and available for use by the New York State Division of Criminal Justice Services (DCJS), and be criminally cleared by the New York State Education Department (NYSED) to have direct, in-person, face-to-face communication and interaction with the School District's students, in accordance with applicable law (namely NY Education Law §2503(18), §3035, and 8 NYCRR §87.2(k)(1)(iii)). Fingerprinting costs (if any) and criminal clearance costs shall be paid or reimbursed to the City by the District.

2. **AUTHORITY OF PERSONNEL.** The police officer shall at all times be under the exclusive authority and control of the Department; subject to direction by the School District administrators with respect to such matters as patrol location and insuring compliance with School District policies.

3. **INDEMNIFICATION** a) the School District agrees to hold the City and the City of Poughkeepsie Police Department harmless from and indemnified against any and all liabilities, injuries and/or damages sustained, in whole or in part, as the result of any negligent acts or omissions of the School District, its agents, servants, employees, invitees and students committed at any time during which the Department is acting in the performance of its duties pursuant to the agreement.

b) the City agrees to hold the School District harmless from and indemnified against any and all liabilities, injuries and/or damages sustained, in whole or in part, as the result of any negligent acts or omissions of the Department and of its officers committed at any time during which the Department is acting in the performance of its duties pursuant to the agreement.

4. **INSURANCE.** The City shall: (a) purchase and maintain comprehensive general liability, professional liability, and other such insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as is appropriate, for the services being performed and furnished hereunder; (b) maintain errors and omissions insurance with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate during the term of this

Official Minutes of the Council Meeting of January 7, 2019

Agreement; and (c) provide protection from and against claims for damages due to bodily injury, sickness, death, and property damage, including the loss of use resulting therefrom, which arise from the Services being performed and furnished hereunder. The City shall, prior to performing Services hereunder, deliver to the School District, a certificate of insurance that evidences that such insurance naming the School District as the insured party is in full force and effect, and shall maintain such insurance throughout the term of this Agreement.

5. **NON-DISCRIMINATION.** The City shall not discriminate against any School District students, or agents, officers, or employees on the basis of age, gender, color, creed, disability, national origin, sexual orientation, or any other class protected by law.

6. **STUDENT RECORDS.** The City's Officers shall be provided access by the School District to confidential student education records and/or personally identifiable information obtained therefrom, to the extent that such records and/or information are needed by an officer in connection with an emergency, namely if knowledge of the information is necessary to enable the officer to protect the health or safety of the student or other individuals, including but not limited to other students, school personnel or members of the school community. If confidential student records and/or personally identifiable information obtained therefrom are needed, but no emergency exists, the records and/or information (as applicable) may be disclosed to an officer only upon the issuance of a search warrant or subpoena to produce the record(s), or as may otherwise comply with the Family Educational Rights and Privacy Act (FERPA -- 20 USC §1232g; 34 CFR Part 99). Nothing in this Agreement shall be deemed to preclude an Officer from utilizing for a proper law enforcement purpose, personally identifiable information about a student that was not obtained from the student's education record.

7. **BILLING SERVICES.** The City authorizes the Department to maintain an efficient process for keeping records of its services rendered in the performance of the Agreement and to provide to the School District detailed statements for the charges to be reimbursed to the City, payment for which shall be promptly made after audit.

8. **COMPENSATION FOR SERVICES.** Subject to the further terms and provisions of this paragraph, the School District shall compensate the City for each hour of officer service at the rate of \$60 per officer hour.

a) There shall be a four (4) hour minimum charge;

b) Service may be canceled at the option of the School District provided, however, that compensation shall be payable for each cancellation unless notice of cancellation is given by the School District to the Department in person or by telephone at least two (2) hours prior to the start time of the event for which service has been canceled;

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c) If for any reason service is canceled after the start time of an event, compensation shall be payable for the officer's actual service time or for the four (4) hour minimum charge referred to above, whichever is greater.

d) Invoices shall be submitted to the School District on a monthly basis. Such invoice shall include the actual days or parts of days worked, and any other information necessary to effect payment. The School District shall forward payment of any undisputed amount within thirty (30) days of the receipt of the invoice.

9. TERM. This agreement shall be for the period commonly referred to as the School District's 2018-2019 academic school year, unless sooner terminated or amended pursuant to the terms and provisions of this Agreement.

10. NO ASSIGNMENT. Neither party may assign this Agreement nor shall either party assign any of its obligations to perform hereunder, it being the understanding and agreement between the parties that this Agreement and the services and other obligations to be performed hereunder constitute a contract with the municipal government for specialized services.

11. NOTICES. Except as set forth in paragraph 5(b), any notices required to be given to the parties pursuant to the Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed, in the case of the City to the Chief of Police of the City of Poughkeepsie Police Department and to the Mayor of the City of Poughkeepsie, and, in the case of the School District, to the office of the Superintendent, at the addresses set forth at the beginning of this Agreement.

12. EARLY TERMINATION. (a) In the event that the parties shall have problems or disagreement with respect to the services to be performed pursuant to the Agreement, the parties agree that they shall undertake reasonable efforts to bring such difficulty to the attention of the other and to compromise such difficulties between themselves and/or in conference with their respective attorney and in the event that the parties cannot reach a satisfactory compromise or resolution, then it is represented and agreed that each party to the Agreement has reserved the right to terminate this Agreement upon not less than thirty (30) days written notice to the other party and, upon the giving of such notice, the date set forth in such notice shall be deemed to be the termination date.

(b) Nothing in the foregoing Agreement shall be deemed to limit, restrict or otherwise impair the obligations that the respective parties have to the persons and/or property within the governmental units which they serve and, consistent with such

Official Minutes of the Council Meeting of January 7, 2019

representation, each of the parties shall be entitled to terminate this Agreement immediately in the event that its performance adversely affects the public health, safety and or welfare.

13. **COMPLIANCE WITH LAWS.** This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the City of Poughkeepsie Police Department and shall be governed by the laws of the State of New York.

14. **INVALIDITY OF PROVISIONS.** If any provision of the Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

15. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or any authorized representative of each party.

16. **HEADINGS.** The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of the Agreement.

18. **DISPUTES.** Claims, disputes, or other matters in question between the parties to this Agreement, arising out of or relating to the Agreement or breach thereof, shall be subject to and decided in accordance with the laws of the State of New York, and any such claims or causes arising out of or in connection with the Agreement shall be commenced in Supreme Court of the State of New York in Dutchess County.

19. **RATIFICATION.** This Agreement is subject to the approval of the School District's Board of Education and the City of Poughkeepsie Common Council.

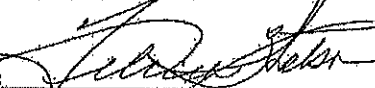
IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first written above,

CITY OF POUGHKEEPSIE

POUGHKEEPSIE CITY SCHOOL DISTRICT

By: 

Robert G. Rollson
Mayor

By: 

Dr. Felicia Watson
President of the Board

Official Minutes of the Council Meeting of January 7, 2019

The foregoing Agreement was approved by the Common Council of the City of Poughkeepsie on _____, 2018 and by the Board of Education of the Poughkeepsie City School District on November 7, 2018.

R 19-13						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

2. A motion was made by Councilmember Randall Johnson and seconded by Councilmember Lorraine Johnson to receive and print.

**NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW
ACT (SEQRA) RESOLUTION REGARDING A SALE OF
CERTAIN CITY OWNED PROPERTIES
(R19-14)**

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

WHEREAS, the Common Council of the City of Poughkeepsie is considering the sale of city owned property located at 173 Kittredge Place and an additional unnumbered parcel identified as Tax Map No.: 6062-02-835560 and more particularly described in Exhibit "A" and Exhibit "B"; and

WHEREAS, the Common Council considers the proposed sale to be an Unlisted Action under Title 6 NYCRR, Section 617.2 of the SEQRA regulations; and

WHEREAS, the Common Council considers itself to be the only "involved agency" with respect to this proposed sale of properties; and

WHEREAS, the Common Council has reviewed the proposed sale of properties in accordance with Title 6 NYCRR, Section 617.11; and

WHEREAS, the Common Council has considered the hereto attached Short Environmental Assessment Form (EAF)

NOW, THEREFORE, BE IT RESOLVED, as follows:

Official Minutes of the Council Meeting of January 7, 2019

1. In accordance with Section 617.5(a)(1) of Title 6 NYCRR, the Common Council determines that the above described action is subject to SEQRA; and
2. In accordance with Section 617.5(a)(2) of Title 6 NYCRR, the Common Council determines that the action does not involve a federal agency; and
3. In accordance with Section 617.5(a)(3) of Title 6 NYCRR, the Common Council determines that the above described action does not involve any other agencies; and
4. In accordance with Section 617.5(a)(4) of Title 6 NYCRR, the Common Council classifies the above described action as an unlisted action. The Common Council in making such classification considered Section 617.12 of Title 6 NYCRR and determined that the above action did not fall into any of the categories listed under Type I, and also considered Section 617.13 of NYCRR and determined that the above described action did not fit under any of the categories listed under Type II Actions, thus reaching the conclusion that it is to be considered an unlisted action; and
5. In accordance with Section 617.5(a)(5) the Common Council determines that the above described project will not require a long EAF since the short EAF provides sufficient information; and
6. The Common Council officially makes a determination of non-significance in that the proposed sale of properties are not expected to result in a significant adverse impact on the environment and, therefore, the preparation of a draft environmental impact statement is not necessary; and
7. This determination shall be considered a Negative Declaration for the purposes of Article 8 of the Environmental Conservation Law; and
8. The City Chamberlain shall maintain a file of this determination as well as the attached EAF which is hereby made a part of this resolution.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

R 19-14						
☒ Accepted ☐ Defeated ☐ Tabled			Yes/Aye	No/Nay	Abstain	Absent
	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☐
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☐
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

- 3. A motion was made by Councilmember Petsas and seconded by Councilmember Lorraine Johnson to receive and print.**

**RESOLUTION
(R-19-15)**

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

WHEREAS, the City of Poughkeepsie (5/8th interest) and Town of Poughkeepsie (3/8th interest) are the joint owners of a parcel known as 173 Kittredge Place and more particularly known as Tax Map No.: 6062-02-818562 and the City of Poughkeepsie is the owner of an unnumbered parcel on Kittredge Place more specifically known as Tax Map No.: 6062-02-835560 (collectively the, "Properties"); and

WHEREAS, the City of Poughkeepsie has received an offer from Marist College to purchase a portion of the Properties more particularly described in Exhibit "A" which is attached hereto (the, "Parcel") for the purpose of expanding the college's recreational facilities; and

WHEREAS, the city is desirous of selling this Parcel to Marist College or its realty subsidiary, by quit claim deed; and

WHEREAS, Marist College has offered to purchase the Parcel for \$72,867 and the Common Council has determined that to be fair and just compensation; and

WHEREAS, the Common Council hereby finds that the sale of the Parcel is in the best interests of the City of Poughkeepsie to approve such offer so that the premises may be returned to the tax rolls; and

NOW, THEREFORE,

BE IT RESOLVED, that the Common Council hereby makes the following determinations: (a) that there is no existing municipal purpose or need for this property, and (b) that the sale price and conditions imposed herein represent fair and adequate consideration for the conveyance; and be it further

RESOLVED, that the offer from Marist College or its realty subsidiary to purchase a portion of the City's interest in 173 Kittredge Place (6062-02-818562) and a portion of an unnumbered parcel identified as Tax Map No.: 6062-02-835560 more particularly described in Exhibit "A" and "B" attached hereto in the City of Poughkeepsie for the sums of \$72,867 is hereby approved subject to the hereinafter mentioned conditions and subject to such other and further conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that this sale is approved subject to the following conditions:

- A. the conveyance of title and the payment of the purchase price shall take place within thirty days of the date of this resolution, unless the Corporation Counsel shall grant such extension as he/she deems appropriate;**
- B. The transfer of title and Purchaser's use of the Property shall be subject to all state, federal and local regulations including the City of Poughkeepsie and New York State Building Codes and the City of Poughkeepsie Zoning Ordinance and real property taxes coming due pursuant to law on and after the date of transfer of title;**
- C. Purchaser shall accept such title to the real property as the City of Poughkeepsie is possessed of and agrees to accept such title by quitclaim deed subject to any defects or encumbrances as are of record;**
- D. Purchasers agree that they shall not use the purchase price agreed to as a reason to grieve or otherwise contest the assessed value of the premises for purposes of real property taxation; and**

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract for the above mentioned transaction provided such contract contains the terms contained herein together with such other terms and conditions which the Mayor, the City Administrator and the Corporation Counsel are hereby authorized and directed to do all things necessary to give effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

Michael A. Dalbo
Land Surveyor, P.C.
19 Shadow Lane
Poughkeepsie, N.Y. 12601

June 21, 2018

Survey Description
Easement to be granted from the
City of Poughkeepsie & Town of Poughkeepsie
to
Marist College

All that parcel of land situate in the Town of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

Beginning at a point marking the northeast corner of the lands of the City of Poughkeepsie and the Town of Poughkeepsie, described in Liber 1377 of Deeds at Page 333; thence running along the division line between the lands of Marist College and the last mentioned lands, S03°47'46"E 342.97' to the northwest corner of the lands of City of Poughkeepsie, described in Liber 1397 of deeds at Page 533; thence continuing along the westerly line of the last mentioned lands, S03°47'46"E 77.22' to the southernmost corner of the herein described easement; thence running into, across and through the aforementioned lands of the City & Town of Poughkeepsie, described in Liber 1377 of Deeds at Page 333, N28°36'22"W 238.32' and N03°47'46"W 197.00' to the northwest corner of the herein described easement parcel, at a point on the northerly line of the last mentioned lands; thence continuing along the division line between the lands of Marist College and the lands of the City & Town of Poughkeepsie, N82°16'45"E 100.24' to the point of beginning.

Page 1 of 1

File: 3858 - Marist Easement from The City and Town of Poughkeepsie



APPRAISAL REVIEW

CLIENT (INTENDED USERS): Paul Ackermann
City of Poughkeepsie
Corporate Council
62 Civic Center Plaza
Poughkeepsie, NY 12601

PROJECT: Easement to Marist College
Property of the Town of Poughkeepsie
173 Kittredge Place
Town of Poughkeepsie
Dutchess County, New York

REVIEW APPRAISER: Grant Ackerly, MAI, AI-GRS, CCIM

DATE OF REVIEW: October 19, 2018

The review is performed for the client, City of Poughkeepsie. The use is to satisfy due diligence requirements.

The purpose of this appraisal review is for the reviewer to render an independent opinion about the quality of the work and to determine whether the report under review adhered to generally accepted professional appraisal standards, the clients standards and the reporting guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP 2018-2019) and whether or not the analyses, opinions and conclusions of the appraiser are appropriate and reasonable given the scope of work applicable in the assignment and develop reasons for any disagreement.

SUBJECT PROPERTY: The subject property is a 0.0783-acre portion of a larger 5.20-acre property that is located at 173 Kittredge Place and identified by parcel ID#6062-02-818562.

The property is improved with a municipal sewer plant.

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APPRAISAL REVIEW
MARIST EASEMENT – KITTREDGE PLACE; LOT #818662
PAGE 2

Acquisition Map / Parcel and size / description

Permanent Easement: Located in the northeast portion of the site for the purpose of establishing buffers

Temporary Easements: None

INTEREST APPRAISED: Permanent easement

APPRAISAL REPORT DATE: not explicitly defined - although the date of certification and letter of transmittal is August 15, 2018

EFFECTIVE DATE OF APPRAISAL: August 14, 2018

APPRAISAL UNDER REVIEW: By McGrath and Company, Inc. – signed by Gerald M. Carey with no assistance per the certification

APPRAISAL FORMAT: Appraisal Report – Former summary format

CLIENT AND INTENDED USER: Marist College

SCOPE OF THE REVIEW: The appraiser received a signed copy of the appraisal report. The report was read thoroughly and mathematical calculations verified. This review did not include the development of any opinion of value of the subject property. A drive-by inspection of the subject and of the comparable sales was performed on October 10, 2018 unless familiar with any of the comparable sales from prior field work and prior assignments. I accepted all the subject property and comparable property information in the appraisal under review as accurate (unless otherwise noted) and used this information to determine if the conclusions stated in the appraisal are reasonable and appropriate.

Extraordinary Assumption: The review is premised on the extraordinary assumption that the property description and all data information provided in the appraisal report under review are accurate. If this assumption is found to be false, it may affect the results of my review.

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APPRAISAL REVIEW
MARIST EASEMENT – KITTREDGE PLACE; LOT #818562
PAGE 3

The appraisal under review employs no extraordinary assumptions or hypothetical conditions. Stated in the report is that the improvements are ignored and only the land is appraised.

Standards Rule 3-1 Review Appraiser Queries

- | | | |
|---|--|---|
| I. Adequacy and relevance of the data with appropriate adjustments: | ☒ Satisfactory | ☐ Unsatisfactory |
| II. Appropriateness of the appraisal methods and techniques used: | ☒ Satisfactory | ☐ Unsatisfactory |
| III. Correctness and appropriateness of the analysis, opinions, and/or conclusions: | ☒ Satisfactory | ☐ Unsatisfactory |
| IV. Special market risks identified that the user should be aware of? | ☒ Satisfactory | ☐ Unsatisfactory |

Permanent Easement

The easement taking covers a portion of a larger parcel improved with a municipal sewer plant.

For the easement value, the subject property's per unit land value (\$1.75 per sq. ft.) was multiplied by the square foot area of the taking to arrive at the total market value of \$53,995. This is further multiplied by 25% for the permanent easement interest and given the location of the subject portion and overall utility being less than the other portions of the site which are level and improved. The market value to the permanent easement is \$13,499, which is mathematically correct.

Site Improvements

No site improvements in the area of the easement are noted.

Consequential & Severance Damages

There are no consequential or severance damages as the easement on the subject property "does not impact the improvements". This is stated in the appraisal.

REVIEWER'S CONCLUSION

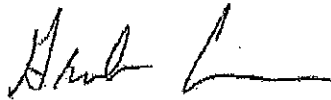
There appears to be no major errors or inconsistencies within the appraisal report. The appraiser uses a Sales Comparison Approach only as is appropriate for vacant land. Four sales are utilized in the analysis and states that these are considered most reliable in estimating the value of the subject. The sales are adjusted for salient characteristics in a consistent manner, although they are not described in detail. An estimate of exposure time as required by USPAP is included in the appraisal. Although not necessary to the value conclusion, USPAP requires the appraiser to state why certain approaches to value are not used. In this case since the subject is vacant, unused land, only the sales approach is relevant.

Based upon my review, the appraisal appears reasonable and credible with no items influencing value to address. I accept the methodology and conclusions but I have not rendered my own opinion of value and have not performed my own analysis.

CERTIFICATION

I certify, to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
4. I have performed an appraisal review regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
8. My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
9. My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
10. I have made a personal inspection of the subject of the work under review.
11. No one provided significant appraisal or appraisal review assistance to the person signing this certification.
12. Use of the report is subject to the professional requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Grant Ackerly, MAI, AI-GRS, has completed the requirements of the continuing education program of the Appraisal Institute.



Grant Ackerly, MAI, AI-GRS, CCIM

State Certified General Real Estate Appraiser No. 46...46551



ACKERLY & HUBBELL APPRAISAL CORP.

VIA EMAIL

September 11, 2018

Paul Ackermann, Esq.
Corporation Counsel
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

Telephone: (845) 451-4065
Email: packermann@cityofpoughkeepsie.com

Re: Kittredge Place, City and Town of Poughkeepsie, Dutchess County, NY

**APPRAISAL REVIEW SERVICES CONTRACT
"ENGAGEMENT LETTER"**

Dear Mr. Paul Ackermann:

This contract is an agreement between Ackerly & Hubbell Appraisal Corp. (APPRAISER) and the City of Poughkeepsie (CLIENT). Payment is not contingent upon arriving at a particular value.

The subject properties are as follows:

- Kittredge Place identified by Parcel Grid# 6062-02-818582; City of Poughkeepsie – a 5.2-acre parcel improved with a sewer facility
- 173 Kittredge Place identified by Parcel Grid# 6062-02-835580; City/Town of Poughkeepsie – a 2.5-acre parcel improved with a sewer facility

APPRAISER agrees to conduct a scope of services that includes:

- An Independent Appraisal Review of each appraisal report done by McGrath & Company, Inc. which will comply with technical requirements of USPAP, include reviewing the methodology and approaches to value to render a conclusion about the appropriateness of the data used and reasonableness of the stated compensation. All data within the appraisal reports under review is assumed accurate and the subject details provided in the report are expected to reflect an accurate description of the subject property.
- The field work would include a drive-by inspection of the subject properties and comparable sales.
- Two Appraisal Review Reports will be provided.

ACKERLY & HUBBELL APPRAISAL CORP.
1072 Main Street • Fishkill • NY • 12624 • Phone: 845-454-8525 • Email: info@rphubb.com

Appraisal Review Services
Kittredge Place
Page 2 of 2

The intended use is to aid the client in satisfying a requirement of the acquisition project.

CLIENT agrees to remunerate APPRAISER fees of:

- Two separate review appraisal reports — \$ _____ in total

An invoice will be provided upon completion and delivery of the report. Payment must be satisfied within 30 days of receipt of invoice date.

Delivery of the reports will be 30 days (unless otherwise agreed upon).

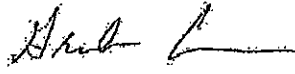
In the event that any payment is not paid when due, CLIENT shall pay all expenses of collection, including, but not limited to, court costs and attorneys' fee.

Thank you for the opportunity of presenting this contract for your consideration.

If the contract meets with your approval, please execute and return a signed original, the required retainer and any requested data.

Respectfully submitted:

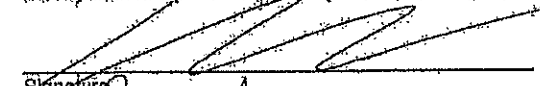
ACKERLY & HUBBELL APPRAISAL CORP.


Grant Ackery, MAI, AI-GRS, CCIM
President
State Certified General Real Estate Appraiser No. 46,46651

GP/wp

AUTHORIZATION TO PROCEED

I agree to the terms and conditions of the Appraisal Service Contract set forth herein, and hereby authorize APPRAISER to proceed with said services.


Signature _____ Date 8/11/18
Printed Name Paul Ackermann
Title Corporation Counsel

Person to contact for inspection

Phone number

ACKERLY & HUBBELL APPRAISAL CORP.
1072 Main Street • Fishkill, NY • 12524 • Phone: 845-464-6525 • Email: info@rhubb.com



ACKERLY & HUBBELL APPRAISAL CORP.

**QUALIFICATIONS OF
GRANT P. ACKERLY**

PROFESSIONAL EXPERIENCE

President, Ackerly & Hubbell Appraisal Corp.

Engaged exclusively in real estate appraisal and valuation since 2003. Responsible for driving revenue, company growth and managing the commercial appraisal operation including mentoring and guidance of appraisal staff, report preparation and review.

Founder, Campground Valuation: Specializing in the appraisal of RV Parks and Campgrounds throughout the Northeast.

PROFESSIONAL DESIGNATIONS

MAI - Appraisal Institute

AI-GRS - Appraisal Institute

CCIM - Certified Commercial Investment Member; CCIM Institute

CERTIFICATION and LICENSES

New York State Certified General Real Estate Appraiser No. 46000046551

Pennsylvania Certified General Real Estate Appraiser No. GA004106

Florida Certified General Real Estate Appraiser No. RZ3772

Maine Certified General Real Estate Appraiser No. CG3518

Qualified General Real Estate Appraiser for NYS Department of Transportation

Qualified New York State Real Estate Appraisal Instructor

Approved Affordable Housing Market Analyst: New York State

MEMBERSHIPS

Appraisal Institute, member #445564

Mid-Hudson Chapter of the Appraisal Institute: President 2015-2016; Vice President 2013-2014;

Treasurer 2011- 2012, Board of Directors 2008-2010; 2017 - present

CCIM, member #19121

Campground Owners of New York

National Association of RV Parks and Campgrounds

New Jersey Campground Owners Association

Northeast Campground Association

Pennsylvania Campground Owners Association

Florida Association of RV Parks and Campgrounds

New York State Association of Affordable Housing

New York State Association of Realtors

National Association of Realtors

GENERAL EDUCATION

State University of New York at New Paltz, B.A. Economics

PROFESSIONAL EDUCATION

Appraisal Institute:

Module Level One; Appraisal Principles, Course 110, 2003; Appraisal Procedures, Course 120, 2003; Uniform Standards of Professional Appraisal Practice, Course 410, 2003; Basic Income Capitalization, Course 310; 2003; AQ-1, Fair Housing, Fair Lending and Environmental Issues, 2003

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Grant P. Ackerly
Page 2 of 2

Module Level Two: Business Practices and Ethics, Course 420, 2003; Advanced Income Capitalization, Course 510; 2004; Highest and Best Use and Market Analysis, Course 520, 2005; Advanced Cost and Sales, Course 530, 2005; Report Writing and Valuation Analysis, Course 540, 2005; Advanced Applications, Course 550, 2006

Seminars attended:

Appraisal Institute: "Evaluating Commercial Construction", 2004
Appraisal Institute: "Marina Valuation Overview", 2013

Continuing Education:

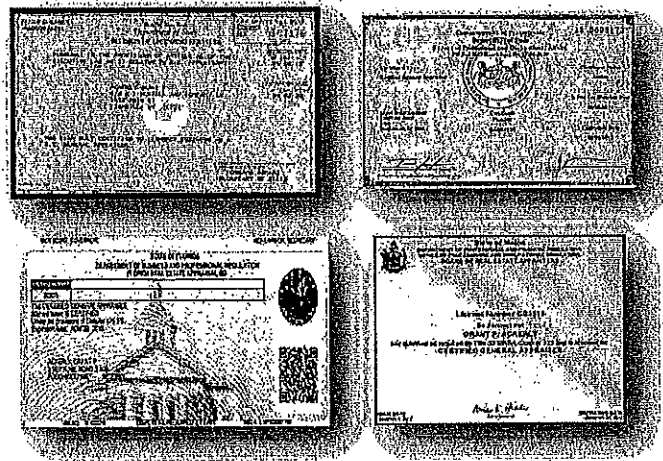
Appraisal Institute: "Introduction to GIS Applications, 2008; Small Hotel/Motel Valuation, 2008, GIS Applications, 2008; "The Discounted Cash Flow Model, 2009; "Site use and Valuation Analysis", 2010; "The Lending World in Crisis-What Clients Need Their Appraisers to Know Today", 2010; "Commercial Appraisal Engagement and Review", 2012; "Fundamentals of separating Real Property, Personal Property and Intangible Value", 2012; "Condemnation Appraising: Principles & Applications", 2012; "Commercial Bankruptcy, workouts and the Valuation Process", 2013; "Carving Out Your Legal Niche: Do's and Don'ts of Litigation Support", 2013; "Fundamentals of Going Concerns", 2014; "Business Practices and Ethics", 2014; "Improving Appraisal Reports used for Financing Institutions - Strategies from Reviewers", 2015; "Raising the Bar: Complex Properties a Risk-Based Approach to Allocations and Investment", 2015; "Review Theory - General", 2016

CCIM Institute:

C101: Financial Analysis for Commercial Investment Real Estate Analysis: 2009
C102: Market Analysis for Commercial Investment Real Estate: 2010
C103: User Decision Analysis for Commercial Investment Real Estate: 2010
C104: Investment Analysis for Commercial Real Estate: 2011

Speaking engagements:

2016 CONY Annual Exposition for the Outdoor Hospitality Industry
2016 Northeast Conference on Camping



ACKERLY & HUBBELL APPRAISAL CORP.
1072 Main Street • Fishkill • NY • 12524 • Phone: 845-454-6525 • Email: info@rphubb.com

Official Minutes of the Common Council Meeting of January 7, 2019

R 19-15						
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

4. A motion was made by Councilmember Randall Johnson and seconded by Councilmember Lorraine Johnson to receive and print.

**RESOLUTION
(R-19-16)**

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

WHEREAS, Article 5G of the General Municipal Law encourages cooperation between municipalities and allows for contributory funding; and

WHEREAS, the Dutchess County Department of Office for the Aging has run a joint service transportation system for various municipalities which service provides free door to door transportation for Senior Citizens and Handicapped individuals to a number of locations through Dutchess County; and

WHEREAS, the City of Poughkeepsie is desirous of entering into an agreement in order to continue the transportation service to those eligible in the City; and

NOW, THEREFORE,

BE IT RESOLVED, that the terms of the Inter-municipal Agreement providing for the delivery of Dial-A-Ride services attached hereto are hereby approved; and be it further

RESOLVED, that the Mayor and the City Administrator are hereby authorized to execute this Agreement and to do all things necessary and convenient to give full effect to this Resolution.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON



EXTENSION AND AMENDMENT TO AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, NY 12601 (hereinafter referred to as the "COUNTY") and City of Poughkeepsie, a municipal corporation whose address is 62 Civic Center Plaza, Poughkeepsie, NY 12601 (hereinafter referred to as "MUNICIPALITY").

WITNESSETH:

WHEREAS, the parties hereto made and entered into an agreement DATED February 3, 2017 (County Contract No. 17-0039-12/17-PT), for the Municipality to provide contributory funding to the County for the Dial-A-Ride public transportation system, and

WHEREAS, the parties desire to extend and amend said agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 17-0039-12/17-PT dated February 3, 2017, is hereby further extended and amended upon the following terms and conditions.

1. Paragraph "2" entitled "TERM OF AGREEMENT" shall read as follows:

This Agreement shall be effective January 1, 2019 and shall terminate on December 31, 2019, unless otherwise terminated as set forth herein.

2. Paragraph "4" entitled "PAYMENT" shall read as follows:

The Municipality will pay to the County, Pursuant to a signed voucher submitted to the Municipality, payments according to the schedule of collections attached hereto, made a part hereof and marked Exhibit "B". Payments by the Municipality will not exceed \$57,960.00.

3. Paragraph "6" entitled "NOTICE" shall be amended in part as follows:

FOR THE COUNTY:

Robert H. Balkind, Commissioner
Dutchess County Dept. of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12601
(email: rbalkind@dutchessny.gov)

Anne Marie Smith, Esq.
Senior Assistant County Attorney
Dutchess County Attorney's Office
22 Market Street, 5th Floor
Poughkeepsie, NY 12601
(email: amsmith@dutchessny.gov)

File # 12299

Official Minutes of the Common Council Meeting of January 7, 2019

Michael Grattini, County Transit Administrator
Dutchess Count Department of Public Works – Public Transit Division
14 Commerce Street
Poughkeepsie, NY 12601
(email: mgrattini@dutchessny.gov)

4. Paragraph “9” entitled “Extension” shall read as follows:

This contract may be extended for two (2) additional one (1) year terms, upon such terms and conditions as the parties may agree,

5. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this agreement, shall remain in full force and effect,

Official Minutes of the Common Council Meeting of January 7, 2019

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 20____.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

CITY OF POUGHKEEPSIE

Robert H. Balkind, P.E.
Commissioner of Public Works

By: _____

Print Name and Title

APPROVED AS TO CONTENT:

Public Transit

File # 12299

Official Minutes of the Common Council Meeting of January 7, 2019

EXHIBIT B-1 DIAL-A-RIDE TRANSPORTATION 2018 MUNICIPALITY PAYMENT / SERVICE SCHEDULE

Day	City of Poughkeepsie
Monday	X
Tuesday	X
Wednesday	X
Thursday	X
Friday	X

Rate per Day: \$ 230.00

City of Poughkeepsie

Day	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment	No. of days	Payment
Monday	11	\$ 2,530.00	12	\$ 2,760.00	12	\$ 2,760.00	13	\$ 2,990.00	48	\$ 11,040.00
Tuesday	13	\$ 2,990.00	13	\$ 2,990.00	13	\$ 2,990.00	12	\$ 2,760.00	61	\$ 11,730.00
Wednesday	13	\$ 2,990.00	13	\$ 2,990.00	12	\$ 2,760.00	13	\$ 2,990.00	61	\$ 11,730.00
Thursday	13	\$ 2,990.00	13	\$ 2,990.00	13	\$ 2,990.00	12	\$ 2,760.00	61	\$ 11,730.00
Friday	13	\$ 2,990.00	13	\$ 2,990.00	13	\$ 2,990.00	12	\$ 2,760.00	61	\$ 11,730.00
Totals:		\$11,040.00		\$11,730.00		\$11,730.00		\$11,730.00		\$11,730.00

Dial-A-Ride scheduling may implement a cooperative schedule for all Dial-A-Ride trips. This cooperative scheduling will not affect each municipality's users except to increase the number of trips per day available to each participant. This cooperative schedule will not incur any additional costs to the participating municipalities.

R 19-16						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

5. A motion was made by Councilmember Randall Johnson and seconded by Councilmember Lorraine Johnson to receive and print.

RESOLUTION (R-18-17)

INTRODUCED BY COUNCILMEMBER RANDALL JOHNSON

BE IT RESOLVED, that the Common Council of the City of Poughkeepsie hereby authorizes the Mayor to execute an Occupancy Permit with the New York State Department of Transportation for an approximate 5000 s.f. parking lot and an approximate 1,000 s.f area containing the "Poughkeepsie" sign located at the intersection of the Eastbound Arterial Highway and the Westbound Arterial Highway in form and substance as attached hereto.

SECONDED BY COUNCILMEMBER LORRAINE JOHNSON

Official Minutes of the Common Council Meeting of January 7, 2019

ROW 75p (2/2018)

Permit Account No: 81936
Permit Type: Airspace Permit

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
PERMIT FOR USE OF STATE-OWNED PROPERTY

PIN: 81936

Property Location: WB & EB Poughkeepsie Arterial Merge, Reference Marker 44-100.6

Project: Poughkeepsie East-West Arterial, Section 2

Map No(s): 27, 28, 29, 33, 34, 41 Parcel No(s): 27, 28, 29, 33, 34, 41

County: Dutchess

Town/City/Village: City of Poughkeepsie

THIS PERMIT, made this _____ day of _____, 20____ between:

City of Poughkeepsie
P.O. Box 300, Civic Center Plaza
Poughkeepsie, NY 12602

hereinafter referred to as "Permittee", and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the State",

WITNESSETH:

WHEREAS the State is the owner of or has maintenance and jurisdiction over the above identified property, hereinafter referred to as "property" or as "premises"; and

WHEREAS the Permittee wishes to use and occupy said property;

NOW, THEREFORE, the State hereby grants this permit to the Permittee, subject to the following covenants and conditions:

1. Property description and use: 5,000± s.f. for a parking lot and 1,000± s.f. for a 30' x 1' sign, flagpole, landscaping, and a 15' x 18' ship sculpture, as depicted on the sketch attached hereto and made a part hereof. The property covered by this permit shall be used only for above described use and for no other purpose whatsoever.
2. The fee to be charged shall be: \$1 payment waived per year beginning December 1, 2018.
3. Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:

New York State Department of Transportation
Revenue Unit, POD 5-2
50 Wolf Road
Albany, NY 12232

4. The Permittee understands and agrees that if the full amount of the fee as stated herein is not paid within thirty (30) days from the date billed as indicated on the billing invoice, interest penalties and collection fees will be imposed under the provisions of Section 18 of State Finance Law.
5. The Permittee understands and agrees that the fee charged by the State may periodically be updated to reflect fair market value and the Permittee will enter into a new permit for the new fee if the Permittee wishes to remain in occupancy. Failure to execute a new permit will require Permittee to immediately vacate the premises.

Official Minutes of the Common Council Meeting of January 7, 2019

Permit Account No. 81936

6. The Permittee acknowledges the State's right to collect a security deposit. This sum will be retained as security to ensure faithful performance of the permit and compliance with all terms by the Permittee. The State hereby acknowledges receipt of check number N/A in the amount of \$N/A received on N/A by N/A.
7. This permit supersedes the permit numbered 81936 issued to City of Poughkeepsie in the amount of \$1 payment waived per year and approved by the Director, Office of Right of Way on 8/26/97.
8. Permittee, at the Permittee's expense and for the term of the permit, shall furnish and show evidence of General Liability Insurance coverage issued by an insurance carrier licensed to do business in the State of New York for the protection of the State of New York and Permittee against any claims, suits, demands or judgments by reason of bodily injury, including death, and for any claims resulting in property damage occurring on or in proximity to the permit area.

Such General Liability Insurance shall be in the amount no less than \$2,000,000.00 (combined property damage and/or bodily injury, including death) single limit per occurrence, and shall name the People of the State of New York as an additional insured.

The Permittee will furnish the State with a certificate of insurance, with a thirty (30) day(s) prior written notice of any cancellation or major change in the policy conditions. The Permit shall be voided if insurance is cancelled, modified or lapses.

Approval of this permit shall be contingent upon receipt, by the State, of a copy of a properly executed insurance certificate.
9. Permittee is responsible for any repairs, improvements or maintenance work of any kind on the property at Permittee's expense. The State may, at any time, periodically inspect the premises to determine whether same is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary, or defective conditions exist.
10. Permittee hereby agrees to admit State representatives and prospective purchasers or Permittees to examine these premises during reasonable business hours.
11. Permittee shall not place or store, or allow others to place or store, any flammable, explosive, hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as "junk" within the permit area, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this permit. Failure to comply with this provision may result in a ten (10) days written notice of cancellation of the permit in accordance with Provision 16 of the permit. The Permittee is responsible for the removal of these materials and/or all expenses incurred in their removal.
12. All arrangements of services for utilities, removal of garbage, rubbish, litter, snow and ice will be made by the Permittee at the Permittee's expense, unless hereafter specified. The State shall have no responsibility to provide any services not specifically set forth in writing herein. Permittee shall comply with all local and State building standards/codes in the installation or repair of any utilities including but not limited to electricity and plumbing. Permittee is responsible for keeping and maintaining the premises in a safe and clean condition, for the regular and prompt removal of garbage, rubbish, litter, snow and ice. Permittee shall be responsible for preventing damages to the plumbing system and premises caused by lack of heat or water damage from leaks.
13. Permittee is responsible to maintain the occupancy in compliance with any and all applicable local, State, and Federal laws, ordinances, codes, rules and regulations affecting the use of the property. Permittee shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct or allow any use or activity on the premises which may require a permit or other

Official Minutes of the Common Council Meeting of January 7, 2019

Permit Account No. 81936

approval by a government agency without having lawfully obtained such permit or approval.

14. The parties acknowledge that this Instrument is not a lease but is merely a permit to occupy and use, and therefore a landlord-tenant relationship is not hereby created; and further, that since this is not a lease, Section 5-321 of the General Obligations Law does not apply to this permit to the extent permitted by law.
15. The State shall have no responsibility whatever for the loss or destruction of any improvements made by the Permittee or for personal property stored or being used on the premises.
16. This permit shall be renewed automatically for successive terms of one month each unless canceled by either party. Cancellation by the State requires thirty (30) days written notice, except for cause, in which event cancellation can be effected on ten (10) days written notice. Permittee may cancel this permit by giving thirty (30) days written notice.
17. Permittee shall not sublet the premises nor assign or transfer the permit to any other parties in part or in whole without the prior written consent of the State. Failure to comply with this provision may result in ten (10) days written notice of cancellation of the permit by the State, and the State may immediately take possession and terminate all rights of the Permittee as of such moment.
18. It is understood and agreed by and between the parties that the Permittee will () will not (X) be entitled to any relocation benefits provided under State and Federal law.
19. Permittee agrees and understands that the State is under no obligation to sell the property to the Permittee and that no commitment, express or implied, is made by the State to give the Permittee any preemptive right of purchase.
20. Upon cancellation of the permit by either party, the permit area must be restored to its original condition and should the permittee fail to restore the site, the Permittee shall reimburse the State for any and all costs incurred by the State for the restoration of the permit area. This provision may be waived or modified with prior written consent from the State.
21. The Permittee shall not place advertising or sponsorship signs in the permit area without the express written consent of the New York State Department of Transportation.
22. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the permittee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Neither shall the Permittee discriminate in the use of this premises or any access thereto if such premises is used as a public accommodation or in connection with a public service.
23. The Permittee for his/her self, and/or the Permittee's personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event improvements are made over or under such land and the furnishing of services thereon and/or facilities are constructed, maintained, or otherwise operated on the said property described in Item 1 of this permit for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall construct such improvements and maintain and operate such facilities and services such that (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the

Official Minutes of the Common Council Meeting of January 7, 2019

Permit Account No. 81936

Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964; and to Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures; and further as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

24. Permittee agrees that, in addition to any protection afforded to State under any available insurance, State shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, State and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.
25. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.
26. This permit shall not be effective unless accepted and approved in writing by the State.
27. A Highway Work Permit must be obtained, in advance, for each entry on NYS right-of-way, including that portion covered by this permit, for the purpose of erection, removal, modification, repair, replacement, or maintenance of any surface and subsurface improvement. Before a Highway Work Permit is issued, the Regional Permit Engineer is required to assure himself that the individual(s) proposing to perform work within the right-of-way has the expertise and equipment necessary to complete the work in a professional manner so as not to present a potential hazard to the public or subject New York State right-of-way to potential damage. The Permittee is responsible for the payment of any fees required to provide insurance coverage necessary in conjunction with the issuance of the Highway Work Permit. This Use and Occupancy Permit is immediately revocable if any stipulations and/or requirements listed in the Highway Work Permit are not adhered to by the Permittee, his agents, employees, contractors, or subcontractors.
28. Additional provisions to permit: No other elements shall be added to the permit area which may prove to be distracting to drivers. No advertising, no promotional banners of any kind, and no holiday displays - particularly lit displays.
29. Additional provisions to permit: See Rider (Page 6)

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Permit Account No. 81936

RIDER TO USE AND OCCUPANCY PERMIT #81936

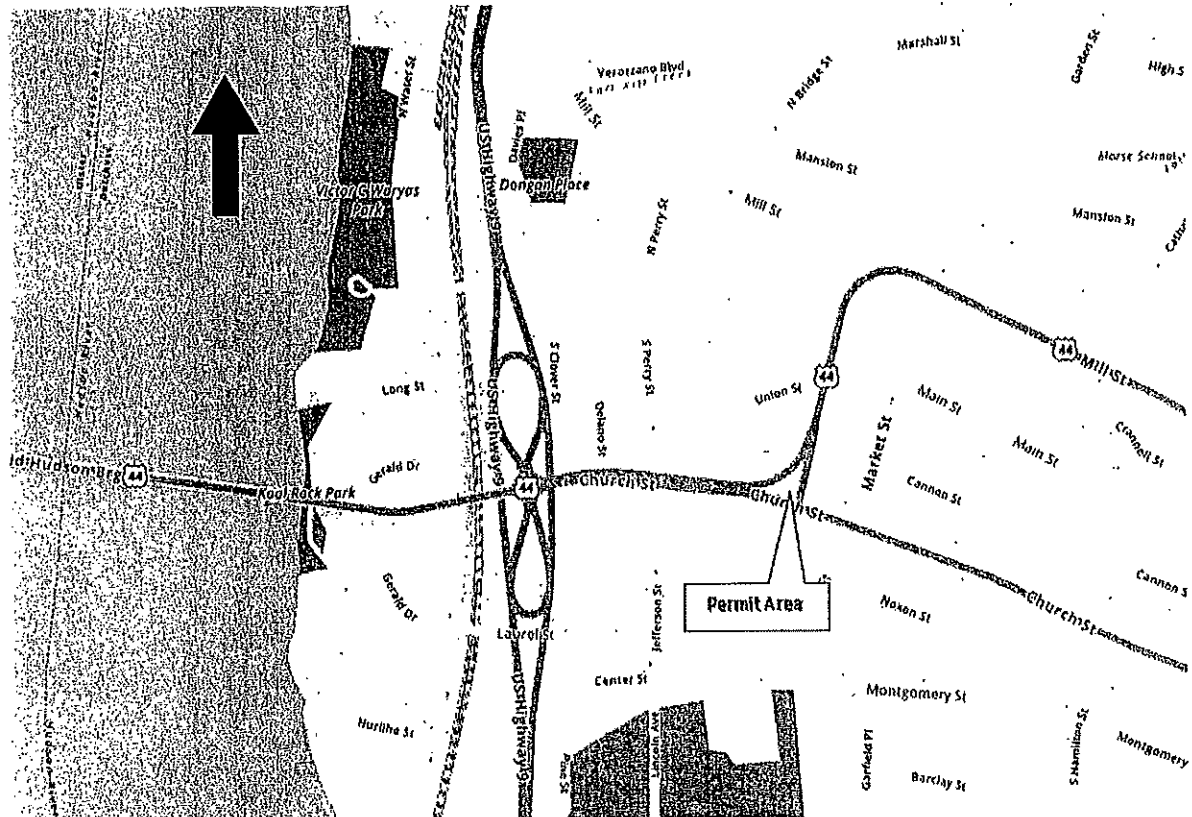
30. Permittee understands that the property included in this agreement is an estimate based on Department of Transportation right-of-way record plans and contract data; surveys, site plans, and other documentation submitted by the Permittee, if any; and public records. It is also understood that unless otherwise indicated, the State has not performed a survey for the purpose of precisely determining the extent of any right-of-way use or encroachment by the Permittee.

Both parties hereby agree that in the event the permit area is determined to be incorrectly or imprecisely identified or calculated, rental adjustments, credits, or refunds, due from or creditable to either the Department or the Permittee, will not predate the term of this Permit.

31. Permittee agrees that acceptance by the State of any payment that is less than the permit fee indicated in this agreement or any subsequent fee update is a partial payment only, insufficient to satisfy, and is not accepted by the State as satisfaction of, the Permittee's obligation to pay the entire fee, and any interest, penalties, and collection charges or assessments, in full and waives any right to assert otherwise.

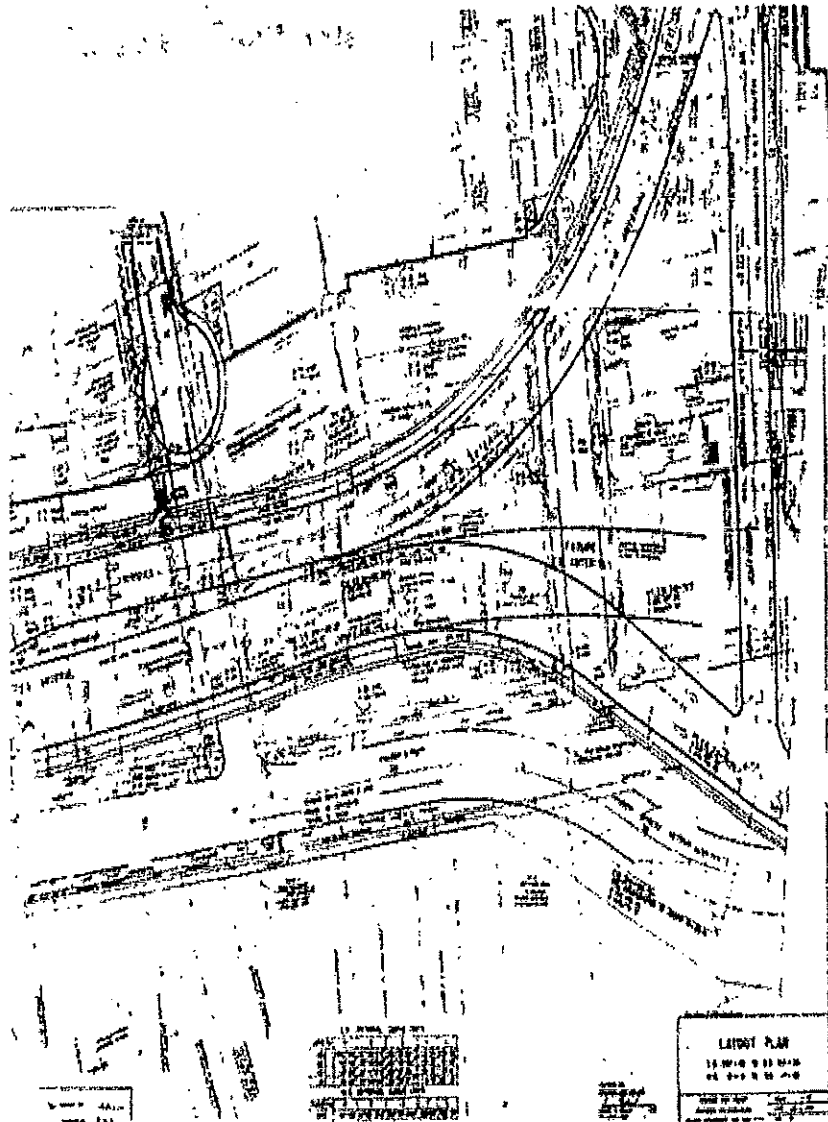
Permit Account No. 81936

**Use & Occupancy Permit No. 81936
City of Poughkeepsie
City of Poughkeepsie, Dutchess County**



Permit Account No. 81936

**Use & Occupancy Permit No. 81936
City of Poughkeepsie
City of Poughkeepsie, Dutchess County**



Official Minutes of the Common Council Meeting of January 7, 2019

R19-17						
☒ Accepted ☐ Defeated ☐ Tabled	Councilmember Salem	Voter	☒	☐	☐	☐
	Councilmember Brannen	Voter	☒	☐	☐	☐
	Councilmember Cherry	Voter	☐	☐	☐	☒
	Councilmember McNamara	Voter	☒	☐	☐	☐
	Councilmember Flowers	Voter	☐	☐	☐	☒
	Councilmember Petsas	Voter	☒	☐	☐	☐
	Councilmember R. Johnson	Voter	☒	☐	☐	☐
	Councilmember L. Johnson	Voter	☒	☐	☐	☐
	Chairwoman Finney	Voter	☒	☐	☐	☐

VIII. ORDINANCES AND LOCAL LAWS:

IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:

1. **FROM CITY ADMINISTRATOR NELSON**, a communication on the creation of a Human Resources Department.

X. NEW BUSINESS:

Councilmember Lorraine Johnson submitted the following for the record:

I think that it is very unfortunate that councilman **Matt Mc Nammara** would start the New Year with so much **negativity**. To call his fellow council members **DYSFUNCTIONAL!**

But to be a **sore loser**, when no one even nominated you for Vice Chair nor did you have the votes speaks volumes.

But who in their right mind would elect someone who claims he wanted to throw his hat in the ring to bring people together. Yet Matt you have done the **opposite on day one of a New Year**.

To publicly insult a fellow councilman and bring judgment onto others was a **display of disgraceful behavior!**

Attacking the other elected officials who were elected THREE TERMS when you Matt was placed in your seat by the very council members that you called **dysfunctional**, they could have chose someone else respectfully.

You were **given your seat on a silver platter**, while we had to campaign and do the groundwork from **day one!**

You should be thankful to this council because the only dysfunctional act that they have committed was placing you in that seat!

I WOULD LIKE TO SUBMIT MY STATEMENT IN THE MINUTES

THANK YOU, COUNCILWOMAN LORRAINE JOHNSON

XI. OLD BUSINESS:

XII. ADJOURNMENT:

A motion was made by Councilmember Cherry and Councilmember Petsas to adjourn the meeting at January 7, 2019

Dated: April 5, 2019

I hereby certify that this true and correct copy of the Minutes of the Common Council Meeting held on

Respectfully submitted,

Deanne L. Flynn
City Chamberlain

STATE OF NEW YORK: COUNTY OF DUTCHESS
CITY OF POUGHKEEPSIE

-----X
In the Matter of the Claim of

KIM M. NORTH,

Claimant,

NOTICE OF CLAIM

-against-

CITY OF POUGHKEEPSIE,

Respondent.
-----X

TO: CITY OF POUGHKEEPSIE

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 APR -3 PM 12:06

PLEASE TAKE NOTICE that Claimant, KIM M. NORTH, has a claim and hereby makes a claim against the CITY OF POUGHKEEPSIE, located in the County of Dutchess, State of New York, for personal injuries sustained by the claimant as follows:

1. The claimant resides at 5 Mansion Street, Apartment 1, Poughkeepsie, NY 12601.
2. The date and time when the accident occurred: February 23, 2019 at approximately 6:25 p.m.
3. The accident occurred in the public sidewalk owned by the City of Poughkeepsie adjacent to the parking lot of the Interfaith Towers apartments at 33 Mansion Street. Said sidewalk adjoins the curb cut and ramp that allows for vehicles to enter the parking lot.
4. The aforesaid accident and the resulting damages hereinafter alleged as serious injuries were caused wholly or in part through the negligence, carelessness and recklessness of the City of Dutchess specifically by not properly designing the aforesaid sidewalk and the drainage that fronted the street and allowing for the drainage to be established in the parking lot that was then constructed under the sidewalk area allowing the aforesaid sidewalk to buckle and become uneven; in not having a proper base and/or structural soundness to the aforesaid sidewalk so as to allow cars to enter the parking lot without causing the sidewalk to heave, buckle, and depress.
5. Upon information and belief, the injuries include, but are not limited to, concussion, closed fracture of the nasal bone, knee injury, head injury, facial contusions, scarring, knee contusions, and possible further injury to the knee; low back pain, neck pain.

PLEASE PRINT OR TYPE FORM CLEARLY

NOTE: Claim must be filed with and served to the City Chamberlain in triplicate (3 copies) within 90 days after the claim arises. Use additional sheets if necessary.

NOTICE OF CLAIM
AGAINST
THE CITY OF POUGHKEEPSIE, NEW YORK

TODAY'S DATE: 2/18/19

NAME AND ADDRESS OF EACH CLAIMANT:

Caitlin Riley
4 Stratford Avenue
Beacon NY 12508

TELEPHONE NUMBER: 845 591 2151 Caitlin / Robert Riley 845 590 4117

NAME AND ADDRESS OF ATTORNEY (IF ANY):

NOT ASSIGNED AT THIS TIME

CITY OF POUGHKEEPSIE
CITY CHAMBERLAIN
2019 APR -2 PM 3:08

DESCRIBE WHAT HAPPENED AND AMOUNT CLAIMED (PLEASE STATE DATE, TIME, LOCATION, AND MANNER IN WHICH CLAIM AROSE):

2/5/19 I was a juror and parked my car at the City owned parking garage across the street from the civic center (Market Street) I was walking down the steps on the second floor of the parking garage and fell because the steps were not cleaned and properly maintained. The metal steps were wet and slippery and there was no snow-melt material on steps. Even the hand-railings were wet. (An alternate juror heard me fall and returned to help me).

ITEMS DAMAGED OR INJURIES SUSTAINED: returned to help me).
When I fell I hit the back of my head, my back, and left shoulder. Loss of one week's wages plus medical bills.

Caitlin Riley
Signature of Claimant

Caitlin Riley
Signature of Claimant

STATE OF NEW YORK, COUNTY OF Dutchess s.s.:

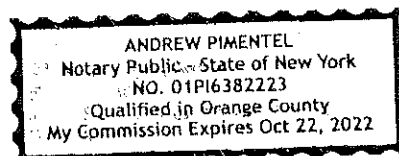
Caitlin Riley being duly sworn, say(s) that he/she is/are the claimant(s) named in the foregoing claim, that he/she has/have read the same and know(s) the contents thereof; that the same is true to his/her own knowledge, except as to the matters alleged upon information and belief and as to those items, he/she believes it to be true.

Caitlin Riley
Signature of Claimant

Caitlin Riley
Signature of Claimant

Sworn to before me this
2 day of April, 2019

[Signature]
Notary Public



NOTE: After submitting this form to the City Chamberlain, please direct any inquires to the Corporation Counsel at (845) 451-4065, Monday to Friday, 8:30 a.m. - 4:00 p.m.