



**SPECIAL MEETING OF THE
COMMON COUNCIL**

Common Council Chambers
Monday, December 14, 2015
6:30 p.m.

I. PLEDGE OF ALLEGIANCE:

ROLL CALL

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

III. MOTIONS AND RESOLUTIONS:

- 1. FROM CHAIRMAN PETSAS, Resolution R15-91, adopting the 2016 Budget with amendments.**
- 2. FROM CORPORATION COUNSEL ACKERMANN, SEQRA and Sale Resolution R15-92 and R15-93 approving the Sale of 36 North Clover Street.**

IX. ADJOURNMENT:

RESOLUTION
(R-15-91)

INTRODUCED BY COUNCILMEMBER _____ :

WHEREAS, pursuant to the Administrative Code of the City of Poughkeepsie, estimates of budget requirements for the year 2016 have been certified to the Mayor, City Administrator and the Commissioner of Finance by the various departments, officers, agencies and boards of the City of Poughkeepsie, and

WHEREAS, the Mayor with the help of the City Administrator and the Commissioner of Finance did review the aforementioned estimates with the various departments, officers, agencies and boards, and

WHEREAS, the Mayor did prepare a proposed budget for the year 2016 based on these aforementioned reviews, which proposed budget with the Mayor's budget message was submitted to the Common Council on October 15, 2015; and

WHEREAS, subsequent to a notice of public hearing being published in the official newspaper in compliance with provisions of the City Administrative Code, a public hearing was duly held on December 7, 2015; and

NOW, THEREFORE, BE IT

RESOLVED, that the 2016 preliminary budget amended by the changes set forth on the annexed Exhibit A be and hereby is adopted and declared to be the budget of the City of Poughkeepsie for the year 2016, and be it further

RESOLVED, that the amounts of said budget appropriations, estimated revenues, and contributions from fund balances, be and are hereby appropriated as therein specified in accordance with the provision of the Charter and Administrative Code of the City of Poughkeepsie and General and Special laws of the State of New York applicable to said City, and be it further

RESOLVED, that the aforementioned general ad valorem taxes required to be raised for such budget purposes would need a homestead tax rate of \$11.1395 per one thousand dollars and a non-homestead tax rate of \$14.3980 of assessed valuation upon all taxable property of the City of Poughkeepsie according to the valuation of the assessment roll for the current year, and be it further

RESOLVED, that the required water rate for taxable and nontaxable properties is established at \$4.30 per 100 cubic feet, and be it further

RESOLVED, that the required sewer rate for taxable and nontaxable properties is established at \$4.00 per 100 cubic feet, and be it further

RESOLVED, that pursuant to Local Law 3 of 2012 the required sanitation rate for eligible taxable and nontaxable parcels is established as follows:

Single family residence: \$28.00 a month
Two family residence: \$55.00 a month
Three family residence: \$80.00 a month

4 yard dumpster \$170 a month
6 yard dumpster \$240 a month
8 yard dumpster \$320 a month

Mixed-use property: 50.00 a month

RESOLVED, in accordance with the Charter and Administrative Code of the City of Poughkeepsie and on or before the date therein specified, a warrant shall be issued to the Commissioner of Finance as City Treasurer, to collect such taxes in accordance with the provisions of the Charter and Administrative Code of the City of Poughkeepsie applicable thereto, with penalties and interest therein provided.

SECONDED BY COUNCILMEMBER _____

12/14/2015 Proposed Tax Levy

Approp 48,164,494
 Revenues 48,164,494

AFB

2016 Tax Levy 19,919,106

19,919,106

2015 Tax Levy 18,633,401 19,919,106

% of Increase of 2016 vs. 2015 tax levy 6.90%

Tax Rate

Homestead	1,046,368.041	58.51663%	11,655,989.56	0.0111395
Non Homestead	573,906.490	41.48337%	8,263,116.44	0.0143980

Total 1,620,274,531 100.00000% 19,919,106.00

2015	H	\$	10.3800	NH	\$	13.0200
2016	H	\$	11.1395	NH	\$	14.3980

% increase 7.3170% 10.5837%

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

GENERAL FUND

Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.
01.00.2770	Other Unclass Rev.	\$ 90,000.00	0	\$ 90,000
01.00.2210	Gen Serv. Other	\$ 223,300	\$ 40,000	\$ 263,300
01.08.2015	Docking Fees	\$ 300.00	\$ 2,500.00	\$ 2,800.00
01.11.1573	Housing Insp. Fine	\$ 2,500.00	\$ 47,500.00	\$ 50,000.00

COMMON COUNCIL

Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.
01.01.1010.7166	Reimbur-Health Inss	.00	\$ 52,500.00	\$ 52,500.00
01.01.1010.7803	Soc. Sec. Tax	\$ 4,590	\$ 3,676	\$ 8,266
01.01.1010.7803.M	Medicare Tax	\$ 1,075	\$ 860	\$ 1,935
Mayor's 2016				
Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.
01.01.1010.7401	Office General	\$ 2,475.00	\$ 2,475.00	\$.00
01.01.1010.7411	Employee Train	\$ 120.00	\$ 120.00	\$.00
Council Adj.				
Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

PAGE 2

CITY ADMINISTRATOR

Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.
01.03.1230.7102	Salaries-Mgmt.	\$ 110,001	\$ 14,999	\$ 125,001
01.03.1230.7803	Soc. Sec. Tax	\$ 6,820	\$ 3,659	\$ 10,479
01.03.1230.7803.M	Medicare Tax	\$ 1,595	\$ 856	\$ 2,451

Moving Administrative Secretary from Development to City Administrator

01.03.1230.7103	Salary-CSEA	\$.00	\$ 44,008.00	\$ 44,008.00
01.03.1230.7803	Soc. Sec. Tax	\$.00	Included Above	
01.03.1230.7803.M	Medicare Tax	\$.00	Included Above	

CLERK

Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.
01.06.7469.C	Contract Services	\$ 30,000.00	\$ 30,000.00	\$.00
Should be				
01.06.1410.7469.C		\$ 30,000	\$ 30,000	\$ 0

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

PAGE 3

LAW

Acct. # Description Preliminary Mayor's 2016

01.07.1420.7108 Corp. Counsel P/T \$80,008.00

Decrease

\$80,008.00

Council Adj.

\$.00

Mayor's 2016

Acct. # Description Preliminary

01.07.1420.7108 Corp. Counsel \$.00

Correct GL Code 01.07.1420.7102 \$ 248,393

01.07.1420.7803 Social Security \$ 20,759

01.07.1420.7803.M Medicare tax \$ 4,855

Increase

\$95,000.00

Council Adj.

\$95,000.00

\$343,393

\$ 21,689

\$ 5,073

PUBLIC WORKS

Mayor's 2016

Acct. # Description Preliminary

01.08.1620.7471 Utilities-lighting \$ 275,000.00

Decrease

\$ 55,000.00

Council Adj.

\$ 220,000

01.08.5650.7103 Parking Lot Att'dt \$ 34,926.00

01.08.5650.7103 Parking Lot Att'd. \$ 34,320

There is a typo ... 34,926 (Book //entry) ... 34,962 (reduction entry)

01.08.5650.7103 Parking Lot Att'dt \$ 36,463.00

01.08.5650.7103 Parking Lot Att'd. \$ 36,463

01.08.5650.7103 Sr. Park Lot Att'dt \$ 32,407.00

01.08.5650.7103 Maint. Mechanic II \$ 45,303.00

01.08.5650.7103 Maint. Mech. II \$ 45,303

01.08.5650.7103 Total \$ 149,099

01.08.5650.7803 Social Security Tax \$ 9,730.00

01.08.5650.7803 Soc. Sec. Tax \$ 9,730

01.08.5650.7803M Medicare Tax \$ 2,276.00

\$ 34,962.00

\$ 0

\$ 36,463.00

\$ 0

\$ 32,407.00

\$ 45,303.00

\$ 0

\$ 33,013

\$ 9,730.00

\$ 2,048

\$ 2,276.00

\$.00

\$ 34,320

\$.00

\$ 36,463

\$.00

\$ 32,407.00

\$ 45,303.00

\$ 45,303

\$ 116,086

\$.00

\$ 7,682

\$.00

01.09.5650.7803.M Medicare Tax \$ 2,276 \$ 479 \$ 1,797

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

PAGE 4

POLICE DEPT.

Mayor's 2016

Acct. #	Description	Preliminary	Decrease	Council Adj.
01.09.3120.7104G	Salary-Cops Grant	\$ 85,500.00	\$ 42,750.00	\$ 42,750.00
01.09.3120.7177	Accum Pay-Compens	\$ 3,418.00	\$ 3,418.00	.00
01.09.3120.7178	Accum Pay Sick	\$ 3,673.00	\$ 3,673.00	.00
01.09.3120.7179	Accum Pay Vac	\$ 42,719.00	\$ 42,719.00	.00
01.09.3120.7202	Computer Equip	\$ 5,000.00	\$ 5,000.00	.00
01.09.3120.7211	Police Equip	\$ 11,000.00	\$ 1,000.00	\$ 10,000.00
01.09.3120.7108	Parking Officer P/T	\$ 18,034.00	\$ 18,034.00	.00
01.09.3124.7179	Accum Pay Vac	\$ 21,648.00	\$ 8,304.00	\$ 13,344.00
01.09.3127.7211	Police Equip	\$ 13,500.00	\$ 13,000.00	\$ 500.00

Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.
01.09.3120.7103	Pking Control Officers\$	.00	\$ 38,355.20	\$ 38,355.20
01.09.3120.7103	Pking Cont. Offcr.	\$ 0	\$ 38,556	\$ 38,556
01.09.3120.7802	S.S. Tax	\$ 396,295.00	\$ 2,493.08	\$ 398,788.08
01.09.3120.7803	Soc. Sec. Tax	\$ 390,994	\$ 6,249	\$ 397,243
01.09.3120.7802M	Medicare Tax	\$ 92,682.00	\$ 575.33	\$ 93,257.33
01.09.3120.7803.M	Medicare Tax	\$ 91,441	\$ 2,807	\$ 94,248

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

PAGE 5

POLICE DEPT.

Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.
01.09.3130.7103	Parking Lot Attendt \$	.00	\$ 36,463.00	\$ 36,463.00
01.09.3130.7103	Pking Lot Attnd.	\$ 0	\$ 0	\$ 0
01.09.3130.7103	Maint. Mechanic II	\$.00	\$ 45,303.00	\$ 45,303.00
01.09.3130.7103	Pking Lot Attnd.	\$ 0	\$ 0	\$ 0
01.09.3130.7803	S.S. Tax	\$.00	\$ 5,314.79	\$ 5,314.79
01.09.3130.7803	Soc. Sec. Tax	\$ 0	\$ 0	\$ 0
01.09.3130.7803M	Medicare Tax	\$.00	\$ 1,226.49	\$ 1,226.49
01.09.3130.7803.M	Medicare Tax	\$ 0	\$ 0	\$ 0

Please refer to 01.08.5650 on page 4.

Mayor's 2016

Acct. #	Description	Preliminary	Increase	Council Adj.
01.09.3120.7103	Police Aide	\$.00	\$ 43,180.80	\$ 43,180.00
01.09.3120.7103	Police Aide	\$ 0	\$ 43,181	\$ 43,181
01.09.3120.7803	S.S. Tax	\$.00	\$ Refer to total	\$ Refer to total
01.09.3120.7803M	Medicare Tax	\$.00	\$ Refer to total	\$ Refer to total

Refer to Benefits section

01.09.3120.7130	Police Aide	\$.00	\$ 42,161.60	\$ 42,161.60
01.09.3120.7103	Police Aide	\$ 0	\$ 42,162	\$ 42,162
01.09.3120.7803	S.S. Tax	\$.00	\$ Refer to Total	\$ Refer to Total
01.09.3120.7803	Soc. Sec. Tax	\$ 396,295	\$ 948	\$ 397,243
01.09.3120.7803M	Medicare Tax	\$.00	\$ Refer to Total	\$ Refer to Total
01.09.3120.7803.M	Medicare Tax	\$ 92,682	\$ 1,566	\$ 94,248

Refer to Benefits section

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

PAGE 6

POLICE DEPT.

Mayor's 2016

Acct. #	Description	Preliminary	Increase	Council Adj.
01.09.3127.7103	Youth Worker	\$.00	\$ 54,766.40	\$ 54,766.40
01.09.3127.7103	Youth Worker	\$ 0	\$ 54,766	\$ 54,766
01.09.3127.7803	S.S. Tax	\$.00	\$ Please calculate	\$ Please calculate
01.09.3127.7103	Soc. Sec. Tax	\$ 23,879	\$ 3,395	\$ 27,274
01.09.3127.7803M	Medicare Tax	\$.00	\$ Please calculate	\$ Please calculate
01.09.3127.7103.M	Medicare Tax	\$ 5,585	\$ 794	\$ 6379

Refer to Benefits section

01.09.3131.7103	Public Safety Disp.	\$	.00	\$ 50,918.40	\$ 50,918.40
01.09.3131.7103	Pub. Safe. Disp.	\$ 0		\$ 51,663	\$ 51,663
01.09.3131.7803	S.S. Tax	\$	.00	\$ See Total	\$ See Total
01.09.3131.7803M	Medicare Tax	\$	.00	\$ See Total	\$ See Total

Refer to Benefits section

01.09.3131.7103	Public Safety Disp.	\$	.00	\$ 54,787.20	\$ 54,787.20
01.09.3131.7103	Pub. Safe. Disp.	\$ 0		\$ 54,788	\$ 54,788
01.09.3131.7803	S.S. Tax	\$	.00	\$ See Total	\$ See Total
01.09.3131.7803M	Medicare Tax	\$ *	.00	\$ See Total	\$ See Total

Refer to Benefits section

01.09.3131.7103	Public Safety Disp.	\$	.00	\$ 50,918.40	\$ 50,918.40
01.09.3131.7103	Pub. Safe. Disp.	\$ 0		\$ 50,919	\$ 50,919
01.09.3131.7803	S.S. Tax	\$	.00	\$ See Total	\$ See Total
01.09.3131.7803M	Medicare Tax	\$	.00	\$ See Total	\$ See Total

Refer to Benefits section

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

PAGE 7

POLICE DEPT.

Acct. #	Description	Preliminary	Increase	Council Adj.
01.09.3131.7103	Public Safety Disp.	\$.00	\$ 56,368.00	\$ 56,368.00
01.09.3131.7103	Pub. Safe. Disp.	\$ 0	\$ 57,668	\$ 57,668
01.09.3131.7803	S.S. Tax	\$.00	\$ See Total	\$ See Total
01.09.3131.7803M	Medicare Tax	\$.00	\$ See Total	\$ See Total

Refer to Benefits section

01.09.3131.7103	CSEA Salaries	\$ 714,234	\$ 215,038	\$ 929,272
01.09.3131.7803	Soc. Sec. Tax	\$ 51,871	\$ 13,333	\$ 65,204
01.09.3131.7803.M	Medicare Tax	\$ 12,131	\$ 3,119	\$ 15,250

FIRE DEPT.

Mayor's 2016

Acct. #	Description	Preliminary	Increase	Council Adj.
01.10.3410.7102.S	Salaries-Mgmt-Stipds	9,000.00	\$ 9,000.00	\$.00
01.10.3410.7411	Employee-Train/Dev\$	30,420.00	\$ 12,000.00	\$ 18,420.00

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

Acct. #	Description	Mayor's 2016 Preliminary	Decrease	Council Adj.
01.11.3620.7108	Dep. Bldg. Insp. P/T \$	22,680.00	\$ 22,680.00	\$.00

Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.
01.11.3620.7108	Dpty Bldg Insp.	\$.00	\$ 52,507.00	\$ 52,507.00

01.11.3620.7103	Dept. Bldg. Insp.	\$ 0	\$ 52,509	\$ 52,509
-----------------	-------------------	------	-----------	-----------

01.00.3620.7103	Salaries CSEA	\$ 329,040	\$ 8,501	\$ 337,541
-----------------	---------------	------------	----------	------------

01.11.3620.7803	S.S. Tax	\$ 26,878	\$ 3,412.96	\$ 30,290.96
-----------------	----------	-----------	-------------	--------------

01.11.3620.7803.M	Medicare Tax	\$ 6,286.00	\$ 787.60	\$ 7,073.60
-------------------	--------------	-------------	-----------	-------------

01.11.3620.7803	S.S. Tax	\$ 26,878.00	-\$ 891	\$ 25,987
-----------------	----------	--------------	---------	-----------

01.11.3620.7803M	Medicare Tax	\$ 6,286.00	-\$ 208	\$ 6,078
------------------	--------------	-------------	---------	----------

Mayor's 2016

Acct. #	Description	Mayor's 2016 Preliminary	Decrease	Council Adj.
01.11.1440.7102.S	Management Stip.	\$ 5,000.00	\$ 5,000.00	\$.00

01.11.7102.L	Salaries-Long.	\$ 5,200.00	\$ 5,200.00	\$.00
--------------	----------------	-------------	-------------	--------

01.11.1440.7102.L	Salaries Long.	\$ 2,600	\$ 0	\$ 2,600
-------------------	----------------	----------	------	----------

01.11.3620.7102.L	Salaries Long.	\$ 2,600	\$ 0	\$ 2,600
-------------------	----------------	----------	------	----------

Entitled to longevity by contract

01.11.7102.S	Salaries-Stip.	\$ 5,000.00	\$ 5,000.00	\$.00
--------------	----------------	-------------	-------------	--------

Delete ... Duplication of 01.11.1440.7012.S

01.11.1440.7803	Soc. Sec. Tax	\$ 7,425	\$ 333	\$ 7,092
01.11.1440.7803.M	Medicare Tax	\$ 1,740	\$ 81	\$ 1,659

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

PAGE 9

DEVELOPMENT

Acct. #	Description	Mayor's 2016 Preliminary	Decrease	Council Adj.
01.11.7411	Empl. Train/Dev	\$ 6,750.00	\$ 3,750.00	\$ 3,000.00
01.11.3620.7411	Emp. Trng. / Dev.	\$ 5,250	\$ 3,750	\$ 1,500
01.11.3620.7103	Admin. Secretary	\$ 44,008.00	\$ 44,008.00	\$.00
01.11.3620.7803	S.S. Tax	\$ 26,878.00	Included in previous page	
01.11.3620.7803M	Medicare Tax	\$ 6,286.00	Included in previous page	

JOINT WATER FUND

Acct. #	Description	Mayor's 2016 Preliminary	Increase	Council Adj.
90.20.1900.7498	Contingency	\$ 32,429.00	\$ 52,571.00	\$ 85,000.00
90.19.8320.7443	Repair Equip.	\$ 108,000	-\$ 28,000	\$ 80,000
90.19.8330.7469	Cont. Services	\$ 61,100	-\$ 13,071	\$ 48,029

90.19.8320.7440	Repair Build.	\$ 28,000	- \$7,500	\$ 20,500
90.19.8320.7444	Repair Vehicles	\$ 12,000	- \$4,000	\$ 8,000

THE COMMON COUNCIL 2016 PRELIMINARY BUDGET ADJUSTMENTS

PAGE 10

GENERAL FUND

Acct. #	Description	Mayor's 2016 Preliminary	Dec / Inc	Council Adj.
01.20.7491	Insurance-Direct	\$500,000.00	\$200,000.00	\$300,000.00
01.20.1910.7491	Insurance Direct	\$ 500,000	\$ 200,000	\$ 300,000
01.20.7498	Contingency	\$700,000	\$ 0	\$700,000
01.20.1900.7498	Contingency	\$ 700,000	\$ 296,737	\$ 996,736
Employee Benefits				
01.21.9000.7808	Health Insurance	\$ 6,000,000	\$ 91,735	\$6,091,735

Summary of Financial Impact

Mayor's Preliminary Budget

Revenue \$ 47,720,759
Expenditures \$ 47,720,759

Tax Levy 2016
01.00.1001 \$ 19,565,071

Tax Levy 2015 \$ 18,633,401

Tax Levy Increase 4.99%

Common Council Budget Amendments

Revenue \$ 48,164,494
Expenditures \$ 48,164,494

Net Amount \$ 0

Tax Levy 2016
01.00.1001 \$ 19,919,106

Tax Levy 2015 \$ 18,633,401

Tax Levy Increase 6.90%

RESOLUTION

(R-15-92)

RESOLUTION OF THE CITY OF POUGHKEEPSIE CONCERNING A DETERMINATION OF ENVIRONMENT SIGNIFICANCE PERTAINING TO THE STATE ENVIRONMENTAL QUALITY REVIEW (SEQRA) AS IT RELATES TO THE RESTORATION OF PELTON MANSION (A/K/A HILL HOUSE) AND THE DEVELOPMENT OF APPROXIMATELY 38 RESIDENTIAL APARTMENTS IN FOUR NEW BUILDINGS; LOCATED AT 36 NORTH CLOVER STREET IN THE CITY OF POUGHKEEPSIE, NEW YORK.

INTRODUCED BY COUNCIL PERSON _____ :

WHEREAS, the City of Poughkeepsie Common Council has previously forwarded, to the hereto attached list of potential lead agencies, a statement expressing its intention to be designated as lead agency for a coordinated review of a Type 1 Action pertaining to the State Environmental Quality Review Act (SEQRA) for the action as outlined above; and

WHEREAS, the Common Council has determined that the above referenced action is a Type 1 Action under SEQRA due to the fact that the subject building is located in the Union Street Historic District which boundary was increased by the Mill Street-North Clover Historic District, is locally designated pursuant to §19-4.5 of the Code of Ordinances of the City of Poughkeepsie and is substantially contiguous to several properties located on both the State and National Register of Historic Places; and

WHEREAS, the Common Council has further forwarded an Environmental Assessment Form (EAF) to all potentially involved and/or interested agencies; and

WHEREAS, none of the potentially involved agencies have objected to the determination of lead agency status by the City of Poughkeepsie Common Council within the mandated thirty (30) day period; and

WHEREAS, the specific action as contemplated by Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Review Act) of the Environmental Conservation Law is the proposed sale of approximately 2.45 acres of City property located at 36 North Clover Street in the City of Poughkeepsie, State of New York (the, "Project") which property was alienated by act of the New York State legislature and the development of multifamily housing with required approvals as identified in the FEAF; and

WHEREAS, in consideration of issuing this negative declaration the Common Council of the City of Poughkeepsie the Common Council considered the following;

1. Full Environmental Assessment Form including Parts 1-3 Dated 10/30/15
2. Supporting information contained in FEAF dated 10/30/15
3. NYSOPRHP submittal with supporting

- Documentation dated November 20, 2015
4. NYSOPRHP submittal including revised concept plan;
 5. Proposed Pelton Mansion elevations;
 6. Rendering of proposed new residential buildings;
 7. Elevations of proposed new residential buildings;
 8. Photographs of Pelton Mansion and nearby structures;
 9. Aerial view of site and vicinity
 10. Proposed Contract of Sale with Pelton Partners, LLC
 11. NYSOPRHP letter dated 12/7/2015;
 12. Numerous correspondence from public submitted as well as comments obtained from public;
 13. Memorandum to Paul Ackermann from Greg Bolner dated 12/14/2015;
 14. Revised Full Environmental Assessment Form dated 12/14/15 including Parts 1-3;
 15. Supporting information contained in the Revised FEAF dated 12/14/15; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the City of Poughkeepsie Common Council be and hereby is designated as lead agency for the purposes of the New York State Environmental Quality Review Act (SEQRA), in connection with the proposed project as previously outlined herein.
2. That the attached Negative Declaration dated December 14, 2015 is hereby accepted and incorporated as part of this resolution.
3. That the Common Council, as lead agency, hereby determines that the proposed action, as previously outlined herein, and for the reasons set forth in the attached determination of non-significance, will not result in a significant adverse impact on the environment and thus declares, authorizes and approves that a negative declaration in the form and substance annexed hereto be authorized and approved.
4. That based upon the determination that the proposed action will not have a significant impact on the environment, the Common Council further determines as lead agency that an Environmental Impact Statement (EIS) is not required for the proposed action.
5. That pursuant to Section 617.12(b)(2) of the New York State Environmental Quality Review Act (SEQRA), the Common Council shall maintain a file of its determination and supporting reasons that shall be available for public inspection in the Office of the City Chamberlain, First Floor, Municipal Building, 62 Civic Center Plaza, Poughkeepsie, New York 12602; and shall file a copy with the City of Poughkeepsie chief executive officer; with the lead agency; with any person requesting a copy; with all other involved agencies; with the New York State Department of Environmental Conservation; and with the applicant.

SECONDED BY COUNCIL PERSON _____

**State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance**

Project Number:

Date:

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The City of Poughkeepsie as Lead Agency has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

Name of Action: Pelton Manor

SEQR Status: Type I

Conditioned Negative Declaration: No.

Location of Action: 36 North Clover Street, City of Poughkeepsie
(Parcel Number 134001-7057-13-224427 on the City of Poughkeepsie official tax map)

Description of Action:

The Applicant, Pelton Partners, LLC, proposes to purchase the 2.45 acre property located at 36 North Clover Street from the City of Poughkeepsie to construct a small apartment complex with associated parking, to be known as Pelton Manor. The parcel contains the Pelton Mansion (AKA Hill House), which is located in the City of Poughkeepsie's Mill Street - North Clover Street Historic District. The 36 North Clover Street property was also designated as a local historic site by the City of Poughkeepsie Common Council on July 29, 2010; therefore, the proposed renovations and construction will require a Certificate of Appropriateness from the City's Historic District and Landmark Preservation Commission. The Pelton Mansion building was previously used as a day nursery. The Applicant proposes to restore the exterior of the Pelton Mansion structure in a historically appropriate manner and utilize the space for additional apartment units and/or potential full or partial occupancy by a non-profit or governmental agency, to the extent permitted by current zoning regulations. The Pelton Manor development will include a community garden and a parking garage to accommodate ten vehicles. The Applicant will seek financial assistance from the City of Poughkeepsie Industrial Development Agency (IDA). An area for limited public access for passive recreation consistent with private use of the property will be provided. In addition to the proposed development, the Applicant proposes to make a monetary donation to the City toward the future creation of a "pocket park" with a fountain on the corner across Davies Place from the site.

Three concept plans were provided in Attachment A of the FEAF. Concept Plan A shows 38 apartment units (32 two-bedroom and 6 one-bedroom units) and 1,500 SF of non-profit/governmental space. In the event that a non-profit or governmental agency is not available for occupancy, Concept Plan B shows 39 apartment units (33 two-bedroom and 6 one-bedroom units) with no non-profit/governmental space. Concept Plan C shows 38 apartment units (32 two-bedroom and 6 one-bedroom units) and 4,500 SF of

non-profit/government space (entire Pelton Mansion). Since the plan is conceptual at this time, the number of bedrooms may change slightly as the design is developed.

Based on a review by the NYS Office of Parks, Recreation, and Historic Preservation (NYSOPRHP), a fourth plan has been developed. At the recommendation of NYSOPRHP, the new buildings have been relocated along the western edge of the site in adjusted locations and sizes. The two structures adjacent to the Pelton Mansion house are reduced in size to be smaller than the two buildings facing Dongan Park. The southernmost building facing Davies Place has been relocated to allow greater visibility of the Pelton Mansion when viewing from this structure from the south, and so more specimen trees can remain intact. The multifamily building on the north side of the manor house has also been reduced in size to allow the public sitting area to be larger.

The proposed action for the purpose of SEQR review includes the proposed transfer of property from the City of Poughkeepsie to the Applicant; site plan review by the City of Poughkeepsie Planning Board for the proposed Pelton Manor residential development with potential non-profit/governmental agency space (to the extent permitted by current zoning regulations); potential future construction of the pocket park; a Certificate of Appropriateness from the City's Historic District and Landmark Preservation Commission; and a parking variance from the City of Poughkeepsie Zoning Board of Appeals. The project area for the FEAf consists of the 2.45 acre project parcel plus the estimated 0.02 acre area of disturbance for the potential future construction of the pocket park, for a total of 2.47 acres. Please refer to Attachment A of the FEAf, *Concept Plans*. The project parcel is identified as 131300-6062-75-837228 on the City of Poughkeepsie Tax Map. The potential future pocket park area is located on a 0.02 acre portion of parcel 131300-6061-27-794956, which is currently owned by Conrail and contains the Poughkeepsie Railroad Station.

Reasons Supporting This Determination:

A Part 1 Full Environmental Assessment Form was circulated by the Lead Agency on November 6, 2015. The Lead Agency conducted its own independent review and analysis of the information provided and the potential environmental effects.

Per Section 617-7 of the SEQR regulations, the following criteria were used to determine whether the proposed Type I action may have a significant adverse impact on the environment.

- (i) *A substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems.*

The proposed development will not affect air quality. During construction, a small amount of dust may be generated as a result of vehicle movement on unpaved areas and disturbance of surface soils. Mitigation measures to avoid impacts on air quality during construction are principally designed to prevent blowing of dust off-site. The majority of soil dust emissions are expected to settle out within a few feet of the area of disturbance. Smaller dust particles may, however, become airborne for longer periods of time and, depending on wind velocity and turbulence, could be carried off-site. The following measures will be undertaken to avoid blowing of dust off-site:

- o Placement of any removed topsoil into a topsoil storage area which would be seeded with quick cover vegetation to prevent erosion.

- o Watering all exposed soil and rapidly stabilizing the regraded areas with topsoil, loam and/or seeding.
- o Wetting of the roadways with water as needed.

The project site does not contain any State regulated wetlands or streams or NWI wetlands. A NYSDEC stream, the Fallkill Creek, NYSDEC Stream H-114, flows in a westerly direction just north of Dongan Place. The proposed project is not expected to adversely impact any wetlands or streams.

A Traffic Assessment was prepared which finds that based on the observed traffic patterns and volumes on North Clover Street and the immediate area, and the expected project generated traffic, the proposed Pelton Manor project will not have any significant impact on the local roadway system and no mitigation due to project generated traffic is warranted (Attachment C of the FEAF). Traffic generated by the proposed project is expected to be less than traffic generated by the former day nursery facility.

The existing Pelton Mansion is connected to municipal water and sewer service. The proposed project will also connect to municipal water and sewer service. The proposed development will result in an increase in water usage and wastewater generation over the former use of the site as a day nursery. Correspondence from the City of Poughkeepsie Commissioner of Public Works dated October 26, 2015, and Ed Steeprook, Project Manager of the City water plant operations dated October 28, 2015, indicate that the City has sufficient capacity to provide water and sewer service to the proposed project (Attachment B of FEAF). The City Water and Sewer Departments will have the opportunity to further review the site plan once more detailed plans are generated during the site plan review process.

The proposed project will result in a slight increase in solid waste generation at the site; however, the amount is expected to be insignificant and will not result in any adverse impacts to the Dutchess County Resource Recovery Agency's ability to handle the additional waste.

The Proposed Action requires a NYSDEC SPDES General Permit GP-0-15-002. The proposed project will comply with water quality standards and effluent discharge requirements established by NYSDEC with no significant impacts to surface or groundwater.

- (ii) *The removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources.*

The project site consists of lawn and landscaped areas with scattered mature trees, including Linden, Red Maple, Norway Maple, Sugar Maple, and one Coffee tree. The project has been designed to preserve mature trees along Davies Place on the west side of the site that are determined to be healthy by a certified arborist. Although some trees will need to be removed for the proposed construction, the site plan will include significant new landscaping with tree species similar in variety to existing trees on the site and in the neighborhood, resulting in a net gain of trees. Detailed landscaping plans will be developed during the site plan approval process.

According to the NYSDEC Environmental Resource Mapper, there are known occurrences of endangered, threatened, or rare species in the vicinity of the project site, and the Hudson River is

considered a Significant Natural Community, a tidal river. According to the US Fish & Wildlife Service (USFWS) IPaC Trust Report, there is potential for two endangered and one threatened species in the vicinity of the project site. The IPaC report indicates that no "critical habitat" for these species or any other species has been designated by the USFWS within the project site. The project site is located in an urban area, and most of the proposed development is in previously disturbed areas. The project site is located approximately 1,000 feet from the Hudson River, so no impacts to the Tidal River Significant Natural Community are anticipated. The project will include the removal of some trees; however, all tree clearing will occur between October 1st and March 31st to ensure no potential take of the Indiana bat or NLEB, as during this time, the bats would be hibernating and not present onsite.

Therefore, no adverse impacts in regard to vegetation removal or endangered, threatened, or rare species or significant habitat will occur as a result of the proposed project.

- (iii) *The impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617.14(g) of this Part.*

There are no designated Critical Environmental Areas in the vicinity of the project site.

- (iv) *The creation of a material conflict with a community's current plans or goals as officially approved or adopted.*

The project site is located in the Medium High-Density Residential (R-4) zoning district as designated by City of Poughkeepsie Zoning Map. A multifamily use is a permitted use in the R-4 Zoning District, and the proposed site plan complies with the bulk requirements for the R-4 zoning district and with the City's maximum density per Section 19-3.15(4)(c). The number of parking spaces proposed does not meet the City's required parking per Section 19-4.3(11) of the City of Poughkeepsie Zoning Code. The proposed purchase contract between the Applicant and the City of Poughkeepsie contains a provision that 1.5 parking spaces per unit will be provided for all residential units. An area variance from the City of Poughkeepsie Zoning Board of Appeals will be required. The central location of the Pelton Manor project is conducive to pedestrian and transit oriented travel, with City bus and railroad transportation available and parks and the Walkway Over the Hudson within walking distance. The adjacent parcel to the west is part of the Conrail parcel which contains the Poughkeepsie Railroad Station with Metro North and Amtrak service. The City of Poughkeepsie "Main Street" and "Special" bus routes pass by the site along Davies Place, and the "Shoppers Special" bus route is only a block away. Thus, it is anticipated that many of the future residents of the project will utilize public transportation or walk to nearby destinations. The reduction in the number of parking spaces on the site allows for an increase in the amount of green space.

The project is located in close proximity to the City's new Waterfront Transit Oriented District (WTOD), which is located approximately 200 feet west of the site. The purpose of this district is to "encourage a pedestrian-friendly, urban mix of public, recreational, residential, and compatible commercial uses within walking distance of waterfront parks, the Walkway Over the Hudson elevator, and the Railroad Station." The proposed residential development is ideally located to support this goal, and the project includes features to promote walking and bicycling such as sidewalks, bicycle racks, and an area in the northwest corner of the site for limited public access for passive recreation which will contain an overlook with benches for public use. The Applicant also proposes to make a monetary donation to the City toward the future creation of a "pocket

park" with a fountain on the corner across Davies Place from the site or toward improvements at other City parks, which is consistent with the new district's streetscape standards and site standards. The WTOD site standards also recommend the adaptive reuse of existing buildings, with which the project is also consistent. The parking standard for a residential dwelling in the WTOD is only 0.5 space per dwelling unit, which is less than the 1.5 spaces per dwelling unit provided on the proposed concept plan.

The City of Poughkeepsie Comprehensive Plan adopted in 1998 does not provide specific recommendations for the project site, other than recommending "a downtown core surrounded by professional offices, neighborhood commercial uses, and a mix of office and residential uses surrounding the linear Main Street corridor". The proposed project is consistent with this recommendation.

According to the City of Poughkeepsie Local Waterfront Revitalization Plan (LWRP), the project site is not located within the designated Coastal Zone. The proposed project is consistent with the coastal policies listed in the LWRP.

Therefore, the proposed project is consistent with the City's current plans and goals.

- (v) *The impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character.*

The project parcel contains the Pelton Mansion, AKA Hill House, which was originally constructed in 1859 and is in the National Register listed Mill Street-North Clover Street Historic District (Listing 90NR00369), and the project site is within a known archeologically sensitive area. The Applicant is determining whether the site is located within a City of Poughkeepsie created historic district. If the site is determined to be located within a City-created historic district, a Certificate of Appropriateness will be requested from the City's Historic District and Landmark Preservation Commission. A Phase 1A Literature Review & Sensitivity Analysis and Phase 1B Archeological Field Reconnaissance Survey (Attachment D of the FEAF) indicates that Hill House (AKA Pelton Mansion) is not listed individually on the National Register. The Phase 1A finds that no National Register eligible properties will be impacted by the proposed project. A Historic Building Assessment of the Pelton Mansion (also known as the Hill House and former Poughkeepsie Day Nursery) was prepared by Hudson Valley Cultural Resource Consultants, Ltd (HVCRC). This Assessment finds that the proposed undertaking, including the renovations to the Pelton Mansion, will not have an adverse effect on the structure or impact its listing as part of the North Clover-Mill Street Historic District.

The Phase 1B report finds that no significant cultural material of any kind was recovered from the shovel tests, and that no further archeological investigation is warranted for the Pelton Manor project. The Phase 1A/1B report was submitted to NYS Office of Parks, Recreation and Historic Preservation (NYSOPRHP) for review (NYSOPRHP Project #15PR06519). Correspondence from Tim Lloyd of NYSOPRHP on December 2, 2015, indicates that he concurs with the report recommendation that no additional archaeological work is necessary.

The Applicant proposes to restore the exterior of the Pelton Mansion structure in a historically appropriate manner and utilize the space for additional apartment units and/or potential full or partial occupancy by a non-profit or governmental agency, to the extent permitted by current zoning. The proposed apartments are a permitted use in the R-4 zoning district and are consistent

with other nearby uses and structures. The Applicant has consulted with NYS Office of Parks, Recreation, and Historic Preservation (NYSOPRHP). Copies of the November 30, 2015, and December 2, 2015, correspondence to NYSOPRHP with attachments (including the revised concept plan) were provided to the Common Council on December 7, 2015 as a supplement to the SEQR documentation. NYSOPRHP issued a letter dated December 10, 2015, stating that NYSOPRHP has no concerns with the current proposal to rehabilitate the historic building and construct additional housing on the site, and that it is encouraged by plans to rehabilitate Hill House in a historically appropriate manner. The letter finds that the most recently updated site plan is compatible with the historic building, site and historic district. The Applicant will continue to work with NYSOPRHP as construction documents become available at the time of the State level 14.09 review. The proposed plan shows sufficient space around the Pelton Mansion building to preserve the view of the building. The exterior of the Pelton Mansion structure will be restored in accordance with the Applicant's contract with the City of Poughkeepsie. The architectural plans have yet to be developed. Some of the project detailing shall be determined once the final building program has been set. However, some of the work being contemplated includes:

1. Removal of the metal fire escapes;
2. Reconstruction of the existing entry porches;
3. Rebuild and repointing of the exterior masonry;
4. Repair and replacement of all damaged exterior wood trims, fascia, brackets and the like;
5. Repair and/or replacement of all gutters and leaders, as necessary;
6. Replacement of existing windows with new design compatible and energy efficient windows;
7. Modification of the exterior façade where emergency egress doors have previously been installed;
8. Reconstruction of the exterior enclosed porches and modification of the window types and locations;
9. Removal of the existing shutters;
10. Repainting of the existing exterior masonry and woodwork;
11. Installation of new exterior lighting; and
12. Potential uncovering and restoration of the original brick exterior columns that support the porch structures.

The Applicant, as part of the purchase contract with the City of Poughkeepsie, agrees to enter into a façade easement to ensure that the exterior of the building will be properly restored at this time and maintained into the future.

Most of the structures in the vicinity of the Pelton Manor site were constructed during the post-Civil War housing boom. The area as a whole is an untouched 19th Century setting lined with residences interspersed with churches and public buildings representing architectural styles ranging from Greek Revival to Italianate Villas to 1960's Modern. Photos of nearby structures are provided in the Phase 1A Literature Search and Sensitivity Assessment and Archaeological Field Reconnaissance Survey provided as Attachment D of the FEA. The architectural design of the

new buildings will be compatible with the Pelton Mansion building and other existing buildings in the neighborhood. The new structures shall be scaled to reflect the heights and densities found in the surrounding neighborhood. These structures are currently planned to be finished with masonry, vinyl and various cementitious materials to replicate wood siding, porches, railings and trims. The detailing of these new buildings shall be influenced by the many varying historical styles found within the surrounding Mt. Carmel neighborhood. This area, as previously mentioned, is a melting pot of styles and timeframes, and it is the Applicant's intention that the new structures will reflect this architectural diversity. While the project design will reflect the historic past of the surrounding neighborhood, it will also celebrate its own time in history as well as the surrounding industrial history, such as can be found in the adjacent railroad station complex. There also will be an architectural dialogue between the new buildings and the existing Pelton Mansion.

The siting of the buildings will reflect those shown on the concept site plans, with those structures facing Dongan Place having a more traditional relationship with the adjacent street. While the existing stone wall surrounding the site will be preserved, the buildings facing Dongan Place will be located as close to this historic wall as possible, while also allowing for a connecting sidewalk and landscaping. New street lighting and street trees will also be considered as part of the effort along Dongan Place.

Elevation drawings of Pelton Manor, a conceptual rendering of the proposed new buildings to be placed along Dongan Place along with proposed elevation drawing and site section were submitted to the City Council on December 7, 2015, as a supplement to the SEQR documentation. The site section suggests a different scaling along Dongan Place to that in the inner part of the site. This strategy will help retain the prominence of the existing mansion. Final determinations regarding building massing and placement will be made once the final site mapping has been completed and the property geology has been studied. Images of influential neighboring buildings as well as others found within the City of Poughkeepsie, as sources for design inspiration, were also submitted to the Common Council on December 7, 2015. The mansion is difficult to view during the leaf on season. The landscaping on the site will be thinned and selectively cleared to allow for a stronger presence of the Pelton Mansion, as the site has been seriously overgrown over the past few decades.

Based on this information, the proposed project will not adversely impact any architectural or aesthetic resources or neighborhood character.

(vi) A major change in the use of either the quantity or type of energy.

The proposed action will not result in a major change in the quantity or type of energy used. The proposed new buildings will be designed with new and green technology. Water fixtures will be installed with modern water-saving features, and existing windows will be replaced with new energy efficient, design-compatible windows. A temporary increase in energy usage may occur as a result of the operation of construction equipment.

(vii) The creation of a hazard to human health.

The proposed action will not create any hazards to human health. Correspondence from Ronald Knapp, City of Poughkeepsie Police Chief, dated October 23, 2015, indicates that he finds no concerns regarding this project having a negative impact on the operations of the Police

Department, and that the Police Department has the capacity to support the advancement of the proposed development plan. Correspondence from Mark Johnson, Chief of the City of Poughkeepsie Fire Department, indicates that he has been involved in the review of the proposed project from the initial stages, and it is his opinion that the City of Poughkeepsie Fire Department is capable of handling the needs of the project as proposed. This correspondence is provided as Attachment B of the FEAF. The City Fire Department and Police Department will have the opportunity to further review the site plan once more detailed plans are generated during the site plan review process.

- (viii) *A substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses.*

The proposed action will change the current use of the property from a former day nursery to apartments, which are a permitted use in the R-4 zoning district. The adoption of new legislation by New York State (Bill S5812A) authorizes the City of Poughkeepsie to discontinue the use of certain lands as parklands, including the Pelton Mansion site, and to sell and convey such lands to a private entity for a public benefit and economic development, with the dedication of an amount equal to or greater than the fair market value of the property for the acquisition of additional parklands and/or for capital improvements to existing park and recreational facilities. The proposed project includes an area in the northwest corner of the site for limited public access for passive recreation consistent with private use of the property which includes an overlook with benches for public use. Rules related to time of use and conduct will be determined during the site plan approval process. Additionally, as part of the proposed project, the Applicant proposes to make a monetary donation to the City toward the future creation of a "pocket park" with a fountain on the corner across Davies Place from the site or for improvements at an existing City park. There are no agricultural uses in the vicinity of the project site.

Therefore, the proposed project will not have a significant adverse effect on land use, open space, or recreational resources.

- (ix) *The encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action.*

The proposed action will not encourage or attract a large number of people to the site other than an increase in the number of residents who will occupy the new apartments and a temporary increase in visitors to the site during construction activities.

- (x) *The creation of a material demand for other actions that would result in one of the above consequences.*

The proposed action will not result in a material demand for other actions.

- (xi) *Changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.*

The proposed action will not result in any significant adverse impacts when considering the combination of any of the described small impacts resulting from the proposed project.

(xii) Two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

There are no other actions being undertaken that are related to the proposed action.

CITY OF POUGHKEEPSIE COMMON COUNCIL
PELTON MANOR

LEAD AGENCY NOTICE
LIST OF INVOLVED/INTERESTED AGENCIES

LEAD AGENCY:

City of Poughkeepsie Common Council
City Hall
PO Box 300
Poughkeepsie, NY 12602

INVOLVED AGENCIES:

NYS Department of Environmental Conservation
Division of Environmental Permits Region 3
21 South Putt Corners Road
New Paltz, New York 12561-1696

New York State Department of State
Office of Planning and Development
Consistency Review Unit
One Commerce Plaza Suite 1010
99 Washington Avenue
Albany, NY 12231

Dutchess County Department of Health
85 Civic Center Plaza Suite 106
Poughkeepsie, NY 12601

City of Poughkeepsie Industrial Development Agency (IDA)
City Hall
PO Box 300
Poughkeepsie, NY 12602

City of Poughkeepsie Planning Board
City Hall
PO Box 300
Poughkeepsie, NY 12602

City of Poughkeepsie Zoning Board of Appeals (ZBA)
City Hall
PO Box 300
Poughkeepsie, NY 12602

City of Poughkeepsie Historic District and Landmarks Preservation Commission
City Hall
PO Box 300
Poughkeepsie, NY 12602

INTERESTED AGENCIES:

Ms. Ruth Pierpont
NYS Office of Parks, Recreation, & Historic Preservation
Field Service Bureau, Peebles Island
PO Box 189
Waterford, NY 12188-0189

Dutchess County Department of Planning & Development
27 High Street
Poughkeepsie, New York 12601

Scenic Hudson
One Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601

MTA Metro-North Railroad
Joseph Giulietti, President
420 Lexington Avenue
New York, NY 10017-3739

City of Poughkeepsie Waterfront Advisory Committee
City Hall
PO Box 300
Poughkeepsie, NY 12602

City of Poughkeepsie Shade Tree Commission
City Hall
PO Box 300
Poughkeepsie, NY 12602

R-E-S-O-L-U-T-I-O-N
(R-15-93)

INTRODUCED BY _____ :

WHEREAS, the City of Poughkeepsie is the current owner of a parcel of property located at 36 North Clover Street improved by a building commonly known as the Pelton Mansion which since approximately 1911 has been occupied by the Poughkeepsie Day Nursery, a not-for-profit organization; and

WHEREAS, the Poughkeepsie Day Nursery has vacated the premises and discontinued operations of a daycare center; and

WHEREAS, after the property was vacated by the Poughkeepsie Day Nursery the City issued a Request for Proposal and determined that there is no municipal use for the property; and

WHEREAS, subsequent to the issuance of the RFP, a proposal was received from Pelton Partners, LLC which proposes to restore the former Pelton Manor and construct approximately 38 residential units in four buildings on the site; and

WHEREAS, pursuant to Chapter 408 of the Laws of New York State of 2015 the New York State Legislature authorized the alienation of any parkland designation constraining the sale of the property; and

WHEREAS, Pelton Partners, LLC has offered to purchase the property for \$600,0000 along with other consideration including an amount up to \$25,000 for the construction of a pocket-park or other park improvements which amounts are subject to certain conditions which are contained in the Contract of Sale attached hereto; and

WHEREAS, the Common Council has determined that the offer from Pelton Partners, LLC is the best offer and adequately represents the properties fair market value after consideration of the contract in its totality and an appraisal obtained by the City; and

WHEREAS, the Common Council by Resolution (R-15-92) officially makes a determination of non-significance in that the proposed sale is 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

WHEREAS, the Common Council, pursuant to Section 2.10(b) of the Administrative Code, do hereby, by a vote of 2/3 of its membership, waive the requirement for the consideration of a fiscal impact statement; 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 the 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 Pelton Partners, LLC to purchase 36 North Clover Street known as Grid # 6162-78-178075 in the City of Poughkeepsie for a sum as set forth in the Contract of Sale which is attached hereto and is hereby approved subject to the conditions contained therein and further subject to such other and conditions which the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that by resolution R-15-92 the Common Council pursuant to the State Environmental Quality Review Act, has determined that this action will not have a negative environmental impact; and be it further

RESOLVED, that the Mayor is authorized to enter into an the Contract of Sale of the Property, subject to the conditions contained therein, and such other terms and conditions that the Corporation Counsel shall deem appropriate; and be it further

RESOLVED, that 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 including but not limited to the execution of the attached Contract of Sale and any documents necessary to convey title pursuant to said contract.

SECONDED BY _____.

CONTRACT of SALE

THIS CONTRACT made effective as of the ____ day of _____, 2015 by and between CITY OF POUGHKEEPSIE, a Municipal Corporation, having its offices at City Hall, 62 Civic Center Plaza, Poughkeepsie, New York 12601 (“Seller”) and PELTON PARTNERS, LLC, a New York Limited Liability Company, having its offices at 25 Van Wagner Road, Poughkeepsie, New York 12603 (“Purchaser”).

WHEREAS, the execution of this Contract of Sale (“Contract”), and prior thereto a Negative Declaration pursuant to the New York State Environmental Quality Review Act (“SEQRA”) have been approved by resolutions of the City of Poughkeepsie Common Council (“Common Council”); and

WHEREAS, the execution of this Contract by the Mayor of the City of Poughkeepsie and the transfer of title to the Premises hereinafter described pursuant to the terms of this Contract have been approved by the Common Council:

1. Seller agrees to sell fee simple title to certain real property described in Section 2 hereof together with all interests therein and appurtenances thereto (collectively the “Premises”) to Purchaser and Purchaser agrees to purchase the Premises from Seller on the terms and conditions set forth herein.
2. The Premises are located in the City of Poughkeepsie, Dutchess County, New York and are more specifically described in **Schedule “A”** annexed to this Contract and made a part of this Contract. This sale includes any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Premises to the center line thereof.
3. A copy of a survey dated May 27, 2015 by J. William Komisar, L.L.S. showing the Premises in graphic form is annexed to this Contract and made a part of this Contract as **Schedule “B”**.

4. The description of the Premises in the deed of conveyance shall be the description in **Schedule "A"** as such description may be modified by a description with a survey by a licensed surveyor obtained by Purchaser at Purchaser's expense provided that such survey shall be certified, inter alia, to Seller (see Paragraph 16 following).

5. The Purchase Price is SIX HUNDRED THOUSAND (\$600,000.00) DOLLARS payable as follows:

- a. TEN THOUSAND (\$10,000.00) DOLLARS Deposit heretofore paid by Purchaser to City and;
- b. FIVE HUNDRED, NINETY THOUSAND (\$590,000.00) DOLLARS payable upon closing of title in US Dollars.

The Purchase Price may be modified as hereinafter set forth in this Contract.

6. All money payable on this Contract, except for Closing adjustments, and unless otherwise specified herein, shall either be:

- a. cash but not over ONE THOUSAND (\$1,000.00) DOLLARS;
- b. good, certified check of Purchaser or official check of any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York payable to the order of Seller; or
- c. by wire transfer.

7. Seller shall deliver such title as any title insurance company of Purchaser's selection authorized to transact business in New York State will approve and insure subject only to the exceptions, if any, set forth in this Contract and such additional exceptions as are a standard part of the policy of title insurance issued by the title insurance company providing title insurance for Purchaser.

8. Purchaser agrees to make application for a title report from a title company of Purchaser's selection promptly upon the execution of this Contract and to cause such title company to deliver a copy of the report to the attorney for Seller, Paul Ackermann, Esq., City of Poughkeepsie

Corporation Counsel, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York 12601.

9. Seller and Purchaser each represent to the other that it has not utilized the services of any real estate broker in connection with this transaction. Purchaser and Seller each hereby agree to indemnify and hold harmless the other against the claim of any broker or agent for a commission due by reason of this sale by virtue of alleged dealings had by such claimant with the indemnifying party or a representative of the indemnifying party if such claim is proved in a court of competent jurisdiction. This indemnity shall include all costs of defending any such claim including reasonable attorney fees. The indemnifying party shall be notified immediately in writing of any such claim and shall undertake its defense.

10. Closing means the settlement of the obligations of Seller and Purchaser to each other under this Contract, including the payment of the Purchase Price to Seller and the delivery to Purchaser of a Bargain and Sale Deed with Covenant Against Grantor's Acts in proper statutory form for recording so as to transfer full ownership (fee simple title) to the Premises, free of all encumbrances except as herein stated. The deed will contain a covenant by the Seller as required by Section 13 of the Lien Law. Seller shall pay the New York State tax for conveyance of real property pursuant to Tax Law Section 1402 unless this conveyance is exempt from the payment of such tax.

11. Any errors or omissions in computing apportionments at Closing shall be corrected. This provision shall survive the Closing of Title.

12. If there is anything affecting the sale which Seller is obligated to pay and discharge at Closing, Seller may use any portion of the Purchase Price to discharge it. As an alternative, Seller may deposit the money with the title insurance company employed by Purchaser and required by it to assure its discharge, but only if the title insurance company will insure Purchaser's title clear of the matter or insure against its enforcement out of the Premises.

13. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver a satisfactory detailed affidavit at Closing showing that they are not against Seller sufficient to cause the title company to omit such items.

14. If Purchaser defaults in the performance of its obligations under this Contract, Seller's sole remedy shall be to terminate this Contract and retain the downpayment.

15. If Seller defaults in the performance of its obligations under this Contract, Purchaser shall have such remedies as are available under law or equity, including but not limited to specific performance.

16. If Purchaser obtains a survey by a surveyor licensed in New York State, if such survey is certified to Seller, and if a copy of such survey map certified to Seller, with accompanying metes and bounds description is provided to Seller, then, and upon satisfaction of these conditions, Seller, at the request of Purchaser, will describe the Premises in the deed of Conveyance utilizing the Deed description provided by such survey and surveyor.

17. This Contract shall be interpreted and enforced under the laws of the State of New York. Any action or proceeding between Purchaser and Seller arising out of this Contract shall be brought and maintained in the courts of the State of New York in Dutchess County. The prevailing party in any legal action relating to the enforcement of this Contract shall be entitled to receive its reasonable attorney's fees and court costs incurred in connection therewith.

18. Any singular word or term herein shall also be read as in the plural whenever the sense of this Contract may require it.

19. This Contract may not be changed or cancelled except in writing.

20. This Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties.

21. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.

22. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement.

23. This Contract is intended for the exclusive benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. There are no third party beneficiaries to this Contract.

24. In any construction of the terms of this Contract, none of its terms shall be construed against either Seller or Purchaser by reason of the fact that the Seller or Purchaser or their respective attorney drew the Contract since the final terms of this Contract are the result of negotiations by parties having equal bargain powers, with each of the parties having full access to legal representation.

25. The Premises will be delivered physically and legally free from occupancies and tenancies and in broom clean condition. Seller shall maintain heat in the existing structure at a minimum of 50 degrees fahrenheit or shall winterize the existing building if heat is not maintained.

26. During the time period commencing upon Seller's execution and delivery to Purchaser of a fully executed copy of this Contract, and expiring sixty (60) days thereafter (said 60-day period being referred to herein as the "Inspection Period"), Purchaser, at Purchaser's own cost and expense, may cause one or more studies, tests, analyses, reviews, "Phase I" and "Phase II" environmental assessments and other inquiries and investigation of the Premises (including but not limited to archeological testing, shovel tests, tests for lead and asbestos, and soil probing for rock and other soil conditions, the utilities and other facilities relating thereto) as Purchaser deems appropriate in order to determine whether the Premises are in a condition satisfactory to Purchaser. Seller shall allow entry on to the

Premises by Purchaser, and/or Purchaser's consultants and contractors for the purpose of carrying out Purchaser's Investigations. All physical activity performed as part of Purchaser's Investigations will be performed in a manner that will minimize any intrusion or alteration or disruption of the Premises. Upon the completion of Purchaser's Investigations, the Premises will be restored by Purchaser at Purchaser's expense substantially to the condition existing prior to the effectuation of Purchaser's Investigations. Purchaser agrees to hold harmless and indemnify Seller from any claims arising out of the acts or omissions of Seller in connection with Seller's entry on to the premises. Purchaser shall also provide liability insurance including Seller as a named insured in a form acceptable to the Corporation Counsel of the City of Poughkeepsie.

27. If Purchaser, in Purchaser's sole discretion, is not satisfied with the results of Purchaser's Investigations as set forth in Paragraph 26 preceding, Purchaser may terminate the Contract by written notice to Seller prior to the expiration of the Inspection Period. Upon such termination, there will be no further rights or recourse as between Purchaser and Seller.

28. The purchase price set forth in Paragraph 5 preceding is predicated upon the obtaining by Purchaser of land use approvals, as hereinafter defined, for 39 multi-family dwelling units. In the event that Purchaser obtains land use approvals for less than 39 dwelling units but not less than 33 dwelling units, the purchase price shall be reduced by FIFTEEN THOUSAND (\$15,000.00) DOLLARS for each dwelling unit less than 39 dwelling units for which land use approvals have been obtained; provided, however, that the purchase price shall not be less than FIVE HUNDRED TEN THOUSAND (\$510,000.00) DOLLARS notwithstanding the number of dwelling units for which land use approvals have been obtained. In the event that Purchaser obtains land use approvals for less than 33 dwelling units, Purchaser, at Purchaser's sole election, may proceed to close title pursuant to the terms of this Contract or may terminate this Contract.

29. The term "land use approvals" for purposes of this Contract shall mean site plan approval, area variances, certificates of appropriateness by the City of Poughkeepsie Historic District Commission, and such other approvals, if any, as may be required in order to obtain a building permit or permits for

the construction of the project for which land use approvals have been obtained. The term "land use approvals" also includes the satisfaction of all conditions contained in any conditional approvals. Purchaser reserves the right to terminate this Contract if any of the conditions contained in any conditional approvals are unacceptable to Purchaser.

30. Upon the execution of this Contract, Purchaser shall make application with all reasonable diligence and expedition for the obtaining of the land use approvals. Purchaser agrees to cooperate with and work with an Advisory Design Committee for the purpose of preparing and submitting a revised site plan. Such advisory design committee shall include a representative of the Poughkeepsie Alliance, a representative of Scenic Hudson, two members of the City of Poughkeepsie Common Council, and two individuals who reside and/or work in the vicinity of the premises to be selected by Purchaser. Each participating organization shall have the right to choose their representative(s), and the right to decline participation, if they so choose.

31. The reference to "obtaining of land use approvals" includes the passage of such period of time as constitutes the statutes of limitations for the judicial challenge to any of the approvals within the "land use approvals" and the passage of such time without any judicial challenge. In the event of any such judicial challenge, Purchaser, in Purchaser's sole discretion, may terminate this Contract or may proceed with this transaction with the times for Purchaser to close being extended until the obtaining of final judicial determinations that are not appealable upholding the issuance of any challenged land use approvals.

32. The contingency contained in this Contract for obtaining land use approvals shall have a time duration of twenty-four (24) months commencing upon Seller's execution and delivery to Purchaser of this Contract. Purchaser shall have the option of extending the twenty-four (24) month contingent period for an additional six (6) months in the event that land use approval applications remain pending as of the expiration of the initial twenty-four (24) month contingency for obtaining all land use approvals. The time limits herein set forth shall be extended on a day for day basis by such time periods during which judicial challenges, if any, leading to non

appealable determinations are pending. Closing shall take place within sixty (60) business days of the obtaining of all land use approvals including the satisfaction of all conditions in any conditional approvals as such time periods may be extended as hereinafter set forth. The contingency for obtaining land use approvals is inserted for the benefit of Purchaser and is waivable by Purchaser.

33. The purchase price includes all contributions to Seller by Purchaser previously discussed between Seller and Purchaser for Wheaton Park and Donegan Park and includes all City fees that may be charged to Purchaser other than planning, development, building and IDA application and review fees.

34. Purchaser, in addition to the purchase price, shall make a Twenty-Five (\$25,000.00) Dollar contribution to Seller simultaneously with closing to be utilized by Seller for a proposed pocket park across the street from the Premises. Purchaser, if Seller requests, at Purchaser's sole expense shall provide a schematic site plan for such pocket park at the expense of Purchaser.

35. The recitation of land use approvals includes an area variance to limit the parking spaces to be included on the site plan to be submitted by Purchaser to 1.5 parking spaces for each two bedrooms of development.

36. As part of Purchaser's application to the City of Poughkeepsie Planning Board for site plan approval, Purchaser may request the approval by the Planning Board of land banking of some portion of the 1.5 parking spaces that may be required. The location and number of spaces to be land banked including the protocol for building such spaces if necessary shall be determined as part of site plan review.

37. The Premises includes an existing building referred to as the "Pelton Mansion". Purchaser, as part of its application for land use approvals, shall provide for the restoration of the exterior of the Pelton Mansion in an historically appropriate manner. It is understood that the restoration of the exterior as recited is subject to the requirements for a Certificate of Appropriateness by the City of Poughkeepsie Historic District Commission.

38. There is annexed as Schedule "D" a recitation of the existing physical condition of the Pelton Mansion as of the time of execution of this Contract. Seller agrees to secure the Pelton Mansion and to maintain the Pelton Mansion in its existing physical condition as set forth in Schedule "D". To the extent that the Pelton Mansion is damaged, the risk of loss for such damage is upon Seller. Purchaser reserves the right to terminate this Contract in the event of such damage or to seek a mutually agreeable reduction in price sufficient to cover the additional cost to Purchaser for repair or restoration of such damage.

39. Purchaser, in good faith, and at Purchaser's sole discretion, will seek to obtain a not-for-profit or governmental tenant for all or a portion of the Pelton Mansion provided that any such user is able to reach agreement with Purchaser for rental and leasehold terms including a rental rate acceptable to Purchaser. In the event that no such tenant is interested in the use of the Pelton Mansion, or in the further event that Purchaser does not reach agreement with any such tenant for the use of all or a portion of the Pelton Mansion, then, and in such event, Purchaser may use the Pelton Mansion for dwelling units or other purposes permitted by the zoning code and the land use approvals to be obtained by Purchaser. Dwelling units placed in the Pelton Mansion shall be counted in the computation of the number of dwelling units set forth in Paragraph 28 preceding. Purchaser's obligation to seek to obtain a not-for-profit or governmental tenant as recited above is limited to a tenant whose use is permitted by the City of Poughkeepsie Zoning Law at the premises.

40. The Premises are currently tax exempt by reason of ownership by Seller. Purchaser's obligation to close title is contingent upon Purchaser obtaining final approval, including the passage of the statute of limitations for the obtaining of a non appealable judicial determination if such approval is challenged by a lawsuit, of a sales tax and mortgage tax exemption and a Payment In Lieu Of Tax Agreement (PILOT) from the City of Poughkeepsie Industrial Development Agency (CPIDA) for Purchaser's development.

41. Purchaser agrees to include within its application for site plan approval

a provision for limited public access on the Premises for passive activities such as walking areas and sitting benches on a portion of the Premises with rules and regulations for time of access, conduct during access and other rules of behavior. The purpose of this paragraph is to allow limited public access in a manner that is consistent with the private use of the Premises. The location of the area for public access shall be determined by the approved site plan to be granted by the City of Poughkeepsie Planning Board. There is (annexed as Schedule "C") a one-sheet preliminary site plan showing a hatched area indicating a limited public access area. Purchaser agrees that the revised site plan that it submits to the City of Poughkeepsie Planning Board will contain a, limited public access area having not less than the hatched area shown on Schedule "C". The limited public access area will be designed to be ADA compliant. While it is understood and accepted that the Purchaser intends to construct a new structure on the western side of the property, (as shown on the site plan shown on Schedule "C") and northwest of the existing Pelton House, the Purchaser's design of the revised and final site plan will work towards creating additional public access area if such area can be integrated in to the Purchaser's final development plan. The exact boundaries of the public access area, as well as access to this area, will be defined in the approved site plan to be granted by the City of Poughkeepsie Planning Board. The final approved limited public access area shall not be modified by the seller, purchaser or other party without approval by the City of Poughkeepsie Planning Board.

42. Purchaser's obligation to close is contingent upon Purchaser obtaining a commitment from an institutional mortgage lender for a construction loan including funds to finance the closing of title and a permanent loan - both on commercially reasonable terms. This financing contingency shall terminate not later than sixty (60) days from the date of land use approvals as such date is set forth in this Contract.

43. The reasonable expenses of title examination, survey, engineering fees, planning fees, and legal fees are hereby made liens on the Premises collectible out of the Premises. Such liens shall not continue after default in performance of the Contract by Purchaser.

44. Seller makes the following representations and warranties, each of which is material, and is relied upon by Purchaser:

- a. By entering into this Contract or conveying the Premises to Purchaser, Seller will not thereby breach any contract to which Seller is a party or violate any judgment, order, or decree of any Court or arbitrator that is binding on Seller;
- b. No action, litigation, government investigation concerning the transaction provided for in this Contract is pending;
- c. To the best of Seller's knowledge and belief (without any duty of inquiry or investigation) no material that is classified as a hazardous substance, hazardous waste, toxic material, or pollutant under any federal, state or local law or regulation or that causes or may cause a health hazard or nuisance upon, or a waste to the Premises exist at, in, on, under or about the Premises;
- d. The execution, delivery and performance of this Contract by Seller has been duly and validly authorized by the Common Council of the City of Poughkeepsie;
- e. This Contract is a valid and binding obligation of Seller and is enforceable according to its terms;
- f. Seller is the lawful and sole owner of the Premises in fee simple and has the right to sell the Premises to Purchaser;
- g. Seller will have good, marketable and insurable title to the Premises at closing, free and clear of all liens, security interest, encumbrances, charges, claims, liabilities and obligations as herein elsewhere set forth;

The foregoing representations and warranties shall remain true at all times

from the execution of this Contract through closing date or thereafter if this Contract provides for survival after closing.

45. Purchaser makes the following representations and warranties, each of which is material and is relied upon by Seller:

- a. Purchaser is a New York Limited Liability Company validly existing and in good standing under the laws of the State of New York and Purchaser has all requisite power and authority to enter into and execute this Contract;
- b. The execution delivery and performance of this Contract by Purchaser has been duly and validly authorized by Purchaser and is a valid and binding obligation of Purchaser and is enforceable according to its terms.
- c. By entering into this Contract, or by closing title pursuant to this Contract, Purchaser will not thereby breach any other obligation to which Purchaser is a party or violate any judgment, order or decree of any court or other arbitrated that is binding on Purchaser.

The forgoing representations and warranties shall remain true at all times from the execution of this Contract through closing date or thereafter if this Contract provides for survival.

46. Closing of title shall take place at City of Poughkeepsie, City Hall, or at the location designated by the lender providing financing for Purchaser's purchase of the Premises and construction of the project.

47. Purchaser may assign this Contract to Steven Tinkelman and/or Wayne Nussbickel individually or to an entity in which Steven Tinkelman and/or Wayne Nussbickel have not less than a fifty (50%) percent ownership interest.

48. All notices given under this Contract shall be in writing and shall be sent postage prepaid by either:

- a. Certified Mail Return Receipt Requested; or
- b. Delivery on the next business day with a nationally recognized express courier; or
- c. Email.

All such notices shall be sent to the following addresses or such addresses as are changed by the parties by notices given as herein set forth:

- a. To Seller, City of Poughkeepsie, New York, Attention John C. Tkazyik, Mayor, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York 12601 with a copy to City of Poughkeepsie, Attention Corporation Counsel, City Hall, 62 Civic Center Plaza, Poughkeepsie, New York 12601;
- b. To Purchaser, Pelton Partners, LLC, c/o Steven Tinkelman, 25 Van Wagner Road, Poughkeepsie, New York 12603 with a copy to Teahan & Constantino LLP, 2780 South Road, P.O. Box 1969, Poughkeepsie, New York 12601, Attention Richard I. Cantor, Esq.

Notices shall be deemed given as of the date such notice is postmarked if sent by certified mail, or is placed with a nationally recognized express courier if sent by express courier, or email notice is sent and received.

49. This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

50. This Contract shall not be binding on Purchaser or Seller until it is executed by both parties and delivered by each party to the other.

51. If the title search or the survey ordered by Purchaser, or either of them, disclose exceptions or other matters to which Purchaser objects and

written notice thereof is given by Purchaser to Seller, Seller shall have until closing (but in any event at least fifteen (15) days after its receives notice of Purchaser's objections) in which to cause such defects to be removed or insured over by the Title Company selected by Purchaser at Seller's expense in the form of affirmative title insurance coverage or endorsement (collectively "Curative Endorsements") in form and substance acceptable to Purchaser. If Seller fails to secure the removal of or the receipt of Curative Endorsements over such title or survey defects or gives written notice to Purchaser that it cannot remedy any such defects (in each case other than with respect to liens and encumbrances to secure indebtedness which are of a definite or ascertainable dollar amount and which Seller shall be unconditionally obligated to remove concurrently with the closing and in which no event shall be permitted hereunder) then, the Purchaser, at Purchaser's election, may elect to accept such title as Seller can convey (with the right with respect to each then unremoved unpermitted exception to deduct from the purchase price amounts secured by any unpermitted lien or monetary encumbrance of a definite or ascertainable amount) or may on that ground reject the acceptance of the deed conveying such title. Upon such rejection, this Contract shall terminate.

52. Seller shall deliver the premises in a physical condition described as "as is" as of the time of the execution of this Contract as documented in Exhibit "D" annexed.

53. Seller disclaims representations concerning surface or subsurface soil conditions or water conditions, and suitability of the premises for building purposes. The disclaimers contained in this paragraph are intended to be specific disclaimers sufficient to preclude any subsequent claim for misrepresentation or failure to disclose.

54. The premises are conveyed subject to the Building and Zoning Laws of the City of Poughkeepsie as such laws exist as of the date of execution of this Contract. The provisions of this Paragraph shall survive the closing of title.

55. All prior statements and representations by Purchaser in a response to a Request for Proposal are superceded by the terms of this Contract.

56. The deed to be delivered pursuant to this Contract shall contain provisions requiring Purchaser, if required by law for the work proposed by Purchaser, to obtain a Building Permit for the work described in the land use approvals obtained pursuant to this Contract within one (1) year of the date of the deed (which shall be dated the day of closing of title) and to obtain a Certificate of Occupancy for all of the approved development, or, if development is approved in phases, for the first phase of the development within two (2) years from the obtaining of a building permit. Such deed provision shall be subject to the lien of any mortgage placed on the premises in connection with the development of the premises.

57. The deed to the premises shall contain a restrictive covenant in form and substance satisfactory to the City of Poughkeepsie Corporation Counsel that no self-service credit or coin operated telephone shall be placed on the exterior of the Premises.

CITY OF POUGHKEEPSIE

BY: _____
JOHN C. TKAZYIK, MAYOR

PELTON PARTNERS, LLC

BY: _____
STEVEN TINKELMAN
MANAGING MEMBER

Schedule "A"

J. William Komisar
Licensed Land Surveyor
504 Haight Avenue
Poughkeepsie, New York 12603
(845) 485-2626
email: jwklis@verizon.net

May 28, 2015

Re: 50715

DEED DESCRIPTION

36 North Clover Street
City of Poughkeepsie, New York

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

Beginning at a point in the Westerly line of North Clover Street, said point being the Southeasterly corner of lands now or formerly Provenzano (Liber 1973, cp 419); thence along the said Westerly line of North Clover Street South 29-28-25 West 32.00 feet to a point; thence along the Northerly line of lands now or formerly Delleo (Deed Document Number 22008/1137) North 60-31-35 West 150.00 feet to a point; thence along the Westerly lines of the said lands now or formerly Delleo (Deed Document Number 22008/1137), lands now or formerly Villano (Deed Document Number 22010/3925) and lands now or formerly Trocino & Milea (Deed Document Number 22008/2923), South 29-28-25 West 187.17 feet to a point; thence along the Northerly line of lands now or formerly Holy Comforter Church (Liber 373, cp 347) North 83-19-10 West 173.50 feet to a point in the Easterly line of Davies Place; thence along the said Easterly line of Davies Place, generally along a stone retaining wall, the following two courses: North 11-55-00 East 8.06 feet to an angle in the said retaining wall and North 5-43-30 West 238.88 feet to a point at the Southerly end of a curve to the right connecting the said Easterly line of Davies Place with the Southerly line of Dongan Place; thence, continuing along the said stone retaining wall, along the said curve to the right, having a radius of 105.00 feet, a length of 201.74 feet to a point in the said Southerly line of Dongan Place; thence along the said Southerly line of Dongan Place, continuing generally along the said stone retaining wall, the following courses: South 75-42-00 East 167.71 feet to a point, South 72-23-10 East 34.97 feet to a point, South 68-42-40 East 39.88 feet to a point, South 64-56-50 East 32.46 feet to a point, South 61-35-50 East 44.04 feet to a point, and South 56-45-00 East 62.07 feet to a point; thence, generally along the said stone retaining wall, South 26-29-50 East 17.67 feet to a point, and, leaving the said stone retaining wall, South 11-58-40 West 10.48 feet to a point in the said Westerly line of North Clover Street, said point being the Northeasterly corner of a 3 story brick building situate on lands now or formerly GCAABB LLC (Deed Document Number 22009/5257); thence along the Northerly line of the said lands now or formerly GCAABB LLC (Deed Document Number 22009/5257), partially along the Northerly face of the said 3 story brick building, North 60-31-35 West 150.00 feet to a point; thence along the Westerly

Schedule "B"

DAVIES PLACE

HOLY CHRISTMAS CHURCH
LIBRA DIO, 20 1911

MERTON CLOVER STREET

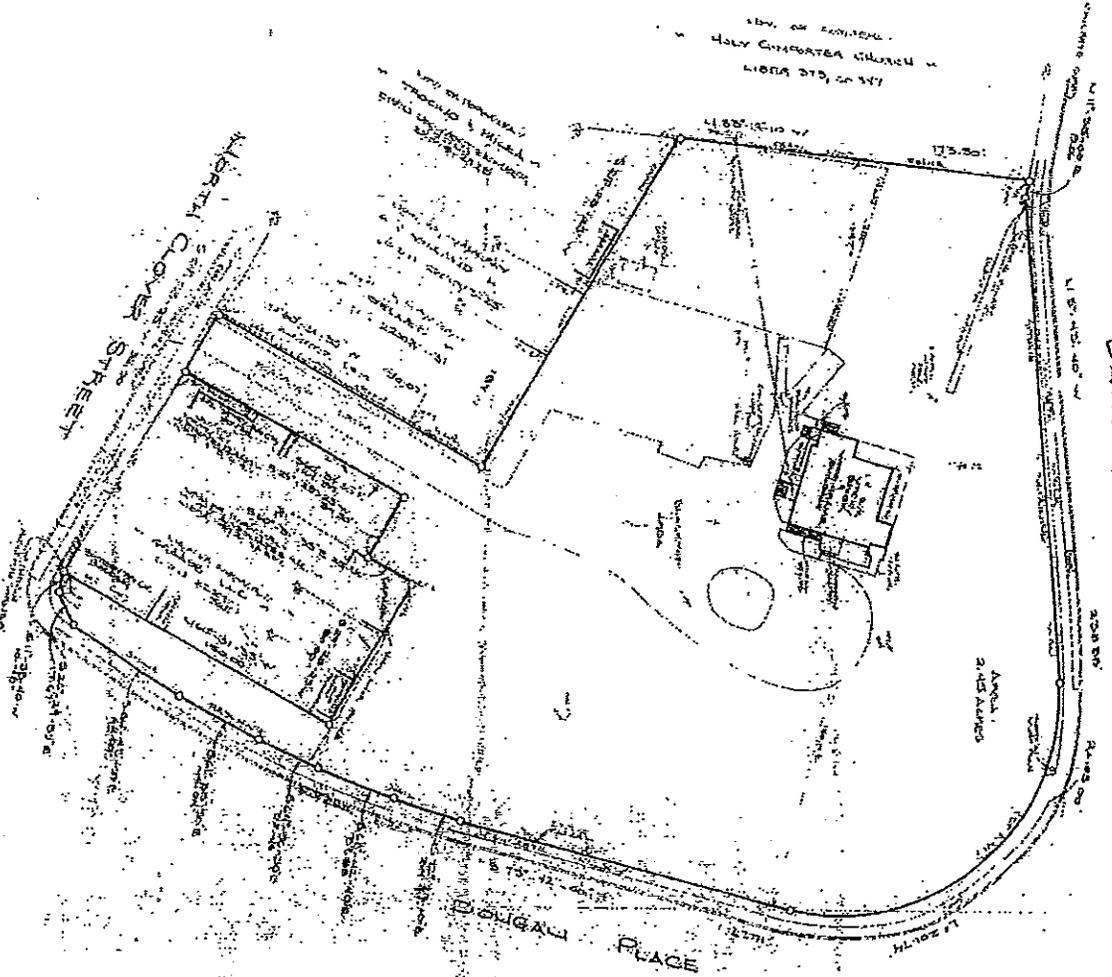
DOUGALL PLACE

THE CITY OF PORTLAND
PLANNING DEPARTMENT
1911

THE CITY OF PORTLAND
PLANNING DEPARTMENT
1911

WILLIAM KONIGSBERG, L.L.S.
CITY ENGINEER

50715



Schedule "C"

DONGAN PL

N CLOVER ST

DAVIES PL

PUBLIC ACCESS AREA
DESIGN PENDING
DAVIES PL

Pelton Manor
36 N. Clover St.
Poughkeepsie, NY 12601

Pelton Partners LLC
25 Van Wagner Rd
Poughkeepsie, NY 12603

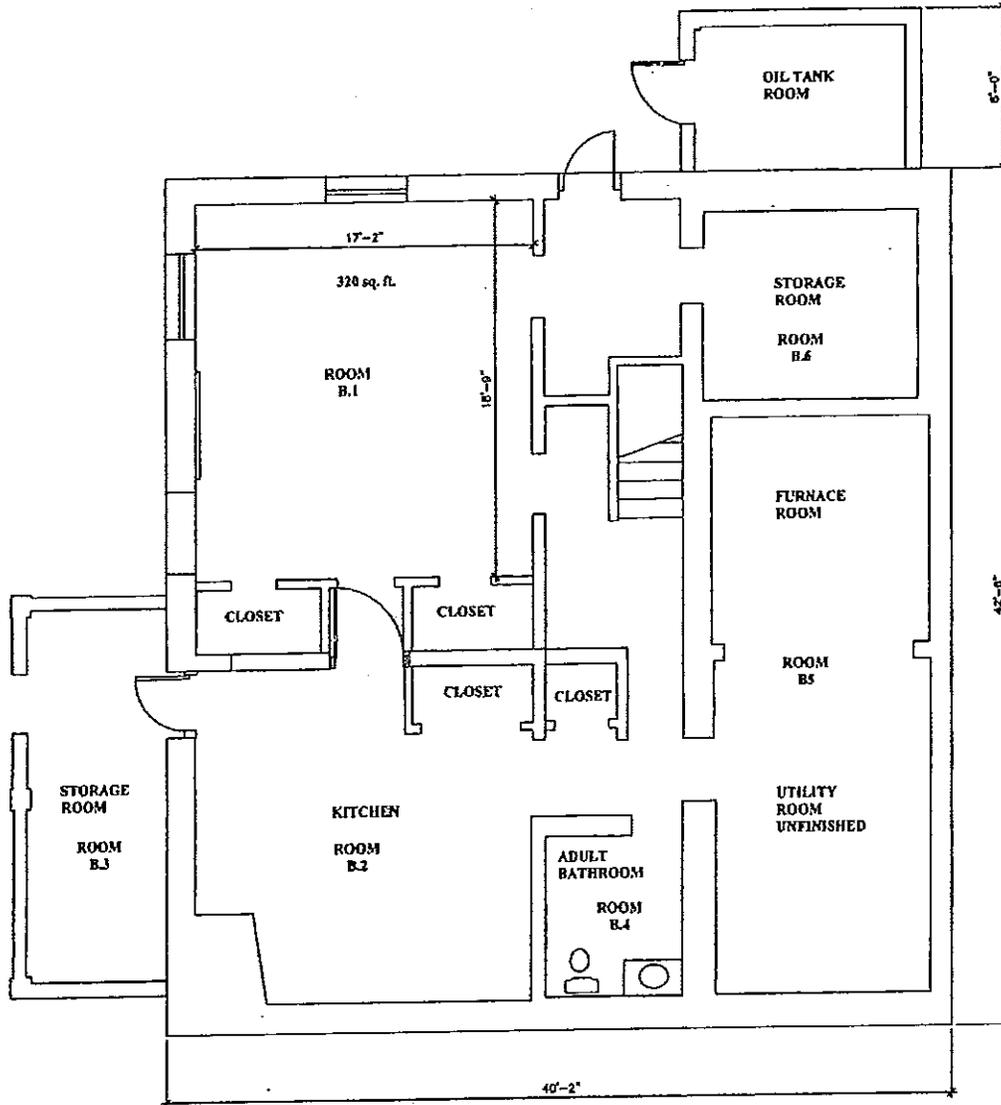


Schedule "D"



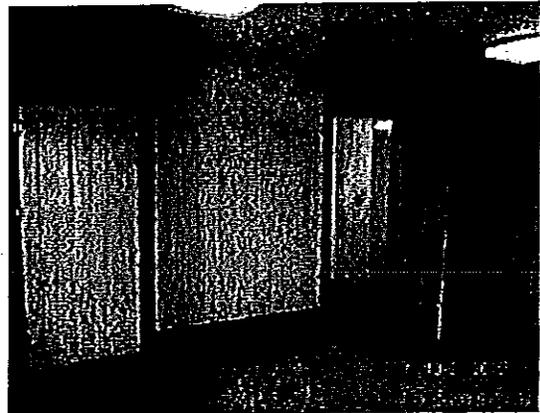
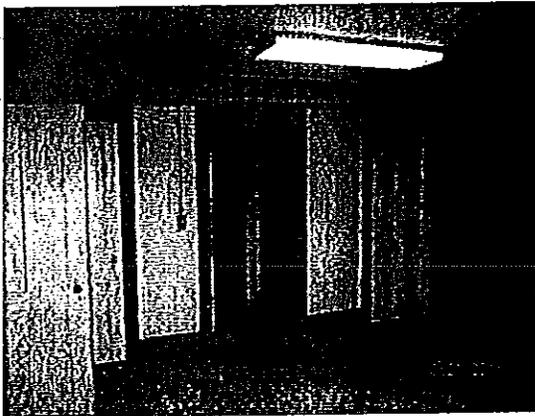
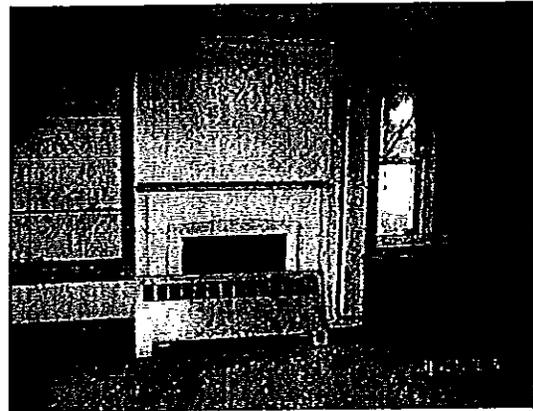
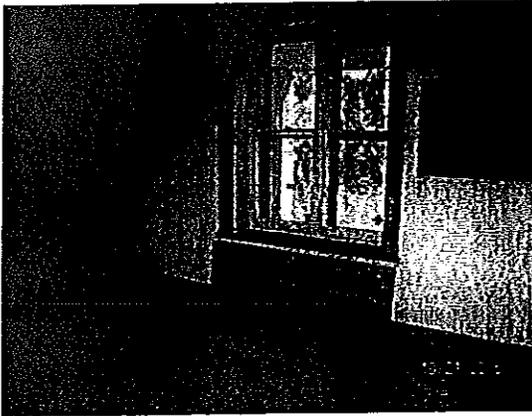
TINKELMAN
ARCHITECTURE

PELTON MANOR - BASEMENT



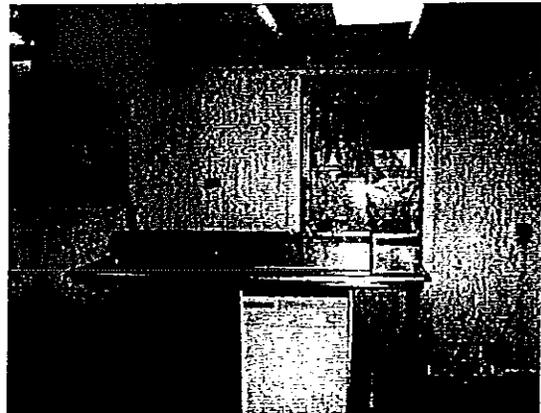
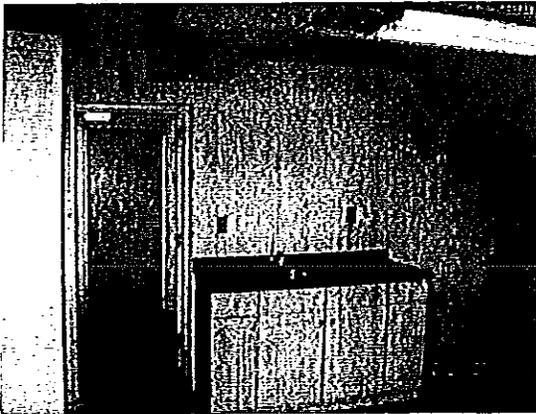
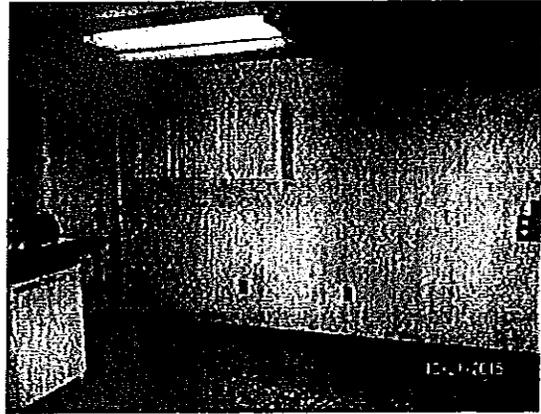
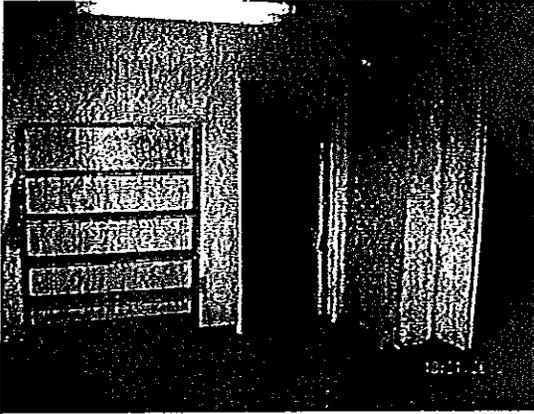


ROOM - B.1



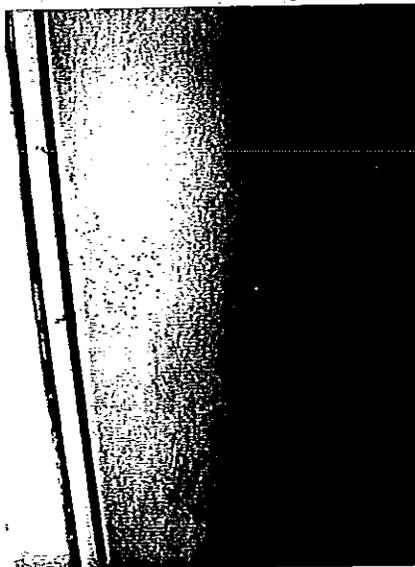
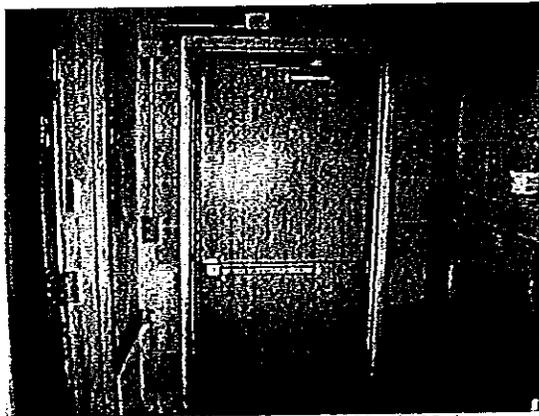
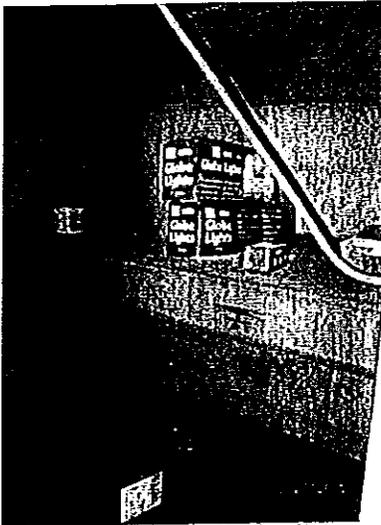


ROOM - B.2



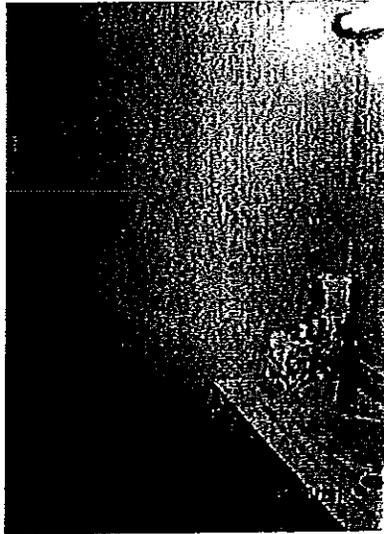
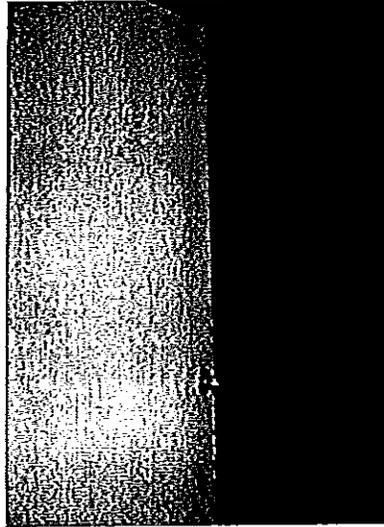
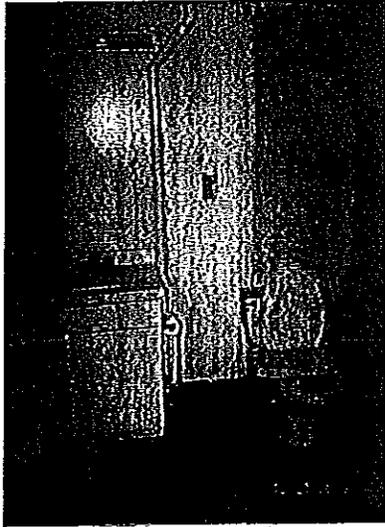


ROOM - B.3





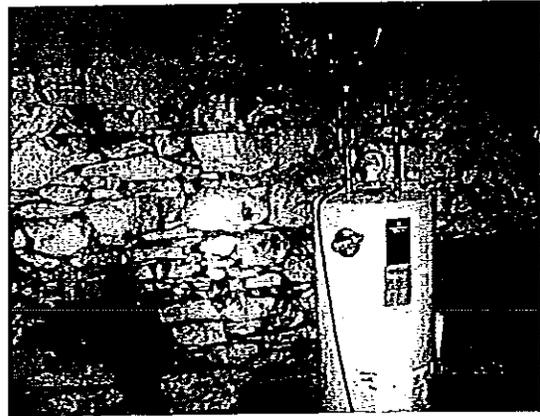
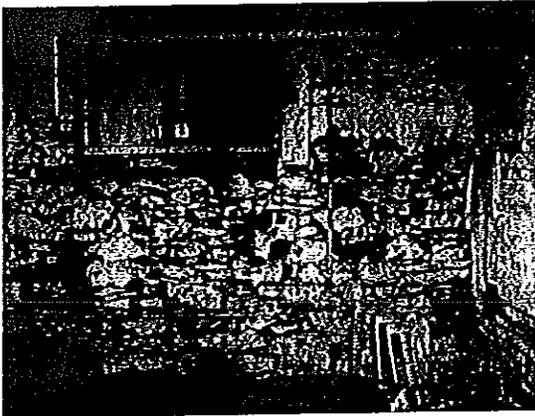
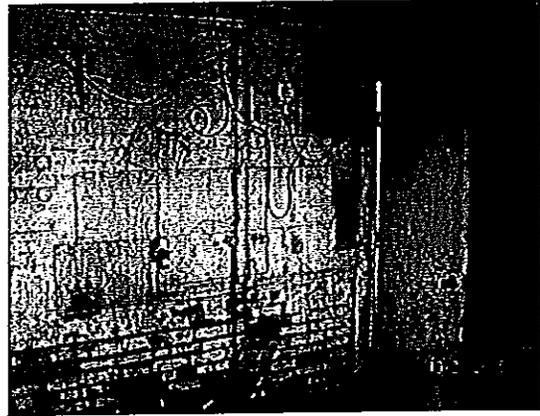
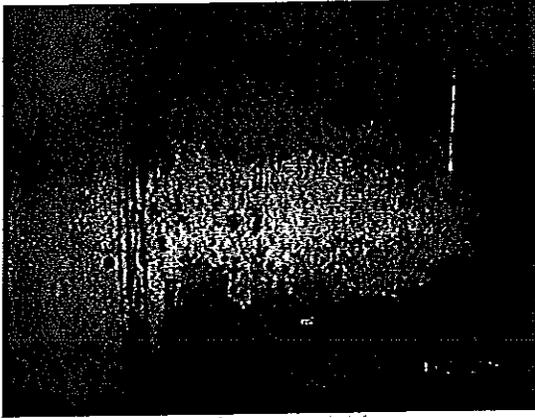
ROOM - B.4





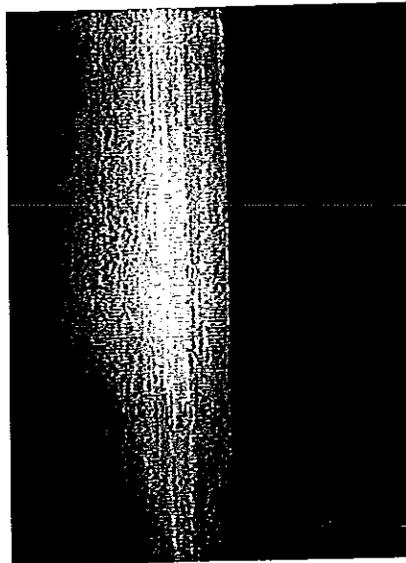
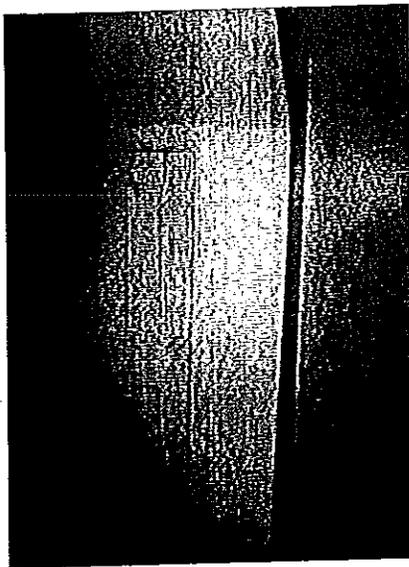
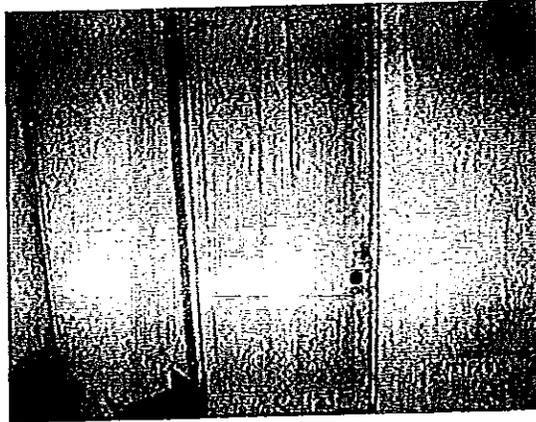
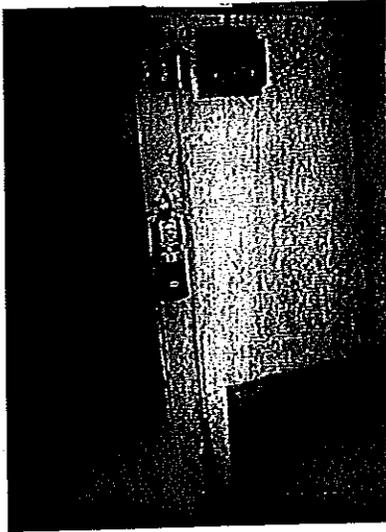
TINKELMAN
ARCHITECTURE

ROOM - B.5





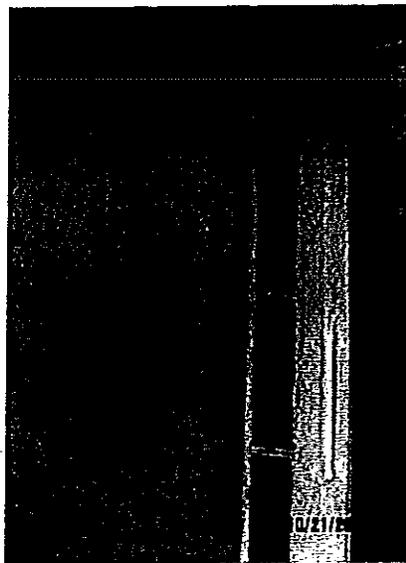
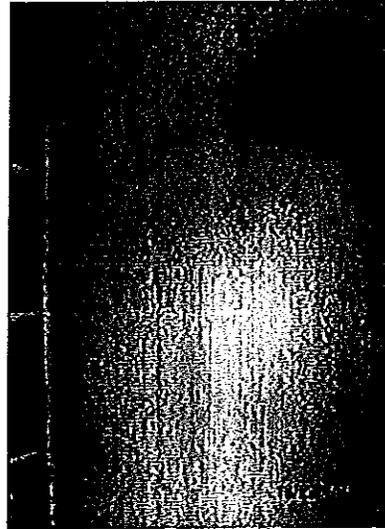
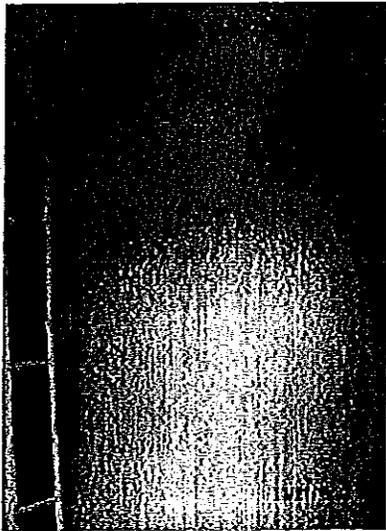
ROOM - B.6





TINKELMAN
ARCHITECTURE

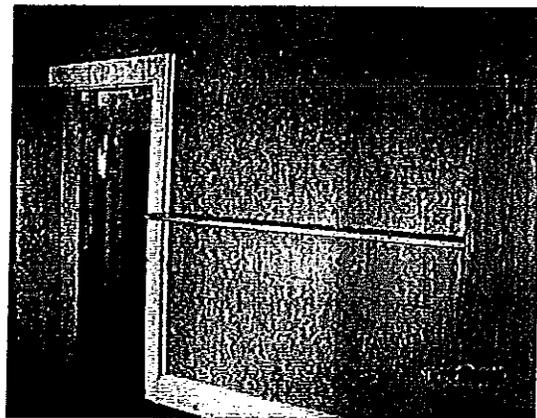
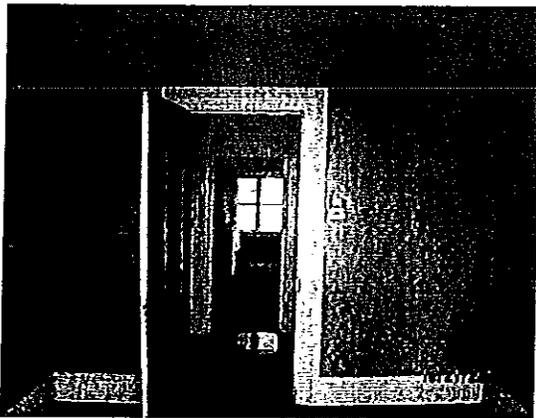
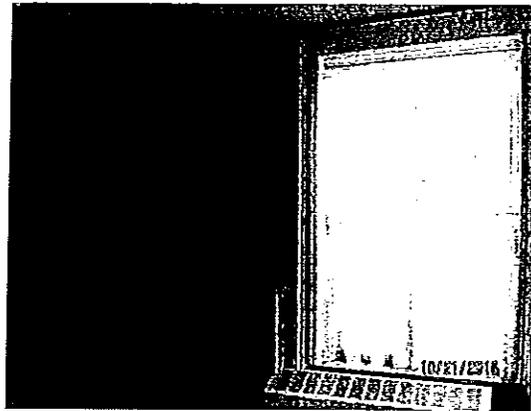
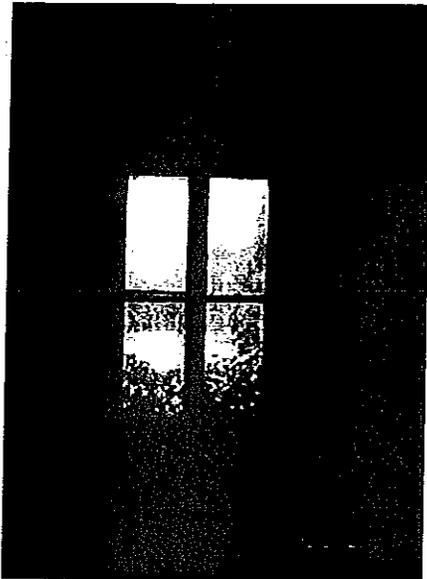
ROOM - 1.A1





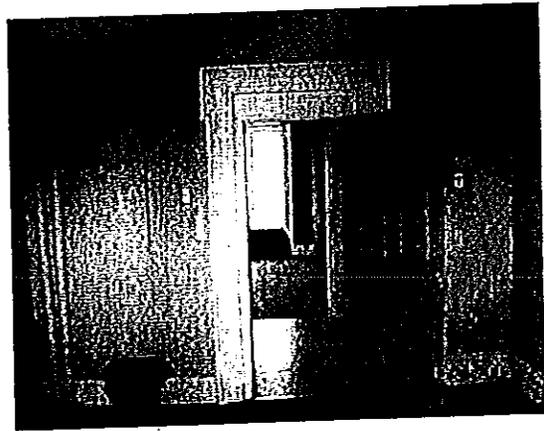
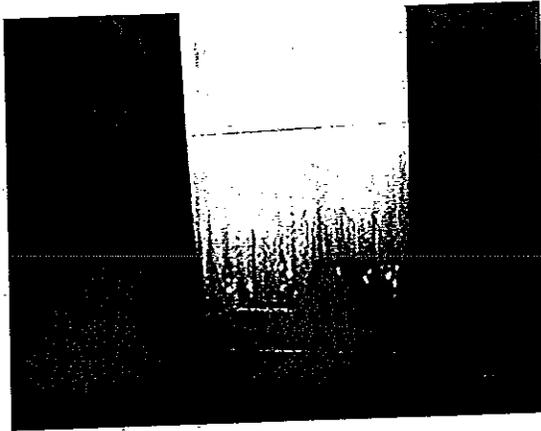
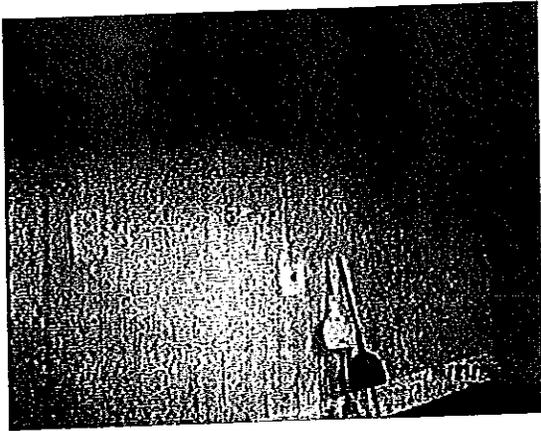
TINKELMAN
ARCHITECTURE

ROOM - 1.1



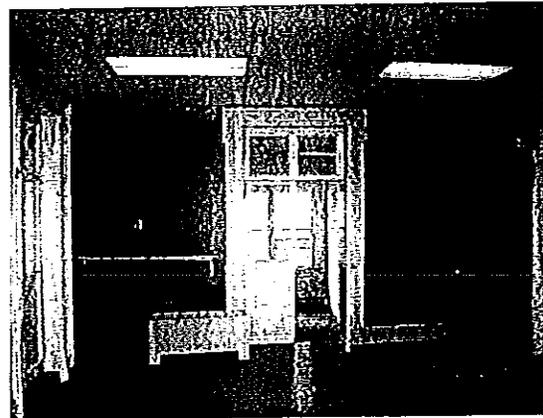
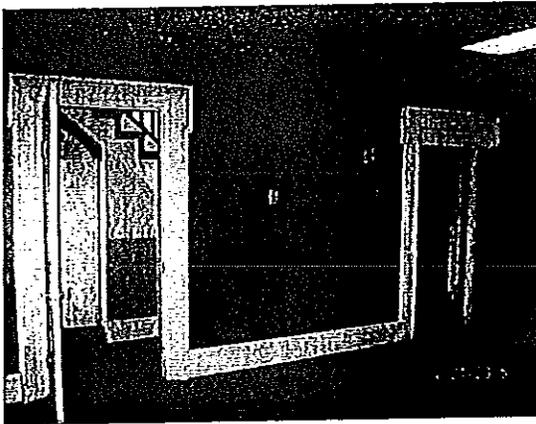
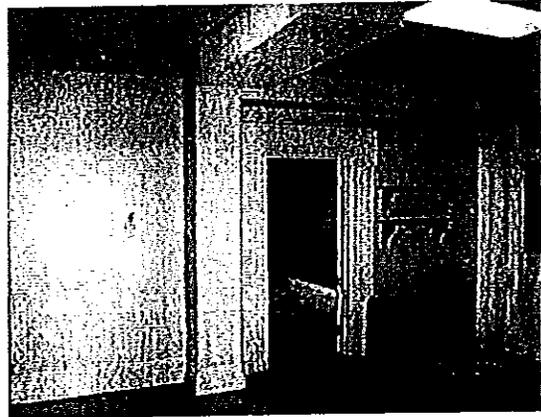
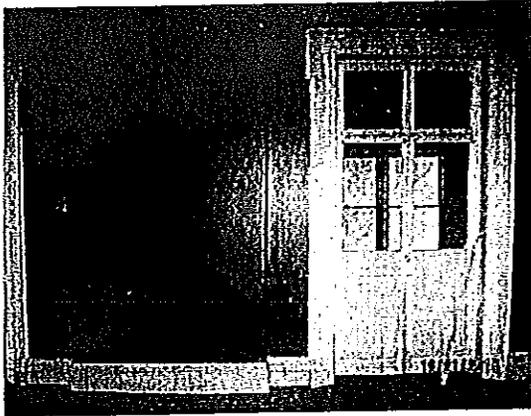


ROOM - 1.2



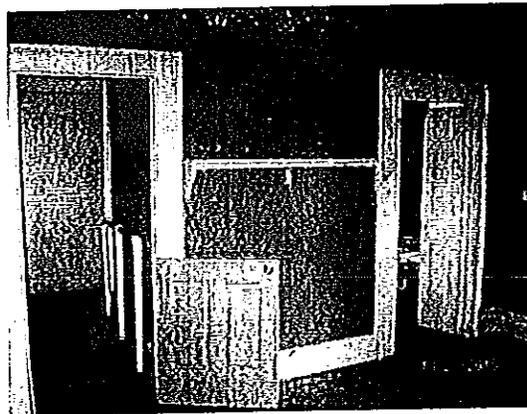
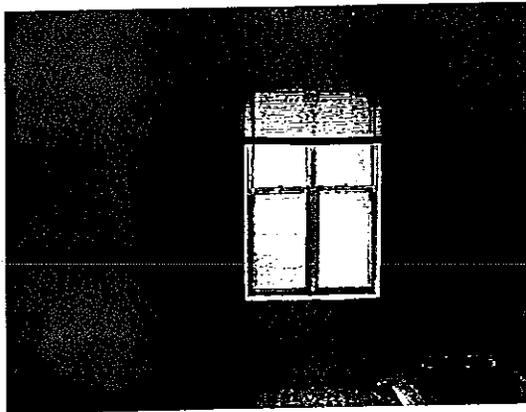
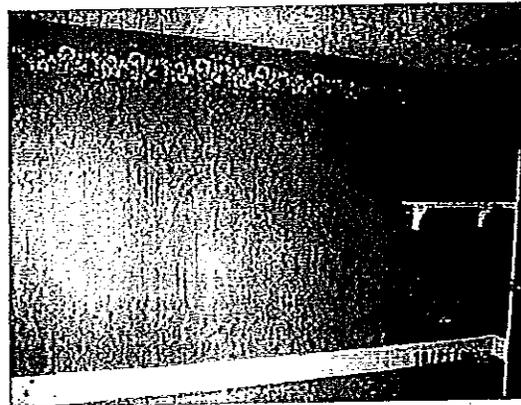
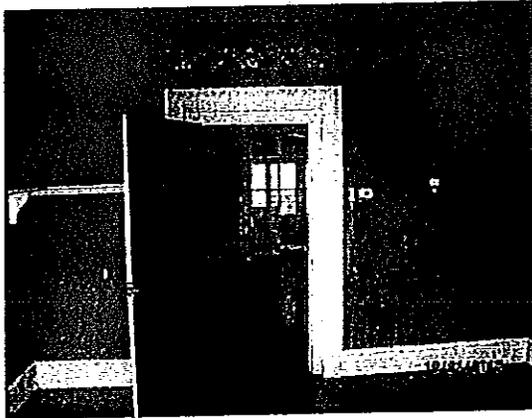


ROOM - 1.3





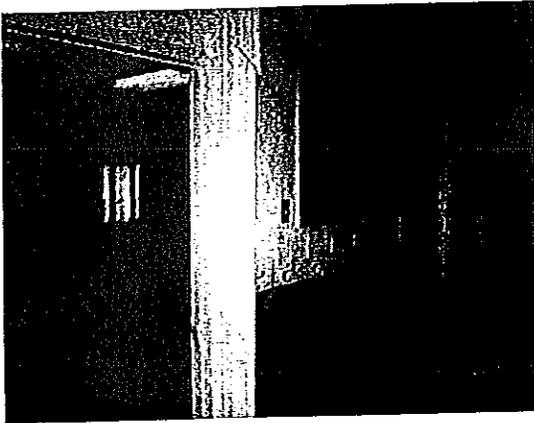
ROOM - 1.4





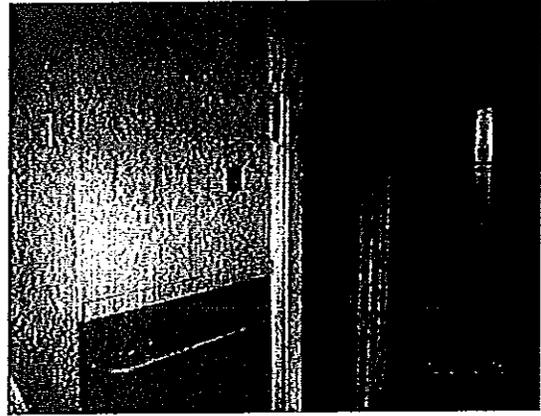
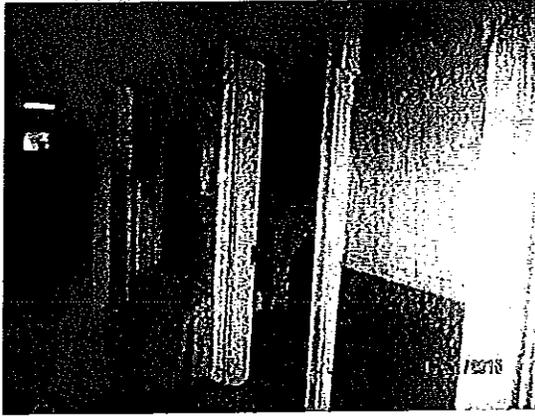
TINKELMAN
ARCHITECTURE

ROOM -1.5



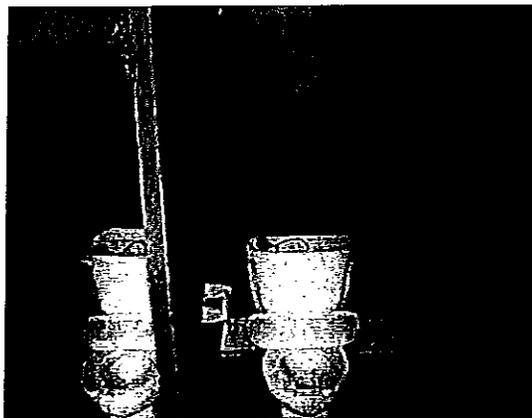
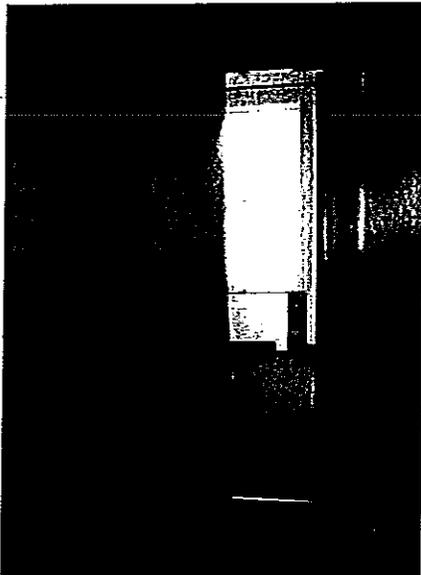


ROOM - 1.6



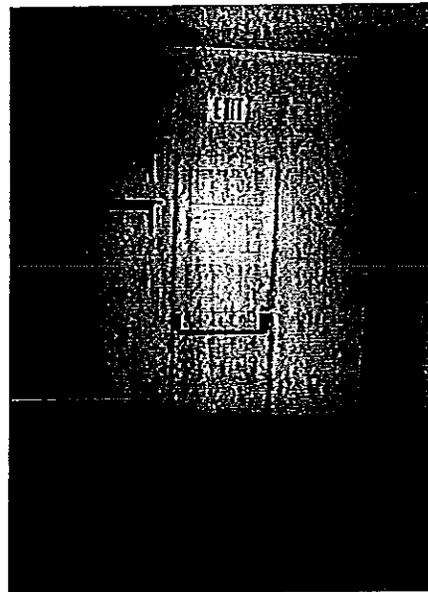
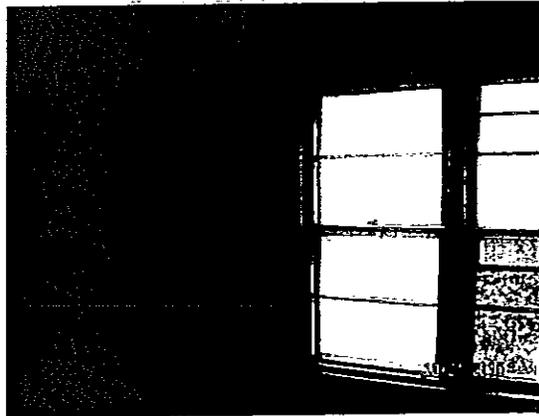
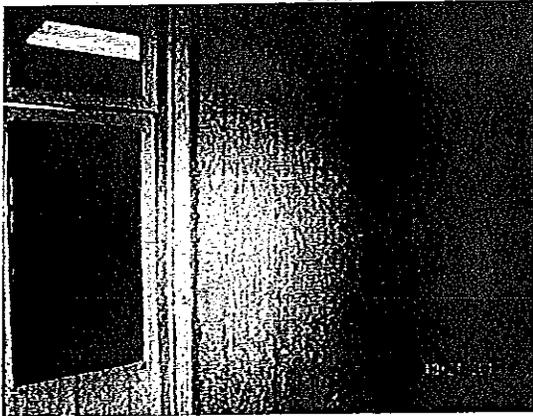


ROOM - 1.7



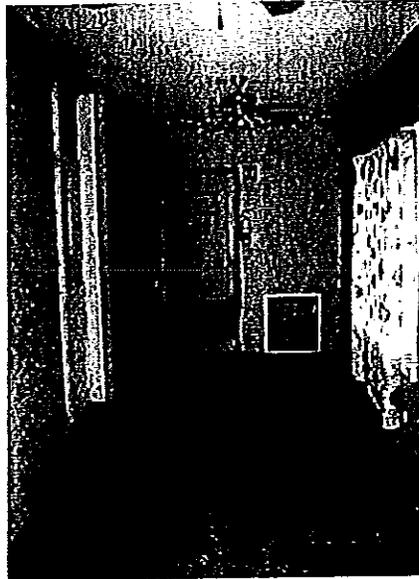
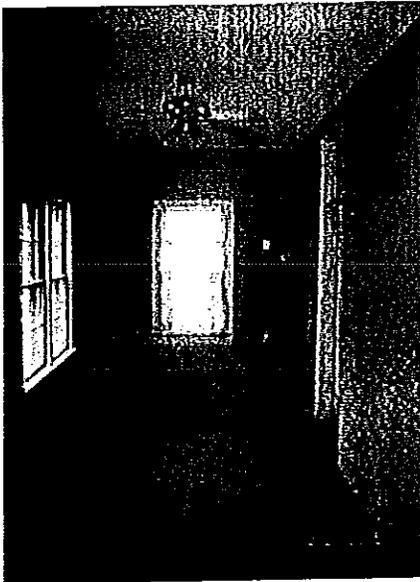
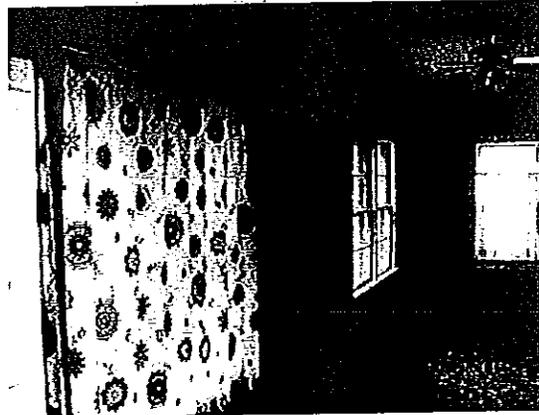
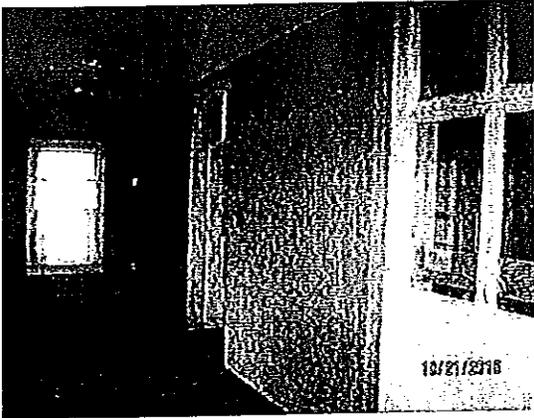


ROOM - 1.8



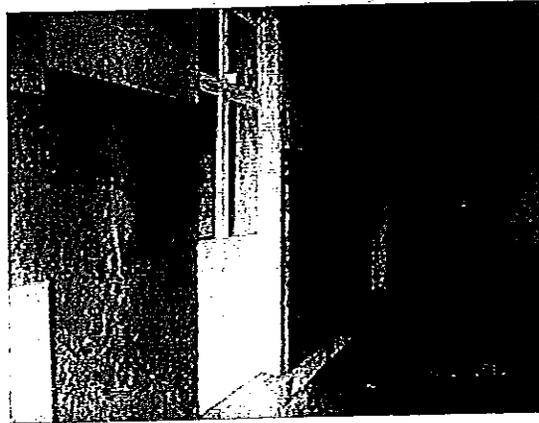
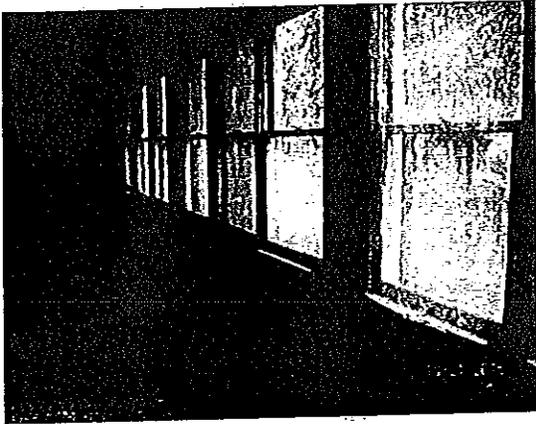


ROOM - 1.9





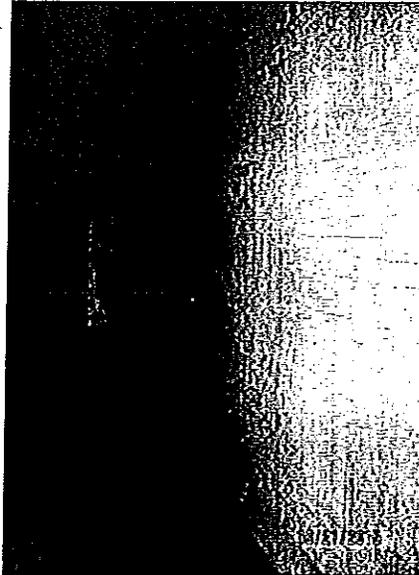
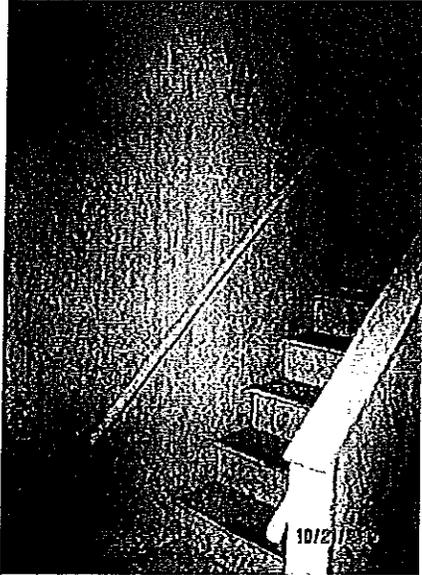
ROOM - 1.10





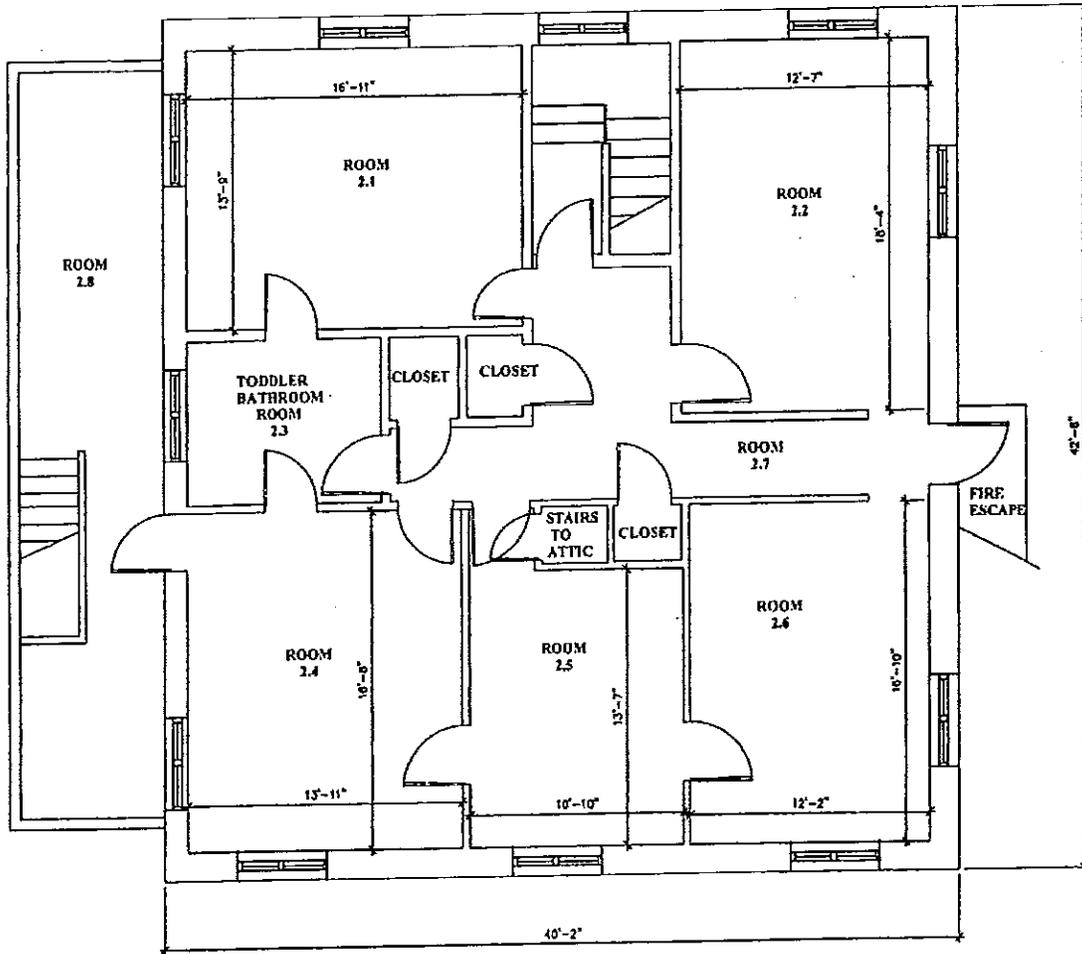
TINKELMAN
ARCHITECTURE

ROOM - 1.11



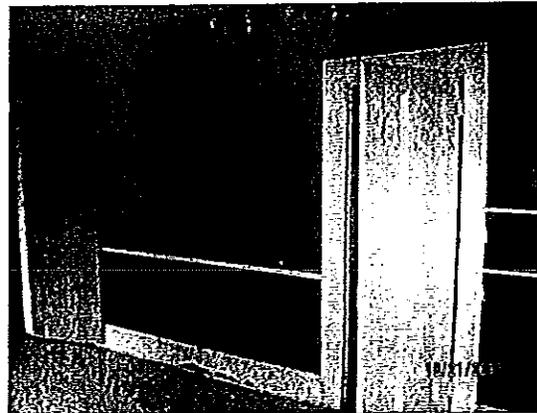
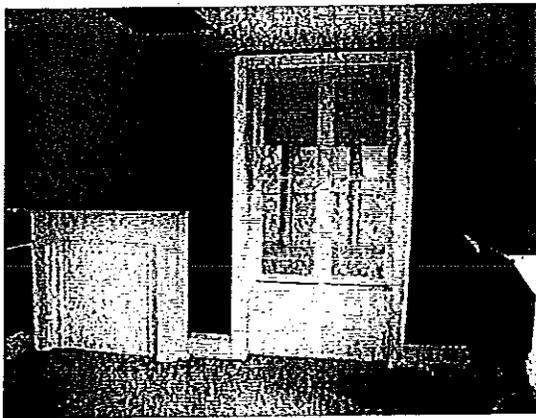
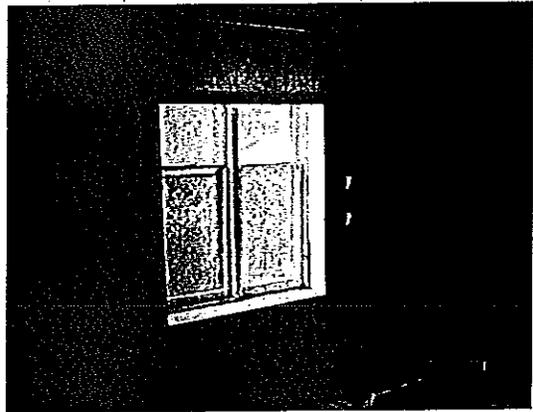
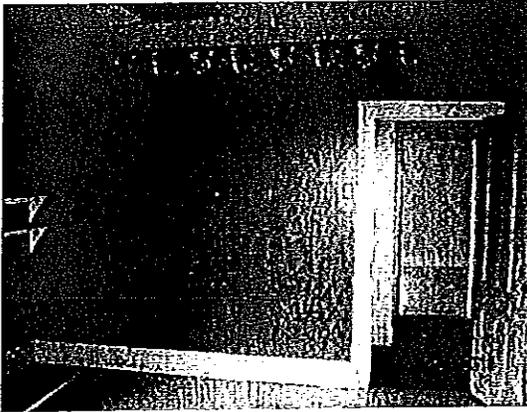


PELTON MANOR – SECOND FLOOR



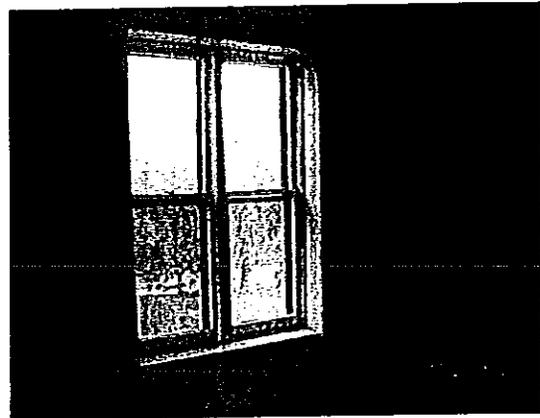
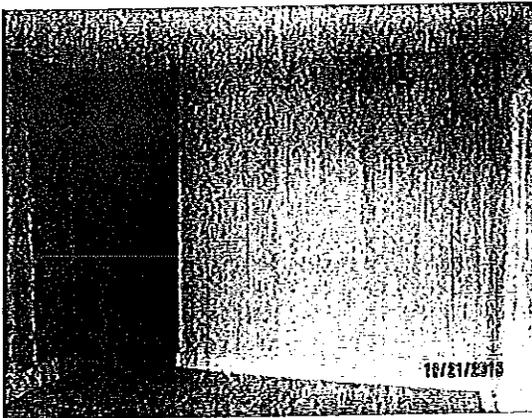
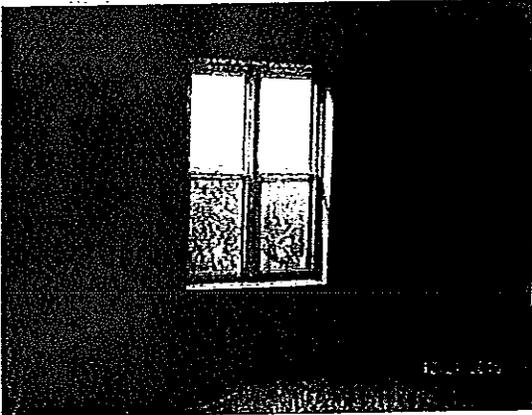


ROOM - 2.1





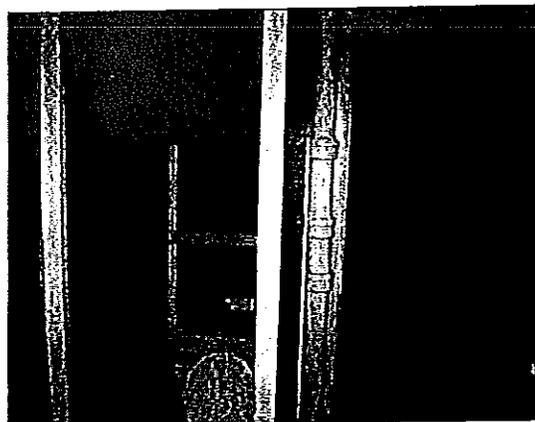
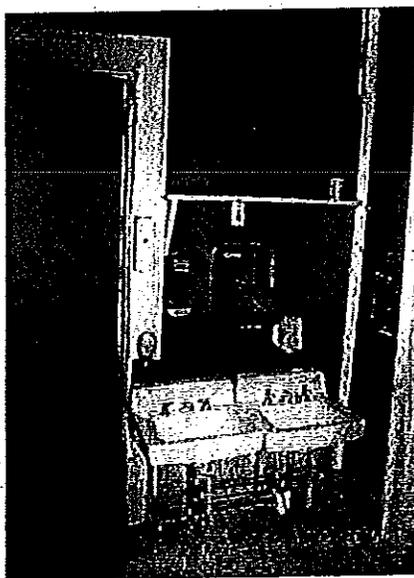
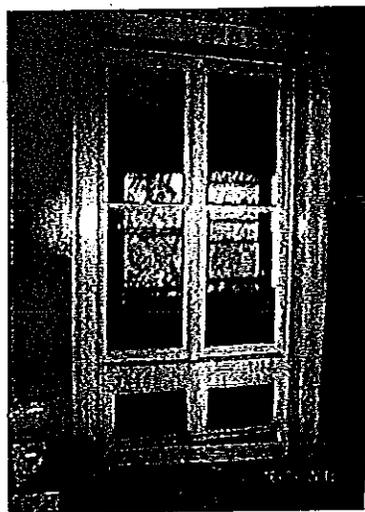
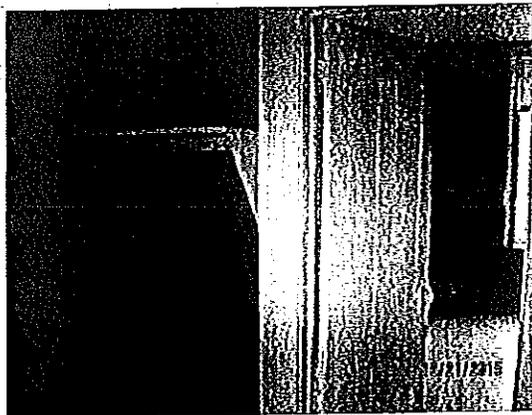
ROOM - 2.2





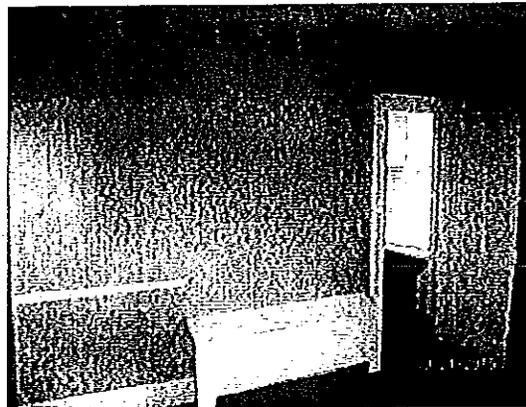
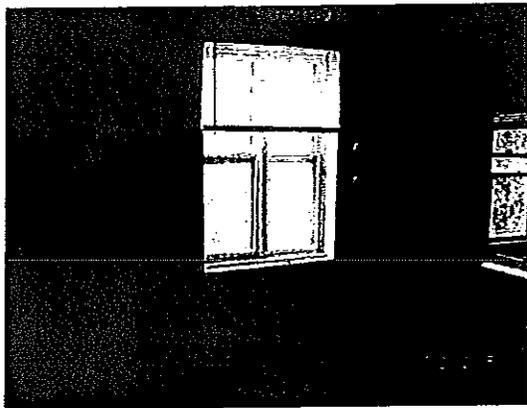
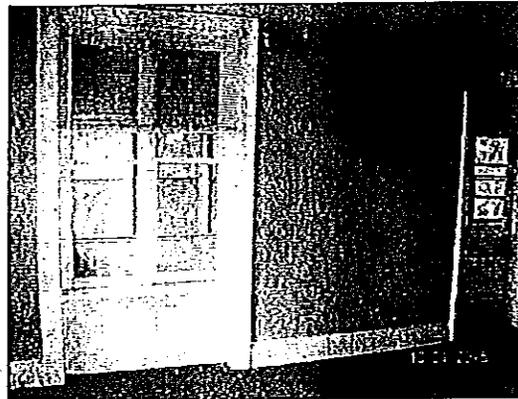
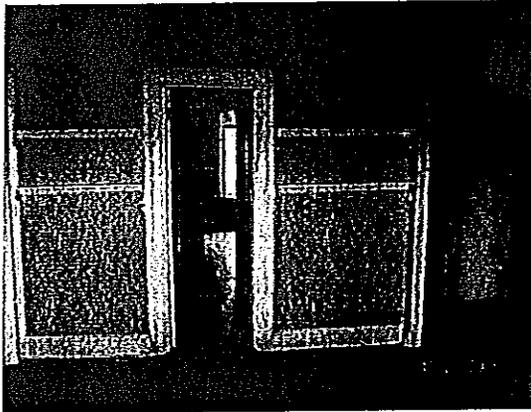
TINKELMAN
ARCHITECTURE

ROOM - 2.3



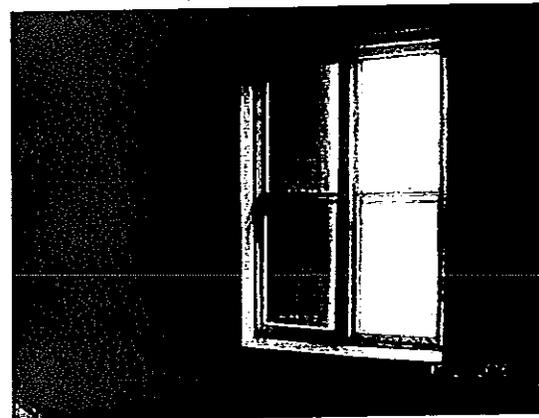
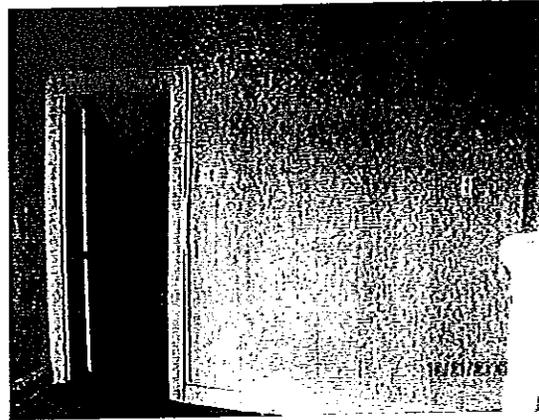
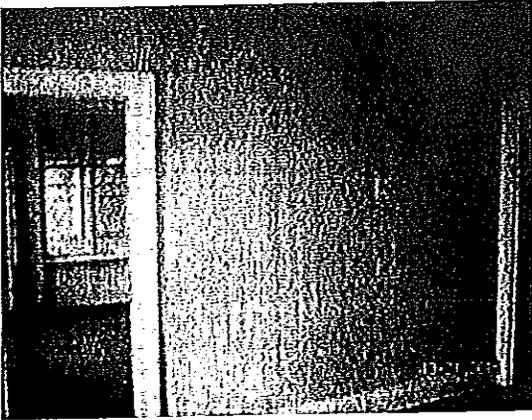


ROOM - 2.4



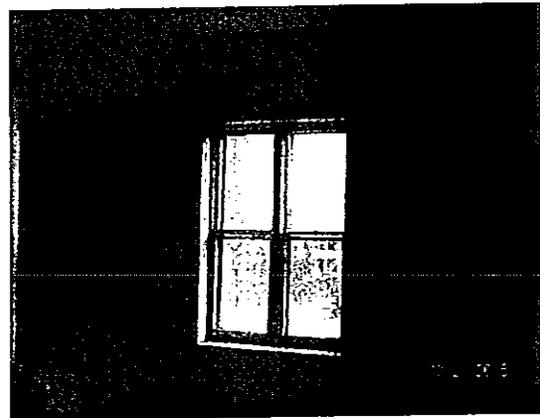
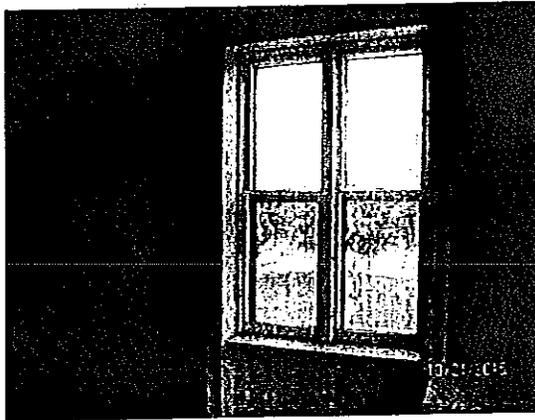
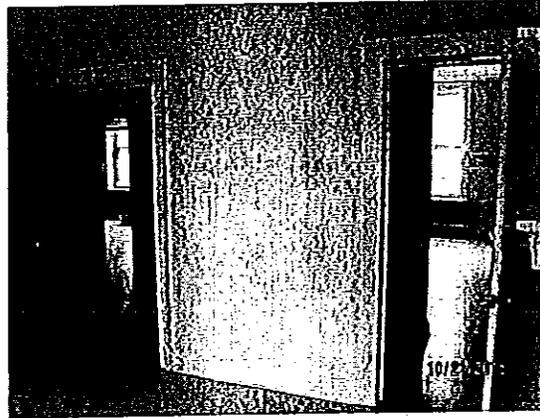
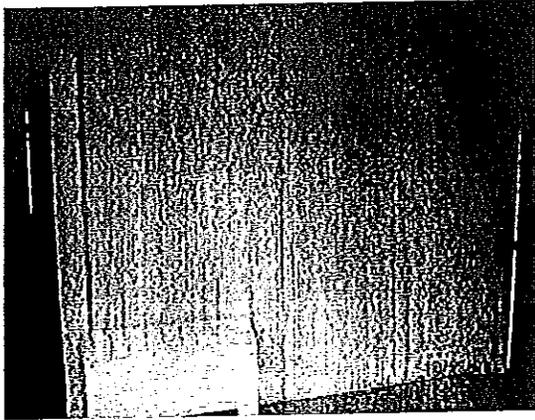


ROOM -2.5



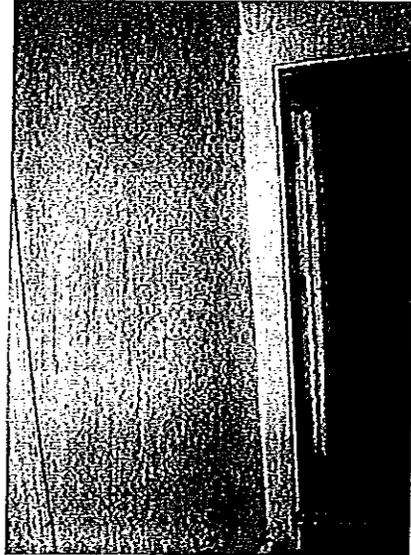
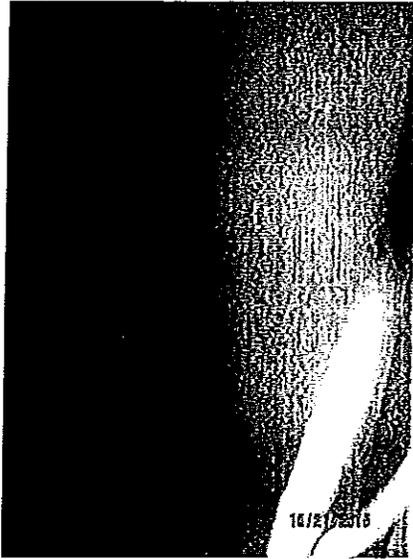


ROOM - 2.6



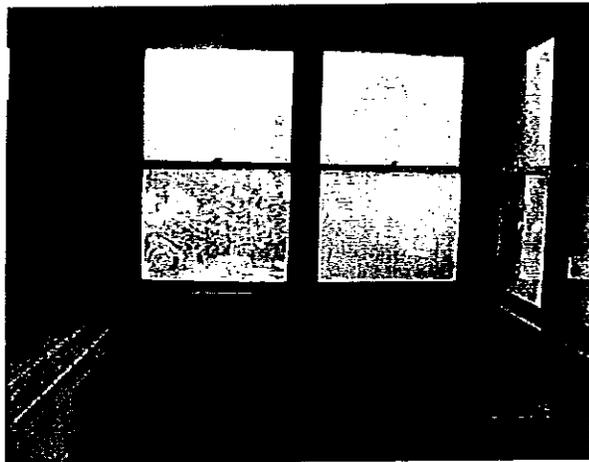


ROOM - 2.7



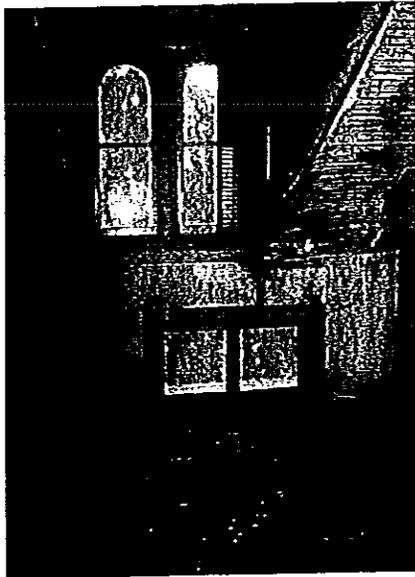


ROOM - 2.8





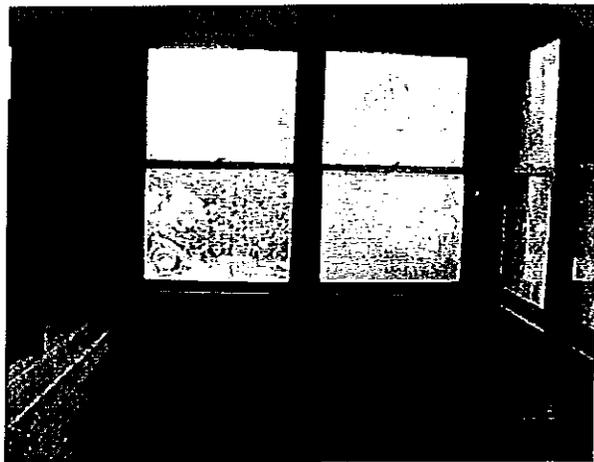
PELTON MANOR – ATTIC





TINKELMAN
ARCHITECTURE

ROOM - 2.8





ROOM - 2.8

