



Town of Poughkeepsie

Todd Tancredi, Supervisor

1 Overocker Road
Poughkeepsie, NY 12603

845-485-3600 Phone
845-486-7885 Fax

June 22, 2015
SEQR LEAD AGENCY NOTICE OF INTENT
HUDSON HERITAGE PROJECT
BY THE TOWN OF POUGHKEEPSIE TOWN BOARD

On June 17, 2015 the Town of Poughkeepsie Town Board declared its intent to be Lead Agency for a coordinated review of a Type 1 Action and directed the Planning Department to circulate notice of its intent to all involved and interested agencies according to 6 NYCRR Part 617, State Environmental Quality Review Act, Section 617.6.

Within 30 days of the date of the Town Board's notice of intent, involved agencies must advise the Town Board if they CONSENT or OBJECT to its designation as lead agency for the SEQR review of this action. If an involved agency does not respond within that time it will be deemed to have consented.

Please also provide any information or comments regarding the proposed action that may be reasonably needed to make a determination of significance.

Application Received: Development Master Plan Approval
Preliminary SEQR Classification: Type 1

Project Title: Hudson Heritage Project
Project Location: 3532 North Road
Tax Parcel #: 6163-03-011149
Site Size: ± 156.19 acres
Site Zoning: Zoned HRDD (Historic Revitalization Development District)

Project Description and site conditions:

The applicant proposes amendments to the Town of Poughkeepsie Zoning Code with respect to the regulations of the Historic Revitalization Development District (HRDD) (Town Code Section 210-30), and proposed Development Master Plan, site plan, and subdivision approvals for the redevelopment of the former Hudson River Psychiatric Center property which includes demolition of existing buildings and construction of approximately 750 residential units (500 multifamily units, 225 townhouse units, and a potential site for 25 single family homes) and up to approximately 430,000 SF of commercial space, including adaptive re-use of the main wing of the Kirkbride Administration Building. The commercial/retail space includes an approximately 165,000 SF retail building and approximately 185,000 SF within up to 14 additional buildings. The conceptual Development Master Plan includes 1,750+/- parking spaces for the commercial uses plus required parking for

the residential uses. Please refer to Development Master Plan Application Figures 3, 4, and 5. It should be noted that these specific quantities are subject to change during the SEQR review process. The FEAF was completed utilizing the NYSDEC EAF Mapper as well as more detailed information when available.

For more information, you may contact the Town of Poughkeepsie Planning Department, Monday-Friday, 8:00am-4:00pm at (845) 485-3657 or email **cbarone@townofpoughkeepsie-ny.gov**.

Attachments

1. Circulation List
2. Applications received: Development Master Plan Approval
3. Project Location Map
4. EAF Part 1



Town of Poughkeepsie

Todd Tancredi, Supervisor

1 Overocker Road
Poughkeepsie, NY 12603

845-485-3600 Phone
845-486-7885 Fax

June 22, 2015

SEQR LEAD AGENCY NOTICE OF INTENT
Circulation List of Involved and Interested Agencies
HUDSON HERITAGE PROJECT
3532 North Road

PROPOSED LEAD AGENCY

Town Board of the Town of Poughkeepsie
Todd Tancredi, Supervisor
1 Overocker Road
Poughkeepsie, NY 12603

New York State Department of Transportation
SEQR Unit
Traffic Engineering & Safety Division
Region 8 NYS Department of Transportation
4 Burnett Boulevard
Poughkeepsie, New York 12603

INVOLVED AGENCIES

Town of Poughkeepsie Planning Board
John T. Weisman, Chairman
1 Overocker Road
Poughkeepsie, New York 12603

New York State Department of
Environmental Conservation - Region 3
Martin Brand, Regional Director
Region 3
21 South Putt Corners Road
New Paltz, New York 12561

Town of Poughkeepsie Zoning Board of Appeals
James Challey, Chairman
1 Overocker Road
Poughkeepsie, New York 12603

New York State Office of Parks,
Recreation and Historic Preservation
William Krattinger
Field Services Bureau
P.O. Box 189, Peebles Island
Waterford, New York 12188-0189

Town of Poughkeepsie Highway Department
Marc Pfeifer, Superintendent of Highways
1 Overocker Road
Poughkeepsie, New York 12603

Dutchess County Industrial Development Agency
Charles Daniels, Chairman
3 Neptune Road
Poughkeepsie NY 12601

Dutchess County Department of Health
Tanya Clark, P.E.
Dutchess County Health Department
Environmental Services
85 Civic Center Plaza
Suite 106
Poughkeepsie, New York 12601

INTERESTED AGENCIES

Town of Hyde Park Town Board
Aileen Rohr, Supervisor
Town Hall
4383 Albany Post Road
Hyde Park, New York 12538

City of Poughkeepsie Common Council
John Tkazyik, Mayor
City Hall
62 Civic Center Plaza
Poughkeepsie, New York 12601

Town of Lloyd
Paul J. Hansut, Supervisor
12 Church Street
Highland, NY 12528

Town of Poughkeepsie Conservation
Advisory Commission
1 Overocker Road
Poughkeepsie, New York 12603

Town of Poughkeepsie Historic
Preservation Commission
John R. Pinna, Historian
1 Overocker Road
Poughkeepsie, New York 12603

Fairview Fire District
Chris Maeder, Chief
258 Violet Avenue
Poughkeepsie, New York 12601

Town of Poughkeepsie Police Department
Ronald Spero, Chief of Police
19 Tucker Drive
Poughkeepsie, New York 12603

Hyde Park Central School District
Dr. Greer Rychcik, Superintendent
11 Boice Road
P.O. Box 2033
Hyde Park, New York 12538

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

Department of Public Works
Dutchess County Parks Department
Steve Olsen, Director
Bowdoin Park Office
85 Sheafe Road
Wappingers Falls, NY 12590

United States Army Corps of Engineers
Civil Works Office
Contact: Mary Ann Miller
U.S. Army Engineer District, New York
26 Federal Plaza
New York, New York 10278-0090

United States Department of the Interior
US Fish and Wildlife Services
David Stillwell, Field Supervisor
3817 Luker Road
Cortland, New York 13045

New York State Office of General Services
41st Floor Corning Tower
Empire State Plaza
Albany, NY 12242

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

Hudson River Sloop Clearwater, Inc.
724 Wolcott Ave
Beacon, NY 12508

Riverkeeper
20 Secor Road
Ossining, New York

Jessica Caserto, Director
Real Property Services
Central Hudson Gas & Electric
284 South Avenue
Poughkeepsie, NY 12601

TEAHAN & CONSTANTINO LLP

COUNSELLORS AT LAW

2780 SOUTH ROAD

P. O. BOX 1969

POUGHKEEPSIE, NEW YORK 12601-0969

(845) 452-1834

Fax (845) 452-1421

www.tcnylaw.com

MILLBROOK OFFICE

41 FRONT STREET, SUITE A

P.O. BOX 1181

MILLBROOK, NEW YORK 12545

Tel (845) 677-2101

Fax (845) 677-1054

VINCENT L. TEAHAN
JAMES P. CONSTANTINO

RICHARD I. CANTOR
STEPHEN C.F. DIAMOND
ANN GIFFORD
ELIOT D. HAWKINS
GERALD V. HAYES
COUNSEL

June 5, 2015

Supervisor Todd Tancredi and
Members of the Town of Poughkeepsie Planning Board
c/o Town Hall
One Overocker Road
Poughkeepsie, NY 12603

RE: HUDSON HERITAGE

Dear Supervisor Tancredi and Members of the Town of
Poughkeepsie Planning Board:

On behalf of EFG/DRA Heritage, LLC please find attached 25
copies of the Development Master Plan Application for the
Hudson Heritage Project. The application consists of:

1. Development Master Plan Application containing the
materials required by Section 210-66 B of the
Zoning Law;
2. Long Form Environmental Assessment Form;
3. Zoning Petition;
4. Proposed Zoning Amendments; and
5. Development Agreement.

We look forward to discussing this with the Town Board at
your meeting of June 17, 2015.

Very truly yours,



RICHARD I. CANTOR

RIC:sec

Encs.

cc: Client VIA EMAIL

Development Master Plan Application

Hudson Heritage Project

U. S. Route 9

Town of Poughkeepsie

Dutchess County, New York

June 4, 2015



Engineers
Land Surveyors
Planners
Environmental Professionals
Landscape Architects

Prepared for:
EFG/DRA Heritage, LLC
c/o DRA Heritage LLC, Development
Manager
47 River Road, Suite 200
Summit, New Jersey 07901

©2015 The Chazen Companies

ALL RIGHTS RESERVED. COPY OR REPRODUCTION OF THIS DRAWING OR DOCUMENT, OR ANY PORTION THEREOF, WITHOUT THE EXPRESS WRITTEN PERMISSION OF CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C. IS PROHIBITED. THIS DRAWING OR DOCUMENT IS NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT, APPLICATION AND SITUATION FOR WHICH IT WAS INTENDED. ANY MODIFICATION OF THIS DRAWING OR DOCUMENT, OR ANY USE FOR ANY PROJECT, APPLICATION OR SITUATION OTHER THAN THAT FOR WHICH IT WAS INTENDED, WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSON TO ALTER THIS DRAWING OR DOCUMENT IN ANY WAY, UNLESS HE OR SHE IS ACTING UNDER THE DIRECTION OF A LICENSED DESIGN PROFESSIONAL (PROFESSIONAL ENGINEER, LAND SURVEYOR, ARCHITECT OR LANDSCAPE ARCHITECT). IF THIS DRAWING OR DOCUMENT IS ALTERED, THE ALTERING DESIGN PROFESSIONAL SHALL AFFIX TO THE DRAWING OR DOCUMENT HIS OR HER SEAL, THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

Development Master Plan Application
Hudson Heritage Project

U. S. Route 9
Town of Poughkeepsie
Duchess County, New York

June 4, 2015



Engineers
Land Surveyors
Planners
Environmental Professionals
Landscape Architects

Prepared by:

Chazen Engineering, Land Surveying & Landscape Architecture Co., P.C.
21 Fox Street
Poughkeepsie, New York 12601
(845) 454-3980

Capital District Office
(518) 273-0055

North Country Office
(518) 812-0513

CONTENTS

1.0 PROJECT SUMMARY	1
1.1 Introduction and Vision	1
1.2 Site Description	2
1.2.1 Location	2
1.2.2 Ownership	2
1.2.3 Existing Uses	2
1.2.4 Abutting Uses	3
1.3 Project Description	3
1.3.1 Summary Description	3
1.3.2 Residential Neighborhoods	3
1.3.3 Commercial Component	3
1.3.4 Architectural Character	4
1.3.5 Re-use of Historic Buildings	4
1.3.6 Open Space	4
1.3.7 Recreation Components	4
1.3.8 Vehicular and Pedestrian Access and Circulation	4
1.3.9 Parking and Loading	5
1.3.10 Infrastructure	5
1.3.10.1 Water	5
1.3.10.2 Sewer	5
1.3.10.3 Storm Water	5
1.3.10.4 Private Utilities	6
1.3.11 Sustainable Design Features	6
1.3.12 Phasing	6
1.3.13 Ownership and Maintenance	6
2.0 SITE FEATURES	6
2.1 Topography and Slope	6
2.2 Soils	7
2.3 Water Resources	7
2.4 Flora and Fauna	8
2.5 Historic and Archaeological Resources	9
2.6 Environmental Considerations	9
3.0 HRDD AND COMPREHENSIVE PLAN CONSISTENCY	9

4.0 PROJECT BENEFITS	10
4.1 Taxes.....	10
4.3 Revitalization	11
4.4 Housing Diversity	11
4.5 Commerce.....	11

LIST OF TABLES

Table 3.1.1-1 “Existing Slope Analysis”	7
---	---

LIST OF FIGURES

1. Regional Location Map
2. Location Map
3. Overall Concept Plan
4. Concept Plan – Residential Area
5. Concept Plan – Commercial Area
6. Topography
7. Slopes
8. Water Resources
9. Historic Buildings and Districts

APPENDICES

- A. Long Form EAF
- B. Zoning Petition
- C. Zoning Amendments
- D. Development Agreement
- E. Existing Structures

1.0 PROJECT SUMMARY

This is a Development Master Plan application by EFG/DRA Heritage, LLC (the “Applicant”) for the proposed redevelopment (the “Project,” or “Hudson Heritage Project”) of the former Hudson Valley Psychiatric Center (the “Psychiatric Center”) in the Town of Poughkeepsie. This application is submitted pursuant to Section 210-30 and Section 210-66 of the Town of Poughkeepsie Zoning Law (the “Zoning Law”). This application presents the information required by the Zoning Law at Section 210-66.B(2), and Part 1 of a Long Form Environmental Assessment Form (in Appendix A). It is the Applicant’s assumption and understanding that the Town Board of the Town of Poughkeepsie will require the preparation of a draft environmental impact statement (“DEIS”) which will address in greater detail the subjects addressed in in this application.

This application is submitted in conjunction with a petition (see Appendix B) by the Applicant for certain amendments to the regulations of the Town’s Historic Revitalization Development District (“HRDD”), in Section 210-30 of the Zoning Law (the “Proposed Amendments;” see Appendix C). The Applicant acknowledges that this application is contingent on the adoption by the Town Board of the Proposed Amendments, or such other amendments, as are necessary to accommodate the Development Master Plan for the Project ultimately approved by the Town Board.

All references to the “Concept Plan” for the Project mean the accompanying drawings entitled “Overall Concept Plan,” “Concept Plan – Residential Area,” and “Concept Plan – Commercial Area,” dated April 28, 2015, and prepared by Looney Ricks Kiss, and attached as Figures 3, 4 and 5, respectively.

The Applicant and the Town contemplate entering into a Development Agreement to guide the review of this application, the Proposed Amendments, and future related applications for site plan approval and subdivision approval, and the conduct of the review of all related actions under the State Environmental Quality Review Act (“SEQRA”). The Draft Development Agreement is found in Appendix D.

1.1 Introduction and Vision

The Hudson Valley Psychiatric Center is a Town landmark. Unfortunately, it has deteriorated after more than 30 years of disuse and most of the buildings can no longer be viably redeveloped for other uses. The Applicant intends to redevelop the property and restore it to productive use, incorporating the main wing of the former Kirkbride Administration Building (the “Administration Building”)¹ through adaptive re-use, and the Applicant is considering re-use of the Library, the Amusement Hall and the Chapel as community serving amenities. The Applicant intends to retain and restore some of the notable landscape features of the former Psychiatric Center – such as the “Great Lawn” - while providing new living and shopping opportunities. Redevelopment of the Site will require the demolition of dilapidated buildings resulting in a signature mixed-use community that will serve as a northern gateway to the Town.

The Applicant’s overall vision is of a pedestrian friendly community where residents can live, shop and play and where many of the necessities and pleasures of life are close by. Important features of the Project include:

¹ The north and south wings of the Administration Building cannot feasibly be reused.

- A residential component consisting of a mix of apartments and townhouses, and a potential site for a limited number of detached single family dwellings, arranged in a pattern of neighborhoods connected by walking paths and sidewalks and incorporating open space and recreational areas.
- A commercial component consisting of building pads of varying sizes connected by sidewalks.
- Re-use of the Administration Building, potentially as a hotel, and potentially three other of the former Psychiatric Center buildings (the Library, the Amusement Hall, and the Chapel).
- Preservation of approximately 46% of the site as open space, including the 18 acre “Great Lawn.”
- A variety of recreational amenities, some of which will be accessible to the public.

1.2 Site Description

1.2.1 Location

The Hudson Heritage Project site (the “Site”) is located on the grounds of the former Hudson Valley Psychiatric Center at the northern edge of the Town bordering the Town of Hyde Park. Consisting of 156.19 +/- acres, it is bounded on the west by U.S. Rt. 9. Winslow Gate Road connects the southwest section of the Site to Rt. 9. Hudson View Drive and Paint Shop Road extend eastward from the Site, connecting to West Cottage Road, which provides an outlet to N.Y. Rt. 9G.

Figure 1 is a regional location map. Figure 2 provides more detailed location information. The Site is in the HRDD. It is located in the Hyde Park School District, the Fairview Fire District, the Poughkeepsie Town-Wide Water District and the Fourth Ward Improvement Area Sewer District.

1.2.2 Ownership

The Site is owned by the Applicant, which is a joint venture of companies controlled by EnviroFinance Group, LLC, headquartered in Denver, Colorado, and Diversified Realty Advisors, LLC of Summit, New Jersey. Additional information on the Applicant can be found in the Zoning Petition in Appendix B.

1.2.3 Existing Uses

The Site is occupied by the buildings and supporting facilities of the former Psychiatric Center. Portions of the Site are listed as a National Historic Landmark and other portions are within a State Historic District. A complete list of structures on the Site is found in Appendix E.

After having been dormant for more than 30 years, all of the buildings on the Site are in deteriorating condition. All have suffered casualties; some are nearing a state of collapse. Many have asbestos building materials. The Site also contains an extensive network of underground tunnels formerly used for routing of steam and utilities, all of which are unsafe.

1.2.4 *Abutting Uses*

To the north of the Site are residential neighborhoods in the Town of Hyde Park. To the east is the Fairview neighborhood in the Town of Poughkeepsie. To the South is the Mid Hudson Plaza shopping center. To the west are U.S. Rt. 9 and Quiet Cove Park, a Dutchess County Park.

Uses in the vicinity of, but not immediately abutting the Site, are a mix of residential, commercial and institutional. Marist College is located to the southwest of the Site across Rt. 9. See Figure 2.

1.3 **Project Description**

1.3.1 *Summary Description*

The Project consists of a residential component incorporating apartments, townhouses and a limited number of detached single-family dwellings arranged in a pattern of neighborhoods connected by walking paths and incorporating open space and recreation areas. The Project also includes a commercial component consisting of an approximately 165,000 square foot building and a variety of smaller retail spaces, all arranged to be accessible to pedestrians. The Project may also include adaptive re-use of the main wing of the former Administration Building, potentially as a hotel, as well as potential re-use of the Library, Amusement Hall and Chapel. The Project will preserve the 18 acre "Great Lawn" and will include publicly accessible recreation opportunities. Figure 3 presents the overall concept for the development of the Site.

1.3.2 *Residential Neighborhoods*

The Project is proposed to consist of a maximum of 750 residential units, currently anticipated to be broken down as follows:

- 500 apartments
- 225 townhomes (in one or more condominium or homeowner's associations)
- 25 detached single family dwellings

The residential component of the Project will be located in the northern half of the Site. See Figure 4, "Concept Plan – Residential Area."

1.3.3 *Commercial Component*

The commercial component of the Project is proposed to consist of 430,000 square feet of nonresidential floor area including the adaptive re-use of the approximately 80,000 square foot main wing of the Administration Building, potentially as a hotel, and 350,000 square feet of mixed retail/restaurant, and other commercial uses in buildings ranging in size from approximately 3,400 square feet to approximately 165,000 square feet. The commercial development area will occupy approximately 40 acres in the southern portion of the Site.

Figure 5, "Concept Plan – Commercial Area" illustrates the layout and provides a breakdown of the commercial component.

1.3.4 Architectural Character

The goal of the architectural program is to facilitate a neighborhood design compatible with the overall historic character of the Site. It is envisioned that all new residential construction will not exceed four stories and 50 feet in height. Architectural design of both the residential and commercial components is in the conceptual design stage. Architectural design will be articulated in the DEIS.

1.3.5 Re-use of Historic Buildings

The Applicant proposes to reuse the main wing of the Administration Building, and is considering re-use of the Library (approx. 2,000 sf), the Amusement Hall (approx. 8,300 sf) and the Chapel (approx. 2,600 sf) as community-serving amenities. The decision whether to re-use these buildings will be based, in part, on whether they can be rehabilitated in a cost-effective manner. Potential programming of the community amenity buildings is currently under consideration. Additional detail will be provided in the DEIS.

1.3.6 Open Space

The Project includes approximately 72 acres of open space, exclusive of the neighborhood open space/recreational areas contained within the residential development areas.

The Project open space will include approximately 20 acres of land left in a natural state. Use of the 18-acre Great Lawn for concerts and other public uses is under evaluation and will be discussed in the DEIS.

1.3.7 Recreation Components

The Project includes approximately 2.6 linear miles of recreational trails, including a potential connection to the Dutchess County Rail Trail (if this trail becomes accessible to the Site via an off-site connection). In addition, use of the 18-acre Great Lawn for concerts and other public uses is under consideration. Neighborhood open space areas and “pocket parks” will be evaluated for active and passive recreational uses. Additional detail will be supplied in the DEIS.

1.3.8 Vehicular and Pedestrian Access and Circulation

The main access to the Site will be from U.S. Route 9 via reconfigurations of the current main access road to the Psychiatric Center and via reconfiguration of Winslow Gate Road. Access to the east will be provided via Paint Shop Road and Hudson View Drive.

Internal vehicular circulation will be via private roads. The Applicant may request that some internal roads be constructed to other than Town standards in order to facilitate a walkable, neighborhood oriented design.

All parts of the Project will be internally connected with sidewalks and walking paths.

1.3.9 Parking and Loading

Parking will be supplied in accordance with the Zoning Law. Additional details will be supplied in the DEIS.

1.3.10 Infrastructure

1.3.10.1 Water

Water will be supplied by connection to Town facilities. Entirely new water lines will be constructed to supply service to the Site. The existing on-site water lines servicing the existing facility will be removed and replaced with Class 52 ductile iron pipes. The new lines will reestablish a connection between the eastern portion of the Site and U.S. Route 9. An engineering report will be prepared during the SEQRA process to determine pipe sizing and to ensure that the requirements of the Dutchess County Department of Health are met.

1.3.10.2 Sewer

Entirely new sanitary sewer service will be supplied to the Project. The existing on-site sanitary sewer lines servicing the existing facility will be removed and replaced with PVC SDR 21 or 35 pipe. On-site sanitary flow will be conveyed to the existing sanitary flow meter located on the southwest corner of the Site and discharged to the Town municipal system along U.S. Route 9. Wastewater will ultimately be conveyed to the Tri Municipal Sewage Treatment Plant in Poughkeepsie. An engineering report will be prepared during the SEQRA process to determine line sizing and to ensure that the requirements of the Dutchess County Department of Health are met.

1.3.10.3 Storm Water

Since the Project will involve a disturbance greater than one acre, a Master Storm Water Pollution Prevention Plan (SWPPP) and report will be prepared for the overall Project as required by the NYSDEC SPDES General Permit GP-0-15-002. Coverage under NYSDEC SPDES General Permit GP-0-15-002 (for storm water run-off from construction activities) will be required for the overall Project.

The Master SWPPP will be prepared in accordance with the following documents:

- New York Standards and Specifications for Erosion and Sediment Controls (August 2005);
- January 2015 New York State Storm Water Management Design Manual; and
- NYSDEC SPDES General Permit GP-0-15-002.

The Master SWPPP will contain the hydrologic analysis of the 1, 10, 25, and 100-year storm events for both post-development and pre-development flows. Engineering calculations for sizing the storm water attenuating practices and conveyance system components will be incorporated into the Master SWPPP.

The Master SWPPP report will contain calculations for sizing the quality treatment facilities. Since the Project is considered a redevelopment and will meet the criteria set forth in Chapter 9 of the New York State Storm Water Design Manual, the Project storm water management design will likely allow

implementation of certain alternative controls that can result in useful pollutant reductions. The report will also include a description of the proposed erosion and sediment control plans.

1.3.10.4 Private Utilities

Electric, telephone, natural gas and telecommunications service will be supplied by connection with private utilities.

1.3.11 Sustainable Design Features

The residential and commercial uses of the Project will incorporate “green” building components, including efficient mechanical systems using current technology, bicycle racks and other sustainable building practices, rendering certain aspects of the Project eligible for certification under the applicable LEED Green Building Rating System Standards.

1.3.12 Phasing

The Applicant currently anticipates that: (i) some portion of the commercial component in the southern portion of the Site will be the first principal project phase; and (ii) the site improvements associated with the southern portion of the Site would be completed within two (2) years of the issuance of the building permit(s) for the first building(s) to be constructed in that phase. The Applicant projects that the residential component will be constructed over a period of ten years following commencement, subject to market demand.

The Development Agreement is anticipated to require: (a) demolition of the existing buildings in the southern portion of the Site to be commenced as soon as practicable after the later to occur of (i) approval of this application, (ii) adoption of the Proposed Amendments, and (iii) issuance of subdivision approval for that portion of the Site (and each such action becoming final); and (b) commencement of demolition of the north and south wings of the Administration Building upon the issuance of a Certificate of Occupancy for the first 200,000 square feet of new nonresidential floor area on the Site.

1.3.13 Ownership and Maintenance

The Applicant may retain or sell all or a part of the Project and may sell or lease portions of both the residential and commercial components. The Applicant may create one or more condominium or homeowner’s associations for both the residential and commercial components of the Project. Some infrastructure, including internal roads, and water and sewer mains and appurtenances serving multiple lots or buildings, may be offered for conveyance to the Town. Additional detail will be provided in the DEIS.

2.0 SITE FEATURES

2.1 Topography and Slope

The high point on the Site is slightly north of the center of the Site. The low point on the Site runs along the border of the west side following U.S. Route 9. The slope runs from east to west. As illustrated by Table 1 below, approximately 65.9± acres or 42% of the Site has slopes ranging from 0% to 5%.

Approximately 36.9± acres or 24% of the Site has slopes ranging from 5% to 10%. Approximately 39.1± acres or 25% of the Site has slopes ranging from 10% to 25%. Approximately 14.2± acres or 9% of the Site has slopes ranging from 25% to 100%. See Figures 6 “Topography” and 7, “Slopes.”

Table 3.1.1-1 “Existing Slope Analysis”

Slope Category	Acreage	Site Area
0%-5%	65.9±	42%
5%-10%	36.9±	24%
10%-25%	39.1±	25%
>25%	14.2±	9%

2.2 Soils

According to U.S. Soil Conservation mapping, there are twelve soil types on the Site. They are as follows.

1. DwB – Dutchess-Cardigan complex, undulating, rocky
2. DwC – Dutchess-Cardigan complex, rolling, rocky
3. DxB – Dutchess-Cardigan-Urban land complex, undulating, rocky
4. HsA – Hoosic gravelly loam, nearly level
5. HsB – Hoosic gravelly loam, undulating
6. HsE – Hoosic gravelly loam, 25 to 45 percent slopes
7. HuA – Hoosic-Urban land complex, nearly level
8. HuB - Hoosic-Urban land complex, undulating
9. NwC - Nassau-Cardigan complex, rolling, very rocky
10. NwD - Nassau-Cardigan complex, hilly, very rocky
11. NxD – Nassau-Rock outcrop complex, steep
12. Wy – Wayland silt loam

Soils will be fully described in the DEIS.

2.3 Water Resources

Streams

An unnamed perennial stream is the primary surface water feature on the Site. It traverses northeast to southwest along the eastern and southern property boundary. The stream flows southwest away from the Site through a culvert located under U.S. Route 9 continuing southwesterly, entering the Hudson

River approximately half a mile west of the Site. The stream is classified by the NYSDEC as a Class "C" stream and is therefore not regulated by that agency. The Town requires a 25 foot buffer from the top of streambank. See Figure 8, "Water Resources Map" for the location of this stream.

Wetlands

There are several small, Federally regulated wetlands located on the southern edge of the property. There are no NYSDEC regulated wetlands on the Site. See Figure 78 "Water Resources Map."

Floodplains

There is a 100-year floodplain associated with the stream on the southern edge of the Site. There is a 500-year floodplain mapped west of the Site. See Figure 8, "Water Resources Map."

2.4 Flora and Fauna

Flora

The Site contains mostly lawn and landscaped areas associated with the former Hudson River Psychiatric Center. There are also meadows in the northeastern portion of the Site and pockets of forest in the northeast, northwest and southeast portions of the Site. Existing vegetation on the Site is typical of the Hudson Valley.

Fauna

The Site contains species common within this region of New York State. Due to the prevalence of urban features (buildings, roads, lawns) many of the bird species can be considered suburban species, while the lawn areas and large trees provide suitable foraging habitat for raptors.

Endangered, Threatened or Rare (ETR) Species

The Site was surveyed in 2008 to evaluate the potential presence for listed endangered and threatened species and to evaluate and catalog the plants and vegetative communities and habitats. No endangered plant or animal species were found on the Site. The Site does contain potential habitat for endangered bat species, but none have been found on the Site.

During the prior studies, three New York State Protective Native Plant species were identified that are listed by NYSDEC. These plants include Christmas fern (*Polystichum acrostichoides*), New York fern (*Thelpteris novaboracensis*) and dogwood (*Cornus florida*). While these plants are considered vulnerable to extirpation, they are not protected from landowner activities. It is worth noting that many of these species are now commercially available in local nurseries and are often used in landscaping across the Hudson Valley Region. Two flowering dogwoods were found in poor health, and seem to be hand planted. The New York fern and Christmas fern are found throughout the Site and are abundant within this region.

2.5 Historic and Archaeological Resources

A total of 55 structures remain on the Site (see Appendix E). Twenty-three of the structures and associated landscape features are in a State Historic District. The Administration Building (Building 051) and its surroundings, including the Great Lawn, is listed as a National Historic Landmark. The remaining 31 structures not included in the State Historic District or National Historic Landmark area lack either sufficient age or integrity to be eligible for the State or National Register.

There have been several previous archeological studies of the former hospital campus following its closure in 2003. These were initiated by former prospective developers. An initial archeological and historical sensitivity report was first generated in 2000 by Greenhouse Consultants, Inc. The report suggested that the campus was sensitive for precontact archeological sites based on the presence of two previously-recorded sites in the vicinity, and the Site's location near the Hudson River and an unnamed stream. However, the potential for finding such sites was determined to be low due to the extensive disturbance resulting from the development of the Site during the previous century.

In 2005, Higgins & Quasebarth completed a Phase IA Historic Background Report. The report traced the historical development of the former hospital campus through deeds and maps, focusing on the construction and demolition of various structures, the development and changes in circulation patterns, and the overall landscape. The report also provided a brief chronology of the buildings then-extant on the campus.

As the Phase IA studies were being conducted in 2004, the Louis Berger Group, Inc. initiated a Phase IB field reconnaissance of the entire campus. The fieldwork consisted of shovel tests in undisturbed areas then proposed to be developed. In all, six discrete areas were included in the testing program and 172 tests were excavated. A small precontact site near the southwest corner of the campus was identified, which was later named "The Third Sprout Site." A small assemblage of historic artifacts was recovered in that area; it was attributed by the archeologists to the former Winslow family farm that occupied that portion of the Site before the creation of the state hospital. The results of the Phase IB study and the archeologist's recommendations were presented in an end-of-fieldwork letter dated December 17, 2004.

2.6 Environmental Considerations

Many of the structures on the Site have some degree of asbestos present in building materials. The Applicant will perform asbestos abatement as necessary prior to demolition. The Applicant will in conjunction with demolition and construction activities also perform any required remedial work. Additional detail will be supplied in the DEIS. Parts of the Site have been accepted into the State Brownfields Program. Clean-up of petroleum spills associated with fuel tanks at the former power house and of coal ash in surface soils is currently underway.

3.0 HRDD AND COMPREHENSIVE PLAN CONSISTENCY

The Project is consistent with the purposes of the Historic Revitalization Development District in which it is located. Compliance with the purposes of the HRDD (as those purposes are set forth in the Proposed Amendments), is summarized as follows.

1. It promotes the preservation and adaptive re-use of the National Historic Landmark Administration Building, and potentially three other structures in the State Historic District, and it preserves the most historically significant open spaces on the Site.
2. It promotes the preservation of open space by “clustering” residences and concentrating mixed development within an integrated design plan creating residential areas and accessible neighborhood commercial centers and recreational spaces.
3. It promotes a mix of commercial and residential uses within a planned community environment where building bulk and architecture, as well as the location of use types, complement each other and harmonize with open spaces and the surrounding landscape.
4. It promotes pedestrian activity through a safe and walkable environment and establishes, where appropriate, an integrated circulation network of streets, sidewalks and other pathways linking the residential, commercial and recreational areas in the HRDD.

The Project is also consistent with the Town of Poughkeepsie Comprehensive Plan. Although the plan does not contain specific recommendations for the Site, the Project is consistent with recommendations such as:

Recommendation 4.1. The Project will diversify the Town’s economic base.

Recommendation 5.2. The Project will provide housing appropriate in size, location, type, accessibility and cost for a wide variety of households.

4.0 PROJECT BENEFITS

4.1 Taxes

The Site currently generates approximately \$144,739.28 annually to all taxing jurisdictions. The Project will generate significantly greater tax revenues to the Town, County, Hyde Park Central School District and various other special districts. Based on preliminary fiscal analyses, the tax revenues of the Project are expected to exceed governmental service costs. Additional detail will be supplied in the DEIS.

The commercial component will generate significant sales tax revenues. Assuming that the Project results in \$37,373,599 in total new annual sales in the Town and that 70% of those sales are taxable, the Project would generate over \$2 million in sales tax revenues for New York State, over \$1 million of which would be distributed to Dutchess County and then further distributed to the Town according to the current State sales tax formula.

4.2 Jobs

The Project will generate substantial employment during and after construction. Based on a construction value of \$164,521,250, 339 direct temporary jobs plus 71 indirect temporary jobs would be created. The commercial component would create approximately 350 direct jobs and the remainder of the Project would create approximately 67 direct jobs. Total on-site employment of 417 would result in 46 indirect jobs for a total of 463 jobs and \$14.7 million in earnings.

4.3 Revitalization

The Project will result in the revitalization and restoration to productive use of the blighted, former Psychiatric Center property. Current on-site conditions place a burden on public safety personnel who frequently have to respond to incidents on the Site. A major fire occurred on the Site in 2007, causing a risk to responders and the public. Revitalization and restoration of the Site to productive use is a major public benefit of the Project.

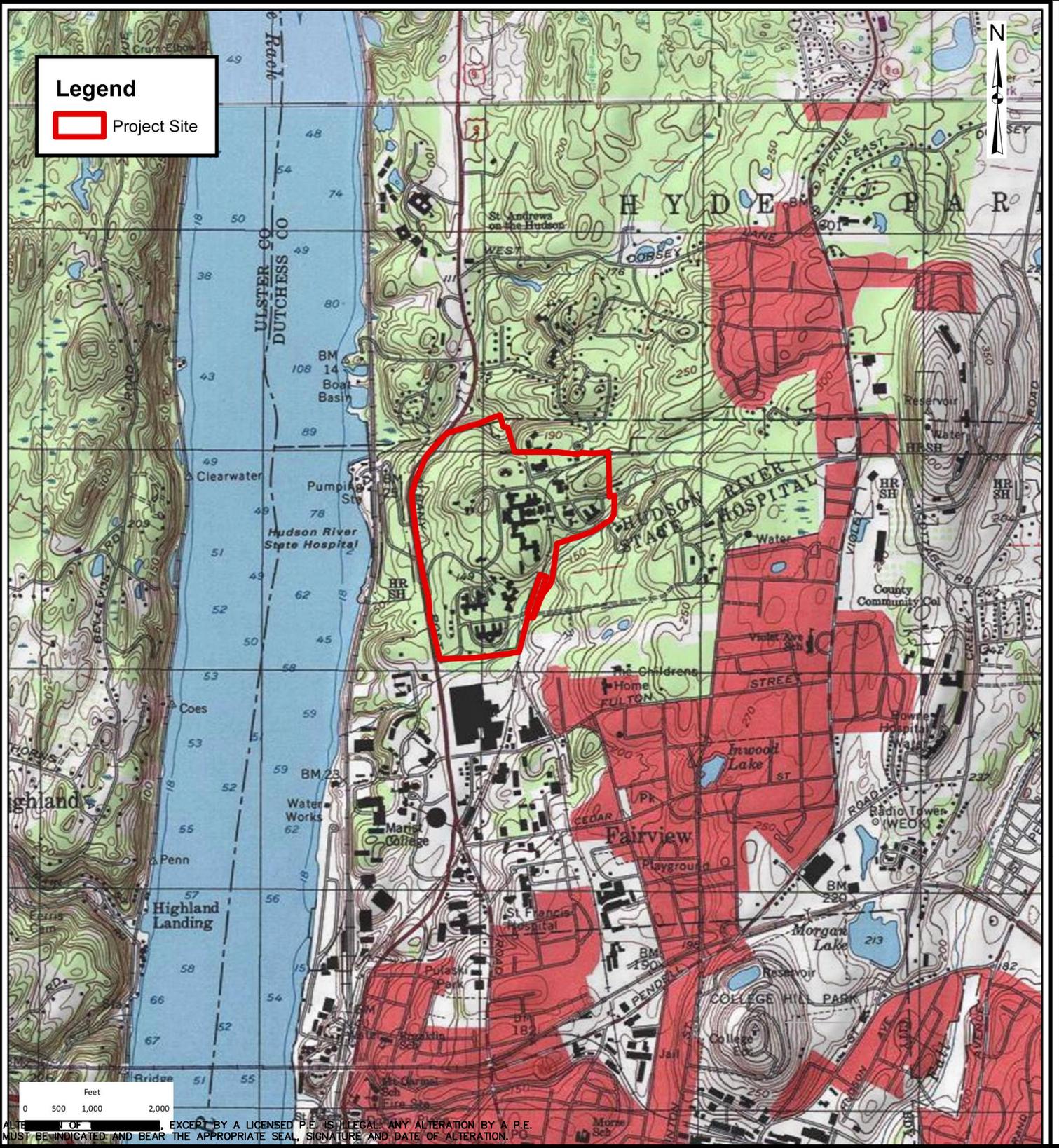
4.4 Housing Diversity

The Project is designed to provide a mix of rental and for-sale housing opportunities that will be responsive to local/regional demand. This mix will include rental apartments, rental and for-sale townhomes, and for-sale single-family detached homes. A minimum of 10% of all dwelling units will be designated as for-sale.

4.5 Commerce

The Project will increase shopping choices and result in commerce and trade, with resultant tax and employment benefits to the community as well as opportunities for consumers and business owners. As noted in Section 4.1, the Project is projected to generate annual taxes exceeding the cost of government services and, as discussed in Section 4.2, it is projected to create more than 400 jobs at build-out. Project created spending, including payroll spending, will in turn have secondary economic impacts throughout the community. Additional analysis will be supplied in the DEIS.

FIGURES



ALTERATION OF THIS MAP, EXCEPT BY A LICENSED P.E. IS ILLEGAL. ANY ALTERATION BY A P.E. MUST BE INDICATED AND BEAR THE APPROPRIATE SEAL, SIGNATURE AND DATE OF ALTERATION.

THE Chazen COMPANIES
 Engineers/Surveyors
 Planners
 Environmental Scientists
 Landscape Architects

Dutchess County Office:
 21 Fox Street Poughkeepsie, NY 12601
 Phone: (845) 454-3980

Capital District Office:
 547 River Street Troy, NY 12180
 Phone: (518) 273-0055

North Country Office:
 375 Bay Road Queensbury, NY 12804
 Phone: (518) 812-0513

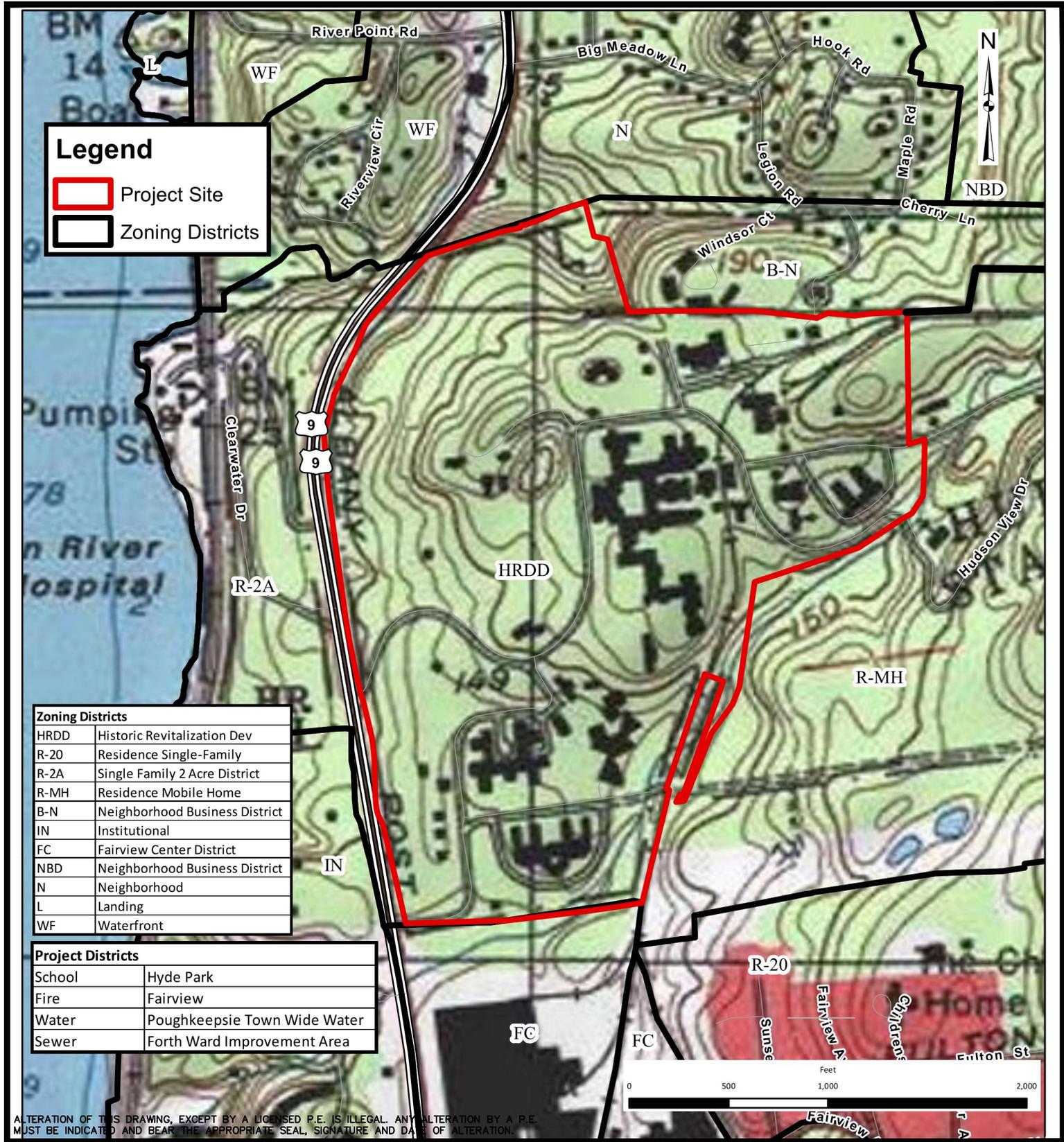
HUDSON HERITAGE

REGIONAL LOCATION MAP

TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

drawn SL	checked SM
date 03/26/15	scale 1"=24000'
project no. 81402.00	
sheet no. 1	

ALL RIGHTS RESERVED. COPY OR REPRODUCTION OF THIS PLAN OR ANY PORTION, THEREOF IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE DESIGN ENGINEER, SURVEYOR, OR ARCHITECT.



Legend

Project Site

Zoning Districts

Zoning Districts	
HRDD	Historic Revitalization Dev
R-20	Residence Single-Family
R-2A	Single Family 2 Acre District
R-MH	Residence Mobile Home
B-N	Neighborhood Business District
IN	Institutional
FC	Fairview Center District
NBD	Neighborhood Business District
N	Neighborhood
L	Landing
WF	Waterfront

Project Districts	
School	Hyde Park
Fire	Fairview
Water	Poughkeepsie Town Wide Water
Sewer	Forth Ward Improvement Area

ALTERATION OF THIS DRAWING, EXCEPT BY A LICENSED P.E. IS ILLEGAL. ANY ALTERATION BY A P.E. MUST BE INDICATED AND BEAR THE APPROPRIATE SEAL, SIGNATURE AND DATE OF ALTERATION.

THE Chazen COMPANIES
Engineers/Surveyors
Planners
Environmental Scientists
Landscape Architects

Dutchess County Office:
21 Fox Street Poughkeepsie, NY 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street Troy, NY 12180
Phone: (518) 273-0055

North Country Office:
375 Bay Road Queensbury, NY 12804
Phone: (518) 812-0513

HUDSON HERITAGE

LOCATION MAP

TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

drawn SL	checked SM
date 03/26/15	scale 1"=8000'
project no. 81402.00	
sheet no. 2	

Hudson River



ALTERATION OF THIS DRAWING, EXCEPT BY A LICENSED P.E. IS ILLEGAL. ANY ALTERATION BY A P.E. MUST BE INDICATED AND BEAR THE APPROPRIATE SEAL, SIGNATURE AND DATE OF ALTERATION.

THE
Chazen
COMPANIES
Engineers/Surveyors
Planners
Environmental Scientists
Landscape Architects

Dutchess County Office:
21 Fox Street Poughkeepsie, NY 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street Troy, NY 12180
Phone: (518) 273-0055

North Country Office:
375 Bay Road Queensbury, NY 12804
Phone: (518) 812-0513

HUDSON HERITAGE

OVERALL CONCEPT PLAN

TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

drawn SL	checked SM
date 05/18/15	scale 1"=150'
project no. 81402.00	
sheet no. 3	

ALL RIGHTS RESERVED. COPY OR REPRODUCTION OF THIS PLAN OR ANY PORTION, THEREOF IS PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE DESIGN ENGINEER, SURVEYOR, OR ARCHITECT.



Commercial Program

Building	Description	Floors	Floor Plate Square Feet	Total Square Feet	Number of Parking Spaces*	Parking Ratio per 1,000 SF	Acreage
A1	Retail	1	164,100	164,100	810	4.94	17.0
A2	Retail / Gas Station	1	5,000	5,000	28	5.60	1.5
A3	Retail - Bank Pad	1	3,400	3,400	18	5.29	0.8
B1	Retail	1	6,000	6,000			
B2	Retail	1	12,500	12,500			
B3	Retail	1	12,500	12,500			
B4	Retail	1	10,200	10,200			
C1	Retail	1	8,200	8,200			
C2	Retail	1	6,200	6,200			
C3	Retail	1	6,600	6,600			
C4	Retail	1	10,200	10,200			
C5	Retail	2	6,200	12,400			
D1	Retail	1	15,000	15,000	75	5.00	2.6
F1	Retail	1	32,500	32,500			
F2	Retail	1	20,000	20,000			
F3	Retail	1	20,000	20,000			
F4	Retail	1	4,800	4,800			
Total			350,000	350,000	1,751	5.00	40.5

designed	SL	checked	SM
date	05/18/15	scale	1"=150'
project no.	81402.00		
sheet no.	4		

HUDSON HERITAGE

CONCEPT PLAN - COMMERCIAL AREA

TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

CHAZEN ENGINEERING, LAND SURVEYING

LANDSCAPE ARCHITECTURE CO., D.P.C.

Office Locations:

Dutchess County Office: 1 Fox Street New York, NY 12601 Phone: (845) 454-3980	Capital District Office: 547 New Street New York, NY 12180 Phone: (518) 273-0055	North Country Office: 75 Bay Road Albany, NY 12204 Phone: (518) 812-0513
---	--	--

ALL RIGHTS RESERVED. COPY OR REPRODUCTION OF THIS DRAWING OR DOCUMENT, OR ANY PORTION THEREOF, WITHOUT THE WRITTEN PERMISSION OF CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C. IS PROHIBITED. THIS DRAWING OR DOCUMENT IS NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT, APPLICATION AND SITUATION FOR WHICH IT WAS INTENDED. ANY MODIFICATION OF THIS DRAWING OR DOCUMENT, OR ANY USE FOR ANY PROJECT, APPLICATION OR SITUATION OTHER THAN THAT FOR WHICH IT WAS INTENDED, WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSON TO ALTER THIS DRAWING OR DOCUMENT IN ANY WAY, UNLESS HE OR SHE IS ACTING UNDER THE DIRECTION OF A LICENSED DESIGN PROFESSIONAL. ANY ALTERATION OF THIS DRAWING OR DOCUMENT WITHOUT THE WRITTEN PERMISSION OF CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C. SHALL BE AT THE ALTERER'S SOLE RISK AND WITHOUT LIABILITY TO CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.



Residential Program		Units
Multi-family units		600
Townhouse units		225
Single-Family Dwelling Units		25
Total		750

designed	SL	checked	SM
date	05/18/15	scale	1"=150'
project no.	81402.00		
sheet no.			5

HUDSON HERITAGE

CONCEPT PLAN - RESIDENTIAL AREA

TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

CHAZEN ENGINEERING, LAND SURVEYING

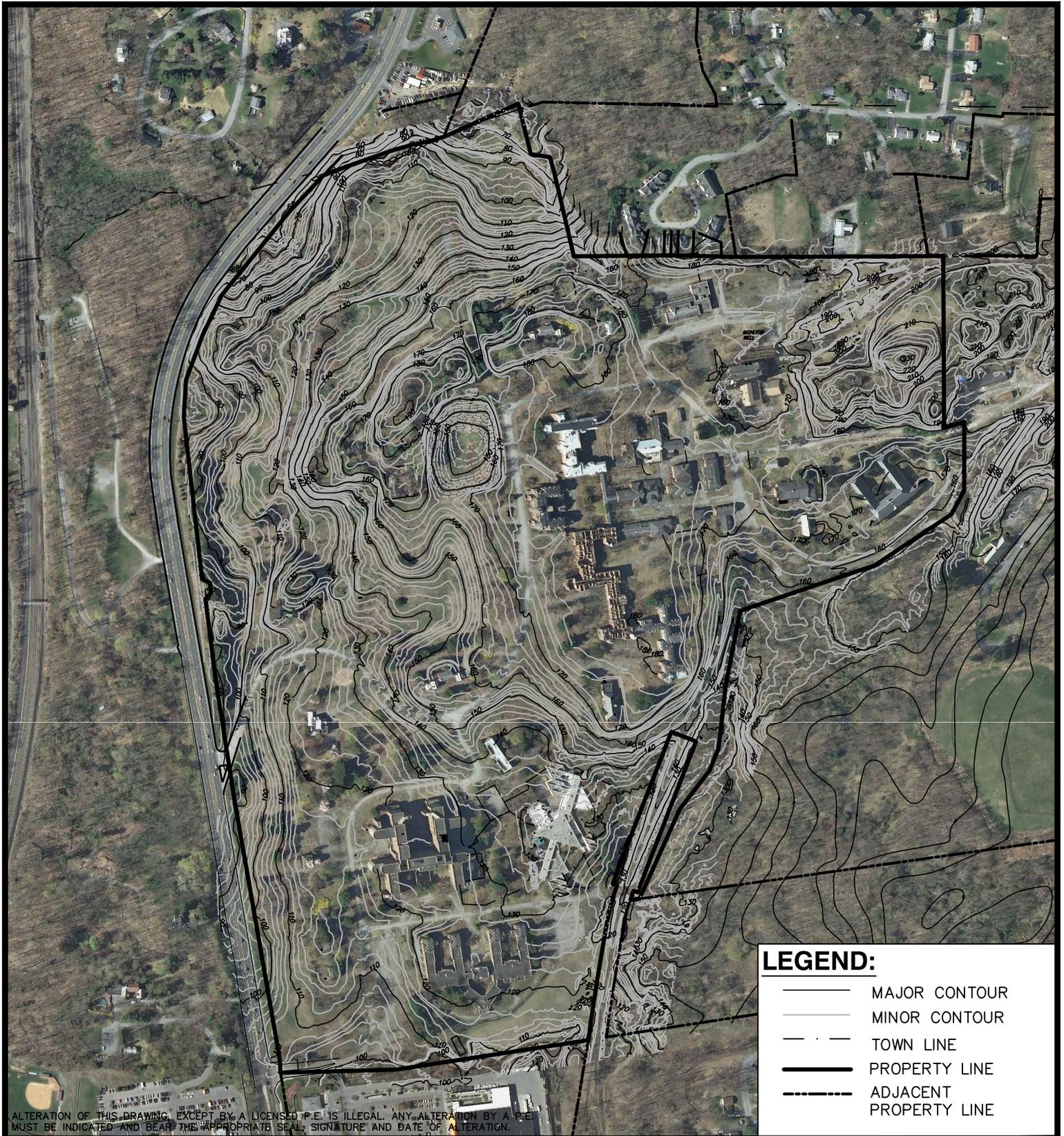
LANDSCAPE ARCHITECTURE CO., D.P.C.

Office Locations:

<p>Dutchess County Office: 1 Fox Street, New York, 12601 Phone: (845) 454-3980</p>	<p>Capital District Office: 547 New Street, New York, 12180 Phone: (518) 273-0055</p>	<p>North Country Office: 75 Bay Road, Oneonta, New York, 12804 Phone: (518) 812-0513</p>
---	--	---

ALL RIGHTS RESERVED. COPY OR REPRODUCTION OF THIS DRAWING OR DOCUMENT, OR ANY PORTION THEREOF, WITHOUT THE WRITTEN PERMISSION OF CHAZEN ENGINEERING, LAND SURVEYING, AND LANDSCAPE ARCHITECTURE CO., D.P.C. IS PROHIBITED. THIS DRAWING OR DOCUMENT IS NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT, APPLICATION AND SITUATION FOR WHICH IT WAS INTENDED. ANY MODIFICATION OF THIS DRAWING OR DOCUMENT, OR ANY USE FOR ANY PROJECT, APPLICATION OR SITUATION OTHER THAN THAT FOR WHICH IT WAS INTENDED, WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSON TO ALTER THIS DRAWING OR DOCUMENT IN ANY WAY, UNLESS HE OR SHE IS ACTING UNDER THE DIRECTION OF A LICENSED DESIGN PROFESSIONAL. PROFESSIONAL ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS, AND SURVEYORS SHALL AFFIX THEIR SEAL TO THE DRAWING, THE ALTERING DESIGN PROFESSIONAL SHALL AFFIX HIS OR HER SEAL TO THE NOTATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



LEGEND:

- MAJOR CONTOUR
- MINOR CONTOUR
- - - TOWN LINE
- PROPERTY LINE
- - - ADJACENT PROPERTY LINE

ALTERATION OF THIS DRAWING, EXCEPT BY A LICENSED P.E. IS ILLEGAL. ANY ALTERATION BY A P.E. MUST BE INDICATED AND BEAR THE APPROPRIATE SEAL, SIGNATURE AND DATE OF ALTERATION.

THE Chazen COMPANIES
 Engineers/Surveyors
 Planners
 Environmental Scientists
 Landscape Architects

Dutchess County Office:
 21 Fox Street Poughkeepsie, NY 12601
 Phone: (845) 454-3980

Capital District Office:
 547 River Street Troy, NY 12180
 Phone: (518) 273-0055

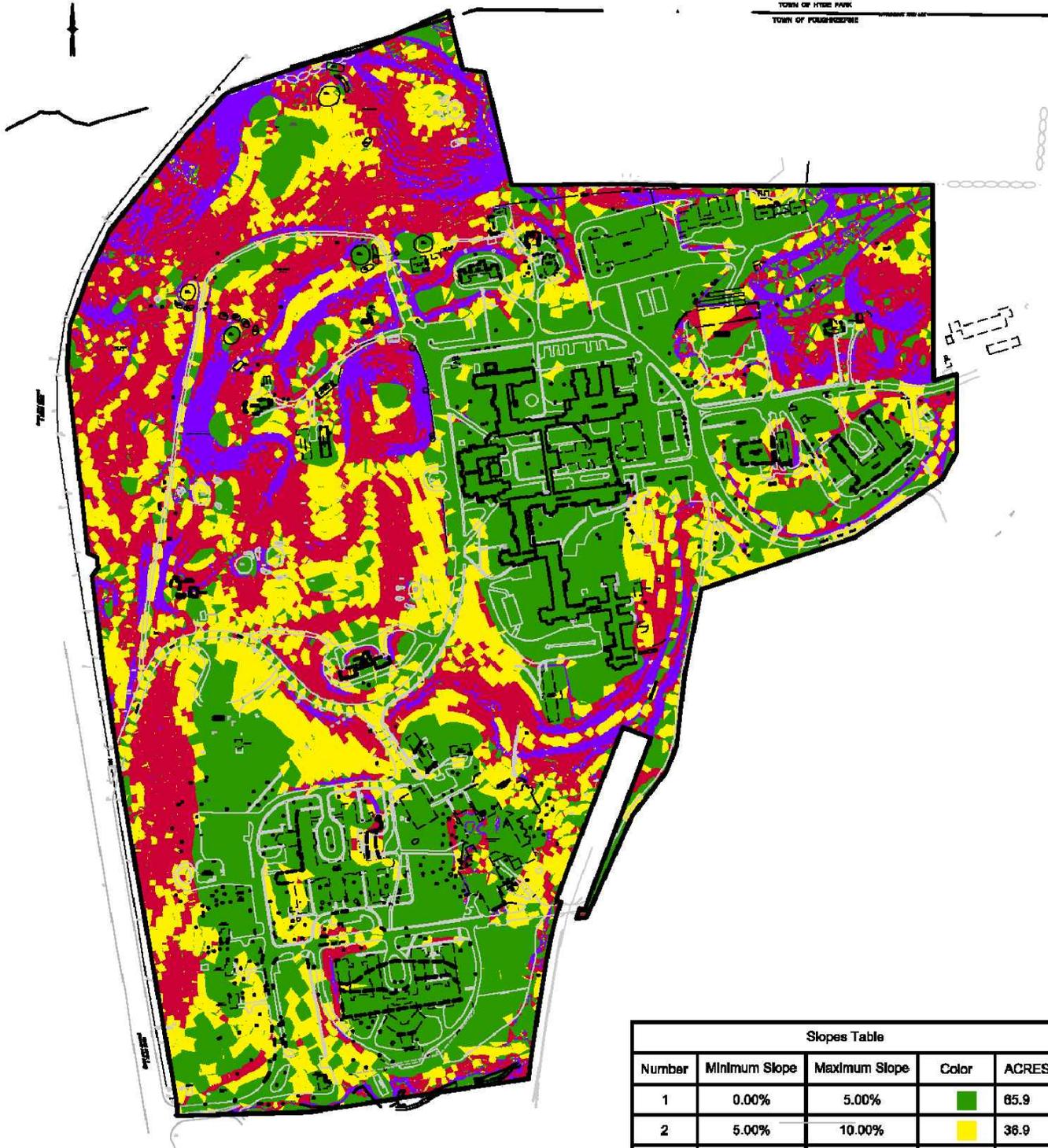
North Country Office:
 375 Bay Road Queensbury, NY 12804
 Phone: (518) 812-0513

HUDSON HERITAGE

TOPOGRAPHY

TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

drawn SL	checked SM
date 03/26/15	scale 1"=500'
project no. 81402.00	
sheet no. 6	



Slopes Table				
Number	Minimum Slope	Maximum Slope	Color	ACRES
1	0.00%	5.00%	Green	65.9
2	5.00%	10.00%	Yellow	36.9
3	10.00%	25.00%	Red	39.1
4	25.00%	100.00%	Purple	14.2

ALTERATION OF THIS DRAWING, EXCEPT BY A LICENSED P.E. IS ILLEGAL. ANY ALTERATION BY A P.E. MUST BE INDICATED AND BEAR THE APPROPRIATE SEAL, SIGNATURE AND DATE OF ALTERATION.

THE Chazen COMPANIES
Engineers/Surveyors
Planners
Environmental Scientists
Landscape Architects

Dutchess County Office:
21 Fox Street Poughkeepsie, NY 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street Troy, NY 12180
Phone: (518) 273-0055

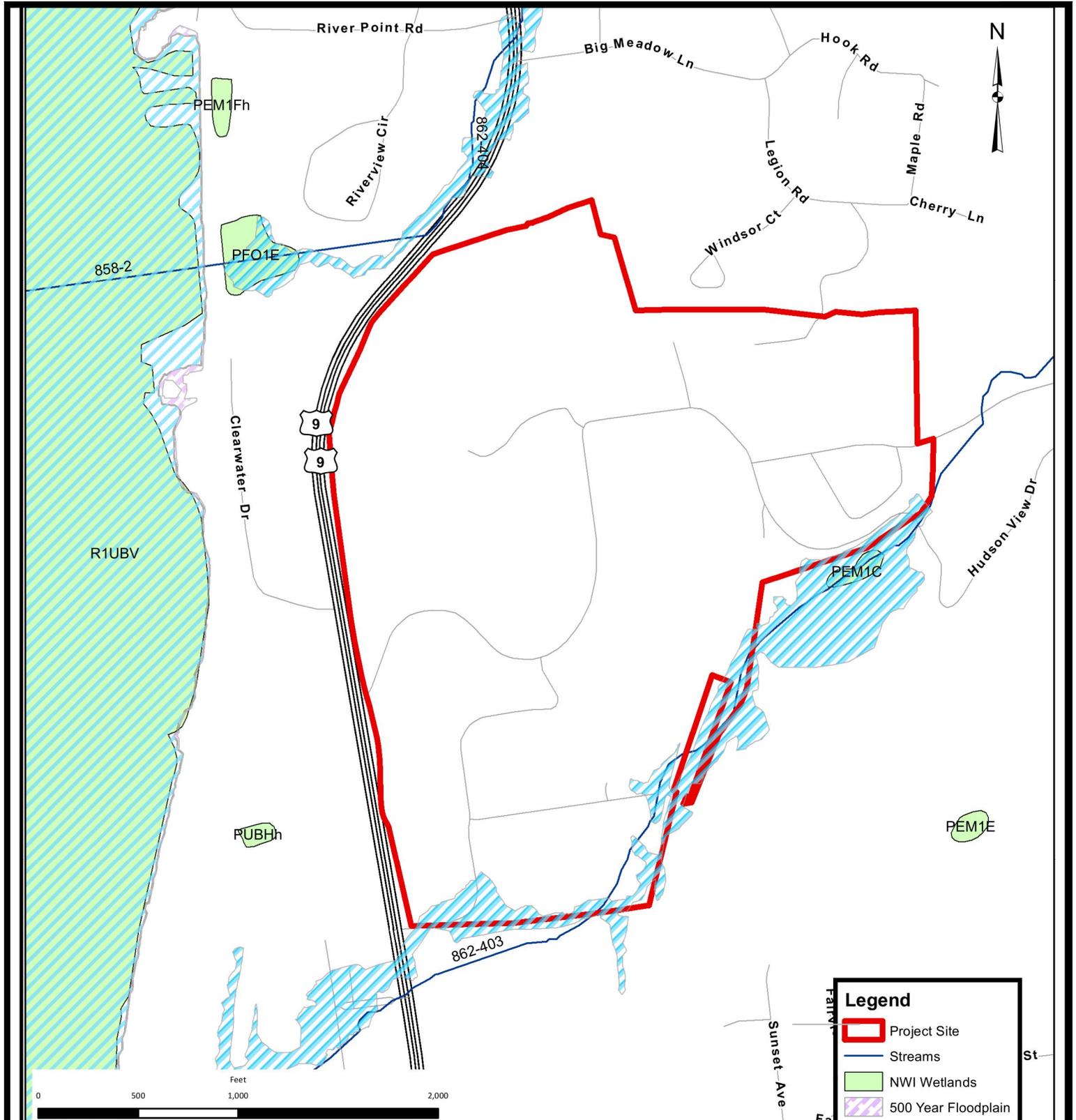
North Country Office:
375 Bay Road Queensbury, NY 12804
Phone: (518) 812-0513

HUDSON HERITAGE

SLOPES

TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

drawn SL	checked SM
date 03/26/15	scale 1"=500'
project no. 81402.00	
sheet no. 7	



ALTERATION OF THIS DRAWING, EXCEPT BY A LICENSED P.E. IS ILLEGAL. ANY ALTERATION BY A P.E. MUST BE INDICATED AND BEAR THE APPROPRIATE SEAL, SIGNATURE AND DATE OF ALTERATION.

Legend

- Project Site
- Streams
- NWI Wetlands
- 500 Year Floodplain
- 100 Year Floodplain

THE Chazen COMPANIES
 Engineers/Surveyors
 Planners
 Environmental Scientists
 Landscape Architects

Dutchess County Office:
 21 Fox Street Poughkeepsie, NY 12601
 Phone: (845) 454-3980

Capital District Office:
 547 River Street Troy, NY 12180
 Phone: (518) 273-0055

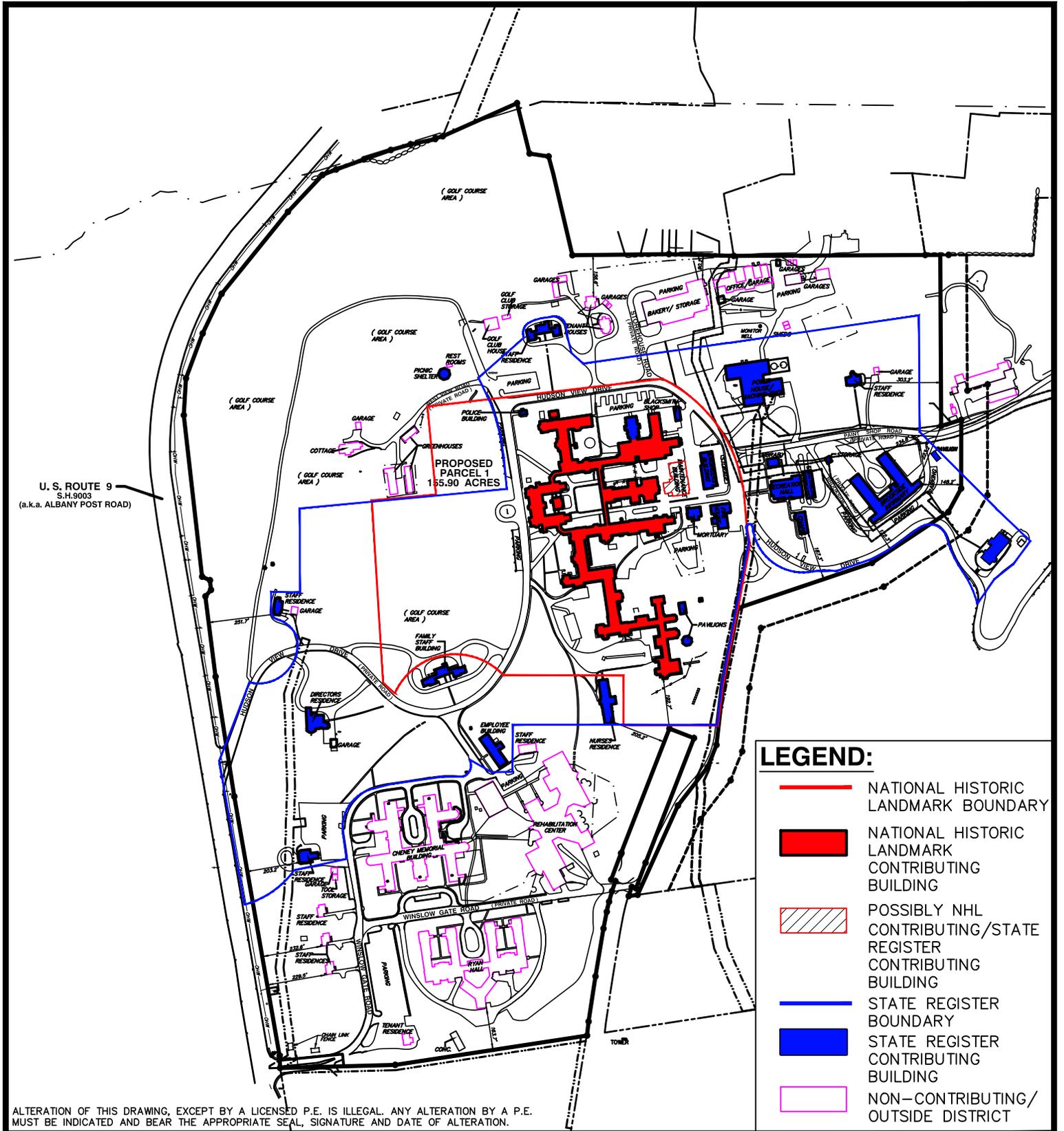
North Country Office:
 375 Bay Road Queensbury, NY 12804
 Phone: (518) 812-0513

HUDSON HERITAGE

WATER RESOURCES

TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

drawn SL	checked SM
date 03/26/15	scale 1"=8000'
project no. 81402.00	
sheet no. 8	



ALTERATION OF THIS DRAWING, EXCEPT BY A LICENSED P.E. IS ILLEGAL. ANY ALTERATION BY A P.E. MUST BE INDICATED AND BEAR THE APPROPRIATE SEAL, SIGNATURE AND DATE OF ALTERATION.

THE Chazen COMPANIES
 Engineers/Surveyors
 Planners
 Environmental Scientists
 Landscape Architects

Dutchess County Office:
 21 Fox Street Poughkeepsie, NY 12601
 Phone: (845) 454-3980

Capital District Office:
 547 River Street Troy, NY 12180
 Phone: (518) 273-0055

North Country Office:
 375 Bay Road Queensbury, NY 12804
 Phone: (518) 812-0513

HUDSON HERITAGE

HISTORIC BUILDINGS AND DISTRICTS

TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

drawn SL	checked SM
date 03/26/15	scale 1"=500'
project no. 81402.00	
sheet no. 9	

APPENDIX A

Full Environmental Assessment Form (FEAF)

Full Environmental Assessment Form

HUDSON HERITAGE

Proposed Zoning Amendments, and Master Development Plan, Site Plan and Subdivision Approvals

3532 North Road (US Route 9)
Town of Poughkeepsie, Dutchess County, New York

May 27, 2015



Engineers
Land Surveyors
Planners
Environmental Professionals
Landscape Architects

Prepared for:
EFG/DRA Heritage, LLC
c/o DRA Heritage LLC, Development
Manager
47 River Road, Suite 200
Summit, New Jersey 07901

©2015 The Chazen Companies

ALL RIGHTS RESERVED. COPY OR REPRODUCTION OF THIS DRAWING OR DOCUMENT, OR ANY PORTION THEREOF, WITHOUT THE EXPRESS WRITTEN PERMISSION OF CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C. IS PROHIBITED. THIS DRAWING OR DOCUMENT IS NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT, APPLICATION AND SITUATION FOR WHICH IT WAS INTENDED. ANY MODIFICATION OF THIS DRAWING OR DOCUMENT, OR ANY USE FOR ANY PROJECT, APPLICATION OR SITUATION OTHER THAN THAT FOR WHICH IT WAS INTENDED, WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CHAZEN ENGINEERING, LAND SURVEYING & LANDSCAPE ARCHITECTURE CO., D.P.C.

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW FOR ANY PERSON TO ALTER THIS DRAWING OR DOCUMENT IN ANY WAY, UNLESS HE OR SHE IS ACTING UNDER THE DIRECTION OF A LICENSED DESIGN PROFESSIONAL (PROFESSIONAL ENGINEER, LAND SURVEYOR, ARCHITECT OR LANDSCAPE ARCHITECT). IF THIS DRAWING OR DOCUMENT IS ALTERED, THE ALTERING DESIGN PROFESSIONAL SHALL AFFIX TO THE DRAWING OR DOCUMENT HIS OR HER SEAL, THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

Full Environmental Assessment Form

HUDSON HERITAGE

Proposed Zoning Amendments, and Master Development Plan, Site Plan and Subdivision Approvals

3532 North Road (US Route 9)
Town of Poughkeepsie, Dutchess County, New York

May 27, 2015



Engineers
Land Surveyors
Planners
Environmental Professionals
Landscape Architects

Prepared by:

Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C.
21 Fox Street
Poughkeepsie, New York 12601
(845) 454-3980

*Capital District Office
(518) 273-0055*

*North Country Office
(518) 812-0513*

CONTENTS

FULL ENVIRONMENTAL ASSESSMENT FORM (FEAF) WITH ENDNOTES

FEAF FIGURES

- Figure 1: Orthophoto Tax Map
- Figure 2: Land Use Map
- Figure 3: Soils Map
- Figure 4: NYSDEC Environmental Resource Map
- Figure 5: Scenic and Aesthetic Resources Map

FULL ENVIRONMENTAL ASSESSMENT FORM (FEAF) WITH ENDNOTES

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Sponsor Information.

Name of Action or Project: Hudson Heritage		
Project Location (describe, and attach a general location map): Refer to Development Master Plan Application Figure 1 and FEAF Figure 1. 3532 North Road (US Route 9), Town of Poughkeepsie, Dutchess County, NY; Tax Parcel 134689-6163-03-011149.		
Brief Description of Proposed Action (include purpose or need): Proposed amendments to the Town of Poughkeepsie Zoning Code with respect to the regulations of the Historic Revitalization Development District (HRDD) (Town Code Section 210-30), and proposed Development Master Plan, site plan, and subdivision approvals for the redevelopment of the former Hudson River Psychiatric Center property which includes demolition of existing buildings and construction of approximately 750 residential units (500 multifamily units, 225 townhouse units, and a potential site for 25 single family homes) and up to approximately 430,000 SF of commercial space, including adaptive re-use of the main wing of the Kirkbride Administration Building. The commercial/retail space includes an approximately 165,000 SF retail building and approximately 185,000 SF within up to 14 additional buildings. The conceptual Development Master Plan includes 1,750+/- parking spaces for the commercial uses plus required parking for the residential uses. Please refer to Development Master Plan Application Figures 3, 4, and 5. It should be noted that these specific quantities are subject to change during the SEQR process and approval review process. The FEAF was completed utilizing the NYSDEC EAF Mapper as well as more detailed information when available. The EAF Mapper tool sometimes indicates limited availability for certain digital data. Endnotes are provided for certain responses to provide clarification of or reference used for the response.		
Name of Applicant/Sponsor: EFG/DRA Heritage, LLC	Telephone: 908-273-2400 Ext 1100	E-Mail: nminoia@diversifiedra.com
Address: c/o DRA Heritage, LLC, Development Manager, 47 River Road Suite 200		
City/PO: Summit	State: NJ	Zip Code: 07901
Project Contact (if not same as sponsor; give name and title/role): Same as Applicant	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Same as Applicant	Telephone:	E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zoning Amendment, Development Master Plan	May 2015
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Site Plan, Subdivision	
c. City Council, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Potential area variances	
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DCDOH for water & sewer improvements; DC Dept of Planning & Development referral	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC GP-0-15-002, NYSDOT Highway Work Permit	
h. Federal agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Potential USACOE wetland permit	
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

Historic Revitalization Development District (HRDD)

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

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes, Refer to Petition of EFG/DRA Heritage, LLC, and the Development Master Plan Application.

i. What is the proposed new zoning for the site? Amendments to HRDD regulations (Town Code Section 210-30)

C.4. Existing community services.

a. In what school district is the project site located? Hyde Park Central School District

b. What police or other public protection forces serve the project site?
Town of Poughkeepsie Police Department with support from Dutchess County Sheriff's Department and NYS Police

c. Which fire protection and emergency medical services serve the project site?
Fairview Fire District, Mobile Life Support Services

d. What parks serve the project site?
Quiet Cove County Park, College Hill Park, Fallkill County Park, numerous other state and local parks

D. Project Details

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 156.19 acres
b. Total acreage to be physically disturbed? 84.34 acres (subject to change during the SEQR process and approval review process)
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 156.19 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) residential and commercial subdivision
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? TBD
iv. Minimum and maximum proposed lot sizes? Minimum TBD Maximum TBD

e. Will proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: NA months
ii. If Yes:
• Total number of phases anticipated TBD
• Anticipated commencement date of phase 1 (including demolition) 12 month 2016 year
• Anticipated completion date of final phase TBD month ____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Refer to Application. _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed. (subject to change during the SEQR process and approval review process)

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	0			0
At completion of all phases	250			500

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures 14+/- (subject to change during the SEQR process and approval review process)
 ii. Dimensions (in feet) of largest proposed structure: 1 story height; 320+/-' width; and 470+/-' length
 iii. Approximate extent of building space to be heated or cooled: up to 430,000+/- square feet (non-residential)

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Potential filling of portions of USACOE regulated wetlands

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
 Potential impacts to wetlands will be evaluated during the FIS process.

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

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

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

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

To be evaluated during the FIS process.

c. Will the proposed action use, or create a new demand for water? Refer to Endnote 1. Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ 208,440+/- gallons/day

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

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

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

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

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

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

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

NA

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

d. Will the proposed action generate liquid wastes? Refer to Endnote 1. Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ 208,440+/- gallons/day

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

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

- Name of wastewater treatment plant to be used: Tri-Municipal Sewage Treatment Plant
- Name of district: Tri-Municipal Sewer Improvement Area
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):
 NA _____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface) **TBD**
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. To be determined

 iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?
 A Stormwater Pollution Prevention Plan (SWPPP) will be prepared in accordance with NYSDEC regulations. Details of stormwater management are to be determined.
 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

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

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

If Yes:

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

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

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

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

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No [Refer to Endnote 2.](#)

If Yes:

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

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

iii. Parking spaces: Existing NA Proposed 1,751 Net increase/decrease NA

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

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:
 A new road network is proposed. Improvements to Route 9 are proposed.

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

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

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

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

If Yes:

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

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

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: <u>7:00 AM to 10:00 PM</u> • Saturday: <u>7:00 AM to 10:00 PM</u> • Sunday: <u>NA</u> • Holidays: <u>NA</u> 	<p>ii. During Operations: Residential & hotel = 24 hours Retail:</p> <ul style="list-style-type: none"> • Monday - Friday: <u>9:00 AM to 9:00 PM</u> • Saturday: <u>9:00 AM to 9:00 PM</u> • Sunday: <u>9:00 AM to 9:00 PM</u> • Holidays: <u>9:00 AM to 9:00 PM</u>
--	---

TBD = To be determined

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 Temporary noise above local ambient levels may occur during construction activities, which will be limited to 7:00 am to 10:00 pm in accordance with Town of Poughkeepsie Code Chapter 139, Noise.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n.. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
 To be determined.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes: (subject to change during the SEQR process and approval review process)
 i. Product(s) to be stored TBD (potential gasoline)
 ii. Volume(s) TBD per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____
 TBD _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Refer to Endnote 3. Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ TBD tons per _____ (unit of time)
 • Operation : _____ 118 tons per _____ month (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: To be determined

 • Operation: Recyclables will be separated and collected for recycling at Dutchess County Resource Recovery Agency Facility.

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: Dutchess County Resource Recovery Agency Facility

 • Operation: Solid waste will be picked up by a licensed waste hauler and transported to the Dutchess County Resource Recovery Agency Facility on Sand Dock Road in the Town of Poughkeepsie for disposal.

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

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

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site Refer to Figure 2.

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): college _____
 ii. If mix of uses, generally describe:
 Commercial (shopping plaza), park, residential, college, community services _____

b. Land uses and coverytypes on the project site. **TBD**

Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

TBD = To be determined

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

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

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

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes: **Refer to Endnote 4.**
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: NYSDEC Remediation Site Code V00657
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
Landfill Site 6 is located along the southern boundary of the property.

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

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
Refer to NYSDEC Remediation Site Codes C314120, C314121, V00657, and 314063.

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No **Refer to Endnote 4.**
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): C314120, C314121, V00657, 314063
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): C314120, C314121, V00657, 314090, 546031, 314063, 314103
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
There was a former coal ash landfill on the project site. It has been cleaned and all material removed. There is a closed and capped landfill on the project site that is subject to an ongoing management program approved by the NYSDEC and under NYSDEC supervision. Other sites are currently undergoing remediation. Refer to Endnote 4.

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: V00657
- Describe the type of institutional control (e.g., deed restriction or easement): Land use restriction
- Describe any use limitations: land use restriction
- Describe any engineering controls: ongoing monitoring
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site Refer to Figure 3 and Endnote 5.

a. What is the average depth to bedrock on the project site? _____ 0 to >5 feet

b. Are there bedrock outcroppings on the project site? Yes No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ 2+/- %

c. Predominant soil type(s) present on project site:	Hoosic-urban land complex	_____	41 %
	Hoosic gravelly loam	_____	28 %
	Nassau-Cardigan complex	_____	6 %

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

e. Drainage status of project site soils: Well Drained: _____ 98 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ 2 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 66 % of site
 10-15%: _____ 29 % of site
 15% or greater: _____ 5 % of site

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

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Refer to Figure 8 of the Development Master Plan Application and Endnote 6. Yes No

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

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

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

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

- Streams: Name 862-403 Classification C
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters Approximate Size TBD
- Wetland No. (if regulated by DEC) NA

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

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

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

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

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

TBD = To be determined

m. Identify the predominant wildlife species that occupy or use the project site: <u>Refer to Endnote 7.</u> _____ _____ _____	_____ _____ _____
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Refer to Figure 4 and Endnote 7.	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No i. If Yes: acreage(s) on project site? <u>72</u> +/- _____ ii. Source(s) of soil rating(s): GIS _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? Refer to Endnote 8.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input checked="" type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: <u>Hudson River State Hospital</u>	
<i>iii.</i> Brief description of attributes on which listing is based: To be further described in the EIS.	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Describe possible resource(s): <u>Pre-contact archeological site</u>	
<i>ii.</i> Basis for identification: <u>Phase 1B Survey</u>	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Refer to Figure 5.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: <u>Refer to Figure 5.</u>	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Various</u>	
<i>iii.</i> Distance between project and resource: _____ <u>0.02 miles. (Quiet Cove Park across Route 9)</u>	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Additional Information

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

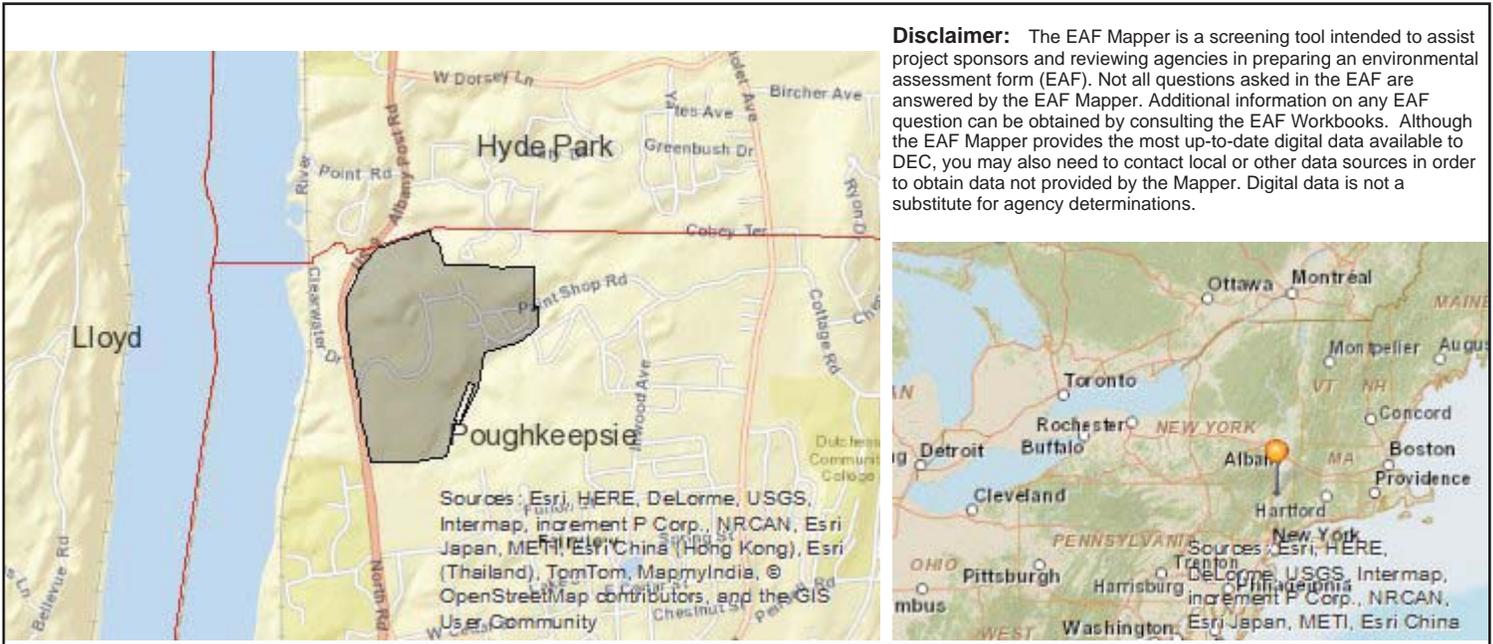
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name EFG/DRA Heritage, LLC By DRA Heritage, LLC Date May 27, 2015

Signature George J. Calogno Title Vice President



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

B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	Remediation Sites:C314120, Remediation Sites:C314121, Remediation Sites:V00657, Remediation Sites:314063
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Yes
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Yes
E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]	C314120, C314121, V00657, 314063
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C314120, C314121, V00657, 314090, 546031, 314063, 314103
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Stream Name]	862-403
E.2.h.iv [Surface Water Features - Stream Classification]	C

E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	Hudson River State Hospital, Main Building, Roosevelt, Isaac, House
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

ENDNOTES

1. Water Usage/Wastewater Generation

The following table show a potential mix of residential unit types and bedroom counts. It should be noted that these specific quantities are subject to change during the SEQR process and approval review process.

Unit Type	1BR	2BR	3BR	4BR	TOTAL UNITS	TOTAL BR'S
Multifamily Units	250	250	0	0	250	750
Townhouse Units	0	75	150	0	225	600
Single Family Residences	0	0	12	13	25	88
Total:	250	575	162	13	500	1,438

The Development Impact Assessment Handbook, Urban Land Institute, 1994, provides estimates for number of employees for various uses. According to the Handbook, a retail use employs an average of 2.5 persons per 1,000 square feet of floor area and a hotel use employs an average of 0.7 employees per 1,000 SF, which results in 875 employees for the proposed 350,000 SF of retail floor area and 56 employees for the proposed hotel.

The table below provides estimated water usage/wastewater generation for the proposed project, according to the New York State Department of Environmental Conservation's *Design Standards for Wastewater Treatment Works*, March 2014.

Type of Use	Rate	Gallons per Day (gpd)	GPD with 20% adjustment for water saving plumbing fixtures
Multifamily & Single Family Residences (1,438 bedrooms)	110 gpd per bedroom ¹ (includes adjustment for water saving plumbing fixtures)	158,180 gpd	158,180
Retail (350,000 SF & 875 employees)	0.1 gpd per SF plus 15 gpd per employee per shift.	48,125 gpd	38,500 gpd
Hotel (80 rooms plus 60-seat restaurant plus spa)	Hotel: 110 gpd per sleeping unit ¹ (includes adjustment for water saving plumbing fixtures) Restaurant: 35 gpd per seat Spa: 20 gpd per patron (assume 80 patrons)	12,500 gpd	11,760 gpd
Total:			208,440 gpd
1. 110 gpd for post-1994 plumbing code fixtures; 130 gpd for pre-1994 fixtures; and 150 gpd for pre-1980 fixtures.			

It should be noted that these specific quantities are subject to change during the SEQR process and approval review process.

2. Traffic

The Trip Generation Application by Trafficware, LLC, which utilizes the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition, 2012, provides the following estimates for traffic generated by the proposed project.

ITE USE CODE	ITE LAND USE	AM PEAK HOUR OF ADJACENT STREET TRAFFIC	PM PEAK HOUR OF ADJACENT STREET TRAFFIC
210	Single Family Detached Housing	19	25
220	Apartment	255	310
230	Condominium/Townhouse	99	117
820	Shopping Center	336	1,299
310	Hotel	42	48
Total:		751	1,799

It should be noted that these specific quantities are subject to change during the SEQR process and approval review process. A Traffic Impact Study is currently being prepared and will be submitted upon completion.

3. Solid Waste Generation

According to the *Development Impact Assessment Handbook*, Urban Land Institute, 1994, a residential use would generate 0.00175± tons per resident per day and a retail use would generate 0.001± tons of solid waste per employee per day.

The following table provides estimates of the number of residents according to the Rutgers University Center for Urban Policy Research, *Residential Demographic Multipliers, Estimates of the Occupants of New Housing*, Table 1-1.

	# of Persons per Household	Proposed # of Units	Estimated # of Residents
5+Units Rented 1 BR	1.66	250	415
5+ Units Rented 2 BR	2.51	250	628
5+ Units Owned 2 BR	1.88	75	141
5+ Units Owned 3 BR	3.00	150	450
Single-Family Detached 3 BR	3.06	12	36
Single-Family Detached 4 BR	3.76	13	45
Total:			1,715

Based on this information, the residential portion of the project with 1,715 residents at full buildout would be expected to generate 3.00 tons of solid waste per day and the retail and hotel

portion with 931 employees would be expected to generate 0.93 tons of solid waste per day, which results in a total solid waste generation of 3.93 tons of solid waste per day or 118 tons per month. It should be noted that these specific quantities are subject to change during the SEQR process and approval review process.

4. Remediation Activities

The FEAF Mapper indicates that there are four remediation sites located on the project site: C314120, C314121, V00657, and 314063. Sites C314120 and C314121 have been assigned a Classification of A. Sites V00657 and 314063 have been assigned a Classification of C.

There is a closed and capped landfill on the site that was used for non-putrescible solid waste. This site is subject to an ongoing management program approved by the DEC. Portions of the site have been accepted into the Brownfields clean-up program. Two areas of contamination are currently being remediated: an area of coal ash in the surface soil and petroleum spills at the power house fuel tanks.

5. Soils

Soils information was obtained through available Geographic Information Systems (GIS) information and the USDA Natural Resources Conservation Service website (<http://efotg.sc.egov.usda.gov/treemenuFS.aspx>) (Figure 3). The following table provides the soil characteristics for each soil type expected to be found on the project site.

% of SITE	SOIL SYMBOL	SOIL TYPE	SLOPES	DRAINAGE	DEPTH TO WATER TABLE (FT)	DEPTH TO BEDROCK (INCHES)
25	HsB	Hoosic gravelly loam, undulating	2 to 6%	somewhat excessively	>6	>60
24	HuB	Hoosic-Urban Land complex, undulating	2 to 6%	somewhat excessively	>6	>60
		Hoosic (40%)				
		Urban Land (35%)				
19	DwC	Dutchess-Cardigan complex, rolling, rocky	5 to 16%	well	>6	>60
		Dutchess (40%)				
		Cardigan (30%)				
17	HuA	Hoosic-Urban Land complex, nearly level	0 to 2%	somewhat excessively	>6	>60
		Hoosic (40%)				
		Urban Land (35%)				
5	NwC	Nassau-Cardigan complex, rolling, very rocky	5 to 16%			

% of SITE	SOIL SYMBOL	SOIL TYPE	SLOPES	DRAINAGE	DEPTH TO WATER TABLE (FT)	DEPTH TO BEDROCK (INCHES)
		Nassau (40%)		somewhat excessively	>6	10 to 20
		Cardigan (40%)		well	>6	20 to 40
4	NxE	Nassau-Rock outcrop complex, steep	25 to 45%			
		Nassau		somewhat excessively	>6	10 to 20
		Rock Outcrop				0
2	Wy	Wayland silt loam	0 to 3%	poorly & very poorly	+0.5 to 1.0 (Nov-Jun)	>60
2	HsA	Hoosic gravelly loam, nearly level	0 to 2%	somewhat excessively	>6	>60
1	HsE	Hoosic gravelly loam, 25 to 45% slopes	25 to 45%	somewhat excessively	>6	>60
1	NwD	Nassau-Cardigan complex, hilly, very rocky	15 to 30%			
		Nassau		somewhat excessively	>6	10 to 20
		Cardigan		well	>6	20 to 40

Urban Land is described as areas covered by buildings, streets, parking lots and other impervious surfaces, which obscure soil identification, so that the actual identification of the soil is not determined for this portion of the site. These areas are considered to be well drained since stormwater drainage from them is controlled.

6. Wetlands and Surface Waters

According to the NYSDEC EAF Mapper, the Environmental Resource Mapper (<http://www.dec.ny.gov/imsmaps/ERM/viewer.htm>) (Figure 4), and available GIS mapping (Figure 8 of the Development Master Plan Application), there are no NYSDEC regulated wetlands on or adjacent to the project site. A NYSDEC regulated Class C stream flows east to west along the eastern and southern property boundary. This stream is mapped as discharging into the Hudson River. The stream is associated with a FEMA Mapped 100-year floodplain. The National Wetland Inventory (NWI) does not map any wetlands on site, but an NWI mapped wetland is located off-site immediately south of the property boundary near the eastern limits of the site, and associated with the previously referenced stream. Other NWI wetlands are also found south of the site. Prior reviews of the site delineated wetland adjacent to the stream on the southern property boundary. It is anticipated that the on-site stream and adjacent wetlands would be regulated by the US Army Corps of Engineers given the hydrological connection to the Hudson River, a Traditionally Navigable Water, approximately 1,300 feet to the east. The Town of Poughkeepsie has adopted a local wetland law (Chapter 116 Town of Poughkeepsie Code). The

Town regulates activities in wetlands greater than 0.1 acre, and delineates those areas using the Corps of Engineer Methodology. The Town also regulates a 25 foot buffer for aquatic resources at least 1 acre in size but less than five acres. Potential impacts to wetlands will be evaluated during the Environmental Impact Statement (EIS) process.

7. Endangered, Threatened and/or Rare Species

According to the NYSDEC Environmental Resource Mapper on the NYSDEC website (<http://www.dec.ny.gov/imsmaps/ERM/viewer.htm>) (Figure 4), there are known occurrences of endangered, threatened, and/or rare species on or in the vicinity of the project site. Based on an April 4, 2014 letter from New York Natural Heritage Program, the known occurrence at this location is the Shortnosed sturgeon (*Acipenser brevirostrum*) located in the Hudson River. A second letter has more recently been submitted to NYNHP requesting information on records.

Chazen also obtained an Official Species List from the United States Fish and Wildlife Service (USFWS) Information Planning and Conservation System (IPaC) website. The USFWS Official Species List identified the state and federally endangered Dwarf wedgemussel, the state and federally endangered Indiana bat, the federally threatened Northern long-eared bat, and the New England cottontail, a candidate for federal listing/state listed species of concern as potentially occurring in the region of the project. The project site is unlikely to support Dwarf wedgemussel or New England cottontail, as proper habitat is not known to be present on the site for either of these two species. There are no known summer occurrence records for Northern long-eared bat in Dutchess County post White-Nosed Syndrome, but hibernacula where the species is known to occur post White-Nosed Syndrome is located within range for the species. Based on the April 4, 2014 NYNHP letter, there are no occurrence records for Indiana bat within the vicinity of the site. Both the Indiana bat and the Northern long-eared bat use trees >3" dbh with crevices, exfoliating bark and broken limbs for summer female, maternity and male roosts. Previous investigations found an abundance of significantly larger trees (over 48" dbh), which makes this site a candidate site for bat activity, including the Indiana bat and Northern long-eared bat. It is also noted that during previous Natural Resource Surveys an Eastern box turtle (state species special concern) was identified in the northern portion of the site.

Previous ecological surveys from 2005 also found three plant species (flowering dogwood, New York fern and Christmas fern), which are identified by the NYSDEC as exploitably vulnerable. The flowering dogwoods were planted as ornamental species and were in poor health at the time of the field investigation. The ferns appeared to be naturally occurring. None of the plants identified on-site for the 2005 report are protected by NYSDEC regulations. Although the potential does exist for erect knotweed within the southern and eastern portions of the site, this species generally inhabits dry, disturbed, open areas; this species was not identified at the study area.

8. Cultural/Historic Resources

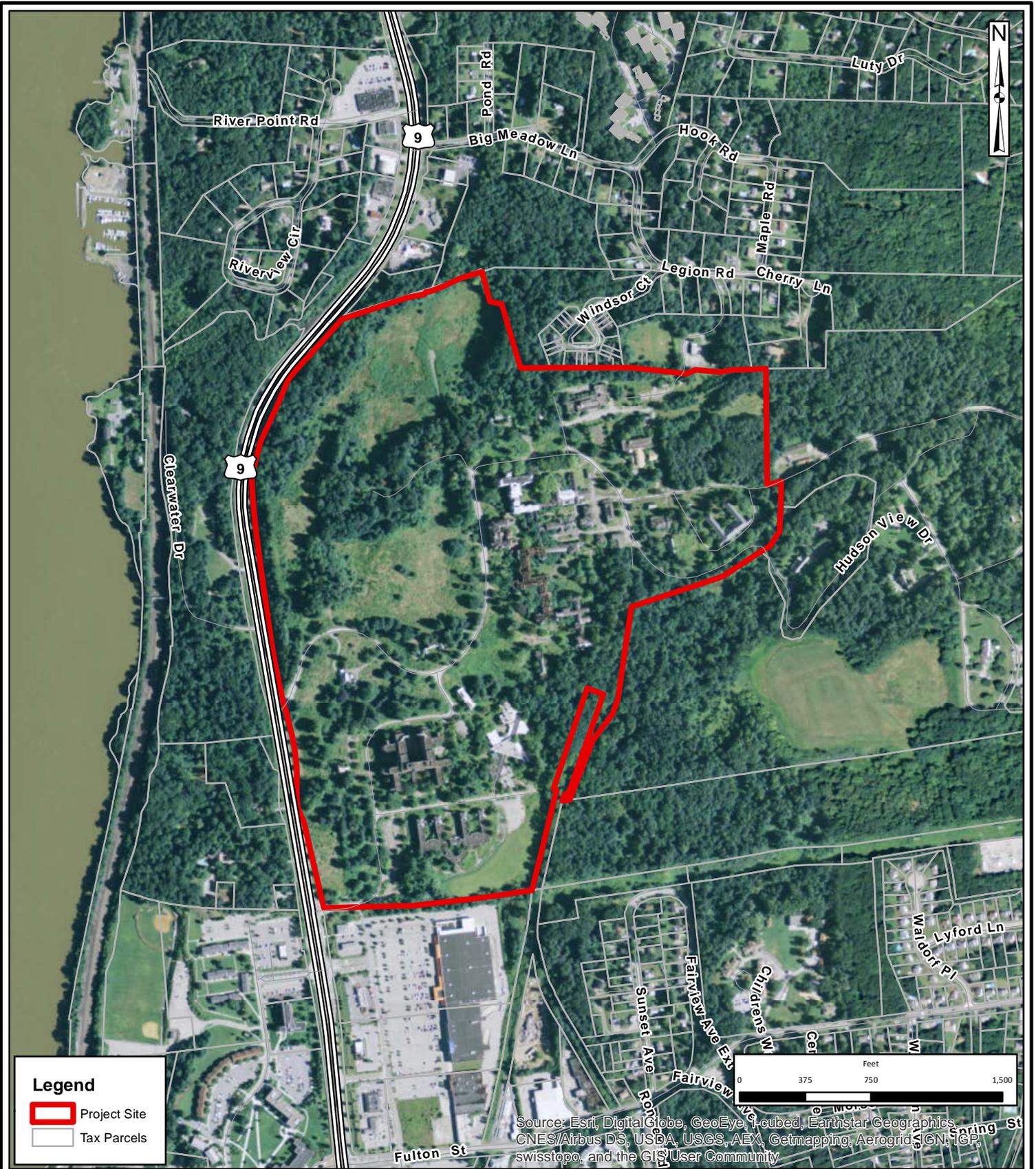
Twenty-three of the existing structures and associated landscape features are in a State Historic District. The Kirkbride Administration Building (Building 051) and its surroundings, including the Great Lawn, are listed as a National Historic Landmark. The remaining 31 structures not included in the State Historic District or National Historic Landmark area lack either sufficient age or integrity to be eligible for the State or National Register.

There have been several previous archeological studies of the former hospital campus following its closure in 2003, initiated by former prospective developers. An initial archeological and historical sensitivity report was first generated in 2000 by Greenhouse Consultants, Inc. The report suggested that the campus was sensitive for precontact archeological sites based on the presence of two previously-recorded sites in the vicinity, and the site's location near the Hudson River and an unnamed stream. However, the potential for finding such sites was determined to be low due to the extensive disturbance resulting from the development of the Site during the previous century.

In 2005, Higgins & Quasebarth completed a Phase IA Historic Background Report. The report traced the historical development of the former hospital campus through deeds and maps, focusing on the construction and demolition of various structures, the development and changes in circulation patterns, and the overall landscape. The report also provided a brief chronology of the buildings then-extant on the campus.

As the Phase IA studies were being conducted in 2004, the Louis Berger Group, Inc. initiated a Phase IB field reconnaissance of the entire campus. The fieldwork consisted of shovel tests in undisturbed areas then proposed to be developed. In all, six discrete areas were included in the testing program and 172 tests were excavated. A small precontact site near the southwest corner of the campus was identified, which was later named "The Third Sprout Site." A small assemblage of historic artifacts was recovered in that area; it was attributed by the archeologists to the former Winslow family farm that occupied that portion of the Site before the creation of the state hospital. The results of the Phase IB study and the archeologist's recommendations were presented in an end-of-fieldwork letter dated December 17, 2004.

FEAF FIGURES



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

- Project Site
- Tax Parcels

THE Chazen COMPANIES
Proud to be Employee Owned

ENGINEERS
 LAND SURVEYORS
 PLANNERS
 ENVIRONMENTAL & SAFETY PROFESSIONALS
 LANDSCAPE ARCHITECTS

Dutchess County Office:
 21 Fox Street, Poughkeepsie, NY 12601
 Phone: (845) 454-3980

Capital District Office:
 547 River Street, Troy, NY 12180
 Phone: (518) 273-0055

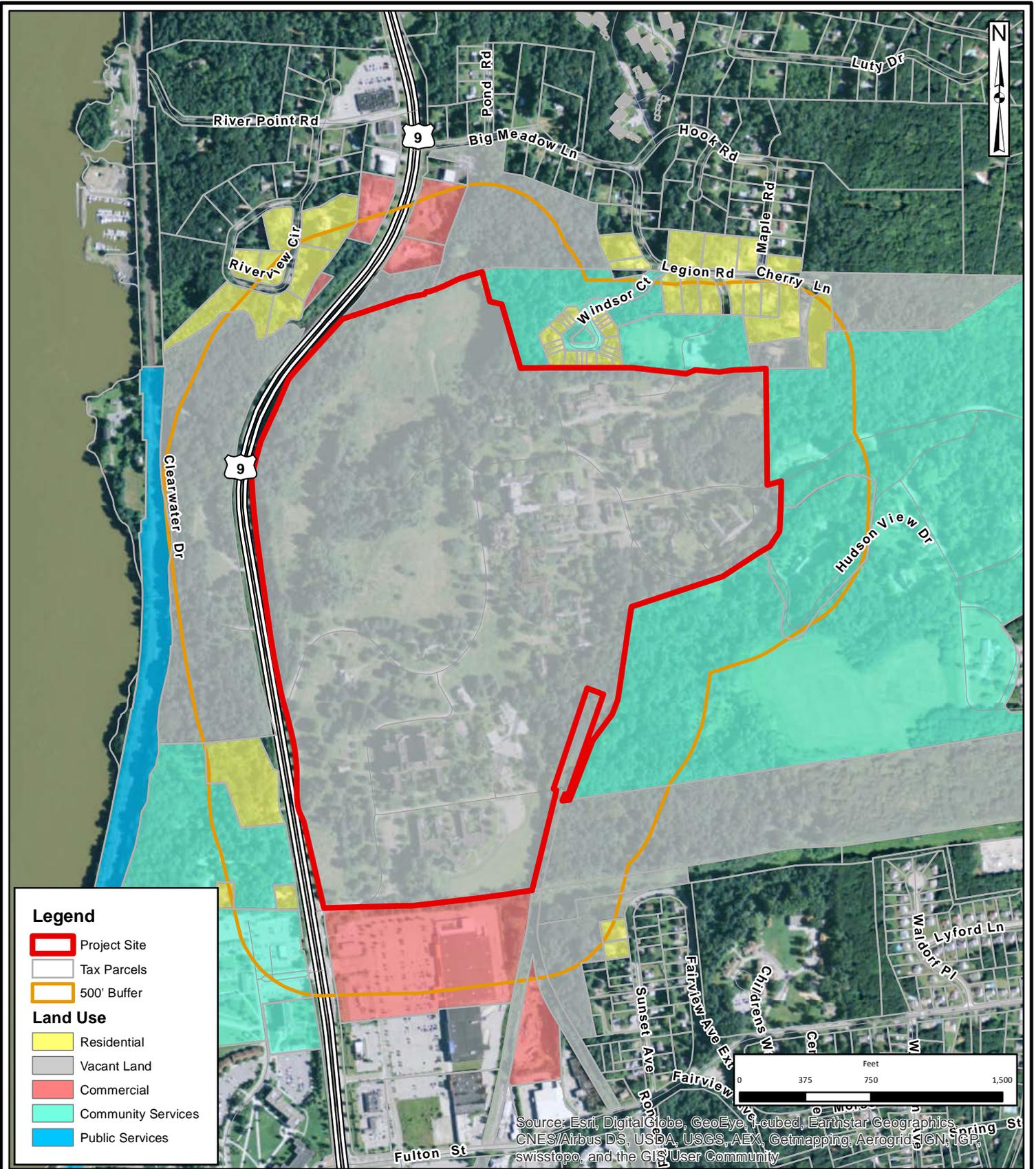
North Country Office:
 375 Bay Road, Queensbury, NY 12804
 Phone: (518) 812-0513

Hudson Heritage Park

Orthophoto Tax Map

Town of Poughkeepsie - Dutchess County, New York

Drawn:	GHM
Date:	05/13/2015
Scale:	1 inch=750 feet
Project:	81402.00
Figure:	1



Legend

- Project Site
- Tax Parcels
- 500' Buffer
- Land Use**
- Residential
- Vacant Land
- Commercial
- Community Services
- Public Services

Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Dutchess County Office:
21 Fox Street, Poughkeepsie, NY 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street, Troy, NY 12180
Phone: (518) 273-0055

North Country Office:
375 Bay Road, Queensbury, NY 12804
Phone: (518) 812-0513

Hudson Heritage Park

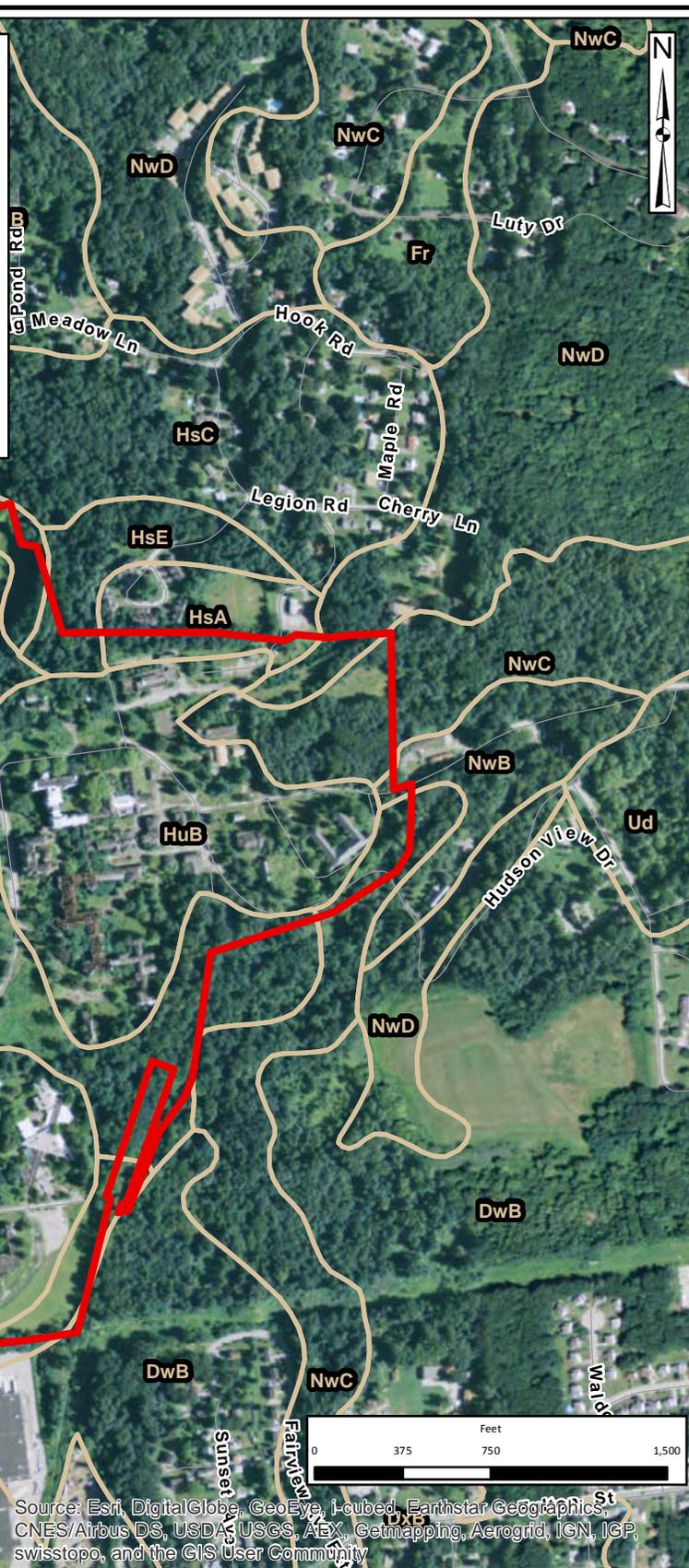
Land Use Map

Town of Poughkeepsie - Dutchess County, New York

Drawn:	GHM
Date:	05/13/2015
Scale:	1 inch=750 feet
Project:	81402.00
Figure:	2

Project Site Soils

- DwB Dutchess-Cardigan complex, undulating, rocky
- DwC Dutchess-Cardigan complex, rolling, rocky
- HsA Hoosic gravelly loam, nearly level
- HsB Hoosic gravelly loam, undulating
- HsE Hoosic gravelly loam, 25 to 45 percent slopes
- HuA Hoosic-Urban land complex, nearly level
- HuB Hoosic-Urban land complex, undulating
- NwB Nassau-Cardigan complex, undulating, very rocky
- NwC Nassau-Cardigan complex, rolling, very rocky
- NwD Nassau-Cardigan complex, hilly, very rocky
- NxE Nassau-Rock Outcrop complex, steep
- Wy Wayland silt loam



Legend

- Project Site
- Soils



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA/USGS, AeroX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



Dutchess County Office:
21 Fox Street, Poughkeepsie, NY 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street, Troy, NY 12180
Phone: (518) 273-0055

North Country Office:
375 Bay Road, Queensbury, NY 12804
Phone: (518) 812-0513

Hudson Heritage Park

Soils Map

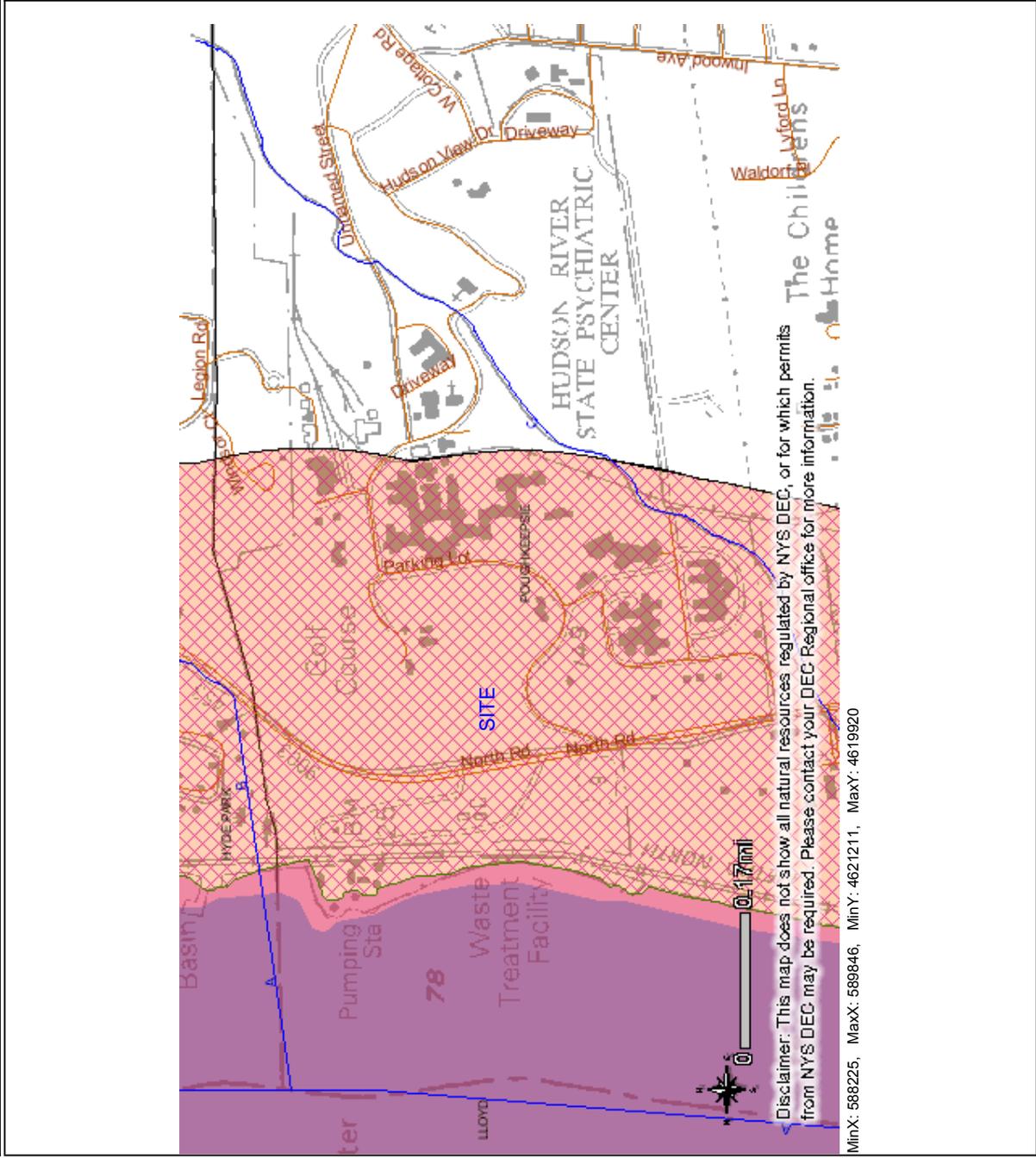
Town of Poughkeepsie - Dutchess County, New York

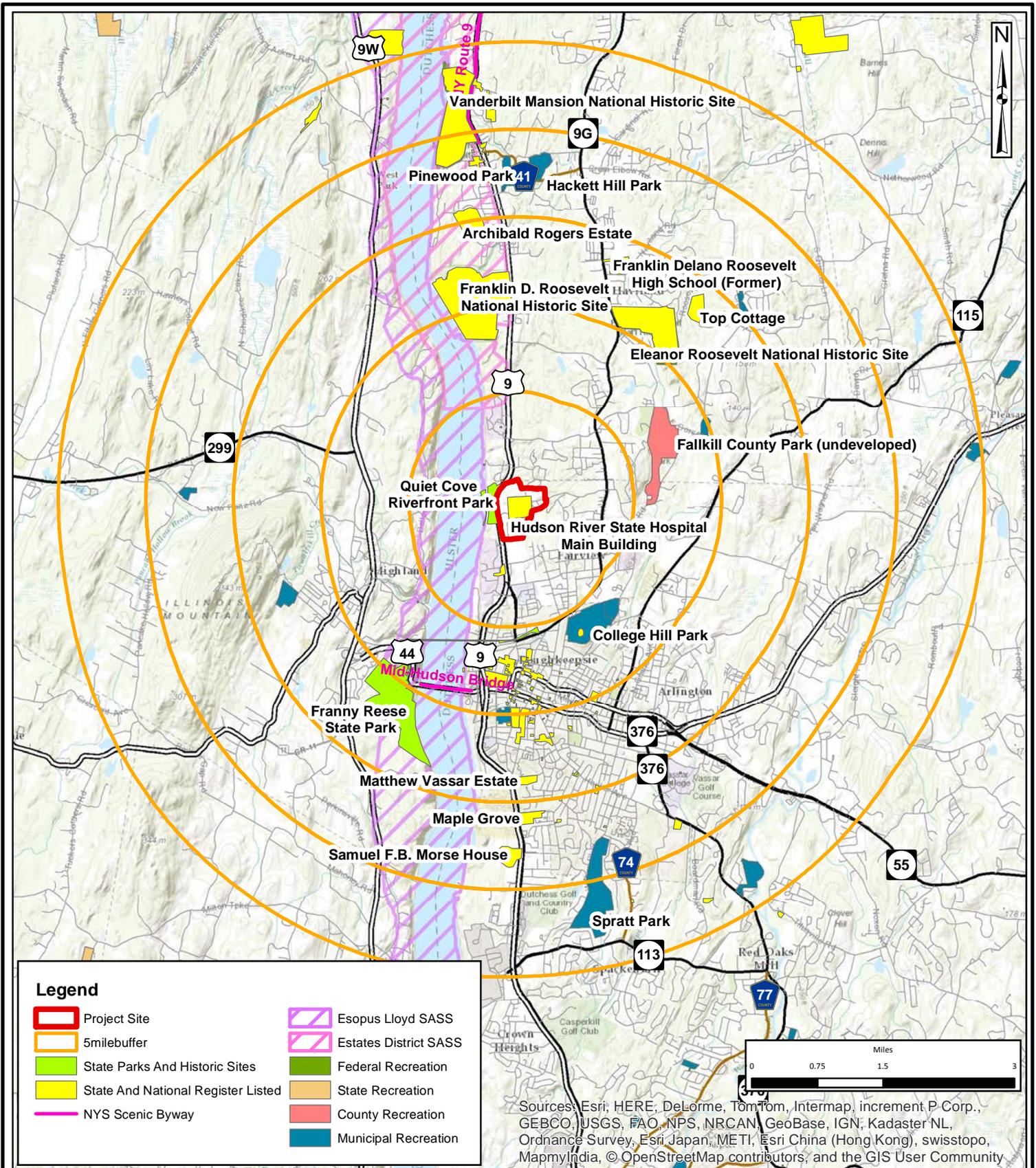
Drawn:	GHM
Date:	05/13/2015
Scale:	1 inch=750 feet
Project:	81402.00
Figure:	3

[print page] [close window]

Please set your printer orientation to "Landscape".

NYSDEC Environmental Resource Map





Dutchess County Office:
21 Fox Street, Poughkeepsie, NY 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street, Troy, NY 12180
Phone: (518) 273-0055

North Country Office:
375 Bay Road, Queensbury, NY 12804
Phone: (518) 812-0513

Hudson Heritage Park

Scenic and Aesthetic Resources Map

Town of Poughkeepsie - Dutchess County, New York

Drawn:	GHM
Date:	05/13/2015
Scale:	1 inch=1.5 miles
Project:	81402.00
Figure:	5

APPENDIX B Zoning Petition

TOWN BOARD: TOWN OF POUGHKEEPSIE
COUNTY OF DUTCHESS: STATE OF NEW YORK

-----X

In the Matter of the Application of

EFG/DRA HERITAGE, LLC

PETITION

for amendments to Section 210-30 of the Zoning Law of the Town of Poughkeepsie (i) modifying the regulations of the Historic Revitalization Development District, affecting real property owned by Petitioner and designated on the Tax Assessment Map of the Town as Section 6163, Block 3, Lot 011149.

-----X

EFG/DRA Heritage, LLC (“Petitioner”), by its attorneys DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, and Teahan & Constantino LLP, hereby petitions the Town Board of the Town of Poughkeepsie (the “Town”) pursuant to New York Town Law Sections 264 and 265 and Article XIV of the Zoning Law of the Town of Poughkeepsie (Chapter 210 of the Code of the Town of Poughkeepsie) (the “Zoning Law”), as follows:

THE PETITIONER

1. Petitioner is limited liability company duly organized and existing under the laws of the State of New York, having its address at c/o DRA Heritage LLC, Development Manager, 47 River Road, Suite 200, Summit, New Jersey 07901. The principal members of Petitioner are companies affiliated with EnviroFinance Group, LLC (“EFG”), of Denver, Colorado, and Diversified Realty Advisors, LLC (“Diversified”), of Summit, New Jersey.

2. EFG is a premier land reuse and redevelopment company with a track record for successfully remediating and repositioning environmentally challenged properties for productive

reuse. EFG's projects span the United States, literally from Maine to Hawaii. EFG's history dates to 2001 when the company's predecessor began making secured loans to fund the acquisition, remediation and redevelopment of brownfields in California. In 2006, the company's predecessor formed EFG to expand its lending business nationwide. The company was repositioned from lender to developer in 2011 to benefit from new commercial real estate opportunities created by the 2007 – 2010 recession. Since 2012, EFG has participated in seven land reuse and redevelopment projects with total capital investments aggregating \$159 million.

Some of EFG's projects include:

- Crossroads Commerce Park, Denver, Colorado: Crossroads Commerce Park is the redevelopment of a former 77-acre metal smelting plant into a modern business park of 750,000 to 1,000,000 square feet of new commercial development.
- Saint Anthony's Central Campus, Denver, Colorado: This former hospital campus is being redeveloped as a mixed-use residential (apartments and single-family residences) and commercial community, with a cinema complex and high quality retail and neighborhood services.
- 615 River Road, Edgewater, New Jersey: Approximately 15 acres on the Hudson River, overlooking Manhattan. Future plans are to return this premium waterfront location, which has been unavailable for more than a century, to its best use (likely for residential, commercial and recreation uses).

EFG is acutely aware of the opportunity to make a difference in the communities in which its projects are located and takes a proactive approach to working with local communities on each of its projects, with the goal of developing a shared vision for planned reuse and economic development that ensures a successful project for all stakeholders. EFG has created an

organization and a culture which incorporates environmental considerations into every aspect of the redevelopment process. EFG's in-house specialists in geology, geochemistry and environmental engineering are active team members in every aspect of each project from business development through construction and project exit.

3. Diversified is a full service real estate development firm with core strengths in residential and commercial development and construction. Diversified's fully integrated team is involved in all real estate services, including those related to acquisitions, architectural and engineering design, construction, entitlements, leasing, sales, management and the strategic repositioning of distressed properties. The founding partners have over 50 years of combined experience in residential and commercial development in the Northeast, having constructed over 10,000 residential units across five states, and possess intimate local market knowledge and a vast network of relationships with real estate professionals, property owners and civic and community leaders. Diversified's existing portfolio and acquisition/development pipeline includes the operation and development of over 5,000 residential units and 600,000 square feet of commercial space across New York, New Jersey, and Pennsylvania, including the following projects:

- General Motors Redevelopment – Sleepy Hollow, New York: Diversified, in a joint venture with SunCal, was selected by General Motors as the redeveloper of an approximately 96 acre waterfront site on the Hudson River, known as “Lighthouse Landing.” The Village of Sleepy Hollow approved the Lighthouse Landing Riverfront Development Concept Plan for a master-planned, mixed-use community with 1,177 residential units, 135,000 square feet of retail space including a 25,000 square foot urban market and an 18,000 square-foot cinema, a 140 room hotel and 35,000 square feet of

office space. In addition, there will be 45 acres of open public space, including an approximately 16 acre waterfront park and an approximately 3 acre “Central Park” green.

- River Ridge - Hyde Park, New York: Diversified is developing a 162 unit townhouse community on 66 acres in close proximity to the Roosevelt and Vanderbilt estates and featuring dramatic Hudson River views.
- Summit Terrace, New Windsor, New York: Summit Terrace is a 270 unit rental community on 20 acres in Orange County, New York.
- Summit Lane – Town of Newburgh, New York: Summit Lane is a 160 unit rental community in 12 buildings on a 27 acre site at the intersection of Interstates 87 and 84 in the Town of Newburgh, New York.
- Meadow Hill – Town of Newburgh, New York: Diversified recently closed on an approximately 18 acre residential parcel in Newburgh and will be building a 161 unit rental community.
- Lower Broadway Redevelopment, Long Branch, New Jersey: Diversified owns a 10 acre redevelopment site planned for approximately 750 units of different types of multifamily housing along with 115,000 square feet of retail space.
- Summit Ridge Apartments - Allentown, Pennsylvania: Diversified completed 200 market-rate apartments in 2014.
- 400 Clermont Terrace, Union, New Jersey: 400 Clermont Terrace is a 270 unit transit oriented development project on a 15 acre brownfields site.

THE PROPERTY

4. Petitioner is the owner of the approximately 156.19 acre property which was formerly the campus of the State owned Hudson River Psychiatric Center (Hudson River State Hospital), and which is designated on the Tax Assessment Map of the Town as Section 6163, Block 3, Lot 011149 (the “Property”). Petitioner acquired the Property in November, 2013.

5. The Property is at the northern edge of the Town bordering the Town of Hyde Park, and is bounded on the west by U.S. Route 9. Winslow Gate Road connects the southwest section of the Property to Route 9. Hudson View Drive and Paint Shop Road extend eastward through the Property, connecting to West Cottage Road, which provides an outlet to N.Y. Route 9G.

6. The Property is in the Historic Revitalization Development District (“HRDD”) of the Town, and the Hyde Park School District, Fairview Fire District, Poughkeepsie Town Wide Water District, and Fourth Ward Improvement Area Sewer District.

7. The Property is occupied by the buildings and supporting facilities of the former State owned Hudson River Psychiatric Center, which closed in 2003. Certain buildings are listed as a National Historic Landmark and other buildings are included in a State Historic District. Twenty-three (23) of the 55 existing buildings and associated landscape features are in the State Historic District. The “Kirkbride” Administration Building and its surroundings, including the “Great Lawn,” is listed as a National Historic Landmark. The remaining 31 structures not included in the State Historic District or National Historic Landmark area lack either sufficient age or integrity to be eligible for the State or National Register.

8. After having been dormant for more than 30 years, all of the structures on the Property are in deteriorating condition. Almost all have suffered casualties, and some are nearing a state of collapse.

THE PROPOSED PROJECT

9. The Petitioner engaged Looney Ricks Kiss, one of the most respected full-service architectural, planning, environmental and interior design firms in the United States, to master plan the redevelopment of the Property. As shown on the conceptual plan attached as **Exhibit A** to this Petition, “Hudson Heritage” (the “Project”) would be a “walkable” community consisting of 750 residences (a combination of apartments, townhomes, and a potential site for a limited number of detached single-family homes) in the northern portion of the Property, the adaptive re-use of the approximately 80,000 square-foot main wing of the Administration Building as a hotel with related amenities, and 350,000 square feet of commercial/retail space in the southern portion of the Property.

10. The Project includes approximately 72 acres, or approximately 46% of the land area, of open space, exclusive of neighborhood open space/recreational areas within residential development areas, of which approximately 20 acres would be left in a natural state.

11. In addition to the adaptive re-use of the main wing of the Administration Building, Petitioner is considering re-use of the Library (approximately 2,000 square feet), the Amusement Hall (approximately 8,300 square feet) and the Chapel (approximately 2,600 square feet) as community-serving amenity spaces. Due to years of neglect, vandalism, fire and other casualties, approximately 1.4 million square feet of the 1.5 million square feet of total building area on the Property would be demolished, including the irreparably damaged north and south wings of the Administration Building, leaving 4 of the 55 existing buildings as candidates for rehabilitation and re-use.

12. The Project is described in more detail in the Development Master Plan Application dated June 4, 2015, and prepared by The Chazen Companies, which accompanies this Petition.

THE PROPOSED AMENDMENTS TO THE ZONING LAW

13. The HRDD was created to facilitate the redevelopment of the Property as envisioned by the Town Plan adopted in September, 2007. The proposed Project uses, and density of residential and commercial development, are permitted under the current regulations of the HRDD¹.

14. Notwithstanding this, Petitioner believes that successful redevelopment of the Property would be facilitated by certain amendments to the HRDD regulations intended to better tailor some of the regulations to current marketplace factors, and to clarify other regulations and requirements. Consequently, Petitioner respectfully requests that the Town Board adopt the proposed amendment to Chapter 230 of the Zoning Law set forth in **Exhibit B** to this Petition.

APPLICATION FOR DEVELOPMENT MASTER PLAN APPROVAL; COMPLIANCE WITH THE STATE ENVIRONMENTAL QUALITY REVIEW ACT

15. This Petition is submitted in conjunction with a corresponding application (the “Application”) for approval by the Town Board of a proposed “Development Master Plan” for the Project. Under the State Environmental Quality Review Act and the regulations promulgated thereunder (“SEQRA”), the Project and the actions directly and indirectly proposed by this Petition and the Application are classified as “Type I.” A full Environmental Assessment Form for the Project and all related actions has been prepared by The Chazen Companies and is attached as “Appendix A” to the Application.

¹ Under Zoning Law Section 210-30.D, residential density between 550 and 750 units, and commercial density exceeding 350,000 square feet, is permitted in the discretion of the Town Board.

16. The Petitioner requests that at its meeting on June 17, 2015, the Town Board declare its intent to serve as lead agency for review of the Project under SEQRA, and authorize the circulation of notice of intent to all potentially involved and interested agencies.

WHEREFORE, the Petitioner respectfully requests that the Town Board grant this Petition and amend the Zoning Law as set forth herein.

Dated: White Plains, New York

June 4, 2015

Respectfully submitted,

Peter J. Wise, Esq.
**DELBELLO DONNELLAN WEINGARTEN
WISE & WIEDERKEHR, LLP**
Attorneys for Petitioner
One North Lexington Avenue
White Plains, New York 10601
(914) 681-0200

Richard I. Cantor, Esq.
TEAHAN & CONSTANTINO LLP
Attorneys for Petitioner
2780 South Road, P.O. Box 1969
Poughkeepsie, New York 12601
(845) 452-1834

APPENDIX C

Zoning Amendments

SCHEDULE B

Chapter 210. ZONING

Article V. Town Center District Regulations

§ 210-30. Historic Revitalization Development (HRDD) District.

- A. District purpose. This district applies to the former New York State Psychiatric Center on Route 9 in the Fairview section of the Town near the boundary with the Town of Hyde Park. Until such time as an application for a master development plan has been approved by the Town Board as set forth in this section, no permits for the use of the property, or for construction, reconstruction, or site work, shall be issued, except as set forth in Subdivisions C and D following. This district serves the following specific purposes:
- (1) Promote the preservation and adaptive reuse of landmark structures in historic districts and historically significant open spaces where feasible.
 - (2) Promote the preservation of open space by clustering of dwellings units and concentrating mixed development within a "new urban" design plan, an integrated design plan creating residential areas and accessible neighborhood commercial centers and recreational spaces.
 - (3) Promote a mix of commercial and residential uses within a planned community environment where building bulk and architecture, as well as the location of use types, complement each other and harmonize with open spaces and the surrounding landscape.
 - (4) Promote pedestrian activity through a safe and walkable environment and establish, where appropriate, sidewalk connections to adjacent residential neighborhoods, an integrated circulation network of streets, sidewalks and other pathways linking the residential, commercial and recreational areas in the HRDD.
- B. Permitted uses within a national landmark building and contributing area, and designated or eligible federal historic districts the HRDD District shall be as follows, with the type, size, height and location of all uses subject to approval of a development master plan Development Master Plan by the Town Board, and site plan review and approval by the Planning Board:
- (1) Art galleries, workshops or retail shops associated with arts, crafts or fine arts.
 - (2) Artists' live-work facilities.
 - (3) Bars, taverns.
 - (4) Building materials sales and storage (screened) subject to Section 210-59 of this Chapter.
 - (5) Business parks, subject to § 210-60 of this Chapter.
 - (6) Clinics.
 - (7) Health clubs; indoor recreation facilities; outdoor recreation facilities subject to Sections 210-97 and 210-98 of this Chapter.
 - (8) Hotels, motels, conference centers, banquet facilities, inns, bed and breakfast establishments subject to Sections 210-55, 210-75 and 210-77 of this Chapter.

(9) Laundromats, dry cleaners.

(10) Libraries.

(11) Nurseries, greenhouses and vegetable stands.

(12) Offices, including professional and medical offices.

(13) Personal service businesses.

(14) Public or semipublic uses such as live theaters, concert halls, museums or meeting rooms suitable for social, civic, cultural or educational activities.

(15) Places of religious worship subject to Section 210-95 of this Chapter.

(16) Residential housing, which may be owner-occupied, provided for rental, or a combination thereof, and, if provided for sale, to be owned in fee simple, condominium, or cooperative ownership, which housing may include any of the following, or any combination thereof:

(a) Dwellings, single-family.

(b) Dwellings, two-family.

(c) Dwellings, multiple-family.

(d) Flats, studios, and residential apartment units located in multiple-family dwellings, or in mixed-use buildings.

(e) Combination building: a building containing a combination of two or more dwelling unit types, which may include any of the following: single-family attached, flats, or two-story apartments, any of which may be arranged beside, above, or under other unit types.

(f) Mixed-use building: a building that combines one or more dwelling unit types, which may include, without limitation, single-family attached, flats, or two-story apartments, any or which may be arranged beside, above, or under each other or in combination with other, nonresidential, uses, including, without limitation, residential flats or townhouses over or within buildings partially devoted to retail, commercial, small-scale light industrial, or other nonresidential use, as regulated herein.

~~(6) Hotels, motels, conference centers, banquet facilities, inns, bed & breakfast establishments.~~

~~(7) Libraries.~~

~~(8) Mixed-use buildings, containing combinations of two or more of the residential, commercial and small-scale light industrial uses permitted in the HRDD.~~

~~(9) Offices, business offices, professional offices.~~

~~(10) Personal service businesses, no drive in or drive through.~~

~~(11) Public or semipublic uses such as live theaters, concert halls, arts cinemas (not exceeding 400 seats), museums or meeting rooms suitable for social, civic, cultural or educational activities; places of religious worship.~~

~~(12) Restaurants, no drive in or drive through.~~

~~(13) Retail uses.~~

(17) Restaurants subject to the provisions of §210-101 and 102 of this Chapter, as well as such other conditions the Town Board may impose.

(18) Retail businesses, including banks, bakeries, delicatessens and other retail businesses providing goods and services primarily to the immediate neighborhood,~~including bakeries, banks, delicatessens, and personal services, no drive in or drive through.~~

~~(14)~~(19) School-age child or elderly day-care facilities, subject to § 210-65 of this Chapter.

~~(15)~~(20) Schools, nursery schools.

~~(16)~~(21) Service businesses,~~no drive in or drive through.~~

~~(17) Solely within buildings existing on the date of adoption of this chapter, and not exceeding a footprint of 25,000 square feet, or a total floor area of 50,000 square feet, the following small-scale light industrial uses, provided that no permanent outdoor storage shall be permitted, as determined by the Town Board, and appropriate screening is provided:~~

~~(a) Cabinet or woodworking shops or similar crafting work with metal, stone, textile, clothes or ceramics, as approved by the Town Board.~~

~~(b) Nonprocessing storage facilities.~~

~~(c) Printing and publishing.~~

~~(18)~~(22) Supermarkets.

(23) Movie theaters.

(24) Light industrial uses.

(25) Mixed-use buildings containing two or more permitted residential and commercial uses.

(26) Other uses as approved by the Town Board as part of a ~~development master plan.~~ Development Master Plan.

~~C. Permitted uses in areas of the HRDD outside the national landmark building and contributing area, and designated or eligible state and/or federal historic district shall be as follows, subject to approval of a development master plan by the Town Board and site plan review and approval by the Planning Board:~~

~~(1) All uses specified in Subsection B above, as provided therein.~~

~~(2) Building materials sales and storage (screened).~~

~~(3) Business parks, subject to § 210-60.~~

~~(4) Catalog showrooms, clothing stores.~~

~~(5) Clinics.~~

~~(6) Restaurants.~~

~~(7) Supermarkets.~~

~~(8) Laundromats, dry cleaners.~~

~~(9) Nurseries, greenhouses and vegetable stands.~~

~~(10) Personal service businesses.~~

~~(11) Retail businesses.~~

~~(12) Service businesses.~~

~~(13) Theaters.~~

~~(14) Small scale light industrial uses as approved by the Town Board as part of a development master plan, having a similar impact to those allowed in Subsection C above, provided that: (1) no individual building housing such a use has a footprint greater than 25,000 square feet, and (2) that the maximum floor area per said building does not exceed 50,000 square feet; and (3) no permanent outdoor storage shall be permitted, as determined by the Town Board, and appropriate screening is provided.~~

~~(15)(27) Accessory uses as approved by the Town Board as part of a development master plan.~~
Development Master Plan.

~~D.-C.~~ Development master plan required. Due to the unique nature of redevelopment of the HRDD property, except as set forth in this Subsection C, there are no minimum or maximum height, area and bulk requirements have been applied through this chapter in the HRDD. As a result, no application for site plan, special use permit, subdivision, or variance approval for any development project in the HRDD shall be reviewed or approved until a development master plan has been approved by the Town Board in accordance with the procedures set forth herein and in § 210-66 of this chapter. In addition, with the exception of repairs and ordinary building maintenance, subject to obtaining permits for such work, and with the further exception of demolition as permitted or authorized pursuant to the Town Code, no building permit or certificate of occupancy shall be issued for any development project in the HRDD until a development master plan Development Master Plan has been approved by the Town Board in accordance with the procedures set forth herein and in § 210-66 of this chapter.

(1) Maximum residential density. The maximum residential density shall be 750 residential units.

~~(a) Except as provided for under the bonus incentive provisions below, no more than 300 residential units shall be 750 residential units permitted within the HRDD property.~~

~~(b) As an incentive to facilitate and enhance the preservation and protection of open space and existing historic structures, an additional 150 residential units shall be permitted within the HRDD property, provided:~~

~~[1] The approved master development plan preserves as permanent open space that portion of the HRDD property known as the "great lawn" consisting of approximately 18 acres of contiguous open space located generally to the west of the main historic building complex; and~~

~~[2] The approved master development plan preserves for adaptive reuse the remaining portion of the national landmark building consisting of ±269,099 square feet.~~

~~(c) As an incentive to provide greater nonretail commercial square footage within the property, an additional 100 residential units shall be permitted within the HRDD property, provided:~~

~~[1] The approved master development plan provides for the construction of a minimum of 100,000 square feet of office space.~~

- ~~(d) Under no circumstances shall more than 750 residential units be permitted within the HRDD property. Approval for any residential units beyond 550 shall be at the sole discretion of the Town Board after consideration of the Planning Board's recommendation.~~
- ~~(e) The preservation and adaptive reuse of the historic structure and provision of the minimum square footage for office space shall be phased in accordance with a phasing plan approved by the Town Board.~~
- (2) Maximum nonresidential development density. The maximum nonresidential development density shall be 350,000 square feet. In the event that the 80,000 square foot "Main /Administrative Building" is adaptively reused as a hotel, this maximum nonresidential development density may be increased to 430,000 square feet solely to accommodate such reuse. Approval for any nonresidential density beyond ~~350~~430,000 square feet shall be at the sole discretion of the Town Board as part of the Development Master Plan after consideration of the Planning Board's recommendation.
- (3) Area and bulk requirements. Area and bulk requirements for both residential and nonresidential uses (principal and accessory), including minimum lot area, minimum yards, minimum setbacks, building height, and other bulk and lot standards such as buffers, shall be determined and approved by the Town Board in its sole discretion as part of the Development Master Plan after consideration of the Planning Board's recommendation.
- (4) In considering the ~~master development plan~~Development Master Plan application, the Town Board shall determine whether the application ~~meets~~is consistent with the criteria purposes of the HRDD set forth in Subsection A above, as well as the design standards for approval of a ~~development master plan and shall also~~Development Master Plan set forth in Subsection D below. The Town Board shall establish any conditions of approval. ~~The Town Board shall also establish its~~ consistent with the purposes of the HRDD and design standards, including requirements with respect to land use intensity and/or dwelling unit density, building height, lot and bulk standards, signage standards, and the land uses that will be permitted, including any accessory uses. ~~In considering the application, the Town Board shall determine whether the application meets the criteria for approval of a development master plan and shall also establish any conditions of approval.~~ ConditionsSuch conditions of approval may include, without limitation:
- (a) Restrictions on the quantity, type and location of each permitted land use; as well as the size and height of the building in which any use will be located;
- (b) Responsibility for implementation of on-site and off-site infrastructure improvements demonstrated as necessary to service the masterplanned development~~plan project~~;
- (c) Provisions for the permanent preservation, and maintenance of required open spaces and buildings or sites of significant historical and/or archaeological value;
- (d) The establishment of standards, including design, performance and/or bulk standards, as determined appropriate by the Town Board, to govern the future approval by the Planning Board of detailed subdivisions and/or site plans ~~for~~

~~individual sections of the proposed development by the Planning Board; as set forth in Subsection C (7) below;~~

- (e) Requirements related to the phasing, timing and/or sequencing of the proposed development and related improvements; and
 - (f) Any other items relating to the health, safety and general welfare of the public.
- (5) ~~Pursuant to~~ To facilitate the approval ~~or conditional approval~~ of a ~~development master plan~~ Development Master Plan, the Town Board may enter into a development agreement ~~or memorandum of understanding~~ with the applicant. The purpose of such development agreement ~~or memorandum of understanding~~ shall be to establish, in writing and for the benefit of both parties, the specific parameters of the approval which ~~has been~~ may be granted by the Town Board ~~and upon which the applicant may rely in proceeding to arrange the financing and construction of the planned development~~, including any public improvements and/or land dedications required in connection therewith, ~~and which the applicant may use to plan the financing and construction of the planned development.~~
- (6) The Town Board and the Planning Board may conduct joint meetings to facilitate Development Master Plan review.
- (7) Development master plan and site plan review required. The applicant shall submit a conceptual development master plan for the HRDD tract, which shall be reviewed and approved by the Town Board in accordance with Section 210-66 of this Chapter, and refined during the review process, and which shall upon approval be the Development Master Plan for the HRDD tract. After Town Board approval of the Development Master Plan, the planned development may be divided for purposes of, among other things, sale, leasing and other transfers, mortgaging, and financing, into separate development sites that contain any one or more of the approved uses, and each such development site may be the subject of individual site plan review and approval by the Planning Board, provided that: (i) all uses shall only be developed in accordance with any phasing plan approved by the Town Board as part of a development master plan; and (ii) prior to commencing construction of any development site or phase of the development, all demolition required to perform the development of such site or phase must be completed, and all State designated landfills on the portion of the land to be developed shall be closed, and remediated in accordance with all applicable federal, state and local requirements. Any Development Master Plan approval shall include conditions requiring that the applicant provide assurances, where appropriate as determined by the Town and the applicant in any applicable agreements, or other understandings, that demolition will be completed in a timely and complete manner. Each separate site plan shall conform to the site plan design standards set forth in Section 210-152 of this Chapter, except as provided in this Section 210-30. Prior to issuing any site plan approval(s), the Planning Board shall certify that the proposed site plan conforms to all conditions placed on the development master plan by the Town Board. The area, bulk and other dimensional requirements of the of the HRDD set forth in this Section 210-30 and established by the Town Board as part of the approved Development Master Plan shall apply to the entire land area of the HRDD tract as a whole, whether or not the HRDD tract is or will remain in one ownership, and shall not apply to individual or subdivided development sites and parcels.

D. Design standards for the HRD District shall be as follows:

(1) Comprehensive design. The HRD District allows flexibility to encourage innovative site planning and design. The planning process shall begin with an overall conceptual development ~~plan (i.e., the development master plan)~~ for the entire HRDD tract. This conceptual development master plan will address overall design, appropriate treatment for various land uses, and plans for ingress, egress, internal traffic circulation and utility service- consistent with the purposes of the HRDD set forth in Subsection A above. With respect to each building proposed in the conceptual development master plan, the applicant shall set forth the proposed use or uses of such building designated in terms of one or more of the use categories permitted in Subsection B above. Where portions of the proposed development are located in different geographic or topographic areas, the conceptual development master plan shall describe ~~the ranges of uses in each distinct area, and~~ how such areas will be separated or connected, as the case may be. ~~After approval of the conceptual development plan, the redevelopment of the HRD District may be divided into HRDD sections that contain various land use elements (e.g., commercial, residential, small-scale light industrial, etc.), and each HRDD section will be the subject of individual site plans and review.~~

(2) Design standards applicable to all buildings and uses.

~~(a) Uses proposed~~In addition to the design standards for ~~property abutting land developed for or zoned for residential use shall include a one hundred foot setback from the adjoining district. The setback shall be landscaped to a depth of not less than 25 feet in a location as approved by the Town Board. The landscaping shall consist of a mixture of evergreen and deciduous plantings. In approving a development master plan, plans set forth in Section 210-66 of this Chapter, the following standards shall apply to all buildings and uses in the ~~Town Board shall use its discretion to establish appropriate landscape buffer setbacks for redevelopment projects involving the adaptive reuse or the redevelopment of existing structures and previously disturbed land areas. HRDD.~~~~

(a) Area and bulk requirements, including buffers, shall be as determined as set forth in Subsection C(3) set forth above.

(b) Architectural elements shall be used to provide visual interest and promote integration of design elements.

(c) Groups of related buildings shall be designed to present a visually attractive appearance in terms of combination and juxtaposition of architectural style and massing of buildings.

(d) Shared parking facilities are encouraged where feasible. The Planning Board shall ensure that appropriate cross-easements for use and ingress and egress to shared parking facilities are filed with the County Clerk as part of development plan approval. Where appropriate, the Planning Board may allow on-street parking, provided the street width is adequate to safely accommodate on-street parking.

(e) Building façade lines shall be varied to the extent practical to provide an interesting interplay of buildings and open spaces.

(f) The layout of residential areas shall create neighborhoods areas of appropriate scale and design, providing entrance features, landscaping, pedestrian and vehicular circulation suitable to the type of housing provided-, as well as any

appropriate linkages to the commercial and recreational uses within the HRDD.

The Town Board shall find that the size, height and massing of any building, the number of residential units in each building and neighborhood area grouping of buildings is appropriate. The use of a mix of residential building and housing types is encouraged.

- (g) New buildings shall be designed with consideration of ~~their appearance from vantage points both within and outside of the HRD District. Form~~form, scale and massing of new all adjacent buildings ~~shall not overpower the national landmark building or any other contributing building in the HRDD to ensure that the architecture and scale of all buildings harmonize with the integrated planned development and its surrounding landscape.~~
- (h) Residential ~~neighborhoods and commercial/retail areas~~ shall include pedestrian circulation and appropriate connection to the other elements of the HRDD, including ~~the shopping, commercial and recreation, and other support services that serve the residential component. uses.~~ Such a circulation system may include paved or unpaved walkways and bikeways of appropriate width to serve their intended function.
- (i) Appurtenances on buildings and auxiliary structures, such as mechanical equipment, water towers, carports, garages or storage buildings, shall receive architectural treatment consistent with that of principal buildings.
- (j) The Planning Board shall conduct an architectural review as part of site plan review.

F.E. Additional design standards for national landmark buildings and contributing buildings and the historic Olmstead/Vaux landscape.

- (1) The portion of the development master plan, which covers the national landmark building and its contributing area, or any designated or eligible state and/or federal historic districts, including any new construction therein, should ~~follow traditional patterns of development, with prominent~~include provisions for pedestrian activity, which may include village squares, sidewalks, and other walking paths and alleyways. The development master plan shall provide development that is sensitive to the national landmark building and contributing area as well as any designated or eligible state and/or federal historic districts.
- (2) The applicant shall prepare and submit to the Planning Board, for approval as part of site plan review for any proposed development at or adjacent to the appropriate section national landmarked building and its contributing area, or any designated or eligible state and/or federal historic districts, proposed design guidelines specifications for architectural design elements, including scale, height, massing, architectural details, materials, and color for any aspects of the buildings visible from public streets, paths, or parks. Design guidelines shall also be submitted to cover address landscape layout, location, and plant materials, and street and landscape lighting. The guidelines may provide for flexibility of standards in individual cases that do not impair the implementation of the overall design concept. The Planning Board may also require that the design guidelines address specified bulk, location, or parking design elements relating to the development. The Planning Board may require that any required design guidelines be ~~referred to as part of the~~ recorded in homeowners' association (HOA) or condominium documents.

(3) The applicant shall demonstrate to the Planning Board that the State Historic Preservation Officer (SHPO) and, where applicable, the National Park Service (NPS) have been consulted regarding any proposed exterior alteration of the landmark building or a contributing building, ~~and regarding design guidelines for infill development in the eligible national register district, or landscape.~~

~~(4) Site plan criteria. The site plan for a HRDD project shall conform to the site plan design standards as set forth in § 210-152 of this chapter.~~

~~(5)~~(4) Nothing herein shall be construed as to prevent the issuance of a building permit for repair of a building or structure so long as such repair is reviewed and approved by the Town of Poughkeepsie Building Department in advance of initiating any such work and does not result in the expansion of said building or structure, and the repair is necessary to prevent the deterioration of the building or structure or to prevent or remove an unsafe condition.

APPENDIX D

Development Agreement

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE TOWN OF POUGHKEEPSIE AND
EFG/DRA HERITAGE, LLC
DATED AS OF JUNE , 2015**

LIST OF SCHEDULES

- Schedule A Conceptual Plan
- Schedule B Proposed Zoning Text Amendment
- Schedule C Demolition Application Requirement Form
- Schedule D Escrow Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) dated as of June , 2015, is by and between the **TOWN OF POUGHKEEPSIE**, a New York municipal corporation with Offices at 1 Overocker Road, Poughkeepsie, New York (“**Town**”) and **EFG/DRA Heritage, LLC c/o DRA Heritage LLC**, Development Manager, 47 River Road, Suite 200, Summit, New Jersey 07901 (“**Redeveloper**,” and collectively with the Town, the “**Parties**”).

RECITALS

WHEREAS, the Redeveloper has purchased the approximately 156 acre property located within the Town in the HRDD Zoning District formerly known as the Hudson River Psychiatric Center (“**HRDD Site**”), with the intent of redeveloping the HRDD Site with the residential, commercial, and recreational uses described in Section 1.1 of this Agreement (the “**Project**”); and

WHEREAS, the Town desires to facilitate the adaptive reuse and redevelopment of the HRDD Site in accordance with an integrated design plan creating residential areas, accessible neighborhood commercial centers and recreational spaces; and

WHEREAS, the Redeveloper has prepared a comprehensive conceptual plan in accordance with Section 210-30.C of the Town Zoning Code, entitled Concept Plan – Hudson Heritage, prepared by LRK, Inc., and dated April 28, 2015 and May 4, 2015, annexed hereto as Schedule “A” (“**Conceptual Plan**”), illustrating conceptually the Applicant’s proposed development of the HRDD Site; and

WHEREAS, the Redeveloper has also proposed certain amendments to the Town Zoning Code with respect to the regulations of the HRDD District, which are annexed hereto as Schedule “B” (“**Zoning Text Amendment**”); and

WHEREAS, the Town Board of the Town of Poughkeepsie (“**Town Board**”) has reviewed the Conceptual Plan and Zoning Text Amendment; and

WHEREAS, the Town Board preliminarily endorses the Conceptual Plan and the Zoning Text Amendment as presenting a suitable: (i) land use planning vision for the Project and redevelopment of the HRDD Site; and (ii) basis for a Development Master Plan (as hereinafter defined) for the HRDD Site; and

WHEREAS, the parties agree and acknowledge that, although by this Agreement the Parties covenant in good faith to diligently and reasonably perform their obligations hereunder, including review by the Town Board of the Conceptual Plan and the Zoning Text Amendment, the Town cannot commit to any particular outcome regarding the Project, or future related proposed projects, under the State Environmental Quality Review Act and the regulations promulgated thereunder (“**SEQRA**”) or any other laws or regulations governing review by the Town of the Project, and that the covenants, conditions and agreements set forth herein are subject to and conditioned upon compliance with each of the findings and determinations to be

made thereunder; and

WHEREAS, the Redeveloper and the Town are entering into this Agreement in order to set forth certain understandings between them with respect to: (i) commencing environmental review under SEQRA; (ii) undertaking the review of the Conceptual Plan, Zoning Text Amendment and all other elements of the Project pursuant to the Town Zoning Code, and all other applicable laws and regulations; (iii) certain parameters of design flexibility intended to achieve the Town’s development goals for the HRDD Site; and (iv) the Redeveloper’s pursuit of the Project in a timely and comprehensive manner; and

WHEREAS, in furtherance of the above, the Town Board has on this date approved this Agreement for execution by the Town Supervisor on behalf of the Town; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree, as follows:

ARTICLE I

PROPOSED PROJECT

1.1 The Project. The Project is shown on the Conceptual Plan annexed hereto as Schedule “A.” The Town generally supports the Conceptual Plan, which consists of the following: (i) residential dwelling units providing a diverse range of housing styles and densities, potentially including luxury townhouses, single-family homes, duplexes, apartments, lofts, and student housing, all of which would offer housing choices that satisfy the needs of residents at different stages in life and increasingly diverse household types (e.g., students, young families, professionals, and retirees) of a general quality comparable with market rate developments in the area, such as Hudson Pointe in Poughkeepsie, N.Y., Warwick Grove in Warwick, N.Y., and Summit Lane in Newburgh, N.Y. (“**Residential Uses**”); (ii) commercial spaces consisting of a mix of retail, restaurant, and lodging uses along with public spaces, sidewalks and similar amenities (“**Commercial Uses**”); (iii) approximately seventy-two (72) total acres of open space and recreational amenities as described in Section 1.4 below; and (iv) in order to promote pedestrian activity throughout the HRDD Site, a circulation network of streets, sidewalks and pathways linking the Residential Uses to the Commercial Uses as well as the open space and recreational amenities. The Parties shall also assess during the public review process whether connections across Route 9 to permit access between the HRDD Site and Quiet Cove Park and/or other properties located on the west side of Route 9 are physically and economically feasible. The Redeveloper anticipates that the Project will be constructed in two principal phases generally consisting of the development of: (i) the southern portion of the HRDD Site, located between the southern property boundary of the Site and Hudson View Drive (“**Southern Phase**”); and (ii) the northern portion of the HRDD Site, located between Hudson View Drive and the northern property boundary of the HRDD Site (“**Northern Phase**”). As shown in the Conceptual Plan, the Southern Phase of the Project shall contain mostly Commercial Uses with more limited Residential Uses, as well as public space dispersed throughout, resulting in an integrated and open commercial center. The Parties shall assess during the public review process whether a direct connection will be provided between the uses on the Southern Phase and the

commercial property immediately adjacent to the south of the HRDD Site currently containing a Home Depot and other retail businesses. The Northern Phase of the Project shall contain the majority of the Residential Uses, along with open and active recreational spaces. The Northern Phase also includes the adaptive reuse of the historic “Main/Administration Building,” potentially as a hotel.

1.2 Development Master Plan Application. The Town agrees that the Conceptual Plan is a suitable basis for a “Development Master Plan” for the HRDD Site (a “**Development Master Plan**”). As soon as practicable, Redeveloper shall in accordance with Section 210-30.C and 210.66 of the Town Zoning Code and Article III below submit a formal application for approval of a Development Master Plan for the Project which is materially consistent with the Conceptual Plan. The application shall include plans having such level of detail as is reasonably necessary for the Town to commence review of the Project, including a conceptual site layout plan, and conceptual architectural drawings, as well as a conceptual construction phasing plan. The Parties acknowledge that the Development Master Plan and components of the Project may be modified during the review process based on environmental, planning, economic, and relevant considerations, including, but not limited to, potentially adding more public and green spaces in the Southern Phase. The Town’s approval with respect to any such changes to the Development Master Plan shall not be unreasonably withheld or delayed, provided, that such changes are consistent with the Town’s goals and vision for the redevelopment of the HRDD Site as articulated in Section A of the Zoning Text Amendment (Town Zoning Code Section 210-30(A), as proposed to be amended), and subject to any and all governmental reviews hereunder, including SEQRA review, and the related procedures set forth in Article III below.

1.3 General Design Parameters and Project Flexibility. The Parties acknowledge that market preferences and conditions, and other factors affecting Project composition and design, may change during the review of the Project, and that a certain degree of design flexibility is therefore needed to accommodate potential modifications to the Development Master Plan. The Parties hereby establish the parameters and thresholds listed below for the exercise of this design flexibility. Nothing herein shall be interpreted as a guarantee that the Town will approve a Project design with a program meeting the commercial square footage and residential density maximums set forth below, and the Town reserves its right to approve a Project design below said maximums based on the record prepared during the SEQRA and land use review process.

(a) General Design Guidelines.

- All architectural elements of the Project, including, but not limited to, building articulation and façade materials, landscaping, streetscapes, lighting and signage, shall facilitate a neighborhood design compatible with the overall historic character of the HRDD Site.
- The Residential and Commercial Uses of the Project shall incorporate “green” building components, including efficient

mechanical systems using current technology, bicycle racks and other sustainable building practices, rendering the Project eligible for certification under the LEED Green Building Rating System Standards appropriate for the subject uses.

(b) **Commercial Uses.**

- The total Nonresidential Floor Area (as such term is defined in the Town Zoning Code) of all Commercial Uses on the HRDD Site shall not exceed 430,000 square feet, inclusive of reusing the approximately 80,000 square foot “Main/Administration Building” in the Northern Phase for a commercial use, such as a hotel. In the event that the Main/Administration Building is not used for commercial purposes, then the total Nonresidential Floor Area of all Commercial Uses on the HRDD Site shall not exceed 350,000 square feet.
- No single building containing a Commercial Use shall consist of more than 165,000 square feet of Nonresidential Floor Area.

(c) **Residential Uses.**

- No more than 750 dwelling units shall be developed on the HRDD Site.
- Multi-family buildings shall be no higher than 4 stories and 50 feet.
- Other than single-family homes or student housing, no dwelling unit shall contain more than 3 bedrooms.
- A minimum of 10% of all dwelling units shall be designated for sale (as opposed to rental units).

1.4 Open Space and Recreational Amenities. The Project development program, as currently envisioned in the Conceptual Plan, includes approximately seventy-two (72) acres of open space (“**Project Open Space**”) to be maintained by the Redeveloper (or its successors and assigns, including, but not limited to, any homeowner’s associations and/or commercial property owner associations), and preserved in perpetuity through an appropriate recorded easement agreement. The Project Open Space shall include approximately twenty (20) acres of land left in a natural state for conservation or landscaped for scenic purposes. The Parties shall also evaluate during the review process whether the 18 acre “Great Lawn” area can feasibly accommodate concerts and other public uses. In addition, the Project development program, as currently envisioned in the Conceptual Plan, includes approximately fourteen hundred (1,400) linear feet of passive recreational trails, including a proposed connection to the Dutchess County Rail Trail (but only if such Trail becomes accessible from the HRDD Site), and

approximately seventy-two (72) acres of passive and active recreational space including land to be preserved in perpetuity through an appropriate recorded easement agreement (“**Project Recreational Space**”). The Parties shall determine during the review process whether the Project Recreational Space will be available for use by the general public. As part of the SEQRA review process, the Redeveloper shall also prepare an assessment of the present and anticipated future needs for parks, playgrounds and other active or passive recreational facilities in the Town based on projected population growth, including population attributed to the development of the proposed Residential Uses of the Project. Such assessment shall identify (i) the total acreage, location and use of all proposed Project Recreational Space that will be publicly accessible, (ii) the total acreage, location and use of all proposed Project Recreational Space that will be accessible only by occupants of the Residential Uses, and (iii) the acreage and location of all proposed Project Open Space. Pursuant to the Town Zoning Code, such assessment shall not consider any private yards within 100 feet of a principal structure to be Project Open Space. Such assessment shall be the basis upon which the Town Board shall determine whether the Project Recreational Space and Project Open Space are adequate in proportion to the impacts of the Project on the public recreational resources of the Town, and whether any fees in-lieu of recreation land and/or open space preservation are required under the Town Code and other applicable law.

1.5 Zoning Text Amendment. The Parties contemplate amending the regulations of the HRDD District in order to facilitate the Project. Concurrent with submittal of an application for Development Master Plan approval, the Redeveloper shall petition the Town to adopt the Zoning Text Amendment set forth in Schedule “B” annexed hereto. Pursuant to Article III below, the Zoning Petition (as defined herein) and Zoning Text Amendment shall be reviewed in conjunction with the Development Master Plan. The proposed adoption of the Zoning Text Amendment and approval of the Development Master Plan, and all related actions and land use approvals including site plan approval of the Project, shall comprise the “Action” to be reviewed by the Town under SEQRA.

1.6 Project Construction Phases. The Redeveloper shall submit to the Town a conceptual phasing plan setting forth the specific construction phases of the Project, which shall be subject to modification as a result of SEQRA review of the Project, and in response to economic and marketplace conditions and factors. Subject to the foregoing, the Redeveloper currently anticipates that: (i) the Southern Phase will be the first principal phase of the redevelopment; (ii) the site improvements associated with the Southern Phase would be completed within two (2) years of the issuance of the building permit(s) for the first building(s) to be constructed in that phase (the “**Building Permit Date**”), subject to any Unavoidable Delays (as defined herein); and (iii) the improvements in the Northern Phase would be completed within ten (10) years of the Building Permit Date, subject to any Unavoidable Delays. Redeveloper agrees that notwithstanding the actual phasing carried out during the construction of the Project, the HRDD Site and all buildings currently thereon (whether to be demolished or preserved) shall continue to be secured, and maintained in the same general condition existing as of the date of this Agreement, subject to continuing deterioration as a result of weather and other natural causes, casualty, and vandalism. Nothing herein shall preclude the Redeveloper from pursuing demolition and/or construction associated with the Northern Phase prior to, or simultaneous with, pursuing demolition and/or construction associated with the Southern Phase. The timeframes in

this Section 1.6, below, are aspirational in nature, and do not constitute a binding commitment by the Parties.

ARTICLE II

DEVELOPMENT ACTIONS AND RESPONSIBILITIES

2.1 Demolition and Remediation at the HRDD Site. The Parties acknowledge that there exist on the HRDD Site recognized environmental conditions requiring remediation (“**Remedial Work**”). It is in the interest of the Redeveloper, as well as in the interest of the Town in its charge to protect the public health, safety and welfare of the Town residents, to ensure that such Remedial Work is performed as soon as practicable in accordance with all applicable regulations and laws. To accomplish this objective, the Redeveloper may pursue the following procedures prior to, simultaneous with, or after pursuing Development Master Plan approval for the Project.

(a) **Remedial Work.** Prior to the issuance of the first permanent or temporary Certificate of Occupancy for a specific Project use or uses, the Redeveloper shall provide the Town Building Department (or an environmental consultant designated by the Town Director of Municipal Development) with reasonably sufficient proof in the form of Certificates of Completion, Letters of No Further Action, Spill Closure Reports and/or other formal documentation issued by the New York State Department of Environmental Conservation (or any other necessary agency), establishing that all Remedial Work required in conjunction with the construction of the specific use(s) for which the Certificate of Occupancy is being issued has been completed in accordance with all applicable federal, state and local requirements.

(b) **Demolition Applications.** The Redeveloper may demolish one or more of the existing buildings on the HRDD Site in one more phases of demolition (each a “**Demolition Phase**”). The Redeveloper acknowledges that it must obtain from the Town, a demolition permit for each specific Demolition Phase (a “**Demolition Permit**”), in addition to obtaining any other required approvals for such demolition from all relevant federal and state authorities. The Redeveloper shall submit applications for Demolition Permits to the Town Building Department in accordance with the Demolition Application Requirement Form annexed hereto as Schedule “C.” Each Demolition Permit application shall include, among other items: (i) a “Demolition Management Plan” identifying (a) each building the Redeveloper seeks to demolish (whether wholly or in part) in that specific Demolition Phase, (b) a phasing plan establishing the order in which the demolition of the buildings in that specific Demolition Phase shall occur, (c) the estimated duration of each Demolition Phase once commenced, and (d) the necessary erosion, stormwater control measures and other staging details for that specific Demolition Phase; and (ii) a storm water pollution prevention plan (“**SWPPP**”) for that specific Demolition Phase.¹ Nothing herein shall preclude the Redeveloper from submitting a consolidated Demolition Permit application seeking Demolition Permits for the entire HRDD Site prior to the issuance of the Town Determinations (as defined in Section 3.4). The Town

¹ In conjunction with the first application for a Demolition Permit, the Redeveloper may submit a “master demolition SWPPP,” which would be supplemented as each specific Demolition Phase is completed.

shall review Redeveloper's application(s) for a Demolition Permit (whether submitted in phases, or as a consolidated application, as the case may be) in an expeditious and good faith manner upon receipt. Within thirty (30) days after the Town Building Department determines that it has received all materials required in the Demolition Application Requirement Form and that the application is complete (a "**Complete Demolition Application**"), the Town Board may comment on the Complete Demolition Application if it so desires. Upon receipt of a Complete Demolition Application, and upon receiving comments from the Town Board, if any, and from New York State Historic Preservation Office ("**SHPO**"), as the case may be, the Town Building Department shall issue conditional Demolition Permits for each building identified in the Demolition Management Plan. The Demolition Permit shall contain certain conditions, including, among other items, that demolition of the subject building shall not commence unless and until the Redeveloper presents to the Town Building Inspector a certification from a duly licensed professional authorized to perform asbestos and lead abatement in New York State certifying that all lead and asbestos, if any, has been removed from said building in accordance with all federal and state law and regulations ("**Certificate of Abatement**"). Since the Redeveloper may pursue demolition of multiple buildings in multiple Demolition Phases, multiple Certificates of Abatement may be provided corresponding to all buildings in a particular Demolition Phase. To the extent necessary in order for Redeveloper to obtain Demolition Permits, the Town shall use reasonable, best efforts to support any applications, referrals or conferences the Redeveloper must pursue with SHPO and other state, regional and local agencies. The Town acknowledges that the issuance of a Demolition Permit is a ministerial act, and therefore a Type II action, for purposes of SEQRA, and that subject to the provisions of this Agreement, demolition may be performed by the Redeveloper before the Town Determinations are made.

(c) **Completion of Demolition.** Demolition of any building shall proceed diligently and continuously (subject to Unavoidable Delay) and be completed as soon as practicable after commencement. Completion of demolition shall be memorialized by the Town issuing a Certificate of Compliance after an inspection is conducted to confirm that demolition of the subject building(s) complied with the Demolition Management Plan in the Complete Demolition Application, and all applicable law, and after receipt by the Town of any certifications regarding said demolition from the Redeveloper as may be required by law. The Town shall perform diligently, and in good faith, all inspections of demolished buildings upon request from the Redeveloper. The Town shall not unreasonably withhold, condition, or delay the issuance of a Certificate of Compliance as provided herein.

(d) **Demolition in the Southern Phase and Northern Phase.** The Parties acknowledge that phasing of demolition shall be subject to modification as a result of SEQRA review of the Project, and in response to economic and marketplace conditions and factors, subject to the following conditions, which shall be incorporated into the Town Determinations, if applicable:

- (i) Redeveloper shall commence and subject to Unavoidable Delay complete demolition of all existing buildings in the Southern Phase as soon as practicable after the later of the dates that: (1) the Zoning Text Amendment is adopted by the Town and becomes "final; (2) Redeveloper

receives Development Master Plan approval for the Project and such approval becomes “final”; and (3) Developer receives subdivision approval for the Southern Phase, and such approval becomes “final.” No Certificates of Occupancy shall be issued for uses in the Southern Phase until the demolition in the Southern Phase is completed; and

(ii) The date that a Certificate of Occupancy is issued for the first 200,000 square feet of new Nonresidential Floor Area for Commercial Uses on the HRDD Site constructed by the Redeveloper shall be the “**Northern Phase Demolition Trigger Date**”. Thereafter, and subject to Unavoidable Delay, the following milestones shall apply:

(w) On the Northern Phase Demolition Trigger Date, Redeveloper shall provide to the Town, or cause its contractor(s) to provide to the Town, one or more customary performance bonds (the “**North and South Wings Demolition Bond**”) reasonably satisfactory to the Town (as to the form, sufficiency, manner of execution and surety) securing the abatement and demolition of the North and South Wings of the Main/Administrative Building (*i.e.*, the former ward buildings attached to the Main/Administrative Building extending to the north and south, hereafter referred to as the “**North and South Wings**”). The amount of the North and South Wings Demolition Bond shall be calculated based upon the contract cost for the abatement and demolition of the North and South Wings (such amount to be confirmed by the Town Engineer).

(x) As soon as practicable after the Northern Phase Demolition Trigger Date, Redeveloper shall provide the Certificates of Abatement for the North and South Wings (“**North and South Wings Certificates of Abatement**”).

(y) As soon as practicable after providing the North and South Wings Certificates of Abatement to the Town, Redeveloper shall commence demolition of the North and South Wings, and shall thereafter diligently and continuously (subject to Unavoidable Delay) pursue demolition to completion. No other Certificates of Occupancy shall be issued by the Town in connection with the Project following the Northern Phase Demolition Trigger Date until the demolition of the North and South Wings is completed, unless otherwise agreed to in writing by the Parties.

(z) In the event that Redeveloper does not complete the demolition of the North and South Wings within nine (9)

months of the Northern Phase Demolition Trigger Date, subject to Unavoidable Delay, the Town shall have the right to draw upon the North and South Wings Demolition Bond to complete the demolition of the North and South Wings.

- (iii) Nothing in this subsection (d) shall preclude demolition earlier than set forth in this subsection and prior to the Zoning Text Amendment, Development Master Plan approval or any other Town Determination becoming “final,” provided, that such demolition is diligently and continuously completed. Upon commencing demolition, Redeveloper shall comply with all timeframes set forth in this subsection (d). Notwithstanding anything to the contrary contained herein, Developer shall be required to provide the North and South Wings Demolition Bond to the Town prior to commencing demolition of the North and South Wings, regardless of when such demolition shall be performed.
- (iv) For all purposes of this Agreement, the term “final” means that all periods/statutes of limitation for judicial review of the subject action shall have expired, with no Third Party Proceeding (as hereinafter defined) having been taken or commenced, or if taken or commenced, having been finally adjudicated or dismissed, to the satisfaction of Redeveloper.

2.2 Project Infrastructure. The Parties acknowledge that the Project will require undertaking improvements to and/or replacing infrastructure to service the HRDD Site, including, but not limited to, streets, roads, curbs, sanitary sewers, domestic water conveyances, storm water drainage facilities, and gas, electric, communications and other utility improvements and installations required as part of the Project (“**Project Infrastructure**”). The extent of required Project Infrastructure shall be evaluated and determined during the SEQRA review process. The Redeveloper hereby agrees that it (i) shall be responsible for funding and carrying out the design, engineering and construction of the Project Infrastructure, as well as obtaining all approvals from other governmental entities to undertake such work, (ii) shall oversee, or engage the services of one or more general contractors or construction managers who shall oversee, and shall be responsible for, the construction and installation of the Project Infrastructure, subject to applicable laws, and (iii) shall deliver any infrastructure improvements that are to be dedicated to any governmental authority free and clear of any liens or encumbrances. The Town shall support, assist and cooperate with the Redeveloper in its performance of such responsibilities, it being the intention of the Parties to establish a collaborative working relationship in furtherance of the Project Infrastructure development program. Such cooperation shall include taking all reasonable actions to expeditiously facilitate and review any petitions submitted by the Redeveloper to create or extend any sewer or water districts, provided that the costs of the creation or extension of such districts, including, but not limited to, the preparation of maps, upgrades of existing infrastructure and installation of all new infrastructure, shall be borne exclusively by the Redeveloper.

2.3 Off-Site Improvements. The Parties acknowledge that the Project may require undertaking off-site improvements in order to mitigate identified potential adverse impacts of the Project, including, but not limited to, traffic calming measures, sight distance preservation, and landscaping (“**Off-Site Improvements**”). The extent of any Off-Site Improvements necessary to pursue the Project shall be evaluated and determined during the SEQRA review process. The Redeveloper hereby agrees that it (i) shall be responsible for funding and carrying out the design, engineering and construction of the Off-Site Improvements, as well as obtaining all approvals from other governmental entities necessary to pursue such work, (ii) shall oversee, or engage the services of one or more general contractors or construction managers who shall oversee, and shall be responsible for, the construction and installation of the Off-Site Improvements, subject to applicable laws, and (iii) shall deliver any infrastructure improvements that are to be dedicated to any governmental authority free and clear of any liens or encumbrances. The Town shall support, assist and cooperate with the Redeveloper in its performance of such responsibilities, it being the intention of the Parties to this Agreement to establish a collaborative working relationship in furtherance of any necessary Off-Site Improvements development program.

2.4 Public Funding. Nothing in this Agreement shall preclude funding of Project Infrastructure and/or Off-Site Improvements, in whole or part, from governmental sources other than the Town. The Town shall cooperate with the Redeveloper in the pursuit of any such funding, including but not limited to joining in applications to funding sources and creating “special districts” and other similar mechanisms for funding of infrastructure improvements, provided that the costs of the creation of such districts and mechanisms shall be borne exclusively by the Redeveloper, and the Town shall not as a result be required to incur any financial liability. Notwithstanding the foregoing, the Town shall have not have an affirmative duty hereunder to approve any application for such funding, but shall have the obligation to expeditiously and in good faith consider all applications. Any such application shall be reviewed expeditiously by the Town in good faith (provided Redeveloper submits to the Town all relevant supporting documents and materials), and any determination shall be in accordance with all applicable laws and regulations.

ARTICLE III

LAND USE REQUIREMENTS

3.1 Applications for Land Use Approvals. The Redeveloper at its sole cost and expense shall as soon as practicable following the execution of this Agreement, submit (i) a petition to the Town Board for adoption of the Zoning Text Amendment (“**Zoning Petition**”), and (ii) an application for Development Master Plan approval in accordance with Section 1.2 above (“**Development Master Plan Application**,” and collectively with the Zoning Petition, the “**Land Use Applications**”). From and after such submission, the Parties shall endeavor in good faith to meet all applicable milestones set forth in Section 3.4 (“**Project Milestones**”), which the parties acknowledge are only aspirational. The Redeveloper agrees that all plans, specifications, drawings, reports and similar technical material supplied to the Town in support of the Land Use Applications shall contain reasonably sufficient detail and information of sufficient quality so as to permit the Town and its professional staff and consultants to understand and evaluate any

potential impacts of the Project, as well as evaluate any measures proposed by the Redeveloper to mitigate such impacts (“**Project Materials**”). Provided the Redeveloper supplies the Town with complete Project Materials, the Town shall use all reasonable effort to meet all applicable Project Milestones, including scheduling special meetings of the Town Board and/or joint meetings between the Town Board and the Town Planning Board, as reasonably necessary. Nothing herein, however, requires the Town or Redeveloper to conduct any review or take any action prior to a minimum time period prescribed by statute or regulation.

3.2 Environmental Quality Review. Redeveloper shall, at its sole cost and expense, undertake all studies and applications required in order for the Town to conduct a “coordinated” review in compliance with SEQRA, and to pursue any other applicable land use proceedings with respect to the Project. The Town shall fully cooperate with and diligently assist the Redeveloper and its consultants in furtherance of the studies, applications and proceedings for which the Redeveloper is responsible under this Article, it being understood and agreed that such cooperation and assistance shall include, but shall not be limited to, the facilitating of interviews and on-going consultations with the Town and other governmental officials and the prompt dissemination of information (including technical and statistical data), the Redeveloper and/or its consultants may request from time to time. The Parties acknowledge that the Town has not undertaken any commitment to approve or implement the Land Use Applications or any Project element described therein, and that no such commitment may be made by the Town unless and until the SEQRA process is concluded. The Parties further acknowledge that the SEQRA findings to be made by the Town and other governmental entities may require the Project, or portions thereof, as well as the Zoning Text Amendment, Development Master Plan and/or subsequent site plan or subdivision applications, to be modified, reduced in scope or rejected, in whole or in part, based on the record of the SEQRA review proceeding.

3.3 Project Milestones. The Redeveloper and the Town shall diligently and in good faith submit and review all Project Materials in order to meet the “Project Milestones” set forth below. All Project Milestones shall be subject to extension for Unavoidable Delay or by the written consent of both Parties. Notwithstanding anything to the contrary contained herein, a Party shall not be in default, nor subject to any financial or other penalty or adverse action, for failing to meet a Project Milestone. The following Project Milestones shall apply:

(a) **Commencement of Land Use Applications and Coordinated SEQRA Reviews.** Upon Redeveloper’s submission of the Land Use Applications, including the payment of all application fees in accordance with the Town Code, as well as the submission of Part I of a Full Environmental Assessment Form (“**EAF**”), the Town Board shall place the Land Use Applications on its next regularly scheduled meeting agenda. During such regularly scheduled meeting, the Town Board shall (i) accept the Land Use Applications, (ii) declare its intent to serve as the Lead Agency pursuant to SEQRA, and direct its staff to circulate expeditiously to all potential Involved and Interested Agencies a Notice of Intent to serve as Lead Agency (the date on which such notice is distributed hereinafter referred to as the “**NOI Circulation**”), (iii) refer the Land Use Applications to the Town Planning Board for review and report pursuant to Sections 201-66(C) and 210-154 of the Town Zoning Code (“**Advisory Report**”), and (iv) refer the Zoning Petition to the Dutchess County Department of Planning and all other necessary

governmental bodies pursuant to Section 210-155 of the Town Zoning Code.

(b) **Thirty (30) Days after NOI Circulation.** On or around thirty (30) days after the NOI Circulation (or at the next regularly scheduled Town Board public meeting thereafter), Redeveloper shall present to the Town Board a draft scope of a draft environmental impact statement (“**DEIS**”) pursuant to the requirements set forth in 6 NYCRR Section 617.8 (“**Draft Scope**”). During such meeting, the Town Board shall (i) adopt a Resolution declaring itself Lead Agency for SEQRA purposes in accordance with the applicable law and implementing regulations, (ii) issue a Positive Declaration pursuant to SEQRA, (iii) circulate the Draft Scope to all Involved Agencies, as well as make the Draft Scope available to all other parties pursuant to 6 NYCRR Section 617.8, and (iv) schedule, and thereafter conduct on such date, a public scoping session in accordance with 6 NYCRR Section 617.8.

(c) **Forty-Five (45) Days after Town’s Receipt of Draft Scope.** On or around forty-five (45) days after the receiving the Draft Scope, the Town Board shall provide the Redeveloper with a final written scope in accordance with 6 NYCRR Section 617.8 (“**Final Scope**”).

(d) **One Hundred Twenty (120) Days after Redeveloper’s Receipt of Final Scope.** On or around one hundred twenty (120) days after the Redeveloper is provided with a Final Scope, (i) the Redeveloper shall provide to the Town Board a DEIS, with a request for a determination by the Town Board of adequacy in accordance with 6 NYCRR Section 617.9, and (ii) the Town Planning Board shall provide the Town Board with its Advisory Report. In order to expedite the Town Board’s review of the adequacy of the DEIS, as well as the Planning Board’s issuance of the Advisory Report, Redeveloper may from time to time submit proposed chapters of the DEIS to the Town Board and its consultants, and the Parties’ respective consultants may meet with the Town Board and/or Town Planning Board to review said chapters. The Town Board and Planning Board shall conduct joint meetings if necessary to expedite such review.

(e) **Sixty (60) Days after Receipt of DEIS.** On or around sixty (60) days after the Town Board receives the DEIS (or at the next regularly scheduled Town Board public meeting thereafter), the Town Board shall render a determination of adequacy pursuant to 6 NYCRR Section 617.9. In the event that the Town Board determines the DEIS is inadequate for public review, then the Parties shall comply with the timeframes set forth in 6 NYCRR Section 617.9 pertaining to resubmission of a draft EIS determined to be inadequate. Upon a determination that the DEIS is adequate for public review, the Town Board shall (i) direct its staff to circulate a Notice of Completion pursuant to 6 NYCRR Section 617.12, (ii) declare the Development Master Plan Application complete in accordance with Section 210-66 of the Town Zoning Code, and (iii) schedule, and subsequently conduct, at least one (1) combined public hearing on the DEIS in accordance with 6 NYCRR Section 617.9, as well as on the Zoning Text Amendment and Development Master Plan pursuant to Sections 210-66 and 210-156 of the Town Zoning Code (the “**Public Hearing**”).

(f) **Ninety (90) Days after DEIS is Deemed Adequate for Public Review.** On or around ninety (90) days after the Town Board closes the Public Hearing, the Redeveloper

shall submit to the Town Board a final environmental impact statement (“**FEIS**”) in accordance with 6 NYCRR Section 617.9. Upon the Town Board determining that the FEIS is complete in accordance with 6 NYCRR Section 617.9, the Town Board shall direct its staff to circulate a Notice of Completion pursuant to 6 NYCRR Section 617.12 (“**Notice of Completion**”).

(g) **Sixty (60) Days after Circulating a Notice of Completion.** On or around sixty (60) days after the Town circulates the Notice of Completion (or at the next regularly scheduled Town Board public meeting thereafter), the Town Board shall adopt a Findings Statement pursuant to 6 NYCRR Section 617.11 (“**Findings Statement**”). Upon adopting the Findings Statement, the Town Board shall (i) either adopt, or decline to adopt, the Zoning Text Amendment, and (ii) either approve, deny, or approve with conditions the Development Master Plan Application.

(h) **Site Plan and Subdivision Approvals.** In the event that the Town Board adopts the Zoning Text Amendment and approves the Development Master Plan Application, then as soon as practicable after such approval, the Redeveloper shall submit to the Town Planning Board a complete application for site plan and related subdivision approval (and for approval of any proposed special permit uses) to in accordance with the Findings Statement and the approved Development Master Plan construct the first component of the Southern Phase of the Project to be constructed based on then prevailing market and economic conditions. The Redeveloper shall thereafter use commercially reasonable efforts, subject to prevailing market and economic conditions, to submit application(s) for site plan and related subdivision approval to construct and operate the remainder of the Southern Phase, as well as the Northern Phase.

3.4 Changes to Reflect SEQRA Findings and/or Findings of all Governmental Agencies; Development Agreement Superseded by Town Determinations. The Town agrees to act reasonably in connection with all procedures and actions taken pursuant to SEQRA and the Town Zoning Code with respect to the Land Use Applications. The Parties acknowledge, however, that the Findings Statement to be made by the Town, as well as the findings of all other governmental entities with jurisdiction over the Project, may require the Project, or portions thereof, as well as the Zoning Text Amendment and/or the Development Master Plan, to be modified, reduced in scope or rejected, in whole or in part. Notwithstanding any provision of this Agreement, the Parties acknowledge and agree that: (i) this Agreement shall terminate upon the issuance by the Town of the Findings Statement and approval or denial of the Land Use Applications (collectively, the “**Town Determinations**”); (ii) the understandings and agreements expressed herein shall in their entirety and all respects be superseded by the Town Determinations, including, if applicable, the approved Master Development Plan; and (ii) nothing in this Agreement requires the Redeveloper to pursue the Project, as modified, or reduced in scope.

ARTICLE IV

TRANSFERS

4.1 Transfers of Ownership and/or Development Rights. The Redeveloper represents that it is the fee owner of the HRDD Site, and the sole holder of any rights to pursue the Project, or any other demolition, construction, improvement, redevelopment, and/or occupancy at the HRDD Site. Notwithstanding, the Parties acknowledge that Redeveloper intends to convey and assign certain portions of the HRDD Site and Project. The Redeveloper represents and agrees for itself, its members, managers and any successors in interest thereof, that neither the Redeveloper, nor any members or managers of the Redeveloper, shall be permitted to assign, transfer, or convey any portion of the HRDD Site, or a controlling interest in the Redeveloper, unless (i) written notice is provided to the Town at least forty-five (45) days in advance of such transfer (a “**Transfer Notice**”), and (ii) the proposed transferee acknowledges in writing that as a successor in interest to the Redeveloper it is bound by all the terms and conditions of this Agreement, the relevant land use approvals, SEQRA Findings Statement, and all other Town Determinations insofar as they relate to the interest being transferred, and shall assume all responsibilities and duties required of the “Redeveloper” referred herein with respect to the interest being transferred.

ARTICLE V

CONSULTANT EXPENSES; CERTAIN APPLICATION COSTS

5.1 Redeveloper’s In-house Services. The Redeveloper shall at its own expense supply its own services and expertise.

5.2 Reimbursable Municipal Expenses. In addition to other costs to be paid as described in this Agreement, and fees legally required to be paid to the Town as part of the zoning and building permit review process, the Redeveloper shall reimburse the Town for all of the reasonable costs and expenses paid by the Town to its consultants for reviewing (i) the Action in accordance with SEQRA (subject to SEQRA’s statutory fee limitation), (ii) the Land Use Applications, (iii) any site plan and subdivision applications, and (iv) Demolition Permit applications, and for all other reasonable third party consultant expenses incurred by the Town in furtherance of the Project (including, but not limited to, environmental consultant costs), and, subject to Section 5.3, below, costs of defending a Third Party Proceeding (as defined herein) (“**Reimbursable Municipal Expenses**”), subject to the periodic review and approval by the Redeveloper of the Reimbursable Municipal Expenses in accordance with the Escrow Agreement attached hereto as Schedule “D” (“**Escrow Agreement**”). Subject to Redeveloper’s right to dispute bills and invoices presented to it hereunder, the Town shall pay Reimbursable Municipal Expenses in accordance with the terms and conditions of the Escrow Agreement (subject to Redeveloper’s obligation to replenish said Escrow as set forth therein). Upon the execution of this Agreement and the Escrow Agreement (attached hereto as Schedule “D”) by all Parties hereto, the Redeveloper shall deposit with the Town an advance in the amount of Fifty Thousand (\$50,000.00) Dollars, which funds shall be held in a separate account maintained by the Town (the “**Escrow Account**”), and applied solely to the payment of Reimbursable

Municipal Expenses. The Town shall provide the Redeveloper with written notice if the funds in the Escrow Account are reduced below \$10,000.00. In the event that the Escrow Account is reduced below \$10,000.00, the Redeveloper shall deposit an additional sum of money so as to maintain the Account at or near \$25,000.00, as well as satisfy any and all outstanding Reimbursable Municipal Expenses, within fifteen (15) days of receiving notice from the Village that the Escrow Account amount is below \$10,000.00. In the event of a dispute concerning Reimbursable Municipal Expenses the Parties shall promptly pursue the dispute resolution procedures contained in the Escrow Agreement, provided, however, that such dispute shall not be cause for non-performance by any party of any of its obligations hereunder, unless the Escrow Account contains less than \$10,000.00. In the event that the Escrow Account contains funds less than \$10,000.00, and the Redeveloper fails or refuses to make additional deposits satisfying any and all outstanding Reimbursable Municipal Expenses and bringing the balance of the Escrow Account to or above \$25,000.00, then notwithstanding anything to the contrary contained or agreed to in any other contract or agreement between the Town and the Redeveloper, the Town, and any of its employees, consultants, agents and/or representatives, shall at its option, be released from any requirement, liability or obligation from further participation in the review of the Project, or cooperation with the Redeveloper therewith until such additional deposit(s) are made.

5.3 Litigation. Nothing in this Agreement shall require Redeveloper to: (i) commence any action or proceeding to defend this Agreement, the Town Determinations, or any aspect of the Project; or (ii) defend, or participate in the defense of any action or proceeding brought by any third party (a “**Third Party Proceeding**”). If the Redeveloper in its discretion elects to defend a Third Party Proceeding, then the Developer shall reimburse the Town for the reasonable legal fees incurred by the Town for its defense of such Third Party Proceeding, provided that: (i) the attorney selected by the Town shall be reasonably acceptable to the Redeveloper; and (ii) such Third Party Proceeding shall not settled without the consent of the Redeveloper.

ARTICLE VI

DISPUTE RESOLUTION; ARBITRATION; TERMINATION

6.1 Mandatory Good Faith Resolution of All Disputes Hereunder. In the event that a Party believes a material breach or default of a substantive provision in this Agreement has occurred, such party shall deliver to the other party a notice setting forth the substantive term(s) of the Agreement allegedly in breach, as well as the basis for the party’s belief that that its counterpart has committed a material breach of such provision (“**Dispute Notice**”). Upon the other party receiving a Dispute Notice, the Parties shall cooperate in good faith to explore a resolution of the dispute. Such good faith cooperation shall include conducting at least one (1) meeting between designated representatives of each party with authority to resolve such conflict within seven (7) days of the receipt of the Dispute Notice. Thereafter, the Parties shall use all commercially reasonable efforts to resolve the dispute in good faith. In the event such dispute cannot be resolved within a reasonable time, which shall not exceed thirty (30) days from the receipt of a Dispute Notice (unless the Parties agree in writing to extend such period), the Parties shall not terminate the Agreement, but instead may institute arbitration in

accordance with this Section.

6.2 Arbitration Provisions. In the event that a dispute is not resolved in accordance with Section 6.1 above, then either party to this Agreement may initiate arbitration proceedings under this Section, which shall be conducted in accordance with the following provisions:

(a) **Initiation.** If either party elects to initiate arbitration proceedings hereunder, it shall do so by giving written notice to that effect to the other party. Within seven (7) days after the service of such notice, the Parties shall agree upon, and appoint, an arbitrator. The arbitrator chosen pursuant to this Section shall be a disinterested person who shall not be an employee of, consultant to, or otherwise associated with the Parties, and the arbitrator chosen shall have at least eight (8) years of experience in the State of New York in the particular issues involved in a calling connected with the dispute. If the Parties cannot agree on an arbitrator within the time above specified, then the President or any other executive of the American Arbitration Association shall, on written application of either Party, appoint an arbitrator in accordance with the criteria set forth herein. Within seven (7) days after the notification for the appointment, the arbitrator chosen shall commence any hearings and investigations as s/he deems appropriate to resolve the dispute.

(b) **Location of Meetings.** All meetings and other arbitration proceedings under this Section shall be held or conducted in Westchester, Putnam or Dutchess Counties.

(c) **Limited Issues and Remedies.** The arbitration shall be limited to the question(s) at issue. The arbitrator shall determine the appropriate remedy to resolve the dispute consistent with the Parties' intent as expressed in this Agreement, and with the goal of keeping the review of the Project progressing in a diligent and commercially reasonable manner. The remedies available to the arbitrator shall include, but not be limited to: (i) providing the Parties with an additional time period to rectify or "cure" the alleged breach of this Agreement, and relieving the non-breaching party from any duties under this Agreement until such breach is rectified or "cured"; (ii) requiring specific performance without awarding any party damages; and/or (iii) declaring a default warranting termination of the Agreement in accordance with Subsection 6.2(d) below ("**Default Warranting Termination**"). In no event shall any Party be entitled to direct, indirect, consequential, or punitive damages as a remedy. In rendering such decision, the arbitrator shall not add to, subtract from or otherwise modify the provisions of this Agreement, or modify any aspect of the Project. The foregoing, however, shall not prevent the arbitrator from determining the applicable provisions of this Agreement and interpreting and construing such provisions. The arbitrator shall render a decision within fifteen (15) days after his/her appointment pursuant to Subsection 6.2(a) above. Said determination shall be binding upon the Parties, and shall not be subject to review in a court action, except a determination that a Default Warranting Termination has occurred. Such decision shall be in writing and counterpart copies thereof shall be delivered to each of the Parties, who agree to abide thereby, and any judgment may be entered thereon in any court of competent jurisdiction and may be enforced in accordance with the laws of the State of New York.

(d) **Default Warranting Termination.** The arbitrator shall not find a Default Warranting Termination of this Agreement against either party unless the arbitrator makes specific findings that the defaulting or breaching party's actions or inactions relating to its material obligations hereunder constitute extreme or egregious unreasonableness under a rational commercial person standard, including, but not limited to, the failure by either Party to diligently pursue or review the Land Use Approvals, or undertake demolition in accordance with the terms hereunder. In the event that the arbitrator declares that a Default Warranting Termination has occurred, this Agreement shall be terminated.

(e) **Fees.** The Parties shall share equally in the fees and expenses of the arbitrator appointed in accordance with this Agreement. The party substantially prevailing in the arbitration shall be entitled to recoup all costs of the arbitrator, together with all reasonable legal and other costs and expenses incurred by such prevailing party in connection with the arbitration.

6.3 Termination. Notwithstanding Sections 6.1 and 6.2, above, or any provision of this Agreement, in the event the Town materially breaches a substantive provision in this Agreement, such material breach/default is not resolved in accordance with Section 6.1, and the Redeveloper elects not to arbitrate pursuant to Section 6.2, then the Redeveloper may terminate this Agreement, in which event the Redeveloper: (i) shall not be entitled any other remedies set forth hereunder; and (ii) shall promptly pay to the Town any then due and unpaid Reimbursable Municipal Expenses, and thereafter, unless the Redeveloper elects to withdraw the Land Use Applications, review of the Project by the Town shall proceed in accordance with applicable law, and subject to the Escrow Agreement.

ARTICLE VIII

MISCELLANEOUS

7.1 Ability to Execute and Deliver. The Redeveloper warrants that it is a limited liability company duly organized under the laws of the State of New York, has all necessary power, corporate or otherwise, to execute, deliver and carry out this Agreement and to perform all obligations hereunder, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. The Town warrants that it is a municipal corporation duly organized under the laws of the State of New York, has all necessary power, corporate or otherwise, to execute, deliver and carry out this Agreement and to perform all obligations hereunder, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

7.2 Negotiated Document. The Parties acknowledge that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against any party by reason of such party having drafted such provision of this Agreement.

7.3 No Partnership Created. It is understood and agreed that no agreement of partnership is intended hereby and nothing herein shall be deemed or construed to constitute the Town jointly the partner of the Redeveloper or constitute either the agent of the other such as to permit or empower the Town or the Redeveloper to bind the other to financial or

other obligations to third parties nor constitute or give rise to any joint ownership or joint venture in violation of any constitutional or other provision of New York law.

7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles.

7.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

7.6 Captions. The captions of this Agreement are for the purpose of convenience of reference only, and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

7.7 Gender, Etc. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

7.8 No Third Party Beneficiaries. Except as may be expressly provided to the contrary in this Agreement, nothing contained in this Agreement shall or shall not be construed to confer upon any person other than the parties hereto, any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

7.9 Successors and Assigns. The agreements, terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and, except as otherwise provided herein, their respective successors and permitted assigns.

7.10 Further Assurances. Each party hereto shall do all acts and things and make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

7.11 No Amendment. Neither this Agreement nor any provisions hereof may be changed, modified, amended, supplemented, altered, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against who enforcement of the change, modification, amendment, supplement, alteration, waiver, discharge or termination is sought, and, if required by any mortgage document, the applicable lender has consented thereto.

7.12 Unavoidable Delay. Notwithstanding any provision of this Agreement, the performance by the Town and Redeveloper of their respective obligations under this Agreement, and all time periods for the performance of all such obligations, shall be subject to Unavoidable Delay, and shall be tolled day for day during a period of Unavoidable Delay. For the purposes of this Agreement, Unavoidable Delay means any delay, obstruction or interference resulting from any act or event which has a material adverse effect on a party's rights or duties, provided such act or event is beyond the reasonable control of such party after pursuing all diligent efforts to remedy the delaying condition in an expedient and efficient manner and was

not separately or concurrently caused by any negligent or willful act or omission of such party and/or could not have been prevented by reasonable actions on such party's part, including, but not limited to, delay, obstruction, or interference resulting from:

(a) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, war, blockage or insurrection, riot or civil disturbance;

(b) any legal proceeding commenced by any third party seeking judicial review of this Agreement and/or of any governmental approvals for any proposed Project or Infrastructure required therefor, and any restraint of law (e.g., injunctions, court or administrative orders, or legal moratorium imposed by a court, or administrative or governmental authority);

(c) the failure of any utility or municipal entity to provide and maintain utilities, services, water and sewer lines and power transmission lines to the HRDD Site, which are required for the construction, as contemplated in this Agreement;

(d) any unexpected or unforeseen subsurface condition at the HRDD Site inconsistent with typical background conditions of a similar site, which shall prevent construction of, or require a material redesign or change in the construction of (or materially adversely affect the completion schedule for) the Project or of Infrastructure, such determination to be made by a qualified engineer;

(e) strikes, work stoppages or other substantial labor disputes;

(f) the failure or inability of any subcontractor or supplier to furnish supplies or services if such failure or inability is itself caused by Unavoidable Delay and could not have been reasonably prevented and the affected party cannot reasonably obtain substitutes therefore;

(g) governmental delay in completion of environmental review procedures, where such delay is not the result of negligent or willful acts or omissions of the party claiming Unavoidable Delay, or the failure of the Redeveloper to provide the Town with complete Project Materials; and

(h) governmental delay on the part of Federal, State or County governmental entities, with respect to the granting of permits, approvals or determinations, or with respect to the transfer of property or rights therein, or in completion of Project infrastructure, Off-site Improvements, or Remediation Work, where such delay is not the result of negligent or willful acts or omissions of the party claiming Unavoidable Delay.

7.13 Inconsistent Provisions. This Agreement supersedes in its entirety the Exclusivity and Planning Agreement between the Parties.

7.14 Entire Agreement. This Agreement, together with the Schedules hereto, contain all of the promises, agreements, conditions, inducements and understandings between and amongst the parties hereto concerning the proposed Project and there are no promises,

agreements, conditions, inducements or understandings, oral or written, expressed or implied, between them other than as expressly set forth herein and therein.

7.15 No Recourse. All covenants, stipulations, promises, agreements and obligations of the Redeveloper and the Town contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Redeveloper and the Town respectively, and not of any officer, partner, member, shareholder, agent, servant or employee of the Redeveloper or of the Town in any capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Agreement, or otherwise based or in respect thereof, shall be had against any past, present or future officer, partner, member, shareholder, agent, servant or employee of the Redeveloper or of the Town or any member of the Redeveloper, either directly or through the Redeveloper or any successor thereto or any person executing this Agreement. It is expressly understood that this Agreement is an obligation of the Redeveloper and of the Town and that no personal liability whatever shall attach to, or is or shall be incurred by, any such officer, partner, member, shareholder, agent, servant or employee of the Redeveloper or of the Town or any member of the Redeveloper, either directly or through the Redeveloper or any successor thereto or any person executing this Agreement. Any and all such personal liability of, and any and all such rights and claims against, every such officer, partner, member, shareholder, agent, servant or employee of the Redeveloper or of the Town under or by reason of the obligations, covenants, or agreements contained in this Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

7.16 Notice. Any notice, demand, request or other communication which under the terms of this Agreement must or may be given or made or served by either of the Parties hereto shall be in writing and shall be given or made by mailing the same by registered or certified mail, express courier, or by hand delivery, addressed as set forth below:

If to the Town: Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, New York 12603
Attention: Neil A. Wilson, Esq., Director of Municipal Development

with a copy to: Zarin & Steinmetz
Town of Poughkeepsie Special Land Use Counsel
81 Main Street, Suite 415
White Plains, New York 10601
Attention: Michael Zarin, Esq.

If to the Redeveloper: EFG/DRA Heritage, LLC
c/o DRA Heritage LLC, Development Manager
47 River Road, Suite 200,
Summit, N.J. 07901
Attention: Nicholas Minoia, Managing Partner

With a copy to: Peter J. Wise

DelBello Donnellan Weingarten Wise & Wiederkehr, LLP
One North Lexington Avenue, 11th Floor
White Plains, New York 10601

And to: EnviroFinance Group, LLC
Business/Environmental Manager
4601 DTC Boulevard, Suite 130
Denver, Colorado 80237
Attention: Chief Executive Officer

Richard I. Cantor, Esq.
Teahan & Constantino
2780 South Road, P.O. Box 1969
Poughkeepsie, New York 12601

Either of the Parties hereto or their counsel may designate by notice in writing a new or other address to which such notice or demand shall thereafter be given, made or mailed.

7.17 Covenant of Good Faith and Fair Dealing. The Parties recognize that the successful planning and execution of the Project and their respective ability to perform their obligations under this Agreement will require cooperation between them. Accordingly, this Agreement imposes an obligation of good faith and fair dealing on the Redeveloper and the Town in the performance and enforcement of their respective rights and obligations hereunder. The Parties, with a shared commitment to honesty and integrity in the performance and administration of this Agreement, agree to the following mutual duties: (i) each will be held to a standard of good faith and fair dealing in the performance of its duties and obligations under this Agreement, (ii) each will function within the laws and statutes applicable to their duties and responsibilities, (iii) each will cooperate to facilitate the other's performance, (iv) each will avoid hindering the other's performance, (v) each will respond promptly and completely to the reasonable requests of the other, (vi) each will proceed to fulfill its obligations under this Agreement diligently and honestly, (vii) except as otherwise provided in this Agreement for the giving or the withholding of the Town's consent, approval or the like in its or its sole and arbitrary or absolute discretion, each agrees to use all commercially reasonable efforts to discharge their respective obligations under this Agreement and to assist each other in discharging their obligations under this Agreement which are dependent in any measure in another Party's performance, and (viii) each will cooperate in the common endeavor of completing the performance and administration of this Agreement and the consummation of the transactions contemplated by this Agreement in a timely and efficient manner. Except as otherwise provided in this Agreement for a consent or approval to be given or withheld in the sole and arbitrary discretion of a Party, all other consents and approvals required or, desired of any party shall be promptly addressed and not unreasonably withheld, conditioned or delayed; provided, further, no party shall claim that the exercise, pursuant to the express provisions of this Agreement, of a party's sole, absolute or arbitrary discretion shall be deemed a breach of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF POUGHKEEPSIE

By: _____
Hon. Todd Tancredi, Town Supervisor

EFG/DRA HERITAGE, LLC

By: _____
Name:
Title

SCHEDULE A

Conceptual Plan

(Please refer to Figures 3, 4, and 5 of the Development Master Plan Application)

SCHEDULE B

Proposed HRDD Zoning Text Amendment

(Please refer to Appendix C of the Development Master Plan Application)

SCHEDULE C

Demolition Application Requirement Form

SCHEDULE C

Demolition Application Requirement Form

- Completed application form for each building
- Application fee for each building
- Asbestos Survey of each buildings/structures to be demolished
- Names and license/certifications for each demolition and abatement contractor
 - Provide insurance certifications for each contractor
- Abatement / Demolition Management Plan establishing for each Demolition Phase (as defined in Section 2.1(b) of the Development Agreement):
 - Site Plan showing existing buildings, and the structures (or portions thereof) to be removed
 - Phasing plan establishing the order in which the abatement and demolition of the buildings in that specific Demolition Phase shall occur
 - Staging areas
 - Dust control plan
 - Disposal destinations
 - Truck routing
 - Proposed hours of operation
 - Statement of procedures to ensure abatement work complies with all state and federal regulations concerning asbestos removal (Note: Applicant is solely responsible for ensuring its contractors, agents and representatives comply with said regulations)
- Storm Water:
 - Storm water management and erosion control plan if total land disturbance for entirety of demolition work is less than one acre
 - Storm Water Pollution Prevention Plan (SWPPP) if total land disturbance for entirety of demolition work is over one acre

SCHEDULE D

Escrow Agreement

ESCROW AGREEMENT

ESCROW AGREEMENT (“Agreement”) made this ___ day of June, 2015, by and between TOWN OF POUGHKEEPSIE, having its principal offices located at 1 Overocker Road, Poughkeepsie, New York 12603 (the “Town”), and EFG/DRA HERITAGE, LLC, c/o DRA Heritage LLC, Development Manager, 47 River Road, Suite 200, Summit, New Jersey (“Developer”).

W I T N E S S E T H :

WHEREAS, the Town and Developer have entered into a certain Development Agreement dated June __, 2015 (the “Development Agreement”), with respect to the proposed mixed-use redevelopment (the “Project”) of the approximately 156 acre site owned by Developer and formerly known as the Hudson River Psychiatric Center (the “Project”); and

WHEREAS, pursuant to Section 5.2 of the Development Agreement, Developer is responsible and shall reimburse the Town for all of the reasonable costs and expenses paid by the Town to its Consultants for reviewing (i) the Action in accordance with the State Environmental Quality Review Act (“SEQRA”) (subject to SEQRA’s statutory fee limitation), (ii) the Land Use Applications, (iii) any site plan and subdivision applications, and (iv) Demolition Permit applications, and for all other reasonable third party consultant expenses incurred by the Town in furtherance of the Project (including, but not limited to, environmental consultant costs), and, subject to Section 5.3, below, costs of defending a Third Party Proceeding (“Reimbursable Municipal Expenses”); and

WHEREAS, pursuant to Section 5.2 of the Development Agreement, Developer agreed to establish an Escrow Account to be used to pay Reimbursable Municipal Expenses in accordance with the terms and conditions of the Development Agreement and this Agreement; and

WHEREAS, the Town and Developer desire to appoint [Town officer] as escrow agent (“Escrow Agent”), to hold and administer the Escrow Account and to act in accordance with the provisions of this Agreement, and Escrow Agent agrees to serve in such capacity; and

WHEREAS, capitalized terms used but not defined in this Agreement shall have the meaning given to them in the Development Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Escrow Agent. The Town and Developer hereby appoint Escrow Agent to act in accordance with the provisions of this Agreement, and authorize Escrow Agent to receive, deposit and withdraw funds from the Escrow Account to pay Reimbursable Municipal Expenses in accordance with this Agreement.

2. Initial Deposit. Escrow Agent acknowledges that on or about August 11, 2014, Developer delivered to Escrow Agent a check in the sum of Fifteen Thousand (\$15,000) Dollars (the “Initial Deposit”), and on or about March 30, 2015, delivered to Escrow Agent a check for Sixty Thousand (\$60,000) Dollars, as an Additional Deposit (as hereinafter defined). The Initial Deposit, and all Additional Deposits, shall be deposited in an interest bearing escrow account maintained by the Town, and all interest earned thereon shall be credited to the Escrow Account, for the account of Developer.
3. Term. Developer agrees that the Escrow Account shall be maintained until the later of:
(i) the date the last of the Town Determinations to be granted becomes final (which for purposes of this Agreement means that all periods/statutes of limitation for judicial review of the Town Determinations shall have expired, with no Third Party Proceeding having been taken or commenced, or if taken or commenced, having been finally adjudicated or dismissed); and (ii) the date all bills and invoices for Reimbursable Municipal Expenses have been received by Escrow Agent and paid in full in accordance with this Agreement (the “Termination Date”); provided, however, in no event shall any funds remain on deposit in the Escrow Account more than thirty (30) days after the Termination Date.
4. Additional Deposit(s).
 - (a) The Escrow Account shall be replenished by Developer to Twenty Five Thousand (\$25,000.00) Dollars (the “Minimum Balance”) at any time after the date of this Agreement that the Escrow Account balance is below Ten Thousand (\$10,000.00) Dollars.
 - (b) Developer agrees to replenish the Escrow Account as set forth in Section 4(a) of this Agreement by making one or more additional deposits (“Additional Deposit(s)”) in such amount or amounts as the Escrow Agent, in its reasonable discretion, shall determine is necessary to be deposited to the Escrow Account in order to maintain the Minimum Balance and satisfy all Invoices (as defined below) outstanding at the time the Escrow Agent requests that the Developer provide an Additional Deposit. All such Additional Deposit(s) shall be made by Developer within fifteen (15) business days after written request for same is given by Escrow Agent to Developer.
 - (c) In the event Developer fails or refuses to make an Additional Deposit in such amount and in the manner required in Sections 4(a) and 4(b) of this Agreement, then notwithstanding anything to the contrary in the Development Agreement or any other contract or agreement between the Town and Developer, the Town, and its employees, consultants, agents and/or representatives, shall, at the Town’s option, be released from any requirement, liability or obligation to perform any further or additional services with respect to the Project unless and until such Additional Deposit is made.

5. Escrow Account. The Escrow Account shall be held by the Town in escrow and used only for the payment of Reimbursable Municipal Expenses, upon the following terms and conditions:
- (a) Use of Escrow Account. In the event that the Town incurs Reimbursable Municipal Expenses in connection with the development of the Project, Developer agrees that Escrow Agent shall, on behalf the Town and Developer, use funds on deposit in the Escrow Account to pay such Reimbursable Municipal Expenses.
 - (b) Submission of Invoices. The Town shall require all bills and/or invoices from outside counsel and third-party professional consultants (each a “Consultant,” and collectively, “Consultants”) for Reimbursable Municipal Expenses (each an “Invoice,” and collectively, “Invoices”) to set forth, with reasonable specificity, (i) a description of the work performed, (ii) total time spent performing such work, (iii) the charge for such work, including individual billing rates, (iv) a specific statement of any disbursements charged, and (v) the total fees charged under that Invoice, and to that date under the current and all prior Invoices. Invoices shall be submitted by Consultants to the Escrow Agent, with a copy simultaneously provided to Developer as set forth in Section 6, below.
 - (c) Approval of Invoices. Unless Escrow Agent receives a written objection from Developer to an Invoice within fifteen (15) business days after Developer’s receipt of a copy of such Invoice, Escrow Agent shall promptly release from the Escrow Account, and pay, the invoiced amount (subject to receipt of an Additional Deposit, if the funds then on deposit in the Escrow Account are insufficient to pay the invoiced amount) Developer’s written objection shall specifically describe the disputed tasks and associated costs. Notwithstanding the foregoing or anything to the contrary in this Agreement, Escrow Agent may pay from the Escrow Account any undisputed portion of any Invoice.
 - (d) Appeal Procedure. In the event Developer shall object to an Invoice, Developer shall first endeavor in good faith to resolve such dispute with the Consultant by contacting the Town Director of Municipal Development, who will arrange the appropriate conversations with said Consultant, as necessary, as part of the dispute resolution process directly with the Consultant. If the dispute is not resolved within fifteen (15) days after Escrow Agent’s receipt of Developer’s written objection, Escrow Agent shall refer such dispute to the Town Board of the Town for review and determination. Escrow Agent shall provide the Town Board with true and correct copies of all written records relevant to the dispute, and the Town Board shall examine the record and issue a written decision regarding the reasonableness of the disputed payment. The determination of the Town Board shall be binding. This appeal process shall not hinder or delay the performance of services by Consultants or review of the Project by the Town.

6. Notice. All notices required or desired to be given hereunder shall be in writing, shall be sent by e-mail (provided that if sent by e-mail, a copy shall also be given by first class mail), by nationally recognized overnight courier service, or certified mail, return receipt requested, addressed to the party for whom intended, and shall be deemed received upon the earlier of receipt or two (2) days after sending or mailing. Notices by fax will not be accepted. The notices shall be addressed as follows:

If to the Town: Town of Poughkeepsie
1 Overocker Road
Poughkeepsie, New York 12603
Attention: Neil A. Wilson, Esq., Director of Municipal
Development

with a copy to: Zarin & Steinmetz
Town of Poughkeepsie Special Land Use Counsel
81 Main Street, Suite 415
White Plains, New York 10601
Attention: Michael Zarin, Esq.

If to the Developer: EFG/DRA Heritage, LLC
c/o DRA Heritage LLC, Development Manager
47 River Road, Suite 200
Summit, New Jersey 07901
Attention: Nicholas Minoia, Managing Partner

With a copy to: DelBello Donnellan Weingarten Wise & Wiederkehr, LLP
One North Lexington Avenue, 11th Floor
White Plains, New York 10601
Attention: Peter J. Wise, Esq.

And to: EnviroFinance Group, LLC
Business/Environmental Manager
4601 DTC Boulevard, Suite 130
Denver, Colorado 80237
Attention: Chief Executive Officer

Richard I. Cantor, Esq.
Teahan & Constantino
2780 South Road, P.O. Box 1969
Poughkeepsie, New York 12601

or to such other address as either party shall desire by notice to the other party hereto.

7. Accounting. Escrow Agent shall provide to the Town and Developer a full written accounting of the Escrow Account and all payments to Consultants within thirty (30) days after any written request for such accounting.
8. Refund of Escrow Account. Within thirty (30) days after the Termination Date, Escrow Agent shall pay to Developer the balance of the funds on deposit in the Escrow Account.
9. Consultants Bound. The Town shall require all Consultants to acknowledge this Agreement, and agree as a condition of engagement to be bound by the terms and provisions of this Agreement.
10. Indemnity. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized hereby or within the rights or powers conferred upon it hereunder, nor shall Escrow Agent be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind, unless caused by Escrow Agent's own willful misconduct or gross negligence. Developer hereby indemnifies Escrow Agent and holds Escrow Agent harmless from and against any and all loss, damages, liability, claims, cost and expense, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with Escrow Agent's duties hereunder, except to the extent that any of the same shall result from the willful misconduct, or grossly negligent act or omission, of Escrow Agent.
11. Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, who hereby acknowledge that there have been and are no representations, warranties, covenants or understandings other than those expressly set forth herein.
12. Modification. Neither this Agreement nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement.
13. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties, their related entities, successors and assigns.
14. Interpretation. All matters regarding and/or affecting the interpretation of this Agreement and the rights of the parties hereto, shall be governed by the laws of the State of New York.
15. Severability. Should any provision contained within this Agreement be determined to be invalid or illegal, such invalidity or illegality shall not affect in anyway any other provision hereof, all of which shall continue, nevertheless, in full force and effect.

[Nothing further on this page; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF POUGHKEEPSIE.

By: _____

Name: Todd Tancredi

Title: Supervisor

EFG/DRA HERITAGE, LLC

By: DRA Heritage LLC

By: _____

Name: Nicholas Minoia

Title: Managing Partner

APPENDIX E

Existing Structures

Hudson Heritage Existing Buildings		
Name	Function	Gross Square Feet
Poucher Home/Married Employees Housing/Staff	Staff Residence	19,812
Staff House 4/Five Family Staff House	Staff Residence	12,310
Ryon Hall [W. Wing]/Cont'd Treatment Bldg	Inpatient	56,488
Ryon Hall [E. Wing]/Cont'd Treatment Bldg	Inpatient	50,425
Ryon Hall [Center]/Kitchen/Dining	Kitchen	22,051
Staff House 11	Administration	2,533
Pavilion	Rehabilitation	200
Staff House No. 13	Staff Residence	2,441
Garage/Storage Bldg	Storage	608
Powerhouse & Machine Shop	Power	32,712
Protestant Chapel	Chapel	2,661
Storage	Vacant	100
Electrical Shop & Maintenance	Maintenance	6,000
Amusement Hall	Rehabilitation	8,335
Plant Facility	Storage	14,608
Firehouse	Vacant	13,926
Garage	Garage	950
Carpenter/Plumber Shop/Gas House	Maintenance	16,456
Outside Pavilion	Rehabilitation	140
Mortuary	Morgue	4,788
Outside Pavilion	Rehabilitation	150
Staff House 21	Staff Residence	3,568
Staff House 23/Tenant House	Staff Residence	2,788
Storehouse	Kitchen	63,832
Laundry & Tailor Shop	Aux. Laundry	33,594
Administration Building Main	Administration	460,604
Outside Pavilion	Rehabilitation	260
Rehabilitation Center	Rehabilitation	100,000
Bus Garage	Garage	1,887
Greenhouse	Greenhouse	2,508
Staff Cottage	Staff Residence	5,099
Director's Residence	Crisis Residence	11,324
Garage	Storage	536
Staff Bldg 10	Crisis Residence	8,540
Tool Storehouse	Storage	200
Brookside	Administration	52,454
Staff Apartments #3	Staff Residence	10,887
Avery/Nurses' Home/Admin	Administration	18,831
Library	Administration	2,280
Staff House #19	Staff Residence	3,475
Garage	Garage	567
Storage	Storage	504
Greenhouse	Greenhouse	4,896
Golf Club	Rehabilitation	3,234
Garage	Garage	180
Pavilion	Rehabilitation	150
Cheney Building	Inpatient	359,702
Auto Repair Shop	Transportation	4,320
Storage Building	Storage	441
Staff Building 5	Staff Residence	2,211
Staff Building 6	Staff Residence	2,211
Staff Building 7	Staff Residence	2,211
Greenhouse	Rehabilitation	1,240
Garage	Garage	548
Garage	Garage	548
Garage	Vacant	1,100
Garage	Garage	359