

MARCH 28, 2012
SPECIAL MEETING

1. HICKORY SHADOW, INC. / PALMERONE SUBDIVISION

MAR 28 2012

TOWN OF NEWBURGH
TOWN ENGINEER
1496 Rte. 300
Newburgh, NY 12550
(845) 564-7814

MEMORANDUM

TO: Wayne Booth, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: March 28, 2012
RE: PB \ PALMERONE FARMS SUBDIVISION
(Hickory Shadow, Inc.)

The Town has been notified that the Letter of Credit (SB9101070001) in the amount of \$121,527.00 currently on file for the above subdivision will not be renewed. The work covered by this security remains outstanding and therefore, I recommend that the security be called by the Town.

If you have any questions or comments, I am available to discuss them with you.

JWO/id

Attachment

cc: A. Zarutskie, Town Clerk
M. Taylor, Attorney
D. Benedict, Hwy. Supt.

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At a special meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 28th day of March, 2012 at 4:00 P.M., Prevailing Time.

PRESENT :

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING DRAWING ON
M & T BANK IRREVOCABLE STANDBY
LETTER OF CREDIT No. SB-910107-2000
FOR PALMERONE SUBDIVISION
ROAD, DRAINAGE, STORMWATER
MANAGEMENT FACILITIES AND PERMANENT
STABILIZATION AND RESTORATION
MEASURES FOR LAND DISTURBANCE UPON
RECEIPT OF NOTICE OF NON-RENEWAL

Councilman/woman _____ presented the following resolution which
was seconded by Councilman/woman _____.

WHEREAS, Hickory Shadow Inc. (the "Applicant") has delivered to the Town of Newburgh M & T Bank Irrevocable Letter of Credit No. SB-910107-2000 dated April 3, 2007 in the amount of \$121,527.00 (the "Letter of Credit") as performance security for the completion of certain proposed improvements and erosion and sediment control and stormwater measures which were part of and required for the subdivision known as the "Palmerone Subdivision" on Latintown Road; and

WHEREAS, M & T Bank by Notice of Non-Renewal dated February 21, 2012 has notified the Town of Newburgh of its election not to renew the Letter of Credit for an additional period from the present expiration date of April 2, 2012; and

WHEREAS, the Applicant has not completed the improvements and measures which the Letter of Credit secures in accordance with the standards and specifications of the Town of Newburgh.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh hereby authorizes a drawing under the Letter of Credit of the full amount in accordance with its terms; and

BE IF FURTHER RESOLVED, that the Supervisor and other officers of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such drafts, certificates, documents and

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papers as may be necessary to effectuate and carry out the contents of the foregoing resolution; and

BE IT FURTHER RESOLVED, that the aforesaid resolutions shall take effect immediately .

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

George Woolsey, Councilman voting _____

Gilbert J. Piaquadio, Councilman voting _____

Elizabeth J. Greene, Councilwoman voting _____

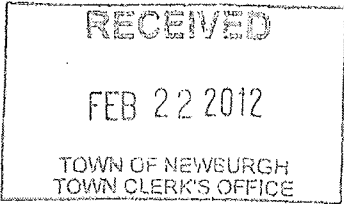
Ernest C. Bello, Jr., Councilman voting _____

Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.



M and T Bank
Trade Finance Operations
1800 Washington Boulevard 8th Floor, MC-MD1-MP37
Baltimore, MD 21230
Tel: Letters of Credit: (410) 244-4475 / 4587
Tel: Collections: (410) 244-4566
SWIFT: MANTUS33INT



TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NY 12550 United States

February 21, 2012

Re: Our Irrevocable Standby Letter of Credit No.: SB9101070001
Applicant: HICKORY SHADOW INC.
Amount: USD 121,527.00

NOTICE OF NON RENEWAL

Dear Customer,

This is to advise you that the validity of our captioned Standby Letter of Credit shall not be renewed for an additional annual period from the present expiration date, namely April 02, 2012.

In view of the foregoing, no drawing(s) will be honored by us after April 02, 2012.
Please forward to us the original Standby Letter of Credit and its amendment(s), if any, via courier after such date.

Unless otherwise instructed herein, all correspondence and inquiries regarding this transaction should be directed to our Customer Service Center at the above address, telephone: . Please indicate our reference number in all your correspondence or telephone inquiries.

Regards,

Authorized Signature(s)

ORIGINAL