

TOWN OF NEWBURGH

AUDIT # 18

DATE: September 27,2022

TOTAL OF ALL PAYMENTS: \$ 480,197.36

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 480,197.36 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

SEP 27 2022

Dated : _____

Town Clerk Office

Town Board:

The Town of Newburgh and Regional Area Senior Living Real Estate Market Analysis

August 19, 2022

Stephen Zagoren, CDO
Farrell Organization
P.O. Box 14
2317 Main St.
Bridgehampton, NY 11932
Zags1413@gmail.com
(631) 766-0023

Martyna Triggs | Senior Analyst
Sonja Fosgate | Market Analyst

Capacity Consulting
210 East Main Street, Suite 306
Middletown, NY 10940
(908) 510-3299
martyna@capacitygroupusa.com



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Executive Summary

Summary

The senior landscape in the Town of Newburgh and regional area is expected to grow substantially as the population ages and Baby Boomers reach retirement. Demand for accessible, senior apartments catering to the active adult is strong in the Hudson Valley region, but supply is limited.

Note, the discussion in this report revolves around seniors seeking to downsize to an apartment with luxury amenities. While the demand for senior subsidized housing in the region is considered, it is not the basis for our active adult community demand analysis due to demographic differences.

Orange County and the Town of Newburgh surrounding region lacks 55+ active adult apartments to meet current demand. Due to inflation, rising costs of living, and general economic uncertainty, one-third of seniors will seek simpler lifestyles to weather their current life stage.

Regional area around the Town of Newburgh has about 8,095 NON-income restricted housing units specifically indicated for adults over the age of 55 that include independent living, active adult communities, and skilled nursing facilities.

Active Adult Community Supply & Demand Outlook

About 34,000 seniors in Orange County are considering a move to an age-restricted active adult community in the future.

There are 8,095 non-income restricted housing units in Orange County. Only 612 are apartment units.

Orange County's 65+ cohort increased 41.7% between 2010 and 2021.

By 2030, 35% of the Mid-Hudson Valley's population is projected to be over 55. Currently it is 30%.

Active Adult Communities

The term "active adult" (AA) was coined to describe 55+ communities that focus on lifestyle preferences rather than health care services. Most of these active adults desire a low-maintenance lifestyle within a resort-like setting that is often more affordable than conventional seniors housing alternatives.

The majority of these units – 6,197 – are designed for independent or active lifestyles and do not include comprehensive healthcare in addition to housing. Despite this prevalence of 55+ housing units, there are only a total of 612 apartment units in 55+ communities available in Orange County that are not income restricted.

According to AARP 2021 "Home and Community Preferences Survey," one-third of adults 50 and older say they may choose to live in an age-restricted active adult community that could provide various

amenities for a fee (32%).¹ One-third of Orange County's 50+ population is about 34,000 individuals, and one-third of the Town of Newburgh's 50+ population is about 3,452.

The Town of Newburgh does not need a landslide of new residents to make a substantial impact. Due to their small housing base, a small influx of 50 households would make a major impact.

Despite these prevalent needs in the region, there is an overall misalignment between the aging population and appropriate housing. Hudson Valley Patter for Progress has been highlighting

the disparity between the region's aging population and providing adequate housing to meet the current and future demand. While they are primarily highlighting the need for affordable senior housing, the overall growing population of seniors in the region is a concern.

Hudson Valley consumers are struggling with an affordability crunch as they juggle rising home prices, interest rates, and inflation outpacing income growth. Many seniors are attempting to protect their assets by selling their home and downsizing to a smaller, lower cost living situation.

Senior Living Inventory

In total, there are an estimated 8,095 housing units specifically indicated for adults over the age of 55 that are not rent controlled in and around the Newburgh area, including independent living, active adult communities, and skilled nursing facilities. The majority of these units – 6,197 – are designed for independent or active lifestyles and do not include comprehensive healthcare in addition to housing. Despite this prevalence of 55+ housing units, there are only 612 apartment units in 55+ communities available in Orange County that are not income restricted.

Several new construction projects have broken ground to provide lower-income seniors with affordable housing. However, these projects do not include active adult options for seniors downsizing from their current lifestyles.

Demographic Increases

In the Town of Newburgh, 33.3% of the population is currently 55+ years old or 10,357 individuals of the 31,985 residents. According to the 2020 Decennial Census, its population has increased about 14% since the last census.

Orange County's 55+ age cohort increased 38% (or by 39,307 people) between 2000 and 2020. In 2000, there were 62,821, and in 2020 there are 102,128 individuals 55+. Orange County has the largest 55+ population of the Mid-Hudson Valley counties.

In the Hudson Valley, adults 55+ are projected to comprise 35% of the region's population by 2030, a 17% increase from 2017. Currently, it is 30%.

Baby Boomers began turning 65 in 2011 and by 2030, the 65+ population will be 21% of the total US population, a 50% increase over 2020.

Demand

The demand for housing in Orange County and the Hudson Valley region is seeing a more stabilized, balanced market in contrast to the frenzied market of 2021. As mortgage interest rates are rising to their highest point in 12 years, homebuyers are rethinking their needs. Real estate agents are also observing longer cycles for their customers to close.

However, there is still a shortage of housing across the region despite the normalizing market. Newburgh-based Hudson Valley Pattern for Progress says the region is in a housing crisis which the pandemic has only heightened. The Hudson Valley area lacks a balanced supply of housing at all levels – including affordable, workforce, and market rate housing.

Supply

The Town of Newburgh's total vacancy rate was 7.6% for 2020, Balmville was 4.7%, Gardnertown was 10.4%, and Orange Lake was 5.3%. In comparison, the vacancy rate in 2020 for Orange County was 9.6% and 5.8% for the United States.

The national rental vacancy rate is 5.8%, according to the U.S. Census Bureau. According to economists, a healthy rental vacancy rate typically hovers around 7 to 8%.

The period between 2010 and 2019 marked a spike in new residents for the Town of Newburgh at 3,767, an increase of 22%. More specifically, new renter-occupied units increased 79% from 2010 to 2019. More residents are choosing to rent versus own.

Active Adult Outlook

The Hudson Valley real estate market is cooling off and entering a more balanced market in comparison to 2021 thanks to higher interest rates and more picky, conservative homebuyers. However, homes are still priced higher than pre-pandemic trends and are still selling albeit at a more moderate pace.

The rental market directly correlates with the housing market. As the housing market is becoming more balanced, prospective homebuyers are switching to rental options as the cost of owning a home is out of their reach.

The Hudson Valley has been struggling with its apartment rental supply for years even before the pandemic. More specifically, purposeful active adult living for baby boomers is becoming more desirable to the demographic. *The New York Times* states that older Americans are looking for a variety of rates and services.

Methodology

Analyzing the active adult housing market in the Town of Newburgh, Orange County, and Hudson Valley required an investigation of demographics, migration patterns, population trends, and the current housing market include vacancy rates.

Because the Active Adult (AA) sector is in its infancy, it has not been separately tracked but rather data has been lumped into the senior housing (SH) or multi-family (MF) category. As the sector matures and grows in size and transaction volume, data mining organizations will develop a clear and separate data set for the sector.

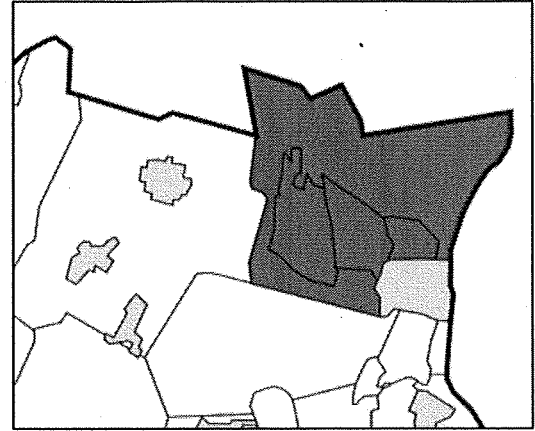
The following regional departments and county offices were contacted for an interview:

- Orange County Chamber of Commerce
- Orange County Department of Planning
- Orange County Partnership for Economic Development
- Orange County Office for the Aging
- Hudson Valley Pattern for Progress
- National Investment Center for Seniors Housing & Care (NIC)

Background

Town of Newburgh

The Town of Newburgh is located at the northeastern extremity of Orange County, the fastest growing of New York State's 62 counties, and the only County in New York which borders both the Hudson and Delaware Rivers. The Town of Newburgh is a county subdivision and contains the Hamlets of Balmville, Gardnertown, and Orange Lake. These hamlets are considered Census Designated Places (CDPs) and are individually tracked by the Census Bureau. The Town also surrounds on two sides the City of Newburgh, which is a *separate municipality*.



The Town of Newburgh is located approximately 60 miles north of New York City. The Town is 45 square miles and includes part of Stewart International Airport. The Town is strategically located at the junction of Interstate 84 and New York State Thruway Interstate 87. Other major arteries which cross the Town of Newburgh are New York State Highways 9W, 17K, 32, 52, and 300. State Highway 207 skirts the southeast corner of the Town.

What is an Active Adult Community?

Active adult communities focus on lifestyle preferences rather than health care services. The communities are a rapidly growing niche segment of the residential real estate market and outsized demand is expected over the next 10 years.

Active adult communities cater to empty nesters and retirees aged 55 and greater by providing a low-maintenance lifestyle within a resort-like setting that is often more affordable than conventional seniors housing alternatives. Typically, the average age in the communities is in the 70s, notwithstanding the 55-plus restriction labeling. Baby boomers view active adult communities as a viable alternative to traditional independent living options, which typically offer a continuum of services better suited for less active seniors who require a more detailed focus on health care, meals and housekeeping.

While amenities vary, they can include a fitness center, walking/jogging trails, parks, a clubhouse, pool, tennis courts and golf. Active adult communities also offer:

- Financial flexibility—After selling the family home, residents can rent at the communities without the typical homeowner expenses such as property taxes, mortgage interest and maintenance.
- Lifestyle-driven experience—The communities cater to older adults' desire for a social and healthy lifestyle by providing organized events, fitness and nutrition classes, arts and crafts programs and continuing education courses.

Consumer Profile

Residents choosing to live in adult communities share the following straight:

- The target Seniors age cohort is 65 to 82. Average age is 74/75.
- Single or widowed
- Retired, have a fixed, steady income, and are looking forward to enjoying the rest of their lives before requiring extra care services
- Move closer to their families
- Enjoy freedom and flexibility of renting
- Looking for affordability because they've been priced out of the market in active-adult communities
- Don't want to buy a house and would rather sell their home to use their home equity to travel or give to their kids
- Lost lots of equity during the housing crash and haven't forgotten the experience, so they would rather take their cash now and lease
- Love no being concerned with property values, homeowner's insurance, and property taxes

Active Adult and Senior Living Inventory

In total, there are an estimated 8,095 housing units specifically indicated for adults at or over the age of 55 that are not rent controlled in and around the Newburgh area, including independent living, active adult communities, and skilled nursing facilities. Most of these units – 6,197 – are designed for independent or active lifestyles and do not include comprehensive healthcare in addition to housing. Despite this prevalence of 55+ housing units, there are only a total of 612 apartment units in 55+ communities available in Orange County that are not income restricted.

Independent and Active Adult Facilities 55+

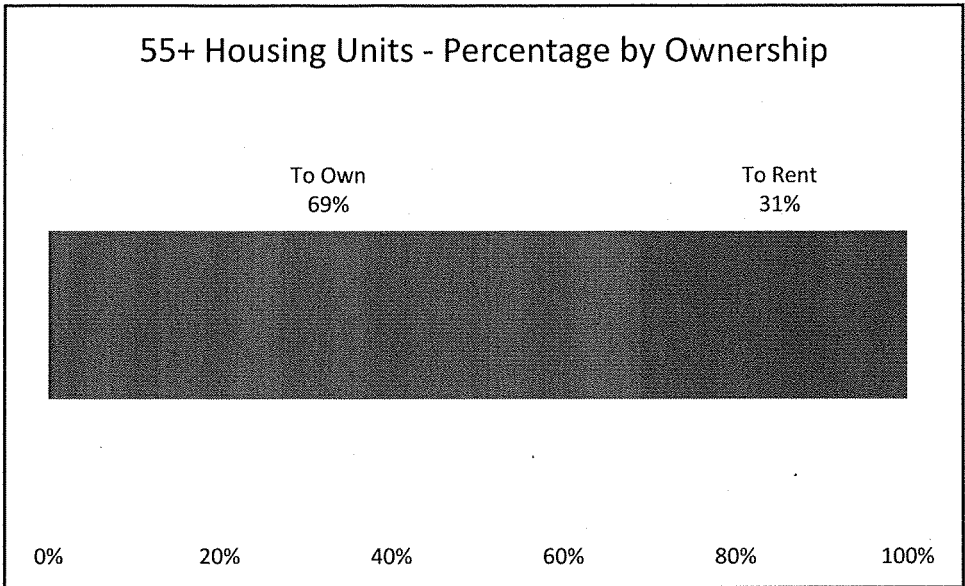
Community Name	County	Type	Units	Monthly Rent	Total Cost	Wait List
Blackburne Farm Townhomes	Orange	Single-Family	29		\$400,000 to \$500,000	YES
Bluestone Commons	Orange	Apartments	46	\$1,200 to \$1,900		YES
Christie Place	Westchester	Condominiums	42		\$800,000 to \$1,500,000	NO
Eden Park	Rockland	Single-Family	34		\$500,000 to \$700,000	YES
Farrell Communities at Gardnertown	Orange	Apartments	164	\$2,250 to \$2,325		NO
Glassbury Court at Hunterbrook	Westchester	Single-Family	90		\$500,000 to \$700,000	NO
Heritage Hills	Westchester	Single-Family Condominiums	2,600		\$350,000 to \$700,000	NO
Hudson Pointe Apartments	Orange	Apartments	85	\$1,600 to \$1,850		NO
Idlewild Creek Apartments	Orange	Apartments	215	\$1,599 to \$2,499		NO
Jefferson Village	Westchester	Condominiums	1,000		\$400,000	NO
Regency at Fishkill	Dutchess	Condominiums	164		\$250,000 to \$500,000	NO

Regency at Wappinger	Dutchess	Single-Family	225		\$500,000 to \$650,000	NO
Reserve at Lakeside	Orange	Apartments	102	\$2,101		NO
Stoneleigh Woods at Carmel	Putnam	Single-Family	68		\$400,000 to \$500,000	YES
The Hollows at Blue Hill	Rockland	Single-Family	126		\$500,000 to \$800,000	YES
The Residences at Butterfield	Putnam	Condominiums	49		\$500,000 to \$700,000	YES
The Retreat at Carmel	Putnam	Single-Family	101		\$700,000	NO
		Condominiums	211		\$400,000	NO
The Views at Pomona	Rockland	Condominiums	56		\$200,000 to \$500,000	YES
Trump Park Residences	Westchester	Condominiums	141		\$450,000 to \$600,000	YES
Villas at Seminary Hill	Putnam	Condominiums	50		\$200,000 to \$400,000	YES
Warwick Grove	Orange	Single-Family	192		\$600,000	NO
		Condominiums	23		\$400,000	YES
Wildflowers at Walkkill	Orange	Single-Family	283		\$440,000	YES
Wolfe Landing	Rockland	Single-Family	43		\$500,000 to \$700,000	NO
Woodcrest at Jacobs Hill	Westchester	Condominiums	58		\$200,000 to \$400,000	YES

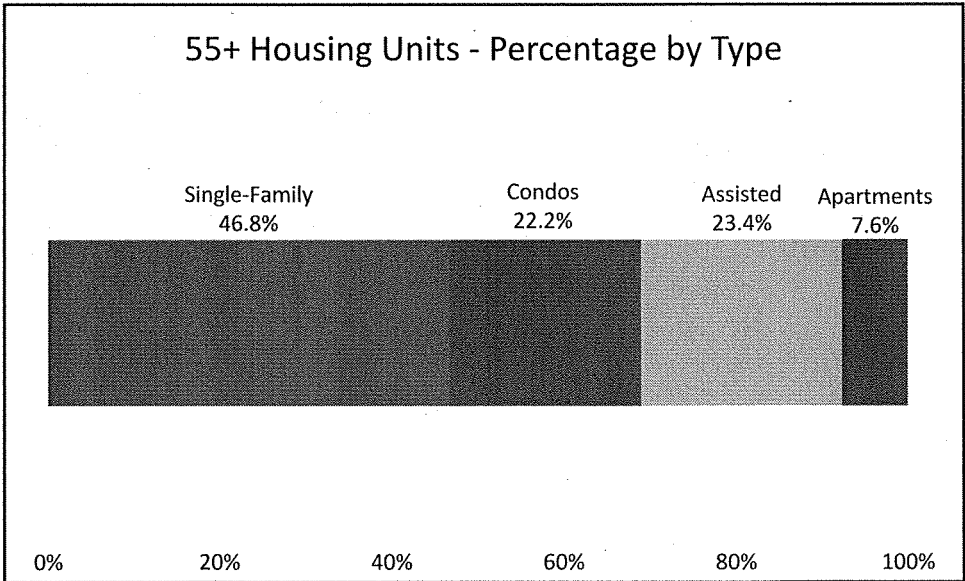
Assisted Living Facilities 55+

Community Name	Units	Monthly Rent
Braemar Living at Walkkill	200	\$4,250
Promenade at Middletown	115	\$3,250
The Eliot Erie Station	96	\$2,700
Glen Arden Inc.	216	\$4,200
The Sentinel of Port Jervis	160	\$2,500
Mt. Alverno Center	85	\$5,400
Hedgewood Home for Adults	192	\$3,270
Hope Gardens Respite and Long Term Care	245	\$4,977
New Windsor Country Inn	86	\$2,750
The W Senior Living at Goshen	120	
Carlucci Home	23	\$4,500
Valley View Center	360	\$3,250

The majority – 69% of 55+ housing is owned units, including condominiums and single-family homes. The remaining 31% of housing units are rentals, but these also include assisted living facilities, which may require a large down payment as an entrance fee. Assisted living facilities in Orange County can command entrance fees as high as \$400,000 per unit².



Single-family housing is the most prevalent in the 55+ communities, representing 46.8% of the area inventory. Condominiums and assisted living facilities account for 22.2% and 23.4% respectively, sharing a similar percentage of the inventory. Independent and active-adult apartments make up only 7% of the totality of 55+ housing units in and around the Newburgh area, presenting an area of opportunity and need.

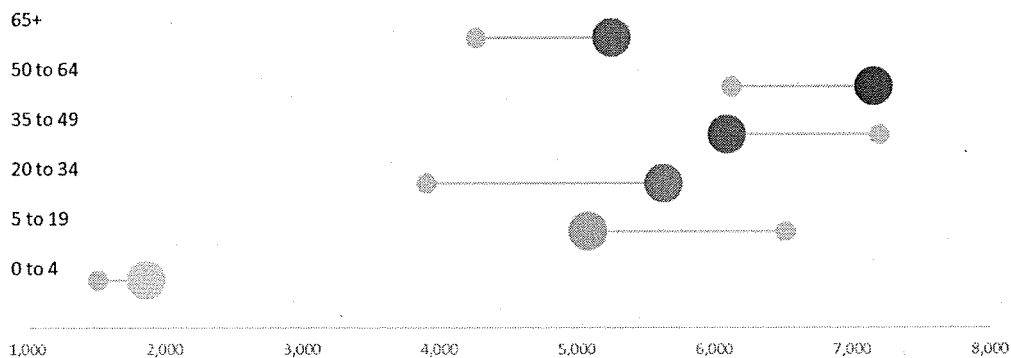


Demographics

Newburgh

The Town of Newburgh, or Newburgh Town according to the U.S. Census, has a population of 31,985, and its residents skew older. About 10,357 or 33.3% of the population is 55+ years old. The Town has a total of 12,406 housing units: 11,355 are occupied and 661 are vacant. 5,258 housing units are owner-occupied by 55+ year old individuals. 720 are renter-occupied housing units by 55+ year old individuals.

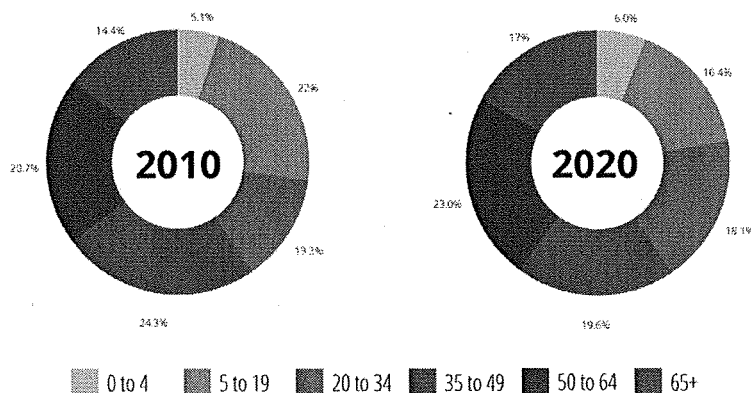
NEWBURGH POPULATION BY AGE



Among six age groups — 0 to 4, 5 to 19, 20 to 34, 35 to 49, 50 to 64, and 65 and older — the 20 to 34 group was the fastest growing between 2010 and 2020 with its population increasing 44%. The 5 to 19 age group declined the most, dropping 22% between 2010 and 2020.

Newburgh has also seen growth in children under the age of five. However, 35- to 49-year-olds and 5- to 19-year-olds have declined, indicating that established families are moving away from the town while those just starting are finding their place there. The population over the age of 50 is growing steadily at a rate of 16.3%. The population growth past 65 years is 23%, indicating that Newburgh residents are choosing to age in place.

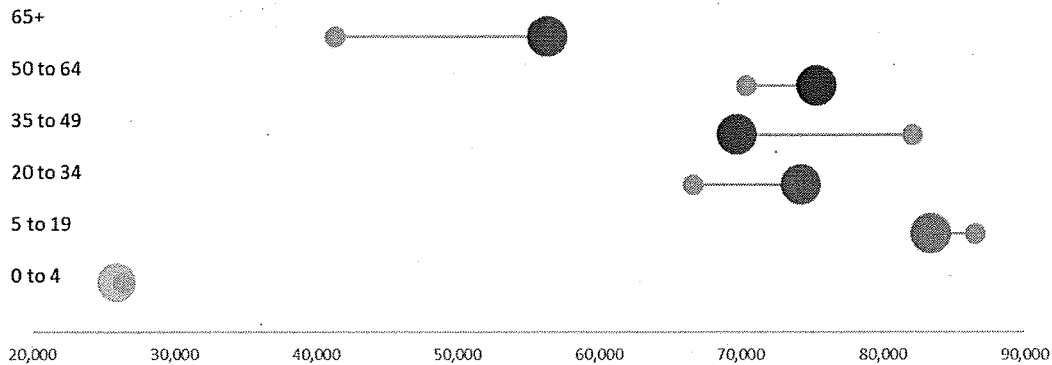
AGE MAKEUP OF NEWBURGH



Orange County, New York

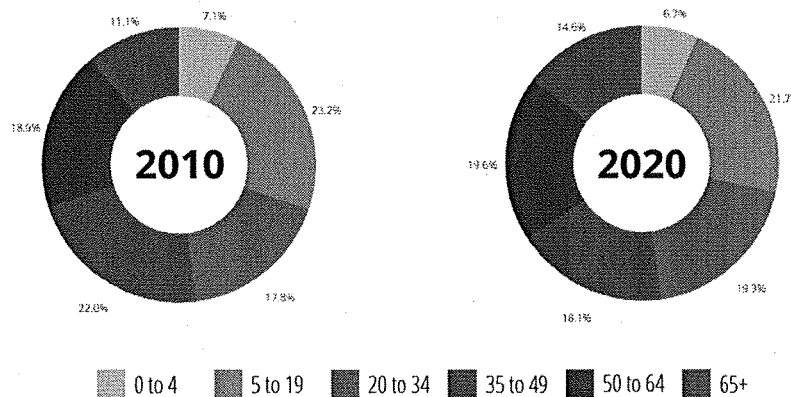
Orange County, New York according to the U.S. Census, has a population of 382,077, and its residents skew older. About 102,128 or 26.5% of the population is 55+ years old. The county has a total of 146,879 housing units: 135,746 are occupied and 11,133 are vacant. 45,990 housing units are owner-occupied by 55+ year old individuals. 14,535 are renter-occupied housing units by 55+ year old individuals.

ORANGE COUNTY POPULATION BY AGE



Among six age groups — 0 to 4, 5 to 19, 20 to 34, 35 to 49, 50 to 64, and 65 and older — the 65+ group was the fastest growing between 2010 and 2020 with its population increasing 36.4%. The 35 to 49 age group declined the most dropping 15.1% between 2010 and 2020. There was also growth in adults between the ages of 20 and 34. However, 35- to 49-year-olds and children of all ages have declined. The population over the age of 50 is growing steadily at a rate of 18%. The population growth past 65 years is 36%, indicating that Orange County residents are choosing to age in place.

AGE MAKEUP OF ORANGE COUNTY



According to the 2020 Decennial Census, Orange County's total population increased 7.6% since the last decennial census in 2010. The far northeast region of Orange County experienced a 17.2% population increase, displayed in the map below in bright green above Balmville. The map to the right of the county map is a closer look at the census tracts located in the northeast region.³



- Less than -3%
- -3% to 0%
- 3% to 6%
- 0% to 3%
- 9% to 12%
- 12% to 15%
- 15% to 18%
- More than 18%
- N/A

Hudson Valley

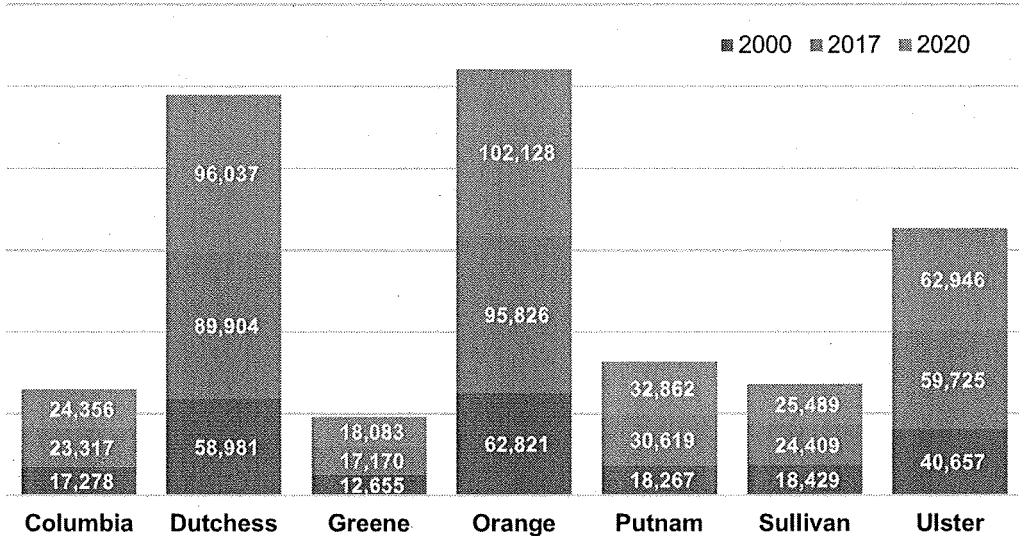
As the chart below shows, the population aged 55 and above has grown significantly in every Mid-Hudson Valley County since 2000. This trend is explained in large part by the baby boomer generation moving into older age cohorts. The baby boomer generation is typically defined as people born after World War II, between 1946 and 1964. Under this definition, people in the baby boomer generation in 2017 were aged 53 to 71.

Mid-Hudson Valley Population Aged 55+: 2000-2020

	2000		2017		2020		Change	
	Count	% of Total County Population	Count	% of Total County Population	Count	% of Total County Population	Count	% Change
Columbia	17,278	27%	23,317	38%	243,56	41%	7,078	29%
Dutchess	58,981	21%	89,904	30%	96,037	33%	37,056	39%
Greene	12,655	26%	17,170	36%	18,083	38%	5,428	30%
Orange	62,821	18%	95,826	25%	102,128	27%	39,307	38%
Putnam	18,267	19%	30,619	31%	32,862	33%	14,595	44%
Sullivan	18,429	25%	24,409	32%	25,489	34%	7,060	28%
Ulster	40,657	23%	59,725	33%	62,946	35%	22,289	35%
HV Total	229,088	21%	340,970	30%	361,901	34%	132,813	37%
NYS	4,136,339	22%	5,547,153	28%	5,806,129	30%	1,669,790	29%
US	59,266,437	21%	88,479,909	28%	94,464,256	29%	35,197,819	37%

The Mid-Hudson Valley has a higher percentage of people aged 55 and above (37%) than both New York State (29%) and the United States (37%). Among Mid-Hudson Valley counties in the study area, Columbia had the highest percentage of people aged 55 and above in 2020 (41%). Greene County was not far behind with the second largest percentage of county population aged 55 and above in 2020 (38%). Putnam County experienced the greatest percentage increase in people aged 55 and above, rising by 44% from 2000 to 2020. Orange County was not far behind at a 38% increase from 2000 to 2020.

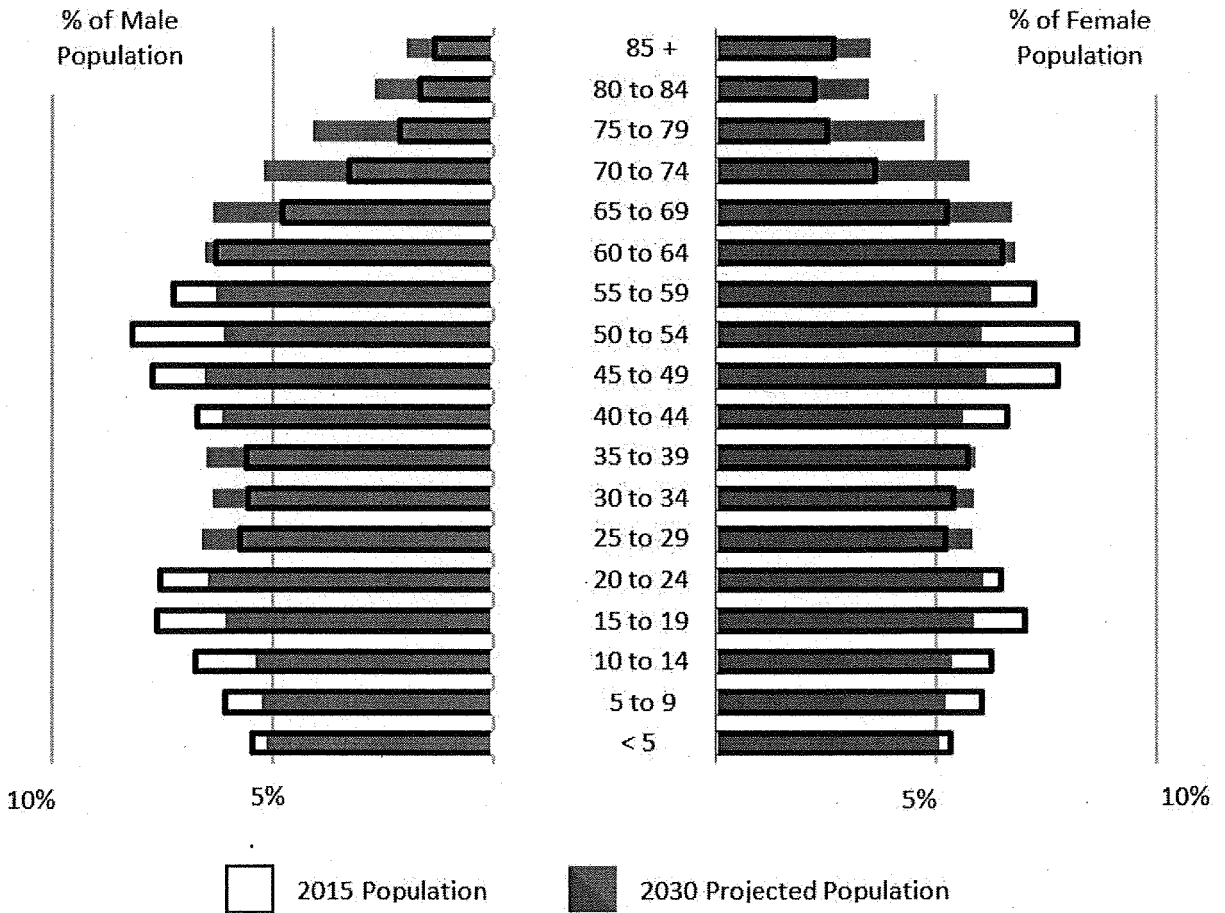
Hudson Valley Population Aged 55+: 2000-2020



Source: Census, 2020; American Community Survey, 2017; Census, 2020

The result of a projected continued population increase in the oldest age cohorts is clearly seen in the below age pyramid for the Mid-Hudson Valley. An age pyramid is a visual representation of the age distribution within a population. This age pyramid shows the 2015 population of the Mid-Hudson Valley compared to the 2030 population as projected by the Pattern for Progress model. Similar to the trend seen from 2000 to 2017, the population aged 55 and above is projected to make up an increasing share of total population. **By 2030, 35% of the Mid-Hudson Valley’s population is projected to be over 55. Currently it is 30%.**

Mid-Hudson Valley Age Pyramid 2015 vs. 2030 Projection⁴

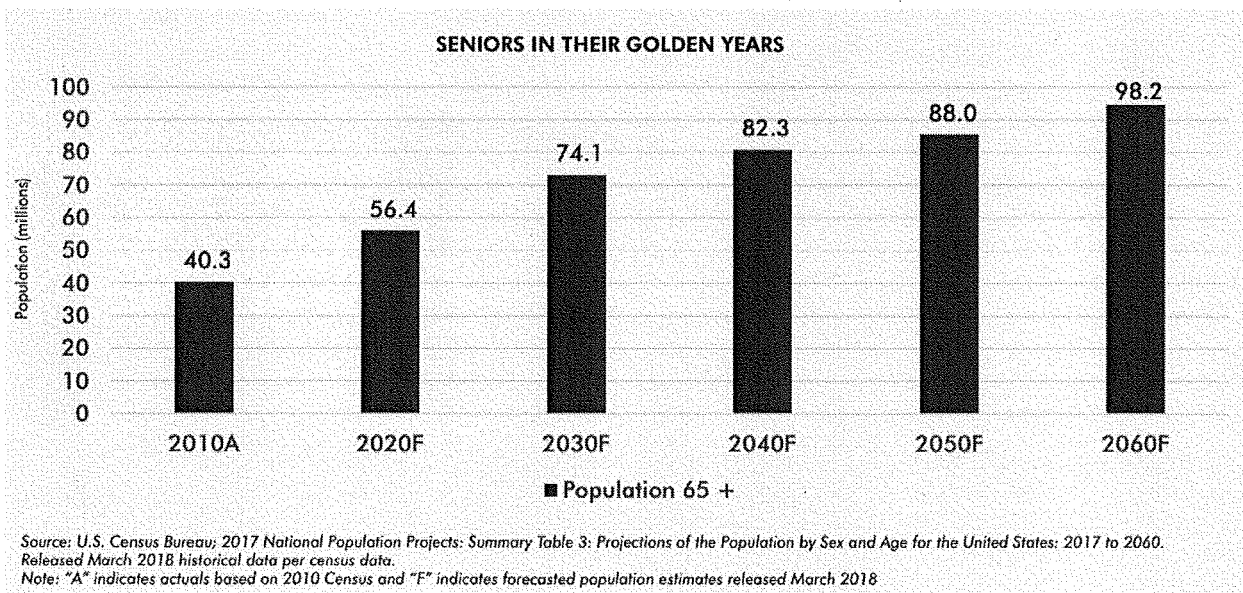


United States

The baby boomers (post-World War II babies) began turning 65 in 2011 and by 2030, the remainder will also reach age 65 and account for approximately 21% of the total United States population.

By 2050, the 65-plus age group is estimated to exceed 85.6 million, a more than 50% increase over its estimated 2020 population (56.1 million). The same figure for 85-plus group is even higher. By 2050, the 85-plus age group is estimated to exceed 18.5 million, a 177% increase over its estimated 2020 population (6.7 million). Additionally, by 2035 the 65-plus age group is estimated to be larger than the population under age 18. By 2035, there will be 78.0 million people 65 years and older compared to 76.7 million under the age of 18.⁵

One of the primary drivers in trends for the aging population is mortality rates. Survivorship rates have shown consistent improvement for many decades. In the United States in 1972, the average life expectancy of a 65-year-old was 15.2 years. By 2017, the most recent available data, this metric increased by 5.2 years to approximately 20.4 years. Additionally, it is estimated that about one out of every four 65-year-olds will live to be 90 years old, with one of every 10 expected to live past 95 years of age.⁶



Market Supply & Demand

Market Summary (2022 Q2)

The second quarter of 2022 marked a turning point in the U.S. housing market, as rising inflation, skyrocketing sales prices, and surging mortgage interest rates finally caught up to market participants. Mortgage rates exceeded expectations and hit a 14-year high in June, having jumped nearly 3% since January, while national existing-home sales prices topped \$400,000 for the first time ever. Buyer demand has cooled rapidly amid the rising costs of home ownership, as many Americans have lost mortgage eligibility or are now unable to afford a home in the current economic climate.

As market dynamics shift, talks of a housing correction have intensified. Although opinions are mixed on where the market is headed, many economists agree that the housing boom of the last two years has peaked. Mortgage applications are down considerably from this time last year, while undeterred buyers are having to pay significantly more per month to own a home. As a result, home sales continued to decline nationwide in Q2, largely returning to pre-pandemic levels, according to Lawrence Yun, Chief Economist at the National Association of REALTORS®. With demand moderating, housing supply has been improving in recent months, a sign the market is transitioning toward a more balanced market.

"Upward pressure on housing prices brings upward pressure on rent," says Jerry Howard, the chief executive officer of the National Association of Home Builders (NAHB). Many renters have opted to continue renting and wait out the housing market's inflated prices, but now many cannot afford to move elsewhere. According to data released in June from real estate brokerage company Redfin, rents have increased by double-digit percentages in the past year across the country due to limited rental availability.

The national rental vacancy rate is 5.8%, according to the U.S. Census Bureau. The average in the Northeast is 4.95%. A healthy rental vacancy rate typically hovers around 7 to 8%. Other economists recommend 5% for a healthy market. A rental vacancy rate of above 12% is considered high, and above 20% is considered hyper-vacancy.

Town of Newburgh

Supply & Demand

The Town of Newburgh combines the CDPs of Balmville, Gardnertown, Orange Lake, and the surrounding area. The data collected in this section does not reflect the City of Newburgh. The Town of Newburgh has a vacancy rate of 7.6% from a total of 12,406 units (11,745 occupied units and 661 vacant). The homeownership rate is 82.0%, and the median gross rent is \$1,612.

Balmville has a total of 1,200 occupied housing units with 83 vacant units. The homeownership rate is 83.3%. Balmville also has the lowest vacancy rate in the Town of Newburgh at 4.7% in 2020. The median gross rent is \$2,034.

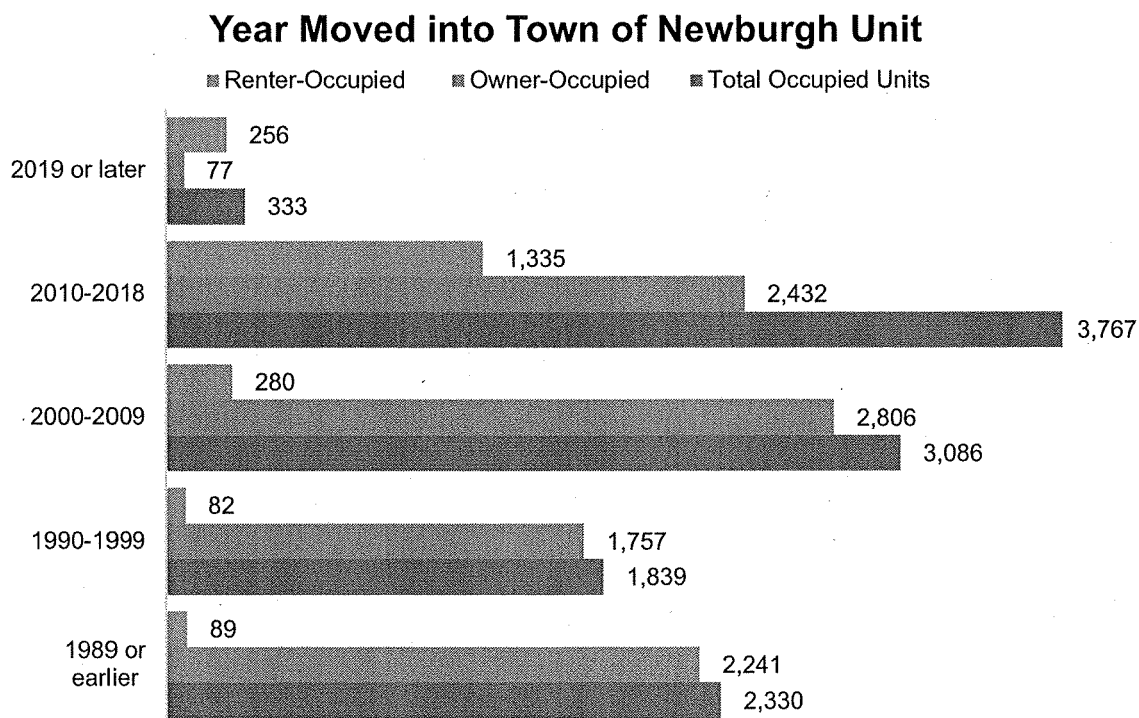
Gardnertown has a total of 1,618 occupied housing units with 118 vacant units. The homeownership rate is 78.8%. Gardnertown also has the lowest vacancy rate in the Town of Newburgh at 10.4% in 2020. The median gross rent is \$1,575.

Orange Lake has a total of 3,574 occupied housing units with 198 vacant units. The homeownership rate is 88.8%. Orange Lake also has the lowest vacancy rate in the Town of Newburgh at 5.3% in 2020. The median gross rent is \$1,538.

The chart below contains total figures of individuals who have moved into the Town of Newburgh for both owner-occupied and renter-occupied units. The data presented is in increments of 10 years between with the exception of the most recent data: 2019 or later. There is no further detailed data before 1989.

The period between 2010 and 2019 marked a spike in new residents for the Town of Newburgh at 3,767, an increase of 22% or 681 residents from 2000 to 2009. During the 2010 to 2019 period, owner-occupied units decreased 15% while new renter-occupied units increased 79%.

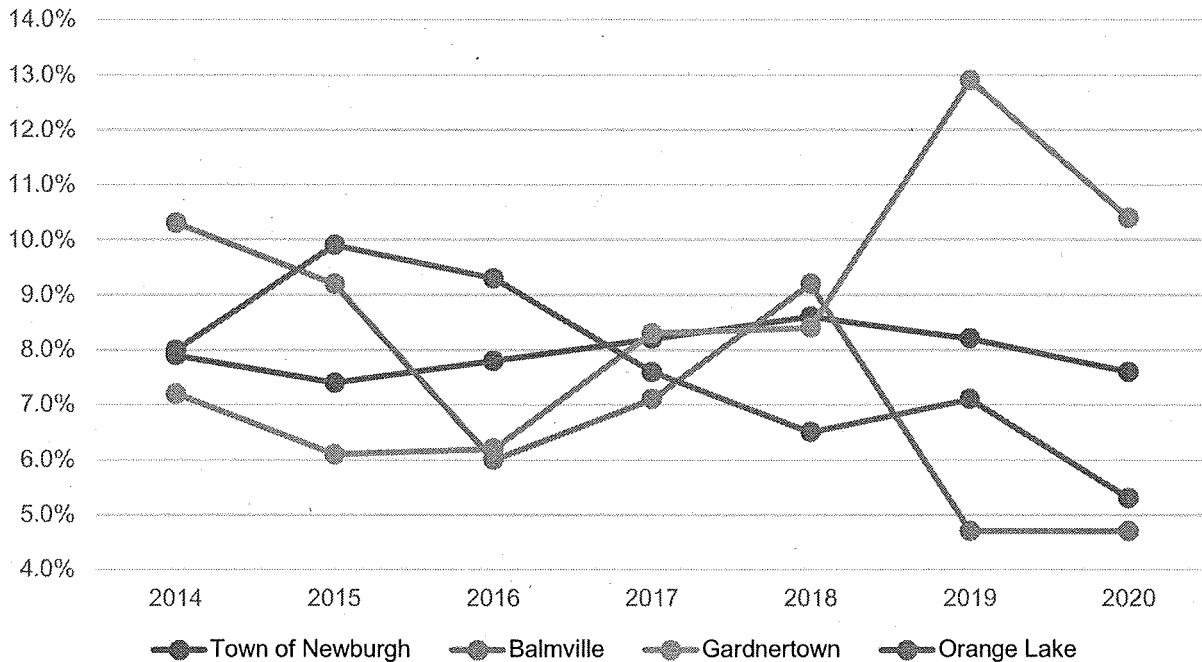
Data for 2019 or later is displaying a significant increase in renter-occupied movers versus owner-occupied movers. This data is limited to pre-pandemic numbers.



The chart below plots vacancy rates for the Town of Newburgh and its CDPs. The Town's total vacancy rate was 7.6% for 2020, Balmville was 4.7%, Gardnertown was 10.4%, and Orange Lake was 5.3%. In comparison, the vacancy rate in 2020 for Orange County was 9.6% and 5.8% for the United States.

Note, all four regions have experienced a decline in vacancy from 2019. Additionally, the Covid-19 pandemic's effects are not represented in the chart or yet by the Census Bureau. The market trends section examines the most recent developments for the Town of Newburgh.

Town of Newburgh and CDPs Vacancy Rate



Source: Census, 2020 ACS 5-Year Estimates Data Profiles

Orange County

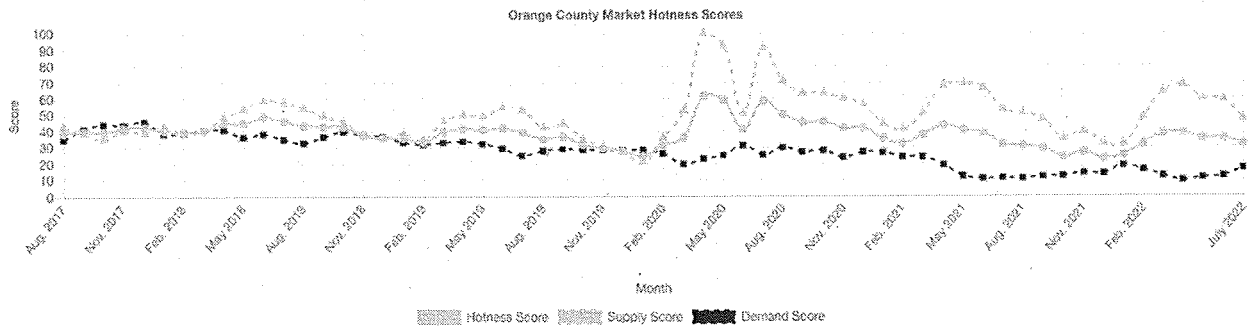
Supply & Demand

Orange County gained 28,497 people, or 7.6%, between 2010 and 2020, according to the 2020 Decennial Census. That number may actually be greater, considering the state of the real estate market in the county since the COVID pandemic shut down metropolitan areas and forced urban dwellers to consider less crowded conditions in the Hudson Valley. Most of the growth in the county occurred in the southern and eastern communities.

More precisely, between 2018 and 2019 the population of Orange County, NY grew from 381,951 to 384,940, a **0.783%** increase and its median household income grew from \$75,825 to \$84,458, a 11.4% increase.

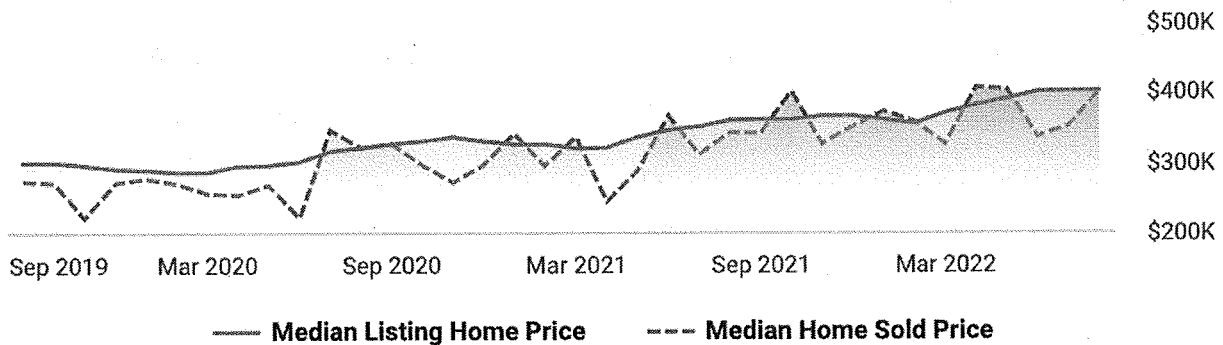
The most concentrated sections in the county are the Town of Palm Tree (32,954), Middletown (30,345) and Town of Walkill (30,486), the City of Newburgh (28,856), Town of Newburgh (31,985), and Town of New Windsor (27,805).⁷

The Times Herald-Record's database contains the latest available information about the real estate trends obtained from Realtor.com. It shows how hot each market is across the state, the number of recent sales, sales trends and a report on inventory trends locally, statewide and nationally. As of July 2022, Orange County's supply score is 46.92 compared to last year's score of 52.89. The County's demand score is 16.68 compared to last year's score of 10.72. Currently, the county is in a buyer's market with houses on the market at a median of 37 days.



In July 2022, the median listing home price in Orange County, NY was \$400K, trending up 11.4% year-over-year. The median listing home price per square foot was \$221. The median home sold price was \$398.8K. The sale-to-list price ratio was 104.94% which means homes in Orange County, NY sold for 4.94% above asking price on average in July 2022.⁸

Median Listing Home Price vs. Median Home Sold Price



Hudson Valley

Supply & Demand

In Putnam, Dutchess, Orange and Ulster counties, inventory is at new lows, with each county recording fewer than two months' worth of inventory at the conclusion of the first quarter of 2022, according to the Hudson Gateway Association of Realtors (HGAR). This means that if no new homes were listed for sale, the available homes on the market would sell out in less than two months.

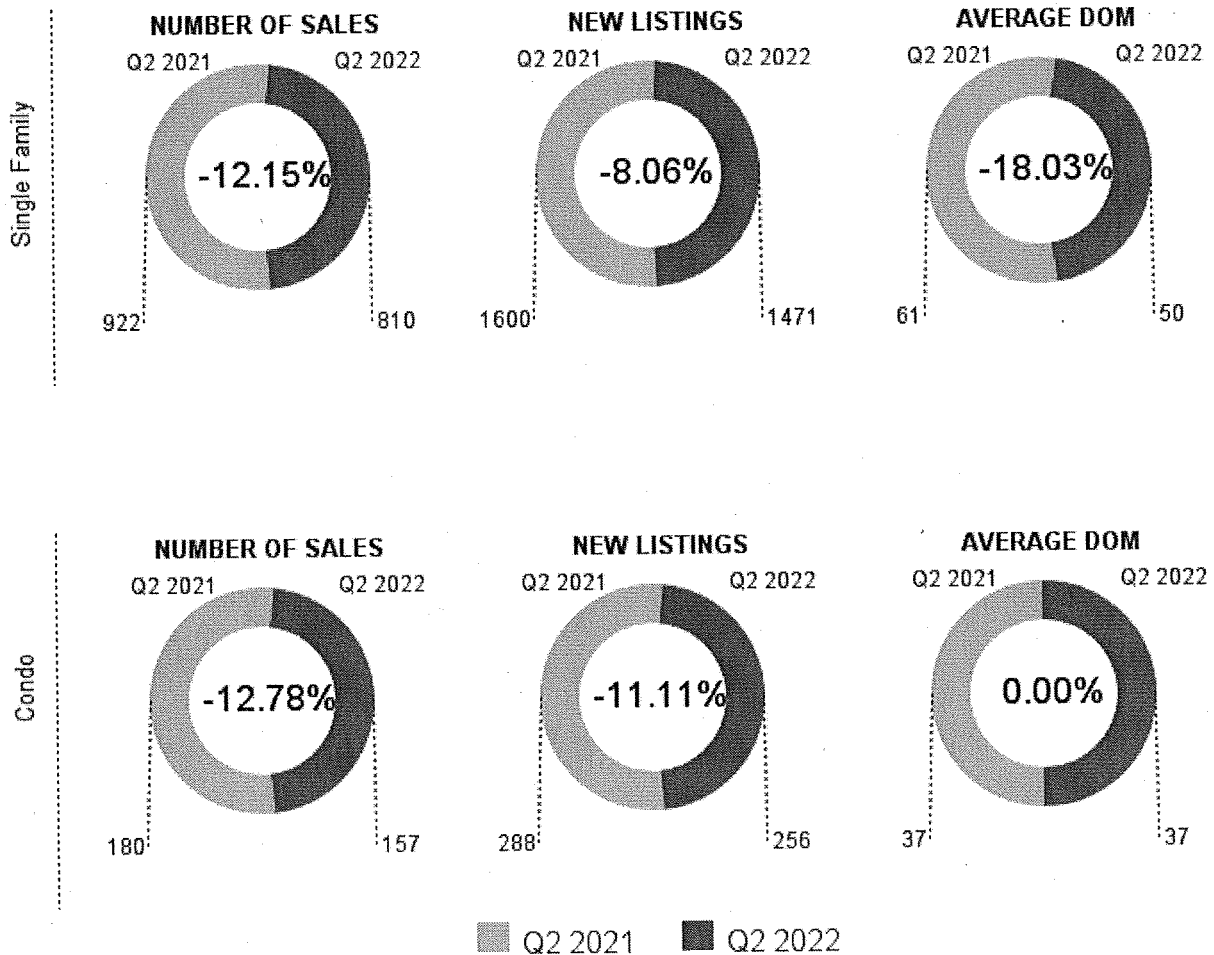
Residential sales in the first quarter of 2022 in Westchester, Putnam, Rockland, Orange, Sullivan, and the Bronx were down from the historic peaks of 2021 but still posted strong results when compared with 2019 and 2020.

Residential sales, which include single-family homes, condominiums, co-operatives and 2-4 family multi-family homes, decreased 11.6 percent in Rockland County – nearly twice as steep a decrease as 6.3 percent in Westchester County. But not as severe as a 28.1 percent drop in Putnam County, 14.7 percent in Orange County, and a 19.8 percent in Sullivan County in first quarter 2022 compared to same time last year, according to OneKey MLS, LLC.

Westchester, however, saw an increase in the number of condominium transactions which saw a 27.8 percent comparing 2022 sales to 2021 sales.⁹

The chart below provided by Coldwell Banker Village Green Realty in their Local Experts Quarterly: Real Estate Report for Orange County in Q2 2022. Sales for both single family and condos have decreased since this time last year. New listings have also decreased. However, the average days on the market have decreased from 61 in 2021 to 50 in 2022. Therefore, the market still favors the seller while it continues to balance out.

**Orange County | Q2 2022
Real Estate Snapshot – Change since last year¹⁰**



United States

Supply & Demand

The U.S. economy is facing a web of uncertainties, strains and unprecedented events. The U.S. Consumer Price Index is at its highest since November 1981, while wages lag far behind. As Consumer Packaged Goods companies and property owners make clear their intention to continue raising prices, home-buying demand is decreasing, even as the country faces an ongoing housing shortage. Thanks to rapidly increasing interest rates, many would-be buyers are opting out of the market, creating additional demand for rentals. However, renters are holding out for deals, choosing more affordable neighborhoods, bringing in roommates and even moving back in with parents to save money.

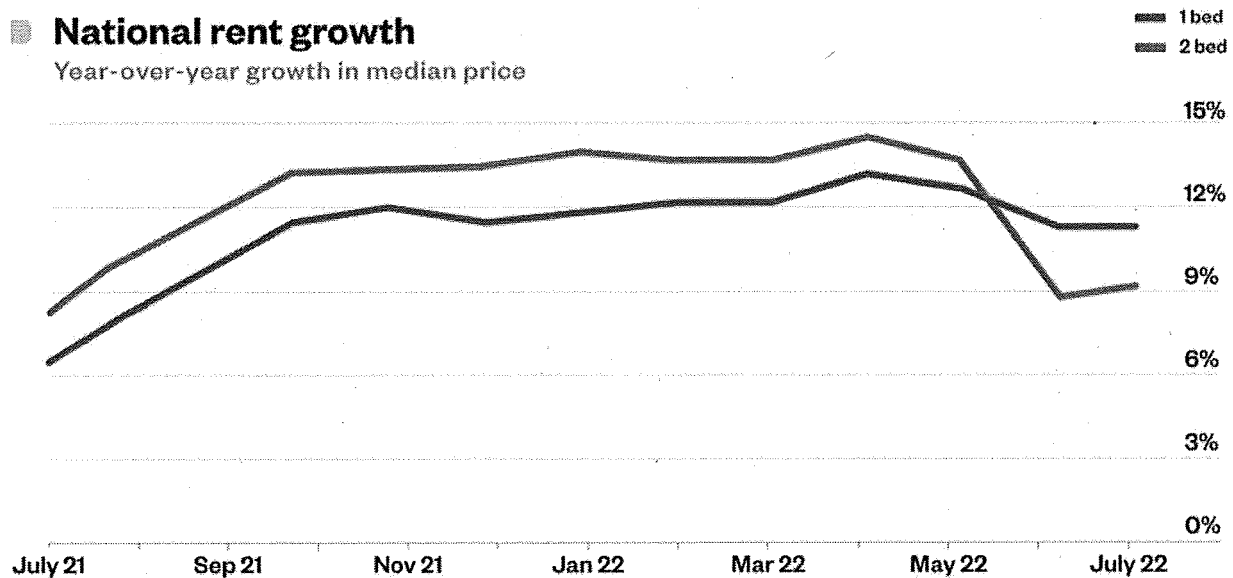
The Census Bureau identifies the national rental vacancy rate is at 5.8%. According to the National Multifamily Housing Council (NMHC), the U.S. needs to build 4.3 million more apartments by 2035 to meet the demand for rental housing. This includes 600,000 units (total) to fill the shortage from underbuilding after the 2008 financial crisis.

The NMHC reports that there has been an increase of 60% in the number of adults aged 45 or older renting in the last decade. Additionally, 20% of U.S. households are married couples with children, which reduces the demand for traditional homes.

Underproduction of housing has translated to higher housing costs – resulting in a decline of 4.7 million affordable apartments (monthly rents less than \$1,000) from 2015-2020. Zumper' July National Index shows a return to substantial price increases. Nationally, median one-bedroom rent is now \$1,450, representing a 2% increase over last month and an 11.3% year-over-year jump. July's two-bedroom median is \$1,750, a 2% increase month-over-month and 9.3% increase year-over-year.¹¹

■ National rent growth

Year-over-year growth in median price



Source: Zumper National Rent Report



Future Outlook

The US rental market is undersupplied, and since housing prices are reaching ever higher, more Americans will be forced to turn to renting. Most will believe their rental will be a short-term transition but without new construction seriously increasing pace, their tenancy might be much longer.

In the National Association of Realtors 2021 Home Buyer and Seller Generational Trends report, baby boomers are the largest share of sellers at 43%. When selling, Younger and Older Boomers trade for a home that has a difference of less than 100 square feet, essentially trading a similar sized home. Baby Boomers are selling to move closer to friends and family, due to retirement, or because their home is too large. Younger Boomers have owned their home typically 14 years before selling, while Older Boomers owned their home 16 years before selling.¹²

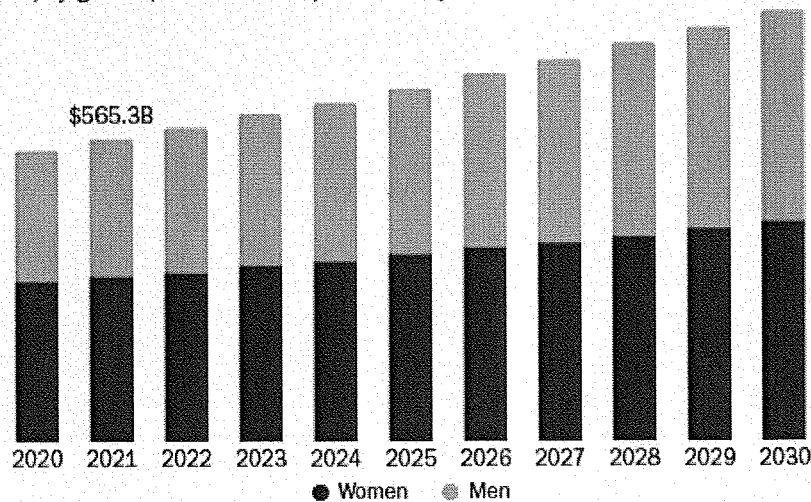
More seniors are turning to rental opportunities to downsize from their current homes, simplify their lives, and/or to move closer to their children and grandchildren. Within the U.S., the population of seniors 55+ is projected to grow 8% between 2020 to 2025 with a median income growth of 10% between the same years. By 2030, seniors 65+ will account for approximately 21% of the total United States population. By 2050, the 65-plus age group is estimated to exceed 85.6 million, a more than 50% increase over its estimated 2020 population (56.1 million).

The U.S. active adult (55+) community market size was valued at USD 565.3 billion in 2021 and is anticipated to expand at a compound annual growth rate (CAGR) of 4.01% from 2022 to 2030. Increasing demand from baby boomers, reduction in the stigma of retiring, and growing interest of investors in senior living facilities are driving the market.

The living preferences of baby boomers are changing, as this population wants to stay independent and lead an active lifestyle. Thus, post-retirement they prefer to relocate to communities that have residents with shared values and not senior living or assisted living facilities.¹³

U.S. Active Adult (55+) Community Market

size, by gender, 2020 - 2030 (USD Billion)



Work Cited

- ¹ <https://livablecommunities.aarpinternational.org/>
- ² <https://www.recordonline.com/story/news/2001/10/07/life-at-glen-arden-isn/51173953007/>
- ³ <https://data.recordonline.com/census/total-population/total-population-change/orange-county-new-york/050-36071/>
- ⁴ <https://www.hvoutofalignment.com/briefs/silver-tsunami>
- ⁵ https://www.cbre.us/-/media/cbre/countryunitedstates/media/files/services/senior-housing/activeadult_the-goldenerav2.pdf
- ⁶ Social Security Administration, Retirement & Survivors Benefits: Life Expectancy Calculator, 2019.
- ⁷ <https://www.chroniclenewspaper.com/news/local-news/orange-county-s-population-soars-DF1755234>
- ⁸ https://www.realtor.com/realestateandhomes-search/Orange-County_NY/overview
- ⁹ <https://rcbizjournal.com/2022/04/10/housing-market-finally-settling-but-rising-house-prices-continues-to-make-hudson-valley-unaffordable-for-many/>
- ¹⁰ <https://mce.cbprospectsquare.com/MCE/prj/cwb/links/qr/mtmain.asp?et=QR&ak=92997&makey=99426>
- ¹¹ <https://www.zumper.com/blog/rental-price-data/>
- ¹² <https://www.nar.realtor/sites/default/files/documents/2021-home-buyers-and-sellers-generational-trends-03-16-2021.pdf>
- ¹³ <https://www.grandviewresearch.com/industry-analysis/us-active-adult-community-market>

DRAFT: REV 2: 05/21/202207/20/2022

**CONTRACT FOR AMBULANCE
SERVICES 2023**

THIS AGREEMENT is made the ___ day of _____, 2022 by and between THE TOWN OF NEWBURGH, a municipal corporation of the State of New York, maintaining its offices at 1496 NYS Route 300, NEWBURGH, NY 12550, hereinafter referred to as the Town; and **TOWN OF NEWBURGH EMERGENCY MEDICAL SERVICES, INC.**, a not-for-profit corporation, maintaining its office at 97 SOUTH PLANK RD., NEWBURGH, NY 12550, hereinafter referred to as TONEMS.

WHEREAS, the Town has lawfully established an ambulance district within the Town of Newburgh, the boundaries of which are delineated and described in Exhibit "A" annexed hereto (the "District"); and

WHEREAS, upon the establishment of the District the Town Board is authorized to provide an emergency medical service, a general ambulance service or a combination of such services for the purpose of providing prehospital emergency medical treatment or transporting sick or injured persons found within the boundaries of the district to a hospital, clinic, sanatorium or other place for treatment of such illness or injury; and

WHEREAS, to that end, the Town Board is further authorized pursuant to the provisions of section 198 (10-f) of the Town Law to contract with an organization to supply, staff and equip emergency medical service or ambulance vehicles suitable or a combination thereof for such purposes and operate such vehicles for the furnishing of prehospital emergency services; and

WHEREAS, TONEMS is a not-for-profit corporation organized on a volunteer basis to provide rescue, first aid and ambulance services to sick or injured people in the Town of NEWBURGH and within the District; and

WHEREAS, TONEMS possesses and is able to supply ambulances, additional emergency medical service vehicles and equipment for the provision of such services to the District; and

WHEREAS, TONEMS is staffed with volunteers and professionals with sufficient training and experience for operation of ambulance vehicles and for the furnishing of pre-hospital emergency treatment services; and

WHEREAS, TONEMS holds all necessary New York State Department of Health operating certificates for Basic Life Support (BLS); and

WHEREAS, TONEMS is available to provide proper service to the residents of the Town within the District; and

WHEREAS, the Town is desirous of contracting for such ambulance service within the

District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. SERVICES PROVIDED BY TONEMS.

Commencing January 1, 2023, TONEMS shall provide pre-hospital emergency medical (BLS) services and ambulance service to a hospital or place of treatment to sick or injured persons found within the boundaries of the District in accordance with the provisions of this Agreement. The services shall be provided twenty-four hours per day, seven days per week. The services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services and all applicable laws, rules and regulations.

2. TRAINED AND CERTIFIED PERSONNEL, VEHICLES AND EQUIPMENT FOR SERVICES.

TONEMS shall provide the necessary personnel, vehicles and equipment to provide services to the District and warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the services. TONEMS further agrees that the services shall be provided (i) with an ambulance or ambulances and additional emergency service vehicles which meet(s) all applicable statutes, codes, rules and regulations, are inspected, operated, maintained and repaired in accordance with applicable provisions of law and are covered by the insurance required pursuant to Section 6 below and (ii) with all of the personnel, equipment and supplies required by the New York Public Health Law and the regulations promulgated by the New York State Department of Health (hereinafter "DOH"). TONEMS shall in the provision of its services comply with all its adopted policies and procedures, copies of which have been provided to Town.

3. CONSIDERATION FOR SERVICES

- A. In consideration of TONEMS providing ambulance and emergency medical services to the District, the Town covenants and agrees to pay TONEMS the sum of Three Hundred Eighty Five Thousand One Hundred and N0/100 DOLLARS (\$385,100.00) for the term, with payment to be made in installments in accordance with the schedule annexed hereto as Exhibit "B." TONEMS shall submit vouchers for payment in the form prescribed by the Town.
- B. Pursuant to Town Law Section 198[10-f][b)], the Town Board additionally authorizes TONEMS to collect charges for use of ambulance and emergency medical services provided pursuant to this Agreement in accordance with the Schedule of Charges established by the Town Board annexed hereto as Exhibit "C." TONEMS may apply from time to time to the Town Board during the term of this Agreement to approve the amendment to the Schedule of Charges, which approval shall be at the discretion of the Town Board. TONEMS shall maintain proper recordkeeping and accounting of the charges made and collected on behalf of the District in accordance with the rules and regulations annexed hereto as Exhibit "D." TONEMS is authorized to send copies of

bills for such charges to the insurance carriers of parties receiving services at the user's request. The Town acknowledges that a portion of the collected charges may be paid by TONEMS to other entities which provide Advance Life Support (ALS) services on calls when TONEMS determines such services are warranted.

4. MUTUAL AID.

5.

TONEMS shall be entitled to enter into "Mutual Aid" agreements with other emergency services as deemed necessary by TONEMS for the organized, coordinated, and cooperative reciprocal mobilization of personnel, equipment, services, or facilities for back-up or support upon request as required pursuant to a written mutual aid plan, provided it maintains sufficient personnel, vehicles and equipment to provide emergency services coverage of the District. TONEMS will honor existing Mutual Aid agreements as outlined in the appropriate county mutual aid plan(s) and TONEMS standard operating procedures. TONEMS shall maintain a Mutual Aid plan in accordance with the requirements of State EMS CODE (800.21p). TONEMS shall be solely responsible for any liability arising from the provision or receipt of Mutual Aid in accordance with the terms of the applicable Mutual Aid agreement and laws.

6. MAINTENANCE OF EQUIPMENT.

TONEMS shall keep its ambulances and other emergency vehicles in safe and state inspected operating condition at all times. Except for the transport of sick and injured persons from the District for treatment, "Mutual Aid" calls, and servicing and repairs, TONEMS shall maintain its rescue equipment and ambulances at premises located within the District. TONEMS shall additionally maintain 24-hour telephone and alarm service to answer emergency calls.

6. ATTIRE.

TONEMS agrees that all services shall be performed in a courteous and prompt manner and all on duty personnel shall be attired in clean and orderly uniforms.

7. INSURANCE AND INDEMNIFICATION.

A. TONEMS shall maintain at its own cost and expense:

- (i) a policy of commercial general liability insurance with \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate limits,
- (ii) a professional liability policy with \$1,000,000/\$2,000,000 limits,
- (iii) vehicle liability insurance with a policy limit of \$1,000,000 for each vehicle owned or leased by TONEMS and

- (iv) an excess liability policy providing coverage of Ten Million Dollars (\$10,000,000) per occurrence.

The Town its elected and appointed officials, employees, agents and representatives shall be named as additional insureds on each of said policies on a primary and noncontributory basis with waiver of subrogation. A complete copy of each insurance policy will be provided to the Town simultaneously with the execution of this Agreement along with the Declaration Page of each policy reflecting that the Town its elected and appointed officials, employees, agents and representatives are an additional insured and that there is a waiver of subrogation to all rights, claims, demands and causes of action arising out of or in connection with this Agreement against additional insureds. TONEMS shall take all steps necessary to ensure that such policy and policies shall not be changed or canceled until at least ten (10) days prior written notice has been given to the Town.

- B. Members of TONEMS who provide services on a volunteer basis will be covered by the statutory coverage under the Volunteer Ambulance Worker's Benefit Law (hereinafter "VAWBL") which insurance coverage shall be a District charge and paid by the Town in accordance with applicable provision of VAWBL. TONEMS shall provide such information and documentation regarding its volunteer members and claim events as may be required by the Town's worker's compensation benefit insurance carrier. TONEMS shall provide and pay at its own expense workers compensation insurance coverage for TONEMS employees.
- C. TONEMS agrees to defend, indemnify and hold harmless the Town and District, its officers, agents and/or employees of and from any and all suits, actions, causes of action, claims, judgments, damages and/or liability imposed or threatened to be imposed upon the Town, its officers, agents, and/or employees and the District arising from the acts or omissions of TONEMS, its officers, agents, volunteers and/or employees in the performance of this Agreement. This obligation to defend, indemnify and hold harmless shall survive any termination of this agreement.

8. **AUDIT, BUDGET AND REPORTING REQUIREMENTS**

- A. TONEMS shall authorize and provide to the Town within thirty days of completion an annual audit prepared by an independent auditor for the prior calendar year at the sole cost and expense of TONEMS. Said audit shall include an itemized statement of assets and liabilities. TONEMS shall additionally deliver to the Town Supervisor copies of its unaudited quarterly financial statements.
- B. Notwithstanding the period falling outside the term of this Agreement, TONEMS shall deliver to the Town Supervisor a proposed TONEMS balanced

budget for the following calendar year (2024) indicating the anticipated payment from the Town as part of TONEMS revenues on or before August 30, 2023, so that the Town can timely prepare a tentative budget for the District. TONEMS agrees to promptly and fully respond to questions from the Supervisor and other Town officials regarding the submitted budget. TONEMS acknowledges that the Town and its' special and improvement districts governed by the Town Board are subject to a real property tax levy limit as defined by New York State General Municipal Law Section 3-c and accordingly agrees that the budgeted increase in anticipated payment from the Town shall not exceed two (2%) percent without express written consent of the Town Board.

- C. TONEMS shall deliver to the Town Supervisor a written report, due no later than the 10th day of each month, indicating at least the following:
- (i) the number of emergencies in the District and outside the District to which TONEMS was dispatched during the prior month;
 - (ii) the number of emergencies to which TONEMS responded;
 - (iii) the number of mutual aid calls to which TONEMS responded;
 - (iv) the number of emergencies to which TONEMS did not respond, indicating also those emergencies missed due to TONEMS's involvement with another emergency, and indicating the name(s) of the ambulance squad or company which did respond to the emergency under a mutual aid arrangement and the amounts (if any) paid by TONEMS to such other squad or company for such mutual aid coverage;
 - (v) payments to vendors of services and materials in excess of \$3,000.00
- D. TONEMS shall on or before the 10th day of January, 2023 provide to the Supervisor a list of all TONEMS directors, officers, volunteer members and employees and a sub-list of authorized drivers of TONEMS vehicles, together with a list of any Vehicle and Traffic Law convictions or accidents involving those drivers during the past 24 months.
- E. TONEMS shall deliver to the Supervisor a copy of its Form 990 upon filing with the IRS.

10. MAINTENANCE AND INSPECTION OF RECORDS.

TONEMS shall maintain complete and accurate records of all calls and services rendered and a copy of such records, with the exception of Confidential Patient Care Reports and other documents which are required to remain confidential by law, shall be provided to the Town upon

request. TONEMS agrees to maintain the following records and to present them to the Supervisor on request:

- A. Copy of all employment contracts to which TONEMS is a party.
- B. All current certificates or certifications required by NYSDOH or other Federal or State agencies.
- C. Copy of generic annual work schedule detailing both paid and volunteer staff.
- D. List of TONEMS Board of Directors showing office held and both work and home contact information.
- E. List of current members of TONEMS (including line officers) which shall also reflect resignations.
- F. Copy of the TONEMS adopted conflict of interest policy and filed disclosure statements pertaining to any "interested parties" transactions.
- G. Copy of TONEMS whistleblower policy.

11. BILLING SERVICES.

The Town authorizes the TONEMS to engage a responsible person or service ~~approved by the Town Board~~ to provide billing services and enable the TONEMS to maintain an efficient process for statements rendered. The Town shall be entitled to review copies of the reports of the billing service.

12. COVERAGE AT TOWN EVENTS.

TONEMS agrees that as a community-based organization, from time to time it will provide standby service without charge for Town/community events (parades, sporting events, etc.) at the TOWN's reasonable request. Such request shall be submitted by the Town to TONEMS at least 30 days in advance of the event. Such standby service will not affect any billing associated with actual ambulance or pre-hospital emergency care in association with attendance at such events.

13. TERM.

This Agreement shall cover a period of one year, to commence as of January 1, 2023 and to conclude on December 31, 2023. Unless either party shall give to the other party at least thirty (30) days advance written notice of its intention not to renew the agreement, this agreement shall automatically be extended on a month to month basis commencing on January 1, 2024 on the same terms and conditions as set forth herein, except the payment set forth in Subsection 3A above shall be prorated to a monthly amount of THIRTY TWO THOSAND NINETY ONE and 67/100 DOLLARS (\$32,091.67), which amount shall be payable on or before the 15th day of

each month of the extended term. During the term extensions, either party may give to the other party written notice of termination at least 30 days in advance of the 1st day of the next succeeding month, in which event the Agreement shall terminate at midnight of the day preceding that 1st day of the month so noticed. At the conclusion of the term or extended term, as the case may be, unless this Agreement is renewed, neither party shall have any further obligation to the other, but this shall not relieve a party from concluding obligations which were incurred or accrued prior to the end of the term.

14. TERMINATION.

This Agreement may be terminated, for cause, by either party by providing sixty (60) day written notice to the other party.

15. MEETINGS.

The parties agree that the Town Supervisor and TONEMS Executive Director, or their designees, will meet as reasonably requested by the other party upon sufficient advance written notice regarding matters pertaining to the performance of this Agreement.

16. NO ASSIGNMENT.

Neither party may assign this Agreement nor shall either party assign any of its obligation, unless already covered in this Agreement, to perform hereunder, it being the understanding and agreement between parties that this Agreement and the services and other obligations to be performed hereunder constitutes a contract with the municipal government for specialized services.

17. NOTICES.

Any notices required to be given to parties pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed to the Supervisor of the Town of NEWBURGH and the President of TONEMS, respectively, at the mailing addresses set forth at the beginning of this Agreement.

18. COMPLIANCE WITH LAWS.

This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of ambulance services in the State of New York and shall be governed by the laws of the State of New York. TONEMS warrants that it will comply with all statutory requirements for the operation and the maintenance of its equipment, membership qualifications and certifications and other professional requirements associated with the provisions of ambulance and prehospital emergency care.

19. INVALIDITY OF PROVISION.

If any provision of this Agreement or the application of any provision hereof to any person or

circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

20. MODIFICATION OF AGREEMENT.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

21. HEADINGS.

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

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

TOWN OF NEWBURGH

**TOWN SUPERVISOR
GILBERT J. PIAQUADIO**

**TOWN OF NEWBURGH
EMS**

**EXECUTIVE DIRECTOR
GEORGE C NAPOLITANO**

EXHIBIT A

BOUNDARIES OF TOWN OF NEWBURGH

AMBULANCE DISTRICT

Beginning at a point which is the intersection of the City of Newburgh-City Line/Town of Newburgh and Town of New Windsor Town lines hence, in a westerly direction following the Town New Windsor/ Town of Newburgh Town lines to a point being the intersection of the Town of Newburgh/Town of New Windsor/Town of Montgomery Town line hence, in a generally northerly direction along the common town lines of the Town of Newburgh/ Town of Montgomery to a point hence, westerly along the Town of Newburgh/ Town of Montgomery Town line to a point hence, continuing in a generally northerly direction along the Town of Newburgh/Town of Montgomery Town line a point being the intersection of the Town of Newburgh/ Town of Shawangunk/Town of Montgomery Town lines continuing in a generally northerly direction along the Town of Newburgh/ Town of Shawangunk Town line to a point in the center line of NYS Route 300. Hence, continuing in a generally southerly then easterly direction along the center line of NYS Route 300 to a point in the center of the intersection of NYS Route 300 and Quaker Street hence, in a northerly direction along the center line of Quaker Street to a point in the center of the intersection of Quaker Street and to Mill Street. Continuing in a generally easterly direction along the center line of Mill Street to a point in the center line of the intersection of NYS Route 32 and Mill Street. Hence, continuing in a northerly direction to a point in the center line of NYS Route 32 and East Road. Hence, continuing in a generally easterly direction to a point being the Town line with the Town of Newburgh/ Town of Plattekill and hence, in a generally southerly direction to a point being the intersection of the Town line of the Town of Newburgh and Town of Plattekill. Hence, in an easterly direction to the intersection of the Town of Marlborough/ Town of Plattekill / Town of Newburgh Town line continuing in an easterly direction along the common Town boundaries of the Town of Marlborough and the Town of Newburgh to a point in the Hudson River. This point being the Orange County/Ulster County/ Dutchess County boundary. Hence, in a generally southerly direction within the Hudson River following the Orange County/ Dutchess County County lines to a point at the intersection of the City of Newburgh City boundary and the Town of Newburgh Town line located within the Hudson River. Hence, generally in a westerly direction along the boundary of the City of Newburgh and the Town of Newburgh to a point hence, continuing in a generally southerly direction along the Town of Newburgh/City of Newburgh municipal boundary to the point of beginning.

Said boundary describes the limits of the Town of Newburgh excluding properties within the Plattekill Fire District. Said limits are depicted on a map prepared by MHE Engineering dated 9 February 2022 entitled Town of Newburgh Ambulance District.

EXHIBIT 'B'
SCHEDULE OF INSTALLMENT PAYMENTS TO TONEMS

Payment Dates: Amounts:	Installment
April 1, 2023	\$96,275.00
July 1, 2023	\$96,275.00
October 1, 2023	\$96,275.00
December 1, 2023	\$96,275.00

EXHIBIT 'C'

**TOWN APPROVED
SCHEDULE OF CHARGES
FOR
AMBULANCE/ EMERGENCY MEDICAL SERVICES
FOR THE TOWN OF NEWBURGH AMBULANCE DISTRICT**

EXHIBIT 'D'

**RULES AND REGULATIONS
FOR RECORDKEEPING AND ACCOUNTING OF
CHARGES FOR SERVICES
OF THE TOWN OF NEWBURGH AMBLANCE DISTRICT**

Adopted __/__/2022

Effective: 1/1/2023

Billing and its accounting shall comply with the Department of Health (DOH) Bureau of Emergency Medical Services (BEMS) as well as applicable Medicaid program policies, rules, and regulations, including the standards set forth in Article 30 of the Public Health Law (PHL), which governs emergency medical services and Title 18 of the New York Code of Rules and Regulations (NYCRR) 5505.10, which governs Medicaid-funded transportation services. Any billing agent must be enrolled in Medicaid as a "Service Bureau" (18 NYCRR 504.9(g)).

Annexed hereto as Appendix A are the procedures TONEMS has adopted to enforce collection of unpaid bills for ambulance services, which include at minimum the sending of delinquency notices and additional reasonable, cost effective measures to obtain payment on unpaid accounts. Said steps must be included in any contract between TONEMS and a billing agent.

The Town shall have access to daily activity logs and billing records to ensure that the billings are accurate and that collection process is effective, subject to the redaction of protected health information.

~~The Town shall have access to TONEMS shall require the billing agent to forward electronic copies of all bills sent by the billing, subject to the redaction of protected health information, agent to be forwarded to the Town on a monthly basis to ensure that the billing rates are those established by the Town Board.~~

~~The Town shall have access to TONEMS shall require the billing agent provide monthly reports of delinquency notices sent and other collection efforts made with respect to unpaid accounts, including referral to a collection agency of the accounts for those patients who received insurance payments directly but failed to make payment.~~

Exclusions: The following patients/circumstances will not be billed:

- 1) Patients who do not require ambulance transportation to the hospital.
- 2) Patients that refuse treatment or transportation.

Financial Assistance Policy

The Town has adopted the Ambulance Billing Financial Assistance Policy substantially in the form annexed hereto as Appendix B to assure that billing for services rendered pursuant to this contract does not create a barrier that deters those needing emergency medical services from calling for help and to further assure that payment for billable ambulance services shall not become a financial hardship for those with limited incomes. ~~The Town reserves the right to amend~~ The Financial Assistance Policy may be amended from time to time upon the mutual consent of TONEMS and at the sole discretion of the Town Board. TONEMS and the billing agent shall adhere to such policy and if required by the Town, ~~copies of the policy shall be enclosed with each bill forwarded by the billing agent.~~

Recordkeeping:

Records shall be maintained in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996.

Disposition of billing records shall be in accordance with the governmental records retention and disposition schedule applicable to the Town of Newburgh, *8 NYCRR, Section 185.11, or such other applicable governmental regulations as may be more stringent*

Records that are the subject of internal or external audits, or requests made by the Town, state and/or federal regulatory agencies or law enforcement authorities, shall be retained in a manner consistent with these rules and regulations. In all cases, such records shall, at a minimum, be maintained until the Town receives the corresponding audit report or the basis for the request has been appropriately addressed.

If it is reasonably anticipated that a claim may be made under either the State False Claims Act or the Federal False Claims Act against the Town, District or any officer, employee or agent, the Town Supervisor shall be consulted prior to the disposal of any records that are reasonably likely to be relevant.

TONEMS shall establish and maintain disciplinary and mandatory reporting policies for TONEMS employees, contractors and volunteers pertaining to tampering and falsification of records

TONEMS shall immediately address and reconcile any falsification and/or tampering of a record that results in the submission of a false claim or the receipt of an overpayment.

Claims:

If it is reasonably anticipated that a claim may be made under either the State False Claims Act or the Federal False Claims Act against the Town, District or TONEMS or their respective officers, employees or agents, TONEMS shall consult with the attorney for the Town prior to the disposal of records that are reasonably likely to be relevant. Records that are the subject of internal or external audits, or requests made by town, state and/or federal regulatory agencies or law enforcement authorities, shall be retained in a manner consistent with these rules and regulations. In all cases, such records shall, at a minimum, be maintained until the Town receives the corresponding audit report or the basis for the request has been appropriately addressed.

All routine record destruction practices shall be immediately suspended with regard to any record under any of the following circumstances: (i) a memorandum (or other writing), directive or other request, whether written or oral, issued by an attorney for the Town (or outside Counsel retained by the Town or its insurer) directing the preservation of specified records in their current format, as of the date of the notice, and to suspend routine record destruction practices ("Legal Hold", which is often referred to in as a "Litigation Hold/Preservation Notice"), initiating a Legal Hold for the purpose of complying with a legal obligation; (ii) A memorandum (or other writing), directive or other request, whether written or oral, issued by the Town, directing preservation of specified records in their current format, as of the date of the request, and to suspend routine record destruction practices during the pendency of an investigation, review, and/or audit being performed (hereinafter referred to as an "Investigatory Hold"); (iii) notification of service of a subpoena issued by any court, attorney, law enforcement agency or a regulatory body; (iv) notification of service of an order of any court for the preservation of specific documents; (v) notice of service of a summons and complaint in a matter to which particular records may have bearing.

EXHIBIT D
APPENDIX "A"

TONEMS BILLING COLLECTION POLICY

EXHIBIT D
APPENDIX "B"

TOWN OF NEWBURGH

AMBULANCE BILLING FINANCIAL ASSISTANCE POLICY

Adopted ___/___/2022
Effective: 1/1/2023

Purpose

The purpose of the Financial Assistance Policy is to assure that billing for services of the Town of Newburgh Ambulance District does not create a barrier that deters those needing emergency medical services from calling for help and to further assure that payment for billable emergency medical services shall not become a financial hardship for those with limited incomes or resources.

Policy

It is the policy of the Town of Newburgh to offer financial assistance to patients in the Town of Newburgh Ambulance District who are billed for their share of ambulance transport and treatment and have household income less than 300% of the Federal Poverty Income Guidelines.

Eligibility

Patients with household incomes less than 300% of the Federal Poverty Income Guideline are eligible to have up to 100% of their share of the ambulance bill waived. The Chart in *Appendix I* shall be updated annually to reflect the Federal Poverty Income Guideline.

For patients who are able to pay for their care over time, no-interest payment plans can be arranged.

Procedures

1. Upon request or inquiry, a copy of this policy and an application for requesting financial assistance with ambulance bills will be forwarded by the ambulance service provider or its billing service.
2. A signed application submitted by the patient or responsible party as to their eligibility for financial assistance shall be required. Significant changes to the form of statement must be made by resolution of the Town Board.

3. Patients who believe they may be eligible to have their share of the cost reduced or waived after reviewing the financial eligibility guidelines may submit their application to the ambulance service provider or billing service and such other supporting materials as they are able to provide.
4. The Town of Newburgh authorizes _____ or his/her designee to review applications for Assistance. _____ or his/her designee is authorized to waive up to 100% of the patient's share of ambulance charges for those who have submitted signed applications indicating that their household income is below 300% of the Federal Poverty Income Guideline or demonstrate other financial hardships. Submitted applications shall be forwarded by the ambulance service provider or billing service to _____ or his/her designee for consideration.
5. The _____ or his/her designee shall communicate its decisions in writing to the patient and shall forward copies of the written decisions to the Town Supervisor and the ambulance service provider and/or its billing agent. Applications shall be filed in a confidential file. The Town shall have the right to examine the files at any time upon reasonable notice.
6. The Town of Newburgh also authorizes the ambulance service provider or its billing agent to arrange reasonable no interest payment plans by patients who can pay their fees over time without the need for submission of an application.
7. Once the account is settled any confidential information shared as part of verifying household income will be shredded.

_____ or his/her designee shall submit an annual report for the Town Board that includes the actions taken on all applications for assistance.



SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Settlement Agreement") is made this ___ day of September, 2022 by and among the Town of Newburgh, New York (the "Town") and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. ("Charter").

RECITALS

WHEREAS, Charter operates a cable system in the Town and pays franchise fees pursuant to a franchise agreement between the parties (hereafter, the "Franchise" or the "Franchise Agreement", as applicable or as the context of this Settlement Agreement so requires or admits);

WHEREAS, the Town conducted an audit of the franchise fee payments made by Charter for the period from January 1, 2015 through December 31, 2021 (the "Audit Period") and concluded that Charter underpaid franchise fees for the Audit Period. Charter disputed the claim and arrived at a different conclusion than the Town;

WHEREAS, Charter agrees to submit payment to the Town in the amount of six thousand four hundred dollars (\$6,400) to forever settle past claims on franchise fees due the Town for the Audit Period;

WHEREAS, the Town and Charter now desire to conclude, settle, release and discharge once and forever, all rights, claims, causes of actions, liabilities, disputes and demands relating to franchise fees paid, calculable, or due during the Audit Period;

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and obligations hereinafter set forth, and for good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Settlement Agreement hereto agree as follows:

AGREEMENT

1. SETTLEMENT AMOUNT

The Town and Charter have agreed that Charter shall submit payment to the Town in the amount of six thousand four hundred dollars (\$6,400) in full settlement of past claims on franchise fees for the Audit Period. Charter agrees to pay this amount to the Town within sixty (60) days after receipt of the executed Settlement Agreement from the Town. It is expressly

understood and agreed that the Settlement Amount represents full and complete satisfaction and compromise of any and all claims, actions, causes of action, controversies, demands, damages, debts, agreements, obligations, liabilities, interest, liens, expenses, costs, attorneys' fees and demands of any kind or nature, known or unknown, arising out of or in any way related to: (i) the Town's past claims on franchise fees due the Town during the Audit Period; and (ii) any claim, known or unknown, by Charter relating to the Franchise or franchise fees due or payable during the Audit Period, including any defenses or offsets thereto. Notwithstanding any provision of this Settlement Agreement, the parties hereby acknowledge and agree that any franchise fee payment made pursuant to the Franchise may be recovered by Charter from subscribers in accordance with the Franchise Agreement, if so permitted, or pursuant to the NYS Public Service Commission's Rules and requirements pertaining to the same.

2. RELEASE OF CLAIMS

For the consideration set forth in this Settlement Agreement, each party hereto does hereby release and forever discharge the other party, and its parents, subsidiaries, related affiliates and their respective officers, directors, shareholders, owners, partners, employees, agents, contractors, representatives, predecessors, successors, assigns, insurers and attorneys, and each of them, from any and all claims, demands, actions, causes of action, liabilities, obligations, losses, accounts, debts, damages, judgments, costs, interest, expenses, attorney's fees and demands of any kind or nature, known or unknown, arising out of or in any way related to franchise fees due, arising, or claimed as due or not due during the Audit Period.

3. VOLUNTARY AGREEMENT

This Settlement Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Settlement Agreement. It is understood and agreed by the Town and Charter that nothing herein shall be deemed to be an admission of liability by Charter with respect to the matter of this Settlement Agreement.

4. AUTHORITY AND BINDING EFFECT

The Town and Charter represent and warrant to the other that each has the legal right, power and authority to enter into this Settlement Agreement and to perform its obligations

hereunder. This Settlement Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. The parties for themselves and their respective successors and assigns agree to join in or execute any instruments and to do any other act or thing necessary or proper to carry into effect this or any part of this Settlement Agreement.

5. ENTIRE AGREEMENT

This Settlement Agreement sets forth the entire agreement between the Town and Charter relating to the subject matter of this Settlement Agreement.

6. GOVERNING LAW

This Settlement Agreement, and any controversies arising hereunder, shall be interpreted in accordance with the laws of the State of New York, and adjudicated in a state or federal court of competent jurisdiction located in the State of New York.

7. CONFIDENTIALITY

The existence, nature, terms and conditions of this Settlement Agreement are confidential and shall not be disclosed by either party in any manner or form, directly or indirectly, to any person or entity under any circumstances, unless required by court order or applicable law.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

Town of Newburgh, New York

Spectrum Northeast, LLC

By: Charter Communications, Inc., Its Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

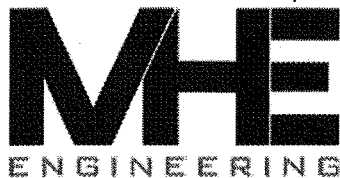
Title: _____

Sworn before me in the Town of Newburgh, New York of _____, this ___ day of _____, 2022.

My Commission Expires: _____

Notary Public

#12A



14 September 2022

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: Gilbert Piaquadio, Town Supervisor

SUBJECT: Poppy Lane Amended Subdivision (PB# 2021-26)
Private Road Constuction Security Cost Estimate & Off Site Drainage Improvement Cost Estimate

Dear Supervisor Piaquadio and Town Board Members,

The applicant's engineer, Engineering & Surveying Properties, has submitted two estimates of probable construction cost for improvements required to develop a private roadway to service three lots on a previously approved subdivision. The original project received final approval from the Planning Board on 17 May 1988. The plan did not contain a design for a private roadway. Note #10 on the map stated "roadway to be built before CO will be issued by the Building Inspector". The Planning Board granted final approval to the amended subdivision on 18 May 2022. A condition of the approval was that the applicant secure the private road and off site drainage improvements. Applicants have identified the private road improvements estimate of probable construction cost at \$172,479.20. The off site drainage improvements have an engineers estimate of probable construction cost at \$78,140.00. Town Board action is required to establish the securities, inspection fee and initial deposits.

Based on the above this office recommends the Town Board accept security for the private roadway construction of \$172,479.20 and a off site drainage improvement of \$78,140.00. Inspection fees in accordance with Chapter 161-23, and Chapter 104-2D(8)(a) Residential Subdivision, are required to be posted at 3% of the estimated construction costs for private roads, this equals \$7,520.00.

Please feel free to contact this office should you have any questions, comments or require any additional information regarding this matter.

Very truly yours,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'Patrick J. Hines', written in a cursive style.

Patrick J. Hines
Principal
PJH/kbw

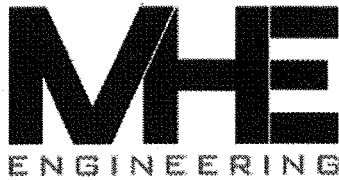
Cc: Mark Taylor, Attorney
Gerald Canfield, Code Enforcement Supervisor
John P. Ewasutyn, Town Planning Board Chairman

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com



#12B

14 September 2022

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: Gilbert Piaquadio, Town Supervisor

SUBJECT: Lands of Five FAC Self Storage Corporation (PB# 2021-33)
Stormwater Management and Erosion and Sediment Control Security Cost Estimate

Dear Supervisor Piaquadio and Town Board Members,

The applicant's representative, Mecurio-Norton-Tarrolli- Marshall, Engineering and Land Surveying, have prepared an engineers estimate of probable construction cost for stormwater management and erosion and sediment control for the proposed UHaul facility located on the subject parcel. The applicants engineers have identified a probable construction cost of \$374,888.44. Town code of the Town of Newburgh requires that the stormwater and erosion sediment control improvements be financially secured.

Based on the above this office recommends the Town Board accept security in the amount of \$374,888.44 for the for the subject project. A 3% inspection fee in the amount of \$11,247.00 is required to be posted with the Code Enforcement office in accordance with Town Code Chapter 104.

Please feel free to contact this office should you have any questions, comments or require any additional information regarding this matter.

Very truly yours,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'Patrick J. Hines', written in a cursive style.

Patrick J. Hines
Principal
PJH/kbw

Cc: Mark Taylor, Attorney
Gerald Canfield, Code Enforcement Supervisor
John P. Ewasutyn, Town Planning Board Chairman

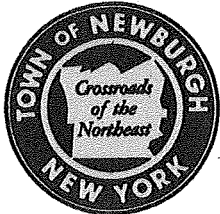
NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

#13



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

Subject: Authorization to pay Vet Services Utilizing T-94 Account

Date:

I am requesting authorization to use the T-94 account to pay for Vet service:

*Totaling: \$ 103.97

Canine: \$

Feline: \$

Other: \$

TOWN OF NEWBURGH

1488 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER *AD# 65047*

DEPARTMENT TONAC

CLAIMANT'S NAME AND ADDRESS
VCA Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

TERMS Aug

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
TOTAL		

Abstract No.

Vendor's Ref. No.

Date	Quantity	Description of Materials or Services	Unit Price	Amount
8-28-22	<i>Inv# 946</i>	<i>945 358</i>		
		<i>8-27-22 1/4 ton + white MIX</i>		<i>\$ 103.97</i>
(See Instructions on Reverse Side)			TOTAL	<i>103.97</i>

Jean Tobin CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 103.97 is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9-9-22
DATE

Jean Tobin
SIGNATURE

Acts Manager
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

DATE _____ AUTHORIZED OFFICIAL _____

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.



VCA Flannery Animal Hospital PC
789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Winter | Date: 8/29/2022 at 16:00 | Invoice: 946965358 | Cashier: Jean T

Client
Town Of Newburgh 2022 Animal Control (#65047)

645 Gidney Ave
Newburgh, NY 12550

Patient
8-27-22 Larg Tan And White Mix (#147889)
Species: Canine (Mixed Breed)
Sex: Male | Color: Tan And White
Birth: 08/27/2017 | Age: 5y | Weight:

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
8/28/2022	Boarding Animal Control	1.00	\$39.60		\$0.00	\$39.60
8/29/2022	Boarding Go Home Day	1.00	\$0.00		\$0.00	\$0.00
	Boarding Animal Control	1.00	\$39.60		\$0.00	\$39.60
	Rabies Vaccine 3yr Canine	1.00	\$49.55	-\$24.78	\$0.00	\$24.77

Subtotal: \$103.97

Discounts	Shelters/PetStore	-\$24.78
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A Message from VCA

myVCA app is your tailor-made guide to raising a healthy and happy pet.

Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
8-27-22 Larg Tan And White Mix	\$128.75	-\$24.78	\$0.00	\$103.97

Prev Balance:	
Total Due:	\$103.97
Amount Paid:	\$0.00
Amount Due:	

For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.

#14



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: September 23, 2022

RE: Part Time Recreation Aide Position

At this time we are requesting your approval to begin the process to hire a Part Time Recreation Aide to replace Mr. Ken Tschan who is no longer employed by the Town. The funds for this position are in the current 2022 Budget.

Thank you for your consideration.

Regards,

Jim Presutti