

COPPOLASSOCIATES

RESUBMISSION Transmittal

To:
 Chairman
 Town of Newburgh Planning Board
 308 Gardnertown Road
 Newburgh, NY 12550
Attn: John Ewasutyn

Date: May 1, 2012
 Fidanza/Michalski Site Plan
Re: Our Project #: 11-65

We are sending you the following items via: **Hand delivery**

Copies	Date	No. of pgs.	Description
12	4/26/2012	1 page	Narrative Letter
12	12/9/2012	1 page	Letter from NYS Department of Environmental Conservation
12	3/15/2012	1 page	Letter from City of Newburgh Engineer
12	4/20/2012	17 pages	User Agreement
12	3/20/12	2 pages	Email from Ziby Zachariah – NYS DOT
12	1/15/2012	1 page	<u>Architectural Drawings:</u> A1

These are transmitted:

- For approval
 For your use
 For your review and comment
 For signature
 For distribution
 As requested

Remarks:

Copy to: File, F. Fidanza

Signed:





Thursday, April 26, 2012

John Ewasutyn, Chairman
Town of Newburgh Planning Board
308 Gardnertown Road
Newburgh, NY 12550

Re: Fidanza Site Plan, North Plank Road
Project #: 2011-24

Dear John:

Attached you will find our re-submission for the Fidanza Site Plan on North Plank Road (PB #2011-24). The revised information is summarized as follows:

1. Revised Drawings:
 - a) A1 – Revised Preliminary building floor plan and four elevations. Parapet height increased 2'-0" taller to screen roof top mechanical units.
 - b) SP-1 to SP-7 unchanged and not submitted.
2. BC Planning Comments:
 - a) Comprehensive signage chart has been added to A1.
 - b) DEC negative response letter dated 2/9/2012 in attached.
 - c) City of Newburgh Inter-municipal sewer agreement letter dated 3/15/2012 is attached.
 - d) Outside user agreement, dated 4/20/2012 is attached. This copy is not executed.
 - e) DOT: Response email from Siby Zachariah, NYSDOT Permit Engineer, and dated 3/20/2012 is attached. This email indicates that her original approval letter from 8/25/08 is still valid.
3. MHE Comments:
 - a) A Town of Newburgh Storm water Agreement has been sent to the applicant to fill out and endorse.

Please feel free to call with any questions.

Sincerely,

A.J. Coppola, R.A.
Principal
Coppola Associates



Joe Martens
Commissioner

February 9, 2012

AJ COPPOLA RA
6 OLD PLANK RD STE 101
NEWBURGH NY 12550

RE: Lyons Property CH#:3870
Town of Newburgh, Orange County

Dear Mr. Coppola:

Based upon our review of your inquiry dated January 18, 2012, we offer the following comments:

PROTECTION OF WATERS/FRESHWATER WETLANDS

There are no mapped streams or New York State protected Freshwater Wetlands on the project site you identified.

If a permit is not required, please note, however, you are still responsible for ensuring that work shall not pollute any stream or waterbody. Care shall be taken to stabilize any disturbed areas promptly after construction, and all necessary precautions shall be taken to prevent contamination of the stream or waterbody by silt, sediment, fuels, solvents, lubricants, or any other pollutant associated with the project.

Your project/site is not within a New York State protected Freshwater Wetland. However, please contact your town officials and the United States Army Corps of Engineers in New York City, telephone (917) 790-8511 (Westchester/Rockland Counties), or (917) 790-8411 (other counties), for any permitting they might require.

STATE-LISTED SPECIES

No records of sensitive resources were identified by this review.

CULTURAL RESOURCES

We have reviewed the statewide inventory of archaeological resources maintained by the New York State Museum and the New York State Office of Parks, Recreation, and Historic Preservation. These records indicate that the project is not located within an area considered to be sensitive with regard to archaeological resources. For more information, please visit the New York State Office of Historic Preservation website at <http://nysparks.state.ny.us/>.

OTHER

Please note that this letter only addresses the requirements for the following permits from the Department:

Protection of Waters Master Habitat Databank Freshwater Wetlands

Other permits from this Department or other agencies may be required for projects conducted on this property now or in the future. Also, regulations applicable to the location subject to this determination occasionally are revised and you should, therefore, verify the need for permits if your project is delayed or postponed. This determination regarding the need for permits will remain effective for a maximum of one year unless you are otherwise notified. Applications may be downloaded from our website at www.dec.ny.gov under "Programs" then "Division of Environmental Permits."

Please contact this office if you have questions regarding the above information. Thank you.

Sincerely,



Division of Environmental Permits
Region 3, Telephone No. 845/256-3032

Information/Permit Materials/Regulations/Map (_____ Quadrangle) attached.

Cc: _____

NOTE: Regarding erosion/sedimentation control requirements:

Stormwater discharges require a SPDES Stormwater permit from this Department if they either:

- occur at industrial facilities and contain either toxic contaminants or priority pollutants OR
- result from construction projects involving the disturbance of 5000 square feet or more of land within the NYC Department of Environmental Protection East of Hudson Watershed or for proposed disturbance of 1 acre or more of land outside the NYC DEP Watershed

Your project may be covered by one of two Statewide General Permits or may require an individual permit. For information on stormwater and the general permits, see the DEC website at <http://www.dec.ny.gov/chemical/8468.html>. If this site is within an MS4 area (Municipal Separate Storm Sewer System), the stormwater plan must be reviewed and accepted by the municipality and the MS-4 Acceptance Form must be submitted to the Department. If the site is not within an MS4 area and other DEC permits are required, please contact the regional Division of Environmental Permits.



CITY OF NEWBURGH

Office of the Engineer
83 Broadway, Newburgh, New York 12550
(845)569-7446/Fax(845)569-7349
www.cityofnewburgh-ny.gov

Craig M. Marti, PE
City Engineer
cmarti@cityofnewburgh-ny.gov

March 15, 2012

Mr. James W. Osborne, PE
Town Engineer
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Crossroads S.D. – City of Newburgh
Intermunicipal Sewer Agreement
(Fidanza Retail Building – P.B. No. 2011-24)

Dear Mr. Osborne;

Pursuant to the terms and conditions of the City of Newburgh – Town of Newburgh Intermunicipal Sewer Agreement dated May 6, 2004, permission is hereby granted for the connection of referenced project to the Town's sewer collection system. The projected flow of 2900 (gpd) gallons per day will be allocated toward the 3.8 million gallons per day capacity as regulated in the Agreement.

Please advise this office when the initial flow from this project will commence.

If you have any questions regarding this approval, please contact this office at your convenience.

Very truly yours,

Craig M. Marti, PE
City Engineer

CC/nf

Cc: Joe Sagnis, Severn Trent Services
City of Newburgh Engineering and Archives
John P. Ewasutyn, Chairman, Tow of Newburgh Planning Board
Coppola, Coppla Assoc.
PB\Franco Fidanza Site Plan

RIDER, WEINER & FRANKEL, P.C.

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OF COUNSEL

1289 RT. 9
SUITE #3
WAPPINGERS FALLS, NY 12590
(845) 632-6094

April 20, 2012

Mr. Steven Milchalski
P.O. Box 298
New Paltz, NY 12561

RE: Outside User Agreement by and among Town of Newburgh, NY, Mid-Hudson II Holding Co., Inc. and Franco Fidanza
Our File No. 801. 125

Dear Steve:

Enclosed please find four counterparts of the above referenced Outside User Agreement together with a Form-TP584 which is required for it to be recorded. Please review the agreement and advise me of any corrections or concerns. If acceptable, please execute all four counterparts of the Agreement before a notary public and sign the Form TP-584 and enter Mid-Hudson II Holding Co., Inc. EIN number. Please then secure Mr. Fidanza's notarized signature on the Agreement counterparts and his signature on the TP-584 together with entry of his social security number. Please then return the signed documents, together with a check payable to the "Town of Newburgh" in the amount of \$7,720.00 representing the first installment of the outside user fee payable under the terms of the Agreement and a check payable to the "Orange County Clerk" in the amount of \$105 as the recording fee for the Agreement.

Upon receipt we will advise the Planning Board and submit the Agreement and Form TP-584 to Supervisor Booth for execution. We will return fully executed counterparts of the Agreement to you and Mr. Fidanza and forward an additional counterpart to the Orange County Clerk to be recorded.

Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Mark C. Taylor

MCT:sel
Enclosure

Mr. Steven Milchalski
April 20, 2012
Page -2-

cc: Hon. Wayne C. Booth, Supervisor (via e-mail)
Town Board Members (via e-mail)
Andrew J. Zarutskie, Town Clerk (via e-mail)
James Osborne, P.E., Town Engineer (via e-mail)
John V. Venezia, Sole Assessor (via e-mail)
Jacqueline Calarco, Town Accountant (via e-mail)
Anthony J. Coppola, Architect (via e-mail)

OUTSIDE USER AGREEMENT

AGREEMENT made this ____ day of April, 2012, by and among the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York, 12550, for an on behalf of the CROSSROADS SEWER DISTRICT AND THE GIDNEY SEWER DISTRICT (hereinafter the "TOWN")

AND

MID-HUDSON II HOLDING CO., INC., a New York business corporation having an address at P.O. Box 298, New Paltz, New York 12561 (hereinafter the "OWNER") and FRANCO FIDANZA, an individual having an address at 353 Route 211 – 2nd Floor, Middletown, New York 10940 (hereinafter the "CONTRACT VENDEE") (hereinafter the OWNER and the CONTRACT VENDEE are collectively referred to as the "OUTSIDE USER").

WITNESSETH

WHEREAS, the OWNER is the owner of real property located on North Plank Road in the Town of Newburgh, County of Orange, State of New York, consisting of approximately 42,268 square feet and shown on the Tax Maps as Section 80, Block 7, Lot 7, (hereinafter the "PREMISES"), and

WHEREAS, the CONTRACT VENDEE has contacted with the OWNER to purchase the PREMISES; and

WHEREAS, the PREMISES have received preliminary or final conditional approval from the TOWN PLANNING BOARD (the "PLANNING BOARD") for a site plan containing a single building with three uses, one bank containing approximately 1,412 square feet of floor area and two restaurants together containing approximately 2,998 square feet of floor area , (the "PROPOSED BUILDING") described in greater detail on a site plan dated October 24, 2011 and entitled "PROPOSED RETAIL/OFFICE BUILDING FOR FRANCO FIDANZA" (the "SITE

PLAN”), and

WHEREAS, the Planning Board’s approval of the SITE PLAN contemplates the connection of the PROPOSED BUILDING to the municipal sewer system, and

WHEREAS, the TOWN has agreed to provide sewer service to the PROPOSED BUILDING provided the OUTSIDE USER installs all required sewer facilities to bring sewer service to the project from an existing sewer main located in North Plank Road, as well as all necessary facilities on the property, all such installations are to be at no cost to the TOWN, and in accordance with all applicable governmental regulations, and

WHEREAS, OUTSIDE USER shall pay to the TOWN (i) the sum of THIRTEEN THOUSAND FIVE HUNDRED TEN AND NO/100 (\$13,510.00) DOLLARS for and on behalf of the Crossroads Sewer District; and (ii) the sum of ONE THOUSAND FIVE HUNDRED FORTY AND NO/100 (\$1,930.00) DOLLARS for and on behalf of the Gidney Sewer District, for a total payment of FIFTEEN THOUSAND FOUR HUNDRED FORTY AND NO/100(\$15,440.00) DOLLARS as consideration for the TOWN entering into this agreement to provide sewer service, the payment terms set forth hereinafter in this agreement, and

WHEREAS, the OUTSIDE USER indicates its consent to the provisions contained herein by execution of this agreement.

NOW THEREFORE, in consideration of the provisions set forth herein, the TOWN, the OWNER and the CONTRACT VENDEE agree as follows:

1. The TOWN, subject to available treatment capacity at the time of actual connection, the notice and other applicable provisions of the Inter-municipal Sewer Agreement between the TOWN and the City of Newburgh (the “CITY”) dated May 4, 2004, and all necessary federal, state and county approvals and any sewer connection moratorium that the TOWN may legally impose, agrees to provide sewer service to the PROPOSED BUILDING provided that the OUTSIDE USER brings the required sewer facilities to the PROPOSED

BUILDING from a location designated by the TOWN, and further provided that the OUTSIDE USER installs all other required facilities necessary so that the TOWN can accept the sewerage flow from the PREMISES, all at the sole cost and expense of the OUTSIDE USER. All such installations are to be made in accordance with all applicable state, county and TOWN and CITY requirements and be acceptable to the Town Engineer. In the event that the installation requires direct connection to CITY facilities, the OUTSIDE USER shall obtain at its sole cost and expense all required CITY permits and approvals for such connection prior to the commencement of construction. In the event the installation requires work in a New York State or Orange County highway right of way, the OUTSIDE USER shall obtain at its sole cost and expense all required permits and approvals from the appropriate State or County agency prior to the commencement of construction.

2. The OUTSIDE USER agrees to provide the TOWN with a certification from a New York State licensed Professional Engineer acceptable to the TOWN, certifying to the TOWN that the installation of the sewerage facilities is in accordance with all applicable state, county, TOWN and CITY requirements. The OUTSIDE USER agrees further to deliver to the TOWN with three sets of "as built" plans for the sewer system, in form acceptable to the Town Engineer, as installed by the OUTSIDE USER. Final acceptance by the TOWN of the sewerage facilities shall not relieve the OUTSIDE USER from responsibility for any defects in design, materials or workmanship.

3. The OUTSIDE USER agrees that it shall use the connection to the TOWN'S sewer system solely for the disposal of sanitary sewage. The OUTSIDE USER further agrees that it should comply with all laws, rules and regulations governing use of TOWN sewers, including but not limited to those laws, rules and regulations contained in the TOWN'S and CITY'S Codes.

4. The OUTSIDE USER agrees to pay to the TOWN in consideration of this Agreement the sum of FIFTEEN THOUSAND FOUR HUNDRED FORTY AND NO/100

(\$15,440.00) DOLLARS. Payment is to be made in accordance with the following schedule.

(A) SEVEN THOUSAND SEVEN HUNDRED TWENTY AND NO/100 (\$7,720.00) DOLLARS upon the execution of this agreement, of which ONE THOUSAND FIVE HUNDRED FORTY AND NO/100 (\$1,540.00) DOLLARS shall be allocated by the TOWN to the Gidney Sewer District and the balance to the Crossroads Sewer District, and;

(B) FIVE THOUSAND SEVEN HUNDRED NINETY AND NO/100 (\$5,790.00) DOLLARS prior to the Chairman of the Planning Board signing the Final Site Plan, and;

(C) ONE THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS (\$1,930.00) shall be paid to the TOWN prior to the issuance of a building permit for construction of the PROPOSED BUILDING.

Payments made upon the execution of this Agreement shall be refunded to the OUTSIDE USER if final approval of the SITE PLAN is not granted by the PLANNING BOARD, provided any and all vested rights with regard to SITE PLAN and related approvals are surrendered by instrument(s) satisfactory to the TOWN, by all interested parties.

5. Upon the execution of this Agreement by all parties, an original shall be recorded in the Office of the Clerk of the County of Orange to provide notice of the terms and provisions of this Agreement to all subsequent owners of all or any portion of the PREMISES or the PROPOSED BUILDING. OUTSIDE USER shall execute and deliver all additional documents required for the recording of this Agreement. OUTSIDE USER shall pay or reimburse the recording costs.

6. This Agreement is subject to and contingent upon the OUTSIDE USER commencing construction of the required sewer facilities on or before the three (3) year anniversary of the date of this Agreement (the "CONSTRUCTION COMMENCEMENT

DATE”), which CONSTRUCTION COMMENCEMENT DATE shall be automatically extended for one (1) additional year if in the sole discretion of the TOWN, the OUTSIDE USER is pursuing the PROJECT diligently. If construction of the sewer facilities is not commenced on or before the CONSTRUCTION COMMENCEMENT DATE or any permitted extension thereof, the TOWN has the authority, in its sole discretion, to cancel this Agreement.

7. The OUTSIDE USER agrees that in the event that the OUTSIDE USER, or OUTSIDE USER'S contractor, causes any damage to the sewer lines, facilities or property of the TOWN arising during OUTSIDE USER'S connection to the TOWN's sewer system that OUTSIDE USER will indemnify, save, and hold the TOWN harmless and pay any damages that arise to the TOWN'S facilities during the hookup including any expenses that may be incurred in enforcing this Agreement, including but not limited to reasonable fees of the TOWN'S attorney and court costs. OUTSIDE USER further agrees that before it enters into any agreement with a contractor with respect to such hookup work that it shall require the contractor to provide the TOWN with a certificate of insurance running to the TOWN providing for payment for any damages arising to the Town's facilities, including reasonable attorneys' fees.

8. The OUTSIDE USER agrees to pay such fees and charges for sewer service including, but not limited to, bonding charges for capital improvements and operation and maintenance charges or sewer rents, as the TOWN may charge provided that said fees and charges are determined on the same basis and are at the same rate as users within the Crossroads Sewer District of the TOWN (hereinafter "CROSSROADS"). The TOWN will forward bills to the address set forth on the tax rolls for the PREMISES according to the same schedule as other users receiving service from CROSSROADS. The OUTSIDE USER agrees to pay all charges in accordance with the payment schedule set forth on said bill.

9. The OUTSIDE USER agrees that commencing with the assessment roll and special assessment roll prepared by the TOWN for taxable status date March 1, 2013 and thereafter, all lands and improvements making up the PREMISES shall be assessed, taxed and charged amounts equivalent to those which would be assessed by the TOWN if the said lands and improvements were situated within CROSSROADS or any extension thereto and OUTSIDE USER agrees to timely pay said charges. OUTSIDE USER agrees that commencing with the bills issued based upon the assessment roll, all said charges for sewer service to the lands and improvements contained in the PREMISES shall be levied and collected as if the lands and improvements were within GIDNEY or any extension thereto. Notwithstanding the foregoing, the TOWN may commence billing sewer bond charges to the OUTSIDE USER for the next billing period following the execution of this Agreement and thereafter.

10. If the OUTSIDE USER or any subsequent owner of all or any portion of the PREMISES, shall default in the obligation to pay any of the charges set forth in this Agreement and does not cure such default within ten (10) days after receipt of written notice of such default, a lien therefore shall attach to the OUTSIDE USER'S or subsequent owner's property within the PREMISES and the PREMISES effective on recording of notice thereof in the Office of the Clerk of the County of Orange. Such lien shall be superior and prior in time to all liens recorded subsequent to recordation of this Agreement as if any such lien had been recorded concurrently with this Agreement. In the event those charges are not paid within ten (10) days after the receipt of written notice of default, all rights of the OUTSIDE USER, its heirs, successors or assigns or a subsequent owner to receive sewer service under this Agreement shall cease and the TOWN reserves the right, in addition to all other remedies, to immediately discontinue the service. TOWN officials thereupon shall have the authority to enter upon the PREMISES in order to disconnect and block off the service connection, and the OUTSIDE USER acknowledges and agrees that such disconnection and discontinuance of service shall not

constitute a sewer or public health emergency. The TOWN may, at its option, enter unpaid operation and maintenance charges and special assessments upon the property tax bill for the PREMISES.

11. The TOWN shall have and OUTSIDE USER hereby expressly grants to it, all legal and equitable remedies now or hereafter available to such a municipality against the property and the owners thereof who shall default in the payment of any tax, service charge or assessment payable to it, to the same extent and with the same effect as such legal and equitable remedies could be asserted and pursued by the municipality against OUTSIDE USER and OWNER were the PREMISES located within GIDNEY or any extension thereto.

12. This Agreement pertains solely to sewer service to the PROPOSED BUILDING, which has a floor area of approximately 3,516 square feet in the aggregate, and shall not be construed to grant any entitlement to sewer service to any addition or expansion to such PROPOSED BUILDING on the PREMISES or to any other building, structure or facility constructed or installed on the PREMISES.

13. Within sixty (60) days of the submission of a written request by the TOWN, the OUTSIDE USER agrees to submit to the TOWN a properly executed and valid petition for the extension of CROSSROADS, or such other sewer district as the Town may determine appropriate, to include the PREMISES together with such other documents as may be necessary for the TOWN to proceed with a district extension, including but not limited to a map, plan and report prepared by a New York State licensed engineer. The OUTSIDE USER acknowledges that the TOWN shall determine when, if ever, it deems it appropriate to proceed with the district extension.

14. The TOWN'S agreement to provide sewer service is subject to the availability of

treatment capacity at the time of actual connection of the PROPOSED BUILDING. Nothing herein contained shall assure availability of treatment capacity at the City of Newburgh's sewage treatment plants for treatment of sewage from the PREMISES. The permitting of OUTSIDE USER to connect to the TOWN's sewer facilities is predicated upon and subject to capacity at the sewage treatment plant in excess of that required by users within the TOWN's sewer districts at the time of connection and such permits and approvals as are required by the CITY, agencies of Orange County and New York State for the granting of connection permits to the premises by the TOWN, such permits and approvals being the sole responsibility of OUTSIDE USER to obtain at its expense. OUTSIDE USER agrees to hold the TOWN harmless from claims arising from any absence of treatment capacity for the PROJECT'S sewage. Nothing contained in this Agreement shall be construed to afford the OUTSIDE USER the right to compel the TOWN to enforce its agreement with the CITY.

15. Any and all notices shall be addressed to the parties at the address set forth in the beginning of this Agreement or to such other address as may hereinafter be designed in writing by either party to the other.

16. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

17. This Agreement is in addition to and not in limitation of any other rights and

remedies the TOWN may have by virtue of any other instrument, by law or otherwise. This Agreement is executed in, and shall be construed in accordance with the laws of the State of New York.

18. This Agreement and its amendments may be executed in multiple counterparts, with each counterpart to be deemed an original, but all multiple copies together constituting one and the same instrument.

19. The invalidity or unenforceability of any provision(s) of this Agreement will not affect the validity or enforceability of any other provision(s).

20. This Agreement runs with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

THE TOWN OF NEWBURGH

By: _____
Wayne C. Booth, Supervisor

MID-HUDSON II HOLDING CO., INC.

By: _____
Steven Milchalski, President

Franco Fianza

STATE OF NEW YORK)

: SS.:

COUNTY OF ORANGE)

On the ___ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne C. Booth, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK

STATE OF NEW YORK)

: SS.:

COUNTY OF ORANGE)

On the ___ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Milchalski, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK

STATE OF NEW YORK)

: SS.:

COUNTY OF ORANGE)

On the ___ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Franco Fianza, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Please print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Other	Name (if individual; last, first, middle initial) 1. Mid Hudson II Holding Co., Inc. 2. Franco Fidanza Mailing address 1. P.O. Box 298 2. 353 Route 211, 2nd Fl. City State ZIP code 1. New Paltz 2. Middletown 1. New York 2. New York 1. 12561 2. 10940	Social security number Social security number Federal employer ident. number
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Other	Name (if individual; last, first, middle initial) Town of Newburgh Mailing address 1496 Route 300 City State ZIP code Newburgh NY 12550	Social security number Social security number Federal employer ident. number 14-3002330

Location and description of property conveyed

Tax map designation			Address	City/village	Town	County
Section	Block	Lot				
80	7	7	North Plank Road		Newburgh	Orange

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input checked="" type="checkbox"/> Other <u>Outside User Agr.</u>	Date of conveyance <div style="border: 1px solid black; width: 100px; height: 20px; display: flex; justify-content: space-between; padding: 2px;"> month day year </div>	Percentage of real property conveyed which is residential real property _____% (see instructions)
---	---	--	--

Condition of conveyance (check all that apply)

- | | | |
|--|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)

c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)

d. <input type="checkbox"/> Conveyance to cooperative housing corporation

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input type="checkbox"/> Leasehold grant

o. <input type="checkbox"/> Conveyance of an easement

p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input checked="" type="checkbox"/> Other (describe) <u>Outside User Agr.</u> |
|--|--|--|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I — Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input checked="" type="checkbox"/> Exemption claimed	1.	0
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	0
3	Taxable consideration (subtract line 2 from line 1)	3.	0
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0
5	Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G)	5.	0
6	Total tax due* (subtract line 5 from line 4)	6.	0

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part I, line 1)	1.	0
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.	0
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.	0

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k
- l. Other (attach explanation) l

*Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Mid Hudson II Holding Co., Inc.

Town of Newburgh

Grantor signature
Steven Milchalski, President

Title

Grantee signature

Title

Wayne C. Booth, Supervisor

Grantor signature
Franco Fidanza, Individual

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

A.J. Coppola

From: Zachariah, Siby (DOT) [szachariah@dot.state.ny.us]
Sent: Tuesday, March 20, 2012 10:21 AM
To: A.J. Coppola
Cc: Steve M; Franco Fidanza; fireinspector@hvc.rr.com
Subject: RE: Fidanza - Michalski Site Plan - North Plank Road

Gentlemen,

In response to Mr. Coppola's email, the Department of Transportation is still in agreement to the proposal for the commercial access onto Route 32 for the above-referenced project. We gave conceptual approval for this on 8/25/08, and since there are no changes being made to the access, this approval is still valid.

Mr. Coppola, when your clients are ready to commence construction, please inform them to apply for the Highway Work Permit at least one month in advance. Thank you.

Siby Zachariah
NYSDOT Permit Engineer, Res. 8-4

From: A.J. Coppola [<mailto:ajcoppola@coppola-associates.com>]
Sent: Tuesday, March 20, 2012 9:28 AM
To: Zachariah, Siby (DOT)
Cc: Steve M; Franco Fidanza
Subject: RE: Fidanza - Michalski Site Plan - North Plank Road

Siby – I still need your agreement on this as we discussed. Thanks.



From: A.J. Coppola
Sent: Tuesday, January 17, 2012 4:14 PM
To: 'szachariah@dot.state.ny.us'
Subject: FW: Fidanza - Michalski Site Plan - North Plank Road

Siby – I still need your agreement on this as we discussed. Thanks.



Anthony J. Coppola, R.A.

Coppola Associates
Owner/Principal

6 Old North Plank Road, Suite 101
Newburgh, NY 12550
(845) 561-3559 x202 Work
ajcoppola@coppola-associates.com

www.coppola-associates.com

From: A.J. Coppola

Sent: Monday, January 16, 2012 9:03 AM

To: 'szachariah@dot.state.ny.us'

Cc: 'franco@planetwings.com'; 'Steven Michalski (stevemnp99@gmail.com.)'

Subject: Fianza - Michalski Site Plan - North Plank Road

Siby – as per our conversation on Friday, attached is the site plan for North Plank Road. The entrance design has not changed since your approval letter of 8-25-2008.

Please confirm via email that this letter is still in effect for our new application.

Thanks.



Anthony J. Coppola, R.A.

Coppola Associates
Owner/Principal

6 Old North Plank Road, Suite 101
Newburgh, NY 12550
(845) 561-3559 x202 Work
ajcoppola@coppola-associates.com

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