

#5B

**Review Status Report and Budget Status Report for
November 2021**

#7



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

P: 845.562.9100

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655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

- David L. Rider
- Charles E. Frankel
- Michael J. Mätsler
- Mark C. Taylor
- Deborah Weisman-Estis
- M. Justin Rider
- William E. Podszus

- M. J. Rider
(1906-1968)
- Elliott M. Weiner
(1915-1990)

COUNSEL

- Stephen P. Duggan, III
- John K. McGuirk
(1942-2018)

OF COUNSEL

- Craig F. Simon
- Irene V. Villacci

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: PROPOSED LOCAL LAW AMENDING CHAPTER 104
ENTITLED SCHEDULE OF FEES OF THE CODE OF THE
TOWN OF NEWBURGH: WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2022
OUR FILE NO. 800.1(B)() (2021)

DATE: DECEMBER 8, 2021

Enclosed please find for the Town Board's consideration the above referenced Local Law. The Town's metered water rates for the Consolidated Water District are increasing except for the minimum charge. The sewer district rates for Crossroads Consolidated, Nob Hill and Roseton Hills are also increasing. The rates were already presented during the budgetary proceedings, but as they are codified in the Town's Municipal Code, a Local Law is additionally required.

Also enclosed is a draft resolution introducing and scheduling a public hearing on the Local Law.

Should you have any questions or concerns in this regard, please feel free to contact me.

MCT/sel
Enc.

- cc: Town Clerk Joseph P. Pedi (via e-mail)
- Receiver of Taxes Deborah Smith (via e-mail)
- Town Engineer James Osborne (via e-mail)
- Town Accountant Ronald Clum (via e-mail)
- Jeff Guido, Water Department Manager (via e-mail)

TOWN OF NEWBURGH

**INTRODUCTORY LOCAL LAW NO. ___ OF THE YEAR 2021
AMENDING CHAPTER 104 ENTITLED
"SCHEDULE OF FEES"
OF THE CODE OF THE TOWN OF NEWBURGH:
WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2022**

BE IT ENACTED by the Town Board of the Town of Newburgh, County of Orange as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Code of the Town of Newburgh Water and Sewer Rates Effective January 1, 2022".

SECTION 2 - AMENDMENTS TO CHAPTER 104

That Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code is amended as follows:

- f. Subsection 104-3(B)(2) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(2) Meter rates. Meter rates for the sale of water to all consumers within the Consolidated Water District and Colden Park Water District of the Town of Newburgh and the duly constituted extensions thereto, excluding water sold to the Town of New Windsor, the New York State Thruway Authority or outside-the-district users, shall be as follows:

Usage Per Quarter	Rate
First 7,500 gallons	<u>\$20.00</u> (minimum charge per quarter)
Next 10,000 gallons	<u>\$4.66</u> per 1,000 gallons
Next 82,500 gallons	<u>\$5.36</u> per 1,000 gallons
Over 100,000 gallons	<u>\$6.36</u> per 1,000 gallons

- (a) A penalty equal to 5% of the original bill shall be added to the metered water charges if not paid in full within 30 days from the due and payable date.
- (b) The Town of New Windsor, the Town of Marlborough, the City of New York and the New York State Thruway Authority and the outside-the-district users will pay rates and charges as per agreements entered into with the town. In the event that water assessments under the benefit formula cannot be made applicable for any reason to any consumer and any agreement between the town and such users does not reflect payment of the same in one form or another, the town reserves the right to surcharge such users as to meter rates so as to provide for equitable payment of all charges between all users, said surcharge to be applicable in the last calendar quarter charge.
- (c) The water rates for the Stewart ANG Base Water District consumer(s) will be established by the Town Board from time to time in accordance with New York State Town Law Section 198. Unpaid water charges in arrears for 30 days or longer shall be subject to such penalty as the Town Board may provide for by resolution subject to the limit established by Town Law Section 198."

2. Subsection 104-3(C)(1) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(1) Sewer operation and maintenance charge.

Sewer District	Rate/Fee (per gallons consumed per premises)
Crossroads Consolidated	\$6.12 per 1,000 gallons
Nob Hill	\$.00864/gallon

The following minimum operating and maintenance charge shall apply to all connected properties, including but not limited to those without water meters:

\$36.00 per quarter"

3. Subsection 104-3(C)(3) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104

entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(3) Combined Operation and Maintenance and Facility Charge
Roseton Hills Sewer District

\$ 144.00 per each residential dwelling unit, whether or not an apartment or condominium unit on each parcel as listed on the latest completed Assessment Roll of the Town per quarter"

SECTION 3 - UNCONSTITUTIONALITY OR ILLEGALITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on the later of the date it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law or January 1, 2022.

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 13th day of December, 2021 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
INTRODUCING LOCAL LAW
AMENDING CHAPTER 104 ENTITLED
'SCHEDULE OF FEES' OF THE
TOWN OF NEWBURGH MUNICIPAL
CODE: WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2022
AND PROVIDING FOR PUBLIC NOTICE
AND PUBLIC HEARING

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

BE IT RESOLVED that Introductory Local Law No. ___ of the Year 2021 entitled "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Town of Newburgh Municipal Code: Water and Sewer Rates Effective January 1, 2022" be and it hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and:

BE IT FURTHER RESOLVED that a copy of the aforesaid proposed local law in final form be laid upon the desk of each member of the Town Board at least seven (7) days prior to a public hearing on said proposed local law, and

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the 27th day of December, 2021 at 7:00 o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by the publication of a notice in the official newspapers of the Town, specifying the time when and the place where such public hearing will be held at least three (3) days prior to the public hearing, and posting of such notice together with a copy of such local law in accordance with the requirements of the Municipal Home Rule Law and Chapter 25 of the Code of the Town of Newburgh.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

**NOTICE OF PUBLIC HEARING
ON PROPOSED LOCAL LAW**

PLEASE TAKE NOTICE that there has been introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York on December 13, 2021, Introductory Local Law No. ___ of the Year 2019 entitled "A Local Law Amending Chapter 104 Entitled 'Schedule of Fees' of the Code of the Town of Newburgh: Water and Sewer Rates Effective January 1, 2022" the effect of which is to amend the provisions of the Municipal Code's Schedule of Fees Chapter so as to provide for modifications to the fees for the following effective January 1, 2022: water meter rates for water consumers for metered gallons of water will be the following: for the first 7,500 gallons: \$20.00 (minimum charge per quarter)[unchanged], for the next 10,000: \$4.66 per 1,000, for the next 82,500: \$5.36 per 1,000, and for over 100,000 gallons: \$6.36 per 1,000 gallons, delivered per quarter. Water rates for the Stewart ANG Base Water District will be established by the Town Board from time to time in accordance with New York State Town Law Section 198 and unpaid charges in arrears will be subject to penalty as the Town Board may provide by resolution. The Local Law also modifies the sewer operation and maintenance charges for Sewer Districts in accordance with the approved annual budgets per the following schedule: Crossroads Consolidated Sewer District: \$6.12/1,000 gallons of water consumed per premises and Nob Hill: \$0.00864/gallon. \$36.00 remains specified as the minimum sewer operating and maintenance charge per quarter. For the Rosteon Hills Sewer District the Combined Operation and Maintenance and Facility Charge is increased to \$144.00 per each residential dwelling unit, whether an apartment or a condominium unit, on each parcel as listed on the latest completed Assessment Roll of the Town per quarter.

PLEASE TAKE FURTHER NOTICE that pursuant to Section Twenty of the Municipal Home Rule Law, a public hearing will be held on the aforesaid proposed Local Law before the Town Board of the Town of Newburgh at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York at 7:00 o'clock p.m. on December 27, 2021 at which time all interested parties will be heard. The Town of Newburgh provides reasonable accommodations for the disabled. Disabled individuals who need assistance in order to participate should contact the Town Clerk's office at (845) 564-4554. Advance notice is requested.

Dated: December 14, 2021

Joseph P. Pedi
Town Clerk, Town of Newburgh

#8A



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: 11/30/21

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

*Totaling: \$ 250.00

Canine: \$

Feline: \$ 250.00

Other: \$

TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
(845) 564-5220

DO NOT WRITE IN THIS BOX

DEPARTMENT Animal Control

CLAIMANT'S NAME AND ADDRESS
The Animal Rights Alliance, Inc. (TARA)
P. O. Box 185
Warwick, NY 10990
(845-343-1000)

Date Voucher Received		VOUCHER NO
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

TERMS _____

Invoice # 114900

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/15/21		See attached invoice #114900		\$250.00
			TOTAL	\$250.00

CLAIMANT'S CERTIFICATION

I Suzanne Krump certify that the above account in the amount of \$ 250.00 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.

11/19/21
DATE

Suzanne Krump
SIGNATURE

Bookkeeper
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.

11/30/21
Date

[Signature]
Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

The Animal Rights Alliance, Inc. (TARA)

60 Enterprise Place
Middletown, NY 10941
845-343-1000

Low-Cost Spay/Neuter Clinic

FOR: Town of Newburgh Animal Control
645 Gidney Ave
Newburgh, NY 12250
(845) 561-3344

Printed: 11-19-21 at 2:00p
Date: 11-15-21
Account: 9241
Invoice: 114900

Date	For	Qty Description	Net Price
11-15-21	Autumn	1 Ovariohysterectomy, Feline	45.00
11-15-21		1 Penicillin-G	0.00
11-15-21		1 Nail Trim	0.00
11-15-21		1 Ear Cleaning	0.00
11-15-21		1 WEIGHT UPDATE	0.00
11-15-21		1 Rabies Vaccination, 1 Year	0.00
11-15-21		1 FVRCP Distemper Vaccination, Feline	5.00
11-15-21		1 Free Roaming (Stray or Feral)	0.00
11-15-21	Hazel	1 Ovariohysterectomy, Feline	45.00
11-15-21		1 Penicillin-G	0.00
11-15-21		1 Nail Trim	0.00
11-15-21		1 Ear Cleaning	0.00
11-15-21		1 WEIGHT UPDATE	0.00
11-15-21		1 Rabies Vaccination, 1 Year	0.00
11-15-21		1 FVRCP Distemper Vaccination, Feline	5.00
11-15-21		1 Free Roaming (Stray or Feral)	0.00
11-15-21	Sawyer	1 Castration, Feline	45.00
11-15-21		1 WEIGHT UPDATE	0.00
11-15-21		1 Penicillin-G	0.00
11-15-21		1 Ear Cleaning	0.00
11-15-21		1 Nail Trim	0.00
11-15-21		1 Rabies Vaccination, 1 Year	0.00
11-15-21		1 FVRCP Distemper Vaccination, Feline	5.00
11-15-21		1 Free Roaming (Stray or Feral)	0.00
11-15-21	Squash	1 Ovariohysterectomy, Feline	45.00
11-15-21		1 Penicillin-G	0.00
11-15-21		1 Nail Trim	0.00
11-15-21		1 Ear Cleaning	0.00
11-15-21		1 WEIGHT UPDATE	0.00
11-15-21		1 Rabies Vaccination, 1 Year	0.00
11-15-21		1 FVRCP Distemper Vaccination, Feline	5.00
11-15-21		1 Free Roaming (Stray or Feral)	0.00
11-15-21	Willow	1 Ovariohysterectomy, Feline	45.00

11-15-21	1	Penicillin-G	0.00
11-15-21	1	Nail Trim	0.00
11-15-21	1	Ear Cleaning	0.00
11-15-21	1	WEIGHT UPDATE	0.00
11-15-21	1	Rabies Vaccination, 1 Year	0.00
11-15-21	1	FVRCP Distemper Vaccination, Feline	5.00
11-15-21	1	Free Roaming (Stray or Feral)	0.00

Old balance	Charges	Payments	New balance
0.00	250.00	0.00	250.00

If your pet received any of the following vaccines for the first time today, they will need a booster shot in 3 weeks. Distemper, feline leukemia, leptospirosis or a lyme vaccine.

#8B



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: 11/30/21

I am requesting authorization to use the T-94 account to pay for Vet service: *N.V.H.*

*Totaling: \$ 1907.70

Canine: \$ 1271.22

Feline: \$ 492.48

Other: \$ 144.00

TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
(845) 564-4552

DO NOT WRITE IN THIS BOX

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

TERMS Net 30 Days

Invoice # _____

Canine

Dates	Quantity	Description of Materials or Services	Unit Price	Amount	
10/28/21	790003			450.72	✓
11/2/21	790037			16.50	✓
11/9/21	791358			20.00	✓
11/18/21	792329			205.90	✓
11/20/21	792530			.76	✓
11/22/21	792745			185.58	✓
11/22/21	792746			104.41	✓
11/23/21	792814			16.50	✓
11/23/21	792838			260.95	✓
11/24/21	792915			10.20	✓
TOTAL				1271.22	

CLAIMANT'S CERTIFICATION

Dora McCast certify that the above account in the amount of \$ 1271.22 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.

11/26/21
DATE

Dora McCast
SIGNATURE

Office 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.

11/30/21
Date

[Signature]
Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

INVOICE

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 11-29-21 at 2:20p
Date: 10-28-21
Account: 19984
Invoice: 790003

Date	For	Qty	Description	Price	Discount	Net Price
10-25-21	Cherry 65-21	1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	135.00	94.75	40.25 **
10-25-21		1	Nictitans GI.Prolapse/Excisex1	384.00	192.00	192.00 **
10-25-21		1	OHE Canine - Town of Newburgh	117.00	17.25	99.75 **
10-25-21		1	Anesthesia- Isoflurane	302.00	302.00	0.00 **
10-25-21		1	---BloodPressureMonitoring w/anes			0.00
10-25-21		1	---PulseOximeterMonitoring w/Anes			0.00
10-25-21		1	-CapnographMonitoring w/Anesthe			0.00
10-25-21		1	----Recovery in Heated Cage			0.00
10-25-21		1	----Warm Water Blanket in Surgery			0.00
10-25-21		1	Weight Monitoring			0.00
10-25-21		0.70	-HydromorphoneInject 2mg/ml Cont			0.73
10-25-21		0.50	TelazolInject Control Log / ml			0.00
10-25-21		2.70	Penicillin G Inject / ml Outpatient	31.80	15.90	15.90 **
10-25-21		1	Vetprofen Tablets 75mg Individual	18.34	17.82	0.52 **
10-25-21		1	CONSULT / EXAM - Biannual Well	65.50	39.50	26.00 **
10-25-21		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
10-25-21		1	Canine Respiratory Complex- Bord	43.00	29.25	13.75 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.						
10-25-21		1	Canine Dist/A2/PI/Parvo1YR	43.00	28.50	14.50 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis						
10-25-21		1	CANINE RABIES / 1YEAR	43.00	26.50	16.50 **
10-25-21		1	Elizabethan Collar	20.00	0.50	19.50 **
10-25-21		1	Ophth- Tobramycin Suspension #3	39.99	28.67	11.32 **
10-25-21		1	Discharge Instructions			0.00
Medications to go home-						

Proper Restraint- Please protect your pet when leaving the hospital by using



either a leash or carrier. If your pet is recovering from surgery and gets loose, excessive activity or injury may result. Do not allow your pet to become overly active or excited when you pick him up from the hospital.

Food & Water- With the excitement of returning home after surgery, your pet may be inclined to drink and eat excessively, which may result in vomiting. To avoid this, we recommend restricting access to water for an hour or so until your pet has quieted down. Then allow only small amounts of food and water for the first eight hours. Normal feeding may resume the next day.

Elimination- Many patients may not have a bowel movement for 24 to 36 hours after surgery. This is normal.

Exercise & Activity- Patients recovering from surgery or illness should have limited exercise. Avoid giving your pet access to stairs or other situations that may lead to injury. Due to the effects of anesthesia, he may be groggy for 12 hours. Your pet:

_____ may resume normal exercise and activity in _____ days.

_____ should be confined indoors and taken outside on a leash for elimination
for _____ days.

_____ should be kept under strict confinement to a cage or small room
Carry outside for elimination. Don't permit running, jumping,
or access to stairs.

Sutures- Please make an appointment for the following:

_____ suture removal in 10-14 days.

_____ Drain removal in _____ days.

_____ Bandage/cast change or check in _____ days.

_____ Recheck in 6 weeks

_____ Soak affected area _____ times daily for _____ days.

_____ Sutures are dissolvable no need to return for suture removal.

Monitoring- A decrease in activity or appetite for one or two days may be observed.

However, if your pet exhibits any of the following symptoms,
please

notify the hospital:

1. Loss of appetite for more than one day.

2. Refusal to drink water for more than one day.

3. Diarrhea

Special Instructions-

Medications to go home

Proper Restraint- Please protect your pet when leaving the hospital by using either a leash or carrier. If your pet is recovering from surgery and gets loose, excessive activity or injury may result. Do not allow your pet to become overly active or excited when you pick him up from the hospital.

Food & Water- With the excitement of returning home after surgery, your pet may be inclined to drink and eat excessively, which may result in vomiting. To avoid this, we recommend restricting access to water for an hour or so until your pet

has quieted down. Then allow only small amounts of food and water for the first eight hours. Normal feeding may resume the next day.

Elimination- Many patients may not have a bowel movement for 24 to 36 hours after surgery. This is normal.

Excercise & Activity- Patients recovering from surgery or illness should have limited exercise. Avoid giving your pet access to stairs or other situations that may lead to injury. Due to the effects of anesthesia, he may be groggy for 12 hours. Your pet:

X may resume normal exercise and activity in 14 days.

X should be confined indoors and taken outside on a leash for elimination

for days.

_____ should be kept under strict confinement to a cage or small room

Carry outside for elimination. Don't permit running, jumping, or access to stairs.

Sutures- Please make an appointment for the following:

_____ suture removal in 10-14 days.

_____ Drain removal in days.

_____ Bandage/cast change or check in days.

_____ Recheck in 6 weeks

_____ Soak affected area times daily for days.

X Spay Sutures are dissolvable no need to return for suture removal.

Monitoring- A decrease in activity or appetite for one or two days may be observed.

However, if your pet exhibits any of the following symptoms, please

notify the hospital:

1. Loss of appetite for more than one day.

2. Refusal to drink water for more than one day.

3. Diarrhea

10-25-21

1 Gave client discharge instructions

0.00

Total charges, this invoice...

450.72

**Total discount included: 792.64

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **Cherry 65-21** (Weight: 54.1 lbs - 19m) Last done

10/22	CanineDist/Aden/Para/Parvo/Lep	
10/22	CANINE RABIES / 3 YEAR	
10/22	lyme,HW,Ehrlichia Accu Plus4(A)	10-25-21
10/22	Canine Kennel Cough Vacc -1 ye	10-25-21
04/22	Consultation/Exam- Bi-annual	10-25-21

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 11-02-21 at 4:30p
Date: 11-02-21
Account: 19984
Invoice: 790637

Date	For	Qty	Description	Price	Discount	Net Price
11-01-21	Sky 69-21	1	CANINE RABIES / 1YEAR	43.00	26.50	16.50 **

Total charges, this invoice...

**Total discount included: 26.50

16.50

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **Sky 69-21**

Last done

10/24	Consultation/Exam- Bi-annual
11/22	CANINE RABIES / 3 YEAR
05/22	Spay your pet at 5-6 months
05/22	Canine Kennel Cough Vacc -1 ye
05/22	FECAL EXAM
11/20	Pro-Heart 12 (26-50lbs)
11/20	Pro-Heart 12 (1-25lb)
11/20	Pro-Heart 12 (51-100lbs)
05/20	HEARTWORM TEST
02/20	CANINE DIST/A2/PI/PARVOLEPTO1Y

LIKE US ON FACEBOOK.COM!

GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 11-09-21 at 1:05p
Date: 11-09-21
Account: 19984
Invoice: 791358

Date	For	Qty	Description	Price	Discount	Net Price
11-03-21	Cherry 65-21	1	Drain cyst	84.00	64.00	20.00 **

Total charges, this invoice...

**Total discount included: 64.00

20.00

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **Cherry 65-21** (Weight: 54.1 lbs - 18m) Last done

10/22	CanineDist/Aden/Para/Parvo/Lep	
10/22	CANINE RABIES / 3 YEAR	
10/22	lyme,HW,Ehrlichia Accu Plus4(A)	10-25-21
10/22	Canine Kennel Cough Vacc -1 ye	10-25-21
04/22	Consultation/Exam- Bi-annual	10-25-21
04/22	Spay your pet at 5-6 months	
04/22	FECAL EXAM	
04/21	Pro-Heart 12 (1-25lb)	
04/21	Pro-Heart 12 (51-100lbs)	
04/21	Pro-Heart 12 (26-50lbs)	

Next appointment for **Cherry 65-21**

Qty

11-10-21 At: 10:40a With: D. Tech

Cherry 65-21's weight history (in lbs)

10-25-21 54.10

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 11-29-21 at 2:21p
Date: 11-18-21
Account: 19984
Invoice: 792329

Date	For	Qty	Description	Price	Discount	Net Price
11-18-21	#56-21 Toby	1	Weight Monitoring			0.00
11-18-21		1	Neuter/Canine- Town of Newburgh	93.00	13.25	79.75 **
11-18-21		1	Anesthesia- Isoflurane	302.00	302.00	0.00 **
11-18-21		1	---BloodPressureMonitoring w/anes			0.00
11-18-21		1	---PulseOximeterMonitoring w/Anes			0.00
11-18-21		1	-CapnographMonitoring w/Anesthe			0.00
11-18-21		1	----Recovery in Heated Cage			0.00
11-18-21		1	----Warm Water Blanket in Surgery			0.00
11-18-21		0.60	-HydromorphoneInject 2mg/ml Cont			0.00
11-18-21		2.30	Penicillin G Inject / ml Outpatient	31.54	31.54	0.00 **
11-18-21		1.80	Rimadyl Inject / ml Outpatient	44.55	44.55	0.00 **
11-18-21		0.40	TelazolInject Control Log / ml			0.00
11-18-21		1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	135.00	94.75	40.25 **
11-18-21		1	4DX Elisa Negative			0.00
11-18-21		1	CONSULT / EXAM - Annual Wellne	65.50	39.50	26.00 **
11-18-21		1	Canine Dist/A2/PI/Parvo/Lepto1YR	43.00	28.50	14.50 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis						
11-18-21		1	CANINE RABIES / 1YEAR	43.00	26.50	16.50 **
11-18-21		1	Canine Respiratory Complex- Bord	43.00	29.25	13.75 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.						
11-18-21		5	Vetprofen Tablets 75mg Individual	21.50	18.90	2.60 **
11-18-21		10	Amoxicillin 250mg capsule #30735	19.35	8.30	11.05 **
11-18-21		15	Trazodone 100mg tablets #307360	21.30	19.80	1.50 **

Total charges, this invoice...

**Total discount included: 656.84

205.90

Your invoice total reflects our **13Stray Cat Accounts** discount.

COF

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 11-30-21 at 11:19a
Date: 11-20-21
Account: 19984
Invoice: 792530

Date	For	Qty	Description	Price	Discount	Net Price
11-19-21	#43-21 Jamison	1	Weight Monitoring			0.00
11-19-21		6	Trazodone 100mg tablets #307414	19.05	18.45	0.60 **
11-19-21		2	Gabapentin 300 mg individual caps	18.03	17.87	0.16 **

Total charges, this invoice...

**Total discount included: 36.32

0.76

Your invoice total reflects our **13Stray Cat Accounts** discount.

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645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 11-26-21 at 1:51p
Date: 11-22-21
Account: 19984
Invoice: 792745

Date	For	Qty	Description	Price	Discount	Net Price
11-22-21	#43-21 Jamison	1	Weight Monitoring			0.00
11-22-21		1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	135.00	94.75	40.25 **
11-22-21		1	4DX Elisa Negative			0.00
11-22-21		1.50	-HydromorphoneInject 2mg/ml Cont			0.00
11-22-21		5	Penicillin G Inject / ml (in hosp)	33.80	33.80	0.00 **
11-22-21		0.90	Metacam Inject / ml (hosp)	54.30	54.30	0.00 **
11-22-21		1	TelazolInject Control Log / ml			0.00
11-22-21		1	Neuter/Canine- Town of Newburgh	93.00	13.25	79.75 **
11-22-21		1	CONSULT / EXAM - Annual Wellne	65.50	39.50	26.00 **
11-22-21		1	CANINE RABIES / 1YEAR	43.00	26.50	16.50 **
11-22-21		1	Canine Dist/A2/PI/Parvo/Lepto1YR	43.00	28.50	14.50 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosprosis						
11-22-21		10	Vetprofen Tablets 100mg Individual	26.05	20.07	5.98 **
11-22-21		10	Amoxicillin 500mg capsule #30761	21.55	18.95	2.60 **

Total charges, this invoice...

185.58

**Total discount included: 329.62

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **#43-21 Jamison** (Weight: 109.0 lbs - 2y) Last done

11/22	CanineDist/Aden/Para/Parvo/Lep	
11/22	CANINE RABIES / 3 YEAR	
11/22	lyme,HW,Ehrlichia Accu Plus4(A	11-22-21
05/22	Consultation/Exam- Bi-annual	11-22-21
05/22	Canine Kennel Cough Vacc -1 ye	
05/22	Neuter your pet at 5-6 months	
05/22	FECAL EXAM	
11/20	Pro-Heart 12 (1-25lb)	
11/20	Pro-Heart 12 (51-100lbs)	

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Newburgh, NY 12550
(845) 561-3344

Printed: 11-22-21 at 4:54p
Date: 11-22-21
Account: 19984
Invoice: 792746

Date	For	Qty	Description	Price	Discount	Net Price
11-22-21	Toby 59-21	1	CONSULT / EXAM - Sick	83.50	52.25	31.25 **
11-22-21		10	Metronidazole 50mg #307639	24.55	20.13	4.42 **
11-22-21		1	Pro Pectalin Gel 15ml #307640	26.68	12.81	13.87 **
11-22-21		1	Subcutaneous fluids injection	64.00	32.00	32.00 **
11-22-21		0.37	Cerenia Inject / ml Outpatient	37.14	18.57	18.57 **
11-22-21		1	Oral, Topical medication administr	8.00	4.00	4.00 **

Total charges, this invoice...

104.11

**Total discount included: 139.76

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Toby 59-21 (Weight: 8.3 lbs - 7y)	Last done
10/22 CANINE RABIES / 3 YEAR	
10/22 Lyme,HW,Ehrlichia Accu Plus4(A)	10-14-21
10/22 CanineDist/Aden/Para/Parvo/Lep	
10/22 Canine Kennel Cough Vacc -1 ye	10-14-21
04/22 FECAL EXAM	10-15-21
04/22 Consultation/Exam- Bi-annual	10-14-21
04/22 Neuter your pet at 5-6 months	

Doctor's Instructions

Subcutaneous fluids injection

We have administered subcutaneous fluids to your pet - you may note a lump or bumps under the skin. This is normal, and will dissipate as fluids are absorbed.

Toby 59-21's weight history (in lbs)

10-14-21 8.30

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Newburgh, NY 12550
(845) 561-3344

Printed: 11-23-21 at 12:40p
Date: 11-23-21
Account: 19984
Invoice: 792814

Date	For	Qty	Description	Price	Discount	Net Price
11-23-21	#73-21 Little B	1	CANINE RABIES / 1YEAR	43.00	26.50	16.50 **
Total charges, this invoice...						16.50
**Total discount included: 26.50						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: #73-21 Little Bit	Last done
11/23	Consultation/Exam- Bi-annual
11/22	CANINE RABIES / 3 YEAR
05/22	Canine Kennel Cough Vacc -1 ye
05/22	FECAL EXAM
11/19	Pro-Heart 12 (26-50lbs)
11/19	Pro-Heart 12 (1-25lb)
11/19	Pro-Heart 12 (51-100lbs)
05/19	HEARTWORM TEST
03/19	CANINE DIST/A2/PI/PARVOLEPTO1Y

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Newburgh, NY 12550
(845) 561-3344

Printed: 11-26-21 at 1:50p
Date: 11-23-21
Account: 19984
Invoice: 792838

Date	For	Qty	Description	Price	Discount	Net Price
11-23-21	#68-21 King	1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	135.00	94.75	40.25 **
11-23-21		1	Neuter/Canine- Town of Newburgh	93.00	13.25	79.75 **
11-23-21		1	Anesthesia- Isoflurane	302.00	302.00	0.00 **
11-23-21		1	---BloodPressureMonitoring w/anes			0.00
11-23-21		1	---PulseOximeterMonitoring w/Anes			0.00
11-23-21		1	-CapnographMonitoring w/Anesthe			0.00
11-23-21		1	----Recovery in Heated Cage			0.00
11-23-21		1	----Warm Water Blanket in Surgery			0.00
11-23-21		1	-HydromorphoneInject 2mg/ml Cont			0.00
11-23-21		0.70	TelazolInject Control Log / ml			0.00
11-23-21		3.50	Penicillin G Inject / ml Outpatient	32.34	32.34	0.00 **
11-23-21		1	Oral, Topical medication administr	8.00	8.00	0.00 **
11-23-21		1	CONSULT / EXAM - Annual Wellne	65.50	39.50	26.00 **
11-23-21		1	CANINE RABIES / 1YEAR	43.00	26.50	16.50 **
11-23-21		1	Canine Respiratory Complex- Bord	43.00	29.25	13.75 **

Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.

11-23-21		1	Canine Dist/A2/PI/Parvo/Lepto1YR	43.00	28.50	14.50 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis						
11-23-21		90	Doxycycline Hyclate Tablets 100mg	80.55	10.35	70.20 **

Total charges, this invoice...

260.95

**Total discount included: 584.44

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **#68-21 King** (Weight: 68.5 lbs - 4y) Last done

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INVOICE

Newburgh Veterinary Hospital

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845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 11-24-21 at 12:34p
Date: 11-24-21
Account: 19984
Invoice: 792915

Date	For	Qty	Description	Price	Discount	Net Price
11-24-21	#68-21 King	60	Trazodone 100mg tablets #307747	32.55	26.54	6.01 **
11-24-21		7	Vetprofen Tablets 100mg Individual	23.50	19.31	4.19 **
Total charges, this invoice...						10.20
**Total discount included: 45.85						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: #68-21 King (Weight: 68.5 lbs - 4y)	Last done
11/22 CANINE RABIES / 3 YEAR	
11/22 Lyme,HW,Ehrlichia Accu Plus4(A)	11-23-21
11/22 CanineDist/Aden/Para/Parvo/Lep	
11/22 Canine Kennel Cough Vacc -1 ye	11-23-21
05/22 Consultation/Exam- Bi-annual	11-23-21
05/22 FECAL EXAM	
11/18 Pro-Heart 12 (1-25lb)	
11/18 Pro-Heart 12 (51-100lbs)	
11/18 Pro-Heart 12 (26-50lbs)	

#68-21 King's weight history (in lbs)

11-23-21	68.50
----------	-------

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TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
(845) 564-4552

DEPARTMENT Animal Control

CLAIMANT'S
NAME **NEWBURGH VETERINARY HOSPITAL**
AND
ADDRESS **1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com**

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

TERMS Net 30 Days

Invoice # _____

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
10/28/21	789996			38.50 ✓
11/4/21	790891			192.00 ✓
11/19/21	792391			180.55 ✓
11/24/21	792923			81.43 ✓
COPY				
TOTAL				492.48

CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 492.48 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.

11/26/2021 DATE Dora M Cast SIGNATURE Office Mgr. 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.

11/30/21
Date [Signature]
Authorized Official

APPROVAL FOR PAYMENT

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

Date Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 11-29-21 at 2:26p
Date: 10-28-21
Account: 4417
Invoice: 789996

Date	For	Qty	Description	Price	Discount	Net Price
10-27-21	46c-21 Mum	1	URINALYSIS (T760)	77.00	38.50	38.50 **
Total charges, this invoice...						38.50
**Total discount included: 38.50						

Your invoice total reflects our **13Stray Cat Accounts** discount.

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 11-29-21 at 2:27p
Date: 11-04-21
Account: 4417
Invoice: 790891

Date	For	Qty	Description	Price	Discount	Net Price	
11-04-21	45c-21 Russet	1	NEUTER FELINE	111.00	69.00	42.00	**
11-04-21		1	Sedation	209.00	209.00	0.00	**
11-04-21		1	OSHA Compliance Biohazards Fee	8.20	8.20	0.00	**
11-04-21		0.15	BuprenorphineSR Inject/ml outpati	42.37	42.37	0.00	**
11-04-21		0.40	Penicillin G Inject / ml Outpatient	30.26	30.26	0.00	**
11-04-21		0.10	TelazolInject Control Log / ml			0.00	
11-04-21		1	FELINE RHINO/PANLEUK/CALICI	34.50	20.75	13.75	**
Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.							
11-04-21		1	Feline Rabies/ Purevax 1yr	45.00	25.75	19.25	**
Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.							
11-02-21	46c-21 Mum	1	Shelter body care feline #306243			68.50	
11-02-21		0.10	TelazolInject Control Log / ml			0.00	
11-02-21		3	Euthanasia - Somlethol Pent Contr			0.00	
11-03-21	54k-21 Thicket	1	FeLV/FIV ELISA in hosp	147.00	98.50	48.50	**
Total charges, this invoice...						192.00	
**Total discount included: 503.83							

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **45c-21 Russet**

		Last done
11/22	Feline Rhino/Panleuk/Calici I/	
11/22	Rabies/Purevax Feline 1yr	11-04-21

INVOICE

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FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 11-29-21 at 2:28p
Date: 11-19-21
Account: 4417
Invoice: 792391

Date	For	Qty	Description	Price	Discount	Net Price
11-19-21	55C-21	1	CONSULT / EXAM - Sick	83.50	52.25	31.25 **
11-19-21		1	PCV (Hct) / Total Protein in hosp	33.60	16.80	16.80 **
11-19-21		1	FelV/FIV ELISA in hosp	147.00	98.50	48.50 **
11-19-21		1	Shelter euthanasia and body care f			84.00
11-19-21		2	Euthanasia - Somlethol Pent Contr			0.00
11-19-21		0.10	TelazolInject Control Log / ml			0.00

Total charges, this invoice... 180.55

**Total discount included: 167.55

Your invoice total reflects our **13Stray Cat Accounts** discount.

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Newburgh Veterinary Hospital

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Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 11-24-21 at 1:50p
Date: 11-24-21
Account: 4417
Invoice: 792923

Date	For	Qty	Description	Price	Discount	Net Price
11-24-21	Rum 56k-21	1	CONSULT / EXAM - Sick	83.50	52.25	31.25 **
11-24-21		1	Ophth- Terramycin Ointment #3077	39.00	21.45	17.55 **
11-24-21		1	Azithromycin 100mg/5ml suspensio	32.55	6.94	25.61 **
11-24-21		1	Capstar Blue 11.4 mg 2-25 #			7.02

Total charges, this invoice...

81.43

**Total discount included: 80.64

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **Rum 56k-21** (Weight: 2.4 lbs - 7w) Last done

10/26	Consultation/Exam- Bi-annual
04/22	FECAL EXAM
02/22	Rabies/Purevax Feline 1yr
02/22	Neuter your pet at 5-6 months
11/21	Feline Rhino/Panleuk/Calici #

Doctor's Instructions

Conjunctivitis- feline

Newburgh Veterinary Hospital
1716 route 300, newburgh, NY, 12550
Phone: 8455642660
Email: newbvvet@gmail.com
Website: <http://newburghvet.com/>

CONFIDENTIAL

Applying Eye Drops to Cats

The proper administration of eye medication is critical in helping your cat recover from an eye injury or infection. Make sure you have carefully read the label and understand the prescription instructions. If you have any questions, contact your veterinarian for clarification.

TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
(845) 564-4552

DEPARTMENT Animal Control

CLAIMANT'S NAME AND ADDRESS
NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

TERMS Net 30 Days

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Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

Invoice # _____

Other

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/9/21	791336	COPY		144.00 ✓
			TOTAL	144.00

CLAIMANT'S CERTIFICATION

Dora M. Cast certify that the above account in the amount of \$ 144.00 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.

11/26/2021 DATE Dora M. Cast SIGNATURE Office Mgr. 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.

11/30/21 Date [Signature] Authorized Official

APPROVAL FOR PAYMENT

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

Date Auditing Board

INVOICE

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FOR: Town of Newburgh - Other
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 11-09-21 at 12:02p
Date: 11-09-21
Account: 25745
Invoice: 791336

Date	For	Qty	Description	Price	Discount	Net Price
11-06-21	Snickers	1	Consult Pocket Pet,Rabbit,Ferret-	S150.00	100.00	50.00 **
11-06-21		1	X-RAY Avian/Exotic (Box Shot)	111.00	55.50	55.50 **
11-06-21		1	URINALYSIS (T760) #306542	77.00	38.50	38.50 **
11-09-21		1	Urinalysis Normal			0.00

Total charges, this invoice... 144.00

**Total discount included: 194.00

Your old balance... 0.00

Your new balance... 144.00

Your invoice total reflects our **13Stray Cat Accounts** discount.

Snickers's weight history (in g)

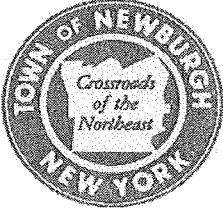
11-06-21 0.76

LIKE US ON FACEBOOK.COM!

GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

#9A



Town of Newburgh

Water and Sewer Departments

308 Gardnertown Road

Newburgh, NY 12550

To: Gil Piaquadio; Town Supervisor and Town Board Members

From: Jeff Guido; Water and Sewer Department Manager

Date: December 6, 2021

Subject: 2022 Bids

I request permission to advertise for bids to provide Water Treatment Chemicals and Alum Sludge Removal for the Chadwick Lake and Delaware Aqueduct Filtration Plants..

Please place this on the next available Town Board Meeting agenda.

Pending Town Board approval, I will coordinate with the Town Clerk to determine a date for publication of notices in the Town's official newspapers.

9B



TOWN OF NEWBURGH
1496 Route 300
NEWBURGH, NEW YORK 12550
(845) 564-4552

Date: 12/7/2021 2021 Budget

Is the budget adjustment under \$5,000? Yes: _____ No: x _____

If yes, Please give Gil a copy to sign and deliver to the Accounting Office.

If no, Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed: _____

Shortfall in Chadwick Lake Filter Plant budgeted accounts: CL produced more water this
year than last year, resulting in a higher consultant costs and the CL dam area needed
additional brush removal and grounds maintenance this year necessitating additional
landscaping services.

From:	Account Number:	<u>4002.5472</u>	Amount:	\$ (100,000.00)
	Account Description:	<u>Consutants</u>		
From:	Account Number:	<u>4002.5497</u>	Amount:	\$ (3,000.00)
	Account Description:	<u>Maint, lease, rentals</u>		
				<u>\$ (103,000.00)</u>

To:	Account Number:	<u>4001.5472</u>	Amount:	\$ 100,000.00
	Account Description:	<u>Consultants</u>		
To:	Account Number:	<u>4001.5497</u>	Amount:	\$ 3,000.00
	Account Description:	<u>Maint, lease, rentals</u>		
				<u>\$ 103,000.00</u>

Please note: The total of from/to should be equal. Total 0.0

Department Head Signature

Gil Piaquadio, Town Supervisor



10A

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552
Fax: 845-566-9486
e-mail: supervisor@townofnewburgh.org

October 5, 2021

Molly Carhart
P.O. Box 4088
New Windsor, New York, 12553

Re: Appointment as Sole Assessor for Town of Newburgh

Dear Molly:

On behalf of the Town of Newburgh Town Board, we hereby present to you our intention to appoint you as Sole Assessor for the Town of Newburgh.

Your term will begin January 1, 2022 and ends on September 30, 2025.

Your starting annual salary will be ninety-five thousand dollars (\$ 95,000.00).

You will earn retirement medical benefits after completing five (5) years of full-time service with the Town and in accordance with *Section 708: Medical Insurance Retirees* of the Employee Handbook for the Town of Newburgh.

Sincerely,

Gil Piaquadio
Supervisor, Town of Newburgh
cc: Town Board

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Molly Carhart

DEPARTMENT: Assessor

TITLE OF POSITION: Sole Assessor

FULL TIME OR PART TIME: F/T

HOURLY RATE: Frly \$ 95,000⁰⁰

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 1355.5700

PROPOSED HIRE DATE: 1/1/2022

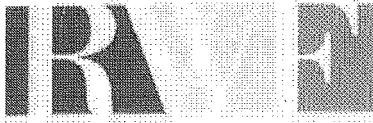
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.

Cherish M. Blach
DEPARTMENT HEAD SIGNATURE

12/13/2021
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

10B



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

Attorney-Client privileged
MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2020 and 2021);
WAL-MART REAL ESTATE BUSINESS #2104 (ROUTE 300)
OUR FILE NO. 800.24

DATE: DECEMBER 8, 2021

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy regarding the above referenced proposed settlement, a proposed Stipulation of Settlement and separate Order and Judgement and charts showing the claimed refund liability and the refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Also enclosed is a map showing the location of the tax parcel which is the subject of the proceedings.

ATTORNEYS
David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
William E. Podszus

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL
Craig F. Simon
Irene V. Villacci

The settlement provides for no reduction for either 2020 or 2021. Accordingly, the Town will have no refund liability versus claimed liability of \$151,403.01 for Town, Highway and special districts, not including the Fire District. For 2022, the assessed value will be established at 6,950,000 which is \$529,200 less than the current assessment of \$7,029,200. That assessed value should hold for 2023, 2024 and 2025, subject to the statutory exceptions. The Attorneys for the Newburgh Enlarged City School District will also be signatories to the Stipulation of Settlement.

Also attached is a proposed resolution which would authorize the Settlement.

MCT/sel
Enc.

cc: Joseph P. Pedi, Town Clerk
Assessor (via e-mail)
Deborah Smith, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Cathy L. Drobny, Esq. (via e-mail)



E. STEWART
Jones Hacker Murphy LLP
ATTORNEYS & COUNSELORS AT LAW

Please send all mail to:
SCHENECTADY

November 9, 2021

Mark C. Taylor, Esq.
Rider, Weiner & Frankel, P.C.
P.O. Box 2280
Newburgh, New York 12550

MAIN OFFICE:
28 SECOND STREET
TROY, NY 12180

200 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NY 12305

511 BROADWAY
SARATOGA SPRINGS, NY 12866

41 STATE STREET, SUITE 604-05
ALBANY, NY 12207

PHONE: (518) 274-5820
FAX: (518) 274-5875

RE: Wal-Mart Real Estate Business #2104 v. Town of Newburgh
Index Nos. ECF003547-2020 & ECF005001-2021
Our File No. 5018.122

www.joneshacker.com

Dear Mark:

Attached please find the proposed Stipulation of Settlement and Order and Judgment relative to the above-referenced proceedings. The subject property is the Wal-Mart Supercenter at 1201 Route 300 and is located in both Newburgh and New Windsor. The total building size is 208,708 sq. ft. of which 185,628 sq. ft. is in Newburgh, situated on 26.1 acres. There are currently two (2) years pending. The current assessment is \$7,029,200 which equates to a FMV of approximately \$23,469,782 in 2020 and \$24,882,123 in 2021. After a Court conference, the Court established a scheduling Order for exchange of trial-ready appraisals.

After negotiating with the petitioner's attorney, the petitioner has agreed to discontinue the 2020 and 2021 proceedings; the 2022 assessment will be \$6,500,000 and RPTL §727 will apply for 2023, 2024 and 2025, subject to the statutory exceptions. The settlement was negotiated after consideration of the cost of an appraisal and a trial. We feel that it is a good settlement and there are no refunds due from the Town.

We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Please advise me once the Resolution passes and I will sign the Stipulation of Settlement and forward it to the petitioner's attorney for submission to the Judge.

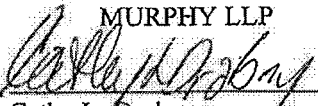
I have attached for your review copies of the refund liability charts which show the potential liability and the estimated loss of revenue for the Town in 2023.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By:


Cathy L. Drobny
cdrobny@joneshacker.com
Direct Dial: (518) 213-0116

CLD:kah

Attachments

cc: Gilbert Piaquadio, Supervisor
Lori Coady, Assessor

At a Special Term of the Supreme Court, held in
and for the County of Orange at Goshen, New York
on the ____ day of _____, 2021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of the Application of Wal-Mart Real
Estate Business #2104,

Petitioner,

v.

BOARD OF ASSESSMENT REVIEW AND/OR
ASSESSOR OF THE TOWN OF NEWBURGH
AND THE TOWN OF NEWBURGH, ORANGE
COUNTY, NEW YORK,

Respondents.

Index Number
EF003547-2020
EF005001-2021

SBL No.: 95-1-39.21

STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, who are
the attorneys for all parties of record in the above entitled proceedings, that the above entitled
proceedings are to be settled and compromised as follows:

FIRST: The assessments under review for the years 2021 and 2022, which are more fully
described in the former notices and petitioners heretofore served herein, were fixed as follows:

<u>YEAR</u>	<u>PARCEL NO.</u>	<u>LAND VALUE</u>	<u>TOTAL VALUE</u>
2020	95-1-39.21	\$1,696,500	\$7,029,200
2021	95-1-39.21	\$1,696,500	\$7,029,200

SECOND: The assessment upon the real property of the Petitioner, as found and entered upon the final assessment rolls of the Town of Newburgh prepared 2020, 2021, 2022, 2023 and 2024, shall be forthwith amended, revised and reduced in the manner follows:

<u>YEAR</u>	<u>PARCEL NO.</u>	<u>LAND VALUE</u>	<u>TOTAL VALUE</u>
2020	95-1-39.21	\$1,696,500	\$7,029,200
2021	95-1-39.21	\$1,696,500	\$7,029,200
2022	95-1-39.21	\$1,696,500	\$6,500,000
2023	95-1-39.21	\$1,696,500	\$6,500,000
2024	95-1-39.21	\$1,696,500	\$6,500,000
2025	95-1-39.21	\$1,696,500	\$6,500,000

THIRD: In consideration for the assessment revisions set forth herein, these proceedings shall be discontinued on the merits and without costs as to either party against the other subject to the refund provisions herein.

FOURTH: The officer or officers having custody of the 2021 assessment rolls of the Town of Newburgh, and of any tax rolls upon which the above-mentioned assessments, as found in the year 2021, and any taxes levied or to be levied thereon, have been entered, shall forthwith correct the entries with respect to said real property of Petitioner, in such a way as to affect the amendments, revisions and reductions hereinbefore provided with respect to said assessment rolls.

FIFTH: Petitioner waives any and all refunds owed. However, any tax bills not yet due shall be revised at this time.

SIXTH: Petitioner will be entitled to all exemptions applicable under law.

SEVENTH: An order in accordance with the terms of this stipulation may be entered herein by either party. Upon due notice of subsequent entry, these proceedings shall be thereupon discontinued on the merits, without costs in favor of either party as against the other, subject to compliance with the provisions made part hereof. Either party may move this Court on notice to the other for any relief it shall deem appropriate for the construction or enforcement of this stipulation.

DATED:

Stavitsky & Associates, LLC
By: James T. Ryan III, Esq.
Attorneys for Petitioner
350 Passaic Ave
Fairfield, New Jersey 07004

DATED:

Jones Hacker Murphy, LLP
By: Cathy L. Drobny, Esq.
Attorneys for Respondent
200 Harborside Drive, Suite 300
Schenectady, New York 12305

DATED:

Shaw, Perelson, May & Lambert, LLP
By: Marc E. Sharff, Esq.
Attorneys for Intervenor-Respondent,
Newburgh Central School District
115 Stevens Avenue
Valhalla, New York 10595

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF ORANGE

In the Matter of the Application of Wal-Mart Real Estate Business #2104,

 Petitioner,

 v.

 BOARD OF ASSESSMENT REVIEW AND/OR ASSESSOR OF THE TOWN OF NEWBURGH AND THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK,

 Respondents.

Index Number
 EF003547-2020
 EF005001-2021

SBL No.: 95-1-39.21

ORDER AND JUDGMENT

Upon reading and filing the Stipulation of counsel submitted herein, and upon due consideration and deliberation having approved of the terms and conditions thereof,

NOW, on consent of all the attorneys of record for the original parties, be it and it hereby is **ORDERED AND ADJUDGED** that the assessments for the years 2020 and 2021 against the property of the Petitioner, which assessments are more particularly described in the petitions in the above-entitled proceedings, be and the same hereby is, adjusted, revised and reduced to the extent that the final valuation therein shall be corrected to be stated as follows:

	<u>YEAR</u>	<u>PARCEL NO.</u>	<u>ASSESSED</u> <u>VALUE</u>	<u>NEW ASSESSED</u> <u>VALUE</u>	<u>REDUCTION</u>
<u>Total Assessment</u>	2020	95-1-39.21	\$7,029,200	\$7,029,200	\$0
<u>Total Assessment</u>	2021	95-1-39.21	\$7,029,200	\$6,500,000	\$529,200

ORDERED, that the officer or officers having custody of the tax rolls containing said assessment, and of any tax rolls upon which the above-mentioned assessments, as found in the 2020 and 2021 and any taxes levied or to be levied thereon, have been entered, shall forthwith correct the entry with respect to said real property of Petitioner, in such a way as to effect the amendments, revisions and reductions hereinbefore provided with respect to said assessments, and it is further

ORDERED that Petitioner waive any and all refunds owed as a result of this settlement. However, any tax bills not yet due shall be revised in accordance with the revised assessment herein; and it is further

ORDERED, that Petitioner will be entitled to all exemptions applicable under law; and it is further

ORDERED, that the amendments, reductions and revisions set forth herein are subject to the provisions of Real Property Tax Law §727, as set forth in the accompanying Stipulation of Settlement; and it is further

ORDERED, that any party to this proceeding may make application at the foot of this order, upon notice to the Court, to any Justice of this Judicial District of this Court for such order, further and different relief as may be necessary and proper to enforce or construe the provisions of this order; and it is further

ORDERED that, upon each taxing unit's compliance with the terms of this Order, the above-entitled proceedings shall be discontinued on the merits, without costs, disbursements or fees to any party as against the other.

DATED: _____, 2021

_____, New York

Hon. Catherine M. Bartlett

WAL-MART v. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2020	95-1-39.21	\$ 7,029,200	\$ 3,331,938	29.95%	\$ 23,469,783	\$ 11,125,002	\$ 3,697,262	County	\$ 43,862.43
								Town	\$ 40,186.28
								Highway	\$ 17,566.45
								Fire-OL	\$ 15,210.54
								Spec. Dist	\$ 16,070.89
								Library	\$ 13,095.99
								School	\$ 265,778.39
								County	\$ 46,127.14
2021	95-1-39.21	\$ 7,029,200	\$ 3,142,813	28.25%	\$ 24,882,124	\$ 11,125,002	\$ 3,886,387	Town	\$ 42,241.92
								Highway	\$ 18,454.51
								Fire-OL	\$ 15,988.60
								Spec. Dist	\$ 16,892.96
								Library	\$ 13,687.01
								School	\$ 277,772.94
								County	\$ 90,009.57
								TOWN	\$ 82,428.20
								HIGHWAY	\$ 36,010.96
								FIRE-OL	\$ 31,199.13
								SP. DIST.	\$ 32,963.85
								LIBRARY	\$ 26,783.01
								SCHOOL	\$ 543,551.34
								Total	\$ 842,946.05

2021 Town/County tax rates were used to calculate refunds for the 2021 proceeding

WALMART V. NEWBURGH SETTLEMENT

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability	
2020	95-1-39.21	\$ 7,029,200	\$ 7,029,200	29.95%	\$ 23,469,783	\$ 23,469,783	\$ -	County	\$ 11,8689	\$ -
								Town	10,8692	\$ -
								Highway	4,7485	\$ -
								Fire-OL	4,114	\$ -
								Spec. Dist	4,3467	\$ -
								Library	3,542079	\$ -
								School	71,885193	\$ -
2021	95-1-39.21	\$ 7,029,200	\$ 7,029,200	28.25%	\$ 24,882,124	\$ 24,882,124	\$ -	County	11,8689	\$ -
								Town	10,8692	\$ -
								Highway	4,7485	\$ -
								Fire-OL	4,114	\$ -
								Spec. Dist	4,3467	\$ -
								Library	3,521783	\$ -
								School	71,473310	\$ -
2022	95-1-39.21	\$ 7,029,200	\$ 6,500,000	28.25%	\$ 24,882,124	\$ 23,008,850	\$ 529,200	County	11,8689	\$ 6,281.02
								Town	10,8692	\$ 5,751.98
								Highway	4,7485	\$ 2,512.91
								Fire-OL	4,114	\$ 2,177.13
								Spec. Dist	4,3467	\$ 2,300.27
								Library	3,521783	\$ 1,663.73
								School	71,473310	\$ 37,823.68
Newburgh										
2021 Town/County tax rates were used to calculate proposed loss of revenue for the Town in 2023										

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 13th day of December, 2021 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor
Elizabeth J. Greene, Councilwoman
Paul I. Ruggiero, Councilman
Scott M. Manley, Councilman
Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #95-1- 39.21
WAL-MART REAL ESTATE BUSINESS
#2104 (1201 ROUTE 300)
INDEX NUMBERS 2020-EF003547 and
2021-EF005001

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

WHEREAS, Wal-Mart Real Estate Business #2104 (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of a shopping center and related improvements located on a parcel of land on NYS Route 300 (Section 95-Block 1-Lot 39.21) on the tax assessment roll for the tax years 2020 and 2021; and

WHEREAS, special counsel to the Town, E. Stewart Jones Hacker Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioner, the terms of which are embodied in a proposed Stipulation of Settlement and a proposed Order and Judgment annexed hereto and recommended that the Town Board authorize the settlement; and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and directs E. Stewart Jones Hacker Murphy, LLP to execute and deliver the Stipulation of Settlement on behalf of the Town; and

BE IT FURTHER RESOLVED, that E. Stewart Jones Hacker Murphy, LLP, the Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, documents and papers as

may be necessary to effectuate and carry out the settlement; and

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

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

DATE OF COUNTY... PLATED FOR... FILE NO. OF THE... PLATED FOR... FILE NO. OF THE... PLATED FOR... FILE NO. OF THE... PLATED FOR... FILE NO. OF THE...

LEGEND

ORANGE COUNTY - NEW YORK

NOTICE TO THE PUBLIC: This plat has been prepared by the Orange County Surveyor's Office, and it is hereby certified that the same has been approved by the Board of Supervisors of Orange County, New York, and that the same is true and correct.



TOWN OF NEWBURGH
Scale 1" = 400'
Section No. 95

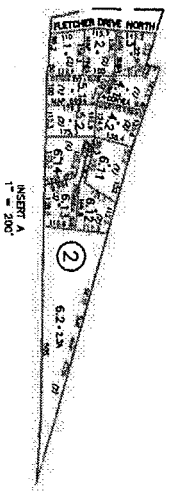
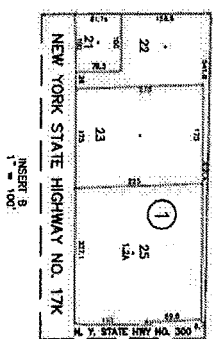
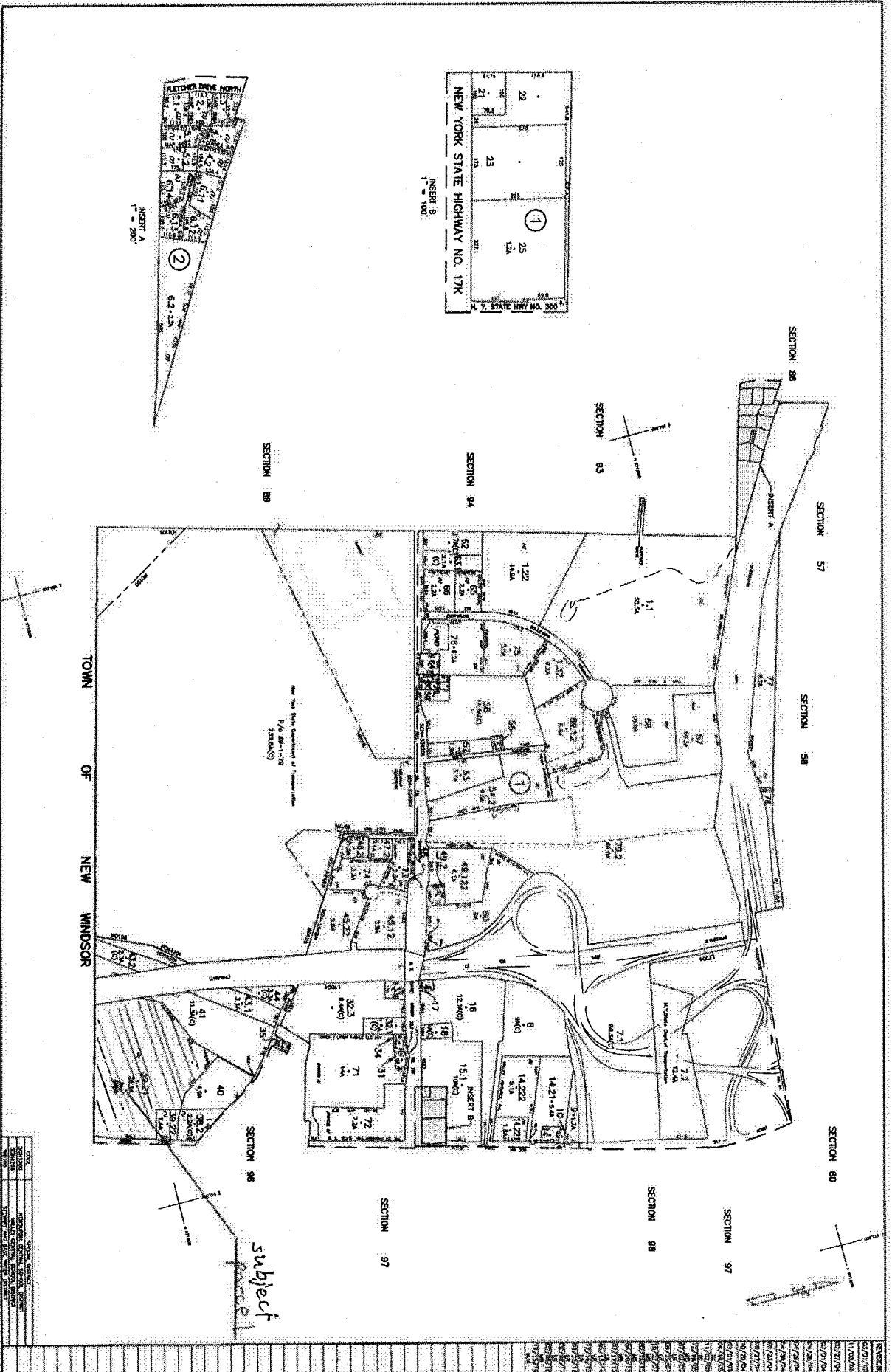




Image Mate Online

Navigation GIS Map Tax Maps | DTF Links

Help Contact Us Log In

Commercial

- Property Info
- Owner/Sales
- Inventory
- Improvements
- Tax Info
- Report
- Comparables

Municipality of Newburgh

SWIS:	334600	Tax ID:	95-1-39.21
-------	--------	---------	------------

Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	1201 Route 300		
Property Class:	453 - Large retail	Site Property Class:	453 - Large retail
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Not Applicable
Neighborhood:	41126 -	School District:	Newburg
Property Description:	Lt 2 Patsalos SM 8612		
Total Acreage/Size:	26.10	Equalization Rate:	----
Land Assessment:	2021 - \$1,696,500	Total Assessment:	2021 - \$7,029,200
Full Market Value:	2021 - \$24,882,100		
Deed Book:	11038	Deed Page:	75
Grid East:	608784	Grid North:	970888
Bank Code:	N/A		


Special Districts for 2021

Description	Units	Percent	Type	Value
FD030-Orange lk fire	0	0%		0
LT004-Consol It	0	0%		0
WD001-Consol wtr 1	0	0%		0
WD002-Consol wtr 2	0	0%		0

Land Types

Photographs

(Click on photo to enlarge it.)



Photo

Photo 1 of 7

Pictometry Connect

Documents

No documents found for this parcel

Maps

- [View Tax Map](#)
- [Pin Property on GIS Map](#)
- [View in Google Maps](#)
- [View in Bing Maps](#)

Map Disclaimer

Type	Size
Primary	27.80 acres



Image Mate Online

Navigation GIS Map Tax Maps | DTF Links

Help Contact Us Log In

Commercial

Property Info

Owner/Sales

Inventory

Improvements

Tax Info

Report

Comparables

Municipality of Newburgh

SWIS:	334600	Tax ID:	95-1-39.21
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Ownership Information

Name	Secondary Name	Address
Wal-Mart Real Estate Business	Property Tax Dept 0555	P.O. Box 8050 Bentonville AR 72712

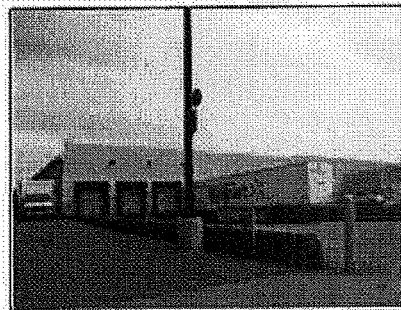
Sale Information

No Sales Information Available

Historic Deed Information

Photographs

(Click on photo to enlarge it.)



Photo

Photo 1 of 7



Pictometry Connect

Documents

No documents found for this parcel

Maps

View Tax Map

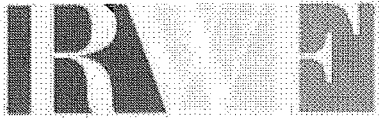
Pin Property on GIS Map

View in Google Maps

View in Bing Maps

Map Disclaimer

#10C



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

Attorney-Client privileged
MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2016, 2017, 2018,
2019, 2020 and 2021);
JDMH REAL ESTATE OF NEWBURGH, LLC (ROUTE 300)
OUR FILE NO. 800.24

DATE: December 8, 2021

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
William E. Podszus

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon
Irene V. Villacci

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy regarding the above referenced proposed settlement, a proposed Consent Order and Judgment and charts showing the claimed refund liability and the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Also enclosed is a map showing the location of the tax parcels which are the subject of the proceedings which contains the Restaurant Depot on Route 300.

The settlement provides for a discontinuance of the proceedings for 2016, when the parcel was still vacant, and 2017. For 2018, there will be a reduction in assessed value of \$270,578 from \$2,610,000 to \$2,329,422. For 2019, the reduction will be \$393,901 from \$2,610,000 to \$2,206,099. For 2020, there will be a reduction in the assessed value on the parcel by \$548,054 from \$2,610,000 to \$2,051,946, and for 2021, a reduction in the assessed value of \$664,525 from \$2,610,000 to \$1,935,475. The Consent Order and Judgment specifies that the provisions of RPTL Section 727 apply, holding the Assessed Value at \$1,935,475 for the 2022, 2023 and 2024 assessment rolls, subject to the statutory exceptions.

The charts indicate that the refund liability for the Town (including Highway but not including special districts and the Fire District) will be approximately \$18,975.48 in total versus claimed liability of approximately \$91,862.06.

Also attached is a proposed resolution which would authorize the Settlement.

MCT/sel
Enc.

cc: Joseph P. Pedi, Town Clerk
Assessor (via e-mail)
Deborah Smith, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Cathy L. Drobny, Esq. (via e-mail)



E. STEWART
Jones Hacker Murphy LLP
ATTORNEYS & COUNSELORS AT LAW

Please send all mail to:
SCHENECTADY

November 9, 2021

VIA E-MAIL - mtaylor@riderweiner.com

Mark C. Taylor, Esq.
Rider, Weiner & Frankel, P.C.
P.O. Box 2280
Newburgh, New York 12550

Re: JMDH Real Estate of Newburgh, LLC v. Town of Newburgh
Index Nos. EF004521-2016, EF005498-2017, EF007278-2018,
EF005501-2019, EF003410-2020 & EF-004872-2021
Our File No. 5018.142

MAIN OFFICE:
28 SECOND STREET
TROY, NY 12180

200 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NY 12305

511 BROADWAY
SARATOGA SPRINGS, NY 12866

41 STATE STREET, SUITE 604-05
ALBANY, NY 12207

PHONE: (518) 274-5820
FAX: (518) 274-5875

www.joneshacker.com

Dear Mr. Taylor:

Attached please find the proposed Consent Order & Judgment relative to the above-referenced proceedings. There are currently six (6) years pending.

The property that is the subject of these proceedings is the 62,284 sq. ft. Restaurant Depot located at 1281 Route 300 (Tax Map #95-1-8). The FMV ranges from \$7,578,400 in 2017 to \$9,203,500 in 2021. The 2016 proceeding is for the land only (FMV \$975,000). After review of the documents received, review of similar properties and other Restaurant Depots in New York State, a settlement was negotiated. The proposed settlement discontinues the 2016 and 2017 proceedings and reduces the assessment of the property to an equalized FMV of \$6,851,241 in 2018, \$6,851,239 in 2019, 2020 and 2021. The 2021 assessed value as reduced will be held for 2022, 2023 and 2024 pursuant to the statute, subject to the usual exceptions.

After considering the cost of trial-ready appraisals and litigation costs, we feel that this is a good settlement. I have attached for your review copies of the refund liability charts, which show the potential liability versus the proposed settlement refund liability.¹

We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board meeting for approval. Once the Resolution passes, please let me know and I will sign the Order.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By: 

Cathy L. Drobny
cdrobny@joneshacker.com
Direct Dial: (518) 213-0116

CLD:kah
Attachments
cc: Lori Coady, Assessor
Gilbert Piaquadio, Supervisor

¹ The subject property has a business exemption and the refund amounts calculated may not be 100% accurate.

File 0008-0114R

At a Special Condemnation and Tax Certiorari Term of the Supreme Court of the State of New York, held in and for the County of Orange, Goshen, New York, on the day of , 20 .

P R E S E N T :

HON. CATHERINE M. BARTLETT, A.J.S.C.

Justice.

-----X
In the Matter of

CONSENT ORDER & JUDGMENT

JMDH REAL ESTATE OF NEWBURGH, LLC,

Petitioner,

-against-

THE BOARD OF ASSESSORS AND/OR THE ASSESSOR OF THE TOWN OF NEWBURGH AND THE BOARD OF ASSESSMENT REVIEW,

<u>Index No.</u>	<u>Assessment Year</u>
EF004521-2016	2016
EF005498-2017	2017
EF007278-2018	2018
EF005501-2019	2019
EF003410-2020	2020
EF004872-2021	2021

Tax Map No.: 95-1-8

Respondents.

And

NEWBURGH ENLARGED CITY SCHOOL DISTRICT,

Respondent-Intervenor.

-----X
The above petitioners having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of Newburgh with respect to premises located at Co. Highway 38, Newburgh, New York, also designated as Section 95, Block 1, Lot 8 on the Official Assessment Map of the Town of Newburgh for the assessment years 2016 through 2021, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by WARREN M. DUBITSKY, ESQ., Special Counsel to RUSKIN MOSCOU FALTISCHEK, P.C., the respondents having appeared by CATHY L. DROBNY, ESQ., of E. STEWART JONES HACKER MURPHY, LLP, Attorneys for

the Town of Newburgh, and the respondent-intervenor having appeared by MARC E. SHARFF, ESQ. of SHAW PERELSON MAY & LAMBERT, LLP, and the parties having made their settlement, it is

ORDERED, that the assessments on the above-referenced property be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

Assessment Year	Tax Map Number	Original Assessed Value	Reduction	Corrected Assessed Value
2016	95-1-8	\$351,000	\$0	\$351,000
2017	95-1-8	\$2,610,000	\$0	\$2,610,000
2018	95-1-8	\$2,600,000	\$270,578	\$2,329,422
2019	95-1-8	\$2,600,000	\$393,901	\$2,206,099
2020	95-1-8	\$2,600,000	\$548,054	\$2,051,946
2021	95-1-8	\$2,600,000	\$664,525	\$1,935,475

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Newburgh Enlarged City School District, the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and are hereby directed and authorized to audit, allow and to

pay to the petitioner the amount, if any, of State, County, Town, Judiciary, Sewer District and any special taxes paid by the petitioner as taxes against said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within ninety (90) days from the date of service of a copy of this judgment with Notice of Entry, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the Town of Newburgh, and/or any of the various taxing authorities, be made by check or draft payable to the order of RUSKIN MOSCOU FALTISCHEK, P.C., as attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED, that in the event that the taxes are unpaid and have already been billed for the Town of Newburgh in accordance with the original assessed valuation, the officer or officers having custody of said assessment rolls are hereby directed to forward to petitioner, care of RUSKIN MOSCOU FALTISCHEK, P.C., attorneys for Petitioner, East Tower, 15th Floor, 1425 RXR Plaza, Uniondale, NY 11556-1425, a new bill or bills, taxing said petitioners on the basis of the final total assessed valuation as herein provided, as well as recalculating any and all interest and penalties that might be due, and it is further

ORDERED AND DIRECTED, that the terms of R.P.T.L. §727 shall apply to this settlement in all respects for the 2022, 2023 and 2024 assessment years; and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

A.J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

E. STEWART JONES HACKER MURPHY, LLP

By: CATHY L. DROBNY, ESQ.
Attorneys for Respondents
28 Second Street
Troy, NY 12180
cdrobny@joneshacker.com

RUSKIN MOSCOU FALTISCHEK, P.C.


By: WARREN M. DUBITSKY, ESQ., Special Counsel
Attorneys for Petitioner
East Tower, 15th Floor
1425 RXR Plaza
Uniondale, NY 11556-1425
wdubitsky@hermankatz.com

SHAW PERELSON MAY & LAMBERT, LLP

By: MARC E. SHARFF, ESQ.
Attorneys for Respondent-Intervenor
115 Stevens Avenue
Valhalla, NY 10595
msharff@shawperelson.com

JMDH v. Newburgh

Year	Parcel Number	Assessed Value	Taxable Assessed Value	Claimed Assessed Value	Charter		Eq. Rate	FMV	Claimed FMV	Difference Assessed Value	Difference Taxable Assessed Value	Tax Rate	Refund Liability
					Assessed Value	Taxable Value							
2018	95-1-8	\$ 351,000	\$ 351,000	\$ 351,000	\$ 351,000	\$ 351,000	36.00%	\$ 975,000	\$ 975,000	\$ 315,900	\$ 315,900	County 10.726%	\$ 3,398.53
												Town 8.958%	\$ 2,929.45
												Highway 4.791%	\$ 1,513.73
												Fire-OL 4.029%	\$ 1,272.82
												Sp. Dist. 4.567%	\$ 1,474.40
												Library 3.992%	\$ 1,071.92
												School 75.038%	\$ 23,704.81
2017	95-1-8	\$ 2,610,000	\$ 2,610,000	\$ 261,000	\$ 261,000	\$ 261,000	34.44%	\$ 7,578,397	\$ 757,840	\$ 2,349,000	\$ 2,349,000	County 11.126%	\$ 26,135.21
												Town 9.211%	\$ 21,698.52
												Highway 5.274%	\$ 12,389.33
												Fire-OL 3.927%	\$ 9,224.99
												Sp. Dist. 4.551%	\$ 10,926.37
												Library 3.472%	\$ 8,156.80
												School 75.922%	\$ 178,342.81
2018	95-1-8	\$ 2,600,000	\$ 1,499,900	\$ 260,000	\$ 150,467	\$ 150,467	34.00%	\$ 7,647,059	\$ 764,706	\$ 2,340,000	\$ 1,348,433	County 11.030%	\$ 14,873.89
												Town 9.413%	\$ 12,693.07
												Highway 5.458%	\$ 7,360.29
												Fire-OL 3.981%	\$ 9,316.49
												Sp. Dist. 4.337%	\$ 5,948.63
												Library 3.410%	\$ 4,598.71
												School 73.757%	\$ 99,456.61
2019	95-1-8	\$ 2,600,000	\$ 1,809,010	\$ 260,000	\$ 161,507	\$ 161,507	32.20%	\$ 8,074,534	\$ 807,453	\$ 2,340,000	\$ 1,447,503	County 11.579%	\$ 18,761.94
												Town 9.556%	\$ 13,977.09
												Highway 3.461%	\$ 7,949.11
												Fire-OL 4.110%	\$ 9,618.57
												Sp. Dist. 4.344%	\$ 6,288.24
												Library 3.438%	\$ 4,977.61
												School 72.719%	\$ 105,261.75
2020	95-1-8	\$ 2,600,000	\$ 1,719,120	\$ 260,000	\$ 171,912	\$ 171,912	29.95%	\$ 8,681,135	\$ 868,114	\$ 2,340,000	\$ 1,547,208	County 11.870%	\$ 18,365.36
												Town 10.870%	\$ 18,818.15
												Highway 4.750%	\$ 7,349.24
												Fire-OL 4.114%	\$ 9,626.76
												Sp. Dist. 4.346%	\$ 6,725.25
												Library 3.542%	\$ 5,480.33
												School 71.985%	\$ 111,221.39
2021	95-1-8	\$ 2,600,000	\$ 1,629,230	\$ 260,000	\$ 182,936	\$ 182,936	28.25%	\$ 9,203,540	\$ 920,354	\$ 2,340,000	\$ 1,646,294	County 11.870%	\$ 19,541.51
												Town 10.870%	\$ 17,895.22
												Highway 4.750%	\$ 7,819.90
												Fire-OL 4.114%	\$ 9,626.76
												Sp. Dist. 4.346%	\$ 7,155.95
												Library 3.521%	\$ 5,797.89
												School 71.473%	\$ 117,656.08
												County 11.870%	\$ 89,542.70
												Town 11.870%	\$ 81,383.53
												Highway 4.750%	\$ 30,478.53
												Fire-OL 4.114%	\$ 38,188.57
												Sp. Dist. 4.346%	\$ 26,018.27
												Library 3.521%	\$ 20,854.55
												School 71.473%	\$ 453,805.79
												Total	\$ 880,071.92

2021 Town/County tax rates were used to calculate refunds for the 2021 proceedings

JMDH v. Newburgh Settlement

Year	Parcel Number	Assessed Value	Taxable Assessed Value	Reduced Assessed Value	Assessed Taxable Value	Eq. Rate	FMV	Reduced FMV	Difference Assessed Value	Difference Taxable Assessed Value	2021		
											Town/County	Return Liability	
2016	95-1-3	\$ 351,000	\$ 351,000	\$ 351,000	\$ 351,000	38.09%	\$ 975,000	\$ 975,000	\$ -	\$ -	County	10.726%	\$ -
											Town	8.956%	\$ -
											Highway	4.791%	\$ -
											Fire-OL	4.022%	\$ -
											Sp. Dist.	4.687%	\$ -
											Library	3.992%	\$ -
											School	75.038%	\$ -
											County	11.126%	\$ -
											Town	9.218%	\$ -
											Highway	5.274%	\$ -
											Fire-OL	3.927%	\$ -
											Sp. Dist.	4.651%	\$ -
											Library	3.472%	\$ -
											School	75.922%	\$ -
											County	11.030%	\$ -
											Town	9.413%	\$ -
											Highway	5.459%	\$ -
											Fire-OL	4.588%	\$ -
											Sp. Dist.	3.981%	\$ -
											Library	4.337%	\$ -
											School	3.410%	\$ -
											County	73.757%	\$ -
											Town	11.579%	\$ -
											Highway	11.579%	\$ -
											Fire-OL	9.650%	\$ -
											Sp. Dist.	5.491%	\$ -
											Library	4.105%	\$ -
											School	4.344%	\$ -
											County	3.438%	\$ -
											Town	72.778%	\$ -
											Highway	11.870%	\$ -
											Fire-OL	10.870%	\$ -
											Sp. Dist.	4.750%	\$ -
											Library	4.114%	\$ -
											School	3.542%	\$ -
											County	71.885%	\$ -
											Town	11.870%	\$ -
											Highway	10.870%	\$ -
											Fire-OL	4.750%	\$ -
											Sp. Dist.	4.114%	\$ -
											Library	3.521%	\$ -
											School	71.473%	\$ -
											County	71.473%	\$ -
											Town	14.394%	\$ -
											Highway	12.843%	\$ -
											Fire-OL	6.132%	\$ -
											Sp. Dist.	7.684%	\$ -
											Library	5.342%	\$ -
											School	4.300%	\$ -
											County	38.897%	\$ -
											Total	139,396.97	\$ -

2021 Town/County tax rates were used to calculate refunds for the 2021 proceeding

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 13th day of December, 2021 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor
Elizabeth J. Greene, Councilwoman
Paul I. Ruggiero, Councilman
Scott M. Manley, Councilman
Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #95-1- 8
JDMH REAL ESTATE OF NEWBURGH, LLC
(1281 ROUTE 300)
INDEX NUMBERS 2016-004521, 2017-
005498, 2018-007278, 2019-005501, 2020-
EF003410 and 2021-EF004872

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

WHEREAS, Wal-Mart Real Estate Business #2104 (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of a Restaurant Depot and related improvements located on a parcel of land on NYS Route 300 (Section 95-Block 1-Lot 8) on the tax assessment roll for the tax years 2016, 2017, 2018, 2019, 2020 and 2021; and

WHEREAS, special counsel to the Town, E. Stewart Jones Hacker Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioner, the terms of which are embodied in a proposed Consent Order and Judgment annexed hereto and recommended that the Town Board authorize the settlement; and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and directs E. Stewart Jones Hacker Murphy, LLP to execute and deliver the Consent Order and Judgment on behalf of the Town; and

BE IT FURTHER RESOLVED, that E. Stewart Jones Hacker Murphy, LLP, the Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and

delivered, in the name of and on behalf of the Town, all such certificates, documents and papers as may be necessary to effectuate and carry out the settlement; and

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

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

TITLE OF COUNTY		TOWN OF NEWBURGH		SECTION NO. 55	
DATE OF RECORD	1924	DATE OF RECORD	1924	DATE OF RECORD	1924
RECORD NO.	100	RECORD NO.	100	RECORD NO.	100
DATE OF RECORD	1924	DATE OF RECORD	1924	DATE OF RECORD	1924
RECORD NO.	100	RECORD NO.	100	RECORD NO.	100

LEGEND

ORANGE COUNTY - NEW YORK

ADJOINING REFERENCE



TOWN OF NEWBURGH

Scale 1" = 400'

Section No. 55

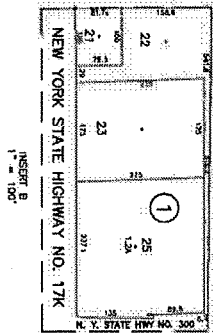
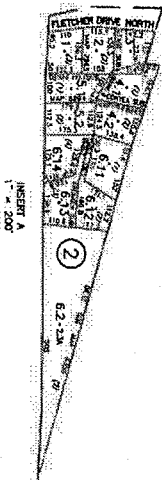
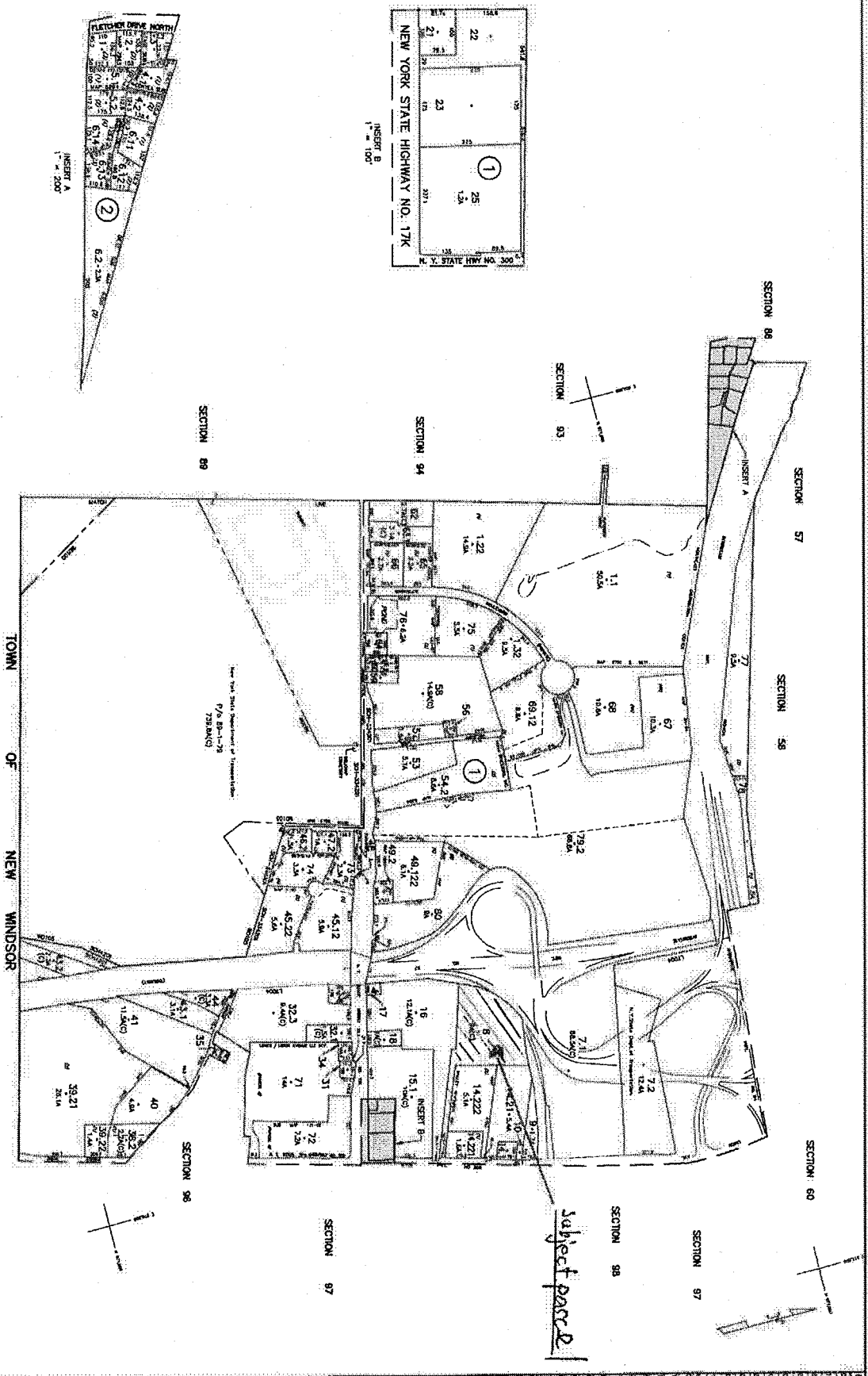




Image Mate Online

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Commercial

- Property Info
- Owner/Sales
- Inventory
- Improvements
- Tax Info
- Report
- Comparables


Municipality of Newburgh			
SWIS:	334600	Tax ID:	95-1-8
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Taxable
Address:	1281 Route 300		
Property Class:	454 - Supermarket	Site Property Class:	454 - Supermarket
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	04 -	Bldg. Style:	Not Applicable
Neighborhood:	41126 -	School District:	Newburg
Property Description:	Legal description not given for property		
Total Acreage/Size:	9.00	Equalization Rate:	----
Land Assessment:	2021 - \$397,800	Total Assessment:	2021 - \$2,600,000
Full Market Value:	2021 - \$9,203,500		
Deed Book:	14024	Deed Page:	1012
Grid East:	609176	Grid North:	974574
Bank Code:	N/A		

Special Districts for 2021				
Description	Units	Percent	Type	Value
FD030-Orange lk fire	0	0%		0
LT004-Consol lt	0	0%		0
WD001-Consol wtr 1	0	0%		0
WD002-Consol wtr 2	0	0%		0

Land Types

Photographs

(Click on photo to enlarge it.)



Photo

Photo 1 of 18 →

Pictometry Connect

Documents

No documents found for this parcel

Maps

- View Tax Map
- Pin Property on GIS Map
- View in Google Maps
- View in Bing Maps

Map Disclaimer

Type	Size
Primary	9.00 acres



Image Mate Online

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- Commercial
- Property Info
- Owner/Sales
- Inventory
- Improvements
- Tax Info
- Report
- Comparables

Municipality of Newburgh

SWIS: 334600 Tax ID: 95-1-8

Ownership Information

Name	Secondary Name	Address
LLC JMDH Real Estate of Newburgh		17-10 Whitestone Expy Whitestone NY 11357

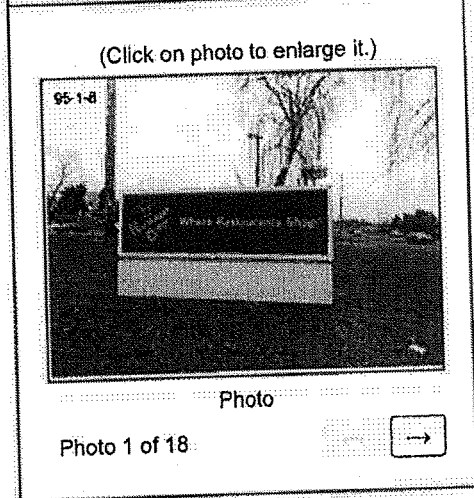
Sale Information

Sale Date	Price	Property Class	Sale Type	Prior Owner
3/15/2016	\$2,350,000	330 - Vacant comm	Land Only	Rt 300 Newburgh Partners LLC
	Value Usable	Arms Length	Deed Book	Deed Page
	Yes	Yes	14024	1012

Sale Date	Price	Property Class	Sale Type	Prior Owner
4/20/2005	\$1,032,000	330 - Vacant comm	Land Only	Kirwin, Emily
	Value Usable	Arms Length	Deed Book	Deed Page
	No	Yes	11820	1772

Sale Date	Price	Property Class	Sale Type	Prior Owner
11/12/2002	\$200,000	330 - Vacant comm	Land Only	Fusco, Anthony M
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	6097	92

Photographs



Pictometry Connect

Documents
No documents found for this parcel

Maps

- View Tax Map
- Pin Property on GIS Map
- View in Google Maps
- View in Bing Maps
- Map Disclaimer

Historic Deed Information



HIGHWAY DEPARTMENT

#11A

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Mark Hall, Highway Superintendent *MH*

DATE: December 6, 2021

RE: 2 (Two) Truck Body's & Plows Bid

I would like to be put on the agenda, to go out to bid for 2 (Two) Truck Body's & Plows for the Single Axle Class 8 Truck. The dates will be worked out with the Town Clerk's Office.

If you have any questions please feel free to call me. Thanking you in advance.

MH/ch
cc: Ron Clum, Accounting

#11B

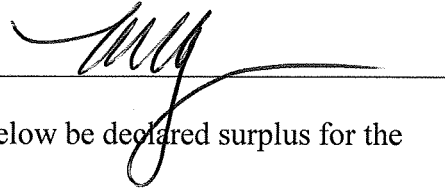
Fleet Maintenance
Town of Newburgh
88 Gardnertown Rd.
Newburgh, NY 12550
845-561-2288 / Fax 845-561-3975

TO: Gil Piaquadio, Supervisor and Town Board Members

FROM: Mark Hall, Highway and Fleet Superintendent

DATE: December 6, 2021

RE: Surplus



We are requesting that the vehicles and items listed below be declared surplus for the purpose of disposal via auction. Thank you

VEHICLES:			
YEAR	MAKE	MODEL	VIN #
2006	Jeep	Cherokee	1J4GR48K66C321978
2002	International	Dump Truck	1HTGEAER22H507535
2010	Ford	Crown Vic	2FABP7BV3AX134337
2004	Chevy	Impala	2G1WF52E349369440
2004	Chevy	Impala	2G1WH55K949449482
2000	Dodge	Caravan	2B4GP45R6YR686861
2011	Ford	Crown Vic	2FABP7BV9BX155730

ITEMS:

- Wood
- Wood Chip
- Chip/Stone Mixed
- Compost Pile
- F250 Bed & Tailgate
- Radar Trailers



12A

10 December 2021

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, SUPERVISOR
TOWN BOARD

SUBJECT: MATRIX LOGISTICS CENTER AT NEWBURGH PB# 20-17
TOWN PLANNING BOARD # 2020-04
EROSION CONTROL COST ESTIMATE

Dear Supervisor Piaquadio,

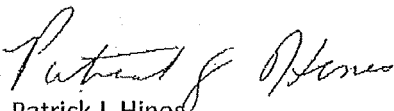
This office has reviewed a Cost Estimate prepared by Langan Engineers for the Soil Erosion and Sediment Control Plans for the subject project. Attached under cover of this letter is a copy of the Cost Estimate prepared by Langan Engineers. The unit costs utilized to calculate the Erosion and Sediment Control Security are based on costs provided to the applicants representative by MHE Engineering.

Based on a review of the Cost Estimate this office takes no exception to the Town Board accepting Erosion and Sediment Control Security in the amount of \$755,320.00. A copy of the Cost Estimate prepared by Langan Engineers is attached for your use. An Erosion and Sediment Control Inspection Fee typically required has been covered under a separate Developer's Agreement for site monitoring.

This action requires Town Board approval for the establishment of the securities in the amount of \$755,320.00

Very Truly Yours,

MHE Engineering, D.P.C.


Patrick J. Hines
Principal
PJH/kbw

Cc: Joseph Pedi, Town Clerk
James Osborne, Town Engineer
Gerald Canfield, Code Enforcement
John Ewasutyn, Town Planning Board Chairman

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

Project Name: Matrix Logistics Center
 Planning Board No.:

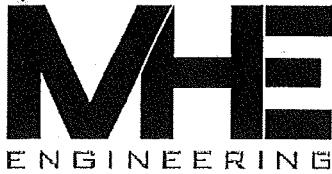
Municipality: Town of Newburgh
 Date: 10/19/2021

PUBLIC IMPROVEMENT UNIT PRICES
 (Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
<u>Erosion Control</u>							
Cut and Chip Trees	AC	\$ 8,820.50		-		\$ -	\$ -
Stump removal and disposal	AC	\$ 6,105.50		-		\$ -	\$ -
Erosion Control	AC	\$ 4,340.00		-		\$ -	\$ -
Silt Fence	LF	\$ 6.50	10,202	\$ 66,313.00		\$ -	\$ 66,313.00
Construction Fence	LF	\$ 3.00	12,837	\$ 38,511.00		\$ -	\$ 38,511.00
Fiber Roll	LF	\$ 15.00	14,957	\$ 224,355.00		\$ -	\$ 224,355.00
Stabilized Construction Entrance	SY	\$ 25.00	8,425	\$ 210,625.00		\$ -	\$ 210,625.00
Temporary Seeding	AC	\$ 1,500.00	39	\$ 58,500.00		\$ -	\$ 58,500.00
Inlet Protection	EA	\$ 300.00	62	\$ 18,600.00		\$ -	\$ 18,600.00
Temporary Sediment Basin	EA	\$ 10,000.00	6	\$ 60,000.00		\$ -	\$ 60,000.00
Check Dam	EA	\$ 300.00	1	\$ 300.00		\$ -	\$ 300.00
Concrete Washout	EA	\$ 1,000.00	5	\$ 5,000.00		\$ -	\$ 5,000.00
Diversion Swale	LF	\$ 9.00	8,124	\$ 73,116.00		\$ -	\$ 73,116.00
Total				\$ 755,320.00		\$ -	\$ 755,320.00

Notes:
 1. Added line items for erosion control measures.

#12B



10 December 2021

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, SUPERVISOR
TOWN BOARD

SUBJECT: MATRIX LOGISTICS CENTER AT NEWBURGH PB# 20-17
TOWN PLANNING BOARD # 2020-04
PUBLIC ROAD SECURITY

Dear Supervisor Piaquadio,

This office has reviewed a Cost Estimate prepared by Langan Engineers for the Private (Public) Roadway Improvements for the subject project. Attached under cover of this letter is a copy of the Cost Estimate prepared by Langan Engineers. The unit costs utilized to calculate the Roadway Securities are based on costs provided to the applicants representative by MHE Engineering.

Based on the above this office takes no exception to the Town Board accepting Roadway Security in the amount of \$1,382,221.56. A separate Inspection Fee is typically required which has been covered under a Developer's Agreement executed between the Town of Newburgh and the owner of the project.

This action requires Town Board approval for the establishment of the security in the amount of \$1,382,221.56.

Very Truly Yours,

MHE Engineering, D.P.C.

A handwritten signature in black ink that reads 'Patrick J. Hines'.

Patrick J. Hines
Principal
PJH/kbw

Cc: Joseph Padi, Town Clerk
James Osborne, Town Engineer
Gerald Canfield, Code Enforcement
John Ewasutyn, Town Planning Board Chairman

NEW YORK OFFICE

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PENNSYLVANIA OFFICE

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570-296-2765 | F: 570-296-2767 | mhempa@mhepc.com

Project Name: Matrix Logistics Center
 Planning Board No.:

Municipality: Town of Newburgh
 Date: 11/15/2021

PUBLIC IMPROVEMENT UNIT PRICES
 (Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Roadway							
Grade Subgrade in ROW	SY	\$ 1.20	16,064	\$ 19,276.83		\$ -	\$ 19,276.83
Cut and Chip Trees	AC	\$ 8,820.50		\$ -		\$ -	\$ -
Stump removal and disposal	AC	\$ 6,105.50		\$ -		\$ -	\$ -
Erosion Control	AC	\$ 4,340.00		\$ -		\$ -	\$ -
Silt Fence	LF	\$ 6.50		\$ -		\$ -	\$ -
Roadway Subbase (8" course)	SY	\$ 14.40	10,293	\$ 148,214.40		\$ -	\$ 148,214.40
Roadway Subbase (12" course)	SY	\$ 21.00	10,293	\$ 216,146.00		\$ -	\$ 216,146.00
Roadway Subbase (15" course)	SY	\$ 25.90		\$ -		\$ -	\$ -
Asphalt Pavement (1" top)	SY	\$ 13.75	10,293	\$ 141,524.17		\$ -	\$ 141,524.17
Asphalt Pavement (1.5" top)	SY	\$ 16.10		\$ -		\$ -	\$ -
Asphalt Pavement (2" top)	SY	\$ 20.75		\$ -		\$ -	\$ -
Asphalt Pavement (2.5" course)	SY	\$ 25.75	10,293	\$ 265,036.17		\$ -	\$ 265,036.17
Asphalt Pavement (3" course)	SY	\$ 31.00		\$ -		\$ -	\$ -
Asphalt Pavement (3.5" course)	SY	\$ 36.25		\$ -		\$ -	\$ -
Asphalt Pavement (4" course)	SY	\$ 42.00		\$ -		\$ -	\$ -
Asphalt Pavement (5" course)	SY	\$ 51.75		\$ -		\$ -	\$ -
Asphalt Pavement (intensive handwork)	TN	\$ 285.25		\$ -		\$ -	\$ -
Tack Coat	SY	\$ 1.00	10,293	\$ 10,292.67		\$ -	\$ 10,292.67
Roadway ROW Topsoil (6") & Seeding	SY	\$ 17.55	5,771	\$ 101,287.29		\$ -	\$ 101,287.29
Concrete Monuments	EA	\$ 196.75		\$ -		\$ -	\$ -
Roadway As-Built (50' Wide)	LF	\$ 1.50	1,935	\$ 2,901.90		\$ -	\$ 2,901.90
Street Signes (Traffic Control)	EA	\$ 305.35	1	\$ 305.35		\$ -	\$ 305.35
Street ID	EA	\$ 340.00		\$ -		\$ -	\$ -
Concrete Curbing	LF	\$ 50.00	3,688	\$ 184,420.00		\$ -	\$ 184,420.00
Concrete Sidewalk (up to 1,000 SY)	SY	\$ 115.00	394	\$ 45,362.39		\$ -	\$ 45,362.39

Project Name: Matrix Logistics Center
 Planning Board No.:

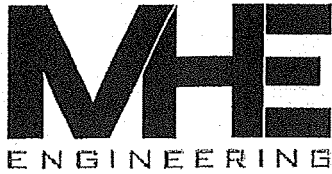
Municipality: Town of Newburgh
 Date: 11/15/2021

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Concrete Sidewalk (>1,000 SY)	SY	\$ 80.00		\$ -		\$ -	\$ -
Concrete Sidewalk (4' Wide)	LF	\$ 52.00		\$ -		\$ -	\$ -
Concrete Sidewalk (5' Wide)	LF	\$ 63.85	710	\$ 45,334.78		\$ -	\$ 45,334.78
Street Trees (2.5" Cal, w/frame and grate)	EA	\$ 1,700.00		\$ -		\$ -	\$ -
Street Trees (2.5" Cal)	EA	\$ 770.00		\$ -		\$ -	\$ -
Street Lights (std. luminair, u/g/ feed)	EA	\$ 9,200.00	9	\$ 82,800.00		\$ -	\$ 82,800.00
Guide Rail (W-Beam)	LF	\$ 67.90	1,405	\$ 95,379.13		\$ -	\$ 95,379.13
Guide Rail (Box Beam)	LF	\$ 95.00		\$ -		\$ -	\$ -
End Section (W-Beam, Wrap)	EA	\$ 1,208.00		\$ -		\$ -	\$ -
End Section (W-Beam, conc. Anchor)	EA	\$ 3,000.00	4	\$ 12,000.00		\$ -	\$ 12,000.00
Modular Block Retaining Wall (up to 6' High)	SF	\$ 55.00		\$ -		\$ -	\$ -
Modular Block Retaining Wall (over 6' High)	SF	\$ 65.00	184	\$ 11,940.50		\$ -	\$ 11,940.50
Concrete Retaining Wall (up to 6' High)	CY	\$ 950.00		\$ -		\$ -	\$ -
Concrete Retaining Wall (over 6' High)	CY	\$ 1,155.75		\$ -		\$ -	\$ -
Total				\$ 1,382,221.56		\$ -	\$ 1,382,221.56

Notes:

1. Added line items for 1" top and 2.5" course.
2. Erosion control line items were included as part of the erosion control cost estimate.



#12C

10 December 2021

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, SUPERVISOR
TOWN BOARD

SUBJECT: MATRIX LOGISTICS CENTER AT NEWBURGH PB# 20-17
TOWN PLANNING BOARD # 2020-04
STORMWATER MANAGEMENT COST ESTIMATE

Dear Supervisor Piaquadio,

This office has reviewed a Cost Estimate prepared by Langan Engineers for the Stormwater Improvements required on the subject project. Attached under cover of this letter is a copy of the Cost Estimate prepared by Langan Engineers. The Cost Estimate is based on unit costs provided to the applicants engineer by this office.

Based on the above this office takes no exception to the Town Board accepting Stormwater Security in the amount of \$5,157,063.45. The typical stormwater Inspection Fee has been incorporated into a Developer's Agreement for on-site monitoring.

This action requires Town Board approval for the establishment of the securities in the amount of \$5,157,063.45 .

Very Truly Yours,

MHE Engineering, D.P.C.

A handwritten signature in cursive script that reads 'Patrick J. Hines'.

Patrick J. Hines
Principal
PJH/kbw

Cc: Joseph Pedi, Town Clerk
James Osborne, Town Engineer
Gerald Canfield, Code Enforcement
John Ewasutyn, Town Planning Board Chairman

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PENNSYLVANIA OFFICE

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

Project Name: Matrix Logistics Center
 Planning Board No.:

Municipality: Town of Newburgh
 Date: 10/19/2021

PUBLIC IMPROVEMENT UNIT PRICES
 (Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Drainage							
Catch Basin (Standard Depth)	EA	\$ 4,888.00	41	\$ 200,408.00		\$ -	\$ 200,408.00
Catch Basin (Depth > 8 feet)	EA	\$ 6,000.00	10	\$ 60,000.00		\$ -	\$ 60,000.00
Stormwater Manhole (Standard Depth)	EA	\$ 5,428.00	17	\$ 92,276.00		\$ -	\$ 92,276.00
Stormwater Manhole (Depth > 8 feet)	EA	\$ 7,000.00	38	\$ 266,000.00		\$ -	\$ 266,000.00
Connection to Existing Catch Basin	EA	\$ 1,360.00		\$ -		\$ -	\$ -
Stormwater Pipe (HDDPE - 8")	LF	\$ 38.00	316	\$ 12,008.00		\$ -	\$ 12,008.00
Stormwater Pipe (HDDPE - 10")	LF	\$ 40.00	65	\$ 2,600.00		\$ -	\$ 2,600.00
Stormwater Pipe (HDDPE - 12")	LF	\$ 50.00	4,097	\$ 204,850.00		\$ -	\$ 204,850.00
Stormwater Pipe (HDDPE - 15")	LF	\$ 75.00	1,048	\$ 78,600.00		\$ -	\$ 78,600.00
Stormwater Pipe (HDDPE - 18")	LF	\$ 92.00	1,471	\$ 135,332.00		\$ -	\$ 135,332.00
Stormwater Pipe (HDDPE - 24")	LF	\$ 101.75	1,438	\$ 146,316.50		\$ -	\$ 146,316.50
Stormwater Pipe (HDDPE - 30")	LF	\$ 122.00	2,026	\$ 247,172.00		\$ -	\$ 247,172.00
Stormwater Pipe (HDDPE - 36")	LF	\$ 143.00	7,016	\$ 1,003,288.00		\$ -	\$ 1,003,288.00
Stormwater Pipe (HDDPE - 42")	LF	\$ 140.00	1,717	\$ 240,380.00		\$ -	\$ 240,380.00
Stormwater Pipe (HDDPE - 48")	LF	\$ 190.00	607	\$ 115,330.00		\$ -	\$ 115,330.00
Stormwater Pipe (HDDPE - 54")	LF	\$ 289.00	318	\$ 91,902.00		\$ -	\$ 91,902.00
End Section (HDDPE)	EA	\$ 815.00		\$ -		\$ -	\$ -
Stormwater Pipe (RCP, 15")	LF	\$ 81.75		\$ -		\$ -	\$ -
Stormwater Pipe (RCP, 18")	LF	\$ 92.00		\$ -		\$ -	\$ -
Stormwater Pipe (RCP, 24")	LF	\$ 101.75		\$ -		\$ -	\$ -
Stormwater Pipe (RCP, 30")	LF	\$ 162.75	29	\$ 4,719.75		\$ -	\$ 4,719.75
Stormwater Pipe (RCP, 36")	LF	\$ 203.50		\$ -		\$ -	\$ -
Stormwater Pipe (RCP, 42")	LF	\$ 291.50		\$ -		\$ -	\$ -
End Section (RCP)	EA	\$ 1,020.00		\$ -		\$ -	\$ -
Concrete Headwall	EA	\$ 8,280.00		\$ -		\$ -	\$ -
Rip Rap Drainage Channel	CY	\$ 120.00		\$ -		\$ -	\$ -
Non-Lined Drainage Channel	LF	\$ 16.40		\$ -		\$ -	\$ -

Project Name: Matrix Logistics Center
 Planning Board No.:

Municipality: Town of Newburgh
 Date: 10/19/2021

PUBLIC IMPROVEMENT UNIT PRICES
 (Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Perforated Pipe/Stone Underdrain	LF	35.40	3,728	\$ 131,971.20		-	\$ 131,971.20
Concrete Box Culvert (6'x4') w/ wingwalls	LF	3,122.00		-		-	-
Concrete Box Culvert (3'x3') w/ wingwalls	LF	2,445.00		-		-	-
Outlet Control Structures	EA	4,800.00	6	28,800.00		-	28,800.00
Rip Rap Apron	CY	120.00	630	75,600.00		-	75,600.00
Bioretention Basins	SF	10.00	187,601	\$ 1,876,010.00		-	\$ 1,876,010.00
CS-5	EA	12,800.00	2	25,600.00		-	\$ 25,600.00
CS-6	EA	18,300.00	1	18,300.00		-	\$ 18,300.00
CS-8	EA	33,200.00	3	99,600.00		-	\$ 99,600.00
Total				\$ 5,157,063.45		\$ -	\$ 5,157,063.45

Notes:
 1. Added line items for drainage.

KALA

Karen Arent Landscape Architect

#12D

Memorandum

To: Supervisor Gil Piaquadio and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: December 6, 2021

Subject: Matrix Logistics Center Landscape Security

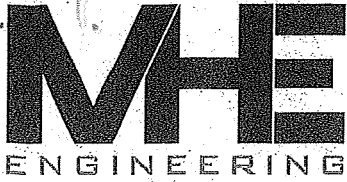
Town Project Number: 2020-17

Consultant: Langan Engineering, Ford & Associates Architects, Whiteman, Osterman
& Hanna Esq

Cc: Pat Hines, Chairman John Ewasutyn and the Town of Newburgh Planning Board,
Dominick Cordisco, Gerald Canfield, Chuck Utschig and Meredith Juliana with
Langdon Engineering

COMMENTS:

The landscape cost estimate for Matrix Logistics Center was reviewed. Unit costs are reasonable and the landscape bond is recommended for approval. We recommend that the board approve a landscape security in the amount of \$605,013. The landscape inspection escrow amount for this project is \$4,000.



#12E

AGREEMENT FOR ENGINEERING SERVICES

Between the

TOWN OF NEWBURGH

and

MHE Engineering, D.P.C.

For Professional Services

Related to:

Construction Observation for Matrix Logistics Center

NEW YORK OFFICE

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PENNSYLVANIA OFFICE

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570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

SHORT FORM OF AGREEMENT BETWEEN TOWN AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Newburgh** (Town) and **MHE Engineering, D.P.C.** (Engineer). Town's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Matrix Logistics Center** (Project). Engineer's services under this Agreement (Services) are generally identified as **Construction observation and Building Department Support** as requested.

Town and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Town and consented to by Engineer.

- B. Engineer will provide assistance to the Building Department in the process of approving plans, and providing on site building construction reviews for purposes of determining construction compliance and assisting the Building Department with issuance of a Certificate of Occupancy. Engineer's personnel will perform the reviews to comply with those inspections listed in the local Municipal Code. These reviews are in addition to the Special Inspections required by the NY State Building Code, and the off-site and site reviews required by the Planning and Zoning regulations. Engineer maintains NYS Certified Building Inspectors on staff, as well a Licensed Professional Engineers well versed in the Building Code who will serve as the Town's designated representative to provide construction reviews associated with the inspections required by the building department. Engineer will perform the above referenced reviews, subject to appropriate scheduling by the Applicant and the Applicant's Contractors. Engineer will prepare field reports documenting the site reviews. It is understood the Applicant will provide third Party Special Inspectors for those items required per the NY State Building Code. In addition to field reviews, Engineer will provide plan reviews to determine general conformance with the NY State Building Code. It is understood the Client will maintain, as a minimum, a qualified individual within the Building Department for purposes of providing appropriate signature on official documents (i.e., building permits and Certificate of Occupancy), as Engineer's personnel are unauthorized to undertake this obligation.

- C. Once approved by the Planning Board, the Engineer will perform general construction phase review, appropriate to the stage of construction, of work performed post-approval during the construction phase of project. Infrastructure reviews shall include, but not necessarily be limited to, roadways and other paved areas; water, sewer and stormwater improvements; miscellaneous site improvements, soil erosion & sediment control measures and MS4 compliance (where applicable). It is understood that the intent of such reviews by the Engineer is for general conformance with the layout and requirements of the approval granted by the Planning Board. Engineer will perform the reviews subject to appropriate scheduling by the applicant and applicants contractors. Engineer will prepare field reports documenting the site reviews. Further, it is understood that the project owner/developer has the obligation to cause more detailed reviews related to the quality, completion and code

- C. Failure to Pay: If Town fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Town, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Town waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.2.
- E. Basis of Payment
 - 1. Hourly Rates. Town shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
- F. Additional Services: For Additional Services, Town shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

- A. Termination for Cause
 - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Town demands that Engineer

applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer shall provide no design services and shall not be liable for the engineering or architectural design services of the project. Engineer is not the design professional of record.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Town a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Town, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Town acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Town or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Town's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Town shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Town shall not create any rights in third parties.
- G. Town and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Town and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Town under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

2. Neither Town nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Town or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Town and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Town and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Town and Engineer for Professional Services dated _____.

MUNICIPAL STANDARD FEE SCHEDULE

A. HOURLY RATES*:

Firm Representative	Hourly
Principal / Principal Emeritus	\$ 160.00
Associate	\$ 145.00
Senior Engineer / Designer	\$ 128.00
Senior Architect	\$ 138.00
Project Engineer / Designer	\$ 102.00
Project Manager	\$ 98.00
Staff Engineer / Designer	\$ 92.00
Engineering Technician II	\$ 87.00
Engineering Technician I	\$ 80.00
CAD/GIS Technician	\$ 87.00
Field Representative**	\$ 75.00
Engineering Intern	\$ 60.00
Intern Support	\$ 40.00
Administrative Services	\$ 85.00
Clerical/Secretarial	\$ 50.00

* Except expert testimony and consulting for legal procedures, which are charged at \$1,500 per day or any part thereof.

** See #5 below

B. GENERAL CONDITIONS:

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.15 per photocopy (8.5" x 11") and in-house \$3.60 per D size plan (24' x 36") and \$5.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
5. Field Representative rate is based on an 8-hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).

Municipal Fee Schedule - 2021

#12F

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (this "Agreement") is made this ___ day of _____, 2021, by and between 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 (hereinafter the "Town"), and **MATRIX NEWBURGH ROUTE 300, LLC**, a New York limited liability company having an address at c/o Matrix Development Group, Forsgate Drive, CN4000, Cranbury, New Jersey 08512 (hereinafter "Matrix").

WITNESSETH:

WHEREAS, Matrix is the fee owner of certain real property located along New York State Route 300 in the Town of Newburgh, Orange County, New York, consisting of approximately 119 acres, presently designated as Town of Newburgh Tax ID Nos. 97-1-20.3, 97-1-13.3, 60-3-56, 60-3-41.3, 60-3-49.22, 60-3-48, 60-3-49.1 and 60-3-41.4, and acquired by Matrix by deed from Ridge Hudson Valley, LLC, dated November 23, 2020, and recorded in the Orange County Clerk's office on December 3, 2020 as Deed Book 14853 at Page 606 (the "Site"); and

WHEREAS, Ridge Hudson Valley, LLC and WB Interchange Associates LLC (collectively, the "Prior Developer") previously received final site plan approvals from the Town Planning Board (the "Planning Board") to construct a 700,000 square foot retail shopping center on the Site (the "Prior Approval"), whereupon the Prior Developer and the Town entered into that certain Developer's Agreement, dated December 12, 2017 (the "Prior Agreement"), which set forth the Town's conditions, safeguards and limitations under which the Prior Developer would proceed on the development of the Site in accordance with the Prior Approvals; and

WHEREAS, Matrix acquired fee title interest to the Site from the Prior Developer and pursuant to that certain Assignment and Assumption of Developer's Agreement, dated November 23, 2020, the Prior Developer assigned and Matrix assumed all of the Prior Developer's rights and obligations under the Prior Agreement; and

WHEREAS, without surrendering the Prior Approvals, Matrix has received final site plan approval from the Planning Board by resolution dated October 21, 2021 and filed with the Town Clerk on October 28, 2021 (the "Final Approval Resolution"), allowing it to develop on the Site (i) a 927,041 square foot distribution center, and (ii) a 215,200 square foot distribution center, with associated off-street car and truck parking and loading facilities for each distribution center, a private road, emergency access and related site work, including, among other things, lighting, signage, landscaping, utilities and stormwater management facilities, known as the "Matrix Logistics Center at Newburgh" (the "Project"); and

WHEREAS, in addition to final site plan approval, Matrix has also received the following permits and approvals from the Town, among others:

- (1) a Lot Line Change Approval from the Planning Board by resolution dated October 21, 2021, to consolidate and subdivide the parcels comprising the Site;
- (2) Architectural Review Board Approval from the Planning Board by resolution dated October 21, 2021; and
- (3) Clearing and Grading Permit No. 21-1223.

WHEREAS, Matrix now desires to terminate the Prior Agreement and to enter into this Agreement, which is consistent with the specifics of the approved Project while maintaining applicable provisions of the Prior Agreement; and

WHEREAS, the Final Approval Resolution shall serve as the outer limit of all of the activities and uses that can be carried out on the Site, and in the event other activities or uses, other than those contemplated by the Final Approval Resolution, are proposed in the future at the Site, then Matrix, or its successors or assigns, shall be required to apply for an amended site plan approval from the Planning Board; and

WHEREAS, prior to adopting its Final Approval Resolution the Planning Board in its capacity as lead agency under the State Environmental Quality Review Act, Article 8 of the NYS Environmental Conservation Law and its implementing regulations as Part 617 of the New York State Code of Rules and Regulations (collectively "SEQRA") adopted a Negative Declaration, and Determination of Consistency dated September 2, 2021, for the Project (the "Negative Declaration"). Except as noted in the Negative Declaration, Matrix agreed to incorporate all of the mitigation measures for the Project that were previously required under the Prior Approvals. The Negative Declaration incorporates the prior SEQRA documents and determinations, as set forth therein, by reference in comparing the potential adverse impacts evaluated as part of the Prior Approvals with the Project and, among other things, states that Matrix has prepared a comprehensive stormwater pollution prevention plan ("SWPPP") which specifies management measures, including but not limited to erosion and sediment control measures to be used during construction, and post-construction measures, for the Project having been designed to exceed the stormwater quantity and quality requirements for NYSDEC and the Town; and

WHEREAS, the findings pursuant to the SEQRA review identified potential impacts from blasting on the Site that could potentially impact the well water supply and/or quality of homes within 500 feet of the blasting areas, and one of the purposes of this Agreement is to further define in detail the well monitoring protocol and financial security posted by Matrix to remediate any damage to these nearby homeowner wells that could occur which are in addition to the permit and other requirements for blasting under the Town's Municipal Code; and

WHEREAS, the Project includes a new traffic signal and associated off-site intersection improvements on NYS Route 300, which the Planning Board also took into consideration in issuing the Negative Declaration (the "Route 300 Improvements"); and

WHEREAS, the Project will connect to and be served by the Town's Consolidated Water District municipal water system and the Town's Consolidated Crossroads Sewer District municipal sewer system; and

WHEREAS, Matrix intends to construct the Project in accordance with the plans approved by the Planning Board in the Final Approval Resolution, the Town as the municipal separate storm sewer system ("MS4") community and the New York State Department of Transportation (collectively the "Project Plans"), and certain public improvements, connections to public improvements, and private improvements required to meet applicable laws, rules and regulations have been identified, which are included on the Project Plans, the construction of which may potentially affect or serve to protect the health, welfare and safety of the public; and

WHEREAS, Matrix will undertake to complete all such improvements pursuant to the Final Approval Resolution and this Agreement; and

WHEREAS, in order to ensure that the ongoing operational conditions of the Planning Board's Final Approval Resolution are fully and properly complied with, Matrix acknowledges that the Town requires that one entity shall be responsible and accountable to the Town for management and operation of the Project in accordance with the terms and conditions of the Final Approval Resolution notwithstanding the leasing of the Project to one or more tenants; and

WHEREAS, in addition to depositing funds with the Town in accordance with the Town's Municipal Code and the Final Approval Resolution to ensure the reimbursement to the Town of professional expenses incurred in connection with the inspection and approval of the Private Improvements (as hereinafter defined), Public Improvements (as hereinafter defined), Well Restoration Measures (as hereinafter defined), and the Stormwater Management Measures (as hereinafter defined) for the Project, Matrix voluntarily agrees to establish and fund an escrow account ("Escrow Fund"), and/or, at Matrix's election, assign any amounts held by the Town pursuant to the Prior Agreement to the Escrow Fund, with sufficient funds to defray the anticipated cost of the services of a professional engineering firm to be selected by the Town to provide Site work inspection services required for the Project; and

WHEREAS, Matrix desires to express by its execution of this Agreement its acceptance of the conditions, safeguards, and limitations under which the Site work and installation of improvements for the Project will proceed, subject to inspection by the Town and further subject to the terms and provisions of this Agreement; and

WHEREAS, Matrix further desires to express by this Agreement its willingness to perform all of the mitigation measures set forth in the Negative Declaration and the conditions contained within the Final Approval Resolution; and

WHEREAS, the Town, in accordance with its Municipal Code has required that the Developer secure the performance of the Well Restoration Measures, and the installation and maintenance of the Public Improvements (as hereinafter defined), Landscaping (as hereinafter defined), and Stormwater Management Measures as more particularly described herein.

NOW, THEREFORE, in consideration of the approvals granted to Matrix, and for the purpose of defining and specifying the obligations of Matrix and to provide for the performance of said obligations and for enforcement of those obligations by the Town, the Town and Matrix hereby agree as follows:

1. Prior Agreement. The Town and Matrix acknowledge and agree that upon the Town issuing to Matrix the final site plan for the Project, signed and stamped by the chairperson of the Planning Board (the "Stamped Plan"), the Prior Agreement and Matrix's obligations thereunder shall immediately and automatically terminate. Immediately thereafter, Matrix shall take such action as is reasonably necessary to surrender the Prior Approvals. Prior to release of the Stamped Plan, the Town, at Matrix's election, shall (a) assign any and all funds held "in escrow," bonds or letters of credit held by the Town under the Prior Agreement, including, without limitation, any and all funds, bonds or letters of credit posted as performance, maintenance or other security by Matrix or Prior Developer pursuant to Sections 5, 8, 9, 13, 14, 17 and 18 of the Prior Agreement to the Project, subject to provision by Matrix of written consents or appropriate amendments reasonably satisfactory to the Town, executed by any and all issuing sureties and banks, which provide that the obligation or certification required for drawing, as the case may be, of the bond or letter of credit is applicable to the Project rather than the development which was the subject of the Prior Approvals, or (b) return such funds, bonds, or letters of credit to Matrix.
2. Responsible Entity. Until such time as there is a contrary agreement or designation, Matrix Newburgh Route 300, LLC shall be the entity responsible and accountable to the Town for management and operation of the Project and its construction.
3. Outside Agency Approvals. Matrix shall obtain all outside agency approvals required for the Project, including, but not limited to, all permits and approvals identified during the SEQRA review process. Matrix shall provide copies of any and all outside agency permits for any rock crushing processing equipment on the Site to the Town Code Enforcement Office.
4. Road Improvements to be Completed by Matrix. Matrix agrees to construct and complete the private access road to be located on the Site and to offer it, together with any appurtenant easements for stormwater discharge or drainage from the road as set forth in the Declaration of Easements to be recorded by Matrix against the Property, for dedication to the Town in conformance with the Project Plans and all applicable codes, rules and regulations (the "Public Improvements"). Matrix shall secure at its own expense all required governmental permits and approvals prior to commencing the work. Matrix hereby assumes sole responsibility for the proper functioning thereof until such time, if ever, as the Town Board adopts a resolution consenting to dedication, and the Town Highway Superintendent executes an order accepting dedication, and accepting ownership of said Public Improvements. Matrix shall deliver a performance security, in accordance with Section 15 hereof, and a maintenance security, in accordance with Section 22 hereof, to the Town in order to guarantee to the Town that Matrix shall cause the Public Improvements to be constructed and completed in accordance with the Project Plans within a reasonable period of time, and convey the same to the Town free and clear of encumbrances, except as otherwise set forth on the pro forma policy of title insurance to be simultaneously provided to the Town by Matrix at the time of the offer of dedication.
5. Additional Improvements to be Constructed by Matrix. Matrix will also undertake the construction and completion of all significant improvements lawfully required by any governmental agency, board, department, bureau, or other governmental entity having jurisdiction over the improvements prior to the full completion of the Project, including any off-

Site improvements identified herein.

6. Stormwater Management Measures to Be Installed by Matrix.

(a) Matrix shall install and maintain all public stormwater management measures (the "Stormwater Management Measures") in accordance with the approved SWPPP, erosion and sediment control and stormwater management plans and the requirements of Town Municipal Code Chapter 157, the NYSDEC General Permit for Stormwater Discharges for Construction Activities ("SPDES General Permit"), and any other applicable permit and submit as built drawings as required by Chapter 157. Matrix has obtained from the Town a waiver from the 5-acre disturbance limitation contained in the SPDES General Permit. Matrix agrees to comply with all inspection and reporting requirements set forth in Chapter 157 of the Town's Municipal Code. Erosion and sediment control basins shall be installed by Matrix at the commencement of site development work, if so required by the SWPPP. Matrix shall take such steps as shall insure proper drainage as required by the SWPPP and the Planning Board's Final Approval Resolution and as may be otherwise specifically required by the Town Engineer (or inspector retained by the Town for this purpose), including, but not limited to the use of swales, underground piping, diverter or interceptor drains. If surface contours are changed by Matrix so as to cause materially additional surface water runoff affecting any adjacent lot, Matrix shall construct such swales, drains, or other drainage facilities so as to mitigate such material additional runoff. The Town shall have the right to refuse the issuance of a certificate of occupancy to Matrix in the event Matrix fails to mitigate such additional runoff until such condition is corrected. Matrix shall deliver a performance security, in accordance with Section 15 hereof, an initial inspection deposit and replenishments, in accordance with Section 20 hereof, as-built drawings and a maintenance security, in accordance with Section 22 hereof, to the Town in order to guarantee to the Town that Matrix shall cause the Stormwater Management Measures to be constructed and completed within three (3) years of Matrix's receipt of the Stamped Plan or such earlier timeframe as required by the SWPPP and delivery of as built drawings and thereafter maintained as required by this Agreement and the Final Approval Resolution.

(b) Matrix and Town shall enter into and record in the Orange County Clerk's office at Matrix's expense a Stormwater Facilities Maintenance Agreement relative to the Stormwater Management Measures and shall cooperate in terminating any stormwater facilities maintenance agreement relative to the Prior Approvals.

7. Landscaping to Be Installed by Matrix. Matrix shall install and maintain all landscaping, buffers, vegetated swales, fences, sound barriers and related site improvements in accordance with the approved landscape plan and the Final Approval Resolution (the "Landscaping"). Matrix shall deliver a performance security, in accordance with Section 15 hereof, and an inspection deposit and replenishments, in accordance with Section 20 hereof, and a maintenance security, in accordance with Section 22 hereof, to the Town in order to guarantee to the Town that Matrix shall cause the Landscaping to be installed and completed within three (3) years of Matrix's receipt of the Stamped Plan and prior to issuance of a permanent certificate of occupancy unless seasonal conditions prevent and thereafter maintained in healthy condition for a period of two (2) years as required by this Agreement and the Final Approval Resolution.

8. Completion of Certain Off-Site Traffic-Related Improvements. Matrix agrees to construct and complete the Route 300 Improvements under the jurisdiction of the New York State Department of Transportation ("NYSDOT") in conformance with the Final Approval Resolution, the NYSDOT Highway Work Permits, and all applicable codes, rules and regulations. Matrix shall secure at its own expense all required governmental permits and approvals prior to commencing the work on the Route 300 Improvements. All such improvements shall function properly upon completion. Matrix shall coordinate and reasonably cooperate with the Town and NYSDOT in any de minimis dedication of a portion of the Site deemed necessary by NYSDOT to facilitate a roadway dedication in the vicinity of Meadow Avenue, Powder Mill Road, and NYS Route 52.

9. Traffic Monitoring Program; Obligations in Accordance with Project Findings.

(a) Prior to issuance of the first building permit, Matrix covenants to deposit with the Town an amount equal to Thirty Thousand and No/100 Dollars (\$30,000.00) (or at Matrix's option, a letter of credit acceptable to the Town attorney), which the Town shall use to implement a program to monitor peak hour traffic generated by the Project (the "Traffic Monitoring Program"). The Traffic Monitoring Program will, among other things, check existing traffic volumes no sooner than one (1) year after all buildings in the Project receive a permanent certificate of occupancy, record hourly traffic volumes during the AM and PM peak hours for the full site ("Actual Traffic"), and recommend any alternative or additional mitigation measures, if necessary, in order to bring Actual Traffic into substantial conformance with the traffic study findings under the SEQRA review, as set forth herein as Exhibit C under the portion entitled "Total Trips Factored by 3.0" (the "Projected Traffic"). If it is found that additional mitigation measures are necessary to mitigate the Actual Traffic, Matrix agrees to undertake (1) such mitigation measures reasonably necessary to adjust Actual Traffic volumes and/or distributions to bring the same into substantial conformance with the Projected Traffic (the "Mitigation Measures"), or (2) in the event such Mitigation Measures do not bring Actual Traffic volumes and/or distributions into substantial conformance with the Projected Traffic, construct or contribute to the cost to construct reasonable traffic control improvements, as may be determined by the Town's traffic consultants upon analysis of the monitoring results and approved by the Town (and any other governmental agencies having jurisdiction over the Project), subject to the limitations set forth as follows:

(i) If the results of the Traffic Monitoring Program recommend alternative and/or additional Mitigation Measures for the Project are necessary, the Town shall notify Matrix of such results, whereupon Matrix shall provide the Town, within ninety (90) days of such notification, with the proposed Mitigation Measures Matrix intends to apply. Any analysis, results and proposed Mitigation Measures must be reviewed and reasonably approved by the Town or Town's traffic consultants prior to implementation of any Mitigation Measures.

(ii) If, after application of the approved Mitigation Measures, the Traffic Monitoring Program finds that such approved Mitigation Measures do not reasonably mitigate the Actual Traffic, the Town shall notify Matrix of alternative or additional traffic control improvements as may be determined to be reasonably necessary by the

Town Engineer in consultation with Matrix's traffic engineer in order to mitigate the Excess Traffic (the "Traffic Control Improvements"). Upon such consultation, Matrix shall (1) construct any on-Site Traffic Control Improvements, as agreed upon by the Town and Matrix, at Matrix's sole cost and expense, or (2) contribute to the Town an amount (or at Matrix's option, post a letter of credit acceptable to the Town) equal to Matrix's fair share of the reasonable cost actually paid by the Town to construct any off-Site Traffic Control Improvements, which in all cases such fair share shall not exceed Two-Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

(iii) Matrix and the Town agree that any Mitigation Measures or Traffic Control Improvements shall be instituted or constructed on-Site or immediately adjacent to the Site, unless it is reasonably determined by the Town's and Matrix's respective traffic consultants that on-Site Mitigation Measures or the construction of on-Site Traffic Control Improvements are not possible. In no event shall any mitigation or construction required under this Section 9(a) cause Matrix to take on- or off-Site Mitigation Measures, or construct on- or off-Site Traffic Control Improvements, greater than that which is necessary to mitigate the Actual Traffic actually generated by the Project.

(iv) Notwithstanding the foregoing provisions of this Section 9(a), in the event that Matrix is obligated to undertake the Mitigation Measures or construct the Traffic Control Improvements, Matrix shall have the right, in lieu of undertaking such Mitigation Measures or constructing such Traffic Control Improvements, to pay to the Town a sum (or at Matrix's option, post a letter of credit acceptable to the Town) equal to Matrix's fair share of the reasonable cost actually paid by the Town to construct any off-Site Traffic Control Improvements, which in all cases such fair share shall not exceed Two-Hundred Fifty Thousand and No/100 Dollars (\$250,000.00).

(v) Matrix agrees that, if Matrix shall fail to comply with the terms of this Section 9(a), in addition to any other remedy, the Town shall be entitled to temporary and permanent injunctive relief to compel Matrix to comply with this Section 9(a) without the necessity of proving actual damages or posting any bond or other security.

(b) The intersection of NYS Route 52 and NYS Route 300 has been identified as an existing constrained intersection. In order to assist the Town in urging the NYSDOT to improve said intersection, Matrix agrees to contribute an amount not to exceed Two-Hundred Thousand and No/100 Dollars (\$200,000.00) toward a traffic study and preparation of design and construction plans for the needed intersection improvements (to be conducted by the Town Engineer) and the costs to construct any such improvements to said intersection, which such amount shall be paid by Matrix to the Town prior to issuance of certificate of occupancy for the Project.

(c) Prior to issuance of any certificates of occupancy, Matrix covenants to prepare a reciprocal easement agreement, to the satisfaction of the Town attorney, which shall ensure the ongoing operational conditions of the Project and designates one entity to be responsible for the management and operation of the Project.

(d) Upon completion of the necessary improvements, Matrix shall allow continuing access by public buses to at least two internal bus stops at the Project.

(e) Matrix shall provide the dust control measures identified in the findings to the SEQRA review process throughout the construction period.

(f) Matrix shall undertake continuing maintenance and snowplowing of emergency access roadway shown on the Stamped Plan.

(g) Commencing upon issuance of a certificate of occupancy for any building in the Project and continuing until the Project is no longer occupied, Matrix shall within fifteen (15) days of receipt of an invoice from the Town, annually pay to the Town the sum of \$3,000.00, in order to partially reimburse the costs to the Town of providing electricity to NYSDOT installed street lights on Route 300 proximate to the Route 300 Improvements.

10. Municipal Utility Connections. No connection of the Project to the municipal water system shall be made operational for water to be used in the construction of the Project except pursuant to prior written authorization issued by the Town Engineer. At reasonable times and in a reasonable manner upon three (3) days' notice, the Town, its authorized officers, employees, agents and assigns shall have the rights of ingress, egress and entry over, under, on, in and through the Site and the facilities connecting the Project to the municipal water and sewer systems to enforce its sewer or water codes, ordinances, rules and regulations and to implement remedies for violations as specified therein. Nothing herein shall be construed to require the Town to provide prior notice of its inspections of the facilities in the manner specified herein during the construction of the Project. Matrix shall deliver an inspection deposit and subsequent replenishments, in accordance with Section 20 hereof, to the Town to cover the Town's costs to inspect the construction of the water and sewer main extension improvements.

11. Notification of Commencement of Work. At least ten (10) days prior to the commencement of construction requiring a building permit, Matrix shall notify the Town Engineer of the commencement in writing. The notice shall specify the name, address and telephone number of the contractor and contractor's representative, the proposed date of start of construction, and the estimated date of completion of construction.

12. Improvements During Construction Matrix agrees to repair and maintain, or cause to be maintained, the Public Improvements to be constructed hereunder, until the Town Board and the Highway Superintendent of the Town, as the case may be, adopt a resolution or executes a consent accepting said Public Improvements. Matrix shall undertake construction of both public and private improvements and development required hereunder, in a good, substantial, orderly, neat, and workmanlike manner, in full and strict compliance with applicable land development laws, ordinances, rules and regulations, and the terms and conditions of this Agreement, and in such manner as to cause no nuisance, public or private, and no undue annoyance to the public at large by reason of noise, dust, debris, air pollution, gas, smoke, and other annoyance resulting from construction, trucking, or other operations. Any soil spillage onto public streets shall be removed by Matrix immediately.

13. Well Monitoring.

(a) Matrix is aware of concerns expressed during the public hearing on the Prior Approval that the proposed site blasting might potentially impact the nearby residences and existing water supply wells in the area. Matrix understands that if well yields or quality are materially impacted from the construction and development of the Project, it would be responsible to mitigate such impacts.

(b) Toward this end, Matrix has adopted and updated the well monitoring protocol and remediation plan previously approved by the Town as part of the Prior Approvals, and shall post performance security, in accordance with Section 15 hereof, to ensure potential damage to neighboring wells caused by blasting activities on the Site. The obligation shall include payment of the fees of a hydrogeologist to make binding determinations as to causation and appropriate corrective action.

(c) Potential impacts to off-site groundwater wells are viewed as being highly unlikely. Nonetheless, should such impacts materially occur, potential mitigation measures shall include the deepening of existing wells, drilling of new wells, repair or improvement of existing well casings or connections to the existing municipal system. Any such measures must be coordinated with the Town and the Orange County Department of health and implemented at no cost to the affected party.

(d) Matrix hereby represents that the protocol contemplated hereunder will include the Well Monitoring Plan attached hereto as Exhibit A and made a part hereof (the "Well Restoration Measures").

14. Banked Parking. Matrix agrees that the Town Building Inspector or Town Engineer may require the construction of all or a portion of the banked parking spaces as shown on the Site Plan under the following circumstances:

(a) In connection with any amendment to the Final Approval Resolution requiring the approval of the Town Board, Planning Board, and/or Zoning Board of Appeals;

(b) Upon the submission of evidence demonstrating that current parking on the Site is insufficient to accommodate parking needs and is creating an adverse impact on public safety and/or the environment; and

(c) A change in use of the Site.

Upon a determination by the Town Building Inspector or Town Engineer that all or a portion of the banked parking spaces are necessary, Matrix hereby agrees to construct such necessary parking spaces within a commercially reasonable period of time from the date of such determination, as required by the Site Plan, subject to reasonable time extensions due to any winter weather delay. If Matrix disagrees with the determination of the Town Building Inspector or the Town Engineer rendered pursuant to this Section 14, Matrix shall have the right to appeal that determination to the Town Zoning Board of Appeals ("ZBA"), as allowed by law. The

foregoing construction period above shall be tolled until the ZBA renders a decision on the appeal. Notwithstanding the foregoing provisions of this Section 14, Matrix may at any time, at Matrix's election and in its sole discretion, construct all or a portion of the banked parking spaces. If such election occurs after receipt of a certificate of occupancy for the building and lot on which such banked parking spaces are located, Matrix will only be required to deposit with the Town such funds as required under applicable Town law to reimburse the Town for monitoring and inspection of the construction of such banked parking spaces.

15. Security for Well Restoration, Public Improvements, Landscaping and Stormwater Management Measures. Prior to the events specified below, Matrix covenants to deliver or cause to be delivered to the Town, as security for the Well Restoration Measures and the installation and maintenance of the Public Improvements, Landscaping, and Stormwater Management Measures pursuant to this Agreement by providing one or more performance bonds or letters of credit (hereinafter singularly the "Performance Security" and collectively, the "Performance Securities") in the following amounts:

- (a) Prior to the issuance of the Stamped Plans and building permit, [*One Million Three Hundred Eighty-Two Thousand Two Hundred Twenty-One and 56/100 Dollars (\$1,382,221.56)*] to secure installation and maintenance of the Public Improvements as set forth herein (the "Public Improvement Bond");
- (b) Prior to the issuance of the Stamped Plans and building permit, [*Six Hundred Five Thousand Thirteen and 30/100 Dollars (\$605,013.30)*] to secure installation and maintenance of the Landscaping as set forth herein (the "Landscaping Bond");
- (c) Prior to the issuance of a blasting permit by the Town, [*Two Hundred Thousand and No/100 Dollars (\$200,000.00)*] to secure actions that will be taken by Matrix in accordance with the Well Restoration Measures and Well Monitoring Plan, as set forth herein (the "Well Restoration Bond");
- (d) Prior to the issuance of the Stamped Plans and building permit, [*Five Million One Hundred Fifty-Seven Thousand Sixty-Three and 45/100 Dollars (\$5,157,063.45)*] to secure installation and maintenance of the Stormwater Management Measures and site restoration (the "Restoration Bond").

The Performance Securities shall be acceptable to the Attorney for the Town as to form and manner of execution; provided, however, that any funds held "in escrow", bonds or letters of credit held by the Town under the Prior Agreement shall be assigned by the Town to the Project and credited to the Performance Securities. To the extent the Town determines after notice that Matrix has defaulted on one or more of its obligations for which said bonds or other performance security has been provided, the Town shall be entitled, as the case may be, to notify the surety of default so that it may proceed to remedy the default in accordance with the terms of the bond or draw on the Performance Security in such amounts as the Town Board reasonably determines are necessary to cover the cost of all work remaining to be performed, regardless of whether there exists any other default in the performance of this Agreement. Any balance of such draws remaining on hand in the Escrow Fund or the Performance Securities after the Town Board has

adopted a resolution accepting the Public Improvements performed, or the Town issues a certificate of completion of the Private Improvements, shall be returned to Matrix, except if such Performance Security additionally secures an applicable maintenance obligation, then the balance shall be returned upon authorized release of the maintenance security in accordance with the terms of this Agreement.

If, after the expiration of the three (3) month period set forth in Section 4(d) of the Well Restoration Measures, there is no damage to neighboring wells caused by blasting activities on the Site, the performance securities set forth in Section 15(c) of this Agreement shall be returned to Matrix.

16. Default in Performance and Use of Security. If Matrix does not fully comply with the terms of this Agreement with respect to the Well Restoration Measures or the installation and maintenance of the Public Improvements, Landscaping, and Stormwater Management Measures, the Town may perform, or cause to be performed, all or any part of the work described herein and may apply all of or any part of such security to reimburse the Town for costs incurred thereby, subject to any rights of the issuing surety to do so. However, before conducting any such work, the Town shall give Matrix written notice of any non-compliance. Except for emergency measures which must be performed within 24 hours of receipt of notice, if Matrix fails within thirty (30) days from the date of the notice to perform the work, the Town and its agents are expressly granted a right of entry onto the Site at reasonable times and in a reasonable manner upon three (3) days' notice except in the case of emergencies for purposes of performing all or any part of the secured installation and maintenance work. In the event a Well Restoration Measure or Stormwater Management Measure shall, in the sole judgment of the Town, be immediately necessary to protect the public health and safety or prevent further violation of local, State or Federal laws, rules or regulations, the Town shall notify Matrix or its agent in writing at the address specified below and Matrix shall commence the measures within, as the case may be, the time periods set forth in the Well Restoration Measures, attached hereto as Exhibit A, or that certain Stormwater Management Facility Easement and Maintenance Agreement, of even date herewith, between Matrix and the Town. Matrix's refusal to accept delivery of said notice shall be deemed constructive receipt of same. In the event Matrix fails to commence the measures within the twenty-four (24) hour period, the Town shall have the right to commence same at Matrix's sole expense. The Town will present a statement of costs of the repairs and maintenance within five (5) days of completion of same. Matrix shall forward payment within thirty (30) days of receipt of the statement. The amount of reimbursement deemed necessary to cover the cost of such work shall be determined solely by the Town Board, in its reasonable discretion. Upon (a) the adoption by the Town Board of a resolution consenting to the acceptance of the Public Improvements and the Town's release of the performance security, or (b) a certification of completion of the Private Improvements to be constructed or installed by Matrix under this Agreement and the delivery of required maintenance security and as built drawings satisfactory to the Town Engineer or his Designee and the adoption by the Town Board of a resolution consenting to the release, the Town Clerk shall release and return to Matrix the Performance Securities furnished hereunder for the Public Improvements, Landscaping, Stormwater Management Measures and Well Restoration Measures, less such sums as may have been expended hereunder. This provision shall in no way be deemed to restrict the Town's ability to enforce the Town's Municipal Code and other applicable laws.

17. Changes from Final Plans. In the event it becomes necessary to make any field change from the final Project Plans in order to secure the proper function of any items specified, or otherwise, no such change shall be made or attempted until after Matrix obtains approval in writing by the Town Engineer or his Designee. The burden of applying for and obtaining such approval and of obtaining all other associated approvals, permits and consents shall rest solely upon Matrix. If during the course of development of the Site, field conditions or sound engineering practices indicate that the improvements shown or described during the Planning Board approval proceedings are inadequate to service the drainage requirements, or are inadequate to appropriately address subsurface water conditions affecting the Site, or are inadequate to protect adjacent properties from surface or subsurface water drainage problems, Matrix agrees to take whatever remedial action to solve such drainage problems as may be necessary. Such remedial action shall be done in accordance with sound engineering practices, shall be done in accordance with engineering plans previously furnished to the Town Engineer or inspector retained by the Town for this purpose (a "Designee"), and shall be subject to the inspection and approval of the Town Engineer or its Designee. The decision as to the necessity for such action shall lie within the sole discretion of the Town Engineer or its Designee, subject, however to an appeal to the Town Board. As built drawings required to be submitted to the Town pursuant to the Town's Municipal Code shall accurately depict all field changes. Matrix shall make reasonable attempts to obtain all of the necessary agreements or easements from adjoining property owners or other property owners, as the case may be, in order to perform the required remedial action, or in the event of the inability to procure such agreements or easements relating to the other lands, to reimburse the Town for all awards, costs, expenses and reasonable legal and engineering fees incurred in such eminent domain proceedings as the Town may undertake to obtain such agreements or easements.

18. Notice to Town Engineer of Changes. No utility or any part of, appurtenance thereof, including basins, buffers, valve boxes, curb boxes, hydrants, swales and drains which are a part of the Project shall be materially raised, lowered or otherwise changed, altered or relocated except after Matrix has given to the Town Engineer or his Designee notice of such changes, alterations and relocation, at least 48 hours before the work is scheduled to be performed and except upon attendance and supervision by a person or official designated by the Town for the inspection of the performance of such work. Matrix agrees that in the performance of such work, it will comply with all additional orders made or issued by the Town Engineer.

19. Inspection of Private Site Improvements and Site Work. Matrix agrees that certain private improvements and temporary measures installed pursuant to the SWPPP at the Site may be inspected at all times during construction for compliance with approved plans and applicable specifications, codes, rules and regulations by the Town Engineer, a Town consulting engineer, landscape architect, building inspector or other designee retained by the Town (collectively such parties retained by the Town other than employees of the Town are the "Town's Consulting Inspectors"). It is further understood that the Town will retain the contract services of a professional engineering firm or other firm with appropriate experience which provides site inspection services (the "On-Site Inspector"), at Matrix's expense. The On-Site Inspector will monitor and inspect the site construction process and report to the Town. The parties anticipate that this monitoring and inspection will be provided on a full-time basis for the initial stages of

construction (particularly with respect to the monitoring required by the SPDES General Permit) and then, at the sole determination of the Town, be scaled back gradually until completion. Such private improvements shall include the following: Landscaping; the Stormwater Management Measures, including but not limited to any culverts, catch basins, detention and retention basins and compliance with the SWPPP, and other erosion and sediment control measures; private streets, driveways, parking areas and sidewalks and appurtenant lighting fixtures and curbing; water and sewer lines; and connecting lines (collectively, the "Private Improvements"). Matrix shall reimburse the Town for the costs of such inspections in accordance with Section 20 hereof. Matrix covenants to meet as reasonably requested with the Town Engineer, the On-Site Inspector and/or Town Consulting Inspectors (collectively, the "Town Inspectors") during construction in order to address any concerns arising from Matrix's construction activities. Building inspection shall be performed by the Town's Code Compliance Department.

20. Work and Inspection at Matrix's Expense.

(a) Matrix shall perform and furnish all work, labor and services and shall furnish and supply all materials to carry out all provisions of this Agreement, except as hereinafter provided, at Matrix's sole expense. Matrix additionally agrees that it shall reimburse the Town's costs of inspection, including but not limited to the costs incurred to observe the progress and performance of the work related to the installation of the Public Improvements and Private Improvements, to inspect such work regularly and to keep such records and submit such reports as the Town deems appropriate. Matrix shall pay to the Town fees for the Town Inspectors' monitoring and inspection of the Public Improvements in an amount equal to four percent (4%) of the bonded cost of the Public Improvements, in accordance with Section 104-2(B)(2) of the Town Code.

(b) Matrix additionally agrees to deposit with the Town, and/or assign any and all funds held in escrow by the Town under the Prior Agreement, the initial sum of Forty Thousand and No/100 Dollars (\$40,000.00) in cash in the Escrow Fund to be drawn upon by the Town to pay for the costs of the Town Inspectors' monitoring and inspection of all other site work in accordance with scope of work annexed and made a part hereof as Exhibit B (the "Inspection Deposit"). The Inspection Deposit shall be replenished by Matrix periodically within fifteen (15) days of the Town's written notice, at such time as the balance within the Escrow Fund shall be reduced to fifty percent (50%) or less of the original balance of the Escrow Fund or as the Town otherwise determines to be appropriate based upon its reasonable estimates of the expense being incurred on an on-going basis and services not yet performed.

(c) The Town is hereby irrevocably authorized to pay from the Escrow Fund the sums requisitioned by the Town Inspectors. The Town's written requests for additional funds shall be accompanied by a balance statement and copies of the Town Inspector's vouchers and itemized billing statements setting forth the date performed, the identity of the individual performing the task, the actual time spent on the task, the rate charged by the timekeeper, the cost of the service, and a reasonable description of the task. Matrix shall have the right to request an explanation of the Town with respect to any task which is not reasonably described or requiring excessive time. In the event that Matrix shall fail to make such deposit within fifteen (15) days following the Town's notice in accordance herewith, the Town shall have the right to

issue a stop work order for the Site work subject to the inspections. Unused funds and accrued interest, if any, shall be refunded to Matrix upon issuance of a certification of completion made and signed by the Town Engineer under this Agreement.

21. Certificate of Completion. Upon completion of construction of the Public Improvements and Private Improvements which are the subject of this Agreement Matrix shall obtain and cause to be filed in the Office of the Town Clerk, a certification of completion made and signed by the Town Engineer, certifying that all work required to be performed under this Agreement has been fully performed in accordance with the terms and conditions of this Agreement. Thereafter, Matrix shall deliver to the Town such documents for dedication of the Public Improvements as the Town requires of other applicants, including, but not limited to, offers of dedication, title insurance, and deeds or easements reasonably acceptable to the Attorney for the Town. Upon receipt of all required documents, the Town Board may accept the dedication of the Public Improvements. At such time as the Town Board may determine to accept dedication, Matrix shall deliver any such replacement or supplemental documents as may be reasonably required under then current laws, rules and regulations in order to complete the dedication and make it a matter of record.

22. Maintenance Guarantee for Stormwater Management Measures and Public Improvements. Unless covered by the Performance Securities, Matrix hereby covenants to file with the Town one or more maintenance securities, in form acceptable to the Attorney for the Town and in an amount to be reasonably determined by the Town Engineer and/or his Designee and to be approved by the Town Board to ensure that the Public Improvements, the Landscaping and Stormwater Management Measures shall be free of defect for a period of two (2) years following the filing of the certificate of completion ("Maintenance Security"). In no event shall said financial security exceed 10% of the total Performance Securities posted by Matrix pursuant to Section 15 of this Agreement. During such two (2) year maintenance period, the Town shall be responsible only for routine maintenance and repairs of the Public Improvements whose dedication has been accepted, provided such maintenance and repair has not been caused by Matrix, Matrix otherwise having sole responsibility in this regard.

23. Performance of Repairs and Maintenance. During the two (2) year time period set forth in Section 24 hereof, in the event any of the Public Improvements, the Landscaping or Stormwater Management Measures installed by Matrix fail to operate satisfactorily, the Town shall notify Matrix in writing at the address specified below and the Surety, if applicable, in accordance with the terms of the Maintenance Security. It shall be the responsibility of Matrix or its Surety to correct the problem and set the facilities in satisfactory operation. A reasonable time shall be given to Matrix to remedy any such defects and failures, except as provided below. The Town shall only be responsible for routine maintenance of accepted Public Improvements during this time. In the event a repair or maintenance activity shall, in the sole judgment of the Town, be immediately necessary to protect the public health and safety, the Town shall notify Matrix or its agent in writing at the address specified below and Matrix shall commence the repairs and maintenance within twenty-four (24) hours of receipt of said notice. Matrix's refusal to accept delivery of said notice shall be deemed constructive receipt of same. In the event Matrix fails to commence the repairs or maintenance within the twenty-four (24) hour period, the Town shall have the right to commence same at Matrix's sole expense. The Town will present a

statement of costs of the repairs and maintenance within five (5) days of completion of same. Matrix shall forward payment within thirty (30) days of receipt of the statement.

24. Two Year Inspection. At the expiration of two (2) years from the date of the Town Board's acceptance of certification of completion of the Public Improvements, Landscaping and Stormwater Management Measures, or as soon thereafter as is practicable, the Town Engineer or the consulting professional retained by the Town for inspections shall make an inspection of all Public Improvements, Landscaping and Stormwater Measures constructed under this Agreement. The Town Engineer or his Designee shall thereupon notify Matrix of any defects and damage and shall inform Matrix of all work that is required to be performed under the guarantee provisions of this Agreement. Matrix shall immediately correct such defects and shall perform all other work directed to be performed under the guarantee provisions of this Agreement.

25. Release of Maintenance Obligation. When the inspection by the Town Engineer or Town Inspector shows that all work required to be performed under this Agreement with regard to Public Improvements, Landscaping and Stormwater Management Measures has been performed and as built drawings satisfactory to the Town Engineer or his designee delivered, that all defects and damages, if any, have been corrected and/or replaced and that any work directed to be performed under the guarantee provisions set forth herein has been performed, the Town Engineer shall execute and file in the Office of the Town Clerk a certification that the Maintenance Security may be released upon approval by the Town Board.

26. Affidavit of No Liens. Upon completion of the Public Improvements, Matrix shall execute and file in the office of the Town Clerk an affidavit of no liens, stating that there are no unpaid liens or claims affecting the work performed on the Public Improvements under this Agreement. Upon receipt of such affidavit, submission of as built drawings satisfactory to the Town Engineer or his designee, confirmation of receipt of the certification required pursuant to Section 25 and completion of the two (2) year inspection set forth in Section 24 hereto, the Town Board shall authorize the return to Matrix of the posted Maintenance Security relating to the Public Improvements.

27. No Waiver. No waiver by the Town of any default by Matrix in the performance of its obligations shall operate as a waiver of any other default or the same default on a future occasion.

28. Assignment and Assumption. Matrix shall have the right to sell, assign or transfer this Agreement to any private person, firm or corporation acquiring Matrix's interest in the Site. Matrix shall provide the Town at least ten (10) days written notice in advance of such action. Express written assumption by such purchaser, assignee or transferee of the obligations and other terms and conditions of this Agreement in form acceptable to the Attorney for the Town shall relieve Matrix of the obligations under this Agreement, provided however that nothing herein shall be deemed to relieve Matrix of its secured performance and maintenance obligations hereunder until substitute Performance Security and maintenance security satisfactory to the Attorney for the Town is delivered to the Town .

29. Indemnification. Matrix shall indemnify the Town and hold it harmless against all

liabilities, claims and demands for personal injury or property damage arising out of or caused by any act or omission of Matrix, its employees or agents arising on or about the Site at any time until completion and acceptance of the work and installation. The Town shall indemnify Matrix and hold it harmless against all liabilities, claims and demands for personal injury or property damage arising out of or caused by any act or omissions of Town, its employees or agents arising out of or related to the Town's obligations under this Agreement.

30. Notices. Every notice, demand, consent, request, approval or other document or instrument ("Notice") required or permitted to be served upon any of the parties hereto shall be in writing and shall be deemed to have been duly served, if personally delivered or if mailed on the date of mailing (it being agreed, however, that the time period in which a response must be given to any such notice shall commence to run on the date on which the addressee thereof has received or has refused to receive the same). Mailing shall be by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses state below or such other address for which the parties may subsequently give notice from time to time:

a. To the Town: Town of Newburgh
 Attn: Supervisor
 1496 Route 300
 Newburgh, New York 12550

with copy to: Rider, Weiner & Frankel, P.C.
 Attn: Mark C. Taylor, Esq.
 P.O. Box 2280
 Newburgh, New York 12550

b. To Matrix: Matrix Newburgh Route 300, LLC,
 C/O Matrix Realty, Inc.,
 Attn: Donald M. Epstein
 CN 4000, Forsgate Drive
 Cranbury, New Jersey 08512

with copy to: Whiteman Osterman & Hanna LLP
 Attn: David R. Everett, Esq.
 One Commerce Plaza
 Albany, New York 12260

31. Governing Law. 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.

32. Modifications. This agreement may only be modified by a writing executed by both parties.

33. Headings. The headings of the sections hereof are inserted for convenience only and are not intended to define or limit the provisions or intent of this Agreement.

34. Multiple Counterparts. 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.

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

36. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

TOWN OF NEWBURGH

By: _____

Name: Gilbert J. Piaquadio

Title: Supervisor

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____, in the year 2021 before me, the undersigned, personally appeared **Gilbert J. Piaquadio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

MATRIX NEWBURGH ROUTE 300, LLC

By: [Taylor/Epstein Investment Fund, LLC]

Its: Manager

By: _____

Name: Donald M. Epstein

Title: Manager

Address: CN4000, Forsgate Drive
Cranbury, NJ 08512

STATE OF _____)
)ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 2021 before me, the undersigned, personally appeared **Donald M. Epstein** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

SCHEDULE "A"

WELL MONITORING PLAN

EXHIBIT C

PROJECTED TRAFFIC

Table 1 – Trip Generation Estimates

Location	Use	Vehicle Breakdown	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
			Enter	Exit	Total	Enter	Exit	Total
Building A	927,000 sf Warehouse Land Use 150	Cars	116	61	177	45	144	189
		Trucks	17	10	27	8	25	33
		Total	133	71	204	53	169	222
Building B	215,200 sf Warehouse Land Use 150	Cars	30	17	47	11	36	47
		Trucks	5	2	7	2	6	8
		Total	35	19	54	13	42	55
Total Trips								
Full Site	1,142,200 sf Warehouse Land Use 150	Cars	146	78	224	56	180	236
		Trucks	22	12	34	10	31	41
		Total	168	90	258	66	211	277
Total Trips Factored By 3.0								
Full Site	1,142,200 sf Warehouse Land Use 150	Cars	438	234	672	168	540	708
		Trucks	66	36	102	30	93	123
		Total	504	270	774	198	633	831

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**FIRST AMENDMENT TO
AGREEMENT BETWEEN
THE TOWN OF NEWBURGH AND OWNER
FOR FUNDING OF COSTS OF
PROFESSIONAL SITE WORK MONITOR SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND OWNER FOR FUNDING OF COSTS OF PROFESSIONAL SITE WORK MONITORING SERVICES (this "Amendment") is made as of December __, 2021, by and between 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 (the "Town"), and **MATRIX NEWBURGH ROUTE 300, LLC**, a New York limited liability company having an address at c/o Matrix Development Group, Forsgate Drive, CN4000, Cranbury, New Jersey 08512 ("Matrix").

WITNESSETH

WHEREAS, Matrix is the fee owner of certain real property located along New York State Route 300 in the Town of Newburgh, Orange County, New York, consisting of approximately 119 acres, presently designated as Town of Newburgh Tax ID Nos. 97-1-20.3, 97-1-13.3, 60-3-56, 60-3-41.3, 60-3-49.22, 60-3-48, 60-3-49.1 and 60-3-41.4, and acquired by Matrix by deed from Ridge Hudson Valley, LLC, dated November 23, 2020, and recorded in the Orange County Clerk's office on December 3, 2020 as Deed Book 14853 at Page 606 (the "Property"); and

WHEREAS, Ridge Hudson Valley, LLC and WB Interchange Associates LLC (collectively, the "Prior Developer") previously received final site plan approvals from the Town to construct a 700,000 square foot retail shopping center on the Site (the "Prior Approval"), whereupon the Prior Developer and the Town entered into that certain Agreement Between The Town Of Newburgh And Owner For Funding Of Costs Of Professional Site Work Monitor Services, dated February 12, 2009, and as assigned on December 22, 2016 (the "Agreement"); and

WHEREAS, Matrix acquired fee title interest to the Property from the Prior Developer and pursuant to that certain Assignment of Permits, dated November 24, 2020, the Prior Developer assigned and Matrix assumed all of the Prior Developer's rights and obligations under the Agreement; and

WHEREAS, Matrix has received final site plan approval from the Town Planning Board by resolution dated October 21, 2021 and filed with the Town Clerk on October 28, 2021 (the "Final Approval Resolution"), allowing it to develop on the Site (i) a 927,041 square foot distribution center, and (ii) a 215,200 square foot distribution center, with associated off-street car and truck parking and loading facilities for each distribution center, a private road, emergency access and related site work, including, among other things, lighting, signage, landscaping, utilities and stormwater management facilities, known as the "Matrix Logistics Center at Newburgh" (the "Project"); and

WHEREAS, the Town and Matrix desire to amend the Agreement upon the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follow:

1. Paragraph 4 of the Agreement is amended in relevant part to provide that the initial amount to be placed in the Escrow Fund by Matrix shall be Forty Thousand and No/100 Dollars (\$40,00.00).

2. Paragraph 5 of the Agreement is amended in relevant part to provide that notice to Matrix shall be addressed as follows:

To Matrix: Matrix Newburgh Route 300, LLC,
C/O Matrix Realty, Inc.,
Attn: Donald M. Epstein
CN 4000, Forsgate Drive
Cranbury, New Jersey 08512

with copy to: Whiteman Osterman & Hanna LLP
Attn: David R. Everett
One Commerce Plaza
Albany, New York 12260

3. Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with that certain Agreement for Engineering Services made the ___ day of December, 2021 between the Town and the Site Monitor, attached hereto as **EXHIBIT A**.

4. Exhibit "B" of the Agreement is hereby deleted in its entirety and replaced with Schedule of hourly rates and reimbursable expenses attached hereto as **EXHIBIT B**.

5. This Amendment may be executed in any number of counterpart copies, all of which shall have the same force and effect as if all parties hereto had executed a single copy hereof. Signatures send by facsimile or e-mail shall constitute originals.

6. Except as specifically modified by this Amendment, no other amendments or modifications to the Agreement are made or intended hereby, and the Agreement, as amended by this Amendment, is hereby ratified and confirmed by the parties hereto and shall be and remain in full force and effect.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

TOWN OF NEWBURGH

By: _____
Name: Gilbert J. Piaquadio
Title: Supervisor

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____, in the year 2021 before me, the undersigned, personally appeared **Gilbert J. Piaquadio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

MATRIX NEWBURGH ROUTE 300, LLC
By: [Taylor/Epstein Investment Fund, LLC]
Its: Manager

By: _____
Name: Donald M. Epstein
Title: Manager
Address: CN4000, Forsgate Drive
Cranbury, NJ 08512

STATE OF _____)
)ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 2021 before me, the undersigned, personally appeared **Donald M. Epstein** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

EXHIBIT B

SCHEDULE OF RATES AND EXPENSES

#12H

**ACCESS AGREEMENT
FOR PRIVATE WATER AND SEWER FACILITIES
CONNECTED TO MUNICIPAL SYSTEMS**

THIS ACCESS AGREEMENT FOR PRIVATE WATER AND SEWER FACILITIES CONNECTED TO MUNICIPAL SYSTEMS, made this ___ day of December, 2021, by and between **MATRIX NEWBURGH ROUTE 300, LLC**, a New York limited liability company having an address at c/o Matrix Development Group, Forsgate Drive, CN4000, Cranbury, New Jersey 08512 (“Matrix”) and 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 (the “Town”).

WITNESSETH

WHEREAS, Matrix is the fee owner of certain real property located along New York State Route 300 in the Town of Newburgh, Orange County, New York, consisting of approximately 119 acres, presently designated as Town of Newburgh Tax ID Nos. 97-1-20.3, 97-1-13.3, 60-3-56, 60-3-41.3, 60-3-49.22, 60-3-48, 60-3-49.1 and 60-3-41.4, and acquired by Matrix by deed from Ridge Hudson Valley, LLC, dated November 23, 2020, and recorded in the Orange County Clerk’s office on December 3, 2020 as Deed Book 14853 at Page 606, and as further described in Schedule A attached hereto (the “Property”); and

WHEREAS, Ridge Hudson Valley, LLC and WB Interchange Associates LLC (collectively, the “Prior Developer”) previously received final site plan approvals from the Town to construct a 700,000 square foot retail shopping center on the Site (the “Prior Approval”), whereupon the Prior Developer and the Town entered into that certain Access Agreement for Private Water and Sewer Facilities Connected to Municipal Systems, dated August 18, 2008, and as assigned on December 22, 2016 (the “Prior Agreement”); and

WHEREAS, Matrix acquired fee title interest to the Property from the Prior Developer and pursuant to that certain Assignment of Permits, dated November 24, 2020, the Prior Developer assigned and Matrix assumed all of the Prior Developer’s rights and obligations under the Prior Agreement; and

WHEREAS, Matrix has received final site plan approval from the Planning Board by resolution dated October 21, 2021 and filed with the Town Clerk on October 28, 2021 (the “Final Approval Resolution”), allowing it to develop on the Site (i) a 927,041 square foot distribution center, and (ii) a 215,200 square foot distribution center, with associated off-street car and truck parking and loading facilities for each distribution center, a private road, emergency access and related site work, including, among other things, lighting, signage, landscaping, utilities and stormwater management facilities, known as the “Matrix Logistics Center at Newburgh” (the “Project”); and

WHEREAS, the Property is located within the boundaries of the Consolidated Water District and the Crossroads Sewer District of the Town; and

WHEREAS, the plans for the Project include on-site private water and sewer lines and appurtenant facilities (collectively, the "Water and Sewer Facilities") to be constructed and maintained on the Property by Matrix which will serve multiple lots and buildings within the Project and which are proposed to be connected to and receive water and sewer service from the municipal water and sewer systems of the Town (the "Town Water and Sewer Facilities"); and

WHEREAS, the water component of the Water and Sewer Facilities will transport municipally supplied water which will not be metered until it reaches the buildings within the Project; and

WHEREAS, the Town requires that the Water and Sewer Facilities as shown on the site plan(s) for the Project to be constructed and adequately maintained by Matrix, its successors and assigns; and

WHEREAS, the Town additionally requires rights in perpetuity to enter upon the Property to perform inspections of the Water and Sewer Facilities which connect to and receive service from the municipal water and sewer systems, to perform work activities on the Water and Sewer Facilities which may be required for the protection, operation and maintenance of the municipal water system, such as, for example and without limitation, hydrant flushing and meter reading and replacement, and for emergency purposes such as, for example and without limitation, the shut off of a broken line.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the Town, the receipt and sufficiency of which is hereby acknowledged by Matrix, the foregoing premises, and the mutual covenants contained herein, the parties hereto agree as follow:

1. The Prior Agreement is hereby terminated and shall be of no further force and effect.
2. The Water and Sewer Facilities shall be constructed by Matrix at its sole cost and expense in accordance with the approved plans and specifications and all applicable state, county and Town requirements.
3. No connection of the Project to the municipal water system shall be made operational for water to be used in the construction of the Project except pursuant to prior written authorization by the Town Engineer.
4. Upon completion of construction of the Water and Sewer Facilities and prior to issuance of certificates of occupancy for buildings served by the

facilities, Matrix agrees to provide the Town with a certification from a New York State licensed professional engineer, certifying to the Town that the installation of the Water and Sewer Facilities is in accordance with all applicable state, county and Town requirements. If the Project is phased, this requirement shall be deemed to encompass only the portion of the Water and Sewer Facilities for the phase serving the building or which are otherwise operational. Matrix agrees further to deliver to the Town simultaneously with said certification three (3) sets of "as built" drawings for the Water and Sewer Facilities, in form reasonably acceptable to the Town engineer, as installed by Matrix.

5. Matrix hereby grants, conveys and releases to the Town, its authorized officers, employees, agents and assigns the permanent rights of ingress, egress and entry over, under, on, in, and through the Property and the Water and Sewer Facilities for the purpose of inspections, examinations and surveys of the Town Water and Sewer Facilities whenever the Town deems reasonably necessary and upon reasonable advance notice to Matrix. The Town shall provide Matrix, within a reasonable time following request in writing, copies of any written inspection findings.
6. Matrix hereby additionally grants, conveys and releases to the Town, its authorized officers, employees, agents and assigns, permanent rights of ingress, egress and entry over, under, on, in, and through the Property and the Water and Sewer Facilities, upon reasonable advance notice to Matrix, to perform such activities and work upon the Town Water and Sewer Facilities as may be required for the protection, operation and maintenance of the municipal water and sewer systems, such as, for example and without limitation, hydrant flushing, for meter reading and replacement, and for emergency purposes such as, for example and without limitation, the shut off of a broken water or sewer line. No advance notice shall be required for entries such as meter reading which are routinely performed by the Town on all properties receiving water or sewer service.
7. Any repair to the Water and Sewer Facilities that requires removal and/or replacement of any portion of the utility shall require at least two (2) business days' prior written notice delivered to the Town engineer and the Town's water or sewer department, as the case may be, except in the event of an emergency, when notice shall be given as early as practicable prior to the performance of the repair. The Town shall be afforded the opportunity to inspect and accept or reject any and all repair work. There shall be no backfilling until the Town's inspection is completed and the work accepted. Matrix agrees that the performance and subsequent correction of all such work will comply with all orders made or issued by the Town Engineer. Upon the discovery of any defect in the Water and Sewer Facilities, Matrix shall promptly notify the Town of the defect and of any and all plans to repair or correct said defect,

8. Matrix shall ensure that it and all lot owners within the Project, adequately maintain the Water and Sewer Facilities and operate said facilities in compliance with Town Code requirements and this Agreement. Adequate maintenance is herein defined as good working condition so that the Water and Sewer Facilities are performing their design functions.
9. In the event Matrix fails to undertake repairs or maintenance of the Water and Sewer Facilities so that the operations of the municipal water or sewer system is adversely affected or the public health, safety or welfare is endangered in the sole determination of the Town, within five (5) days following mailing of written notice by the Town to Matrix, except in the event of an emergency immediately upon the Town's oral notification, Town officers, employees, agents shall have rights of ingress, egress, and entry over, under, on, in, and through the Property and the Water and Sewer Facilities to undertake such maintenance or repair measures as are reasonably necessary in the opinion of the Town engineer or his designated representative to protect the integrity of the municipal water or sewer system, as the case may be, or the public health and safety, including but not limited to shutting off, disconnecting or blocking off all water or sewer service to the Property. The Town is authorized to charge the costs of such measures to Matrix. This provision shall not be construed to allow the Town to erect any structure of permanent nature on the Property. It is expressly understood and agreed that the Town is under no obligation to routinely maintain or repair the Water and Sewer Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Town.
10. The Town, its authorized officers, employees, agents and assigns shall have the additional permanent rights of ingress, egress and entry over, under, on, in, and through the Property and the Water and Sewer Facilities to shut off service to any building or facility on the Property from the Water and Sewer Facilities in the event the Town determines there is a violation of its sewer or water codes, ordinances, rules and regulations and such remedy is specified therein.
11. In the event the Town, pursuant to paragraph 8 above, performs work of any nature, or expends any funds for the performance of said work for labor, use of equipment, supplies, materials, and the like, Matrix, its successors and assigns, shall reimburse the Town upon demand in writing, within thirty (30) days of receipt thereof for all actual costs incurred by the Town. In the event of a default in payment by Matrix, the Town shall have the right to file a lien against the Property for said costs and to exercise all rights and remedies of a lienor under the New York Lien Law. The Town shall additionally have the rights to shut off, block off or disconnect water and/or sewer service to the Property or a building or facility within the

and

Rider, Weiner & Frankel, P.C.
Attn: Mark C. Taylor
P.O. Box 2280
Newburgh, New York 12550

b. To Matrix:

Matrix Newburgh Route 300, LLC
C/O Matrix Realty, Inc.
Attn: Donald M. Epstein
CN 4000, Forsgate Drive
Cranbury, New Jersey 08512

with copy to:

Whiteman Osterman & Hanna LLP
Attn: David R. Everett
One Commerce Plaza
Albany, New York 12260

The parties to this Agreement may change their addresses for notice by giving written notice to the other parties in accordance with the terms of this paragraph.

15. This Agreement shall be recorded in the office of the County Clerk of Orange County, New York and shall constitute a perpetual covenant running with the land. All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.
16. This Agreement may only be modified by a writing executed by both parties. No waiver by a party of any default by the other party in the performance of its obligations shall operate as a waiver of any other default or the same default on a future occasion.
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. The invalidity or unenforceability of any provision(s) of this Agreement will not affect the validity or enforceability of any other provision(s).

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

TOWN OF NEWBURGH

By: _____
Name: Gilbert J. Piaquadio
Title: Supervisor

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____, in the year 2021 before me, the undersigned, personally appeared **Gilbert J. Piaquadio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

MATRIX NEWBURGH ROUTE 300, LLC
By: [Taylor/Epstein Investment Fund, LLC]
Its: Manager

By: _____
Name: Donald M. Epstein
Title: Manager
Address: CN4000, Forsgate Drive
Cranbury, NJ 08512

STATE OF _____)
)ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 2021 before me, the undersigned, personally appeared **Donald M. Epstein** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public
SCHEDULE A

#121

Record & Return to:

Attn: Newburgh Town Clerk
Town Clerk's Office
1496 Route 300
Newburgh, New York 12550

**STORMWATER MANAGEMENT FACILITY EASEMENT
AND MAINTENANCE AGREEMENT**

THIS STORMWATER MANAGEMENT FACILITY EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made as of this ___ day of November, 2021 (the "Effective Date"), by and between **MATRIX NEWBURGH ROUTE 300, LLC**, New York limited liability company having an address at c/o Matrix Development Group, a Forsgate Drive, CN4000, Cranbury, New Jersey 08512 (hereinafter the "Developer") and 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 (hereinafter the "Town"), Developer and Town are sometimes hereinafter referred to individually as a "Party" and, collectively, as the "Parties."

WITNESSETH:

WHEREAS, Developer is the fee owner of that certain real property located in the Town of Newburgh, County of Orange, State of New York, further identified as Town of Newburgh tax map parcel nos.: 97-1-20.3, 97-1-13.3, 60-3-56, 60-3-41.3, 60-3-49.22, 60-3-48, 60-3-49.1 and 60-3-41.4, and acquired by the Developer by deed from Ridge Hudson Valley, LLC, dated November 23, 2020, and recorded in the Orange County Clerk's office on December 3, 2020 and as more fully described on Schedule "A" attached hereto and made a part hereof (the "Site"); and

WHEREAS, Developer has received final site plan approval from the Town planning Board by resolution dated October 21, 2021 and filed with the Town Clerk on October 28, 2021 (the "Final Approval Resolution"), allowing it to develop on the Site (i) a 927,041 square foot distribution center, and (ii) a 215,200 square foot distribution center, with associated off-street car and truck parking and loading facilities for each distribution center, a private road, emergency access and related site work, including, among other things, lighting, signage, landscaping, utilities and stormwater management facilities, known as the "Matrix Logistics Center at Newburgh" (the "Project")

WHEREAS, the Town and Developer desire to enter into this Agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Town for the Project (the "Stormwater Control Measures"); and

WHEREAS, the Town and the Developer desire that the Stormwater Control Measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

NOW, THEREFORE, the Town and the Developer agree as follows:

Town of Newburgh
S-B-L

97-1-20.3, 97-1-13.3, 60-3-56, 41.3, 49.22, 48, 49.1 and 41.4.

1. This Agreement binds the Town and the Developer, its successors and assigns to any maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan (“SWPPP”) which are on file with the Town’s Stormwater Management Officer and consist of the following:

- a. Site plans prepared by Langan Engineering, Environmental, Surveying and Landscape Architecture, DPC and approved by the Town of Newburgh Planning Board in Resolution of Approval Site Plan ARB for Matrix Logistics Center at Newburgh (Project # 2020-17) dated October 21, 2021:

Author	Title	Last Revision Date
Langan Engineering	Cover Sheet	October 14, 2021
Langan Engineering	Legends and Notes	October 14, 2021
Langan Engineering	Existing Conditions and Site Removals Plan	October 14, 2021
Langan Engineering	Lot Line Change (1 of 2)	October 14, 2021
Langan Engineering	Lot Line Change (2 of 2)	October 14, 2021
Langan Engineering	Overall Site Plan	October 14, 2021
Langan Engineering	Site Plan (1 of 3)	October 14, 2021
Langan Engineering	Site Plan (2 of 3)	October 14, 2021
Langan Engineering	Site Plan (3 of 3)	October 14, 2021
Langan Engineering	Pavement Plan	October 14, 2021
Langan Engineering	Overall Grading Plan	October 14, 2021
Langan Engineering	Grading Plan (1 of 3)	October 14, 2021
Langan Engineering	Grading Plan (2 of 3)	October 14, 2021
Langan Engineering	Grading Plan (3 of 3)	October 14, 2021
Langan Engineering	Site Sections (1 of 2)	October 14, 2021
Langan Engineering	Site Section (2 of 2)	October 14, 2021
Langan Engineering	Overall Drainage Plan	October 14, 2021
Langan Engineering	Drainage Plan (1 of 3)	October 14, 2021
Langan Engineering	Drainage Plan (2 of 3)	October 14, 2021
Langan Engineering	Drainage Plan (3 of 3)	October 14, 2021
Langan Engineering	Drainage Profile (1 of 7)	October 14, 2021
Langan Engineering	Drainage Profile (2 of 7)	October 14, 2021
Langan Engineering	Drainage Profile (3 of 7)	October 14, 2021
Langan Engineering	Drainage Profile (4 of 7)	October 14, 2021
Langan Engineering	Drainage Profile (5 of 7)	October 14, 2021
Langan Engineering	Drainage Profile (6 of 7)	October 14, 2021
Langan Engineering	Drainage Profile (7 of 7)	October 14, 2021
Langan Engineering	Overall Utility Plan	October 14, 2021
Langan Engineering	Utility Plan (1 of 3)	October 14, 2021
Langan Engineering	Utility Plan (2 of 3)	October 14, 2021
Langan Engineering	Utility Plan (3 of 3)	October 14, 2021
Langan Engineering	Sanitary Sewer Profile	October 14, 2021

Langan Engineering	Phasing Plan	October 14, 2021
Langan Engineering	Erosion & Sediment Control Plan (1 of 3)	October 14, 2021
Langan Engineering	Erosion & Sediment Control Plan (2 of 3)	October 14, 2021
Langan Engineering	Erosion & Sediment Control Plan (3 of 3)	October 14, 2021
Langan Engineering	Site Details (1 of 2)	October 14, 2021
Langan Engineering	Site Details (2 of 2)	October 14, 2021
Langan Engineering	Water Details	October 14, 2021
Langan Engineering	Sewer Details	October 14, 2021
Langan Engineering	Drainage Details (1 of 2)	October 14, 2021
Langan Engineering	Drainage Details (2 of 2)	October 14, 2021
Langan Engineering	Erosion & Sediment Control Details	October 14, 2021
Langan Engineering	Overall Planting Plan	October 14, 2021
Langan Engineering	Planting Plan (1 of 3)	October 14, 2021
Langan Engineering	Planting Plan (2 of 3)	October 14, 2021
Langan Engineering	Planting Plan (3 of 3)	October 14, 2021
Langan Engineering	Planting Notes & Details	October 14, 2021
Langan Engineering	Planting Notes & Details II	October 14, 2021
Langan Engineering	Overall Site Lighting Plan	October 14, 2021
Langan Engineering	Site Lighting Plan (1 of 3)	October 14, 2021
Langan Engineering	Site Lighting Plan (2 of 3)	October 14, 2021
Langan Engineering	Site Lighting Plan (3 of 3)	October 14, 2021
Langan Engineering	Site Lighting Notes & Details	October 14, 2021
Ford & Associates Architects	Speculative Building A — Building Elevations East	August 6, 2021
Ford & Associates Architects	Speculative Building A — Building Elevations West	August 6, 2021
Ford & Associates Architects	Speculative Building A — Building Elevations North & South	August 6, 2021
Ford & Associates Architects	Speculative Building B — Building Elevations East	August 6, 2021
Ford & Associates Architects	Speculative Building B — Building Elevations West	August 6, 2021
Ford & Associates Architects	Speculative Building B — Building Elevations North & South	August 6, 2021

- b. Stormwater Pollution Prevention Plan (“SWPPP”) dated April 21, 2021 prepared by Langan Engineering, Environmental, Surveying & Landscape Architecture, DPC.
- c. Any amendments to documents set forth above that may be approved by the Town.

2. The Developer shall maintain, clean, repair, replace and continue the Stormwater Control Measures depicted on the approved project plans for the Project, as necessary to ensure optimum performance of the measures to design specifications. The Stormwater Control Measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the SWPPP approved by the Town.

3. The Developer shall be responsible for all expenses related to the maintenance of the Stormwater Control Measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Developer shall provide for the periodic inspection of the Stormwater Control Measures, not less than once a year, to determine the condition and integrity thereof. Such inspection shall be performed by a professional engineer licensed by the State of New York (the "Inspecting Engineer"). The Inspecting Engineer shall prepare and submit to the Town within thirty (30) days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the Stormwater Control Measures. In addition, the and the Town Engineer or his or her designated representative shall have the right to enter upon the Site at reasonable times and in a reasonable manner upon three (3) days' notice for the purpose of inspection of the Stormwater Control Measures.

5. The Developer shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Stormwater Control Measures except in accordance with written approval of the Town.

6. The Developer shall undertake necessary maintenance, repairs and replacement of the Stormwater Control Measures at the direction of the Town or in accordance with the recommendations of the Inspecting Engineer.

7. This agreement shall be recorded in the Office of the County Clerk, County of Orange. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

8. If ever the Town determines that the Developer has failed to construct or maintain the Stormwater Control Measures in accordance with the approved project plans or has failed to undertake corrective action specified by the Town or by the Inspecting Engineer, the Town is authorized to enter upon the Site at reasonable times and in a reasonable manner upon three (3) days' notice to undertake such corrective steps as reasonably necessary for the preservation, continuation or maintenance of the Stormwater Control Measures. However, before taking any corrective action, the Town shall give the Developer written notice of the nature of any existing defects. If the Developer fails within thirty (30) days from the date of the notice to commence corrective action or to appeal the matter to the Town Zoning Board of Appeals, the Town may take necessary corrective action, except if there are emergency circumstances set forth in the notice under which the public health, safety or the environment is endangered, then the Town may

take corrective action if the Developer fails to commence action within three (3) days of the notice and to diligently prosecute the action to conclusion. The Developer shall reimburse the Town upon demand, within thirty (30) days of receipt of such demand for all actual costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation. If the Town is not reimbursed within the prescribed time, the Town is authorized to affix the expenses thereof as a lien against the Site. Any work undertaken by the Town shall be performed in a good and workmanlike manner and the Town shall promptly repair any damage to the Site outside the stormwater management system (or to the system itself) caused by the Town's activities.

9. This Agreement shall not be revised or amended except in writing signed by the Town and the Developer (or its successors and assigns).

10. This Agreement is effective on the date first written above.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective the day and year first above written.

TOWN OF NEWBURGH

By: _____
Name: **Gilbert J. Piaquadio**
Title: **Supervisor**

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the ____ day of November, in the year 2021, before me, the undersigned, personally appeared Supervisor Gilber J. Piaquadio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

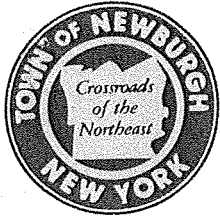
MATRIX NEWBURGH ROUTE 300, LLC
By: [Taylor/Epstein Investment Fund, LLC]
Its: Manager

By: _____
Name: **Donald M. Epstein**
Title: **Manager**

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the _____ day of November, in the year 2021, before me, the undersigned, personally appeared Donald M. Epstein personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#13

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

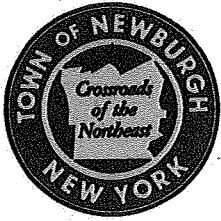
To: Supervisor Piaquadio
Town Board

From: Charlene M Black, Personnel

Date: December 8, 2021

Re: Part time Police Officer – Joseph White

Please find attached a letter from Chief Campbell requesting the approval to hire Joseph White as a part time Police Officer. Chief Campbell would like to hire Mr. White on or after December 27, 2021 with a salary of \$25.00 per hour for 2021 or salary of \$25.88 per hour for 2022. Approval will be pending the outcome of his physical, drug and alcohol testing, fingerprints and completion of all paperwork. Thank you in advance for your time in this matter.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

**Phone: (845) 564-1100
Fax: (845) 564-1870**

December 8, 2021

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Police Officer Position

I am requesting authorization to hire Joseph White as a part-time police officer at a rate of \$25.88 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after December 27th pending results of his physical exam. A satisfactory background investigation has been completed. This is a budgeted position that is currently vacant (Fund appropriation # 001-3120-0100-000).

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Joseph White

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Part Time

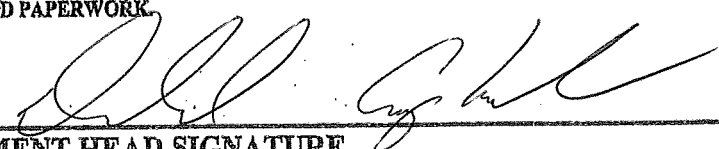
HOURLY RATE: 25.⁵⁸ per hour 2022 / 2021 ^{25.⁰⁰}

IS POSITION FUNDED IN CURRENT BUDGET: (YES) OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: On or after 12/27/21

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

12/8/21
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT



TOWN OF NEWBURGH

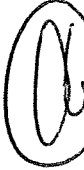
1496 Route 300, Newburgh, New York 12550

~~XXXXXXXXXX~~
#14

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

To: Supervisor Piaquadio
Town Board

From: Charlene M. Black, Personnel 

Re: Assistant Fire Inspector (Provisional)

Date: December 7, 2021

On December 3, 2021, Gerald Canfield, Lisa Dubaldi and myself interviewed Melissa Velaquez for the position of Provisional Assistant Fire Inspector. Ms. Velaquez's resume is over and above our expectations for an Assistant Fire Inspector. Mr. Canfield is asking for Town Board approval to hire her. She has been Pre Approved by Orange County Human Resources. Pending your approval, and completing all necessary pre employment requirements, Ms Velaquez can start her employment with us on or after January 1, 2022, with a salary of \$19.00 per hour. Thank you in advance.

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Melissa Velazquez

DEPARTMENT: Code Compliance

TITLE OF POSITION: Asst. Fire Inspector

FULL TIME OR PART TIME: F/T

HOURLY RATE: \$ 19.00

IS POSITION FUNDED IN CURRENT BUDGET: ²⁰²² ✓ YES OR NO

FUND APPROPRIATION NUMBER: 3410, 5100

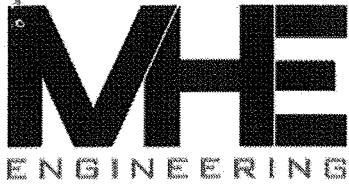
PROPOSED HIRE DATE: 1/1/2022

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.

Charles M. Sleut for G. Corpeled
DEPARTMENT HEAD SIGNATURE

12/7/2021
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT



#15A

8 December 2021

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, SUPERVISOR
TOWN BOARD

SUBJECT: DOLLAR GENERAL- NYS ROUTE 9W
TOWN PLANNING BOARD # 2020-04
STORMWATER MANAGEMENT COST ESTIMATE

Dear Supervisor Piaquadio,

This office has reviewed a Cost Estimate prepared by Bohler Engineering for the Stormwater Improvements depicted on plans dated 26 November 2019, last revised 9 November 2021. The unit costs utilized to calculate the Stormwater Securities are based on costs provided to the applicants representative by MHE Engineering.

Based on the above this office takes no exception to the Town Board accepting Stormwater Security in the amount of \$75,600.00 for erosion and sediment control and stormwater management on the subject project. A copy of the Bond Estimate prepared by Bohler Engineering is attached for your use. A Stormwater Inspection fee in the amount of \$3,025.00 is required to establish the escrow account.

This action requires Town Board approval for the establishment of the Bond Amount of \$75,600.00 and an inspection fee of \$3,025.00

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: Joseph Pedi, Town Clerk
James Osborne, Town Engineer
Gerald Canfield, Code Enforcement
John 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, Millford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

BOHLER //

17 Computer Drive West, Albany, NY 12205
(518) 438-9900

Date: 11/3/2021
Project: Dollar General:Newburgh, NY
Project No: B190123

Calculated By: MDL
Checked By: CVM

STORMWATER COST ESTIMATE

Stormwater Item	Unit	Unit Cost	Total Quantity	Total Cost
12" HDPE Pipe	LF	\$ 16.43	280	\$ 4,600.00
H2O Drop Manholes	EA	\$ 2,500.00	2	\$ 5,000.00
Flared End Sections	EA	\$ 500.00	3	\$ 1,500.00
H2O Infiltrators	EA	\$ 600.00	50	\$ 30,000.00
Infiltrator End Caps	Lump	\$ 2,000.00	1	\$ 2,000.00
3/4" Stone	TON	\$ 30.00	250	\$ 7,500.00
Infiltrator T's and Elbows	Lump	\$ 1,000.00	1	\$ 1,000.00
30" Round Catch Basin	EA	\$ 900.00	1	\$ 900.00
Filter Fabric	Lump	\$ 4,000.00	1	\$ 4,000.00
Endsection Rip Rap	Lump	\$ 1,500.00	1	\$ 1,500.00
Excavation for Drainage Plans	Lump	\$ 17,600.00	1	\$ 17,600.00
			Total =	\$ 75,600.00

TOWN OF NEWBURGH
TOWN ENGINEER

#15B

MEMORANDUM

TO: Gil Piaquadio, Supervisor and Town Board
FROM: J. Osborne, Town Engineer *JSO*
DATE: 7 December 2021
RE: **Water/Sewer Budget Transfers**

I am requesting Town Board Approval for the following budget transfers.

1. Water District Budget Transfers
 - a. Chadwick Lake Filter Plant – Resiliency Improvements
 - From: Interfund Transfer (F9902)
 - To: Capital Projects H6076.5200
 - Amount: \$650,000

This transfer will cover the additional construction costs over the original estimated cost, escalation costs of materials and construction engineering and inspection costs for this project.

- b. Mountainview Water Storage Tank
 - From: Interfund Transfer (F9902)
 - To: Capital Projects H6098.5200
 - Amount: \$100,000

This transfer will be used to fund the design engineering services for the replacement of the existing Mountainview water storage tank.

2. Sewer District Budget Transfers
 - a. Crossroads Sewer District – Meadow Hill South Service Area
 - From: Interfund Transfer (F9902)
 - To: Capital Projects H7106.5200
 - Amount: \$60,000

These funds will be used to conduct a TV inspection of the original Meadow Hill South force main to determine its condition.

Water/Sewer Budget Transfers

7 December 2021

Page 2

b. Crossroads Sewer District – Wintergreen Service Area

From: Interfund Transfer (F9902)
To: Capital Projects H7081.5200
Amount: \$120,000

These funds will be used to conduct a TV inspection of the condition of the 1930's sewage collection system and install manholes at critical locations to facilitate repairs, monitor and maintenance of the system.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda.

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

Cc: R. Clum, Town Accountant
J. Guido, Water District Manager
P. Hines, MHE

JWO/dd



#15C

December 10, 2021

Mr. James W. Osborne, PE
Town Engineer

Town of Newburgh
1496 Route 300
Newburgh, New York 12550

**Re: Chadwick Lake Filter Plant Resiliency Improvements
PALL Proposal**

Dear Mr. Osborne:

Henningson, Durham and Richardson Architecture and Engineering, P.C. (HDR) has reviewed the attached Pall Corporation proposal for a lease agreement between Town and Pall Corporation to provide Town of Newburgh a mobile trailer (FAST 80T Model) to be located at Chadwick Lake Filter Plant for operation during the shutdown of the Delaware Aqueduct period, scheduled to start in October 2022.

Pall Water scope of supply includes FAST Mobile Membrane Filtration (MF) System/Trailer, Air Operated Diaphragm ("AOD") chemical pumps, submittal of P&ID and General Arrangement drawing, O&M manual, and field start up services and training. Pall Water scope includes delivery and return of the MF Trailer to and from jobsite. Pall will provide 7 (seven) days assistance for hookup and start. A detailed scope of supply by Pall is attached, rental proposal dated December 5, 2021.

Furnish trailer mounted membrane filtration system for Delaware Aqueduct Tunnel shutdown

Description	Quantity	Unit	Unit Price	Total
Monthly Rental	9	Each	\$ 40,730.55	\$ 366,575
Hookup and Start Up	1	Lump Sum	\$ 40,000.00	\$ 40,000
Decommissioning	1	Lump Sum	\$ 32,000.00	\$ 32,000
Item Subtotal				\$ 438,575

Total amount for Pall proposal for a 9-month lease, starting on August 1, 2022, is \$438,575. The lease agreement has been reviewed by Town Attorney. Two exceptions to the Standard Clauses for NYC Contractors are noted in the Pall Proposal. HDR recommends the membrane trailer lease between Town and Pall to meet 2022 Delaware Aqueduct shutdown and current Chadwick Lake Filter Plant Resiliency Improvements Construction requirements.

If you have any questions, please feel free to contact me at (914) 993-2037 or Krissy Munoz at (201) 312-8075.

Sincerely,

Henningson, Durham and Richardson Architecture and Engineering, P.C.

Amir Mashhad

Amir Mashhad, PE

Project Manager

CC: Patrick Hines (MHE)

Krissy Munoz (HDR)

Schedule 1

QUOTE FOR:

TRAILER MOUNTED PACKAGED WATER FILTRATION SYSTEM

Date 10/29/2021

Project No. HDR Project No. 10142563

Proposal Pall Water of

(hereinafter called "Vendor") organized and existing under the laws of the State of
New York

To the TOWN OF NEWBURGH (hereinafter called "Owner")

Gentlemen:

The Vendor, in compliance with your invitation for Quotes for:

TRAILER MOUNTED PACKAGED WATER FILTRATION SYSTEM

having examined the plans and specifications with related documents ("Contract Documents") and the site of the proposed work, and being familiar with all of the conditions, hereby proposes to furnish a Trailer Mounted Packaged Water Filtration System in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

PROPOSAL

TOWN OF NEWBURGH

The undersigned Vendor agrees to perform all the work described in the specifications and shown on the Drawings for the total Sum of:

Quote Item Number	Pall Proposal - 1183635-10292021-01 - Rental				
1	Furnish trailer mounted membrane filtration system for testing in conjunction with Chadwick Lake Filter Plant Resiliency Improvements Contract				
	Description	Quantity (a)	Unit	Unit Price, \$ (b)	Total, \$ (a*b)
1A	Monthly Rental	1	----		
1B	Hookup, Startup, Testing (Pre-Demonstration period and Demonstration period)	1	Lump Sum	---	
			Period #1 - Not Required		
1C	Decommissioning	1	Lump Sum	---	
Item 1 Subtotal					
2	Furnish trailer mounted membrane filtration system for Delaware Aqueduct Tunnel shutdown				
	Description	Quantity (a)	Unit	Unit Price, \$ (b)	Total, \$ (a*b)
2A	Monthly Rental	9	Each	40,730.55	366,575.
2B	Hookup and Start Up ¹	1	Lump Sum	40,000.	40,000.
2C	Decommissioning	1	Lump Sum	32,000.	32,000.
Item 2 Subtotal					438,575.
Items 1 and 2 Total in figures, \$:					
Items 1 and 2 Total in words:					

The amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Note 1: Hookup and Start up includes seven (7) day demonstration test and training per Section 3.1 of Pall Proposal - 1183635-10292021-01 - Rental.

State and local sales taxes shall not be included in the Quote. The Town of Newburgh is exempt from payment of State and Compensating Use Taxes of the State of New York.

PROPOSAL

PALL WATER

Name of Vendor

Title

839 NY-13

Address

Cortland, NY 13045

City, State, Zip

(607) 753-6041

Telephone Number

ADDENDA

The Vendor acknowledges the receipt of the following Addenda, but he agrees that he is bound by all Addenda whether or not listed herein:

ADDENDUM NUMBERS AND DATES

Number 1	Dated	_____
Number 2	Dated	_____
Number 3	Dated	_____
Number 4	Dated	_____

Mark Selander
Signature Director of Sales, Americas
Vendor, Title

The following are the first and last names of the Vendor, if an individual, and in the case of a corporation, the names of the president, treasurer and manager, or if a partnership, the names of each general partner.

<u>NAME</u>	<u>ADDRESS</u>
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Signature: Mark Selander

Name and Business Address of Vendor:

PALL WATER

839 NY-13, Cortland, NY 13045

Employer's Identification No.:

11 - 1541330 per attached W-9 form

Dated: OCTOBER 29, 2021

IF THE VENDOR IS A CORPORATION, FILL OUT THE FOLLOWING:

Resolved that Mark Selander

be authorized to sign and submit the Quote or proposal of this corporation for the following project

PACKAGED WATER FILTRATION SYSTEM

and to include in such Quote or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate Vendor shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution

adopted by _____

corporation at a meeting of its Board of Directors held on the

_____ day of _____, 202__.

Secretary

CORPORATION SEAL

Vendor

Dated: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Pall Corporation		
	2 Business name/disregarded entity name, if different from above Pall Water		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 839 State Route 13	Requester's name and address (optional)	
	6 City, state, and ZIP code Cortland, NY 13045		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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1	1	-	1	5	4	1	3	3	0												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Karlene Abaj</i>	Date ▶ <i>11/8/2020</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.