

ANDREW J. ZARUTSKIE, Town Clerk
1496 Route 300
Town of Newburgh, New York 12550
Telephone 845-564-4554

WORKSHOP MEETING AGENDA
Monday, February 27, 2017
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. ZONING CHANGE: Overlook Farms
7. HOTEL MOTEL TAX: Discussion
8. PARKS, RECREATION & CONSERVATION:
 - A. Purchase of Land for Watershed Protection
 - B. Resolution Regarding Dial a Bus
9. HIGHWAY:
 - A. Building Reserve Account
 - B. Budget Transfer
10. ENGINEERING:
 - A. Coronas Lane & Lear Lane: Water Main Extensions --- Discussion of NYCDEC Proposal
 - B. Hudson Valley Chrysler Dodge Jeep Ram: Release of Landscape Security
 - C. Depew Energy: Release of Site Plan Performance Securities
 - D. MS4 Permit Inspection of Outfalls
11. POLICE:
 - A. Education Reimbursement
 - B. Hiring of Police Officer
12. TOWN SUPERVISOR: Hiring of Part Time Clerk
13. DATA PROCESSING:
 - A. Purchase of Computer for Supervisor's Office
 - B. Expenditure from Computer Reserve Account
14. BUILDINGS AND GROUNDS: Replacement Floor in Town Hall
15. CODE COMPLIANCE: Matrix Security Agreement
16. ADJOURNMENT

6
January 12, 2017

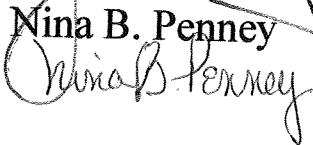
Gil Piaquadi
Town of Newburgh Supervisor
1496 Route 300
Newburgh, NY 12550

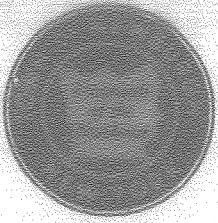
Mr. Supervisor,

We request that the Town of Newburgh Board consider a zone change and/or a map change for our 30 acres located at 5415 Route 9w known as the Overlook Farm Market SBL 9-1-56.21. We request to be included on your agenda for the February 23, 2017 work session.

Thank you,
James Lyons


Nina B. Penney





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

September 28, 2016

Hon. William J. Larkin, Jr., State Senator
State Capital Building
Room 502
Albany, NY 12247

RE: Town of Newburgh; Home Rule Request for An Act to amend the Tax Law in relation to the imposition of a hotel and motel tax in the Town of Newburgh
Legal File No. 800.1(B)(16)(2016)

Dear Senator Larkin:

In accordance with my discussion with your counsel, Bob Nickol, I am writing to request that you authorize the preparation of the proposed language for a bill pertaining to the Town of Newburgh modeled on the bill which the State Assembly and Senate passed for the Town of Woodbury authorizing a hotel and motel occupancy tax and timely introduce/sponsor said bill in the State Senate. Enclosed is a certified copy of resolution adopted by the Town Board of the Town of Newburgh authorizing this request. Should you require my execution of Home Rule Request forms please forward same.

I am forwarding a similar request to Assemblyman Skartados.

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

Very truly yours,

Gilbert J. Piaquadio, Supervisor

GJP/mct
Enclosure

cc: Hon. Frank Skartados, Assemblyman
Town Board Members
Andrew J. Zarutskie, Town Clerk
Mark C. Taylor, Attorney for the Town
Ribert Nickol, Esq. (via e-mail: nickol@nysenate.gov)

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 15th day of August, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
APPROVING HOME RULE REQUEST
FOR AN ACT TO AMEND THE TAX
LAW IN RELATION TO THE
IMPOSITION OF A HOTEL AND MOTEL
TAX IN THE TOWN OF NEWBURGH
AND REQUESTING LEGISLATIVE
ACTION

Councilman Ruggiero presented the following resolution which was seconded by Councilwoman Greene.

WHEREAS, the New York State Legislature recently passed legislation amending the Tax Law to authorize the Town of Woodbury in the County of Orange to adopt local laws in relation to the imposition of a tax on non-resident persons occupying hotel and motel rooms in said Town; and

WHEREAS, the Town Board of the Town of Newburgh wishes to request that the Hon. William J. Larkin, Jr., Senator for the 39TH District, and the Hon. Frank Skartados, Assemblyman for the 104TH District introduce and sponsor legislation which would authorize and empower the Town of Newburgh to adopt and amend local laws imposing a tax on non-resident persons occupying hotel and motel rooms in the Town of Newburgh; and

WHEREAS, Home Rule Requests must be submitted before action can be taken on such Special Law.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Newburgh hereby requests the Hon. William J. Larkin, Jr., Senator for the 39TH District and the Hon. Frank Skartados, Assemblyman for the 104TH District to introduce such special law in the New York State Senate and the New York State Assembly respectively; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Newburgh hereby approves Home Rule Requests to each body for enactment of such Act to amend the Tax Law in relation to the imposition of a hotel and motel tax in the Town of Newburgh; and

BE IT FURTHER RESOLVED, that the Supervisor and the Town Clerk of the Town of Newburgh 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

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

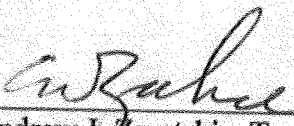
<u>Elizabeth J. Greene, Councilman</u>	<u>voting</u>	<u>AYE</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>	<u>AYE</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>	<u>AYE</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>	<u>AYE</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>	<u>AYE</u>

The resolution was thereupon declared duly adopted.

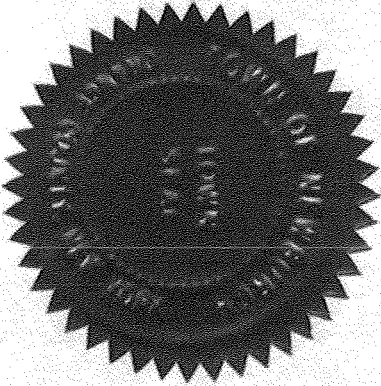
STATE OF NEW YORK)
COUNTY OF ORANGE) SS:
TOWN OF NEWBURGH)

I, Andrew J. Zarutskie, Town Clerk of the Town of Newburgh, DO HEREBY CERTIFY that I have compared the foregoing Resolution, duly adopted by the Town Board of the Town of Newburgh on the 15th day of August, 2016, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said Resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my name and the seal of said Town on this twenty-eighth day of September, 2016.



Andrew J. Zarutskie, Town Clerk



Dear Gil

Please find enclosed an article on the ill effects of implementing yet another tax on Hotel rooms. My first hand experience as a Hotel owner and former chairman of the Montgomery County Bed tax committee is that you can only milk a cow so much until you kill it. The traveler is already paying sales tax of 8.125 % an occupancy tax of 5% for a total of 13.125 % In addition these customers are patronizing many other local business. They are certainly contributing more then their fair share. To impose another tax on these visitors will drive many of them away to other areas. Many of our Hotel guests are stopping just for accommodations, food and gasoline. If the taxes are exorbitant they can simply alter their plans and stay elsewhere. This added tax will also put the Hotels in Woodbury and Newburgh at a competitive disadvantage in the market place .After weathering the recession the Hotel community is finally getting back on their feet and in all likely hood planning to update their facilities to remain competitive. This will certainly not help that cause. It may appear that a additional charge will be passed on to the consumer but in this day and age the consumer is more sophisticated then ever and will look for relief from the Hotel to lower pricing to make up for the additional tax. This is not an opinion but a fact. We live it on a daily basis. It is not fair to the Hotel or the workers whose compensation is directly affected by the profitability of the Hotel. If you have any questions regarding the Hotel occupancy tax please feel free to contact me. The Hotel industry in Woodbury and Newburgh is an important part of the community and must be treated fairly for the better of all.

Sincerely Yours

Martin Milano

From: MM92NY@aol.com
To: MM92NY@aol.com
Sent: 1/12/2017 12:32:10 P.M. Eastern Standard Time
Subj: Fwd: NY Times Tax Article

Sent from my iPhone

Begin forwarded message:

From: Martin Milano <MM92NY@aol.com>
Date: January 7, 2017 at 7:17:46 AM EST
To: MM92NY@aol.com
Subject: NY Times Tax Article



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-

SUBSCRIBE

JAN 30 2017

The U.S. Travel Association corroborates this observation, saying that many travelers have cited high tourist taxes as a reason to go to less expensive hotels or restaurants, or not to visit certain destinations at all.

Dan Poynter, an author who took a recent trip to New York City to attend BookExpo America, said he had changed his travel habits because of taxes. In 2010, Mr. Poynter said, he stayed for more than a week when he attended BookExpo. But this year, after seeing how high the hotel taxes were, he cut his visit in half.

"I was shocked when I went to check out and saw that they tacked on like \$49 a day in taxes," he said. "I just don't want to spend the money and give it to New York City when they're gouging us." The tax on hotel rooms in New York City is 5.875 percent, plus \$2 per room for the bed tax, plus 8.875 percent in combined city and state sales tax. In Mr. Poynter's case, his hotel room last year cost \$313 a night plus a \$27.78 sales tax, \$18.39 in city taxes, a \$2 occupancy tax and a \$1.50 Jacob K. Javits Convention Center tax.

New York City's taxes on visitors, in fact, ranked second in the nation in a study published last year by the Global Business Travel Association. The highest taxes in the association's list of 50 destinations were levied by Chicago. There, the combination of hotel room, rental car and restaurant taxes in the city center are estimated to cost travelers an average of \$38.75 a day.

By contrast, visitors to Fort Lauderdale, Fla., would pay an average of \$21.22 in daily taxes if they stayed in the city center.

The bed tax, the largest component of the total taxes borne by visitors, is usually used to finance the development or expansion of convention centers and to market the destination. Doug Ducate, president and chief executive of the Center for Exhibition Industry research, says a convention center is typically a municipality's largest expenditure. Cities issue bonds to pay for construction of new convention centers or expansions of existing centers, and the bed taxes help pay the cost of the bonds.

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Chamber was left out of hotel tax meeting

By JAMES ORMSBEE
Recorder News Staff

The advisory committee that watches over the distribution of the county's hotel-occupancy tax met last week to reorganize for 1992.



BELLAVANCE

But one agency that spearheads the promotion of tourism in Montgomery County was not invited.

The Hotel/Motel Tax Advisory Board held an in-house meeting for committee members to reorganize and prepare for 1992, but neither the Montgomery County Chamber of Commerce nor the media were notified of the meeting.

The advisory board, created by the Montgomery County Board of Supervisors, oversees the collection and disbursement of an occupancy tax. Montgomery County imposed the 1 percent tax on rooms last year.

The local law also requires that occupancy-tax revenues be earmarked for tourism-related purposes.

At least three members of the seven-member committee appointed by the Board of Supervisors must represent the hotel industry, according to the local law.

Please see CHAMBER, Page 10

Chamber

Continued from Page 1

Chamber of Commerce President Robert E. Bellavance said he had asked that the advisory board meet with the chamber to exchange some ideas.

Bellavance said he was confused to learn later that the advisory board had met and no one had informed the Chamber of Commerce of such. The chamber implements many of the recommendations of the advisory board.

Martin Milano, chairman of the advisory board, said the recent meeting was separate from Bellavance's request and was intended to be an informal reorganizational meeting for board members.

"What we wanted to do was organize ourselves so when we do meet with others we have our own house in order," Milano said. "We hope to work closely with the chamber. We're glad to have input from anybody that cares to contribute."

The advisory board has not made any recommendations to the Board

of Supervisors about where the money should be distributed, Milano said. The advisory board's next meeting will probably be sometime in the second week of February, he said.

Montgomery County collected \$18,650 in occupancy tax revenues in 1991, according to the county treasurer's office. The county is anticipating \$20,000 will be collected in 1992.

Last September, the supervisors voted to forward up to \$15,000 in occupancy tax revenue to the chamber of commerce with a stipulation that the money be put toward the New York State Tourism Matching Funds program for 1991-92. Any funds that exceed the \$15,000 should carry over into the 1992-93 allocation for the tourism grant.

The chamber had a successful year promoting Montgomery County, according to Bellavance. Inquiries about the county increased from 3,900 in 1990 to about 17,000 in 1992, he said.

Around 1991 Montgomery County New York began charging a 1% occupancy tax on occupied hotel rooms. These funds were earmarked to promote local tourism. At the inception of this program I was appointed the chairman of occupancy tax committee and our mission was to allocate these funds to increase tourism in the county which would benefit the county and also the businesses (Hotels) which were collecting the tax. For the next 25 years I developed and operated Hotels and restaurants in NY. I am very familiar with the effect the implementation of the tax has on the customer and the Hotels that collect it. While at face value it appears the tax is a win win situation and the cost will be passed on to the consumer it is just not that simple. In Woodbury there is a misconception that the Hotels are always running at full capacity and that the visitors to Woodbury Commons will stay in Woodbury regardless of what the cost is. This is simply not true. Many of the people attending Woodbury Commons are day trippers. Most people shop and go home the same day. If the cost becomes exorbitant those that do normally stay have the option of going home or staying in any of the surrounding villages or counties which have lower tax rates. At 13.125 % the current tax rate is considered high and at the top of the range. There are studies conducted by Hospitality research companies that report bed taxes that are too high have an ultimate negative effect on the revenue the municipalities take in. When consumers decide to go home, stay elsewhere or with friends the 8.125 sales tax and current 5% occupancy tax is lost along with any additional expenditures the local restaurants and gas stations would receive. Being an out door facility Woodbury commons is greatly effected by the seasonal weather. The same people that claim the Hotels are always full should take a ride through the Hotel parking lots in the winter months and they will be surprised. In addition a considerable amount of Hotel patrons who are traveling the NYS Thruway are just looking for a place to stay and have no intention of going to a shopping mall. These may be winter or summer vacationers as well as business people. I still have not figured out how I am going to tell them the tax rate in this rural area is over 18 % and get them to stay. Considering the Hotels pay a considerable amount of real estate tax, collect sales tax revenue and collect an additional 5% occupancy tax how is it ethical to further burden them by making their cost of good and services 5% more then areas just miles away ? It is not fair. In addition to these considerations the Hotels face the following challenges.

With the strength in the US dollar many over seas travelers from Japan, China and the United Kingdom are not coming to the US. Many US travelers are going over seas to take advantage of the strong dollar and are not traveling locally. Studies indicate that this is not a passing fad but could be a long term trend. Hotels are also faced with Airbnb which is a real factor and reducing revenue in increasing amounts every year. In the best interest of the county, town and the Hotels that employ a considerable amount of workers do not kill the goose that lays the golden eggs but rather protect it at all costs.

Sincerely Yours

Martin Milano President Hampton Inn Woodbury

Pike County PA 9%

Ulster County 10 %

Rockland County 11.38%

Dutchess County 12.13%

Newburgh 13.125 %

Mahwah NJ 15 %

Woodbury 13.125 % + increase TBD 18.125 %

The New York Times

BUSINESS DAY | ITINERARIES

The Steep Price of Visiting

By MARTHA C. WHITE JUNE 6, 2011

As if high fuel prices and rising hotel rates were not enough to splash cold water on travel plans, consider the variety of taxes and fees that cities are levying on visitors.

In the last two years, cities including Boston, Baltimore and San Jose, Calif., have passed tax increases on hotel rooms, restaurant meals or parking garage rates. And major business travel destinations like San Diego and Atlanta are considering higher taxes. Last month, Gov. Nathan Deal of Georgia signed legislation permitting Atlanta to raise its hotel room tax by one percentage point and San Diego's mayor, Jerry Sanders, proposed increases of one to three percentage points — based on the hotel's proximity to the city's convention center — to help pay for an expansion of the center.

For financially troubled municipalities, these tax proceeds help fill depleted coffers, and taxing visitors rather than local voters can be politically advantageous. The most common way to tax visitors is via a special tax, in addition to the ordinary sales tax, on hotel rooms. For travelers, this "bed tax" can add significantly to the cost of lodging, especially for long stays or visits to cities with high hotel rates. In some cases, the tax burden — on top of high airfares

and room rates — is significant enough that some travelers are even altering their plans, cutting their stay short or seeking out cheaper properties.

“The hotel tax is so visible, they see how these taxes are hitting the bottom line of their hotel bill, and that becomes, in many regards, what sticks in people’s minds,” said Deborah Sexton, president and chief executive of the Professional Convention Management Association, a trade association for people who plan large conventions and trade shows. “All those dollars add up. In the end, it’s going to mean fewer people attending or people staying for a shorter period of time.”

The U.S. Travel Association corroborates this observation, saying that many travelers have cited high tourist taxes as a reason to go to less expensive hotels or restaurants, or not to visit certain destinations at all.

Dan Poynter, an author who took a recent trip to New York City to attend BookExpo America, said he had changed his travel habits because of taxes. In 2010, Mr. Poynter said, he stayed for more than a week when he attended BookExpo, But this year, after seeing how high the hotel taxes were, he cut his visit in half.

“I was shocked when I went to check out and saw that they tacked on like \$49 a day in taxes,” he said. “I just don’t want to spend the money and give it to New York City when they’re gouging us.” The tax on hotel rooms in New York City is 5.875 percent, plus \$2 per room for the bed tax, plus 8.875 percent in combined city and state sales tax. In Mr. Poynter’s case, his hotel room last year cost \$313 a night plus a \$27.78 sales tax, \$18.39 in city taxes, a \$2 occupancy tax and a \$1.50 Jacob K. Javits Convention Center tax.

New York City’s taxes on visitors, in fact, ranked second in the nation in a study published last year by the Global Business Travel Association. The highest taxes in the association’s list of 50 destinations were levied by Chicago. There, the combination of hotel room, rental car and restaurant taxes in the city center are estimated to cost travelers an average of \$38.75 a day.

By contrast, visitors to Fort Lauderdale, Fla., would pay an average of \$21.22 in daily taxes if they stayed in the city center.

The bed tax, the largest component of the total taxes borne by visitors, is usually used to finance the development or expansion of convention centers and to market the destination. Doug Ducate, president and chief executive of the Center for Exhibition Industry research, says a convention center is typically a municipality's largest expenditure. Cities issue bonds to pay for construction of new convention centers or expansions of existing centers, and the bed taxes help pay the cost of the bonds.

In 2009, when the recession cut into business travel and convention bookings slowed markedly, travel tax receipts around the country also plummeted. Even Las Vegas, a city that has weathered previous recessions relatively well, struggled. The Las Vegas Convention and Visitors Authority, which markets the city and operates the Las Vegas Convention Center, earns 80 percent of its revenue from bed taxes, its president and chief executive, Rossi Ralenkotter, said.

"We saw a decline not only in our visitor counts, but our convention counts as well as the average daily rate," he said. "Our budget declined \$67 million over two fiscal years," he added, even with a recent countywide hotel tax increase, because that money was earmarked for other purposes.

In recent months, the tide has been turning. Mr. Ralenkotter said the average daily room rate rebounded by 10 percent in the first quarter of this year, and visitor numbers had increased as well.

Even if Las Vegas could have raised its hotel tax to make up the difference, it might not have wanted to. Higher hotel taxes can have drawbacks for cities. Raising taxes too high can make a destination less attractive, especially for large event bookings or price-wary groups. For this reason, cities are sometimes cautious in escalating taxes on out-

of-towners. San Francisco contemplated raising its 15.5 percent hotel tax by an additional two percentage points last year, but rejected the measure after vociferous criticism from local businesses.

High taxes on airfares, combined with fuel surcharges, have created another burden for travelers, especially those taking trans-Atlantic flights, Robert Mann, an airline industry consultant, said. In fact, passengers who seek lower prices by flying multiple carriers may wind up paying more in taxes than those who book through a single carrier, Mr. Mann said, because taxes and fees are generally levied at the point of origination. Two one-way tickets means two originations, which could potentially mean two sets of additional charges.

Some American travelers near the Canadian border even drive to airports in Canada to find some relief from high taxes. "I think there are some folks who fly through Toronto, for example," Mr. Mann said. "It can sometimes be less expensive than some of the U.S.-imposed taxes, especially for international journeys."

A version of this article appears in print on June 7, 2011, on Page B5 of the New York edition with the headline: The Steep Price of Visiting.

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A new tax could have a big impact on hotel demand in Georgia, just as the local lodging industry posts record performance.

As part of the new transportation funding bill that now awaits Gov. Nathan Deal's signature, a \$5-per-night statewide hotel-motel tax would be imposed on every customer, beginning on July 1. The tax is among several funding mechanisms outlined in House Bill 170, which aims to raise nearly \$900 million a year in new revenue for highway, bridge and transit improvements across Georgia.

MARKET	PROPERTY TYPE	2014 ACCOMMODATED DEMAND	ESTIMATED LOST DEMAND RELATED TO \$5 FEE	ESTIMATED LOST ROOM REVENUE
Atlanta	Upper Priced	10,490,521	(479,022)	(\$61,880,123)
	Lower Priced	12,836,112	(418,548)	(\$25,673,739)
Savannah	Upper Priced	1,328,129	(11,286)	(\$1,671,329)
	Lower Priced	2,463,802	(204,308)	(\$15,590,921)
TOTALS		27,118,564	(1,113,165)	(\$104,816,112)

SOURCE: PKF HOSPITALITY RESEARCH LLC

Enlarge

SOURCE: PKF HOSPITALITY RESEARCH LLC & STR INC.

The statewide hotel/motel tax could generate nearly \$200 million in annual revenue if it had no impact on the demand for the state's more than 177,000 hotel rooms, according to a new study from PKF Hospitality Research.

"However, history reveals that consumers do react negatively to an increase in price (particularly when the price increase is not accompanied by an enhancement to the product received) and some level of demand is likely to be lost," says the study. "This lost demand brings with it a reduction in other spending (food, beverage, retail, tourist attractions, car rentals, etc.) as well as forgone general sales and use taxes."

PKF estimates that as a result of the new tax roughly 1.1 million room nights could be lost each year in Atlanta and Savannah — two markets that make up about 60 percent of the state's hotel inventory and together filled more than 27 million hotel room nights in 2014. That could result in lost annual revenue exceeding \$100 million in those two markets.

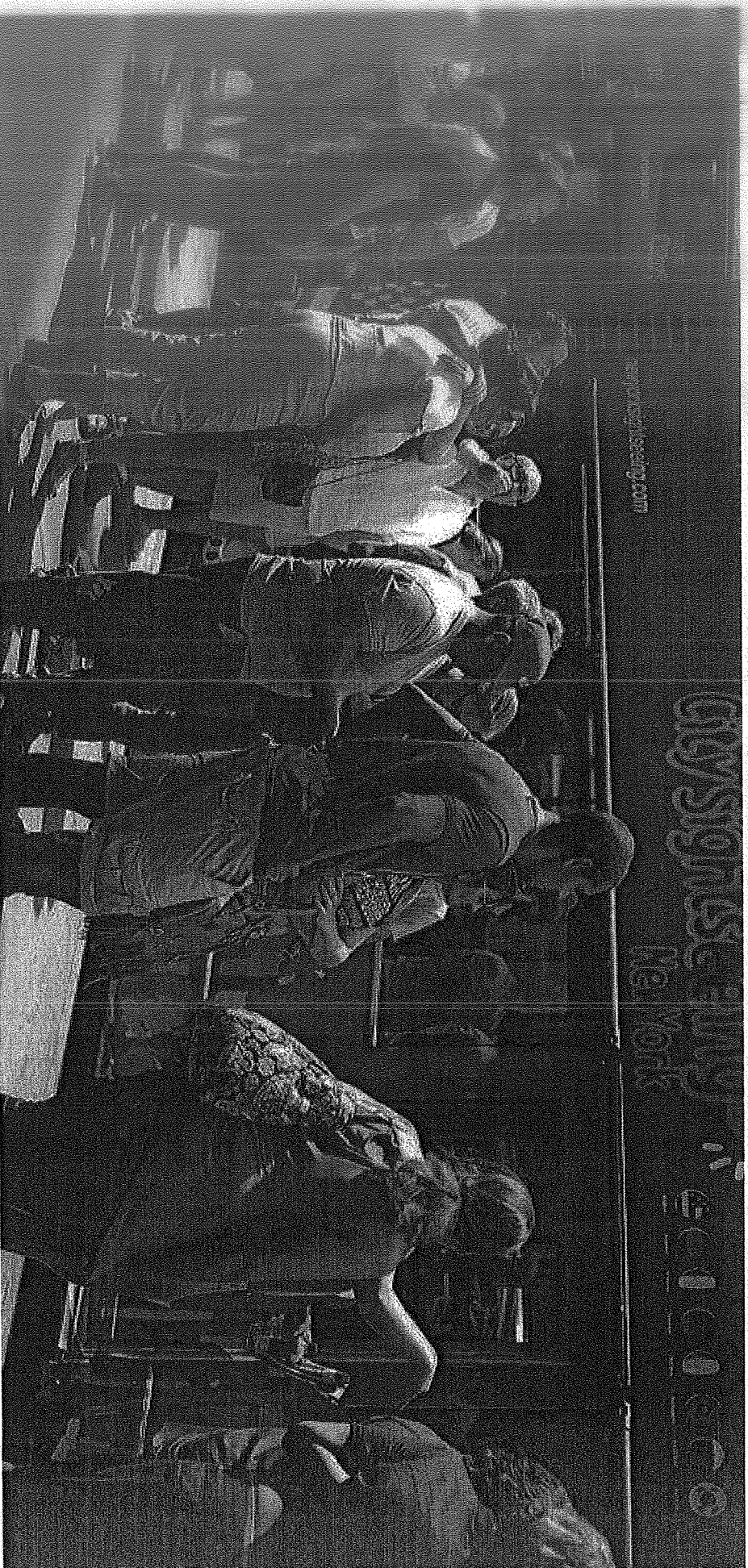
MARKETPLACE

ECONOMY

How the strong dollar is hurting American tourism

By Mark Garrison

January 05, 2016 | 2:34 PM



Tourists line up to board a sightseeing bus in New York City. - Jewel Samad/Getty Images

The dollar is strong, which is great news for Americans headed abroad and tough luck for foreign visitors coming to the States. It's also bad for the U.S. tourism industry. Jobs and money are on the line, for businesses large and small that depend on foreigners choosing America as a destination and spending big when they arrive.

International visitors tend to stay longer and spend more than American tourists, meaning they have outsized impact on the U.S. tourism economy. The realities of exchange rates mean the industry has to do things differently.

A strong dollar whacks the U.S. tour industry in two phases. First, people who are already here tighten up, like Grant Mason, visiting New York from Newcastle, England with his family. Their money did a lot more when they visited a few years ago.

prevent people from choosing America as a destination in the first place.

Global travelers tend to book far ahead, often locking in prices ahead of time with package deals. Few will cancel a planned trip just because their currency gets weaker. But those who are currently making plans for next year may be swayed away from America, to a place with a more favorable exchange rate.

Those two decisions, where to go and how much to spend there, drive the strategies of tourism boosters.

AS CEO OF NYC & Company — the city's official tourism marketer — Fred Dixon spends every day working to make sure the answers are "New York" and "lots." In 2014, visitors spent \$41 billion in New York. A chunk of that direct spending goes into the pockets of workers at hotels, restaurants and attractions. They multiply tourism's impact when they spend their earnings.

"They're going to buy groceries. They're going to get their hair cut, supporting jobs outside of tourism," Dixon said.

Of 56.5 million visitors to New York last year, about 1 in 5 came from abroad. But those foreign visitors accounted for about half of direct spending, so travel pros watch exchange rates closely. Dixon says the strength of the dollar is a pretty good predictor of visitation.

The city aims to be hedge its bets by appealing to a wide variety of countries. New York has benefited from a much more diverse mix of international visitors than a decade ago. China, Brazil and Australia have exploded, adding to business from stalwart countries like Canada and the U.K.

One would expect that a strong dollar and improved American economy would bring more American travelers to New York. But it's a different challenge when the dollar rises, because that makes other countries cheaper for Americans. Dixon and his team have to convince them to choose New York over Paris or London. Key weapons are new cultural attractions and fashion.

"New York as a shopping trip, New York as your once a year check-in, got to get my new wardrobe for the spring season, is a message that resonates really strongly, particularly in the South and in the Southwest," Dixon said. "Arts and culture and retail will be two areas that we will focus on."

The impact of the strong dollar is felt at every level of the economy of a major tourist destination like New York. Longtime tour guide Larry Love leads tours on the iconic double-decker buses run by Gray Line City Sightseeing New York. Asked what his favorite part of the job is before a recent run through Times Square and downtown, he went straight for the sale, with no shame.

"When the people give me a lot of money in this bag right here," he said, shaking a paper bag marked "TIPS" that sits unmissably just inside the bus entrance. "This is what I like the most."

There are recordings onboard in ten other languages. But those who speak English are in for Love's salty mix of history, insider tips and loads of wisecracks. Frequent targets of his barbs are hot dog vendors and taxi drivers.

He plays up the New York accent and attitude and the tourists eat it up. It's like a movie version of a New Yorker is right in front of them. Nearly all the riders leave a few dollars in the bag as they hop off.

The tour company says the unusually warm fall was great for business. But lately, Love has noticed the mix of passengers change a bit, with fewer riders from parts of Europe and Asia. But he can't change exchange rates. All he can do is put on his best show and hope people come.



HOTEL ASSOCIATION
OF NEW YORK CITY, INC.

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AIRBNB'S \$2 BILLION NEGATIVE IMPACT ON LODGING INDUSTRY AND NYC ECONOMY

October 30, 2015

Airbnb's operations had a negative impact of \$2.1 billion on the lodging industry and the broader economy of New York City over the course of the last year, according to a report released today by the Hotel Association of New York City, an industry trade group that represents more than 270 of the city's hotels.

The report titled "Airbnb and Impacts on the New York City Lodging Market and Economy" presents a wide range of New York City lodging industry impacts that exist due to the existence of the Airbnb lodging alternatives present in the market. It examined the direct impact of lost lodging revenue to the hotel industry over one year, which it estimates at more than \$450 million over that time. It also looked at the impacts of Airbnb as it relates to ancillary departments of a hotel (food, beverage, etc.), projected losses to the construction sector, indirect and induced economic impacts on wages and lost jobs, and lost tax revenue.

The report concluded that over 2,800 jobs are directly lost due to a lack of ability to service Airbnb demand, stating: "Hotels are labor-intensive operations that generate significant employment opportunities for a community. By removing demand from the market, and the

need to service those rooms, so too are jobs removed from the market that would handle the operations of those rooms.”

The study estimates Airbnb costs more than \$226 million annually in lost tax revenues for local, state and federal governments.

In total, the analysis found that the overall impact of Airbnb's operations in New York City is estimated to be \$2.1 billion over the twelve-month period from September 2014 through August 2015. “With the Airbnb revenue staged to potentially double in size, we only expect these impacts to grow proportionately and become a more significant and important factor in the competitive landscape of the New York City lodging market,” the report states.

“This study not only confirms that Airbnb's operations in New York City have a negative impact on the hotel industry, but it also details the tremendous disruptive reach Airbnb has on the broader city economy and our communities,” said Vijay Dandapani, chairman, Hotel Association of New York City.

The report was conducted by HVS Consulting & Valuation, a leading hospitality consulting firm, and was commissioned by the Hotel Association.

A 2010 state law prohibits the short-term rental (less than 30 days) of apartments in New York City when the host is not present.

[Click here to download “Airbnb and Impacts on the New York City Lodging Market and Economy” by HVS Consulting & Valuation](#)

HOTEL ASSOCIATION OF
NEW YORK CITY, INC. ABOUT

MEMBERS

RESOURCES

OTHER

Reply Reply All Forward

Fwd: need copy

MM92NY@aol.com

To: Donna Caldwell

Monday, February 27, 2017 10:06 AM

From: MM92NY@aol.com
To: mary.desimone@hilton.com
CC: weddingown@aol.com
Sent: 2/27/2017 8:03:28 A.M. Eastern Standard Time
Subj: need copy





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

February 21, 2017

VIA FACSIMILE (291-2499) AND FIRST CLASS MAIL

John McCarey, CCD, Director
Orange County Real Property Tax Service
124 Main Street
1887 Building – First Floor
Goshen, NY 12553

Re: Parcel SBL 2-2-6 in the Town of Newburgh

Dear Mr. McCarey:

Please let this letter serve as the Town of Newburgh's expression of interest in acquiring the above referenced tax parcel in the Town of Newburgh from Orange County.

The parcel has been identified as a "primary protection area" for the Chadwick Lake Reservoir watershed. I am therefore writing to you regarding the Town's potential purchase of the property from the County. Subject to the Town Board's approval and the necessary approval procedures, which will include a public hearing and public interest finding, the Town will be in a position to pay the \$15,000 price our Assessor has advised is the minimum the County requires. Please contact me as soon as possible to advise whether this acceptable so that I may put the matter before the Town Board.

Thank you for your consideration.

Sincerely,

Gilbert J. Piaquadio, Supervisor

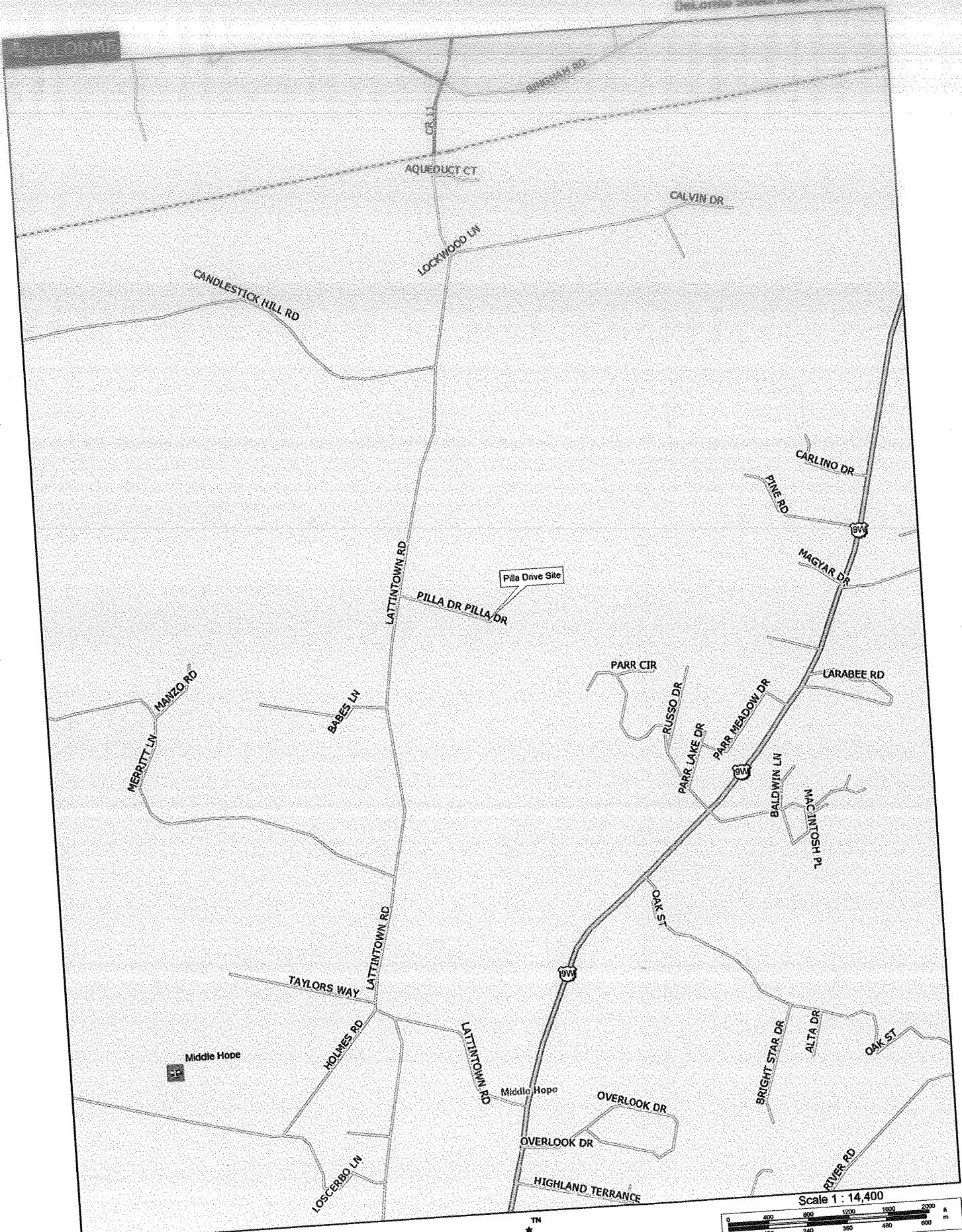
GJP/

cc: Steven M. Neuhaus, County Executive
Town Board Members
Town Assessor
Town Engineer
Attorney for the Town

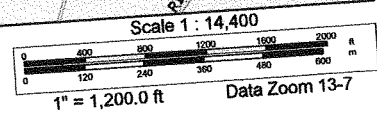
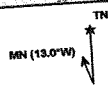
APPROVED
DATE OF TOWN BOARD ACTION:
VOTE OF TOWN BOARD: 5-0

FEB 27 2017

ANDREW J. ZARUTSKIE, TOWN CLERK



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www.delorme.com



Data Zoom 13-7

APPROVED

RESOLUTION OF TOWN BOARD ACTION:

FEB 27 2017

VOTE OF TOWN BOARD: 9-0

Andrew J. Zarzycki
ANDREW J. ZARZYCKIE, TOWN CLERK

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 ____ day of February, 2017 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth Greene, Councilwoman
- Paul Ruggiero, Councilman
- James Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF SERVICE AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE FOR 2013 FORD E-450 PHOENIX CUTAWAY BUS AND 2013 FORD E-350 METROLITE CUTAWAY BUS

Councilman\Councilwoman _____ presented the following resolution which was seconded by Councilman\Councilwoman _____.

WHEREAS, the County of Orange has forwarded a proposed Service Agreement for the dial a bus service ((the "Agreement")); and

WHEREAS, the Town Board has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement between the County and Town for the lease of two buses by the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that the execution and delivery of the Agreement between the County of Orange and the Town of Newburgh by the Town of Newburgh Supervisor is hereby authorized; and

BE IT FURTHER RESOLVED, that the Supervisor and other officers and employees of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement; 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:

Elizabeth Greene, Councilwoman voting _____

Paul Ruggiero, Councilman voting _____

James Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on February _____, 2017 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh

updated 8B



Brenda Milkovich <bmilkovich@townofnewburgh.org>

FW: Dial A Bus lease and service agreement

4 messages

Mark Taylor <MTaylor@riderweiner.com>

Fri, Feb 24, 2017 at 10:07 AM

To: "bmilkovich@townofnewburgh.org" <bmilkovich@townofnewburgh.org>

From: Donna [mailto:recreation@townofnewburgh.org]
Sent: Friday, February 24, 2017 10:25 AM
To: Mark Taylor <MTaylor@riderweiner.com>
Cc: 'Robert Petrillo' <commissioner@townofnewburgh.org>
Subject: FW: Dial A Bus lease and service agreement

Mark,

I am leaving a copy of the DAB service agreement in the Clerk's office with Brenda.

Thanks,

Donna Burgess

Town of Newburgh Recreation Dept

311 Rte. 32, Newburgh, NY 12550

Tel: 845-564-7815

From: Robert Petrillo [mailto:commissioner@townofnewburgh.org]
Sent: Thursday, February 23, 2017 4:33 PM
To: Donna Burgess
Subject: Fwd: Dial A Bus lease and service agreement

Can you get this info to me please. Coffee is on me ☺

Sent from my iPhone

Begin forwarded message:

From: Mark Taylor <MTaylor@riderweiner.com>
Date: February 23, 2017 at 4:09:56 PM EST
To: "'commissioner@townofnewburgh.org'" <commissioner@townofnewburgh.org>
Cc: 'Gil Piaquadio' <supervisor@townofnewburgh.org>
Subject: Dial A Bus lease and service agreement

Rob,

Mr. Grimm asked Andy for a new resolution on the above but did not leave any of the documentation with Andy. Can you get it over for the Board. I can prepare the resolution, but the Board and I need to see the documents.

Thanks,

Mark

Fri, Feb 24, 2017 at 1:09 PM

Brenda Milkovich <bmilkovich@townofnewburgh.org>
To: Mark Taylor <MTaylor@riderweiner.com>, Kristen Campbell <KCampbell@riderweiner.com>
Cc: Andy Zarutskie <town-clerk@townofnewburgh.org>
Bcc: Brenda Milkovich <bmilkovich@townofnewburgh.org>

Mark,

I will put a "hard" copy of the contract in your mail box also.

Brenda
[Quoted text hidden]

 **Dial-A-Bus Service Contract.pdf**
4114K

Fri, Feb 24, 2017 at 1:54 PM

Mark Taylor <MTaylor@riderweiner.com>
To: Brenda Milkovich <bmilkovich@townofnewburgh.org>, Kristen Campbell <KCampbell@riderweiner.com>
Cc: Andy Zarutskie <town-clerk@townofnewburgh.org>

OK. Looks like it's only the Bus Operator Service Contract so we'll need to revised the resolution to eliminate the references to the Lease .

From: Brenda Milkovich [mailto:bmilkovich@townofnewburgh.org]
Sent: Friday, February 24, 2017 1:10 PM
To: Mark Taylor <MTaylor@riderweiner.com>; Kristen Campbell <KCampbell@riderweiner.com>
Cc: Andy Zarutskie <town-clerk@townofnewburgh.org>
Subject: Re: FW: Dial A Bus lease and service agreement

[Quoted text hidden]

Kristen Campbell <KCampbell@riderweiner.com>

Mon, Feb 27, 2017 at 9:39 AM

To: Brenda Milkovich <bilkovich@townofnewburgh.org>

Cc: Andy Zarutskie <town-clerk@townofnewburgh.org>, Mark Taylor <MTaylor@riderweiner.com>

Brenda,

Please find attached the revised resolution, which will replace the one we sent to you with the memo on Friday for tonight's meeting.

Kristen Campbell

Legal Assistant

Rider, Weiner & Frankel, P.C.

kcampbell@riderweiner.com

Direct Dial: 845-790-9133

Assistant to:

Mark C. Taylor, Esq.



Mailing Address:

P.O. Box 2280

Newburgh, NY 12550

Office Location:

655 Little Britain Road

New Windsor, NY 12553

845-562-9100 (Main)

845-562-9126 (Fax)

www.riderweiner.com

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From: Mark Taylor

Sent: Friday, February 24, 2017 1:54 PM

To: 'Brenda Milkovich' <bmilkovich@townofnewburgh.org>; Kristen Campbell <KCampbell@riderweiner.com>

Cc: Andy Zarutskie <town-clerk@townofnewburgh.org>

Subject: RE: FW: Dial A Bus lease and service agreement

[Quoted text hidden]



Orange County Service Agreement-Buses.doc
28K

Andrew

**TOWN OF NEWBURGH
FLEET MAINTENANCE
88 GARDNERTOWN ROAD
NEWBURGH, NY 12550
(845) 561-2288 Fax# (845) 561-3975**

APPROVED
DATE OF TOWN BOARD ACTION: FEB 27 2017
VOTE OF TOWN BOARD: 5-0
[Signature]
ANDREW J. ZARUTSKIE, TOWN CLERK

TO: Supervisor Piaquadio and Town Board Members

FROM: James LaColla, Head Mechanic-Fleet Maintenance

DATE: January 20, 2017

RE: Promotion of Mechanic

**CC: Ron Clum, Town Accountant
Charlene Black, Personnel**

At this time I would like to recommend James McGuinness for promotion from Auto Mechanic to Sr. Auto Mechanic Grp 2. Mr. McGuinness has been employed at Fleet Maintenance in his current capacity for almost 5 years. He has routinely performed the duties of Sr. Auto Mechanic since his hiring in an exemplary manner, and has become an important part of our operation. He recently received his NYS Vehicle Inspectors License for Groups 1 & 2. His ability to perform state inspections on all of our vehicles greatly enhances our ability to provide the fleet with timely service. This also qualifies him for the Sr. Auto Mechanic Grp. 2 title.

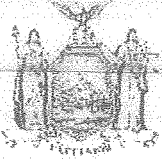
I sincerely hope that you will act favorably on this request as the promotion is well deserved. If you have any questions or concerns regarding this matter please contact me. Thank You.

STARTING DATE: MARCH 2, 2017

Salary Per

CSEA

Contract



STATE OF NEW YORK
DEPARTMENT OF MOTOR VEHICLES

Office of Vehicle Safety and Clean Air, 6 Empire State Plaza, Albany, New York 12228

TEMPORARY CERTIFIED INSPECTORS CARD

NAME: MCGUINNESS,JAMES,R

CERT. NO.: 39QD

EXP.DATE: 3/31/2017

GROUPS: 12



NEW INSPECTOR LOG ON INSTRUCTIONS:

In order to use this new card the inspector information must be entered into the NYVIP2 unit by following this procedure:

1. From the Main Menu choose (3) Station/Facility Menu (station manager or inspector with management rights can only access this menu).
2. From the Station Menu choose (3) View/Add Registered Inspectors.
3. Scan new card and enter required fields. A password with at least five digits must be set up at this time.
4. Click Submit to assign inspector to facility.

A Certified Inspector can also be entered online at WWW.NYVIP.ORG with station sign on information and password. Once signed in go to: Stations - Station Manager - Station Users to "Add Inspector."

Questions: Please call OPUS 1-866-623-8378 (1-866-OBD TEST)

DMV Phone Numbers: Technical Services 518-474-5282 (option # 4) Clean Air Office 518-473-0597

Use this temporary Inspectors card to conduct inspections

You must destroy this when your photo card arrives

If you do not receive your permanent card within 45 days, please call 518-474-7998



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, & Town Board Members
FROM: Todd DePew, Highway Superintendent
DATE: February 22, 2017
RE: Transfer Requests

I would like to request the following budget transfers, could you please put this on the agenda for the next meeting:

FROM:		AMOUNT:
5110.412	Street Paving	\$14,000.00
5110.450	Motor Oil	\$47,500.00
5110.497	Maintenance, Contracts/Lease/Rentals	\$4,000.00
5130.451	Vehicle Parts	\$28,500.00
5130.452	Vehicle Repairs	\$44,000.00
5130.497	Maintenance, Contracts/Leases/Rentals	\$8,500.00
5140.466	Drainage	\$6,000.00
5142.413	Sand, Salt, Calcium, Etc	\$2,500.00
	Total	\$155,000.00

All of the above into the Capital Reserve Building Account # 030.0030.0892

If you have any questions please feel free to contact me. Thank you.

TD:ch
cc: R. Clum, Accounting

Added 9

**TOWN OF NEWBURGH
FLEET MAINTENANCE
88 GARDNERTOWN ROAD
NEWBURGH, NY 12550
(845) 561-2288 Fax# (845) 561-3975**

*727
1230*

TO: Supervisor Piaquadio and Town Board Members

FROM: James LaColla, Head Mechanic-Fleet Maintenance

(Signature)

DATE: January 20, 2017

RE: Promotion of Mechanic

**CC: Ron Clum, Town Accountant
Charlene Black, Personnel**

At this time I would like to recommend James McGuinness for promotion from Auto Mechanic to Sr. Auto Mechanic Grp 2. Mr. McGuinness has been employed at Fleet Maintenance in his current capacity for almost 5 years. He has routinely performed the duties of Sr. Auto Mechanic since his hiring in an exemplary manner, and has become an important part of our operation. He recently received his NYS Vehicle Inspectors License for Groups 1 & 2. His ability to perform state inspections on all of our vehicles greatly enhances our ability to provide the fleet with timely service. This also qualifies him for the Sr. Auto Mechanic Grp. 2 title.

I sincerely hope that you will act favorably on this request as the promotion is well deserved. If you have any questions or concerns regarding this matter please contact me. Thank You.

APPROVED

DATE OF TOWN BOARD ACTION: FEB 27 2017

VOTE OF TOWN BOARD: 5-0

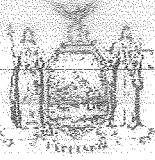
(Signature)

ANDREW J. ZARUTSKIE, TOWN CLERK

Salary Per

CSEA

Contract



STATE OF NEW YORK
DEPARTMENT OF MOTOR VEHICLES

Office of Vehicle Safety and Clean Air, 6 Empire State Plaza, Albany, New York 12228

TEMPORARY CERTIFIED INSPECTORS CARD

NAME: MCGUINNESS, JAMES, R

CERT. NO.: 39QD

EXP. DATE: 3/31/2017

GROUPS: 12



NEW INSPECTOR LOG ON INSTRUCTIONS:

In order to use this new card the inspector information must be entered into the NYVIP2 unit by following this procedure:

1. From the Main Menu choose (3) Station/Facility Menu (station manager or inspector with management rights can only access this menu).
2. From the Station Menu choose (3) View/Add Registered Inspectors.
3. Scan new card and enter required fields. A password with at least five digits must be set up at this time.
4. Click Submit to assign inspector to facility.

A Certified Inspector can also be entered online at WWW.NYVIP.ORG with station sign on information and password. Once signed in go to: Stations - Station Manager - Station Users to "Add Inspector."

Questions: Please call OPUS 1-866-623-8378 (1-866-OBD TEST)
DMV Phone Numbers: Technical Services 518-474-5282 (option # 4) Clean Air Office
518-473-0597

Use this temporary Inspectors card to conduct inspections
You must destroy this when your photo card arrives
If you do not receive your permanent card within 45 days, please call 518-474-7998

10A


TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

APPROVED

DATE OF TOWN BOARD ACTION: FEB 27 2017

VOTE OF TOWN BOARD: 5-0


ANDREW J. ZARUTSKIE, TOWN CLERK

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer
DATE: February 8, 2017
RE: CORANOS LANE & LEARY DRIVE WATER MAIN EXTENSION(S)

The NYSDEC has requested that the Town undertake extending water mains in two locations – Coranos Lane (off Old Little Britain Road) and Leary Drive (off Route 17K). The NYSDEC would then connect homes with private wells contaminated with PFOS to the municipal water supply. DEC would reimburse the Town all costs for the planning, design and construction of these water main extensions.

Because Coranos Lane and Leary Drive are private roads, the project will include getting the necessary easements from the residents.

In general, the Town will need to undertake and complete the following items:

1. Execute Agreement with NYSDEC defining scope of work and reimbursement procedures;
2. Authorize preliminary engineering report identifying work to be completed and estimated costs;
3. Complete 202(b) requirements for Increase to the Facilities of the Water District including SEQRA determination, public hearing and Public Interest Order;
4. Select design engineer authorizing the design of the water main extension, identification of easements, preparation of easement maps and descriptions, submittal to OCDOH for design approval, preparation of bid documents, bid review and construction inspection and administration;

TO: Gil Piaquadio, Town Supervisor & Town Board
RE: CORANOS LANE & LEARY DRIVE WATER MAIN EXTENSION

February 8, 2017
Page 2

5. Negotiate acquisition of all necessary easements and subsequently file easement agreements with County Clerk;
6. Advertise for Bids, award contract and undertake and complete construction.

It should be noted that when the Town undertook a similar project in McCall Place to address well contamination, the process took approximately 1 year to complete construction without the complication of dealing with private roads.

To jumpstart this project, I recommend that we receive a commitment letter from NYSDEC and authorize the surveying work on these roads. Upon authorization from the Town Board, I will solicit the necessary surveying proposal.

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

JWO/id

Attachment

cc: M. Taylor, Attorney
J. Guido, Water Supt.
R. Clum, Accountant

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Remediation & Materials Management, Deputy Commissioner

625 Broadway, 14th Floor, Albany, New York 12233-1010

P: (518) 402-9401 | F: (518) 402-9016

www.dec.ny.gov

FEB 10 '17

February 3, 2017

Supervisor Gil Piaquadio
Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Re: Residential Hookups to Municipal Water Supply
State Funding Commitment

Dear Supervisor Piaquadio:

To confirm our conversation of January 17, 2017, the New York State Department of Environmental Conservation (DEC) will fund public water supply line extensions and home service connections to ensure that the residents of the Little Britain Road/Coranas Lane/Leary Lane neighborhoods (see current list of identified hookups below) in the Town of Newburgh are provided clean water free of contamination from perfluorinated compounds. This is the latest in a series of state actions in response to water quality issues in the Newburgh area associated with the Stewart Air National Guard base site.

As we discussed, the Town will conduct the actual construction work and the DEC will subsequently reimburse the Town. The Town is agreeable to entering into a funding agreement with the DEC that will define the terms for our reimbursing the Town for their costs for designing and installing the public water line extensions and service connections.

Our respective legal teams have already been in contact to begin developing the funding agreement. Technical staff from DEC will be reaching out to the Town engineering department to discuss work scope and schedule in more detail.

I very much appreciate your efforts and your willingness to work cooperatively with the DEC and NYS Department of Health.



Department of
Environmental
Conservation

10B

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

APPROVED

DATE OF TOWN BOARD ACTION: FEB 27 2017

VOTE OF TOWN BOARD: 5-0
[Signature]
ANDREW J. ZARUTSKIE, TOWN CLERK

MEMORANDUM

TO: Andrew Zarutskie, Town Clerk
FROM: James W. Osborne, Town Engineer
DATE: September 11, 2015
RE: PB \ HUDSON VALLEY CHRYSLER DODGE JEEP RAM

JWO

Attached for filing is the original Performance and Maintenance Bond:

- Performance and Maintenance Bond No. 62505676 in the amount of \$ 16,208.00 dated August 26, 2015 from Western Surety Company for Landscaping for Hudson Valley Automotive Enterprises, LLC dba H.V. Chrysler Dodge Jeep Ram.

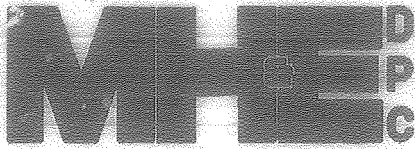
This is to be held by the Town Clerk's Office until the Town Board draws on it or releases it.

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

JWO/id

Attachment

cc: G. Canfield, Code Comp. Supervisor
J. Ewasutyn, P.B. Chairman
P. Hines, MH&E
M. TAYLOR, ATTORNEY



Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

10B

(845) 567-3100
fax: (845) 567-3232
e-mail: mheny@mhepc.com

Principal Emeritus:
RICHARD D. MCGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
MATTHEW J. SICKLER, P.E. (NY & PA)
PATRICK J. HINES

11 November 2016

ATTENTION: PATRICK HINES

SUBJECT: HUDSON VALLEY CHRYSLER DODGE JEEP RAM, TOWN OF NEWBURGH

Dear Pat,

The undersigned conducted a field investigation of the above mentioned project on Route 17K in the Town of Newburgh on 11 November 2016. The landscaping appears to be installed as proposed on the approved site plans.

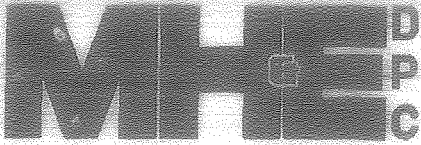
Please feel free to contact the undersigned should you have any questions, comments or require any additional information regarding this matter.

Very Truly Yours,

**McGoey, Hauser & Edsall
Consulting Engineers, D.P.C.**

Shawn Arnott, E.I.T.
Staff Engineer

*Bond
LOC
Cash*



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
MATTHEW J. SICKLER, P.E. (NY & PA)
PATRICK J. HINES

Could not find anything under "Depew Energy"

Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

(845) 567-3100
fax: (845) 567-3232
e-mail: mheny@mhepc.com

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

APPROVED

24 January 2017

DATE OF TOWN BOARD ACTION:

Spoke to Karen: 568-0072
FEB. 27 2017
2:15

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

VOTE OF TOWN BOARD: 5-0

[Signature]
ANDREW J. ZARNTSKIE, TOWN CLERK

ATTENTION:

JAMES OSBORNE, TOWN ENGINEER

SUBJECT:

DEPEW ENERGY- SECTION 45, BLOCK 5, LOTS 41.2 & 42
REQUEST FOR BOND RELEASE

Dear Mr. Osborne:

The Planning Board Chair has forwarded this office a request from Paul Depew of Depew Energy at 5182 Route 9W, Newburgh, NY. Mr. Depew is requesting the release of the bond securing improvements from a 2005 amended site plan. Mr. Depew identifies the bond as #69949379.

A review of this office's files does not reveal a 2005 amended site plan. Our files identify a 2014 site plan which added an additional propane tank and a substantial amount of paving on the site. Building additions were added to the site for office and storage. More recently an amended site plan was approved which allowed the placement of an asphalt seal coating tank to the rear of the northerly most building. All recent improvements required by the 2014 and 2016 amended site plans have been complete.

Based on the above this office takes no exception to the release of the 2005 era bond identified by Mr. Depew. Apparently Depew Energy has been paying the premium on the bond since August of 2005. Please feel free to contact the undersigned should you have any questions, comments or regarding any additional information regarding this matter.

Very Truly Yours,

[Signature]
Patrick J. Hines
Principal

Cc: Gerald Canfield, Code Enforcement Supervisor
John P. Ewasutyn, Planning Board Chairman

PJH/kbw i:\town of newburgh pb\2017 correspondence\1-24-17 osborne-depew oil.doc
• Regional Office • 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • 570-296-2765 •

Please complete the information below, sign and return to Surety Company:

Surety Company and Address

Western Surety Company
 101 S. Reid Street, Ste. 300
 P.O. Box 5077
 Sioux Falls, SD 57117-5077
 Fax 605-335-0357
 Phone 800-331-6053

Date Mailed: 02/14/2017

Original Contract Price: \$20,000.00
 Bond Number: 69949379
 Effective Date: 08/05/2016
 Underwriter: Office: SF

Contractor's Name and Address

Depew Oil Co Inc
 5182 Route 9w
 Newburgh, NY 12550

Obligee or Contact

Town of Newburgh
 Engineering Dept.
 1496 Rte. 300
 Newburgh, NY 12550

Description of Contract

Site Improvement-Work To Bring Premises Into Compliance With Local Zoning Regulations at 5182 Rte. 9w

1. If contract is completed, please state:

Date of Completion	Date of Acceptance	Final Contract Price

2. If contract is uncompleted, please state:

Anticipated completion date: _____

Approximate % or dollar amount of contract completed or delivered: _____

3. Do you know of any unpaid bills for labor or material? Yes No

4. Additional Comments:

Without prejudicing your right or affecting our liability under our bond(s) described above, we would appreciate as much of the above information as is now available.

It is understood that the information contained herein is furnished as a matter of courtesy for the confidential use of the surety and is merely an expression of opinion. It is also agreed that in furnishing this information, no guaranty or warranty of accuracy or correctness is made and no responsibility is assumed as a result of reliance by the surety, whether such information is furnished by the owner or by an architect or engineer as the agent of the owner.

Name	Title Phone	Date

100

TOWN OF NEWBURGH
TOWN ENGINEER
MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board

APPROVED

FROM: James W. Osborne, Town Engineer

DATE OF TOWN BOARD ACTION:

FEB 27 2017

DATE: February 3, 2017

VOTE OF TOWN BOARD: 5-0

RE: MS4 PERMIT COMPLIANCE

Andrew J. Zarutskie
ANDREW J. ZARUTSKIE, TOWN CLERK

On 31 January 2017, Todd DePew – Highway Superintendent and I met with Patrick Hines – MH&E to discuss compliance issues associated with the Town’s MS4 permit. Specifically, we discussed the need to conduct an inspection of our outfalls to determine if there is any evidence of illicit discharge. These outfalls are supposed to be inspected every five years (ideally conducting an inspection of 20 percent of the outfalls every year). In addition, Pat Hines pointed out that NYSDEC will in the near future require much more stringent documentation of the inspection results. Lack of documentation will result in a violation.

Based on the above, it is recommended that the inspection be conducted by Highway Department personnel assisted by MH&E field staff. The end result will be the creation of inspection sheets with photo documentation. These inspection reports will be assembled into 5 binders. Each year one of the 5 binders (20 percent) will be targeted for subsequent inspection and the required documentation updated. It is important to recognize that the outfall inspection must be conducted with several days of dry weather prior to the inspection.

MH&E’s field assistance will be charged on an hourly basis (see prior rate sheets) with an estimated time to complete of approximately 40 hours – 60 hours. Estimated fee for this work is approximately \$5,000, funds are available in the Highway Budget to cover these costs.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id

cc: T. DePew, Hwy. Supt.
P. Hines, MH&E

14



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550


Donald B. Campbell
Chief of Police

(845) 564-1100

February 10, 2017

To: Town Board

From: Chief Donald B. Campbell

APPROVED
DATE OF TOWN BOARD ACTION: FEB 27 2017
VOTE OF TOWN BOARD:

ANDREW J. ZARUTSKIE, TOWN CLERK

Subject: Education Reimbursement for Officer McKenna

Officer Shawn McKenna recently took and successfully completed a course in Computer Literacy at SUNY Orange (see attached). He is seeking reimbursement pursuant to Article VIII Section IV of the PBA contract for the course tuition in the amount of \$729.50. I recommend that the Board approve the reimbursement.

Sincerely;



Donald B. Campbell
Chief of Police

January 27, 2017

Chief Campbell,

Enclosed are the bill and my grade for the computer class I attended the Fall 2016 semester at SUNY Orange. I apologize for the delay. I had to wait for the school to open after the holidays, and then find time to get the information. I hope this is what you needed.

PO Shawn G McKenna #20



Bursar Office, 115 South Street, Middletown NY, 10940, (845) 341-4830

Student Invoice

Mr Shawn G. McKenna
 10 Christie Rd
 Newburgh, NY 12550

Date: 01/11/2017
 Student ID: A00026879
 Term: Fall 2016
 Due Date: January 11, 2017

Charges	Payments / Credits	Anticipated Financial Aid	Current Balance
\$729.50	\$729.50	\$0.00	\$0.00

Important Messages
 ALL STUDENTS ARE REQUIRED TO PAY A \$50.00 TUITION DEPOSIT UPON REGISTRATION TO AVOID COURSE SCHEDULE DELETION. TO MAKE AN ON-LINE PAYMENT VISIT OUR WEBSITE AT WWW.SUNYORANGE.EDU/BURSAR. **SEE REVERSE SIDE FOR IMPORTANT INFORMATION**.

CHARGES		PAYMENTS / CREDITS	
Academic Support Fee	45.00	Commitment Deposit Cash Pmt	50.00
Activity Fee	19.50	Web CC Payment - Thank You	679.50
Cultural Affairs Fee	7.00		
Insurance	2.00		
Parking and Transportation Fee	15.00		
Readmission Application Fee	20.00		
Technology Fee	42.00		
Tuition Non-Resident	.00		
Tuition Part-Time	579.00		
Charges Total:	\$729.50	Payments / Credits Total:	\$729.50

Due Date: January 11, 2017
 If mailing payment, include this stub and send payment to:
Orange County Community College
Bursar Office
115 South Street
Middletown, NY 10940

Term: Fall 2016
Amount Due: \$0.00 **Amount Enclosed:** \$ _____
Student ID: A00026879
Student Name: Mr Shawn G. McKenna



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Andrew

TOWN BOARD

845-564-4554
Fax 845-566-1432

To: Town Board

From: Charlene M Black, Personnel

Date: February 23, 2017

Re: Part time Clerk For Supervisor's Office

APPROVED

DATE OF TOWN BOARD ACTION: FEB 27 2017

VOTE OF TOWN BOARD: 5-0

ajz
ANDREW J. ZARUTSKIE, TOWN CLERK

Please find attached a letter and employee request form from Supervisor Piaquadio, requesting to hire Melisa Clarke-Dawson as a part time clerk for his department. Pending your approval, Ms. Clarke-Dawson would need to complete paperwork, physical drug /alcohol testing and fingerprints. Anticipated start date would be on or after March 2, 2017 and starting salary is \$12.00 per hour. If you would like to see her application, it is available in my office. Thank you in advance.

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Melisa CLARKE - Dewson

DEPARTMENT: Supervisor

TITLE OF POSITION: CLERIC

FULL TIME OR PART TIME: PART TIME


HOURLY RATE: 12 ⁵⁰/₁₀₀

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-1220-0100

PROPOSED HIRE DATE: MARCH 2nd 2017

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


DEPARTMENT HEAD SIGNATURE

2-24-17
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

13A+B

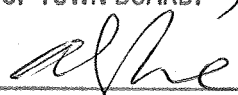
Data Processing February 27th 2017 Workshop Agenda

1. Purchase of one (1) Dell Optiplex 3040 computer from Dell Inc. this computer will be used in the Supervisors Office for a cost not to exceed \$ 650.00
2. Motion to expend up to \$ 650.00 from the Computer Reserve account # 001-878

APPROVED

DATE OF TOWN BOARD ACTION: FEB 27 2017

VOTE OF TOWN BOARD: 5-0

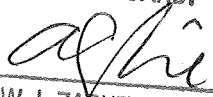


ANDREW J. ZARUTSKIE, TOWN CLERK

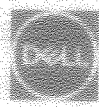
APPROVED

DATE OF TOWN BOARD ACTION: FEB 27 2017

VOTE OF TOWN BOARD: 5-0



ANDREW J. ZARUTSKIE, TOWN CLERK



View/Print Cart

Print Page

E-quote Number: 3000010011133

E-quote Name	E-Quote Description
Saved By:	Phone Number:
Saved On: Thursday, February 23, 2017	Purchasing Agent:
Expires On:	Notes/Comments:
	Additional Comments:

Description



OptiPlex 3040 Small Form Factor - Great value and in-stock for fast shipping

Date & Time: February 23, 2017 8:35 AM CST

SYSTEM COMPONENTS

OptiPlex 3040 Small Form Factor - Great value and in-stock for fast shipping

Qty 1

OptiPlex 3040 SFF

Unit Price \$602.64

Estimated Delivery:

1/1/0001 12:00:00 AM-2/28/2017 12:00:00 AM

Catalog Number:

26 S10703040SFFUSR

Module	Description	Show Details
Processor	Intel® Core™ i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)	
Operating System	Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)	
Microsoft Application Software	Microsoft Office 30 Day Trial	
Memory	8GB (1x8GB) 1600MHz DDR3L Memory	
Hard Drive	3.5 inch 500GB 7200rpm Hard Disk Drive	
Video Card	Intel® Integrated Graphics	
Removable Media Storage Device	8x DVD+/-RW 9.5mm Optical Disk Drive	
Optical Software	No optical drive Software	
Operating System Media	Windows 10 OS Recovery 64bit - DVD	
Keyboard	Dell KB216 Wired Keyboard English Black	
Mouse	Dell MS116 Wired Mouse Black	
Dell Threat Protection and Endpoint Security Suite	No Dell Data Protection Endpoint Security Suite Software	
Dell Data Security Encryption	No DDPE Encryption Software	
Media Card Reader	No Media Card Reader Selected	

Wireless	No Wireless
Driver	No Wireless
Chassis Options	OptiPlex 3040-SFF with 180W Standard Power Supply (APFC)
Systems Management	No Out-of-Band Systems Management
Non-Microsoft Application Software	OS Recovery
E-Star	No Estar
OptiPlex 3040 SFF	OptiPlex 3040 Small Form Factor BTX
Power Cord	System Power Cord (English)
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)
UPC Label	Print on Demand Label
Packaging	Shipping Material for System, Small Form Factor
Processor Branding	LABEL,INTELL,CI5,6,SML
Transportation from ODM to region	BTS/BTP Shipment
Diagnostic CD / Diskette	No Diagnostic/Recovery CD media
Placemat	No Quick Reference Guide
Hard Drive Software	NO INTEL RESPONSIVE
Label	Reg Label, SFF, MEX,STD
TPM Security	TPM
CompuTrace Offerings + Stoptrack Label	No Computrace
Canada Ship Options	US No Canada Ship Charge
Hardware Support Services	3 Year Hardware Service with Onsite Service After Remote Diagnosis
Cables and Dongles	NO ADAPTER

TOTAL: \$602.64

Total Price

Sub-total	\$602.64
Shipping & Handling	\$0.00
Tax *	\$0.00
Total Price¹	\$602.64

In the event that you are subject to a tax holiday, you will not be charged tax.

329-BBJL	TPM
461-AABF	No Computrace
332-1286	US No Canada Ship Charge
803-8583	3 Year Hardware Service with Onsite Service After Remote Diagnosis
803-8590	
817-BBBC	No External Speaker
470-AAJL	NO ADAPTER
480-AAJX	Monitor not included

Shipping Info

Gil Piaquadio
TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NY 12550-2677
(914) 564-4552

Billing Info

Gil Piaquadio
TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NY 12550-2677

Questions?

To check the status of your order, please visit our [Order Status page](#). For any additional questions, please visit our [Order Support page](#).

Let's connect.



Legal Disclaimer: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

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14

Quotes to Replace Vinyl Floor Tiles at Town Hall Contractors were informed this contract is subject to prevailing wages

Adams Family Floors

Removal of existing vinyl floor
Leveling where necessary \$ 7,975.00

Cove Molding 6" \$ 810.00

Total cost of installation
\$ 8,785.00

BC&N Carpet One

Removal of existing vinyl floor
Leveling where necessary \$ 13,230.00

Cove Molding 6" \$ 1,080.00

Total cost of installation
\$ 14,310.00

This contractor quoted a floor tile
\$ 1.00 higher than the other bid
Based on 1764 square feet
This would make the true cost comparison
Between quotes be \$ 12,547

I am recommending we award the bid to Adams Family Floors for a cost of \$ 8,785.00

APPROVED

FEB 27 2017

DATE OF TOWN BOARD ACTION:

VOTE OF TOWN BOARD: 5-0


ANDREW J. ZARUTSKIE, TOWN CLERK



Gil Piquadio <supervisor@townofnewburgh.org>

Estimate
3 messages

Gil Piquadio <supervisor@townofnewburgh.org>
To: bcncarpstone@yahoo.com

Thu, Feb 23, 2017 at 12:00 PM

Jim

I need your estimate ASAP as it will be on Mondays Agenda

Thank you
Gil

Gil Piquadio,
Town Supervisor
1496 Route 300
Newburgh, NY 12550
Phone (845) 564-4552
Fax (845) 566-9486

Fri, Feb 24, 2017 at 2:10 PM

Christine & Brian McCutcheon <bcncarpstone@yahoo.com>
Reply-To: Christine & Brian McCutcheon <bcncarpstone@yahoo.com>
To: Gil Piquadio <supervisor@townofnewburgh.org>

Hello Gil,

Here is the Estimate you were looking for

1. Rip up and remove existing vct 1660 x \$1.25 = \$2075.00
Provide and install Vivero best strip vinyl wood look LVT
15 year commercial warranty 1764 x \$7.50 = \$13,230.00
Remove and replace Johnsonite cove base 300 lin ft X\$3.05 = 900
Provide matching vinyl reducers for doors \$180
Floor prep and patch for new floor \$1,000
Total with Tax Exemption \$17,385.00

Any questions please feel free to email me back or give me a call.

Thank you,

Brian McCutcheon
Nicole McCutcheon

BC&N Carpet One
179 South Plank Rd

MATRIX

FEB 24 2017

FEBRUARY 23, 2017

APPROVED

DATE OF TOWN BOARD ACTION: FEB 27 2017

VOTE OF TOWN BOARD: 5-0

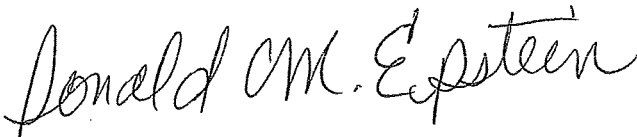


ANDREW J. ZARUTSKIE, TOWN CLERK

Enclosed please find the Paving Security and Indemnification Agreement.

If you have any questions please feel free to contact me.

Regards,



Donald M. Epstein
Executive Vice President/CFO

**PAVING AND IMPROVEMENTS SECURITY
AND INDEMNIFICATION AGREEMENT**

THIS SECURITY AND INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 23rd day of February, 2017, by and between **MATRIX CONSTRUCTION SERVICES, LLC**, a New Jersey limited liability company qualified to do business in New York d/b/a MDG Construction, LLC, having an address at c/o Matrix Realty, Inc., CN 4000, Forsgate Drive, Cranbury, New Jersey 08512 ("Matrix Construction") and the **TOWN OF NEWBURGH**, a municipal subdivision of the State of New York, having its principal place of business at 1496 Route 300, Newburgh, New York 12550 (the "Town"). Matrix Construction and the Town may be referred to in this Agreement individually as a "party" and jointly, as the "parties."

RECITALS

WHEREAS, Matrix Construction is a construction affiliate of Matrix Newburgh I, LLC, a New Jersey limited liability company qualified to do business in New York that has been the principal applicant and developer for the Project described herein (the "Developer"); and

WHEREAS, the Developer has received final site plan approval from the Town Planning Board by resolution dated February 18, 2016 (the "Final Approval Resolution"), allowing it to develop a 565,320-square-foot, multi-tenant warehouse building and associated site work, including, among other things, clearing, grading, drainage, paving, utilities, signage, lighting and landscaping, known as the "Matrix Business Park at Newburgh" (the "Project") on a 71.73-acre parcel of land located on NYS Route 17K and comprised of the tax parcels presently identified on the tax map for the Town of Newburgh as 95-1-4.12, 95-1-54.1, 95-1-69.25 and 95-1-49.12 (the "Site"). The Developer has also received other permits and approvals from the Town (collectively with the Final Approval Resolution, the "Town Approvals"); 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 and its implementing regulations (collectively "SEQRA") adopted a Negative Declaration dated November 19, 2015 and reaffirmed December 17, 2015 for the Project (the "Negative Declaration"); and

WHEREAS, the Developer intends to construct the Project in accordance with the plans approved by the Town Planning Board in the Final Approval Resolution (the "Project Plans"). 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, the Developer and the Town entered into a Developer's Agreement, dated April 4, 2016 (the "Developer's Agreement"), for the purpose of defining and specifying the obligations of the Developer and to provide for the performance of said obligations and for enforcement of those obligations by the Town; and

WHEREAS, in accordance with the approvals, the Developer delivered to the Town certain performance securities, among others, for stormwater management measures, which were more specifically defined in Schedule A to the Developer's Agreement (the "Stormwater Management Measures"), and which performance securities included:

(a) \$229,000 in cash delivered to the Town and deposited in a bank account to secure clearing and grading, including grading for the Stormwater Management Measures; and

(b) U.S. Specialty Insurance Company Site Improvement Bond No. 1001034667 dated March 4, 2015 providing additional security for grading and certain Stormwater Management Measures in the amount of \$1,241,000.00 having Dobrinski Brothers, Inc. as Principal, acting as the contractor and agent for the Developer; and

WHEREAS, the Developer provided additional security in the amount of \$51,266 in cash as security for the installation of landscaping and also an agreement to reimburse the Town's costs of inspection for installation of certain improvements required by the Approvals; and

WHEREAS, the Developer's Agreement also required the Developer, upon filing a certificate of completion, to file with the Town one or more maintenance securities in amounts limited by the Developer's Agreement to ensure that landscaping and vegetation related to the stormwater management measures specified in Schedule A of the Developer's Agreement shall survive in good health for a period of two (2) years following the filing of the certificate of completion; and

WHEREAS, the Project requires paving of driveway, parking and loading areas surrounding the warehouse building (the "Paving") and certain other improvements ("Improvements"), which were included in the Project Plans as approved by the Final Approval Resolution; and

WHEREAS, among other things, the Developer has substantially completed the construction authorized under Building Permit No. 16-0468 in accordance with the Town Approvals and Project Plans listed in Exhibit A hereto, including walls, floor, roof, roofing, windows, doors, electricity and heat, and certain interior construction and fit out sufficient to allow a portion of the building to be occupied by Amerisource Bergen Corporation ("ABC"); and

WHEREAS, under Town of Newburgh Code § 185-57.I, an approved site plan must provide adequate traffic access, circulation and parking; and

WHEREAS, under Town of Newburgh Code § 185-50.G.3, before issuing a certificate of occupancy ("CO") for a use on an approved site plan, the Town Building and Code Enforcement Officer, among other things, must certify that completed site construction for which a CO is being issued complies with approved site plans; and

WHEREAS, the Developer has requested that the Town Building and Code Enforcement Officer issue a CO for work completed under Building Permit No. 16-0468, (the "Permit No. 16-0468 CO"); and

WHEREAS, in the fall of 2016 and in January 2017, the Developer completed portions of the required Paving in the areas shown as Paving Area 1 on a map attached hereto as Exhibit B ("Paving Area 1"), but the Town's consulting engineers have informed the Town that some areas of the completed work in Paving Area 1 have exhibited failures; and

WHEREAS, the completion of Paving Area 1 during the winter (January 2017) and the need for correction of work which has already exhibited failure (the "Paving Area 1 Corrective Work") presents engineering and construction challenges that may further affect the durability and condition of Paving Area 1; and

WHEREAS, this Agreement sets forth the terms and conditions by which Matrix Construction shall indemnify the Town with respect to Paving Area 1 for the limited purposes and duration set forth below; and

WHEREAS, the Town has also requested, and Matrix Construction has agreed to provide, a performance guarantee for the Paving Area 1 Corrective Work and the completion of certain Paving and Improvements shown on the Project Plans and Town Approvals to be installed following the issuance of the Permit No. 16-0468 CO; such Paving is shown on Exhibit A hereto as Paving Area 2 ("Paving Area 2") and the estimated costs of such Improvements (the "Secured Improvements") and Paving are shown on Exhibit C hereto; and

WHEREAS, this Agreement sets forth the terms and conditions by which Matrix Construction shall provide the Town with such Security in the amount of \$2,157,000.00, to guarantee the Paving Area 1 Corrective Work, the completion of Paving Area 2 and the Secured Improvements, as set forth below, an amount that is 150% of the accepted cost estimate set forth in Exhibit C as required by Town policy; and

WHEREAS, as a result of the Developer's (a) substantial completion of the construction work authorized under Building Permit No. 16-0468, (b) completion of Paving Area 1, (c) agreement to furnish a performance security for the Paving Area 1 Corrective Work, the completion of Paving Area 2 and the Secured Improvements, and (d) agreement to provide an indemnity for Paving Area 1 as set forth below, the Town Building and Code Enforcement Officer, after reviewing all materials required under Town of Newburgh Code § 185-50 and determining compliance with the requirements for a CO, may certify pursuant to Town of Newburgh Code § 185-50.G that the work authorized by Permit No. 16-0468 and Paving Area 1 has been completed in accordance with the approved site plans, including providing traffic access, circulation and parking in conformity with safety considerations in Town of Newburgh Code § 185-57.I, such that the Permit No. 16-0468 CO can be issued; and

WHEREAS, notwithstanding the issuance of the Permit No. 16-0468 CO, Matrix Construction acknowledges that all improvements depicted on the approved site plans, including items authorized under other building permits, while not all required to be completed prior to the issuance of the Permit No. 16-0468 CO, must be completed in connection with the Project, and their completion may be reviewed in determining compliance with the requirements for future CO's for the project;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RECITALS

The recitals set forth above are incorporated in and made a part of this Agreement.

II. EFFECTIVE DATE

A. This Agreement shall become effective upon its execution by all parties (the "Effective Date").

B. The term of this Agreement as to the Indemnification provided herein for Paving Area 1 (the "Paving Area 1 Indemnification Term"), shall commence on the Effective Date and terminate on the date which is the earlier of: (a) the issuance of the last Certificate of Occupancy for the entire warehouse building, or (b) the one-year anniversary of the Effective Date.

C. The term of this Agreement as to the Performance Security provided herein for corrective work to Paving Area 1, Paving Area 2 and the Secured Improvements (the "Performance Security Term"), shall commence on the Effective Date and terminate upon the issuance of a certification of completion for Paving Area 1, Paving Area 2 and the Secured Improvements, to be made and signed by the Town Engineer certifying that Paving Areas 1 and 2 and the Secured Improvements have been satisfactorily completed.

III. PERFORMANCE SECURITY FOR PAVING AREA 1 CORRECTIVE WORK, PAVING AREA 2 AND IMPROVEMENTS

A. Performance Security. As security to guarantee the performance of the Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements as required by the Town Approvals and shown on the Project Plans, Matrix Construction hereby agrees to provide the Town with the performance security in the amount of \$2,157,000.00 in the form of either a cash post or performance bond, any such performance bond being subject to the Town Attorney's approval as to form, sufficiency, amount and surety (the "Performance Security"). The Applicant shall provide the Performance Security to the Town within seven (7) days after the execution of this Agreement by all parties.

B. Deposit Account Requirements. In the event Matrix Construction provides a cash post, the Performance Security shall be deposited by the Town in a segregated, interest-bearing escrow account in a bank licensed to conduct business in the State of New York. The funds shall be held in the name of the Town and controlled by the Town. The account shall be used as a depository for the Performance Security. The Performance Security shall not be withdrawn from the account except as provided in this Agreement. Regardless of the form of the Performance

Security, the Performance Security shall be used by the Town only in accordance with this Agreement.

C. Conditions for Drawing Upon Security. The Town hereby represents and covenants it will only draw against the Performance Security and use it to pay for the costs to complete the Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements if the following occurs: (i) Matrix Construction or one of its affiliates fails to complete the Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements by September 1, 2017; or (ii) Matrix Construction or its affiliates abandon the Project before completion.

D. Event of Default, Cure Period and Use of Security. If Matrix Construction or its affiliate does not fully comply with the terms of this Agreement with respect to the Paving Area 1 Corrective Work and the installation of Paving Area 2 and the Secured Improvements, the Town may perform or cause to be performed all or any part of the Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements described herein. Notwithstanding the foregoing, before drawing against the Performance Security as provided in this Agreement, the Town shall notify Matrix Construction in writing and give Matrix Construction thirty (30) days to cure any failure to complete Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements (each an "Event of Default") or, if such Event of Default cannot be reasonably cured within such thirty (30) day period, to commence the cure within such period and thereafter diligently prosecute same to completion, the longer of which shall be considered the "Cure Period". If an Event of Default has occurred and is continuing beyond the preceding notice and Cure Period, the Town may draw against the Performance Security and use it to pay for the costs of undertaking the Paving Area 1 Corrective Work, Paving Area 2 Paving and/or Secured Improvements, and shall promptly release the surplus, if any, to Matrix Construction or its designee upon completion of the Paving Area 1 Corrective Work, Paving Area 2 Paving and Secured Improvements. Nothing herein shall prevent the Town and Matrix Construction or its affiliate from mutually agreeing to extend the time for performance to complete Paving Area 1 Corrective Work, Paving Area 2 or the Secured Improvements and any Cure Period, provided adequate security is provided. Notwithstanding the foregoing, any such extensions of time shall not exceed two (2) years from the Effective Date. If Matrix Construction or its affiliate has not cured any Event of Default to the satisfaction of the Town in the thirty (30) day period, or such longer period as may be necessary for ongoing, diligent efforts to cure an Event of Default that cannot be reasonably cured within such thirty (30) day period, the Town shall have the right to draw on the Performance Security to complete Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements as provided for in this Agreement. In the event the Town proceeds to complete Paving Area 1 Corrective Work, Paving Area 2 or the Secured Improvements in accordance with the terms of this Agreement, 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 for purposes of completing all or any part of Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements. The amount of reimbursement deemed necessary to cover the cost of completing Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements shall be determined solely by the Town Board of the Town in consultation with the Town Engineer.

E. Field Changes. In the event it becomes necessary to make any material field change or alteration of Paving Area 2 or Secured Improvements specified herein, no change shall be made or attempted until after Matrix Construction or its affiliate obtains approval in writing from the Town Engineer. The burden of applying for and obtaining such approval and of obtaining all of associated approvals, permits and consents shall rest solely upon Matrix Construction and its affiliates.

F. Release of Security. Upon the completion of Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements, Matrix Construction or its affiliate shall notify the Town Engineer and shall submit any and all inspection reports, compaction test results and other data as required to demonstrate that the work has been satisfactorily completed. The Town Engineer shall cause to be inspected Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements. Upon the Town Engineer's determination that all of Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements have been installed in compliance with approved plans, as may be amended, and applicable specifications, codes, rules and regulations, Matrix Construction or its affiliate shall obtain a written certification of completion signed by the Town Engineer and request that the Performance Security be released and returned to Matrix Construction or its designee. At any time during the Performance Security Term, following completion of any portion of the Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements, Matrix Construction or its affiliate may request in writing to the Town a partial reduction in the amount of the Performance Security related to such completed work, which request must include an estimate of any Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements work remaining to be completed. Upon the Town Engineer's inspection of completed work, approval of this request and issuance of a written certification that any Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements have been completed, the Town may release the requested portion of the Performance Security, provided that the total remaining Performance Security shall be 150% of the estimated amount required to complete any remaining Paving Area 1 Corrective Work, Paving Area 2 and the Secured Improvements. The Town agrees to promptly return the Performance Security or any portion thereof to Matrix Construction or its designee and release Matrix Construction and its affiliates from any obligations under this Agreement related to Paving Area 1 Corrective Work, Paving Area 2, and the Secured Improvements, or, in the event of a partial release, the completed portion thereof, upon receiving the Town Engineer's certification.

G. Substitute Performance Security. At any time during the Performance Security Term, Matrix Construction or its affiliate, in its sole discretion, may substitute an alternative form of comparable security, including without limitation, a cash post or performance bond to be posted by Matrix Construction, its affiliate or its contractor for all or a portion of the Performance Security (the "Substitute Performance Security"), subject to the Town Attorney's approval as to the Substitute Performance Security's form, sufficiency, amount and surety, as applicable. The Town agrees to release the portion of the Performance Security thus substituted upon delivery to the Town of the Substitute Performance Security in final, executed form or cash post and approval of the Town Board.

IV. INDEMNIFICATION FOR PAVING AREA 1

For the duration of the Paving Area 1 Indemnification Term defined in Paragraph II.B, above, Matrix Construction shall indemnify the Town, its officers, employees and/or agents, including its engineering consultant, McGoey, Hauser & Edsall Consulting Engineers D.P.C. ("MH&E"), its employees and/or agents and hold them harmless against all liabilities, claims and demands for personal injury or property damage arising out of or caused by Paving Area 1, including any act or omission of the Town, its employees and/or agents, and/or MH&E, its employees and/or agents in determining that the completion of Paving Area 1 met the requirements of the Town of Newburgh Code for issuance of the Permit No. 16-0468 CO.

V. INSURANCE

A. Matrix Construction shall cause the Town and MH&E to be named as additional insureds on the general commercial liability policy(ies) applicable to the Site and to provide a certificate of insurance upon execution of this Agreement to the Town evidencing such coverage during the Paving Area 1 Indemnification Term. Such certificate shall provide that the town shall receive at least twenty (20) days' advance written notice of any cancellation of the policy.

B. Matrix Construction further represents and agrees that it and the Developer understand the effects and fully assume the risks the issuance of the Permit No. 16-0468 CO may have to coverage under any builders' risk policy that has been issued for the construction of warehouse building and Site Improvements to Matrix Construction, Developer or either's contractors.

VI. MISCELLANEOUS

A. 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 stated below:

If to Matrix Construction: Matrix Construction Services, LLC
c/o Matrix Realty
CN 4000
Forsgate Drive
Cranbury, NJ 08512
Attn: Donald Epstein

With a Copy To: Whiteman Osterman & Hanna LLP
One Commerce Plaza, 19th Floor
Albany, NY 12260

Attn: David R. Everett, Esq.

If to the Town: Town of Newburgh
1496 Route 300
Newburgh, NY 12550
Attn: Town Supervisor

With a Copy To: Rider, Weiner & Frankel, P.C.
P.O. Box 2280
Newburgh, NY 12550
Attn: Mark C. Taylor, Esq.

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

McGoey, Hauser & Edsall Consulting Engineers, D.P.C.
33 Airport Center Drive, Suite 202
New Windsor, NY 12553
Attn: Patrick J. Hines

B. Parties in Interest. All of the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and permitted assigns of the parties hereto.

C. Entire Contract. There are and were no verbal or written representations, warranties, understandings, stipulations, agreements, or promises pertaining to the subject matter of this Agreement made by the parties or any agent, employee, or other representative of the parties or by any broker or any other person representing or purporting to represent the parties, not incorporated in writing in this Agreement, and neither this Agreement nor any of the terms, provisions, conditions, representations, or covenants contained in this Agreement can be modified, changed, terminated, amended, superseded, waived, or extended except by an appropriately written instrument specifically referencing this provision duly executed by the parties.

D. 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.

E. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Agreement.

F. 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.

G. Assignment and Assumption. Matrix Construction and its affiliates shall have the right to sell, assign or transfer this Agreement to any private person, firm or corporation acquiring their interest in the Site. Matrix Construction or its affiliates shall provide the Town with 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 Construction and its affiliates of the obligations under this Agreement.

H. No Third Party Beneficiaries. This Agreement is for the sole benefit of Matrix Construction and its affiliates, MH&E, and the Town and their respective legal representatives, successors, heirs and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

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

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

K. 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.

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

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

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

TOWN OF NEWBURGH

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

MATRIX CONSTRUCTION SERVICES, 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 NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2017 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.

STATE OF New Jersey)
)ss.:
COUNTY OF Middlesex)

On the 23rd day of February in the year 2017 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.

[SIGNATURE PAGE TO PAVING AND IMPROVEMENTS SECURITY AND INDEMNIFICATION AGREEMENT]

4827-4635-1680, v. 19



Jennifer A. Torre

EXHIBIT A

MATRIX BUSINESS PARK AT NEWBURGH - Architectural Documents Prepared by Ware Malcomb
Shell Package Submission

Sheet Category	Sheet Number	Sheet Name	Latest Issue Date
Architectural	A0.1	TITLE SHEET	4/7/2016
Architectural	A0.2	GENERAL NOTES	3/11/2016
Architectural	A0.2a	COMCHECK REPORT	4/7/2016
Architectural	A0.3	ACCESSIBILITY DETAILS	3/11/2016
Architectural	A0.4	OVERALL EGRESS FLOOR PLAN	4/15/2016
Architectural	A0.4a	OVERALL EGRESS MEZZANINE FLOOR PLAN	3/11/2016
Architectural	A0.5	OVERALL OCCUPANCY FLOOR PLAN	4/15/2016
Architectural	A0.5a	OVERALL OCCUPANCY MEZZANINE FLOOR PLAN	3/11/2016
Architectural	A1.0	SITE PLAN	4/15/2016
Architectural	A2.1	OVERALL FLOOR PLAN	4/15/2016
Architectural	A2.1a	ENLARGED PARTIAL FLOOR PLAN	4/15/2016
Architectural	A2.1b	ENLARGED PARTIAL FLOOR PLAN	3/11/2016
Architectural	A2.1c	ENLARGED PARTIAL FLOOR PLAN	3/11/2016
Architectural	A2.2	OVERALL MEZZANINE FLOOR PLAN	3/11/2016
Architectural	A2.2a	ENLARGED RETURNS & RECEIVING MEZZANINE FLOOR PLANS	3/11/2016
Architectural	A2.2b	ENLARGED A-FRAME MEZZANINE FLOOR PLAN	3/11/2016
Architectural	A2.3	ENLARGED PIT & UTILITY ROOMS PLANS	4/15/2016
Architectural	A2.4	ENLARGED EMPLOYEE ENTRANCE PLANS & SECTIONS	3/11/2016
Architectural	A2.5	ENLARGED FUTURE OFFICE ENTRANCE PLAN, ELEVATION AND SECTIONS	3/11/2016
Architectural	A3.1	ROOF PLAN	3/11/2016
Architectural	A4.1	EXTERIOR ELEVATIONS	3/11/2016
Architectural	A4.2	EXTERIOR ELEVATIONS	3/11/2016
Architectural	A4.3	EXTERIOR ELEVATIONS	3/11/2016
Architectural	A5.0	BUILDING SECTIONS	3/11/2016
Architectural	A5.1	ENLARGED ELEVATIONS AND WALL SECTIONS	3/11/2016
Architectural	A5.2	ENLARGED ELEVATIONS AND WALL SECTIONS	3/11/2016
Architectural	A5.3	ENLARGED ELEVATIONS AND WALL SECTIONS	3/11/2016
Architectural	A5.4	METAL FINS WALL SECTIONS	3/11/2016
Architectural	A5.5	GLASS FINS WALL SECTIONS	3/11/2016
Architectural	A6.1	ENLARGED STAIR PLANS & SECTIONS	3/11/2016
Architectural	A6.2	ENLARGED STAIR PLAN & SECTIONS	3/11/2016
Architectural	A8.1	DETAILS	3/11/2016
Architectural	A8.2	DETAILS	3/11/2016
Architectural	A8.3	DETAILS	3/11/2016
Architectural	A8.4	DETAILS	3/11/2016
Architectural	A8.5	DETAILS	3/11/2016
Architectural	A8.6	DETAILS	3/11/2016

MATRIX BUSINESS PARK AT NEWBURGH - Structural Engineering Documents Prepared by Harrison Hamnett
Shell Package Submission

Sheet Category	Sheet Number	Sheet Name	Latest Issue Date
Structural	S100	KEY FOUNDATION PLAN	4/15/2016
Structural	S101	PARTIAL FOUNDATION PLAN	3/11/2016
Structural	S102	PARTIAL FOUNDATION PLAN	3/11/2016
Structural	S103	PARTIAL FOUNDATION PLAN	4/15/2016
Structural	S104	SLAB ON GRADE PLAN & DETAILS	4/15/2016
Structural	S200	KEY ROOF FRAMING PLAN	3/11/2016
Structural	S201	PARTIAL ROOF FRAMING PLAN	3/11/2016
Structural	S202	PARTIAL ROOF FRAMING PLAN	3/11/2016
Structural	S203	PARTIAL ROOF FRAMING PLAN	3/11/2016
Structural	S204	METAL DECKING SECUREMENT PLAN	3/11/2016
Structural	S205	MEZZANINE FRAMING PLANS	3/11/2016
Structural	S206	CANOPY FRAMING PLANS & BRACE ELEV.	3/11/2016
Structural	S301	FOUNDATION SECTIONS	3/11/2016
Structural	S302	MEZZANINE SECTIONS	3/11/2016
Structural	S303	ROOF SECTIONS	3/11/2016
Structural	S401	TYP'I DETAILS, GEN. NOTES & SCHEDULES	3/11/2016

Matrix Business Park at Newburgh Mechanical, Electrical, Plumbing & Fire Protection Drawings Prepared by Precip Engineering, Inc.		Shell Set For Permit Dated 03/15/16
Drawing No.	Drawing Name	
M-000	MECHANICAL COVER SHEET	X
M-001	MECHANICAL OVERALL PLAN	X
M-211	MECHANICAL - WAREHOUSE AREA "C" FLOOR PLAN	
M-212	MECHANICAL - WAREHOUSE AREA "D" FLOOR PLAN	
M-213	MECHANICAL - ENLARGED PLANS	
M-221	MECHANICAL - WAREHOUSE AREA "A" MEZZANINE PLAN	
M-222	MECHANICAL - WAREHOUSE AREA "B" MEZZANINE PLAN	
M-223	MECHANICAL - WAREHOUSE AREA "C" MEZZANINE PLAN	
M-224	MECHANICAL - WAREHOUSE AREA "D" MEZZANINE PLAN	
M-231	MECHANICAL - WAREHOUSE AREA "A" ROOF PLAN	X
M-232	MECHANICAL - WAREHOUSE AREA "B" ROOF PLAN	X
M-233	MECHANICAL - WAREHOUSE AREA "C" ROOF PLAN	X
M-234	MECHANICAL - WAREHOUSE AREA "D" ROOF PLAN	X
M-501	MECHANICAL SECTIONS	X
M-611	MECHANICAL - AIR FLOW DIAGRAMS - WAREHOUSE	
M-612	MECHANICAL - AIR FLOW DIAGRAMS - WAREHOUSE	
M-613	MECHANICAL - AIR FLOW DIAGRAMS - OFFICE	
M-614	MECHANICAL - AIRFLOW DIAGRAMS - SHELL FIT OUT	
M-631	MECHANICAL - AUTOMATIC CONTROL DIAGRAMS	
M-632	MECHANICAL - AUTOMATIC CONTROL DIAGRAMS	
M-701	MECHANICAL DETAILS	X
M-702	MECHANICAL DETAILS	
M-801	MECHANICAL SCHEDULES	X
M-802	MECHANICAL SCHEDULES	
P-000	PLUMBING COVER SHEET	X
P-001	PLUMBING DETAIL PLAN	X
P-201	PLUMBING - WAREHOUSE AREA "A" UNDERGROUND PLAN	X
P-202	PLUMBING - WAREHOUSE AREA "B" UNDERGROUND PLAN	X
P-203	PLUMBING - WAREHOUSE AREA "C" UNDERGROUND PLAN	X
P-204	PLUMBING - WAREHOUSE AREA "D" UNDERGROUND PLAN	X
P-205	PLUMBING - OFFICE ENLARGED UNDERGROUND PLAN	X
P-206	PLUMBING - OFFICE, UTILITY, & REMOTE RESTROOM ENLARGED UNDERGROUND PLANS	X
P-211	PLUMBING - WAREHOUSE AREA "A" FLOOR PLAN	
P-212	PLUMBING - WAREHOUSE AREA "B" FLOOR PLAN	
P-213	PLUMBING - WAREHOUSE AREA "C" FLOOR PLAN	
P-214	PLUMBING - WAREHOUSE AREA "D" FLOOR PLAN	
P-205	PLUMBING - OFFICE ENLARGED 1ST FLOOR PLAN	
P-206	PLUMBING - OFFICE, UTILITY, & REMOTE RESTROOM 1ST FLOOR ENLARGED PLANS	
P-231	PLUMBING - WAREHOUSE AREA "A" FLOOR PLAN	
P-232	PLUMBING - WAREHOUSE AREA "B" FLOOR PLAN	
P-233	PLUMBING - WAREHOUSE AREA "C" FLOOR PLAN	
P-234	PLUMBING - WAREHOUSE AREA "D" FLOOR PLAN	
P-511	PLUMBING - ENLARGED PLAN & SECTION - PUMP ROOM	
P-611	PLUMBING - WAREHOUSE - SANITARY RISER DIAGRAM	X
P-612	PLUMBING - WAREHOUSE - STORM WATER RISER DIAGRAM	X
P-613	PLUMBING - WAREHOUSE - DOMESTIC WATER RISER DIAGRAM	
P-614	PLUMBING - WAREHOUSE - NATURAL GAS RISER DIAGRAM	
P-615	PLUMBING - SHELL - NATURAL GAS RISER DIAGRAM	
P-701	PLUMBING DETAILS	X
P-702	PLUMBING DETAILS	
P-703	PLUMBING DETAILS	
P-801	PLUMBING SCHEDULE	X

Matrix Business Park at Newburgh Mechanical, Electrical, Plumbing & Fire Protection Drawings Prepared by Precis Engineering, Inc.		Shell Set For Permit
		Dated
		09/15/16
Drawing No.	Drawing Name	
FP-000	FIRE PROTECTION COVER SHEET	X
FP-001	FIRE PROTECTION DETAIL PLAN	X
FP-002	FIRE PROTECTION NOTES	
FP-201	FIRE PROTECTION - WAREHOUSE AREA "A" UNDERGROUND PLAN	X
FP-202	FIRE PROTECTION - WAREHOUSE AREA "B" UNDERGROUND PLAN	X
FP-203	FIRE PROTECTION - WAREHOUSE AREA "C" UNDERGROUND PLAN	X
FP-204	FIRE PROTECTION - WAREHOUSE AREA "D" UNDERGROUND PLAN	X
FP-211	FIRE PROTECTION - WAREHOUSE AREA OVERALL ZONING 1ST FLOOR PLAN	
FP-212	FIRE PROTECTION - WAREHOUSE AREA "C" & AREA "D" ZONING 1ST FLOOR PLAN	
FP-511	FIRE PROTECTION - ENLARGED PLAN & SECTION - PUMP ROOM	
FP-701	FIRE PROTECTION DETAILS	X
FP-702	FIRE PROTECTION DETAILS	
E-001	ELECTRICAL COVER SHEET	X
E-101	ELECTRICAL SITE GROUNDING PLAN	X
E-102	ELECTRICAL SITE POWER PLAN	X
E-103	ELECTRICAL FAA LIGHTING ROOF PLAN	
E-110	POWER FIRST FLOOR NEW WORK PARTIAL PLAN	
E-111	POWER FIRST FLOOR NEW WORK PARTIAL PLAN	
E-112	POWER FIRST FLOOR NEW WORK PARTIAL PLAN	
E-113	POWER FIRST FLOOR NEW WORK PARTIAL PLAN	
E-120	POWER & LIGHTING ROOF NEW WORK PARTIAL PLAN	
E-121	POWER & LIGHTING ROOF NEW WORK PARTIAL PLAN	
E-122	POWER & LIGHTING ROOF NEW WORK PARTIAL PLAN	
E-123	POWER & LIGHTING ROOF NEW WORK PARTIAL PLAN	
E-210	LIGHTING FIRST FLOOR NEW WORK PARTIAL PLAN	
E-211	LIGHTING FIRST FLOOR NEW WORK PARTIAL PLAN	
E-212	LIGHTING FIRST FLOOR NEW WORK PARTIAL PLAN	
E-213	LIGHTING FIRST FLOOR NEW WORK PARTIAL PLAN	
E-310	SECURITY & FIRE ALARM FIRST FLOOR NEW WORK PARTIAL PLAN	
E-311	SECURITY & FIRE ALARM FIRST FLOOR NEW WORK PARTIAL PLAN	
E-312	SECURITY & FIRE ALARM FIRST FLOOR NEW WORK PARTIAL PLAN	
E-313	SECURITY & FIRE ALARM FIRST FLOOR NEW WORK PARTIAL PLAN	
E-501	ELECTRICAL NEW WORK ENLARGED PLANS	
E-502	ELECTRICAL NEW WORK ENLARGED PLANS	
E-503	ELECTRICAL NEW WORK ENLARGED PLANS	
E-504	ELECTRICAL NEW WORK ENLARGED PLANS	X
E-505	ELECTRICAL NEW WORK ENLARGED PLANS	X
E-511	LIGHTING NEW WORK ENLARGED PLANS	
E-512	LIGHTING NEW WORK ENLARGED PLANS	
E-513	LIGHTING NEW WORK ENLARGED PLANS	
E-514	LIGHTING NEW WORK ENLARGED PLANS	
E-515	LIGHTING NEW WORK ENLARGED PLANS	
E-601	ELECTRICAL SINGLE LINE DIAGRAM	
E-602	ELECTRICAL SINGLE LINE DIAGRAM	
E-602	FIRE ALARM RISER DIAGRAM	
E-701	ELECTRICAL DETAILS	X
E-702	ELECTRICAL DETAILS	
E-801	ELECTRICAL SCHEDULES	
E-802	ELECTRICAL PANEL SCHEDULES	
E-803	ELECTRICAL PANEL SCHEDULES	
E-804	ELECTRICAL PANEL SCHEDULES	
E-805	ELECTRICAL PANEL SCHEDULES	
E-806	ELECTRICAL PANEL SCHEDULES	
E-807	ELECTRICAL PANEL SCHEDULES	

Matrix Business Park at Newburgh

Tenant Improvement Document Package Drawing List
ALL DRAWINGS DATED JULY 13, 2016 ISSUE FOR PERMIT

Architectural - Prepared by Ware Malcomb

Drawing No.	Drawing Name
A1.1	OVERALL FIRST FLOOR EGRESS PLAN
A1.1a	OVERALL MEZZANINE EGRESS PLAN
A1.2	ENLARGED EGRESS PLANS
A1.3a	OVERALL MEZZANINE OCCUPANCY PLAN
A1.4	ENLARGED OCCUPANCY PLANS
A2.0	OVERALL FLOOR PLAN
A2.2	FLAMMABLE STORAGE PLAN AND DETAILS
A6.2	ENLARGED RESTROOM PLANS AND ELEVATIONS
A6.4	DEMISING WALL ELEVATION
A7.1a	DOOR SCHEDULE
A8.1	WALL DETAILS
A8.1a	WALL DETAILS
A8.2	CEILING & MISCELLANEOUS DETAILS
A8.3	MILLWORK DETAILS
A0.1	TITLE SHEET
A0.2	GENERAL NOTES & DETAILS
A0.3	ACCESSIBILITY DETAILS
A1.3	OVERALL FIRST FLOOR OCCUPANCY PLAN
A2.1	ENLARGED FLOOR PLANS
A3.1	POWER & SIGNAL PLANS
A4.1	REFLECTED CEILING PLANS
A5.1	FINISH PLANS
A6.1	ENLARGED RESTROOM PLANS AND ELEVATIONS
A6.3	MILLWORK ELEVATIONS
A6.3a	GLAZING ELEVATIONS
A6.3b	GLAZING ELEVATIONS
A7.1	DOOR SCHEDULE & DETAILS

Structural - Prepared by Harrison Hamnett

Drawing No.	Drawing Name
S-T1	TENANT FITOUT PLANS & DETAILS

Matrix Business Park at Newburgh

Tenant Improvement Document Package Drawing List

ALL DRAWINGS PREPARED BY PRECIS ENGINEERS DATED JULY 13, 2016 ISSUE FOR PERMIT

Mechanical

Drawing No.	Drawing Name
M-000	MECHANICAL COVER SHEET
M-001	MECHANICAL OVERALL PLAN
M-211	MECHANICAL - WAREHOUSE AREA "C" FLOOR PLAN
M-212	MECHANICAL - WAREHOUSE AREA "D" FLOOR PLAN
M-213	MECHANICAL - ENLARGED PLANS
M-221	MECHANICAL - WAREHOUSE AREA "A" MEZZANINE PLAN
M-222	MECHANICAL - WAREHOUSE AREA "B" MEZZANINE PLAN
M-223	MECHANICAL - WAREHOUSE AREA "C" MEZZANINE PLAN
M-224	MECHANICAL - WAREHOUSE AREA "D" MEZZANINE PLAN
M-231	MECHANICAL - WAREHOUSE AREA "C" ROOF PLAN
M-232	MECHANICAL - WAREHOUSE AREA "D" ROOF PLAN
M-501	MECHANICAL SECTIONS
M-611	MECHANICAL - AIR FLOW DIAGRAMS - WAREHOUSE
M-612	MECHANICAL - AIR FLOW DIAGRAMS - WAREHOUSE
M-613	MECHANICAL - AIR FLOW DIAGRAMS - OFFICE
M-614	MECHANICAL - AIRFLOW DIAGRAMS - SHELL FIT OUT
M-631	MECHANICAL - AUTOMATIC CONTROL DIAGRAMS
M-632	MECHANICAL - AUTOMATIC CONTROL DIAGRAMS
M-701	MECHANICAL DETAILS
M-702	MECHANICAL DETAILS
M-801	MECHANICAL SCHEDULES
M-802	MECHANICAL SCHEDULES

Plumbing

Drawing No.	Drawing Name
P-000	PLUMBING COVER SHEET
P-001	PLUMBING DETAIL PLAN
P-211	PLUMBING - WAREHOUSE AREA "A" FLOOR PLAN
P-212	PLUMBING - WAREHOUSE AREA "B" FLOOR PLAN
P-213	PLUMBING - WAREHOUSE AREA "C" FLOOR PLAN
P-214	PLUMBING - WAREHOUSE AREA "D" FLOOR PLAN
P-205	PLUMBING - OFFICE ENLARGED 1ST FLOOR PLAN
P-206	PLUMBING - OFFICE, UTILITY, & REMOTE RESTROOM 1ST FLOOR ENLARGED PLANS
P-231	PLUMBING - WAREHOUSE AREA "A" FLOOR PLAN
P-232	PLUMBING - WAREHOUSE AREA "B" FLOOR PLAN
P-233	PLUMBING - WAREHOUSE AREA "C" FLOOR PLAN
P-234	PLUMBING - WAREHOUSE AREA "D" FLOOR PLAN
P-511	PLUMBING - ENLARGED PLAN & SECTION - PUMP ROOM
P-611	PLUMBING - WAREHOUSE - SANITARY RISER DIAGRAM
P-612	PLUMBING - WAREHOUSE - STORM WATER RISER DIAGRAM
P-613	PLUMBING - WAREHOUSE - DOMESTIC WATER RISER DIAGRAM
P-614	PLUMBING - WAREHOUSE - NATURAL GAS RISER DIAGRAM
P-615	PLUMBING - SHELL - NATURAL GAS RISER DIAGRAM
P-701	PLUMBING DETAILS
P-702	PLUMBING DETAILS
P-703	PLUMBING DETAILS
P-801	PLUMBING SCHEDULE

Matrix Business Park at Newburgh

Tenant Improvement Document Package Drawing List

ALL DRAWINGS PREPARED BY PRECIS ENGINEERS DATED JULY 13, 2016 ISSUE FOR PERMIT

Fire Protection

Drawing No.	Drawing Name
FP-000	FIRE PROTECTION COVER SHEET
FP-001	FIRE PROTECTION DETAIL PLAN
FP-002	FIRE PROTECTION NOTES
FP-211	FIRE PROTECTION - WAREHOUSE AREA OVERALL ZONING 1ST FLOOR PLAN
FP-212	FIRE PROTECTION - WAREHOUSE AREA "C" & AREA "D" ZONING 1ST FLOOR PLAN
FP-511	FIRE PROTECTION - ENLARGED PLAN & SECTION - PUMP ROOM
FP-701	FIRE PROTECTION DETAILS
FP-702	FIRE PROTECTION DETAILS

Electrical

Drawing No.	Drawing Name
E-001	ELECTRICAL COVER SHEET
E-101	ELECTRICAL SITE GROUNDING PLAN
E-102	ELECTRICAL SITE POWER PLAN
E-103	ELECTRICAL FAA LIGHTING ROOF PLAN
E-110	POWER FIRST FLOOR NEW WORK PARTIAL PLAN
E-111	POWER FIRST FLOOR NEW WORK PARTIAL PLAN
E-112	POWER FIRST FLOOR NEW WORK PARTIAL PLAN
E-113	POWER FIRST FLOOR NEW WORK PARTIAL PLAN
E-120	POWER & LIGHTING ROOF NEW WORK PARTIAL PLAN
E-121	POWER & LIGHTING ROOF NEW WORK PARTIAL PLAN
E-122	POWER & LIGHTING ROOF NEW WORK PARTIAL PLAN
E-123	POWER & LIGHTING ROOF NEW WORK PARTIAL PLAN
E-210	LIGHTING FIRST FLOOR NEW WORK PARTIAL PLAN
E-211	LIGHTING FIRST FLOOR NEW WORK PARTIAL PLAN
E-212	LIGHTING FIRST FLOOR NEW WORK PARTIAL PLAN
E-213	LIGHTING FIRST FLOOR NEW WORK PARTIAL PLAN
E-310	SECURITY & FIRE ALARM FIRST FLOOR NEW WORK PARTIAL PLAN
E-311	SECURITY & FIRE ALARM FIRST FLOOR NEW WORK PARTIAL PLAN
E-312	SECURITY & FIRE ALARM FIRST FLOOR NEW WORK PARTIAL PLAN
E-313	SECURITY & FIRE ALARM FIRST FLOOR NEW WORK PARTIAL PLAN
E-501	ELECTRICAL NEW WORK ENLARGED PLANS
E-502	ELECTRICAL NEW WORK ENLARGED PLANS
E-503	ELECTRICAL NEW WORK ENLARGED PLANS
E-504	ELECTRICAL NEW WORK ENLARGED PLANS
E-505	ELECTRICAL NEW WORK ENLARGED PLANS
E-511	LIGHTING NEW WORK ENLARGED PLANS
E-512	LIGHTING NEW WORK ENLARGED PLANS
E-513	LIGHTING NEW WORK ENLARGED PLANS
E-514	LIGHTING NEW WORK ENLARGED PLANS
E-515	LIGHTING NEW WORK ENLARGED PLANS
E-601	ELECTRICAL SINGLE LINE DIAGRAM
E-602	ELECTRICAL SINGLE LINE DIAGRAM
E-603	FIRE ALARM RISER DIAGRAM
E-701	ELECTRICAL DETAILS
E-702	ELECTRICAL DETAILS
E-703	ELECTRICAL DETAILS
E-801	ELECTRICAL SCHEDULES
E-802	ELECTRICAL PANEL SCHEDULES
E-803	ELECTRICAL PANEL SCHEDULES
E-804	ELECTRICAL PANEL SCHEDULES
E-805	ELECTRICAL PANEL SCHEDULES
E-806	ELECTRICAL PANEL SCHEDULES
E-807	ELECTRICAL PANEL SCHEDULES

Matrix Business Park at Newburgh

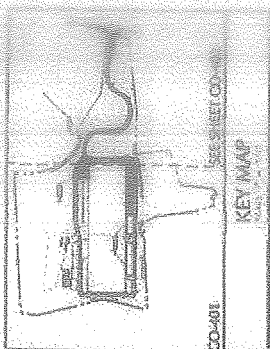
Fire Protection (Sprinkler) Permit Package Drawing List

ALL DRAWINGS PREPARED BY PRECIS ENGINEERS DATED JULY 13, 2016 ISSUE FOR PERMIT

Fire Protection

Drawing No.	Drawing Name
FP-000	FIRE PROTECTION COVER SHEET
FP-001	FIRE PROTECTION DETAIL PLAN
FP-002	FIRE PROTECTION NOTES
FP-211	FIRE PROTECTION - WAREHOUSE AREA OVERALL ZONING 1ST FLOOR PLAN
FP-212	FIRE PROTECTION - WAREHOUSE AREA "C" & AREA "D" ZONING 1ST FLOOR PLAN
FP-511	FIRE PROTECTION - ENLARGED PLAN & SECTION - PUMP ROOM
FP-701	FIRE PROTECTION DETAILS
FP-702	FIRE PROTECTION DETAILS

EXHIBIT B



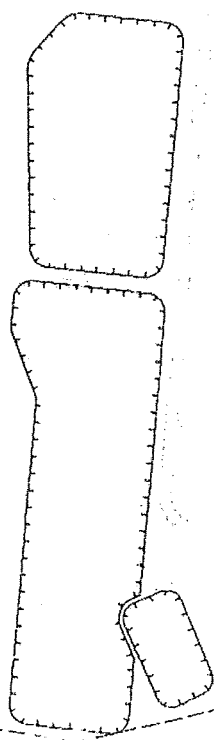
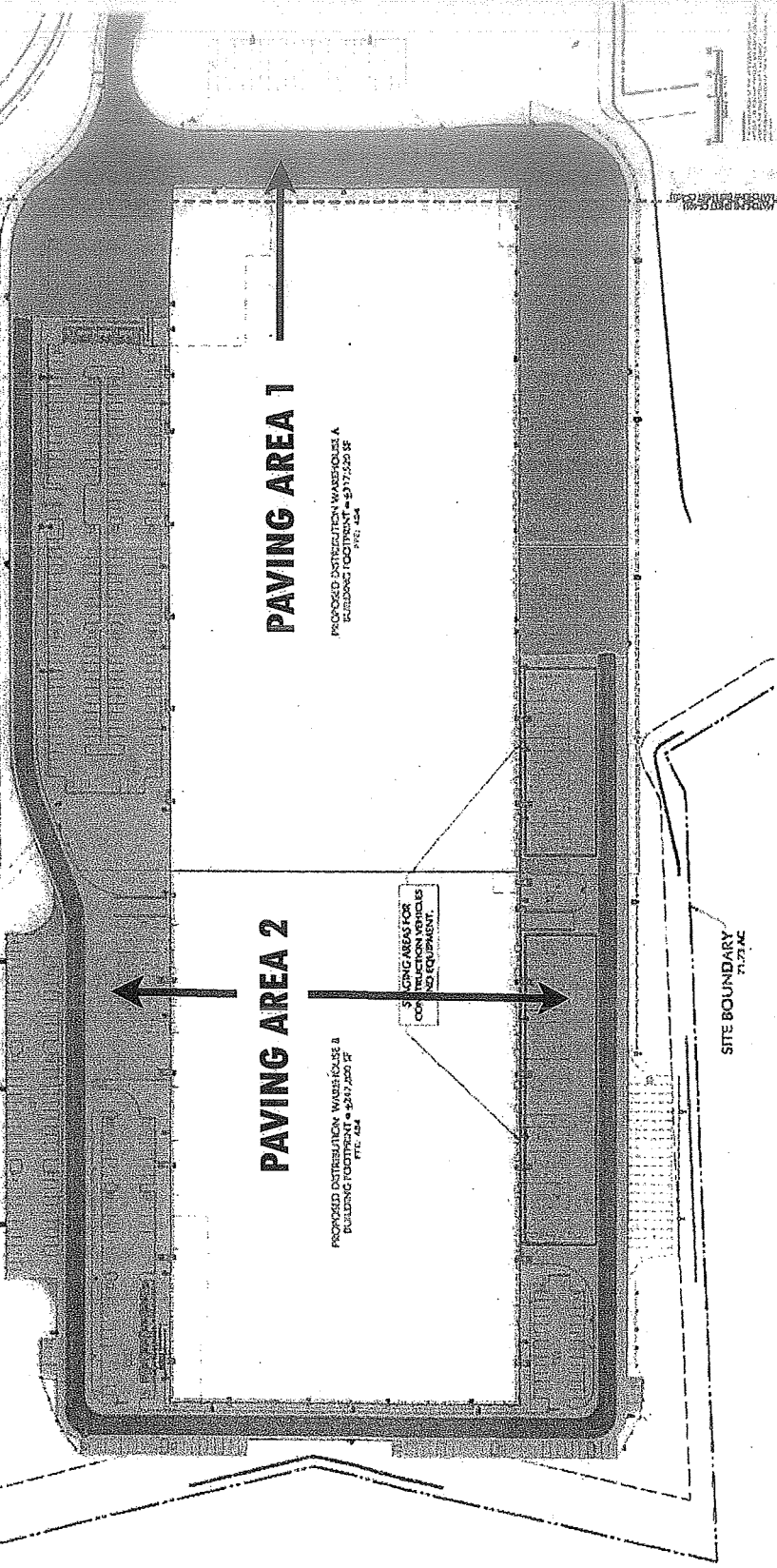
CD-01

SEE DRAWING CS-101 FOR OVERALL SITE INFORMATION

LEGEND

Proposed Paving	Proposed Distribution Warehouse A
Proposed Paving	Proposed Distribution Warehouse B
Proposed Paving	Proposed Distribution Warehouse C
Proposed Paving	Proposed Distribution Warehouse D
Proposed Paving	Proposed Distribution Warehouse E
Proposed Paving	Proposed Distribution Warehouse F
Proposed Paving	Proposed Distribution Warehouse G
Proposed Paving	Proposed Distribution Warehouse H
Proposed Paving	Proposed Distribution Warehouse I
Proposed Paving	Proposed Distribution Warehouse J
Proposed Paving	Proposed Distribution Warehouse K
Proposed Paving	Proposed Distribution Warehouse L
Proposed Paving	Proposed Distribution Warehouse M
Proposed Paving	Proposed Distribution Warehouse N
Proposed Paving	Proposed Distribution Warehouse O
Proposed Paving	Proposed Distribution Warehouse P
Proposed Paving	Proposed Distribution Warehouse Q
Proposed Paving	Proposed Distribution Warehouse R
Proposed Paving	Proposed Distribution Warehouse S
Proposed Paving	Proposed Distribution Warehouse T
Proposed Paving	Proposed Distribution Warehouse U
Proposed Paving	Proposed Distribution Warehouse V
Proposed Paving	Proposed Distribution Warehouse W
Proposed Paving	Proposed Distribution Warehouse X
Proposed Paving	Proposed Distribution Warehouse Y
Proposed Paving	Proposed Distribution Warehouse Z

LANE
MATERIAL BUSINESS UNIT AT NEWBURY
INTERIM PARKING/PAVING PLAN FOR [unclear]
CD-01

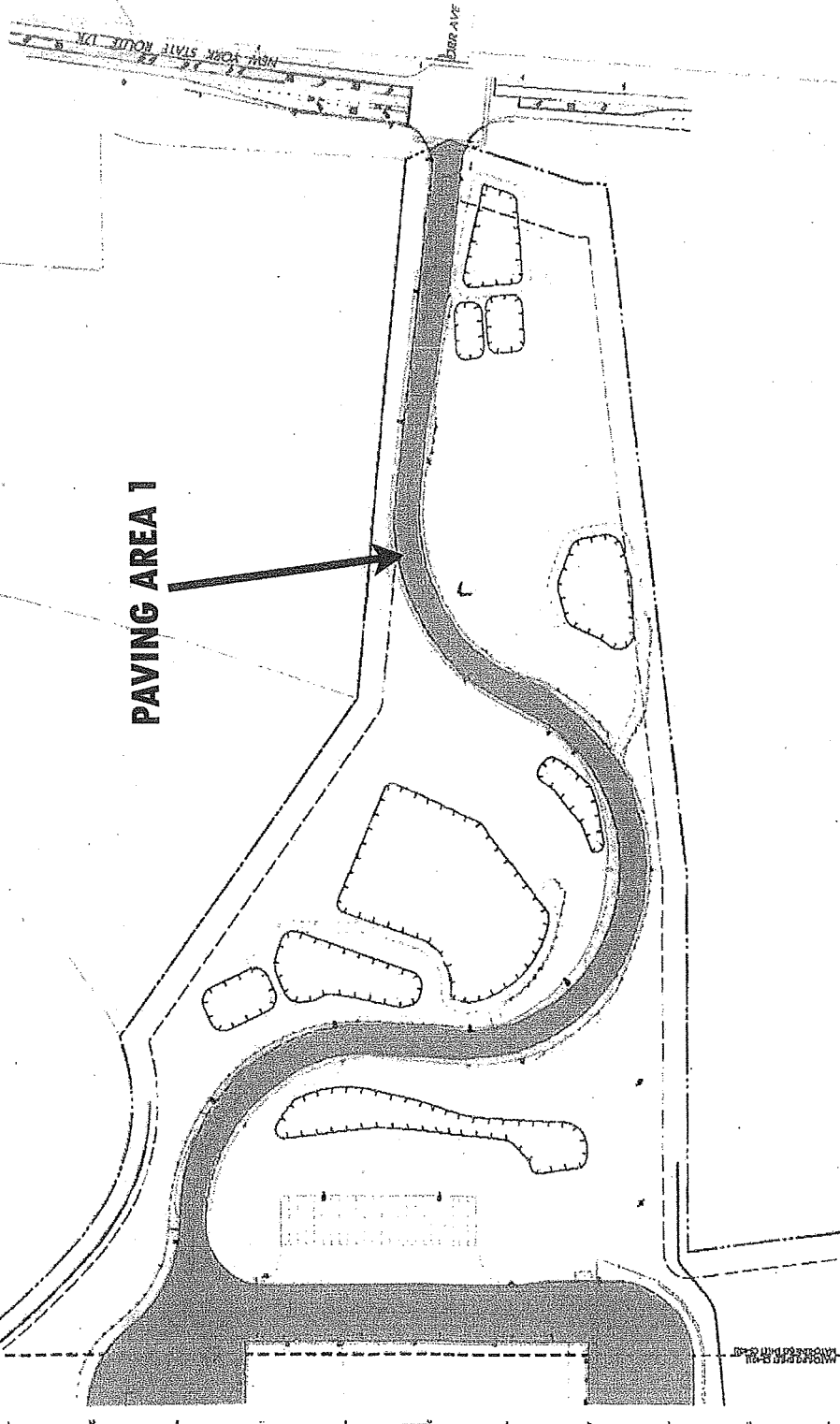


LEGEND

1.0	Proposed Pavement
2.0	Proposed Concrete
3.0	Proposed Asphalt
4.0	Proposed Gravel
5.0	Proposed Sand
6.0	Proposed Stone
7.0	Proposed Earth
8.0	Proposed Slope
9.0	Proposed Erosion Control
10.0	Proposed Utility
11.0	Proposed Structure
12.0	Proposed Tree
13.0	Proposed Planting
14.0	Proposed Light
15.0	Proposed Sign
16.0	Proposed Barrier
17.0	Proposed Wall
18.0	Proposed Fence
19.0	Proposed Gate
20.0	Proposed Driveway
21.0	Proposed Walkway
22.0	Proposed Ramp
23.0	Proposed Stair
24.0	Proposed Deck
25.0	Proposed Porch
26.0	Proposed Patio
27.0	Proposed Terrace
28.0	Proposed Foundation
29.0	Proposed Footing
30.0	Proposed Wall
31.0	Proposed Column
32.0	Proposed Beam
33.0	Proposed Slab
34.0	Proposed Joist
35.0	Proposed Rafter
36.0	Proposed Truss
37.0	Proposed Roof
38.0	Proposed Siding
39.0	Proposed Shingles
40.0	Proposed Gutter
41.0	Proposed Downspout
42.0	Proposed Foundation
43.0	Proposed Footing
44.0	Proposed Wall
45.0	Proposed Column
46.0	Proposed Beam
47.0	Proposed Slab
48.0	Proposed Joist
49.0	Proposed Rafter
50.0	Proposed Truss
51.0	Proposed Roof
52.0	Proposed Siding
53.0	Proposed Shingles
54.0	Proposed Gutter
55.0	Proposed Downspout
56.0	Proposed Foundation
57.0	Proposed Footing
58.0	Proposed Wall
59.0	Proposed Column
60.0	Proposed Beam
61.0	Proposed Slab
62.0	Proposed Joist
63.0	Proposed Rafter
64.0	Proposed Truss
65.0	Proposed Roof
66.0	Proposed Siding
67.0	Proposed Shingles
68.0	Proposed Gutter
69.0	Proposed Downspout
70.0	Proposed Foundation
71.0	Proposed Footing
72.0	Proposed Wall
73.0	Proposed Column
74.0	Proposed Beam
75.0	Proposed Slab
76.0	Proposed Joist
77.0	Proposed Rafter
78.0	Proposed Truss
79.0	Proposed Roof
80.0	Proposed Siding
81.0	Proposed Shingles
82.0	Proposed Gutter
83.0	Proposed Downspout
84.0	Proposed Foundation
85.0	Proposed Footing
86.0	Proposed Wall
87.0	Proposed Column
88.0	Proposed Beam
89.0	Proposed Slab
90.0	Proposed Joist
91.0	Proposed Rafter
92.0	Proposed Truss
93.0	Proposed Roof
94.0	Proposed Siding
95.0	Proposed Shingles
96.0	Proposed Gutter
97.0	Proposed Downspout
98.0	Proposed Foundation
99.0	Proposed Footing
100.0	Proposed Wall

SEE SHEET CD-401 FOR OVERALL KEY MAP

SEE DRAWING CS-101 FOR OVERALL SITE INFORMATION



PAVING AREA I

LANEBAU

AMATRIX BUSINESS PARK AT NEWBURGH

INTERIM PARKING/PAVING PLAN FOR CD-401

CD-401

DATE: 11/15/11

SCALE: AS SHOWN

PROJECT: AMATRIX BUSINESS PARK AT NEWBURGH

CLIENT: AMATRIX

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/15/11

11/15/11

EXHIBIT C

DESCRIPTION OF ITEM	QUANTITY	UNIT	COST	TOTAL COST
Construction Items				
i. SITE WORK				
A. Asphalt Surface Course	16,000	SY	\$ 9.00	\$ 144,000
B. Full Depth Heavy Duty Pavement Section	13,700	SY	\$ 50.00	\$ 685,000
C. Full Depth Standard Duty Pavement Section	13,000	SY	\$ 33.00	\$ 429,000
D. Concrete Curb	10,000	LF	\$ 18.00	\$ 180,000
			SUBTOTAL	\$ 1,438,000
			SAY \$ 1,438,000	

NOTES:

1. This Engineer's estimate is based on a set of plans titled "Matrix Business Park at Newburgh, Town of Newburgh, Orange County, New York" prepared by Langan and last revised 7 October 2016.
2. This estimate is an approximate cost of construction for the remaining pavement to be completed in the Spring of 2017. This estimate reflects available cost information for construction located in Town of Newburgh, New York.
3. This Engineer's estimate represents an opinion of the probable costs of construction, within a reasonable degree of certainty. This estimate does not guarantee the cost of labor, material, or equipment, nor the means, methods and procedures of the Contractor's work as determined by the Contractor and/or Owner, nor the competitive bidding submissions.
4. This estimate of probable construction cost is based on our experience and qualifications as an engineer and shall be deemed to represent our opinion and judgment. This estimate cannot and does not guarantee that proposals, bids or actual costs will be the same as or within any specific percentage of this estimate of probable construction cost.