



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

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January 12, 2017
Revised March 30, 2017

VIA EMAIL

James Osborne, P.E.
Town Engineer
Town of Newburgh Town Hall
1496 Route 300
Newburgh, NY 12550

Re: Watermain Improvements at Colden Park
Town of Newburgh, Orange County, New York
MC Project No. 15000434B

Dear Mr. Osborne:

Maser Consulting P.A. is pleased to submit this revised proposal to provide professional services to revise bid documents and provide Construction Support and Inspection of the above referenced project.

SECTION I – SCOPE OF SERVICES

Based on our conversations and the need to re-bid the above project with a reduced scope, we propose to complete the following:

PHASE 1.0 – REVISED BID DOCUMENT PREPARATION (TASK COMPLETED)

Per 1/12/17 proposal

Maser Consulting shall revise the Construction Plans and related bid documents prepared and last revised August 19, 2016 to incorporate discussions with the Town Engineer on January 10, 2017. Scope shall be reduced and reflected on the plans to include Arbor Drive, Westwood Drive and terminating immediately south of the proposed hydrant on the southeast corner of Westwood Drive and Mimosa Drive. Plan revisions will include revised profiles and planimetric views as necessary to incorporate changes in scope. Specifications will include bid sheet revisions and otherwise revised for consistency with the new scope. Upfront documentation will be revised to reflect new deadlines and revised prevailing wage documentation. A revised engineering estimate will also be prepared.

Maser Consulting shall prepare and supply 15 sets of plans and specifications, for bidding and eventual award of contract between the Town and the contractors for the proposed project. Maser Consulting shall respond to questions (RFI's) posed by bidders relative to the bid documents. All addenda shall be included.



Phase 1.0 Lump Sum Fee **\$ 4,600.00**

PHASE 2.0 – CONSTRUCTION SUPPORT SERVICES

Construction services will be coordinated with the Town Engineer. Our construction services will include reviewing and assisting the Town with bid awards, a kickoff meeting, response to construction RFI's, shop drawing review, and water main certification as described below.

Maser Consulting shall review Town assembled bid submittals and providing a comprehensive analysis for discrepancies. Maser Consulting also proposes to check references of the lowest bidders, and based on the above, recommend the award of a bidder.

Maser Consulting shall include a pre-construction kickoff meeting with the Town, the Contractor of the winning bid, and any additional parties the Town deems appropriate. Response to the Contractor's RFI's and issuance of clarification letters will be provided as needed. Maser Consulting shall review shop drawings and other submittals for their compliance with the original design intent.

Observation and certification of pressure and leakage testing will be performed and documentation provided to the Town under this task. Fee anticipates pressure and leakage testing being conducted in (2) two separate tests based on the proposed layout of watermain; one final certification will be provided for the project incorporating individual testing results under one cover. Also included in this certification is review and approval of disinfection sample results.

Lastly, Maser Consulting shall review payment requests and forward same to Town Engineer's office for processing.

Phase 2.0 Lump Sum Fee **\$ 4,875.00**

PHASE 3.0 - CONSTRUCTION INSPECTION SERVICES

Maser Consulting shall provide full-time inspection services for up to a three-week construction period, (10) 8-hour working days, to be billed on an hourly basis as required by the progression of work. Schedule will be coordinated with the Contractor on a day-to-day basis.

Phase 3.0 Lump Sum Fee (Estimated) **\$ 19,050.00**

PHASE 4.0 - UTILITY AS-BUILT PLAN

Maser Consulting shall provide a utility as-built plan prepared from field dimensioned measurements by the on-site full time inspector as outlined in the scope above. The as-built plan will be revised daily as new field sketches and measurements have been documented. The Plan will reflect the watermain location, valves, hydrants, and additional appurtenances as placed during construction. The deliverable will be provided on 24"x36" plan sheets upon construction completion.

Phase 4.0 Lump Sum Fee **\$ 950.00**

SCHEDULE OF FEES



For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

| | | |
|-----------|---|--------------|
| PHASE 1.0 | REVISED BID DOCUMENT PREPARATION | \$ 4,600.00 |
| PHASE 2.0 | CONSTRUCTION SUPPORT SERVICES | \$ 4,875.00 |
| PHASE 3.0 | CONSTRUCTION INSPECTION SERVICES (EST.) | \$ 19,050.00 |
| PHASE 4.0 | UTILITY AS-BUILT PLAN | \$ 950.00 |

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Material testing of any kind;
- Equipment rental is not anticipated for this project;
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site; and

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids,



alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION III – 2017 RATE SCHEDULE

TECHNICAL STAFF RATES

| BILLING TITLES | HOURLY RATES |
|----------------------------------|---------------------|
| Executive Principal..... | 230.00 |
| Principal | 200.00 |
| Senior Technical Director | 190.00 |
| Senior Project Manager..... | 180.00 |
| Technical Director..... | 170.00 |
| Project Manager | 160.00 |
| Senior Project Specialist..... | 150.00 |
| Project Specialist..... | 140.00 |
| Technical Professional | 130.00 |
| Technical Specialist..... | 120.00 |
| Specialist | 110.00 |
| Senior Data Technician | 100.00 |
| Senior Technical Assistant | 90.00 |
| Technical Assistant..... | 80.00 |
| Data / Field Technician | 70.00 |
| Survey Crew – 2 Man..... | 200.00 |
| Survey Crew – 1 Man..... | 170.00 |
| Expert Witness | 300.00 |
| Sr. LSRP..... | 250.00 |
| LSRP | 200.00 |

REIMBURSABLE EXPENSES

| | |
|---|-----------------|
| General Expenses | Cost + 15% |
| Travel (Hotel, Airfare, Meals)..... | Cost + 15% |
| Sub-Consultants/Sub-Contractors | Cost + 20% |
| Mileage Reimbursement*..... | 0.56 / Per Mile |
| Plotting | 3.75 / Each |
| Computer Mylars / Color Plots | 50.00 / Each |
| Photo Copies | 0.10 / Each |
| Color Photo Copies | 1.75 / Each |
| Document Binding | 3.00 / Each |
| Compact Disk CD/DVD..... | 75.00 / Each |
| Exhibit Lamination (24" x 36" or larger)..... | 50.00 / Each |

Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2017



SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

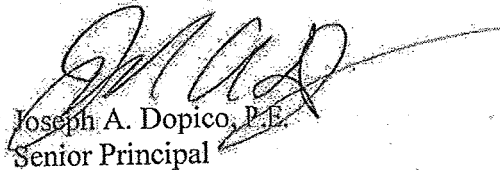
Title

If you find this proposal acceptable, please sign where indicated above and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid for 60 days from the date of this document.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.


Joseph A. Dopico, P.E.
Senior Principal

JAD/jm

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Supervisor & Town Board

FROM: James W. Osborne, Town Engineer



DATE: March 31, 2017

RE: SEPTAGE HAULING & DISPOSAL

Attached for the Town Board's information is a bid package prepared for the Removal and Disposal of Septage from Town Septic Tanks. This was prepared with input from R. Petrillo and S. Grogan. Given below is a proposed bid schedule for this work:

| | |
|--------------------|---|
| Advertise For Bids | April 19, 2017 (MHT) April 21, 2017 (Sentinel) |
| Open Bids | May 15, 2017 (2:00 PM) |
| Award Contract | May 22, 2017 |

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

Attachment

cc: R. Petrillo, Comm.-P,R & C
T. DePew, Hwy. Supt.
J. LaColla, Fleet.Mtnc.
A. Ciaccio, CAMO
R. Clum, Accountant

NOTICE TO BIDDERS

TOWN OF NEWBURGH
REMOVAL AND DISPOSAL OF SEPTAGE
FROM TOWN SEPTIC TANKS (VARIOUS LOCATIONS)

Notice is hereby given that sealed bids will be received by the Town Board of the Town of Newburgh, NY for providing all equipment and labor for the removal and disposal of septage from the Town of Newburgh's Septic Tanks.

Bids will be received until 2:⁰⁰~~30~~ PM on MAY 15 2017 at the Office of the Town Clerk at Town Hall, 1496 Route 300, Newburgh, New York 12550, at which time and place they will be publicly opened and read aloud.

Instructions and Specifications to Bidders are on file and publicly exhibited at the Town Hall, 1496 Route 300, Newburgh, New York 12550. The Specifications and Instructions may be obtained from the Town Clerk, at the above address, in person, or by mail. Bidders shall leave their names and correct mailing addresses upon receipt of the Specifications and Instructions.

Bids shall be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, bid item(s) and the date and time of the bid opening. All bids shall be mailed or hand delivered to:

TOWN CLERK, TOWN OF NEWBURGH, 1496 ROUTE 300, NEWBURGH, NY
12550

All bids shall be submitted subject to the following conditions:

1. The Town Board reserves the right to reject any or all bids and re-advertise for new bids.
2. All bidders shall submit proof of responsibility, as required by the Town Board.
3. Each bid must contain the certificate of non-collusive bidding required by Section 103 - d of the General Municipal Law, relating to non-collusion (Schedule 4 hereto).
4. No bids shall be withdrawn for a period of forty-five (45) days after the receipt thereof, without the consent of the Town Board of the Town of Newburgh.
5. The bidder shall make allowance in his bid for any price increase in labor and materials. Requisitions for work and/or material shall be at the price bid with no additional charge for such increases.

By Order of the Town Board

TOWN OF NEWBURGH

Andrew Zarutskie, Town Clerk

_____ 2017

TOWN OF NEWBURGH
REMOVAL AND DISPOSAL OF SEPTAGE
FROM TOWN SEPTIC TANKS (VARIOUS LOCATIONS)

INFORMATION FOR BIDDERS

CONTENTS OF BID

This bid consists of the following documents:

- Notice to Bidders
- Information to Bidders
- Bid Proposal
- Non-Collusive Bidding Certificate
- Certificate of Compliance
- Specifications
- Sales Tax Exemption

PREPARATION OF BIDS

Each bid or proposal must be typewritten or written in ink on the forms hereto annexed and signed by the bidder. The blank places in the proposal must be filled in as noted and no change shall be made in the phraseology of the proposal or in the items mentioned therein.

PRE-BID INVESTIGATION

Prior to bid submittal, bidders shall view and investigate the site work and adjacent area, and it shall be conclusively presumed that each bidder has full knowledge of all conditions on or around the site which may affect in any way the performance of the work to be done under this Contract. The Owner makes no warranties or representations whatsoever with respect to site conditions.

SUBMITTAL OF BIDS

Bids must be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, project and addressed to the Board advertising for bids, but otherwise unmarked.

INFORMAL BIDS

Bids that are illegible or that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

The unit prices bid as called for in the Proposal shall be indicated in words and by figures.

The Owner reserves the right to waive any informalities in or reject all bids submitted, or to accept the bid and award the Contract to the lowest responsible bidder therefore, as provided by law.

BASIS OF AWARD - COMPARISONS OF BIDS

The Contract shall be awarded, if at all, to the lowest responsible bidder. In the case of Unit Price Contracts, the lowest responsible bidder shall be determined by a comparison of the unit prices, as called for in the proposal and in conformity with the specifications.

ERRORS IN BID

In the event that the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding.

UNBALANCED BID

The Owner reserves the right to reject any bid in which the unit prices appear, in the judgment of the Engineer, to constitute an unbalanced, impracticable or unreasonable bid for such work.

APPROXIMATE QUANTITIES

Bidders are advised that the estimate of quantities of the various items of work and materials is approximate only and shall not be made the basis of any claim against the Owner.

The Contractor shall assert no claim against the Owner on account of any variation between the estimated quantities and the actual quantities as measured when the work is complete, or on account of any mistake, misunderstanding or misconception as to the nature, location or amount of work to be performed by the Contractor under this Contract.

CERTIFICATE OF NON-COLLUSIVE BIDDING

Each bidder shall submit the certificate of non-collusive bidding annexed hereto.

CONTRACT PERIOD

The Bid Proposal for the removal and disposal of septage shall be valid for the period through December 31st of the calendar year of the bid.

INSTRUCTIONS AND SPECIFICATIONS FOR
FURNISHING ALL LABOR AND EQUIPMENT
FOR THE REMOVAL AND DISPOSAL
OF SEPTAGE FROM
TOWN OF NEWBURGH SEPTIC TANKS

The successful bidder shall be responsible for furnishing all labor and equipment necessary for the removal and disposal of septage from Town Septic Tanks as shown on the attached schedule.

The Successful bidder shall provide the septage removal and disposal service on a call-as-needed basis for the period through December 31st of the calendar year of the bid..

However, the Town Board reserves the right to terminate this contract prior to the end of the calendar year of the bid, upon 30 days written notice. Said notice to be sent certified mail, return receipt requested.

The price bid shall be on a unit price per gallon of septage removed and include all costs of labor, equipment, transportation and final disposal. The Town of Newburgh is a tax-exempt organization. All bids shall be submitted on the following conditions.

1. Any bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponements thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement.
2. Bids must be submitted with all requested submittals. Any bid submitted without all required submittals shall not be considered. The required submittals are listed below.
3. A conditional or qualified bid will not be accepted.
4. Award will be made to the lowest responsible bidder. An award will be made based on all factors stated herein and in the best interest of the Town of Newburgh. The Town of Newburgh reserves the right to reject any and all bids.
5. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract.
6. The contractor shall provide the necessary insurance forms in accordance with the bid specifications and maintain at his expense, until final acceptance by the owner of the work covered by the contract, workman's compensation insurance and general public liability and property damage insurance. The Contractor shall furnish promptly upon demand by the Town of Newburgh proof that said insurance remains in full force and effect. The Contractor's failure to procure or maintain said insurance shall constitute an act of default and entitle the Town to terminate the contract.

7. Each bid must contain the certificate of non-collusive bidding required by Section 103-d of the General Municipal Law, relating to non-collusion.
8. The Town of Newburgh reserves the right to waive any informality in the bids tendered.
9. The successful bidder will prepare and secure execution of the necessary contract documentation required by law satisfactory to the Town Clerk and Town Attorney.
10. Bids shall be submitted in opaque envelopes clearly marked on the front: "BID OPENING - SEPTAGE DISPOSAL SERVICES".

The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the owner all such information and data for this purpose as the owner may request. The Town of Newburgh reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

The following items must be submitted with a bid:

- 1) A signed certificate of non-collusive bidding as required by Section 103-d of the General Municipal Law, relating to non-collusion.
- 2) Each bidder shall provide substantiation of capabilities by providing a minimum of three (3) references. Said references shall be from either governmental agencies or substantial private enterprises to which the successful bidder has provided sludge removal services within the twelve (12) months previous to the bid opening date.
- 3) Each bidder shall demonstrate that he/she has adequate equipment capabilities and provide, with his/her bid, all necessary information on which the Town may evaluate their bid. This should include the number of and capacities of the bidder's trucks.
- 4) Each bidder must submit a copy of their current waste transporter's permit from the New York State Department of Environmental Conservation (NYSDEC).
- 5) Each bidder will name the final disposal location in their bid.

ALL BIDS MUST BE SUBMITTED WITH THE ABOVE 5 ITEMS. Any bids received without all five required submittals will be rejected.

The successful bidder will be responsible for ensuring that the necessary changes are made to their NYSDEC permit to allow them to haul septage from the Town to the final disposal location. A copy of the successful bidder's operating permit showing NYSDEC permission to haul the septage must be provided before the start date of service.

The successful bidder will be responsible for ensuring that the final disposal location has the necessary permits to accept septage. Any laboratory testing required for the above referenced permits is the responsibility of the bidder.

Septage will be removed from the Town of Newburgh locations delineated as directed by the Town. Scheduling of the days to haul will be established at least one week in advance or less by mutual agreement of the parties. All loads of septage must be documented at the septic tank location.

Invoices will be received at the following address:

Town of Newburgh
Town Hall – Supervisor's Office
1496 Route 300
Newburgh, New York 12550

The bidder's reference is directed to the estimated volume of septage to be removed. It should be noted that the estimate is an estimate only and is provided to assist the bidder in the preparation of a unit price and bid submission. The estimated volume shall not be construed as a guarantee as to either minimum or maximum volumes of septage to be removed during the calendar year.

The facilities may be inspected Monday to Friday during the hours of 8:00 A.M. to 3:00 P.M. by contacting the following:

Robert Petrillo
Comm. of Parks, Recreation & Conservation
311 Route 32
Newburgh, New York 12550
(845) 564-7815

TOWN OF NEWBURGH
REMOVAL & DISPOSAL OF SEPTAGE
SEPTIC TANK -LOCATION, SIZES & MAINTENANCE SCHEDULE

| <u>DEPARTMENT</u> | <u>LOCATION</u> | <u>TANK SIZE</u> | <u>PUMP-OUT FREQUENCY</u> | <u>NEXT PUMP-OUT</u> |
|-------------------|------------------------------|------------------|---------------------------|----------------------|
| RECREATION | Chadwick Lake Park (West) | 500 G | 2 / yr. | 6\2017 |
| | Chadwick Lake Park (East) | 1000 G | 1 / Yr. | 6\2017 |
| | Guard Shack | 750 G | As Needed | 6\2017 |
| HIGHWAY | New Highway Garage | 1000 G | 1 / Yr. | Immediately |
| FLEET | Fleet Maintenance Bldg. | 1000 G | As Needed | Immediately |
| BLDG. & GROUNDS | Police Dept. Bldg. | 2500 G | 2 / Yr. | 9\2017 |
| | Public Service Bldg. | 1000 G | 2 / Yr. | 9\2017 |
| WATER | Chadwick Lake Filter Plant | 1000 G | 1 / Yr. | Immediately |
| | D.A.T.-Water Treatment Plant | ? | As Needed | Immediately |

TOWN OF NEWBURGH
REMOVAL AND DISPOSAL OF SEPTAGE
FROM TOWN SEPTIC TANKS (VARIOUS LOCATIONS)

BID PROPOSAL

The undersigned agrees to provide all required labor and materials for the removal and disposal of septage as described in the attached specifications for the price of:

_____ DOLLARS and

_____ CENTS (\$ _____) per gallon

SALES TAX EXEMPTION

The Town of Newburgh is exempt from payment of State and Compensatory Use Taxes of the State of New York on all materials sold to it, used on, or for the project pursuant to the provisions of the bid.

Name of Bidder: _____

By (Name & Title): _____

Address: _____

Telephone Number: _____

Fax Number: _____

Technical Support Number: _____

Signature _____

Mid-Hudson Marina Corp.

PO Box 487
Cornwall-on-Hudson, NY 12520

Phone (845) 558-0914
Fax (845) 561-5746
Email: nnnjc@aol.com

Via Hand Delivery

3/13/17

Gill Piaquadio, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550


RE: LC#2003-02 In the Amount of \$91,000 (attached)

Dear Gil:

The above LOC was issued for the landscaping on an approval that we are no longer pursuing. Subsequently we would like to make a formal request the Town Board vote to eliminate this LOC and return back to the bank.

Please let me know if you need any additional information.

Best Regards,
MID-HUDSON MARINA CORP.



Nick Cardaropoli, Jr.
Vice-President

Organized 1919



Walden Federal

IRREVOCABLE STANDBY LETTER OF CREDIT

January 24, 2003

TO: Town of Newburgh
1496 Route 300
Newburgh, NY 12550
Attn: Norma Jackson

Number # 2003-02

ACCOUNT OF: Mid-Hudson Marina Corporation
PO Box 7451
Newburgh, NY 12550

Amount: \$91,000.00

Expires: January 24, 2004

Honorable Sirs:

We hereby issue our Irrevocable Standby Letter of Credit Number #2003-02 in your favor for the account of Hillside Homes, Inc. in an amount not to exceed U.S. Ninety One Thousand and 00/100 Dollars (\$91,000.00). This Letter of Credit may be drawn upon the presentation of:

Your notarized statement signed by the Town Supervisor, Deputy Town Supervisor or Town Clerk stating Anchorage on-the-Hudson has failed to complete the site landscaping, and erosion control for marina improvements approved by the Town of Newburgh Planning Board.

It is a condition of the credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date hereof, unless thirty (30) days prior to any such date we shall notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full amount of the credit hereunder, against your draft only, without the documentation mentioned herein.

Drafts must be negotiated not later than the expiration date shown above, and must state "DRAWN UNDER WALDEN FEDERAL SAVINGS AND LOAN ASSOCIATION STANDBY LETTER OF CREDIT NUMBER 2003-02".

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (1994 Revision), the International Chamber of Commerce Brochure No. 500. This credit is intended to comply with Chapter 64 of the code of the Town of Newburgh, New York.

We hereby agree with you that drafts drawn under and in compliance with the terms and conditions of this Credit shall be duly honored upon due presentation at our office.

Walden Federal Savings and Loan Association

By: 

L. Bruce Lott

Senior Loan Officer/ Vice President



12 Main Street • Walden, New York 12586 • 845 / 778-2171 • FAX 845 / 778-3125
201 Ward Street • Montgomery, New York 12549 • 845 / 457-5101 • FAX 845 / 457-5119
288 Larkin Drive • Monroe, New York 10950 • 845 / 782-2949 • FAX 845 / 782-2943
Email: bank@waldenfederal.com • Web address: www.waldenfederal.com

MEMBER
FDIC

70

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this _____ day of March, 2017 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and Cross Roads Court Real Estate, LLC, having an address at P.O. Box 10804, Newburgh, NY 12552 (the "Facility Owner").

Whereas, the Municipality and the Facility Owner want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 5.92 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as Hampton Inn & Suites on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New

York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.

6. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

7. The Facility Owner shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).

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

9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys fees, incurred in enforcing this Agreement and curing a violation.

10. This agreement is effective _____, 2017.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TOWN OF NEWBURGH

Cross Roads Court Real Estate, LLC

By: _____
Gilbert J. Piaquadio, Supervisor

BY: Mart Mil
Printed Name: MARTIN MILANO
Title: MEMBER

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

On the _____ day of _____, in the year 2017 before me, the undersigned, personally appeared GIL PIAQUADIO personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

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

On the 13th day of March, in the year 2017 before me, the undersigned, personally appeared MARTIN MILANO, 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.

Mary E. Bozydaj
Notary Public

MARY E. BOZYDAJ
Notary Public-State of New York
Qualified in Ulster County
My Commission Expires 1/31/2018



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

555 Hudson Valley Avenue, Suite 101
New Windsor, NY 12553
T: 845.564.4495
F: 845.567.1025
www.maserconsulting.com

All that certain tract, piece or parcel of land situate in the Town of Newburgh, County of Orange, State of New York, as shown on a map entitled "Boundary and Topographic Survey for Martin Milano" as prepared by Maser Consulting, dated 5/07/14 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the westerly highway boundary of the New York State Thruway with the southerly highway boundary of Route 17K, said point being the northeasterly corner of Lands now or formerly of Martin J. Milano (Book 5254, page 302); thence from said point of beginning with the westerly highway boundary of the New York State Thruway South $26^{\circ}42'30''$ West 465.04 feet to a point; thence with a permanent easement the following two (2) courses and distances:

1. North $64^{\circ}28'34''$ West 73.96 feet to a point;
2. South $25^{\circ}26'26''$ West 52.23 feet to a point in the northerly line of lands now or formerly of Orange County Industrial Development (Book 11966, page 1935);

thence with the northerly line of Orange County Industrial Development North 41 degrees 10 minutes 54 seconds West 453.71 feet to a point in the proposed road line of Crossroads Court; thence with the southerly and westerly boundary of said proposed Crossroads Court, and continuing with the line of Orange County Industrial Development, and with the line of lands now or formerly of GE Commercial Finance Business Property Corporation (Book 13294, page 1303) and lands now or formerly of G & M Orange LLC (Book 12688, page 281) the following four (4) courses and distances:

1. with the arc of a curve to the right having a radius of 70.00 feet, an arc length 237.87 feet and a chord bearing and distance of North $23^{\circ}58'56''$ West 138.85 feet to a point;
2. with the arc of a curve to the left having a radius of 25.00 feet, an arc length of 25.41 feet and a chord bearing and distance of North $44^{\circ}14'56''$ East 24.33 feet to a point;
3. with the arc of a curve to the right having a radius of 210.00 feet, an arc length of 101.50 feet, and a chord bearing and distance of North $28^{\circ}57'31''$ East 100.51 feet to a point;
4. North $42^{\circ}48'16''$ East 169.57 feet to a point in the southerly highway boundary of Route 17K;

thence with said southerly highway boundary the following two (2) courses and distances:

1. South $58^{\circ}48'29''$ East 293.47 feet to a point;
2. South $62^{\circ}28'30''$ East 249.74 feet

to the point of beginning, containing $5.92\pm$ acres or $257,772\pm$ square feet.

TOWN OF NEWBURGH

Amended and Restated Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this 22 day of March, 2017 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and Route 52 Newburgh, LLC, having an address at 788 Shrewsbury Avenue, Trinton Falls, New Jersey 07724 (the "Facility Owner").

Whereas, the Facility Owner and the Municipality entered into a Stormwater Control Facility Maintenance Agreement, dated March 4, 2016 ("2016 Agreement"), attached in Schedule B; and

Whereas, the Municipality and the Facility Owner want to completely amend, restate and supersede the 2016 Agreement with this Amended and Restated Stormwater Control Maintenance Agreement ("2017 Agreement");

Whereas, the Municipality and the Facility Owner want to enter into this 2017 Agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project in accordance with amended project plans; and

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 2.7 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the amended project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This 2017 Agreement completely amends, restates and supersedes the 2016 Agreement.
2. This 2017 Agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the amended project site plans and updated Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
3. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the amended project site plans for the Facility known as CVS/Pharmacy Store (No. 10688) on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: catch basins, drain manholes, piping for the

conveyance of stormwater, water quality units, rain garden, grassed filter strips, grassed surface sand filter basins, swales, and other stormwater practices identified in the updated Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.

4. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

5. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

6. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 3, 4, 5 and 7 of this 2017 Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.

7. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

8. The Facility Owner shall provide to the Municipality within 30 days of the date of this 2017 Agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).

9. This 2017 Agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

10. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the

Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorney's fees, incurred in enforcing this 2017 Agreement and curing a violation.

11. This 2017 Agreement is effective March 22, 2017.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TOWN OF NEWBURGH

ROUTE 52 NEWBURGH, LLC
By: KALIAN CORPORATION, INC.

By: _____
Gilbert J. Piaquadio, Supervisor

By: *[Signature]*
Mazin A. Kalian, President

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.

Notary Public

STATE OF NEW JERSEY)
)ss.:
COUNTY OF MONMOUTH)

On the 22 day of March, in the year 2017 before me, the undersigned, personally appeared **MAZIN A. KALIAN**, President, 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 and such individual made such appearance before the undersigned in Tinton Falls, New Jersey

(Insert the city or other political subdivision and the State or country or other place the acknowledgment was taken).

[Signature]
Notary Public

MARIE LYDEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/17/2018

SCHEDULE "A"

SURVEY PARCEL DESCRIPTION

BEGINNING AT A POINT ON THE WESTERLY HIGHWAY LINE OF UNION AVENUE, ALSO KNOWN AS NEW YORK STATE ROUTE NO. 300, SAID POINT BEING THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF LOUIS J. GALLO AND JEAN F. GALLO;

THENCE S 13°-47'-27" W ALONG THE WESTERLY HIGHWAY LINE OF SAID UNION AVENUE A DISTANCE OF 1.75' TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LAND NOW OR FORMERLY OF KALIAN 1437 LLC;

THENCE N 78°-22'-11" W BOUNDED SOUTHERLY BY SAID LAND NOW OR FORMERLY OF KALIAN 1437 LLC A DISTANCE OF 396.77' TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF NEWBURGH BUS LOT, LLC;

THENCE N 9°-26'-40" E BOUNDED WESTERLY BY SAID LAND NOW OR FORMERLY OF NEWBURGH BUS LOT, LLC A DISTANCE OF 489.57' TO A POINT ON THE SOUTHWEST HIGHWAY LINE OF SOUTH PLANK ROAD, ALSO KNOWN AS NEW YORK STATE ROUTE NO. 52;

THENCE S 53°-30'-20" E ALONG THE SOUTHWEST HIGHWAY LINE OF SOUTH PLANK ROAD A DISTANCE OF 353.80' TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LAND NOW OR FORMERLY OF LOUIS J. GALLO AND JEAN F. GALLO;

THENCE S 24°-40'-53" W BOUNDED EASTERLY BY SAID LAND NOW OR FORMERLY OF LOUIS J. GALLO AND JEAN F. GALLO A DISTANCE OF 317.88' TO AN IRON ROD FOUND;

THENCE S 68°-27'-56" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF LOUIS J. GALLO AND JEAN F. GALLO A DISTANCE OF 168.80' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS APPROXIMATELY 117,978± SQUARE FEET (2.70839± ACRES).

SCHEDULE "B"

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this 4th day of March, 2016 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and Route 52 Newburgh, LLC, having an address at 788 Shrewsbury Avenue, Trinton Falls, New Jersey 07724 (the "Facility Owner").

Whereas, the Municipality and the Facility Owner want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 2.7 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project site plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project site plans for the Facility known as CVS/Pharmacy Store (No. 10688) on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: catch basins, drain manholes, piping for the conveyance of stormwater, water quality units, underground sand filters, underground infiltration chambers, rain gardens, grassed filter strips, aboveground grassed infiltration basins, swales and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.

6. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

7. The Facility Owner shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).

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

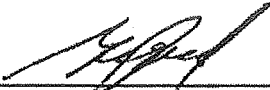
9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.

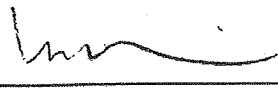
10. This agreement is effective March 4th, 2016.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TOWN OF NEWBURGH

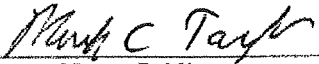
ROUTE 52 NEWBURGH, LLC
By: KALIAN CORPORATION, INC.

By: 
Gilbert J. Piaquadio, Supervisor

By: 
Mazin A. Kalian, President

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


On the 10th day of March, in the year 2016 before me, the undersigned, personally appeared GIL PIAQUADIO personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.


Notary Public

MARK C. TAYLOR
Notary Public, State of New York
Qualified in Orange County
#4949397
Commission Expires April 3, 2019

STATE OF NEW JERSEY :)
) SS.
COUNTY OF MONMOUTH :)

On the 4th day of March, in the year 2016 before me, the undersigned, personally appeared Mazin A. Kalian 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.


Debbie Kramer Gregg, Esq.
Attorney at Law of NJ

SCHEDULE "A"

Parcel I;

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Newburgh, County of Orange and State of New York and more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly side of NYS Route 52, said point being the northeasterly corner of the premises and the northwesterly corner of lands now or formerly of Louis & Jean Gallo, T.M. # 60-3-6.1 and running thence;

1. South $40^{\circ} 04' 28''$ West along the southeasterly line of the premises and the northwesterly line of said lands now or formerly of Louis & Jean Gallo, T.M. # 60-3-6.1 the distance of 317.88 feet to an iron rod found at or near a stone wall at a point in the northeasterly line of lands now or formerly of Coral Realty, Inc., T.M. # 60-3-3 and being the southwesterly corner of said lands now or formerly of Louis & Jean Gallo, T.M. # 60-3-6.1 and being the southeasterly corner of the premises, thence;
2. North $53^{\circ} 04' 21''$ West along the southwesterly line of the premises, along or near a stone wall and along the northeasterly line of said lands now or formerly of Coral Realty, Inc. T.M. # 60-3-3 the distance of 236.81 feet to a pipe found and being the southwesterly corner of the premises, thence;
3. North $24^{\circ} 50' 15''$ East along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of Coral Realty, Inc., T.M. # 60-3-3 and the southeasterly line of lands now or formerly of Joseph & Michelle Mikita, T.M. # 60-3-2 the distance of 418.00 feet to a point in the southwesterly side of NYS Route 52, being the northeasterly corner of said lands now or formerly of Joseph & Michelle Mikita, T.M. # 60-3-2 and being the northwesterly corner of the premises, thence;
4. South $38^{\circ} 06' 45''$ East along the southwesterly side of NYS Route 52 the distance of 353.80 feet to the northwesterly corner of lands now or formerly of Louis & Jean Gallo, T.M. # 60-3-6.1, the northeasterly corner of the premises and the point or place of BEGINNING.

Parcel II:

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being shown and designated as PARCEL "A" Lands to be conveyed to Costubbs LLC on that certain map entitled "LOT LINE CHANGE PLAN Lands of COSTUBBS LLC and Lands of COREL REALTY, N.Y.S. Routes 52 & 300, Town of Newburgh, Orange County, New York", made by Vincent J. Dols Associates, dated 10-12-2005 and revised on 2-15-2006 and last revised on 3-3-2006 and filed in the Orange County Clerk's Office on March 6th, 2006 as Map # 172-06 and being more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly line of Union Avenue NYS Route 300, said point being the southerly most corner of lands now or formerly of Louis J. Gallo and Jean F. Gallo as acquired in the deed in Liber 2323 of Deeds, Page 74 (Tax Lot 60-3-6.1) and running thence;

1. South $29^{\circ} 11' 02''$ West along the northwesterly line of Union Avenue - NYS Route 300 the distance of 1.75 feet to a point in the northeasterly line of lands now or formerly of Benjamin Harris and Bella Harris as acquired in the deed in Liber 1863 of Deeds, Page 975 (Tax Lot 60-3-26.1), thence;
2. North $62^{\circ} 58' 36''$ West along the common boundary line between said lands now or formerly of Benjamin Harris and Bella Harris and the lands of Corel Realty, Inc. as acquired in Liber 3931 of Deeds, Page 76 (Tax Lot 60-3-1.-1, formerly Tax Lot 60-3-3) the distance of 396.77 feet to a point, thence;
3. North $24^{\circ} 50' 15''$ East through said lands of Corel Realty, Inc. the distance of 71.57 feet to a pipe at the southwesterly corner of lands of Costubbs, LLC as acquired in the deed in Liber 4679 of Deeds, Page 186 (Parcel I therein, Tax Lot 60-3-5), thence;
4. South $53^{\circ} 04' 21''$ East along the common boundary line between Corel Realty, Inc. and Costubbs, LLC (Tax Lot 60-3-5) and then along the southwesterly line of lands now or formerly of Louis J. Gallo and Jean F. Gallo as acquired in the deed in Liber 2323 of Deeds, Page 74 (Tax Lot 60-3-6.1) the distance of 405.61 feet to a point in the northwesterly line of Union Avenue - NYS Route 300 and being the point or place of BEGINNING.

TOWN OF NEWBURGH

Amended and Restated Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this 22 day of March, 2017 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and Route 52 Newburgh, LLC, having an address at 788 Shrewsbury Avenue, Trinton Falls, New Jersey 07724 (the "Facility Owner").

Whereas, the Facility Owner and the Municipality entered into a Stormwater Control Facility Maintenance Agreement, dated March 4, 2016 ("2016 Agreement"), attached in Schedule B; and

Whereas, the Municipality and the Facility Owner want to completely amend, restate and supersede the 2016 Agreement with this Amended and Restated Stormwater Control Maintenance Agreement ("2017 Agreement");

Whereas, the Municipality and the Facility Owner want to enter into this 2017 Agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project in accordance with amended project plans; and

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 2.7 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the amended project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This 2017 Agreement completely amends, restates and supersedes the 2016 Agreement.
2. This 2017 Agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the amended project site plans and updated Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
3. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the amended project site plans for the Facility known as CVS/Pharmacy Store (No. 10688) on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: catch basins, drain manholes, piping for the

conveyance of stormwater, water quality units, rain garden, grassed filter strips, grassed surface sand filter basins, swales, and other stormwater practices identified in the updated Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.

4. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

5. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

6. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 3, 4, 5 and 7 of this 2017 Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.

7. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

8. The Facility Owner shall provide to the Municipality within 30 days of the date of this 2017 Agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).

9. This 2017 Agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

10. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the

Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorney's fees, incurred in enforcing this 2017 Agreement and curing a violation.

11. This 2017 Agreement is effective March 22, 2017.


THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TOWN OF NEWBURGH

ROUTE 52 NEWBURGH, LLC
By: KALIAN CORPORATION, INC.

By: _____
Gilbert J. Piaquadio, Supervisor

By: 
Mazin A. Kalian, President

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

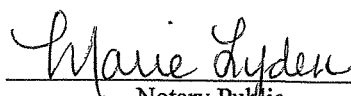
On the _____ day of _____, in the year 2017 before me, the undersigned, personally appeared **GILBERT J. PIAQUADIO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me 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.

Notary Public

STATE OF NEW JERSEY)
)ss.:
COUNTY OF MONMOUTH)

On the 22 day of March, in the year 2017 before me, the undersigned, personally appeared **MAZIN A. KALIAN**, President, 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 and such individual made such appearance before the undersigned in Tinton Falls, New Jersey

(Insert the city or other political subdivision and the State or country or other place the acknowledgment was taken).



Notary Public

MARIE LYDEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/17/2018

SCHEDULE "A"

SURVEY PARCEL DESCRIPTION

BEGINNING AT A POINT ON THE WESTERLY HIGHWAY LINE OF UNION AVENUE, ALSO KNOWN AS NEW YORK STATE ROUTE NO. 300, SAID POINT BEING THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF LOUIS J. GALLO AND JEAN F. GALLO;

THENCE S 13°-47'-27" W ALONG THE WESTERLY HIGHWAY LINE OF SAID UNION AVENUE A DISTANCE OF 1.75' TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LAND NOW OR FORMERLY OF KALIAN 1437 LLC;

THENCE N 78°-22'-11" W BOUNDED SOUTHERLY BY SAID LAND NOW OR FORMERLY OF KALIAN 1437 LLC A DISTANCE OF 396.77' TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF NEWBURGH BUS LOT, LLC;

THENCE N 9°-26'-40" E BOUNDED WESTERLY BY SAID LAND NOW OR FORMERLY OF NEWBURGH BUS LOT, LLC A DISTANCE OF 489.57' TO A POINT ON THE SOUTHWEST HIGHWAY LINE OF SOUTH PLANK ROAD, ALSO KNOWN AS NEW YORK STATE ROUTE NO. 52;

THENCE S 53°-30'-20" E ALONG THE SOUTHWEST HIGHWAY LINE OF SOUTH PLANK ROAD A DISTANCE OF 353.80' TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LAND NOW OR FORMERLY OF LOUIS J. GALLO AND JEAN F. GALLO;

THENCE S 24°-40'-53" W BOUNDED EASTERLY BY SAID LAND NOW OR FORMERLY OF LOUIS J. GALLO AND JEAN F. GALLO A DISTANCE OF 317.88' TO AN IRON ROD FOUND;

THENCE S 68°-27'-56" E BOUNDED NORTHERLY BY LAND NOW OR FORMERLY OF LOUIS J. GALLO AND JEAN F. GALLO A DISTANCE OF 168.80' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS APPROXIMATELY 117,978± SQUARE FEET (2.70839± ACRES).

SCHEDULE "B"

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this 4th day of March, 2016 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and Route 52 Newburgh, LLC, having an address at 788 Shrewsbury Avenue, Trinton Falls, New Jersey 07724 (the "Facility Owner").

Whereas, the Municipality and the Facility Owner want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 2.7 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project site plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project site plans for the Facility known as CVS/Pharmacy Store (No. 10688) on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: catch basins, drain manholes, piping for the conveyance of stormwater, water quality units, underground sand filters, underground infiltration chambers, rain gardens, grassed filter strips, aboveground grassed infiltration basins, swales and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.

6. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

7. The Facility Owner shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).

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

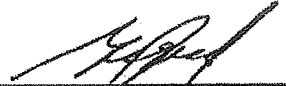
9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.

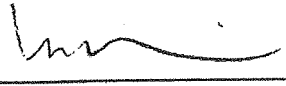
10. This agreement is effective March 4th, 2016.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TOWN OF NEWBURGH


ROUTE 52 NEWBURGH, LLC
By: KALIAN CORPORATION, INC.

By: 
Gilbert J. Piaquadio, Supervisor

By: 
Mazin A. Kalian, President

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


On the 10th day of March, in the year 2016 before me, the undersigned, personally appeared GIL PIAQUADIO personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.


Notary Public

MARK C. TAYLOR
Notary Public, State of New York
Qualified in Orange County
#4949397
Commission Expires April 3, 2019

STATE OF NEW JERSEY :)
) SS.
COUNTY OF MONMOUTH :)

On the 4th day of March, in the year 2016 before me, the undersigned, personally appeared Mazin A. Kalian 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.


Debbie Kramer Gregg, Esq.
Attorney at Law of NJ

SCHEDULE "A"

Parcel I:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Newburgh, County of Orange and State of New York and more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly side of NYS Route 52, said point being the northeasterly corner of the premises and the northwesterly corner of lands now or formerly of Louis & Jean Gallo, T.M. # 60-3-6.1 and running thence;

1. South $40^{\circ} 04' 28''$ West along the southeasterly line of the premises and the northwesterly line of said lands now or formerly of Louis & Jean Gallo, T.M. # 60-3-6.1 the distance of 317.88 feet to an iron rod found at or near a stone wall at a point in the northeasterly line of lands now or formerly of Corel Realty, Inc., T.M. # 60-3-3 and being the southwesterly corner of said lands now or formerly of Louis & Jean Gallo, T.M. # 60-3-6.1 and being the southeasterly corner of the premises, thence;
2. North $53^{\circ} 04' 21''$ West along the southwesterly line of the premises, along or near a stone wall and along the northeasterly line of said lands now or formerly of Corel Realty, Inc. T.M. # 60-3-3 the distance of 236.81 feet to a pipe found and being the southwesterly corner of the premises, thence;
3. North $24^{\circ} 50' 15''$ East along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of Corel Realty, Inc., T.M. # 60-3-3 and the southeasterly line of lands now or formerly of Joseph & Michelle Mikita, T.M. # 60-3-2 the distance of 418.00 feet to a point in the southwesterly side of NYS Route 52, being the northeasterly corner of said lands now or formerly of Joseph & Michelle Mikita, T.M. # 60-3-2 and being the northwesterly corner of the premises, thence;
4. South $38^{\circ} 06' 45''$ East along the southwesterly side of NYS Route 52 the distance of 353.80 feet to the northwesterly corner of lands now or formerly of Louis & Jean Gallo, T.M. # 60-3-6.1, the northeasterly corner of the premises and the point or place of BEGINNING.

Parcel II:

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being shown and designated as PARCEL "A" Lands to be conveyed to Costubbs LLC on that certain map entitled "LOT LINE CHANGE PLAN Lands of COSTUBBS LLC and Lands of COREL REALTY, N.Y.S. Routes 52 & 300, Town of Newburgh, Orange County, New York", made by Vincent J. Dole Associates, dated 10-12-2005 and revised on 2-15-2006 and last revised on 3-3-2006 and filed in the Orange County Clerk's Office on March 6th, 2006 as Map # 172-06 and being more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly line of Union Avenue NYS Route 300, said point being the southerly most corner of lands now or formerly of Louis J. Gallo and Jean F. Gallo as acquired in the deed in Liber 2323 of Deeds, Page 74 (Tax Lot 60-3-6.1) and running thence;

1. South $29^{\circ} 11' 02''$ West along the northwesterly line of Union Avenue - NYS Route 300 the distance of 1.75 feet to a point in the northeasterly line of lands now or formerly of Benjamin Harris and Bella Harris as acquired in the deed in Liber 1863 of Deeds, Page 975 (Tax Lot 60-3-26.1), thence;
2. North $62^{\circ} 58' 36''$ West along the common boundary line between said lands now or formerly of Benjamin Harris and Bella Harris and the lands of Corel Realty, Inc. as acquired in Liber 3831 of Deeds, Page 76 (Tax Lot 60-3-1.-1, formerly Tax Lot 60-3-3) the distance of 395.77 feet to a point, thence;
3. North $24^{\circ} 50' 15''$ East through said lands of Corel Realty, Inc. the distance of 71.57 feet to a pipe at the southwesterly corner of lands of Costubbs, LLC as acquired in the deed in Liber 4679 of Deeds, Page 186 (Parcel I therein, Tax Lot 60-3-5), thence;
4. South $53^{\circ} 04' 21''$ East along the common boundary line between Corel Realty, Inc. and Costubbs, LLC (Tax Lot 60-3-5) and then along the southwesterly line of lands now or formerly of Louis J. Gallo and Jean F. Gallo as acquired in the deed in Liber 2323 of Deeds, Page 74 (Tax Lot 60-3-6.1) the distance of 405.61 feet to a point in the northwesterly line of Union Avenue - NYS Route 300 and being the point or place of BEGINNING.

9F

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer *JWO*

DATE: April 5, 2017

RE: CHADWICK LAKE DAM

Attached for Town Board review are two proposals for animal control at the Chadwick Lake Dam. The two proposals are structured differently reflecting each companies approach and experience with pest removal.

The first proposal from Got Wildlife? LLC proposes a monthly fee of \$650 per month to set traps and remove any captured animals. Based on their experience, they are recommending setting traps once a month through November. Total cost is \$5,850.

The second proposal from Wildlife Busters recommends an initial setting of traps and removal of any captured animals. The proposed fee for this is \$969 + \$50 / animal. Subsequent months will require an inspection fee of \$125 / month. Any time additional trapping is required, the monthly fee would be \$969 + \$50 / animal with the \$125 inspection fee waived. Assuming that traps are set every other month and that up to 9 or 10 animals are removed, the cost would be \$4,800.

Based on this analysis, I am recommending that the Town Board accept the proposal from Wildlife Busters at the terms stated in their proposal.

As this requires Town Board action, I am requesting that this item be put on the next available agenda. If you have any questions or comments, please feel free to contact me.

JWO/id

Attachment

cc: R. Petrillo, Comm. of P., R & C
J. Guido, Water Supt.
A. Ciaccio, Water Supply Dept.

Date: 3/20/17

Got Wildlife? LLC
Wildlife Management Services
12 Paddock Place
Newburgh, N.Y. 12550

Mr. Robert Petrillo
Commissioner of Parks and Recreation
311 Route 32
Newburgh, N.Y. 12550

Dear Mr. Petrillo:

Based on your recent inquiry, Got Wildlife? values the opportunity to assist the Town of Newburgh again. We assisted the Parks and Recreation and Water Department in 2012, 2013 and 2015.

Got Wildlife? incorporates "Specialized Licensed Services" governed by the State of New York, New Jersey, Connecticut and Pennsylvania not handled by local Animal Control or Police Departments.

- Our job is to protect and manage the public properties from wildlife encroachment and remove any immediate exposure and danger to the public.
- "Wildlife is unpredictable and we balance wildlife presence vs. property damage.

There is currently a Woodchuck infestation that is damaging the landscape supporting the Chadwick Lake Dam. Woodchucks are a compounding problem that doesn't go away unless physically exhausted and the landscape professionally monitored for new presence.

Your request for Wildlife Management and the frequent monitoring of the following property is feasible.

- **Newburgh Water Department/ Chadwick Lake Dam**

** Licensed, Tagged Trapping. No "live" Trapping Involved
Got Wildlife? guarantees to correct the wildlife presence that is burrowing within the water shed slope.

Woodchuck burrows can be 2-5 feet deep and as much as 60 feet long. There are usually 2 or 3 (but perhaps as many as 5) entrances, possibly including a well-hidden, straight-down "plunge hole". Dens usually found in open fields.

Monthly Trap Sets and Wildlife removal.....\$650.00 (Tax Exempt)

This monthly fee is billed from March to November. 9 consecutive months due to Woodchuck behavior and presence.

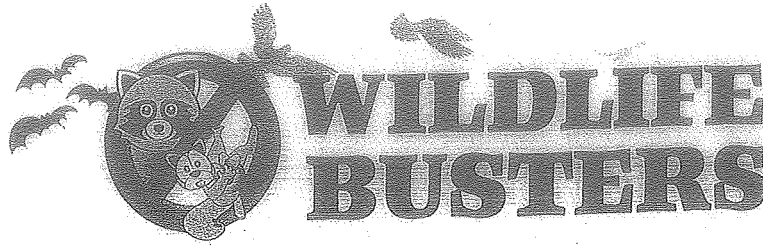
Got Wildlife? is again a preferred "specialized service" outside of the current Animal Control Department. If contracted, The Municipality will now have a licensed resource to manage wildlife exposure.

Please contact me at your earliest convenience to review or answer any questions or concerns.

Thanks

Dan Schwarzbeck/ Owner

GOT WILDLIFE? The Leading Provider of Commercial and Residential Wildlife Management Services in New York, New Jersey, Connecticut and Pennsylvania 1-877-FUR-FIND
www.gotwildlifepro.com



**Providing Professional Humane Solutions to
Human Wildlife Conflicts**

Wildlife Busters® is a full service wildlife management company serving both commercial and residential property owners throughout Westchester, Rockland, Putnam, Dutchess, Orange and Ulster Counties in New York State. We handle all aspects of wildlife management and do so providing professional, humane and effective solutions to human wildlife conflicts. We have worked with many public facilities and property management companies including, but not limited to Spinnaker Property Management, River Management and Archway Properties. We have formed relationships and assist many local police departments in our service areas. Professional references are available upon request. Please visit our website at www.WildlifeBusters.com to view our testimonial section.

Wildlife Busters® was contacted by Robert J Petrillo from the Town of Newburgh, Recreation Department to inspect for woodchuck nuisances at the Chadwick Lake Water Filtration Plant, more specifically, areas surrounding the dam.

Common Nuisance Situations:

Typically a Woodchuck will have 1 to 4 burrows throughout their territory and the multiple burrows attract additional wildlife. If a competitor smells a fellow competitor they will be lured to the potential for food, water and or shelter. Who will you most likely see? Raccoons, skunks, foxes, opossums and other woodchucks. In fact, in some instances, woodchucks will co-domicile with skunks and a few other animals.

In addition, by allowing the nuisance wildlife to establish their territory, you will most likely be inviting generations of offspring onto your property season after season.

Health/Safety Concerns

Woodchucks commonly carry Mange, which can be transmitted to humans.

Description: The term "mange" applies to several skin diseases in mammals that are caused by microscopic burrowing mites. It's a contagious infestation that affects many species, including

**18 Gibbons Lane, New Paltz, NY
Toll free at 1-855-945-1212**

wildlife and domestic animals. Two forms, "sarcoptic mange" (also known as "scabies") and "chorioptic mange" can be transmitted to people.

Causes: New hosts pick up the parasites from direct contact with an infested animal or its nesting area, or when the mites leave an abandoned nest in search of a new host. So, for example, if squirrels are removed from an attic but no one's cleaned up after them, their mites might wander into the home looking for another source of food and shelter (a new host).

Symptoms: A rash that usually looks like pimples, but may look like blisters or an inflammation; it usually appears on the forearms, thighs, and abdomen. Reactions vary. Generally, the mites die off, because they don't do as well on people.

Treatment: Although doctors don't often attempt to kill the mites with drugs, they may offer patients medication to control the itchiness so the patient doesn't scratch constantly, which could invite other infections.

Wildlife Management Services

Wildlife Busters® recommends the following:

- Set-up and break down traps for woodchucks on a daily basis.
- Check/remove trapped woodchucks on each visit and re-set over a period of approximately 5 business days.

Investment:

| | |
|----------------------------|--|
| Trap Set-Up & Re-bait: | \$ 969.00 – (every 5 business days) |
| Woodchuck Removal: | \$50.00 per animal |
| Non -Target Animal Removal | \$50.00 |
| Monthly Inspection: | \$125.00 |
| Tax (.08125%): | \$ |
| Total Investment | \$ to be determined based upon the number of woodchucks removed from the site. Invoices will be sent on a monthly basis. |

*Wildlifebusters will perform monthly site inspections following the initial trapping period. Initial follow up inspection anticipated to commence in April 2017. Monthly inspections to occur through and including October 2017. In the event, it is determined that additional trapping is required during a site inspection conducted within that time frame, then the site inspection fee is included in the \$969 Trap Set-Up and Re-bait.

All materials are included in the pricing.

**18 Gibbons Lane, New Paltz, NY
Toll free at 1-855-945-1212**

This Wildlife Management Control & Removal Contract Proposal is between Wildlife Busters® and Marist College. This proposal represents the costs to be incurred by Marist College for services rendered.

All work to be completed in a professional workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Wildlife Busters® will operate nuisance wildlife control services under the approved guidelines and regulations for New York State's Department of Environmental Conservation. All work will be performed with the greatest of care to the owner's property as well as the humane treatment of the wildlife involved. We are fully licensed & insured in NY.

Authorized Signature: Ben Munger Date 3/7/17
Ben Munger / Owner-Operator

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. 100% of the trap set up and re-bait payment will be due upon the execution of this contract with the remaining balance to be due upon completion of the services described in this contract.

Signature _____ Date 3/7/17
Robert J Petrillo

Wildlife Busters® Policies

1. Non-Target wildlife that is trapped and removed falls under the Wildlife Management Contract. If the service agreement is for one animal you will be charged a fee for additional animals trapped and removed.
2. The client will not be charged additional fees for re-setting or re-baiting traps.
3. There is no guarantee the target wildlife will be trapped. On occasion, circumstances beyond our control prevent trapping. Wildlife may be trap shy from previous trapping, relocate, or die during the trapping process. No refunds will be issued in any of these situations.
4. If within one year of our original service any wildlife reenters the structure through our original patch or repair (ground burrows not included), Wildlife Busters® will trap and remove the wildlife and patch or repair the entry hole for free.
5. The trapping service is complete at the sole discretion of our Wildlife Technician. Our Wildlife Technicians are trained professionals. Let them do their job.

Client Responsibilities

1. Please do not interfere in any way, shape or form with the trapping process. Please don't move, touch or re-bait traps under any circumstances. Your interference will only complicate and prolong the trapping process. Please leave the trapping to the professionals.

18 Gibbons Lane, New Paltz, NY
Toll free at 1-855-945-1212

2. It's the clients' responsibility to notify Wildlife Busters® ASAP when wildlife is in the trap. We want to avoid any cruel and unnecessary harm to wildlife. _____ (Customer's Initials)
3. It's the responsibility of residential clients to notify Wildlife Busters® when planning to be away from home overnight.
4. It is the responsibility of commercial clients to inform Wildlife Busters® of your hours of operation.
5. Stolen or damaged traps are the client's responsibility. The client will be charged replacement costs

Disclaimer

The process (es) used in eradicating, evicting and controlling animal(s) subjects involves equipment that may be hazardous to human beings and animals. Therefore, Wildlife Busters® disclaims any responsibilities for any injuries or damage that may occur to any person(s) or animal(s) as a result of said trap(s) and / or equipment being used. Further the trap(s) themselves and any animal caught in said trap(s) may be hazardous to any person(s) or animal(s) that get too close to said trap(s) or animal(s). Therefore, the owner understands and agrees that Wildlife Busters® will not be responsible for any injuries to any person(s) or animal(s) or for any damages resulting from person(s) and animal(s) getting too close to the said trap(s) whether said trap(s), are empty or there are any animal(s) trapped therein.

The target animal(s) may cause damage to the premises or cause injuries to person(s), animal(s), or property prior to being captured, when captured or being released on the owner's property. It is possible that trapped animal(s) may escape from said trap(s). Any animal(s) caught in said trap(s) may damage or contaminate the area around or under the said trap(s). It is also possible that the animal(s) may escape while being removed from the premises by Wildlife Busters®. Therefore, the owner understands and agrees that Wildlife Busters® will not be responsible for any injuries to person(s), animal(s), or any damage to property caused by the said animal(s) while on the owner's premises.

**18 Gibbons Lane, New Paltz, NY
Toll free at 1-855-945-1212**

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

28 SECOND STREET
TROY, NY 12180
PHONE: (518) 274-5820
FAX: (518) 274-5875

7 AIRPORT PARK BOULEVARD
LATHAM, NY 12110
PHONE: (518) 783-3843
FAX: (518) 783-8101

511 BROADWAY
SARATOGA SPRINGS, NY 12866
PHONE: (518) 584-8886

www.joneshacker.com

PLEASE REPLY TO:

Troy

February 17, 2017

VIA E-MAIL - mtaylor@riderweiner.com

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

Re: Mill Creek Golf Corp. v. Town of Newburgh
Index Nos. 2015-5590 & 2016-4826
Our File No. 5018.126

Dear Mr. Taylor:

Attached please find the proposed Consent Order and Judgment relative to the above-referenced proceedings. There are currently two (2) years pending on the three (3) parcels that are the Mill Creek Golf Course which is a nine (9) hole golf course, driving range, and mixed use building (bar and office building). The current aggregate total FMV of the property is \$1,164,211 in 2015 and \$1,228,889 in 2016. After my review and Molly Carhart's review of the discovery documents provided, including petitioner's appraisals from Valuation Consultants dated September 2010, M&T Bank dated October 3, 2013, and Hilco Real Estate Appraisal, LLC dated January 26, 2016, the current condition of the property (the impact by the by the Rondout West Branch Tunnel Bypass Project), and consideration of the cost of a trial and a trial-ready appraisal, this settlement was negotiated. The proposed settlement reduces the 2015 and 2016 assessments to an aggregate total FMV of \$650,000 in 2015 and 2016. Molly Carhart and I feel that this is a fair settlement.


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

I have attached for your review a copy of the refund liability charts, which show the potential liability versus the proposed settlement refund liability.

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

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

CLD:kah

Attachments

cc: Molly Carhart, Assessor
Gilbert Piaquadio, Supervisor

STATE OF NEW YORK
SUPREME COURT

COUNTY OF ORANGE

In the Matter of the Application of:

MILL CREEK GOLF CORP.

Petitioner,

-against-

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

Respondents.

**CONSENT ORDER
AND JUDGMENT**

Index Nos. 2015-005590
& 2016-004826

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings shall be settled and compromised in the following manner:

1. These special proceedings shall be joined for a single disposition pursuant to §710 of the Real Property Tax Law on consent of counsel.
2. The 2015 and 2016 final assessments on the petitioner's subject properties were fixed by the Assessor of the Town of Newburgh as follows:

| Year | Tax Map No. | Property Location | Property Assessed Value |
|-------------|--------------------|--------------------------|--------------------------------|
| 2015 | 8-1-95.1 | 5530 Route 9W | \$150,800 |
| | 8-1-31.32 | 5530 Route 9W | \$184,900 |
| | 8-1-30.2 | 5530 Route 9W | \$106,700 |
| 2016 | 8-1-95.1 | 5530 Route 9W | \$150,800 |
| | 8-1-31.32 | 5530 Route 9W | \$184,900 |
| | 8-1-30.2 | 5530 Route 9W | \$106,700 |

3. The 2015 and 2016 final assessments on the petitioner's real properties shall be

7. If applicable, corrected or amended property tax bills shall be furnished to petitioner by the Town of Newburgh, the County of Orange, and the Marlboro Central School District, for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

8. The judicial proceedings as to the assessed values of the subject properties in dispute for 2015 and 2016 are being simultaneously compromised, settled and discontinued in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceedings entitled above.

9. Real Property Tax Law §727 shall apply. Acknowledging the applicability of RPTL §727, the petitioner agrees not to file judicial Petitions challenging the assessments of the subject properties in 2017, 2018 and 2019 and also not to file any administrative grievances with the Board of Assessment Review as long as the assessed valuations of the subject properties as agreed to for 2015 and 2016 are not changed for 2017, 2018 and 2019, subject to the exceptions as set forth in Real Property Tax Law §727.

10. This Consent Order will be submitted to the New York State Supreme Court for signature and entry and this proceeding shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any relief it shall deem appropriate for the construction or enforcement of this agreement.

DATED: _____, 2017

Cathy L. Drobny, Esq.
E. Stewart Jones Hacker Murphy LLP
Attorneys for Respondents
28 Second Street
Troy, New York 12180
Tel: (518) 274-5820

DATED: 2/14/, 2017



Robert M. Rametta, Esq.
Rametta & Rametta, LLC
Attorneys for Petitioner
30 Matthews Street, Suite 104
Goshen, New York 10924
Tel: (845) 294-8072

PRESENT: HON. _____
BE IT SO ORDERED AND ADJUDGED.

DATED: _____, 2017
AT: _____, New York

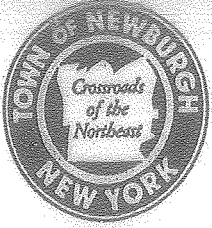
Hon. _____

Mill Creek Golf Corp. v. T/O Newburgh

| Year | Parcel Number | Assessed Value | Claimed AV | Eq. Rate | FMV | Claimed FMV | Difference AV & Reduced AV | Tax Rate | Refund Liability |
|-------|---------------|----------------|------------|----------|--------------|-------------|----------------------------|-----------------|------------------|
| 2015 | 8-1-95.1 | \$ 150,800 | \$ 15,800 | 38.00% | \$ 396,842 | \$ 41,579 | \$ 135,000 | 10.3172 | \$ 1,392.82 |
| | Land only | | | | | | | County | \$ 1,260.93 |
| | | | | | | | | Town | \$ 561.41 |
| | | | | | | | | Highway | \$ 1,280.93 |
| | | | | | | | | Fire-MI | \$ 587.81 |
| 2015 | 8-1-31.32 | \$ 184,900 | \$ 18,490 | 38.00% | \$ 486,579 | \$ 48,658 | \$ 166,410 | 10.3172 | \$ 1,716.89 |
| | Improvement | | | | | | | County | \$ 1,554.30 |
| | | | | | | | | Town | \$ 692.03 |
| | | | | | | | | Highway | \$ 699.92 |
| | | | | | | | | Fire-MI | \$ 63.15 |
| 2015 | 8-1-30.2 | \$ 106,700 | \$ 10,670 | 38.00% | \$ 280,789 | \$ 28,079 | \$ 96,030 | 10.3172 | \$ 990.76 |
| | Land only | | | | | | | County | \$ 896.94 |
| | | | | | | | | Town | \$ 399.35 |
| | | | | | | | | Highway | \$ 403.90 |
| | | | | | | | | Fire-MI | \$ 36.44 |
| | | | | | | | | Sp. Dist | \$ 181.35 |
| | | | | | | | | Library | \$ 7364.00 |
| | | | | | | | | Marlboro School | \$ 7364.00 |
| | | | | | | | | Marlboro School | \$ 7364.00 |
| | | | | | | | | Marlboro School | \$ 7364.00 |
| 2016 | 8-1-95.1 | \$ 150,800 | \$ 15,800 | 36.00% | \$ 418,889 | \$ 43,889 | \$ 135,000 | 10.7266 | \$ 1,448.09 |
| | Land only | | | | | | | County | \$ 1,209.17 |
| | | | | | | | | Town | \$ 646.89 |
| | | | | | | | | Highway | \$ 502.47 |
| | | | | | | | | Fire-MI | \$ 50.95 |
| | | | | | | | | Sp. Dist | \$ 280.75 |
| | | | | | | | | Library | \$ 10,452.95 |
| | | | | | | | | Marlboro School | \$ 10,452.95 |
| | | | | | | | | Marlboro School | \$ 10,452.95 |
| | | | | | | | | Marlboro School | \$ 10,452.95 |
| 2016 | 8-1-31.32 | \$ 184,900 | \$ 18,490 | 36.00% | \$ 513,611 | \$ 51,361 | \$ 166,410 | 10.7266 | \$ 1,785.01 |
| | Improvement | | | | | | | County | \$ 1,490.50 |
| | | | | | | | | Town | \$ 797.40 |
| | | | | | | | | Highway | \$ 619.38 |
| | | | | | | | | Fire-MI | \$ 62.80 |
| | | | | | | | | Sp. Dist | \$ 321.41 |
| | | | | | | | | Library | \$ 12,885.00 |
| | | | | | | | | Marlboro School | \$ 12,885.00 |
| | | | | | | | | Marlboro School | \$ 12,885.00 |
| | | | | | | | | Marlboro School | \$ 12,885.00 |
| 2016 | 8-1-30.2 | \$ 106,700 | \$ 10,670 | 36.00% | \$ 298,389 | \$ 29,839 | \$ 96,030 | 10.7266 | \$ 1,030.08 |
| | Land only | | | | | | | County | \$ 860.12 |
| | | | | | | | | Town | \$ 460.16 |
| | | | | | | | | Highway | \$ 357.42 |
| | | | | | | | | Fire-MI | \$ 36.24 |
| | | | | | | | | Sp. Dist | \$ 185.48 |
| | | | | | | | | Library | \$ 7,435.53 |
| | | | | | | | | Marlboro School | \$ 7,435.53 |
| | | | | | | | | Marlboro School | \$ 7,435.53 |
| | | | | | | | | Marlboro School | \$ 7,435.53 |
| Total | | \$ 442,400 | \$ 44,960 | | \$ 1,228,889 | \$ 124,889 | \$ 397,440 | | |
| | | | | | | | | County | \$ 61,250.94 |
| | | | | | | | | Town | \$ 3,557.25 |
| | | | | | | | | Highway | \$ 3,190.90 |
| | | | | | | | | Fire-MI | \$ 300.82 |
| | | | | | | | Spec. Dist | \$ 1,518.18 | |
| | | | | | | | Library | \$ 61,250.94 | |
| | | | | | | | Marlboro School | \$ 61,250.94 | |

Mill Creek Golf Corp. v. T/O Newburgh Settlement

| Year | Parcel Number | Assessed Value | Reduced AV | Eq. Rate | FMV | Reduced FMV | Difference AV & Reduced AV | Tax Rate | Refund Liability |
|-------|---------------|----------------|------------|----------|--------------|-------------|----------------------------|-----------------|------------------|
| 2015 | 8-1-95.1 | \$ 150,800 | \$ 84,194 | 38.00% | \$ 398,842 | \$ 221,564 | \$ 66,506 | 10.3172 | \$ 687.18 |
| | land only | | | | | | | Town | 9.3402 |
| | | | | | | | | Highway | 4.1586 |
| | | | | | | | | Fire-MI | 4.2050 |
| | | | | | | | | Sp. Dist | 0.3795 |
| | | | | | | | | Library | 1.888450 |
| | | | | | | | | School | 76.684420 |
| | | | | | | | | County | 5.10761 |
| 2015 | 8-1-31.32 | \$ 184,900 | \$ 103,233 | 38.00% | \$ 486,579 | \$ 271,656 | \$ 81,667 | 10.3172 | \$ 842.57 |
| | Improvement | | | | | | | Town | 9.3402 |
| | | | | | | | | Highway | 4.1586 |
| | | | | | | | | Fire-MI | 4.2050 |
| | | | | | | | | Sp. Dist | 0.3795 |
| | | | | | | | | Library | 1.888450 |
| | | | | | | | | School | 76.684420 |
| | | | | | | | | County | 5.10761 |
| 2015 | 8-1-30.2 | \$ 106,700 | \$ 59,573 | 38.00% | \$ 280,789 | \$ 156,770 | \$ 47,127 | 10.3172 | \$ 486.22 |
| | land only | | | | | | | Town | 9.3402 |
| | | | | | | | | Highway | 4.1586 |
| | | | | | | | | Fire-MI | 4.2050 |
| | | | | | | | | Sp. Dist | 0.3795 |
| | | | | | | | | Library | 1.888450 |
| | | | | | | | | School | 76.684420 |
| | | | | | | | | County | 5.10761 |
| Total | | \$ 442,400 | \$ 247,000 | | \$ 1,164,211 | \$ 650,000 | \$ 195,400 | | \$ 3,613.94 |
| | | | | | | | | Marlboro School | |
| 2016 | 8-1-95.1 | \$ 150,800 | \$ 79,763 | 38.00% | \$ 418,889 | \$ 221,564 | \$ 71,037 | 10.7266 | \$ 761.99 |
| | land only | | | | | | | Town | 8.9568 |
| | | | | | | | | Highway | 4.7918 |
| | | | | | | | | Fire-MI | 3.7220 |
| | | | | | | | | Sp. Dist | 0.3774 |
| | | | | | | | | Library | 1.931450 |
| | | | | | | | | School | 77.429260 |
| | | | | | | | | County | 5.50034 |
| 2016 | 8-1-31.32 | \$ 184,900 | \$ 97,800 | 36.00% | \$ 513,611 | \$ 271,656 | \$ 87,100 | 10.7266 | \$ 934.29 |
| | Improvement | | | | | | | Town | 8.9568 |
| | | | | | | | | Highway | 4.7918 |
| | | | | | | | | Fire-MI | 3.7220 |
| | | | | | | | | Sp. Dist | 0.3774 |
| | | | | | | | | Library | 1.931450 |
| | | | | | | | | School | 77.429260 |
| | | | | | | | | County | 5.50034 |
| 2016 | 8-1-30.2 | \$ 106,700 | \$ 56,437 | 36.00% | \$ 296,389 | \$ 156,770 | \$ 50,283 | 10.7266 | \$ 539.15 |
| | land only | | | | | | | Town | 8.9568 |
| | | | | | | | | Highway | 4.7918 |
| | | | | | | | | Fire-MI | 3.7220 |
| | | | | | | | | Sp. Dist | 0.3774 |
| | | | | | | | | Library | 1.931450 |
| | | | | | | | | School | 77.429260 |
| | | | | | | | | County | 5.50034 |
| Total | | \$ 442,400 | \$ 234,000 | | \$ 1,228,889 | \$ 650,000 | \$ 208,400 | | \$ 3,891.83 |
| | | | | | | | | Marlboro School | |
| | | | | | | | | County | \$ 4,251.40 |
| | | | | | | | | Town | \$ 3,691.67 |
| | | | | | | | | Highway | \$ 1,811.20 |
| | | | | | | | | Fire-Or | \$ 1,597.52 |
| | | | | | | | | Spec. Dist | \$ 152.80 |
| | | | | | | | | Library | \$ 771.52 |
| | | | | | | | | Marlboro School | \$ 31,120.39 |



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

914-564-4554
Fax 914-566-1432

Town Clerk

DATE: 3/28/2017
TO: G. Canfield
FROM: ANDREW J. ZARUTSKIE, TOWN CLERK
RE: PROPOSED ROAD NAME

ATTACHED IS A REQUEST FOR APPROVAL OF A ROAD NAME.

PLEASE REVIEW AND MAKE THE NECESSARY EVALUATIONS. WE WILL NOT RECOMMEND SUBMISSION FOR TOWN BOARD ACTION UNTIL WE RECEIVE YOUR DECISION. OUR OFFICE WILL NOTIFY THE APPLICANT AND ALL INTERESTED DEPARTMENTS OF THE BOARD'S ACTION.

IN ADDITION, PLEASE COMPLETE THE BOTTOM OF THIS FORM AND THEN RETURN TO THIS OFFICE.

DECISION: Approved DATE: 4/3/17

ACCEPTABLE ROAD NAME: Rock Ridge rd.

SECTION 3 BLOCK 1 LOT 35.22

PARCEL NUMBERS: _____ TO _____

FIRE DISTRICT: Plattekill Fire Dept.

LOCATION OF ROAD Forest rd.

SUB-DIVISION NAME lands of Marguerita Dichiara

CODE COMPLIANCE SUPERVISOR

Marguerite M. DiChiaro
2051 Apt2 Rte 300
Wallkill,N.Y. 12589
845-527-4231

March 28, 2017

Mr. Andrew J. Zarutskie
Town of Newburgh
#1496 Rte 300
Newburgh,N.Y.12550

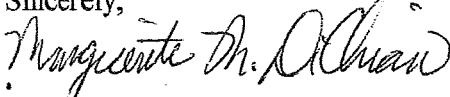
Dear Mr. Zarutskie:

Please see attached letter in reference to list of names proposed for Private Road name.

If any questions please contact myself Marguerite M. DiChiaro 845-527-4231 or

Zachary A. Peters, P.E. 845-744-3620 zachary@peterspe.com

Sincerely,


Marguerite M. DiChiaro

Alphonse Mercurio, L.S.
William G. Norton, L.S. (NY & PA)

John Tarolli, P.E., L.S.

Lawrence J. Marshall, P.E.
Kenneth W. Vriesema, L.S.

April 14, 2015

Town Board
Town of Newburgh
PO Box 247
Walkill, New York 12589-0247

Re: Job No. 3720
Lands of Marguerite DiChiaro
Tax Map Parcel: 3-1-35.22
Town of Newburgh, Forest Road
3-Lot Residential Subdivision
Newburgh Project No. 2014-20

Dear Board Members:

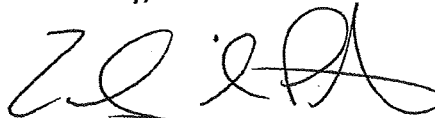
Enclosed please find one (1) copy of the site plan for the above-captioned project.

Based upon conversations with the Building Department, the proposed Common Driveway serving Lots 1 & 2 will require a Private Road name due to 911 addressing on Forest Drive. Please review the following list of names proposed by the applicant, with the most preferred at the top:

1. Rock Ridge Road
2. Stone Ridge Road
3. Rock Hill Road
4. Stone Hill Road
5. Granite Ridge Road

If you have any questions or concerns, please feel free to contact me at (845) 744-3620 or by email at zpeters@mnt-pc.com.

Sincerely,



Zachary A. Peters, P.E.

ZP/zp
Enc.

cc: Marguerite DiChiaro
Town of Newburgh Planning Board



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Piaquadio
RA

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor
Town Board
Ron Clum, Town Accountant

From: Charlene M Black, Personnel

Date: April 3, 2017

Re: Seasonal Workers

C

The following people have been interviewed for Seasonal:

John Coluricello (May 4, 2017 until November 4, 2017 20 hours a week
Nicholas Ponesse (Full time seasonal May until August) 40 hrs a week

If approved they will need to complete their paperwork, be fingerprinted and Drug and Alcohol tested. If you would like to see their full application, please come to my office and I will have them readily available. A start date on or after May 4, 2017 for John and May 18, 2017 for Nicholas.



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Charlene Black, Personnel Department
FROM: Todd DePew, Highway Superintendent
DATE: March 28, 2017
RE: Seasonal Employees

I am recommending the following candidates for seasonal work at the Town of Newburgh Highway Department. Their titles will be seasonal laborer and the rate of pay will be \$12.00 per hour, with a tentative start date as follows. Thank you.

Nicholas Ponesse – May 18, 2017 to August 10, 2017 - 40 hrs per week

John Colurciello – May 4, 2017 to November 4, 2017, - 20 hrs per week

TD:ch
cc: Ron Clum, Accounting Dept

MAIL OR DELIVER TO:
DEPARTMENT OF HUMAN RESOURCES
 30 MATTHEWS STREET, SUITE 205
 GOSHEN, NY 10924
 TELEPHONE: (845) 291-2707

Carefully read the appropriate examination announcement before completing this application. This application is part of your examination and must be filled out completely and accurately. Answer all questions fully and carefully. Print legibly in ink or typewrite. Attach additional sheets if necessary in order to give complete and detailed information.

1. If you are filing for more than one examination on this application be sure that they are all **SCHEDULED TO BE HELD ON THE SAME DATE** (check the announcement for each examination). If you wish to file for examinations being held on different dates, submit a separate application for each date.

| Exam #s | Exam Date | Titles | Personnel Use Only | | | |
|---------|-----------|--------|--------------------|---|---|---|
| | | | #1 | A | C | D |
| | | | #2 | A | C | D |
| | | | #3 | A | C | D |
| | | | #4 | A | C | D |
| | | | #5 | A | C | D |

2. SOCIAL SECURITY NUMBER



3. FULL NAME/LEGAL RESIDENCE*

COLUCCIELLO JOHN P.
 Last name First Name Initial

332 THIRD ST.
 Street Address

NEWBURGH N.Y. 12550
 City State Zip Code

Mailing Address (if different from legal residence)

Phone # 845-564-6092

NOTIFY THIS DEPARTMENT IMMEDIATELY OF ADDRESS CHANGES

4. RESIDENCY: State your permanent legal residence and indicate how long you have resided there continuously, up to and including the date of this application. THIS SECTION WILL DETERMINE YOUR ELIGIBILITY (IF ANY) FOR CERTIFICATION ON A RESIDENT LIST.

| | YRS | MOS |
|---------------------------------|-----|-----|
| VILLAGE OF _____ | | |
| TOWN OF <u>NEWBURGH</u> | 62 | 5 |
| COUNTY OF <u>ORANGE</u> | 62 | 5 |
| STATE OF <u>NEW YORK</u> | 62 | 5 |
| SCHOOL DISTRICT <u>NEWBURGH</u> | 62 | 5 |

5. SPECIAL ARRANGEMENTS: Check box below if you need special accommodations to participate in the exam:

Religious Observer – for religious reasons cannot be tested on date of examination.

Other _____ (requires supporting documentation)

Disabled Persons – under remarks indicate type of assistance required

6. VETERANS CREDITS: If you are serving, or have served, in the armed forces of the United States on a full-time active duty basis during wartime, you may be eligible to receive credits as a Disabled or Non-Disabled Veteran.

YES, I WISH TO CLAIM CREDITS AS A NON-DISABLED VETERAN, PLEASE SEND APPLICATION

YES, I WISH TO CLAIM CREDITS AS A DISABLED VETERAN, PLEASE SEND APPLICATION

NO, I DO NOT WISH TO CLAIM VETERANS CREDITS

7. Have you any loans made or guaranteed by the New York State Higher Education Services Corporation which are currently outstanding? YES NO If so, are you presently in default on any such loan? YES NO

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: John Colurciello

DEPARTMENT: HIGHWAY

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$12⁰⁰/₁₀₀

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5110.100

PROPOSED HIRE DATE: May 4, 2017 to November 4, 2017

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

Todd DePew / ch
DEPARTMENT HEAD SIGNATURE

3-23-17
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

ORANGE COUNTY APPLICATION FOR EXAMINATION/EMPLOYMENT

MAIL OR HAND DELIVER TO:

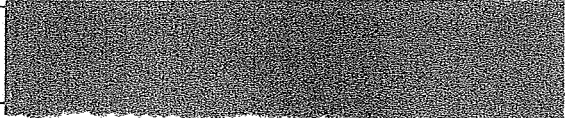
DEPARTMENT OF HUMAN RESOURCES
30 MATTHEWS STREET, SUITE 205
GOSHEN, NY 10924
TELEPHONE: (845) 291-2707

Carefully read the appropriate examination announcement before completing this application. This application is part of your examination and must be filled out completely and accurately. Answer all questions fully and carefully. Print legibly in ink or typewrite. Attach additional sheets if necessary in order to give complete and detailed information.

1. If you are filing for more than one examination on this application be sure that they are all SCHEDULED TO BE HELD ON THE SAME DATE (check the announcement for each examination). If you wish to file for examinations being held on different dates, submit a separate application for each date.

| Exam #s (if applicable) | Exam Date (if applicable) | Exam Name/Title of Position | Human Resources Use Only |
|----------------------------|------------------------------|-----------------------------|-----------------------------|
| | | | #1 A C D |
| | | | #2 A C D |
| | | | #3 A C D |
| | | | #4 A C D |
| | | | #5 A C D |

2. SOCIAL SECURITY NUMBER



3. FULL NAME/LEGAL RESIDENCE*

Ponessa Nicholas M
Last name First Name Initial

21 Holiday Park
Street Address

Newburgh NY 12550
City State Zip Code

Mailing Address (if different from legal residence)

Phone # 845-567-1608

NOTIFY THIS DEPARTMENT IMMEDIATELY OF ADDRESS CHANGES

4. RESIDENCY: State your permanent legal residence and indicate how long you have resided there continuously, up to and including the date of this application. THIS SECTION WILL DETERMINE YOUR ELIGIBILITY (IF ANY) FOR CERTIFICATION ON A RESIDENT LIST.

YRS MOS

VILLAGE OF _____

TOWN OF Newburgh

COUNTY OF Orange

STATE OF NY

SCHOOL DISTRICT Valley Central

| | |
|----|---|
| | |
| 20 | 7 |
| | |
| | |

5. SPECIAL ARRANGEMENTS: Check box below if you need special accommodations to participate in the exam:

Religious Observer – for religious reasons cannot be tested on date of examination.

Other _____
(requires supporting documentation)

Disabled Persons – under remarks indicate type of assistance required

6. VETERANS CREDITS: If you are serving, or have served, in the armed forces of the United States on a full-time active duty basis during wartime, you may be eligible to receive credits as a Disabled or Non-Disabled Veteran.

YES, I WISH TO CLAIM CREDITS AS A NON-DISABLED VETERAN, PLEASE SEND APPLICATION

YES, I WISH TO CLAIM CREDITS AS A DISABLED VETERAN, PLEASE SEND APPLICATION

NO, I DO NOT WISH TO CLAIM VETERANS CREDITS

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Nicholas Ponesse

DEPARTMENT: Highway

TITLE OF POSITION: Labeler

FULL TIME OR PART TIME: Seasonal Labeler

HOURLY RATE: \$12.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5110.100

PROPOSED HIRE DATE: May 18, 2017 to Aug. 10, 2017

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


DEPARTMENT HEAD SIGNATURE

3/28/17
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010



Town of Newburgh

Department of Public Works

311 Route 32

Newburgh, NY 12550

To: Gil Piaquadio, Supervisor and Town Board Members
Jim Osborne, Town Engineer

From: Jeff Guido, Water / Sewer Superintendent

Date: March 29, 2017

Subject: Spring Hydrant Flushing

The Town of Newburgh Water Department will be conducting its Spring Fire Hydrant Flushing Program starting on Monday, May 1, 2017 and will continue for two weeks until completion on or before Friday, May 13, 2017.

Pending Town Board approval, please notify Andrew Zarutskie, Town Clerk to publish notices in the Town's official newspapers.