

# **WORKSHOP MEETING AGENDA**

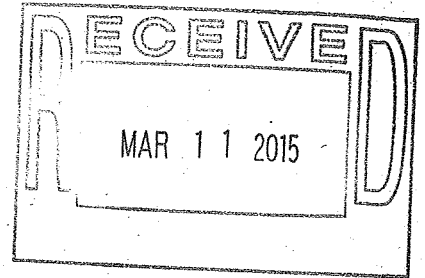
Wednesday, April 15, 2015

7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. DPW:
  - A. Hydrant Flushing
  - B. Water Distribution Materials Bid
7. ENGINEERING:
  - A. Rockwood Drainage: Selection of Attorney
  - B. Thruway Drainage
  - C. Golden Vista Outside User Agreement
  - D. Release of Securities: Brighton Green
    - i. Storm Water
    - ii. Landscaping
8. ANIMAL CONTROL:
  - A. Spay/Neuter Clinic
  - B. T-94 Withdrawal
9. ZONING:
  - A. Signs
  - B. Hiring of a Sign Consultant for Shopping Centers
10. POLICE: Budget Transfer
11. RESOLUTIONS:
  - A. OTB
  - B. 2% Tax Cap
12. TRAFFIC SAFETY COMMITTEE: Stop Sign on Chestnut Lane
13. HIGHWAY DEPARTMENT: Approval of Leaf and Brush Pick Up
14. PERSONNEL: Handbook Changes
15. ACCOUNTING:
  - A. Budget Transfer
  - B. Change of Pay Week
  - C. Direct Deposit
16. POTENTIAL EXECUTIVE SESSION: Possible Litigation in regard to Delaware Water Tap
17. ADJOURNMENT

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

7A



**MEMORANDUM**

**TO:** Gil Piaquadio, Town Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** March 11, 2015  
**RE:** H \ ROCKWOOD DRIVE S.D. DRAINAGE DISTRICT

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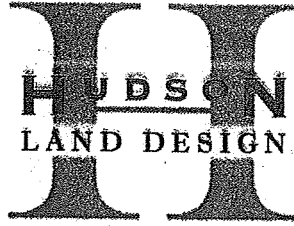
I have forwarded to each of you a copy of the *Petition to the Town of Newburgh Town Board for the Establishment of a Drainage District* and the Map Plan & Report. As you may recall from the Zoning Map Change for this project, the Town Board had to select an alternate attorney. You will also need to do this for the Drainage District.

I recommend that the Town Board make a selection and solicit a letter proposal for the legal tasks associated with Establishing a Drainage District.

For your information, I have already notified the developer's representative that an escrow deposit of \$1500 is required to proceed with this work.

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

JWO/id



*Civil & Environmental Engineering Consultants*  
174 Main Street, Beacon, New York 12508  
Phone: 845-440-6926 Fax: 845-440-6637  
[www.HudsonLandDesign.com](http://www.HudsonLandDesign.com)

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June 17, 2014

Wayne C. Booth, Supervisor  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

Re: Rockwood Drive Subdivision (Town Project #2011-19)  
Tax ID: 75-1-36.2  
Proposed Drainage District

Dear Supervisor Booth:

With respect to the above referenced project, enclosed please find a petition from the Owner for establishment of a drainage district along with the required Map, Plan and Report and all related easement declarations and dedication paperwork.

Should you have any questions or require additional information, please feel free to call me at 845-440-6926.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon D. Bodendorf".

Jon D. Bodendorf, P.E.  
Principal

cc: John Page, Jr.  
Daniel G. Koehler, P.E. (HLD File)

**PETITION  
TO THE TOWN BOARD  
OF THE TOWN OF NEWBURGH  
FOR THE ESTABLISHMENT OF A DRAINAGE DISTRICT**

TO: THE TOWN BOARD OF THE TOWN OF NEWBURGH  
ORANGE COUNTY, NEW YORK:

The undersigned, being the owner(s) of all of the taxable real property situated in the proposed drainage district described below in the Town of Newburgh, New York and owning in the aggregate at least one-half (1/2) of the assessed valuation of all of the taxable real property in the proposed drainage district as shown upon the latest completed assessment roll of the Town of Newburgh and including the resident owners, if any, of the taxable real property aggregating at least one-half (1/2) of all the taxable real property of the proposed drainage district owned by resident owners, according to the latest completed assessment roll of the Town, do(es) hereby petition your Honorable Board as follows:

1. Petitioner petitions, pursuant to Town Law Article 12, the Town Board to establish a drainage district in the Town of Newburgh, County of Orange, State of New York, which proposed drainage district is bounded and described in the annexed Schedule "A".
2. Petitioner requests that said Drainage District be initially known as the JPJR Holdings, LLC Subdivision Drainage District
3. Said described territory is outside of any incorporated village or city and totally within the Town of Newburgh. The formation of the proposed drainage district is requested in conjunction with a proposed eleven (11) lot subdivision of property designated on the Town of Newburgh Tax Map as Section 75, Block 1, Lot(s) 36.2, which subdivision is known as JPJR Holdings, LLC Subdivision, and is located in the R3 Zoning District of the Town of Newburgh.
4. The maps and plans annexed hereto and made a part of this petition show the boundaries of the proposed drainage district sufficiently to identify the lands as in a deed of conveyance,



including the construction of proposed drainage facilities, and the location and a general plan thereof and, further, identify the property proposed to be conveyed and dedicated for the proposed district's drainage purposes as in a deed of conveyance.

5. The said map and plans have been prepared by Hudson Land Design, PC having an address at 174 Main Street, Beacon, New York 12508, competent engineers fully licensed by the State of New York.

6. The improvements in the proposed drainage district shall be constructed at the expense of a petitioning owner of taxable real property in the district and dedicated to the Town of Newburgh on behalf of the district and accordingly, this petition does not request the construction or acquisition of an improvement, and accordingly the maximum amount proposed to be expended for construction or acquisition is \$0.00.

7. This petition does propose the provision of repair and maintenance of dedicated drainage improvements of the proposed drainage district at a maximum amount of \$5,500 to be expended annually. Such expense shall be assessed, levied and collected from the several lots and parcels of land within the proposed drainage district so much upon and from each as shall be in just proportion to the amount of benefit which the Town Board shall determine confers upon the improvement. The annual cost to each homeowner in the proposed drainage district is estimated to be \$500.

8. The assessed valuation of all the taxable real property situate in the proposed drainage district, as such valuations appear upon the latest completed assessment roll of the Town of Newburgh is \$[REDACTED]. The assessed valuation of all the taxable real property situate in the proposed drainage district owned by resident owners thereof, as such valuations appear upon the latest completed assessment roll of the Town of Newburgh is \$[REDACTED].

9. All of the petitioners are owners, including resident owners, of real property situate in the proposed drainage district, which property according to the latest completed assessment roll of the Town of Newburgh, shows the assessed valuations respectively set out next to the names of

the petitioners below:

Name and Address of Resident Petitioner(s) Owning Property in Proposed	Assessed Valuation of Property on Last Assessment Roll	Tax Map No.
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Drainage District

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Name and Address of Non-Resident  
Petitioner(s) Owning Property in Proposed  
Drainage District**

JPJR Holdings, LLC  
1456 Route 55  
LaGrangeville, NY 12540

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Assessed Valuation of Property  
on Last Assessment Roll**

\$ 99,700.00

\$ \_\_\_\_\_

**Tax Map No.**

75-1-36.2

\_\_\_\_\_

WHEREFORE, petitioner(s) respectfully request(s) that the Town Board of the Town of Newburgh establish the JPJR Holdings, LLC Subdivision Drainage District hereinabove proposed and described and that a public hearing thereon be held in accordance with law.

**Names and Addresses  
of Petitioners Owning  
Property in Proposed  
Extension**

**Date**

**Signature**

**Title**

JPJR Holdings, LLC

1456 Route 55

LaGrangeville, NY 12540

\_\_\_\_\_  \_\_\_\_\_

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

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

LIETTE RANCOURT  
NOTARY PUBLIC, State of New York  
Reg. No. 5008321  
Residing in Dutchess County  
Commission Expires Dec. 28, 19  
2019

On the 12 day of June in the year 2012 before me, the undersigned, personally appeared John Page Jr 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.

Liette Rancourt  
Notary Public

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

On the        day of        in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ 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        day of        , in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ 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        day of        , in the year 200\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ 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

**BOARD OF ASSESSMENT REVIEW**

**TOWN OF NEWBURGH**

1496 Route 300

Newburgh, NY 12550

Gerard J. Amoroso, Chairman  
Louis P. Fortunato, Joseph James  
Joseph Lecaroz, William R. Wiseman, Jr.

Dear Taxpayer:

The Board of Assessment Review for the Town of Newburgh has met to hear complaints of aggrieved taxpayers on their proposed 2012 property assessment.

After a great deal of consideration was given to your complaint and the data which you submitted to justify a reduction, the Board determined that the 2012 assessment be:

TAX MAP NUMBER: 75-1-36.2 ASSESSMENT: \$99,700

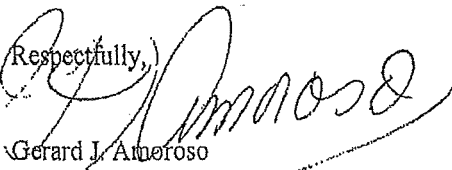
REASON FOR DECISION:

- A)  The proof of valuation you presented was adequate to warrant a reduction to the above assessment.
- B)  Insufficient data was supplied to act on your complaint.
- C)  Your supporting information was insufficient to warrant a reduction.
- D)  Sales were not comparable to your property.
- E)  The written appraisal was incomplete.
- F)  The income and expense statement was incomplete. (income producing property)
- G)  The construction cost details were incomplete.
- H)  Additional information received from other Town departments' supports current assessment.
- I)  The properties you submitted were not comparable to your property.
- J)  Authorization certificate incomplete.
- K)  Unable to act on your request for review. Form filed after date of the hearings or inaccurately filed.
- L)  Your complaint has been dismissed because of your (or your representative's) willful neglect or refusal to attend this Board's hearing or to be examined concerning your complaint or to answer questions relevant to your complaint. Where the court finds that a dismissal is warranted no assessment can be granted.
- M)  Ratification of Stipulations
- N)  Other Tentative Value \_\_\_\_\_ does not warrant further reduction.

We sincerely hope that you are satisfied with our determination. However, if you are dissatisfied with our determination, you may seek judicial review under Article 7 of the Real Property Tax Law, or in the following manor.

If you are the owner of a one, two or three family residential structure and reside at such residence, you may seek Small Claims Assessment Review pursuant to Title one-A of Article 7 of the Real Property Tax Law. Small Claims Review petitions may be obtained at The Orange County Clerk's Office, Main Street, Goshen, NY.

Petitions for Judicial Review MUST BE FILED WITHIN 30 DAYS after the final completion and filing of the Final Assessment Roll (July 1<sup>st</sup>) in the Town of Newburgh or until the notice of filing is published, whichever is later.

Respectfully,  
  
Gerard J. Amoroso  
Chairman

SCHEDULE "A"

METES AND BOUNDS DESCRIPTION OF  
PROPOSED DRAINAGE DISTRICT'S BOUNDARIES

SCHEDULE "A"

SECTION 75 BLOCK 1 LOT 36

ALL THAT piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange, State of New York, and being designated as LOT NO. 2 on a map entitled "LOT LINE CHANGE PLAN, LANDS OF G&L REALTY" dated February 28, 2003 and filed in the Orange County Clerk's office May 9, 2003 as Map No. 144-03 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the westerly line of the existing Rockwood Drive (West) with the northerly line of the existing Chestnut Lane, said point being North 74 degrees 20 minutes 00 seconds East 368.77 feet and South 89 degrees 55 minutes 00 seconds East 85.57 feet from the point of intersection of said northerly line of Chestnut Lane with the easterly line of N.Y.S. Route 32, North Plank Road; thence, from said point of beginning and along said northerly line of Chestnut Lane, North 89 degrees 55 minutes 00 seconds West 85.57 feet and South 74 degrees 20 minutes 00 seconds West 136.93 feet to a point on the division line between Lot No. 1 of the above mentioned map on the west and south, and the parcel herein described on the east and north; thence, along the last said division line, the following (4) courses,

- (1) North 8 degrees 26 minutes 00 seconds West 32.01 feet;
- (2) North 9 degrees 17 minutes 00 seconds West 178.40 feet;
- (3) North 17 degrees 44 minutes 00 seconds West 123.99 feet and
- (4) South 72 degrees 16 minutes 00 seconds West 230.00 feet to a point in the easterly line of N.Y.S. Route 32, North Plank Road; thence, along the last said line, North 17 degrees 44 minutes 00 seconds West 87.10 feet and North 19 degrees 54 minutes 00 seconds West 226.10 feet to a point on the division line between the individual lands now or formerly of Bell and Barclay Manor Association on the northwest and north, and the parcel herein described on the southeast and south; thence, along the last said division line, the following four (4) courses,

- (1) North 59 degrees 58 minutes 00 seconds East 245.00 feet;
- (2) North 72 degrees 14 minutes 00 seconds East 149.20 feet;
- (3) North 48 degrees 55 minutes 00 seconds East 92.10 feet; and
- (4) North 30 degrees 00 minutes 00 seconds East 318.93 feet to a point on the division line between the lands now or formerly of Benziger on the northeast and the parcel herein described on the Southwest; thence along the last said division line, South 64 degrees 43 minutes 30 seconds East 133.07 feet to a point on the division line between the lands now or formerly of G&L Realty on the east, southeast and northeast, and the parcel herein described on the west, northwest and southwest; thence, along the last said division line, the following three (3) courses,

- (1) South 9 degrees 50 minutes 00 seconds West 103.75 feet;
- (2) South 36 degrees 37 minutes 00 seconds West 101.99 feet and

- (3) South 64 degrees 43 minutes 30 seconds East 150.00 feet to a point in the northwesterly line of the aforesaid Rockwood Drive (West); thence, along the northwesterly and westerly lines of Rockwood Drive (West), the following three courses,
- (1) South 36 degrees 37 minutes 00 seconds West 104.97 feet;
  - (2) South 9 degrees 50 minutes 00 seconds West 307.04 feet and
  - (3) South 5 degrees 58 minutes 20 seconds West 329.50 feet to the point or place of beginning, containing 8.85 acres of land more or less.

SUBJECT TO ...

See drainage easement and appurtenances Orange County map no. 3658

See grants to Central Hudson Gas & Electric Corp. and New York Telephone Company  
in

Liber 1127 page 28

Liber 1136 page 409

Liber 1186 page 343

Liber 1674 page 533

RESERVING ...

A 50 foot by 50 foot turnaround easement easterly of the division line between Lot No. 1, lands to be retained by G & L Realty, on the west and Lot No. 2, lands to be conveyed to Patrick Page et al., on the east.

BEING a portion of the premises described in a deed from Leonard Bell and Gladys F. Bell to G & L Realty Co. dated April 18, 1994 and recorded in the Orange County Clerk's office on May 23, 1994 in Liber 4038 at Page 14.

BEING a portion of the premises conveyed in a deed dated July 7, 2003 made by G&L Realty a/k/a G&L Realty Co. to J&P Page Ventures, LLC and recorded in the office of the Orange County Clerk on July 9, 2003 in Liber 1113 of Deeds at Page 321.





IRREVOCABLE OFFER OF DEDICATION  
(Drainage District Facilities)

This Offer of Dedication made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from JPJR Holdings, LLC, a *domestic corporation/limited liability company* with principal offices at 1456 Route 55, LaGrangeville, New York, 12540 (hereinafter referred to as "Grantor"), to the TOWN OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York having its principal offices located at Town Hall, 1496 Route 300, Newburgh, New York, (hereinafter referred to as the "Town of Newburgh" or the "Town").

WITNESSETH

WHEREAS, JPJR Holdings, LLC, is the owner in fee of certain real property located in the Town of Newburgh as shown on a certain plan of subdivision entitled "Subdivision of lands of JPJR Holdings, LLC, Town of Newburgh, Orange County, New York", prepared by Daniel G. Koehler, P.E., (hereinafter the "Subdivision Plat"), which Subdivision Plat is intended to be filed in the Orange County Clerk's Office simultaneously with the recording of this instrument, and

WHEREAS, the Town of Newburgh Planning Board has heretofore granted the Subdivision Plat conditional final subdivision approval conditioned, among other things, upon the Grantor dedicating certain drainage improvements to the Town of Newburgh as shown on the subdivision plat, and

WHEREAS, the Town of Newburgh Town Board has been petitioned by Grantor to establish a drainage district to be known as JPJR Holdings, LLC Subdivision Drainage District to operate and maintain said drainage improvements; and

WHEREAS, the Grantor wishes to make an irrevocable offer of dedication of the proposed public drainage improvements as shown on said Subdivision Plat.

NOW THEREFORE, the undersigned Grantor covenants and warrants that it is seized of title to said premises in fee simple and has good and unencumbered right to convey same and does hereby irrevocably offer to convey and dedicate to the Town of Newburgh the following:

1. All its right, title and interest in and to certain premises situate, lying and being in the Town of Newburgh, Orange County, New York and shown on the above described subdivision plat as more particularly described in Schedule "A" annexed hereto and made a part hereof for public drainage purposes.
2. Together with perpetual drainage easements, as more particularly and definitely depicted on the Subdivision Plat and described in Schedule "B" annexed hereto and made a part hereof. The said perpetual drainage easements are granted for the diversion and discharge of drainage waters and for related drainage purposes, including but not limited to constructing, excavating, laying, installing, reconstructing, operating, maintaining, repairing, replacing, and relocating drainage facilities including drywells, basins, ponds, drainage lines, pipes, culverts, gutters, ditches, mains, ducts and trenches, and any necessary or incidental appurtenances thereto, to be either above or below ground level, together with the right for such purposes to enter onto and over said premises, to use equipment within said premises, to temporarily cart, haul and store materials for said drainage purposes, to trim, cut and remove any trees, limbs, roots, shrubs, underbrush, debris, structures, fences, obstructions or other objects located within the easement premises and to conduct grading, slope stabilization and erosion control measures.

Grantor covenants to deliver to the Town of Newburgh one or more duly executed deeds and/or easements in proper form for recording so as to convey proper title to the lands described herein, such instruments to be held by the Town until such time as the improvements of such property have been constructed in accordance with applicable law, rule and regulation and the Town Board determines to accept dedication or until such time as the Town may otherwise decide to accept such instruments of conveyance when such instruments shall be placed on record in the Office of the Clerk of the County of Orange.

Grantor further covenants that it will comply with the general notes on the Plat and that

it, its successors and/or assigns will maintain and repair all proposed drainage structures and improvements, until the same are accepted for dedication by the Town.

These irrevocable offers of dedication shall continue indefinitely and may be accepted by the Town of Newburgh at any time, it being the intent that if said offer is to be accepted, it will be accepted, at the discretion of the Town only after the proper completion of the improvements to be constructed by the Grantor therein and thereon and upon delivery by Grantor of such other documents, certifications and securities as the Town of Newburgh requires pursuant to its Code for the acceptance of the dedication of public improvements. Notwithstanding the foregoing, in the event the Grantor fails to complete the improvements within the time period specified in New York State Town Law as the maximum period for performance securities for public improvements, the Town Board may elect to accept the offer and proceed to complete the improvements utilizing the posted performance security. The acceptance shall be in the form of a Town Board Consent and the Grantor hereby authorizes the Town to record conveyances delivered herewith at any time thereafter. At the time of acceptance of this offer by the Town of Newburgh, title to the premises shall be good and marketable and free from all liens and encumbrances. Grantor agrees to furnish at its expense a policy of title insurance in the minimum amount of \$35,000.00. Grantor agrees to obtain good and valid releases of all owners, mortgagees, lienors and others required to consent to such dedications, at its expense, subject to approval by the Town's attorney. Grantor further hereby covenants to pay all costs and expenses incurred by the Town of Newburgh to clear and accept fee simple title to the premises herein offered, including without limitation the costs and expenses of Eminent Domain proceedings, if necessary to acquire proper title. It is expressly understood that the receipt of these irrevocable offers of dedication by the Town of Newburgh, and/or the recording thereof, does not constitute any actual acceptance by the Town of Newburgh of the offer herein contained.

Pursuant to applicable provisions of law, the Grantor, on behalf of its heirs, successors and assigns hereby waives any claim for damages in the event the Town shall lay out, by Eminent Domain or otherwise, any public improvement or easement over the lands hereby

offered for cession and dedication.

If the Grantor is a *corporation/limited liability company*, these irrevocable offers of cession are made and executed pursuant to the resolution of the *Board of Directors/members of Grantor corporation/limited liability company* and are made in the regular course of business of the corporation/limited liability company and do not constitute all, or substantially all of the assets of said corporation.

This offer shall run with the land and shall be binding upon the heirs, successors and assigns of the Grantor.

IN WITNESS WHEREOF, Grantor has executed this Offer of Dedication the day and year first above written.

By: \_\_\_\_\_

*John Page Jr.*

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

On the 12 day of June, in the year 2014 before me, the undersigned, personally appeared John Page Jr. 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.

*Liette Rancourt*

Notary Public

F:\Wp51\TON\DrainageDistrictOfferOfDedication.doc

LIETTE RANCOURT  
NOTARY PUBLIC, State of New York  
Reg. No. 5006321  
Residing in Dutchess County  
Commission Expires Dec. 28, 15

*2014*



## STORM DRAINAGE EASEMENT

This Indenture made as of \_\_\_\_\_, 2014, by and between JPJR Holdings, LLC, a limited liability company with an address at 1456 Route 55, LaGrangeville, New York 12540 ("Grantor") and the TOWN OF NEWBURGH, a municipal corporation with its principal offices located at Town Hall, 1496 Route 300, Town of Newburgh, County of Orange, State of New York 12550 ("Grantee").

### WITNESSETH

The Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and release unto the Grantee, its successors or assigns forever, a permanent easement for the purpose of constructing, operation and maintenance of drainage facilities, and such other utility lines and accessory facilities, including but not limited to stormwater sewer, and drainage purposes, as the Grantee may elect, upon the terms and conditions hereinafter stated in, on, under, over and through the property of the Grantor in the Town of Newburgh, County of Orange and State of New York and more particularly described as set forth in Schedule "A" annexed (the "Easement Premises").

1. The Grantor hereby grants and conveys to the Grantee a permanent easement over the Easement Premises for the construction, reconstruction, installation, repair, replacement, maintenance, operation, and removal of such lines, pipes, mains, cleanouts, and other necessary or incidental appurtenances thereto, as the Grantee, in its sole judgment, shall deem necessary, together with the right for such purposes to enter onto and over the Grantor's premises.

2. The Grantor hereby grants and conveys to the Grantee the right, at any time, to trim, cut and remove any trees, limbs, shrubs, debris or other objects located within the Easement Premises which, in the sole reasonable judgment of the Grantee, may interfere with, obstruct or endanger the use of the Easement Premises for the Easement purposes herein stated.

3. The Grantee, its successors and assigns, hereby covenants and agrees that whenever it excavates or otherwise substantially disturbs the surface of the Easement Premises, it shall, at its own cost and expense, and to the extent possible without interfering with the Easement purposes stated herein, restore said land to substantially the same condition as existed prior to such excavation or disturbance.

4. The Grantor hereby reserves the right to full use and enjoyment of the Easement Premises, except as is otherwise limited herein and provided such use and enjoyment does not interfere with the use for which this easement is granted.

5. The Grantee shall defend, hold harmless and indemnify Grantor, its successors

and/or assigns, against any and all claims and liability for property damage, environmental contamination, bodily injury and/or death which may arise out of the exercise by the Grantee or its agents, successors, or assigns, of the easement purposes stated herein.

6. 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.

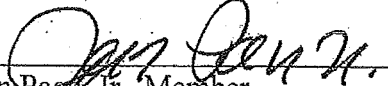
IN WITNESS WHEREOF, the parties have duly executed this instrument as of the day and year first above written.

**GRANTOR:**

**GRANTEE:**

JPR HOLDINGS, LLC

THE TOWN OF NEWBURGH

By:   
John Page, Jr., Member

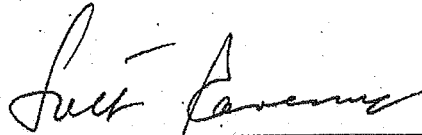
By: \_\_\_\_\_



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

On the 12 day of June, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared John Page, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

LIEPTE RANCOURY  
NOTARY PUBLIC, State of New York  
Reg. No. 5006321  
Residing in Dutchess County  
Commission Expires Dec. 28, 15 2014



\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

SCHEDULE A

## Drainage Easement

All that certain piece, parcel, or tract of land situated in the Town of Newburgh, County of Orange, and State of New York and being more particularly described as follows:

A drainage easement beginning at a point on the westerly side of Rockwood Drive where the same is intersected by Lot 6 and Lot 7 on a subdivision map entitled "Subdivision prepared for JPJR Holdings, LLC" and to be filed in the Orange County Clerks Office. Said point also being South 23°43'10" West a distance of 76.49 feet along Rockwood Drive from lands now or formerly of Loretta Rodarte (L.12333 p.1923).

Thence from said point of beginning and along the westerly line of Rockwood Drive South 23°42'56" West a distance of 28.47 feet, South 03°03'50" East a distance of 307.04 feet, and South 06°55'30" East a distance of 205.53 feet to a point in the Stormwater Management Lot on said map;

Thence along said Stormwater Management Lot South 83°04'30" West a distance of 15.00 feet to a point;

Thence through lots 1, 2, 3, 4, 11, 10, 9, 5, and 6 as shown on said map North 06°55'30" West a distance of 206.03 feet and North 03°03'50" West a distance of 340.65 feet to a point in the division line of lots 6 and 7;

Thence along said division line South 77°37'15" East a distance of 28.87 feet to the Point of Beginning.

Containing 8,347 square feet or 0.19 acres +/- of land.



## DRAINAGE EASEMENT

This Indenture made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between JPJR Holdings, LLC, with an address at 1456 Route 55, LaGrangeville, New York 12540 (collectively "Grantor") and the TOWN OF NEWBURGH, a municipal corporation with its principal offices located at 1496 Route 300, Town of Newburgh, County of Orange, State of New York 12550 ("Grantee").

### WITNESSETH

The Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS and other good and valuable consideration, paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and release unto the Grantee, its successors and assigns forever, a permanent easement for drainage purposes upon the terms and conditions hereinafter stated, in, under, on, over and through the property of the Grantor situate, lying and being in the Town of Newburgh, County of Orange and State of New York and more particularly described as set forth in Schedule "A" annexed (the "Easement Premises").

1. The Grantor hereby establishes, grants and conveys to the Grantee a permanent easement in, over, under, on and through the Easement Premises for drainage purposes, including but not limited to the diversion, discharge or carriage of drainage waters from or to Grantee's highways and facilities and for constructing, excavating, laying, installing, reconstructing, operating, maintaining, repairing, replacing, and relocating drainage facilities including drainage lines, pipes, culverts, gutters, ditches, mains, manholes, drywells, ducts and trenches, and any necessary or incidental appurtenances thereto as the Grantee, in its sole judgment, shall deem necessary, together with the right for such purposes to enter onto and over the Grantor's property and the Easement Premises.

2. The Grantor hereby grants and conveys to the Grantee, its contractors, agents and assigns the perpetual right, at any time, to enter upon and use equipment within said Easement Premises and to temporarily cart, haul and store materials for said drainage purposes, together with, the right to trim, cut and remove any trees, limbs, roots, shrubs, underbrush, debris, structures, obstructions or other objects located within the Easement Premises which, in the sole judgment of the Grantee, may interfere with, obstruct or endanger the use of the Easement Premises for the Easement purposes herein stated. Grantee agrees to restore, to the extent such restoration does not interfere with the drainage purposes herein and is practicable, the Grantor's property to its prior condition after installation, construction, replacement, relocation, repair, maintenance or other work within the Easement Premises.

3. The Grantor hereby agrees that no new structures, permanent improvements or obstructions of any kind, shall be constructed on the Easement Premises, without the prior written consent of Grantee. Furthermore, the Grantor hereby acknowledges and agrees that, although general landscaping is permitted within the Easement Premises, no trees shall be planted within the Easement Premises.

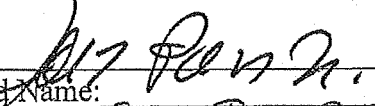
4. The Grantor hereby reserves the right to the full use and enjoyment of the Easement Premises, except as is otherwise limited herein and provided such use and enjoyment does not interfere with the use for which this easement is granted.

5. The Grantor additionally expressly grants and conveys to the Grantee rights and the right to apportion this easement in, on, under, over and through the Easement Premises to others, for the diversion and discharge of drainage waters and for related drainage purposes, including but not limited to constructing, excavating, laying, installing, reconstructing, operating, maintaining, repairing, replacing, and relocating drainage facilities including drainage lines, pipes, culverts, gutters, ditches, mains, manholes, drywells, ducts and trenches, and any necessary or incidental appurtenances thereto other necessary or incidental appurtenances thereto, provided however that such rights and any such apportionment shall be subject to the covenants, conditions and obligations set forth in paragraphs "2", "3" and "4" herein, as if said paragraphs were set forth in full herein and in any such apportionment of this easement.

6. 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.

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

GRANTOR

  
Printed Name: \_\_\_\_\_

John Page Jr

Printed Name: \_\_\_\_\_

GRANTEE

THE TOWN OF NEWBURGH

By: \_\_\_\_\_

Wayne C. Booth, Supervisor

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

On the 12 day of June, in the year 2014 before me, the undersigned, personally appeared John Page Jr
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.

LETTE RANCOURT
NOTARY PUBLIC, State of New York
Reg. No. 5006321
Residing in Dutchess County
Commission Expires Dec. 28, 2014

[Signature]
Notary Public

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

On the day of , in the year 2014 before me, the undersigned, personally appeared
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 day of in the year 2011 before me, the undersigned, personally appeared Wayne C. Booth
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

## Drainage Easement

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A drainage easement beginning at a point on the westerly side of Rockwood Drive where the same is intersected by Lot 6 and Lot 7 on a subdivision map entitled "Subdivision prepared for JPJR Holdings, LLC" and to be filed in the Orange County Clerks Office. Said point also being South 23°43'10" West a distance of 76.49 feet along Rockwood Drive from lands now or formerly of Loretta Rodarte (L.12333 p.1923).

Thence from said point of beginning and along the westerly line of Rockwood Drive South 23°42'56" West a distance of 28.47 feet, South 03°03'50" East a distance of 307.04 feet, and South 06°55'30" East a distance of 205.53 feet to a point in the Stormwater Management Lot on said map;

Thence along said Stormwater Management Lot South 83°04'30" West a distance of 15.00 feet to a point;

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Thence along said division line South 77°37'15" East a distance of 28.87 feet to the Point of Beginning.

Containing 8,347 square feet or 0.19 acres +/- of land.





**DECLARATION OF RESTRICTION  
AFFECTING EACH AND EVERY LOT IN  
JPJR HOLDINGS, LLC SUBDIVISION  
FILED MAP NO. [REDACTED]**

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by JPJR Holdings, LLC, a New York limited liability company with an address at 1456 Route 55, LaGrangeville, NY 12540 (hereinafter "Declarant"),

WHEREAS, Declarant is the owner of certain real property located in the Town of Newburgh, County of Orange and State of New York which appears on a certain subdivision map entitled "Subdivision Plan for JPJR Holdings, LLC Subdivision, Town of Newburgh, Orange County, New York" filed in the Orange County Clerk's Office as Map No. [REDACTED] (hereinafter the "Subdivision"), and

WHEREAS, the Declarant wishes to insure the compliance with requirements and conditions of the Town of Newburgh in connection with the establishment of the JPJR Holdings, LLC Subdivision Drainage District (the "Conditions") so that when any lot in the Subdivision is conveyed the purchaser is notified that the lot is within the boundaries of the JPJR Holdings, LLC Subdivision Drainage District of the Town of Newburgh and is subject to annual assessment for the costs of the maintenance, repair and replacement of the Drainage District's improvements, insurance and administrative expenses. , and

WHEREAS, Declarant makes this Declaration intended to be recorded in the Orange County Clerk's Office,

NOW, THEREFORE, Declarant declares as follows:

1. Deeds of Conveyance. That when any lot in the Subdivision is conveyed, the contract of sale and deed of conveyance shall recite

"The premises are located within the boundaries of the approved JPJR Holdings, LLC Subdivision Drainage District of the Town of Newburgh and are subject to annual assessment for the costs of the maintenance, repair and replacement of the Drainage District's improvements, insurance and administrative expenses. The Town Board of the Town of Newburgh has regulated the construction of all private drains and storm sewers in the Drainage District and prescribed the manner in which storm sewer connections shall be made."

This Declaration shall be deemed to be a covenant running with the land and shall be binding on all successors and assigns of the Declarant owning any of the lots in the Subdivision (the "Owners").

2. Enforcement. The Declarant grants to the Town of Newburgh, a municipal corporation of the State of New York (hereinafter the "Town") and to each Owner the right to enforce this

Declaration against any person violating or attempting to violate this Declaration. In the event the Town and/or any such Owner brings an action to enforce this Declaration and is successful in such action, the Town and/or the Owner shall recover the cost and expenses of any activities it undertook to remedy the failure of compliance as well as the cost of legal proceedings and reasonable attorneys' fees.

3. Termination on Dissolution of Drainage District This Declaration shall terminate upon the dissolution of the JPJR Holdings, LLC Subdivision Drainage District by the Town of Newburgh

4. Amendment. This Declaration shall not be amended or, except as otherwise provided herein, terminated except by a written instrument, executed written instrument, executed by the Town of Newburgh and the Owner, or their successors and assigns, which amendment shall be duly recorded in the Office of the Orange County Clerk.

5. Severability. If any provision hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

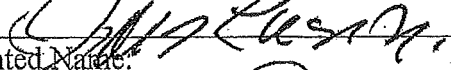
6. Construction. Unless the context clearly requires otherwise, as used in this Declaration, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Declaration and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

7. Headings. The titles and headings of the sections of this Declaration have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof, nor be considered or given any effect in construing this Declaration or any provisions hereof, or in ascertaining intent if any question of intent shall arise.

8. Governing Law. This Declaration shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration as of the day and year first above written.

---

By:   
Printed Name:  
Title: GENERAL PARTNER

STATE OF NEW YORK :

IN SENATE  
:SS.  
COUNTY OF Dutchess:

On the 12 day of June, 2014, before me, the undersigned, a notary public in and for said state, personally appeared John Page Jr personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

LIETTE RANCOURT  
NOTARY PUBLIC, State of New York  
Reg. No. 5006321  
Residing in Dutchess County  
Commission Expires Dec. 28, 192014

Liette Rancourt  
Notary Public

THIS INDENTURE, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN**

party of the first part, and

TOWN OF NEWBURGH, a municipal corporation having with its principal offices located at 1496 Route 300, Town of Newburgh, County of Orange, State of New York 12550, for and on behalf of the JPJR HOLDINGS, LLC SUBDIVISION DRAINAGE DISTRICT

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of the sum of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants as follows:

First. - That the party of the first part is seized of the said premises in fee simple, and has good

right to convey the same;

Second. - That the party of the second part shall quietly enjoy the said premises;

Third. - That the said premises are free from incumbrances;

Fourth. - That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth. - That the party of the first part will forever warrant the title to said premises;

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed as of the day and year first above written.

\_\_\_\_\_  
By: John Page Jr.

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

On the 12 day of June, 2014 before me, the undersigned, a Notary Public in and for said state, personally appeared John Page Jr. personally known to be 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 their capacity(ies), and that by his her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

LIETTE RANCOURT  
NOTARY PUBLIC, State of New York  
Reg. No. 5006321  
Residing in Dutchess County  
Commission Expires Dec. 28, 15

Liette Rancourt  
\_\_\_\_\_  
Notary Public

2014



George Woolsey <councilmanwoolsey@townofnewburgh.org>

---

**FW: Rockwood Drive Subdivision - Drainage District**

1 message

---

**James Osborne** <engineering@townofnewburgh.org>

Mon, Mar 9, 2015 at 2:45 PM

To: supervisor@townofnewburgh.org, councilmanwoolsey@townofnewburgh.org,  
councilwomangreene@hvc.rr.com, councilmanruggiero@townofnewburgh.org,  
councilmanpresutti@townofnewburgh.org

Cc: town-clerk@townofnewburgh.org, Brenda Milkovich <bmlkovich@townofnewburgh.org>

I am forwarding the documents for the formation of the Rockwood Drive Drainage District submitted by the applicant's engineer. I would recommend that you focus on the Petition and the Map, Plan & Report (MPR). I will review the required next steps with Gil and schedule this item for a Town Board meeting when appropriate.

If you need paper copies, please let me know.

Jim Osborne  
Town Engineer

-----Original Message-----

From: Jon D. Bodendorf, P.E. [mailto:jbodendorf@hudsonlanddesign.com]

Sent: Monday, March 09, 2015 2:07 PM

To: 'James Osborne'

Subject: RE: Rockwood Drive Subdivision - Drainage District

Jim,

Attached are electronic copies of everything I handed to you this morning - let me know if you need anything else.

Thanks,

Jon

-----Original Message-----

From: James Osborne [mailto:engineering@townofnewburgh.org]

Sent: Friday, March 06, 2015 9:03 AM

To: jbodendorf@hudsonlanddesign.com

Subject: RE: Rockwood Drive Subdivision - Drainage District

John,

We have checked with both the Supervisor's office and the Town Clerk's office. Neither has your petition. It apparently was lost in the transition.

Can you please resubmit directly to me and I will make sure it is properly distributed for dissemination by the Town Board and Attorney.

Sorry for the inconvenience.

Jim OSborne

-----Original Message-----

From: jbodendorf@hudsonlanddesign.com [mailto:jbodendorf@hudsonlanddesign.com]  
Sent: Thursday, February 19, 2015 4:29 PM  
To: James Osborne  
Subject: RE: Rockwood Drive Subdivision - Drainage District

OK - thanks

----- Original Message -----

Subject: RE: Rockwood Drive Subdivision - Drainage District  
From: "James Osborne" <engineering@townofnewburgh.org>  
Date: Thu, February 19, 2015 2:06 pm  
To: "'Jon D. Bodendorf, P.E.'" <jbodendorf@hudsonlanddesign.com>

John - I am trying to track down where your submittals ended up. If I find them, I will review it with the new Supervisor. If I cannot find it I will need to ask for additional copies. Please give me to next week to look.

Thanks.

Jim Osborne

From: Jon D. Bodendorf, P.E. [mailto:jbodendorf@hudsonlanddesign.com]  
Sent: Wednesday, February 18, 2015 1:47 PM  
To: 'James Osborne'  
Subject: RE: Rockwood Drive Subdivision - Drainage District

Jim,

I'd appreciate it if you could look into this for us and let us know where it stands.

Thanks,

Jon

From: Jon D. Bodendorf, P.E. [mailto:jbodendorf@hudsonlanddesign.com]  
Sent: Friday, November 07, 2014 12:55 PM  
To: 'James Osborne'  
Subject: Rockwood Drive Subdivision - Drainage District

Jim,



We sent the required paperwork for the drainage district to the Supervisor's attention on June 17th and haven't received any feedback yet. At the time it was sent, we weren't aware that Wayne Booth had stepped down and the documents were sent to his attention. Do you have any idea where this stands? If not, who would you recommend I contact to find out?

Thanks,

Jon

HLD-green

Jon D. Bodendorf, P.E.

Hudson Land Design

Professional Engineering, P.C.

174 Main Street

Beacon, NY 12508

Phone: 845.440.6926

Fax: 845.440.6637

[jbodendorf@hudsonlanddesign.com](mailto:jbodendorf@hudsonlanddesign.com) <<mailto:dkoehler@hudsonlanddesign.com>>

[www.HudsonLandDesign.com](http://www.HudsonLandDesign.com)

-----  
No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)


Version: 2013.0.3495 / Virus Database: 4257/9238 - Release Date: 03/06/15

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**7 attachments**

 **Combined MPR 2014-0617.pdf**  
2487K


 **Petition for Drainage Dist Establishment.pdf**  
266K

 **Town Council\_Booth\_2014\_06-17.pdf**  
28K

 **Storm Drainage Easement.pdf**  
109K

 **Drainage Easement.pdf**  
135K

 **Declaration of Restriction for each lot.pdf**  
154K

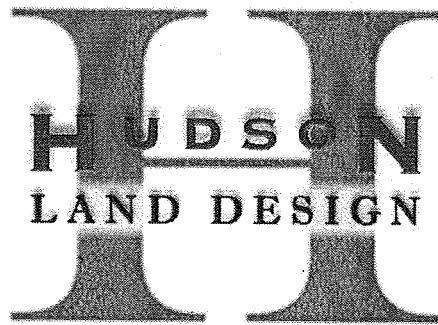
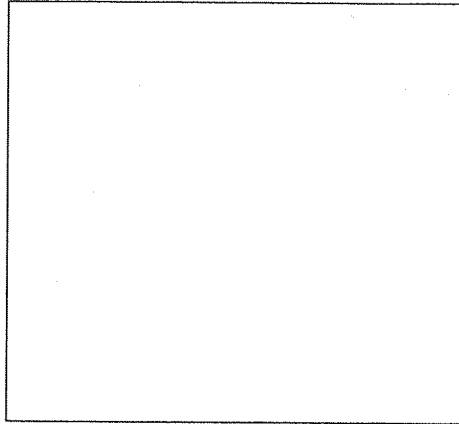
 **Irrevocable Offer of Dedication.pdf**  
145K

*Map, Plan and Report  
for  
JPJR Holdings, LLC Subdivision  
Proposed Drainage District*

*Town of Newburgh, New York*

Prepared for:  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

June 17, 2014



Prepared by:  
Hudson Land Design Professional Engineering, P.C.  
174 Main Street  
Beacon, NY 12508

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4.0	OPINION OF PROBABLE COST.....	2
4.1	Estimated Yearly Maintenance Schedules and Costs .....	2

**Appendix A: Drainage District Mapping**

**Appendix B: Drainage District Description**

**Appendix C: Description of Stormwater Management Lot to be Dedicated to the Town,  
and Description of Proposed Easement to the Benefit of the Stormwater  
Management Lot**

**Appendix D: Opinion of Probable Cost for Proposed Stormwater Improvements and  
Related Erosion Control Measures**

## 1.0 INTRODUCTION

The project has frontage on Rockwood Drive, Chestnut Lane and North Plank Road (NYS Route 32) within the Town of Newburgh's R3 Residential Zoning District, consists of approximately 8.8 acres total, and is identified as Tax #75-1-36.2 on the Town of Newburgh Tax Maps. The terrain can be described as flat to rolling along Rockwood Drive and Chestnut Lane, and steep adjacent to North Plank Road (it is noted, however, that there is no disturbance proposed on the steep slopes adjacent to North Plank Road). The property is currently vacant, and the majority of the site currently drains toward Rockwood Drive and eventually in the direction of the intersection of Rockwood Drive and Chestnut Lane via paved and unpaved roadside swales.

The project involves the subdivision of the property into eleven (11) building lots, with an additional lot that will be dedicated to stormwater management. A stormwater management pond is proposed within the stormwater management lot, and will handle increases in drainage runoff as a result of the proposed development. It will also serve to help attenuate flows from off-site sources to the east of the project area.

This map, plan and report describes the proposed drainage district and offers recommended annual benefit assessments against the owners of the subdivision lots to maintain and repair the stormwater management facilities as necessary. The Newburgh Town Board has directed the preparation of this map, plan and report in order to present the information necessary to adopt the JPJR Holdings, LLC Subdivision Drainage District as required by Town Law Article 12-A of the New York State Consolidated Laws.

## 2.0 BENEFIT AREA

A map showing the proposed JPJR Holdings, LLC Subdivision Drainage District is included in Appendix A of this report, and a metes and bounds description of said District is provided in Appendix B. All eleven (11) lots will be assessed equally (i.e., one benefit unit per lot) for the on-going maintenance and repair to the stormwater management facilities that become necessary. Upon formation of the drainage district, the Town of Newburgh will be responsible for the maintenance of the stormwater management features as well as any required sediment and erosion control measures related to the stormwater management features.

As part of the district formation, the proposed stormwater management lot will be dedicated to the Town, and an easement to the benefit of the stormwater management lot will be created (refer to mapping in Appendix A and corresponding descriptions in Appendix C).

## 3.0 PROPOSED FACILITIES

The proposed improvements generally include a network of driveway culverts and surface swales that convey stormwater to a stormwater management pond located in the southernmost portion of the property. From the pond, the stormwater is conveyed via piped connection to an existing catch basin that is located on a common property line with the adjoining property to the

west, and during larger storm events, some of the stormwater will be directed toward an existing culvert that conveys runoff across Chestnut Lane to the south.

### **3.1 Annual Maintenance Program**

The site will be required to have an annual inspection of the stormwater management system conducted by a licensed professional engineer or other qualified professional. Any required maintenance or repair items as a result of the inspection are to be completed within one (1) month of notification, with inspections expected to take place anytime between the beginning of April through the end of September. Items to be inspected include swales, stormwater piping, and the stormwater management pond (including its forebay and outlet structure).

## **4.0 OPINION OF PROBABLE COST**

An opinion of probable cost was prepared for completion of all stormwater management related facilities and is included in Appendix D of this report. The estimate was prepared using the Town's standard unit prices for public improvements, and the total was calculated to be \$129,311.25, which includes all driveway culverts along Rockwood Drive. The improvements are to be completed by the Owner/Developer prior to any building permits being issued, and a performance bond for the estimated total must be provided to the Town prior to any construction activity beginning. When deemed complete by the Town, the Owner/Developer shall dedicate the facilities to the Town at no cost to the Town.

### **4.1 Estimated Yearly Maintenance Schedules and Costs**

Because driveway culverts and roadside swales are considered part of the Highway Department's routine maintenance responsibilities, they are not included in the yearly maintenance cost estimate. Therefore, the only items that are included are the catch basins (two total) and the stormwater management pond (including the forebay). Catch basins are expected to have to be cleaned twice annually, or once every six months. The stormwater pond will need to be mowed on a monthly basis during the growing season (i.e., once per month for six months), and any debris that accumulates must be removed at this time. The forebay will need to be cleaned on any annual basis.

The Town has determined that each property owner within the JPJR Holdings, LLC Subdivision Drainage District will pay a fee of \$500 on an annual basis, and that all fees collected are to be placed into an escrow account used to fund maintenance, repair, and any required upgrades to the stormwater management facilities. With eleven total lots, the annual revenue to be collected is \$5,500, which is based on the following opinion of probable cost for maintenance:

Item	Frequency	Unit Cost	Item Cost
Clean catch basins (2)	Every 6 months	\$250	\$1,000
Mow Pond Area and remove debris	6 times per year	\$400	\$2,400
Clean Forebay	Annually	\$1,000	\$1,000
Legal, Admin & Insurance	Annually	25% of Anticipated Costs	\$1,100

**Total: \$5,500**

Should a situation arise in the future where the revenue in escrow is found to be insufficient to cover any required maintenance, repair or upgrade activities, the Town has the right to adjust the annual fee as necessary on either a permanent or temporary basis.

**APPENDIX A**  
**DRAINAGE DISTRICT MAPPING**



**COMMON DRIVEWAY NOTE:**  
 FOR ALL PROPOSED COMMON DRIVEWAYS, THE DESIGNER HAS TO BE CONSIDERED AS THE DESIGNER OF RECORD. THE COMMON DRIVEWAY DESIGN SHALL DEVELOPMENT OF THE LOT THAT IS SUBJECT TO RECORDATION. THE COMMON DRIVEWAY SHALL BE CONSTRUCTED BY THE OWNER OF THE LOT THAT IS SUBJECT TO RECORDATION. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE COMMON DRIVEWAY TO FUTURE CONSTRUCTION ACTIVITIES.

**HOUSE CONSTRUCTION NOTE:**  
 PRIOR TO CONSTRUCTION OF ANY HOUSE, A PLOT PLAN SHALL BE SUBMITTED TO THE TOWN OF WESTPORT FOR REVIEW AND APPROVAL. THE HOUSE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF WESTPORT ZONING REGULATIONS. THE HOUSE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF WESTPORT ZONING REGULATIONS.

**BUILDING PERMIT NOTE:**  
 TO OBTAIN A BUILDING PERMIT, THE OWNER SHALL SUBMIT TO THE TOWN OF WESTPORT A COMPLETE SET OF ARCHITECTURAL DRAWINGS AND A PLOT PLAN. THE TOWN OF WESTPORT SHALL REVIEW THE DRAWINGS AND PLOT PLAN AND ISSUE A BUILDING PERMIT IF ALL REQUIREMENTS ARE MET.

**DRAINAGE DISTRICT NOTE:**  
 THE DRAINAGE DISTRICT IS LOCATED WITHIN THE TOWN OF WESTPORT. THE DRAINAGE DISTRICT IS LOCATED WITHIN THE TOWN OF WESTPORT. THE DRAINAGE DISTRICT IS LOCATED WITHIN THE TOWN OF WESTPORT. THE DRAINAGE DISTRICT IS LOCATED WITHIN THE TOWN OF WESTPORT.

- LEGEND**
- EXISTING TREE
  - EXISTING DRIVE
  - EXISTING UTILITY POLE
  - EXISTING FIRE HYDRANT
  - EXISTING GAS VALVE
  - EXISTING SEWER STRUCTURE
  - EXISTING SEWER MAIN
  - EXISTING WATER MAIN
  - EXISTING WATER VALVE
  - EXISTING TRAIL
  - EXISTING OLD PIPE
  - EXISTING DRIVE PIPE
  - EXISTING SEWER PIPE
  - EXISTING WATER LINE
  - EXISTING F.A. LOT LINE
  - EXISTING ALLEYSIDE LINE
  - EXISTING PROPERTY LINE
  - EXISTING GULLY OUTLINE
  - EXISTING MAJOR OUTLINE
  - EXISTING OVERHEAD WIRE
  - EXISTING BUILDING
  - PROPOSED PROPERTY LINE
  - BUILDING SETBACK
  - REARLAGE AREA
  - PROPOSED EASEMENT LINE
  - ZONING LINE

**OWNER'S CONSENT:**  
 THE UNDERSIGNED OWNER OF THE PROPERTY HEREBY CERTIFIES THAT HE IS FULLY IN POSSESSION AND CONTROL OF THE PROPERTY AND HAS THE AUTHORITY TO EXECUTE THIS SUBDIVISION PLAT AND TO CONVEY THE SAME TO THE TOWN OF WESTPORT. THE UNDERSIGNED OWNER OF THE PROPERTY HEREBY CERTIFIES THAT HE IS FULLY IN POSSESSION AND CONTROL OF THE PROPERTY AND HAS THE AUTHORITY TO EXECUTE THIS SUBDIVISION PLAT AND TO CONVEY THE SAME TO THE TOWN OF WESTPORT.

204 PAGE 2A

**SUBDIVISION PLAT**  
**JPJR HOLDINGS, LLC**  
 NORTH PLANK ROAD (RTS RTV 33), CHESTNUT LANE & ROCKWOOD DRIVE  
 TOWN OF WESTPORT  
 ORANGE COUNTY, NEW YORK  
 TAX ID: 78-1-56.8  
 SCALE: 1" = 50'  
 MAY 1, 2011



**HUDSON LAND DESIGN**  
 PROFESSIONAL ENGINEERING P.C.  
 174 MAIN STREET  
 BRACKEN, NEW YORK 12508  
 PH: 845-445-8958 F: 845-445-8497

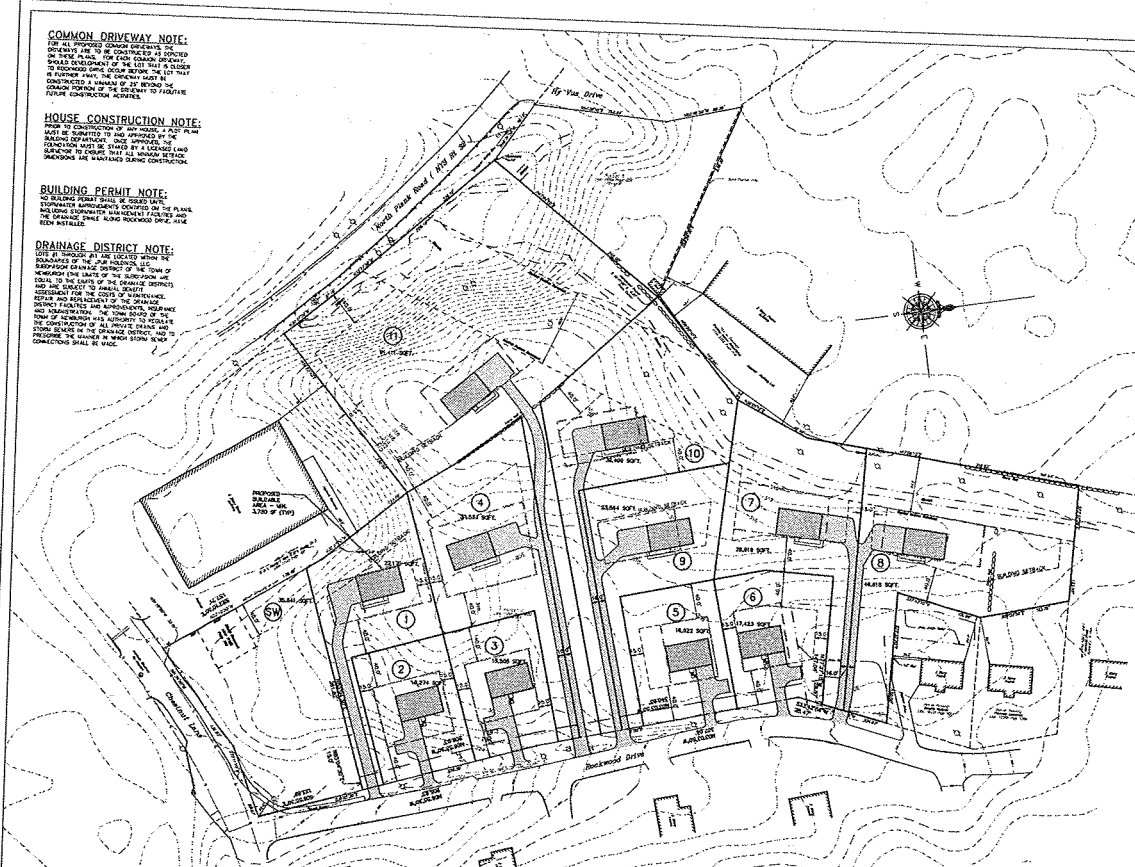
**JOHN B. SANDENBURY, P.E.**  
 NYS LICENSE NO. 04626  
**DANIEL C. D'AMICO, P.E.**  
 NYS LICENSE NO. 08715

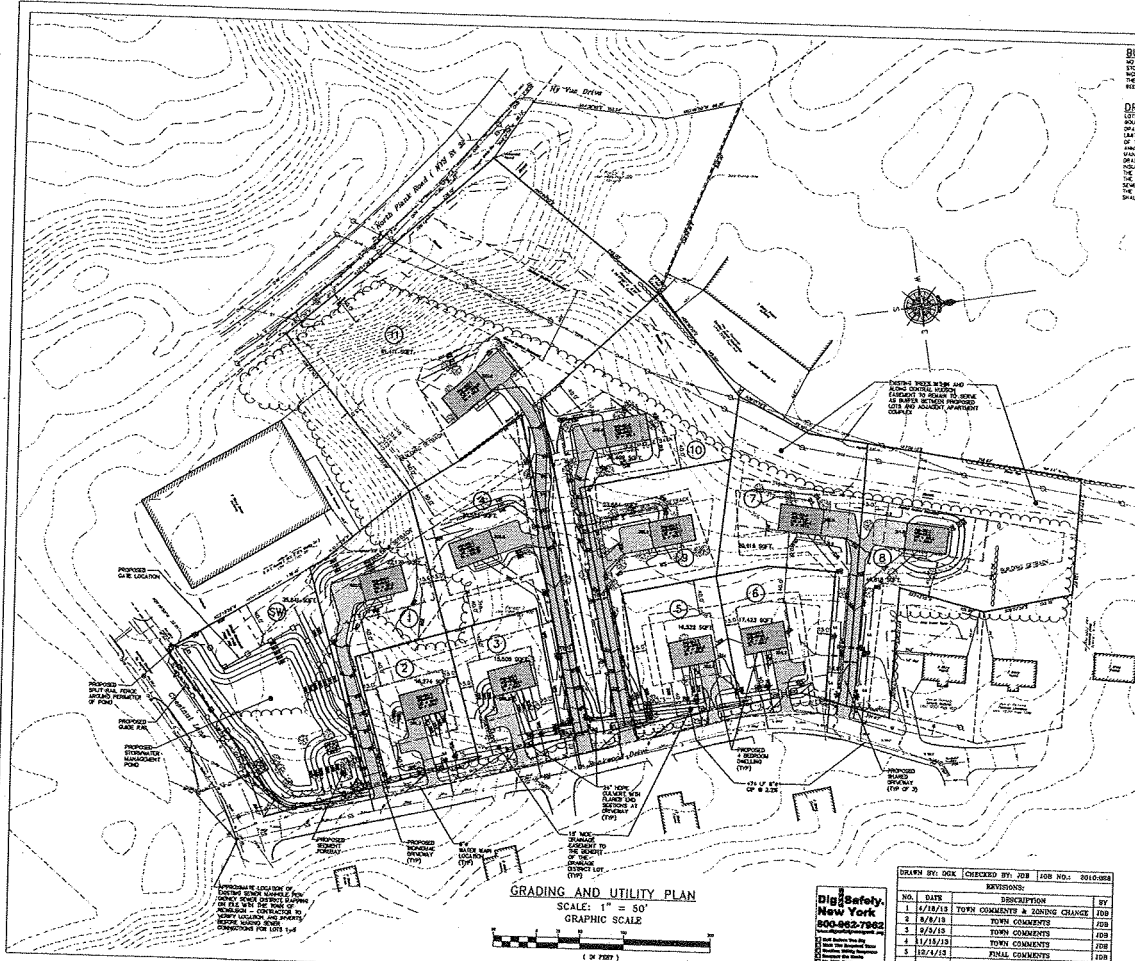
SHEET: 3 OF 6

**SUBDIVISION PLAT**  
 SCALE: 1" = 50'  
 GRAPHIC SCALE

**Dig Safety**  
 New York  
 800-622-7862

NO.	DATE	REVISIONS	BY
1	6/18/13	TOWN COMMENTS & ZONING CHANGE	JDB
2	8/29/13	TOWN COMMENTS	JDB
3	12/1/13	TOWN COMMENTS	JDB
4	12/4/13	FINAL COMMENTS	JDB





**BUILDING PERMIT NOTE:**  
 TO OBTAIN PERMIT SHALL BE KEPT ON SITE AT ALL TIMES. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

**DRAINAGE DISTRICT NOTE:**  
 THIS PROJECT IS IN THE DRAINAGE DISTRICT OF THE TOWN OF NEWBURGH. THE DRAINAGE DISTRICT HAS THE AUTHORITY TO APPROVE OR DENY ANY PROPOSED CHANGES TO THE DRAINAGE DISTRICT FACILITIES AND TO PRESCRIBE THE MANNER IN WHICH SUCH CHANGES SHALL BE MADE.

- LEGEND**
- ⊙ EXISTING TREE
  - ⊙ EXISTING SINK
  - ⊙ EXISTING UTILITY POLE
  - ⊙ EXISTING FIRE HYDRANT
  - ⊙ EXISTING GAS VALVE
  - ⊙ EXISTING DRAINAGE STRUCTURE
  - ⊙ EXISTING ROOF OUTCROP
  - ⊙ EXISTING SIDEWALK
  - ⊙ EXISTING DRIVE WALK
  - ⊙ EXISTING TRAIL LINE
  - ⊙ EXISTING GAS PIPE
  - ⊙ EXISTING DRAIN PIPE
  - ⊙ EXISTING SEWER PIPE
  - ⊙ EXISTING WATER LINE
  - ⊙ EXISTING FUL LINE
  - ⊙ EXISTING SEWER LINE
  - ⊙ EXISTING PROPERTY LINE
  - ⊙ EXISTING MAJOR CONTOUR
  - ⊙ EXISTING MINOR CONTOUR
  - ⊙ EXISTING DRAINAGE
  - ⊙ PROPOSED PROPERTY LINE
  - ⊙ EXISTING SETBACK
  - ⊙ PROPOSED EASEMENT LINE
  - ⊙ PROPOSED STORM LINE
  - ⊙ PROPOSED WATER LINE
  - ⊙ PROPOSED ROOF LEAKAGE PIPE
  - ⊙ PROPOSED FOOTING/UNDER DRAIN PIPE
  - ⊙ PROPOSED EASEMENT LINE
  - ⊙ PROPOSED MAJOR CONTOUR
  - ⊙ PROPOSED MINOR CONTOUR
  - ⊙ PROPOSED DRIVE GRADE
  - ⊙ PROPOSED SET FENCE
  - ⊙ PROPOSED WATER BUILT OFF
  - ⊙ PROPOSED SEWER CLEAN OUT
  - ⊙ PROPOSED TANK DRAIN WITH BUILT PROTECTION
  - ⊙ PROPOSED SURFACE
  - ⊙ PROPOSED ROOF RAMP
  - ⊙ PROPOSED WATERWAY BASIN

**OWNER'S CONSENT:**  
 I, THE UNDERSIGNED OWNER OF THE PROPERTY DESCRIBED HEREIN, DO HEREBY CONSENT TO THE GRADING AND UTILITY PLAN AND TO THE CONSTRUCTION OF THE SAME AND TO THE GRADING AND UTILITY PLAN AND TO THE CONSTRUCTION OF THE SAME AND TO THE GRADING AND UTILITY PLAN AND TO THE CONSTRUCTION OF THE SAME.

**GRADING AND UTILITY PLAN**  
**JPJR HOLDINGS, LLC**  
 NORTH PLANK ROAD (SITE SITE 10), CHESTNUT LANE & ROCKWOOD DRIVE  
 TOWN OF NEWBURGH  
 GRANGE COUNTY, NEW YORK  
 FILE NO. 2014-06-8  
 SCALE: 1" = 50'  
 MAY 11, 2014

**GRADING AND UTILITY PLAN**  
 SCALE: 1" = 50'  
 GRAPHIC SCALE

DESIGNED BY: JCK CHECKED BY: JDB JOB NO.: 2014-06-8

**Dig Safety, New York**  
 800-962-7962

NO.	DATE	DESCRIPTION	BY
1	12/15/13	TOWN COMMENTS & ZONING CHANGE	JDB
2	1/9/14	TOWN COMMENTS	JDB
3	2/2/14	TOWN COMMENTS	JDB
4	1/15/14	TOWN COMMENTS	JDB
5	1/24/14	TOWN COMMENTS	JDB



**HUDSON LAND DESIGN**  
 PROFESSIONAL ENGINEERING P.C.  
 174 MAIN STREET  
 BEAcons, NEW YORK 13008  
 PH: 642-640-6228 F: 642-640-6227



**JOHN D. BORDENBERRY, P.E.**  
 1015 LICENSURE NO. 27814  
 DANIEL C. KOSKIELSKI, P.E.  
 1015 LICENSURE NO. 28272

**APPENDIX B**  
**DRAINAGE DISTRICT DESCRIPTION**

## SCHEDULE "A"

### SECTION 75 BLOCK 1 LOT 36

ALL THAT piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange, State of New York, and being designated as LOT NO. 2 on a map entitled "LOT LINE CHANGE PLAN, LANDS OF G&L REALTY" dated February 28, 2003 and filed in the Orange County Clerk's office May 9, 2003 as Map No. 144-03 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the westerly line of the existing Rockwood Drive (West) with the northerly line of the existing Chestnut Lane, said point being North 74 degrees 20 minutes 00 seconds East 368.77 feet and South 89 degrees 55 minutes 00 seconds East 85.57 feet from the point of intersection of said northerly line of Chestnut Lane with the easterly line of N.Y.S. Route 32, North Plank Road; thence, from said point of beginning and along said northerly line of Chestnut Lane, North 89 degrees 55 minutes 00 seconds West 85.57 feet and South 74 degrees 20 minutes 00 seconds West 136.93 feet to a point on the division line between Lot No. 1 of the above mentioned map on the west and south, and the parcel herein described on the east and north; thence, along the last said division line, the following (4) courses,

- (1) North 8 degrees 26 minutes 00 seconds West 32.01 feet;
- (2) North 9 degrees 17 minutes 00 seconds West 178.40 feet;
- (3) North 17 degrees 44 minutes 00 seconds West 123.99 feet and
- (4) South 72 degrees 16 minutes 00 seconds West 230.00 feet to a point in the easterly line of N.Y.S. Route 32, North Plank Road; thence, along the last said line, North 17 degrees 44 minutes 00 seconds West 87.10 feet and North 19 degrees 54 minutes 00 seconds West 226.10 feet to a point on the division line between the individual lands now or formerly of Bell and Barclay Manor Association on the northwest and north, and the parcel herein described on the southeast and south; thence, along the last said division line, the following four (4) courses,

- (1) North 59 degrees 58 minutes 00 seconds East 245.00 feet;
- (2) North 72 degrees 14 minutes 00 seconds East 149.20 feet;
- (3) North 48 degrees 55 minutes 00 seconds East 92.10 feet; and
- (4) North 30 degrees 00 minutes 00 seconds East 318.93 feet to a point on the division line between the lands now or formerly of Benziger on the northeast and the parcel herein described on the Southwest; thence along the last said division line, South 64 degrees 43 minutes 30 seconds East 133.07 feet to a point on the division line between the lands now or formerly of G&L Realty on the east, southeast and northeast, and the parcel herein described on the west, northwest and southwest; thence, along the last said division line, the following three (3) courses,

- (1) South 9 degrees 50 minutes 00 seconds West 103.75 feet;
- (2) South 36 degrees 37 minutes 00 seconds West 101.99 feet and

- (3) South 64 degrees 43 minutes 30 seconds East 150.00 feet to a point in the northwesterly line of the aforesaid Rockwood Drive (West); thence, along the northwesterly and westerly lines of Rockwood Drive (West), the following three courses,
- (1) South 36 degrees 37 minutes 00 seconds West 104.97 feet;
  - (2) South 9 degrees 50 minutes 00 seconds West 307.04 feet and
  - (3) South 5 degrees 58 minutes 20 seconds West 329.50 feet to the point or place of beginning, containing 8.85 acres of land more or less.

SUBJECT TO ...

See drainage easement and appurtenances Orange County map no. 3658

See grants to Central Hudson Gas & Electric Corp. and New York Telephone Company in

Liber 1127 page 28

Liber 1136 page 409

Liber 1186 page 343

Liber 1674 page 533

RESERVING ...

A 50 foot by 50 foot turnaround easement easterly of the division line between Lot No. 1, lands to be retained by G & L Realty, on the west and Lot No. 2, lands to be conveyed to Patrick Page et al., on the east.

BEING a portion of the premises described in a deed from Leonard Bell and Gladys F. Bell to G & L Realty Co. dated April 18, 1994 and recorded in the Orange County Clerk's office on May 23, 1994 in Liber 4038 at Page 14.

BEING a portion of the premises conveyed in a deed dated July 7, 2003 made by G&L Realty a/k/a G&L Realty Co. to J&P Page Ventures, LLC and recorded in the office of the Orange County Clerk on July 9, 2003 in Liber 1113 of Deeds at Page 321.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE  
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

J & P Page Ventures, LLC  
TO  
JPJR Holdings, LLC

SECTION 75 BLOCK 1 LOT 36

RECORD AND RETURN TO:  
(Name and Address)

Rider, Weiner, Frankel & Calhelha PC  
655 Little Britain Road  
New Windsor, NY 12553

THIS IS PAGE ONE OF THE RECORDING  
ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED  MORTGAGE  SATISFACTION  ASSIGNMENT  OTHER

PROPERTY LOCATION

- \_\_\_ 2089 BLOOMING GROVE (TN)
- \_\_\_ 2001 WASHINGTONVILLE (VLG)
- \_\_\_ 2289 CHESTER (TN)
- \_\_\_ 2201 CHESTER (VLG)
- \_\_\_ 2489 CORNWALL (TN)
- \_\_\_ 2401 CORNWALL (VLG)
- \_\_\_ 2600 CRAWFORD (TN)
- \_\_\_ 2800 DEERPARK (TN)
- \_\_\_ 3089 GOSHEN (TN)
- \_\_\_ 3001 GOSHEN (VLG)
- \_\_\_ 3003 FLORIDA (VLG)
- \_\_\_ 3005 CHESTER (VLG)
- \_\_\_ 3200 GREENVILLE (TN)
- \_\_\_ 3489 HAMPTONBURGH (TN)
- \_\_\_ 3401 MAYBROOK (VLG)
- \_\_\_ 3689 HIGHLANDS (TN)
- \_\_\_ 3601 HIGHLAND FALLS (VLG)
- \_\_\_ 3889 MINISINK (TN)
- \_\_\_ 3801 UNIONVILLE (VLG)
- \_\_\_ 4089 MONROE (TN)
- \_\_\_ 4001 MONROE (VLG)
- \_\_\_ 4003 HARRIMAN (VLG)
- \_\_\_ 4005 KIRYAS JOEL (VLG)

- \_\_\_ 4289 MONTGOMERY (TN)
- \_\_\_ 4201 MAYBROOK (VLG)
- \_\_\_ 4203 MONTGOMERY (VLG)
- \_\_\_ 4205 WALDEN (VLG)
- \_\_\_ 4489 MOUNT HOPE (TN)
- \_\_\_ 4401 OTISVILLE (VLG)
- 4600 NEWBURGH (TN)
- \_\_\_ 4800 NEW WINDSOR (TN)
- \_\_\_ 5089 TUXEDO (TN)
- \_\_\_ 5001 TUXEDO PARK (VLG)
- \_\_\_ 5200 WALLKILL (TN)
- \_\_\_ 5489 WARWICK (TN)
- \_\_\_ 5401 FLORIDA (VLG)
- \_\_\_ 5403 GREENWOOD LAKE (VLG)
- \_\_\_ 5405 WARWICK (VLG)
- \_\_\_ 5800 WAWAYANDA (TN)
- \_\_\_ 5889 WOODBURY (TN)
- \_\_\_ 5801 HARRIMAN (VLG)

CITIES

- \_\_\_ 0900 MIDDLETOWN
- \_\_\_ 1100 NEWBURGH
- \_\_\_ 1300 PORT JERVIS
- \_\_\_ 9999 HOLD

NO. PAGES 6 CROSS REF   
CERT. COPY  ADD'L X-REF   
MAP #  PGS.

PAYMENT TYPE: CHECK   
CASH   
CHARGE   
NO FEE

CONSIDERATION \$   
TAX EXEMPT

MORTGAGE AMT \$   
DATE

MORTGAGE TAX TYPE:

- \_\_\_ (A) COMMERCIAL/FULL 1%
- \_\_\_ (B) 1 OR 2 FAMILY
- \_\_\_ (C) UNDER \$10,000
- \_\_\_ (E) EXEMPT
- \_\_\_ (F) 3 TO 6 UNITS
- \_\_\_ (I) NAT. PERSON/CR. UNION
- \_\_\_ (J) NAT.PER-CR.UN/1 OR 2
- \_\_\_ (K) CONDO

*Donna L. Benson*

DONNA L. BENSON  
Orange County Clerk

RECEIVED FROM: Feldman

RECORDED/FILED  
07/18/2005/ 14:56:11  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY

FILE # 20050077986  
DEED C / BK 11896 PG 1630  
RECORDING FEES 213.00  
TTX# 013197 T TAX 0.00  
Receipt#448846 pete

STATE OF NEW YORK (COUNTY OF ORANGE) SS:  
I, DONNA L. BENSON, COUNTY CLERK AND CLERK OF THE  
SUPREME AND COUNTY COURTS, ORANGE COUNTY, DO  
HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH  
THE ORIGINAL THEREOF FILED OR RECORDED IN MY OFFICE  
ON 7-18-05 AND THE SAME IS A CORRECT  
TRANSCRIPT THEREOF. IN WITNESS WHEREOF, I HAVE  
HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

*Donna L. Benson 12-22-11*

COUNTY CLERK & CLERK OF THE SUPREME COUNTY COURTS,  
ORANGE COUNTY



THIS INDENTURE, made the 20<sup>th</sup> day of June, 2005.

**BETWEEN**

J&P Page Ventures, LLC with an address at 1456 Route 55, LaGrangeville, New York 12540,

party of the first part, and

JPJR Holdings, LLC, with an address at 1456 Route 55, LaGrangeville, New York 12540,

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of the sum of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the Town of Newburgh, County of Orange, and State of New York, which property is more fully described in Schedule "A," annexed hereto and made a part hereof.

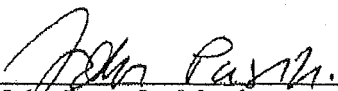
**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed as of the day and year first above written.

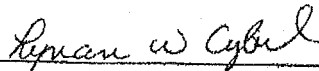
J&P Page Ventures, LLC

  
By: John Page, Jr., Member

 Member  
By: Patrick Page, Member

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

On the <sup>14</sup> day of June, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared John Page, Jr., personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.



Notary Public

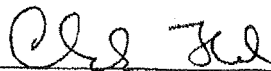
LYNNANN W. CYBULSKI  
Notary Public, State of New York  
Qualified in Orange County

No. 4975852

Commission Expires December 26, 2006

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

On the <sup>20</sup> day of June, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Patrick Page, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.



Notary Public

CHARLES E. FRANKEL  
Notary Public, State of New York  
Qualified in Orange County

My Commission Expires March 30, 2007



SCHEDULE "A"

ALL THAT certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being bounded and described as follows:

SEE ATTACHED

SCHEDULE "A"

SECTION 75 BLOCK 1 LOT 36

ALL THAT piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange, State of New York, and being designated as LOT NO. 2 on a map entitled "LOT LINE CHANGE PLAN, LANDS OF G&L REALTY" dated February 28, 2003 and filed in the Orange County Clerk's office May 9, 2003 as Map No. 144-03 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the westerly line of the existing Rockwood Drive (West) with the northerly line of the existing Chestnut Lane, said point being North 74 degrees 20 minutes 00 seconds East 368.77 feet and South 89 degrees 55 minutes 00 seconds East 85.57 feet from the point of intersection of said northerly line of Chestnut Lane with the easterly line of N.Y.S. Route 32, North Plank Road; thence, from said point of beginning and along said northerly line of Chestnut Lane, North 89 degrees 55 minutes 00 seconds West 85.57 feet and South 74 degrees 20 minutes 00 seconds West 136.93 feet to a point on the division line between Lot No. 1 of the above mentioned map on the west and south, and the parcel herein described on the east and north; thence, along the last said division line, the following (4) courses,

- (1) North 8 degrees 26 minutes 00 seconds West 32.01 feet;
- (2) North 9 degrees 17 minutes 00 seconds West 178.40 feet;
- (3) North 17 degrees 44 minutes 00 seconds West 123.99 feet and
- (4) South 72 degrees 16 minutes 00 seconds West 230.00 feet to a point in the easterly line of N.Y.S. Route 32, North Plank Road; thence, along the last said line, North 17 degrees 44 minutes 00 seconds West 87.10 feet and North 19 degrees 54 minutes 00 seconds West 226.10 feet to a point on the division line between the individual lands now or formerly of Bell and Barclay Manor Association on the northwest and north, and the parcel herein described on the southeast and south; thence, along the last said division line, the following four (4) courses,

- (1) North 59 degrees 58 minutes 00 seconds East 245.00 feet;
- (2) North 72 degrees 14 minutes 00 seconds East 149.20 feet;
- (3) North 48 degrees 55 minutes 00 seconds East 92.10 feet; and
- (4) North 30 degrees 00 minutes 00 seconds East 318.93 feet to a point on the division line between the lands now or formerly of Benziger on the northeast and the parcel herein described on the Southwest; thence along the last said division line, South 64 degrees 43 minutes 30 seconds East 133.07 feet to a point on the division line between the lands now or formerly of G&L Realty on the east, southeast and northeast, and the parcel herein described on the west, northwest and southwest; thence, along the last said division line, the following three (3) courses,

- (1) South 9 degrees 50 minutes 00 seconds West 103.75 feet;
- (2) South 36 degrees 37 minutes 00 seconds West 101.99 feet and

- (3) South 64 degrees 43 minutes 30 seconds East 150.00 feet to a point in the northwesterly line of the aforesaid Rockwood Drive (West); thence, along the northwesterly and westerly lines of Rockwood Drive (West), the following three courses,
  - (1) South 36 degrees 37 minutes 00 seconds West 104.97 feet;
  - (2) South 9 degrees 50 minutes 00 seconds West 307.04 feet and
  - (3) South 5 degrees 58 minutes 20 seconds West 329.50 feet to the point or place of beginning, containing 8.85 acres of land more or less.

SUBJECT TO ...

See drainage easement and appurtenances Orange County map no. 3658

See grants to Central Hudson Gas & Electric Corp. and New York Telephone Company in

Liber 1127 page 28  
Liber 1136 page 409  
Liber 1186 page 343  
Liber 1674 page 533

RESERVING ...

A 50 foot by 50 foot turnaround easement easterly of the division line between Lot No. 1, lands to be retained by G & L Realty, on the west and Lot No. 2, lands to be conveyed to Patrick Page et al., on the east.

BEING a portion of the premises described in a deed from Leonard Bell and Gladys F. Bell to G & L Realty Co. dated April 18, 1994 and recorded in the Orange County Clerk's office on May 23, 1994 in Liber 4038 at Page 14.

BEING a portion of the premises conveyed in a deed dated July 7, 2003 made by G&L Realty a/k/a G&L Realty Co. to J&P Page Ventures, LLC and recorded in the office of the Orange County Clerk on July 9, 2003 in Liber 1113 of Deeds at Page 321.

## **APPENDIX C**

**DESCRIPTION OF STORMWATER MANAGEMENT LOT  
TO BE DEDICATED TO THE TOWN, AND DESCRIPTION  
OF PROPOSED EASEMENT TO THE BENEFIT OF THE  
STORMWATER MANAGEMENT LOT**

### **Stormwater District Lot**

All that certain piece, parcel, or tract of land situated in the Town of Newburgh, County of Orange, and State of New York and being more particularly described as follows:

Beginning at a point on the northerly line of Chestnut Lane where the same is intersected by the division line of lands now or formerly of G & L Realty (L. 11132 p. 785) and lands now or formerly of JPJR Holdings, LLC. (L. 11896 p. 1630). Running thence along said division line North 21°19'50" West a distance of 32.01 feet and North 22°10'50" West a distance of 157.71 feet to a point;

Thence along the division line of the parcel herein described and lot 1 as shown on a map entitled "Subdivision prepared for JPJR Holdings, LLC" and to be filed in the Orange County Clerks Office North 83°04'30" East a distance of 261.82 feet to the westerly line of Rockwood Drive;

Thence along Rockwood Drive South 06°55'30" East a distance of 123.89 feet to Chestnut Lane;

Thence along Chestnut Lane South 77°11'10" West a distance of 85.57 feet and South 61°26'10" West a distance of 136.93 feet to the Point of Beginning.

Containing 35,541 square feet or 0.82 acres +/- of land.

## Drainage Easement

All that certain piece, parcel, or tract of land situated in the Town of Newburgh, County of Orange, and State of New York and being more particularly described as follows:

A drainage easement beginning at a point on the westerly side of Rockwood Drive where the same is intersected by Lot 6 and Lot 7 on a subdivision map entitled "Subdivision prepared for JPJR Holdings, LLC" and to be filed in the Orange County Clerks Office. Said point also being South 23°43'10" West a distance of 76.49 feet along Rockwood Drive from lands now or formerly of Loretta Rodarte (L.12333 p.1923).

Thence from said point of beginning and along the westerly line of Rockwood Drive South 23°42'56" West a distance of 28.47 feet, South 03°03'50" East a distance of 307.04 feet, and South 06°55'30" East a distance of 205.53 feet to a point in the Stormwater Management Lot on said map;

Thence along said Stormwater Management Lot South 83°04'30" West a distance of 15.00 feet to a point;

Thence through lots 1, 2, 3, 4, 11, 10, 9, 5, and 6 as shown on said map North 06°55'30" West a distance of 206.03 feet and North 03°03'50" West a distance of 340.65 feet to a point in the division line of lots 6 and 7;

Thence along said division line South 77°37'15" East a distance of 28.87 feet to the Point of Beginning.

Containing 8,347 square feet or 0.19 acres +/- of land.

**APPENDIX D**

**OPINION OF PROBABLE COST FOR PROPOSED  
STORMWATER IMPROVEMENTS AND RELATED  
EROSION CONTROL MEASURES**

Project Name: JPJR Holdings, LLC Subdivision  
 Planning Board No.: 2011-19

Municipality: Town of Newburgh  
 Date: 29-Jan-14

**PUBLIC IMPROVEMENT UNIT PRICES**  
(Updated December 2011)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
<b><u>Roadway and Parking Lot</u></b>							
Grade Subgrade in ROW	SY	\$ 0.90	\$ -	\$ -	\$ -	\$ -	\$ -
Cut and Chip Trees	AC	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Stump removal and disposal	AC	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Erosion Control	AC	\$ 3,200.00	4.3 \$	13,760.00	\$ -	\$ -	13,760.00
Silt Fence	LF	\$ 3.75	3185 \$	11,943.75	\$ -	\$ -	11,943.75
Roadway Subbase	CY	\$ 46.00	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Subbase (8" Course)	SY	\$ 10.50	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Subbase (12" Course)	SY	\$ 15.50	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Subbase (15" Course)	SY	\$ 19.00	\$ -	\$ -	\$ -	\$ -	\$ -
Asphalt Pavement	TN	\$ 135.00	\$ -	\$ -	\$ -	\$ -	\$ -
Asphalt Pavement (1.5" top)	SY	\$ 11.80	\$ -	\$ -	\$ -	\$ -	\$ -
Asphalt Pavement (2" top)	SY	\$ 15.20	\$ -	\$ -	\$ -	\$ -	\$ -
Asphalt Pavement (3" course)	SY	\$ 23.00	\$ -	\$ -	\$ -	\$ -	\$ -
Asphalt Pavement (3.5" course)	SY	\$ 26.72	\$ -	\$ -	\$ -	\$ -	\$ -
Asphalt Pavement (4" course)	SY	\$ 30.94	\$ -	\$ -	\$ -	\$ -	\$ -
Asphalt Pavement (5" course)	SY	\$ 38.00	\$ -	\$ -	\$ -	\$ -	\$ -
Asphalt Pavement (intensive handwork)	TN	\$ 210.00	\$ -	\$ -	\$ -	\$ -	\$ -
Tack Coat	SY	\$ 0.65	\$ -	\$ -	\$ -	\$ -	\$ -
Double Surface Treatment	SY	\$ 8.00	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway ROW Topsoil (6") & Seeding	SY	\$ 13.00	\$ -	\$ -	\$ -	\$ -	\$ -
Concrete Monuments	EA	\$ 145.00	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway As-Builts (50' Wide)	LF	\$ 1.10	\$ -	\$ -	\$ -	\$ -	\$ -
Street Signs (Traffic Control)	EA	\$ 225.00	\$ -	\$ -	\$ -	\$ -	\$ -
Street ID	EA	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -
Concrete Curbing	LF	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -
Concrete Sidewalk up to 1000 SY	SY	\$ 85.00	\$ -	\$ -	\$ -	\$ -	\$ -
Concrete Sidewalk >1000 SY	SY	\$ 58.00	\$ -	\$ -	\$ -	\$ -	\$ -
Concrete Sidewalk (4' Wide)	LF	\$ 38.00	\$ -	\$ -	\$ -	\$ -	\$ -



Project Name: JPJR Holdings, LLC Subdivision  
 Planning Board No.: 2011-19

Municipality: Town of Newburgh  
 Date: 29-Jan-14

**PUBLIC IMPROVEMENT UNIT PRICES**  
**(Updated December 2011)**

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Concrete Sidewalk (5' Wide)	LF	\$ 47.00	\$	-	\$	-	\$ -
Street Trees (2.5" Cal; w/ frame and grate)	EA	\$ 1,100.00	\$	-	\$	-	\$ -
Street Trees (2.5" Cal)	EA	\$ 650.00	\$	-	\$	-	\$ -
Street Lights (std. luminair, w/g feed)	EA	\$ 8,000.00	\$	-	\$	-	\$ -
Guide Rail (W-Beam)	LF	\$ 50.00	312 \$	15,600.00	\$	-	\$ 15,600.00
Guide Rail (Box Beam)	LF	\$ 70.00	\$	-	\$	-	\$ -
End Section (W-Beam)	EA	\$ 900.00	2 \$	1,800.00	\$	-	\$ 1,800.00
End Section (Box Beam, Type 1, 9' taper)	EA	\$ 600.00	\$	-	\$	-	\$ -
End Section (Box Beam, Type 2, 18' taper)	EA	\$ 1,200.00	\$	-	\$	-	\$ -
Modular Block Retaining Wall (upto 6' High)	SF	\$ 40.00	\$	-	\$	-	\$ -
Modular Block Retaining Wall (over 6' High)	SF	\$ 50.00	\$	-	\$	-	\$ -
Concrete Retaining Wall (upto 6' High)	CY	\$ 700.00	\$	-	\$	-	\$ -
Concrete Retaining Wall (over 6' High)	CY	\$ 850.00	\$	-	\$	-	\$ -
<b><u>Drainage</u></b>							
Catch Basin	EA	\$ 3,600.00	1 \$	3,600.00	\$	-	\$ 3,600.00
Stormwater Manhole	EA	\$ 4,000.00	\$	-	\$	-	\$ -
Connection to Existing Catch Basin	EA	\$ 1,000.00	1 \$	1,000.00	\$	-	\$ 1,000.00
Stormwater Pipe (CMP - 15" coated)	LF	\$ 65.00	\$	-	\$	-	\$ -
Stormwater Pipe (CMP - 18" coated)	LF	\$ 74.00	\$	-	\$	-	\$ -
Stormwater Pipe (CMP - 24" coated)	LF	\$ 90.00	\$	-	\$	-	\$ -
Stormwater Pipe (CMP - 30" coated)	LF	\$ 127.00	\$	-	\$	-	\$ -
Stormwater Pipe (CMP - 36" coated)	LF	\$ 150.00	\$	-	\$	-	\$ -
Stormwater Pipe (CMP - 48" coated)	LF	\$ 190.00	\$	-	\$	-	\$ -
End Section (CMP - coated)	EA	\$ 600.00	\$	-	\$	-	\$ -
Stormwater Pipe (HDPE - 15")	LF	\$ 55.00	\$	-	\$	-	\$ -
Stormwater Pipe (HDPE - 18")	LF	\$ 68.00	18 \$	1,224.00	\$	-	\$ 1,224.00
Stormwater Pipe (HDPE - 24")	LF	\$ 75.00	200 \$	15,000.00	\$	-	\$ 15,000.00
Stormwater Pipe (HDPE - 30")	LF	\$ 90.00	\$	-	\$	-	\$ -
Stormwater Pipe (HDPE - 36")	LF	\$ 105.00	\$	-	\$	-	\$ -
Stormwater Pipe (HDPE - 48")	LF	\$ 140.00	\$	-	\$	-	\$ -
End Section (HDPE)	EA	\$ 600.00	16 \$	9,600.00	\$	-	\$ 9,600.00
Stormwater Pipe (RCP - 15")	LF	\$ 60.00	\$	-	\$	-	\$ -

Project Name: JPJR Holdings, LLC Subdivision  
 Planning Board No.: 2011-19

Municipality: Town of Newburgh  
 Date: 29-Jan-14

**PUBLIC IMPROVEMENT UNIT PRICES**  
(Updated December 2011)

Description	Unit	Unit Cost	Total		Completed Quantity	Completed Cost	Remaining Cost
			Quantity	Total Cost			
Stormwater Pipe (RCP - 18")	LF	\$ 68.00	\$	-		\$ -	\$ -
Stormwater Pipe (RCP - 24")	LF	\$ 75.00	\$	-		\$ -	\$ -
Stormwater Pipe (RCP - 30")	LF	\$ 120.00	\$	-		\$ -	\$ -
Stormwater Pipe (RCP - 36")	LF	\$ 150.00	\$	-		\$ -	\$ -
Stormwater Pipe (RCP - 48")	LF	\$ 215.00	\$	-		\$ -	\$ -
End Section (RCP)	EA	\$ 750.00	\$	-		\$ -	\$ -
Concrete Headwall	EA	\$ 6,100.00	\$	-		\$ -	\$ -
Rip Rap Drainage Channel	CY	\$ 52.00	\$	-		\$ -	\$ -
Non-lined Drainage Channel	LF	\$ 12.00	358	4,296.00		\$ -	\$ 4,296.00
Preforated Pipe/Stone Underdrain	LF	\$ 26.00	\$	-		\$ -	\$ -
Concrete Box Culvert (6'x4') w/wingwalls	LF	\$ 2,300.00	\$	-		\$ -	\$ -
Concrete Box Culvert (3'x3') w/wingwalls	LF	\$ 1,800.00	\$	-		\$ -	\$ -
<b><u>Water</u></b>							
Watermain (DI - 8")	LF	\$ 80.00	\$	-		\$ -	\$ -
Gate Valve (8")	EA	\$ 1,700.00	\$	-		\$ -	\$ -
Tapping Sleeve and Valve (8")	EA	\$ 6,000.00	\$	-		\$ -	\$ -
Watermain (DI - 12")	LF	\$ 90.00	\$	-		\$ -	\$ -
Gate Valve (12")	EA	\$ 2,600.00	\$	-		\$ -	\$ -
Tapping Sleeve and Valve (12")	EA	\$ 7,500.00	\$	-		\$ -	\$ -
Hydrant Assembly	EA	\$ 5,200.00	\$	-		\$ -	\$ -
House service (w/out licensed plumber)	EA	\$ 2,000.00	\$	-		\$ -	\$ -
Air relief Valve & Vault	EA	\$ 5,000.00	\$	-		\$ -	\$ -
Pressure Reducing Valve & Vault	EA	\$ 10,500.00	\$	-		\$ -	\$ -
Watermain Offset (8")	EA	\$ 5,000.00	\$	-		\$ -	\$ -
Line Stop and Gate Valve installation (8")	EA	\$ 9,000.00	\$	-		\$ -	\$ -
Insertion Valve (8")	EA	\$ 11,000.00	\$	-		\$ -	\$ -
6" C900 PVC	LF	\$ 55.00	\$	-		\$ -	\$ -
6" Gate Valve	EA	\$ 1,000.00	\$	-		\$ -	\$ -
<b><u>Sewer</u></b>							
Sewer Main (PVC - 8")	LF	\$ 68.00	\$	-		\$ -	\$ -
Sewer Main (PVC - 12")	LF	\$ 84.00	\$	-		\$ -	\$ -
Sewer PVC Force Main	LF	\$ 68.00	\$	-		\$ -	\$ -



**PETITION  
TO THE TOWN BOARD  
OF THE TOWN OF NEWBURGH  
FOR THE ESTABLISHMENT OF A DRAINAGE DISTRICT**

TO: THE TOWN BOARD OF THE TOWN OF NEWBURGH  
ORANGE COUNTY, NEW YORK:

The undersigned, being the owner(s) of all of the taxable real property situated in the proposed drainage district described below in the Town of Newburgh, New York and owning in the aggregate at least one-half (1/2) of the assessed valuation of all of the taxable real property in the proposed drainage district as shown upon the latest completed assessment roll of the Town of Newburgh and including the resident owners, if any, of the taxable real property aggregating at least one-half (1/2) of all the taxable real property of the proposed drainage district owned by resident owners, according to the latest completed assessment roll of the Town, do(es) hereby petition your Honorable Board as follows:

1. Petitioner petitions, pursuant to Town Law Article 12, the Town Board to establish a drainage district in the Town of Newburgh, County of Orange, State of New York, which proposed drainage district is bounded and described in the annexed Schedule "A".
2. Petitioner requests that said Drainage District be initially known as the JPJR Holdings, LLC Subdivision Drainage District
3. Said described territory is outside of any incorporated village or city and totally within the Town of Newburgh. The formation of the proposed drainage district is requested in conjunction with a proposed eleven (11) lot subdivision of property designated on the Town of Newburgh Tax Map as Section 75, Block 1, Lot(s) 36.2, which subdivision is known as JPJR Holdings, LLC Subdivision, and is located in the R3 Zoning District of the Town of Newburgh.
4. The maps and plans annexed hereto and made a part of this petition show the boundaries of the proposed drainage district sufficiently to identify the lands as in a deed of conveyance,

including the construction of proposed drainage facilities, and the location and a general plan thereof and, further, identify the property proposed to be conveyed and dedicated for the proposed district's drainage purposes as in a deed of conveyance.

5. The said map and plans have been prepared by Hudson Land Design, PC having an address at 174 Main Street, Beacon, New York 12508, competent engineers fully licensed by the State of New York.

6. The improvements in the proposed drainage district shall be constructed at the expense of a petitioning owner of taxable real property in the district and dedicated to the Town of Newburgh on behalf of the district and accordingly, this petition does not request the construction or acquisition of an improvement, and accordingly the maximum amount proposed to be expended for construction or acquisition is \$0.00.

7. This petition does propose the provision of repair and maintenance of dedicated drainage improvements of the proposed drainage district at a maximum amount of \$5,500 to be expended annually. Such expense shall be assessed, levied and collected from the several lots and parcels of land within the proposed drainage district so much upon and from each as shall be in just proportion to the amount of benefit which the Town Board shall determine confers upon the improvement. The annual cost to each homeowner in the proposed drainage district is estimated to be \$500.

8. The assessed valuation of all the taxable real property situate in the proposed drainage district, as such valuations appear upon the latest completed assessment roll of the Town of Newburgh is \$ [REDACTED], The assessed valuation of all the taxable real property situate in the proposed drainage district owned by resident owners thereof, as such valuations appear upon the latest completed assessment roll of the Town of Newburgh is \$ [REDACTED]

9. All of the petitioners are owners, including resident owners, of real property situate in the proposed drainage district, which property according to the latest completed assessment roll of the Town of Newburgh, shows the assessed valuations respectively set out next to the names of the petitioners below:

Name and Address of <b>Resident</b> Petitioner(s) Owning Property in Proposed	Assessed Valuation of Property on Last Assessment Roll	Tax Map No.
--	---	-------------

Drainage District

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_

**Name and Address of Non-Resident  
Petitioner(s) Owning Property in Proposed  
Drainage District**

**Assessed Valuation of Property  
on Last Assessment Roll**

**Tax Map No.**

JPJR Holdings, LLC  
1456 Route 55  
LaGrangeville, NY 12540

\$ 99700 -

75-1-36.2

\$ \_\_\_\_\_

\_\_\_\_\_

WHEREFORE, petitioner(s) respectfully request(s) that the Town Board of the Town of Newburgh establish the JPJR Holdings, LLC Subdivision Drainage District hereinabove proposed and described and that a public hearing thereon be held in accordance with law.

**Names and Addresses  
of Petitioners Owning  
Property in Proposed  
Extension**

**Date**

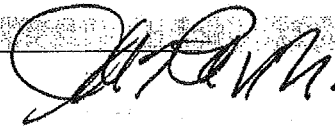
**Signature**

**Title**

JPJR Holdings, LLC

1456 Route 55

LaGrangeville, NY 12540

A handwritten signature in black ink, appearing to be "J.P.J.R.", written over a horizontal line.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

LIETTE RANCOURT  
NOTARY PUBLIC, State of New York  
Reg. No. 5006321  
Residing in Dutchess County  
Commission Expires Dec. 28, 19

On the 12 day of June in the year 2012 before me, the undersigned, personally appeared John Page Jr 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.

Liette Rancourt  
Notary Public

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

On the        day of        in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ 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        day of        , in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ 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        day of        , in the year 200\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ 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



BOARD OF ASSESSMENT REVIEW  
TOWN OF NEWBURGH  
1496 Route 300  
Newburgh, NY 12550

Gerard J. Amoroso, Chairman  
Louis P. Fortunato, Joseph James  
Joseph Lecaroz, William R. Wiseman, Jr.

Dear Taxpayer:

The Board of Assessment Review for the Town of Newburgh has met to hear complaints of aggrieved taxpayers on their proposed 2012 property assessment.

After a great deal of consideration was given to your complaint and the data which you submitted to justify a reduction, the Board determined that the 2012 assessment be:

TAX MAP NUMBER: 75-1-36.2 ASSESSMENT: \$99,700

REASON FOR DECISION:

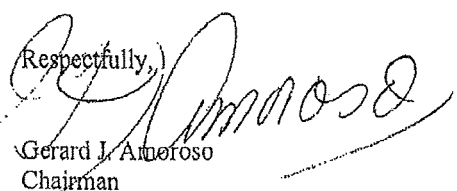
- A)  The proof of valuation you presented was adequate to warrant a reduction to the above assessment.  
B)  Insufficient data was supplied to act on your complaint.  
C)  Your supporting information was insufficient to warrant a reduction.  
D)  Sales were not comparable to your property.  
E)  The written appraisal was incomplete.  
F)  The income and expense statement was incomplete. (income producing property)  
G)  The construction cost details were incomplete.  
H)  Additional information received from other Town departments' supports current assessment.  
I)  The properties you submitted were not comparable to your property.  
J)  Authorization certificate incomplete.  
K)  Unable to act on your request for review. Form filed after date of the hearings or inaccurately filed.  
L)  Your complaint has been dismissed because of your (or your representative's) willful neglect or refusal to attend this Board's hearing or to be examined concerning your complaint or to answer questions relevant to your complaint. Where the court finds that a dismissal is warranted no assessment can be granted.  
M)  Ratification of Stipulations  
N)  Other Tentative Value \_\_\_\_\_ does not warrant further reduction.

We sincerely hope that you are satisfied with our determination. However, if you are dissatisfied with our determination, you may seek judicial review under Article 7 of the Real Property Tax Law, or in the following manor.

If you are the owner of a one, two or three family residential structure and reside at such residence, you may seek Small Claims Assessment Review pursuant to Title one-A of Article 7 of the Real Property Tax Law. Small Claims Review petitions may be obtained at The Orange County Clerk's Office, Main Street, Goshen, NY.

Petitions for Judicial Review MUST BE FILED WITHIN 30 DAYS after the final completion and filing of the Final Assessment Roll (July 1<sup>st</sup>) in the Town of Newburgh or until the notice of filing is published, whichever is later.

Respectfully,

  
Gerard J. Amoroso  
Chairman

This notice is being sent to you in compliance with sections 525 & 1524 of The Real Property Tax Law.

SCHEDULE "A"

METES AND BOUNDS DESCRIPTION OF  
PROPOSED DRAINAGE DISTRICT'S BOUNDARIES

SCHEDULE "A"

SECTION 75 BLOCK 1 LOT 36

ALL THAT piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange, State of New York, and being designated as LOT NO. 2 on a map entitled "LOT LINE CHANGE PLAN, LANDS OF G&L REALTY" dated February 28, 2003 and filed in the Orange County Clerk's office May 9, 2003 as Map No. 144-03 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the westerly line of the existing Rockwood Drive (West) with the northerly line of the existing Chestnut Lane, said point being North 74 degrees 20 minutes 00 seconds East 368.77 feet and South 89 degrees 55 minutes 00 seconds East 85.57 feet from the point of intersection of said northerly line of Chestnut Lane with the easterly line of N.Y.S. Route 32, North Plank Road; thence, from said point of beginning and along said northerly line of Chestnut Lane, North 89 degrees 55 minutes 00 seconds West 85.57 feet and South 74 degrees 20 minutes 00 seconds West 136.93 feet to a point on the division line between Lot No. 1 of the above mentioned map on the west and south, and the parcel herein described on the east and north; thence, along the last said division line, the following (4) courses,

- (1) North 8 degrees 26 minutes 00 seconds West 32.01 feet;
- (2) North 9 degrees 17 minutes 00 seconds West 178.40 feet;
- (3) North 17 degrees 44 minutes 00 seconds West 123.99 feet and
- (4) South 72 degrees 16 minutes 00 seconds West 230.00 feet to a point in the easterly line of N.Y.S. Route 32, North Plank Road; thence, along the last said line, North 17 degrees 44 minutes 00 seconds West 87.10 feet and North 19 degrees 54 minutes 00 seconds West 226.10 feet to a point on the division line between the individual lands now or formerly of Bell and Barclay Manor Association on the northwest and north, and the parcel herein described on the southeast and south; thence, along the last said division line, the following four (4) courses,

- (1) North 59 degrees 58 minutes 00 seconds East 245.00 feet;
- (2) North 72 degrees 14 minutes 00 seconds East 149.20 feet;
- (3) North 48 degrees 55 minutes 00 seconds East 92.10 feet; and
- (4) North 30 degrees 00 minutes 00 seconds East 318.93 feet to a point on the division line between the lands now or formerly of Benziger on the northeast and the parcel herein described on the Southwest; thence along the last said division line, South 64 degrees 43 minutes 30 seconds East 133.07 feet to a point on the division line between the lands now or formerly of G&L Realty on the east, southeast and northeast, and the parcel herein described on the west, northwest and southwest; thence, along the last said division line, the following three (3) courses,

- (1) South 9 degrees 50 minutes 00 seconds West 103.75 feet;
- (2) South 36 degrees 37 minutes 00 seconds West 101.99 feet and

- (3) South 64 degrees 43 minutes 30 seconds East 150.00 feet to a point in the northwesterly line of the aforesaid Rockwood Drive (West); thence, along the northwesterly and westerly lines of Rockwood Drive (West), the following three courses,
- (1) South 36 degrees 37 minutes 00 seconds West 104.97 feet;
  - (2) South 9 degrees 50 minutes 00 seconds West 307.04 feet and
  - (3) South 5 degrees 58 minutes 20 seconds West 329.50 feet to the point or place of beginning, containing 8.85 acres of land more or less.

SUBJECT TO ...

See drainage easement and appurtenances Orange County map no. 3658

See grants to Central Hudson Gas & Electric Corp. and New York Telephone Company in

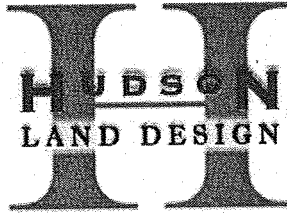
Liber 1127 page 28  
Liber 1136 page 409  
Liber 1186 page 343  
Liber 1674 page 533

RESERVING ...

A 50 foot by 50 foot turnaround easement easterly of the division line between Lot No. 1, lands to be retained by G & L Realty, on the west and Lot No. 2, lands to be conveyed to Patrick Page et al., on the east.

BEING a portion of the premises described in a deed from Leonard Bell and Gladys F. Bell to G & L Realty Co. dated April 18, 1994 and recorded in the Orange County Clerk's office on May 23, 1994 in Liber 4038 at Page 14.

BEING a portion of the premises conveyed in a deed dated July 7, 2003 made by G&L Realty a/k/a G&L Realty Co. to J&P Page Ventures, LLC and recorded in the office of the Orange County Clerk on July 9, 2003 in Liber 1113 of Deeds at Page 321.



*Civil & Environmental Engineering Consultants  
174 Main Street, Beacon, New York 12508  
Phone: 845-440-6926 Fax: 845-440-6637  
www.HudsonLandDesign.com*

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June 17, 2014

Wayne C. Booth, Supervisor  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

Re: Rockwood Drive Subdivision (Town Project #2011-19)  
Tax ID: 75-1-36.2  
Proposed Drainage District

Dear Supervisor Booth:

With respect to the above referenced project, enclosed please find a petition from the Owner for establishment of a drainage district along with the required Map, Plan and Report and all related easement declarations and dedication paperwork.

Should you have any questions or require additional information, please feel free to call me at 845-440-6926.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon D. Bodendorf". The signature is fluid and cursive, with a large initial "J" and "B".

Jon D. Bodendorf, P.E.  
Principal

cc: John Page, Jr.  
Daniel G. Koehler, P.E. (HLD File)

## STORM DRAINAGE EASEMENT

This Indenture made as of \_\_\_\_\_, 2014, by and between JPJR Holdings, LLC, a limited liability company with an address at 1456 Route 55, LaGrangeville, New York 12540 ("Grantor") and the TOWN OF NEWBURGH, a municipal corporation with its principal offices located at Town Hall, 1496 Route 300, Town of Newburgh, County of Orange, State of New York 12550 ("Grantee").

### WITNESSETH

The Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and release unto the Grantee, its successors or assigns forever, a permanent easement for the purpose of constructing, operation and maintenance of drainage facilities, and such other utility lines and accessory facilities, including but not limited to stormwater sewer, and drainage purposes, as the Grantee may elect, upon the terms and conditions hereinafter stated in, on, under, over and through the property of the Grantor in the Town of Newburgh, County of Orange and State of New York and more particularly described as set forth in Schedule "A" annexed (the "Easement Premises").

1. The Grantor hereby grants and conveys to the Grantee a permanent easement over the Easement Premises for the construction, reconstruction, installation, repair, replacement, maintenance, operation, and removal of such lines, pipes, mains, cleanouts, and other necessary or incidental appurtenances thereto, as the Grantee, in its sole judgment, shall deem necessary, together with the right for such purposes to enter onto and over the Grantor's premises.
2. The Grantor hereby grants and conveys to the Grantee the right, at any time, to trim, cut and remove any trees, limbs, shrubs, debris or other objects located within the Easement Premises which, in the sole reasonable judgment of the Grantee, may interfere with, obstruct or endanger the use of the Easement Premises for the Easement purposes herein stated.
3. The Grantee, its successors and assigns, hereby covenants and agrees that whenever it excavates or otherwise substantially disturbs the surface of the Easement Premises, it shall, at its own cost and expense, and to the extent possible without interfering with the Easement purposes stated herein, restore said land to substantially the same condition as existed prior to such excavation or disturbance.
4. The Grantor hereby reserves the right to full use and enjoyment of the Easement Premises, except as is otherwise limited herein and provided such use and enjoyment does not interfere with the use for which this easement is granted.
5. The Grantee shall defend, hold harmless and indemnify Grantor, its successors

and/or assigns, against any and all claims and liability for property damage, environmental contamination, bodily injury and/or death which may arise out of the exercise by the Grantee or its agents, successors, or assigns, of the easement purposes stated herein.

6. 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.

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

**GRANTOR:**

JPJR HOLDINGS, LLC

By: \_\_\_\_\_

  
John Page, Jr., Member

**GRANTEE:**

THE TOWN OF NEWBURGH

By: \_\_\_\_\_





SCHEDULE A

## Drainage Easement

All that certain piece, parcel, or tract of land situated in the Town of Newburgh, County of Orange, and State of New York and being more particularly described as follows:

A drainage easement beginning at a point on the westerly side of Rockwood Drive where the same is intersected by Lot 6 and Lot 7 on a subdivision map entitled "Subdivision prepared for JPJR Holdings, LLC" and to be filed in the Orange County Clerks Office. Said point also being South 23°43'10" West a distance of 76.49 feet along Rockwood Drive from lands now or formerly of Loretta Rodarte (L.12333 p.1923).

Thence from said point of beginning and along the westerly line of Rockwood Drive South 23°42'56" West a distance of 28.47 feet, South 03°03'50" East a distance of 307.04 feet, and South 06°55'30" East a distance of 205.53 feet to a point in the Stormwater Management Lot on said map;

Thence along said Stormwater Management Lot South 83°04'30" West a distance of 15.00 feet to a point;

Thence through lots 1, 2, 3, 4, 11, 10, 9, 5, and 6 as shown on said map North 06°55'30" West a distance of 206.03 feet and North 03°03'50" West a distance of 340.65 feet to a point in the division line of lots 6 and 7;

Thence along said division line South 77°37'15" East a distance of 28.87 feet to the Point of Beginning.

Containing 8,347 square feet or 0.19 acres +/- of land.

## DRAINAGE EASEMENT

This Indenture made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between JPJR Holdings, LLC, with an address at 1456 Route 55, LaGrangeville, New York 12540 (collectively "Grantor") and the TOWN OF NEWBURGH, a municipal corporation with its principal offices located at 1496 Route 300, Town of Newburgh, County of Orange, State of New York 12550 ("Grantee").

### WITNESSETH

The Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS and other good and valuable consideration, paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and release unto the Grantee, its successors and assigns forever, a permanent easement for drainage purposes upon the terms and conditions hereinafter stated, in, under, on, over and through the property of the Grantor situate, lying and being in the Town of Newburgh, County of Orange and State of New York and more particularly described as set forth in Schedule "A" annexed (the "Easement Premises").

1. The Grantor hereby establishes, grants and conveys to the Grantee a permanent easement in, over, under, on and through the Easement Premises for drainage purposes, including but not limited to the diversion, discharge or carriage of drainage waters from or to Grantee's highways and facilities and for constructing, excavating, laying, installing, reconstructing, operating, maintaining, repairing, replacing, and relocating drainage facilities including drainage lines, pipes, culverts, gutters, ditches, mains, manholes, drywells, ducts and trenches, and any necessary or incidental appurtenances thereto as the Grantee, in its sole judgment, shall deem necessary, together with the right for such purposes to enter onto and over the Grantor's property and the Easement Premises.

2. The Grantor hereby grants and conveys to the Grantee, its contractors, agents and assigns the perpetual right, at any time, to enter upon and use equipment within said Easement Premises and to temporarily cart, haul and store materials for said drainage purposes, together with, the right to trim, cut and remove any trees, limbs, roots, shrubs, underbrush, debris, structures, obstructions or other objects located within the Easement Premises which, in the sole judgment of the Grantee, may interfere with, obstruct or endanger the use of the Easement Premises for the Easement purposes herein stated. Grantee agrees to restore, to the extent such restoration does not interfere with the drainage purposes herein and is practicable, the Grantor's property to its prior condition after installation, construction, replacement, relocation, repair, maintenance or other work within the Easement Premises.

3. The Grantor hereby agrees that no new structures, permanent improvements or obstructions of any kind, shall be constructed on the Easement Premises, without the prior written consent of Grantee. Furthermore, the Grantor hereby acknowledges and agrees that, although general landscaping is permitted within the Easement Premises, no trees shall be planted within the Easement Premises.

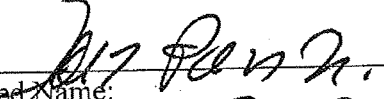
4. The Grantor hereby reserves the right to the full use and enjoyment of the Easement Premises, except as is otherwise limited herein and provided such use and enjoyment does not interfere with the use for which this easement is granted.

5. The Grantor additionally expressly grants and conveys to the Grantee rights and the right to apportion this easement in, on, under, over and through the Easement Premises to others, for the diversion and discharge of drainage waters and for related drainage purposes, including but not limited to constructing, excavating, laying, installing, reconstructing, operating, maintaining, repairing, replacing, and relocating drainage facilities including drainage lines, pipes, culverts, gutters, ditches, mains, manholes, drywells, ducts and trenches, and any necessary or incidental appurtenances thereto other necessary or incidental appurtenances thereto, provided however that such rights and any such apportionment shall be subject to the covenants, conditions and obligations set forth in paragraphs "2", "3" and "4" herein, as if said paragraphs were set forth in full herein and in any such apportionment of this easement.

6. 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.

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

GRANTOR

  
Printed Name: JOHN PAGE JR

Printed Name: \_\_\_\_\_

GRANTEE

THE TOWN OF NEWBURGH

By: \_\_\_\_\_  
Wayne C. Booth, Supervisor

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

On the 12 day of June, in the year 2014 before me, the undersigned, personally appeared John Page Jr 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.

L. ETTE RANCOURT
NOTARY PUBLIC, State of New York
Reg. No. 5006321
Residing in Dutchess County
Commission Expires Dec. 28, 2014

[Handwritten Signature]
Notary Public

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

On the day of , in the year 2014 before me, the undersigned, personally appeared 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 day of in the year 2011 before me, the undersigned, personally appeared Wayne C. Booth 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

## Drainage Easement

All that certain piece, parcel, or tract of land situated in the Town of Newburgh, County of Orange, and State of New York and being more particularly described as follows:

A drainage easement beginning at a point on the westerly side of Rockwood Drive where the same is intersected by Lot 6 and Lot 7 on a subdivision map entitled "Subdivision prepared for JPJR Holdings, LLC" and to be filed in the Orange County Clerks Office. Said point also being South 23°43'10" West a distance of 76.49 feet along Rockwood Drive from lands now or formerly of Loretta Rodarte (L.12333 p.1923).

Thence from said point of beginning and along the westerly line of Rockwood Drive South 23°42'56" West a distance of 28.47 feet, South 03°03'50" East a distance of 307.04 feet, and South 06°55'30" East a distance of 205.53 feet to a point in the Stormwater Management Lot on said map;

Thence along said Stormwater Management Lot South 83°04'30" West a distance of 15.00 feet to a point;

Thence through lots 1, 2, 3, 4, 11, 10, 9, 5, and 6 as shown on said map North 06°55'30" West a distance of 206.03 feet and North 03°03'50" West a distance of 340.65 feet to a point in the division line of lots 6 and 7;

Thence along said division line South 77°37'15" East a distance of 28.87 feet to the Point of Beginning.

Containing 8,347 square feet or 0.19 acres +/- of land.

**DECLARATION OF RESTRICTION  
AFFECTING EACH AND EVERY LOT IN  
JPJR HOLDINGS, LLC SUBDIVISION  
FILED MAP NO. [REDACTED]**

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **JPJR Holdings, LLC**, a New York limited liability company with an address at 1456 Route 55, LaGrangeville, NY 12540 (hereinafter "Declarant"),

WHEREAS, Declarant is the owner of certain real property located in the Town of Newburgh, County of Orange and State of New York which appears on a certain subdivision map entitled "Subdivision Plan for JPJR Holdings, LLC Subdivision, Town of Newburgh, Orange County, New York" filed in the Orange County Clerk's Office as Map No. [REDACTED] (hereinafter the "Subdivision"), and

WHEREAS, the Declarant wishes to insure the compliance with requirements and conditions of the Town of Newburgh in connection with the establishment of the JPJR Holdings, LLC Subdivision Drainage District (the "Conditions") so that when any lot in the Subdivision is conveyed the purchaser is notified that the lot is within the boundaries of the JPJR Holdings, LLC Subdivision Drainage District of the Town of Newburgh and is subject to annual assessment for the costs of the maintenance, repair and replacement of the Drainage District's improvements, insurance and administrative expenses. , and

WHEREAS, Declarant makes this Declaration intended to be recorded in the Orange County Clerk's Office,

NOW, THEREFORE, Declarant declares as follows:

1. Deeds of Conveyance. That when any lot in the Subdivision is conveyed, the contract of sale and deed of conveyance shall recite

"The premises are located within the boundaries of the approved JPJR Holdings, LLC Subdivision Drainage District of the Town of Newburgh and are subject to annual assessment for the costs of the maintenance, repair and replacement of the Drainage District's improvements, insurance and administrative expenses. The Town Board of the Town of Newburgh has regulated the construction of all private drains and storm sewers in the Drainage District and prescribed the manner in which storm sewer connections shall be made."

This Declaration shall be deemed to be a covenant running with the land and shall be binding on all successors and assigns of the Declarant owning any of the lots in the Subdivision (the "Owners").

2. Enforcement. The Declarant grants to the Town of Newburgh, a municipal corporation of the State of New York (hereinafter the "Town") and to each Owner the right to enforce this

Declaration against any person violating or attempting to violate this Declaration. In the event the Town and/or any such Owner brings an action to enforce this Declaration and is successful in such action, the Town and/or the Owner shall recover the cost and expenses of any activities it undertook to remedy the failure of compliance as well as the cost of legal proceedings and reasonable attorneys' fees.

3. Termination on Dissolution of Drainage District This Declaration shall terminate upon the dissolution of the JPJR Holdings, LLC Subdivision Drainage District by the Town of Newburgh

4. Amendment. This Declaration shall not be amended or, except as otherwise provided herein, terminated except by a written instrument, executed written instrument, executed by the Town of Newburgh and the Owner, or their successors and assigns, which amendment shall be duly recorded in the Office of the Orange County Clerk.

5. Severability. If any provision hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

6. Construction. Unless the context clearly requires otherwise, as used in this Declaration, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Declaration and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

7. Headings. The titles and headings of the sections of this Declaration have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof, nor be considered or given any effect in construing this Declaration or any provisions hereof, or in ascertaining intent if any question of intent shall arise.

8. Governing Law. This Declaration shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration as of the day and year first above written.

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By: [Signature]  
Printed Name:  
Title: GENERAL PARTNER



STATE OF NEW YORK :

COUNTY OF <sup>:SS.</sup> Dutchess:

On the 12 day of June, 2014, before me, the undersigned, a notary public in and for said state, personally appeared John Page Jr personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

LIETTE RANCOURT  
NOTARY PUBLIC, State of New York  
Reg. No. 5006321  
Residing in Dutchess County  
Commission Expires Dec. 28, 12  
2014

John Page Jr  
Notary Public

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN**

party of the first part, and

TOWN OF NEWBURGH, a municipal corporation having with its principal offices located at 1496 Route 300, Town of Newburgh, County of Orange, State of New York 12550, for and on behalf of the JPJR HOLDINGS, LLC SUBDIVISION DRAINAGE DISTRICT

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of the sum of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants as follows:

First. - That the party of the first part is seized of the said premises in fee simple, and has good

right to convey the same;

Second. - That the party of the second part shall quietly enjoy the said premises;

Third. - That the said premises are free from incumbrances;

Fourth. - That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth. - That the party of the first part will forever warrant the title to said premises;

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed as of the day and year first above written.

\_\_\_\_\_  
By: John Pageja

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

On the 12 day of JUNE, 2014 before me, the undersigned, a Notary Public in and for said state, personally appeared John Pageja personally known to be 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 their capacity(ies), and that by his her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

LIETTE RANCOURT  
NOTARY PUBLIC, State of New York  
Reg. No. 5006321  
Residing in Dutchess County  
Commission Expires Dec. 28, 15  
2014

Liette Rancourt  
\_\_\_\_\_  
Notary Public

IRREVOCABLE OFFER OF DEDICATION  
(Drainage District Facilities)

This Offer of Dedication made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from JPJR Holdings, LLC, a *domestic corporation/limited liability company* with principal offices at 1456 Route 55, LaGrangeville, New York, 12540 (hereinafter referred to as "Grantor"), to the TOWN OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York having its principal offices located at Town Hall, 1496 Route 300, Newburgh, New York, (hereinafter referred to as the "Town of Newburgh" or the "Town").

WITNESSETH

WHEREAS, JPJR Holdings, LLC, is the owner in fee of certain real property located in the Town of Newburgh as shown on a certain plan of subdivision entitled "Subdivision of lands of JPJR Holdings, LLC, Town of Newburgh, Orange County, New York", prepared by Daniel G. Koehler, P.E., (hereinafter the "Subdivision Plat"), which Subdivision Plat is intended to be filed in the Orange County Clerk's Office simultaneously with the recording of this instrument, and

WHEREAS, the Town of Newburgh Planning Board has heretofore granted the Subdivision Plat conditional final subdivision approval conditioned, among other things, upon the Grantor dedicating certain drainage improvements to the Town of Newburgh as shown on the subdivision plat, and

WHEREAS, the Town of Newburgh Town Board has been petitioned by Grantor to establish a drainage district to be known as JPJR Holdings, LLC Subdivision Drainage District to operate and maintain said drainage improvements; and

WHEREAS, the Grantor wishes to make an irrevocable offer of dedication of the proposed public drainage improvements as shown on said Subdivision Plat.

NOW THEREFORE, the undersigned Grantor covenants and warrants that it is seized of title to said premises in fee simple and has good and unencumbered right to convey same and does hereby irrevocably offer to convey and dedicate to the Town of Newburgh the following:

1. All its right, title and interest in and to certain premises situate, lying and being in the Town of Newburgh, Orange County, New York and shown on the above described subdivision plat as more particularly described in Schedule "A" annexed hereto and made a part hereof for public drainage purposes.
2. Together with perpetual drainage easements, as more particularly and definitely depicted on the Subdivision Plat and described in Schedule "B" annexed hereto and made a part hereof. The said perpetual drainage easements are granted for the diversion and discharge of drainage waters and for related drainage purposes, including but not limited to constructing, excavating, laying, installing, reconstructing, operating, maintaining, repairing, replacing, and relocating drainage facilities including drywells, basins, ponds, drainage lines, pipes, culverts, gutters, ditches, mains, ducts and trenches, and any necessary or incidental appurtenances thereto, to be either above or below ground level, together with the right for such purposes to enter onto and over said premises, to use equipment within said premises, to temporarily cart, haul and store materials for said drainage purposes, to trim, cut and remove any trees, limbs, roots, shrubs, underbrush, debris, structures, fences, obstructions or other objects located within the easement premises and to conduct grading, slope stabilization and erosion control measures.

Grantor covenants to deliver to the Town of Newburgh one or more duly executed deeds and/or easements in proper form for recording so as to convey proper title to the lands described herein, such instruments to be held by the Town until such time as the improvements of such property have been constructed in accordance with applicable law, rule and regulation and the Town Board determines to accept dedication or until such time as the Town may otherwise decide to accept such instruments of conveyance when such instruments shall be placed on record in the Office of the Clerk of the County of Orange.

Grantor further covenants that it will comply with the general notes on the Plat and that

it, its successors and/or assigns will maintain and repair all proposed drainage structures and improvements, until the same are accepted for dedication by the Town.

These irrevocable offers of dedication shall continue indefinitely and may be accepted by the Town of Newburgh at any time, it being the intent that if said offer is to be accepted, it will be accepted, at the discretion of the Town only after the proper completion of the improvements to be constructed by the Grantor therein and thereon and upon delivery by Grantor of such other documents, certifications and securities as the Town of Newburgh requires pursuant to its Code for the acceptance of the dedication of public improvements. Notwithstanding the foregoing, in the event the Grantor fails to complete the improvements within the time period specified in New York State Town Law as the maximum period for performance securities for public improvements, the Town Board may elect to accept the offer and proceed to complete the improvements utilizing the posted performance security. The acceptance shall be in the form of a Town Board Consent and the Grantor hereby authorizes the Town to record conveyances delivered herewith at any time thereafter. At the time of acceptance of this offer by the Town of Newburgh, title to the premises shall be good and marketable and free from all liens and encumbrances. Grantor agrees to furnish at its expense a policy of title insurance in the minimum amount of \$35,000.00. Grantor agrees to obtain good and valid releases of all owners, mortgagees, lienors and others required to consent to such dedications, at its expense, subject to approval by the Town's attorney. Grantor further hereby covenants to pay all costs and expenses incurred by the Town of Newburgh to clear and accept fee simple title to the premises herein offered, including without limitation the costs and expenses of Eminent Domain proceedings, if necessary to acquire proper title. It is expressly understood that the receipt of these irrevocable offers of dedication by the Town of Newburgh, and/or the recording thereof, does not constitute any actual acceptance by the Town of Newburgh of the offer herein contained.

Pursuant to applicable provisions of law, the Grantor, on behalf of its heirs, successors and assigns hereby waives any claim for damages in the event the Town shall lay out, by Eminent Domain or otherwise, any public improvement or easement over the lands hereby

offered for cession and dedication.

If the Grantor is a *corporation/limited liability company*, these irrevocable offers of cession are made and executed pursuant to the resolution of the *Board of Directors/members of Grantor corporation/limited liability company* and are made in the regular course of business of the corporation/limited liability company and do not constitute all, or substantially all of the assets of said corporation.

This offer shall run with the land and shall be binding upon the heirs, successors and assigns of the Grantor.

IN WITNESS WHEREOF, Grantor has executed this Offer of Dedication the day and year first above written.

By: \_\_\_\_\_

*John Page Jr.*

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

On the 12 day of June, in the year 2014 before me, the undersigned, personally appeared John Page Jr. 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.

*Liette Rancourt*

Notary Public

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LIETTE RANCOURT  
NOTARY PUBLIC, State of New York  
Reg. No. 5006321  
Residing in Dutchess County  
Commission Expires Dec. 28, 18\_\_\_\_  
*2014*

James Osborne

7B

**From:** Grabowski, Stephen G [Stephen.Grabowski@thruway.ny.gov]  
**Sent:** Monday, March 16, 2015 1:20 PM  
**To:** 'James Osborne'  
**Cc:** 'supervisor@townofnewburgh.org'  
**Subject:** Drainage MP 60.95  
**Attachments:** (Clean with Highlights) Summary (60.95).doc

Jim

Based upon our meeting of February 25<sup>th</sup> and our discussion of March 11<sup>th</sup>, it is the Thruway Authority's understanding that the Town of Newburgh is prepared to move forward with the items listed below provided that the Thruway Authority will then move forward with the other remaining items highlighted on the attached "Summary Potential Area of Concern Action Plans".

Town of Newburgh action Items;

- 1) Obtain an easement for future repair/maintenance of the Shun Pike
- 2) Install a plunge pool/stilling basin at the end of the Shun Pike
- 3) Stabilize/Harden Shun Pike
- 4) Lower the Town's waterline that crosses the Thruway swale, north of Meadow Hill Road overpass to allow Thruway to increase the capacity of the swale.
- 5) Pursue purchasing parcel of land (Tax map # 58-4-17) adjacent to Town Property. This would be in case additional measures are necessary in the future. Specifically diversion of discharge away from the Shun Pike.

It is understood that our cooperative efforts with the Town in performing these individual action items may not completely resolve the flooding on the Thruway, and that future discussion with the Town on additional measures may be necessary. Please advise after the Town's board meeting on the 18<sup>th</sup>.

Stephen

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain information that is confidential, privileged, and/or otherwise exempt from disclosure under applicable law. If this electronic message is from an attorney or someone in the Legal Department, it may also contain confidential attorney-client communications which may be privileged and protected from disclosure. If you are not the intended recipient, be advised that you have received this message in error and that any use, dissemination, forwarding, printing, or copying is strictly prohibited. Please notify the New York State Thruway Authority immediately by either responding to this e-mail or calling (518) 436-2700, and destroy all copies of this message and any attachments.



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## Agenda

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Meeting;                      **Newburgh Drainage Issue – MP 60.9**

Location;                    **Town of Newburgh, Town hall**

Date/Time;                 **February 25, 2015 - 9:00 AM to 11 AM**

### 1. Background

- 2005 Drainage upgrade by Town of Newburgh along Meadow Hill road. Open drainage system to closed drainage. Discharge culvert increased from 30” to 48” to “Shun Pike”
- Documented flooding of Thruway below “Shun Pike” approximate MP 60.95 South Bound since 2011.
- Meetings and Letters to the Town since 2011-Culminating in high level meeting with Town Supervisor on February 27<sup>th</sup> 2014. McGouy, Houser & Edsall (Town of Newburgh Consultant Engineer) and Barton & Loguidice (Thruway Consultant Engineer) to provide joint report.
- July 2014 finalized Drainage Report.
- September 2014 Alternatives Analysis Report. (see 09/30/2014 Table 1 for Areas of Concern and Proposed Action Plans (Cost Ranges are included in Table))

### 2. Discussion of Options (Alternatives Analysis)

- Area of Concern 1, Shun Pike
- Area of Concern 2, NYSTA swale under Meadow Hill Road Bridge.

### 3. Next Steps

**Summary**  
**Potential Area of Concern Action Plans** 370 *INCREASE*

Area of Concern (AOC)	Description	Comments <i>with Meadow Hill Swale</i>
AOC 1	Shun Pike	<p>*Stabilize the Shun Pike by installing heavy Rip-Rap. This has a medium cost (less than \$50k) to implement. ✓</p> <p>*Modify 90 degree angle of entrance into the swale located on the east side of the southbound I-87 driving lane. The estimated cost of this work is less than \$50k.</p> <p>*Install a "plunge pool or stilling basin" at the lower end of the Shun Pike. The estimated cost of this work would be less than \$50k. ✓</p> <p>Work with the community (i.e. School District) to install upstream detention/attenuation. This would allow water to be retained in possibly a detention pond or swale constructed on school project. It would be a teaching/learning experience for the community. This would have moderate costs (\$50k - \$250k)</p> <p>Re-route portions of the 48 in. discharge to the south. The estimated cost for this work would be high (much greater than \$250k. Most likely \$1-2M depending upon property costs &amp; design elements).</p>
AOC 2	NYSTA Swale Under Meadow Hill Road Overpass	<p>*Increase I-87 swale capacity by excavating the existing ditch deeper (a waterline will need to be relocated). The estimated cost for this work would be a medium costs (i.e. less than \$50k) ✓</p> <p>*Increase capacity of DS 320/321. The estimated costs would be high (i.e. much greater than \$250k)</p> <p>*Modify inlet structure grate at DS 320 to accommodate more flow (medium costs (less than \$50k))</p> <p>Install berm/Jersey Barrier between existing swale on I-87 (This may not be feasible but was a recommendation made during analysis ). Moderate costs between \$50k and \$250k.</p> <p>Divert flow from Shun Pike to Town Parcels. This has a high estimated costs (most likely well over \$250k). The option would require installing a retention basin on Town property which is currently a hillside</p> <p>*Re-grading Meadow Hill Road Bridge's slope from the abutment to the pier. (medium costs (less than \$50k))</p>
AOC 3	DS 324	<p>Convert wetlands between NYSTA ROW and mall for additional storage. This option would be quite expensive and would require regulatory permitting. The cost would be high (well over \$250k . . . most likely \$1-2M).</p> <p>Provide backwater storage at Town well field. This has a high estimated costs (most likely well over \$250k); but, the land is owned by the Town . The option would require installing a retention basin on Town property which is currently a hillside.</p> <p>Increase pipe capacity at I-84. This has high estimated costs (over \$250k). Unless other methods are used in conjunction with this alternative, the water will be just transferred downstream causing flooding elsewhere.</p> <p>Provide additional storage south of I-84. This has high estimated costs (well over \$250k).</p>

Note: While the action items listed on this Table should ALL be taken into consideration for final direction, those action items that require minimal design with medium costs are asterisked.

*1/2 million*

**TOWN OF NEWBURGH**  
**1496 ROUTE 300**  
**NEWBURGH, NEW YORK 12550**

Order No. \_\_\_\_\_

**DO NOT WRITE IN THIS BOX**

**VOUCHER**

Department \_\_\_\_\_

Claimant's Name **McGoey, Hauser and Edsall Consulting Engineers, P.C.**  
 and **33 Airport Center Drive**  
 Address **Suite 202**  
**New Windsor, NY 12553**

Date Voucher Received		Voucher No.
FUND APPROPRIATION	Amount	
5140.	\$ 1309.00	
0499		
	TOTAL \$ 1309.00	
Abstract No.		

Terms \_\_\_\_\_

Venders Ref I 14-1956 \_\_\_\_\_

Dates	Description of Materials or Services	Amount
	<b>PROFESSIONAL SERVICES</b>	
	#13-157 Meadow Hill Drainage W/Thurway	\$1,190.00
	#13-157.10 Meadow Hill Drainage W/Thruway-Meetings	\$119.00
	(Breakdown Attached)	
	<b>TOTAL</b>	<b>\$1,309.00</b>

**CLAIMANT'S CERTIFICATION**

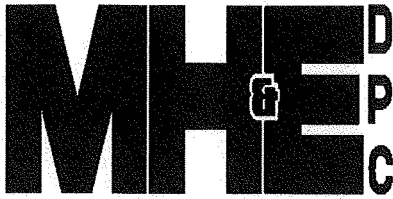
I, Patrick J. Hines certify that the above account in the amount of \$1,309.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

2-Sep-14  
Date

*Patrick J. Hines* Associate  
Signature Title

(Space Below for Municipal Use)

<b>Department Approval</b> The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct	<b>Approval for Payment</b> This claim is approved and ordered paid from the appropriations indicated above.
_____ Date Authorized Official	_____ _____



MAIN OFFICE  
 33 Airport Center Drive  
 Suite 202  
 New Windsor, New York 12553

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

McGOEY, HAUSER and EDSALL  
 CONSULTING ENGINEERS D.P.C.  
 RICHARD D. MCGOEY, P.E. (NY & PA)  
 WILLIAM J. HAUSER, P.E. (NY & NJ)  
 MARK J. EDSALL, P.E. (NY, NJ & PA)

**INVOICE**

<b>Attention: Jim Osborne</b>		Date: 9/2/2014	<b>Authorization:</b>
Town of Newburgh 308 Gardnertown Rd. Newburgh, NY 12550		Invoice Number: 14-1956	
MH&E JOB #	MH&E TASK #	DESCRIPTION	BALANCE
<b>PROFESSIONAL SERVICES</b>			
03-157		Meadow Hill Drainage W/Thruway	\$1,190.00
03-157.10		Meadow Hill Drainage W/Thruway Meetings	\$119.00
		Payment is expected within 30 days of date of invoice. Past due accounts will be charged 1-1/2% interest per month.	
		<b>Please Remit Payment To Our New Windsor Address          To Pay By Credit Card          Call (845)567-3100 and ask for an Accounts          Receivable Representative          MasterCard, Discover and Visa Accepted</b>	
<b>TOTAL AMOUNT DUE THIS INVOICE</b>			<b>1,309.00</b>

REGIONAL OFFICES

- 111 Wheatfield Avenue • Milford, Pennsylvania 18337 • 570-296-2765 •
- 540 Broadway • Monticello, New York 12701 • 845-794-3399 •



Member

CHRONOLOGICAL JOB STATUS REPORT

JOB: 13-157

MEADOW HILL DRAINAGE W/THURWAY  
FOR WORK DONE PRIOR TO: 07/31/2014

CLIENT: NEWBUR/T- TOWN OF NEWBURGH

REC	--DATE--	TRAN	EMPL	ACT	DESCRIPTION-----	RATE	HRS.	TIME	EXP.	BILLED	BALANCE
503400	/ /	TIME	MET	CL	ESTIMATE \$7,500	0.00	0.10	0.00			
								=====		=====	
MONTH END TOTAL								0.00		0.00	0.00
									0.00		0.00
503403	10/28/13	TIME	PJH	DP	MEADOW HILL DRAIN.	115.00	1.50	172.50			
								=====		=====	
MONTH END TOTAL								172.50		0.00	172.50
									0.00		172.50
505034	01/06/14	TIME	JRS	PA	DRAINAGE ASSESSMENT	98.00	3.50	343.00			
505045	01/08/14	TIME	JRS	PA	NEWB THRUWAY DRAIN	98.00	8.00	784.00			
505048	01/09/14	TIME	JRS	PA	NBS THRUWAY DRAINAGE	98.00	4.20	411.60			
509282	01/09/14	TIME	PJH	RP	NYS THRUWAY DATA COL	119.00	3.50	416.50			
505051	01/10/14	TIME	JRS	PA	THRUWAY DRAINAGE ASS	98.00	1.70	166.60			
509283	01/10/14	TIME	PJH	RP	NYS THRUWAY DATA COL	119.00	2.00	238.00			
505162	01/13/14	TIME	JRS	PA	NEWBURGH THRWY MEADW	98.00	3.00	294.00			
505163	01/14/14	TIME	JRS	PA	NEWBGH/THRUWY/MEADOW	98.00	3.00	294.00			
509467	01/14/14	TIME	PJH	RP	THRUWAY DRAINAGE	119.00	2.00	238.00			
505164	01/15/14	TIME	JRS	PA	NEWBGH/THRUWY/MEADOW	98.00	5.00	490.00			
505165	01/16/14	TIME	JRS	PA	NEWBGH/THRUWY/MEADOW	98.00	7.00	686.00			
509480	01/16/14	TIME	PJH	RP	THRUWAY DRAINAGE	119.00	2.50	297.50			
505166	01/17/14	TIME	JRS	PA	NEWBGH/THRUWY/MEADOW	98.00	3.20	313.60			
509484	01/17/14	TIME	PJH	RP	THRUWAY DRAINAGE	119.00	1.00	119.00			
505167	01/19/14	TIME	JRS	PA	NEWBGH/THRUWY/MEADOW	98.00	1.00	98.00			
506547	01/20/14	TIME	JRS	PA	THRUWAY DRAIN ASSESS	98.00	9.50	931.00			
506568	01/21/14	TIME	JRS	PA	THRUWAY DRAIN ASSES	98.00	5.00	490.00			
506574	01/22/14	TIME	JRS	PA	THRUWAY DRAIN ASSES	98.00	8.00	784.00			
506584	01/23/14	TIME	JRS	PA	THRUWAY DRAIN ASSES	98.00	3.50	343.00			
510104	01/23/14	TIME	PJH	RP	THRUWAY DRAIN.MEADHL	119.00	2.00	238.00			
506588	01/24/14	TIME	JRS	PA	THRUWAY DRAIN ASSES	98.00	1.50	147.00			
510113	01/24/14	TIME	PJH	RP	THRUWAY DRAIN.MEADLH	119.00	1.00	119.00			
510323	01/28/14	TIME	PJH	RP	THRUWY MEADOW HILL	119.00	2.00	238.00			
510341	01/31/14	TIME	PJH	RP	THRUWAY MEADOW HILL	119.00	1.00	119.00			
								=====		=====	
MONTH END TOTAL								8598.80		0.00	8598.80
									0.00		8598.80
511460	02/03/14	TIME	PJH	RP	MEADOW HILL W/T-WAY	119.00	0.50	59.50			
508015	02/04/14	TIME	JR	CL	COPY/BIND REPORT	36.00	0.30	10.80			
508046	02/04/14	TIME	JRS	PA	NEWBURGH THRU. M/H	98.00	1.20	117.60			
511467	02/04/14	TIME	PJH	RP	MEADOW HL W/T-WAY	119.00	1.50	178.50			
508057	02/07/14	TIME	JRS	PA	NEWBURGH THRU M/H	98.00	0.80	78.40			
511436	02/11/14	TIME	PJH	PA	THRUWY MEADOW HL RD.	119.00	1.50	178.50			
511445	02/13/14	TIME	PJH	PA	THRUWY MEADOW HL RD.	119.00	1.00	119.00			
511449	02/14/14	TIME	PJH	PA	THRUWY/MEADOW HL RD.	119.00	1.00	119.00			
511413	02/19/14	TIME	PJH	PA	NYS THRUWY/MEAD.HLRD	119.00	2.00	238.00			
511426	02/21/14	TIME	PJH	PA	NYS TRUWY/MEADOWHLRD	119.00	2.00	238.00			
510128	02/24/14	TIME	JR	CL	COPY/BIND	36.00	0.50	18.00			

CHRONOLOGICAL JOB STATUS REPORT

JOB: 13-157

MEADOW HILL DRAINAGE W/THURWAY

CLIENT: NEWBUR/T- TOWN OF NEWBURGH

FOR WORK DONE PRIOR TO: 07/31/2014

REC	DATE	TRAN	EMPL	ACT	DESCRIPTION	RATE	HRS.	TIME	EXP.	BILLED	BALANCE
510181	02/27/14	TIME	JRS	PA	NEWBURGH THRWYMEADHL	98.00	1.50	147.00			
511567	02/27/14	TIME	PJH	PM	NYS THRUWY MEADOWHL	119.00	3.00	357.00			
								1859.30			
MONTH END TOTAL								1859.30	0.00	0.00	1859.30
512662	03/24/14			BILL	14-638 3/24/14					-10630.60	
556255				PD/CR	14-638 PD 05/08/14		10630.60			-10630.60	
MONTH END TOTAL								0.00	0.00	-10630.60	-10630.60
514913	04/02/14	TIME	JRS	PA	NEWBURGH THRU.MEADOW	98.00	2.00	196.00			
514925	04/03/14	TIME	JRS	PA	NEWBURGH THRU MEADOW	98.00	0.80	78.40			
515094	04/03/14	TIME	PJH	DP	MDW HILL THRUWAY	119.00	1.00	119.00			
514937	04/04/14	TIME	JRS	PA	NEWBURGH THRU MEADOW	98.00	4.00	392.00			
515097	04/04/14	TIME	PJH	DP	MDW HILL THRUWAY	119.00	1.00	119.00			
515970	04/07/14	TIME	JRS	PA	NBG THRUWAY MDW HL	98.00	6.60	646.80			
516016	04/07/14	TIME	PJH	PA	NYS THRUWY/MEADOW HL	119.00	3.00	357.00			
516026	04/08/14	TIME	PJH	PA	NYS THRUWY/MEADOW HL	119.00	2.00	238.00			
515989	04/09/14	TIME	JRS	PA	NBG THRUWAY MDW HL	98.00	1.50	147.00			
516040	04/10/14	TIME	PJH	PA	NYS THRUWY/MEADOW HL	119.00	1.00	119.00			
516857	04/15/14	TIME	PJH	PA	MEADOW HILLW/TWAY	119.00	1.00	119.00			
516874	04/17/14	TIME	PJH	PA	MEADOW HL W/TWAY	119.00	0.50	59.50			
516882	04/18/14	TIME	PJH	PA	MEADOW HILL W/TWAY	119.00	1.00	119.00			
518253	04/21/14	TIME	PJH	RP	NYS THRUWY MEAD.HILL	119.00	1.00	119.00			
517768	04/22/14	TIME	JRS	PA	NBG THRUWAY MEAD HL	98.00	1.50	147.00			
518260	04/22/14	TIME	PJH	RP	NYS THRUWY HEAD.HILL	119.00	2.00	238.00			
517774	04/23/14	TIME	JRS	PA	NBG THRUWAY	98.00	3.80	372.40			
518271	04/23/14	TIME	PJH	RP	NYS THRUWY MEAD.HILL	119.00	2.00	238.00			
517787	04/24/14	TIME	JRS	PA	NBG THRUWAY MDW HILL	98.00	1.20	117.60			
518531	04/29/14	TIME	JRS	PA	NEWBURGH THRU.MEADHL	98.00	1.20	117.60			
518530	04/30/14	TIME	PJH	PA	MEADOW HILL W/THRUWY	119.00	2.00	238.00			
518532	04/30/14	TIME	JRS	PA	NEWBURGH THRU.ME/HLL	98.00	2.40	235.20			
								4532.50			
518578	04/30/14			BILL	14-1071 5/9/2014					-4532.50	
557081				PD/CR	14-1071 PD 08/08/14		4532.50			-4532.50	
MONTH END TOTAL								4532.50	0.00	-4532.50	0.00

CHRONOLOGICAL JOB STATUS REPORT

JOB: 13-157

MEADOW HILL DRAINAGE W/THURWAY

CLIENT: NEWBUR/T- TOWN OF NEWBURGH

FOR WORK DONE PRIOR TO: 07/31/2014

								-----DOLLARS-----				
REC	--DATE--	TRAN	EMPL	ACT	DESCRIPTION-----	RATE	HRS.	TIME	EXP.	BILLED	BALANCE	
518945	05/01/14	TIME	PJH	PA	MDW HILL W/THRUWAY	119.00	0.50	59.50				
519873	05/07/14	TIME	PJH	PA	MEADOWHILL W/THRUWAY	119.00	1.50	178.50				
519880	05/09/14	TIME	PJH	PA	MEADOWHILL W/THRUWAY	119.00	0.50	59.50				
								=====		=====		
MONTH END TOTAL								297.50		0.00	0.00	297.50
									0.00			
-----												
523028	06/02/14	TIME	JRS	PA	NBG THRUWAY MDW HILL	98.00	3.00	294.00				
523032	06/03/14	TIME	JRS	PA	NBG THRUWAY MDW HILL	98.00	1.00	98.00				
525170	06/10/14	TIME	PJH	RF	THRUWAY MEADOW HL	119.00	2.00	238.00				
524250	06/11/14	TIME	JRS	PA	NEWBURGH THRU MEADHL	98.00	0.60	58.80				
525186	06/12/14	TIME	PJH	RF	THRUWAY MEADOW HILL	119.00	1.50	178.50				
526391	06/16/14	TIME	PJH	PA	MEADOW HILL THRUWAY	119.00	1.00	119.00				
524696	06/18/14	TIME	JRS	PA	NBG THRUWAY MDW HL	98.00	2.50	245.00				
526400	06/18/14	TIME	PJH	PA	MEADOW HILL THRUWAY	119.00	2.50	297.50				
								-----				
								1528.80				
528515	06/30/14				BILL 14-1647 7/30/2014					-1826.30		
										-----		
										-1826.30		
								=====		=====		
MONTH END TOTAL								1528.80		0.00	-1826.30	-297.50
									0.00			
-----												
527881	07/01/14	TIME	PJH	PA	MEADOW HILL DRAIN.	119.00	2.00	238.00				
530338	07/10/14	TIME	PJH	RF	THRUWAY MEAD.HL RPT	119.00	2.00	238.00				
530351	07/15/14	TIME	PJH	RF	THRUWY ISSUE MEADHL	119.00	1.00	119.00				
530371	07/22/14	TIME	PJH	PM	NYS THRUWY MEAD HLRD	119.00	1.00	119.00				
530383	07/23/14	TIME	PJH	PM	NYS THRUWY MEAD HL R	119.00	3.00	357.00				
530388	07/24/14	TIME	PJH	PM	NYS THRUWY MEAD HLRD	119.00	1.00	119.00				
								=====		=====		
MONTH END TOTAL								1190.00		0.00	0.00	1190.00
									0.00			
-----												
								=====		=====		
GRAND TOTAL								18179.40		0.00	-16989.40	1190.00

CHRONOLOGICAL JOB STATUS REPORT

JOB: 13-157.10

MEADOW HILL DRAINAGE W/THURWAY MEETINGS

CLIENT: NEWBUR/T- TOWN OF NEWBURGH

FOR WORK DONE PRIOR TO: 07/31/2014

REC	--DATE--	TRAN	EMPL	ACT	DESCRIPTION-----	RATE	HRS.	TIME	EXP.	-----DOLLARS-----		
									BILLED	BALANCE		
508325	02/14/14	TIME	JRS	PM	NEWBURGH THRU MEADOW	98.00	3.00	294.00				
509654	02/18/14	TIME	JRS	PM	NBG THRUWAY MDW HL	98.00	4.20	411.60				
509657	02/19/14	TIME	JRS	PM	NBG THRUWAY MDW HL	98.00	4.00	392.00				
								=====		=====		
MONTH END TOTAL								1097.60		0.00	0.00	1097.60
-----												
512206	03/11/14	TIME	PJH	PA	NYSTHRUWY MEAD.HL	119.00	2.50	297.50				
512213	03/13/14	TIME	PJH	PA	NYS THRUWY MEAD.HL	119.00	2.50	297.50				
512220	03/14/14	TIME	PJH	PA	NYS THRUWY MEAD.HL	119.00	0.50	59.50				
512919	03/17/14	TIME	JRS	PM	NEWBURGH THRUY.M/HL	98.00	3.50	343.00				
512922	03/18/14	TIME	JRS	PM	N'BURGGH THRUY M/H	98.00	3.20	313.60				
512871	03/19/14	TIME	PJH	DP	NYS THRUWY MEADOW HL	119.00	0.50	59.50				
512928	03/19/14	TIME	JRS	PM	N/BURGH THRUY M/H	98.00	1.20	117.60				
512880	03/20/14	TIME	PJH	DP	NYS THRUY MEADOW HL	119.00	1.00	119.00				
512940	03/20/14	TIME	JRS	PM	N/BURGH THRUY M/H	98.00	1.30	127.40				
513284	03/20/14	TIME	JRJ	CD	TOPO	71.00	0.50	35.50				
512889	03/21/14	TIME	PJH	DP	NYS THRUWY HEMADOWHL	119.00	1.00	119.00				
								-----		-----		
								1889.10				
512663	03/24/14				BILL 14-638 3/24/14						-1097.60	
514731	03/31/14				BILL 14-839 4/9/2014						-1889.10	
											-----	
											-2986.70	
556256					PD/CR 14-638 PD 05/08/14		1097.60					
556389					PD/CR 14-839 PD 05/23/14		1889.10					
								=====		=====		
MONTH END TOTAL								1889.10		0.00	-2986.70	-1097.60
-----												
515990	04/09/14	TIME	JRS	PM	NBG THRUWAY MDW HL	98.00	2.50	245.00				
516031	04/09/14	TIME	PJH	PM	NYS THRUWY/MEADOW HL	119.00	2.50	297.50				
								-----		-----		
								542.50				
518579	04/30/14				BILL 14-1071 5/9/2014						-542.50	
											-----	
											-542.50	
557082					PD/CR 14-1071 PD 08/08/14		542.50					
								=====		=====		
MONTH END TOTAL								542.50		0.00	-542.50	0.00
-----												
519686	05/06/14	TIME	JRS	PM	N/BURG THRUWY MEADHL	98.00	0.60	58.80				
522343	05/27/14	TIME	JRS	PM	NBG THRUWAY MEADOW H	98.00	0.80	78.40				
522506	05/27/14	TIME	PJH	RP	NYS THRU/MEADOW HILL	119.00	1.50	178.50				
522350	05/28/14	TIME	JRS	PM	NBG THRUWAY MDW HL	98.00	1.50	147.00				
522523	05/28/14	TIME	PJH	RP	NYS THRU/MEADW HL RD	119.00	1.00	119.00				



CHRONOLOGICAL JOB STATUS REPORT

JOB: 13-157.10

MEADOW HILL DRAINAGE W/THURWAY MEETINGS

CLIENT: NEWBUR/T- TOWN OF NEWBURGH

FOR WORK DONE PRIOR TO: 07/31/2014

										-----DOLLARS-----			
REC	--DATE--	TRAN	EMPL	ACT	DESCRIPTION-----	RATE	HRS.	TIME	EXP.	BILLED	BALANCE		
522356	05/29/14	TIME	JRS	PM	NBG THRUWAY MDW HL	98.00	3.60	352.80					
522534	05/29/14	TIME	PJH	RP	NYS THRU/MEADW HL	119.00	1.00	119.00					
522365	05/30/14	TIME	JRS	PM	NBG THRUWAY MDW HL	98.00	3.40	333.20					
522546	05/30/14	TIME	PJH	RP	NYS THRU/MEADW HL RD	119.00	1.00	119.00					
								=====		=====		=====	
MONTH END TOTAL								1505.70			0.00	0.00	1505.70
										-----			
523198	06/02/14	TIME	PJH	MC	MEADOW HILL NYS THRU	119.00	2.00	238.00					
523204	06/03/14	TIME	PJH	MC	MDW HILL NYS THRUWAY	119.00	2.00	238.00					
523224	06/06/14	TIME	PJH	MC	MEADOW HILL NYS THRU	119.00	0.50	59.50					
								-----					
								535.50					
528516	06/30/14				BILL 14-1647 7/30/2014							-2041.20	
												-----	
												-2041.20	
								=====		=====		=====	
MONTH END TOTAL								535.50			0.00	-2041.20	-1505.70
										-----			
530405	07/28/14	TIME	PJH	PA	THRUWY MTG.MIN.RPT	119.00	0.50	59.50					
530419	07/30/14	TIME	PJH	PA	THRUWY MTG,MIN,RPT	119.00	0.50	59.50					
								=====					
MONTH END TOTAL								119.00			0.00	0.00	119.00
										-----			
								=====		=====		=====	
GRAND TOTAL								5689.40			0.00	-5570.40	119.00

7C

## First Amendment to Outside User Agreement

THIS First Amendment to Outside User Agreement is made as of the \_\_\_ day of April, 2015, by and between the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York 12550 (hereinafter the "Town") and MEADOW HILL HOLDINGS LLC (successor in interest to FREDRIC STEPHENS & CO. INC.), a New York limited liability corporation with principal offices located at c/o MBH Development Group, 1170 Route 17M, # 2, PO Box 563, Chester, NY 10918 (hereinafter referred to as "Outside User").

WHEREAS, Reference is made to the Outside User Agreement approved by the Town and dated October 2, 2000 ("Outside User Agreement") concerning the connection to the Crossroads Sewer District at no cost to the Town in respect of a development project then stated to involve the construction of 188 senior citizen condominiums on approximately 18.25 acre property identified on the tax map of the Town as Section 60; Block 1; Lot 9 ("Property"). A copy of the Outside User Agreement is attached hereto and made part hereof as Exhibit "A";

WHEREAS, Outside User represents that it is successor in interest to FREDERIC STEPHEN & CO. INC. that it is a limited liability corporation validly existing and in good in good standing in the State of New York, and that it has authorization to enter into this Agreement and to fulfill all the obligations set forth in this Agreement;

WHEREAS, Outside User received Amended Final Site Plan approvals from the Town of Newburgh Planning Board respecting the Property on (a) January 8, 2009, (b) July 21, 2011 , and (c) by letter application dated August 21, 2011, with the end result that Amended Final Site Plan approval was granted by the Town of Newburgh Planning Board for the construction and operation of a 161 unit multifamily housing community with 18 of those units to be senior residential housing units pursuant to Section 185-48 of the Code of the Town of Newburgh and the remaining 143 units to be market rate, non-age restricted units ("Project") with the aforesaid revised third amended approval granted by the Town of Newburgh Planning Board on December 1, 2011; and

WHEREAS, re-approval of the Project was granted by the Town of Newburgh Planning Board on February \_\_\_\_, 2015 based on the application made by the Outside User to the Town of Newburgh Planning Board in February, 2015; and

WHEREAS, the Outside User submitted to the Town of Newburgh Planning Board on March 12, 2015 to amend its site plan approval and site plan, without change in the number or type of units.

NOW, THEREFORE, for valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Outside User Agreement is hereby modified and amended in all respects to provide for the Project to consist of the construction and operation of a One Hundred Sixty One (161) unit multifamily apartment community with (a) Eighteen (18) of those units identified as senior residential housing units pursuant to Section 185-48 of the Code of the Town of Newburgh) and (b) the remaining One Hundred Forty Three (143) units to be market rate, non-age restricted. Using the Town's formula of \$3,500 per unit under the present Outside User Agreement, the total amount required from the Outside User would be \$563,500.00, before the subtraction of any fees previously paid.

2. The parties acknowledge that at the time the October 2, 2000 agreement was signed the Outside User paid to the Town the sum of \$25,000.00 towards the amount required under this Agreement.

3. The Outside User shall pay Town the remaining sum of \$538,500.00 due and owing under this Agreement in equal installments of Three Thousand Three Hundred Forty Five and 00/100 dollars (\$3,345.00) upon the issuance of a Certificate of Occupancy for each of the first 160 units in the Project as and when issued and Three Thousand Three Hundred and 00/100 (\$3,300.00) for the final unit, until the entire \$538,500.00 amount is paid in full.

4. The Outside User Agreement is hereby additionally amended to substitute in Paragraph 1 for "the TOWN'S agreements with the City of Newburgh (the "CITY") dated February 28, 1985 and December 30, 1988" the following: "the TOWN'S agreement with the City of Newburgh (the "CITY") dated May 6, 2004."

4. Except as hereinabove modified and amended, all of the terms and conditions of the Outside User Agreement shall continue in full force and effect.

Town of Newburgh

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

Meadow Hill Holdings LLC

By: \_\_\_\_\_

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

On the \_\_\_\_ day of April, 2015, before me, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_, as Managing Member of Meadow Hill Holdings LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity and that by his/her signature on the instrument, the individual, 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 \_\_\_\_\_ day of April, 2015, before me, the undersigned, a notary public in and for said State, personally appeared Gilbert J. Piaquadio, as Supervisor of the Town of Newburgh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

AGREEMENT

THIS AGREEMENT made the 2<sup>nd</sup> <sup>RHA</sup> ~~day~~ <sup>October</sup> of ~~August~~, 2000, between the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York 12550 (hereinafter the "TOWN") and FREDRIC STEPHENS & CO. INC. a domestic corporation with principal offices located at 15 Rave Street, Hicksville, New York 11801 (hereinafter referred to as "OUTSIDE USER").

WHEREAS, OUTSIDE USER proposes to build 188 senior citizen condominiums on approximately 18.25 acre property identified on the tax map of the TOWN as Section 60; Block 1; Lot 9 pursuant to a certain site plan approved by the Town of Newburgh Planning Board on March 16, 00 (the "PROJECT") and

WHEREAS, OUTSIDE USER has submitted its application for approval to the Town Planning Board and requests the TOWN to permit OUTSIDE USER to connect to the Crossroads Sewer District pursuant to this Outside User Agreement at no cost to the TOWN and

WHEREAS, there are no comparable facilities in the TOWN and

WHEREAS, the parties desire to create a mechanism to provide funding to the TOWN to cover the ultimate usage requirements of OUTSIDE USER and to provide the TOWN an opportunity to study, review and establish additional benefit formulas for the year 2001 and

WHEREAS, OUTSIDE USER represents that it is a corporation validly existing and in good standing in the State of New York and has authorization to enter into this Agreement and to fulfill

all the obligations set forth in this Agreement.

NOW, THEREFORE, in consideration:

1. The TOWN, subject to available treatment capacity at the time of construction, the notice provisions of the TOWN'S agreements with the CITY OF NEWBURGH (the "CITY") dated February 28, 1985 and December 30, 1988 (the "INTERMUNICIPAL AGREEMENT") and all necessary federal, state, county and town approvals, agrees to provide sewer service to OUTSIDE USER, provided OUTSIDE USER bring the required sewer facilities from the PROJECT to a location designated by the TOWN, and further OUTSIDE USER install all required facilities necessary so the TOWN can accept the sewage flow from the PROJECT, all at the sole cost and expense of OUTSIDE USER and further provided that all such installations are found to be made in accordance with all applicable federal, state, county and town requirements by the TOWN'S Engineer. OUTSIDE USER agrees to provide the TOWN with a certificate from a mutually agreed upon New York State licensed Professional Engineer, engaged by OUTSIDE USER, to oversee construction and installation of the sewage facilities in accordance with applicable federal, state, county and town requirements. OUTSIDE USER agrees (I) to provide the TOWN with three sets of "as-built" plans for the sewer system, in form acceptable to the TOWN and its Engineer, as installed by OUTSIDE USER, (ii) to install a water meter at an assessable point in the PROJECT at their expense. TOWN officers and employees, in addition to any other right of entry they have, shall have a further right of entry to

- 2 -

read all meters in the PROJECT.

(b) In the event the New York State Department of Environmental Conservation (the "DEC") imposes a moratorium on future construction in the TOWN or there is insufficient treatment capacity and as a result OUTSIDE USER is unable to proceed then, in that event, all payments due under this Agreement shall be suspended until such time as the DEC lifts said moratorium or there is sufficient treatment capacity and OUTSIDE USER is legally entitled to proceed with construction.

(c) In the event the DEC imposes a moratorium or there is insufficient treatment capacity and as a result, OUTSIDE USER abandons construction of the project and/or fails to commence construction within one hundred eighty (180) days following termination of said moratorium or the existence of sufficient treatment capacity, then this Agreement shall be null and void and each party shall be released from further obligation to the other under this Agreement and all monies paid by OUTSIDE USER to the TOWN shall be apportioned to the day of abandonment of the PROJECT by OUTSIDE USER and if the TOWN has been fully paid any excess funds shall be returned to OUTSIDE USER.

2. Subject to the foregoing, OUTSIDE USER agrees to pay to the TOWN the sum of Six Hundred Fifty Four Thousand Five Hundred Dollars (\$654,500.00) as follows:

Twenty Five Thousand Dollars (\$25,000.00) on the execution of this Agreement and the remaining Six Hundred Twenty Nine Thousand Five Hundred Dollars (\$629,500.00) in installments

- 3 -

as follows:

- (a) Phase I, consisting of Buildings one and three, One Hundred Forty Thousand Dollars (\$140,000.00); *40 units*
- (b) Phase II, Buildings two, four and ten, One Hundred Sixty Eight Thousand Dollars (\$168,000.00); *48 units*
- (c) Phase III, Buildings nine and eleven, One Hundred Forty Thousand Dollars (\$140,000.00); *40 units*
- (d) Phase IV, Buildings five and six, Ninety Eight Thousand Dollars (\$98,000.00); *28 units*
- (e) Phase V, Buildings seven and eight, One Hundred Eight Thousand Five Hundred Dollars (\$108,500.00) *31 units*

OUTSIDE USER shall pay the foregoing sums as each Phase is constructed in equal installments of Three Thousand Five Hundred Dollars (\$3,500.00) upon the issuance of Certificate of Occupancy for each condominium unit in each Phase. In the event OUTSIDE USER abandons the project or in the event any of the conditions set forth in Paragraph 1(C) above occurs OUTSIDE USER shall have no further obligation for the payment of fees under this Agreement beyond the units built and occupied under a Certificate of Occupancy. In the event OUTSIDE USER, or a successor in interest acquires the project and commences construction of the project or secures site plan approval for a modified or different project from the Town Planning Board then, in that event, OUTSIDE USER or its successor shall as a condition of occupancy continue payments at the rate per unit set forth in this Agreement, or at such higher rate in the event the Town Board increases the



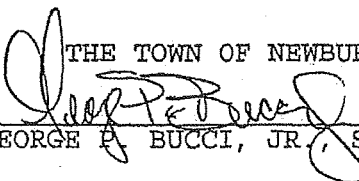
OUTSIDE USER fee following OUTSIDE USER's abandonment, until fully paid. In the event OUTSIDE USER or a successor in interest modifies its site plan approval and secures a greater density then, in that event, OUTSIDE USER or its successor shall pay an additional fee based upon any increase in housing units proposed.

3. OUTSIDE USER agrees that commencing with the assessment role and special assessment role prepared by the TOWN for the first quarterly billing following the date OUTSIDE USER receives its first certificate of occupancy, it shall be deemed to be assessed and charged amounts equivalent to those which would be assessed by the TOWN if the lands and improvements were situated within Crossroads, and OUTSIDE USER agrees to pay said charges. OUTSIDE USER agrees, commencing with the bills issued based upon the assessment role, all bonding charges for sewer service to the lands and improvements contained in the PROJECT shall be levied and collected as if the lands and improvements were within Crossroads or any extension thereto.


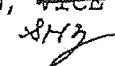
4. The TOWN shall have and OUTSIDE USER hereby expressly grants to the TOWN all legal and equitable remedies now or hereafter available to such municipality against the property and the owners thereof who shall default in the payment of any tax, service charge or assessment payment to it, to the same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

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their successors and assigns.

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

By:  THE TOWN OF NEWBURGH  
GEORGE P. BUCCI, JR., SUPERVISOR

FREDRIC STEPHENS & CO. INC.

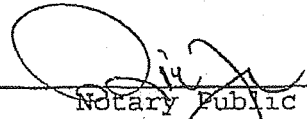
By:  STEPHEN ZAGOREN, VICE PRESIDENT  


STATE OF NEW YORK:

§

COUNTY OF ORANGE:

On the 24 day of August, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE P. BUCCI, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public


RICHARD J. DRAKE  
Notary Public, State of New York  
No. 02DR6096165  
Qualified in Orange County  
Commission Expires 8/31/2002

STATE OF New York :

§

COUNTY OF Nassau :

On the 27<sup>th</sup> day of <sup>September</sup> ~~August~~, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared STEPHEN ZAGOREN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

SHARON M. ABRAMI  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AB6008172  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES JUNE 8 2002

- 7 -

STATE OF NEW YORK:

§

COUNTY OF ORANGE:

I, WAYNE C. BOOTH, certify that I am the Town Clerk of the Town of Newburgh, a municipal corporation, organized and existing under the law of the State of New York, and a party to the foregoing instrument; that GEORGE P BUCCI, JR., who signed said instrument on behalf of the Town of Newburgh, was at the time of the execution the duly elected and serving Supervisor of the Town of Newburgh, and that said instrument was duly signed for and on behalf of the said TOWN by authority granted to him the Town Board of the Town of Newburgh.

  
\_\_\_\_\_  
WAYNE C. BOOTH, TOWN CLERK

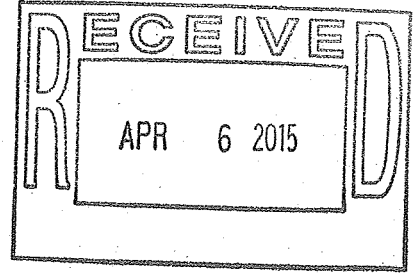
RJD/bpc/69411  
00800-46550

- 8 -

LIBER 5398 PAGE 99



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



**MEMORANDUM**

**TO:** Gil Piaquadio, Town Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** April 6, 2015  
**RE:** PB \ BRIGHTON GREENE (PULTE HOMES)

---

Based on the submittal of the required certifications and As-Built Drawings as well as inspections conducted by this office and the Town Highway Department, I am recommending release of the following performance security (bond) for the Stormwater Management/Erosion & Sediment Control in the amount of \$125,325 for the above project:

*International Fidelity Insurance Company  
Bond No. 504673 dated 1 October 2009*

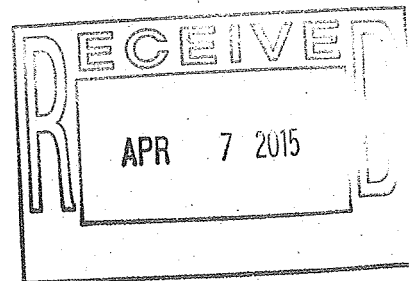
As the above requires Town Board action, I am requesting that this item be placed on the next agenda. If approved, the Town Clerk should be authorized to return the original bond to the Developer \ Owner.

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

JWO/id

cc: M. Taylor, Attorney  
A. Zarutskie, Town Clerk  
G. Canfield, Code Compliance Supervisor

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



**MEMORANDUM**

**TO:** Andrew Zarutskie, Town Clerk  
Gerald Canfield, Code Compliance Supervisor

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

**DATE:** April 7, 2015

**RE:** PB \ BRIGHTON GREENE (PULTE HOMES)  
LANDSCAPING SECURITY

---

On 14 January 2015, the Town Board, acting on a recommendation from Karen Arent, authorized the "release of the rest of the (landscaping) bond". In her memo, K. Arent noted that previous releases had reduced the required amount for landscaping security to \$10,000. The performance bond on file (Continental Insurance Company Bond No. 929400582, dated 28 June 2007) is in the amount of \$300,000.

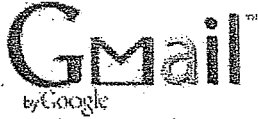
It appears that the \$300,000 performance bond is the outstanding security and should be released to the Developer \ Owner.

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

JWO/id

cc: G. Piaquadio, Supervisor  
M. Taylor, Attorney

GA



Gil Piaquadio <supervisor@townofnewburgh.org>

### Spay/Neuter Clinic

1 message

Chantel Haight <chantel-animalcontrol@townofnewburgh.org>

Fri, Feb 27, 2015 at 11:44 AM

To: Gil Piaquadio <supervisor@townofnewburgh.org>

Hello Gil,

I wanted to talk to you about collaborating with the TARA van to have a spay neuter clinic day for cats. This is tentatively how it would go:

Before the event we would book appointments and accept prepayment for reduced cost spays or neuters. The fee is \$70 per neuter which includes a rabies shot, nail clip, and penicillin \$20 of which gets donated to the shelter. The other alternative is to charge \$50 and not use it as a fundraiser. They must be guaranteed 40 cats.

On the day of the event, tentajively 5/7/15, at about 7:30 AM folks will drop off their cats and later will pick them up. Other services will be offered.

They need a good sized nice lot. While we could use our lot, in the past Town Hall parking lot was used for the clinic. Chadwick would be nice too.

To proceed with plans TARA needs a letter from your office giving permission to use the lot.

Please let me know your feelings on the matter.

Chantel



8B



**TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER**

645 Gidney Ave. Newburgh, NY 12550

To: Town Board

From: Chantel Haight, Animal Control Supervisor

Date: April 1, 2015

Subject: Authorization to Pay Veterinarian Services Utilizing T-94 Account

I am requesting authorization to use the T-94 account to pay for veterinary services from Newburgh Veterinary Hospital totaling \$775.87.

Feline \$168.37

Canine \$607.50

Attached please find the bills.

Thank you.

Cc: Ron Clum, accountant

# TOWN OF NEWBURGH

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

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # \_\_\_\_\_

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
2/27/15	594303	Canine		220.11
3/9/15	594933			176.64
3/17/15	595539			74.75
3/20/15	595737			44.75
3/20/15	595745			91.25
<b>TOTAL</b>				<b>607.50</b>

### CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 607.50 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3/30/15 DATE      Dora M Cast SIGNATURE      Bookkeeper TITLE

(Space below for municipal use)

### DEPARTMENT APPROVAL

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

\_\_\_\_\_  
Date                      Authorized Official

### APPROVAL FOR PAYMENT

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

\_\_\_\_\_  
Date                      Auditing Board

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-30-15 at 12:43p  
**Date:** 02-27-15  
**Account:** 19984  
**Invoice:** 594303

Date	For	Qty	Description	Price	Discount	Net Price	
02-24-15	9-15 (romeo)	1	CONSULT / EXAM - Sick	59.50	29.75	29.75	** ✓
02-24-15		1	Pet Insurance Review			0.00	
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans							
02-24-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15	** ✓
02-24-15		1	Fungassay(In Hosp)	40.50	20.25	20.25	** ✓
02-24-15		1	Lyme,HW,Ehrlichia Accu Plus4 AC	52.00	23.50	28.50	** ✓
02-24-15		40	Rilexine 300mg chewable tablets #	36.35	18.17	18.18	** ✓
02-20-15	Deeno	20	Phenobarbital 1/4 grain (16mg) tab	24.35	12.17	12.18	** ✓
02-20-15	Juliete	1	CONSULT / EXAM - Sick	59.50	29.75	29.75	** ✓
02-20-15		1	Pet Insurance Review			0.00	
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans							
02-20-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15	** ✓
02-20-15		1	Strongid Deworming-Roundworms	18.00	9.00	9.00	** ✓
02-20-15		1	Weight Monitoring			0.00	
02-20-15		14	Metronidazole 250mg.(Flagyl) #193	22.59	11.29	11.30	** ✓
02-20-15		4	BOARD/K9 TLC Medical Alert (Ru	192.00	192.00	0.00	** ✓
Daily accommodations Fleece bedding Meal prep twice daily Mid-day and bedtime snack Sanitize morning and evening Daily monitoring by Technical Staff Walk outdoors 2 x daily							
02-20-15		1	FECAL (ParasiteScreen) T808	31.00	15.50	15.50	** ✓
02-21-15		1	No Ova Seen			0.00	
02-27-15		1	Amoxicillin 250mg x14 #193783	19.25	9.63	9.62	** ✓
02-27-15	Strays	70	Minocycline 100 mg capsules #193	59.55	29.77	29.78	** ✓
<b>Total charges, this invoice...</b>						<b>220.11</b>	

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-30-15 at 12:43p  
**Date:** 03-09-15  
**Account:** 19984  
**Invoice:** 594933

Date	For	Qty	Description	Price	Discount	Net Price	
03-09-15	Juliete	1	X-RAY SURVEY RADIOGRAPH:	199.50	99.75	99.75	** ✓
03-09-15		1	CONSULT / EXAM - Sick	59.50	29.75	29.75	** ✓
03-09-15		30	Famotidine 20mg tablets #194161	20.55	10.27	10.28	** ✓
03-09-15		1	Clavamox Tablets 250mg x 14 #19	48.92	24.46	24.46	** ✓
03-09-15		1	Veterinarian's Notes			0.00	
03-09-15		2	Animal Nurser 2 oz	4.40	2.20	2.20	** ✓
03-09-15		4	Esbilac	20.40	10.20	10.20	** ✓
Total charges, this invoice...						176.64	
**Total discount included: 176.63							

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

LIKE US ON FACEBOOK.COM!

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

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-30-15 at 12:42p  
**Date:** 03-17-15  
**Account:** 19984  
**Invoice:** 595539

Date	For	Qty	Description	Price	Discount	Net Price
03-10-15	9-15 (romeo)	1.30	Morphine Inject Control Log / ml			0.00
03-10-15		0.75	Telazol Injectable Control Log / ml			0.00
03-10-15		1	Neuter/Canine 1-5YR	159.50	84.75	74.75 **✓
03-10-15		1	-Isoflurane Gas Anesthesia			0.00

Total charges, this invoice... 74.75

\*\*Total discount included: 84.75

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

LIKE US ON FACEBOOK.COM!

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

# INVOICE

## Newburgh Veterinary Hospital

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Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-30-15 at 12:42p  
**Date:** 03-20-15  
**Account:** 19984  
**Invoice:** 595737

Date	For	Qty	Description	Price	Discount	Net Price
03-20-15	August	1	Weight Monitoring			0.00

03-20-15	Dixie	1	Bandage - Medicated Wound Dres	64.50	32.25	32.25 **
----------	-------	---	--------------------------------	-------	-------	----------

After certain surgeries, your pet may need to be bandaged, splinted, or casted. All of these materials need to remain clean and dry. This means staying off dewy ground, and out of the rain, puddles, mud, the water bowl, kiddie pools, and baths. If it's raining or the ground is wet when your pet has to go outside to eliminate, cover the bandage with a plastic bag; check that there aren't any holes in the bag and tape it to keep the bag up. Remove the bag and tape as soon as the pet comes back inside. If bandages get wet, have them checked and replaced as needed as soon as possible.

Problems associated with wet bandages, splints or casts can range from an irritated incision to more serious complications, including in some cases gangrene that results in loss of the limb.

Bandages need to be checked regularly, at least three times a day, preferably more.

Watch for swelling above or below the material and report any swelling immediately to your veterinarian. If the bandage, splint or cast is too tight, the swelling will cut off necessary circulation.

Smell the material every day. A new, bad odor indicates that it should be rechecked by the veterinarian as soon as possible and certainly within a few hours of noticing such a change.

- If the leg is splinted the digits may be left exposed at the bottom, Check the toes each time you check the splint to make sure he can still feel his toes (lightly pinch to see if he pulls the limb away or otherwise reacts), and also check for excessive swelling or coldness of the digits. Any concerns with the appearance of the digits or bandage should prompt an immediate call to your veterinarian or local veterinary emergency clinic.

- You can apply talcum powder or cornstarch to help prevent sores from occurring

where the skin is rubbed by the cast or splint. Any sores that don't improve after being powdered should be seen by your veterinarian.

•Splints and casts should only be adjusted by your veterinarian. Some splints need to be used for many weeks.

•Splints and casts are not always comfortable. Expect a bit of licking or chewing, and possibly mutilation of the cast or splint. If you suspect there is a problem, it's better to prevent additional trouble, so talk to your veterinarian sooner rather than later.

03-19-15	Rosetta	1 CANINE RABIES / 1YEAR	25.00	12.50	12.50 ** ✓
Total charges, this invoice...					44.75
**Total discount included: 44.75					

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

---

LIKE US ON FACEBOOK.COM!

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

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-30-15 at 12:41p  
**Date:** 03-20-15  
**Account:** 19984  
**Invoice:** 595745

Date	For	Qty	Description	Price	Discount	Net Price	
03-20-15	August	1	CONSULT / EXAM - Biannual Wel	49.50	24.75	24.75 **	✓
03-20-15		1	Pet Insurance Review			0.00	
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans							
03-20-15		1	CANINE RABIES / 1YEAR	25.00	12.50	12.50 **	✓
03-20-15		1	Canine Dist/A2/PI/Parvo/Lepto1YR	26.00	13.00	13.00 **	✓
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis							
03-20-15		1	Canine Respiratory Complex- Bord	25.00	12.50	12.50 **	✓
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.							
03-20-15		1	Lyme,HW,Ehrlichia Accu Plus4 AC	52.00	23.50	28.50 **	✓
Total charges, this invoice...						91.25	
**Total discount included: 86.25							

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

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

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





**TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER**

645 Gidney Ave. Newburgh, NY 12550

To: Town Board

From: Chantel Haight, Animal Control Supervisor

Date: April 1, 2015

Subject: Authorization to Pay Veterinarian Services Utilizing T-94 Account

I am requesting authorization to use the T-94 account to pay for veterinary services from Newburgh Veterinary Hospital totaling \$775.87.

Feline \$168.37

Canine \$607.50

Attached please find the bills.

Thank you.

Cc: Ron Clum, accountant

# TOWN OF NEWBURGH

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

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # \_\_\_\_\_

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
2/27/15	594304	<u>Feline</u>		84.75
2/28/15	594373			73.12
3/5/15	594650			<del>34.15</del>
3/14/15	595294			10.50
			<b>TOTAL</b>	<b>202.52</b>
				168.37

### CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 202.52 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3/30/15  
DATE

Dora M Cast  
SIGNATURE

Bookkeeper  
TITLE

(Space below for municipal use)

### DEPARTMENT APPROVAL

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

\_\_\_\_\_  
Date Authorized Official

### APPROVAL FOR PAYMENT

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Auditing Board

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-30-15 at 12:47p  
**Date:** 02-27-15  
**Account:** 4417  
**Invoice:** 594304

Date	For	Qty	Description	Price	Discount	Net Price
02-27-15	Mimi	1	Chemistry / CBC (SA020)	169.50	84.75	84.75 ** ✓
			Chemistry panel liver			
			Chemistry panel kidney			
			Chemistry panel pancreas			
			Veterinarian Interpretation +/- Consult			
			Speciman collection			
			White blood cell count			
			Red blood cell count			
			Packed cell volume			
			Differential cytology			

---

Total charges, this invoice...	84.75
**Total discount included: 84.75	
Total payment(s) received...	668.42
02-27-15 Check payment #067782	668.42

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

---

LIKE US ON FACEBOOK.COM!

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

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-30-15 at 12:46p  
**Date:** 02-28-15  
**Account:** 4417  
**Invoice:** 594373

Date	For	Qty	Description	Price	Discount	Net Price	
02-28-15	Mimi	1	Lixotinic 2oz bottle #193825	17.00	8.50	8.50	** ✓
02-28-15		10	Zeniquin 25mg* tablets #193826	39.45	19.73	19.72	** ✓
02-28-15		1	- VITAMIN INJECTION	24.00	12.00	12.00	** ✓
02-28-15		1	Veterinarian's Notes			0.00	
02-28-15		1	CONSULT / EXAM - Sick	59.50	29.75	29.75	** ✓
02-28-15		1	Pet Insurance Review			0.00	
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans							
02-28-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15	** ✓

Total charges, this invoice... 73.12

\*\*Total discount included: 73.13

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

LIKE US ON FACEBOOK.COM!

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-30-15 at 12:46p  
**Date:** 03-05-15  
**Account:** 4417  
**Invoice:** ~~594050~~

Date	For	Qty	Description	Price	Discount	Net Price
03-03-15	<del>Sugar Slider</del>	1	Consult/ Pocket Pet	62.00	31.00	31.00 **
03-03-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15 **
Total charges, this invoice...						34.15
**Total discount included: 34.15						

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

LIKE US ON FACEBOOK.COM!

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

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-30-15 at 12:46p  
**Date:** 03-14-15  
**Account:** 4417  
**Invoice:** 595294

Date	For	Qty	Description	Price	Discount	Net Price
03-10-15	Mimi	1	PCV ( Hct ) / Total Protein in hosp	21.00	10.50	10.50 **
Total charges, this invoice...						10.50
**Total discount included: 10.50						

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

LIKE US ON FACEBOOK.COM!

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

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



# TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

**GIL PIAQUADIO**  
Supervisor

845-564-4552  
Fax: 845-566-9486  
e-mail: [supervisor@townofnewburgh.org](mailto:supervisor@townofnewburgh.org)

4-9-2015

To: Town Board

From Gil Piaquadio Supervisor

Re: Transfer

I am requesting the following transfer:

\$ 28,750.00 from account 001-3120-0499 Personal Service Law Enforcement to:  
001-3030-0499 Police Training Other

This transfer is being made to compensate N.Y. City for the training of Officer Monte.

# TOWN OF NEWBURGH

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

## VOUCHER

DEPARTMENT \_\_\_\_\_

CLAIMANT'S [ ]  
NAME City of New York  
AND New York City Law Department  
ADDRESS [ ] 100 Church Street, 20<sup>th</sup> Floor  
New York, NY 10007

TERMS \_\_\_\_\_

Order No. \_\_\_\_\_


DO NOT WRITE IN THIS BOX		VOUCHER NO.
Date Voucher Received		
FUND - APPROPRIATION	AMOUNT	
001-3030-0499	28,750	
TOTAL		
Abstract No.		

Vendor's  
Ref. No. 802.113

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1/21/15		Reimbursement for the expenses of training former NYPD Police Officer Jason Monti pursuant to the Settlement Agreement between the City of New York and the Town of Newburgh.		\$ 28,750.00
(See Instructions on reverse Side)			TOTAL	\$28,750.00

### CLAIMANT'S CERTIFICATION

I, Aaron M. Bloom certify that the above account in the amount of \$28,750.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the date stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/22/15 DATE  
 SIGNATURE  
Assistant Corporation Counsel TITLE  
 (Space Below for Municipal Use)

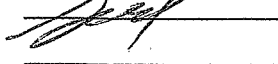
### DEPARTMENT APPROVAL

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

  
 \_\_\_\_\_  
 DATE AUTHORIZED OFFICIAL

### APPROVAL FOR PAYMENT

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

  
 \_\_\_\_\_  
 DATE AUDITING BOARD



## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and among the following parties (the "Parties") as of the 26<sup>th</sup> day of February 2015: (i) The Town of Newburgh ("Newburgh") and (ii) The City of New York ("New York City").

### **RECITALS**

WHEREAS, on June 11, 2014 New York City served a notice of claim (the "Notice of Claim") on Newburgh seeking reimbursement of \$47,526.69 pursuant to New York General Municipal Law § 72-c, for the expenses of training former NYPD police officer Jason Monti, who resigned from the NYPD and subsequently commenced employment with the Newburgh Police Department;

WHEREAS, the Parties now desire to compromise fully the dispute between them;

NOW, THEREFORE, in consideration of the respective covenants, undertakings, representations, and conditions hereinafter set forth, the parties agree as follows:

### **AGREEMENT**



1. Payment. Newburgh agrees to pay \$28,750 dollars to New York City (the "Payment"), by check payable to "City of New York" and sent or delivered to Aaron Bloom, Esq., New York City Law Department, 100 Church St., 20<sup>th</sup> Floor, New York, NY 10007, so as to be received on or before 30 days after the date of this Agreement.

2. Release. The Parties agree to fully, finally and completely release and forever discharge each other, from any and all claims, causes of action, liabilities and/or obligations arising out of or related to the events described in the Notice of Claim that were brought or could have been brought; except that this Release shall not apply to an action for breach of, or to enforce the terms of, this Agreement.

3. Signatures. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one and the same instruments and agreement. Facsimile signatures shall be binding as original signatures.

4. Authority of Signatory. Each of the representatives of Newburgh and New York City signing hereunder expressly warrant that he is authorized to execute this agreement on behalf of Newburgh or New York City, as the case may be, as indicated on the signature pages of this Agreement.

IN WITNESS WHEREOF, Newburgh, acting through its duly authorized representative, and New York City, acting through its duly authorized representative, have caused this Agreement to be executed as of the day and year first above written.

<p>ZACHARY W. CARTER Corporation Counsel of the City of New York <i>Attorney for the City of New York</i> 100 Church Street New York, New York 10007 (212) 356-2274</p> <p>By:  _____ Aaron M. Bloom Assistant Corporation Counsel</p>	<p>TOWN OF NEWBURGH 1496 Route 300 Newburgh, New York 12550 (845) 564-4552</p> <p>By:  _____ Hon. Gilbert J. Piaquadio Supervisor of the Town of Newburgh</p>
---	---

**Cindy Martinez**

---

**From:** Kristen Campbell <KCampbell@riderweiner.com>  
**Sent:** Wednesday, March 11, 2015 9:50 AM  
**To:** Cindy Martinez (cmmartinez@townofnewburgh.org)  
**Cc:** Mark Taylor; Jeffrey Sculley  
**Subject:** NYC Settlement Agreement for Police Officer Training  
**Attachments:** Settlement Agreement - NYC - Newburgh - executed by NYC - (# Legal 5476464).pdf

Cindy,

Please find attached a copy of the signed Settlement Agreement with NYC. Please substitute this signed copy with the unsigned copy that was attached to the NYC voucher for payment of the settlement and let Gil know that you have attached the signed copy. If you have any questions, do not hesitate to call me.

Kristen Campbell  
Administrative Assistant  
Rider, Weiner & Frankel, P.C.  
[kcampbell@riderweiner.com](mailto:kcampbell@riderweiner.com)  
Direct Dial: 845-790-9133

Assistant to:  
Mark C. Taylor, Esq.  
Alyson Pomerantz, Esq.



Mailing Address:  
P.O. Box 2280  
Newburgh, NY 12550

Office Location:  
655 Little Britain Road  
New Windsor, NY 12553

845-562-9100 (Main)  
845-562-9126 (Fax)  
[www.riderweiner.com](http://www.riderweiner.com)

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=====

IRS Circular 230 disclosure (pursuant to U.S. Treas. Regs. governing tax practitioners): Any tax advice contained in this communication (including any attachments or enclosures) was not intended or written to be used, and cannot be used, for the

purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication.

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into by and among the following parties (the "Parties") as of the \_\_\_ day of February 2015: (i) The Town of Newburgh ("Newburgh") and (ii) The City of New York ("New York City").

### RECITALS

WHEREAS, on June 11, 2014 New York City served a notice of claim (the "Notice of Claim") on Newburgh seeking reimbursement of \$47,526.69 pursuant to New York General Municipal Law § 72-c, for the expenses of training former NYPD police officer Jason Monti, who resigned from the NYPD and subsequently commenced employment with the Newburgh Police Department;

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IN WITNESS WHEREOF, Newburgh, acting through its duly authorized representative, and New York City, acting through its duly authorized representative, have caused this Agreement to be executed as of the day and year first above written.

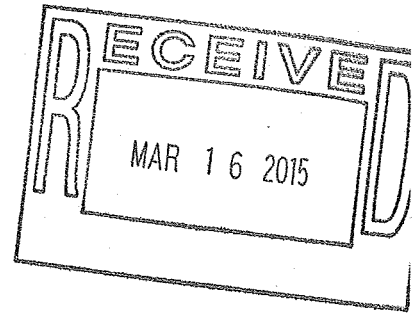
<p>ZACHARY W. CARTER Corporation Counsel of the City of New York <i>Attorney for the City of New York</i> 100 Church Street New York, New York 10007 (212) 356-2274</p> <p>By: _____ Aaron M. Bloom Assistant Corporation Counsel</p>	<p>TOWN OF NEWBURGH 1496 Route 300 Newburgh, New York 12550 (845) 564-4552</p> <p>By: _____ Hon. Gilbert J. Piaquadio Supervisor of the Town of Newburgh</p>
---	--

11A



Donald J. Groth  
President & Chief Executive Officer

March 12, 2015



Hon. Gilbert J. Piaquadio, Supervisor  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

Dear Supervisor Piaquadio,

As discussed during our visit on February 17, 2015 regarding legalization of VLT lottery (slot machine) devices to be operated by Catskill Off-Track Betting Corporation in appropriate communities, I have enclosed a draft resolution in support of this effort for your consideration.

Please advise if you have further questions or other information that could help accomplish such amendment and legalization to help economic development and tourism hopes for the Hudson Valley community.

Sincerely,

TOWN OF NEWBURGH  
RESOLUTION  
IN SUPPORT OF VIDEO LOTTERY MACHINES  
AND SERVICES AT FACILITIES OF THE  
CATSKILL OFF TRACK BETTING CORPORATION

WHEREAS, Chapter 346 of the laws of 1976 created the Catskill Off Track Betting Corporation as a Public Benefit Corporation of the State of New York; and,

WHEREAS, the Catskill Off Track Betting corporation has uniquely and continuously been managed and operated showing annual profits for county governments and the horse racing community of New York State; and,

WHEREAS, a 2014 procurement process for the establishment of casino gaming facilities in accordance with the Upstate New York Gaming Economic Development Act of 2013 (Chapters 174 and 175 of the Laws of 2013) (hereinafter "the Gaming Act") and an amendment by the people of New York of the New York State Constitution for the establishment of up to four casino gambling resort facilities in upstate New York resulted in no casino application approval for a facility in the County of Orange, nor the Town of Newburgh; and,

WHEREAS, the aforementioned Gaming Act included provision for video Lottery Terminals (VLTs) to be installed and operated by off track betting corporations located in the counties of Nassau and Suffolk; and,

WHEREAS, the Catskill Off Track Betting Corporation has expressed interest in having statutory authorization to develop and operate Video Lottery Terminals at facilities of the Catskill Off Track betting Corporation located within the Catskill Region of New York State; and,

WHEREAS, the Town of Newburgh is located within the said Catskill Off Track Betting region and did express support for the casino project in the Town; and,

WHEREAS, it continues to be a good and proper idea for a casino or VLT gaming to be established at or near the intersection of the interstate highways I87 and I84 located in the Town of Newburgh; and

WHEREAS, it is well documented and known that the residents of the Town would welcome the job opportunities, increased local spending, and economic and community benefits that would most assuredly derive from the location of a video lottery gaming facility;

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED, that the Town Board of the Town of Newburgh does hereby express its support for an amendment to Paragraph 4 of subdivision (a) of section 1617-a of the tax law, as amended by chapter 174 of the laws of 2013 which would authorized the Catskill Off Track Betting Corporation to expand its business operation to include the presentation and development of video lottery terminals at facilities of the Corporation located in the Catskill Off Track Betting region of New York ;and

BE IT AND IT IS HEREBY FURTHER RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Governor of the State of New York, the Majority Leader of the New York State Senate, the Speaker of the New York State Assembly and, to the President of the Catskill Off Track Betting Corporation.



11B

**Cindy Martinez**

---

**From:** Barbara Decker <ocatvc@yahoo.com>  
**Sent:** Wednesday, March 04, 2015 2:34 PM  
**To:** Alex Jamieson; Barbara McDowell; Bob Livsey; Brendan Coyne; Brian Wona; Brian Maher; Carl DuBois; Charles Carnes; Cindy Martinez; Dan Depew; Dave Cole; Debbie Matthews; Denise Quinn; Desiree Potvin; Douglas Bloomfield; Elizabeth Greene; Eric Lundstrom; Flo Santini; George Green; Gil Piaquadio; Harley Doles; Harley Doles; James Purcell; Jesse Dwyer; JoAnn Scheels; John Razzano; John Revella; Joseph DeStefano; Judy Kennedy; Kelly Decker; Ken Newbold; KiryasJoel; Kyle Roddey; Michael Hayes; Michael Newhard; Michael Sweeton; Mike Rost; Patrick Flynn; Philip Valastro; Randy Clark; Randy Clark; Robert Jankowski; Robert Jeroloman; Stephen H. Welle; Steve Brescia; Susan -Secretary Wawayanda; Village of Woodbury  
**Subject:** TAX CAP LAW  
**Attachments:** TAX CAP LAW RESOLUTION.docx

Hi Everybody - At the January 28th, 2015 meeting the extension of the Tax Cap Law was discussed and a resolution adopted requesting that the Governor and our NYS representatives give serious consideration to reforming the law.

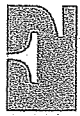
Per instructions from President, Mike Sweeton, I have attached a copy of the Association resolution (first 2 pages) as well as a sample resolution on pages 3 & 4 - if you and your Board should choose to adopt it or something similar and send it to the Governor and State Reps.

If you have any questions or concerns, please do not hesitate to contact Mike or myself.

Barbara

Barbara E. Decker, Secretary  
 Orange County Association of Towns, Villages & Cities  
 31-15 Weathervane Dr.  
 Washingtonville, NY 10992

845-496-3167



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

~~PTB~~  
~~TEB~~  
11B

MEMORANDUM

P: 845.562.9100  
F: 845.562.9126

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

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF TOWN BOARD REQUEST FOR NEW  
YORK STATE TAX CAP LAW REFORM.  
OUR FILE NO. 800.1(B)(4)(2015)

DATE: MARCH 18, 2015

**ATTORNEYS**  
David L. Rider  
Charles E. Frankel  
Michael J. Matsler  
Mark C. Taylor  
Deborah Weisman-Estis  
M. Justin Rider  
Jeffrey S. Sculley  
Donna M. Badura  
Alyson Pomerantz

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

**COUNSEL**  
Stephen P. Duggan, III  
John K. McGuirk

**OF COUNSEL**  
Craig F. Simon

In accordance with Supervisor Piaquadio's request, enclosed please find the following draft resolution for the Town Board's consideration:

Resolution of Town Board Request for New York State Tax Cap Law Reform

The resolution is based on the model forwarded by the Orange County Association of Towns, Villages and Cities.

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

cc: Andrew J. Zarutskie, Town Clerk

At a meeting of the Town Board of the  
Town of Newburgh, held at the Town Hall,  
1496 Route 300, in the Town of Newburgh,  
Orange County, New York on the \_\_\_\_ day of  
March, 2015 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

RESOLUTION OF TOWN BOARD OF THE  
TOWN OF NEWBURGH REQUEST FOR  
REFORM OF NEW YORK STATE  
TAX CAP LAW

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

WHEREAS, New York State is in the process of considering extending the Tax Cap Law,  
and

WHEREAS, it is the consensus of the Town Board, as well as membership of the Orange  
County Association of Towns, Villages & Cities, Inc., that as currently designed the tax cap makes it  
virtually impossible for Towns, Villages and Cities to meet the law's criteria due to mandated  
expenses such as the ever increasing cost of pensions and health care which consumes most of the  
allowable cap and should, therefore, be exempted from the tax cap law, and

WHEREAS, the present tax cap law severely restricts elected officials in the Towns, Villages  
and Cities of Orange County from performing their fiduciary duties to their residents to effectively  
provide for:

1. Infrastructure improvements and repairs;
2. Road maintenance, repair and renovation, as well as snow removal, which are all  
required to make streets safe for travel;
3. Capital projects and infrastructure improvements in utilities, transportation,  
communication that are required to improve quality of life and grow our economy  
and bonding decisions are generally subject to permissive referendum, providing a  
mechanism for residents to reject an infrastructure investment by a local board;
4. Expenses derived from consent orders and smart growth initiatives to make  
communities livable;
5. Extraordinary expenses required to respond to public health emergencies and  
pandemic;

WHEREAS, continued neglect of infrastructure, roads and renovations due to fiscal restraints will only result in dire conditions and more costly repairs and/or possible lawsuits, and

WHEREAS, we further recommend an amendment to the tax cap formula to address disincentives to offer PILOTS, as well as an amendment to address disincentives to consolidate services,

NOW, THEREFORE, BE IT RESOLVED that it is the sincere hope of the Town Board of the Town of Newburgh that Governor Andrew Cuomo, members of the New York State Senate and members of the New York State Assembly give serious consideration to important recommendations for reforms of the Tax Cap Law that are hereby put forth, and

BE IT FURTHER RESOLVED that we respectfully request that the New York State representatives listed below advocate for the reforms hereby put forth:

Senator William J. Larkin, Senator, John Bonacic, Assemblyman James Skoufis, Assemblyman Karl Brabenec, Assemblywoman Aileen Gunther, Assemblywoman Claudia Tenney and Assemblyman Frank Skartados and we thank them for their due diligence in this matter.

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

George Woolsey, Councilman voting \_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Paul I. Ruggiero, Councilman voting \_\_\_\_\_

James E. Presutti, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

Cindy Martinez

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**From:** Barbara Decker <ocatvc@yahoo.com>  
**Sent:** Wednesday, March 04, 2015 2:34 PM  
**To:** Alex Jamieson; Barbara McDowell; Bob Livsey; Brendan Coyne; Brian Wona; Brian Maher; Carl DuBois; Charles Carnes; Cindy Martinez; Dan Depew; Dave Cole; Debbie Matthews; Denise Quinn; Desiree Potvin; Douglas Bloomfield; Elizabeth Greene; Eric Lundstrom; Flo Santini; George Green; Gil Piaquadio; Harley Doles; Harley Doles; James Purcell; Jesse Dwyer; JoAnn Scheels; John Razzano; John Revella; Joseph DeStefano; Judy Kennedy; Kelly Decker; Ken Newbold; KiryasJoel; Kyle Roddey; Michael Hayes; Michael Newhard; Michael Sweeton; Mike Rost; Patrick Flynn; Philip Valastro; Randy Clark; Randy Clark; Robert Jankowski; Robert Jeroloman; Stephen H. Welle; Steve Brescia; Susan -Secretary Wawayanda; Village of Woodbury  
**Subject:** TAX CAP LAW  
**Attachments:** TAX CAP LAW RESOLUTION.docx

Hi Everybody - At the January 28th, 2015 meeting the extension of the Tax Cap Law was discussed and a resolution adopted requesting that the Governor and our NYS representatives give serious consideration to reforming the law.

Per instructions from President, Mike Sweeton, I have attached a copy of the Association resolution (first 2 pages) as well as a sample resolution on pages 3 & 4 - if you and your Board should choose to adopt it or something similar and send it to the Governor and State Reps.

If you have any questions or concerns, please do not hesitate to contact Mike or myself.

Barbara

Barbara E. Decker, Secretary  
Orange County Association of Towns, Villages & Cities  
31-15 Weathervane Dr.  
Washingtonville, NY 10992

845-496-3167

12



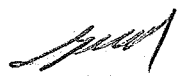
## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

**GIL PIAQUADIO**  
Supervisor

845-564-4552  
Fax: 845-566-9486  
e-mail: [supervisor@townofnewburgh.org](mailto:supervisor@townofnewburgh.org)

April 9, 2015

From: Gil Piaquadio Supervisor 

To: Traffic Safety Committee

I am requesting the Traffic Safety Committee survey Chestnut Lane North east and South west and report back to the board if stop signs are warranted

12 Gil

**Cindy Martinez**

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**From:** [REDACTED]  
**Sent:** Wednesday, March 25, 2015 10:47 AM  
**To:** cmmartinez@townofnewburgh.org  
**Subject:** stop signs on Chestnut lane Balmville

Good morning,

I spoke to you last week pertaining to putting two stop signs on Chestnut Lane. One N/E and one S/W. There have been several accidents on Chestnut Lane. The most recent involved my mother driving out of her driveway and going on Chestnut Lane. If she did not swerve to avoid the other car my mother would have been hit head on and I as the passenger would have been injured as well. Needless to say an accident did occur, but thank god no one was injured.

Chestnut lane has posted signs with speed limit 30 miles per hour however no one adheres to the speed limit they go from 50 to 60 miles per hour on Chestnut Lane. The neighbors on Chestnut lane are very concerned about safety. What will it take to put two stop signs in both directions. Does there have to be a fatality for this to be done. Several accidents occur each year on this road. Please advise.

With respect,  
Debra A Feola M.S.

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# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor & Town Board Members

**FROM:** Todd DePew, Highway Superintendent 

**DATE:** April 7, 2015

**RE:** Spring Leaf and Brush Pick-up

I would like to get the approval to have the attached letter published in the local newspapers to inform the Town Residents of the Spring pick-up schedule. Pick-up will be for the week of May 4, 2015 to May 7, 2015 and May 8, 2015 for calls.

If you have any questions you may feel free to contact me in my office.

**TD/ch**

**cc:** Andrew Zarutskie, Town Clerk





# TOWN OF NEWBURGH RESIDENTS LEAF AND BRUSH PICKUP – SPRING OF 2015

Town trucks will pick up bagged leaves and brush tied in bundles no larger than four (4) feet. Leaves will be in CLEAR BAGS ONLY BY ORDER OF TOWN BOARD. CLEAR BAGS are available at many retail outlets & stores in the Greater Newburgh area. Leaves bagged with DIRT AND STONE mixed in will NOT be picked up. Bagged leaves and bundled brush must be placed at the curb no later than 7:00 a.m. on the day of pickup in your area. Town trucks will not return to any area following the designated pickup date.

Mon-May 4, 2015 North side of Rte 52. East side of Plattekill Turnpike/NYS Rte 32.

Tue-May 5, 2015 South side of Rte 52. East side of Union Ave/NYS Rte 300.

Wed-May 6, 2015 South side of Rte 52. West side of Union Ave/NYS Rte 300.

Thur-May 7, 2015 North side of Rte 52. West side of Plattekill Turnpike/NYS Rte 32.

A leaf and brush recycling bin is available to the public at the Town of Newburgh Highway Department at 90 Gardnertown Road, Newburgh. Hours are Monday thru Friday 7:00am to 3:00pm.

George A. Woolsey Sr., Councilman  
Paul I Ruggiero, Councilman

Gil Piaquadio, Supervisor

Elizabeth J. Green, Councilwoman  
James E Presutti, Councilman

**BY ORDER OF THE TOWN BOARD, Andrew J. Zarutskie, Town Clerk**

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## HANDBOOK REVISIONS

### Section 702

**Vacation Annual Buy-Back (at p. 45):** An employee with at least five years of continuous service will be eligible to "sell back" up to forty hours of accumulated vacation leave each year at the employee's rate of pay. The employee must make the election between December 1<sup>st</sup> and December 7<sup>th</sup> and payment will be made between December 1<sup>st</sup> and January 31<sup>st</sup> of the next year.

### Section 703

**Proper Use of Sick Leave (p. 46):** Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work. An employee may use sick leave credits for medical or dental appointments that cannot be scheduled during non-work hours. "Sick leave credits may not be used in increments less than one (1) hour; however, after the first hour, sick leave credits may be used in fifteen (15) minute increments." An employee may take paid sick leave only after it has been credited.

### Section 308

**Chadwick Lake Park Pass (p. 10)** To be eligible for a Free Chadwick Park Pass, the retiree must have retired from the Town service with at least twenty (20) years of continuous service with the Town and must have applied for and been granted a bona-fide retirement benefit from New York State Employees' Retirement System.

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# TOWN OF NEWBURGH

*Crossroads of the Northeast*

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OLD TOWN HALL  
308 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

CODE COMPLIANCE DEPT.  
TELEPHONE 845-564-7801  
FAX LINE 845-564-7802

To: Ronald Clum Accountant

April 9, 2015

From: Gerald Canfield Code Compliance Supervisor *GC*

Re: Transfer of Security

Ron,

Per our conversation of April 8<sup>th</sup>, 2015 please accept this correspondence to reiterate my request to transfer the \$20,000.00 deposit plus interest accrued from the original February 12, 2009 check from WB Interchange Associates, LLC from the T-32 account to T-88. Attached please find Agreement between Town of Newburgh and Owner for Funding of cost of professional Site Work Monitor Services and copy of check #0001811.

Cc: Gil Piaquadio, Town Supervisor

Mark Taylor, Town Attorney

Jim Osborne, Town Engineer

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

THIS AGREEMENT is made as of February 12, 2009, by and among the TOWN OF NEWBURGH, a municipal corporation with offices at 1496 Route 300, Newburgh, New York 12550 (hereinafter referred to as "Town") and WB INTERCHANGE ASSOCIATES, LLC, a New York Limited Liability Corporation qualified to do business in New York State, having an address at 570 Taxter Road, 6<sup>th</sup> Floor, Elmsford, New York 10523, (hereinafter referred to as "Owner").

WHEREAS, Owner owns a 127.6 acre tract of land located in the Town of Newburgh located at or near the intersection of Interstate Route 84 and NYS Route 300 comprised of tax map parcels presently designated as 97-1-13.3 & 20.3, 60-3-49.21, 49.22, 49.1, 41.3, 48 & 41.4, 71-5-9, 12, 15 & 16, 71-4-7, 8, 9, & 10, 71-4-11 thru 14, all of which are collectively referred to hereinafter as the "Site"; and

WHEREAS the Owner has received Final Site Plan Approval from the Town of Newburgh Planning Board by resolution dated June 19, 2008 (the "Final Approval"), allowing it to develop up to 850,000 square feet of retail shopping center known as the Marketplace at Newburgh (the "Project") on the Site and the Owner has also received Final Subdivision Approval by resolution dated May 29, 2008, which approval created a total of 4 parcels of land on the Site (the "Subdivision Approval") (the Final Approval and Subdivision Approval are sometimes collectively referred to as the "Approvals"); and

WHEREAS, in the course of the proceedings for the Approvals before the Town Planning Board, the Owner voluntarily agreed to establish and fund an escrow account with sufficient funds to defray the anticipated cost of the services of a professional engineering firm to be selected by the Town to provide site work monitoring Services (defined below) with regard to the performance of the Site Work (defined in paragraph 2 below) required for the Project as approved by the Town Planning Board (hereinafter referred to as the "Assignment"); and

WHEREAS, the SEQRA Findings Statement adopted by the Town Planning Board with respect to the Project recite that the Owner will perform the duties imposed upon him by this Agreement; and

WHEREAS, the Town has engaged the firm of McGoey, Hauser and Edsall, Consulting Engineers, P.C. (the "Site Monitor") to perform the professional services (hereinafter the "Services") set forth in the certain Agreement for Engineering Services made the \_\_\_ day of December, 2008 between the Town and the Site Monitor annexed hereto as Exhibit "A".

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Owner shall do the following in a timely manner so as not to delay the Services of Site Work Monitor:

A. Provide all criteria and full information as to Town's requirements for Assignment and designate in writing a person(s) with authority to act on the Owner's behalf on all matters concerning the Assignment;

B. Furnish to Site Work Monitor all existing studies, reports, approvals, SEQRA findings, design drawings and specifications and other available data pertinent to the Assignment, obtain or authorize Site Work Monitor to obtain or provide additional reports and data as required, and furnish to Site Work Monitor services of others required for the performance of the Services hereunder. Site Work Monitor shall be entitled to use and rely upon all such information and services from Owner or others in performing Services under this Agreement;

C. Arrange for access to and make all provisions for Site Work Monitor to enter upon public and private property as required for Site Work Monitor to perform its Services hereunder;

D. Bear all costs incident to compliance with the requirements of this paragraph.

2. The Town may authorize Site Work Monitor's Services to commence to be performed upon commencement of Site Work (defined below) and will be completed at such time as all Site Work is completed and accepted by the Town. The Services will be performed on such full or part-time basis as the Town reasonably determines from time to time is required by the scope of the on-going Site Work. Site Work shall include the following: clearing and grading; barriers and related improvements; stormwater management including but not limited to culverts, catch basins, detention and retention basins and compliance with the Stormwater Pollution Prevention Plan (SWPPP); erosion and sediment control measures; blasting; private streets, driveways, parking areas and sidewalks and appurtenant street lighting fixtures and curbing

3. General Considerations:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to any one other than the Town and all duties and responsibilities undertaken by the Site Work Monitor will be for the sole and exclusive benefit of the Town and not for the benefit of any other party.

4. Owner agrees to deposit with the Town, as "Escrowee", in escrow, the initial sum of \$20,000.00 (the "Escrow Fund").

A. The Town shall require the Site Work Monitor to submit monthly vouchers for Services rendered (and for reasonable and customary reimbursable expenses incurred) to the Town which shall make monthly payments in response to Site Work Monitor's monthly statements in accordance with its audit procedures and the Agreement, subject to the Owner's deposit of sufficient funds in the Escrow Fund following notification by the Town in accordance with the provisions of this Agreement.

B. The Town, as Escrowee, is irrevocably authorized and directed by the Owner, to pay from the fund escrowed with it, without the prior approval of Owner or any other party, but upon prior Notice to Owner, before each such payment, such sums as are requisitioned by Site Work Monitor, based upon the monthly vouchers submitted by Site Work Monitor for Services performed and reimbursable expenses for the hours actually spent on the Assignment for services rendered by principals and employees of Site Work Monitor engaged directly on the Assignment in accordance with the foregoing and the Schedule of hourly rates and reimbursable expenses in Exhibit "B" hereof. The authorization herein shall include the payment of any interest due to Site Work Monitor resulting from a failure by Owner to deposit sufficient funds with Escrowee to maintain

the escrow balance following notice by the Town in accordance with the provisions of this Agreement.

C. The Escrowee is not responsible to any party in the event that any charge by the Site Work Monitor is excessive or unreasonable or in the event that the services provided by such Site Work Monitor shall not be satisfactory to any of the parties.

D. The Escrow Fund shall be restored by the Developer periodically within fifteen (15) days of the Town's written request. At such time as the balance within the Escrow Fund shall be reduced to fifty percent (50%) or less of the original balance of the Escrow Fund or as the Town otherwise determines appropriate based upon its reasonable estimates of the expense being incurred on an on-going basis and services not yet performed. Owner agrees to deposit additional sums in order to restore the balance to its original amount within fifteen (15) days of the Town's written request. Said request shall be accompanied by a balance statement and copies of the Site Work Monitor's vouchers and itemized billing statements. In the event that the Owner shall fail to make such deposit within 15 days following the giving of notice of such requirements in accordance herewith, the Town shall have the right to issue a stop work order for the site work subject to the inspections.

5. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or not, five (5) business days after deposit in a regularly maintained



receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to the Town:

Town Supervisor  
1496 Route 300  
Newburgh, New York 12550

With copies to:

Town Planning Board:

John P. Ewasutyn, Chairman  
Town of Newburgh Planning Board  
Gardnertown Road  
Newburgh, New York 12550

And Attorney for the Town:

Mark C. Taylor, Esq.  
Rider, Weiner & Frankel, P.C.  
655 Little Britain Road  
New Windsor, New York 12553

If to the Owner:

John R. Bainlardi  
WB Interchange Associates, LLC  
570 Taxter Road, 6<sup>th</sup> Floor  
Elmsford, New York 10523

With Copy to:

6. The parties acknowledge and agree that this Agreement embodies the entire understanding between the parties with respect its subject matter and has been entered into only after independent investigation and without reliance upon any representation or promise not contained herein. The parties specifically disclaim the making of any representations not embodied herein and specifically disclaim reliance thereon.

7. This Agreement shall be controlled by the laws of the State of New York.

8. This Agreement may not be changed orally but only by an agreement in writing.

9. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties.

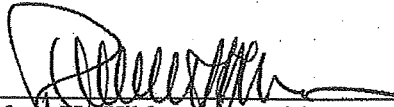
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF NEWBURGH

By: \_\_\_\_\_  
Wayne C. Booth, Supervisor

WB INTERCHANGE ASSOCIATES, LLC

By: WB Interchange, Inc., Managing Member

By:  \_\_\_\_\_  
Robert H. Wilder, Jr., President



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

RICHARD D. McGOEY, P.E. (NY & PA)  
WILLIAM J. HAUSER, P.E. (NY & NJ &  
PA)  
MARK J. EDSALL, P.E. (NY, NJ & PA)  
JAMES M. FARR, P.E. (NY & PA)

MAIN OFFICE  
33 Airport Center Drive  
Suite 202  
New Windsor, New York 12553

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



**AGREEMENT FOR ENGINEERING SERVICES**

**Between**

**THE TOWN OF NEWBURGH**

**and**

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

**for Professional Services**

**Related to**

**SITE WORK MONITORING AND PERIODIC FIELD REVIEWS  
SUPPLEMENTARY TO AND ON BEHALF OF THE TOWN OF NEWBURGH  
FOR MARKETPLACE SITE DEVELOPMENT  
(MH&E 96-11.2; 4-54)**

This Agreement made by and between The Town of Newburgh (Town) and McGoey, Hauser and Edsall Consulting Engineers, P.C. (Engineer, MH&E, Site Monitor).

**WITNESSETH:**

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**Section 1. DESCRIPTION OF PROJECT.** The project for which professional engineering services shall be rendered under this Agreement shall include site work monitoring and periodic construction review on behalf of the Town for the Marketplace project located in the Town of Newburgh comprised of Tax Map Parcel Section 60 Block 3 Lot 41.3 and others all which are collectively referred to herein as the site. The Town of Newburgh Planning Board has granted final site plan approval by resolution dated 19 June 2008 (final approval) allowing the development of up to 850,000 square feet of retail shopping center known as Marketplace at Newburgh (the project). Whereas in the course of the proceedings of the approval before the Town Planning Board, WB Interchange Associates LLC., (project sponsors) voluntarily agreed to establish and fund an escrow account with sufficient funds to defray the

**REGIONAL OFFICES**

- 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • 570-296-2765 •
- 540 Broadway • Monticello, New York 12701 • 845-794-3399 •

anticipated cost of services for professional engineering firm to be selected by the Town to provide site work monitoring and construction review as deemed reasonably necessary by the Town and commensurate with the degree of on-site construction being undertaken by the developer. This work will be in compliance with the basic services identified in Section 2 below. The SEQRA Finding Statement adopted by the Town Planning Board with respect to the project recites that the Project Sponsor will underwrite the cost for the services to be provided under the terms of perform the duty imposed upon them by this agreement. The Town and the Engineer acknowledge that the developer has requested that the Engineer shall use commercially reasonable efforts to assign tasks to the qualified firm representative carrying the lowest billing rate in the performance of the Services. The Town also acknowledges that the Engineer maintains the sole authority to select and assign personnel based upon scheduling and level of qualifications required for specific tasks.

**Section 2. BASIC SERVICES.** The professional services to be rendered by the Engineer shall include the following:

- a. **Field reviews of the project with regard to monitoring the project the implementation of Soil Erosion and Storm water Pollution Prevention plan.** - This task will involve periodic onsite review of Soil Erosion, Sediment Control, and Storm water Management Facilities. The Project Sponsor shall submit the Town/site monitor copies of all field reviews, inspection reports and other documents generated by the project sponsor's consultant in compliance with NYSDEC, US Army Corps of Engineers and Town of Newburgh permit approvals. Reports generated by the project's consultant shall be submitted to the Town site monitor within 10 days of reports being generated. The Engineer will use commercially reasonable efforts to forward copies of reports simultaneously to the Project Sponsor.
- b. **On site monitoring for compliance with SEQRA Findings Statement conditions.** - The project's sponsor has agreed to certain conditions which have been incorporated in the Lead Agency (Newburgh Planning Board) findings regarding environmental impacts on the project site. McGoey Hauser & Edsall (MH&E) personnel will provide periodic on site review to evaluate compliance with SEQRA Finding Conditions. MH&E will provide periodic reports to the Town of Newburgh regarding compliance with SEQRA conditions. SEQRA compliance will generally involve monitoring of Soil Erosion and Sediment Control, blasting activities, site grading activities, installation of Best Management Practices, engineering controls incorporated into the plans, and general compliance with plans, specifications and supplementary conditions of approval.
- c. **Field review of site improvement installations** - MH&E will provide support to Town of Newburgh personnel including field review during installation of site improvements including but not limited to storm water management Facilities, drainage collection piping and appurtenances, barriers, access road and parking lot construction. MH&E will provide reports to the Town on a weekly basis. The Engineer will use commercially reasonable efforts to forward copies of reports simultaneously to the Project Sponsor.

- d. **Blasting Monitoring** – MH&E will assist the Town in reviewing the sites compliance with the approved blasting procedures. The site operator shall submit the following documents:
1. Pre blast surveys.
  2. Well surveys – water quantity/water quality.
  3. Blasting plans.
  4. Seismic and air blast monitoring data.
  5. Scheduling of drilling and blasting activity.

MH&E will maintain records of the information submitted and report to the Town issues noted regarding compliance with permits or SEQRA Findings.

- e. **Attendance at meetings.** – MH&E personnel will attend construction progress meetings as scheduled by the Town of Newburgh.
- f. **MH&E will provide construction site monitoring with regard to receiving and evaluating citizen complaints as received by agencies of the Town of Newburgh.** Complaints forwarded by the Town will be evaluated and reports will be provided recommending action to address issues identified in complaints forwarded from the Town agencies to the MH&E personnel.

**Section 3. PAYMENT FOR SERVICES.** Payment for professional services described in Section 2 of this Agreement shall be made in such amounts and at such times as are hereinafter designated and set forth:

Payment for all services described in Section 2 shall on an hourly basis per the attached Fee Schedule which shall be due and payable based upon monthly invoices for effort expended.

Engineer shall submit monthly vouchers for Services rendered and for reasonable and customary reimbursable expenses incurred to the Town which shall make payments in response to Engineer's monthly statements in accordance with its audit procedures and this Section 1. The Engineer's vouchers shall have attached to them itemized billing statements setting forth the date billed tasks were performed, the identity of the individual performing the task, the actual time spent on the task, the rate charged, the cost of the service, and a reasonable description of the task.

Payments shall be due within thirty days after submission of the invoice.

If the Town fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's bill therefore, the amount due Engineer shall include a charge at the rate of 1-1/2% per month from said thirtieth day, and in addition Engineer may, after giving seven (7) days written notice to Town, suspend services under this Agreement until Engineer has been paid in full all amounts due for services and expenses.

#### **Section 4. CHANGES.**

1. **Changes During The Term of Agreement** - In the event that material changes in plans or scope of the work are directed in writing by the Town of Newburgh, the Town of Newburgh agrees to pay Engineer the accumulated charges for services, on a negotiated basis, to the date of the change in the plan or scope of services. The services for the revised scope shall

then be completed by the Engineer with compensation or as mutually agreed upon.

**Section 5. TOWN'S RESPONSIBILITIES.** The Town shall use commercially reasonable efforts to require the Project Sponsor to make available to the Engineer all records and data pertinent to the project and will give reasonable assistance to the engineer in obtaining additional information which may be required. The Engineer shall have the opportunity to confer with the project's sponsors, officials and other persons who may be a position to furnish information relative to the project.

**Section 6. ADDITIONAL SERVICES.** In the event the Town desires additional services to be rendered by Engineer in connection with the completion of the Project, beyond the scope of the services described in Article 2 of this Agreement, Engineer agrees to perform said additional services, if ordered in writing, on a mutually acceptable basis, as per attached December 2007 Standard Fee Schedule.

**Section 7. TERMINATION OF SERVICES.** If all or any part of the engineering services to be performed under the Agreement are ordered to be suspended or omitted by Owner, Owner agrees to make such order in writing at least thirty days prior to the desired date of termination of service and to pay Engineer for such suspended or omitted services the accumulated fees to the date of termination of service in accordance with the methods of payment described in Article 3.

**Section 8. ASSIGNMENT.** The Engineer shall not assign or transfer any duties, rights under or interests in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement, except to the extent of any assignment or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Engineer from any duty or responsibility under this Agreement.

**Section 9. INSURANCE.** Engineer agrees to procure and maintain applicable insurance without additional expense to Owner, for the term of this agreement. Before commencing work, Engineer shall furnish to Owner, if requested, a certificate or certificates showing that the requirements of this Article have been complied with. This certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days after prior written notice has been given to Owner.

**Section 10. PROVISIONS OF LAW.** All provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws.

**Section 11. MAPS, PLANS AND SPECIFICATIONS.** All reports, and other documents prepared by Engineer, being instruments of service, shall be considered the property of Engineer until paid for as herein set forth, and the right to use same shall not pass from Engineer to the Town of Newburgh until all payments agreed to hereunder have been fully made.

**Section 12. ENGINEER'S RESPONSIBILITY LIMITED.** The Engineer shall in no way be responsible for the Contractor's means, methods, or techniques of construction nor for any safety precautions incident thereto. The Engineer shall not be responsible for the Contractor's compliance or failure to comply with the approved Plans and Specifications, permits, codes, rules, and regulations.

**Section 13. LIMITATION OF LIABILITY.** The Owner agrees to limit the Engineer's liability to the Owner and to all the Contractors, persons or firms furnishing services, materials or labor in connection with this Proposal, due to negligent acts, errors or omissions, such that the total aggregate

liability of the Engineer shall not exceed the cost of services under this Proposal of Fifty Thousand Dollars (\$50,000.00); whichever is less.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the \_\_\_\_\_ day of December, 2008.

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

**TOWN OF NEWBURGH**

By: \_\_\_\_\_  
Patrick J. Hines  
Associate

By: \_\_\_\_\_  
(Signature)

Wayne Booth  
\_\_\_\_\_  
(Name)  
Supervisor  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

WB Interchange Associates, LLC

0001811

Town of Newburgh		02/12/2009			AMOUNT	
Date	Type	Reference	Original Amt.	Balance Due	Di.scourt	Payment
2/12/2009	Bill		20,000.00	20,000.00		20,000.00 20,000.00
CATEGORY		MEMO			TOTAL	
M&T9834073158CKG		Site Work Monitoring Escrow			20,000.00	

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BACKGROUND AND A TRUE WATERMARK. HOLD UP TO THE LIGHT TO VERIFY.

WB Interchange Associates, LLC  
570 Taxter Road, Sixth Floor  
Elmsford, New York 10523

M & T Bank  
303 S. Broadway, Suite 130  
Tarrytown, New York 10591

10-4  
220  
0001811  
02/12/2009

MEMO Site Work Monitoring Escrow

PAY TO THE ORDER OF Town of Newburgh

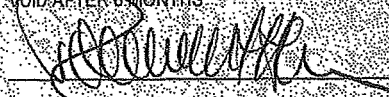
\$ 20,000.00

Twenty Thousand and 00/100

DOLLARS

Town of Newburgh  
308 Gardnertown Road  
Newburgh, NY 12550

VOID AFTER 6 MONTHS



CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈0001811⑈ ⑆022000046⑆9834073158⑈



Added 15B+C

**To: All Department Heads/Employees**  
**From: Gil Piaquadio, Town Supervisor**  
**Date: March 19, 2015**  
**RE: Changing Work Week/Direct Deposit/Bi-Weekly Payroll**

---

A number of employees have expressed an interest in having direct deposit for their payroll checks. A direct deposit program would deposit your net check into account(s) of your choosing rather than getting a physical check. You would no longer have to go to the bank to cash your payroll checks. It would also alleviate the problem of receiving your paycheck on a scheduled day off on a payroll date. It would also eliminate the possibility of lost, stolen, or misplaced checks before they are cashed.

You will still receive a payroll stub which would include all the normal information such as wages, payroll taxes paid, and all deductions from your pay for the pay period as well as year-to-date.

In order to accomplish this, the Town will have to change the work week from the current Thursday to Wednesday to a Monday through Sunday. This needs to be done as the banks require two full work days in order to transmit the funds from our bank accounts to your requested banks in order for it to be available on Friday's.

We are changing the work week effective May 15, 2015. This first "new pay week" check will be for time actually worked (May 7<sup>th</sup> and 8<sup>th</sup> - for most employees) (May 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup> for employees who work through the weekends - mostly police). The Town Board and I know that this would be a struggle for most employees so we are going to offer that employees may choose to use any available time to make up for this short week. (using 3 days to bring it up to the normal 5 day workweek).

---

The following 2 pay periods would be as follow:

<u>Paydate</u>	<u>Payroll Week</u>
May 22, 2015	05/11/15 – 05/17/15
May 29, 2015	05/18/15 – 05/24/15

We are also during this time going to a bi-weekly payroll for all employees (except those covered under the current PBA contract) as almost all municipalities as well as large employers are on this bi-weekly payroll cycle. It will cut down on payroll processing time, and increased cost efficiencies regarding payroll checks, envelopes, and other banking costs.

This first bi-weekly payroll will be for the paycheck dated June 12, 2015 and will be for the period 05/25/15 – 06/07/15. Thereafter all employees (except PBA members) will be receiving checks/direct deposits bi-weekly in the future (06/26/15, 07/10/15, 07/24/15, etc. etc).

I understand that this may require some hardships as far as family budgeting but I believe that with some time everyone will get used to the changes.

---

Gil Piaquadio

Added 1515

TOWN OF NEWBURGH  
CHANGE OF WORK-WEEK FROM A THURSDAY – WEDNESDAY TO  
MONDAY THROUGH SUNDAY

CHECK DATE	PERIOD COVERED	NOTATIONS
05/08/15	04/30/15 THRU 05/06/15	Last pay-week that is a Thursday thru Wednesday.
05/15/15	05/04/15 THRU 05/10/15	For most full time employees you will see that they already got paid for 5/4, 5/5, and 5/6 from the prior week above. So they will only be paid for the days they actually work (5/7 and 5/8). Bottom line is they are being paid for 2 days and if they want a 5 day work week they will have to use 3 days of accumulated time to make a whole week.
05/22/15	05/11/15 THRU 05/17/15	The following week will be a normal week but now on a Monday – Sunday...
05/29/15	05/18/15 THRU 05/24/15	And thereafter

The employees are not only being paid for all of their workdays but ALSO being paid an extra 3 days for the year 2015 (by using their time).

15 Ptc

1. Change the work week to start on Monday through Sunday

~~2. Payroll will be two week with the exception of the PBA members~~

3. Optional direct deposit for those participating in the two week payroll

## TOWN OF NEWBURGH

### Direct Deposit Enrollment/Change Form

To enroll in the electronic deposit program, simply fill out this form and return to the payroll department. Attach a voided check in the space below for each checking account (not a deposit slip). If depositing to a savings account, ask your bank to give you the Routing/Transit number for your account. It isn't always the same as the number on a savings deposit slip. This will help ensure that you are paid correctly.

Below is a sample check, detailing where the information necessary to complete this form can be found.

YOUR NAME 1234 Main Street Anywhere, OH 00000	DATE _____ 123						
PAY TO THE ORDER OF _____	\$ _____						
	DOLLARS						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;">0044072324</td> <td style="border: 1px solid black; padding: 2px;">000123456789</td> <td style="border: 1px solid black; padding: 2px;">0123</td> </tr> <tr> <td style="text-align: center;">ROUTING NUMBER</td> <td style="text-align: center;">ACCOUNT NUMBER</td> <td style="text-align: center;">CHECK NUMBER</td> </tr> </table>	0044072324	000123456789	0123	ROUTING NUMBER	ACCOUNT NUMBER	CHECK NUMBER	
0044072324	000123456789	0123					
ROUTING NUMBER	ACCOUNT NUMBER	CHECK NUMBER					

COMPLETE TO ENROLL/ADD/CHANGE BANK ACCOUNTS				
Type of Account	Bank Routing Number	Bank Account Number	Bank Name	I wish to deposit (check one)
<input type="checkbox"/> checking <input type="checkbox"/> savings				<input type="checkbox"/> Specific dollar Amount <input type="checkbox"/> Remainder of check
<input type="checkbox"/> checking <input type="checkbox"/> savings				<input type="checkbox"/> Specific dollar Amount <input type="checkbox"/> Remainder of check
<input type="checkbox"/> checking <input type="checkbox"/> savings				<input type="checkbox"/> Specific dollar Amount <input type="checkbox"/> Remainder of check

Please attach a voided check for each account here.

### EMPLOYEE CONFIRMATION STATEMENT

I authorize the Town of Newburgh to deposit my net pay into the bank accounts identified above (and appropriate debit and adjustment entries). My signature below indicates that I am agreeing that I am either the account holder or have the authority of the account holder to authorize my employer to make direct deposits into the named account.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To: All Department Heads/Employees**  
**From: Gil Piaquadio, Town Supervisor**  
**Date: March 19, 2015**  
**RE: Changing Work Week/Direct Deposit/Bi-Weekly Payroll**

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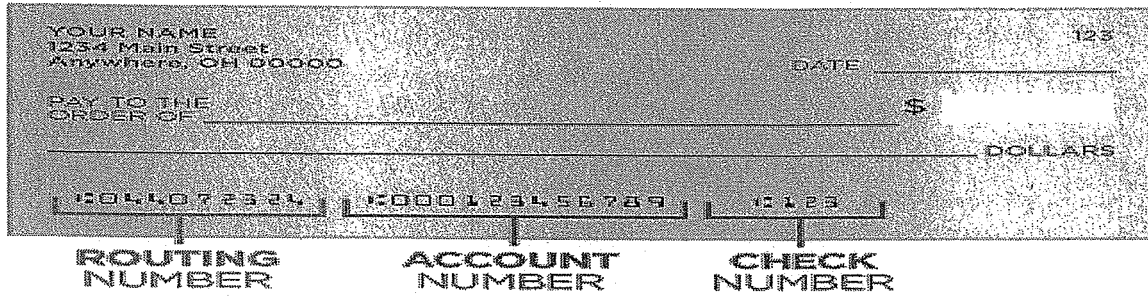
Gil Piaquadio

15C

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Below is a sample check, detailing where the information necessary to complete this form can be found.



COMPETE TO ENROLL/ADD/CHANGE BANK ACCOUNTS				
Type of Account	Bank Routing Number	Bank Account Number	Bank Name	I wish to deposit (check one)
<input type="checkbox"/> checking <input type="checkbox"/> savings				<input type="checkbox"/> Specific dollar Amount <input type="checkbox"/> Remainder of check
<input type="checkbox"/> checking <input type="checkbox"/> savings				<input type="checkbox"/> Specific dollar Amount <input type="checkbox"/> Remainder of check
<input type="checkbox"/> checking <input type="checkbox"/> savings				<input type="checkbox"/> Specific dollar Amount <input type="checkbox"/> Remainder of check

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Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_