

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

**WORKSHOP MEETING AGENDA**  
**Monday, May 16, 2016**  
**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. SCHEDULE PUBLIC HEARING: Rockwood Drive Drainage District
7. DATA PROCESSING:
  - A. Purchase of Hardware
  - B. Expenditure from Computer Reserve
  - C. Purchase of Hours
8. ENGINEERING: Proposal for Professional Services
9. DEPARTMENT OF PUBLIC WORKS:
  - A. Water Demand Management Program – Discussion with NYCDEP
  - B. Infrastructure Mapping Proposal
10. PERSONNEL: Retirement Resolution
11. PLANNING BOARD:
  - A. Purchase of Large Sheet Copier
  - B. Restaurant Depot Stormwater Agreement
12. ZONING TEXT AMENDMENT: Loop/Marketplace
13. ANIMAL CONTROL: T-94 Withdrawal for Veterinary Bills
14. CODE COMPLIANCE: Hiring of Secretary for the Planning Board
15. ASSESSOR: Tax Certiorari Settlement—Central Hudson Gas & Electric
16. WATER TOWER ANTENNA LEASE AMENDMENT: Chill Cellular
17. ADJOURNMENT

James R. Loeb  
Richard J. Drake, *retired*  
Glen L. Heller\*  
Marianna R. Kennedy  
Gary J. Gogerty  
Stephen J. Gaba  
Adam L. Rodd  
Dominic Cordisco  
Timothy P. McElduff, Jr.  
Ralph L. Puglielle, Jr.  
Nicholas A. Pascale

Lisa M. Card  
Alana R. Bartley  
Aaron C. Fitch  
Juliana O'Grady

Jennifer L. Schneider  
Managing Attorney

\*LL.M. in Taxation

April 22, 2016

ATTN: MR. GIL PIAQUADIO  
Town Board of Town of Newburgh  
Town Hall  
1496 Route 300  
Newburgh, New York 12550

Re: Town of Newburgh - Formation of Rockwood Drive Drainage District  
Our File No.: 800-67479

Dear Supervisor Piaquadio and Town Board Members:

Thank you for assigning this matter to my firm. As per the Supervisor's letter of February 9, 2016, I have reviewed the petition, map, plan and report of PJPR Holdings, LLC to form drainage district for the Rockwood Drive subdivision. Kindly accept the follow as our report to the Town Board and recommendation on how to proceed.

**Summary of Applicable Law Regarding  
Formation of Drainage Districts.**

As pertains to drainage districts,<sup>1</sup> under Article 12 of the New York State Town Law the Town Board of any town may establish a drainage district upon receipt of a petition to form the same. The petition must be signed and acknowledged in same manner as a deed by the owners of taxable real property within the proposed district aggregating at least one-half of the assessed valuation of all of the taxable real property of the proposed district. The petition must describe the boundaries of the proposed district in a manner sufficient to identify the lands included therein as in a deed. If the petition requests the construction of improvements for the district, or the ongoing supply of services by the district, it must state the maximum amount to be expended on construction of the improvements and/or the annual amount to be expended on the services.

Every petition for the establishment of a drainage district must be accompanied by a map, plan and report prepared by a licensed engineer. The map must show the boundaries of the proposed district. The plan must set forth a general description of the proposed drainage system. The report should be provided regarding the estimated cost of hook-up fees (if any) and how the cost of the district to property owners was computed. The "map, plan and report" is generally a single document with appendices.

<sup>1</sup>There are varying requirements under the law depending on the type of improvement district to be formed and the nature of the property being included within the improvement district; these are not applicable to this application to form a drainage district and will not be discussed in this letter.

When a petition, map, plan and report are presented to the Town Board for establishment of a drainage district the Town Board should refer them to its consultants to determine whether they are in proper form. If they are in proper form, the Town Board must next adopt an order acknowledging that a petition to form a drainage district has been filed, reciting in general terms the facts regarding the proposed district (i.e., boundaries, improvements proposed, expenditures if any, etc) and scheduling a public hearing on the petition. The Order shall be certified by the Town Clerk, posted on the Town's bulletin board, and published, at least once, in the Town's official newspaper not less than ten (10) days nor more than twenty (20) days prior to the date of the public hearing. Additionally, if reasonably possible, it should be posted on the Town's website.

Prior to publication of the Order, the Town must file with the Town Clerk the aforementioned report explaining in detail how the estimated cost of hook-up fees (if any) to, and the cost of the district to the typical property was computed and, if different, how the cost to the typical one or two family home was computed.

Also, even if there is no municipal borrowing involved in creation of the district (i.e., even if the permission of the State Comptroller is not required for it) a certified copy of the said Order should be filed with the State Comptroller on or about the date it is published in the newspaper.

Formation of drainage districts is an action subject to the New York State Environmental Quality Review Act ("SEQRA"). Therefore, a petition for formation of a drainage district should be accompanied by an Environmental Assessment Form to enable the Town Board to determine lead agency status and begin the SEQRA process. However, if the potential creation of a drainage district was the subject of a coordinated SEQRA review conducted by the Town Planning Board in conjunction with a subdivision or site plan application, then submission of the Planning Board's SEQRA negative declaration or findings statement is sufficient and no further proceedings on SEQRA are necessary.

At the public hearing, the petitioner is to present information in favor of creating the drainage district. The Town Board must give members of the public an opportunity to be heard in favor of or in opposition to creation of the district. After giving a reasonable opportunity to be heard, the public hearing should be closed by a majority vote of the Town Board.

Once the public hearing has been closed, the Town Board must make findings on:

- (1) whether all of the procedural requirements for formation of the proposed district have been met;
- (2) whether all of the property within the proposed district is benefited by the district;
- (3) whether all of the property benefited by the proposed district is within it; and

(4) whether formation of the district is "in the public interest."

If a positive finding is made on all of these issues, then the Town Board must grant the petition. Although Town Law Article 12 does not specifically state that the Town Board may impose reasonable conditions upon grant of a petition to form a district, it is generally accepted that the Town Board has the power to do so. That is, if the Town Board finds that certain conditions must be met in order for the formation of the district to be "in the public interest", then upon confirming that the petitioner will meet those conditions the Town Board can make the said finding and simply add the conditions to the approval resolution.

The Town Board's findings and determination on the petition are made by adopting a resolution. Again, if SEQRA review needs to be conducted, then the Town Board should conclude its SEQRA review by adopting an appropriate resolution prior to adopting its resolution making findings on the merits of the petition.

The creation of the drainage district is completed by the Town Board adopting a final order establishing the district.<sup>2</sup> The Town Clerk must then cause a certified copy of the determination and final order to be recorded with the County Clerk. Lastly, within ten (10) days after the adoption of the determination and final order, the Town Clerk must file a certified copy of each in the office of the New York State Department of Control and Audit in Albany.

Orange County imposes an additional final step of filing a "Special District Resolution Approval" form which must be completed and filed along with the final order.

**The Application of PJPR, LLC For Formation  
of A Drainage District.**

By virtue of a deed dated June 20, 2005, JPJR Holdings, LLC ("JPJR") is the owner of approximately 8.8 acres of real property in the Town of Newburgh located on NYS Route 32 (i.e., North Plank Road), Chestnut Lane and Rockwood drive, which is identified on the Town Tax Map as Section 75, Block 1, Lot 36.2. The property is currently vacant land.

JPJR has obtained approval from the Town Planning Board for a twelve lot subdivision of the property. Under the approval, the land is to be subdivided into twelve lots, with eleven of the lots being developed as building lots and with the twelfth being dedicated to stormwater management. Particularly, the twelfth lot will be the site of a stormwater management pond which will handle the increase stormwater runoff generated by the development of the other eleven lots.

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<sup>2</sup> Additional procedural steps would be required if a municipal borrowing were involved and permission from the State Comptroller were required, but since that is not the case here those steps will not be discussed.

In granting subdivision approval, the Planning Board completed SEQRA review of the development by adopting a Negative Declaration. The Planning Board acted as lead agency in a coordinated review, and a copy of the SEQRA Negative Declaration has been provided by JPJR and is enclosed herewith. Therefore, SEQRA review of the project has been completed and the Town Board does not need to conduct any further SEQRA review in considering the petition for formation of a drainage district.

JPJR's petition seeks to form a drainage district covering all 8.8 acres of its land. The petition is properly executed and includes all of the statutorily required information with the exception of paragraph "8" which leaves blanks as to the assessed valuation of the property and the assessed valuation of all the taxable resident-owned real property within the district. In regard to these blanks, we have conferred with JPJR who informs us that the assessed valuation of the property is \$99,700 and that the assessed valuation of all the taxable resident-owned real property within the district is \$0 (because there is none). We have been authorized to fill in this information in paragraph "8" of the petition, which will complete it.

The petition is accompanied by a map, plan and report (one document) prepared by Hudson Land Design Professional Engineering, P.C. The submitted map adequately depicts the proposed drainage district.

The plan explains that the proposed facilities for the drainage district include creation of the stormwater management pond and driveway culverts and surface swales throughout the subdivision that convey stormwater into the stormwater management pond. From the pond, stormwater is conveyed via a piped connection to an existing catch basin located on the common property line of JPJR and the adjoining lot owned by G&L Realty. Additionally, some of the stormwater will be directed toward an existing culvert on the JPJR property that conveys stormwater runoff across Chestnut Lane to the south.

JPJR proposes to dedicate the stormwater pond lot to the Town and to provide easements for all the drainage culverts, swales and catch basins. Additionally, JPJR proposes to have G&L Realty provide easements to the Town to access and maintain the culvert on the property line into which the stormwater pond drains. Draft copies of these documents have been provided, along with a draft Offer of Dedication and a draft "Declaration of Restriction" advising future owners of the drainage obligations of properties within the proposed district.

The report explains that all improvements will be constructed by JPJR at an estimated cost of \$129,311.25 and dedicated to the Town. So, there will be no cost to properties within the proposed district for these improvements. It goes on to state that estimated annual service costs will be \$5,500 (or \$500 per lot) for maintenance such as seasonal mowing, maintaining the catch basins, pond, swales, etc. This figure is merely a conservative estimate and, of course, any funds necessary would be raised by assessments<sup>3</sup> on properties in the drainage district.

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<sup>3</sup> Funds for the district can be raised only by benefit assessments, not general taxes.

**Recommendation As To How The Town Board Should Proceed.**

All costs of formation of the district are to be paid by the petitioner. I understand that JPJR has deposited \$1,500 with the Town to cover the costs of forming the district.

Before proceeding with the petition, JPJR should submit an offer of dedication for the drainage lot and easements with a fully executed deed, easement and the necessary recording documents. Likewise, an offer of dedication with the easements from G&L and the recording documents should be provided.

As noted above, the petition is acceptable in form and content for the Town Board to schedule the public hearing. So, once the offer of dedication is in hand, the Town Board should adopt the enclosed Order calling a public hearing on the petition. After the Town Board adopts the Order, the Town Clerk should follow the procedure outlined above for publishing and posting the Order scheduling the public hearing and filing a certified copy with the State Comptroller.

At the same time that the Order is adopted, the Town Board should have the Town Engineer review the metes and bounds description in the petition and in the draft deed and offer of dedication tendered with the petition to make certain that it correctly describes the boundaries of the district and the property to be conveyed. His opinion on these matters should be read into the record at the public hearing.

Also prior to the public hearing, if the Town has not already done so, a copy of the Map, Plan and Report should be placed on file with the Town Clerk.

On the public hearing date, the Town Board should read the Order scheduling the public hearing on the petition and then recognize the petitioner's representatives to make whatever presentation that the petitioner feels is appropriate. Following the presentation, the Town Board should open the floor for comments from the public. The Town Board is free to ask any questions or make any comments it wishes at the public hearing. The Town Board should then vote to close the public hearing.

Enclosed please find a draft resolution and Final Order on the petition that I have prepared. Of course, the resolution and Final Order are just a drafts and it may be necessary to change the text depending on what the proof at the public hearing shows and the findings and determinations that the Town Board ultimately decides to make. But these working drafts provide the format for the Town's resolution and Final Order, and the changes, if any, that the Town Board requires can easily be made to them.

ATTN: MR. GIL PIAQUADIO

April 22, 2016

Page 6

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If the Town Board approves creation of the drainage district, the Board will want to impose certain conditions on formation of the district. The district formation should be made conditional upon the Town accepting the offer of dedication and JPJR completing the drainage improvements and posting of maintenance security for three years. Additionally, JPJR should be required to post \$5,500 to fund the district for the first year of operation, with any funds remaining being returned to JPJR at year's end and replaced by the proceeds of the first year's assessment for the drainage district.

After the Town Board has adopted the resolution and Final Order, the Town Clerk should make arrangements to file certified copies with the County Clerk and the office of the New York State Department of Control and Audit in Albany as discussed above.

Lastly, once the district is formed the Town should complete and file the Special District Resolution Approval form with Orange County. A copy of the form is enclosed.

I would be happy to make myself available to attend any meetings the Town Board may wish in order to provide advice on the district formation proceeding, conducting the public hearing and adopting the necessary resolutions and orders. If the Town has any questions please feel free to contact me.

Very truly yours,



STEPHEN J. GABA

SJG/ef/496927

Enclosures

cc: Andrew J. Zarutskie  
James W. Osborne, P.E.

PRESENT:

James Presutti, Councilman

Scott Manley, Councilman

Paul Ruggiero, Councilman

Elizabeth J. Greene, Councilwoman

Gilbert J. Piaquadio., Supervisor

ORDER OF TOWN BOARD  
CALLING PUBLIC HEARING  
IN THE MATTER OF THE  
ESTABLISHMENT OF THE  
JPJR HOLDINGS, LLC SUBDIVISION  
DRAINAGE DISTRICT OF THE TOWN OF  
NEWBURGH, ORANGE COUNTY, NEW YORK  
PURSUANT TO ARTICLE 12 OF THE TOWN  
LAW

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

WHEREAS, a petition has been duly presented to the Town Board, according to law, requesting that the JPJR Holdings, LLC Subdivision Drainage District, as hereinafter described, be established in the Town of Newburgh; and

WHEREAS, the necessary map, plan and report dated June 17, 2014, prepared by Hudson Land Design Professional Engineering, P.C., competent engineers duly licensed by the State of New York showing the facilities involved together with the proposed boundaries of the proposed JPJR Holdings, LLC Subdivision Drainage District was attached to the petition and has heretofore been filed in the office of the Town Clerk of the Town of Newburgh where the same is available during regular office hours for examination by any persons interested in the subject matter thereon; and

WHEREAS, the boundaries of the proposed JPJR Holdings, LLC Subdivision Drainage District are set forth in Schedule "A" annexed hereto and made a part hereof; and

WHEREAS, the improvements proposed consist of a network of driveway culverts and surface swales that convey stormwater to a stormwater management pond where it is conveyed via piped connection to an existing catch basin, as well as an existing culvert that conveys stormwater runoff across Chestnut Lane to the south; and

WHEREAS, no amount is proposed to be expended for the improvements as stated in the petition and no financing of the cost of the District's facilities or services is proposed by the issuance of bonds, notes, certificates or other evidences of indebtedness of the Town nor is it proposed to assume debt service on obligations issued pursuant to Subdivision 12 of Town Law §198, the developer of the Rockwood Drive Subdivision [JPJR Holdings, LLC] proposing to install and dedicate the necessary drainage facilities at no cost to the District or Town; and



WHEREAS, \$5,500.00 is set forth in the petition and the map, plan and report appended to the petition as the maximum amount proposed to be expended annually for the performance or supplying of services for the repair and maintenance of the dedicated stormwater management facilities of the JPJR Holdings, LLC Subdivision Drainage District inclusive of the estimated annual insurance cost to be expended annually for the proposed drainage district and the average annual cost of the District to a typical property is estimated to be \$500, which is the same as the cost to the typical one or two family home; and

WHEREAS, the establishment of the JPJR Holdings, LLC Subdivision Drainage District has been determined to be an "Unlisted Action" for purposes of the State Environmental Quality Review Act and the regulations promulgated thereunder, and the Town of Newburgh Planning Board acting in its capacity as Lead Agency for the Rockwood Drive Subdivision [JPJR Holdings, LLC] has issued a negative declaration for the Action encompassing the establishment of said Drainage District; and

WHEREAS, it is now desired to call a public hearing upon the question of the establishment of said JPJR Holdings, LLC Subdivision Drainage District pursuant to Article 12 of the Town Law.

NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Newburgh, Orange County,

New York, as follows:

Section 1. The Town Board of the Town of Newburgh shall hold a public hearing at the Town Hall at 1496 Route 300, Town of Newburgh, New York on the \_\_\_th day of June, 2016 at 7:00 o'clock, p.m., Prevailing Time in the matter of the establishment of the proposed JPJR Holdings, LLC Subdivision Drainage District as described in the preamble's hereof, and to consider the petition and map, plan and report filed in relation thereto and the improvements therefore and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Town Board as may be required by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of this Order to be published once in The Mid-Hudson Times and The Sentinel, the official newspapers of said Town, the first publication thereof to be not less than ten (10) nor more than twenty (20) days before the day set herein for the hearing as aforesaid, and the Town Clerk shall also cause a copy of this Order to be posted on the signboard of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten (10) nor more than twenty (20) days before the

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

James Presutti, Councilman \_\_\_\_\_ voting \_\_\_\_\_

Scott Manley, Councilman \_\_\_\_\_ voting \_\_\_\_\_

Paul Ruggiero, Councilman \_\_\_\_\_ voting \_\_\_\_\_

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

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

The order was thereupon declared duly adopted.

SJG/ef/497256  
800-67479  
4/14/16

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.

7A+B

Data Processing May 16 Agenda

Purchase of two (2) Buffalo hard drives for a cost of \$ 774.19  
And two (2) WD144 Book Harddrives for a cost of \$ 249.98  
For a total purchase of \$ 1024.17 to be funded from the Computer  
Reserve Fund  
These Hard Drives will be used to back up Servers in Court and Town Hall

Motion to expend \$ 1024.17 from the computer reserve account 001-878



# TOWN OF NEWBURGH

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

## VOUCHER

DEPARTMENT Town Hall

CLAIMANT'S NAME AND ADDRESS  
FLC Equipment + Supplies, Inc  
198 Willow Ave  
Cornwall, NY 12518

TERMS \_\_\_\_\_

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

DO NOT WRITE IN THIS BOX

Date Voucher Received		AMOUNT	VOUCHER NO.
FUND - APPROPRIATION			
001-878	774 19		
TOTAL			

Abstract No. \_\_\_\_\_  
 Vendor's Ref. No. \_\_\_\_\_

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
4/26/16	2	Buffalo Hard Drives	387.095	774.19
TOTAL				774.19

(See Instructions on Reverse Side)

### CLAIMANT'S CERTIFICATION

I, Frederick P Lewis, certify that the above account in the amount of \$ 774.19 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.

4/26/16 DATE      Frederick P Lewis SIGNATURE      President 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

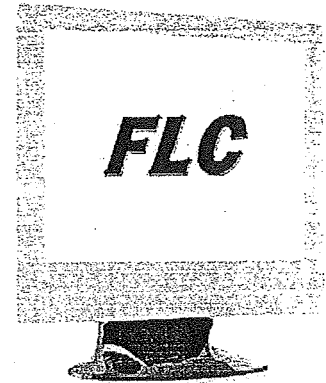
FLC Equipment and Supplies

198 Willow Ave  
 Cornwall, NY 12518-1331  
 845-534-9800 Fax 845-534-4107

# Invoice

Date	Invoice #
4/26/2016	2422

<b>Bill To</b>
Newburgh Town Hall 1496 Route 300 Newburgh, NY 12550



Cust P.O.	P.O. Number	Terms	Estimate
	2008	Per M/A terms	

Description	Quantity	Price Each	Amount
BUFFALO TeraStation 1200 2-Drive 4 TB Desktop NAS - 2 x 2 TB HDD - File Sharing - WebAccess - Hot Swap Hard Drives - Backup Software - Gigabit Ethernet - USB Accessory Port 2X2TB SATA RAID 0/1 GBE (3 Year Warranty)	2	387.095	774.19

Thank you for your business!	<b>Total</b>	\$774.19
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$774.19

NOTE: There will be a \$20 charge for any check returned by the bank. Finance Charges will accrue at a rate of 2% per month after 20 days from the date of the invoice with a minimum charge of \$1.00 per month.



# TOWN OF NEWBURGH

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

Order No.

DO NOT WRITE IN THIS BOX

## VOUCHER

DEPARTMENT Town Hall

CLAIMANT'S NAME AND ADDRESS  
FLE Equipment + Supplies, Inc  
198 Willow Ave  
Cornwall, NY 12518

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
001-1680.049.7	731.25	
001-828	249 98	
TOTAL		
Abstract No.		

Vendor's Ref. No.

TERMS

Dates	Quantity	Description of Materials or Services	Unit Price		Amount	
4/22/16	1	Altaro VM Backup License	731	25	731	25
	2	WD 14 B00K 2TB USB Hard Drive	124	99	<del>124</del>	<del>99</del>
					249	98
TOTAL						1231 21
TOTAL						<del>981</del> 23

(See Instructions on Reverse Side)

### CLAIMANT'S CERTIFICATION

I, Frederick P Lewis, certify that the above account in the amount of \$ 1231.21 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.

4/26/16  
DATE

Frederick P Lewis President  
SIGNATURE 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

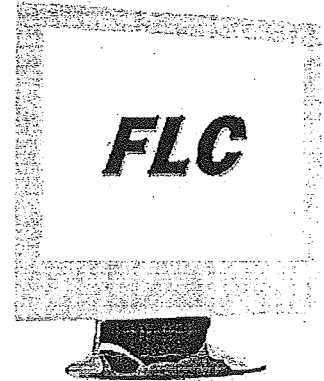
FLC Equipment and Supplies

198 Willow Ave  
 Cornwall, NY 12518-1331  
 845-534-9800 Fax 845-534-4107

# Invoice

Date	Invoice #
4/22/2016	2421

Bill To
Newburgh Town Hall 1496 Route 300 Newburgh, NY 12550



Cust P.O.	P.O. Number	Terms	Estimate
	2002, 2003	Per M/A terms	

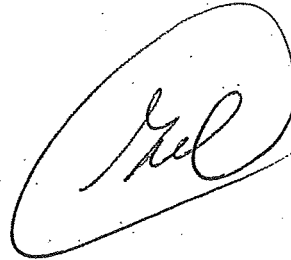
Description	Quantity	Price Each	Amount
New License - Altaro VM Backup for Mixed Environments (Hyper-V and VMware) - Unlimited Edition including 1 year of SMA	1	731.25	731.25
WD My Book 2TB USB 3.0/USB 2.0 3.5" External Hard Drive	2	124.99	249.98

Thank you for your business!	<b>Total</b>	\$981.23
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$981.23

NOTE: There will be a \$20 charge for any check returned by the bank.  
 Finance Charges will accrue at a rate of 2% per month after 20 days from the date of the invoice with a minimum charge of \$1.00 per month.

7C

C Purchase 36.36 hours at \$ 82.50 per hour for a total of \$ 3000.00 for computer maintenance from Firthcliffe Technologies of Cornwall New York from the computer maintenance account 001.1680.0497

A handwritten signature, possibly "Mel", is enclosed within a hand-drawn oval.

# TOWN OF NEWBURGH

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

## VOUCHER

DEPARTMENT Town Hall

CLAIMANT'S NAME AND ADDRESS  
Firthcliffe Technologies, Inc  
198 Willow Ave  
Cornwall, NY 12518

TERMS \_\_\_\_\_

Order No. 112

DO NOT WRITE IN THIS BOX

Date Voucher Received		FUND - APPROPRIATION	AMOUNT		VOUCHER NO.
		TOTAL			
Abstract No.					

Vendor's Ref. No. \_\_\_\_\_

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
5/10/16	1	Maintenance Agreement	3000.00	3000.00
			TOTAL	3000.00

(See Instructions on Reverse Side)

### CLAIMANT'S CERTIFICATION

I, Stacey Lyle, certify that the above account in the amount of \$ 3000.00 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.

5/10/16 DATE      Stacey Lyle SIGNATURE      VICE President 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 \_\_\_\_\_

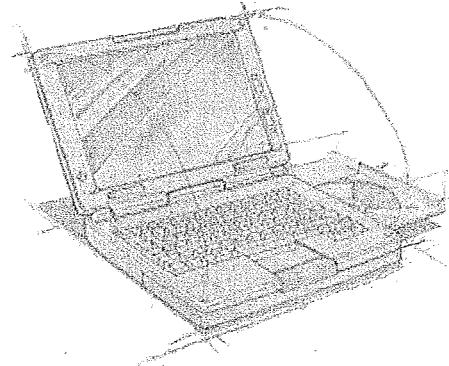
**Firthcliffe Technologies, Inc.**

198 Willow Ave  
 Cornwall, NY 12518  
 PH: 845-534-9800

**Estimate**

Date	Estimate No.
5/10/2016	187

Name / Address
Town of Newburgh 1496 Route 300 Newburgh, NY 12550



Vendor Quote #(s)			
Description	Qty	Unit Cost	Total
Maintenance Agreement -- Purchase of Block of 36.36 Hours for Computer Repair	1	3,000.00	3,000.00
Thank you for your business!		<b>Total</b>	\$3,000.00

Signature/Date

Any Items with Zeros "0" in the "Qty" column are optional. The prices in the "Unit Cost" column are upgrade prices that are in addition to the original quoted items.

\_\_\_\_\_

Firthcliffe Technologies, Inc.

198 Willow Ave  
Cornwall, NY 12518  
PH: 845-534-9800

# Invoice

Date	Invoice #
5/10/2016	9761

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	Maintenance Agreement	3,000.00	3,000.00
0	-- Purchase of Block of 36.36 Hours for Computer Repair		0.00
Thank you for your business!		<b>Total</b>	\$3,000.00



Firthcliffe Technologies, Inc.

198 Willow Ave  
 Cornwall, NY 12518  
 PH: 845-534-9800

# Statement

Date
5/9/2016

To:
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

		Amount Due	Amount Enc.		
		-910.06			
Date	Transaction	Amount	Balance		
01/11/2016	Balance forward		-986.32		
01/21/2016	INV #9126. JMF1/15/16 Remote Administration (Paul)	82.50	-903.82		
01/21/2016	INV #9129. JMF1/20/16 Remote Administration (Paul)	41.25	-862.57		
01/25/2016	INV #9137. 1/20/16 Service Call - Assessor (Jose)	82.50	-780.07		
02/01/2016	INV #9176. 1/28/16 Remote Administration (Bob)	41.25	-738.82		
02/01/2016	INV #9178. 1/29/16 Service Call (Bob)	61.88	-676.94		
02/01/2016	INV #9186. 1/29/16 Service Call - Assessors (Jose)	41.25	-635.69		
02/01/2016	INV #9187. 1/26/16 Remote Administration (Jose)	41.25	-594.44		
02/02/2016	INV #9192. JMF 2/1/16 Remote Administration (Jose)	42.50	-551.94		
02/04/2016	INV #9207. 2/2/16 Service Call - Server (Bob)	41.25	-510.69		
02/04/2016	INV #9210. 2/3/16 Remote Administration (Jose)	165.00	-345.69		
02/04/2016	INV #9215. 2/4/16 Service Call - Fleet Maintenance (Bob)	41.25	-304.44		
02/08/2016	INV #9224. JMF Labor in Shop- Fleet Maintenance	95.00	-209.44		
02/09/2016	INV #9233. JMF 2/8/16 Remote Administration (Paul)	82.50	-126.94		
02/09/2016	INV #9235. 2/8/16 Remote Administration (Jose)	41.25	-85.69		
02/11/2016	INV #9247. 2/9/16 Remote Administration (Paul)	82.50	-3.19		
02/18/2016	INV #9267. JMF 2/17/16 Remote Administration (Jose)	82.50	79.31		
02/18/2016	INV #9268. JMF 2/17/16 Remote Administration (Paul)	41.25	120.56		
02/19/2016	INV #9274. 2/5/16 Service Call - Animal Control (Paul)	82.50	203.06		
02/19/2016	INV #9275. 2/5/16 Service Call - Highway (Bob)	412.50	615.56		
02/19/2016	INV #9292. 2/18/16 Remote Administration (Bob)	41.25	656.81		
02/22/2016	INV #9305. 2/19/16 Remote Administration (Jose)	41.25	698.06		
02/23/2016	INV #9312. 2/23/16 Remote Administration (Jose)	41.25	739.31		
02/26/2016	PMT #71070. Inv# 9108 ck 2/24/16	-3,000.00	-2,260.69		
03/07/2016	INV #9401. JMF 2/19/16 Remote Administration (Paul)	41.25	-2,219.44		
03/07/2016	INV #9402. JMF 2/25/16 Remote Administration (Paul)	41.25	-2,178.19		
03/08/2016	INV #9409. 3/4/16 Remote Administration (Paul)	41.25	-2,136.94		
03/09/2016	INV #9425. 2/25/16 Remote Administration - Animal Control (Paul)	82.50	-2,054.44		
03/22/2016	INV #9483. 3/21/16 Remote Administration - Animal Control (Bob)	123.75	-1,930.69		
03/22/2016	INV #9492. 3/14/16 Remote Administration (Paul)	41.25	-1,889.44		
03/31/2016	INV #9544. 3/31/16 Service Call - Sewer Plant (Bob)	165.00	-1,724.44		
04/06/2016	INV #9571. 4/1/16 Remote Administration (Paul)	61.88	-1,662.56		
04/07/2016	INV #9575. 4/6/16 Remote Administration (Paul)	41.25	-1,621.31		
04/13/2016	INV #9614. 4/12/16 Remote Administration (Bob)	41.25	-1,580.06		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
-910.06	0.00	0.00	0.00	0.00	-910.06



Firtheliffe Technologies, Inc.

198 Willow Ave  
 Cornwall, NY 12518  
 PH: 845-534-9800

# Statement

Date
5/9/2016

To:
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

Amount Due	Amount Enc.
-\$910.06	

Date	Transaction	Amount	Balance		
04/20/2016	INV #9655. 4/18/16 Service Call (Paul)	41.25	-1,538.81		
04/25/2016	INV #9667. JMF Priority In Shop (Bob)- Court & Town Hall	92.50	-1,446.31		
04/29/2016	INV #9704. 4/25/16 Service Call - Court (Bob)	82.50	-1,363.81		
04/29/2016	INV #9705. 4/25/16 Service Call - Tax Receiver (Bob)	82.50	-1,281.31		
04/29/2016	INV #9710. 4/25/16 Remote Administration (Paul)	82.50	-1,198.81		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
-910.06	0.00	0.00	0.00	0.00	-\$910.06





Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

12 Metro Park Road  
Suite 104  
Albany, NY 12205  
T: 518.459.3252  
F: 518.459.3284  
www.maserconsulting.com

May 11, 2016

VIA E-MAIL

James Osborne  
Town of Newburgh Engineer  
1496 Route 300  
Newburgh, NY 12550

Re: Proposal for Professional Services  
Route 300  
Tax Map ID 14-1-35  
Newburgh, Orange County, New York  
MC Proposal No. 16001298P

Dear Mr. Osborne:

Maser Consulting P.A. is pleased to submit this proposal this proposal for surveying services for the property identified on the Town of Newburgh Tax Map number 14-1-35 located along Route 300 in the town of Newburgh, New York.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed.

**SECTION I – SCOPE OF SERVICES**

Based on our conversations and information noted above, we propose to complete the following:

**SURVEY**

**PHASE 1.0 BOUNDARY SURVEY**

Maser Consulting will perform document research to identify the location of record lines of ownership for the subject and abutting parcels. Maser Consulting will perform reconnaissance to identify physical features or markings on the ground to reconcile record descriptions and existing conditions. A survey crew will locate pertinent features identified during reconnaissance, as well as the parcel's physical features to be mapped. After Maser Consulting processes the data, we



will make a boundary determination to be presented on a certified plat. Maser Consulting will also create a proposed written description for the entire 10.5 acres± parcel.

**Phase 1.0 Lump Sum Fee** **\$ 4,500.00**

**PHASE 2.0 Subdivision**

In addition to performing a boundary survey of the above described parcel, Maser Consulting will prepare a subdivision map of a “house parcel” and lands to remain Town of Newburgh. Maser Consulting will also create proposed written descriptions for the two above described parcels.

**Phase 2.0 Lump Sum Fee** **\$ 1,200.00**

**EXCLUSIONS AND UNDERSTANDINGS**

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

- Services not specifically outlined above in Section I;
- Setting of missing corners;

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



---

## Overview

- DEP is working to achieve a 5% reduction in consumption by 2019 as part of its Water for the Future Program and long term sustainability goals. DEP also wants to assist its wholesale customers with water conservation and demand management. We are offering the largest volume users technical assistance, and possible implementation funds. The program consists of two phases:

Phase 1: Customer develops a water demand management plan with the assistance of a water demand management consultant, Water DM. **Timeframe: 2015**

Phase 2: Application of earmarked funds for implementation of demand management measures identified in the demand management plan developed in Phase 1. **Timeframe: 2015-2017**

## Proposed Goal

- An overall 5% reduction in consumption by FY 2019 from the FY 2013 baseline in addition to 1.5% projected annual passive decline
- Longer term goals will be discussed with each customer during the planning process. Measures proposed for implementation should provide sustained and additional reductions over time.

## Program Details

- The Water Board hired the consulting firm Water DM which is currently available to work with the 10 largest upstate customers in developing demand management plans.
- Water DM's costs shall be borne by The Water Board.
- For a 5% reduction in consumption, this would total approximately \$3.01 of funds per mgd conserved, which is comparable to in-City demand management costs, seeking as many revenue neutral measures as possible.

## Next Steps

- Sign onto an assistance agreement with the Water Board
- Meet with DEP and Water DM staff to start developing your plan
- Begin negotiations on an intergovernmental agreement for implementation funds



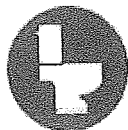
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## Plan Outline

- 1) Introduction
- 2) Acceptance Letter
  - a) Can be used to promote buy-in by municipal officials, press releases
- 3) Water System Profile and Characterization
  - a) Overall usages
  - b) Customer class breakdown
  - c) Metering details
- 4) Water Conservation Goal
- 5) Evaluation and Proposal of Water Conservation Measures
  - a) Cost/Benefit analysis
- 6) Implementation Plan
  - a) Schedule and budget details to be incorporated into intergovernmental agreement
- 7) Conclusion
  - a) Summary of baseline use and proposed reduction(s)

## System Facts

- Over the past decade (2001-2013), In-City demand has dropped 17%, while in the same time frame upstate demand dropped 12%.
- NYC Non-Revenue water is 17%, of this 8% is attributed to real losses.
- Upstate wholesale customers account for approximately 10% of the System's demand
- The top ten customers comprise approximately 86% of DEP's upstate demand
- NYC demand management efforts focus on five core strategies:
  - ✓ Municipal Water Efficiency Program
  - ✓ Residential Water Efficiency Program
  - ✓ Non-Residential Water Efficiency Program
  - ✓ Water Distribution System Optimization
  - ✓ Water Supply Shortage Management





Office of the New York State Comptroller  
 New York State and Local Retirement System  
 Employees' Retirement System  
 Police and Fire Retirement System  
 110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A  
 (Rev. 3/14)

BE IT RESOLVED, that the Town of Newburgh / 03448 hereby establishes the following standard work days for these titles and (Name of Employer) (Location Code)

will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No-If Yes, do not complete the last two columns)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
<b>Elected Officials</b>									
Councilman	6	James Resulti	4249	43541531	<input type="checkbox"/>	1/11/16 - 12/31/17	NO	30:00	<input type="checkbox"/>
Town Clerk	6	Andrew Zantuska	6078	11826351	<input checked="" type="checkbox"/>	1/11/16 - 12/31/17	NO	40:00	<input type="checkbox"/>
Town Justice	6	Richard Clarindo	0068	3188551	<input type="checkbox"/>	1/11/16 - 12/31/17	NO	30:00	<input type="checkbox"/>
<b>Appointed Officials</b>									
					<input type="checkbox"/>				<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>

**SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE**

I, \_\_\_\_\_, secretary/clerk of the governing board of the \_\_\_\_\_ of the State of New York, (Name of secretary or clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

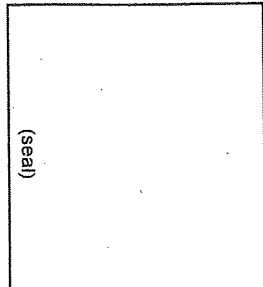
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Signature of the secretary or clerk) (Name of Employer)

**Affidavit of Posting:** I, \_\_\_\_\_, being duly sworn, deposes and says that the posting of the Resolution began on \_\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the \_\_\_\_\_ (Date) (Name of secretary or clerk)

Employer's website at Town of Newburgh, NY (Date) Town Hall

Official sign board at \_\_\_\_\_

Main entrance secretary or clerk's office at \_\_\_\_\_





Office of the New York State Comptroller  
 New York State and Local Retirement System  
 Employees' Retirement System  
 Police and Fire Retirement System  
 110 State Street, Albany, New York 12244-0001

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A  
 (Rev. 8/15)

BE IT RESOLVED, that the Town of Newburgh 103448 hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement System based on their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy - mm/dd/yy)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
<b>Elected Officials</b>								
Supervisor	6	Gilbert Pasquale	8664	37526241	<input type="checkbox"/>	1/1/16 - 12/31/17	40.00	<input type="checkbox"/>
<b>Appointed Officials</b>								
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>

**SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE**

I, \_\_\_\_\_, secretary/clerk of the governing board of the \_\_\_\_\_ of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Signature of the secretary or clerk) \_\_\_\_\_ (Name of Employer)

Affidavit of Posting: I, \_\_\_\_\_, being duly sworn, deposes and says that the posting of the Resolution began on \_\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the \_\_\_\_\_

Resolution began on \_\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the \_\_\_\_\_

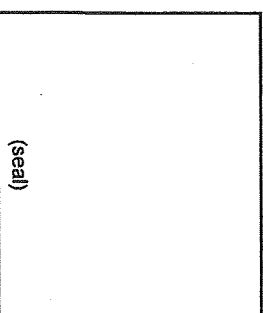
(Date) \_\_\_\_\_ (Name of secretary or clerk)

Employer's website at TownofNewburgh.org

Official sign board at Town Hall

Main entrance secretary or clerk's office at \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ (for additional rows, attach a RS2417-B form).



11A

# TOWN OF NEWBURGH

*Crossroads of the Northeast*

---

OLD TOWN HALL  
308 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

To: Supervisor Piaquadio

May 10, 2016

Board Members

From: Gerald Canfield *GC*

Code Compliance Supervisor

Re: Replacement Large Copier

Attached please find a price quote I have received to replace our outdated Ricoh FW 760 copier which we purchased in 1999. The current machine is in a state of disrepair due to the unavailability of parts. Included in the price quote is a cost comparison of the annual cost to operate the old versus the new. Please review this request to purchase at your earliest convenience.



TOSHIBA BUSINESS SOLUTIONS  
230 NORTH PLANK ROAD, NEWBURGH, NY 12550  
PHONE: 845-562-2468  
FAX: 845-562-2707  
[WWW.COPIERS.TOSHIBA.COM/TBS](http://WWW.COPIERS.TOSHIBA.COM/TBS)

**May 3, 2016**

Mr. Jerry Canfield  
Town of Newburgh Code Compliance  
308 Gardnertown Road  
Newburgh, NY 12550

Dear Mr. Canfield,

Thank you for your continued trust and confidence in Toshiba Business Solutions-NY to provide the finest in office equipment products and service for you. Based on our conversation, I am recommending a KIP 700 wide format laser copier, printer and scanner. Designed for fine copy quality, high reliability and low operating costs, along with the standard with the capability to act as scanner and printer, the KIP 700 will fulfill all of your large format document demands now, and in the future.

The following is the product, acquisition and support information you requested. If you have any questions please don't hesitate to contact me at 845/913-7325. Thanks for your time and I look forward to hearing from you.

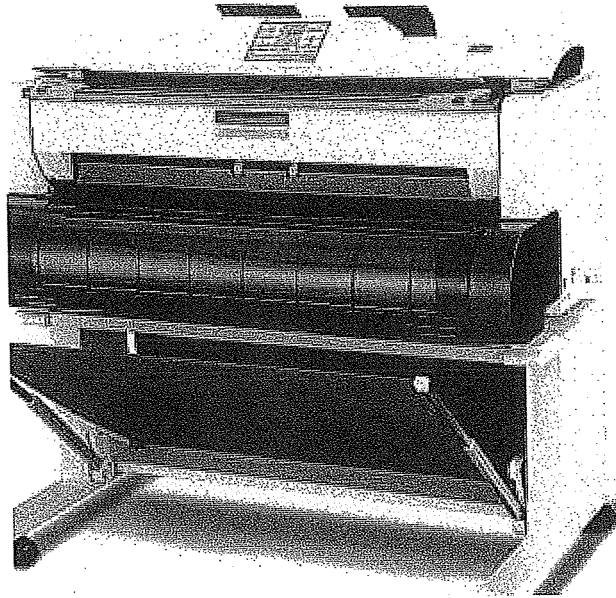
Sincerely,

Karl Robisch  
Account Executive



# PROPOSED SYSTEM CONFIGURATION/FEATURES

## KIP 700 Wide Format Copy/Print/Scan System



- ✓ Copy/Print/Scan system
- ✓ Output Speed: 3 'D' size (24"x 36") Pages per Minute
- ✓ Integrated Color Touch Screen Display
- ✓ Up to 600 x 600 dpi Copy / Print
- ✓ Up to 600 x 600 Scan Resolution
- ✓ Network Print & Scanning (Black)
- ✓ PDF Format Printing
- ✓ 1-36" wide x roll 500 feet
- ✓ Automatic Paper Loading
- ✓ Print and Scan to USB Port
- ✓ Onscreen Image Preview
- ✓ Low Cost of operation-no Toner to buy

## ACCOUNT OVERVIEW

- **Current Copier:** Ricoh FW760
- **Installation:** 2/99
- **Current Maintenance Contract:** \$907.81/annually (2015-2016)
- **Includes:** Parts and Service (Toner not Included)
- **Toner Cost:** \$157.00/Bottle
- **Per Square Foot Charge:** \$.15563
- **Annual Usage:** 712 square feet
- **Total Cost w/Usage:** \$1,008.54
- **Maintenance Renewal:** 5/16
- **New Maintenance Contract:** \$998.59/annually (2016-2017)
- **Per Square Foot Charge:** \$.1712

# Toshiba Business Solutions

## Purchase

**KIP 700 Copy/Print/Scan**  
**(Off lease unit with approximately 1,450 square feet on meter)**

**Your Cost**  
**\$3,500.00**

## Recommended Option:

**Toshiba Network Integration**

**\$495.00**

## Includes:

- Set up and delivery
- In house training

## Total Quality Service

### Program Details:

- **\$372.60 Annually**
- ALL MAINTENANCE AND REPAIRS (Including Drum)
- **ALL SUPPLIES** (Except Paper)
- Up to 450 Square Feet per Month (75 "D" Size -24" X 36")
- Overage billed quarterly at \$0.069 per square foot

### Miscellaneous Notes:

- There would a shipping charge for supplies.
- Total Quality Service is subject to an annual escalation of up to 5%.

11 B

# BLUSTEIN, SHAPIRO, RICH & BARONE, LLP

ATTORNEYS AT LAW

BURT J. BLUSTEIN  
MICHAEL S. BLUSTEIN  
RICHARD J. SHAPIRO ♦  
GARDINER S. BARONE  
RITA G. RICH  
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DIANA PUGLISI  
JEANINE GARRITANO WADESON  
BRIAN M. NEWMAN<sup>NY</sup>  
MEGAN R. CONROY  
ARTHUR SHAPIRO  
OF COUNSEL  
JUSTICE DAVID S. RITTER  
Appellate Division (Ret.)  
OF COUNSEL  
CHARLES A. JUDELSON  
1942-2014

ALSO ADMITTED IN PA\*  
ALSO ADMITTED IN NJ\*  
MASTER OF LAWS IN TAXATION†

VIA UPS OVERNIGHT MAIL

May 6, 2016

Mark Taylor, Esq.  
Rider, Weiner & Frankel, PC  
655 Little Britain Road  
New Windsor, NY 12553

Re: Restaurant Depot/Town of Newburgh  
Stormwater Management Agreement

Dear Mark:

Enclosed please find the following executed by my client:

1. Three copies of Stormwater Management Agreement with Member Consent attached as Exhibit "A" as requested by the Orange County Clerk;
2. Three copies of TP-584;
3. Check payable to Orange County Clerk in the amount of \$126.00 for filing fee.

Please send me a copy of the fully executed documents and let me know when the Agreement has been delivered to the Clerk for recording. Thanks.

Very truly yours,

BLUSTEIN, SHAPIRO, RICH & BARONE, LLP



JAY R. MYROW

Encl.  
cc: Client

16-0547

**TOWN OF NEWBURGH**  
**Stormwater Control Facility Maintenance Agreement**

SBL 95-1-8  
Town of Newburgh

THIS AGREEMENT is made this \_\_\_ day of April, 2016 by and between the TOWN OF NEWBURGH, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and JMDH REAL ESTATE OF NEWBURGH, LLC, a New York limited liability company having an address at 15-24 132<sup>nd</sup> Street, College Point, New York 11356 (the "Facility Owner").

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

WHEREAS, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 9.44 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

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

NOW, THEREFORE, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as Jetro Cash & Carry Enterprises, Inc., f/k/a Route 300 Newburgh Partners, LLC [Restaurant Depot], Project No. 2015-33 on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

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

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

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

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

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

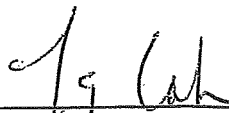
10. This agreement is effective April \_\_\_\_, 2016.

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

**TOWN OF NEWBURGH**

**JMDH REAL ESTATE OF NEWBURGH, LLC**

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

By:  \_\_\_\_\_  
By: Larry Cohen, Authorized Signatory

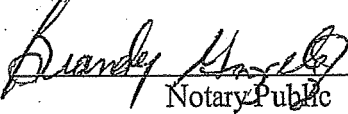
STATE OF NEW YORK:)  
                                  ) SS.  
COUNTY OF ORANGE:)

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

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

STATE OF NEW YORK:)  
                                  ) SS.  
COUNTY OF ~~ORANGE~~ <sup>QUEENS</sup> :

On the <sup>28<sup>th</sup></sup> day of April, in the year 2016 before me, the undersigned, personally appeared LARRY COHEN 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

BRANDY GONZALEZ  
Notary Public - State of New York  
No. 01GO6257818  
Qualified in Queens County  
My Commission Expires 3/19/20

**SCHEDULE "A"**



**SCHEDULE A**  
**Legal Description**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Newburgh, Orange County, New York, lying on the northeasterly side of New York State Route 17K and being more accurately bounded and described as follows:

BEGINNING in the northeasterly line of New York State Route 17K at a concrete highway monument set in the easterly line of the New York State Thruway, thence from the above located point of beginning, along the Thruway on the following seven (7) courses and distances:

1. North 21 degrees 24 minutes 00 seconds East 553.45 feet to a concrete monument;
2. North 35 degrees 33 minutes 50 seconds East 683.37 feet to a concrete highway monument;
3. North 52 degrees 52 minutes 20 seconds East 138.76 feet to a concrete monument;
4. South 85 degrees 23 minutes 20 seconds East 125.72 feet to a concrete monument;
5. South 67 degrees 22 minutes 40 seconds East 323.03 feet to a concrete monument;
6. South 72 degrees 19 minutes 40 seconds East 76.45 feet to a concrete monument;
7. South 72 degrees 19 minutes 40 seconds East 78.42 feet to a point;

THENCE along lands now or formerly of Louis & Jane Breitenbach on the following two (2) courses and distances:

1. South 26 degrees 02 minutes West along the southerly side of a wood road, 643.82 feet to a point;
2. South 57 degrees 17 minutes East 850.09 feet to a point in the northwesterly line of Union Avenue;

THENCE along the northwesterly line of Union Avenue, South 26 degrees 39 minutes West 108.62 feet to a concrete monument;

THENCE along the line of lands School District No. 11, on the following two (2) courses and distances:

1. North 63 degrees 12 minutes West 987.33 feet to a concrete monument;
2. South 26 degrees 34 minutes 50 seconds West 279.41 feet to a concrete monument;

THENCE along lands now or formerly of Grassi and Yazzo, North 65 degrees 10 minutes 10 seconds West 172.90 feet to a point;

**SCHEDULE A**  
**Legal Description**  
*(continued)*

THENCE South 22 degrees 29 minutes 00 minutes West 299.93 feet to a point in the northeasterly line of New York State Route 17K;

THENCE along the northeasterly line of New York State Route 17K on the following several courses and distances: North 64 degrees 14 minutes 20 seconds West 2.27 feet to a monument;

THENCE North 65 degrees 13 minutes 40 seconds West 303.35 feet to a concrete monument;

THENCE along lands formerly of R. Lindsay on the following three (3) courses and distances:

1. North 24 degrees 46 minutes 20 seconds East 100.00 feet to a point;
2. North 65 degrees 13 minutes 40 seconds West 100.00 feet to a point;
3. South 24 degrees 46 minutes 20 seconds West 106.73 feet to a point; thence along the northeasterly line of Route 17K,

THENCE along the northeasterly line of Route 17K, North 69 degrees 04 minutes 10 seconds West 17.45 feet to the point or place of BEGINNING.

CONTAINING 22.384 acres of land more or less.

**EXCEPTING AND RESERVING THEREFROM:**

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

BEGINNING at the intersection of the northerly side of New York State Route 17K with the easterly side of Interstate Route 87 (a/k/a New York State Thruway);

THENCE from said point or place of beginning the following two (2) courses and distances along the easterly right of way line of Interstate Route 87:

1. North 21 degrees 24 minutes 00 seconds East a distance of 553.45 feet to a monument found;
2. North 35 degrees 33 minutes 50 seconds East a distance of 278.00 feet;

THENCE the following three (3) courses and distances along the lands reputedly of Fusco:

1. South 61 degrees 26 minutes 00 seconds East a distance of 580.89 feet;

**SCHEDULE A**  
**Legal Description**  
*(continued)*

2. South 26 degrees 34 minutes 50 seconds West a distance of 39.91 feet;
3. South 57 degrees 17 minutes 00 seconds East a distance of 993.09 feet;

THENCE along the westerly side of Union Avenue (a/k/a New York State Route 300), South 26 degrees 39 minutes 00 seconds West a distance of 58.34 feet;

THENCE the following two (2) courses and distances along the lands reputedly of Norstar Bank:

1. North 63 degrees 12 minutes 00 seconds West a distance of 987.33 feet;
2. South 26 degrees 34 minutes 50 seconds West a distance of 279.41 feet;

THENCE the following two (2) courses and distances along the lands reputedly of Hajny:

1. North 65 degrees 10 minutes 10 seconds West a distance of 172.90 feet;
2. South 22 degrees 29 minutes 00 seconds West a distance of 299.93 feet;

THENCE the following three (3) courses and distances along the northerly side of said New York State Route 17K:

1. North 64 degrees 14 minutes 20 seconds West a distance of 2.27 feet;
2. North 65 degrees 13 minutes 40 seconds West a distance of 303.35 feet;
3. North 69 degrees 04 minutes 10 seconds West a distance of 117.67 feet to the point or place of BEGINNING, as surveyed by Howard W. Weeden, P.L.S., Walden, New York, on April 30, 2002 and containing 12.396 acres of land more or less.

**FURTHER EXCEPTING AND RESERVING** all lands appropriated by the State of New York for highway purposes described as follows:

All that piece or parcel of property hereinafter designated as Parcel No. 675, being a portion of Section 95, Block 1, Lot 8 as shown on the Official Tax Map, revised 2001 situate in the Town of Newburgh, County of Orange, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the southeasterly boundary of the existing New York State Thruway, Catskill Section-subdivision 5, said point being 126.0 +/- meters distant southerly, measured at right angles, from Station 2+028.3

**SCHEDULE A**  
**Legal Description**  
*(continued)*

AND NOW BEING more particularly bounded and described by that certain ALTA/ACSM Land Title Survey, prepared by Mercurio-Norton-Tarolli-Marshall Land Surveying-Engineering, P.C., dated October 22, 2015, as last revised October 26, 2015, Project No: 3960:

ALL THAT LAND, situate in the Town of Newburgh, County of Orange, State of New York, bound and described as follows:

BEGINNING at a set mag-nail in pavement, at the southeast corner of lands of Gills Properties NY, Inc., Deed Reference Liber 12955, Page 470, being lot 1 of filed map number 4763, and being in the westerly bounds of New York State Route 300, State Highway Number 9391, as shown on a map entitled "Union Avenue-Route 17K Connection, Map #11", Parcel #11, and described in Liber 2380, Page 223, and Liber 2412, Page 269;

THENCE along said road bounds, South Twenty Degrees, Twenty-Nine Minutes, Seven Seconds West, Forty-Nine and Thirty-Three Hundredths Feet (S 20°29'07" W 49.33'), to a set 5/8" iron rod with a plastic i.d. cap, being North Forteen Degrees, Twelve Minutes, Thirty Seconds East, Fifty-Eight and Fifty-Four Hundredths Feet (N 14°12'30" E 58.54') from a found highway monument;

THENCE leaving said highway, and along the lands of Wabno Hospitalities, Inc., Deed Reference Liber 6019, Page 280, the following courses and distances:

- 1) North Sixty-Eight Degrees, Two Minutes, Twenty-One Seconds West, Nine Hundred Ninety-Four and Forty-Six Hundredths Feet (N 68°02'21" W 994.46') to a set 5/8" iron rod with a plastic i.d. cap near the edge of a paved access road;
- 2) Crossing said road, North Fifteen Degrees, Forty-Nine Minutes, Twenty-Nine Seconds East, Thirty-Nine and Ninety-One Hundredths Feet (N 15°49'29" E 39.91') to a set 5/8" iron rod with a plastic i.d. cap in a stonewall, and
- 3) North Seventy-Two Degrees, Eleven Minutes, Twenty-One Seconds West, Five Hundred Eighty and Eighty-Nine Hundredths Feet (N 72°11'21" W 580.89'), running along or near the center of a stonewall for portions of the way, to a set 5/8" iron rod with a plastic i.d. cap, being North Twenty-Five Degrees, Thirty-Four Minutes, Forty-Two Seconds East, Two Hundred Seventy-Eight and Zero Hundredths Feet (N 25°34'42" E 278.00') from a found concrete monument;

THENCE along the southeast bounds of the New York State Thruway, Catskill Section Subdivision 5, Map No. 675, Parcel No. 675, Deed Reference Liber 11389, Page 1201, the following courses and distances:

- 4) North Twenty-Five Degrees, Thirty-Four Minutes, Forty-Two Seconds East, Thirty-Seven and Twenty-One Hundredths Feet (N 25°34'42" E 37.21'),
- 5) North Twenty-Five Degrees, Thirty-Four Minutes, Forty-Two Seconds East, One Hundred Eighty-Five and Seventy-Eight Hundredths Feet (N 25°34'42" E 185.78'),
- 6) North Forty-Nine Degrees, Thirty-Seven Minutes, Twelve Seconds East, One Hundred Forty-Nine and Ninety-Seven Hundredths Feet (N 49°37'12" E 149.97'),

**SCHEDULE A**  
**Legal Description**  
*(continued)*

- 7) North Sixty Degrees, Fifty-Eight Minutes, Fifty-Seven Seconds East, One Hundred Forty-Nine and Twelve Hundredths Feet (N 60°58'57" E 149.12'),
- 8) North Seventy-Four Degrees, Thirty-Four Minutes, Thirty-Six Seconds East, One Hundred Forty-Nine and Twelve Hundredths Feet (N 74°34'36" E 149.12'),
- 9) North Eighty-Three Degrees, Thirty-Five Minutes, Forty-Nine Seconds East, One Hundred Seventy-Four and Eighty Hundredths Feet (N 83°35'49" E 174.80'),
- 10) South Seventy-Seven Degrees, Forty-Two Minutes, Fifty-Seven Seconds East, Fifty-Five and Forty-Five Hundredths Feet (S 77°42'57" E 55.45'), and
- 11) South Eighty-Two Degrees, Twenty-Six Minutes, Thirty-One Seconds East, One Hundred Fifty-Five and Seven Hundredths Feet (S 82°26'31" E 155.07') to a found 5/8" iron rod, 4" above grade being North Eighty-Three Degrees, Three Minutes, Twenty Seconds West, Forty-Seven and Fifty-Nine Hundredths Feet (N 83°03'20" W 47.59') from a found concrete monument, 8" above grade;

THENCE along the lands of Ratan Newburgh LLC, Deed Reference Liber 12657, Page 1447, South Fourteen Degrees, Fifty-Five Minutes, Twenty-Four Seconds West, Two Hundred Eighty-Six and Forty-Nine Hundredths Feet, (S 14°55'24" W 286.49') to a found 5/8" iron rod, 6" above grade;

THENCE along the Lands of Banta Realty Newburgh, LLC, Deed Reference Liber 13147, Page 872, Lot 2 of Filed Map No. 4763, South Fourteen Degrees, Fifty-One Minutes, Twenty-Seven Seconds West, Three Hundred Fifty-Six and Fifty-One Hundredths Feet (S14°51'27"W 356.51'), to a found 1/2" iron rod, 6" above grade;

THENCE continuing along the lands of Banta Realty Newburgh, LLC, South Sixty-Seven Degrees, Fifty-Two Minutes, Twenty Seconds East, Six Hundred Eighteen and Twenty-Five Hundredths Feet (S 67°52'20" E 618.25') to a found 5/8" iron rod, flush with the ground, at the southwest corner of lands of Gills Properties NY, Inc., aforementioned,

THENCE along said lands South Sixty-Seven Degrees, Forty-Five Minutes, Six Seconds East, Two Hundred Twenty-Four and Sixty-Five Hundredths Feet (S 67°45'06" E 224.65') to the point of beginning.

CONTAINING 9.44 acres of land as surveyed by Mercurio-Norton-Tarolli-Marshall, Land Surveying-Engineering, P.C., 45 Main Street, Pine Bush, NY 12566. Bearings refer to State Plane Coordinate Grid North of the NYS Eastern Zone.

SUBJECT to that portion of land within the bounds of New York State Route 300, if any, to be used as a public road.

SUBJECT to utility easements, grants or rights-of-way of record, if any.

SUBJECT to a permanent easement for slopes, as shown on a map entitled "New York State Thruway, Catskill Section Subdivision 5, Map No. 675, Parcel No. 676, and described in Liber 11389, Page 1201, described as:

**SCHEDULE A**  
**Legal Description**  
*(continued)*

Beginning at the end of course number 4 (N 25°34'42" E 37.21') in the above described 9.44 acre parcel;

THENCE from said point of beginning, and along the southeast bounds of the New York State Thruway, Catskill Section Subdivision 5, Map No. 675, Parcel No. 675, Deed Reference Liber 11389, Page 1201, the following courses and distances:

- A) North Twenty-Five Degrees, Thirty-Four Minutes, Forty-Two Seconds East, One Hundred Eighty-Five and Seventy-Eight Hundredths Feet (N 25°34'42" E 185.78'),
- B) North Forty-Nine Degrees, Thirty-Seven Minutes, Twelve Seconds East, One Hundred Forty-Nine and Ninety-Seven Hundredths Feet (N 49°37'12" E 149.97'),
- C) North Sixty Degrees, Fifty-Eight Minutes, Fifty-Seven Seconds East, One Hundred Forty-Nine and Twelve Hundredths Feet (N 60°58'57" E 149.12'),
- D) North Seventy-Four Degrees, Thirty-Four Minutes, Thirty-Six Seconds East, One Hundred Forty-Nine and Twelve Hundredths Feet (N 74°34'36" E 149.12'),
- E) North Eighty-Three Degrees, Thirty-Five Minutes, Forty-Nine Seconds East, One Hundred Seventy-Four and Eighty Hundredths Feet (N 83°35'49" E 174.80'),
- F) South Seventy-Seven Degrees, Forty-Two Minutes, Fifty-Seven Seconds East, Fifty-Five and Forty-Five Hundredths Feet (S 77°42'57" E 55.45'), and
- G) South Eighty-Two Degrees, Twenty-Six Minutes, Thirty-One Seconds East, One Hundred Eleven and Twenty-Three Hundredths Feet (S 82°26'31" E 111.23') to a point;

THENCE through the lands of Route 300 Newburgh Partners, LLC, Deed Reference Liber 11820, Page 1772, the following courses and distances:

- H) South Eighty Degrees, Thirty-Three Minutes, Fifty-Five Seconds West, Three Hundred Forty and Forty-Nine Hundredths Feet (S 80°33'55" W 340.49'),
- I) South Seventy-Four Degrees, Two Minutes, Three Seconds West, One Hundred Thirty and Eighty-One Hundredths Feet (S 74°02'03" W 130.81'),
- J) South Sixty Degrees, Forty-Eight Minutes, Three Seconds West, One Hundred Thirty and Eighty-One Hundredths Feet (S 60°48'03" W 130.81'),
- K) South Forty-Nine Degrees, Thirty-Two Minutes, Twenty-Eight Seconds West, One Hundred Forty-Two and Fifty-Three Hundredths Feet (S 49°32'28" W 142.53'), and
- L) South Forty-Five Degrees, Eleven Minutes, Five Seconds West, One Hundred Seventy-Two and Sixty-Six Hundredths Feet (S 45°11'05" W 172.66') to the point of beginning.

SUBJECT to a temporary easement in favor of the State of New York as shown on a map entitled "State Highway No. 9391, Union Avenue – Route 17K Connection, Map No. 12, Parcel No. 12", and described in Liber 2380, Page 223 and Liber 2412, page 269.

SUBJECT to an easement for ingress and egress as described in Liber 2248, Page 362.

**SCHEDULE A**  
**Legal Description**  
*(continued)*

SUBJECT to and together with, a reciprocal right of way and easement between the estate of Anthony M. Fusco & Monroe Seifer, and Wabno Hospitalities Corp... Being 30' in width, and granting access to New York State Route 17K and New York State Route 300, as described in Liber 6019, Page 285.

TOWN OF NEWBURGH  
LOCAL LAW NO. \_\_ OF 2016

**BE IT ENACTED** by the Town Board of the Town of Newburgh, County of Orange, State of New York, as follows:

Section 1. Intent:

It is in the best interests of the Town to create the opportunity to link developments containing multi-family dwellings and townhouses with regional Shopping Centers in the Interchange Business (“IB”) Zoning District. Such linkages provide an environmental benefit to the community by fostering pedestrian access to major retail centers and reducing traffic on adjacent roadways. They further benefit the Town by assuring a sustainable market to support retail services and provide employment opportunities within proximity of places of residence.

Section 2.

§ 185-Attachment 13 of the Town of Newburgh Zoning Code entitled “Table of Use and Bulk Regulations IB District- Schedule 8 is hereby amended to add “Multiple dwellings and townhouses in accordance with §185-25” as a permitted use subject to site plan review by the Planning Board.

Section 3.

§ 185-25 of the Town of Newburgh Zoning Code entitled “Multiple dwellings and townhouses” is hereby amended to add a new Section E entitled “Multiple dwellings and townhouses in the I-B Zoning District” as follows:

E. Multiple dwellings and townhouses in the IB Zoning District

- (1) Multiple dwellings and townhouses in the IB Zoning District are authorized subject to site plan review of the Planning Board and the requirements of this section.
- (2) Multiple dwellings and townhouses must be located adjacent to a shopping center approved for no less than 250,000 square feet of gross leasable area, with linkage to the shopping center development via pedestrian and/or roadway connections.
- (3) The density and bulk requirements for multiple dwellings in accordance with §185-25 in the R-3 District shall apply. Notwithstanding these applicable density and bulk requirements, no more than 300 multiple dwellings and townhouses shall be permitted adjacent to any one shopping center.
- (4) Except as may be otherwise provided for in this section, all design criteria and other requirements of §185-25 shall apply.



- (5) The buffer strip and screening requirements of §185-21 which would be applicable to the shopping center shall instead apply to the adjacent multiple dwellings and townhouses use and the exceptions in §185-21 for residential uses permitted or permitted subject to site plan review in the B, IB and I Districts shall not apply. The owner, homeowners or condominium association, as the case may be, of the multiple dwelling or townhouse development shall be responsible for the maintenance of the buffer and screening.

#### Section 4.

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

#### Section 5.

This Local Law shall be effective immediately upon filing with the New York Secretary of State.

13  
Please  
attach to file  
NOT NBS  
vet

Important

TOWN OF NEWBURGH ANIMAL CONTROL DEPT. & DOG SHELTER  
645 GIDNEY AVENUE  
NEWBURGH, NEW YORK 12550

THIS FACSIMILE CONTAINS CONFIDENTIAL & PRIVILEGED INFORMATION WHICH IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY PHONE. THANK YOU.  
FACSIMILE COVER SHEET

PHONE (845) 561-3344  
FAX (845) 561-2220

PLEASE DELIVER THE FOLLOWING PAGES TO

NAME: Bronda  
FIRM: \_\_\_\_\_  
NUMBER FAXED TO: \_\_\_\_\_

THIS INFORMATION SENT BY

NAME: Cheryl  
FIRM: YOU ADO  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

PAGES TRANSMITTED INCLUDING THIS PAGE \_\_\_\_\_

IF THERE IS A PROBLEM WITH TRANSMITTAL

PLEASE CONTACT: \_\_\_\_\_ AT: \_\_\_\_\_

COMMENTS: wrong web name  
should use  
the Animal Rights  
alliance inc



TOWN OF NEWBURGH ANIMAL CONTROL &  
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344  
FAX: (845) 561-2220

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: May 11, 2016

---

I am requesting authorization to use the T-94 account to pay for veterinary services from:  
The Animal Rights Alliance Inc.

Totaling: \$170.00

Feline: \$60.00

Canine: \$110.00

Attached please find the bills.

Thank you,  
Cheryl Cunningham

Cc: Ron Clum, Accountant

# TOWN OF NEWBURGH

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

## VOUCHER

DEPARTMENT Criminal Control

CLAIMANT'S NAME AND ADDRESS The Criminal Rights Alliance Inc  
600 Enterprise place  
Middle town ny  
10941

TERMS \_\_\_\_\_

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

DO NOT WRITE IN THIS BOX

Date Voucher Received	
FUND - APPROPRIATION	AMOUNT
<b>TOTAL</b>	

Abstract No. \_\_\_\_\_

Vendor's Ref. No. 51016

Dates	Quantity	Description of Materials or Services	Unit Price.	Amount
5-10-16	"only" (dog)			170.00
5-10-16	"Bass" (cat)			45.00
5-10-16	"front" (cat)			10.00
<b>TOTAL</b>				<b>170.00</b>

(See Instructions on Reverse Side)

### CLAIMANT'S CERTIFICATION

I, Annemarie Forgie, certify that the above account in the amount of \$ 170.00 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.

5-10-16  
DATE

J. Forgie  
SIGNATURE

Office Manager  
TITLE

(Space Below for Municipal Use)

### DEPARTMENT APPROVAL

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

5/12/16  
DATE

[Signature]  
AUTHORIZED OFFICIAL

### APPROVAL FOR PAYMENT

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

DATE

AUDITING ROOM

# INVOICE

## The Animal Rights Alliance, Inc. (TARA)

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

Low-Cost Spay/Neuter Clinic

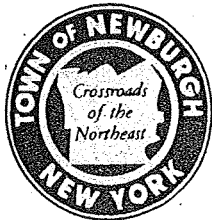
**FOR:** Town of Newburgh Animal Control  
645 Gilney Ave  
Newburgh, NY 12250  
(845) 561-3344

**Printed:** 05-11-16 at 9:35a  
**Date:** 05-10-16  
**Account:** 9241  
**Invoice:** 24668

Date	For	Qty	Description	Net Price
05-10-16	Andy	1	Castration, Canine	80.00
05-10-16		1	Ear Cleaning	0.00
05-10-16		1	Penicillin (Combi-Pen-48)	0.00
05-10-16		1.50	Carprofen, 25mg, Caplet	0.00
			Give 1/2 tablet(s) once daily (every 24 hours). Give by mouth. Give with food. If vomiting or diarrhea occurs, discontinue use.	
05-10-16		2	Cryptorchid, Canine	60.00
			Left testicle found in inguinal region and right testicle found in abdomen. Both were removed.	
			SC: 05-10-16 at 4:18p:	
05-10-16		1	NYS Animal Shelter (Grant)	-30.00
05-10-16	Bass	1	Castration, Feline	45.00
05-10-16		1	Penicillin (Combi-Pen-48)	0.00
05-10-16		1	Ear Cleaning	0.00
05-10-16		1	Nail Trim	0.00
05-10-16	Trout	1	Rejected for Spay/Neuter Surgery	0.00
			Ocular and nasal discharge and chest sounds wheezy. Temp : 103. Dispensed Clavamox for 10 days.	
			SC: 05-10-16 at 4:20p:	
05-10-16		1	Clavamox	15.00
			Give .50 ml twice daily by mouth until gone. Keep refrigerated.	

<b>Old balance</b>	<b>Charges</b>	<b>Payments</b>	<b>New balance</b>
0.00	170.00	0.00	170.00

Remarks:



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

*Burdo*  
14

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Charlene M Black, Personnel

Date: May 11, 2016

Re: Siobhan Jablesnik

---

There is a request from Gerald Canfield, Code Compliance Supervisor, to hire Siobhan Jablesnik as a Full time Secretary to the Planning Board. Her salary will be \$13.70 per hour. Her salary is to come out of 3620.001, with a start date of on or after May 19, 2016. If approved Ms. Jablesnik will need to complete all the proper paperwork since she is a part time employee in that department. Thank you for your time in this matter.

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Stephen Jablonski

DEPARTMENT: Code Compliance

TITLE OF POSITION: Secretary to Planning Board

FULL TIME OR PART TIME: Full Time

HOURLY RATE: 13.70

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3620.0100

PROPOSED HIRE DATE: 5/19/16

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

Donald Campbell  
DEPARTMENT HEAD SIGNATURE

5/10/16  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

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

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

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

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

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

May 9, 2016

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

PLEASE REPLY TO:  
Troy

RE: CHG&E v. Town of Newburgh  
Index Nos. 2013-5623, 2014-5283 & 2015-5015  
Our File No. 5018.001

Dear Mark:

Attached please find the proposed Stipulation and Order relative to the above-referenced proceedings. There are currently three (3) years pending on the subject properties consisting of fifteen parcels containing various transmission lines, electric sub-stations and natural gas lines. <sup>5/11/16</sup> <sub>(sic)</sub> These were all part of the trial, appeal and settlement that disposed of multiple years up to and including 2012.


A subsequent appeal was scheduled to be argued when petitioner's counsel contacted us to propose settling the case. The attached settlement discontinues the pending years without reduction and freezes the assessments for 2016-2020 unless there is a Town-wide revaluation, physical changes to the properties or combining/splitting of existing tax parcels. We believe this is a good settlement for the Town.

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

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

Very truly yours,

E. STEWART JONES HACKER  
MURPHY LLP

By:   
Patrick E. Seely, Jr.  
[pseely@joneshacker.com](mailto:pseely@joneshacker.com)  
Direct: (518) 213-0118

PLS:kah  
Attachment  
cc: Gilbert Piaquadio, Supervisor  
Molly Carhart, Assessor



STATE OF NEW YORK  
SUPREME COURT COUNTY OF ORANGE

---

In the Matter of the Application of

CENTRAL HUDSON GAS & ELECTRIC CORP.,

Petitioner,

-against-

TOWN OF NEWBURGH ASSESSOR, TOWN OF  
NEWBURGH BOARD OF ASSESSMENT REVIEW and the  
TOWN OF NEWBURGH, ORANGE COUNTY, NEW  
YORK,

Respondents.

**STIPULATION OF  
SETTLEMENT AND  
ORDER REDUCING  
ASSESSMENTS**

Index Nos.:  
2013 – 5623  
2014 – 5283  
2015 – 5015

Justice Presiding:  
Hon. Catherine M. Bartlett

To Review Real Property Assessments  
Pursuant to Article 7 of the Real  
Property Tax Law

---

**WHEREAS**, the above-named petitioner Central Hudson Gas & Electric Corporation ("Petitioner"), having duly brought these proceedings to review the tax assessments made against the below listed premises of the Petitioner (hereinafter referred to as the "Subject Properties") in the Town of Newburgh, County of Orange, New York, for the years 2013, 2014 and 2015, as follows:

Tax Map No.
43-3-1
43-5-33
646-9999-107.700-1002
646-9999-107.700-1012
646-9999-107.700-1022
646-9999-107.700-1023
646-9999-107.700-1032
646-9999-107.700-1051
646-9999-107.700-1061
646-9999-107.700-1071

646-9999-107.700-1081
646-9999-107.700-1101
646-9999-107.700-1103
646-9999-107.700-2013
72-8-2
999-5-600

**WHEREAS**, Petitioner having appeared by Bond, Schoeneck & King, PLLC, Stuart F. Klein, Esq., of counsel;

**WHEREAS**, Respondents Town of Newburgh Assessor, Town of Newburgh Board of Assessment Review and the Town of Newburgh (collectively referred to herein as the "Town"), having appeared by E. Stewart Jones Hacker Murphy, LLP, Patrick L. Seely, Jr., Esq. of counsel;

**WHEREAS**, neither the County of Orange, Walkkill Central School District, Newburgh City School District nor the Marlboro Central School District have intervened in these Proceedings;

**WHEREAS**, the Petitioner and the Town shall collectively be referred to herein as the "Parties;"

**WHEREAS**, entering into this Stipulation of Settlement ("Stipulation") is in the Parties' best interest; and

**WHEREAS, IT IS STIPULATED AND AGREED** by and among the Parties hereto as follows:

1. The proceedings for the years 2013 (Index No. 2013-5623), 2014 (Index No. 2014-5283) and 2015 (Index No. 2015-5015) be and the same hereby are discontinued with prejudice.

2. The assessed values for Subject Properties for the 2013, 2014 and 2015 assessment roll years are as follows:

<b>Tax Map No.</b>	<b>2013, 2014, 2015 Assessed Values</b>
43-3-1	\$713,424
43-5-33	\$48,060
646-9999-107.700-1002	\$619,440
646-9999-107.700-1012	\$97,544
646-9999-107.700-1022	\$233,251
646-9999-107.700-1023	\$136,989
646-9999-107.700-1032	\$111,307
646-9999-107.700-1051	\$225,348
646-9999-107.700-1061	\$93,272
646-9999-107.700-1071	\$327,200
646-9999-107.700-1081	\$196,156
646-9999-107.700-1101	\$172,696
646-9999-107.700-1103	\$74,012
646-9999-107.700-2013	\$504,096
72-8-2	\$18,868
999-5-600	\$25,988

3. Absent a Town-wide revaluation, the assessed values on the subject properties shall not exceed the assessed values set forth in Paragraph 2, except as provided below regarding a Town-wide revaluation, Equalization Adjustment, improvements, mergers or splits of tax parcels.

4. For the 2016 through 2020 assessment roll years, inclusive, the Town and Petitioner agree to retain the assessed values in Paragraph 2, and to adjust such assessed values only if and when the equalization rate as annually finalized by New York State, exceeds or falls below the 2015 final equalization rate (which was 38%) by a cumulative 20% at any time during the 2016 – 2020 assessment roll years. If the State equalization rate at any time during this period either exceeds 45.5% or falls below

30.5%, then the assessment for that year shall be determined by multiplying the Agreed to Equalized Full Market Values, as set forth in Paragraph 5, by the then applicable equalization rate (hereinafter called "an Equalization Adjustment").

5. The parties agree that in the event of a Town-wide revaluation, the assessed values for the Subject Properties shall not exceed the Agreed to Equalized Full Market Values as set forth below:

<b>Tax Map No.</b>	<b>Agreed to Equalized Full Market Values</b>
43-3-1	\$1,877,431
43-5-33	\$126,473
646-9999-107.700-1002	\$1,630,105
646-9999-107.700-1012	\$256,694
646-9999-107.700-1022	\$613,818
646-9999-107.700-1023	\$360,497
646-9999-107.700-1032	\$292,913
646-9999-107.700-1051	\$593,021
646-9999-107.700-1061	\$245,452
646-9999-107.700-1071	\$861,052
646-9999-107.700-1081	\$516,200
646-9999-107.700-1101	\$454,463
646-9999-107.700-1103	\$194,768
646-9999-107.700-2013	\$1,326,568
72-8-2	\$49,652
999-5-600	\$68,389

6. The Parties agree that the terms and conditions of this Stipulation of Settlement shall be applicable for the Subject Properties for the following assessment roll years:

**2016 Assessment Roll Year**

**2016/17 School Taxes  
2017 Town/County Taxes**

**2017 Assessment Roll Year**

**2017/18 School Taxes  
2018 Town/County Taxes**

**2018 Assessment Roll Year**

**2018/19 School Taxes  
2019 Town/County Taxes**

*2019 Assessment Roll Year*

*2019/20 School Taxes  
2020 Town/County Taxes*

*2020 Assessment Roll Year*

*2020/21 School Taxes  
2021 Town/County Taxes*

7. The officer or officers having the custody of the final assessment and tax rolls upon which the above-referenced taxes are levied, should only as necessary correct and revise the entries on the above-referenced final assessments in conformity with this Stipulation and shall note upon the margin of the roll, opposite the entries, that such have been corrected by authorization of this Stipulation. It is anticipated and agreed that there shall be no refund as result of such corrected and revised entries.

8. In the event that there has been or will be a physical change (improvement) to the Subject Properties as contemplated by Real Property Tax Law ("RPTL") §727(2)(c), then the Assessor for the Town shall establish an incremental assessment in the tax assessment records for the applicable parcel which reflects the assessed value specifically attributable to the physical change (improvement) (the "Incremental Assessed Value"). The sum of the Incremental Assessed Value and the assessed value for the applicable parcel impacted by the physical change (improvement) that existed before the Incremental Assessed Value was established shall become the new assessed value for such tax parcel. In the event that the Petitioner is dissatisfied with the Incremental Assessed Value, the Petitioner shall have the right to challenge, during the applicable assessment roll year(s), the tax parcel that has been the subject of an Incremental Assessed Value under RPTL Article 5 and litigation under RPTL Article 7. Notwithstanding the Petitioner's right to challenge an

assessment of a tax parcel affected by an Incremental Assessed Value, Petitioner acknowledges and agrees that the relief that can be obtained in the RPTL Article 5 and Article 7 proceedings is limited to the incremental increase established by the Assessor for the Town. Petitioner further acknowledges and agrees that any respondent in a proceeding brought by Petitioner may assert an affirmative defense in the subject RPTL Article 7 proceeding that the relief obtainable by Petitioner is subject to the limitation of a maximum reduction equal to the Incremental Assessed Value.

9. In the event that there is a merger of any of the Subject Properties as contemplated by RPTL §727(2)(d), then the Assessor for the Town, during the applicable assessment roll year when the merger occurs, shall combine the prior year's assessments of the tax parcels that are merged. Petitioner reserves the right to challenge the assessed value established for the merged parcels. Notwithstanding the foregoing, the Petitioner acknowledges and agrees that the maximum relief obtainable by the Petitioner in such proceeding relating to a merged parcel under RPTL Article 5 and litigation under RPTL Article 7 shall be:

- a. If a Town-wide revaluation occurs or has occurred, a reduction to an assessed value not below the sum of the Agreed to Equalized Full Market Value for the applicable parcels that existed prior to the merger; or
- b. If an Equalization Adjustment occurs or has occurred as described in Paragraph 4, then a reduction not below the sum of the values for the applicable parcels generated by such adjustment; or
- c. In all other situations, a reduction to an assessed value not below the sum of the assessed values in Paragraph 2 for the applicable parcels.

The Petitioner further acknowledges and agrees that any respondent in a proceeding brought by the Petitioner may assert an affirmative defense in the subject RPTL Article 7 proceeding that the relief obtainable by the Petitioner is subject to the limitation that the maximum reduction is limited by this Paragraph.

10. In the event that there is a subdivision and/or split of the Subject Properties as contemplated by RPTL §727(2)(d), then the Assessor for the Town during the applicable assessment roll year when the subdivision and/or split occurs, shall establish new assessments for such subdivided and/or split parcels where the sum of the assessed values for such subdivided and/or split parcels equals the assessed values for the parcel(s) reflected on the assessment roll immediately prior to the subdivision and/or split. Petitioner reserves the right to challenge the assessed value established for the subdivided and/or split parcels. Notwithstanding the foregoing, the Petitioner acknowledges and agrees that the maximum relief obtainable by the Petitioner in such proceeding relating to a subdivided parcel and/or split parcel under RPTL Article 5 and litigation under RPTL Article 7 shall be:

- a. If a Town-wide revaluation occurs or has occurred, a reduction to an assessed value not below the sum of the Agreed to Equalized Full Market Value for the applicable parcels that existed prior to such subdivision and/or split; or
- b. If an Equalization Adjustment occurs or has occurred as described in Paragraph 4, then a reduction not below the sum of the values for the applicable parcels generated by such adjustment; or

- c. In all other situations, a reduction to an assessed value not below the sum of the assessed values in Paragraph 2 for the applicable parcels.

The Petitioner further acknowledges and agrees that any respondent in a proceeding brought by the Petitioner may assert an affirmative defense in the subject RPTL Article 7 proceeding that the relief obtainable by the Petitioner is subject to the limitation set forth in this Paragraph.

11. The Parties agree that notwithstanding RPTL §727, the values for the Subject Properties shall remain in place for the 2016 – 2020 assessment roll years as set forth herein.

12. Except as provided above related to improvements, mergers or splits of tax parcels, so long as the assessments are established as set forth above, Petitioner agrees not to challenge the 2016-2020 assessments for the Subject Properties in any administrative or judicial proceeding.

13. An executed copy of the Stipulation, with Notice of Entry, shall be entered and docketed in the Orange County Clerk's Office, and shall be filed among the Assessor's permanent records. The failure to accomplish this by either party shall not excuse the parties from performing the terms of this Stipulation.

14. The Parties hereto represent that the individuals executing this Stipulation have been fully authorized by their respective clients to enter into this Stipulation, and with the intent of binding the Parties to the terms of this Stipulation.

15. This Stipulation is the full, final, and complete Stipulation and supersedes any prior oral or written agreement between the parties.



ENTER,


Dated: \_\_\_\_\_, 2016  
Goshen, New York

\_\_\_\_\_  
Hon. Catherine M. Bartlett  
Acting Justice, Supreme Court

**ON CONSENT:**

PETITIONER CENTRAL HUDSON GAS & ELECTRIC CORP.

By: BOND, SCHOENECK & KING, PLLC,

By:   
\_\_\_\_\_  
Stuart F. Klein, Esq, of counsel

Dated: May 2, 2016

RESPONDENT TOWN OF NEWBURGH  
By: E. STEWART JONES HACKER MURPHY, LLP

By: \_\_\_\_\_  
Patrick L. Seely, Jr., Esq., of counsel

Dated: May \_\_, 2016

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 \_\_\_nd day of May, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING SETTLEMENT OF  
PROCEEDINGS UNDER ARTICLE  
7 OF THE REAL PROPERTY  
TAX LAW:

SBL #'s 43-3-1, 43-5-33  
646-9999-107.700- 1002  
646-9999-107.700- 1012  
646-9999-107.700- 1022  
646-9999-107.700- 1023  
646-9999-107.700- 1032  
646-9999-107.700- 1051  
646-9999-107.700- 1061  
646-9999-107.700- 1071  
646-9999-107.700- 1081  
646-9999-107.700- 1101  
646-9999-107.700- 1103  
646-9999-107.700- 2013  
72-8-2, 999-5-600  
INDEX NUMBERS 2013-5623, 2014-5283,  
2015-5015

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

WHEREAS, Central Hudson Gas & Electric Corp. (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of the above referenced parcels containing various transmission lines, electric sub-stations and natural gas lines on the tax assessment rolls for the tax years 2013, 2014 and 2015; and

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

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

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

Reducing Assessments on behalf of the Town; and

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

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

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

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

The resolution was thereupon declared duly adopted.

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

**FIRST AMENDMENT TO WATER TOWER SPACE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO WATER TOWER SPACE LEASE AGREEMENT ("First Amendment") dated as of the latter of the signature dates below (the "Effective Date") is by and between the Town of Newburgh for and on behalf of its Consolidated Water District, having a mailing address at 1496 Route 300, Newburgh, NY 12550 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor to Chill Cellular Corporation, having a mailing address at 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee (or its respective predecessor) entered into a Water Tower Space Lease Agreement dated August 1, 2003, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 50 Assembly Way, Newburgh, NY 12550 (hereinafter, referred to as the "Agreement"); and

WHEREAS, Lessor and Lessee desire to extend the term of the Agreement; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the rent payable under the Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the Lessee's obligations to pay rent to Lessor for a Rent Guarantee Period; and

WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** The term of the Agreement shall be amended to provide that the Agreement has a new initial term of sixty (60) months ("New Initial Term"), commencing on July 1, 2016 ("New Initial Term Commencement Date"). As of such New Initial Term Commencement Date, all remaining renewal terms in Section 14 of the Agreement except as set forth herein shall be void and of no further force and consequence. The Term will be automatically renewed for up to five (5) additional sixty (60) month terms (each an "Extension Term") upon the same terms and conditions of the Agreement, as amended herein, without further action by Lessee, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Extension Term. As of the New Initial Term Commencement Date, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Lessor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

2. **Termination.** In addition to any rights that may exist in the Agreement, after the Rent Guarantee Period, as defined below, Lessee may terminate the Agreement at any time with thirty (30) days prior written notice to Lessor for any or no reason.

3. **Modification of Rent.** Commencing on July 1, 2016, the rent payable under the Agreement shall be Two Thousand Three Hundred Fifty and No/100 Dollars (\$2,350.00) per month, and shall continue during the Term, subject to adjustment, if any, as provided below.

4. **Modification of Lessee's Obligation to Pay – Rent Guarantee.** Notwithstanding Lessee's obligations to pay rent set forth under the Agreement, for a 162 month period commencing July 1, 2016 and ending December 31, 2029 ("Rent Guarantee Period"), Lessee's obligation to pay rent is guaranteed and such obligation will not be subject to offset or cancellation by Lessee, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Lessor exercises any of Lessor's rights to terminate the Agreement, if any, Lessee will be released from any and all of its obligations to pay rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Lessee shall be released from any and all of its obligations to pay rent during the Rent Guarantee Period if any of the following shall occur: (a) Lessor is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property; (c) the Lessor shall require Lessee to relocate Lessee's equipment and facilities to a location that is not acceptable to Lessee in its reasonable business judgment if allowed for in the Agreement; or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Lessee. If the Agreement is further modified in the future with an obligation for Lessee to pay additional rent, the payment of rent guarantee established in this paragraph will not be diminished or limited, but such rent guarantee will not extend to that future additional rent obligation.

5. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on July 1, 2021, rent shall increase by ten percent (10%) and at the beginning of each Extension Term, as applicable.

6. **Acknowledgement.** Lessor acknowledges that: 1) this First Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Section 33 of the Agreement is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

If to Lessee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site: Coldenham (NY)  
Fixed Asset No: 10123743  
575 Morosgo Drive  
Atlanta, GA 30324

With a required copy of the notice sent to either of the addresses above to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department – Network Counsel  
Re: Cell Site: Coldenham (NY)  
Fixed Asset No: 10123743  
208 S. Akard Street  
Dallas, Texas 75202-4206

And as to Lessor:

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

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

8. **Expansion of the Premises.** Lessor grants, to the extent practicable and on a space available basis, and upon Lessor's consent, which shall be at Lessor's sole discretion, the Lessee the right to enlarge the Premises or the Lessor shall make space available on the property for Lessee so that Lessee or its authorized sub lessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Lessee's facilities or to any equipment related thereto, or for any other reasons, as determined by Lessee in its sole discretion. Should Lessee exercise the right to expand the Premises, Lessee will pay and Lessor will accept as additional rent under the Lease an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon notice to Lessor, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Lessee and Lessor; however, at the request of Lessee, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Lessor's Property, which either party may record at its option.

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

9. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee. The foregoing shall not apply to rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

LESSOR:

Town of Newburgh

LESSEE:

New Cingular Wireless PCS, LLC,  
A Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gregg E. Bailey  
Title: Area Manager C&E NY/NJ  
Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

**LESSOR ACKNOWLEDGEMENT**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the \_\_\_\_\_ (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

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

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

My Commission Expires: \_\_\_\_\_

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

**LESSEE ACKNOWLEDGEMENT**

STATE OF NEW JERSEY, COUNTY OF SOMERSET                      SS:

I CERTIFY that on \_\_\_\_\_, Gregg E. Bailey, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as the Area Manager C&E – NYC/NNJ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

\_\_\_\_\_  
(Print name and title below signature)

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

ATTACHMENT 1

**Prepared by and When**

**Recorded Return to:**

*Black Dot Wireless*  
27271 Las Ramblas, Suite 300  
Mission Viejo, CA 92691

Re: Cell Site: Coldenham (NY)  
Fixed Asset Number: 10123743  
State: New York  
County: Orange

MEMORANDUM  
OF  
LEASE

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Newburgh for and on behalf of its Consolidated Water District, having a mailing address at 1496 Route 300, Newburgh, NY 12550 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "Lessee").

1. Lessor and Lessee (or its respective predecessor) entered into a Water Tower Space Lease Agreement dated August 1, 2003, as amended by that certain First Amendment to Water Tower Space Lease Agreement dated \_\_\_\_\_, 2016 (hereinafter, collectively the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Newburgh, County of Orange, commonly known as 50 Assembly Way, Newburgh, NY 12550. All of the foregoing are set forth in the Agreement.
2. The Agreement commenced and has been in effect since August 1, 2003 and the parties agree to continue the Agreement with a new initial lease term of five (5) years ("New Initial Term") commencing on July 1, 2016, with five (5) successive five (5) year Extension Terms, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Extension Term.
3. The portion of the land being leased to Lessee (the "Premises") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

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

LESSOR:  
Town of Newburgh

LESSEE:  
New Cingular Wireless PCS, LLC  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

**LESSOR ACKNOWLEDGEMENT**

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the \_\_\_\_\_ (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

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

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

My Commission Expires: \_\_\_\_\_

Cell Site: Coldenham  
Fixed Asset No. 10123743  
Market: NYC/NNJ  
Address: 50 Assembly Way, Newburgh, NY 12550

**LESSEE ACKNOWLEDGEMENT**

STATE OF NEW JERSEY, COUNTY OF SOMERSET            SS:

I CERTIFY that on \_\_\_\_\_, Gregg E. Bailey, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (d) was the maker of the attached instrument;
- (e) was authorized to and did execute this instrument as the Area Manager C&E – NYC/NNJ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the entity named in this instrument; and,
- (f) executed this instrument as the act of the entity named in this instrument.

\_\_\_\_\_  
(Print name and title below signature)

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## **Exhibit 1 to Memorandum of Lease**

### **Premises**

The Premises consists of certain water tank space and ground space which is located on a portion of the Property described and/or depicted as follows:

Section 85 Block 2 Lot 2.3 and more commonly known as the Water Tank at Governors Drive.