

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

**WORKSHOP MEETING AGENDA**  
**Wednesday, July 22, 2015**  
**7:00 p.m.**

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. MEADOW WINDS
7. ZONING CHANGE: Gardnertown Road
8. ANIMAL CONTROL: T-94 Withdrawal
9. POLICE:
  - A. Software Renewal
  - B. Hiring of Part Time Police Officer
10. RADIOS: Renewal of NYCOMCO Contract
11. RECREATION:
  - A. Trolley Request
  - B. Expenditures T-38 Account
12. DATA PROCESSING: Software Training
13. SURPLUS EQUIPMENT:
  - A. EZ Loader Trailer & 16 inch Boston Whaler Boat
  - B. Transferring Trailer and Boat Back to Middlehope FD
14. ANCHORAGE: Discussion Pre Road Dedication
15. SEWER CONSOLIDATION
16. ENGINEERING: Release of Road Security for Brighton Green
17. ADJOURNMENT

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

To: Gil Piaquadio, Supervisor  
From: James Osborne, Town Engineer  
Date: 6 July 2015  
Re: HIGHLAND ESTATES (MEADOW WINDS) – Orleans Road

On 6 July 2015, Todd Depew, Highway Superintendent and I conducted an inspection of Orleans Road prior to the proposed installation of the top course of asphalt. Based on this preliminary walk through, the following items must be addressed prior to any final paving.

1. All catch basin sumps must be cleaned out.
2. All catch basin frames and grates must be set flush with the face of the curb.
3. All sanitary sewer manhole frames and grates must be set to be flush with the finished elevation of the top course of asphalt. Where possible, a riser section may be used.
4. Inspect all water valve boxes to confirm that they are plumb and centered on the operating nut of the valve. Valve box must be set flush with the finished elevation of the top course of asphalt. Where possible, a riser section may be used.
5. Repair gouges in curbs with appropriate epoxy concrete.
6. Replace severely damaged curb sections where indicated including but not necessarily limited to the following:
  - a. dropped curb at bottom of the driveway for Unit No. 229.
  - b. damaged curb sections in cul-de-sac.
7. Remove vegetation growing in front of curbs.
8. Catch basin frame and grate in driveway to Unit No. 239 is too high and will not capture water running along the curb. Reset to required elevation.
9. Catch basin frame across the street from Unit No. 239 is broken and not properly supported. Replace the frame and reset at correct elevation.
10. Soft spot in asphalt at curb line in front of the last building needs to be dug out, new sub base and dense binder installed in preparation for top course of asphalt.
11. Provide elevation shots of cul-de-sac to show that storm water run-off will drain to storm water collection system.

## DEVELOPER'S AGREEMENT

THIS AGREEMENT is made this 20<sup>th</sup> day of ~~August~~<sup>September</sup> 2012, by and between Meadow Winds One, LLC, maintaining an office at 2899 Route 9W, New Windsor, New York 12553 (hereinafter the "Developer") and the Town of Newburgh, a municipal corporation maintaining an office at 1496 Route 300, Newburgh, New York 12550 (hereinafter the "Town");

### RECITALS

WHEREAS, the Developer has purchased from Orange County certain real property identified as the following Town of Newburgh Tax Map Parcel Nos.: Section 118 Block 1 Lot 66, Section 119 Block 1 Lot 1, Section 123 Block 1 Lots 1.1 through 1.16 and Section 123 Block 1 Lots 1.20 and 1.21, located in the Meadow Winds development (hereinafter the "Project"); and

WHEREAS, the Developer has commenced a "bar claim" action under Article 15 of the Real Property Actions and Proceedings Law in Orange County Supreme Court with regard to the real property it has purchased from Orange County in order to quiet title to the property (the "Bar Claim Action"); and

WHEREAS, Section 118 Block 1 Lot 66 and Section 119 Block 1 Lot 1 are "road parcels" in the Project, including sections of roadway which the Town has accepted as Town highways and sections which are proposed as Town highways but have not yet been completed to Town highway standards (the "Road Parcels"); and

WHEREAS, Section 123 Block 1 Lots 1.1 through 1.16 and Section 123 Block 1 Lot 1.21 are incomplete or un-built condominium units in the Highland Manor townhouse buildings identified as Buildings 10, 11, 12 and 13 (collectively the "Buildings") on Orleans Road, an incomplete private road on the common areas of the Highland Manor townhouses condominium in the Project; and

WHEREAS, the six (6) dwelling units composing Building 12 have been designated on the Tax Map for the Town of Newburgh as Section 123 Block 1 Lots 1.11 through 1.16, Building 11's four (4) dwelling units have been designated as Section 123 Block 1 Lots 1.7 through 1.10, Building 10's six (6) dwelling units have been designated as Section 123 Block 1 Lots 1.1 through 1.6 and Building 13 contains the dwelling unit designated as Section 123 Block 1 Lot 1.21, as well as Lot 1.20 and other completed and occupied units; and

WHEREAS, building permits have been issued by the Town for all of the Buildings and/or units and will be reissued to the Developer without additional fees; and

WHEREAS, the Town Board heretofore found and determined that the former developer of the Project, Mountain Ridge Development, LLC and its predecessor in interest, Newburgh Silver Star Development Corp. (together the "Prior Developers") had defaulted on the obligation to the Town of Newburgh to complete the proposed public improvements known as East Meadow Wind Lane and West Meadow Wind Lane in the Project, sections of which comprise portions of the Road Parcels, and which commence at the respective intersections of the two roads with NYS Route 52; and

WHEREAS, in order to guarantee that East Meadow Wind Lane, West Meadow Wind Lane and Orleans Road will be completed in accordance with Town standards and specifications, the Developer has offered to enter into this agreement which will establish a schedule for the completion of Project improvements by the Developer, the performance of work on the Buildings and the issuance of certificates of occupancy for the above dwelling units by the Town; and

WHEREAS, the Developer and the Town have therefore entered into this Agreement for the purpose of memorializing the mutual consent of the Developer and the Town to the terms and conditions herein, and to set forth the Developer and Owner's obligations; and

WHEREAS, this Agreement is an unlisted action under SEQRA, and based on the Environmental Assessment Form provided for the Agreement to the Town of Newburgh Town



Board, the Town has heretofore (1) determined that this Agreement is an Unlisted Action, and (2) conducted an uncoordinated review and adopted a SEQRA negative declaration that this Agreement will not have a significant adverse environmental impact on the environment.

### TERMS

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Upon execution of this Agreement, the Developer will deliver to the Town of Newburgh Town Clerk in escrow an executed deed to the tax parcel designated as Section 118 Block 1 Lot 66 and an executed deed to the tax parcel designated as Section 119 Block 1 Lot 1, together with a signed Equalization and Assessment Form and signed Form TP-584 for each deed. Each deed shall be a Bargain and Sale Deed with Covenant against Grantor's Acts, conveying title to the sections of the Road Parcels free and clear of all exceptions, liens, encumbrances, easements, covenants and restrictions of record that would limit or adversely affect the Town's use of the property for highway and utility purposes, said title to be insurable (subject to covenants, easements and restrictions of record, if any, provided the same do not render title unmarketable) by a Title Insurance Company licensed to do business within the County of Orange, at ordinary rates. Developer shall execute and deliver such other instruments in connection with such transfer as are reasonably required by and acceptable to the Town's Attorney. The Deeds shall be accompanied by checks payable to the Town of Newburgh each equal to the charges to record the respective deeds and related documents, and the estimated amount of any taxes which will be imposed on the road parcels in connection with the current tax roll in effect as of the date of this Agreement. The Developer shall deliver a copy of the final judgment in the bar claim action upon its receipt and thereupon or upon such earlier date as the Town obtains a copy of the final judgment the deeds and related instruments shall be released from escrow by the Town Clerk and may be recorded by the Town. The Developer shall simultaneously execute and deliver an irrevocable offer of dedication of the Road Parcels sections of West Meadow Winds Lane and East Meadow Winds Lane which have not been accepted in form acceptable to the Town's attorney and a Form TP-584.
2. In consideration for the completion of West Meadow Wind Lane in accordance with the outstanding punch list attached hereto and made a part hereof as Schedule A to the satisfaction of the Town's Superintendent of Highways and Town Engineer, the Developer will be allowed to apply for eight (8) Certificates of Occupancy for the six (6) existing partially complete units in Building 12 and the one (1) existing partially complete units in Building 13 on Orleans Road. The written acceptance of Town Engineer and the Town Superintendent of Highways of the work must be provided to the Town Code Compliance Department prior to and as a necessary condition for the release of the Certificates of

Occupancy. The Developer shall pay the fees normally chargeable by the Town for Certificates of Occupancy and all other required permits and approvals in accordance with the Town's schedule of fees.

3. In consideration for the completion of East Meadow Wind Lane in accordance with the outstanding punch list attached hereto and made a part hereof as Schedule B to the satisfaction of the Town's Superintendent of Highways and Town Engineer, the Developer will be allowed to apply for four (4) Certificates of Occupancy for the units to be constructed on the partially completed foundation for Building 11 on Orleans Road. The written acceptance of the Town Engineer and the Town Superintendent of Highways of the work must be provided to the Town Code Compliance Department prior to and as a necessary condition for the release of the Certificates of Occupancy. The Developer shall pay the fees normally chargeable by the Town for Certificates of Occupancy and all other required permits and approvals in accordance with the Town's schedule of fees.
  
4. In consideration for the completion of the outstanding site plan requirements for Orleans Road including but not limited to paving and landscaping, the Developer will be allowed to apply for six (6) Certificates of Occupancy for Building 12 to be newly constructed. The written acceptance of the Town Engineer and the Town Superintendent of Highways of the work must be provided to the Town Code Compliance Department prior to and as a necessary condition for the release of the Certificates of Occupancy. The Developer shall pay the fees normally chargeable by the Town for any amended approvals it may request, certification letters and reinspections for the same site in accordance with the Town's schedule of fees.
  
5. The Developer will supply all materials, equipment and labor to complete the work described in Schedules A and B and for the completion of the Orleans Road site plan. No materials or supplies for the work on East Meadow Wind Lane and West Meadow Wind Lane described hereunder supplied by the Developer shall be purchased by the Developer, or by any contractor or sub-contractor, subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Developer shall timely pay all real estate taxes on the Road Parcels when due.
  
6. The Town will provide full time observation of all work on West and East Meadow Wind Lanes and identify acceptable means and methods for the correction of hidden defects uncovered during the course of work.
  
7. The Developer will be allowed to finish or construct the units identified above simultaneously with the punch list work identified by the Town. Specifically, work on Building 12 and the incomplete unit in Building 13 can be undertaken concurrently with work on West Meadow Wind Lane; work on Building 11 can be undertaken concurrently with work on East Meadow

- Wind Lane; and work on Building 10 can be undertaken concurrently with site work on Orleans Road. The Developer shall be responsible for and shall immediately undertake the repair of any damage to East Meadow Wind Lane, West Meadow Wind Lane and any other proposed or accepted public improvements at the Project caused by its operations.
8. Issuance of any Certificates of Occupancy by the Town of Newburgh Code Compliance Department shall be dependent on the conditions stated above and compliance with NYS Building Code and the approved building plans as determined by inspections by the Town of Newburgh's Building Inspectors. The Town agrees that its Code Compliance Department will perform inspections of construction work at the Buildings in accordance with the Department's customary scheduling practices.
  9. This Agreement shall be binding upon and inure to benefit of, the parties' successors and assigns.
  10. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, that may have related in any way to the subject matter hereof. Any modification or change to this Developer's Agreement or any waiver of the terms hereof must be made in writing signed by all parties.
  11. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.
  12. The Developer hereby agrees that its work on East Meadow Wind Lane and West Meadow Wind Lane shall be free of defect and damage for a period of one (1) year following the date of their dedication and that it shall promptly undertake the repair or replacement of any defect or damage to its work of which it receives notice during said period and any damage to the Project roadways caused by Developer's operations, excluding defect or damage due to work of the Prior Developers. The Developer shall additionally be responsible for and undertake the replacement of any landscaping it installs at Orleans Road which is damaged or fails to survive during the two (2) year period following its installation and for the repair of any damage to the stormwater control facilities it installs during the two year period following such installation.
  13. No waiver by the Town of any default by the Developer in the performance of its obligations shall operate as a waiver of any other default or the same default on a future occasion.
  14. Developer shall have the right to sell, assign or transfer this Agreement to any person, firm or corporation acquiring Developer's interest in the Road Parcels and Buildings upon the prior written consent of the Town, not to be unreasonably withheld. Developer shall provide the Town at least ten (10) days written notice in advance of such action. Express written



2899 Route 9W  
New Windsor, New York 12553

with copy to: Saffioti & Anderson  
Attn: Joseph M. Saffioti, Esq.  
5031 Route 300  
Newburgh, New York 12550

20. This agreement is in addition to and not in limitation of any other rights and remedies the Town may have by virtue of any other instrument, by law or otherwise. This Agreement is executed in, and shall be construed in accordance with the laws of the State of New York.

21. This Agreement and its amendments may be executed in multiple counterparts, with each counterpart to be deemed an original, but all multiple copies together constituting one and the same instrument.


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

23. The Town has authorized the Supervisor's execution of this Agreement by resolution at a regular meeting held on August 8, 2012.

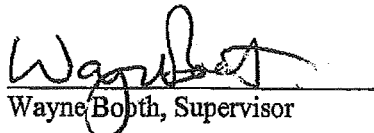
24. The parties hereto shall be deemed to have executed this Agreement upon the date and year set forth above.

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

Meadow Winds One, LLC.

By:   
Raymond P. Yonno, Member/Manager

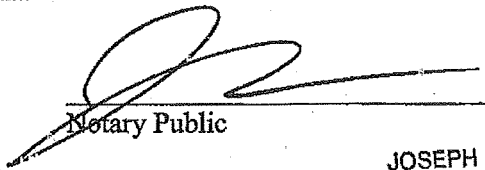
Town of Newburgh

By:   
Wayne Both, Supervisor

ACKNOWLEDGEMENTS

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

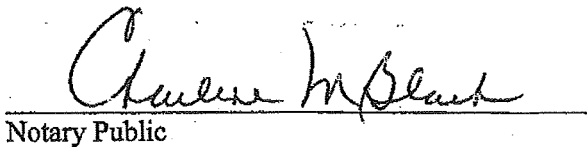
On the 7<sup>th</sup> day of September ~~August~~, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond D. Yarnall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

JOSEPH M. SAFFIOTI  
Notary Public, State of New York  
No. 4985013  
Qualified in Orange County  
Commission Expires August 5, 2013

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

On the 20<sup>th</sup> day of September, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne C. Bost, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

CHARLENE M. BLACK  
Notary Public, State of New York  
No. 01BL6149416  
Qualified in Orange County  
Commission Expires July 10, 2014

## WEST MEADOW WIND LANE

- A. From Route 52 to Water Booster P.S.  
Length approx. 1200 l.f.

Reclaim 8" of road

Regrade and compact base

Remove material for minimum curb reveal

Compact

INSPECT AND PROOFROLL FOUNDATION/SUBBASE

- REMOVE/REPLACE UNSUITABLE MATERIAL

Reset, repoint and replace catch basins

AND SEWER MANHOLE FRAMES as needed (item numbers correspond to numbers painted in field):

1. RESET CATCH BASIN FLUSH WITH CURB
2. RESET CATCH BASIN FLUSH WITH CURB
3. REPLACE CURB HEAD
4. RESET CATCH BASIN FLUSH WITH CURB
5. RESET CATCH BASIN FLUSH WITH CURB
6. RESET F & G ON NEW BLOCK  
- ADD CURB DRAIN
7. RESET CATCH BASIN FLUSH WITH CURB
8. RESET CATCH BASIN FLUSH WITH CURB
9. RESET CATCH BASIN FLUSH WITH CURB
10. RESET CATCH BASIN FLUSH WITH CURB  
- RESET FRAME & GRATE ON REALIGNED BLOCK
11. REPLACE MANHOLE FRAME
12. RESET CURB HEAD FLUSH WITH CURB
13. RESET CURB HEAD FLUSH WITH CURB
14. CONFIRM VALVE BOX PLUMB & CENTERED

Provide drainage behind west curb between Isis Lane and Delafield Lane.  
Direct into catch basin.

INSTALL KEYWAY (REBATE) AT ALL INTERSECTING ROADS.

Pave with 3.5 inches NYS Type 3 binder.

Pave with 1.5 inches NYS Type 6F top.

- B. From Water Booster P.S. to Wesley Court

Replace  $\pm$  100 L.F. of missing concrete curb

- REPLACE MISSING ITEM 4 AND TYPE 3  
DENSE BINDER IN FRONT OF MISSING CURB

Repair approximately 900 s.f. of road.  
Cut keyway (rebate) at seam with existing road.  
Reset / align catch basins as needed  
**REPLACE BROKEN CATCH BASIN FRAME**  
Install tack coat  
Pave with 1.5 inches of NYS Type 6F top.



## EAST MEADOW WIND LANE

From Route 52 to Ramona Road

Remove and replace blacktop failures as required (REVIEW WITH TON  
HIGHWAY SUPERINTENDENT)

Reset, align and replace catch basin

AND SEWER MANHOLE FRAMES AND VALVE BOXES as needed  
(item numbers correspond to numbers painted in field):

1. CLEAN OUT CURB BOX
2. REPLACE CURB HEAD
3. REMOVE WEEDS ALONG CURB, NEEDS NEW BRICK – RESET  
FRAME & GRATE
4. RESET FRAME & GRATE ON NEW BLOCK, SET TO LOWER  
ELEVATION
5. REPLACE VALVE BOX, INSPECT VALVE BOX – CONFIRM  
PLUMB & CENTERED
6. REWORK TRENCH – ADD PIPE BEHIND CURB TO CATCH  
BASIN
7. REPLACE CURB HEAD & FRAME? RESET FLUSH WITH CURB
8. DIG UP AND REPLACE SUBBASE/BINDER ALONG CURB
9. REPLACE MANHOLE FRAME.

Install tack coat

Pave with 1.5 inches of NYS Type 6F top.



Brenda Milkovich <bmilkovich@townofnewburgh.org>

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**FOIL REQUEST**

2 messages

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**Brenda Milkovich** <bmilkovich@townofnewburgh.org> Tue, Jul 14, 2015 at 12:44 PM  
To: johncpugh@yahoo.com  
Bcc: Brenda Milkovich <bmilkovich@townofnewburgh.org>

John,

Per your request.

Brenda

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 **FOIL Form.pdf**  
99K

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**John Pugh** <johncpugh@yahoo.com> Tue, Jul 14, 2015 at 12:57 PM  
Reply-To: John Pugh <johncpugh@yahoo.com>  
To: Brenda Milkovich <bmilkovich@townofnewburgh.org>

Brenda,


Thanks. I attached the scanned form that I filled out. If the form needs to be sent to someone besides you, please let me know.

Thanks again,

*John C. Pugh*

[Quoted text hidden]

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 **CCI14072015\_2.pdf**  
685K

7

# Talcott Engineering DESIGN, PLLC.

1 GARDNERTOWN ROAD \* NEWBURGH, NY 12550  
(845)-569-8400 \* (fax) (845)-569-4583

July 8, 2014

Newburgh Town Board  
1496 Route 300  
Newburgh, NY 12550  
Attention: Gil Piaguadio, Supervisor

Re: Rezoning Request  
505 Gardnertown Road  
S-B-L: 60-2-62(26.3 ac)  
Newburgh, NY  
Job #14084-OLC

Dear Supervisor & Town Board Members,

On behalf of the owner of the above referenced parcel, Joe Ruggiero of Orange Lake Construction, I am respectfully requesting that most of the referenced parcel be rezoned from R-3 to B.

The owner purchased this property in 1961 and has owned it and used it for commercial use continuously since that time.

It is my understanding that this property was rezoned from Commercial to R-3 in the early 1990's.

The subject property currently abuts parcels zoned IB and B as well as R-3.

Our request is that B zone be extended to include most of this parcel (see attached Zoning Map and Talcott Engineering Plot Plan dated 7-9-2014).

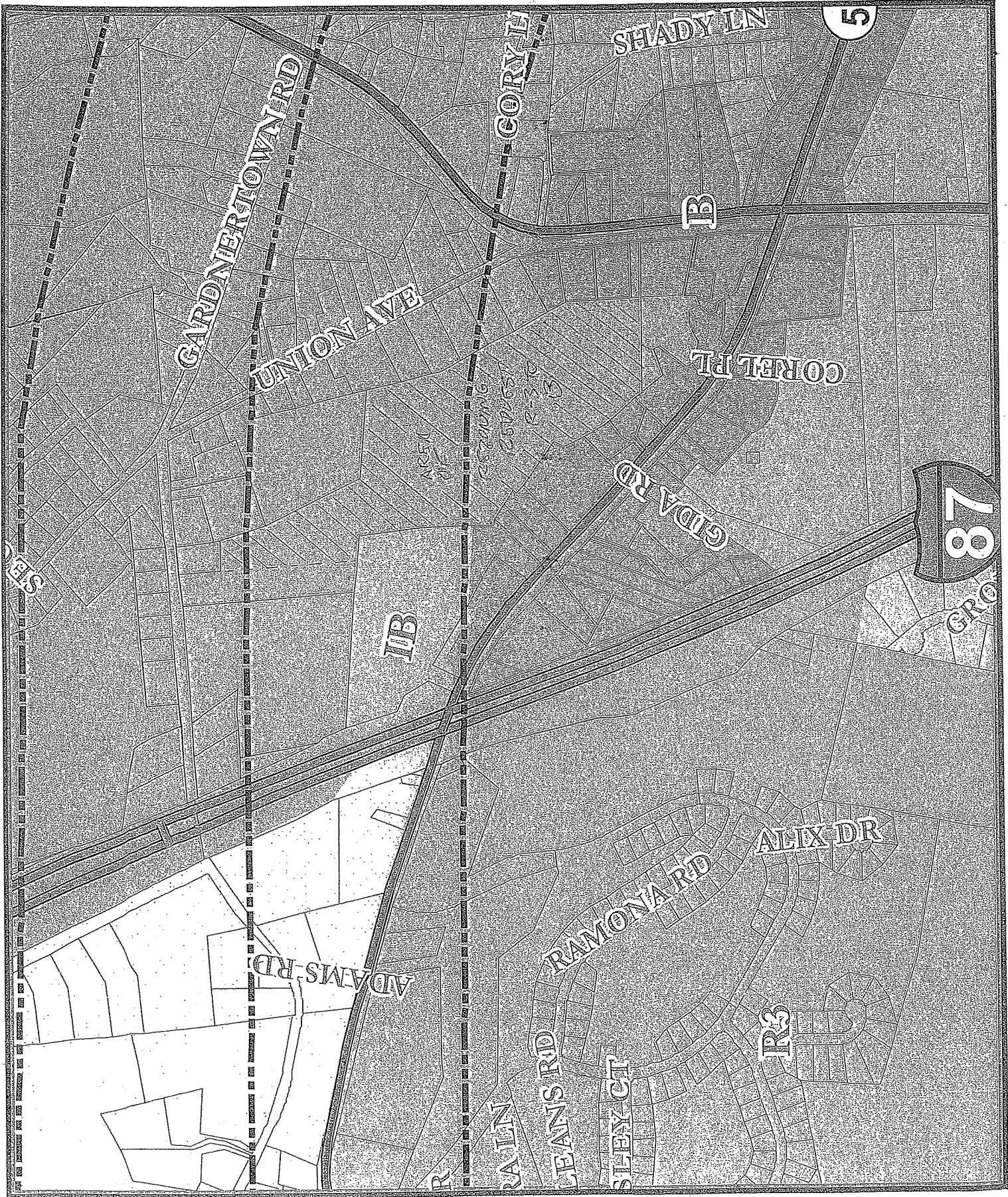
If you need additional information or have any questions or concerns, please do not hesitate to contact me at the above number.

Very truly yours,



Charles T Brown, PE  
Talcott Engineering Design  
President

pc: Joe Ruggiero, Owner/Client  
Jerry Canfield, Code Enforcement Officer  
Ross Solomon, Esq.



## Time Line for Orange Lake Construction

- 10/11/2001 A building permit was disapproved to construct a storage barn on a vacant lot. A Zoning Board of Appeals Variance will be required.
- 10/12/2001 The Zoning Board of Appeals sent you a disapproval letter regarding the above mention building permit application.
- 10/25/2001 An Order to Remedy (01-215) and a Stop Work Order was issued for building without a permit. These violations still exist.
- 10/04/2012 Complaint #12-204 reported.
- 10/05/2012 Complaint #12-204 inspection performed by BJL.
- 10/11/2012 Clearing and Grading application (Tracking #12-708) received.
- 10/23/2012 Clearing and Grading application disapproved. Letter sent.
- 04/10/2013 Appearance tickets created.
  - AT12-275 Constructed and occupying building without a building permit or Certificate of Occupancy.
  - AT12-276 Erected signs without a building permit.
  - AT12-277 Running a business in an R-3 zoning district.
  - AT12-280 Running a business in an R-3 zoning district.
  - AT12-281 Clearing and Grading.
- 04/16/2013 Appearance tickets served to Joseph Ruggiero.
- 06/03/2013 Clearing and Grading application forwarded to the Town of Newburgh Planning Board.
- 06/04/2013 Clearing and Grading application returned for Planning Board. Letter sent to Joseph Ruggiero stating Planning Board requirements to complete application.
- 06/17/2013 Court – Adjourned to 07/15/2013.
- 07/15/2013 Court – Adjourned to 08/12/2013.
- 11/18/2013 Court – Adjourned to 12/16/2013.
- 12/16/2013 Court – Adjourned to 01/27/2014.
- 01/27/2014 Court – Adjourned to 02/24/2014.
- 01/28/2014 @ 1:30 PM Meeting in office with Joseph Ruggiero, Gerald Canfield and myself. Mr. Ruggiero agreed that the businesses and signs (Consorti & Wood Shop) will be removed from the property by 06/01/2014.
- 02/24/2014 Court – Adjourned to 03/10/2014.
- 03/10/2014 Court – Adjourned to 06/30/2014.
- 06/01/2014 Agreement made on 01/28/2014 not kept.
- 06/30/2014 Court – Adjourned to 07/14/2014.
- 07/14/2014 Court – Adjourned to 09/22/2014.
- 09/22/2014 Court – Adjourned to 11/17/2014.

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- 10/23/2012 Clearing and Grading application disapproved. Letter sent.
- 04/10/2013 Appearance tickets created.
  - AT12-275 Constructed and occupying building without a building permit or Certificate of Occupancy.
  - AT12-276 Erected signs without a building permit.
  - AT12-277 Running a business in an R-3 zoning district.
  - AT12-280 Running a business in an R-3 zoning district.
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- 07/14/2014 Court – Adjourned to 09/22/2014.
- 09/22/2014 Court – Adjourned to 11/17/2014.

# Talcott Engineering DESIGN, PLLC

1 GARDNERTOWN ROAD ~ NEWBURGH, NY 12550  
(845) 569-8400\* ~ (fax) (845) 569-4583

January 13, 2015

Re: Lands of Orange County Lake Construction  
Union Ave. and Gardnertown Rd.  
SBL: 60-2-62  
Job No. 14084-OLC

To whom it may concern,

Please be advised that we will be holding an informal meeting at 6:00PM on Thursday January 29<sup>th</sup>, 2015 at the American Legion Hall (Post # 1420) located at 1169 Union Ave. to inform neighbors of a rezoning request currently before the Town Board for the above referenced 26.3 acre parcel, I will answer questions regarding the above at that time.

To request E-Mailed copies of the plan associated with this request, contact me at [talcottdesign12@gmail.com](mailto:talcottdesign12@gmail.com)

Respectfully yours,



Charles T. Brown, P.E. – President  
Talcott Engineering  
1 Gardnertown Rd., Newburgh NY 12550

# Talcott Engineering DESIGN, PLLC.

1 GARDNERTOWN ROAD \* NEWBURGH, NY 12550  
(845)-569-8400 \* (fax) (845)-569-4583

February 5, 2015

Gil Piaquadio  
Town Supervisor  
Newburgh Town Board  
1496 Route 300  
Newburgh, NY 12550

Re: Request for Zoning Change  
R-3 to B  
Orange Lake Construction  
S-B-L: 60-2-62  
Newburgh, NY  
Job #14084-OLC

Dear Mr. Piaquadio;

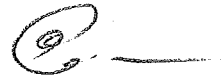
With respect to the above referenced parcel and per your request, attached please find the following;

- 1) The sign in sheet for the January 29, 2015 informal meeting.
- 2) The property owners list, to which notices were mailed.
- 3) The mailed notice.
- 4) The e mails requesting PDF's of plan (6 each).

I am tentatively setting the following informal meeting for Thursday, March 12, 2015.

If you have any questions, or need additional information, please call me.

Very truly yours,



Charles T Brown, PE  
Talcott Engineering Design  
President

pc: Joe Ruggiero, Owner/Client  
Tom Murphy, Esq. w/enc.



IF ORIGINATOR PROBLEM 1-29-15  
IS SOLVED

NAME	200'	YES	NO
Neary 1155 Union & Butler	✓	✓	
Wright		✓	
Mr & Mrs Lucia 1173 Union ave		✓	
MIKE THOMAS		✓	424 Commercial
ELLEN THOMAS		✓	

Moire — 200 FT Buffer —

— 200 FT Buffer RZ —



# Talcott Engineering DESIGN, PLLC.

1 GARDNERTOWN ROAD \* NEWBURGH, NY 12550  
(845)-569-8400 \* (fax) (845)-569-4583

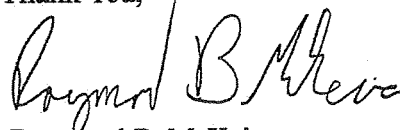
December 30, 2014

Town of Newburgh Assessors Office  
1496 Route 300  
Newburgh, NY 12550

RE: Orange Lake Construction  
Town Board/Zoning Change  
SBL 60-2-62  
Job #: 14084-OLC

We are requesting an assessors list of adjoining property owners within 500 feet of property 60-2-62.

Thank You,



Raymond B. McKeiver  
Talcott Engineering Design, PLLC

334600 38-1-12  
Gardnertown Methodist  
Church  
1191 Union Ave  
Newburgh NY 12550 ✓

334600 63-1-22.22  
LRW Inc  
1448 Route 300  
Newburgh NY 12550 ✓

334600 62-3-10  
Newburgh Township  
Post 1420  
P.O. Box 2742  
Newburgh NY 12550 ✓

334600 38-1-21.1  
Thomas, Michael P  
Thomas, Eileen P  
424 Gardnertown Rd  
Newburgh NY 12550 ✓

334600 62-3-1  
Gemma, Carmela Joy  
495 Gardnertown Rd  
Newburgh NY 12550 ✓

334600 62-1-16  
Sands, Rita P  
1178 Union Ave  
Newburgh NY 12550 ✓

334600 63-1-44.1  
Hoben, Charles R  
Hoben, Mary R  
1462 Rte 300  
Newburgh NY 12550 ✓

334600 62-1-14.2  
Smith, Ava J  
1172 Union Ave  
Newburgh NY 12550 ✓

334600 61-3-2  
Windsor Hill Realty Inc  
5020 Rte 9W  
Newburgh NY 12550 ✓

334600 62-3-14  
Negri, David  
Negri, Caterina  
1155 Union Ave  
Newburgh NY 12550 ✓

334600 64-2-1  
Little Brick House  
Properties Llc  
1229 Rte 300  
Newburgh NY 12550 ✓

334600 60-3-50  
Walden Federal Savings  
& Loan Association  
211 S Plank Rd  
Newburgh NY 12550 ✓

334600 64-1-3  
Olson, Daniel C  
Olson, Karen A  
1445 Route 300  
Newburgh NY 12550 ✓

334600 60-3-2  
South Plank Holdings, LLC  
5306 Route 9W  
Newburgh NY 12550 ✓

334600 60-3-3.2  
Newburgh Bus Lot, LLC  
56 West Church St  
Spring Valley NY 10977 ✓

334600 62-3-9  
Phillips, Lewis A  
Phillips, Frances E  
1173 Union Ave  
Newburgh NY 12550 ✓

334600 60-2-62  
Orange Lake Construction Corp  
501 Gardnertown Rd  
Newburgh NY 12550 ✓

334600 38-1-17  
Kuhn, Kathie J  
Kuhn, Robert A  
6 Fifth Ave  
Newburgh NY 12550 ✓

334600 63-1-22.1  
LRW Inc  
1448 Route 300  
Newburgh NY 12550 ✓

334600 62-3-15  
Bentley, Bryan P  
1153 Union Ave  
Newburgh NY 12550 ✓

334600 62-1-8  
Warden, Christopher T  
Warden, Dawn  
1463 Route 300  
Newburgh NY 12550 ✓

334600 64-2-2  
119 Old South Plank Rd. LLC  
30 Sycamore Dr  
Wallkill NY 12589 ✓

334600 61-1-20  
Weygant, Lucy R  
Gida, Joseph  
7 Gida Rd  
Newburgh NY 12550 ✓

334600 62-3-5  
Mieczkowski, Edward  
Mieczkowski, Leona  
9868 Glenmore Rd  
Taberg NY 13471 ✓

~~334600 68-1-28  
Hoben, Charles R  
Hoben, Mary R  
1462 Rte 300  
Newburgh NY 12550~~

334600 61-1-22  
Algonquin Supply Corp  
227 So Plank Rd  
Newburgh NY 12550 ✓

334600 64-1-1.1  
Kanewpo, LLC  
18 Kingwood Ln  
Poughkeepsie NY 12601 ✓

334600 62-3-4  
Johnson, James  
P.O. Box 7286  
Newburgh NY 12550 ✓

334600 60-2-7.11  
Yahweh's Assembly Newburgh  
91 Van ness St  
Newburgh NY 12550 ✓

334600 62-3-11  
Lok, Nesan  
Kyung, Wha  
1165 Union Ave  
Newburgh NY 12550 ✓

Town of Newburgh  
Office of the Assessor  
1496 Route 300  
Newburgh, NY 12550

Done 1/21/15  
18

SEC 60 BLK 2 LOT 62  
Pg. 1 of 4

334600 62-3-7  
Rourke, John T  
Ruckdeschel, Mary A  
1177 Union Ave  
Newburgh NY 12550

334600 63-1-27  
Mataraza, John Jr  
Mataraza, Paula  
1460 St Rte 300  
Newburgh NY 12550

334600 62-1-10.2  
O Leary, Patrick  
O Leary, Christine  
1156 Union Ave  
Newburgh NY 12550

334600 62-1-11.2  
Hurlburt, Dolores M  
Long, John  
1162 Union Ave  
Newburgh NY 12550

334600 62-3-16  
Kenny, Thomas  
Farkas-Kenny, Jeanine  
1151 Union Ave  
Newburgh NY 12550

334600 60-2-5.21  
CBPS Realty LLC  
208 S Plank Rd  
Newburgh NY 12550

334600 64-1-6.11  
Gregg Galati Enterprises LLC  
206 South Plank Rd  
Newburgh NY 12550

334600 63-1-26  
Warren, Lynn  
Warren, Elizabeth P  
18 North Fostertown Dr  
Newburgh NY 12550

334600 60-2-9  
Alfidi, Jane  
P.O. Box 788  
Plattekill NY 12568

334600 62-1-10.11  
Hall, Debbie M  
1158 Union Ave  
Newburgh NY 12550

334600 62-3-6  
Huebner, Nancy Cavin  
1181 Union Ave  
Newburgh NY 12550

334600 61-1-7  
Manley, James E Jr  
P.O. Box 7415  
Newburgh NY 12550

334600 38-1-14  
Gardnertown Methodist  
Church  
1191 Union Ave  
Newburgh NY 12550

334600 63-1-29  
Van Buren, Ryan J  
1464 Route 300  
Newburgh NY 12550

334600 62-1-9  
Seneca, Sandra L  
1154 Union Ave  
Newburgh NY 12550

334600 63-1-25  
Monnin, Lewis A  
1150 Union Ave  
Newburgh NY 12550

334600 60-2-8  
Lagoy, Nancy Schmid  
Lagoy, Richard  
1455 Route 300  
Newburgh NY 12550

334600 63-1-44.2  
Bailey, Stanley  
Bailey, Kareen  
774 E 233rd St  
Bronx NY 10466

334600 62-3-13  
Smieszek, Christian A  
Smieszek, Darlene B  
1161 Union Ave  
Newburgh NY 12550

334600 60-2-60  
Orange Lake Construction Corp  
501 Gardnertown Rd  
Newburgh NY 12550

334600 62-1-12  
Ramirez, Henry  
1166 Union Ave  
Newburgh NY 12550

334600 38-1-19  
Mcgrath, Kris Tina  
412 Gardnertown Rd  
Newburgh NY 12550

334600 62-1-15  
Nosek, John F  
Nosek, Benita A  
1174 Union Ave  
Newburgh NY 12550

334600 64-1-4  
Wagner, Steven  
Wagner, Karlene K  
1447 St Rte 300  
Newburgh NY 12550

334600 60-2-59  
Jimenez, Heidi L  
499 Gardnertown Rd  
Newburgh NY 12550

334600 61-1-11.1  
Little Britain LLC  
52 O'dell Cir  
Newburgh NY 12550

334600 38-1-15  
Kroll-Gallagher, Darlene  
41 Hickory Hill Rd  
Newburgh NY 12550

334600 61-1-14.1  
Alvarado, David  
Alvarado, Celina  
7 Gida Rd  
Newburgh NY 12550

334600 62-3-12  
Challes, Matthew  
Challes, Anne F  
1163 Union Ave  
Newburgh NY 12550

334600 62-3-3  
Gardnertown Cem Assoc  
21 Waring Rd  
Newburgh NY 12550

Done 11/15  
88

Town of Newburgh  
Office of the Assessor  
1496 Route 300  
Newburgh, NY 12550

SEC 60 BLK 2 LOT 62  
Pg. 2 of 4

334600 62-3-2  
Gemma, Nicholas  
Gemma, Carmella  
495 Gardnertown Rd  
Newburgh NY 12550

334600 62-1-14.1  
Lema, Segundo F  
1170 Union Ave  
Newburgh NY 12550

334600 ~~60-2-61~~  
Orange Lake Construction Corp  
501 Gardnertown Rd  
Newburgh NY 12550

334600 60-2-1  
Bruno, Mary E  
Bruno, Christopher A  
517 Gardnertown Rd  
Newburgh NY 12550

334600 38-1-20  
Martin, Horace G  
Martin, Beverly A  
420 Gardnertown Rd  
Newburgh NY 12550

334600 62-3-8  
Rourke, John T  
Ruckdeschel, Mary A  
1177 Union Ave  
Newburgh NY 12550

334600 38-1-24  
Kroll, Helen  
1195 Union Ave  
Newburgh NY 12550

334600 ~~61-3-4~~  
Windsor Hill Realty Inc  
5020 Rte 9W  
Newburgh NY 12550

334600 38-1-16  
Reid, Cole Hatchard  
Brewer, Barbara Ann  
398 Gardnertown Rd  
Newburgh NY 12550

334600 38-1-18  
Kuhn, Karen L  
Kuhn, Robert A  
410 Gardnertown Rd  
Newburgh NY 12550

334600 ~~61-3-3~~  
Windsor Hill Realty Inc  
5020 Rte 9W  
Newburgh NY 12550

334600 62-1-2  
Lachance, Raymond J  
Lachance, Gisela W  
453 Gardnertown Rd  
Newburgh NY 12550

334600 64-1-2  
J & B North Plank Road LLC  
19 Maidstone Dr  
Walden NY 12586

334600 60-2-7.2  
Jbd Inc  
1451 Rte 300  
Newburgh NY 12550

334600 38-1-1.22  
Kroll, Walter Jr  
1195 Union Ave  
Newburgh NY 12550

334600 62-1-1.2  
Raab, James E  
Raab, Adonna R  
1176 Union Ave  
Newburgh NY 12550

334600 ~~62-1-1.1~~  
Raab, James E  
Raab, Adonna R  
1176 Union Ave  
Newburgh NY 12550

334600 62-1-13  
Jackson, Charles W  
Jackson, Mable C  
1168 Union Ave  
Newburgh NY 12550

334600 61-1-19  
Ponesse Michelle  
Properties Llc  
6 Sommerset Dr  
Wallkill NY 12589

334600 60-2-5.1  
Sali H Llc  
228 So Plank Rd  
Newburgh NY 12550

334600 ~~61-1-18~~  
Ponesse, Michelle  
Properties Llc  
6 Sommerset Dr  
Wallkill NY 12589

334600 61-2-2.1  
Cass, Raymond Jr  
236 South Plank Rd  
Newburgh NY 12550

334600 61-1-21.2  
Gida, Joseph J Jr  
Gida, Patricia A  
6 Gida Rd  
Newburgh NY 12550

334600 61-1-6  
Mozo Properties, LLC  
43 Taft Ave  
Newburgh NY 12550

334600 61-3-1  
Windsor Hill Realty Inc  
5020 Rte 9W  
Newburgh NY 12550

334600 60-2-66  
Storage Stop Inc  
1613 Rte 300  
Newburgh NY 12550

334600 61-1-15  
The Really Big Corporation  
717 Broadway  
Newburgh NY 12550

334600 61-1-16  
223 South Plank Road Llc  
225 S Plank Rd  
Newburgh NY 12550

334600 61-1-3  
Pellegrino, Joseph F  
Pellegrino, Judith M  
17 Huff Rd  
Newburgh NY 12550

334600 ~~61-2-1~~  
Cass, Raymond J  
Cass, Sharon J  
236 So Plank Rd  
Newburgh NY 12550

Town of Newburgh  
Office of the Assessor  
1496 Route 300  
Newburgh, NY 12550

Done 11/15/15

SEC 60 BLK 2 LOT 62  
Pg. 3 of 4

334600 60-2-65  
Trinity Square, LLC  
P.O. Box 311  
Marlboro NY 12542

334600 61-1-4  
Marchie, James M  
241 S Plank Rd  
Newburgh NY 12550

334600 61-1-17  
Scotto, Robert  
Scotto, Kim  
221 S Plank Rd  
Newburgh NY 12550

334600 64-2-14.1  
300 & Plank, LLC  
30 Sycamore Dr  
Wallkill NY 12589

~~334600 60-3-1  
Newburgh Bus Lot, LLC  
56 West Church St  
Spring Valley NY 10977~~

334600 60-3-41.1  
NYS Dept of Transportation  
Albany NY 12201

334600 61-1-2.-1  
334600 61-1-2.-2  
Ronmike Park Inc.  
4930 Exeter Estate Ln  
Wellington, FL 33449

~~334600 61-1-5.-1  
334600 61-1-5.-2  
Mozo Properties, LLC  
43 Taft Ave  
Newburgh, NY 12550~~

*Done 11/15/15*  
*(signature)*

Town of Newburgh  
Office of the Assessor  
1496 Route 300  
Newburgh, NY 12550

SEC 60 BLK 2 LOT 62  
Pg. 4 of 4



A picture is worth a thousand words.

This is what happens in front of our home when we get heavy rain.

The Town Highway Department is very diligent about making sure the stream is cleared and running.

No you can see why we are so concerned about what takes place around us and drainage.

We hope to see you at the next meeting.

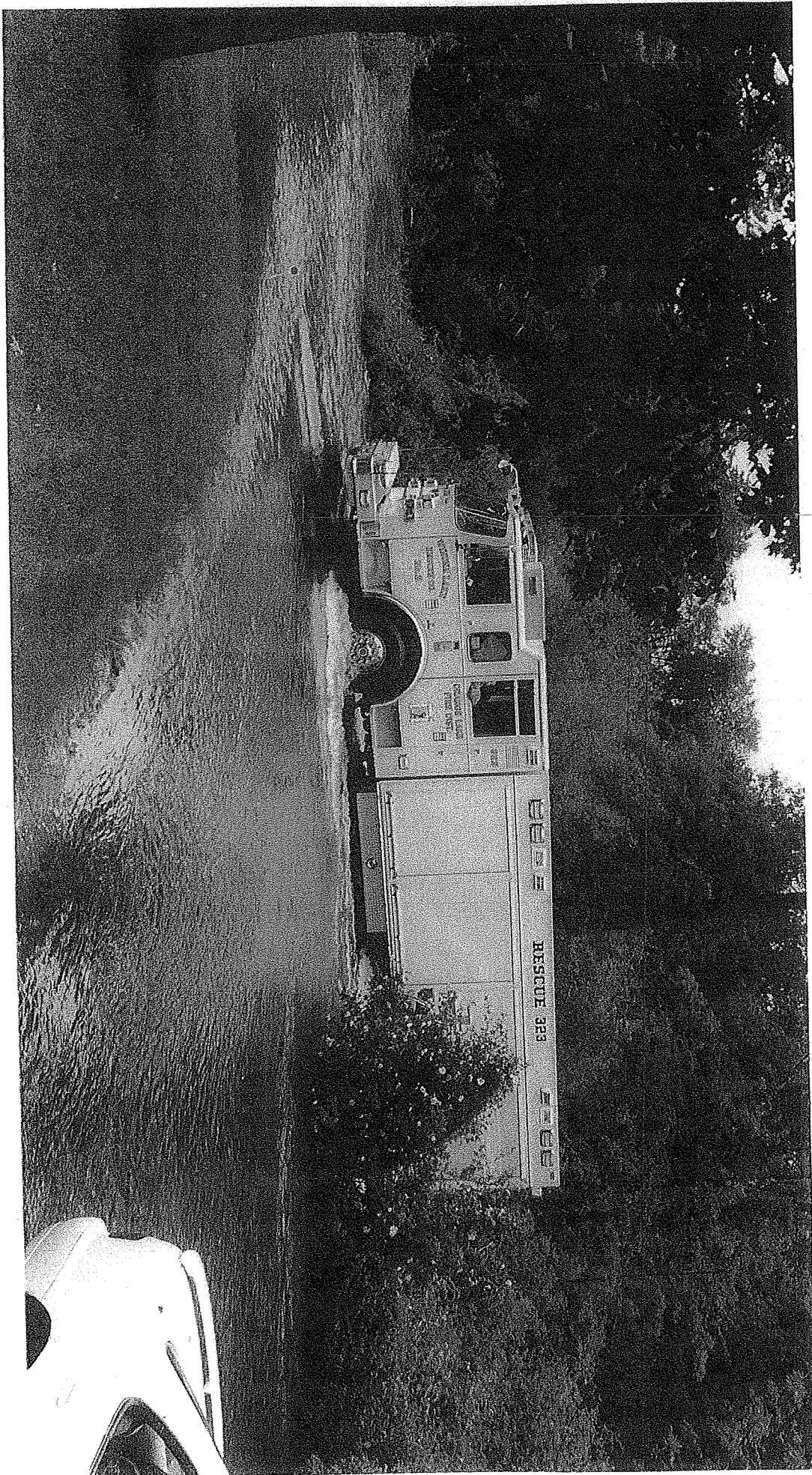
Thank you,

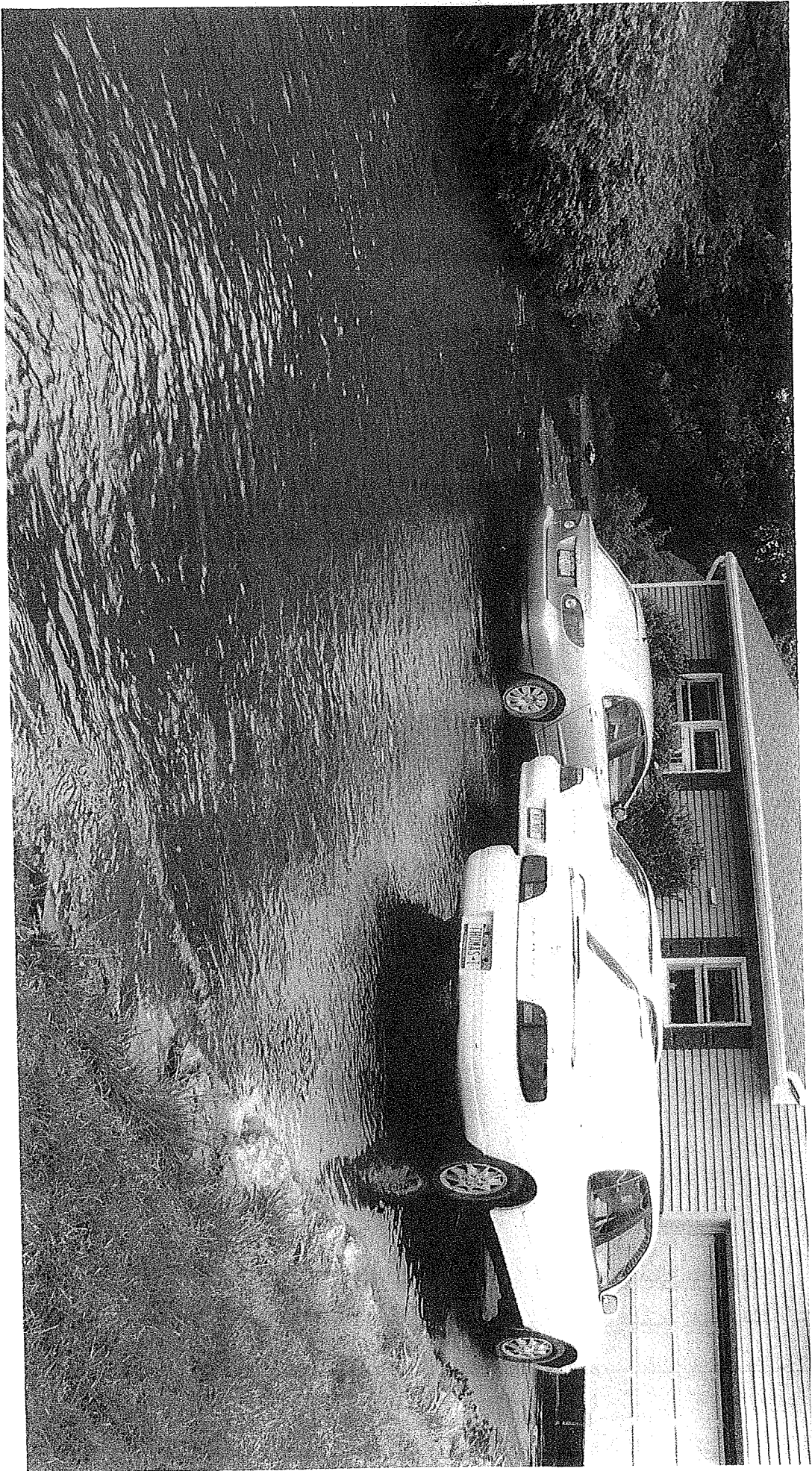
Mike and Eileen Thomas

424 Gardnertown Road

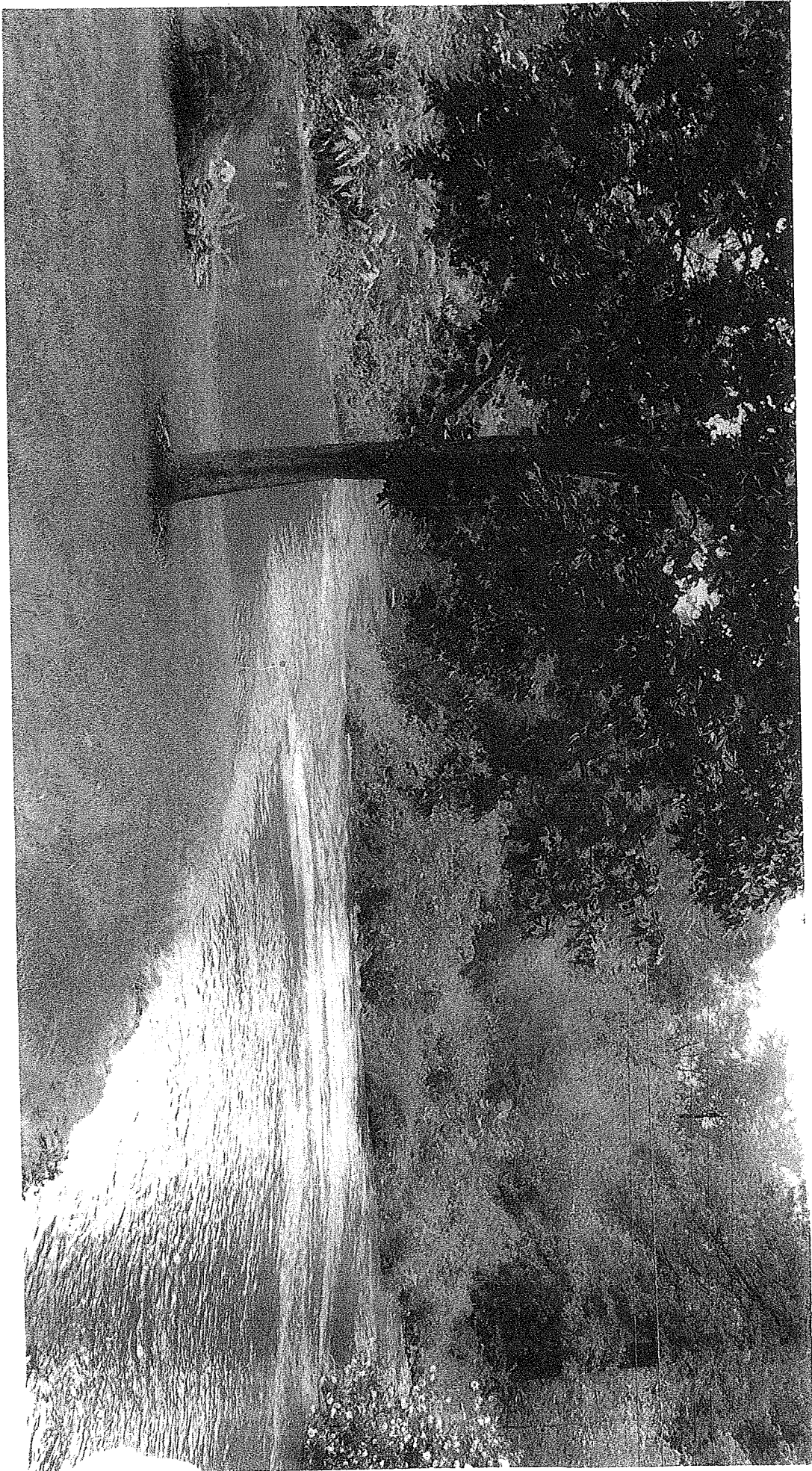
Newburgh, New York

845-564-3314













8

# TOWN OF NEWBURGH

1496 Rt 300  
Newburgh, New York 12550  
845-566-7785

DO NOT WRITE IN THIS BOX

DEPARTMENT \_\_\_\_\_

CLAIMANT'S NAME AND ADDRESS  
**MDW FELINE RESCUE**  
1323 Union Ave  
Newburgh, NY  
12550

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
<i>F94 Account</i>		
	Total	
Abstract #		

TERMS \_\_\_\_\_

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

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
6/1/15	1	Spay + Vaccinate	\$60	\$60
6/29/15	1	neuter + vaccinate	\$60	\$60
6/29/15	1	spay + vaccinate	\$60	\$60
6/29/15	1	spay + vaccinate	\$60	\$60
6/29/15	1	spay + vaccinate	\$60	\$60
6/11/15	1	spay + vaccinate	\$60	\$60
6/29/15	1	neuter + vaccinate	\$60	\$60
6/29/15	1	neuter + vaccinate	\$60	\$60
6/15/15	1	neuter + vaccinate	\$60	\$60
6/15/15	1	neuter + vaccinate	\$60	\$60
			<b>TOTAL</b>	<b>660</b>

Due

### CLAIMANT'S CERTIFICATION

I, \_\_\_\_\_ certify that the above account in the amount of \$ \_\_\_\_\_ 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.

7/9/15  
DATE

Margaret Walker  
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.

[Signature]  
Date \_\_\_\_\_ Authorized Official \_\_\_\_\_

### APPROVAL FOR PAYMENT

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

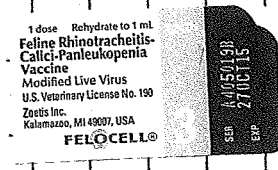
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_ Auditing Board \_\_\_\_\_

Black & white male

16 Years																				
15 Years																				
14 Years																				
13 Years																				
12 Years																				
11 Years																				
10 Years																				
9 Years																				
8 Years																				
7 Years																				
6 Years																				
5 Years																				
4 Years																				
3 Years																				
2 Years																				
1 Year																				
Months																				
Months																				
9 weeks																				
4 weeks																				
Weeks																				

Date Due  
Date Given

Herpesvirus	1 Dose - Rehydrate with liquid portion Feline Rhinotracheitis-Calici Vaccine, Modified Live Virus U.S. Vet License No. 213 Hasko Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01953-1	Exp. 19 SEP 16 Ser. 5964
Calicivirus	1 Dose - 0.2 ml Feline Panleukopenia Vaccine, Modified Live Virus U.S. Vet License No. 213 Hasko Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01952-1	Exp. 19 SEP 16 Ser. 5962
Panleukopenia		
Chlamydia		
Rabies		



**RABIES VACCINATION CERTIFICATE**  
NASPHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly

LAST M.D.W. FIRST Feline Rescue

NO. 1323 STREET Onion Ave CITY Newburgh STATE NY ZIP 12550

SPECIES  
 DOG  
 CAT  
 FERRET  
 OTHER (specify) \_\_\_\_\_

AGE MONTHS  YEARS

SEX MALE  FEMALE  NEUTERED

SIZE Under 20 lbs.  20 - 50 lbs.  Over 50 lbs.  3 lbs.

PREDOMINANT BREED D.S.H. PREDOMINANT COLORS/MARKINGS Black & white

ANIMAL CONTROL LICENSE  1 YR  3 YR  OTHER \_\_\_\_\_

DATE VACCINATED 6 15 15 MONTH/DAY/YEAR

PRODUCT NAME BIOR MANUFACTURER BIOR FIRST 3 LETTERS

1 YR USDA Licensed Vaccine  
 3 YR USDA Licensed Vaccine  
 Initial Dose  Booster Dose  
 VACCINE SERIAL (LOT) NUMBER 1213232A

VETERINARIAN'S NAME Eleanor Acworth LICENSE NUMBER 0010676

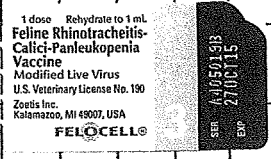
VETERINARIAN'S SIGNATURE Eleanor Acworth DVM ADDRESS P.O. Box 185 Warwick, NY 10990

Fecal exam  
Back

next shot 6/2 - 6/9  
6/23 6/30 6/22 - 6/29

Black & White male

6 Weeks	6/1/15	1 Dose - 0.2 ml Feline Panleukopenia Vaccine, Modified Live Virus	U.S. Vet License No. 213 Heska Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01952-1	Exp. 19 SEP 16 Ser. 5962
9 Weeks	5/13/15	1 Dose - Rehydrate with liquid portion Feline Rhinotracheitis-Calici Vaccine, Modified Live Virus	U.S. Vet License No. 213 Heska Corporation, Loveland, CO 80538 USA	Exp. 19 SEP 16 Ser. 5962
Months				
Months				
1 Year				
2 Years				
3 Years				
4 Years				
5 Years				
6 Years				
7 Years				
8 Years				
9 Years				
10 Years				
11 Years				
12 Years				
13 Years				
14 Years				
15 Years				
16 Years				



**RABIES VACCINATION CERTIFICATE**  
NASPHV FORM 51 (revised 2007)

Owner's Name & Address: **M.D.W. Feline Restraint**  
 Rabies Tag #: **20**  
 Microchip #: \_\_\_\_\_  
 Telephone #: **845-564-1658**  
 State: **N.Y.** ZIP: **12550**

NO. **1323** STREET: **Union Ave** CITY: **Newburgh**

SPECIES:  DOG,  CAT,  FERRET,  OTHER (specify) \_\_\_\_\_

AGE: MONTHS , YEARS  SIZE: Under 20 lbs. , 20 - 50 lbs. , Over 50 lbs.  PREDOMINANT BREED: **D.S.H.**

SEX: MALE , FEMALE , NEUTERED  ANIMAL NAME: **Black & White**

ANIMAL CONTROL LICENSE:  1 YR,  3 YR,  OTHER \_\_\_\_\_ VETERINARIAN'S NAME: **Deborah Acworth**

DATE VACCINATED: **6/15/15** MONTH/DAY/YEAR PRODUCT NAME: \_\_\_\_\_ LICENSE NUMBER: **001616**

MANUFACTURER: **BION** FIRST 3 LETTERS: \_\_\_\_\_ VETERINARIAN'S SIGNATURE: **Eleanor Acworth DVM**

NEXT VACCINATION DUE BY: **6/14/16** MONTH/DAY/YEAR 1 YR USDA Licensed Vaccine, 3 YR USDA Licensed Vaccine, 4 YR USDA Licensed Vaccine, Initial Dose , Booster Dose  ADDRESS: **Warwick, NY 10990**

VACCINE SERIAL (LOT) NUMBER: **1013030H**

5/10/15	Strongid	
5/30/15	"	

6/1/15	Neg for ardes & Spack	
6/1/15	Neg for ardes & Spack	
6/15/15	neutered	

next shot ~~6/22-6/29~~  
~~6/23-6/30~~

6/22-6/29



Male  
Medium Hair

June

	16 Weeks	9 Weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	
Date Due	5/13/15	6/3/15																			
Date Given																					
Herpesvirus																					
Calicivirus																					
Panleukopenia																					
Chlamydia																					
Rabies																					
Feline Leukemia																					

1 Dose - Rehydrate with liquid portion  
**Feline Rhinotracheitis-Calici Vaccine, Modified Live Virus**  
 U.S. Vet License No. 213  
 Hecla Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01953-1

1 Dose - 0.2 ml  
**Feline Panleukopenia Vaccine, Modified Live Virus**  
 U.S. Vet License No. 213  
 Hecla Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01952-1

Exp. 19 SEP 16 Sec. 5964

Exp. 19 SEP 16 Sec. 5965

1 dose Rehydrate to 1 ml  
**Feline Rhinotracheitis-Calici-Panleukopenia Vaccine Modified Live Virus**  
 U.S. Veterinary License No. 190  
 Zoetis Inc. Kalamazoo, MI 49007, USA

**FELICELL®**

SER. 44050130  
 EXP. 27 OCT 15

**PANLEUKOPENIA VACCINATION CERTIFICATE**  
 ASPHV FORM 51 (revised 2007)

Owner's Name & Address  
 M D W <sup>FIRST</sup> Feline Roseme <sup>LAST</sup>  
 1323 <sup>STREET</sup> Dillon Ave. <sup>CITY</sup> Newburgh <sup>STATE</sup> NY <sup>ZIP</sup> 12550

RABIES TAG # RO  
 TELEPHONE # 845 564 1658

SPECIES  
 G   
 T   
 RRET   
 HER   
 (specify)

AGE  
 MONTHS   
 YEARS

SEX  
 MALE   
 FEMALE   
 NEUTERED

SIZE  
 Under 20 lbs.   
 20 - 50 lbs.   
 Over 50 lbs.  31

PREDOMINANT BREED D.M.H.  
 ANIMAL NAME Tabby.

PREDOMINANT COLORS/MARKINGS Tabby.

IMMUNIZATION CONTROL LICENSE  1 YR  3 YR  OTHER

DATE VACCINATED 6 29 15  
 MONTH/DAY/YEAR

PRODUCT NAME  
 MANUFACTURER BOI  
 FIRST 3 LETTERS

1 YR USDA Licensed Vaccine  
 3 YR USDA Licensed Vaccine  
 4 YR USDA Licensed Vaccine  
 Initial Dose  Booster Dose  
123235A  
 VACCINE SERIAL (LOT) NUMBER

VETERINARIAN'S NAME Eleanor Acworth  
 LICENSE NUMBER 006076  
 VETERINARIAN'S SIGNATURE Eleanor Acworth DVM AT  
 ADDRESS P.O. Box 185  
Warwick, NY 10990

at Fecal  
exam

next shot 6/2-6/9  
6/24-7/10

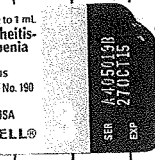
*Jigar Male*

6 Weeks	7 Weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	

Date Due

Date Given

Herpesvirus	1 Dose - 0.2 ml Feline Panleukopenia Vaccine, Modified Live Virus U.S. Vet License No. 213 Heska Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01952-1	Exp. 19 SEP 16 Ser. 5962
Calicivirus		
Panleukopenia	1 Dose - Rehydrate with liquid portion Feline Rhinotracheitis-Calici Vaccine, Modified Live Virus U.S. Vet License No. 213 Heska Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01952-1	Exp. 19 SEP 16 Ser. 5962
Chlamydia		
Rabies		



**RABIES VACCINATION CERTIFICATE**  
IASPHV FORM 51 (revised 2007)

Owner's Name & Address: M D W Feline Rose Union Ave. Newburgh STATE NY ZIP 12551

RABIES TAG # RD

MICROCHIP # \_\_\_\_\_

TELEPHONE # 845 564 1658

SPECIES:  DOG  CAT  FERRET  OTHER \_\_\_\_\_ (specify)

AGE: MONTHS  YEARS

SEX: MALE  FEMALE  NEUTERED

SIZE: Under 20 lbs.  20 - 50 lbs.  Over 50 lbs.

PREDOMINANT BREED: D.S.H.

PREDOMINANT COLORS/MARKINGS: Tabby

ANIMAL NAME: \_\_\_\_\_

NATIONAL CONTROL LICENSE:  1 YR  3 YR  OTHER \_\_\_\_\_

DATE VACCINATED: 6 29 15 MONTH/DAY/YEAR

PRODUCT NAME: \_\_\_\_\_

MANUFACTURER: BIO I FIRST 3 LETTERS

VETERINARIAN'S NAME: Eleanor Acworth

LICENSE NUMBER: 0016716

VETERINARIAN'S SIGNATURE: Eleanor Acworth DVM

ADDRESS: P.O. Box 185  
Warwick, NY 10990


Next shot ~~6/26~~ 6/26 - 7-2



male  
Digger

6 Weeks	7 Weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	
	6/30/15	6/15/15																		
Date Due																				
Date Given																				

**Herpesvirus**  
1 Dose - 0.2 ml  
Feline Panleukopenia  
Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Hecla Corporation, Loveland, CO  
80538 USA, 1-800-464-3752  
019524

**Calicivirus**  
1 Dose - Rehydrate with  
liquid portion  
Feline Rhinotracheitis-Calici  
Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Hecla Corporation, Loveland, CO  
80538 USA, 1-800-464-3752  
019524

**Panleukopenia**

**Chlamydia**



**RABIES VACCINATION CERTIFICATE**  
NASPHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly

LAST M D W FIRST Elaine Roseanne  
NO. 1323 STREET Union Ave CITY Newburgh STATE N.Y. ZIP 12550

SPECIES  
DOG   
CAT   
FERRET   
OTHER  (specify)

AGE MONTHS   
YEARS   
SEX MALE   
FEMALE   
NEUTERED

SIZE Under 20 lbs.   
20 - 50 lbs.   
Over 50 lbs.  2.9

RABIES TAG # R0

MICROCHIP #

TELEPHONE # 845 364 1658

PREDOMINANT BREED D.B.H.  
ANIMAL NAME  
PREDOMINANT COLORS/MARKINGS TIGER

DATE VACCINATED 6/29/15  
MONTH/DAY/YEAR

PRODUCT NAME  
MANUFACTURER BIO I  
FIRST 3 LETTERS  
1 YR USDA Licensed Vaccine  
3 YR USDA Licensed Vaccine  
4 YR USDA Licensed Vaccine  
 Initial Dose  Booster Dose  
VACCINE SERIAL (LOT) NUMBER 1013235A

VETERINARIAN'S NAME Eleanor Acworth

LICENSE NUMBER 006676

VETERINARIAN'S SIGNATURE Eleanor Acworth DVM CVT

ADDRESS P.O. Box 185  
Warwick, NY 10990

NEXT VACCINATION DUE BY 6/28/16  
MONTH/DAY/YEAR

6/30/15			

6/28/15	rabies shot		

next shot 6/28/16 7/1 = 78

*Jemelle  
Jegar*

	16 Years	
	15 Years	
	14 Years	
	13 Years	
	12 Years	
	11 Years	
	10 Years	
	9 Years	
	8 Years	
	7 Years	
	6 Years	
	5 Years	
	4 Years	
	3 Years	
	2 Years	
	1 Year	
Months		
Months		
9 Weeks		
9 Weeks		
9 Weeks		

Date Due  
Date Given

Herpesvirus  
Calicivirus  
Panleukopenia  
Chlamydia  
Rabies

1 Dose - 0.2 ml  
Feline Panleukopenia  
Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Hesko Corporation, Loveland, CO  
80538 USA, 1-800-464-3752  
01952-1

1 Dose - Rehydrate with  
liquid portion  
Feline Rhinotracheitis-Calici  
Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Hesko Corporation, Loveland, CO  
80538 USA, 1-800-464-3752  
01953-1

1 dose Rehydrate to 1 ml  
Feline Rhinotracheitis-  
Calici-Panleukopenia  
Vaccine  
Modified Live Virus  
U.S. Veterinary License No. 190  
Zotter's Inc.  
Kalamazoo, MI 49007, USA  
FELICELL®

SEP 16 9 16 AM '15  
SEP 16 9 16 AM '15

From this vial, store out-  
direct sunlight or a  
refrigerator not over  
5°F. Do not shake or  
invert. For complete  
directions, see  
package insert.

From this vial, store out-  
direct sunlight or a  
refrigerator not over  
5°F. Do not shake or  
invert. For complete  
directions, see  
package insert.



**RABIES VACCINATION CERTIFICATE**  
NASPHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly

LAST MDW FIRST Jemelle MIDDLE Roseanne  
NO. 1323 STREET Union Ave. CITY Newburgh STATE NY ZIP 12550

SPECIES  
DOG   
CAT   
FERRET   
OTHER  (specify)

AGE MONTHS  YEARS   
SEX MALE  FEMALE  NEUTERED

SIZE Under 20 lbs.   
20 - 50 lbs.   
Over 50 lbs.  2.6

PREDOMINANT BREED D.S.H. PREDOMINANT COLORS/MARKINGS TIGER  
ANIMAL NAME

ANIMAL CONTROL LICENSE  1 YR  3 YR  OTHER

DATE VACCINATED 6/29/15 MONTH/DAY/YEAR  
NEXT VACCINATION DUE BY 6/28/16 MONTH/DAY/YEAR

VETERINARIAN'S NAME Eleanor Acworth  
LICENSE NUMBER 0060676  
VETERINARIAN'S SIGNATURE Eleanor Acworth DVM  
P.O. BOX 185  
ADDRESS Warwick, NY 10990

MANUFACTURER BLAIZ FIRST 3 LETTERS  
1 YR USDA Licensed Vaccine  
3 YR USDA Licensed Vaccine  
4 YR USDA Licensed Vaccine  
 Initial Dose  Booster Dose  
VACCINE SERIAL (LOT) NUMBER 1213235A

Fecal  
tam

ak

next shot 6/10-6/17 7/2-7/09



*Jigar Male*

*June*

	6 Weeks	9 Weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	
Date Due	5/15/15	6/15/15																			
Date Given																					
Herpesvirus																					
Calicivirus																					
Panleukopenia																					
Chlamydia																					
Rabies																					

1 Dose - Rehydrate with liquid portion  
**Feline Rhinotracheitis-Calici Vaccine, Modified Live Virus**  
 U.S. Vet License No. 213  
 Heako Corporation, Loveland, CO 80538 USA, 1-800-464-3752

1 Dose - 0.2 ml  
**Feline Panleukopenia Vaccine, Modified Live Virus**  
 U.S. Vet License No. 213  
 Heako Corporation, Loveland, CO 80538 USA, 1-800-464-3752 019521

1 Dose Rehydrate to 1 ml  
**Feline Rhinotracheitis-Calici-Panleukopenia Vaccine Modified Live Virus**  
 U.S. Veterinary License No. 150  
 Zoetis Inc. Kalamazoo, MI 49007, USA

13875909  
 Exp. 19 SEP 16 Ser. 5964  
 Exp. 19 SEP 16 Ser. 5962

See enclosure. For application, consult your veterinarian. Do not use this vial.

13875909  
 Exp. 19 SEP 16 Ser. 5964  
 Exp. 19 SEP 16 Ser. 5962

**RABIES VACCINATION CERTIFICATE**  
 NASPHV FORM 51 (revised 2007)

RABIES TAG # Ro  
 MICROCHIP #  
 TELEPHONE #

Owner's Name & Address Print Clearly  
 LAST M D W FIRST Jillanne Residue  
 NO. 1323 STREET Union Ave CITY Newburgh STATE N.Y. ZIP 12550

SPECIES  
 DOG   
 CAT   
 FERRET   
 OTHER  (specify)

AGE MONTHS   
 YEARS

SEX MALE   
 FEMALE   
 NEUTERED

SIZE Under 20 lbs.   
 20 - 50 lbs.   
 Over 50 lbs.

PREDOMINANT BREED D.S.H.  
 ANIMAL NAME

PREDOMINANT COLORS/MARKINGS  
Tabby.

3.4

ANIMAL CONTROL LICENSE  1 YR  3 YR  OTHER

DATE VACCINATED 6 29 15  
 MONTH/DAY/YEAR

PRODUCT NAME  
 MANUFACTURER **BOIT**  
 FIRST 3 LETTERS

1 YR USDA Licensed Vaccine  
 3 YR USDA Licensed Vaccine  
 4 YR USDA Licensed Vaccine  
 Initial Dose  Booster Dose  
1213235A

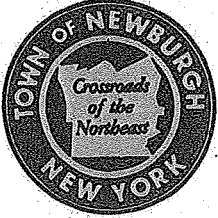
VACCINE SERIAL (LOT) NUMBER

VETERINARIAN'S NAME Eleanor Acworth  
 LICENSE NUMBER 006676  
Eleanor Acworth DVM at  
 VETERINARIAN'S SIGNATURE  
 P.O. Box 185  
 ADDRESS Warwick, NY 10990

t Fecal xam

next shot ~~6/2~~ - 6/9  
 6/20 - 6/30  
 6/24 - 7/1

9A



**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy  
Chief of Police

(845) 564-1100

June 15, 2015

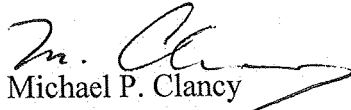
To: Town Board

From: Chief Michael P. Clancy

Subject: Payment of Annual Police Software Maintenance

I am requesting your authorization to pay the annual police software maintenance agreement of \$18,469.00 to Admit Computer Services Inc. The funds for this payment are included in the Police budget in account # 3010.497.

Respectfully Submitted:

  
Michael P. Clancy  
Chief of Police



**TOWN OF NEWBURGH**  
 300 GARDNERTOWN ROAD  
 NEWBURGH, NEW YORK 12550

**VOUCHER**

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
 NAME  
 AND  
 ADDRESS

**Admit Computer Services Inc.**  
 500 Bi-County Boulevard, Suite 122  
 Farmingdale, New York 11735

TERMS \_\_\_\_\_

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

DO NOT WRITE IN THIS BOX

Data Voucher Received		AMOUNT	VOUCHER NO.
FUND - APPROPRIATION			
<b>TOTAL</b>			
Abstract No.			

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

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
		Annual Software Maintenance (Support, Service & Upgrades)		
		TERM 8/1/15 - 7/31/16		
Impact		RMS: Records Management Systems		10,319.00
Impact		VCAD: Visual Computer Aided System		6,035.00
Impact		Photo		1,460.00
Impact		NYS Tracs Interface		655.00
(See Instructions on Reverse Side)				
			<b>TOTAL</b>	<b>18,469.00</b>

**CLAIMANT'S CERTIFICATION**

I, Joan Steink, certify that the above account in the amount of \$ 18,469.00 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.

6/9/15  
 DATE

Joan Steink  
 SIGNATURE

Accounting/HR 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.

DATE

AUTHORIZED OFFICIAL

**APPROVAL FOR PAYMENT**

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

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

# Admit Computer Services, Inc.

500 Bi-County Blvd.  
Suite 122  
Farmingdale, NY 11735

# Invoice

Date	Invoice #
6/8/2015	253501

Bill To
Town of Newburgh PD 300 Gardnertown Road Newburgh, NY 12550

Ship To
Town of Newburgh PD 300 Gardnertown Road Newburgh, NY 12550

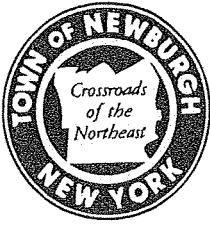


P.O. No.	Terms	Rep	Due Date
	Net 60	JW	8/1/2015

Item	Description	Qty	Rate	Amount
4-01A-MNT-000	Annual Software Maintenance (Support, Service, and Upgrades) TERM 8/1/815-7/31/16		0.00	0.00
4-02A-MNT-RMS	MNT - Annual Maintenance - IMPACT: RMS (Records Management System)		10,319.00	10,319.00
4-03A-MNT-CAD	MNT - Annual Maintenance - IMPACT: VCAD (Visual Computer Aided Dispatch)		6,035.00	6,035.00
4-05A-MNT-PHO	MNT - Annual Maintenance - IMPACT: Photo		1,460.00	1,460.00
4-07I-MNT-TRAC	MNT - Annual Maintenance - NYS TraCS Interface		655.00	655.00

<b>Please remit to above address. Thank You!</b>	Subtotal	\$18,469.00
	Sales Tax	\$0.00
	Total	\$18,469.00
	Payments/Credits	\$0.00
	<b>Balance Due</b>	<b>\$18,469.00</b>

Phone #	Fax #	E-mail	Web Site
631-249-1244	631-249-2049	jsteinle@impact-sys.com	www.admitcomputer.com



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

*Brandon*  
9B

PERSONNEL DEPT.

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

To: Supervisor Piaquadro  
Town Board  
Ron Clum, Town Accountant

From: Charlene M Black, Personnel

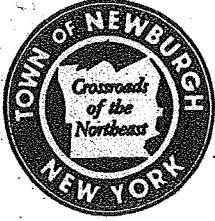
*CM*

Date: July 7, 2015

Re: Part time Police Officer

---

Please find attached an Employee Request form and a letter from Chief Clancy requesting the approval of a part time Police Officer. The candidate has completed his psychological and will need to have a physical, drug/alcohol testing, fingerprints and all his paperwork. He has been pre-approved by Human Resources in Orange County. If you would like to review his application, please come to my office and it will be available. Thank you in advance.



## **TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**Michael Clancy**  
**Police Chief**

**(845) 564-1100**

To: Town Board

From: Chief Michael Clancy

Subject: Request to fill P/T police officer position

Date: June 3, 2015

The Police Department currently has one (1) vacancy for a part-time police officer. I am requesting that the Board approve the filling of that position as soon as possible.

If the filling of the vacancy is approved, I have a candidate I'd like to propose. Mr. Raymond Nafey is a Town resident currently with NYPD and assigned to the Joint NYPD-FBI Task Force. He retires June 30<sup>th</sup>.

Mr. Nafey was interviewed a couple months ago and showed a strong desire to remain in police work in his home community after leaving NYPD. He scored very high on his recent psychological test and was classified as a "superior candidate" by the testing company. The Personnel Department needs to receive final approval from Orange County Civil Service and he would need to pass our physical exam and drug tests before he could start.

Thank you for your time and consideration. Please contact me if you have any questions.

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Raymond Nafey

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: P/T

HOURLY RATE: \$24<sup>00</sup>/hr

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3120.1

PROPOSED HIRE DATE: ~~July 2nd~~ 2015 8/6/15

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

Michael P. Chen  
DEPARTMENT HEAD SIGNATURE

6/3/15  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

53 West Cedar Street- Poughkeepsie- NY 12601

845-471-5520 or 1-800-NYCOMCO

WWW.NYCOMCO.COM

Lease No. 14700SLE01



**LEASE AGREEMENT**

New York Communications Company, Inc. as Lessor hereby agrees to lease to the undersigned as Lessee subject to the terms and conditions of the face and on the reverse side hereof, the following equipment:

NO. OF UNITS	MODEL	DESCRIPTION
8	MAHG-N8MXX	Existing M7100 EDACS control stations will all accessories
12	MAHM-S8RXX	Existing P5150 EDACS portables with all accessories
1	D2BHCX	Existing Orion LB mobile with all accessories
80	MAHG-N8MXX	Existing M7100 EDACS mobiles

Location of Equipment: Departments in the Town of Newburgh, 1496 Rt 300, Newburgh, NY 12550

The lease rate \$3,685.00 per month for 12 months for a period of one year(s) (called herein the lease term) commencing on the first day of the month following the date of installation of the equipment. Lessee agrees to pay an annual payment of forty-four thousand two hundred twenty dollars and no cents (\$ 44,220.00) for a period of one year(s) from the effective date of the contract. The first monthly payment shall be due on the first day of the new lease term and the succeeding month until all said number of monthly payments shall have been paid. In the event any payment remains unpaid for a period of sixty (60) days or more after becoming due, Lessor may declare Lessee to be in default by notice in writing, and Lessor may retake possession of any or all of the leased equipment with or without process of law, and without demand or further notice.

The Lessor will install the equipment after Lessor receives notice of FCC approval when applicable. Shipment shall be f.o.b. Lessor's plant, and Lessor shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to causes beyond its reasonable control or (2) to acts of God, acts of the Lessee, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of installation shall be extended for a period equal to the time lost by reason of the delay.

SIGNED: New York Communications Company Inc.

ADDRESS: 1496 Route 300  
Newburgh, NY 12550

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

BY:

Jenna Riess- Secretary  
Third Generation Owner

Effective Date: April 1, 2015  
End Date: March 31, 2016  
(To be filled in by NYCOMCO)

NAME: Newburgh Town Hall

**IT IS FURTHER AGREED BY THE PARTIES:**

(1) **ASSIGNMENT.** (a) The Lessor may assign the equity interest of (b) notify the Lessor of the name and mailing address of any party the equipment described in this lease to a bank or financial institution. having a right or interest in any motor vehicle not unconditionally owned The Lessor will continue to collect the monthly payments due under by the Lessee in which any of the equipment listed herein is installed; this lease and will continue to provide service and maintenance of the (c) at the expiration of this lease agreement, return to the Lessor in equipment for the Lessee. No obligation is imposed upon the bank or good condition except for normal wear and tear all leased equipment, financial institution to which the equity value of the equipment may be together with all parts and accessories added to or installed in the leased assigned to perform or fulfill any obligations of the Lessor under this equipment; lease. The Lessee acknowledges that any claim it may have under this (d) keep the label reading "Property of New York Communications lease shall be asserted against the Lessor only and not against an Company, Inc." affixed to all leased equipment at all times, and make assignee of the equity value of the equipment. . equipment available for Lessor's inspection at reasonable times upon

(b) The Lessee may not assign this lease or any right to or use of the equipment Lessor; described herein without the written consent of the Lessor first obtained. Notwithstanding an assignment, the Lessee will remain fully obligated under this lease unless specifically released by the Lessor and any person or company which takes over the rights or obligations under this lease will have all of the rights and will be obligated to keep all of the promises and agreements made herein.

(2) **DEFAULT.** If the Lessee be adjudicated a bankrupt or there is filed against it a petition under the bankruptcy laws, or if any insolvency proceedings is initiated by or against the Lessee, or if the equipment or any part thereof is encumbered, pledged, or attached, seized or taken under any judicial process, the Lessor or its assignee may at any time terminate this lease agreement and enter any premises or vehicles where the leased equipment may be located, without process of law, and remove all said equipment, without prejudice to any other rights or remedies of the lessor or its assignee.

(3) **SERVICE.** The performance of equipment and the liability of the Lessor under the service provision is contingent upon maintenance by a qualified communications technician, employed and certified by NYCOMCO. This maintenance is the liability of NYCOMCO and is included in the lease charges.

reasonable notice;

(e) be responsible during the lease term for loss or theft of all portable radios listed herein and maintain adequate insurance thereon payable to the Lessor and Lessee as their interests may appear;

(f) arrange for access by the Lessor or any person acting in its behalf to the location where the leased equipment is to be installed.

(4) **PATENT INDEMNITY.** The Lessor will defend any suit or proceeding brought against the Lessee so far as based on a claim that any leased equipment, or any part thereof, constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at the Lessor's expense) for the defense of same, and the Lessor shall pay all damages and costs awarded therein against the Lessee.

(7) **LIMITATION OF LIABILITY.** In no event shall the Lessor be liable for special or consequential damages. The Lessor's liability on any other claim for loss of liability, arising out of or connected with this lease, or the use of any equipment covered by this lease (including, but not limited to, loss or liability arising from breach of contract) shall in no case exceed the prorated total monthly payment then paid on the particular unit involved in the claim, except as provided in the paragraphs entitled "SERVICE" and "PATENTS".

(5) **OPTION TO RENEW.** The Lessee shall have the option to renew this lease agreement at a monthly payment to be determined at or before the expiration of the lease term, by written notice prior to expiration of the lease term by execution of a renewal form.

(6) **LESSEE'S OBLIGATIONS.** The Lessee shall

(a) keep the equipment described herein at the location designated and shall not move it elsewhere without prior written authorization from the

(8) **GOVERNMENT AUTHORIZATIONS.** Neither the Lessor nor any of its employees is an agent or representative of the Lessee and the Lessee is solely responsible for obtaining any required authorizations from the Federal Communications Commission and for compliance therewith. If this lease includes the furnishing of a tower and installation, the Lessee shall have the sole

11A



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

July 2, 2015

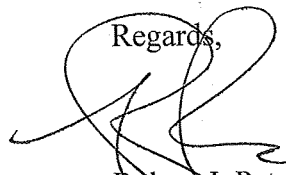
TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

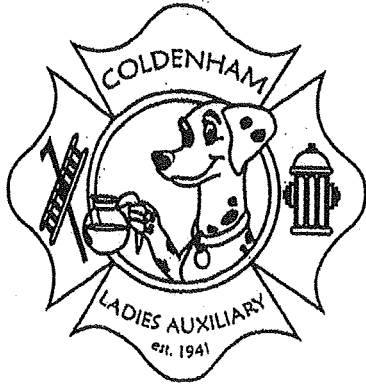
RE: Trolley Request

We are submitting for your approval the attached letter from the Coldenham Fire Company Ladies Auxiliary requesting the use of the trolley for the Montgomery Day Parade on Saturday, September 12th.

Thank you for your consideration.

Regards,  
  
Robert J. Petrillo  
Commissioner





COLDENHAM FIRE COMPANY INC.  
LADIES AUXILIARY  
511 Coldenham Road  
Walden, NY 12586  
(845) 564-0438

June 28, 2015

Newburgh Recreation Center  
c/o Commissioner Robert Petrillo  
311 Route 32,  
Newburgh, NY 12550

Dear Commissioner Petrillo:

I am the Captain of the Coldenham Fire Department Ladies Auxiliary. When our department held their 75<sup>th</sup> Anniversary Parade our organization borrowed a trolley from the Recreation Center. We also borrowed a trolley for Montgomery Day parade in 2009, 2010, 2011, 2012, 2013 and 2014..

We were wondering if we could once again borrow the trolley to use in the Montgomery Day Parade, September 12, 2015 ,line-up starting at 9:30 and step-off at 10:30. We have a number of ladies from our organization that would like to be in the parade but are unable to walk the distance. We have tried to acquire a trailer to decorate so that they could ride in the parade, but I haven't been able to.

Thanking you in advance for your time and consideration. Kindly let me know of your decision in this matter.

I can be reached at: Kathleen Gasperetti  
444 Coldenham Road,  
Walden, NY 12586  
845-564-7882

Sincerely,

Kathleen J. Gasperetti  
Captain,

Coldenham Fire Company Ladies Auxiliary

11B



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

July 9, 2015

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Payment Authorization Request

At this time we are requesting payment from the T-38 account for the following Community Day expenses.

A-1 Portable Toilets	\$ 945.00
LaMela's Sanitation	\$ 222.70
Noto's Italian Deli	\$ 163.28
Vinnie Farina Signs	\$ <u>180.00</u>
Total	\$ 1,510.98

The T-38 account has sufficient funds to cover these costs. Thank you for your consideration.

Regards,  
  
R. J. Petrillo  
Commissioner

Data Processing July 22, 2015 Agenda

Renewal of 40 Symantec licenses for Anti virus from FLC Equipment of Cornwall New York in the amount of \$ 1015.06 the renewal dates are August 2, 2015 to August 12, 2016

From the Computer Maintenance Account 001-1680.0497

A handwritten signature in black ink, enclosed within a large, hand-drawn oval. The signature is stylized and appears to consist of the letters 'J' and 'O'.



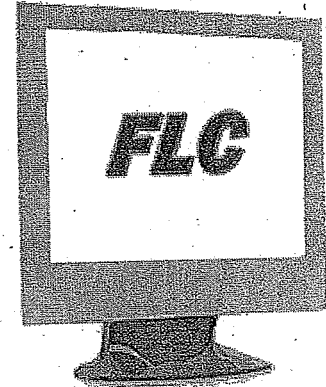
FLC Equipment and Supplies

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

# Invoice

Date	Invoice #
7/16/2015	2070

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



Cust P.O.	P.O. Number	Terms	Estimate
	1797	Per M/A terms	

Description	Quantity	Price Each	Amount
Symantec Endpoint Protection v. 12.1 - Essential Support (Renewal) - 1 User - 1 Year (August 2, 2015 - August 12, 2016)	40	25.3765	1,015.06

Thank you for your business!	<b>Total</b>	\$1,015.06
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,015.06

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.

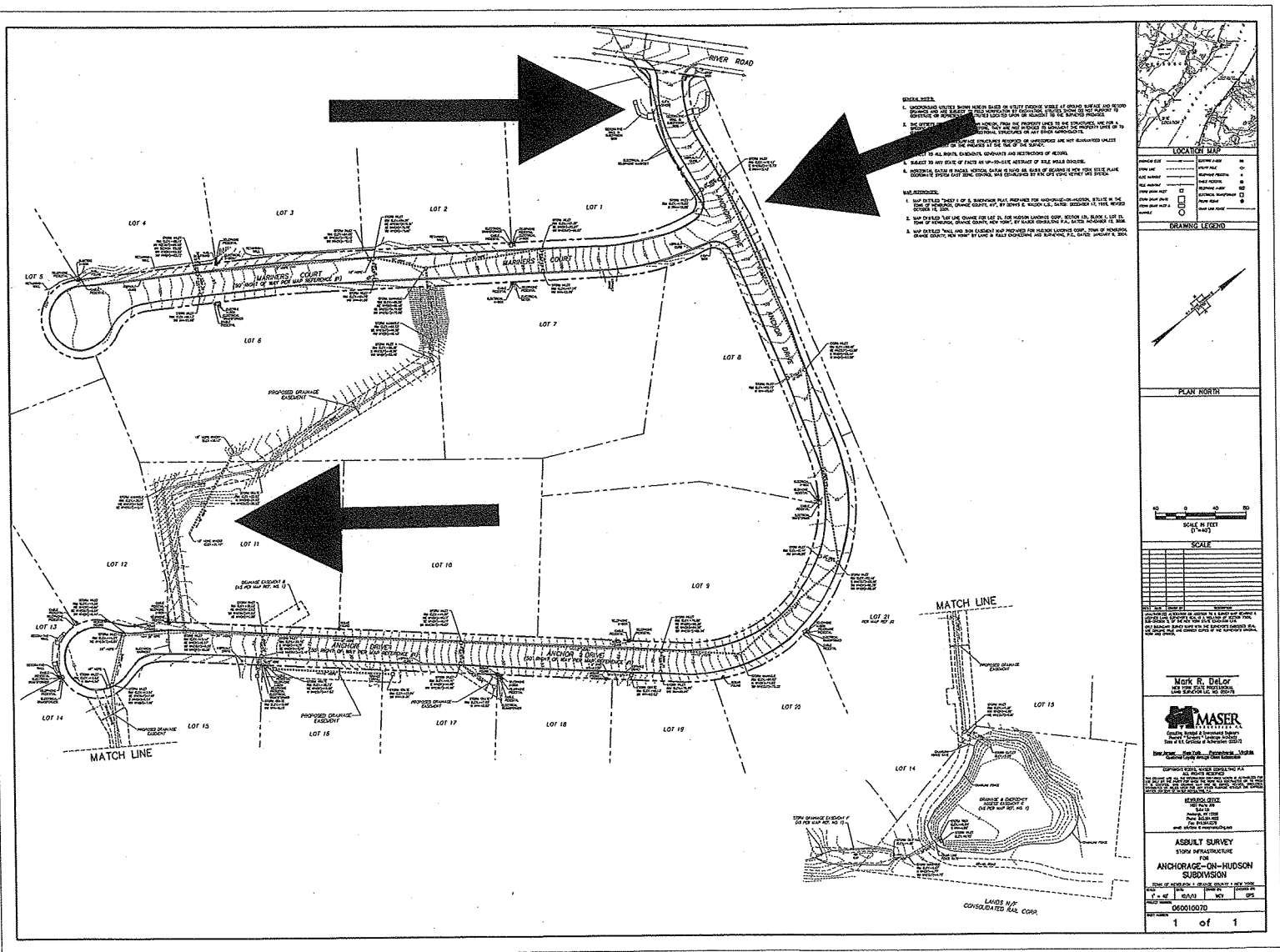
**July 22<sup>nd</sup> Agenda**

**A. Declaring surplus 1995 EZ Loader Trailer vin 1ZE1REV15TN001657 and  
16' Boston Whaler Boat W/50 HP Marine Outboard**

**B. Transferring trailer and boat back to Middlehope Fire Dept who gifted it to the Town of  
Newburgh originally**

**Gil Piaquadio**

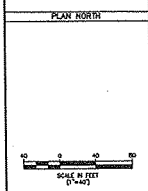
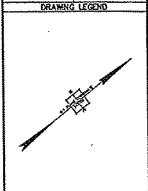
**Supervisor**



- NOTES:**
1. DIMENSIONS UNLESS OTHERWISE STATED ARE IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
  2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  3. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
  4. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
  5. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
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  19. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
  20. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
  21. DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.



DRAWING LEGEND	
[Symbol]	Lot Line
[Symbol]	Proposed Drainage Exhaust
[Symbol]	Storm Drainage Exhaust
[Symbol]	Match Line
[Symbol]	Property Line
[Symbol]	Right-of-Way
[Symbol]	Water
[Symbol]	Tree
[Symbol]	Spot Elevation
[Symbol]	Survey Point
[Symbol]	Survey Station
[Symbol]	Survey Line
[Symbol]	Survey Boundary
[Symbol]	Survey Area
[Symbol]	Survey Point
[Symbol]	Survey Station
[Symbol]	Survey Line
[Symbol]	Survey Boundary
[Symbol]	Survey Area



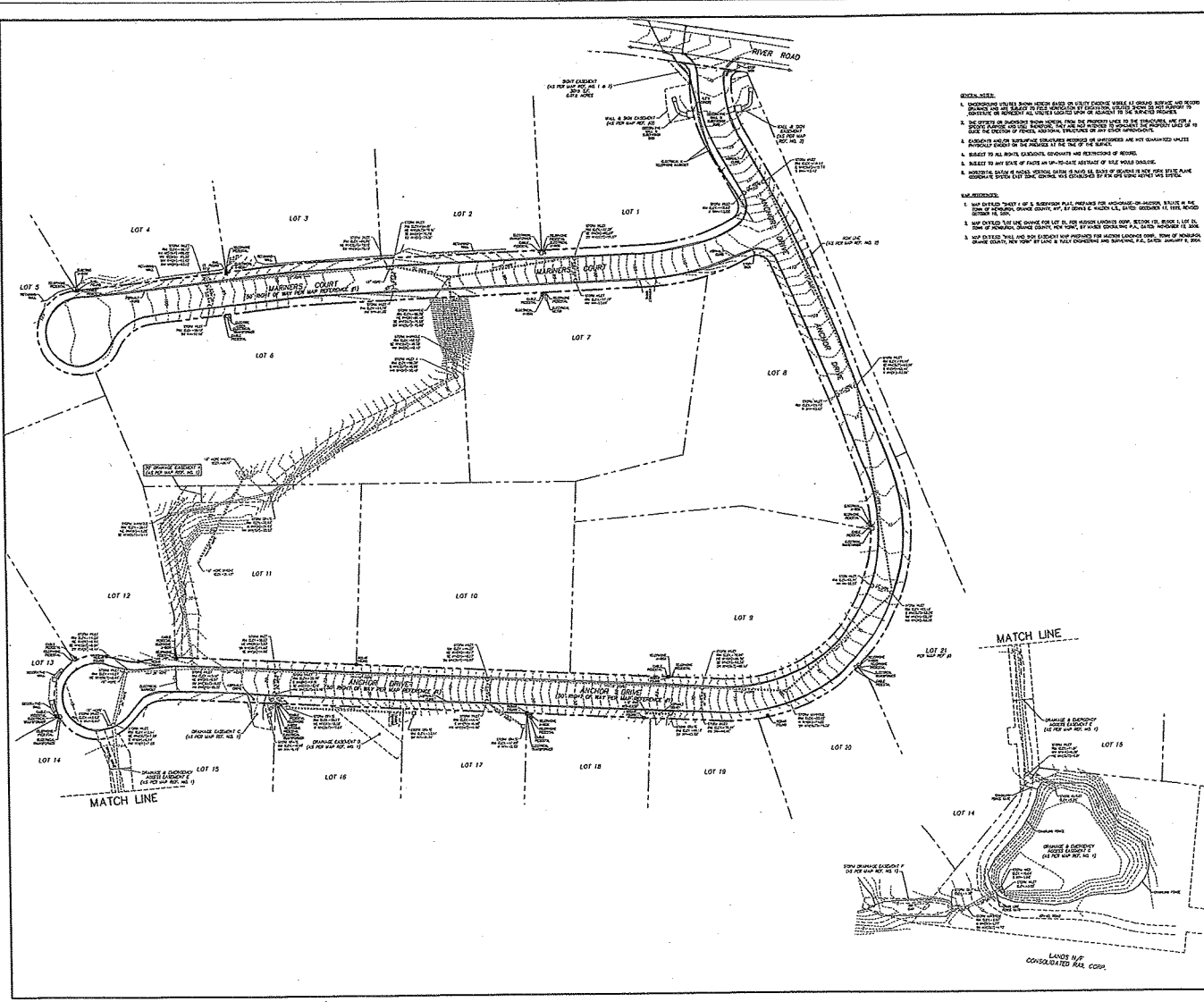
SCALE	
0	10
10	20
20	30
30	40

Mark R. DeLoe  
 MASA  
 100 West 42nd Street, New York, NY 10018  
 (212) 850-1000  
 FAX (212) 850-1001  
 WWW.MASASURVEYING.COM

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF NEW YORK  
 No. 123456789  
 EXPIRES 12/31/2010

ASSULT SURVEY  
 STORM INFRASTRUCTURE  
 FOR  
 ANCHORAGE-ON-HUDSON  
 SUBDIVISION

DATE OF SURVEY: 12/31/2009  
 DATE OF DRAWING: 12/31/2009  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: 060010070  
 SHEET NO.: 1 of 1

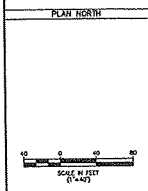
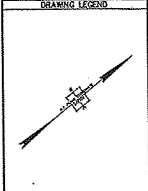


- GENERAL NOTES:**
1. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE LANDLORD AND THE LANDLORD'S INTEREST IN THE PROPERTY IS NOT GUARANTEED BY ANY OTHER PARTY.
  2. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE LANDLORD AND THE LANDLORD'S INTEREST IN THE PROPERTY IS NOT GUARANTEED BY ANY OTHER PARTY.
  3. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE LANDLORD AND THE LANDLORD'S INTEREST IN THE PROPERTY IS NOT GUARANTEED BY ANY OTHER PARTY.
  4. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE LANDLORD AND THE LANDLORD'S INTEREST IN THE PROPERTY IS NOT GUARANTEED BY ANY OTHER PARTY.
  5. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE LANDLORD AND THE LANDLORD'S INTEREST IN THE PROPERTY IS NOT GUARANTEED BY ANY OTHER PARTY.
- EXISTING DRIVEWAYS:**
1. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE LANDLORD AND THE LANDLORD'S INTEREST IN THE PROPERTY IS NOT GUARANTEED BY ANY OTHER PARTY.
  2. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE LANDLORD AND THE LANDLORD'S INTEREST IN THE PROPERTY IS NOT GUARANTEED BY ANY OTHER PARTY.
  3. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE LANDLORD AND THE LANDLORD'S INTEREST IN THE PROPERTY IS NOT GUARANTEED BY ANY OTHER PARTY.



**LOCATION MAP**

LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	LOT 8	LOT 9	LOT 10	LOT 11	LOT 12	LOT 13	LOT 14	LOT 15	LOT 16	LOT 17	LOT 18	LOT 19	LOT 20
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**SCALE**

Horizontal Scale	1" = 40'
Vertical Scale	1" = 40'

**Mark R. DeLor**  
L.S. REGISTERED PROFESSIONAL SURVEYOR

**MASER**  
SURVEYING & ENGINEERING, INC.

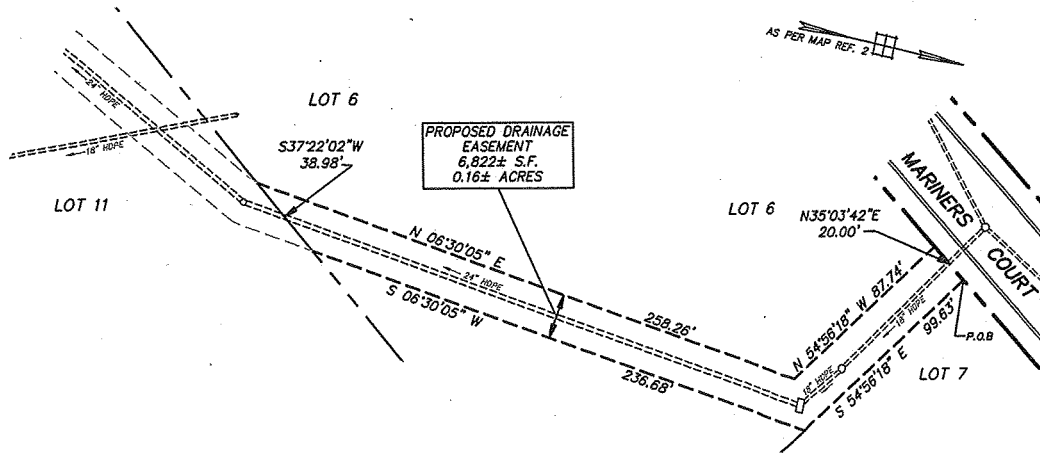
**ASBURY SURVEY**  
STAKE INFRASTRUCTURE  
FOR  
ANCHORAGE-ON-HUDSON  
SUBDIVISION

DATE OF SURVEY: 10/12/12  
PROJECT NO.: 06010070

1 of 1







PROPOSED DRAINAGE EASEMENT  
6,822± S.F.  
0.16± ACRES

**GENERAL NOTES:**

1. UNDERGROUND UTILITIES SHOWN HEREON BASED ON UTILITY EVIDENCE VISIBLE AT GROUND SURFACE AND RECORD DRAWINGS AND ARE SUBJECT TO FIELD VERIFICATION BY EXCAVATION. UTILITIES SHOWN DO NOT PURPORT TO CONSTITUTE OR REPRESENT ALL UTILITIES LOCATED UPON OR ADJACENT TO THE SURVEYED PREMISES.
2. THE OFFSETS OR DIMENSIONS SHOWN HEREON FROM THE PROPERTY LINES TO THE STRUCTURES, ARE FOR A SPECIFIC PURPOSE AND USE; THEREFORE, THEY ARE NOT INTENDED TO MONUMENT THE PROPERTY LINES OR TO GUIDE THE ERECTION OF FENCES, ADDITIONAL STRUCTURES OR ANY OTHER IMPROVEMENTS.
3. EASEMENTS AND/OR SUBSURFACE STRUCTURES RECORDED OR UNRECORDED ARE NOT GUARANTEED UNLESS PHYSICALLY EVIDENT ON THE PREMISES AT THE TIME OF THE SURVEY.
4. SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.
5. SUBJECT TO ANY STATE OF FACTS AN UP-TO-DATE ABSTRACT OF TITLE WOULD DISCLOSE.
6. THE HORIZONTAL POSITION OF THE HEREIN SURVEY IS BASED ON THE KEYNET RTK GPS NETWORK AND IS SUBJECT TO FURTHER ADJUSTMENT TO ANY LOCAL NGS BENCHMARKS. THE HORIZONTAL DATUM SHOWN HEREON IS RELATIVE TO NAD 1983 ADJUSTMENT

**LEGEND**

- DRAINAGE MANHOLE
- STORM INLET
- P.O.B POINT OF BEGINNING
- FOUND REBAR

**MAP REFERENCES**

1. MAP ENTITLED "SHEET 1 OF 5, SUBDIVISION PLAT, PREPARED FOR ANCHORAGE-ON-HUDSON, SITUATE IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NY, BY DENNIS E. WALDEN L.S., DATED: DECEMBER 17, 1999, REVISED OCTOBER 10, 2001.
2. MAP ENTITLED "ASBUILT SURVEY, STORM INFRASTRUCTURE FOR ANCHORAGE-ON-HUDSON SUBDIVISION", AS PREPARED BY MASER CONSULTING, P.A. AND DATED OCTOBER 1, 2012.



**NEWBURGH OFFICE**

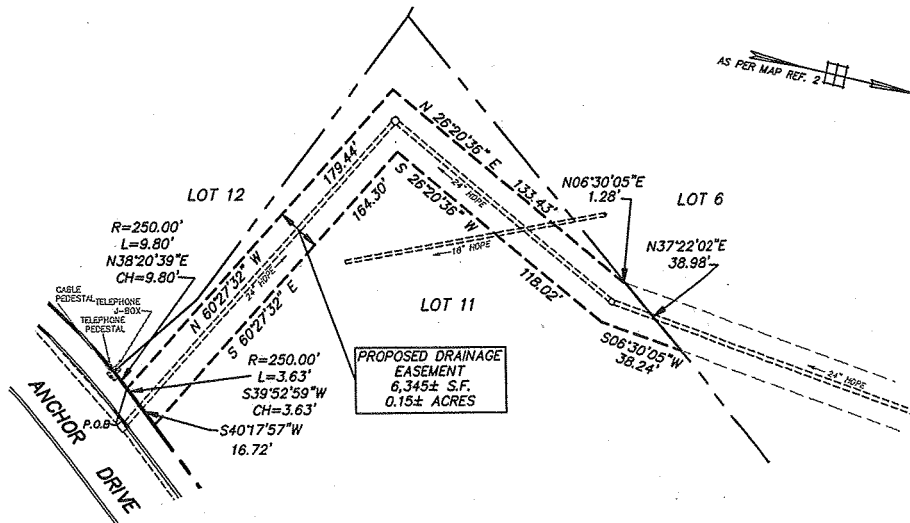
1607 Route 300  
Suite 101  
Newburgh, NY 12550  
Phone: 845.564.4995  
Fax: 845.564.0278

email: solutions @ maserconsulting.com

New Jersey New York Pennsylvania Virginia  
Customer Loyalty through Client Satisfaction

PLAN SHOWING  
PROPOSED DRAINAGE EASEMENT  
THROUGH LOT 6  
ANCHORAGE-ON-HUDSON SUBDIVISION  
TO BE GRANTED TO TOWN OF NEWBURGH  
TOWN OF NEWBURGH ORANGE COUNTY NEW YORK

FILE NUMBER	DATE
065010070	2/20/13
SCALE	LATEST REVISION
1"=50'	-
FILE NUMBER	DESIGN BY
-	DPS
SHEET NUMBER	
1 of 1	



**GENERAL NOTES:**

1. UNDERGROUND UTILITIES SHOWN HEREON BASED ON UTILITY EVIDENCE VISIBLE AT GROUND SURFACE AND RECORD DRAWINGS AND ARE SUBJECT TO FIELD VERIFICATION BY EXCAVATION. UTILITIES SHOWN DO NOT PURPORT TO CONSTITUTE OR REPRESENT ALL UTILITIES LOCATED UPON OR ADJACENT TO THE SURVEYED PREMISES.
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- LEGEND**
- DRAINAGE MANHOLE
  - STORM INLET
  - P.O.B POINT OF BEGINNING
  - FOUND REBAR

- MAP REFERENCES**
1. MAP ENTITLED "SHEET 1 OF 5, SUBDIVISION PLAT, PREPARED FOR ANCHORAGE-ON-HUDSON, SITUATE IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NY, BY DENNIS E. WALDEN L.S., DATED: DECEMBER 17, 1999, REVISED OCTOBER 10, 2001.
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**MASER CONSULTING, P.A.**  
 Consulting, Municipal & Environmental Engineers  
 Planning - Surveyors - Landscape Architects  
 State of N.Y. Certificate of Authorization: 000072

**NEWBURGH OFFICE**  
 1607 Route 300  
 Suite 101  
 Newburgh, NY 12550  
 Phone: 845.564.4995  
 Fax: 845.564.0278  
 email: solutions@maserconsulting.com

New Jersey New York Pennsylvania Virginia  
 Customer Loyalty through Client Satisfaction

PLAN SHOWING  
 PROPOSED DRAINAGE EASEMENT  
 THROUGH LOT 11  
**ANCHORAGE-ON-HUDSON SUBDIVISION**  
 TO BE GRANTED TO TOWN OF NEWBURGH  
 TOWN OF NEWBURGH ORANGE COUNTY NEW YORK

JOB NUMBER	DATE
060010070	2/20/13
SCALE	LATEST REVISION
1"=50'	-
PROJECT NUMBER	DESIGN BY
	DPS
SHEET NUMBER	
1 of 1	



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

**Exhibit A**  
**PROPOSED DRAINAGE EASEMENT**  
**THROUGH LOT 6**  
**TO BE GRANTED TO TOWN OF NEWBURGH**  
**TOWN OF NEWBURGH, COUNTY OF ORANGE, STATE OF NEW YORK**  
**AREA = 6,822 ± SQUARE FEET OF LAND**

All that certain tract, piece or parcel of land situate in the Town of Newburgh, County of Orange, State of New York as shown on a map entitled "Plan Showing Proposed Drainage Easement Through Lot 6 Anchorage-On-Hudson Subdivision to be granted to Town of Newburgh," as prepared by Maser Consulting, dated 2/20/13 and being more particularly bounded and described as follows:

BEGINNING at the point located in the division line between lot 7 to the east and lot 6 to the west in the south road boundary of Mariners Court as shown on certain map entitled "Sheet 1 of 5, Subdivision Plat, prepared for Anchorage-On-Hudson" by Dennis E. Walden L.S., dated December 17, 1999, revised October 10, 2001 and recorded as Map #216-02, filed in the Orange County Clerk's Office on October 17, 2002 ; thence along said division line South 54 deg. 56 min. 18 sec. East a distance of 99.63 feet to a point; thence continuing through Lot 6 South 06 deg. 30 min. 05 sec. West a distance of 236.68 feet to a point located in the division line between Lot 6 to the north and Lot 11 to the south; thence along said division line South 37 deg. 22 min. 02 sec. West a distance of 38.98 feet to a point; thence continuing through Lot 6 the following two (2) courses and distances:

1. North 06 deg. 30 min. 05 sec. East a distance of 258.26 feet to a point;
2. North 54 deg. 56 min. 18 sec. West a distance of 87.74 feet to a point

located in the south road boundary of Mariners Court; thence along the south road boundary of said road North 35 deg. 03 min. 42 sec. East 20.00 feet to a point or place of beginning and containing 6,822 ± square feet or 0.16 ± acres of land, more or less.

Mark R. DeLor P.L.S.



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

**Exhibit A**  
**PROPOSED DRAINAGE EASEMENT**  
**THROUGH LOT 11**  
**TO BE GRANTED TO TOWN OF NEWBURGH**  
**TOWN OF NEWBURGH, COUNTY OF ORANGE, STATE OF NEW YORK**  
**AREA = 6,345 ± SQUARE FEET OF LAND**

All that certain tract, piece or parcel of land situate in the Town of Newburgh, County of Orange, State of New York as shown on a map entitled "Plan Showing Proposed Drainage Easement Through Lot 11 Anchorage-On-Hudson Subdivision to be granted to Town of Newburgh," as prepared by Maser Consulting, dated 2/20/13 and being more particularly bounded and described as follows:

COMMENCING at a point located in the division line between lot 12 to the south and lot 11 to the west in the west road boundary of Anchor Drive as shown on certain map entitled "Sheet 1 of 5, Subdivision Plat, prepared for Anchorage-On-Hudson" by Dennis E. Walden L.S., dated December 17, 1999, revised October 10, 2001, and recorded as Map #216-02, filed in the Orange County Clerk's Office on October 17, 2002; thence along the west road boundary of Anchor Drive on a curve to the right with a radius of 250.00 feet an arc length of 9.80 feet; said curve containing a chord North 38 deg. 20 min. 39 sec. East and distance of 9.80 feet to a point of BEGINNING; thence continuing through Lot 11 the following three (3) courses and distances:

1. North 60 deg. 27 min. 32 sec. West a distance of 179.44 feet to a point;
2. North 26 deg. 20 min. 36 sec. East a distance of 133.43 feet to a point;
3. North 06 deg. 30 min. 05 sec. East a distance of 1.28 feet to a point

Located in the division line between Lot 11 to the south and Lot 6 to the north; thence along said division line North 37 deg. 22 min. 02 sec. East a distance of 38.98 feet to a point; thence continuing through Lot 11 the following three (3) courses and distances:

1. South 06 deg. 30 min. 05 sec. West a distance of 38.24 feet to a point;
2. South 26 deg. 20 min. 36 sec. West a distance of 118.02 feet to a point;
3. South 60 deg. 27 min. 32 sec. East a distance of 164.30 feet to a point

located in the west road boundary of Anchor Drive; thence along the west road boundary of Anchor Drive the following two (2) courses and distances:

1. South 40 deg. 17 min. 57 sec. West a distance of 16.72 feet to a point;
2. On a curve to the left with a radius of 250.00 feet an arc length of 3.63 feet; said curve containing a chord South 39 deg. 52 min. 59 sec. West and distance of 3.63 feet to a point

or place of beginning and containing 6,345 ± square feet or 0.15 ± acres of land, more or less.



Mark R. DeLor P.L.S.

MARINERS COURT  
(50' RIGHT OF WAY PER MAP REFERENCE #1)

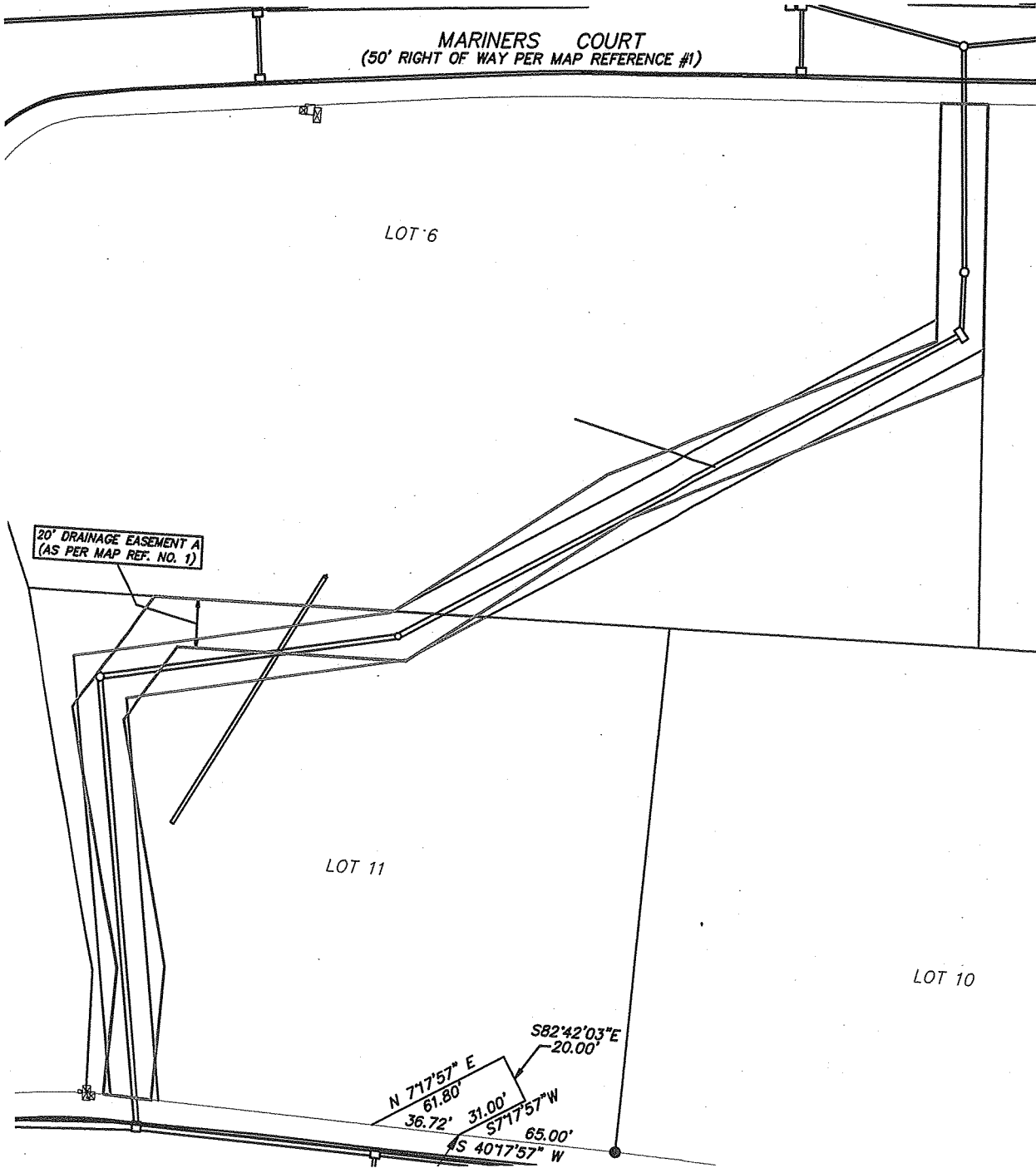
LOT 6

20' DRAINAGE EASEMENT A  
(AS PER MAP REF. NO. 1)

LOT 11

LOT 10

N 71°57' E 61.80'  
36.72' 31.00'  
S 40°17'57" W 65.00'  
S 82°42'03" E 20.00'  
57°17'57" W



ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

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

SECTION 121 BLOCK 1 LOT 171



Hudson Landings  
Corporation

RECORD AND RETURN TO:  
(name and address)

TO  
Hudson Landings  
Corp, Hillside Homes  
Develop, Cosimo + Maria  
1010 101st Ave

Joseph Saffroni, Esq.  
5031 Rt 9w  
Newburgh, ny 12550

THIS IS PAGE ONE OF THE RECORDING

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

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER R-obj

PROPERTY LOCATION

- 2089 BLOOMING GROVE (TN)
- 2801 WASHINGTONVILLE (VLG)
- 2289 CHESTER (TN)
- 2201 CHESTER (VLG)
- 2489 CORNWALL (TN)
- 2401 CORNWALL (VLG)
- 2600 CRAWFORD (TN)
- 2800 DEERPARK (TN)
- 3089 GOSHEN (TN)
- 3001 GOSHEN (VLG)
- 3093 FLORIDA (VLG)
- 3805 CHESTER (VLG)
- 3200 GREENVILLE (TN)
- 3489 HAMPTONBURGH (TN)
- 3401 MAYBROOK (VLG)
- 3689 HIGHLANDS (TN)
- 3901 HIGHLAND FALLS (VLG)
- 3889 MINISINK (TN)
- 3801 UNIONVILLE (VLG)
- 4089 MONROE (TN)
- 4001 MONROE (VLG)
- 4003 HARRIMAN (VLG)
- 4005 KRYAS JOEL (VLG)

- 4289 MONTGOMERY (TN)
- 4201 MAYBROOK (VLG)
- 4203 MONTGOMERY (VLG)
- 4205 WALDEN (VLG)
- 4489 MOUNT HOPE (TN)
- 4401 OTESVILLE (VLG)
- 4600 NEWBURGH (TN)
- 4800 NEW WINDSOR (TN)
- 5089 TUXEDO (TN)
- 5001 TUXEDO PARK (VLG)
- 5200 WALKKILL (TN)
- 5489 WARWICK (TN)
- 5401 FLORIDA (VLG)
- 5405 GREENWOOD LAKE (VLG)
- 5405 WARWICK (VLG)
- 5600 WAWAYANDA (TN)
- 5889 WOODBLURY (TN)
- 5801 HARRIMAN (VLG)

- CITIES
- 0900 MIDDLETOWN
  - 1100 NEWBURGH
  - 1300 PORT JERVIS
  - 9999 HOLD

NO PAGES 7 CROSS REF.  
CERT COPY ADD'L X-REF.  
MAP# PGS.

PAYMENT TYPE: CHECK   
CASH   
CHARGE   
NO FEE

Taxable  
CONSIDERATION \$  
TAX EXEMPT  
Taxable  
MORTGAGE AMT. \$  
DATE

MORTGAGE TAX TYPE:

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

*Donna L. Benson*  
DONNA L. BENSON  
ORANGE COUNTY CLERK

RECEIVED FROM: River City

RECORDED/FILED  
03/21/2005/ 07:00:00  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY

*Acc'd 1/14/05*

FILE # 20050030441  
RT NY / BK 11784 PG 0937  
RECORDING FEES \$1.00  
TTX# 008915 T TAX 0.00  
Receipt#294490 Jul\*



RCAST-33540

**ENTRANCE WALLS MAINTENANCE DECLARATION  
AND EASEMENT AGREEMENT**

This agreement made this 11<sup>th</sup> day of January, 2005 by HUDSON LANDINGS CORPORATION, 12550, hereinafter referred to as "HUDSON LANDINGS," a domestic corporation having an address of New York State Route 17K, Newburgh, New York, HILLSIDE HOMES & DEVELOPMENT CORPORATION, hereinafter referred to as "HILLSIDE," having an address of NYS Route 17K, Newburgh, New York, and COSIMO J. COLANDREA and MARIA J. COLANDREA, hereinafter referred to as "COLANDREA," having an address of P O Box 3257, Newburgh, New York; and

WHEREAS, "HUDSON LANDINGS" is the owner of certain premises located in the Town of Newburgh, County of Orange, State of New York, being designated as Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20 and 21, on a Subdivision map entitled, "Anchorage on the Hudson", filed in the office of the Orange County Clerk on October 17, 2002, Map No. 216-02; and

WHEREAS, "HILLSIDE HOMES & DEVELOPMENT CORPORATION" is the owner of certain premises located in the Town of Newburgh, County of Orange, State of New York, being designated as Lot 19, on a Subdivision map entitled, "Anchorage on the Hudson", filed in the office of the Orange County Clerk on October 17, 2002, Map No. 216-02; and

WHEREAS, "COLANDREA" is the owner of certain premises located in the Town of Newburgh, County of Orange, State of New York, being designated as Lots 8 and 9, on a Subdivision map entitled, "Anchorage on the Hudson", filed in the office of the Orange County Clerk on October 17, 2002, Map No. 216-02; and

WHEREAS, located on the lands of "HUDSON LANDINGS" at the entrance to the subdivision is an area more particularly bounded and described on Schedule A, Parcel 1 and Parcel 2, attached hereto and made a part hereof, on which land is to be constructed by Hudson Landings Corporation entry walls to the property; and

WHEREAS, "HUDSON LANDINGS", "HILLSIDE", and "COLANDREA" desire to establish an easement by this agreement for the lot owners to have the right for their

mutual benefit and convenience forever to maintain the entrance walls for the subdivision; and

WHEREAS, the owners of said properties will have an easement for purposes of maintaining the entrance walls located at the entrance of the subdivision on Schedule A, Parcel 1 and Parcel 2 and will provide for in this agreement the responsibilities of all lot owners to maintain the entrance walls; and

WHEREAS, it is in the best interest of the owners of the Lots to have a definition that sets forth the obligation to maintain the "Entrance Walls" and sets forth the financial obligation of said owners in connection with their respective contribution and payment of the same relative to maintenance and repair of said entrance walls; and

WHEREAS, it is the intent of "HUDSON LANDINGS", "HILLSIDE", and "COLANDREA" to record this agreement and to make the provisions of this agreement binding upon the present and future owners of Lots 1 through 12 and 14 through 21 on Subdivision Map No. 216-02;

NOW, THEREFORE, IT IS HEREBY DECLARED AS FOLLOWS:

1. The lot owners, their heirs, distributees, successors and assigns shall have the joint, equal and mutual right to maintain the "Entrance Walls" for their mutual convenience and benefit and shall have a joint easement for the maintenance of the entry walls in the area described in Schedule A, Parcel 1 and Parcel 2.
2. The cost of all maintenance of said "Entrance Walls" shall be shared equally as herein set forth.
3. The word "maintenance" shall be defined as all costs and expenses in connection with said "Entrance Walls" including the landscaping, electric service for landscape lighting, maintenance of walls, and any other items necessary as decreed by a majority vote of the lot owners as provided for herein..
4. The Lot owners shall share equally in the cost of maintenance of the "Entrance Walls".
5. On the Tuesday following Labor Day Monday, in every year, the owners shall meet to establish a budget and payment schedule for the coming year. Each lot owner shall pay his appropriate share within ten (10) days of the payment dates established by

a majority vote of the lot owners.

6. In the event that any lot owner shall fail to pay his or her share of the repair and maintenance charges within ten (10) days of the due date for the same, the lot owner shall be in default and shall be obligated to pay interest at the rate of twelve (12%) percent per annum on the unpaid charges, together with all expenses, including reasonable attorney's fees, incurred to collect same whether or not any legal proceeding is commenced. All sums payable pursuant to this Agreement shall constitute a lien affecting title to that lot.

7. All decisions for or maintenance of the "Entrance Walls" shall be made by a majority vote of the lot owners present who have received deeds. Proxies will not be acceptable. There shall be one vote per deed.

8. In addition to the foregoing, each lot owner agrees to indemnify and hold the other lot owners harmless from any and all liability for injury or damage when such injury or damage shall result from, arise out of, or be attributable to any maintenance pursuant to this agreement.

9. The lot owners shall in any and all deeds which they make bind the land so conveyed to pay its equal cost as provided herein of all future repairs, maintenance or improvement of said "Entrance Walls".

10. This Declaration shall be recorded; shall be deemed to be a covenant running with the land; and shall be binding upon all of the parties hereto and their heirs, distributees, successors and assigns.

Dated: January 11, 2005

HUDSON LANDINGS CORPORATION

  
BY: MICHAEL PEREZ, President

HILLSIDE HOMES & DEVELOPMENT CORP.

  
BY: MICHAEL PEREZ, President

**LANC & TULLY**  
ENGINEERING AND SURVEYING, P.C.

**DESCRIPTION**  
**WALL AND SIGN EASEMENT - ANCHOR DRIVE**  
**CORNWALL-ON-HUDSON**  
**TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK**

**JANUARY 12, 2004**

All that certain plot, piece, or parcel of land situate in the Town of Newburgh, County of Orange, State of New York, said lands being a wall and sign easement being more particularly bounded and described as follows:

Beginning at a point being the northerly corner of lands herein described, said point lying on the southwesterly line of lands now or formerly Maroney, being the northeasterly line of Anchor Drive as shown on a map entitled "Subdivision Plat Prepared for Anchorage-On-Hudson, Town of Newburgh, Orange County, New York", dated December 17, 1999, last revised October 10, 2001, filed in the Orange County Clerk's office on October 17, 2002 as Map No. 216-02, said point also being South 64°-09'-32" East, as per Filed Map No. 216-02, 3.65 feet from a point being the northerly corner of said Anchor Drive, the westerly corner of lands of said Maroney and lying on the southeasterly line of River Road; thence running along a portion of the southwesterly line of lands of said Maroney, being the northeasterly line of lands herein described (1) South 64°-09'-32" East, a distance of 40.46 feet to a point being the easterly corner of lands herein described; thence running through lands being a portion of Anchor Drive as shown on the previously mentioned map on the following three (3) courses and distances: (2) South 34°-29'-45" West, a distance of 31.70 feet to a point being the southerly corner of lands herein described; (3) on a curve to the right having a radius of 100.00 feet, an arc length of 40.49 feet, as defined by the chord North 49°-38'-42" West, 40.21 feet to a point being the westerly corner of lands herein described; and (4) North 34°-29'-45" East, a distance of 21.51 feet to the point or place of beginning; all as shown on a map entitled "Wall and Sign Easement Map Prepared for Hudson Landings Corp., Town of Newburgh, Orange County, New York", dated January 9, 2004 prepared by Lano & Tully Engineering and Surveying, P.C.

Containing: 0.026± acres.

Premises herein described being a portion of Anchor Drive as shown on the Tax Maps of the Town of Newburgh, Orange County, New York, dated 2003.

Premises herein described being a portion of the same premises as described in Liber 11018 of Deeds at Page 806, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any other easements, rights-of-way, covenants or restrictions of record.

sign-wall anchor drive.desc.doc

(845) 294-3700 • P.O. Box 687, Route 207, Goshen, N.Y. 10924 • FAX (845) 294-8609  
eng@lancatully.com

**LANC & TULLY**  
ENGINEERING AND SURVEYING, P.C.

**DESCRIPTION**  
**WALL AND SIGN EASEMENT - LOT NO. 1**  
**ANCHORAGE-ON-HUDSON**  
**TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK**

JANUARY 12, 2004

All that certain plot, piece, or parcel of land situate in the Town of Newburgh, County of Orange, State of New York, said lands being a wall and sign easement being more particularly bounded and described as follows:

Beginning at a point being the northerly corner of lands herein described, said point lying on the southwesterly line of Anchor Drive, being the northeasterly line of Lot No. 1 as shown on a map entitled "Subdivision Plat Prepared for Anchorage-On-Hudson, Town of Newburgh, Orange County, New York", dated December 17, 1999, last revised October 10, 2001, filed in the Orange County Clerk's office on October 17, 2002 as Map No. 216-02, said point also being on a curve to the right having a radius of 150.00 feet, an arc length of 22.40 feet, as defined by the chord South 79°-52'-48" East, as per Filed Map No. 216-02, 20.38 feet; thence on a curve to the left having a radius of 150.00 feet, an arc length of 10.00 feet, as defined by the chord South 39°-00'-12" East, 10.00 feet from a point being the northwesterly corner of said Anchor Drive and lying on the southeasterly line of River Road; thence running along the southwesterly line of said Anchor Drive, being the northeasterly line of lands herein described (1) on a curve to the left having a radius of 150.00 feet, an arc length of 40.22 feet, as defined by the chord South 48°-35'-37" East, 40.10 feet to a point being the easterly corner of lands herein described; thence running through said Lot No 1 as shown on the previously mentioned map on the following three (3) courses and distances: (2) South 37°-27'-29" West, a distance of 30.05 feet to a point being the southerly corner of lands herein described; (3) on a curve to the right having a radius of 180.00 feet, an arc length of 40.15 feet, as defined by the chord North 49°-15'-42" West, 40.07 feet to a point being the westerly corner of lands herein described; and (4) North 37°-27'-29" East, a distance of 30.52 feet to the point or place of beginning; all as shown on a map entitled "Wall and Sign Easement Map Prepared for Hudson Landings Corp., Town of Newburgh, Orange County, New York", dated January 9, 2004 prepared by Lanc & Tully Engineering and Surveying, P.C.

Containing: 0.028± acres.

Premises herein described being a portion of Tax Map Lot No. 1, in Block 1, within Section 121, as shown on the Tax Maps of the Town of Newburgh, Orange County, New York, dated 2003.

Premises herein described being a portion of the same premises as described in Liber 11018 of Deeds at Page 806, as filed in the Orange County Clerk's Office.

Premises herein described being subject to any other easements, rights-of-way, covenants or restrictions of record.

sign-wall anchorage.desc.doc

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FAX (845) 294-8609

eng@lancully.com

TOTAL P. 03

**Owner's Policy  
Schedule B**

Number: **HN 51234**

Policy Number: **3830896**

The following are expressly excluded from coverage of Policy, and the Company will not pay loss or damage costs, attorneys' fees, or expenses which arise by reason of:

1. Zoning Restrictions or Ordinances Imposed by any Governmental Body.
2. Rights, if any, in favor of an electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
3. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain, and repair the same, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
4. The exact acreage of the premises herein are not insured.
5. 2014 State, County and Town Taxes are excepted.
6. 2014/15 School Taxes are excepted.
7. Mortgage recorded in Liber 11018 mp 847 assigned by assignment to Liber 11018 mp 870 modified by Liber 12061 at page 1183 last held of record by Walden Federal Savings and Loan Association.
8. Mortgage recorded in Liber 13067 mp 1107, last held of record by Walden Federal Savings and Loan Association.
9. Grants, Easements, Rights of Way: Liber 11311 page 1471
10. Any state of facts a survey of the premises described in Schedule "A" would disclose.
11. Subject to notes and conditions on filed map #216-02
12. Subject to Declaration of Covenants, Easements and Restrictions in Liber 6078 page 7.
13. Subject to Drainage and Emergency Access Easement crossing Lot 2 as in Liber 6078 page 22 including charges imposed therein.
14. Subject to Declaration of Restrictive Covenants in Liber 11340 page 1585.
15. Subject to Entrance Walls Maintenance Declaration and Easement Agreement in Liber 11784 page 937 including charges imposed therein.
16. Subject to Sight and View Easement in Liber 12234 page 446.
17. Subject to rights and easements, if any, acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein, and in, to and over the street adjacent thereto.

Continued On Next Page

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

**MEMORANDUM**

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

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

**DATE:** July 17, 2015

**RE:** PB \ BRIGHTON GREEN

Based on the completion of punch list work associated with the private roads of the above referenced project, I am recommending release of the following performance security:

International Fidelity Insurance Company  
Site Improvement Performance Bond No. 504671  
dated 1 October 2009 in the amount of \$262,637.

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

JWO/id

Attachment

cc: T. DePew, Hwy. Supt.