

TOWN COUNCIL MEETING  
PUBLIC MEETING AGENDA

Tuesday, September 8, 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. REPORTS FROM DEPARTMENT HEADS
7. BUILDINGS AND GROUNDS: Paving of Town Hall Parking Lot
8. ANIMAL CONTROL: T-94 Account
9. STREET LIGHTING: Two Street Lights on Dogwood Hills Road
10. TOWN JUSTICE COURT:
  - A. Bail Accounts
  - B. Hiring of Two Court Officers
11. IDA: Hampton Inn
12. DATA PROCESSING: Purchase of Maintenance Hours
13. RESOLUTIONS:
  - A. To Schedule Public Hearing on Tax Cap Levy Override Local Law
  - B. County Assessment Services
14. ROAD DEDICATIONS:
  - A. Meadow Winds
  - B. River Road Existing Buckeye Terminal Frontage
15. ENGINEERING:
  - A. Approval of Tank Inspection Proposals
  - B. Resolution for Clean Water Infrastructure Improvement Grant Application
16. FLEET MAINTENANCE: Lighting Bid
17. DEPARTMENT OF PUBLIC WORKS: Award of Materials and Supplies Bid
18. ANNOUNCEMENTS
19. PUBLIC COMMENTS
20. POSSIBILITY OF EXECUTIVE SESSION: Litigation—Roseton Hills Rate Change
21. ADJOURNMENT

May 7, 2015.

Town of Newburgh DPW  
90 Gardnertown Road  
Newburgh, NY 12550

Re: Parking Lot Paving

Dear Todd:

As requested we are submitting a quotation for the paving work to be undertaken on various parking lot within the town.

The below prices are based on the 2015 Orange County Non-Highway Paving Contract.

After the parking lots have been prepped by others we will apply tack and pave 1 1/2" of 12.5mm Top for:

Code Compliance - 220 ton @ \$76.13 per ton, estimated total \$16,748.60  
105 gallons tack @ \$7.00 per gallon, total \$735.00

Police Dept. - 90 ton @ \$76.13 per ton, estimated total \$6851.70  
40 gallons tack @ \$7.00 per gallon, total \$280.00

Town Hall - 220 ton @ \$76.13 per ton, estimated total \$16,748.60  
105 gallons tack @ \$7.00 per gallon, total \$735.00

> 17,483.60

Behind Police Dept. - 280 ton @ \$76.13 per ton, estimated total \$21,316.40  
145 gallons tack @ \$7.00 per gallon, total \$1015.00

If you have any questions please do not hesitate to contact us at the above address.

Very truly yours,



William Leo Jr.



To: Town Board

From: Chantel Haight, Animal Control Supervisor *ch*

Date: August 21, 2015

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

I am requesting authorization to use the T-94 account to pay for veterinary services from Newburgh Veterinary Hospital for the months of June and July totaling 3165.23.

Feline \$1928.94

Canine \$1236.29

Attached please find the bills.

Thank you.

Cc: Accounting

# TOWN OF NEWBURGH

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

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

TERMS

Net 30 Days

DO NOT WRITE IN THIS BOX

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

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

*Feline*

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
6/26/15	603362			91.67
6/29/15	603510		101.70	<del>162.40</del>
6/29/15	603523		101.70	<del>162.40</del>
7/2/15	603763			217.30
7/13/15	604606		743.67	<del>905.02</del>
7/20/15	605229			320.10
7/23/15	605470			353.40
			<b>TOTAL</b>	<del>2212.29</del>

1928-94

### CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 2212.29 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.

7/29/15  
DATE

Dora M Cast  
SIGNATURE

Bookkeeper  
TITLE

(Space below for municipal use)

### DEPARTMENT APPROVAL

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

### APPROVAL FOR PAYMENT

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

Newburgh Veterinary Hospital  
1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 07-29-15 at 11:22a  
**Date:** 06-26-15  
**Account:** 4417  
**Invoice:** 603362

Date	For	Qty	Description	Price	Discount	Net Price
06-23-15	D-Swizzle	1	Lab Results Normal			0.00
06-24-15	LBJ	1	CONSULT / EXAM - Sick	59.50	29.75	29.75 ** ✓
06-24-15		1	Pet Insurance Review			0.00
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans						
06-24-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15 ** ✓
06-24-15		0.04	Ampicillin Inject in hosp	30.05	15.03	15.02 ** ✓
06-24-15		1	SUBCUTANEOUS FLUIDS INJEC	49.50	24.75	24.75 ** ✓
06-24-15		1	Clavamox Drops #198955	38.00	19.00	19.00 ** ✓
Total charges, this invoice...						91.67
**Total discount included: 91.68						

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

Reminders for: <b>D-Swizzle</b> (Weight: 4.3 lbs - 19y)	Last done
06/16	Consultation/Exam- Bi-annual
12/15	Rabies/Purevax Feline 1yr
12/15	FECAL EXAM

**D-Swizzle's weight history (in lbs)**

06-19-15      4.30

LIKE US ON FACEBOOK.COM!

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

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

**Printed:** 07-29-15 at 11:21a  
**Date:** 06-29-15  
**Account:** 4417  
**Invoice:** 603510

Date	For	Qty	Description	Price	Discount	Net Price
06-29-15	Maggot Cat	1	CONSULT / EXAM - Sick	59.50	29.75	29.75 ** ✓
06-29-15		1	Pet Insurance Review			0.00
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans						
06-29-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15 ** ✓
06-29-15		1	Euthanasia <30#	139.50	69.75	69.75 ** ✓
06-29-15		1	Body Care Feline/Exotic	119.50	59.75	59.75 ** ✓

Total charges, this invoice...

\*\*Total discount included: 162.40

101.45 ~~162.40~~ 68.52  
68.50

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

LIKE US ON FACEBOOK.COM!

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

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

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

**Printed:** 07-29-15 at 11:12a  
**Date:** 06-29-15  
**Account:** 4417  
**Invoice:** 603523

Date	For	Qty	Description	Price	Discount	Net Price
06-27-15	Grey Tabby 6/27	1	CONSULT / EXAM - Sick	59.50	29.75	29.75 **
06-27-15		1	Pet Insurance Review			0.00
	Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans					
06-27-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15 **
06-27-15		1	Euthanasia <30#	139.50	69.75	69.75 **
06-27-15		1	Body Care Feline/Exotic #199174	119.50	59.75	59.75 **

Total charges, this invoice...

\*\*Total discount included: 162.40

64.50  
162.40 68.50

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

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 845 564-2660

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**Printed:** 07-29-15 at 11:11a

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

**Date:** 07-02-15

**Account:** 4417

**Invoice:** 603763

Date	For	Qty	Description	Price	Discount	Net Price
06-30-15	Charlene Kitten	2	OHE FELINE	299.00	149.50	149.50 ** ✓
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.					
06-30-15		2	-Isoflurane Gas Anesthesia			0.00
06-30-15		2	Feline Rhino/Panleuk/Calici #2	50.00	25.00	25.00 ** ✓
	Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.					
06-30-15		2	NYS Mandated Biological Waste	12.60	6.30	6.30 ** ✓
06-30-15		1	Amoxicillin Drops 15ml (50mg/ml)	19.00	9.50	9.50 ** ✓
06-30-15		1	Pain Medication Morphine 15mg/1!	23.00	11.50	11.50 ** ✓
	Items used...	1	-Morphine15mg/mlInject Control Log / ml			
		1	Controlled drug dispensed to client			
06-30-15		0.03	MORPHINE Inject / ml Hosp	30.03	30.03	0.00 **
06-30-15		0.15	Penicillin G Inject / ml (in hosp)	30.07	30.07	0.00 **
06-30-15		0.03	MORPHINE Inject / ml Hosp	5.03	5.03	0.00 **
06-30-15		0.15	Penicillin G Inject / ml (in hosp)	5.07	5.07	0.00 **
07-01-15	Pumpkin	1	FECAL (ParasiteScreen) T808	31.00	15.50	15.50 ** ✓
07-02-15		1	No Ova Seen			0.00

Total charges, this invoice...

217.30

\*\*Total discount included: 287.50

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



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

**Printed:** 07-29-15 at 11:11a  
**Date:** 07-13-15  
**Account:** 4417  
**Invoice:** 604606

Date	For	Qty	Description	Price	Discount	Net Price
07-08-15	Artorious Degro ?	1	NEUTER FELINE	80.00	40.00	40.00 ** ✓
07-08-15		0.03	MORPHINE Inject / ml Hosp	30.03	30.03	0.00 **
07-08-15		0.15	Penicillin G Inject / ml Outpatient	17.62	17.62	0.00 **
07-08-15		1	Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50 ** ✓
	Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.					
07-08-15		1	Recommend Fecal (please dropoff			0.00
	Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience					
07-08-15		1	Zoonoses			0.00
	Discussed Zoonotic potential of intestinal parasites- in particular roundworms.					
07-07-15	Charlene Kitten	1	OHE FELINE	149.50	74.75	74.75 ** ✓
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.					
07-07-15		1	-Isoflurane Gas Anesthesia			0.00
07-07-15		1	Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50 ** ✓
	Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.					
07-07-15		1	Zoonoses			0.00
	Discussed Zoonotic potential of intestinal parasites- in particular roundworms.					

07-07-15

1 Feline Rhino/Panleuk/Calici #1  
 Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.

07-07-15

1 Zoonoses

0.00

Discussed Zoonotic potential of intestinal parasites- in particular roundworms.

07-07-15

0.03 MORPHINE Inject / ml Hosp 30.03 30.03 0.00 \*\*

07-07-15

0.20 Penicillin G Inject / ml (in hosp) 30.10 27.55 2.55 \*\* ✓?

07-07-15

0.03 MORPHINE Inject / ml Hosp 5.03 5.03 0.00 \*\*

07-07-15

0.20 Penicillin G Inject / ml (in hosp) 5.10 2.55 2.55 \*\* ✓ 2

07-08-15

Cleo 7/8

1 FeLV/FIV ELISA in hosp 92.00 46.00 46.00 \*\*

07-10-15

1 SUBCUTANEOUS FLUIDS INJEC 49.50 24.75 24.75 \*\*

07-10-15

1 CONSULT / EXAM - Sick 59.50 29.75 29.75 \*\*

07-10-15

1 Pet Insurance Review 0.00

Please visit [www.petinsurancereview.com](http://www.petinsurancereview.com) and [dogtime.com](http://dogtime.com) for an independent review of all national pet health insurance plans

07-10-15

1 NYS Mandated Biological Waste 6.30 3.15 3.15 \*\*

07-10-15

1 Chemistry / CBC (SA020) 169.50 84.75 84.75 \*\*

Chemistry panel liver

Chemistry panel kidney

Chemistry panel pancreas

Veterinarian Interpretation +/- Consult

Speciman collection

White blood cell count

Red blood cell count

Packed cell volume

Differential cytology

07-11-15

1 BOARD/FELINE-Medical Alert 37.00 18.50 18.50 \*\*

07-11-15

1 Shelter euthanasia and body care f ~~68.50~~

07-11-15

1 Rabies Sample Prep 179.50 89.75 89.75 \*\* ← OCH

07-03-15

D-Swizzle

1 Frontline Plus Feline (6pack) 81.98 40.99 40.99 \*\*

07-02-15

LBJ

1 CONSULT / EXAM - Followup 39.75 19.87 19.88 \*\*

07-07-15

1 Veterinarian's Notes 0.00

07-08-15

Nix Degroodt

1 OHE FELINE 149.50 74.75 74.75 \*\* ✓

Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.

07-08-15

1 -Isoflurane Gas Anesthesia

0.00

0.00 MORPHINE Inject / ml Hosp 30.03 30.03 0.00 \*\*

Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.

07-08-15		1 RecommendFecal (please dropoff			0.00	
		Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience				
07-08-15		1 Zoonoses			0.00	
		Discussed Zoonotic potential of intestinal parasites- in particular roundworms.				
07-08-15	Swiffer	1 FeLV/FIV ELISA in hosp	92.00	46.00	46.00 **	✓
07-08-15		1 Amoxicillin Drops 15ml (50mg/ml)	19.00	9.50	9.50 **	✓
07-08-15		1 CONSULT / EXAM - Sick	59.50	29.75	29.75 **	✓
07-08-15		1 Pet Insurance Review			0.00	
		Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans				
07-08-15		1 NYS Mandated Biological Waste	6.30	3.15	3.15 **	✓
07-08-15	Trinity Degrood	1 OHE FELINE	149.50	74.75	74.75 **	✓
		Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.				
07-08-15		1 -Isoflurane Gas Anesthesia			0.00	
07-08-15		0.03 MORPHINE Inject / ml Hosp	30.03	30.03	0.00 **	
07-08-15		0.15 Penicillin G Inject / ml Outpatient	17.62	17.62	0.00 **	
07-08-15		1 Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50 **	
		Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.				
07-08-15		1 RecommendFecal (please dropoff			0.00	
		Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience				
07-08-15		1 Zoonoses			0.00	
		Discussed Zoonotic potential of intestinal parasites- in particular roundworms.				
07-07-15	Will	1 Erythromycin Ophthalmic Ointment	37.50	18.75	18.75 **	✓

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 645 Gidney Ave.  
 Newburgh, NY 12550  
 (845) 561-3344

**Printed:** 07-29-15 at 11:11a  
**Date:** 07-20-15  
**Account:** 4417  
**Invoice:** 605229

Date	For	Qty	Description	Price	Discount	Net Price	
07-17-15	Adams	1	FeLV/FIV ELISA in hosp	92.00	46.00	46.00	** ✓
07-17-15		3	Blood Draw Fee	47.40	23.70	23.70	** ✓
07-17-15		1	Albon Suspension (50mg/ml) 1 oz	24.19	12.09	12.10	** ✓
07-18-15		4	KMR 8oz	22.00	11.00	11.00	** ✓
07-20-15	Apricot	1	CONSULT / EXAM first puppy/kitte	49.50	24.75	24.75	** ✓
07-20-15		1	Pet Insurance Review			0.00	
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans							
07-20-15		1	Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50	** ✓
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.							
07-20-15		1	Recommend Fecal (please dropoff			0.00	
Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience							
07-20-15		1	Zoonoses			0.00	
Discussed Zoonotic potential of intestinal parasites- in particular roundworms.							
07-18-15	Crete	1	FeLV/FIV ELISA in hosp	92.00	46.00	46.00	** ✓
07-20-15	Orangina	1	CONSULT / EXAM first puppy/kitte	49.50	24.75	24.75	** ✓
07-20-15		1	Pet Insurance Review			0.00	
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans							
07-20-15		1	Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50	** ✓
Your cat has received the first in a series of immunizations to protect him/her							

									us for advice.
07-20-15		1 RecommendFecal (please dropoff						0.00	
		Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience							
07-20-15		1 Zoonoses						0.00	
		Discussed Zoonotic potential of intestinal parasites- in particular roundworms.							
07-20-15	Oreo 48k15	1 Feline Rhino/Panleuk/Calici #2	25.00	12.50	12.50	**	✓		
		Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.							
07-20-15		1 RecommendFecal (please dropoff						0.00	
		Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience							
07-20-15		1 Zoonoses						0.00	
		Discussed Zoonotic potential of intestinal parasites- in particular roundworms.							
07-20-15		1 NYS Mandated Biological Waste	6.30	3.15	3.15	**	✓		
07-20-15		1 Weight Monitoring			0.00				
07-20-15	Pumpkin 43	1 CONSULT / EXAM first puppy/kitte	49.50	24.75	24.75	**	✓		
07-20-15		1 Pet Insurance Review			0.00				
		Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans							
07-20-15		1 Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50	**	✓		
		Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.							
07-20-15		1 RecommendFecal (please dropoff						0.00	
		Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience							
07-20-15		1 Zoonoses						0.00	
		Discussed Zoonotic potential of intestinal parasites- in particular roundworms.							
07-17-15	Will	1 CONSULT / EXAM - Sick	59.50	29.75	29.75	**	✓		

07-17-15	1 NYS Mandated Biological Waste	6.30	3.15	3.15 **	✓
07-17-15	1 Flurbiprofen ophthalmic solution #2	23.00	11.50	11.50 **	✓
07-17-15	1 Amoxicillin Drops 15ml (50mg/ml)	19.00	9.50	9.50 **	✓

Total charges, this invoice... 320.10  
 \*\*Total discount included: 320.09

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

Reminders for: <b>Crete</b>		Last done
07/16	Rabies/Purevax Feline 1yr	07-21-15
01/16	FECAL EXAM	
08/15	Rhinotracheitis/Pan/leuk/Calic	
<b>07/15</b>	<b>CONSULT/EXAM - Annual Wellness</b>	

Reminders for: <b>Adams</b> (Weight: 0.7 lbs - 3w)		Last done
07/16	CONSULT/EXAM - Annual Wellness	07-24-15
01/16	FECAL EXAM	07-24-15
11/15	Rabies/Purevax Feline 1yr	
08/15	Feline Rhino/Panleuk/Calici #	

**Adams's weight history (in lbs)**

07-24-15	0.70
----------	------

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

07-21-15		1 Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50 ** ✓
	Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.				
07-21-15		1 Feline rabies/Purevax 1yr	35.00	17.50	17.50 ** ✓
	Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.				
07-23-15	Molly 7/23/15	1 FeLV/FIV ELISA in hosp	92.00	46.00	46.00 ** ✓
07-23-15	Penelope 7/23/1	1 FeLV/FIV ELISA in hosp	92.00	46.00	46.00 ** ✓
07-21-15	Swiffer	0.02 MORPHINE Inject / ml Hosp	30.02	30.02	0.00 **
07-21-15		0.10 Penicillin G Inject / ml (in hosp)	30.05	30.05	0.00 **
07-21-15		1 NEUTER FELINE	80.00	40.00	40.00 ** ✓
07-21-15		1 Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50 ** ✓
	Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.				
07-21-15		1 Recommend Fecal (please dropoff			0.00
	Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience				
07-21-15		1 Zoonoses			0.00
	Discussed Zoonotic potential of intestinal parasites- in particular roundworms.				

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Total charges, this invoice... 353.40

\*\*Total discount included: 533.72

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

Reminders for: **Penelope 7/23/15** (Weight: 3.3 lbs - 12w) Last done

01/16	Consultation/Exam- Bi-annual	07-23-15
10/15	FECAL EXAM	
08/15	Rabies/Purevax Feline 1yr	
08/15	FVRCP Feline #2	

Reminders for: **Molly 7/23/15** (Weight: 8.8 lbs - 12m) Last done

# TOWN OF NEWBURGH

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

**COPY**  
DO NOT WRITE IN THIS BOX

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

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

TERMS Net 30 Days

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

Canine		Description of Materials or Services	Unit Price	Amount
Dates	Quantity			
6/25/15	603282			181.25
6/29/15	603539			10.32
7/6/15	604068			48.88
7/11/15	604515		288.25	342.25
7/11/15	604516			20.00
7/11/15	604518			10.22
7/16/15	604939			577.37
			<b>TOTAL</b>	<b>1260.29</b>

### CLAIMANT'S CERTIFICATION

I, Doram Cast certify that the above account in the amount of \$ 1260.29 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.

7/29/15  
DATE

Doram Cast  
SIGNATURE

Bookkeeper  
TITLE

(Space below for municipal use)

### DEPARTMENT APPROVAL

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

### APPROVAL FOR PAYMENT

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



1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

**Printed:** 07-29-15 at 10:56a  
**Date:** 06-25-15  
**Account:** 19984  
**Invoice:** 603232

Date	For	Qty	Description	Price	Discount	Net Price
06-24-15	Daisy	1	Weight Monitoring			0.00
06-24-15		1	OHE Canine 7-12 MOS.	199.50	99.75	99.75 ** ✓
Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a few days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.						
06-24-15		1	-Isoflurane Gas Anesthesia			0.00
06-24-15		0.10	MORPHINE Inject / ml Hosp	30.13	30.13	0.00 **
06-24-15		0.25	Penicillin G Inject / ml Outpatient	17.68	17.68	0.00 **
06-24-15		1	CANINE RABIES / 1YEAR	30.00	15.00	15.00 ** ✓
06-24-15		1	Canine Respiratory Complex- Bord	25.00	12.50	12.50 ** ✓
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.						
06-24-15		1	Canine Dist/A2/PI/Parvo/Lepto1YR	26.00	13.00	13.00 ** ✓
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis						
06-24-15		1	Lyme,HW,Ehrlichia Accu Plus4 AC	52.00	26.00	26.00 ** ✓
06-25-15		1	4DX Elisa Negative			0.00
06-17-15	Mickey Loussain	1	CANINE RABIES / 1YEAR	30.00	15.00	15.00 ** ✓
Total charges, this invoice...						181.25

\*\*Total discount included: 229.06

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

**Newburgh Veterinary Hospital**

1716 Route 300  
 Newburgh, NY 12550  
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**FOR:** Town of Newburgh - canine  
 645 Gidney Ave  
 Newburgh, NY 12550  
 (845) 561-3344

**Printed:** 07-29-15 at 10:58a  
**Date:** 06-29-15  
**Account:** 19984  
**Invoice:** 603539

Date	For	Qty	Description	Price	Discount	Net Price
06-29-15	Daisy	14	Amoxicillin 50mg individual tablets	20.63	10.31	10.32 **

Total charges, this invoice... 10.32

\*\*Total discount included: 10.31

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

Reminders for: <b>Daisy</b> (Weight: 5.5 lbs - 13m)	Last done
06/16 Lyme, HW, Ehrlichia Accu Plus4(A)	06-24-15
06/16 CANINE RABIES / 3 YEAR	
06/16 CanineDist/Aden/Para/Parvo/Lep	
06/16 Canine Kennel Cough Vacc -1 ye	06-24-15
01/16 Consultation/Exam- Bi-annual	07-06-15
12/15 FECAL EXAM	

**Daisy's weight history** (in lbs)

07-06-15	5.50
06-24-15	5.30

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

**Printed:** 07-29-15 at 11:00a  
**Date:** 07-06-15  
**Account:** 19984  
**Invoice:** 604068

Date	For	Qty	Description	Price	Discount	Net Price
07-02-15	Danny	1	CONSULT / EXAM - Sick	59.50	29.75	29.75 **
07-02-15		1	Pet Insurance Review			0.00
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans						
07-02-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15 **
07-02-15		1	Pre-Anesth Chem <7yrs in hosp	93.50	46.75	46.75 **
Chemistry panel liver Chemistry panel kidney Chemistry panel pancreas Veterinarian Interpretation +/- Consult Speciman collection Packed cell volume						
07-02-15		0.75	MORPHINE Inject / ml Hosp	30.97	30.97	0.00 **
07-02-15		1	Lyme,HW,Ehrlichia Accu Plus4 AC	52.00	26.00	26.00 ** ✓
07-02-15		1.45	MORPHINE Inject / ml Hosp	6.88	6.88	0.00 **
07-02-15		2	Penicillin G Inject / ml (in hosp)	31.04	31.04	0.00 **
07-02-15		1	PAIN Management Injection (hosp)	39.50	39.50	0.00 **
07-02-15		1	OHE Canine 7-12 MOS.	199.50	99.75	99.75 ** ✓
Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a few days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.						
07-02-15		1	-Isoflurane Gas Anesthesia			0.00
07-02-15		14	Minocycline 100 mg capsules #199	25.95	12.97	12.98 ** ✓
07-02-15		1	URINALYSIS (T760) #199407	51.00	25.50	25.50 ** ✓
07-03-15		1	4DX Elisa Negative			0.00

Total charges, this invoice... 243.88  
 \*\*Total discount included: 352.26

Total payment(s) received... 95.00

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

**Printed:** 07-29-15 at 10:59a  
**Date:** 07-11-15  
**Account:** 19984  
**Invoice:** 604515

Date	For	Qty	Description	Price	Discount	Net Price	
07-07-15	BamBam	1	CANINE RABIES / 1YEAR	30.00	15.00	15.00	** ✓
06-30-15	Jack 062915	1	CONSULT / EXAM - Biannual Wel	49.50	24.75	24.75	** ✓
06-30-15		1	Pet Insurance Review			0.00	
			Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans				
06-30-15		1	CANINE RABIES / 1YEAR	30.00	15.00	15.00	** ✓
07-10-15	Knox	1	Heartguard+ Brown 6	54.99	27.49	27.50	** ✓
07-07-15	Pebles	1	CANINE RABIES / 1YEAR	30.00	15.00	15.00	** ✓
07-10-15	Shelby	1	Weight Monitoring			0.00	
07-10-15		1	CONSULT / EXAM - Annual Welln	49.50	24.75	24.75	** ✓
07-10-15		1	Lyme,HW,Ehrlichia Accu Plus4 AC	52.00	26.00	26.00	** ✓
07-10-15		1	Canine Dist/A2/PI/Parvo/Lepto1YR	26.00	13.00	13.00	** ✓
			Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis				
07-10-15		1	CANINE RABIES / 1YEAR	30.00	15.00	15.00	** ✓
07-10-15		1	Canine Respiratory Complex- Bord	25.00	12.50	12.50	** ✓
			Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.				
07-10-15		1.15	MORPHINE Inject / ml Hosp	31.49	31.49	0.00	**
07-10-15		2.25	Penicillin G Inject / ml (in hosp)	31.17	31.17	0.00	**
07-10-15		1	OHE Canine 7-12 MOS.	199.50	99.75	99.75	** ✓
			Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a few days. Restrict excercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health				

07-10-15  
07-11-15

1 BOARD/K9 TLC Medical Alert (Rui 48.00 24.00

Daily accommodations  
Fleece bedding  
Meal prep twice daily  
Mid-day and bedtime snack  
Sanitize morning and evening  
Daily monitoring by Technical Staff  
Walk outdoors 2 x daily

07-11-15	1 Heartworm Elisa Negative	0.00
07-11-15	1 Ehrlichia (Anaplasma) Equi Negativ	0.00
07-11-15	1 Ehrlichia Canis Elisa negative	0.00

Total charges, this invoice...

312.25

\*\*Total discount included: 374.90

288.25

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

Reminders for: <b>Shelby</b> (Weight: 45.0 lbs - 9m)		Last done
07/16	lyme,HW,Ehrlichia Accu Plus4(A	07-10-15
07/16	CANINE RABIES / 3 YEAR	
07/16	CanineDist/Aden/Para/Parvo/Lep	
07/16	Canine Kennel Cough Vacc -1 ye	07-10-15
01/16	FECAL EXAM	
01/16	Consultation/Exam- Bi-annual	07-10-15

### Doctor's Instructions

#### OHE Canine 7-12 MOS.

Your dog has been surgically spayed. Please watch the surgical site for swelling or redness, and give antibiotics as indicated. If there are skin sutures, please make an appointment to have them removed in 10 days.

#### Shelby's weight history (in lbs)

07-10-15	45.00
----------	-------

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

**Printed:** 07-29-15 at 10:59a  
**Date:** 07-11-15  
**Account:** 19984  
**Invoice:** 604516

Date	For	Qty	Description	Price	Discount	Net Price
07-11-15	Shelby	42	Amoxicillin 500 mg individual tablet	26.79	6.79	20.00 **
Total charges, this invoice...						20.00
**Total discount included: 6.79						

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

Reminders for: <b>Shelby</b> (Weight: 45.0 lbs - 9m)	Last done
07/16 Lyme, HW, Ehrlichia Accu Plus4(A)	07-10-15
07/16 CANINE RABIES / 3 YEAR	
07/16 CanineDist/Aden/Para/Parvo/Lep	
07/16 Canine Kennel Cough Vacc -1 ye	07-10-15
01/16 FECAL EXAM	
01/16 Consultation/Exam- Bi-annual	07-10-15

**Shelby's weight history (in lbs)**

07-10-15 45.00

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 (845) 561-3344

**Printed:** 07-29-15 at 10:59a  
**Date:** 07-11-15  
**Account:** 19984  
**Invoice:** 604518

Date	For	Qty	Description	Price	Discount	Net Price
07-11-15	Shelby	8	Metronidazole 250mg. #199756	20.43	10.21	10.22 ** ✓
Total charges, this invoice...						10.22
**Total discount included: 10.21						

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

Reminders for: <b>Shelby</b> (Weight: 45.0 lbs - 9m)		Last done
07/16	lyme,HW,Ehrlichia Accu Plus4(A	07-10-15
07/16	CANINE RABIES / 3 YEAR	
07/16	CanineDist/Aden/Para/Parvo/Lep	
07/16	Canine Kennel Cough Vacc -1 ye	07-10-15
01/16	FECAL EXAM	
01/16	Consultation/Exam- Bi-annual	07-10-15

**Shelby's weight history (in lbs)**

07-10-15      45.00

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645 Gidney Ave  
Newburgh, NY 12550  
(845) 561-3344

**Printed:** 07-29-15 at 10:58a  
**Date:** 07-16-15  
**Account:** 19984  
**Invoice:** 604939

*7-13-15  
Chief 9015  
for dog  
SPK  
LW  
Meredith*

Date	For	Qty	Description	Price	Discount	Net Price	
07-13-15	Dixie	1	X-RAY SURVEY RADS- First 4 v	199.50	99.75	99.75	**
07-13-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15	**
07-13-15		1	CONSULT / EXAM - Sick	59.50	29.75	29.75	**
07-13-15		1	Pet Insurance Review			0.00	
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans							
07-13-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15	**
07-13-15		1	PCV ( Hct ) / Total Protein in hosp	21.00	10.50	10.50	** ✓
07-13-15		1	I.V. FLUIDS 1st day	94.00	47.00	47.00	** ✓
07-13-15		1	I.V. CATHETER 1 + placement	86.50	43.25	43.25	** ✓
Sterile prep, I.V.Placement, Heparinized Flush, Maintenance							
07-13-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15	**
07-13-15		1	I.V. INFUSION PUMP	31.50	15.75	15.75	**
07-13-15		0.30	Buprenorphine Inject / ml Hosp	32.85	16.43	16.42	**
07-13-15		2.80	Cerenia Inject / ml Hosp	63.04	31.52	31.52	**
07-13-15		1.30	Famotidine Inject / ml Hosp	31.22	15.61	15.61	**
07-13-15		1	Nursing/ General/day	21.00	10.50	10.50	**
07-13-15		1	Daily Feeding	4.00	2.00	2.00	**
07-14-15		1	Hospitalization+Dr.Care Dog/Day	73.50	36.75	36.75	**
07-14-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15	**
07-14-15		1	Nursing/ General/day	21.00	10.50	10.50	**
07-14-15		1	Daily Feeding	4.00	2.00	2.00	**
07-14-15		1	I.V. Fluids 2nd day	69.50	34.75	34.75	**
07-14-15		0.50	Buprenorphine Inject / ml Hosp	9.75	4.87	4.88	**
07-14-15		0.50	Buprenorphine Inject / ml Hosp	9.75	4.87	4.88	**
07-14-15		1.30	Famotidine Inject / ml Hosp	8.72	4.36	4.36	**
07-14-15		1.30	Famotidine Inject / ml Hosp	8.72	4.36	4.36	**
07-14-15		2.80	Cerenia Inject / ml Hosp	40.54	20.27	20.27	**
07-14-15		1	Cerenia 60mgx4 #199881	38.05	19.03	19.02	**
07-14-15	Oreo	1	CONSULT / EXAM - Annual Welln	49.50	24.75	24.75	** ✓
07-14-15		1	Canine Dist/Aden/Para/Parvo #1	26.00	13.00	13.00	** ✓

Your pet has been given the first in a series that requires revaccination every 3-4



07-14-15		1 RecommendFecal (please dropoff Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience			0.00
07-14-15		1 Zoonoses Discussed Zoonotic potential of intestinal parasites- in particular roundworms.			0.00
07-11-15	Shelby	2 Shelter board medical alert k9	84.00	42.00	42.00 **
07-11-15		8 Oral medication administration	42.40	21.20	21.20 **
Total charges, this invoice...					577.37
**Total discount included: 577.37					

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

Reminders for: <b>Oreo</b>		Last done
01/16	Consultation/Exam- Bi-annual	07-14-15
11/15	HEARTWORM TEST	
11/15	FECAL EXAM	
09/15	CANINE RABIES / 1YEAR	
09/15	Neuter your pet at 5-6 months	
08/15	VANGUARD PUPPY 5 #2	
<b>07/15</b>	<b>Canine Kennel Cough Vacc -1 ye</b>	

Reminders for: <b>Shelby</b> (Weight: 45.0 lbs - 9m)		Last done
07/16	lyme,HW,Ehrlichia Accu Plus4(A	07-10-15
07/16	CANINE RABIES / 3 YEAR	
07/16	CanineDist/Aden/Para/Parvo/Lep	
07/16	Canine Kennel Cough Vacc -1 ye	07-10-15
01/16	FECAL EXAM	
01/16	Consultation/Exam- Bi-annual	07-10-15

Reminders for: <b>Dixie</b> (Weight: 54.6 lbs - 8m)		Last done
07/16	CONSULT/EXAM - Annual Wellness	07-13-15
11/15	HEARTWORM TEST	11-05-14
11/15	CANINE RABIES / 3 YEAR	
11/15	CanineDist/Aden/Para/Parvo/Lep	
11/15	Canine Kennel Cough Vacc -1 ye	11-05-14
<b>05/15</b>	<b>FECAL EXAM</b>	
<b>03/15</b>	<b>Spay your pet at 5-6 months</b>	

**Shelby's weight history (in lbs)**

07-10-15	45.00
----------	-------

**Sent:** Wednesday, October 15, 2014 2:47 PM  
**To:** cmmartinez@townofnewburgh.org  
**Subject:** Street Light Request - Dogwood Hill Road  
**Attachments:** CS-10152014144147.pdf

**Importance:** High

Hi there...

As per our conversation, please see attached the "Street Light Authority Order" to add 2 lights on Dogwood Hill Road. As discussed, Town Resident Joan Kaplan is requesting them stating that it is very dark and unsafe on her road.

If Central Hudson is authorized by the Town to install these lights, please have this document signed and email back to me so I may process the order...

Thank you...

Anita Carfora  
Business Development Associate  
610 Little Britain Road  
New Windsor NY 12553  
Phone (845) 563-4585  
Fax (845) 563-4503  
[acarfora@cenhud.com](mailto:acarfora@cenhud.com)

*This message contains **confidential information** and is only for the intended recipient. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please notify the sender immediately by replying to this note and deleting all copies and attachments. Thank you.*

gk d w r e d

STREET LIGHTING AUTHORITY ORDER

PAGE 1

TOWN OF NEWBURGH  
ATTN ACCOUNTS PAYABLE  
1496 ROUTE 300  
NEWBURGH NY 12550-2677

ORDER NO.: H8-03309  
ACCOUNT NO.: 8411-1980-00  
DATE: 10/15/14

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CONSOLIDATED LGTG DISTRICT #1, IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE \_\_\_\_\_ (COUNCIL/BOARD OF THE \_\_\_\_\_ OF \_\_\_\_\_ AT A MEETING HELD ON \_\_\_\_\_, 20\_\_ AS FOLLO

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
INSTALL	HPS 16000	41287	A		DOGWOOD HILLS RD		13.82
INSTALL	HPS 5800	40030	A		DOGWOOD HILLS RD		12.43

INSTALL STREET LIGHTS

- \*\* A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- \*\* B. CUSTOMER OWNED/COMPANY MAINTAINED
- \*\* C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY \_\_\_\_\_ BY \_\_\_\_\_

\_\_\_\_\_, 20 \_\_\_\_\_ TITLE \_\_\_\_\_

W.O.NO. 6686A DATE WORK COMPLETED \_\_\_\_\_ BY \_\_\_\_\_

  
RONALD E. CLUM, CPA  
ACCOUNTANT

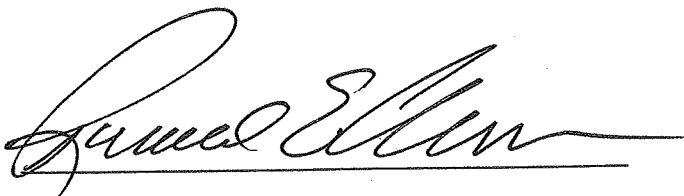
845-564-5220  
Fax: 845-566-9461  
E-Mail: rclumaccountant@townofnewburgh.org

**To:** Gil Piaquadio, Acting Town Supervisor  
**CC:** Town Board  
**From:** Ronald E. Clum, Town Accountant  
**Date:** August 24, 2015  
**RE:** Justice Court Unclaimed Bail

---

Attached to this memo is a list of the Unclaimed Exonerated Bail accounts (T-89) that are over six years old. The Justice Court made a good faith effort to locate the persons that posted bail before the funds were turned over to the Accounting Department. These funds are still unclaimed 6 years later. At this time the bail becomes the property of the municipality and will be recorded as miscellaneous revenue within the General Fund. Please approve the transfer at your next board meeting of September 8, 2015, of these funds amounting to \$1,437.50 to the general fund.

This revenue will be recorded in the General Funds Miscellaneous Revenue, Account # 2770.



Ronald E. Clum, CPA

7/31/2008	Rodriguez, Joanne	291.00
7/31/2008	Esteban, Saavedra-Meza	20.00
12/12/2008	Joshua Clayborne	36.00
12/12/2008	Jeannine McIntyre	9.00
1/21/2009	Timothy P. Harko	35.00
1/21/2009	Vincent J. Russo	5.00
1/21/2009	Diogenes Cabrera	5.00
5/18/2009	Leiber, Adam	97.00
5/18/2009	Mosso, Daniel	6.00
5/18/2009	Kessler, Bruce	8.00
5/18/2009	Adam U. Delfini	189.50
5/18/2009	Schechter, D.	9.00
5/28/2009	Dickey, Nathaniel	106.00
6/8/2009	Itton Jackson	5.00
6/23/2009	Sean Wands	6.00
5/6/2009	Katherine Catapano	5.00
5/29/2009	Veronica Campbell	1.00
5/11/2009	Unknown (05/05/2010)	50.00
8/19/2009	Herrera-Maceda A.	235.00
8/19/2009	Sermeno, Marco V.	17.50
8/19/2009	Stalter, Chelsea	200.00
8/19/2009	Hovadis, Maracallo	44.00
8/19/2009	Frederico, Matos	5.00
8/19/2009	Gauldin, Lindsay M.	2.00
8/19/2009	Moore, Tawana	6.00
8/19/2009	Cholin, Jeffrey	5.00
8/19/2009	Gurgenidze, Grigol	8.00
8/19/2009	Unknown (01/19/2009)	25.00
8/19/2009	Unknown (02/18/2009)	5.00

---

**\$ 1,437.50**

---



PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board  
Ronald Clum, Town Accountant

From: Charlene M Black, Personnel

Date: August 31, 2015

Re: Part Time Court Officer

---

Please see attached the employee request forms from Chief Michael Clancy to hire Michael DeRosa and James Webb, as a part time Court Attendants. If approved both applicants will need to complete all necessary paperwork, physical and fingerprint process. If you would like to review their applications please feel free to come to my office to do so. Thank you in advance.

TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Michael DeRosa

DEPARTMENT: Police

TITLE OF POSITION: Court Attendant

FULL TIME OR PART TIME: P/T

HOURLY RATE: \$ 13.00/hr

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3120.1

PROPOSED HIRE DATE: ASAP

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

Michael P. Curran  
DEPARTMENT HEAD SIGNATURE

8/31/15  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: James Webb

DEPARTMENT: Police

TITLE OF POSITION: Court Attendant

FULL TIME OR PART TIME: P/T

HOURLY RATE: \$13<sup>00</sup>/hr

IS POSITION FUNDED IN CURRENT BUDGET: (YES) OR NO

FUND APPROPRIATION NUMBER: 3120.1

PROPOSED HIRE DATE: ASAP

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

Michael P. Clancy  
DEPARTMENT HEAD SIGNATURE

8/31/15  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



PRESENT:

Gilbert J. Piquadio, Supervisor

Elizabeth J. Green, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott Manley, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING LETTER OF  
SUPPORT FOR APPLICATION OF  
HAMPTON INN: CROSSROAD COURT  
REAL ESTATE LLC  
  
TO ORANGE COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY

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

WHEREAS, Hampton Inn: Crossroad Court Real Estate LLC is making application to the  
Orange County Industrial Development Agency for the proposed new Hotel facility in the Town of  
Newburgh.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of  
Newburgh herby authorize the Supervisor to sign and deliver a letter of support to the Orange County  
Industrial Development Agency (IDA) for the grant of the full sales tax exemption, and the State  
portion of the mortgage tax exemption to the Hampton Inn project on property owned by Crossroad  
Court Real Estate LLC in the Town of Newburgh; and

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

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

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

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

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

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

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

The resolution was thereupon declared duly adopted.

***Dickover, Donnelly & Donovan, LLP***  
**Attorneys and Counselors at Law**

**David A. Donovan**  
**Michael H. Donnelly**  
**Robert J. Dickover**

James G. Sweeney, P.C., of Counsel

James B. Biagi, of Counsel

Successor Law Firm To:  
Alexander Appelbaum, P.C., Florida, N.Y. (1915-1988)  
Ludmerer & Vurno, Esqs., Warwick, N.Y.

28 Bruen Place  
P.O. Box 610  
Goshen, NY 10924  
Phone (845) 294-9447  
[mah@doddlaw.com](mailto:mah@doddlaw.com)  
Fax (845) 294-6553  
*(Not for Service of Process)*

September 2, 2015

John P. Ewasutyn, Chairman  
Town of Newburgh Planning Board  
308 Gardnertown Road  
Newburgh, NY 12550

Andrew J. Zarutskie, Town Clerk  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

RE: Hampton Inn Site Plan Stormwater Performance Security  
Hampton Inn Site Plan Landscape Performance Security  
TNPB Project No. 14.16

---

Gentlemen:

I am standing I for Mark Taylor whose office has a conflict in this matter. The above referenced applicant has submitted letters of credit for both stormwater and landscape security. I do not have the original letters but the applicant's attorney, Charles Bazydlo, will deliver them directly to the town clerk. I enclose copies in the meantime. The letters of credit are satisfactory in form. The town engineer's signoff memorandum has been delivered to the already. I enclose a copy. I am told that the amount of the recommended security incorporated into the letters of credit have already been approved by the town board.

I attach the planning board's resolution of approval. This letter is intended to demonstrate satisfaction of condition #9 [Landscape Security and Inspection Fee] and condition #10 [Stormwater Improvement Security and Inspection Fee]. The required

Further, pursuant to condition #11 of the resolution of approval, the applicant will need to execute and deliver to the town a stormwater control facility maintenance agreement before a building permit is issued. Charles Bazydlo informs me he will be delivering this agreement to the town in short order.

By copy of this letter to Pat Hines I am asking him to verify satisfaction of the other conditions of the resolution of approval.

Very truly yours,

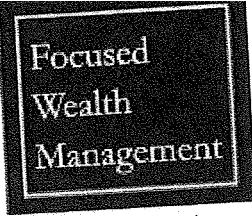


MICHAEL H. DONNELLY

MHD/lrm

Enclosures: Letters of Credit (copies)  
Town Engineer Signoff Letter  
Planning Board Resolution of Approval

cc: Pat Hines  
Charles Bazydlo, Esq.  
Gil Piaquadio, Town Supervisor  
Gerry Canfield, Code Compliance  
James Osborne, Town Engineer  
Karen Arent, L.A.



REGISTERED | INVESTMENT | ADVISOR

Performance Letter of Credit  
Erosion and Sediment Control/Stormwater Management

**ISSUING BANK:**

Focused Wealth Management Inc., Registered Investment Advisor  
C/O TD Ameritrade Institutional  
P.O. Box 919094  
San Diego, CA 92191-9094

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. 819

**Focused Wealth Management Inc., Registered Investment Advisor / TD Ameritrade Institutional** hereby establishes our Irrevocable Standby Letter of Credit for the account of **Martin Milano** (the "Applicant") in favor of the Town of Newburgh (the "Beneficiary"), available by your drafts at site drawn on us for a sum not exceed \$368,422.00 (U.S. Dollars)

**ISSUE DATE:** August 18, 2015

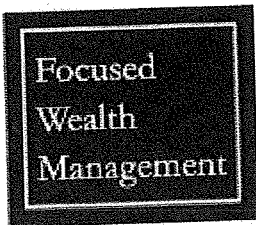
**BENEFICIARY:** TOWN OF NEWBURGH  
1496 ROUTE 300  
NEWBURGH, NEW YORK 12550

**APPLICANT:** Cross Roads Court Real Estate LLC  
P.O. Box 10804  
Newburgh, NY 12550

**EXPIRATION DATE AT FOCUSED WEALTH MANAGEMENT INC., REGISTERED INVESTMENT ADVISOR / TD AMERITRADE INSTITUTIONAL: TWO YEARS FROM ISSUANCE OR ANY EXTENDED DATE**

**This Credit shall be available by:**

- The original of this Letter of Credit with wiring instructions to the beneficiary and a Certification upon the beneficiary's letterhead stating the following:



REGISTERED | INVESTMENT | ADVISOR

The undersigned, an authorized officer of the Town of Newburgh, New York, (the "Beneficiary") hereby certifies to **Focused Wealth Management Inc., Registered Investment Advisor / TD Ameritrade Institutional** with reference to Irrevocable Standby Letter of Credit No. **819**, issued by the Bank in favor of the Beneficiary, that **Martin Milano** (the "Applicant") has failed to complete the proper installation and maintenance of erosion and sediment control or stormwater management measures and permanent stabilization or restoration requirements for the land disturbance to be carried out in conjunction with the development of the approved **Hampton Inn & Suites (Crossroads Court & 17K)** site plan/subdivision in accordance with the plan approved by the Town of Newburgh Planning Board, with such modifications and conditions, if any, as have been imposed by the Town, including but not limited to the condition, if stated in the approval, that if full implementation of the approved erosions and sediment control or stormwater management plan does not provide for effective erosion and sediment control or stormwater management measures, the Principal shall implement such additional erosion and sediment control measures as will control or treat the sediment source. Accordingly, the Beneficiary is entitled to and is making a drawing under the Letter of Credit in the amount of the site draft accompanying this Certificate.

The Beneficiary has executed this certificate as of the    day of   , 20  .

TOWN OF NEWBURGH

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

Typed Name:

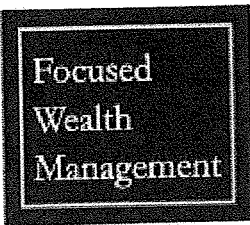
Title:

### **Partial Drawings Are Permitted.**

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

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

T: 845.691.4035 | F: 845.691.4037



REGISTERED | INVESTMENT | ADVISOR

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 (the "UCP"). As to matters not governed by the UCP, this Credit is subject to the laws of New York State as in effect from time to time, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of New York (the "UCC"). In the event of any conflict between the terms of this Letter of Credit and the UCC or Uniform Customs, the terms of this Letter of Credit will prevail.

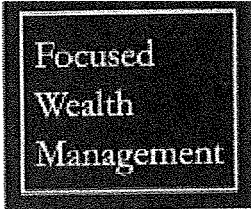
**Focused Wealth Management Inc., Registered Investment Advisor / TD Ameritrade Institutional** hereby agrees that all drafts drawn under and in compliance with the terms of this Credit shall be duly honored upon presentation by mail or overnight courier to **Focused Wealth Management Inc., Registered Investment Advisor / TD Ameritrade Institutional** on or before the expiration date or any extended date as hereinbefore set forth.

This Credit sets forth in **Focused Wealth Management Inc., Registered Investment Advisor / TD Ameritrade Institutional's** undertaking.

Very truly yours,

Focused Wealth Management Inc., Registered Investment Advisor  
C/O TD Ameritrade Institutional

By: Julie Wittenberg  
Chief Operations Officer



REGISTERED | INVESTMENT | ADVISOR

Performance and Maintenance Letter of Credit  
Landscaping Improvements

**ISSUING BANK:**

Focused Wealth Management Inc., Registered Investment Advisor  
C/O TD Ameritrade Institutional  
P.O. Box 919094  
San Diego, CA 92191-9094

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. 818

**Focused Wealth Management Inc. Registered Investment Advisor / TD Ameritrade Institutional** hereby establishes our Irrevocable Standby Letter of Credit for the account of **Martin Milano** (the "Applicant") in favor of the Town of Newburgh (the "Beneficiary"), available by your drafts at site drawn on us for a sum not exceed \$71,337.00 (U.S. Dollars)

**ISSUE DATE:** August 18, 2015

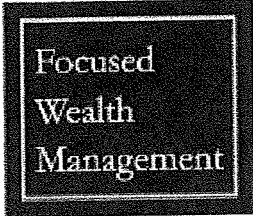
**BENEFICIARY:** TOWN OF NEWBURGH  
1496 ROUTE 300  
NEWBURGH, NEW YORK 12550

**APPLICANT:** Cross Roads Court Real Estate LLC  
P.O. Box 10804  
Newburgh, NY 12550

**EXPIRATION DATE AT FOCUSED WEALTH MANAGEMENT INC. / TD AMERITRADE INSTITUTIONAL: TWO YEARS FROM ISSUANCE OR ANY EXTENDED DATE**

**This Credit shall be available by:**

- The original of this Letter of Credit with wiring instructions to the beneficiary and a Certification upon the beneficiary's letterhead stating the following:



REGISTERED | INVESTMENT | ADVISOR

The undersigned, an authorized officer of the Town of Newburgh, New York, (the "Beneficiary") hereby certifies to **Focused Wealth Management Inc., Registered Investment Advisor / TD Ameritrade Institutional** with reference to Irrevocable Standby Letter of Credit No. **818**, issued by the Bank in favor of the Beneficiary, that **Martin Milano** (the "Applicant") (i) has failed to complete certain *landscaping* improvements in conformance with the approved landscaping plan for **Hampton Inn & Suites (Crossroads Court & 17K)** and standards and specifications of the Beneficiary, or (ii) has failed to maintain in good health or replace damaged, unhealthy or dead plant materials and related landscaping improvements in conformance with the approved landscaping plan for **Hampton Inn (Crossroads Courts & 17K)** for a period of two (2) years from the date of acceptance of said landscaping improvements by the Town of Newburgh following inspection of the completed installation by the Town's landscaping consultant or officer, or any subsequent date of replacement or, in the alternative to post an acceptable maintenance bond or other acceptable security with the Town of Newburgh ensuring such maintenance or replacement, or (iii) has failed to reconstruct, restore or repair existing paving, shoulders, drainage improvements, water and/or sewer utilities of the Beneficiary damaged or subsequently affected by the construction or installation of said improvements. Accordingly, the Beneficiary is entitled to and is making a drawing under the Letter of Credit in the amount of the site draft accompanying this Certificate.

The Beneficiary has executed this certificate as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF NEWBURGH

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

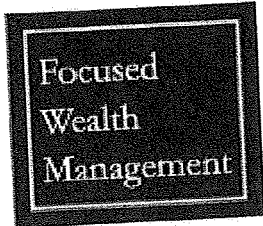
Typed Name:

Title:

### **Partial Drawings Are Permitted.**

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





REGISTERED | INVESTMENT | ADVISOR

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "UCP"). As to matters not governed by the UCP, this Credit is subject to the laws of New York State as in effect from time to time, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of New York (the "UCC"). In the event of any conflict between the terms of this Letter of Credit and the UCC or Uniform Customs, the terms of this Letter of Credit will prevail.

**Focused Wealth Management Inc., Registered Investment Advisor / TD Ameritrade Institutional** hereby agrees that all drafts drawn under and in compliance with the terms of this Credit shall be duly honored upon presentation by mail or overnight courier to **Focused Wealth Management Inc., Registered Investment Advisor / TD Ameritrade Institutional** on or before the expiration date or any extended date as hereinbefore set forth.

This Credit sets forth in full **Focused Wealth Management Inc., Registered Investment Advisor / TD Ameritrade Institutional's** undertaking.

Very truly yours,

Focused Wealth Management Inc., Registered Investment Advisor  
C/O TD Ameritrade Institutional

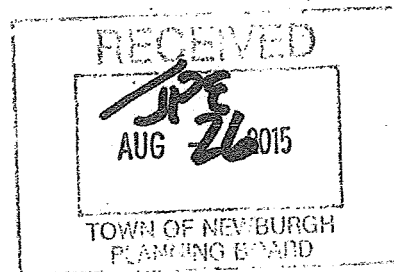
By: Julie Wittenberg  
Chief Operations Officer



1496 Route 300, Newburgh, New York 12550

August 21, 2015

14.16



Maser Consulting, P.A.  
1607 Route 300 – Suite 101  
Newburgh, NY 12550  
Attn: J. Dates

RE: PB \ HAMPTON INN & SUITES (Route 17K & Crossroads Court)

Dear Mr. Dates:

Please be advised that the Town Board at their meeting of 19 August 2015 approved the following cost estimates for the above referenced project:

Stormwater Management \ Soil & Erosion Control	\$ 368,422.00
Landscaping	\$ 71,337.00

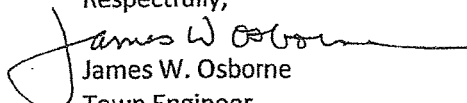
To comply with the conditions of final approval for this site plan, performance securities in a form acceptable to the Town must be submitted in the above amounts. Performance Bonds and Letter of Credit are subject to the review and approval of the Town's Attorney.

In addition, Stormwater Management and Landscaping inspection fees need to be submitted for deposit in the appropriate escrow accounts. Payment of these inspection fees should be submitted by separate checks made payable to the Town of Newburgh. Include a reference to the appropriate fee either in the submittal letter and \ or on the check. The required initial escrow deposits are \$4,000 for Stormwater Management and \$2,000 for Landscaping.

Release of these performance securities requires an inspection by the Town's representative and a recommendation for release of the security. As-Built Drawings are required for the Stormwater Management facilities.

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

Respectfully,

  
James W. Osborne  
Town Engineer

JWO/id

cc: G. Piaquadio, Supervisor  
Town Board  
M. Taylor, Attorney  
G. Canfield, Code Comp. Supervisor  
J. Ewasutyn, P.R. Chairman

# RESOLUTION OF APPROVAL

## SITE PLAN

ARB

FOR

CROSS ROADS COURT REAL ESTATE, LLC [HAMPTON INN &  
SUITES]

PROJECT # 2014-16

---

### Nature of Application

Cross Roads Court Real Estate, LLC [Hampton Inn & Suites] has applied for approval of a Site Plan permitting the use of the property identified herein for 1 five-story, 139-room Hampton Inn & Suites Hotel and for approval of architectural renderings by the Planning Board sitting as the Architectural Review Board.

### Property Involved

The property affected by this resolution is shown on the Tax Maps of the Town of Newburgh as parcel(s) 95-1-45.12.

### Zoning District

The property affected by this resolution is located in the IB zoning district of the Town of Newburgh.

### Plans

The materials considered consist of the following:

1. Completed application form and Environmental Assessment Form.
2. Plans prepared for Cross Roads Court Real Estate, LLC [Hampton Inn & Suites] as follows:

<u>Author</u>	<u>Title</u>	<u>Last Revision Date</u>
Maser Consulting, PA.	Cover Sheet	June 5, 2015
Maser Consulting, PA.	Site Plan	June 5, 2015
Maser Consulting, PA.	Grading, Drainage & Utility Plan	June 5, 2015
Maser Consulting, PA.	Erosion Control Plan	June 5, 2015
Maser Consulting, PA.	Landscape Plan	June 5, 2015
Maser Consulting, PA.	Lighting Plan	June 5, 2015
Maser Consulting, PA.	Construction Details	June 5, 2015
Maser Consulting, PA.	Construction Details	June 5, 2015
Maser Consulting, PA.	Construction Details	June 5, 2015
Maser Consulting, PA.	Construction Details	June 5, 2015
Maser Consulting, PA.	Pump Station Site Plan	June 5, 2015
Maser Consulting, PA.	Pump Station Plan and Section	June 5, 2015
Maser Consulting, PA.	Pump Station Details	June 5, 2015
Maser Consulting, PA.	Pump Station Utility Details	June 5, 2015
Maser Consulting, PA.	Sketch Plan	June 29, 2014
Maser Consulting, PA	Boundary and Topographic Survey	May 7, 2014

## History

### DATE OF APPLICATION

The application was filed with the Planning Board in July of 2014.

## PUBLIC HEARING

A public hearing on this application was waived.

## SEQRA

### Type of Action:

This matter constitutes an unlisted action under the State Environmental Quality Review Act.

### Lead Agency:

The Town of Newburgh Planning Board is the lead agency in regard to this action. The Planning Board's status as lead agency was established on February 5, 2015.

### Declaration of Significance:

A negative declaration was issued on June 18, 2015.

## GML 239 Referral

This application has been referred to the Orange County Planning Department for review and report. The Planning Department has reported that this matter is one for local determination, there being no significant inter-municipal or countywide considerations found to exist.

## Findings

The Planning Board has determined that approval of the Site Plan will substantially serve the public convenience, safety and welfare; and will not otherwise be unduly detrimental to the public health, safety, comfort convenience or welfare, subject to compliance in full with conditions hereinafter imposed pursuant to Section 185-57 (H).

The Planning Board has further determined, in its capacity as Architectural Review Board, that the renderings submitted and approved on February 5, 2015

are architecturally appropriate and blend into the existing character of the neighborhood. Said renderings are hereby approved. A copy of said renderings, signed by the Chair simultaneously with this resolution are on file in the Building Inspector's office. No building permit nor certificate of occupancy shall be issued except for structures consistent with these renderings.

### **Resolution of Approval**

NOW, THEREFORE, THE PLANNING BOARD RESOLVES to approve this Site Plan as said proposal is depicted on the plans identified above and to grant ARB approval, all upon the conditions outlined below, and the Chairperson (or his designee) is authorized to sign the plans upon satisfaction of those conditions below noted to be conditions precedent to such signing.

### **Specific Conditions**

1. The plans shall not be signed until receipt of a letter from the Planning Board Engineer certifying that the plans have been modified in accordance with his memo of June 12, 2015.
2. The plans shall not be signed until receipt of a letter from Creighton Manning Engineering, the town's Traffic Engineers, certifying that the plans have been modified in accordance with his memo of June 17, 2015.
3. All conditions attached to a grant of variance issued by the Town of Newburgh Zoning Board of Appeals on November 25, 2014 (copy attached hereto) are made a part of this approval and this approval is subject to the same as if those conditions were set forth herein at length.
4. This approval is subject to approval by the New York State Thruway Authority of the proposed drainage plan. Should the New York State Department of Transportation require changes

in either the location or configuration from what is shown on that proposed drainage plan, the applicant must return to the planning board for further review.

5. The applicant has obtained approval from the City of Newburgh to accept sewer flows from the project at its plant. This approval is hereby subject to full compliance with the conditions of that approval, as if those conditions were set forth herein at length.
6. A complete signage chart must be submitted and approved by the Code Compliance Department prior to signing of the plan.
- 7.

Architectural Review Board Approval

8. No building permit shall be issued authorizing construction of structures inconsistent with the architectural renderings submitted to, and approved by, the Architectural Review Board as part of this approval, nor shall any certificate of occupancy be issued for any structures constructed except in conformance with such renderings. Karen Arent, the Town's Landscape Architect, shall review the building plans when submitted to the Building Department in order to insure compliance with the approved architectural renderings. Karen Arent, the Town's Landscape Architect, shall also inspect the work before a certificate of occupancy is issued to insure compliance with the approved architectural renderings.

Landscape Security & Inspection Fee

9. Pursuant to 185-57 (L), together with 163-9 (B) [incorporated therein by reference], as well as 185-50 (D), this approval shall

be subject to the applicant posting, with the Town Clerk, a performance security, in an amount to be fixed by the town board upon recommendation of the town's landscape consultant in order to secure timely completion and appropriate maintenance of the landscaping improvements depicted on the plans, satisfactory to the Town Board, Town Engineer and Town Attorney as to form, sufficiency, manner of execution and surety. The performance security shall recite that all improvements secured thereby shall be completed within three year(s) of this approval and maintained for a period of two years thereafter. The Town's Landscape Architect, is hereby authorized to periodically inspect the site in order to insure compliance with this condition. A separate inspection fee in an amount in accordance with Section 104-2 (G)(6) shall be submitted and deposited in an escrow account to cover the cost of the Town's Landscape Architect services. The applicant shall be required to pay the required landscaping security to the town before the plans are signed. The amount of the landscape security may be adjusted (upon recommendation of the Town's landscape consultant) if warranted due to changes in the market pricing of the required landscape materials. The applicant shall be required to pay the required landscaping inspection fee in the amount of \$2,000 to the town before the plans are signed.

Stormwater Improvement Security & Inspection Fee

10. Prior to the signing of plans or issuance of a building permit, the applicant shall deliver a performance security to the Town Clerk, pursuant to Section 157-10 (B) of the Code of Ordinances of the Town of Newburgh, in order to guarantee to the town that the applicant will faithfully cause to be constructed and completed the required public stormwater improvements



shown on the plans. The performance security shall be in an amount set by the Town Board and shall be satisfactory to the Town Board and Town Attorney as to form, sufficiency, manner of execution and surety. A period of three (3) years shall be set forth in the document of surety within which required improvements must be completed. An inspection fee in an amount in accordance with Section 104-2 (A)(8) shall also be paid to the Town prior to signing of the plans. A separate inspection fee in an amount in accordance with Section 104-2 (A)(8) shall also be submitted and deposited in an escrow account to cover the cost of the Town's periodic inspection of the erosion control measures to be implemented by the applicant..

11. This approval is conditioned upon the applicant executing a stormwater control facility maintenance agreement as required by Section 157-11(K) of the Code of the Town of Newburgh in order to ensure the long term maintenance and proper operation of the stormwater facilities shown on the plans. The plans shall not be signed until that agreement has been executed and the required inspection fee paid.

#### Outdoor Fixtures & Amenities

12. This site plan approval allows construction of only that which is shown on the plans identified above. No outdoor amenities or accessory structures or outdoor fixtures—including but not limited to exterior walls, mechanical units, dumpsters, etc.—may be constructed, placed or erected except as shown on the approved site plan. Architectural drawings shall carry a certification that what is shown thereon is fully consistent with the approved site plan.

## General Conditions

This approval is conditioned upon the applicant submitting all necessary copies of the plans to be signed, including mylars when required, to the Town of Newburgh Building Department. A full set of the plans to be signed shall simultaneously be submitted to the Planning Board Engineer. The plans shall not be signed until the Planning Board Engineer has reported to the Chair that all conditions of this resolution required to be satisfied before the plans can be signed have, in fact, been satisfied.

This approval is further conditioned upon the applicant delivering (prior to signing of the plans) proof, in writing, that all fees—engineering, planning, legal and otherwise—in regard to this project have been fully paid. The applicant shall also be required to deliver proof that all required Public Improvement, Erosion Control and Landscaping inspection fees and escrow have been deposited with the Town. The plans shall not be signed until proof, satisfactory to the Chair, has been presented showing that all fees have been paid and escrow deposits made.

Approval of the final site plan shall, pursuant to Section 185-58 (E) of the Zoning Ordinance, be valid for two years from the date this resolution is filed in the office of the Town Clerk, after which time this approval shall be null and void unless a building permit has been issued. If no building permit has been issued within that time, the plan must be resubmitted to the Planning Board for approval.

A FAILURE to comply with the general condition immediately above in a timely manner shall result, without further action, in a lapsing of this approval.

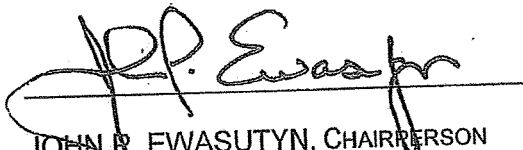
ARB Approval

Dated: February 5, 2015

Site Plan Approval

In Favor 6 Against 0 Abstain      Absent 1

Dated: June 18, 2015

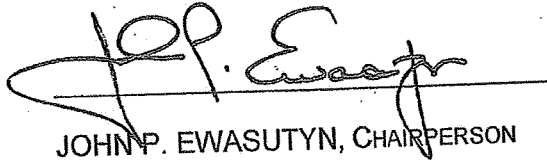
  
\_\_\_\_\_  
JOHN R. EWASUTYN, CHAIRPERSON  
TOWN OF NEWBURGH PLANNING BOARD

STATE OF NEW YORK )

)ss:

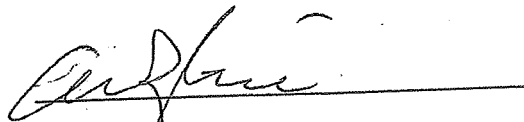
COUNTY OF ORANGE )

I, JOHN P. EWASUTYN, Chairman of the Planning Board of the Town of Newburgh, do hereby certify that the foregoing is a true and exact copy of a Resolution maintained in the office of the Town of Newburgh Planning Board, said resulting from a vote having been taken by the Planning Board at a meetings of said Board held on February 5, 2015 and on June 18, 2015.




JOHN P. EWASUTYN, CHAIRPERSON  
TOWN OF NEWBURGH PLANNING BOARD

I, ANDREW J. ZARUTSKIE, Clerk of the Town of Newburgh, do hereby certify that the foregoing Resolution was filed in the Office of the Town Clerk on JUN 22 2015.



ANDREW J. ZARUTSKIE, CLERK  
TOWN OF NEWBURGH



GIL PIAQUADIO  
Supervisor

845-564-4552  
Fax: 845-566-9486  
e-mail: supervisor@townofnewburgh.org

September 8<sup>th</sup> Town Board Meeting Agenda

I am requesting the purchase of 36.6 hours for computer maintenance from Firthcliffe Technologies Inc. account # 001.1680.0497 for a total of \$ 3000.00



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

Amount Due	Amount Enc.
-\$2,775.09	

Date	Transaction	Amount	Balance
06/17/2015	Balance forward		-2,124.47
06/18/2015	INV #8427. 5/29/15 Remote Administration (Fred)	40.00	-2,084.47
06/23/2015	INV #8117. JF 6/10/15 Remote Administration 6/10/15 (Fred)	0.00	-2,084.47
06/23/2015	INV #8119. JF Remote Administration 6/11/15 (Paul)	40.00	-2,044.47
06/25/2015	INV #8124. SL 6/11/15 Service Call - Court (Nicolas)	40.00	-2,004.47
06/25/2015	INV #8125. SL 6/11/15 Service Call - Highway (Nicolas)	40.00	-1,964.47
06/25/2015	INV #8127. SL 6/11/15 Service Call - Court (Nicolas)	140.00	-1,824.47
06/25/2015	INV #8128. SL 6/11/15 Service Call - Highway (Nicolas)	40.00	-1,784.47
06/25/2015	INV #8129. SL 6/12/15 Service Call (Nicolas)	80.00	-1,704.47
06/25/2015	INV #8130. SL 6/12/15 Remote Administration - Court (Nicolas)	40.00	-1,664.47
06/25/2015	INV #8150. SL 6/19/15 Service Call (Nicolas)	120.00	-1,544.47
06/25/2015	INV #8152. SL 6/22/15 Remote Administration (Paul)	40.00	-1,504.47
06/25/2015	INV #8153. SL 6/22/15 Remote Administration (Paul)	85.00	-1,419.47
06/25/2015	INV #8154. SL 6/23/15 Remote Administration (Paul)	200.00	-1,219.47
06/25/2015	INV #8156. JF 6/24/15 Service Call (Bob)	120.00	-1,099.47
06/28/2015	INV #8201. VOID: 6/29/15 Service Call (Bob)	0.00	-1,099.47
06/28/2015	INV #8205. 6/30/15 Service Call (Nicolas)	40.00	-1,059.47
06/28/2015	INV #8208. 7/1/15 Service Call - Accounting (Nicolas)	40.00	-1,019.47
06/29/2015	INV #8168. VOID: Maintenance Agreement - block of time	0.00	-1,019.47
07/01/2015	INV #8187. JF 6/29/15 Remote Administration (Nicolas)	40.00	-979.47
07/02/2015	INV #8194. JF 7/1/15 Remote Administration (Fred)	40.00	-939.47
07/02/2015	INV #8219. 6/24/15 Remote Administration (Paul)	120.00	-819.47
07/02/2015	INV #8223. 6/26/15 Remote Administration (Paul)	240.00	-579.47
07/06/2015	INV #8237. 7/6/15 Remote Administration (Paul)	40.00	-539.47
07/09/2015	INV #8242. SL 7/6/15 Service Call (Bob)	160.00	-379.47
07/09/2015	INV #8248. SL 7/8/15 Service Call (Bob)	40.00	-339.47
07/14/2015	INV #8267. JF 6/30/15 Remote Administration (Nich)	80.00	-259.47
07/17/2015	INV #8278. SL 7/15/15 Service Call (Nicolas)	40.00	-219.47
07/17/2015	INV #8287. SL 7/16/15 Remote Administration (Bob)	40.00	-179.47
07/17/2015	INV #8297. 7-14-15 Remote Administration (Bob)	40.00	-139.47
07/22/2015	INV #8314. 7/22/15 Service Call (Nicolas)	40.00	-99.47
07/27/2015	PMT #69174. Inv# 8168 ck 7/24/15	-3,000.00	-3,099.47
08/03/2015	INV #8354. SL 7/28/15 Remote Administration (Bob)	120.00	-2,979.47
08/10/2015	INV #8383. 8/4/15 Remote Administration (Paul)	40.00	-2,939.47

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due

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

Amount Due	Amount Enc.
-\$2,775.09	

Date	Transaction	Amount	Balance
08/10/2015	INV #8384. 8/4/15 Service Call - Code & Compliance (Nicolas)	164.38	-2,775.09

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
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Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

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

Quantity	Description	Rate	Amount
1	Maintenance Agreement	3,000.00	3,000.00
0	-- Purchase of Block of 36.36 Hours for Computer Repair		0.00



CLAIMANT'S  
NAME  
AND  
ADDRESS

Firthcliffe Technologies, Inc.  
198 Willow Ave  
Cornwall, NY 12518

TOTAL

Abstract No.

Vendor's  
Ref. No.

TERMS

Dates	Quantity	Description of Materials or Services	Unit Price		Amount		
8/19/15	1	Maintenance Agreement	3000	00	3000	00	
					TOTAL	3000	00

(See Instructions on Reverse Side)

## CLAIMANT'S CERTIFICATION

I, Stacey Lyle, certify that the above account in the amount of \$ 3000.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

8/19/15  
DATE

Stacey Lyle  
SIGNATURE

Vice President  
TITLE

(Space Below for Municipal Use)

## DEPARTMENT APPROVAL

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

## APPROVAL FOR PAYMENT

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

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

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott Manley, Councilman

RESOLUTION OF TOWN BOARD  
INTRODUCING LOCAL LAW  
TO OVERRIDE THE TAX  
LEVY LIMIT ESTABLISHED  
IN GENERAL MUNICIPAL LAW  
ARTICLE 3-C AND PROVIDING  
FOR PUBLIC NOTICE AND  
PUBLIC HEARING

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

BE IT RESOLVED that a Local Law to Override the Tax Levy Limit Established in General Municipal Law Article 3-C be and hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

BE IT FURTHER RESOLVED that a copy of the aforesaid proposed local law in final form be laid upon the desk of each member of the Town Board at least seven (7) days prior to a public hearing on said proposed local law, and

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the \_\_\_th day of \_\_\_\_\_, 2015 at 7:00 o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by the publication of a notice in the official newspapers of the Town, specifying the time when and the place where such public hearing will be held at least three (3) days prior to the public hearing, and posting of such notice together with a copy of such local law in accordance with the requirements of the Municipal Home Rule Law and Chapter 25 of the Code of the Town of Newburgh.

LOCAL LAW NO. \_\_ OF THE YEAR 2015

A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN  
GENERAL MUNICIPAL LAW 3-C

BE IT ENACTED by the Town Board of the Town of Newburgh, as follows:

**Section 1. Legislative Intent**

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Newburgh, County of Orange pursuant to General Municipal Law § 3-c, and to allow the Town of Newburgh, County of Orange to adopt a town budget for (a) town purposes and (b) any other special or improvement district governed by the town board for the fiscal year 2016 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

**Section 2. Authority**

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the town board.

**Section 3. Tax Levy Limit Override**

The Town Board of the Town of Newburgh, County of Orange is hereby authorized to adopt a budget(s) for the fiscal year 2016 that requires a real property tax levy in excess of the limit specified in General Municipal Law, §3-c.

**Section 4. Severability.**

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective date.**

This local law shall take effect immediately.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott Manley, Councilman

RESOLUTION REMOVING THE FUNCTIONS  
OF EXEMPTION AND ASSESSMENT  
SERVICES BY THE OFFICE OF TOWN  
ASSESSOR AND AUTHORIZING  
NEGOTIATION AND SUBMISSION OF  
AGREEMENT ASSIGNING SAID DUTIES  
TO THE ORANGE COUNTY REAL PROPERTY  
TAX SERVICES OFFICE TO BE EFFECTIVE  
JANUARY 1, 2016 SUBJECT TO PERMISSIVE  
REFERENDUM

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

**WHEREAS**, the Town Board of the Town of Newburgh (the "Town") in the  
interest of economy and efficiency of operation has investigated and reviewed the  
functions served by the office of Town Assessor, and

**WHEREAS**, the County Real Property Tax Services Office has the ability to provide  
assessment services to the Town, and

**WHEREAS**, Section 1537 of the Real Property Tax Law of the State of New York  
permits the Town Board of Newburgh to enter into, amend, cancel and terminate an  
agreement with a County for appraisal services, exemption services and assessment services,  
including the appointment of the person to perform the assessment services, subject to  
permissive referendum; and

**WHEREAS**, such an agreement shall be considered an agreement for the provision  
of a "joint service" pursuant to Article 5-G of the General Municipal Law.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Newburgh as  
follows:

**Section 1.** It is the intent of the Town Board to authorize negotiations in anticipation of executing  
an agreement with Orange County, pursuant to the provisions of Real Property Tax Law Section  
1537, for the Orange County Real Property Tax Service Office to provide exemption and  
assessment services to the Town of Newburgh, including the appointment of the individual to  
perform the exemption and assessment services to be effective January 1, 2015 and the Town  
Board hereby authorizes such negotiations subject to the requirements below.

**Section 2.** Pursuant to the provisions of Real Property Tax Law section 1537(1)(c), the approval of  
an agreement with Orange County for exemption and assessment services would be taken up by  
the Town Board no sooner than October \_\_, 2015, a period of forty five (45) days prior to  
submission, as the instant Resolution is subject to permissive referendum.

**Section 3.** This resolution is subject to permissive referendum and the Town Clerk is hereby  
authorized and directed, within ten (10) days after the adoption of this resolution, to publish or  
cause to be published, in full, in the official newspapers of the Town, a Notice in substantially the  
following form and in addition thereto, to post or cause to be posted on the signboard of the Town  
of Newburgh a copy of such notice within ten (10) days after the date of the adoption of this

Assigning Said Duties to the Orange County Real Property Tax Services Office to be Effective January 1, 2016 Subject to Permissive Referendum" an abstract of such resolution, concisely stating the purpose and effect thereof, being as follows:

**FIRST:** Pursuant to the provisions of Real Property Tax Law section 1537, the Town Board is desirous of eliminating the functions of exemption and assessment services from the office of Town Assessor of the Town of Newburgh, effective December 31, 2015.

**SECOND:** It is the intent of the Town Board to authorize negotiations in anticipation of executing an agreement with Orange County, pursuant to the provisions of Real Property Tax Law Section 1537(1), for the Orange County Real Property Tax Service Office to provide exemption and assessment services to the Town of Newburgh to be effective January 1, 2016 and the Town Board does authorize such negotiations subject to the requirements below.

**THIRD:** Pursuant to the provisions of Real Property Tax Law section 1537(1)(c), the elimination of assessment services by the office of Town Assessor would be taken up by the Town Board no sooner than October \_\_, 2015, a period of forty five (45) days prior to submission, as the instant Resolution is subject to permissive referendum.

DATED: September \_\_, 2015

Andrew J. Zarutskie,  
Town Clerk

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

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

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, Town Clerk of the Town of Newburgh, DO HEREBY CERTIFY that I have compared the foregoing resolution, duly adopted by the Town Board of the Town of Newburgh on the \_\_\_th day of September, 2015, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my name and the seal of said Town on this \_\_\_\_\_ day of September, 2015.

---

Andrew J. Zarutskie, Town Clerk

-----X  
IN THE MATTER OF THE

LAYING OUT OF CERTAIN TOWN  
HIGHWAYS IN THE TOWN OF NEWBURGH,  
ORANGE COUNTY, NEW YORK

CONSENT OF  
TOWN BOARD  
TO DEDICATION

EAST MEADOW WINDS LANE (SECTION)  
WEST MEADOW WINDS LANE (SECTION)

-----X  
BE IT RESOLVED, that consent be and the same hereby is given to the Town Superintendent of Highways of the Town of Newburgh to make an Order Laying Out the Lands described in Schedule "A" attached hereto, in accordance with the provisions of the Highway Law and other statutes applicable thereto.

Dated the    th day of September, 2015.

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

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

SEE ATTACHMENT



AT INTERSTATE 84  
NEWBURGH, NEW YORK 12550

(845) 562-3500  
FACSIMILE (845) 562-3117  
FACSIMILE SERVICE NOT ACCEPTED

JOSEPH M. SAFFIOTI

MICHELLE ANDERSON

HON. PETER C. PATSALOS  
OF COUNSEL

August 25, 2015

Mark C. Taylor, Esq.  
Rider, Weiner, et al.  
655 Little Britain Road  
New Windsor, NY 12553

Re: Meadow Winds One LLC w/ The Town of Newburgh

Dear Mark:

As requested in our recent telephone conversations and emails concerning the above referenced matter enclosed please find completed TP584 and E&A's for the two road dedication parcels in the Meadow Winds One subdivision. Would you kindly expedite the completion and filing of the dedication to the Town of Newburgh.

Please advise if any additional documentation is required.

Very truly yours,  
SAFFIOTI & ANDERSON



By: JOSEPH M. SAFFIOTI

JMS/csg

Enclosure(s)

Cc: Meadow Winds One LLC - *Via Email*

## DEVELOPER'S AGREEMENT

THIS AGREEMENT is made this 20<sup>th</sup> day of <sup>September</sup> ~~August~~ 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.

Town of Newburgh

By:

  
Member/Manager

Raymond P. Yonno

By:

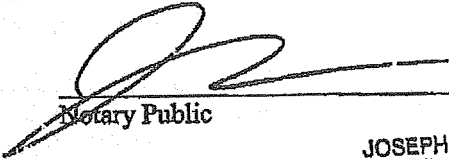
  
Wayne Both, Supervisor



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. Yacono 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. SAFFIOTTI  
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. Bostle, 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. 01BL8149418  
Qualified in Orange County  
Commission Expires July 10, 2014

## 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.



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

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

*Resolution*

55 Airport Center Drive  
Suite 202  
New Windsor, New York 12553

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

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

**TOWN OF NEWBURGH  
PLANNING BOARD  
TECHNICAL REVIEW COMMENTS**

**PROJECT NAME:** BUCKEYE TERMINALS, LLC  
**PROJECT NO.:** 14-21  
**PROJECT LOCATION:** SECTION 9, BLOCK 1, LOTS 35, 36, & 41  
ZONE R1 & I  
**REVIEW DATE:** 17 FEBRUARY 2015  
**MEETING DATE:** 19 FEBRUARY 2015  
**REPRESENTATIVE:** BORBAS SURVEYING MAPPING LLC.

1. The plans have been revised based on our office's previous comments and comments received at a previous Planning Board meeting. The Applicant's representative has proposed to dedicate a minimum of 25 feet from the center line of each roadway where the Applicants control the roadway frontage. Offers of dedication and session for these properties should be prepared for Mike Donnelly and/or Mark Taylor's review.
2. The proposed lot consolidations eliminate previously existing bulk issues regarding existing tanks and structures.
3. Comments from Mike Donnelly and/or Mark Taylor's office should be received regarding the creation of proposed Lot 36, a 10.49± acre parcel which is wholly under water and/or tidal influence. This parcel could be combined with parcel 37 utilizing the Z connecting lines across the railroad parcels.

Respectfully submitted,

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

Patrick J. Hines  
Principal

Law Offices  
220 White Plains Road, 5<sup>th</sup> Floor  
Tarrytown, New York 10591  
Tel. (914) 682-0707  
Fax. (914) 682-0708  
www.szlawfirm.net

August 14, 2015

VIA OVERNIGHT MAIL

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

Re: Buckeye Terminal LLC Lot Line Consolidation Plan – Town of Newburgh

Dear Mr. Taylor:

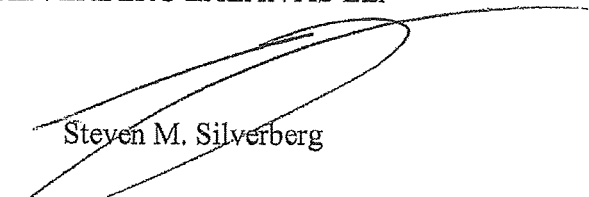
Enclosed please find the following original documents from Buckeye Terminals, LLC:

1. New York State Department of Real Property Transfer Report;
2. Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax;
3. Irrevocable Offer of Dedication;
4. Quietclaim Deed; and
5. Buckeye's \$310 check.

Please do not hesitate to contact me with any questions.

Very truly yours,

SILVERBERG ZALANTIS LLP



Steven M. Silverberg

## PROPERTY INFORMATION

1. Property Location 924 River Road  
 \*STREET NUMBER \*STREET NAME  
 Newburgh  
 \*CITY OR TOWN VILLAGE 12550  
 \*ZIP CODE

2. Buyer Name Town of Newburgh  
 \*LAST NAME/COMPANY FIRST NAME  
 LAST NAME/COMPANY FIRST NAME

3. Tax Billing Address Town of Newburgh  
 Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) LAST NAME/COMPANY FIRST NAME  
 1496 Route 300 Newburgh NY 12550  
 STREET NUMBER AND NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR  Part of a Parcel (Only if Part of a Parcel) Check as they apply:  
 4A. Planning Board with Subdivision Authority Exists   
 4B. Subdivision Approval was Required for Transfer   
 4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size X 5.54  
 \*FRONT FEET \*DEPTH \*ACRES

6. Seller Name Buckeye Terminals LLC  
 \*LAST NAME/COMPANY FIRST NAME  
 LAST NAME/COMPANY FIRST NAME

7. Select the description which most accurately describes the use of the property at the time of sale:  
 F. Commercial

8. Ownership Type is Condominium   
 9. New Construction on a Vacant Land   
 10A. Property Located within an Agricultural District   
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

## SALE INFORMATION

11. Sale Contract Date 07/31/2015  
 \*12. Date of Sale/Transfer 08/06/2015  
 \*13. Full Sale Price 0.00  
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:  
 A. Sale Between Relatives or Former Relatives  
 B. Sale between Related Companies or Partners in Business.  
 C. One of the Buyers is also a Seller  
 D. Buyer or Seller is Government Agency or Lending Institution  
 E. Deed Type not Warranty or Bargain and Sale (Specify Below)  
 F. Sale of Fractional or Less than Fee Interest (Specify Below)  
 G. Significant Change in Property Between Taxable Status and Sale Date  
 H. Sale of Business is Included in Sale Price  
 I. Other Unusual Factors Affecting Sale Price (Specify Below)  
 J. None

Comment(s) on Condition:

## ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken (YY) 15 \*17. Total Assessed Value 10  
 \*18. Property Class 340 \*19. School District Name Marlboro CSD  
 \*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))  
 334600

## CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE  
 BUYER SIGNATURE  
 BUYER SIGNATURE  
 DATE 8-11-15

## BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Town of Newburgh  
 \*LAST NAME FIRST NAME  
 (845) 564-4554  
 \*AREA CODE \*TELEPHONE NUMBER (Ex: 6099999)  
 924 River Road  
 \*STREET NUMBER \*STREET NAME  
 Newburgh NY 12550  
 \*CITY OR TOWN \*STATE \*ZIP CODE

BUYER'S ATTORNEY

# Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

## Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor) Buckeye Terminals LLC	Social security number
	Mailing address 9999 Hamilton Boulevard	Social security number
	City State ZIP code Breinigsville PA 18031	Federal EIN
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN 23-3045458
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee) Town of Newburgh	Social security number
	Mailing address 1496 Route 300	Social security number
	City State ZIP code Newburgh NY 125550	Federal EIN
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

### Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
a portion of lot 9-1-35	334600	924 River Road, Newburgh N.Y.	Town of Newburgh	Orange

### Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input checked="" type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="margin-left: auto; margin-right: auto; border: 1px solid black;"> <tr> <td style="padding: 2px 5px;">08</td> <td style="padding: 2px 5px;">06</td> <td style="padding: 2px 5px;">2015</td> </tr> <tr> <td style="font-size: 8px; text-align: center;">month</td> <td style="font-size: 8px; text-align: center;">day</td> <td style="font-size: 8px; text-align: center;">year</td> </tr> </table>	08	06	2015	month	day	year
08	06	2015						
month	day	year						
		Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)						

### Condition of conveyance (check all that apply)

a. <input checked="" type="checkbox"/> Conveyance of fee interest  b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)  c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)  d. <input type="checkbox"/> Conveyance to cooperative housing corporation  e. <input type="checkbox"/> Conveyance pursuant to or in lieu of	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)  g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)  h. <input type="checkbox"/> Conveyance of cooperative apartment(s)  i. <input type="checkbox"/> Syndication  j. <input type="checkbox"/> Conveyance of air rights or development rights	l. <input type="checkbox"/> Option assignment or surrender  m. <input type="checkbox"/> Leasehold assignment or surrender  n. <input type="checkbox"/> Leasehold grant  o. <input type="checkbox"/> Conveyance of an easement  p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)  q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
--	---	--

**Part I** - Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) .....  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.		0 00
2.		
3.		
4.		
5.		
6.		0 00

**Part II** - Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part III** - Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable

Complete the following only if the interest being transferred is a fee simple interest.  
I (we) certify that: (check the appropriate box)

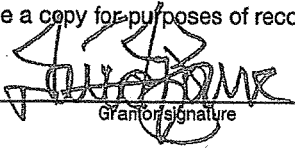
1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	Senior Manager _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title



Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date to \_\_\_\_\_ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
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IRREVOCABLE OFFER OF DEDICATION

To the Town Superintendent of Highways  
Town of Newburgh, Orange County, New York:

This Offer of Dedication dated as of the 31st day of July, 2015 between Buckeye Terminals, LLC a limited liability company having an address at 9999 Hamilton Boulevard, Breinigsville, PA, 18031 (hereinafter "Offeror"), and the TOWN OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York having its principal offices located at Town Hall, 1496 Route 300, Newburgh, New York (hereinafter "Town of Newburgh")

WHEREAS, Offeror is the owner in fee of certain real property located in the Town of Newburgh being a portion of an existing public road rights of way known as portions of Oak Street and River Road,

NOW THEREFORE, Offeror does hereby irrevocably offer to dedicate to the Town of Newburgh the following:

1. All its right, title and interest in and to certain premises as more particularly described in Schedule "A" annexed hereto.
2. Offeror herewith delivers to the Town of Newburgh in statutory form for recording a deed to the property, said deed to be held by the Town of Newburgh and to be placed on record in the Office of the Clerk of the County of Orange at such time or times as the municipality shall determine. Offeror covenants that it is seized of said premises in fee simple and it has good right to convey the same.
3. At the time of acceptance by the Town of Newburgh, title to the premises shall be good and marketable and free from all liens and encumbrances except existing rights of public

said premises for highway purposes where appropriate.

4. Offeror, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, receipt and sufficiency of which is acknowledged, hereby releases the Town of Newburgh, its officers or agents, from any and all claims by reason of the use of the premises for the construction and maintenance of highways on said premises.

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

Buckeye Terminals, LLC

By:

  
\_\_\_\_\_  
David G. Boone, Senior Manager

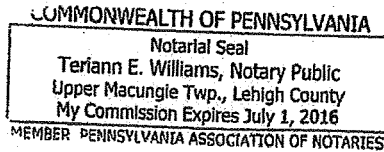
State of Pennsylvania ss:

On the 31<sup>ST</sup> day of <sup>JULY</sup> ~~August~~ in the year 2015 before me, the undersigned, David G. Boone, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Senior Manager, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in LEHIGH COUNTY in the State of Pennsylvania.

(insert the City or other political subdivision)

Teriann E. Williams

(signature and office of individual taking acknowledgment)



Schedule "A"



**Description of Proposed Roadway Right of Way Dedication  
Oak Street and River Road  
Buckeye Terminals, LLC  
In the Town of Newburgh, Orange County, New York**

Beginning at a point at the terminus of the existing right of way line of Oak Street a variable width public right of way and the intersection of the westerly line of Proposed Tax Parcel 9-1-35 at a point in the first course of Parcel II as recorded in Deed Book 13707 on Page 1822, said point being South 43 degrees 11 minutes 32 seconds West, 3.58 feet from its terminus of said first course, as shown on "Lot Line Change/Consolidation Plan, Buckeye Terminals, LLC, Town of Newburgh, Orange County, New York", prepared by Borbas Surveying & Mapping, last revised March 31, 2015, said point having the New York East State Plane coordinates North 994018.7, East 632585.9; and runs thence the following eight (8) courses are along the dividing line between the right of way lines Proposed Oak Street and Proposed Parcel 9-1-35 and continuing along the dividing line between the right of way lines of Proposed River Road and Proposed Parcel 9-1-35:

1. Along a curve to the left having a radius of 187.00 feet, a central angle of 29 degrees 52 minutes 03 seconds, a chord of South 62 degrees 06 minutes 23 seconds East 96.38 feet, for an arc length of 97.48 feet to a point of tangency; thence
2. South 77 degrees 02 minutes 24 seconds East 40.56 feet to a point of curvature; thence
3. Along a curve to the right having a radius of 220.00 feet, a central angle of 55 degrees 01 minutes 13 seconds, a chord of South 49 degrees 31 minutes 48 seconds East 203.24 feet, for an arc length of 211.26 feet to a point; thence
4. South 57 degrees 38 minutes 41 seconds East 59.49 feet to a point; thence by a new line along the westerly sideline of Proposed River Road a variable width public right of way the following thirty-four (34) courses:
5. Along a curve to the left having a radius of 405.00 feet, a central angle of 19 degrees 04 minutes 43 seconds, a chord of North 68 degrees 35 minutes 47 seconds East 134.24 feet, for an arc length of 134.86 feet to a point of tangency; thence
6. North 59 degrees 03 minutes 25 seconds East 120.87 feet to a point; thence
7. North 59 degrees 39 minutes 26 seconds East 110.63 feet to a point of curvature; thence
8. Along a curve to the left having a radius of 3875.00 feet, a central angle of 00 degrees 16 minutes 04 seconds, a chord of North 59 degrees 31 minutes 24 seconds East 18.10 feet, for an arc length of 18.10 feet to a point; thence
9. Along the dividing line between westerly sideline of Proposed River Road and Tax Parcel 9-1-42 as recorded in Deed Book 13258 Page 1055 South 33 degrees 03 minutes 00 seconds East 10.59 feet to a point; thence
10. North 56 degrees 57 minutes 00 seconds East 75.00 feet to a point; thence
11. North 33 degrees 03 minutes 00 seconds West 8.12 feet to a point; thence
12. Along a curve to the left, being the dividing line between River Road and Parcel 9-1-35, having a radius of 3875.00 feet, a central angle of 01 degrees 47 minutes 18 seconds, a chord of

- North 57 degrees 23 minutes 09 seconds East 120.93 feet, for an arc length of 120.94 feet to a point of tangency; thence
13. North 56 degrees 29 minutes 30 seconds East 76.79 feet to a point of curvature; thence
  14. Along a curve to the right having a radius of 380.00 feet, a central angle of 22 degrees 09 minutes 54 seconds, a chord of North 67 degrees 34 minutes 27 seconds East 146.09 feet, for an arc length of 147.00 feet to a point of tangency; thence
  15. North 78 degrees 39 minutes 24 seconds East 61.94 feet to a point of curvature; thence
  16. Along a curve to the left having a radius of 275.00 feet, a central angle of 23 degrees 21 minutes 54 seconds, a chord of North 66 degrees 58 minutes 27 seconds East 111.37 feet, for an arc length of 112.14 feet to a point of tangency; thence
  17. North 55 degrees 17 minutes 30 seconds East 74.27 feet to a point of curvature; thence
  18. Along a curve to the right having a radius of 189.00 feet, a central angle of 25 degrees 53 minutes 29 seconds, a chord of North 68 degrees 14 minutes 15 seconds East 84.68 feet, for an arc length of 85.41 feet to a point of tangency; thence
  19. North 81 degrees 10 minutes 59 seconds East 44.04 feet to a point of curvature; thence
  20. Along a curve to the left having a radius of 325.00 feet, a central angle of 27 degrees 21 minutes 47 seconds, a chord of North 67 degrees 30 minutes 06 seconds East 153.74 feet, for an arc length of 155.21 feet to a point of reverse curvature; thence
  21. Along a reverse curve to the right having a radius of 338.78 feet, a central angle of 13 degrees 47 minutes 31 seconds, a chord of North 60 degrees 42 minutes 58 seconds East 81.35 feet, for an arc length of 81.55 feet to a point of tangency; thence
  22. North 67 degrees 36 minutes 43 seconds East 111.51 feet to a point of curvature; thence
  23. Along a curve to the left having a radius of 535.00 feet, a central angle of 24 degrees 20 minutes 04 seconds, a chord of North 55 degrees 26 minutes 41 seconds East 225.52 feet, for an arc length of 227.22 feet to a point of tangency; thence
  24. North 43 degrees 16 minutes 39 seconds East 281.09 feet to a point; thence
  25. North 43 degrees 56 minutes 41 seconds East 281.63 feet to a point; thence
  26. North 43 degrees 46 minutes 24 seconds East 206.92 feet to a point; thence
  27. North 44 degrees 49 minutes 13 seconds East 233.11 feet to a point; thence
  28. North 43 degrees 53 minutes 30 seconds East 38.87 feet to a point; thence
  29. Along a curve to the left having a radius of 1290.00 feet, a central angle of 07 degrees 16 minutes 16 seconds, a chord of North 40 degrees 15 minutes 23 seconds East 163.59 feet, for an arc length of 163.70 feet to a point; thence
  30. Along the dividing line between the westerly sideline of Proposed River Road and Tax Parcel 9-1-34 as recorded in Deed Book 13629 Page 783, South 51 degrees 44 minutes 16 seconds East 1.59 feet to a point; thence
  31. North 36 degrees 49 minutes 47 seconds East 62.00 feet to a point; thence
  32. North 51 degrees 43 minutes 46 seconds West 1.88 feet to a point; thence
  33. Along the dividing line between the westerly sideline of Proposed River Road and Proposed Tax Parcel 9-1-35, North 36 degrees 33 minutes 27 seconds East 117.43 feet to a point; thence
  34. Along the dividing line between the westerly sideline of Proposed River Road and Tax Parcel 9-1-33 as recorded in Deed Book 5013 Page 156, South 52 degrees 46 minutes 56 seconds East 5.12 feet to a point; thence
  35. Along the dividing line between the westerly sideline of Proposed River Road and Tax Parcel 9-1-33 as recorded in Deed Book 5013 Page 156, Tax Parcel 9-1-32 as recorded in Deed Book

2496 Page 53, Tax Parcel 9-1-31 as recorded in Deed Book 13629 Page 783 (Parcel 2A), North 38 degrees 48 minutes 40 seconds East 304.00 feet to a point; thence

36. North 52 degrees 46 minutes 56 seconds West 6.29 feet to a point; thence

37. Along the dividing line between the westerly sideline of Proposed River Road and Proposed Tax Parcel 9-1-35, North 38 degrees 47 minutes 05 seconds East 68.17 feet to a point; thence

38. Along a curve to the left having a radius of 200.00 feet, a central angle of 15 degrees 09 minutes 31 seconds, a chord of North 31 degrees 12 minutes 20 seconds East 52.76 feet, for an arc length of 52.91 feet to a point; thence

39. Along the dividing line between the northerly sideline of Proposed River Road and Tax Parcel 9-1-25.1 as recorded in Deed Book 13629 Page 783 (Parcel 2) South 62 degrees 51 minutes 25 seconds East 35.01 feet to a point; thence

40. Along the dividing line between southerly sideline of Proposed River Road and Tax Parcel 9-1-29 as recorded in Deed Book 13629 Page 783 (Parcel 1A) South 38 degrees 48 minutes 40 seconds West 416.28 feet to a point; thence

41. South 36 degrees 34 minutes 10 seconds West 92.29 feet to a point; thence

42. South 37 degrees 15 minutes 23 seconds East 24.30 feet to a point; thence by a new line along the dividing line between the southerly sideline of Proposed River Road and Proposed Parcel 9-1-37 the following fifteen (15) courses

43. South 36 degrees 33 minutes 27 seconds West 93.13 feet to a point of curvature; thence

44. Along a curve to the right having a radius of 1340.00 feet, a central angle of 07 degrees 20 minutes 03 seconds, a chord of South 40 degrees 13 minutes 29 seconds West 171.41 feet, for an arc length of 171.53 feet to a point of tangency; thence

45. South 43 degrees 53 minutes 30 seconds West 39.28 feet to a point; thence

46. South 44 degrees 49 minutes 13 seconds West 233.06 feet to a point; thence

47. South 43 degrees 46 minutes 24 seconds West 206.53 feet to a point; thence

48. South 43 degrees 56 minutes 41 seconds West 281.41 feet to a point; thence

49. South 43 degrees 16 minutes 39 seconds West 280.80 feet to a point of curvature; thence

50. Along a curve to the right having a radius of 585.00 feet, a central angle of 24 degrees 20 minutes 04 seconds, a chord of South 55 degrees 26 minutes 41 seconds West 246.60 feet, for an arc length of 248.46 feet to a point of tangency; thence

51. South 67 degrees 36 minutes 43 seconds West 111.51 feet to a point of curvature; thence

52. Along a curve to the left having a radius of 288.78 feet, a central angle of 13 degrees 47 minutes 31 seconds, a chord of South 60 degrees 42 minutes 58 seconds West 69.35 feet, for an arc length of 69.51 feet to a point of reverse curvature; thence

53. Along a reverse curve to the right having a radius of 375.00 feet, a central angle of 27 degrees 21 minutes 47 seconds, a chord of South 67 degrees 30 minutes 06 seconds West 177.39 feet, for an arc length of 179.09 feet to a point of tangency; thence

54. South 81 degrees 10 minutes 59 seconds West 44.04 feet to a point of curvature; thence

55. Along a curve to the left having a radius of 139.00 feet, a central angle of 25 degrees 53 minutes 29 seconds, a chord of South 68 degrees 14 minutes 15 seconds West 62.28 feet, for an arc length of 62.81 feet to a point of tangency; thence

56. South 55 degrees 17 minutes 30 seconds West 7.58 feet to a point; thence

57. South 33 degrees 06 minutes 00 seconds East 0.97 feet to a point; thence

58. Along the dividing line between the easterly sideline of Proposed River Road and Tax Parcel 9-1-40 as recorded in Deed Book 13619 Page 1839, South 65 degrees 25 minutes 18 seconds West 478.39 feet to a point; thence along the dividing line between the easterly sideline of



Proposed River Road and Tax Parcel 9-1-39 as recorded in Deed Book 5959 Page 275 the following three (3) courses

59. South 52 degrees 02 minutes 30 seconds West 110.00 feet to a point; thence

60. South 59 degrees 50 minutes 30 seconds West 425.00 feet to a point; thence

61. South 04 degrees 07 minutes 30 seconds West 40.00 feet to a point; thence along the dividing line of the northerly sideline of Proposed Oak Street variable width public right of way the following ten (10) courses:

62. Along the northerly sideline of Oak Street and the southerly line of Tax Parcel 9-1-39, South 50 degrees 06 minutes 10 seconds East 209.79 feet to a point; thence

63. North 56 degrees 54 minutes 00 seconds East 17.82 feet to a point; thence

64. By a new line along the dividing line between the northerly sideline of Proposed Oak Street and Proposed Parcel 9-1-37, South 46 degrees 23 minutes 40 seconds East 126.44 feet to a point; thence

65. South 45 degrees 55 minutes 51 seconds East 29.02 feet to a point of curvature; thence

66. Along a curve to the right having a radius of 425.00 feet, a central angle of 08 degrees 07 minutes 24 seconds, a chord of South 41 degrees 52 minutes 09 seconds East 60.21 feet, for an arc length of 60.26 feet to a point of tangency; thence

67. South 37 degrees 48 minutes 27 seconds East 80.01 feet to a point of curvature; thence

68. Along a curve to the right having a radius of 185.00 feet, a central angle of 60 degrees 19 minutes 47 seconds, a chord of South 07 degrees 38 minutes 34 seconds East 185.92 feet, for an arc length of 194.80 feet to a point of tangency; thence

69. South 22 degrees 31 minutes 20 seconds West 28.94 feet to a point of curvature; thence

70. Along a curve to the right having a radius of 135.00 feet, a central angle of 23 degrees 40 minutes 05 seconds, a chord of South 34 degrees 21 minutes 22 seconds West 55.37 feet, for an arc length of 55.77 feet to a point; thence

71. Along the dividing line between easterly sideline of Proposed Oak Street and Tax Parcel 9-3-64 as recorded in Deed Book 1604 Page 589, South 56 degrees 54 minutes 00 seconds West 97.11 feet to a point; thence

72. Along the southerly sideline of Proposed Oak Street, North 33 degrees 06 minutes 00 seconds West 50.00 feet to a point; thence along the dividing line between the southerly sideline of Oak Street and Tax Parcel 9-3-60, Tax Parcel 9-3-61 and Tax Parcel 9-3-62 the following eight (8) courses:

73. Along the dividing line between the westerly and southerly sideline of Proposed Oak Street and Tax Parcel 9-3-62 as recorded in Deed Book 12296 Page 092, North 56 degrees 54 minutes 00 seconds East 99.61 feet to a point; thence

74. North 33 degrees 08 minutes 54 seconds West 6.84 feet to a point; thence

75. North 23 degrees 55 minutes 30 seconds East 104.15 feet to a point; thence

76. North 02 degrees 27 minutes 11 seconds West 42.15 feet to a point; thence

77. Along the dividing line between the southerly sideline of Proposed Oak Street and Tax Parcel 9-3-60 as recorded in Deed Book 12215 Page 660 North 33 degrees 08 minutes 54 seconds West 117.70 feet to a point; thence

78. North 44 degrees 30 minutes 54 seconds West 101.50 feet to a point; thence

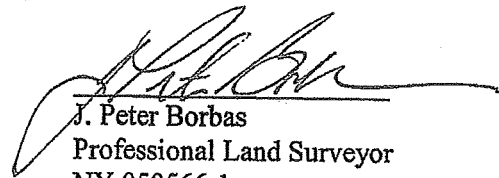
79. Along the dividing line between the southerly sideline of Proposed Oak Street and Tax Parcel 9-3-61 as recorded in Deed Book 3284 Page 155, North 46 degrees 30 minutes 06 seconds West 264.50 feet to a point; thence

80. South 56 degrees 54 minutes 00 seconds West 14.04 feet to a point; thence

81. By a new line along the dividing line between southerly sideline of Proposed Oak Street and Proposed Parcel 9-3-57, North 48 degrees 41 minutes 54 seconds West 22.87 feet to a point; thence
82. North 50 degrees 44 minutes 36 seconds West 127.86 feet to a point; thence
83. Along the southerly sideline of Proposed River Road, North 81 degrees 27 minutes 00 seconds West 16.62 feet to a point; thence
84. Along a curve to the right having a radius of 705.00 feet, a central angle of 11 degrees 30 minutes 57 seconds, a chord of North 86 degrees 18 minutes 39 seconds West 141.46 feet, for an arc length of 141.70 feet to a point of tangency; thence
85. North 80 degrees 33 minutes 11 seconds West 283.02 feet to a point; thence
86. North 30 degrees 38 minutes 00 seconds East 8.15 feet to a point; thence
87. South 81 degrees 27 minutes 00 seconds East 393.77 feet to a point; thence
88. Along the southerly sideline of Proposed Oak Street, North 42 degrees 34 minutes 59 seconds West 116.31 feet to a point; thence
89. Along the dividing line between the southerly sideline of Proposed Oak Street and Tax Parcel 9-3-56 as recorded in Deed Book 13279 Page 1607 and Tax Parcel 9-3-55 as recorded in Deed Book 1785 Page 1069, North 58 degrees 37 minutes 17 seconds West 266.09 feet to a point; thence
90. Along the westerly sideline of Proposed Oak Street, North 43 degrees 11 minutes 32 seconds East 63.81 feet to the point and place of beginning.

Containing 241,621 square feet or 5.5469 acres of land.

This description prepared in accordance with a survey prepared by Borbas Surveying and Mapping, LLC dated March 31, 2015.



J. Peter Borbas  
Professional Land Surveyor  
NY 050566-1  
March 31, 2015

**BETWEEN**

Buckeye Terminals, LLC  
9999 Hamilton Boulevard  
Beiginsville, PA 18031

party of the first part, and

Town of Newburgh  
Town Hall  
1496 Route 300  
Newburgh, , NY 12550

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the shown on Schedule "A" annexed

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

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

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

IN PRESENCE OF

  
\_\_\_\_\_  
\_\_\_\_\_  
David Boudin, Sr. Manager

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

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

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

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

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

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of Pennsylvania

ss:

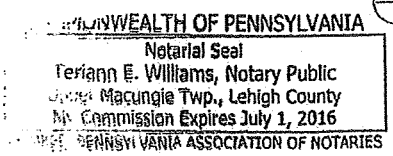
On the 6TH day of JULY <sup>ADGUST - TEN</sup> in the year 2015 before me, the undersigned, personally appeared

David G. Boone, Senior Manager personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

LEHIGH COUNTY  
(insert the City or other political subdivision)

in the State of Pennsylvania  
(and insert the State or Country or other place the acknowledgment was taken)

Teriann E. Williams  
(signature and office of individual taking acknowledgment)



- DISTRICT
- SECTION
- BLOCK
- LOT
- COUNTY OR TOWN
- STREET ADDRESS

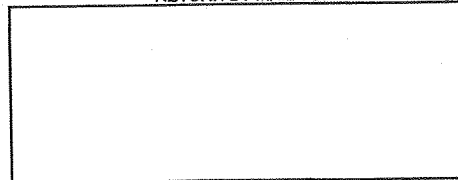
**QUITCLAIM DEED**

Title No. \_\_\_\_\_

TO

Recorded at Request of  
NEW YORK TITLE

RETURN BY MAIL TO:



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www.nytitle.com

FOR USE OF RECORDING OFFICE



**Description of Proposed Roadway Right of Way Dedication  
Oak Street and River Road  
Buckeye Terminals, LLC  
In the Town of Newburgh, Orange County, New York**

Beginning at a point at the terminus of the existing right of way line of Oak Street a variable width public right of way and the intersection of the westerly line of Proposed Tax Parcel 9-1-35 at a point in the first course of Parcel II as recorded in Deed Book 13707 on Page 1822, said point being South 43 degrees 11 minutes 32 seconds West, 3.58 feet from its terminus of said first course, as shown on "Lot Line Change/Consolidation Plan, Buckeye Terminals, LLC, Town of Newburgh, Orange County, New York", prepared by Borbas Surveying & Mapping, last revised March 31, 2015, said point having the New York East State Plane coordinates North 994018.7, East 632585.9; and runs thence the following eight (8) courses are along the dividing line between the right of way lines Proposed Oak Street and Proposed Parcel 9-1-35 and continuing along the dividing line between the right of way lines of Proposed River Road and Proposed Parcel 9-1-35:

1. Along a curve to the left having a radius of 187.00 feet, a central angle of 29 degrees 52 minutes 03 seconds, a chord of South 62 degrees 06 minutes 23 seconds East 96.38 feet, for an arc length of 97.48 feet to a point of tangency; thence
2. South 77 degrees 02 minutes 24 seconds East 40.56 feet to a point of curvature; thence
3. Along a curve to the right having a radius of 220.00 feet, a central angle of 55 degrees 01 minutes 13 seconds, a chord of South 49 degrees 31 minutes 48 seconds East 203.24 feet, for an arc length of 211.26 feet to a point; thence
4. South 57 degrees 38 minutes 41 seconds East 59.49 feet to a point; thence by a new line along the westerly sideline of Proposed River Road a variable width public right of way the following thirty-four (34) courses:
5. Along a curve to the left having a radius of 405.00 feet, a central angle of 19 degrees 04 minutes 43 seconds, a chord of North 68 degrees 35 minutes 47 seconds East 134.24 feet, for an arc length of 134.86 feet to a point of tangency; thence
6. North 59 degrees 03 minutes 25 seconds East 120.87 feet to a point; thence
7. North 59 degrees 39 minutes 26 seconds East 110.63 feet to a point of curvature; thence
8. Along a curve to the left having a radius of 3875.00 feet, a central angle of 00 degrees 16 minutes 04 seconds, a chord of North 59 degrees 31 minutes 24 seconds East 18.10 feet, for an arc length of 18.10 feet to a point; thence
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  14. Along a curve to the right having a radius of 380.00 feet, a central angle of 22 degrees 09 minutes 54 seconds, a chord of North 67 degrees 34 minutes 27 seconds East 146.09 feet, for an arc length of 147.00 feet to a point of tangency; thence
  15. North 78 degrees 39 minutes 24 seconds East 61.94 feet to a point of curvature; thence
  16. Along a curve to the left having a radius of 275.00 feet, a central angle of 23 degrees 21 minutes 54 seconds, a chord of North 66 degrees 58 minutes 27 seconds East 111.37 feet, for an arc length of 112.14 feet to a point of tangency; thence
  17. North 55 degrees 17 minutes 30 seconds East 74.27 feet to a point of curvature; thence
  18. Along a curve to the right having a radius of 189.00 feet, a central angle of 25 degrees 53 minutes 29 seconds, a chord of North 68 degrees 14 minutes 15 seconds East 84.68 feet, for an arc length of 85.41 feet to a point of tangency; thence
  19. North 81 degrees 10 minutes 59 seconds East 44.04 feet to a point of curvature; thence
  20. Along a curve to the left having a radius of 325.00 feet, a central angle of 27 degrees 21 minutes 47 seconds, a chord of North 67 degrees 30 minutes 06 seconds East 153.74 feet, for an arc length of 155.21 feet to a point of reverse curvature; thence
  21. Along a reverse curve to the right having a radius of 338.78 feet, a central angle of 13 degrees 47 minutes 31 seconds, a chord of North 60 degrees 42 minutes 58 seconds East 81.35 feet, for an arc length of 81.55 feet to a point of tangency; thence
  22. North 67 degrees 36 minutes 43 seconds East 111.51 feet to a point of curvature; thence
  23. Along a curve to the left having a radius of 535.00 feet, a central angle of 24 degrees 20 minutes 04 seconds, a chord of North 55 degrees 26 minutes 41 seconds East 225.52 feet, for an arc length of 227.22 feet to a point of tangency; thence
  24. North 43 degrees 16 minutes 39 seconds East 281.09 feet to a point; thence
  25. North 43 degrees 56 minutes 41 seconds East 281.63 feet to a point; thence
  26. North 43 degrees 46 minutes 24 seconds East 206.92 feet to a point; thence
  27. North 44 degrees 49 minutes 13 seconds East 233.11 feet to a point; thence
  28. North 43 degrees 53 minutes 30 seconds East 38.87 feet to a point; thence
  29. Along a curve to the left having a radius of 1290.00 feet, a central angle of 07 degrees 16 minutes 16 seconds, a chord of North 40 degrees 15 minutes 23 seconds East 163.59 feet, for an arc length of 163.70 feet to a point; thence
  30. Along the dividing line between the westerly sideline of Proposed River Road and Tax Parcel 9-1-34 as recorded in Deed Book 13629 Page 783, South 51 degrees 44 minutes 16 seconds East 1.59 feet to a point; thence
  31. North 36 degrees 49 minutes 47 seconds East 62.00 feet to a point; thence
  32. North 51 degrees 43 minutes 46 seconds West 1.88 feet to a point; thence
  33. Along the dividing line between the westerly sideline of Proposed River Road and Proposed Tax Parcel 9-1-35, North 36 degrees 33 minutes 27 seconds East 117.43 feet to a point; thence
  34. Along the dividing line between the westerly sideline of Proposed River Road and Tax Parcel 9-1-33 as recorded in Deed Book 5013 Page 156, South 52 degrees 46 minutes 56 seconds East 5.12 feet to a point; thence
  35. Along the dividing line between the westerly sideline of Proposed River Road and Tax Parcel 9-1-33 as recorded in Deed Book 5013 Page 156, Tax Parcel 9-1-32 as recorded in Deed Book

2496 Page 53, Tax Parcel 9-1-31 as recorded in Deed Book 13629 Page 783 (Parcel 2A), North 38 degrees 48 minutes 40 seconds East 304.00 feet to a point; thence

36. North 52 degrees 46 minutes 56 seconds West 6.29 feet to a point; thence
37. Along the dividing line between the westerly sideline of Proposed River Road and Proposed Tax Parcel 9-1-35, North 38 degrees 47 minutes 05 seconds East 68.17 feet to a point; thence
38. Along a curve to the left having a radius of 200.00 feet, a central angle of 15 degrees 09 minutes 31 seconds, a chord of North 31 degrees 12 minutes 20 seconds East 52.76 feet, for an arc length of 52.91 feet to a point; thence
39. Along the dividing line between the northerly sideline of Proposed River Road and Tax Parcel 9-1-25.1 as recorded in Deed Book 13629 Page 783 (Parcel 2) South 62 degrees 51 minutes 25 seconds East 35.01 feet to a point; thence
40. Along the dividing line between southerly sideline of Proposed River Road and Tax Parcel 9-1-29 as recorded in Deed Book 13629 Page 783 (Parcel 1A) South 38 degrees 48 minutes 40 seconds West 416.28 feet to a point; thence
41. South 36 degrees 34 minutes 10 seconds West 92.29 feet to a point; thence
42. South 37 degrees 15 minutes 23 seconds East 24.30 feet to a point; thence by a new line along the dividing line between the southerly sideline of Proposed River Road and Proposed Parcel 9-1-37 the following fifteen (15) courses
43. South 36 degrees 33 minutes 27 seconds West 93.13 feet to a point of curvature; thence
44. Along a curve to the right having a radius of 1340.00 feet, a central angle of 07 degrees 20 minutes 03 seconds, a chord of South 40 degrees 13 minutes 29 seconds West 171.41 feet, for an arc length of 171.53 feet to a point of tangency; thence
45. South 43 degrees 53 minutes 30 seconds West 39.28 feet to a point; thence
46. South 44 degrees 49 minutes 13 seconds West 233.06 feet to a point; thence
47. South 43 degrees 46 minutes 24 seconds West 206.53 feet to a point; thence
48. South 43 degrees 56 minutes 41 seconds West 281.41 feet to a point; thence
49. South 43 degrees 16 minutes 39 seconds West 280.80 feet to a point of curvature; thence
50. Along a curve to the right having a radius of 585.00 feet, a central angle of 24 degrees 20 minutes 04 seconds, a chord of South 55 degrees 26 minutes 41 seconds West 246.60 feet, for an arc length of 248.46 feet to a point of tangency; thence
51. South 67 degrees 36 minutes 43 seconds West 111.51 feet to a point of curvature; thence
52. Along a curve to the left having a radius of 288.78 feet, a central angle of 13 degrees 47 minutes 31 seconds, a chord of South 60 degrees 42 minutes 58 seconds West 69.35 feet, for an arc length of 69.51 feet to a point of reverse curvature; thence
53. Along a reverse curve to the right having a radius of 375.00 feet, a central angle of 27 degrees 21 minutes 47 seconds, a chord of South 67 degrees 30 minutes 06 seconds West 177.39 feet, for an arc length of 179.09 feet to a point of tangency; thence
54. South 81 degrees 10 minutes 59 seconds West 44.04 feet to a point of curvature; thence
55. Along a curve to the left having a radius of 139.00 feet, a central angle of 25 degrees 53 minutes 29 seconds, a chord of South 68 degrees 14 minutes 15 seconds West 62.28 feet, for an arc length of 62.81 feet to a point of tangency; thence
56. South 55 degrees 17 minutes 30 seconds West 7.58 feet to a point; thence
57. South 33 degrees 06 minutes 00 seconds East 0.97 feet to a point; thence
58. Along the dividing line between the easterly sideline of Proposed River Road and Tax Parcel 9-1-40 as recorded in Deed Book 13619 Page 1839, South 65 degrees 25 minutes 18 seconds West 478.39 feet to a point; thence along the dividing line between the easterly sideline of

Proposed River Road and Tax Parcel 9-1-39 as recorded in Deed Book 5959 Page 275 the following three (3) courses

59. South 52 degrees 02 minutes 30 seconds West 110.00 feet to a point; thence  
60. South 59 degrees 50 minutes 30 seconds West 425.00 feet to a point; thence  
61. South 04 degrees 07 minutes 30 seconds West 40.00 feet to a point; thence along the dividing line of the northerly sideline of Proposed Oak Street variable width public right of way the following ten (10) courses:

62. Along the northerly sideline of Oak Street and the southerly line of Tax Parcel 9-1-39, South 50 degrees 06 minutes 10 seconds East 209.79 feet to a point; thence

63. North 56 degrees 54 minutes 00 seconds East 17.82 feet to a point; thence

64. By a new line along the dividing line between the northerly sideline of Proposed Oak Street and Proposed Parcel 9-1-37, South 46 degrees 23 minutes 40 seconds East 126.44 feet to a point; thence

65. South 45 degrees 55 minutes 51 seconds East 29.02 feet to a point of curvature; thence

66. Along a curve to the right having a radius of 425.00 feet, a central angle of 08 degrees 07 minutes 24 seconds, a chord of South 41 degrees 52 minutes 09 seconds East 60.21 feet, for an arc length of 60.26 feet to a point of tangency; thence

67. South 37 degrees 48 minutes 27 seconds East 80.01 feet to a point of curvature; thence

68. Along a curve to the right having a radius of 185.00 feet, a central angle of 60 degrees 19 minutes 47 seconds, a chord of South 07 degrees 38 minutes 34 seconds East 185.92 feet, for an arc length of 194.80 feet to a point of tangency; thence

69. South 22 degrees 31 minutes 20 seconds West 28.94 feet to a point of curvature; thence

70. Along a curve to the right having a radius of 135.00 feet, a central angle of 23 degrees 40 minutes 05 seconds, a chord of South 34 degrees 21 minutes 22 seconds West 55.37 feet, for an arc length of 55.77 feet to a point; thence

71. Along the dividing line between easterly sideline of Proposed Oak Street and Tax Parcel 9-3-64 as recorded in Deed Book 1604 Page 589, South 56 degrees 54 minutes 00 seconds West 97.11 feet to a point; thence

72. Along the southerly sideline of Proposed Oak Street, North 33 degrees 06 minutes 00 seconds West 50.00 feet to a point; thence along the dividing line between the southerly sideline of Oak Street and Tax Parcel 9-3-60, Tax Parcel 9-3-61 and Tax Parcel 9-3-62 the following eight (8) courses:

73. Along the dividing line between the westerly and southerly sideline of Proposed Oak Street and Tax Parcel 9-3-62 as recorded in Deed Book 12296 Page 092, North 56 degrees 54 minutes 00 seconds East 99.61 feet to a point; thence

74. North 33 degrees 08 minutes 54 seconds West 6.84 feet to a point; thence

75. North 23 degrees 55 minutes 30 seconds East 104.15 feet to a point; thence

76. North 02 degrees 27 minutes 11 seconds West 42.15 feet to a point; thence

77. Along the dividing line between the southerly sideline of Proposed Oak Street and Tax Parcel 9-3-60 as recorded in Deed Book 12215 Page 660 North 33 degrees 08 minutes 54 seconds West 117.70 feet to a point; thence

78. North 44 degrees 30 minutes 54 seconds West 101.50 feet to a point; thence

79. Along the dividing line between the southerly sideline of Proposed Oak Street and Tax Parcel 9-3-61 as recorded in Deed Book 3284 Page 155, North 46 degrees 30 minutes 06 seconds West 264.50 feet to a point; thence

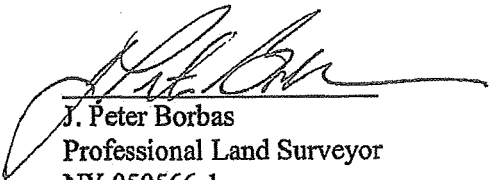
80. South 56 degrees 54 minutes 00 seconds West 14.04 feet to a point; thence



81. By a new line along the dividing line between southerly sideline of Proposed Oak Street and Proposed Parcel 9-3-57, North 48 degrees 41 minutes 54 seconds West 22.87 feet to a point; thence
82. North 50 degrees 44 minutes 36 seconds West 127.86 feet to a point; thence
83. Along the southerly sideline of Proposed River Road, North 81 degrees 27 minutes 00 seconds West 16.62 feet to a point; thence
84. Along a curve to the right having a radius of 705.00 feet, a central angle of 11 degrees 30 minutes 57 seconds, a chord of North 86 degrees 18 minutes 39 seconds West 141.46 feet, for an arc length of 141.70 feet to a point of tangency; thence
85. North 80 degrees 33 minutes 11 seconds West 283.02 feet to a point; thence
86. North 30 degrees 38 minutes 00 seconds East 8.15 feet to a point; thence
87. South 81 degrees 27 minutes 00 seconds East 393.77 feet to a point; thence
88. Along the southerly sideline of Proposed Oak Street, North 42 degrees 34 minutes 59 seconds West 116.31 feet to a point; thence
89. Along the dividing line between the southerly sideline of Proposed Oak Street and Tax Parcel 9-3-56 as recorded in Deed Book 13279 Page 1607 and Tax Parcel 9-3-55 as recorded in Deed Book 1785 Page 1069, North 58 degrees 37 minutes 17 seconds West 266.09 feet to a point; thence
90. Along the westerly sideline of Proposed Oak Street, North 43 degrees 11 minutes 32 seconds East 63.81 feet to the point and place of beginning.

Containing 241,621 square feet or 5.5469 acres of land.

This description prepared in accordance with a survey prepared by Borbas Surveying and Mapping, LLC dated March 31, 2015.



J. Peter Borbas  
Professional Land Surveyor  
NY 050566-1  
March 31, 2015

MACUNGIE, PA August 12 20 15

AT SIGHT

PAY TO THE ORDER OF

Town of Newburgh

WHOSE ADDRESS IS

1496 Route 300, Newburgh, NY 12550

\$ 310.00

Three hundred ten and 00/100

DOLLARS

PAYABLE THROUGH

WACHOVIA  
Wachovia Bank, N.A.  
www.wachovia.com

BUCKEYE PIPE LINE COMPANY L.P.

AGENT

NOT VALID AFTER 180 DAYS

FOR

Recording fees - Roseton terminal road dedication

BETOG 0001501.14145

LINE SEC.

R/W NO.

TWP.

Newburgh

STATE OF

NY

COUNTY OF

Orange

⑈004733⑈ ⑆031000503⑆ 2030000332568⑈

SECTION 20

SECTION 121

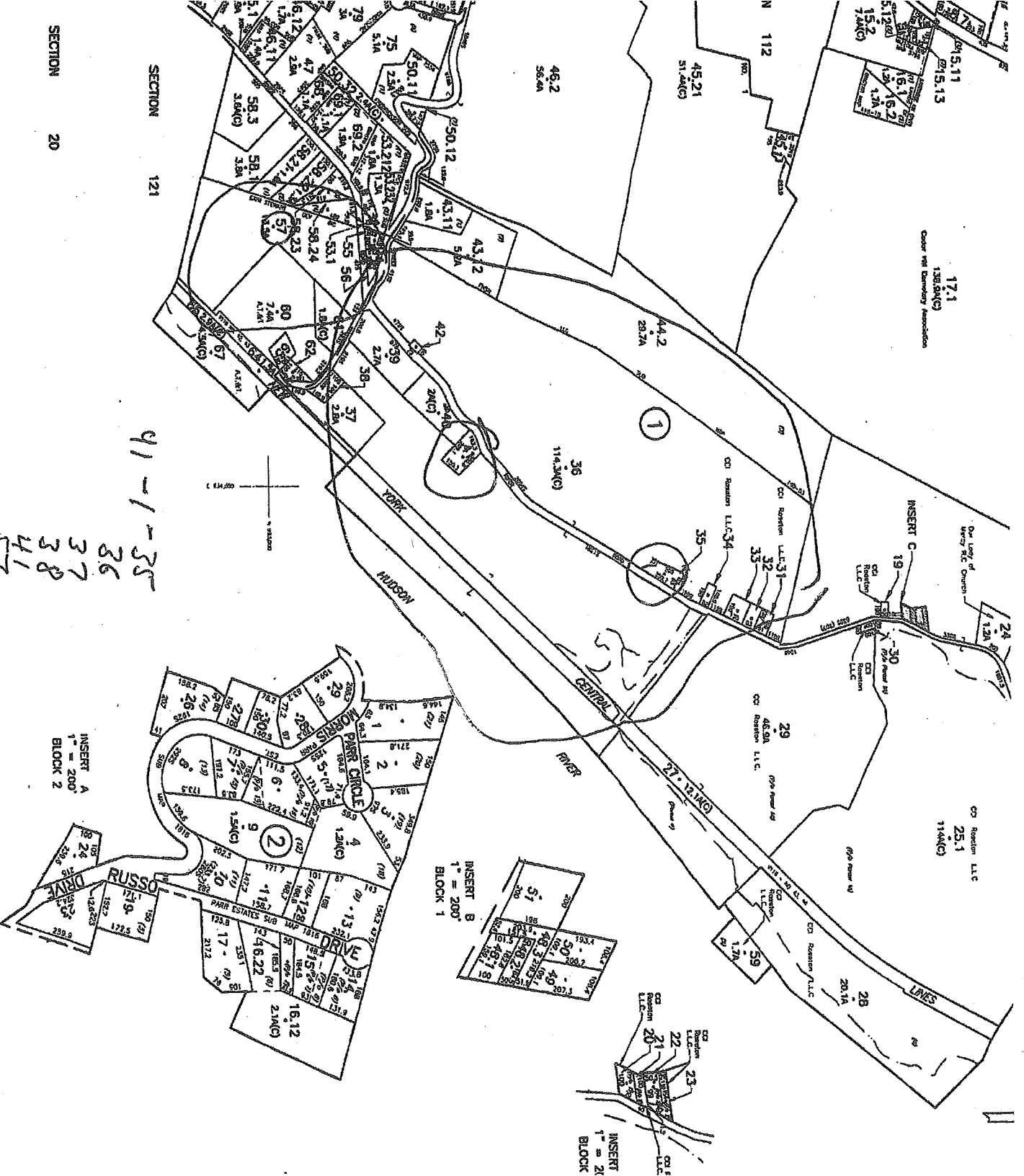
91-1-35

- 36
- 37
- 38
- 41
- 57
- 64

INSERT A  
1" = 200'  
BLOCK 2

INSERT B  
1" = 200'  
BLOCK 1

INSERT  
1" = 200'  
BLOCK



-----X  
IN THE MATTER OF THE

DEDICATION OF PORTIONS OF  
RIGHTS OF WAY TO  
CERTAIN TOWN HIGHWAYS BY USE  
IN THE TOWN OF NEWBURGH,  
ORANGE COUNTY, NEW YORK

CONSENT OF  
TOWN BOARD  
TO DEDICATION

PORTIONS OF OAK STREET AND  
RIVER ROAD  
-----X

Upon reading the Irrevocable Offer of Dedication in the above entitled matter dated as of the 31st day of July, 2015, wherein the owner in fee of lands described therein which include portions of existing Town of Newburgh highways by use to 25 feet from the center line of said existing highways, has offered to dedicate all its right, title and interest to the same to the Town of Newburgh for highway purposes; now, therefore, be it

RESOLVED, that consent be and the same hereby is given to the Superintendent of Highways of the Town of Newburgh to make such Order with respect to the lands described in Schedule "A" attached hereto as is appropriate and to and accept same as a dedicated portion of said highways, in accordance with the provisions of the Highway Law and other statutes applicable thereto.

Dated the \_\_\_\_\_ day of September, 2015.

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

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

## Schedule "A"



Environmental Site Mapping • Hazardous Materials and Waste Surveys  
Aerial Control and GPS Surveys • Topographic and Existing Condition Surveys  
Remote Sensing and GIS • Hydrographic/Bathymetric Surveys • ALTA/ACSM Certified Surveys  
Transportation and Right of Way Surveys • Deformation and Structure Monitoring Surveys

**Description of Proposed Roadway Right of Way Dedication  
Oak Street and River Road  
Buckeye Terminals, LLC  
In the Town of Newburgh, Orange County, New York**

Beginning at a point at the terminus of the existing right of way line of Oak Street a variable width public right of way and the intersection of the westerly line of Proposed Tax Parcel 9-1-35 at a point in the first course of Parcel II as recorded in Deed Book 13707 on Page 1822, said point being South 43 degrees 11 minutes 32 seconds West, 3.58 feet from its terminus of said first course, as shown on "Lot Line Change/Consolidation Plan, Buckeye Terminals, LLC, Town of Newburgh, Orange County, New York", prepared by Borbas Surveying & Mapping, last revised March 31, 2015, said point having the New York East State Plane coordinates North 994018.7, East 632585.9; and runs thence the following eight (8) courses are along the dividing line between the right of way lines Proposed Oak Street and Proposed Parcel 9-1-35 and continuing along the dividing line between the right of way lines of Proposed River Road and Proposed Parcel 9-1-35:

1. Along a curve to the left having a radius of 187.00 feet, a central angle of 29 degrees 52 minutes 03 seconds, a chord of South 62 degrees 06 minutes 23 seconds East 96.38 feet, for an arc length of 97.48 feet to a point of tangency; thence
2. South 77 degrees 02 minutes 24 seconds East 40.56 feet to a point of curvature; thence
3. Along a curve to the right having a radius of 220.00 feet, a central angle of 55 degrees 01 minutes 13 seconds, a chord of South 49 degrees 31 minutes 48 seconds East 203.24 feet, for an arc length of 211.26 feet to a point; thence
4. South 57 degrees 38 minutes 41 seconds East 59.49 feet to a point; thence by a new line along the westerly sideline of Proposed River Road a variable width public right of way the following thirty-four (34) courses:
5. Along a curve to the left having a radius of 405.00 feet, a central angle of 19 degrees 04 minutes 43 seconds, a chord of North 68 degrees 35 minutes 47 seconds East 134.24 feet, for an arc length of 134.86 feet to a point of tangency; thence
6. North 59 degrees 03 minutes 25 seconds East 120.87 feet to a point; thence
7. North 59 degrees 39 minutes 26 seconds East 110.63 feet to a point of curvature; thence
8. Along a curve to the left having a radius of 3875.00 feet, a central angle of 00 degrees 16 minutes 04 seconds, a chord of North 59 degrees 31 minutes 24 seconds East 18.10 feet, for an arc length of 18.10 feet to a point; thence
9. Along the dividing line between westerly sideline of Proposed River Road and Tax Parcel 9-1-42 as recorded in Deed Book 13258 Page 1055 South 33 degrees 03 minutes 00 seconds East 10.59 feet to a point; thence
10. North 56 degrees 57 minutes 00 seconds East 75.00 feet to a point; thence
11. North 33 degrees 03 minutes 00 seconds West 8.12 feet to a point; thence
12. Along a curve to the left, being the dividing line between River Road and Parcel 9-1-35, having a radius of 3875.00 feet, a central angle of 01 degrees 47 minutes 18 seconds, a chord of

- North 57 degrees 23 minutes 09 seconds East 120.93 feet, for an arc length of 120.94 feet to a point of tangency; thence
13. North 56 degrees 29 minutes 30 seconds East 76.79 feet to a point of curvature; thence
  14. Along a curve to the right having a radius of 380.00 feet, a central angle of 22 degrees 09 minutes 54 seconds, a chord of North 67 degrees 34 minutes 27 seconds East 146.09 feet, for an arc length of 147.00 feet to a point of tangency; thence
  15. North 78 degrees 39 minutes 24 seconds East 61.94 feet to a point of curvature; thence
  16. Along a curve to the left having a radius of 275.00 feet, a central angle of 23 degrees 21 minutes 54 seconds, a chord of North 66 degrees 58 minutes 27 seconds East 111.37 feet, for an arc length of 112.14 feet to a point of tangency; thence
  17. North 55 degrees 17 minutes 30 seconds East 74.27 feet to a point of curvature; thence
  18. Along a curve to the right having a radius of 189.00 feet, a central angle of 25 degrees 53 minutes 29 seconds, a chord of North 68 degrees 14 minutes 15 seconds East 84.68 feet, for an arc length of 85.41 feet to a point of tangency; thence
  19. North 81 degrees 10 minutes 59 seconds East 44.04 feet to a point of curvature; thence
  20. Along a curve to the left having a radius of 325.00 feet, a central angle of 27 degrees 21 minutes 47 seconds, a chord of North 67 degrees 30 minutes 06 seconds East 153.74 feet, for an arc length of 155.21 feet to a point of reverse curvature; thence
  21. Along a reverse curve to the right having a radius of 338.78 feet, a central angle of 13 degrees 47 minutes 31 seconds, a chord of North 60 degrees 42 minutes 58 seconds East 81.35 feet, for an arc length of 81.55 feet to a point of tangency; thence
  22. North 67 degrees 36 minutes 43 seconds East 111.51 feet to a point of curvature; thence
  23. Along a curve to the left having a radius of 535.00 feet, a central angle of 24 degrees 20 minutes 04 seconds, a chord of North 55 degrees 26 minutes 41 seconds East 225.52 feet, for an arc length of 227.22 feet to a point of tangency; thence
  24. North 43 degrees 16 minutes 39 seconds East 281.09 feet to a point; thence
  25. North 43 degrees 56 minutes 41 seconds East 281.63 feet to a point; thence
  26. North 43 degrees 46 minutes 24 seconds East 206.92 feet to a point; thence
  27. North 44 degrees 49 minutes 13 seconds East 233.11 feet to a point; thence
  28. North 43 degrees 53 minutes 30 seconds East 38.87 feet to a point; thence
  29. Along a curve to the left having a radius of 1290.00 feet, a central angle of 07 degrees 16 minutes 16 seconds, a chord of North 40 degrees 15 minutes 23 seconds East 163.59 feet, for an arc length of 163.70 feet to a point; thence
  30. Along the dividing line between the westerly sideline of Proposed River Road and Tax Parcel 9-1-34 as recorded in Deed Book 13629 Page 783, South 51 degrees 44 minutes 16 seconds East 1.59 feet to a point; thence
  31. North 36 degrees 49 minutes 47 seconds East 62.00 feet to a point; thence
  32. North 51 degrees 43 minutes 46 seconds West 1.88 feet to a point; thence
  33. Along the dividing line between the westerly sideline of Proposed River Road and Proposed Tax Parcel 9-1-35, North 36 degrees 33 minutes 27 seconds East 117.43 feet to a point; thence
  34. Along the dividing line between the westerly sideline of Proposed River Road and Tax Parcel 9-1-33 as recorded in Deed Book 5013 Page 156, South 52 degrees 46 minutes 56 seconds East 5.12 feet to a point; thence
  35. Along the dividing line between the westerly sideline of Proposed River Road and Tax Parcel 9-1-33 as recorded in Deed Book 5013 Page 156, Tax Parcel 9-1-32 as recorded in Deed Book

2496 Page 53, Tax Parcel 9-1-31 as recorded in Deed Book 13629 Page 783 (Parcel 2A), North 38 degrees 48 minutes 40 seconds East 304.00 feet to a point; thence

36. North 52 degrees 46 minutes 56 seconds West 6.29 feet to a point; thence

37. Along the dividing line between the westerly sideline of Proposed River Road and Proposed Tax Parcel 9-1-35, North 38 degrees 47 minutes 05 seconds East 68.17 feet to a point; thence

38. Along a curve to the left having a radius of 200.00 feet, a central angle of 15 degrees 09 minutes 31 seconds, a chord of North 31 degrees 12 minutes 20 seconds East 52.76 feet, for an arc length of 52.91 feet to a point; thence

39. Along the dividing line between the northerly sideline of Proposed River Road and Tax Parcel 9-1-25.1 as recorded in Deed Book 13629 Page 783 (Parcel 2) South 62 degrees 51 minutes 25 seconds East 35.01 feet to a point; thence

40. Along the dividing line between southerly sideline of Proposed River Road and Tax Parcel 9-1-29 as recorded in Deed Book 13629 Page 783 (Parcel 1A) South 38 degrees 48 minutes 40 seconds West 416.28 feet to a point; thence

41. South 36 degrees 34 minutes 10 seconds West 92.29 feet to a point; thence

42. South 37 degrees 15 minutes 23 seconds East 24.30 feet to a point; thence by a new line along the dividing line between the southerly sideline of Proposed River Road and Proposed Parcel 9-1-37 the following fifteen (15) courses

43. South 36 degrees 33 minutes 27 seconds West 93.13 feet to a point of curvature; thence

44. Along a curve to the right having a radius of 1340.00 feet, a central angle of 07 degrees 20 minutes 03 seconds, a chord of South 40 degrees 13 minutes 29 seconds West 171.41 feet, for an arc length of 171.53 feet to a point of tangency; thence

45. South 43 degrees 53 minutes 30 seconds West 39.28 feet to a point; thence

46. South 44 degrees 49 minutes 13 seconds West 233.06 feet to a point; thence

47. South 43 degrees 46 minutes 24 seconds West 206.53 feet to a point; thence

48. South 43 degrees 56 minutes 41 seconds West 281.41 feet to a point; thence

49. South 43 degrees 16 minutes 39 seconds West 280.80 feet to a point of curvature; thence

50. Along a curve to the right having a radius of 585.00 feet, a central angle of 24 degrees 20 minutes 04 seconds, a chord of South 55 degrees 26 minutes 41 seconds West 246.60 feet, for an arc length of 248.46 feet to a point of tangency; thence

51. South 67 degrees 36 minutes 43 seconds West 111.51 feet to a point of curvature; thence

52. Along a curve to the left having a radius of 288.78 feet, a central angle of 13 degrees 47 minutes 31 seconds, a chord of South 60 degrees 42 minutes 58 seconds West 69.35 feet, for an arc length of 69.51 feet to a point of reverse curvature; thence

53. Along a reverse curve to the right having a radius of 375.00 feet, a central angle of 27 degrees 21 minutes 47 seconds, a chord of South 67 degrees 30 minutes 06 seconds West 177.39 feet, for an arc length of 179.09 feet to a point of tangency; thence

54. South 81 degrees 10 minutes 59 seconds West 44.04 feet to a point of curvature; thence

55. Along a curve to the left having a radius of 139.00 feet, a central angle of 25 degrees 53 minutes 29 seconds, a chord of South 68 degrees 14 minutes 15 seconds West 62.28 feet, for an arc length of 62.81 feet to a point of tangency; thence

56. South 55 degrees 17 minutes 30 seconds West 7.58 feet to a point; thence

57. South 33 degrees 06 minutes 00 seconds East 0.97 feet to a point; thence

58. Along the dividing line between the easterly sideline of Proposed River Road and Tax Parcel 9-1-40 as recorded in Deed Book 13619 Page 1839, South 65 degrees 25 minutes 18 seconds West 478.39 feet to a point; thence along the dividing line between the easterly sideline of



Proposed River Road and Tax Parcel 9-1-39 as recorded in Deed Book 5959 Page 275 the following three (3) courses

59. South 52 degrees 02 minutes 30 seconds West 110.00 feet to a point; thence

60. South 59 degrees 50 minutes 30 seconds West 425.00 feet to a point; thence

61. South 04 degrees 07 minutes 30 seconds West 40.00 feet to a point; thence along the dividing line of the northerly sideline of Proposed Oak Street variable width public right of way the following ten (10) courses:

62. Along the northerly sideline of Oak Street and the southerly line of Tax Parcel 9-1-39, South 50 degrees 06 minutes 10 seconds East 209.79 feet to a point; thence

63. North 56 degrees 54 minutes 00 seconds East 17.82 feet to a point; thence

64. By a new line along the dividing line between the northerly sideline of Proposed Oak Street and Proposed Parcel 9-1-37, South 46 degrees 23 minutes 40 seconds East 126.44 feet to a point; thence

65. South 45 degrees 55 minutes 51 seconds East 29.02 feet to a point of curvature; thence

66. Along a curve to the right having a radius of 425.00 feet, a central angle of 08 degrees 07 minutes 24 seconds, a chord of South 41 degrees 52 minutes 09 seconds East 60.21 feet, for an arc length of 60.26 feet to a point of tangency; thence

67. South 37 degrees 48 minutes 27 seconds East 80.01 feet to a point of curvature; thence

68. Along a curve to the right having a radius of 185.00 feet, a central angle of 60 degrees 19 minutes 47 seconds, a chord of South 07 degrees 38 minutes 34 seconds East 185.92 feet, for an arc length of 194.80 feet to a point of tangency; thence

69. South 22 degrees 31 minutes 20 seconds West 28.94 feet to a point of curvature; thence

70. Along a curve to the right having a radius of 135.00 feet, a central angle of 23 degrees 40 minutes 05 seconds, a chord of South 34 degrees 21 minutes 22 seconds West 55.37 feet, for an arc length of 55.77 feet to a point; thence

71. Along the dividing line between easterly sideline of Proposed Oak Street and Tax Parcel 9-3-64 as recorded in Deed Book 1604 Page 589, South 56 degrees 54 minutes 00 seconds West 97.11 feet to a point; thence

72. Along the southerly sideline of Proposed Oak Street, North 33 degrees 06 minutes 00 seconds West 50.00 feet to a point; thence along the dividing line between the southerly sideline of Oak Street and Tax Parcel 9-3-60, Tax Parcel 9-3-61 and Tax Parcel 9-3-62 the following eight (8) courses:

73. Along the dividing line between the westerly and southerly sideline of Proposed Oak Street and Tax Parcel 9-3-62 as recorded in Deed Book 12296 Page 092, North 56 degrees 54 minutes 00 seconds East 99.61 feet to a point; thence

74. North 33 degrees 08 minutes 54 seconds West 6.84 feet to a point; thence

75. North 23 degrees 55 minutes 30 seconds East 104.15 feet to a point; thence

76. North 02 degrees 27 minutes 11 seconds West 42.15 feet to a point; thence

77. Along the dividing line between the southerly sideline of Proposed Oak Street and Tax Parcel 9-3-60 as recorded in Deed Book 12215 Page 660 North 33 degrees 08 minutes 54 seconds West 117.70 feet to a point; thence

78. North 44 degrees 30 minutes 54 seconds West 101.50 feet to a point; thence

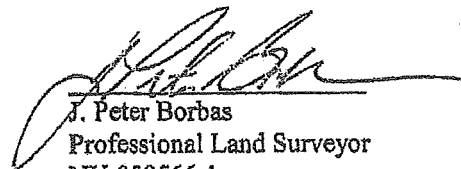
79. Along the dividing line between the southerly sideline of Proposed Oak Street and Tax Parcel 9-3-61 as recorded in Deed Book 3284 Page 155, North 46 degrees 30 minutes 06 seconds West 264.50 feet to a point; thence

80. South 56 degrees 54 minutes 00 seconds West 14.04 feet to a point; thence

81. By a new line along the dividing line between southerly sideline of Proposed Oak Street and Proposed Parcel 9-3-57, North 48 degrees 41 minutes 54 seconds West 22.87 feet to a point; thence
82. North 50 degrees 44 minutes 36 seconds West 127.86 feet to a point; thence
83. Along the southerly sideline of Proposed River Road, North 81 degrees 27 minutes 00 seconds West 16.62 feet to a point; thence
84. Along a curve to the right having a radius of 705.00 feet, a central angle of 11 degrees 30 minutes 57 seconds, a chord of North 86 degrees 18 minutes 39 seconds West 141.46 feet, for an arc length of 141.70 feet to a point of tangency; thence
85. North 80 degrees 33 minutes 11 seconds West 283.02 feet to a point; thence
86. North 30 degrees 38 minutes 00 seconds East 8.15 feet to a point; thence
87. South 81 degrees 27 minutes 00 seconds East 393.77 feet to a point; thence
88. Along the southerly sideline of Proposed Oak Street, North 42 degrees 34 minutes 59 seconds West 116.31 feet to a point; thence
89. Along the dividing line between the southerly sideline of Proposed Oak Street and Tax Parcel 9-3-56 as recorded in Deed Book 13279 Page 1607 and Tax Parcel 9-3-55 as recorded in Deed Book 1785 Page 1069, North 58 degrees 37 minutes 17 seconds West 266.09 feet to a point; thence
90. Along the westerly sideline of Proposed Oak Street, North 43 degrees 11 minutes 32 seconds East 63.81 feet to the point and place of beginning.

Containing 241,621 square feet or 5.5469 acres of land.

This description prepared in accordance with a survey prepared by Borbas Surveying and Mapping, LLC dated March 31, 2015.

  
J. Peter Borbas  
Professional Land Surveyor  
NY 050566-1  
March 31, 2015

IRREVOCABLE OFFER OF DEDICATION

To the Town Superintendent of Highways  
Town of Newburgh, Orange County, New York:

This Offer of Dedication dated as of the 31st day of July, 2015 between Buckeye Terminals, LLC a limited liability company having an address at 9999 Hamilton Boulevard, Breinigsville, PA, 18031 (hereinafter "Offeror"), and the TOWN OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York having its principal offices located at Town Hall, 1496 Route 300, Newburgh, New York (hereinafter "Town of Newburgh")

WHEREAS, Offeror is the owner in fee of certain real property located in the Town of Newburgh being a portion of an existing public road rights of way known as portions of Oak Street and River Road,

NOW THEREFORE, Offeror does hereby irrevocably offer to dedicate to the Town of Newburgh the following:

1. All its right, title and interest in and to certain premises as more particularly described in Schedule "A" annexed hereto.
2. Offeror herewith delivers to the Town of Newburgh in statutory form for recording a deed to the property, said deed to be held by the Town of Newburgh and to be placed on record in the Office of the Clerk of the County of Orange at such time or times as the municipality shall determine. Offeror covenants that it is seized of said premises in fee simple and it has good right to convey the same.
3. At the time of acceptance by the Town of Newburgh, title to the premises shall be good and marketable and free from all liens and encumbrances except existing rights of public utility companies and the rights of the Town of Newburgh and the public to use and maintain

said premises for highway purposes where appropriate.

4. Offeror, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, receipt and sufficiency of which is acknowledged, hereby releases the Town of Newburgh, its officers or agents, from any and all claims by reason of the use of the premises for the construction and maintenance of highways on said premises.

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

Buckeye Terminals, LLC

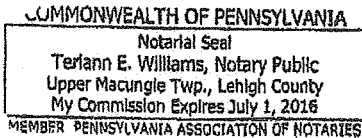
By: 

David G. Boone, Senior Manager

State of Pennsylvania ss:

On the 31<sup>ST</sup> day of <sup>JULY</sup> ~~August~~ in the year 2015 before me, the undersigned, David G. Boone, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Senior Manager, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in LEHIGH COUNTY in the State of Pennsylvania.  
(insert the City or other political subdivision)


Teriann E. Williams  
(signature and office of individual taking acknowledgment)



**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 

**DATE:** August 26, 2015

**RE:** W \ **CONSOLIDATED WATER DISTRICT – WATER STORAGE TANKS  
(TANK 1 & 2, FROZEN RIDGE ROAD AND MOUNTAINVIEW)**

---

Attached for your review and approval are proposals to conduct a R.O.V. (Remotely Operated Vehicle) inspection of the condition of the coatings on the four tanks listed above. Each inspection is quoted at \$2,300 – the total for all four is \$9,200.

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: J. Platt, DPW Comm.  
R. Clum, Accountant

Date: **21Aug2015**Submitted by: **Carol Smalley**Local Phone: **518-705-6546**

SFID: 41009

CN: 37740

SO:

Proposal Submitted To: <b>Town of Newburgh</b>			Phone Number: <b>(845) 564-7803</b>	Fax Number:
Street Address: <b>1496 Route 300</b>			Description of Work to be Performed: <b>ROV Condition Assessment</b>	
City: <b>Newburgh</b>	State: <b>NY</b>	Zip Code: <b>12550</b>	Tank Name: <b>Tank 1</b>	
Accounts Payable Contact Name: <b>Andrew J. Zarutskie</b>	Email: <b>town-clerk@townofnewburgh.org</b>		Job Site Address: <b>350 Route 32</b>	
Job Contact (Inspection Reports): <b>John Platt</b>	Email: <b>dpwcommissioner@townofnewburgh.org</b>	County / Parish: <b>Orange</b>	Tank Size: <b>500KG</b>	Tank Style: <b>GST</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the tank to be inspected by a Remote Operated Vehicle (ROV).
2. Inspection prices are based upon scheduling multiple visits in the area and we request flexibility in scheduling.
3. It is the Customer's responsibility to ensure that the safety conditions on the tank are up to code and that the ROV can be inserted into the tank with no obstructions.
4. All equipment entering the tank will be disinfected according to AWWA standards.
5. The tank exterior and interior will be inspected to assess the Sanitary, Safety, Structural, Security, and Coatings conditions. The interior inspection of the tank, as viewed by the ROV and associated equipment, will be recorded on a DVD during the inspection.
6. Exterior and interior paint samples will be taken and the samples will be analyzed at a certified laboratory to determine the total lead and chromium content of the existing coatings.
7. After all inspection work is completed, the tank will be sealed and made ready for service.
8. A comprehensive written report with color digital photographs will be submitted detailing the condition of the tank.
9. Carol Smalley of Utility Service Group will schedule a date with the Owner to present the inspection report, findings, recommendations, and prospective pricing for tank rehabilitation and ongoing maintenance.
10. The above pricing is contingent on accessibility of the site and the ability of USG to perform tasks required unobstructed, and to complete the task in one full work day. (\$1,500.00 for each additional day).

Please sign and date this proposal and fax one copy to our office.

Two Thousand Three Hundred and -----00/100 Dollars \$2,300.00

Payment to be made as follows:

Payment in Full Completion of Work – plus all applicable taxes

**Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
USG Signature


Note:

This proposal may be withdrawn by us if not accepted within Sixty (60) days.

**Acceptance of Proposal -** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: **21Aug2015** Submitted by: **Carol Smalley** Local Phone: **518-705-6546**  
 SFID: 41010 CN: 37740 SO:

Proposal Submitted To: <b>Town of Newburgh</b>			Phone Number: <b>(845) 564-7803</b>	Fax Number:
Street Address: <b>1496 Route 300</b>			Description of Work to be Performed: <b>ROV Condition Assessment</b>	
City: <b>Newburgh</b>	State: <b>NY</b>	Zip Code: <b>12550</b>	Tank Name: <b>Tank 2</b>	
Accounts Payable Contact Name: <b>Andrew J. Zarutskie</b>	Email: <b>town-clerk@townofnewburgh.org</b>		Job Site Address: <b>129 Lexington Drive</b>	
Job Contact (Inspection Reports): <b>John Platt</b>	Email: <b>dpwcommissioner@townofnewburgh.org</b>	County / Parish: <b>Orange</b>	Tank Size: <b>500KG</b>	Tank Style: <b>GST</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the tank to be inspected by a Remote Operated Vehicle (ROV).
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3. It is the Customer's responsibility to ensure that the safety conditions on the tank are up to code and that the ROV can be inserted into the tank with no obstructions.
4. All equipment entering the tank will be disinfected according to AWWA standards.
5. The tank exterior and interior will be inspected to assess the Sanitary, Safety, Structural, Security, and Coatings conditions. The interior inspection of the tank, as viewed by the ROV and associated equipment, will be recorded on a DVD during the inspection.
6. Exterior and interior paint samples will be taken and the samples will be analyzed at a certified laboratory to determine the total lead and chromium content of the existing coatings.
7. After all inspection work is completed, the tank will be sealed and made ready for service.
8. A comprehensive written report with color digital photographs will be submitted detailing the condition of the tank.
9. Carol Smalley of Utility Service Group will schedule a date with the Owner to present the inspection report, findings, recommendations, and prospective pricing for tank rehabilitation and ongoing maintenance.
10. The above pricing is contingent on accessibility of the site and the ability of USG to perform tasks required unobstructed, and to complete the task in one full work day. (\$1,500.00 for each additional day).

Please sign and date this proposal and fax one copy to our office.

Two Thousand Three Hundred and -----00/100 Dollars \$2,300.00

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**Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233**

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Authorized  
USG Signature

*Carol P Smalley*

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

**Acceptance of Proposal -** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



Date: **21Aug2015**

Submitted by: **Carol Smalley**

Local Phone: **518-705-6546**

SFID: 41011

CN: 37740

SO:

Proposal Submitted To: <b>Town of Newburgh</b>			Phone Number: <b>(845) 564-7803</b>		Fax Number:
Street Address: <b>1496 Route 300</b>			Description of Work to be Performed: <b>ROV Condition Assessment</b>		
City: <b>Newburgh</b>	State: <b>NY</b>	Zip Code: <b>12550</b>	Tank Name: <b>Frozen Ridge Tank</b>		
Accounts Payable Contact Name: <b>Andrew J. Zarutskie</b>		Email: <b>town-clerk@townofnewburgh.org</b>	Job Site Address: <b>199 Frozen Ridge Road</b>		
Job Contact (Inspection Reports): <b>John Platt</b>	Email: <b>dpwcommissioner@townofnewburgh.org</b>	County / Parish: <b>Orange</b>	Tank Size: <b>750KG</b>	Tank Style: <b>GST</b>	

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

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Please sign and date this proposal and fax one copy to our office.

Two Thousand Three Hundred and -----00/100 Dollars \$2,300.00

Payment to be made as follows:

Payment in Full Completion of Work -- plus all applicable taxes

Remittance Address: **Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233**

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Authorized  
USG Signature

*Carol P. Smalley*

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: **21Aug2015**

Submitted by: **Carol Smalley**

Local Phone: **518-705-6546**

SFID: 41012

CN: 37740

SO:

Proposal Submitted To: <b>Town of Newburgh</b>			Phone Number: <b>(845) 564-7803</b>		Fax Number:
Street Address: <b>1496 Route 300</b>			Description of Work to be Performed: <b>ROV Condition Assessment</b>		
City: <b>Newburgh</b>	State: <b>NY</b>	Zip Code: <b>12550</b>	Tank Name: <b>Mountain View Tank</b>		
Accounts Payable Contact Name: <b>Andrew J. Zarutskie</b>	Email: <b>town-clerk@townofnewburgh.org</b>		Job Site Address: <b>50 Mountain View Road</b>		
Job Contact (Inspection Reports): <b>John Platt</b>	Email: <b>dpwcommissioner@townofnewburgh.org</b>		County / Parish: <b>Orange</b>	Tank Size: <b>750KG</b>	Tank Style: <b>GST</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

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10. The above pricing is contingent on accessibility of the site and the ability of USG to perform tasks required unobstructed, and to complete the task in one full work day. (\$1,500.00 for each additional day).

Please sign and date this proposal and fax one copy to our office.

Two Thousand Three Hundred and -----00/100 Dollars \$2,300.00

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**Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233**

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Authorized  
USG Signature

*Carol P. Smalley*

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

**Acceptance of Proposal -** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Green, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott Manley, Councilman

RESOLUTION OF TOWN BOARD  
 AUTHORIZING AND RATIFYING  
 GRANT APPLICATION FOR  
 NYS WATER GRANT ASSISTANCE  
 FOR MEADOW HILL SOUTH SEWER  
 DISTRICT RELIEF SEWER TO  
 NYS ENVIRONMENTAL FACILITIES  
 CORPORATION

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

**BE IT RESOLVED**, that Gilbert J. Piaquadio, as Supervisor of the Town of Newburgh is hereby authorized and directed to execute and submit an application, statements, supporting documents and exhibits for NYS Water Grant Assistance for the Meadow Hill South Sewer District Relief Sewer Project to the New York State Environmental Facilities Corporation pursuant to the New York State Water Infrastructure Improvement Act of 2015, and

**BE IT FURTHER RESOLVED**, that the execution and submission of an application, statements, supporting documents and exhibits for NYS Water Grant Assistance for the Meadow Hill South Sewer District Relief Sewer Project by the Supervisor and other Town officials prior to the adoption of this resolution are hereby ratified; and

**BE IT FURTHER RESOLVED**, that upon approval of said application, Gilbert J. Piaquadio, as Supervisor of the Town of Newburgh, is hereby authorized and directed to enter into and execute such agreement for such grant financial assistance for the Town of Newburgh Meadow Hill South Sewer District Sewer Relief Project as may be required and such other documents, certificates and papers as are necessary to effectuate the foregoing; and

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

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

- Elizabeth J. Greene, Councilwoman \_\_\_\_\_ voting \_\_\_\_\_
- Paul I. Ruggiero, Councilman \_\_\_\_\_ voting \_\_\_\_\_
- James E. Presutti, Councilman \_\_\_\_\_ voting \_\_\_\_\_



MEMORANDUM

P: 848.362.9100  
F: 848.362.9126  
655 Little Britain Road  
New Windsor, NY 12553  
P.O. Box 2280  
Newburgh, NY 12550

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR  
TOWN BOARD MEMBERS  
FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN  
RE: MEADOW HILL SOUTH SEWER DISTRICT PROJECT  
OUR FILE NOS. 801.145; 800.1(B)( ) (2015)  
DATE: September 2, 2015

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

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

COUNSEL  
Stephen P. Duggan, III  
John K. McGuirk  
OF COUNSEL  
Craig F. Simon

In accordance with Town Engineer Jim Osborne's request, enclosed for the Town Board's consideration is the following draft resolution:

Resolution of Town Board Authorizing and Ratifying Grant Application for NYS Water Grant Assistance for Meadow Hill South Sewer District Relief Sewer to NYS Environmental Facilities Corporation.

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

MCT/scl  
Enc.  
cc: Town Clerk Andrew J. Zarutskie (via e-mail)  
James Osborne, Town Engineer and Deputy Supervisor (via e-mail)  
John Platt, DPW Commissioner (via e-mail)  
Ronald Clum, Town Accountant (via e-mail)

# NYS WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT SUMMARY CLEAN WATER

## OVERVIEW

The New York State Water Infrastructure Improvement Act of 2015 provides the New York State Environmental Facilities Corporation (EFC) authority to provide grants to assist municipalities in funding water quality infrastructure projects. NYS Water Grants will be offered to both drinking water and sewage treatment works (clean water) projects that improve water quality and/or protect public health.

The NYS Water Grant program will provide a total of \$200 million to both clean water and drinking water projects. EFC will provide \$30 million in NYS Water Grants during the 2015-2016 state fiscal year (SFY) to selected municipalities with eligible clean water projects. Additional grant is expected to be available in SFY 2016-2017 and SFY 2017-2018. Municipalities are limited to one NYS Water Grant award for clean water projects over the 3 year period of the program.

EFC does not expect the amount of available NYS Water Grants to be sufficient to offer Grants to all eligible applicants. EFC will evaluate all projects that have complete applications submitted by the deadline based on protection of water quality, the readiness of the project to proceed to and complete construction, and the economic distress of the municipality as determined by the EFC Hardship policy for the Clean Water State Revolving Fund (CWSRF).

## BENEFIT

Applicant municipalities with eligible clean water projects may receive NYS Water Grants of up to \$5 million, but will not exceed 25% of the project cost after discounting other grant funds.

## TIMING

Applications and information sufficient for a project to be considered for NYS Water Grants in SFY 2015-2016 should be submitted to EFC no later than **September 4, 2015**. NYS Water Grant applications that are submitted without all required information and requested documents will be deemed as incomplete and not be processed. Applications should be submitted to [NYSWaterGrants@efc.ny.gov](mailto:NYSWaterGrants@efc.ny.gov). Documents submitted to supplement the application can be submitted through the EFC dropbox.

## ELIGIBLE ENTITIES

A NYS Water Grant eligible entity is any municipality such as a county, city, town, village, district corporation, county or town improvement district, school district, Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, and any public benefit corporation or public authority. (School districts are eligible for NYS Water Grants but are ineligible for CWSRF financial assistance).

## ELIGIBLE PROJECTS

Projects funded through the NYS Water Grant program shall be awarded to water quality infrastructure projects at municipally-owned wastewater treatment works for:

- replacement or repair of infrastructure; or
- compliance with environmental and public health laws and regulations related to water quality

EFC shall consider and give preference to municipalities that meet the Hardship criteria and projects that result in the greatest water quality improvement or greatest reduction in serious risk to public health. ✓

Participation in the CWSRF program is not a requirement to receive a NYS Water Grant unless the community is seeking the NYS Water Grant in the Hardship category. However, the low cost financial assistance and one-stop convenience of jointly financing a project with NYS Water Grant and CWSRF financial assistance is strongly encouraged. A municipality is not required to submit an application for CWSRF financing to receive a NYS Water Grant only. NYS Water Grant awardees not utilizing CWSRF financing will be required to provide proof of having obtained similarly low cost financing or funding from another source. For projects that are seeking CWSRF financial assistance, eligible projects must be listed on the Annual List in the FFY 2016 IUP.

All awarded projects must comply with the state MWBE, Smart Growth, and environmental review requirements. The MWBE goal for projects funded with NYS Water Grants and CWSRF financing is 23% combined MBE/WBE participation. For projects that are awarded a NYS Water Grant only, the MWBE goal is 30% combined participation. Eligible projects using CWSRF financing will also be required to meet all other applicable CWSRF requirements, such as American Iron and Steel and Davis-Bacon. All requirements to execute a CWSRF financing are discussed in the current IUP. ✓

Funds made available through the NYS Water Grant program can be used for planning, design, and construction services. Planning only projects and projects completed with construction on or before October 1, 2015 are not eligible.

All candidates for SFY 2015-2016 NYS Water Grant funding must meet the following criteria:

- Must be a municipally-owned treatment works;
- No CWSRF additional subsidization (grant or principal forgiveness) previously awarded to the community, excluding ARRA;
- The short-term financing has not closed OR was closed during FFY 2015 or later; and
- Construction must be completed during or after FFY 2016.

Three categories are available for eligible projects. Applicants must identify only one category for NYS Water Grant consideration. Applicants are required to identify their intended category by submitting a Category Selection Certification Form, which is part of their NYS Water Grant Application.

- Projects that qualify for a reduced interest rate financing (Hardship) under the CWSRF program
- Combined Sewer Overflow (CSO) / Sanitary Sewer Overflow (SSO) Projects
- Resiliency Projects

### Hardship Projects

Candidates for the Hardship Projects Grant must meet all of the following criteria:

- Eligible for Hardship (see 2015 IUP, as amended)
- 2013 American Community Survey (ACS) Median Household Income (MHI) must be:
  - Less than 80% of the statewide 2013 MHI (\$46,402) or
  - If the MHI is between 80% to 100% of the 2013 statewide MHI (\$46,402 - \$58,002) then the family poverty rate must be greater than or equal to the 2013 ACS statewide average (11.69%)
- Submit a complete CWSRF financing application

For projects that have submitted a complete CWSRF financial application and appear in Category D in the final FFY 2015 CWSRF IUP or are in Categories A or B that have received a Hardship Confirmation letter from EFC, only Part 1 of the NYS Water Grant Application is required to be submitted.

Municipalities not on the 2015 IUP must list a project on the FFY 2016 IUP and submit a complete NYS Water Grant application by September 4, 2015. Projects in this category are expected to finance their projects through the CWSRF.

The maximum grant award of up to \$5 million will be determined on the project cost, applicant's MHI, unemployment, poverty level and population trend.

## Combined Sewer Overflow (CSO) / Sanitary Sewer Overflow (SSO) Projects

New York State has identified CSO/SSOs as areas of primary concern that need to be addressed.

- CSOs are defined as discharges of untreated sewage from combined sanitary and stormwater systems.
- SSOs are defined as discharges of untreated sewage from sanitary sewers.

CSO/SSO projects with the primary purpose of reducing the frequency, intensity and duration of sewer overflows are eligible to receive NYS Water Grant funding.

## Resiliency Projects

Projects will be considered for NYS Water Grant funding that propose to reduce flood damage risk and vulnerability or to enhance resiliency to rapid hydrologic change, sea level rise, storm-related wave action, tidal influence, or a natural disaster at a treatment works. A project that serves one of the following purposes may be eligible for financing under this category:

- Reduces the likelihood of physical damage as a result of anticipated flooding, storm damage, storm surges, or sea-level rise to a treatment works;
- Reduces a treatment works' susceptibility to physical damage or ancillary impacts caused by floods;
- Facilitates preparation for, adaptation to, or recovery from a sudden, unplanned change in the amount of and movement of water in proximity to a treatment works; or,
- Facilitates preparation for, adaptation to, or recovery from climate change or any other type of natural disaster.

A list of eligible projects can be found in Attachment 1 of Appendix H of the 2015 IUP.

## **APPLICATIONS**

Applicants who would like to be considered for NYS Water Grant financial assistance must submit a NYS Water Grant Application and the following documentation:

- Engineering Report, including project schedule and budget (if not previously submitted)
- Smart Growth Assessment Form (if not previously submitted)
- Plan of Finance (only for those not seeking CWSRF financial assistance)

EFC sets a high priority on projects that will move forward and be completed, thus remedying water quality problems. For projects pursuing grants in the Hardship category,



a complete CWSRF financial application must be submitted by the September 4, 2015 deadline.

CSO/SSO and Resiliency projects will receive additional consideration if they demonstrate project readiness. Although not required at the time of application, the following documents submitted to EFC will be clear demonstrations of project readiness. Applicants for these categories of projects are encouraged to submit as many of these documents as possible to EFC by September 4, 2015:

- Bond Resolution (certified)
- District Formation completed (if applicable)
- Environmental Review completed (SHPO review completed; SERP for CWSRF projects; SEQR for non-CWSRF projects)
- Complete CWSRF Application (for CSO/SSO and Resiliency Projects, if not previously submitted and if seeking CWSRF financial assistance)

Applicants seeking CWSRF financial assistance but whose projects are NOT currently listed on the IUP will need to submit an approvable Engineering Report and Smart Growth Assessment form by the September 4, 2015 deadline, as well as listing their project on the IUP. Please see the current IUP for instructions on how to list a project through the Project Listing and Update System (PLUS). Grant project listings through PLUS are due as soon as possible but no later than September 4, 2015.

For municipalities that are NOT seeking CWSRF financial assistance, the submission of a CWSRF Application is not required. However, such municipalities will be required to submit a complete Section 1 - Plan of Finance that describes all sources of funding to complete the proposed project. Additional documentation to substantiate the sources of funds will be required to be submitted to EFC.

Municipalities are limited to one clean water award from the NYS Water Grant program during the 3 year period.

Applications submitted without an approvable engineering report or incomplete NYS Water Grant application forms will not be processed. Eligible candidate projects will be evaluated in accordance with the Project Evaluation criteria.

## **PROJECT EVALUATION**

Projects will be evaluated based on the project's ability to improve water quality, readiness to proceed to construction, and economic distress of the community. Information provided in the NYS Water Grant application will aid in this process. Applicants are encouraged to answer these questions as completely and thoroughly as possible. The candidate projects will be evaluated based on the following category

### Hardship Projects

- CWSRF Project Priority System (6NYCRR Part 649)

### CSO/SSO Projects

- Protection of Water Quality
- Project Development and Readiness
- Enforcement Priority
- Economic Distress

### Resiliency Projects

- Protection of Water Quality
- Project Development and Readiness
- Proposed Project Solution
- Economic Distress

EFC will provide NYS Water Grant offer letters to the qualifying communities up to the available amount of grant.

### **CONTACT US**

All questions regarding the NYS Water Grant program and application can be directed to:

Mr. Dwight Brown  
SRF Program Services Coordinator  
Division of Engineering & Program Management  
New York State Environmental Facilities Corporation  
625 Broadway  
Albany, New York 12207-2997  
PHONE: (518) 402-6924  
FAX: (518) 402-6954  
E-mail: [NYSWaterGrants@efc.ny.gov](mailto:NYSWaterGrants@efc.ny.gov)

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

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

**FROM: James LaColla, Head Mechanic-Fleet Maintenance**



**DATE: August 31, 2015**

**RE: Lighting Bid**

**CC: Andrew Zarutskie, Town Clerk**

Request bid opening date to be set for Emergency Lighting Packages. Mr. Zarutskie has suggested October 2, 2015 at 10:00 AM.

FOR PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT  
PACKAGES FOR ONE (1) FORD POLICE INTECEPTORS, ONE (1) CHEVROLET  
IMPALAS, SEVEN (7) FORD UTILITY INTERCEPTOR (EXPLORER)

NOTICE IS HEREBY GIVEN.....

Purchase and Installation of Emergency Equipment Packages  
For Police Interceptor Sedans

Outfit 1 Ford Interceptor sedans (Taurus):

- 1 Whelen JE8SP1R Justice 50" full LED light bar W/ take down and alley lights
- 1 Whelen SK01WDD LED Side Kick lights (Red/white intersection lights)
- 6 Whelen VTX609 super LED Vertex Hide A Ways (front corner, brake, backup)
- 2 Whelen RSR03ZCR TIR3 LED lights (grill lights)
- 2 Whelen RBKT1 grill light brackets
- 1 Whelen MBFT11DD LED mirror mounted lights
- 1 Delta UTMD-MB siren/light controller
- 1 Whelen SA315P 100 watt siren speaker W/ mounting bracket
- 1 Unity 211016-0002 driver side "A" post LED spotlight W/ black housing
- 1 Unity 258 spotlight mounting bracket kit
- 1 Laguna FT3501 transport seat
- 1 Setina PK0334ITS12SCA Prisoner partition
- 1 Setina ST0380ITS12 Lower partition extension
- 1 Setina GK10301S1U Dual gun locking system
- 1 Havis Shield C-VS-1508-INSE 23" console
- 1 Havis Shield C-LP-3 12 volt power plugs
- 1 Havis Shield C-CUP2-I dual internal cup holder
- 1 Havis Shield C-TFD-INSE-1 folding trunk tray
- 1 Volt distribution kit or electrical wiring harness
- 1 Slimlighter on rear deck
- 1 Labor for installation

For Chevrolet Impala (See attached)

For Ford Explorer (See Attached)

Bid shall be valid for one year from award date.

Any equipment agreed upon by vendor and the Town of Newburgh representative to be serviceable shall be reused and full credit given. Bidder must have a service and

location within 20 miles of 200 Gardnertown Road, Newburgh NY 12550

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Outfit 1 Ford Interceptor Utility:

- 1 Code3 21TRPL52 52" full LED light bar W/ take down and alley lights
- 6 Whelen VTX609 super LED Vertex Hide A Ways (front corner, brake, backup)
- 4 Whelen RSR03ZCR TIR3 LED lights (grill lights)
- 4 Whelen RBKT1 grill light brackets
- 1 Whelen MBFX11RR red ION LED mirror beam kit
- 1 Whelen TAD8 (R/B/R/B/R/B/R/B)
- 1 Whelen RBKT4 TAD8 mount
- 1 Delta UTMD-MB siren/light controller
- 1 Whelen SA315P 100 watt siren speaker W/ mounting bracket
- 1 Unity 21030-0002 halogen driver side "A" post spotlight W/ black housing
- 1 Unity 259 spotlight mounting bracket kit
- 1 Whelen P46FLC LED 8 Degree wide angle spot light upgrade
- 1 Setina PK1130ITU12SCA space saver prisoner partition W/ center slider and lower ext. panel
- 1 Laguna FE4502 prisoner transport seat W/ rear cargo partition
- 1 Setina GK10301S1UHKSSCA Dual gun locking system
- 1 Havis Shield C-VS-1308-INUT 21"console W/ custom faceplates
- 1 Havis Shield C-LP-3 12 volt power plugs:
- 1 Havis Shield C-CUP2-I dual internal cup holder
- 2 Volt distribution kit or electrical wiring harness
- 1 Labor for installation

Outfit one (1) Chevy Impala

- 1 Whelen IZ06UF5P passenger side Inner Edge for windshield
- 1 Whelen AVNRB dual red/blue Avenger for rear window
- 4 Whelen VTX609 super LED Vertex Hide A Ways (brake and backup)
- 2 Whelen RSR03ZCR TIR3 red LED grill lights
- 2 Whelen RBKT1 grill light brackets
- 1 Delta UTMD-MB siren/light controller
- 1 Whelen SA315P 100 watt siren speaker W/ mounting bracket
- 1 Whelen SSFPOS16 solid state headlight flasher:
- 1 Havis Shield C-VS-1000-IMP-1-TMW 10" console W/ 30" two tier track mount:
- 1 Havis Shield C-CUP2-E-C dual external cup holder:
- 1 Havis Shield C-ARM-104 pedestal mount arm rest:
- 1 Electrical supply charge:
- 1 12 volt distribution kit:
- 1 Labor for installation:

JOHN PLATT  
COMMISSIONER

DIVISION OF WATER AND SEWER  
311 ROUTE 32  
NEWBURGH, NY 12550

PHONE: 845-564-7813  
FAX: 845-566-8903

## MEMORANDUM

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

**From:** John Platt, Commissioner of Public Works



**Date:** September 2, 2015

**Re: Material and Supplies Bid**

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I recommend that the Town accept the bid prices for the items listed on the attached speed sheet for the Materials and Supplies Bid that was opened at 10am on Friday, August 28, 2015 and award the bid for these materials and supplies to Schmidt's Wholesale Inc. of Monticello, New York who was the only bidder.

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. Thank you.





C. Miscellaneous	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 7a	Item 7b
	39.03	9.40	7.34	8.22	12.33	16.45	64.60	31.13	36.40
	Item 8a	Item 8b	Item 8c	Item 8d	Item 9a	Item 9b	Item 9c	Item 9d	Item 9e
Schmidt's Wholesale Inc.	12.43	17.29	19.45	29.18	23.19	28.65	39.04	55.52	74.61
D. Ductile Iron Pipe	Item 1 100 Feet	Item 2 300 Feet	Item 3 1000 Feet						
Schmidt's Wholesale Inc.	16.50	14.37	20.05						
E. Valves	Item 1a	Item 1b	Item 1c	Item 1d					
Schmidt's Wholesale Inc.	461.55	588.71	937.63	1,849.90					
Mtls & Supplies Bid by									
Section C-E 2015									

BID OPENING FOR MATERIALS AND SUPPLIES

Friday, August 28, 2015

10:00 a.m.

Andrew J. Zarutskie, Town Clerk