

WORKSHOP MEETING AGENDA
Monday, September 19, 2016
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. PRESENTATION OF TENTATIVE BUDGET
7. RECEIVER OF TAXES: Chargebacks
8. ANIMAL CONTROL:
 - A. T-94 Withdrawal
 - B. Hiring Part Time Helper
9. SEWER DISTRICTS:
 - A. Consolidation
 - B. Sewer Extension: D'Alfonso Road
10. WORKER'S COMPENSATION
 - A. Advocate
 - B. Advisor
11. COURTS: Acknowledgment of Audit
12. ZONING: Sidewalks
13. ENGINEERING: Polhamus---Cancellation of Outside User Agreement (discussion)
14. PEAK SUMMIT SUBDIVISION: Three Lots on a Common Drive
15. TARBEN SUBDIVISION: Recreation Fees
16. MEADOW HILL ROAD (GOLDEN VISTA) EXPANSION:
 - A. Stormwater Security
 - B. Landscape Security
 - C. Stormwater Maintenance Agreement
 - D. Dedication of Meadow Hill Road Right of Way
 - E. Outside User Agreement Amendment
17. EMPLOYEE ASSISTANCE PROGRAM: Training
18. DEPARTMENT OF PUBLIC WORKS: Administrative Assistant
19. RETIREMENT: Incentive (discussion)
20. CODE COMPLIANCE:
 - A. Resolutions on Lawn Maintenance
 - i. 13 Buckingham Drive
 - ii. 13 Mohican Drive
 - iii. 38 Snider Avenue
 - B. Landscape Release
21. ADJOURNMENT

TOWN of Newburgh
Crossroads of the Northeast
Deborah A. Smith
RECEIVER OF TAXES AND ASSESSMENT
1496 Route 300
Newburgh, New York 12550

Telephone (845) 564-4553

Fax (845) 566-1432

MEMORADUM

DATE: September 7, 2016
TO: Gilbert Piaquadio, Supervisor
FROM: Deborah A. Smith, Receiver of Taxes
SUBJECT: 2016 Chargebacks

I am requesting to on the September 19, 2016 Audit/Workshop Agenda for the approval of the 2016 Chargebacks and the signatures required for the Commissioner of Finance voucher.

TOWN of Newburgh
Crossroads of the Northeast
Deborah A. Smith
RECEIVER OF TAXES AND ASSESSMENT
1496 Route 300
Newburgh, New York 12550

Telephone (845) 564-4553

Fax (845) 566-1432

MEMORADUM

DATE: September 7, 2016
TO: Town Board
FROM: Deborah A. Smith, Receiver of Taxes
SUBJECT: 2016 Charge Backs

Town of Newburgh 2016 Charge Backs for property:

	<i>COURT ORDERS</i>	<i>DYNEGY BANKRUPTCY</i>
Town:	\$13,976.57	\$431,836.62
Highway:	6,429.91	233,041.08
Consolidated Light:	399.18	
Consolidated Water 1:	2,225.80	94,941.02
Consolidated Water 2:	3,798.64	159,486.36
Lakeside Road Lt.	142.91	
Unpaid Utilities		412.44
TOTAL	\$26,973.01	SEE ATTACHED PAYMENT SCHUDULE

It is the Town Board's decision whether to pay the charge backs through a voucher or it deducted from the 2017 Town's tax warrant.

Attached are the following:

- A copy of the 2016 charge backs
- The Dynegy bankruptcy payment schedule
- A voucher to be signed by three Board Members, if this is your chosen method of payment

Cc: Ronald Clum, Town Account
Mark Taylor, Attorney

TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
(845) 564-5220

DO NOT WRITE IN THIS BOX

DEPARTMENT Tax Receiver

f Finance Commissioner of Finance
NAME 265 Main Street
AND Goshen, NY 10924
ADDRESS

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
001.1964.0499	\$13,976.57	
030.1964.0499	\$6,429.91	
015.1964.499.1501	\$399.18	
040.1964.0499	\$2,225.80	
040.1964.0499	\$3,798.64	
015-1964-0499-1501	\$142.91	
Abstract #	Total	\$26,973.01

TERMS _____

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
		2016 Chargebacke		\$26,973.01
		For Dynegy payment please see attached payment schudule		
			TOTAL	\$26,973.01

CLAIMANT'S CERTIFICATION

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

DATE SIGNATURE TITLE
(Space below for municipal use)

DEPARTMENT APPROVAL

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

APPROVAL FOR PAYMENT

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

Date Authorized Official

Date Auditing Board

TOWN OF NEWBURGH

**TOWN OF NEWBURGH
SCHEDULE OF PAYMENT AND REDUCTIONS
OF SALES TAX REVENUES**

IN REGARDS TO THE DYNEGY BANKRUPTSY ORDER

Total amount due to Orange County *	\$ 919,717.52
Less Amount payable before 12/31/16	19,717.52
Amount to be "paid" back to Orange County by reduction of Sales Tax payments	\$ 900,000.00

Sales Tax Qtr. / Year	Est. Sales Tax Check Date	Pymt #	Quarterly Reduction	Running Balance
				900,000.00
1st Qtr 17	07/20/17	1	50,000.00	850,000.00
2nd Qtr 17	10/20/17	2	50,000.00	800,000.00
3rd Qtr 17	01/20/18	3	50,000.00	750,000.00
4th Qtr 17	04/20/18	4	50,000.00	700,000.00
1st Qtr 18	07/20/18	5	50,000.00	650,000.00
2nd Qtr 18	10/20/18	6	50,000.00	600,000.00
3rd Qtr 18	01/20/19	7	50,000.00	550,000.00
4th Qtr 18	04/20/19	8	50,000.00	500,000.00
1st Qtr 19	07/20/19	9	50,000.00	450,000.00
2nd Qtr 19	10/20/19	10	50,000.00	400,000.00
3rd Qtr 19	01/20/20	11	50,000.00	350,000.00
4th Qtr 19	04/20/20	12	50,000.00	300,000.00
1st Qtr 20	07/20/20	13	50,000.00	250,000.00
2nd Qtr 20	10/20/20	14	50,000.00	200,000.00
3rd Qtr 20	01/20/21	15	50,000.00	150,000.00
4th Qtr 20	04/20/21	16	50,000.00	100,000.00
1st Qtr 21	07/20/21	17	50,000.00	50,000.00
2nd Qtr 21	10/20/21	18	50,000.00	-

* = This is the original amount of \$1,050,142.21 less the Middlehope FD payment directly to Orange County of \$130,424.69.

8A



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

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

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: August 31, 2016

I am requesting authorization to use the T-94 account to pay for veterinary services from:
Newburgh Vet

Totaling: \$380.38

Feline: \$208.38

Canine: 172.00

Attached please find the bills.

Thank you,
Cheryl Cunningham

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

DO NOT WRITE IN THIS BOX

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

TERMS Net 30 Days

Invoice # _____

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
7/25/16	631694	COPY		60.13 ✓
8/5/16	632498			68.50 ✓
8/15/16	633194			31.25 ✓
8/18/16	633573			48.50 ✓
TOTAL				208.38

CLAIMANT'S CERTIFICATION

Dora M Cast

certify that the above account in the amount of \$ 208.38 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.

8/25/16
DATE

Dora M Cast
SIGNATURE

Bookkeeper
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date Authorized Official

APPROVAL FOR PAYMENT

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

Date Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

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

Printed: 07-25-16 at 4:23p
Date: 07-25-16
Account: 4417
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
07-25-16	Trixie 103C-15	1	Consult/Exam Followup	40.00	20.00	20.00 **
07-25-16		0.40	Convenia Inject / ml Outpatient	34.95	17.47	17.48 **
07-25-16		1	Depo-Medrol Inject /ml Outpatient	45.30	22.65	22.65 **

Total charges, this invoice... 60.13

**Total discount included: 60.12

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

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

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

Printed: 08-05-16 at 6:57p
Date: 08-05-16
Account: 4417
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
08-05-16	HBC 8/5/16	0.20	TelazolInject Control Log / ml			0.00
08-05-16		1	Shelter euthanasia and body care f			68.50
08-05-16		1	Euthanasia - Somlethol Pent Contr			0.00
Total charges, this invoice...						68.50

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.

Handwritten signature/initials

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

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

Printed: 08-15-16 at 4:16p
Date: 08-15-16
Account: 4417
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
08-15-16	Candlestick	1	CONSULT / EXAM - Sick	62.50	31.25	31.25 **

Total charges, this invoice...

31.25

**Total discount included: 31.25

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

Reminders for: Candlestick	Last done	
08/17	CONSULT/EXAM - Annual Wellness	08-15-16
02/17	FECAL EXAM	
12/16	Rabies/Purevax Feline 1yr	
09/16	Feline Rhino/Panleuk/Calici #	

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

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

Printed: 08-31-16 at 12:25p

Date: 08-18-16

Account: 4417

Invoice: 633573

Date	For	Qty	Description	Price	Discount	Net Price
08-16-16	Candlestick	1	FelV/ FIV Elisa SA260	86.50	86.50	0.00 **
08-16-16		1	Strongid deworming(roundworms,h	20.30	20.30	0.00 **
08-16-16		1	Zoonoses			0.00
			Discussed Zoonotic potential of intestinal parasites- in particular roundworms.			
08-16-16		1	Pro Pectalin Gel 15ml #215967	23.60	23.60	0.00 **
08-16-16		1	FECAL PARASITE SCREEN + Gia	43.00	43.00	0.00 **
08-17-16		1	FIV Elisa Negative			0.00
08-17-16		1	Feline Leukemia Elisa Negative			0.00
08-17-16		1	No Ova Seen			0.00
08-18-16	Toyota	1	FelV/FIV ELISA in hosp	109.50	61.00	48.50 **

Total charges, this invoice...

48.50

**Total discount included: 234.40

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

LIKE US ON FACEBOOK.COM!

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

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

TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
(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

DO NOT WRITE IN THIS BOX

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

TERMS

Net 30 Days

Invoice # _____

Canine

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
7/28/16	631881	COPY		33.00 ✓
7/30/16	632021		16.50 ✓	
8/16/16	632556		89.50 ✓	
8/20/16	633717		16.50 ✓	
8/23/16	633904		16.50 ✓	
			TOTAL	172.00

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 172.00 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.

8/25/16
DATE

Dora M Cast
SIGNATURE

Bookkeeper
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

_____ Date

_____ Authorized Official

APPROVAL FOR PAYMENT

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

_____ Date

_____ Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

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

Printed: 08-06-16 at 4:08p
Date: 08-06-16
Account: 19984
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
08-06-16	Chopper 11-16	1	Accuplex4 Lyme,HW,Ehrlichia,Ana	65.00	32.50	32.50 **
08-06-16		1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 **
08-06-16		1	Canine Dist/A2/PI/Parvo/Lepto1YR	29.00	14.50	14.50 **
	Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis					
08-06-16		1	CONSULT / EXAM - Annual Wellne	52.00	26.00	26.00 **

Total charges, this invoice... 89.50

**Total discount included: 89.50

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

Reminders for: Chopper 11-16 (Weight: 75.0 lbs - 4y)	Last done
08/17 lyme,HW,Ehrlichia Accu Plus4(A	08-06-16
08/17 CANINE RABIES / 3 YEAR	
08/17 CanineDist/Aden/Para/Parvo/Lep	
02/17 Canine Kennel Cough Vacc -1 ye	
02/17 FECAL EXAM	
02/17 Consultation/Exam- Bi-annual	08-06-16

Chopper 11-16's weight history (in lbs)

08-06-16 75.00

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

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

Printed: 08-20-16 at 12:54p
Date: 08-20-16
Account: 19984
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
08-20-16	Baby stephanie lopez	1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 **

Total charges, this invoice... 16.50
**Total discount included: 16.50

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

Reminders for: Baby	Last done
08/17	CANINE RABIES / 3 YEAR
02/17	FECAL EXAM
02/17	Canine Kennel Cough Vacc -1 ye
08/11	Consultation/Exam- Bi-annual

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

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

Printed: 08-23-16 at 12:18p
Date: 08-23-16
Account: 19984
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
08-23-16	#48-16 K.C. Hou	1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 **

Total charges, this invoice... 16.50

**Total discount included: 16.50

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

Reminders for: #48-16 K.C. Housman	Last done
08/17	CANINE RABIES / 3 YEAR
02/17	Spay your pet at 5-6 months
02/17	Canine Kennel Cough Vacc -1 ye
02/17	FECAL EXAM
08/16	CONSULT/EXAM - Annual Wellness
02/16	HEARTWORM TEST
11/15	CANINE DIST/A2/PI/PARVOLEPTO1Y

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.

CB



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell
Chief of Police

(845) 564-1100

September 7, 2016

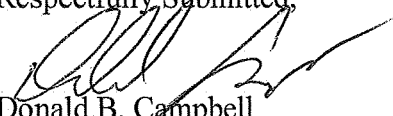
To: Town Board

From: Chief of Police Donald B. Campbell

Subject: Authorization to Hire Part-Time Animal Control Helper

I am requesting authorization to fill the current vacant part-time Animal Control Helper position which was created when John Kenger resigned.

Respectfully Submitted,


Donald B. Campbell
Chief of Police

Cc: Personnel

9A

DRAFT

JOINT CONSOLIDATION AGREEMENT

BY AND BETWEEN

THE CROSSROADS CONSOLIDATED SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE WINTERGREEN SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE 17K/UNION AVENUE SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE MEADOW HILL NORTH SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE MEADOW HILL SOUTH SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE GIDNEY SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE ALGONQUIN SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

PURSUANT TO ARTICLE 17-A
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

THIS AGREEMENT is made this ___th day of _____, 2016 by and between the **CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH** (hereinafter "**CROSSROADS SEWER DISTRICT**"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the **WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH** (hereinafter "**WINTERGREEN SEWER DISTRICT**"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the **FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH** (hereinafter "**FLEETWOOD-HOLIDAY PARK SEWER DISTRICT**"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the **17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH** (hereinafter "**17K/UA SEWER DISTRICT**"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the **MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK** (hereinafter "**MEADOW HILL NORTH SEWER DISTRICT**"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the **MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK** (hereinafter "**MEADOW HILL SOUTH SEWER DISTRICT**"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the **GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK** (hereinafter "**GIDNEY SEWER DISTRICT**"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the **ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK** (hereinafter "**ALGONQUIN SEWER DISTRICT**"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the **TOWN OF NEWBURGH** (hereinafter the "**TOWN OF NEWBURGH**"), a municipal corporation of the State of New York with offices at 1496 Route 300, Newburgh, New York 12550 (**CROSSROADS SEWER DISTRICT, WINTERGREEN SEWER DISTRICT, FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, 17K/UA SEWER DISTRICT, MEADOW HILL NORTH SEWER DISTRICT, MEADOW HILL SOUTH SEWER DISTRICT, GIDNEY SEWER DISTRICT, ALGONQUIN SEWER DISTRICT** and **TOWN OF NEWBURGH** are hereinafter also referred to singularly as a "**PARTY**" and jointly as the "**PARTIES**").

WITNESSETH

WHEREAS, New York General Municipal Law Article 17-A authorizes sewer districts to consolidate into combined districts if such combination "shall be conducive to the public health, welfare, and convenience and be of special benefit to the lands of the sewer districts"; and

WHEREAS, Article 17-A defines consolidation as meaning either (a) the combination of two or more local government entities resulting in the termination of the existence of each of the entities to be consolidated and the creation of a new entity which assumes jurisdiction over all of the terminated entities, or (b) the combination of two or more local government entities resulting in the termination of the existence of all but one of the entities which shall absorb the terminated entity or entities; and

WHEREAS, the Crossroads Sewer District was duly established by the Town Board of the TOWN OF NEWBURGH and constructed and has heretofore been extended from time to time; and

WHEREAS, the Crossroads Sewer District and the COLDEN PARK SEWER DISTRICT were subsequently duly consolidated pursuant to Town Law Sections 206 and 206-a as the "Crossroads Consolidated Sewer District"; and

WHEREAS, the CROSSROADS SEWER DISTRICT was subsequently extended and consolidated with the WEST STONE STREET EXTENSION of the CROSSROADS CONSOLIDATED SEWER DISTRICT in accordance with New York State Town Law Article 12-A and General Municipal Law Article 17A; and

WHEREAS, the WINTERGREEN SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

WHEREAS, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

WHEREAS, the 17K/UNION AVENUE ("17K/UA") SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

WHEREAS, the MEADOW HILL NORTH SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

WHEREAS, the MEADOW HILL SOUTH SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

WHEREAS, the GIDNEY SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

WHEREAS, the ALGONQUIN SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

WHEREAS, the Newburgh Town Board is the governing body responsible for the administration of all the TOWN OF NEWBURGH's sewer districts, including the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT; and

WHEREAS, the Town Engineer has studied whether it would be to the mutual benefit and in the best interests of the customers of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT to consolidate said sewer districts into one sewer district by terminating the existence of the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT and absorbing them into the CROSSROADS SEWER DISTRICT and recommended such consolidation based upon findings that such a combination would create greater operating efficiencies, provide better service to the public each serves, and generate cost savings by avoiding duplication in administrative services; and

WHEREAS, New York General Municipal Law Article 17-A requires endorsement of a Consolidation Agreement to commence proceedings to consolidate Districts, and the purpose of this Agreement is to comply with this requirement.

NOW, THEREFORE, in consideration of the foregoing recitals, the Town Board sets forth the following terms and conditions for the consolidation of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT:

1 Name of Each Government Entity to be Consolidated:

The names of the eight government entities to be consolidated are the "Crossroads Consolidated Sewer District", the "Wintergreen Sewer District", the "Fleetwood-Holiday Park Sewer District", the "17K/UA Sewer District", the "Meadow Hill North Sewer District", the "Meadow Hill South Sewer District", the "Gidney Sewer District" and the "Algonquin Sewer District."

2. Name of Proposed Consolidated District:

As the consolidation is the combination of eight local government entities resulting in the termination of the existence of all but one of the entities which shall absorb the terminated entities, the name of the proposed consolidated sewer district shall continue to be the "Crossroads Consolidated Sewer District" (hereinafter for purposes of this agreement referred to as the "Consolidated Crossroads Sewer District").

3. Rights, Duties and Obligations of Proposed Consolidated Crossroads Sewer District:

All of the rights, duties and obligations of each of the CROSSROADS SEWER DISTRICT, the

WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT under existing contracts or agreements, including but not limited to those relating to personnel matters, providing of sanitary sewer services, outside users, inter-municipal agreements, payment of outstanding obligations, and pending district extensions shall become the rights, duties and obligations of the Consolidated Crossroads Sewer District as of the effective date specified in paragraph (12) below.

4. Territorial Boundaries of Proposed Consolidated Crossroads Sewer District:

The boundaries of the Consolidated Crossroads Sewer District shall be the combined jurisdictional boundaries of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT:

Exhibit A contains the following with respect to the CROSSROADS SEWER DISTRICT: Exhibit 1.A contains maps showing the jurisdictional boundaries of the Crossroads Sewer District and its extensions and consolidated areas; and Exhibit 2A sets forth the legal descriptions of the boundaries of the areas comprising CROSSROADS SEWER DISTRICT; The Town Board has additionally approved but not yet adopted a final order of establishment for the extension of the CROSSROADS SEWER DISTRICT to include the lands of Lane DeMuro and Marcia DeMuro, which are also entitled to receive service pursuant to an outside user agreement and are shown on the map and described in Exhibit 3A.

Exhibit B contains the following with respect to the WINTERGREEN SEWER DISTRICT: Exhibit B.1 contains a map showing the jurisdictional boundaries of the WINTERGREEN SEWER DISTRICT and Exhibit B.2 sets forth a legal description of the boundaries of the WINTERGREEN SEWER DISTRICT;

Exhibit C contains the following with respect to the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT: Exhibit C.1 contains a map showing the jurisdictional boundaries and a legal description of the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT and Exhibit C.2 sets forth a legal description of the boundaries of the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT;

Exhibit D contains the following with respect to the 17K/UA SEWER DISTRICT: Exhibit D.1 contains a map showing the jurisdictional boundaries of the 17K/UA SEWER DISTRICT and Exhibit D.2 sets forth a legal description of the boundaries of the 17K/UA SEWER DISTRICT;

Exhibit E contains the following with respect to the MEADOW HILL NORTH SEWER DISTRICT: Exhibit F.1 contains a map showing the jurisdictional boundaries of the MEADOW HILL NORTH SEWER DISTRICT and Exhibit F.2 sets forth a legal description of the boundaries of the MEADOW HILL NORTHSEWER;

Exhibit F contains the following with respect to the MEADOW HILL SOUTH SEWER DISTRICT: Exhibit F.1 contains a map showing the jurisdictional boundaries of the MEADOW HILL SOUTH SEWER DISTRICT and Exhibit F.2 sets forth a legal description of the boundaries of the MEADOW HILL SOUTH SEWER DISTRICT;

Exhibit G contains the following with respect to the GIDNEY SEWER DISTRICT: Exhibit G.1 contains a map showing the jurisdictional boundaries of the GIDNEY SEWER DISTRICT and Exhibit G.2 sets forth a legal description of the boundaries of the GIDNEY SEWER DISTRICT;

Exhibit H contains the following with respect to the ALGONQUIN SEWER DISTRICT: Exhibit H.1 contains a map showing the jurisdictional boundaries of the ALGONQUIN SEWER DISTRICT and Exhibit H.2 sets forth a legal description of the boundaries of the ALGONQUIN SEWER DISTRICT;

Exhibit I contains a list of the tax map numbers of the parcels in the CROSSROADS SEWER DISTRICT.

Exhibit J contains a list of the tax map numbers of the parcels included in the WINTERGREEN SEWER DISTRICT.

Exhibit K contains a list of the tax map numbers of the parcels in the FLEETWOOD-HOLIDAY SEWER DISTRICT.

Exhibit L contains a list of the tax map numbers of the parcels in the 17K/UA SEWER DISTRICT.

Exhibit M contains a list of the tax map numbers of the parcels in the MEADOW HILL NORTH SEWER DISTRICT.

Exhibit N contains a list of the tax map numbers of the parcels in the MEADOW HILL SOUTH SEWER DISTRICT.

Exhibit O contains a list of the tax map numbers of the parcels in the GIDNEY SEWER DISTRICT.

Exhibit P contains a list of the tax map numbers of the parcels in the ALGONQUIN SEWER DISTRICT.

Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, Exhibit J, Exhibit K, Exhibit L, Exhibit M, Exhibit N, Exhibit O and Exhibit P are incorporated herein and made a part hereof by this reference.

5. Type and/or Class of Proposed Consolidated Crossroads Sewer District:

The Consolidated Crossroads Sewer District shall be of the type or class that would be formed as a sewer district under the laws of the State of New York pursuant to Articles 12 and/or 12A of the Town Law of the State of New York. The Consolidated Crossroads Sewer District shall be governed by the laws of the State of New York and operated and administered by the Town Board of the Town of Newburgh in the same fashion as sewer districts created under Articles 12 and 12A of the Town Law.

6. Governmental Organization of Proposed District Insofar as it Concerns Elected and Appointed Officials and Public Employees, Along With Transitional Plan and Schedule for Elections and Appointments of Officials:

The consolidation will have no effect on elected or appointed officials or public employees and, therefore, no transitional plan or schedule for elections or appointments of officials is needed. Employees involved with the operation and management of each of the existing sewer district and sewer district extension are currently employees of the TOWN OF NEWBURGH and shall continue to be employees of the Town after consolidation. The Town Board of the TOWN OF NEWBURGH currently is the body responsible for both the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT and will continue to be responsible for the Consolidated Crossroads Sewer District. Members of the Town Board of the TOWN OF NEWBURGH are elected in accordance with the schedule of elections established for town supervisors and councilmen and councilwomen by the Town Law and Election Law of the State of New York. All appointed officials and public employees shall be appointed by the Town Board of the Town of Newburgh and shall be selected in accordance with the laws of the State of New York.

7. Fiscal Estimate of Cost of and Savings Which May Be Realized from Consolidation:

It is estimated that the costs of consolidation will not exceed \$25,000. The extent of the savings cannot be accurately estimated at this time. The consolidation of these eight government entities, however, will result in moneys being saved and long term costs lowered. A savings can be expected in preparing and maintaining one budget instead of eight. Administrative hours by the Town Accountant, Receiver, Assessor, Town Supervisor, their deputies and departmental personnel and Town Board will be reduced. The costs of maintenance and repair will be spread over a larger user base. All of these savings will result in lower costs to property owners in the Consolidated Crossroads Sewer District.

8. Each Government Entity's Assets, Including Real and Personal Property, and their Fair Value:

The tangible assets of the CROSSROADS SEWER DISTRICT are valued at \$12,789,836.77 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the Crossroads Sewer District has a fund balance currently estimated at \$2,259,012.00 and capital reserve funds estimated at \$1,686,174.

The tangible assets of the WINTERGREEN SEWER DISTRICT are valued at \$310,954.97 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the WINTERGREEN SEWER DISTRICT has a fund balance currently estimated at \$4,249.00 and capital reserve funds estimated at \$0.

The tangible assets of the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT are valued at \$422,321.17 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT has a fund balance currently estimated at \$63,866.00 and capital reserve funds estimated at \$0.

The tangible assets of the 17K/UA SEWER DISTRICT are valued at \$411,077.14 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the 17K/UA SEWER DISTRICT has a fund balance currently estimated at \$301,600.00 and capital reserve funds estimated at \$0.

The tangible assets of the MEADOW HILL NORTH SEWER DISTRICT are valued at \$1,735,458.04 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the MEADOW HILL NORTH SEWER DISTRICT has a fund balance currently estimated at \$161,404.00 and capital reserve funds estimated at \$167,807.00.

The tangible assets of the MEADOW HILL SOUTH SEWER DISTRICT are valued at \$2,242,032.10 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the MEADOW HILL SOUTH SEWER DISTRICT has a fund balance currently estimated at \$259,264.00 and capital reserve funds estimated at \$172,402.00.

The tangible assets of the GIDNEY SEWER DISTRICT are valued at \$2,547,798.99 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the GIDNEY SEWER DISTRICT has a fund balance currently estimated at negative \$10,987.00 and capital reserve funds estimated at \$159,624.00.

The tangible assets of the ALGONQUIN SEWER DISTRICT are valued at \$526,945.39 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the ALGONQUIN SEWER DISTRICT has a fund balance currently estimated at \$116,868.00 and capital reserve funds estimated at \$0.

9. Each Government Entity's Liabilities and Indebtedness, Bonded and Otherwise, and their Fair Value:

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the

CROSSROADS SEWER DISTRICT is the following:

\$245,575.75.00 .

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the WINTERGREEN SEWER DISTRICT is the following:

\$50.94.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT is the following:

\$0.00.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the 17K/UA SEWER DISTRICT is the following:

\$0.00.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the MEADOW HILL NORTH SEWER DISTRICT is the following:

\$0.00.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the MEADOW HILL SOUTH SEWER DISTRICT is the following:

\$0.00.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the GIDNEY SEWER DISTRICT is the following:

\$341.65.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the ALGONQUIN SEWER DISTRICT is the following:

\$0.00.

10. Terms for Disposition of Existing Assets, Liabilities and Indebtedness of each Government Entity, Either Jointly, Separately or in Certain Defined Proportions:

Upon consolidation, the funds of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL

SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT will be joined into one. Real and personal property currently owned by each of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT will become the property of the Consolidated Crossroads Sewer District. Any pre-consolidation debts duly incurred and agreements entered into by CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT shall continue to be honored by the Consolidated Crossroads Sewer District and satisfied according to their terms. Existing debt of the individual sewer districts shall remain the responsibility of the owners of property and users who were responsible for such debt prior to consolidation, and they shall be assessed on a benefit basis for the debt service. For purposes herein, the term existing debt shall include authorized but presently unissued debt for increases or improvements of the facilities of an individual district which the Town Board has determined it is in the public interest to acquire or construct. Existing approvals for the use of Capital Reserve Funds for increases and improvements of the facilities of an individual district shall remain in full force and effect. As provided in Section 11 below, future improvements of the Consolidated Crossroads Sewer District which are financed will be paid for by indebtedness of the consolidated district assessed and paid for on a benefit basis by all property owners and users of the Consolidated Crossroads Sewer District.

11. Terms For The Common Administration And Uniform Enforcement Of Local Laws, Ordinances, Resolutions, Orders And The Like, Within The Proposed consolidated Crossroads Sewer District, Consistent With §769 Of The Act:

Local Laws, Ordinances, Resolutions and Orders affecting the Consolidated Crossroads Sewer District will continue to be administered and enforced by the Town of Newburgh as has been done for the CROSSROADS SEWER DISTRICT. Assessments for the cost of any future debt service of the Consolidated Crossroads Sewer District is expected in the same matter as has been billed for the CROSSROADS SEWER DISTRICT and shall be determined on a benefit basis according to the use of the property as established by the then-existing benefit formula of CROSSROADS SEWER DISTRICT.

Assessments for the costs of capital improvements of the Consolidated Crossroads Sewer District shall continue to be based on the consolidated district's benefit tax schedule. Charges for the costs of operation and maintenance shall continue to be based upon metered water usage.

12. Effective Date Of Proposed Consolidation:

The proposed consolidation shall take effect upon the later of: (1) adoption of approval of a final version of this Agreement by the Town Board after compliance with the requirements of GML Article 17-A; or (2) January 1, 2016.

13. Time(s) and Place(s) for Public Hearing(s) on Proposed Consolidation Agreement:

The Town Board shall meet at the Town of Newburgh Town Hall, , 1496 Route 300 in the Town of Newburgh, New York at 7:00 o'clock p.m. on _____, 2016 to hear public comments on this proposed Consolidation Agreement.

14. Entire Agreement:

This Agreement contains the full and complete terms for consolidation of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT There are no other verbal or written agreements or understandings which shall modify or affect the terms of this Agreement in any manner whatsoever. Any modifications or waivers to or of this Agreement shall be in writing and signed by the Town Supervisor.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, to signify the Town Board's approval of all of the terms and conditions hereof, the Town Supervisor has signed this Agreement as of _____, 2016.

CROSSROADS CONSOLIDATED SEWER DISTRICT
OF THE TOWN OF NEWBURGH

By: _____
Gilbert J. Piaquadio, Supervisor

WINTERGREEN SEWER DISTRICT
OF THE TOWN OF NEWBURGH

By: _____
Gilbert J. Piaquadio, Supervisor

FLEETWOOD-HOLIDAY PARK SEWER DISTRICT
OF THE TOWN OF NEWBURGH

By: _____
Gilbert J. Piaquadio, Supervisor

17K/UNION AVENUE SEWER DISTRICT
OF THE TOWN OF NEWBURGH

By: _____
Gilbert J. Piaquadio, Supervisor

THE MEADOW HILL NORTH SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

By: _____
Gilbert J. Piaquadio, Supervisor

THE MEADOW HILL SOUTH SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

By: _____
Gilbert J. Piaquadio, Supervisor

CONTINUED ON NEXT PAGE

THE GIDNEY SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

By: _____
Gilbert J. Piaquadio, Supervisor

THE ALGONQUIN SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

By: _____
Gilbert J. Piaquadio, Supervisor

THE TOWN OF NEWBURGH

By: _____
Gilbert J. Piaquadio, Supervisor

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"

EXHIBIT "E"

EXHIBIT "F"

EXHIBIT "G"

EXHIBIT "H"

EXHIBIT I

EXHIBIT J

EXHIBIT K

EXHIBIT L

EXHIBIT M

EXHIBIT N

EXHIBIT O

EXHIBIT P

SUMMARY OF JOINT CONSOLIDATION AGREEMENT
PROPOSED TO CONSOLIDATE
THE CROSSROADS CONSOLIDATED SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE WINTERGREEN SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE 17K/UNION AVENUE SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE MEADOW HILL NORTH SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE MEADOW HILL SOUTH SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE GIDNEY SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

AND

THE ALGONQUIN SEWER DISTRICT
OF THE TOWN OF NEWBURGH, NEW YORK

PURSUANT TO ARTICLE 17-A
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

It is proposed as of January 1, 2017, to consolidate the CROSSROADS CONSOLIDATED SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UNION AVENUE SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT within the Town of Newburgh, Orange County, pursuant to Article 17A, Title 2 of the General Municipal Law of the State of New York.

The purpose of the consolidation is to combine the eight government entities which provide sewer service to areas of the Town of Newburgh by absorption of the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UNION AVENUE SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT into the CROSSROADS CONSOLIDATED SEWER DISTRICT. Consolidation of the eight

government entities will make capital charges and operation and maintenance charges for sewer service uniform throughout the CROSSROADS CONSOLIDATED SEWER DISTRICT.

It is anticipated the eight government entities will function as one sewer district. The services will continue to be rendered by Town of Newburgh personnel.

The proposed Consolidation Agreement is on file in the Town of Newburgh Town Clerk's Office at 1496 Route 300, Newburgh, New York. A copy of the proposed Joint Consolidation Agreement and this summary are displayed upon and available for public inspection at the Newburgh Town Clerk's Bulletin Board in the Newburgh Town Hall, 1496 Route 300, Newburgh, New York, 12550, on Stewart Avenue at 94 Stewart Avenue, Newburgh, New York 12550, on Wintergreen Avenue west of 81 Wintergreen Avenue, Newburgh, NY 12550; on Parkwood Lane at 1 Parkwood Lane, Newburgh, NY 12550, on NYS Route 300 (Union Avenue) at 1226 Route 300, Newburgh, NY 12550; on Monarch Drive at 14 Monarch Drive, Newburgh, NY 12550, on Paddock Place at 8 Paddock Place, Newburgh, NY 12550, on Gidney Avenue at 645 Gidney Avenue, Newburgh, NY 12550, on Delaware Road, between 49 and 51 Delaware Road, Newburgh, NY 12550 and upon the Town of Newburgh web site, www.townofnewburgh.org.

A Public Hearing on the Consolidation shall be held at the Town Hall, of the Town of Newburgh, 1496 Route 300, Newburgh, New York on such date and at such time as shall be directed by the Town Board of the Town of Newburgh. All parties interested in the matter shall have an opportunity to be heard at such public hearing in support of, or opposition to the proposed consolidation and to address questions to the Town Board.

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 ___th day of September, 2016 at 7:00 o'clock p.m.

PRESENT:

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

A RESOLUTION ENDORSING THE DRAFT JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

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

WHEREAS, the Crossroads Consolidated Sewer District was duly established by the Town Board of the Town of Newburgh and from time to time extended and consolidated in accordance with New York State Town Law, and

WHEREAS, the Wintergreen Sewer District was duly established by the Town Board of the Town of Newburgh in accordance with New York State Town Law; and

WHEREAS, the Fleetwood-Holiday Park Sewer District was duly established by the Town Board of the Town of Newburgh in accordance with New York State Town Law; and

WHEREAS, the 17K/Union Avenue (17K/UA") Sewer District was duly established by the Town Board of the Town of Newburgh in accordance with New York State Town Law; and

WHEREAS, the Meadow Hill North Sewer District was duly established by the Town Board of the Town of Newburgh in accordance with New York State Town Law; and

WHEREAS, the Meadow Hill South Sewer District was duly established by the Town Board of the Town of Newburgh in accordance with New York State Town Law; and

WHEREAS, the Gidney Sewer District was duly established by the Town Board of the Town of Newburgh in accordance with New York State Town Law; and

WHEREAS, the Algonquin Sewer District was duly established by the Town Board of the Town of Newburgh in accordance with New York State Town Law; and

WHEREAS, the purposes of the Crossroads Consolidated Sewer District, , the Wintergreen Sewer District, the Fleetwood-Holiday Park Sewer District, the 17K/UA Sewer District, the Meadow Hill North Sewer District, the Meadow Hill South Sewer District, the Gidney Sewer District and the Algonquin Sewer District (collectively the "SEWER DISTRICTS") are to provide sanitary sewer facilities and service in order to prevent contamination of water supplies and provide for the health, welfare and safety of the residents of the Town of Newburgh by collecting, transporting and treating wastewater from the community's neighborhoods and business districts, and

WHEREAS, New York State General Municipal Law Article 17-A, Section 751 provides that two or more local governmental entities may be consolidated into a single local governmental entity if together the consolidated local government entity forms a local government entity of a kind or class that is authorized under the laws of the State of New York, and

WHEREAS, the Town Board of the Town of Newburgh, as the governing body of the SEWER DISTRICT'S has the overall authority for managing the operation, maintenance and finances of each sanitary sewer district serving the Town, and

WHEREAS, New York State General Municipal Law Article 17-A, Section 751 requires the governing bodies of two or more local government entities, by joint resolution, to endorse a proposed Joint Consolidation Agreement for the purposes of commencing consolidation proceedings.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh, acting as the governing body of the SEWER DISTRICTS, hereby endorses the DRAFT JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK, attached hereto and made part of this resolution, and

BE IT FURTHER RESOLVED, that the Town Board directs the Town Clerk to display copies of a Descriptive Summary and Draft Consolidation Agreement in readily accessible places within each existing district; post copies of both documents on the Town's Website; and ensure publication of the Descriptive Summary in the official newspapers of the Town of Newburgh for the next four consecutive weeks; and

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

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

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

The resolution was thereupon declared duly adopted.

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 ___th day of September, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

ORDER OF THE TOWN BOARD OF THE TOWN OF NEWBURGH SETTING PUBLIC HEARING IN THE MATTER OF THE DRAFT JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

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

WHEREAS, New York State General Municipal Law Article 17-A, Section 754 requires that the governing bodies of two or more local government entities to be consolidated shall set a time and place for one or more public hearings on a proposed Joint Consolidation Agreement; and

WHEREAS, the hearing or hearings shall be held no less than thirty-five days and no more than ninety days after commencement of consolidation proceedings pursuant to Section 752 of Article 17-A; and

WHEREAS, the Town Board has heretofore commenced the consolidation proceedings between the Crossroads Consolidated Sewer District, the Wintergreen Sewer District, the Fleetwood-Holiday Park Sewer District, the 17K/Union Avenue (17K/UA") Sewer District, the Meadow Hill North Sewer District, the Meadow Hill South Sewer District,, the Gidney Sewer District and the Algonquin Sewer District, all of the Town of Newburgh by endorsing a DRAFT

JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS

CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK, and

NOW, THEREFORE, BE IT ORDERED, by the Town Board of the Town of Newburgh, Orange County, New York, as follows:

Section 1. The Town Board of the Town of Newburgh shall hold a public hearing at the Town Hall at 1496 Route 300, Town of Newburgh, New York on the ___th day of _____, 2016 at 7:00 o'clock, p.m., Prevailing Time in the matter of the JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Town Board as may be required by law or shall be proper in the premises.

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

public hearing as aforesaid.

Section 3. This Order shall be entered in the minutes of the meeting and shall take effect immediately.

The foregoing order 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 M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

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 ___th day of September, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD DETERMINING THAT PROPOSED CONSOLIDATION OF THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK IS AN UNLISTED ACTION UNDER SEQRA AND DECLARING THE TOWN BOARD AS LEAD AGENCY

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

WHEREAS, New York State General Municipal Law Article 17-A, Section 751 provides that two or more local governmental entities may be consolidated into a single local governmental entity if together the consolidated local government entity forms a local government entity of a kind or class that is authorized under the laws of the State of New York, and

WHEREAS, the Town Board of the Town of Newburgh after thorough consideration of the various benefits and issues associated with the consolidation of improvement districts and study of available information, is proposing to undertake the consolidation of the Crossroads Consolidated Sewer District, the Wintergreen Sewer District, the Fleetwood-Holiday Park Sewer District, the 17K/UA Sewer District, the Meadow Hill North Sewer District, the Meadow Hill South Sewer District, the Gidney Sewer District and the Algonquin Sewer District (collectively the "SEWER DISTRICTS") which provide sanitary sewer facilities and service in order to prevent contamination of water supplies and provide for the health, welfare and safety of the residents of the Town of Newburgh by collecting, transporting wastewater from the community's neighborhoods and business districts for treatment at the City of Newburgh's wastewater treatment plant (the "Action"), and

WHEREAS, the consolidation of the SEWER DISTRICTS entails no new facilities or improvements and is solely administrative in nature; and

WHEREAS, the Town Board of the Town of Newburgh, acting as the governing body of

the SEWER DISTRICTS, has before it a DRAFT JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK in order to commence the consolidation proceedings, and

WHEREAS, the Town Board of the Town of Newburgh has caused a full Environmental Assessment Form Parts 1 and 2 (the "EAF") to be prepared for the proposed Action; and

WHEREAS, the Town Board proposed to undertake, fund and approve the Action and wishes to assume Lead Agency status in connection with the review of the Action pursuant to the State Environmental Quality Review Act.

NOW, THEREFORE, BE IT RESOLVED, the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, hereby determines that the Action is subject to SEQR and is an unlisted action; and

BE IT FURTHER RESOLVED, that the following agencies identified by the EAF, using all due diligence, are involved agencies for the Action:

None
and;

BE IT FURTHER RESOLVED, that the following are identified as interested agencies for the Action:

None
and;

BE IT FURTHER RESOLVED, that the Town Board hereby determines that it is the single involved agency for the Action and as it is proposing to directly undertake the Action, does further declare itself the Lead Agency for the purpose of conducting a review of this Action under SEQR and Part 617.; and

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

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 M. Manley, Councilman	_____	voting	_____
Gilbert J. Piaquadio, Supervisor	_____	voting	_____

The resolution was thereupon declared duly adopted.

9A

SUMMARY OF JOINT CONSOLIDATION AGREEMENT
 PROPOSED TO CONSOLIDATE
 THE CROSSROADS CONSOLIDATED SEWER DISTRICT
 OF THE TOWN OF NEWBURGH, NEW YORK
 AND
 THE WINTERGREEN SEWER DISTRICT
 OF THE TOWN OF NEWBURGH, NEW YORK
 AND
 THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT
 OF THE TOWN OF NEWBURGH, NEW YORK
 AND
 THE 17K/UNION AVENUE SEWER DISTRICT
 OF THE TOWN OF NEWBURGH, NEW YORK
 AND
 THE MEADOW HILL NORTH SEWER DISTRICT
 OF THE TOWN OF NEWBURGH, NEW YORK
 AND
 THE MEADOW HILL SOUTH SEWER DISTRICT
 OF THE TOWN OF NEWBURGH, NEW YORK
 AND
 THE GIDNEY SEWER DISTRICT
 OF THE TOWN OF NEWBURGH, NEW YORK
 AND
 THE ALGONQUIN SEWER DISTRICT
 OF THE TOWN OF NEWBURGH, NEW YORK

PURSUANT TO ARTICLE 17-A
 OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

It is proposed as of January 1, 2017, to consolidate the CROSSROADS CONSOLIDATED SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT the 17K/UNION AVENUE SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTICT and the ALGONQUIN SEWER DISTRICT within the Town of Newburgh, Orange County, pursuant to Article 17A, Title 2 of the General Municipal Law of the State of New York.

The purpose of the consolidation is to combine the eight government entities which provide sewer service to areas of the Town of Newburgh by absorption of the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UNION AVENUE SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTICT and the ALGONQUIN SEWER DISTRICT into the CROSSROADS CONSOLIDATED SEWER DISTRICT. Consolidation of the eight

government entities will make capital charges and operation and maintenance charges for sewer service uniform throughout the CROSSROADS CONSOLIDATED SEWER DISTRICT.

It is anticipated the eight government entities will function as one sewer district. The services will continue to be rendered by Town of Newburgh personnel.

The proposed Consolidation Agreement is on file in the Town of Newburgh Town Clerk's Office at 1496 Route 300, Newburgh, New York. A copy of the proposed Joint Consolidation Agreement and this summary are displayed upon and available for public inspection at the Newburgh Town Clerk's Bulletin Board in the Newburgh Town Hall, 1496 Route 300, Newburgh, New York, 12550, on Stewart Avenue at 94 Stewart Avenue, Newburgh, New York 12550, on Wintergreen Avenue west of 81 Wintergreen Avenue, Newburgh, NY 12550; on Parkwood Lane at 1 Parkwood Lane, Newburgh, NY 12550, on NYS Route 300 (Union Avenue) at 1226 Route 300, Newburgh, NY 12550; on Monarch Drive at 14 Monarch Drive, Newburgh, NY 12550, on Paddock Place at 8 Paddock Place, Newburgh, NY 12550, on Gidney Avenue at 645 Gidney Avenue, Newburgh, NY 12550, on Delaware Road, between 49 and 51 Delaware Road, Newburgh, NY 12550 and upon the Town of Newburgh web site, www.townofnewburgh.org.

A Public Hearing on the Consolidation shall be held at the Town Hall, of the Town of Newburgh, 1496 Route 300, Newburgh, New York on such date and at such time as shall be directed by the Town Board of the Town of Newburgh. All parties interested in the matter shall have an opportunity to be heard at such public hearing in support of, or opposition to the proposed consolidation and to address questions to the Town Board.

92

INFORMAL PETITION
TO THE TOWN BOARD OF THE TOWN OF NEWBURGH TO
COMMENCE PROCEEDINGS FOR EXTENSION
OF THE CROSSROADS SEWER DISTRICT

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

WE, the undersigned, being owners of taxable real property situated in the proposed sewer district extension described below, and owning in the aggregate at least one-half (1/2) of the assessed valuation of all of the taxable real property in the proposed district extension as shown upon the latest completed assessment roll of the Town of Newburgh and including the resident owners of the taxable real property aggregating at least one-half (1/2) of all the taxable real property of the proposed district extension owned by resident owners, according to the latest completed assessment roll of the Town, do hereby petition the Town Board of the Town of Newburgh to establish an extension to the Crossroads Sewer District in the Town of Newburgh, County of Orange, State of New York outside of any incorporated village or city and totally within the Town of Newburgh, which proposed extension is bounded and described in the annexed Schedule "A".

The petitioners understand that the extension would include the construction of sewer facilities to transport sewerage to be treated at existing sewage treatment facilities and that in addition to the bonded costs of the extension and existing district and the construction of the sewer improvements and the operation and maintenance thereof, to be assessed, billed and collected from year to year, currently quarterly, on the basis of benefit and metered water usage, they will also be responsible for the costs of the mandatory connection of each of their individual improved properties.

WHEREFORE, petitioners respectfully request that the Town Board of the Town of Newburgh to commence the proceedings required for an extension to the Crossroads Sewer District.

**Names and Addresses
of Resident Petitioners
Owning Property In
Proposed Extension**

Date

Signature

Nicola DeGennaro

6-26-0016

Nicola

DeGennaro

880 D'Alfonso Road

Newburgh - N.Y. 12550

Patrizia Tesmar

6-26-0016

Patrizia

Tesmar

85 D'Alfonso Rd.

Newburgh, N.Y. 12570

CURT BOURDAGE

6-26-0016

Curt

Bourdage

92 D'Alfonso Rd

Newburgh NY

Filomena Black

6-26-0016

Filomena

Black

90 D'Alfonso Rd

Newburgh, N.Y.

Daniel Martinez

6-26-0016

Daniel

Martinez

83 D'Alfonso Rd

Newburgh N.Y. 12550

Janice Dubose

6-26-0016

Janice

Dubose

82 D'Alfonso Rd.

Newburgh

Helen Osburn

6-26-0016

Helen

Osburn

76 D'Alfonso Rd

Newburgh, N.Y.

89 72

Names and Addresses of Resident Petitioners Owning Property in Proposed Extension	Date	Signature
--	------	-----------

<u>Julieta Guerra</u> <u>79 D'Alfonso Rd</u> <u>Newburgh N.Y 12550</u>	<u>6-27-0014</u>	<u>Julieta Guerra</u>
--	------------------	-----------------------

<u>Lori Shaffer</u> <u>74 D'Alfonso Rd</u> <u>Newburgh NY 12550</u>	<u>6-27-0014</u>	<u>Lori Shaffer</u>
---	------------------	---------------------

<u>Dorothy Comandi</u> <u>63 D'Alfonso Rd</u> <u>Newburgh NY 12550</u>	<u>6-27-0014</u>	<u>Dorothy Comandi</u>
--	------------------	------------------------

<u>Nicole Murray</u> <u>61 D'Alfonso Rd</u> <u>Newburgh NY 12550</u>	<u>6-27-0014</u>	<u>Nicole Murray</u>
--	------------------	----------------------

<u>Fatma Bayra</u> <u>64 D'Alfonso Rd</u> <u>Newburgh NY</u>	<u>6-27-0014</u>	<u>Fatma Bayra</u>
--	------------------	--------------------

<u>DAN MCKNIGHT</u> <u>36 D'Alfonso Rd</u> <u>NEWBURGH, NY</u>	<u>6-27-0016</u>	<u>DANIEL MCKNIGHT</u>
--	------------------	------------------------

<u>Louis Fratto</u> <u>87 D'Alfonso Rd</u> <u>Newburgh, NY</u> <u>12550</u>	<u>6-27-0014</u>	<u>Louis Fratto</u>
--	------------------	---------------------

Names and Addresses
of Resident
Petitioners Owning
Property in Proposed
Extension

Date

Signature

Glen BARRY
70 DA

6-27-0014 Glen Barry

70 D'ALFONSO RD

Newburgh NY

RICHARD CARBONE

6/27/0014 Richard Carbone

66 D'ALFONSO RD

NEWBURGH NY 12550

Jacqueline Santacrose

6-27/0014 Jacqueline Santacrose

53 D'Alfonso Road

Newburgh NY

46 D'ALFONSO

6-27-0014 Chh Ann

Newburgh

48 D'Alfonso

NEWBURGH NY

6/27-0014 Chh Ann

A1 Prokosch

40 D'Alfonso Rd

Newburgh NY

6-27/0014 A1 Prokosch

Margherita Prokosch

40 D'Alfonso Rd

Newburgh

6-27/0014 Mary Ann

Names and Addresses
of ~~Resident~~ Resident
Petitioners Owning
Property in Proposed
Extension

Date

Signature

SANDI MASOPUST 6-00-14 Sandi Masopust

38 D'Alfonso Rd

Newburgh, NY 12550

ROGER MARINES

6-26-0014 Tom marines

28 D'ALFONSO RD

NEWBURGH NY 12550

M. BARONE

6/26/0014 Mary Corone

32 D'ALFONSO RD

Newburgh NY

Beth Churns

6-26-0014 Beth Churns

39 D'Alfonso Rd.

Newburgh, NY

MIKE VALENTINE

41 D'ALFONSO RD.

6-26-0014 Mike Valentine

NEWBURGH N.Y.

Ochs Lucinda

62 D'Alfonso Rd.

Newburgh, N.Y.

Krusel Tom

57 D'ALFONSO

Newburgh NY 12550

6-26-0014 Lucinda Ochs

SABRI TERZILLI

6-26-0014 TOM Krusel

86 D'ALFONSO RD

Newburgh NY 12550

SABRI Terzilli

STATE OF NEW YORK:)

) SS.

COUNTY OF ORANGE:)

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

Notary Public

GILBERT J. PIAQUADIO
Notary Public, State of New York
Reg. No. 5010110
Residing in Orange County
My Comm. Expires Mar. 29, 2019

STATE OF NEW YORK:)

) SS.

COUNTY OF ORANGE:)

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

Notary Public

CONTRACT

THIS AGREEMENT, made this First day of _____
BY AND BETWEEN

Town of Newburgh New York
a municipal corporation duly organized under the laws of the
State of New York with offices at 1496 Route 300, Newburgh,
NY 12550 (Newburgh)

-and-

AdvoCase, LLC having a place of business at 3 Hemphill Place,
Ste 212, Malta, NY 12020 (AdvoCase)

WHEREAS, the parties wish to enter into a business relationship
upon the terms and conditions set forth herein; and

WHEREAS, the AdvoCase will perform the requested services
Upon the terms set forth herein;

NOW, THEREFORE, the parties agree that;

1. AdvoCase will provide Workers Compensation Case
Management and Nurse Case Review for the Personnel Department in
cases referred to it by Newburgh.

2. For new injuries (less than 30 days since date of injury) the
early Intervention Program \$ 450.00 at the end of 30 days if the
injured worker has not returned to work the town can continue with
telephonic or on site at the hourly rate of \$ 85.00 per hour plus
mileage and expenses OR discontinue services. All bills rendered
pursuant to this agreement shall be paid within thirty (30) days of
receipt by Newburgh, unless disputed within that period of time.

2(a) AdvoCase may adopt a change in rates upon thirty (30)
days written notice to Newburgh, however any increase will only apply
prospectively to new case referrals.

3. AdvoCase shall comply with all applicable laws, ordinances
and regulations, including non-discrimination and labor laws. The
AdvoCase and Newburgh agree that for the duration of this
Agreement, they will not discriminate against any employee, applicant
for employment, or person requesting services because of race, creed

dolor, national origin, disability, age, sex, marital status, sexual preference or source of payment.

4. The AdvoCase shall not employ any Newburgh official or employee in connection herewith .

5. The AdvoCase shall not assign or transfer any interest herein without prior written Newburgh approval.

6. a) AdvoCase shall, at all times defend, indemnify and save harmless Newburgh from and against any and all claims and demands whatsoever, arising out of injury to or death of personnel employed by the AdvoCase, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them, while engaged in the work hereunder. This provision will be deemed executed by provision of insurance set forth in paragraph 6(b) *infra*

b) AdvoCase shall provide Newburgh with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/single injury and \$1,000,000/property damage and shall be subject to the approval of the Newburgh Attorney. The certificate of insurance must name the Newburgh as additional insured and the AdvoCase shall provide Newburgh with proof of such insurance in the form of Additional Insured Endorsement Rider or other proof acceptable to the Newburgh.

In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, AdvoCase shall deliver to Newburgh a certificate or certificates of insurance evidencing renewal of such policy or policies not less than 15 days prior to such expiration date, and the AdvoCase shall promptly pay or cause to be paid all premiums due thereon.

Any failure by the AdvoCase to comply with the insurance requirements of this agreement in a timely manner such constitute a breach of this agreement, and the Town of Newburgh may, at its option, terminate this agreement upon written notice to the AdvoCase.

This Agreement shall be void and of no affect unless throughout the term of this Agreement AdvoCase, in compliance with the provisions of the Workers Compensation Law, shall secure

compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to the law. Proof of such Workers Compensation Insurance coverage shall be provided to Newburgh.

7. The term of this agreement shall be one year from the date first written above and shall renew automatically unless terminated by either party. Either party may terminate this agreement without cause upon thirty (30) days written to the other party. Such termination will not affect Newburgh's obligation of payment or AdvoCase's rights of collection of charges incurred up to the effective date of the termination.

IN WITNESS WHEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Town of Newburgh New York

Date _____

By: _____
NAME
Title

AdvoCase, LLC

Date _____

By: _____
Sharon Farley Schiera
CEO
AdvoCase, LLC
Federal ID# 20-3863203

Hushion Consulting Services Inc.
105 N. Montgomery ST Bldg. 2 Unit 4
Walden, NY 12586
516-457-1494
dhushion@gmail.com

Re: Risk Management Proposal

In an ongoing effort to Help The Town Of Newburgh build a successful Workers Compensation program which both reduces costs, reduces experience modification factors, reduces the number of claims, the severity of claims and the frequency of claims, I offer this proposal.

Through my previous services to the town, it has been uncovered that the misclassification of employee's duties and job categories has cost the Town hundreds of Thousands of dollars of premium that they cannot fully recover. This has been identified as lack of knowledge and expertise and lack of proper record keeping.

I propose to continue to review all categories of employees and make sure that the records are properly maintained in order to take advantage of the Insurance laws which govern the classification system. I will do this on a monthly basis and train various department personnel to properly maintain these classifications.

In addition to the classification system , there are credits that are available to the Town such as payroll limitation, construction credits, overtime credits, credits for section 207c payments, as well as credits for having Return to work programs, Light Duty Programs and drug free workplace credits.

One of the identified problems has been the Experience Modification Factor which is severely high and out of control. This has been identified as being caused by primarily high frequency of claims that could have been self-insured and pulled out of the modification factor. The effect of this high mod has reduced the ability of the Town to properly shop their Insurance program to standard carriers and subjecting them to high assessments and surcharges.

There has also been a problem with severity of claims and proper management of claims that should have been subject to

third party liens and subrogation that would have pulled these claims out of the towns experience mod promulgation.

There have been multiple suspect claims that were allowed to linger that should have been closed out much earlier or brought to other conclusions.

There are also multiple older claims that are being managed by a TPA, but none of those are being properly closed out, so the town is paying annual fees on top of the monthly costs of maintaining those claims as open.

There are programs that Town personnel have been aware of but have not been utilizing, i.e. C3.1 program, identifying claims that need to be liened or subrogated, identifying which claims should be first aid claims and report only and make sure they are not included in the mod promulgation. I propose to help find and admin a health network relationship, and ensure that that facility is charging only workers comp rates for all first aid claims.

My proposal, I will monitor each and every claim, review all old claims and implement and Train Town Personnel in the proper use of available forms and programs. Where necessary, on the Towns behalf, recommend the use of Nurse Case managers or investigators if it has been deemed necessary. I will also on the

role and with my 30 years of experience provide the town a level of expertise that they do not currently have.

The base rate for this commitment is 85- per hour. Any hours necessary or required only with the Supervisors' approval, or who he assigns to approve, would be billed at a rate of \$85- per hour. All hours would be billed at weeks end to be sent to Town the next week.

This would be an annual contract with an out with 60 days advance notice by either party.

Terms of service can be changed or amended with approval and discussion of both parties.

I am available for discussion of any of these terms

Sincerely,

Daniel P. Hushion

State of New York
Unified Court System



Lawrence K. Marks
Chief Administrative Judge

August 25, 2016

25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

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

Dear Supervisor Piaquadio:

Section 2019-a of the Uniform Justice Court Act requires that town and village justices annually provide their court records and dockets to their respective town and village auditing boards, and that such records then be examined or audited and that fact be entered into the minutes of the board's proceedings.

In order to improve accountability and controls over Justice Courts, the Unified Court System's (UCS) *Action Plan for the Justice Courts* requires the UCS Internal Audit unit to monitor town and village board compliance with section 2019-a.

Accordingly, I am requesting that you provide a copy of your most recent audit or examination (calendar year ending 2015 or fiscal year ending in 2016) of your local court's records and a copy of your board resolution acknowledging that the required examination or audit was conducted. Please email the report and the resolution to jcasazza@nycourts.gov or forward to Joan Casazza, Internal Control Liaison, NYS Office of Court Administration, 2500 Pond View, Suite LL01, Castleton-on-Hudson, NY 12033.

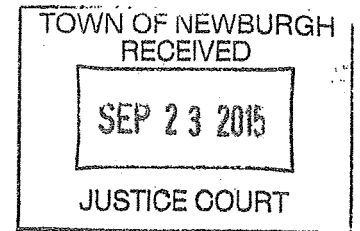
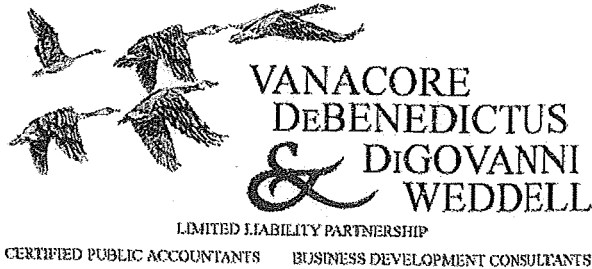
If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours.

A handwritten signature in cursive script, appearing to read "Lawrence K. Marks".

/smw

c: George Danyluk, CIA
Joan Casazza, CIA



August 18, 2015

Town of Newburgh Justice Court
311 Route 32
Newburgh, NY 12550

Attention: Town Board

The Town of Newburgh ("the Town") is a town in Orange County, New York which encompasses a 45 square mile area and is home to approximately 30,000 residents. The Town's Justice Court consists of 2 judges and numerous clerks working within a very busy jurisdiction. The Town has hired our firm to evaluate the internal controls of the Town Court, suggest areas of potential improvement and provide guidance on implementing these improvements. In performing our internal control evaluation for the Town of Newburgh Justice Court under Richard Clarino, Town Justice, for the year ended December 31, 2014, the following matters came to our attention that we believe merit your consideration.

General:

The bail listing contained one \$45 unreconciled amount as of December 31, 2014. VDDW recommends the Clerk print listing of bail held monthly, immediately after month end to assist reconciliation and keep with the bank reconciliation, also to work to identify the error.

This report is intended solely for the information and use of the Town of Newburgh and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

VANACORE, DeBENEDICTUS, DiGOVANNI & WEDDELL
Limited Liability Partnership

Tonia A. Crown, CPA.CITP
Partner



August 18, 2015

Town of Newburgh Justice Court
311 Route 32
Newburgh, NY 12550

Attention: Town Board

We have performed the procedures enumerated below, which were agreed to by the Town of Newburgh Justice Court, solely to assist you in connection with a determination as to whether the Justice Court accounted for and reported its transactions in accordance with New York State requirements. The Town of Newburgh Justice Court is responsible for all court records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We performed the following services for the Town of Newburgh Justice Court under Jude T. Martini, Town Justice for the year ended December 31, 2014:

- A review of internal controls, including interviews of court personnel and documentation of the various cycles (i.e. cash disbursements, receipts). Review of the Town Justice Court's record keeping procedures to ensure that all appropriate information is being recorded.
- Testing of specific transactions to ensure that they have been handled properly and according to existing policies and procedures.
- A review of the Town Justice Court's record keeping and reporting procedures, including bank reconciliations, court records and monthly reports to the Justice Court Fund.

Proficiencies Found:

Receipts:

- Receipts were pre-numbered, duplicated in the cash receipts book in order to be retained by the court and contained all state required information.
- Cash receipts were properly issued.
- Deposits were made within 72 hours of collection.
- Deposits were made intact.
- Amounts collected agreed to case file documentation.
- The amounts in the cash receipts records were totaled by page.
- Cash receipts were stamped paid and initialed by the receiver.

Town of Newburgh Justice Court

August 18, 2015

Page 2

Disbursements:

- All checks were pre-numbered and issued in sequence.
- Unissued checks were securely maintained.
- For Key bank, copies of issued checks are retained as evidence of the disbursement and these are kept with the corresponding casefiles. Currently, for M&T Bank, copies of cancelled checks were retained as evidence of the disbursement and were kept with the bank statements.
- All checks were appropriately signed by the Judge.
- All checks contained all state required information.
- Disbursements were properly recorded in the disbursement records.

Case Files:

- Case files for disposed cases appeared complete and agreed with amounts reported in the monthly reports and receipt book.

Report Testing:

- Justice ID was included on monthly reports.
- Reports were timely filed.
- Report headings contained all state required information.
- All pages were numbered.
- Judge's certifications were submitted.
- The cash disbursements to the Town Supervisor agreed to the monthly reports.
- All monthly report documentation was maintained together in the monthly package.
- Totals on the pages in the cash receipts records agreed to reports and disbursements.
- Monthly backup was maintained.

General:

- Monthly checklist for review of justice court records was utilized.
- Bail listing was reconciled monthly.
- Bank statements are reconciled monthly before monthly reporting.

Deficiencies Found:

- None

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

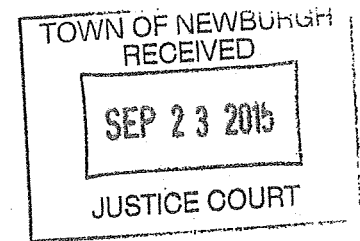
This report is intended solely for the information and use of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Vanacore, DeBenedictus, DiGovanni, & Weddell
Limited Liability Partnership



Tonia A. Crown, CPA, CITP
Partner



August 18, 2015

Town of Newburgh Justice Court
311 Route 32
Newburgh, NY 12550

Attention: Town Board

We have performed the procedures enumerated below, which were agreed to by the Town of Newburgh Justice Court, solely to assist you in connection with a determination as to whether the Justice Court accounted for and reported its transactions in accordance with New York State requirements. The Town of Newburgh Justice Court is responsible for all court records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

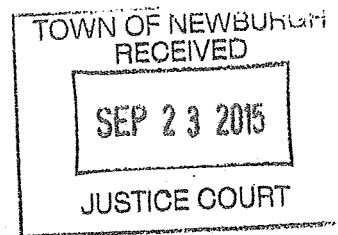
We performed the following services for the Town of Newburgh Justice Court under Richard Clarino, Town Justice for the year ended December 31, 2014:

- A review of internal controls, including interviews of court personnel and documentation of the various cycles (i.e. cash disbursements, receipts). Review of the Town Justice Court's record keeping procedures to ensure that all appropriate information is being recorded.
- Testing of specific transactions to ensure that they have been handled properly and according to existing policies and procedures.
- A review of the Town Justice Court's record keeping and reporting procedures, including bank reconciliations, court records and monthly reports to the Justice Court Fund.

Proficiencies Found:

Receipts:

- Receipts were pre-numbered, duplicated in the software system and contained all state required information.
- Cash receipts were properly issued.
- Deposits were made within 72 hours of collection.
- Deposits were made intact.
- Amounts collected agreed to case file documentation.
- The amounts in the cash receipts records were totaled by page.
- Cash receipts stated paid in full and were signed by the receiver.



Disbursements:

- All checks were pre-numbered and issued in sequence.
- Unissued checks were securely maintained.
- Copies of cancelled checks were retained as evidence of the disbursement and were kept with the bank statements.
- All checks were appropriately signed by the Judge.
- All checks contained all state required information.
- Check amounts were properly recorded in the disbursement records.

Case Files:

- Case files for disposed cases appeared complete and agreed with amounts reported in the monthly reports and receipt book.

Report Testing:

- Justice ID was included on monthly reports.
- Reports were timely filed.
- Report headings contained all state required information.
- All pages were numbered.
- Judge's certifications were submitted.
- The cash disbursements to the Town Supervisor agreed to the monthly reports.
- Monthly backup data was maintained.
- All monthly report documentation was maintained together.
- Totals cash receipts per the system records agreed to reports and disbursements.

General:

- Bank statements are reconciled monthly before monthly reporting.

Deficiencies Found:

General:

- Bail listing at year end contained a \$45 unreconciled difference.
- M&T bank accounts contained 1 outstanding checks over 12 months.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Vanacore, DeBenedictus, DiGovanni, & Weddell
Limited Liability Partnership

A handwritten signature in cursive script that reads "Tonia A. Crown, CPA, CITP".

Tonia A. Crown, CPA, CITP
Partner



NEWBURGH TOWN COURT
311 Route 32
Newburgh, New York 12550

TELEPHONE (845) 564-7161
 FACSIMILE (845) 564-7171

HON. RICHARD CLARINO
TOWN JUSTICE
 July 12, 2016

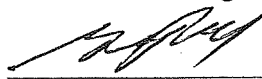
DEBRA MURPHY
COURT CLERK TO TOWN JUSTICE

Vanacore, DeBenedictus, DiGiovanni & Weddell
 Limited Liability Partnership
 11 Racquet Road
 P.O. Box 10009
 Newburgh, NY 12552

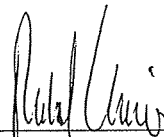
In connection with your engagement to perform, in accordance with attestation standards established by the American Institute of Certified Public Accountants, specified agreed-upon procedures with respect to certain records and transactions of the Town of Newburgh Justice Court for the period ended 12/31/15 for the purpose of assisting the Town of Newburgh in evaluating the Town of Newburgh Justice Court records, we confirm to the best of our knowledge and belief, the following representations made to you during the course of your engagement:

1. We understand that we have the responsibility for the Town of Newburgh Justice Court records and the selection of the criteria against which the Town of Newburgh Justice Court records are capable of being evaluated.
2. We understand that we have the responsibility for determining that such criteria are appropriate for our purposes.
3. There are no known matters contradicting the Town of Newburgh Justice Court records nor any communication from regulatory agencies affecting the Town of Newburgh Justice Court records.
4. We have made available to you all records and related data relevant to the subject matter and the agreed-upon procedures.
5. There has been no knowledge of fraud or suspected fraud affecting the entity involving:
 - a. Management,
 - b. Employees who have significant roles in the internal control, or
 - c. Others where fraud could have a material effect on the Town of Newburgh Justice Court records.
6. We acknowledge our responsibility for the design and implementation of programs and controls to provide reasonable assurance that fraud is prevented and detected.
7. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity, received in communications from employees, former employees, analysts, regulators, or others.
8. We have responded fully to all inquiries made to us by you during your engagement.
9. During the course of your engagement you may have accumulated records containing data which should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Town of Newburgh Justice Court



 Gil Piaquadio



 Richard Clarino



 Jude Martini

Date Signed _____

7/13/16

B. Audit Report

Vanacore, DeBenedictus, DiGovanni, & Weddell performed the following procedures in connection with a determination as to whether the Justice Court accounted for and reported its transactions in accordance with New York State requirements.

- Review of internal controls, including interviews of court personnel and documentation of the various cycles (i.e. cash disbursements, receipts). Review of the Town Justice Court's record keeping procedures to ensure that all appropriate information is being recorded.
- Testing of specific transactions to ensure that they have been handled properly and according to existing policies and procedures.
- Review of the Town Justice Court's record keeping and reporting procedures, including bank reconciliations, court records and monthly reports to the Justice Court Fund.

The report is solely for the use and information of the Town.

7. TELEPHONE CARRIER PROPOSAL

Supervisor Piaquadio compared several telephone services from various carriers and is requesting hiring Verizon Fios at a yearly cost of \$33,736.38 which includes internet. Supervisor Piaquadio will schedule a meeting with Commissioner of Parks, Recreation and Conservation Robert Petrillo to explore a potential buy-out regarding the contract the Town currently has with Earth Link which will expire November, 2016.

MOTION was made by Councilman Ruggiero to approve hiring Verizon Fios at a yearly cost of \$33,736.38. The Motion was seconded by Councilwoman Greene.

VOTE: Councilwoman Greene – yes; Councilman Ruggiero – yes; Councilman Presutti – yes; Councilman Manley – yes; Supervisor Piaquadio – absent.
Motion approved, 4 yes; 0 no; 0 abstain; 1 absent.

8. ENGINEERING:

A. MS4 Report

Town Engineer Jim Osborne requests approval to pay McGoey, Hauser & Edsall Consulting Engineers, D.P.C. \$2,100.00 for the preparation of the 2015 Annual MS4 Report. The cost remains the same as in previous years.

MOTION was made by Councilman Ruggiero to approve paying McGoey, Hauser & Edsall \$2,100.00 for the preparation of the 2015 Annual MS4 report. The Motion was seconded by Councilman Manley.

VOTE: Councilwoman Greene – yes; Councilman Ruggiero – yes; Councilman Presutti – yes; Councilman Manley – yes; Supervisor Piaquadio – absent.
Motion approved, 4 yes; 0 no; 0 abstain; 1 absent.

B. DAT WTP Soda Ash Proposal

Kevin Castro, P.E., BCEE of GHD Consulting Services Inc., presented the scope of services which will include: Existing conditions evaluation; Silo modifications and Start-up assistance. The services will be provided on a material and time basis with an estimated fee of \$85,376.00 and shall be completed within 120 days of authorization to proceed:

Evaluation	-	\$19,950.00
Construction	-	\$16,990.00 *
Programming	-	\$35,000.00
		\$12,436.00

12 ~~HA~~
~~HA~~

Town of Newburgh Town Board

Policies on the Construction of New Sidewalks

Adopted by the Town Board on _____, 2016

Section 161-35 of the Town of Newburgh Municipal Code, in reference to proposed Town roads, provides:

"Sidewalks are to be included on roads when required or approved by the Town Board. When included, sidewalks shall conveniently link dwellings to all possible generators of pedestrian traffic both within and outside of the subdivision."

It is the purpose of these policies to comprehensively address the installation of sidewalks in connection with proposed development and redevelopment on all types of roads and highways in the Town of Newburgh, including but not limited to State and County highways and private roads, as well as existing and proposed Town roads. By doing so, the Town Board seeks to have development applications processed more efficiently, to avoid unnecessary referrals and to minimize enforcement issues during the construction process.

For the purposes of these policies the term "sidewalk" is intended to mean "a smooth, paved, stable and slip-resistant, exterior pathway intended for pedestrian use along a vehicular way." "Walkways" are pedestrian facilities designed to facilitate pedestrian movement which are not adjacent to a roadway.

The Town Board adopts the following policies:

1. No approval shall be given for the private installation of a sidewalk on an existing or proposed road of the Town of Newburgh. This applies whether the road is dedicated or proposed to be dedicated to and owned by the Town or is a road by use.
2. The Town Board will only consider exceptions to this prohibition where extraordinary pedestrian safety issues present, such as where a new development is near a school, resident children will not be bused, the school district requests the sidewalk to be installed, and a walkway or other pedestrian accommodation is not feasible.
3. Sidewalks are permitted on private roads and private walkways are permitted as part of approved site plans, provided that, unless the walkway or sidewalk is entirely within the boundaries of a single parcel and outside of a right of way, it shall be subject to an acceptable, recorded maintenance agreement or declaration addressing future maintenance, snow and ice removal, repairs and replacements.
4. Sidewalks are permitted on State and County highways provided that the State or County, as the case may be, has approved the sidewalk's installation and a satisfactory private maintenance agreement or declaration is executed and recorded.

5. The reviewing Board shall require that Notes be added to plans referencing the provisions of Article IV of Chapter 160 of the Municipal Code with regard to the responsibilities of the owners of fronting and abutting properties to repair and maintain sidewalks, to remove snow and ice and to keep sidewalks free and clear of obstructions, and the liability of owners and occupants of non-residential and commercial properties and the owners of residential properties for omission, failure or neglect to do so. A copy of Article IV is attached hereto.
6. New sidewalks must be installed at the approved elevation and it must be practical for the sidewalk to be continued along the frontages of neighboring properties on the highway.
7. New sidewalks must comply with the standards contained in ADA guidelines for accessibility for buildings and facilities (ADAAG).
8. Steps on sidewalks between adjoining properties due to elevation differences shall not be allowed.
9. Proposed sidewalks shall be examined by the reviewing board's consultants to ensure they are feasible and meet the above criteria.

The Town of Newburgh Town Board expects full compliance with this policy in connection with all new development and redevelopment.

**“ARTICLE IV
SIDEWALK MAINTENANCE AND REPAIR**

§ 160-27. Legislative intent.

It is the intention of the Board to protect the health and safety of the community by requiring the owners and occupants of lands utilized for nonresidential or commercial purposes fronting or abutting on any public street, highway or roadway and the owners of lands used for residential purposes to maintain and repair sidewalks and curbing adjacent to their properties in a safe condition for the protection of pedestrians. In order to accomplish this goal, the Town Board is exercising its authority under §10(1)(ii)(a)(6) and (12) and §100(1)(ii)(d)(3) of the Municipal Home Rule Law, §130(15) of the Town Law and any other applicable provision of law now or hereinafter enacted, to supersede and/or expand upon the applicable provision of §130(4) of the Town Law, and any other applicable or successor law, in order to transfer liability for damage or injury to person or property as a result of the failure to repair and maintain sidewalks, and to remove snow, ice and obstructions or defects therefrom to the abutting owners and occupants of land.

§ 160-28. Definitions.

As used in this article, the following terms shall have the meanings indicated:

OCCUPANT – Any person who has lawfully entered upon and is in the possession of real property as a tenant, manager or person having charge of any building or lot of ground or any use thereof or who has an interest in the land which he possesses.

OWNER – Any person having legal interest in real property.

PEDESTRIAN – Any person making use of a sidewalk for foot passage.

PERSON – An individual, partnership, association, corporation, executor, administrator, trustee, guardian, receiver or other person having a legal interest in real property.

SIDEWALK – A walkway along the margin of a street or highway designed and prepared for the use of pedestrians, to the exclusion of motor vehicles.

§ 160-29. Repair, maintenance and removal of snow and ice.

The owner and occupant of a lot utilized for nonresidential or commercial purposes in any zoning district, the owner of any lot used for residential purposes and the owner of any common area of a condominium or clustered development shall maintain and repair the sidewalk adjoining his lands and shall keep such sidewalk free and clear of and from snow and ice. Such owner or occupant, and each of them, shall be liable for any injury or damage to person or property by reason of the omission, failure or neglect to repair or maintain such sidewalk in a safe condition or to remove snow or ice therefrom.

§ 160-30. Icing of sidewalk.

In case snow and ice on any sidewalk shall be frozen so hard that it cannot be removed without injury to the adjoining sidewalk, it shall be strewn and kept strewn by the owner and occupant responsible for snow and ice removal pursuant to §131-14 with sand, ashes sawdust or other suitable material so as to be no longer dangerous to life and limb. As soon as practical thereafter, the sidewalks shall be completely cleared of snow, ice and other material strewn thereon, as provided in this Article.

§ 160-31. Obstructions prohibited.

It shall be unlawful for the owner and occupant of any parcel of real property identified in §131-14 to permit any obstruction of any abutting or adjacent sidewalk, except as authorized by permit from the Superintendent of Highways, and such sidewalks shall be kept free and clear from dirt, rubbish, garbage and any vegetation, including but not limited to growth of hedges, trees or other plants, and any other obstruction. Such owner or occupant, and each of them, shall be liable for any injury or damage to person or property by reason of the omission, failure or neglect to remove obstructions and/or defects therefrom.

§ 160-32. Removal by Town authorized; costs a lien.

Upon failure of such owner or occupant to comply with the provisions of §131-14, 131-15 and/or §131-16 of this article, the Superintendent of Highways may cause such snow, ice, dirt or other materials and obstructions to be removed or covered with suitable material and shall, in such event, forthwith file a report of the cost of expenses thereof with the Town Clerk. Said cost and expense, as the same shall appear from said report, shall be a lien upon the premises abutting said sidewalk so reported to have been cleaned or covered as a foresaid until paid, as provided in §160-36.

§ 160-33. Town Board may require repairs.

The Town Board may, from time to time, by order, require the repair of sidewalks along streets, roads, highways and parkways in the Town and, with the consent of the County Superintendent of Highways or the State Commissioner of Transportation, as the case may be, abutting on a county or state highway, at the expense of the abutting owners or otherwise, upon such notice and pursuant to the authority of the requirements of §130, Subdivision 4, and §200-a of the Town Law of the State of New York.

§ 160-34. Notice of order to repair.

- A. Whenever the Town Board adopts an order directing the abutting owners of the respective lots or parcels of land in front of which it is desired that sidewalks be relaid or repaired in accordance with this article, the Town Board shall specify the place, manner and time within which the repair shall be completed, which time shall not be less than 30 days from the adoption of the Town Board's order.

- B. The Town Clerk shall publish a notice of the Town Board's orders pursuant to Subsection A of this section in the official newspaper at least twice, the first publication of which shall be at least 15 days before the time specified for the completion of the work, or the Clerk may serve a copy of the notice by certified mail within five days of adoption of order upon the owner or owners and by first class mail upon the occupant or occupants of the land in front of which it is desired that such repair shall be done.

§ 160-35. Noncompliance by owner; cost.

- A. Whenever a notice to repair or relay a sidewalk pursuant to an order of the Town Board has been served upon an owner of a lot or parcel of land in front of which it is desired that sidewalks be relaid or repaired and the owner shall not cause the repair to be made to the sidewalk as required by the notice, the Highway Superintendent is hereby authorized and directed to cause the repair to be made as required by notice.
- B. The Highway Superintendent is hereby authorized to perform such work or repair with his own forces or cause a contract to be let therefor and to pay for the work out of the funds to be appropriated by the Town Board for such purposes.

§ 160-36. Assessment of cost; notice; collection.

- A. The Town shall be reimbursed for the cost of relaying or repairing any sidewalk when made by the Highway Superintendent pursuant to this article by the owner of the respective lot or parcel of land in front of which the repair was made, by assessment upon and collection from the lot or parcel of land determined benefited by the repair; so much of the actual and complete cost upon and from each lot as shall be in just proportion to the amount of the benefit which the improvement shall confer upon the property, as determined by the Town Board, and collected in the same manner and at the same time as other special assessment and ad valorem Town charges.
- B. Whenever expenditures are made by the Town for repairing sidewalks or removing from sidewalks ice, snow or other accumulations thereon, which under this article are assessable upon the land affected or improved thereby, the Board shall serve a notice of a least 10 days upon the owner or owners of such property, stating that such expenditure has been made, its purpose and amount and that a specified time and place it will meet to make an assessment of the expenditures upon such land. The Board shall meet at the time and place in such notice specified. It shall hear and determine all objections that may be made to such assessment, including the amount thereof, and shall assess upon the land the amount which it may deem just and reasonable, not exceeding, in case of default, the amount stated in the notice. All the provisions of law relating to the enforcement and collection of unpaid taxes and assessments, not inconsistent herewith, shall apply to the collection of such unpaid cost or expense. In addition to the levy of the assessment, an action to recover the amount may be maintained by the Town against the owner or occupant liable therefor.

§ 160-37. Permit required for temporary obstructions.

Any person desirous of obtaining a permit to temporarily obstruct a sidewalk shall obtain a permit from the Superintendent of Highways upon payment of a fee to be established and amended from time to time by resolution of the Town Board. It shall be the duty of such person to barricade the area and to provide warning lights, as required by the Superintendent of Highways, from one hour before sunset to ½ hour after sunrise.

§ 160-38. Penalties for offenses.

A violation of this article is hereby declared to be a violation, and any person violating the same shall, upon conviction, be punished by a fine of not less than one hundred dollars (\$100.) nor more than two hundred fifty dollars (\$250.) for each offense. Each day or part thereof such violation continues after notification by the town shall be deemed a separate offense punishable in like manner. The town may also bring an action or proceeding to enjoin the violation and/or to recover the costs incurred by the town for cleaning up or otherwise remedying the conditions brought about by the violation of this article.”

14A

ZEN Design Consultants, Inc.

6 OLD NORTH PLANK ROAD
NEWURGH, NY 12550
(845) 629-1567 (Phone)
15-035-KAL

September 1, 2016

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

Peak Summit Subdivision
Fostertown Road
Newburgh, Orange County

Dear Gil,

The submitted plan is a proposal for the subdivision of an existing property located along Fostertown Road, a county road, in the Town of Newburgh. The land is a gentle sloping parcel. We are proposing a (3) lot subdivision of this parcel. The new lots will be serviced by individual septic systems and private wells.

The newly created lots will have road frontage on Fostertown Road, a county road. I have met with the county highway department to choose the best location for the driveway access point. They prefer us to have a single driveway onto their road. We are proposing a common driveway for the three new lots. I have attached a letter from the county regarding their review of this proposed plan.

We are requesting waiver from the Town Board for (3) lots accessing the shared driveway. I have attached a current subdivision site map, entitled 'Survey Plat', describing the currently proposed project.

If you have any questions or concerns, please feel free to contact me at (845)-629-1567.

Very truly yours,

Ken Lytle
ZEN Design Consultants, Inc.

ZEN Design Consultants, Inc.

6 OLD NORTH PLANK ROAD, SUITE 103
NEWBURGH, NEW YORK 12550
(845) 629-1567 (phone)
job# 15-035-KAL

PROJECT NARRATIVE

PROJECT:

Peak Summit Subdivision
Town Project #2016-13

PROPERTY LOCATION:

Fostertown Road

SBL:

17-1-40.2

ZONE:

R2 - Residential

ACRES:

3.58 +/- Acres

DESCRIPTION:

The submitted plan is a proposal for the subdivision of an existing property located along Fostertown Road, a county road, in the Town of Newburgh. The land is a gentle sloping parcel. We are proposing a (3) lot subdivision of this parcel. The new lots will be serviced by individual septic systems and private wells.

The newly created lots will have road frontage on Fostertown Road, a county road. I have met with the county highway department to choose the best location for the driveway access point. They prefer us to have a single driveway onto their road. We are proposing a common driveway for the three new lots. I have attached a letter from the county regarding their review of this proposed plan.



ORANGE COUNTY
DEPARTMENT OF PUBLIC WORKS

Christopher R. Viebrock, P.E.
Commissioner

P.O. Box 509, 2455-2459 Route 17M

Goshen, New York 10924-0509
www.orangecountygov.com

TEL (845) 291-2750 FAX (845) 291-2778

Steven M. Neuhaus
County Executive

August 5, 2016

Zen Design Consultants, Inc.
6 Old Plank Rd
Newburgh NY 12550
Attn: Ken Lytle

Re: Peak Summit Enterprises, Inc.- Three Lot Subdivision
County Route 86 – Fostertown Rd
Plans By: William Moreau.
Sheet Nos.: 1-4 dated: 7/30/16
Town of Newburgh, SBL: 17-1-40.2

Dear Mr. Lytle:

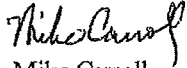
Orange County Department of Public Works: Highway Engineering can conceptually accept the location of the driveway entrances for the proposed common driveway.

We require a full set of site design plans, prepared in conformance with the Policy and Standards of the Orange County Department of Public Works, must be submitted to this department for review and approval under Section 239-f of the General Municipal Law and Section 136 of the Highway Law.

At the time a subdivision is submitted for review, we review all lots for conformance with the current Orange County Department of Public Works Policy and Standards.

If you have any questions, please contact this office at your earliest convenience.

Very Truly Yours,


Mike Carroll
Senior Engineer

Cc: John Ewas, Planning Board Chairman, Town of Newburgh Planning Board Via Email
Planningboard@townofnewburgh.org

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 1st day of May, 2013 at 7:00 P.M., Prevailing Time.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

RESOLUTION PROVIDING FOR TEMPORARY DEFERMENT OF PAYMENT OF RECREATION FEES IN LIEU OF PARKLAND

Councilwoman Greene presented the following resolution which was seconded by Councilman Piaquadio.

WHEREAS, the Town Board recognizes that the continuing state of the economy and credit markets have in certain instances made it extraordinarily difficult for applicants for subdivision and site plan approval to secure financing and meet the Town of Newburgh's requirement for payment of the recreation fees in lieu of parkland prior to the signing of subdivision plats and site plans by the Planning Board Chairman; and

WHEREAS, the Town Board wishes to temporarily afford an accommodation to applicants during this period; and

WHEREAS, following review and discussion the Town Board has determined that it may temporarily provide for the postponement of the payment of a portion of the recreation fees in lieu of parkland dedication without compromising the best interests of the Town of Newburgh.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh in its capacity as governing body of the Town, does hereby determine that for a period of eighteen (18) months commencing on May 1, 2013, provided the conditions listed in this resolution are met by an applicant, the following schedule shall apply in connection with site plan and subdivision applications:

1. The payment of sixty percent (60%) of the Recreation Fees in Lieu of Parkland shall be deferred from before the signing of the final site plan or subdivision plat by the Chairman of the Planning Board to a point in time prior to the issuance of each building permit for a building or unit in the site plan, subdivision or phase thereof. Accordingly, forty (40%) of the total Recreation Fee in Lieu of Parkland shall be paid prior to the Chairman of the Planning Board signing the final site plan, subdivision or phase thereof and 60% of the Recreation Fee in Lieu of Parkland for each residential building (or unit) in the subdivision or site plan, (as the case may be,) shall be paid prior to the issuance of the building permit for that building or unit.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

ANDREW J. ZARUTSKIE
Town Clerk

845-564-4554
Fax: 845-564-8589
e-mail: town-clerk@hvc.rr.com

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

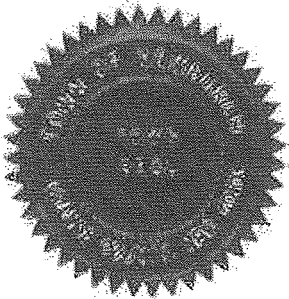
I, the undersigned Clerk of the Town of Newburgh, Orange County, New York DO HEREBY CERTIFY:

That I have compared the foregoing resolution of the Town Board of the Town Newburgh entitled "RESOLUTION PROVIDING FOR TEMPORARY DEFERMENT OF PAYMENT OF RECREATION FEES IN LIEU OF PARKLAND" with the original thereof on file in my office, said resolution having been adopted by vote of the Town Board on Wednesday, May 1, 2013. The same is a true and correct copy of said original and of the whole or said original so far as the same relates to the subject matters therein referred to.

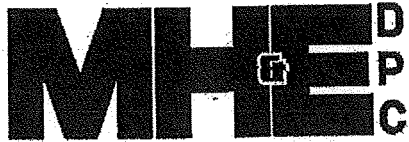
I FURTHER CERTIFY that all members of said Board had due notice of said meeting and that, pursuant to the Public Officers Law (Open Meetings Law), said meeting was a regularly scheduled one, open to the general public, and that I duly caused public notice of the time and place of all such regularly scheduled meetings to be given to the newspapers and other news media by mailing all local media said notice shortly after the beginning of the calendar year and posting said notice on the Town Clerk's bulletin board throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town today, this twentieth day of May in the year two thousand and thirteen.

ANDREW J. ZARUTSKIE
Town Clerk
Town of Newburgh



16A



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

MARK J. EDSALL, P.E., P.P. (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

Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

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

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

1 September 2016

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: JAMES OSBORNE, TOWN ENGINEER

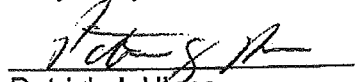
**SUBJECT: MEADOW HILL EXPANSION (FORMERLY GOLDEN VISTA) (16-07)
REVISED STORMWATER MANAGEMENT SECURITY COST
ESTIMATE**

Dear Jim:

This office has received a revised cost estimate dated 10 August 2016 with regard to increased costs for stormwater management on the subject project. A revised cost estimate in the amount of \$652,600.94 has been prepared by JCM Engineering, the Applicant's representative. Based on a review of the revised cost estimate this office takes no exception to the Town Board accepting the increase in the stormwater management securities by \$184,766.84.

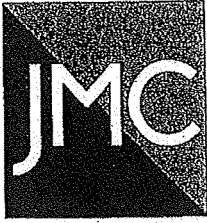
Please feel free to contact the undersigned should you require any additional information regarding this matter.

Very Truly Yours,


Patrick J. Hines
Principal

cc: Gilbert Piaquadio, Town Supervisor
Mark Taylor, Town Attorney
John Ewasutyn, Planning Board Chairman

PJH/kbw
i:\town of newburgh pb\2016 correspondence\9-1-16 osborne--meadow hill exp(golden vista) (16-07)stormwater mgmnt cost est..doc



Project: Meadow Hill Expansion
 Location: Town of Newburgh, NY
 Type of Estimate: Stormwater Cost Estimate

Site Planning
 Civil Engineering
 Landscape Architecture
 Land Surveying
 Transportation Engineering

Environmental Studies
 Entitlements
 Construction Services
 3D Visualization
 Laser Scanning

Job No.: 16015
 Date: 8/11/2016
 Revised Date:
 Cmp'd: MT
 Chk'd:

Drawing Reference:
 Dwg. SP-6 "Utilities Plan", Rev. 2, dated 08/10/2016

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
1.00	STORMWATER					
1.01	CATCH BASIN	25	EA	\$3,600.00	\$90,000.00	
1.02	STORMWATER MANHOLE	15	EA	\$4,000.00	\$60,000.00	
1.03	OUTLET CONTROL STRUCTURE	1	EA	\$10,000.00	\$10,000.00	
1.04	STORMWATER UNDERDRAIN (6")	480	LF	\$28.00	\$13,440.00	
1.05	STORMWATER PIPE (HDPE-12")	1,454	LF	\$55.00	\$79,970.00	
1.06	STORMWATER PIPE (HDPE-16")	1,603	LF	\$68.00	\$109,004.00	
1.07	STORMWATER PIPE (HDPE-18")	267	LF	\$70.00	\$18,690.00	
1.08	STORMWATER PIPE (HDPE-24")	545	LF	\$75.00	\$40,875.00	
1.09	CONCRETE HEADWALL	9	EA	\$3,000.00	\$27,000.00	
1.10	RIP RAP DRAINAGE CHANNEL	767	CY	\$52.00	\$39,884.00	
						\$488,863.00
2.00	STORMWATER MANAGEMENT					
2.01	BIORETENTION	ALLOW		\$30,000.00	\$30,000.00	
2.02	STORMWATER EXTENDED DETENTION BASIN	ALLOW		\$40,000.00	\$40,000.00	
						\$70,000.00
3.00	EROSION CONTROL					
3.01	SEDIMENT & EROSION CONTROL MEASURES	ALLOW		\$40,000.00	\$40,000.00	
3.02	DISTURBANCE	5	ACRE	\$3,500.00	\$17,500.00	
						\$57,500.00
4.00	STORMWATER MANAGEMENT AREA & RESTORATION /STABILIZATION PLANTINGS					
4.01	ACER RUBRUM 'OCTOBER GLORY' / RED MAPLE (3"-3 1/2" CAL.)	11	EA	\$375.00	\$4,125.00	
4.02	AMELANCHIER CANADENSIS / SHADBLOW SERVICEBERRY (7'-8' HT.)	18	EA	\$300.00	\$5,400.00	
4.03	QUERCUS PALUSTRIS / PIN OAK (3"-3 1/2" CAL.)	9	EA	\$375.00	\$3,375.00	
4.04	MYRICA PENNSYLVANICA / NORTHERN BAYBERRY (3'-4' HT.)	64	EA	\$75.00	\$4,800.00	
4.05	RHODODENDRON VISCOSUM / SWAMP AZALEA (2'-3' HT.)	101	EA	\$50.00	\$5,050.00	
4.06	VIBURNUM DENTATUM 'ARROWWOOD' / ARROWWOOD VIBURNUM (4'-5' HT.)	59	EA	\$50.00	\$2,950.00	
	DEER RESISTENT SHORT PRARIE MIX FOR MEDIUM SOILS / RESTORATION MIX (SEED)	144,888	SF	\$0.03	\$4,346.58	
4.07	NEW ENGLAND EROSION CONTROL MIX / RESTORATION MIX (SEED)	11,231	SF	\$0.03	\$336.93	
4.08	FORB MIX / NORTHEAST WETLAND GRASS (SEED)	9,681	SF	\$0.03	\$280.43	
4.09	NORTHEAST WETLAND HUMMOCK MIX / RESTORATION MIX (SEED)	2,570	SF	\$0.03	\$77.10	
4.10	NYSDEC STORMWATER BASIN MIX #1 / LOWEST ZONE (SEED)	7,141	SF	\$0.03	\$214.23	
4.11	NYSDEC STORMWATER BASIN MIX #3 / HIGHEST ZONE (SEED)	9,089	SF	\$0.03	\$272.67	
						\$31,237.94
5.00	AS-BUILT SURVEY					
5.01	SURVEY	ALLOW		\$5,000.00	\$5,000.00	
						\$5,000.00
						TOTAL \$652,600.94

16 B



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

MARK J. EDSALL, P.E., P.P. (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

Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

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

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

1 September 2016

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: JAMES OSBORNE, TOWN ENGINEER

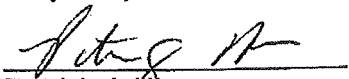
**SUBJECT: MEADOW HILL EXPANSION (FORMERLY GOLDEN VISTA) (16-07)
REVISED LANDSCAPE MANAGEMENT SECURITY COST ESTIMATE**

Dear Jim:

This office has received a revised landscape cost estimate dated 10 August 2016 for the subject project. The detailed cost estimate has been prepared by the project landscape architects, JCM Engineering and Landscape Architecture and Land Surveying. Based on a review of the plans and the revised cost estimate in the amount of \$288,958.13, this office takes no exception to the Town Board accepting landscape securities in that amount. This revised cost estimate amount identifies an increase of \$82,412.67.

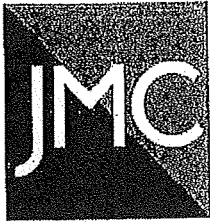
Please feel free to contact the undersigned should you require any additional information regarding this matter.

Very Truly Yours,


Patrick J. Hines
Principal

cc: Gilbert Piaquadio, Town Supervisor
Mark Taylor, Town Attorney
John Ewasutyn, Planning Board Chairman

PJH/kbw
I:\town of newburgh pb\2016 correspondence\9-1-16 osborne-meadow hill exp(golden vista) (16-07)landscape mgrmnt cost est.doc



Site Planning
 Civil Engineering
 Landscape Architecture
 Land Surveying
 Transportation Engineering

Environmental Studies
 Entitlements
 Construction Services
 3D Visualization
 Laser Scanning

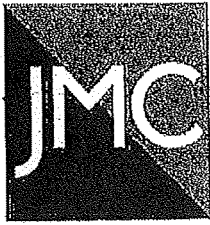
Location: Meadow Hill Expansion, Newburgh, NY
 Type of Estimate: Landscape Cost Estimate (Performance Bond)
 Drawing Reference:
 SP-8 "Landscaping Plan," Rev. No. 2, dated 08/10/2016

Job No.: 16015
 Date: 8/19/2016
 Revised Date:
 Cmp'd: MT
 Chk'd:

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
1.00	PLANTINGS					
1.01	ACER RUBRUM 'OCTOBER GLORY' / RED MAPLE (3"-3 1/2" CAL.)	11	EA	\$375.00	\$4,125.00	
1.02	ACER RUBRUM 'RED SUNSET' / RED MAPLE (3"-3 1/2" CAL.)	18	EA	\$375.00	\$6,750.00	
1.03	ACER SACCHARUM 'GREEN MOUNTAIN' / SUGAR MAPLE	10	EA	\$375.00	\$3,750.00	
1.04	AMELANCHIER CANADENSIS / SHADBLOW SERVICEBERRY (7'-8' HT.)	20	EA	\$250.00	\$5,000.00	
1.05	BETULA NIGRA 'HERITAGE' MULTI STEM / HERITAGE RIVER BIRCH (7'-8' HT.)	28	EA	\$275.00	\$7,700.00	
1.06	CARYA OVATA / SHAGBARK HICKORY (3"-3 1/2" CAL.)	1	EA	\$375.00	\$375.00	
1.07	CERCIS CANADENSIS / EASTERN REDBUD (8'-7' HT.)	6	EA	\$150.00	\$900.00	
1.08	CORNUS KOUSA / KOUSA DOGWOOD (7'-8' HT.)	34	EA	\$150.00	\$5,100.00	
1.09	ILEX OPACA / AMERICAN HOLLY (6'-7' HT.)	8	EA	\$300.00	\$2,400.00	
1.10	NYSSA SYLVATICA / BLACK TUPELO (3"-3 1/2" CAL.)	5	EA	\$300.00	\$1,500.00	
1.11	PICEA ABIES / NORWAY SPRUCE (10'-12' HT.)	44	EA	\$350.00	\$15,400.00	
1.12	PICEA GLAUCA / WHITE SPRUCE (10'-12' HT.)	37	EA	\$350.00	\$12,950.00	
1.13	PICEA OMORIKA / SERBIAN SPRUCE (10'-12' HT.)	1	EA	\$350.00	\$350.00	
1.14	PICEA PUNGENS / COLORADO SPRUCE (8'-10' HT.)	41	EA	\$300.00	\$12,300.00	
1.15	PINUS STROBUS / WHITE PINE (8'-10' HT.)	22	EA	\$300.00	\$6,600.00	
1.16	PRUNUS SERRULATA 'KWANZAN' / KWANZAN CHERRY (3"-3 1/2" CAL.)	4	EA	\$275.00	\$1,100.00	
1.17	QUERCUS PALUSTRIS / PIN OAK (3"-3 1/2" CAL.)	35	EA	\$375.00	\$13,125.00	
1.18	QUERCUS RUBRA / RED OAK (3"-3 1/2" CAL.)	11	EA	\$375.00	\$4,125.00	
1.19	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT.)	12	EA	\$40.00	\$480.00	
1.20	CORNUS SERICEA / REDOSIER DOGWOOD (4'-5' HT.)	77	EA	\$46.00	\$3,485.00	
1.21	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	28	EA	\$18.00	\$504.00	
1.22	MYRICA PENNSYLVANICA / NORTHERN BAYBERRY (3'-4' HT.)	84	EA	\$75.00	\$4,800.00	
1.23	RHODODENDRON VISCOSUM / SWAMP AZALEA (3'-4' HT.)	101	EA	\$75.00	\$7,575.00	
1.24	ROSA X 'MARY ROSE' / MARY ROSE (PINK) (12" HT.)	14	EA	\$18.00	\$252.00	
1.25	VIBURNUM DENTATUM 'ARROWWOOD' / ARROWWOOD VIBURNUM (4'-5' HT.)	117	EA	\$50.00	\$5,850.00	
1.26	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	104	EA	\$50.00	\$5,200.00	
1.27	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	298	EA	\$20.00	\$5,960.00	
1.28	SEDUM X 'AUTUMN JOY' / AUTUMN JOY SEDUM (24" HT.)	128	EA	\$15.00	\$1,920.00	
1.29	HEMEROCALLIS X 'ARUMN MINARET' / AUTUMN YELLOW DAYLILY (1 GAL.)	100	EA	\$18.00	\$1,800.00	
1.30	NEW ENGLAND EROSION CONTROL MIX / RESTORATION MIX (SEED)	17,255	SF	\$0.03	\$517.65	
1.31	SEASONAL PLANTS (ANNUALS) (1 GAL.)	38	EA	\$8.00	\$304.00	
						\$142,452.65
4.00	BUILDING 1 PLANTINGS (18 UNITS)					
4.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
4.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT.)	30	EA	\$40.00	\$1,200.00	
4.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT.)	37	EA	\$40.00	\$1,480.00	
4.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	6	EA	\$18.00	\$108.00	
4.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT.)	28	EA	\$40.00	\$1,040.00	
4.06	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
4.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	8	EA	\$50.00	\$400.00	
4.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
4.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL.)	112	EA	\$15.00	\$1,680.00	
4.10	SALVIA NEMOROSA 'BLUE HILL'/WOODLAND SAGE (2 GAL.)	38	EA	\$15.00	\$565.00	
4.11	SEDUM X 'AUTUMN JOY' / AUTUMN JOY SEDUM (24" HT.)	72	EA	\$15.00	\$1,080.00	
4.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	22	EA	\$40.00	\$880.00	
						\$11,223.00
5.00	BUILDING 2 PLANTINGS (18 UNITS)					
5.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
5.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT.)	30	EA	\$40.00	\$1,200.00	
5.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT.)	37	EA	\$40.00	\$1,480.00	
5.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	6	EA	\$18.00	\$108.00	

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM



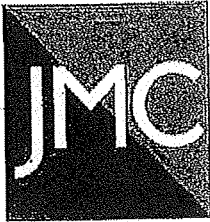
Site Planning
 Civil Engineering
 Landscape Architecture
 Land Surveying
 Transportation Engineering

Environmental Studies
 Entitlements
 Construction Services
 3D Visualization
 Laser Scanning

Location: Meadow Hill Expansion, Newburgh, NY
 Type of Estimate: Landscape Cost Estimate (Performance Bond)
 Drawing Reference:
 SP-8 "Landscaping Plan," Rev. No. 2, dated 08/10/2016

Job No.: 16015
 Date: 8/19/2016
 Revised Date:
 Cmp'd: MT
 Chk'd:

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
5.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	26	EA	\$40.00	\$1,040.00	
5.06	VIBURNUM Plicatum tomentosum 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
5.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	8	EA	\$50.00	\$400.00	
5.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
5.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	112	EA	\$15.00	\$1,680.00	
5.10	SALVIA NEMOROSA 'BLUE HIL'/WOODLAND SAGE (2 GAL)	39	EA	\$15.00	\$585.00	
5.11	SEDUM X 'AUTUMN JOY' / AUTUMN JOY SEDUM (24" HT.)	72	EA	\$15.00	\$1,080.00	
5.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	22	EA	\$40.00	\$880.00	
						\$11,223.00
6.00	BUILDING 3 PLANTINGS (18 UNITS)					
6.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
6.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	30	EA	\$40.00	\$1,200.00	
6.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	37	EA	\$40.00	\$1,480.00	
6.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	6	EA	\$18.00	\$108.00	
6.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	26	EA	\$40.00	\$1,040.00	
6.06	VIBURNUM Plicatum tomentosum 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
6.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	8	EA	\$50.00	\$400.00	
6.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
6.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	112	EA	\$15.00	\$1,680.00	
6.10	SALVIA NEMOROSA 'BLUE HIL'/WOODLAND SAGE (2 GAL)	39	EA	\$15.00	\$585.00	
6.11	SEDUM X 'AUTUMN JOY' / AUTUMN JOY SEDUM (24" HT.)	72	EA	\$15.00	\$1,080.00	
6.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	22	EA	\$40.00	\$880.00	
						\$11,223.00
7.00	BUILDING 4 PLANTINGS (18 UNITS)					
7.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
7.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	30	EA	\$40.00	\$1,200.00	
7.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	37	EA	\$40.00	\$1,480.00	
7.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	6	EA	\$18.00	\$108.00	
7.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	26	EA	\$40.00	\$1,040.00	
7.06	VIBURNUM Plicatum tomentosum 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
7.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	8	EA	\$50.00	\$400.00	
7.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
7.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	112	EA	\$15.00	\$1,680.00	
7.10	SALVIA NEMOROSA 'BLUE HIL'/WOODLAND SAGE (2 GAL)	39	EA	\$15.00	\$585.00	
7.11	SEDUM X 'AUTUMN JOY' / AUTUMN JOY SEDUM (24" HT.)	72	EA	\$15.00	\$1,080.00	
7.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	22	EA	\$40.00	\$880.00	
						\$11,223.00
8.00	BUILDING 5 PLANTINGS (18 UNITS)					
8.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
8.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	30	EA	\$40.00	\$1,200.00	
8.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	37	EA	\$40.00	\$1,480.00	
8.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	6	EA	\$18.00	\$108.00	
8.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	26	EA	\$40.00	\$1,040.00	
8.06	VIBURNUM Plicatum tomentosum 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
8.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	8	EA	\$50.00	\$400.00	
8.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
8.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	112	EA	\$15.00	\$1,680.00	
8.10	SALVIA NEMOROSA 'BLUE HIL'/WOODLAND SAGE (2 GAL)	39	EA	\$15.00	\$585.00	
8.11	SEDUM X 'AUTUMN JOY' / AUTUMN JOY SEDUM (24" HT.)	72	EA	\$15.00	\$1,080.00	
8.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	22	EA	\$40.00	\$880.00	
						\$11,223.00
9.00	BUILDING 6 PLANTINGS (18 UNITS)					



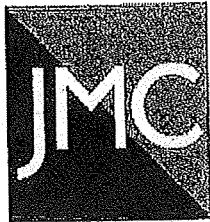
Site Planning
 Civil Engineering
 Landscape Architecture
 Land Surveying
 Transportation Engineering

Environmental Studies
 Entitlements
 Construction Services
 3D Visualization
 Laser Scanning

Location: Meadow Hill Expansion, Newburgh, NY
 Type of Estimate: Landscape Cost Estimate (Performance Bond)
 Drawing Reference:
 SP-8 "Landscaping Plan," Rev. No. 2, dated 08/10/2016

Job No.: 16015
 Date: 8/19/2016
 Revised Date:
 Cmp'd: MT
 Chk'd:

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
9.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
9.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	30	EA	\$40.00	\$1,200.00	
9.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	37	EA	\$40.00	\$1,480.00	
9.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	6	EA	\$18.00	\$108.00	
9.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	28	EA	\$40.00	\$1,040.00	
9.06	VIBURNUM Plicatum tomentosum 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
9.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	8	EA	\$50.00	\$400.00	
9.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
9.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	112	EA	\$15.00	\$1,680.00	
9.10	SALVIA NEMOROSA 'BLUE HILIWOODLAND SAGE (2 GAL)	39	EA	\$15.00	\$585.00	
9.11	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	72	EA	\$15.00	\$1,080.00	
9.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	22	EA	\$40.00	\$880.00	\$11,223.00
10.00	BUILDING 7 PLANTINGS (10 UNITS)					
10.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	2	EA	\$375.00	\$750.00	
10.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	8	EA	\$40.00	\$320.00	
10.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	24	EA	\$40.00	\$960.00	
10.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	3	EA	\$18.00	\$54.00	
10.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	28	EA	\$40.00	\$1,040.00	
10.06	VIBURNUM Plicatum tomentosum 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
10.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	7	EA	\$50.00	\$350.00	
10.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$18.00	\$670.00	
10.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	78	EA	\$15.00	\$1,140.00	
10.10	SALVIA NEMOROSA 'BLUE HILIWOODLAND SAGE (2 GAL)	21	EA	\$15.00	\$315.00	
10.11	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	16	EA	\$15.00	\$240.00	
10.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	48	EA	\$40.00	\$1,920.00	\$8,359.00
11.00	BUILDING 8 PLANTINGS (21 UNITS)					
11.01	BUXUS SEMPERVIRENS/ENGLISH BOXWOOD (15"-18" HT)	22	EA	\$40.00	\$880.00	
11.02	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	40	EA	\$18.00	\$720.00	
11.03	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	28	EA	\$40.00	\$1,120.00	
11.04	VIBURNUM Plicatum tomentosum 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
11.05	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	6	EA	\$50.00	\$300.00	
11.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$16.00	\$570.00	
11.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	92	EA	\$15.00	\$1,380.00	
11.08	SALVIA NEMOROSA 'BLUE HILIWOODLAND SAGE (2 GAL)	32	EA	\$18.00	\$580.00	
11.09	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	71	EA	\$40.00	\$2,840.00	\$8,990.00
12.00	BUILDING 9 PLANTINGS (18 UNITS)					
12.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
12.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	30	EA	\$40.00	\$1,200.00	
12.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	37	EA	\$40.00	\$1,480.00	
12.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	6	EA	\$18.00	\$108.00	
12.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	28	EA	\$40.00	\$1,040.00	
12.06	VIBURNUM Plicatum tomentosum 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
12.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	8	EA	\$50.00	\$400.00	
12.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
12.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	112	EA	\$15.00	\$1,680.00	
12.10	SALVIA NEMOROSA 'BLUE HILIWOODLAND SAGE (2 GAL)	39	EA	\$15.00	\$585.00	
12.11	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	72	EA	\$15.00	\$1,080.00	
12.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	22	EA	\$40.00	\$880.00	\$11,223.00



Site Planning
 Civil Engineering
 Landscape Architecture
 Land Surveying
 Transportation Engineering

Environmental Studies
 Entitlements
 Construction Services
 3D Visualization
 Laser Scanning

Location: Meadow Hill Expansion, Newburgh, NY
 Type of Estimate: Landscape Cost Estimate (Performance Bond)
 Drawing Reference:
 SP-8 "Landscaping Plan," Rev. No. 2, dated 08/10/2016

Job No.: 16015
 Date: 8/19/2016
 Revised Date:
 Cmp'd: MT
 Chk'd:

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
13.00	BUILDING 10 PLANTINGS (18 UNITS)					
13.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
13.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	30	EA	\$40.00	\$1,200.00	
13.03	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	37	EA	\$40.00	\$1,480.00	
13.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	6	EA	\$18.00	\$108.00	
13.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	26	EA	\$40.00	\$1,040.00	
13.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	14	EA	\$50.00	\$700.00	
13.06	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-8' HT.)	8	EA	\$50.00	\$400.00	
13.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	38	EA	\$15.00	\$570.00	
13.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	112	EA	\$15.00	\$1,680.00	
13.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	39	EA	\$15.00	\$585.00	
13.10	SALVIA NEMOROSA 'BLUE HILI'/WOODLAND SAGE (2 GAL)	72	EA	\$15.00	\$1,080.00	
13.11	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	22	EA	\$40.00	\$880.00	
13.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)					\$11,223.00
14.00	BUILDING 7 PLANTINGS (10 UNITS)					
14.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	2	EA	\$375.00	\$750.00	
14.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	8	EA	\$40.00	\$320.00	
14.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	24	EA	\$40.00	\$960.00	
14.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	3	EA	\$18.00	\$54.00	
14.04	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	26	EA	\$40.00	\$1,040.00	
14.05	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	14	EA	\$50.00	\$700.00	
14.06	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	7	EA	\$50.00	\$350.00	
14.07	VIBURNUM RHYTIDOPHYLLUM / LEATHERLEAF VIBURNUM	38	EA	\$15.00	\$570.00	
14.08	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	78	EA	\$15.00	\$1,140.00	
14.09	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	21	EA	\$15.00	\$315.00	
14.10	SALVIA NEMOROSA 'BLUE HILI'/WOODLAND SAGE (2 GAL)	16	EA	\$15.00	\$240.00	
14.11	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	48	EA	\$40.00	\$1,920.00	
14.12	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)					\$6,359.00
15.00	MISCELLANEOUS	90,601	SF	\$0.02	\$1,812.02	
15.01	LAWN (SEED)					\$1,812.02
						GRAND TOTAL
						\$288,958.13

NOTES:

16c

Section: 60
Block: 1
Lots: 9.1 & 9.2

TOWN OF NEWBURGH

Amended and Restated

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this ____ day of September, 2016, by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and DRA Meadow Hill, LLC, having an address at 47 River Road, Summit, New Jersey 07901 (the "Facility Owner").

Whereas, the Municipality and the Facility Owner entered into an agreement dated September 24, 2015, and recorded in the Office of the Orange County Clerk on November 19, 2015 in Liber 13974 at Page 357, regarding a parcel on real property designated on the Town on Newburgh Tax Map as Section 60, Block 1, Lot 9.1 ("2015 Agreement"); and

Whereas, the Facility Owner has expanded the Facility to include a parcel on real property designated on the Town on Newburgh Tax Map as Section 60, Block 1, Lot 9.2; and

Whereas, the Facility Owner is the owner of the real property designated on the Town on Newburgh Tax Map as Section 60, Block 1, Lot 9.1 and 9.2, which are being combined to form a single parcel consisting of approximately 20.82 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owner want to amend and restate the 2015 Agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

Whereas, the Municipality and the Facility Owner desire that the stormwater control measures be built, in accordance with the approved project plans as amended and approved by the Town of Newburgh Planning Board on September 1, 2016, and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

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

1. The 2015 Agreement is hereby amended and restated as follows:
2. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.

3. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as Meadow Hill Road Expansion f/k/a Golden Vista on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.

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

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

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

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

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

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

10. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation,

continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.

11. This agreement is effective September 1, 2016

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

TOWN OF NEWBURGH

DRA MEADOW HILL, LLC

By: _____
Gilbert J. Piaquadio, Supervisor

By: _____
Nicholas W. Minoia, Managing Member

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

On the ____ day of September, in the year 2016, before me, the undersigned, personally appeared Nicholas W. Minoia, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New Jersey

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

On the ____ day of September, in the year 2016, before me, the undersigned, personally appeared Gilbert J. Piaquadio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

SCHEDULE "A"

1607 Route 300, Suite 101
Newburgh, NY 12550
T: 845.564.4495
F: 845.564.0278
www.maserconsulting.com

SUGGESTED LEGAL DESCRIPTION
COMBINED DESCRIPTION OF
TAX ID# 60-1-9.1 & TAX ID# 60-1-9.2
TOWN OF NEWBURGH
ORANGE COUNTY, STATE OF NEW YORK

PROJECT NO. 15000563A
August 25, 2016

All that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and the State of New York, known as Section 60, Block 1, Lots 9.1 as represented on a map entitled "Boundary Survey for DRA Meadow Hill, LLC Section 60 Block 1 Lot 9.1" dated May 7, 2015 and prepared by Maser Consulting, P.A. and all that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and State of New York, known as Section 60, Block 1, Lot 9.2 as represented on a map entitled "Boundary Survey & Topographic Survey for DRA Meadow Hill, LLC, 86 Meadow Hill Rd. Section 60 Block 1 Lot 9.2" dated March 10, 2016 and prepared by Maser Consulting, P.A.;

Beginning at a point in the northern road boundary of Meadow Hill Road marked by a stonewall located at the division line between lands now or formerly of Jennifer N. Selby (B. 13849, P. 1052) to the west and lands now or formerly of DRA Meadow Hill, LLC (B. 13900, P. 13) to the east; thence along said division line and continuing along the lands of City of Newburgh School District (B. 1682, P. 557), Mountain Ridge Development, LLC (B. 5663, P. 230), James & Kim Leggett (B. 12806, P. 816), Georgia Pryce (B. 13848, P. 1737), David K. Kenan (B. 5976, P. 193) and Renford Brissett (B. 6005, P. 32) marked by a stonewall the following five (5) courses and distances:

1. N 31°26'36" E, a distance of 84.51 feet to a point;
2. N 37°45'48" E, a distance of 215.49 feet to a point;
3. N 37°45'49" E, a distance of 188.61 feet to a point;
4. N 35°58'02" E, a distance of 266.73 feet to a point;
5. N 37°24'23" E, a distance of 687.10 feet to an iron bar and cap

located in the division line between lands of DRA Meadow Hill, LLC to the south and the Highland Village At Meadow Winds Condo Site to the north; thence along said division line marked by a stonewall the following four (4) courses and distances:

1. S 46°42'13" E, a distance of 169.72 feet to a point;
2. S 48°26'05" E, a distance of 202.97 feet to a point;
3. S 44°21'49" E, a distance of 205.48 feet to a point;
4. S 46°55'02" E, a distance of 104.06 feet to a point

located in the division line between lands of DRA Meadow Hill, LLC to the west and lands now or formerly of Bartels & Shultz (B. 13600, P. 1183) to the east; thence along said division line and continuing along lands of James L. & Carol L. Loupe (B. 1846, P. 749), Kevin Taylor (B. 11910, P. 1303), Santos & Dale Figueroa (B. 2085, P. 588), Pineda & Gonzalez (B. 12151, P. 426) and Vincent J. Femenella (B. 2397, P. 43) marked by a stonewall the following seven (7) courses and distances:

1. S 35°23'38" W, a distance of 95.64 feet to a point;
2. S 38°56'43" W, a distance of 327.30 feet to a point;



3. S 37°23'30" W, a distance of 101.02 feet to a point;
4. S 37°32'25" W, a distance of 126.91 feet to a point;
5. S 39°04'54" W, a distance of 89.28 feet to a point;
6. S 36°23'59" W, a distance of 156.92 feet to a point;
7. S 38°37'01" W, a distance of 134.40 feet to a point;

located in the division line between lands of DRA Meadow Hill, LLC to the northwest, other lands of DRA Meadow Hill, LLC (B. 13980, P. 478) to the southwest, and Vincent J. Femenella (B. 2397, P. 43) to the east; thence along the division line between DRA Meadow Hill, LLC and Vincent J. Femenella and continuing along lands now or formerly of Robert & Mary Hennessy (B. 4235, P. 35) marked by a stonewall the following three (3) courses and distances:

1. S 36°00'56" W, a distance of 25.86 feet to a point
2. S 38°29'08" W, a distance of 111.07 feet to a point;
3. S 41°25'14" W, a distance of 88.95 feet to a point;

Thence along another stonewall N 65°28'13" W, a distance of 100.89 feet to a point; thence N 62°17'21" W a distance of 142.47 feet to a point in a stonewall located in the northern road boundary of Meadow Hill Road; thence along the northern line of lands to be dedicated to the Town of Newburgh the following two (2) courses and distances:

1. N 46°58'15" W, a distance of 16.98 feet to a point;
2. N 61°55'32" W, a distance of 86.06 feet to a point

located in the division line between lands of DRA Meadow Hill, LLC (B.13900, P.13) to the west and other lands of DRA Meadow Hill, LLC (B. 13980, P. 478) to the east, at the northern road boundary of Meadow Hill Road; thence continuing along the northern road boundary of Meadow Hill Road the following four (4) courses and distances:

1. N 61°55'32" W, a distance of 141.90 feet to a point;
2. N 62°39'06" W, a distance of 35.85 feet to a point;
3. N 60°38'44" W, a distance of 31.56 feet to a point;
4. N 64°04'45" W, a distance of 104.03 feet

to the Point of Beginning; containing 20.81± Acres, and/or 906,652± square feet.

Subject to any other enforceable easements, restrictions or covenants of record that may exist.

16 D

Bargain and Sale Deed
With Covenants Against Grantors Acts

Section: 60
Block: 1
Lots: 9.1 &
9.2

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

THIS INDENTURE, made the ____ day of August, 2016

BETWEEN **DRA Meadow Hill, LLC**, a New York Limited Liability Company, with offices at 47 River Road, Suite 200, Summit, New Jersey 07901, Grantor,

and

 DRA Meadow Hill, LLC, a New York Limited Liability Company, with offices at 47 River Road, Suite 200, Summit, New Jersey 07901, Grantee,

WITNESSETH, that the Grantor, in consideration of Ten and No/100 (\$10.00) Dollars lawful money of the United States, and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

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

See Schedule "A" attached.

Property: **86 Meadow Hill Road and Meadow Hill Road, Town of Newburgh**
SBL: **60-1-9.1 and 60-1-9.2 intended to be merged into one lot**

The combined lots are described in Schedule "B" attached.

BEING the same premises conveyed by Meadow Hill Holdings, LLC to DRA Meadow Hill, LLC by Deed dated May 11, 2015 and recorded in the Office of the Orange County Clerk on May 29, 2015 in Liber 13900 at page 13.

BEING the same premises conveyed by Thomas M. Pirger to DRA Meadow Hill, LLC by Deed dated December 1, 2015 and recorded in the Office of the Orange County Clerk on December 7, 2015 in Liber 13980 at page 478.

TOGETHER with all right, title and interest, if any, of the Grantor 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 Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee the heirs or successors and assigns of the Grantee forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby and said premises have been encumbered in any way whatever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor 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 "grantor" shall be construed as if it read "grantors" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

DRA Meadow Hill, LLC

By:

Nicholas W. Minoia
Managing Member

State of New York)
)
County of) ss.:

On August ____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **Nicholas W. Minoia**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of Texas

Record & Return to:
John C. Cappello, Esq.
Jacobowitz & Gubits, LLP
158 Orange Avenue
Walden, NY 12586

SCHEDULE "A"

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

BEGINNING at a point in a stone wall in the northerly line of Meadow Hill Road; said point being located; S 64-04-45 W 104.03' and S 60-38-44 E 209.52' from a wall corner marking the southerly line of lands of Klein; thence from said point of beginning and through Lands of Pirger marked in part by a stone wall; N 25-53-49 E 352.23'; thence continuing through Lands of Pirger on the next several courses and distances marked in part by the remains of a stone wall; S 53-33-38 E 60.38'; S 53-03-38 E 93.34'; S 35-38-04 E 52.72'; S 32-46-16 E 27.26'; S 38-26-20 E 28.09'; S 40-48-28 E 98.25'; and S 46-45-06 E 64.83' to a wall corner; thence along Lands of Femenella and Lands of Kumenacker as marked by a wall; S 36-00-56 W 25.86' to an iron pipe; S 38-29-08 W 111.07' and S 41-25-14 W 88.95' to a wall corner; thence continuing along the wall; N 65-28-13 W 100.89' to the end of the wall; thence along the line marked by a stone wall and along a portion of Meadow Hill Road; N 62-17-21 W 224.32' and N 60-38-44 W 20.46' to the point or place of beginning.

CONTAINING 2.58 +/- acres.

SUBJECT to grants of record to public utilities.

SUBJECT to zoning ordinances and building regulations of the Town of Newburgh.

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

BEGINNING at a point in the northerly line of Meadow Hill Road, said point being the southerly corner of Lands of Klein; thence from said point of beginning and along Lands of Klein as marked by a stone wall, N 31-26-36' 84.51' N 37-45-48 E 215.49'; thence continuing along the wall marking the lands of Klein and lands of City of Newburgh N 37-45-49 E 188.61' N 35-58-02 E 266.73'; thence continuing along the wall marking lands of the City of Newburgh and lands of Lawrence; N 37-24-23 E 687.10' to a 1/2" Iron pipe; thence continuing along lands of Lawrence as marked by a wall; S 46-42-13 E 169.72'; S 48-26-05 E 202.97' S 44-21-49 E 205.48'; S 46-55-02 E 104.06' to a wall corner in the line of lands of Rowell; thence along lands of Rowell as marked by a wall S 35-23-38' W 95.64' thence along Rowell and the end of Sycamore Drive and lands of Loupe; S 38-56-43 W 327.30' thence continuing along lands of Loupe. lands of

Anderson; lands of Figueroa; lands of Petrie and lands of Femenella as marked by a stone wall on the next several courses and distances; S 37-23-30 W 101.02'; S 37-32-25 W 126.91'; S 39-04-54 W 89.28'; S 38-23-59 W 158.92'; S 38-37-01 W 134.40'; to a wall corner, thence through lands of Pirger as marked by the remains of a stone wall; N 46-45-06 W 64.63'; N 40-48-28 W 98.25'; N 38-25-20 W 28.09'; N 32-46-16 W 27.26'; N 35-38-04 W 52.72'; N 53-03-38 W 93.34' and N 53-33-38 W 60.38' to a point; thence continuing through lands of Pirger; S 25-53-49 W 352.23' to a stone wall marking the northerly line of Meadow Hill Road; thence along Meadow Hill Road as marked by a stone wall; N 60-38-44 W 209.52' and N 64-04-45 W 104.03' to the point or place of beginning.

SUBJECT to grants of record to public utilities.

SUBJECT to zoning ordinances and building regulations of the Town of Newburgh.

SUBJECT to the Offer of Dedication to the Town of Newburgh for highway purposes and subject to all other notes and depictions, all as set forth on filed Map #9854 filed with the Orange County Clerk on March 29, 1990.

BEING and intended to be the same premises conveyed to grantors herein by Deed dated September 29, 1997 and recorded with the office of the Orange County Clerk on September 29, 1997 in Liber 4639 of Deeds page 105.

Subject to covenants, restrictions, easements, liens and agreements of record, etc. including

- a) Grant of Gas Lines Right of Way recorded 4/29/1957 in Liber: 1423 Page: 462
- b) Telephone Company Easement Agreement recorded 6/20/1969 in Liber: 1822 Page: 902
- c) Emergency Access Easement, and Waterloop and Sewer Easement recorded 12/17/2008 in Liber: 12763 Page: 1235
- d) Access Agreement for Private Water and Sewer Facilities recorded 7/27/2009 in Liber: 12868 Page: 1004
- e) Access Agreement for Private Water and Sewer Facilities recorded 8/29/2014 in Liber: 13789 Page: 979
- f) Stormwater Control Facility Maintenance Agreement recorded 8/29/2014 in Liber: 13789 Page: 991

BEING the same premises described in that certain deed made by Thomas M. Pirger and Nanette M. Terbush, f/k/a Nanette M. Ter Bush to Meadow Hill Holdings, LLC dated August 21, 2002 which deed was recorded in the Orange County Clerk's Office on September 10, 2002 in Liber 5988 of Deeds at Page 327.

All that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and the State of New York, known as Section 60, Block 1, Lots 9.1 as represented on a map entitled "Boundary Survey for DRA Meadow Hill, LLC Section 60 Block 1 Lot 9.1" dated May 7, 2015 and prepared by Maser Consulting, P.A.;

Beginning at a point in the northern road boundary of Meadow Hill Road marked by a stonewall located at the division line between lands now or formerly of Jennifer N. Selby (B. 13849, P. 1052) to the west and lands now or formerly of Meadow Hill Holdings, LLC (B. 5988, P. 327) to the east; thence along said division line and continuing along the lands of City of Newburgh School District (B. 1682, P. 557), Mountain Ridge Development, LLC (B. 5663, P. 230), James & Kim Leggett (B. 12806, P. 816), Georgia Pryce (B. 13848, P. 1737), David K. Kenan (B. 5976, P. 193) and Renford Brissett (B. 6005, P. 32) marked by a stonewall the following five (5) courses and distances:

1. N 31°26'36" E, a distance of 84.51 feet to a point;
2. N 37°45'48" E, a distance of 215.49 feet to a point;
3. N 37°45'49" E, a distance of 188.61 feet to a point;
4. N 35°58'02" E, a distance of 266.73 feet to a point;
5. N 37°24'23" E, a distance of 687.10 feet to an iron bar and cap

located in the division line between lands of Meadow Hill Holdings, LLC to the south and the Highland Village At Meadow Winds Condo Site to the north; thence along said division line marked by a stonewall the following four (4) courses and distances:

1. S 46°42'13" E, a distance of 169.72 feet to a point;
2. S 48°26'05" E, a distance of 202.97 feet to a point;
3. S 44°21'49" E, a distance of 205.48 feet to a point;
4. S 46°55'02" E, a distance of 104.06 feet to a point

located in the division line between lands of Meadow Hill Holdings, LLC to the west and lands now or formerly of Bartels & Shultz (B. 13600, P. 1183) to the east; thence along said division line and continuing along lands of James L. & Carol L. Loupe (B. 1846, P. 749), Kevin Taylor (B. 11910, P. 1303), Santos & Dale Figueroa (B. 2085, P. 588), Pineda & Gonzalez (B. 12151, P. 426) and Vincent J. Femenella (B. 2397, P. 43) marked by a stonewall the following seven (7) courses and distances:

1. S 35°23'38" W, a distance of 95.64 feet to a point;
2. S 38°56'43" W, a distance of 327.30 feet to a point;
3. S 37°23'30" W, a distance of 101.02 feet to a point;
4. S 37°32'25" W, a distance of 126.91 feet to a point;
5. S 39°04'54" W, a distance of 89.28 feet to a point;
6. S 36°23'59" W, a distance of 156.92 feet to a point;
7. S 38°37'01" W, a distance of 134.40 feet to a point;

located in the division line between lands of Meadow Hill Holdings, LLC to the north and lands now or formerly of Thomas M. Pirger (B. 4639, P. 108) to the south; thence along said division line marked by remains of a stonewall the following eight (8) courses and distances:

1. N 46°45'06" W, a distance of 64.83 feet to a point;
2. N 40°48'28" W, a distance of 98.25 feet to a point;
3. N 38°26'20" W, a distance of 28.09 feet to a point;
4. N 32°46'16" W, a distance of 27.26 feet to a point;
5. N 35°38'04" W, a distance of 52.72 feet to a point;
6. N 53°03'38" W, a distance of 93.34 feet to a point;
7. N 53°33'38" W, a distance of 60.38 feet to a point;
8. S 25°53'49" W, a distance of 347.78 feet to a point

located in the northern road boundary of Meadow Hill Road; thence along the northern road boundary of Meadow Hill Road the following four (4) courses and distances:

1. N 61°55'32" W, a distance of 141.90 feet to a point;
2. N 62°39'06" W, a distance of 35.85 feet to a point;
3. N 60°38'44" W, a distance of 31.56 feet to a point;
4. N 64°04'45" W, a distance of 104.03 feet to a

Point of Beginning; containing 18.24± Acres, and/or 794,494± square feet.

Subject to any other enforceable easements, restrictions or covenants of record that may exist.

Schedule "B"

SUGGESTED LEGAL DESCRIPTION
COMBINED DESCRIPTION OF
TAX ID# 60-1-9.1 & TAX ID# 60-1-9.2
TOWN OF NEWBURGH
ORANGE COUNTY, STATE OF NEW YORK

PROJECT NO. 15000563A
August 25, 2016

All that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and the State of New York, known as Section 60, Block 1, Lots 9.1 as represented on a map entitled "Boundary Survey for DRA Meadow Hill, LLC Section 60 Block 1 Lot 9.1" dated May 7, 2015 and prepared by Maser Consulting, P.A. and all that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and State of New York, known as Section 60, Block 1, Lot 9.2 as represented on a map entitled "Boundary Survey & Topographic Survey for DRA Meadow Hill, LLC, 86 Meadow Hill Rd. Section 60 Block 1 Lot 9.2" dated March 10, 2016 and prepared by Maser Consulting, P.A.;

Beginning at a point in the northern road boundary of Meadow Hill Road marked by a stonewall located at the division line between lands now or formerly of Jennifer N. Selby (B. 13849, P. 1052) to the west and lands now or formerly of DRA Meadow Hill, LLC (B. 13900, P. 13) to the east; thence along said division line and continuing along the lands of City of Newburgh School District (B. 1682, P. 557), Mountain Ridge Development, LLC (B. 5663, P. 230), James & Kim Leggett (B. 12806, P. 816), Georgia Pryce (B. 13848, P. 1737), David K. Kenan (B. 5976, P. 193) and Renford Brissett (B. 6005, P. 32) marked by a stonewall the following five (5) courses and distances:

1. N 31°26'36" E, a distance of 84.51 feet to a point;
2. N 37°45'48" E, a distance of 215.49 feet to a point;
3. N 37°45'49" E, a distance of 188.61 feet to a point;
4. N 35°58'02" E, a distance of 266.73 feet to a point;
5. N 37°24'23" E, a distance of 687.10 feet to an iron bar and cap

located in the division line between lands of DRA Meadow Hill, LLC to the south and the Highland Village At Meadow Winds Condo Site to the north; thence along said division line marked by a stonewall the following four (4) courses and distances:

1. S 46°42'13" E, a distance of 169.72 feet to a point;
2. S 48°26'05" E, a distance of 202.97 feet to a point;
3. S 44°21'49" E, a distance of 205.48 feet to a point;
4. S 46°55'02" E, a distance of 104.06 feet to a point

located in the division line between lands of DRA Meadow Hill, LLC to the west and lands now or formerly of Bartels & Shultz (B. 13600, P. 1183) to the east; thence along said division line and continuing along lands of James L. & Carol L. Loupe (B. 1846, P. 749), Kevin Taylor (B. 11910, P. 1303), Santos & Dale Figueroa (B. 2085, P. 588), Pineda & Gonzalez (B. 12151, P. 426) and Vincent J. Femenella (B. 2397, P. 43) marked by a stonewall the following seven (7) courses and distances:

1. S 35°23'38" W, a distance of 95.64 feet to a point;
2. S 38°56'43" W, a distance of 327.30 feet to a point;
3. S 37°23'30" W, a distance of 101.02 feet to a point;
4. S 37°32'25" W, a distance of 126.91 feet to a point;
5. S 39°04'54" W, a distance of 89.28 feet to a point;
6. S 36°23'59" W, a distance of 156.92 feet to a point;
7. S 38°37'01" W, a distance of 134.40 feet to a point;

located in the division line between lands of DRA Meadow Hill, LLC to the northwest, other lands of DRA Meadow Hill, LLC (B. 13980, P. 478) to the southwest, and Vincent J. Femenella (B. 2397, P. 43)

C:\Users\brenda\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\4UT1UXCK\1JE7549-Deed.DOCX

to the east; thence along the division line between DRA Meadow Hill, LLC and Vincent J. Femenella and continuing along lands now or formerly of Robert & Mary Hennessy (B. 4235, P. 35) marked by a stonewall the following three (3) courses and distances:

1. S 36°00'56" W, a distance of 25.86 feet to a point
2. S 38°29'08" W, a distance of 111.07 feet to a point;
3. S 41°25'14" W, a distance of 88.95 feet to a point;

Thence along another stonewall N 65°28'13" W, a distance of 100.89 feet to a point; thence N 62°17'21" W a distance of 142.47 feet to a point in a stonewall located in the northern road boundary of Meadow Hill Road; thence along the northern line of lands to be dedicated to the Town of Newburgh the following two (2) courses and distances:

1. N 46°58'15" W, a distance of 16.98 feet to a point;
2. N 61°55'32" W, a distance of 86.06 feet to a point

located in the division line between lands of DRA Meadow Hill, LLC (B.13900, P.13) to the west and other lands of DRA Meadow Hill, LLC (B. 13980, P. 478) to the east, at the northern road boundary of Meadow Hill Road; thence continuing along the northern road boundary of Meadow Hill Road the following four (4) courses and distances:

1. N 61°55'32" W, a distance of 141.90 feet to a point;
2. N 62°39'06" W, a distance of 35.85 feet to a point;
3. N 60°38'44" W, a distance of 31.56 feet to a point;
4. N 64°04'45" W, a distance of 104.03 feet

to the Point of Beginning; containing 20.81± Acres, and/or 906,652± square feet.

Subject to any other enforceable easements, restrictions or covenants of record that may exist.

Section: 60
Block: 1
Lot: P/O 9.2

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

THIS INDENTURE, made the _____ day of August, 2016

BETWEEN **DRA Meadow Hill, LLC**, a New York Limited Liability Company, with offices at 47 River Road, Suite 200, Summit, New Jersey 07901, Grantor,
and

Town of Newburgh, a New York municipality, with offices at 1496 Route 300, Newburgh, New York, 12550 Grantee,

WITNESSETH, that the Grantor, in consideration of Ten and No/100 (\$10.00) Dollars lawful money of the United States, and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

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

See Schedule "A" attached.

Property: **P/O 86 Meadow Hill Road and Meadow Hill Road, Town of Newburgh**

BEING a portion of the same premises conveyed by Thomas M. Pirger to DRA Meadow Hill, LLC by Deed dated December 1, 2015 and recorded in the Office of the Orange County Clerk on December 7, 2015 in Liber 13980 at page 478.

TOGETHER with all right, title and interest, if any, of the Grantor 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 Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee the heirs or successors and assigns of the Grantee forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby and said premises have been encumbered in any way whatever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor 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 "grantor" shall be construed as if it read "grantors" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

DRA Meadow Hill, LLC

By: _____
Nicholas W. Minoia
Managing Member

State of New York)
) ss.:
County of)

On August ____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared **Nicholas W. Minoia**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of Texas

Record & Return to:
John C. Cappello, Esq.
Jacobowitz & Gubits, LLP
158 Orange Avenue
Walden, NY 12586

SCHEDULE "A"

SUGGESTED LEGAL DESCRIPTION
PORTION OF TAX ID# 60-1-9.2
TO BE DEDICATED TO THE TOWN OF NEWBURGH
TOWN OF NEWBURGH
ORANGE COUNTY, STATE OF NEW YORK

PROJECT NO. 15000563A
August 25, 2016

All that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and the State of New York, being a portion of Section 60, Block 1, Lots 9.2 to be dedicated to the Town of Newburgh, as represented on a map entitled "Roadway Dedication for Town of Newburgh 86 Meadow Hill Road Section 60 Block 1 Lot 9.2" dated August 24, 2016 and prepared by Maser Consulting, P.A.;

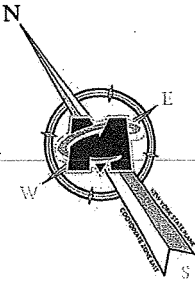
Beginning at a point in the northern road boundary of Meadow Hill Road, said point being the southwest corner of lands now or formerly DRA Meadow Hill, LLC (B.13980, P.478); thence North $25^{\circ}53'49''$ East 4.45 feet to a point in the division line between lands now or formerly of DRA Meadow Hill, LLC (B.13900, P.13) on the west and lands now or formerly of DRA Meadow Hill, LLC (B.13980, P.478) to the east; thence through the lands now or formerly of DRA Meadow Hill, LLC (B.13980, P.478) the following two (2) courses and distances:

1. South $61^{\circ}55'32''$ East 86.06 feet to a point;
2. South $46^{\circ}58'15''$ East 16.94 feet to a point;

thence along the northern road boundary of Meadow Hill Road the following two (2) courses and distances:

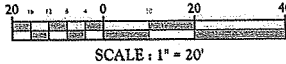
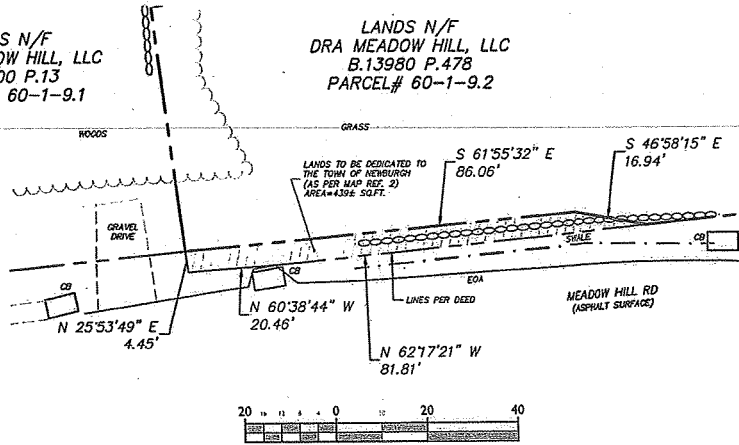
1. North $62^{\circ}17'21''$ West 81.81 feet to a point;
2. North $60^{\circ}38'44''$ West 20.46 feet to the point of beginning, containing $439\pm$ square feet of land.

Subject to any other enforceable easements, restrictions or covenants of record that may exist.



LANDS N/F
DRA MEADOW HILL, LLC
B.13900 P.13
PARCEL# 60-1-9.1

LANDS N/F
DRA MEADOW HILL, LLC
B.13980 P.478
PARCEL# 60-1-9.2

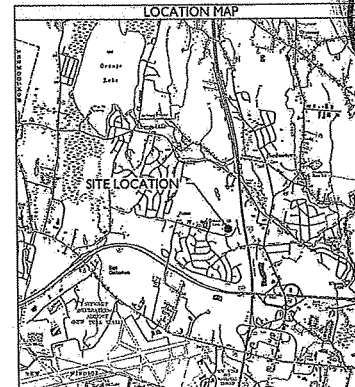


GENERAL NOTES:

- UNDERGROUND UTILITIES SHOWN HEREON BASED ON UTILITY EVIDENCE VISIBLE AT GROUND SURFACE AND RECORD DRAWINGS AND ARE SUBJECT TO FIELD VERIFICATION BY EXCAVATION. UTILITIES SHOWN DO NOT PURPORT TO CONSTITUTE OR REPRESENT ALL UTILITIES LOCATED UPON OR ADJACENT TO THE SURVEYED PREMISES.
- THE OFFSETS OR DIMENSIONS SHOWN HEREON, FROM THE PROPERTY LINES TO THE STRUCTURES, ARE FOR A SPECIFIC PURPOSE AND USE; THEREFORE, THEY ARE NOT INTENDED TO MONUMENT THE PROPERTY LINES OR TO GUIDE THE ERECTION OF FENCES, ADDITIONAL STRUCTURES OR ANY OTHER IMPROVEMENTS.
- EASEMENTS AND/OR SUBSURFACE STRUCTURES RECORDED OR UNRECORDED ARE NOT GUARANTEED UNLESS PHYSICALLY EVIDENT ON THE PREMISES AT THE TIME OF THE SURVEY.
- SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.
- SUBJECT TO ANY STATE OF FACTS AN UP-TO-DATE ABSTRACT OF TITLE WOULD DISCLOSE.

MAP REFERENCES:

- MAP ENTITLED "BOUNDARY SURVEY & TOPOGRAPHIC SURVEY FOR DRA MEADOW HILL, LLC, 86 MEADOW HILL RD, SECTION 60, BLOCK 1, LOT 9.2, TOWN OF NEWBURGH, COUNTY OF ORANGE, STATE OF NEW YORK." BY MASER CONSULTING, P.A., DATED 03/10/16.
- MAP ENTITLED "MAP ENTITLED MINOR SUBDIVISION AND LOT LINE CHANGE FOR LANDS OF PIRGER, TOWN OF NEWBURGH, COUNTY OF ORANGE, N.Y." BY EUSTANCE AND HOROWITZ. DATED MARCH 18, 1999. FILED IN THE ORANGE COUNTY CLERKS OFFICE ON 3/29/90 AS MAP NO. 9854.



MASER
 CONSULTING ENGINEERS, ARCHITECTS & PLANNERS
 100 WEST 21ST STREET, SUITE 400
 NEW YORK, NY 10011
 PH: 212-693-4800
 FAX: 212-693-4801
 WWW.MASERCONSULTING.COM

PROFESSIONAL SEAL
 MASA R. BELDOR
 No. 10205
 State of New York
 Registered Professional Engineer
 Mechanical
 License No. 10205

TOWN OF NEWBURGH ROADWAY DEDICATION
 SECTION 60
 BLOCK 1 LOT 9.2
 TOWN OF NEWBURGH
 COUNTY OF ORANGE
 STATE OF NEW YORK

PROJECT NO.: 16016
DATE: 03/10/16

NO.	DESCRIPTION	DATE	BY



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

1607 Route 300, Suite 101
Newburgh, NY 12550
T: 845.564.4495
F: 845.564.0278
www.maserconsulting.com

SUGGESTED LEGAL DESCRIPTION
COMBINED DESCRIPTION OF
TAX ID# 60-1-9.1 & TAX ID# 60-1-9.2
TOWN OF NEWBURGH
ORANGE COUNTY, STATE OF NEW YORK

PROJECT NO. 15000563A
August 25, 2016

All that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and the State of New York, known as Section 60, Block 1, Lots 9.1 as represented on a map entitled "Boundary Survey for DRA Meadow Hill, LLC Section 60 Block 1 Lot 9.1" dated May 7, 2015 and prepared by Maser Consulting, P.A. and all that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and State of New York, known as Section 60, Block 1, Lot 9.2 as represented on a map entitled "Boundary Survey & Topographic Survey for DRA Meadow Hill, LLC, 86 Meadow Hill Rd. Section 60 Block 1 Lot 9.2" dated March 10, 2016 and prepared by Maser Consulting, P.A.;

Beginning at a point in the northern road boundary of Meadow Hill Road marked by a stonewall located at the division line between lands now or formerly of Jennifer N. Selby (B. 13849, P. 1052) to the west and lands now or formerly of DRA Meadow Hill, LLC (B. 13900, P. 13) to the east; thence along said division line and continuing along the lands of City of Newburgh School District (B. 1682, P. 557), Mountain Ridge Development, LLC (B. 5663, P. 230), James & Kim Leggett (B. 12806, P. 816), Georgia Pryce (B. 13848, P. 1737), David K. Kenan (B. 5976, P. 193) and Renford Brissett (B. 6005, P. 32) marked by a stonewall the following five (5) courses and distances:

1. N 31°26'36" E, a distance of 84.51 feet to a point;
2. N 37°45'48" E, a distance of 215.49 feet to a point;
3. N 37°45'49" E, a distance of 188.61 feet to a point;
4. N 35°58'02" E, a distance of 266.73 feet to a point;
5. N 37°24'23" E, a distance of 687.10 feet to an iron bar and cap

located in the division line between lands of DRA Meadow Hill, LLC to the south and the Highland Village At Meadow Winds Condo Site to the north; thence along said division line marked by a stonewall the following four (4) courses and distances:

1. S 46°42'13" E, a distance of 169.72 feet to a point;
2. S 48°26'05" E, a distance of 202.97 feet to a point;
3. S 44°21'49" E, a distance of 205.48 feet to a point;
4. S 46°55'02" E, a distance of 104.06 feet to a point

located in the division line between lands of DRA Meadow Hill, LLC to the west and lands now or formerly of Bartels & Shultz (B. 13600, P. 1183) to the east; thence along said division line and continuing along lands of James L. & Carol L. Loupe (B. 1846, P. 749), Kevin Taylor (B. 11910, P. 1303), Santos & Dale Figueroa (B. 2085, P. 588), Pineda & Gonzalez (B. 12151, P. 426) and Vincent J. Femenella (B. 2397, P. 43) marked by a stonewall the following seven (7) courses and distances:

1. S 35°23'38" W, a distance of 95.64 feet to a point;
2. S 38°56'43" W, a distance of 327.30 feet to a point;



3. S 37°23'30" W, a distance of 101.02 feet to a point;
4. S 37°32'25" W, a distance of 126.91 feet to a point;
5. S 39°04'54" W, a distance of 89.28 feet to a point;
6. S 36°23'59" W, a distance of 156.92 feet to a point;
7. S 38°37'01" W, a distance of 134.40 feet to a point;

located in the division line between lands of DRA Meadow Hill, LLC to the northwest, other lands of DRA Meadow Hill, LLC (B. 13980, P. 478) to the southwest, and Vincent J. Femenella (B. 2397, P. 43) to the east; thence along the division line between DRA Meadow Hill, LLC and Vincent J. Femenella and continuing along lands now or formerly of Robert & Mary Hennessy (B. 4235, P. 35) marked by a stonewall the following three (3) courses and distances:

1. S 36°00'56" W, a distance of 25.86 feet to a point
2. S 38°29'08" W, a distance of 111.07 feet to a point;
3. S 41°25'14" W, a distance of 88.95 feet to a point;

Thence along another stonewall N 65°28'13" W, a distance of 100.89 feet to a point; thence N 62°17'21" W a distance of 142.47 feet to a point in a stonewall located in the northern road boundary of Meadow Hill Road; thence along the northern line of lands to be dedicated to the Town of Newburgh the following two (2) courses and distances:

1. N 46°58'15" W, a distance of 16.98 feet to a point;
2. N 61°55'32" W, a distance of 86.06 feet to a point

located in the division line between lands of DRA Meadow Hill, LLC (B.13900, P.13) to the west and other lands of DRA Meadow Hill, LLC (B. 13980, P. 478) to the east, at the northern road boundary of Meadow Hill Road; thence continuing along the northern road boundary of Meadow Hill Road the following four (4) courses and distances:

1. N 61°55'32" W, a distance of 141.90 feet to a point;
2. N 62°39'06" W, a distance of 35.85 feet to a point;
3. N 60°38'44" W, a distance of 31.56 feet to a point;
4. N 64°04'45" W, a distance of 104.03 feet

to the Point of Beginning; containing 20.81± Acres, and/or 906,652± square feet.

Subject to any other enforceable easements, restrictions or covenants of record that may exist.



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

555 Hudson Valley Avenue, Suite 101
New Windsor, NY 12553-4749
T: 845.564.4495
F: 845.567.1025
www.maserconsulting.com

SUGGESTED LEGAL DESCRIPTION
PORTION OF TAX ID# 60-1-9.2
TO BE DEDICATED TO THE TOWN OF NEWBURGH
TOWN OF NEWBURGH
ORANGE COUNTY, STATE OF NEW YORK

PROJECT NO. 15000563A
August 25, 2016

All that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and the State of New York, being a portion of Section 60, Block 1, Lots 9.2 to be dedicated to the Town of Newburgh, as represented on a map entitled "Roadway Dedication for Town of Newburgh 86 Meadow Hill Road Section 60 Block 1 Lot 9.2" dated August 24, 2016 and prepared by Maser Consulting, P.A.;

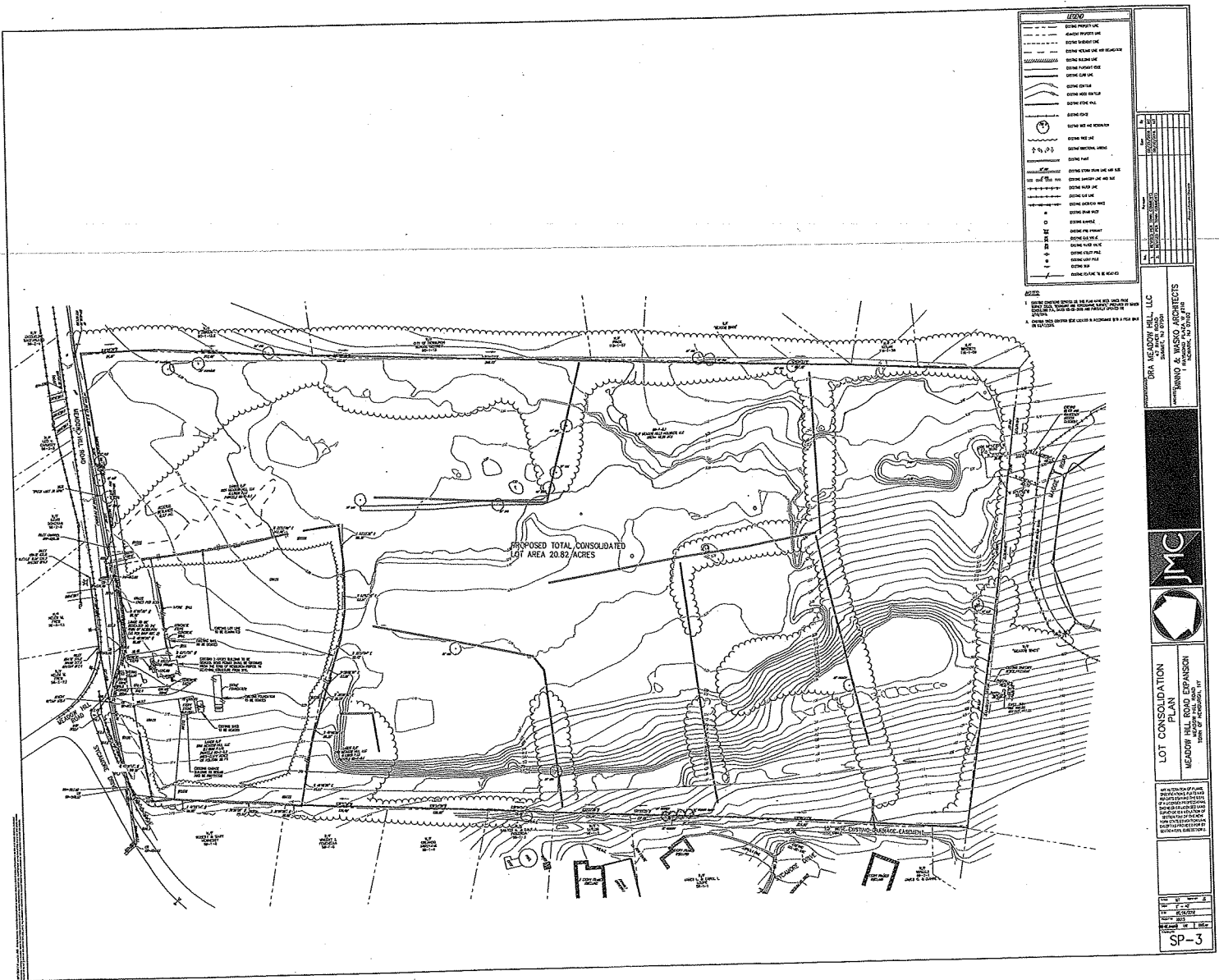
Beginning at a point in the northern road boundary of Meadow Hill Road, said point being the southwest corner of lands now or formerly DRA Meadow Hill, LLC (B.13980, P.478); thence North $25^{\circ}53'49''$ East 4.45 feet to a point in the division line between lands now or formerly of DRA Meadow Hill, LLC (B.13900, P.13) on the west and lands now or formerly of DRA Meadow Hill, LLC (B.13980, P.478) to the east; thence through the lands now or formerly of DRA Meadow Hill, LLC (B.13980, P.478) the following two (2) courses and distances:

1. South $61^{\circ}55'32''$ East 86.06 feet to a point;
2. South $46^{\circ}58'15''$ East 16.94 feet to a point;

thence along the northern road boundary of Meadow Hill Road the following two (2) courses and distances:

1. North $62^{\circ}17'21''$ West 81.81 feet to a point;
2. North $60^{\circ}38'44''$ West 20.46 feet to the point of beginning, containing $439\pm$ square feet of land.

Subject to any other enforceable easements, restrictions or covenants of record that may exist.



LEGEND

---	EXISTING PROPERTY LINES
- - - - -	PROPOSED PROPERTY LINES
...	EXISTING CONTOUR LINES
...	PROPOSED CONTOUR LINES
---	EXISTING SPREADS
---	PROPOSED SPREADS
---	EXISTING DRIVEWAYS
---	PROPOSED DRIVEWAYS
---	EXISTING STAIRS
---	PROPOSED STAIRS
---	EXISTING WALLS
---	PROPOSED WALLS
---	EXISTING FENCES
---	PROPOSED FENCES
---	EXISTING UTILITIES
---	PROPOSED UTILITIES
---	EXISTING TREES
---	PROPOSED TREES
---	EXISTING SETBACKS
---	PROPOSED SETBACKS
---	EXISTING LOT AREAS
---	PROPOSED LOT AREAS
---	EXISTING ROAD RIGHTS OF WAY
---	PROPOSED ROAD RIGHTS OF WAY
---	EXISTING DRIVEWAYS
---	PROPOSED DRIVEWAYS
---	EXISTING STAIRS
---	PROPOSED STAIRS
---	EXISTING WALLS
---	PROPOSED WALLS
---	EXISTING FENCES
---	PROPOSED FENCES
---	EXISTING UTILITIES
---	PROPOSED UTILITIES
---	EXISTING TREES
---	PROPOSED TREES
---	EXISTING SETBACKS
---	PROPOSED SETBACKS

BIRA, LUSKIN, LLC
 2020 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 (303) 733-1111
 WWW.BIRALUSKIN.COM

LOT CONSOLIDATION PLAN
 MEADOW HILL ROAD EXPANSION
 TRACT 10, SECTION 36, T10N, R10W, S4E

PREPARED BY:
 DATE:

SHEET NO. SP-3 OF 3

16 E

Section: 60
Block: 1
Lots: 9.1 & 9.2

Second Amendment to Outside User Agreement

THIS Second Amendment to Outside User Agreement, is made as of the ____ day of September, 2016, by and between the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York 12550 (hereinafter the "TOWN") and DRA MEADOW HILL, LLC (successor in interest to MEADOW HILL HOLDINGS, LLC and FREDRIC STEPHENS & CO., INC.), a limited liability corporation with business offices located at 47 River Road, Suite 200, Summit, New Jersey 07901 (hereinafter referred to as "Outside User").

WHEREAS, Reference is made to the Outside User Agreement approved by the Town and dated October 2, 2000 ("Outside User Agreement") concerning the connection to the Crossroads Sewer District at no cost to the TOWN in respect of a development project then stated to involve the construction of 188 senior citizen condominiums on approximately 18.25 acre property identified on the tax map of the Town as Section 60: Block 1; Lot 9.1. A copy of the Outside User Agreement is attached hereto and made part hereof as Exhibit "A";

WHEREAS, Reference is also made to a First Amendment to the Outside User Agreement to reflect the reduction in the number of units from 188 to 161 total units, which amendment is attached hereto and made a part hereof as Exhibit B.

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

WHEREAS, Outside User received Amended Final Site Plan approvals from the Town of Newburgh Planning Board respecting this development on (a) January 8, 2009, (b) July 21, 2011, (c) by letter application dated August 21, 2011, (d) December 1, 2011 and September 1, 2016, with the end result that Amended Final Site Plan approval was granted by the Town of Newburgh Planning Board for the construction and operation of a 185 unit multifamily housing community to include a ± 2.57 acre adjoining parcel currently identified on the tax map of the Town as Section 60 Block 1 Lot 9.2 to be consolidated with prior approval parcel to create a 20.82 parcel more particularly described in Exhibit "C" and hereinafter referred to as the Property with 21 of those units to be senior residential housing units pursuant to Section 185-48 of the Code of the Town of Newburgh and the remaining 164 units to be market rate, non-age restricted units ("Project") with the aforesaid revised fourth amended approval granted by the Town of Newburgh Planning Board on September 1, 2016; and

NOW, THEREFORE, for valuable consideration, the receipt and legal sufficiency of

which is hereby acknowledged, the parties agree as follows:

1. The Outside User Agreement is hereby modified and amended in all respects to provide for the Project to consist of the construction and operation of a One Hundred Eight-Five (185) unit multifamily housing community with (a) Twenty-one (21) of those units to be senior residential housing units pursuant to Section 185-48 of the Code of the Town of Newburgh and (b) the remaining One Hundred Sixty-Four (164) units to be market rate, non-age restricted. Resulting in a total amount required under this agreement of \$647,500.00.

2. The parties acknowledge that at the time the October 2, 2000 agreement was signed the OUTSIDE USER paid to the Town \$25,000.00 towards the amount required under this agreement.

3. The OUTSIDE USER shall pay the remaining \$622,500.00 and owing under this agreement in equal installments of Three Thousand Five Hundred (\$3,500.00) upon the issuance of a Certificate of Occupancy for each unit in the PROJECT, until the entire \$622,500.00 amount is paid in full.

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

Town of Newburgh

By: _____
Gil Piaquadio, Supervisor

DRA Meadow Hill, LLC

By: _____
Nicholas W. Minoia, Managing Member

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

On the ___ day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared NICHOLAS W. MINOIA, as Managing Member of DRA Meadow Hill, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

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

On the ___ day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared GIL PIAQUADIO, as Supervisor fo the Town of Newburgh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

EXHIBIT "C"

1607 Route 300, Suite 101
Newburgh, NY 12550
T: 845.564.4495
F: 845.564.0278
www.maserconsulting.com

SUGGESTED LEGAL DESCRIPTION
COMBINED DESCRIPTION OF
TAX ID# 60-1-9.1 & TAX ID# 60-1-9.2
TOWN OF NEWBURGH
ORANGE COUNTY, STATE OF NEW YORK

PROJECT NO. 15000563A
August 25, 2016

All that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and the State of New York, known as Section 60, Block 1, Lots 9.1 as represented on a map entitled "Boundary Survey for DRA Meadow Hill, LLC Section 60 Block 1 Lot 9.1" dated May 7, 2015 and prepared by Maser Consulting, P.A. and all that certain lot, tract or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and State of New York, known as Section 60, Block 1, Lot 9.2 as represented on a map entitled "Boundary Survey & Topographic Survey for DRA Meadow Hill, LLC, 86 Meadow Hill Rd. Section 60 Block 1 Lot 9.2" dated March 10, 2016 and prepared by Maser Consulting, P.A.;

Beginning at a point in the northern road boundary of Meadow Hill Road marked by a stonewall located at the division line between lands now or formerly of Jennifer N. Selby (B. 13849, P. 1052) to the west and lands now or formerly of DRA Meadow Hill, LLC (B. 13900, P. 13) to the east; thence along said division line and continuing along the lands of City of Newburgh School District (B. 1682, P. 557), Mountain Ridge Development, LLC (B. 5663, P. 230), James & Kim Leggett (B. 12806, P. 816), Georgia Pryce (B. 13848, P. 1737), David K. Kenan (B. 5976, P. 193) and Renford Brissett (B. 6005, P. 32) marked by a stonewall the following five (5) courses and distances:

1. N 31°26'36" E, a distance of 84.51 feet to a point;
2. N 37°45'48" E, a distance of 215.49 feet to a point;
3. N 37°45'49" E, a distance of 188.61 feet to a point;
4. N 35°58'02" E, a distance of 266.73 feet to a point;
5. N 37°24'23" E, a distance of 687.10 feet to an iron bar and cap

located in the division line between lands of DRA Meadow Hill, LLC to the south and the Highland Village At Meadow Winds Condo Site to the north; thence along said division line marked by a stonewall the following four (4) courses and distances:

1. S 46°42'13" E, a distance of 169.72 feet to a point;
2. S 48°26'05" E, a distance of 202.97 feet to a point;
3. S 44°21'49" E, a distance of 205.48 feet to a point;
4. S 46°55'02" E, a distance of 104.06 feet to a point.

located in the division line between lands of DRA Meadow Hill, LLC to the west and lands now or formerly of Bartels & Shultz (B. 13600, P. 1183) to the east; thence along said division line and continuing along lands of James L. & Carol L. Loupe (B. 1846, P. 749), Kevin Taylor (B. 11910, P. 1303), Santos & Dale Figueroa (B. 2085, P. 588), Pineda & Gonzalez (B. 12151, P. 426) and Vincent J. Femenella (B. 2397, P. 43) marked by a stonewall the following seven (7) courses and distances:

1. S 35°23'38" W, a distance of 95.64 feet to a point;
2. S 38°56'43" W, a distance of 327.30 feet to a point;



3. S 37°23'30" W, a distance of 101.02 feet to a point;
4. S 37°32'25" W, a distance of 126.91 feet to a point;
5. S 39°04'54" W, a distance of 89.28 feet to a point;
6. S 36°23'59" W, a distance of 156.92 feet to a point;
7. S 38°37'01" W, a distance of 134.40 feet to a point;

located in the division line between lands of DRA Meadow Hill, LLC to the northwest, other lands of DRA Meadow Hill, LLC (B. 13980, P. 478) to the southwest, and Vincent J. Femenella (B. 2397, P. 43) to the east; thence along the division line between DRA Meadow Hill, LLC and Vincent J. Femenella and continuing along lands now or formerly of Robert & Mary Hennessy (B. 4235, P. 35) marked by a stonewall the following three (3) courses and distances:

1. S 36°00'56" W, a distance of 25.86 feet to a point
2. S 38°29'08" W, a distance of 111.07 feet to a point;
3. S 41°25'14" W, a distance of 88.95 feet to a point;

Thence along another stonewall N 65°28'13" W, a distance of 100.89 feet to a point; thence N 62°17'21" W a distance of 142.47 feet to a point in a stonewall located in the northern road boundary of Meadow Hill Road; thence along the northern line of lands to be dedicated to the Town of Newburgh the following two (2) courses and distances:

1. N 46°58'15" W, a distance of 16.98 feet to a point;
2. N 61°55'32" W, a distance of 86.06 feet to a point

located in the division line between lands of DRA Meadow Hill, LLC (B.13900, P.13) to the west and other lands of DRA Meadow Hill, LLC (B. 13980, P. 478) to the east, at the northern road boundary of Meadow Hill Road; thence continuing along the northern road boundary of Meadow Hill Road the following four (4) courses and distances:

1. N 61°55'32" W, a distance of 141.90 feet to a point;
2. N 62°39'06" W, a distance of 35.85 feet to a point;
3. N 60°38'44" W, a distance of 31.56 feet to a point;
4. N 64°04'45" W, a distance of 104.03 feet

to the Point of Beginning; containing 20.81± Acres, and/or 906,652± square feet.

Subject to any other enforceable easements, restrictions or covenants of record that may exist.

 **Andy Zarutskie**

To: Mark Taylor
Subject: RE: Meadow = formerly Golden Vista

From: Mark Taylor [<mailto:MTaylor@riderweiner.com>]
Sent: Wednesday, September 14, 2016 7:18 PM
To: 'Andy Zarutskie'; supervisor@townofnewburgh.org
Subject: Meadow = formerly Golden Vista

Also an outside user agreement amendment to be included on the agenda.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

17
Bresler

PERSONNEL DEPT.

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

To: Town Board

From: Charlene M Black, Personnel *CB*

Date: August 24, 2016

Re: Training

Please find attached a list of Workshop Topics that our Employee Assistance Program offers as part of their contract. Please let me know which topic they should cover so I can schedule the training for either our managers or for all our employees.

EAP

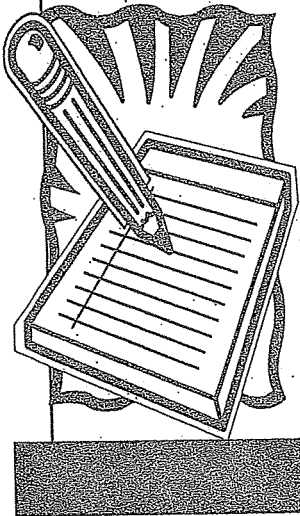
*Make certain
your staff
know about
their
EAP*

Your EAP has developed various workshops and trainings which we offer to our

contract companies at no additional cost. The topics deal with issues some of which are intended specifically for management/supervisory personnel while others are appropriate for the general employee population. They can compliment your regular organizational training agenda. They can be tailored both in terms of time and content to fit your particular needs.

Organizational Trainings

PARTIAL LIST OF WORKSHOP TOPICS THAT THE EAP WILL PROVIDE YOUR ORGANIZATION



- ◆ Constructive Intervention
- ◆ Management Training
- ◆ Creating a Civil Work Environment
- ◆ Anger Management
- ◆ Domestic Violence
- ◆ Sexual Harassment
- ◆ Enhancing Supervisory Skills
- ◆ Managing Stress
- ◆ Making Change Work For You
- ◆ Effective Communication
- ◆ Addiction in the Workplace
- ◆ Time Management
- ◆ Coping with Shift Work
- ◆ Relaxation Techniques
- ◆ De-Clutter your Mind
- ◆ Budgeting for Today, Planning for Tomorrow

Your Employee Assistance Program is committed to making our services available to all those who may need them. To achieve this we must rely on you to assist us in remaining visible within YOUR ORGANIZATION: to distribute the promotional literature we provide and to schedule EAP staff trainings. One EAP training could make a "world of difference" in a co-workers life. To contact your EAP in order to schedule a training or presentation please call

1-800-962-7487



JOHN PLATT
COMMISSIONER

TOWN OF NEWBURGH

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

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

18

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works
Jeff Guido, Water/Sewer Superintendent

Date: September 12, 2016

**Re: Water/Sewer Department Administrative Assistant Interviews and Selection
Recommendation**

In response to the posting for the filling of the Administrative Assistant position approved by the Town Board, we received a list of two (2) interested applicants. The applicants that were interviewed were evaluated on their qualifications, experience, knowledge and skills as related to meet the specifications of this position.

We recommend Mary Butler to fill this position.

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, we are available to discuss them with you. Thank you.

Cc; Charlene Black, Personnel

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: MARY BUTLER

DEPARTMENT: WATER/SEWER

TITLE OF POSITION: ADMINISTRATIVE ASSISTANT

FULL TIME OR PART TIME: FULL

HOURLY RATE: 38.109

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 8130.001 & 8340.001

PROPOSED HIRE DATE: 9-22-16

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

[Signature]
DEPARTMENT HEAD SIGNATURE

9-12-16
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

20A 1.

At a meeting of the Town Board
held at 1496 Rte. 300, in the Town of
Newburgh on the _____ day of

Present:

Gil Piaquadio, Supervisor

Elizabeth J. Greene Councilwomen

Paul Ruggiero Councilman

Scott Manley Councilman

James Presutti Councilman

RESOLUTION DETERMINING
UNHEALTHFUL, HAZARDOUS
OR DANGEROUS CONDITIONS DUE TO
GROWTH OR ACCUMULATION OF
BRUSH, GRASS, RUBBISH OR WEEDS, COSTS
AND EXPENSES OF ABATEMENT TO BE
ASSESSED UPON FAILURE TO COMPLY
WITH ORDER TO REMOVE

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

WHEREAS, the owner of a property addressed as 13 Buckingham Dr. in the Town of Newburgh, designated on the tax map as Section 108, Block 2, Lot 17, was duly served by the Code Compliance Department with notice that the condition of the property was unhealthful, hazardous or dangerous due to the level of growth of brush, grass, or weeds, or the growth of poisonous shrubs or weeds or the depositing, maintenance, scattering or accumulation of rubbish and was ordered to abate and remove the violation within a time period of not less than 10 days after the service of the notice; and

WHEREAS, the owner(s) of the property at the time of service was 5/23/2016; and

WHEREAS, the owner did not eliminate or remove the cited conditions within the time period specified in the notice; and

WHEREAS, upon the owner's neglect or failure to comply with such notice within the time provided therein, the Town authorized the work to be done and entered or caused its agent to enter onto such premises where such violation existed to remedy such violation in order to protect the public health, safety and general welfare of the residents of this Town, and

WHEREAS, an itemization of the costs and expenses has been provided to the Town Board by the Town Code Compliance Department; and

WHEREAS, the Town Board has carefully considered the Code Compliance Department's report and itemization.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Town Board of the Town of Newburgh hereby declares that unhealthful, hazardous or dangerous conditions of the property located at 13 Buckingham Dr. and designated as Section 108, Block 2, Lot 17, the owner(s) served with notice, 16-0165, having failed to remedy said conditions in violation of Chapter 95, Section 95-11, of the Town of Newburgh Municipal Code, are to be abated and made safe by the Town of Newburgh and that the work has been completed; and

BE IT FURTHER RESOLVED, that the Town Board hereby determines that the total cost of said abatement work to be \$150.00, said amount to be assessed and levied against the property in the same manner and at the same time as other Town charges

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

Supervisor Gilbert J. Piaquadio voting _____

Elizabeth J. Greene Councilwoman voting _____

Paul Ruggierp Councilman voting _____

Scott Manley, Councilman voting _____

James Presutti Councilman voting _____

The resolution was thereupon declared duly adopted.

TOWN OF NEWBURGH

308 Gardnertown Road
Newburgh, New York 12550
(845) 564-7804

DO NOT WRITE IN THIS BOX		VOUCHER NO.
DATE VOUCHER RECEIVED:		
FUND - APPROPRIATION	AMOUNT	
	150.00	
	TOTAL 150.00	
ABSTRACT #		

DEPARTMENT CODE COMPLIANCE

CLAIMANTS NAME AND ADDRESS

Lynn Warren Landscaping
1436 Route 300
Newburgh, NY 12550

TERMS Net. 30 Days

INVOICE # _____

DATES	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
6/27/16	1	Location: Buckingham Dr. Lawn Maintenance 108-2-17	150-	150-
TOTAL				150-

CLAIMANT'S CERTIFICATION

I Lynn Warren certify that the above account in the amount of \$ 150.- is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

6/27/16 DATE [Signature] SIGNATURE President TITLE

(SPACE BELOW FOR MUNICIPAL USE)

<p>DEPARTMENT APPROVAL</p> <p>The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.</p> <p><u>[Signature]</u> AUTHORIZED OFFICIAL</p> <p>DATE: <u>6/30/16</u></p>	<p>APPROVAL FOR PAYMENT</p> <p>This claim is approved and ordered for paid from the appropriations indicated above.</p> <p>_____ _____ _____</p> <p>DATE AUDITING BOARD</p>
--	---

LSLW Corp dba
 Lynn Warren Landscaping
 1450 Route 300
 Newburgh, NY 12550
 845-564-8760 -Office

TOWN OF NEWBURGH
 308 GARDNERTOWN RD
 NEWBURGH, NY 12550
 ATTN: Barry Lapierre
 code compliance Dpt

DATE
6/27/2016

INVOICE NO.	TERMS
63917	Due on receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
6/27/2016	LOCATION: 11 BUCKINGHAM DR LAWN MAINTENANCE FEE Sales Tax	1	150.00 0.00	150.00T 0.00
			Total	\$150.00

At a meeting of the Town Board
held at 1496 Rte. 300, in the Town of
Newburgh on the _____ day of

Present:

Gil Piaquadio, Supervisor

Elizabeth J. Greene Councilwoman

Paul Ruggiero Councilman

Scott Manley Councilman

James Presutti Councilman

RESOLUTION DETERMINING
UNHEALTHFUL, HAZARDOUS
OR DANGEROUS CONDITIONS DUE TO
GROWTH OR ACCUMULATION OF
BRUSH, GRASS, RUBBISH OR WEEDS, COSTS
AND EXPENSES OF ABATEMENT TO BE
ASSESSED UPON FAILURE TO COMPLY
WITH ORDER TO REMOVE

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

WHEREAS, the owner of a property addressed as 13 Mohican Drive in the Town of Newburgh, designated on the tax map as Section 55, Block 2, Lot 8, was duly served by the Code Compliance Department with notice that the condition of the property was unhealthful, hazardous or dangerous due to the level of growth of brush, grass, or weeds, or the growth of poisonous shrubs or weeds or the depositing, maintenance, scattering or accumulation of rubbish and was ordered to abate and remove the violation within a time period of not less than 10 days after the service of the notice; and

WHEREAS, the owner(s) of the property at the time of service was 6/9/2016; and

WHEREAS, the owner did not eliminate or remove the cited conditions within the time period specified in the notice; and

WHEREAS, upon the owner's neglect or failure to comply with such notice within the time provided therein, the Town authorized the work to be done and entered or caused its agent to enter onto such premises where such violation existed to remedy such violation in order to protect the public health, safety and general welfare of the residents of this Town, and

WHEREAS, an itemization of the costs and expenses has been provided to the Town Board by the Town Code Compliance Department; and

WHEREAS, the Town Board has carefully considered the Code Compliance Department's report and itemization.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Town Board of the Town of Newburgh hereby declares that unhealthful, hazardous or dangerous conditions of the property located at 13 Mohican and designated as Section 55, Block 2, Lot 8, the owner(s) served with notice, 16-0140, having failed to remedy said conditions in violation of Chapter 95, Section 95-11, of the Town of Newburgh Municipal Code, are to be abated and made safe by the Town of Newburgh and that the work has been completed; and

BE IT FURTHER RESOLVED, that the Town Board hereby determines that the total cost of said abatement work to be \$150.00, said amount to be assessed and levied against the property in the same manner and at the same time as other Town charges

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

Supervisor Gilbert J. Piaquadio voting _____

Elizabeth J. Greene Councilwoman voting _____

Paul Ruggiero Councilman voting _____

Scott Manley, Councilman voting _____

James Presutti Councilman voting _____

The resolution was thereupon declared duly adopted.

TOWN OF NEWBURGH

308 Gardnertown Road
Newburgh, New York 12550
(845) 564-7804

DEPARTMENT CODE COMPLIANCE

CLAIMANTS
NAME
AND
ADDRESS

Lynn Warren Landscaping
145b Park Ave
Newburgh, NY 12550

TERMS Net 30 Days

INVOICE # _____

DO NOT WRITE IN THIS BOX		VOUCHER NO.
DATE VOUCHER RECEIVED:		
FUND - APPROPRIATION	AMOUNT	
TOTAL <u>150.00</u>		
ABSTRACT # _____		

DATES	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
<u>6/27/11</u>	<u>1</u>	<u>Location: 13 Mohican Dr</u> <u>Lawn Maintenance</u>	<u>150-</u>	<u>150-</u>
TOTAL				<u>150-</u>

CLAIMANT'S CERTIFICATION

I Lynn Warren certify that the above account in the amount of \$ 150- is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

6/27/16 DATE [Signature] SIGNATURE President TITLE

(SPACE BELOW FOR MUNICIPAL USE)

<p>DEPARTMENT APPROVAL</p> <p>The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.</p> <p><u>[Signature]</u> AUTHORIZED OFFICIAL</p> <p>DATE: <u>6/28/16</u></p>	<p>APPROVAL FOR PAYMENT</p> <p>This claim is approved and ordered for paid from the appropriations indicated above.</p> <p>_____ _____ _____</p> <p>DATE AUDITING BOARD</p>
--	---

LSLW Corp dba
 Lynn Warren Landscaping
 1450 Route 300
 Newburgh, NY 12550
 845-564-8760 -Office

TOWN OF NEWBURGH
 308 GARDNERTOWN RD
 NEWBURGH, NY 12550
 ATTN: Barry Lapierre
 code compliance Dpt

DATE
6/27/2016

INVOICE NO.	TERMS
63914	Due on receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
6/27/2016	LOCATION : 13 MOHICAN DR LAWN MAINTENANCE FEE	1	150.00	150.00T
	Sales Tax		0.00	0.00
			Total	\$150.00

At a meeting of the Town Board
held at 1496 Rte. 300, in the Town of
Newburgh on the _____ day of

Present:

- Gil Piaquadio, Supervisor
- Elizabeth J. Greene Councilwomen
- Paul Ruggiero Councilman
- Scott Manley Councilman
- James Presutti Councilman

RESOLUTION DETERMINING
UNHEALTHFUL, HAZARDOUS
OR DANGEROUS CONDITIONS DUE TO
GROWTH OR ACCUMULATION OF
BRUSH, GRASS, RUBBISH OR WEEDS, COSTS
AND EXPENSES OF ABATEMENT TO BE
ASSESSED UPON FAILURE TO COMPLY
WITH ORDER TO REMOVE

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

WHEREAS, the owner of a property addressed as 38 Snider Ave. in the Town of Newburgh, designated on the tax map as Section 31, Block 5, Lot 6, was duly served by the Code Compliance Department with notice that the condition of the property was unhealthful, hazardous or dangerous due to the level of growth of brush, grass, or weeds, or the growth of poisonous shrubs or weeds or the depositing, maintenance, scattering or accumulation of rubbish and was ordered to abate and remove the violation within a time period of not less than 10 days after the service of the notice; and

WHEREAS, the owner(s) of the property at the time of service was 6/7/2016; and

WHEREAS, the owner did not eliminate or remove the cited conditions within the time period specified in the notice; and

WHEREAS, upon the owner's neglect or failure to comply with such notice within the time provided therein, the Town authorized the work to be done and entered or caused its agent to enter onto such premises where such violation existed to remedy such violation in order to protect the public health, safety and general welfare of the residents of this Town, and

WHEREAS, an itemization of the costs and expenses has been provided to the Town Board by the Town Code Compliance Department; and

WHEREAS, the Town Board has carefully considered the Code Compliance Department's report and itemization.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Town Board of the Town of Newburgh hereby declares that unhealthful, hazardous or dangerous conditions of the property located at 38 Snider Ave. and designated as Section 31, Block 5, Lot 6, the owner(s) served with notice, 16-0165, having failed to remedy said conditions in violation of Chapter 95, Section 95-11, of the Town of Newburgh Municipal Code, are to be abated and made safe by the Town of Newburgh and that the work has been completed; and

BE IT FURTHER RESOLVED, that the Town Board hereby determines that the total cost of said abatement work to be \$150.00 and 200.00 (\$350.00 total) said amount to be assessed and levied against the property in the same manner and at the same time as other Town charges

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

Supervisor Gilbert J. Piaquadio voting _____

Elizabeth J. Greene Councilwoman voting _____

Paul Ruggierp Councilman voting _____

Scott Manley, Councilman voting _____

James Presutti Councilman voting _____

The resolution was thereupon declared duly adopted.

TOWN OF NEWBURGH

308 Gardnertown Road
Newburgh, New York 12550
(845) 564-7804

DEPARTMENT CODE COMPLIANCE

CLAIMANTS NAME AND ADDRESS
Lynn Warren Landscaping
1450 Route 300
Newburgh, NY 12550

TERMS Net 30 days

INVOICE # _____

DO NOT WRITE IN THIS BOX		VOUCHER NO.
DATE VOUCHER RECEIVED:		
FUND - APPROPRIATION	AMOUNT	
TOTAL	200.00	
ABSTRACT #		

DATES	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
6/27/16	1	Location: 38 Sander Dr Lawn Maintenance	200-	200-
TOTAL				200-

CLAIMANT'S CERTIFICATION

I Lynn Warren certify that the above account in the amount of \$ 200.- is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

6/27/16 DATE
[Signature] SIGNATURE
President TITLE
(SPACE BELOW FOR MUNICIPAL USE)

<p>DEPARTMENT APPROVAL</p> <p>The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.</p> <p><u>[Signature]</u> AUTHORIZED OFFICIAL</p> <p>DATE: <u>6/27/16</u></p>	<p>APPROVAL FOR PAYMENT</p> <p>This claim is approved and ordered for paid from the appropriations indicated above.</p> <p>_____ _____ _____</p> <p>DATE _____</p> <p>AUDITING BOARD _____</p>
--	---

LSLW Corp dba
 Lynn Warren Landscaping
 1450 Route 300
 Newburgh, NY 12550
 845-564-8760 -Office

TOWN OF NEWBURGH
 308 GARDNERTOWN RD
 NEWBURGH, NY 12550
 ATTN: Barry Lapierre
 code compliance Dpt

DATE
6/27/2016

INVOICE NO.	TERMS
63915	Due on receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
6/27/2016	LOCATION: 38 SCNIDER DR LAWN MAINTENANCE FEE	1	200.00	200.00T
	Sales Tax		0.00	0.00

TOWN OF NEWBURGH

308 Gardnertown Road
Newburgh, New York 12550
(845) 564-7804

DEPARTMENT CODE COMPLIANCE

CLAIMANTS
NAME
AND
ADDRESS

Lynn Warren Landscaping
1450 Route 300
Newburgh, NY 12550

DO NOT WRITE IN THIS BOX		VOUCHER NO.
DATE VOUCHER RECEIVED:		
FUND - APPROPRIATION	AMOUNT	
TOTAL		
ABSTRACT #		

TERMS Net 30 Days

INVOICE # _____

DATES	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
9/9/16	1	Lawn Maintenance Fee	150	150 -
		Location: 38 Scudder Dr.		
TOTAL				150 -

CLAIMANT'S CERTIFICATION

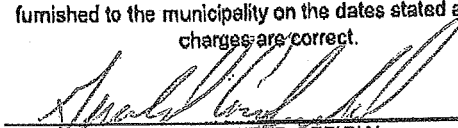
I Lynn Warren certify that the above account in the amount of \$ 150.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9/12/16
DATE


SIGNATURE

president
TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL	APPROVAL FOR PAYMENT
<p>The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.</p> <p> AUTHORIZED OFFICIAL</p> <p>DATE: <u>9/12/16</u></p>	<p>This claim is approved and ordered for paid from the appropriations indicated above.</p> <p>_____ _____ _____</p> <p>DATE _____</p> <p>AUDITING BOARD _____</p>

LSLW Corp. DBA

Lynn Warren Landscaping

1450 Route 300

Newburgh, NY 12550

CODE COMPLIANCE: Location: 38 Genider Dr.

Cut Date	Crew	Hours	Rate	Total	Federal	State	
9/9/16	Davis Scott	1	18.00	18 -	-	-	
9/9/16	Jan Scott	1	16.00	16 -	-	-	

Billing Address: Town of Newburgh
Code Compliance
308 Gardnertown Road
Newburgh, NY 12550

9-12-16

Date



Signature

president

Title

L. Warren Landscaping

1450 Route 300

Newburgh, NY 12550

845-564-8760-Office

845-565-8685-Fax

TOWN OF NEWBURGH
308 GARDNERTOWN RD
NEWBURGH, NY 12550
ATTN: GERRY CANFIELD
code compliance Dpt

DATE
9/12/2016

INVOICE NO.	TERMS
64853	Due on receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
9/9/2016	LOCATION: 38 SCNIDER DR LAWN MAINTENANCE FEE	1	150.00	150.00T
	Sales Tax		0.00	0.00
			Total	\$150.00

20B

TOWN OF NEWBURGH

Crossroads of the Northeast


OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

To: Supervisor Piaquadio

September 16, 2016

Town Board Members

From: Gerald Canfield Code Compliance Supervisor 

Re: Landscape Security release

Valon & Vatan Steakhouse 34 Plank Rd.

P.B # 2012-26

I have inspected the Landscape for compliance with the attached Landscape itemized cost estimate at the above mentioned location. All plantings appear healthy and were installed per specifications. I recommend full release of the posted cash security dated August 23, 2013. In my opinion, the guaranteed growth has been accomplished.

KALA

Karen Arent Landscape Architect

Memorandum

To: Mr. Wayne Booth, Town Supervisor and Town Board

From: Karen Arent, Landscape Architectural Consultant to the Town of Newburgh
Planning Board

Date: August 16, 2013

Re: Landscape Bond Estimate for Valon & Vaton Steakhouse
34 Plank Road
Town Project Number 2012-26

Consultant: Talcott Engineering

Cc: Chairman John Ewasutyn and the Town of Newburgh Planning Board, Michael
Donnelly, Esq., Mr. Bryant Cocks, Mark Taylor, Esq., Ms. Cindy Martinez, Mr.
Gerald Canfield, Mr. Charlie Brown with Talcott Engineering

Attached for the Town Board's review is a landscape cost estimate for the above referenced project. The cost estimate, for the amount of \$14,100, is reasonable.

The landscape inspection fee for this project is \$2,000

The above requires Town Board action and should be placed on your next available agenda.

Talcott Engineering DESIGN, PLLC.

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

Landscape Bond Estimate
Valon & Vaton Steakhouse
34 Plank Road, Town of Newburgh
Orange County, New York
Planning Board Application #2012-26
Job#: 12126-ADM
Date: June 26, 2013

Wichita Blue Juniper (5 gal.) - 4 @ \$330.00 ea =	\$1,320.00
Red Maple (2-2 1/2" cal.) - 5 @ \$330.00 ea. =	1,650.00
Winter Gem Boxwood (5 gal.) - 9 @ \$100.00 ea. =	990.00
Inkberry Holly (3 gal.) - 6 @ \$75.00 ea. =	450.00
Flowering Dogwood (6'-7') - 6 @ \$330.00 ea. =	1,980.00
Compact Burning Bush (30"-36") - 3 @ \$75.00 ea. =	225.00
Chinese Juniper (5 gal.) - 15 @ \$100.00 ea. =	1,500.00
Japanese Garden Juniper (2 gal.) - 3 @ \$75.00 ea. =	225.00
Prairie Fire Crabapple (2-2 1/2" cal.) - 2 @ \$330.00 =	660.00
Bird's Nest Spruce (3 gal.) - 8 @ \$75.00 =	600.00
"Hameln" Dwarf Fountain Grass (2 gal.) - 11 @ \$50.00 =	550.00
Sandy Cherry (2-2 1/2" cal.) - 3 @ \$330.00 =	990.00
Steeple Arborvitae (3-3 1/2" cal.) - 3 @ \$330.00 =	990.00
White Pines (4'-5') - 6 @ \$330.00 =	1,980.00

Bond Amount: \$14,110.00

Inspection Fee: \$2,000.00

Note: Talcott Engineering Design has no control over market conditions, contractor bidding methods or costs of labor, materials or equipment. Therefore, we do not guarantee that contractor proposals or actual landscape costs will not vary from the cost estimate shown hereon.



Keep this receipt as a record of your purchase.

FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK

Customer Copy

9761103282

08/23/2013

New York

Remitter ZEF GJURASHAJ

Pay To The Order Of TOWN OF NEWBURGH

\$ *****14,110.00 ***

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION.

PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM.

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Remitter

ZEF GJURASHAJ

9761103282

Date 08/23/2013

253
440

Pay: FOURTEEN THOUSAND ONE HUNDRED TEN DOLLARS AND 00 CENTS

Pay To The Order Of TOWN OF NEWBURGH

\$ *****14,110.00 ***

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈ 9761103282⑈ ⑆044000037⑆ 758661433⑈