

PUBLIC MEETING AGENDA

Monday, October 20, 2014

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. (7:00) PUBLIC HEARING: 2014 Water Improvement Project (Public Interest Order)**
- 7. ACCOUNTING: Munistat Signing of Contract**
- 8. ENGINEERING:**
 - A. Design Engineering Proposal for Stewart Airport Water Storage Tank: 2014 Project**
 - B. Proposal for Pipe Installation at Delaware Aqueduct Tap WTP**
 - C. Nextel: Release of Security**
- 9. SEWER: Budget Transfer**
- 10. WATER: Budget Transfer**
- 11. HIGHWAY:**
 - A. Leaf and Brush Pick up 2014**
 - B. Resolution Authorizing Easement under Danskammer Road**
 - C. Budget Transfer**
- 12. ZONING: Confirm Lead Agency Status for Hudson Valley Casino and Resort**
- 13. HALLOWEEN CURFEW**
- 14. ANNOUNCEMENTS**
- 15. PUBLIC COMMENTS**
- 16. ADJOURNMENT**

At a regular meeting of the Town Board of the Town of Newburgh, Orange County, New York, held at the Town Hall, in Newburgh, New York on October 20, 2014, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio
Deputy Supervisor and Councilman

George Woolsey
Councilman

Elizabeth J. Greene
Councilwoman

Paul I. Ruggiero
Councilman

In the Matter of The Increase and Improvement of the Facilities of Consolidated Water District, in the Town of Newburgh, Orange County, New York	PUBLIC INTEREST ORDER
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WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Consolidated Water District, in the Town of Newburgh, Orange County, New York (the "Water District"), being the improvements to the water storage, distribution and filtration system, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental

improvements and expenses in connection therewith, at a maximum estimated cost of \$4,230,300; and

WHEREAS, at a meeting of said Town Board duly called and held on September 15, 2014, an Order was adopted by it and entered in the minutes specifying the said Town Board would meet to consider said increase and improvement of the Water District, and to hear all persons interested in the subject thereof concerning the same at the Town Hall, in Newburgh, New York, in said Town, on October 20, 2014 at 7:00 o'clock P.M., Prevailing Time; and

WHEREAS, said Order duly certified by the Town Clerk was duly published and posted as required by law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Newburgh, Orange County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make improvements to the Consolidated Water District in the Town of Newburgh, Orange County, New York, consisting of the improvements to the water storage, distribution and filtration system, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$4,230,300.

Section 2. This Order shall take effect immediately.

CERTIFICATION

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

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

1. That a meeting of the Issuer was duly called, held and conducted on the 20th day of October, 2014.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer
this ____ day of October, 2014.

Town Clerk

(CORPORATE SEAL)

Phone: (631) 331-8888
Fax: (631) 331-8834

MUNISTAT SERVICES INC.

Municipal Finance Advisory Service

Website: www.munistat.com

• *Serving Municipalities and School Districts in New York State Since 1977* •

12 Roosevelt Avenue
Port Jefferson Station, New York 11776



October 6, 2014

Ronald Clum
Accountant
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: SEC Filing Requirement

Dear Ronald:

We are hereby offering our services to the Town with respect to the preparation and filing of the Annual Information Statement as required by SEC Rule 15c2-12 with respect to the issuance of each of the Town's Serial Bonds.

Enclosed are new forms setting forth the contractual arrangement between the Town and Munistat Services, Inc. These forms are required by the rules and regulations promulgated by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board, as required by the Dodd-Frank Financial Reform Act. These new rules apply to all municipal advisors throughout the country as of July 1, 2014. While more detailed, and containing more terms and conditions than our previous contracts, we will maintain the same relationship with each of our clients as we have in the past, and there will be no difference in our day-to-day operations and communications. We will continue to provide the highest level of service and advice as we have since 1977, with an emphasis on debt management, capital project planning and cash flow financing. Please execute each of the documents where indicated and return them to us as soon as possible. Also, please feel free to contact us if you have any questions or comments regarding the documents.

Thank you for the opportunity to offer our services to the Town. We look forward to working with you and your staff in the 2015 year.

Very truly yours,

Michael Loguercio
President

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, October 6, 2014 (the "Effective Date") between the Town of Newburgh, ("Town") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Town desires to engage Munistat to provide certain services relative to the preparation and filing of the Town's 2015 Statement of Financial and Operating Information ("Work Order"), and Munistat desires to provide services to the Town in connection with such Work Order.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

1. Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth on **Appendix A** hereto, and Munistat's services as the Town's Municipal Advisor shall be expressly limited to the services noted therein.
2. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until any such Work Order is completed or until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth on **Appendix B**.
3. Agreement to Provide Information. The Town agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Town further agrees to not intentionally omit any material information relevant to Munistat's provision of services.
4. Compensation. Munistat shall receive a fee for any services rendered to the Town pursuant to this Agreement in accordance with the fee schedule set forth on **Appendix B** attached hereto and incorporated herein by reference.
5. Indemnity. The Town hereby agrees to indemnify Munistat, defend and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys' fees) incurred or assessed arising out of, or in connection with, Munistat's acceptance, administration, or performance of its duties hereunder, except such as may arise from Munistat's own bad faith, willful misconduct, or gross negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

6. Dodd-Frank Compliance. Munistat is a registered municipal advisor in good standing with both the SEC (#866-00147-00) and the MSRB (#K0114).

7. Disclosure of Conflicts of Interest. The Town acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The Town further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Town hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional disclosures to the Town. In this regard, Town hereby authorizes the Accountant to acknowledge any such additional disclosures of Munistat on behalf of the Town.

[Signature page follows]

APPENDIX A

SERVICES

FOR THE SEC FILING REQUIREMENT

As the Town's designated dissemination agent, we will be responsible for all necessary research and analysis in order to prepare the Annual Information Statement as required and will file it together with the audited financial statements of the Town, on or before the due date with the Electronic Municipal Market Access System ("EMMA") in accordance with SEC Rule 15c12-12 and the Town's Undertaking to Provide Continuing Disclosure. We will also be responsible for the filing of all Notices of Material Events with EMMA.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used.

Forms of compensation; potential conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

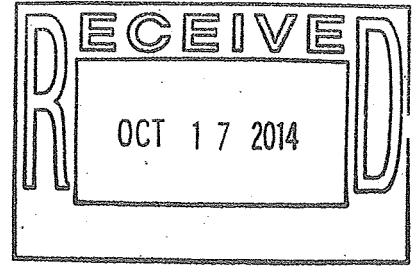
Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

OTHER MATERIAL CONFLICTS OF INTEREST

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest.

There are no material conflicts of interest known to Munistat as of the date of this Agreement.

ja



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

MEMORANDUM

TO: Gil Piaquadio, Deputy Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: October 16, 2014
RE: W\ STEWART AIRPORT WATER STORAGE TANK PROJECT

The Town of Newburgh has received two proposals for design and construction engineering for the above referenced project. The proposals were received from GHD Consulting Engineers, Cazenovia, NY and H2M Water, Melville, NY. Copies of the proposals have been distributed to the Town Board members for their information and review. Both firms are highly qualified to undertake this work.

The costs associated with these proposals are delineated below:

	<u>GHD</u>	<u>H2M</u>
Design Engineering, Regulatory Approval & Bidding Services	\$183,000	\$ 75,000
Contract Administration	incl. above	incl. below
Construction Engineering	<u>\$ 68,700</u>	<u>\$ 88,800</u>
Sub-Total:	\$251,700	\$163,800
Coordination with Non- Regulatory Agencies	Hourly	\$ 19,100 (estimated)

Based on the cost proposal from H2M Water, it is recommended that the Town Board accept their proposal and authorize them to undertake this work.

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

JWO/id
cc: J. Platt, DPW Comm.
J. Guido, CAMO

ea

TOWN OF NEWBURGH
CONSOLIDATED WATER DISTRICT
ORANGE COUNTY, NEW YORK

2014 WATER SYSTEM
CAPITAL IMPROVEMENTS

SEPTEMBER 2014

PREPARED FOR:

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

PREPARED BY:

James W. Osborne, P.E.
Town Engineer
1496 Route 300
Newburgh, NY 12550

TOWN OF NEWBURGH
CONSOLIDATED WATER DISTRICT

2014 WATER SYSTEM
CAPITAL IMPROVEMENTS

I. INTRODUCTION

The Town of Newburgh Consolidated Water District (TONCWD) has identified several capital project improvements necessary to be completed. These projects include the following:

1. Stewart Airport Water Storage Tank Painting and Improvements;
2. Fletcher Drive Water Main Extension and Meadow Hill Road / Route 52 Pumping Station Improvements;
3. Chadwick Lake Filter Plant Roof Replacement;
4. Water System Meter Replacement Program.

A detailed description of each of these projects and their associated costs are given below.

The Town Board of the Town of Newburgh as Lead Agency has declared this a Type 1 action under SEQRA. The sole reason this action was classified as a Type 1 action is because the roof replacement at the Chadwick Lake Filter Plant will occur in a Town defined Critical Environmental Area that surrounds the Chadwick Lake Reservoir. The Town Board intends to issue a Negative Declaration for this project based on its review under SEQRA.

II. PROJECT DESCRIPTION

A. Stewart Airport Water Storage Tank Painting and Improvements:

The Stewart Airport Water Storage Tank is a welded steel tank located on Assembly Way in the Stewart Airport Industrial Park. The tank was erected in 1991 and has the original paint/coating system. Since its construction, the Town has leased space on the tank to four cellular phone carriers. The property on which the tank is located is an easement granted from the New York State Department of Transportation.

The Town of Newburgh engaged the service of GHD Consulting Engineers to conduct an inspection of the condition of the 1.8 Million Gallon Stewart Airport Water Storage Tank. In

addition, GHD was tasked with evaluating and recommending a corrosion control technology, rehabilitation of an existing re-chlorination facility, a technology for the reduction of Total Tri-Halomethanes (TTHM) – a disinfection by-product, a method/technology for mixing the water in the tank, and a method to integrate the tank into the Town’s SCADA system.

In March 2013, GHD issued a report entitled *Engineering Services for 1.8 MG Stewart Airport Water Storage Tank – Final Report*.

In the report, GHD evaluated alternatives and made recommendations to address the deficiencies in the condition of the existing tank coatings and to implement the water quality and operational improvements requested by the Town. Their specific recommendations are as follows:

1. The tank interior should be sand-blasted to Society of Protective Coating SP-10 (near white blast cleaning) and recoated with a 100 percent solids zinc/epoxy paint system.
2. The tank exterior should be sand-blasted to SP-6 (commercial blast cleaning) and recoated with an Extended Performance System of a three coat zinc/epoxy/urethane paint system.
3. For corrosion control, GHD recommended the use of a zinc rich primer for the tank interior (included in Item 1 above) rather than the use of a cathodic protection system.
4. To provide for the addition of chlorine into this part of the water distribution system to offset low chlorine residuals, GHD recommends the installation of new equipment in the existing on-site structure consisting of a weight scale, chlorine residual analyzer, metering pump skid, safety shower and eye wash, chemical injection assembly and a flow meter.
5. To reduce the TTHM levels, specifically chloroform levels in the water in the Stewart Airport Water Storage Tank, GHD has recommended the installation of a Solar Bee tank mixing system to provide turnover in the tank and reduce the water age. The need for a TTHM reduction system would be determined based on operational data with the mixing system in place.
6. To connect the Stewart Airport Water Storage Tank to the Town’s existing SCADA system, GHD has recommended the installation of a cellular modem and a PLC based control panel.
7. To partially mitigate the loss of available fire flow to the Town’s high pressure zone, GHD has recommended the installation of a connection between the

Meadow Winds Tank and the Meadow Hills Tank controlled by a pressure reducing valve. The connection between the two service areas would be made on the west side of Meadow Hill Road near Fletcher Drive.

The total estimated cost for these improvements is **\$2,008,000** as shown on Table 1.

Table 1

Estimated Costs – Stewart Airport Tank Projects

Tank Painting (Extended Performance System)	\$1,140,000
Contingency	230,000
Engineering, Legal, Admin.	<u>210,000</u>
SUB-TOTAL:	\$1,580,000
Re-Chlorination Facility	\$ 100,000
Contingency	20,000
Engineering, Legal, Admin.	<u>20,000</u>
SUB-TOTAL:	\$ 140,000
TTHM Removal System	\$ 70,000
Contingency	14,000
Engineering, Legal, Admin.	<u>14,000</u>
SUB-TOTAL:	\$ 98,000
Tank Mixing System	\$ 30,000
Contingency	6,000
Engineering, Legal, Admin.	<u>6,000</u>
SUB-TOTAL:	\$ 42,000
Telemetry	\$ 17,000
Contingency	4,000
Engineering, Programming, Legal & Admin.	<u>16,000</u>
SUB-TOTAL:	\$ 37,000
Interconnection / PRV	\$ 80,000
Contingency	16,000
Engineering, Legal & Admin.	<u>15,000</u>
SUB-TOTAL:	\$ 111,000
TOTAL:	\$2,008,000

B. Fletcher Drive Water Main Extension and Meadow Hill Road / Route 52 Pumping Station Improvements.

As part of the Engineering Services for the 1.8 MG Stewart Airport Water Storage Tank Report, GHD evaluated distribution system improvements that would result in an increased operating range for the Meadow Hill and Stewart Airport Tanks. This operational adjustment will reduce pumping costs and improve the water quality in the distribution system.

Their recommendation was to transfer a portion of the Route 17K / Meadow Hill service area at the top of Meadow Hill to the service area served by the higher Meadow Winds tank. This could be accomplished by connecting the existing 12-inch main extending from Hibbing Way down North Fletcher Drive to the water main in Amber Drive. This would allow approximately 70 homes to be included in the Meadow Winds Service Area and allow the operating levels in the Meadow Hill / Stewart Airport Tanks to increase their operating range. The proposed project consists of the installation of approximately 2500 linear feet of 8-inch diameter ductile iron water main including transferring existing services onto the new main.

In addition, the report recommended the installation of flow meters in the Meadow Hill Road and Route 52 Water Booster Pumping Stations. This would allow the Town to monitor demand in this part of the system.

The total estimated cost for these improvements is \$492,300 as shown in Table 2 below:

Table 2

ESTIMATED PROJECT COSTS

Fletcher Drive W.M. Extension	\$ 320,000
Flow Meter Installation	35,000
Contingency	72,000
Engineering, Legal & Admin.	<u>65,000</u>
TOTAL:	\$ 492,300

C. Chadwick Lake Filter Plant Roof Replacement

The Chadwick Lake Filter Plant is located off Route 32 at the southern end of the Chadwick Lake Reservoir adjacent to Quassaic Creek.

The age of the existing roof on the Chadwick Lake Filter Plant is unknown. However, recent leaks into the pump room have prompted an inspection of the condition of the roof. Based on the inspection, it is recommended that the existing membrane roof be removed and replaced with a new membrane roof.

The cost estimate for this work is \$230,000 including engineering, legal and administrative costs.

D. Water System Meter Replacement Program

In the past few years, the Town of Newburgh has begun the process of upgrading its customers' meters. The Town has selected a radio read head to be installed on compatible Badger meters and replacement of non-compatible meters with new Badger meters with radio read heads. The goal is to modernize its meter reading operations, reducing labor costs of meter reading, improving the accuracy of its meter reads and improving the revenue stream of both the TONCWD and associated Sewer Districts.

To date, approximately 1200 of the Town's 6600 accounts have been upgraded to the new meter reading technology. However, recognizing that a complete retrofit of its customers' meters would take 5 years or more, and recognizing that a significant number of its customer meters are 25 to 40 years old and well past their projected useful life, the Town of Newburgh has elected to fund the replacement of the remaining 5400 meters and hire a specialized contractor to undertake the installation of the new meters and heads.

The estimated cost of this project is \$1,500,000.

III. SUMMARY OF PROJECT COSTS

For the four projects discussed above, the combined project costs are as follows:

A. Stewart Airport Tank Improvements	\$2,008,000
B. Fletcher Drive W.M. Ext.\P.S. Upgrades	492,300
C. Chadwick Lake Filter Plant Roof	230,000
D. Meter Replacement Program	<u>1,500,000</u>
TOTAL:	\$4,230,300

IV. PROJECT FINANCING

The Town can choose to bond the entire project or because of the availability of other funds can choose to bond a portion of the project. The impact of both of these options is presented below.

A. Full Project Financing

The calculated principal and interest payment for the full project cost of \$4,230,300 using a bond period of 20 years and an estimated interest rate of 2.5 percent is \$317,278.

B. Partial Project Financing

If the Town utilizes some of its existing cash reserves to offset the need to bond the full project cost, the annual principal and interest cost would be reduced. A breakdown of monies available for use for these projects consist of the following:

Stewart Airport WST Capital Project	\$ 850,000
Capital Reserve Fund	<u>400,000</u>
Total Available Funds:	\$1,250,000

The total project cost of \$4,230,300 minus the currently available funds of \$1,250,000 leaves an amount of \$2,980,300 to be bonded.

The calculated principal and interest payment for a 20 year bond at an interest rate of 2.5 percent is \$223,525.

Payment of the principal and interest payment can be made either from the TONCWD's Water 1 and Water 2 charges which are based on the Assessed Value of the individual properties in the Water District, or because the proposed improvements either maintain or improve service to customers receiving water from the TONCWD (the meter replacement program directly impacts service to all customers connected to the Town water system) payment could be made utilizing an increase in the water usage rates. Each of these methods is discussed below.

Water 1 and Water 2 Repayment

Utilizing Water 1 and Water 2 charges for repayment of the fully bonded project would result in an increase in these charges of \$ 0.19 / \$1000 A.V. as shown below:

$$\$317,273 / (924,685.866 + 703,935.849) = \$ 0.19 / \$1000 \text{ A.V.}$$

$$P \ \& \ I / AV_{w1} + AV_{w2}$$

For an average district property (single family home with an A.V. of \$85,000), the net increase in their W1 \ W2 bill would be approximately thirty eight (38.00) dollars.

Utilizing Water 1 and Water 2 charges for repayment of the principal and interest assuming Partial Project Bonding would result in an increase in these charges of \$0.14 / 1000 AV as shown below:

$$\$223,525 / (924,685.866 + 703,935.849) = \$0.14 / 1000 \text{ AV}$$

For an average district property (single family home with an AV of \$85,000), the net increase in their W1/W2 bill would be approximately twenty four (24) dollars.

Water Usage Repayment

Utilizing water usage rates for repayment of the principal and interest of the fully bonded project would result in an increase of the water rates of approximately \$0.495 per thousand gallons as shown below:

$$\$317,273 / 640,000,000 \text{ gallons} = \$0.495 \text{ per thousand gallons}$$

For an average water user (75,000 gallons per year usage), their quarterly bill would increase by \$9.28 for a total annual increase of \$37.12.

Utilizing water usage rates for repayment of the principal and interest assuming Partial Project Bonding would result in an increase in the water rates of approximately \$0.35 per thousand gallons as shown below:

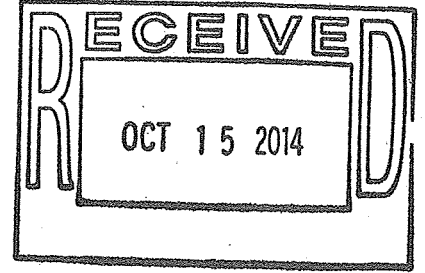
$$\$223,525 / 640,000,000 = \$0.35 \text{ per thousand gallons}$$

For an average water user (75,000 gallons usage per year), their quarterly bill would increase by \$6.40 for a total annual increase of \$25.60.

This is slightly higher than using W1/W2 charges because the subset of district properties connected to the water distribution system is smaller than all the properties in the district. However, given that approximately 50 percent of the bond is being used for new water meter technology used by water consumers, the cost for the improvements are borne by district properties receiving a direct benefit.

8c

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



MEMORANDUM

TO: Gil Piaquadio, Deputy Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: October 15, 2014
RE: W\ STEWART AIRPORT WATER STORAGE TANK

Per the attached letter, Nextel has terminated its lease with the Town and per the agreement has removed its facilities from the site. Having removed its equipment including a pre-fabricated building, cables and antennas, Nextel is requesting return of its site restoration bond.

Based on my inspection, the equipment has been removed and it is recommended that the Town Board release the security.

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

JWO/id

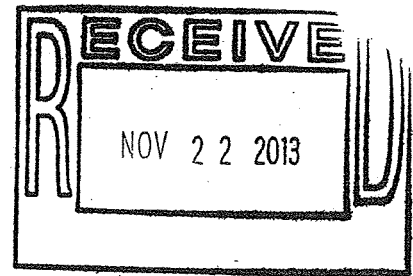
Attachment

cc: JP, DPW

Sprint



Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650
Toll Free: (800) 357-7641
Facsimile: (913) 523-9735
Email: LandlordSolutions@Sprint.com



November 13, 2013

VIA FedEx

Tracking #: 7971 2013 6754

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

Re: Non-Renewal of Communications Site Lease Agreement ("Agreement") dated July 2, 1997
Landlord: Town of Newburgh
Tenant ("Nextel"): Nextel of New York, Inc., a Delaware corporation
Nextel Site ID: NY0574-A
Site Address: Governor Drive, Newburgh, NY 12550

To whom this may concern:

Pursuant to Section 4 of the above-referenced Agreement, this letter will serve as notice that Nextel is exercising its right to not renew the Agreement, effective January 16, 2014.

In the event that any filings of record made by Nextel are discovered that encumber your title to the above-referenced Site, Nextel will execute a Memorandum of Termination or otherwise reasonably cooperate in taking actions necessary to remove the encumbrance.

If you have any questions, please contact Justin Corey at 404-840-9512 or our toll-free Landlord Solutions team at 800-357-7641. When calling, please have the Nextel Site ID (above) available for reference.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Anderson".

Laurie Anderson
Real Estate Manager

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

MEMORANDUM

TO: Gil Piaquadio, Deputy Supervisor & Town Board
FROM: James W. Osborne, Town Engineer
DATE: October 1, 2014
RE: S \ SEWER DISTRICT BUDGET TRANSFERS

After prolonged discussions with the City of Newburgh regarding documentation for their bond charges, the City has finally submitted a bill for bond charges for 2013 and 2014. These bond charges are significantly higher than the 2014 budget and therefore the following budget transfers are requested:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
8130.0456.5001	8130.0475.5001	\$ 5,000
8130.0456.5003	8130.0475.5003	38,100
8130.0456.5004	8130.0475.5004	17,000
8130.0456.5006	8130.0475.5006	14,200
8130.0456.5007	8130.0475.5007	11,100
8130.0456.5008	8130.0475.5008	3,600
8130.0456.5010	8130.0475.5010	190,000

For the Wintergreen S.D. (5005), the Contracted Treatment budget line is not sufficient, therefore the following budget transfers are requested:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
8130.0401.5005	8130.0475.5005	\$ 300
8130.0457.5005	8130.0475.5005	800
8130.0473.5005	8130.0475.5005	900
8130.0497.5005	8130.0475.5005	250

TO: Gil Piaquadio, Deputy Supervisor & Town Board
RE: S \ SEWER DISTRICT BUDGET TRANSFERS

October 1, 2014
Page 2

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

JWO/id

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



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

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MEMORANDUM

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

From: John Platt, Commissioner of Public Works

Date: October 15, 2014

Re: Budget Transfer for Utilities, Electric and Fuel Oil for the New Delaware Aqueduct Water Filtration Plant

During preparations for the 2014 Water Filtration Budget, operating expenses for the two water plants were separated in order to more accurately calculate the rate for water purchased by the Town of Marlboro. However, because we knew the new plant would not become operational until later in 2014 and we would have no actual operational data until then, we estimated our utility costs by dividing previously combined 2013 utility costs and adding a small increase to offset the additional costs of the new filter plant. Utility costs incurred to date have proven to more than our original 2014 estimated budgeted amounts due to the lack of historical data and the dramatic rise in electric rates throughout the year. However, they fall below the utility costs that were originally projected during the design of process for the new filter plant.

Please note below, for the Town Board's approval, a budget transfer request of \$85,000.00 from the following budget lines to our Utilities, Electric and Fuel Oil for Budget Line 8330.0481-4002. This will cover our cost for utilities for the remainder of the 2014 Calendar Year at the New Delaware Aqueduct Water Filtration Plant.

From: 8330.0457-4002 - \$30,000.00- Sludge Hauling
8330.0459-4002- \$30,000.00- Chemicals
8330.0472-4002- \$25,000.00- Consultant Fees

To: 8330.0481-4002 - \$85,000.00

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

Cc; Ronald Clum, Town Accountant
James Osborne, Town Engineer



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

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MEMORANDUM

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

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

Date: October 15, 2014

Re: Ledger Correction and Budget Transfer for Electric Charges for the Old Delaware Aqueduct Pump Station

It has come to my attention that the electrical costs for the DAT Pump Station from the beginning of this year have been charged to the 8330.0481-4001 budget line instead of the 8330.0481-4002 budget line. We have been using an Excel spread sheet that Jackie had previously prepared before we started to separate the costs of operating the Chadwick Lake and New DAT filter plants. To correct this issue, I spoke with Ronald Clum, Town Accountant and he indicated he can do the ledger adjustment to move the charges to the correct budget line, however, we need Town Board approval to move the matching funding from the 4001 line to the 4002 budget line.

Please note below, for the Town Board's approval, a budget transfer request of \$67,617.53 from Budget Line 8330.0481-4001 to 8330.0481-4002.

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

Cc; Ronald Clum, Town Accountant
James Osborne, Town Engineer




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Acting Supervisor & Town Board Members

FROM: Todd DePew, Highway Superintendent 

DATE: October 10, 2014

RE: Fall Leaf and Brush Pick-up

I would like to get the approval to have the attached letter published in the local newspapers to inform the Town Residents of the Fall pick-up schedule. Pick-up will be for the week of November 17 – November 20, 2014 and November 21, 2014 for calls. If you have any questions you may feel free to contact me in my office.

TD/ch
cc: Andrew Zarutskie, Town Clerk



TOWN OF NEWBURGH RESIDENTS LEAF AND BRUSH PICKUP – FALL OF 2014

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

Mon. November 17, 2014-North side of Rte 52. East side of Plattekill Turnpike/NYS Rte 32.

Tue. November 18, 2014- South side of Rte 52. East side of Union Ave/NYS Rte 300.

Wed. November 19, 2014-South side of Rte 52. West side of Union Ave/NYS Rte 300.

Thur. November 20, 2014-North side of Rte 52. West side of Plattekill Turnpike/NYS Rte 32.

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

Gil Piaquadio, Acting Supervisor
Paul Ruggiero, Councilman

George A. Woolsey Sr., Councilman
Elizabeth J. Greene, Councilwoman

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

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HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Acting Supervisor

FROM: Todd DePew, Highway Superintendent

DATE: October 16, 2014

RE: Transfer Request

I would like to request the following budget transfer could you please put this on the agenda for the next meeting:

FROM:	TO:	AMOUNT:
030.5140.0466	030.5110.0412	\$55,000.00
Drainage/Operating Supplies	General Repairs	
	Street Paving & Resurfacing	

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

TD:ch

cc: R. Clum, Accounting
J. Platt, DPW Commissioner

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 October, 2014 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piquadio, Deputy Supervisor
And Councilman
George Woolsey, Councilman
Elizabeth J. Greene, Councilwoman
Paul I Ruggiero, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING THE CONVEYANCE
OF A PERMANENT EASEMENT IN
REAL PROPERTY TO THE CITY OF NEW
YORK FOR WATER TUNNEL
UNDER DANSKAMMER ROAD
SUBJECT TO PERMISSIVE REFERENDUM

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

WHEREAS, the Town Board is authorized, pursuant to Town Law §64 (2), upon the adoption of a resolution subject to permissive referendum, to convey real property in the name of the Town; and

WHEREAS, the Town of Newburgh by virtue of a deed from Central Hudson Gas & Electric Corporation to Town of Newburgh dated December 15, 1980 and recorded in the Orange County Clerk's Office on March 30, 1981 in Liber 2190 of Deeds at page 216 has right, title and interest in the real property known as Danskammer Road; and

WHEREAS, the City of New York has requested that the Town grant it a permanent subsurface easement for the purposes of constructing, reconstructing, operating, inspecting, monitoring, protecting and maintaining its Roundout – West Branch By-Pass Water Tunnel (the "Water Tunnel") in a section of Danskammer Road described in Schedule A and shown on Schedule B annexed hereto and made a part hereof (the "Easement"); and

WHEREAS, the City of New York has additionally commenced eminent domain proceedings to obtain the Easement; and

WHEREAS, the City of New York, acting as Lead Agency, has concluded a coordinated SEQR review of the project which includes an Environmental Impact Statement and Statement of Findings for the action encompassing the Water Tunnel, known as the Water for the Future Project (the "Action"); and

WHEREAS, the Highway Superintendent has informed the Town Board that the subsurface Easement premises are not required for highway purposes; and

WHEREAS, the subject Easement premises are no longer needed for any Town purposes; and

WHEREAS, the subject Easement interest in real property has a market value of ONE

THOUSAND TWO HUNDRED AND 00/100 (\$1,200.00) DOLLARS as indicated by the appraisal obtained by the City for the eminent domain proceedings and offered to the Town; and

WHEREAS, the City of New York has offered to pay the Town the sum of ONE THOUSAND TWO HUNDRED AND 00/100 (\$1,200.00) DOLLARS for and in consideration of the conveyance of the permanent Easement; and

WHEREAS, the Town Board has determined the aforesaid sum represents fair and adequate consideration for the conveyance of the Easement; and

WHEREAS, in addition to Easement, the City of New York has submitted a proposed Purchase Agreement pertaining to the Easement and a proposed Assignment of Condemnation Award pertaining to the eminent domain proceedings it commenced.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh, as an Involved Agency, hereby adopts the findings of the Lead Agency for the action pertinent to the conveyance of the Easement as its Involved Agency Findings under the State Environmental Quality Review Act for the below approvals and authorizations; and

BE IT FURTHER RESOLVED, that the Town Board hereby approve and authorizes, subject to a permissive referendum, the conveyance of the Easement to the City of New York, for and in consideration of the payment of the sum of ONE THOUSAND TWO HUNDRED AND 00/100 (\$1,200.00) DOLLARS to the Town; and

BE IT FURTHER RESOLVED, subject to the permissive referendum requirements of this resolution, the Deputy Supervisor or Supervisor, as the case may be at the time of execution, is hereby authorized for and on behalf of the Town Board and Town to execute the Easement, the Purchase Agreement and the Assignment of Condemnation Award, subject to such modifications as may be recommended and approved by the Attorney for the Town; and

BE IT FURTHER RESOLVED, that the Deputy Supervisor and or Supervisor, as the case may be at the time of execution, is hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, forms, documents and papers as may be necessary to effectuate and carry out the contents of the foregoing resolutions; and

BE IT FURTHER RESOLVED, that, pursuant to Sections 82 and 90 of the Town Law, within ten (10) days from the date of this resolution the Town Clerk shall prepare a notice which shall set forth the date of the adoption of this resolution, shall contain an abstract of such resolution concisely setting forth the purpose and effect thereof, shall specify that this resolution was adopted subject to a permissive referendum, and shall publish such notice in the official newspapers of the Town, and in addition thereto, that the Town Clerk shall post or cause to be posted on the signboard of the Town of Newburgh a copy of such notice within ten (10) days

after the date of the adoption of this resolution.

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

George Woolsey, Councilman voting _____

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

Gilbert J. Piaquadio, Deputy Supervisor and Councilman voting _____

The resolution was thereupon declared duly adopted.

Exhibit A
PERMANENT EASEMENT

THIS INDENTURE, made this day of , in the year 2014

BETWEEN

Town of Newburgh, a municipal corporation organized and existing under the laws of the State of New York,
1496 Route 300
Newburgh, NY 12550
GRANTOR, and

City of New York, a municipal corporation of the State of New York
City Hall
New York, NY 10007

GRANTEE,

KNOW ALL PERSONS BY THESE PRESENTS, that Town of Newburgh, in consideration of the sum of One Thousand Two Hundred and no/100 Dollars (\$1,2000.00) and other good and valuable consideration paid to it by the City of New York, does hereby grant, remise, and release, unto the City of New York, its successors and assigns, forever, a permanent easement, the upper limit of which is at existing current ground surface ("CGS") based upon NAVD 88 as shown on the Parcel 21 Map, with the lower limit of the permanent easement at 645 feet below mean sea level based upon the Bureau of Water Supply ("BWS") datum for the Rondout – West Branch Tunnel, for the purpose of constructing, reconstructing, operating, inspecting, monitoring, protecting and maintaining a subsurface water tunnel facility and appurtenances (the "Tunnel"), through, under and along the following described Parcel 21 as shown upon the accompanying map entitled "Bureau of Water Supply, City of New York, Department of Environmental Protection, Rondout – West Branch Bypass Tunnel, Survey Map, in the matter of acquiring a permanent easement from Town of Newburgh," prepared by Terry G. Ringler, Jr., Land Surveyor III, NYCDEP License No. 050165 and dated , 2014 (referred to herein as the "Parcel 21 Map") filed simultaneously herewith and by this reference incorporated herein as said Parcel 21:

ALL THAT PIECE OR PARCEL OF LAND, lying and being situate in the Town of Newburgh, County of Orange and State of New York, being a permanent easement for constructing, reconstructing, operating, inspecting, monitoring and maintaining a subsurface water tunnel facility and appurtenances, through, under and along the following described parcel 21 as shown upon the above referenced map and being more particularly bounded and described as follows:

BEGINNING.....

Comment [MGS1]: We will add the description for Parcel 21 here once it is finalized.

Said portion of the proposed centerline of the Rondout – West Branch Bypass Tunnel being more particularly bounded and described as follows:

BEGINNING at PC station

Bearings are with reference to Grid North of the New York State Plane Coordinate System East Zone NAD 83 (CORS).

Distances recited herein are Grid distances based upon the New York State Plane Coordinate System East Zone NAD 83 (CORS).

Being a portion of the same premises conveyed by Central Hudson Gas & Electric Corporation to Town of Newburgh by deed dated December 15, 1980 and recorded in the Orange County Clerk's Office on March 30, 1981 in Liber 2190 of Deeds at page 216.

This permanent easement, the surface area of which is described above, is comprised of three distinct, vertically-defined areas referred to as "Zone 1," "Zone 2" and "Zone 3", each with specific depths, conditions, restrictions and reservations as depicted on the Parcel 21 Map and described below.

The upper limit of the easement is at existing current ground surface ("CGS") based upon NAVD 88 as shown on the Parcel 21 Map, with the lower limit of the permanent easement at 645 feet below mean sea level based upon the Bureau of Water Supply ("BWS") datum for the Rondout – West Branch Tunnel.

Zone 1 is that portion of the easement that is within Parcel 21 at 645 feet below mean sea level to 545 feet below mean sea level based upon the BWS datum.

Zone 2 is that portion of the easement that is within Parcel 21 at 545 feet below mean sea level based upon the BWS datum to 50 feet below CGS as based upon NAVD 88.

Zone 3 is that portion of the easement that is within Parcel 21 from CGS to a depth of 50 feet below CGS as based upon NAVD.

IT IS UNDERSTOOD and agreed that:

- A. Zone 1: Grantee shall have the exclusive right to occupy, construct, reconstruct, operate, inspect, monitor and maintain the Tunnel for the conveyance of water as part of the New York City municipal water supply system. All structures, materials and facilities, installed or excavated from within Zone 1 shall be the property of the Grantee.
- B. Zone 2: Grantor reserves the right to use Zone 2 for any lawful purpose provided such activities do not interfere with the operation and maintenance of the Tunnel or jeopardize the integrity of the Tunnel, except that there shall be no mining, blasting, well drilling or well improvement activities.
- C. Zone 3: Grantor reserves the right to use Zone 3 for any lawful purpose provided such activities do not interfere with the operation and maintenance of the Tunnel or jeopardize the integrity of the Tunnel, except that there shall be no well drilling.
- D. Grantor covenants that it will provide written notice to Grantee no less than two weeks before engaging in any activity in any area of the property that is subject to this

Kingston, NY 12401
Attn: Deputy Commissioner

- E. Grantee shall have the right to enter the lands of the Grantor to monument the centerline of the Tunnel on the lands of the Grantor within the above-described Parcel 21 and the right to inspect that portion of the property that is subject to the easement to ensure compliance herewith.
- F. This permanent easement shall bind the heirs, successors and assigns of Grantor and shall inure to the benefit of Grantee, its successors and assigns.
- G. Grantor represents and warrants that it has the authority to grant this easement and that the property of which Parcel 21 is a part is free from all liens and encumbrances that would materially affect the easement grant.
- H. Grantee shall indemnify and hold harmless the Grantor from and against all third-party claims or causes of action for death, personal injury or property damage arising out of or resulting from the negligent acts or willful misconduct of the Grantee, its employees, agents, contractors, consultants or subcontractors, in connection with the construction, reconstruction, operation, inspection, monitoring and maintenance of the Tunnel.

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

Town of Newburgh

By: _____
Name:
Title:

City of New York

By: _____
Jeffrey D. Graf, Chief,
Bureau of Water Supply,
Division of Watershed Lands &
Community Planning, NYCDEP

Approved as to Form:

Acting Corporation Counsel

Date:

ACKNOWLEDGMENT

On the _____ day of _____ in the year 201__, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the _____ day of _____ in the year 201__, before me, the undersigned, a Notary Public in and for the said State, personally appeared **Jeffrey D. Graf**, personally known to me or proved to me on the basis of satisfactory evidence to be Chief, Bureau of Water Supply, Division of Watershed Lands & Community Planning, for the Department of Environmental Protection of the CITY OF NEW YORK, a municipal corporation of the State of New York, 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 whom the individual acted, executed the instrument.

NOTARY PUBLIC

AGREEMENT
between
THE CITY OF NEW YORK
AND
TOWN OF NEWBURGH

THIS AGREEMENT (this "Agreement") is entered into this ____ day of _____, 201__, by the City of New York, a municipal corporation organized and existing under the laws of the State of New York, acting by and through the Commissioner of the Department of Environmental Protection (the "City" or "Purchaser") having its principal offices at 59-17 Junction Boulevard, Flushing, NY 11373-5108 and the Town of Newburgh, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 1496 Route 300 Newburgh, NY 12550 ("Landowner").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Conveyance of Permanent Easement. Landowner shall sell and convey to the City and the City shall purchase a permanent easement on, over and through a portion of those certain premises located in the town of Newburgh in the State of New York, identified as Danskammer Road (the "Premises"), in the form annexed hereto as Exhibit A and by this reference incorporated herein (the "Easement").
2. Purchase Price. The purchase price for the Easement is One Thousand Two Hundred Dollars and no cents (\$1,200.00) (Purchase Price).
3. Payment of Purchase Price. The City shall pay One Hundred and Twenty Dollars and no cents (\$120.00) to Landowner within seventy-five (75) days of the execution of this agreement by both parties hereto (the "Down Payment"). The City shall pay Landowner the Purchase Price less the Down Payment at closing.
4. Closing. A closing for the conveyance of the Easement shall be at the offices of the City in Kingston, New York.
5. Encumbrances.
 - a. Except as provided below, Landowner shall satisfy, remove and/or release in full or in part any and all mortgages, liens, encumbrances, encroachments, claims, title defects, boundary line discrepancies or judgments of any kind or nature whatsoever ("Encumbrance(s)") on or against

the Premises to the extent that such Encumbrance may affect title to the Easement being conveyed hereunder.

b. In the event the Premises are encumbered by a mortgage, lien or judgment of any kind or nature whatsoever, Landowner shall deliver at closing a fully-executed release, partial release, satisfaction or subordination agreement in a form approved by the City subordinating the mortgage, lien or judgment to the Easement. Landowner shall submit a copy of such proposed release, satisfaction or subordination agreement to the City no less than 60 days prior to the scheduled closing for approval by the City prior to closing.

6. Conditions to Closing. The City's obligation to purchase the Easement is subject to and conditioned upon the following:

- (a) the accuracy of Landowner's representation in Paragraph 12;
- (b) receipt of all necessary governmental approvals, including approval by the Mayor of the City of New York in accordance with applicable provisions of the New York City Administrative Code, to acquire the Easement;
- (c) satisfaction of Landowner's obligations under Paragraphs 5 (Encumbrances), 7 (Delivery of Deed of Easement and Other Documents at Closing) and 9 (Assignment of Condemnation Award in Lieu of Deed);
- (d) timely delivery by Landowner of any other documents reasonably requested by the City in order to effect conveyance or recording of the Easement.

7. Delivery of Deed of Easement and Other Documents at Closing. Landowner shall deliver to the City at closing an executed Deed of Easement, duly acknowledged by Landowner so as to convey and grant the Easement to the City and any other documents which the City may reasonably demand from Landowner in order to affect conveyance and recording of the Easement. The cost of recording the deed shall be borne by the City. If Landowner is not an individual, Landowner shall also deliver necessary approvals, in forms approved by the City at least two weeks prior to the scheduled closing date, authorizing the conveyance of the Easement and delivery of the Deed of Easement.

8. Purchaser's Default. If the City fails to purchase the Easement in breach of this contract, Seller shall be entitled to retain the Down Payment as liquidated damages, it being agreed that Seller's damages might be impossible to ascertain and the Down Payment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty, whereupon this

contact shall be considered cancelled.

9. Assignment of Condemnation Award In Lieu of Deed. In the event the Easement shall be acquired by eminent domain pursuant to proceedings instituted by Purchaser prior to the closing, this agreement and Purchaser's and Landowner's obligations hereunder shall survive such proceedings, provided, however, that if title shall have vested pursuant to such eminent domain proceedings prior to the closing, Landowner shall deliver to Purchaser at closing, in lieu of the Easement, a duly executed Assignment of Condemnation Award in the form attached hereto as Exhibit "B". Further, Landowner acknowledges that any and all awards made or to be made by Purchaser as condemnor to Landowner as condemnee pursuant to the eminent domain procedure law are limited to an aggregate of One Thousand Two Hundred Dollars and no cents (\$1,200.00).

10. Notices. Any notices delivered pursuant to this agreement shall be delivered by facsimile ("fax") and first class mail in as far advance of the activity as is reasonable to give notice to the following addresses:

To the City or to DEP:

New York City Department of Environmental Protection
71 Smith Avenue
Kingston, New York 12401
Attn: Land Acquisition Program
Fax: (845) 985-7516

With a copy to:

Office of the General Counsel
New York City Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373-5108
Fax: (718) 595-6543

To Landowner:

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

With a copy to:

Mark Taylor, Esq.
655 Little Britain Road
New Windsor, NY 12553

11. Right of Entry. Immediately upon execution of this contract by both parties hereto, the City and its authorized employees, agents, contractors and subcontractors shall have the right to enter

all areas of the Premises on reasonable prior notice to the Landowner for the purpose of conducting inspections and/or monumenting boundaries of the Easement.

12. Landowner's Representations. Landowner hereby acknowledges, represents, warrants and agrees that Landowner it is the sole owner of the Premises and has the full right, title and authority to convey the Easement on the Premises.

13. Miscellaneous Provisions.

- a. This Agreement cannot be altered or amended except by a written instrument signed by both parties to this Agreement.
- b. A waiver of any breach of this Agreement must be set forth in writing signed by the party who has the right to enforce the breach. Any waiver of any breach shall not operate or be construed as a waiver of any subsequent breach.
- c. This Agreement, including all Exhibits hereto, constitutes the entire agreement between Landowner and the City.
- d. This Agreement may not be assigned by Landowner without the prior consent of the City.
- e. This Agreement shall apply to, inure to the benefit of, and bind the parties, and their respective heirs, executors, administrators, successors and assigns.
- f. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- g. This Agreement shall be governed by the laws of the State of New York.
- h. The parties agree to cooperate with each other in providing additional documentation or in taking whatever steps reasonably necessary to fulfill the objectives of this Agreement.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

TOWN OF NEWBURGH

Dated _____

By: _____

Name:

Title:

Day Time Phone Number, including area code

CITY OF NEW YORK

Dated _____

By: _____

Name:

Title:

NYC Department of Environmental Protection

Approved as to form by standard type of class:

Acting Corporation Counsel

Date _____

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF)
) ss.:
COUNTY OF)

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

NOTARY PUBLIC

ACKNOWLEDGMENT BY CITY OF NEW YORK

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

On the _____ day of _____ in the year 2014, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of Environmental Protection of the CITY OF NEW YORK, a municipal corporation of the State of New York, the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "B"

ASSIGNMENT OF CONDEMNATION AWARD

KNOW ALL MEN BY THESE PRESENTS that Town of Newburgh (hereinafter referred to as the "ASSIGNOR") , having its principal offices at 1496 Route 300

Newburgh, NY 12550, for and in consideration of the sum of One Thousand Two Hundred Dollars and no cents (\$1,200.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, has sold, assigned, transferred and set over unto THE CITY OF NEW YORK, a municipal corporation having its principal office at the City Hall, Borough of Manhattan, City of New York, (hereinafter referred to as the "ASSIGNEE") and the ASSIGNEE'S successor and assigns, for its own benefit, use and behalf forever, any all awards and any interest thereon that may be made in a certain condemnation proceeding now pending in the Supreme Court, Orange County, entitled:

XXXX

Index No. XXXX,

XXXX

for the taking of all interest in certain lands and premises together with the improvements thereon erected, situated in the Town of Newburgh, County of Orange, and State of New York, known and designated as a portion of Danskammer Road, and being Damage Parcel 21 on the Damage Map in said condemnation proceeding (as more particularly described in the annexed schedule).

The ASSIGNOR hereby constitutes and appoints the ASSIGNEE herein and the ASSIGNEE'S successors and assigns, his/her true and lawful attorney and attorneys

irrevocable with full power of substitution for him/her and in his/her name or otherwise but for the sole use and benefit of the ASSIGNEE and its successors and assigns, to demand, sue for, collect, receive and give acquittances for the said award or awards and any interest thereon or any part thereof.

The ASSIGNOR hereby covenants and warrants that on XXXX, the date on which title to said property vested in THE CITY OF NEW YORK in the above-referenced condemnation proceeding, that the said award made or to be made was and is free and clear of all liens, fixture claims, encumbrances, claims and rights of other persons and that the said ASSIGNOR has full right and title to assign the same; that no person or persons other than the undersigned ASSIGNOR has any right, title or claim to any portion of said award or awards.

IN WITNESS WHEREOF, the ASSIGNOR has hereunto set (his) (her) (their) name and seal this XX day of XXXX, 20XX.

TOWN OF NEWBURGH

By: _____
Name:
Title:

ACKNOWLEDGMENT

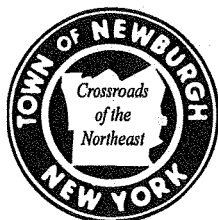
STATE OF)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 2014, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the

individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

NOTARY PUBLIC

11-C



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Acting Supervisor
FROM: Todd DePew, Highway Superintendent
DATE: October 14, 2014
RE: Transfer Request

I would like to request the following budget transfer could you please put this on the agenda for the next meeting:

FROM:	TO:	AMOUNT:
030.5140.0466	030.1910.0499	\$3,550.00
Drainage/Operating Supplies	Unallocated Insurance	

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

TD:ch
cc: R. Clum, Accounting
J. Platt, DPW Commissioner

<C>urr/<N>ext Year? C Fiscal Year: 2014

Sort By Date: OFF

01/01/1990 To 12/31/9999 Period: 01 To 12

Incl. Pr.13 Enc.? Y

030-1910-0499-

HIGHWAY FUND

APPROPR: 103100.00

UNALLOCATED INSURANCE

OTHER EXPENSES

LN DATE VENDOR TRANS# PO# VOUCH# CHECK# ENCUMBRANCE

01 11/21/13 WM SMITH P 14002 47542.02

02 7/07/14 WILLIAM A. 8459 142963 65603 45980.73

03 8/11/14 HCC PUBLIC 8504 143509 65976 2144.73

04 8/11/14 HCC PUBLIC 8504 143510 65976 1051.12

05 8/25/14 HCC PUBLIC 8519 143730 66106 5746.83

06 9/19/14 WILLIAM A. 8550 144183 592.33

TOTALS:	103057.76
BUDGET BALANCE:	42.24
C To Cont _	

over budget
need transfer

per Todd Drainage

\$\$\$ 3550

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 20th day of
October, 2014 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor
And Councilman

George Woolsey, Councilman

Elizabeth J. Green, Councilwoman

Paul I. Ruggiero, Councilman

RESOLUTION OF THE TOWN
BOARD CONFIRMING LEAD
AGENCY IN COORDINATED
REVIEW UNDER SEQR FOR
HUDSON VALLEY CASINO AND
RESORT

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

WHEREAS, the Town Board of the Town of Newburgh has received an application from Hudson Valley Casino & Resort, LLC, requesting consideration and adoption of a zoning amendment to create a "Resort Overlay" zoning district, and to designate the proposed site of the Hudson Valley Casino & Resort, at the northwesterly quadrant of the crossroads of Route 17K and Interstate 87 (NYS Thruway), within that Overlay District, which District regulations would also require site plan approval by the Town of Newburgh Planning Board as a predicate to construction of the Casino and Resort Project; and

WHEREAS, by Resolution duly adopted at a Special Meeting of the Town Board on September 15, 2014, the Town Board determined that the Proposed Action, which includes the zoning amendment and all other aspects of the proposed development project, is subject to SEQR and is a Type I Action, and further directed that Notice be sent to all Involved and Interested Agencies that the Town of Newburgh Town Board intended to serve as Lead Agency for the coordinated review of the Proposed Action; and

WHEREAS, such Notice, together with copies of the Application, the Full EAF Part 1 and Location Map, was thereafter duly circulated to all Involved and Interested Agencies, as evidenced by proof of service on file with the Town Clerk's Office; and

WHEREAS, more than 30 days have elapsed since the circulation of the Notice, and no agencies have objected to the Town Board's proposal to serve as SEQR Lead Agency;.

NOW THEREFORE, BE IT RESOLVED, that the Town Board confirms that it will serve as Lead Agency for the review of the Proposed Action as described in the Lead Agency Notice, and carry out the duties of the Lead Agency as set forth in the SEQR Regulations.

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

George Woolsey, Councilman _____ voting _____

Elizabeth J. Green, Councilwoman _____ voting _____

Paul I. Ruggiero, Councilman _____ voting _____

Gilbert J. Piaquadio, Deputy Supervisor and Councilman voting _____

This resolution was thereupon declared duly adopted.