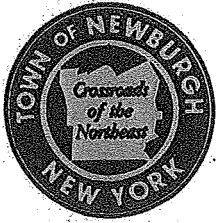


ANDREW J. ZARUTSKIE  
Town Clerk  
1496 Route 300  
Town of Newburgh, New York 12550  
Telephone 845-564-4554

**WORKSHOP MEETING AGENDA**  
**Monday, March 21, 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. POLICE:
  - A. Purchase of Computer Equipment
  - B. Hiring of two full time Police Officers
  - C. Hiring of one part time Police Officer
7. CODE COMPLIANCE:
  - A. Start Hiring Process for part time Assistant Fire Inspector
  - B. Start Hiring Process for full time Clerk to the Planning Board
  - C. Purchase of Video System
8. RECREATION:
  - A. Solar Emergency Phone
  - B. Grounds Maintenance—Chadwick Lake
  - C. Subdividing Gunsch Property
  - D. Bus Bid Opening
  - E. Hiring of two part time Laborers
9. ANIMAL CONTROL:
  - A. T-94 Withdrawal
  - B. Hiring of full time Animal Control officer
10. ENGINEERING:
  - A. Landscape Estimate: Dunkin Donuts
  - B. Landscape Security: CVS
  - C. Stormwater Security: CVS
11. TOWN BOARD: Approval of Town Handbook
12. HIGHWAY:
  - A. Leaf and Brush Pick Up
  - B. Rejection of Cold Milling Bid
  - C. Road Dedications
13. INTERMUNICIPAL AGREEMENT
14. ADJOURNMENT



6A

## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell  
Chief of Police

(845) 564-1100

March 14, 2016

To: Town Board

From: Chief Donald B. Campbell

Subject: Authorization to Purchase Equipment using T-90 Account

I am requesting your authorization to use funding in the T-90 account to purchase updated equipment that will be utilized for departmental training and monthly training provided to the Banker's Association. In the beginning of the year the department received \$3,000.00 from the Bankers' Association which was deposited into the T-90 account.

We would like to use some of that funding to purchase a Dell 1610HD Projector, Dell Carrying Case, Projector Screen, Dell Bluetooth Speakers and Dell Latitude E7450 Ultrabook/Laptop Computer for a total cost of \$2,342.69. As done in the past all items will be purchased through the Town of New Windsor's IT Department off of NY State contract, contract # 56AHC.

Respectfully Submitted:

Donald B. Campbell  
Chief of Police



# Quote 1022879030644.1

## TOWN OF NEW WINDSOR

Salesperson	Quote Details	Billing Details
<b>Salesperson Name</b> Nicholas Yount	<b>Quote Date</b> 03/01/2016	<b>Company Name</b> TOWN OF NEW WINDSOR
<b>Salesperson Email</b> Nicholas_Yount@Dell.com	<b>Quote Validity</b> 03/31/2016	<b>Customer Number</b> 6668703
<b>Salesperson Phone</b> 18009993355	<b>Solution ID</b> -	<b>Phone Number</b> 1 (914) 5634617
<b>Salesperson Extension</b> 7250393		<b>Address</b> 555 UNION AVE NEW WINDSOR NY 12553 US

### Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell 1610HD Projector - US	1	\$821.44	\$821.44
Dell Soft Carrying Case - 1850	1	\$57.26	\$57.26
100IN DIA MODEL B MANUAL SCREEN MATTE WHITE 43 60X80IN	1	\$91.15	\$91.15
Dell 2.1 Bluetooth Speaker System (33W) - AC411	1	\$59.99	\$59.99
		<b>Subtotal</b>	<b>\$1,029.84</b>
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<b>\$1,029.84</b>

Dell Quote: 1022879030644.1 - TOWN OF NEW WINDSOR

Sales Person: Nicholas Yount

*Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.*

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,  
Nicholas Yount

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Product Details by Shipment

### Shipping Group 1

Shipping Contact:	PATRICK MANGAN	Subtotal	\$1,029.84
Shipping Phone No:	1 (845) 5634606	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	TOWN OF NEW WINDSOR	Environmental Fee	\$0.00
	555 UNION AVE	Total	\$1,029.84
	NEW WINDSOR		
	NY 12553-6196		
	US		

Description	Quantity	Unit Price	Subtotal Price
<b>Dell 1610HD Projector - US</b>	1	\$821.44	\$821.44

Estimated Delivery Date: 03/07/2016  
 Contract Code: 56AHC  
 Customer Agreement No: PM20820/1000041162

224-8089	Dell 1610HD Projector	1	-	-
907-7051	Projector Advance Exchange Limited Warranty Coverage, 1Yr Extended.	1	-	-
908-1548	Dell Hardware Limited Warranty, Extended Year(s)	1	-	-
908-1567	Dell Hardware Limited Warranty, Initial Year	1	-	-
922-1650	Projector Advance Exchange 1Yr Limited Warranty. Lamp Limited Warranty is 90Days from original invoice	1	-	-
907-7061	Accidental Damage Protection, 2 Year	1	-	-

Description	Quantity	Unit Price	Subtotal Price
<b>Dell Soft Carrying Case - 1850</b>	1	\$57.26	\$57.26

Estimated Delivery Date: 03/07/2016  
 Contract Code: 56AHC  
 Customer Agreement No: PM20820/1000041162

330-6580 Dell Soft Carrying Case - 1850 1 - -

Description	Quantity	Unit Price	Subtotal Price
100IN DIA MODEL B MANUAL SCREEN MATTE WHITE 43 60X80IN	1	\$91.15	\$91.15

Estimated Delivery Date: 03/09/2016  
 Contract Code: 56AHC  
 Customer Agreement No: PM20820/1000041162

A1182257 100IN DIA MODEL B MANUAL SCREEN MATTE WHITE 43 60X80IN 1 - -

Description	Quantity	Unit Price	Subtotal Price
Dell 2.1 Bluetooth Speaker System (33W) - AC411	1	\$59.99	\$59.99

Estimated Delivery Date: 03/07/2016  
 Contract Code: 56AHC  
 Customer Agreement No: PM20820/1000041162

520-AAIP Dell 2.1 Bluetooth Speaker System (33W) - AC411 1 - -

## Important Notes

### Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty ([www.dell.com/warrantyterms](http://www.dell.com/warrantyterms)).

If this purchase is intended for resale: Dell's Reseller Terms of Sale ([www.dell.com/resellerterms](http://www.dell.com/resellerterms)).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms ([www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



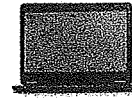
# Latitude E7450 14" Ultrabook

Print

## Selected Components

My Selections : All Options

Date	Catalog Number
3/7/2016 1:39:13 PM Central Standard Time	84 Retail RC1125241



Latitude E7450 14" Ultrabook

Price **\$1,312.85**

Estimated Ship Date:  
Available to ship in 4 - 6 business days

Category	Description	Product Code	Qty	SKU	Id
Intel CPU Information	Intel® Core™ i7-5600U (Dual Core, 2.6GHz, 4M cache, 15W)	I75600	1	379-BCBE	149
Operating System	Windows 7 Professional, 64-bit, English	W7PN61E	1	389-BCNL 619-AFJP	11
System Configuration	Intel® Core™ i7-5600U Processor, UMA graphics, Smart Card	7USCEV	1	338-BFKD	146
Microsoft Application Software	No Productivity Software	NOPSW	1	421-3872	1002
Memory	8GB (2x4GB) 1600MHz DDR3L Memory	8G2D6	1	370-AAQJ	3
Hard Drive	2.5 inch 256GB SATA Class 20 Solid State Drive	256SDM	1	400-AEPQ	8
Encryption Software	DDPE Enterprise Edition License + ProSupport for Software 3 Year	PDEE3Y	1	421-9983 954-3463	156
Wireless	Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2X2)	7265W	1	555-BBYR	19
Keyboard	Internal Single Pointing Keyboard (English)	KISFZE	1	580-ACKJ	4
Systems Management	Intel Management Engine Components Installer	UMID	1	631-AA MW	49
PalmRest	No Fingerprint Reader or Smartcard Reader for Single Point	PWOSECS	1	346-BBLU	55
LCD	14" FHD (1920 x 1080) Anti-Glare (16:9) WLED, Camera and Microphone, WLAN/WWAN support	NFCMWW	1	319-BBCZ 391-BBTE	760
Labels	Intel® Ultrabook Logo	UTRABK	1	389-BCVY	750
Primary Battery	4-cell (54Whr) Lithium Ion battery with ExpressCharge™	4CELL	1	451-BBKB	112
Carrying Cases	Dell Professional Topload 14.1"	14PROT	1	460-BBLH	118
Docking Solutions	No Docking Station	NONE	1	452-BBSE	271
Protect your new PC	No Security Software	NOSS	1	650-AAAM	1014
Operating System Recovery Options	Recovery Media for Genuine Windows® 7 Professional, 64bit, English	M7P61E	1	620-AAKP	200013
Power Supply	65 Watt AC Adaptor	65W3P	1	450-AAYT	1015



Category	Description	Product Code	Qty	SKU	Id
Diagnostic CD / Diskette	Resource DVD	RDVD	1	340-AKTK	50
Dell Latitude E7450	Dell Latitude E7450 CTO	E7450T	1	210-ADBD	1
Mobile Broadband	Qualcomm Gobi™ 4G LTE Wireless Card (Dell Wireless™ DW5808E for Verizon)	7W5808V	1	556-BBHP	114
Absolute Computrace	None		1		351
All in one Solution	No Stand	NOSTND	1	575-BBCH	558
Hard Drive Software	No Intel Rapid Start or Smart Connect	NONE	1	551-BBBJ	707
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	1	340-AGIK	21
Chassis Options	mSata Interposer	CHAS	1	321-BBKW	116
Keyboard Lattice	US Keyboard Lattice, Singlepoint, eDock	LTUSS2E	1	583-BCOI	200227
Non-Microsoft Application Software	Additional Software 7	WIN7	1	658-BBNF 422-0007 640-BBLW 422-0052 340-AATY 640-BBDI 340-AKUE 640-BBEU 340-ADFZ	1003
Placemat	Quick Reference Guide in English, Spanish, French	PLMTESF	1	340-ANHE	60
Label	Regulatory Label	REGLBL	1	389-BEWX	676
Processor Branding	Intel® Core™ i7 Label	COREI7	1	338-BCVI	749
UPC Label	NO UPC LABEL	NOLBL	1	389-BCGW	292
Dell Backup & Recovery	OS Recovery	DBRASC6	1	637-AAAS	200076
Cable	Power Cord, US	PWRUS	1	450-AAEJ	20
Driver	Driver for Dell Wireless 7265	7265DR	1	555-BCEK	7
Theft Protection Solution	None		1		478
Second Battery	None		1		113
TAA	No TAA	NOTAA	1	340-ACQQ	97
Transportation from ODM to region	Standard Shipment	STND	1	800-BBGT	200080
Order Information	Non-Canada orders only	USNONE	1	332-1286	111
Packaging	Ship Material, Mix-Model, eDock	DSHPMX	1	340-AMIZ 340-AAPP	465
DVI to VGA Adapter	No Accessories	NONE	1	461-AABV	592
Keyboard	None		1		1691
External Speakers	None		1		200095
Mouse	No Mouse Selected	NOMSE	1	570-AADK	12
Hardware Support Services	3 Year Hardware Service with In-Home/Onsite Service After Remote Diagnosis	NBD3	1	997-9463 997-9464	29
Accidental Damage Service	None		1		33
	None		1		30

Category	Description	Product Code	Qty	SKU	Id
Extended Battery Service					
Keep Your Hard Drive	None		1		159
E-Star	ENERGY STAR 6.0	ESTAR	1	387-BBID	122
Logistics - Drop in Box Accessories	None		1		350

## How to contact Dell

Phone	Fax	Address
800-915-3355	800-317-3355	Dell Inc. One Dell Way, Round Rock, Texas 78682

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Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. \*\* Orders with Custom Factory Integration might require additional processing time.

<sup>^</sup>Dell Business Credit: OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance.

<sup>\*\*</sup>Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

<sup>1</sup>Subject to applicable law and regulations.

bB

*Breaker*



# TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Charlene M Black, Personnel Director

*CB*

Date: March 15, 2016

Re: Full Time Police Officers

---

Please find attached letters and employee request forms for, Aaron McGrady and John Rader, that Police Chief Campbell has recommended. They both have had their backgrounds and psychological testing done, which came back favorably. To save time, I had both gentlemen come in to do their paperwork and have their fingerprinting done. According to Orange County Civil Service they do not require a physical. They are both Certified Police Officers and will come in at the salary of \$55,428.00 a year. They both are transfers and have been pre- approved by Orange County Civil Service. The start date will be March 24, 2016. Thank you in advance for your approval on these two gentlemen.



## **TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
**CHIEF OF POLICE**

**Phone: (845) 564-1100**  
**Fax: (845) 564-1870**

March 14, 2016

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Aaron McGrady as a full-time police officer at a starting rate of pay of \$55,428 per year. A full background check including psychological exam and fingerprinting has been completed on Mr. McGrady. I am requesting Mr. McGrady receive a start date effective March 24, 2016. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell", is written over the typed name.

Donald B. Campbell  
Chief of Police

TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Aaron Mc Grady

DEPARTMENT: Police Department

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full Time

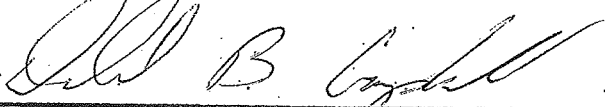
HOURLY RATE: \$55,428 per year

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 001 - 3120 - 0100 - 000

PROPOSED HIRE DATE: 3/24/16

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



DEPARTMENT HEAD SIGNATURE

3/10/16

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



## **TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
**CHIEF OF POLICE**

**Phone: (845) 564-1100**  
**Fax: (845) 564-1870**

March 14, 2016

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire John Rader as a full-time police officer at a starting rate of pay of \$55,428 per year. A full background check including psychological exam and fingerprinting has been completed on Mr. Rader. I am requesting Mr. Rader receive a start date effective March 24, 2016. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell", is written over the typed name.

Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: John Rader

DEPARTMENT: Police Department

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full time

HOURLY RATE: \$55,428 per year

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: 3/24/16

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

3/10/16  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

60  
Brenda

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board  
Ron Clum, Town Accountant

From: Charlene M Black, Personnel

Date: March 15, 2016

Re: Part time Police Officer

---

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





## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
**CHIEF OF POLICE**

**Phone: (845) 564-1100**  
**Fax: (845) 564-1870**

March 14, 2016, 2016

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Police Officer Position

I am requesting authorization to hire Stephen Toth as a part-time police officer at a rate of \$24.00 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. A full background check has been completed on Mr. Toth and I am requesting Mr. Toth receive a start date effective March 24, 2016 pending results of his physical exam. This is a budgeted position that is currently vacant (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell".

Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Stephen Toth

DEPARTMENT: Police Department

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Part time

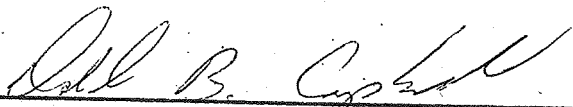
HOURLY RATE: \$24.00 per hour

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: 3/24/14

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

  
DEPARTMENT HEAD SIGNATURE

3/14/14  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

7A+B

# 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

March 10, 2016

From: Gerald Canfield



Code Compliance Supervisor

Re: Hiring process for Part Time Asst. Fire Inspector and Replace Retired Annie Lamela

I am requesting authorization to commence the hiring process for two positions in my department. The first is a part time Fire Inspector which was vacated due to the retirement of Tom Dubetsky. The second is a full time clerical position soon to be vacated by Annie Lamela. Annie's retirement date is April 12<sup>th</sup>.

Cc: Charlene Black Personnel Director

Councilman Paul Ruggiero Liaison

7 C



Security Systems, Inc.

Honeywell  
Security and Comfort Solutions

sales@d-ben.com  
www.d-ben.com  
Lic. 12000080435

P.O. Box 10664 \* Newburgh, NY 12552 \* (845) 565-4024 \* (845) 565-1967 Fax

# Proposal

Proposal Submitted To: <b>Town of Newburgh</b>		Phone	Date <b>2/17/2016</b>
Street	Job Name <b>Code Compliance</b>		
City, State and Zip Code	Job Location		

**Installation of a Camera System consisting of:**

1 - Openeye Eslim16-2t 16 Ch embedded Dvr 2tb Hard Drive \$ 95.00	1,385.00	1 - 12vdc 16 channel 1.85 amp power supply \$	
1 - 17" vga monitor \$	145.00	1 - Apc300va Ups \$	65.00
1 - KT&c Vne101nuv18 750 Lines of Res. 80' Ir Varivocal (exterior)			\$ 525.00
1 - KT&c Vne101nuv18 750 Lines of Res. 80' Ir Varivocal (exterior)			\$ 525.00
1 - KT&c Vne101nuv18 750 Lines of Res. 80' Ir Varivocal (exterior)			\$ 525.00
1 - KT&c - Dsp81nub 750 Lines Res. Low Light Color Dome Camera (interior)			\$ 375.00
1 - KT&c - Dsp81nub 750 Lines Res. Low Light Color Dome Camera (interior)			\$ 375.00
1 - KT&c - Dsp81nub 750 Lines Res. Low Light Color Dome Camera (interior)			\$ 375.00
1 - KT&c - Dsp81nub 750 Lines Res. Low Light Color Dome Camera (interior)			\$ 375.00

**Total \$ 4,765.00**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETE IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON

AUTHORIZED SIGNATURE

84



# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

March 14, 2016

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Solar Emergency Phone Towers for Chadwick Lake Park

I would like to place the above topic on the agenda for the March 21<sup>st</sup> Workshop Meeting.

I have attached the Solar Powered Emergency Phone Tower product features and specifications along with a quote from Rath Security. We would like to place a tower on each side of the Chadwick Lake Park trail. We would also request transferring funds from the Parkland Trust Fund to finance this project.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

Attachments



# Solar Powered Emergency Tower Model 2100-TS

## Product Specification

### 1.0 GENERAL DESCRIPTION

- 1.1 The Solar Emergency Phone Tower is required to eliminate the need to trench for electrical and phone lines.
- 1.2 The Tower shall be rectangular in appearance and made of continuous steel construction. It shall stand 9' from the base to the top of Tower. The word "EMERGENCY" with bright reflective lettering shall be located on all four sides and each letter shall be a minimum of 3" in height. The phone shall be compliant with the American with Disabilities Act (ADA) and be powered with a solar panel accompanied with a battery for power storage.
- 1.3 The emergency communication component shall comply with the ADA. The Phone shall have the ability to be programmed with up to 5 emergency phone numbers. Upon activation of the emergency push button; a call will be automatically placed, the strobe shall instantaneously flash until the call has been disconnected by the called party.

### 2.0 CONSTRUCTION

- 2.1 The Tower shall be constructed of 11 gauge powder coated hot rolled steel that is weatherproof and manufactured with a weather and corrosion resistant finish.
- 2.2 The Tower is to stand 9' tall from base to top, 10 3/4" wide and 6" deep and all aspects of its construction will be vandal resistant.
- 2.3 The Phone plate shall be made of 12 gauge Stainless Steel and be 11 1/4" inches high and 8 1/4" inches wide and will attach to the Tower using 6 Stainless Steel screws.
- 2.4 The Phone button shall be located approximately 48" above the base to ensure conformance with the ADA requirements.
- 2.5 The Tower must have a Braille faceplate stating 'EMERGENCY PHONE' 'PUSH FOR HELP' to ensure conformance with ADA requirements.



Made in the USA  
2 Year Warranty

N56 W24720 N. Corporate Circle · Sussex, WI 53089  
866-850-8854 · 262-246-4828 (fax) · [www.rathsecurity.com](http://www.rathsecurity.com)

02/16  
Ver: 3



# Solar Powered Emergency Tower Model 2100-TS

## Product Specification

- 2.6 The base of the Tower shall be 5/8" in thickness, welded to body of Tower with 4 built in 1" mounting holes to attach to a concrete mounting pad.
- 2.7 The strobe shall be mounted on an aluminum pipe extension on top of the Tower. Strobe will come fully assembled. The extension shall be 30" long.
- 2.8 The strobe electronics access opening shall be 7 1/4" high and 6 3/4" wide and located on the back of the Tower.
- 2.9 Phone electronics and most electrical connections must be housed in a NEMA 4 enclosure within the Tower.
- 2.10 The Tower shall have a rear access panel located on the back of the tower, directly behind the phone plate. The panel provides access to the electrical and phone connections.
- 2.11 The Tower must have a rear access door located less than 2 feet above ground to allow for solar battery installation and maintenance.

### 3.0 MOUNTING

- 3.1 The Tower is constructed of steel that is of one continuous piece with a welded internal base 5/8" thick containing four built in mounting holes. A template for installing the anchor bolts is to be included. The unit shall be mounted on a concrete pad with 3/4" galvanized anchor bolts, galvanized nuts and washers (available for purchase Rath #7476 or #7477).
- 3.2 Solar panel is to be mounted at the top of the Tower, affixed to the 30" aluminum extension below the strobe. It shall be at least 85 WATTS and not to exceed 145 WATT. A mounting bracket is provided.

### 4.0 ELECTRICAL

- 4.1 The Phone shall be powered by a solar panel along with a 90 amp hour battery for energy storage.
- 4.2 The power consumption cannot exceed 2.5 amps with a fully active phone, cellular unit, strobe, beacon, faceplate LED and power supply.



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2 Year Warranty

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02/16  
Ver: 5



# Solar Powered Emergency Tower Model 2100-TS

## Product Specification

### 5.0 LIGHTS

- 5.1 The dual element light shall be located at the top of the Emergency Phone Tower. The light shall contain a strobe and a constant-on beacon.
- 5.2 The strobe shall be activated upon pushing of the emergency phone button. It shall have an LED cluster and flash at a rate of a minimum of 60 flashes per minute.
- 5.3 The beacon shall provide continuous, steady illumination and will utilize an LED cluster as its light source.
- 5.4 A Photocell shall be offered as an option to allow for the deactivation of the beacon during daylight hours.
- 5.5 A single element strobe shall be offered as an option. The strobe shall be activated upon pushing of the Emergency Phone button.
- 5.6 Strobes must also be available in custom colors.
- 5.7 An optional additional strobe must be available for a "Service Indicator" light.

### 6.0 COMMUNICATIONS

- 6.1 The unit shall have an ADA compliant and vandal resistant speaker phone.
- 6.2 The phone shall be a push once to talk phone. Once the button has been pushed, the phone will call programmed emergency numbers. The phone must be capable of being programmed with up to 5 emergency numbers.
- 6.3 The phone shall have Location Message capability. Phone must have a minimum 18 second recordable message capability programmable to play once, twice, or continuously until \* is pressed by called party. Phone shall notify called party of the location of the call upon being received at the emergency dispatch center.



Made in the USA  
2 Year Warranty

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866-850-8854 · 262-246-4828 (fax) · [www.rathsecurity.com](http://www.rathsecurity.com)

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Ver: 5





# Solar Powered Emergency Tower Model 2100-TS

## Product Specification

- 
- 6.4 Phone shall be capable of allowing the called party to replay the phone location message if necessary to ensure an understanding of the location of phone tower.
- 6.5 Once call has been made (button pushed), the call can only be terminated by the called party.
- 6.6 Phone plate must have a red LED that will light up upon push of the button. The light shall be a solid color when the phone is activated and will flash when call has been answered.
- 6.7 The Phone must be capable of being programmed and reprogrammed on-site at the Tower. Line powered phones and Dip Switch programming are not acceptable.
- 6.8 The phone must have a built in phone line consolidator feature. Phones must be capable of sharing phone lines with up to 10 Rath Security SmartPhones if required by end user to reduce operational cost.
- 6.9 Communication options must include: Analog, VoIP, WI-FI VoIP, Cellular (both CDMA & GSM), 900 MHz, and 2-Way Radios.
- 6.10 Standard Phone features:
- Programmable with up to 5 emergency phone numbers
  - Weatherproof speaker
  - Weatherproof microphone
  - Operating temperature of between -40°F to +150°F (-40° to + 65°C)
  - Programmable passwords
  - On-site or remote programmable
  - EEPROM memory to protect programming
  - Adjustable speaker and microphones levels
  - Programmable location message with human voice recognition
  - Programmable conversation time
  - 2 button – 2 number capability
  - Remote and on-site diagnostic testing
  - Ability to control additional accessories (cameras, speakers)



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2 Year Warranty

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02/16  
Ver: 5



# Solar Powered Emergency Tower Model 2100-TS

## Product Specification

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### 7.0 FINISH

- 7.1 Unit shall be powder coated white with a weatherproof and corrosion resistant finish. End user must be capable of requesting custom colors.
- 7.2 Unit must be UV resistant.

### 8.0 GRAPHICS

- 8.1 All wording shall be made of highly reflective vinyl lettering.
- 8.2 The standard text such as "EMERGENCY" shall be available in blue with each letter to be a minimum of 3" in height to meet ADA.
- 8.3 Text shall be available in custom colors upon request.

### 9.0 OPTIONS

- 9.1 Tower shall be available with custom colors, lettering, and faceplate engraving per customer's request.
- 9.2 Wireless Communication options shall include Cellular, WI-FI VoIP, 900 MHz, and 2-Way Radio.
- 9.3 Both dome cameras and 'pinhole' camera options must be available from manufacturer. Wireless cameras must be capable of storing data on a 32G SD card or larger.



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2 Year Warranty

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Ver: 5



# Solar Powered Emergency Tower Model 2100-TS

## Product Specification

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### 10.0 WARRANTY

10.1 The unit shall be warranted against factory defects for a period of two years.

### 11.0 MANUFACTURER

The manufacturer shall be:  
Rath Security  
N56 W24720 North Corporate Circle  
Sussex, WI 53089  
866-850-8854  
Website: [www.rathsecurity.com](http://www.rathsecurity.com)



Made in the USA  
2 Year Warranty

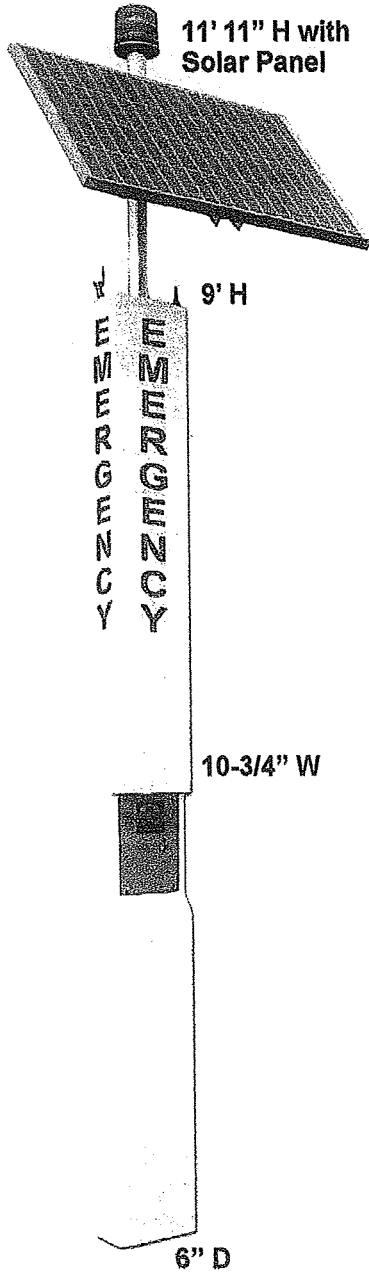
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02/16  
Ver: 5



# 9' Solar Tower



## Standard Features

- Calls up to 5 phone numbers
- Remote or on-site programmable
- Location message
- Blue beacon/strobe with photocell
- Recessed illuminated face plate
- Call assurance LED
- Blue strobe
- White powder coating with blue lettering
- 11 gauge steel
- ADA compliant
- 2 year warranty

## Optional Features

- Dome Camera
- Discrete View™ Camera
- Siren
- Custom colors and lettering
- Amber or red strobe
- Service indicator

## Communication Options

- Landline
- Cellular (GSM & CDMA)
- 2-Way Radio
- 900 MHz
- VoIP
- Wi-Fi VoIP

## Power

- 12vdc 90 amp hour battery charged by 85 or 145 watt solar panel

## Model Numbers (Solar)

- 2100- TSC34 (85 watt Solar, Cellular, Beacon/Strobe & Photocell)
- 2100- TSC36 (140 watt Solar, Cellular, Beacon/Strobe & Photocell)
- 2100- TS936 (140 watt Solar, 900 MHz, Beacon/Strobe & Photocell)
- 2100- TSW34 (85 watt Solar, Wi-Fi VoIP, Beacon/Strobe & Photocell)
- 2100- TST34 (85 watt Solar, 2-Way Radio, Beacon/Strobe & Photocell)

## Color Options

- |   |   |
|---|---|
| <input type="checkbox"/> White (Standard) | <input type="checkbox"/> Campus Green         |
| <input type="checkbox"/> Red Letter       | <input type="checkbox"/> Postal Blue          |
| <input type="checkbox"/> Equipment Blue   | <input type="checkbox"/> Architectural Bronze |
| <input type="checkbox"/> Safety Yellow    |   |

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 866-850-8854 • 262-246-4828 (fax) • www.rathsecurity.com



Made in the USA



## ***Tower Site Preparation Instructions***

### **9' Tower**

#### **Dimensional Specifications:**

**Height:** 9'  
**Width:** 10.75"  
**Depth:** 6"  
**Thickness:** 11 Gauge  
**Total Steel Weight:** 140 lbs.

#### **Included in Package:**

1. Tower Mounting Template for concrete pad
2. New Concrete - Four  $\frac{3}{4}$ " x 12" galvanized anchor bolts, four galvanized nuts, and four  $\frac{3}{4}$ " lock washers or existing concrete (description)\*

#### **Site Preparations:**

1. Dig a 3' by 3' square "pad" that is a minimum of 8-10" deep
2. Pour concrete a minimum of 8" deep and 3' by 3' square
3. Insert the  $\frac{3}{4}$ " x 12" galvanized rods per mounting template provided
4. A minimum of 2" of thread must be exposed above level of concrete
5. If wired tower, position conduit that will contain the electrical and phone wiring into center of the concrete pad per the mounting template
  - a. When running the wire, provide at least 48" of wiring above the concrete pad
6. Let concrete set for a minimum of 48 hours to cure

\*If you did not purchase mounting hardware and would like to, please order Rath kit #7476 for new concrete and Rath kit #7477 for existing concrete.

88



## TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

March 11, 2016

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Grounds Maintenance Service at Chadwick Lake Park

The Recreation Department has received three quotes for the grounds maintenance service at Chadwick Lake Park. Attached are the individual quotes.

At this time, I am requesting your approval to accept the lowest quote received from Lynn Warren Landscaping at a weekly price of \$350.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

Attachments

TOWN OF NEWBURGH

SUMMARY OF QUOTATION FORM

Section V

REQUESTED BY: RECREATION DEPT.

DATE PREPARED: MARCH 11, 2016

ITEM/SERVICE PURCHASED

LYNN WARREN LANDSCAPING GROUNDS MAINTENANCE AT CHADWICK LAKE PARK

VENDOR NAME

LYNN WARREN LANDSCAPING R. BREWER LANDSCAPING GREEN ACRES

ADDRESS

1450 RT. 300 1789 RT. 300 33 NEW ROAD

CITY/STATE/ZIP

NEWBURGH, NY 12550 NEWBURGH, NY 12550 NEWBURGH, NY 12550

PHONE #

564-8760 566-1054 534-0339

CONTACT PERSON

LYNN WARREN RODNEY BREWER FRANK FOSTER

PRICE QUOTED

\$350.00 \$450.00 \$497.00

EXPIRATION DATE

- - -

VENDOR CHOSEN

LYNN WARREN LANDSCAPING

\*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

DEPARTMENT HEAD SIGNATURE

DATE:

3/15/16

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

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# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

March 11, 2016

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Subdividing Gunsch Property

I would like to place the above topic on the agenda for the March 21<sup>st</sup> Workshop Meeting. The discussion would be in regard to beginning the process of subdividing the Gunsch property for potential sale.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner





# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

8D

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

March 8, 2016

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2016 Bus Bid Opening

Sealed bids were opened on Friday, February 26<sup>th</sup>. Two bids were received on charter bus destinations and two bids received on school bus destinations. Attached are the bids received from each vendor.

At this time I would like to request the Town Board select both Leprechaun Lines and West Point Tours as determined by the lowest bid for each destination as per the attached.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

**Bus Trips --- Town of Newburgh Recreation --- 2016**  
49 or 55 passenger Motor Coach with lavatory and DVD player

Item #	Date of Trip	Destination (All are round trip)	Depart Time	Approx. Return Time	# of Buses Needed	Leprechaun Lines 56 ps	West Point Tours 55 ps
1	3/21/16	Villa Roma Callicoon NY	9:00am CLP	6:00pm CLP	1	<del>\$807</del>	\$825
2	3/30/16	Ehrhardt's Hawley PA	9:00am CLP	5:15pm CLP	1	<del>\$807</del>	\$825
3	4/28/16	The Bardavon Poughkeepsie NY	12:45pm CLP	4:30pm CLP	1	\$695	<del>\$685</del>
4	4/12/16	Saratoga Casino Saratoga NY	9:00am CLP	6:30pm CLP	1	\$1067	<del>\$1025</del>
5	4/16/16	New England Carousel Museum Bristol CT	9:00am RC	5:00pm RC	1	<del>\$828</del>	\$1025
6	4/20/16	Hunterdon Hills Playhouse Hampton NJ	9:30am CLP	5:30pm CLP	1	\$1132	<del>\$895</del>
7	5/11/16	Westchester Dinner Theatre Elmsford NY	9:30am CLP	5:30pm CLP	1	\$944	<del>\$750</del>
8	5/21/16	Mohegan Sun Wilkes Barre PA	9:00am RC	6:30pm RC	1	<del>\$992</del>	\$995
9	6/9/16	Historic Huguenot St, New Paltz NY Water St Market, New Paltz NY	9:45am CLP	5:00pm CLP	1	\$900	<del>\$685</del>
10	6/22/16	Monticello Casino, Monticello NY Forestburgh Playhouse, Forestburgh NY	9:15am CLP	6:00pm CLP	1	<del>\$767</del>	\$775
11	6/25/16	Foxwoods Casino Mashantucket CT	9:00am RC	9:00pm RC	1	\$1328	<del>\$1145</del>
12	7/6/16	Ehrhardt's Hawley PA	9:00am CLP	5:15pm CLP	1	<del>\$807</del>	\$825
13	7/12/16	The Brownstone Paterson NJ	9:45am CLP	5:30pm CLP	1	<del>\$742</del>	\$750
14	7/16/16	Mystic Aquarium Mystic CT	8:00am RC	8:30pm RC	1	<del>\$1114</del>	\$1145
15	7/27/16	Citi Field Flushing NY	4:00pm RC	12:00am RC	1	no bid	<del>\$945</del>
16	8/6/16	Cort Theatre New York NY	9:30am RC	6:30pm RC	1	<del>\$863</del>	\$875
17	8/11/16	Mohegan Sun Casino Uncasville CT	9:00am CLP	9:00pm CLP	1	\$1067	<del>\$1050</del>
18	8/15/16	Yankee Stadium Bronx NY	4:00pm RC	12:00am RC	1	<del>\$944</del>	\$945
19	8/16/16	The Jefferson House Lake Hopatcong NJ	9:15am CLP	5:00pm CLP	1	<del>\$830</del>	\$895
20	9/7/16	Woodloch Pines Hawley PA	3:15pm RC	11:00pm RC	1	<del>\$820</del>	\$825
21	9/17/16	Empire State Plaza, Albany NY Dutch Apple Cruises, Albany NY City Tour w/Local Cheese Factory, Albany NY	8:30am RC	7:00pm RC	1	<del>\$930</del>	\$1195
22	10/1/16	Saratoga City Tour w/Batcheller Mansion Saratoga NY	8:30am RC	6:30pm RC	1	<del>\$1042</del>	\$1195
23	10/13/16	Stony Hill Inn Hackensack NJ	9:30am CLP	5:00pm CLP	1	\$744	<del>\$725</del>
24	10/20/16	Split Rock Resort Lake Harmony PA	8:45am CLP	6:30pm CLP	1	\$1000	<del>\$895</del>
25	11/10/16	The Brownstone Paterson NJ	9:45am CLP	5:30pm CLP	1	<del>\$742</del>	\$750
26	11/14/16	Aqua Turf Plantville CT	9:00am CLP	5:00pm CLP	1	<del>\$821</del>	\$895
27	11/18/16	Stroudsmoor Country Inn, Stroudsburg PA Shawnee Playhouse, Shawnee on Delaware PA	9:15am CLP	6:30pm CLP	1	<del>\$978</del>	\$995

**Town of Newburgh Recreation -- Bus Schedule-Camp Chadwick 2016**  
**Pricing for School Buses (44 adult, 66 children)**  
**All are Round Trips - From Chadwick Lake Park (1700 Route 300)**

Item #	Date	Destination	Depart Time	Approx. Return Time	# of Buses Needed	Cost Per Bus
1	6/28/16	Belleayre Mountain Highmount NY	9:00am	4:30pm	4	West Point
2	6/30/16	Splash Down Fishkill NY	9:30am	3:30pm	4	West Point
3	7/6/16	Ulster County Pool New Paltz NY	9:30am	3:30pm	4	West Point
4	7/7/16	Club Getaway Kent CT	8:30am	6:00pm	4	Leprechaun Lines
5	7/14/16	Lake Compounce Britol CT	9:00am	6:00pm	4	West Point
6	7/20/16	Ulster County Pool New Paltz NY	9:30am	3:30pm	4	West Point
7	7/21/16	Brownstone Discovery Park Portland CT	9:00am	5:30pm	4	West Point
8	7/28/16	Kruckers Pomona NY	9:00am	4:15pm	4	West Point
9	8/TBA	Showtime Cinemas Newburgh NY	10:00am	1:00pm	4	West Point
10	8/4/16	Mt Creek Vernon NJ	9:00am	5:30pm	4	West Point
11	8/11/16	Camelback Beach Tannersville PA	8:30am	7:30pm	4	West Point

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.  
This list is subject to increase as special events, tickets and shows may come up during the course of the year.

Bus Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact person: \_\_\_\_\_

Phone #: \_\_\_\_\_

**town of Newburgh  
Creation – Bus Trips**

**"2016"**

**or 55 Passenger Motor  
Coach with Lavatory &  
D Player**

**Opening – Friday**

**6/16/16 @ 10:30 am**

Date of Trip	Destination (All are Round Trip)	Departure Time	Arrival Return Time	# of Buses Needed	Lehigh Valley Lines 38 Pass.	Tours, Inc. 49 Pass.	Lehigh Valley Lines 56 Pass.	Notes
3/21/2016	Villa Roma Callicoon, NY	9:00 am CLP	6:00 pm CLP	1	727.00	795.00	807.00	
3/30/2016	Ehrhardt's Hawley, PA	9:00 am CLP	5:15 pm CLP	1	727.00	795.00	807.00	
4/07/2016	The Bardavon Poughkeepsie, NY	12:45 pm CLP	4:30 pm CLP	1	625.00	675.00	695.00	
4/12/2016	Saratoga Casino Saratoga, NY	9:00 am CLP	6:30 pm CLP	1	960.00	985.00	1,067.00	
4/16/2016	New England Carousel Museum Bristol, CT	9:00 am RC	5:00 pm RC	1	745.00	995.00	828.00	
4/20/2016	Hunterdon Hills Playhouse Hampton, NJ	9:30 am CLP	5:30 pm CLP	1	1,018.00	875.00	1,132.00	
5/11/2016	Westchester Dinner Theatre Elmford, NY	9:30 am CLP	5:30 pm CLP	1	850.00	725.00	944.00	
5/21/2016	Mohagan Sun Wilkes Barre, PA	9:00 am RC	6:30 pm RC	1	893.00	950.00	992.00	
6/09/2016	Historic Huguenot St., New Paltz, NY Water St. Market, New Paltz, NY	9:45 am CLP	5:00 pm CLP	1	810.00	675.00	900.00	
6/22/2016	Monticello Casino, Monticello, NY Forestburgh Playhouse, Forestburgh, NY	9:15 am CLP	6:00 pm CLP	1	690.00	750.00	767.00	
6/25/2016	Foxwoods Casino Mashantucket, CT	9:00 am RC	9:00 pm RC	1	1,195.00	1,090.00	1,328.00	
7/06/2016	Ehrhardt's Hawley, PA	9:00 am CLP	5:15 pm CLP	1	727.00	795.00	807.00	
7/12/2016	The Brownstone Patterson, NJ	9:45 am CLP	5:30 pm CLP	1	667.00	725.00	742.00	
7/16/2016	Mystic Aquarium Mystic, CT	8:00 am RC	8:30 pm RC	1	1,000.00	1,095.00	1,114.00	
7/27/2016	City Field Flushing, NY	4:00 pm RC	12:00 am RC	1	No Bid	925.00	No Bid	
8/06/2016	Cort Theatre New York, NY	9:30 am RC	6:30 pm RC	1	777.00	850.00	863.00	
8/11/2016	Mohagan Sun Casino Uncasville, CT	9:00 am CLP	9:00 pm CLP	1	960.00	975.00	1,067.00	
	Bus Trip Bid1 2016.doc							

burgh

Bus Trips

1 with  
senger  
VD Player

Friday

10:30 am

Date of Trip	Destination (All are Round Trip)	Depart Time	Approximate Return Time	# of Buses Needed	Leprechaun Lines 38 Pass.	West Point Tours, Inc. 49 Pass.	Leprechaun Lines 56 Pass.	W/ Tc 5
8/15/2016	Yankee Stadium Bronx, NY	4:00 pm RC	12:00 am RC	1	850.00	925.00	944.00	
8/16/2016	The Jefferson House Lake Hopatcong, NJ	9:15 am CLP	5:00 pm CLP	1	747.00	850.00	830.00	
9/07/2016	Woodloch Pines Hawley, PA	3:15 pm RC	11:00 pm RC	1	738.00	795.00	820.00	
9/17/2016	Empire State Plaza, Albany, NY Dutch Apple Cruises, Albany, NY	8:30 am RC	7:00 pm RC	1	837.00	1,125.00	930.00	1
10/01/2016	City Tour w/Local Cheese Factory, Albany, NY Saratoga City Tour w/Batcheller Mansion Saratoga, NY	8:30 am RC	6:30 pm RC	1	937.00	1,125.00	1,042.00	1
10/13/2016	Stony Hill Inn Hackensack, NJ	9:30 am CLP	5:00 pm CLP	1	670.00	695.00	744.00	
10/20/2016	Split Rock Resort Lake Harmony, PA	8:45 am CLP	6:30 pm CLP	1	900.00	850.00	1,000.00	
11/10/2016	The Brownstone Patterson, NJ	9:45 am CLP	5:30 pm CLP	1	667.00	725.00	742.00	
11/14/2016	Aqua Turf Plantsville, CT	9:00 am CLP	5:00 pm CLP	1	738.00	850.00	821.00	
11/18/2016	Stroudsmoor Country Inn, Stroudsburg, PA Shawnee Playhouse, Shawnee on Delaware, PA	9:15 am CLP	6:30 pm CLP	1	880.00	950.00	978.00	
12/ TBA	Theatre TBA New York, NY	9:00 am RC	7:00 pm RC	1	800.00	850.00	889.00	
1/28/2017	Mohegan Sun Casino Uncasville, CT	9:00 am RC	9:00 pm RC	1	960.00	995.00	1,067.00	
2/25/2017	Sands Casino Bethlehem, PA	9:00 am RC	8:00 pm RC	1	962.00	995.00	1,069.00	
<b>Please Note:</b> Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs. before the trip. This list is subject to increase as special events, tickets and shows may come up during the course of the year.								
CLP = Chadwick Lake Park - 1700 Route 300 RC = Recreation Center - 311 Route 32 Bus Trip Bid2 2016.doc								

of Newburgh

ation – Bus Schedule

Chadwick – 2016

ing for School Buses

Adult, 66 Children)

are Round Trips

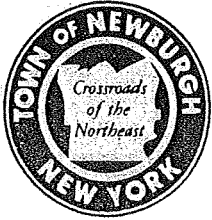
m Chadwick Lake Park

0 Route 300

Opening – Friday

6/16 @ 10:30 am

Date of Trip	Destination (All are Round Trip)	Depart Time	Approximate Return Time	# of Buses Needed	Leprechaun Lines	West Point 100
6/28/2016	Belleayre Mountain Highmount, NY	9:00 am	4:30 pm	4	485.00	475.00
6/30/2016	Splash Down Fishkill, NY	9:30 am	3:30 pm	4	298.00	290.00
7/06/2016	Ulster County Pool New Paltz, NY	9:30 am	3:30 pm	4	320.00	320.00
7/07/2016	Club Getaway Kent, CT	8:30 am	6:00 pm	4	525.00	645.00
7/14/2016	Lake Compounce Bristol, CT	9:00 am	6:00 pm	4	543.00	540.00
7/20/2016	Ulster County Pool New Paltz, NY	9:30 am	3:30 pm	4	320.00	320.00
7/21/2016	Brownstone Discovery Park Portland, CT	9:00 am	5:30 pm	4	560.00	540.00
7/28/2016	Kruckers Pomona, NY	9:00 am	4:15 pm	4	410.00	400.00
8/TBA	Showtime Cinemas Newburgh, NY	10:00 am	1:00 pm	4	215.00	200.00
8/04/2016	Mt. Creek Vernon, NJ	9:00 am	5:30 pm	4	450.00	445.00
8/11/2016	Camelback Beach Tannersville, PA	8:30 am	7:30 pm	4	714.00	695.00
<b>Please Note:</b> Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs. before the trip. This list is subject to increase as special events, tickets and shows may come up during the course of the year.						
Bus Trip – Camp Chadwick Bid 2016.doc						



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

8E  
*Petrillo*

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members  
Ron Clum, Accountant

From: Charlene M. Black, Personnel

Date: March 8, 2016

Re: Part time Laborers

---

Robert Petrillo, Commissioner would like approval to hire John Corrado and Joseph Ostrander as part time laborers starting on or after April 07, 2016. The applicants' hiring is contingent on your approval and the completion of their fingerprints, paperwork, drug/alcohol test and physical. If you would like to look at their applications, please let me know and I will have them available for you. Thank you in advance.

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JOHN CORRADO

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: PART TIME

HOURLY RATE: \$9.00

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: A7110.0100

PROPOSED HIRE DATE: 04/07/16

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

  
DEPARTMENT HEAD SIGNATURE

3/4/16  
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT**

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010



# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JOSEPH OSTRANDER

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: PART TIME


HOURLY RATE: \$9.00

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: A7110-0160

PROPOSED HIRE DATE: 04/07/16

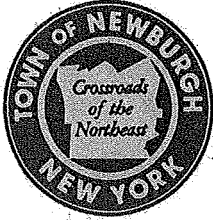
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK

  
DEPARTMENT HEAD SIGNATURE

3/4/16  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010



9A

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 *CC*

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

Date: March 8, 2016

---

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

Totaling: \$112.75

Feline: \$79.75

Canine: \$33.00

Attached please find the bills.

Thank you,  
Cheryl Cunningham

Cc: Ron Clum, Accountant

# TOWN OF NEWBURGH

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

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
 NAME  
 AND  
 ADDRESS

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

TERMS Net 30 Days  
Feline

DO NOT WRITE IN THIS BOX

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

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

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/25/16	1	618477 Spay		79.75
<b>TOTAL</b>				<b>79.75</b>

### CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 79.75 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.

3/18/16  
 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

**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
<i>1/28/16</i>	<i>1</i>	<i>618694</i> <i>Neos</i>		<i>1650</i>
<i>2/4/16</i>	<i>1</i>	<i>619215</i> <i>"</i>		<i>1650</i>
<b>TOTAL</b>				<b>3300</b>

**CLAIMANT'S CERTIFICATION**

*Dora M Cast* certify that the above account in the amount of \$ *33.00* 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.

*3/8/16*  
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

9B



## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**MICHAEL P. CLANCY**  
CHIEF OF POLICE

Phone: (845) 564-1100  
Fax: (845) 564-1870

March 11, 2016

To: Newburgh Town Board

Cc: Charlene Black/Personnel

From: ~~Acting~~ Chief Donald B. Campbell

Subject: Full Time Animal Control Officer Position

I am requesting authorization to hire Christopher McFarland to the currently vacant position of Full Time Animal Control Officer, with a start date of on or after March 24, 2016. The position was posted from February 23<sup>rd</sup> 2016 until March 2<sup>nd</sup> 2016 in accordance with the current CSEA contract. The position has a starting salary of \$16.45 per hour and the work week is from Sunday-Thursday.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell".

Donald B. Campbell  
~~Acting~~ Chief of Police

**TOWN OF NEWBURGH**  
**EMPLOYMENT REQUEST FORM**

**TO: PERSONNEL DEPARTMENT**

NAME OF CANDIDATE: Christopher McFarland

DEPARTMENT: Animal Control

TITLE OF POSITION: Animal Control Officer

FULL TIME OR PART TIME: Full time

HOURLY RATE: \$16.45

IS POSITION FUNDED IN CURRENT BUDGET: yes or no

FUND APPROPRIATION NUMBER: \_\_\_\_\_

PROPOSED HIRE DATE: 3/24/14 on/or about

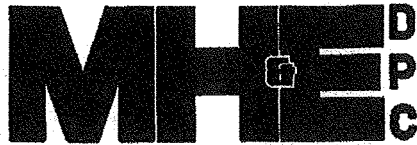
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.

  
DEPARTMENT HEAD SIGNATURE

3/14/14  
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE  
PERSONNEL OFFICE.**

DA



**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)

17 February 2016

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**ATTENTION: JAMES OSBORNE, P.E., TOWN ENGINEER**  
**SUBJECT: DUNKIN DONUTS NYS ROUTE 32 & 300 (14-02)  
LANDSCAPE COST ESTIMATE**

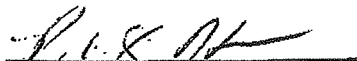
Dear Jim:

This office has received a cost estimate dated 8 February 2016 for the subject project. The cost estimate is based on the plans last revised 10 November 2015 (sheet 4 of 7). Based on a review of the quantities and unit prices this office takes no exception to the Town Board accepting security in the amount of \$7,324.65 for Landscape Security on the project.

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

Very Truly Yours,

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

  
Patrick J. Hines  
Principal

cc: Gilbert Piaquadio, Town Supervisor  
Mark Taylor, Town Attorney  
John Ewasutyn, Planning Board Chairman  
Larry Marshall, Mecurio, Norton, Tarolli & Marshall

**MERCURIO - NORTON - TAROLLI - MARSHALL**  
**LANDSCAPING COST ESTIMATE CHART:**

Job Name:	Dunkin Donuts
Job Number:	3950
Date:	2/8/2016

<u>UNIT</u>	<u>U/M</u>	<u>\$/UM</u>	<u>QUANTITY</u>	<u>TOTAL</u>
White Flowering Dogwood	EA	184.00	4	\$736.00
Red Twig Dogwood	EA	79.50	26	\$2,067.00
Hills-Of-Snow-Hydrangea	EA	80.80	4	\$323.20
Inkberry	EA	92.00	21	\$1,932.00
Sargent's Juniper	EA	75.20	6	\$451.20
Dwarf Fountain Grass	EA	64.75	9	\$582.75
Plume Grass	EA	72.50	2	\$145.00
Feather Reed Grass	EA	72.50	15	\$1,087.50
<b>SUBTOTAL:</b>				<b>\$7,324.65</b>



10E



**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  
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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)

16 March 2016

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**ATTENTION: JAMES OSBORNE, P.E., TOWN ENGINEER**  
**SUBJECT: CVS PHARMACY (15-23)**  
**LANDSCAPE SECURITY COST ESTIMATE**


Dear Jim:

This office has received a cost estimate dated 8 March 2016 for the subject project received on 9 March 2016. The cost estimate is based on the plans approved by the Planning Board on 4 February 2016. Based on a review of the cost estimate this office takes no exception to the Town Board accepting Landscape security in the amount of \$28,800.00 for the CVS project. In addition to the Landscape security an inspection escrow in the amount of \$1,000.00 should be established per the Town of Newburgh requirements.

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

Very Truly Yours,

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

  
Patrick J. Hines  
Principal

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



PROJECT CVS/pharmacy  
 JOB No. 41847.44  
 DATE March 8, 2016  
 CALCULATED BY: AMK/MRG

Site Landscape - Cost Estimate  
 South Plank Road & Union Avenue  
 Newburgh, New York

Newburgh, NY On-Site Landscaping Quantities				
Item	Amount	Unit	Price/unit	Cost
<b>DECIDUOUS TREES</b>				<b>\$ 5,868.00</b>
ACER RUBRUM 'OCTOBER GLORY' (OCTOBER GLORY MAPLE) 3 1/2" - 4" CAL	8	EACH	\$ 266.00	\$ 2,128.00
GLEDTISIA TRIACANTHOS 'SHADEMASTER' TM (SHADEMASTER LOCUST) 2 1/2 - 3" CAL	4	EACH	\$ 440.00	\$ 1,760.00
QUERCUS PALUSTRIS (PIN OAK) 2 1/2 - 3" CAL	6	EACH	\$ 330.00	\$ 1,980.00
<b>EVERGREEN TREES</b>				<b>\$ 5,368.00</b>
PICEA ABIES (NORWAY SPRUCE) 6-7' HEIGHT	16	EACH	\$ 220.00	\$ 3,520.00
THUJA OCCIDENTALIS 'SMARAGD' (EMERALD GREEN ARBORVITAE) 6-7' HEIGHT	14	EACH	\$ 132.00	\$ 1,848.00
<b>ORNAMENTAL TREES</b>				<b>\$ 1,925.00</b>
PRUNUS INCISA 'OKAME' (OKAME CHERRY) 2 1/2 - 3" CAL	5	EACH	\$ 385.00	\$ 1,925.00
<b>SHRUBS</b>				<b>\$ 4,394.85</b>
ILEX CRENATE 'HOOGENDOORN' (HOOGENDOORN JAPANESE HOLLY) 12-24" SPREAD	15	EACH	\$ 26.00	\$ 390.00
ILEX GLABRA (INKBERRY HOLLY) 2-2 1/2" HEIGHT	22	EACH	\$ 49.50	\$ 1,089.00
ROSA ACICULARIS 'THE FAIRY' (THE FAIRY ROSE (MIN)) 18-24" SPREAD	36	EACH	\$ 25.00	\$ 900.00
JUNIPERUS CONFERTA 'BLUE PACIFIC' (BLUE PACIFIC JUNIPER) 18-24" SPREAD	20	EACH	\$ 22.00	\$ 440.00
JUNIPERUS PROCUMBENS 'NANA' (GARDEN JUNIPER) 18-24" SPREAD	20	EACH	\$ 33.00	\$ 660.00
CLETHRA ALNIFOLIA 'HUMMINGBIRD' (HUMMINGBIRD'S SUMMERSWEET) 2- 2 1/2' HEIGHT	20	EACH	\$ 27.50	\$ 550.00
SPIRAE X BUMALDA 'LITTLE PRINCESS' (LITTLE PRINCESS SPIREA) 15-18" SPREAD	27	EACH	\$ 13.55	\$ 365.85
<b>ANNUALS/PERENNIALS</b>				<b>\$ 525.95</b>
HEMERCALLIS X 'STELLA DE ORO' (STELLA DE ORO DAYLILY) 1 GAL - 18" O.C	67	EACH	\$ 7.85	\$ 525.95
<b>GRASSES</b>				<b>\$ 3,496.90</b>
PENNISETUM ALOPECUROIDES 'HAMEIN' (HAMEIN DWARF FOUNTAIN GRASS) 1 GAL - 18" O.C	187	EACH	\$ 18.70	\$ 3,496.90
<b>GRASSED BASIN</b>				<b>\$ 68.06</b>

RSMMeans 2013	
PG	#
431	32 93 43.30 083
434	32 93 43.30 3835
438	32 93 43.30 7940
448	32 93 43.40 5355
454	32 93 43.40 8105
437	32 93 43.30 7240
416	32 93 33.40 3951
417	32 93 33.40 4050
420	32 93 33.40 6251
445	32 93 43.40 3401
445	32 93 43.40 3556
413	32 93 33.40 2101
421	32 93 33.40 6603
409	32 93 23.10 4720
406	32 93 13.40 4020

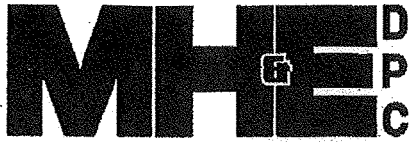
SIDESLOPE HYDROSEED SEEDMIX	0.955	MSF	\$49.50	\$	47.27
HYDROSEED	0.420	MSF	\$49.50	\$	20.79
<b>SITE</b>				\$	<b>3,942.13</b>
LOAM (6")	25.824	MSF	\$18.10	\$	467.41
SOD (1" DEEP, BLUEGRASS)	2.833	MSF	\$ 460.00	\$	1,303.18
HYDROSEED	25.824	MSF	\$49.50	\$	1,278.29
MULCH (WOOD CHIP)	225.000	SY	\$ 3.97	\$	893.25

397	32 92 19.14 0200
397	32 92 19.14 0200
396	32 91 13.23 1200
399	32 92 23.10 0300
397	32 92 19.14 0200
395	32 9 13.16 1900

Total Cost	\$	25,588.89
1.12% City Cost Index	\$	28,761.92
<b>Rounded Total</b>	<b>\$</b>	<b>28,800.00</b>

772	POUGHKEEPSIE, NY
-----	------------------

10c



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

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

16 March 2016

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**ATTENTION: JAMES OSBORNE, P.E., TOWN ENGINEER**

**SUBJECT: CVS PHARMACY (15-23)  
STORMWATER SECURITY COST ESTIMATE**

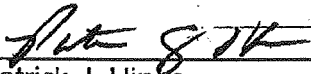
Dear Jim:

This office has received a cost estimate prepared by VHB Engineering dated 8 March 2015 (received 9 March 2015). The cost estimate is based on the plans last revised 17 December 2015 based on a review of the cost estimate this office takes no exception to the Town Board accepting security in the amount of \$419,900.00 for the Stormwater and Erosion Sediment Control depicted on the approved plan sheets. In addition to the Stormwater security an inspection escrow in the amount of \$4,000.00 based on the Town code should be established.

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

Very Truly Yours,

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

  
Patrick J. Hines  
Principal

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

i:\town of newburgh pb\2016 correspondence\3-16-16 osborne-cvs pharmacy(15-23 )stormwater.doc

• Regional Office • 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • 570-296-2765 •





PROJECT CVS/pharmacy  
 JOB No. 41847.44  
 DATE March 8, 2016  
 CALCULATED BY: AMK/MRG

Site Drainage - Cost Estimate  
 South Plank Road & Union Avenue  
 Newburgh, New York

Newburgh, NY On-Site Drainage Quantities				
Item	Amount	Unit	Price/unit	Cost
<b>DETENTION SYSTEM</b>				<b>\$ 60,000.00</b>
<b>SAND FILTER</b>				<b>\$ 70,000.00</b>
<b>DRAINAGE STRUCTURES</b>				<b>\$ 116,472.80</b>
DRAINAGE MANHOLE (8' DEEP)	7	UNIT	\$ 2,250.00	\$ 15,750.00
DRAINAGE MANHOLE (GREATER THAN 8')	18	VLF	\$ 269.00	\$ 4,761.30
DRAINAGE MANHOLE (6' DEEP)	2	UNIT	\$ 1,725.00	\$ 3,450.00
DRAINAGE MANHOLE (4' DEEP)	5	UNIT	\$ 1,325.00	\$ 6,625.00
MANHOLE COVER	14	UNIT	\$ 565.00	\$ 7,910.00
CATCH BASIN (8' DEEP)	10	UNIT	\$ 4,925.00	\$ 49,250.00
CATCH BASIN (12' DEEP)	2	UNIT	\$ 7,475.00	\$ 14,950.00
CATCH BASIN COVER	12	UNIT	\$ 590.00	\$ 7,080.00
OUTLET CONTROL STRUCTURE 1	1	UNIT	\$ 1,325.00	\$ 1,325.00
CATCH BASIN COVER	1	UNIT	\$ 590.00	\$ 590.00
OUTLET CONTROL STRUCTURE 2 & 3	2	UNIT	\$ 1,725.00	\$ 3,450.00
MANHOLE COVER	2	UNIT	\$ 565.00	\$ 1,130.00
4" CLEANOUT	1	UNIT	\$ 48.50	\$ 48.50
6" CLEANOUT	2	UNIT	\$ 76.50	\$ 153.00
<b>PIPING</b>				<b>\$ 48,969.50</b>
12" HDPE PIPING	1,193	LF	\$ 34.50	\$ 41,158.50
15" HDPE PIPING	56	LF	\$ 65.50	\$ 3,668.00
6" PVC ROOF DRAIN PIPING	75	LF	\$ 50.50	\$ 3,787.50
4" PERFORATED PVC PIPING	9	LF	\$ 39.50	\$ 355.50
<b>CONCRETE LEVEL SPREADER</b>				<b>\$ 9,400.00</b>
CONCRETE LEVEL SPREADER UNIT	2	UNIT	\$ 4,200.00	\$ 8,400.00
CONCRETE LEVEL SPREADER GRATE	2	UNIT	\$ 500.00	\$ 1,000.00
<b>12" FLARED END SECTION</b>				<b>\$ 720.75</b>
12" FLARED END	1	UNIT	\$ 400.00	\$ 400.00
CONCRETE CURB	17	LF	\$ 3.91	\$ 66.47
6" STONE (8" DEPTH)	1.4	CY	\$ 65.50	\$ 91.70
CRUSHED STONE BEDDING	6	SY	\$ 8.05	\$ 45.08
FILTER FABRIC	1	ROLL	\$ 235.00	\$ 117.50
<b>15" FLARED END SECTION</b>				<b>\$ 770.75</b>
15" FLARED END	1	UNIT	\$ 450.00	\$ 450.00
CONCRETE CURB	17	LF	\$ 3.91	\$ 66.47
6" STONE (8" DEPTH)	1.4	CY	\$ 65.50	\$ 91.70
CRUSHED STONE BEDDING (6" DEPTH)	6	SY	\$ 8.05	\$ 45.08
FILTER FABRIC	1	ROLL	\$ 235.00	\$ 117.50
<b>RAIN GARDEN OVERFLOW</b>				<b>\$ 1,794.55</b>
RIP RAP AREA (4-6" STONE) (6" DEPTH)	8	CY	\$ 65.50	\$ 530.55
4" PERFORATED PVC PIPING	32	LF	\$ 39.50	\$ 1,264.00
<b>RAIN GARDEN 1</b>				<b>\$ 44,225.77</b>
LOAM (6")	0.062	MSF	\$ 18.10	\$ 1.12
SOD (1" DEEP, BLUEGRASS)	0.062	MSF	\$ 460.00	\$ 28.52
SIDESLOPE HYDROSEED SEEDMIX	0.590	MSF	\$ 49.50	\$ 29.21

RSMMeans 2013	
pg	#
	AVERAGE COST PER ESTIMATE RECEIVED
	AVERAGE COST PER ESTIMATE RECEIVED
496	33 49 13.10 1130
496	33 49 13.10 1100
496	33 49 13.10 1120
496	33 49 13.10 1110
494	33 44 13.13 2500
684	G3030 210 5860
684	G3030 210 5900
494	33 44 13.13 1600
496	33 49 13.10 1110
494	33 44 13.13 1600
496	33 49 13.10 1120
494	33 44 13.13 2500
224	22 05 76.20 5120
224	22 05 76.20 5130
475	33 11 13.35 0500
475	33 11 13.35 0700
473	33 11 13.25 4160
473	33 11 13.25 4150
	UNITED CONCRETE
376	32 16 13.33 0012
340	31 37 13.10 0100
368	32 11 23.23 100
	UNITED CONCRETE
376	32 16 13.33 0012
340	31 37 13.10 0100
368	32 11 23.23 100
340	31 37 13.10 0100
473	33 11 13.25 4150
396	32 91 13.23 1200
399	32 92 23.10 0300
397	32 92 19.14 0200

MULCH (WOOD CHIP)	236.0	SY	\$ 3.97	\$ 936.92
BIORETENTION SOIL MIXTURE	335.1	TONS	\$ 120.00	\$ 40,212.00
<b>BIORETENTION PLANTS</b>				
PONTEDERIA CORDATA (PICKERELWEED) 1 GAL - 24" O.C.	114	EACH	\$ 8.00	\$ 912.00
SCIRPUS ACUTUS (HARDSTEM BLURUSH) 1 GAL - 24" O.C.	199	EACH	\$ 6.00	\$ 1,194.00
CALAMAGROTIS CANADENSIS (BLUE JOINT) 1 GAL - 24" O.C.	152	EACH	\$ 6.00	\$ 912.00
<b>RAIN GARDEN 2</b>				<b>\$ 19,844.38</b>
LOAM (6")	0.352	MSF	\$ 18.10	\$ 6.37
SOD (1" DEEP, BLUEGRASS)	0.352	MSF	\$ 460.00	\$ 161.92
SIDESLOPE HYDROSEED SEEDMIX	0.520	MSF	\$ 49.50	\$ 25.74
MULCH (WOOD CHIP)	105.0	SY	\$ 3.97	\$ 416.85
BIORETENTION SOIL MIXTURE	149.3	TONS	\$ 120.00	\$ 17,916.00
<b>BIORETENTION PLANTS</b>				
IRIS VERSICOLOR (BLUE FLAG) 1 GAL - 24" O.C.	161	EACH	\$ 5.50	\$ 885.50
PONTEDERIA CORDATA (PICKERELWEED) 1 GAL - 24" O.C.	54	EACH	\$ 8.00	\$ 432.00
<b>GRASSED INFILTRATION BASIN</b>				<b>\$ 2,671.41</b>
SIDESLOPE HYDROSEED SEEDMIX	1.212	MSF	\$ 49.50	\$ 59.99
HYDROSEED	3.471	MSF	\$ 49.50	\$ 171.81
CONCRETE CLEAN WASHED SAND (4' DEPTH)	42.8	CY	\$ 57.00	\$ 2,439.60

395	32 9 13.16 1900
396	32 91 13.23 1200
399	32 92 23.10 0300
397	32 92 19.14 0200
395	32 9 13.16 1900
410	32 93 23.10 5110
397	32 92 19.14 0200
397	32 92 19.14 0200
288	31 05 16.10 0400

Total Cost	\$ 374,869.91
1.12% City Cost Index	\$ 419,854.30
<b>Rounded Total</b>	<b>\$ 419,900.00</b>

772	POUGHKEEPSIE, NY
-----	------------------

12A




# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

TODD DEPEW  
HIGHWAY SUPERINTENDENT

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

**FROM:** Todd DePew, Highway Superintendent 

**DATE:** March 14, 2016

**RE:** Spring 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 Spring pick-up schedule. Pick-up will be for the week of April 25, 2016 to April 28, 2016 and April 29, 2016 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 – SPRING OF 2016

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-April 25, 2016 North side of Rte 52. East side of Plattekill Turnpike/NYS Rte 32.

Tue-April 26, 2016 South side of Rte 52. East side of Union Ave/NYS Rte 300.

Wed-April 27, 2016 South side of Rte 52. West side of Union Ave/NYS Rte 300.

Thur-April 28, 2016 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.

Elizabeth J. Greene, Councilwoman  
James E. Presutti, Councilman

Gil Piagnadio, Supervisor

Paul I. Ruggiero, Councilman  
Scott M. Manley, Councilman

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





# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor & Town Board Members  
**FROM:** Todd DePew, Highway Superintendent  
**DATE:** March 15, 2016  
**RE:** Cold Milling Bids

I would like to be put on the agenda, to reject the Cold Milling Bid w/minimum milling width of 6'3" for which was accepted on March 7, and awarded to Peckham Road Corp., and go out to re-bid for the Cold Milling Machine w/minimum milling width of 6'3" again.

If you have any questions please feel free to call me. Thanking you in advance.

**TD/ch**

**cc: John Platt, DPW Commissioner**

12B



-----X

IN THE MATTER OF THE

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

CONSENT OF  
TOWN BOARD  
TO DEDICATION

HARCOURT COSMAN DRIVE  
MERRITT LANE (REALIGNMENT SECTION FROM HARCOURT COSMAN DRIVE TO  
MERRITT LANE)  
DARA DRIVE (IN 2 SECTIONS)  
JESSICA COURT

-----X

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

Dated the \_\_th day of March, 2016.

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

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

Schedule A

SEE ATTACHMENT

## SCHEDULE A

### DESCRIPTION OF HARCOURT COSMAN DRIVE, MERRITT LANE (REALIGNMENT SECTION FROM HARCOURT COSMAN DRIVE TO MERRITT LANE) AND DARA DRIVE (PORTION) TAX MAP # 7-3-1

ALL THAT CERTAIN piece or parcel of land situate in the Town of Newburgh, Orange County, New York designated as Merritt Lane Realignment and Harcourt Cosman Drive Dedication Parcel C as shown on a map entitled  $\pm$ Minor Subdivision Plat of Lot 5 of Filed Map #275-02 Hickory Shadows, Inc., Hickory Shadow, Inc. II, Town of Newburgh, Orange County, New York, dated February 12, 2004 and subsequently revised, prepared by T.M. DePuy Engineering & Land Surveying, P.C., filed in the Orange County Clerk's Office on December 16, 2002 as Map #275-02 and being more particularly bounded and Harcourt Cosman Drive Extension and Future Road Dedication Parcel "Z" on a map entitled  $\pm$ Minor Subdivision Plat of Lot #5 of Filed Map #275-02 Hickory Shadows, Inc., Hickory Shadow, Inc. III, Town of Newburgh, Orange County, New York, dated February 12, 2004 and subsequently revised, prepared by T.M. DePuy Engineering & Land Surveying, P.C., filed in the Orange County Clerk's Office on August 11, 2006 as Map #743-06 and being described as follows:

BEGINNING at a cusp point being the southwesterly corner of proposed Harcourt Cosman Drive and Lattintown Road and being 329.51 feet North  $24^{\circ}-41'-27"$  East from the northeast corner of Lands of Avella, Liber 2362 of Deeds, Page 106; thence through lands formerly of Mt. Airy Fruit Farm, Inc., Liber 6194 of Deeds, Page 84, on the following eight courses and distances:

1. On a curve to the left having a radius of 25.00 feet and an arc length of 39.48 feet whose chord bears North  $18^{\circ}-29'-35"$  West 35.51 feet to a point of tangency;
2. North  $63^{\circ}-44'-17"$  West 226.16 feet to a point of curvature;
3. On a curve to the left having a radius of 250.00 feet and a arc length of 42.96 feet whose chord bears North  $68^{\circ}-39'-39"$  West 42.91 feet to a point of tangency;
4. North  $73^{\circ}-35'-01"$  West 531.88 feet to a point of curvature;
5. On a curve to the right having a radius of 300.00 and an arc length of 55.92 feet whose chord bears North  $68^{\circ}-14'-36"$  West 55.84 feet to a point of tangency;
6. North  $62^{\circ}-54'-11"$  West 359.70 feet to a point of curvature;

7. On a curve to the left having a radius 25.00 feet and an arc length of 39.16 feet whose chord bears South  $72^{\circ}-13'-19''$  West 35.28 feet to a point of tangency;
8. South  $27^{\circ}-20'-49''$  West 218.09 feet to a point being in the Lands formerly of Taylors Way, LLC, Liber 5531 of Deeds, Page 280;

thence along the northeasterly bounds of said Lands formerly of Taylors Way, LLC., North  $62^{\circ}-54'-11''$  West 50.00 feet to a point; thence continuing through said Lands of Hickory Shadow Inc. along the following five courses and distances:

1. North  $27^{\circ}-20'-49''$  East 217.87 feet to a point of curvature;
2. On a curve to the left having a radius of 25.00 feet and an arc length of 39.38 feet whose chord bears North  $17^{\circ}-46'-41''$  West 35.43 feet to the point of tangency;
3. North  $62^{\circ}-54'-11''$  West 192.23 feet to a point of curvature;
4. On a curve to the left having a radius of 275.00 feet and an arc length of 308.57 feet whose chord bears North  $30^{\circ}-45'-29''$  West 292.64 feet to a point of tangency;
5. North  $01^{\circ}-23'-14''$  East 379.18 feet to a point of curvature;

thence through the Lands formerly of Prime Construction, LLC, Liber 6191 of Deeds, Page 11, and Lot #3 of Hickory Shadow Inc. Subdivision, Filed Map #275-02 on a curve to the left having a radius of 25.00 feet and an arc length of 39.40 feet whose chord bears North  $43^{\circ}-45'-40''$  West 35.45 feet a point being the southwesterly corner of Harcourt Cosman Drive and Merritt Lane; thence along the southwesterly bounds of Merritt Lane South  $88^{\circ}-54'-34''$  East 100.00 feet to a cusp point; thence through the said Lands formerly of Mt. Airy Fruit Farm, Inc. on the following nine courses and distances:

2. On a curve to the left having a radius of 25.00 feet and an arc length of 39.14 feet whose chord bears South  $46^{\circ}-14'-20''$  West 35.26 feet to a point of tangency;
3. South  $01^{\circ}-23'-14''$  West 379.70 feet to a point of curvature;
4. On a curve to the left having a radius of 225.00 feet and an arc length of 252.47 feet whose chord bears South  $30^{\circ}-45'-29''$  East 239.43 feet to a point of tangency;
5. South  $62^{\circ}-54'-11''$  East 651.93 feet to a point of tangency;
6. On a curve to the left having a radius of 225.00 feet and an arc

- length of 46.60 feet whose chord bears South 68°-14'-36" East 46.54 feet to a point of tangency;
7. South 73°-35'-01" East 148.74 feet to a point being in the westerly bounds of the Harcourt Cosman Drive and Merritt Lane Realignment Parcel C;
  8. On a curve to the left having a radius of 25.00 and an arc length of 40.26 feet whose chord bears North 60°-16'-43" East 36.05 feet to a point of tangency;
  9. North 14°-08'-27" East 343.49 feet to a point of curvature;
  10. On a curve to the left having a radius of 175.00 feet and an arc length of 184.02 feet whose chord bears North 15°-59'-01" West 175.66 feet to a point being in the northwesterly bounds of existing Merritt Lane;

thence along the northwesterly bounds of said existing Merritt Lane on the following three courses and distances:

1. South 46°-06'-28" East 39.00 feet to a point;
2. South 38°-52'-06" East 66.75 feet to a point;
3. South 36°-17'-23" East 56.89 feet to a point;

thence through said Lands formerly of Mt. Airy Fruit Farms Inc. on the following seven courses and distances:

1. On a curve to the right having a radius of 225.00 and an arc length of 56.77 feet whose chord bears South 06°-54'-43" West 56.62 feet to a point of tangency;
2. South 14°-08'-27" West 347.46 feet to a point of curvature; 14° 08' 27"
3. On a curve to the left having a radius of 25.00 and an arc length of 38.28 feet whose chord bears South 29°-43'-17" East 34.65 feet to a point of tangency;
4. South 73°-35'-01" East 283.07 feet to a point of curvature;
5. On a curve to the right having a radius of 300.00 and an arc length of 51.55 feet whose chord bears South 68°-39'-39" East 51.49 feet to a point of tangency;
6. South 63°-44'-17" East 226.13 feet to a point of curvature;
7. On a curve to the left having a radius of 25.00 and an arc length of 39.48 feet whose chord bears North 71°-00'-59" East 35.51 feet to a point being in the southwesterly bounds of said Lattintown Road;

thence along the southwesterly bounds of said Lattintown Road on the following three courses and distances:

1. South 25°-46'-15" West 20.41 feet to a point;
2. South 26°-14'-04" West 59.77 feet to a point;
3. South 26°-45'-07" West 20.24 feet to the point or place of beginning;

CONTAINING 3.387 acres of land, more or less.

#####



**SCHEDULE C**

**DESCRIPTION OF DARA DRIVE (PORTION)  
TAX MAP # 20-1-2.18**

ALL THAT CERTAIN piece or parcel of land situated in the Town of Newburgh, Orange County, New York, being designated as Road Dedication Parcel A and Parcel B as shown on a map entitled Subdivision Plat Subdivision and Lot Line Change, Lands of Palmerone, Taylors Way, LLC, Summer Kim Corp., and Bento, Town of Newburgh, Orange County, New York dated October 12, 2004 and last revised June 9, 2006, prepared by T.M. DePuy Engineering & Land Surveying, P.C., filed in the Orange County Clerk's Office on September 1, 2006 as Map #843-06 and being more particularly bounded and described as follows:

BEGINNING at a point being in the southerly bounds of Lands formerly of Mt. Airy Fruit Farm, Inc., Liber 1921 of Deeds, Page 352 and being 453.75 feet North 62°-54'-11" East from the northwesterly corner of Lands of Avella, Liber 2362 of Deeds, Page 106; thence through Lands formerly of Taylors Way, LLC, Liber 5531 of Deeds, Page 280 and through Lands formerly of Palmerone, Liber 4197 of Deeds, Page 200, the following three courses and distances:

1. South 27°-20'-49" West 533.21 feet<sup>(c)</sup> to a point;
2. South 62°-39'-11" East 45.00 feet to a point;
3. South 27°-20'-49" West 94.41 feet<sup>(c)</sup> to the northerly bounds of said lands of Summer Kim Corp; to the northerly bounds of lands of Summer Kim Corp., Liber 11575 of Deeds, Page 317;

thence along said northerly bounds of said lands of Summer Kim Corp., North 62°-55'-38" West<sup>(c)</sup> 95.00 feet; thence through said Lands formerly of Palmerone and said Lands formerly of Taylors Way, LLC, North 27°-20'-49" East 627.86 feet to a point being in the southerly bounds of said Lands formerly of Mt. Airy Fruit Farm, Inc.; thence along the southerly bounds of said Lands formerly of Mt. Airy Fruit Farm, Inc., South 62°-54'-11" East 50.00 feet to the point or place of beginning;

CONTAINING 0.819 acres of land, more or less.

#####

**SCHEDULE E**

**JESSICA COURT ROAD DEDICATION PARCEL  
ROCKY HEIGHTS III SUBDIVISION  
TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK**

ALL THAT CERTAIN piece or parcel of land situated in the Town of Newburgh, Orange County, New York designated as Road Dedication Parcel A as shown on a map entitled ±Subdivision Plat of Lot 6 of filed Map #276-02 Rocky Heights Estates dated February 17, 2004 and subsequently revised August 23, 2005, prepared by T.M. DePuy Engineering & Land Surveying, P.C., filed or about to be filed and being more particularly bounded and described as follows:

BEGINNING at a cusp point being in the northeasterly bounds of Merritt Lane; thence through lands of Monster, Inc. the following ten courses and distances:

1. On a curve to the left having a radius of 25.00 feet and a length of 32.61 feet whose chord bears South 83°-28'-33" East 30.35 feet to a point of tangency;
2. North 59°-09'-22" East 10.77 feet to a point of curvature;
3. On a curve to the right having a radius of 265.00 feet and a length of 313.75 feet whose chord bears South 86°-55'-35" East 295.74 feet to a point of tangency;
4. South 53°-00'-31" East 80.74 feet to a point of curvature;
5. On a curve to the left having a radius of 25.00 feet and a length of 30.78 feet whose chord bears South 88°-16'-23" East 28.87 feet to a point of reverse curvature;
6. On a curve to the right having a radius of 50.00 feet and a length of 218.63 feet whose chord bears South 01°-43'-37" West 81.65 feet to a point of tangency;
7. North 53°-00'-31" West 151.45 feet to a point of curvature;
8. On a curve to the left having a radius 215.00 feet and a length of 254.55 feet whose chord bears North 86°-55'-35" West 239.94 feet to a point of tangency;
9. South 59°-09'-22" West 11.32 feet to a point of curvature;
10. On a curve to the left having a radius of 25.00 feet and a length of 10.65 feet whose chord bears South 46°-57'-11" West 10.57 feet to a cusp point being in said northeasterly bounds of said Merritt Lane;

thence along the said northeasterly bounds of said Merritt Lane the following two courses and distances:

1. North 38°-52'-06" West 46.24 feet to a point;
2. North 46°-06'-28" West 25.78 feet to the point or place of beginning;

CONTAINING 0.668 acres of land, more or less.

#####

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

**ORDER OF TOWN  
SUPERINTENDENT OF  
HIGHWAYS ACCEPTING  
DEDICATION**

HARCOURT COSMAN DRIVE  
MERRITT LANE (REALIGNMENT SECTION FROM HARCOURT COSMAN DRIVE TO  
MERRITT LANE)  
DARA DRIVE (IN 2 SECTIONS)  
JESSICA COURT

-----X  
  
The written consent of the Town Board of the Town of Newburgh to an Order Laying Out the  
Lands described in Schedule "A" attached hereto for highway purposes, in accordance with the  
provisions of the Highway Law and other statutes applicable thereto having been filed with the  
undersigned.

NOW, THEREFORE, I, as Superintendent of Highways of the Town of Newburgh, Orange  
County, New York, do hereby

ORDER that the lands hereinafter described in Schedule A attached hereto and made a part  
hereof be and the same hereby are laid out and accepted as public highways of the Town of  
Newburgh, Orange County, New York, which said highways shall be known as:  
HARCOURT COSMAN DRIVE, MERRITT LANE (REALIGNMENT SECTION), DARA  
DRIVE (IN 2 SECTIONS) and JESSICA COURT

Dated in the Town of Newburgh, Orange County, New York,

this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Superintendent of Highways of the  
Town of Newburgh, County of Orange,  
New York.

Schedule A

ALL that certain plot, piece or parcel of land lying and being in the TOWN of NEWBURGH,  
County of ORANGE, State of NEW YORK bounded and described as follows:

DESCRIPTIONS ATTACHED

F:\wp51\TON\RoadDedicationForms\MeadowWindsRoadDedication\OrderofHighwaySuperinte  
ndentMeadowWinds2A2B.wpd

INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE TOWN OF NEWBURGH (“AGREEMENT” or “Agreement”)

THE PARTIES

The parties to this agreement are the County of Orange (“the County” ), acting by and through the Orange County Executive and the Town of Newburgh (“the Town”), by and through the Newburgh Town Board.

HISTORY OF THE MATTER

- 1. As a result of tax certiorari and bankruptcy related litigation which resulted in an ORDER (hereinafter the “Bankruptcy Court Order”) by the United States Bankruptcy Court for the Southern District of New York (Chapter 11, Case No. 11-38111 (CGM) – **Attachment A**) relating to certain properties (hereinafter “the properties”), the Town of Newburgh is indebted to the County of Orange as set forth in **Attachment B**.
- 2. Such indebtedness relates to the County of Orange’s paying to the Town of Newburgh the taxes such municipality would have been paid for the properties at their prior assessments after the property owners defaulted in paying the same.
- 3. Pursuant to the Bankruptcy Court Order, the County received a partial payment of the taxes in full and final satisfaction of the delinquent tax obligations on the properties and the law provides that the County will “charge back” the Town for the amount the County paid to the Town for the properties which it did not receive and is unable to collect as a result of the cancellation of its tax lien pursuant to the Bankruptcy Court Order.
- 4. The parties agree that the amount due and owing the County from the Town in relation to the properties is \$1,050,142.97 (one million fifty thousand one hundred forty two and ninety seven cents)
- 5. The Town wishes to pay said amount to the County as follows:

2016:	<u>\$50,142.97</u> by June 30, 2016.
2017:	\$200,000
2018:	\$200,000
2019:	\$200,000
2020:	\$200,000
2021:	\$200,000.

The County is agreeable to such payment plan.

- 6. Said amounts shall be paid as follows: by check or electronic payment in a form acceptable to the Orange County Commissioner of Finance from the Town to the County in 2016 for the specified amount due and owing in either such year in the amount of \$50,142.97. For the remainder of the years (2017 – 2021), by deducting \$50,000 from each quarterly sales tax payment the County otherwise makes to the Town, which the Commissioner of Finance or such other County Officer or employee designated by the County Executive is hereby authorized to perform such function. In the event sales tax sharing payments of what would otherwise be County revenue are changed to an other than quarterly basis, such deductions shall be an even amount in each calendar year of \$200,000 total per year for 2017 - 2021.
- 7. In the event the County ceases to share with the Town, sales tax in an amount equal to the quarterly deduction, the Town shall pay by certified funds or electronic transfer in a form and manner reasonably satisfactory to the County Commissioner of Finance \$50,000 per calendar year quarter (\$50,000 by March 31, June 30, September 30, and December 31 of each year) until the full 1,050,142.97 is repaid to the County by the Town.
- 8. The Town Board of the Town of Newburgh has passed a resolution authorizing the Town Supervisor to sign this agreement. A certified copy of this resolution is attached hereto as **Attachment C**. This

resolution further authorizes the Town Supervisor to enter into such agreements as are necessary with the County Executive of the County to effectuate the purposes of this agreement and to cause such payments as provided for herein to be made.

#### AUTHORITY TO BIND

9. The parties acknowledge to each other and agree with each other that the Town Board of the Town of Newburgh and the County Executive of the County of Orange have the authority to enter into this agreement. To the extent, however, that any interpretation of this agreement is necessary, the parties acknowledge this was a negotiated agreement and neither party shall be deemed the drafter of it and the parties agree to submit the interpretation of the same to the Supreme Court of New York State venued in Orange County. Further, to the extent the agreement is ever invalidated, the parties agree the debt from the Town to the County in the amount of \$1,050,142.97 is valid and that the parties shall, if this agreement is invalidated, negotiate a new agreement to cause repayment within the above specified period of the debt in total.
10. All parties represent that they have consulted with legal counsel or have had the opportunity to consult with legal counsel, that they have the requisite authority to enter into this Agreement, that they have fully discussed the terms and conditions of this Agreement with their counsel, and that they fully understand and voluntarily agree to the terms and conditions of this Stipulation.
11. This Agreement constitutes the entire understanding of the parties hereto with respect to its subject matter. Except as expressly set forth in this Agreement, there are no representations, warranties, or inducements, whether oral, written, express, or implied, that in any way affect or condition the validity of this Agreement or any of its terms or conditions. No provision in this Agreement shall be presumptively construed against any party hereto.
12. The parties have entered into this Agreement to settle disputed claims, and payments made hereunder do not constitute an admission of wrongdoing or liability.

#### OTHER TAXES DUE NOT COVERED

13. This agreement is between the Town and the County. It is intended to address the chargeback relating solely to the Town and County, not to any school district nor any school district relevy.

#### HEADINGS

14. The headings in this Agreement are for reference and convenience only. A copy of the resolution of the Newburgh Town Board authorizing the Town Supervisor is annexed to this agreement for reference purposes.

Approved:

\_\_\_\_\_  
County of Orange  
Stefan "Steve" Neuhaus  
County Executive

Dated: \_\_\_\_\_

\_\_\_\_\_  
Town of Newburgh  
Gilbert J. Piaquadio  
Town Supervisor

Dated: \_\_\_\_\_

**ATTACHMENT A:** UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK;  
CASE NO. 11-38111 (CGM); ORDER

**ATTACHMENT B:** EXCEL SPREADSHEET "Orange County Department of Finance Cancellation of 2012 and  
2013 remaining taxes Per Bankruptcy Court Order" dated 10/29/2015

**ATTACHMENT C:** CERTIFIED COPY of Town of Newburgh Resolution Authorizing Supervisor Piaquadio to  
sign this Agreement.

INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND THE MIDDLEHOPE FIRE DISTRICT ("AGREEMENT" or "Agreement")

THE PARTIES

The parties to this agreement are the Town of Newburgh (the Town), by and through the Newburgh Town Board and the Middlehope Fire District (the "Fire District"), by and through the District's Board of Fire Commissioners.

HISTORY OF THE MATTER

1. As a result of tax certiorari and bankruptcy related litigation which resulted in an ORDER (hereinafter the "Bankruptcy Order") by the United States Bankruptcy Court for the Southern District of New York (Chapter 11, Case No. 11-38111 (CGM) – **Attachment A**) relating to certain properties (hereinafter "the properties"), the Town of Newburgh is indebted to the County of Orange as set forth in **Attachment B**.
2. Such indebtedness relates to the County of Orange's (the "County") paying to the Town of Newburgh the taxes such municipality would have been paid for the properties at their prior assessments after the property owners defaulted in paying the same.
3. Pursuant to the Bankruptcy Order, the County received a partial payment of the taxes in full and final satisfaction of the delinquent tax obligations on the properties and the law provides that the County will "charge back" the Town for the amount the County paid to the Town for the properties which it did not receive and is unable to collect as a result of the cancellation of its tax lien pursuant to the Bankruptcy Order.
4. The amount to be charged back by the County to the Town includes monies paid over by the Town to the Fire District.
5. The County and the Town have agreed that the amount due and owing the County from the Town in relation to the properties is the sum of \$1,050,142.97 (one million fifty thousand one hundred forty two dollars and ninety seven cents). This sum includes \$130,424.69 (one hundred thirty thousand four hundred twenty four dollars and sixty nine cents) which was paid over by the Town to the Fire District, as set forth in **Attachment B**.
6. The Town and County have agreed that the Town will pay the \$1,050,142.97 to the County as follows:

2016:	<u>\$50,142.97</u> by June 30, 2016.
2017:	\$200,000
2018:	\$200,000
2019:	\$200,000
2020:	\$200,000
2021:	\$200,000.

The Town and Fire District accordingly agree that the Fire District will pay the \$130,424.69 to the Town as follows:

2016:	<u>\$6,476.04</u> by June 30, 2016.
2017:	\$24,789.73
2018:	\$24,789.73
2019:	\$24,789.73
2020:	\$24,789.73
2021:	\$24,789.73

7. Said amounts shall be paid as follows: by check or electronic payment in a form acceptable to the Town Accountant in 2016 for the specified amount due. For the remainder of the years (2017 – 2021), by equal



quarterly installments of \$6,197.43 payable on or before March 31, June 30, September 30 and December 31 of each year. The Town represents that this is the final amount that it will request that the Fire District pay towards the County's chargebacks for taxes the County is unable to collect due to the Bankruptcy Order for the tax parcels listed in Attachment B.

8. In the event the Fire District shall default in the payment of any installment, the Town shall have the right to deduct the amount from the following years tax payment.
9. The Town Board of the Town of Newburgh has passed a resolution authorizing the Town Supervisor to sign this agreement. A certified copy of this resolution is attached hereto as **Attachment C**.
10. The Board of Fire Commissioners of the Middelhope Fire District has passed a resolution authorizing the Chairman of the Board to sign this Agreement. A certified copy of this resolution is attached hereto as **Attachment D**.

#### AUTHORITY TO BIND

11. The parties acknowledge to each other and agree with each other that the Town Board of the Town of Newburgh and the Board of Fire Commissioners of the Middelhope Fire District have the authority to enter into this agreement. To the extent, however, that any interpretation of this agreement is necessary, the parties acknowledge this was a negotiated agreement and neither party shall be deemed the drafter of it and the parties agree to submit the interpretation of the same to the Supreme Court of New York State venued in Orange County. Further, to the extent the agreement is ever invalidated, the parties agree the debt from the Fire District to the Town in the amount of \$130,424.69 is valid and that the parties shall, if this agreement is invalidated, negotiate a new agreement to cause repayment within the above specified period of the debt in total.
12. All parties represent that they have consulted with legal counsel or have had the opportunity to consult with legal counsel, that they have the requisite authority to enter into this Stipulation, that they have fully discussed the terms and conditions of this Stipulation with their counsel, and that they fully understand and voluntarily agree to the terms and conditions of this Stipulation.
13. This Agreement constitutes the entire understanding of the parties hereto with respect to its subject matter. Except as expressly set forth in this Agreement, there are no representations, warranties, or inducements, whether oral, written, express, or implied, that in any way affect or condition the validity of this Stipulation or any of its terms or conditions. No provision in this Stipulation shall be presumptively construed against any party hereto.

#### OTHER TAXES DUE NOT COVERED

14. This agreement is between the Town and the Fire District. It is intended to address the chargeback relating solely to the Bankruptcy Court Order.

Commented [MT1]:

#### HEADINGS

15. The headings in this Agreement are for reference and convenience only. A copy of the resolution of the Newburgh Town Board authorizing the Town Supervisor is annexed to this agreement for reference purposes.

Approved:

\_\_\_\_\_  
Middlehope Fire District  
\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Town of Newburgh  
Gilbert J. Piaquadio  
Town Supervisor

Dated: \_\_\_\_\_

**ATTACHMENT A:** UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK;  
CASE NO. 11-38111 (CGM); ORDER

**ATTACHMENT B:** EXCEL SPREADSHEET "Orange County Department of Finance Cancellation of 2012 and  
2013 remaining taxes Per Bankruptcy Court Order" dated 10/29/2015

**ATTACHMENT C:** CERTIFIED COPY of Town of Newburgh Resolution Authorizing Supervisor Piaquadio to  
sign this resolution.

**ATTACHMENT D:** CERTIFIED COPY of the Board of Fire Commissioners Resolution Authorizing  
\_\_\_\_\_ to sign this Agreement.

SIDLEY AUSTIN LLP  
787 Seventh Avenue  
New York, New York 10019  
Telephone: (212) 839-5300  
Facsimile: (212) 839-5599  
James F. Conlan (*pro hac vice*)  
Paul S. Caruso  
Brian J. Lohan (*pro hac vice*)  
Joel G. Samuels (*pro hac vice*)

*Counsel for Debtors and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x  
:   
In re: : Chapter 11  
:   
DYNEGY HOLDINGS, LLC, et al.,<sup>1</sup> : Case No. 11-38111 (CGM)  
:   
: Jointly Administered  
:   
Debtors. :   
----- x

**ORDER UNDER 11 U.S.C §§ 105, 363, 365, 1127(b) AND FED. R. BANKR. P. 2002, 6004, 6006, AND 9014 APPROVING (A) SALE OF ASSETS FREE AND CLEAR OF LIABILITIES AND LIENS; (B) ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS TO HELIOS POWER CAPITAL, LLC, AND (C) RELATED RELIEF**

Upon the motions, respectively dated August 16, 2012 (the "Bid Procedures Motion") [Docket No. 930], December 10, 2012 (the "Supplemental Sale Motion") [Docket No. 1199] and August 20, 2013 (the "Danskammer Sale Motion") [Docket No. 1462] (collectively, the "Motions") of Dynegy Northeast Generation, Inc. ("DNE"), Hudson Power, L.L.C. ("Hudson Power"), Dynegy Danskammer, L.L.C. ("Dynegy Danskammer") and Dynegy Roseton, L.L.C.

<sup>1</sup> The Debtors, together with the last four digits of each Debtor's federal tax identification number, are Dynegy Holdings, LLC (8415); Dynegy Northeast Generation, Inc. (6760); Hudson Power, L.L.C. (NONE); Dynegy Danskammer, L.L.C. (9301); and Dynegy Roseton, L.L.C. (9299). The location of the Debtors' corporate headquarters and the service address for Dynegy Holdings, LLC, Dynegy Northeast Generation, Inc. and Hudson Power, L.L.C. is 601 Travis Street, Suite 1400, Houston, Texas 77002. The location of the service address for Dynegy Roseton, L.L.C. is 992 River Road, Newburgh, New York 12550. The location of the service address for Dynegy Danskammer, L.L.C. is 994 River Road, Newburgh, New York 12550.

(“Dynegy Roseton”) (collectively, the “Debtors”), as debtors and debtors in possession in the above-captioned chapter 11 cases (the “Chapter 11 Cases”),<sup>2</sup> for entry of an order, under sections 105, 363, 365 and 1127(b) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing and approving (i) that certain Asset Purchase Agreement,<sup>3</sup> dated as of August 22, 2013 (the “APA”), a copy of which is attached hereto as Exhibit 1 (including all schedules, exhibits, and attachments thereto) by and between Helios Power Capital, LLC (“Purchaser”) and Dynegy Danskammer (the “Seller”); (ii) the sale and all related transactions, in accordance with the APA and this Order (the “Sale”) of all of the Debtors’ right, title and interest in, to and under the Assets to the Purchaser free and clear of all Liabilities and Liens (other than Permitted Encumbrances and Assumed Liabilities) (collectively, all such Liabilities and Liens, including rights or claims based on any successor or transferee liability, other than the Assumed Liabilities and the Permitted Encumbrances, “Interests”), (iii) the assumption by the Seller and the assignment to the Purchaser of the Assigned Contracts pursuant to section 365 of the Bankruptcy Code (together with the Sale and other transactions to be consummated pursuant to the APA, the “Transactions”) and the fixing and satisfaction by the Purchaser of the Cure Amounts (if any) relating thereto and (iv) granting related relief; and upon the Declarations of Jonathan Lurvey, Brian J. Lohan and George T. Helle in support of the Danskammer Sale Motion (the “Sale Declaration”) [Docket Nos. 1468, 1469 and 1470], pursuant to Local Bankruptcy Rule 1007-2; the Order Pursuant to Fed. R. Bankr. P. 9019(a) Approving

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<sup>2</sup> Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the APA and, where indicated, the Danskammer Sale Motion or Bid Procedures Order (as defined above).

<sup>3</sup> Included with the APA are all Ancillary Agreements, all other agreements, documents and instruments necessary to effect the transactions contemplated hereby, collectively the “Transaction Documents.”

Settlement Between the Debtors and the Settlement Parties, dated June 1, 2012 (the “Settlement Order” which approved the “Settlement Agreement” attached as an exhibit thereto) [Docket No. 758]; and the Court having entered its order, dated September 27, 2012 (the “Bid Procedures Order”) [Docket No. 1098], authorizing and approving the Bid Procedures, notice of the Sale (as defined therein), and the hearing to consider approval of the Transactions (as defined therein), as modified by the Order Approving Operating Debtors’ Emergency Motion Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 2002 and 9006(c) to (1) Shorten Time for Notice of the Hearing to Consider the Operating Debtors’ Supplemental Sale Motion, in Support of (I) Approval of the Sale Order (A) Authorizing Operating Debtors’ Entry into the Asset Purchase Agreements, and (B) Approving the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests and the Assumption and Assignment of Executory Contracts, and (II) Certain Related Relief in Furtherance of the Sale Transaction; and (2) Modify Certain Deadlines Pursuant to Bid Procedures Order (the “Supplemental Order”) [Docket No. 1201]; and an Auction having been held in accordance with the Bid Procedures Order<sup>4</sup> and the Bid Procedures appended thereto (as such Bid Procedures were modified from time to time in accordance with the Bid Procedures, with the consent of the Consent Parties); and at the conclusion of the Auction, the Purchasers (as defined in December Sale Order (as defined below)) were chosen as the Successful Bidders (as defined in the Bid Procedures Order) in accordance with the Bid Procedures Order and the Bid Procedures; and a hearing to consider entry of the December Sale Order having been held on December 21, 2012 to consider the relief requested in the Supplemental Sale Motion (the “Original Sale Hearing”); and this Court having entered its Order Under 11 U.S.C §§ 105, 363, 365, and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 Approving (A) Sale of Assets Free and

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<sup>4</sup> As supplemented by the Order Adjourning Auction of the Facilities to Monday, November 19, 2012 at 10:00 a.m. (ET) [Docket No. 1163].

Clear of Liens, Claims, Encumbrances, and Other Interests; (B) Assumption and Assignment of Executory Contracts to Successful Bidders, and (C) Related Relief, dated December 26, 2012 [Docket No. 1253] (the “December Sale Order”); and this Court having entered the Order Confirming the Operating Debtors’ Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code, dated March 15, 2013 [Doc. No. 1357] (the “Confirmation Order”), which, among other things, confirmed the Operating Debtors’ Joint Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code, as amended, dated March 8, 2013 [Docket No. 1340] (the “Plan”); and after the failure of the Danskammer APA (as defined in the December Sale Order) to have been closed pursuant to its terms; and upon the Debtors’ determination that no further Auction was required or advisable; and upon the Danskammer Sale Motion; and a hearing to consider the relief requested in the Danskammer Sale Motion having been held on August 23, 2013 (the “Helios Sale Hearing” and together with the Original Sale Hearing, the “Sale Hearings”), and upon all of the other proceedings before the Court; and the Court having reviewed the Danskammer Sale Motion and any objections thereto (the “Objections”); and all parties in interest having been afforded an opportunity to be heard with respect to the Motions and all of the relief related thereto; and it appearing that the relief requested by the Danskammer Sale Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

**FOUND AND DETERMINED THAT:**<sup>5</sup>

A. **Jurisdiction and Venue.** This Court has jurisdiction over the Motions and the Transactions pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding

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<sup>5</sup> The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of these cases and of the Motions in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory predicates for the relief sought in the Danskammer Sale Motion are sections 105(a), 363, 365, and 1127(b) of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014. The consummation of the Transactions contemplated by the APA and this Order is legal, valid and properly authorized under all such provisions of the Bankruptcy Code and Bankruptcy Rules, and all of the applicable requirements of such sections and rules have been complied with in respect of the Transactions.

C. **Notice.** This Court has previously found that notice of the Supplemental Sale Motion, Sale and Original Sale Hearing was proper under the circumstances. See December Sale Order, ¶¶ C, G. Based on, among other things, the representations of counsel at the Helios Sale Hearing, notice of the Danskammer Sale Motion and Helios Sale Hearing has been provided in accordance with the Court's order shortening time, dated August 21, 2013 [Docket No. 1466], for the hearing on the Danskammer Sale Motion. Moreover, the Debtors provided notice of the assumption and assignment of each Assigned Contract and any Cure Amounts related thereto to all contract counterparties of each Assigned Contract in accordance with the Bid Procedures Order, the Supplemental Order, and this Order. Such notice placed such persons on notice that their failure to object to the Debtors' assumption and assignment of the Assigned Contracts (and any Cure Amounts related thereto) would be deemed consent to the assumption and assignment of the Assigned Contracts (and any Cure Amounts related thereto). No person or party objected to the proposed Cure Amount for any Assigned Contract. The notice described in this Paragraph C, and the notice previously provided with respect to the Supplemental Sale Motion as reflected

in the December Sale Order (including ¶¶ C and G thereof), is good, sufficient and appropriate under the circumstances, and no other or further notice of the Supplemental Sale Motion, the Danskammer Sale Motion, the Auction, the Sale Hearings, the assumption and assignment of any Assigned Contract (and any Cure Amounts related thereto), the APA, the Sale, the other Transactions and this Order is or shall be required. With respect to parties who may have claims against the Debtors or the Assets, but whose identities are not reasonably ascertainable by the Debtors, the publication of the Sale Notice was sufficient and reasonably calculated under the circumstances to reach such parties, and such publication notice is good, sufficient and valid notice to, and binding upon, all Persons and entities (as defined in section 101(15) of the Bankruptcy Code) in accordance with Bankruptcy Rule 2002(l).

D. **Business Justification.** The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the sale of the Assets. In light of the circumstances of these Chapter 11 Cases and the risk of deterioration in the going concern value of the Assets pending the Sale, time is of the essence in (i) consummating the Sale, (ii) preserving the viability of the Plan, and (iii) minimizing the widespread and adverse economic consequences for the Debtors, their estates, their creditors and their employees.

E. **Bid Procedures Order.** On September 27, 2012, this Court entered the Bid Procedures Order approving Bid Procedures for the Assets. The Bid Procedures provided a full, fair and reasonable opportunity for any entity or entities to make an offer to purchase the Assets.

F. **Adequate Marketing; Highest or Best Offer.** As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearings, including the



Original Lurvey Declaration and the Seller Declaration (each as defined in the Danskammer Sale Motion), and (ii) the representations of counsel made on the record at the Sale Hearings, (a) the Debtors have adequately marketed the Assets and conducted the sale process in compliance with the Bid Procedures Order and the Bid Procedures (as modified from time to time in accordance with the Bid Procedures and with the consent of the Consent Parties); (b) a reasonable opportunity has been given to any interested party to make a higher or better offer for the Assets; (c) the consideration provided for in the APA constitutes the highest or otherwise best offer for the respective Assets; (d) the consideration provided for in the APA provides fair and reasonable consideration for the Assets and constitutes reasonably equivalent value under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia; (e) the Sale will provide a greater recovery for the Debtors' creditors than would be provided by any other practically available alternative, including liquidation under chapters 7 or 11 of the Bankruptcy Code; (f) taking into consideration all relevant factors and circumstances, no other entities have offered to purchase the Assets for greater economic value to the Debtors or their estates; and (g) the Debtors' determination that the APA constitutes the highest or best offer for the Assets constitutes a valid and sound exercise of the Debtors' business judgment. The Sale is fair and reasonable and supported by sound business reasons and there is no bona fide basis for any claims or actions against the Debtors, the Lease Trustee (in its capacity as trustee or in its individual capacity), any Lease Certificate Holder that directed or advised the Lease Trustee, the Creditors' Committee or the PSEG Entities arising out of their participation in the negotiation of or consent to the Sale or related matters. In entering into, or consenting to the Sale, such parties have exercised their respective rights and powers, and used the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances.

G. **Opportunity to Object.** Under the facts and circumstances of these Chapter 11 Cases, a reasonable opportunity to object or be heard with respect to the Danskammer Sale Motion, the relief requested therein and the Cure Amounts has been afforded to all interested Persons, including the Notice Parties.

H. **Sale in Best Interests.** The actions to be taken by the Seller and the Purchaser are appropriate under the circumstances of these Chapter 11 Cases and are in the best interests of the Debtors, their estates and creditors, and other parties in interest. Approval of the APA and of the Sale and other Transactions at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

I. **No *Sub Rosa* Plan.** In the event the Transactions are approved under section 363 of the Bankruptcy Code, the consummation of the Transactions outside of a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Transactions do not constitute a *sub rosa* plan of reorganization, even though it is contemplated in Section 5.1 of the APA that the Plan (as previously confirmed by the Court pursuant to the Confirmation Order) shall be modified in certain respects as reflected in this Order.

J. **Arm's-Length Sale.** The APA and the Transactions were negotiated, proposed, and entered into by the Seller and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Seller, its insiders and affiliates, nor the Purchaser has engaged in any conduct that would cause or permit the APA, the Sale, or any part of the Transactions thereby to be avoided or subject to avoidance under section 363(n) of the Bankruptcy Code.

K. **Good Faith Purchaser.** The Purchaser is a good faith purchaser under section 363(m) of the Bankruptcy Code and, as such, the Purchaser is entitled to all of the protections afforded thereby.

L. **Prompt Consummation.** The Sale and the other Transactions must be approved and consummated as promptly as practicable in order to receive the highest and best value for the Assets.

M. **Corporate Authority.** Each Debtor (i) has full corporate power and authority to execute the APA and all other documents contemplated thereby, and the sale of the Assets has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the Transactions contemplated by the APA, (iii) has taken all corporate action necessary to authorize and approve the APA and the consummation by the Debtors of the Transactions contemplated thereby, and (iv) needs no additional consents or approvals (or such applicable consents or approvals have been waived), other than those expressly provided for in the APA to consummate such Transactions.

N. **Binding and Valid Transfer.** The transfer of the Assets to the Purchaser will be a legal, valid, and effective transfer of the Assets and, except for the Assumed Liabilities (as defined in the APA) and subject to paragraph 42 of this Order, will vest the Purchaser with all right, title, and interest of the Seller to the Assets free and clear of all Interests, including (i) rights or claims based on any successor or transferee liability (ii) those that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Seller's or the Purchaser's interests in the Assets, or any similar rights, (iii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the

Assets prior to the closing (including, but not limited to those related to the PSEG Transfer Agreements), (iv) (a) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including any restriction on the use, voting, transfer, receipt of income, or other exercise of any attributes of ownership and (b) all debts arising in any way in connection with any agreements, acts, or failures to act, of the Seller or any of the Seller's predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether occurring or arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including, but not limited to, claims otherwise arising under doctrines of successor or transferee liability, and any indemnification claims or liabilities relating to any act or omission of the Seller or any other Person prior to the Closing Date, and (v) any employments rights and claims (except those specifically assumed), pension rights and claims, or any other claims arising out of the National Labor Relations Act (29 U.S.C § 151, *et seq.*), the Employee Retirement Income Security Act, as amended (29 U.S.C. § 1001, *et seq.*), or the WARN Act (29 U.S.C. § 2101 *et seq.*).

O. **Satisfaction of 363(f) Standards.** The Seller may sell the Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests and non-debtor parties to any Assigned Contract who did not object, or who withdrew their Objections, to the Transactions or the Danskammer Sale Motion are (a) deemed

to have consented pursuant to section 363(f)(2) of the Bankruptcy Code and/or (b) adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale (to the extent not assumed by the Purchaser as Assumed Liabilities pursuant to the APA) ultimately attributable to the property against or in which they claim an Interest. In all cases, each such Person with Interests in the Assets is enjoined from taking any action against the Purchaser, the Purchaser's Affiliates or any agent of the foregoing to recover any such Interest.

P. **Necessity of Order.** The Purchaser would not have entered into the APA and would not consummate the Transactions without all of the relief provided for in this Order. The consummation of the Transactions pursuant to this Order and the APA is necessary for the Debtors to maximize the value of their estates for the benefit of all creditors and other parties in interest. The Purchaser has agreed to these Transactions with the intent of purchasing the Assets and does not and would not agree to assume anything other than the Assumed Liabilities.

Q. **Assigned Contracts.** The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign each Assigned Contract to the Purchaser in connection with the consummation of the Sale, and the assumption and assignment of each Assigned Contract is in the best interests of the Debtors, their estates and creditors, and other parties in interest. Each Assigned Contract being assigned to the Purchaser is an integral part of the Assets being purchased by the Purchaser, and, accordingly, the assumption and assignment of such Assigned Contracts and liabilities are reasonable and an enhancement to the value of the Debtors' estates. Nothing contained in this Order shall prejudice any other Debtors to reject their respective obligations under all other executory contracts and unexpired leases which are not an Assigned Contract, whether pursuant to a plan or by separate motion.

R. **Cure/Adequate Assurance.** Pursuant to the APA, the Seller will be paying all Cure Amounts with respect to the Assigned Contract. The only Assigned Contract under the APA is the Settlement and Release Agreement (the "CH Agreement"), dated October 24, 2012, between the Debtors, on the one hand, and Central Hudson Gas & Electric Corporation ("Central Hudson"), on the other hand, insofar as such agreement relates to Danskammer. The CH Agreement was approved by order of this Court dated December 7, 2012 [Docket No. 1195], and all amounts required to be paid to Central Hudson pursuant to the CH Agreement were previously paid by the Debtors and by LDH (as defined in the December Sale Order) upon the closing of the sale of the Roseton Facility on or about April 30, 2013. Accordingly, the Court finds and determines that (i) there are no Cure Amounts required to be paid with respect to the Assigned Contract under the APA, and (ii) the assumption by the Debtors and the assignment to the Purchaser of the Assigned Contract is in full compliance with the requirements of sections 365(b) and (f) of the Bankruptcy Code. The Purchaser's promises to perform the obligations under the Assigned Contract after the Closing Date shall constitute adequate assurance of its future performance of and under the Assigned Contract, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. All counterparties of any Assigned Contract who did not or do not (pursuant to paragraph 31 of this Order) timely file an objection to the assumption and assignment of the Assigned Contract to which they are counterparty, and are deemed to consent to the assumption by the Debtors of their respective Assigned Contract and the assignment thereof to the Purchaser. Accordingly, all of the requirements of sections 365(b) and 365(f) of the Bankruptcy Code have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to the Purchaser, of each Assigned Contract. To the extent any Assigned Contract is not an executory contract within the meaning of section 365 of the Bankruptcy Code,

it shall be transferred to the Purchaser in accordance with the terms of this Order that are applicable to the Assets, and the Purchaser shall have no liability or obligation for any (a) defaults or breaches under such agreement that relate to acts or omissions that occurred in the period, or otherwise arose, prior to the date of the entry of this Order, and (b) claims, counterclaims, offsets, or defenses (whether contractual or otherwise, including without limitation, any right of recoupment) with respect to such Assigned Contract, that relate to any acts or omissions that arose or occurred prior to the date of the entry of this Order.

Notwithstanding any other provision in this Order, the Debtors may assume and assign any Assigned Contract following the entry of Order.

**S. Unenforceability of Anti-Assignment Provisions.** Anti-assignment provisions in any Assigned Contract do not restrict, limit or prohibit the assumption, assignment, and sale of the Assigned Contracts and should be deemed and found to be unenforceable anti-assignment provisions within the meaning of section 365(f) of the Bankruptcy Code.

**T. Transfer Taxes.** The Sale shall be free from transfer taxes as set forth in section 1146(a) of the Bankruptcy Code, and as described in the Confirmation Order and the Order Confirming the Joint Chapter 11 Plan of Dynegy Holdings, Inc. LLC and Dynegy Inc., In re Dynegy Inc., Case No. 12-36728 (CGM) (Bankr. S.D.N.Y. Sept. 10, 2012) [Docket No. 153] (the "DI Confirmation Order"). The exemption from transfer taxes applies to any transfer made pursuant to the PSEG Transfer Agreements, as well as the transfers of the Assets by the Seller to the Purchaser under the APA.

**U. Final Order.** This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court

expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND  
DECREED THAT:**

1. **Danskammer Sale Motion is Granted.** The Danskammer Sale Motion is granted and the relief requested therein with respect to the Sale is granted and approved in its entirety, as further described herein.

2. **Objections Overruled.** Any objections to the entry of this Order or the relief granted herein and requested in the Motions, including any objections to any Cure Amount or the assumption and assignment of any Assigned Contract, that have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, if any, are hereby denied and overruled on the merits with prejudice.

3. **Approval.** The APA and all Transaction Documents, and all the terms and conditions thereof, are approved. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized and directed to perform their obligations under, and comply with the terms of, the APA and the Transaction Documents (as defined in the APA) and consummate the Transactions pursuant to, and in accordance with, the terms and conditions of the APA and this Order. The Debtors are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement, the APA and the Transaction Documents, together with all additional instruments and documents that the Seller or the Purchaser deem necessary or appropriate to implement the APA and effectuate the Transactions, and to take all further actions as may reasonably be required by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to



Purchaser's possession the Assets or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA.

4. **Highest or Best Offer.** The Purchaser's offer for the Assets, as embodied in the APA, represents the highest or best offer for the Assets and is hereby approved.

5. **Binding Effect of Order.** This Order and the APA shall be binding in all respects upon all known and unknown creditors of, and equity security interests in, any Debtor, including any holders of Interests (including holders of rights or claims based on any successor or transferee liability), all counterparties to any Assigned Contract, all successors and assigns of the Purchaser, the Seller and its Affiliates and subsidiaries, the Assets, and any trustees subsequently appointed in any of the Debtors' Chapter 11 Cases or upon a conversion to cases under chapter 7 of the Bankruptcy Code, and this Order shall not be subject to amendment or modification and the APA shall not be subject to rejection by any subsequently appointed trustee. Subject to the terms and conditions of the APA, the terms of this Order shall apply in the event the Sale under the APA is consummated by and under any chapter 11 plan or plans, including without limitation the Confirmation Order, and may be incorporated into any confirmation order with respect to any such plan or plans. Nothing contained in any chapter 11 plan confirmed in the Debtors' Chapter 11 Cases or in the order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the APA or this Order.

6. **Injunction.** All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Assets to the Purchaser in accordance with the APA and this Order. Following the Closing, all Persons (including, but not limited to, the Debtors and/or their respective successors (including any trustee), creditors, investors, borrowers, current and former employees and shareholders,

administrative agencies, governmental units, secretaries of state, federal, state, and local officials, including those maintaining any authority relating to any environmental, health and safety laws, and the successors and assigns of each of the foregoing) holding Interests in the Assets or against the Debtors in respect of the Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing any Interests of any kind or nature whatsoever against the Purchaser or any Affiliate of the Purchaser or any of their respective property, successors and assigns, or the Assets, as an alleged successor or on any other grounds, it being understood that nothing herein shall affect assets of the Debtors that are not Assets.

7. Upon the transfer or assignment of each Assigned Contract to the Purchaser, each contract counterparty of an Assigned Contract is hereby forever barred, estopped, and permanently enjoined from asserting against the Assets, the Purchaser, their Affiliates or their respective property (a) any setoff, defense, recoupment, claim, Interest, counterclaim or default asserted or assertable against, or otherwise delay, defer or impair any rights of the Purchaser with respect to the Assets with respect to an act or omission of, the Debtors, or (b) any rent acceleration, assignment fee, default, breach or claim, or pecuniary loss or condition to assignment or transfer, arising under or related to an Assigned Contract existing as of the Closing, or arising by reason of the Closing. No delay or failure of performance under or in respect of any agreement will (i) affect any right of the Purchaser, or any obligation of any other party, under any Assigned Contract or (ii) permit, result in or give rise to any setoff, delay, deferral, defense, recoupment, claim, Interest, counterclaim, default or other impairment of the right to receive any payment or otherwise to enforce any other rights under any Assigned Contract.

8. No Person shall assert, and the Purchaser and the Assets shall not be subject to, any defaults, breaches, counterclaims, offsets, defenses (whether contractual or otherwise, including, without limitation, any right of recoupment), liabilities, claims and Interests, or basis of any kind or nature whatsoever to delay, defer, or impair any right of the Purchaser or the Debtors, or any obligation of any other party, under or with respect to, any Assets (including, without limitation, an Assigned Contract), with respect to any act or omission that occurred prior to the Closing or with respect to any other agreement or any obligation of Debtors that is not an Assumed Liability.

9. **General Assignment.** Upon the Closing, this Order (together with any order confirming a chapter 11 plan which incorporates this Order) shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Seller's interests in the Assets (or such Assigned Contract, if applicable) and a bill of sale transferring good and marketable title in the Assets (or such Assigned Contract, if applicable) to the Purchaser. Each and every federal, state, and local governmental agency, quasi-agency, or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Transactions.

10. **Transfer Free and Clear.** Except for the Assumed Liabilities, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Assets shall be transferred to the Purchaser as required under the APA, and such transfer shall be free and clear of all Interests of any Person and any and all rights and claims under any bulk transfer statutes and similar laws, whether arising by agreement, by statute or otherwise and whether occurring or arising before, on or after the date on which these Chapter 11 Cases were commenced, whether known or unknown, occurring or arising prior to such transfer, with all such Interests to attach to the

proceeds of the Sale ultimately attributable to the property against or in which the holder of a claim or Interest claims or may claim a claim or Interest, in the order of their priority, with the same validity, force, and effect which they now have, subject to any claims and defenses the Seller may possess with respect thereto.

11. The Purchaser shall not be liable in any way for any Interests against the Seller, other than with respect to the Assumed Liabilities and the Permitted Encumbrances (and subject to paragraph 42 of this Order). Any and all valid and enforceable Interest shall be transferred, affixed and attached to any net proceeds of the Assets with the same validity, priority, force and effect such liens, claims and interests had on the Assets immediately prior to the Sale and subject to the rights, claims, defenses and objections, if any, of the Seller and all interested parties with respect to any such asserted liens, claims and interests. The Sale to the Purchaser shall vest the Purchaser with all the right, title and interest of the Seller to the Assets free and clear of all Interests, other than the Assumed Liabilities and the Permitted Encumbrances.

12. Except for the Assumed Liabilities and Permitted Encumbrances (and subject to paragraph 42 of this Order), pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all persons and entities, including, without limitation, the Seller, the Seller's affiliates, all debt security holders, equity security holders, the Seller's employees or former employees, governmental, tax, and regulatory authorities, lenders, parties to, beneficiaries under, sponsors of or contributors to any benefit plan, trade and other creditors asserting or holding any liens, claims and interests, in or with respect to the Seller or the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Seller, the

Assets, the operation of the Seller's business prior to the Closing Date under the APA or the transfer of the Assets to the Purchaser, shall be forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing such liens, claims and interests against the Purchaser or any affiliate, successor or assign thereof, or the Assets, including claims under section 365(n) of the Bankruptcy Code against the Purchaser with respect to the Assets.

13. The provisions of this Order authorizing the sale of the Assets free and clear of all Interests (other than the Assumed Liabilities and the Permitted Encumbrances) shall be self-executing, and neither the Seller nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents or other instruments to effectuate, consummate and implement the provisions of this Order. However, the Seller and the Purchaser, and each of their respective officers, employees and agents, are authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Seller or the Purchaser deem necessary or appropriate to implement and effectuate the terms of the APA and this Order.

14. This Order is and shall be effective as a determination that, upon Closing, other than the Assumed Liabilities and Permitted Encumbrances (and subject to paragraph 42 of this Order), all Interests against or in the Assets conveyed to the Purchaser have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated.

15. **Claims Extinguished Against the Debtors.** To the extent a liability is an Assumed Liability, such claim or claims are deemed extinguished as to the Debtors.

16. **Transfers of the Facilities.** The transfer of the "Facilities" (including the Assets) contemplated in the PSEG Transfer Agreement with respect to the Danskammer Facility is approved and in furtherance of the agreements contained in the Settlement Agreement and the

Sale, and accordingly, is necessary and integral to the Sale of the Facilities (including the Assets) and the compromises contained in the Settlement.

17. **Valid Transfer.** The transfer of the Assets to the Purchaser pursuant to the APA constitutes the legal, valid, and effective transfer of the Assets and shall vest the Purchaser with all right, title, and interest of the Seller in and to the Assets free and clear of all Interests (other than the Assumed Liabilities and the Permitted Encumbrances) of any kind or nature whatsoever.

18. **Direction to Release Interests.** Upon the Closing, the Seller's creditors and any other holder of an Interest, including rights or claims based on any successor or transferee liability, is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interest in the Assets, if any, as such Interest may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing an Interest in the Seller or the Assets shall not have delivered to the Seller prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests, which the person or entity has with respect to the Seller or the Assets or otherwise, then (i) the Seller is authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Seller or the Assets, and (ii) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Order, which shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever in the Seller or the Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and

appropriate to consummate the transactions contemplated by the APA, including, without limitation, recordation of this Order. This Order shall be binding upon and shall govern the acts of all Persons including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of such assets or other property interests.

19. **No Interference.** Following the Closing of the Sale, no holder of any Interest shall interfere with the Purchaser's title to, or use and enjoyment of, the Assets based on, or related to, any such Interest, or based on any actions the Debtors may take in their Chapter 11 Cases.

20. **Surrender of Possession.** All entities that are currently, or on the Closing Date may be, in possession of some or all of the Assets in which the Seller holds an Interest hereby are directed to surrender possession of the Assets to the Purchaser on the Closing Date, unless the Purchaser otherwise agrees.

21. **No Discriminatory Treatment.** Subject to paragraph 42 of this Order, to the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Seller with respect to the Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, authorized to be transferred to the Purchaser as of the Closing Date. To the extent provided by

section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Transactions contemplated by the APA.

22. **Assumption and Assignment of Contracts.** Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code and subject to and conditioned upon the Closing of the Sale, the Debtors' assumption and assignment to the Purchaser of each Assigned Contract is approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are deemed satisfied. The Purchaser has demonstrated adequate assurance of future performance with respect to each Assigned Contract.

23. The Debtors are authorized and directed in accordance with sections 105(a) and 365 of the Bankruptcy Code to (i) assume and assign to the Purchaser, effective as of the Closing, as provided by, and in accordance with, the Bid Procedures Order and the APA, each Assigned Contract free and clear of all Interests of any kind or nature whatsoever, and (ii) execute and deliver to the Purchaser such documents or other instruments as the Purchaser reasonably deem may be necessary to assign and transfer each Assigned Contract to the Purchaser.

24. Any party having the right to consent to the assumption and assignment of an Assigned Contract that failed to object to such assumption and assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code. The Purchaser shall enjoy all of the rights and benefits under each such Assigned Contract as of the applicable date of assumption and assignment without the necessity of obtaining such non-debtor party's written consent to the assumption or assignment thereof.



25. Each Assigned Contract shall be transferred and assigned to, pursuant to the Bid Procedures Order and the APA, and thereafter remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer. The Seller shall be relieved from any further liability (including the Cure Amounts, if any, which are to be paid by the Seller under the APA) with respect to each Assigned Contract after such assumption and assignment to the Purchaser. The Debtors may assign each Assigned Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect. Upon assumption, the Purchaser, and its successors and assigns, shall have the express right to exercise any and all unexercised extension options, renewal options and/or nondisturbance rights or protections, notwithstanding any language in any Assigned Contract making the exercise of such rights personal to any party or limiting the exercise of such rights only to an assignee who is an affiliate of the original named party under such Assigned Contract or an entity that acquires all or substantially all of the assets of the original named party to such Assigned Contract. Upon assumption, the Purchaser shall exercise said rights consistent with the terms of any such Assigned Contract. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract have been satisfied.

26. Any provision in any Assigned Contract that purports to declare a breach, default or payment right as a result of an assignment or a change of control in respect of the Seller is unenforceable and is hereby nullified with respect to the Sale and assignments authorized by this Order, and all Assigned Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Amounts, if any. No sections or provisions of any Assigned Contract that purport to provide for additional payments, penalties, charges or other financial accommodations in favor of the non-debtor third party to the Assigned Contracts or to restrict use of the premises which are demised by an Assigned Contract to a specific named tenant or business shall have any force or effect with respect to the Sale and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code.

27. All defaults and all other obligations or liabilities under any Assigned Contract occurring, arising or accruing prior to the date of the assignment or transfer to the Purchaser shall be deemed cured or satisfied upon payment by the Purchaser of the Cure Amount (if any) pursuant to the APA, and, without limiting the foregoing, no effect shall be given to any default of the type set forth in section 365(b)(2) of the Bankruptcy Code, or the type of default concerning an unexpired lease of real property described in section 365(b)(1) of the Bankruptcy Code whether or not such Assigned Contract is an executory contract within the meaning of section 365 of the Bankruptcy Code. As set forth in Recital R of this Order, no Cure Amount is required to be paid to Central Hudson as the non-debtor counterparty to the sole Assigned Contract as designated in the APA (i.e., the CH Agreement), and no other amounts are or shall

be due to the non-debtor parties in connection with the assumption by the Debtors and assignment to the Purchaser of any Assigned Contract.

28. Except as provided in the APA or this Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assigned Contract, and all holders of such claims arising from and after Closing under any Assigned Contract are forever barred and estopped from asserting any claims under any Assigned Contract against the Debtors, their successors or assigns, and their estates.

29. [Reserved]

30. The failure of the Seller or the Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Seller's and the Purchaser's rights to enforce every term and condition of each Assigned Contract.

31. Notwithstanding the foregoing, the Debtors may amend or supplement the list of Assigned Contracts at any time prior to Closing; provided, however, that notice of such amendment or supplement must be given to all affected non-debtor counterparties to each Assigned Contract. Each affected non-debtor counterparty shall have the ability to object to the proposed assumption and assignment, or the proposed Cure Amount, by serving an objection on counsel to the Debtors, the Committee and the Purchaser within seven (7) days of the date of the notice of such amendment or supplement. Any such objection shall state, with specificity, the nature of such non-debtor counterparty's objection, including the amount of any discrepancy in the Cure Amount. If an objection is timely received, the Debtors shall engage in good-faith discussions with the objecting non-debtor counterparty to resolve the objection. If no resolution is reached within seven (7) days of the objection, the Debtors and the objecting non-debtor

counterparty shall seek to have the Court determine the merits of the objection (it being understood that such request may be made on an expedited basis). If no timely objection is received, the non-debtor counterparty shall be deemed to be bound by the terms of this Order.

32. **PSEG Transfer Agreements.** As contemplated by the Settlement Agreement, subject to the applicable PSEG Transfer Agreement with respect to the Assets, the PSEG Entities have transferred (or will transfer immediately prior to the closing of the Sale) all right, title, and interest in the Assets to the Seller for simultaneous transfer to the Purchaser. For avoidance of doubt, the PSEG Entities have conveyed, assigned, transferred and delivered to the Seller all of the PSEG Entities' right, title, and interest in the Assets immediately prior to the closing of the Sale to the Purchaser. The provisions contained herein shall be read to comply with the Amended PSEG Settlement Order [Docket No. 273]. Further, pursuant to Section 6.6 of the applicable PSEG Transfer Agreement with respect to the Assets, at or prior to Closing, the Facility Lease Agreement, the Site Lease Agreement, and the Site Sublease Agreement (all as defined in the applicable PSEG Transfer Agreement with respect to the Assets) shall be terminated.

33. **No Successor Liability.** Neither the Purchaser, nor any of its successors or assigns, nor any of its affiliates shall have any liability for any Interest that arose or occurred prior to the Closing, or otherwise is assertable against the Debtors or is related to the Assets prior to the Closing. The Purchaser shall not be deemed, as a result of any action taken in connection with the APA or any of the transactions or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Assets, to: (i) be a legal successor, or otherwise be deemed successor to the Debtors; (ii) have, de facto or otherwise, merged with or into the Debtors; or (iii) be a mere continuation or substantial continuation of the Debtors or the

enterprise of the Debtors. Without limiting the foregoing, but subject to paragraph 42 of this Order, the Purchaser shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Interests, including under any theory of successor or transferee liability, de facto merger or continuity, environmental, labor and employment, and products or antitrust liability, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, including, without limitation, with respect to (i) any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, antitrust, environmental, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations); (ii) under any products liability law or doctrine with respect to the Seller's liability under such law, rule or regulation or doctrine, or under any product warranty liability law or doctrine with respect to the Seller's liability under such law, rule or regulation or doctrine; (iii) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Seller are a party; (iv) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan maintained, sponsored or contributed to by the Seller (including, without limitation, contributions or payments on account of any underfunding with respect to any pension plans); or (v) the cessation of the Seller's operations, dismissal of employees or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs; provided, however, that the foregoing shall not derogate from the Purchaser's obligations under the APA with respect to the Assumed Liabilities and the Permitted Encumbrances.

34. **Fair Consideration.** The consideration provided by the Purchaser for the Assets under the APA shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. The Sale may not be avoided under section 363(n) of the Bankruptcy Code.

35. **Retention of Jurisdiction.** This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Order, all amendments thereto, and any waivers and consents thereunder, including, but not limited to, retaining jurisdiction to (i) compel delivery of the Assets to the Purchaser; (ii) interpret, implement, and enforce the provisions of this Order; (iii) protect the Purchaser against any Interests against the Seller or the Assets of any kind or nature whatsoever, and (iv) enter any order under section 363 and 365 of the Bankruptcy Code.

36. **Good Faith.** The Transactions contemplated by the APA are undertaken by the Purchaser without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided in this Order to consummate the Transactions shall not affect the validity of the Transactions (including the assumption and assignment of any of the Assigned Contracts), unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith for the Assets and is entitled to all the protections afforded by section 363(m) of the Bankruptcy Code.

37. **Remaining Assets.** Any and all assets of the Debtors other than the Assets shall remain in the Debtors' estates. The Debtors shall be empowered to continue the use of the aforementioned remaining assets in the ordinary course of their businesses, discontinue the

use of the remaining assets, or otherwise sell, transfer, or abandon the remaining assets in their business judgment.

38. **[Intentionally Omitted]**

39. **Settlement Order.** The provisions contained herein shall be read to comply with the Settlement Order. The Lease Trustee, the PSEG Entities, the Creditors' Committee, and the Consenting Senior Noteholders (as defined in the Settlement Agreement) have each consented to the Sale as provided by the Settlement Agreement.

40. **Releases.** The Debtors and their current and former officers, directors, shareholders, managers, employees, agents, attorneys, financial advisors, successors and assigns (the "Debtor Parties"), Dynegy and its direct and indirect subsidiaries, and each of their current and former officers, directors, shareholders, managers, employees, agents, attorneys, financial advisors, successors and assigns (to the extent not included as Debtor Parties, the "Dynegy Parties"), the Lease Trustee and U.S. Bank National Association (in its individual capacity), and the Lease Certificate Holders that directed or otherwise advised or participated in advising the Lease Trustee with regard to the Sale and any related matters, and each of their current and former officers, directors, shareholders, employees, agents, attorneys, financial advisors, successors and assigns (the "Lease Trustee Parties"), the PSEG Entities and each of their current and former officers, directors, shareholders, employees, agents, attorneys, financial advisors, successors and assigns (the "PSEG Entities Parties"), and the members of the Creditors' Committee (solely in their capacity as such) and the retained professional advisors to the Creditors' Committee and each of its members (solely in respect of such members' capacities as such) (collectively, the "Committee Parties"), shall be and hereby are fully released and exculpated, and shall have no liability to the Debtors' estates or to any Lease Certificate Holder

or any other interested parties (collectively, the “Enjoined Parties”) arising out of, relating to, or in connection with the Auction, the Sale Motion, the Supplemental Sale Motion, the Danskammer Sale Motion and the transactions contemplated thereby, and the negotiations relating thereto, including, but not limited to, consenting to the Sale and the Auction; provided, however, that the foregoing sentence shall not apply with respect to obligations and liabilities of the Settlement Parties (as that term is defined in the Settlement Agreement) under the Settlement Agreement. All Enjoined Parties shall be, and hereby are, bound by this Order, and shall be permanently and irrevocably enjoined from commencing or continuing in any manner any action or proceeding against the Debtors, the Dynegy Parties, the Lease Trustee Parties, the PSEG Entities Parties, or the Committee Parties (solely in their capacities as such) arising out of, relating to, or in connection with the Auction, the Sale Motion, the Supplemental Sale Motion, the Danskammer Sale Motion, and the transactions contemplated thereby and the negotiations relating thereto, and any actions taken or not taken in connection therewith, including, but not limited to, consenting to the Sale and the Allocation.

41. **Proceeds.** The allocation of the Sale proceeds shall be in accordance with the allocation set forth in the Settlement Agreement and the Plan, and the Net Sale Proceeds (as defined in the Plan) shall be distributed in accordance with the Plan. Notwithstanding anything to the contrary herein, the Purchaser and/or Dynegy Danskammer, as applicable, shall, at, and as a condition to, the Closing, pay to Orange County the sum of \$9.3 million in full and final satisfaction of the Debtors’ obligations to the Taxing Authorities (and each of them) for all obligations for all tax periods up to, but not including, the 2013/2014 Marlboro School District tax period (such taxes for the 2013/2014 Marlboro School District tax period shall be the responsibility of the Purchaser under the APA), and any and all claims (whether secured or



unsecured), administrative expense claims, liabilities, demands, or any other rights asserted or potentially asserted by the Taxing Authorities (and each of them) against the Debtors' estates or the Assets related to the same shall be deemed withdrawn with prejudice and released in full automatically upon receipt of such \$9.3 million payment at the Closing. Certain New York State Supreme Court proceedings<sup>6</sup> initiated by the Debtors against the Town of Newburgh, New York and its Assessor, and other necessary noticed municipal parties, shall be deemed, and are hereby ORDERED to be withdrawn with prejudice automatically as of the date of the closing of the transactions contemplated in the APA. Further, the Debtors, the Purchaser and the Town of Newburgh, County of Orange and Marlboro Central School District have represented to this Court their consent to its assumption of subject matter jurisdiction over the 2013, 2014 and 2015 property tax assessments on the Facilities, which are, as of the closing of the transactions contemplated in the APA, ORDERED AND ADJUDGED to be fixed as follows:

The total aggregate assessed taxable value on all real property parcels comprising the Facilities shall be, for the 2013, 2014 and 2015 assessment years, FIFTEEN MILLION (\$15,000,000) DOLLARS.

In addition to the foregoing, Orange County shall be entitled to receive or retain, as the case may be, 50% of any recoveries on the Debtors' claim for any investment tax credit under allowed N.Y. Tax Law § 210.12, as it relates to the steam generation equipment (the "Tax Credit") – it being understood that Orange County may be required to prosecute the claim for the Tax Credit on behalf of the Debtors. Notwithstanding the foregoing, nothing in this paragraph is intended or shall be construed to convey to any of the Taxing Authorities any greater substantive or procedural rights or remedies than such Taxing Authority has under applicable non-bankruptcy law. Moreover, nothing herein shall prejudice the rights of the Debtors or the Taxing

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<sup>6</sup> Index Nos. 2012-006247 and 2013-006033

Authorities with respect to any tax liability in the event the transactions contemplated under the APA are terminated or otherwise fail to consummate.

42. Nothing in this Order or the APA releases, nullifies, precludes or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations), and any associated liabilities for penalties, damages, cost recovery, or injunctive relief that any entity would be subject to as the owner, lessor, lessee, or operator of the property after the date of entry of this Order. Nothing contained in this Order or in the APA shall in any way diminish the obligation of any entity, including the Debtors, to comply with environmental laws. Nothing in this Order or the APA authorizes the transfer to the Purchaser of any licenses, permits, registrations, or governmental authorizations and approvals without the Purchaser's compliance with all applicable legal requirements under non-bankruptcy law governing such transfers.

43. **Transfer Taxes.** The Sale shall be free from transfer taxes as set forth in section 1146(a) of the Bankruptcy Code, and as described in the DI Confirmation Order and the Confirmation Order. The exemption from transfer taxes applies to any transfer made pursuant to the PSEG Transfer Agreements, as well as the transfers of the Facilities by the Seller to the Purchaser under the APA.

44. **Regulatory Approvals.** All necessary approvals by state, federal, and local regulatory agencies (and any other applicable regulatory body) have been obtained, or shall be obtained prior to Closing as conditions precedent to such Closing (unless the requirement for such approvals is waivable and is waived by the party entitled to waive such condition in the APA). The Debtors are empowered to seek any and all additional required regulatory approvals

or authorizations to facilitate the shutdown of all or any portion of the operations and facilities related to the Danskammer APA.

45. **Consumer Privacy Ombudsmen.** The Assets do not contain personally identifiable information and do not violate the Debtor's privacy policies. The appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) of the Bankruptcy Code is not required.

46. **No Bulk Law Application.** No law of any state or other jurisdiction, including any bulk sales law or similar law, shall apply in any way to the transactions contemplated by the Sale, the APA, the Danskammer Sale Motion and this Order.

47. **Subsequent and Prior Plan Provisions.** Nothing contained in the Plan or any subsequent chapter 11 plan confirmed in any Debtor's bankruptcy case, and nothing contained in the Confirmation Order, any order confirming any such subsequent plan, or any other order in these Chapter 11 Cases, shall alter, conflict with, or derogate from, the provisions of the APA or this Order, unless by agreement of all Settlement Parties and the Creditors' Committee (and, if such provision impacts the rights or obligations of the Purchaser, the Purchaser).

48. **Failure to Specify Provisions.** The failure to specifically include any particular provisions of the APA, the other Transaction Documents or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Seller and the Purchaser that the APA, the other Transaction Documents and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to the Closing Date.

49. **Non-Material Modifications.** The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have any adverse effect on the Debtors' estates.

50. **No Stay or Order.** Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Order shall not be stayed for fourteen (14) days after its entry and shall be effective immediately upon entry. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

51. **Modification of the Plan and Confirmation Order.** Pursuant to section 1127(b) of the Bankruptcy Code, the following terms in the Plan and the Confirmation Order are deemed modified as follows:

- (i) The defined term "**Danskammer APA**" shall be deemed to mean the APA.
- (ii) The defined term "**Danskammer Buyer**" shall be deemed to mean the Purchaser.
- (iii) All references to the "**Sale Order**" with respect to the Assets, the Danskammer Buyer or the "Danskammer APA shall be deemed to mean this Order.
- (iv) The deadline for the occurrence of the Effective Date pursuant to Section 6.7 of the Plan shall be November 15, 2013.

52. **Order Binding on Trustee.** The provisions of the APA and this Order may be specifically enforced in accordance with the APA notwithstanding the appointment of any subsequent chapter 7 or chapter 11 trustee. The provisions of the APA and this Order shall inure to the benefit of the Purchaser and the Seller and their respective successors and assigns, and shall be binding upon any trustee, party, entity or fiduciary that may be appointed in connection with these Chapter 11 Cases or any other or further case involving the Seller, whether

under chapter 7 or chapter 11 of the Bankruptcy Code. From and after the date hereof, the Seller and the Purchaser shall act in accordance with the terms of the Transaction Documents and the Seller and the Purchaser, to the extent each of them has not already done so, shall execute each Transaction Document to which it is a party at or prior to Closing.

53. To the extent of any inconsistency between the provisions of this Order, the APA, the Plan or the Confirmation Order or any documents executed in connection therewith, the provisions contained in this Order shall govern and control.

54. The Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

**Dated: August 29, 2013**  
**Poughkeepsie, New York**

**/s/ Cecelia G. Morris**  

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**Chief U.S. Bankruptcy Judge**

Orange County  
 Department of Finance  
 Cancellation of 2012 and 2013 remaining taxes  
 Per Bankruptcy Court Order  
 10/29/2015

**SUMMARY:**

	2012		2012		2013		2013	
	Current Tax Amount Due*	% of tax remaining due	Original Tax	% of tax remaining due	Current Tax Amount Due*	% of tax remaining due	Original Tax	% of tax remaining due
Town of Newburgh								
S-B-L								
1 Dinegy 646-9999-198-8-1041	211.14	0.7034014059	300.17	0.7034014059	53.05	1,040.93	1,040.93	0.0509640418
2 Dinegy Danskammer LLC 8-1-66-1	1,665.59	0.7198361825	2,341.63	0.7198361825	422.59	8,431.88	8,431.88	0.0501181231
3 Dinegy Danskammer LLC 8-1-74	285.07	0.7218938010	394.87	0.7218938010	72.09	1,421.85	1,421.85	0.0507015508
4 Dinegy Danskammer LLC 8-1-75-212	1,708.72	0.7196586853	2,373.76	0.7196586853	428.38	8,547.62	8,547.62	0.0501168746
5 Dinegy Danskammer LLC 8-1-75-22	1,982.88	0.7197778463	2,754.85	0.7197778463	496.99	9,919.87	9,919.87	0.0501004549
6 Dinegy Danskammer LLC 8-1-75-3	1,842.50	0.7198052912	2,559.72	0.7198052912	461.86	9,217.21	9,217.21	0.0501084385
7 Dinegy Danskammer LLC 8-1-75-42	2,560.93	0.7198939399	3,558.36	0.7198939399	641.66	12,813.17	12,813.17	0.0500781618
8 Dinegy Danskammer LLC 8-1-76	496.47	0.7206694516	688.71	0.7206694516	125.00	2,479.97	2,479.97	0.0504038355
9 Dinegy Danskammer LLC 8-1-78-2-1	1,573,489.65	0.6765678163	2,325,693.91	0.6765678163	24,444.83	8,488,876.61	8,488,876.61	0.0028796307
10 Dinegy Danskammer LLC 8-1-80	17.52	0.7630662021	22.96	0.7630662021	5.13	82.66	82.66	0.0620614566
Total	1,584,280.47				27,151.58			

\* Current Tax Amount Due includes a \$1.00 charge for the town duplicate bill mailing fee

**Parcel Cancellation Calculations:**

	2012		2012		2013		2013	
	Original Tax	% of tax remaining due	Original Tax	% of tax remaining due	Original Tax	% of tax remaining due	Original Tax	% of tax remaining due
Year: 2012								
Year: 2013								
1 646-9999-198-8-1041	115.49	0.7034014059	81.24	0.7034014059	112.92	0.0500003624	112.92	0.0500003624
County	91.85	0.7000699604	65.30	0.7000699604	94.84	0.0500003624	94.84	0.0500003624
Town	49.58	0.7000699604	34.71	0.7000699604	49.59	0.0500003624	49.59	0.0500003624
Highway	0.00	0.7000699604	0.00	0.7000699604	741.26	0.0500003624	741.26	0.0500003624
School	27.75	0.7000699604	19.43	0.7000699604	26.44	0.0500003624	26.44	0.0500003624
FD0025	15.50	0.7000699604	10.85	0.7000699604	15.88	0.0500003624	15.88	0.0500003624
WD001	300.17		211.52		1,040.93		1,040.93	
County	950.04	0.7194091295	683.47	0.7194091295	928.84	0.0499995256	928.84	0.0499995256
Town	755.50	0.7194091295	544.51	0.7194091295	760.15	0.0499995256	760.15	0.0499995256
Highway	407.80	0.7184081295	293.38	0.7184081295	407.92	0.0499995256	407.92	0.0499995256
School	0.00	0.7194091295	0.00	0.7194091295	6,097.47	0.0499995256	6,097.47	0.0499995256
FD0025	228.29	0.7194091295	164.23	0.7194091295	217.50	0.0499995256	217.50	0.0499995256
WD001	0.00	0.7194091295	0.00	0.7194091295	0.00	0.0499995256	0.00	0.0499995256
County	2,341.63		1,685.59		8,431.88		8,431.88	
County	950.04	0.7194091295	683.47	0.7194091295	928.84	0.0499995256	928.84	0.0499995256
Town	755.50	0.7194091295	544.51	0.7194091295	760.15	0.0499995256	760.15	0.0499995256
Highway	407.80	0.7184081295	293.38	0.7184081295	407.92	0.0499995256	407.92	0.0499995256
School	0.00	0.7194091295	0.00	0.7194091295	6,097.47	0.0499995256	6,097.47	0.0499995256
FD0025	228.29	0.7194091295	164.23	0.7194091295	217.50	0.0499995256	217.50	0.0499995256
WD001	0.00	0.7194091295	0.00	0.7194091295	0.00	0.0499995256	0.00	0.0499995256
County	160.20	0.7184013220	115.25	0.7184013220	156.63	0.049982417	156.63	0.049982417
Town	127.40	0.7184013220	92.65	0.7184013220	131.55	0.049982417	131.55	0.049982417
Highway	68.77	0.7184013220	49.47	0.7184013220	68.79	0.049982417	68.79	0.049982417
School	0.00	0.7184013220	0.00	0.7184013220	1,028.20	0.049982417	1,028.20	0.049982417
FD0025	38.50	0.7184013220	27.70	0.7184013220	36.68	0.049982417	36.68	0.049982417
WD001	0.00	0.7184013220	0.00	0.7184013220	0.00	0.049982417	0.00	0.049982417
County	394.87		285.07		1,421.85		1,421.85	

Orange County  
 Department of Finance  
 Cancellation of 2012 and 2013 remaining taxes  
 Per Bankruptcy Court Order  
 10/29/2015

**SUMMARY:**

	2012			2013		
	Original Tax	% of tax remaining due	Tax to Cancel	Original Tax	% of tax remaining due	Tax to Cancel
4 8-1-75.212	County	963.08	0.71941485107	941.59	0.04999998830	47.08
	Town	765.87	0.71941485107	790.85	0.04999998830	40.54
	Highway	413.39	0.71941485107	413.52	0.04999998830	20.68
	School	0.00	0.71941485107	6,181.17	0.04999998830	309.06
	FD0025	231.42	0.71941485107	220.49	0.04999998830	11.02
	WD001	0.00	0.71941485107	0.00	0.04999998830	0.00
		2,373.76	1,708.72	8,547.62		428.38
5 8-1-75.22	County	1,117.69	0.7194148502	1,092.76	0.0499996472	54.64
	Town	898.83	0.7194148502	917.82	0.0499996472	46.89
	Highway	479.76	0.7194148502	479.90	0.0499996472	24.00
	School	0.00	0.7194148502	7,173.50	0.0499996472	358.67
	FD0025	288.57	0.7194148502	255.89	0.0499996472	12.79
	WD001	0.00	0.7194148502	0.00	0.0499996472	0.00
		2,754.85	1,982.88	9,919.87		496.99
6 8-1-75.3	County	1,098.52	0.7194146235	1,015.35	0.0499999458	50.77
	Town	825.87	0.7194146235	852.81	0.0499999458	43.63
	Highway	445.78	0.7194146235	445.91	0.0499999458	22.30
	School	0.00	0.7194146235	6,665.38	0.0499999458	333.27
	FD0025	249.55	0.7194146235	237.76	0.0499999458	11.89
	WD001	0.00	0.7194146235	0.00	0.0499999458	0.00
		2,569.72	1,842.50	9,217.21		461.86
7 8-1-75.42	County	1,443.69	0.7194128756	1,411.48	0.0500001171	70.57
	Town	1,148.07	0.7194128756	1,185.52	0.0500001171	60.28
	Highway	619.69	0.7194128756	619.88	0.0500001171	30.99
	School	0.00	0.7194128756	9,265.77	0.0500001171	463.29
	FD0025	346.91	0.7194128756	330.52	0.0500001171	16.53
	WD001	0.00	0.7194128756	0.00	0.0500001171	0.00
		3,558.36	2,560.33	12,813.17		641.66
8 8-1-76	County	279.42	0.7194174616	273.19	0.0500006048	13.66
	Town	222.21	0.7194174616	229.46	0.0500006048	12.47
	Highway	119.94	0.7194174616	119.98	0.0500006048	6.00
	School	0.00	0.7194174616	1,793.37	0.0500006048	89.57
	FD0025	67.14	0.7194174616	63.97	0.0500006048	3.20
	WD001	0.00	0.7194174616	0.00	0.0500006048	0.00
		688.71	496.47	2,479.97		125.00

