

# #4A Residents of the Town of Newburgh



The following is the schedule of **REGULAR TOWN BOARD MEETINGS** for the Year 2026

Monday, January 12, 2026 (Reorganization)	Monday, May 11, 2026	Monday, September 14, 2026
Monday, February 9, 2026	Monday, June 8, 2026	Tuesday, October 13, 2026 *Columbus Day Monday, Oct. 12th
Monday, March 9, 2026	Monday, July 13, 2026	Monday, November 9, 2026
Monday, April 13, 2026	Monday, August 10, 2026	Monday, December 14, 2026

The following is the schedule of **WORKSHOP MEETINGS** for the Year 2026

Monday, January 26, 2026	Wednesday, May 27, 2026 *Memorial Day May 25 <sup>th</sup> *Grievance Day May 26th	Monday, September 28, 2026
Monday, February 23, 2026	Monday, June 22, 2026	Monday, October 26, 2026
Monday, March 23, 2026	Monday, July 27, 2026	Monday, November 23, 2026
Monday, April 27, 2026	Monday, August 24, 2026	Monday, December 28, 2026

NOTE: An audit will be voted upon at all meetings. All meetings begin at 7:00 p.m.

Unless otherwise noted, all Regular Town Board Meetings in 2026 will be held on the second Monday of each month.  
All Workshop Meetings will be held on the fourth Monday of each month.

All meetings are held in the Public Meeting Room at Town Hall, 1496 Route 300.  
*Special and Emergency Meetings will be held, when necessary, under the provisions of Local Law Number 4 of 1998.*

BY THE ORDER OF THE TOWN BOARD  
Gilbert J. Piaquadio, Supervisor  
Lisa M. Vance-Ayers, Town Clerk

Scott M. Manley, Councilman  
Mary McLymore, Councilwoman

Anthony R. LoBiondo, Councilman

## **TOWN OF NEWBURGH 2026 HOLIDAY SCHEDULE**

<b>HOLIDAY</b>	<b>DATE</b>
New Year's Day	Thursday, January 1st
Martin Luther King Jr. Day	Monday, January 19th
Lincoln's Birthday	Thursday, February 12th
President's Day	Monday, February 16th
Good Friday	Friday, April 3rd
Memorial Day	Monday, May 25th
Juneteenth	Friday, June 19th
Independence Day	Friday, July 3rd
Labor Day	Monday, September 7th
Columbus Day	Monday, October 12th
Veteran's Day	Wednesday, November 11th
Thanksgiving Day	Thursday, November 26th
Day after Thanksgiving	Friday, November 27th
Christmas Day	Friday, December 25th

THOMAS, DROHAN, WAXMAN, PETIGROW & MAYLE, LLP

ATTORNEYS AND COUNSELLORS AT LAW  
2517 ROUTE 52  
HOPEWELL JUNCTION, NEW YORK 12533

DANIEL PETIGROW  
STUART S. WAXMAN\*  
NEELANJAN CHOWDHURY  
DAVID H. STRONG\*\*  
MELISSA N. KNAPP\*\*  
STEVEN L. BANKS  
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PAMELA D. BASS\*\*

NINA MASSEN  
CASSIDY E. ALLISON  
AIMEE B. KATONA-GREENE  
GRACE C. MEI  
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JAMES P. DROHAN  
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[www.tdwpm.com](http://www.tdwpm.com)

\*ADMITTED IN NEW YORK AND NEW JERSEY

\*\*ADMITTED IN NEW YORK AND CONNECTICUT

September 12, 2025

***VIA E-MAIL and FIRST-CLASS MAIL***

[supervisor@townofnewburgh.org](mailto:supervisor@townofnewburgh.org)  
Gil Piaquadio, Town Supervisor  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

***Re: Labor Counsel Retainer Agreement - 2026***

Dear Mr. Piaquadio:

At about this time each year, we advise clients of any anticipated changes in fees for the coming fiscal year. For the upcoming fiscal year, we are proposing a five dollar increase in our basic hourly rate for attorneys and a ten dollar increase in the hourly rate for paralegal services.

***Proposal for Retainer***

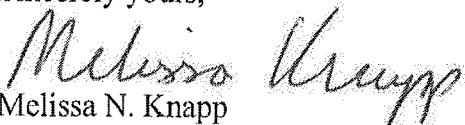
For the period of January 1 through December 31, 2026, the firm is proposing an annual retainer of \$6,650.00, with a cap of 35 hours, to provide all labor counsel services to the Town. We would provide the Town a discounted hourly rate of \$190.00 under the retainer. The retainer fee would be paid in 12 equal monthly payments of \$554.16. Every two hours of paralegal services would count as one attorney hour for the purposes of determining the cap.

In the event the number of hours for labor counsel services under the retainer were to exceed the 35-hour cap during the year, TDWPM would bill the Town at the firm's hourly rates of \$250 for attorneys and \$125 for paralegal services.

If the proposal is acceptable as drafted, please sign and date in the area designated below, and return this agreement to us. It will constitute an agreement between the Town of Newburgh and our firm.

We are looking forward to continuing our productive working relationship with the Town of Newburgh.

Sincerely yours,

  
Melissa N. Knapp

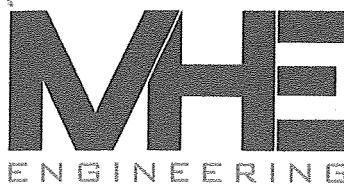
MNK/kaj

cc: Lisa M. Vance-Ayers - [town-clerk@townofnewburgh.org](mailto:town-clerk@townofnewburgh.org)

ACCEPTED AND AGREED TO:  
TOWN OF NEWBURGH, NY

By: \_\_\_\_\_  
Gil Piaquadio, Town Supervisor

Date: \_\_\_\_\_



#8

22 August 2025

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**ATTENTION: SUPERVISOR GILBERT PIAQUADIO**

**RE: PROFESSIONAL SERVICES – ENGINEER FOR THE TOWN**

Dear Supervisor Piaquadio,

Thank you for continuing the Town's relationship with MHE as your Engineer for the Town this past year. As always, it is our pleasure to work with you and other Town Officials in providing quality professional services. We appreciate your continued support as we look toward 2026.

For the upcoming year, we propose providing Engineering Services as outlined in the existing Municipal Agreement, by amending our existing Professional Services Agreement with the attached Municipal Amendment Form. This will amend the executed Agreement and its general Task Orders by term extension of 1 year, and updating our fee schedules.

Rates for Principals are as follows:

General Town Engineering Services	\$120/Hour
Engineering Services, reimbursed by the Applicant	\$213/Hour

An updated Municipal Fee Schedule which provides a breakdown of all proposed rates for professional services we provide to the Town, is attached hereto, for your review.

Special projects will continue to be subject to an individual proposal and engineering services agreement based on a negotiated lump sum fee or in accordance with the attached Standard Municipal Fee Schedule.

As always, should you or the Town's Board have any questions we are happy to discuss these in further detail.

Respectfully submitted,

**MHE Engineering, D.P.C.**

*Patrick J. Hines*

Patrick J. Hines

Principal

*Michael W. Weeks*

Michael W. Weeks, P.E.

Principal

**NEW YORK OFFICE**

33 Airport Center Drive, Suite 202, New Windsor, NY 12553  
845-567-3100 | F: 845-567-3232 | [mheny@mhepc.com](mailto:mheny@mhepc.com)

**PENNSYLVANIA OFFICE**

111 Wheatfield Drive, Suite 1, Milford, PA 18337  
570-296-2765 | F: 570-296-2767 | [mhepa@mhepc.com](mailto:mhepa@mhepc.com)

## AMENDMENT TO OWNER-ENGINEER AGREEMENT

### AMENDMENT TO OWNER-ENGINEER AGREEMENT

#### Amendment No. 04

Owner: **Town of Newburgh**

Engineer: **MHE Engineering, D.P.C.**

Project: **Annual Municipal Agreement**

Effective Date of Owner-Engineer Agreement: **1 January 2022**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

#### Description of Modifications:

1. **Replace Municipal (Non-Chargeable) and Municipal Standard Fees in Exhibit C Appendix 1 with Attached.**
2. **Extend Term Article 3.01 A to 1 year from the effective date of this amendment.**
3. **Extend Term of associated Task Orders (General Services Task Order 23-01, 23-02, 23-03 & 23-04 and MS4 Task Order 24-05) to 1 year from the effective date of this amendment.**

#### Agreement Summary:

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is \_\_\_\_\_.

#### Owner

**Town of Newburgh**

(typed or printed name of organization)

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

(individual's signature)

Date: \_\_\_\_\_

(date signed)

Name: **Gilbert Piaquadio**

(typed or printed)

Title: **Town Supervisor**

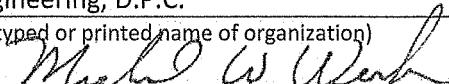
(typed or printed)

#### Engineer

**MHE Engineering, D.P.C.**

(typed or printed name of organization)

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



(individual's signature)

Date: **8/22/2025**

(date signed)

Name: **Michael W. Weeks, P.E.**

(typed or printed)

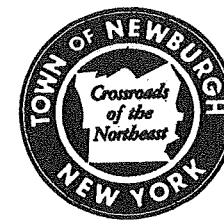
Title: **Principal**

(typed or printed)

Amendment to Owner-Engineer Agreement.

Agreement between Owner and Engineer for Professional Services.

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## **TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**Donald B. Campbell**  
**Chief of Police**

**(845) 564-1100**

Date: January 9, 2026

To: Town Board Members

From: Chief Campbell

Subject: Part-Time Appointments

Dear Board Members:

I respectfully request the Town Board appoint the following personnel to the positions listed for the year 2026.

Court Officers: Bashiek Collins, Duewayne Jackson, Brian McGorman, Walter Miller, Allen Nakagawa, Wallensca Penz, Richard Pisani, Jorge Santana, Lawrence Schott, Ralph Scott, Richard Tutle and Roger Wieringa

Parking Enforcement Officer: Lorimer Erdaide

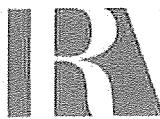
Bingo Inspectors: Joseph Dubaldi & Stephen Williamson

School Crossing Guard: Mimoza Vezuli

Matron: Melissa Cross

Thank you,

Chief Donald B. Campbell



Rider Weiner & Frankel, P.C.  
ATTORNEYS & COUNSELORS AT LAW

#28

**MEMORANDUM**

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR  
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION APPOINTING GILBERT J. PIAQUADIO AS  
A MARRIAGE OFFICER OF THE TOWN OF NEWBURGH  
PURSUANT TO SECTION 11-c OF THE DOMESTIC  
RELATIONS LAW  
OUR FILE NO. 800.1(B)( ) (2026)

DATE: JANUARY 7, 2026

Enclosed please find the above referenced draft resolution for the  
Board's consideration. The term of the appointment will be until December  
31, 2026.

**ATTORNEYS**  
David L. Rider  
Charles E. Frankel  
Michael J. Matsler  
Mark C. Taylor  
Deborah Weisman-Estis  
M. Justin Rider

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

**COUNSEL**  
Stewart P. Glenn  
Mary Fern Breheney  
Stephen P. Duggan, III  
John K. McGuirk  
(1942-2018)

**OF COUNSEL**  
Craig F. Simon

MCT:kac  
Enc.  
cc: Lisa M. Vance Ayers, Town Clerk  
Ronald Clum, Town Accountant

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 in the Town of Newburgh, Orange County, New York on the 12th day of January, 2026 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

Mary McLymore, Councilwoman

RESOLUTION APPOINTING  
GILBERT J. PIAQUADIO AS A  
MARRIAGE OFFICER OF THE  
TOWN OF NEWBURGH  
PURSUANT TO SECTION 11-c OF  
THE DOMESTIC RELATIONS  
LAW

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

**WHEREAS**, the Town Board of the Town of Newburgh, as the governing body of said town, is authorized pursuant to Domestic Relations Law Section 11-c to appoint one or more marriage officers who shall have the authority to solemnize marriages within the territory of the Town of Newburgh; and

**WHEREAS**, Gilbert J. Piaquadio is the duly elected Supervisor of the Town of Newburgh and meets the qualifications under the Domestic Relations Law for appointment as a marriage officer of the Town, to wit: he is 18 years of age or over and a resident of the municipality.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Newburgh hereby appoints Gilbert J. Piaquadio as a marriage officer of the Town of Newburgh, to serve at the pleasure of the board for a term expiring on December 31, 2026, such appointment to take effect immediately; and

**BE IT FURTHER RESOLVED**, that no salary or wage shall be paid to Gilbert J. Piaquadio in consideration of his service as a marriage officer of the Town of Newburgh.

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

Scott M. Manley, Councilman voting \_\_\_\_\_  
Anthony R. LoBiondo, Councilman voting \_\_\_\_\_  
Mary McLymore, Councilwoman voting \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

#29



Rider Weiner & Frankel, P.C.  
ATTORNEYS & COUNSELORS AT LAW

**MEMORANDUM**

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR  
TOWN BOARD MEMBERS

P: 845.562.9100  
F: 845.562.9126

655 Little Britain Road  
New Windsor, NY 12553

P.O. Box 2280  
Newburgh, NY 12550

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF TOWN BOARD; RE: BLANKET  
UNDERTAKING  
OUR FILE NO. 800.1(B)( ) (2026)

DATE: JANUARY 7, 2026

**ATTORNEYS**  
David L. Rider  
Charles E. Frankel  
Michael J. Matsler  
Mark C. Taylor  
Deborah Weisman-Estis  
M. Justin Rider

*M. J. Rider*  
(1906-1968)  
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John K. McGuirk  
(1942-2018)

**OF COUNSEL**  
Craig F. Simon

Enclosed please find the above referenced draft resolution for the Board's consideration.

MCT:kac  
Enc.  
cc: Lisa M. Vance Ayers, Town Clerk  
Ronald Clum, Town Accountant

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 12th day of January, 2026 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor  
Scott M. Manley, Councilwoman  
Anthony R. LoBiondo, Councilman  
Mary McLymore, Councilman

RESOLUTION OF TOWN BOARD; RE: BLANKET UNDERTAKING

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

**WHEREAS**, Public Officers Law, §11-2, provides that in lieu of any additional undertaking, as required by law, the Town Board may approve the procurement of a blanket undertaking from any duly authorized corporate surety covering the officers, clerks and employees of the Town, and

**WHEREAS**, such blanket undertaking must be approved as to form, manner of execution, and sufficiency of surety by the Town Board, and filed in the same manner as individual undertakings, and

**WHEREAS**, Public Officers Law §11-2 provides that such blanket undertaking must indemnify against losses caused by the failure of the officer or employees to faithfully perform their duties or to account properly for all moneys or property received by virtue of their positions or employment, or by their fraudulent or dishonest acts.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized and directed to procure a blanket undertaking for all town officers and employees for the amount of \$10,000.00, the cost of which blanket undertaking shall be a town charge, and

**BE IT FURTHER RESOLVED**, that upon execution of the blanket undertaking, said undertaking shall immediately be filed in the office of the Town Clerk of the Town of Newburgh, New York and the office of the Orange County Clerk; and

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

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

Scott M. Manley, Councilman voting \_\_\_\_\_  
Anthony R. LoBiondo, Councilman voting \_\_\_\_\_  
Mary McLymore, Councilwoman voting \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

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

I, Lisa M. Vance Ayers, Town Clerk of the Town of Newburgh, DO HEREBY CERTIFY that I have compared the foregoing resolution, duly adopted by the Town Board of the Town of Newburgh on the 12th day of January, 2026, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my name and the seal of said Town on this  
\_\_\_\_\_  
day of January, 2026.

Lisa M. Vance Ayers, Town Clerk

#35

**TOWN OF NEWBURGH**

**AUDIT # 1**

**DATE: January 12, 2026**

**TOTAL OF ALL PAYMENTS: \$ 1,150,421.04**

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 1,150,421.04 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated: January 12, 2026

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Town Clerk Office

Town Board:

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Town of Newburgh  
Section: 75  
Block: 1  
Lot(s): 4.12

### **OUTSIDE USER AGREEMENT**

#### **GARDNER RIDGE APARTMENTS in the TOWN OF NEWBURGH**

AGREEMENT made this \_\_\_\_\_ day of January 2026, by and between the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York, 12550, for an on behalf of the Crossroads Consolidated Sewer District (hereinafter the "TOWN"), and GARDNER RIDGE ASSOCIATES, LLC., a Delaware limited liability company qualified to do business in New York State, with an office at 134 Fairview Road, Rockaway, New Jersey 07866, including its successors or assigns (hereinafter the "OUTSIDE USER").

#### **WITNESSETH**

**WHEREAS**, the OUTSIDE USER is the owner of or contract vendee purchasing real property in the Town of Newburgh, County of Orange, State of New York, consisting of approximately ±23.3 acres and shown on the Tax Map as Section 75, Block 1, Lot 4.12, (the "PREMISES"), and

**WHEREAS**, the PREMISES have received Conditional Final Site Plan Approval from the Town of Newburgh Planning Board (the "PLANNING BOARD"), filed with the Town Clerk on September 26, 2024 (the "RESOLUTION"), for a 144-unit multifamily apartment development known as "Gardner Ridge Apartments", described in greater detail on site plans referenced in the RESOLUTION, last revised August 13, 2024 (the "PROJECT"), and

**WHEREAS**, the Planning Board as Lead Agency under the SEQRA process issued a Negative Declaration on December 21, 2023, mailed January 24, 2024, for the PROJECT, and

**WHEREAS**, the TOWN has agreed to provide sewer service to the PROJECT provided the OUTSIDE USER installs all required sewer facilities to bring sewer service to the PROJECT from the sewer main that traverses through Creek Run Road, near its intersection with Gardnertown Road, as well as all necessary facilities within the PROJECT, all such installations to be at no cost to the TOWN and in accordance with all applicable governmental regulations, and

**WHEREAS**, OUTSIDE USER shall pay to the TOWN the sum of Four Thousand Five Hundred AND NO/100 (\$4,500.00) DOLLARS for each dwelling unit within the PROJECT for and on behalf of the Crossroads Consolidated Sewer District (the 'CROSSROADS SEWER DISTRICT') as consideration for the TOWN entering into this agreement to provide sewer service, the precise amount of the payment and the payment terms set forth hereinafter in this agreement, and

WHEREAS, by resolution dated January 12, 2026, the Town Board approved this AGREEMENT to provide the PREMISES and PROJECT with sewer services as stated here; and

**WHEREAS**, the OUTSIDE USER indicates its consent to the provisions contained herein by execution of this agreement.

**NOW THEREFORE**, in consideration of the provisions set forth herein, the TOWN and the OUTSIDE USER agree as follows:

1. The TOWN, subject to the notice, permitting and other applicable provisions of the TOWN agreement with the City of Newburgh dated May 6, 2004, and all necessary federal, state and county regulations and approvals, agrees to provide sewer service to the PROJECT provided

that the OUTSIDE USER brings the required sewer facilities to the PROJECT from the existing sewer main that traverses through Creek Run Road, near its intersection with Gardner town Road as designated by the TOWN, and further provided that the OUTSIDE USER installs all other required facilities necessary so that the TOWN can accept the sewerage flow from the PREMISES and PROJECT, all at the sole cost and expense of the OUTSIDE USER. All such installations shall be made in accordance with all applicable state, county and TOWN requirements and shall be acceptable to the TOWN'S Town Engineer. The OUTSIDE USER agrees to provide the TOWN with a certification from a New York State licensed professional engineer acceptable to the TOWN, certifying to the TOWN that the installation of the sewerage facilities is in accordance with all applicable state, county and TOWN requirements. THE OUTSIDE USER agrees further to provide the TOWN with three sets of "as built" plans for the sewer system, in form acceptable to the TOWN Engineer or his designee, as installed by the OUTSIDE USER. Final acceptance by the TOWN of the sewerage facilities shall not relieve the OUTSIDE USER from responsibility for any defects in design, materials or workmanship.

2. The OUTSIDE USER agrees that it shall use the connection to the TOWN'S sewer system solely for the disposal of sanitary sewage. The OUTSIDE USER further agrees that it

should comply with all laws, rules and regulations governing use of TOWN sewers, including but not limited to those laws, rules and regulations contained in the TOWN'S Code.

3. The OUTSIDE USER agrees to pay to the TOWN on behalf of the Crossroads Sewer District in consideration of this Agreement the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$4,500.00) DOLLARS for each dwelling unit within the PROJECT as approved by the TOWN Planning Board in the RESOLUTION. Payment is to be made in accordance with the following schedule.

(A) ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS per proposed dwelling unit (a "Unit") minus one Unit shall be paid to the TOWN upon execution of this Agreement;

(B) ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS per Unit on the site plans in the RESOLUTION minus one Unit shall be paid to the TOWN prior to the Chairman of the PLANNING BOARD signing the final site plan for all or any portion of the PROJECT; and

(C) ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS per Unit on the final site plan shall be paid to the TOWN prior to the issuance of a building permit for construction of any building containing a dwelling unit in the PROJECT minus one.

(D) Payments made upon the execution of this Agreement shall be refunded to the OUTSIDE USER if the Chairman of the PLANNING BOARD does not sign the final site plans within a reasonable period of receiving a written request from the OUTSIDE USER, provided any and all vested rights with regard to PROJECT approvals are surrendered by instrument(s) satisfactory to the TOWN, by all interested parties.

4. Upon the execution of this Agreement by all parties, an original shall be recorded in the Office of the Clerk of the County of Orange to provide notice of the terms and provisions of this Agreement to all subsequent owners of all or any portion of the PREMISES. OUTSIDE USER shall execute or cause the owner of the PREMISES to execute, as the case may be, and deliver all additional documents required for the recording of this Agreement. OUTSIDE USER shall pay or reimburse the recording costs.

5. This Agreement is subject to and contingent upon the OUTSIDE USER commencing construction of any portion of the required sewer facilities within three (3) years of the date of

this Agreement (the “TERM”), which TERM shall be automatically extended for one (1) additional year if in the sole discretion of the TOWN, the OUTSIDE USER is pursuing the PROJECT diligently. If construction of the Project and sewer facilities is not commenced within the TERM or any permitted extension thereof, the TOWN has the authority, in its sole discretion, to cancel this Agreement, in which event it will refund to the OUTSIDE USER such fees as have been paid to the TOWN by the OUTSIDE USER or its successors or assigns pursuant to this AGREEMENT.

6. The OUTSIDE USER agrees that in the event that the OUTSIDE USER, or OUTSIDE USER’S contractor, causes any damage to the sewer lines, facilities or property of the TOWN arising during OUTSIDE USER’S connection to the TOWN’S sewer system that OUTSIDE USER will indemnify, save, and hold the TOWN harmless and pay any damages that arise to the TOWN’S facilities during the hookup including all expenses that may be incurred in enforcing this Agreement, such as but not limited to reasonable fees of the TOWN’S attorney and court costs. OUTSIDE USER further agrees that before it enters into any agreement with a contractor with respect to such hookup work that it shall require the contractor to provide the TOWN with a certificate of insurance running to the TOWN providing for payment for any damages arising to the TOWN’S facilities, including but not limited to reasonable counsel fees.

7. The OUTSIDE USER agrees to pay such fees, charges and rents for sewer service including, but not limited to, bonding charges for capital improvements and operation and maintenance charges or sewer rents, as the TOWN may charge provided that said fees and charges are determined on the same basis and are at the same rate as users within the Town and CROSSROADS CONSOLIDATED SEWER DISTRICT. The TOWN will forward bills to the OUTSIDE USER, its successors or assigns according to the same schedule as other users

receiving service from CROSSROADS CONSOLIDATED SEWER DISTRICT. The OUTSIDE USER agrees to pay all charges in accordance with the payment schedule set forth on said bill. In the event the PROJECT is a condominium and individual units are not separately metered for water service, the Sponsor and subsequently, the Condominium Board(s) of Managers upon its or their formation, will collect funds necessary to pay for sewer service to all UNITS through common charges and shall in any event pay for sewer service to all clubhouse and recreation facilities receiving such service. OUTSIDE USER agrees that Notice of this Agreement and estimates of the appropriate proportional amounts of said charges shall be given in the disclosure statements required for all offering plans for the PROJECT.

8. The OUTSIDE USER agrees that commencing with the assessment roll and special assessment roll prepared by the TOWN for taxable status date March 1, 2026, and thereafter, all lands and improvements making up the PREMISES shall be assessed, taxed and charged amounts equivalent to those which would be assessed by the TOWN if the said lands and improvements were situated within CROSSROADS CONSOLIDATED SEWER DISTRICT or any extension thereto and OUTSIDE USER agrees to timely pay said charges. OUTSIDE USER agrees, that commencing with the bills issued based upon the assessment roll, all said charges for sewer service to the lands and improvements contained in the PREMISES shall be levied and collected as if the lands and improvements were within CROSSROADS CONSOLIDATED SEWER DISTRICT or any extension thereto. In the event construction of the PROJECT has not commenced as of the above taxable status date, the vacant land shall be subject to the same special benefit assessment as vacant lands in the CROSSROADS CONSOLIDATED SEWER DISTRICT. The OUTSIDE USER agrees that the entire acreage of the PREMISES shall be included in the TOWN'S benefit formulations for sewer charges notwithstanding any

determination by the OUTSIDE USER to title all or any portion of the PREMISES in a homeowners association or similar entity. Further, OUTSIDE USER agrees that the determination with regard to the attribution of benefit units for the land, common areas or buildings as between the UNITS and any homeowners association shall be in the sole and reasonable discretion of the TOWN'S assessor.

9. If OUTSIDE USER, or any subsequent owner of all or any portion of the PREMISES or PROJECT, shall default in the obligation to pay any of the charges set forth in the Agreement and does not cure such default within ten (10) days after receipt of written notice of such default, a lien therefore shall attach to the OUTSIDE USER'S or subsequent owner's property within the PREMISES or PROJECT effective on recording of notice thereof in the Office of the Clerk of the County of Orange. Such lien shall be superior and prior in time to all liens recorded subsequent to recordation of this Agreement as if any such lien had been recorded concurrently with this Agreement. In the event those charges are not paid within ten (10) days after the receipt of written notice of default, all rights of the OUTSIDE USER, its heirs, successors or assigns or subsequent owners to receive sewer service under this Agreement shall cease and the TOWN reserves the right, in addition to other remedies provided for herein, to immediately discontinue the service. TOWN officials thereupon shall have the authority to enter upon the PREMISES or dwelling unit in order to disconnect and block off the service connection, and the OUTSIDE USER acknowledges and agrees that such disconnection and discontinuance of service shall not constitute a sewer or public health emergency. The TOWN may, as its option, enter unpaid operation and maintenance charges, sewer rents and special assessments upon the property tax bill for the PREMISES, and each unit therein.

10. The TOWN shall have and OUTSIDE USER hereby expressly grant to it, all legal and

equitable remedies now or hereafter available to such a municipality against the property and the owners thereof who shall default in the payment of any tax, service charge or assessment payable to it, to the same extent and with the same effect as such legal and equitable remedies could be asserted and pursued by the municipality against OUTSIDE USER were the PREMISES located within CROSSROADS CONSOLIDATED SEWER DISTRICT or any extension thereto.

11. Upon completion of the sewer facilities, the OUTSIDE USER shall offer and the TOWN will accept dedication of only such sewer facilities installed by the OUTSIDE USER as the TOWN'S Town Board in its sole discretion determines serve and benefit CROSSROADS CONSOLIDATED SEWER DISTRICT. Such offer shall be for nominal consideration and shall be in a form acceptable to the TOWN'S attorney. Simultaneously with said offer the OUTSIDE USER shall execute and deliver to the TOWN or cause to be executed and delivered all utility easements running to the TOWN in a form acceptable to the TOWN'S attorney, having a width of not less than twenty (20) feet for the reconstruction, repair, replacement, maintenance, operation and removal of the sewer facilities and appropriate recording documents as required by the Orange County Clerk. OUTSIDE USER, its successors and assigns shall repair and maintain all facilities that it installs which are not accepted for dedication by the TOWN. Appropriate notice of this continuing repair and maintenance responsibility shall be provided in any Offering Plan for the PROJECT'S UNITS. In the event a repair or maintenance activity shall, in the sole judgment of the Town, be immediately necessary to protect the TOWN'S sewer system or the public health and safety, however, the Town shall notify the OUTSIDE USER in writing and the OUTSIDE USER shall complete the repairs or maintenance within twenty-four (24) hours of receipt of said notice. OUTSIDE USER'S refusal to accept delivery of said notice shall be deemed constructive receipt of same. In the event the OUTSIDE USER fails to complete the

repairs or maintenance within the twenty-four (24) hour period, the TOWN shall have the right to enter the PREMISES and complete same at the OUTSIDE USER'S sole expense. The Town will present a statement of the costs of the repairs and maintenance within thirty (30) days of completion of same. The OUTSIDE USER shall forward payment within ten (10) days of the receipt of the statement. The OUTSIDE USER shall reimburse all expenses that may be incurred in enforcing this Agreement, such as but not limited to reasonable fees of the TOWN'S attorney and court costs.

12. This Agreement pertains solely to sewer service to the PROJECT, not to exceed one-hundred forty-four (144) Units, along with any clubhouse, recreation center, reception or similar structure or interior space requiring sewer service, as approved by the PLANNING BOARD and shall not be construed to grant any entitlement to sewer service to any addition or expansion to such PROJECT on the PREMISES or any other project or facility constructed or installed on the PREMISES.

13. The OUTSIDE USER agrees to submit to the TOWN prior to the issuance of the first building permit for the PROJECT a map, plan and report prepared by a New York State licensed Professional Engineer for a sewer district extension for the PREMISES served by the installed facilities. If requested by the TOWN, the OUTSIDE USER for itself, its successors and assigns, agrees to duly execute and deliver a petition for the extension of the CROSSROADS CONSOLIDATED SEWER DISTRICT to include the PREMISES. The OUTSIDE USER acknowledges and agrees that the TOWN shall determine in its sole discretion, when, if ever, it is appropriate to proceed with the district extension.

14. The TOWN'S agreement to provide sewer service is subject to the availability of treatment capacity at the time of actual connection of buildings in the PROJECT. Nothing herein

contained shall assure availability of treatment capacity at the City of Newburgh's sewage treatment plants for treatment of the PROJECT'S sewage. The permitting of OUTSIDE USER to connect to the CROSSROADS CONSOLIDATED SEWER DISTRICT facilities is predicated upon and subject to capacity at the sewage treatment plant in excess of that required by users within the TOWN'S sewer districts at the time of connection; and such permits and approvals as are required by the City of Newburgh, agencies of Orange County and New York State for the granting of connection permits to the premises by the TOWN, such permits and approvals being the sole responsibility of OUTSIDE USER to obtain at its expense. OUTSIDE USER agrees to hold the TOWN harmless from claims arising from any absence of treatment capacity for the PROJECT'S sewage. The TOWN represents that it is entitled to use three million eight hundred thousand (3,800,000) gallons per day of capacity at the City of Newburgh's sewage treatment plant pursuant to the May 6, 2004, agreement between the TOWN and City. Nothing contained in this Agreement shall be construed to afford the OUTSIDE USER the right to compel the TOWN to enforce its agreement with the City of Newburgh.

15. Any and all notices shall be addressed to the parties at the address set forth in the beginning of this Agreement or to such other address as may hereinafter be designed in writing by either party to the other.

16. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

17. This Agreement is in addition to and not in limitation of any other rights and remedies the TOWN may have by virtue of any other instrument, by law or otherwise. This Agreement is

executed in, and shall be construed in accordance with the laws of the State of New York.

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

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

20. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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

THE TOWN OF NEWBURGH

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

GARDNER RIDGE ASSOCIATES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Gilbert J. Piaquadio, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK

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

On the    day of       , 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared       , personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK