



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

PROJECT NAME: MONARCH WOODS SENIOR HOUSING
PROJECT NO.: 19-28
PROJECT LOCATION: SECTION 103, BLOCK 7, LOT 18/SECTION 47, BLOCK 1, LOT 46
REVIEW DATE: 24 SEPTEMBER 2025
MEETING DATE: 2 OCTOBER 2025
PROJECT REPRESENTATIVE: ENGINEERING & SURVEYING PROPERTIES, PC

1. The project is requesting a 6-month extension of its conditional final approval. The six-month extension will run 2 October through 2 April 2025.
2. I have attached a copy of the project status for conditions of approval.
3. The applicant and their representative are currently working towards completion of conditions of approval.

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'Patrick J. Hines'.

Patrick J. Hines
Principal

A handwritten signature in black ink, appearing to read 'Michael W. Weeks'.

Michael W. Weeks, P.E.
Principal

PJH/kmm

NEW YORK OFFICE

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

PENNSYLVANIA OFFICE

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



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

PROJECT NAME: MONARCH WOODS SENIOR HOUSING
PROJECT NO.: 19-28
PROJECT LOCATION: SECTION 103, BLOCK 7, LOT 18/SECTION 47, BLOCK 1, LOT 46
REVIEW DATE: 19 SEPTEMBER 2025
MEETING DATE: N/A
PROJECT REPRESENTATIVE: ENGINEERING & SURVEYING PROPERTIES, PC

At the 7 March 2024 Planning Board meeting the subject project received amended conditional final approval. The amended conditional final approval contained 25 specific conditions to be addressed prior to the site plans being stamped.

1. The applicant shall obtain all outside agency approvals required for the Project, including but not limited to all permits and approval identified in the EAF for the Project and as outlined herein.
Response: The applicant has obtained outside agency approvals including the Army Corp. of Engineers preconstruction notification for Nationwide Permit #29. The 9 January 2023, email from Brian Orzel of the Army Corp. of Engineers. Watermain extension was received on 6 January 2023 see copy of Health Department approval. NYSDEC sewer main extension approval 8 February 2023. Fire Department conceptual approval see email dated 8 August 2023 from Chief Willam Lynn. NYSDOT application rescind letter dated 16 October 2023.
2. The Applicant shall comply with the terms and conditions of the decision granting the variances required for the size of the units from the Town of Newburgh Zoning Board of Appeals.
Response: Continued compliance required.
3. The Applicant shall comply with the terms and conditions of the Town Board's senior housing authorization granted on January 23, 2023.
Response: Continued compliance required. See copy of Town of Newburgh letter to John P. Ewasutyn dated 21 February 2023.
4. The Applicant shall enter into a Developer's Agreement with the Town Board to fund its fair share contribution of traffic improvements, which include improvements to NYS Route 52 in the vicinity of the project, if required by the Town Board.
Response: Confirmation that this development has been executed by the Town along with payment agreed upon in the Developers Agreement has been executed by the Town along with payment of the agreed upon Developers' Agreement fee.
5. The Applicant shall obtain coverage under the NYSDEC General Permit for Stormwater Discharges for Construction Activities in effect at the time that the Applicant obtains such coverage (the "SPDES General Permit"), and proof of coverage shall be provided to the Planning Board prior to the release of the signed plan.

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Response: Coverage under the NYSDEC General Permit for Stormwater Discharge for construction activities must be obtained prior to stamping of the plans.

6. The Applicant shall prepare and submit a Stormwater Facilities Maintenance Agreement to the Town Attorney and the Town Engineer for their review, and upon their approval, shall execute and record the agreement with Orange County Clerk's Office, and provide proof of such recording.

Response: A Draft Stormwater Facilities Maintenance Agreement has been provided by the applicant's representative. Town Board approval for the Stormwater Facilities Maintenance Agreement is required prior to stamping of the plans.

7. Prior to signing of plans or issuance of a building permit, the Applicant shall deliver a performance security to the Town Clerk, pursuant to Section 157-10 (B) of the Code of Ordinances of the Town of Newburgh, in order to guarantee to the town that the Applicant will faithfully cause to be constructed and completed the required public stormwater improvements shown on the plans. The performance security shall be in an amount set by the Town Board and shall be satisfactory to the Town Board and Town Attorney as to form, sufficiency, manner of execution and surety. A period of three (3) years shall be set forth in the document of surety within which required improvements must be completed. An inspection fee in an amount in accordance with Section 104-2 (A)(8) shall also be submitted and deposited in an escrow account to cover the cost of the Town's periodic inspection of the erosion control measures to be implemented by the Applicant.

Response: The Town Board approved the Stormwater Security in the amount of \$489,542.11 was approved on 11 April 2025. Inspection fee in accordance with the Town Code of \$19,942.00 is also required to be posted. Security in a form acceptable to the Town Attorney as well as posting of the inspection fees are required prior to stamping of the plans.

8. The Applicant shall obtain approval from the Orange County Department of Health for the water main extension.

Response: The applicant shall obtain approval from the Orange County Health Department for watermain extension. Watermain extension approval has been received 6 January 2023. (See Attachment)

9. The Applicant shall obtain approval from the Town of Newburgh Water Department for potable water and fire flow connections.

Response: A permit shall be obtained from the Town of Newburgh Water Department prior to construction of the watermain system. Permit fee must be provided prior to commencement of water improvements.

10. The Applicant shall obtain approval from the Town Engineer's office and Code and Building Departments regarding the design of fire protection systems.

Response: Continued compliance required. Fire protection system designed plan will be received by the Code Enforcement Officer upon building permit application.

11. An inspection fee for the required water main extension shown on the plans in an amount in accordance with Section 179 of the Code of Ordinances of the Town of Newburgh shall be paid to the Town prior to signing of the plans.

Response: Town Code the watermain extension fee will be collected from the applicant upon application for the permit for the site plan.

12. The Applicant shall submit a complete set of fire protection/water storage/fire pump design drawings to the Town of Newburgh representatives for their review and approval.

Response: Fire protection water supply drawings must be provided to the Code Enforcement Officer during building permit process.

13. The Applicant shall submit a cost estimate for the water main extension.

Response: The applicant shall submit a cost estimate to the Water Department for permit fee.

14. Pursuant to 185-57 (L), together with 163-9 (B) (incorporated therein by reference), as well as 185-50 (D), this approval shall be subject to the applicant posting, with the Town Clerk, a performance security, in an amount recommended by the Town's Landscape Architect in order to secure timely completion and appropriate maintenance of the landscaping improvements depicted on the plans, satisfactory to the Town Board, Town Engineer and Town Attorney as to form, sufficiency, manner of execution and surety. The bond shall recite that all improvements secured thereby shall be completed within three year(s) of this approval and maintained for a period of two years thereafter. The Town's Landscape Architect, is hereby authorized to periodically inspect the site in order to insure compliance with this condition. A separate inspection fee in an amount in accordance with Section 104-2 (A) (8) shall be submitted and deposited in an escrow account to cover the cost of the Town's Landscape Architect services. The applicant shall be required to pay the required landscaping security and inspection fee to the town before the plans are signed or any building permits are issued.

Response: Landscape bond estimate in the amount of \$8,202.48 was accepted by the Town Board at 14 April 2025 meeting. In corresponding inspection fee of \$1,000.00 is also required. **Posting of landscaping securities in a form acceptable to the Town Attorney are to occur prior to stamping of the plans. Posting of the \$1,000.00 security fee must also be completed prior to stamping of the plans.**

15. The Applicant shall comply with the requirements of the Town's Tree Preservation and Protect Law, Chapter 172 of the Town Code.

Response: Continued compliance required.

16. The Applicant shall provide a performance security in the form of a bond or letter of credit acceptable to the Town as to form or cash to guarantee performance in accordance with the tree preservation plans and the reforestation plan.

Response: A tree restitution in the amount of \$1,706.80 must be paid prior to stamping of the plans. **A \$1,000.00 inspection fee must also be posted prior to stamping of the plans in accordance with Chapter 172 of the Town Code.**

17. Prior to the signing of plans or issuance of a building permit, the Applicant shall deliver a performance security to the Town Clerk, pursuant to Section 163-9 of the Code of Ordinances of the Town of Newburgh, in order to guarantee to the Town that the Applicant will faithfully cause to be constructed and completed the required sewer main extension improvements. The performance security shall be in an amount set by the Town Board and shall be satisfactory to the Town Board and Town Attorney as to form, sufficiency, manner of execution and surety. It shall be in an amount sufficient to cover the entire cost of the sewer main extension as shown on the approved plans. An inspection fee in an amount in accordance with Section 104-2 (A) (8) shall also be paid to the Town prior to signing of the plans.

Response: Outside user Agreement must be executed with the Town Board. Draft copies of the Outside User Agreements are available however, execution of the Outside User Agreement and initial fees must occur prior to stamping of the plans.

18. The Applicant shall obtain approval from the Sewer Department for the sewer force main connections

Response: Payment of sewer fees will occur upon application by the applicant of the sanitary sewer installation for the site plan. A cost estimate must be provided to the Sewer Department with the permit application. An inspection fee based on the cost estimate will be collected by the department.

19. The Applicant shall submit a cost estimate for the sewer main extension.

Response: No sewer force mains are proposed. All sewer will be gravity.

20. The Project shall require Architectural Review Board approval of the final renderings of the Project, and no building permit shall be issued authorizing construction of structures inconsistent with the architectural renderings submitted to, and approved by, the Architectural Review Board as part of this approval, no shall any certificate of occupancy be issued for any structures constructed except in conformance with such renderings. Karen Arent, the Town's Landscape Architect, shall review the building plans when submitted to the Building Department in order to ensure compliance with the approved architectural renderings. Karen Arent, the Town's Landscape Architect, shall also inspect the work before a certificate of occupancy is issued to ensure compliance with the approved architectural renderings.

Response: Continued compliance required. Cost estimate must be submitted with sewer permit application.

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

Response: Continued compliance required.

22. Each and every mitigation measure identified in the Negative Declaration previously adopted for this Project shall be undertaken by the Applicant and are conditions of this approval as set forth fully herein.

Response: Continued compliance required.

23. This conditional final approval is for the construction and operation of a new 102-unit senior citizen housing facility together with related amenities as shown on the site plans. This preliminary site plan approval shall serve as the outer limit of all of the activities that can be carried out on the site without amended approval being sought and granted. In the event that other uses are proposed then the Applicant shall be required, pursuant to Section 185-57 (B), to return to the Planning Board for amended site plan approval.

Response: Continued compliance required.

24. The final site plan submission must address all of the outstanding issues raised in the various memos (both past and future) of the Town Engineer.

Response: By copy of this memo all outstanding comments by this office have been resolved.


25. The Applicant shall obtain confirmation from the Code Enforcement Office regarding the sufficiency of aerial apparatus vehicle access to the site.

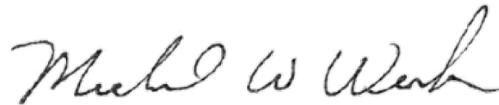
Response: The applicant has submitted fire apparatus aerial access plans to the Building Department. Final approval of the aerial access plan will occur upon building permit application.

Based on the above, several outstanding procedural matters must occur including execution of all required agreements and payment of all necessary fees. This office does not recommend stamping of the site plans at this time.

Respectfully submitted,

MHE Engineering, D.P.C.


Patrick J. Hines
Principal


Michael W. Weeks, P.E.
Principal

PJH/kmm

CONDITION #1



Montgomery Office:

71 Clinton Street
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B
Goshen, NY 10924

(845) 457 - 7727

www.EngineeringPropertiesPC.com

July 17, 2025

Town of Newburgh Planning Board
21 Hudson Valley Professional Plaza
Newburgh, NY 12550
ATTN: John P. Ewasutyn, Chairman

**RE: W.O. # 1325.01
MONARCH WOODS SENIOR HOUSING
MONARCH DRIVE
CONDITIONAL FINAL APPROVAL PACKAGE**

Dear Chairman Ewasutyn and Planning Board Members,

We are in receipt of the Resolution of Conditional Final Site Plan Approval dated October 11, 2023 for the above-mentioned project. Below is an itemized response to each of the Special Conditions listed.

Outside Agency Approvals

1. The applicant has obtained all outside agency approvals required for the project, including NYSDOH for Water Main Extension, NYSDEC for Sewer Main Extension, ACOE NWP - 29 for wetlands disturbance and NYSDEC Water Quality Permit. (See Appendix 1) The NYSDOT permit request has been rescinded and the applicant has agreed to a fair share offsite contribution agreement. towards traffic improvements from the Town of Newburgh Town Board. (See Appendix 4)
2. In regard to ACOE and NYSDEC permits, see response to Item #1 above.
3. The applicant will comply with the terms and conditions of the decision granting the variances required (See Appendix 2) for the size of the units from the Town of Newburgh Zoning Board of Appeals. Map notes regarding these conditions have been provided on sheet O-100.
4. The applicant will comply with the terms and conditions of the Town Board's senior housing authorization granted on January 23, 2023. (See Appendix 3)

Stormwater

5. The applicant will obtain coverage under the NYSDEC General Permit for Stormwater Discharges for Construction Activities in effect at the time that the Applicant obtains such coverage (the "SPDES General Permit") and will provide proof of coverage to the Planning Board prior to release of the signed plan.

6. A Stormwater Facilities Maintenance Agreement has been prepared by the project Attorney, John Cappello Esq and is attached. The applicant will execute and record the agreement with Orange County Clerk's Office and provide proof of record prior to release of the signed plans. A copy of the agreement is in Appendix 4.
7. A stormwater facility bond in the amount of \$489,542.11 was Approved by the Town Board on April 14, 2025. An inspection fee in the amount of \$19,942.00 will be paid and a Bond posted prior to signature .

Water

8. Orange County Department of Health Approval for the Water Main Extension has been obtained. (See Appendix 1)
9. The Town standard notes reference the approval requirement from the Town of Newburgh Water Department for potable water and fire flow connections are included on Site Plan sheet C-302.
10. General Note No. 13 referencing the required approval of Fire protections systems from Town Engineer's Office and Code and Building Departments has been added to the Site Plans on sheet (O-100). (See Site Plan Attached in Appendix 7)
11. The Town engineer has approved the proposed water main estimate. The appropriate fee will be paid prior to map signature.
12. See response to condition #9 above.
13. See response to condition #11 above.

Landscape Security & Inspection Fee

14. The Landscape Bond Estimate in the amount of \$8,202.48 and corresponding inspection fee of \$1,000 was approved on April 14, 2025 by the Town Board. The bond and inspection fee will be provided prior to signature of the plans

Tree Preservation Compliance & Security

15. The application is in compliance with the requirements of the Town's Tree Preservation and Protection Law, Chapter 172 of the Town Code.
16. A tree restitution fee of \$1,706.80 will be paid prior to map signature.

Sewer Main

17. The applicant's proposed sewer main extension is a private improvement and as such does not require performance security to the Town Clerk, as this project does not include any subdivision.
 - a. A copy of the outside user sewer agreement is attached in Appendix 4.
18. The project does not propose any sewer force main connections.

19. The sewer main extension is a private improvement and does not require a bonded cost estimate.

Architectural Review Board

20. General Note No. 14 has been added to the Site Plans on sheet O-100 in reference to the required Architectural Review Board approval of the final renderings of the Project in order to obtain a building permit.

Outdoor Fixtures & Amenities

21. The applicant will comply with the approved Site Plan set.

SEQRA Mitigation Measures

22. The applicant will follow each and every mitigation measure as identified in the Negative Declaration previously adopted for this Project.

Narrative as Limit of Use

23. The applicant understands that this approval is for the use of 102 senior citizen housing units.

Engineering & Code Enforcement Compliance Required

24. This final Site Plan submission included as attached in Appendix 7 has addressed all outstanding issues raised in the various memos of the Town Engineer. A comment-by-comment response memo to the reviewing Engineer's comments has been included in this submission as attached in Appendix 5.

25. The sufficiency of aerial apparatus vehicle access to the site has been addressed in the MHE comment response letter (See Appendices 5 & 6).

If you have any additional questions and/or comments, please don't hesitate to contact this office.

Sincerely,
Engineering & Surveying Properties, PC



Ross Winglovitz, P.E.
Principal

APPENDICES

APPENDIX 1: AGENCY APPROVALS & NYSDOT PERMIT WITHDRAWAL

APPENDIX 2: VARIANCES GRANTED

APPENDIX 3: SENIOR HOUSING AUTHORIZATION GRANTED

APPENDIX 4: AGREEMENTS

APPENDIX 5: MHE TECHNICAL REVIEW COMMENTS & RESPONSE LETTER

APPENDIX 6: FIRE APPARATUS ACCESS

APPENDIX 7: SITE PLANS (REV. 12 – 07/11/2025)

APPENDIX 1

AGENCY APPROVALS & NYSDOT PERMIT WITHDRAWAL

Ross Winglovitz

From: Ross Winglovitz
Sent: Friday, September 22, 2023 9:58 AM
To: Ross Winglovitz
Subject: FW: [URL Verdict: Unknown][Non-DoD Source] Fwd: Monarch Woods Wetlands - 3-3346-00496/00001 Monarch Woods Senior Community

From: Michael Nowicki <ecolsol@aol.com>
Sent: Monday, January 9, 2023 5:35 PM
To: ellen.hart@dec.ny.gov; Michael Puzio <mikep@ep-pc.com>; Ross Winglovitz <Ross@ep-pc.com>; mikchief99@aol.com
Subject: Fwd: [URL Verdict: Unknown][Non-DoD Source] Fwd: Monarch Woods Wetlands - 3-3346-00496/00001 Monarch Woods Senior Community

All - authorization from Brian below

Mike

-----Original Message-----

From: Orzel, Brian A CIV USARMY CENAN (USA) <Brian.A.Orzel@usace.army.mil>
To: Michael Nowicki <ecolsol@aol.com>
Sent: Mon, Jan 9, 2023 5:31 pm
Subject: RE: [URL Verdict: Unknown][Non-DoD Source] Fwd: Monarch Woods Wetlands - 3-3346-00496/00001 Monarch Woods Senior Community

Mike,

We received the pre-construction notification for NWP 29 for the above referenced project on September 27, 2022.

Due to my excessive work load, I was unable to provide a written determination within 45 days of its submission.

In accordance with the current nationwide general permit regulations (Federal Register dated January 13, 2021, pages 2744 to 2877), if the Corps of Engineers district does not respond to a pre-construction notification within 45 days of receipt, then the applicant may proceed with the project as proposed.

That means that the applicant must perform the work as proposed in your pre-construction notification, including mitigation. Any substantive changes to the project would require the applicant to submit a new notification to this office.

If you have any questions, let me know.

Brian

Brian A. Orzel
Senior Regulatory Project Manager, Civil Engineer
NY District US Army Corps of Engineers
Regulatory Branch
26 Federal Plaza, Room 16-406
New York, New York 10278-0090

Please note in order to ensure our continuity of operations and improve the timeliness of permit application reviews due to the on-going COVID-19 virus, the New York District, U.S. Army Corps of Engineers is requiring that all new permit

applications be submitted to the New York District electronically at CENAN-R-Permit-App@usace.army.mil. Until further notice, the New York District will no longer process any paper permit applications.



Steven M. Neuhaus
County Executive

DEPARTMENT OF HEALTH

Dr. Alicia Pointer, DO, MPH, FAAP
Commissioner of Health
124 Main Street
Goshen, New York 10924

Environmental Health
Phone: (845) 291-2331
Fax: (845) 291-4078
www.orangecountygov.com

January 6, 2023

52 Monarch Development, Inc.
POB 2009
Hyde Park NY 12538

Re:
Approval of plans & specs for:
Water Main Extension to serve
Monarch Woods Senior Community – Monarch Drive
CWS – ID#3503578
Town of Newburgh

CGN#10481

Dear Applicant:

We have this day approved the plans and specifications submitted by Engineering & Surveying Properties, P.C., dated September 17, 2019, last revised November 22, 2022, for the above mentioned project.


Application for this project was duly made by you and received in this office on September 26, 2022.

We are enclosing a Certificate of Approval. A copy of the approved plans is being retained in our files and the remaining sets are being returned to your engineer.

Very truly yours,

Steven Gagnon, M.P.H., P.E.
Principal Public Health Engineer

SG/LSB/ajc

cc:  Engineer
Town of Newburgh
BPWSP: Albany
File

Enc.

Approval of Plans for
Public Water Supply Improvement

This approval is issued under the provisions of 10 NYCRR, Part 5:

CGN# 10481

1. Applicant 52 Monarch Development, Inc.	2. Location of Works (C, V, T) Town of Newburgh	3. County Orange	4. Water District (Specific Area Served) Newburgh Cons.W.D. - CWS-ID#3503578
5. Type of Project			
<input type="checkbox"/> 1. Source <input type="checkbox"/> 3. Pumping Units <input type="checkbox"/> 5. Fluoridation <input type="checkbox"/> 8. Storage			
<input type="checkbox"/> 2. Transmission <input type="checkbox"/> 4. Chlorination <input type="checkbox"/> 6. Other Treatment <input type="checkbox"/> 9. Other			
XXX7. Distribution			
Remarks: Installation of +/- 646 L.F. of 8" Class 52 DIP water main to provide water service to the proposed 102 unit Monarch Woods Senior Community Complex (24-one bedroom and 78 - two bedroom apartment units). Project additionally includes the installation of three (3) fire hydrants, two (2) 6" DIP service connections to the two (2) proposed residential buildings (providing both domestic and fire sprinkler service), and one (1) 1" copper water service to supply the proposed clubhouse/pool complex. The 8" DIP water main is connected by wet tap to the existing 8" water main along Monarch Drive.			

By Initiating improvement of the approved supply, the applicant accepts and agrees to abide by and conform with the following:

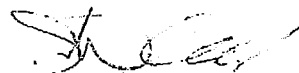
- a. THAT the proposed works be constructed in complete conformity with the plans and specifications approved this day or approved amendments thereto.
- b. THAT this approval/acceptance is granted only for the review conducted for compliance with regulations under the jurisdiction of the Orange County Department of Health. It does not supersede and/or provide any additional approval that may be required to be issued by other agencies, including but not limited to local municipalities; Orange County Departments of Planning and Public Works; New York State Departments of Environmental Conservation; Health and Transportation; and/or U.S. Army Corps of Engineers.

(SEE ATTACHMENT)

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

January 6, 2023

Date



, P.E.

Designated Representative

Steven Gagnon, M.P.H., P.E., Principal Public Health Engineer

Name and Title

O.C. Dept. of Env. Health
124 Main St., Third Floor
Goshen, NY 10924

General

6. Type of Ownership		XXX68 Private - Other		<input type="checkbox"/> 1 Authority	<input type="checkbox"/> 30 Interstate
<input type="checkbox"/> Municipal	<input type="checkbox"/> Commercial	<input type="checkbox"/> Private - Institutional	<input type="checkbox"/> 19 Federal	<input type="checkbox"/> 40 International	
<input type="checkbox"/> Industrial	<input type="checkbox"/> 9 Water Works Corp.	<input type="checkbox"/> 26 Board of Education	<input type="checkbox"/> 20 State	<input type="checkbox"/> 18 Indian Reservation	
7. Estimated Total Cost		8. Population Served		9. Drainage Basin	
\$75,000.00		180 bedrooms		Hudson River	
10. Federal Aid Involved?		11. WSA Project?			
<input type="checkbox"/> 1 Yes XXX2 No		<input type="checkbox"/> 1 Yes XXX2 No			

Source N/A

12. <input type="checkbox"/> Surface Name Class		13. Est. Source Development Cost
<input type="checkbox"/> Ground Name Class		
14. Safe Yield	15. Description	
GPD		

Treatment N/A

16. Type of Treatment			
<input type="checkbox"/> 1 Aeration	<input type="checkbox"/> 4 Sedimentation	<input type="checkbox"/> 7 Iron Removal	<input type="checkbox"/> 10 Softening
<input type="checkbox"/> 2 Microstrainers	<input type="checkbox"/> 5 Clarifiers	<input type="checkbox"/> 8 Chlorination	<input type="checkbox"/> 11 Corrosion Control
<input type="checkbox"/> 3 Mixing	<input type="checkbox"/> 6 Filtration	<input type="checkbox"/> 9 Fluoridation	<input type="checkbox"/> 12 Other
17. Name of Treatment Works	18. Max. Treatment Capacity GPD	19. Grade of Plant Operator Req.	20. Est. Cost
21. Description			

Distribution

22. Type of Project		23. Type of Storage N/A		24. Est. Distribution Cost
<input type="checkbox"/> 1 Cross Connection	<input type="checkbox"/> 3 Transmission	Elevated	Gals.	\$75,000.00
XXX2 Interconnection	<input type="checkbox"/> 4 Fire Pump Cl ₂	Underground	Gals.	
25. Anticipated				26. Designed for fire flow?
System Demand: Avg. 20,550 GPD Max. 41,100 GPD				XXX 1 Yes <input type="checkbox"/> 2 No
27. Description				
See item #5 on page 1 of form.				



Steven M. Neuhaus
County Executive

DEPARTMENT OF HEALTH

Dr. Alicia Pointer, DO, MPH, FAAP

Commissioner of Health

124 Main Street

Goshen, New York 10924

Environmental Health

Phone: (845) 291-2331

Fax: (845) 291-4078

www.orangecountygov.com

WATER MAIN EXTENSION
MONARCH WOODS SENIOR COMMUNITY – MONARCH DRIVE
CWS – ID#3503578
TOWN OF NEWBURCH

CGN#10481

Additional Conditions to Approval:

- c. THAT this project has indicated the intention to provide adequate fire flow by the proposed installation of sprinkler systems meeting NFPA requirements, and is, therefore, exempt from the Needed Fire Flow Guidelines of the Insurance Services Office (ISO). The proposed sprinkler system design has not been evaluated by the Orange County Department of Health for compliance with NFPA requirements.
- d. THAT any backflow prevention device(s) determined to be required by the water supplier shall be designed by others and submitted to the Orange County Department of Health under separate cover for both review and approval.
- e. THAT plans for the proposed swimming pool shall be submitted to the Orange County Department of Health under separate cover for both review and approval.

January 6, 2023

Date

M.P.H., P.E.,

Steven Gagnon, M.P.H., P.E.,
Principal Public Health Engineer

ZB

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 3

21 South Putt Corners Road New Paltz, NY 12561-1620 Phone: (845) 256-3000

www.dec.ny.gov

February 6, 2023

Mike Maher
Monarch Development, Inc.
4171 Albany Post Road
Hyde Park, NY 12538

Re: Monarch Development, Inc.,
City of Newburgh Sewer Treatment Plant, NY0026310
Monarch Woods Senior Community,
Engineering Report, Plan, and Specification Approval

Dear Mr. Maher:

The New York State Department of Environmental Conservation (DEC) has reviewed the submission(s) listed below, along with the permittee's response to comments dated November 4, 2022, for the referenced water pollution control project. The proposed project consists of the following major components:

- Facility design flow of 20,550 GPD.
- 631 linear feet of 8-inch PVC gravity sewer main.
- Four sanitary sewer manholes.

The following submission has been reviewed and is hereby **approved**:

Project Title: Monarch Woods Senior Community
Date of Documents: 11/22/2022
Consulting Firm: Engineering & Surveying Properties
Prepared by: Ross Winglovitz, P.E., (License #: 071701)

Contract No. 1325.01 – Monarch Woods Senior Housing, Sheets O-100, C-101, C-103, C-202, and C-301

Basis of Design Report entitled "Monarch Woods" dated November 22, 2022.

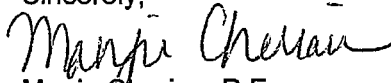
The DEC does not assume responsibility for the design of the project. The NYS-licensed professional engineer who designed the system and has certified that the project meets all requirements is responsible for the design. Our review is a technical review of the processes involved in conveying and/ or treating sewage rather than a complete detailed review of the design.



Department of
Environmental
Conservation

If you have any questions regarding this letter, please contact Stephen Monteverde, at (845) 256-3162 or Stephen.Monteverde2@dec.ny.gov.

Sincerely,



Manju Cherian, P.E.

Professional Engineer II

cc/ec: James Sturomski, P.E., Orange County Health Department w/enclosure
Ross Winglovitz, P.E., Engineering & Surveying Properties w/enclosure
Michael Puzio, Project Engineer, Engineering & Surveying Properties
Doug Upright, P.E., NYSDEC
Gil Piaquadio, Town Supervisor, Town of Newburgh



Department of
Environmental
Conservation

General Conditions

Please be advised that this determination is subject to the following conditions:

- (1) **THAT** the facilities shall be operated in compliance with State Pollutant Discharge Elimination System (SPDES) permit No. NY0026310 for the Newburgh Wastewater Treatment Plant.
- (2) **THAT** this approval letter and conditions, and the approved submissions be kept on file by the permittee, owner and/or operator.
- (3) **THAT** any and all construction undertaken shall be completely and wholly at the risk of the permittee.
- (4) **THAT** this approval may be modified, suspended or revoked pursuant to Article 17 of the NYS ECL where DEC finds a violation of any term of this approval or that this approval was obtained by misrepresentation or failure to fully disclose all relevant facts.
- (5) **THAT** the facilities or the approved plans for these facilities shall not be changed or modified or otherwise altered without prior written approval by DEC.
- (6) **THAT** this office is to be notified when construction begins.
- (7) **THAT** this approval in no way relieves the permittee, owner and/ or developer or any of their employees from obtaining all other approvals or permits required by DEC or any other municipal agency.
- (8) **THAT** upon completion of construction, the NYS-licensed professional engineer (PE) overseeing construction shall submit a construction completion certificate to this office and the permittee, certifying the constructed facilities have been under their supervision and the work has been completed in accordance with the approved engineering report and plans.
- (9) **THAT** the facilities shall not be placed into operation until the permittee has received written acceptance of the construction completion certification form from DEC.
- (10) **THAT** the approved project must be completed within 5 years of the approval date, at which time the approval will expire.
- (11) **THAT** the collection system be tested for leakage and deflection, as applicable, in accordance with the design standards accepted by DEC and the engineer will forward the results of the tests to DEC.
- (12) **THAT** this approval is for construction of the sanitary sewer main extension in accordance with reviewed documents and does not authorize connection of additional service connections to the sewer main.



**CONSTRUCTION COMPLETION CERTIFICATION
SPDES PERMITTED FACILITIES**

Permittee:		SPDES No:	
Facility:			
Project:			
Consent Order:	<input type="checkbox"/> NA <input type="checkbox"/> Yes	Number:	

ENGINEER'S CONSTRUCTION AND OPERATION & MAINTENANCE MANUAL COMPLETION CERTIFICATION
(in accordance with 6NYCRR Parts 750-2.8(a)(2) and 750-2.10)

The above referenced new or modified disposal system has been constructed under the general supervision of a person or firm licensed to practice professional engineering in the State of New York and has been fully completed in accordance with the approved engineering report, plans and specifications, permit and letter(s) of approval. A written O&M Manual has been developed and a copy provided to the SPDES permittee. I certify under penalty of law that this document, and any attachments, was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

LIST ANY DEVIATIONS FROM THE APPROVED ENGINEERING REPORT, DESIGN DOCUMENTS, OR ACCEPTED DESIGN STANDARDS:

Engineer Name	Engineer Signature	NYS PE License #	Date
---------------	--------------------	------------------	------

CONSTRUCTION ACCEPTANCE (to be completed by DEC and returned to the permittee)

- ☐ This construction completion certificate is accepted, operation of the new or modified disposal system may begin.
☐ This construction completion certificate is not accepted. Please see accompanying letter for further instructions.
☐ Submit a copy of the current O&M Manual within 30 days.

Regional Water Engineer or Assigned Representative	Signature	Date
--	-----------	------



Department of
Environmental
Conservation

CALCULATIONS

URG - ZONING DISTRICT B

NG [§185-48] (LOT 2)

±276,845 SF = ±6.35 AC
±184,013 SF = ±4.22 AC
±460,858 SF = ±10.57 AC

- 75% WETLAND AREA) ±10.57-(0.75x1.06) = ±9.76 AC

& 76% 2-BEDROOM
R ACRE FOR 1-BEDROOM
R ACRE FOR 2-BEDROOM

C * .24) + (10 UNITS * 9.76 AC *.76) = 102.3 UNITS

S = 102.3 UNITS

2 BUILDINGS X (12) 1-BEDROOM UNITS EACH = 24 UNITS
2 BUILDINGS X (30) 2-BEDROOM UNITS EACH = 78 UNITS

MENT UNITS PROPOSED = 102 UNITS

6. DUE TO THE PROXIMITY OF THE PROJECT SITE TO KNOWN NORTHERN LONG-EARED BAT & INDIANA BAT HIBERNACULUM, POTENTIAL ROOST TREES SHALL ONLY BE CUT AND REMOVED DURING KNOWN HIBERNATION MONTHS BETWEEN THE DATES OF NOVEMBER 1ST THROUGH MARCH 31ST, IN ORDER TO AVOID DIRECT ADVERSE IMPACTS TO BOTH SPECIES
7. ALL RESIDENTIAL BUILDINGS WILL BE EQUIPPED WITH AN APPROVED FIRE SPRINKLER SYSTEM.
8. BASED ON SENIOR CITIZEN USE, THE PROJECT SHALL PROVIDE EMERGENCY POWER GENERATORS IN THE CASE OF POWER LOSS.
9. ORANGE COUNTY DEPARTMENT OF HEALTH PLAN APPROVAL IS LIMITED TO 5 YEARS. TIME EXTENSIONS FOR PLAN APPROVAL MAY BE GRANTED BY THE ORANGE COUNTY DEPARTMENT OF HEALTH BASED UPON DEVELOPMENT FACTS AND ANY REGULATIONS, OR GUIDANCE, IN EFFECT AT THAT TIME. A NEW PLAN SUBMISSION MAY BE REQUIRED TO OBTAIN A TIME EXTENSION.
10. ONLY NOTES ASSOCIATED WITH THE DESIGN AND INSTALLATION OF THE PROPOSED WATERMAIN AND SERVICES AND DISINFECTION AND TESTING OF THE PROPOSED WATERMAIN AND ASSOCIATED APPURTENANCES ARE SUBJECT TO REVIEW OF THE ORANGE COUNTY DEPARTMENT OF HEALTH.
11. UDIG NY MUST BE CONTACTED PRIOR TO ANY EXCAVATION OR DEMOLITION (DIAL 811 OR WWW.UDIGNY.ORG).
12. ANY BACKFLOW PREVENTION DEVICE(S) DETERMINED TO BE REQUIRED BY THE WATER SUPPLIER WILL BE DESIGNED BY OTHERS IN ACCORDANCE WITH THE OCDOH REQUIREMENTS AND THAT APPLICATION FOR ANY SUCH BACKFLOW PREVENTION DEVICE SHALL BE SUBMITTED TO THE OCDOH FOR REVIEW AND APPROVAL UNDER SEPARATE COVER.

G CALCULATIONS

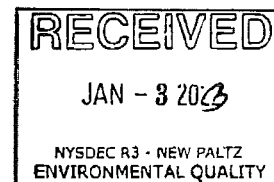
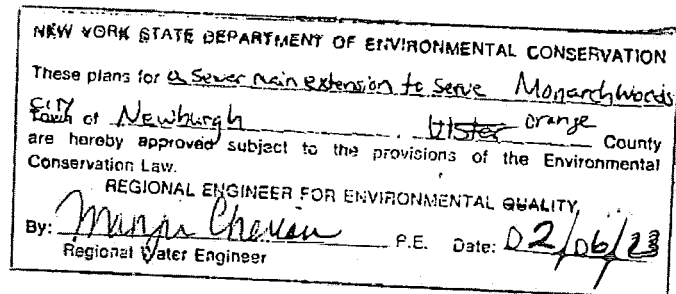
COUNT: 78 2-BEDROOM UNITS
24 1-BEDROOM UNITS

NG REQUIRED FOR 1 & 2-BEDROOM UNITS IN B ZONE:
OOM: 2.0 SPACES PER DWELLING UNIT
1 UNITS X 2.0 = 48 SPACES
OOM: 2.0 SPACES PER DWELLING UNIT
3 UNITS X 2.0 = 156 SPACES

NG REQUIRED: 204 SPACES

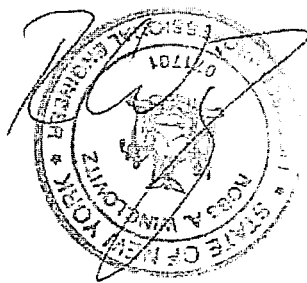
PARKING PROVIDED = 204 SPACES

RKING SPACES REQUIRED
RKING SPACES PROVIDED
LDING GARAGE PARKING SPACES

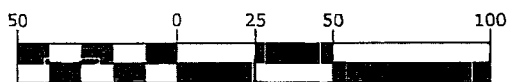


COPIES OF THIS DOCUMENT WITHOUT AN ACTUAL OR FACSIMILE OF THE ENGINEER'S SIGNATURE AND AN ORIGINAL STAMP IN RED OR BLUE INK SHALL BE CONSIDERED INVALID.

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DOCUMENT BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER IS A VIOLATION OF SECTION 7209 SUBSECTION 2 OF THE NEW YORK STATE EDUCATION LAW.



ROSS WINGLOVITZ, P.E.
NEW YORK LICENSE # 071701



1 inch = 50 ft.

ENGINEERING & SURVEYING PROPERTIES

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MONTGOMERY OFFICE

71 CLINTON STREET
MONTGOMERY, NY 12549
Ph: (845) 457-7727
WWW.EP-PC.COM

OVERALL PLAN

MONARCH WOODS SENIOR COMMUNITY
MONARCH DRIVE
TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK

JOB #:	1325.01	DRAWN BY:	MP
DATE:	09/17/19	SCALE:	1" = 50'
REVISION:	7 - 11/22/22	TAX LOT:	103-7-18 & 47-1-46

O-100

Ross Winglovitz

From: MICHAEL MAHER <mikchief99@aol.com>
Sent: Tuesday, August 8, 2023 8:29 AM
To: Ross Winglovitz
Subject: Fwd: Monarch Woods

See email below from Orange Lake FD Chief approving the site plan changes.

Sent from Mike Maher's iPhone

Begin forwarded message:

From: William Lynn <dleccar2@gmail.com>
Date: August 8, 2023 at 5:46:50 AM EDT
To: mikchief99@aol.com
Subject: Monarch Woods

Mike,
As per our meeting on 8/3 and reviewing the revised site plan for Monarch Woods Senior Housing, removing the access off of RT 52 and increasing the accessibility from east and providing an accessible stairway on the west side is an acceptable alternative and we have no issues with these changes.
Any questions please advise.
Thanks.

Bill Lynn
Chife orange lake, fire department .



Montgomery Office:

71 Clinton Street
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B
Goshen, NY 10924

(845) 457 - 7727

www.EngineeringPropertiesPC.com

October 16, 2023

Traffic and Safety Group
NYSDOT Region 8
4 Burnett Boulevard
Poughkeepsie, NY 12603
ATTN: Zakia R. Alam, Assistant Engineer

**RE: T. NEWBURGH PROJECT #19-28
MONARCH WOODS SENIOR COMMUNITY
MONARCH DRIVE
PERM 33-COM WITHDRAWAL REQUEST**

Dear Zakia,

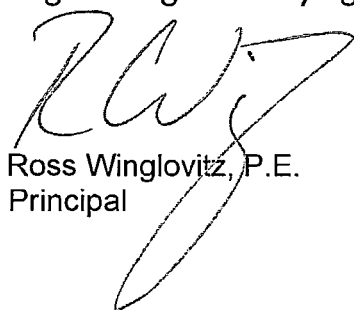
Please find enclosed a revised Overall Site Plan for the Monarch Woods Senior Housing project, along with a copy of the Town of Newburgh Planning Board's Conditional Final Approval dated October 11, 2023.

Engineering & Surveying Properties, PC (EP) has obtained all approvals from the required outside agencies. Based on revised design, as shown in the Amended Site Plan set enclosed, the NYSDOT permit filed in September of 2022 is no longer applicable to this project. The emergency access drive previously proposed off NYS Route 52 has been eliminated, and an emergency access lane is proposed on-site to the rear of the structure for Building #2. Please confirm our request for withdrawal of the initial permit application.

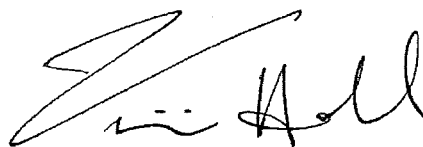
If you have any questions and/or comments, please do not hesitate to contact us.

Sincerely,

Engineering & Surveying Properties, PC



Ross Winglovitz, P.E.
Principal



Vivian Hall
Staff Engineer

cc: siby.zachariah@dot.ny.gov



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO

Supervisor

845-564-4552

Fax: 845-566-9486

e-mail: supervisor@townofnewburgh.org

February 21, 2023

John P. Ewasutyn, Planning Board Chairman
Members of the Town of Newburgh Planning Board
Town of Newburgh
308 Gardnertown Road
Newburgh, New York 12550

RE: Monarch Woods Senior Community Site Plan;
52 Monarch Development Inc.
103-7-18 & 47-1-46
Planning Board Project No. 2019-19

Dear John and Planning Board Members:

I write to confirm that at its January 23, 2023 meeting, the Town Board, upon your request and recommendation, voted to authorize the Monarch Woods Senior Community project in the B Zoning District under the provisions of Section 185-48 of the Zoning Code. The Planning Board's review of the site plan for the project accordingly may move forward. The Town Board acted following receipt of the Negative Declaration issued by the Planning Board as the Lead Agency for the SEQRA review of the action.

The authorized gross density is for 102 senior multiple dwelling units, 78 of which are to be two bedrooms and 24 of which are to be one bedroom. The Town Board further authorized the lot dimensions, building setbacks and other bulk standards set forth in "Proposed" column of the "Bulk Requirements" Schedule on the plans for the project last revised 11/22/2022 presented to the Town Board by the applicant. The dwelling units must comply with the variance granted by the Zoning Board of Appeals with respect to size restrictions and the remaining applicable provisions of Section 185-48. The applicant must also provide a satisfactory instrument providing assurances regarding appropriate future maintenance and ownership responsibilities.

Should you have any questions in this regard, please do not hesitate to contact me.

Sincerely,

Gilbert J. Piaquadio, Supervisor

GJP/

cc: Town Board Members (via e-mail)
Planning Board Members (via e-mail)
Hon. Lisa M. Vance Ayers, Town Clerk
James Osborne, Town Engineer (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Mark C. Taylor, Attorney for the Town (via e-mail)
Dominic Cordisco, Esq., Planning Board Attorney (via e-mail)
Patrick Hines, Principal, McGoeys Hauser & Edsall (via e-mail)
John Cappello, Esq. (via e-mail jcc@jglaw.law)
Ross Wingolovits, PE (via e-mail ross@ep-pcs.com)

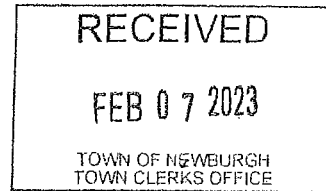
APPENDIX 2

VARIANCES

GRANTED

Section 103, Block 7, Lot 18
Section 47, Block 1, Lot 46

TOWN OF NEWBURGH: COUNTY OF ORANGE
ZONING BOARD OF APPEALS



-----X
In the Matter of the Application¹ of

52 MONARCH DEVELOPMENT, INC.

DECISION

- *An area variance allowing one-bedroom senior housing to be 840 square feet where 700 square feet is the maximum allowed;*
 - *An area variance allowing two-bedroom senior housing to be 1,060 square feet where 900 square feet is the maximum allowed.*
- X

Introduction and Background

52 Monarch Development, Inc., hereinafter "52 Monarch," and/or the "applicant," is the owner of certain improved real property located at 1 Monarch Drive in the Town of Newburgh. The property is identified on the Town Tax Map as Section 103, Block 7, Lot 18 and Section 47, Block 1, Lot 46. It is located in the B Zoning District.

The applicant is currently seeking site plan approval from the Town of Newburgh Planning Board to construct two senior housing buildings containing

¹ This application came to the ZBA upon a referral from the Planning Board during their site plan review of the 52 Monarch proposal. The application resulting from the referral originally consisted of a request for certain interpretations of the Town Code as well as a request for the area variances set forth above. The interpretation request, which is a Type II, or "exempt," action under SEQRA, was granted by the ZBA in August of 2021. The applicant then returned the Planning Board to continue to process their site plan application with the variance requests being held in abeyance until the Planning Board, as Lead Agency for the overall SEQRA review of this Type I action, completed their review. On July 7, 2022, the Planning Board issued a negative declaration concluding the SEQRA process thereby enabling the zoning board to act on the variance requests.

50 units with club house and pool area. The buildings are proposed to be 46.5 feet in height are proposed to be a mixture of one- and two-bedroom apartments.

The proposed apartments will exceed the maximum square footage permitted for senior housing units pursuant to the Town Code. As a result, the applicant requires the following variance with regard to the size of the units: (1) an area a variance permitting a one-bedroom senior housing to be 840 square feet where 700 square feet is the maximum; and (2) an area variance permitting a two-bedroom senior housing unit to be 1,060 square feet where 900 square feet is the maximum.

A public hearing was held on August 26, 2021, notice of which was published in *The Mid-Hudson Times* and *The Sentinel* and mailed to adjoining property owners as required by Code. The public hearing was adjourned relative to the requested variances until December 22, 2022 at which time it was closed.

Background

After receiving all the materials presented by the applicant and hearing the testimony of the applicant's attorney, John Capello, Esq., at the public hearing before the Zoning Board of Appeals, the Board makes the following findings of fact:

1. The applicant is the owner of vacant land located at 1 Monarch Drive and designated on the Town of Newburgh Tax Parcel 103-7-18 and 47-1-46.
2. The applicant seeks certain variances that are described herein. These variance requests may now be acted upon because the planning board, as lead agency, has completed the required coordinated SEQRA review of the overall project.

3. The applicant's proposal is set forth in their application as well as a series of photographs and a Sketch Plan prepared by Engineering and Surveying Properties PC dated September 17, 2019, last revised April 12, 2021.
4. Several members of the public were heard during the hearing. Their comments are set forth verbatim in the meeting minutes and are incorporated herein by reference.
5. The applicant was referred to the Zoning Board of Appeals by the Planning Board pursuant to correspondence from their counsel dated May 14, 2021.

After hearing the testimony at the public hearings and considering the materials received by the Board and after viewing the subject site, the Board decides as follows:

SEQRA

The Planning Board, as Lead Agency conducting a coordinated review, has heretofore issued a Negative Declaration for this Type I Action thereby concluding the SEQRA review.

Findings

In reviewing the facts presented for the requested area variances, the Board considered the five standards for determining whether the applicant has sustained its burden of proof as required by Town Law Section 267-b (3). Each factor has been considered relevant to the decision of the board of appeals, but

no single one is viewed as precluding the granting of the variances.

(1) Undesirable Change—Detriment to Nearby Properties

The applicant testified at the hearing that the size of the proposed senior housing one and two bedroom units – larger than the maximum size permitted by Town Code - would be in harmony with this existing, mature, neighborhood and would not in any way result in any undesirable changes to the neighborhood nor cause any detriment to any nearby properties. The Board further notes that the proposed use of the property for as a senior citizen housing project is a use that is permitted by Town Code. Moreover, the size of the housing units is an internal feature that will have no impact on the character of the neighborhood.

No contrary evidence or testimony was submitted at public hearing.

Absent any testimony or evidence indicating such, the Board cannot conclude that any undesirable change in the character of the neighborhood or detriment to the neighbors in that neighborhood will result from allowing the applicant to construct the senior housing buildings.

Accordingly, based upon the evidence and testimony submitted to the Board, the Board finds that the request of the variances will not result in any serious, undesirable, detriment to surrounding property owners.

(2) Need for Variance

The applicant's request is generated by their desire to construct senior housing with units larger than permitted by Code. It is difficult for the Board to evaluate the applicant's *subjective* desire to have this structure. However, the Board also notes that the focus of our inquiry is on the *character of the surround-*

ing neighborhood. We have heretofore determined that the new accessory structure will not adversely impact the character of the neighborhood.

Thus, on balance, and based upon the particular facts of this application and further based upon the testimony and evidence submitted at the Hearing, the Board finds that it is not feasible for the applicant to construct the senior housing in a way that would have any meaningful use and benefit to the applicant without the requested area variances.

Accordingly, the Board finds that the benefit sought to be achieved by the applicant cannot be achieved by any other method other than the issuance of the requested variances.

(3) Substantial Nature of Variances Requested

The variances requested are moderately substantial. However, because the unit size is an internal feature of the project, the overall effect of granting the requested variances is de minimus. Moreover, the focus of the inquiry by the Zoning Board of Appeals is upon the character of the neighborhood in question, we believe, under the circumstances presented here, that the moderately substantial nature of the variances requested does not prohibit us from granting the application.

(4) Adverse Physical & Environmental Effects

No testimony was given, nor was any evidence provided, that would indicate that issuance of the requested variances would result in any adverse physical and/or environmental effects. The applicant testified that no such effects would occur.

Absent any testimony or evidence indicating such, the Board cannot conclude that any adverse physical or environmental effects will result from allowing the applicant to construct the accessory structure.

(5) Self-Created Difficulty

The need for this variance is clearly self-created in the sense that the applicant purchased this property charged with the knowledge of the need to obtain variances in order to construct senior housing of the sizes proposed.

However, the board believes, under the circumstances presented, that the self-created nature of the need for the variances requested does not preclude granting the application. Moreover, as noted earlier, no undesirable change in the character of the neighborhood will occur as the result of the granting of the variances.

Decision

In employing the balancing tests set forth in Town Law Section 267-b (3), the Board hereby determines that the applicant has satisfied the requisites of Section 267-b and grants the variances as requested.

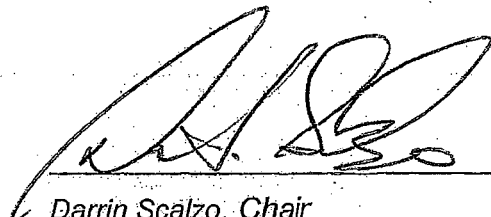
1. The variances hereby granted are granted for the purpose of authorizing construction of what is shown on the plans or described within the application materials only. No construction other than as shown or described (architectural refinements aside) is authorized by this decision.

2. This approval is not issued in a vacuum but is rather one of two independent yet interconnected discretionary approvals (the other being within the jurisdiction of the Town of Newburgh Planning Board). As such, this grant of variance is conditioned upon approval of the application now pending before the planning board. This approval of the ZBA is intended to do no more than vary the specified strict limitation provisions of the Code identified; it is not intended to authorize construction of a particular building nor approve the footprint, size, volume or style thereof. The planning board remains possessed of all of its power and authority to review, limit, request modifications to, and to ultimately approve (absolutely or conditionally) any application in reference to this project as may come before it. Should the planning board require changes in the size, location or configuration from what is shown on the plans before the ZBA that require greater or different variances, the applicant must return to the ZBA for further review and approval.

3. Section 185-55 [Procedure; construal of provisions; conflict with state law] of the Code of Ordinances of the Town of Newburgh provides, in subdivision "D," that this grant of variance shall become null and void at the expiration of six months from issuance, unless extended by this board for one additional six-month period. As noted above, this application is not decided in a vacuum but is rather tied to a specific application for approval pending before the Town of Newburgh Planning Board and this approval is conditioned upon

the applicant diligently pursuing his application before that board. Provided that the applicant shall report to this board monthly on the progress of the application pending before the planning board, and provided that such reports demonstrate a diligent pursual of that application, the time period within which the planning board application is processed shall not be included within the initial six-month limitation of Section 185-55.

Dated: December 22, 2022


Darrin Scalzo, Chair
Town of Newburgh ZBA

By roll call a motion to adopt the decision was voted as follows:

AYES: Chair Darrin Scalzo
Member Gregory Hermance
Member John Masten
Member Robert Gramstad
Member James Eberhart

NAYS: None

ABSENT: Member Darrell Bell
Member Donna Rein

STATE OF NEW YORK)

)ss:
COUNTY OF ORANGE)

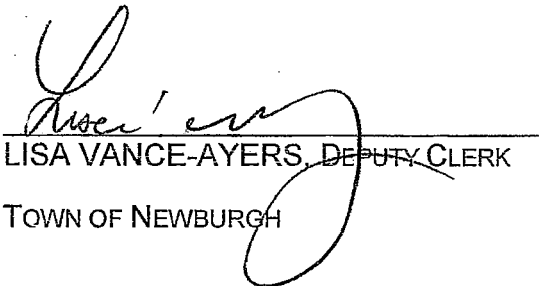
I, Siobhan Jablesnik, Secretary to the Zoning Board of Appeals of the Town of Newburgh, do hereby certify that the foregoing is a true and exact copy of a Resolution maintained in the office of the Town of Newburgh Zoning Board of Appeals, said resulting from a vote having been taken by the Zoning Board at a meeting of said Board held on Dec 22 2022.



SIOBHAN JABLESNIK, SECRETARY

TOWN OF NEWBURGH ZONING BOARD OF APPEALS

I, LISA VANCE-AYERS, Deputy Clerk of the Town of Newburgh, do hereby certify that the foregoing Decision was filed in the Office of the Town Clerk on February 7, 2023



LISA VANCE-AYERS, DEPUTY CLERK
TOWN OF NEWBURGH

APPENDIX 4

AGREEMENTS

OFF-SITE IMPROVEMENT CONTRIBUTION AGREEMENT

AGREEMENT is made this _____ day of _____, 2025 by and between the **TOWN OF NEWBURGH**, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York, 12550 (hereinafter "Town"), and **52 MONARCH DEVELOPMENT, INC.**, a New York corporation having an address at _____, _____, New York (hereinafter "Developer").

W I T N E S S E T H

WHEREAS, Developer is the owner of real property located on Monarch Drive and NYS Route 52 in the Town of Newburgh, County of Orange, State of New York, and shown on the Town of Newburgh Tax Map as Section 103, Block 7, Lot 18 and Section 47, Block 1, Lot 46 (hereinafter together the "Premises"), and

WHEREAS, Developer, received amended conditional final site plan approval from the Town of Newburgh Planning Board (hereinafter the "Planning Board") on March 7, 2024 for the development of the Premises for a 102 unit senior housing project in two buildings as more fully described and shown on the certain overall site plan prepared by Engineering & Surveying Properties, PC, dated September 22, 2023 (hereinafter the "Project"), and

WHEREAS, the Planning Board as Lead Agency under SEQRA issued a Negative Declaration for the Project on June 2, 2022 , and

WHEREAS, Developer has agreed to make a fair share contribution toward the cost of design and/or implementing certain improvements to the NYS Route 52 and NYS Route 300 intersection(s) as more fully described in a conceptual plan/preliminary design prepared by Creighton Manning Engineering, LLP for the Town (the "Off-Site Highway Improvements") ; and

WHEREAS, in accordance with condition No. 4 of the Planning Board's "Resolution of Conditional Final Site Plan Approval" for the Project, Developer is required, as a condition of approval, to enter into this Agreement effectuating its fair share contribution offer; and

WHEREAS, based upon several factors, including but not limited to analysis of the Project's contribution to traffic levels and conditions , the agreed upon fair share of Developer for the Off-Site Highway Improvements is FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS subject to the terms and conditions set forth herein

NOW THEREFORE, in consideration of the provisions set forth herein, Town and Developer agree as follows:

- 1) Prior to the Chairman of the Planning Board stamping the final site plan for the Project, the Developer shall pay to the Town the sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS (the "Developer's Deposit"). The Town may release TWENTY EIGHT THOUSAND AND NO/100 (\$28,000.00) DOLLARS of the Developer's Deposit for payment towards the costs of the Off Site Highway Improvements upon the issuance of the first building permit for the Project. The remaining TWENTY TWO THOUSAND AND NO/100 (\$22,000.00) DOLLARS of the Developer's Deposit shall be released by the Town upon issuance of a notice to proceed to the contractor awarded a contract for the construction of the Off Site Highway Improvements, provided however that in the event a notice to proceed has not been issued within thirty six (36) months of the issuance of the first building permit for the Project, then the remaining TWENTY TWO THOUSAND AND NO/100 DOLLARS of the Developer's Deposit shall be refunded to the Developer by the Town.
- 2) Upon the written request of Developer, the Town shall, within fifteen (15) business days of receipt of such request, provide an accounting of Developer's fair share contribution including disbursements.
- 3) The execution of this Agreement by the Town and the Developer, and the receipt by the Town of Developer's payment as set forth in paragraph 1 above, shall be deemed complete fulfillment of condition number ___ of the Planning Board's "Resolution of Site Plan Approval" for the Project providing for the payment by Developer of the fair share contribution.
- 4) The Town agrees that Developer shall have no obligation other than the payment obligation set forth in Paragraph 1 above with respect to the Off-Site Highway Improvements and shall not be required to undertake or to implement, in any way, any of the Off-Site Highway Improvements, or to perform or do anything related to or arising out of said improvements including, but not limited to: design of the improvements; materials and supplies; labor; equipment; performance surety; general liability insurance; workman's liability insurance; securing governmental approvals and permits; professional certifications, surveys and mapping; and construction inspection(s). In addition, Developer shall have

- no obligation to provide any warranties or guarantees related to workmanship, labor, parts, materials or anything related to construction of the improvements or to the Town's acceptance of said improvements.
- 5) The Town shall indemnify, save, and hold harmless Developer against all liabilities, liens, damages, claims, and demands of any kind arising out of or related to the undertaking and implementation of the Off-Site Highway Improvements, including reasonable attorney fees, except for liabilities, liens, damages, claims or demands arising out of or related to the Developer's negligence or willful misconduct.
 - 6) 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.
 - 7) 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.
 - 8) The invalidity or unenforceability of any provision(s) of this Agreement will not affect the validity or enforceability of any other provision(s).
 - 9) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Developer shall have the right to assign its rights to a refund of the Developer's Deposit in writing to any purchaser of the Premises. The Developer shall notify the Town in writing of any such assignment.
 - 10) This Agreement constitutes the entire Agreement between the parties any may only be modified in writing.
 - 11) The Developer shall not assign this agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

52 MONARCH DEVELOPMENT INC.

By: _____
Printed Name: Michael Maher
Title:

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE)

On the _____ day of _____, 2025, 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)

SS.:

COUNTY OF ORANGE)

On the _____ day of _____, 20__, 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

Town of Newburgh

Section 103 Block 7 Lot 18

Section 47 Block 1 Lot 46

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this _____ day of _____, 2025 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and 52 Monarch Development inc., a New York Corporation having an address at P.O. Box 2009, Hyde Park, New York 12538 (the "Facility Owner").

Whereas, the Municipality and the Facility Owner want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 10.6 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

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

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.

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

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

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

5. The Facility Owner shall not authorize, undertake, or permit alteration, abandonment, modification, or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.

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

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

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

9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.

10. This agreement is effective _____, 2025.

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

TOWN OF NEWBURGH

52 MONARCH DEVELOPMENT, INC.

By: _____
Gilbert J. Piaquadio
Supervisor

By: _____
Chirag Patel, President

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

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared **Gilbert J. Piaquadio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS.
COUNTY OF _____)

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared **Chirag Patel** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, executed the instrument.

Notary Public

Town of Newburgh
Section 103
Block 7
Lot 18
Section 47
Block 1
Lot 46

OUTSIDE USER AGREEMENT

MONARCH WOODS SENIOR HOUSING in the TOWN OF NEWBURGH

AGREEMENT made this ____ day of _____, 2025, 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 **52 MONARCH DEVELOPMENT, INC.**, a New York Corporation, having an address at _____, _____, _____ (hereinafter the "OUTSIDE USER").

WITNESSETH

WHEREAS, the OUTSIDE USER is the owner of real property in the Town of Newburgh, County of Orange, State of New York, consisting of approximately \pm ____ acres and shown on the Tax Map as Section 103, Block 7 Lot 18 and Section 47, Block 1 Lot 46 , (the "PREMISES"), and

WHEREAS, the PREMISES have received amended final conditional site plan approval from the Town of Newburgh Planning Board (the "PLANNING BOARD") for an 102 unit senior housing development in which the residential units will be located within two buildings, with an additional clubhouse and pool to be located on site, described in greater detail on a site plan dated April 7, 2022 (the "PROJECT"), and

WHEREAS, the Planning Board as Lead Agency under the SEQRA process issued a Negative Declaration on June 2, 2022, 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 located in Monarch Drive, 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 HUNDRED FIFTY NINE THOUSAND AND NO/100 (\$459,000.00) DOLLARS 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, 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 a location 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 on a final site plan in the Orange County Clerk's Office minus one unit. The OUTSIDE USER shall pay to the TOWN an additional sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$4,500.00) DOLLARS for the PROJECT's clubhouse requiring sewer service. Payment is to be made in accordance with the following schedule.

(A) ONE HUNDRED FIFTY THREE THOUSAND AND NO/100 (\$153,000.00) DOLLARS shall be paid to the TOWN prior to the Chairman of the PLANNING BOARD signing the final site plan;

(B) SEVENTY FIVE THOUSAND FIVE HUNDRED AND NO/100 (\$75,500.00) DOLLARS shall be paid to the TOWN prior to issuance of a building permit for each of the two buildings containing residential units and ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) shall be paid prior to the issuance of a building permit for the clubhouse, for a total of ONE HUNDRED FIFTY THREE THOUSAND AND NO/100 (\$153,000.00) DOLLARS; and

(C) SEVENTY FIVE THOUSAND FIVE HUNDRED AND NO/100 (\$75,500.00) DOLLARS shall be paid to the TOWN prior to issuance of a certificate of occupancy for each of the two buildings containing residential units and ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) shall be paid prior to the issuance of a certificate of occupancy for the clubhouse, for a total of ONE HUNDRED FIFTY THREE THOUSAND AND NO/100 (\$153,000.00) DOLLARS.

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 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.

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, 202__, 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 two (102) senior housing units, along with a clubhouse and related pool facility 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

52 MONARCH DEVELOPMENT, INC.,

By: _____
Name:
Title:

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

On the ____ day of _____, 2025, 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)
 : SS.:
COUNTY OF ORANGE)

On the ____ day of _____, 2025, 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

F:\wp51\TON\Agreements\ Monarch Woods Outside User Agreemen.DOC

APPENDIX 5

MIIE TECHNICAL REVIEW

COMMENTS

& RESPONSE LETTER



Montgomery Office:

71 Clinton Street
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B
Goshen, NY 10924

(845) 457 - 7727

www.EngineeringPropertiesPC.com

July 17, 2025

Town of Newburgh Planning Board
21 Hudson Valley Professional Plaza
Newburgh, NY 12550
ATTN: Patrick J. Hines

**RE: W.O. # 1325.01
MONARCH WOODS SENIOR HOUSING
MONARCH DRIVE
RESPONSE LETTER**

Dear Mr. Hines,

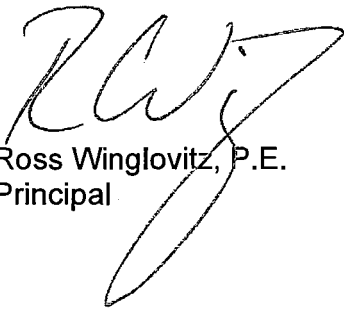
We are in receipt of the technical review comment memo regarding the above-mentioned project from MHE dated October 5, 2023. Below is a comment-by-comment response.

1. No response required.
2. After previous permit review by the New York State Department of Transportation (NYSDOT), the Site Plan set had been revised to eliminate the requirement for additional access to the project site from NYS Route 52. Since then, we have withdrawn the previously submitted permit application from the NYSDOT. Please review the attached letter from attorney John Cappello regarding this matter.
3. Emergency access lanes proposed to the rear of the structure for Building #1 and Building #2 are not intended for aerial access and are proposed at a width of 20-feet. Aerial apparatus accesses with lane widths of 26-feet have been clearly identified separately from dead-end fire apparatus access roads in the attached figure "Fire Apparatuses Access."
4. The project provides aerial apparatus access throughout the parking areas in front of the buildings. We are in compliance with the additional dead-end fire apparatus access roads at the length of 150-feet without a proposed turnaround. However, the access roads have been extended beyond 150' in length at the request of the local fire department, rather than inhibiting further access in accordance with Fire Code Section D-103.4. See attached Fire Apparatuses Access figure.
5. The Tree Classification Schedule has been revised according to the latest Tree Ordinance revisions for the Town of Newburgh.
6. The Tree Preservation Protection Table on sheet C-108 has been revised to that the disturbance threshold for Protected Trees is not more than 75% of the total inches diameter of protected trees not counted as Significant Trees.

7. The Town of Newburgh Tree Classification Schedule chart (as shown on sheet C-109), prepared by the Forester, has been revised to correct several trees previously mislabeled either as Significant or Protected. The Tree Preservation and Protection Table (shown on sheet C-108) has also been revised to reflect these changes.

If you have any additional questions and/or comments, please don't hesitate to contact this office.

Sincerely,
Engineering & Surveying Properties, PC

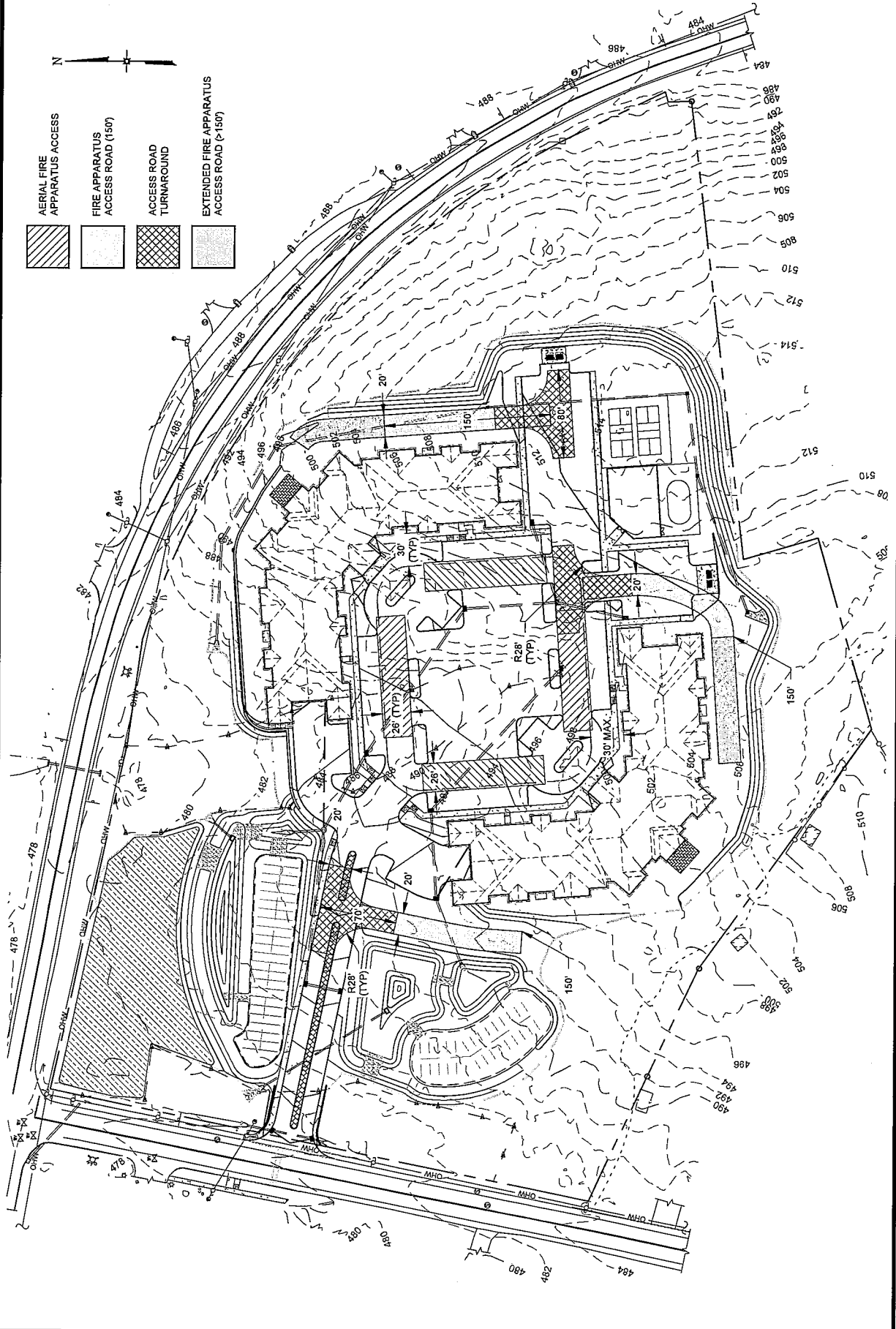
A handwritten signature in black ink, appearing to read 'RW', with a large, sweeping flourish extending from the bottom right.

Ross Winglovitz, P.E.
Principal

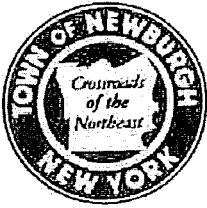
APPENDIX 6

FIRE APPARATUS

ACCESS FIGURE



CONDITION #3



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552
Fax: 845-566-9486
e-mail: supervisor@townofnewburgh.org
February 21, 2023

John P. Ewasutyn, Planning Board Chairman
Members of the Town of Newburgh Planning Board
Town of Newburgh
308 Gardnertown Road
Newburgh, New York 12550

RE: Monarch Woods Senior Community Site Plan;
52 Monarch Development Inc.
103-7-18 & 47-1-46
Planning Board Project No. 2019-19

Dear John and Planning Board Members:

I write to confirm that at its January 23, 2023 meeting, the Town Board, upon your request and recommendation, voted to authorize the Monarch Woods Senior Community project in the B Zoning District under the provisions of Section 185-48 of the Zoning Code. The Planning Board's review of the site plan for the project accordingly may move forward. The Town Board acted following receipt of the Negative Declaration issued by the Planning Board as the Lead Agency for the SEQRA review of the action.

The authorized gross density is for 102 senior multiple dwelling units, 78 of which are to be two bedrooms and 24 of which are to be one bedroom. The Town Board further authorized the lot dimensions, building setbacks and other bulk standards set forth in "Proposed" column of the "Bulk Requirements" Schedule on the plans for the project last revised 11/22/2022 presented to the Town Board by the applicant. The dwelling units must comply with the variance granted by the Zoning Board of Appeals with respect to size restrictions and the remaining applicable provisions of Section 185-48. The applicant must also provide a satisfactory instrument providing assurances regarding appropriate future maintenance and ownership responsibilities.

Should you have any questions in this regard, please do not hesitate to contact me.

Sincerely,

Gilbert J. Piaquadio, Supervisor

GJP/

cc: Town Board Members (via e-mail)
Planning Board Members (via e-mail)
Hon. Lisa M. Vance Ayers, Town Clerk
James Osborne, Town Engineer (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Mark C. Taylor, Attorney for the Town (via e-mail)
Dominic Cordisco, Esq., Planning Board Attorney (via e-mail)
Patrick Hines, Principal, McGoey Hauser & Edsall (via e-mail)
John Cappello, Esq. (via e-mail jcc@jglaw.law)
Ross Wingolovits, PE (via e-mail - ross@ep-pcs.com)

CONDITION #8



DEPARTMENT OF HEALTH

Dr. Alicia Pointer, DO, MPH, FAAP

Commissioner of Health

124 Main Street

Goshen, New York 10924

Environmental Health

Phone: (845) 291-2331

Fax: (845) 291-4078

www.orangecountygov.com

Steven M. Neuhaus

County Executive

January 6, 2023

52 Monarch Development, Inc.

POB 2009

Hyde Park NY 12538

Re:

Approval of plans & specs for:

Water Main Extension to serve

Monarch Woods Senior Community – Monarch Drive

CWS – ID#3503578

Town of Newburgh

CGN#10481

Dear Applicant:

We have this day approved the plans and specifications submitted by Engineering & Surveying Properties, P.C., dated September 17, 2019, last revised November 22, 2022, for the above mentioned project.

Application for this project was duly made by you and received in this office on September 26, 2022.

We are enclosing a Certificate of Approval. A copy of the approved plans is being retained in our files and the remaining sets are being returned to your engineer.

Very truly yours,

Steven Gagnon, M.P.H., P.E.
Principal Public Health Engineer

SG/LSB/ajc

cc: Engineer
Town of Newburgh
BPWSP: Albany
File

Enc.

Approval of Plans for
Public Water Supply Improvement

This approval is issued under the provisions of 10 NYCRR, Part 5:

CGN# 10481

1. Applicant 52 Monarch Development, Inc.	2. Location of Works (C, V, T) Town of Newburgh	3. County Orange	4. Water District (Specific Area Served) Newburgh Cons.W.D. - CWS-ID#3503578
5. Type of Project <input type="checkbox"/> 1. Source <input type="checkbox"/> 3. Pumping Units <input type="checkbox"/> 5. Fluoridation <input type="checkbox"/> 2. Transmission <input type="checkbox"/> 4. Chlorination <input type="checkbox"/> 6. Other Treatment		XXX7. Distribution <input type="checkbox"/> 8. Storage <input type="checkbox"/> 9. Other	
<p>Remarks: Installation of +/- 646 L.F. of 8" Class 52 DIP water main to provide water service to the proposed 102 unit Monarch Woods Senior Community Complex (24-one bedroom and 78 - two bedroom apartment units).</p> <p>Project additionally includes the installation of three (3) fire hydrants, two (2) 6" DIP service connections to the two (2) proposed residential buildings (providing both domestic and fire sprinkler service), and one (1) 1" copper water service to supply the proposed clubhouse/pool complex.</p> <p>The 8" DIP water main is connected by wet tap to the existing 8" water main along Monarch Drive.</p>			

By Initiating improvement of the approved supply, the applicant accepts and agrees to abide by and conform with the following:

- THAT the proposed works be constructed in complete conformity with the plans and specifications approved this day or approved amendments thereto.
- THAT this approval/acceptance is granted only for the review conducted for compliance with regulations under the jurisdiction of the Orange County Department of Health. It does not supersede and/or provide any additional approval that may be required to be issued by other agencies, including but not limited to local municipalities; Orange County Departments of Planning and Public Works; New York State Departments of Environmental Conservation; Health and Transportation; and/or U.S. Army Corps of Engineers.

(SEE ATTACHMENT)

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

January 6, 2023

Date



Designated Representative

, P.E.

Steven Gagnon, M.P.H., P.E., Principal Public Health Engineer

Name and Title

O.C. Dept. of Env. Health
124 Main St., Third Floor
Goshen, NY 10924

General

6. Type of Ownership		XXX68 Private - Other		<input type="checkbox"/> 1 Authority	<input type="checkbox"/> 30 Interstate
<input type="checkbox"/> Municipal	<input type="checkbox"/> Commercial	<input type="checkbox"/> Private - Institutional	<input type="checkbox"/> 19 Federal	<input type="checkbox"/> 40 International	
<input type="checkbox"/> Industrial	<input type="checkbox"/> 9 Water Works Corp.	<input type="checkbox"/> 26 Board of Education	<input type="checkbox"/> 20 State	<input type="checkbox"/> 18 Indian Reservation	
7. Estimated Total Cost		8. Population Served		9. Drainage Basin	
\$75,000.00		180 bedrooms		Hudson River	
10. Federal Aid Involved?		<input type="checkbox"/> 1 Yes		11. WSA Project?	
XXX2 No				<input type="checkbox"/> 1 Yes	
				XXX2 No	

Source N/A

12. <input type="checkbox"/> Surface		Name	Class	13. Est. Source Development Cost
<input type="checkbox"/> Ground		Name	Class	
14. Safe Yield	15. Description			
GPD				

Treatment N/A

16. Type of Treatment			
<input type="checkbox"/> 1 Aeration	<input type="checkbox"/> 4 Sedimentation	<input type="checkbox"/> 7 Iron Removal	<input type="checkbox"/> 10 Softening
<input type="checkbox"/> 2 Microstrainers	<input type="checkbox"/> 5 Clarifiers	<input type="checkbox"/> 8 Chlorination	<input type="checkbox"/> 11 Corrosion Control
<input type="checkbox"/> 3 Mixing	<input type="checkbox"/> 6 Filtration	<input type="checkbox"/> 9 Fluoridation	<input type="checkbox"/> 12 Other
17. Name of Treatment Works	18. Max. Treatment Capacity	19. Grade of Plant Operator Req.	20. Est. Cost
	GPD		
21. Description			

Distribution

22. Type of Project		23. Type of Storage N/A		24. Est. Distribution Cost
<input type="checkbox"/> 1 Cross Connection	<input type="checkbox"/> 3 Transmission	Elevated	Gals.	\$75,000.00
XXX2 Interconnection	<input type="checkbox"/> 4 Fire Pump Clz	Underground	Gals.	
25. Anticipated				26. Designed for fire flow?
System Demand: Avg. 20,550 GPD Max. 41,100 GPD				XXX 1 Yes <input type="checkbox"/> 2 No
27. Description				
See item #5 on page 1 of form.				



Steven M. Neuhaus
County Executive

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WATER MAIN EXTENSION
MONARCH WOODS SENIOR COMMUNITY – MONARCH DRIVE
CWS – ID#3503578
TOWN OF NEWBURCH

CGN#10481

Additional Conditions to Approval:

- c. THAT this project has indicated the intention to provide adequate fire flow by the proposed installation of sprinkler systems meeting NFPA requirements, and is, therefore, exempt from the Needed Fire Flow Guidelines of the Insurance Services Office (ISO). The proposed sprinkler system design has not been evaluated by the Orange County Department of Health for compliance with NFPA requirements.
- d. THAT any backflow prevention device(s) determined to be required by the water supplier shall be designed by others and submitted to the Orange County Department of Health under separate cover for both review and approval.
- e. THAT plans for the proposed swimming pool shall be submitted to the Orange County Department of Health under separate cover for both review and approval.

January 6, 2023
Date


_____, M.P.H., P.E.,
Steven Gagnon, M.P.H., P.E.,
Principal Public Health Engineer *ZB*