



Engineers  
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July 3, 2019

**VIA HAND DELIVERY**

Chris Brand, Chairman  
Town of Marlborough Planning Board  
Town Hall  
21 Milton Turnpike  
Milton, New York 12547

Re: Bayside Mixed-Use Development Project  
Tax Lot 109.1-4-29  
Town of Marlborough, Ulster County, NY  
MC Project No. 05000787A

Dear Chairman Brand:

Pursuant to the May 20, 2019 Planning Board meeting regarding the above referenced project, on behalf of the applicant, Maser Consulting has prepared the attached Subdivision Application for the project and is seeking to present the material to the Planning Board at the next available meeting. As previously discussed, this application submission is required based on the expiration of the original subdivision approval. For the Board's reference, the status of the prior Resolution Items associated with the Subdivision Approval (copy attached) are as follows:

- A. The Applicants payment of all fees, including recreation fees, and the defraying of all consultant costs incurred by the Town of Marlborough;

Response: The attached memorandum dated October 4, 2018 outlines the project fees and improvement estimates and was provided to the Board's consultant's for review and confirmation. No response or confirmation has been provided to the applicant regarding this memorandum by the Board or it's Consultant's.

- B. Approval of the New York State Department of Transportation for 9W access and utility connection/construction permit;

Response: Attached please find correspondence from the NYSDOT regarding the status of the land acquisition process and confirmation the project is ready for permit.



C. Ulster County Health Department approvals for water system and sewer management;

Response: Attached please find the approval letter from the Ulster County Department of Health for the Water System. The NYSDEC has provided approval for sewer management system as required for Item D below.

D. New York State Department of Environmental Conservation (“NYSDEC”) approval for sewer system expansion;

Response: Attached please find the approval letter from the NYS Department of Environmental Conservation regarding the sanitary sewer system improvements and expansion.

E. Town of Marlborough Highway Superintendent road access permit for emergency access onto Purdy Road;

Response: Attached please find the approval letter from the Town Highway Superintendent for the Purdy Avenue driveway access points.

F. NYSDEC stormwater SPDES approval;

Response: The Planning Board Engineer requested additional clarification regarding the Construction Sequence/Phasing component of the Stormwater Pollution Prevention Plan (SWPPP) for the project. This was prepared and submitted to Mr. Hines on September 10, 2018. Subsequent recent follow-up conversations on this matter required additional clarification and is provided in this response. The Construction Sequence/Phasing for the project was revised from the initial five (5) phases to only two (2). Based on the earthwork required for the project to gain access from Route 9W, implement the necessary erosion and sediment control measures required by the SWPPP and grade the building development area, Phase 1 must disturb the majority of the site. This project requires a mass grading approach. Trying to further break-up the earthwork components into smaller areas is not feasible. The updated Phasing also included an ‘Interim Grading and Erosion Control Plan’ for the portion of the site along NYS Route 9W which ultimately proposes the commercial development of the project. The applicant does not intend to conduct all the site work required for the commercial development as part of Phase 1. Phase 2 outlines the commercial site work process which will be required at that time.



G. Marlboro Central School District licenses or other approvals for improvements on School District property;

Response: Attached please find the Memorandum of Understanding executed by the applicant and the Marlboro Central School District for the proposed improvements on the Middle School property.

H. Construction phasing plan review and approval by the Planning Board Engineer;

Response: See response to item F above.

I. Consistent with recommendations of the Office of State Parks and Historic Preservation, Developer shall donate the Camp Young structure prior to demolition in the event that an interested donee comes forward timely, before demolition, with the intent and capacity to move the structure off of the property devoted to the Project. Demolition must not occur before fulfillment of this Resolution, and the signing of the subdivision plat;

Response: In addition to other efforts the applicant has pursued regarding donation of the Farmerette Building on site with the Meet Me In Marlborough group, attached please find the newspaper notices from the applicant advertising the availability of the structure to any interested parties.

These same resolution items were a component of the Site Plan Approval granted by the Board and recently extended at the May 20, 2019 Planning Board meeting. As described above, these items are substantially met, and I would like to also review the Site Plan Resolution at the same time the Board will have the Subdivision Application on its next available meeting.

If you have any questions please feel free to call me at 845.564.4495, extension 3804.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in blue ink, appearing to read 'Justin E. Dates', is written over the typed name and title.

Justin E. Dates, RLA  
Associate

JED/paw

2018 JUN 5 PM 8 30

**RESOLUTION OF APPROVAL  
BY THE  
TOWN OF MARLBOROUGH PLANNING BOARD**

**Regarding:** Request for a 3-Lot Subdivision by Bayside Construction, LLC on real property located at 18 Birdsall Avenue, Town of Marlborough, County of Ulster, State of New York, more particularly described as SBL#109.1-4-29.

**WHEREAS,** the Owners of record, proposes to divide its parcel into three parcels; and

**WHEREAS,** a final map, prepared by Maser Consulting, P.A., bearing last revision date of September 18, 2017, has been submitted; and

**WHEREAS,** the Planning Board has met and held public meetings and a public hearing on June 4, 2018 in accordance with applicable laws; and

**WHEREAS,** the 3-Lot Subdivision as represented on the proposed plat meets all codes and regulations regarding set-backs, lot sizes, road and driveway configurations and other applicable regulations, codes and laws; and

**WHEREAS,** on May 7, 2018, the Planning Board issued an adoption of the Town Board's Findings Statement as its Findings Statement pursuant to the State and Environmental Quality Review Act; and

**BE IT RESOLVED THAT,** the Planning Board of the Town of Marlborough gives preliminary and final plat approval to this 3-Lot Subdivision and authorizes the Chairman of the Planning Board to carryout appropriate completion of the 3-Lot Subdivision process, including signing of the plat; and

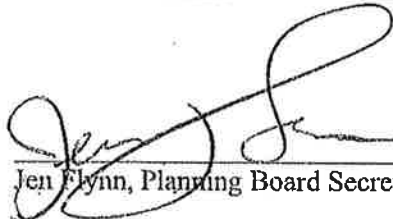
**BE IT FURTHER RESOLVED THAT,** the plat approval is subject to the following conditions:

- a. The Applicants payment of all fees, including recreation fees, and the defraying of all consultant costs incurred by the Town of Marlborough;
- b. Approval of the New York State Department of Transportation for 9W access and utility connection/construction permit.
- c. Ulster County Health Department approvals for water system and sewer management.
- d. New York State Department of Environmental Conservation ("NYSDEC") approval for sewer system expansion.
- e. Town of Marlborough Highway Superintendent road access permit for emergency access onto Purdy Road.
- f. NYSDEC stormwater SPDES approval.
- g. Marlboro Central School District licenses or other approvals for improvements on School District property.

- h. Construction phasing plan review and approval by the Planning Board Engineer.
- i. Consistent with recommendations of the Office of State Parks and Historic Preservation, Developer shall donate the Camp Young structure prior to demolition in the event that an interested donee comes forward timely, before demolition, with the intent and capacity to move the structure off of the property devoted to the Project. Demolition must not occur before fulfillment of this Resolution, and the signing of the subdivision plat.

WHEREUPON the following vote was taken:

<u>MEMBER</u>	<u>YES</u>	<u>NO</u>
Chairman Brand	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Member Lanzetta	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Member Truncali	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Member Trapani	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Member Lofaro	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Member Clarke	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Member Cauchi	<input checked="" type="checkbox"/>	<input type="checkbox"/>

  
 Jen Flynn, Planning Board Secretary

Dated: Milton, New York  
 June 4, 2018

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## **MEMORANDUM**

**To: Ronald Blass, Esq.  
Patrick Hines**  
**From: Justin E. Dates, RLA**  
**CC: Supervisor Lanzetta, Asher Sussman, Isaac Weinberger, and  
Dominic Cordisco, Esq.**  
**Date: October 4, 2018**  
**Re: Bayside Development Project  
Approval Fee Outline  
Tax Lot 109.1-4-29  
MC Project No. 05000787A**

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A component of the Site Plan/Subdivision Approval for the Bayside project is the payment of certain fees. Below is a breakdown of the fees to be addressed by the application:

### **Town Consultant Fees:**

- Amounts to be provided by Town.

### **Recreation Fee:**

- \$1,500/Unit
- 104 Units x \$1,500 = **\$156,000.00**

### **Performance Bonds:**

(Attached are copies of the Bond Estimates)

- Stormwater Bond Estimate = \$671,832.00  
5% Town Inspection Fee = **\$33,591.60**
- Site Construction Bond Estimate = \$1,896,748.00.  
5% Town Inspection Fee = **\$94,837.40**
- Landscape Bond Estimate = \$168,882.00  
5% Town Inspection Fee = **\$8,444.00**
- Town Roadway Bond Estimate = \$747,852.85  
5% Town Inspection Fee = **\$37,392.64**



Town Contribution:

- Payment of **\$20,000** contribution to Town for Planning Project

Sewer Reserve Capacity Charge:

- Residential Portion (1/3 of total, \$311,494) = **\$103,831.00**  
(Payment due within 30-days of the Owner's receipt of Final Approval for the project from the Town of Marlborough Planning Board.)
- Commercial Portion = **\$17,388.00**  
(Payment due at the time of Conditional Final Site Plan Approval for the commercial portion of the development.)

Town of Marlborough

# Stormwater Bond Estimate

MC Project No.:05000787A

Project Name: **Bayside Development**

Town File No.: 17-1024

Prepared by:

Maser Consulting P.A.

New Windsor, NY 12553

Date: 10/4/2018

## 1. Drainage

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Catch Basin	EA	14	\$3,500.00	\$ 49,000.00			
Drain Inlets	EA	17	\$3,500.00	\$ 59,500.00			
4' Dia. First Defense Unit	EA	2	\$10,000.00	\$ 20,000.00			
Outlet Control Structure	EA	2	\$5,500.00	\$ 11,000.00			
Stormwater Manhole 48" Dia.	EA	2	\$3,600.00	\$ 7,200.00			
HDPE - 8"	LF	2125	\$35.00	\$ 74,375.00			
HDPE - 10"	LF	10	\$40.00	\$ 400.00			
HDPE - 12"	LF	47	\$45.00	\$ 2,115.00			
HDPE - 15"	LF	1226	\$55.00	\$ 67,430.00			
HDPE - 18"	LF	304	\$65.00	\$ 19,760.00			
HDPE - 24"	LF	1,030	\$75.00	\$ 77,250.00			
RCP - 12"	LF	23	\$55.00	\$ 1,265.00			
End Section - HDPE	EA	3	\$600.00	\$ 1,800.00			
Rip Rap Protection	SY	425	\$125.00	\$ 53,125.00			
Biofiltration Media (2.5') (media, 8" stone, 3" mulch, piping)	SY	3106	\$50.00	\$ 155,300.00			
<b>SUBTOTAL</b>				\$ 599,520.00		\$ -	\$ -

Town of Marlborough

Stormwater Bond Estimate

MC Project No.:05000787A

Project Name: **Bayside Development**

Town File No.: 17-1024

Prepared by:

Maser Consulting P.A.

New Windsor, NY 12553

2. Miscellaneous							
Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Mobilization	LS	1	\$10,000.00	\$ 10,000.00			
Split Rail Fence & (2) Gates	LF	1532	\$8.00	\$ 12,256.00			
Gravel Access Road	SY	268	\$22.00	\$ 5,896.00			
Access Gate	EA	1	\$3,200.00	\$ 3,200.00			
Erosion & Sediment Control	AC	12.8	\$3,200.00	\$ 40,960.00			
SUBTOTAL				\$ 72,312.00		\$ -	\$ -
CONSTRUCTION SUMMARY							
ITEMS				SUBTOTALS			
1) Drainage				\$ 599,520.00		\$ -	\$ -
2) Miscellaneous				\$ 72,312.00		\$ -	\$ -
TOTAL CONSTRUCTION COST				\$ 671,832.00		\$ -	\$ -

BOND GRAND TOTAL	\$ 671,832.00
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8. Inspections - Separate Cash Escrow

a.	Municipal Inspection Services	5% of Total Construction Cost	\$ 33,591.60
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Unit Key:					
LS	Lump Sum	LF	Linear Foot	SF	Square Foot
EA	Each	CY	Cubic Yard		
SY	Square Yard	AC	Acre		

Town of Marlborough

# Site Improvement Bond Estimate

MC Project No.:05000787A

Project Name: **Bayside Development**

Town File No.: 17-1024

Prepared by:

Maser Consulting P.A.

New Windsor, NY 12553

Date: 10/4/2018

## 1. Roadway & Paved Areas

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Asphalt Pavement - Top Course (1.5")	SY	12596	\$9.00	\$ 113,364.00			
Asphalt Pavement - Binder Course (3.0")	SY	12596	\$17.00	\$ 214,132.00			
Asphalt Subbase (6" Course)	SY	12596	\$7.50	\$ 94,470.00			
Traffic Striping	LS	1	\$5,000.00	\$ 5,000.00			
Concrete Curb	LF	5544	\$16.00	\$ 88,704.00			
Concrete Pad (6") w/ 8" Base	SY	192	\$95.00	\$ 18,211.50			
Concrete Sidewalk	SY	2457	\$62.00	\$ 152,334.00			
Gravel Emergency Access Drive	SY	178	\$22.00	\$ 3,916.00			
Access Gate	EA	1	\$3,200.00	\$ 3,200.00			
Guide Rail	LF	78	\$40.00	\$ 3,120.00			
Parking/Traffic signage	EA	30	\$220.00	\$ 6,600.00			

<b>SUBTOTAL</b>				\$ 703,051.50		\$ -	\$ -
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## 2. Earthwork

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Site Demolition	LS	1	\$15,000.00	\$ 15,000.00			
Site Earthwork	CY	93819	\$3.50	\$ 328,366.50			
Clearing & Grubbing	AC	12.8	\$6,000.00	\$ 76,800.00			

<b>SUBTOTAL</b>				\$ 405,166.50		\$ -	\$ -
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## Site Improvement Bond Estimate

**3. Water**

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Water Service - 2" K Copper & Curb Box	EA	1	\$500.00	\$ 500.00			
Water Service - 3/4" K Copper & Curb Box	EA	104	\$850.00	\$ 88,400.00			
Watermain - 4" (DIP)	LF	406	\$45.00	\$ 18,270.00			
Watermain - 6" (DIP)	LF	62	\$50.00	\$ 3,100.00			
Watermain - 8" (DIP)	LF	1599	\$60.00	\$ 95,940.00			
Gate Valve - 4"	EA	4	\$600.00	\$ 2,400.00			
Gate Valve - 6"	EA	1	\$900.00	\$ 900.00			
Gate Valve - 8"	EA	14	\$1,100.00	\$ 15,400.00			
Hydrant Assembly	EA	6	\$3,000.00	\$ 18,000.00			
Wet Tap - 6"	EA	1	\$2,800.00	\$ 2,800.00			
Line Stop - 8" Blind Flange	EA	2	\$2,500.00	\$ 5,000.00			

<b>SUBTOTAL</b>				\$ 250,710.00		\$ -	\$ -
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**4. Sewer**

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
PVC - 8" SDR 35	LF	1313	\$40.00	\$ 52,520.00			
Service Connection (4" PVC, 2c/o, 2 services)	EA	52	\$1,250.00	\$ 65,000.00			
Sewer Manhole	EA	11	\$3,200.00	\$ 35,200.00			

<b>SUBTOTAL</b>				\$ 152,720.00		\$ -	\$ -
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Town of Marlborough

Site Improvement Bond Estimate

MC Project No.:05000787A

Project Name: **Bayside Development**

Town File No.: 17-1024

Prepared by:

Maser Consulting P.A.

New Windsor, NY 12553

5. Miscellaneous

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Mobilization	LS	1	\$10,000.00	\$ 10,000.00			
Detectable Warning Surface	EA	20	\$250.00	\$ 5,000.00			
Pole Lights	EA	27	\$5,000.00	\$ 135,000.00			
Building Lights	EA	4	\$750.00	\$ 3,000.00			
Utility Test Pits	EA	2	\$500.00	\$ 1,000.00			
Retaining Wall (Face-Foot)	SF	3825	\$48.00	\$ 183,600.00			
Dumpster Enclosure	EA	5	\$9,500.00	\$ 47,500.00			
SUBTOTAL				\$ 385,100.00		\$ -	\$ -

CONSTRUCTION SUMMARY

<u>ITEMS</u>		<u>SUBTOTALS</u>		
1)	Street	\$ 703,051.50		\$ - \$ -
2)	Earthwork	\$ 405,166.50		\$ - \$ -
3)	Water	\$ 250,710.00		\$ - \$ -
4)	Sewer	\$ 152,720.00		\$ - \$ -
5)	Miscellaneous	\$ 385,100.00		\$ - \$ -
TOTAL CONSTRUCTION COST		\$ 1,896,748.00		\$ - \$ -

BOND GRAND TOTAL	\$ 1,896,748.00
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8. Inspections - Separate Cash Escrow

a.	Municipal Inspection Services	5% of Total Construction Cost	\$ 94,837.40
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Unit Key:					
LS	Lump Sum	LF	Linear Foot	SF	Square Foot
EA	Each	CY	Cubic Yard		
SY	Square Yard	AC	Acre		

**Town File No.: 17-1024**

Date: October 4, 2018

**PLANT SCHEDULE (Unit price includes delivery, installation & 2-year warranty)**

Quan.	Botanical Name	Common Name	Height	Caliper	Spread	Root	Remarks	Unit Cost		Estimated
29	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE		2-2.5"		B&B	Straight Leader/Sym. Branching	\$350.00	EA.	\$10,150
6	LIRIODENDRON TULIPIFERA	TULIP TREE		2-2.5"		B&B	Straight Leader/Sym. Branching	\$350.00	EA.	\$2,100
4	NYSSA SYLVATICA	BLACKGUM		2-2.5"		B&B	Straight Leader/Sym. Branching	\$350.00	EA.	\$1,400
8	PLANTANUS X ACERFOLIA	SYCAMORE		2-2.5"		B&B	Straight Leader/Sym. Branching	\$350.00	EA.	\$2,800
28	QUERCUS RUBRA	NORTHERN RED OAK		2-2.5"		B&B	Straight Leader/Sym. Branching	\$350.00	EA.	\$9,800
3	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN		2-2.5"		B&B	Straight Leader/Sym. Branching	\$350.00	EA.	\$1,050
9	CHAMAECYPARIS PISIFERA 'FILIFERA'	FALSECYPRESS	5-6'			B&B	Straight Leader/Typical Species Habit	\$175.00	EA.	\$1,575
66	PICEA ABIES	NORWAY SPRUCE	6-7'			B&B	Straight Leader/Typical Species Habit	\$250.00	EA.	\$16,500
21	PICEA PUNGENS	COLORADO SPRUCE	6-7'			B&B	Straight Leader/Typical Species Habit	\$250.00	EA.	\$5,250
40	PINUS STROBUS	EASTERN WHITE PINE	6-7'			B&B	Straight Leader/Typical Species Habit	\$200.00	EA.	\$8,000
40	THUJA PLICATA 'STEEPLECHASE'	STEEPLECHASE WESTERN ARBORVITAE	5-6'			CONT.	Straight Leader/Typical Species Habit	\$85.00	EA.	\$3,400
6	AMELANCHIER LEAVIS	SERVICEBERRY		5-6'		CONT.	Multi-Stem	\$200.00	EA.	\$1,200
7	BETULA NIGRA	RIVER BIRCH		8-10'		CONT.	Multi-Stem	\$270.00	EA.	\$1,890
8	CARPINUS BETULUS 'FRANS FONTAINE'	COLUMNAR HORNBEAM				#15 CONT.	Straight Leader/Typical Species Habit	\$300.00	EA.	\$2,400
4	CORNUS FLORIDA RUBRA	PINK FLOWERING DOGWOOD		1.75-2"		B&B	Straight Leader/Typical Species Habit	\$290.00	EA.	\$1,160
10	PRUNUS CERASIFERA 'THUNDERCLOUD'	THUNDERCLOUD PLUM		1.75-2"		B&B	Straight Leader/Typical Species Habit	\$270.00	EA.	\$2,700
4	PRUNUS SUBHIRTELLA 'AUTUMNALIS'	AUTUMN CHERRY		1.75-2"		B&B	Straight Leader/Typical Species Habit	\$250.00	EA.	\$1,000
15	AMELANCHIER CANADENSIS 'PRINCE WILLIAM'	PRINCE WILLIAM SERVICEBERRY	5-6'			CONT.	Multi-Stem	\$200.00	EA.	\$3,000
21	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	24-30"			CONT.	Typical Species Habit	\$28.00	EA.	\$588
148	BUXUS MICROPHYLLA 'WINTER GEM'	WINTER GEM BOXWOOD	18-24"			CONT.	Typical Species Habit	\$40.00	EA.	\$5,920
31	CORNUS ALBA ELEGANTISSIMA	VARIEGATED RED TWIG DOGWOOD	30-36"			CONT.	Typical Species Habit	\$52.00	EA.	\$1,612
52	EUONYMUS KIAUTSCHOVICUS 'MANHATTAN'	MANHATTAN EUONYMUS	24-30"			CONT.	Typical Species Habit	\$58.00	EA.	\$3,016
16	HYDRANGEA PANICULATA 'LIMELIGHT'	LIMELIGHT HYDRANGEA	30-36"			CONT.	Typical Species Habit	\$42.00	EA.	\$672
103	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY	24-30"			CONT.	Typical Species Habit	\$35.00	EA.	\$3,605
23	ILEX VERTICILLATA 'RED SPRITE'	WINTERBERRY HOLLY	24-30"			CONT.	Typical Species Habit	\$42.00	EA.	\$966
8	ILEX X MESERVEAE 'GOLDEN GIRL'	GOLDEN GIRL HOLLY	30-36"			CONT.	Typical Species Habit	\$100.00	EA.	\$800
20	ITEA VIRGINICA 'HENRY'S GARNET'	HENRY'S GARNET SWEETSPIRE	18-24"			CONT.	Typical Species Habit	\$38.00	EA.	\$760
32	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	24-30"			CONT.	Typical Species Habit	\$30.00	EA.	\$960
36	JUNIPERUS HORIZONTALIS 'BAR HARBOR'	BAR HARBOR JUNIPER			24-30"	CONT.	Typical Species Habit	\$25.00	EA.	\$900
36	RHODODENDRON 'PJM'	PJM RHODODENDRON	24-30"			CONT.	Typical Species Habit	\$52.00	EA.	\$1,872
70	SPIRAEA X BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER SPIREA	18-24"			CONT.	Typical Species Habit	\$28.00	EA.	\$1,960
30	VIBURNUM CARLESII	KOREAN SPICE VIBURNUM	24-30"			CONT.	Typical Species Habit	\$50.00	EA.	\$1,500
60	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	18-24"			CONT.	Typical Species Habit	\$22.00	EA.	\$1,320
95	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	SUMMERSWEET	18-24"			CONT.	Typical Species Habit	\$19.00	EA.	\$1,805
56	CORNUS AMOMUM	SILKY DOGWOOD	30-36"			CONT.	Typical Species Habit	\$36.00	EA.	\$2,016
95	ILEX GLABRA	INKBERRY	24-30"			CONT.	Typical Species Habit	\$35.00	EA.	\$3,325
49	SAMBUCUS CANADENSIS	ELDERBERRY	18-24"			CONT.	Typical Species Habit	\$19.00	EA.	\$931
63	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	18-24"			CONT.	Typical Species Habit	\$22.00	EA.	\$1,386
48	COREOPSIS VERTICILLATA 'MOONBEAM'	MOONBEAM COREOPSIS				1 GAL. CONT.	Clumps	\$14.00	EA.	\$672
20	ECHINACEA PURPUREA 'PRAIRIE SPLENDOR'	PRAIRIE SPLENDOR CONEFLOWER				1 GAL. CONT.	Clumps	\$14.00	EA.	\$280
48	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY				1 GAL. CONT.	Clumps	\$14.00	EA.	\$672
48	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY				1 GAL. CONT.	Clumps	\$14.00	EA.	\$672
20	NEPETA FASSENNII	CATMINT				1 GAL. CONT.	Clumps	\$14.00	EA.	\$280
263	ASTER NOVAE ANGLIAE	NEW ENGLAND ASTER				3 QT. CONT.	Clumps, 36" O.C.	\$7.00	EA.	\$1,841
438	DESCHAMPSIA CESPITOSA	TUFTED HAIR GRASS				#SP4 CONT.	Clumps, 30" O.C.	\$4.50	EA.	\$1,971
175	EUPATORIUM FISTULOSUM	JOE PYE WEED				3 QT. CONT.	Clumps, 36" O.C.	\$7.00	EA.	\$1,225
263	ECHINACEA PURPUREA	CONEFLOWER				3 QT. CONT.	Clumps, 36" O.C.	\$7.00	EA.	\$1,841
1750	JUNCUS EFFUSUS	COMMON RUSH				#SP4 CONT.	Clumps, 24" O.C.	\$4.50	EA.	\$7,875
							Plant Sub Total:			\$128,618
LANDSCAPE MATERIAL										
77	Shredded Hardwood Mulched Area (3" Thickness, Delivered, Installed)							\$52.00	CY	\$4,004
203,000	Seeded Lawn Area (Topsoiled, Installed and Hayed)							\$0.12	S.F.	\$24,360
119,000	Seeded Slope Area (Topsoiled, Installed and Hayed)							\$0.10	S.F.	\$11,900
							Landscape Material Sub		Total	\$40,264
							TOTAL			\$168,882
							5% TOWN INSPECTION FEE			\$8,444
MC Project No. 05000787A										

**Roadway Bond Estimate**

Date: 10/4/2018

**1. Roadway & Paved Areas**

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Maintenance & Protection of Traffic	LS	1	\$10,000.00	\$ 10,000.00			
Asphalt Pavement - Top Course (1.5")	SY	2868	\$11.80	\$ 33,842.40			
Asphalt Pavement - Base Course (3.5")	SY	2868	\$26.70	\$ 76,575.60			
Asphalt Subbase (15" Course)	SY	2868	\$19.00	\$ 54,492.00			
Grade Subgrade in ROW	SY	2,868	\$0.70	\$ 2,007.60			
Traffic Striping	LS	1	\$2,500.00	\$ 2,500.00			
Concrete Curb	LF	1680	\$30.00	\$ 50,400.00			
Concrete Sidewalk	SY	413	\$85.00	\$ 35,105.00			
Traffic Signage	EA	6	\$225.00	\$ 1,350.00			
Street ID Sign	EA	1	\$250.00	\$ 250.00			
Topsoil (4") & Seed	SY	893	\$13.00	\$ 11,609.00			
Cut and Chip Trees	AC	0.88	\$6,500.00	\$ 5,720.00			
Stump Removal and Disposal	AC	0.88	\$4,500.00	\$ 3,960.00			
Roadway As-Builts	LF	775.00	\$1.10	\$ 852.50			
<b>SUBTOTAL</b>				\$ 288,664.10		\$ -	\$ -

**2. Earthwork**

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Site Earthwork	CY	27303	\$4.25	\$ 116,037.75			
Erosion & Sediment Control	AC	0.88	\$3,200.00	\$ 2,816.00			
<b>SUBTOTAL</b>				\$ 118,853.75		\$ -	\$ -

**Roadway Bond Estimate****3. Drainage**

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Catch Basin	EA	18	\$3,500.00	\$ 63,000.00			
4' Dia. First Defense Hydro Separator	EA	1	\$10,000.00	\$ 10,000.00			
HDPE - 12"	LF	57	\$45.00	\$ 2,565.00			
HDPE - 15"	LF	703	\$55.00	\$ 38,665.00			
HDPE - 18"	LF	35	\$68.00	\$ 2,380.00			
RCP - 15"	LF	34	\$60.00	\$ 2,040.00			
Precast Trench Drain	LF	36	\$75.00	\$ 2,700.00			
<b>SUBTOTAL</b>				\$ 121,350.00		\$ -	\$ -

**4. Water**

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Watermain - 8" (DIP)	LF	791	\$75.00	\$ 59,325.00			
Gate Valve - 8"	EA	2	\$1,500.00	\$ 3,000.00			
Hydrant Assembly	EA	2	\$4,500.00	\$ 9,000.00			
12" Wet Tap & Valve	EA	1	\$5,600.00	\$ 5,600.00			
<b>SUBTOTAL</b>				\$ 76,925.00		\$ -	\$ -

**5. Sewer**

Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
PVC - 8" SDR 35	LF	820	\$68.00	\$ 55,760.00			
Sewer Manhole	EA	4	\$4,000.00	\$ 16,000.00			
Drop Manhole Connection	EA	1	\$2,500.00	\$ 2,500.00			
<b>SUBTOTAL</b>				\$ 74,260.00		\$ -	\$ -

Town of Marlborough

Roadway Bond Estimate

MC Project No.:05000787A

Project Name: **Bayside Development**

Town File No.: 17-1024

Prepared by:

Maser Consulting P.A.

New Windsor, NY 12553

6. Miscellaneous							
Item	Units	Quantity	Unit Price	Totals	Completed Quantities	Completed Cost	Remaining Cost
Mobilization	LS	1	\$10,000.00	\$ 10,000.00			
Pole Lights	EA	7	\$7,500.00	\$ 52,500.00			
Concrete Monuments	EA	10	\$145.00	\$ 1,450.00			
Street Trees (2.5" cal.)	EA	3	\$650.00	\$ 1,950.00			
Street Shrubs	EA	20	\$95.00	\$ 1,900.00			
SUBTOTAL				\$ 67,800.00		\$ -	\$ -

CONSTRUCTION SUMMARY

ITEMS		SUBTOTALS		
1) Street		\$ 288,664.10		\$ -
2) Earthwork		\$ 118,853.75		\$ -
3) Drainage		\$ 121,350.00		\$ -
4) Water		\$ 76,925.00		\$ -
5) Sewer		\$ 74,260.00		\$ -
6) Miscellaneous		\$ 67,800.00		\$ -
TOTAL CONSTRUCTION COST		\$ 747,852.85		\$ -

BOND GRAND TOTAL	\$ 747,852.85
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8. Inspections - Separate Cash Escrow

a.	Municipal Inspection Services	5% of Total Construction Cost	\$ 37,392.64
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Unit Key:						
LS	Lump Sum	LF	Linear Foot	SF	Square Foot	
EA	Each	CY	Cubic Yard			
SY	Square Yard	AC	Acre			



## Department of Transportation

**ANDREW M. CUOMO**  
Governor

**MARIE THERESE DOMINGUEZ**  
Acting Commissioner

**LANCE MacMILLAN, P.E.**  
Regional Director

May 31, 2019

Bayside Construction, LLC  
1451 47<sup>th</sup> Street  
Brooklyn, NY 11219

Re: Traffic Permit Donation  
S.H. 5114  
Milton - Marlboro  
Map 89, Parcel 119  
Town of Marlborough  
County of Ulster

Dear Property Owner:

The State is now taking steps to acquire the property delineated in the map noted above, which was filed in the Department of Transportation on January 15, 2019.

Enclosed please find four copies of the Agreement of Adjustment and Release of Owner in the amount of \$1 Payment Waived in connection with a land donation for the above referenced map. Please execute all four copies and initial Paragraph #7 on each, which waives payment of interest since there is no compensation for this claim. Keep the copy stamped *Claimant* for your records.

Upon receipt of executed agreements, we will provide closing papers prepared by the Department of Law. Once these documents have been completed and returned to the Department of Transportation, the appropriation map may be vested.

If you have any questions regarding this matter, please contact me by telephone at (845) 437-3387 or by email at [Susan.stepp@dot.ny.gov](mailto:Susan.stepp@dot.ny.gov).

Sincerely,

A blue ink handwritten signature, appearing to read "Susan E. Stepp", with a stylized flourish at the end.

Susan E. Stepp  
Real Estate Specialist 2

Enclosures

PIN **AW080270R**PROC **14877**

PROJECT **SH 5114, Milton-Marlboro**

MAP(S) **89**PARCEL(S) **119**

COUNTY **Ulster**TOWN/CITY **Marlborough**VILLAGE

THIS AGREEMENT, made this 1 day of June, between

**Bayside Construction, LLC**  
**1451 47th Street**  
**Brooklyn, NY 11219**

hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State," pursuant to statute,

WITNESSETH:

WHEREAS, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant was, at the time of said appropriation or, if said appropriation has not yet occurred, the claimant is now, and at the time of said appropriation, will be, the owner of the property affected by said appropriation of some right, title, or interest therein;

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The compensation to be paid by the State for the total value of the property so appropriated and for all legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded, is the sum of **One Dollar, the payment of which is waived (\$1.00 P/W)**.
2. The Claimant agrees, as a prerequisite to such payment, to execute and deliver or cause the execution and delivery to the Attorney General of all formal papers which the Attorney General deems necessary to authorize payment and to secure to the State a full release of all claims by reason of the aforementioned appropriation and by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting on the above mentioned property required for the purposes of said project.
3. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
4. The aforesaid compensation is to be paid hereunder only upon approval of this Agreement by the Director of Office of Right of Way or the Comptroller of the State of New York and upon certificate of the Attorney General of the State of New York as required by law.
5. This Agreement is also exclusive of claims, if any (other than the claim of the Claimant), for the value of or damage to easements and appurtenant facilities for the construction, operation and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer and railroad lines.
6. The amount agreed upon herein as compensation shall be binding and conclusive on the parties in any action or proceeding with relation to the aforesaid appropriation as representing the total value of the property so appropriated, together with all legal damages caused by or consequent upon such appropriation, as aforesaid.
7. ~~Interest will be paid on the cash consideration herein provided for according to the conditions in ROW 21-8 Supplement to Agreement, attached and made a part hereof.~~ Please Initial: ✓
8. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.

9. This agreement is exclusive of the claims, if any, for payment of allowable moving expenses of owners, occupants or tenants of residential and commercial property and is also exclusive of any claims of claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by statute.

10. We have been fully informed of our right to an appraisal by a qualified appraiser and herewith waive the right to same.

In consideration of the sum of \_\_\_\_\_ and in accordance with and pursuant to the above provisions, claimant hereby releases, exonerates and discharges The People of the State of New York from any and all claims and liability arising from and growing out of said appropriation and agreement, including any claim for the value of the property so appropriated and for all legal damages caused by such appropriation and all damages incurred by virtue and during the pendency of said appropriation proceedings and all damages to the remainder of the property of claimant of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, and from any and all claims which claimant has or may have by reason of any estate or interest in the streams, lakes, streets, roads, highways or rights of way, if any, adjacent to or abutting on the above mentioned property.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written, and this release has been executed by Claimant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

Claimant:

\_\_\_\_\_  
**Bayside Construction, LLC**

✓  
\_\_\_\_\_  
**BY:**

✓  
\_\_\_\_\_  
**ITS:**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on 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)

(Attach additional acknowledgements as necessary.)

APPROVED:

COMMISSIONER OF TRANSPORTATION  
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
(for the State Comptroller)

By: \_\_\_\_\_  
(Director of Office of Right of Way)

Land Contract  
No. \_\_\_\_\_

NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY**AGREEMENT OF ADJUSTMENT  
and RELEASE OF OWNER**PIN **AW080270R**PROC **14877**PROJECT **SH 5114, Milton-Marlboro**MAP(S) **89**PARCEL(S) **119**COUNTY **Ulster**TOWN/CITY **Marlborough**

VILLAGE

THIS AGREEMENT, made this ✓ day of ✓, ✓, between**Bayside Construction, LLC**  
**1451 47th Street**  
**Brooklyn, NY 11219**hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State," pursuant to statute,

WITNESSETH:

WHEREAS, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant was, at the time of said appropriation or, if said appropriation has not yet occurred, the claimant is now, and at the time of said appropriation, will be, the owner of the property affected by said appropriation of some right, title, or interest therein;

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The compensation to be paid by the State for the total value of the property so appropriated and for all legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded, is the sum of **One Dollar, the payment of which is waived (\$1.00 P/W)**.
2. The Claimant agrees, as a prerequisite to such payment, to execute and deliver or cause the execution and delivery to the Attorney General of all formal papers which the Attorney General deems necessary to authorize payment and to secure to the State a full release of all claims by reason of the aforementioned appropriation and by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting on the above mentioned property required for the purposes of said project.
3. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
4. The aforesaid compensation is to be paid hereunder only upon approval of this Agreement by the Director of Office of Right of Way or the Comptroller of the State of New York and upon certificate of the Attorney General of the State of New York as required by law.
5. This Agreement is also exclusive of claims, if any (other than the claim of the Claimant), for the value of or damage to easements and appurtenant facilities for the construction, operation and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer and railroad lines.
6. The amount agreed upon herein as compensation shall be binding and conclusive on the parties in any action or proceeding with relation to the aforesaid appropriation as representing the total value of the property so appropriated, together with all legal damages caused by or consequent upon such appropriation, as aforesaid.
7. ~~Interest will be paid on the cash consideration herein provided for according to the conditions in ROW 21-8 Supplement to Agreement, attached and made a part hereof.~~ **Please Initial:** ✓
8. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.

9. This agreement is exclusive of the claims, if any, for payment of allowable moving expenses of owners, occupants or tenants of residential and commercial property and is also exclusive of any claims of claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by statute.

10. We have been fully informed of our right to an appraisal by a qualified appraiser and herewith waive the right to same.

In consideration of the sum of \_\_\_\_\_ and in accordance with and pursuant to the above provisions, claimant hereby releases, exonerates and discharges The People of the State of New York from any and all claims and liability arising from and growing out of said appropriation and agreement, including any claim for the value of the property so appropriated and for all legal damages caused by such appropriation and all damages incurred by virtue and during the pendency of said appropriation proceedings and all damages to the remainder of the property of claimant of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, and from any and all claims which claimant has or may have by reason of any estate or interest in the streams, lakes, streets, roads, highways or rights of way, if any, adjacent to or abutting on the above mentioned property.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written, and this release has been executed by Claimant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

Claimant:

\_\_\_\_\_  
**Bayside Construction, LLC**

✓  
\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**ITS:**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on 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)

(Attach additional acknowledgements as necessary.)

APPROVED:

COMMISSIONER OF TRANSPORTATION  
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
(for the State Comptroller)

By: \_\_\_\_\_  
(Director of Office of Right of Way)

Land Contract  
No. \_\_\_\_\_

NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY

## AGREEMENT OF ADJUSTMENT and RELEASE OF OWNER

PIN **AW080270R**PROC **14877**PROJECT **SH 5114, Milton-Marlboro**MAP(S) **89**PARCEL(S) **119**COUNTY **Ulster**TOWN/CITY **Marlborough**

VILLAGE

THIS AGREEMENT, made this ✓ day of ✓, between

**Bayside Construction, LLC**  
**1451 47th Street**  
**Brooklyn, NY 11219**

hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State," pursuant to statute,

WITNESSETH:

WHEREAS, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant was, at the time of said appropriation or, if said appropriation has not yet occurred, the claimant is now, and at the time of said appropriation, will be, the owner of the property affected by said appropriation of some right, title, or interest therein;

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The compensation to be paid by the State for the total value of the property so appropriated and for all legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded, is the sum of **One Dollar, the payment of which is waived (\$1.00 P/W)**.
2. The Claimant agrees, as a prerequisite to such payment, to execute and deliver or cause the execution and delivery to the Attorney General of all formal papers which the Attorney General deems necessary to authorize payment and to secure to the State a full release of all claims by reason of the aforementioned appropriation and by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting on the above mentioned property required for the purposes of said project.
3. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
4. The aforesaid compensation is to be paid hereunder only upon approval of this Agreement by the Director of Office of Right of Way or the Comptroller of the State of New York and upon certificate of the Attorney General of the State of New York as required by law.
5. This Agreement is also exclusive of claims, if any (other than the claim of the Claimant), for the value of or damage to easements and appurtenant facilities for the construction, operation and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer and railroad lines.
6. The amount agreed upon herein as compensation shall be binding and conclusive on the parties in any action or proceeding with relation to the aforesaid appropriation as representing the total value of the property so appropriated, together with all legal damages caused by or consequent upon such appropriation, as aforesaid.
7. ~~Interest will be paid on the cash consideration herein provided for according to the conditions in ROW 21-8 Supplement to Agreement, attached and made a part hereof.~~ Please Initial: ✓
8. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.

10. We have been fully informed of our right to an appraisal by a qualified appraiser and herewith waive the right to same.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written, and this release has been executed by Claimant this 1 day of July, 2017.

**Claimant:**

**BY:**

**ITS:**

On the 12 day of March in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared John Doe, personally known to me or proved to me on 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)

(Attach additional acknowledgements as necessary.)

APPROVED:

COMMISSIONER OF TRANSPORTATION  
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
(for the State Comptroller)

By: \_\_\_\_\_  
(Director of Office of Right of Way)

Land Contract  
No. \_\_\_\_\_

NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY**AGREEMENT OF ADJUSTMENT  
and RELEASE OF OWNER**PIN **AW080270R**PROC **14877**PROJECT **SH 5114, Milton-Marlboro**MAP(S) **89**PARCEL(S) **119**COUNTY **Ulster**TOWN/CITY **Marlborough**

VILLAGE

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3. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
4. The aforesaid compensation is to be paid hereunder only upon approval of this Agreement by the Director of Office of Right of Way or the Comptroller of the State of New York and upon certificate of the Attorney General of the State of New York as required by law.
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8. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.

9. This agreement is exclusive of the claims, if any, for payment of allowable moving expenses of owners, occupants or tenants of residential and commercial property and is also exclusive of any claims of claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by statute.

10. We have been fully informed of our right to an appraisal by a qualified appraiser and herewith waive the right to same.

In consideration of the sum of and in accordance with and pursuant to the above provisions, claimant hereby releases, exonerates and discharges The People of the State of New York from any and all claims and liability arising from and growing out of said appropriation and agreement, including any claim for the value of the property so appropriated and for all legal damages caused by such appropriation and all damages incurred by virtue and during the pendency of said appropriation proceedings and all damages to the remainder of the property of claimant of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, and from any and all claims which claimant has or may have by reason of any estate or interest in the streams, lakes, streets, roads, highways or rights of way, if any, adjacent to or abutting on the above mentioned property.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written, and this release has been executed by Claimant this day of , 20.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

Claimant:

Bayside Construction, LLC

BY:

ITS:

STATE OF NEW YORK  
COUNTY OF ) ss.:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on 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)

(Attach additional acknowledgements as necessary.)

APPROVED:

COMMISSIONER OF TRANSPORTATION  
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: (for the State Comptroller)

By: (Director of Office of Right of Way)

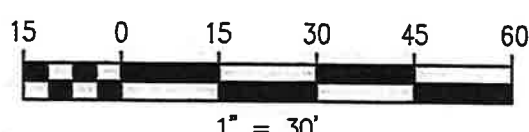
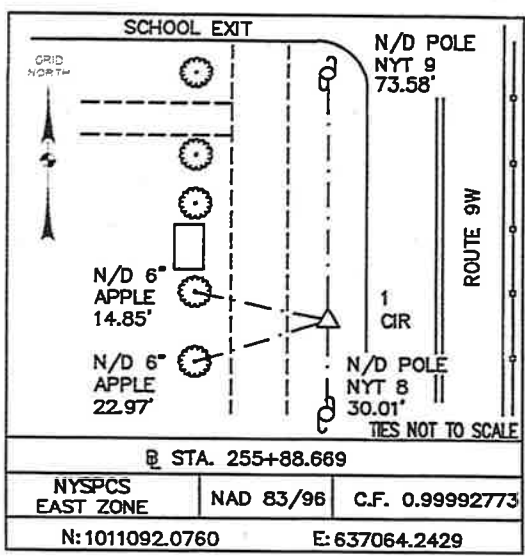
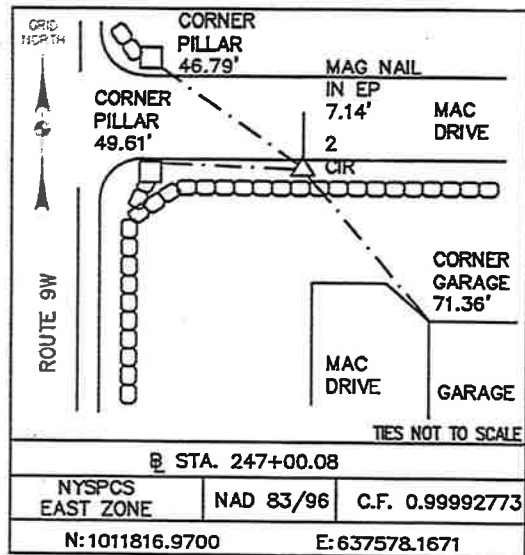
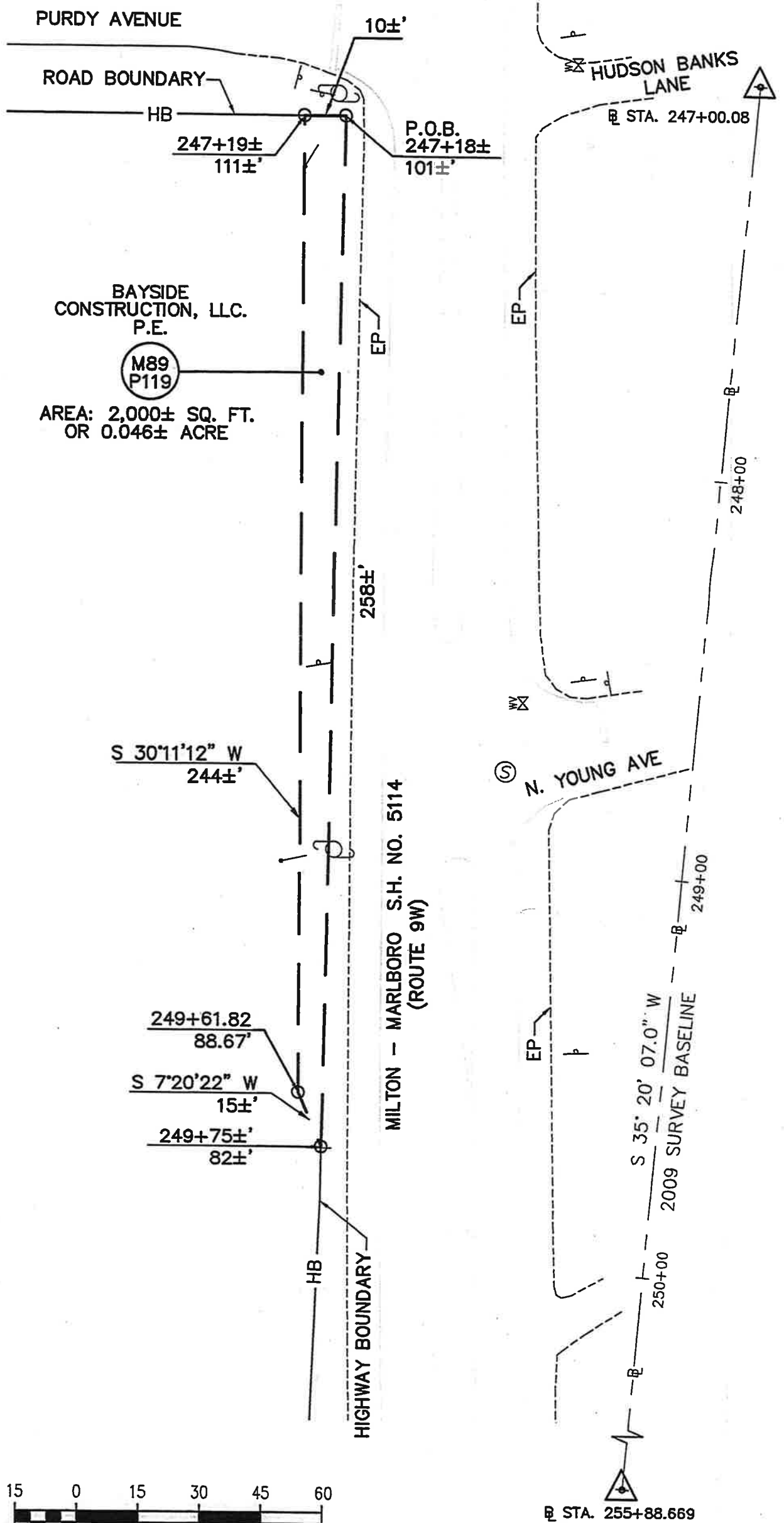
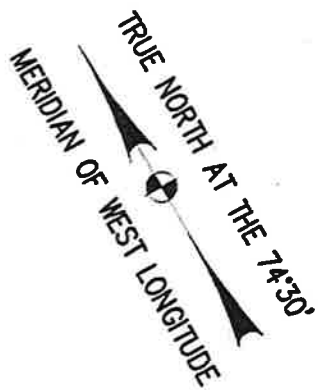
Land Contract  
No.

Parcel Locator Point:  
Parcel No: 119  
N:1011760.236  
E:637421.162

BAYSIDE CONSTRUCTION, LLC.  
(REPUTED OWNER)  
CCD: LIBER 4096 PAGE 57  
DOCUMENT NO. 2005-00016147

Parcel Summary:

Type: Permanent Easement  
Portion of 2008 Tax Map  
Ref. No. 109.1-4-29  
Town of Marlborough  
County of Ulster  
State of New York



Field Survey Records and Control Report are on file in the Regional Office of NYSDOT.

Parcel No. 119

PERMANENT EASEMENT FOR SIDEWALKS

A permanent easement to be exercised in, on and over the property delineated above and hereinafter described for the purpose of constructing, reconstructing and maintaining thereon sidewalks in and to all that piece or parcel of property designated as Parcel No. 119, situate in the Town of Marlborough, County of Ulster, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northwesterly boundary of the existing Milton-Marlboro highway at the intersection of the said boundary with the southwesterly boundary of the existing Purdy Avenue, said point being 101± feet distant northwesterly, measured at right angles, from station 247+18± of the hereinafter described survey baseline for the reconstruction of the Milton - Marlboro, State Highway No. 5114; thence northwesterly along the last mentioned boundary of said existing Purdy Avenue 10± feet to a point 111± feet distant northwesterly, measured at right angles, from station 247+19± of said baseline; thence through the property of Bayside Construction, LLC. (reputed owner) the following two (2) courses and distances: (1) South 30°-11'-12" West, 244± feet to a point 88.67 feet distant northwesterly, measured at right angles, from station 249+61.82 of said baseline; and (2) South 7°-20'-22" West, 15± feet to a point on the northwesterly boundary of said existing highway, the last mentioned point being 82± feet distant northwesterly, measured at right angles, from station 249+75± of said baseline; thence northeasterly along the last mentioned boundary of said existing highway 258± feet to the point of beginning; being 2,000 square feet or 0.046 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated as Parcel No. 119, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance of the herein identified project.

The above mentioned survey baseline is a portion of the 2009 survey baseline for the reconstruction of the Milton - Marlboro, State Highway No. 5114, as shown on a map and plan on file in the Office of the State Department of Transportation and described as follows:

Beginning at station 247+00.08; thence South 35°-20'-07.0" West to station 255+88.669.

All bearings referred to TRUE NORTH at the 74° - 30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

DATE: December 11, 2018

Michael K. Schaefer  
MICHAEL K. SCHAEFER, REGIONAL DESIGN ENGINEER  
FOR THE REGIONAL DIRECTOR OF TRANSPORTATION  
REGION 8

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

DATE: DECEMBER 6, 2018

Donald Philip Schel  
DONALD PHILIP SCHEL, LAND SURVEYOR  
P.L.S. LICENSE NO. 050820



BAYSIDE CONSTRUCTION, LLC.  
(Reputed Owner)

Map of property in and to which an easement, as hereinabove defined, is deemed necessary by the Commissioner of Transportation to be acquired by appropriation in the name of the People of the State of New York for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date:

JAN 15 2019

Sam E. Bar...  
Office of Right of Way

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.

Suzanne Stille  
Office of Right of Way

## Justin Dates

---

**Subject:** FW: Bayside SEQR 10-185

---

**From:** Philip Grealy <pgrealy@maserconsulting.com>  
**Sent:** Thursday, May 16, 2019 4:44 PM  
**To:** Justin Dates <JDates@maserconsulting.com>  
**Subject:** FW: Bayside SEQR 10-185

See below.

---

**Philip J. Grealy, Ph.D., P.E.**

Principal

**We have moved. NOTE OUR NEW ADDRESS BELOW**

Connect with Us:



**Maser Consulting P.A.**

400 Columbus Avenue Suite 180E

Valhalla, NY 10595

P: 914.347.7500 ext: 4802

[www.maserconsulting.com](http://www.maserconsulting.com)

---

**From:** Zimmer, Lee (DOT) <[Lee.Zimmer@dot.ny.gov](mailto:Lee.Zimmer@dot.ny.gov)>  
**Sent:** Thursday, May 16, 2019 4:21 PM  
**To:** Philip Grealy <[pgrealy@maserconsulting.com](mailto:pgrealy@maserconsulting.com)>  
**Subject:** Bayside SEQR 10-185

Pending the completion of the land donation process, Bayside is a permittable project.

**Lee A. Zimmer P.E.**

Traffic Signals & Highway Work Permits

**New York State Department of Transportation, Hudson Valley**

4 Burnett Boulevard, Poughkeepsie, NY 12603

(845) 437-3320 | [lee.zimmer@dot.ny.gov](mailto:lee.zimmer@dot.ny.gov) | [www.dot.ny.gov](http://www.dot.ny.gov)





# ULSTER COUNTY DEPARTMENT OF HEALTH

239 Golden Hill Lane, Kingston, NY 12401-6441, (845) 340-3150, Fax (845) 334-8337

**RECEIVED**  
**SEP 27 2018**  
**MASER CONSULTING P.A.**

**MICHAEL P. HEIN**  
*County Executive*

**CAROL M. SMITH, MD, MPH**  
*Commissioner of Health and Mental Health*

September 25, 2018

Maser Consulting, PA  
55 Hudson Valley Ave.  
Suite 101  
New Windsor, NY 12553

Re: Bayside Development Water System  
Town of Marlborough, Ulster County

Dear Mr. Dates:

The Ulster County Department of Health has reviewed the Application for Approval of Plans for the Bayside Development located in the Town of Marlborough. The latest submission of the Application, dated July 31, 2018; the Engineer's Report, dated July 2018; and the Plans last revised September 18, 2018, to be acceptable as per New York State Public Health Law Section 225, Part 5, Subpart 5-1 for the water system only. I have attached two sets of Plans stamped "Received and Approved" on September 24, 2018, as requested.

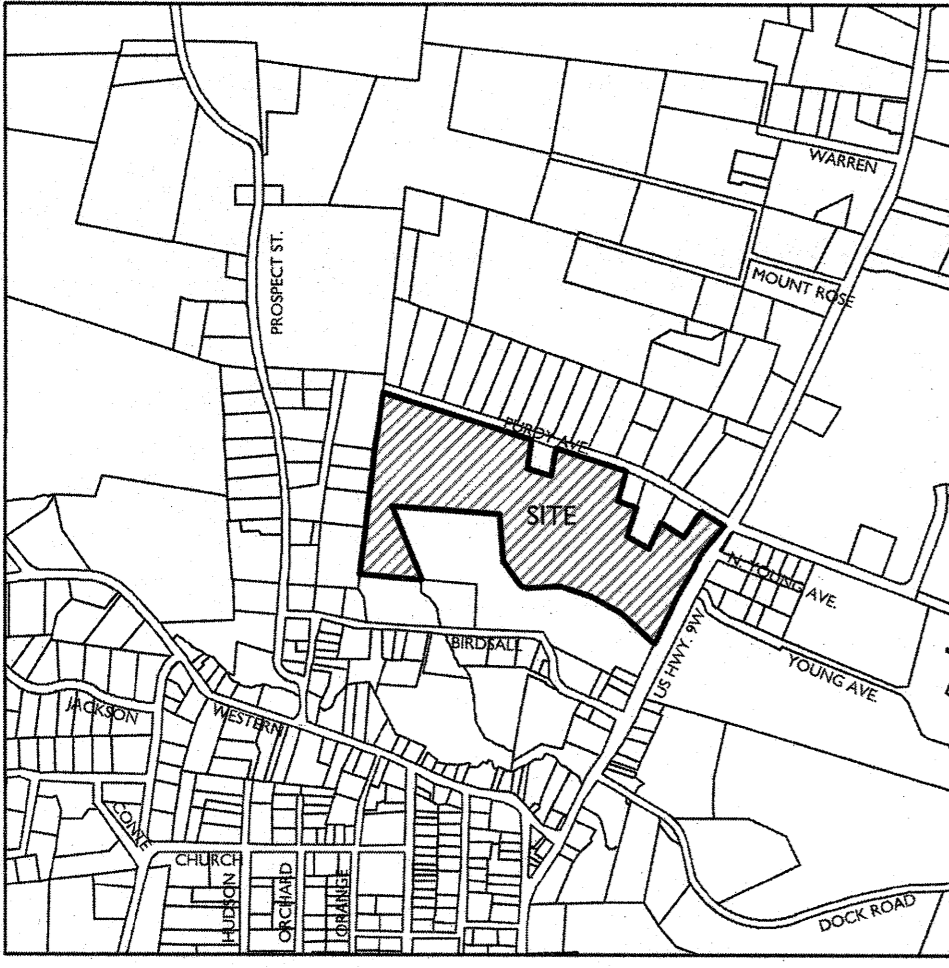
If you have any questions or concerns, please do not hesitate to contact me at your convenience.  
Thank you.

Sincerely,

Donald L. Schmalzle  
Public Health Engineer  
845.340.3031

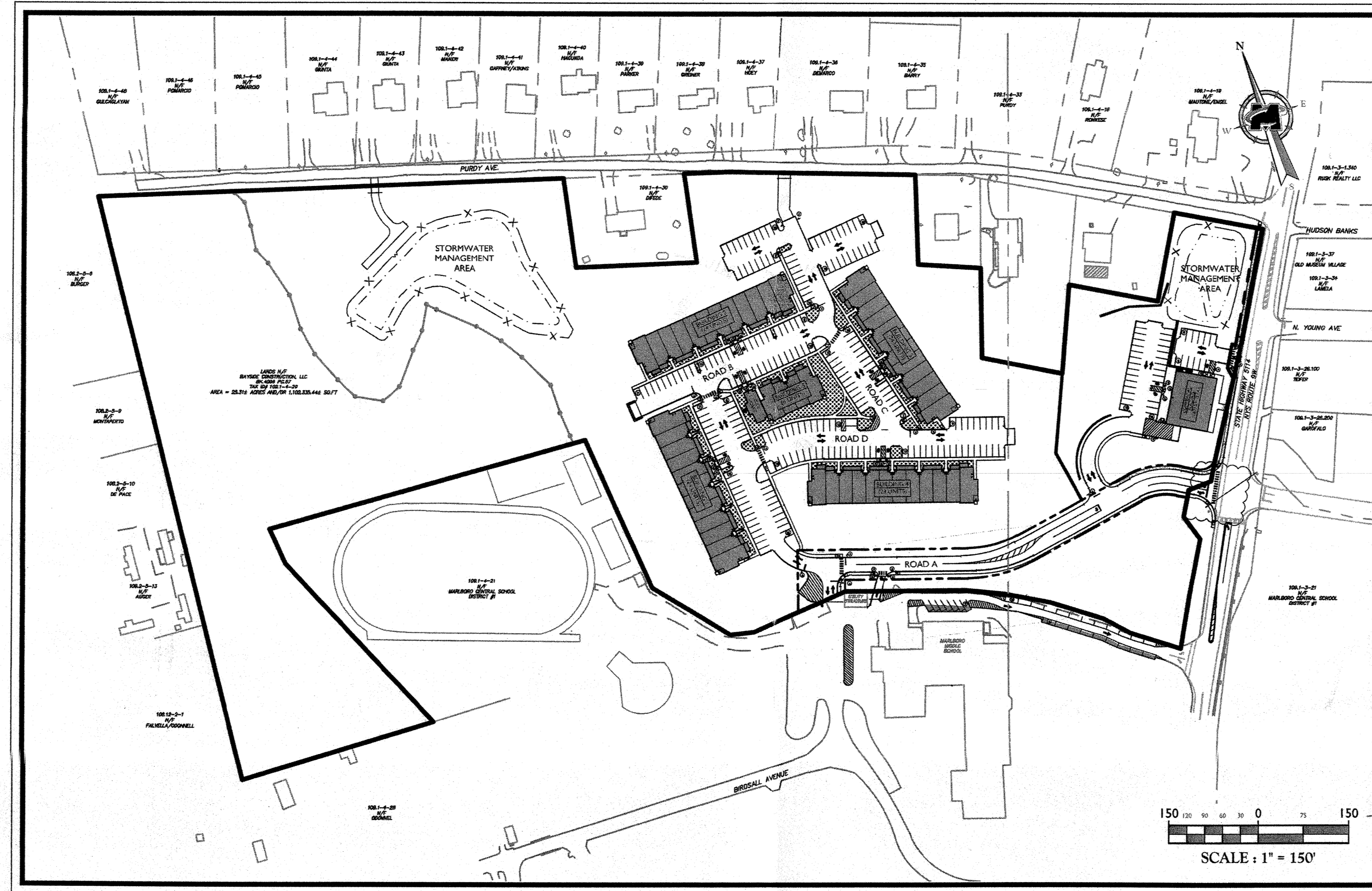
Enclosures

cc: file  
Shelley Mertens



LOCATION MAP  
SCALE = 1" = 2,000'

# FINAL SITE PLANS FOR BAYSIDE CONSTRUCTION, LLC SECTION 109.1, BLOCK 4, LOT 29 TOWN OF MARLBOROUGH ULSTER COUNTY, NEW YORK



KEY MAP

**OWNER/APPLICANT**  
BAYSIDE CONSTRUCTION, LLC  
1451 47TH STREET  
BROOKLYN, NY 11219

**ZONING:**  
R-1 (RESIDENTIAL DISTRICT)  
BC (BUSINESS CORRIDOR OVERLAY DISTRICT)

**TAX LOT:**  
109.1-4-29

**SITE AREA (GROSS):**  
±1,102,335 SQ. FT.  
±25.31 ACRES

**WETLANDS AREA (ACOB):**  
±322,460 SQ. FT.  
±7.40 ACRES

**SITE AREA (NET):**  
±780,140 SQ. FT.  
±17.91 ACRES

## INDEX OF SHEETS

SHT. No.	DESCRIPTION	LATEST REVISION
1	COVER SHEET	8/17/2018
2	EXISTING CONDITIONS AND DEMOLITION PLAN	8/17/2018
3-5	LAYOUT AND DIMENSION PLAN	8/17/2018
6-7	GRADING & DRAINAGE PLAN	8/17/2018
6-8	UTILITY PLAN	8/17/2018
9-10	ROADWAY & UTILITY PROFILES	8/17/2018
12	SOIL EROSION AND SEDIMENT CONTROL PLAN	8/17/2018
13	SOIL EROSION AND SEDIMENT CONTROL DETAILS	8/17/2018
14-15	LANDSCAPE PLAN	8/17/2018
16-17	LIGHTING PLANS	8/17/2018
18-21	CONSTRUCTION DETAILS	8/17/2018

## GENERAL INFORMATION

- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS TAKEN FROM A PLAN ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY" PREPARED BY MASER CONSULTING, P.A. AND PREPARED FOR BAYSIDE CONSTRUCTION, LLC, DATED MAY 13, 2016.
- THE HORIZONTAL DATUM IS RELATIVE TO THE NEW YORK STATE PLANE COORDINATE SYSTEM EAST ZONE AND ADJUSTED TO NAD 83. THE VERTICAL DATUM IS RELATIVE TO N.A.V.D. 1988.
- THE LIMITS OF FRESHWATER WETLANDS SHOWN HEREON WERE FIELD DELINEATED BY MASER CONSULTING, P.A. A JURISDICTIONAL DETERMINATION FOR THESE WETLAND AREAS HAVE BEEN RE-SUBMITTED TO THE ARMY CORPS OF ENGINEERS FOR CONFIRMATION ON JUNE 13, 2016. A JOINT SITE INSPECTION OF THE WETLANDS WAS CONDUCTED ON AUGUST 10, 2016. A JURISDICTIONAL DETERMINATION FOR THE WETLANDS AS DERIVED ON THESE PLANS WAS ISSUED ON APRIL 28, 2017.
- NO 100 YEAR FLOOD PLAINS ARE KNOWN TO EXIST ON THE SITE PER THE FLOOD INSURANCE RATE MAP 36111C0905E, DATED SEPTEMBER, 2009 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- MATERIALS, WORKMANSHIP, AND CONSTRUCTION FOR THE SITE IMPROVEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH:
  - NEW YORK STATE DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS", 2002; AS SUPPLEMENTED.
  - CURRENT PREVAILING MUNICIPAL, COUNTY, AND/OR STATE AGENCY SPECIFICATIONS, STANDARDS, CONDITIONS, AND REQUIREMENTS.
  - CURRENT PREVAILING UTILITY COMPANY/AUTHORITY SPECIFICATIONS, STANDARDS, AND REQUIREMENTS.
  - CURRENT MANUFACTURER SPECIFICATIONS, STANDARDS, AND REQUIREMENTS.
- WATER SERVICE TO BE PROVIDED FROM EXISTING WATER MAINS LOCATED IN NYS ROUTE 9W AND PURDY AVENUE, OPERATED BY THE TOWN WATER DEPARTMENT. PROPOSED WATER MAIN EXTENSIONS AND FIRE HYDRANT LOCATIONS ARE SUBJECT TO MUNICIPAL AND ULSTER COUNTY HEALTH DEPARTMENT REVIEW AND APPROVAL, AND AMERICAN WATERWORKS ASSOCIATION STANDARDS. PIPE MATERIALS SHALL BE CEMENT LINED DUCTILE IRON PIPE, CLASS 52, WITH ASPHALTIC EPOXY TYPE COATING. WATER MAINS SHALL BE INSTALLED TO PROVIDE A MINIMUM 5 FEET OF COVER FROM THE TOP OF PIPE TO THE PROPOSED GRADE.
- SANITARY SEWER SERVICE SHALL BE PROVIDED BY GRAVITY CONNECTION TO THE EXISTING SEWER MAIN IN NYS ROUTE 9W, OWNED AND OPERATED BY THE TOWN SEWER DEPARTMENT. PROPOSED SEWER MAIN EXTENSIONS AND MANHOLE LOCATIONS ARE SUBJECT TO MUNICIPAL REVIEW AND APPROVAL ACCORDING TO MUNICIPAL AND ULSTER COUNTY HEALTH DEPARTMENT REGULATIONS. PIPE MATERIALS SHALL BE PVC SDR-35, EXCEPT AS NOTED OTHERWISE ON THE PLANS. EXCEPT WHERE SHALLOWER DEPTHS ARE PERMITTED BY THE MUNICIPALITY OR UTILITY AUTHORITY, SEWER LINES, INCLUDING FORCE MAINS AND LATERALS, SHALL BE INSTALLED TO PROVIDE A MINIMUM 4 FEET OF COVER FROM THE TOP OF PIPE TO PROPOSED GRADE.
- SANITARY AND STORM SEWERS SHALL BE SEPARATED FROM WATER MAINS BY AT LEAST 10 FEET HORIZONTALLY. IF SUCH SEPARATION IS NOT POSSIBLE, THE PIPES SHALL BE IN SEPARATE TRENCHES WITH THE SANITARY SEWER AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN, WHERE APPROPRIATE SEPARATION IS NOT POSSIBLE, THE SEWER SHALL BE ENCASED IN CONCRETE, OR CONSTRUCTED OF DUCTILE-IRON-PIPE USING MECHANICAL OR SLIP ON JOINTS, FOR A DISTANCE OF 10 FEET ON EITHER SIDE OF THE CROSSING. IN ADDITION, ONE FULL LENGTH OF SEWER PIPE SHOULD BE LOCATED SO BOTH JOINTS ARE AS FAR AWAY AS POSSIBLE FROM THE WATER LINE.
- GAS, ELECTRIC, LIGHTING, CABLE TELEVISION, AND ELECTRICAL SERVICE PLANS, IF REQUIRED, SHALL BE PREPARED BY THE RESPECTIVE UTILITY COMPANIES THAT SERVICE THE AREA PRIOR TO SITE CONSTRUCTION AND SHALL BE INSTALLED PER ORDINANCE REQUIREMENTS.
- TELEPHONE, ELECTRIC, AND GAS LINES WILL BE INSTALLED UNDERGROUND. CROSSINGS OF PROPOSED PAVEMENTS WILL BE INSTALLED PRIOR TO THE CONSTRUCTION OF PAVEMENT BASE COURSE.
- UTILITY RELOCATIONS SHOWN HEREON, IF ANY, ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT REPRESENT ALL REQUIRED UTILITY RELOCATIONS. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING AND/OR COORDINATING ALL REQUIRED UTILITY RELOCATIONS IN COOPERATION WITH THE RESPECTIVE UTILITY COMPANY/AUTHORITY.
- STORM SEWERS SHALL BE CLASS III (OR HIGHER IF NOTED) REINFORCED CONCRETE PIPE (RCP) WITH "OT" RING GASKETS, HIGH DENSITY POLYETHYLENE PIPE (HDPE) OR APPROVED EQUAL AS NOTED. PROPER PIPE COVERAGE SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. PIPE LENGTHS SHOWN HEREON ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
- REFUSE AND RECYCLABLES SHALL BE STORED ON-SITE, IN DESIGNATED LOCATIONS.
- TRAFFIC SIGNAGE AND STRIPING SHALL CORRESPOND TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THESE ARE FINAL SITE PLANS AND UNLESS SPECIFICALLY NOTED ELSEWHERE HEREON, IS NOT A SURVEY.
- BUILDING FOOTPRINT DIMENSIONS SHOWN HEREON ARE APPROXIMATE. FINAL BUILDING FOOTPRINT DIMENSIONS FOR EACH BUILDING SHALL BE FURNISHED ON THE INDIVIDUAL PLOT PLANS/ARCHITECTURAL PLANS AT THE TIME OF APPLICATION FOR A BUILDING PERMIT. ALL STRUCTURES SHALL CONFORM TO THE APPROVED BULK ZONING REQUIREMENTS.
- DO NOT SCALE DRAWINGS AS THEY PERTAIN TO ADJACENT AND SURROUNDING PHYSICAL CONDITIONS, BUILDINGS, STRUCTURES, ETC. THEY ARE SCHEMATIC ONLY, EXCEPT WHERE DIMENSIONS ARE SHOWN THEREON.
- THIS SET OF PLANS HAS BEEN PREPARED FOR THE PURPOSES OF MUNICIPAL AND AGENCY REVIEW AND APPROVAL. THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL APPROVALS REQUIRED HAVE BEEN OBTAINED. ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED AND THE DRAWINGS HAVE BEEN STAMPED "ISSUED FOR CONSTRUCTION". THIS SHALL INCLUDE APPROVAL OF ALL CATALOG CUTS, SHOP DRAWINGS AND/OR DESIGN CALCULATIONS AS REQUIRED BY THE PROJECT OWNER AND/OR MUNICIPALITY.
- EXISTING UTILITY INFORMATION SHOWN HEREON HAS BEEN COLLECTED FROM VARIOUS SOURCES AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO EXCAVATION. WHERE EXISTING UTILITIES ARE TO BE CROSSED BY PROPOSED CONSTRUCTIONS, TEST PITS SHALL BE DUG BY THE CONTRACTOR PRIOR TO CONSTRUCTION TO ASCERTAIN EXISTING INVERTS, MATERIALS, AND SIZES. TEST PIT INFORMATION SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION TO PERMIT ADJUSTMENTS AS REQUIRED TO AVOID CONFLICTS. THE CONTRACTOR SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF ANY FIELD CONDITIONS ENCOUNTERED DIFFER MATERIALLY FROM THOSE REPRESENTED HEREON. SUCH CONDITIONS COULD RENDER THE DESIGNS HEREON INAPPROPRIATE OR INEFFECTIVE.
- THIS SET OF PLANS DOES NOT DEPICT ENVIRONMENTAL CONDITIONS OR A CERTIFICATION/WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ENVIRONMENTALLY IMPACTED SITE CONDITIONS. MASER CONSULTING HAS PERFORMED NO EXPLORATORY OR TESTING SERVICES, INTERPRETATIONS, CONCLUSIONS OR OTHER SITE ENVIRONMENTAL SERVICES RELATED TO THE DETERMINATION OF THE POTENTIAL FOR CHEMICAL, TOXIC, RADIOACTIVE OR OTHER TYPE OF CONTAMINANTS AFFECTING THE PROPERTY AND THE UNDERSIGNED PROFESSIONAL IS NOT QUALIFIED TO DETERMINE THE EXISTENCE OF SAME. SHOULD ENVIRONMENTAL CONTAMINATION OR WASTE BE DISCOVERED, THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS.
- A PHASE I ENVIRONMENTAL SITE ASSESSMENT WAS PERFORMED BY MASER CONSULTING, P.A. IN MARCH 2011.
- THE CONTRACTOR IS RESPONSIBLE FOR PROJECT SAFETY, INCLUDING PROVISION OF ALL APPROPRIATE SAFETY DEVICES AND TRAINING REQUIRED.
- INFORMATION SHOWN HEREON IS INCORPORATED WITH THE CONTENTS OF THE FOLLOWING REPORTS:
  - "STORMWATER POLLUTION PREVENTION PLAN" (SWPPP) PREPARED FOR BAYSIDE CONSTRUCTION, LLC, PREPARED BY MASER CONSULTING, P.A. DATED SEPTEMBER 2017.
  - "ENGINEER'S REPORT PROPOSED SEWER SYSTEM FOR BAYSIDE DEVELOPMENT" PREPARED FOR BAYSIDE CONSTRUCTION, LLC, PREPARED BY MASER CONSULTING, P.A. DATED JULY 2018.
  - "ENGINEER'S REPORT PROPOSED WATER SYSTEM FOR BAYSIDE DEVELOPMENT" PREPARED FOR BAYSIDE CONSTRUCTION, LLC, PREPARED BY MASER CONSULTING, P.A. DATED JULY 2018.
- THESE GENERAL NOTES SHALL APPLY TO ALL SHEETS IN THIS SET.

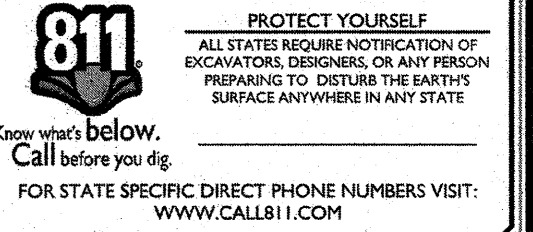
Received and approved  
for the Ulster County Health Department  
Carol M. Smith, MD, MPH  
Commissioner of Health

By *Carol M. Smith, MD, MPH* 8/24/18  
Public Health Director

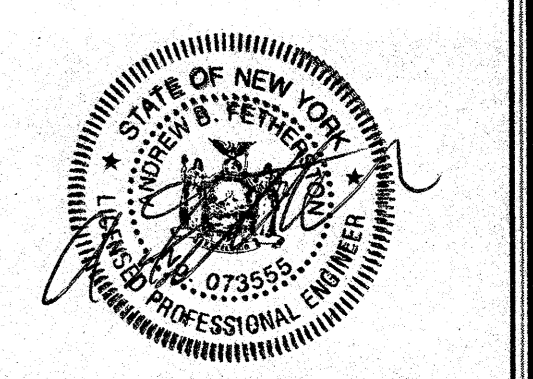
Reviewed & Approved for  
Water System Only

Recommended for Approval

*D. J. White*  
*John*



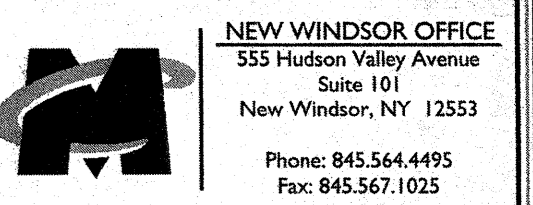
REV	DATE	DESCRIPTION	BY	DATE	DESCRIPTION
1	8/17/2018	ISSUED FOR CONSTRUCTION	CM	8/17/2018	ISSUED FOR CONSTRUCTION
2	8/17/2018	ISSUED FOR CONSTRUCTION	CM	8/17/2018	ISSUED FOR CONSTRUCTION
3	8/17/2018	ISSUED FOR CONSTRUCTION	CM	8/17/2018	ISSUED FOR CONSTRUCTION
4	8/17/2018	ISSUED FOR CONSTRUCTION	CM	8/17/2018	ISSUED FOR CONSTRUCTION



ANDREW B. FETHERSTON  
NEW YORK LICENSED PROFESSIONAL  
ENGINEER - LICENSE NUMBER: 07355-1

FINAL  
SITE PLAN  
FOR  
BAYSIDE  
CONSTRUCTION

SECTION 109.1  
BLOCK 4  
LOT 29  
TOWN OF MARLBOROUGH  
COUNTY OF ULSTER  
STATE OF NEW YORK



SCALE	DATE	DRAWN BY	CHECKED BY
AS SHOWN	08/23/2017	CM	JED

PROJECT NUMBER	DRAWING NAME
05000787A	C-COVER

SHEET TITLE  
COVER SHEET

SHEET NUMBER  
01 of 21

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Permits  
625 Broadway, Albany, New York 12233-3505  
P: (518) 402-8111 | F: (518) 402-9029  
www.dec.ny.gov

November 13, 2018

Mr. Alphonso Lanzetta  
Town Supervisor  
21 Milton Turnpike  
Milton, NY 12547

Re: Notification of Professional Engineering Design Certification Eligibility  
Proposed Bayside Development Project Sewer Extension  
SPDES Permit No. NY 0109720

Dear Mr. Lanzetta:

The Department has received and reviewed a sewer extension application with supporting information that indicates that downstream sewer capacity exists to allow the proposed connection. Pursuant to 6 NYCRR 750-2.10(f), in lieu of Department review and approval of the engineering reports, or plans and specification, the Department may accept, on a case-by case basis, a certification by a New York State licensed professional engineer (PE) that the design of a sewer extension conforms to design standards accepted by the Department. This is typically referred to as "PE Certification".

The Department has determined that *PE Certification* of this project is appropriate. Consequently, the design and construction of this project may commence without specific prior Department review and approval of the engineering reports, or plans and specifications.

By initiating construction of this project, the permittee, owner and/or operator accept and agree to abide by and conform to the following:

- (1) This approval is issued pursuant to SPDES Permit NY0109720 (Town of Marlborough Municipal Wastewater Treatment Plant).
- (2) This approval letter shall be maintained on permittee, owner and/or operator file.
- (3) Any and all construction undertaken shall be completely and wholly at the risk of the permittee. The Department does not assume any responsibility for the Department's reliance on *PE Certification*. It is the applicant and the design engineer's responsibility to ensure that the system conforms to acceptable design standards and that it will function properly
- (4) Upon completion of construction, a construction certification must be provided to



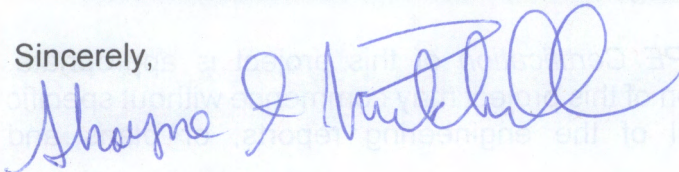
Department of  
Environmental  
Conservation

the Department using NYSDEC Form *SPDES ENG-2* (attached). At this time you must also submit to this office, in electronic PDF format, a final engineering report and as-built plans that are both stamped and signed by a PE, and, if applicable, the results of the leakage and deflection tests of the completed work.

- (5) Failure to submit an adequate construction certification, which includes engineering documents demonstrating conformance to acceptable design standards, may disqualify this project from *PE Certification* eligibility. The Department may withhold written acceptance of the construction certification until conformance is demonstrated.
- (6) If there is nonconformance with acceptable design standards it is possible that you may be required to remove all or part of the constructed sewer extension.
- (7) PE certification will expire if construction certification is not submitted within two (2) years of the date of this letter or the project's eligibility date.
- (8) You must receive written approval of the construction certification from the Department before commencing use of, or discharge from, the new system.
- (9) This approval does not relieve the permittee from the requirement to obtain any other permits or approvals which may be required by law before the project may proceed.

Please contact Meena George at 914-428-2505 if you have any questions.

Sincerely,



Shayne A. Mitchell, P.E.  
Chief, West Permit Section

Attachment: NYSDEC Form *SPDES ENG-2*

cc: Ulster County Health Department  
J. Dates, Maser Consulting  
M. George, NYSDEC – White Plains

## ATTACHMENT B

New York State Department of Environmental Conservation  
**PROFESSIONAL ENGINEER'S CERTIFICATION OF WASTEWATER TREATMENT  
PROJECT COMPLETION**  
(Form SPDES ENG-2)

SPDES Permit Number NY-\_\_\_\_\_

SPDES Permittee Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

I certify that the construction of the above referenced project was under my general supervision. The project was fully completed on \_\_\_\_\_ in accordance with the engineering reports, or plans and specifications, SPDES permit, and letter(s) of approval dated \_\_\_\_\_. I understand that certifying false, incorrect or inaccurate information is a violation of the laws of the State of New York, including Article 17 of the Environmental Conservation Law, 6 NYCRR 750-2.4(f), and Articles 17 and 210 of the Penal Law, and could subject me to criminal, civil, and/or administrative proceedings.

Engineering Firm Name: \_\_\_\_\_

Engineering Firm Address: \_\_\_\_\_

Certifying Engineer Name: \_\_\_\_\_

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

Certifying Engineer's Signature and Seal:

Attachments:

**HIGHWAY SUPERINTENDENT**

*Town of Marlborough  
1650 Rt. 9W, P.O. Box 305  
Milton, New York 12547*



**GAEL R. APPLER, SR**  
*Superintendent of Highways*

*Home: (845) 795-2469  
Office: (845) 795-2272 x 6  
Fax: (845) 795-6037*

*August 10, 2018*

*Justin Dates, RLA  
Maser Consulting PA  
555 Hudson Valley Avenue  
Suite 101  
New Windsor, NY 12553-4749*

*Re: Bayside Development Project*

*Dear Justin:*

*I have visited your driveway sites on Purdy Avenue, Bayside Development Project, and find both have safe, suitable sight distance and I approve their placement. Thank you for staking these out.*

*Very truly yours,*

A handwritten signature in black ink, appearing to read 'Gael R. Appler, Sr.'.

*Gael R. Appler, Sr.  
Highway Superintendent*

*cc: Mr. Pat Hines, MH & E  
Mr. Chris Brand, Planning Board  
Mr. Al Lanzetta, Supervisor*

## MEMORANDUM OF UNDERSTANDING (MOU)

Made this 9<sup>th</sup> day of May, 2018, between the Marlboro Central School District (hereinafter the "MCSD"), with offices at 21 Milton Turnpike, Suite 100, Milton, NY 12547 and Bayside Construction, LLC (hereinafter the "Owner"), with an address at 1451 47<sup>th</sup> Street, Brooklyn, NY 11219, seek an MOU in connection with the improvements to benefit the MCSD (as shown on Attachment #1 & #2).

The Owner is the owner of real property situated on the west side of NYS Route 9W just north of the Marlboro Middle School and on Purdy Avenue in the Town of Marlborough, which is assigned Marlborough Tax identification 109.1-4-29 (hereinafter the "Property"), and the MCSD is owner of the adjacent parcel south of this also in the Town of Marlborough, which is assigned Marlborough Tax identification 109.1-4-21.

Based on prior meetings and discussions, both the Owner and MCSD have evaluated a series of site improvements to benefit the MCSD and the existing Middle School parcel through the construction of said improvements by the Owner and in association with the proposed project (Bayside Mixed-Use Development) which is before the Town of Marlborough for approvals. There are two (2) separate proposals for improvements which are as follows:

### Proposal #1

This proposal specifically addresses the expansion of existing pavement for additional parking spaces and striping same on the Middle School property (as depicted on Attachment #1).

This shall be executed via:

1. The Owner shall pay for and physically construct these improvements on the Middle School parcel, or;
2. An offer of donation shall be made to the MCSD for the parking and striping improvements based on receiving three (3) bids for the work and the lowest bid amount will establish the donation amount, or;
3. No agreement. These items will be removed from the Owner's project.

The MCSD wishes to proceed with Proposal #1, Item # 1.

### Proposal #2

This proposal specifically addresses two (2) driveway connections to the Bayside Roadway and connecting same to the Middle School property (as depicted on Attachment #2).

It is the MCSD's desire to:

1. Have the Owner construct the two (2) proposed Middle School driveway connections to the Bayside project roadway. The two-way driveway shall be within a proposed Town right-of-way

and the one-way driveway shall be within an easement to benefit the MCSD over the Owner's property, or;

2. The driveway connection improvements to benefit the Middle School property shall be removed from the Bayside Mixed-Use Development project.

The MCSD wishes to proceed with Proposal #2, Item # 1.

For both proposals the MCSD shall be responsible for those costs, including but not limited to the costs of all required permits and approvals (outside of the Site Plan approvals from the Town which are the Owners responsibility) and engineering, attorney, etc. consulting fees, and the necessary granting of construction and access easements which may be necessary to formalize execution of the improvements. Upon completion of any potential improvements, the MCSD shall accept responsibility for maintenance of these facilities in perpetuity. This applies to both proposal #1 and proposal #2.

If desired by the MCSD, the Owner will continue to process the improvements as a component of the current Town approvals for the project. The Owner will not provide additional payment or bond to the MCSD for the proposed work to be conducted to benefit the MCSD and the Middle School parcel. Details of construction for the proposed improvements are provided on the project plans, no separate design documents shall be prepared by the Owner or its representatives for the improvements to benefit the MCSD.

By signing this MOU, it shall confirm the advancement and the scope of work of the proposed improvements between the Owner and the MCSD.

Marlborough Central School District

Bayside Construction, LLC

By:   
Mr. Michael Brooks  
Superintendent of Schools

By:   
Mr. Asher Sussman  
Managing Member

State of New York, County of Ulster ss.:

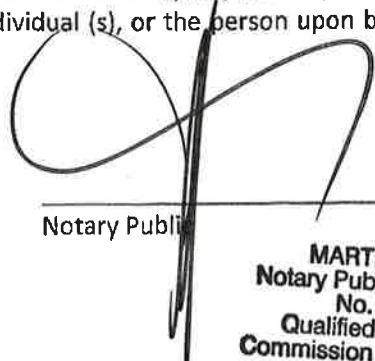
On the 9<sup>th</sup> day of May, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Michael Brooks personally know to me or proved to me on the basis of satisfactory evidence to be the individual (s) is (are) subscribed to the within instrument and acknowledged to me that hs/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.

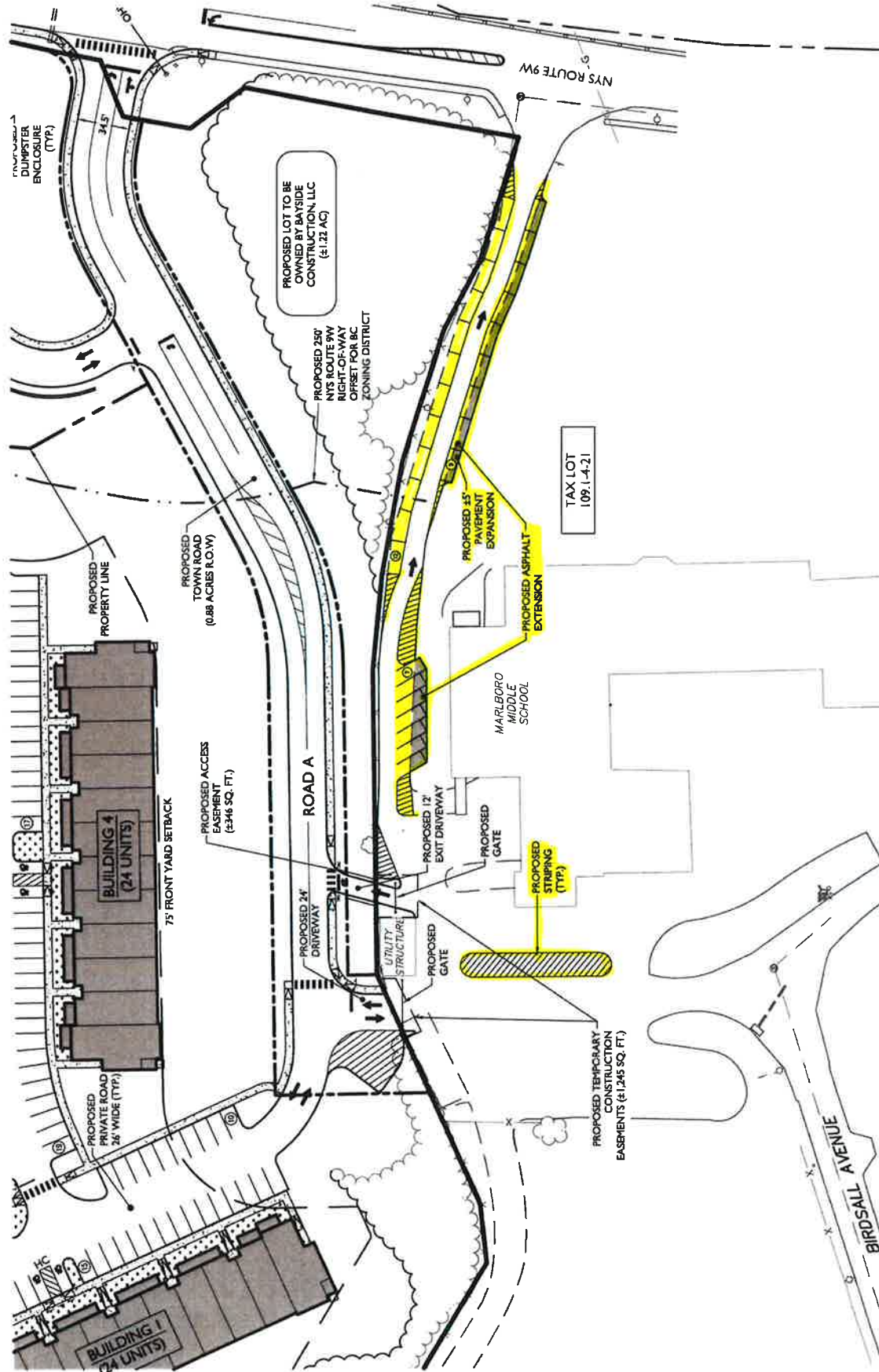
**SUSAN CANFIELD**  
Notary Public, State of New York  
No. 01CA6250972  
Qualified in Orange County  
Term Expires November 14, 2019

  
Notary Public

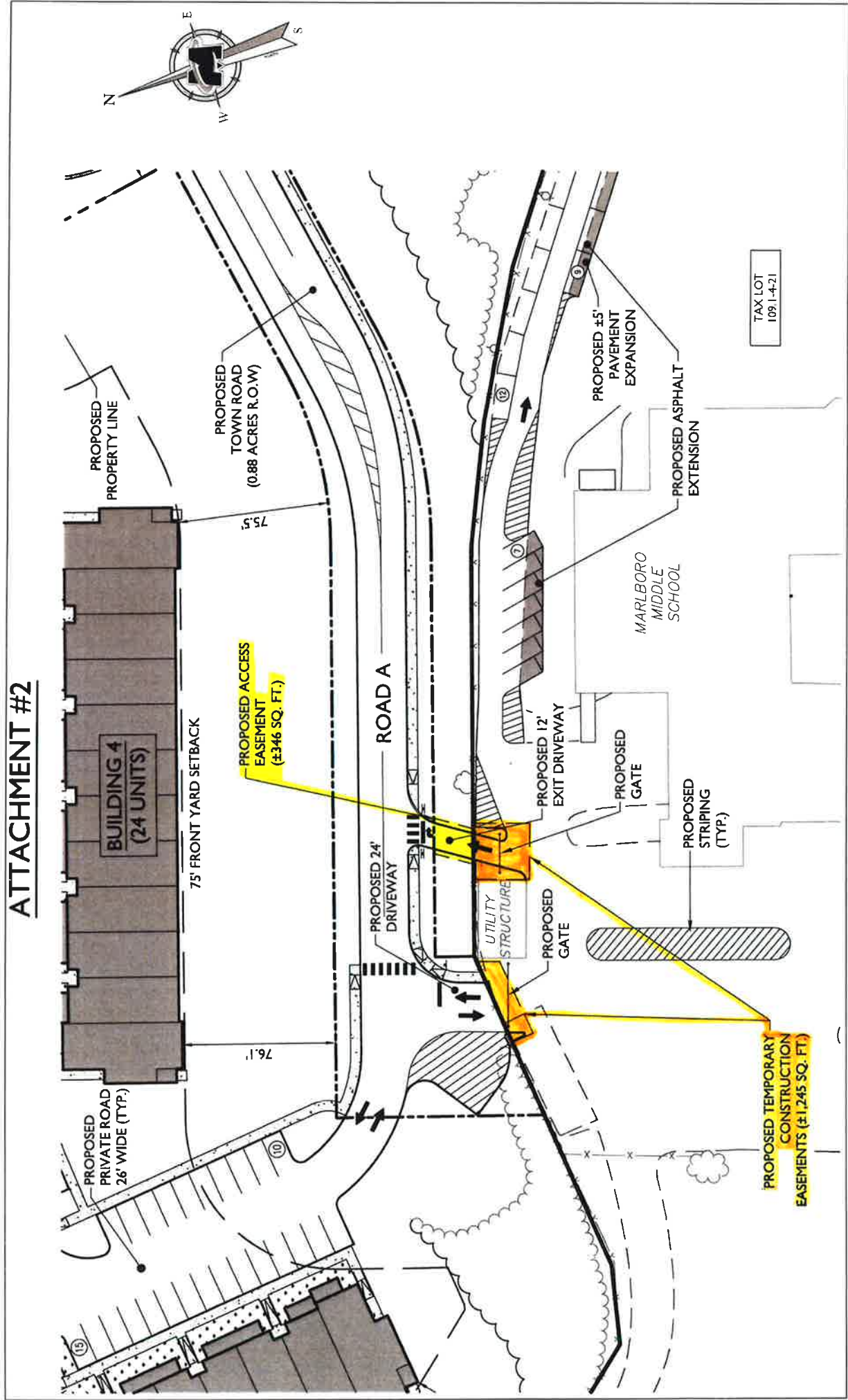
State of New York, County of Essex ss.:

On the 22 day of May, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Asher Sussman personally know to me or proved to me on the basis of satisfactory evidence to be the individual (s) is (are) subscribed to the within instrument and acknowledged to me that hs/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  
**MARTIN SILVERSTEIN**  
Notary Public, State of New York  
No. 01SI4696011  
Qualified in Nassau County  
Commission Expires Nov. 30, 2019



# ATTACHMENT #2



**TIMES** COMMUNITY  
NEWSPAPERS  
*of the Hudson Valley*

300 Stony Brook Court, Newburgh, NY 12550  
(845) 561-0170 Fax (845) 561-3967  
**Bayside Construction LLC**  
Attn: Miri  
1648 61st St, 2nd Fl  
Brooklyn, NY 11204

**RECEIPT** 11/21/18

Phone: 718-854-5806

Issue Dates	Description	Amount
Running in Southern Ulster Times: 11/28/18	Legal Advertising - 45 Lines Legal Ad #94528 Affidavit Charge	\$ 17.10 10.00 -27.10
		-----
TOTAL CHARGES ----->		\$ 27.10
Less Payments/Credits ----->		-27.10
BALANCE DUE ----->		\$ 0.00

Heading: 220 — Public Notices  
Ad #94528

**Legal Notice**

Bayside Construction, LLC will be constructing a number of apartments in the Town of Marlborough in Ulster County New York on a plot of land identified as Section 109.1, Block 4, Lot 29. On that property is an existing building commonly known as the Camp Young Farmerette's Dormitory. That building has been determined to be of historical significance. The historical building is located in an area that must be cleared to allow the new construction to move ahead. Numerous unsuccessful attempts have been made to find a new location for that structure. The Town of Marlborough and the local residents would like to have the building repurposed and relocated to honor its historical significance. The owners of the property, Bayside Construction, LLC are hereby offering the building free of charge to any person or entity that will move and repurpose the building in whole or in part in a manner that honors the historical significance of the building. Any person or entity that is

interested in obtaining the building must be willing to indemnify the owners and the general contractor. Any person or entity that has an interest in obtaining the building should contact Jim Lewis at 845-742-1723 for more information and arrangements for site visitations. This offering shall remain in effect until December 15, 2018. If there are no timely responses, Bayside Construction shall proceed with the disposal of the building however it deems appropriate.

*Thank you!*  
*Mari*

**Disclaimer:**  
 ADVERTISING CONDITIONS: Rates quoted are for requested days. Please read your ad the first day and bring any error to our attention immediately. Credit, for any errors, will be allowed only for the first insertion. You agree the Times Herald-Record is not liable for any error in any advertisement (whether or not the fault of the Times Herald Record) except for the cost of space actually occupied by the error. Placing of ads, oral or written, will be construed as acceptance of all rates and conditions. You agree the Times Herald-Record is not liable for its failure, for any reason, to insert an advertisement. No substitutions or refunds will be given for early cancellations of ads. The Times Herald-Record reserves the right to reject any or discontinue at any time without notice any advertising which in the opinion of its publisher is offensive or which in the opinion of its counsel may expose it to legal action. Advertisements are the property of the Times Herald-Record and/or its advertisers and are subject to contracts between them. The classified listings and individual advertisements are subject to the copyright in this edition owned by the Times Herald-Record and/or to copyright interest owned by its advertisers and/or the Times Herald-Record. Reproduction, display, transmission or distribution of the listing or individual advertisements in any format without express permission of the Times Herald -Record and/or its advertisers are prohibited.

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## Order Confirmation

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#### Ad Order Number

0000732033

#### Customer

SUSSMAN,ASHER

#### Sales Rep.

corwink

#### Customer Account

48902

#### PO Number

Bayside Construction

#### Customer Address

1681 61 STREET  
 BROOKLYN NY 11204 USA

#### Ordered By

Miri

#### Customer Phone

718-854-5806

#### Customer Fax

#### Customer Email

MiriJ4926@gmail.com

#### Payor Customer

SUSSMAN,ASHER

#### Payor Address

1681 61 STREET  
 BROOKLYN NY 11204 USA

#### Tear Sheets

1

#### Affidavits

1

#### Blind Box

#### Payment Method

#### Invoice Text

#### Total Amount

\$54.67

#### Payment Amount

\$0.00

#### Amount Due

\$54.67

#### Ad Number

0000732033-01

#### Placement

Legals - CLS

#### Pick Up

#### Position

Legal Ads-Legal

#### Run Dates

11/25/2018

Times Herald Record  
 40 Mulberry Street, PO Box 2046  
 Middletown, NY 10940

Sales Rep:  
 Kim Corwin  
 845-341-1100  
 kcorwin@th-record.com