

**TOWN BOARD OF THE TOWN OF FALLSBURG
RESOLUTION CONSENTING TO FORMATION OF A
SEWAGE WORKS CORPORATION**

WHEREAS, the Town Board of the Town of Fallsburg (the "Town Board") is in receipt of a petition seeking municipal consent for authorization to form a sewage works corporation in accordance with Article 10 of the NY Transportation Corporations Law (hereafter "TCL"); and

WHEREAS, said petition is submitted by OCO Realty LLC (the "Petitioner") pursuant to TCL §116 in connection with a residential site plan application for 84 single family units (the "Project") pending before the Town of Fallsburg Planning Board (the "Planning Board") for real property known on the Town of Fallsburg tax map as SBL 12-1-11.1 and 12-1-11.5; and

WHEREAS, municipal authorization to form a sewage works corporation is a statutory prerequisite to incorporation; and

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) has issued a State Pollutant Discharge Elimination System (SPDES) permit for the project; and

WHEREAS, the Town Board is willing to provide an expression of intent with respect to the formation of a sewage-works transportation corporation entitled Hurleyville Sewer Worx LTD; and

WHEREAS, it appears the Planning Board has designated itself as lead agency for environmental review of the Project in accordance with 6 NYCRR §617.6 and determined that the site plan application is a "type I action" under the State Environmental Quality Review Act ("SEQRA").

NOW, THEREFORE, on motion of Councilman Seletsky, seconded by

Councilman Levner _____, it is

RESOLVED, that the Town Board of the Town of Fallsburg or a majority thereof hereby consents to the formation of a sewage works transportation corporation entitled Hurleyville Sewer Worx LTD; and it is

FURTHER RESOLVED, that the Supervisor for the Town is authorized to execute the Sewage Works Agreement negotiated between the Town and the Petitioner, once the corporation is formed, and to perform all other acts that are required to effectuate the formation of the corporation; and it is

FURTHER RESOLVED, that the Town Clerk be and hereby is authorized and directed to certify to the enactment of this Resolution and provide the same to the Petitioner; and it is

FURTHER RESOLVED, that the Town Board, as an involved agency for environmental review purposes under SEQRA, hereby adopts the environmental findings for the Project made by the Planning Board and adopts the findings statement of the Planning Board, dated May 1, 2015 a copy of which is attached to this Resolution.

The adoption of the foregoing resolution was duly put to a vote, and upon roll call, the vote was as follows:

	Aye	Nay
Steven Stephen J. Vegliante, Supervisor	<u>X</u>	_____
Joseph Levner, Councilperson	<u>X</u>	_____
Nathan Steingart, Councilperson	<u>X</u>	_____
Michael Weiner, Councilperson	<u>X</u>	_____
Arnold Seletsky, Councilperson	<u>X</u>	_____

MOVED by: Councilman Seletsky

SECONDED by: Councilman Levner

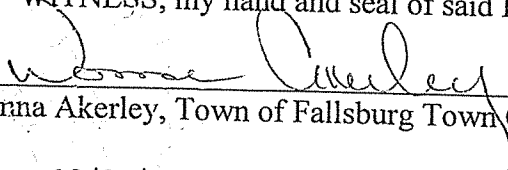
VOTE: 5 Aye

0 Nays

Adopted on Motion the 26th day of October, 2015.

I, Donna Akerley, Town Clerk of the Town of Fallsburg, do hereby certify that I have compared the foregoing copy of a Resolution with the original thereof now on file in my office, and that the same is correct therefore and the whole of said original.

WITNESS, my hand and seal of said Board the 27th day of October, 2015.


Donna Akerley, Town of Fallsburg Town Clerk

Date: 10/27/2015

Steven Vegliante, Town Supervisor
Arnold Seletsky, Deputy Supervisor
Michael Weiner, Councilman
Nathan Steingart, Councilman
Joe Levner, Councilman

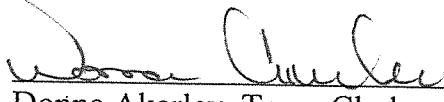


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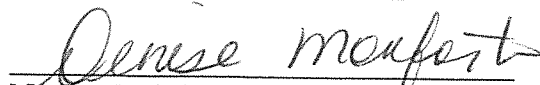
VERIFICATION

Donna Akerley, being duly sworn, deposes and says:

1. Deponent is the Town Clerk of the Town of Fallsburg, a municipal corporation existing under the Constitution and Laws of the State of New York.
2. Deponent has read the foregoing Municipal Consent to the Formation of Sewer Works Corporation and knows the contents thereof and the same is true to deponent's own knowledge.
3. A Resolution of the Town of Fallsburg was adopted at its meeting on November 9, 2015, by virtue of which the Town Board consented to the filing of the Certificate of Incorporation of Hurleyville Sewer Worx LTD. and said Resolution has been entered in the minutes of said Town Board.


Donna Akerley, Town Clerk
Town of Fallsburg

Sworn to before me this 10th
day of November, 2015

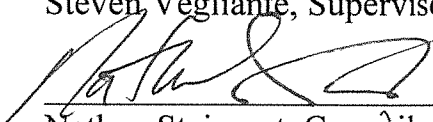

Notary Public - State of New York

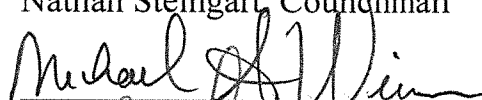
DENISE MONFORTE
Notary Public, State of New York
NYS Reg. No. 01MO6182574
Qualified in Sullivan County
Commission Expires February 25, 2016


We, the undersigned, Board of the Town of Fallsburg, County of Sullivan, New York do hereby consent to the formation of a sewer works corporation under the provisions of Article 10 of the Transportation Corporations Law of the State of New York, for the purpose of supplying the development commonly known as "The Orchards" located on LaBaugh Rd., Town of Fallsburg with a sewer system, and we consent to the filing of the annexed Certificate of Incorporation of Hurleyville Sewer Worx LTD.

IN WITNESS WHEREOF, we have made and subscribed this consent in triplicate, this 9th day of November, 2015.



Steven Vegliante, Supervisor

Nathan Steingart, Councilman

Michael Weiner, Councilman

Joseph Levner, Councilman

Arnold Selesky, Councilman

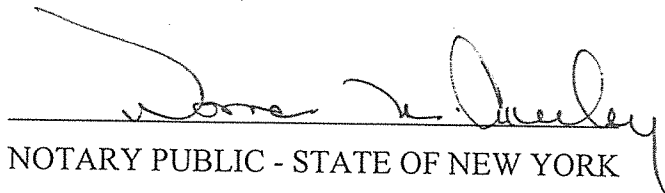
ACKNOWLEDGMENT OF CONSENT

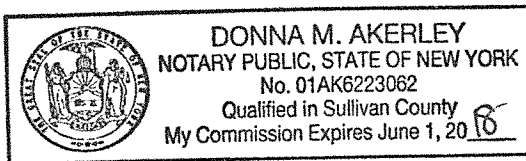
STATE OF NEW YORK:

SS.:

COUNTY OF SULLIVAN:

On the 09 day of November, 2015, before me personally came Steven Vegliante, Joseph Levner, Nathan Steingart, Michael Weiner and Arnold Seletsky, to me known to be the individuals described in the foregoing instrument, and they did acknowledge that they had executed the same.

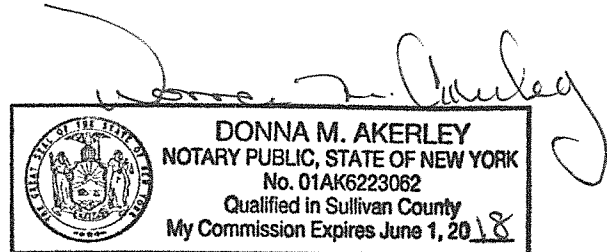

NOTARY PUBLIC - STATE OF NEW YORK



I, the undersigned, Commissioner of Public Works, does hereby consent to the formation of a sewer works corporation under the provisions of Article 10 of the Transportation Corporations Law of the State of New York, for the purpose of supplying the development commonly known as "The Orchards" located on LaBaugh Rd., Town of Fallsburg with a sewer system, and we consent to the filing of the annexed Certificate of Incorporation of Hurleyville Sewer Worx LTD.

IN WITNESS WHEREOF, we have made and subscribed this consent in triplicate, this 9th day of November, 2015.


William Jakaitis 11/10/15.



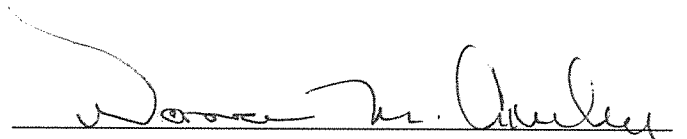
ACKNOWLEDGMENT OF CONSENT

STATE OF NEW YORK:

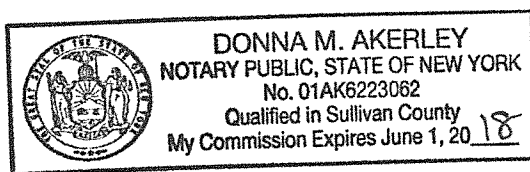
SS.:

COUNTY OF SULLIVAN:

On the 10th day of November, 2015, before me personally came William Jakaitis, to me known to be the individuals described in the foregoing instrument, and they did acknowledge that they had executed the same.



NOTARY PUBLIC - STATE OF NEW YORK





SEWAGE WORKS AGREEMENT

THIS AGREEMENT (hereafter, the "Agreement") entered into this 26 day of October, 2015 (the "Commencement Date"), between HURLEYVILLE SEWER WORX LTD, a transportation corporation formed under the laws of the State of New York, with an address for doing business at 401 Avenue M, Brooklyn, New York 11230 ("HSW"); and the TOWN OF FALLSBURG, a municipal corporation of the State of New York with offices at P.O. Box 2019, 19 Railroad Plaza South Fallsburg, NY 12779 ("Town"). Town and HSW individually may be referred hereafter as a "party" and together may be referred hereafter as the "parties".

WITNESSETH

WHEREAS, OCO Realty LLC (the Developer") is constructing a residential housing project on 64.9 acres of land located in the Town of Fallsburg. The project when fully completed will consist of 84 single-family units. The project is known as the Orchards and is located on LaBaugh Road in the Town of Fallsburg, Sullivan County, NY and more particularly designated on the Town of Fallsburg tax map as Section 12 Block 1 Lot 11.1 and 11.5 (the "Service Area");

WHEREAS, the Developer has formed HSW, a sewer corporation under the Transportation Corporations Law;

WHEREAS, HSW will to construct a sewer system to provide sewage services for the Service Area, which will provide sewer service collection and treatment for 83 single-family units and an existing single family residence will be served by an existing septic system; and

WHEREAS, the parties desire to establish a procedure for the orderly planning, construction, operation and maintenance of the sewer improvements contemplated by this Agreement in accordance with applicable law; therefore

It is mutually agreed in consideration of the covenants and promises herein expressed as follows:

1.0 NY Transportation Corporations Law

1.1. The parties enter into this Agreement pursuant to Article 10 of the NY Transportation Corporations Law and agree to be bound by the current terms and provisions thereof and as they may be revised and amended in the future and may be applicable to this Agreement. The definitions of the terms "sewer works corporation" and "sewer system" found at §115 of the NY Transportation Corporations Law shall be incorporated in this Agreement as though set forth at length herein.

1A. Construction and Finance of the Sewer System

1A.1. HSW shall (a) design and construct a sewer system, including a sewage treatment plant and all related improvements, to provide sewage collection and treatment services to the Service Area (the "Project"), and (b) be fully responsible for the costs of the Project.

1A.2. The design of the Project will establish collection and treatment capacity adequate to service the present and future anticipated requirements of the Project which includes a maximum of 84 proposed residential units, swimming pools, community buildings and other improvements, (the "Improvements") as currently proposed by the Developer in its application pending before the Town of Fallsburg Planning Board, more particularly an estimated 49,800 gallons per day for the residential units, average daily flow, plus estimated 4,200 gallons per day for the remaining improvements, for a total of 54,000 gallons per day average daily flow .

1A.3. Upon the making of this Agreement and the formation of the corporation, HSW will cause its consultants to commence creation of design plans and biddable contract documents for the proposed construction of the Project. HSW will commence construction on the Project after receipt of any and all necessary design, construction and financing approvals by pertinent agencies, including but not limited to approval by the Town of Fallsburg Planning Board (hereafter, "Planning Board"), New York State Department of Environmental Conservation (hereafter "DEC"), the Delaware River Basin Commission (hereafter "DRBC") and the New York State Department of Health (hereafter "DOH"), as applicable.

1B. Provision of Service Within the Service Area

1B.1 HSW shall have a franchise to provide sewer system service to that portion of the Town identified herein as the Service Area. Such service shall include, but not be limited to, the treatment of sewage through the operation and maintenance of the sewer treatment plant and the sewer mains serving the Improvements. The individual collection systems within each individual property shall be owned, operated and maintained by each respective property owner. HSW shall have no authority without written approval of the Town Board to provide sewer system service to any area outside of the Service Area.

1B.2 All properties within the Service Area shall utilize only the sewer system service provided by HSW, as described in §1B.1 above, except if municipal sewer service becomes and is available to the properties within the Service Area, then within ninety (90) days receipt of prior written notice from the Town (or the governmental agency which owns or operates the municipal system) the properties within the Service Area shall connect to the municipal sewer system and HSW shall dissolve.

1B.3 HSW shall provide such service on a non-discriminatory basis pursuant to the provisions of §121 of the Transportation Corporations Law. HSW shall comply, to the extent practicable, with the applicable provisions of the Fallsburg Town Code ("Town Code") relating to the operation of the sewer system. HSW shall not impose upon the users of the sewer system any conditions for use of the sewer system unless (a) those conditions are provided in the Town Code or this Agreement, or (b) HSW first obtains the written authorization of the Town.

2.0 Plan Approval

2.1 It is acknowledged by the parties that the authority of HSW to provide sewer system service is subject to the issuance by the DEC of a SPDES permit, plan approval, and operating approval of the sewer system as well as any authorizations needed from the DRBC or any other governmental entity with jurisdiction over the sewer system. HSW shall provide the Town with copies of (i) all submissions made to the DEC, DRBC or DOH and (ii) permits or denials issued by any reviewing authority. The Town's engineer or a licensed professional engineer retained by the Town (hereafter, the "Town Engineer") shall have the right to inspect the sewage facility design plans as it deems reasonably necessary at HSW's expense. All submissions made by HSW to the DEC, DRBC, DOH or any other governmental agency with jurisdiction over the sewer system shall be first submitted to the Town Engineer for prior review and comment. Among other things, the Town Engineer's review will ensure that proposed treatment technology, design standards and equipment specifications are satisfactory in the event that the Town have to assume O&M responsibilities for the sewer system. HSW will adopt all reasonable recommendations proposed by the Town engineer.

2.2 Notwithstanding approval of the plans or applications for the Project or permits or authorizations issued by DEC, DRBC or DOH, all required or necessary Town approvals and permits shall be obtained prior to construction of the sewer system.

2A. Escrow Fund

2A.1 HSW will establish an escrow account under the control of the Town, to be replenished as needed, to reimburse the Town for the reasonable cost of the Town's review of the following, relating to the review of the installation, operation and maintenance of the sewer system:

- (a) review of the SPDES permit application and sewer system plans pursuant to §2.1 above;
- (b) reimbursement of the fees and costs associated with the Town Engineer's or Town Code Enforcement Officer's review and attendance at Project-related meetings, and Project-related inspections conducted by the DEC, DRBC, DOH and/or a professional engineer licensed by the State of New York retained by HSW (hereinafter "HSW's engineer") including review of all copies of reports resulting for such inspection as per §3.1 and as provided in §118 of the Transportation Corporations Law;
- (c) reimbursement for the reasonable costs of review of the proposed rates to be charged to individual users within the service area;
- (d) reimbursement of the Town's legal fees with respect to all matters related to the installation, operation and maintenance of the sewer system, including the negotiation and preparation of this Agreement; and
- (e) reimbursement of the fees and costs imposed by any other consultant not listed herein but retained by the Town upon the written consent of HSW.

2A.2 HSW agrees to deposit in escrow with the Town the initial sum of \$5,000 to be drawn upon by the Town to pay for the costs of the Town Attorney, and/or special counsel appointed by the Town, and/or of the Town's consulting engineer or a duly licensed engineer retained by the Town, and/or

other approved consultant as set forth in paragraph 2.A.1 above. Said escrow fund shall be replenished by HSW periodically within fifteen (15) days of the Town's written request to do so. The escrow funds so deposited with the Town shall be paid to the persons referenced herein upon submission of an invoice an approved voucher and subject to audit in accordance with the provisions of Town Law §§118 and 119. Each invoice shall forth the date of performance of any task, the identity of the individual performing the task, the actual time spent on the task, the rate charged by the timekeeper, the cost of the service, and a reasonable description of the task. Salaried Town employees claiming against the escrow fund for the benefit of the Town are not required to submit either a voucher or invoice, but must account for time spent on Project review in writing. HSW may inspect all invoices, vouchers and related submissions submitted hereunder.

2A.3 In the event of a termination of the Agreement, this Article 2A shall survive said termination to the extent of any outstanding obligations owed to the Town. Upon such termination, any funds remaining after the satisfaction of all obligations owed to the Town will be returned to HSW and upon such return, the Town will be released from all further obligation in connection with the escrow accounts.

3.0 Construction and Inspection

3.1 There shall be a preconstruction inspection meeting between HSW and the Town Engineer and Town Code Enforcement Officer, which preconstruction meeting shall occur prior to construction start-up or mobilization. The Town Engineer shall be given notice of all inspections conducted by the DEC and/or HSW's engineer and shall be provided copies of all reports resulting from any such inspection during and after construction of the sewer system. The Town Engineer shall have the right to examine or have examined all reports submitted by HSW to governmental agencies or authorities to ascertain and verify the construction and to perform inspections at reasonable intervals during and after construction as further provided in §4.1 below. The reasonable expenses of the Town Engineer and Town Code Enforcement Officer shall be paid for by HSW from funds within the escrow account as per §2A, above. Additionally, HSW shall file with the Town copies of all reports, including certifications, from HSW's engineer concerning construction of the improvements to the sewer system.

3.2 No certificate of occupancy for any property that requires one shall be issued until the sewer system is completed and approved by the Town and HSW has complied with all requirements and provisions of this Agreement and applicable law, unless otherwise authorized by the Town.

3.3 HSW's engineer shall periodically inspect the sewer system during the course of construction at such times as industry practice shall require or when the Town shall reasonably request and certify to the Town that construction is properly completed in accordance with the approved plans and specifications. Upon completion of construction, HSW shall provide the Town a complete set of as-built drawings for all sewage treatment works and other appurtenant facilities, together with shop drawings, equipment descriptions and manuals pertaining to the sewer system and a maintenance plan for the facilities.

3.4 HSW shall pay all permit and application fees required by applicable law, including the Town Code and Village Code, that relate to the sewer system for the Project, as well as any (i) escrow account payments due under Article 2A hereof or Project Security due under Article 4.0. This ¶3.4 shall survive termination of the Agreement or any portion thereof.

3.5 (a) At any time prior to the commencement of the Project, HSW in its sole discretion may abandon the Project by providing notice to the Town of its decision not to construct the STP Project. Upon receipt of said notice of termination by the Town, the Agreement will terminate and the obligations of the parties to one will end, subject to any terms and conditions that expressly survive termination. The Town will return or release any security and escrowed documents posted by HSW pursuant to Article 4.0, hereof, upon HSW's full compliance with ¶3.5(b) hereof.

(b) Upon providing notice under ¶3.5(a) hereof, HSW will satisfy all of its obligations to pay any outstanding fees to the Town and reimburse the Town for any outstanding costs owed to the Town under this Agreement, including those fees and costs identified at ¶3.4 hereof. This ¶3.5(b) shall survive termination of the Agreement.

4.0 Project Security

4.1 HSW shall post a performance bond, standby letter of credit or cash as security for the completion of the Project (the "Security") and the parties agree that such Security satisfies the guaranty requirements of §119(1) of the Transportation Corporations Law. The amount and type of the Security shall be approved by the Town upon recommendation of the Town engineer. Any performance bond shall be issued by a surety company licensed to conduct business in the State of NY and contain at least a Best's Insurance Reports rating of A- (Class VII). Said Security shall be released upon satisfactory completion of those sewer facilities as certified by inspection of the Town Engineer. HSW may make application to the Town for periodic reduction of the amount of Security. The Town shall make the requested reduction provided the Town Engineer certifies that the work has been satisfactorily. Notwithstanding the foregoing, the amount of security shall always equal or exceed 150% the projected cost of completion of the Project. In the event the construction of the Project is abandoned by HSW prior to its completion, the Town may use the Security either to complete the construction of the sewer system to service those portions of the Service Area already built, or may restore the Project to pre-construction condition.

4.2 HSW shall establish a reserve fund to guaranty the yearly operation and maintenance of the sewer facilities the parties agree that such reserve fund satisfies the guaranty requirements of §119(2) of the Transportation Corporations Law and shall guarantee sufficient funds for the operation and maintenance of the sewer system. The reserve fund shall initially be in the amount of [Thousand Dollars (\$0,000)] and shall thereafter be adjusted if the actual design of the sewer system shows that the projected operation and maintenance costs will exceed the initial funding amount. The Town shall have sole access to withdraw the fund proceeds. Funds needed for the operation and maintenance of the sewer system shall be requested by HSW and furnished by the Town from the reserve fund. The Town shall have the right to draw funds from the reserve fund account, but the Town shall not exercise that right except as requested by HSW or as provided in §4.8, below. The reserve fund shall be in place fourteen (14) days prior to commencement of operation of the sewer facilities. The reserve fund shall be maintained and replenished by HSW at least until the fifth anniversary of this Agreement and may be extended thereafter if the Town determines that the sewage rates established under §6.1 are insufficient to maintain and operate the sewer system. The Town may, and on petition of HSW shall, at any time review the adequacy of reserve fund, to ascertain whether it should be modified on the basis of fiscal performance or other conditions. HSW's right of petition is limited to one occurrence annually.

4.3 HSW shall place the shares of stock of the corporation, along with a fully executed stock assignment in favor of the Town, in escrow with the Town Clerk. Such deposit into escrow shall be made prior to the commencement of operation of the improvements. The form of escrow agreement is attached hereto as Exhibit A (hereafter, the "Escrow Agreement"). The form of stock assignment agreement is attached hereto as Exhibit B (hereafter, the "Assignment Agreement"). The Escrow Agreement shall provide, *inter alia*, that the Town may demand that the stock will be released from escrow and assigned to the Town so that ownership of the shares of stock shall pass to the Town in the event of (a) an abandonment of construction of the Project or (b) discontinuance of the maintenance and operation of the sewer system by HSW. The Town may not, without HSW's consent, make a determination that HSW has abandoned the construction of the Project or discontinued the maintenance and operation of the system except as provided in §5.1(b), below.

4.4 HSW shall place a Bill of Sale and Deed in favor of the Town to the assets and real property owned by HSW into escrow with the Town Clerk pursuant to the Escrow Agreement. The Escrow Agreement shall provide, *inter alia*, that the Town may demand a release the documents to the Town from escrow so as to pass title to the Town in the event of abandonment of construction of such works and facilities or discontinuance of the maintenance and operation of the sewer facilities. The Town may not, without HSW's consent, make a determination that HSW has abandoned the construction of the Project or discontinued the maintenance and operation of the system except as provided in § 5.1(b), below.

4.5 The Escrow Agreement shall provide that HSW, or its designee, may demand a return of the Assignment Agreement, stock certificates, Bill of Sale and Deed so deposited in escrow (the "Escrow Documents") upon the termination of this Agreement, if the Agreement is terminated on the Termination Date. The Escrow Agreement shall provide that the Escrow Documents shall be delivered to the Town in the event this Agreement is terminated in accordance with § 5.1(a), below.

4.6 In the event that the Town exercises its rights under §5.1 and §5.2, below, HSW shall cooperate with the Town and execute all necessary documents to effectuate the transfer of the SPDES permit and all other written authorizations obtained for the Project as well as all Project design drawings, "as built" drawings, operation manuals and equipment warranties, in the event that the Town determines that such transfer is in the best interests of the Town.

4.7 HSW shall operate, maintain and repair the sewer system in a proper, safe and environmentally sound manner in accordance with applicable federal, state and local law and regulation at its sole cost and expense. HSW shall make all necessary capital improvements to the sewer system. HSW shall perform any and all such operation, maintenance, repair and capital improvement work as reasonably directed by the Town. HSW shall be solely responsible for the payment of any fines or penalties resulting from the construction or operation and maintenance of the sewer system and imposed by (a) the Town for violations of applicable provisions of the Town Code; (b) the DEC for violations of the Environmental Conservation Law, including its implementing regulations, and the SPDES permit issued for the sewer system; or (c) the DRBC or any other governmental agency with jurisdiction over the construction or operation and maintenance of the sewer system for violations of applicable law and regulation.

4.8 In the event that the DEC or the Town determines a repair or improvement to the sewer system is necessary during the construction of the Project, and such work is not performed by HSW in a

reasonable time, the Town shall have the right to perform such repair or improvement using funds secured by the security as provided for in §4.1. In the event that the DEC or the Town determines a repair or improvement to the sewer system is necessary after completion of the Project, and such work is not performed by HSW in a reasonable time, the Town shall have the right to perform such repair or improvement using reserve funds provided for in §4.2.

5.0 Option to Acquire

5.1 (a) The Town shall have the option to acquire the sewer system from HSW for no further consideration: (i) in the event of abandonment of construction of the sewer system or (ii) after commencement of operation, in the event that maintenance and operation of the sewer system by HSW is poor or discontinued. The Town shall have the right, but not the duty or obligation, to exercise the option. For the purposes of this Agreement:

an “abandonment of construction of the sewer system” shall mean that HSW shall have (i) ceased construction of the Project for a period of six (6) or more months after commencement and (ii) failed to re-commence construction after having received written notice from the Town to so. Notwithstanding anything herein to the contrary, an abandonment of construction of the sewer system shall not have occurred in the event that any interruption of construction is due to any act beyond the control of HSW, including but not limited to acts of God, labor strikes, equipment and material shortages, war and delay in regulatory authorizations which have a material impact on the pace of construction;

the maintenance and operation of the sewer system is “poor or discontinued” shall mean that the system shall have suffered repeated system operations failures resulting in governmental enforcement actions, including the issuance of notices of violation.

(b) The Town may not, without HSW’s consent, exercise its option to acquire under a determination that HSW has abandoned construction of the sewer system or the maintenance and operation of the sewer system is poor or has been discontinued without first providing fifteen (15) days written notice to HSW and an opportunity for a hearing regarding that issue. Upon a finding at the close of the public hearing that HSW has abandoned the construction of the sewer system or the maintenance and operation of the sewer system is poor or has been discontinued, the Town shall be entitled to delivery of the Escrow Documents as provided in the Escrow Agreement and to exercise any of its rights under the Agreement, including but not limited to its rights set forth at §5.2, below. Any dispute arising out of the Town’s determination hereunder shall be resolved in accordance with §10.9 hereof.

(c) In the event that title and property interests of the Project are passed to the Town, the same shall be free of all liens and encumbrances, and HSW shall be responsible for removing all liens and encumbrances at its cost and expense.

5.2 If the Town exercises its option to acquire the sewer system pursuant to §5.1, prior to proper completion of the Project, then the Town shall have the right to call the Security and utilize the proceeds thereof to properly complete the improvements. In addition, Security shall remain in effect for an additional period of one (1) year after the Town has assumed ownership of the Project and operation

of the sewer system and the proceeds of the Security shall be utilized by the Town at any time prior to the expiration of that one-year period to make repairs and capital improvements to the sewer system.

5.3 (a) The Town shall have the option to acquire the sewer system from HSW pursuant to an option to purchase the sewer system from HSW or at any time shall have the right to purchase or acquire it by condemnation. The Town may exercise this option by serving written notice on HSW, or its successor or permitted assign, not less than ninety nor more than one hundred eighty days before the date of the taking.

(b) In the event the Town exercises its option to purchase the sewer system and the Parties are unable to agree on a mutually satisfactory purchase price, each party shall retain an appraiser to value the sewer system, and the appraisal reports shall be submitted to the arbitrator selected pursuant to § 10.9 hereof for determination of the purchase price.

6.0 Rates and Rate Setting

6.1 HSW shall provide the properties within the Service Area with a sewer system for collection, treatment, and disposal of sewage at fair, reasonable and adequate rates as established by the Town, after consultation with HSW. Such rates shall be sufficient to cover the cost of the operation and maintenance of the sewer system.

6.2 The reasonable costs to the Town for reviewing rates shall be reimbursed to the Town by HSW, which costs may be included in the rate charged to users of the sewer system. At either party's request, the rates may be reviewed and, if agreed by the parties, modified on an annual basis or such lesser interval as is provided by law.

7.0 Powers of HSW.

7.1 Prior to laying pipes or mains within any Town right-of-way or on Town property, HSW shall first obtain the approval of the Town Board and Town Superintendent of Highways.

7.2 No condemnation proceedings may be commenced by HSW without approval of the Town Board. Prior to granting such approval, the Town Board shall determine, without limitation, that HSW has made diligent good faith efforts to acquire any interests in private property through negotiation and that such interests in private property are necessary to provide sewer service in the most feasible and efficient manner.

8A. Representations and Warranties.

8A.1 HSW represents and warrants to the Town, as of the Commencement Date, as follows:

(a) HSW is, or has a pending application before the Town to allow it to form, a Sewage Works Corporation formed under the NY Transportation Corporations Law and which will be or is in good standing under the laws of the State of New York;

(b) HSW has all requisite power, capacity and authority to enter into this Agreement and to perform all of its obligations hereunder;

(c) The person signing this Agreement on behalf of HSW is authorized to do so;

(d) This Agreement constitutes a valid and binding obligation of HSW enforceable against HSW in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and general principles of equity (regardless of whether such enforcement is sought in a proceeding in equity or at law);

(e) No approval, consent, order or authorization of, or designation, registration or declaration with, any governmental authority, other than those referenced in this Agreement, is required in connection with the valid execution and delivery of, and compliance with, this Agreement by HSW;

(f) Neither the execution or delivery nor the performance by HSW of this Agreement will conflict with, or will result in a breach of, or will constitute a default under, (i) HSW's organizational or operating documents, (ii) any judgment, statute, rule, order, decree, writ, injunction or regulation of any court or other governmental authority, or (iii) any agreement or instrument by which HSW or its properties may be bound;

(g) There is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against the HSW or the transactions contemplated by this Agreement, which, if adversely determined, could, individually or in the aggregate, have a material adverse effect on or interfere with the consummation by HSW of the transactions contemplated by this Agreement.

8B. Miscellaneous

8B.1 HSW acknowledges that it proceeds at its own risk and without reliance on the Town or any other governmental agency to perform any act or refrain from performing any act which might have the effect of diverting potential users to other sources of treatment, provided the Town or other agency proceeds in a legal and lawful manner.

9.0 Notice

9.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) upon delivery if delivered by hand to the party to whom such communication was directed or (ii) upon the third business day after the date on which such communication was mailed if mailed by certified or registered mail with postage prepaid to the address set forth in the introductory paragraph of this Agreement or to such other address as may have been furnished in writing by one party to the other.

10.0 Full Agreement

10.1 This Agreement, and its attachments, embodies the whole agreement of the parties and supersedes all prior communications, representations and agreements, oral or written. This Agreement may be amended only in writing duly executed by both parties.

10.2 All parties to this Agreement and their counsel have reviewed and revised this Agreement and any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10.3 Each signatory hereto represents and warrants that he is fully authorized by the party whom he represents to execute this Agreement on behalf of that party and to bind that party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns.

10.4 The obligations of HSW under this Agreement shall commence on the Commencement Date and terminate on the fifth anniversary thereof (the "Termination Date") or upon the exercise of the Town's rights under §5.0 hereof subject to any provisions which survive termination which shall include, Article 2A (but only to the extent that any unreimbursed costs exist as of the date of termination), Article 4.0, and paragraphs 3.4, 3.5(b), 10.9, and 10.10 hereof.

10.5 At the sole election of the Town, this Agreement may be recorded in the Sullivan County Clerk's office and indexed against the affected properties.

10.6 The section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Agreement.

10.7 This Agreement will be construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws or choice of law rules to the contrary.

10.8 HSW shall not be entitled to assign all or any interest in this Agreement without the prior written consent of the Town which consent may be withheld for any reason or no reason. Notwithstanding the forgoing, HSW may assign its right, title and interest in this Agreement, any interests in the equipment and real property owned by HSW which comprises the sewer system, as well as the shares of stock of HSW to any Home Owners Association or Property Owners Association formed for real property owners located within the Service Area, upon prior application to and approval of the Town, which approval may not be unreasonably withheld.


10.9 Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be resolved at the request of either party, by final and binding arbitration, administered by and in accordance with the then existing Rules of Practice and Procedure of the American Arbitration Association or its successor entity, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal Court having jurisdiction thereof. Venue for any arbitration to enforce the terms of this Agreement or for any litigation commenced in State Court to enforce any arbitration award shall be in Sullivan County, NY. Notwithstanding the forgoing, the parties shall attempt to resolve any dispute informally prior to seeking its resolution through arbitration hereunder.

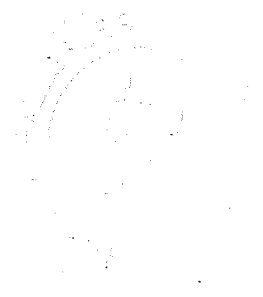
10.10 This Agreement is for the sole benefit of HSW and the Town and their respective legal representatives, successors, heirs and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

HURLEYVILLE SEWER WORX LTD

BY: _____
President

TOWN OF FALLSBURG

BY:  _____
Steven Vegliante, Supervisor



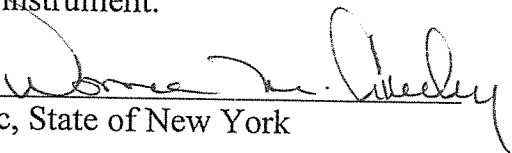
STATE OF NEW YORK)
)ss.:
COUNTY OF SULLIVAN)

On _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared [] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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 SULLIVAN)

On October 26, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared, Steven Vegliante personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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

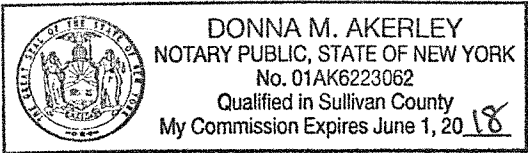


EXHIBIT A
ESCROW AGREEMENT



ESCROW AGREEMENT

THIS ESCROW AGREEMENT (hereafter, the "Agreement") entered into this ____ day of _____, 2015 (the "Commencement Date"), between HURLEYVILLE SEWER WORX LTD, a transportation corporation formed under the laws of the State of New York, with an address for doing business at 401 Avenue M, Brooklyn, New York 11230 ("HSW"); and the TOWN OF FALLSBURG, a municipal corporation of the State of New York with offices at P.O. Box 2019, 19 Railroad Plaza, South Fallsburg, NY 12779 ("Town"). Town and HSW individually may be referred hereafter as a "party" and together may be referred hereafter as the "parties".

WITNESSETH

WHEREAS, HSW is to construct a sewer system to provide sewage services for a residential housing project on 64.9 acres of land located in the Town of Fallsburg. The project when fully completed will consist of 84 single-family units. The project is known as the Orchards and is located on LaBaugh Road in the Town of Fallsburg, Sullivan County, NY and more particularly designated on the Town of Fallsburg tax map as Section 12 Block 1 Lot 11.1 and 11.5 (the "Service Area"); and

WHEREAS, contemporaneously with the execution of this Agreement the parties will enter into a Sewage Works Agreement which provides for a procedure for the orderly planning, construction, operation and maintenance of the sewer improvements contemplated by this Agreement in accordance with applicable law; and

WHEREAS, the Sewage Works Agreement requires certain items to be held in escrow during the implementation of the Sewer Works Agreement; therefore it is mutually agreed in consideration of the covenants and promises herein expressed as follows:

1. The Town engineer, engineer for the Town, or any engineer designated by the Town Board of Trustees shall act as the "Escrow Agent" for all purposes set forth in this Agreement. The Town may, from time to time, designate a replacement engineer to act as Escrow Agent.

2. In accordance with Article 4.0 of the Sewage Works Agreement, the following items shall be held safely in a safety deposit box in bank located in the County of Sullivan, State of New York (the "Escrow Bank") and selected by the Escrow Agent:

A. The stock of HSW as provided in § 4.3 of the Sewage Works Agreement;

- B. The Bill of Sale and Deed to the assets and real property owned by HSW as provided in § 4.4 of the Sewage Works Agreement; and
- C. A Stock Certificate Assignment Agreement, which contains an assignment of sewer rents from HSW to the benefit of the Town, as provided in § 4.3 of the Sewage Works Agreement.

The documents listed in these ¶¶2(A)-(C) shall be hereafter referred to as the "Escrow Documents". The annual costs of the safety deposit box shall be paid by HSW. The name, branch and location of the Escrow Bank shall be disclosed to the parties in writing within five (5) days of its selection.

3. The Escrow Agent will disburse the Escrow Documents to the Town or HSW, as the case may be, upon the following conditions:

A. Upon receipt of a written notice from the Town stating that the Town is entitled under this Agreement to the Escrow Documents and demanding receipt of the same, the Escrow Agent will disburse the Escrow Documents to the Town, provided, however, that the Escrow Agent shall not honor such demand until not less than ten (10) days after the date on which the Escrow Agent shall have mailed (by registered or certified mail, return receipt requested) a copy of such notice and demand to HSW, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from HSW in accordance with the provisions of ¶ 5 below; or

B. Upon receipt of a written notice from HSW, stating that HSW is entitled under this Agreement to the return of the Escrow Documents and demanding receipt of the same, the Escrow Agent will disburse the Escrow Documents to HSW, provided, however, that, the Escrow Agent shall not honor such demand until not less than ten (10) days after the date on which the Escrow Agent shall have mailed (by registered or certified mail, return receipt requested) a copy of such notice and demand to the Town, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from the Town in accordance with the provisions of ¶ 5 below.

C. Upon the termination of the Sewer Works Agreement in accordance with the expiration of its term as provided in § 10.4 thereof, the Escrow Agent will disburse the Escrow Documents to HSW.

4. Any notice to the Escrow Agent shall be sufficient only if received by the Escrow Agent within the applicable time period set forth herein. All mailings and notices from the Escrow Agent to the Town or the HSW, or from the Town or HSW to the Escrow Agent, provided for herein shall be addressed to the Party to receive such notice at the address established in § 9.1 of the Sewer Works Agreement, but those provisions of § 9.1 relating to the manner of giving notices and the effective dates thereof shall have no application to the provisions of this Agreement.

5. Upon receipt of a written demand for the Escrow Documents made by the Town or the HSW pursuant to ¶¶ 3(A) or 3(B) above, respectively, the Escrow Agent shall promptly mail a copy thereof (by registered or certified mail, return receipt requested) to the other Party. The other Party shall have the right to object to the disbursement of the Escrow Documents by delivery to the Escrow Agent of written notice of objection within ten (10) days after the date of the Escrow Agent's mailing of such copy to the other Party, but not thereafter. Upon receipt of such notice of objection, the Escrow Agent shall promptly mail a copy thereof (by registered or certified mail, return receipt requested) to the Party who made the written demand.

6. In the event that (1) the Escrow Agent shall have received a notice of objection as provided for in ¶ 5 above within the time therein prescribed, or (2) any disagreement or dispute shall arise between or among any of the Parties hereto and/or any other persons resulting in adverse claims and demands being made for the Escrow Documents, whether or not litigation has been instituted, then, in any such event, at the Escrow Agent's option, (i) the Escrow Agent may refuse to comply with any claims or demands on it and continue to hold the Escrow Documents until the Escrow Agent receives written notice signed by the Town, HSW and any other person who may have asserted a claim to or made a demand for the Escrow Documents directing the disbursement of the Escrow Documents, in which case the Escrow Agent may then disburse the Escrow Documents in accordance with said direction, and the Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with such claims or demand; or (ii) in the event the Escrow Agent shall receive a written notice advising that a litigation over entitlement to the Escrow Documents has been commenced, the Escrow Agent may deposit the Escrow Documents with the clerk of the court in which said litigation is pending, or (iii) the Escrow Agent may (but shall not be required to) take such affirmative steps as it may, at its option, elect in order to substitute another impartial Party to hold the Escrow Documents in a court of competent jurisdiction and the commencement of an action for interpleader, the costs thereof to be borne by whichever of the Town and HSW is contesting delivery of the Escrow Documents and thereupon the Escrow Agent shall be released of any and all liability thereunder. The Town and HSW jointly and severally agree to reimburse the Escrow Agent for any and all expenses incurred in the discharge of its duties hereunder, including, but not limited to, attorneys' fees (either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself).

7. It is expressly understood that the Escrow Agent acts hereunder as an accommodation to the Town and HSW and as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form of execution of such instruments or for the identity, authority or right of any person executing or depositing the same or for the terms and conditions of any instrument pursuant to which the Escrow Agent or the Parties may act.

8. The Escrow Agent shall not have any duties or responsibilities except those set forth herein and shall not incur any liability in acting upon any signature, notice,

request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be genuine, and the Escrow Agent may assume that any person purporting to give it any notice on behalf of any Party in accordance with the provisions hereof has been duly authorized to do so.

9. In the event of the death of any person who may be a Party in interest hereunder, the Escrow Agent shall deem and treat the legal representative of such person's estate as the successor in interest of said deceased person for all purposes of this Agreement.

10. The Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and by and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

11. The Town and HSW hereby jointly and severally indemnify and agree to indemnify and save the Escrow Agent harmless from any and all loss, damage, claims, liabilities, judgments, and other cost and expense of every kind and nature which may be incurred by the Escrow Agent by reason of its acceptance of, and its performance under, this Agreement (including, without limitation, attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself).

12. The Escrow Agent shall not be responsible for any act or failure to act on its part except in the case of its own willful default or gross negligence. The Escrow Agent shall be automatically released from all responsibility and liability under this agreement upon the Escrow Agent's delivery or deposit of the Escrow Documents in accordance with the provisions of this Agreement.

13. The Town and HSW agree that if either shall, pursuant to ¶¶ 3(A) or 3(B) above, deliver to the Escrow Agent a written demand for the Escrow Documents, the Party making such demand shall, promptly after delivering such demand to the Escrow Agent, deliver a copy of such demand to the other Party, together with a statement of the facts and circumstances underlying the demand; provided, however, that nothing in this ¶ 13 shall have any effect whatsoever upon the Escrow Agent's rights, duties and obligations under the preceding parts of this Agreement.

14. [intentionally omitted]

15. This Agreement, and its attachments, embodies the whole agreement of the parties relating to the obligations of the Escrow Agent. This Agreement may be amended only in writing duly executed by both parties.

16. All parties to this Agreement and their counsel have reviewed and revised this Agreement and any rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

17. The section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Agreement.

18. This Agreement will be construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws or choice of law rules to the contrary.

19. Neither party shall be entitled to assign all or any interest in this Agreement without the prior written consent of the other party which consent may be withheld for any reason or no reason.

20. Except for the Escrow Agent's right to file an interpleader action under ¶ 6 hereof, all disputes hereunder shall be resolved in accordance with § 10.9 of the Sewage Works Agreement.

21. This Agreement is for the sole benefit of the Escrow Agent, HSW, and the Town and their respective legal representatives, successors, heirs and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement.

[End of text / Signature page to follow]

HURLEYVILLE SEWER WORX LTD

[Name], [Title]

TOWN OF FALLSBURG



Steven Vegliante, Supervisor

ESCROW AGENT



Scott DuBois, Comptroller

EXHIBIT B

STOCK CERTIFICATE ASSIGNMENT AGREEMENT

CERTIFICATE OF INCORPORATION
OF
Hurleyville Sewer Worx LTD.

(Pursuant to Article 10 of the Transportation Corporation Law)

The undersigned, being a natural person of at least twenty-one years of age, for the purpose of forming a sewer works corporation, pursuant to Article 10 and Section 3 of the Transportation Corporation Law, does hereby certify as follows:

FIRST: The name of the corporation shall be Hurleyville Sewer Worx LTD.

SECOND: (a) The purpose for which the corporation is to be formed are:

To operate and maintain a sewer system by sewers, pipes, drains and pumps to the town specified herein and to the inhabitants thereof; to dig and construct sewers, pipes drains and pumps of all kinds and descriptions; to buy, sell, and generally deal in tile, tile fittings, pipes and fittings of all kinds and every other article necessary to carry out the above objects; to acquire all real estate and plant or plants necessary to carry out the above objects.

(b) As a means of accomplishing its corporate purposes, the corporation shall have the following powers:

1. To take, buy, exchange, lease or otherwise acquire real estate and any interest or right therein, and to hold, own, operate, control, construct, maintain, alter, manage and control any and all other structures which may at any time be necessary, useful or advantageous for the purposes of this corporation, except as may be limited by agreement.
2. To hold, administer, sell, exchange, assign, convey, mortgage, lease, transfer or other dispose of, any of its property, both real and personal, or any legal or equitable interest therein, as the objects and purposes of the corporation

may require, subject to such limitations as may be prescribed by law or agreement.

3. To borrow money and, from time to time, to make, accept, endorse, execute and issue bonds, debentures, promissory notes, bills of exchanges, and other obligations of the corporation for moneys borrowed or in payment for property acquired or for any of the other purposes of the corporation and to secure the payment of any such obligation by mortgage, pledge, deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the corporation wherever situated, whether now owned or hereafter to be acquired.
4. To invest and re-invest its funds in such stock, common or preferred, bonds, debentures, mortgages, or in such other securities and property as its Board of Directors shall deem advisable.
5. In furtherance of its corporate purposes, the corporation shall have all general powers enumerated in the Business Corporation Law and shall have such other powers which now or hereafter may be conferred by law upon a corporation organized for the purposes hereinabove set forth; necessary or incidental to the powers so conferred, conducive to the attainment of the purpose of the corporation.

THIRD: The town, county and state in which the office of the corporation is to be located is the Town of Fallsburg, County of Sullivan, State of New York.

FOURTH: The aggregate number of shares the corporation is authorized to issue is Two Hundred (200) shares, all of which shall be common shares without par value.

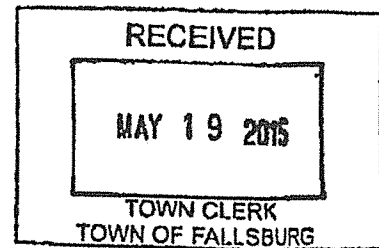
FIFTH: The Secretary of State of New York is designated as the agent of the corporation upon whom process against it may be served, and the post office address to which the Secretary of State shall mail a copy of any such process served upon him is: 401 Avenue M, Brooklyn, New York 11230

SIXTH: The town to be supplied with sewer services by this corporation is the Town of Fallsburg, County of Sullivan, State of New York. The consents of the authorities of such town, required pursuant to Section 116 of the Transportation Corporation Law are annexed hereto.

IT WITNESS WHEREOF, this Certificate has been subscribed to on _____, 2015, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Isaac Oberlander, shareholder

State Environmental Quality Review
NEGATIVE DECLARATION
Site Plan Approval
Notice of Determination of Non-Significance



Project Number: N/A

Adopted April 23, 2015

Tax ID Number: Section 12 Block 1 Lot 11.1, 11.5

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act – SEQRA) of the Environmental Conservation Law.

The Town of Fallsburg Planning Board as the lead agency has determined that the proposed action described below will not have a significant environmental impact, and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Orchards - Site Plan Approval

SEQRA Status: Type 1

Description of Action: This "Proposed Action" is for approval of a manufactured home community with 83 new single family detached dwellings and an existing dwelling unit that will be retained on 64.9 acres. Community facilities will include a swimming pool, community center as well as playgrounds. The proposed development will be a primarily seasonal community. Roads, stormwater management, sewer and water will be owned by the homeowners association.

Location: South side of Labaugh Road approximately 0.5 mile west of Levine Road in Loch Sheldrake, Town of Fallsburg.

Reasons Supporting this Determination:

1. The Planning Board has determined that this proposed action is a Type 1 Action for an uncoordinated review as per SEQR regulations.
2. The Planning Board has reviewed a Full Environmental Assessment Form (EAF), Parts I, II and III, a Site Plan Drawing set of 40 sheets entitled Orchards; plans dated rev.2/23/15 prepared by Leonard Jackson Associates. Landscape Plan was prepared by Robert G. Torgersen ASLA.
3. The proposed project will be supplied with potable water from a series of onsite wells that have been drilled and tested. These wells will meet the requirements of the Town of Fallsburg Town Engineer, the Town's Consulting Engineer, the Town's Consulting Hydrogeologist, NYSDEC, and the NY Department of Health. Additional well pump tests will be performed as required by governmental agencies to identify any effect on neighboring wells.

4. The proposed infrastructure will include a community building, swimming pool and play areas and a new looped private roadway system, a well water supply system including treatment, storage and distribution, a new sewage collection and tertiary sewage treatment system including a Transportation Corporation
5. A Soil Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP) was prepared by Leonard Jackson Associates. The stormwater management system includes catch basins, swales, pipes, sedimentation, recharge, water quality renovation and onsite detention. Physical elements of the stormwater plan have been reviewed and found acceptable in concept by the Town's Consulting Engineer, Keystone Associates.
6. The proposed 84 units (83 new and 1 existing) conform to the requirements of the site upon which it is to be constructed as required, density, setbacks, floor areas and architecture as specified in the REC-2 zoning district.
7. The project proposes limited disturbance of two Army Corp of Engineers (ACOE) jurisdictional wetlands for construction of a sanitary sewer line and a sewer outfall, both of which are covered under ACOE Nationwide Permit #12 for utility installation. The location of the proposed line results in minimal wetlands disturbance such that individual permits are not necessary.
8. Notice of a Site Plan Public Hearing was sent to all surrounding landowners and the Planning Board held a public hearing, at which comments could be made regarding environmental, zoning and general planning concerns.
9. The Planning Board has carefully reviewed potential environmental impacts, and has determined that the project is not likely to create any significant adverse impacts.
10. Identification of submitted technical data supporting this determination is found in the list of references in the EAF Part 3, and is incorporated herein by reference.

For Further Information:

Contact Person: Arthur Rosenshein – Chairman Town of Fallsburg Planning Board
Address: Fallsburg Town Hall, 5250 Main Street, South Fallsburg, NY 12779
Telephone number: (845) 434-8811

A Copy of This Notice Is sent to:

Chief Executive Officer, Town Supervisor, Town of Fallsburg
Other involved Agencies: Sullivan County Department of Planning & Environmental Management, Delaware River Basin Commission, NYSDOH, NYSDEC.

Applicant: Orchards

Dated: 1 day of May, 2015

Arthur M. Rosenshein
Art Rosenshein
Chairman of the Planning Board

Motion for acceptance of Resolution made by IRV NEWMARK and
seconded by MARIA ZENO

Vote as follows: 8 For
0 Against
1 Absent

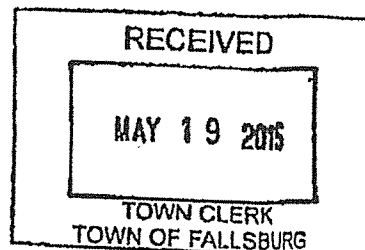
The Planning Board Clerk of the Town of Fallsburg, Sullivan County, New York, does hereby certify that I have compared this copy with the original Adoption of Negative Declaration record on file in this office and find that it is true transcript and copy of whole of said original thereof.

Filed and Dated this 18th day of May, 2015
Denise Monforte
Denise Monforte - Planning Board Clerk

The Town Clerk of the Town of Fallsburg, Sullivan County, New York, does hereby certify that I have compared this copy with the original Adoption of Negative Declaration record on file in this office and find that it is true transcript and copy of whole of said original thereof.

Filed and Dated this 19th day of May, 2015
Donna Akerley
Donna Akerley - Town Clerk

State Environmental Quality Review
NEGATIVE DECLARATION
Site Plan Approval
Notice of Determination of Non-Significance



Project Number: N/A

Adopted April 23, 2015

Tax ID Number: Section 12 Block 1 Lot 11.1, 11.5

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Contact Person: Arthur Rosenshein – Chairman Town of Fallsburg Planning Board
Address: Fallsburg Town Hall, 5250 Main Street, South Fallsburg, NY 12779
Telephone number: (845) 434-8811

A Copy of This Notice Is sent to:

Chief Executive Officer, Town Supervisor, Town of Fallsburg
Other involved Agencies: Sullivan County Department of Planning & Environmental Management, Delaware River Basin Commission, NYSDOH, NYSDEC.

Applicant: Orchards

Dated: 1 day of May, 2015

Arthur M. Rosenshein
Art Rosenshein
Chairman of the Planning Board

Motion for acceptance of Resolution made by IRV NEWMARK and
seconded by MARIA ZENO.

Vote as follows: 8 For
0 Against
1 Absent

The Planning Board Clerk of the Town of Fallsburg, Sullivan County, New York, does hereby certify that I have compared this copy with the original Adoption of Negative Declaration record on file in this office and find that it is true transcript and copy of whole of said original thereof.

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Denise Monforte
Denise Monforte - Planning Board Clerk

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Donna Akerley - Town Clerk