

APPENDIX 2S.  
LETTERS RE: VILLAGE OF  
CORNWALL-ON-HUDSON  
WATER SERVICE



At a Meeting of the Town Board of the Town of Cornwall in the County of Orange, State of New York, held at Town Hall, 183 Main Street, Town of Cornwall, NY, On the 12<sup>th</sup> day of December, 2005

-----X  
In the Matter of the Extension  
of Cornwall Water District  
in the Town of Cornwall, County  
of Orange, State of New York,  
Pursuant to Article 12 of the Town Law  
-----X

ORDER OF  
TOWN BOARD  
EXTENDING  
WATER DISTRICT

WHEREAS, a written Petition dated the 25th day of April, 2005 in due form and containing the required signatures has been filed with the Town Clerk on the 28th day of April, 2005 which Petition has been presented to and filed with the Town Board of the Town of Cornwall, County of Orange, State of New York, for the extension of Cornwall Water District in the Town of Cornwall bounded and described in annexed Schedule "A", and

WHEREAS, a detailed explanation of how the hook-up fees, if any, and the cost to the typical one-family home in the proposed district was computed was filed in the Town Clerk's Office on the 14th day of November, 2005, and

WHEREAS, at a meeting of the Town Board held on the 14th day of November, 2005, an order was adopted by the Town Board reciting the description of the boundaries of the district, the fact that there were no improvements proposed, the fact that there was no maximum amount proposed to be expended, the fact that the map, plan and report together with the detailed explanation of how any hook-up fees and the cost to the typical

~~one-family home were computed were on filed in the Town Clerk's~~  
Office and specifying the 12th day of December, 2005 at 7:00 p.m.  
in the Town Hall, 183 Main Street, Cornwall, New York, as the  
time when and the place where the Town Board would meet in a  
public hearing to hear all persons interested in the creation of  
the district and for any other action on the part of the Town  
Board concerning the proposed district as may be required by law,  
and

WHEREAS, the order was published and posted in the  
manner and in the time prescribed by Town Law Section 193 and  
proof of the publication and posting having been presented to the  
Town Board, and

WHEREAS, the public hearing was held at the time and  
place set forth in the order and all persons desiring to be heard  
were heard, and

WHEREAS, following the public hearing the Town Board  
concluded SEQR by adoption of a Negative Declaration, and

WHEREAS, the Town Board adopted a resolution making the  
determination required by Section 194 of the Town Law, and

WHEREAS, the permission of the State Comptroller for  
the extension of the district is not required,

IT IS HEREBY ORDERED as follows:

1. The Cornwall Water District in the Town of  
Cornwall, Orange County, New York, is hereby extended  
substantially in accordance with the map, plan and report, and  
the extension shall be bounded and described as set forth in  
annexed Schedule "A".

FEBRUARY 15, 2005

DESCRIPTION  
LANDS OF CORNWALL COMMONS  
TO BE ANNEXED TO THE TOWN OF CORNWALL  
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK

All that certain plot, piece, or parcel of land situate in the Town of New Windsor, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

Beginning at a point lying on the northwesterly line of NYS Route 9W, said point being the northeasterly corner of lands herein described and the southeasterly corner of lands now or formerly Mid-Hudson II Holdings Company, Inc. (formerly New York/Ontario and Western Railroad); thence running along the northwesterly line of said NYS Route 9W, being the southeasterly line of lands herein described (1) South 43°-25'-50" West, as per Filed Map No. 10191, a distance of 190.90 feet to a point being the southeasterly corner of lands herein described and lying on the southerly line of the Town of New Windsor, being the northerly line of the Town of Cornwall; thence running through lands now or formerly Cornwall Commons, LLC being a southerly line of lands herein described, said line also being a portion of the southerly line of Town of New Windsor, being the northerly line of said Town of Cornwall (2) North 85°-07'-50" West, a distance of 4,545.69 feet to a point being the southwest corner of lands herein described and lying on the southeasterly line of lands now or formerly Moodna Creek Development, Ltd.; thence running along a portion of the southeasterly line of lands of said Moodna Creek Development, Ltd. and continuing along the southerly line of lands now or formerly Mid-Hudson II Holdings Company, Inc., being the northwesterly and northerly lines of lands herein described on the following twenty-two courses and distances: (3) on a curve to the right having a radius of 1,382.29 feet, an arc length of 746.77 feet, as defined by the chord North 55°-33'-14" East, 737.72 feet to a point of tangency; (4) North 71°-01'-50" East, a distance of 381.52 feet; (5) North 65°-19'-10" East, a distance of 392.82 feet; (6) North 69°-06'-30" East, a distance of 353.62 feet; (7) North 82°-47'-10" East, a distance of 186.02 feet; (8) South 59°-13'-00" East, a distance of 85.46 feet; (9) North 88°-14'-50" East, a distance of 186.38 feet; (10) South 69°-23'-20" East, a distance of 217.45 feet; (11) North 25°-59'-50" East, a distance of 20.00 feet; (12) South 64°-00'-10" East, a distance of 140.26 feet; (13) South 58°-38'-30" East, a distance of 141.69 feet; (14) South 34°-14'-50" East, a distance of 113.58 feet; (15) South 40°-19'-40" East, a distance of 391.08 feet; (16) South 43°-07'-00" East, a distance of 248.42 feet; (17) South 83°-22'-50" East, a distance of 55.00 feet; (18) South 71°-08'-10" East, a distance of 97.03 feet; (19) South 49°-32'-50" East, a distance of 92.23 feet; (20) South 71°-46'-10" East, a distance of 254.47 feet; (21) South 86°-18'-30" East, a distance of 270.13 feet; (22) South 83°-47'-20" East, a distance of 366.52 feet; (23) South 78°-25'-30" East, a distance of 275.38 feet; and (24) South 88°-18'-10" East, a distance of 262.40 feet to the point or place of beginning.

Containing: 53.862± acres.

Premises herein described being Tax Map Lot No. 45.1, in Block 1, within Section 37, as shown on the Tax Maps of the Town of New Windsor, Orange County, New York, dated 2004.

Premises herein described being a portion of the same premises as described in Liber 4171 of Deeds at Page 285, as filed in the Orange County Clerk's Office.

Premises herein described being subject to a portion of a perpetual easement granted to Central Gas & Electric Corporation by the New York/Ontario and Western Railway Company for a gas transmission line as described in Liber 1860 of Deeds at Page 886 as filed in the Orange County Clerk's Office.

Premises herein described being subject to any other easements, rights-of-way, covenants or restrictions of record.

*The Village of Cornwall-on-Hudson*

*325 Hudson Street*

*Cornwall-on-Hudson, New York 12520*

*Tel. 914-534-1200*

*Fax 914-534-3966*

February 13, 2006

Mr. Joseph A. Amato  
Managing Member  
Cornwall Commons, LLC  
Woodbury Professional Building  
615 Route 32, PO Box 503  
Highland Mills, NY 10930

Re: Cornwall Commons Project Water Service

Dear Mr. Amato:

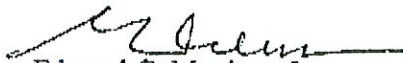
Thank you for the chart showing the estimated daily demand of about 157,000 gallons of water per day for the Cornwall Commons project. As we previously entered into an agreement with the Town of New Windsor for water service to that portion of your project, then located in New Windsor and now annexed in to the Town of Cornwall, we can affirm our intent to provide water to the entire project as currently envisioned.

Under the terms of our February 2000 agreement, we look forward to commencing a more detailed review of your project. I would suggest the design of the water system be first submitted to the Village, as the Town has no approval authority in this area.

The recently expanded joint water district did not include land located formerly in New Windsor. If not already completed, a petition should be filed with Cornwall to expand our district to include the new Cornwall lands. We of course would have no objection to this.

Thank you for your patience in this matter.

Very truly yours,



Edward C. Moulton, Jr.  
Mayor

Cc: Village Trustees  
Village Attorney

CORNWALL COMMONS, LLC

Woodbury Professional Building

615 Route 32

PO Box 503

Highland Mills, New York 10930

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January 25, 2006

Hon. Mayor and Board of Trustees  
Village of Cornwall-on-Hudson  
Village Hall  
325 Hudson Street  
Cornwall-on-Hudson, NY 12520

Cornwall Commons Project

Dear Mayor and Trustees:

As you know, a letter was previously submitted dated December 20, 2005, requesting written confirmation from you that water service will be available for the above referenced project.

Enclosed please find a revised chart showing our anticipated daily demand of 157,250 gpd. We have submitted the plans for approval to the Town and hope to utilize water service commencing in the spring of 2007.

Our engineers will be coordinating with the Village with respect to the details with reference to the necessary improvements. We are aware there is an application for a permit to make the actual connection. That will be submitted prior to the work.

We would appreciate receiving a written confirmation from you that water service will be available and the procedures I have summarized are appropriate so that we can submit the same to the Town of Cornwall as part of the approval process.

Naturally if there are any questions, do not hesitate to contact me. Thank you for your anticipated courtesies and cooperation.

Very truly yours,

CORNWALL COMMONS, LLC

By: S/  
Joseph A. Amato, Managing Member

# CORNWALL COMMONS PLANNED ADULT COMMUNITY

ANTICIPATED WATER USAGE  
(Gallons Per Day)

RESIDENTIAL	TOTAL: 490 Units	
-Detached Single Dwelling Units	270=	64,800 GPD
-Attached single Dwelling Units	120=	28,800 GPD
-Multi-Dwelling Units	100=	24,000 GPD
-Community Recreation 15,000-18,000 Sq.Ft. Club Building		2,500 GPD
RETAIL and RESTAURANT = 62,500 Sq.Ft.		
-Retail including 1 Pad Site (48,400 Sq.Ft.)	=	4,850 GPD
-Four Pad Sites (14,000 Sq.Ft. Restaurants)	=	4,700 GPD
PROFESSIONAL OFFICE		
-50,000 Sq.Ft.	=	5,000 GPD
HOTEL		
-104 Rooms	=	10,400 GPD
-Banquet/Conference Center (150 Seats)	=	2,400 GPD
CONGREGATE CARE		
-70 Beds W/ Community Dining	=	9,800 GPD
		<hr/>
		157,250 GPD TOTAL

January 2006

LANC & TULLY, P.C.  
P.O. BOX 687  
GOSHEN, NY 10924



INTER-MUNICIPAL

WATER SERVICE AGREEMENT

THIS AGREEMENT made this 6<sup>th</sup> day of February, 2002, by and between the TOWN OF NEW WINDSOR, on behalf of the Town of New Windsor Consolidated Water District, a municipal corporation having an office at 555 Union Avenue, New Windsor, New York 12553, and the VILLAGE OF CORNWALL-ON-HUDSON, a municipal corporation having an office at 325 Hudson Street, Cornwall-on-Hudson, New York 12520.

WITNESSETH:

**WHEREAS**, a portion of the property owned by Cornwall Commons, LLC is located in the Town of New Windsor and is identified as tax map Section 37, Block 1, Lot 45.1, which parcel adjoins the boundary line between the Towns of Cornwall and New Windsor, hereafter referred to as the "Town of New Windsor parcel"; and

**WHEREAS**, the Town of New Windsor parcel is located in the Town of New Windsor Consolidated Water District ("CONSOLIDATED WATER DISTRICT"), but water service is not presently provided to the Town of New Windsor parcel by the CONSOLIDATED WATER DISTRICT; and

**WHEREAS**, Cornwall Commons, LLC, hereafter referred to as the "DEVELOPER," intends to develop the Town of New Windsor parcel for not to exceed sixty (60) single family, detached residential dwellings, that will require a public water supply of potable water; and

**WHEREAS**, municipal water service that might need to be provided by the CONSOLIDATED WATER DISTRICT would require the construction of substantial water main extensions that because of the geographic location of the Town of New Windsor parcel will result in dead end lines that in turn can create water supply, pressure, turbidity and chlorine residual problems that can be avoided if the water service is looped to connect to the Village of Cornwall-on-Hudson's ("VILLAGE") water mains; and

**WHEREAS,** the VILLAGE currently has sufficient water supply to provide service to this Town of New Windsor parcel; and

**WHEREAS,** the VILLAGE is authorized by New York State Village Law Section 11-1120 and General Municipal Law Article 5-c to sell to a corporation, individual or water district outside the Village the right to make connections with the mains or reservoirs of the VILLAGE for the purpose of drawing water therefrom and to fix the prices and conditions therefor; and

**WHEREAS,** the CONSOLIDATED WATER DISTRICT is authorized by General Municipal Law Article 5-c and New York State Town Law §198(3) to purchase a supply of water for use and consumption with the CONSOLIDATED WATER DISTRICT; and

**WHEREAS,** the VILLAGE can provide water service to the Town of New Windsor parcel via a looped water line that will connect to the VILLAGE's water system as extended into the portion of the Cornwall Commons, LLC's adjacent property, located in the Town of Cornwall; and

**WHEREAS,** establishing inter-municipal cooperation to provide adequate and efficient water service is a policy encouraged and followed by both the Town of New Windsor and the VILLAGE and the service of the New Windsor parcel is an opportunity to further implement said policies; and

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The VILLAGE agrees to supply municipal water to the CONSOLIDATED WATER DISTRICT in order to serve the Cornwall Commons, LLC, New Windsor subdivision. The quantity of water to be supplied for residential consumption of 400 G.P.D. per unit for a total usage not to exceed 24,000 G.P.D.
2. Fire-line standby service will be provided by the system improvements designed and constructed by the DEVELOPER as required by the Town of New Windsor and other regulatory authorities, including the applicable Fire District. Hydrant rental fees shall be calculated and billed pro rata to the consumers of Village water in the CONSOLIDATED WATER DISTRICT as an additional usage charge collectable in accordance with the VILLAGE's Water

Rules and Regulations as amended from time to time.

3. The provisions of this agreement and performance of its terms is subject to and conditioned upon receipt of all necessary approvals from regulatory agencies with approval jurisdiction and is entered into by the municipalities under the authority of General Municipal Law.

4. All plans, specifications, applications and submissions hereafter referred to as the "paperwork" shall be the responsibility of the DEVELOPER which shall prepare all at its cost and expense. The paperwork shall be submitted for review to and shall be subject to approval by the VILLAGE and the CONSOLIDATED WATER DISTRICT.

5. All expenses incurred by the VILLAGE and Town of New Windsor and the CONSOLIDATED WATER DISTRICT for the review of the paperwork shall be the responsibility of the DEVELOPER and paid within thirty (30) days of submission of statements..

6. The DEVELOPER will install or cause to be installed at its expense, the necessary water main line and interconnection from the VILLAGE water system to the water system improvements at the designated location(s) at the Town of New Windsor parcel. Such lines and improvements shall be constructed by the DEVELOPER which together with such appurtenances and facilities (including but not limited to valves, meter pits, and pressure stations, etc.) as required by the VILLAGE, shall be owned by the VILLAGE for the purpose of supplying water and increasing fire fighting capacity in that area in accordance with a separate agreement with the VILLAGE.

7. The VILLAGE may enter into the Town of New Windsor roadways, easements, and rights of ways for purposes repairing, maintaining, improving and or replacing the water system improvements which are hereinafter dedicated to the VILLAGE. Wherever practical, the VILLAGE shall provide advance notice to the Town prior to opening any streets or public right-of-ways and where notice is not practical, then notice shall be provided as soon as practical thereafter.

8. This instrument shall be recorded at the expense of the Developer prior to the initiation of water service by the VILLAGE to the CONSOLIDATED WATER DISTRICT to serve the Town of New Windsor parcel. The DEVELOPER shall provide all necessary easements without cost to the VILLAGE and shall irrevocably offer the facilities, mains and appurtenances to the VILLAGE for no consideration.

9. The VILLAGE hereby reserves all rights under Article 11 of the New York State Village Law including, but not limited to, the right to fix the prices and conditions of any water service and hydrant rentals and to terminate such services if at any time in the future the VILLAGE is not able to provide sufficient service to its inhabitants. Any action to terminate water services to the CONSOLIDATED WATER DISTRICT shall be on not less than six (6) months notice to the CONSOLIDATED WATER DISTRICT and in such event, VILLAGE will simultaneously convey all improvements and easements in the TOWN to the CONSOLIDATED WATER DISTRICT for no consideration.

10. Nothing herein shall be construed in such a way as to conflict with, or to create a waiver of any rights or obligations imposed by, the Water Rules and Regulations of the VILLAGE as the same may be amended from time to time.

11. Upon completion of the system improvements, the VILLAGE agrees to provide water service to the CONSOLIDATED WATER DISTRICT in accordance with its Water Rules and Regulations as amended from time to time.

12. The VILLAGE shall, on an annual basis, and not later than November 1<sup>st</sup>, in each calendar year, submit to the CONSOLIDATED WATER DISTRICT a list of properties which have failed to fully pay the charges imposed by the VILLAGE for water services. Such list shall state the mailing address of the property, the tax map number, the name of the last known owner, and the amounts due.

13. The CONSOLIDATED WATER DISTRICT agrees to reimburse the VILLAGE for charges not paid by properties located in the CONSOLIDATED WATER DISTRICT as follows:

A. By relieving the amount due on the real property of each delinquent property owner and, upon collection, forwarding such amount to the VILLAGE within thirty (30) days of receipt.

B.

If the amount due is not collected in this manner, by collection of the amount due from Orange County at the same time and in the same manner as other unpaid Town taxes and forwarding such amount to the VILLAGE within thirty (30) days of receipt.

14. This Agreement and all rights and obligations hereunder shall be subject to compliance with all applicable laws, rules and regulations.

15. The DEVELOPER shall memorialize in an agreement in recordable form and shall also provide in each individual deed to the property owners in the Town of New Windsor parcel the obligations of each property owner in connection with their development and ownership of the property. The burden shall run with the land and reference this agreement including recording information.

16. The Town of New Windsor shall have the right to charge a service fee to each property owner on behalf of the CONSOLIDATED WATER DISTRICT, even though the VILLAGE is providing the water.

17. In no event shall any other inter-connect be permitted between the CONSOLIDATED WATER DISTRICT and the VILLAGE water system without the written agreement of the municipalities.

18. This agreement shall have a forty (40) year term and may be renewed upon expiration by approval of both municipalities.

IN WITNESS WHEREOF, the parties execute this Agreement after authority to so execute was approved by the respective governing boards.

Dated: January \_\_\_\_ 2002

Approved by Town Board  
Resolution Dated: July 6, 2002

TOWN OF NEW WINDSOR

By:   
George J. Meyers, Supervisor

Approved by Village Board  
Resolution Dated: 2/11/02

VILLAGE OF CORNWALL-ON-HUDSON

By:   
Edward C. Moulton, Jr., Mayor

The terms, conditions and provisions of this agreement are approved and consented to by the DEVELOPER.

CORNWALL COMMONS, LLC

By:  

Joseph A. Amato, Managing Member  
Woodbury Professional Center  
600 Route 32, P.O. Box 503  
Highland Mills, New York 10930

WATER SERVICE AGREEMENT

COPY

THIS AGREEMENT, made the 10<sup>th</sup> day of February, 2000 by and between CORNWALL COMMONS, LLC, a New York limited liability company with offices located at P.O. Box 503, 600 Route 32, Highland Mills, New York 10930, hereinafter referred to as the "DEVELOPER" and the VILLAGE OF CORNWALL-ON-HUDSON, a Municipal Corporation, duly organized and existing under the laws of the State of New York, having its principal place of business at 325 Hudson Street, New York 12520, hereinafter referred to as the "VILLAGE", said agreement being as follows:

WHEREAS, DEVELOPER has heretofore made application for subdivision approval to the Planning Board of the Town of Cornwall, for a Development consisting of mixed uses located in the Town of Cornwall at Route 9W; and

WHEREAS, the DEVELOPER proposes to extend water lines of the Village of Cornwall-on-Hudson to service said development; and

WHEREAS, the Village of Cornwall-on-Hudson presently provides water service to the properties adjoining the site; and

WHEREAS, the VILLAGE currently has sufficient water supply to provide service to this proposed development; and

WHEREAS, the VILLAGE is authorized by New York State Village Law Section 11-1120 to sell to a corporation, individual or water district outside the Village the right to make connections with the mains or reservoirs of the Village for the purpose of drawing water therefrom and to fix the prices and conditions therefor; and

WHEREAS, the VILLAGE has adopted specific rules, regulations and procedures for review of all design and engineering plans, fees for connection to the system and usage charges; and

WHEREAS, approval by the Board of Trustees of the VILLAGE is required for any such extension of water service;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING IT IS MUTUALLY AGREED AS FOLLOWS,

1. DEVELOPER hereby agrees to submit the design and engineering plans for such water supply system to the Village of Cornwall-on-Hudson, for review and approval. All costs and expenses incurred by said Village for the review of the aforesaid water system, including without limitation, all professional, legal and engineering fees shall be paid by the DEVELOPER.

2. The DEVELOPER agrees to install at its cost and expense all water system improvements, mains, appurtenances and mitigation measures required or necessary to effectuate this Agreement.

3. Upon the submission of the final plans and specifications to the VILLAGE and before approval by the VILLAGE, the DEVELOPER shall post a bond with the VILLAGE to cover the costs of installation and shall deposit funds to cover review fees as mentioned above, and upon acceptance of dedication by the VILLAGE ten (10%) percent of such bond shall be retained by the VILLAGE for the first year of operation of the system to insure that the system functions properly.

4. The DEVELOPER shall be responsible for all costs associated with this Agreement including those associated with obtaining all state, county and local permits and approvals necessary to insure installation of such water system. All applications shall be prepared and pursued by the DEVELOPER and the VILLAGE agrees to participate at the DEVELOPER's cost and expense in any necessary applications.

5. If necessary the DEVELOPER will petition the Town of Cornwall Town Board either to expand its existing water district to include this property development or to form a new district



as the Town may determine, and the extension of the district (or creation of a separate district) is a condition precedent to the service of the property by the Village Water System. If any part of the property is not within an existing water district, then as to that portion of the property this contract is conditional and subject to a coordinated review as part of the SEQRA compliance.

6. The DEVELOPER shall pay to the VILLAGE all connection fees as required by the Village of Cornwall-on-Hudson.

7. The VILLAGE hereby reserves all rights under Article 11 of the New York State Village Law including, but not limited to, the right to fix the prices and conditions of any water service and to terminate such service if at any time in the future the VILLAGE is not able to provide sufficient service to its inhabitants.

8. The DEVELOPER will convey, free and clear of all liens and encumbrances, good marketable title to all water lines, meters and any other appurtenances and improvements pertaining to the water system to the VILLAGE together with such easements as required by the VILLAGE in order to allow the VILLAGE to maintain and service the same.

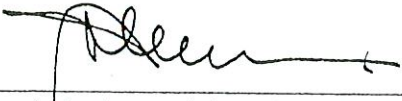
9. Upon completion of the system improvements, the VILLAGE agrees to provide water service to the property in accordance with its Water Rules and Regulations as amended from time to time.

10. The DEVELOPER shall deposit with the VILLAGE the sum required by the VILLAGE after a good faith estimate to be held in the Village Trust and Agency account and disbursed to pay any expenses incurred by the VILLAGE after this Agreement is executed and prior to the requirements in paragraph 2 above. The expenses incurred by the VILLAGE prior to the execution of this Agreement shall be paid to the VILLAGE by the DEVELOPER upon execution by the VILLAGE of this Agreement.

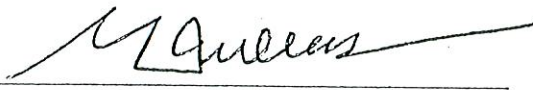
11. This Agreement and all rights and obligations hereunder shall be subject to compliance with all applicable laws, rules and regulations.

Dated: \_\_\_\_\_, 2000.

CORNWALL COMMONS, LLC

By:   
\_\_\_\_\_  
Joseph A. Amato, Managing Member

VILLAGE OF CORNWALL-ON-HUDSON

By:   
\_\_\_\_\_  
Edward C. Moulton, Jr., Mayor