

Se

KALTER, KAPLAN, ZEIGER & FORMAN

ATTORNEYS AT LAW

6166 STATE ROUTE 42, P.O. BOX 30

WOODBOURNE, NEW YORK 12788

IVAN KALTER
JEFFREY KAPLAN
JAY L. ZEIGER
TERRY S. FORMAN

TEL (845) 434-4777

FAX (845) 436-8156

Email: kkz@hvc.rr.com

ELLENVILLE OFFICE

47 NORTH MAIN STREET, P.O. BOX 186

ELLENVILLE, NEW YORK 12428

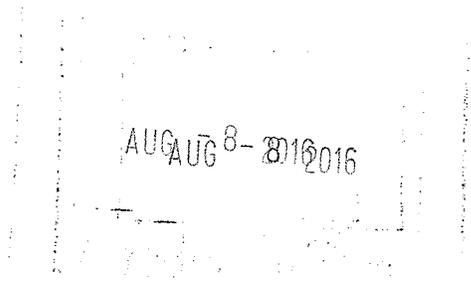
TEL (845) 647-4110

FAX (845) 647-6232

Email: jkaplan.kkzf@gmail.com

August 8, 2016

Ms. Donna Akerley, Town Clerk
Town of Fallsburg Town Clerk's Office
PO Box 2019
19 Railroad Plaza
South Fallsburg, New York 12779



RE: Luzor Junior Corp.

Dear Donna:

Enclosed is the original and six copies of a Petition for Relief from the Town of Fallsburg Moratorium law.

Please let me know when the public hearing will be scheduled.

Very Truly Yours,

A handwritten signature in black ink, appearing to be "JAY L. ZEIGER", written over a long horizontal line.

JAY L. ZEIGER

JLZ/dm

Enc.

cc: Mr. Ralph Rieder (via email with enclosures)
Mr. Rivie Schwebel (via email with enclosures)
Paula Kay, Esq. (via email with enclosures)
Ms. Mollie Messinger (via email with enclosures)

Served over the Court
By Lawrence of
Kalter, Kaplan, Zeiger +
Forman at
3:06 PM

State of New York - County of Sullivan
Town of Fallsburg - Town Board

AUG - 8 2016

In the matter of the Application of
LUXOR JUNIOR CORP.

AUG - 8 2016

**Verified Petition for Relief from
Moratorium**

for a Hardship Variance from the Town's/
Residential Moratorium Local Law

The Petitioner, **LUXOR JUNIOR CORP.**, by its attorneys, KALTER, KAPLAN, ZEIGER & FORMAN, hereby submits this Petition for a hardship variance from the application of the Town's Residential Moratorium Local Law (the "Moratorium Law"), and in furtherance thereof, respectfully alleges as follows:

1. The Petitioner is the owner of a parcel of real property located off of Maplewood Drive, Loch Sheldrake, New York, known as Town of Fallsburg SBL 12.-1-41.5 (the "Property") containing 47.32± acres.
2. The Property was acquired by the Petitioner in 1997, for the sum of \$150,000.00, plus closing costs and expenses and due diligence fees of in excess of \$10,000.00, representing total acquisition costs of \$160,000.00.
3. The Project that is hereinafter described (the "Project") and that is pending before the Town of Fallsburg Planning Board involves the construction of a cluster development consisting of 114 houses.

THE PROJECT

4. The Project pending before the Town of Fallsburg Planning Board is a cluster development pursuant to the Town of Fallsburg Cluster Development Law. The Project consists of new construction of 114 single family dwellings. The Project includes community facilities, including swimming pools and a community building.
5. The Property is adjacent to another similar development, Luxor Estates. Luxor Estates was developed approximately 20 years ago and is fully occupied. Moreover, the Town Planning Board recently approved an expansion of Luxor Estates by an additional 45 homes, of which 19 have been constructed and occupancy began this Summer (2016). It is expected that the balance of this development will begin construction in the Fall of 2016, and be completed prior to the Summer of 2017. The 19 completed homes are currently occupied by family members of the long time homeowners of Luxor Estates, and it is expected that will also be the case with respect to the remainder of the 45 homes.

6. The principals of the Petitioner are the same as the principals of the Luxor Estates developer. As such, it is expected that the homeowners of the development of this Project will also be family members and friends of the long time homeowners of Luxor Estates.

7. The Petitioner and the Town have entered into two agreements, one dated February 2, 2010, and the second dated August 30, 2016. Among other matters, and in exchange for several off-site improvements, the Town Board agreed to extend both the water and sewer districts to include the entire Property. Copies of these agreements are annexed hereto as Exhibit "A".

PROJECT HISTORY

8. The Project has been pending before the Town of Fallsburg Planning Board since 2007. A detailed history concerning the progress of this Project through the Planning Board process is outlined in the report of Michael Reilly, the project Engineer, which is annexed hereto as Exhibit "B", and the Tracking Document, a copy of which is annexed hereto as Exhibit "C". Copies of all of the submittal documents outlined in the report of Michael Reilly should be in the files maintained by the Town Planning Board, and, upon request, any or all of such documents will be provided by the Petitioner.

9. As set forth in the report of Michael Reilly, Project Engineer, the Project has involved several Planning Board meetings, including public hearings, and involved numerous meetings with staff involved with the Project, including the Town Engineer, the Town Planner, the Town Code Enforcement Officer, and the Town Planning Board attorney. A detailed site plan has been prepared by Michael Reilly and reviewed extensively by the Town Planner, the Town Engineer, the Town Code Enforcement Officer, and the Town Planning Board. The comments of the foregoing have been incorporated into the most recent draft of the site plan, and as of the date of this Petition, a site plan has been prepared which in the opinion of Michael Reilly, the Petitioner's engineer, has satisfied all of the requirements of the Town consultants, including the Town Engineer, Town Planner, and Town Code Enforcement Officer and has incorporated all of the requests of the Town Planning Board. In addition, numerous reports related to aspects of this Project have been submitted to Town consultants and the Town Planning Board for review, and in many instances the review has been completed.

10. The Project has also undergone extensive SEQRA evaluation. A long environmental assessment form was submitted and reviewed. A part two environmental assessment form was completed and submitted to the Planning Board. A part three to the environmental assessment form which determines the manner in which environmental concerns would be mitigated has not been prepared and may not be needed as no material environmental concerns have, to date, been identified, that requires mitigation.

11. Admittedly, over the past year, only limited progress has been made towards completing the Planning Board review of this Project. The primary reason is that the principals of the Petitioner elected to pursue the 45 home expansion of Luxor Estates first, with the completion of this Project to follow. As previously stated, approval of the expansion of Luxor Estates has been obtained, 19 homes have been constructed and occupied, and construction of the remaining 26 homes is expected to be completed prior to the Summer of 2017.

FINANCIAL HARDSHIP

12. As discussed in Paragraph "2" above, the Petitioner acquired the Property for total acquisition costs of \$160,000.00. In addition to the foregoing, the Petitioner incurred additional expenses in connection with approval of the Project of approximately \$540,000.00. These additional expenses include engineers, attorneys, consultants, and fees to the Town, including payments to the Town Planning Consultant and the Town Engineer, and are detailed on the schedule annexed hereto as Exhibit "D".

13. In order to complete the development through the approval process, additional costs and expenses will be incurred.

14. In addition to the cost and expenses already incurred by the Petitioner, as described above, the Petitioner has also incurred finance charges with respect to funds paid to purchase the property, loss of investment income with respect to the funds paid for the purchase of the property and for the cost and expenses of seeking approval, and lost investment opportunities. In addition, real estate taxes have been incurred since the acquisition of the Property, and will continue pending approval of the Project and development and sale.

RELIEF REQUESTED

15. For the reasons heretofore set forth, the Petitioner is requesting relief from the Moratorium Law and requesting authority to complete the development of the Project.

16. As set forth in this Petition, the approval of this Project is at or near the final stages. All of the reports and site plan requirements of the Town of Fallsburg have been prepared and they are in various stages of review.

17. Further, although this Project is different than and independent of Luxor Estates, as previously stated, the purpose of this Project is to accommodate the children and family members of the long time homeowners of Luxor Estates (most of whom spent their Summers growing up at Luxor Estates). Thus, in essence, this Project is simply an expansion of Luxor Estates, As such, the unique feature of this Property is its proximity to (adjacent) Luxor Estates. In fact, many discussions with respect to this Project involved the possible sharing of recreational facilities and the synagogue with Luxor Estates, and access easements among the two developments. Indeed, the proximity of this Project to Luxor Estates is a critical element to the success of this Project.

18. The Petitioner has also demonstrated a substantial financial hardship mandating that this Project be allowed to proceed notwithstanding the Moratorium Law. To date approximately \$700,000.00 has been paid for property acquisition costs and development costs, including engineers and town consultants.

19. For all of the reasons set forth herein, it is respectfully submitted that the Petitioner has demonstrated that development of this Project is unique as it relates to the existing Luxor Estates development, and that a significant hardship would be incurred, financial and otherwise, in the event that the Petitioner would not be allowed to proceed towards completion of this Project, and that, in such event, Petitioner would suffer irreparable injury of no less than \$700,000.00 and depending upon the post Moratorium Law Zoning Law, the possible loss of the unique opportunity to expand housing for the family members of Luxor Estates.

END OF PAGE

EXHIBIT "A"

AMENDMENT AGREEMENT

This Amendment Agreement is entered into as of the 30th day of August, 2013, among LUXOR JUNIOR CORP., a New York corporation having its principal place of business c/o Alexander Scharf, 545 West End Avenue, New York, New York 10024 (the "Developer") and Town of Fallsburg, a New York Municipal Corporation having its principal place of business at 19 Railroad Avenue, PO Box 2019, South Fallsburg, New York 12779 (the "Town").

WITNESSETH:

WHEREAS, the Developer and the Town entered into a Sewer Extension and Road Repair Agreement dated February 2, 2010 (the "Agreement"); and

WHEREAS, the Developer has made modifications to the proposed site plan subsequent to the Agreement of February 2, 2010 which modifications, among other things, reduces the size of the Development to approximately 104 houses; and

WHEREAS, in further consideration of the obligations of the Developer, as set forth in the Agreement, the Developer has requested that the Town agree to extend the Town Water District to include all of the improvements to be constructed within the Development; and

WHEREAS, the Town and the Developer wish to reaffirm the Agreement and to modify the Agreement to include the extension of the Town Water District in the manner which is hereinafter provided;

NOW, WHEREFORE, the Developer and the Town hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined shall have the meaning which is set forth in the Agreement.
2. The Town and the Developer hereby reaffirm the Agreement, and the terms and conditions thereof. Specifically, the Town confirms its Agreement to extend the Town Sewer

District to include the entire Property, and the Developer confirms its Agreement to perform the off site work described in Paragraph "5" of the Agreement.

3. The Town hereby agrees to extend the Town Water District to include the entire Property, subject to the Agreement of the Developer to limit the size of the Development as provided for in the Agreement, and subject to the limitations that there shall be no more than seventy (70) houses connected to the Town Water System during the first twenty-four months after construction of the Project commences, with the balance of the houses to be connected thereafter.

4. The Developer agrees to take whatever steps may be necessary in order to complete the documentation and legal requirements required in order to confirm the extension of the Town Water District to include the entire Property and in order to reflect the extension of the Town Water District on the Town tax maps and the records at Sullivan County. In furtherance of the foregoing, the Developer agrees to do the following:

(a) Provide the Town Engineer with a Water District extension report. The report shall be that report which would otherwise be attached to a Petition to extend a water district, as provided for in the Town Law, and shall specifically include the projected gallons per day required to serve all of the houses to be constructed within the Development.

(b) Provide the Town Engineer with any additional reports that the Town Engineer reasonably requires in connection with the water district extension, including maps, plans, and such other information as the Town Engineer may be entitled to in accordance with Town Law.

(c) Arrange for whatever documentation may be required to be filed with Sullivan County in order to confirm the extension of the water district, as provided for in this Agreement, such that the extension of the water district is reflected on the tax maps of the Town.

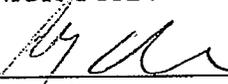
(d) The Town agrees to cooperate with the Developer to accomplish the above and to enact appropriate Resolutions in order to complete this process. The Town represents that there is currently adequate capacity within the Town Water District to allow for the extension of the Town Water District contemplated by this Agreement and the Town agrees that to the extent necessary, in order to allow capacity for the Project to take whatever steps are needed to provide adequate capacity for the development of all of the houses that are a part thereof. Notwithstanding the foregoing, any off site work is required to be performed in connection with the foregoing shall be at the sole cost and expense of the Developer.

5. The Town currently charges hook-up fees in connection with the hook up of a residential dwelling to Town water connections. The Developer agrees that water connection fees will be paid by the Developer in accordance with applicable laws of the Town in effect at the time of final approval of this Project.

6. Except for the modifications of the Agreement which are set forth in this Amendment, all other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day, month and year first above written.

LUXOR JUNIOR CORP.

BY: 

Ralph Rieder, Secretary

TOWN OF FALLSBURG

BY: 

Steven Vegliante, Town Supervisor

SEWER EXTENSION AND ROAD REPAIR AGREEMENT

Agreement entered into as of the 2nd day of February, 2010, among **Luxor Junior Corp.**, a New York corporation having its principal place of business care of Alexander Scharf, 545 West End Avenue, New York, New York 10024 (the "Developer") and **Town of Fallsburg**, a New York municipal corporation having is principal place of business at 19 Railroad Plaza, PO Box 2019, South Fallsburg, New York 12779 (the "Town").

WITNESSETH:

WHEREAS, the Developer is the owner of a parcel of vacant land in the Town of Fallsburg, having tax map number 12-1-41.5 (the "Property") and;

WHEREAS, the Developer is in the process of obtaining approval of a 111 unit residential development project (the "Houses") from the Town of Fallsburg Planning Board (the "Planning Board"); and

WHEREAS, a significant portion of the Property has been and remains within the Town Sewer District; and

WHEREAS, a portion of the Property is located outside of the Town Sewer District; and

WHEREAS, the Town has agreed to extend the Sewer District to include the balance of the Property; and

WHEREAS, access to the Property is through Maplewood Avenue; and

WHEREAS, Maplewood Avenue is in need of repair; and

WHEREAS, the Developer has agreed to repair Maplewood Avenue and to replace a highway culvert located therein in the manner provided for herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. a. The Town hereby agrees to extend the Town Sewer District to include the balance of of the Property not currently included within the Town Sewer District.

b. The Developer agrees to limit the size of the development on the Property to no more than 111 Houses with a maximum number of bedrooms of 777. The Developer further agrees to include a notation on any and all site plans to be filed with any political subdivision stating that the development may not exceed the maximum number of Houses and the maximum number of bedrooms heretofore specified.

2. The Developer agrees to take whatever steps may be necessary in order to complete the documentation and legal requirements required in order to confirm the extension of the Town Sewer District to include the entire Property and in order to reflect the extension of the Town Sewer District on the Town tax maps and the records at Sullivan County. In furtherance of the foregoing, the Developer agrees to do the following:

a. Provide the Town Engineer with a sewer district extension report. The report shall be that report which would otherwise be attached to a petition to extend a sewer district, as provided for in the Town Law, and shall specifically include the projected gallons per day required to serve the 111 Houses to be constructed within the development.

b. Provide the Town Engineer with any additional reports that the Town Engineer reasonably requires in connection with the sewer district extension, including maps, plans, and such other information as the Town Engineer may be entitled to in accordance with Town Law.

c. Arrange for whatever documentation may be required to be filed with Sullivan County in order to confirm the extension of the sewer district, as provided for in this Agreement, such that the extension of the sewer district is reflected on the tax maps of the Town.

3. The Town agrees to cooperate with the Developer to accomplish the above and to enact appropriate Resolutions and Orders to complete this process. The Town represents that there is currently adequate capacity within the Town sewer district to allow for the extension of the Town sewer district contemplated by this Agreement, and the Town agrees that to the extent necessary in order to allow capacity for the development, to take whatever steps are needed to provide adequate capacity for the development of all of the 111 Houses that are a part thereof. The Town at its expense agrees to perform the required off-site work needed in connection with the foregoing, including any required renovation or replacement of the sewer plant, the sewer lines and the pump stations.

4. The Town currently charges hookup fees in connection with the hookup of a residential dwelling to Town sewer connections. The Developer agrees that sewer connection fees will be paid by the Developer in accordance with applicable laws of the Town in effect at the time of final approval of this project, such that the Houses to be constructed within the existing Town Sewer District will pay the in-district hookup fee then in effect (currently \$252.00), and the Houses to be constructed within the extended Town Sewer District will pay the extended district hook up fee then in effect (currently \$1,008.00).

5. The Developer agrees to perform the following off-site work:

(a) Repair Maplewood Avenue from the intersection of Maplewood and Carmel Road to the entrance of the Project. The repair will consist of the following:

- (i) Grind the road base down to the subbase.
- (ii) Level and roll the subbase to the extent required by the Town Engineer.
- (iii) The width of the road shall be 20 feet.
- (iv) All work to be done shall be in accordance with Town highway specifications.

(b) Replace the existing culvert on Maplewood Avenue near Aster Road to include the supply and installation of three 36 inch diameter plastic culverts, each 80 foot long. The work will include excavation and removal of the existing culvert, supply and install new culverts, supply and install any additional necessary backfill materials, expose and protect existing utilities, and restore the road which may be damaged as a result of said installation.

(c) Notwithstanding the above, the Developer's costs to perform the above work shall not exceed \$74,000.00 (\$54,000.00 estimated cost of culvert replacement and \$20,000.00 estimated highway repair cost), plus a cost of living adjustment based upon increases in the consumer price index for the geographic area which includes Sullivan County, New York with respect to said sum of \$74,000.00 from February 2, 2010 to the date that the work is performed. Any costs in excess of said sum of \$74,000.00 as adjusted as aforesaid shall be paid by the Town.

6. Upon completion of the work by the Developer in the manner provided for in Paragraph "5" above, the Town agrees to supply and install a new blacktop surface, in the manner which is customary with respect to other Town roads.

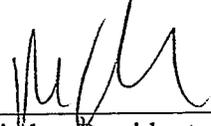
7. The repair of Maplewood Avenue, including the culvert replacement, as set forth herein shall be completed within a period of three years after construction of the Project commences, or upon the completion of the development of the Project, whichever shall first occur.

8. The Developer agrees that prior to the issuance of any building permits for the Project and prior to performing any of the work provided for in Paragraph "5a" of this Agreement, the road repair, including the culvert replacement, shall be completed and/or bonded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of

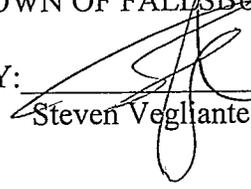
February 2, 2010.

LUXOR JUNIOR CORP.

BY: 

Ralph Rieder, President

TOWN OF FALLSBURG

BY: 

Steven Vegliante, Town Supervisor

jayzeiger-kkz@hvc.rr.com

From: "Michael Rielly" <mrielly@rettew.com>
Date: Monday, July 18, 2016 6:46 PM
To: "Jay Zeiger" <jayzeiger-kkz@hvc.rr.com>
Cc: "Rivie Schwebel" <rivieschwebel@gmail.com>; "Ralph Rieder" <rrieder@fieldstoneprop.com>
Attach: Ltr-MGRtoJay-LuxorJR-20160718.pdf; 06715N5002 Detailed Statement.pdf
Subject: Luxor Junior

Jay, attached is a memo regarding the project. Also attached is our statement on the project to date.

Please let me know if you need anything further, Jay let me know if this is good, or you need additional project background or fluff added for the TB.

Thx.

RETTEW

We answer to you.

An *Engineering News-Record* Top Design Firm

Michael Rielly, PE
Group Manager
Survey and Land Development Services
97 Main Street
Suite 1
Delhi, NY 13753
Office: 845.586.2400 x4202
Mobile: 845.594.2937
www.rettew.com

7/19/2016

MEMORANDUM

TO: Jay Zeiger, ESQ
FROM: Michael Rielly, PE - RETTEW
CC: Ralph Rieder, Rivie Schwebel
DATE: 07/18/16
PROJECT NAME: Luxor Junior Estates **PROJECT NO.:** 06715N5002
SUBJECT: Project Summary

The purpose of this memo is to summarize the work that has been done to date for the Luxor Junior Estates project. I have not been involved fully from the beginning so I have summarized what I can remember and what I see in the file.

Luxor Junior Estates is a proposed condominium project that is in the PUD #1 zoning district. Since the PUD remained in the Town's zoning, the project was not impacted by the last large scale Town Zoning change. The project acreage is 42.32 acres and the project currently consists of 100 units including a caretaker unit. At one time the proposed plan consists of 114 units. The project is accessed off of Maplewood Avenue in Loch Sheldrake. RETTEW has worked on this project since 2006 when some feasibility work was done, the project has started and stopped numerous times for different reasons and there have been a number of revisions to the layout of the project that have resulted in significant rework. Initially the project was intended to have its own private water system, but the onsite water wells were marginal water producers, so a connection to the Town's system is being pursued instead. The Town Board and the developer have an agreement consisting of some culvert repair, pump station retrofit, and the resurfacing of Maplewood Avenue.

RETTEW has completed the following items for the Luxor Junior Estates project:

1. Feasibility Study. (2006)
2. Boundary Survey of property. (2008)
3. Topographic Survey of property. (2008)
4. Conventional Subdivision Plan (2008)
5. Wetland delineation and report. (2006)
6. Biotic Community survey and report. (2011)
7. Traffic Study support (Study done by Tim Miller Associates) (2009)
8. Well drilling oversight and supervision (pump tests done by Continental Placer, I believe the wells were drilled by Tony Alfalla) (2008)
9. Water system storage and treatment design. (2009)
10. Town water system study and model. (2015)
11. Town water map plan and report. (2015)
12. Additional survey along Maplewood Avenue (2014)
13. Construction stakeout of some roads to analyze in field (2013)
14. Numerous layout changes to plans. (Varies)
15. Full Land development plans, numerous iterations due to changes. (2009-2016)
16. Stormwater Pollution Prevention Plan. (Varies)



Page 2 of 2

Jay Zeiger, ESQ

July 18, 2016

RETTEW Project: 06715N5002

17. Subdivision of the property to give land to Luxor Senior next door. (2016)

The most recent work performed on the project was for the subdivision at the beginning of 2016. This subdivision gave some land to the Luxor Senior project next door. The layout of the Luxor Junior project, and the engineering had to be changed to reflect this. The plans were resubmitted to Keystone for review at the end of June 16.



We answer to you.

Engineers • Planners • Surveyors • Landscape Architects • Environmental Consultants

RETTEW Engineering & Surveying, P.C.
Delhi and Liberty, New York

Phone: 845.588.2400 • Fax: 845.586.3366

PLEASE REMIT PAYMENT TO: 3020 Columbia Avenue, Lancaster, PA 17603

STATEMENT OF ACCOUNT

Please Remit Payment to our Lancaster Office

Page 1

Luxor Jr. Corporation
ATTN: RALPH RIEDER
285 CENTRAL PARK WEST
NEW YORK, NY 10024

Client #: 06715

Statement of Account as of 7-18-16

<u>Transactions</u>	<u>Date</u>	<u>Charges</u>	<u>Payments</u>	<u>Balance</u>
Project: 06715N5002 -- Loch Sheldrake Project				
RES4241 Invoice	7/18/2006	2,221.50	0.00	0.00
RES4241 Cash Receipt	10/23/2006	0.00	2,221.50	
RES4476 Invoice	8/15/2006	1,949.38	0.00	0.00
RES4476 Cash Receipt	10/23/2006	0.00	1,949.38	
RES4598 Invoice	9/12/2008	1,105.62	0.00	0.00
RES4598 Cash Receipt	10/23/2006	0.00	1,105.62	
RES5237 Invoice	2/27/2007	8,256.72	0.00	0.00
RES5237 Cash Receipt	5/18/2007	0.00	8,256.72	
RES5369 Invoice	3/27/2007	4,680.39	0.00	0.00
RES5369 Cash Receipt	6/29/2007	0.00	4,680.39	
RES5459 Invoice	5/22/2007	435.82	0.00	0.00
RES5459 Cash Receipt	6/29/2007	0.00	435.82	
RES5574 Invoice	6/19/2007	3,103.51	0.00	0.00
RES5574 Cash Receipt	6/29/2007	0.00	3,103.51	
RES5720 Invoice	7/17/2007	1,617.73	0.00	0.00
RES5720 Cash Receipt	7/25/2007	0.00	1,617.73	
RES5746 Invoice	8/14/2007	357.76	0.00	0.00
RES5746 Cash Receipt	8/24/2007	0.00	357.76	
RES5904 Invoice	9/11/2007	447.84	0.00	0.00
RES5904 Cash Receipt	9/20/2007	0.00	447.84	
RES5953 Invoice	10/9/2007	387.29	0.00	0.00
RES5953 Cash Receipt	10/22/2007	0.00	387.29	
RES6689 Invoice	7/15/2008	133.79	0.00	0.00
RES6689 Cash Receipt	8/18/2008	0.00	133.79	
RES6770 Invoice	8/12/2008	4,924.62	0.00	0.00
RES6770 Cash Receipt	9/15/2008	0.00	4,924.62	
RES6917 Invoice	9/9/2008	4,916.11	0.00	0.00
RES6917 Cash Receipt	10/9/2008	0.00	4,916.11	
RES6954 Invoice	10/7/2008	9,217.26	0.00	0.00
RES6954 Cash Receipt	11/14/2008	0.00	9,217.26	
RES7014 Invoice	11/4/2008	10,351.14	0.00	0.00
RES7014 Cash Receipt	2/17/2009	0.00	10,351.14	
RES7103 Invoice	12/2/2008	13,121.05	0.00	0.00
RES7103 Cash Receipt	2/17/2009	0.00	13,121.05	
RES7196 Invoice	12/30/2008	19,915.87	0.00	0.00
RES7196 Cash Receipt	1/15/2009	0.00	19,915.87	



We answer to you.

Engineers • Planners • Surveyors • Landscape Architects • Environmental Consultants

RETTEW Engineering & Surveying, P.C.
Dahl and Liberty, New York

Phone: 845.586.2400 • Fax: 845.586.3366

PLEASE REMIT PAYMENT TO: 3020 Columbia Avenue, Lancaster, PA 17603

STATEMENT OF ACCOUNT

Please Remit Payment to our Lancaster Office

<u>Transactions</u>	<u>Date</u>	<u>Charges</u>	<u>Payments</u>	<u>Balance</u>
Project: 06715N5002 -- Loch Sheldrake Project				
RES7294 Invoice	1/27/2009	9,819.96	0.00	0.00
RES7294 Cash Receipt	1/15/2009	0.00	9,819.96	
RES7313 Invoice	2/24/2009	4,033.22	0.00	0.00
RES7313 Cash Receipt	11/5/2009	0.00	4,033.22	
RES7362 Invoice	3/24/2009	4,503.43	0.00	0.00
RES7362 Cash Receipt	4/6/2009	0.00	4,503.43	
RES7426 Invoice	4/21/2009	4,489.82	0.00	0.00
RES7426 Cash Receipt	11/5/2009	0.00	4,489.82	
RES7523 Invoice	5/19/2009	4,396.46	0.00	0.00
RES7523 Cash Receipt	11/5/2009	0.00	4,396.46	
RES7589 Invoice	6/16/2009	293.59	0.00	0.00
RES7589 Cash Receipt	1/31/2011	0.00	293.59	
RES7704 Invoice	8/11/2009	712.47	0.00	0.00
RES7704 Cash Receipt	11/5/2009	0.00	712.47	
RES7760 Invoice	9/8/2009	2,397.71	0.00	0.00
RES7760 Cash Receipt	11/5/2009	0.00	2,397.71	
RES7802 Invoice	10/6/2009	135.33	0.00	0.00
RES7802 Cash Receipt	11/5/2009	0.00	135.33	
RES7803 Invoice	10/6/2009	3,834.79	0.00	0.00
RES7803 Cash Receipt	1/31/2011	0.00	3,834.79	
RES7887 Invoice	11/3/2009	409.38	0.00	0.00
RES7887 Cash Receipt	1/31/2011	0.00	409.38	
RES7928 Invoice	12/1/2009	8,137.44	0.00	0.00
RES7928 Cash Receipt	1/31/2011	0.00	8,137.44	
RES7959 Invoice	12/29/2009	3,692.22	0.00	0.00
RES7959 Cash Receipt	10/12/2010	0.00	3,692.22	
RES8018 Invoice	1/26/2010	8,774.39	0.00	0.00
RES8018 Cash Receipt	10/12/2010	0.00	8,774.39	
RES8070 Invoice	2/23/2010	12,373.98	0.00	0.00
RES8070 Cash Receipt	11/29/2010	0.00	12,373.98	
RES8104 Invoice	3/23/2010	2,847.84	0.00	0.00
RES8104 Cash Receipt	11/29/2010	0.00	2,847.84	
RES8596 Invoice	2/22/2011	4,033.90	0.00	0.00
RES8596 Cash Receipt	1/31/2011	0.00	4,033.90	
RES8647 Invoice	3/22/2011	4,303.24	0.00	0.00
RES8647 Cash Receipt	1/31/2011	0.00	4,303.24	
RES8675 Invoice	4/19/2011	10,545.30	0.00	0.00
RES8675 Cash Receipt	5/2/2011	0.00	10,545.30	
RES8725 Invoice	5/17/2011	229.85	0.00	0.00
RES8725 Cash Receipt	6/6/2011	0.00	229.85	
RES8726 Invoice	5/17/2011	2,412.19	0.00	0.00
RES8726 Cash Receipt	6/6/2011	0.00	2,412.19	
RES8765 Invoice	6/14/2011	549.32	0.00	0.00
RES8765 Cash Receipt	7/18/2011	0.00	549.32	
RES8766 Invoice	6/14/2011	436.43	0.00	0.00
RES8766 Cash Receipt	7/18/2011	0.00	436.43	



We answer to you.

Engineers • Planners • Surveyors • Landscape Architects • Environmental Consultants

RETTEW Engineering & Surveying, P.C.
Delhi and Liberty, New York

Phone: 845.586.2400 • Fax: 845.586.3366

PLEASE REMIT PAYMENT TO: 3020 Columbia Avenue, Lancaster, PA 17603

STATEMENT OF ACCOUNT

Please Remit Payment to our Lancaster Office

Page 3

<u>Transactions</u>	<u>Date</u>	<u>Charges</u>	<u>Payments</u>	<u>Balance</u>
Project: 06715N5002 -- Loch Sheldrake Project				
RES8802 Invoice	6/30/2011	610.35	0.00	0.00
RES8802 Cash Receipt	7/18/2011	0.00	610.35	
RES8803 Invoice	6/30/2011	700.47	0.00	0.00
RES8803 Cash Receipt	7/18/2011	0.00	700.47	
1148 Invoice	8/10/2011	4,201.55	0.00	0.00
1148 Cash Receipt	11/14/2011	0.00	4,201.55	
36 Invoice	9/6/2011	6,027.03	0.00	0.00
36 Cash Receipt	11/14/2011	0.00	6,027.03	
195 Invoice	10/4/2011	7,476.03	0.00	0.00
195 Cash Receipt	4/2/2012	0.00	7,476.03	
214 Invoice	11/1/2011	2,937.37	0.00	0.00
214 Cash Receipt	4/2/2012	0.00	2,937.37	
7817 Invoice	11/29/2011	414.00	0.00	0.00
7817 Cash Receipt	4/2/2012	0.00	414.00	
8574 Invoice	12/27/2011	138.00	0.00	0.00
8574 Cash Receipt	4/2/2012	0.00	138.00	
12037 Invoice	2/21/2012	435.00	0.00	0.00
12037 Cash Receipt	4/2/2012	0.00	435.00	
13595 Invoice	3/20/2012	1,074.92	0.00	0.00
13595 Cash Receipt	4/2/2012	0.00	1,074.92	
15769 Invoice	4/17/2012	290.00	0.00	0.00
15769 Cash Receipt	9/17/2012	0.00	290.00	
17295 Invoice	5/15/2012	1,641.82	0.00	0.00
17295 Cash Receipt	9/17/2012	0.00	1,641.82	
18874 Invoice	6/12/2012	362.50	0.00	0.00
18874 Cash Receipt	9/17/2012	0.00	362.50	
20499 Invoice	7/10/2012	435.00	0.00	0.00
20499 Cash Receipt	9/17/2012	0.00	435.00	
22525 Invoice	8/7/2012	3,238.64	0.00	0.00
22525 Cash Receipt	9/17/2012	0.00	3,238.64	
24850 Invoice	9/4/2012	6,907.98	0.00	0.00
24850 Cash Receipt	1/4/2013	0.00	6,907.98	
26334 Invoice	10/2/2012	1,634.59	0.00	0.00
26334 Cash Receipt	1/4/2013	0.00	1,634.59	
28116 Invoice	10/30/2012	2,295.27	0.00	0.00
28116 Cash Receipt	1/4/2013	0.00	2,295.27	
29818 Invoice	11/27/2012	7,322.12	0.00	0.00
29818 Cash Receipt	3/4/2013	0.00	7,322.12	
31097 Invoice	12/26/2012	3,561.91	0.00	0.00
31097 Cash Receipt	3/4/2013	0.00	3,561.91	
32437 Invoice	1/22/2013	1,724.67	0.00	0.00
32437 Cash Receipt	2/19/2013	0.00	1,724.67	
567 Invoice	3/19/2013	691.64	0.00	0.00
567 Cash Receipt	11/3/2014	0.00	691.64	
38162 Invoice	4/16/2013	2,262.49	0.00	0.00
38162 Cash Receipt	8/30/2013	0.00	2,262.49	



We answer to you.

Engineers • Planners • Surveyors • Landscape Architects • Environmental Consultants

RETTEW Engineering & Surveying, P.C.

Dalhi and Liberty, New York

Phone: 845.586.2400 • Fax: 845.586.3366

PLEASE REMIT PAYMENT TO: 3020 Columbia Avenue, Lancaster, PA 17603

STATEMENT OF ACCOUNT

Please Remit Payment to our Lancaster Office

<u>Transactions</u>	<u>Date</u>	<u>Charges</u>	<u>Payments</u>	<u>Balance</u>
Project: 06715N5002 -- Loch Sheldrake Project				
40208 Invoice	5/14/2013	2,756.93	0.00	0.00
40206 Cash Receipt	8/30/2013	0.00	2,756.93	
41978 Invoice	6/11/2013	7,638.68	0.00	0.00
41978 Cash Receipt	1/31/2014	0.00	7,638.68	
43902 Invoice	7/9/2013	3,637.48	0.00	0.00
43902 Cash Receipt	1/31/2014	0.00	3,637.48	
45401 Invoice	8/6/2013	5,955.81	0.00	0.00
45401 Cash Receipt	7/21/2014	0.00	5,955.81	
47257 Invoice	9/3/2013	1,450.00	0.00	0.00
47257 Cash Receipt	7/21/2014	0.00	1,450.00	
49019 Invoice	10/1/2013	1,181.85	0.00	0.00
49019 Cash Receipt	7/21/2014	0.00	1,181.85	
54502 Invoice	12/24/2013	2,420.40	0.00	0.00
54502 Cash Receipt	7/21/2014	0.00	2,420.40	
56225 Invoice	1/21/2014	5,280.40	0.00	0.00
56225 Cash Receipt	11/3/2014	0.00	5,280.40	
57238 Invoice	2/4/2014	754.20	0.00	0.00
57238 Cash Receipt	11/3/2014	0.00	754.20	
70143 Invoice	8/5/2014	20,224.29	0.00	0.00
70143 Cash Receipt	8/3/2015	0.00	20,224.29	
80494 Invoice	12/23/2014	1,222.98	0.00	0.00
80494 Cash Receipt	8/3/2015	0.00	1,222.98	
83866 Invoice	2/17/2015	480.00	0.00	0.00
83866 Cash Receipt	8/3/2015	0.00	480.00	
85518 Invoice	3/17/2015	2,080.00	0.00	0.00
85518 Cash Receipt	8/3/2015	0.00	2,080.00	
87490 Invoice	4/14/2015	728.00	0.00	0.00
87490 Cash Receipt	8/3/2015	0.00	728.00	
89294 Invoice	5/12/2015	2,864.00	0.00	0.00
89294 Cash Receipt	8/3/2015	0.00	2,864.00	
90948 Invoice	6/9/2015	4,312.00	0.00	0.00
90948 Cash Receipt	8/3/2015	0.00	4,312.00	
95149 Invoice	9/1/2015	4,287.09	0.00	0.00
95149 Cash Receipt	2/25/2016	0.00	4,287.09	
97255 Invoice	9/29/2015	7,192.00	0.00	0.00
97255 Cash Receipt	2/25/2016	0.00	7,192.00	
98762 Invoice	10/27/2015	6,824.00	0.00	0.00
98762 Cash Receipt	2/25/2016	0.00	6,824.00	
100175 Invoice	11/24/2015	1,968.00	0.00	0.00
100175 Cash Receipt	2/25/2016	0.00	1,968.00	
101724 Invoice	12/22/2015	2,712.00	0.00	0.00
101724 Cash Receipt	2/25/2016	0.00	2,712.00	
102992 Invoice	1/19/2016	5,790.50	0.00	0.00
102992 Cash Receipt	2/25/2016	0.00	5,790.50	
103852 Invoice	2/16/2016	6,013.44	0.00	6,013.44
105281 Invoice	3/15/2016	3,220.60	0.00	3,220.60
106577 Invoice	4/12/2016	5,119.37	0.00	5,119.37



We answer to you.

Engineers • Planners • Surveyors • Landscape Architects • Environmental Consultants

RETTEW Engineering & Surveying, P.C.

Delhi and Liberty, New York

Phone: 845.586.2400 • Fax: 845.586.3366

PLEASE REMIT PAYMENT TO: 3020 Columbia Avenue, Lancaster, PA 17603

STATEMENT OF ACCOUNT

Please Remit Payment to our Lancaster Office

Page 5

<u>Transactions</u>	<u>Date</u>	<u>Charges</u>	<u>Payments</u>	<u>Balance</u>
Project: 06715N5002 -- Loch Sheldrake Project				
107567 Invoice	5/10/2016	8,639.65	0.00	8,639.65
109178 Invoice	6/7/2016	2,312.50	0.00	2,312.50
110424 Invoice	7/5/2016	3,739.64	0.00	3,739.64
Statement Total		357,694.82	328,649.62	29,045.20

Outstanding	Current	31 - 60	61 - 90	91 - 120	Over 120	Unallocated
29,045.20	3,739.64	2,312.50	8,639.65	5,119.37	9,234.04	0.00



We answer to you.

Engineers • Planners • Surveyors • Landscape Architects • Environmental Consultants

RETTEW Engineering & Surveying, P.C.
Delhi and Liberty, New York

Phone: 845.586.2400 • Fax: 845.586.3366

PLEASE REMIT PAYMENT TO: 3020 Columbia Avenue, Lancaster, PA 17603

STATEMENT OF ACCOUNT

Please Remit Payment to our Lancaster Office

Page 1

	<u>Charges</u>	<u>Payments</u>	<u>Balance</u>			
	357,694.82	328,649.62	29,045.20	Report Total		
Aged Balances						
Outstanding	Current	31 - 60	61 - 90	91 - 120	Over 120	Unallocated
29,045.20	3,739.64	2,312.50	8,639.65	5,119.37	9,234.04	0.00

EXHIBIT "C"

TOWN OF FALLSBURG PLANNING BOARD

TRACKING DOCUMENT

LUXOR JUNIOR ESTATES

1. **Contact Person, Address and Telephone:**

Mr. Ralph Rieder
285 Central Park West
New York City, NY 10024
908-715-5451

ralph@fieldstoneprop.com

2. **Name, Address, Telephone No. of Application:**

Same as #1.

3. **Legal Name of Project:** Luxor Junior Estates

4. **SBL:** 12.-1-41.5

5. **Physical Address of Project Site:**

End of Maplewood Drive, Loch Sheldrake, adjacent to Luxor Estates

6. **Scope of Project:** 114 unit development with amenities and one caretaker residence on 42.32 acres. Construction will be phased.

7. **Attorney for the Project:**

Kalter, Kaplan, Zeiger & Forman (Jay L. Zeiger, Esq.),
6166 State Route 422
PO Box 30, Woodbourne, New York 12788
Telephone No. 845-434-4777, Fax No. 845-436-8156
E-Mail Address: jayzeiger-kkz@hvc.rr.com

8. **Engineer for the Project:**

RETTEW Engineering - Mike Reilly
111 Sullivan Avenue, Ferndale, NY 12734
Tel.: 845-292-3010
Fax: 845-292-3083
mrielly@rettew.com

9. **History of Action Taken:**

Date	Purpose of Appearance:	Action Taken	Action Required
12/23/2009	See attached tracking document dated December 23, 2009.		
2/2/2010	Several meetings with Town Board. Sewer Extension and Road Repair Agreement was agreed upon and executed.	Agreement signed.	Formal sewer extension to be obtained after Planning Board approval.
5/11/2011	Met with Planning Board staff to discuss project.	Update site plan; respond to Engineer and Planner comments.	Appear at Planning Board after map is updated.
8/9/2011	Attended Planning Board Meeting.	Discussed site plan.	Complete site plan and resolve water distribution issues.
8/9/2011 to 10/31/15	Various staff meetings; revise site plan; engineer and planner review; resolve water issues.	Discuss site plan	Finalize site plan and related issues

TOWN OF FALLSBURG PLANNING BOARD

TRACKING DOCUMENT

1.	Contract Person, Address And Telephone	Alexander Scharf <Ali545@aol.com>; (f) 212-769-8983; (c) 917-921-2000 Ralph Reider <rreider2@aol.com>; 305 West End Ave. New York, NY 10023
2.	Name, Address, Tel No. Of Applicant Date of Application	Same as #1
3.	Legal Name of Project	Luxor Jr. Estates
4.	Principal and Interested Parties	
5.	Section, Block and Lot Nos.	12.-1-41.5
6.	Physical Address of Project Site	End of Maplewood Drive, Loch Sheldrake, adjacent to Luxor Estates
7.	Current Date	February , 2008
8.	Scope of Project (Narrative)	110 unit development with amenities and 1 caretaker residence (111 single family houses), on 42.32 acres Construction will be phased.
9.	Type of ownership in final form	Condominium
10.	Owner of Site (While under construction)	Luxor Junior Corp.
11.	Developer of Site (If different)	
12.	Legal Representation of project	Prior to December 31, 2009 - Jacob R. Billig, Esq. (845) 794-3833
13.	General Contractor	
14.	Site Developer	
15.	Engineer of Record	RETTEW Engineering – Mike Reilly 111 Sullivan Ave., Ferndale, NY 12734 Tel: (845) 292-3010 Fax: (845) 292-3083
16.	Architect of Record	
17.	Date project first brought to Planning Board	08-09-07
18.	History of actions taken (Start to current)	06-21-07 Planning Board workshop 06-29-07 Application form, sketch plan and short form EAF sent to A. Frishman 08-07-07 Summary of Memo from R. Geneslaw to PB: <ul style="list-style-type: none"> • Full EAF recommended • Board should receive some written assurance that emergency access from the N/F Luxor Owners Corporation should be available • Old Zoning Code lists PUD-1. At June 21, 2007 staff meeting, it was reported that the PUD option had expired and that the application would be subject to new zoning. • Application indicates that this will be a phased development.

		<p>Plans should show how the phasing will work with the emergency access at one end of the site and stormwater management scattered throughout the site.</p> <ul style="list-style-type: none"> • As general observation – areas of disturbance be further from the perimeter of the property, particularly on the southerly border, where dwellings are proposed 15 feet from the property line. • Zoning Data Chart indicates there is a 50 ft. requirement for a landscape buffer along the front and side. The plan shows disturbance within 50 feet of the property line. • Basketball court should be relocated away from the property line. • Dumpster location appears to require extensive backing up to be served. • Project sponsor should explain the proposal to provide for water and sewer service. <p>At the June 21st staff meeting, it was uncertain if the Town could supply adequate water and that water pressure may not be adequate.</p> <p>08-09-07 PB appearance. Request for conceptual site plan review. It is in the planned unit development district #1 Lakeside Acres. ¾ of property in the sewer district. Project not in water district. Sewer infrastructure shall be upgraded as a condition of development if necessary. Discussion on access roads. Discussion of traffic count locations, concern about Maplewood drive access and safety, units will be 1800 sq ft to 1500 sq ft, Federal wetlands identified, slopes are minimal,</p> <p>09-20-07 Workshop – attended. The following issues were raised:</p> <ul style="list-style-type: none"> • Traffic studies being done by Tim Miller Associates • Continental Placer on-site water testing • Need to extend the sewer district to encompass the whole property • RETTEW Preparing EAF Prt I • Arial photo of site and surrounding properties • Protection of neighbors along Hasboruck Road side were raised. The question is whether a 50 foot requirement is needed based on the zoning code. There will undoubtedly be the need to provide significant buffer in terms of landscaping • Wetland delineation is completed and Staff is good to go • The dumpster location was raised as a problem • Access to site for traffic flows were also raised as an issue. The Town Staff indicated that because the entrance road is narrow and not developed this is a concern. It was also raised by staff whether or not there could be additional access provided through the Old Luxor Property • Escrow money to be placed with Keystone. WWTF to provide amount • Language in PUD 1 needs to be reviewed to determine whether or not it has expired in some shape or form. Issue
--	--	---

	<p>raised by Allen and Will</p> <ul style="list-style-type: none">• <i>Need to draft an agreement with Luxor Jr and Luxor Sr which gives Luxor Junior the ability to do emergency acts in and out of the project site. This would be in a form of a resolution by the Sr corp or LLC, which is ratified by their membership group. We need to get in touch with the clients who are running both operations to coordinate the exact names of the entities, particular form of ownership members so that the appropriate documents can be drafted up.</i> <p>9-10-2008 – Workshop attended.</p> <p>Provided sketch plan. The Town is concerned about the "wide openness" of the PUD district At the workshop ended, the building inspector pulled out an old map that showed a previous development scenario that was for the same property under the same PUD district that follow the pre-existing regulations. Research zoning & PUD.</p> <p>10-06-08 RETTEW Update – Rettew completed conventional Plan; with 144 units, 34 more than was on the original plan, should be able to go ahead with 111 units.</p> <p>10-8-08 Planning Board workshop. – Conventional subdivision plan redrafted, Roads have been updated to fifty feet per workshop meeting. Lot yield is 118 as opposed to the clients requested number of 111.</p> <p>10/16/08 Planning Board appearance – Not heard due to time</p> <p>10/30/08 Planning Board appearance-Informed board that Continental Placier report has been forwarded to Geneslaw and them regarding the water testing. Pump testing completed. Discussion of going back in front of the Town Board for the extension of the sewer district. Board approved and confirmed lot count of 111 units. Board voted to hold a site plan public hearing on</p> <p>11/13/08 and voted to be named Lead Agency. Discussion of road improvements to Maple Wood. Road will need to be widen and large culvert pipe running under it replaced. Sewer main will also need to be improved. These improvement points were also discussed in prior workshops with discussion of town infrastructure costs and improvements.</p> <p>11/13/08 – Planning Board appearance SITE PLAN PUBLIC HEARING– Public hearing opened and closed. Concerns were</p> <ol style="list-style-type: none">a) Compactor is 125' away from one of the houses – need landscaping and fencing to keep animals outb) need bear protectantsc) drainage basin – need landscaping, fencing and need water circulation of some sort to keep vectors away
--	--

		<p>Appearance Board reopened public hearing to read into the record a letter from the neighbor behind the large storm water retention basin. Reclosed public hearing. Retention basin should not look like a hole in the ground with a fence around it. Should have landscaping etc. Must have fence around it. Board wants to see very detailed plans on storm water retention basin and compactor. Rettew looking into an aerating system for retention basin for the prevention of standing water. Board requested really nice renderings and elevations to forecast exactly what it will look like and what the effects are. Board wants to see a common design theme. Board requested the EAF Part I, issue with Maple Avenue being one way need to work it out.</p> <p>01-12-09 Receipt of no endangered species or animals or plants 01-20-09 Lead agency Notices sent out. Deadline for response is February 20, 2009.</p> <p>2-11-09 Planning board Workshop</p> <p>4-09 Update from RETTEW – need to complete Ralph revisions around the community building. Have made all keystone revisions with the exception of the area of change. Should have off site pump station modification requirements from Will and possibly the revisions made and should have culvert cleaned and the Town Board letter concerning the sewer extension in October 2009.</p> <p>8-14-09 – RETTEW Update need to complete the Ralph revisions around the community building. Have made Keystone revisions with the exception of the area of change. Should have off-site pump station modification requirements from Will Illing and possibly the changes made and should have the culvert cleaned and the Town Board letter concerning the sewer extension for the October meeting.</p>
19.	Date of SEQR initiated	Part I – Submitted and dated December 23, 2008 Part II Part III Neg Dec
20.	Punitive Action(s) taken Against developer (if any)	
21.	Zoning	PUD-1 Lakeside Acres. Staff met on June 21, 2007 to determine
22.	Water & Sewer District	SEWER: Would require an extension of the sewer district. Offsite sewer collection system in Maplewood would need some upgrades possibly, the line and pump station would need replacement or renovation possibly. And drainage clean out, Project out of water district ¾ of property in sewer district
23.	Water & Sewer District Extension requested	Sewer extension required 12-16-08 Town Board workshop – Presentation of project and discussion of sewer district extension

		<p>3-17-09 Town Board workshop – Discussion of Sewer district extension, Drainage pump station and road issues.</p> <p>4-01-09 – Site visit with Will Illing and Mr. Jakatis: Re: Culvert clean out for town board.</p> <p>5-28-09 Town Board meeting regarding sewer and upgrades</p> <p>9-01-09 Town Board meeting –</p> <ol style="list-style-type: none">1. Told Town board DEC said do not touch the beaver damn. Town understands and is no longer an issue.2. Told Town we need to obtain a permit to work on the culvert because it is a class A Stream. Town Board said that Jacob Billig can act for the Town and apply to get same.3. Affirmed that we are ready to provide a machine and operator to clean out the culvert. Tom Decker the contractor told the board that the lake end of the culvert appeared to be good. But the pond end, where the damn is, is under water and you can not tell the condition until you clean it out. The Town said that they would supply trucks and men to take the fill away.4. JRB to meet with Tom and Will to discuss what exactly is being required and who is doing what5. What we did not discuss up until this point, and what will make the job more expensive, is that you have to silt fence the area and pump the water from the pond side to across the road to the lake while you are working and bring in material to stabilize the area. It is more than just digging up the material blocking the culvert and putting it in a truck and taking it away. This greatly adds to the expense. That is why he is estimating 40k to clean it out. Tom said he estimates it will be 2 weeks to clean out both sides. I think we need to push him on that.6. The lake side clean up of the culvert should be much easier. There is only material to remove, some riprap and some concrete barrier which the Town put in there when it flooded.7. The board seemed willing to give the sewer extension, but want a report back at the end of September. The next planning board meeting you could get on is Oct. 8th, so we can get the done before then.8. The Board did say that repair of the road on the upper portion is still on the table. They said they would do the blacktopping, but asked you to pay for the material <p>9-11-09 Site visit met with Will Illing and Sullivan County Conservation of Soil and Water and two contractors. Good meeting. We had to convince everyone that we wanted to keep the costs down. In the end we are keeping this simple. The cleaning of the culvert is within 50 foot right of way so no permit needed. The two contractors will give us estimates for the work. They feel 2-3 days with man and machine. We provide machines and operator, will Illing provides trucks.</p> <p>9-18-09 site meeting with Will Illing and NYSDEC and Sullivan County</p>
--	--	--

		<p>Conservation of Soil and Water to discuss repairs to Maplewood Avenue Culvert. Also submitted permit application and addendum to permit.</p> <p>10-28-09 – DEC Permit Received – for culvert work</p> <p>12-01-09 Town Board Workshop discuss of repairs. WE has a good meeting with the Board. Gave to Board the estimates of Woodbourne Lawn And Garden to do everything. The board said to clean out culvert first and to get done ASAP. Culvert pipes will be inspected at that time to see about condition. If not ok, the board expects the developer to replace the culvert pipes which is at a \$54,000.00 estimate. Additionally, the Board will ask for a contribution to the road work that will need to be completed if the culvert pipes need to be replaced, more specifically the grinding of the road which has an estimate of \$20,000.00 of the 480,000.00. If the culvert is ok, the Board will look for the developer to pay something towards the road work above the \$20,000.00 to grind the old surface. Bottom line is the total cost of around \$150,000.00 and look for the developer to pay half. This is significantly less than the first numbers we had from RETTEW.</p> <p>They Board wants the project back in front of them when the culvert is cleaned out in order to assess how to move forward and do a final deal with developer. The Board was informed that the developer would like to move forward as quickly as possible and finalize a deal with the Town and of course limit any exposure on either party.</p> <p>12-16-09 Check sent to Woodbourne lawn and garden for culvert work to begin.</p>
24.	Name of Landscape Architect or other	
25.	Narrative Update if change occurred	
26.	Permits & Fees (Payments up-to-date or in arrears)	
27.	Escrow Fees	Geneslaw \$3,000. sent to A. Frishman on 7/30/07 Keystone: \$6825.00 with \$6500.00 to Keystone Payment is for any billing after July 3, 2008
28.	Code Violations (open violations or compliant with code)	
29.	Storm Water Pollution Prevent Plan – Up-to-date	RETTEW working on
30.	Real Estate taxes (Paid to date)	Paid
31.	List all Permit agencies involved, Permits Needed and Status	Town of Fallsburg Planning Board (Site Plan) Town of Fallsburg Town Board (Sewer district Ext) NYSDOH (Water) NYSDEC (Storm Water)

32.	List of preliminary approvals, Procedural history, with commencement and expiration dates.	
-----	--	--

Things to do for approval

1.	Traffic study	Tim Miller – Completed
2.	SWPPP – DEC to approve	<i>RETTEW needs to complete, storm water basin, needs landscaping with water type plants and fencing and elevations of same as well as some type water circulation to keep vectors away</i>
3.	SHIPO	N/A
4.	Endangered species	<i>January 12, 2009 NYSDEC letter of no endangered species or plants</i>
5.	Water capacity	Municipal
6.	Sewer design and capacity	SEWER – request to town board for presentation of project and discussion of sewer extension during workshop; RETTEW to provide initial map showing existing sewer line and map plan and report. 12-16-08 Town Board workshop appearance 1-07-09 meeting with Will Illing (DPW) and Mr. Jekis (Highway Dept.) to discuss cost analysis of upgrading the infrastructure and Maple Avenue 3-17-09 Town Board workshop appearance
7.	Lighting design	<i>Need to complete</i>
8.	Landscaping plan	<i>RETTEW to provide significantly detailed plan for buffer, storm water basin and compactor</i>
9.	Garbage location	<i>Need landscaping, and fencing to keep critters and bear out - look into bear resistant fencing, signage and compactors</i>
10.	Fire truck access – Obtain letter	<i>1. Need sign off from fire department. 2. Agreement between Luxor Sr. and Luxor Jr., which gives Luxor Jr. the ability to do emergency acts in and out of the project site. This would be in the form of a resolution by the Sr. corporation or LLC, which is ratified by their membership group. We need to get in touch with the clients, who are running both operations to coordinate the exact names of the entities, particular form of ownership, members so that the appropriate documents can be drafted up. VERBAL WAS GIVEN – NEED TO OBTAIN LETTER</i>
11.	Hydrant Testing	
12.	Wetland delineation	Completed. Only wetlands are federal wetlands.
13	DPEM 239 review	<i>Need because of NYS Rt 52 and CR 104 Need town board to authorize submittal to county</i>
14.	Lead Agency	Mailed out on January 20, 2009. Responses due by February 20, 2009 – Received response from

		NYS DEC Dated February 17, 2009 and NYS Historic Preservation dated January 27, 2009
15.	Site Plan Public Hearing	11/3/08 – Mailed out Notices 11/13/08 Held Public Hearing

EXHIBIT "D"

Luxor Jr. Cash Flow Report - All Dates
1/1/1997 through 7/27/2016

7/27/2016

Page 1

Category	1/1/1997- 7/27/2016
INFLOWS	
Equity	
Braunstein	66,860.00
Fishoff	133,720.00
Herzka	66,860.00
Pollak	66,860.00
Reiss	66,860.00
Rieder	69,842.40
Rothstein-Kreisman	65,060.00
Scharf	66,710.00
Schwebel	66,860.00
TOTAL Equity	669,632.40
Exchange	0.00
Loan	
Rieder	15,250.00
TOTAL Loan	15,250.00
FROM RETTEW Retainer	14,472.91
FROM RETTEW Meeting Attendance	0.00
TOTAL INFLOWS	699,355.31
OUTFLOWS	
Closing Costs	
Legal Fee	2,450.00
Recording Fee	53.00
Title Exp.	1,516.00
TOTAL Closing Costs	4,019.00
Donation	1,000.00
Filing Fees	100.00
Project Review	3,000.00
TOTAL Filing Fees	3,100.00
HOA Expense	
Repairs	
Culvert	5,800.00
TOTAL Repairs	5,800.00
TOTAL HOA Expense	5,800.00
Land Cost	150,000.00
Legal	2,341.00
Miscellaneous	
Bank Charge	1,189.79
TOTAL Miscellaneous	1,189.79
Profess. Fees	
Accounting	6,300.00
Engineering	29,327.31
Groundwater Consultant	9,428.91
Land Clearing	9,400.00
Layout Revisions	2,886.48
Legal	35,276.10
Town Engineer	12,075.00
Township Atty	7,242.00
Traffic Study	21,338.54
Water Consultant	24,007.05
Well Drilling	28,785.00
Well Pump Test	11,025.00
Well Purging	16,000.00
TOTAL Profess. Fees	213,091.39
R.E. Taxes	24,080.40
Town	

Luxor Jr. Cash Flow Report - All Dates
1/1/1997 through 7/27/2016

7/27/2016

Page 2

Category	1/1/1997- 7/27/2016
12.-1-41.5	31,517.50
12.A-3-2	22,829.07
12.B-2-10	642.62
12.B-3-13	642.62
12.B-3-2	18,499.61
Penalty	99.52
TOTAL Town	74,230.94
TOTAL R.E. Taxes	98,311.34
Taxes	36.00
Corporate	4,113.17
TOTAL Taxes	4,149.17
TO RETTEW Retainer	15,000.00
TO RETTEW Admin. Exp.	4,944.37
TO RETTEW Aerial for Topo	6,558.00
TO RETTEW Feasibility Study	1,813.20
TO RETTEW Final Plan	56,282.43
TO RETTEW Map Plan & Report	3,723.14
TO RETTEW Meeting Attendance	8,048.56
TO RETTEW Plan Review Rvisions	16,582.96
TO RETTEW Prelim. Plan	49,845.52
TO RETTEW Sketch Plan	5,694.74
TO RETTEW Survey	8,756.88
TO RETTEW Topographic Survey	5,307.07
TO RETTEW Water System Design	26,889.71
TO RETTEW Wetland Investigation	6,756.60
TOTAL OUTFLOWS	699,204.87
OVERALL TOTAL	150.44