

MEMORANDUM

TO: Planning Board Chairman James R. Petro

SUBJECT: GMH Military Housing, LLC

DATE: May 28, 2003

STEVE
FABA

I have received and reviewed a copy of a letter dated May 28, 2003 from James R. Loeb, Esq. , who is the attorney for GMH Military Housing, LLC , to the Planning Board of The Town of New Windsor. I am in a position to respectfully advise the Planning Board, in reliance on Mr. Loeb's letter, that I have no objection to the Planning Board granting *conditional final approval* for the two site plans and the two-lot subdivision before the Board.

The conditional final approval should be subject to the following terms and conditions, as set forth in Mr. Loeb's letter:

"CONDITIONAL FINAL APPROVAL IS HEREBY GRANTED SUBJECT TO AT THE TIME THE FINAL PLANS ARE SIGNED AND DELIVERED TO THE APPLICANT, THE FOLLOWING:

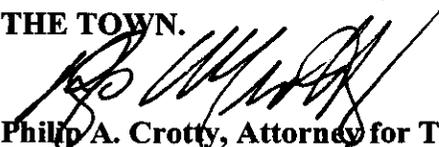
(i) TWO APPROPRIATELY EXECUTED PILOT AGREEMENTS ARE DELIVERED TO THE TOWN; AND

(ii) THE PILOT AGREEMENT FOR THE FAIR MARKET RENTAL UNITS SHALL SPECIFICALLY PROVIDE THAT THE PARKLAND FEE IN THE AMOUNT OF \$396,000.00 SHALL BE TENDERED AT THE TIME THE PLANS ARE SIGNED AND DELIVERED; AND

(iii) A CHECK IN THE AMOUNT OF \$396,000.00 FOR PARKLAND FEES IS REMITTED SIMULTANEOUSLY PAYABLE TO THE TOWN; AND

(iv) AN OPINION OF COUNSEL SATISFACTORY TO THE ATTORNEY FOR THE TOWN IS DELIVERED STATING THAT GMH OR THE EXECUTING ENTITY HAS AUTHORITY TO BIND THE OWNER, DEPARTMENT OF THE NAVY, TO THE TWO PILOT AGREEMENTS; AND

(v) A CERTIFICATE OF ALLOCATION AND AGREEMENT REGARDING THE PURCHASE OF SEWER CAPACITY IS DELIVERED TO THE TOWN.


Philip A. Crotty, Attorney for The Town of New Windsor

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