

#5A

TOWN OF NEWBURGH

AUDIT # 10

DATE: May ²⁷~~25~~, 2026

TOTAL OF ALL PAYMENTS: \$ 1,273,420.98

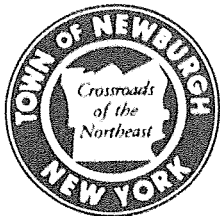
To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 1,273,420.98 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated : _____

Town Clerk Office

Town Board:



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

~~NY 12550~~
#5B

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

To: Supervisor Piaquadio,
Town Board

From: Eileen P Rose *EPR*

Date: May 1, 2026

Re: Full-Time Provisional Principal Payroll Clerk

Please find attached the Employee Request Form and a letter from Ronald Clum, Accountant requesting the approval to hire Helen Nelsen as a Full-Time Principal Payroll Clerk. This is a Provisional appointment pending the entire Civil Service exam process. The start date will be on or after May 18, 2026, pending all necessary paperwork, No physical, drug/alcohol testing, or fingerprints needs to be done as Helen is a current employee. The rate of pay is \$27.4023 per hour per the CSEA Contract. Thank you in advance.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Supervisor Piaquadio
Town Board

From: Ronald E Clum, CPA, Town Accountant

Date: May 1, 2026

Re: Principal Payroll Clerk

I am requesting the Town Board to approve hiring Helen Nelsen as a full time Provisional Principal Payroll Clerk in my office. Helen was interviewed by Scott Manley as the Accounting Liasson, Eileen Rose, HR Manager, and myself. The starting salary is currently \$27.4023 per hour.

I am looking for a start date of May 18, 2026

Thank you in advance.

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Helen Nelsen

DEPARTMENT: Accounting

TITLE OF POSITION: Principal Payroll Clerk

FULL TIME OR PART TIME: Full Time

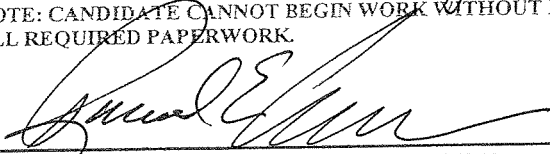
HOURLY RATE: \$27.4023

IS POSITION FUNDED IN CURRENT BUDGET: X YES OR NO

FUND APPROPRIATION NUMBER: A.1315.5100

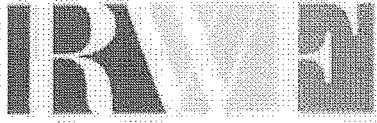
PROPOSED HIRE DATE: May 18, 2026

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

5/1/26
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

Attorney-Client privileged
MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2023, 2024 AND
2025);
ECONOMY INN.
(5155 ROUTE 9W AND 22 FOSTERTOWN ROAD)
OUR FILE NO. 800.24

DATE: APRIL 20, 2026

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stewart P. Glenn
(1945-2025)
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed are copies of a letter from Cathy Drobny, Esq. regarding the above referenced proposed settlement, a proposed Consent Order and Judgment and charts showing the claimed refund liability and the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Also enclosed is a map showing the location of the tax parcels (43-1-8 and 43-2-7) which are the subject of the proceedings which contains a motel, residence and related improvements.

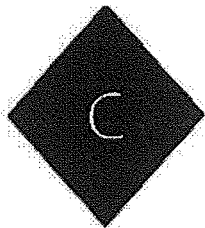
For the motel parcel (43-1-8), the settlement provides for no reduction for 2023 assessment year, a reduction of \$55,425 in Assessed Value from \$272,000 to \$216,575 in 2024 and a reduction of \$62,275 from \$272,000 to \$209,725 in 2025. The 2025 Assessed Value will hold for the 2026, 2027 and 2028 Assessment Year rolls pursuant to the provisions of RPTL Section 727, subject to the statutory exceptions. For the residential parcel (43-1-7), there will be no reduction in Assessed Value

The charts indicates that the refund liability for the Town (including Highway but not including special districts and the Fire District) will be approximately \$1,853.27 versus claimed refund liability of approximately \$14,557.74. The Middlehope Fire District's refund liability under the settlement will be approximately \$564.47. The Newburgh School District's refund liability will be approximately \$8,531.37, with an additional Library refund of approximately \$279.84. The School District's attorneys will also be signing the Consent Order and Judgment.

Also attached is a proposed resolution which would authorize the Settlement.

MCT/sel
Enc.

cc: Lisa M. Vance Ayers, Town Clerk
Molly Carhart, Assessor (via e-mail)
Joseph P. Pedi, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Cathy L. Drobny, Esq. (via e-mail)



26 Century Hill Drive, Suite 203
Latham, New York 12110
Tel: (518) 944-4011

CATHY L. DROBNY, ESQ., PLLC

March 31, 2026

VIA E-MAIL - mtaylor@riderweiner.com

Mark C. Taylor, Esq.
Rider, Weiner & Frankel, P.C.
655 Little Britain Road
Windsor, New York 12553

Re: Economy Inn v. Town of Newburgh
Index Nos. EF004628-2023; EF005756-2024; EF006704-2025

Dear Mr. Taylor:

Attached please find the proposed Consent Order & Judgment relative to the above-referenced proceedings. There are currently three years pending (2023, 2024, 2025) on the subject properties, which are a 26-unit motel and a one family residence. The residence is located at 22 Fostertown Road (Tax Map #43-2-7) and is assessed at \$71,300 which equates to a FMV ranging from \$330,200 to \$412,100 for the years under review. The motel, located at 5155 Rt. 9W (Tax Map #43-1-8), is assessed at \$272,000, which equates to a FMV ranging from \$1,259,800 to \$1,572,300. After a review of the subject properties, comparable properties, the occupancy of the motel and the I & E for the years under review, this settlement was negotiated.

The proposed settlement discontinues all of the proceedings for the one family residence. The 2023 proceeding for the motel is discontinued, the 2024 assessment is reduced to \$216,575 (FMV \$1,051,335) and 2025 assessment is reduced to \$209,725 (FMV \$1,212.283). The 2025 reduced assessed value will be held for 2026, 2027 and 2028 pursuant to RPTL §727, subject to the statutory exceptions. Molly Carhart and I feel that this is a fair settlement.

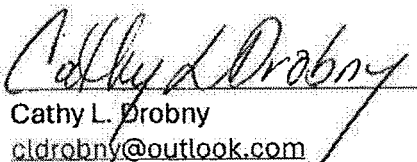
We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Please advise me once the Resolution passes and I will sign the original Consent Judgment.

I have also attached for your review a copy of the refund liability chart that shows the potential liability and the proposed settlement.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

By:


Cathy L. Drobny
cldrobny@outlook.com

Attachments

cc: Gilbert Piaquadio, Supervisor
Molly Carhart, Assessor

File 0008-0103

At a Special Condemnation and Tax
Certiorari Term of the Supreme Court of the
State of New York, held in and for the County of
Orange, Goshen, New York, on the
day of , 20

P R E S E N T :

HON. E. LOREN WILLIAMS,

Justice

In the Matter of

ECONOMY INN,

Petitioner,

-against-

THE BOARD OF ASSESSORS AND/OR THE ASSESSOR
OF THE TOWN OF NEWBURGH AND THE BOARD OF
ASSESSMENT REVIEW,

Respondents.

And

NEWBURGH ENLARGED CITY SCHOOL DISTRICT,

Respondent-Intervenor.

**CONSENT ORDER
& JUDGMENT**

Index No.

EF004628-2023

EF005756-2024

EF006704-2025

Assessment

Year

2023

2024

2025

Tax Map Nos.:

43-1-8

43-2-7

The above petitioner having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of Newburgh for the assessment years 2023 through 2025, upon certain real property constituting the following assessment parcels and designated as Tax Map Nos. 43-1-8 and 43-2-7, on the official Assessment Map of the Town of Newburgh, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by JENNIFER D. HOWER, ESQ. of HERMAN KATZ LLP, and the respondents having appeared by CATHY L. DROBNY, ESQ. of CATHY L. DROBNY, ESQ., PLLC, Counsel for the Town of Newburgh and the respondent-intervenor

having appeared by IRA S. LEVY, ESQ. of SHAW ,PERELSON, MAY & LAMBERT, LLP, and the parties having made their settlement, it is

ORDERED, that the assessments on the above-referenced property be and the same are hereby reduced, corrected and fixed for the assessment year as follows:

Section 43, Block 1, Lot 7

ASSESSMENT YEAR	COUNTY/ TOWN TAX YEAR	SCHOOL TAX YEAR	ORIGINAL ASSESSMENT	REDUCTION	FINAL ASSESSMENT
2023	2024	2023/24	\$71,300	\$ -0-	\$71,300
2024	2025	2024/25	\$71,300	\$ -0-	\$71,300
2025	2026	2025/26	\$71,300	\$ -0-	\$71,300

Section 43, Block 1, Lot 8

ASSESSMENT YEAR	COUNTY/ TOWN TAX YEAR	SCHOOL TAX YEAR	ORIGINAL ASSESSMENT	REDUCTION	FINAL ASSESSMENT
2023	2024	2023/24	\$272,000	\$ -0-	\$272,000
2024	2025	2024/25	\$272,000	\$55,425	\$216,575
2025	2026	2025/26	\$272,000	\$62,275	\$209,725

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Newburgh Enlarged City School District of the Town of Newburgh the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the

taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and are hereby directed and authorized to audit, allow and to pay to the petitioner the amount, if any, of State, County, Town, Judiciary, Sewer District and any special taxes paid by the petitioner as taxes against said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within ninety (90) days from the date of service of a copy of this judgment with Notice of Entry, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the Town of Newburgh and/or the Commission of Finance for Orange County, and/or any of the various taxing authorities, be made by check or draft payable to the order of HERMAN KATZ LLP, as attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED AND DIRECTED, that the terms of R.P.T.L. §727 shall apply to this settlement with respect to the 2026, 2027 and 2028 assessments years, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

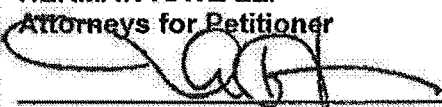
J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

CATHY L. DROBNY, ESQ., PLLC
Attorneys for Respondents

By: CATHY L. DROBNY, ESQ.
26 Century Hill Drive, Suite 203
Latham, NY 12110
(518) 944-4011
cldrobnny@outlook.com

HERMAN KATZ LLP
Attorneys for Petitioner



By: JENNIFER D. HOWER, ESQ.
538 Broadhollow Road, Suite 307
Melville, NY 11747
(631) 501-5011
jhower@hermankatz.com

SHAW, PERELSON, MAY & LAMBERT, LLP
Attorneys for Respondent-Intervenor

BY: IRA S. LEVY, ESQ.
115 Stevens Avenue
Valhalla, NY 10595
(914) 741-9870
ilevy@shawperelson.com

Economy in v. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2023	43-1-8	\$ 272,000	\$ 27,200	21.59%	\$ 1,259,843	\$ 125,984	\$ 244,800	County	10.653823 \$ 2,608.06
								Town	10.636920 \$ 2,603.92
								Highway	5.000899 \$ 1,224.22
								Ambulance	0.410000 \$ 100.37
								Fire-Mi	4.606449 \$ 1,127.66
								Consol Lt	0.495289 \$ 121.26
								Consol Wtr 1	1.539877 \$ 376.96
								Library	3.543244 \$ 867.39
								School	68.550183 \$ 16,781.08
								County	10.393087 \$ 2,544.23
2024	43-1-8	\$ 272,000	\$ 27,200	20.60%	\$ 1,320,388	\$ 132,039	\$ 244,800	County	10.393087 \$ 2,544.23
								Town	10.539649 \$ 2,580.11
								Highway	5.094636 \$ 1,247.17
								Ambulance	0.778229 \$ 190.51
								Fire-Mi	4.558788 \$ 1,115.99
								Consol Lt	0.637386 \$ 156.03
								Consol Wtr 1	1.540403 \$ 377.09
								Library	3.647780 \$ 892.98
								School	70.343753 \$ 17,220.15
								County	11.627978 \$ 2,846.53
2025	43-1-8	\$ 272,000	\$ 27,200	17.30%	\$ 1,572,254	\$ 157,225	\$ 244,800	County	11.627978 \$ 2,846.53
								Town	10.732036 \$ 2,627.20
								Highway	5.112846 \$ 1,251.62
								Ambulance	1.079118 \$ 264.17
								Fire-Mi	5.006896 \$ 1,225.69
								Consol Lt	0.642054 \$ 157.17
								Consol Wtr 1	1.599521 \$ 391.56
								Library	3.926343 \$ 961.17
								School	74.390543 \$ 18,210.80
								County	\$ 7,998.81
								Town	\$ 7,811.23
								Highway	\$ 3,723.01
								Ambulance	\$ 555.05
								Fire-Mi	\$ 3,469.33
								Consol Lt	\$ 434.45
								Consol Wtr1	\$ 1,145.62
								Library	\$ 1,984.59
								School	\$ 52,212.04

Economy Inn v. Newburgh Settlement

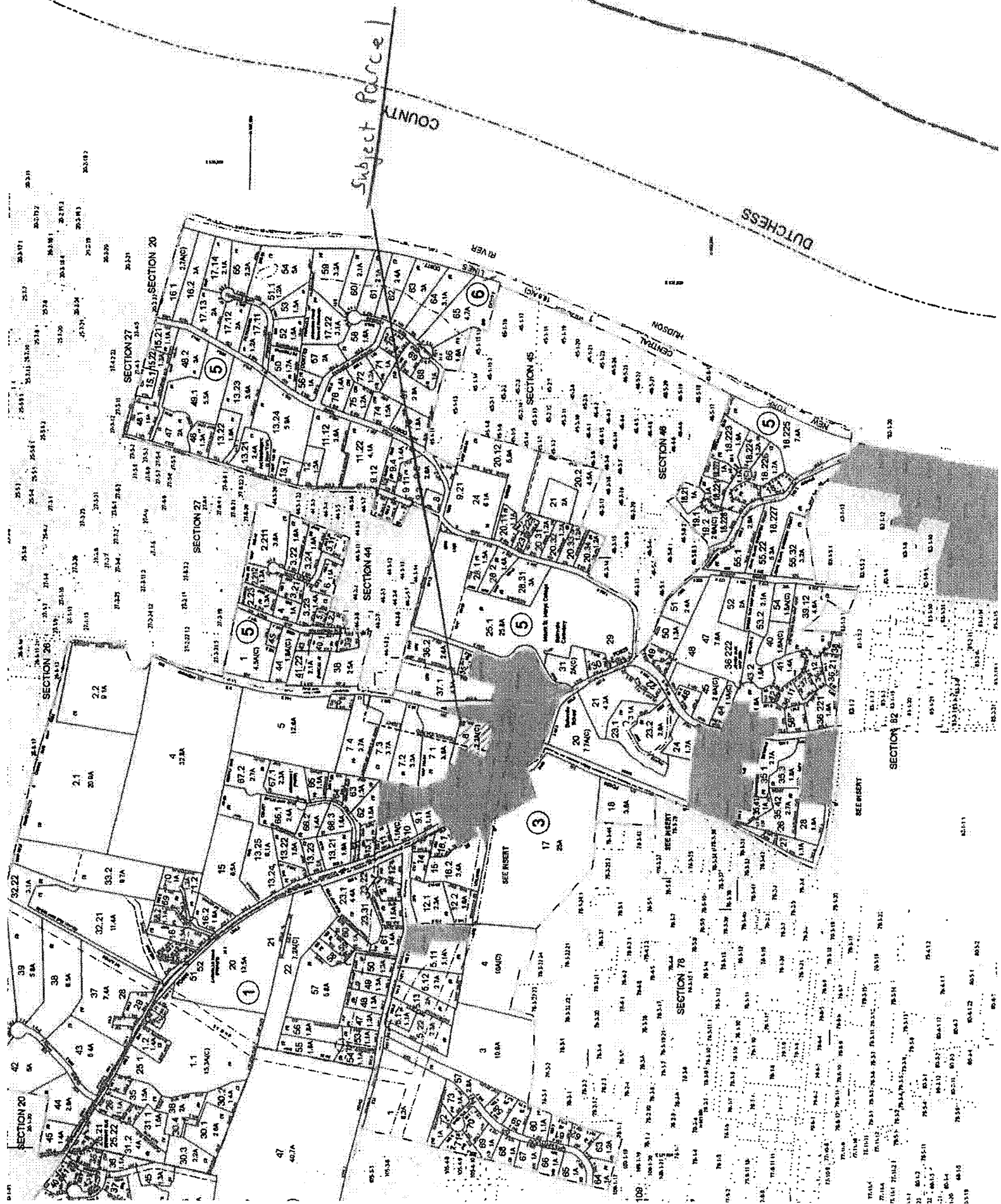
Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2023	43-1-8	\$ 272,000	\$ 272,000	21.59%	\$ 1,259,843	\$ 1,259,843	\$ -	County Town Highway Ambulance Fire-Mi Consol Lt Consol Wtr 1 Library School	10.653823 \$ 10.636920 \$ 5.000899 \$ 0.410000 \$ 4.606449 \$ 0.495289 \$ 1.539877 \$ 3.543244 \$ 68.550183 \$
2024	43-1-8	\$ 272,000	\$ 216,575	20.60%	\$ 1,320,388	\$ 1,051,335	\$ 55,425	County Town Highway Ambulance Fire-Mi Consol Lt Consol Wtr 1 Library School	10.393087 \$ 10.539649 \$ 5.094636 \$ 0.778229 \$ 4.558768 \$ 0.637386 \$ 1.540403 \$ 3.647780 \$ 70.343753 \$
2025	43-1-8	\$ 272,000	\$ 209,725	17.30%	\$ 1,572,254	\$ 1,212,283	\$ 62,275	County Town Highway Ambulance Fire-Mi Consol Lt Consol Wtr 1 Library School	11.627978 \$ 10.732036 \$ 5.112846 \$ 1.079118 \$ 5.006896 \$ 0.642054 \$ 1.599521 \$ 3.926343 \$ 74.390543 \$
								County Town Highway Ambulance Fire-Mi Consol Lt Consol Wtr 1 Library School	\$ 1,300.17 \$ 1,252.50 \$ 600.77 \$ 110.34 \$ 564.47 \$ 75.31 \$ 184.99 \$ 279.84 \$ 8,531.47

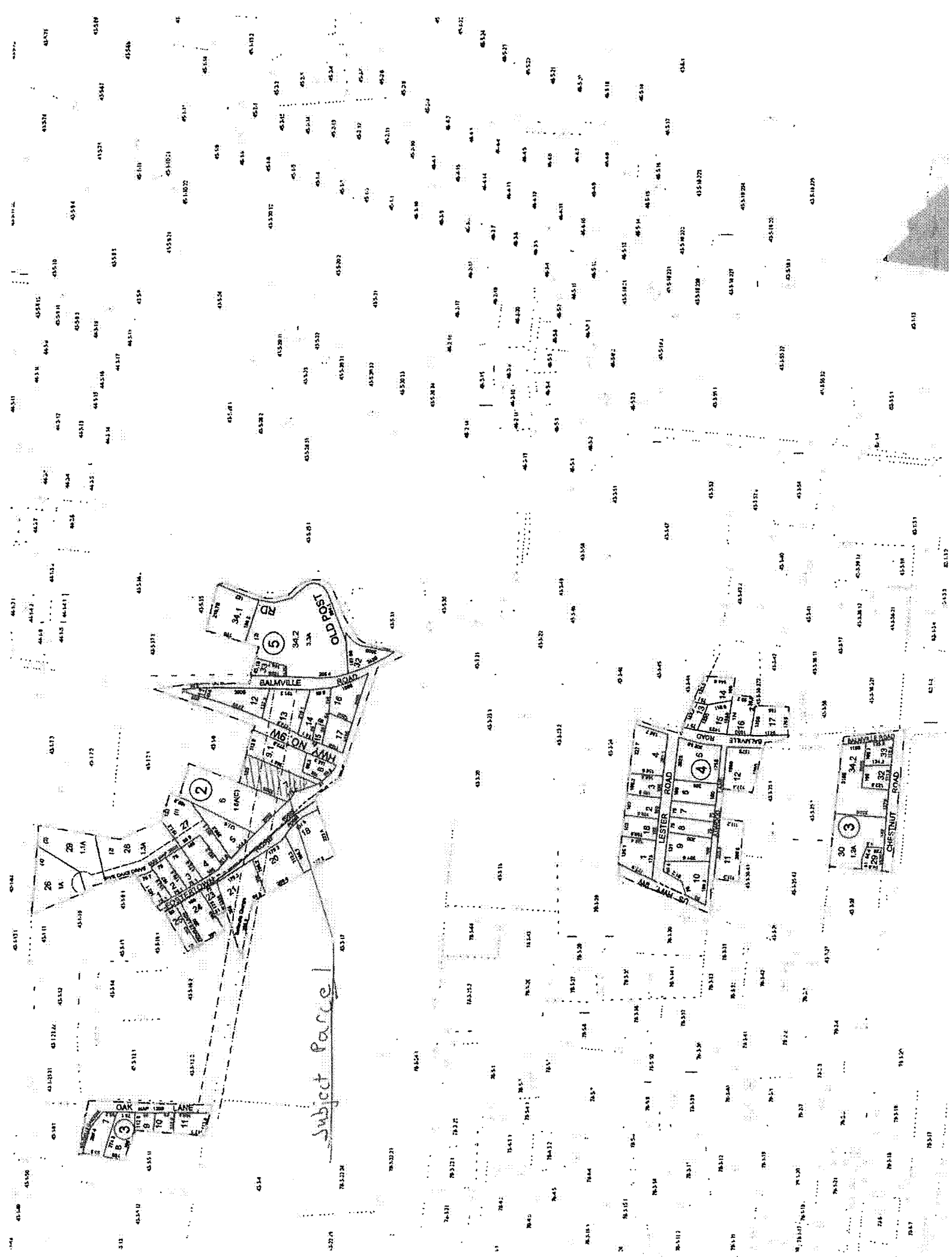
Economy Inn, Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2023	43-2-7	\$ 71,300	\$ 7,130	21.59%	\$ 330,245	\$ 33,025	\$ 64,170	County	\$ 10.653823
								Town	\$ 10.636920
								Highway	\$ 5.000899
								Ambulance	\$ 0.410000
								Fire-Mi	\$ 4.606449
								Consol Lt	\$ 0.495289
								Consol Wtr 1	\$ 1.539877
								Library	\$ 3.543244
								School	\$ 68.550183
2024	43-2-7	\$ 71,300	\$ 7,130	20.60%	\$ 346,117	\$ 34,612	\$ 64,170	County	\$ 10.393087
								Town	\$ 10.539649
								Highway	\$ 5.094636
								Ambulance	\$ 0.778229
								Fire-Mi	\$ 4.558768
								Consol Lt	\$ 0.637386
								Consol Wtr 1	\$ 1.540403
								Library	\$ 3.647780
								School	\$ 70.343753
2025	43-2-7	\$ 71,300	\$ 7,130	17.30%	\$ 412,139	\$ 41,214	\$ 64,170	County	\$ 11.627978
								Town	\$ 10.732036
								Highway	\$ 5.112846
								Ambulance	\$ 1.079118
								Fire-Mi	\$ 5.006896
								Consol Lt	\$ 0.642054
								Consol Wtr 1	\$ 1.599521
								Library	\$ 3.926343
								School	\$ 74.390543
								County	\$ 2.096.75
								Town	\$ 2.047.58
								Highway	\$ 975.92
								Ambulance	\$ 145.50
								Fire-Mi	\$ 909.42
								Consol Lt	\$ 113.88
								Consol Wtr1	\$ 300.30
								Library	\$ 713.40
								School	\$ 13,686.47

Economy Inn v. Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2023	43-2-7	\$ 71,300	\$ 71,300	21.59%	\$ 330,245	\$ 330,245	\$ -	County 10.653823	\$ -
								Town 10.636920	\$ -
								Highway 5.000899	\$ -
								Ambulance 0.410000	\$ -
								Fire-Mi 4.606449	\$ -
								Consol Lt 0.495289	\$ -
								Consol Wtr 1 1.539877	\$ -
								Library 3.543244	\$ -
								School 68.550183	\$ -
2024	43-2-7	\$ 71,300	\$ 71,300	20.60%	\$ 346,117	\$ 346,117	\$ -	County 10.393087	\$ -
								Town 10.539649	\$ -
								Highway 5.094636	\$ -
								Ambulance 0.778229	\$ -
								Fire-Mi 4.558768	\$ -
								Consol Lt 0.637386	\$ -
								Consol Wtr 1 1.540403	\$ -
								Library 3.647780	\$ -
								School 70.343753	\$ -
2025	43-2-7	\$ 71,300	\$ 71,300	17.30%	\$ 412,139	\$ 412,139	\$ -	County 11.627978	\$ -
								Town 10.732036	\$ -
								Highway 5.112846	\$ -
								Ambulance 1.079118	\$ -
								Fire-Mi 5.006896	\$ -
								Consol Lt 0.642054	\$ -
								Consol Wtr 1 1.599521	\$ -
								Library 3.926343	\$ -
								School 74.390543	\$ -





Orange County

Image Mate Online
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Commercial[Property Info](#)[Owner/Sales](#)[Inventory](#)[Improvements](#)[Tax Info](#)[Report](#)[Comparables](#)**Municipality of Newburgh**

SWIS:	334600	Tax ID:	43-1-8
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Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	5155 Route 9W		
Property Class:	415 - Motel	Site Property Class:	415 - Motel
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Not Applicable
Neighborhood:	40114 -	School District:	Newburg
Property Description:	Legal description not given for property		
Total Acreage/Size:	2.20	Equalization Rate:	----
Land Assessment:	2025 - \$75,600 2024 - \$75,600	Total Assessment:	2025 - \$272,000 2024 - \$272,000
Full Market Value:	2025 - \$1,572,300 2024 - \$1,320,400		
Deed Book:	2596	Deed Page:	1
Grid East:	625040	Grid North:	984909
Bank Code:	N/A		

Special Districts for 2025

Description	Units	Percent	Type	Value
AM010-Newburgh Ambulance	0	0%		0
LT004-Consol It	0	0%		0
WD001-Consol wtr 1	0	0%		0
FD025-Middlehope fire	0	0%		0

Special Districts for 2024

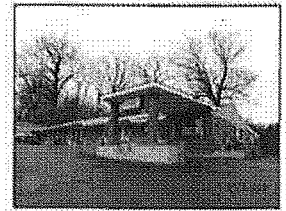
Description	Units	Percent	Type	Value
AM010-Newburgh Ambulance	0	0%		0
FD025-Middlehope fire	0	0%		0
LT004-Consol It	0	0%		0
WD001-Consol wtr 1	0	0%		0

Land Types

Type	Size
Primary	2.20 acres

Photographs

(Click on photo to enlarge it.)



01/25/2019-Photo

Photo 1 of 4

Documents

No documents found for this parcel

Maps[View Tax Map](#)[Pin Property on GIS Map](#)[View in Google Maps](#)[View in Bing Maps](#)[View in Near Map](#)[Map Disclaimer](#)

Orange County

Image Mate Online
[Navigation](#) [GIS Map](#) [Tax Maps](#) | [DTF Links](#)
[Help](#) [Contact Us](#) [Log In](#)
Commercial[Property Info](#)[Owner/Sales](#)[Inventory](#)[Improvements](#)[Tax Info](#)[Report](#)[Comparables](#)**Municipality of Newburgh**

SWIS:	334600	Tax ID:	43-1-8
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Ownership Information

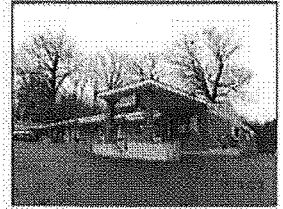
Name	Secondary Name	Address
Nilesh Corp		5155 Route 9W Newburgh NY 12550

Sale Information*No Sales Information Available***Historic Deed Information**

Book	Page	Prior Printkey
2596	00001	

Photographs

(Click on photo to enlarge it.)



01/25/2019-Photo

Photo 1 of 4

Documents

No documents found for this parcel

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Orange County

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[Navigation](#) [GIS Map](#) [Tax Maps](#) | [DTF Links](#)
[Help](#) [Contact Us](#) [Log In](#)
Residential[Property Info](#)[Owner/Sales](#)[Inventory](#)[Improvements](#)[Tax Info](#)[Report](#)[Comparables](#)**Municipality of Newburgh**

SWIS:	334600	Tax ID:	43-2-7
-------	--------	---------	--------

Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	22 Fostertown Rd		
Property Class:	210 - 1 Family Res	Site Property Class:	210 - 1 Family Res
Ownership Code:			
Site:	Res 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Raised Ranch
Neighborhood:	40114 -	School District:	Newburg
Property Description:	Legal description not given for property		
Total Acreage/Size:	176 x 350	Equalization Rate:	----
Land Assessment:	2025 - \$9,200 2024 - \$9,200	Total Assessment:	2025 - \$71,300 2024 - \$71,300
Full Market Value:	2025 - \$412,100 2024 - \$346,100		
Deed Book:	15828	Deed Page:	1844
Grid East:	624891	Grid North:	984747
Bank Code:	C130172		

Special Districts for 2025

Description	Units	Percent	Type	Value
WD001-Consol wtr 1	0	0%		0
FD025-Middlehope fire	0	0%		0
LT004-Consol It	0	0%		0
AM010-Newburgh Ambulance	0	0%		0

Special Districts for 2024

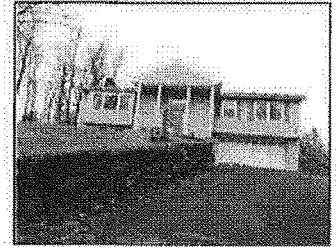
Description	Units	Percent	Type	Value
AM010-Newburgh Ambulance	0	0%		0
FD025-Middlehope fire	0	0%		0
LT004-Consol It	0	0%		0
WD001-Consol wtr 1	0	0%		0

Land Types

Type	Size
Primary	130 x 280

Photographs

(Click on photo to enlarge it.)



01/25/2019-Photo

Photo 1 of 3

**Documents**

No documents found for this parcel

Maps[View Tax Map](#)[Pin Property on GIS Map](#)[View in Google Maps](#)[View in Bing Maps](#)[View in Near Map](#)[Map Disclaimer](#)



Orange County

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Residential[Property Info](#)[Owner/Sales](#)[Inventory](#)[Improvements](#)[Tax Info](#)[Report](#)[Comparables](#)**Municipality of Newburgh**

SWIS:	334600	Tax ID:	43-2-7
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Ownership Information

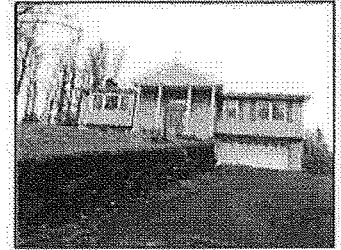
Name	Secondary Name	Address
Bhavnaben Samir Patel		5155 Route 9W Newburgh NY 12550

Sale Information

Sale Date	Price	Property Class	Sale Type	Prior Owner
12/9/2025	\$275,000	210 - 1 Family Res	Land & Building	Nilesh Corp
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	15828	1844

Photographs

(Click on photo to enlarge it.)



01/25/2019-Photo

Photo 1 of 3

**Documents**

No documents found for this parcel

Maps[View Tax Map](#)[Pin Property on GIS Map](#)[View in Google Maps](#)[View in Bing Maps](#)[View in Near Map](#)[Map Disclaimer](#)

DRAFT

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall;
1496 Route 300, in the Town of Newburgh,
Orange County, New York on the 11th day of
2026 7:00 o'clock p.m.

PRESENT: [redacted] related improvements located on a parcel of land at 5155 Route 9W (Section 43-Block 1-Lot 8) and a single family residence and related improvements located on a parcel of land at 22 Fostertown Road (Section 43-Block 2-Lot 7) on the tax assessment rolls for the tax years 2023, 2024 and 2025; and

Gilbert J. Piaquadio, Supervisor

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

Mary L. McLymore, Councilmember

Mary Lou Carolan, Councilmember

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:

SBL #43-1-8 and 43-2-7
ECONOMY INN (5155 ROUTE 9W AND
22 FOSTERTOWN ROAD)
INDEX NUMBERS EF004628-2023,
EF005756=2024 and EF006704-2025

Councilman/member [redacted] presented the following resolution which was seconded
by Councilman/member [redacted].

WHEREAS, Economy Inn. (the "Petitioner") has instituted proceedings under Article 7 of
the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the
assessment of real property in the Town of Newburgh, Orange County, New York, consisting of a
motel and related improvements located on a parcel of land at 5155 Route 9W (Section 43-Block 1-
Lot 8) and a single family residence and related improvements located on a parcel of land at 22
Fostertown Road (Section 43-Block 2-Lot 7) on the tax assessment rolls for the tax years 2023,
2024 and 2025; and

WHEREAS, special counsel to the Town, Cathy L. Drobny Esq., PLLC, has negotiated a
settlement of the proceedings with the Petitioner, the terms of which are embodied in a proposed
Consent Order and Judgment annexed hereto and recommended that the Town Board authorize the
settlement; and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best
interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and
directs Cathy L. Drobny Esq., PLLC to execute and deliver the Consent Order on behalf of the
Town; and

BE IT FURTHER RESOLVED, that Cathy L. Drobny Esq. PLLC, the Supervisor, the
Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to
take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in
the name of and on behalf of the Town, all such certificates, documents and papers as may be

necessary to effectuate and carry out the settlement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Mary L. McLymore, Councilmember</u>	<u>voting</u>
<u>Mary Lou Carolan, Councilmember</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

DEED

WITNESSES

Subscribed and sworn to before me this _____ day of _____, 2006.

Notary Public for the State of New York

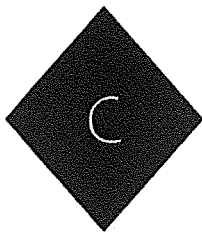
My Commission Expires on _____

Mary L. McLymore, Councilmember

Mary Lou Carolan, Councilmember

Witness my hand and the seal of my office this _____ day of _____, 2006.

Notary Public for the State of New York
My Commission Expires on _____
My Office is located at _____
_____ AND



CATHY L. DROBNY, ESQ., PLLC

#9A

26 Century Hill Drive, Suite 203
Latham, New York 12110
Tel: (518) 944-4011

April 21, 2026

VIA E-MAIL - mtaylor@riderweiner.com

Mark C. Taylor, Esq.
Rider, Weiner & Frankel, P.C.
655 Little Britain Road
Windsor, New York 12553

Re: Economy Inn v. Town of Newburgh
Index Nos. EF004628-2023; EF005756-2024; EF006704-2025

Dear Mr. Taylor:

Attached please find the proposed Consent Order & Judgment relative to the above-referenced proceedings. There are currently three years pending (2023, 2024, 2025) on the subject properties, which are a 26-unit motel and a one family residence. The residence is located at 22 Fostertown Road (Tax Map #43-2-7) and is assessed at \$71,300, which equates to a FMV ranging from \$330,200 to \$412,100 for the years under review. The motel, located at 5155 Rt. 9W (Tax Map #43-1-8), is assessed at \$272,000, which equates to a FMV ranging from \$1,259,800 to \$1,572,300. After a review of the subject properties, comparable properties, the occupancy of the motel and the I & E for the years under review, this settlement was negotiated.

The proposed settlement discontinues all of the proceedings for the one family residence. The 2023 proceeding for the motel is discontinued, the 2024 assessment is reduced to \$216,575 (FMV \$1,051,335) and 2025 assessment is reduced to \$209,725 (FMV \$1,212,283). The 2025 reduced assessed value will be held for 2026, 2027 and 2028 pursuant to RPTL §727, subject to the statutory exceptions. Molly Carhart and I feel that this is a fair settlement.

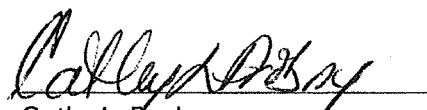
We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Please advise me once the Resolution passes and I will sign the original Consent Judgment.

I have also attached for your review a copy of the refund liability chart that shows the potential liability and the proposed settlement.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

By:


Cathy L. Drobny
cldrobny@outlook.com

Attachments

cc: Gilbert Piaquadio, Supervisor
Molly Carhart, Assessor

File 0008-0103

At a Special Condemnation and Tax
Certiorari Term of the Supreme Court of the
State of New York, held in and for the County of
Orange, Goshen, New York, on the
day of , 20 .

P R E S E N T :

HON. E. LOREN WILLIAMS,

Justice

In the Matter of

ECONOMY INN,

Petitioner,

-against-

THE BOARD OF ASSESSORS AND/OR THE ASSESSOR
OF THE TOWN OF NEWBURGH AND THE BOARD OF
ASSESSMENT REVIEW,

Respondents.

And

NEWBURGH ENLARGED CITY SCHOOL DISTRICT,

Respondent-Intervenor.

**CONSENT ORDER
& JUDGMENT**

Index No.
EF004628-2023
EF005756-2024
EF006704-2025

Assessment
Year
2023
2024
2025

Tax Map Nos.:
43-1-8
43-2-7

The above petitioner having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of Newburgh for the assessment years 2023 through 2025, upon certain real property constituting the following assessment parcels and designated as Tax Map Nos. 43-1-8 and 43-2-7, on the official Assessment Map of the Town of Newburgh, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by JENNIFER D. HOWER, ESQ. of HERMAN KATZ LLP, and the respondents having appeared by CATHY L. DROBNY, ESQ. of CATHY L. DROBNY, ESQ., PLLC, Counsel for the Town of Newburgh and the respondent-intervenor

having appeared by IRA S. LEVY, ESQ. of SHAW ,PERELSON, MAY & LAMBERT, LLP, and the parties having made their settlement, it is

ORDERED, that the assessments on the above-referenced property be and the same are hereby reduced, corrected and fixed for the assessment year as follows:

Section 43, Block 1, Lot 8

ASSESSMENT YEAR	COUNTY/ TOWN TAX YEAR	SCHOOL TAX YEAR	ORIGINAL ASSESSMENT	REDUCTION	FINAL ASSESSMENT
2023	2024	2023/24	\$272,000	\$ -0-	\$272,000
2024	2025	2024/25	\$272,000	\$55,425	\$216,575
2025	2026	2025/26	\$272,000	\$62,275	\$209,725

Section 43, Block 2, Lot 7

ASSESSMENT YEAR	COUNTY/ TOWN TAX YEAR	SCHOOL TAX YEAR	ORIGINAL ASSESSMENT	REDUCTION	FINAL ASSESSMENT
2023	2024	2023/24	\$71,300	\$ -0-	\$71,300
2024	2025	2024/25	\$71,300	\$ -0-	\$71,300
2025	2026	2025/26	\$71,300	\$ -0-	\$71,300

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Newburgh Enlarged City School District of the Town of Newburgh the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the

taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and are hereby directed and authorized to audit, allow and to pay to the petitioner the amount, if any, of State, County, Town, Judiciary, Sewer District and any special taxes paid by the petitioner as taxes against said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within ninety (90) days from the date of service of a copy of this judgment with Notice of Entry, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the Town of Newburgh and/or the Commission of Finance for Orange County, and/or any of the various taxing authorities, be made by check or draft payable to the order of HERMAN KATZ LLP, as attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED AND DIRECTED, that the terms of R.P.T.L. §727 shall apply to this settlement with respect to the 2026, 2027 and 2028 assessments years, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

CATHY L. DROBNY, ESQ., PLLC
Attorneys for Respondents

By: CATHY L. DROBNY, ESQ.
26 Century Hill Drive, Suite 203
Latham, NY 12110
(518) 944-4011
cldrobnny@outlook.com

HERMAN KATZ LLP
Attorneys for Petitioner



By: JENNIFER D. HOWER, ESQ.
538 Broadhollow Road, Suite 307
Melville, NY 11747
(631) 501-5011
jhower@hermankatz.com

SHAW, PERELSON, MAY & LAMBERT, LLP
Attorneys for Respondent-Intervenor

BY: IRA S. LEVY, ESQ.
115 Stevens Avenue
Valhalla, NY 10595
(914) 741-9870
ilevy@shawperelson.com

Economy Inn v Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2023	43-2-7	\$ 71,300	\$ 7,130	21.59%	\$ 330,245	\$ 33,025	\$ 64,170	County 10.653823 \$ 683.66 Town 10.636920 \$ 682.57 Highway 5.000899 \$ 320.91 Ambulance 0.410000 \$ 26.31 Fire-Mi 4.606449 \$ 295.60 Consol Lt 0.495289 \$ 31.78 Consol Wtr 1 1.539877 \$ 98.81 Library 3.543244 \$ 227.37 School 68.550183 \$ 4,398.87	
2024	43-2-7	\$ 71,300	\$ 7,130	20.60%	\$ 346,117	\$ 34,612	\$ 64,170	County 10.393087 \$ 666.92 Town 10.539649 \$ 676.33 Highway 5.094636 \$ 326.92 Ambulance 0.778229 \$ 49.94 Fire-Mi 4.558768 \$ 292.54 Consol Lt 0.637386 \$ 40.90 Consol Wtr 1 1.540403 \$ 98.85 Library 3.647780 \$ 234.08 School 70.343753 \$ 4,513.96	
2025	43-2-7	\$ 71,300	\$ 7,130	17.30%	\$ 412,139	\$ 41,214	\$ 64,170	County 11.627978 \$ 746.17 Town 10.732036 \$ 688.67 Highway 5.112846 \$ 328.09 Ambulance 1.079118 \$ 69.25 Fire-Mi 5.006896 \$ 321.29 Consol Lt 0.642054 \$ 41.20 Consol Wtr 1 1.599521 \$ 102.64 Library 3.926343 \$ 251.95 School 74.390543 \$ 4,773.64	
								County \$ 2,096.75 Town \$ 2,047.58 Highway \$ 975.92 Ambulance \$ 145.50 Fire-Mi \$ 909.42 Consol Lt \$ 113.88 Consol Wtr1 \$ 300.30 Library \$ 713.40 School \$ 13,686.47	

Economy Inn v. Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2023	43-2-7	\$ 71,300	\$ 71,300	21.59%	\$ 330,245	\$ 330,245	\$ -	County 10.653823	\$ -
								Town 10.636920	\$ -
								Highway 5.000899	\$ -
								Ambulance 0.410000	\$ -
								Fire-Mi 4.606449	\$ -
								Consol Lt 0.495289	\$ -
								Consol Wtr 1 1.539877	\$ -
								Library 3.543244	\$ -
								School 68.550183	\$ -
2024	43-2-7	\$ 71,300	\$ 71,300	20.60%	\$ 346,117	\$ 346,117	\$ -	County 10.393087	\$ -
								Town 10.539649	\$ -
								Highway 5.094636	\$ -
								Ambulance 0.778229	\$ -
								Fire-Mi 4.558768	\$ -
								Consol Lt 0.637386	\$ -
								Consol Wtr 1 1.540403	\$ -
								Library 3.647780	\$ -
								School 70.343753	\$ -
2025	43-2-7	\$ 71,300	\$ 71,300	17.30%	\$ 412,139	\$ 412,139	\$ -	County 11.627978	\$ -
								Town 10.732036	\$ -
								Highway 5.112846	\$ -
								Ambulance 1.079118	\$ -
								Fire-Mi 5.006896	\$ -
								Consol Lt 0.642054	\$ -
								Consol Wtr 1 1.599521	\$ -
								Library 3.926343	\$ -
								School 74.390543	\$ -

Economy Inn v Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2023	43-1-8	\$ 272,000	\$ 27,200	21.59%	\$ 1,259,843	\$ 125,984	\$ 244,800	County 10.653823 \$ 2,608.06 Town 10.636920 \$ 2,603.92 Highway 5.000899 \$ 1,224.22 Ambulance 0.410000 \$ 100.37 Fire-Mi 4.606449 \$ 1,127.66 Consol Lt 0.495289 \$ 121.25 Consol Wtr 1 1.539877 \$ 376.96 Library 3.543244 \$ 867.39 School 68.550183 \$ 16,781.08	
2024	43-1-8	\$ 272,000	\$ 27,200	20.60%	\$ 1,320,388	\$ 132,039	\$ 244,800	County 10.393087 \$ 2,544.23 Town 10.539649 \$ 2,580.11 Highway 5.094636 \$ 1,247.17 Ambulance 0.778229 \$ 190.51 Fire-Mi 4.558768 \$ 1,115.99 Consol Lt 0.637386 \$ 156.03 Consol Wtr 1 1.540403 \$ 377.09 Library 3.647780 \$ 892.98 School 70.343753 \$ 17,220.15	
2025	43-1-8	\$ 272,000	\$ 27,200	17.30%	\$ 1,572,254	\$ 157,225	\$ 244,800	County 11.627978 \$ 2,846.53 Town 10.732036 \$ 2,627.20 Highway 5.112846 \$ 1,251.62 Ambulance 1.079118 \$ 264.17 Fire-Mi 5.006896 \$ 1,225.69 Consol Lt 0.642054 \$ 157.17 Consol Wtr 1 1.599521 \$ 391.56 Library 3.926343 \$ 961.17 School 74.390543 \$ 18,210.80	
								County \$ 7,998.81	
								Town \$ 7,811.23	
								Highway \$ 3,723.01	
								Ambulance \$ 555.05	
								Fire-Mi \$ 3,469.33	
								Consol Lt \$ 434.45	
								Consol Wtr1 \$ 1,145.62	
								Library \$ 1,984.59	
								School \$ 52,212.04	

Economy Inn v Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2023	43-1-8	\$ 272,000	\$ 272,000	21.59%	\$ 1,259,843	\$ 1,259,843	\$ -	County 10.653823 \$ Town 10.636920 \$ Highway 5.000899 \$ Ambulance 0.410000 \$ Fire-Mi 4.606449 \$ Consol Lt 0.495289 \$ Consol Wtr 1 1.539877 \$ Library 3.543244 \$ School 68.550183 \$	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -
2024	43-1-8	\$ 272,000	\$ 216,575	20.60%	\$ 1,320,388	\$ 1,051,335	\$ 56,425	County 10.393087 \$ Town 10.539649 \$ Highway 5.094636 \$ Ambulance 0.778229 \$ Fire-Mi 4.558768 \$ Consol Lt 0.637386 \$ Consol Wtr 1 1.540403 \$ Library 3.647780 \$ School 70.343753 \$	\$ 576.04 \$ 584.16 \$ 282.37 \$ 43.13 \$ 252.67 \$ 35.33 \$ 85.38 \$ 202.18 \$ 3,898.80
2025	43-1-8	\$ 272,000	\$ 209,725	17.30%	\$ 1,572,254	\$ 1,212,283	\$ 62,275	County 11.627978 \$ Town 10.732036 \$ Highway 5.112846 \$ Ambulance 1.079118 \$ Fire-Mi 5.006896 \$ Consol Lt 0.642054 \$ Consol Wtr 1 1.599521 \$ Library 3.926343 \$ School 74.390543 \$	\$ 724.13 \$ 668.34 \$ 318.40 \$ 67.20 \$ 311.80 \$ 39.98 \$ 99.61 \$ 244.51 \$ 4,632.67
								County 1.300.17 \$ Town 1.282.50 \$ Highway 600.77 \$ Ambulance 110.34 \$ Fire-Mi 564.47 \$ Consol Lt 75.31 \$ Consol Wtr 1 184.99 \$ Library 279.84 \$ School 8,531.47 \$	



9B
Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

ATTORNEY CLIENT PRIVILEGED

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF 2025 TAX CERTIORARI
RCG-NEWBURGH PM LLC
(82 N. PLANK ROAD)
OUR FILE NO. 800.24

DATE: APRIL 21, 2026

Enclosed are copies of a letter from Cathy Drobny, Esq. regarding the above referenced proposed settlement, a proposed Consent Judgment and charts showing the claimed refund liability and the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Also enclosed is a copy of the tax map showing the location on North Plank Road and Noel Drive of the tax parcel which is the subject of the proceedings. It contains a 17,961 square foot two unit commercial building and related improvements. One unit is occupied by Walgreens and the other is currently vacant.

The settlement provides for a reduction for the 2025 roll in Assessed Value of \$284,472 from \$1,129,500 to \$845,028. The \$845,028 settled Assessed Value translates to a Fair Market Value of \$4,884,555 which equals the purchase price paid for the property in March, 2025. The 2025 Assessed Value will hold for the 2026, 2027 and 2028 assessment rolls pursuant to the provisions of RPTL Section 727, subject to the statutory exceptions.

The charts indicates that the refund liability for the Town (including Highway but not including special districts and the Fire District) will be approximately \$4,507.42 versus claimed refund liability of approximately \$13,422.60. The Cronomer Valley Fire District's refund liability under the settlement will be approximately \$1,682.61. The Newburgh School District's refund liability will be approximately \$21,162.03, with an additional Library refund of approximately \$1,116.93. The School District's attorneys will also be signatories to the Consent Judgment.

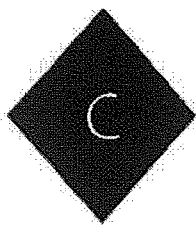
Also attached is a proposed resolution which would authorize the Settlement.

MCT/sel

Enc.

cc: Lisa M. Vance Ayers, Town Clerk
Molly Carhart, Assessor (via e-mail)
Joseph P. Pedi, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Cathy L. Drobny, Esq. (via e-mail)

RIDER, WEINER & FRANKEL, P.C.
P.O. BOX 2280, NEWBURGH, NY 12550
TELEPHONE: 845-562-9100 ~ FAX: 845-562-9126



CATHY L. DROBNY, ESQ., PLLC

26 Century Hill Drive, Suite 203
Latham, New York 12110
Tel: (518) 944-4011

April 7, 2026

VIA E-MAIL - mtaylor@riderweiner.com

Mark C. Taylor, Esq.
Rider, Weiner & Frankel, P.C.
655 Little Britain Road
Windsor, New York 12553

Re: RCG-Newburgh PM LLC v. Town of Newburgh
Index No. EF00716720-2025

Dear Mr. Taylor:

Attached please find the proposed Consent Judgment relative to the above-referenced proceeding. There is currently one year pending (2025). The subject property, located at 82 N Plank Road (tax map #77-2-3.2), is a 17,961 two-unit retail center. One unit is occupied by Walgreen's, the other unit is vacant. The property was sold in March 2025 for \$4,884,555. The 2025 assessment is \$1,129,500, which equates to a FMV of \$6,528,900. After a review of the subject property, the occupancy and the sale, this settlement was negotiated.

The proposed settlement reduces the 2025 assessed value to \$845,028 (FMV \$4,884,555) which will be held for 2026, 2027 and 2028 pursuant to RPTL §727, subject to the statutory exceptions. Molly Carhart and I feel that this is a fair settlement.

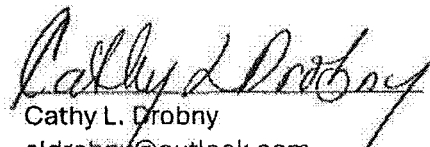
We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Please advise me once the Resolution passes and I will sign the original Consent Judgment.

I have also attached for your review a copy of the refund liability chart that shows the potential liability and the proposed settlement.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

By:


Cathy L. Drobny
cldrobny@outlook.com

Attachments

cc: Gilbert Piaquadio, Supervisor (supervisor@townofnewburgh.org)
Molly Carhart, Assessor (assessor@townofnewburgh.org)

At an IAS Term of the Supreme
Court of the State of New York
held in and for the County of
Orange in Goshen, New York on
the day of , 2026.

P R E S E N T:

HON.

Justice.

-----X

In the Matter of the Application of:

RCG-NEWBURGH PM LLC,

Petitioner,

-against-

THE BOARD OF ASSESSORS AND/OR THE
ASSESSOR OF THE TOWN OF NEWBURGH
AND THE BOARD OF ASSESSMENT REVIEW,

Respondents.

-and-

NEWBURGH ENLARGED CITY SCHOOL
DISTRICT,

Intervenor-Respondent :

For Review Under Article 7 of RPTL.

-----X

CONSENT JUDGMENT

<u>Assessment</u>	<u>Index No.</u>
<u>Year</u>	
2025	EF00716720

Tax Map No.: 77-2-3.2

S.D.: 331100
NEWBURGH ENLARGED
CITY SCHOOL DISTRICT

The above petitioners having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of Newburgh for the assessment year 2025 upon certain real property designated as Tax Map No. 77-2-3.2 on the Official Assessment Map of the Town of Newburgh, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by Ryan C. Hild, Esq., of FARRELL FRITZ, P.C., and the

respondents having appeared by Cathy L. Drobny, Esq., of CATHY L. DROBNY, ESQ., PLLC, and the Intervenor-Respondent having appeared by Ira S. Levy, Esq., of Counsel to Shaw, Perelson, May & Lambert, LLP, the parties having made their settlement, it is

ORDERED, that the assessment on the above referenced property be and the same is hereby reduced, corrected and fixed for the assessment year as follows:

Assessment Roll	Original Assessed Value	Amount of Reduction	Final Assessed Value
2025	\$1,129,500	\$284,472	\$845,028

and so reduced and confirmed, it is further

ORDERED, that the proceedings pertaining to Index No. 0071672025, Tax Map No. 77-2-3.2 for tax year 2025/26 is hereby settled, and it is further

ORDERED, that the provisions of RPTL § 727, shall apply to this proceeding and the assessed value for the 2026, 2027, and 2028 assessment years shall be \$845,028 subject to the statutory exceptions and Article 7 proceeding, and it is further

ORDERED, that the officer or officers having custody of said assessment roll upon which the above-mentioned assessment and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls opposite said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to FARRELL FRITZ, P.C., as attorneys for petitioner, by the Town of Newburgh, the amount, paid by petitioner for the above tax years as Town taxes against the original assessment in excess of what the taxes would have been if the assessments had been made upon the reduced assessed valuation, with interest pursuant to statute, except in the event that the refund of taxes is paid within 60 days from the date of service of a certified copy of Court Order with Notice of Entry, then interest is waived, and it is further

ORDERED, that there shall be audited, allowed and paid to FARRELL FRITZ, P.C., as attorneys for petitioner, by the Newburgh Enlarged City School District, the overpayment of the School taxes paid by petitioner for the above assessment years in excess of what the taxes would have been if the assessments had been made upon the reduced assessed valuation as ordered, with interest pursuant to statute, except in the event that the refund of taxes is paid within 60 days from the date of service of a certified copy of a Court Order with Notice of Entry, then interest is waived, and it is further

ORDERED, that the Commissioner of Finance, on behalf of the County Legislator of the County of Orange, be and are hereby directed and authorized to audit, allow and pay to FARRELL FRITZ, P.C., as attorneys for petitioner, the amounts, of County and all special district taxes and assessments paid by petitioner for the above assessment years in excess of what the taxes would have been if the said assessments had been made as determined by this order, with interest pursuant to statute, except in the event that the refund of taxes is paid within 60 days from the date of service of a certified copy of Court Order with Notice of Entry, and proof of payment of taxes, then interest is waived, and it is further

ORDERED, that the Commissioner of Finance of Orange County be served with a copy of this judgment with notice of entry, together with proof of payment of State, County, Judiciary, Sewer and any other Orange County special district taxes, and it is further,

ORDERED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York, except that in the event the refund of taxes is paid within sixty (60) days from the date of service of a copy of this judgment with Notice of Entry, then interest is waived, together with the amounts of interest and penalties, if any, paid on the excess of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED, that all tax refunds hereinabove directed to be made are to be made by respondent, the Town of Newburgh and/or any of the various taxing authorities, be made by check or draft payable to the order of FARRELL FRITZ, P.C., as attorneys for the petitioner, who are

to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475, and it is further

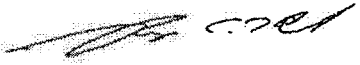
ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued with prejudice.

ENTER,

J.S.C.

SIGNING AND ENTRY OF THE
WITHIN ORDER IS HEREBY
CONSENTED TO:

FARRELL FRITZ, P.C.


By: _____
Ryan C. Hild, Esq.
Attorneys for Petitioner
400 RXR Plaza
Uniondale, New York 11556
rhild@farrellfritz.com

CATHY L. DROBNY, ESQ., PLLC

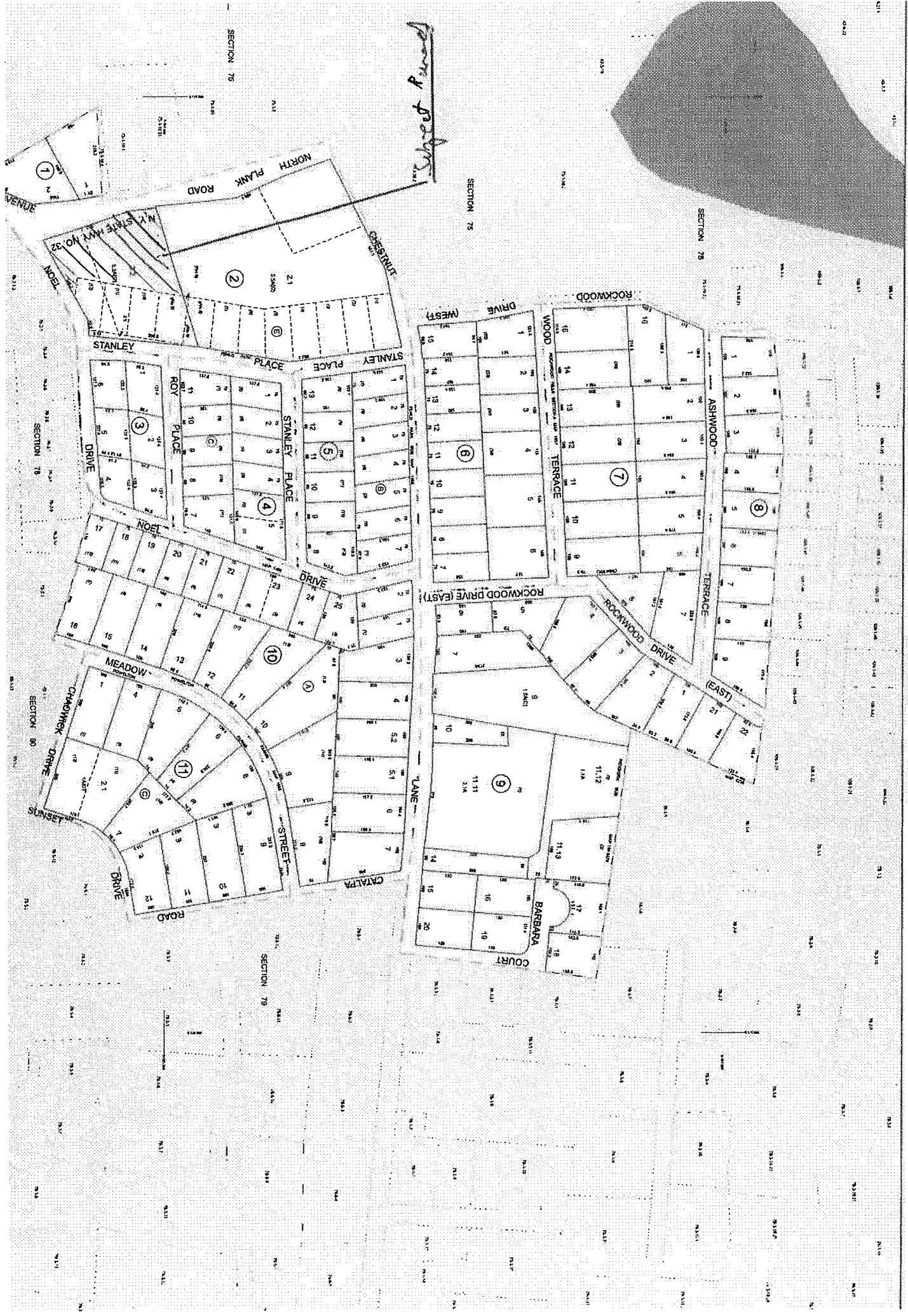
By: _____
Cathy L. Drobny, Esq.
Attorneys for Respondent
26 Century Hill Drive, # 203
Latham, NY 12110
cldrobny@outlook.com

SHAW PERELSON MAY & LAMBERT, LLP

By: _____
Ira S. Levy, Esq.
115 Stevens Avenue
Valhalla, NY 10595
ilevy@shawperelson.com

RCC Newburgh a P.M.I. Co. Newburgh

[illegible]



West Road

SECTION 75

SECTION 76

SECTION 79

SECTION 80

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Orange County



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Commercial

[Property Info](#)[Owner/Sales](#)[Inventory](#)[Improvements](#)[Tax Info](#)[Report](#)[Comparables](#)

Municipality of Newburgh

SWIS:	334600	Tax ID:	77-2-3.2
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Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	84 N Plank Rd		
Property Class:	456 - Medium Retail	Site Property Class:	456 - Medium Retail
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Not Applicable
Neighborhood:	40414 -	School District:	Newburg
Property Description:	Lts 10,11 Pt Lts 9&12Blk E Fenlo Park Map 1468 & Parcel		
Total Acreage/Size:	2.20	Equalization Rate:	----
Land Assessment:	2025 - \$239,500 2024 - \$239,500	Total Assessment:	2025 - \$1,129,500 2024 - \$1,129,500
Full Market Value:	2025 - \$6,528,900 2024 - \$5,483,000		
Deed Book:	15714	Deed Page:	970
Grid East:	619985	Grid North:	981384
Bank Code:	N/A		

Special Districts for 2025

Photographs

No Photo Available

Documents

No documents found for this parcel

Maps

[View Tax Map](#)[Pin Property on GIS Map](#)[View in Google Maps](#)[View in Bing Maps](#)[View in Near Map](#)[Map Disclaimer](#)

Description	Units	Percent	Type	Value
AM010-Newburgh Ambulance	0	0%		0
LT004-Consol It	0	0%		0
WD001-Consol wtr 1	0	0%		0
WD002-Consol wtr 2	0	0%		0
FD008-Cronomer vly fire	0	0%		0
Special Districts for 2024				
Description	Units	Percent	Type	Value
AM010-Newburgh Ambulance	0	0%		0
FD008-Cronomer vly fire	0	0%		0
LT004-Consol It	0	0%		0
WD001-Consol wtr 1	0	0%		0
WD002-Consol wtr 2	0	0%		0
Land Types				
Type			Size	
Primary			2.20 acres	

Orange County



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Commercial

[Property Info](#)[Owner/Sales](#)[Inventory](#)[Improvements](#)[Tax Info](#)[Report](#)[Comparables](#)

Municipality of Newburgh

SWIS:	334600	Tax ID:	77-2-3.2
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Ownership Information

Name	Secondary Name	Address
RCG-Newburgh PM, LLC		3060 Peachtree Rd NW Ste 400 Atlanta GA 30305

Sale Information

Sale Date	Price	Property Class	Sale Type	Prior Owner
3/25/2025	\$4,884,555	456 - Medium Retail	Land & Building	ARG WGNEWNY001, LLC
	Value Usable	Arms Length	Deed Book	Deed Page
	Yes	Yes	15714	970

Sale Date	Price	Property Class	Sale Type	Prior Owner
4/29/2022	\$7,712,265	453 - Large retail	Land & Building	Cole MT Newburgh NY, LLC
	Value Usable	Arms Length	Deed Book	Deed Page
	Yes	Yes	15308	141

Sale Date	Price	Property Class	Sale Type	Prior Owner
9/16/2013	\$9,400,000	453 - Large retail	Land & Building	Paum Sales Corp

Photographs

No Photo Available

Documents

No documents found for this parcel

Maps

[View Tax Map](#)[Pin Property on GIS Map](#)[View in Google Maps](#)[View in Bing Maps](#)[View in Near Map](#)[Map Disclaimer](#)

	Value Usable	Arms Length	Deed Book	Deed Page
	No	Yes	13663	366
Sale Date	Price	Property Class	Sale Type	Prior Owner
11/14/2011	\$8,800,000	453 - Large retail	Land & Building	Sembler/Treasure New York
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	13253	84
Historic Deed Information				
Book	Page	Prior Printkey		
15714	970			
15308	141			
13663	366			
13253	84			
		77-2-3		
12655	685			
4915	107			

DRAFT

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall,
1496 Route 300, in the Town of Newburgh,
Orange County, New York on the ___th day of
_____, 2026 7:00 o'clock p.m.

PRESENT:

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #77-2-3.2
RCG-NEWBURGH PM LLC (82
NORTH PLANK ROAD)
INDEX NUMBER EF00716720-2025

Councilman/member _____ presented the following resolution which was seconded
by Councilman/member _____.

WHEREAS, RCG-NEWBURGH PM LLC. (the "Petitioner") has instituted proceedings
under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and
reduction of the assessment of real property in the Town of Newburgh, Orange County, New York,
consisting of a two unit commercial building and related improvements located on a parcel of land at
82 North Plank Road (Route 32) (Section 77-Block 2-Lot 3.2) on the tax assessment roll for the tax
year 2025; and

WHEREAS, special counsel to the Town, Cathy L. Drobny Esq., PLLC, has negotiated a
settlement of the proceedings with the Petitioner, the terms of which are embodied in a proposed
Consent Judgment annexed hereto and recommended that the Town Board authorize the settlement;
and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best
interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and
directs Cathy L. Drobny Esq., PLLC to execute and deliver the Consent Judgment on behalf of the
Town; and

BE IT FURTHER RESOLVED, that Cathy L. Drobny Esq. PLLC, the Supervisor, the
Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to
take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in
the name of and on behalf of the Town, all such certificates, documents and papers as may be
necessary to effectuate and carry out the settlement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

	voting
	voting
	voting
	voting
	voting

The resolution was thereupon declared duly adopted.

#9C

PAYMENT IN LIEU OF TAXES AGREEMENT FOR SOLAR ENERGY SYSTEMS

By and between

TOWN OF NEWBURGH, NEW YORK

and

MOUNTAIN GARDENS, LLC

Dated as of May ____, 2026

RELATING TO THE PREMISES LOCATED AT 84 LAKESIDE ROAD (TAX
MAP 86-1-96) IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK.

**PAYMENT IN LIEU OF TAXES AGREEMENT FOR SOLAR ENERGY
SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, by and between MOUNTAIN GARDENS, LLC ("**Owner**"), a New York limited liability company, with a principal place of business at 597 Grand Avenue, Newburgh, New York 12550; and the TOWN OF NEWBURGH, Orange County, New York (the "**Town**"), a municipal corporation duly established with a principal place of business at 1496 Route 300, Newburgh, New York, 12550. Owner and the Town are collectively referred to in this Agreement as the "**Parties**" and are individually referred to as a "**Party**".

RECITALS

WHEREAS, Owner has submitted a Notice of Intent ("**NOI**") to the Town that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("**RPTL**") Section 487(1)(b) (herein the "**Project**") with an expected nameplate capacity ("**Capacity**") of approximately 3.96 megawatts AC on a parcel of land located within the Town at 84 Lakeside Drive, Town of Newburgh, Orange County, New York and identified as SBL # 86-1-96-2, as more particularly described in Exhibit A (herein the "**Property**"); and;

WHEREAS, the Town has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487(9)(a), the Town has indicated its intent to require a Payment-in-Lieu-of-Taxes ("**PILOT**") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Town for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town an RP-487 Application for Tax Exemption of Solar Energy Systems demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on the exempt portion of the assessment roll or otherwise treated as exempt and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents and covenants that, as of the date of this Agreement:

i. The Owner is a duly organized, and validly existing New York limited liability

company authorized to do business in the State of New York, has the requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

- ii. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.
- iii. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government ("**Taxing Jurisdiction**") or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound.
- iv. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Town hereby represents and covenants that, as of the date of this Agreement:

- i. It is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
- ii. All necessary action has been taken to authorize the Town's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Town's legal, valid, and binding obligation enforceable against it in accordance with its terms.
- iii. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Town except such as have been or will be duly obtained or made.
- iv. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against

April 21, 2026

the Town, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Town's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes, Term.

- (a) Tax-Exempt Status of the Project Facility. A Real Property Tax Exemption Form (RP-487) has or will be filed with the Assessor responsible for the Town. The parties agree that the Project is eligible for exemption pursuant to RPTL §487(4). This Agreement is subject to receipt and approval of the RP-487 Application by the Town Assessor.
- (b) Term. Pursuant to RPTL §487, the Parties hereby agree that the Project shall be placed by the Town as exempt upon the assessment rolls of the Town for a period of fifteen (15) consecutive fiscal tax years (the "Term"). Such Term shall commence on the first Annual Payment Date (January 1st) after the effective date of the Real Property tax exemption granted pursuant to Real Property Tax Law § 487 (the "Commencement Date") and shall end on the last day of the fifteenth fiscal year following the Commencement Date.
- (c) Payment. Owner agrees to make annual payments as set forth in the attached Exhibit B to the Town in lieu of real property taxes for the Project on the Annual Payment Date (January 1st) for the Term of this Agreement.
 - i. Each Annual Payment will be paid to the Town in accordance with Section 5 of this Agreement;
 - ii. the Annual Payment and payment date will be noted on an annual bill issued by the Town to the Owner, provided that any failure of the Town to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.
- (d) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Town' tax rate, and the Town agree that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Town' tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.
- (e) The Parties understand that the Annual Payments made pursuant to this Agreement may not exceed the amount that the Owner would otherwise be obligated to pay in taxes to the Town (the "Tax Liability"). If, during the Term of this Agreement, the Taxing Jurisdiction is required to employ an assessment methodology that, if applied to the Property, would cause the Annual Payments set forth in the attached Exhibit B to exceed the Owner's Tax Liability, then the Parties agree that the Town shall accept any portion of the Annual Payment for the year in question as a host community benefit payment such that the Annual Payment will not exceed the Owner's Tax Liability.

- (f) If the tax exemption granted pursuant to RPTL § 487 ceases, the Owner's obligation to make Annual Payments shall cease. In such an instance, the Project shall be taxed as taxable real property effective on the real property tax bill of the Taxing Jurisdiction following the cessation of the exemption and Owner shall then pay real property taxes on the Project. Owner shall be liable for all Annual Payments due in the year of the cessation of Annual Payments or loss of tax exemption pursuant to RPTL § 487, except that if Owner is required to pay any part-year real property taxes, the Annual Payment for that year shall be reduced pro rata so that the Owner is not required to pay both an Annual Payment and real property taxes for the same period of time. The total of any such tax payments and Annual Payments shall not be less than the amount that would otherwise have been due as the Annual Payment set forth in Exhibit B for that year.
 - (g) This Agreement shall have no effect on any other real property tax matter, including, but not limited to, other real property tax exemptions, the loss of any real property tax exemptions, and rollback penalties.
3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 3.96 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.
4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.
5. Payment Collection. Late Fees.
- (a) Payments to the Town shall be made payable to the "Town of Newburgh, New York" and mailed to the Town c/o the Town of Newburgh Supervisor's Office, located at 1496 Route 300, Newburgh, New York 12550 and are due on January 1st of each year.
 - (b) All late payments shall accrue interest at the statutory rate for late tax payments under New York law and late payments shall be subject to a late fee equal to five percent (5%) of the amount due.
 - (c) If after written demand and failure to cure in accordance with this Agreement, all due and unpaid Annual Payments under this Agreement shall be deemed a real property tax lien and shall be levied as a real property tax and collected in the same manner as other real property taxes, and such tax lien shall be superior to all other liens, claims, judgments, orders, and encumbrances.
 - (d) Owner shall pay the reasonable attorneys' fees, court and other costs incurred by the Town in the collection of the unpaid amounts.

April 21, 2026

- (e) All payments to the Town hereunder shall be paid in lawful money of the United States of America.
 - (f) Upon receipt of the Annual Payment from Owner, the Town shall pay to Town and the Highway their respective portion of the Annual Payment based on their respective share of the total tax rate that would have been applicable to the Project if it were taxable during the Term of this Agreement.
6. Tax Status. Separate Tax Lot. The Town agrees that during the Term of this Agreement, the Town will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Town agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Town from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Town to the Project. Notwithstanding the foregoing, the Town's Assessor may levy special assessments and special district assessments entirely on the Property. Nothing in this Agreement shall limit the right of the Owner to challenge of the assessment of the Project pursuant to the RPTL.
7. Assignment. This Agreement may not be assigned by Owner without the prior written consent of the Town and such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner; provided, however, that Owner may, with advance written notice to the Town and without prior consent, assign its payment obligations under this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project, or to any party that has an investment grade credit rating according to S&P or Moody's. If Owner assigns this Agreement with the advance written consent of the Town, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Town, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. The Town shall cooperate in the execution of required Assignments with the Owner and its successors.
8. Recording. A Notice of this Agreement may be recorded by Owner.
9. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Town, the Owner and their approved respective successors and assigns.
10. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.
11. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time-to-time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests

April 21, 2026

for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Town to review and negotiate any such instruments or documents requested by Owner.

12. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Mountain Gardens, LLC
7 Times Square, Suite 3504
New York, New York 10036
Attn: General Counsel (notices@convergentep.com)

With a copy to:

Convergent Energy and Power LP
7 Times Square, Suite 3504
New York, New York 10036
Attn: Notices (notices@convergentep.com)

If to the Town:

Town of Newburgh Supervisor's Office
1496 Route 300
Newburgh, New York 12550
Attn: Town Supervisor

With a copy to:

Town of Newburgh Assessor's Office
1496 Route 300
Newburgh, New York 12550
Attn: Assessor

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

13. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Town each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

14. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Town. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Town. Upon termination, the Project shall be subject to taxation at its full assessed value. Owner shall be liable for all Annual Payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the Annual Payment for that year shall be reduced pro rata so that the Owner is not required to pay both the Annual Payment and real property taxes for any period of time.
15. Termination Rights of Town. Notwithstanding anything to the contrary in this Agreement, the Town may terminate this Agreement on thirty (30) days written notice to Owner if:
- (a) Owner fails to make timely payments required under this Agreement, unless such payment is received by the Town within the 30-day notice period with interest and late fees as stated in this Agreement; or
 - (b) Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent; provided, however, that an entity providing financing to Owner for the construction, operation or maintenance of the Project may cure a failure of Owner to make a payment under this Agreement if such financing entity provides to the Town, within thirty (30) days following receipt of notice of Owner's failure to cure, adequate evidence that the affiliate or entity has assumed all obligations of Owner under this Agreement and will make all payments then and when due.
 - (c) Owner vacates or abandons all or a substantial portion of the Project; or
 - (d) All or substantially all of Owner's assets located at the Property are attached, executed, or otherwise judicially seized.
 - (f) To the extent the Project is declared to be subject to real property taxation by an amendment to RPTL § 487, other legislative change, or by final judgment of a court of competent jurisdiction, the obligations of Owner under this Agreement to make payments in lieu of tax payments shall, to such extent, cease.
 - (g) If the Property ceases to be used primarily for eligible purposes pursuant to RPTL § 487, the tax exemption granted pursuant to RPTL § 487 shall cease.
16. Remedies; Waiver And Notice.
- (a) No Remedy Exclusive. No remedy herein conferred upon or reserved to a Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.
 - (b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be

April 21, 2026

construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

17. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.
18. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.
19. No Third Party Beneficiaries. The Parties state that there are there are no third party beneficiaries to this Agreement.
20. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
21. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[signature page follows]

April 21, 2026

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF NEWBURGH, NEW YORK

Name: Gil Piaquadio

Title: Supervisor

Date: May __, 2026

MOUNTAIN GARDENS, LLC

Name: _____

Title: _____

Date: _____

EXHIBIT A
DESCRIPTION OF LAND

[Replace w updated ALTA Legal Description]

SCHEDULE A - EXHIBIT A

AS TO PARCEL "A" SUB-LEASE AREA DESCRIPTION: (Sublease Agreement made by and between Excellent & Fair LLC, as sub-lessor and Mountain Gardens LLC, dated 8/22/2024 and recorded 1/22/2025 in Book 15676 page 181.)

All that tract or parcel of land being a Lease Area situate in the Town of Newburgh, County of Orange and State of New York; being bounded and described as follows:

Beginning at the northeast corner of lands of Amy Jeanine Lovas and Christopher Matthew Lovas (L 15418, P 222), said point being on the southerly bounds of Patton Road, running thence South 79°52'17" East along the southerly bounds of Patton Road, an apparent abandoned road and Meadow Hill Road a distance of 613.34 feet to the northwest corner of lands of Michael Darrigo and Annete Darrigo (L 12152, P 1268); running thence along the westerly, southerly and easterly boundaries of lands of Darrigo (L 12152, P 1268) the following three courses and distances:

- 1) South 14°43'14" West 292.03 feet;
- 2) South 75°16'46" East 230.00 feet;
- 3) North 14°43'14" East 106.03 feet;

to the southwest corner of lands of Louis A. Medina and Kristen A. Medina (L 14016, P 1763); running thence South 75°16'46" East along the southerly bounds of lands of Medina (L 14016, P 1763) and Drew Brown and Josephine A. Pace-Brown (L 13987, P 591) a distance of 221.30 feet to the southeast corner of lands of Brown and Pace-Brown (L 13987, P 591); running thence North 14°43'14" East along the easterly bounds of lands of Brown and Pace-Brown (L 13987, P 591) a distance of 186.00 feet to a point on the southerly bounds of Meadow Hill Road; running thence South 75°16'46" East along the southerly bounds of said road a distance of 50.00 feet to the northwest corner of lands of Nigel S.A. Craig and Jacqueline Craig (L 11134, P 874); running thence South 14°43'14" West along the westerly bounds of lands of Craig (L 11134, P 874) a distance of 227.90 feet to a point; running thence North 86°17'14" East along the southerly bounds of lands of Craig (L 11134, P 874) and Chenya Inofomoh and Francis Inofomoh (L 14767, P 1079) a distance of 198.89 feet to a point; running thence South 53°33'16" East along the southerly bounds of lands of Inofomoh (L 14767, P 1079), Ignacio Tirado (L 5037, P 30) and Marc Miller (L 13633, P 1168) a distance of 202.40 feet to a point on the westerly bounds of lands of Patricia A. Moulton (Trustee) (L 13678, P 1482); running thence South 17°37'04" West along the westerly bounds of lands of Moulton (Trustee) (L 13678, P 1482) a distance of 92.11 feet to the northwest corner of lands of Kaitlynn R. Cunane n/k/a Kaitlynn R. Kiamos and George L. Kiamos (L 15065, P 1388); running thence South 17°38'13" West along the westerly bounds of lands of Kiamos (L 15065, P 1388), Shellye Schoonmaker (L 12351, P 46) and Eileen Hagan Kelleher (L 15279, P 1125) a distance of 382.07 feet to a point; running thence South 85°13'23" West through the lands of Frank Darrigo (Trustee) (L 5519, P 246) a distance of 518.81 feet to the northeasterly corner of an Access Easement shown on a map titled "Survey Prepared for F&T Darrigo", by D.J. Scalzo and Associates, dated May 13, 2012; running thence along the northerly bounds of said easement, through the lands of Darrigo (Trustee) (L 5519, P 246) the following four courses and distances:

- 1) South 80°30'42" West 90.01 feet;
- 2) South 77°49'53" West 112.41 feet;
- 3) South 85°00'40" West 98.08 feet;
- 4) North 87°19'46" West 58.79 feet to a point;

continuing thence through the lands of Darrigo (Trustee) (L 5519, P 246) the following five courses and distances:

- 1) North 82°00'18" West 376.06 feet;
- 2) North 11°49'57" West 116.26 feet;
- 3) North 81°18'22" West 121.30 feet;
- 4) North 14°06'53" East 42.28 feet;
- 5) North 75°45'50" West 88.25 feet;

to a point on the easterly bounds of lands of James Fabrizio and Christina Darrigo-Fabrizio (L 15277, P 403); running thence North 14°31'01" East along the easterly bounds of lands of Fabrizio and Darrigo-Fabrizio (L 15277, P 403) a distance of 477.97 feet to the southeast corner of lands of Lovas (L 15418, P 222); running thence North 13°38'45" East along the easterly bounds of lands of Lovas (L 15418, P 222) a distance of 404.00 feet to the point of beginning.

Containing 26.799 acres of land. Bearings refer to True North.

EXHIBIT B
SCHEDULE OF ANNUAL PAYMENTS

Year	Payment Amount*
1	\$12,456.00
2**	\$12,829.68
3	\$13,214.57
4	\$13,611.01
5	\$14,019.34
6	\$14,439.92
7	\$14,873.12
8	\$15,319.31
9	\$15,778.89
10	\$16,252.25
11	\$16,739.82
12	\$17,242.02
13	\$17,759.28
14	\$18,292.06
15	\$18,840.82
* based on system capacity of 3.46 MW AC per Newburgh Code §97-6 (H)(1).	
**Annual Payment Escalation of 3% per year beginning with second annual payment for the remainder of Term per Newburgh Code §97-6 (H)(2).	

#10

Fwd: Grant Opportunity Alert 🚧 US DOT - FY26 Safe Streets and Roads for All Grant Program

4 messages

Mary Lou Carolan <councilmembercarolan@townofnewburgh.org>

Thu, Apr 16, 2026 at 9:41 AM

To: Gil Piaquadio <supervisor@townofnewburgh.org>, Scott Manley <councilmanmanley@townofnewburgh.org>, Anthony LoBiondo <councilmanlobiondo@townofnewburgh.org>, Mary McLymore <councilwomanmclymore@townofnewburgh.org>

Good morning - this would be a great opportunity for the Town - let's put this on the agenda to discuss on the 27th please.

Thank you,
Mary Lou

----- Forwarded message -----

From: **Millennium Strategies** <peter@millenniumstrategies.ccsend.com>

Date: Thu, Apr 16, 2026 at 9:16 AM

Subject: Grant Opportunity Alert 🚧 US DOT - FY26 Safe Streets and Roads for All Grant Program

To: <councilmembercarolan@townofnewburgh.org>



GRANT OPPORTUNITY ALERT

US Department of Transportation FY26 Safe Streets and Roads for All

PROGRAM OVERVIEW

The US Department of Transportation is currently accepting applications through the FY26 Safe Streets and Roads for All Grant Program. Through this funding cycle, over **\$993 million** in funding is being made available to

municipalities and counties for planning, infrastructure, behavioral, and operational initiatives designed to prevent fatalities and serious injuries along roadways. Projects should focus on improving safety for all types of roadway users, including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators.

[Click Here to Learn More](#)

PROJECT CATEGORIES

Applicants may apply for funding under the following project categories. Please note that applicants may only submit one application for either a Planning and Demonstration Grant or an Implementation Grant.

Planning and Demonstration Projects (\$5 million maximum award)

- Development of a new Action Plan
- Conducting supplemental safety planning to update an existing Action Plan
- Carrying out demonstration activities to inform the development of, or updates to, an Action Plan

Implementation Projects (\$25 million maximum award)

- Carrying out infrastructure, behavioral, and operational projects and strategies identified in an action plan and that are directly related to addressing safety problems identified in the action plan (*mandatory*)
- Conducting additional planning, design, and development activities for projects and strategies identified in an Action Plan (*optional*)
- Developing or updating an Action Plan (*optional*)

Interested applicants should thoroughly review the guidance issued by the US DOT to ensure their projects meet all established eligibility criteria.

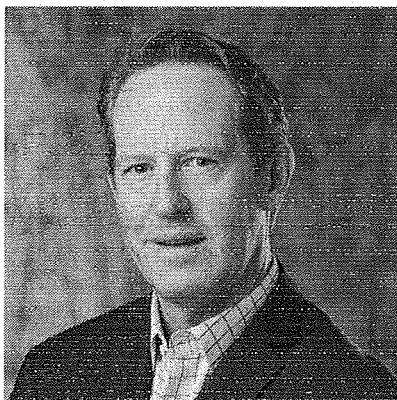
NEED ASSISTANCE APPLYING?

Millennium Strategies has considerable experience helping local governments secure funding through this grant program. Outlined below are examples of grant awards we have helped to secure on behalf of our clients during previous funding cycles.

Grant Recipient	Project Scope	Award Amount

City of Cleveland Heights, OH	Updates to an action plan and demonstration projects	\$800,000
Town of Mamaroneck, NY	Updates to an action plan	\$160,000
Borough of Leonia, NJ	Creation of a new action plan	\$262,400
Town of Huntington, NY	Creation of a new action plan	\$160,000
Borough of East Newark, NJ	Creation of a new action plan	\$100,000

The May 26, 2026 application deadline is rapidly approaching. If your organization is interested in applying for funding, contact our team today to learn about our grant writing services and how we can assist you.

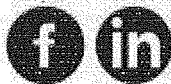


GRANT CONTACT

Mr. John Gault
Office: (973) 226-3329
Mobile: (201) 259-7855
Email: jgault@m-strat.com
Follow Me on LinkedIn
www.m-strat.com



The Trusted Name in Grant Consulting



Millennium Strategies | 60 Columbia Road Building B, Suite 230 | Morristown, NJ 07960 US

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--
Mary Lou Carolan

Newburgh Town Councilmember

Newburgh Town Hall

1496 Route 300

Newburgh, NY 12550

Town Office: 845-564-4552

Cell: 845-926-8325

Mary Lou Carolan <councilmembercarolan@townofnewburgh.org>

Thu, Apr 23, 2026 at 1:46 PM

To: Gil Piaquadio <supervisor@townofnewburgh.org>, Scott Manley <councilmanmanley@townofnewburgh.org>, Anthony LoBiondo <councilmanlobiondo@townofnewburgh.org>, Mary McLymore <councilwomanmclymore@townofnewburgh.org>

Confirming this will be on agenda for work session please.

[Quoted text hidden]

Gil Piaquadio <supervisor@townofnewburgh.org>

Thu, Apr 23, 2026 at 5:20 PM

To: Mary Lou Carolan <councilmembercarolan@townofnewburgh.org>

Cc: Scott Manley <councilmanmanley@townofnewburgh.org>, Anthony LoBiondo

<councilmanlobiondo@townofnewburgh.org>, Mary McLymore <councilwomanmclymore@townofnewburgh.org>

I placed it on the Agenda

[Quoted text hidden]

--
**Gil Piaquadio,
Town Supervisor**

1496 Route 300

Newburgh, NY 12550

Phone (845) 564-4552

Fax (845) 566-9486

Mary Lou Carolan <councilmembercarolan@townofnewburgh.org>

Fri, Apr 24, 2026 at 10:01 AM

To: Gil Piaquadio <supervisor@townofnewburgh.org>

Cc: Scott Manley <councilmanmanley@townofnewburgh.org>, Anthony LoBiondo

<councilmanlobiondo@townofnewburgh.org>, Mary McLymore <councilwomanmclymore@townofnewburgh.org>

Thanks Gil. Please also add a discussion on the Hy Vue/Vermont Avenue development. This is causing a good deal of concern with the community and is worth a review. Thank you!

Mary Lou

Mary Lou Carolan

Newburgh Town Councilmember

Newburgh Town Hall

1496 Route 300

Newburgh, NY 12550

Town Office: 845-564-4552

Cell: 845-926-8325

[Quoted text hidden]



Watch on

Watch the [overview video](#) and [all SS4A videos](#).

Funding Opportunities

FY26 NOFO is Open - Deadline: May 26, 2026

The [fiscal year \(FY\) 2026 Notice of Funding Opportunity \(NOFO\)](#) for the Safe Streets and Roads for All program is open.

The deadline for applications is May 26, 2026, at 5:00 p.m. (EDT). For more information and applicant guidance, review the following:

- [FY26 SS4A NOFO](#)
- [How to Apply for the SS4A Opportunity](#)
- [Webinars](#)
- [Frequently Asked Questions](#)
- [Resources](#)
- [SS4A Grants.gov Posting](#)

[Subscribe to email updates](#) to be notified when additional information is available.

Eligibility

Eligible applicants for SS4A grants include the following:

- Metropolitan planning organizations (MPOs).
- Political subdivisions of a State or territory (e.g., counties, cities, towns, special districts, certain transit agencies, and similar units of local government).
- Federally recognized Tribal governments.

Learn more about [eligible applicants for SS4A](#).

Grant Types

A [comprehensive safety action plan](#) (referred to as an “Action Plan”) is a plan to prevent roadway fatalities and serious injuries in a locality or region or on Tribal land. **Action Plans are the foundation of the SS4A grant program.**

The SS4A program provides funding for two main types of grants: **Planning and Demonstration Grants** for Action Plans, including supplemental safety planning and/or safety demonstration activities, and **Implementation Grants**.

Learn more about these grant types in the brief descriptions below and see the following pages for more details:

- [Eligible Uses of SS4A Funding](#)
- [Comprehensive Safety Action Plans](#)
- [Planning and Demonstration Activities](#)
- [Implementation Grants](#)

Planning and Demonstration Grants

Planning and Demonstration Grants are used to develop, complete, or supplement an Action Plan.

[Home](#) \ [Grants](#)

In This Section



Related Links

- [Infrastructure Investment and Jobs Act Technical Assistance and Local Support \(...\)](#)
- [Countermeasures That Work \(NHTSA\)](#)
- [Local Road Safety Plans \(FHWA\)](#)
- [Our Roads, Our Safety \(FMCSA\)](#)
- [Proven Safety Countermeasures \(FHWA\)](#)
- [Zero Deaths and Safe System \(FHWA\)](#)

Related Documents

- [Safe Streets and Roads for All Fact Sheet \(PDF\)](#)
- [USDOT National Roadway Safety Strategy](#)

Contact Us

Office of Infrastructure Deployment
Office of the Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590
United States
Email: SS4A@dot.gov

Safe Streets and Roads for All (SS4A) Grant Program

Program Overview

The [Infrastructure Investment and Jobs Act](#) (IIJA) established the Safe Streets and Roads for All (SS4A) competitive grant program with \$5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway fatalities and serious injuries. Approximately \$1 billion is still available for the next funding round.

The SS4A program supports the U.S. Department of Transportation's [National Roadway Safety Strategy](#) and our goal of zero roadway deaths using a [Safe System Approach](#).

Combining the [FY22](#), [FY23](#), [FY24](#), and [FY25](#) awards to date, SS4A has provided \$3.9 billion in Federal funding to over 2,000 communities in all 50 States and Puerto Rico. Through this important funding source, USDOT is empowering Tribal, local, and regional efforts to save lives and reduce serious injuries on our roadways.

Planning and Demonstration Grants also fund [supplemental safety planning activities](#) and [safety demonstration activities](#) in support of an Action Plan.

Implementation Grants

Implementation Grants are used to implement projects or strategies that are consistent with an existing Action Plan to address a roadway safety problem. Eligible projects and strategies can be **infrastructural, behavioral, and/or operational** activities.

Implementation Grants may also include [supplemental safety planning](#) and [safety demonstration activities](#) to inform an existing Action Plan, and project-level planning, design, and development activities.

Applicants must have an eligible [Action Plan](#) to apply for an Implementation Grant.

Potential applicants may submit their Action Plan(s) for [pre-application review](#) so that USDOT may affirm their eligibility to apply for an Implementation Grant.

FY25 SS4A Awards

\$982 Million Awarded to 521 Communities on December 23, 2025. Read the [press release](#) and learn about the [selected FY25 projects](#).

2025 Awards: Key Facts

Key facts about the 2025 SS4A award selections to date include the following:

- 521 SS4A awards totaling \$982,231,998.
 - 454 Planning and Demonstration Grant awards totaling \$295,723,850.
 - 67 Implementation Grant awards totaling \$686,508,148.
- The Implementation Grant awards provide significant safety benefits to all people who use our roadways:
 - The roadways and areas that received funding to implement projects had around 1,000 lives lost and over 7,000 serious injuries over the past 5 years.
- 48 projects involve EMS and whole blood projects to improve post-crash care.
- 50 percent of awards will benefit rural communities.
- Over \$340,904,546 million in funding benefits communities in rural and Tribal areas.

Email Updates

To sign up for updates, please enter your contact information below.

Email Address

Last updated: Tuesday, April 7, 2026



#11



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: April 27, 2026
RE: Summer Material and Other Bids

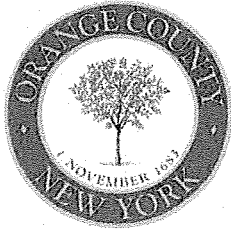
I would like to be put on the agenda, to go out to bid for the Summer Materials including Guide Rails, Chip Spreader, Wheel Rubber Tire Roller, and Aluminum Box Culverts. Also the individual bids for the Cold Milling Machine, Tree & Brush Grinding. The dates will be worked out with the Town Clerk's Office.

If you have any questions please feel free to call me. Thanking you in advance.

MH/LA

cc: Ron Clum, Accounting

#12A



County Legislature

Laurie R. Tautel, Chairwoman

Jean M. Ramppen, Clerk

COUNTY GOVERNMENT CENTER

255 Main Street

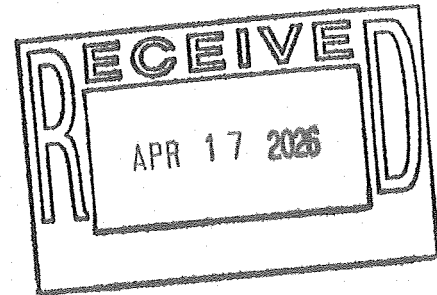
Goshen, NY 10924

Tel: (845) 291-4800 ☎ Fax: (845) 378-2375

April 9, 2026

Honorable Gilbert J. Piaquadio
Supervisor, Town of Newburgh
1496 Route 300
Newburgh, N.Y. 12550

Re: Agricultural District No. 1 Request
Landowner: APJ Enterprises of Newburgh, LLC
Alfred Julian, Member
SBL 11-1-74.1 – Town of Newburgh



Dear Supervisor Piaquadio:

The above landowner submitted an application to the Orange County Legislature for inclusion of the above land in the County's Agricultural District.

We invite any comments the Town may have concerning this request. The application will be reviewed by the Orange County Agricultural & Farmland Protection Board.

All applications will be submitted to the Legislative oversight committees. We look forward to hearing from you.

Sincerely,

Laurie R. Tautel, Chairwoman
Orange County Legislature

Enclosures

cc: Legislator-Stephen R. Hunter w/attachments
Jennifer MacLeod, AICP, Land Use Planner

Rcvd 3/15/26

ORANGE COUNTY AGRICULTURAL DISTRICT ANNUAL ENROLLMENT FORM

Application to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District. Annual period for such requests is March 1 through March 30.

INSTRUCTIONS (TO BE COMPLETED BY LANDOWNER)

1. Complete and sign application.
2. Return to Orange County Department of Planning (address below) between March 1 through March 30 5:00 PM.

PART I LANDOWNER DESCRIPTION

Name APJ Enterprises of Newburgh, LLC - Alfred Julian, Member

Daytime Telephone (845) 888-6418

Fax () _____

Mailing Address 491 Lakeside Road

City/Town/Village Newburgh

State NY Zip 12550

Email Address _____

PRIMARY CONTACT

Name Johnson & Bloomer, LLP - Roland Bloomer, Esq.

Daytime Telephone (845) 888-6418

Fax (845) 888-6418

Mailing Address 491 Lakeside Road

City/Town/Village Newburgh

State NY Zip 12550

Email Address roland@jbllp.com

Best Contact Time 9am-5pm, Monday through Friday

PART II PROPERTY DESCRIPTION

Please describe the property proposed to be added to the Agricultural District and list the tax map parcel numbers for all parcels that you wish to be included in the Agricultural District Program. Also indicate the town in which they are located. If you are unsure of your tax map parcel numbers please check with your local assessor. Please note that there may be a site inspection of the parcel. The owner is required to be available to meet with a representative of the County during the inspection. (Attach extra sheets if necessary):

Tax Map Parcel # Town
(Example: 1-1-21 Monroe)

Tax Map Parcel # Town

Tax Map Parcel # Town

11-1-74.1 (Newburgh)

I would prefer my property to be included in Agricultural District No. 1

Total Number of Acres to be Included 13.2

Total Acreage Used for Agricultural Purposes 13.2

Describe Current Land Use and/or Agricultural Activity/Crop _____

Boarding of horses, storage and selling of hay

List Soil Types MdB Mdc

Are Any Soils Listed as Prime or Important by the New York State Department of Agriculture and Markets?

Yes

If so, How Many Acres are Prime? 0 ac

How many acres are important? 13.2 ac

Has this Property been Subdivided? No If Yes, Date of Subdivision _____

Is this Property Proposed for Subdivision? No If Yes, Current Stage of Development _____

Provide a Copy of the Subdivision Map

PART II (CONTINUED)The Local Zoning Designation for the Property is Res 1 / 116 - other stockList any Local Municipal Restrictions on the Use of the Property Town of Newburgh Municipal Code 185-7(f):

Unspecified Uses: Any use not specified shall be deemed to be prohibited

Identify any Outstanding Local Building or Zoning Code Violations NoneList any Deed Restrictions or Easements on the Property None**PART III****BUSINESS DESCRIPTION**

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Attach extra sheets if necessary.)

Please see attached description, survey and pictures.Is this Property Currently Receiving Agricultural (Ag) Assessment? No

Attach Agricultural Business Plan (Optional)

PART IV**SIGNATURE**

I attest that the above information is correct to the best of my knowledge and hereby officially request that my property, which includes **viable agricultural land**, be included in the Agricultural District Program. I recognize that such land, once officially included in the Agricultural District Program, may not be removed from this program until the eight-year review period for the Agricultural District into which my land is placed. I understand that this is not an application for an agricultural value assessment. I further understand that all applications will be forwarded to the local municipality for comments. I also acknowledge that this request is subject to a public hearing, action by the Orange County Legislature and certification by the NYS Department of Agriculture and Markets.

Signature

APJ Enterprises of Newburgh, LLC - Alfred Julian, Member

Date

3-13-26

If you have any questions regarding this form please call or email the Orange County Department of Planning at Planning@co.orange.ny.us (845) 615-3840, Monday through Friday 9:00 A.M. to 5:00 P.M. **PLEASE RETURN**

THIS APPLICATION TO:

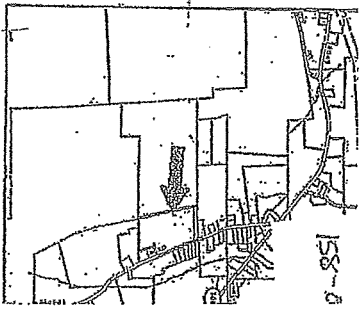
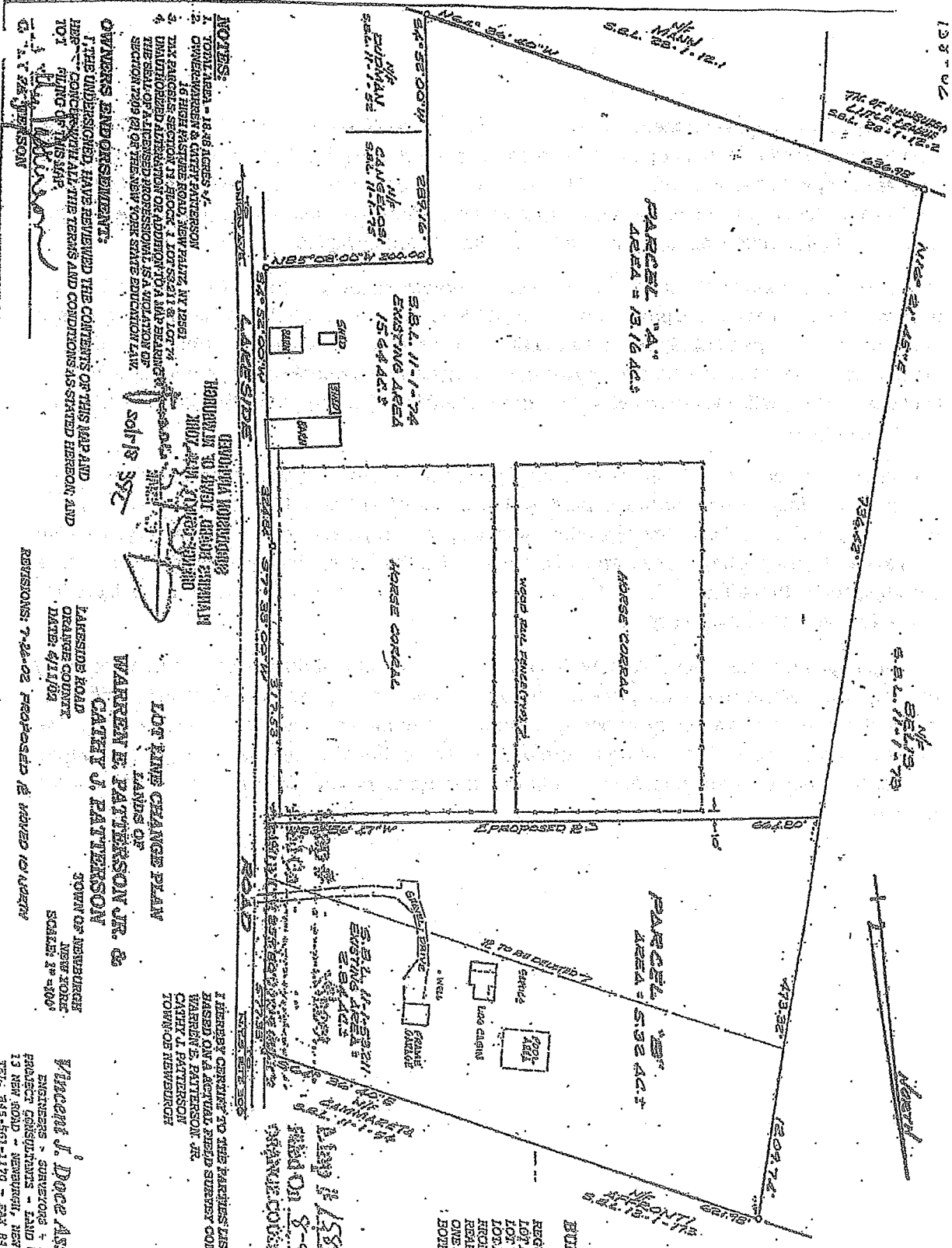
Orange County Dept of Planning
124 Main Street Goshen, N.Y. 10924

I previously applied for enrollment in the Orange County Agricultural District in March of 2025. At that time, I was denied due to an open violation on the property, specifically that there was erected a storage canopy shelter on the property. I have since resolved the issue and cleared the violation with the Town of Newburgh, and am happy to say that there are no violations on my property. As such, I now submit this application to be included in the Orange County Agricultural District.

To provide background information, I purchased the property known as section 11, block 1, lot 74.1 back in 2018. At that time the property had four (4) barns and two (2) corrals, and the property was in decrepit condition, needing repairs to the existing structures, as well as clearing, grading and upkeep of the land, in order to bring the property into a more visibility acceptable and operational condition. I did this work myself, and am proud of the current condition of the property. My residence is on the adjacent property.

The property currently has six (6) horses being boarded on the property, occupying and using the two (2) corrals and four (4) barns on the property. As the property consists of 13.2 acres, I plan to increase the farming activity and boarding operations to at least ten (10) horses by the end of the year. I also plan to sell the excess hay left over after being used to feed the horses on the property. I plan to have a petting zoo with additional livestock, as well as games and activities on the property, including horse rides and a hay bale maze.

It is my hopes that my property will be included in the agricultural district so that I can not only continue the current use of my property, but also am able to expand the use of my property as detailed above. I believe that my property, current use and plans for use of the property, meet the criteria used by the Agricultural and Farmland Protection Board for inclusion in the agricultural district, and welcome any questions and further discussion on my application and plans for the property.



BULK TABLES:

REGULATION	MIN. REQ./MIN. PROP.
LOT AREA	40,000 S.F. / 0.92 AC. +/-
LOT WIDTH	150 FT. / 26.0 FT. +/-
LOT DEPTH	50 FT. / 16.1 FT.
REAR YARD	40 FT. / 39.0 FT.
REAR YARD	30 FT. / 29.0 FT.
ONE SIDE YARD	30 FT. / 29.0 FT.
BOTH SIDE YARDS	30 FT. / 29.0 FT.

Map # 158-02 Sheet 4 of 4
 Filed On 8-9-02
 Orange County Planning Office

I HEREBY CERTIFY TO THE PARTIES LISTED BELOW THAT THE MAP SHOWN IS
 BASED ON A RECENT FIELD SURVEY COMPLETED 5-21-02.
 WARREN E. PATTERSON JR.
 CATHY J. PATTERSON
 TOWN OF NEWBURGH

- NOTES:**
1. TOTAL AREA - 18.48 ACES +/-
 2. OWNER: WARREN E. PATTERSON JR.
 3. TAX PARCEL: SECTION 11, TOWNSHIP 1, LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

OWNERS ENDORSEMENT:
 I, THE UNDERSIGNED, HAVE REVIEWED THE CONTENTS OF THIS MAP AND
 HEREBY CONCUR WITH ALL THE TERMS AND CONDITIONS AS STATED HEREON, AND
 TOY GRANT OF THIS MAP.

Warren E. Patterson Jr.
 WARREN E. PATTERSON JR.
 CATHY J. PATTERSON
 TOWN OF NEWBURGH
 ORANGE COUNTY
 DATE: 6/11/02
 SCALE: 1" = 400'

REVISIONS: 7-26-02 PROPOSED AS NOTED TO US

Warren J. Dore Associates
 ENGINEERS - SURVEYORS & PLANNERS
 PROJECT CONSULTANTS - LAND CONSULTANTS
 13 NEW ROAD - NEWBURGH, NEW YORK 12550
 TEL: 518-561-1170 - FAX 518-561-1170



Union Avenue

Lakeside Road

70

Lakeside Road

Beaver Creek

NY 300

State Highway 300

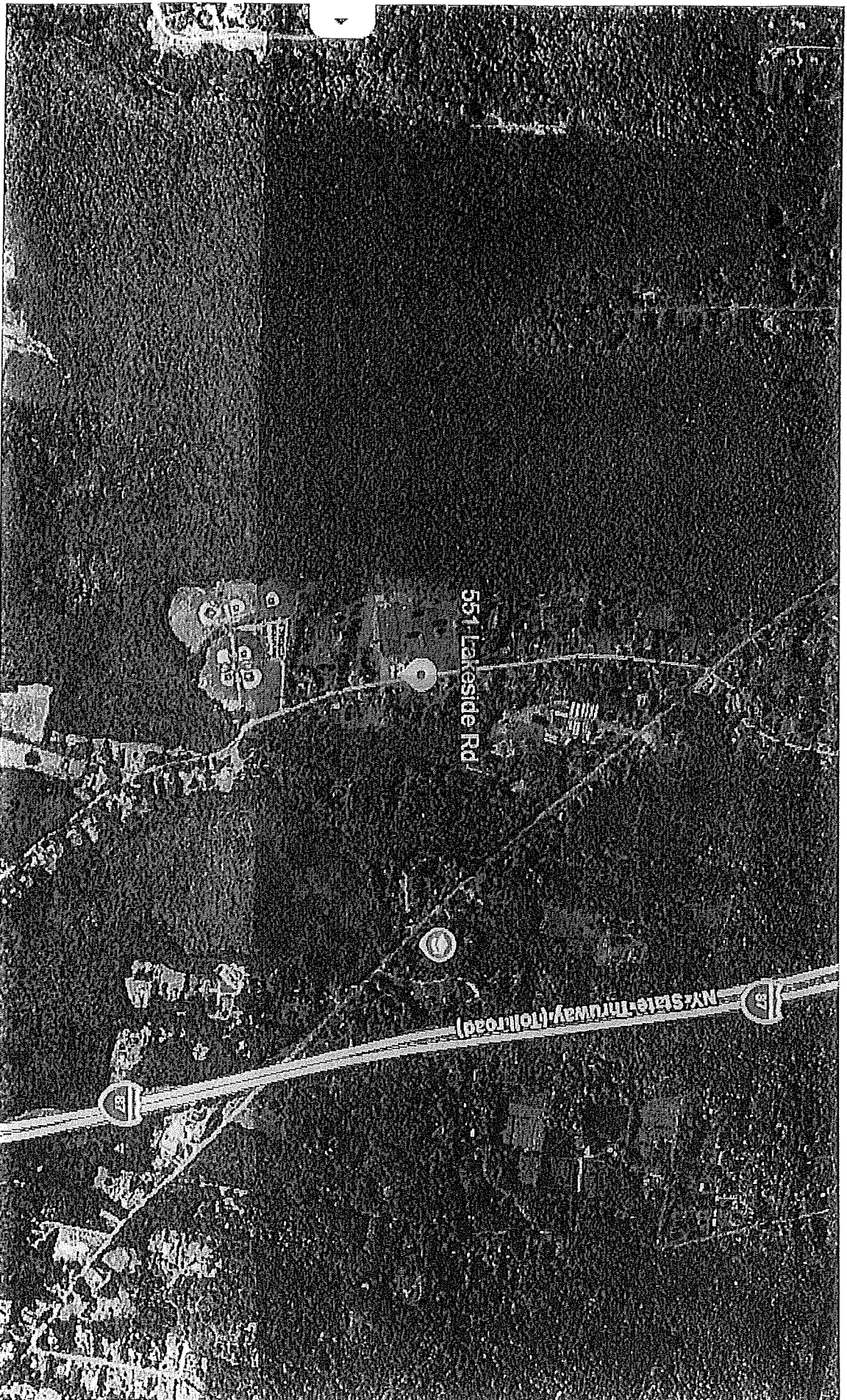
NY 300

North Park Road

Capenshire Way

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File Edit View Add Tools Help



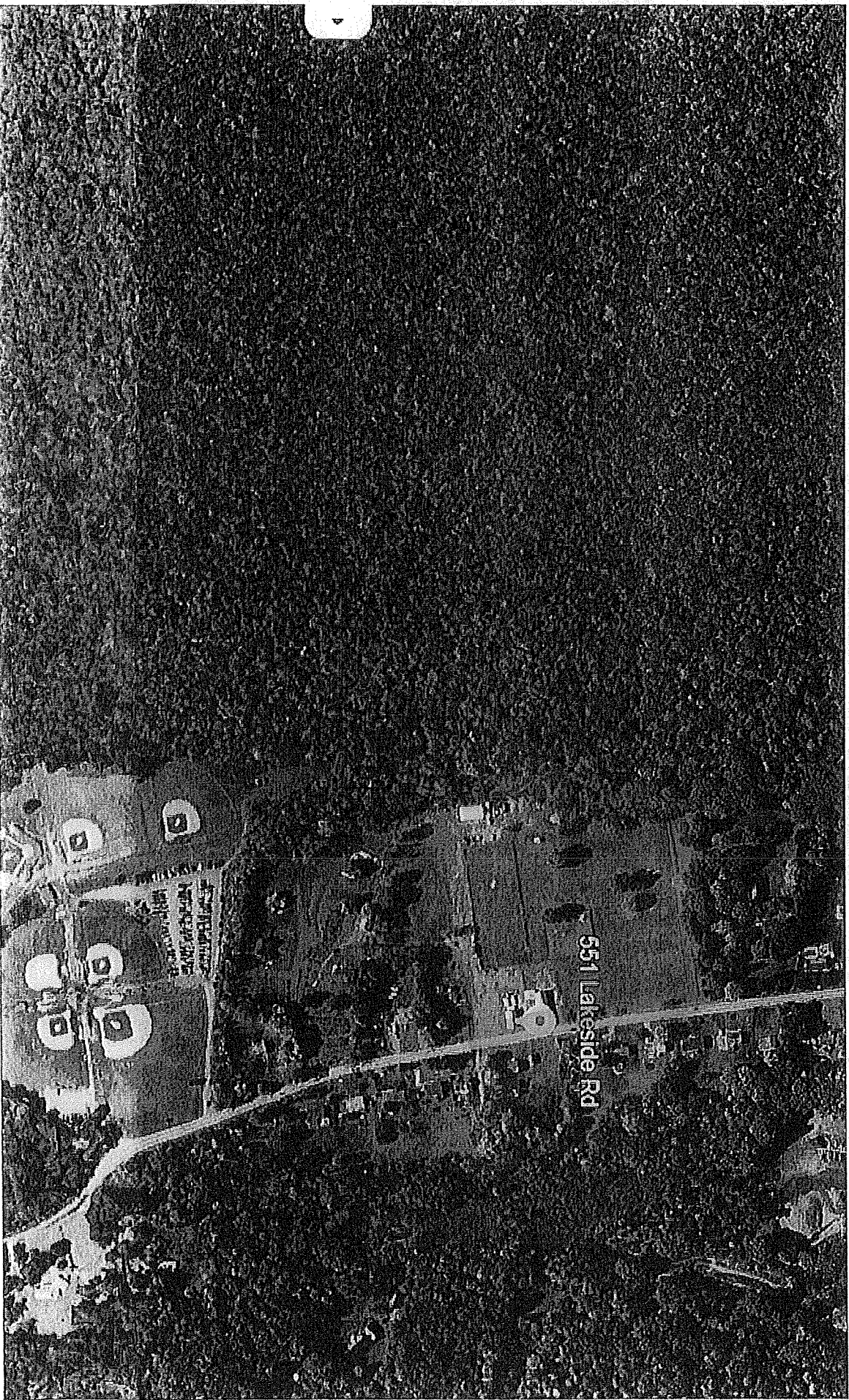


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File Edit View Add Tools Help

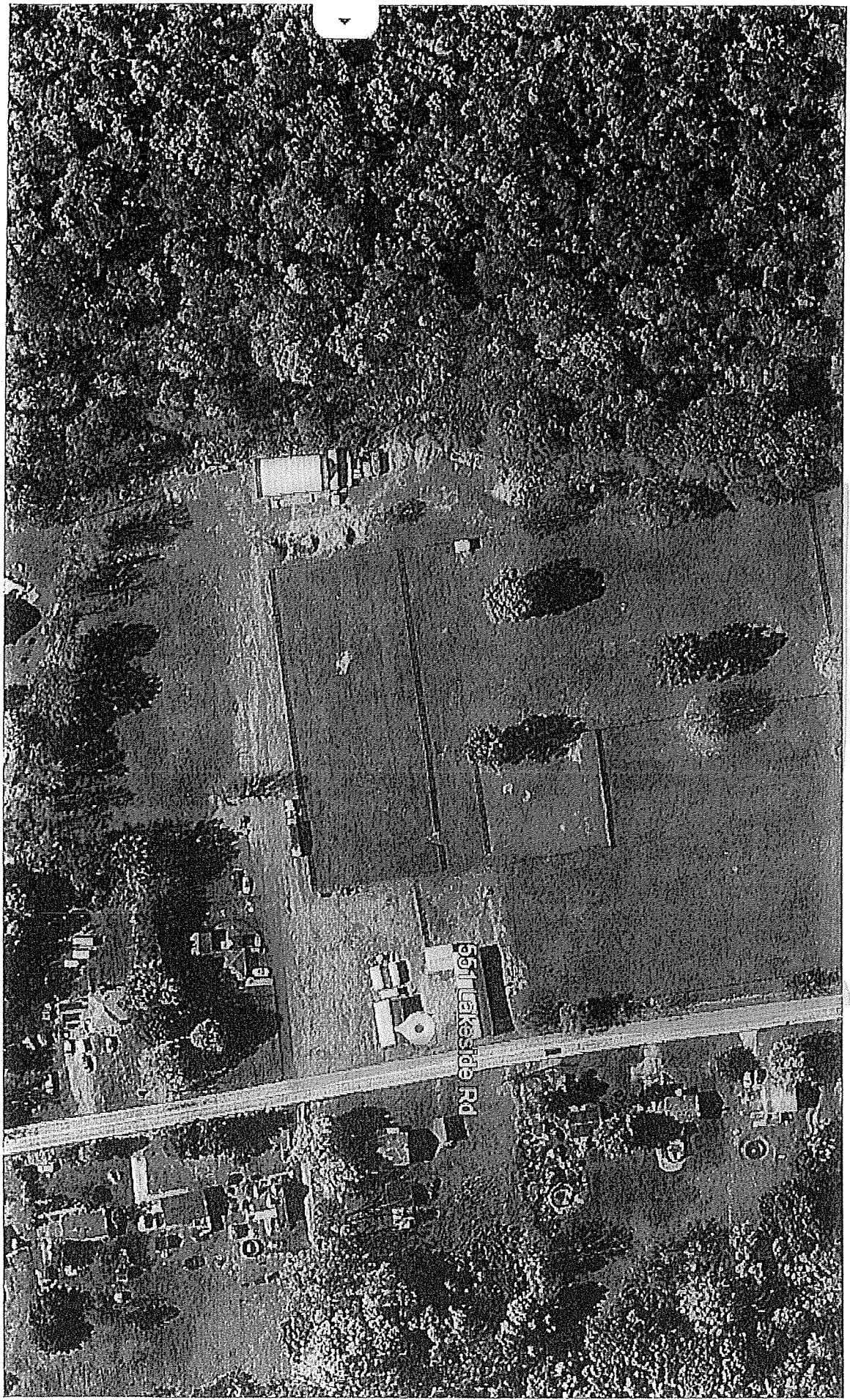
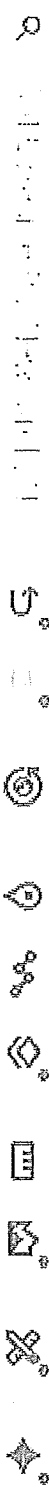


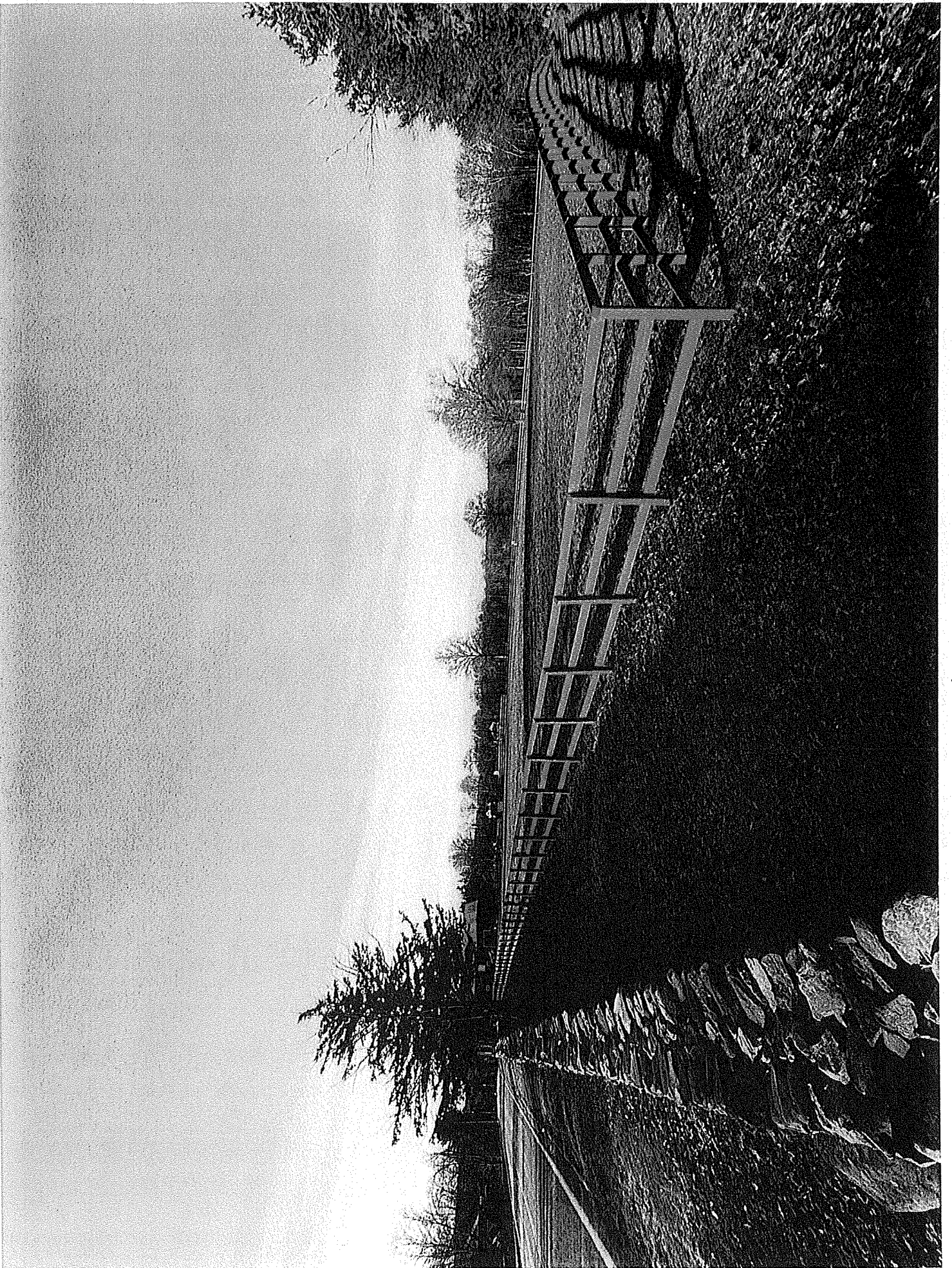
Full screen

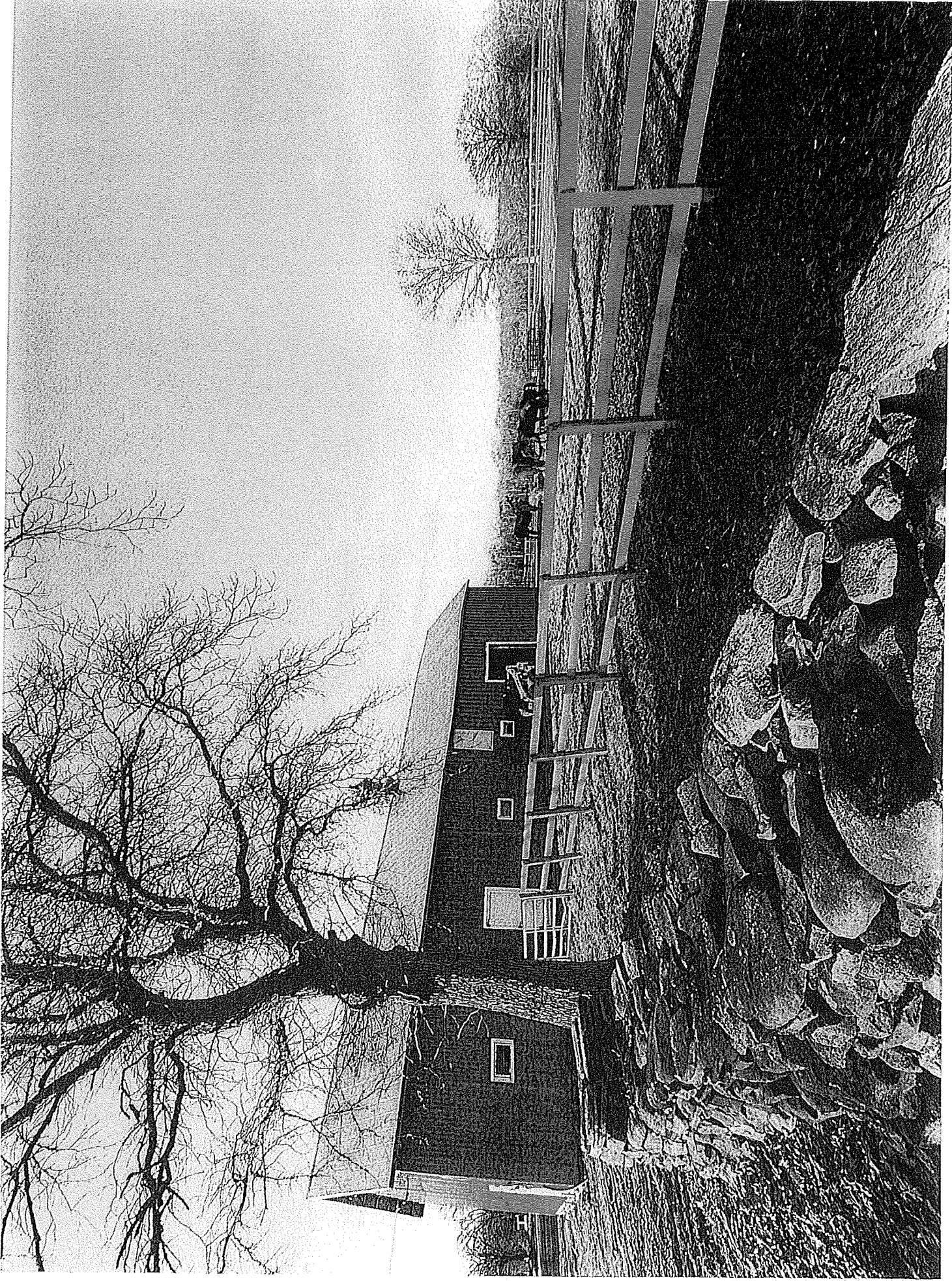


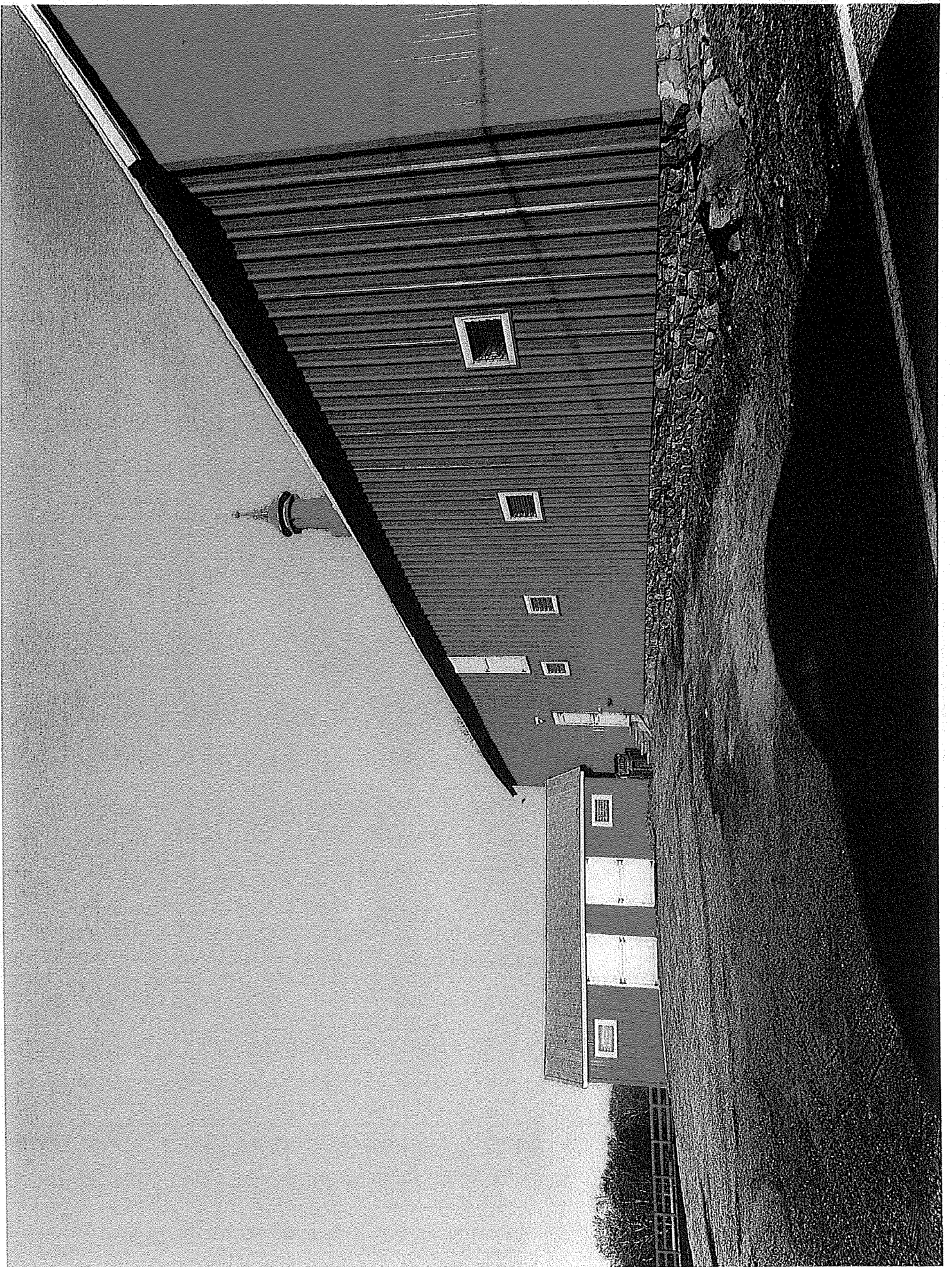
Untitled map  Saved to Google Drive

File Edit View Add Tools Help









Property Description Report For: Lakeside Rd, Municipality of Newburgh

No Photo Available

		Status:	Active
		Roll Section:	Taxable
		Swis:	334600
		Tax Map ID #:	11-1-74.1
		Property Class:	116 - Other stock
		Site:	RES 1
		In Ag. District:	No
		Site Property Class:	116 - Other stock
		Zoning Code:	-
		Neighborhood Code:	21412
		School District:	Wallkill
		Total Assessment:	2024 - \$62,300
Total Acreage/Size:	13.20	Property Desc:	Pcl A Patterson SM
Land Assessment:	2024 - \$30,000		158-02
Full Market Value:	2024 - \$302,400	Deed Page:	888
Equalization Rate:	----	Grid North:	995771
Deed Book:	14375		
Grid East:	602977		

Area

Living Area:	0 sq. ft.	First Story Area:	0 sq. ft.
Second Story Area:	0 sq. ft.	Half Story Area:	0 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	0
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	0	Bathrooms (Full - Half):	0 - 0
Bedrooms:	0	Kitchens:	0
Fireplaces:	0	Basement Type:	0
Porch Type:	0	Porch Area:	0.00
Basement Garage Cap:	0	Attached Garage Cap:	0.00 sq. ft.
Overall Condition:	0	Overall Grade:	
Year Built:		Eff Year Built:	

Owners

LLC APJ Enterprises of
Newburgh
6 Judd Cir
New Windsor NY 12553

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
2/14/2018	\$145,000	116 - Other stock	Land Only	J L Smith Properties, LLC	No	No	No	14375/888
8/12/2009	\$675,000	116 - Other stock	Land & Building	Cangelosi, Thomas	Yes	Yes	Yes	12930/1732

Utilities

Sewer Type:	None	Water Supply:	None
Utilities:	Electric	Heat Type:	0
Fuel Type:	0	Central Air:	No

Improvements

Structure	Size	Grade	Condition	Year
Barn-horse	377.00 sq ft	Average	Normal	1900
Barn-1.0 gen	320.00 sq ft	Economy	Fair	1900
Barn-2.0 gen	1,092.00 sq ft	Economy	Fair	1900
Barn-2.0 gen	2,340.00 sq ft	Average	Normal	1979

Special Districts for 2024

Description	Units	Percent	Type	Value
AM010-Newburgh Ambulance	0	0%		0
FD030-Orange 1k fire	0	0%		0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
------	-------------	--------	----------	----------	--------	--------	--------	-------

Taxes

Year	Description	Amount
2025	County	\$1,953.79
2024	County	\$1,934.15
2024	School	\$5,154.53

* Taxes reflect exemptions, but may not include recent changes in assessment.

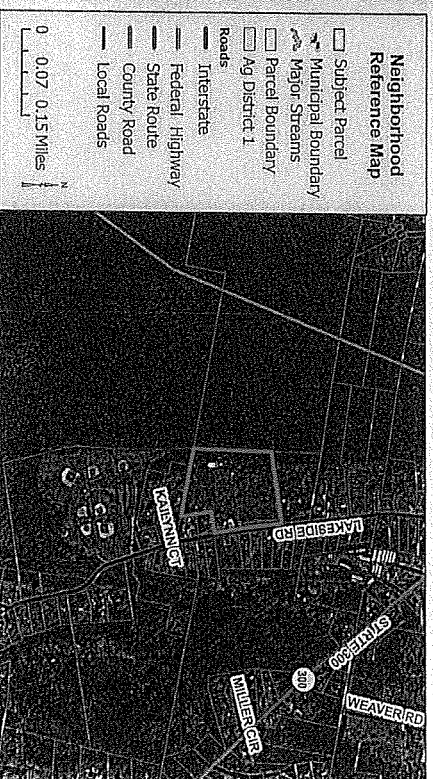
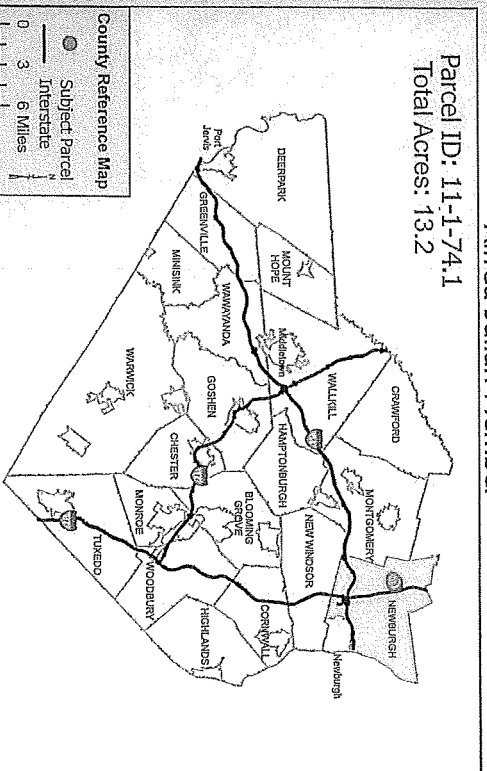
Soil Types Present at Sites

Map Unit Symbol	Map Unit Name
Ab	Alden silt loam
Ca	Canandaigua silt loam
CnC	Chenango gravelly silt loam, 8 to 15 percent slopes
ErA	Erie gravelly silt loam, 0 to 3 percent slopes
ErB	Erie gravelly silt loam, 3 to 8 percent slopes
ESB	Erie extremely stony soils, gently sloping
Ha	Halsey silt loam
HoB	Hoosic gravelly sandy loam, 3 to 8 percent slopes
HoC	Hoosic gravelly sandy loam, 8 to 15 percent slopes
Ma	Madalin silt loam
MdB	Mardin gravelly silt loam, 3 to 8 percent slopes
MdC	Mardin gravelly silt loam, 8 to 15 percent slopes
MdD	Mardin gravelly silt loam, 15 to 25 percent slopes
ScB	Scio silt loam, 3 to 8 percent slopes
SXC	Swartswood and Mardin very stony soils, sloping

2026 Orange County Agricultural Districts Requested Additions-Town of Newburgh

APJ Enterprise Properties Of Newburgh LLC
Alfred Julian Member

Parcel ID: 11-1-74.1
Total Acres: 13.2



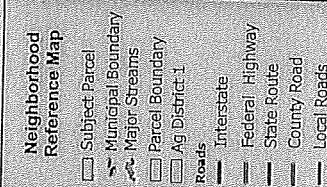
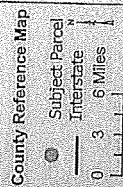
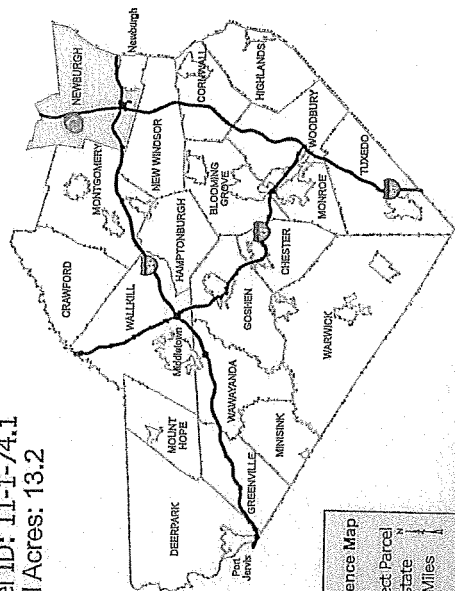
The County of Orange makes no warranty whatsoever as to the accuracy or completeness of any information shown on this map. The information shown on this map was developed in cooperation with other County departments, as well as other federal, state and local agencies. The County of Orange is not responsible for any errors or omissions, or for any loss or damage resulting from the use of the information or other representations contained herein.

Map Prepared By: V. Fernandez-Rogers
Orange County Department of Planning
March 25, 2026
Prime Soils: Approx. 13.2 Acres (100%)
Statewide Important Soils: Approx. 0 Acres (0%)



2026 Orange County Agricultural Districts Requested Additions-Town of Newburgh APJ Enterprise Properties Of Newburgh LLC Alfred Julian Member

Parcel ID: 11-1-74.1
 Total Acres: 13.2



Map Prepared By: V. Fernandez-Rogers
 Orange County Department of Planning
 March 25, 2026

Prime Soils: Approx. 13.2 Acres (100%)
 Statewide Important Soils: Approx. 0 Acres (0%)

The County of Orange makes no warranty whatsoever as to the accuracy or completeness of the information contained on this map. This map was prepared in cooperation with other County agencies and is not intended to be used for legal purposes. The County of Orange hereby disclaims liability for any loss or damage resulting from the use of this map.



#12B



County Legislature

Laurie R. Tautel, Chairwoman

Jean M. Ramppen, Clerk

COUNTY GOVERNMENT CENTER

255 Main Street

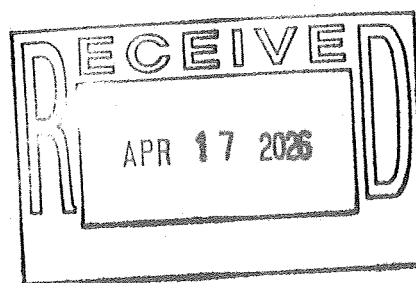
Goshen, NY 10924

Tel: (845) 291-4800 ☎ Fax: (845) 378-2375

April 9, 2026

Honorable Gilbert J. Piaquadio
Supervisor, Town of Newburgh
1496 Route 300
Newburgh, N.Y. 12550

Re: Agricultural District No. 1 Request
Landowner: Thomas Quinn
SBL 34-1-1.13 – Town of Newburgh



Dear Supervisor Piaquadio:

The above landowner submitted an application to the Orange County Legislature for inclusion of the above land in the County's Agricultural District.

We invite any comments the Town may have concerning this request. The application will be reviewed by the Orange County Agricultural & Farmland Protection Board.

All applications will be submitted to the Legislative oversight committees. We look forward to hearing from you.

Sincerely,

Laurie R. Tautel, Chairwoman
Orange County Legislature

Enclosures

cc: Legislator-Stephen R. Hunter w/attachments
Jennifer MacLeod, AICP, Land Use Planner

ORANGE COUNTY AGRICULTURAL DISTRICT ANNUAL ENROLLMENT FORM

Application to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District. Annual period for such requests is March 1 through March 30.

INSTRUCTIONS (TO BE COMPLETED BY LANDOWNER)

1. Complete and sign application.
2. Return to Orange County Department of Planning (address below) between March 1 through March 30 5:00 PM.

PART I

LANDOWNER DESCRIPTION

Name [REDACTED]
Daytime Telephone [REDACTED] Fax ()
Mailing Address [REDACTED] City/Town/Village Newburgh
State N.Y. Zip 12550 Email Address [REDACTED]

PRIMARY CONTACT

Name [REDACTED]
Daytime Telephone [REDACTED] Fax ()
Mailing Address [REDACTED] City/Town/Village Newburgh N
State N.Y. Zip 12550 Email Address [REDACTED]
Best Contact Time _____

PART II

PROPERTY DESCRIPTION

Please describe the property proposed to be added to the Agricultural District and list the tax map parcel numbers for all parcels that you wish to be included in the Agricultural District Program. Also indicate the town in which they are located. If you are unsure of your tax map parcel numbers please check with your local assessor. Please note that there may be a site inspection of the parcel. The owner is required to be available to meet with a representative of the County during the inspection. (Attach extra sheets if necessary):

<u>Tax Map Parcel #</u> <u>Town</u>	<u>Tax Map Parcel #</u> <u>Town</u>	<u>Tax Map Parcel #</u> <u>Town</u>
<u>(Example: 1-1-21 Monroe)</u>		

34-1-1.13 Newburgh

I would prefer my property to be included in Agricultural District No. 1

Total Number of Acres to be Included 62.2

Total Acreage Used for Agricultural Purposes 0

Describe Current Land Use and/or Agricultural Activity/Crop 3 Acres are lawn
59 are forest

List Soil Types ESB, MdB, Mdc, Sx

Are Any Soils Listed as Prime or Important by the New York State Department of Agriculture and Markets?
Yes If so, How Many Acres are Prime? 0 How many acres are important? 49.1

Has this Property been Subdivided? No If Yes, Date of Subdivision _____

Is this Property Proposed for Subdivision? No If Yes, Current Stage of Development _____

Provide a Copy of the Subdivision Map

PART II (CONTINUED)

The Local Zoning Designation for the Property is R-1
List any Local Municipal Restrictions on the Use of the Property —

Identify any Outstanding Local Building or Zoning Code Violations —

List any Deed Restrictions or Easements on the Property —

PART III

BUSINESS DESCRIPTION

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Attach extra sheets if necessary.)

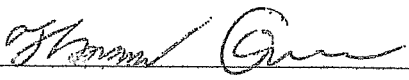
I plan to start a no-till market garden
with a small scale free range chicken/egg operation
with pigs and beef cattle for personal consumption
with a possibility of consumer production

Is this Property Currently Receiving Agricultural (Ag) Assessment? NO
Attach Agricultural Business Plan (Optional)

PART IV

SIGNATURE

I attest that the above information is correct to the best of my knowledge and hereby officially request that my property, which includes viable agricultural land, be included in the Agricultural District Program. I recognize that such land, once officially included in the Agricultural District Program, may not be removed from this program until the eight-year review period for the Agricultural District into which my land is placed. I understand that this is not an application for an agricultural value assessment. I further understand that all applications will be forwarded to the local municipality for comments. I also acknowledge that this request is subject to a public hearing, action by the Orange County Legislature and certification by the NYS Department of Agriculture and Markets.

Signature  Date 3/30/26

If you have any questions regarding this form please call or email the Orange County Department of Planning at Planning@co.orange.ny.us (845) 615-3840, Monday through Friday 9:00 A.M. to 5:00 P.M. **PLEASE RETURN**

THIS APPLICATION TO:

Orange County Dept of Planning
124 Main Street Goshen, N.Y. 10924

Diversified Market Garden & Silvopasture Development Business Plan

Farm Vision

- Develop a profitable small farm beginning with a half-acre intensive vegetable garden.
- Gradually convert 60 acres of forest into productive silvopasture using pigs and chickens.
- Generate income from vegetables, eggs, pastured pork, timber sales, and reclaimed stone.

Phase 1: Market Garden (Year 1–2)

- Half-acre intensive vegetable production using 30 inch beds roughly 50 feet long.
- Focus crops: lettuce, spinach, arugula, carrots, radishes, tomatoes, peppers, cucumbers, herbs.
- Expected annual revenue potential: \$20,000–\$40,000 depending on marketing.

Sales Channels

- Farm stand
- Farmers market
- Restaurant sales
- CSA subscription program

Phase 2: Chickens (Year 1–3)

- Start with 50–100 laying hens in mobile pasture coops.
- 100 hens can produce roughly 20–24 dozen eggs per week.
- Annual revenue potential: \$8,000–\$15,000.

Phase 3: Forest to Silvopasture (Year 2–15)

- Convert 1–3 acres of forest each year.
- Harvest timber and reclaim stone during clearing.

- Introduce pigs to root and disturb soil before pasture seeding.
- Follow pigs with chickens to fertilize and control insects.

Timber Revenue

- Selective logging of hardwood species such as oak, maple, cherry, or walnut.
- Potential revenue: \$2,000–\$10,000 per acre depending on timber quality.

Stone Wall Sales

- Old stone walls and fieldstone can be sold for landscaping.
- Typical value: \$150–\$400 per pallet or \$50–\$150 per ton.

Phase 4: Pig Production

- Use pigs to help clear land and convert forest.
- Typical density: 6–10 pigs per acre rotationally.
- Pasture-raised pork can generate \$400–\$700 net profit per pig.

Infrastructure Needs

- Vegetable tools: broadfork, wheel hoe, drip irrigation, silage tarps, wash station.
- Livestock equipment: mobile chicken coop, electric fencing, pig shelters, water system.

Long Term Development

- Vegetables: 1–3 acres
- Silvopasture: 20–30 acres over time
- Remaining forest managed as woodlot

Revenue Potential

- Year 1: \$15k–\$30k

- Year 2-3: \$30k-\$60k
- Year 4-6: \$60k-\$100k+ as livestock and acreage expand.

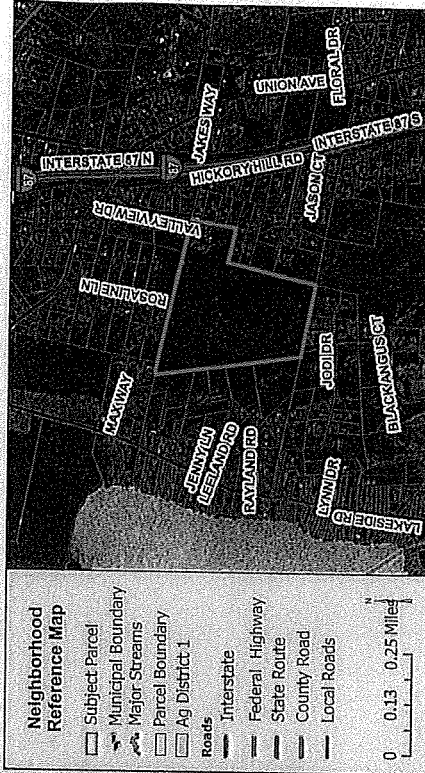
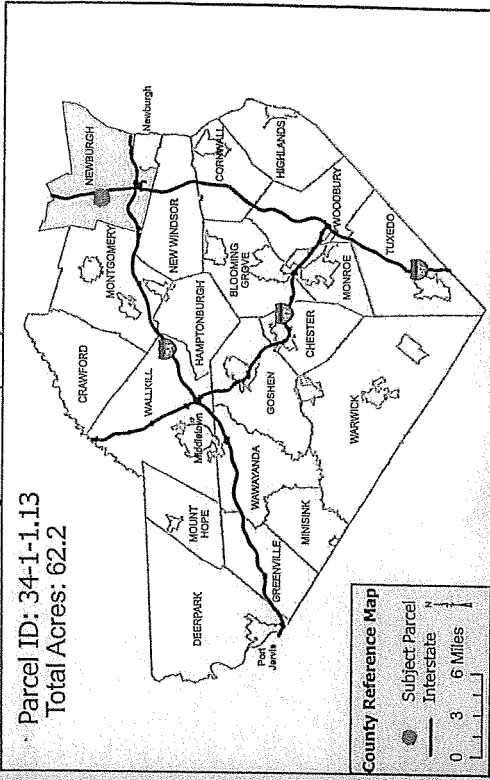
Soil Types Present at Sites

Map Unit Symbol	Map Unit Name
Ab	Alden silt loam
Ca	Canandaigua silt loam
CnC	Chenango gravelly silt loam, 8 to 15 percent slopes
ErA	Erie gravelly silt loam, 0 to 3 percent slopes
ErB	Erie gravelly silt loam, 3 to 8 percent slopes
ESB	Erie extremely stony soils, gently sloping
Ha	Halsey silt loam
HoB	Hoosic gravelly sandy loam, 3 to 8 percent slopes
HoC	Hoosic gravelly sandy loam, 8 to 15 percent slopes
Ma	Madalin silt loam
MdB	Mardin gravelly silt loam, 3 to 8 percent slopes
MdC	Mardin gravelly silt loam, 8 to 15 percent slopes
MdD	Mardin gravelly silt loam, 15 to 25 percent slopes
ScB	Scio silt loam, 3 to 8 percent slopes
SXC	Swartswood and Mardin very stony soils, sloping

2026 Orange County Agricultural Districts Requested Additions-Town of Newburgh

Quinn Property

Parcel ID: 34-1-1.13
Total Acres: 62.2

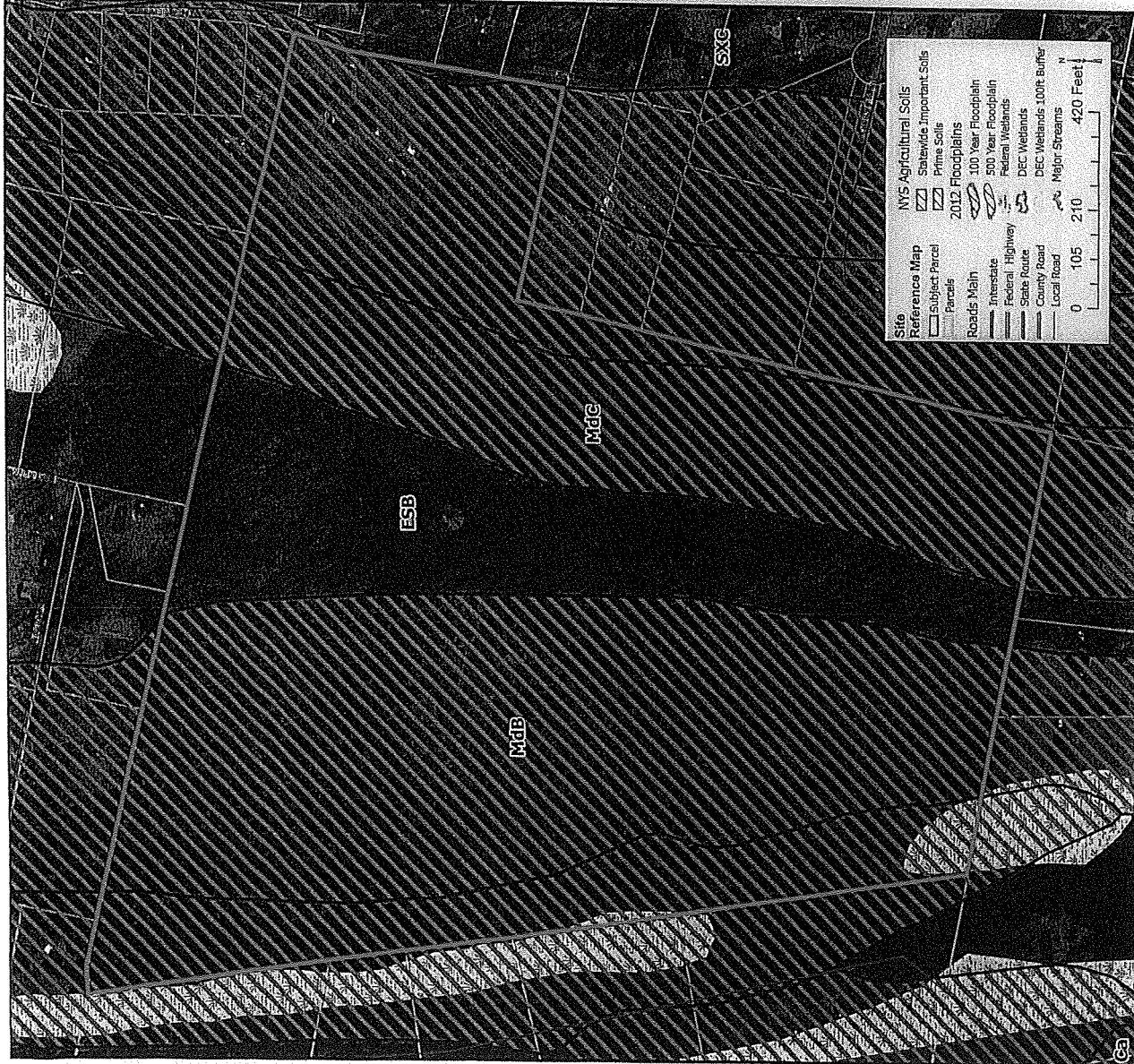


The County of Orange is not responsible for any information as to the accuracy or completeness of any information depicted on this map. Data depicted here may have been obtained from various sources, including but not limited to, the County of Orange, State and Local government agencies, and other sources. The County of Orange hereby disclaims any liability for any errors or omissions on the use of the information and/or representation contained herein.



Map Prepared By: V. Fernandez-Rodriguez
Orange County Department of Planning
March 25, 2026

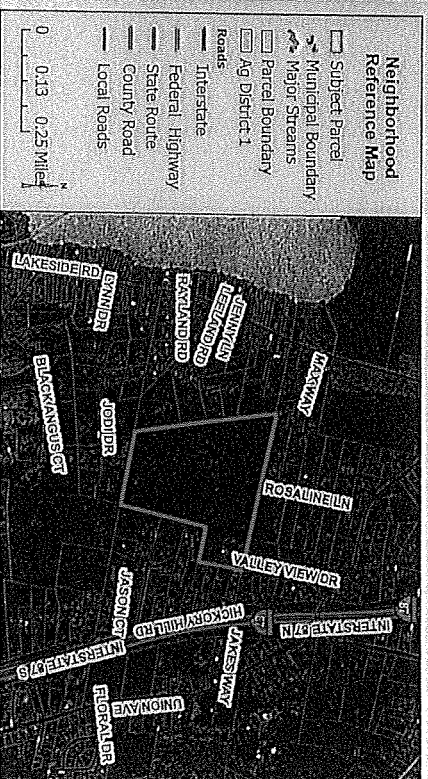
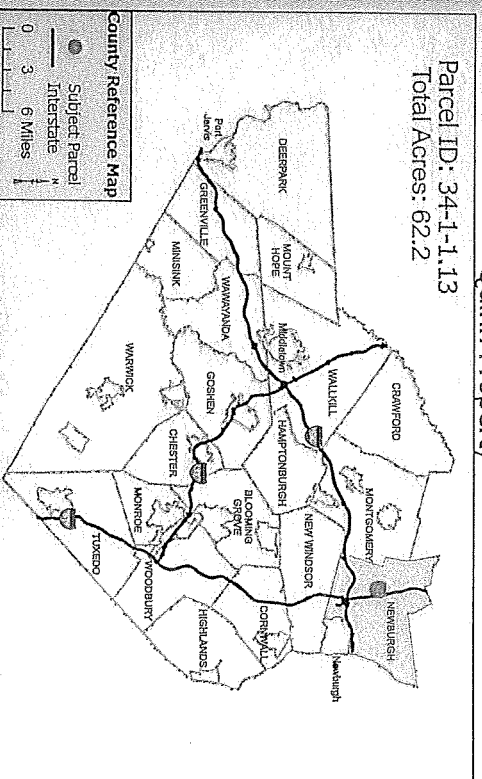
Prime Soils: Approx. 50.44 Acres (81.1%)
Statewide Important Soils: Approx. 0 Acres (0%)



2026 Orange County Agricultural Districts Requested Additions-Town of Newburgh

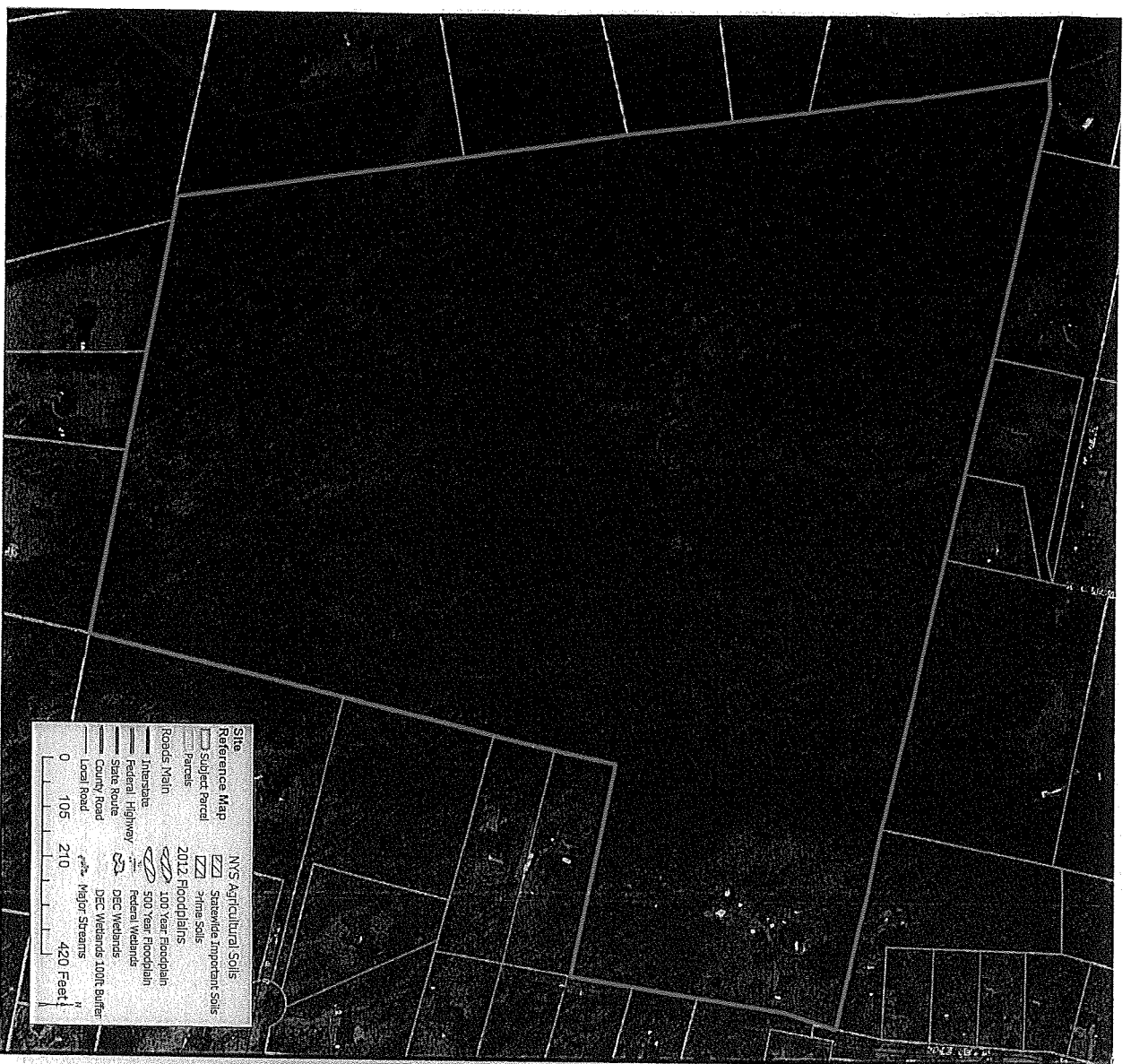
Quinn Property

Parcel ID: 34-1-1.13
Total Acres: 62.2



The County of Orange makes no warranty whatsoever as to the accuracy or completeness of any information contained herein. The information is provided for informational purposes only and is not intended to be used for any other purpose. The County of Orange is not responsible for any errors or omissions in this information. The County of Orange is not responsible for any damages or losses resulting from the use of this information. The County of Orange is not responsible for any other matters related to this information.

Map Prepared By: V. Fernandez-Rogers
Orange County Department of Planning
March 25, 2026
Prime Soils: Approx. 50.44 Acres (81.1%)
Statewide Important Soils: Approx. 0 Acres (0%)





TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#13A

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

To: Supervisor Piaquadio
Town Board Members

From: Eileen P Rose, HR Manager *EPR*

Date: April 27, 2026

Re: Seasonal Recreation Aides

Mr. Presutti would like to hire the attached list as Seasonal Recreation Aides, starting on 6/01/2026 until 9/06/2026. Ryan Greene, Regan Moeykens and Adeline Spignardo will be helping with the Summer Camp Program and need a start date of 5/18/2026. Salaries are according to their time with us.

All new applicants hiring is contingent on your approval and the completion of their fingerprints, paperwork, and drug/alcohol testing. For returnees, hiring is contingent on your approval, the completion of their paperwork and drug/alcohol testing.

Thank you in advance.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black/Eileen Rose, Personnel

FROM: Jim Presutti, Commissioner

DATE: April 21, 2026

RE: Request to Hire Seasonal Employees

Please find below the names and suggested salaries for the seasonal camp employees.

NAME	POSITION	PAY	BUDGET	SEASON
		\$		
BELL, KATHERINE	REC AIDE	17.91	7140	6/01-9/06
DEMBINSKY, ALEXANDRA	REC AIDE	17.91	7140	6/01-9/06
DEMBINSKY, SAMANTHA	REC AIDE	17.91	7140	6/01-9/06
FENDT, RACHEL (Asst. Director)	REC AIDE	21.06	7140	6/01-9/06
GREENE, RYAN (Teen Director)	REC AIDE	20.00	7140	6/01-9/06
GUERRA, ISABELLA	REC AIDE	18.45	7140	6/01-9/06
HAWVER, DAMON	REC AIDE	18.45	7140	6/01-9/06
HERNANDEZ, GEOVANNY	REC AIDE	17.31	7140	6/01-9/06
JORDY, KATELYN (Yg. Camper Director)	REC AIDE	20.04	7140	6/01-9/06
JUSINO, JANELLE	REC AIDE	17.91	7140	6/01-9/06
KUBIN, JAYCEE	REC AIDE	17.31	7140	6/01-9/06
LAWSON, HOPE	REC AIDE	17.91	7140	6/01-9/06
MOEYKENS, REGAN (Health Director)	REC AIDE	20.04	7140	6/01-9/06
MOTT, SHELBY	REC AIDE	17.31	7140	6/01-9/06
NAPARANO, DEAN	REC AIDE	17.31	7140	6/01-9/06
O'CONNELL, KERRY (Asst. Director)	REC AIDE	20.10	7140	6/01-9/06
ONDREYKO, MASON	REC AIDE	19.34	7140	6/01-9/06
PERRIN, SEAN	REC AIDE	17.91	7140	6/01-9/06
PUSHMAN, HAILEY	REC AIDE	17.31	7140	6/01-9/06

NAME	POSITION	PAY \$	BUDGET	SEASON
SEAGER, ISABELLA	REC AIDE	18.45	7140	6/01-9/06
SPAMPINATO, EVANGELINE	REC AIDE	19.00	7140	6/01-9/06
SPIGNARDO, ADELINE	REC AIDE	19.00	7140	6/01-9/06
SPIGNARDO, CONNOR	REC AIDE	18.45	7140	6/01-9/06
STAUSS, MADISON	REC AIDE	17.91	7140	6/01-9/06
SZELI, LOGAN	REC AIDE	17.31	7140	6/01-9/06
SZELI, RILEY	REC AIDE	18.45	7140	6/01-9/06
WEBER, ASHYLN	REC AIDE	17.91	7140	6/01-9/06
WEBER, LAUREN	REC AIDE	18.45	7140	6/01-9/06

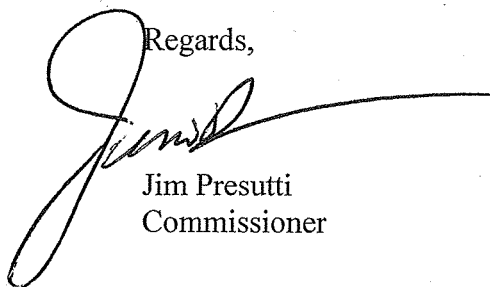
We would also like approval in advance for the following applicants to be hired **ONLY IF** any of the above decline the position being offered.

ALTERNATES

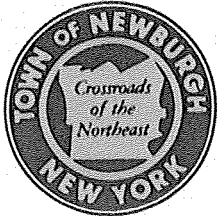
David Molina
 Ryan Orsino
 Connor Starace

Thank you for your consideration.

Regards,



Jim Presutti
 Commissioner



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PH: 845-566-7785
Fax: 845-564-2170

PERSONNEL DEPT.

To: Supervisor Piaquadio
Town Board Members

From: Eileen P Rose, HR Manager *EPR*

Date: May 21, 2026

Re: part-time Recreation Aide Position

Please see attached the recommendation from James Presutti, Commissioner, to fill the position of part-time Recreation Aide Position at the Desmond Center. Mr. Presutti is recommending Karyn Hudgens-Gorman as the new Part-Time Recreation Aide. Once approved Ms. Hudgens-Gorman will need to complete paperwork, and go for her physical, drug/alcohol test, and fingerprints. A start date on or after June 15, 2026 is anticipated, with a salary of \$20.00 per hour. This is also pending Orange County Human Resources pre-approval.

Thank you in advance.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black/Eileen Rose, Personnel

FROM: Jim Presutti, Commissioner

DATE: May 21, 2026

RE: Request to Hire P/T Recreation Aide

We are requesting your approval to hire Karyn Hudgens-Gorman as a part time Recreation Aide to fill the current opening at the Desmond Center. Ms. Hudgens-Gorman will be hired at the rate of \$20.00/hour.

This position is currently funded in the 2026 Recreation Department budget. The start date for this position will be on or after June 15th.

Thank you for your consideration.

Regards,



Jim Presutti
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: KARYN HUDGENS GORMAN

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: PART TIME

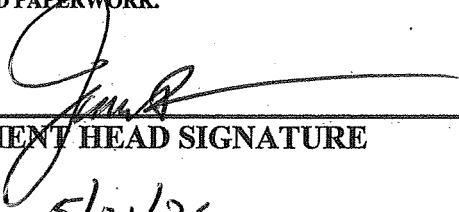
HOURLY RATE: \$20.00

IS POSITION FUNDED IN CURRENT BUDGET: ☒ YES OR NO ☐

FUND APPROPRIATION NUMBER: A 7520-5100

PROPOSED HIRE DATE: ON OR AFTER 6/15/26

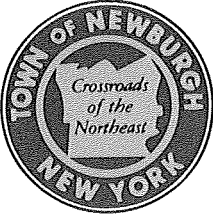
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

5/21/26
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT**

**COPY TO ACCOUNTING DEPARTMENT
5-22-2017**



#13C
TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black/Eileen Rose, Personnel

FROM: Jim Presutti, Commissioner

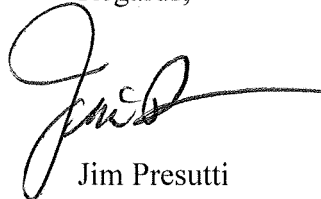
DATE: May 21, 2026

RE: Part Time Recreation Aide Position

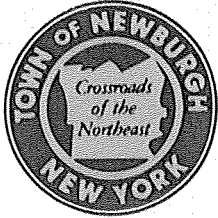
We are requesting your approval to begin the process to hire a part time Recreation Aide for the Desmond campus to fill the opening left by the resignation of Rebecca Williams. The funds for this position are available in the 2026 budget.

Thank you for your consideration.

Regards,



Jim Presutti



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#13D

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

To: Supervisor Piaquadio
Town Board Members

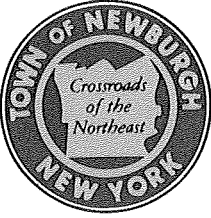
From: Eileen P Rose, HR Manager *EPR*

Date: May 1, 2026

Re: Full-time Laborer

Please see attached the recommendation from James Presutti, Commissioner, to fill the position of full-time Laborer. Stancil Scott showed an interest in the full-time position. He currently is a part-time Laborer in the Recreation Department. He has been pre-approval from Orange County Human Resources. His salary will be \$25.28 per hour per the CSEA contract Step 7. The propose start date is May 18, 2026.

Thank you in advance.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black/Eileen Rose, Personnel

FROM: Jim Presutti, Commissioner

DATE: April 29, 2026

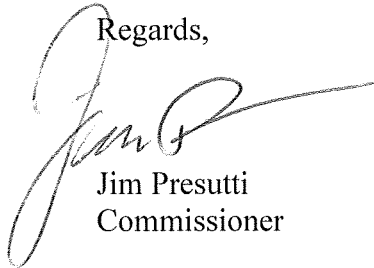
RE: Request to Hire F/T Laborer

We are requesting your approval to hire Stancil Scott as a full time Laborer in the Recreation Department. Mr. Scott is currently employed in the Recreation Department as a part time Laborer. The starting salary for this position will be \$25.28.

This position is currently funded in the 2026 Recreation Department budget. The start date for this position will be on or after May 18th.

Thank you for your consideration.

Regards,



Jim Presutti
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: STANCL SCOTT

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: FULL TIME

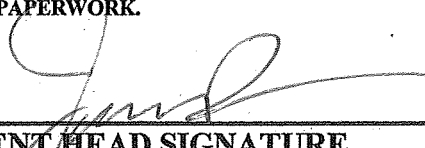
HOURLY RATE: \$25.28

IS POSITION FUNDED IN CURRENT BUDGET: ☒ YES OR NO ☐

FUND APPROPRIATION NUMBER: A 7110.5100

PROPOSED HIRE DATE: 5/18/26 ON OR AFTER

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

4/30/26
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT**

**COPY TO ACCOUNTING DEPARTMENT
5-22-2017**

Monarch Drive Playground Proposal

Our park at Monarch Drive has been in existence for approximately 40 years. Our community is growing at a rapid rate. This park is in the center of our town where it could be better utilized with the upgrade we are planning. At this time, we have put in new pickleball courts and have a play field for soccer, football, etc. We would like to replace the existing older playground and place the new playground closer to the courts, adding a picnic area and a sitting area. We have provided letters of support from the local business community. By doing the renovations and upgrades to this already beautiful area, it will allow families of all ages to come together and spend quality time outdoors. A senior living facility is also nearby. These improvements will allow our seniors to enjoy being out in the fresh air and spend time with their families. All of the items being used for this playground project are currently on state bid.

TEST REPORT

DATE: 08-05-2025

Page 1 of 1

TEST NUMBER: 0321112

CLIENT	Zeager Bros Inc.
--------	------------------

TEST METHOD CONDUCTED	Surface Flammability of Carpets and Rugs (16 CFR Chapter II, Subchapter D, Part 1630 CPSC FF 1-70) also referenced as ASTM D2859
-----------------------	--

DESCRIPTION OF TEST SAMPLE	
IDENTIFICATION	WOODCARPET@ EWF/NJ-C
COLOR	NATURAL
CONSTRUCTION	ENGINEERED WOOD FIBER

GENERAL PRINCIPLE

This test method is intended to measure the response of finished textile floor covering materials when exposed to an ignition source under controlled laboratory conditions. It is applicable to all types of textile floor coverings whether constructed from natural or man-made materials.

TEST CRITERION

The uncharred area of the test specimen must be greater than one inch in at least seven of the eight specimens tested in order to meet the acceptance criterion.

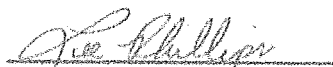
TEST RESULTS

	SPECIMEN NUMBER							
	1	2	3	4	5	6	7	8
Uncharred Area (Inches)	3.6	3.6	3.6	3.6	3.6	3.6	3.5	3.6

NOTE: This material was tested on the face side.

This material **PASSES** the Federal Flammability Standard CPSC FF 1-70.

APPROVED BY:




This facility is accredited by the National Voluntary Laboratory Accreditation Program for the specific scope of accreditation under Lab Code 100797. This accreditation does not constitute an endorsement, certification, or approval by NIST or any agency of the United States Government for the product tested. This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. This report applies only to those samples tested and is not necessarily indicative of apparently identical or similar products. This report, or the name of Professional Testing Laboratory, LLC, shall not be used under any circumstance in advertising to the general public.



Accreditation #93341



Liberty Parks & Playgrounds

DREAM BIG

P.O. Box 52, Stratford, NJ 08084 | 877.376.7823 | libertyparks.com

PROPOSAL

To: Town of Newburgh
1702 Route 300 Newburgh, NY 12550
Attn: James Presutti
845-564-2429
commissioner@townofnewburgh.org

Re: Monarch Drive Park

Date: March 24, 2026

Item	Qty	Description	Price
Miracle Recreation			
1	1	TotsChoice Structure #718S252J	\$27,701.00
2	22	6' Miracle Timber 12" High w/2 30" Stakes-Rb #44012R	\$2,442.00
3	5	Male Length Adapter, Miracle Timbers-Recy #440R	\$435.00
4	1	Access Ramp w/2 Miracle Timbers-Recycled #4406R	\$1,478.00
5	1	Welcome Sign Ages 2-12, FS #787002	\$906.00
Miracle Recreation Subtotal			\$32,962.00
Sourcewell Discount			(\$8,302.00)
Freight			\$887.00
Miracle Recreation Total			\$25,547.00
Engineered Wood Fiber			
6	50 CY	Engineered Wood Fiber (EWF) Playground Mulch.	\$1,875.00
Freight			\$202.00
Engineered Wood Fiber Total			\$2,077.00
Installation			
7	1	Install of line items #1-6 (above).	\$23,994.00
Brush removal and tree trimming to be done by others.			
Grand Total			\$51,618.00
Pricing conforms to Sourcewell Contract #0101625-PLP All Labor pricing is based upon NY prevailing wages			

PRICING VALID FOR 30 DAYS

Prior to placement of order, please contact your representative with your color selections.

If tax is not included on proposal, we will require a tax exempt certificate. If we are not provided a tax exempt certificate, tax will be added to the invoice which will alter the grand total.

Current Delivery: Lead Times are changing daily. Contact your representative for an updated lead time.

Current Installation: Approximate Install date will be given when deposit check is received. *Installation lead time may vary depending when check is received.*

Disposal of trash generated during construction shall be disposed of by customer. A dumpster could be provided for an additional \$950.00

Forklift needed to offload delivery via tractor trailer. Lift gate service may be available for additional charge

If installation is not included on this proposal, unloading the equipment will be done by others (owner's responsibility). Unloading of the equipment may be available for an additional fee. This fee is not included with this quote unless specifically stated. Owner must contact us for pricing and availability prior to placing the order.

Installation is not provided, unless included above. The following items are relevant to proposals involving installation:

Work area must be level and accessible by trucks and equipment necessary to perform the required tasks.

Unless otherwise noted, poured in place is std. color/black 50/50 mix; rubber mulch is std. color selection.

Any necessary permits are to be obtained by the owner unless otherwise noted.

The cost to locate and identify any PRIVATE utilities is the Owners. This includes anything not located by Miss Utility, NJ One Call, PA One Call, New York 811, Repair of unidentified, unmarked underground private utilities that are damaged during construction is the responsibility of the Owner

Pricing assumes good soil conditions. Additional charges may be applied due to unforeseen circumstances; such as rock, buried debris, etc. Potentially avoid additional costs and delays by notifying us of any known obstructions.

If demolition of existing equipment is to be completed by the owner, it is imperative that all concrete footers be removed and replaced with clean, compacted fill.

An on site area shall be provided by the owner for the deposit of unused spoils (dirt, rock, debris, etc.) that are produced as a result of the work performed.

An on site area shall be provided by the owner for the deposit of unused spoils (dirt, rock, debris, etc.) that are produced as a result of the work performed.

PAYMENT TERMS: 50% DUE AT TIME OF ORDER, REMAINDER DUE UPON SATISFACTORY COMPLETION. Non-taxable customers will provide proper tax exemption certificate to Liberty Parks & Playgrounds. Purchase orders and payments should be made payable to the order of Liberty Parks & Playgrounds. I/we understand that all accounts are payable to Liberty Parks & Playgrounds according to the terms shown on each invoice, and if not paid on or before said date, are then delinquent. I/we agree to pay any and all service charges (1.25% per month) added each month to past due invoices. All charges are due and payable in full at PO BOX 52, Stratford, NJ 08084. To the extent the terms and conditions of any purchase order and/or order confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail.

Initial _____

To be filled out by customer;

Accepted by: _____	
signature	date
_____	_____
please print name	title

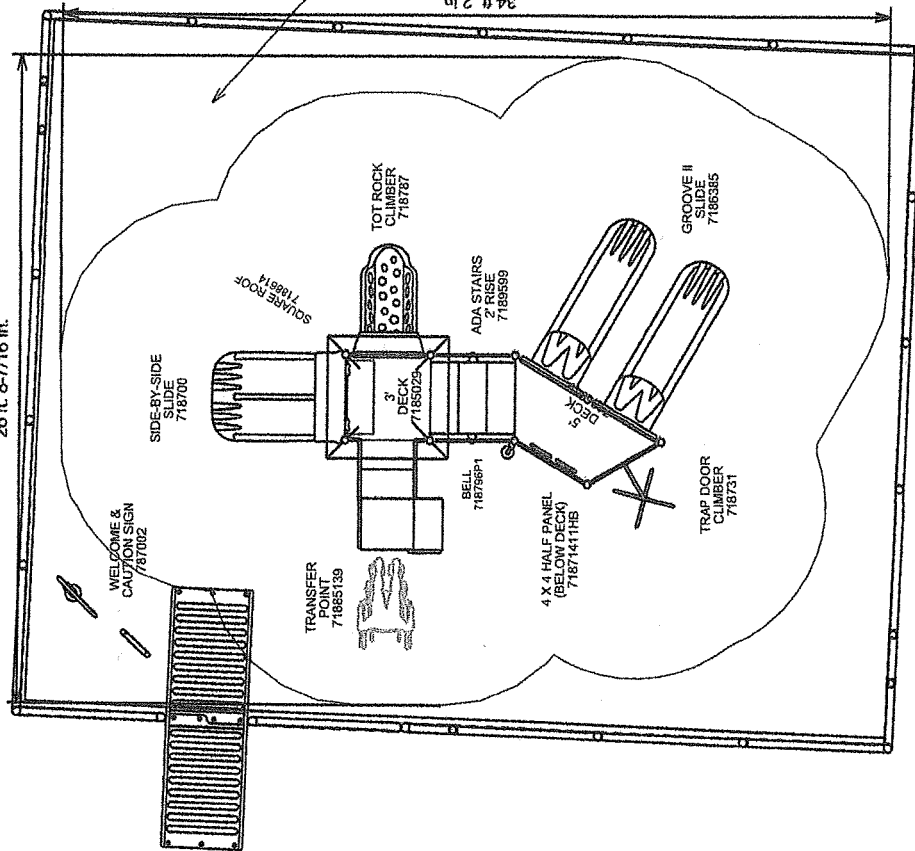
Ship To: _____	
_____	Name _____
street address	phone
_____	_____
city/town state zip	email address
_____	_____
Bill To _____	
_____	Name _____
street address	phone
_____	_____
city/town state zip	email address
_____	_____
purchase order if applicable	

Monarch Drive Park 718-S252J

2-12

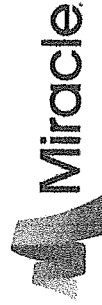
AGE GROUP: 2-12 ASTM	
ELEVATED PLAY ACTIVITIES - TOTAL: 5	5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 5	5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0	0
GROUND LEVEL ACTIVITY TYPE: 2	2
GROUND LEVEL QUANTITY: 2	2

26 ft. 8-7/16 in.



Existing Tree to remain and be trimmed as needed by others.

BENCH W/BACK 8' DIAMOND ING MRSG315D



25016875

LIBERTY PARKS & PLAYGROUNDS
P.O. BOX 52
STRATFORD, NJ
PHONE NO: Enter Phone No.
EMAIL:

COMPLIES TO ASTM/CPSC

PROTECTIVE AREA: 60' x 46'-6"
GROUND SPACE: 133' x 200'

COMPLIES TO ADA

DRAWN BY: Joe Smith
DATE: 03/13/2026

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

James E Manley Jr
Serving New York, New Jersey &
Pennsylvania
845-564-1500 Fax 845-564-0072

April 28, 2026

To whom it may concern:

I hope this letter finds you well. My name is James Manley, and I have been proud resident and business owner in the Town of Newburgh for the past 36 years. I am writing to express my strong support for the Monarch Drive Playground project.

As a business owner deeply invested in our community, I believe that projects like this are crucial for enhancing the beauty of our town and providing valuable opportunities for our residents to enjoy the great outdoors. The proposed playground location, situated near a large housing development and close to a senior community, will serve as a welcoming space for individuals and families of all ages. It is heartening to know that many generations will be able to enjoy this park, fostering community connections and encouraging active lifestyles.

In my experience, outdoor spaces play a significant role in the well-being of our residents, offering them a place to gather, engage, and create lasting memories. The Monarch Drive playground will not only beautify the area but provide a safe and enjoyable environment for children to play in and for families to spend quality time together.

I fully support this project and encourage others in our community to do the same. Together, we can create a vibrant and inviting space that reflects the spirit of the Town of Newburgh and enhances the quality of life for all its residents.

Thank you for considering my thoughts. I look forward to seeing the positive impact that the Monarch Drive Playground will have on our community

Warm Regards,



James E. Manley, Jr., Agent
State Farm Insurance Companies

JEM/lj



To Whom it May Concern,

I am writing this letter in support of the Monarch Drive Playground. As a community business owner, we like to support any project that will enhance the beauty and provide opportunities for our residents to enjoy the outdoor environment. This project will be placed in an area close to a large housing development with a senior housing community nearby, thus allowing all generations to enjoy it. We fully support this project.

Respectfully,

A handwritten signature in black ink, appearing to read 'Mark A. Copans', is written below the word 'Respectfully,'.

Mark A. Copans - *President*

Personalize It
227 S. Plank Rd.
Newburgh, NY 12550







North ↗

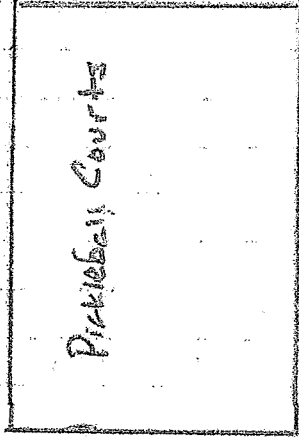
SBL 103-1-13.1

WOODED AREA

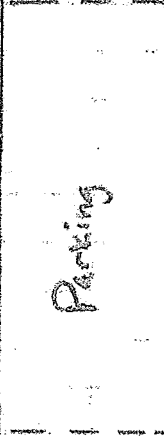
Existing Playground



Pickleball Courts



Parking



Proposed
Playground



TREE

MONARCH DRIVE

MONARCH DRIVE PARK

NEWBURGH, N.Y.

* sketch NOT to scale

SBL:
103-1-13.1
103-1-13.1
103-1-13.1
103-1-13.1



P.O. BOX 52
STRATFORD, NJ 08084

203-788-8300

joe.smith@libertyparks.com

www.libertyparks.com

Liberty Parks & Playgrounds

March 17, 2026

James Presutti
Sheri Drivanos
1702 Route 200
Newburgh, NY 12550

RE: Monarch Drive Park Playground
Dear James and Sheri:

Thank you for the opportunity to present the enclosed proposal for Miracle Recreation Playground Equipment. Our goal is to offer exceptional service from design through installation and beyond. It has been exciting to work with you on the design of the project, and I look forward to helping you make this design a reality.

This proposal consists of 3D renderings of the play structures, a top-down plan, a quote outlining the scope of work to be completed by Liberty Parks & Playgrounds, and additional information pertinent to the project.

We look forward to partnering with you on this improvement to your community. When you decide to move forward, please provide us with:

- Signed Quote
- Signed Purchase Order
- Confirmation of Equipment Colors

Once we receive those items, we will submit your order for fabrication. As of the date of this letter, the equipment delivery and installation timeframe is approximately 7 to 8 weeks from the time we submit your signed order to the manufacturer.

This timeline can be extended to suit your needs.

If there's anything else I can provide at this point, please let me know.

Sincerely,

Joe Smith
NY Sales Representative
[c] 203-788-8300



Liberty Parks & Playgrounds

P.O. BOX 52
STRATFORD, NJ 08084
877-376-7823
fax: 877-376-7823
Info@libertyparks.com
www.libertyparks.com

REFERENCES

Clark Mathes, Superintendent of Buildings and Grounds
Voorhees Township Public Schools
329 Route 73
Voorhees, NJ 08043
856-751-8446
mathesc@voorhees.k12.nj.us

Al Zone, CEO
Elmwood Park Zoo
1661 Harding Blvd
Norristown, PA 19401
866-939-6513
azone@elmwoodparkzoo.org

Rich Kerr, Superintendent of Sports Turf and Open Space
Township of Evesham
984 Tuckerton Road
Marlton, NJ 08053
856-983-2900
KerrR@evesham-nj.gov

John Keenan, Borough Clerk
Stratford, NJ
307 Union Ave
Stratford, NJ 08084
856-783-0600
johnkeenan@stratfordnj.org



Working Together to Keep Everyone Safe

At Miracle® Recreation, safety is at the forefront of everything we do. That's why we are dedicated to meeting or exceeding the safety guidelines put in place for playground manufacturers. We not only comply, but also work closely with these organizations to develop guidelines that make play safer every day.

The American Society for Testing and Materials (ASTM) is a globally recognized leader in the development and delivery of material standards. Today, some 12,000 ASTM standards are used around the world to improve product quality, enhance safety, facilitate market access and trade, and build consumer confidence. ASTM recently published a new "Standard for Consumer Safety Performance Specification for Playground Equipment for Public Use" in 2017. Miracle Recreation closely follows these standards in all of our product designs and materials. Visit the ASTM website.

The Canadian Standard Association (CSA) is an independent standards development organization focusing on the Canadian market. Their most recent standard was revised in 2016 and is published as CAN/CSA Z614, Guideline on Children's Playspaces and Equipment Standard.

The Consumer Product Safety Commission (CPSC) is a government agency that sets product safety guidelines and practices. Their Handbook for Public Playground Safety, first published in 1981, includes guidelines for designing, constructing and maintaining public playgrounds. Visit the CPSC website.

Miracle Recreation is also a member in good standing of the International Play Equipment Manufacturer's Association (IPEMA), a member-driven international trade organization which represents and promotes an open market for manufacturers of play equipment. In the interest of playground safety, IPEMA provides a Third-Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in Miracle Recreation materials signifies that Miracle Recreation has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Check the IPEMA website to confirm product validation.

The International Standards Organization is a network of national standard institutes that work in partnership with international organizations, governments, industry, business and consumer representatives to develop universal standards for quality, environmental and management processes. Miracle Recreation's ISO 9001:2015 certification by SGS for its quality management system and ISO 14001:2015 certification by Intertek for its environmental management system demonstrates our quality and environmental commitment to you. Visit the SGS website.

Miracle Recreation offers playgrounds that have been certified by TUV Product Service, the recognized testing house designed by the European Union. This certification demonstrates compliance with the European Harmonized Standard for Commercial Play Equipment, EN 1176.

MIRACLE RECREATION WARRANTY

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.

2. LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

3. LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, and Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

4. LIMITED EIGHT (8) YEAR WARRANTY:

- Fiberglass signage, precast PolyFiberCrete or precast concrete products.
- Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).

5. LIMITED FIVE (5) YEAR WARRANTY:

- Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
 - Mira-Therm™ PVC coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Accessible swing seats latch and hinge mechanism.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
 - Concerto products (Note Exception: Warranty does not cover mallets or Tall Chime cable assemblies).
- 6. LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- 7. LIMITED ONE (1) YEAR WARRANTY:**
- Splashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
 - Pool slide support structures, stairways, landings and railings.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

8. LIMITED SIX (6) MONTH WARRANTY:

- PlaySoleil solar-powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warrant that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect,

in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Unless manufactured with coastal coatings, product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty for defects caused by corrosion.

Warranties specifically do not cover Miracle products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray unless the product is manufactured with coastal coating, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Prices are subject to change without notice and are exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges. Prices shown are in US dollars.

CERTIFICATIONS



ISO 9001 Certification: The International Standards Organization is a network of national standard institutes that work in partnership with international organizations, governments, industry, business, and consumer representatives to develop universal standards for quality, environmental, and management processes.



The Miracle Recreation Equipment company has been certified to 14001:2015 for its environmental management system.



European Norm EN-1176. Miracle® offers playgrounds that have been certified by TÜV Product Service, the recognized testing house designated by the European Union. This certification demonstrates compliance with the European Harmonized Standard for Commercial Play Equipment, EN 1176.



The space requirements in this catalog are shown to ASTM standards. Requirements for other standards may be different.



Canadian Welding Bureau Certified



IPEMA Member: Miracle® is a member in good standing of the International Play Equipment Manufacturer's Association (IPEMA), a member-driven international trade organization which represents and promotes an open market for manufacturers of play equipment.

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3551, Standard Test Method for Impact Testing in Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.



878 E. Hwy 60 • Monett, Missouri, USA 65708 • 417-236-5817
USA 888-458-2772 • CANADA 800-516-1924 • INTERNATIONAL 417-236-5817

Miracle Recreation Equipment Company is a proud member of the International Play Equipment Manufacturers Association (IPEMA). For more information, visit www.ipema.org.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Liberty Parks and Playgrounds of NY, LLC	
	2 Business name/disregarded entity name, if different from above. Liberty Parks & Playgrounds	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. PO Box 52		Requester's name and address (optional)
6 City, state, and ZIP code Stratford, NJ 08084		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

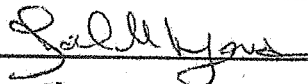
Social security number								
			-				-	
or								
Employer identification number								
3	3	-	1	4	9	5	2	6 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **02/11/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Liberty Parks and Playgrounds of New York LLC

DBA: Liberty Parks & Playgrounds

22 W Vassar Ave

Stratford, New Jersey 08084

Phone Number: 8773767823

Registration Number: 25-643B5-CR

Date of Issue: 2025-02-14

Expiration Date: 2027-02-14

(This license is valid only for the contractor named above)

Roberta Reardon
Commissioner

**New York State Department of
Labor**



MIRACLE RECREATION WARRANTY

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2.LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

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4.LIMITED EIGHT (8) YEAR WARRANTY:

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- PlaySoleil solar-powered light.

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in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

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- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray unless the product is manufactured with coastal coating, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Prices are subject to change without notice and are exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other changes. Prices shown are in US dollars.

CERTIFICATIONS



ISO 9001 Certification: The International Standards Organization is a network of national standard institutes that work in partnership with international organizations, governments, industry, business, and consumer representatives to develop universal standards for quality, environmental, and management processes.



The Miracle Recreation Equipment company has been certified to 14001:2015 for its environmental management system.



European Norm EN-1176. Miracle® offers playgrounds that have been certified by TÜV Product Service, the recognized testing house designated by the European Union. This certification demonstrates compliance with the European Harmonized Standard for Commercial Play Equipment, EN 1176.



The space requirements in this catalog are shown to ASTM standards. Requirements for other standards may be different.



Canadian Welding Bureau Certified



IPEMA Member: Miracle® is a member in good standing of the International Play Equipment Manufacturer's Association (IPEMA), a member-driven international trade organization which represents and promotes an open market for manufacturers of play equipment.

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing in Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.



Miracle

878 E Highway 60 / Monett, Missouri, USA 65708 / Miracle-Recreation.com
USA 888-458-2752 / CANADA 888-516-0245 / INTERNATIONAL +1417-255-6917



#14

TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

Subject: Authorization to pay Vet Services Utilizing Account 5144

Date: 4.13.24

I am requesting authorization to pay for Vet service:

F.A. 17.

*Totaling: \$ 87.60

Canine: \$ 87.60

Feline: \$

Other: \$

Town of Newburgh
Tracy ACO
645 Gidney Avneue
Newburgh, New York 12550

Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553
9180

#78569

Terms

Apr-26

Space Below for City Use

Purchase Order	
Date Received	
Fund & Approp Charged	AMOUNT
A0522 3510.448	
Verified	

Claimants Invoice #

Date	Invoice	Amount
4/13/2026	5356795623 2026-04-09 Stubby	\$208.50
	5356795668 2026-04-09 Stubby billed incorrect	\$ 186.25
	5356795671 2026-04-09 Stubby correct billing	\$ 52.95
	175323 Ramies Vall	34.65
		87.60
		\$ 175.20

Allison Travis certify that the foregoing account in the amount of ~~\$175.20~~ 87.60 is true and correct, that the services and disbursements charged therein were rendered to or for the city of Newburgh on the dates stated, that no part thereof has been paid or satisfied and that the amount claimed is actually due.

Date

Authorized Signature & Title

Federal ID#

Space below for City use	
Department Approval The above services or materials have been rendered or furnished to the City of newburgh and the charges are correct 4/13/26 Date Authorized Official	Approved for Payment I hereby approve this claim and order it paid from the appropriations indicated the above Date Comptroller or City Manager

**VCA Flannery Animal Hospital PC**

789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Keller | Date: 4/13/2026 at 09:35 | Invoice: 5356795623 | Cashier: Allison T

Client

Town Of Newburgh Animal Control (#78569)
Tracey ACO
645 Gidney Ave
Newburgh, NY 12550

Patient

2026-04-09 Stubby (#175323)
Species: Canine (American Bully)
Sex: Male Intact | Color:
Birth: | Age: | Weight:

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
4/9/2026	Boarding Dog	1.00	\$86.25		\$0.00	\$86.25 52.4
4/10/2026	Boarding Go Home Day	1.00	\$0.00		\$0.00	\$0.00
	Rabies Vaccine 1yr Canine	1.00	\$69.30	-\$34.65	\$0.00	\$34.65
	Doctor Directed Visit	1.00	\$0.00		\$0.00	\$0.00

Subtotal:**\$120.90**

Discounts	Shelters/Rescue/PetStore	\$34.65
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87.60 + 2

A Message from VCA

Please note all prescription refill request require at least 24-hour notice. For home delivery, download the myVCA app.

Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
2026-04-09 Stubby	\$155.55	-\$34.65	\$0.00	\$120.90 87.60

Prev Balance:	\$87.60
Total Due:	\$120.90
Amount Paid:	\$0.00
Amount Due:	\$208.50

COPY

For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.