



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

May 13, 2019
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence (Prayer)/ Momento de Silencio (Rezo)
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on April 22, 2019
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. NECSD Capital Bond and Budget Presentation by Dr. Padilla
Presentación de Presupuesto y Capital del Distrito Escolar de la Ciudad de Newburgh por el Dr. Padilla
7. Lead Line Replacement Program
(Wayne Vradenburgh)

Programa de Reemplazo de Cañerías Maestras (Wayne Vradenburgh)

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

8. Resolution No. 104-2019 - Agreement with CSX for Impacts Related to the Replacement of the Walsh Road Bridge
Resolution authorizing the Interim City Manager to execute an agreement with CSX Transportation, Inc. for a preliminary engineering agreement to assess

impacts related to the replacement of the Walsh Road Bridge. (Jason Morris)

Una resolución autorizando al Gerente Interino de la Ciudad a ejecutar un acuerdo con “CSX Transportation, Inc.” Para un acuerdo preliminar de ingeniería para asesar los impactos relacionados con el reemplazo del Puente Walsh Road. (Jason Morris)

9. Resolution No. 105-2019 - PIN 8758.75 Traffic Signal Upgrades Master Federal-Aid Local Project Agreement

Resolution authorizing the Interim City Manager to execute a Master Federal-Aid Local Project Agreement with the New York State Department of Transportation to fund in the first instance 100% of the Federal-Aid and Non-Federal Aid eligible costs to fund the preliminary engineering, final design and right-of-way incidental phases for the Traffic Signal Upgrades Program. (Jason Morris)

Una resolución autorizando al Gerente Interino de la Ciudad a ejecutar un acuerdo Maestro del Proyecto Local de Ayuda Federal con el Departamento de Transporte del Estado de Nueva York para financiar en primera instancia 100% de los costos elegibles de Ayuda Federal y Ayuda No-Federal para financiar el anteproyecto de ingeniería, diseño final y las fases incidentales de derecho de paso para el programa de actualizaciones de señales de tráfico. (Jason Morris)

10. Resolution No. 106-2019 - Home Rule request -- Police Officer Samuel Kenan Jr. retirement

Resolution requesting the State Legislature to enact Senate Bill S4135 and Assembly Bill A7014 authorizing the City of Newburgh to offer an optional twenty year retirement plan to Police Officer Samuel Kenan, Jr. pursuant to Section 384-d of the Retirement and Social Security Law. (Michelle Kelson)

Una resolución solicitando a la Legislatura Estatal que decrete el proyecto de Ley del Senado S4135 y el proyecto de ley de la Asamblea A7014 autorizando a la Ciudad de Newburgh a que ofrezca un plan de jubilación opcional de veinte años al oficial de policía Samuel Kenan, Jr. Conforme con la Sección 384-d de la Ley de Jubilación y Seguro Social. (Michelle Kelson)

11. Resolution No. 107-209 - Fireworks Contract 2019

Resolution authorizing the Interim City Manager to accept a proposal and execute a contract with Fireworks Extravaganza for the 2019 City of Newburgh Fourth of July Celebration for the amount of \$10,000.00. (Todd Venning)

Una resolución autorizando al Gerente Interino de la Ciudad a aceptar una propuesta y ejecutar un contrato con “Fireworks Extravaganza” para la Celebración del Cuatro de julio de la Ciudad de Newburgh por el monto de \$10, 000.00. (Todd Venning)

12. Resolution No. 108-2019 - OCWA Leak Detection Grant

Resolution authorizing the Interim City Manager to apply for and accept if awarded an Orange County Water Authority grant to support the Water Department Leak Detection Program. (Wayne Vradenburgh)

Una resolución autorizando al Gerente Interino de la Ciudad a solicitar para y aceptar si es otorgada una Subvención de la Autoridad de Acueductos del Condado de Orange para apoyar el Programa de Detección de Fugas del Departamento de Agua. (Wayne Vradenburgh)

13. Resolution No. 109-2019 - Transfer of 140 Chambers Street, 27 Johnston Street and 43 Johnston Street

Resolution authorizing the transfer of real property known as 27 Johnston Street (Section 30, Block 2, Lot 16), 43 Johnston Street (Section 30, Block 2, Lot 10), and 140 Chambers Street (Section 18, Block 5, Lot 27) to the Newburgh Community Land Bank. (Ali Church)

Una resolución autorizando la transferencia de la propiedad conocida como la 27 de la Calle Johnston (Sección 30, Bloque 2, Lote 16), 43 de la Calle Johnston (Sección 30, Bloque 2, Lote 10), y la 140 de la Calle Chambers (Sección 18, Bloque 5, Lote 27) al Banco Comunitario Agrario de Newburgh. (Ali Church)

14. Resolution No. 110-2019 - Release of Restrictive Covenants - 130 Johnston Street

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Beth Conroy to the premises known as 130 Johnston Street (Section 18, Block 3, Lot 35) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emita a Beth Conroy a las instalaciones conocidas como la 130 de la Calle Johnston (Sección 18, Bloque 3, Lote 35) (Michelle Kelson)

15. Resolution No. 111-2019 - Release of Covenants - 53 Benkard Avenue

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Hazel Rose Holdings, LLC to the premises known as 53 Benkard Avenue (Section 45, Block 13, Lot 3) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emita a Hazel Rose Holdings, LLC a las instalaciones conocidas como la 53 de la Avenida Benkard (Sección 45, Bloque 13, Lote 3) (Michelle Kelson)

16. Resolution No. 112-2019 - Satisfaction of Judgments - 260 Liberty Street

Resolution authorizing the Interim City Manager to execute a Satisfaction of Judgments in connection with the sale of the premises located at 260 Liberty Street (Section 18, Block 6, Lot 30) to Jeremy Moore and Heather Moore. (Michelle Kelson)

Una resolución autorizando al Gerente Interino de la Ciudad a ejecutar una Satisfacción de Sentencias en conexión con la venta de las instalaciones ubicadas en la 260 de la Calle Liberty (Sección 18, Bloque 6 Lote 30) a Jeremy Moore y Heather Moore. (Michelle Kelson)

17. Resolution No. 113-2019 - Satisfaction of Mortgage - 184 Broadway

Resolution authorizing the Interim City Manager to execute a Satisfaction of Mortgage in connection with the premises located at 184 Broadway (Section 30, Block 1, Lot 33) (Michelle Kelson)

Una resolución autorizando al Gerente Interino de la Ciudad a ejecutar una satisfacción de Hipoteca en conexión con las instalaciones ubicadas en al 184 de Broadway (Sección 30, Bloque 1, Lote 33) (Michelle Kelson)

18. Resolution No. 114-2019 - Reverter settlement - 56 Benkard Avenue

Resolution authorizing the Interim City Manager to execute a settlement agreement in connection with the premises located at 56 Benkard Avenue (Section 45, Block 3, Lot 18) (Michelle Kelson)

Una resolución autorizando al Gerente Interino de la Ciudad a ejecutar un acuerdo en conexión con las instalaciones ubicado en la 56 de la Avenida Benkard (Sección 45, Bloque 3, Lote 18) (Michelle Kelson)

19. Resolution No. 115-2019 - Updated Contractor List for Lead Line Replacement Grant

Resolution updating the list of qualified plumbing contractors to perform work in connection with a New York State Department of Health Lead Service Line Replacement Program Grant. (Michelle Kelson)

Una resolución actualizando la lista de contratistas de plomería calificados para hacer trabajos en conexión con la Subvención del Programa de Reemplazo de Líneas de Servicio de Plomo del Departamento de Salud del Estado de Nueva York. (Michelle Kelson)

20. Resolution No. 116-2019 - Good Sports Equipment Donation

Resolution authorizing the Interim City Manager to accept a donation of sports equipment and apparel from Good Sports, Inc. in the amount of \$11,737.18 for use by the City of Newburgh Recreation Department (Derrick Stanton)

Una resolución autorizando al Gerente Interino de la Ciudad a aceptar una donación de equipo y vestimenta deportiva de Good Sports, Inc. Por el

monto de \$11,737.18 para uso del Departamento de Recreación de la Ciudad de Newburgh. (Derrick Stanton)

21. Resolution No. 117-2019 - Protect our Courts Act - support resolution

Resolution of the City Council of the City of Newburgh calling on the State Legislature to pass, and the Governor to sign, The “Protect our Courts Act” (A.2176/S.425), in order to protect certain interested parties or people from civil arrest while going to, remaining at, or returning from the place of a court proceeding. (Per Councilwoman Ramona Monteverde)

Una resolución del Ayuntamiento de la Ciudad de Newburgh haciendo un llamado a la Legislatura del Estado a pasar, y al Gobernador a firmar, la “Ley Proteja Nuestros Tribunales” (A.2176/S.425), con el fin de proteger a ciertas partes interesadas o personas de detención civil mientras van, permanecen, o regresan desde el lugar de un procedimiento judicial. (A pedido de la Concejala Ramona Monteverde)

22. Resolution No. 118-2019 - Paper Carryout Bag Fee

Resolution of the City Council of the City of Newburgh supporting a paper carryout bag reduction fee for Orange County. (As per Councilman Anthony Grice)

Una resolución del Ayuntamiento de la Ciudad de Newburgh apoyando una reducción de tarifas de bolsas de papel para el Condado de Orange. (A pedido del Concejala Anthony Grice)

23. Resolution No. 119-2019 - Donation of trees

Resolution authorizing the Interim City Manager to accept a donation of trees from Mid-Hudson Subaru. (As per Conservation Advisory Council Member Genie Abrams)

Una resolución autorizando al Gerente Interino de la Ciudad para aceptar una donación de Árboles del “Mid-Hudson Subaru”. (A pedido del Miembro del Concejo Consultivo de Conservación Genie Abrams)

24. Resolution No. 120-2019 - To Enact Legislation to Exempt from all Real Property Taxes the Granular Activated Carbon Treatment Facility

A resolution requesting the state legislature to enact legislation to exempt from all real property taxes the granular activated carbon treatment facility constructed at the city of newburgh water filtration plant property.

25. Ordinance No. 5-2019 - Municipal ID fee ordinance

Ordinance amending Chapter 163 entitled “Fees” of the Code of the City of Newburgh. (Michelle Kelson)

Una Ordenanza enmendando el Capítulo 163 titulado “Tarifas” del Código

de la Ciudad de Newburgh. (Michelle Kelson)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 104 - 2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE AN AGREEMENT WITH CSX TRANSPORTATION, INC.
FOR A PRELIMINARY ENGINEERING AGREEMENT TO ASSESS IMPACTS
RELATED TO THE REPLACEMENT OF THE WALSH ROAD BRIDGE**

WHEREAS, the City of Newburgh has undertaken a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the "Project") that is eligible for funding under Title 23 U.S. Code, as amended, and calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, Resolution No. 143-2017 adopted by the City of Newburgh on June 12, 2017 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of costs of preliminary engineering and right-of-way incidental work by authorizing the City Manager to execute a Master Federal Aid Local Project Agreement with the New York State Department of Transportation ("NYSDOT"); and

WHEREAS, by Resolution No. 212-2017 of August 14, 2017, the City Council authorized the City Manager to enter an agreement with WSP USA, Inc. for design, preliminary engineering, right-of-way and construction management services for Project; and

WHEREAS, the City of Newburgh proposes to consult with CSX Transportation, Inc. to undertake a review of the Project to obtain comments regarding the Project plans and assess the impacts of same; and

WHEREAS, the consultation with CSX Transportation, Inc. requires a Preliminary Engineering Agreement and fees, costs and escrow in connection with same, the total cost of which shall be derived through the Federal Aid Project PIN#8761.40 up to 80% and the remaining 20% with the City's local match derived from the 2016 BAN; and

WHEREAS, the City of Newburgh finds that authorizing the Interim City Manager to execute a Preliminary Engineering Agreement with CSX Transportation, Inc. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the Interim City Manager be and he is hereby authorized to execute a Preliminary Engineering Agreement with CSX Transportation, Inc. for review and assessment of design and plans for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40.



CITY OF NEWBURGH

Office of the Engineer

83 Broadway, Newburgh, New York 12550

(845) 569-7448/Fax (845) 569-7349

www.cityofnewburgh-ny.gov

Jason C. Morris, P.E.

City Engineer

jmorris@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.

Assistant City Engineer

cwade@cityofnewburgh-ny.gov

Zakia R. Alam

Junior Civil Engineer

zalam@cityofnewburgh-ny.gov

April 24, 2019

Derek Mihaly, PE, Project Manager II

CSX Transportation

4 Neshaminy Interplex

Suite 205

Trevoze, PA 19053

Project: Walsh Road/Quassaick Creek Bridge Replacement

PIN: 8761.40

Dear Derek Mihaly,

The Walsh Road/Quassaick Creek Bridge Replacement project in Newburgh, New York will impact CSX Transportation (CSXT) property adjacent to the project area. The project is a Federal Aid Project with 80% federal funding from the Federal Highway Administration (FHWA) and 20% local funding from New York State and the City of Newburgh. To avoid issues with CSXT, the City of Newburgh wishes to initiate a Preliminary Engineering Agreement with CSXT to obtain their input and review of the project plans. As part of the agreement, CSXT is authorized to incur and bill cost as part of a Preliminary Engineering Agreement.

The Responsible Local Official for the City of Newburgh, is Joseph P. Donat, City Manager. I will be the contact person for the project, you can find both of our contact info below. If you have any questions, please feel free to contact me or our consultant, WSP. Their Contact Person is Sam Marino, his information is below as well.

Kind Regards,

Jason Morris, PE

City Engineer

Jason Morris, PE – City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550
jmorris@cityofnewburgh-ny.gov
845-569-7448

Joseph P. Donat – City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550
jdonat@cityofnewburgh-ny.gov
845-569-7301

Samuel Marino, PE
555 Pleasantville Road
South Building, Suite 201
Briarcliff Manor, NY 10510
samuel.marino@wsp.com
914-449-9099

RESOLUTION NO.: 105 - 2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A MASTER FEDERAL-AID LOCAL PROJECT AGREEMENT
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL
AID ELIGIBLE COSTS TO FUND THE PRELIMINARY ENGINEERING, FINAL DESIGN
AND RIGHT-OF-WAY INCIDENTALS PHASES
FOR THE TRAFFIC SIGNAL UPGRADES PROGRAM**

WHEREAS, a Project for the City of Newburgh Traffic Signal Upgrades in the City of Newburgh, Orange County, PIN 8758.75 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidentals;

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering and right-of-way incidentals work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$167,000.00 is hereby appropriated from the OCTC TIP Reserve Fund and made available to cover the cost of participation in the above phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager/ Interim City Manager thereof, and it is further

RESOLVED, that the City Manager/Interim City Manager of the City of Newburgh be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requires for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager/Interim City Manager the following municipal titles: Superintendent of Public Works, City Engineer, City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

Clerk, City of Newburgh



Department of Transportation

ANDREW M. CUOMO
Governor

LANCE MacMILLAN, P.E.

Regional Director



April 17, 2019

Mr. Chad M. Wade, R.L.A.
Assistant City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**RE: PIN 8758.75, TRAFFIC SIGNAL UPGRADES
CITY OF NEWBURGH, ORANGE COUNTY**

Dear Mr. Wade:

Enclosed are eight (8) Master Federal-Aid Local Project Agreements for the recently approved project referenced above. Please return seven (7) copies of the locally executed agreement to this office as soon as possible for execution by New York State. Each of the seven (7) locally executed agreements must contain original signatures, notarizations, and certified seal-stamped resolutions. A sample resolution is attached.

When executing the agreement, please be sure to:

- fill in the Resolution number, date of the meeting at which the resolution was passed, and the title of the person authorized to sign the agreement on behalf of the local agency in eighth paragraph beginning with "Whereas".
- make sure the agreement is signed by the person authorized to sign the agreement on behalf of the local agency, by the agency's legal counsel, and by a notary public.

As the project progresses, for civil rights purposes, the sponsor will need to agree to comply with the terms and conditions to access and use NYSDOT's current reporting software. Within the attached Resolution is a WHEREAS clause that enables various municipal employee titles authorization to execute various agreements and certifications throughout the life of the project. It is imperative that this paragraph remain within the resolution and include the various titles.

To expedite State execution of the agreement, the language in the agreement and sample resolution should be used without addition or modification. If any additions or modifications to either the agreement or resolution language are desired, please contact me prior to making any changes to the documents.

EBO: The New York State Department of Transportation approved civil rights reporting software is called EBO (Equitable Business Opportunities) and is required for use on all federal aid projects. It is the sponsor's responsibility to monitor the use of this reporting system for both consultants and contractors.

Mr. Chad M. Wade
April 17, 2019
Page Two

To initiate access to EBO for both Sponsor and consultant for this project:

- Sponsor – complete the “Local project Consultant Agreement EBO Data Entry Form” (enclosed) after fully-executed a consultant agreement and receiving the “Consultant Information Request Form for EBO” from the consultant.
- Sponsor – if do not have existing access to EBO, will need to submit a Sponsor access request; which can be found at <https://www.dot.ny.gov/dotapp/ebo>.
- Consultant - if do not have existing access to EBO, will need to access EBO at <https://www.dot.ny.gov/dotapp/ebo>.
- Sponsor - Submit all completed forms to localprograms.ebo@dot.ny.gov

ALL DBE and EEO REPORTING WILL BE DONE IN EBO. Sponsor and/or Agent **must** monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements. **Sponsor will include a copy of the “Monthly Utilization Report” and “D/M/WBE Attainments Report” from EBO, including any corrective action taken, with each request for reimbursement.**

Per the Federal Highway Administration (FHWA) the funding for the phases within this agreement cannot be obligated until the agreement is returned to this office locally-executed. To ensure that the funding programmed for this project on the State Transportation Improvement Program (STIP) does not lapse, the City of Newburgh should return this agreement as soon as possible.

Your assistance in having the resolution passed and the agreement signed is appreciated.

Please note that under the terms of the agreement, the City of Newburgh is responsible for progressing the project in accordance with the manual entitled “Procedures for Locally-Administered Federal Aid Projects”, including paying project related expenses first and then applying to the NYSDOT for reimbursement. Reimbursement can be made by NYSDOT periodically. Reimbursement of the federal share of project costs will be made by the Office of the State Comptroller as reimbursement requests are processed after the return of the fully-executed project agreement.

Enclosed for your records is a copy of the fully-approved Initial Project Proposal and Project Management Plan. Please be advised the Project Management Plan is a living document subject to completion throughout the project progression. The return of this document is an initial acknowledgement on behalf of the Department and is under the sole responsibility of the City of Newburgh to ensure the Project Management Plan is completed accordingly.

As the project progresses, the sponsor will need to update the appropriate fields within the Project Management Plan as each milestone is reached throughout the life of the project. It is imperative that this Project Management Plan is submitted to our office at the completion of each milestone in the event the Federal Highway Administration audits the project process.

Mr. Chad M. Wade
April 17, 2019
Page Three

While primary responsibility for progression of this project lies with the City of Newburgh, the Region 8 Local Projects Unit is available to provide guidance as you progress your local project, and will monitor your activities for compliance with federal and state requirements. Questions concerning project development should be directed to the appropriate person in the Local Projects Unit:

Dania Anziani	(845) 431-5774	danial.anziani@dot.ny.gov
	funding, agreements, reimbursement requests & consultant procurement	
Marshall Gioia	(845) 431-5804	marshall.gioia@dot.ny.gov
	funding, agreements, reimbursement requests & consultant procurement	
Steve MacAvery	(845) 431-5815	steve.macavery@dot.ny.gov
	preliminary design, detailed design, environmental procedures, bidding & Award documentation	
Noel Harris	(845) 431-5717	noel.harris@dot.ny.gov
	bidding and construction / inspection procedures/Civil Rights Compliance	

Sincerely,



Marshall Gioia
Contract Management Specialist
Region 8 Local Projects Unit

Enclosures

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the City of Newburgh Traffic Signal Upgrades in the City of Newburgh, Orange County, PIN 8758.75 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidentals.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering and right-of-way incidentals work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$167,000** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof, and it is further

RESOLVED, that the City Manager of the City of Newburgh be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager, the following municipal titles: Commissioner of Public Works, City Engineer, City Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

Clerk, City of Newburgh

MUNICIPALITY/SPONSOR: City of Newburgh

PROJECT ID NUMBER: 8758.75 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the City of Newburgh (the "Municipality/Sponsor")
acting by and through Interim City Manager
with its office at 83 Broadway, Newburgh, NY 12550.

This Agreement covers eligible costs incurred on or after 1 / 1.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as PIN 8758.75, City of Newburgh Traffic Signal Upgrades, City of Newburgh, Orange County (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: City of Newburgh

PROJECT ID NUMBER: 8758.75 BIN: N/A

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WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Interim City Manager of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

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Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

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4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or

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Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor.

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In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the

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State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

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- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Orietta V. Trocard

Title: Regional Local Projects Liaison

Address: 4 Burnett Boulevard, Poughkeepsie, NY 12603

Telephone Number: 845-431-5811

Facsimile Number: 845-431-5988

E-Mail Address: orietta.trocard@dot.ny.gov / marshall.gioia@dot.ny.gov

[Municipality/Sponsor] City of Newburgh

Name: Joseph P. Donat / Chad Wade, RLA

Title: Interim City Manager / Project Manager

Address: 83 Broadway, Newburgh, NY 12550

Telephone Number: 845-569-7446 / 845-569-7448

Facsimile Number: 845-569-7349

E-Mail Address: cwade@cityofnewburgh-ny.gov

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at

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www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____
*As per Resolution No.

By: _____

Print Name: Joseph P. Donat

Print Name: Michelle Kelson, Corporation Counsel

Title: Interim City Manager

MUNICIPALITY/SPONSOR FINANCE:

STATE OF NEW YORK)
)ss.:
COUNTY OF **ORANGE**)

By: _____

Print Name: Todd Venning, City Comptroller

On this _____ day of _____, 2019 before me personally came _____ Joseph P. Donat to me known, who, being by me duly sworn did depose and say that he/she resides at 83 Broadway, Newburgh, New York 12550; that he/she is the Interim City Manager of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the City Council of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

A. Summary of <u>allocated</u> MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.							
PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00 *	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$.	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8758.75.121	Current	CMAQ	\$162,000.00	\$129,600.00	\$0.00	\$32,400.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
8758.75.221	Current	CMAQ	\$5,000.00	\$4,000.00	\$0.00	\$1,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$167,000.00	\$133,600.00	\$ 0.00	\$33,400.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$133,600.00	\$ 0.00	\$ 0.00	\$33,400.00	\$167,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Marshall Gioia
Phone No: 845-431-5804

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

- Project description continued: Install new traffic control measures to include traffic signals with appropriate pedestrian provisions, as well as concurrent installation of curb extensions to provide a safer pedestrian crossing, slow vehicular traffic, and allow the construction of ADA compliant curb ramps.
- At this time the non-federal share of Project costs identified for federal aid funding in this agreement is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York State's Marchiselli Program or this contract at this time. Furthermore, this Agreement does not assure that any Marchiselli aid for the Project or phase hereunder will be authorized or available in the future. If the Project (and the phase of work) is eligible for State aid under the Marchiselli Program, and such aid is duly requested by the Municipality, NYSDOT may (subject to budgetary requirements) submit an appropriate request for Marchiselli funding authorization by the Legislature. If Legislative authorization for such funding is received, NYSDOT and the Municipality may enter a supplemental agreement providing such Marchiselli aid. Only then would Marchiselli aid be available to the affected Project and phase.
- This Schedule A includes the preliminary engineering and right-of-way incidentals phases and funds.

PIN 8758.75; 4/17/2019mg

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☒
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☒
3. Smart Growth Attestation (NYSDOT ONLY).	☒	☐
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

Phase/Sub-phase/TaskResponsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|-------------------------------------|
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | ☐ | ☒ |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | ☐ | ☒ |

B. Right-of-Way (ROW) Acquisition**Phase/Sub-phase/Task**Responsibility: **NYSDOT** **Sponsor**

- | | | |
|---|--------------------------|-------------------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | ☐ | ☒ |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | ☐ | ☒ |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties. | ☐ | ☒ |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | ☐ | ☒ |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | ☐ | ☒ |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | ☐ | ☒ |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | ☐ | ☒ |

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☐
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

Phase/Sub-phase/Task**Responsibility: NYSDOT Sponsor**

- | | | |
|--|-------------------------------------|-------------------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | ☒ | ☒ |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | ☒ | ☒ |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor

understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section

312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract;

or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health,

and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person

fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



City of Newburgh Office of the Engineer

City Hall – 83 Broadway
Newburgh, New York 12550
www.cityofnewburgh-ny.gov

Tel. (845) 569-7447
Fax (845) 569-7349

Elizabeth D. Garrison
Administrative Assistant
to the City Engineer
egarrison@cityofnewburgh-ny.gov

March 22, 2019

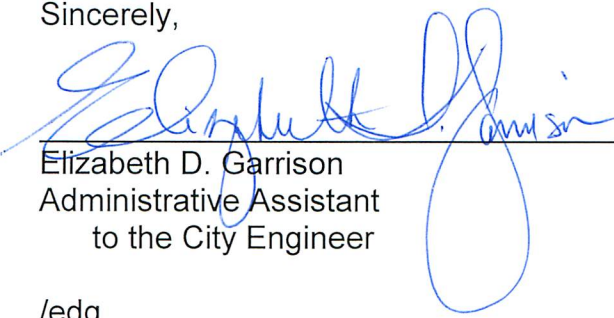
Dania Anziani, Transportation Analyst
NYS Department of Transportation – Hudson Valley
Region 8 - Local Projects Unit
4 Burnett Blvd.
Poughkeepsie, NY 12603

Re: PIN 8758.75, Traffic Signal Upgrades

Dear Ms. Anziani,

In connection with the above-referenced subject, enclosed are signed originals inclusive of the IPP, Smart Growth Screening Tool, PMP, and Chapter 18, Appendix A – Capital Projects Complete Streets Checklist for your review and approval. Once signed, kindly forward the fully-executed documents to this office for our file.

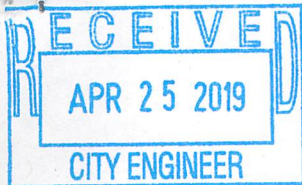
Sincerely,



Elizabeth D. Garrison
Administrative Assistant
to the City Engineer

/edg

Enclosures: 25



Department of
Transportation

REGION 8 POUGHKEEPSIE

RECEIVED
MAR 27 2019
19-0335
LOCAL PROJECTS UNIT

INITIAL PROJECT PROPOSAL (LOCAL)

PIN: 8758.75
Project Title: Traffic Signal Upgrades- City of Newburgh
Municipality: City of Newburgh
County: Orange

Sponsoring Agency: City of Newburgh
(Name of Responsible Organization)

Approved: [Signature] (Responsible Local Official) 12-2018 3/15/19
Date

NYSDOT:

Recommended: [Signature] (Regional Local Program Manager) 3/27/19
Date

Program:
Checked for SFY 21/22 **by** [Signature] (Regional Program Management) 3/28/19
Date

Recommended: [Signature] (Regional Planning and Program Manager) 3/29/19
Date

Approved: [Signature] (Regional Director) 4/1/19
Date

INITIAL PROJECT PROPOSAL

STREET/ROAD NAME: Broadway

LOCAL ROUTE #: N/A

PROJECT LIMITS: The intersection of Broadway and Grand Street and Broadway and Liberty Street.

MILEPOINTS: Broadway 191314011, MP 0.01 to MP 0.16

PROJECT LENGTH: .11 mi .18 km **BIN(S):** N/A **CONDITION RATING:** N/A

FEDERAL AID SYSTEM: [] NHS [X] Non-NHS

FUNCTIONAL CLASS: Broadway – 16 Urban Minor Arterial
 Liberty Street – 17 Urban Collector
 Grand Street – 17 Urban Collector

EXISTING CHARACTERISTICS OF CONCERN:

ELEMENT(S)

Traffic Signals
 ADA Facilities
 Sidewalks/Curbs

MEASURE(S)/INDICATOR(S)

Functionally deficient; no pedestrian signals.
 not-ADA compliant
 non-ADA compliant; deteriorated

DESCRIBE THE PROBLEM:

The existing traffic signals and controllers are approximately 25 plus years old. Additionally, when installed they were fitted on existing Central Hudson utility pole infrastructure. The shifting of the utility poles has caused the height of the traffic signals to sag lower to maneuvering traffic. Central Hudson has recently replaced the existing utility poles and will not allow the City to move the existing traffic signal infrastructure to the new utility poles.

DESCRIBE PROJECT OBJECTIVE:

The City intends to replace the existing traffic signals with modern technology that includes pedestrian signals and ADA complaint curb ramps with the intent on the betterment of signal timing, slowing vehicular traffic, and making walkability safer.

DESCRIBE THE PROJECT:

The City of Newburgh intends to install new traffic control measures to include traffic signals with appropriate pedestrian provisions, as well as concurrent installation of curb extensions to provide a safer pedestrian crossing, slow vehicular traffic, and allow the construction of ADA compliant curb ramps.

PROJECT ELEMENTS TO BE INVESTIGATED:

- [] Deck or Minor Bridge Rehab.
- [] Major Bridge Rehab.
- [] Highway Resurfacing
- [] Highway Reconstruction
- [X] Other: ADA curb ramps

- [] Bridge Replacement - New Location
- [] Bridge Replacement - Existing Location
- [] Appurtenance
- [X] Traffic Control: signals
- [X] Safety Considerations: pavement

PROJECT TYPE:TRANSPORTATION SYSTEM MANAGEMENT; TRAFFIC SIGNAL COORDINATION**ACCOMPLISHMENTS:**

Accomplishment	On Local Roads or Off Road		On Local NHS Roads		On State Highways	
			mi	km	mi	km
Length of Pavement Lanes Improved	.11mi	.18km				
No. of Intersections Improved	2					
No. of Signals Installed or Upgraded	2					
Length of Guide Rail Improved	ft	m	ft	m	ft	m
Length of Pavement Markings Installed	.11mi	.18km	mi	km	ft	m
Length of Sidewalk Improved or Installed	.11mi	.18km	mi	km	mi	km
Length of Bike Facilities Improved or Built	mi	km	mi	km	mi	km
No. of Buildings						
No. of Parking Spaces Added						
No. of Bridges Improved						
Priority Deficient						
Deficient						
Non-Deficient						
Total Bridge Deck Area	sf	sm	sf	sm	sf	sm
Credit for Bridge Painting	sf	sm	sf	sm	sf	sm

ENVIRONMENTAL CLASSIFICATION:

NEPA Class Recommendation:

☐ Class I (EIS)☐ Class III (EA)☒ Class 2 C-list Categorical Exclusion☐ Class 2 D-list CatEx w/documentation

Lead Agency: NYSDOT/FHWA

SEQR Type Recommendation: ☐ Type I☒ Type II☐ Unlisted

Lead Agency: CITY OF NEWBURGH

MPO INVOLVEMENT:☐ Yes; ☐ Mid-Hudson South☐ Poughkeepsie-Dutchess County☒ Newburgh-Orange County☐ Ulster County☐ No; Non-federal aid project and/or outside urban area**SPECIAL CIRCUMSTANCES:**

NYSDOT design standards and construction and material standard specifications must be used for all federal-aid projects.

PROBABLE SCHEDULE AND COST:

Project Phase	Phase Obligation Date (mo./yr.)	Total Cost (\$M)	Federal Share of Total Cost (\$M)	Local Share of Total Cost (\$M)	Fund Source
Prelim. Design (I-IV)	08/2019	0.081	0.065	0.016	CMAQ
Detail. Design (V-VI)	08/2019	0.081	0.065	0.016	CMAQ
ROW Incidentals	08/2019	0.005	0.004	0.001	CMAQ
ROW Acquisition	09/2020	0.005	0.004	0.001	CMAQ
Construction	07/2021	1.352	1.082	0.270	CMAQ
Constr. Inspection	07/2021	0.104	0.083	0.021	CMAQ
RR Force Account					
Utilities					
Betterments					
TOTALS:		1.628	1.303	0.325	

P6 PROJECT DELIVERY METHOD CODE:

- ☒ D-B-B Design-Bid-Build with asset Service life >=10Years
☐ D-B-OM Design-Bid-Operate or Maintain with Asset Service life <=10 Years

BASIS OF ESTIMATE: Estimate was obtained from the Sponsor and/or consultants.

MARCHISELLI PROGRAM ELIGIBILITY: Project is eligible for reimbursement under the Marchiselli program.

* Please note that if a request for Marchiselli funding can be made for this project, it is not guaranteed that funding will be available.

RESPONSIBILITIES:

The sponsoring agency will be responsible for progressing the project in accordance with the "Procedures for Locally Administered Federal Aid Projects" manual, including but not limited to:

- executing a project agreement with the NYSDOT.
- procuring a consultant, if necessary.
- preparing a project design report and construction contract documents.
- acquiring any and all property required.
- advertising for bids, conducting a bid opening, and awarding a construction contract.
- providing construction inspection.
- paying all expenses up front and then applying to the NYSDOT for reimbursement of the Federal and State shares as outlined in the project agreement. Any expenses incurred before receipt of an authorization to proceed from the LPU for the appropriate project phase are not eligible for reimbursement.

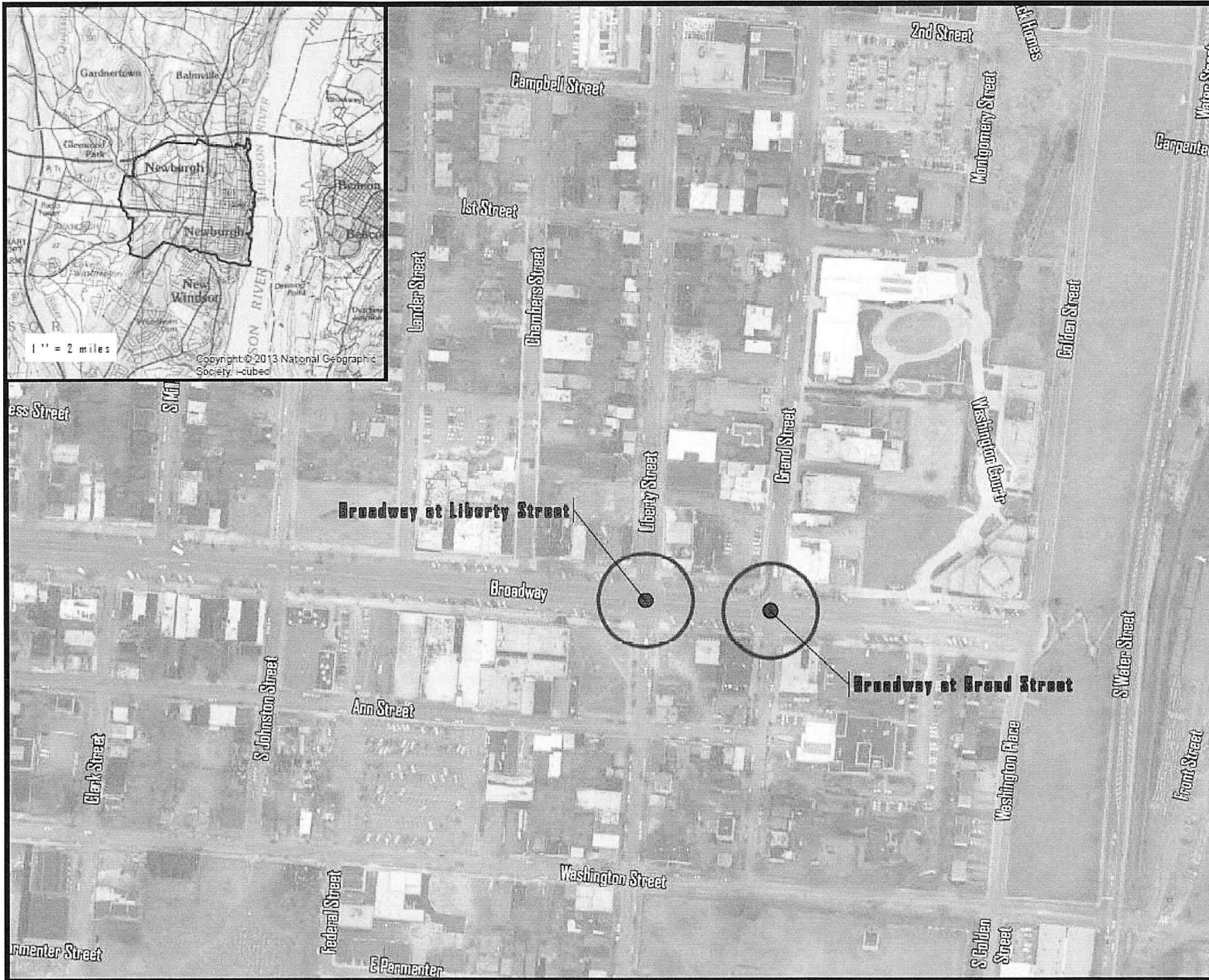
The NYSDOT Region 8 Local Projects Unit will be responsible for:

- providing guidance, monitoring for compliance with all applicable federal and state requirements

Project Location Map Attached.

IPP PREPARER: Chad M. Wade, R.L.A.

DATE: 12/03/18



City of Newburgh PIN 8758.75 Location Map

Smart Growth Screening Tool

PIN 8758.75

Prepared By: Chad M. Wade, R.L.A.

Smart Growth Screening Tool (STEP 1)

NYSDOT & Local Sponsors – Fill out the Smart Growth Screening Tool until the directions indicate to **STOP** for the project type under consideration. For all other projects, complete answering the questions. For any questions, refer to Smart Growth Guidance document.

Title of Proposed Project: Traffic Signal Upgrades

Location of Project: City of Newburgh, Orange County

Brief Description: TBD.

A. Infrastructure:

Addresses SG Law criterion a. –

(To advance projects for the use, maintenance or improvement of existing infrastructure)

1. Does this project use, maintain, or improve existing infrastructure?

Yes ☒

No ☐

N/A ☐

Explain: (use this space to expand on your answers above – the form has no limitations on the length of your narrative)

The project proposes to upgrade two traffic control signals at two intersections, including new display, controllers, detectors, and support system. The project will also include appropriate pedestrian signals and ADA accessible appurtenances.

Maintenance Projects Only

a. Continue with screening tool for the four (4) types of maintenance projects listed below, as defined in **NYSDOT PDM Exhibit 7-1 and described in 7-4:**

<https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

- Shoulder rehabilitation and/or repair;
- Upgrade sign(s) and/or traffic signals;
- Park & ride lot rehabilitation;

Smart Growth Screening Tool

- 1R projects that include single course surfacing (inlay or overlay), per Chapter 7 of the NYSDOT Highway Design Manual.

b. For all other maintenance projects, **STOP here**. Attach this document to the programmatic Smart Growth Impact Statement and signed Attestation for Maintenance projects.

For all other projects (other than maintenance), continue with screening tool.

B. Sustainability:

NYSDOT defines Sustainability as follows: A sustainable society manages resources in a way that fulfills the community/social, economic and environmental needs of the present without compromising the needs and opportunities of future generations. A transportation system that supports a sustainable society is one that:

- Allows individual and societal transportation needs to be met in a manner consistent with human and ecosystem health and with equity within and between generations.
- Is safe, affordable, and accessible, operates efficiently, offers choice of transport mode, and supports a vibrant economy.
- Protects and preserves the environment by limiting transportation emissions and wastes, minimizes the consumption of resources and enhances the existing environment as practicable.

For more information on the Department's Sustainability strategy, refer to Appendix 1 of the Smart Growth Guidance and the NYSDOT web site, www.dot.ny.gov/programs/greenlites/sustainability

(Addresses SG Law criterion j : to promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations, by among other means encouraging broad based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain and implement.)

1. Will this project promote sustainability by strengthening existing communities?

Yes ☒ No ☐ N/A ☐

2. Will the project reduce greenhouse gas emissions?

Yes ☒ No ☐ N/A ☐

Explain: (use this space to expand on your answers above)

Providing a pedestrian signal has the potential to promote walkability since the crossing should be safer for the pedestrian. Increasing the walkability equates to additional foot traffic for local small business.

The new signal anticipates improved signal timing, which could reduce the idle time at the stop light, therefore lessening greenhouse gas emissions. Additionally, the introduction of a pedestrian signal will make crossing safer, potentially encouraging some to leave their

Smart Growth Screening Tool

car and walk.

C. Smart Growth Location:

Plans and investments should preserve our communities by promoting its distinct identity through a local vision created by its citizens.

(Addresses SG Law criteria b and c: to advance projects located in municipal centers; to advance projects in developed areas or areas designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan.)

1. Is this project located in a developed area?

Yes ☒ No ☐ N/A ☐

2. Is the project located in a municipal center?

Yes ☒ No ☐ N/A ☐

3. Will this project foster downtown revitalization?

Yes ☒ No ☐ N/A ☐

4. Is this project located in an area designated for concentrated infill development in a municipally approved comprehensive land use plan, waterfront revitalization plan, or Brownfield Opportunity Area plan?

Yes ☒ No ☐ N/A ☐

Explain: (use this space to expand on your answers above)

The proposed project location is within the City proper and the upgrade traffic signals are located along the Broadway corridor.

Providing a pedestrian signal has the potential to promote walkability since the crossing should be safer for pedestrians. Increasing the walkability equates to additional foot traffic for local small businesses. The increased walkability could foster additional small businesses in the area.

The area of concentration for this project is partially in a part of the City that contains a number of abandoned buildings and empty building lots. The hope is to promote continued private investment and revitalization of these areas.

Smart Growth Screening Tool

D. Mixed Use Compact Development:

Future planning and development should assure the availability of a range of choices in housing and affordability, employment, education transportation and other essential services to encourage a jobs/housing balance and vibrant community-based workforce.

(Addresses SG Law criteria e and i: to foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development and the integration of all income groups; to ensure predictability in building and land use codes.)

1. Will this project foster mixed land uses?

Yes ☐ No ☐ N/A ☒

2. Will the project foster brownfield redevelopment?

Yes ☐ No ☐ N/A ☒

3. Will this project foster enhancement of beauty in public spaces?

Yes ☐ No ☐ N/A ☒

4. Will the project foster a diversity of housing in proximity to places of employment and/or recreation?

Yes ☐ No ☐ N/A ☒

5. Will the project foster a diversity of housing in proximity to places of commercial development and/or compact development?

Yes ☐ No ☐ N/A ☒

6. Will this project foster integration of all income groups and/or age groups?

Yes ☐ No ☐ N/A ☒

7. Will the project ensure predictability in land use codes?

Yes ☐ No ☐ N/A ☒

8. Will the project ensure predictability in building codes?

Yes ☐ No ☐ N/A ☒

Explain: (use this space to expand on your answers above)

The project area currently consists of mixed land uses, none of which are considered brownfields. The proposed project is limited to replacement of aging traffic signals with new equipment and enhancing them with pedestrian signals.

Smart Growth Screening Tool

E. Transportation and Access:

NYSDOT recognizes that Smart Growth encourages communities to offer a wide range of transportation options, from walking and biking to transit and automobiles, which increase people's access to jobs, goods, services, and recreation.

(Addresses SG Law criterion f: to provide mobility through transportation choices including improved public transportation and reduced automobile dependency.)

1. Will this project provide public transit?

Yes ☐ No ☒ N/A ☐

2. Will this project enable reduced automobile dependency?

Yes ☒ No ☐ N/A ☐

3. Will this project improve bicycle and pedestrian facilities (such as shoulder widening to provide for on-road bike lanes, lane striping, crosswalks, new or expanded sidewalks or new/improved pedestrian signals)?

Yes ☒ No ☐ N/A ☐

(Note: Question 3 is an expansion on question 2. The recently passed Complete Streets legislation requires that consideration be given to complete street design features in the planning, design, construction, reconstruction and rehabilitation, but not including resurfacing, maintenance, or pavement recycling of such projects.)

Explain: (use this space to expand on your answers above)

The scope of work proposed does not involve implementing aspects of public transportation.

The project will introduce new pedestrian signals making crossing safer, potentially encouraging some to leave their car and walk.

F. Coordinated, Community-Based Planning:

Past experience has shown that early and continuing input in the transportation planning process leads to better decisions and more effective use of limited resources. For information on community based planning efforts, the MPO may be a good resource if the project is located within the MPO planning area.

(Addresses SG Law criteria g and h: to coordinate between state and local government and inter-municipal and regional planning; to participate in community based planning and collaboration.)

Smart Growth Screening Tool

1. Has there been participation in community-based planning and collaboration on the project?

Yes ☐ No ☒ N/A ☐

2. Is the project consistent with local plans?

Yes ☒ No ☐ N/A ☐

3. Is the project consistent with county, regional, and state plans?

Yes ☒ No ☐ N/A ☐

4. Has there been coordination between inter-municipal/regional planning and state planning on the project?

Yes ☐ No ☒ N/A ☐

Explain: (use this space to expand on your answers above)

The proposed project is directly related to the replacement of aging traffic signals with new equipment and enhancing them with pedestrian signals, along with traffic calming measures and ADA compliant crossings. No significant alterations are proposed that would deem community-based planning and collaboration a necessity. As part of the project development process under the Federal aid requirements, a Public information Meeting will be held during the preliminary design phase to foster community participation and input. Comments will be received in accordance with Federal and State requirements and objectively considered for inclusion in the project development.

The City's Plan-It Newburgh Sustainable Master Plan speaks volumes of the aging infrastructure and the need for maintenance and reconstruction. The County deems the City of Newburgh a Priority Growth Area, which are areas in which development and redevelopment should be concentrated.

The proposed project has limited, if any effect on adjoining municipalities and/or the region, therefore coordination with any agency outside the City, except the NYSDOT, was not deemed a necessity.

G. Stewardship of Natural and Cultural Resources:

Clean water, clean air and natural open land are essential elements of public health and quality of life for New York State residents, visitors, and future generations. Restoring and protecting natural assets, and open space, promoting energy efficiency, and green building, should be incorporated into all land use and infrastructure planning decisions.

(Addresses SG Law criterion d :To protect, preserve and enhance the State's resources, including agricultural land, forests surface and ground water, air quality, recreation and open space, scenic areas and significant historic and archeological resources.)

1. Will the project protect, preserve, and/or enhance agricultural land and/or forests?

Smart Growth Screening Tool

Yes ☐ No ☐ N/A ☒

2. Will the project protect, preserve, and/or enhance surface water and/or groundwater?

Yes ☐ No ☐ N/A ☒

3. Will the project protect, preserve, and/or enhance air quality?

Yes ☐ No ☐ N/A ☒

4. Will the project protect, preserve, and/or enhance recreation and/or open space?

Yes ☒ No ☐ N/A ☐

5. Will the project protect, preserve, and/or enhance scenic areas?

Yes ☐ No ☐ N/A ☒

6. Will the project protect, preserve, and/or enhance historic and/or archeological resources?

Yes ☐ No ☐ N/A ☒

Explain: (use this space to expand on your answers above)

The proposed project is within the existing urban fabric of the City of Newburgh, there are no agricultural land and/or forests near the project area.

The scope of work will not alter existing surface conditions. No change to surface water or groundwater is anticipated.

The new signal anticipates improved signal timing, which could reduce the idle time at the stop light. Additionally, the introduction of a pedestrian signal will make crossing safer, potentially encouraging some to leave their car and walk. Therefore, there is the potential for greenhouse gas emissions to be limited, potentially enhancing air quality.

The project is located in the East Historic District and the design and implementation of the proposed project will take into account proper fixtures and finishing's as appropriate.

Smart Growth Screening Tool

Smart Growth Impact Statement (STEP 2)

NYSDOT: Complete a Smart Growth Impact Statement (SGIS) below using the information from the Screening Tool.

Local Sponsors: The local sponsors are **not** responsible for completing a Smart Growth Impact Statement. Proceed to **Step 3**.

Smart Growth Impact Statement

PIN:

Project Name:

Pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act. This project has been determined to meet the relevant criteria, to the extent practicable, described in ECL Sec. 6-0107. Specifically, the project:

- ➡
- ➡
- ➡
- ➡
- ➡
- ➡

This publically supported infrastructure project complies with the state policy of maximizing the social, economic and environmental benefits from public infrastructure development. The project will not contribute to the unnecessary costs of sprawl development, including environmental degradation, disinvestment in urban and suburban communities, or loss of open space induced by sprawl.

Smart Growth Screening Tool

Review & Attestation Instructions (STEP 3)

Local Sponsors: Once the Smart Growth Screening Tool is completed, the next step is to submit the project certification statement (**Section A**) to Responsible Local Official for signature. After signing the document, the completed Screening Tool and Certification statement should be sent to NYSDOT for review as noted below.

NYSDOT: For state-let projects, the Screening Tool and SGIS is forwarded to Regional Director/ RPPM/Main Office Program Director or designee for review, and upon approval, the attestation is signed (**Section B.2**). For locally administered projects, the sponsor's submission and certification statement is reviewed by NYSDOT staff, the appropriate box (**Section B.1**) is checked, and the attestation is signed (Section B.2).

A. CERTIFICATION (LOCAL PROJECT)

I HEREBY CERTIFY, to the best of my knowledge, all of the above to be true and correct.

Preparer of this document:

Signature

12/3/2018

Date

Assistant City Engineer

Title

Chad M. Wade, R.L.A.

Printed Name

Responsible Local Official (for local projects):

Signature

3/15/19

Date

Interim City Manager

Title

Joseph P. Donat

Printed Name

Smart Growth Screening Tool

B. ATTESTATION (NYSDOT)

1. I HEREBY:

☐ Concur with the above certification, thereby attesting that this project is in compliance with the State Smart Growth Public Infrastructure Policy Act

☐ Concur with the above certification, with the following conditions (information requests, confirming studies, project modifications, etc.):

(Attach additional sheets as needed)

☐ do not concur with the above certification, thereby deeming this project ineligible to be a recipient of State funding or a subrecipient of Federal funding in accordance with the State Smart Growth Public Infrastructure Policy Act.

2. **NOW THEREFORE**, pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act, to the extent practicable, as described in the attached Smart Growth Impact Statement.

NYSDOT Commissioner, Regional Director, MO Program Director,
Regional Planning & Programming Manager (or official designee):

Signature

Date

Title

Printed Name



Department of Transportation

New York State Department of Transportation PROJECT MANAGEMENT PLAN (PMP)

A) Project Description:

The City of Newburgh intends to install new traffic control measures to include traffic signals with appropriate pedestrian provisions, as well as concurrent installation of curb extensions to provide a safer pedestrian crossing, slow vehicular traffic, and allow the construction of ADA compliant curb ramps.

NYSDOT Project Identification Number (PIN): 8758.75

NYSDOT Contract "D" Number: D_____

Project Title: Traffic Signal Upgrades- City of Newburgh

Location: City of Newburgh- Orange County

Sponsor: City of Newburgh

Basic Description of planned work:

Liberty and Grand Street improvements consist of reconstruction of the roadway, curb and sidewalks. Additional improvements include lighting and street trees. A separate sanitary and storm sewer system reconstruction project will be completed in advance of this project.

B) Type of Approval:

Check Phase(s) of Work for which Reimbursement has been approved:

Design ☐ Date _____ Right-of-Way ☐ Date _____ Construction ☐ Date _____

Funding Breakdown

Project Phase	Phase Obligation Date (mo./yr.)	Total Funds (\$0.000M)	Federal Share (\$0.000 M)	Non-Federal Share (\$0.000 M)	Source of Non-Federal Share (cash, grants, donations, etc)
Preliminary Design	08/2019	0.081	0.065	0.016	CASH
Detailed Design	08/2019	0.081	0.065	0.016	CASH
ROW Incidentals	08/2019	0.005	0.004	0.001	CASH
ROW Acquisition	09/2020	0.005	0.004	0.001	CASH
Construction	07/2021	1.352	1.082	0.270	CASH
Construction Inspection	07/2021	0.104	0.083	0.021	CASH
RR Force Account					
Utilities					
Betterments					
TOTAL COST		1.628	1.303	0.325	

C) Status of Fund Obligations:

Date/Amount/Description of federal funds obligation:

Design [\$ -mo/day/year], Right-of-Way [\$ -mo/day/year], Construction [\$ - mo/day/year]

Enter same date if combined or enter NA if there is no reimbursable activity. (A sample Funding Breakdown Chart is attached to the PMP instructions as an example of how project funding by phase might be tracked.)

D) Job Responsibilities:

The jobs listed are expected to be inclusive of ALL work necessary to produce products, reports, permits, maps, agreements, etc. In addition to listing products and job activities, the person (group) responsible for doing the work must be identified. If consultant services are an element of the plan, be sure to account for the activities associated with properly securing those services. (A sample Work Responsibilities Chart¹ is attached to the PMP instructions as an example of how work assignments by activity might be tracked.)

It is expected that the sponsor will work cooperatively with the NYSDOT Regional Local Projects Liaison (RLPL) to develop this management plan. The RLPL, with the assistance of other technical staff, will be able to help identify what will be required to comply fully with all federal and State requirements for the project.

Anticipated Work Responsibilities (Select Phases and Responsible party):

X Preliminary Design/ X Detailed Design/ X ROW Incidentals

X Consultant to be procured for this project

☐ Administering Agency or Sponsoring Staff

☐ Consultant Retained by Administering Agency or Sponsoring Agency

X ROW Acquisition:

☐ Consultant to be procured for this project

X Administering Agency or Sponsoring Staff

☐ Consultant Retained by Administering Agency or Sponsoring Agency

X Construction Inspection:

X Consultant to be procured for this project

X Administering Agency or Sponsoring Staff

☐ Consultant Retained by Administering Agency or Sponsoring Agency

E) Milestones:

This management plan will also identify milestones within the progression of the project where reviews and approvals are required. ***Work must not be progressed beyond these identified points PRIOR to obtaining approvals. The cost of any such work may not be reimbursed.***

1. Planning:

Project added to the TIP (if required). Date to the STIP. Date 06/21/16.

PMP prepared. 03/11/19

State-Local Agreement (SLA) executed. Date _____.

Federal funds for Preliminary Design authorized. Date _____.

Consultant(s) selected (if applicable). Date _____.

2. Preliminary Design:

Consultant authorized to proceed with Design. Date _____.

ROW Incidental phase begun. Date _____.

Public Information Meeting(s) or Hearing(s) held. Dates _____.

NEPA/SEQR Review completed. Date _____

Design Approval granted. Date _____.

3. Final Design:

Detailed Design authorized. Date _____.
ROW Acquisition phase begun. Date _____.
ROW Clearance Certificate issued. Date _____.
PS&E submitted. Date _____.
PS&E approved. Date _____.
Construction Management Plan (CMP) prepared. Date _____.

4. Construction:

Project Advertised. Date _____.
Bid Opening (letting). Date _____.
Contract awarded. Date _____.
Construction completed. Date _____.
Final inspection. Date _____.
Punch list completed. Date _____.

5. Close Out:

Final Payment submitted. Date _____.
Close out documentation submitted. Date _____.

For each of these phases activities should be itemized on an attached sheet. Project managers or supervisors should be identified as follows: name, title, location, phone nos.

Key products identified as follows:

Preliminary design phase: site investigation reports, environmental documents, (e.g., NEPA checklist), historical determinations, impact assessments, etc.

Final design phase: permits, SHPO review, plan sheets, bid documents,* notices.

Letting activities: advertisements, bid opening, tabulation, review, contract award.

Construction phase: earthwork, paving, bridge, building, other types of construction.

*Contract Bid Documents, including Plans, Specifications & Estimates (PS&E), will be reviewed by NYSDOT. Once the documents have been approved, Sponsors should ask NYSDOT to process the federal authorization for construction and proceed with funds obligation. DBE and labor rates are issues which must be addressed as well. The CMP must include a material testing and approval section, estimated construction duration, the order-on-contract process and other documentation requirements.

Changes in scope, funding or schedule during construction require review and approval and may also require modification of the State Local Agreement (refer to the PLAFAP Manual for guidance).

F) Schedule and Relationship of Activities:

Activities listed in section D above should be shown in relation to each other and estimated durations assigned to each on an attached schedule. The plan should show sequential activities, dependencies, concurrent jobs, and the milestones highlighted above. All of this information should be shown in relationship to a calendar such that planned and actual start and finish dates can be viewed.

There are many methods available to illustrate such information and project management software capable of performing the task. NYSDOT does not specify the exact format for showing linkages and the status of a project's activities. A sample project management Gantt chart in Excel format has been made available on the Chapter 2 webpage, which Sponsors may use if they wish. (An image of this chart can be found in appendix 2-2.) The Sponsor also should check with the RLPL about the possibility of utilizing NYSDOT's project management software Primavera. When using graphical or diagrammatic formats to illustrate project activities, milestones and linkages, the Sponsor must include project descriptive information such as that indicated in sections A thru D above and ensure that the PMP is signed by authorized representatives of the involved parties as indicated in section G below.

It is expected that the Sponsor will provide the NYSDOT RLPL with periodic status updates of the project schedule. As each project is different, the sponsor, in cooperation with the RLPL, will determine the appropriate timing for status reporting.

G) Contact Information:

RLPL:

New York State Department of Transportation (NYSDOT)

Name: Orietta Trocard, P.E.
Title: Regional Local Projects Liaison
Address: Eleanor Roosevelt State Building
4 Burnett Boulevard, Poughkeepsie, NY 12603
Telephone Number: 845-431-5811
Facsimile Number: 845-431-5988
E-Mail Address: orietta.trocard@dot.ny.gov

RLO/PM:

(Municipality/Sponsor): City of Newburgh
Name: Joseph P. Donat / Chad Wade R.L.A./ Jason Morris P.E.
Title: Interim City Manager / Project Manager/ Program Manager
Address: 83 Broadway, Newburgh NY 12550
Telephone Number: (845) 569-7446 / (845) 569-7448
Facsimile Number: (845) 569-7349/
E-Mail Address: cwade@cityofnewburgh-ny.gov / jmorris@cityofnewburgh-ny.gov

Const. Inspector:

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

Contractor:

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

Signature: _____
RLO/PM (Interim City Manager) *12/4-2018*

Dated: 3/15/19

Signature: _____
RLPL

Dated: _____

Signature: _____
Regional Real Estate Officer

Dated: _____

Signature: _____
Other Regional Staff (insert title)

Dated: _____

Signature: _____
Construction Management Firm: (insert title)

Dated: _____

APPENDIX A

Chapter 18, Appendix A - CAPITAL PROJECTS COMPLETE STREETS CHECKLIST (18A-2)

PIN:	8758.75	Project Location:	City of Newburgh, Orange County
Context:	☒ Urban/Village ☐ Suburban, or ☐ Rural		
Project Title:	Traffic Signal Upgrades- City of Newburgh		
STEP 1- APPLICABILITY OF CHECKLIST			
1.1	Is the project located entirely on a facility where bicyclists and pedestrians are prohibited by law and the project does not involve a shared use path or pedestrian/bicycle structure? <i>If no, continue to question 1.2. If yes, stop here.</i>		☐ Yes ☒ No
1.2	a. Is this project a 1R* Maintenance project? <i>If no, continue to question 1.3. If yes, go to part b of this question.</i> b. Are there opportunities on the 1R project to improve safety for bicyclists and pedestrians with the following Complete Street features? • Sidewalk curb ramps and crosswalks • Shoulder condition and width • Pavement markings • Signing <i>Document opportunities or deficiencies in the IPP and stop here.</i> * Refer to Highway Design Manual (HDM) Chapter 7, Exhibit 7-1 "Resurfacing ADA and Safety Assessment Form" under ADA, Pavement Markings and Shoulder Resurfacing for guidance.		☐ Yes ☒ No ☐ Yes ☐ No
1.3	Is this project a Cyclical Pavement Marking project? <i>If no, continue to question 1.4. If yes, review EI 13-021* and identify opportunities to improve safety for bicyclists and pedestrians with the following Complete Streets features:</i> • Travel lane width • Shoulder width • Markings for pedestrians and bicyclists <i>Document opportunities or deficiencies in the IPP and stop here.</i> * EI 13-021, "Requirements and Guidance for Pavement Marking Operations - Required Installation of CARDS and Travel Lane and Shoulder Width Adjustments".		☐ Yes ☒ No
1.4	Is this a Maintenance project (as described in the "Definitions" section of this checklist) and different from 1.2 and 1.3 projects? <i>If no, continue to Step 2. If yes, the Project Development Team should continue to look for opportunities during the Design Approval process to improve existing bicycle and pedestrian facilities within the scope of project. Identify the project type in the space below and stop here.</i> 		☐ Yes ☒ No
STEP 1 prepared by: Chad M. Wade, R.L.A. Date: 03/11/2019			
STEP 2 - IPP LEVEL QUESTIONS (At Initiation)			Comment/Action
2.1	Are there public policies or approved known development plans (e.g., community Complete Streets policy, Comprehensive Plan, MPO Long Range and/or Bike/Ped plan, Corridor Study, etc.) that call for consideration of pedestrian, bicycle or transit facilities in, or linking to, the project area? <i>Contact municipal planning office, Regional Planning Group and Regional Bicycle/Pedestrian Coordinator.</i>		☒ Yes ☐ No The City recently adopted streetscape standards which implements curb extensions and high visibility crosswalks. Zoning and Comprehensive Plan promote the pedestrian, bicycles, and transit over vehicles.

Chapter 18, Appendix A - CAPITAL PROJECTS COMPLETE STREETS CHECKLIST (18A-3)

2.2	Is there an existing or planned sidewalk, shared use path, bicycle facility, pedestrian-crossing facility or transit stop in the project area?	☒ Yes ☐ No	The intersection of Liberty Street and Broadway is a main transit hub for multiple bus routes.
2.3	a. Is the highway part of an existing or planned State, regional or local bicycle route? <i>If no, proceed to question 2.4. If yes, go to part b of this question.</i> b. Do the existing bicycle accommodations meet the minimum standard guidelines of <u>HDM Chapter 17</u> or the AASHTO "Guide for the Development of Bicycle Facilities"? * <i>Contact Regional Bicycle/Pedestrian Coordinator</i> * Per HDM Chapter 17- Section 17.4.3, Minimum Standards and Guidelines.	☐ Yes ☒ No ☐ Yes ☐ No	
2.4	Is the highway considered important to bicycle tourism by the municipality or region?	☐ Yes ☒ No	
2.5	Is the highway affected by special events (e.g., fairs, triathlons, festivals) that might influence bicycle, pedestrian or transit users? <i>Contact Regional Traffic and Safety</i>	☒ Yes ☐ No	This location is utilized for a street festival called Newburgh Illuminated annually.
2.6	Are there existing or proposed generators within the project area (<i>refer to the "Guidance" section</i>) that have the potential to generate pedestrian or bicycle traffic or improved transit accommodations? <i>Contact the municipal planning office, Regional Planning Group, and refer to the CAMCI Viewer, described in the "Definitions" section.</i>	☒ Yes ☐ No	Broadway is a mixed-use corridor that attract significant users on a daily basis.
2.7	Is the highway an undivided 4 lane section in an urban or suburban setting, with narrow shoulders, no center turn lanes, and existing Annual Average Daily Traffic (AADT) < 15,000 vehicles per day? <i>If yes, consider a road diet evaluation for the scoping/design phase. Refer to the "Definitions" section for more information on road diets.</i>	☒ Yes ☐ No	The project proposed curb extension to narrow the pedestrian crossings and increase the pedestrian safety zone at the intersection.
2.8	Is there evidence of pedestrian activity (e.g., a worn path) and no or limited pedestrian infrastructure?	☐ Yes ☒ No	Existing pedestrian facilities are available. the project intends to improve them to make them safer.

STEP 2 prepared by:

Chad M. Wade, R.L.A

Date:

03/11/2019

Bicycle/Pedestrian Coordinator has been provided an opportunity to comment:

☐ Yes ☐ No

ATTACH TO IPP AND INCLUDE RECOMMENDATIONS FOR SCOPING/DESIGN.

Chapter 18, Appendix A - CAPITAL PROJECTS COMPLETE STREETS CHECKLIST (18A-4)

STEP 3 - PROJECT DEVELOPMENT LEVEL QUESTIONS (Scoping/Design Stage)			Comment/Action
3.1	Is there an identified need for bicycle/pedestrian/transit or "way finding" signs that could be incorporated into the project?	☐ Yes ☐ No	
3.2	Is there history of bicycle or pedestrian crashes in the project area for which improvements have not yet been made?	☐ Yes ☐ No	
3.3	Are there existing curb ramps, crosswalks, pedestrian traffic signal features, or sidewalks that don't meet ADA standards per <u>HDM Chapter 18</u> ?	☐ Yes ☐ No	
3.4	Is the posted speed limit is 40 mph or more and the paved shoulder width less than 4' (1.2 m) (6' in the Adirondack or other State Park)? <i>Refer to <u>El 13-021</u>.</i>	☐ Yes ☐ No	
3.5	Is there a perceived pedestrian safety or access concern that could be addressed by the use of traffic calming tools (e.g., bulb outs, raised pedestrian refuge medians, corner islands, raised crosswalks, mid-block crossings)?	☐ Yes ☐ No	
3.6	Are there conflicts among vehicles (moving or parked) and bike, pedestrian or transit users which could be addressed by the project?	☐ Yes ☐ No	
3.7	Are there opportunities (or has the community expressed a desire) for new/improved pedestrian-level lighting, to create a more inviting or safer environment?	☐ Yes ☐ No	
3.8	Does the community have an existing street furniture program or a desire for street appurtenances (e.g., bike racks, benches)?	☐ Yes ☐ No	
3.9	Are there gaps in the bike/pedestrian connections between existing/planned generators? <i>Consider locations within and in close proximity of the project area. (Within 0.5 mi (800 m) for pedestrian facilities and within 1.0 mi (1600 m) for bicycle facilities.)</i>	☐ Yes ☐ No	
3.10	Are existing transit route facilities (bus stops, shelters, pullouts) inadequate or in inconvenient locations? (e.g., not near crosswalks) <i>Consult with Traffic and Safety and transit operator, as appropriate</i>	☐ Yes ☐ No	
3.11	Are there opportunities to improve vehicle parking patterns or to consolidate driveways, (which would benefit transit, pedestrians and bicyclists) as part of this project?	☐ Yes ☐ No	

Chapter 18, Appendix A - CAPITAL PROJECTS COMPLETE STREETS CHECKLIST (18A-5)

3.12	Is the project on a "local delivery" route and/or do area businesses rely upon truck deliveries that need to be considered in design?	☐ Yes ☐ No	
3.13	Are there opportunities to include green infrastructure which may help reduce stormwater runoff and/or create a more inviting pedestrian environment?	☐ Yes ☐ No	
3.14	Are there opportunities to improve bicyclist operation through intersections and interchanges such as with the use of bicycle lane width and/or signing?	☐ Yes ☐ No	

STEP 3 prepared by: _____ Date: _____

Preparer's Supporting Documentation, Comments and Clarifications:

Last Revised 06/22/2015

Introduction

The intent of this checklist is to assist in the identification of needs for Complete Streets design features on Capital projects, including locally-administered projects.

This checklist is one tool that NYSDOT employs in its integrated approach to Complete Streets considerations. It provides a focused project-level evaluation which aids in identifying access and mobility issues and opportunities within a defined project area. For broader geographic considerations (e.g., bicycle route planning, corridor continuity), NYSDOT and other state and local agencies use a system-wide approach to identifying complete streets opportunities.

Use of this checklist is initiated during the earliest phase of a project, when information about existing conditions and needs may be limited; it is therefore likely that the Preparer will only be able to complete Steps 1 and 2 at this time. As the project progresses, and more detailed information becomes available, the Preparer will be able to complete Step 3 and continue to refine earlier answers, to give an increasingly accurate indication of needs and opportunities for Complete Streets features.

Guidance for Steps 1, 2 and 3

Based on the guidance below, the Regions will assign the appropriate staff to complete each step in the Checklist. The Preparer should have expertise in the subject matter and be able to effectively work with and coordinate comments/responses with involved Regional Groups.

- Steps 1 & 2: Preparer is from Planning; review occurs as part of the normal IPP process.
 - Step 3: Preparer is Project Designer; review occurs as part of Design Approval Document review/approval process.
 - For Local Projects - Local Project Sponsors will be responsible for completing all steps.
- a. A check of "yes" indicates a need to further evaluate the project for Complete Streets features. Please identify in the comment box, or append at the end of the checklist, any supporting information or documentation.
 - b. Answers to the questions should be checked with the local municipality, transit provider, MPO, etc., as appropriate, to ensure accuracy and evaluate needed items versus desirable items (i.e., prioritize needs).
 - c. Answers to the questions should be coordinated with NYSDOT Regional program areas as appropriate (e.g., Traffic and Safety, Landscape Architecture, Maintenance, etc.)
 - d. This checklist should be reviewed during the development of the IPP, Scoping Document, and Design Approval

Chapter 18, Appendix A - CAPITAL PROJECTS COMPLETE STREETS CHECKLIST (18A-6)

Document; and revisited due to a project delay or if site conditions or local planning changes during the project development process. Continued coordination with the Regional Bicycle and Pedestrian Coordinator is necessary throughout project scoping and design.

- e. It will be assumed that the Project Description and Limits will be as described in the IPP for Step 1, the Scoping Document for Step 2 and the Design Approval Document for Step 3. Preparers should describe any deviations from this assumption under "Preparer's Supporting Documentation".
- f. For the purposes of this checklist, the "project area" is within 0.5 mi (800 m) for pedestrian facilities and 1.0 mi (1600 m) for bicycle facilities. In some circumstances, bicyclists may travel up to 7 miles for a unique generator, attraction or event. These special circumstances may be considered and described as appropriate.
- g. For background on Complete Streets features and terminology, please visit the following websites:
http://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design_guidance/design_nonmotor/highway/index.cfm
<http://www.fhwa.dot.gov/publications/publicroads/10julaug/03.cfm>
<http://www.smartgrowthamerica.org/complete-streets/>
- h. Refer to *Highway Design Manual* Chapter 18, Section 18.5.1 for further information and guidance on the use of this checklist.
- i. For projects with multiple sites, Preparers may choose to prepare multiple checklists for each site.

Definitions

- CAMCI (Comprehensive Asset Management/Capital Investment) Viewer - A web-based GIS application used for planning purposes and located at <http://gisweb/camci/>.
- Generator - A generator, in this document, refers to both origins and destinations for bicycle and/or pedestrian trips (e.g., schools, libraries, shopping areas, bus stops, transit stations, depots/terminals).
- HDM - New York State Department of Transportation's *Highway Design Manual*.
- Maintenance project - For the purposes of this checklist, maintenance projects are listed as the following project types: Rigid pavement repairs, pavement grooving, drainage system restoration, recharge basin reconditioning, SPDES facilities maintenance, underdrain installation, guide rail and/or median barrier upgrading, impact attenuator repair, and/or replacement, reference marker replacement, traffic management systems maintenance, repair and replace loop detectors, highway lighting upgrades, noise wall rehab/replacement, retaining wall rehab/replacement, graffiti removal/prevention, vegetation management, permanent traffic count detectors, weigh-in-motion detectors, slope stabilization, ditch cleaning, bridge washing/cleaning, bridge joint repair, bridge painting and crack sealing.
- MPO (Metropolitan Planning Organization) - A federally mandated and federally funded transportation policy-making organization made up of representatives from local government and governmental transportation authorities.
- Raised Pedestrian Refuge Medians and Corner Islands - Raised elements within the street at an intersection or midblock crossing that provide a clear or safety zone to separate pedestrians, bicyclists, and other non-motorized modes, from motor vehicles. See FHWA's *Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations* at <http://www.fhwa.dot.gov/publications/research/safety/04100/04100.pdf>.
- Road diet - A transportation planning technique used to achieve systemic improvements to safety or provide space for alternate modes of travel. For example, a two-way, four lane road might be reduced to one travel lane in each direction, with more space allocated to pedestrian and cyclist facilities. Also known as a lane reduction or road re-channelization.
- Transit facilities - Includes facilities such as transit shelters, bus turnouts and standing pads.
- 1R project - A road resurfacing project that includes the placement or replacement of the top and/or binder pavement course(s) to extend or renew the existing pavement design life and to improve serviceability while not degrading safety.
- 2R project - A multicourse structural pavement and resurfacing project that may include: milling, super elevation, traffic signals, turn lanes, driveway modifications, roadside work, minor safety work, lane and shoulder widening, shoulder reconstruction, drainage work, sidewalk curb ramps, etc.

RESOLUTION NO.: 136 - 2018

OF

MAY 29, 2018

RESOLUTION ESTABLISHING A CAPITAL RESERVE FUND FOR THE MATCH
REQUIRED IN THE ORANGE COUNTY TRANSPORTATION COUNCIL
TRANSPORTATION IMPROVEMENT PROGRAM
FOR PROJECTS IN THE CITY OF NEWBURGH

WHEREAS, the City Council of the City of Newburgh recognizes the City's infrastructure is in need of improvements; and

WHEREAS, a number of capital projects to improve the City's transportation infrastructure are included in the Orange County Transportation Council Transportation Improvement Program and such projects required City matching funds; and

WHEREAS, City has received its share of 2017 sales tax revenue in the amount of \$536,000.00 pursuant the agreement with Orange County;

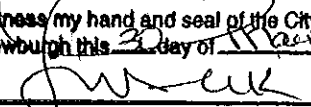
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh as follows; pursuant to pursuant to General Municipal Law Section 6-c, as amended, there is hereby established a capital reserve fund to be known as the "OCTC TIP Reserve Fund" (hereinafter "OCTC TIP Reserve Fund"), which purpose is to accumulate moneys to finance the cost of a type of transportation infrastructure improvements as set forth in the Orange County Transportation Council Transportation Improvement Program for the City of Newburgh; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that the City Comptroller is hereby directed to deposit and secure the moneys of the OCTC TIP Reserve Fund in the manner provided by Section 10 of the General Municipal Law and the City Comptroller may invest the moneys in the OCTC Reserve Fund in the manner provided by Section 11 of the General Municipal Law, and consistent with the investment policy of the City of Newburgh with any interest earned or capital gains realized on the moneys so deposited or invested shall accrue to and become part of the OCTC Reserve Fund. The City Comptroller shall account for the OCTC Reserve Fund in a manner which maintains the separate identity of the OCTC TIP Reserve Fund and shows the date and amount of each sum paid into the fund, interest earned by the fund, capital gains or losses resulting from the sale of investments of the fund, the amount and date of each withdrawal from the fund and the total assets of the fund, showing cash balance and a schedule of investments, and shall, at the end of each fiscal year, render to the City Council a detailed report of the operation and condition of the OCTC TIP Reserve Fund; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that except as otherwise provided by law, expenditures from this OCTC TIP Reserve Fund shall be made only for the purpose for which the OCTC TIP Reserve Fund is established and no expenditure shall be made from this OCTC TIP Reserve Fund without the approval of the City Council and such additional actions or proceedings as may be required by Section 6-c of the General Municipal Law or any other law, including a permissive referendum if required by subdivision 4 of Section 6-c.; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that Resolution No. 333-2017, the 2018 Budget of the City of Newburgh is here by amended as follows:

	INCREASE:
A.0000.0599.1000.0000	
Appropriation from Fund Balance	\$536,000.00
A.0000.0882.0000	
Reserve for OCTC Project Matches	<u>\$536,000.00</u>
 TOTAL:	 \$536,00.00

I, Lorena Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held May 21, 2018
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 30 day of May, 20 18


City Clerk

RESOLUTION NO.: 106 - 2019

OF

MAY 13, 2019

**A RESOLUTION REQUESTING THE STATE LEGISLATURE
TO ENACT SENATE BILL S4135 AND ASSEMBLY BILL A7014
AUTHORIZING THE CITY OF NEWBURGH TO OFFER
AN OPTIONAL TWENTY YEAR RETIREMENT PLAN
TO POLICE OFFICER SAMUEL KENAN, JR.
PURSUANT TO SECTION 384-d OF THE RETIREMENT
AND SOCIAL SECURITY LAW**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council does hereby make a Home Rule Request pursuant to the Municipal Home Rule Law of the State of New York that the Senate and Assembly of New York enact Senate Bill S4135 and Assembly Bill A7014, a copy of which is annexed hereto, to authorize the City of Newburgh to offer an optional Twenty (20) Year Retirement Plan to Police Officer Samuel Kenan, Jr. pursuant to Section 384-d of the Retirement and Social Security Law, same as being in the best interests of the City of Newburgh.

STATE OF NEW YORK

4135

2019-2020 Regular Sessions

IN SENATE

March 1, 2019

Introduced by Sen. SKOUFIS -- read twice and ordered printed, and when printed to be committed to the Committee on Civil Service and Pensions

AN ACT to authorize the city of Newburgh, in the county of Orange, to offer an optional twenty year retirement plan to police officer Samuel Kenan Jr.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Samuel Kenan Jr., a police officer who was previously
2 employed by the city of Newburgh, in the county of Orange, a participat-
3 ing employer in the New York state and local police and fire retirement
4 system, and who is currently employed by the city of Peekskill, for
5 reasons not ascribable to his own negligence failed to make a timely
6 application to participate in the optional twenty year retirement plan
7 established pursuant to section 384-d of the retirement and social secu-
8 rity law while employed by the city of Newburgh. Notwithstanding any
9 other provision of law to the contrary, upon the city of Newburgh filing
10 with the state comptroller, within one year of the effective date of
11 this act, a resolution of the city council together with certification
12 that such police officer did not bar himself from participation in such
13 retirement plan as a result of his own negligence, such police officer
14 may elect to be granted full credit in the special twenty year plan for
15 such service rendered with the city of Newburgh by filing a request to
16 that effect with the state comptroller within eighteen months of the
17 effective date of this act.

18 § 2. All employer past service costs associated with implementing the
19 provisions of this act shall be borne by the city of Newburgh and may be
20 amortized over a ten year period.

21 § 3. This act shall take effect immediately.

FISCAL NOTE.--Pursuant to Legislative Law, Section 50:

This bill will grant Samuel Kenan Jr., a Tier 2 member of the New York State and Local Police and Fire Retirement System, additional service

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD09548-02-9

creditable under the provisions of section 384-d of the Retirement and Social Security Law, for time worked as a police officer with the City of Newburgh between May 1996 and October 2001. Such service is currently creditable only in the age 55 retirement plan of section 375-i. Officer Kenan is currently employed by the City of Peekskill and covered under 384-d.

If this bill is enacted, there will be no change in anticipated future annual costs as the member continues to be covered by 384-d. There will be an immediate past service costs of \$178,000 to be borne by the City of Newburgh as a one-time payment. This cost assumes a payment date of February 1, 2020. If the City of Newburgh elects to amortize this cost over a 10 year period, the cost for the first year would be \$23,700.

Summary of relevant resources:

The membership data used in measuring the impact of the proposed change was the same as used in the March 31, 2018 actuarial valuation. Distributions and other statistics can be found in the 2018 Report of the Actuary and the 2018 Comprehensive Annual Financial Report.

The actuarial assumptions and methods used are described in the 2015, 2016, 2017 and 2018 Annual Report to the Comptroller on Actuarial Assumptions, and the Codes, Rules and Regulations of the State of New York: Audit and Control.

The Market Assets and GASB Disclosures are found in the March 31, 2018 New York State and Local Retirement System Financial Statements and Supplementary Information.

I am a member of the American Academy of Actuaries and meet the Qualification Standards to render the actuarial opinion contained herein.

This fiscal note does not constitute a legal opinion on the viability of the proposed change nor is it intended to serve as a substitute for the professional judgment of an attorney.

This estimate, dated February 15, 2019, and intended for use only during the 2019 Legislative Session, is Fiscal Note No. 2019-75, prepared by the Actuary for the New York State and Local Retirement System.

RESOLUTION NO.: 107 - 2019

OF

MAY 13, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A
PROPOSAL AND EXECUTE A CONTRACT WITH FIREWORKS EXTRAVAGANZA
FOR THE 2019 CITY OF NEWBURGH FOURTH OF JULY CELEBRATION
FOR THE AMOUNT OF \$10,000.00

WHEREAS, the City of Newburgh has received a proposal from Fireworks Extravaganza for fireworks for the 2019 Fourth of July celebration at a cost of Ten Thousand (\$10,000.00) Dollars; and

WHEREAS, should there be a rain event, or other circumstances beyond the City's control which prevent such fireworks to be launched on July 4, 2019, the rain date will be July 6, 2019; and

WHEREAS, this Council has determined that accepting the proposal of Fireworks Extravaganza is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he hereby is authorized to accept a proposal and execute a contract, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with Fireworks Extravaganza for a fireworks display for the 2019 City of Newburgh Fourth of July at a cost of \$10,000.00.



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

Todd Venning
City Comptroller

tvenning@cityofnewburgh-ny.gov

Notice of Intent to Award

April 22, 2019

Fireworks Extravaganza
121 Gertrude Ave
Paramus, NJ 07652

Re: RFQ #11.19 for Fireworks Display

The City of Newburgh made formal requests for quotations that were due in by 4:00 p.m. (local time) Thursday, April 11, 2019 for the production of a 30-minute pyrotechnical display to be shot off at 9:00 p.m., Thursday, July 4th, 2019 with a rain date scheduled for 9:00 p.m. Saturday, July 6th, 2019 for the City's annual 4th of July celebration.

In order to book your company for this event, the City has informally accepted your proposal of \$10,000 as submitted. However, City Council must first approve your proposal prior to entering into an agreement with your company. This process shall take place at the next City Council Meeting on Monday, May 13th, 2019. This event is and has always been subject to City Council approval.

Once Council accepts your proposal, the City will forward the contract agreement to you for execution. Permits and insurance certificates must be sent to the City when returning the signed agreement.

Please return an acknowledged copy of this Notice of Intent to Award electronically before 4:00 p.m. Friday, April 26, 2019.

Respectfully submitted,

Todd Venning
City Comptroller

cc: Joseph Donat, City Manager
Michelle Kelson, Corporation Counsel

ACCEPTANCE OF NOTICE: Receipt of the above Notice of Intent to Award is hereby acknowledged by

_____ this _____ day of May, 2018 by Fireworks Extravaganza
Signature in *Blue Ink*

By: _____ Title: _____
Print Name Print Title

4/16/2019

opening

3:30pm

T. Venning -

H. Shah -

R. VanVlack -

Present

Fireworks **E**xtravaganza
Worldwide Experience in Pyrotechnics - Since 1995

WWW.FWEXTRAVAGANZA.COM

FE

Fireworks Extravaganza



2009 World Fireworks Competition First Place, Hannover Germany

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #E11917

Worldwide Experience in Pyrotechnics - Since 1995

1-800-765-BANG (2264) • 206-202-1544 FAX
121 GERTRUDE AVE • PARAMUS, NJ 07652



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

March 15th, 2019

City of Newburgh
Todd Venning
83 Broadway
Newburgh, NY 12550

RE: City of Newburgh-RFQ 11.19

Mr. Venning

It is my pleasure to present to you, on behalf of Fireworks Extravaganza, our response to the request for proposal for the City of Newburgh-RFQ 11.19.

Please take a moment to review the enclosed proposal and supporting documents.

Please don't hesitate to reach out to me with any questions or concerns.

Thank you for the opportunity to again provide our services to The City of Newburgh. I promise you we will do our best.

I am available 24 hours a day 365 days a year at:

800-765-2264 ext 751 or 410-967-8972

I remain, at your service,


Kind Regards,

Brian Hollenback
Fireworks Extravaganza
800-765-BANG x51
206-202-1544 fax

[2017 Liuyang Champions](#)
[FE on Facebook](#)
[FE Website](#)

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
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Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

March 15, 2019

City of Newburgh
Todd Venning
83 Broadway
Newburgh, NY 12550

Dear Mr. Venning,

Per your request, **Fireworks Extravaganza** is pleased to submit the following bid for your consideration for your "7.4.2019 City of Newburgh Fireworks Display"

Date of the Fireworks Display:
Rain Date:

7.4.2019
7.6.2019

Venue Address:

Consolidated Iron Site
Washington Street
Newburgh, NY 12550

FE Proposal Price:

\$10,000.00

Approximate Show Length

30 Minutes

Your designed "***Fireworks Extravaganza's***" will include the following:

- Five million dollar (\$5,000,000.00) per occurrence, insurance coverage, which offers you the most secure and extensive coverage available in the industry.
- Five million dollar (\$5,000,000.00) Hazmat liability coverage, required by the US Department of Transportation.
- Show will be crafted with products selected by John Sagaria, president of FE.
- All transportation and delivery costs.
- All DOT Permits needed for delivery
- Workers' Compensation Insurance & Automobile Insurance
- Licensed & Trained Pyrotechnic Display Crew with a vast knowledge base and experience in the Pyrotechnics Industry.
- All application submission, tracking, receiving and notifications required by the Authority having Jurisdiction(s).
- Pre & Post display site inspections.
- Generation of Site Plan & Distance Table.
- Permit Processing and Procurement (Sponsor pays any actual fees)
- The widest available range of top-quality designer aerial shells and effects from around the world including extra-fancy pattern shells, Smiley Faces, Titanium Salutes, Mixed Color Peony, Nishiki Kamuro, Brocade Crowns, Mixed Color Crossettes, Mixed Color Chrysanthemum, Gold Coconut, Purple Coconut, Whistles, Flowers & Much More!
- A skillfully designed production that will vary in intensity and effects to deliver the maximum crowd appeal. The display will last 30 minutes. Many effects used are exclusively designed & manufactured for Fireworks Extravaganza.

SHOW CONTENT DESCRIPTION

PRINCIPIA, OR OPENING BARRAGE

The Principia will then begin with our exclusive gleaming red, gold, silver and whistle effects shooting upward and fanned across the sky accompanied by loud aerial salutes and a canopy of Gold Komoro Shells. The wall of whistles is something that will gain attention and signify the display has begun. This opening presentation will be approximately one minute.

Multi-colored Shells	1,000
Salutes	300
Aerial Star Shell Barrage:	
2 ½" and 3" shells	275
4" Shells	24
5" Shells	25
Total Principia Shells	1,624

MAIN BODY

The Main Body consists of 2 ½" to 6" each individually placed. It will last approximately 26 minutes. The Main Body will be comprised of a vast assortment of aerial effects. Some of the effects are as follows:

- Purple Peony, Green Cracking Peony, Blue Chrysanthemum, Red to Blue Crossette, Smiley faces, Blue Dahilia, Coconuts, Willows, Purple Wave, Red Ring, Red Strobe, White Strobe Waterfall, Red to white Strobes, Titanium Salutes, Red Falling Leaves, Pink Peony, Lemon Peony, Variegated Peony, Yung Feng Silver Variegated Flowers with Strobe, China National Artillery Shell, Crackling Tail Red/White/Blue and Yellow Assorted mixed Peony, Whistles, Brocade Crowns and Super Cracker with Salutes.

3" shells	288
4" Shells	144
5" Shells	84
6" Shells	36
Total Main Production Shells	552

THE GRAND FINALE

The final Grand Finale, is the final segment of this display and will last approximately three minutes. Designed to fully encapsulate the energy from the Principia & Body of the display, the grand finale will consist of a wide variety of designer fireworks display shells from Yung Feng and other leading manufacturers in the industry. The end of the display will seem to end with barrage of salute shells; moments later a curtain of Brocade Crowns trickling down from the sky will bring a final roar from the crowd! Some of these effects are as listed below:

- Yung Feng -Glittering Silver to Red Strobing Chrysanthemum with Strobing Red Tail, Yung Feng- Crackling Nishiki Kamuro, Yung Feng – Kamuro Chrysanthemum to Red Strobing with White Strobing Tail, Assorted Mixed Color Peony, Brocade Crown, Super Crackle-Salute with Magic Ball, Smiley faces, Titanium Salutes with Whistle and Color Tail and Fanned Shape Whistles and more!

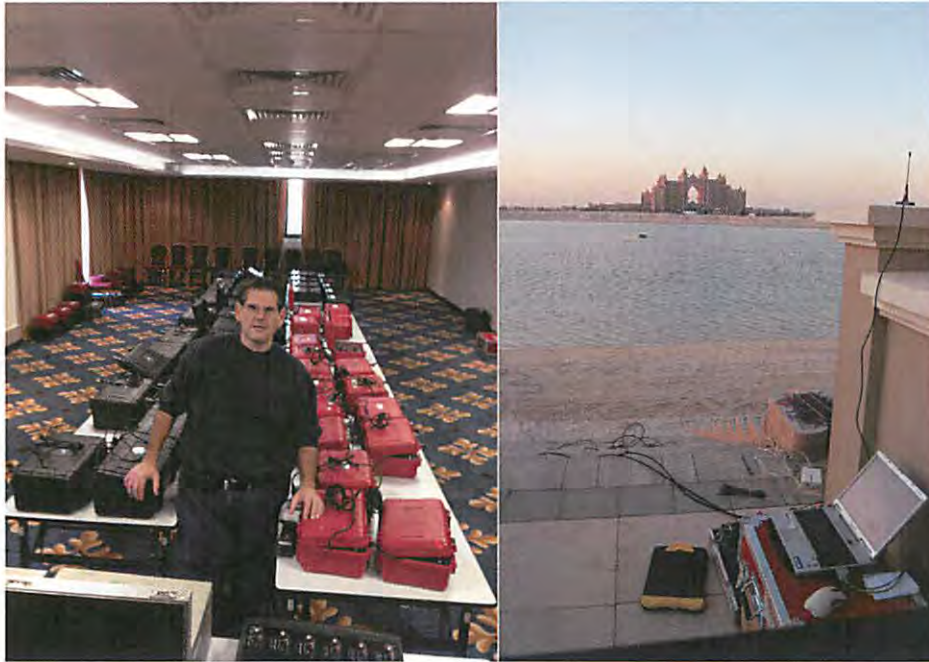
False Finale Shells	2000
Grand Finale:	
2 ½" and 3" shells	350
4" Shells	24
5" Shells	25
6" Shells	20
Total Grand Finale	2,419
Total Program	4,595

There will be a "False Finale" followed by a pause of 20 seconds that will surprise and delight when the real finale starts. Doing the Finale in this way conveys emotion & excitement, creating a sense of False finale followed by a final barrage of shells will surely bring an amazing close to the displays. Comparing to a "random finale" of just various shells. This will be an ending not to be forgotten.

FireOne Electronic Firing



FE has been using, loving, learning and displaying pyrotechnics with the FireOne system for over 25 years. From the very beginning of the development of the system, we have learned from the many “issues” and problems we have encountered. We learn every day how to utilize the system to make things safer, more spectacular and to make the display we do in your “backyard” have the same technology as displays used across the globe. We expand our system yearly and have all of the equipment needed to make sure the only limitation in your display is your imagination.



John Sagaria, setting up multiple FireOne systems for a world record display in Dubai Arab Emirates in December 2013.

We have experience all over the globe in computerized displays. We gather all this experience and bring it home to your display.

If you choose to have a computerized display you will have a script showing the firing of each device down to 1/100th of a second. We can simulcast to music and we can ensure subscription displays are the same for each and every display in the subscription (ie Ball Parks). We have trained crews all over the world for various display companies and our knowledge in the system is world recognized.

DOING WHAT WE DO BEST @ HOME & AROUND THE GLOBE

Formed in April 1988 *Fireworks Extravaganza* is one of the fastest growing fireworks companies in the country. President and Owner, John Sagaria, has performed hundreds of displays around the world and has been an ATF license holder for over 25 years.



Above: Fireworks Display on Hudson River – NYC- 9-11 Memorial

Each year, Fireworks Extravaganza performs over 300 shows to include public displays, corporate and private displays and weddings. FE supplies custom fireworks displays to many communities across the Mid-Atlantic region to include New York, New Jersey, Maryland, Virginia, Delaware and Pennsylvania. We have offices and support staff in Rochelle Park New Jersey, Walden New York, and Baltimore Maryland, along with qualified and professionally trained shooters across the east coast.

FE provides shooters who are fully trained in both hand fire and electronically fired displays. Many of our Lead Shooters have over 20 years' experience with excellent safety records. FE uses the FireOne system, one of the industry's best firing systems for all our electronic displays.

Additionally, FE has product magazines conveniently located in New York, New Jersey, Pennsylvania and Maryland to support a more effective product transport to each display for both our clients and shooter crew members.

2017 Competition 1st Place Champion in Liuyang China

Most Notable, Fireworks Extravaganza has won various awards all over the world for the displays we have choreographed and executed.

In November of 2017, Fireworks Extravaganza won first place in the [2017 Liuyang International Fireworks Competition Champions](#); in Liuyang China, the birthplace of fireworks.



John Sagaria and his team captains were presented with the Litian Statue, a replica of the father of fireworks.

Please take a moment to review the link to see the caliber of work we hold ourselves to as an organization. We take all that we learn from our competitions to make the display at home the best they can be.

In 2009 FE took first place in the [Hannover Germany World Fireworks Competition](#). A four month competition, the competing countries were France, Poland, Turkey, Malta, and China.

Written by John Sagaris • Photographs provided by William Firmworts, John Sagaris and Christoph Mair

The rules of the competition are clearly laid down. The 25 teams display their own interpretation of the text and a live action. The presentation is required to take the nature of the surroundings: the Baroque Garden – nine squares, each with a statue of a person of great fame who are to be used in a different form, and therefore, live forms are required. The teams are given a lot of creativity, their choice of music or their own music, their choice of costumes. Afterwards, points are awarded for the practical work, the presentation and the music. The music and the costumes are judged from the point of view of the realization, as well as for the interpretation of the music and the quality and diversity of the costumes. The Hermitage Garden is Haanover's most important tourist attraction and was created by Leibniz, Prince-Bishop of Hanover and Elector of Hesse-Kassel. It is inspired by the Sun King Louis XIV, the last of the 17th-century gardeners and not the French manner as it was in the 17th century, making it a bit different.

Photo by Christine Meyer www.purplemeyer.com

Photo by Christoph Maier (www.photomaier.com)

ly discerned the "NBC logo dot" because of the NBC peacock logo. John Lagergren says this way: there was a comet at the Spanish tack, 2 of each unit. "It was the John said."

What gives this competition its most important distinction is that it is held in one of the most beautiful gardens in Europe—the Royal Herenboskpark Gardens. This glorious garden landscape is replete with beautiful fountains, fountains, winding water, formal bridges and at least 50 magnificently carved fountains tell tales. Since I'm also an avid gardener, it combines both of my loves into one—gardening and pyrotechnics. Lacking the garden with pyre, and watching the crew about fires couldn't have been more fun.

Traveling the world is at heart, and choreographing a wide variety of fireworks shows in different countries was excellent preparation for the opportunity offered to me by Vulcan Fireworks. The Vulcan company

This competition had specific rules that directly affected the design of the show. The length of the show had to be between 20-25 minutes; you were limited to the number of mantras (3'-250'N, 300'-Y, 200'N, 200'N-15) you could use; you were not allowed to use any salutes; you could only set up the day before; and you were only given access to half the area the first day. In addition, you were mandated to use seven different ground effects—the goal being to illuminate the energy system.

Here is the final soundtrack:
"William Tell Overture" (Mandatorny); "Spirit Dances" - Twelve Girls Band; "Bookman" - Young Scientist

I knew from the start of this project that the garden itself would be a critically important element of our display. Accentsing the garden with music and color, though, in some standard way would not be enough. The answer to this conundrum was John Wertz, John works for Vikram Shogun and designed and created some truly amazing ground pieces for the show: a



0 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

At first, I was able to easily pick out every thing I needed. Vulcan had a fabulous assortment of options to choose from. I particularly liked the pattern design and the "Imagined" series, a segment of "Golden Thread." Although she's a professional, I don't think they are the most important aspect of a shoe. The truth is it is just as easy to have a great shoe with C&K material, as it is to have a bad shoe with great material. It all depends on presentation. I've also felt that China's reputation for poor quality goods is definitely unwarranted and misleading. Perhaps winning this competition with nothing but Chinese product will underscore that point quite effectively.

One problem we did have during the show was with cross ignition in the fronties. It happened multiple times. The first cut actually in one of the mosaic pieces! (Momentarily, my heart said: You can see it happen 3-4 times during the show when you watch the video. Essentially, this was because the front area was very narrow; it will have to be better controlled in the future.)

In addition to the people I have already mentioned, I also want to mention others who made this win possible: the Vulcan crew from China and Europe, and I want to specifically thank Elwin van den Berg for his help. There were also several great guys who came with me from the U.S.: Pete Hergon, John Doxy and Arthur

The most I watch the video of the show, the more I see things I would have changed or done differently. From mistakes I plan to fix, to new ideas I plan to create—maybe, just maybe the next show will be perfect. It probably won't be, as long as it is better than the previous show, I'll be happy. I know for as long as I am able, I will keep trying for that perfect show even if it never only to exist in my mind.

the oracle was perfect. I shot all the news and all the cakes at the same time. The rest of the cake news were used during the rest of the show.

To save more writing time, Vidan offered the idea in what they called "Meal" (a play on the word "meal" meaning "your lunch in Hong Kong"). "Meal Meals" are cakes designed specifically for a certain location. There may be a few of different offerings, or cakes with an combination of efforts—all with much connections on each row.

Therefore, you can find out more about it. You just open the box and connect the cake.

Thanks to everyone who came to my mini-stall "Controlling the Burn" this year at the NTA Expo. I am glad to many people were able to taste and see some of the things I have been doing during the past 15 years trying to control pyrotechnics with computers.

You can see a Video of the Show here:
<http://www.mrsmc.com/122439>
Some Photos of the Size are available here:
<http://gallery.mrsmc.com/juguar1/00111>

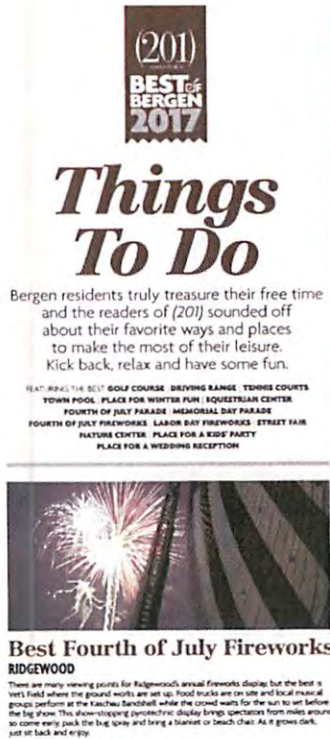
You can see a Video of the Show here:
<http://vimeo.com/8372439>
 Some Photos of the Site are available here:
<http://gallery.me.com/juagaria#100111>

Above: SOCA Monarch Festival Display at the Hasley Crawford Stadium, Trinidad

Home State - New Jersey

Best of Bergen 11 years Running

Fireworks Extravaganza has been recognized by 201 Magazine as the Best "4th of July" fireworks display in Bergen County, New Jersey for 11 years running.



Above: 201 Magazine naming Fireworks Extravaganza – Best Display in New Jersey for 11 years running.



These accomplishments demonstrate the caliber of work we hold ourselves to and the commitment we have in providing the highest quality of product and service. It makes us proud to work in this industry, to promote independence and support what freedom stands for in the great United States of America.

National Fireworks Association



Fireworks Extravaganza is also a proud member of the National Fireworks Association (NFA) since 2010. The NFA is an organization with a membership of companies and individuals that promote safety and insures proper regulatory measures within the fireworks industry. FE President John Sagaria is the NFA website administrator.

In 2017, he choreographed and performed the "[For the Love of it All](#)" public fireworks display held on the final day of the NFA's largest event, the 2017 NFA Expo, where thousands of NFA members and the public attended.



Our Promise To You Today & Always

We work 365 days a year to make the day of your event spectacular and consider our safety record second to none and are extremely proud of our work.

We are small enough to be able to offer close custom services and large enough to have the resources to safely produce the display. Please make sure to look at our website for references and a list of our clients.

Thousands of effects will be used in your display. We have designated the actual effects on the enclosed manifest of materials. If needed we can explain how FE's list of materials will differ greatly from any other proposal you may receive.

The piece of paper you are holding in your hand is really worthless. Anyone can make promises on paper. We hope to continue providing services to The City of Newburgh in 2019 providing superior displays with unparalleled customer service.

Some of the shows we perform are below and you can call any one of them:

Rockland Boulders, NY; Town of Haverstraw, NY; Staten Island Borough President, NY; Village of Ridgewood, NJ; Hillsborough Township, NJ; City of Peekskill, NY; Rocking Horse Ranch, NY; Town of Newburgh, NY; Town of Southeast, NY; Village of Greenwood Lake, NY; Lake Mohawk Country Club, NY; Town of Clarkstown, NY; Town of Wallkill, NY; Town of Kent, NY; Village of Sleepy Hollow, NY; Town of Plattekill, NY; Town of Chester, NY; Town of Fallsburg, NY; Village of Catskill, NY; Town of Middletown, NY; Village of Spring Valley, NY; Borough of Park Ridge, NY; Ringwood Recreation, NJ; Brick Township, NJ; Indo American Festivals, NY & NJ; Bear Mountain State Park, NY; Town of Belair, MD; University of Maryland College Park, MD; Defenders Day Celebration, MD; City of Hagerstown, MD; Town of Elkton, MD; Fullerton Fireworks, MD; Salisbury Traditions, Inc, MD; Town of Cecilton, MD; City of Gaithersburg, MD; Aberdeen Ironbirds – Ripken Stadium, MD; Ocean Downs Racetrack, MD; Town of Boonsboro, MD; River Valley Ranch; MD; City of Chesapeake City, MD; City of Brunswick, MD; Snow Hill, MD; Calvert County Parks & Recreation, MD; City of Lebanon, PA; Upper Darby Township, PA; Mason Dixon Fair, PA; Crozet Community Association, VA; Farmington Country Club, VA; Fairfax County Park, VA; Town of Middletown, DE & Town of Smyrna, DE.

We look forward to performing your "***Fireworks Extravaganza***" and we are honored for the chance to work with you. If you have any questions regarding our proposal please feel free to call me directly at 800-765-2264, extension 751.

Kindest Regards,

A handwritten signature in blue ink that reads "Brian Hollenback". The signature is fluid and cursive, with the first name "Brian" and last name "Hollenback" clearly legible.

Brian Hollenback
Event Coordinator
Fireworks Extravaganza
bhollenback@fwextravaganza.com

Fireworks Extravaganza

Worldwide Experience in Pyrotechnics - Since 1995



SITE NOTES

121 Gertrude Ave,
Paramus, NJ 07652
1-800-765-BANG
info@fwextravaganza.com

SHOW DETAILS

Sponsor: City of Newburgh
83 Broadway,
Newburgh, NY 12550

Sponsor Contact: Todd Venning
845-569-7322

Tvenning@cityofnewburgh-ny.gov

Display Date: July 4th, 2019

Rain Date: July 6th, 2019

Address: Consildated Iron Site,
Washington Ave,
Newburgh, NY 12550

Duration: ~30 minutes

Budget: \$ 10,000.00

PRODUCT

Shells: Yes - 6" Max

Candles: Yes

Cakes: Yes

Angles: Yes - Fanned

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #E11917

Worldwide Experience in Pyrotechnics - Since 1995

1-800-765-BANG (2264) • 206-202-1544 FAX
121 GERTRUDE AVE • PARAMUS, NJ 07652



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

7.4.2019 City of Newburgh

Show Logistic Staff Allocation

The following individuals will be tasked with seeing your production through; from conception to completion. Rest assured at any time you may depend on any of these individuals to ensure your needs are met.

John Sagaria - President

With 25 Years Pyrotechnic Experience including two world championships 1st place awards in [Hanover, Germany](#) & [Liuyang, China](#), John Sagaria – President of Fireworks Extravaganza will hand select the product to be used for your display, coupled with project oversight as a whole.

Brian Hollenback – Permit Director & Event Coordinator

Permit Director and Event Coordinator with Fireworks Extravaganza; all aspects of site logistics, display preparation including but not limited to, Permit Tracking, Crew Logistics, Project Oversight and Client Relations. With a vast understanding of the regulatory codes surrounding the pyrotechnic industry, rest assured all required documents and permits will be in line with all regulatory measures stipulated at a Local, State and Federal levels.

Bryna Stankiewicz – Client Relations – Project Oversight

Administrative Coordinator for Fireworks Extravaganza, Bryna Stankiewicz is directly involved with client relations, from contractual agreement until show completion. Bryna will ensure all clients requests and needs are not only met, but exceeded.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

1-800-368-5848 • 1-800-368-5849 • 1-800-368-5850 • 1-800-368-5851

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse

Direct ATF: ATF - Chief, FELC
Correspondence To: 244 Needy Road
Martinsburg, WV 25405-9431

License Permit
Number: **8-NJ-003-51-0F-00310**

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date: **June 1, 2020**

Name
FIREWORKS EXTRAVAGANZA

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**174 ROUTE 17 NORTH SUITE 213
ROCHELLE PARK, NJ 07662-**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**J & J COMPUTING, INC
FIREWORKS EXTRAVAGANZA
174 ROUTE 17 NORTH SUITE 213
ROCHELLE PARK, NJ 07662-**

Licensee/Permittee Responsible Person Signature

Position Title

Printed Name

Date

Previous Edition is Obsolete. J & J COMPUTING, INC 174 ROUTE 17 NORTH SUITE 213 (7662) 8-NJ-003-51-0F-00310 June 1, 2020 51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14-5400.15 Part 1
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee, and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License Permit Name	J & J COMPUTING, INC
Business Name	FIREWORKS EXTRAVAGANZA
License Permit Number	8-NJ-003-51-0F-00310
License Permit Type	51-IMPORTER OF EXPLOSIVES
Expiration	June 1, 2020
Please Note: Not Valid for the Sale or Other Disposition of Explosives	

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (18 U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802)), (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence (as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act), or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. **Federal Regulation 27 CFR 555.53** - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.
3. **Alteration or Changes to the License or Permit.** Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than \$250,000.

NOTICES

1. Any change in trade name or control of this business or operations **MUST** be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431 (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.14 5400.16.
2. Under § 555.46, Renewal of License Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14 5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14 5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13 5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC.
Note: The user-limited permits are not renewable.

3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101)

ATF Form 5400.14 5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business (27 CFR 555.61)(27 CFR 555.128) Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

**TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB**

✂ Cut Here

Federal Explosives Licensing Center (FELC) Toll-free number: (877) 283-3352
244 Needy Road Fax number: (304) 616-4401
Martinsburg, WV 25405-9431 E-mail: FELC@atf.gov

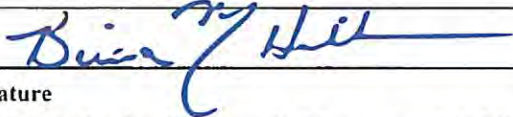
ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

REQUEST FOR QUOTATION – RFQ #11.19

Fireworks Display

for the Annual City of Newburgh 4th of July Celebration in Newburgh, New York

Date: 3/15/2019	Owner: City of Newburgh	Questions may be emailed to Todd Venning <i>no later than 4:00 PM (local time)</i> on April 4, 2019: tvenning@cityofnewburgh-ny.gov	Deadline to receive responses: <u>04:00 PM (local time)</u> <u>Thursday, April 11, 2019</u>
1. VENDOR INFORMATION Company: Fireworks Extravaganza Address: 121 Gertrude Ave Paramus, NJ 07652 Phone: 800-765-2264 Fax: 206-202-1544 Cell phone: 410-967-8972 Email: BHollenback@fwextravaganza.com Contact Person: Brian Hollenback		Please quote on this form, your best price, terms and delivery, on the article described below. Vendor must fill in all numbered sections requiring information and attach a detailed summary on shells being quoted in order to receive consideration. Failure to comply with these requirements shall disqualify Quotation and deem Vendor as unresponsive. Affix official signature and attach with proposed shell detail document when submitting Quotation electronically to the City of Newburgh (see Sections 10 and 11 for details). WE QUOTE YOU AS INDICATED BELOW  Signature Brian Hollenback - Permit Director 3/15/2019 Print Name and Official Title Date	
2. Terms: Single Year Contract		3. F.O.B	
		4. Date(s) services can be made:	
Description		5. Unit Price	6. Amount
Qualified vendors are invited to submit their best quotation for services providing fireworks for the City of Newburgh's Annual 4th of July Celebration to be held on Thursday, July 4, 2019 with a rain date of Saturday, July 6, 2019. A 30-minute fireworks display at approximately 9:00 PM (local time) shall be launched from land at the former Consolidated Iron Site just off the Hudson River at the foot of Washington Street. In the event the Consolidated Iron Site is soggy, fireworks shall be launched from the southerly lot at the City's Waste Water Treatment Plant which is located at the foot of Renwick Street. Vendor must be able to launch fireworks display from either site. The pyrotechnic display should include a variety of shells and events. Prospective vendors must provide a description of fireworks proposed (see Section 10) that delivers a <i>minimum</i> 30-minute display. The successful fireworks provider will be required to furnish copies of all permits requested by the City, including fire permits and all necessary insurances including liability and workers' compensation, and must indemnify the City of Newburgh. The successful fireworks provider must be on-site at the staging area from setup until after take down to provide security for the fireworks and to clean up after the display is over. All cleanup of the site must be completed the same evening of the display and is solely the responsibility of the successful fireworks provider.			
		7. Quote Total: \$ 10,000.00	
8. Prices shall remain firm for 365 days.		Contact: Todd Venning, City Comptroller	

REQUEST for QUOTATION – RFQ#11.19
Request for Fireworks Display
for the City of Newburgh 4th of July Celebration
This is not a contract or an offer. This is a Request for Quotation Only!

9. Additional comments: See attached for additional information

10. **Required Documentation: Summary of Proposed Display.** Vendors shall attach a prepared document with their submission detailing their proposed display - from beginning to end - with the number and type of fireworks being displayed as well as the real time - in seconds - between each display of fireworks being shot. This document must be included with vendor's quotation in order to be considered.

11. **Submission.** Qualified and interested vendors shall submit their quotations electronically to the City of Newburgh *no later than 4:00 PM (local time) Thursday, April 11, 2019. Vendors are responsible for timely submission of their quotations.* Quotations received after specified due date and time will not be accepted.

Vendors shall submit this Request for Quotation document and the Summary of Proposed Display document as described and required under Section 10 above electronically via email to: tvenning@cityofnewburgh-ny.gov making sure to clearly indicate the following caption in the subject line: "*City of Newburgh-RFQ 11.19*"

Failure to comply with the requirements of this *Request for Quotation* document shall disqualify quotation and deem vendor as unresponsive.

12. **Award of Contract.** The award of this contract may be subject to approval by City Council. The City of Newburgh shall notify the successful fireworks provider of the acceptance of their quotation soon after the deadline for submission. The City shall post a summary of all quotations received on the Empire State Purchasing Group website (www.bidnetdirect.com/new-york/city-of-newburgh) on or after Friday, April 12th for public review.

The City of Newburgh reserves the right to reject any or all quotations received, or to accept any quotation they deem to be in the best interest of the City.

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #E11917

Worldwide Experience in Pyrotechnics - Since 1995

1-800-765-BANG (2264) • 206-202-1544 FAX
121 GERTRUDE AVE • PARAMUS, NJ 07652



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

THIS IS THE MOST IMPORTANT DOCUMENT WE CAN HAND YOU

What we promise to do in the future is one thing, what we have done in the past is what we are. Please call them! We will work very hard to add your organization to this list. This is just a small sample of the hundreds of displays we produce.

36th Annual QuickChek New Jersey Festival of Ballooning

Date: 7.28.2018

Location: Whitehouse Station, NJ

Howard Freeman, Executive Producer

"We recently had the pleasure of hiring Fireworks Extravaganza to do a show at the 36th annual QuickChek New Jersey Festival of Ballooning, July 27-29, 2018. They came highly recommended from a trusted source in the industry, and they exceeded all expectations. We have worked with many fireworks companies in the past, including many more "famous" than FE, but I have personally never experienced such a breathtaking show in terms of intensity, uniqueness of shells, duration for the money, numerous false finales and then an incredible one! The reactions and comments, that we got from our patrons was incredibly positive and actually overwhelming! One guest of a sponsor actually told me that "he could die happy now, as he has seen the best fireworks show of his life"! Seriously! John Sagaria promised to blow us away, and my staff and I truly believe that he actually under promised and over delivered! I would not hesitate to recommend Fireworks Extravaganza for any event that is looking for an incredible value and a tremendous result! They are true artists/showmen and well worth the price! "

BASEBALL CLUBS

Rockland Boulders Ball Park

2012 to Present

Date: 20 Shows During The Year

Location: Pomona, NY

Shawn Reilly - 845-364-0009 – "Best Shows of any Minor League Team"

Aberdeen IronBirds

2012 to Present

Date: Entire Season

Location: Aberdeen, MD

Jack Graham 443-327-8061 "Fireworks Extravaganza are the best! Our fans always love the show, and specifically show up to watch it!"

Town of Kent	2012 to Present
Date: July 3	
Location: Carmel, NY	
Maureen Fleming – 845-225-3943	
Village of Sleepy Hollow	2012 to Present
Date: July 4	
Location: Sleepy Hollow, NY	
Anthony Giaccio – 914-366-5105	
Town of Plattekill	2012 to Present
Date: July 9	
Location: Modena, NY	
Joe Croce – 845-883-7331 “The Finale was the best we have had”	
Town of Chester	2012 to Present
Date: July 9	
Location: Chester, NY	
Alex Jamieson – 845-325-6409 “Show was the best”	
Village of Walden	2012 to Present
Date: September 30	
Location: Walden, NY	
John Revella 845-629-4473	
Town of Middletown	2012 to Present
Date: July 16	
Location: Middletown, NY	
Rae Yingling – 302-275-0473	
Village of Spring Valley	2012 to Present
Date: July 14	
Location: Spring Valley, NY	
Sherry Scott 845-352-1110	
Bear Mountain State Park	2012 to Present
Date: June 24	
Location: Bear Mountain, NY	
Liz O’Loughlin – 845-786-2701	
Town of New Paltz	2012 to Present
Date: June 30	
Location: New Paltz, NY	
Kathy Preston– 845-255- 0604 “Everyone gave 100%”	
Town of Lloyd	2012 to Present
Date: July 2	
Location: Highland, NY	
Paul Hansut 845-750-4672 “Show was awesome!”	
Staten Island Borough President	2012 to 2013
Date: 4 Shows During the Year	
Location: Staten Island NY – Barge Shows	
Lee Covino – 718-816-2034 “Best Shows SI has had”	
City of Newburgh	2013 to Present
Date: July 2	
Location: Newburgh, NY	
Kathryn Mack 845-569-7460	

Town of Clarkstown Date: June 30 Location: Nanuet NY Robert Berdy – 845-639-20148 “Excellent display, loved double finale”	2013 to Present
Ringwood Recreation Date: September 10 Location: Ringwood, NJ Kayla Piehler, -- 973-475-7108	2013 to Present
Indo American Festivals Date: October 16 Location: Long Branch, NY Kamal Daga – 732-322-2811	2013 to Present
Borough of Park Ridge Date: June 11 Location: Park Ridge Liz Falkenstern – 210-573-1800	2013 to 2016
Wyckoff Fire Department Date: September 2 Location: Wyckoff, NJ Stephen Kopshaw 201-694-5202	2015 to Present
Town of Fallsburg Date: July 3 Location: Fallsburg, NY James Goldfarb – 845-434-5877 “The finale was a 10”	2016 to Present
Village of Catskill Date: July 2 Location: Catskill, NY Heather Bagshaw – 518-819-8711	2016 to Present
Town of Southeast Date: July 2 Location: Brewster, NY Patricia Bohman – 845-279-3915	2016 to Present
Lake Mohawk County Club 4 th Date: July 3 Location: Sparta, NJ Barbara Wortman – 973-729-6156	2016 to Present
Town of Southeast Date: July 2 Location: Brewster, NY Patricia Bohman – 845-279-3915	2016 to Present
Township of Brick Date: July Shows Location: Brick, NJ Maryann Jusinski 732-262-1058	2017 to Present
Village of Warwick Date: August 5 Location: Warwick, NY Bill Lindberg 845-652-0633	2017 to Present

Village of Philmont Date: July 8 Location: Philmont, NY Monty Jennings – 518-929-7400	2017 to Present
Lindenwold Township Date: September 23 Location: Lidenwold, NJ Brenda Roach 856-784-5602 “Everyone did an amazing job!!”	2017 to Present
Thomas Cole House Date: June 23 Location: Catskill, NY Lisa Fox Martin – 917-371-0377	2017 to Present
Bergenfield Recreation Department Date: June 10 Location: Bergenfield, NJ Ed Volmer -201-304-2330	2017 to Present
Robbinsville Community Day Date: June 9 Location: Robbinsville, NJ Libny Sanchez -609-259-3600 “Display was very unique. Beautiful pieces we've never had.”	2018 to Present
Liberty Township Community Day Date: June 9 Location: Great Meadows, NJ Amanda Loguidice – 908-310-5876	2018 to Present
Echo Lake Country Club Date: June 30 Location: Westfield, NJ John Gomez 908-232-4163	2018 to Present
Borough of Lodi Date: June 29 Location: Lodi, NJ Paul Wanco, 973-859-7429	2018 to Present
Union Beach Recreation Commission Date: July 3 Location: Union Beach, NJ Allan Evans 732-670-7896	2018 to Present
Township of Pemberton Date: July 14 Location: Pemberton, NJ Joseph Marolli 609-893-5034 “Great Show!”	2018 to Present

MARYLAND

Town of Bel Air Date: July 4 th Location: Rockfield Ball Fields, Bel Air, MD Donald Stewart – 410-322-9342 - “Great Show”	1992 to Present
University of Maryland – College Park Date: July 4 th Location: University of Maryland Campus Lawn, College Park, MD Robert Ryan – 240-487-3570 - “The Show was great”	2000 to Present
North Point Edgemere Fire Company Date: July 31 Location: Baltimore, MD Albert Palcher 443-565-0514	2011 to Present
Herrington Harbour Inc. Date: July 3 Location: North Beach, MD Jed Dickman 410-741-5100	2011 to Present
Forest Hill Recreation Counsel Date: April 22 Location: Forest Hill, MD Deb Norcross 410-459-1433	2011 to Present
Woodholme Country Club Date: July 2 Location: Pikesville, MD Oliver Leoni 410-486-3700	2011 to Present
Baltimore Symphony Orchestra Date: July 3 Location: Cockeysville, MD Janette Matte 410-783-8065	2011 to Present
Charlestown Field of Honor Date: May 26 Location: Cantonsville, MD Daniel Simmons 410-242-3300	2011 to Present
City of Brunswick Date: July 3 Location: Brunswick, MD Carrie Myers 301-834-7500	2011 to Present
Darlington Lions Date: June 24 Location: Darlington, MD Larry Burton – 410-306-0615	2012 to Present

Chesapeake City Date: July 1 Location: Chesapeake Beach, MD Connie O'Dell – 301-938-4061 "Show was great!"	2012 to Present
City of Brunswick Date: July 2 Location: Brunswick, MD Carrie Myers – 301-834-7500	2012 to Present
Snow Hill Area Chamber Date: July 2 Location: Snow Hill, MD Lisa Moyer – 443-880-0183 "Everything!! Great crew and amazing display! THANK YOU!!"	2012 to Present
Town of Elkton Date: July 4 Location: Cecil County, MD Michelle Hensen – 410-398-0970	2012 to Present
City of Gaithersburg Date: July 4 Location: Gaithersburg Denise Kayser – 301-258-6350	2012 to Present
Ocean Downs Racetrack Date: June, July, August Location: Berlin, MD Joe Cavilla – 410-641-0600 "Great!"	2012 to Present
Calvert County & Parks Date: May 17 Location: Chesapeake Beach, MD Nola K. Formy-Duval – 410-535-1600 "Nice!"	2012 to Present
Girdletree Volunteer Fire Department Date: July 2 Location: Girdletree, MD Jeff McMahon 410-632-5666	2013 to Present
River Valley Ranch Date: July 1 Location: Washington County, MD Laura Krebs – 443-712-1010	2013 to Present
Town of Clear Springs Independence Day Jam Date: July 3 Location: Washington County, MD Juanita Grimm 301-842-2252	2013 to Present
Town of Cecilton Date: August 19 Location: Cecilton, MD Mike Cooper – 443-350-4265	2015 to Present
Pocomoke Area Chamber of Commerce Date: June 17 Location: Pocomoke City, MD Michelle Hickman 410-957-1919	2015 to Present

Mountain Christian Church Date: August 26, December 10 Location: Joppa, MD Kevin Bradley 443-655-5818	2015 to Present
North Point Edgemere Vol. Fire Co. Date: July 31 Location: Baltimore, MD Albert Palcher 443-565-0514	2015 to Present
Marine Trade Association of Baltimore County Date: June 30 Location: Middle River, MD Brian Schneider 410-627-0781 "Great Job!"	2018 to Present
Gambrills Odenton Recreation Council Date: June 30 Location: Odenton, MD Mike Pozdol 301-674-5180	2018 to Present

Pennsylvania

Selinsgrove Center Date: September 8 Location: Selinsgrove, PA Guy Stamm 570-372-5761 "The staff did a great job!"	2011 to Present
Hanover Country Club Date: July 3 Location: Abottstown, PA Dan Wildasin 717-451-8422	2011 to Present
Sellersville Fire Company Date: July 14 Location: Sellersville, PA Gregory Castelli 215-257-8170	2011 to Present
Jefferson Carnival Date: July 19 th Location: Spring Grove, PA Richard Krebs 717-229-2294	2011 to 2017
Hellam Area Recreation Commission Date: August 26 Location: Hellam, PA Mark Potosky 717-718-2480	2011 to 2017
Upper Darby Township Date: July 3 Location: Drexel Hill, PA Thomas Judge – 610-734-7622 "Best show in years!"	2012 to Present
Red Lion Recreation/New Years Date: July 3, Dec 31 Location: Red Lion, PA Tina Frutiger – 717-880-8959	2012 to Present

Whitetail Resort	2012 to Present
Date: December 31, New Years	
Location: Mercersburg, MD	
Katrina Gayman – 717-328-9400	
Ski Liberty Mountain	2012 to Present
Date: December 31	
Location: Carroll Valley, PA	
Lonny Whitcomb – 717-586-7338	
Enterprise Fire Company	2013 to Present
Date: May 26	
Location: Hatboro, PA	
April Mount 215-675-4040	
Capozi Adler, P.C	2015 to Present
Date: July 10	
Location: Harrisburg, PA	
Cassandra Reed 717-233-4101 “Loved the finale where there was big gold bursts. “It was so beautiful and I've never seen anything like it!”	
Sunny Brook Country Club	2017 to Present
Date: July 8	
Location: Plymouth Meeting, PA	
Susan Lauter 610-828-9617	
Country Club of York	2005 to 2013
Date: Labor Day weekend	
Location: Country Club of York, York, Pa	
Jennifer Bachman “Show was great”	
Pottstown	2000 to 2013
Date: July 4 th	
Location: Memorial Park, Pottstown, Pa	
Chief Richard Lengel “Think this show was the best ever!”	

VIRGINIA

Crozet Community	2012 to Present
Date: July 1	
Location: Crozet, VA	
Tim Tolson – 434-243-6592 “Show was awesome!”	
Whilton Farms	2012 to Present
Date: July 2	
Location: Greenwood, VA	
Terrence Daniels 434-979-9101	
Shenandoah Apple Blossom	2001 to 2014
Date: 1 st Friday in May	
Location: Winchester VA	
John Rosenberger “Best Show Ever.”	
Middleburg Community Center	1998 to 2013
Date: July 4 th	
Location: Middleburg, VA	
Joanne Cole “Best job ever from set up to clean up”	

DELAWARE

Town of Middletown	1998 to Present
Date: July 4 th	
Location: Middletown, DE	
Rae Yingling – 301-275-0473 “Always done a great job”	
Smyrna/Clayton July 4 th Assn	1998 to Present
Date: July 4 th	
Location: Smyrna, DE	
Robert Merrill – 302-653-6809 “Great all the way through. Terrific Finale!!”	
Town of Elsemere	2011 to Present
Date: July 1	
Location: Willmington, DE	
John Giles 302-998-2215	
LabWare	2017 to Present
Date: July 1	
Location: Greenville, DE	
Debra Adelman - 302-521-0250	
World Champion Punkin Chuckin Assn	2010 to 2013
Date: First Saturday in November	
Location: Bridgeville, DE	
John Huber “We have always been very happy with your company”	

WEDDINGS

Cedar Lake Estates

Date: August 5

Location: Port Jervis, NY

Anne Parizat 516-312-3669

Vanderbilt Museum

Date: June 24

Location: Centerport, NY

Gianne Ocampo - 516-729-4734

Lake Mohawk Country Club

Date: July 29

Location: Sparta, NJ

John Crowley - 516-233-7156

The Chandelier at Flanders Valley

Date: July 15

Location: Flanders, NJ

Joe Marotta 908-447-4696

The Marigold

Date: July 1

Location: Somerset, NJ

Pranav Shroff 609-816-5080

The Farm House at the Grand Colonial

Date: December 31

Location: Hampton, NJ

Emily Marotto 973-945-6736

Hyatt on the Hudson

Date: September 9

Location: Jersey City, NJ

Vaishall Deshpande 732-904-0908

Bear Brook Valley

Date: May 20

Location: Fredon, NJ

Jennifer Radeloff 973-670-1164

Ski Liberty Mountain Resort

Date: June 17

Location: Fairfield, PA

Leanne Grapes 215-534-9265

Oheka Castle

Date: October 22

Location: Huntington, NY

Anthony Zanni 516-922- 5468

Fiddler's Elbow Country Club

Date: October 28

Location: Bedminster, NJ

George Lambert 908-281-0701

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John I can't thank you enough. Apparently all of Twitter and Facebook is talking about the show as are our guests. But that's just a bonus. Elisa was crying during the show because she was so happy and I teared up as well. It was a magical night and made our wedding the event of a lifetime. I can't thank you guys enough for it and expect a gift in the mail soon! Thank you again for being such a huge part of our wedding. "

Stefanovic Wedding



THANK YOU all so much for the incredible job you did. It was truly amazing. We will continue to highly recommend your company, for not only do you do great work but your also incredible people! Even real life has its fairytales.

Thank you for being a part of our magical day of true love. "

Zanni Wedding

*Fireworks are like flowers,
They are here just a moment
...but at the end of our life all we
get to take with us is memories...
Let us help create your lifetime memories!*



"Brian & FE worked flawlessly with my wedding planner...and all relevant parties, to connect all the dots and ensure we had an unforgettable once in a lifetime experience. The Manhattan skyline as a backdrop was as jaw dropping as we hoped, but I believe FE is capable of creating a breathtaking show no matter the location. I was told, by too many guests to name, that it was THE BEST firework display they had ever seen. Someone even asked me if FE had created a new type of firework (baba!!) because they had such a cool, unique, sophisticated display. The amount of attention it received both privately and publicly (a few reality stars had snap chatted the display!! along with lots of general attention on social media) is a testament to the hard work FE put in to making a truly spectacular experience for us. It was by far the highlight of our wedding and truly an experience we will cherish for the rest of our lives. I wish I could re-live it over and over. We will be forever grateful to Brian and his crew!

Thank you a million times over,

Supreet & Nishan Wedding

"As relayed to Bryna this morning - I want to thank EVERYONE for your hard work on this event. It was spectacular and more than we had wished. Donna - your responsiveness and dedication was impeccable. The team on site including Michael who lead the team was fantastic and really worked hard under the gun to make it all happen.

I can't thank you all enough!

We will definitely keep you first on our list for Firework needs in the future. "

Anna Wells – Senior Event Planner



Fireworks Extravaganza

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& John Sagaria





National Fireworks Association

NFA NEWS

- December 2017 -

NFA Mission Statement

The mission of the NFA is to work diligently to ensure that the Fireworks Industry is regulated in a fair and sensible manner. We promote Safety within the industry and to the Consumers that use our products. The NFA was established to serve the members no matter whether a company or an individual. The NFA promotes the Safe Use of Fireworks in all sections of the industry.

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Photo Courtesy of Will Vitanyi III

Fireworks Extravaganza Wins 2017 Liuyang International Fireworks Competition

Fireworks Extravaganza is proud to have won 1st place in the 2017 Liuyang International Fireworks Competition which was held on November 4th in Liuyang China during the semi annual Liuyang Fireworks Festival.

The competition, held every two years, was performed in a large stadium in Liuyang, known as the "Birthplace of fireworks". The Stadium was filled to capacity on both nights of the 2 night festival that had performances from Chinese dancers and singers.

The 2nd night of the festival features the competition between 4 companies. The competition participants included the following companies; Yeng Feng from China, Super Fireworks from Russia, Nico Europe from Germany and Fireworks Extravaganza representing the U.S.A.

The show has the largest front of any FE show to date. The timing had to be sped up by 2x to cover such a vast area.

Each show was limited to 12 minutes and the music and all the effects are at the sole discretion of the team. The FE show had two new effects:

The Countdown in the start of the show was over 50' tall and supported by two cranes. Many times before doing the countdown has been done with 1 second Gerbs which creates a quiet display of the number for less than one second. This time FE used Airbursts for the countdown that exploded each number in a shock wave of sound. This idea was originally planned by the legendary Chinese designer Can Guo-Qiang for the Beijing Olympics, but the idea was never used. It really adds impact to the countdown.

Read more about the legend here: https://en.wikipedia.org/wiki/Cai_Guo-Qiang

The cube segment was created by Precise Comets on the ground and added depth and symmetry not seen often in Fireworks.

As the winning company, John Sagaria was presented with the Litian statue. He also signed a large flag, along with the other team captains, that will be hung in the Fireworks Museum in Liuyang

The competition statue given is based on the large wooden statue of Litian in China and says "Champion". Litian is the historic founder of fireworks.

Read More about Litian here: <https://epicfireworks.com/blog/2010/03/statue-of-litian-the-godfather-of-fireworks/>

Here is Link to Full Program as seen on Chinese Television. Use Firefox to view and make sure Flash is Enabled:
<http://vzan.com/live/tvchat-499092?ver=636454375331923986>

The whole program is 2 hours long. The FE portion and display begins at 39 minutes in. The awards are at 2 hours and 5 minutes in.

Here is a Compilation of the FE Elements, and also some of the Chinese dancing segments that are very good:

<https://vimeo.com/241766506>

Liuyang International Fireworks Competition 2017



John Sagaria, FE President holds the Litian Champion Trophy on the night of the 11.04.2017 first place win.



Each team had a site they had to stay in on the field.



All Competitors signed the Flag to be displayed in the International Fireworks Museum in Liuyang City

DOT Regulatory Corner

ELECTRONIC
LOG UPDATES

by Tom Dunaway
Tom Dunaway & Associates, Inc.



ELD Extension Act Defeated

On July 18 of this year, Rep Brian Babin (R-TX-36) introduced H.R. 3282, the ELD Extension Act of 2017 that would delay the compliance date for installation of an Electronic Logging Device (ELD) on all appropriate commercial motor vehicles for an additional two years (December 2019). The legislation now has 48 cosponsors. Upon the introduction of H.R. 3282, a number of national trade associations also sent a letter in support of the legislation, primarily from the agriculture, construction, and energy industries. As of yet, there has been no companion legislation introduced in the Senate.

In a recent vote in the House of Representatives on an amendment delaying the ELD compliance date, the amendment was defeated by a vote of 173 (in favor) to 246 (opposed).

On Thursday, November 9, 2017 Rep Babin asked President Trump to delay the ELD, by way of an Executive Order. If that were to happen, it would most likely be by December 1, 2017. The State of California state legislators have hinted that they may introduce a state bill to delay ELDs for intra state drivers until December 31, 2020.

Most states enforcement agencies have indicated that they will issue violations to trucks not using a ELD but would not put them out of service until April 1, 2018.

Bottom line, the feds and states are all over the place on this issue and if not delayed becomes effective on December 17, 2017. As I have stated at our EXPOs last year and again this year, we must be ready and have also stressed the exceptions to this rule. Again they are:

Drivers operating within the 100 air mile exception rule do not have to comply with the ELD.

For those drivers that operate mostly within the 100 air mile exception, but on occasion operate over the 100 air miles, or over the 12 hours, or drivers that are seasonal and only drive a couple times a year, the ELD is not required, provided the requirement to generate a paper log does not exceed more than 8 in any 30 day window. The days operating within the 100 air mile exception would not count toward the 8 logs as no logs are required for those days.

Remember that the 30 day window is not counted by the month but is a 30 day window that moves by one day each day.

Remember to sign up now for the NFA HM training that will be conducted at the next EXPO. We must know how many regulations to order.

Tom Dunaway
Tom Dunaway & Associates, Inc.



John Sagaria presents the factory owner of Jintan Fireworks with the Litian Champion Trophy. The trophy will stay in Liuyang at the Jintan factory for all to view and remember the great accomplishment.



John Sagaria on the shoot site with the managers that built the display.



The Winning Certificate to be displayed at the FE office in the U.S.A.

JOHN SAGARIA: The Crème de la

In the world of pyrotechnics there are many capable people. John Segaria, however, is an artist extraordinaire. His shows are well known for their artistry, color and exquisite choreography. That's why factories hire him to shoot their demos, and pyrotechnic clubs want him to headline their shows.

"Think small. Remember, there are few things in fireworks that are very big. Even a 16" shell is made of small stars."

—John Sagaria

2007
PGI "Inspiration"
show

Crème of the Fireworks Masters

by JEFF CELLUCCI

John Sagaria is a pyro's pyro. When designing and shooting fireworks displays, his philosophy will likely surprise many of you. While others in the industry work to fill every inch of the sky with the most brilliant and largest products possible, John's outlook is "think small."

John was born in the Bronx, N.Y. in 1966, graduated from high school in Rockland County, N.Y., and still lives in New York today. He was first introduced to fireworks by two of his uncles, Franny and Richie. Every 4th of July he would watch his uncles shoot fireworks. John's first fireworks were a brick of firecrackers for which his father paid \$15.00. Fireworks were and remain illegal in New York, so it wasn't unusual, even back then, to pay a premium. John remembers making his first fireworks purchase while he was still in school.

"I paid like \$45.00 and got a bag," John said. "I remember there were loose Jumping Jacks for 50 cents each. I was so happy, even though I later found out how I'd been ripped off!" His first "big time" purchase was made during high school when he sent \$475 to Fireworks Unlimited in Ohio. Shortly after he placed an order from their catalog, a tractor-trailer pulled up to his father's house with about 10 cases of fireworks. John was in heaven. His father, though, didn't think it was such a great thing to be unloading case after case of fireworks while John was at school.

John was on his way to orchestrating professional shows when he obtained his ATF license on July 1, 1989. "Back then you didn't even need storage, so my office was my storage," he explains. He attended his first formal training class with Vitale Fireworks almost three years later (May 2, 1992). After completing the class, he received a call to shoot a show at Mocatèk Speedway in the Poconos, Pennsylvania. This hand-fired show was

the start of his professional career.

At the 1997 PGI convention, John was introduced to computerized firing. "It was the 'Dreams' segment of the public display done by Ken Nixon and Jack Harvey, working with Pyrodigital. It was the best show I had ever seen and something I have never forgotten," John remembers.

The following year, John did some trading to land a small Fireone 8-wire system with 10 modules, and did several small test shows for clubs. In 1999, he put on his first professional Fireone shows in Lancaster and Lititz, Pennsylvania (July 2 and 3rd). The Lancaster show was shot from the roof of a parking garage and hotel. Unfortunately, it started to rain and John discovered that the 8-wire system was anything but waterproof. The weather delayed the show for almost an hour and taught John the importance of carrying backup systems whenever he goes to a shoot.

John's current position in the fireworks industry is unique. Rather than selling shows directly to customers, he shoots for display companies. He has done work for about 15 display companies and factories. Sometimes he does everything, including picking and editing the music tracks, creating the program and orchestrating the *feel* of the show. He also picks the products from the display companies' inventories, and may set up and shoot the show with his crew. Oftentimes, he just provides his firing system and shoots the show as provided by the display company.

When producing the whole show, John decides which product is best for that venue. "Having the best show does not always need the largest shell size possible for that venue," John says. "Sometimes, I have gotten more of a reaction from the crowd from \$4 strobe pots than a 16" shell. Shows for display companies are not the most prestigious, but the goals are just the same – produce a safe environment that the public can enjoy."

One of John's favorite shows to produce is a factory demo. "I've produced demos for Shogun/Vulcan, Dancing, and Dominator. For these shows, we're trying to produce the best possible display for the devices," he explains. "I've traveled to China three times since 2003 and really enjoy working with the factories. They've always been very honest and hard working." The last factory demo John completed was for Shogun/Vulcan at the 2007 NFA Convention. For this show, he was able to pick out all the material from the factory and have it shipped to him. He also chose the music and designed the entire show. "These are the shows that put the most pressure on me to produce," John said. "The factory is investing so much in the product, shipping, and show expenses. I really want to make the show as good as is possible."

When it comes to choosing products for John's displays, the two things he considers are timing and consistency. "Time is two numbers," John says. "Everyone is always concerned with the 'lift' time, meaning the time the device needs to be fired in advance before it will display. Of course, this is important. But just as important as lift is duration. Duration is the time between when a product is displayed until it burns out. With cakes, this is obviously important. But with shells it's not so obvious and often effects are 'stepped on' by the next effect. Some shells could have only a one-second duration, while others could have eleven seconds."

As far as material selection and quality, John believes you can put together a "great" show from almost any pool of material. "I truly believe great material does not guarantee a great show. But great design and choreography can make a great show out of bad material," John said. He added, "Think small. Remember, there are few things in fireworks that are very big. Even a 16" shell is made of small stars. The biggest thing you are likely to deal with is a 4" comet. Keep

that in mind and use small devices in unison over a large area. This keeps material costs down, but does not risk the quality of the show at all."

John also urges you to test everything you use. "Lawyers have a policy that they should never ask a witness a question in court unless they know what the answer will be. The same holds true for fireworks. You should never use material in a choreographed show you have not tested," he says. "I'm a member of the Crackerjacks and have done most of my testing at club shoots. It gives the members something to see and gives me

look like a hand is placing the devices on a canvas in the sky. This is very hard to do, but if you keep this as your goal, the show will be as precise as possible."

Set pieces have always been one of John's favorites. "You don't see them as much as you used to in the old days," John said. "Luckily, I have some great guys who have worked very hard on the set pieces for shows. For the 2007 PGI show 'Inspiration,' Pete Hengen made a large flag that took eight months to build. It started out in the beginning of the show as lights, and then burst into flames at the end by tie-wrapping lance

like using strobe pots as far away as possible. In Wizards in Winter at the 2006 PGI convention, I used strobes where the big guns were 1200 feet away, and it worked great. Not too many times will you see a slat with a 16" shell on one cue and a 1" strobe pot on the next!"

As far as trademarks of John's shows, he says, "I'd like to think my trademark is that there is no trademark. This is hard to do sometimes, but I try to produce shows that are different and independent of each other." One of the staples of all John's computer fired shows is his Fireone system. "I have six Fireone



"Inspiration." Part of the 2007 PGI show.

a venue to test everything and record all the timings."

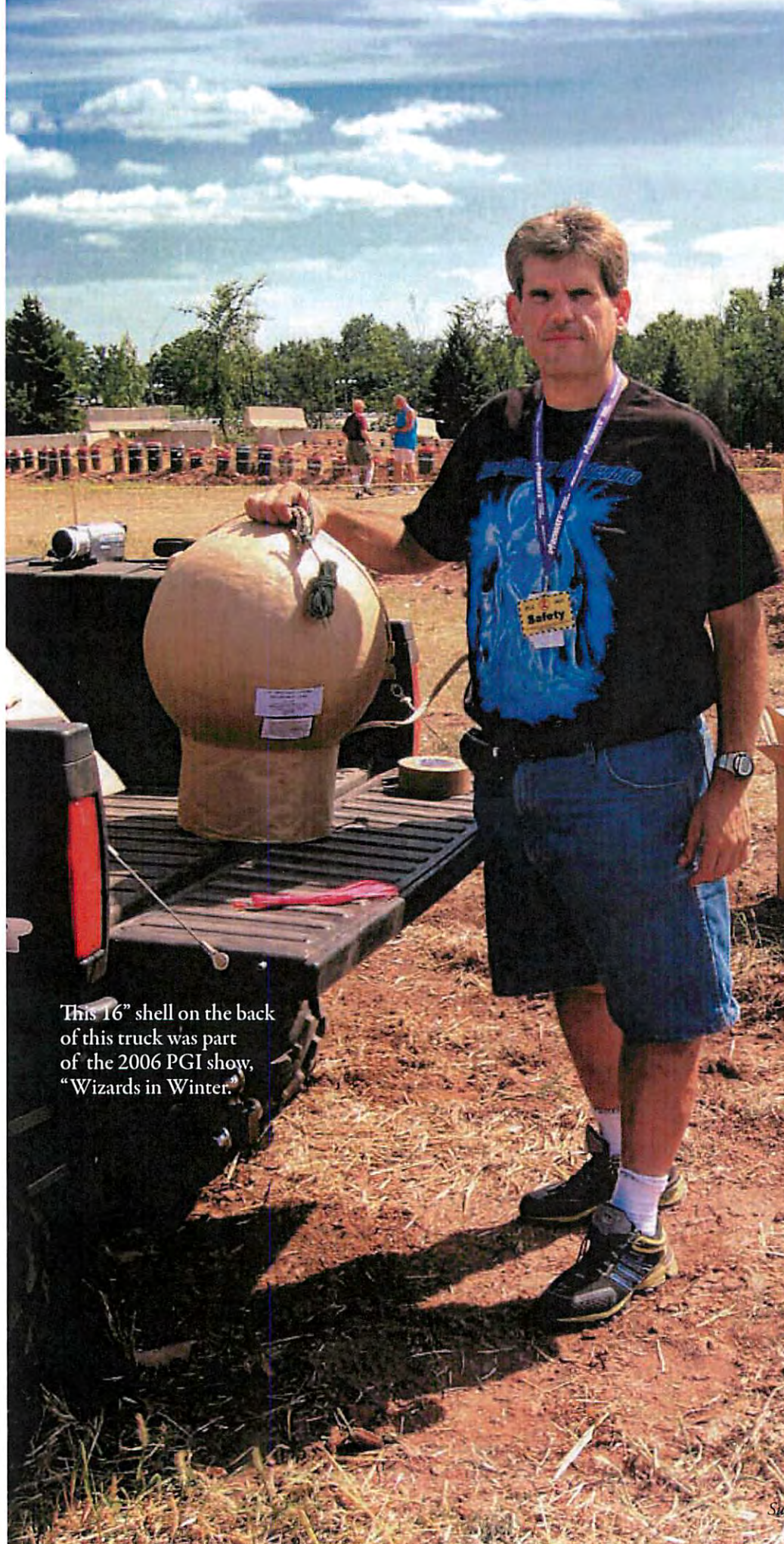
John's philosophy for setting up his shows is to try to make the material look as if it is behaving in a certain way and controlled. "On my company T-shirt, I use the line 'Computer Controlled Pyrotechnics,'" John said. "I try to accomplish this by measuring everything very precisely and making sure to think about heights. You have to measure the site and keep in mind how large the shells will display," he continues. "There are things you can't control like wind and product consistency, but you can do your best to control everything else. The goal is to

to the light bulbs." For the NFA convention in 2007, John Werner designed moving letters that spelled SHOGUN/VULCAN.

Keep in mind that timing is important with lance as well," John said. "The letters were raised in second intervals so they looked like they wiped left to right. You may not think so, but a second is a long time with fireworks." Fronts are also very important for John's shows. For the 2007 PGI convention, he wanted to create the stripes of the flag, so he needed 13 locations. He normally works with just six or seven front locations. "Fronts don't always have to be in front," John said. "I

systems now and most of the modules are two wire. This is the system I started with and have used ever since," he explains. "As far as the system's limitations, I have not come across something I have dreamed of doing that I could not accomplish. The only limiting factor would be cost, because the systems are so expensive. Every year I add a little more and things become easier. In the beginning I used a lot of scab wire to save on modules!"

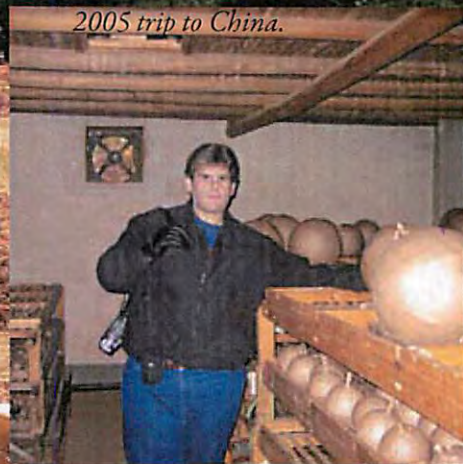
What I have gotten out of working in fireworks the past 15 years, is the relationships and friends that I have made. Some of my best friends I have



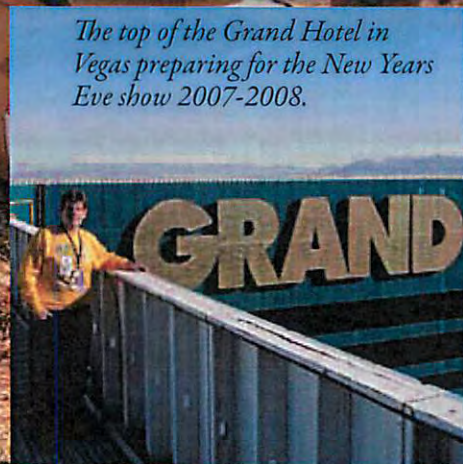
This 16" shell on the back of this truck was part of the 2006 PGI show, "Wizards in Winter."



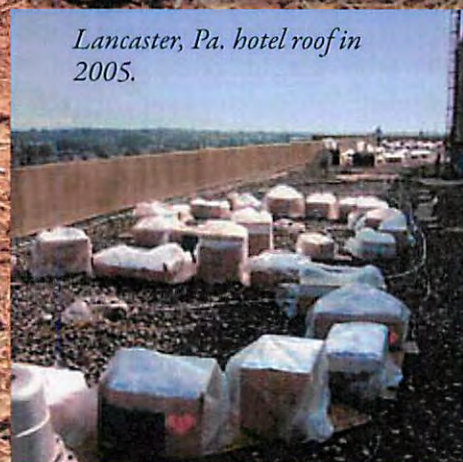
2005 trip to China.



2005 trip to China.



The top of the Grand Hotel in Vegas preparing for the New Years Eve show 2007-2008.



Lancaster, Pa. hotel roof in 2005.



2006 PGI "Wizards in Winter."



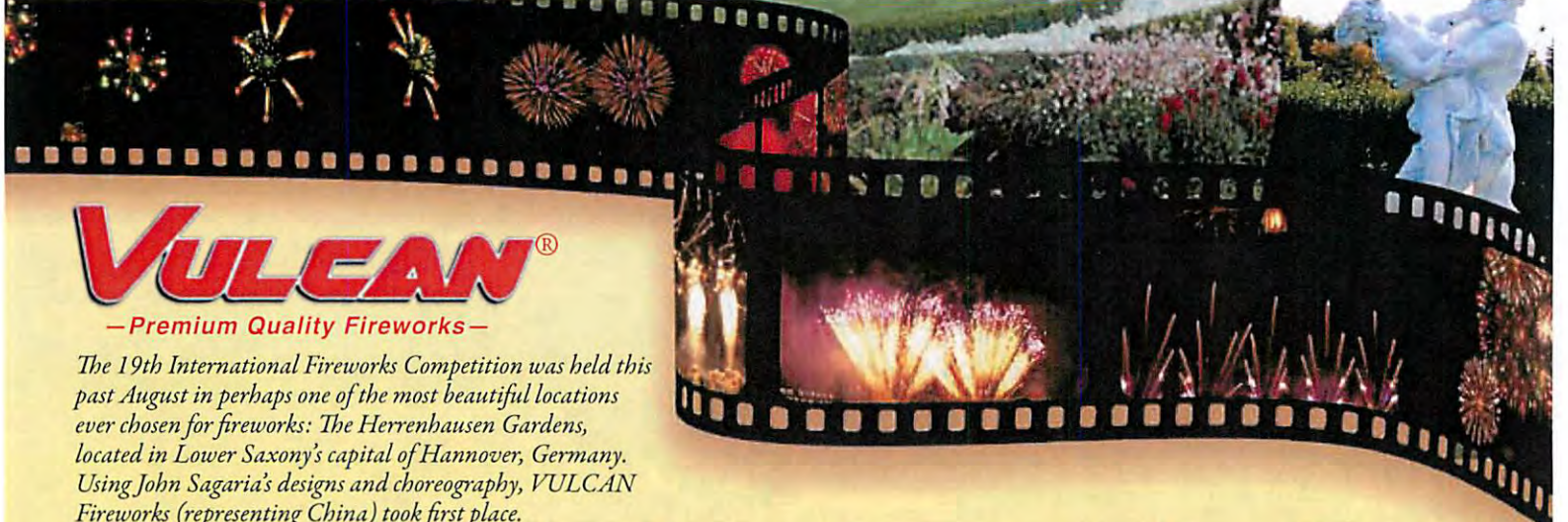
2007 NEA shoot for the Crackerjacks Club.

today have been from my involvement in fireworks. In China I was able to sponsor a student back in 2003 on my first trip. Her English name is "Doris." Many fireworks people have sponsored students, where we pay for the costs of their education. The students go there to learn English so they can get a better job. Now, 5 years later, Doris has graduated and works in Shanghai. There is not a week that goes by where we do not talk. I love going back to China and visiting with Doris and her family. All the companies that I have worked for have

taught me so much; there are so many people in this business that love to share all their knowledge. These relationships have made all the hard work and endless hours worthwhile.

As for the future, "I have some more ideas on my to-do list," John says. "I hope to be able to do more 'hobbyist' shows someday, and some of the songs I'm planning to use are songs people would never think would be good for fireworks." If it's fired by John Sagaria, it's bound to be better than good. ■

THE DAY AFTER THE 2007 NEA CONVENTION. What few of us ever see—the debris left to clean up after one of John's fireworks extravaganzas. Oftentimes, it takes as long to clean up after a show as it does to set it up in the first place.



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The 19th International Fireworks Competition was held this past August in perhaps one of the most beautiful locations ever chosen for fireworks: The Herrenhausen Gardens, located in Lower Saxony's capital of Hannover, Germany. Using John Sagaria's designs and choreography, VULCAN Fireworks (representing China) took first place.

Vulcan fireworks & John Sagaria take 1st Place at the 19th International Fireworks Competition in

HANNOVER

Written by JOHN SAGARIA • Photography by JOHN SAGARIA, THOMAS WICHMANN, & CHRISTOPH MAIER

This summer I was able to do something that would have probably fulfilled the childhood dream of almost every fireworks enthusiast I know: I was asked to work with Vulcan/Shogun to help produce their entry representing China in the 19th International Fireworks Competition in Hannover. I've worked with them before (I produced their NFA demos in 2005 and 2007), but this was something particularly special.

If you could go back 25 years and ask me when I was a child playing with jumping jacks and whistle bottle rockets in the street outside my house if I thought I would ever grow up and design a fireworks show, pick the music, direct the production of the fireworks I wanted to use, go to Europe and compete against some of the best companies representing different countries and win—I am sure that kid playing with class C back then would have thought you were crazy. But that is essentially what happened.

Given the amount of creative latitude I was given during the design process, though, put a

great deal of pressure on me personally. Even though winning the competition was never discussed, it was always the goal of everyone involved. It took an innumerable number of elements and the hard work of very many talented people to win this competition, however.

The competition itself ran from May through September. The competing countries this year were France, Poland, Turkey, Malta and China. Vulcan/Shogun—representing China—took first place in the competition, and France and Poland came in 2nd and 3rd place respectively. It was a unique competition, very similar in style to the international competition in Montreal, but on a much smaller scale.

What gives this competition its most important distinction is that it is held in one of the most beautiful gardens in Europe—the Royal Herrenhausen Gardens. This elaborate garden landscape is replete with beautiful flowers, fountains, standing water, formal hedges and at least 50 magnificently carved fifteen-foot

tall statues. Since I'm also an avid gardener, it combined both of my loves into one—gardening and pyrotechnics. Lacing the garden with pyro, and teaching the crew about the plant material surrounding us was a lot of fun. Never before was I able to load comets and look at "Nicotiana sylvestris" at the same time. It is funny, too, because many people describe the flowers of Nicotiana as looking like fireworks. Ironically, the Crackerjacks Fireworks Club I belong to has a very difficult time keeping the cow pastures clean where we shoot, so for me it was especially entertaining to be able to shoot such a large display surrounded by flowers.

The Vulcan company management—Cindy Cheung, Joe Wan and Erik Vermeulen—set the stage for success from the very beginning. First, they sent John Werner and I to Hannover in May to watch the French performance and to see the site itself. As I look back, I think this was an important key to us winning. It allowed me to not only see the site, but also get a feel the site and what kind



of fireworks would work best there. It also gave me the chance to see how the spectators reacted and to watch the show from at the same angle as the Jury. To say people in Hannover love fireworks is an understatement. They sell 15,000 tickets to the shows there and our show was sold out months in advance. To be honest, part of that reason might have been because our show was scheduled for August and a lot of people were on vacation then and wanted to see the gardens.

The jury judging this competition is made up of 12 people. They tour the field before each show and some of them even maintain fireworks blogs on the internet. It was the same Jury for each show and they took the scoring very seriously.

I knew early on that I wanted to end the

show with "Wizards In Winter." I had used that in a PGI display in 2006 and felt it was one of my best shows. The problem, however, was that when I used "Wizards" in 2006, it was used for the entire show (the song has almost 600 cues). In this show, it would only be used for three minutes of a 20+ minute display. So, the problem was twofold: I had a lot more time to fill, and at the same time I needed to keep the show manageable and within the rules of the competition.

While doing this work professionally for the past ten years, I have had the opportunity to work for a number of exceptional companies: Grucci, Zambelli, Vulcan, American, Legion, July 4 Ever, Fireworks Productions, Vitale (now Pyrotechnico), Kellners and Fireworks

City in Trinidad. What makes this important is that it has allowed me to learn a great deal about fireworks. You see, everyone—and every company—does things differently, and I try to learn something new while working on every show. One thing I do know for sure is that if you take a pile of fireworks and give it to 100 different people, you will get 100 different shows. That is what makes choreographing fireworks so fascinating—the finished display always provides the spectator with insight into the personality and feelings of the choreographer. What I did in Hannover was really a compilation of things I had learned from the many companies I had worked for throughout my career.

This competition had specific rules that directly affected the design of the show. The length of the show, for example, had to be precisely between 20-25 minutes long. In addition, you were limited to the number of mortars, could not use any salutes, only were





only given access to half the area the first day and couldn't set up until the day before the competition. To top it off, you were mandated to use seven different ground effects—the ultimate goal being to illuminate the entire garden.

Only one song was mandatory: the “William Tell Overture,” by Gioachino Rossini. The rest of the music was our choice. I wanted music that would allow the fireworks to tell the story—music people could relate to. Joe and John from Vulcan suggested the Twelve Girls Band, a marvelous group of female Chinese musicians chosen from various musical conservatories throughout China. I used their “Spirit Dance” to open right after the “William Tell Overture” because it immediately added an oriental feel to the show. After that, I predominantly chose instrumentals that could easily be emphasized by fireworks.

Here is the final soundtrack: “William Tell Overture” (Mandatory); “Spirit Dance”—Twelve Girls Band; “Beethoven”—Trans Siberian Orchestra; “Golden Ticket” from Willy Wonka and the Chocolate Factory; “Circle of Life”—Disney’s Lion King; The Suite from the film Polar Express; and “Wizards in Winter”—Trans Siberian Orchestra

Generally, the hardest part of putting together a show can be the restriction of working with just one company. Rarely does one company makes everything great. Vulcan, however, is an exception. They have a great shell factory and they also make extraordinary ground pieces. The process of developing new product for this show went exceptionally smooth. For example, I needed a really large hit for two sections of the Polar Express—it was nothing we could do with a cake—so I came up with this mine/comet combo called the “NBC Logo.” I wanted to use large single shot mines—2 of each color—and a comet in the center. It only took a couple of emails to Joe Wan before it was on YouTube for me to approve.

Yes, it was a fireworks dream come true! It was like having my own fireworks factory for awhile. If you look at the pictures, the comet really does look like the peacock head of the NBC logo. More importantly, the size was perfect for that section of the song.

I knew the garden itself would be a critically important element of our display. Accenting the garden with music and color, though, in some standard way would not be enough. Since this was the 19th year of this competition in the same gardens, the question was this: had everything been already been done?

John Werner, a well respected pyrotechnician and long time friend of mine, works for Vulcan/Shogun and designed and created some absolutely amazing ground pieces for this show: a “Green Glittering Horizontal

Wheel w/Candles”; a “Peacock Tail Wheel” (my favorite); a “Chromotrope Wheel”; and a “Mosaic Wall.” I honestly believe that John’s “Mosaic Wall” (fired during the Polar Express Suite) may have clinched the victory for Vulcan that night.

While John designed the wheels, I worked on my other two loves: Gerbs and Strobes. Personally, taking small, inexpensive items and putting them together to form a massive effect is one of my favorite challenges (I cover this in detail if you attended my seminar, “Controlling the Burn”). I wanted to use a lot of these in our show, but they are labor intensive and setting up 75 Gerbs would take far too much time. I came up with a “Gerb Rack” idea. A rack of Gerbs allowed us to have separate devices without the time-consuming setup. This idea grew almost exponentially until our rack was so big it was in two pieces and held 9 devices. There were regular Gerbs, Bengal Flames, Lycopodium Mines and Short Mines. We also had a beautiful set of Gerbs Cindy Cheung found us, which went up and down in a random pattern (used in the “Circle of Life”). Since there were over 60 of them, rack setup and wiring was still time-consuming, but I really think this made a major contribution to winning the show.

Strobes can either be great or annoying. The key is to just concentrate on the light itself, and not the flash. John came up with a great strobe projector, and I put them on almost every rail of the show. The vibrating strobes thus accented the “Snow” as it fell from the sky during the “Wizards in Winter” sequence. It looked so beautiful, I feel it may have been the best use of strobes I have ever done.

Saving the racks was another challenge. I wanted to use all of the 3” racks for the finale, but I had none left for the fronts. The solution was to make custom 3” cakes for all the fronts that had the mines. This saved a great deal of set up time, and would have been impossible without factory help from Vulcan.

We also used a lot of single shot candles in racks, which worked great. Normally, because of timing issues, I never use large-bore multi-shot candles because they are almost impossible to control. In Europe they love these for some reason, so I decided to put in two sets just so the Jury would see them when touring the field. I still hate them, but they worked out pretty good where I placed them in the show.

Another favorite technique of mine is to use cake rows. In the Wizards sequence, I managed a great crackle ending. Since we could not use salutes, the crackle was perfect and I shot all the rows and all the cakes at the same time. The rest of the cake rows were used during the rest of the show. To save more setup time, Vulcan offered these



These four photos were taken by PyroPage / ©2009 Thomas Wichmann
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in what they called "Set Meals" (a saying which comes from buying your lunch in Hong Kong). "Set Meals" are cakes designed specifically for a certain location. There may be 6 rows of different effects, or cakes with any combination of effects—all with ematch connectors on each row. Therefore, there is no actual assembly on site. You just open the box and connect the cues.

As for shells, I was able to easily pick out everything I needed. Vulcan has a fabulous assortment of effects to choose from. I particularly liked the pattern shells we used in the "imagination" segment of "Golden Ticket." Although shells are important, I do not think they are the most important aspect of a show. The truth is it is, it is just as easy to have a great show with OK material, as it is to have a bad show with great material. It all depends on presentation. I've always felt that China's reputation for poor quality shells was wholly unwarranted and undeserved. Perhaps

winning this competition with nothing but Chinese product will underscore that point quite effectively.

In addition to the people I have already mentioned there were so many more people that made this win possible. First and foremost, there was the Vulcan crew from China and Europe—Steven and Ding Ding at the factory that made all the final setpieces and wheels. I need to specifically thank Elwin van den Berg and his "guys from Holland" for their help in getting us everything we needed, and all the hours of set up. Also to Kimbolton Fireworks, who drove 12 hours across the English Channel to bring us 55 FireOne modules. A special thanks to my crew that came with me from the US: John Dory, Arthur Buhler and Pete Hengen (Pete worked many hours on all my changes to the soundtrack even before we got to Hannover). Everyone helped make this the perfect crew.

The more I watch the video of the show, the more I see things I would have changed or done differently—from mistakes I plan to fix, to new ideas I plan to create. One problem we did have during the show was with cross ignition in the fronts. It happened multiple times. The first cue actually lit one of the mosaic poles! (Momentarily, my heart sank). You can see it happen 3-4 times during the show when you watch the video. Essentially, this was because the front area was very narrow. It will have to be better controlled in future shows.

Maybe, just maybe the next show will be perfect. It probably won't be, but as long as it is better than the previous show, I'll be happy. I know that for as long as I am able, I will keep trying for that perfect show even if it seems only to exist in my mind. 🇩🇪

To see a video of the show:
<http://www.vimeo.com/6651544>

To see photos of the site:
<http://gallery.me.com/jsagara#100111>





AN INTERVIEW WITH JOHN SAGARIA

By Elizabeth V. Musselwhite

EVM: How long have you been involved in fireworks?

JS: For over 20 years. I've held an ATF License since 1989 and I shot my first professional show for Vitale Fireworks in 1991.

EVM: What experience do you have in the fireworks trade?

JS: Since 1992 I have been shooting shows for display companies. I have worked for 15 companies all over the world, shooting all different types of shows. I've done shows in the US, China, Caribbean Islands, Germany and even Dubai.

I have been using the FireOne firing system since 1998, during that time I have used it for hundreds of shows. I like the art of marrying technology with Pyrotechnics; there is really nothing you cannot do with the technology that exists today. As long as you can dream it (and pay for it) the sky is the limit.

In 2011 I started working with Will and Chris with Finale Fireworks Inventory software. During the past 18 months I have really been able to steer them in creating a really great inventory system for fireworks. I have really enjoyed working with them. They are great developers and with my knowledge of fireworks, the ATF and computers they have been able to do so many things for us. The software is an important part of our business.

If I look back over the 20 years, I have done hundreds and hundreds of shows. I have also been able to teach many people with the PGI training courses that I have done and also my seminars "Controlling the Burn".

I am working on a new seminar called "9:30" it is about the pressures we have getting a show set up and ready safely by shoot time. The deadlines and pressures, coupled with weather, and employee knowledge make it very difficult, and this seminar is how I deal with it.

EVM: Why did you decide to make a living in fireworks?



JS: In 2010 I started Fireworks Extravaganza. This company was formed when two of the former companies that I shot for left the display and 1.3g businesses. I formed the company to do commercial displays and to continue to do the work that I had done previously.

EVM: Your new company, Fireworks Extravaganza, is a display company, correct? Do you offer other services besides shooting displays, e.g., product either 1.4G or 1.3G or renting firing equipment or import brokering?

JS: We only deal with professional pyrotechnics both 1.3G and proximate. We do not deal with consumer products at all. I really prefer it this way. I prefer to become the best we can be without trying to do too much and being over-stretched, and making mistakes.

The past two years we have kept a low profile and kept advertising to a minimum. We invested the time in perfecting our procedures and also obtaining storage from New York to Virginia. We now have the ability to store hundreds of thousands of pounds. We have storage within 1 hour of NYC, Pennsylvania, and Baltimore.

We have also developed systems to make it as easy as possible for shooters and crews. (While still staying compliant with DOT, ATF, OSHA).

Being a "Shooter" is really close to my heart. I wake up a shooter, and go to sleep a shooter. In between I have to deal with so many other issues, but being a shooter is what I like to do. There is something about being in a place where everyone is equal and looking towards the sky. I wanted the company to treat them all like employees and not just casual laborers that you use now again. We put procedures in place when a shooter does the show, he gets paid the following Friday like all the other employees in the company. I think the people that shoot for us make a difference.

We have also spent a lot of time developing the forms and procedures for the shooters, so they can spend as little amount of time doing paperwork. We all know shooters do it for the love first, and then money. We try to make everything as easy on them as possible, while staying in full compliance.

EVM: What other services do you offer?

JS: We only deal with 1.3g, for displays and wholesale. The past two years we have sold wholesale on a limited basis, but in 2013 we will do

more. I have been to China many times and have a good relationship with 7 factories. I am very proud of the products that we have coming in next year, from both a design standpoint and also safety.

Other than 1.3g products, we also provide firing systems and services to work on other shows with other companies. We rent FireOne equipment (alone or with a crew) when other display companies have large productions and need help. We have worked with many great companies as a subcontractor over the years during which I have made many great relationships. Sometimes we have provided just equipment, and sometimes we have designed and choreographed the whole show and shot it with our crew.

EVM: You are an award-winning choreographer and fireworks display artist. How many awards have you won and what are they types (names)?

JS: I choreographed and shot the PGI best displays of 2005 in Mason City (PGI Radio Show) and 2006 in Appleton (Wizards in Winter). I also choreographed & shot the winning display for the 2009 Hanover Germany Fireworks competition (representing China and Vulcan/Shogun).

Designing shows is really what I love to do and keeps me in this business. Computer control of pyrotechnics to music is what I enjoy the most.

I think it is because what we seek is actually impossible. We try for perfection. However no matter what, with fireworks perfection is always elusive. Let me explain.

If we designed something like a song or animation or a computer program, we can try and strive for perfection and may realize it. But with fireworks, we are trying to make something perfect that can never be. Think about it, something is always not right. There are too many factors (product issues, weather, wind, slight differences in mortars plus you are dealing with chemical reactions that are never 100% consistent). Even if you designed a perfect show, and connected it all perfectly; it would still not be perfect in every way. So after each show, we always look to the next one to try to make it better and "perfect". But usually the perfect show is always in my mind, so the process is never ending.

For 2013 we are doing the Final Friday Night display at the PGI Convention in Butler. It is called "Remember the Magic" it compiles some of the best parts of all my PGI shows from the past 10 years and adds something new, it won't be perfect, but the fun is trying to make it the best it can be. I

have never done a "Best of" show, and I am looking forward to having a show that is made up of the best parts of the past 20 years.

But the ending is all new, I think people will really be surprised, at the ending selections. For 20 years, I have always dreamed of doing the Friday show at the PGI, so this year I will work very hard to make that the best that I can.

EVM: As a business owner in the fireworks trade, do you find it smart business to attend the APA meeting, and/or the NFA Expo, PGI convention and even local club shoots, etc.?

JS: We are a member of the APA, NFA and PGI. I am also a member of the Crackerjacks, PA Pyrotechnic Artists, Western Pyrotechnics Association, Mid-Atlantic Pyro Artist Guild, and the New Hampshire Pyrotechnic Association.

I have learned a lot from attending the above. The PGI is where I first started in fireworks 20 years ago. Each club/organization has its strengths & focus and it pays to support as many as possible.

I try to donate as much time and resources as I can, It is very hard though to balance time. Of all the things in the world time is the only thing we all have totally equal. We all get 24 hours a day to do as we wish; how we spend those hours is up to us. Think about it: no matter what person on this earth, no matter how wealthy or where they live, all get the same amount of time. I try the best I can to make time for everything, and hope to do more in the future. In 2012 I became the webmaster for the NFA and I redesigned the website for them. Hopefully I will have more time in the future.

EVM: Are you glad you got involved in the fireworks industry?

JS: Yes, I have seen more of the world and met more people than I would have ever had if I did not. That is the biggest thing I got from fireworks - the relationships and experiences.

EVM: If you had to do it all over again, would you?

JS: Yes, I would.

EVM: What do you see for the fireworks industry for the future, say the next five years?

JS: I cannot speak for consumer, but as far as displays, it is a hard business. Phil Grucci once told me "If it was an easy business everyone would do it" and he was 100% right. It is a hard business, and it is not getting easier.

We look at fireworks (in a way) as "artful, enter-

tainment devices". However the US Government, DOT & OSHA do not. To them they are just EXPLOSIVES. Like any other explosives they are highly regulated and they should be. The government has to protect the safety of the people. I think we should try to respect that and try to live (and thrive) within the world they have set up.

It is no secret the ATF would like less and less people to have access to them (explosives). Licenses are harder to get and once you have them harder to keep. I think we have seen a shrinking of the number of organizations providing displays. However having a small amount of companies doing a majority of the shows is not good either.

I think the balance is companies have to be big enough to take advantage of the economies of scale, while being small enough to be safe and provide a great product.

For my company, in 5 years I would like to be the same place I am today, just stronger. I want to stay in the six states we are in now, have the best shooters, and be limited on the shows that we do and make them the best. I would much rather do four great shows than 10 poor shows. *

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RESOLUTION NO.: 108 - 2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED
AN ORANGE COUNTY WATER AUTHORITY GRANT
TO SUPPORT THE WATER DEPARTMENT LEAK DETECTION PROGRAM**

WHEREAS, the City of Newburgh intends to apply for an Orange County Water Authority ("OCWA") grant for the purpose of expanding and improving the Water Department's leak detection program; and

WHEREAS, the OCWA grant requires a no match from the City of Newburgh; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to apply for and accept the grant, if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Water Authority grant, with no City match required, for the purpose of expanding and improving the Water Department's leak detection program and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 109 - 2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY
KNOWN AS 27 JOHNSTON STREET (SECTION 30, BLOCK 2, LOT 16),
43 JOHNSTON STREET (SECTION 30, BLOCK 2, LOT 10), AND
140 CHAMBERS STREET (SECTION 18, BLOCK 5, LOT 27)
TO THE NEWBURGH COMMUNITY LANDBANK**

WHEREAS, the Newburgh Community Land Bank was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

WHEREAS, the mission of the Newburgh Community Land Bank is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, the Newburgh Community Land Bank has requested the transfer of real property known as 27 Johnston Street, 43 Johnston Street and 140 Chambers Street, more accurately described as Section 30, Block 2, Lot 16, Section 30, Block 2 Lot 10 and Section 18, Block 5, Lot 27, respectively, on the official Tax Map of the City of Newburgh; and

WHEREAS, the Newburgh Community Land Bank proposes to include the properties in the “House-to-Home Homeownership” Program which offers homeownership opportunities to financially stable, lower-income Newburgh families; and

WHEREAS, upon the request of the Newburgh Community Land Bank, this Council has determined that transferring title of the properties is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh that the sale of real property known as 27 Johnston Street, 43 Johnston Street and 140 Chambers Street, more accurately described as Section 30, Block 2, Lot 16, Section 30, Block 2 Lot 10 and Section 18, Block 5, Lot 27, respectively on the official Tax Map of the City of Newburgh to the Newburgh Community Land Bank be and hereby is confirmed and the Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to the Newburgh Community Land Bank; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh the properties are to be transferred to the Newburgh Community Land Bank subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof as Schedule “A”; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcels are not required for public use.



NEWBURGH COMMUNITY LAND BANK

DISPOSITION OF REAL AND PERSONAL PROPERTY POLICY

SECTION 1. PURPOSE.

This policy (the “Policy”) sets forth guidelines for the Land Bank’s disposal of real and personal property in accordance with the mission and purpose of the Land Bank and applicable law.

SECTION 2. DEFINITIONS.

- a. “Land Bank” shall mean the Newburgh Community Land Bank.
- b. “Contracting Officer” shall mean the person responsible for the Land Bank’s compliance with, and enforcement of, this Policy, and such person shall be the Executive Director of the Land Bank.
- c. “Dispose” or “disposal” shall mean transfer of title or any other beneficial interest in Property (as defined below).
- d. “Property” shall mean personal property or real property regardless of value, and any other interest in property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation.

SECTION 3. GENERAL DUTIES.

- a. The Land Bank shall:
 - i. maintain adequate inventory controls and accountability systems for all property owned by the Land Bank and under its control;
 - ii. periodically inventory such property to determine which property may be disposed of;
 - iii. produce written reports of such in accordance with Section 3(b); and
 - iv. transfer or dispose of such property as promptly as possible in accordance with this Policy.

- b. The Land Bank shall:
- i. maintain and make available for public review and inspection in accordance with Not-for-Profit Corporation Law section 1609 a complete inventory of all real property dispositions by the Land Bank. Such inventory shall include a complete copy of the sales contract including all terms and conditions including, but not limited to, any form of compensation received by the Land Bank or any other party which is not included within the sale price. All property dispositions shall be listed on the property disposition inventory within one week of disposition. Such records shall remain available for public inspection in the property disposition inventory indefinitely; and
 - ii. publish not less frequently than annually in accordance with Public Authorities Law section 2896 a report listing all real property owned by the Land Bank during the reporting period. Such report shall include a list and full description of all real and personal property disposed of during such period. The report shall contain the price received the Land Bank and the name of the purchaser for all such property sold by the Land Bank during such period. Such report shall be delivered to all agencies required by law including the Comptroller of the State of New York, the Director of the Budget of the State of New York, the Commissioner of the New York State Office of General Services, the Director of the Authority Budget Office and the New York State Legislature (via distribution to the majority leader of the senate and the speaker of the assembly).

SECTION 4. TRANSFER OR DISPOSITION OF PROPERTY.

- a. **Supervision and Direction.** Except as otherwise provided herein, the Contracting Officer shall have supervision and direction over the disposition and sale of property of the Land Bank. The Land Bank shall have the right to dispose of its property for any valid purpose.
- b. **Custody and Control.** The custody and control of Land Bank property, pending its disposition, shall be performed by the Contracting Officer.
- c. **Means of Disposition.** Unless otherwise permitted, the Land Bank shall dispose of property by sale, exchange, or transfer, for cash, credit, or other consideration as provided for herein, with or without warranty, and upon such other terms and conditions as the Land Bank or the Contracting Officer deems proper. The Contracting Officer may execute such documents for the transfer of title or other interest in property and take such other action as is necessary or proper to dispose of such property under the provisions of this Policy.

d. Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Land Bank, purporting to transfer title or any other interest in property of the Land Bank in accordance herewith shall be conclusive evidence of compliance with the provisions of this Policy and all applicable law insofar as concerns the title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to transfer of title of such property.

e. Method of Disposition for Real Property.

i. Negotiated Sale.

1. Competitive Listing. Land Bank property for sale shall be listed on the Land Bank's website to solicit competitive offers. An initial listing price shall be determined by staff based on a comparative market analysis and consideration of the Land Bank's then-current valuation guidelines, if any. The Contracting Officer is empowered to negotiate a proposed purchase price with interested purchasers, taking into consideration all reasonable business and financial justifications for accepting offers above or below listing price.

2. Award of Purchase Contract. The Contracting Officer shall present the Board of Directors with a summary and analysis of the offers received for a particular property, making a recommendation as to which offers are reasonable and consistent with the Land Bank's mission and purpose.

The Board of Directors, in its sole discretion, may sell property to an Applicant (as defined in Section 5) who has not submitted the highest purchase offer (i.e. sell for less than fair market value) for a variety of reasons consistent with the Land Bank's mission and purpose including, by way of example and not limitation, the submission of a redevelopment plan which provides for (i) a more comprehensive renovation of the property, (ii) owner occupancy, (iii) a valuable community service, or (iv) other community benefit. The Board of Directors will also take into consideration the Applicant's qualifications and experience, financial capacity, the quality and extent of their redevelopment plan, and the planned use for the property when selecting to which Applicant a sales contract will be awarded. In addition, a number of defined discount programs are contained in this Policy which may result in a property

being sold for less than fair market value.

ii. Requests for Proposals. A Request for Proposals (RFP) may be used for the disposition and redevelopment of certain properties identified by the Land Bank to solicit from a specific pool of potential buyers, to allow a greater length of time for interested buyers to develop an offer and development plan, or to solicit development proposals that meet certain criteria set forth by the Land Bank. As with negotiated sales, the Board of Directors will consider the purchase price offered, the planned use, the scope of the redevelopment plan, the buyer's qualifications and capacity to complete the project, and the funds available for redevelopment, in addition to the content of the response to specific criteria or questions contained within the RFP, when selecting a winning proposal.

iii. Direct Sale. The Board of Directors may authorize the sale of property to a buyer without first undertaking the other methods of disposition set forth herein when it determines that a benefit to the community will be had by authorizing such sale without competitive procedures for reasons consistent with the Land Bank's mission and purpose and upon a demonstration that the buyer is uniquely qualified to purchase, develop or otherwise return the property to productive use as set forth in Section 5 of this Policy.

f. Method of Disposition for Personal Property.

i. The Land Bank may dispose of personal property in accordance with its mission, including through Negotiated Sale, Request for Proposals and Direct Sale, as well as by donation. The Land Bank may utilize contractors or professional services to dispose of personal property provided any revenue generated from such disposal is used to support the Land Bank's mission. When determining the method of disposition, the Land Bank shall utilize the method which shall permit obtaining such competition as is feasible under the circumstances and which is consistent with the value and nature of the personal property proposed for disposition (including whether the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to impact the value thereof), and which will be most advantageous to the Land Bank, price and other factors considered, and which shall further the interests of and be consistent with the mission and purpose of the Land Bank.

g. Board Approval for Disposition of Property. The Land Bank shall not sell, lease,

encumber, or alienate property or improvements unless authorized by a majority vote of the entire Board of Directors in accordance with section 1605(i) of the Not-for-Profit Corporation Law.

SECTION 5. BUYER QUALIFICATIONS; APPLICATION; CONSIDERATION; DISCOUNT/PREFERENCE PROGRAMS; ENFORCEMENT; LEASING.

a. Buyer Qualifications.

i. All disposals of Land Bank property shall be made to qualified buyers. A person submitting an application, bid or other offer to purchase property owned by the Land Bank (an “Applicant”) must meet the following requirements to be considered a “qualified buyer”:

1. The Applicant’s Principal Residence for the year immediately preceding the date of the Applicant’s application was in the City of Newburgh, the Applicant intends to relocate to the City of Newburgh and can provide satisfactory evidence thereof, or the Applicant has agreed to engage a responsible property manager located in the City of Newburgh to manage the property which is being disposed of pursuant to this policy. The term “Principal Residence” means the property that the Applicant uses as his or her residence. If the Applicant uses more than one property as his or her residence, the Applicant’s Principal Residence is the property in which the Applicant lives for the majority of the time during the year and not less than half of the year.
2. In the event the Land Bank requires the Applicant to complete any renovations or repairs with regard to the property being disposed of pursuant to this Policy, the Applicant has submitted satisfactory evidence that he or she has a feasible plan and adequate financing to complete the necessary renovations or repairs;
3. If requested by the Land Bank, the Applicant has completed a home-buyer education course;
4. The Applicant is not otherwise disqualified as set forth herein; and
5. The Applicant has completed an application in accordance with this Policy.

ii. An Applicant is disqualified if:

1. At the time of the Applicant’s application, there are unpaid and past

due taxes with respect to any real property owned by the Applicant;

2. A property owned by the Applicant has been foreclosed upon for tax-delinquency by the City of Newburgh and transferred to the Land Bank;

3. At the time of the Applicant's application, the Applicant owes amounts for past due bills, fines, or fees with respect to any real property owned by the Applicant;

4. There are open code violations or a history of code violations with respect to real property owned by the Applicant;

5. More than one (1) nuisance abatement case or proceeding has been commenced with respect to real property owned by the Applicant; or

6. The Applicant, or any spouse, parent, sibling or child of the Applicant, possessed an interest in the property for which the Applicant is applying to purchase at the time such property was foreclosed upon by the City of Newburgh for tax delinquency. The Board of Directors may consider deviating from this criterion (and 5.a.ii.2 above) if the property in question is the applicant's principal residence or principal source of income and the applicant: 1) presents compelling evidence excusing their failure to redeem the property prior to its foreclosure for unpaid real property taxes; and 2) demonstrates that they have sufficient funds to pay in full (i) the real property taxes that were due at the time of foreclosure, (ii) any other liens that were extinguished by the foreclosure (or the ability to reinstate such liens), and (iii) the Land Bank's expenses associated with the acquisition and maintenance of the property; and 3) makes all repairs necessary to bring the property into compliance with applicable health, building and zoning laws, rules and regulations, and 4) demonstrates that they have sufficient income to remain tax-current once they regain title to the property.

b. Applications. Land Bank staff shall develop purchase application forms which Applicants shall be required to complete, so that the Land Bank can evaluate the qualifications of Applicants and select Applicants with development plans that are consistent with the Land Bank's mission and purpose and the comprehensive plans of the municipalities in which the Land Bank's real property is located. The information requested in such applications may vary depending on the type of property that the Land Bank is intending to sell. The Land Bank may require Applicants to submit redevelopment plans and/or

management plans as part of the application process. The Land Bank may require Applicants to submit a contract to purchase with each application.

c. Consideration. In accordance with the terms and conditions of the Land Bank's discount/preference programs, the Land Bank may accept monetary payments and secured financial obligations, covenants and conditions related to the present and future use of the property, contractual commitments of the Applicant, and such other forms of consideration deemed appropriate by the Board of Directors.

d. Discount/Preference Programs. The Land Bank has adopted the following discount and/or preference programs in order to support, through the sale of Land Bank property, development activities which further the Land Bank's mission and purpose:

i. Community Garden/Green Space Program. The Land Bank recognizes the economic, environmental, and social value of community gardens and green space. Accordingly, the Land Bank may sell or lease certain unimproved residential parcels for a nominal fee to Applicants who plan to develop such parcels into community gardens or green spaces. Any lease agreement entered into by the Land Bank and a lessee pursuant to this Community Garden/Green Space Program will require the lessee to be responsible for all property maintenance and upkeep; obtain any required permits for use or development; comply with all local building, zoning, and property maintenance ordinances; obtain approval from the Land Bank prior to installing improvements exceeding \$1,000 in value or placing any signs on the property; and furnish the Land Bank with liability waivers signed by each gardener who will have the right to use the property.

ii. Residential Side-Lot Program. Certain vacant residential lots acquired by the Land Bank may not be readily marketable because of their size, location, or other characteristics. The Land Bank may sell certain vacant residential lots for a discounted price to property owners who own lots which are directly adjacent to such vacant lots. Owners of adjacent, well-maintained properties are the mostly likely purchasers to take care of these vacant lots in many instances, thereby enhancing the value of the purchaser's property, beautifying the surrounding neighborhood, and improving surrounding property values. The Land Bank may require purchasers to combine such lots with the purchaser's adjacent property to create one tax parcel as a condition of the sale.

iii. Affordable Housing Development Program. Due to the community benefit derived from the development of affordable housing, the Land Bank may sell certain properties, including properties with vacant buildings, at a discounted price to

Applicants who plan to develop income-restricted affordable housing. In order to qualify for this discount, the development must be subject to restrictive covenants or otherwise regulated by an affordable housing funder for a defined affordability period.

iv. Tenant to Home Owner Program. The Land Bank may provide a preference to Applicants who occupy a property being disposed of pursuant to this Policy as tenants at the time the Land Bank acquires such property. The Land Bank will encourage all first time homebuyers to take home owner education courses and to receive other financial counseling.

v. Geographically Targeted Revitalization Programs. From time to time, the Land Bank may reduce the sales price of properties in a clearly defined geographic area in order to attract multiple private investors, such that the investors might leverage one another's investments. These targeted programs will be created by resolution of the Board of Directors. The resolution will define the geographic boundaries of the program, whether it is limited to a certain category of real property, the percentage by which the sales price is to be discounted, and the duration of the program. These programs will be advertised on the Land Bank's website and in other promotional materials during the course of the program, and the justification for discounting the sales price will be stated in the resolution disposing of each property.

vi. Additional Discount/Preference Programs. From time to time, the Land Bank may adopt by resolution of the Board of Directors additional discount or preference programs in furtherance of its purpose or mission.

e. Enforcement. In the event a real property disposition is being made in conjunction with a development plan proposed by the Applicant and approved by the Land Bank or with conditions imposed by the Land Bank, the Land Bank shall take appropriate measures to secure the Applicant's completion of the development plan or compliance with the conditions which measures may include a deed restriction or similar mechanism.

f. Leasing. It may be in the best interest of the Land Bank and the furtherance of its mission to lease its real property under certain circumstances, including, but not limited, to the following circumstances:

i. Existing Occupants. In order to avoid displacing persons occupying real property at the time it is acquired by the Land Bank, the Land Bank may enter into lease agreements with any such persons. The Land Bank may offer occupants relocation assistance if the real property is not habitable or if the occupants are unwilling to enter into lease agreements.

- ii. Properties Pending Sale. The Land Bank may lease an occupied parcel of real property for which a sale is pending in order to allow the occupant to enhance the value of the real property and prevent vandalism to which vacant properties are susceptible.

SECTION 6. LAND BANKING AND PLANNED DEVELOPMENT

In some instances the Land Bank will acquire a dense concentration of properties in a geographic area and may “land bank” those properties for a period of time prior to advertising them for sale until a coordinated redevelopment plan can be developed. Such plan will include input from relevant stakeholders such as the municipality, community development corporations and neighborhood associations. Once a plan has been developed, certain properties may be appropriate for the Land Bank to hold for a longer period of time until necessary funds have been raised for their redevelopment pursuant to the plan, until the Land Bank has acquired other strategic properties nearby, assembled larger parcels, certain development approvals have been granted, or other necessary conditions to effectuate the plan are met.

Properties identified as appropriate for affordable housing development (see definition of Affordable Housing in 5.d.iii. of this Policy) through such a planning effort will be advertised as available only for redevelopment that accomplishes the objectives stated in the plan. These objectives may include certain income-restrictions/affordability thresholds, restriction to rental or owner-occupancy, and minimum standards for the quality of renovation or new construction. Other properties in the plan may be deemed appropriate for sale to private developers or individuals using standard methods to advertise properties for negotiated sale. Particular terms of sale (such as design standards or minimum renovation standards) and/or a hierarchy of preferred redevelopment plans may be adopted by the Board of Directors specific to this geographic area as allowable under 5.d.v. of this Policy.

In other instances the Land Bank acquires a scattered assortment of properties and moves to list them for sale soliciting competing offers. In both instances the Land Bank will take into consideration that funds may not yet have been awarded for subsidized projects and that the Applicant may not yet be able to demonstrate proof of funds awarded, and the Land Bank may approve the sale with a closing date to occur once proof of funds is obtained and when the applicant is ready to take title and begin work (i.e. land banking it for the project in order to minimize the buyer’s total carrying costs in light of the community benefits these projects provide). In some cases the Land Bank may land bank properties until an optimal method of disposition can be identified and effectuated.

SECTION 7. MISCELLANEOUS.

- a. Modification and Amendment; Filing. These guidelines are subject to modification and amendment at the discretion of the Land Bank and shall be filed annually with all local and state agencies as required under applicable law
- b. Posting on the Land Bank Website. This Policy shall be posted on the Land Bank's website.
- c. Annual Review. This Policy shall be reviewed annually by the Land Bank and approved by the Board of Directors of the Land Bank in accordance with section 2896(1) of the Public Authorities Law.

Property Proposal Summary

Location:	27 Johnston Street & 43 Johnston Street (between Broadway & First Street)
Tax Map Numbers:	30-2-16 (27 Johnston); 30-2-10 (43 Johnston)
Property Class:	230 – 3-Family Residence (both properties)
Zoning:	DN— Downtown; (EEHD) East End Historic District
Description:	27 Johnston: 3-story, detached; year built, 1906; 2499sf; lot size—24 x 100. 43 Johnston: 3-story, detached; year built, 1900; 2322sf; lot size 25 x 100.
Condition:	Fair
Assessed Value:	27 Johnston: \$63,900; 43 Johnston: \$46,200

Property Description and History: These properties were recently acquired by the City of Newburgh through an RPAPL (Real Property Actions and Proceedings Law) Article 19-A action. Article 19-A, commonly referred to as the “Abandoned Property Act”, is a tool that a municipality can employ to address certain types of vacant buildings - especially when an *In Rem* procedure is not imminent.

These properties falls within the Newburgh Community Land Bank’s target area. The Land Bank expressed an interest in acquiring and rehabilitating these vacant buildings. The City used an RPAPL Article 19-A action to facilitate such as transfer.

The Land Bank plans to include these properties in their “House-to-Home Rent-Supported Homeownership” program. The program offers homeownership opportunities to financially stable, lower-income Newburgh families. Their goal is to have families from the area neighborhood become homeowners of affordable, fully-renovated homes.



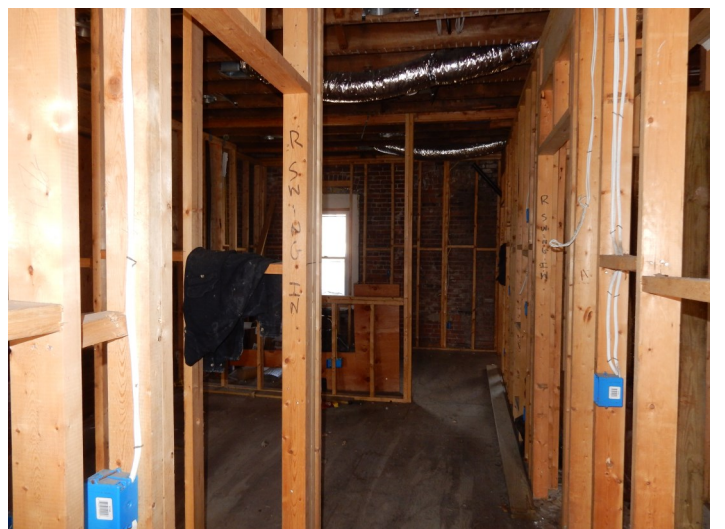
27 Johnston Street



43 Johnston Street



27 Johnston Interior Photos





43 Johnston Interior Photos



Property Proposal Summary

Location:	140 Chambers Street (between South & Farrington)
Tax Map Number:	18-5-27
Property Class:	220 – 2-Family Residence
Zoning:	RM— Residential Medium Density; (EEHD) East End Historic District
Description:	2-story, detached building. Year built: 1900+/-; 2976sf; lot size—30 x 102.
Condition:	Poor
Assessed Value:	\$ 19,500

Property Description and History: This property was originally acquired by the City of Newburgh through an *In Rem* proceeding in March 2016. The property was sold to Cesar Avellaneda in May of 2017.

Mr. Avellaneda had performed little to no work on the property by the end of his 18-month time allowance for renovation of the property. Because the owner failed to fulfill his 18-month deed covenant, the City of Newburgh's Corporation Counsel's Office enforced the City's right to reclaim ownership of the property. The City re-acquired 140 Chambers Street in March of 2019.

Because of its size and condition, 140 Chambers Street is challenging for a private investor to restore. The Land Bank has the proven experience and financial ability in restoring similarly-sized structures in comparable condition. Since this property falls within the Newburgh Community Land Bank's target area, they were the most likely to have the capacity to take on this building.

The Land Bank hopes to include this property in the "House-to-Home Rent-Supported Homeownership" program. The program offers homeownership opportunities to financially stable, lower-income Newburgh families. Their goal is to have families from the area neighborhood become homeowners of affordable, fully-renovated homes.





Interior Photos



RESOLUTION NO.: 110-2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE
COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED
TO BETH CONROY TO THE PREMISES KNOWN AS
130 JOHNSTON STREET (SECTION 18, BLOCK 3, LOT 35)**

WHEREAS, on December 29, 1995, the City of Newburgh conveyed property located at 130 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 3, Lot 35 ("Premises"), to Beth Conroy; and

WHEREAS, Beth Conroy subsequently conveyed the Premises to Robert and Marjorie Weidkam, who in turn conveyed the property Myzer Properties LLC, the current owner of record; and

WHEREAS, the attorney now representing current owner in the sale of the Premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh to Beth Conroy in order to facilitate the sale; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 130 Johnston Street, Section 18, Block 3, Lot 35 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated December 29, 1995 from THE CITY OF NEWBURGH to BETH CONROY, recorded in the Orange County Clerk's Office on January 17, 1996, in Liber 4328 of Deeds at Page 296 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO.: 111-2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO HAZEL ROSE HOLDINGS, LLC
TO THE PREMISES KNOWN AS 53 BENKARD AVENUE
(SECTION 45, BLOCK 13, LOT 3)**

WHEREAS, on June 27, 2018, the City of Newburgh conveyed property located at 53 Benkard Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 13, Lot 3, to Hazel Rose Holdings, LLC; and

WHEREAS, the owners have requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 53 Benkard Avenue, Section 45, Block 13, Lot 3 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 27, 2018, from THE CITY OF NEWBURGH to HAZEL ROSE HOLDINGS, LLC, recorded in the Orange County Clerk's Office on June 27, 2018, in Liber 14424 of Deeds at Page 575 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, Interim City Manager
Pursuant to Res. No.: _____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: April 10, 2019

SUBJECT: 53 Benkard Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 53 Benkard Street owned by Hazel Rose Holdings LLC., I conducted several inspection of the property, the last being on 4/5/19 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations either on the property or in the building during my most current inspection of the property.

There are no open permits.

There is a valid Certificate of Occupancy on file dated 2/13/2019 for a Two Family Dwelling.

Thank you.



RESOLUTION NO.: 112 - 2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A
SATISFACTION OF JUDGMENTS IN CONNECTION WITH THE SALE OF THE
PREMISES LOCATED AT 260 LIBERTY STREET (SECTION 18, BLOCK 6, LOT 30)
TO JEREMY MOORE AND HEATHER MOORE**

WHEREAS, on November 13, 2018, the City of Newburgh authorized the sale of the premises known as 260 Liberty Street (Section 18, Block 6, Lot 30) to Jeremy Moore and Heather Moore; and

WHEREAS, in connection with that sale, a title report revealed five (5) outstanding Judgments against Newburgh Community Action Committee, Inc., a prior owner of 260 Liberty Street, rendered by the City Court of the City of Newburgh, as follows: (1) in the amount of \$400.00, recorded in the Orange County Clerk's Office on July 22, 2011 in Liber 8108, Page 220; (2) in the amount of \$100.00, recorded in the Orange County Clerk's Office on July 22, 2011 in Liber 8108, Page 218; (3) in the amount of \$750.00, recorded in the Orange County Clerk's Office on November 8, 2010 in Liber 8097, Page 1630; (4) in the amount of \$250.00, recorded in the Orange County Clerk's Office on October 3, 2012 in Liber 8125, Page 569; and (5) in the amount of \$200.00, recorded in the Orange County Clerk's Office on October 3, 2012 in Liber 8125, Page 568; and

WHEREAS, Jeremy and Heather Moore, by their title company, have requested a Satisfaction of the aforementioned Judgments in order to clear title; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager be and he is hereby authorized to execute the attached Satisfaction of Judgment.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

-----X
CITY OF NEWBURGH,

SATISFACTION OF JUDGMENT

-against-

NEWBURGH COMMUNITY ACTION
COMMITTEE, INC.

Index Nos.: HC-2011-71
HC-2011-35
HC-2009-785
HC-2012-95
HC-2012-94

Defendant.

-----X
WHEREAS, five (5) Judgments were rendered in favor of the CITY OF NEWBURGH,
against the defendant, NEWBURGH COMMUNITY ACTION COMMITTEE, INC., in the
above-entitled actions as follows:

1. HC-2011-71, for the sum of for the sum of FOUR HUNDRED and 00/100 dollars (\$400.00), which Judgment was entered in the office of the Clerk of the County of Orange on July 22, 2011 in Liber 8108, Page 220.
2. HC-2011-35, for the sum of for the sum of ONE HUNDRED and 00/100 dollars (\$100.00), which Judgment was entered in the office of the Clerk of the County of Orange on July 22, 2011 in Liber 8108, Page 218.
3. HC-2009-785, for the sum of for the sum of SEVEN HUNDRED FIFTY and 00/100 dollars (\$750.00), which Judgment was entered in the office of the Clerk of the County of Orange on November 8, 2010 in Liber 8097, Page 1630.
4. HC-2012-95, for the sum of for the sum of TWO HUNDRED FIFTY and 00/100 dollars (\$250.00), which Judgment was entered in the office of the Clerk of the County of Orange on October 3, 2012 in Liber 8125, Page 569.
5. HC-2012-94, for the sum of for the sum of TWO HUNDRED and 00/100 dollars (\$200.00), which Judgment was entered in the office of the Clerk of the County of Orange on October 3, 2012 in Liber 8125, Page 568.

NOW, this Satisfaction of said Judgments is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: _____, 2019
Newburgh, New York

City of Newburgh

By: _____
Joseph P. Donat, Interim City Manager
Per Resolution No.: _____-2019

RESOLUTION NO.: 113 - 2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A
SATISFACTION OF MORTGAGE IN CONNECTION WITH THE PREMISES
LOCATED AT 184 BROADWAY (SECTION 30, BLOCK 1, LOT 33)**

WHEREAS, the Newburgh Community Development Agency (“NCDA”) issued a mortgage to Broadway Dubois, LLC in the principal sum of \$15,000.00 for the premises located at 184 Broadway (Section 30, Block 1, Lot 33) (“Premises”), dated December 28, 1998, and recorded in the Orange County Clerk’s Office on January 5, 1999, in Liber 6987 of Deeds at Page 47; and

WHEREAS, the NCDA assigned said mortgage to the City of Newburgh on November 15, 2010, said mortgage being recorded in the Orange County Clerk’s Office on November 22, 2010 in Liber 13085, Page 839; and

WHEREAS, said mortgage converted into a grant over a period of time provided that, among other things, the owner did not sell, convey, or transfer title to the Premises within 10 years from the issuance of the mortgage; and

WHEREAS, the mortgagor has appeared to comply with the terms and conditions of said mortgage and is entitled to a discharge of record; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the mortgage issued by Newburgh Community Development Agency to Broadway Dubois, LLC in the principal sum of \$15,000.00 is hereby satisfied, and the Interim City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of December 26, 1998, made by Broadway Dubois, LLC to the Newburgh Community Development Agency, given to secure payment of the principal sum of \$15,000.00, and duly recorded in the office of the Orange County Clerk's Office on January 5, 1999, in Liber 6987, Page 47; and

ASSIGNED from the Newburgh Community Development Agency to the City of Newburgh by Assignment dated November 15, 2010, and duly recorded in the Orange County Clerk's Office on November 22, 2010 in Liber 13085, Page 839; and

which Mortgage has not been further assigned of record.

Dated: May ____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, Interim City Manager
Pursuant to Res. No.: ____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

RESOLUTION NO.: 114 - 2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A
SETTLEMENT AGREEMENT IN CONNECTION WITH THE PREMISES
LOCATED AT 56 BENKARD AVENUE (SECTION 45, BLOCK 3, LOT 18)**

WHEREAS, the City of Newburgh commenced legal action against Justin Torres and Jonathan Solis, current owners of record of the premises known as 56 Benkard Avenue (Section 45, Block 3, Lot 18), to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the legal action pending against Justin Torres and Jonathan Solis, and the Interim City Manager is hereby authorized to execute a written settlement agreement and any other documents as the City's attorneys may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

-----X
CITY OF NEWBURGH,

Plaintiff,

STIPULATION OF
SETTLEMENT

-against-

JUSTIN TORRES and

Index Number: EF000917-2019

JONATHAN SOLIS,

Defendants.

-----X

This Stipulation of Settlement (“Agreement”) is entered into on the ____ day of _____, 2019, by and between the City of Newburgh (“City”), Justin Torres (“Torres”), and Jonathan Solis (“Solis”), the parties named in this action:

WHEREAS, the City commenced action against Torres and Solis on or about February 4, 2019 for the return of real property known as 56 Benkard Avenue, Newburgh, New York, and more accurately described as Section 45, Block 3, Lot 18 in the Orange County Land Records (“Premises”); and

WHEREAS, Torres and Solis both acknowledge being properly served with the Summons, Verified Complaint, Notice of Electronic Filing, and Notice of Pendency; and

WHEREAS, the City, Torres, and Solis have engaged in discussions in an effort to resolve the matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The “Whereas” paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. Torres and Solis waive any defenses to service or personal jurisdiction.

3. Torres and Solis both admit to all of the allegations contained in the Verified Complaint, and thus also admit to being in breach of the deed covenants referred to in paragraph 6, as further set forth below.
4. Torres and Solis shall execute, simultaneously herewith, a deed, TP-584, and RP-5217 (collectively “Documents”) conveying the Premises to the City.
5. The City of Newburgh Office of the Corporation Counsel shall hold the Documents in escrow through 5:00 p.m. on October 11, 2019 (said date and time referred to herein as the “Deadline”), unless further agreed to in writing by the Parties.
6. Torres and Solis shall have until the Deadline to comply with all of the covenants contained in a deed (“Original Deed”) from the City of Newburgh to Torres, dated August 23, 2017 and recorded September 8, 2017 in the Orange County Clerk’s Office in Liber 14287, Page 162 (referred to herein as “Covenants”).
7. To avoid any ambiguity, compliance with the Covenants by the Deadline shall include receipt of a letter from the City of Newburgh Building Inspector stating that: (a) there are no open code violations on the property; (b) the Building Inspector observed no violations on the property during his most recent inspection of the property; (c) there are no open permits; and (d) there is a valid Certificate of Occupancy with respect to the property.
8. Torres and Solis waive any delay that may be attributable to the City in connection with compliance with the deed covenants (e.g. inspection delays, City Council approval delays) and may not use any alleged delays as a defense to any term of this Agreement or to this Agreement as a whole.
9. Should Torres and Solis comply with the Covenants before the Deadline, the Office of the Corporation Counsel shall destroy the Documents held in escrow, confirm the same with Torres and Solis, and submit a resolution to the City Council of the City of Newburgh for that body’s consideration to release the Covenants from the Original Deed.

10. Should Torres and Solis fail to comply with the Covenants before the Deadline in any respect, the Office of the Corporation Counsel shall cause to file the Documents with the Orange County Clerk, thereby vesting title with the City and extinguishing any rights, title, and interest that either Torres or Solis might have in the Premises. No further notice shall be required to be delivered to Torres or Solis if they fail to comply with the Covenants by the Deadline.
11. Torres and Solis have both had opportunity to consult with their respective attorneys on this matter and enter into this Agreement of their own free will, free from coercion or duress.
12. There are no other agreements, written or oral, pending between the Parties.
13. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
14. This Agreement shall be entered into by the Parties, including execution and delivery of the Documents to the Office of the Corporation Counsel, by no later than 4 p.m. on Thursday, May 30, or this Agreement shall be considered null and void.

[Signature and Acknowledgment Pages to follow]

Signature Page

Stipulation of Settlement, City of Newburgh v. Torres and Solis

IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

For the Plaintiff

CITY OF NEWBURGH

Joseph P. Donat

Interim City Manager

For Defendant

JUSTIN TORRES

Justin Torres

For Defendant

JONATHAN SOLIS

Jonathan Solis

[illegible]

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

Notary Public

STATE OF _____)
) ss:
COUNTY OF _____)

Notary Public

RESOLUTION NO.: 115 - 2019

OF

MAY 13, 2019

A RESOLUTION UPDATING THE LIST OF QUALIFIED PLUMBING CONTRACTORS
TO PERFORM WORK IN CONNECTION WITH
A NEW YORK STATE DEPARTMENT OF HEALTH
LEAD SERVICE LINE REPLACEMENT PROGRAM GRANT

WHEREAS, by Resolution No. 7-2018 of January 8, 2018, the City Council of the City of Newburgh authorized the City Manager to accept a New York State Department of Health Lead Service Line Replacement Program ("LSLRP") Grant to facilitate the replacement of lead water service lines; and

WHEREAS, following a Request for Qualifications soliciting plumbing contractors interested in bidding on lead water service line replacement projects in the City of Newburgh funded by the LSLRP Grant, by Resolution No. 249-2018 of September 10, 2018, the City Council designated a list of ten (10) plumbing contractors designated as qualified to bid on and perform work under the LSLRP Grant; and

WHEREAS, the City of Newburgh continued to received applications from plumbing contractors and now wishes to update the list of designated plumbing contractors qualified to bid on and perform the work required by the LSLRP Grant by adding new qualified contractors and removing other contractors who are no longer performing such work; the same being in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following plumbing contractors are designated as qualified to bid on and perform work under the New York State Department of Health Lead Service Line Replacement Program Grant:

1. Vitek Plumbing Inc.
2. Neighborhood Plumbing
3. Bradshaw Landscaping
4. Connolly Plumbing
5. Vincent J. Cestaro & Son Plumbing, Heating & AC
6. Classic Plumbing Heating & Air Conditioning Corp
7. Spagnoli Excavating & Sons, Inc.
8. Mike Vernol Plumbing, HVAC
9. Valley Contracting, Inc.
10. Nannini & Callahan Excavating, Inc.
11. Sun Up Construction Corp.
12. Class Service

RESOLUTION NO.: 249 - 2018

OF

SEPTEMBER 10, 2018

A RESOLUTION DESIGNATING A LIST OF QUALIFIED PLUMBING CONTRACTORS
TO PERFORM WORK IN CONNECTION WITH
A NEW YORK STATE DEPARTMENT OF HEALTH
LEAD SERVICE LINE REPLACEMENT PROGRAM GRANT

WHEREAS, by Resolution No. 7-2018 of January 8, 2018, the City Council of the City of Newburgh authorized the City Manager to accept a New York State Department of Health Lead Service Line Replacement Program ("LSLRP") Grant to facilitate the replacement of lead water service lines; and

WHEREAS, the City of Newburgh issued a Request for Qualifications soliciting plumbing contractors interested in bidding on lead water service line replacement projects in the City of Newburgh funded by the LSLRP; and

WHEREAS, the City of Newburgh received applications from plumbing contractors and 10 plumbing contractors have been found to be qualified to bid on and perform the work required by the LSLRP Grant; and

WHEREAS, the City Council finds that designating a list of qualified plumbing contractors to bid on and perform work under the LSLRP Grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following plumbing contractors are designated as qualified to bid on and perform work under the New York State Department of Health Lead Service Line Replacement Program Grant:

1. Valenza Plumbing
2. Vitek Plumbing Inc.
3. Neighborhood Plumbing
4. Bradshaw Landscaping
5. Connolly Plumbing
6. Vincent J. Cestaro & Son Plumbing, Heating & AC
7. Classic Plumbing Heating & Air Conditioning Corp
8. TAM Enterprises Inc.
9. Heckeroth Plumbing & Heating
10. Spagnoli Excavating & Sons, Inc.

I, Lorena Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Sept 10, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 11 day of Sept, 2018

City Clerk

City of Newburgh Approved Qualified Lead Service Line Replacement Contractors

	Contractor	Address	Telephone	Fax	Contact
1	Vitek Plumbing Inc.	17 Rock Cut Road Newburgh, NY 12550	(845)561-1510	(845) 567-9939	Andrew Vitek
2	Neighborhood Plumbing	43 Birchwood Drive New Windsor, NY 12553	(845) 527-0077	N/A	Anthony Balu
3	Bradshaw Landscaping	699 Route 208 Gardiner, NY 12525	(845) 453-0454	N/A	Ryan Bradshaw
4	Connolly Plumbing	5200 Searsville Road Pine Bush, NY 12566	(845) 275-7272	N/A	Frank Connolly
5	Vincent J. Cestaro & Son Plumbing, Heating & AC	705 South Street Newburgh, NY 12550	(845) 561-5623	(845) 565-3771	Vincent Cestaro
6	Classic Plumbing Heating & Air Conditioning Corp	28 Linden Drive Newburgh, NY 12550	(845) 567-3396	N/A	Frank Draiss
7	Spagnoli Excavating & Sons, Inc	47 South Plank Road Newburgh, NY 12550	(845) 562-6877	(845) 562-8910	Scott Spagnoli
8	Mike Vernol Plumbing, HVAC	PO Box 307 Newburgh, NY 12551	(914) 213-2008	(845) 567-3530	Mike Vernol
9	Valley Contracting Inc.	444 South Plank Road Newburgh, NY 12550	(845) 566-0680	N/A	Sherri O'Donnell
10	Nannini & Callahan Excavating Inc.	PO Box 163 Cornwall, NY 12518	(845) 534-9674	(845) 534-5517	Patrick or Matthew Callahan
11	Sun Up Construction Corp.* * They will do both Plumbing & Excavating	1607 Route 376, Wappingers Falls, NY 12590	(845) 462-1800	(845) 462-8375	Erik Allgauer
12	Mid-Hudson Plumbing Services Corp Class Service	dba Royal 1073 Route 94 Suite 23B New Windsor, NY 12553	(845)569-1299	(845) 384-1233	Matthew Pillius

RESOLUTION NO.: 116 - 2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT
A DONATION OF SPORTS EQUIPMENT AND APPAREL
FROM GOOD SPORTS, INC. IN THE AMOUNT OF \$11,737.18
FOR USE BY THE CITY OF NEWBURGH RECREATION DEPARTMENT**

WHEREAS, through the generous support that they receive from a variety of funders, equipment manufacturers and distributors, Good Sports, Inc. is able to provide a diverse range of sporting equipment, footwear and apparel to many different community organizations on a year-round basis; and

WHEREAS, by working closely with teams, coaches, athletic directors and community leaders throughout North America, Good Sports is able to focus on each organization's respective hardships by providing donations aimed at fulfilling their specific equipment and apparel needs in order to get as many kids off the sidelines and into the game as possible by increasing the total amount of kids that are active within their program; enhancing their ability to maintain the athletes they currently serve; lowering participation fees; and developing new programs; and

WHEREAS, the Recreation Department is actively working towards improving Delano-Hitch Park while providing quality programming for City of Newburgh residents; and

WHEREAS, Good Sports, Inc. has offered to donate equipment and apparel items in the amount of \$11,737.18; and

WHEREAS, the City will be responsible for the cost of an administration fee in the amount of \$586.86; and

WHEREAS, this Council has determined it to be in the mutual best interests of the City of Newburgh, its young people and their families to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a donation of sports equipment and apparel from Good Sports, Inc., in the amount of \$11,737.18 for use by the City of Newburgh Recreation Department; and that the Interim City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such donation.



Good Sports Inc
1515 Hancock Street
Suite 204
Quincy MA 02169

Invoice

Page 1 of 2

Date 4/16/2019
Invoice # 11010

Terms
Due Date 4/30/2019
Memo 995-15720
Payment Received No
Total Donation Value

Bill To

Derrick Stanton
City of Newburgh Recreation
401 Washington Street
Newburgh NY 12550

Ship To

Derrick Stanton
City of Newburgh Recreation Depart...
401 Washington Street
Newburgh NY 12550

Item	Quantity	Units	Description	Options	Amount
SKLZ - Triple Quick Change Handle	6	ea	Inventory Item		0.00
Adidas Practice Shorts (3000) - XL	40	ea	Inventory Item	Apparel Sizes: X-Large	0.00
Adidas Practice Shorts (3000) - L	40	ea	Inventory Item	Apparel Sizes: Large	0.00
Adidas Practice Shorts (3000) - S	15	ea	Inventory Item	Apparel Sizes: Small	0.00
Adidas Practice Shorts (3000) - XS	15	ea	Inventory Item	Apparel Sizes: X-Small	0.00
Adidas Practice Jerseys (3500) - XL	40	ea	Inventory Item	Apparel Sizes: X-Large	0.00
Adidas Practice Jerseys (3500) - L	40	ea	Inventory Item	Apparel Sizes: Large	0.00
Adidas Practice Jerseys (3500) - S	15	ea	Inventory Item	Apparel Sizes: Small	0.00
Adidas Practice Jerseys (3500) - XS	15	ea	Inventory Item	Apparel Sizes: X-Small	0.00
Adidas Practice Jerseys (3500) - M	15	ea	Inventory Item	Apparel Sizes: Medium	0.00
Adidas Practice Shorts (3000) - M	15	ea	Inventory Item	Apparel Sizes: Medium	0.00
SKLZ - Training Cable Xtra Heavy	24	ea	Inventory Item		0.00
A4 Adult Reversible Basketball Jersey (NF1270) - Ry/Wt - S	25	ea	Inventory Item	Color: Royal/White Apparel Sizes: Small	0.00
A4 Adult Reversible Basketball Jersey (NF1270) -	25	ea	Inventory Item	Color: Royal/White Apparel Sizes: Medium	0.00

Subtotal	586.86
Shipping Cost (UPS)	0.00
Total	586.86
Amount Due	\$586.86

RESOLUTION NO.: 117 - 2019

OF

MAY 13, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CALLING ON THE STATE LEGISLATURE TO PASS, AND THE GOVERNOR TO SIGN,
THE “PROTECT OUR COURTS ACT” (A.2176 / S.425), IN ORDER TO PROTECT
CERTAIN INTERESTED PARTIES OR PEOPLE FROM CIVIL ARREST
WHILE GOING TO, REMAINING AT, OR RETURNING FROM
THE PLACE OF A COURT PROCEEDING**

WHEREAS, U.S. Immigration and Customs Enforcement (ICE) arrests of immigrants in the community have increased overall, and aggressive ICE tactics that were rare under the Obama administration have become commonplace; and

WHEREAS, The Immigrant Defense Project (IDP) reports that since 2016, ICE operations in and around New York courthouses rose 1700%, and that ICE expanded its courthouse arrest operations in upstate New York in 2018, including arresting people on the way to court, in the courthouse, and leaving court; and

WHEREAS, alongside this astronomical rise, IDP has documented ICE’s increased use of violent force to conduct arrests, including slamming family members against walls, dragging individuals from cars, and even pulling guns on people leaving court; and

WHEREAS, the ICE Out of Courts Coalition issued a report that documents the harmful impacts of ICE’s aggressive courthouse operations, including the widespread chilling effect, which discourages victims, witnesses, and defendants from seeking legal protections; and

WHEREAS, when ICE arrests a defendant during an unrelated court proceeding, ICE is under no obligation to produce them for such court appearance; and

WHEREAS, the fear of deportation acts as a deterrent for victims of crime, witnesses to crime, and defendants, to engage in the criminal court system; and

WHEREAS, public calls made by judges, district attorneys, attorneys general, anti-violence advocates, public defenders, elected officials and others across the country to end courthouse arrests have been unanswered by ICE; and

WHEREAS, in January 2019, New York State Senator Hoylman and New York State Assembly Member Solages introduced the “Protect Our Courts Act” (A.2176/S.425), which would exempt individuals from civil arrest while “going to, remaining at, or returning from the place of such court proceeding;” and

WHEREAS, absent a signed judicial warrant or judicial order authorizing a civil arrest, A.2176/S.425 would prohibit the civil arrest of any person attending a court proceeding “duly and in good faith;” and

WHEREAS, the legislation would designate the willful violation of the exemption as contempt of the court and false imprisonment, and would grant individuals the ability to bring a civil action for appropriate equitable and declaratory relief in instances of violation of the exemption; and

WHEREAS, the unchecked interference of federal law enforcement, specifically ICE, in the state court system endangers New Yorkers’ access to due process and public safety by making witnesses to crime and victims of crime less likely to engage in the court system; and

WHEREAS, Federal interference additionally removes criminal defendants from our jurisdiction, making it impossible to seek justice in their ongoing, non-immigration related cases; now, therefore, be it

NOW THEREFORE BE IT RESOLVED, that the City of Newburgh calls on the New York State Legislature to pass, and the Governor to sign, the “Protect Our Courts Act” (A.2176/S.425), in order to protect certain interested parties or people from civil arrest while going to, remaining at, or returning from the place of such court proceeding; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to Governor Andrew Cuomo, New York State Senator Brad Hoylman, New York State Senator James Skoufis, New York State Assembly Member Michaelle Solages, and New York State Assembly Member Jonathan Jacobson.

Since the inauguration of President Trump, there has been an unprecedented increase in ICE arrests in and around New York's courts. **From 2016 to 2018, the Immigrant Defense Project has documented a 1700% increase in ICE operations in courthouses throughout the state.** Undercover ICE agents are now routinely arresting immigrants in the state's civil and criminal courts—even targeting people in family courts and courts designed for victims of human trafficking.

ICE's growing presence in the courts has spread fear, making many New Yorkers afraid to attend. In a statewide survey, **a third of advocates working with domestic violence survivors reported that their clients were afraid to seek a protection order in court due to fear of ICE.** Nearly half of housing court advocates said that clients were afraid to bring complaints because of ICE. As a result, **prosecutors across the state have condemned ICE courthouse arrests for jeopardizing the safety and security of all New Yorkers.**

ICE's courthouse arrests also threaten the efficient operation of the state's courts. Every time ICE agents arrest and detain a New Yorker, a case is interrupted. Because ICE often refuses to return people for their court proceedings, cases are not only delayed, but permanently derailed.

The Protect Our Courts Act will ensure that every immigrant New Yorker can access the courts without fear of being arrested by ICE. Here's what it does:

- Makes it unlawful for ICE to make a civil arrest while a person is going to, attending or leaving court unless the officer presents a valid judicial warrant or court order. Most ICE arrests are for civil violation of federal immigration law.
- Protects a person from *civil* arrest not only inside of a courthouse, but while they are going to the courthouse or leaving it. This is an essential protection since ICE arrests are often executed right outside the courthouse doors.
- Extends protection to *any* person who is a party or potential witness in a civil or criminal court proceeding, including family and household members.
- Empowers the New York Attorney General to pursue legal action on behalf of individuals arrested in violation of this law.
- Recognizes individuals have a right to pursue civil legal claims when they are arrested.

1.

An unprecedented increase in ICE arrests interferes with the state's court system.

- The Immigrant Defense Project documented a 1700% increase in ICE courthouse operations from 2016 to 2018.
- The surge in ICE arrests has made immigrants and their families fearful of going to a wide range of courts including criminal court, family court, and housing court.
- This means domestic violence survivors aren't getting orders of protection, tenants aren't bringing complaints against abusive landlords, and people facing criminal charges are denied their fair day in court.

2.

ICE's courthouse arrests undermine safety and security for all New Yorkers.

- Prosecutors across the state have endorsed the bill because they say ICE's presence in the courts is making victims and witnesses fearful of coming to court.
- Two-thirds of advocates who work with survivors of violence say their clients have declined to seek protective orders and other help from the courts due to fear of ICE.
- More than half of housing rights advocates surveyed have clients who are too scared to file a housing court complaint because of ICE being in court.

3.

This bill will help ensure access to courts for ALL New Yorkers regardless of immigration status.

- Our constitution guarantees access to the courts to ALL New Yorkers, regardless of immigration status.
- Equal access to our courts is vital to our democracy and central to everything that New York stands for.

4.

This bill will help protect the fundamental constitutional right of all New Yorkers to have their fair day in court.

- ICE snatches immigrants from court when they're in the middle of defending themselves against criminal charges.
- Once ICE detains someone, they can refuse to send them back to state court, meaning that the person never gets their fair day in court.
- This not only violates basic constitutional rights, it derails our state's criminal justice system.

5.

The legislature has the power to protect the state's courts from ICE.

- ICE is exploiting the state's courts by using them as a hunting ground for immigrants.
- When an outside agency interferes with our courts, we have a duty to protect them.
- The state constitution gives New York's legislature clear authority to regulate the court system to ensure that they operate effectively and serve EVERY New Yorker.

PROTECT OUR COURTS ACT

Prosecutor Endorsements

A.02176/S.00425

Westchester DA Anthony A. Scarpino, Jr.

"The growing presence of Immigration and Customs Enforcement (ICE) agents in Westchester courts undermines our efforts to effectively investigate and prosecute crimes. When ICE uses our local courthouses to make civil immigration arrests, both immigrants who are victims of or witnesses to domestic violence, scams, wage theft or violent crimes are now fearful that coming to court may lead to arrest by ICE. How can justice be served if some of our most vulnerable are afraid to come forward? I support the Protect Our Courts Act to ensure a fair and equitable system, and a safer and more secure community."

Nassau DA Madeline Singas

"New York's justice system works best when everyone has access. Immigrants who are victims of domestic violence, wage theft, fraud, or violent crime should be able to seek justice regardless of their status, and they should be able to come to court for that purpose without fear that their appearance will lead to civil arrest by ICE."

Albany DA David Soares

"Courthouses should be safe spaces for everyone. Prosecutors, advocates and police have spent decades researching and applying best practices in an effort to encourage the reporting of violent crimes, including sexual assaults and domestic violence crimes. Demagoguery of the issue has caused fear and concern in many citizens and has led to decreased reporting. The activities of Immigration and Customs Enforcement is compromising our ability to hold accountable perpetrators who prey upon victims from vulnerable immigrant communities."

Bronx DA Darcel D. Clark

"I endorse the Protect Our Courts Act because, as the Bronx District Attorney, I encourage people to report crimes... If a victim or witness who is essential to the prosecution of a heinous case is arrested by Immigration and Customs Enforcement when he or she shows up at the courthouse, we cannot go forward with the case, resulting in cases being dismissed and dangerous individuals being released back into the community. This could have a chilling effect on getting witnesses to assist in our cases, potentially resulting in a threat to public safety."

Brooklyn DA Eric Gonzalez

"These actions jeopardize public safety by instilling fear in immigrant communities, which makes victims and witnesses afraid to come forward to report crimes, and unable to get justice. Keeping Brooklyn safe and strengthening community trust in law enforcement are my top priorities as Brooklyn DA, and ICE's actions undermine those important goals. I support the efforts to end this misguided practice."

Manhattan DA Cyrus Vance, Jr.

"Deporting New Yorkers who show up to court is antithetical to our values and detrimental to our public safety. The fear of unjust deportation stops crime victims from coming forward, and stops defendants from responsibly attending their court dates. I thank Assembly Member Solages for her work on this bill and urge the legislature to pass it immediately, because all New Yorkers have the right to safely access our courts, whether they are documented or undocumented under federal law."

Afraid to Get a Restraining Order

A mother showed up to My Sister's Place, a Rockland County legal services organization, with her head bandaged. When the attorney asked what happened, the woman said that the father of her children had raped her in a parking lot and severely beat her on the head with "metal things." The woman suffered neurological damage and permanent vision loss as a result.

When asked why she did not report it to the police and seek a restraining order in Family Court, she told the attorney that she was too afraid of being picked up by ICE. - ***As reported by Andrea Panjwani, Esq., Former Managing Attorney, My Sister's Place***

A Bronx Man who Came to the U.S. at Age 3

A young man who came to the U.S. at the age of 3 was ambushed by a team of 8-10 ICE officers outside of a Bronx courthouse. Originally from the Ivory Coast, the Bronx man had big plans for building a life with his U.S. citizen wife. He was working as a barrista, had recently applied to college, and was in the process of applying for a green card. On the day that ICE grabbed him, he was in court on a misdemeanor case and had no prior criminal record.

When news of his arrest spread, close to a hundred public defenders walked out of the courthouse in protest. - ***As reported by Casey Dalporto, Esq., The Legal Aid Society***

Victims of Human Trafficking

When a 29 year-old Chinese woman showed up to the Queens Human Trafficking Intervention Court last June, she stepped into a courtroom designed to be a safe space for victims of human trafficking. She, like most of the women appearing that day, was charged with a prostitution related offense. Instead of a fine and jail time, she was expected to get help.

But that day, two plainclothes ICE officers watched her and other women appearing in the courtroom. Thanks to quick thinking by her attorneys, the young woman was not taken away by ICE. But later that day, the ICE agents arrested another woman just minutes after she left the human trafficking court. - ***As reported by WNYC and The New York Times***

A Witness Goes Silent in Housing Court

Soon after the first reports of arrests in New York State Courts, a housing rights advocate had a concerning interaction with a long-term client. The client, a green card holder, was a long-time member of a tenant association in Cypress Hills, Brooklyn, and was married to an undocumented man. The attorney had been working with her to enforce her succession rights and had been preparing for trial.

Suddenly, the client informed the attorney that her husband—a key witness in the case—wouldn't feel comfortable going to court. The attorney was unable to continue the case. - ***As reported by Katherine LeGeros Bajuk, Esq., New York County Defender Service***

A History of Suicide Attempts; ICE Shrugs

Her client trembled when she broke the news. Katherine, a mental health specialist from New York County Defender Services, had just told her that ICE agents were there to arrest her.

Katherine had pleaded with the plainclothes agents not to take her client away. She had had a string of arrests but was finally getting treatment for her underlying mental health issues. She had already made several suicide attempts and Katherine feared that if she was locked up in ICE custody, her client might have a psychotic break.

She told all this to the ICE agents. They just shrugged. When she asked to see the warrant for her client's arrest, they refused to produce anything. - ***As reported by Katherine LeGeros Bajuk, Esq., New York County Defender Service***

PROTECT OUR COURTS ACT

Frequently Asked Questions

A.02176/S.00425

What will the Protect Our Courts Act do?

The Protect Our Courts act makes it unlawful for any law enforcement officer (including Immigration and Customs Enforcement) to arrest a person for a *civil* violation while that person is going to, attending, or leaving court *unless* a judicial warrant or court order authorizing the arrest is presented to court staff.

It also prohibits law enforcement officers from outside of New York (including ICE) from entering a courthouse to enforce federal immigration law, unless they present a valid judicial warrant or court order authorizing the arrest.

How will the Protect our Courts Act protect people from ICE?

ICE arrests people for *civil* violations of federal immigration law. By making *civil* arrests unlawful, this bill will effectively stop ICE from making arrests in our courts.

The only way ICE can make an arrest under this law is by presenting a valid judicial warrant or court order from a federal judge, a requirement that has effectively stopped ICE arrests in other contexts.

Who will the Protect Our Courts Act protect?

The law will protect *any* person who is a party or potential witness in a court proceeding in New York state. This includes victims, witnesses, defendants, and anyone who is part of a non-criminal proceeding such as a family or housing court matter.

It will also protect any family or household members who are part of a court proceeding or potential witnesses.

Where will the Protect Our Courts Act protect people from arrest?

The bill protects people from arrest not only inside of a courthouse, but while they are going to the courthouse or leaving it. The exact boundaries of this protection are not spelled out in the legislation but would likely extend to the area within sight of the courthouse.

This concept of a zone of protection against civil arrest while attending court already exists in New York's civil rights law and has a long history in U.S. law. This concept was developed to prevent law enforcement agencies from using people's attendance in court as a way to arrest them on civil matters.

How will the Protect Our Courts Act be enforced?

The bill includes several enforcement measures. It empowers judges to hold any person who violates the law in contempt of court. It also instructs the New York Attorney General to pursue legal action on behalf of individuals who are arrested in violation of this law. In addition, the bill recognizes that individuals have a right to pursue legal claims when they are arrested.

How will the Protect Our Courts Act be implemented?

The Office of Court Administration will designate attorneys to review any judicial warrants or court orders presented before allowing non-local law enforcement (including ICE) to enter a courthouse in order to make a *civil* arrest. The bill also requires that the court document any warrants or court orders presented to its staff.

The Office of Court Administration will also need to adopt rules explaining how it will implement this legislation.

ICE Out of Courts Coalition. More info at immdefense.org/ice-courts-nys/

RESOLUTION NO.: 118 - 2019

OF

MAY 13, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING A PAPER CARRYOUT BAG REDUCTION FEE FOR ORANGE COUNTY**

WHEREAS, The 2019 New York State Bag Waste Reduction Act was adopted in the 2019-2020 New York State Budget and New York became the second state in the nation to ban single-use plastic bags as part of a long term strategy to reduce the environmental impact of single-use plastics; and

WHEREAS, The 2019 New York State Bag Waste Reduction Act empowers counties and cities to impose a 5 cent fee on paper carryout bags beginning on March 1, 2020; and

WHEREAS, reported experience in other municipalities has shown a much greater reduction in single use plastic and paper bags when simultaneously to the banning of single-use plastic bags a fee is imposed on the paper bags; and

WHEREAS, if a county or city imposes a paper carryout bag fee, the New York State Comptroller will pay 40 percent of the fee to the county or the city that imposed the fee for the purpose of purchasing and distributing reusable bags with a priority given to low- and fixed-income communities with the remaining 50 percent to be deposited in the State's Environmental Protection Fund; and

WHEREAS, pursuant to The 2019 New York State Bag Waste Reduction Act Orange County intends to adopt a local law imposing a paper carryout bag fee to apply County-wide; and

WHEREAS, the City Council of the City of Newburgh joins with the Quassaick Creek Watershed Alliance to support the reduction of plastic and paper litter and supports the adoption of a local law imposing a paper carryout fee; the same being in the best interests of the City of Newburgh and the local environment;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh expresses its support and calls on the Orange County Legislature to adopt a local law enacting a County-wide paper carryout bag fee pursuant to The 2019 New York State Bag Waste Reduction Act; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh, New York forward copies of this resolution to the offices of County Executive Steve Neuhaus, Orange County Legislature Chairman Steve Brescia, and County Legislators James Kulisek and Kevindaryan Lujan.

RESOLUTION NO.: 119 - 2019

OF

MAY 13, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ACCEPT A DONATION OF TREES FROM MID-HUDSON SUBARU**

WHEREAS, Mid-Hudson Subaru has offered to donate trees to the City of Newburgh; and

WHEREAS, this contribution is intended to be used in the Tyrone H. Crabb Memorial Park; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager of the City of Newburgh be and he is hereby authorized to accept the trees donated by Mid-Hudson Subaru, with the appreciation and thanks of the City of Newburgh.

Kelson, Michelle

From: Genie Abrams <genieabrams@gmail.com>
Sent: Wednesday, May 01, 2019 6:35 PM
To: Kelson, Michelle; Garrison, George
Subject: Can the City Council please accept a donation of 12 trees?

Hello!

As promised earlier today, here are the details about the scheduled May 15, 10 am planting of 10-12 "baby trees" (each less than 1 inch diameter) in Crabb Park.

The trees are being donated by Mid-Hudson Subaru of Fishkill. My contact there is Heather Cottrell, their community relations manager. The company wanted to help out a local community this spring by giving us trees, which help provide shade, clean the air, cool the city and improve the environment for all residents. What will be planted is a "tree nursery," about 6 feet by 8 feet or less, in which these 12 or so "baby trees" will be planted. Fifth-grade students from Horizons on Hudson Elementary School, next door to the park, will plant them, with the aid of Principal Rob Glowacki, who has been involved with planning this project from the start, and his teachers. We will need the DPW to help dig the shallow (less than 6 inches) area for this "nursery," and we will also need the DPW to bring some mulch. I will provide gardening gloves for the kids, and Mid-Hudson Subaru will provide gardening cans for the project, as well as T-shirts for participants.

Can it please be put on the agenda of the next Council meeting to accept this kind donation of trees from Mid-Hudson Subaru?

Thanks,

Genie Abrams

RESOLUTION NO.: 120 - 2019

OF

MAY 13, 2019

**A RESOLUTION REQUESTING THE STATE LEGISLATURE
TO ENACT LEGISLATION TO EXEMPT FROM ALL REAL PROPERTY TAXES
THE GRANULAR ACTIVATED CARBON TREATMENT FACILITY
CONSTRUCTED AT THE CITY OF NEWBURGH
WATER FILTRATION PLANT PROPERTY**

WHEREAS, it has been determined that source of the per- and polyfluoralkyl substances (“PFAS”) contamination in the City of Newburgh’s former primary source water supply in Washington Lake, originates from the New York State Air National Guard Base and Stewart Airport in Newburgh NY; and

WHEREAS, in May 2016, the City of Newburgh switched its drinking source water from Washington Lake to Brown’s Pond and then to the Catskill Aqueduct in response to implementation of increased regulatory standards for PFOS and PFOA contaminants and the City of Newburgh’s former primary source water supply has been unavailable and unusable by the City; and

WHEREAS, New York State constructed a granulated activated carbon filtration system at the City of Newburgh Water Filtration Plant; and

WHEREAS, the City of Newburgh continues to pay increased real estate taxes on the granulated activated carbon filtration system as an improvement to the City of Newburgh’s Water Filtration Plant Property with no efforts to halt or undertake remediation of the source of the City’s water supply; and

WHEREAS, the City of Newburgh has commenced tax certiorari proceedings in the Supreme Court of the State of New York, County of Orange for the 2017-2018 and 2018-2019 tax assessment years bearing Orange County Index Nos. EF005922-2017 and EF007932-2018; and

WHEREAS, but for the PFAS contamination of the City’s water supply the construction of the granulated activated carbon filtration system as an improvement to the City of Newburgh’s Water Filtration Plant Property would have been unnecessary and the City of Newburgh continues to be subject to such unbudgeted and unforeseeable costs and expenses through no fault of its own; and

NOW, THEREFORE, BE IT RESOLVED, that this Council of the City of Newburgh, New York, does hereby request that the State Legislature enact a real property tax exemption from all real property taxes to be levied on that portion of the City’s Water Filtration property, and improvements thereon, on or to which the granulated activated carbon filtration system was constructed.

ORDINANCE NO.: 5 - 2019

OF

MAY 13, 2019

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Code Section	Type of Fee	Amount
<u>Chapter 60, Municipal Identification Card Program</u>		
<u>§ 60-5</u>	Application fee	\$15.00 (adult) <u>\$7.00 (under 18 or over 62,</u> <u>veteran, disabled)</u>
	Renewal fee	<u>\$5.00</u>
	Replacement or change of information fee	<u>\$5.00</u>

Section 2. This ordinance shall take effect on upon the filing of Local Law No. 2-2019 of April 8, 2019 in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.