



City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
June 4, 2026
6:00 PM

Council Meeting Presentations / Presentaciones de la Reunion General

1. Recognition of NFA Students Who Participated in the Ethel Skakel Kennedy Young Women's Leadership Summit

Reconocimiento de los estudiantes de la NFA que participaron en la Cumbre de Liderazgo para Jóvenes Mujeres Ethel Skakel Kennedy.

Engineering / Ingeniería

2. PIN No. 8005.26 Contract with WSP Construction Inspection Services

Resolution authorizing the City Manager to execute an agreement amendment with WSP USA, Inc. for professional engineering construction administration and inspection services for the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8005.26) in the amount of \$278,500.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar una enmienda al acuerdo con WSP USA, Inc. para servicios profesionales de ingeniería, administración de construcción e inspección para el Proyecto de Mejoras Peatonales y de Señales de Tráfico en Broadway (PIN Núm. 8005.26), por un monto de \$278,500.00

3. PIN No. 8758.75 Contract with WSP Construction Inspection Services

Resolution authorizing the City Manager to execute an agreement amendment with WSP USA, Inc. for professional engineering construction administration and inspection services for the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8758.75) in the amount of \$137,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar una enmienda al acuerdo con WSP USA, Inc. para servicios profesionales de ingeniería, administración de construcción e inspección para el Proyecto de Mejoras Peatonales y de Señales de Tráfico en Broadway (PIN Núm. 8758.75), por un monto de \$137,000.00

4. PIN No. 8758.75 & 8005.26 Contract with WSP for Scheduling Services

Resolution authorizing the City Manager to execute an agreement with WSP USA, Inc. for professional engineering construction scheduling

evaluation services for the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8758.75 and 8005.26) in the amount of \$30,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con WSP USA, Inc. para servicios profesionales de ingeniería relacionados con la evaluación de programación de construcción para el Proyecto de Mejoras Peatonales y de Señales de Tráfico en Broadway (PIN Núm. 8758.75 y 8005.26), por un monto de \$30,000.00

Finance / Finanza

5. Fireworks contract - 2026 City of Newburgh Fourth of July Celebration

Resolution authorizing the City Manager to accept a proposal and execute a contract with July 4 Ever Fireworks, Inc. & Rocco Polifrone for the 2026 City of Newburgh Fourth of July Celebration on Saturday, July 4, 2026 for the amount of \$25,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con July 4 Ever Fireworks, Inc. y Rocco Polifrone para la celebración del Día de la Independencia 2026 de la Ciudad de Newburgh el sábado 4 de julio de 2026, por un monto de \$25,000.00

6. Surplus Inventory from Police and DPW to be auctioned

Resolution declaring Police Department and Department of Public Works vehicles as surplus

Resolución que declara como excedentes los vehículos del Departamento de Policía y del Departamento de Obras Públicas

Information Technology Department / Departamento de Tecnología e Información

7. Camera Update

Actualización sobre cámaras

Water Department / Departamento de Agua

8. Contract with Solitude Lake Management to Stock Fish for the 2026 Season in Lockwood Basin

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management to stock fish at Lockwood Basin for the 2026 season at a cost of \$4,980.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para repoblar con peces a Lockwood Basin para la temporada 2026, a un costo de \$4,980.00

Planning and Economic Development / Planificación y Desarrollo Económico

9. Schedule a Public Hearing for the FY2025 CDBG CAPER

Resolution scheduling the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) public hearing and opening of the 15-day public comment period for Fiscal Year 2025

Resolución que programa la audiencia pública del Informe Consolidado Anual de Desempeño y Evaluación (CAPER) del Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG) y la apertura del período de comentarios públicos de 15 días para el Año Fiscal 2025

10. Parking Study Update

Actualización del estudio de estacionamiento

11. Hillside Development BOA Update

Actualización del BOA de Desarrollo de Hillside

Police Department / Departamento de Policía

12. Flock Update

Actualización sobre Flock

Boards and Commissions / Juntas y Comisiones

13. Appointments - Human Rights Commission

Nombramientos - Comisión de Derechos Humanos

Discussion Items / Temas de Discusión

14. City Manager Search

Búsqueda de Gerente de la Ciudad

15. City Council Retreat

Retiro del Consejo de la Ciudad

Executive Session / Sesión Ejecutiva

16. Proposed, pending or current litigation

Litigio propuesto, pendiente o actual

17. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

El historial médico, financiero, crediticio o laboral de una persona o empresa en particular, o los asuntos que conduzcan al nombramiento, empleo, ascenso, descenso de categoría, disciplina, suspensión, despido o destitución de una persona o empresa en particular



WSP USA
500 Summit Lake Drive
Suite 450
Valhalla, NY 10595

Tel: 914 747 1120
Fax: 914 747 1956

wsp.com

TO: Mr. Chad M. Wade, R.L.A. Assistant City Engineer
City of Newburgh Engineer, Sponsor

FROM: Peter Mancuso

SUBJECT: PIN 8005.56 & 8758.75 CSS & CI Funding and Increased Construction Costs

DATE: September 25, 2025

On December 16, 2024, WSP USA, Inc. and the City of Newburgh entered an agreement for \$954,000.00 related to Construction Support Services (CSS) & Construction Inspection (CI) funding for the City of Newburgh Broadway Pedestrian and Traffic Signal Improvements PIN 8005.56 and Traffic Signal Improvements PIN 8758.75, collectively known as the Broadway Pedestrian and Traffic Signal Improvements. The contract included a 13-month time period. This funding was dated to begin payment for CI services that started on December 16, 2024. On November 12, 2024, Verde Electric (Prime Contractor) and the City of Newburgh entered an agreement for \$6,803,703.96 for Construction Services for the above-mentioned Project. The Contract length was projected to last 270 days with funding dated to begin 10 days after the 'Notice to Proceed' which was granted on February 28, 2025.

Due to unforeseen circumstances with locating underground utilities, extensive redesigns to the Contract needed to be made. Unknown utility locations necessitated the contractor to perform additional preconstruction investigations which in turn required the need for additional construction inspection / oversight. Information gathered from these investigations led to redesigns of both the Traffic Signal Poles and Drainage Structures. Some of the Traffic Signal Pole sizes increased for which material costs and manufacturing lead times have increased since the letting of the project. Drainage Structure depths and orientations were altered to accommodate the field conditions. The increased depth and complexity of this work demonstrated the need for additional safety precautions such as temporary sheeting. Furthermore, various ancillary items were missing from the contract that were not accounted for during the design process. The contract failed to include a required stipulation from the City of Newburgh East End Historical District mandating the use of dyed and stamped concrete sidewalks. This requirement has precedent, as it was previously implemented and constructed under off-system project PIN 8761.91. Furthermore, the above additional work has led to the granting of an 'Extension of Time' for the contractor and thus the need for an extension of CSS / CI services.

Attached is a spreadsheet summarizing the negotiated fees for a supplemental work agreement(s) for Verde Electric to expand Construction Services for the above-mentioned Project. The total fee is \$2,474,432.30. Also, attached is the negotiated fee for a supplemental agreement for WSP USA, Inc. to continue Construction Support Services and Construction Inspection for the above-mentioned Project. The total fee is \$415,871.00. The total fee including increased Construction Costs, along with CSS and CI funding is \$2,890,303.30.

WSP, on behalf of the City of Newburgh, is submitting a Project Sponsor Request Form for increased Construction Costs, along with CSS and CI funding for the City of Newburgh Broadway Pedestrian and Signal Improvements PIN 8005.56 & 8758.75. The form requests \$2,890,303.30 from the OCTC TIP. There are currently two potential sources of additional funding on the OCTC TIP. CMAQ funding is programmed in FFY 2026 through 2030 under block 8BLK01, and STBG Large Urban funding is programmed in FFY 2029 and 2030 under block 8BLK03. It should be noted that Design/PE and ROW incidentals for PIN 8758.75 were funded through CMAQ, and PIN 8005.26 involves a similar scope of work. Therefore, either source of funding should be applicable to the project. Dependent on the funding source, funding may have to be reprogrammed to a different year.

The Contractors current contract with the City projects substantial completion of the project will occur by September 1st, 2026, with project closeout on November 30, 2026.

Very truly yours,

WSP USA Inc.



Peter Mancuso, PE, PTOE
Project Manager

cc: Arlisa McGrath, RE, WSP
Katherine Craig, PE, PTOE
File: Broadway PTS

Attachment C, Page 1
 Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		OVERTIME CATEGORY
		PRESENT 3/2025	PROJECTED 3/2026	
Principal	IX (A)	\$158.34	\$163.09	A
Project Manager	VII (A)	\$108.34	\$111.59	B
Supervising Engineer	VI (A)	\$83.07	\$85.56	B
Lead Engineer	V (A)	\$70.39	\$72.50	B
Sr. Engineer	IV (A)	\$59.93	\$61.73	B
Senior CAD Operator	N/A	\$56.67	\$58.37	B
Resident Engineer	VI (A)	\$108.39	\$111.64	C
Office Engineer	IV (N)	\$71.56	\$73.71	C
Chief Inspector	IV (N)	\$77.47	\$79.79	C
Inspector	II (N)	\$49.03	\$50.50	C

OVERTIME POLICY

- Category A - No overtime compensation.
 Category B - Overtime compensated at straight time rate.
 Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
 Actual Rates to be billed

Attachment C, Page 2
 Staffing Worksheet

Straight Time											
Section	Task	Principal	Project Manager	Supervising Engineer	Lead Engineer	Sr. Engineer	Senior CAD Operator	Resident Engineer	Office Engineer	Chief Inspector	Inspector
SECTION 8 Construction Support	8.01 Construction Support		40								
	Coordination		40	8	8						
	Shop Drawing Review										
	<i>Subtotal, Section 8</i>	0	80	8	8	0	0	0	0	0	0
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities										
	9.072 Contractor Monitoring and Coordination							580			580
	9.073 Meetings, Schedules, and General Admin							120			120
	9.074 Post-Construction, Close-out, and Acceptance										
	<i>Subtotal, Section 9 (Straight Time)</i>	0	0	0	0	0	0	700	0	0	700
<i>Total hours</i>		0	80	8	8	0	0	700	0	0	700
Total Hours		1496									
Average Hourly Rates		\$163.09	\$111.59	\$85.56	\$72.50	\$61.73	\$58.37	\$111.64	\$73.71	\$79.79	\$50.50
Technical Labor		\$0.00	\$8,927.22	\$684.50	\$580.01	\$0.00	\$0.00	\$78,149.19	\$0.00	\$0.00	\$35,350.63
Total Office		\$10,191.73									
Total Field		\$113,499.82									
Total Technical Labor		\$123,691.55									

Assumptions:

- Construction duration is estimated to be starting full time in April 2026 and ending by October 2026. If construction continues beyond October 15, 2026, additional funds may be required.
- Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
- Project will be staffed with: (1) Part-time Project Manager, (1) full-time Resident Engineer, (1) full-time Inspector, and (2) part-time Inspector/Office Engineer during construction. The EIC & OE will be full-time during pre-construction and CAD Detailer will be part-time during close out. Staff will begin project set-up approx 2 weeks prior to Contractor NTP.
- Any additional staff will be with prior approval by the City.
- Premium time will be as per Attachment C, Page 1 - Salary Schedule. In addition, a 10% premium shall apply to all night work. All time is budgeted as straight time.

Attachment C, Page 3
Direct Non-Salary Expense

1. Travel

PM to attend Progress Meetings					
6 meetings	100	miles @	\$0.575	=	<u>\$345.00</u>
Inspection Staff Travel					
130 days	6	miles @	\$0.575	=	<u>\$448.50</u>

TOTAL TRAVEL: SAY \$800.00

2. Independent Testing (As Required)

Field compaction and concrete testing	\$0.00
Stockpile Testing	\$0.00

TOTAL TESTING: \$0.00

3. Record Keeping and Payment Accounting Software (APPIA)

Cost per license per year:	\$ 2,500.00	
No. of years:	1	(Licenses are per yr or portion thereof)
No. of licenses:	2	(RE & OE/Chief Insp)

TOTAL LICENSING FEES: \$5,000.00

TOTAL DIRECT NON-SALARY COST \$5,800.00

Attachment C, Page 4
Summary

	<u>Total</u>
	<u>PIN 8005.26</u>
Item 1A, Direct Technical Salaries (Section 9) Office	\$10,191.73
Item 1A, Direct Technical Salaries (Section 9) Field	\$113,499.82
Item II, Direct Non-Salary Cost	\$5,800.00
Item III, Overhead (Office) 131%	\$13,325.68
Item III, Overhead (Field) 98%	\$111,229.82
(Latest approved NYSDOT CONR 385)	
Item IV, Fixed Fee (10%)	\$24,824.71
<hr/>	
Total Estimated Cost	\$278,871.76
Maximum Amount Payable	\$278,500.00

RESOLUTION NO.: _____ - 2026

OF

JUNE 8, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT AMENDMENT WITH WSP USA, INC.
FOR PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATION AND
INSPECTION SERVICES FOR
THE BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT
(PIN# 8005.26) IN THE AMOUNT OF \$278,500.00**

WHEREAS, by Resolution No. 124-2019 of May 28, 2019, the City Council of the City of Newburgh approved a Master Federal-aid Local Project Agreement with the New York State Department of Transportation to fund the preliminary engineering, final design and right-of-way incidentals phases for the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8005.26) (the “Project”); and

WHEREAS, the City of Newburgh used an RFQ process for selecting a design consultant in accordance with the Federal Aid process, and by Resolution No. 98-2020 of April 27, 2020, the City Council approved a contract with WSP USA, Inc. for professional engineering design services for the Project (PIN# 8005.26) in the amount of \$423,100.00; and

WHEREAS, by Resolution No. 232-2024 of November 12, 2024, the City Council approved a contract with WSP USA, Inc. for professional engineering construction administration and inspection services for the Project (PIN# 8005.26) in the amount of \$655,000.00; and

WHEREAS, due to unforeseen circumstances, redesigns and additional work were required to address the existing conditions and an extension of time for the contractor to complete the construction work resulting in additional construction administration and inspection services; and

WHEREAS, WSP USA, Inc. has submitted a contract amendment in the amount of \$278,500.00 to be derived from NYSDOT/Federal Aid Reimbursement of up to 80% with 20% matching funds derived from the City's CHIPS funds; and

WHEREAS, the City Council has reviewed the contract amendment and has determined that approving the contract for such work would be 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 City Manager be and he is hereby authorized to accept a proposal and execute an agreement amendment with WSP USA, Inc. for professional engineering construction administration and inspection services related to the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8005.26) in the amount of \$278,500.00.



WSP USA
500 Summit Lake Drive
Suite 450
Valhalla, NY 10595

Tel: 914 747 1120
Fax: 914 747 1956

wsp.com

TO: Mr. Chad M. Wade, R.L.A. Assistant City Engineer
City of Newburgh Engineer, Sponsor

FROM: Peter Mancuso

SUBJECT: PIN 8005.56 & 8758.75 CSS & CI Funding and Increased Construction Costs

DATE: September 25, 2025

On December 16, 2024, WSP USA, Inc. and the City of Newburgh entered an agreement for \$954,000.00 related to Construction Support Services (CSS) & Construction Inspection (CI) funding for the City of Newburgh Broadway Pedestrian and Traffic Signal Improvements PIN 8005.56 and Traffic Signal Improvements PIN 8758.75, collectively known as the Broadway Pedestrian and Traffic Signal Improvements. The contract included a 13-month time period. This funding was dated to begin payment for CI services that started on December 16, 2024. On November 12, 2024, Verde Electric (Prime Contractor) and the City of Newburgh entered an agreement for \$6,803,703.96 for Construction Services for the above-mentioned Project. The Contract length was projected to last 270 days with funding dated to begin 10 days after the 'Notice to Proceed' which was granted on February 28, 2025.

Due to unforeseen circumstances with locating underground utilities, extensive redesigns to the Contract needed to be made. Unknown utility locations necessitated the contractor to perform additional preconstruction investigations which in turn required the need for additional construction inspection / oversight. Information gathered from these investigations led to redesigns of both the Traffic Signal Poles and Drainage Structures. Some of the Traffic Signal Pole sizes increased for which material costs and manufacturing lead times have increased since the letting of the project. Drainage Structure depths and orientations were altered to accommodate the field conditions. The increased depth and complexity of this work demonstrated the need for additional safety precautions such as temporary sheeting. Furthermore, various ancillary items were missing from the contract that were not accounted for during the design process. The contract failed to include a required stipulation from the City of Newburgh East End Historical District mandating the use of dyed and stamped concrete sidewalks. This requirement has precedent, as it was previously implemented and constructed under off-system project PIN 8761.91. Furthermore, the above additional work has led to the granting of an 'Extension of Time' for the contractor and thus the need for an extension of CSS / CI services.

Attached is a spreadsheet summarizing the negotiated fees for a supplemental work agreement(s) for Verde Electric to expand Construction Services for the above-mentioned Project. The total fee is \$2,474,432.30. Also, attached is the negotiated fee for a supplemental agreement for WSP USA, Inc. to continue Construction Support Services and Construction Inspection for the above-mentioned Project. The total fee is \$415,871.00. The total fee including increased Construction Costs, along with CSS and CI funding is \$2,890,303.30.

WSP, on behalf of the City of Newburgh, is submitting a Project Sponsor Request Form for increased Construction Costs, along with CSS and CI funding for the City of Newburgh Broadway Pedestrian and Signal Improvements PIN 8005.56 & 8758.75. The form requests \$2,890,303.30 from the OCTC TIP. There are currently two potential sources of additional funding on the OCTC TIP. CMAQ funding is programmed in FFY 2026 through 2030 under block 8BLK01, and STBG Large Urban funding is programmed in FFY 2029 and 2030 under block 8BLK03. It should be noted that Design/PE and ROW incidentals for PIN 8758.75 were funded through CMAQ, and PIN 8005.26 involves a similar scope of work. Therefore, either source of funding should be applicable to the project. Dependent on the funding source, funding may have to be reprogrammed to a different year.

The Contractors current contract with the City projects substantial completion of the project will occur by September 1st, 2026, with project closeout on November 30, 2026.

Very truly yours,
WSP USA Inc.



Peter Mancuso, PE, PTOE
Project Manager

cc: Arlisa McGrath, RE, WSP
Katherine Craig, PE, PTOE
File: Broadway PTS

Attachment C, Page 1
 Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		OVERTIME CATEGORY
		PRESENT 3/2025	PROJECTED 3/2026	
Principal	IX (A)	\$158.34	\$163.09	A
Project Manager	VII (A)	\$108.34	\$111.59	B
Supervising Engineer	VI (A)	\$83.07	\$85.56	B
Lead Engineer	V (A)	\$70.39	\$72.50	B
Sr. Engineer	IV (A)	\$59.93	\$61.73	B
Senior CAD Operator	N/A	\$56.67	\$58.37	B
Resident Engineer	VI (A)	\$108.39	\$111.64	C
Office Engineer	IV (N)	\$71.56	\$73.71	C
Chief Inspector	IV (N)	\$77.47	\$79.79	C
Inspector	II (N)	\$49.03	\$50.50	C

OVERTIME POLICY

- Category A - No overtime compensation.
 Category B - Overtime compensated at straight time rate.
 Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.
 Actual Rates to be billed

Attachment C, Page 2
 Staffing Worksheet

Straight Time											
Section	Task	Principal	Project Manager	Supervising Engineer	Lead Engineer	Sr. Engineer	Senior CAD Operator	Resident Engineer	Office Engineer	Chief Inspector	Inspector
SECTION 8 Construction Support	8.01 Construction Support		8								
	Coordination		24	8	8						
	Shop Drawing Review										
	<i>Subtotal, Section 8</i>	0	32	8	8	0	0	0	0	0	0
SECTION 9 Construction Inspection	9.071 General and Pre-Construction Activities										
	9.072 Contractor Monitoring and Coordination							320			320
	9.073 Meetings, Schedules, and General Admin							32			32
	9.074 Post-Construction, Close-out, and Acceptance										
	<i>Subtotal, Section 9 (Straight Time)</i>	0	0	0	0	0	0	352	0	0	352
<i>Total hours</i>		0	32	8	8	0	0	352	0	0	352
Total Hours		752									
Average Hourly Rates		\$163.09	\$111.59	\$85.56	\$72.50	\$61.73	\$58.37	\$111.64	\$73.71	\$79.79	\$50.50
Technical Labor		\$0.00	\$3,570.89	\$684.50	\$580.01	\$0.00	\$0.00	\$39,297.88	\$0.00	\$0.00	\$17,776.32
Total Office		\$4,835.40									
Total Field		\$57,074.20									
Total Technical Labor		\$61,909.59									

Assumptions:

- Construction duration is estimated to be starting full time in December 2024 and ending by March 2026. If construction continues beyond March 15, 2026, additional funds may be required.
- Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
- Project will be staffed with: (1) Part-time Project Manager, (1) full-time Resident Engineer, (1) full-time Inspector, and (2) part-time Inspector/Office Engineer during construction. The EIC & OE will be full-time during pre-construction and CAD Detailer will be part-time during close out. Staff will begin project set-up approx 2 weeks prior to Contractor NTP.
- Any additional staff will be with prior approval by the City.
- Premium time will be as per Attachment C, Page 1 - Salary Schedule. In addition, a 10% premium shall apply to all night work. All time is budgeted as straight time.

Attachment C, Page 3
Direct Non-Salary Expense

1. Travel

PM to attend Progress Meetings					
6 meetings	100	miles @	\$0.575	=	<u>\$345.00</u>
Inspection Staff Travel					
130 days	6	miles @	\$0.575	=	<u>\$448.50</u>

TOTAL TRAVEL: SAY \$800.00

2. Independent Testing (As Required)

Field compaction and concrete testing	\$0.00
Stockpile Testing	\$0.00

TOTAL TESTING: \$0.00

3. Record Keeping and Payment Accounting Software (APPIA)

Cost per license per year:	\$ 2,500.00	
No. of years:	1	(Licenses are per yr or portion thereof)
No. of licenses:	0	(RE & OE/Chief Insp)

TOTAL LICENSING FEES: \$0.00

TOTAL DIRECT NON-SALARY COST \$800.00

Attachment C, Page 4
Summary

	<u>Total</u>
	<u>PIN 8005.27</u>
Item 1A, Direct Technical Salaries (Section 9) Office	\$4,835.40
Item 1A, Direct Technical Salaries (Section 9) Field	\$57,074.20
Item II, Direct Non-Salary Cost	\$800.00
Item III, Overhead (Office) 131%	\$6,322.28
Item III, Overhead (Field) 98%	\$55,932.71
(Latest approved NYSDOT CONR 385)	
Item IV, Fixed Fee (10%)	\$12,416.46
<hr/>	
Total Estimated Cost	\$137,381.04
Maximum Amount Payable	\$137,000.00

Attachment C, Page 5
Personnel Schedule

	2020						
	Apr	May	Jun	Jul	Aug	Sep	Oct
RE							
Inspector							
Inspector / Office Engineer							
CAD / Dgn Eng Asst							



RESOLUTION NO.: _____ - 2026

OF

JUNE 8, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT AMENDMENT WITH WSP USA, INC.
FOR PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATION AND
INSPECTION SERVICES FOR
THE BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT
(PIN# 8758.75) IN THE AMOUNT OF \$137,000.00**

WHEREAS, by Resolution No. 105-2019 of May 13, 2019, the City Council of the City of Newburgh authorized the City Manager to execute a Master Federal-aid Local Project Agreement with the New York State Department of Transportation to fund the preliminary engineering, final design and right-of-way incidentals phases for the Broadway Intersections with Grand Street and Liberty Streets in the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8758.75) (the “Project”); and

WHEREAS, the City of Newburgh used an RFQ process for selecting a design consultant in accordance with the Federal Aid process, and by Resolution No. 165-2020 of August 10, 2020, approved a contract with WSP USA, Inc. for professional engineering design services for the Project (PIN# 8758.75) in the amount of \$131,900.00; and

WHEREAS, by Resolution No. 233-2024 of November 12, 2024, the City Council approved a contract with WSP USA, Inc. for professional engineering construction administration and inspection services for the Project (PIN# 8758.75) in the amount of \$298,500.00; and

WHEREAS, due to unforeseen circumstances, redesigns and additional work were required to address the existing conditions and an extension of time for the contractor to complete the construction work resulting in additional construction administration and inspection services; and

WHEREAS, WSP USA, Inc. has submitted a contract amendment in the amount of \$137,000.00 to be derived from NYSDOT/Federal Aid Reimbursement of up to 80% with 20% matching funds derived from the City's CHIPS funds; and

WHEREAS, the City Council has reviewed the contract amendment and has determined that approving the contract for such work would be 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 City Manager be and he is hereby authorized to accept a proposal and execute an agreement amendment with WSP USA, Inc. for professional engineering construction administration and inspection services related to the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8758.75) in the amount of \$137,000.00.

RESOLUTION NO.: _____ - 2026

OF

JUNE 8, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH WSP USA, INC. FOR PROFESSIONAL ENGINEERING
CONSTRUCTION SCHEDULING EVALUATION SERVICES FOR
THE BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT
(PIN# 8758.75 AND 8005.26) IN THE AMOUNT OF \$30,000.00**

WHEREAS, by Resolution No. 231-2024 of November 12, 2024, the City Council of the City of Newburgh, New York awarded a bid to Verde Electric Maintenance Corporation in the amount of \$6,803,703.96 for the construction of the Broadway Pedestrian and Traffic Signals Improvements Project (PIN#8005.26 and PIN#8758.75); and

WHEREAS, Verde Electric Maintenance Corporation has implemented a monthly Critical Path Method (CPM) schedule to track critical tasks and the anticipated final completion date and WSP USA, Inc., the consulting engineer, recommends that CPM schedules be monitored and inspected to ensure accurate representation of the work progress; and

WHEREAS, WSP USA, Inc. has submitted a proposal for professional engineering construction scheduling evaluation services in the amount of \$30,000.00 which will be derived from the City's CHIPS Funds; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that approving the contract for such work would be 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 City Manager be and he is hereby authorized to accept a proposal and execute an agreement with WSP USA, Inc. for professional engineering construction schedule evaluation services related to the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8758.75 and 8005.26) in the amount of \$30,000.00.



City of Newburgh

Broadway Pedestrian and Traffic Improvements

Proposal for Scheduling Services During Construction

2026-04-17



Table of contents

COVER LETTER	3
1. The Assignment	4
1.1 Proposed Scope of Services	4
1.1.1 Monthly Schedule Review	4
1.1.2 As Built Verification	4
1.1.3 Monthly Coordination Meeting	4
2. Proposal Criteria	5
2.1.1 Assumptions	5
2.1.2 Items Not Included in This Proposal	5
2.1.3 Project Schedule	5
3. Fee Estimate	6
Authorization to Proceed	7
<hr/>	
Table 2.1 Detailed Fee Summary	6
<hr/>	



WSP USA
500 Summit Lake Drive
Suite 450
Valhalla, NY 10595

Tel: 914 747 1120
Fax: 914 747 1958

wsp.com

April 15, 2026

Chad M. Wade, R.L.A.
Superintendent of Public Works
City of Newburgh
88 Pierces Road
Newburgh, New York 12550

Re: Broadway Pedestrian and Traffic Signal Improvements - Schedule Services Proposal

Dear Mr. Wade,

WSP USA Inc. (WSP) is pleased to submit this proposal to provide construction scheduling review services in support of the Broadway Pedestrian and Traffic Improvements project. These services build upon WSP's familiarity with the project, construction sequencing, and the City's objectives during construction.

During the course of the project, Verde Electric Corporation, acting as Contractor, has opted to utilize and submit a monthly Critical Path Method (CPM) schedule to track critical tasks and the anticipated final completion date. A CPM is not required as part of the scope of the work, nor was it anticipated under WSP's existing Consultant agreement for construction support and inspections services contract. However, it is in the best interest of the City of Newburgh for these schedules to be vetted by the WSP team to ensure they represent an accurate representation of the progress of work should any Contractor claims arise in the future.

The proposed services include monthly review of the Contractor's schedule submissions, coordination with the project team, and preparation of summary documentation to support effective schedule oversight throughout construction.

Thank you for the opportunity to continue working with the City of Newburgh. Should you have any questions or require additional information, please do not hesitate to contact us. We look forward to continuing our support of this project.

Sincerely,

WSP USA Inc.

Peter S. Mancuso, PE, PTOE
Assistant Vice President – Traffic Engineering

1. The Assignment

The City of Newburgh requires professional scheduling support during construction to review the Contractor's monthly schedule submissions, verify reported progress, and document schedule changes. Services are limited to schedule review and coordination.

1.1 Proposed Scope of Services

1.1.1 Monthly Schedule Review

- Review and analyze the Contractor's monthly schedule submission
- Evaluate:
 - As built information
 - Added or deleted activities
 - Changes to durations and logic relative to the prior submission

1.1.2 As Built Verification

- Coordinate with the field office to verify reported as built data using available project records

1.1.3 Monthly Coordination Meeting

- Attend one (1) monthly schedule review meeting with the project team
- Prepare and distribute a summary report documenting:
 - Key schedule changes
 - Observations
 - Identified concerns, if any

2. Proposal Criteria

2.1.1 Assumptions

- One (1) Contractor schedule submission will be reviewed per month.
- One (1) monthly review meeting is assumed per submission.
- Services will be performed using electronic files provided by the Contractor/Client.
- No site visits or travel costs are included.

2.1.2 Items Not Included in This Proposal

The following services are specifically excluded from this proposal:

- Review or analysis of:
 - Time extension requests
 - Time Impact Analyses (TIA)
- Field office site visits
- Mileage or travel expenses

Any additional services requested beyond this scope can be provided under a separate authorization.

2.1.3 Project Schedule

Services are anticipated to be provided from April through September 2026, concluding with the contractor's existing contract end date and corresponding to six (6) monthly schedule submissions.



3. Fee Estimate

WSP proposes to provide these services on a time-and-materials basis, not to exceed the amount shown below.

Table 3.1 Detailed Fee Summary

Category	Subtotal
Direct Technical Labor	\$25,252.47
Fixed Fee (10%)	\$2,525.25
Total Estimated Cost	\$27,771.71
Maximum Amount Payable	\$30,000.00

The fee is based on the following staff allocations over the six-month period:

- Field Staff: 24 total hours
- Office Staff: 132 total hours

A detailed fee backup is available upon request.



AUTHORIZATION TO PROCEED

I hereby authorize WSP USA Inc. to proceed in accordance with the scope of work described in the attached proposal, pursuant to WSP's General Terms and Conditions.

City of Newburgh

WSP USA Inc.

Authorized Signatory

Authorized Signatory

Date

Date

wsp



RESOLUTION NO.: _____ - 2026

OF

JUNE 8, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH JULY 4 EVER FIREWORKS, INC. & ROCCO POLIFRONE FOR THE 2026 CITY OF NEWBURGH FOURTH OF JULY CELEBRATION ON SATURDAY, JULY 4, 2026 FOR THE AMOUNT OF \$25,000.00

WHEREAS, by Resolution No. 114-2025, the City of Newburgh approved a contract with July 4 Ever Fireworks, Inc. & Rocco Polifrone for a fireworks display for the 2025 City of Newburgh Fourth of July celebration on Friday, July 4, 2025, at a cost of \$25,000.00; and

WHEREAS, Solicitation No.7.25 provided that the 2025 contract award would be for one year with two one-year extensions on the mutual agreement of the parties; and

WHEREAS, July 4 Ever Fireworks, Inc. / Rocco Polifrone submitted a renewal proposal for fireworks for the 2026 Fourth of July celebration at a cost of \$25,000.00; and

WHEREAS, funding for the Fourth of July celebration fireworks display shall be derived from the 2026 budget - A.7550.0400.0001; and

WHEREAS, this Council has determined that accepting the renewal proposal of July 4 Ever Fireworks, Inc. / Rocco Polifrone is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the 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 July 4 Ever Fireworks, Inc. & Rocco Polifrone for a fireworks display for the 2026 City of Newburgh Fourth of July celebration on Saturday, July 4, 2026, at a cost of \$25,000.00.

JULY 4 EVER



FIREWORKS

PROPOSAL

JULY 4 EVER FIREWORKS how we started...where we are now!

July 4 Ever Fireworks company has been in the fireworks industry for over 40 wonderful years. We have always been family owned and operated because of our love and passion we have for fireworks.

Our journey started as wholesalers to the industry, we imported fireworks that were used in thousands of displays throughout the country and abroad. At one time we were the largest importers on the East coast with the most talked about facility with our Military bunkers used to house fireworks. We have loyal employees from our office staff to our dedicated trained Pyrotechnicians.

Our company does displays all year long from the hottest days of summer to the coldest days of winter. Our year-round displays have allowed us to keep our steady clients happy and able to do their biggest Fourth of July displays to their New Years Eve display and every special event in between. Our displays have been seen on TV, from New York to Las Vegas, Barges, Lakes, Beaches, Ball stadiums, National Geographic, around the NYC area, Chinese New Year, Towns, Villages, Corporate events, Weddings and many more.

Our number one priority has always been safety. We pride our company on safety and making sure our clients mind is at ease knowing our commitment and dedication is to assure every show is tailored designed for the location and audiences to have the best experience and a spectacular night to remember.

All Permits, licensing, insurance, workers compensation will be promptly done in our office in a timely manner from the initial signing of the contract. We will do all meetings for sight inspections, and Town Hall meetings (if required).

Our commitment is to provide each client a choreographed show designed by a team dedicated to making sure each show is uniquely planned. We use the highest-grade quality pyrotechnics for ALL our displays and guarantee the best display for every budget.

Our team is one of a few who proudly answers all calls anytime day or night, being able to speak to a representative if any questions should arise. Our customer service is exceptional, and we proudly give references should they be requested.

Reputation Is everything:

What you can expect: High impact, rhythm like dancing fireworks especially if choreographed to music. There is a WOW opening, a body which will captivate and keep audiences engaged with special designs, variety of colors and multiple effects, our finale will consist of a barrage of fireworks that will leave audiences applauding for more!

Thank you. We look forward to working with you!

Synopsis of Services

❖ SHOW DATE:

❖ PROGRAM BUDGET:

❖ EFFECT LIST:

❖ PERSONNEL:

❖ TRANSPORTATION:

❖ PERMITS:

❖ INSURANCE

July 4 Ever Effects

X Shape Red/ Green Stars With White
Strobe Mine

X Shape Blue & Gold Strobe Willow Tail

Straight Salute W/ Color Tails

Break (5 Inch)

Double Break (6 Inch)

Mixed Effects

Z Shape Whistling Tail To Brocade With
White Strobe

Straight Whistling To Thunder (Instant)

Straight Whistling To Thunder (Instant)

Straight Brocade Mine To Brocade Crown

Straight Blue Tail To Flower Crown With
Red/ Blue

Z Shape Brocade Tail Spit Brocade
Waterfall With Red/ Green Strobe Pistil

Z Shape Blue Tail To Nishiki Willow W/
Color Pearls

Fan Shape Nishiki Willow W/ Color
Falling Leaves

Z Shape Brocade Crown W/ Color Falling
Leaves

July 4 Ever Effects

Z Shape Gold Horse Tail W/ Blue Pearls

Straight Brocade Break Alternate White
Strobe Color Falling Leaves With B/ R
Tails

Straight Red/ Green/ Blue Tail To Ti-
Gold Palm With Red/ Green/ Blue Dahlia

Straight Brocade Tail To Gold Pine With
Red/Green/Blue

Straight Gold To Brocade W/
Teal/Purple/Orange/Blue Dahlia

Half Red Half Blue With White Strobe
Pistil

Z Shape Brocade Crown W/ Color Falling
Leaves

X Shape Red/Green/Blue Tail To White
Strobe With Green/Purple/Orange Dahlias

X Shape Red/Green/Blue Tail To White
Strobe With Green/Purple/Orange Dahlias

Blue Tail Salute W/ Red Strobe Mine

Fan Shape Brocade Mine To Brocade

Z Shape Brocade Horse Tail W/ White
Strobes

July 4 Ever Effects

Brocade Crown W/ Color Falling Leaves

Multiple Reports

Blue Star Mine & Neon Glittering Tail To
Special White Brocade Crown

Blue Star Mine And Neon Glittering Tail
To Gold Ti Willow

Blue Star Mine And Neon Glittering Tail
to Red, Green Falling Leaves And Blue
Star

Blue Star Mine And Neon Glittering Tail
To Red, Sea Blue Stars W. White Strobe
Blue Tail To Gold Ti Willow & Blue Star
Blue Tail To Silver Nishiki Willow, Blue
Star & Red Strobe

Red Coconut Tail To Silver Plum & Red
Dahlia

Special White Brocade Crown To Red,
Orange Dahlia

Blue Tail To Gold Nishiki Willow

Red Tail To Thunder(Instant)

Red Tail To Brocade Crown(Instant)

Straight Whistling To Thunder

Straight Whistling To Thunder(Instant)

Assorted Nishiki Willow Effect

Assorted Tiger Tails To Huge Break

July 4 Ever Effects

Red/ Green/ Orange Dahlia Special White
Strobe

Pigeon Blood Blue Dahlia

Green/ Blue Dahlia Red Lace

Purple/ Green/ Blue Dahlia Gold Lace

White Strobe Pigeon Blood Dahlia

Red Peony Time Rain Pistil

Time Rain Chrys.

Silver Crackling Willow Green Strobe

Brocade Crown

Special Red/ Green/ Blue Brocade

Red/ Green/ Gold Strobe Brocade To

Laser Willow

Silver Palm White Strobe

Gold Willow To Red

Green Willow White Strobe Pistil

Gold Willow Brocade

Red Strobe Willow Blue Stars

Gold Strobe Willow Color Dahlia

Color Palm

Gold Willow To Color With White Strobe

Red/ Green/ Orange/ Yellow To Silver

Palm

Blue Palm

July 4 Ever Effects

Red Lace Ring
Brocade To Blue Ring
Blue Ring
Gold Splash Ring
Delay Time Rain Ring
Quick Crackle Ring

White Strobe Red Moving Mine To
Purple/ Green/ Blue With White Lace
Color Dahlia White Strobe Mine To
Brocade Green Strobe
Gold Blue Mine To Red/ Green/ Blue
With Quick Crackle
Gold Willow To Color With Silver Strobe
Mine To Gold Willow White Strobe Gold
Willow To Red/ Green Strobe Mine To
White Lace Green Tail
Brocade To Red Mine To Color Palm
With Crackle
Blue To Green Mine To Timerain With
Red/Green/Blue Dahlias
Special White Strobe Blue Mine To Red/
Blue Dahlia White Strobe
Crackling Silver Fish Mine To White
Strobe Red Tail
Silver Crackling Wave With Green Mine
To Red/ Green/ Blue Wave White Strobe

July 4 Ever Effects

Green Palm To Timerain Mine To Red/
Green/ Blue Dahlia White Strobe Red
Palm Crackling+Blue Palm Crackle
Pigeon Blood+Blue To Brocade
Brocade Red Strobe+Green Palm Red
Lace
Brocade+Pigeon Blood
Blue/ Green Dahlia With White Strobe
+Pigeon Blood With White Strobe



JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this _____ day of _____, 20____, by and between **JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE**, of Walden, NY (hereinafter referred to as “July 4 Ever & Rocco Polifrone”),

AND

(hereinafter referred to as “Client”)

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, July 4 Ever & Rocco Polifrone and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions and payments of this contract:

July 4 Ever & Rocco Polifrone agrees:

1. To furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay July 4 Ever & Rocco Polifrone for the Fireworks as follows:

Display Date:

Postponement Date:

Contract amount: \$ _____; 0% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to July 4 Ever, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of July 4 Ever & Rocco Polifrone without written authority.

2. **JULY 4 EVER & ROCCO POLIFRONE** further agrees to furnish, sufficient trained personnel to present a display.

CLIENT further agrees:

3. To procure and furnish a suitable place to display the said Fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community

The PARTIES mutually agree:

4. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15%. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is canceled and there will be a charge to cover the costs of cancellation of 50%.
5. July 4 Ever & Rocco Polifrone reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not adversely affect price, time of delivery, functional character or display performance. July 4 Ever & Rocco Polifrone reserves the right to use multiple subcontractors in the setup and licensing of the display
6. If the location of the firing site, spectator’s location, parking areas of structures is deemed unsuitable or unsafe, in the discretion of July 4 Ever & Rocco Polifrone or its agents or personnel, July 4 Ever & Rocco Polifrone may refuse to fire the display until conditions are corrected. If such conditions are not corrected, July 4 Ever & Rocco Polifrone may cancel the display without further liability to the Client for such cancellation.



7. This contract shall be deemed made in the State of New York and shall be constructed in accordance with the laws of New York. The parties agree and consent to the jurisdiction of New York to determine conflicts regarding the language and payments to be made under this Contract.
8. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, July 4 Ever & Rocco Polifrone may refuse to make further delivery and may terminate this contract without prejudice to the rights of July 4 Ever & Rocco Polifrone . If the Client’s financial conditions become unsatisfactory to July 4 Ever & Rocco Polifrone , July 4 Ever & Rocco Polifrone , may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
9. If Client fails to pay the monies due under this contract, July 4 Ever & Rocco Polifrone is entitled to recover the balance due plus interest at 1-1/2% per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, July 4 Ever & Rocco Polifrone is entitled to recover the balance due, plus accrued interest, plus attorneys fees of 10% of the amount past due, plus court costs.
10. This Contract shall not be construed to create a partnership between the parties or persons mentioned herein.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of July 4 Ever & Rocco Polifrone , which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
12. Client agrees to hold harmless July 4 Ever & Rocco Polifrone for any and all actions, claims, and legal fees incurred outside the operations or control of July 4 Ever & Rocco Polifrone . July 4 Ever & Rocco Polifrone agrees to hold harmless client for any and all actions, claims, and legal fees incurred outside the operations of the client.
13. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above-written.

For CLIENT:

For: JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

Dated: _____

Dated: _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

**July 4 Ever &
Rocco Polifrone
382 Rock Cut Road
Walden, NY 12586
Office: 1-845-564-0184**

ADDENDUM TO FIREWORKS DISPLAY AGREEMENT

This Addendum is incorporated into and made part of the Fireworks Display Agreement between July 4 Ever Fireworks Inc. & Rocco Polifrone (“Contractor”) and Client.

1. Material Inducement and Contingency

As a material inducement for Contractor to enter into and reserve resources for the July 4th, 2026 fireworks display and retain the 2025 pricing of \$25,000.00, Client agrees to retain Contractor for an additional fireworks display to be performed in September 2026 (the “September Event”) for the same price in 2025, in the sum of \$16,000.00.

2. Condition Precedent

This Agreement for the July 4th, 2026 event is expressly conditioned upon the execution of a separate written agreement for the September Event on or before July 15th, 2026.

3. Allocation of Resources

Client acknowledges that Contractor is allocating limited July 4th inventory, staffing, equipment, and scheduling resources in reliance upon Client’s commitment to the September Event.

4. Failure to Execute September Agreement

Failure by Client to execute the September Event agreement by the above deadline shall constitute a material breach of this Agreement.

In such event, Contractor shall have the sole and absolute discretion to:

- (a) Invoice the sponsor for the total due for the September 2026 Display in the amount of \$16,000.00

5. No Waiver

No waiver of this provision shall be effective unless in writing and signed by Contractor.

6. Full Force and Effect

Except as modified herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

AGREED AND ACCEPTED:

Client: _____ Date: _____

July 4 Ever Fireworks Inc.: _____ Date: _____

July 4 Ever & Rocco
Polifrone
382 Rock Cut Rd, Walden, NY 12586
Tel: 845-564-0184

Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

CUSTOMER INFORMATION

NAME: _____

ADDRESS: _____

FIRING SITE INFORMATION

LOCATION: _____

ADDRESS: _____

CONTACT: _____
(ONE)

PHONE: _____

CONTACT PERSON

NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

CELL: _____

E-MAIL: _____

SHOW INFORMATION

DATE: _____

RAIN DATE: _____

TIME: _____

STORAGE SITE INFO

LOCATION: _____

ADDRESS: _____

SECURITY YES OR NO (CIRCLE

ALTERNATE CONTACT

NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

CELL: _____

E-MAIL: _____

**JULY 4 EVER FIREWORKS INC.,
& ROCCO
POLIFRONE**



NO LIMITS

WALDEN, NY 12586
PHONE (845) 564-0184
E-mail: nyjuly4ever@gmail.com

Dear

Thank you for giving us the opportunity to quote you a price on an exclusive Fireworks Display.

We are confident that the combination of quality, service, and price that we offer is unmatched anywhere. After you've finished your own research, we think you'll agree.

Enclosed is a copy of our proposal, product information, and a company letter. Should you accept our proposal, please sign the contract and send us via facsimile a copy so we may hold the date then you may forward the original by mail. We look forward to serving you.

If, at any time, you have a question, please call me at (845) 564-0184 Thank you once again for inquiring about a Display for your special occasion.

Sincerely,

Anthony Esposito

Anthony Esposito

RESOLUTION NO.: _____ - 2026

OF

JUNE 8, 2026

**A RESOLUTION DECLARING POLICE DEPARTMENT AND
DEPARTMENT OF PUBLIC WORKS VEHICLES AS SURPLUS**

WHEREAS, the City of Newburgh Police Department possesses one 1992 Ford Crown Victoria VIN# 2FACP72W1NX219826, one 2001 Chevrolet Astro Van VIN# 1GNDM19W51B104006, one 1995 Jeep Cherokee VIN#1J4FJ78585L561631, one 1999 Chevrolet Suburban VIN# 3GNFK16R0XG180125, one 1998 Jeep Cherokee VIN# 1J4FJ68S3WL220993, one 1997 Dodge 350 Van VIN# 2B5WB35Z7VK540599, one 1986 International s1800 VIN# 1HVLPHYNXGHA363391, two 2015 Ford Explorers VIN# 1FM5K8AR2FGC68037 and 1F55K8AR1FGB62422, one 2017 Dodge Charger VIN# 2C3CDXAT0HH607479, and one 2020 Ford Explorer VIN# 1FM5K8AB4LGC35393, which are no longer of use to the City; and

WHEREAS, the City of Newburgh Department of Public Works possesses two 1990 Chevrolet 3500 VIN# 1GBHK34J7LE170353 and 1GBHK34J0LE170307, one 1993 Ford F350 VIN# 1FTHF36H8PNA31106, one 1984 GMC Van VIN# 2GTEG25H7E4502008, and one 1995 Dodge 350 Van VIN# 2B5WB35Y0RK158458 which are no longer of use to the City; and

WHEREAS, the City Departments have requested that the vehicles be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.



Surplus Tracker



Department	Item	Item Description	Item VIN Number	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
PD	1992 FORD CROWN VIC	1992 FORD CROWN VIC	2FACP72W1NX219826	1	\$50.00	\$50.00	AUCTION		
PD	2001 CHEVY ASTRO VAN	2001 CHEVY ASTRO VAN	1GNDM19W51B104006	1	\$50.00	\$50.00	AUCTION		
PD	1995 JEEP CHEROKEE	1995 JEEP CHEROKEE	1J4FJ78585L561631	1	\$50.00	\$50.00	AUCTION		
PD	1999 CHEVY SUBURBAN	1999 CHEVY SUBURBAN	3GNFK16R0XG180125	1	\$300.00	\$300.00	AUCTION		
PD	1998 JEEP CHEROKEE	1998 JEEP CHEROKEE	1J4FJ68S3WL220993	1	\$100.00	\$100.00	AUCTION		
PD	1997 DODGE 350 VAN	1997 DODGE 350 VAN	2B5WB35Z7VK540599	1	\$100.00	\$100.00	AUCTION		
PD	1986 International s1800	1986 international s1800	1HVLPHYNXGHA363391	1	\$500.00	\$500.00	AUCTION		
PD	171	2015 FORD EXPLORER	1FM5K8AR2FGC68037	1	\$1,000.00	\$1,000.00	AUCTION		
PD	165	2015 FORD EXPLORER	1F55K8AR1FGB62422	1	\$1,300.00	\$1,300.00	AUCTION		
PD	124	20017 DODGE CHARGER	2C3CDXAT0HH607479	1	\$1,500.00	\$1,500.00	AUCTION		
PD	139	2020 FORD EXPLORER	1FM5K8AB4LGC35393	1	\$1,000.00	\$1,000.00	AUCTION		
DPW	90-2	1990 CHEVY 3500	1GBHK34J7LE170353	1	\$50.00	\$50.00	AUCTION		
DPW	90-3	1990 CHEVY 3500	1GBHK34J0LE170307	1	\$50.00	\$50.00	AUCTION		
DPW	1993 FORD F350	1993 FORD F350	1FTHF36H8PNA31106	1	\$50.00	\$50.00	AUCTION		
DPW	1984 GMC VAN	1984 GMC VAN	2GTEG25H7E4502008	1	\$50.00	\$50.00	AUCTION		
DPW	1995 DODGE 350 VAN	1995 DODGE 350 VAN	2B5WB35Y0RK158458	1	\$50.00	\$50.00	AUCTION		

RESOLUTION NO.: _____ - 2026

OF

JUNE 8, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT TO STOCK FISH AT LOCKWOOD BASIN
FOR THE 2026 SEASON AT A COST OF \$4,980.00**

WHEREAS, the City of Newburgh will stock fish at Lockwood Basin for the 2026 fishing season and received a proposal from Solitude Lake Management for those services; and

WHEREAS, the cost of the services will be \$4,980.00 and funding shall be derived from F.8320.0448; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such services are 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 City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for services to stock fish at Lockwood Basin for the 2026 fishing season.

SERVICES AGREEMENT

PROPERTY NAME: City of Newburgh
CUSTOMER NAME: City of Newburgh
SERVICE DESCRIPTION: 2026 Fish Stocking (**Lockwood Basin**)
EFFECTIVE DATE: **May 21, 2026**
SUBMITTED TO: Wayne Vradenburgh
SUBMITTED BY: Brittany Hemery, Contract and Service Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A. The services provided by Solitude under this Agreement are not intended to, and shall not be construed as, constituting a survey or the practice of surveying. Solitude does not perform professional surveying services.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CITY OF NEWBURGH

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

*SOLitude Lake Management, LLC
PO Box 85529
Chicago, IL 60689-5529*

Please Mail All Notices and Agreements to:

*SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451*



SCHEDULE A – SCOPE OF SERVICES

Fish Stocking: JUNE 2026

1. The following types and sizes of fish will be stocked in the waterbody: **Lockwood Basin**

<u>Quantity</u>	<u>Species</u>	<u>Size</u>
1,750	Bluegill	4.5-5.5"
50	Largemouth Bass, Northern	8-10"

2. Price includes the cost, delivery, and tempered release of all the above specified fish.
3. If the specified sizes of fish are unavailable, Company will notify the client and gain their approval prior to modifying the order.
4. Price includes any application, permit, or processing fees required by the State (if applicable).

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$4,980.00** Price is valid for 60 days from the Effective Date
(deposit not required - 100% due upon completion of the services)

RESOLUTION NO.: _____ - 2026

OF

JUNE 8, 2026

**A RESOLUTION SCHEDULING
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
PUBLIC HEARING AND OPENING OF
THE 15-DAY PUBLIC COMMENT PERIOD FOR FISCAL YEAR 2025**

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, a jurisdiction is required to submit an annual report to the U.S. Department of Housing and Urban Development (HUD) that summarizes accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days after the program year; and

WHEREAS, the CAPER provides the community with information regarding how HUD entitlement funds were used to address housing, community development and essential service needs; and

WHEREAS, prior to submitting the CAPER, the City publishes a draft of the report and provides the general public with an opportunity to submit comments;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2025; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 13th day of July, 2026 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the 15-day period to receive written public comment on the City of Newburgh's proposed City of Newburgh's proposed Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2025 shall commence on July 14, 2026 and close on July 28, 2026.



Law Enforcement Technology (LETECH) Application for Funding September 2023

IMPORTANT DATES:

Application Release Date:

Monday, September 25, 2023

Application Due to DCJS:

Wednesday, November 8, 2023 by 12:00 PM
(Noon)

Questions regarding the application:

Dcjs.sm.LEtechquestions@dcjs.ny.gov
(Include "LE Technology" in the Subject Line)

Questions regarding an SFS number:

sfs.sm.HelpDesk@sfs.ny.gov

Notification of Awards:

On or about Wednesday, January 17, 2024

Applications are to be submitted to DCJS using the Attached Form by November 8, 2023.



**2023-2024 Law Enforcement
Technology (LETECH) Application
for Funding**

Table of Contents

I. INTRODUCTION.....2

II. LAW ENFORCEMENT TECHNOLOGY PROGRAM INFORMATION..... 2

III. FUNDING INFORMATION AND ELIGIBILITY3

IV. APPLICATION/FORM INFORMATION4

V. NOTIFICATION OF AWARDS4

VI. PAYMENT INFORMATION4

ATTACHMENT: Law Enforcement Technology Funding Application Form

I. INTRODUCTION

The New York State Division of Criminal Justice Services (DCJS) seeks applications from law enforcement agencies to fund law enforcement technologies (LETECH) and applicable software/equipment – such as license plate readers, mobile and fixed surveillance cameras, unmanned aerial vehicles, gunshot detection devices, smart equipment for patrol vehicles and officers, technology or software and other kinds of public safety equipment – to help keep New Yorkers and our law enforcement partners safe. Approximately (fifty million dollars) \$50,000,000 is expected to be available to fund LETECH and applicable equipment/ software for local law enforcement agencies outside of New York City.

Law enforcement technology is intended to help local law enforcement agencies prevent and solve crimes, particularly violent crimes by firearms and crimes of community concern (e.g., motor vehicle thefts). As well as serve as an integrated part of an agency's problem-solving and community-engagement strategy, helping to increase public trust and communication.

DCJS enhances public safety by providing resources and services that inform decision making and improve the quality of the criminal justice system. DCJS is a multi-function criminal justice support agency with a variety of responsibilities, including collection and analysis of statewide crime data; operation of the DNA databank and criminal fingerprint files; administration of federal and state criminal justice funds; identifying and funding programs that reduce crime, recidivism, and victimization. Additionally, DCJS administers the state's Sex Offender Registry. DCJS conducts research on critical criminal justice issues and provides training, legal guidance and regulation to the State's law enforcement, community corrections and prosecutorial communities.

DCJS is committed to providing programs that improve the effectiveness of New York's criminal justice system. Applications will be selected for funding consistent with the best interest of the state.

II. LAW ENFORCEMENT TECHNOLOGY PROGRAM INFORMATION

Throughout New York and the United States, law enforcement agencies and departments are increasingly relying on emerging technologies to perform their duties and to enhance public safety, as well as to collect potentially useful evidence.

LETECH also is proving to be an important tool to assist broader law enforcement, problem-solving, and community engagement strategies within jurisdictions across the state and country.

This deployment of LETECH is intended to help prevent and solve crimes, particularly violent crimes by firearms, and serve as an integrated part of a law enforcement agency's problem-solving and community-engagement strategy, helping to increase public trust and communication.

Awards will be granted to each individual applicable department/agency that is selected for an award. There will be no contracts executed between DCJS and individual award recipients. Payment will be issued directly to award recipients in the amounts approved by DCJS.

III. FUNDING INFORMATION AND ELIGIBILITY

A. Funding

Approximately \$50,000,000 will be made available to support the law enforcement technology program. Funding under this program must supplement, not supplant, non-grant funds that would otherwise be available for expenditure on the programs proposed.

1. Availability and Approved Use of State Funds

All awards are subject to the availability of funds. Applicants should anticipate that awards under this initiative are one-time awards and should propose project activities and deliverables that can be accomplished without additional and/or subsequent funding. Agencies receiving awards should plan for the institutionalization of the project after grant funds are no longer available, including any prerequisite training requirements. This is a one-time payment for law enforcement technologies and applicable software/equipment, not for the continued maintenance of such.

2. Eligible Items for Consideration

Law enforcement agencies and departments are increasingly relying on emerging technologies to perform their duties and to enhance public safety. In their daily work, law enforcement agencies are also using technology to reduce the risk of injury and bodily harm to officers and the public. Through this RFA, law enforcement agencies may indicate on the attached form their need for any of the following items:

- Surveillance Cameras (Mobile/Fixed)
- License Plate Readers (Mobile/Fixed)
- Acoustic Gunshot Detection Systems
- Unmanned Aerial Vehicles (UAVs, also known as “drones”)
- 3-D Crime Scene Laser Scanner
- Handheld Scanners/Readers/Radios
- Software Applications, Development and Deployment
- Patrol Vehicle Equipment (PC/Tablet, Scanners, Printer, etc.)
- Body Worn Equipment (Cameras)
- Lighting Systems
- Other Equipment (specify)

B. Applicant Eligibility and Requirements

Eligible applicants include local law enforcement agencies (e.g., police departments and sheriff's offices) in jurisdictions in New York State outside of New York City.

Funding requests must be submitted on the attached Law Enforcement Technology Application Form.

Awardees must be current with the required submission to DCJS of their Uniform Crime Reports (UCR) or Incident-Based Reports (IBR).

Awardees must have a State Financial Services (SFS) vendor ID registered with New York State or must have an SFS number by the time payment is issued.

IV. APPLICATION/FORM INFORMATION

Applicants must electronically submit the attached Law Enforcement Technology Application as instructed. If DCJS does not receive the attached form, the applicant will not receive funding. Please be sure all fields are complete before submission. If you have any questions on the application, please contact Dcjs.sm.LEtechquestions@dcjs.ny.gov and include "LE Technology" in the subject line of the message.

V. NOTIFICATION OF AWARDS

Applicants approved for funding will be notified in writing by DCJS via email to the email address provided in the attached application form.

VI. PAYMENT

If selected for funding, each individual agency/department shall receive a one-time payment for their entire award as determined by DCJS.

It is expected that \$50 million dollars will be available to provide commodities and technology, including those available through centralized contracts established by the NYS Office of General Services (OGS). If selected to receive an award, please visit the OGS website at <https://ogs.ny.gov/procurement/ogs-centralized-contracts> for the availability of a centralized contract before seeking procurement.



EXHIBIT A
ORDER FORM

Customer: NY - Newburgh City PD
 Legal Entity Name: NY - Newburgh City PD
 Accounts Payable Email: brola@cityofnewburgh-ny.gov
 Address: 55 Broadway Newburgh, New York 12550

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$261,500.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	86	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$261,500.00
Annual Recurring Subtotal:	\$261,500.00
Estimated Tax:	\$0.00
Contract Total:	\$523,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• This agreement shall be a two-year term effective 1/1/2026 at a rate of \$3,000 per LPR for all 86 LPRs, with annual billing of \$261,500 on January 1, 2026, inclusive of one Flex LPR (\$3,500). Due to delayed installation of the remaining 52 LPRs, Flock Safety will apply a credit to the January 2027 invoice. The final credit amount will be mutually agreed upon once approximately 80% of installations are completed.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	

At Contract Signing	\$261,500.00
Annual Recurring after Year 1	\$261,500.00
Contract Total	\$523,000.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

RESOLUTION NO.: 46-2026

OF

MARCH 9, 2026

RESOLUTION PROHIBITING THE USE OF CITY OF NEWBURGH PERSONNEL AND RESOURCES FOR CIVIL IMMIGRATION ENFORCEMENT & REAFFIRMING THE CITY OF NEWBURGH AS A FAIR AND WELCOMING CITY

WHEREAS, the City Council of the City of Newburgh ("City Council") adopted Resolution No. 71-2017, declaring the City of Newburgh a Fair and Welcoming City, affirming that all residents, regardless of immigration status, are entitled to equal protection of the laws and to access municipal services; and

WHEREAS, the City's Fair and Welcoming policy reflects a long-standing recognition that effective public safety requires trust between residents and local government, and that such trust is undermined when immigrant community members fear that routine interactions with local police or City agencies may lead to immigration enforcement; and

WHEREAS, since adoption of Resolution No. 71-2017, U.S. Immigration and Customs Enforcement ("ICE") and other federal immigration authorities have increased enforcement actions in communities across the Hudson Valley, including operations in the Cities of Kingston and Beacon and in the City of Newburgh, often conducted without prior notice to local officials and sometimes involving tactics that cause confusion as to whether agents are local police or federal officers; and

WHEREAS, the New York State Attorney General has issued "Guidance Concerning Local Authority Participation in Immigration Enforcement and Model Sanctuary Provisions," which confirms that local governments retain broad discretion to decline participation in civil immigration enforcement and provides model language to limit the use of local resources for such purposes while remaining fully compliant with federal and state law;

WHEREAS, multiple New York municipalities, including Hudson, Kingston, Beacon, and Rochester, have adopted resolutions and ordinances that reaffirm their status as welcoming or sanctuary jurisdictions and expressly limit their officers and employees from enforcing federal civil immigration law or using local resources for that purpose;

WHEREAS, the Governor of the State of New York has recently proposed legislation, sometimes described as the Local Cops, Local Crimes Act, that would prohibit formal agreements deputizing New York law enforcement officers as federal immigration agents under 8 U.S.C. §1357(g), and would bar the use of state-funded resources for civil immigration enforcement, particularly in sensitive locations such as homes, schools, hospitals, and houses of worship;

WHEREAS, the New York for All Act has been advanced in the State Legislature to further ensure that state and local resources, including personnel, facilities, and data systems, are not diverted to carry out federal civil immigration enforcement and that sensitive information about New Yorkers is protected;

WHEREAS, the City of Newburgh is home to a large and vibrant immigrant community, with more than half of the City's residents identifying as Hispanic or Latino, and is also home to an equally significant Black immigrant and Black American communities; and

WHEREAS, recent federal actions - including the repeal or restriction of Temporary Protected Status, humanitarian parole, and other visa and work authorization programs - have created a broad permission structure for increased civil immigration enforcement, exposing entire communities to heightened surveillance, detention, and removal regardless of long-standing community ties; and

WHEREAS, these actions have intensified community-wide vulnerability, particularly impacting Latino, Black, and mixed-status families, and have undermined public safety, public health, educational stability, and economic security for the City as a whole;

WHEREAS, the City Council recognizes that immigration law and civil immigration enforcement are the responsibility of the federal government, and that nothing in this Resolution is intended to prevent or obstruct the enforcement of criminal law, but rather to ensure that the City's limited resources are focused on local public safety and community well-being;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh, that:

Section 1. Reaffirmation of Fair and Welcoming City Policy

- 1.1. The City Council hereby reaffirms Resolution No. 71-2017 declaring the City of Newburgh a Fair and Welcoming City, and affirms that all persons, regardless of immigration status, are entitled to the protections of the United States and New York State Constitutions and to access City services without fear that such access will be used to facilitate civil immigration enforcement.
- 1.2. It shall remain the policy of the City of Newburgh and its departments not to inquire into immigration status of any person seeking City services or interacting with City personnel, except where required by federal or state law or necessary to determine eligibility for a specific program that is expressly conditioned on immigration status.

Section 2. Non-Enforcement of Federal Civil Immigration Law

- 2.1. No City agency, officer, or employee, including members of the City of Newburgh Police Department, shall enforce federal civil immigration law or undertake the duties of a federal

immigration officer, including but not limited to those described in 8 U.S.C. §1357(g), except as expressly required by federal or state law.

2.2. City officers and employees shall not:

- a. Stop, question, interrogate, investigate, or arrest an individual based solely on actual or suspected immigration or citizenship status, or on the basis of a civil immigration warrant, administrative warrant, or immigration detainer;
- b. Participate in joint operations with federal immigration authorities where the primary purpose of the operation is civil immigration enforcement; or
- c. Provide interpretation, traffic control, or other logistical support for civil ICE operations, except where failure to do so would create an imminent risk to life or safety.

2.3. Nothing in this Section shall be construed to prohibit City officers from:

- a. Enforcing state and local criminal laws;
- b. Cooperating with federal law enforcement on criminal investigations or prosecutions unrelated to civil immigration status; or
- c. Responding to requests related to individuals who are the subject of a valid judicial criminal arrest warrant or court order.

Section 3. Limits on Detainers, Warrants, and Information-Sharing

3.1. City agencies, including the Police Department, shall not honor or act upon civil immigration detainer requests or administrative immigration warrants that are not signed by a federal Article III judge or magistrate, except where required by law or where the individual is otherwise subject to lawful detention on a non-immigration criminal matter.

- o Civil immigration detainer / administrative immigration warrant / civil immigration warrant / immigration warrant - A detainer issued pursuant to 8 C.F.R. § 287.7 or any similar request from ICE or CBP for the detention of a person suspected of violating civil immigration law.
- o Judicial warrant - A warrant based on probable cause and issued by an Article III federal judge or federal magistrate judge authorizing federal immigration authorities to take into custody the person who is the subject of the warrant. A judicial warrant does not include a civil immigration warrant, administrative warrant, or other document signed solely by ICE or CBP officials.

3.2. City agencies shall not collect or maintain information solely for the purpose of immigration enforcement, and to the extent permitted by law, shall treat immigration status as confidential and shall not disclose such information to federal immigration authorities unless:

- a. Required by federal or state statute;
- b. Required by a valid judicial subpoena, warrant, or court order; or
- c. Authorized by the individual concerned, in writing and in a language they understand.

3.3. City agencies shall not provide to federal immigration authorities:

- a. Access to non-public City databases or records systems for the purpose of civil immigration enforcement; or
- b. Lists or compilations of individuals based on any combination of immigration status, national origin, or place of birth, except as required by law.

Section 4. Municipal Buildings and Facilities

4.1. City personnel shall not grant access to non-public areas of City-owned or City-leased buildings or facilities to federal immigration authorities for civil immigration enforcement purposes unless:

- a. The officers present a valid judicial warrant specifying the area to be entered and the individual(s) sought; or
- b. There is an imminent threat to life or safety that necessitates access.

4.2. The City shall not enter into agreements, leases, or permits that allow City property or facilities to be used for the purpose of civil immigration enforcement, including but not limited to staging areas, detention, or processing of individuals, except where the City is legally compelled to do so.

4.3. To the extent consistent with law, the City shall treat schools, houses of worship, reproductive and health facilities, City-run shelters or community centers, and City-owned properties as protected locations, and shall not consent to the use of such locations for civil immigration enforcement activities.

Section 5. Police Practices and Response to ICE Activity

5.1. The City of Newburgh Police Department ("NPD") shall maintain and publish a written policy consistent with this Resolution and the New York State Attorney General's guidance on local participation in immigration enforcement.

5.2. When NPD officers encounter federal immigration agents in the course of duty or are requested to assist with an operation, officers shall:

- a. Clearly identify themselves as City of Newburgh Police;
- b. Request clarification as to whether the operation relates to criminal law enforcement or civil immigration enforcement;
- c. Request to review any signed judicial warrant if assistance is requested inside a residence or non-public area of a building;
- d. Decline to provide assistance where the matter concerns civil immigration enforcement only and no judicial warrant exists, except where necessary to address an imminent threat to life or safety; and
- e. Document the encounter in an internal report, including the date, time, location,

agency involved, and nature of any assistance provided or declined and the reason for the NPD transmission of communication or coordination with ICE.

- 5.3. Nothing in this Resolution shall be construed to prevent NPD officers from responding to calls for service or protecting individuals from harm, regardless of immigration status.

Section 6. Schools and Youth-Serving Spaces

- 6.1. The City Council recognizes that the Newburgh Enlarged City School District is an independent entity; however, the City Council strongly encourages the Board of Education to adopt and maintain policies that:
- a. Treat all district facilities as safe havens where civil immigration enforcement activities are not permitted; and
 - b. Protect the confidentiality of student and family information consistent with federal and state law.
- 6.2. City departments that provide youth programming, including through City-owned facilities, shall adopt policies consistent with this Resolution and shall coordinate with community-based rapid response and legal support networks to provide "Know Your Rights" information in English and Spanish and other prevalent languages.

Section 7. Training, Community Engagement, and Reporting

- 7.1. Within sixty (60) days of adoption of this Resolution, the City Manager shall:
- a. Direct all department heads to update internal policies to comply with this Resolution;
 - b. Ensure that staff whose duties involve public contact receive training on this Resolution, relevant constitutional principles, and the rights of immigrants; and
 - c. Provide translated summaries of this Resolution and related policies in Spanish and the other primary languages spoken in the City.
- 7.2. The Police Chief shall provide a quarterly public report to the City Council summarizing:
- a. The number and nature of known contacts between NPD and federal immigration authorities;
 - b. Any instances in which assistance was provided or declined; and
 - c. Steps taken to improve training and compliance with this Resolution.
- 7.3. The City shall work in partnership with community and faith-based organizations to provide residents with accurate information about their rights and about the City's Fair and Welcoming policies.

Section 8. Construction; Severability; Effective Date

- 8.1. This Resolution shall be construed consistent with federal and state law. Nothing herein

shall be interpreted to create a private right of action against the City, its officers, or employees, nor to require the City to violate any court order or Statute.

8.2. If any provision of this Resolution is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

8.3. This Resolution shall take effect immediately upon adoption.

Section 51-1 (A) provides for a Commission of 7 members:

- 3-year terms

Current Members:

- Gabrielle Burton-Hill - Term expires 2/28/28
- Carmen Santiago - Term expires 6/8/28
- Liana Rivers - Term expires 06/11/26

4 vacancies - to meet a minimum of 7 members
1 soon-to-expire term (6/11/2026)

HRC members seeking re-appointment

- Liana Rivers

Applicants seeking an initial appointment for vacancies:

- Thomas Jackson
- Kassandra Mercado
- Genevieve Oliver
- Owen O'Reilly
- Tymalaya Thomas
- Tracy Wallace