City of Newburgh
Council Meeting Agenda
Sesion General del Consejal
June 8, 2026
7:00 PM

Mayor / Alcaldesa

1. Moment of Silence / Momento de Silencio

2. Pledge of Allegiance / Juramento a la Alianza

City Clerk / Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications / Communicaciones

4. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations / Presentaciones

5. 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.

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

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

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

6. Resolution No. 124 - 2026 - 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

7. Resolution No. 125 - 2026 - 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

8. Resolution No. 126 - 2026 - 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

9. Resolution No. 127 - 2026 - 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

10. Resolution No. 128 - 2026 - 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

11. Resolution No. 129 - 2026 - 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

12. Resolution No. 130 - 2026 - Appointments to the Human Rights Commission

    A resolution re-appointing Liana Rivers and appointing Kassandra Mercado, Genevieve Oliver, Owen O'Reilly, and Tracy Wallace to the City of Newburgh Human Rights Commission

    Una resolución que vuelve a nombrar a Liana Rivers y nombra a Kassandra Mercado, Genevieve Oliver, Owen O'Reilly y Tracy Wallace como miembros de la Comisión de Derechos Humanos de la Ciudad de Newburgh

13. Resolution No. 131 - 2026 - Payment of Claim with Tiffany Baez

    A resolution authorizing the City Manager to execute a payment of claim with Tiffany Baez in the amount of $7,176.36

    Una resolución que autoriza al Gerente de la Ciudad a ejecutar el pago de una reclamación a Tiffany Baez por la cantidad de $7,176.36

14. Resolution No. 132 - 2026 - Payment of Claim with Rajohine Johnson

    A resolution authorizing the City Manager to execute a payment of claim with Rajohine Johnson in the amount of $150,000.00

    Una resolución que autoriza al Gerente de la Ciudad a ejecutar el pago de una reclamación a Rajohine Johnson por la cantidad de $150,000.00

15. Resolution No. 133 - 2026 - Payment of Claim with Progressive Advanced Insurance Company A/S/O Dino Pete

    A resolution authorizing the City Manager to execute a payment of claim with Progressive Advanced Insurance Company A/S/O Dino Pete in the amount of $6,877.58

    Una resolución que autoriza al Gerente de la Ciudad a ejecutar el pago de una reclamación a Progressive Advanced Insurance Company, como subrogada de Dino Pete, por la cantidad de $6,877.58

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Adjournment / Aplazamiento:

RESOLUTION NO.: __124__ - 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 PRESENT 3/2025	AVERAGE HOURLY RATES PROJECTED 3/2026	OVERTIME CATEGORY
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

Section	Task	Principal	Project Manager	Supervising Engineer	Lead Engineer	Sr. Engineer	Senior CAD Operator	Resident Engineer	Office Engineer	Chief Inspector	Inspector
	Straight Time										
SECTION 8 Construction Support	8.01 Construction Support		40								
	Coordination		40	8	8						
	Shop Drawing Review										
	Subtotal, Section 8	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										
	Subtotal, Section 9 (Straight Time)	0	0	0	0	0	0	700	0	0	700
	Total hours	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:

1. 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.
2. Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
3. 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.
4. Any additional staff will be with prior approval by the City.
5. 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	=	$345.00		
Inspection Staff Travel							
130 days	6	miles @	$0.575	=	$448.50		
			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

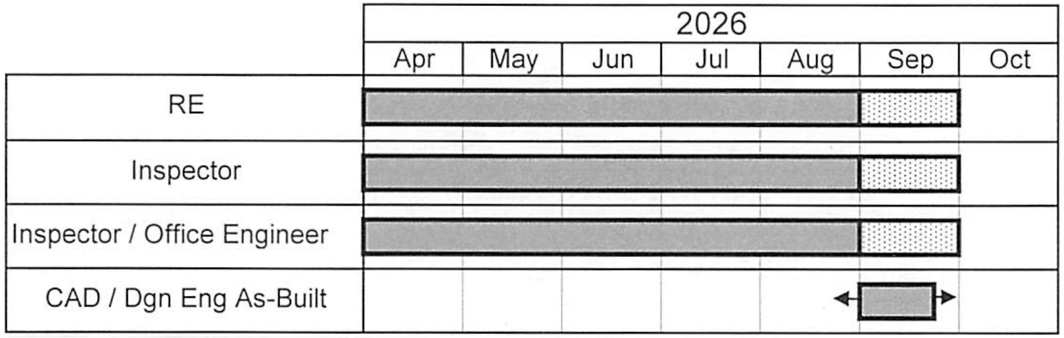
TOTAL DIRECT NON-SALARY COST **$5,800.00**

Attachment C, Page 4
Summary

		Total PIN 8005.26
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
Total Estimated Cost		$278,871.76
Maximum Amount Payable		**$278,500.00**

<u>Attachment C, Page 5</u>

Personnel Schedule



RESOLUTION NO.: __125__ - 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.

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 PRESENT 3/2025	AVERAGE HOURLY RATES PROJECTED 3/2026	OVERTIME CATEGORY
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

Section	Task	Principal	Project Manager	Supervising Engineer	Lead Engineer	Sr. Engineer	Senior CAD Operator	Resident Engineer	Office Engineer	Chief Inspector	Inspector
	Straight Time										
SECTION 8 Construction Support	8.01 Construction Support		8								
	Coordination		24	8	8						
	Shop Drawing Review										
	Subtotal, Section 8	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										
	Subtotal, Section 9 (Straight Time)	0	0	0	0	0	0	352	0	0	352
	Total hours	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:

1. 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.
2. Rates are the average rates as computed in the salary schedule. Actual rates will be billed.
3. 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.
4. Any additional staff will be with prior approval by the City.
5. 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	=	$345.00		
Inspection Staff Travel							
130 days	6	miles @	$0.575	=	$448.50		
		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

		Total PIN 8005.27
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
Total Estimated Cost		$137,381.04
Maximum Amount Payable		**$137,000.00**

Attachment C, Page 5
Personnel Schedule

	2026						
	Apr	May	Jun	Jul	Aug	Sep	Oct
RE							
Inspector							
Inspector / Office Engineer							
CAD / Dgn Eng As-Built							

RESOLUTION NO.: __126__ - 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

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

Tel: 914 747 1120
Fax 914 747 1956

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.com

RESOLUTION NO.: __127__ - 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

City of Newburgh

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!

<u>Synopsis of Services</u>

- SHOW DATE: July 4th, 2026 Rain Date July 5th, 2026
- PROGRAM BUDGET: $25,000.00
- EFFECT LIST: See Attached
- PERSONNEL: NYS Licensed Tech & Assistants
- TRANSPORTATION: July 4 Ever Vehicle
- PERMITS: As Required by City
- INSURANCE As Required by Sponsor

Fireworks Display Synopsis

SHOW DATE: July 4th, 2026
RAIN DATE: July 5th, 2026

BUDGET: $25,000.00

CLIENT: City of Newburgh

ITEM DESCRIPTION	QUANTITY	NUMBER OF SHOTS
OPENING:		
2"	120	120
3"	30	30
4"	6	6
5"		
6"		
Repeaters	360	360
BODY OF DISPLAY:		
2"		
3"	360	360
4"	180	180
5"	124	124
6"		
Repeaters	960	960
FINALE:		
2"	360	360
3"	150	150
4"	120	120
5"	40	40
6"		
Repeaters	800	800
TOTAL:		3610

July 4 Ever reserves the right to make product substitutions equal to or greater in value to the original quoted product in the event inventory fluctuates between contract execution and show date.

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 4th day of June , 2026, by and between **JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE ,** of Walden, NY (hereinafter referred to as "July 4 Ever & Rocco Polifrone "),

AND

City of Newburgh (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: July 4th, 2026 **Postponement Date:** July 5th, 2026

Contract amount: $ 25,000.00 ; 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

Permit fee not included in pricing
Duration: 20-25 Minutes

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:_______________________

____

SHOW INFORMATION

DATE:____________________

RAIN DATE:_______________

TIME:_____________________

FIRING SITE INFORMATION

LOCATION:_______________________

ADDRESS:_________________________

____

CONTACT:________________________

PHONE:___________________________

STORAGE SITE INFO

LOCATION:_______________

ADDRESS:_________________

____

SECURITY YES OR NO (CIRCLE ONE)

CONTACT PERSON

NAME:___________________________

ADDRESS:________________________

____

PHONE:_________________________

FAX:____________________________

CELL:___________________________

E-MAIL:_________________________

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

June 4th, 2026
Robert Van Vlack
RVanVlack@cityofnewburgh-ny.gov
1-845-569-7395

Dear Robert,

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.: 128 - 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 CHEROKE	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.: ___129____ - 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.

Signature: ______________________________

Printed Name: __________________________

Title: ___________________________

Date: _________________________

CITY OF NEWBURGH

Signature: ______________________________

Printed Name: __________________________

Title: ___________________________

Date: _________________________

Please Remit All Payments to:

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

Customer's Address for Notice Purposes:

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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**

Quantity	Species	Size
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.: __130___- 2026

OF

JUNE 8, 2026

A RESOLUTION RE-APPOINTING LIANA RIVERS AND APPOINTING KASSANDRA MERCADO, GENEVIEVE OLIVER, OWEN O'REILLY, AND TRACY WALLACE TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION

WHEREAS, the City of Newburgh Human Rights Commission has several vacancies; and

WHEREAS, the term of Liana Rivers will expire on June 11, 2026, and the incumbent member wishes to serve a new three-year term; and

WHEREAS, the City Council has determined to appoint Kassandra Mercado, Genevieve Oliver, Owen O'Reilly, and Tracy Wallace to fill the vacancies;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Liana Rivers is hereby re-appointed to The Human Rights Commission for a three (3) year term commencing on June 12, 2026, and ending on June 11, 2029; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Kassandra Mercado, Genevieve Oliver, Owen O'Reilly, and Tracy Wallace are hereby appointed to The Human Rights Commission each for a three (3) year term commencing on June 12, 2026, and ending on June 11, 2029.

RESOLUTION NO.: 131 - 2026

OF

JUNE 8, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH TIFFANY BAEZ IN THE AMOUNT OF $7,176.36

WHEREAS, Tiffany Baez brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Seven Thousand One Hundred Seventy-Six and 36/100 Dollars ($7,176.36) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Tiffany Baez in the total amount of Seven Thousand One Hundred Seventy-Six and 36/100 Dollars ($7,176.36) and that the City Manager City Manager or the Corporation Counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: __132___ - 2026

OF

JUNE 8, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH RAJOHINE JOHNSON IN THE AMOUNT OF $150,000.00

WHEREAS, Rajohine Johnson brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Rajohine Johnson in the total amount of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: 133 - 2026

OF

JUNE 8, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH PROGRESSIVE ADVANCED INSURANCE COMPANY A/S/O DINO PETE IN THE AMOUNT OF $6,877.58

WHEREAS, Progressive Advanced Insurance Company a/s/o Dino Pete brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Six Thousand Eight Hundred Seventy-Seven and 58/100 Dollars ($6,877.58) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Progressive Advanced Insurance Company a/s/o Dino Pete in the total amount of Six Thousand Eight Hundred Seventy-Seven and 58/100 Dollars ($6,877.58) and that the City Manager City Manager or the Corporation Counsel is hereby authorized to execute documents to effectuate the settlement.